

# Standard Consultant Agreement For Professional Services



May 12, 2014

**Mr. Phillip R. Searce, AICP**

Principal Planner  
Planning & Zoning Division  
302 W. Reynolds Street  
P.O. Box C  
Plant City, FL 33564-9003

Re: Transportation Impact Analysis Proposal  
Walden Lake Planned Development Modification

Dear Mr. Searce:

We appreciate the opportunity to offer our services to perform the required transportation impact analysis for the referenced development in Plant City, FL. The site is located south of Sydney Road, west of Alexander Street, north of Trapnell Road, and east of Turkey Creek Road, in the City of Plant City. The development, which is expected to occur on the site of an existing golf course, is anticipated to consist of a 120-unit assisted living facility, 187 single-family residential units, and 320 multi-family residential units. We will conduct the study in accordance with direction provided by City staff and Sections 102-446(2)j and 102-1900, Concurrency Management, of the Plant City Municipal Code; the methodology and analysis shall be performed in accordance with generally accepted traffic engineering practices and procedures and will be subject to review and approval of the City Engineer, Hillsborough County, and/or the Florida Department of Transportation. Accordingly, we propose the following for your consideration.

## **SCOPE OF SERVICES**

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The proposed analysis shall follow accepted traffic analysis methodologies using HCS analytical tools (software) where needed. This process shall include the following tasks and subtasks:

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1. Preparation of a methodology memorandum and a methodology meeting with representatives from the City, the applicant, and other jurisdictions with authority. The methodology memorandum will be delivered within two weeks of receiving an official Notice to Proceed from the Client.
2. Traffic Impact Analysis per City of Plant City requirements:
  - a) Confirm study roadway segments and intersections; this proposal assumes that significantly impacted segments and intersections will be limited to the following, as identified by City staff:

### *Segments*

- Sydney (Forbes to Airport)
- Alexander (I-4 to Jim Johnson)
- Turkey Creek (Trapnell to 92)
- Trapnell (Turkey Creek to 39)
- Timberlane (Trapnell to Alexander)

### *Primary Development Access Points/Intersections*

- Alexander at Timberlane
- Timberlane at Trapnell
- Griffin Blvd at Turkey Creek
- Clubhouse Dr. at Timberlane Dr.
- Griffin Blvd at Timberlane Dr. (2 separately operating offset intersections)
- Griffin Blvd at Mud Lake

### *Other Impacted Intersections*

- Alexander at Airport/Grant
- Alexander at Mud Lake
- Alexander at YMCA PI
- Alexander at SR 39
- Charlie Griffin at SR 39
- Turkey Creek at Sydney
- Mud Lake at Charlie Griffin
- Turkey Creek at SR 574
- Turkey Creek at Trapnell
- Mud Lake at Trapnell

- b) Calculate daily, AM peak, and PM peak trips generated by the proposed development per ITE. Given existing conditions and the nature of the development, AM impacts are expected to be analyzed.
  - c) Distribute trips on the surrounding network as well as surrounding

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- intersections (based primarily on existing trip distribution from the planned development as measured through conducted turning movement counts below); this trip distribution will be limited to the identified study roadway segments and intersections.
- d) Assign trips to study intersections and segments.
  - e) Conduct AM and PM peak hour turning movement counts at the identified study intersections.
  - f) Identify recent daily traffic volumes for analysis segments from FDOT, Hillsborough County, and/or the City of Plant City.
  - g) Conduct Level of Service (LOS) analysis for the AM and PM peak hour for all identified study intersections and segments.
  - h) Identify roadway (geometric or traffic control) improvements required for the project (limit to one iteration, if required) to maintain the City-adopted LOS standards and meet traditional concurrency requirements for the impacted intersections and/or segments.
  - i) Conduct PM peak hour qualitative operational safety observations, including a site visit, and prepare any relevant comments for the site itself and the aforementioned impacted transportation facilities.
3. Summary Report (two bound copies, one unbound copy, one digital copy of text, and a copy of any presentation materials, if applicable). The Summary Report will be delivered to the Client within four weeks of formal approval of the methodology statement.

## COMPENSATION

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Sprinkle Consulting will complete the identified scope of services for the amount of **\$18,700**. Up to three off-site intersections can be counted and analyzed under this budget. If any additional turning movement counts are deemed necessary by the City, they can be performed at a cost of \$400 for signalized intersections and \$300 for unsignalized intersections; additional traffic capacity analyses can be performed at a cost of \$500 per intersection. Attendance at additional methodological meetings, public hearings, Planning Board meetings, and/or City Commission meetings, if required, can be performed at a cost of \$900 per meeting. Any changes by the Applicant or City staff in land use allocations, access locations or their geometric configurations may require additional work on our part, hence compensation.

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## **ADDITIONAL SERVICES**

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Services not specifically identified in the Scope of Services and performed at the request or authorization (either written or verbal) of the Client will be considered Additional Services. Fees for Additional Services shall be invoiced in accordance with the hourly rates as established in the attached Appendix A.

Our staff time and expenses associated with all meetings and all communication or transfer of information beyond that explicitly listed in the above scope shall be considered and invoiced as Additional Services.

## **ACCEPTANCE**

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Mr. Scarce, we pledge to work quickly, effectively, and economically on your behalf. We are confident that you will be pleased with our performance, cost, and speed. Upon receipt of a fully executed copy of this Agreement, Sprinkle Consulting shall perform its services and complete the obligations imposed in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the Client is to be regularly and routinely consulted in connection with the performance described.

Fees and hourly rates provided for in this proposal shall be subject to a five percent minimum increase twelve (12) months from date of acceptance.

Client acknowledges that Sprinkle Consulting prioritizes its resources according to promptness of client payments. The schedule for completing the scope of services may be extended in correlation with any delinquency in payments.

Should the Client abandon this project, payment shall be due for all services performed to the date of notification of work cessation, including subcontracted services.

By signing below, the Client agrees to compensate Sprinkle Consulting according the fee schedule described for the scope of services identified. Furthermore, the Client agrees to the TERMS AND CONDITIONS of this Agreement outlined specifically in Appendix B.

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Proposed by:  
**Sprinkle Consulting, Inc.**

A handwritten signature in blue ink that reads 'Peyton S. McLeod'.

Peyton S. McLeod  
Project Planner

Accepted by:

\_\_\_\_\_  
Printed name & title

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Administration Use ONLY:

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## APPENDIX A – ADDITIONAL SERVICES

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| <u>Staff Category</u>                 | <u>Hourly Rate</u> |
|---------------------------------------|--------------------|
| Principal Engineer                    | 185.00             |
| Senior Engineer                       | 165.00             |
| Project Engineer                      | 125.00             |
| Staff Engineer                        | 100.00             |
| Principal Planner                     | 165.00             |
| Senior Planner                        | 140.00             |
| Project Planner                       | 115.00             |
| Staff Planner                         | 95.00              |
| Principal Landscape Architect         | 160.00             |
| Senior Landscape Architect            | 140.00             |
| Project Landscape Architect           | 105.00             |
| Project Landscape Designer            | 90.00              |
| Staff Landscape Designer              | 65.00              |
| Landscape Graphic Specialist/Intern   | 60.00              |
| Senior CADD Technician/Graphics Tech  | 90.00              |
| Project CADD Technician/Graphics Tech | 80.00              |
| Staff CADD Technician/Graphics Tech   | 70.00              |
| CADD/Technician Intern                | 45.00              |
| Field Technician                      | 60.00              |
| Admin/Clerical                        | 60.00              |

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## APPENDIX B – TERMS AND CONDITIONS

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These GENERAL CONDITIONS are attached to and made a part of the AGREEMENT FOR PROFESSIONAL SERVICES between the City of Plant City (hereinafter called Client), and Sprinkle Consulting, Inc. (Sprinkle Consulting) dated May 12, 2014.

**Billings / Payments:** Invoices from Sprinkle Consulting for services rendered shall be submitted to the Client on a monthly basis. Invoices shall be payable upon receipt of the invoice, but no later than 20 days from the date the Client receives the invoice. If the Client objects to an invoice, they must advise Sprinkle Consulting in writing giving its reasons within 20 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. The Client agrees that the payment to Sprinkle Consulting is not subject to any contingency or condition.

**Late Payments:** Invoice balances that remain unpaid after 30 days may be subject to a monthly finance charge of 1.5% (18% annualized), at the sole discretion of Sprinkle Consulting. In the event that an account balance remains unpaid after 90 days, the Client shall pay all costs of collection, including reasonable attorney's fees.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Location of said arbitration shall be Tampa, Florida.

**Client Furnished Information:** Information supplied by the Client shall be accurate and correct, and Sprinkle Consulting shall have the right to rely on the information as such. Additional work or revisions to completed work performed by Sprinkle Consulting as a result of inaccurate or incorrect information supplied by the client shall be paid for as Additional Services.

**Subcontracted Services:** Sprinkle Consulting may furnish or obtain from third parties Subcontracted Services, which are not considered normal or customary services of Sprinkle Consulting.

**Indemnification:** The Client shall indemnify and hold harmless Sprinkle Consulting and all of its personnel and subconsultants from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Sprinkle Consulting), or anyone for whose acts any of them may be liable.

**Risk Allocation:** In recognition of the relative risks, rewards and benefits of the project of both the Client and Sprinkle Consulting, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Sprinkle Consulting's total liability to the Client for any and all injuries, claims, loss, expenses, damages or claim expenses arising out of this Agreement from any cause of causes, shall not exceed ten times the Sprinkle Consulting fee or fifty thousand dollars, whichever is less. Such causes include, but are not limited to, Sprinkle Consulting negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**Termination of Services:** This Agreement may be terminated by the Client or Sprinkle Consulting upon seven (7) days written notice, should the other fail to perform its obligation as described. In the event of termination, the Client shall pay Sprinkle Consulting for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**Ownership Documents:** All documents produced by Sprinkle Consulting under this Agreement shall remain the property of Sprinkle Consulting and may not be used by the Client for any other endeavor without the written consent of Sprinkle Consulting.

**Applicable Laws:** Unless otherwise specified, this Agreement shall be governed by the laws of the State of Florida.

**Term of Fees Quoted:** If an executed Agreement and authorization to proceed is not received on or before thirty days from the date of issuance of this Agreement, then all fees described in this document are subject to renegotiation. If Client work on the project is put on hold or delayed in excess of 60 days through no fault of Sprinkle Consulting, Sprinkle Consulting may charge a restart fee and renegotiate any fees incurred from the restart. All fees after one year from the signing date of this contract are subject to a minimum 5% increase.

**Owner of Record/Authorization** – Client warrants that he is the Owner of Record, or if his not the Owner of Record, he has notified the Owner of Record of the services to be performed pursuant to this Agreement. When Client is not the Owner of Record, he shall promptly provide Sprinkle Consulting with the name and address of the Owner of Record, and Sprinkle Consulting shall be entitled to send a "Notice to Owner" to the Owner of Record. Client hereby warrants that he has the authority to sign this Agreement on behalf of the Owner(s) and has notified the Owner(s) in writing of the terms of this Agreement.

**Assignment** – Client shall not assign this Agreement, in whole or in part, without having first obtained the prior written consent of Sprinkle Consulting and assignee has accepted at least the TERMS AND CONDITIONS of this Agreement. If Client transfers title to the property for which services are to be performed under this Agreement, Client agrees to give Sprinkle Consulting written notice of such transfer within forty-eight (48) hours.

**Non-Waiver** – The exercise by Sprinkle Consulting of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies that Sprinkle Consulting may have under this Agreement or any applicable law, nor shall the waiver by Sprinkle Consulting of any rights or remedies herein provided constitute a waiver of any other rights or remedies provided under this Agreement or any applicable law.

**Hazardous Wastes** – Sprinkle Consulting does not assume any liability or responsibility for the consequences resulting from hazardous wastes or materials located on or near or contaminating the project site.

**Construction Related Services** – Sprinkle Consulting shall not be responsible for or have control over means, methods, techniques, sequences, procedures or otherwise, or for safety precautions or programs in connection with the construction work, nor shall Sprinkle Consulting be responsible for the failure of the contractor, or any of the contractor's subcontracts, to carry out the work in accordance with the contract documents.