

January 31, 2022



AGENDA ITEM 4C

GENERAL PLANNING CONSULTANT (GPC) CONTRACTS

TYPE OF ITEM: CONSENT

STATEMENT OF ISSUE

At the December 16, 2021 Executive Committee meeting the members authorized the Executive Director to begin contract negotiations with the three top-ranking GPC firms, Kimley-Horn & Associates, Inc. (KHA), Reynolds, Smith and Hill (RS&H) and Halff Associates. The CRTPA staff is requesting that the Board approve the GPC contracts.

RECOMMENDED ACTION

Option 1: Authorize the CRTPA Chairman to execute and the Executive Director to administer the contracts with the KHA, RS&H and Halff for the CRTPA General Planning Consulting activities based on the scope-of-services and budget limitations.
(RECOMMENDED)

HISTORY AND ANALYSIS

In October 2021 the CRTPA solicited Requests for Qualifications (RFQ) for GPC services. Seven firms responded to the RFQ. The Selection Committee scored and ranked the consultants' proposals and requested the top three firms participate in oral presentations/interviews. After scoring the consultant presentations, the Selection Committee unanimously recommended all three firms be awarded consultant services contracts.

The Executive Committee, at the December 2021 meeting, authorized the Executive Director to begin contract negotiations. With negotiations concluded, the CRTPA staff is seeking approval for the CRTPA Chairman to execute the contracts with the three firms. The contract term is three years with the option for two one-year renewals. All work will be completed through a Task Work Order detailing the scope of services and cost. Task Work Orders will be presented to the Board for approval.

RECOMMENDED OPTIONS

Option 1: Authorize the CRTPA Chairman to execute and the Executive Director to administer the contracts with the KHA, RS&H and Halff for the CRTPA General Planning Consulting activities based on the scope-of-services and budget limitations.
(RECOMMENDED)

Option 2: Provide other direction.

ATTACHMENTS

Attachment 1: CRTPA - GPC Contract

GPC Agreement #: XXX

**GENERAL PLANNING CONSULTANT AGREEMENT
BETWEEN
THE CAPITAL REGION TRANSPORTATION PLANNING AGENCY
AND (Name of the selected Firm).**

This Agreement entered into this ____ day of _____ 2022, by and between the Capital Region Transportation Planning Agency, (“CRTPA”) and the General Planning Consultant firm of (Name of the selected Firm) (“GPC”), collectively referred to as the “parties”.

WITNESSETH

WHEREAS, the CRTPA is the designated metropolitan planning organization for Florida’s capital region, and in support of its mission, the CRTPA desires to contract with the GPC on tasks in support of the Adopted Unified Planning Work Program (UPWP). The work involves, among other things, performing a variety of technical, graphical, public involvement, and product review activities on a Task Work Order basis, to be assigned as needed; and

WHEREAS, the CRTPA will provide payment to the GPC in the form of a lump sum fee based on the specific Task Work Order. Compensation, payments and task scopes will be incorporated into each Task Order assignment; and

WHEREAS, The Executive Committee is authorized to approve time-sensitive documents pursuant to Section IV. CRTPA Bylaws, Subsection D.4.c., Duties of the Executive Committee; and

WHEREAS, CRTPA Executive Committee on December 16, 2021, authorized the Executive Director to proceed with contract negotiations; and

WHEREAS, by a vote of the CRTPA Board on January 31, 2022 the board has authorized its Chairman to enter into this agreement; and

WHEREAS, the GPC desires to perform the services outlined in this agreement;

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties agree as follows:

1. INCORPORATION OF RECITALS.

The parties agree that the above recitals are a material part of this agreement, are true and correct and are incorporated herein by reference.

2. SERVICES AND PERFORMANCE.

- A. The CRTPA does hereby retain the GPC to furnish certain services as described in Attachment A. The GPC will be required to perform policy, planning and engineering analyses and to develop specific recommendations and products and provide assistance to the CRTPA staff in completion of some or all of the Task Work Orders identified by the CRTPA. The GPC shall also assist the CRTPA by providing additional resources to accomplish the

assigned task as authorized by the CRTPA Board and directed by the Executive Director or his staff.

- B.** The GPC shall provide all facets of contract administration necessary to complete the project.
- C.** The GPC agrees to undertake the Project in accordance with all applicable federal, state and local statutes, rules and regulations, and standards.
- D.** The services outlined by the CRTPA will be accomplished using separate Task Work Orders as approved by the CRTPA Board. A separate, detailed scope of services (SOS) will be developed by the GPC for each Task Work Order in coordination with and approval of the CRTPA's Executive Director.
- E.** Details of the GPC's specific responsibilities, the work to be done, and the products to be delivered will be defined in the Task Work Order SOS along with the approved negotiated fee. Should there be a dispute between the parties regarding the meaning or interpretation of the Task Work Order SOS, the meaning or interpretation of the CRTPA shall be controlling. No work will begin until the GPC receives a written "*Notice to Proceed*" (NTP) letter signed by the CRTPA's Executive Director. The CRTPA will have the sole discretion for assigning any specific service(s) to any of the GPC.
- F.** The CRTPA will be entitled at all times to be advised, at its request, as to the status of work being done by the GPC and of the details thereof. Coordination shall be maintained by GPC with the CRTPA, and the GPC shall provide the CRTPA with progress/status reports. The CRTPA will have the right to review all work of the GPC at any time, in its sole discretion.
- G.** The GPC shall not sublet, assign, or transfer any work under this Agreement without prior written consent and approval of the CRTPA.
- H.** All tracings, plans, specifications, maps and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the CRTPA without restriction or limitation on the CRTPA's use. Any reuse of the documents by the CRTPA without the prior written approval of the GPC shall be at the CRTPA's sole risk and liability.
- I.** All notices require by this Agreement shall be directed, in writing, to the following parties:

For the CRTPA:
Executive Director
Capital Region Transportation Planning Agency
300 South Adams Street
Box A-19
Tallahassee, FL 32301

For the GPC:

Firm Name:

Name Representative:

Title Representative:

Address:

Tallahassee, FL

3. TERM AND EXTENSION OF AGREEMENT.

- A. All services performed under this Agreement will be specified through Task Work Orders as provided by the CRTPA's Executive Director. The project services to be rendered by the GPC for each Task Work Order will commence, upon a written NTP from the CRTPA's Executive Director, and will be completed within the time period specified in each Task Work Order.
- B. This Agreement shall remain in effect for three years from the date of execution with a possible extension for an additional two years; in one-year increments, or a two-year increment, as agreed to by the parties herein. Any extensions shall be in writing and executed by both parties and shall be subject to the same terms and conditions set forth in this Agreement.
- C. In the event it becomes impracticable or impossible for the GPC to complete the expected services within the term of this Agreement due to delays on the part of the CRTPA or circumstances beyond the control of the GPC, the Agreement may be extended, in the sole discretion of the CRTPA. Any extension of the Agreement must be in writing. Should the CRTPA decide not to extend this agreement pursuant to this section, the parties agree that the decision by the CRTPA pursuant to this paragraph does not create a cause of action for the GPC.

4. COMPENSATION AND PAYMENT.

- A. The CRTPA will provide payment to the GPC in the form of a lump sum fee based on the specific Task Work Order assigned by the CRTPA. Compensation, payments, and task scopes will be incorporated into each Task Work Order.
- B. Invoices shall be submitted by the GPC on a monthly basis, in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable, and verifiable deliverables or as a percent complete for specific tasks depending on the type of work as established in the Task Work Order.
- C. Supporting documentation for final payment must establish that all deliverables were received and accepted in writing by the CRTPA and must also establish that the required minimum level of service to be performed was met, and that the criteria for evaluating successful completion was met.
- D. Payment shall be made by the CRTPA within 30-days of receipt of the GPC's monthly invoice, if there are no discrepancies determined by the CRTPA upon review of the invoice.

If the CRTPA determines that the invoice has discrepancies, or is incomplete, whether in form or substance, the CRTPA shall not process the invoice but inform the GPC of the deficiency. Upon the GPC resolving the deficiency, the CRTPA shall make payment as outline in this paragraph.

- E. The CRTPA's obligation to pay under this Agreement is contingent upon the CRTPA's annual appropriation and fiscal year budget. The CRTPA, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditures of money in excess of the amounts budgeted as available for expenditure during such fiscal year. If, during the performance of one or more Task Work Orders, the CRTPA notifies the GPC that the funding for said Task Work Orders has been canceled or exceeded, this notice shall serve as a termination of the Task Work Order and the GPC shall be paid for only those services completed up to the date of the notification. The GPC shall not be entitled to any future monies under the terminated Task Work Orders. The parties agree that any actions by the CRTPA pursuant to this paragraph does not create a cause of action for the GPC.

5. INSURANCE AND INDEMNITY.

- A. **INDEMNIFICATION BY THE GPC.** The GPC will indemnify and hold harmless the City of Tallahassee ("City") and the CRTPA, its board, officers and employees and independent contractors from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or assessed against, or incurred by, the City and the CRTPA, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any negligence, recklessness, or intentionally wrongful conduct; or negligent act or omission of the GPC, its sub-consultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors in the performance of the contract.
- B. **LIABILITY OF THE GPC.** Neither the GPC nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the City or the CRTPA or any of its officers, agents, or employees.
- C. **LIABILITY INSURANCE.** Prior to commencing work, the GPC shall procure and maintain at the GPC's own cost and expense for the duration of the agreement liability insurance as specifically outlined in the RFQual, which includes a professional liability policy or policies with a company or companies authorized to do business in Florida, affording professional liability insurance coverage for the professional services to be rendered in accordance with this Agreement. The liability insurance procured must also cover against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the GPC, its agents, representatives, employees, or subcontractors. The GPC shall maintain limits no less than *Commercial General/Umbrella Liability Insurance*-\$500,000 limit per occurrence for property damage and bodily injury; *Business Automobile/Umbrella Liability Insurance*- \$500,000 limit per accident for property damage and personal injury; *Professional Liability Insurance*-\$1,000,000 or as per project (ultimate loss value per occurrence).

D. WORKERS' COMPENSATION. The GPC shall also carry and keep in force *Workers' Compensation and Employers' Umbrella Liability Insurance* for \$1,000,000 per accident. Worker's Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage. The insurer shall agree to waive all rights of subrogation against the CRTPA, members of its Board, committees, officers, agents, employees and volunteers for losses arising from activities and operations of the GPC in performance of services under this Agreement.

E. As outlined specifically in the RFQual, the CRTPA, members of its Board, committees, officers, agents, employees, independent contractors, and volunteers are to be covered as additional insured as respects to: liability arising out of activities performed by or on behalf of the GPC; products and completed operations of the GPC; premises owned, leased or used by the GPC or premises on which the GPC is performing services on behalf of the CRTPA. The coverage shall contain no special limitations on the scope of protection afforded to the outlined representatives of the CRTPA Board and committees, officers, agents, employees, independent contractors and volunteers.

6. COMPLIANCE WITH LAWS.

A. The GPC shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

B. The CRTPA and the GPC agree that the GPC, its employees and subcontractors are not agents of the CRTPA as a result of this Agreement.

C. Upon approval by the CRTPA, the GPC shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GPC in conjunction with this Agreement. Failure by the GPC to grant such public access, after the CRTPA's approval, shall be grounds for immediate unilateral cancellation of this Agreement by the CRTPA, in the CRTPA's sole discretion.

D. The GPC agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the CRTPA and securing its consent in writing. The GPC also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the CRTPA.

E. The GPC covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement.

F. The GPC shall utilize the U.S. department of Homeland Security's E-Verify system, in

accordance with the terms governing the use of the system, to confirm the employment eligibility of:

- (1) All persons employed by the GPC during the term of the Agreement to perform employment duties within Florida; and
- (2) All persons, including subcontractors, assigned by the GPC to perform work pursuant to the Agreement with the CRTPA.

7. TERMINATION AND DEFAULT.

A. The CRTPA may terminate this Agreement in whole or in part at any time the interest of the CRTPA requires such termination, as follows:

- (1) If the CRTPA determines that the performance of the GPC is not satisfactory, the CRTPA will notify the GPC in writing of the deficiency with the requirement that the deficiency be corrected within a specified time. If the GPC has not addressed the concerns of the CRTPA within the specified time, the CRTPA shall terminate the Agreement at the end of such time, in its sole discretion. The parties agree that any actions by the CRTPA pursuant to this paragraph does not create a cause of action for the GPC.
- (2) If the CRTPA requires termination of the Agreement for reasons other than unsatisfactory performance of the GPC, the CRTPA will notify the GPC of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated. The parties agree that any actions by the CRTPA pursuant to this paragraph does not create a cause of action for the GPC.
- (3) If the Agreement is terminated before performance is completed, the GPC will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement. The parties agree that any actions by the CRTPA pursuant to this paragraph does not create a cause of action for the GPC.

B. The CRTPA reserves the right to cancel and terminate this Agreement in the event the GPC or any employee or agent of the GPC is convicted for any crime arising out of or in conjunction with any Work Order being performed by the consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the CRTPA. The parties agree that any actions by the CRTPA pursuant to this paragraph does not create a cause of action for the GPC.

8. ASSIGNMENT AND SUBCONTRACTORS.

The GPC will maintain an adequate and competent professional staff so as to enable the GPC to timely perform under this Agreement and must be authorized to do business within the State of

Florida and may associate with it such sub-consultants, for the purpose of its services hereunder, without additional cost to the CRTPA, other than those costs negotiated within the limits and terms of this Agreement. The GPC is fully responsible for satisfactory completion of all subcontracted work. The GPC, however, will not sublet, assign or transfer any work under this Agreement to other than sub-consultants specified in the Agreement without the prior written consent of the CRTPA.

9. ADDITIONAL COMPLIANCE REQUIREMENTS (FEDERAL).

- A. The GPC agrees that the GPC shall not discriminate on the basis of race, color, religion, national origin, age or sex in the performance of this contract. The GPC shall carry out applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation (USDOT) – assisted contracts. Failure by the GPC to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate which may include, but is not limited to:
- (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.

The GPC shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this contract. Upon notification to the recipient of the failure to carry out its approved program, the FDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C.3801 et seq.).

- B. Under 49CFR 26.21, the MPO is required to follow the statewide triennial DBE goal. Currently this goal is 10.65% and is entirely race neutral. Race neutral means that the MPO can likely achieve it the overall DBE % through ordinary procurement methods. Therefore, no specific no specific contract goal is applied to this project. The CRTPA is committed to supporting the identification and use of DBEs and other small businesses and encourages the GPC to make all reasonable efforts to do so. Assistance with locating DBEs and other special services is available at no cost through FDOT’s Equal Opportunity Office DBE Supportive Services suppliers. More information is available by contacting the FDOT Equal Opportunity Office at 850-414-4750 or by visiting the supportive service website at <https://www.fdot.gov/equalopportunity/serviceproviders.shtm>.
- C. Compliance with Regulations: The GPC shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

- D.** Nondiscrimination: The GPC, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The GPC shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E.** Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the GPC, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the GPC of the GPC's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F.** Information and Reports: The GPC shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *CRTPA, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the GPC is in the exclusive possession of another who fails or refuses to furnish this information, the GPC shall so certify to the *CRTPA, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration*, as appropriate and shall set forth what efforts it has made to obtain the information.
- G.** Sanctions for Noncompliance: In the event of the GPC's noncompliance with the nondiscrimination provisions of this contract, the CRTPA shall impose such contract sanctions as it or the *Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
- Withholding of payments to the GPC under the contract until the GPC complies, and/or
 - Cancellation, termination or suspension of the contract, in whole or in part.
- H.** Incorporation of Provisions: The GPC shall include the provisions of paragraphs (C) through (I), above, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The GPC shall take such action with respect to any subcontract or procurement as the *CRTPA, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the GPC becomes involved in, or is threatened

with, litigation with a sub-contractor or supplier as a result of such direction, the GPC may request the CRTPA to enter into such litigation to protect the interests of the CRTPA and the *Florida Department of Transportation* to protect the interest of the *Florida Department of Transportation*, and, in addition, the GPC may request the United States to enter into such litigation to protect the interests of the United States.

- I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

10. MISCELLANEOUS PROVISIONS.

- A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

- B.** The GPC shall not be obligated or liable hereunder to any party other than the CRTPA. This agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto.
- C.** In no event shall the making by the CRTPA of any payment to the GPC constitute or be construed as a waiver by the CRTPA of any breach of covenant or any default which may then exist, on the part of the GPC, and the making of such payment by the CRTPA while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the CRTPA with respect to such breach or default. Additionally, the failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed as a waiver or relinquishment in the future of the enforcement thereof, and such term or provision shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.
- D.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- E.** If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- F.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.
- G.** This Agreement shall be effective upon the signing by both parties (execution) and shall continue in effect and be binding on the parties until all Work Orders are completed and accepted and payment made by the CRTPA or terminated as provided in this Agreement.
- H.** An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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. By signing this agreement,

the GPC affirms that the GPC is not in violation of this section.

- I. Each party represents to the other that the individual signing below on its behalf is fully authorized to execute this Agreement, and no further action by any board, council, employee or officer is required for the due execution and effectiveness of this Agreement.
- J. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
- K. The parties hereto shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, subject to the modifications herein, and the terms of this Agreement shall be specifically enforceable in Circuit Court.
- L. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising here from, the prevailing party shall be paid by the non-prevailing party the reasonable attorneys' fees and costs incurred in enforcing its rights and remedies, whether incurred at the pretrial, trial, or appellate levels.

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IN WITNESS WHEREOF, the CRTPA has caused this General Planning Consultant Agreement to be executed in its behalf this _____ day of _____, 2022, by its Chairman authorized to enter into and execute same by a vote of the CRTPA Board on the _____ day of January, 2022 and the GPC has caused this Agreement to be executed in its behalf through its Representative, on the date set forth below.

CRTPA

FIRM Name

Kristin Dozier
CRTPA Chair

(print name)
Title

Date: _____

Date: _____

APPROVED AS TO FORM:

LEGAL REVIEW:

Thornton Williams
CRTPA GENERAL COUNSEL

(print name)
GENERAL COUNSEL