

CONTRACT NO. 2019-71

PROFESSIONAL PLANNING AND DESIGN SERVICES FOR MASTER PLAN OF ACTIVITY CENTER 6, THE SHIRE

THIS CONTRACT FOR PROFESSIONAL PLANNING AND DESIGN SERVICES FOR MASTER PLAN OF ACTIVITY CENTER 6, THE SHIRE (the "Contract"), is made by and between the CITY OF NORTH PORT, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as the "City," and JOHNSON ENGINEERING, INC., a Florida Profit Corporation registered to conduct business in the State of Florida, with a local business address of 2122 Johnson Street, Fort Myers, FL 33901, hereinafter referred to as "Consultant."

NOW THEREFORE, for and in consideration of their mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties bind themselves, their partners, successors, assigns, and legal representatives to all covenants, agreements, and obligations contained in this Contract and the proposal documents submitted in response to Request for Proposal No. 2019-71 (the "RFP"), and do hereby further agree as follows:

1. CONSULTANT'S SERVICES

- A. Consultant agrees to diligently and timely perform services for the City relating to Professional Planning and Design Services as identified in the Request for Proposal No. 2019-71 and Consultant's proposal submitted **August 9, 2019**. The overall Scope of Services is described in **Exhibit "A,"** with detailed tasks and associated fees provided in **Exhibit "B."** Both exhibits are attached hereto and incorporated as if set forth fully herein. These items are collectively referred to as the Project.
- B. This Contract becomes effective on the date the last party executes it (the "Effective Date"), and shall terminate upon the completion of the Project or as otherwise provided herein. Following the Effective Date of this Contract, the Consultant will commence work on the Project within a mutually agreed upon time following Consultant's receipt of a written Notice to Proceed from the City's Purchasing office. The estimated completion date for the Project is **November 30, 2021**.

2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

A. COMPENSATION

- 1. Consultant shall receive **Forty-Nine Thousand Nine Hundred Forty-Two Dollars and 88 cents (\$49,942.88)** as compensation for its services. This compensation includes all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Contract.
- 2. Non-appropriation. The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which the City is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. The City will exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs will not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract does not

constitute an indebtedness of City nor an obligation for which the City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation.

B. METHOD OF PAYMENT

1. The City will pay Consultant through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes Section 218.70, *et seq*, upon receipt of Consultant's invoice and written approval of same by the City's Administrative Agent, indicating that services have been rendered in conformity with this Contract. Consultant must submit an invoice for payment to the City for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
2. For those specific services that were partially completed, progress payments will be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
3. Consultant's invoices must be in a form satisfactory to the City of North Port Finance Department.

3. INDEMNIFICATION

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT, AS A DESIGN PROFESSIONAL, MUST INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THIS CONTRACT. THIS CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**
- B. THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONSULTANT MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY THE CONSULTANT IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS CONTRACT.**
- C. THIS INDEMNIFICATION SURVIVES TERMINATION OR COMPLETION OF THIS CONTRACT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS CONTRACT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONSULTANT'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).**
- D. NOTHING IN THIS CONTRACT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS CONTRACT.**
- E. FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.**

4. CONSULTANT'S INSURANCE

- A. Before performing any work pursuant to this Contract, Consultant must procure and maintain during the life of this Contract, the insurance listed below, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon written agreement with Consultant.
- B. The below insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work done under this Contract by the Consultant, its agents, representatives, employees, or subcontractors. Consultant is free to purchase such additional insurance as it may determine necessary.
1. **Workers' Compensation and Employer's Liability:** Coverage must apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.
 2. **Comprehensive Commercial General Liability Insurance:** Occurrence form is required. Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
 3. **Automobile Insurance:** Must include all vehicles owned, leased, hired, and non-owned vehicles of Consultant with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.
 4. **Professional Liability Insurance:** Professional liability or malpractice or errors and/or omissions insurance must be purchased and maintained with a minimum \$1,000,000 per occurrence for this Project, with a \$1,000,000 policy term general aggregate. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.
 5. **General requirements:** The City of North Port, Florida, must be named as additional insured on the Comprehensive Commercial General Liability Policy and Commercial Automobile Policy. Certification of same is required. All certificates of insurance must be on file with and approved by the City before commencement of any work done pursuant to this Contract.
- C. **WAIVER OF SUBROGATION:** All required insurance policies, with the exception of Workers' Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Consultant for the City. It is the Consultant's responsibility to notify its insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Consultant, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained, or

incurred, but not covered by insurance, that arise from the contractual relationship or work performed under this Contract. This waiver also applies to any deductibles or self-insured retentions the Consultant or its agents may be responsible for.

D. POLICY FORM

1. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis and must name the City of North Port, Florida, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract.
2. Insurance requirements itemized in this Contract, and required of the Consultant, must be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Consultant is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.
3. Each insurance policy required by this Contract must:
 - a. Apply separately to each insured against whom a claim is made, and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Consultant is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The City has the right to review, at any time, coverage, form, and amount of insurance.
5. **The procuring of required policies of insurance shall not be construed to limit Consultant's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Consultant's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Consultant and its carrier.**
6. The Consultant is solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and is solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy. Consultant's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Consultant is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
7. Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Consultant must purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
8. All certificates of insurance must be on file with and approved by the City before commencement of any work under this Contract. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions

to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Consultant will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

9. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract must be provided to the Consultant's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

10. The Certificate of Insurance must include the following:

In the "Description of Operations/Special Provisions" section - "City of North Port, Florida, is named as an additional insured, as its interests may appear on Commercial General Liability and Commercial Auto Policy."

In the "Certificate Holder" section

City of North Port, Florida
4970 City Hall Boulevard
North Port, FL 34286

5. RESPONSIBILITY OF CONSULTANT

- A. Incorporation of Proposal Documents: The Request for Proposal No. 2019-71 ("RFP"), including attachments and addenda, and the Consultant's response to the RFP, are specifically made a part of this Contract and are incorporated as if set forth fully herein. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:
 1. This Contract (Contract No. 2019-71) Approved by Commission, and any attachments.
 2. The RFP, including any and all attachments and addenda.
 3. Consultant's response to the RFP.
 4. Specific direction from the City Manager.
- B. Consultant is responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of Consultant under this Contract. Consultant must, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.
- C. If Consultant is comprised of more than one legal entity, each entity is jointly and severally liable hereunder.
- D. Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for Consultant), to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Contract.
- E. Consultant must perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time Consultant's services are rendered.

Consultant covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes Section 112.313, as it relates to work performed under this Contract. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

- F. Consultant must comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and must not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- G. Consultant must maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which must be available and accessible at Consultant's offices for inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records must be retained by Consultant for a minimum of three (3) years after completion of the services.
- H. **Public Records Law:** In accordance with Florida Statutes Section 119.0701, Consultant must comply with all public records laws, and shall specifically:
 - 1. Keep and maintain public records required by the City to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.
 - 2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.
 - 3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if Consultant does not transfer the records to the City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
 - 4. Upon completion of the Contract, transfer to the City, at no cost, all public records in Consultant's possession or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the Contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the completion of the Contract, Consultant shall meet all applicable requirements for retaining public records.

5. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.**

6. Failure of Consultant to comply with these requirements shall be a material breach of this Contract. Further, Consultant may be subject to penalties under Florida Statutes Section 119.10.

6. OWNERSHIP AND USE OF DOCUMENTS

A. It is understood and agreed that all the documents, or reproducible copies, developed by Consultant in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the City as they are received by the City and when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work products for its records. Consultant hereby assigns all its copyright and other proprietary interests in the products of this Contract to the City. Specific written authority is required from the City's Administrative Agent for Consultant to use any of the work products of this Contract on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

7. **TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL:** The timely performance and completion of the required services is vitally important to the interest of the City. Consultant must assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Contract. Consultant's personnel assigned to perform the services of this Contract must comply with the information presented in the professional services response proposal made a part hereof by reference. Consultant must ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

A. The services to be rendered by Consultant must commence within one (1) calendar week of Consultant's receipt of written Notice to Proceed from the City.

B. Consultant specifically agrees that all work performed under the terms and conditions of this Contract will be completed within the time limits as set forth, subject only to delays caused through no fault of Consultant or the City. Time is of the essence in the performance of this Contract.

C. Consultant must provide to the City's Administrative Agent, monthly written progress reports concerning the status of the work. The City's Administrative Agent may determine the format for this progress report. The City is entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by Consultant.

D. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by Consultant which delay the Project Schedule completion date, the City will not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay. The Project Schedule is attached as **Exhibit "C,"** which is attached hereto and incorporated as if set forth fully herein.

8. OBLIGATIONS OF THE CITY

- A. The City's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Contract. If necessary, the City may authorize a specific program manager to perform the responsibilities of the City's Administrative Agent. The City shall designate any specific program manager in the Notice to Proceed. The responsibility of the City's Administrative Agent shall include:
1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by Consultant, and render in writing, decisions pertaining thereto within a reasonable time.
 2. Transmission of instructions, receipt of information, interpretation and definition of the City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.
 3. Review for approval or rejection all Consultant's documents and payment requests.
- B. The City shall, upon request, furnish Consultant with all existing data, plans, studies and other information in the City's possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the City and shall be returned to the City's Administrative Agent upon completion of the services to be performed by Consultant.
- C. The City's Administrative Agent shall conduct periodic reviews of the work of Consultant necessary for the completion of Consultant's services during the period of this Contract, and may make other City personnel available, where required and necessary to assist Consultant. The availability and necessity of said personnel to assist Consultant shall be determined solely within the discretion of the City. The City's technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.
- D. The City shall not provide any services to Consultant in connection with any claim brought on behalf of or against Consultant.

9. TERMINATION

- A. TERMINATION WITH OR WITHOUT CAUSE: The performance of work under this Contract may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be effective by delivery to the Consultant of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. Consultant must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. Upon delivery of the documents, the City shall pay the Consultant in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Consultant, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Consultant in accordance with the provisions of the Contract. Under no circumstances shall the City make any payment to Consultant for services that have not been performed or that are performed subsequent to the termination date.
- B. NON-APPROPRIATION: The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered

into pursuant to this Contract or referenced herein to which City is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year basis, City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract shall not constitute an indebtedness of City nor shall it constitute an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commission. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Consultant prior to such termination.

- C. ABANDONMENT: In the event that Consultant abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to Consultant indicating its intention to do so. The written notice shall state the evidence indicating Consultant's abandonment.
- D. Consultant may terminate this Contract only in the event of the City failing to pay Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- E. The City Manager or designee reserves the right to terminate and cancel this Contract in the event Consultant is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for Consultant or an assignment is made for the benefit of creditors.
- F. BREACH: In the event Consultant breaches this Contract, the City must provide written notice of the breach and Consultant shall have ten (10) days from the date the notice is received to cure. If Consultant fails to cure within the ten (10) days, the City Manager or designee can immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and if necessary may demand the return of a portion or the entire amount previously paid to Consultant due to:
 - 1. The quality of a portion or all of Consultant's work not being in accordance with the requirements of this Contract;
 - 2. The quantity of Consultant's work not being as represented in Consultant's Payment Request, or otherwise;
 - 3. Consultant's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
 - 4. Consultant's failure to use Contract funds, previously paid Consultant by the City, to pay Consultant's Project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 - 5. Claims made, or likely to be made, against the City or its property;
 - 6. Loss caused by Consultant;

7. Consultant's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above; or
 8. Violation of any local, state, or federal law in the performance of this Contract which will constitute a material breach of this Contract.
- G. In the event that the City makes written demand upon Consultant for amounts previously paid by the City as contemplated in this section, Consultant must promptly comply with such demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.

10. INDEPENDENT CONTRACTOR

Consultant is and shall be, in the performance of all work services and activities under this Contract, an independent contractor and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to Consultant's sole direction, supervision, and control. Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. Consultant does not have the power or authority to bind the City in any promise, Contract or representation other than as specifically provided for in this Contract. Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

11. ENTIRE CONTRACT

This Contract incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document.

12. AMENDMENT

The City Manager or designee may agree to amendments that do not increase compensation to the Consultant. Only the City Commission can approve increases in compensation under this Contract. In the event the Consultant begins work on unauthorized changes to scope prior to receiving a signed Change Order by the City Manager or designee, the Consultant does so at its own expense and risk as unauthorized work shall not be paid for by the City. Except as otherwise provided herein, no modifications or amendments to this Contract shall be valid unless in writing and executed by the parties.

13. ASSIGNMENT

Consultant shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due to Consultant from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

14. WAIVER

No delay or failure to enforce any breach of this Contract by either City or Consultant shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver must not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with

knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

15. GOVERNING LAW, VENUE AND SEVERABILITY

The rights, obligations and remedies of the parties under this Contract shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida. The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

16. BINDING EFFECT/COUNTERPARTS

By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

17. NO HIRE

Consultant shall not hire any City employee associated with this project throughout the duration of the Contract and for a period of one (1) year after completion.

18. NOTICES

Any notice, invoice, report, demand, or other type of documentation required by this Contract shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

CONSULTANT’S REPRESENTATIVE:

Laura Dejohn, AICP
Director of Planning & Landscape Architecture
Johnson Engineering, Inc.
2122 Johnson Street
Fort Myers, FL 33901
TEL 239-280-4331
FAX 239-334-3661
EMAIL: ldejohn@johnsoneng.com

THE CITY’S ADMINISTRATIVE AGENT:

Nicole Galehouse
Planning Division Manager
City of North Port
4970 City Hall Blvd.
North Port, FL 34286
TEL 941.429.7098
FAX 941.429.7164
EMAIL: ngalehouse@cityofnorthport.com

WITH COPIES OF NOTICES TO:

City Attorney’s Office

4970 City Hall Boulevard
North Port, FL 34286
EMAIL: northportcityattorney@cityofnorthport.com

Notices are effective when received at the addresses specified above. Changes to the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Nothing in this Section shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.

19. PARAGRAPH HEADINGS

Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

20. ATTORNEYS' FEES

In any proceedings between the parties arising out of or related to this Contract, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

21. NON-DISCRIMINATION:

The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The Consultant shall not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

22. SCRUTINIZED COMPANIES:

- A. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000.00 or less, the Consultant shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000.00 or more, the Consultant shall certify on a form provided by the City, that all of the following are true:
 - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes Section 215.473; and
 - 3. It is not engaged in business operations in Cuba or Syria.
- C. If the Consultant provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the Consultant will be in breach of this Contract and the City may terminate the Contract.

D. PENALTY:

1. A Consultant that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
2. Shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Consultant submitted a false certification.

IN WITNESS WHEREOF, the parties have executed the agreement as of the date first above written.

JOHNSON ENGINEERING, INC.

By: [Signature]
Name: Lonnie V. Howard, P.E.
Title: President

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me on JANUARY 7th, 20 20 by LONNIE V. HOWARD, who is personally known to me or who produced _____ as identification.

Amanda Mae Martin
Notary Public

AMANDA MAE MARTIN
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG 218010
MY COMMISSION EXPIRES JUN. 19, 2022

ATTEST

CITY OF NORTH PORT, FLORIDA

By: _____
Heather Taylor, CMC, Interim City Clerk

By: _____
Peter D. Lear, CPA, CGMA, City Manager

APPROVED AS TO FORM AND CORRECTNESS

Date: _____

By: _____
Amber L. Slayton, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Task 1. Kick Off and Coordination with External Agencies/Data Collection/Existing Conditions

Staff Kick Off Meeting: CONSULTANT will attend a Kickoff meeting with City staff to discuss and establish roles, responsibilities, communication strategies and schedule.

Key stakeholders will be identified, and CONSULTANT will coordinate phone interviews with up to three key stakeholders.

Review of Planning Documents and Coordination: CONSULTANT will review the following planning documents provided by the CITY, or otherwise available from public agencies, and coordinate with the City, Sarasota County, Charlotte County, and SWFRPC as appropriate.

- Demographic and land use analysis from the 2007 Activity Center Report
- Current demographics (i.e., population, household sizes, age ranges, income ranges) and land use conditions provided by the CITY.
- Economic data available from the City, including Business Analysis Data or Economic Development Office reports relevant to The Shire.
- FEMA Flood Zone data.
- Environmental conditions, habitat, species and drainage considerations.
- Water and sewage infrastructure and capacity conditions provided by the CITY.
- Municipal service facility requirements to relate to the projected population scenarios.
- City planning and zoning documents provided by the CITY, Charlotte County-Punta Gorda MPO Long Range Transportation Plan, and the Sarasota-Manatee MPO Long Range Transportation Plan.
- Mapping. The project area and features will be defined using publicly available GIS parcel data, rights-of-way linework, easements linework, and wetland mapping.

Transportation Document Review and Coordination: CONSULTANT will review the following documents available from public agencies, and coordinate with City, Sarasota Manatee MPO, Charlotte County/Punta Gorda MPO, and FDOT as appropriate.

- Existing traffic data including traffic counts of roadways within the study area
- MPO Transportation Improvement Plans (TIPs)
- MPO Long-Range Transportation Plans (LRTPs)
- Process for justification, design (including right-of-way needs), funding, timing/phasing, and construction of an interchange at Interstate I-75 considering opportunities and constraints for two potential alternative locations *[Note: This scope is limited to summarizing the process and potential land area parameters for an interchange. This scope does not include preparation of traffic analysis, design plans or construction plans for an interchange or any associated permitting.]*

Public Involvement Session 1: Kick Off will be conducted during this preliminary phase of the project to collect public ideas and comments to inform the scenario development. **This scope does not include any CONSULTANT participation in Public Involvement Session 1.**

Task 1 Deliverables: CONSULTANT will provide one (1) digital copy of:

- a. Kick Off Meeting Summary & Stakeholder Interview Notes
- b. Public Involvement Session 1: Kick Off – N/A

c. Project Boundary map including publicly available rights of way, easement information, and wetland mapping.

Task 2. Public Participation Plan

This scope does not include any CONSULTANT participation in preparing the Public Participation Plan.

Task 2 Deliverables:

N/A

Task 3. Scenario Modeling for Land Use and Transportation Planning

Land Use Scenario Modeling. CONSULTANT will prepare four (4) master plan scenarios that will include description of development parameters, along with conceptual plan view depiction of the proposed interchange, mix of uses and intensities, multimodal transportation system and public facilities. **This scope assumes the CITY will provide level of service, capacity, and facility requirements information adequate for CONSULTANT to depict the extension of water and sewer facilities, and proposed facility locations that could accommodate need for fire/EMS, police, parks and recreation, public works, drainage, general government and schools.** The scenarios are assumed to be developed and analyzed through buildout.

Scenarios are envisioned to address various intensity, open space and transportation modality options, all using fundamental principles of a ¼ mile walkable radius as a framework for design and locations of destinations.

The following four scenarios are anticipated for evaluation:

BASELINE SCENARIO. This scenario will implement the intensities and densities established in the Comprehensive Plan, with a focus of a professional/commercial/industrial hub at the interchange transitioning to limited high density residential, then to medium and low density residential punctuated with neighborhood scale centers/focal points providing for retail/service, recreation, or agricultural use (i.e., community garden).

MEDIUM INTENSITY SCENARIO A. This scenario will propose a more intense, mixed-use/industrial/office interchange area transitioning to medium density residential areas punctuated with community scale commercial/employment/entertainment centers.

MEDIUM INTENSITY SCENARIO B. This scenario will portray the alternative location of the I-75 Interchange at Raintree Boulevard, with intensity, mix and scale in The Shire consistent with “MEDIUM INTENSITY SCENARIO A.” *This scope assumes the CITY will provide available graphic and narrative data for the proposed conceptual Raintree Boulevard interchange improvements.*

HIGH INTENSITY SCENARIO. Rather than having hubs connected with hierarchical transportation network, this alternative will aim to focus on a network of intense mixed-use corridors flanked by higher density residential areas that support pedestrian and transit oriented transportation, including the potential for a high speed rail station.

Scenarios will be represented in graphic form as a color-block diagram depicting land use areas and conceptual circulation/transportation network. Pictures or vignettes may be included to visually represent examples of the scale and type of development anticipated to correspond with each land use type. Scenarios will also be represented in tabular format identifying land use area acreages, floor area ratios, and maximum development potential. **Demanded municipal services and associated order of magnitude costs for each scenario are not included in this scope, and may be provided by the CITY.**

CONSULTANT will meet with City staff to review scenarios and evaluations, and refine based on feedback received. **This meeting may be conducted via telephone conference.** *If more than one meeting with staff or more than one round of refinement is required, this will require authorization of additional scope and fees.*

Transportation Recommendations. The CONSULTANT shall work with City staff to create a series of recommendations related to improving the transportation network within The Shire, to improve interconnections between The Shire and nearby areas, and to enhance the economic viability of The Shire and the City. These recommended improvements shall provide for a wide range of transportation options (including a future Interstate 75 interchange, the potential for a high-speed rail station, as indicated in the City's Comprehensive Plan; and the feasibility of a freight rail spur to the existing Seminole Gulf Railway in DeSoto County), improve accessibility both within The Shire and to the platted neighborhoods surrounding it. **This scope assumes the following are not the responsibility of CONSULTANT, and may be performed by City staff: a cost estimate for improvements (based on historical unit cost), identifying funding sources for the development of these improvements, and an estimated timeline for these improvements to be implemented.**

As a part of Transportation Recommendations, the CONSULTANT shall emphasize the following elements:

Circulation

The CONSULTANT will be familiar with the existing traffic, circulation and access to the study area. Once conceptual plans have been designed, but before they are finalized, the CONSULTANT will recommend how to improve access, circulation and traffic flow, including recommendations for necessary operational changes to improve level of service. Development recommendations will take into account the benefits provided by the public transit opportunities in the study area, including a potential future trolley system.

Access

Pedestrian and bicycle safety and access will be an integral part of the Master Plan for The Shire. The CONSULTANT must identify new pedestrian links to the major roadway systems. Streetscape elements including raised intersections, traffic circles, wide sidewalks and pedestrian plazas must be considered in conjunction with development. The CONSULTANT will also review and make recommendations on pedestrian circulation, including identify potential locations for future evaluation of mid-block crosswalks and opportunities to separate pedestrians and vehicular traffic.

Scenarios Evaluation Report for Planning & Zoning Board and City Commission review. CONSULTANT will prepare a Scenarios Evaluation Report and review with City staff and refine per City staff comments. **Coordination with City staff may be conducted via telephone conference.** CONSULTANT will present the scenarios at a joint meeting/workshop of the Planning and Zoning Advisory Board and City Commission. *If additional Board or Commission meetings/workshops are required, this will require authorization of additional scope and fees.*

CONSULTANT will incorporate Board and Commission feedback into a final Scenarios Evaluation Report. **This scope does not include CONSULTANT participation or presentation to the public for input on preferences at Public Involvement Session 2: Scenarios Evaluation.**

Task 3 Deliverables:

- a. CONSULTANT will provide to the City for review one (1) digital copy of a Draft Evaluation of Scenarios Report with each scenario supported by graphic, tabular and narrative information.
- b. The Scenarios Evaluation Report will include a Transportation Recommendations narrative that corresponds with each scenario.
- c. The Draft will be refined per City staff for a joint meeting/workshop of the Planning and Zoning Board and City Commission for review. CONSULTANT will document comments and input received and incorporate the feedback into a final Scenarios Evaluation Report.

Task 4. Draft Master Plan for The Shire

The preferred scenario will be developed into a Draft Master Plan by refining the graphic, tabular, and narrative representation of the preferred scenario. CONSULTANT will analyze build out potential and infrastructure demands to determine a phasing plan in tabular format that relates the timing of potential development to the timing of infrastructure projects necessitated by potential development **based on service levels, capacity and facility requirements information provided by the CITY.**

Internal consistency review. **This scope does not include CONSULTANT review of the proposed Master Plan against the City's policies, Codes, and Pattern Book to recommend the changes needed for internal consistency among these documents. This scope assumes City staff will perform the internal consistency review.**

Up to two public workshops are proposed for presentation of the Draft Master Plan. Public Involvement Sessions 3 & 4: Draft Master Plan review and input are proposed to be conducted at up to two joint workshops of the Planning and Zoning Board and City Commission. These workshops are assumed to be scheduled and arranged by City staff.

Task 4 Deliverables:

- a. CONSULTANT will provide to the City for review, one digital copy of a Master Plan for The Shire that, at a minimum, provides a framework for land use and transportation based on Policy 2.6.2 of the Future Land Use Element of the Comprehensive Plan. This will include potential phasing in tabular format so that the City may perform a fiscal impact analysis of the model.
- b. Public Involvement Sessions 3 & 4: Draft Master Plan review and input will be documented with meeting notes.

Task 5: Final Master Plan for The Shire

The Master Plan will be finalized based on feedback received during Task 4 above.

CONSULTANT will present the refined Final Master Plan at one Planning and Zoning Advisory Board hearing and one City Commission hearing. **This scope assumes City staff is responsible for preparation and presentation of recommended policy and Code updates.** *If additional Board or Commission meetings/workshops are required, this will require authorization of additional scope and fees.*

Task 5 Deliverables:

- a. CONSULTANT will provide to the City for review one digital copy of a Final Master Plan for The Shire.
- b. CONSULTANT will present the refined Final Master Plan with recommended updates at public hearings of the City's Planning and Zoning Advisory Board and City Commission.
- c. CONSULTANT will provide the final spatial information for the master plan to the City upon adoption in a geodatabase file format.

END OF EXHIBIT A

EXHIBIT B FEE SCHEDULE



Hourly and Cost Breakdown

Project: Master Plan of Activity Center 6 - The Shire
 Project Number:
 Project Manager: Laura De John
 Date: 10/21/2019

TASK OUTLINE	LABOR BILLING RATE	TOTALS	ESTIMATED LABOR					
			P7 - Project Manager	P6 - Principal Planner	T3 - Planner	T1 - Technician		
1								
Kick Off and Coordination w/ Agencies/Data Collection/Existing Conditions Report	\$ 3,900.00		4	12	4	12		
Staff Kick Off Meeting and Key Stakeholder Coordination	\$ 2,540.00		2	8	8	2		
Review of Planning documents, coordination with agencies								
Subconsultant - FTE			FTE Project Manager	Transportation Engineer	Engineer Intern	Clerical		
Staff Kick Off Meeting	\$ 660.00		4		\$ 137.01	\$ 75.00	\$ 57.75	
Transportation document review	\$ 3,007.08		2		8	18	4	
TASK 1 subtotal	\$ 10,067.08							
2								
Public Participation Plan								
Public Participation Plan - PREPARED BY CITY STAFF								
TASK 2 subtotal	\$ -							
3								
Scenario Modeling for Land Use and Transportation Planning (4 Scenarios)								
Land Use Scenario Modeling	\$ 12,740.00		8	36	60			
Scenarios Report (graphic, tabular and narrative)	\$ 3,960.00		5	12	10	2		
Scenarios Report coordination and review meeting with Staff, revisions	\$ 2,620.00		4	8	8	2		
Joint Planning & Zoning Board/City Commission review meeting, revisions	\$ 2,040.00			8	8			
Subconsultant - FTE			FTE Project Manager	Transportation Engineer	Engineer Intern	Clerical		
Transportation Recommendations - circulation & access	\$ 4,878.24		6		24	8		
Transportation narrative	\$ 1,417.56		2		6	2		
TASK 3 subtotal	\$ 27,955.80							
4								
Draft Master Plan for the Shire								
Draft Master Plan of preferred scenario with potential phasing in tabular format	\$ 3,120.00		3	9	12			
Public Involvement Sessions 3 & 4 assumed at up to (2) Joint mgs of P&Z Board and Commission	\$ 2,720.00			12	8			
TASK 4 subtotal	\$ 5,840.00							
5								
Final Master Plan for the Shire								
Finalized Master Plan	\$ 2,440.00		3	6	10			
Final Master Plan coordination and review meeting with Staff, refinement	\$ 2,080.00		2	6	8			
Presentation of Plan and recommended updates at (1) P&Z Board (1) Commission hearing	\$ 1,360.00			8				
TASK 5 subtotal	\$ 5,880.00							
TOTAL LABOR COST	\$ 49,742.88							
Materials								
Copies, prints, plots	\$ 200.00							
TOTAL MATERIAL COST	\$ 200.00							
TOTAL PROJECT COST	\$ 49,942.88							

**JOHNSON ENGINEERING,
INC.
PROFESSIONAL SERVICES
HOURLY RATE SCHEDULE
November 1, 2017
(Updated June 19, 2019)**

Professional

9	\$230
8	\$210
7	\$190
6	\$170
5	\$150
4	\$135
3	\$125
2	\$110
1	\$100

Technician

6	\$140
5	\$120
4	\$100
3	\$85
2	\$70
1	\$60

Administrative

3	\$80
2	\$70
1	\$60

Field Crew

4-Person	\$200
3-Person	\$170
2-Person	\$135

Field Equipment

Field Equipment on Separate Schedule

Florida Transportation Engineering (FTE)

Fee Schedule

Class	Bill Rate/Hour
Project Manager	\$165.00
Sr. Design Engineer	\$210.00
Transportation Engineer	\$137.01
Engineer Intern	\$75.00
Engineer Tech	\$64.50
Clerical	\$57.75

END OF EXHIBIT B

EXHIBIT C
PROJECT SCHEDULE

SUMMARY	Deliverable	Timeframe
Task 1. Kick Off and Coordination with External Agencies/Data Collection/Existing Conditions		
Staff Kick Off Meeting & Key Stakeholder Coordination	Kick Off Meeting Summary & Stakeholder Interview Notes	Month 1
Review of Planning Documents and Coordination	Boundary map	Month 1
Transportation Document Review and Coordination	n/a	Month 1
Task 2. Public Participation Plan (no Consultant action; this is to be prepared by CITY)		
Task 3. Scenario Modeling for Land use and Transportation Planning		
Scenario Modeling	Provide to the City for review, digital copy of a Draft Evaluation of Scenarios Report with each scenario supported by graphic, tabular and narrative information.	Month 2-3
Transportation Recommendations	The Evaluation of Scenarios Report will include a Transportation Recommendations narrative that corresponds with each scenario.	Month 2-3
Joint Planning & Zoning Board/City Commission review meeting	Documentation of comments and input received, Report revisions as necessary	Month 4-5
Task 4: Draft Master Plan for The Shire		
Draft Master Plan	1 digital copy of a Draft Master Plan for The Shire that provides a framework for land use and transportation based on Policy 2.6.2 of the Future Land Use Element of the Comprehensive Plan. This will include potential phasing in tabular format so that the City may perform a fiscal impact analysis of the model.	Month 6
Public Involvement Sessions @ up to two (2) Joint Planning & Zoning Board/City Commission review meetings	Written summary documenting the discussion and comments as applicable	Month 7
Task 5: Final Master Plan for The Shire		
Finalized Master Plan	1 digital copy of a Final Master Plan for The Shire.	Month 8
Refined Final Master Plan for hearings of the City's Planning and Zoning Advisory Board and City Commission.	Presentation of Plan at public hearings. Geodatabase file format.	Month 9-10

END OF EXHIBIT C