

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM
US 17-92 COMMUNITY REDEVELOPMENT AGENCY**

SUBJECT: Authorization of CRA funds for Additional Professional Services associated with the 17-92 CRA Redevelopment Plan Update

DEPARTMENT: Economic Development **DIVISION:** US 17/92 CRA

AUTHORIZED BY: William McDermott **CONTACT:** Kevin Fall **EXT.** 7133

Agenda Date 08/23/05 **Regular** ☒ **Consent** ☐ **Work Session** ☐ **Briefing** ☐
 Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Request CRA authorization to appropriate \$67,500 from the US 17-92 Redevelopment Trust Fund for additional professional services to assist with the US 17-92 CRA Redevelopment Plan Update and authorize Chairman to execute the attached amendment to the consultant services agreement with Glatting Jackson Kercher Anglin Lopez Rinehart Inc. in the amount of \$67,500

BACKGROUND:

In June 2005, the CRA authorized the execution of a consultant services agreement with Glatting Jackson Kercher Anglin Lopez Rinehart Inc. in the amount of \$348,045 for professional services required for the 17-92 CRA Redevelopment Plan update. The scope for this agreement focused on planning related professional services to be accomplished as part of the update.

Additional professional services have been identified, including market analysis, economic impact analyses, and the recruitment and facilitation of private sector development interests, which enhance the update and its direct implementation.

The US 17-92 Redevelopment Planning Agency (RPA), at its April 29, 2005 meeting, directed staff to develop a scope of services and contract for the US 17-92 CRA Redevelopment Plan Update to include this type of professional assistance.

Staff has completed negotiations with Glatting Jackson Kercher Anglin Lopez Rinehart Inc. to provide the additional professional services through a sub-consultant.

The cost of the additional professional services amounts to \$67,500 and will be funded entirely by the 17-92 CRA. Funding is available in the adopted FY04/05 US 17-92 CRA budget.

Attachments: Amendment #1 to Consultant Services Contract
 Consultant Services Contract

Reviewed by	<i>[Signature]</i>
Co Atty:	<i>[Signature]</i>
DFS:	_____
Other:	_____
DCM:	<i>[Signature]</i>
CM:	<i>[Signature]</i>
File No.	<u>RED 01</u>

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT

THIS FIRST AMENDMENT made and entered into this _____ day of _____ 2005 and is to that certain Agreement made and entered into on the 14th day of June, 2005, between the US 17-92 **COMMUNITY REDEVELOPMENT AGENCY**, a public agency created by Resolution No. 97-R-1310, pursuant to Florida Statutes 165-031, 163.356, or 163.357 of and in the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "CRA" and **GLATTING JACKSON KERCHER ANGLIN LOPEZ RINEHART, INC.**, duly authorized to do business in the State of Florida, and whose address is 33 East Pine Street, Orlando, Florida 32801, hereinafter called the "CONSULTANT".

WITNESSETH:

WHEREAS, on June 14, 2005, the CRA executed a consultant services agreement with the CONSULTANT to provide consultant services regarding the US 17-92 Sub Area Redevelopment Frameworks in Seminole County; and

WHEREAS, additional consultant services are required as part of the US 17-92 Sub Area Redevelopment Frameworks to further the economic and fiscal efforts already included in the scope of the agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

SECTION 1. SERVICES.

CRA does hereby retain CONSULTANT to furnish additional professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2. TIME FOR COMPLETION

The additional services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed no later than January 31, 2006.

SECTION 3. COMPENSATION

The CRA agrees to compensate the CONSULTANT for the additional professional services called for under this Amendment a fixed fee in the amount of SIXTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$67,500.00). CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fixed fee amount stated above.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purposes herein expressed.

ATTEST:

GLATTING JACKSON KERCHER
ANGLIN LOPEZ RINEHART INC.

Secretary

By: _____
President

(CORPORATE SEAL)

Date: _____

ATTEST:

US 17-92 COMMUNITY
REDEVELOPMENT AGENCY

By: _____
CARLTON HENLEY, CHAIRMAN

Date: _____

Approved as to form and
legal sufficiency.

County Attorney

CONSULTANT SERVICES AGREEMENT

US 17-92 CRA SUB AREA REDEVELOPMENT FRAMEWORKS

THIS AGREEMENT is made and entered into this _____ day of _____ 20____, by and between **GLATTING JACKSON KERCHER ANGLIN LOPEZ RINEHART, INC.**, duly authorized to conduct business in the State of Florida, whose address is 33 East Pine Street, Orlando, Florida 32801, hereinafter called the "CONSULTANT" and the US 17-92 **COMMUNITY REDEVELOPMENT AGENCY**, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "CRA".

W I T N E S S E T H:

WHEREAS, the CRA desires to retain the services of a competent and qualified consultant to provide consultant services regarding the us 17-92 Sub Area Redevelopment Frameworks in Seminole County; and

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to the CRA and desires to provide its professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CRA and CONSULTANT agree as follows:

SECTION 1. SERVICES. CRA does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed no later than December 31, 2005.

SECTION 3. FIXED FEE COMPENSATION AND PAYMENT.

(a) The CRA agrees to compensate CONSULTANT for the professional services called for under this Agreement a fixed fee in the amount of THREE HUNDRED FORTY EIGHT THOUSAND AND FORTY FIVE DOLLARS (\$348,045.00) CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated above.

(b) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONSULTANT'S invoice, the CRA shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

SECTION 4. BILLING AND PAYMENT.

(a) CONSULTANT shall render to the CRA, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the CONSULTANT;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONSULTANT for all services performed by the CONSULTANT during that month and for which the CRA is billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by the CRA from time to time.

The original invoice shall be sent to:

US 17-92 Community Redevelopment Agency
1101 E. First Street
Sanford, Florida 32771-1468

(b) Payment shall be made after review and approval by CRA within thirty (30) days of receipt of a proper invoice from the CONSULTANT.

SECTION 5. AUDIT OF RECORDS.

(a) CRA may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and CRA subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT'S office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by CRA under the terms of the Agreement, CONSULTANT shall refund such overpayment to CRA within thirty (30) days of notice by the CRA.

SECTION 6. RESPONSIBILITY OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the CRA'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and remain liable to the CRA in accordance with applicable law for all damages to the CRA caused by the CONSULTANT'S performance of any of the services furnished under this Agreement.

SECTION 7. OWNERSHIP OF DOCUMENTS. All deliverable reference data, survey data, plans and reports that result from the CONSULTANT'S services under this Agreement shall become the property of the CRA after final payment for the specific service provided is made to CONSULTANT. No changes or revisions to the documents furnished by CONSULTANT shall be made by CRA or its agents without the written approval of CONSULTANT.

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by CRA and shall remain in effect for a period of one (1) year.

SECTION 9. TERMINATION.

(a) The CRA may, by written notice to the CONSULTANT, terminate this Agreement, in whole or in part, at any time, either for the CRA'S convenience or because of the failure of the CONSULTANT to fulfill CONSULTANT'S Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the CRA all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the CRA, the CONSULTANT shall be paid compensation for services performed to the date of termination. CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill his Agreement obligations, the CRA may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONSULTANT shall be liable to the CRA for reasonable additional costs occasioned to the CRA thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the CRA in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of the CRA. In such event, adjustment in the Agreement

price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the CRA provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CRA shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any

circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 13. SUBCONTRACTORS. In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior written approval of the CRA. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 14. INDEMNIFICATION OF CRA. The CONSULTANT shall indemnify and hold harmless the CRA, its officers, agents, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of the negligent performance of services under this Agreement by CONSULTANT, its officers, agents, or employees.

SECTION 15. INSURANCE.

(a) General. The CONSULTANT shall at the CONSULTANT'S own cost, procure the insurance required under this Section.

(1) The CONSULTANT shall furnish the CRA with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The CRA, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the CRA shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONSULTANT, the CONSULTANT shall provide the CRA with a renewal or replacement

Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONSULTANT shall, at the option of the CRA submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the CRA, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the CRA with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the CRA or failure to disapprove the insurance furnished by CONSULTANT shall relieve the CONSULTANT of the CONSULTANT'S full responsibility for performance of any obligation including CONSULTANT'S indemnification of CRA under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the CRA and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the CRA the CONSULTANT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the CONSULTANT'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT'S insurance shall cover the CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by

the National Council on Compensation Insurance, without restrictive endorsements. The CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONSULTANT'S insurance shall cover the CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

<u>LIMITS</u>	
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the CRA or the CRA'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONSULTANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 16. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust Seminole County ADR procedures prior to filing suit or otherwise pursuing legal remedies. Seminole County ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefore are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the Seminole County ADR procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the Seminole County ADR procedures.

(c) In the event that Seminole County ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 17. REPRESENTATIVE OF CRA AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The CRA, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more CRA employees to whom all communications pertaining to the day-to-day conduct of the Agreement

shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the CRA'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep CRA continually advised of such designation.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 20. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONSULTANT including its officers, employees, and agents, the agent, representative, or employee of the CRA for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services

performed under this Agreement.

SECTION 21. EMPLOYEE STATUS. Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CRA'S officers and employees either by operation of law or by the CRA.

SECTION 22. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the CRA.

SECTION 23. PUBLIC RECORDS LAW. CONSULTANT acknowledges CRA'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that CRA is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 24. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR CRA:

US 17-92 Community Redevelopment Agency
1101 E. First Street
Sanford, FL 32771-1468

FOR CONSULTANT:

Glatting Jackson Kercher Anglin Lopez Rinehart, Inc.
33 E. Pine Street
Orlando, FL 32801

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of the CRA, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the CRA to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

SECTION 27. CONFLICT OF INTEREST.

(a) The CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the CRA or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONSULTANT hereby certifies that no officer, agent or employee of the CRA has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONSULTANT to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONSULTANT hereby agrees that monies received from the CRA pursuant to this

Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purpose stated herein.

ATTEST:

GLATTING JACKSON KERCHER ANGLIN
LOPEZ RINEHART, INC.

Secretary

By: _____

Date: _____

(Corporate Seal)

SEMINOLE COUNTY, FLORIDA

ATTEST:

By: _____
Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the
at their _____, 20_____,
Regular meeting.

Approved as to form and
Legal sufficiency.

County Attorney

ATTACHMENT A

SCOPE OF SERVICES :: Phase I

PROJECT BACKGROUND

The County's Community Redevelopment Area (CRA) program has requested an evaluation and update to the US 17-92 CRA Plan. The US 17-92 CRA encompass approximately 12.6 miles; the southern portion of the CRA area has been identified as the Fern Park Area with a northern terminus in Historic Downtown Sanford. Two additional CRA's, City of Casselberry and the City of Sanford, have been established and will remain in their current jurisdictions of authority.

The County has expressed a desire to plan, more specifically, at key locations on the corridor for a more detailed review of potential redevelopment and investment. Identification of key nodes within the corridor shall be delineated for a more site specific plan to help redevelopment and reinvestment of the US 17-92 corridor. A summary report of the US 17-92 CRA, completed in 2001, identified four planning districts to review and create specific plans for redeveloping.

- Fern Park District, Orange/Seminole County Line to SR 436/Semoran Blvd
- Casselberry/Winter Springs District, From Dog Track Rd to County Rd 419
- Lake Mary District, County Rd 419 to Airport Blvd
- Historic Sanford District, Airport Blvd to West 1st Street

The Fern Park Redevelopment Framework was completed in April 2004 and is one of the identified districts. The three remaining districts within the corridor are in need of assessment through the identification of potential area's to further analyze and make specific recommendations for both public and private investment as identified below.

Specific outcome of this work will be a CRA Sub Area Analysis and Development Framework for the Casselberry/Winter Springs District, From Dog Track Rd to County Rd 419, as outlined in the following four phases.

PART 1 – BASIC SERVICES

1.1 Project Coordination:

In addition to the specific services detailed below, Glatting Jackson shall coordinate our work with the County's representative, monitor the project schedule as it relates to the scope as contained herein, and provide timely invoicing and reporting of project progress.

PHASE 1 – PROJECT FOCUS

This first phase of the study defines the project understanding by working closely with a Project Management Committee, a project Steering Committee and by conducting stakeholder interviews. During this initial phase of the study, Glatting Jackson will employ the following techniques to gather information and build a common understanding of the project's focus.

1.2 Formation of a Professional Advisory Committee –The committee will be appointed by the Board of County Commissioners to provide assistance to the Redevelopment Agency and lend insight into what is missing along the corridor along with identifying types of improvements that are beneficial from a developer's perspective. The County will be responsible for identification and formation of the group.

1.3 Kick-off & Advisory Workshop - Glatting Jackson will organize a joint kick-off and advisory workshop with the Professional Advisory Committee and project Steering Committee. County will make physical arrangements for the workshop and invite all attendees. Glatting Jackson will seek direction and input regarding the study's focus, specific areas of concern and key stakeholders to be interviewed. The goals and objectives of the project will be defined from this workshop.

1.4 Stakeholder Interviews- Glatting Jackson will facilitate a series of presentations/interviews with important stakeholders in the area. Several stakeholder groups are likely to include: neighborhood organizations, church groups, local businesses, property owners, educational institutions, chambers of commerce, FDOT and representatives of the private development community. These presentations should be brief (60 minutes), informal and highly focused on specific stakeholder issues regarding the Study Area. This process is intended to provide one-on-one or small group meetings with the stakeholders. Glatting Jackson will report the results of these interviews to the Project Management Committee and will employ the results of the interviews to complement the data collection efforts and clarify specific issues and concerns within the area.

Phase 1 - Product: Glatting Jackson will produce a memorandum and PowerPoint presentation summarizing Phase 1 activities.

- Project Goals and Objectives - Glatting Jackson shall document the projects goals and objectives, outline the results of the stakeholder interviews, identifying key issues that surfaced to be incorporated into the project's planning process.

PHASE 2 – PROJECT ANALYSIS AND EVALUATION

Glatting Jackson will review and assess the consistency, appropriateness and applicability of existing plans, zoning, overlay criteria, land use, access and connectivity. The review and assessment will be generally broken into four areas: physical characteristics, circulation, development and redevelopment opportunities.

2.1 Data Collection and Physical Context Evaluation:

A detailed physical analysis will supplement the data collection efforts identified below. The following is a list of proposed context analysis steps contingent on data availability. It is assumed that the data identified will be provided by the FDOT Project Manager to the consultant unless otherwise noted. Applicable data will be provided in a format that is compatible with GIS software.

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- *Existing Codes and Regulations* – The Consultant Team will review existing zoning codes and land development regulations applicable to the Study Area. This would provide a context for review of the level of change needed to successfully redevelop the corridor, site transit stations and to implement transit-oriented development changes within station areas.
- *Physical Inventory* – Utilizing existing data and a field survey, the Consultant Team will analyze and map existing and future land uses, ecological features, historical/cultural features, vacant or underutilized land, public space/parks, community facilities, parking facilities, neighborhoods, activity centers, building and development patterns, etc.
- *Land Use History* – Utilizing existing Seminole County and local resources, Glatting Jackson will develop a description of the land use and development history of the US 17-92 Study Area in order to place past trends in the context of future opportunities.
- *Future Land Use* - This includes the future land use designations according to the current comprehensive plan as well as all pending developments, building permit applications, rezoning petitions and comprehensive plan amendments.

- *Multi-Modal Transportation Assessment* - A transportation assessment will include an existing-conditions analysis based on available existing circulation patterns, operational conditions, existing policies/standards and programmed modifications. This analysis will establish the relationship of the transportation system to the surroundings; identify necessary additions or enhancements for better circulation or connectivity, and an assessment of the proposed land use modifications on the current and proposed transportation system.
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Phase 2 - Product: Glatting Jackson Team will produce a memorandum summarizing Phase 2 activities.

- Establish Planning Principles - Glatting Jackson shall document the goals, objectives and strategic direction for the development framework of the district through establishing specific planning principles for the study area.
- Identification of "Key" Redevelopment Sites. Glatting Jackson will provide recommendations for up to 4 key redevelopment sites within the district which will be further refined in Phase 3.

Glatting Jackson will produce a memorandum focusing on goals, objectives and strategies for the district summarizing Phase 1 activities.

PHASE 3 – CRA Sub Area and Development Framework - Design Charrette

The third phase of the Development Framework will be planned as an intensive three-day design charrette. The charrette, open to the public, will be focused around three (3) major public events: the charrette kick-off and design session, a design open-house throughout the three-day session, and a closing presentation of the charrette's results.

The public will be encouraged to attend the beginning and ending sessions of the charrette for general coverage. Individuals interested in specific issues will be encouraged to attend the design open-house throughout the three-day charrette. The County will be responsible for making physical arrangements for the charrette as well as inviting attendees.

Phase 3 - Product: A Development Framework will be produced during the charrette formatted into a PowerPoint presentation with all associated graphics. Specific products from the charrette are anticipated to include:

- Illustrative Development Framework Plan
- Key Site Redevelopment Plans for "catalyst sites" (3-4 *maximum*) which include development scenario's showing unit counts
- Development Scenario's showing unit counts
- Phasing diagrams illustrating redevelopment of the district over time
- Capital Improvement Plan could include:
 - Transportation Design Concepts
 - Transit
 - Streetscape Improvements
 - Conceptual Storm Water Concepts
 - Water and Sewer Improvements
 - Parks & Public Spaces
- Illustrative Design Sketches (both eye-level and aerial renderings)
- Initial Action/Implementation Plan
- Recommended Funding Alternatives (by phase)

PHASE 4 – Plan Refinement and Finalization

4.1 Draft Plan: Glatting Jackson will synthesize the public input and comments from the charrette into a draft plan report with graphics and diagrams to illustrate the overall planning and design concepts. The draft Development Framework will be submitted to Seminole County for review by CRA staff and the Project Management Committee. The County will provide Glatting Jackson with a consolidated set of written review comments from CRA staff and the Project Management Committee. The Draft Plan will include:

- *Development Framework* – The Development Framework will illustrate a design vision for the Study Area. This overall vision will identify area resources (public institutions, parks and open space, neighborhoods), where new development and specific uses could occur, catalytic development sites (parcels that are likely to be aggregated), and connections and transitions to adjacent neighborhoods, tying them together into a single strategic plan.
 - Provide recommendations for development and redevelopment in the corridor, including:
 - Types of land uses and general mix of uses;
 - Supportable units/square feet of space in the corridor;
 - Positioning of land uses relative to other districts in metro Orlando;
 - Provide recommended locations for each of the land uses (and/or location criteria), including locations for key, mixed-use projects and potential “pulse points” of concentrated activity;
 - Identify incentives that could be used to encourage development and redevelopment of the corridor, or that encourage existing uses to enhance their appearance.
- *Site Redevelopment Plans (3-4 maximum)* – The Site Redevelopment Plans highlight priority development opportunities to illustrate the building massing, height, parking, and transition areas of potential redevelopment. Issues to be addressed include what buildings should/will stay, what parcels are prime for redevelopment, and access/cross access opportunities.
 - *Incremental Redevelopment Strategies* – For each development site a phasing/incremental development strategy will be developed that illustrates the development steps necessary to achieve incremental redevelopment of the overall vision.
 - *Design Guidelines and Zoning Modifications* - A set of design standards and zoning modifications will be developed that structure redevelopment consistent with the overall goals of the district plan. These standards will include the public realm (streets and public space) and private development (buildings and site design). Issues to be outlined include building type and orientation, site design, and mixture of use.
- *Infrastructure Recommendations* - In addition to the private redevelopment issues, general location of stormwater, the identification of water and sewer services, appropriateness of additional parks and public spaces, and appropriate transportation concepts will be developed for the Study Area.

Glatting Jackson will provide an order of magnitude costs for the recommended infrastructure concepts.

- *Community Impact Analysis* – The County will estimate the number of residences, businesses, neighborhoods, and community facilities impacted by each alternative. The right-of-way cost estimate will reflect the cost of these impacts while this measure will reflect the number of each impacted.
- *Timeline for Implementation Plan* – As part of the refinement of the design concepts, Glatting Jackson will prepare an implementation strategy that will include a time schedule and estimated cost for improvements, potential funding sources as well as fiscal impacts on the CRA.

4.2 Final Plan: Glatting Jackson will finalize the Development Framework based on written review comments from County staff and the Project Advisory Committee.

- *Public Presentation* – Glatting Jackson will prepare a final presentation to be presented to the Professional Advisory Committee and/or Community Redevelopment Board, or other appropriate parties, to conclude the project.

Phase 4 - Product: The Final CRA Plan Update and Development Framework will include:

- *Preliminary/Draft Report* - Glatting Jackson shall prepare and submit three (3) black and white copies of a Preliminary/Draft Report outlining the findings of the evaluation, specifically outlining purpose, public input, and the results of Phases 3 and 4. The reports shall include conceptual designs and supporting information, analyses, and models.
- *Final Report* - Following review and comment on the Preliminary/Draft Report, Glatting Jackson will produce a final revised report and provide the Final CRA Plan Update and Development Framework Report: (1) printed and bound report and digital pdf file.
- *Executive Summary* – Glatting Jackson shall prepare an executive summary of the Final Report which will summarize the main goals, objectives and implementation strategies of the Development Framework Report in a concise format: (1) printed summary and digital pdf file.
- *Project Summary Board*: 30"x40" board summarizing all key graphics and project recommendations, (1) printed and mounted board and digital pdf file

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- *Project CD* – In addition to the printed copy of the report a project CD will be produced that includes: a digital (pdf) file of the final report and digital copies of all PowerPoint presentations prepared throughout the project.
- *Project Working Files CD* – Including all graphics and text files in their working application format (Illustrator, Photoshop, MS Word, etc.).
- *Final Public Presentation* – Glatting Jackson will prepare a final public presentation of the final plan to be presented to the Focus Groups and public in a final community event.
- *Public Hearing* – Glatting Jackson will prepare and present a final presentation at one (1) Redevelopment Planning Agency Meeting and one (1) public hearing for the Board of County Commissioners and/or CRA.

PROJECT FEE BUDGET																							
PROJECT NAME 1792 CRA Sub Area Analysis - Casselberry/Winter Springs District																							
PROJECT # 18108.01																							
DATE original:		Rev 1:				Rev 2:				Rev 3:				Rev 4:									
		PIC Troy R		Sr Urban Designer Blake		Project Manager Tara		Sr. LA Raj		Urban Designer Fabian		Planner Joel		Illustrator Todd		Sr. Graphic Artist Mick C		Graphic Artist Kris		Admin Assistant Alberta		GJ FEE	
SCOPE OF SERVICES		HRS	\$165 RATE	HRS	\$130 RATE	HRS	\$110 RATE	HRS	\$110 RATE	HRS	\$85 RATE	HRS	\$85 RATE	HRS	\$110 RATE	HRS	\$110 RATE	HRS	\$75 RATE	HRS	\$55 RATE	HRS	\$
Project Coordination																							
Part I: Project Focus																							
1.1 Project Coordination		24	\$3,960		\$0	54	\$5,940		\$0		\$0	0	\$0		\$0		\$0		\$0	18	\$880	94	\$10,780
1.2 Formation of Professional Advisory Committee			\$0		\$0	2	\$220		\$0		\$0		\$0		\$0		\$0		\$0		\$0	2	\$220
1.3 Kick off Professional Advisory Committee		4	\$680		\$0	8	\$880		\$0		\$0	8	\$680		\$0		\$0		\$0		\$0	20	\$2,220
1.4 Stakeholder Interviews		24	\$3,960		\$0	32	\$3,520		\$0	48	\$4,080		\$0		\$0		\$0		\$0	2	\$110	106	\$11,670
Subtotal		52	\$8,580	0	\$0	96	\$10,560	0	\$0	0	\$0	56	\$4,760	0	\$0	0	\$0	0	\$0	18	\$990	222	\$24,890
Part II: Project Analysis And Evaluation																							
2.1 Data Collection and Physical Context Evaluation		24	\$3,960	16	\$2,080	50	\$5,500		\$0	80	\$6,800	80	\$6,800		\$0		\$0	40	\$3,000	2	\$110	292	\$28,250
Subtotal		24	\$3,960	16	\$2,080	50	\$5,500	0	\$0	80	\$6,800	80	\$6,800	0	\$0	0	\$0	40	\$3,000	2	\$110	292	\$28,250
Part III: CRA SubArea Development Framework																							
3.1 Design Charrette (4 days)		30	\$4,950	30	\$3,900	30	\$3,300	30	\$3,300	30	\$2,550	30	\$2,550	30	\$3,300	30	\$3,300		\$0	2	\$110	242	\$27,260
Subtotal		30	\$4,950	30	\$3,900	30	\$3,300	30	\$3,300	30	\$2,550	30	\$2,550	30	\$3,300	30	\$3,300	0	\$0	2	\$110	242	\$27,260
Part IV: Plan Refinement & Finalization																							
4.1 Draft Plan		24	\$3,960		\$0	80	\$8,800		\$0		\$0	100	\$8,500		\$0		\$0	40	\$3,000		\$0	244	\$24,260
4.2 Final Plan		12	\$1,980		\$0	30	\$3,300		\$0		\$0	40	\$3,400		\$0		\$0	24	\$1,800		\$0	106	\$10,480
Subtotal		36	\$5,940	0	\$0	110	\$12,100	0	\$0	0	\$0	140	\$11,900	0	\$0	0	\$0	64	\$4,800	0	\$0	350	\$34,740
TOTAL FEE		142	\$23,430	46	\$5,980	286	\$31,460	30	\$3,300	110	\$9,350	306	\$26,010	30	\$3,300	30	\$3,300	104	\$7,800	22	\$1,210	1106	\$115,140
																					Subtotal GJ Fee		\$115,140
																					GJ RE		\$2,375
																					GJ Total Fee		\$117,515
Directs																							
Repro (base map, aerial, working documents)		\$1,000																					

ATTACHMENT A

SCOPE OF SERVICES - Phase II

PROJECT BACKGROUND

The County's Community Redevelopment Area (CRA) program has requested an evaluation and update to the US 17-92 CRA Plan. The US 17-92 CRA encompass approximately 12.6 miles; the southern portion of the CRA area has been identified as the Fern Park Area with a northern terminus in Historic Downtown Sanford. Two additional CRA's, City of Casselberry and the City of Sanford, have been established and will remain in their current jurisdictions of authority.

The County has expressed a desire to plan, more specifically, at key locations on the corridor for a more detailed review of potential redevelopment and investment. Identification of key nodes within the corridor shall be delineated for a more site specific plan to help redevelopment and reinvestment of the US 17-92 corridor. A summary report of the US 17-92 CRA, completed in 2001, identified four planning districts to review and create specific plans for redeveloping.

- Fern Park District, Orange/Seminole County Line to SR 436/Semoran Blvd
- Casselberry/Winter Springs District, From Dog Track Rd to County Rd 419
- Lake Mary District, County Rd 419 to Airport Blvd
- Historic Sanford District, Airport Blvd to West 1st Street

The Fern Park Redevelopment Framework was completed in April 2004 and is one of the identified districts. The three remaining districts within the corridor are in need of assessment through the identification of potential area's to further analyze and make specific recommendations for both public and private investment as identified below.

Specific outcome of this work will be a CRA Sub Area Analysis and Development Framework for the Lake Mary District, County Rd 419 to Airport Blvd, as outlined in the following four phases.

PART 1 – BASIC SERVICES

1.1 Project Coordination:

In addition to the specific services detailed below, Glatting Jackson shall coordinate our work with the County's representative, monitor the project schedule as it relates to the scope as contained herein, and provide timely Invoicing and reporting of project progress.

PHASE 1 – PROJECT FOCUS

This first phase of the study defines the project understanding by working closely with a Project Management Committee, a project Steering Committee and by conducting stakeholder interviews. During this initial phase of the study, Glatting Jackson will employ the following techniques to gather information and build a common understanding of the project's focus.

1.2 Formation of a Professional Advisory Committee –The committee will be appointed by the Board of County Commissioners to provide assistance to the Redevelopment Agency and lend insight into what is missing along the corridor along with identifying types of improvements that are beneficial from a developer's perspective. The County will be responsible for identification and formation of the group.

1.3 Kick-off & Advisory Workshop - Glatting Jackson will organize a joint kick-off and advisory workshop with the Professional Advisory Committee and project Steering Committee. County will make physical arrangements for the workshop and invite all attendees. Glatting Jackson will seek direction and input regarding the study's focus, specific areas of concern and key stakeholders to be interviewed. The goals and objectives of the project will be defined from this workshop.

1.4 Stakeholder Interviews- Glatting Jackson will facilitate a series of presentations/interviews with important stakeholders in the area. Several stakeholder groups are likely to include: neighborhood organizations, church groups, local businesses, property owners, educational institutions, chambers of commerce, FDOT and representatives of the private development community. These presentations should be brief (60 minutes), informal and highly focused on specific stakeholder issues regarding the Study Area. This process is intended to provide one-on-one or small group meetings with the stakeholders. Glatting Jackson will report the results of these interviews to the Project Management Committee and will employ the results of the interviews to complement the data collection efforts and clarify specific issues and concerns within the area.

Phase 1 - Product: Glatting Jackson will produce a memorandum and PowerPoint presentation summarizing Phase 1 activities.

- **Project Goals and Objectives** - Glatting Jackson shall document the projects goals and objectives, outline the results of the stakeholder interviews, identifying key issues that surfaced to be incorporated into the project's planning process.

PHASE 2 – PROJECT ANALYSIS AND EVALUATION

Glatting Jackson will review and assess the consistency, appropriateness and applicability of existing plans, zoning, overlay criteria, land use, access and connectivity. The review and assessment will be generally broken into four areas: physical characteristics, circulation, development and redevelopment opportunities.

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planning and design concepts. The draft Development Framework will be submitted to Seminole County for review by CRA staff and the Project Management Committee. The County will provide Glatting Jackson with a consolidated set of written review comments from CRA staff and the Project Management Committee. The Draft Plan will include:

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implementation strategies of the Development Framework Report in a concise format: (1) printed summary and digital pdf file.

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PROJECT FEE BUDGET																							
PROJECT NAME		1792 CRA Sub Area Analysis - Lake Mary District																					
PROJECT #		19106.02																					
DATE original:		Rev 1:				Rev 2:				Rev 3:				Rev 4:									
SCOPE OF SERVICES		PIC Troy R		Sr Urban Designer Blake		Project Manager Tara		Sr. LA Raj		Urban Designer Fabian		Planner Joel		Illustrator Todd		Sr. Graphic Artist Mick C		Graphic Artist Kris		Admin Assistant Alberta		GJ FEE	
		HRS	\$165 RATE	HRS	\$130 RATE	HRS	\$110 RATE	HRS	\$110 RATE	HRS	\$85 RATE	HRS	\$85 RATE	HRS	\$110 RATE	HRS	\$110 RATE	HRS	\$75 RATE	HRS	\$55 RATE	HRS	\$ RATE
Project Coordination																							
Part I: Project Focus																							
1.1	Project Coordination	24	\$3,960		\$0	54	\$5,940		\$0		\$0	0	\$0		\$0		\$0		\$0	16	\$880	94	\$10,780
1.2	Formation of Professional Advisory Committee		\$0		\$0	2	\$220		\$0		\$0		\$0		\$0		\$0		\$0		\$0	2	\$220
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Part II: Project Analysis And Evaluation																							
2.1	Data Collection and Physical Context Evaluation	24	\$3,960	16	\$2,080	50	\$5,500		\$0	80	\$6,800	80	\$6,800		\$0		\$0	40	\$3,000	2	\$110	292	\$28,250
	Subtotal	24	\$3,960	16	\$2,080	50	\$5,500	0	\$0	80	\$6,800	80	\$6,800	0	\$0	0	\$0	40	\$3,000	2	\$110	292	\$28,250
Part III: CRA SubArea Development Framework																							
3.1	Design Charrette (4 days)	30	\$4,950	30	\$3,900	30	\$3,300	30	\$3,300	30	\$2,550	30	\$2,550	30	\$3,300	30	\$3,300		\$0	2	\$110	242	\$27,260
	Subtotal	30	\$4,950	30	\$3,900	30	\$3,300	30	\$3,300	30	\$2,550	30	\$2,550	30	\$3,300	30	\$3,300	0	\$0	2	\$110	242	\$27,260
Part IV: Plan Refinement & Finalization																							
4.1	Draft Plan	24	\$3,960		\$0	70	\$7,700		\$0		\$0	100	\$8,500		\$0		\$0	40	\$3,000		\$0	234	\$23,160
4.2	Final Plan	12	\$1,980		\$0	30	\$3,300		\$0		\$0	40	\$3,400		\$0		\$0	24	\$1,800		\$0	106	\$10,480
	Subtotal	36	\$5,940	0	\$0	100	\$11,000	0	\$0	0	\$0	140	\$11,900	0	\$0	0	\$0	64	\$4,800	0	\$0	340	\$33,640
TOTAL FEE		142	\$23,430	46	\$5,980	276	\$30,360	30	\$3,300	110	\$9,350	306	\$26,010	30	\$3,300	30	\$3,300	104	\$7,800	22	\$1,210	1096	\$114,040
																				Subtotal GJ Fee		\$114,040	
Directs																							
Repro (base map, aerial, working documents)																				\$1,000			
Executive Summary (16 page documents x 10																				\$160.00			
																				GJ RE		\$1,975	
																				GJ Total Fee		\$116,015	

Directs
 Repro (base map, aerial, working documents) \$1,000
 Executive Summary (16 page documents x 10) \$160.00

ATTACHMENT A
SCOPE OF SERVICES - Phase III

PROJECT BACKGROUND

The County's Community Redevelopment Area (CRA) program has requested an evaluation and update to the US 17-92 CRA Plan. The US 17-92 CRA encompass approximately 12.6 miles; the southern portion of the CRA area has been identified as the Fern Park Area with a northern terminus in Historic Downtown Sanford. Two additional CRA's, City of Casselberry and the City of Sanford, have been established and will remain in their current jurisdictions of authority.

The County has expressed a desire to plan, more specifically, at key locations on the corridor for a more detailed review of potential redevelopment and investment. Identification of key nodes within the corridor shall be delineated for a more site specific plan to help redevelopment and reinvestment of the US 17-92 corridor. A summary report of the US 17-92 CRA, completed in 2001, identified four planning districts to review and create specific plans for redeveloping.

- Fern Park District, Orange/Seminole County Line to SR 436/Semorán Blvd
- Casselberry/Winter Springs District, From Dog Track Rd to County Rd 419
- Lake Mary District, County Rd 419 to Airport Blvd
- Historic Sanford District, Airport Blvd to West 1st Street

The Fern Park Redevelopment Framework was completed in April 2004 and is one of the identified districts. The three remaining districts within the corridor are in need of assessment through the identification of potential area's to further analyze and make specific recommendations for both public and private investment as identified below.

Specific outcome of this work will be a CRA Sub Area Analysis and Development Framework for the Historic Sanford District, Airport Blvd to West 1st Street, as outlined in the following four phases.

PART 1 – BASIC SERVICES

1.1 Project Coordination:

In addition to the specific services detailed below, Glatting Jackson shall coordinate our work with the County's representative, monitor the project schedule as it relates to the scope as contained herein, and provide timely invoicing and reporting of project progress.

PHASE 1 – PROJECT FOCUS

This first phase of the study defines the project understanding by working closely with a Project Management Committee, a project Steering Committee and by conducting stakeholder interviews. During this initial phase of the study, Glatting Jackson will employ the following techniques to gather information and build a common understanding of the project's focus.

1.2 Formation of a Professional Advisory Committee –The committee will be appointed by the Board of County Commissioners to provide assistance to the Redevelopment Agency and lend insight into what is missing along the corridor along with identifying types of improvements that are beneficial from a developer's perspective. The County will be responsible for identification and formation of the group.

1.3 Kick-off & Advisory Workshop - Glatting Jackson will organize a joint kick-off and advisory workshop with the Professional Advisory Committee and project Steering Committee. County will make physical arrangements for the workshop and invite all attendees. Glatting Jackson will seek direction and input regarding the study's focus, specific areas of concern and key stakeholders to be interviewed. The goals and objectives of the project will be defined from this workshop.

1.4 Stakeholder Interviews- Glatting Jackson will facilitate a series of presentations/interviews with important stakeholders in the area. Several stakeholder groups are likely to include: neighborhood organizations, church groups, local businesses, property owners, educational institutions, chambers of commerce, FDOT and representatives of the private development community. These presentations should be brief (60 minutes), informal and highly focused on specific stakeholder issues regarding the Study Area. This process is intended to provide one-on-one or small group meetings with the stakeholders. Glatting Jackson will report the results of these interviews to the Project Management Committee and will employ the results of the interviews to complement the data collection efforts and clarify specific issues and concerns within the area.

Phase 1 - Product: Glatting Jackson will produce a memorandum and PowerPoint presentation summarizing Phase 1 activities.

- Project Goals and Objectives - Glatting Jackson shall document the projects goals and objectives, outline the results of the stakeholder interviews, identifying key issues that surfaced to be incorporated into the project's planning process.

PHASE 2 – PROJECT ANALYSIS AND EVALUATION

Glatting Jackson will review and assess the consistency, appropriateness and applicability of existing plans, zoning, overlay criteria, land use, access and connectivity. The review and assessment will be generally broken into four areas: physical characteristics, circulation, development and redevelopment opportunities.

2.1 Data Collection and Physical Context Evaluation:

A detailed physical analysis will supplement the data collection efforts identified below. The following is a list of proposed context analysis steps contingent on data availability. It is assumed that the data identified will be provided by the FDOT Project Manager to the consultant unless otherwise noted. Applicable data will be provided in a format that is compatible with GIS software.

- *Base Mapping* – Utilizing existing Seminole County GIS data, and the project aerial photography, the Glatting Jackson will prepare a project base map. This base map will be the palette in which all design decisions are reflected.
- *Photo Inventory* – Photographs will include both eye-level pictures of the district as well as aerial oblique pictures taken from a helicopter. Oblique aerial photographs will illustrate land development patterns within the district.
- *Parcel Information* – Utilizing existing data, Glatting Jackson will analyze and map property parcel information. This will include parcel ownership, building patterns, land use and entitlements, number, type and location of driveways, street network and circulation patterns. This process will include identification of redevelopment constraints from current zoning, future land use designations, and redevelopment triggers.
- *Existing Codes and Regulations* – The Consultant Team will review existing zoning codes and land development regulations applicable to the Study Area. This would provide a context for review of the level of change needed to successfully redevelop the corridor, site transit stations and to implement transit-oriented development changes within station areas.
- *Physical Inventory* – Utilizing existing data and a field survey, the Consultant Team will analyze and map existing and future land uses, ecological features, historical/cultural features, vacant or underutilized land, public space/parks, community facilities, parking facilities, neighborhoods, activity centers, building and development patterns, etc.
- *Land Use History* – Utilizing existing Seminole County and local resources, Glatting Jackson will develop a description of the land use and development history of the US 17-92 Study Area in order to place past trends in the context of future opportunities.
- *Future Land Use* - This includes the future land use designations according to the current comprehensive plan as well as all pending developments, building permit applications, rezoning petitions and comprehensive plan amendments.

- *Multi-Modal Transportation Assessment* - A transportation assessment will include an existing-conditions analysis based on available existing circulation patterns, operational conditions, existing policies/standards and programmed modifications. This analysis will establish the relationship of the transportation system to the surroundings; identify necessary additions or enhancements for better circulation or connectivity, and an assessment of the proposed land use modifications on the current and proposed transportation system.
 - *Traffic circulation / operation* – Existing transportation network and traffic volumes in the area will be reviewed as well as planned future improvements.
 - *Transit circulation* – Bus routing and stop information, service frequencies, on-board survey results and boarding counts, and any future transit initiatives.
 - *Pedestrian and bicycle circulation* – Pedestrian and bicycle related land use inventory (schools, parks, business activity), physical features (bike facilities, sidewalk inventories).
- *Documentation (Community x-rays)* - Critical to the understanding of the area and the relationship of all the issues outlined is to document these issues diagrammatically. The Consultant Team will create a series of urban context diagrams that illustrate the various issues graphically to highlight their importance. These diagrams may include development history, architectural figure-ground, districts, neighborhoods, parks and open space, transportation/access, building massing and scale, development opportunities, etc. The x-rays will also inform the potential for specific areas to accommodate stations and transit-oriented development.

Phase 2 - Product: Glatting Jackson Team will produce a memorandum summarizing Phase 2 activities.

- Establish Planning Principles - Glatting Jackson shall document the goals, objectives and strategic direction for the development framework of the district through establishing specific planning principles for the study area.
- Identification of "Key" Redevelopment Sites. Glatting Jackson will provide recommendations for up to 4 key redevelopment sites within the district which will be further refined in Phase 3.

Glatting Jackson will produce a memorandum focusing on goals, objectives and strategies for the district summarizing Phase 1 activities.

PHASE 3 – CRA Sub Area and Development Framework - Design Charrette

The third phase of the Development Framework will be planned as an intensive three day design charrette. The charrette, open to the public, will be focused around three (3) major public events: the charrette kick-off and design session, a design open-house throughout the three-day session, and a closing presentation of the charrette's results.

The public will be encouraged to attend the beginning and ending sessions of the charrette for general coverage. Individuals interested in specific issues will be encouraged to attend the design open-house throughout the three-day charrette. The County will be responsible for making physical arrangements for the charrette as well as inviting attendees.

Phase 3 - Product: A Development Framework will be produced during the charrette formatted into a PowerPoint presentation with all associated graphics. Specific products from the charrette are anticipated to include:

- Illustrative Development Framework Plan
- Key Site Redevelopment Plans for "catalyst sites" (3-4 *maximum*) which include development scenario's showing unit counts
- Development Scenario's showing unit counts
- Phasing diagrams illustrating redevelopment of the district over time
- Capital Improvement Plan could include:
 - Transportation Design Concepts
 - Transit
 - Streetscape Improvements
 - Conceptual Storm Water Concepts
 - Water and Sewer Improvements
 - Parks & Public Spaces
- Illustrative Design Sketches (both eye-level and aerial renderings)
- Initial Action/Implementation Plan
- Recommended Funding Alternatives (by phase)

PHASE 4 – Plan Refinement and Finalization

4.1 Draft Plan: Glatting Jackson will synthesize the public input and comments from the charrette into a draft plan report with graphics and diagrams to illustrate the overall planning and design concepts. The draft Development Framework will be submitted to Seminole County for review by CRA staff and the Project Management Committee. The County will provide Glatting Jackson with a consolidated set of written review comments from CRA staff and the Project Management Committee. The Draft Plan will include:

- *Development Framework* – The Development Framework will illustrate a design vision for the Study Area. This overall vision will identify area resources (public institutions, parks and open space, neighborhoods), where new development and specific uses could occur, catalytic development sites (parcels that are likely to be aggregated), and connections and transitions to adjacent neighborhoods, tying them together into a single strategic plan.
 - Provide recommendations for development and redevelopment in the corridor, including:
 - Types of land uses and general mix of uses;
 - Supportable units/square feet of space in the corridor;
 - Positioning of land uses relative to other districts in metro Orlando;
 - Provide recommended locations for each of the land uses (and/or location criteria), including locations for key, mixed-use projects and potential “pulse points” of concentrated activity;
 - Identify incentives that could be used to encourage development and redevelopment of the corridor, or that encourage existing uses to enhance their appearance.
- *Site Redevelopment Plans (3-4 maximum)* – The Site Redevelopment Plans highlight priority development opportunities to illustrate the building massing, height, parking, and transition areas of potential redevelopment. Issues to be addressed include what buildings should/will stay, what parcels are prime for redevelopment, and access/cross access opportunities.
 - *Incremental Redevelopment Strategies* – For each development site a phasing/incremental development strategy will be developed that illustrates the development steps necessary to achieve incremental redevelopment of the overall vision.
 - *Design Guidelines and Zoning Modifications* - A set of design standards and zoning modifications will be developed that structure redevelopment consistent with the overall goals of the district plan. These standards will include the public realm (streets and public space) and private development (buildings and site design). Issues to be outlined include building type and orientation, site design, and mixture of use.
- *Infrastructure Recommendations* - In addition to the private redevelopment issues, general location of stormwater, the identification of water and sewer services, appropriateness of additional parks and public spaces, and appropriate transportation concepts will be developed for the Study Area.

Glatting Jackson will provide an order of magnitude costs for the recommended infrastructure concepts.

- *Community Impact Analysis* – The County will estimate the number of residences, businesses, neighborhoods, and community facilities impacted by each alternative. The right-of-way cost estimate will reflect the cost of these impacts while this measure will reflect the number of each impacted.
- *Timeline for Implementation Plan* – As part of the refinement of the design concepts, Glatting Jackson will prepare an implementation strategy that will include a time schedule and estimated cost for improvements, potential funding sources as well as fiscal impacts on the CRA.

4.2 Final Plan: Glatting Jackson will finalize the Development Framework based on written review comments from County staff and the Project Advisory Committee.

- *Public Presentation* – Glatting Jackson will prepare a final presentation to be presented to the Professional Advisory Committee and/or Community Redevelopment Board, or other appropriate parties, to conclude the project.

Phase 4 - Product: The Final CRA Plan Update and Development Framework will include:

- *Preliminary/Draft Report* - Glatting Jackson shall prepare and submit three (3) black and white copies of a Preliminary/Draft Report outlining the findings of the evaluation, specifically outlining purpose, public input, and the results of Phases 3 and 4. The reports shall include conceptual designs and supporting information, analyses, and models.
- *Final Report* - Following review and comment on the Preliminary/Draft Report, Glatting Jackson will produce a final revised report and provide the Final CRA Plan Update and Development Framework Report: (1) printed and bound report and digital pdf file.
- *Executive Summary* – Glatting Jackson shall prepare an executive summary of the Final Report which will summarize the main goals, objectives and implementation strategies of the Development Framework Report in a concise format: (1) printed summary and digital pdf file.
- *Project Summary Board*: 30"x40" board summarizing all key graphics and project recommendations, (1) printed and mounted board and digital pdf file

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- *Project CD* – In addition to the printed copy of the report a project CD will be produced that includes: a digital (pdf) file of the final report and digital copies of all PowerPoint presentations prepared throughout the project.
- *Project Working Files CD* – Including all graphics and text files in their working application format (Illustrator, Photoshop, MS Word, etc.).
- *Final Public Presentation* – Glatting Jackson will prepare a final public presentation of the final plan to be presented to the Focus Groups and public in a final community event.
- *Public Hearing* – Glatting Jackson will prepare and present a final presentation at one (1) Redevelopment Planning Agency Meeting and one (1) public hearing for the Board of County Commissioners and/or CRA.

PROJECT FEE BUDGET

PROJECT NAME 1792 CRA Sub Area Analysis - Historic Sanford District																							
PROJECT #		19106.03																					
DATE original:		Rev 1:				Rev 2:				Rev 3:				Rev 4:									
		PIC Troy R		Sr Urban Designer Blake		Project Manager Tara		Sr. LA Raj		Urban Designer Fabian		Planner Joel		Illustrator Todd		Sr. Graphic Artist Mick C		Graphic Artist Kris		Admin Assistant Alberta		GJ FEE	
SCOPE OF SERVICES		HRS	\$165 RATE	HRS	\$130 RATE	HRS	\$110 RATE	HRS	\$110 RATE	HRS	\$85 RATE	HRS	\$85 RATE	HRS	\$110 RATE	HRS	\$110 RATE	HRS	\$75 RATE	HRS	\$55 RATE	HRS	\$ RATE
Project Coordination																							
Part I Project Focus																							
1.1	Project Coordination	24	\$3,960		\$0	54	\$5,940		\$0		\$0	0	\$0		\$0		\$0		\$0	16	\$880	94	\$10,780
1.2	Formation of Professional Advisory Committee		\$0		\$0	2	\$220		\$0		\$0		\$0		\$0		\$0		\$0		\$0	2	\$220
1.3	Kick off Professional Advisory Committee	4	\$660		\$0	8	\$880		\$0		\$0	8	\$680		\$0		\$0		\$0		\$0	20	\$2,220
1.4	Stakeholder Interviews	24	\$3,960		\$0	32	\$3,520		\$0		\$0	48	\$4,080		\$0		\$0		\$0	2	\$110	106	\$11,670
	Subtotal	52	\$8,580	0	\$0	96	\$10,560	0	\$0	0	\$0	56	\$4,760	0	\$0	0	\$0	0	\$0	18	\$990	222	\$24,890
Part II Project Analysis And Evaluation																							
2.1	Data Collection and Physical Context Evaluation	24	\$3,960	16	\$2,080	50	\$5,500		\$0	80	\$6,800	80	\$6,800		\$0		\$0	40	\$3,000	2	\$110	292	\$28,250
	Subtotal	24	\$3,960	16	\$2,080	50	\$5,500	0	\$0	80	\$6,800	80	\$6,800	0	\$0	0	\$0	40	\$3,000	2	\$110	292	\$28,250
Part III CRA SubArea Development Framework																							
3.1	Design Charrette (4 days)	30	\$4,950	30	\$3,900	30	\$3,300	30	\$3,300	30	\$2,550	30	\$2,550	30	\$3,300	30	\$3,300		\$0	2	\$110	242	\$27,260
	Subtotal	30	\$4,950	30	\$3,900	30	\$3,300	30	\$3,300	30	\$2,550	30	\$2,550	30	\$3,300	30	\$3,300	0	\$0	2	\$110	242	\$27,260
Part IV Plan Refinement & Finalization																							
4.1	Draft Plan	24	\$3,960		\$0	70	\$7,700		\$0		\$0	100	\$8,500		\$0		\$0	40	\$3,000		\$0	234	\$23,160
4.2	Final Plan	12	\$1,980		\$0	30	\$3,300		\$0		\$0	40	\$3,400		\$0		\$0	24	\$1,800		\$0	106	\$10,480
	Subtotal	36	\$5,940	0	\$0	100	\$11,000	0	\$0	0	\$0	140	\$11,900	0	\$0	0	\$0	64	\$4,800	0	\$0	340	\$33,640
	TOTAL FEE	142	\$23,430	46	\$5,980	276	\$30,360	30	\$3,300	110	\$9,350	306	\$26,010	30	\$3,300	30	\$3,300	104	\$7,800	22	\$1,210	1096	\$114,040

Subtotal GJ Fee \$114,040

GJ RE \$1,975

GJ Total Fee \$116,015

Directs