

LONG RANGE PLANNING COMMITTEE

Chair: Gregg Anderson
Vice Chair: John Fitzgibbon
Secretary/Treasurer: Frank Krens
George DuBois
George Roat
Lloyd Woosley

Council Liaison: Tom Stroup

Agenda

March 28, 2024 6:00 PM

TOWN HALL 520 MAIN STREET WINDERMERE, FL 34786

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

PLEASE NOTE: IN ACCORDANCE WITH F.S. 286.26: Person with disabilities needing assistance to participate in any such proceedings should contact the Office of the Clerk at least 48 hours beforehand at (407) 876-2563.

Pursuant to Resolution No. 2005-12 adopted on December 13, 2005, the following Civility Code shall govern all procedings before the Town of Windermere Long Range Planning Committee:

- 1. All electronic devices, including cell phones and pagers. shall be either turned off or otherwise silenced.
- 2. Prolonged conversation shall be conducted outside Council meeting hall.
- 3. Whistling, heckling, gesturing, loud conversations, or other disruptive behavior is prohibited.
- 4. Only those individuals who have signed the speaker list and/or/who have been recognized by the Mayor (or Chair) may address comments to the Council.
- 5. Comments at public hearings shall be limited to the subject being considered by the Council
- 6. Comments at Open Forums shall be directed to Town issues.

Agenda

- 7. All public comments shall avoid personal attacks and abusive language
- 8. No person attending a Long Range Planning Committee meeting is to harass, annoy, or otherwise disturb any other person in the room.

Any member of the public whose behavior is disruptive and violates the Town of Windermere Civility Code is subject to removal from the Long Range Planning Committee meeting by an officer and such other actions as may be appropriate. PLEASE NOTE: IN ACCORDANCE WITH F.S. 286.0105: Any person who desires to appeal any decision at this meeting will need a record of this proceeding. For this, such person may need to ensure that a verbatim record of such proceeding is made which includes the

AGENDA

- 1. THE MEETING IS CALLED TO ORDER BY THE CHAIR
- 2.OPEN FORUM/PUBLIC COMMENT (3-Minute Minimum)
- 3. NEW BUSINESS
 - a. Minutes
 - b. Event Scheduling Standards
 - c. Centennial Celebration
 - d. Connectivity and Fiber
 - e. Consideration of a facilitated strategic planning process
 - f. Liaison Report
- 4. ADJOURN

Present: Chair Gregg Anderson, Frank Krens, George Roat, George DuBois and Lloyd Woosley

Chair: Greg Anderson called meeting to order 6:01pm

1. Open Forum/Public Comments

No public speakers present

- 2. New Business
 - a. Review and approve minutes

Motion to approve the minutes of September 28, 2023, minutes approved by unanimous vote

Events

Discussion of parameters that are put around public events.

Recommendation: That we ask Robert to assign a committee that has relevant experience in event planning.

A. Noise?, duration, toilets, water, parking, public services, participants.

<u>Centennial Celebration – To be held on February 2, 2025.</u>

We will go back to centennial commission and see what support they want from the Long Range Planning Committee. Work with commissioner Wilson for proper recognition.

Lloyd Woosley has volunteered to take over the secretary duties for the Long Range Planning Committee.

Motion to close the meeting by George Roat second Frank Krens.



TOWN OF WINDERMERE REQUISITION FORM

DATE: March 15, 2024

To: Community Solutions Group

Charge to Department: Committee

Quantity	Description	Account #	Unit Price	Total Price	J
1	Professional Services Strategic Planning	001 9100 000 5695	\$2500.00	\$2500.00	
	Workshop for Long Range Planning				
	Committee				
					T

Total <mark>→</mark>	\$2,5	00.	00	
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Used for: □ Job □ Service	
Requested by: T Syphers	Approved by:

p



| Planning | Urban Design | Landscape Architecture | Economics | Real Estate March 15, 2024 GAI Project R240160.00

Ms. Tonya Elliott-Moore Public Works Director Town of Windermere 614 Main Street Windermere, Florida 34784

Proposal for Professional Services Staff Support Services for Workshop Facilitations Windermere, Florida

Dear Ms. Elliot-Moore:

Per your request, GAI's Community Solutions Group ("GAI" or "CSG"), is submitting this proposal to the Town of Windermere for the performance of the professional services described below in the Scope of Services.

Project Understanding

The Client has asked the Consultant to assist in supporting staff with facilitating workshops related to two community advisory entities-the Tree Board, the Historic Preservation Board, and the Long-Range Planning Committee. The general purpose of the services is to assist each board in clarifying roles, identifying goals, objectives and initiatives related to the Town's overall vision and compliance with the existing Comprehensive Plan and Land Use Regulations.

Below is an outline of items that may be included in that work, based on our conversations, as well as any other steps to support staff as requested by the Public Works Director to update efforts locally. Our team has provided similar services for communities of all sizes. We are confident we can provide high-level, multi-services with prioritized initiatives that can guide the ongoing enhancement of the Town of Windermere.

Scope of Services

Based on our understanding from staff of the, the following services are described:

- At direction of the Public Works Director, we will review all existing documents related to the three Boards, establish a workshop schedule, prepare any initial materials for workshops participants.
- It is anticipated that at least two workshops will be scheduled for each Board, approximately four (4) hours in length, each.
- The initial workshop will include, but not be limited to solicitating members' perspectives on roles, understanding of their advisory responsibilities, understanding of Town's legal responsibilities, and overall goals and objectives of their particular Board- this will be a listening and input workshop.

GAI Consultants, Inc. 618 E. South Street Suite 700 Orlando, Florida 32801

T 407.423.8398 gaiconsultants.com

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Ms. Tonya Elliott-Moore February 9, 2024 GAI Project R240160.00

Planning | Urban Design Landscape Architecture Economics | Real Estate The second workshop will include a response to what we "heard" at the
initial meeting, validating the input, establishing goals, objectives, and
specific projects or programs that the Boards' can adopt for near- term,
mid-term, and long- term initiatives.

Deliverable Product- A memorandum will be provided:

- Summarizing the results of the workshops with specific focus on identifying existing issues, both internal and external impacting effective Board function.
- Identifying principals for effective board function.
- Identifying specific Board initiatives to undertake in near-, mid-, and long-term time frame.

Schedule

CSG will begin work upon receipt of a copy of this Proposal executed and authorized below.

Compensation

Compensation for services rendered by GAI will be in accordance with the hourly rates, attached hereto as Exhibit B. GAI's services under this Proposal will be billed hourly, not to exceed \$7,500 plus any out-of-pocket expenses not to exceed \$500, without written authorization from the Town.

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Assumptions and Understandings

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

- 1. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
- Client has provided all its requirements for GAI's scope of services and all
 criteria and/or specifications that GAI should utilize at the time this
 Proposal is authorized. This includes any requirement for any statement
 of professional opinion or certification.
- Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.

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- 4. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
- 5. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
- 6. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
- 7. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.

Please do not hesitate to contact me at (321) 319-3133, if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return.

REQUESTED AND AUTHORIZED BY:

Sincerely,

Community Solutions Group, a GAI Consultants, Inc.
Service Group

Thomas R. Kohler

Thomas R. Kohler Senior Director

A. Blake Drury, AICP
Assistant Vice President

TRK:ABD/sb

Attachments:

Town of Windermere

BY:

PRINTED NAME:

TITLE:

DATE:

Exhibit A – GAI Standard Terms and Conditions for Professional Services

Exhibit B – 2024 Community Development Rate Schedule

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February 9, 2024 GAI Project R240160.00

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EXHIBIT A GAI Standard Terms and Conditions for Professional Services

EXHIBIT A GAI Consultants, Inc. Standard Terms and Conditions For Professional Services

- Scope of Services and Extent of Agreement GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.
 - No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- Compensation GAI hereby agrees to accept and CLIENT agrees to
 pay the compensation on either a time (hourly) and expense basis in
 accordance with GAI's rates in effect at the time of performance, or
 lump sum basis as set forth in GAI's Proposal to perform the
 Services
 - If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.
- Changes CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.
- CLIENT Responsibilities CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:
 - Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

- third party certification requirement(s), standards or budget limitation(s).
- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
- C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
- G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- Furnish such legal and insurance counseling services as CLIENT may require for the Project.
- 6. Schedule/Delays GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.
- 7. Document Ownership, and Reuse
 - A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.



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EXHIBIT A GAI Consultants, Inc. Standard Terms and Conditions For Professional Services

- B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
- C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
- D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
- Standard of Performance GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Insurance

law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance: Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired

GAI shall procure and maintain such insurance as is required by

B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.

property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the

automobiles, with combined single limits for bodily injury and

- C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any holdharmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party
- D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means,

- methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
- 10. Indemnity Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
- 11. Limitation of Liability In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or nonperformance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
- 12. Disclaimer of Consequential Damages Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
- 13. Probable Construction Cost Estimates Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
- Confidentiality/Non-Disclosure GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.



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EXHIBIT A GAI Consultants, Inc. Standard Terms and Conditions For Professional Services

- 15. Certifications GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:
 - GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
 - GAI believes that the work performed, tested or observed meets the certification criteria; and
 - GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.
 - Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or quaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.
 - In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee
- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
 - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or

- mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.
- (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
- (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
- Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
- K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS



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February 9, 2024 GAI Project R240160.00

| Planning | Urban Design | Landscape Architecture | Economics | Real Estate

EXHIBIT B 2024 Community Development Rate Schedule

2024 Community Development Rate Schedule

Professionals include Economists, Planners, Designers, Landscape Architects, and Engineers.

Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2025. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

	Labor Classification	Invoice Rate
Expert Witness		\$350.00
CSG Senior Director 3		\$350.00
CSG Senior Director 2		\$315.00
CSG Senior Director 1		\$295.00
CSG Director 2		\$265.00
CSG Director 1		\$235.00
CSG Senior Manager 2		\$215.00
CSG Senior Manager 1		\$195.00
CSG Manager		\$175.00
CSG Assistant Manager		\$165.00
CSG Senior Professional 2		\$155.00
CSG Senior Professional 1		\$145.00
CSG Professional 2		\$135.00
CSG Professional 1		\$125.00
CSG Senior Project Technician		\$115.00
CSG Project Technician 2		\$110.00
CSG Project Technician 1		\$95.00
CSG Technician 1		\$85.00
Principal		\$360.00
Technical/Professional 30		\$345.00
Technical/Professional 29		\$330.00
Technical/Professional 28		\$320.00
Technical/Professional 27		\$310.00
Technical/Professional 26		\$300.00
Technical/Professional 25		\$285.00
Technical/Professional 24		\$275.00
Technical/Professional 23		\$260.00
Technical/Professional 22		\$245.00
Technical/Professional 21		\$235.00
Technical/Professional 20		\$225.00
Technical/Professional 19		\$220.00
Technical/Professional 18		\$210.00
Technical/Professional 17		\$200.00
Technical/Professional 16		\$195.00
Technical/Professional 15		\$185.00
Technical/Professional 14		\$175.00
Technical/Professional 13		\$165.00
Fechnical/Professional 12		\$155.00
Technical/Professional 11		\$145.00
Technical/Professional 10		\$140.00
Technical/Professional 09		\$135.00
Fechnical/Professional 08		\$125.00
Technical/Professional 07		\$115.00
Technical/Professional 06		\$110.00
Fechnical/Professional 05		\$105.00
Fechnical/Professional 04		\$100.00
echnical/Professional 04		\$95.00
		\$90.00
Technical/Professional 02		\$85.00
Technical/Professional 01		\$80.00
Fechnical/Support 2 Fechnical/Support 1		1,20.00