

AGREEMENT FOR COLLEGE DRIVE VISIONING AND STRATEGIC DEVELOPMENT CHARRETTE

This Agreement for College Drive Visioning and Strategic Development Charrette (“Agreement”) is entered into this ____ day of July, 2024 (“Effective Date”), and is between Kimley-Horn and Associates, Inc. (“Consultant”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, College Drive is a 2.5 mile corridor that consists of a four-lane divided roadway connecting Blanding Boulevard (SR 21) to the north with County Road 220 to the south; and

WHEREAS, in November 2020, the College Drive Initiative was born out of the revitalization taking place on College Drive; and

WHEREAS, throughout 2021, members of the community, including residents, business owners, nonprofit agency employees, first responders, community leaders, residents, and local government officials, engaged in a deliberative process to determine needs that would assist with the community’s efforts to further transform College Drive into a destination for community services and arts; and

WHEREAS, on December 14, 2021, the County’s Board of County Commissioners (the “Board”) adopted a Resolution in support of the College Drive Initiative; and

WHEREAS, on December 13, 2022, the Board approved the utilization of the Technical Assistance Panels (TAP) services offered by Urban Land Institute North Florida (ULI) for the College Drive, Gateway to Clay, Blanding Boulevard, and High Ridge Initiatives; and

WHEREAS, ULI provided a TAP Report for the College Drive Initiative that outlines the results of the community engagement and panel’s observations and provides recommendations; and

WHEREAS, the TAP Report recommended organizing a charrette-based visioning process for the College Drive corridor; and

WHEREAS, the County issued a Request for Proposal, RFP No.: 23/24-075 (“RFP”), to engage a consultant with expertise in urban planning, economic development, transportation, and landscape architecture to lead a visioning and strategic development charrette for College Drive; and

WHEREAS, the Consultant responded to the RFP with a proposal to offer the requested services (“Consultant’s Response”); and

WHEREAS, County staff evaluated and ranked the proposals submitted, and on July 9, 2024, presentations were made before the Board by the top two bidders, and the Board awarded the RFP to the Consultant; and

WHEREAS, the Consultant is licensed and qualified to provide the requested services; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFP, and addendums and attachments thereto, including, but not limited to the TAP Report and the Clay County 2040 Comprehensive Plan, as well as the Consultant's Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the parties desire to enter into this Agreement, and the Consultant desires to provide the services to the County in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. THE SERVICES

- (a) The above recitals are true and correct and are incorporated herein by reference.
- (b) The Attachments identified in this Agreement are incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments (unless otherwise specified).
- (c) The Consultant shall lead a visioning and strategic development charrette for College Drive that utilizes the TAP Report findings to support sustainable development, improve quality of life, and establish a united identity for the College Drive area (the "Services"). The Services to be provided under this Agreement include urban planning, economic development, transportation, and landscape architecture. The scope of work to be performed and provided by the Consultant in relation to the Services is set forth in the RFP Scope of Work attached hereto as **Attachment A**, as amended and clarified by the RFP Question & Answer Report attached hereto as part of **Attachment A**, and the Consultant's Proposal with the Understanding, Approach, Alignment, updated Project Management, and Cost sections of the Consultant's Proposal being attached hereto as **Attachment B**.
- (d) The Consultant has allocated the Services into the following three Phases as set forth in **Attachment B**: Phase 1: Pre-Charrette Planning, Phase 2: Charrette Process – Community Vision, and Phase 3: Post-Charrette Activities – Strategic Action Plan. As part of Phase 3 Services, the Consultant will develop a final Strategic Action Plan that includes the results and summary of the charrette, a matrix with funding sources, visuals, suggested steps forward and

recommendations, short and long-term goals, and a potential budget for improvements. The Consultant will present such findings and recommendations to the Board and/or key County officials as directed by the County.

(e) In providing the Services, the Consultant shall:

1. Be familiar with the Services, deadlines, requirements, and the conditions under which the Services are to be completed;
2. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County;
3. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County; and
4. Not use any false, deceptive or misleading trade practices in the performance of the Services.

(f) The Consultant must engage in regular communication and meet with the Project Manager, Department Directors, and other key personnel on a regular basis as arranged by the parties to review the status of the Services, work assignments, upcoming activities, overall performance, and to incorporate their input into the planning and charrette process.

(g) In entering into this Agreement, the Consultant represents that it now has or will secure all materials and personnel required to perform all Services under this Agreement. The Consultant shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Consultant shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks.

(h) The Consultant represents and warrants to the County that Consultant is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services. The Consultant shall perform any and all Services assigned in a timely, efficient, workmanlike, and cost-effective manner that comports with professional industry standards, applicable federal, state and local laws and regulations, and in accordance with the applicable professional standards.

(i) The Consultant shall perform the Services using the degree of care and skill ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same or similar geographic area and in compliance with all applicable laws (“Standard of Care”).

(j) In performance of the Services, the Consultant is bound by and shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Any reference in this Agreement to a particular law, rule, or regulation in no way implies that no other law, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein.

(k) The County, by virtue of this Agreement, gives the Consultant no guarantee of any Services or any specific amount or quantity of Services that may be accomplished or performed by the Consultant during the term of this Agreement. The County shall have the sole right to reduce or eliminate, in whole or in part, the scope of work of any Service at any time and for any reason, upon written notice by the County Representative or Project Manager to the Consultant specifying the nature and extent of the reduction. In such event, the Consultant shall be compensated for the Services already performed. The Consultant shall also be compensated for the Services remaining to be done and not reduced or eliminated under the Agreement. However, the Consultant will not be compensated for services not performed or that are eliminated from this Agreement by the County.

(l) The County may conduct performance evaluations at any time during performance of the Services or soon after the completion of any Services to ensure compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

(m) For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Gabrielle Gunn, Director of Community & Social Services, or designee.

2. ADDITIONAL SERVICES AND FEES

(a) If the County identifies or the Consultant recommends any additional services to be provided by the Consultant that are not covered under the Agreement but are beneficial to the County, such additional services, including scope, timing, and fees must be mutually agreeable between the County and the Consultant and authorized in writing by the County.

3. TERM

(a) The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Services. The Consultant agrees to timely perform all Services as provided for in this Agreement.

(b) The term of the Agreement shall begin on the Effective Date and shall terminate upon completion of all Services hereunder.

(c) The Consultant agrees to achieve final completion of the Services under this Agreement by January 31, 2025 (“Final Completion Date”). As used herein, Final Completion shall mean when all Services have been completed and the Consultant has fulfilled all contractual obligations under this Agreement, including the final presentation, which must occur on or before the Board’s January 28, 2025 Board meeting. The Agreement may be extended only upon subsequent written agreement of the parties.

4. PAYMENT

(a) The County agrees to pay the Consultant for the Services performed in accordance with the terms of this Agreement. The total lump sum amount for completion of the Services is

\$95,000.00 as set forth in **Attachment B**. This amount includes the Services performed by the Consultant and any subconsultants, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, costs, and any other expenses associated with the Consultant's performance of the Services.

(b) Payments are to be made by the County to the Consultant upon presentation of an Invoice submitted to the Paying Agent no more than once per month in accordance with paragraph 5.

5. PAYMENT PROCEDURES

(a) As used herein, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Consultant under this Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

(b) The Consultant shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Services done or completed. All partial Invoices/estimates and payments shall be subject to correction when submitted, and/or, in the subsequent estimates and payments, and the final estimate and payment.

(c) Invoices shall be signed by the Consultant and must include the following information and items:

1. The Consultant's name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.
4. The period of the Services covered by the Invoice.
5. The total amount of payment requested, the total amount previously requested, and the total amount paid to date.
6. Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.
7. The Consultant must provide any additional documents, certificates, or information as needed to support or document the Invoice as may be requested by the County.

(d) Upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice has not been properly delivered or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Consultant in writing within 10 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Consultant is needed to make the Invoice proper.

(e) By the submittal of an Invoice hereunder, the Consultant shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Consultant or any other person or entity for failure to make payment.

(f) The parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Consultant's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

(g) The acceptance by the Consultant, including its successors or assigns, of any final payment due upon the termination of this Agreement or completion of the Services, shall constitute a full and complete release of the County from any and all claims or demands regarding further compensation for authorized Services rendered prior to such final payment that the Consultant, its successors, or assigns have or may have against the County under the provisions of this Agreement, unless a claim was previously and properly filed by the Consultant.

(h) The County's review, approval, acceptance of, or payment for the Services required under this Agreement may not be construed or deemed 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 will be and remain liable to the County in accordance with applicable law for damages suffered by the County caused by the Consultant's negligent performance of any of the Services furnished under this Agreement.

6. INDEMNIFICATION

(a) To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County and the Division, including their officers and directors from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by Consultant in the performance of the Agreement. No negligence shall be attributed to Consultant based on any acts or omissions of County's contractors or other consultants.

(b) The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

(c) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

(d) This paragraph shall survive the expiration or termination of this Agreement.

7. PATENTS/TRADEMARKS/COPYRIGHTS

(a) The Services shall not infringe or violate any U.S. copyright, trademark, trade secret or other proprietary or privacy right of a third party. Unless otherwise provided, the Consultant shall be solely responsible for obtaining the right to use any patented, trademarked, or copyrighted materials or other intellectual property in the performance of this Agreement.

(b) The Consultant, without exception, shall indemnify and hold harmless the County and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, trademarked, patented, or unpatented invention, process, or intellectual property that is manufactured, created, used, or supplied by the Consultant under this Agreement. In the event of any claim against the County of copyright, trademark, patent, or intellectual property infringement, the County will provide written notification to the Consultant. If such a claim is made, the Consultant shall take all provisional measures to protect and preserve the County's interests. Such provisional measures shall include using its best efforts to promptly purchase for the County any infringing products or services or procure a license at no cost to the County which will allow continued use of the intellectual property. If none of the alternatives are reasonably available, the County agrees to return the article or discontinue use of the work, product, logo, or phrase, etc. on request to the Consultant and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

8. INSURANCE

(a) The Consultant shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$50,000 each occurrence for Damage to Rented Premises
- \$5,000 Medical Expenses (any one person)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

- Workers Compensation Statutory limits
- Employers Liability \$100,000 Each Accident
 \$500,000 Disease Policy
 \$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Consultant waives, and the Consultant shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Consultant who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Consultant's employees, leased employees, volunteers, and any workers performing work.

4. Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$1,000,000 aggregate. Insurance must be kept in force until the third anniversary of the expiration or termination of the Agreement.

5. Umbrella/Excess Insurance

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, the Consultant may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Prior to commencement of the Services, the Consultant must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation, Employer's Liability, and Professional Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds.**" The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Consultant shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required

insurance coverage is canceled, terminated, or revoked, the Consultant agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

(g) It is the Consultant's responsibility to ensure that all independent contractors and subcontractors comply with the insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

9. DOCUMENTS, OWNERSHIP, AND USE

(a) All documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, summaries, and other records, materials, and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant or by any subconsultant or subcontractor on behalf of the County in connection with this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County.

(b) Upon the effective date of termination or expiration of the Agreement, the Consultant shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, specifications, surveys, drawings, artwork files, plans, maps, and summaries relating to this Agreement (other than working papers) that have been accumulated by the Consultant, provided to the Consultant by the County, and/or prepared or developed by the Consultant or by any subconsultant or subcontractor on behalf of the County and for which the Consultant has been paid to provide and perform the Services required to produce such documents. The Consultant agrees to provide these documents to the County within 10 business days of the County's request in such format and/or arrangement as requested by the County, including, but not limited to, physical and/or electronic copies. The Consultant shall also require that all subconsultants or subcontractors hired or otherwise engaged by the Consultant to provide Services in connection with this Agreement agree in writing to be bound by this provision.

(c) The Consultant shall not use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County. Any use by the County of the documents, data and information contained therein, obtained by the County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

10. ACCURACY OF SERVICES AND FINANCIAL CONSEQUENCES

(a) The Consultant shall be responsible for the quality, accuracy, completeness, and proprietary of information concerning its Services, including Services by any subconsultants. The Consultant shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or its subconsultants without additional compensation, even though final payment may have been received therefor. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

(b) In the event that the Consultant fails to perform the Services as specified in this Agreement, resulting in harm or damage to the County, the Consultant agrees to be responsible for monetary damages to the County. These damages will be calculated based on the direct financial losses incurred by the County due to the Consultant's failure to perform as agreed. The calculation of such damages will take into account any fees paid to the Consultant for any unperformed Services, any costs incurred by the County to correct or mitigate the failure, and any direct losses suffered by the County as a result of the failure. The Consultant's liability for monetary damages under this provision shall not exceed the total amount paid by the County to the Consultant under this Agreement, except in cases of gross negligence or willful misconduct by the Consultant. This limitation does not apply to any indemnification obligations of the Consultant or damages that cannot be limited by law. Nothing contained herein shall be construed to limit or prevent the County from seeking and recovering any other damages that may arise as a result of the Consultant's breach and/or failure to perform any condition, provision, or obligation of this Agreement. Additionally, the County's decision to seek financial consequences shall not be construed as a waiver of any legal remedies the County may have as to any default or breach under this Agreement.

11. DEFAULT AND TERMINATION

(a) Default. If the Consultant breaches any covenant made by it hereunder; fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of the Agreement; fails to perform on time or in accordance with the schedule; provides false or inaccurate information; provided Consultant has been paid by the County for services rendered, fails to make payment to its subconsultants or suppliers in accordance with the Agreement or in accordance with the respective agreements between the Consultant and the subcontractors or suppliers; fails to comply with applicable published rules, laws and regulations; or whenever the Consultant ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Consultant to be in default and may assert a default claim by giving the Consultant a written notice of default. Except for a default by the Consultant for failing to comply with applicable laws, rules, and regulations or for no longer providing the services contemplated under this Agreement which must be cured immediately or is otherwise subject to automatic termination for cause, the Consultant shall have 10 calendar days after receipt of the notice of default to either cure the default or, if the default is not curable within 10 calendar days, provide a written cure plan to the County describing how and when the default will be cured, which the County in its sole discretion may approve or disapprove. The

Consultant will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Consultant fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon the failure or inability of the Consultant to cure the default as provided above, unless otherwise agreed in writing, the County may, at its option, without releasing or waiving its rights and remedies against the Consultant and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate this Agreement, in whole or in part, for cause immediately upon written notice of termination by the County Representative to the Consultant. In the event the County terminates the Agreement, in whole or in part, because of default by Consultant, the County may procure goods, services, materials, and/or work similar to those terminated, and the Consultant shall be liable for any damages, costs, and any other expenses incurred due to this action. If it is determined that the Consultant was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Consultant), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

(c) Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative shall give 30 calendar days prior written notice of termination to the Consultant, specifying when the termination is to become effective. In the event of any such termination, the Consultant shall be paid by the County for all Services satisfactorily performed up to receipt of the notice of termination, and thereafter until the date of termination, the Consultant shall be paid only for such Services as are specifically authorized in writing by the County.

(d) Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated Services and shall stop Services to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subcontractor agreements related to the terminated Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County.

(e) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.

(f) Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

(g) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited

to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Consultant may request a reasonable extension of time for performance of its Services.

12. TAXES

(a) In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

13. APPROPRIATED FUNDS

(a) The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

14. PUBLIC RECORDS

(a) The Consultant acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Consultant acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Consultant covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County to perform the Services required under the Agreement;
2. Upon request from the County's custodian of public records, provide the County 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 in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public 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 Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the County; and

4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services. If the Consultant transfers all public records to the County upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(b) The Consultant's failure to comply with the requirements of this paragraph shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

(c) The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, require as follows:

1. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
2. If the Consultant does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.
3. If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

15. AUDIT

(a) The Consultant shall retain all records relating to this Agreement for a period of at least five 5 years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County reserves the right to examine and/or audit such records. This provision shall survive the termination or expiration of this Agreement.

16. SCRUTINIZED COMPANIES CERTIFICATION

(a) In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Consultant is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Consultant is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

17. E-VERIFY REQUIREMENT

(a) Pursuant to Section 448.095, Florida Statutes, the Consultant shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Consultant during the term of the Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Consultant must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

18. LOBBYING PROHIBITION CERTIFICATION

(a) In compliance with Section 216.347, Florida Statutes, the undersigned hereby certifies that the Consultant shall not use any funds associated with this Agreement for the purpose of lobbying the legislature, the judicial branch, or a state agency. The Consultant further certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

19. PROHIBITION AGAINST CONTINGENT FEES

(a) The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, 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 the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the total not to exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

20. TRUTH-IN-NEGOTIATION CERTIFICATE

(a) The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

21. PUBLIC ENTITIES CRIMES

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by

Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether the Consultant has been placed on the convicted vendor list.

(d) The Consultant will promptly notify the County if it or any subcontractor of the Consultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

22. SUSPENSION AND DEBARMENT

(a) By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

23. INDEPENDENT CONTRACTOR

(a) The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

24. NO ASSIGNMENT

(a) The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

25. SUBCONSULTANTS

(a) Utilization of any subconsultants in connection with Services performed under this Agreement, shall require prior written authorization from the County. Such written authorization may be obtained from the Project Manager on behalf of the County and will not be unreasonably withheld.

(b) Any subconsultant utilized by the Consultant shall be supervised and compensated by the Consultant.

(c) The Consultant shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of the Services of its subconsultants and of persons directly or indirectly employed by them.

(d) The Consultant shall cause appropriate provisions to be inserted in all subconsultant agreements relative to the Services giving the Consultant the same powers that the County may exercise over the Consultant under any provision of this Agreement.

(e) Nothing in the Agreement shall be construed as providing any subconsultant with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

26. NO THIRD-PARTY BENEFICIARIES

(a) Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

27. CONFLICT OF INTEREST

(a) Throughout the term of this Agreement, the Consultant must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Consultant's duties and obligations provided under this Agreement.

28. AMENDMENT OR MODIFICATION OF AGREEMENT

(a) The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. The Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Consultant's documents forwarded by the Consultant to the County.

29. FURTHER ASSURANCES

(a) Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

30. REMEDIES

(a) The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The Consultant and the Project Manager will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

31. GOVERNING LAW AND VENUE

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

32. ATTORNEYS' FEES

(a) In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, court costs, and any other expenses against the other party, including fees, court costs, and any other expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

33. NOTICE

(a) All notices given under this Agreement (excluding day-to-day communication in the administration and management of this Agreement in the ordinary course) shall be in writing and shall be deemed to have been duly given (1) when delivered by hand, (2) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (3) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid to the respective parties at their respective addresses set forth below:

If to Consultant:

Kimley-Horn and Associates, Inc.
12740 Gran Bay Parkway West
Suite 2350
Jacksonville, FL 32258
Attention: Mark Shelton
Copy to: Blair Knighting

If to the County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County
Manager
Copy to: Gabrielle Gunn, Project Manager

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the respective party will be provided to the other party.

34. WAIVER

(a) No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

35. SEVERABILITY

(a) If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

36. HEADINGS

(a) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

37. ENTIRE AGREEMENT

(a) This Agreement represents the entire agreement between the parties for the provision of the Services. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement, shall be valid.

38. COUNTERPARTS

(a) The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

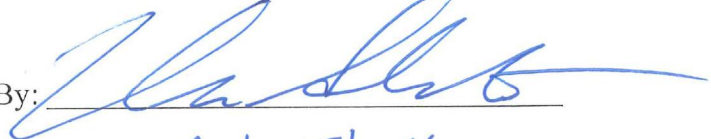
39. AUTHORITY

(a) The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the introductory paragraph.

KIMLEY-HORN AND ASSOCIATES, INC.

By: 

Print Name: Mark Shelton

Print Title: Associate

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Jim Renninger
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

**ATTACHMENT A
RFP SCOPE OF WORK
AND QUESTION AND
ANSWER REPORT**

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners is seeking proposals from a Consultant skilled in addressing urban planning, economic development, transportation, and landscape architecture for a visioning and strategic development charrette for College Drive. College Drive spans about 2.5 miles, bridging key county arteries Blanding Boulevard and County Road 220. This initiative aims to leverage insights from the TAP Report to promote sustainable growth, enhance livability, and forge a cohesive identity for the College Drive area.

Objectives

- Develop a community-endorsed vision plan that positions College Drive as a vibrant live, work, and play community.
- Enhance multimodal transportation for improved safety, accessibility, and connectivity.
- Foster economic vitality, environmental sustainability, and social inclusiveness through strategic development.

3.2. Background

History of the College Drive Initiative

In November 2020, the College Drive Initiative was born out of seeing the great synergy taking place on College Drive. With the many non-profits beginning to anchor in this area and the ongoing need to enjoy a full evening around the ever popular Thrasher-Horne Center, it was felt there was a unique opportunity to be proactive by gathering the thoughts of the College Drive community and begin initiating something that benefits its local citizens and Clay County at large. Throughout the following year (2021), Deliberative Forums devised through the Kettering Foundation took place. Over 150 Clay County citizens, nonprofit organizations, Clay County staff, St. John's River State College, Thrasher-Horne, and local business owners worked together to envision the future of College Drive. Monthly steering group meetings, a segment of the Clay County Safety Net Alliance monthly meeting, and seven deliberative forums in August and October resulted in several emerging outcomes.

- **Destination.** College Drive has the potential to become a destination not only for higher education and providing for peoples' critical needs, but a place where residents and visitors come to socialize with family and friends and enjoy entertainment and eating establishments. More than a thoroughfare, people envision College Drive as a nucleus of community life in north-central Clay County.
- **Public Education.** Educating residents and county citizens about the wealth of human services and educational resources on College Drive is an important first step for community leaders and stakeholders to create a brand identity for College Drive.

- **Safety and Aesthetics.** Deliberators strongly believe the road requires intersection improvements, low-maintenance landscaping, and safe pedestrian and bike lanes. Many felt a master plan, overlay district, or design plan of some kind would help guide future College Drive improvements.
- **Community Events.** Gathering community on a regular basis to enjoy Food Truck events and other festivities.

In December 2021, the Clay County Board of County Commissioners fully embraced the College Drive Initiative and the deliberative process has now moved into the implementation phase. It is an exciting time to be a part of something that will benefit so many citizens.

Future of the College Drive

Clay County is actively seeking proposals from Consultants with expertise in urban planning, economic development, transportation, and landscape beautification improvement to lead a visioning and strategic development charrette for College Drive. As the College Drive Project moves into its implementation phase, the College Drive Visioning and Strategic Development Charrette provides a comprehensive approach specifically tailored to meet Clay County's needs.

Drawing insights from the Technical Assistance Panel (TAP) Report, this plan ensures that the project resonates with the aspirations and goals of the community. The charrette's focus on thoughtful urban planning, economic revitalization, and aesthetically pleasing landscapes will transform College Drive into a vibrant hub of community life.

This journey offers an exciting opportunity to shape the future of College Drive and make a lasting, positive impact on the local area. The initiative welcomes individuals and organizations to participate in this transformative effort, promising to benefit countless citizens and cultivate a thriving, inclusive community in north-central Clay County.

3.3. [Scope](#)

Pre-Charrette Planning

- Integrate TAP Report findings, detailing College Drive challenges and opportunities.
- With support from County staff, identify citizen groups, engage a broad spectrum of stakeholders for comprehensive participation.
- Prepare materials summarizing key insights for participant review and discussion.

Charrette Process – Community Vision

- Facilitate a Community Visioning process consisting of public meetings, focus-group sessions, open houses, surveys, and other outreach forums. The desired outcome is a community vision

entailing guiding goals, each with specific visioning targets that could serve as a framework for the strategic planning process.

- Determine a community-accepted brand or identity slogan for promotion and direction.
- Use creative techniques to consolidate input on development scenarios and priorities.
- Address themes from the TAP Report, including mixed-use development, green spaces, and cultural amenities.

Post-Charrette Activities – Strategic Action Plan

- Incorporate the targets and ideas from the Community Vision into a Strategic Action Plan.
- Conduct an internal and external scan, i.e., looking at or reviewing the community's resources, strengths, and assets in light of trends and influences affecting the community.
- Internal scan would include an inventory of community resources, e.g., County resources and finances, people, health, education, business and job opportunities, housing, art and culture, leisure, recreation and entertainment, and geography.
- External scan to look at what is happening outside the community on a local, regional, and national level that may affect a community, e.g., demographics, economy, and lifestyle trends.
- Describe the overall strategy and identify challenges and opportunities.
- Develop an action plan and establish implementation steps and schedule.
- Establish benchmarks or milestones that measure the progress throughout the Strategic Planning process.
- Create a proposed budget that maximizes value for money in the Strategic Plan.
- Outline strategies for cost-effectiveness and efficiency throughout the project.
- Provide a detailed breakdown of the proposed strategic plan budget and its alignment with project goals.
- Present findings to County Officials and the community, fostering dialogue on actionable steps.

3.4. [Data Collection](#)

The Proposer will be responsible for coordinating all data and ensuring all necessary data is present and suitable.

3.5. [Existing Information](#)

This RFP provides the College Drive TAP Report and the Clay County 2040 Comprehensive Plan. Additional information may be available upon request.

3.6. Term

Final completion no later than December 31, 2024, including final presentation.

3.7. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Proposer that are determined to be best qualified based upon the evaluation of the Bids.

Proposers are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFP shall be awarded to the most qualified Proposer that meets all requirements of the RFP. Proposers are encouraged to arrange their Bids in a format that will offer ready review and evaluation of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Proposers.

3.8. Payment

The Proposers may request payment no more than once monthly, based on the amount of work done or completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

3.9. Cancellation of Contract

If the awarded Proposers fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and specifications established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Proposers.

3.10. Additional Services

If the County and/or awarded Proposers identifies any additional services to be provided by Proposer that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Proposer.



Clay County
Purchasing / Administrative and Contractual
Services

477 Houston Street, Green Cove Springs, FL 32043
(904) 269-6376

QUESTION & ANSWER REPORT

RFP No. 23/24-075

College Drive Visioning and Strategic Development Charrette

RESPONSE DEADLINE: May 30, 2024 at 4:00 pm

Approved, Answers Provided

1. Meetings

Apr 30, 2024 1:42 PM

Question: For the charette, the RFB indicates a process with “public meetings, focus-group sessions, open houses, surveys, and other outreach forums.” How many meetings does the County envision for the process?

Apr 30, 2024 1:42 PM

Answered by Stephanie Puhalla: At minimum of one (1) staff kickoff meeting, 2-3 community workshops (stakeholders would be in this group) and one (1) presentation to the BCC.

May 14, 2024 11:49 AM

2. Deadline Extension

May 1, 2024 9:33 AM

Question: Given the release date to submittal deadline being only 23 days, would the County consider extending the submittal deadline for 7-10 days?

May 1, 2024 9:33 AM

Answered by Stephanie Puhalla: See Addenda #1. Due Date extended until May 30, 2024 at 4:00 pm.

May 14, 2024 11:49 AM

3. Proposed Budget

May 1, 2024 12:04 PM

Question: On page 21, In the Post-Charrette Activities there is a task that requests “the creation of a proposed budget that maximizes value for money in the strategic plan.” Is this a request to have all of the infrastructure, landscaping, wayfinding, etc. to be quoted for future design purposes? Please elaborate in detail what this budget would entail.

May 1, 2024 12:04 PM

Answered by Stephanie Puhalla: Yes, provide an overarching estimate of the recommendations to allow the County to seek grant funding for the implementation for the proposed activities.

May 14, 2024 11:49 AM

4. Qualifications and Ability of Personnel

May 2, 2024 12:08 PM

Question: In reference to Section 5.22.2 Qualifications and Ability of Personnel, could you please clarify what information should be provided as some sections seem to overlap, and we do not wish to be redundant, as the RFP mentioned. Parts A. "Qualifications and related experience of each employee assigned to the project." and D. "Special expertise of personnel. Training, experience and capabilities of the Proposer or organization" could both be included on individual resumes (F.). Can the resumes reflect this information or should sections A-F all be separate?

May 2, 2024 12:08 PM

Answered by Stephanie Puhalla: Resumes can reflect the qualifications and related experience as well as any special expertise, training and capabilities and does not need to be duplicated in separate sections.

May 14, 2024 11:49 AM

5. Budget

May 2, 2024 12:09 PM

Question: Could the County please provide the budget for this project?

May 2, 2024 12:09 PM

Answered by Stephanie Puhalla: \$75,000 - \$100,000

May 14, 2024 11:49 AM

6. Local Preference

May 2, 2024 1:11 PM

Question: The Local Preference criteria was listed in the Evaluation Phases section of the RFP with no associated points. Does the County have a point allotment for this section?

May 2, 2024 1:11 PM

Answered by Stephanie Puhalla: Yes, five (5) administrative points.

May 14, 2024 11:49 AM

7. Non-construction Services Clarification

May 6, 2024 10:57 AM

Question: In reference to section 2.20. pg. 12, could the County please further clarify the term "non-construction services" and also confirm if a charrette falls under these terms or design services.

May 6, 2024 10:57 AM

Answered by Stephanie Puhalla: Yes, this Charrette falls under non-construction services.

May 14, 2024 11:49 AM

**ATTACHMENT B
PORTIONS OF
CONSULTANT'S
RESPONSE**

UNDERSTANDING OF PROBLEMS, OBJECTIVES, AND WORK.

The College Drive initiative was born in 2020 out of the revitalization taking place on College Drive. The County sought to be proactive in developing the community that is situated near the popular Thrasher-Horne Center and St. Johns River State College. In December 2021, the Clay County Board of County Commissioners fully embraced the College Drive Initiative and the deliberative process has now moved into the implementation phase.

The College Drive Visioning and Strategic Development Charrette will consist of improvements to enhance the existing College Drive that spans 2.5 miles. The objective of this initiative is to utilize the findings from the TAP Report

to support sustainable development, improve quality of life, and establish a united identity for the College Drive area. The services requested under this RFP include urban planning, economic development, transportation, and landscape architecture. It is understood that the Consultant will participate in the charrette to provide a community visioning and create a strategic action plan to incorporate the ideas within the community.

PROBLEMS CURRENTLY FACING THE AREA INCLUDE:

- Unsafe pedestrian and bike traffic
- Non-cohesive zoning
- Nonexistent corridor brand or theme
- Poor road infrastructure and transportation
- Lack of mixed-use developments and a pedestrian friendly environment

Clay County’s objectives clearly establish the goals of the visioning and charrette.

Objective 1

Develop a community-endorsed vision plan that positions College Drive as a vibrant live, work, and play community.

Objective 2

Enhance multimodal transportation for improved safety, accessibility, and connectivity.

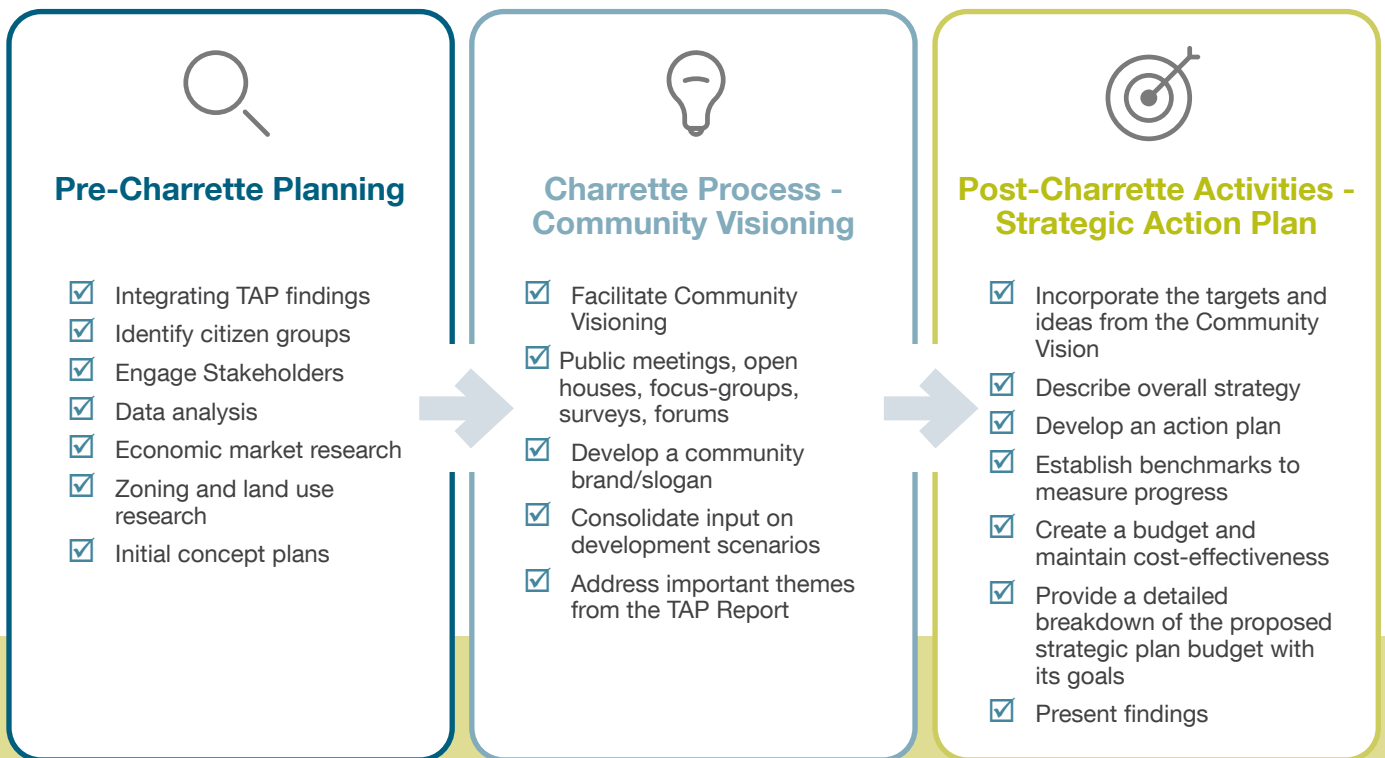
Objective 3

Foster economic vitality, environmental sustainability, and social inclusiveness through strategic development.



As non-profit organizations are developing in the area and families are looking for ways to enjoy themselves around the nearby Thrasher-Horn Center, the redevelopment of College Drive becomes even more necessary. The Kimley-Horn team desires to provide an environment where businesses can flourish, and families feel safe to enjoy the community. A well-developed corridor will not only improve daily social life but boost economic growth. Our team has a history of experience throughout the state of Florida on developing communities, within both the public and private sectors. In each community we serve, we strive to understand the values of that community and transform them into a vision that guides the planning process. Understanding the importance of diverse experiences, we intentionally partner with professionals of various backgrounds to create the opportunity for visionary thinking with a focus on implementation.

Based on our understanding of Clay County’s objectives as well as our vast experience with similar projects for local municipalities, we understand that the scope of services required for this contract is separated into three parts:



The Kimley-Horn team has the skillset to engage the citizens and stakeholders, facilitate community visioning, and incorporate ideas to develop a Strategic Action Plan. Critical to the success of this visioning and charrette will be an effective engagement of the local community in the planning process. Listening, careful storytelling, and inclusive interactions will be key elements of this public engagement. Identifying the true needs and priorities of the County and determining how they fit within the framework of the Strategic Development Plan will ensure that the future of College Drive reflects the community needs.

Kimley-Horn and our team members are known for facilitating public engagement that is meaningful, inspirational, and fun. Most importantly, the team will compile and present significant relevant and reliable findings to the County Board to facilitate a constructive discussion on feasible actions and next steps.

INNOVATIVE AND FEASIBLE APPROACH

5.22.4





At Kimley-Horn, we understand communication is the key to a successful project. From project inception to completion and post-completion, the Kimley-Horn team excels at maintaining strong communication with stakeholders and County officials. We employ an approach we refer to as “in-reach,” which involves establishing core relationships with key staff, discipline by discipline, and the team as a whole. Our extensive experience in working with municipalities and as an extension of staff in various communities—including the Cities of Jacksonville Beach, Oakland Park, Manatee County, Daytona Beach, Oak Hill, and Largo, to name a few—has provided us with a deep understanding of the constraints and demands on our staff’s time. Our team will prioritize discussions, questions, and tasks to better inform the process and prepare solutions and alternatives for our staff’s consideration. Kimley-Horn will guide the Strategic Development Charrette towards a high level of consistency and uniformity and deliver a document that fulfills each requirement set in the RFP. Our approach to serving the County focuses on three pillars:



INFORMED DECISION-MAKING

Generating and communicating relevant and useful information to citizens and stakeholders so informed decisions guide the plan’s development. This includes an effort to exchange the typical “urban planning jargon” with more user-friendly, descriptive, and applicable information.



IMPROVED COMMUNICATION

Frequent communication and a clear definition of the responsibilities of team members are critical elements in maintaining project schedules. Throughout the process, we will continue to keep staff updated concerning project progress. With that in mind, our project-specific work plan identifies critical milestones and deliverable dates. We then will actively manage our team’s resources to meet the agreed-upon schedules and keep your project on track.



INNOVATIVE IMPLEMENTATION

Our team will build upon our superior track record of developing and updating plans that effectively improve accessibility and mobility, are implementable, and create lasting improvements to urban environments. We will focus on short-and long-term initiatives and will guide the County on how best to initiate each recommendation. The result will be an action plan that includes clear direction on what to do next, who should lead the charge, and how it can be implemented.

SCOPE OF SERVICES

PHASE 1: PRE-CHARRETTE PLANNING

The Kimley-Horn team will meet with Clay County staff and key officials to kick off the project and secure readily available project data. At this meeting, we will establish project organization and staff coordination guidelines, as well as work with the County to define the project objectives and prepare the finalized schedule. As the project progresses, Kimley-Horn will facilitate a project progress call once a month with County staff to review the work assignments, project status, data/analysis needs, etc., through the end of this assignment.

The purpose of the Pre-Charrette Planning phase will be to prepare materials that will summarize key insights for review and discussion. Our economic/market analyst will conduct research to understand current and future market dynamics and will craft recommendations that reconcile growth potential for the College Drive corridor. The certified planners on the team will approach the corridor from a land use and zoning perspective to determine what policy changes may be recommended to assist with the redevelopment of the corridor.

We will use the TAP Report findings to develop conceptual plans for ways to revitalize College Drive such as streetscape designs, complete street options, and road diet designs. These conceptual plans will be used for the charrette process. In addition to conceptual plans, Kimley-Horn will create a College Drive branding theme and a matrix for data collection, funding opportunities, and overall feedback. The matrix will be a record of the project as it progresses. During the pre-charrette stage, Kimley-Horn will also create visual preference boards for charrettes, and a project website to host project updates along with a digital survey for those who are unable to attend.

Kimley-Horn will work hand and hand with County staff to identify relevant citizen groups and involve stakeholders for comprehensive participation in the charrette process. We will complete this task by July 2024.



MY OCALA // LAND USE AND HOUSING VISION 2050

What do you envision for Ocala in 2050?

Ocala is a community of neighborhoods and corridors that supports a robust economy and diverse population. As Ocala continues to grow and develop, it is important to think about the desired future physical character of the different areas of the City. Ocala prioritizes access to quality housing and conveniently located goods and services for all residents.

OCALA Kimley»Horn

MY OCALA // PUBLIC AND OPEN SPACES VISION 2050

Share with us...

Use the key below (also in your brochure) to put stickers on the map and let us know what you think about Ocala today and tomorrow.

- Park needs maintenance
- Well maintained park or recreation amenity
- Park needs amenity improvements or additions
- Potential new park/open space location
- Potential location for public art, concerts, and/or events
- Needs more hiking and/or biking trails
- Other

OCALA Kimley»Horn

“ We will use the TAP Report findings to develop conceptual plans for ways to revitalize College Drive such as streetscape designs, complete street options, and road diet designs. These conceptual plans will be used for the charrette process. ”

PHASE 2: CHARRETTE PROCESS – COMMUNITY VISION

Kimley-Horn understands the charrette stage is critical to understanding what College Drive stakeholders and citizens will desire for the area and developing a feasible plan for moving forward.

COMMUNITY VISION AND CHARRETTE

Hosting charrettes allows for interactive engagement and the ability to efficiently work with the County and the College Drive community. This enables us to quickly build upon the TAP Report and previous efforts to identify and prioritize the most important catalytic projects. The charrette will allow multiple “feedback loops” over several days to identify priorities in an efficient manner over a shorter period of time which can then be fine-tuned.

In addition to the charrettes, our team will interview key stakeholders for a refined vision and guiding principles to inform the scope, structure, purpose, and framework of the community's assets. From this vision, we will develop guiding principles to define the success of the project.

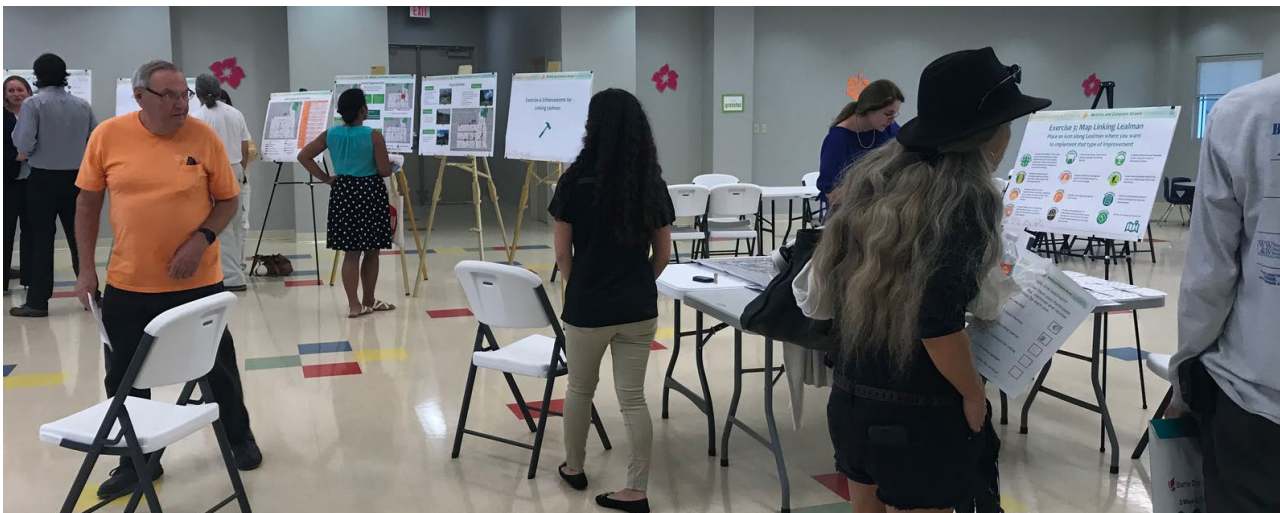
The concept plans created in the pre-charrette stage will be thoughtfully and collaboratively designed to utilize the TAP themes such as ideas for redevelopment, smart growth principles, and corridor designs including streetscapes to help create a multi-modal, multi-use corridor. Also, during this stage, Kimley-Horn will keep the project website updated with project progress, ensure the digital survey is accessible, and upload all relevant project documents to keep citizens and stakeholders informed throughout the process.

PHASE 3: POST-CHARRETTE ACTIVITIES – STRATEGIC ACTION PLAN

Once all the feedback from the charrette phase is synthesized, Kimley-Horn will create a draft of the Strategic Action Plan. The report will include a matrix and a summary of the results from the Pre-Charrette and Charrette phase. The report will include the following:

- Potential funding avenues for recommended improvements
- Current and future market dynamics and recommendations that reconcile growth potential for the College Drive corridor
- Recommended land use and zoning policy changes to assist with the redevelopment of the corridor
- Final recommended designs and a summary of the charrettes
- Suggested steps forward including short-term goals, 3-5 year goals, and long-term goals for the path forward after this project
- Potential budget for improvements

Kimley-Horn will be prepared to present the findings to the Board of County Commissioners.



Following the project, Kimley-Horn will remain accessible to the County and is willing to discuss the potential next steps that may result from the charrette project. Kimley-Horn is known for developing innovative approaches to projects that involve community participation. We will deliver effective methods for bringing the community into the process.



In addition to Community Outreach, Kimley-Horn excels in “in reach” where we engage the City’s staff in the process to ensure effective communication and “buy-in”. Many consultants suggest that they will build consensus, yet we seldom hear of success stories where all stakeholder groups are in full agreement with the entirety of an outcome. Instead, we propose a more realistic approach that seeks concurrence of the final recommendation not because each person is in total agreement, but rather because each participant was a part of the process, can identify the influence of their participation, and understands why a recommendation is being made. Incorporation of public involvement and realistic visualization techniques is critical for successfully communicating the issues and recommendations for our plans in a credible fashion to the community and policy makers.

Our staff creates realistic visualizations including three-dimensional (3D) animations that help tell the story. This is especially vital when trying to communicate the interconnected nature of our transportation and land use decisions. Providing visualization tools can help the public and stakeholders better understand the results of our decisions, policies, and guidelines. We are also able to gain valuable insights and feedback that influence and enhance our plans. We have developed very effective public involvement tools for engaging citizens, including them throughout the process, and incorporating their valuable feedback into the plans we help create.





B. OUTLINE EXPECTATIONS FOR THE COUNTY AND ITS STAFF FOR SUCCESSFUL CONSULTING SERVICE DELIVERY.

Kimley-Horn is a multidiscipline consulting firm involved in nearly every facet of the built environment. While proposing feasibility planning as a part of this project, we frequently lead design efforts on complex, state-of-the-art projects across multiple disciplines. Our own in-house expertise (ranging from landscape architecture, structural, traffic, planning, roadway, and everything in between), as well as our frequent teaming with external firms, means we do not see ourselves as just civil engineers, but as development consultants who play a part in accomplishing the bigger picture. We also recognize the County’s mindset and know that you strive to be good stewards of the dollars your community entrusts to you.



Our approach to efficiently involve the County starts by discussing the detailed tasks at the project kickoff meeting. We will demonstrate a combination of respect and eagerness toward our integration into a successful team and foster a partnership providing cooperation and collaboration as your chosen consultant. The expectation will be to encourage a mutual working relationship. The core elements of Kimley-Horn’s philosophy are expressed in its mission statement: Kimley-Horn is a business-based consulting practice, operated with integrity, and dedicated to providing timely, quality professional services in a profitable manner, therefore meeting the needs of our clients and satisfying the professional and financial objectives of our employees and owners.

Kimley-Horn keeps clients and staff at the center of our business. Co-founder Ed Vick said, “We have no reason to exist except to serve our clients.” That intense focus on providing quality to the people we serve has made Kimley-Horn one of the nation’s top consulting firms in every discipline we practice.

C. DETAIL THE DATA ANALYSIS PROCESS, INCLUDING THE METHODS AND STRATEGIES TO BE EMPLOYED, AND THE TYPES OF REPORTS AND FORMS THAT WILL BE GENERATED.

During the data analysis process, Kimley-Horn will create a Matrix to detail all ideas, feedback, and input received throughout the project. A Matrix is a way for us to capture all comments received throughout the project’s life. The Matrix also allows us to acknowledge the input by recording it and provides a historical record of if and how an idea, suggestion, or issue was addressed. This document will provide staff with a reference point if the County Commission or the public inquires.

It is anticipated that during the analysis process, concept plans and visual preference boards will be developed by Kimley-Horn to be vetted by staff and used in the charrettes for feedback and collaboration during the Public Engagement portion of the project.

The final deliverable will be a Strategic Action Plan including results and summary of the charrettes, a matrix with funding sources, any visuals created during the project, suggested steps forward, short-term goals, 3–5-year goals, and long-term goals for the path forward after this project.

D. SUBMIT A BRIEF SUMMARY OF THE APPROACH TYPICALLY USED TO COMPLETE SIMILAR PROJECTS WITHIN COMPARABLE TIMEFRAMES. INCLUDE STEPS, METHODS, AND PROCEDURES.

Kick-off: The first step typically starts with a kick-off meeting alongside staff to gain a comprehensive understanding of the expectations .

Data Analysis: After the expectations are understood by all parties, Kimley-Horn analyzes all the pertinent data regarding the project to become the subject matter experts. Internally, the Kimley-Horn team meets to discuss the data and create questions that we want to ask the public and stakeholders. This step is crucial for the public engagement portion of the project. In order to effectively ask these questions to the public and stakeholders, it is important for us to first determine the necessary information we need.



Plan Analysis: During the Plan Analysis stage, the Kimley-Horn team develop realistic concepts for streetscapes and roadway designs tailored to the project. In addition, our team will work with staff to develop a branding plan which will be presented to the public and stakeholders for buy in. We will also narrow down funding sources and develop a matrix which details how the municipality can better take advantage of the resources available and how to implement them.

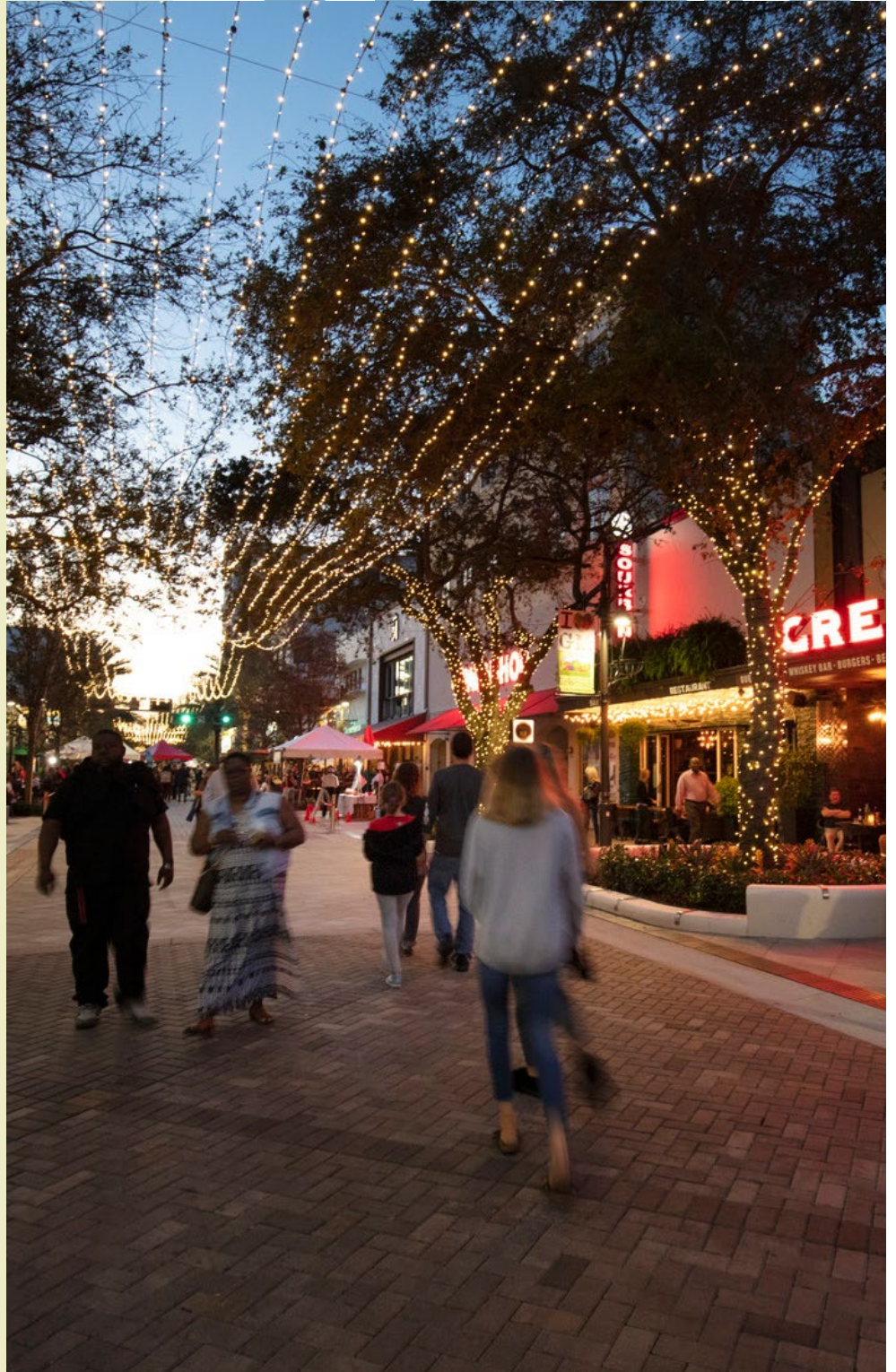
Public Engagement Plan: Once staff and our team agree upon any concepts as a result of the analysis stage, we will develop a Public Engagement Plan for the public engagement portion of the project. This usually includes working with staff on a project website, digital survey, and charrette activities such as visual preference boards and mapping exercises. Kimley-Horn records all public, stakeholder, and staff feedback in a matrix to memorialize the project and reference throughout.

“How To” Plan: After the charrette stages, Kimley-Horn develops a Plan. This will essentially be a “how to” for the municipality. This plan is a compiled document detailing the project process, the results and summary of the public engagement process, and a matrix with funding sources. Based on all the feedback heard throughout the process, the plan will usually delineate short-term goals, 3–5-year goals, and long-term goals.



ALIGNMENT WITH COLLEGE DRIVE
TECHNICAL ASSISTANTS
(TAP) REPORT INSIGHTS

5.22.5



A. DESCRIBE, IN DETAIL, HOW THE PROPOSED STRATEGIC DEVELOPMENT WILL ALIGN WITH THE COLLEGE DRIVE TECHNICAL ASSISTANCE PANEL (TAP) REPORT INSIGHTS.

Blair Knighting, AICP, was fortunate enough to be a part of the Gateway to Clay TAP last year, therefore, our team has firsthand knowledge of what the County is looking for with this project and is positioned to step in and assist. The focus of the College Drive TAP was to derive approaches to spur economic development and redevelopment along the corridor. A few of the main recommendations were open space, road diet options, funding, market analysis, land use/zoning analysis, and complete streets options. It is anticipated that Kimley-Horn will utilize the TAP results as a guideline for this project. Kimley-Horn is prepared to develop conceptual multi-modal road diet and streetscape options to use during the charrettes. In addition, we will develop a matrix with potential funding avenues for recommended improvements which will be developed by our highly successful grants team. Our economic/market analyst will conduct research to understand current and future market dynamics and will craft recommendations that reconcile growth potential for the College Drive corridor. Lastly, we will approach the corridor from a land use and zoning perspective to determine what policy changes may be recommended to assist with the redevelopment of the corridor.

B. PROVIDE SPECIFIC EXAMPLES OF HOW THE APPROACH INTEGRATES THE TAP REPORT'S INSIGHTS TO ACHIEVE THE PROJECT GOALS.

For the project approach, Kimley-Horn utilized the TAP and the recommendations from the TAP to develop the scope of action included with this RFP response. The proposed streetscape and road diet concepts for the charrettes, the funding/grant matrix, and the land use and zoning analysis included in the approach were developed with the TAP recommendations in mind. We also included our grants funding expert **Joe Crozier, AICP** and economic development expert **Jessica Rossi, AICP** to the team to ensure we are analyzing the current and future market dynamics for the corridor and potential funding opportunities. Below is a list of recommendations from the TAP Report, and how we incorporated it into the project approach.















List of Recommendations from the TAP Report	Integration into the Project Approach
Create a brand or theme for the College Drive corridor, such as The Brickyard District.	As part of the Pre-Charrette process, Kimley-Horn will develop a branding theme for the corridor which will be workshopped at the charrettes.
Engage a design professional and initiate a design charrette.	The Charrette phase of the project is focused on this recommendation.
Combine zoning of business/commercial categories and specifically exclude unwanted types of businesses.	During the Pre-Charrette phase, Kimley-Horn’s certified planners will analyze the land use and zoning of the corridor and make recommendations based on smart growth and best practice planning principles.
Create a core area between Old Jennings Road and Mosley Road and cluster initial development there. Make the investment turnkey for developers.	During the Pre-Charrette phase, Kimley-Horn’s economic development expert will analyze the corridor to determine where there are potential economic growth opportunities.
Highest and best uses include restaurants, retail, professional services, higher-density housing, childcare, flex/start-up space, and recreation.	During the Pre-Charrette phase, Kimley-Horn’s certified planners and economic development expert will analyze the land use and zoning of the corridor and make recommendations based on smart growth and best practice planning principles.
Initiate a road diet through the core area, add roundabouts at Old Jennings and Mosley roads, add parallel parking and widen sidewalks. Create a tactical urbanism demonstration project to test the road diet.	During the Pre-Charrette phase, Kimley-Horn’s roadway and safety experts will create concept plans to determine if road diet or a Complete Streets design is feasible. Those concepts will be used during the Charrette phase to gain meaningful feedback from the citizens and stakeholders.
Incorporate green space/recreational opportunity midblock in the core, a linear park behind the college, pocket parks where possible.	During the Pre-Charrette phase, Kimley-Horn’s landscape architects will work with the roadway and safety experts to create concepts for streetscapes and urban open spaces options.
Determine funding sources, such as a Neighborhood Improvement District or Community Redevelopment Agency, and federal and state funding for Complete Streets and other road safety activities.	Throughout the process, Kimley-Horn’s certified planners and grant experts will work together to create a matrix with potential funding options that will be a manual for the County to use moving forward.

5.22.6

PROJECT MANAGEMENT SCHEDULE AND TIMELINE



The Kimley-Horn team will work with Clay County staff at the beginning of the project to ensure that the desired schedule is met. The key to success for our schedule is communication, being responsive, proactive project planning, and managing the right resources.

Milestones	Date						
	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	
Kick-off Meeting							
Deliverable-Meeting Minutes							
Analysis and Data Collection							
Deliverable-Matrix with Findings							
Preparation of Public Engagement Plan and Charrette Materials							
Deliverable-Website, Digital Survey, Visual Preference Boards, Concept Plans, etc.							
Charrette(s) Meetings							
Deliverable-Meeting Preparation Documents							
Meeting-Reviewing New Draft Concepts							
Deliverable-Draft of Strategic Action Plan							
Meeting-Review and Approving Final Strategic Action Plan							
Deliverable-Final Strategic Action Plan							
Presentation to Clay County Board of County Commissioners and/or Key Staff Members							
Deliverable-Kimley-Horn Attendance and Final Approved Document							



WILLINGNESS AND ABILITY TO MEET TIME CONSTRAINTS

Kimley-Horn recognizes that meeting time constraints is critical to the success of this Visioning and Strategic Development Charrette. **Meeting your schedule for deliverables is more than simply a goal, it is an expectation and requirement.**

The team's previous experiences and lessons learned from planning and charrette projects will be invaluable to us in serving you. Our ability to complete projects within specific deadlines involves preparing a project schedule and work plan to define the methods and timing for completing each phase of the project. The schedule and plan are reviewed and approved, and a meeting is held with the team to ensure goals are met.

Schedule control begins with a clear understanding of the scope of work, the project objectives, a list of deliverables, budget, and a detailed schedule that includes milestone completion dates for specific tasks and the overall project. This foundation will be supported by clearly defined responsibilities of team members and ongoing communication with Clay County staff.

SUCCESSFUL SCHEDULE CONTROL

- Identifying realistic goals
- Developing a focused action plan
- Addressing only those items necessary to accomplish goals
- Anticipating the implications of decisions made in early phases
- Preparing a mechanism for addressing unexpected challenges



These steps build the framework for completing a successful project on schedule.

PROVIDE A POTENTIAL SCHEDULE WITH ESTIMATED DATES THAT INCLUDES AT MINIMUM THE FOLLOWING MILESTONES:

1. Kick-off meeting between the County
2. Analysis and Preparation of Public Engagement Plan
2. Charrette(s) Meetings
3. Meeting between Proposer and County to review new draft concepts prepared by Proposer
4. Meeting between Proposer and County to review and approve final strategic plan
5. Presentation to the Clay County Board of County Commissioners and/or key staff members

Please see the potential schedule above including the mentioned milestones.

5.22.7

PROPOSAL COST FOR SCOPE OF SERVICES



5.22.7. PROPOSAL COST FOR SCOPE OF SERVICES

Cost for the Pre-Charrette, Charrette Process, and Post-Charrette Activities is presented in the table below.

Kick-off and Progress Meetings	\$6,000
Analysis and Planning	\$20,000
Concept Plans and Charrette Materials	\$25,000
Charrettes and Stakeholder Meetings (3)	\$21,000
Action Plan	\$18,000
Hearings	\$5,000
Total	\$95,000