

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

**AGREEMENT
BETWEEN CITY OF LAWTON
AND GARVER, LLC
FOR
LAWTON LAND USE PLAN
PROJECT NO. 23W02185**

Project No. 23W02185: "Lawton Land Use Plan"



Issued By
City of Lawton
In conjunction with the
CITY LEGAL SERVICES DEPARTMENT
CITY HALL, 212 SW 9th Street

LAWTON LAND USE PLAN TABLE OF CONTENTS

	Page No.
IDENTIFICATION OF THE PARTIES AND GENERAL DESCRIPTION OF THE PROJECT.....	3
1. SECTION 1 - BASIC PROGRAM MANAGEMENT SERVICES OF GARVER.....	3
1.1. GENERAL.....	3
1.2. SCOPE OF PROGRAM MANAGEMENT SERVICES	9
2. SECTION 2 - CITY'S RESPONSIBILITIES.....	9
3. SECTION 3 - PERIOD OF SERVICES	10
4. SECTION 4 - PAYMENTS TO GARVER	11
4.1. METHODS OF PAYMENT FOR SERVICES OF GARVER.	11
4.2. TIMES OF PAYMENT.....	11
5. SECTION 5 - MISCELLANEOUS	12
5.1. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.	12
5.2. LIMITATION OF LIABILITY.	12
EXHIBIT A SUPPLEMENTAL AGREEMENT	15
EXHIBIT B SCOPE OF SERVICES	17
EXHIBIT C FEE.....	30

**AGREEMENT
BETWEEN
CITY OF LAWTON AND GARVER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of the ___ day of ___ in the year Two Thousand and Twenty-four by and between the City of Lawton in the State of Oklahoma (hereinafter called CITY), and GARVER, LLC (hereinafter called GARVER). The CITY intends GARVER to provide professional urban planning services and prepare contract documents for the Project No. 23W02185: Lawton Land Use Plan, hereinafter referred to as the PROJECT.

The CITY and GARVER in consideration of their mutual covenants herein agree in respect of the performance of professional urban planning services by GARVER and the payment for those services by the CITY, as set forth below.

GARVER shall serve as the CITY's professional representative in those phases of the Project to which this Agreement applies and will give consideration and advice to the CITY during the performance of those services.

1. SECTION 1 – URBAN PLANNING SERVICES OF GARVER

1.1. General

- 1.1.1. GARVER shall perform professional urban planning services as hereinafter stated which include development of a land use plan for the CITY.
- 1.1.2. Laws, Licenses and Permits. GARVER shall comply with all Federal, State and local laws, regulations and ordinances applicable to the contract.
- 1.1.3. Worker's Compensation Law. GARVER shall comply with the Oklahoma Worker's Compensation Law and file a copy of his Worker's Compensation Insurance Policy, or, if a self-insurer, a copy of the Industrial Commission's Order of Authorization with the CITY.
- 1.1.4. GARVER's Liability. GARVER shall assume responsibility for and save the CITY harmless from third party claims for bodily injury to, or death of persons, or damage to tangible property arising from GARVER's negligent acts, errors, or omissions, or those of his agents or employees, arising out of performance of the work.
- 1.1.5. Non-collusion. GARVER represents that it has not employed or retained any company or person, other than a bona fide employee working solely for GARVER to solicit or secure this contract, and that he has not paid or agreed to pay any company, political group, or person, other than a bona fide employee working solely for GARVER, any fee, commission, percentage,

brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this contract. For breach of violation of this provision, the CITY shall have the right to annul this contract without liability, or at its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 1.1.6. **Services Furnished, Performed and Submitted.** GARVER shall furnish all urban planning services, labor and equipment as may be required in the performance of the contract, except as otherwise provided herein, and all work performed and submitted under the contract shall be done in a manner consistent with reasonable and sound practices ordinarily exercised by members of GARVER's profession practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the applicable United States professional services industry. This standard of care is the only warranty GARVER shall provide under this Agreement.
- 1.1.7. **Coordination of Work.** GARVER will coordinate its urban planning work with other project participants, if any, performing the immediately adjoining urban planning work, and shall furnish and share plans and data in such a manner as will facilitate and expedite the completion of contracts in adjacent urban planning work.
- 1.1.8. **Maintaining All Records.** GARVER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred in the performance of this contract and to make such materials available to their respective offices at all reasonable times, during the contract period and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY. Copies thereof shall be furnished if requested and the CITY shall pay a reasonable cost of reproduction.
- 1.1.9. **Responsibility for Accuracy.** GARVER will be held responsible for urban planning details and quantities of work to be performed in accordance with the standard of care in Section 1.1.6 above. GARVER will perform any re-work necessary to correct mistakes or omissions in its work as a part of existing authorized fees between the parties.
- 1.1.10. **Major Revisions.** For any major revisions ordered in writing by the CITY in the PROJECT a supplemental agreement for additional payment shall be entered into between the parties hereto. For any major revision in the character or scope of the work ordered in writing by the CITY after

performance of a substantial amount of work on the project, a Supplemental Agreement will be negotiated on the basis of all costs related to the salaries of employees for the time directly chargeable to the agreement, the salaries of principals for the time they are productively engaged in work necessary to fulfill the term of the agreement, direct non-salary cost incurred in fulfilling the terms of the agreement and GARVER's overhead or indirect costs to the extent they are properly allowable to the agreement plus a lump sum for profit.

1.1.11. Right to Terminate.

1.1.11.1. The CITY may terminate the Agreement at any time at the CITY's convenience. Upon such termination, GARVER shall be entitled to receive payment for: (i) the value of the services completed to the date of termination not previously covered by monthly payments, including profit with respect to such completed services, (ii) documented and reasonable costs (plus profit on such costs) incurred by GARVER to implement such termination (including demobilization costs, and termination/cancellation costs under subcontracts and purchase orders), and (iii) a fee equal to three percent (3%) of the unpaid balance of the contract price.

1.1.11.2. The CITY may terminate this Agreement for GARVER's default if GARVER fails in the performance of any material obligation under this Agreement provided that GARVER has been given (1) written notice of the cause and (2) a reasonable opportunity to commence to cure the default. The CITY may also terminate for default if GARVER is adjudged bankrupt or insolvent, if GARVER goes into receivership, or if GARVER should make a general assignment for the benefit of its creditors.

1.1.12. Right to Delete. The CITY reserves the right to delete any portion of the contract at any time, and if such is done the total urban planning fee shall be reduced in the same ratio as the estimated cost of the work deleted compares to the estimated cost of the work as originally planned, or when appropriate, the urban planning fee shall be recomputed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if work has already been accomplished on that portion of the contract to be deleted GARVER shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

1.1.13. Non-Discrimination. GARVER will comply with all the requirements pertaining to the Section 3 Clause of the 1968 Housing and Urban Development Act (Affirmative Action Plan) as defined in attached Exhibit A, which is hereby incorporated into this contract.

- 1.1.14. **Assignments and Subleases.** GARVER shall not assign, sublease, subcontract, transfer or convey any interest in this Agreement without the express and prior written consent of the CITY. GARVER's interest hereunder shall not be assignable in bankruptcy or by operation of law. In the event a transfer is approved by the CITY, any document by which an interest is granted shall indicate that the person acquiring the interest takes subject to the terms of this Agreement. The CITY may prescribe any conditions to such an assignment or transfer.
- 1.1.15. **Waiver.** No waiver of default by the CITY or GARVER of any terms, covenants or conditions herein to be performed, kept or observed by GARVER or the CITY shall be construed to be or act as a waiver of any subsequent default of any terms, covenants or conditions herein contained.
- 1.1.16. **Merger.** It is mutually understood and agreed by the parties hereto that this Agreement contains all the covenants, agreements, stipulations and provisions agreed upon by said parties, and no agent or employee of either party to this Agreement has any authority to alter or change the terms hereof, except as provided herein, and neither party is or shall be bound by any statement or representation not in conformity herewith.
- If in the event that any portion or portions of this Agreement are adjudged unlawful by a court of competent jurisdiction, the judgment of such court shall not affect the validity of the remaining portions hereof, which shall be and remain in full force and effect during the term of this Agreement.
- 1.1.17. **Enforceability; Choice of Law; Choice of Forum.** Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Oklahoma only, and the parties' consent to jurisdiction over their person and over the subject matter of any such litigation.
- 1.1.18. **Key Personnel.** GARVER shall have designated certain key personnel to be assigned specifically to the performance of this work (such as project manager, lead designer, operations specialist, etc.). At the time of Agreement ratification, the CITY shall have the right to specify those project key personnel for whom GARVER shall not be allowed to substitute other personnel without prior written permission of the CITY.
- 1.1.19. **Detailed Scope of Services.** A detailed scope of services is attached as Exhibit B, which is hereby incorporated into this contract.
- 1.1.20. **Insurance.** GARVER shall procure and maintain during the life of this agreement insurance of the types of amounts as follows:

Worker's Compensation in full compliance with statutory requirements of Federal and State of Oklahoma law and Employer's Liability coverage in the amount of \$500,000.

Commercial General Liability and Bodily Injury:

Bodily Injury	\$ <u>125,000</u> each occurrence
Property Damage	\$ <u>100,000</u> each occurrence
Combined Single Limit	\$ <u>1,000,000</u> aggregate

Comprehensive Automobile:

Liability, Bodily Injury	\$ <u>125,000</u> each occurrence
Property Damage	\$ <u>100,000</u> each occurrence
Combined Single Limit	\$ <u>1,000,000</u> aggregate

<u>Professional Liability:</u>	\$ <u>1,000,000</u> per claim
<u>(Errors and Omissions):</u>	\$ <u>5,000,000</u> aggregate

Certificate evidencing such insurance shall not be canceled or altered except after ten (10) calendar days from receipt by the CITY of written notice thereof. Should the insurance outlined above be canceled for any reason, and GARVER fails to procure additional insurance, the CITY shall have the right to purchase equivalent insurance coverage and charge the cost of that insurance against any amounts due GARVER under the terms of this Agreement.

Said insurance shall be written by a company or companies licensed to do business in the State of Oklahoma and satisfactory to the CITY.

1.1.21. Drug-Free Workplace

1.1.21.1. Definitions. As used in this clause, "controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in regulation 21 CFR 1308.11-1308.15. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes. "Criminal drug statute" means a Federal or non-Federal criminal statute involving manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the contractor are prohibited from engaging

in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract.

“Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one (1) employee including the offeror/contractor.

1.1.21.2. GARVER, shall--within thirty (30) calendar days after award (unless a longer period is agreed to in writing) for contracts of thirty (30) calendar days or more performance duration; or as soon as possible for contracts of less than thirty (30) calendar days of performance duration--

1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establish an ongoing drug-free awareness program to inform such employees about –
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor’s policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph 1.1.21.2.1. of this clause:
4. Notify such employees in writing of the statement required by subparagraph 1.1.21.2.1. of this clause, that as a condition of continued employment of this contract, the employee will -
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Notify the contracting officer in writing within ten (10) days after receiving notice under subdivision 1.1.21.2.4. (ii) of this

clause from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6. Within thirty (30) calendar days after receiving notice under subdivision 1.1.21.2.4. (ii) of this clause of a conviction, take one (1) of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;
 - (i) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1.1.21.2.1. through 1.1.21.2.6. of this clause.

1.1.21.3. GARVER agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

1.1.21.4. In addition to other remedies available to the CITY, GARVER's failure to comply with the requirements of paragraphs 1.1.21.2. and 1.1.21.3. of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

1.2. Scope of Urban Planning Services

After written authorization to proceed, GARVER shall develop a Land Use Plan for the CITY, as detailed in Exhibit B.

2. SECTION 2 - CITY'S RESPONSIBILITIES

CITY shall:

- 2.1. Provide full information as to its requirements for the project.
- 2.2. Assist GARVER by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the project.

- 2.3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by GARVER and render in writing decisions pertaining within a reasonable time so as not to delay the services of GARVER.
- 2.4. Pay all advertising costs incident to obtaining bids or proposals from Contractor(s).
- 2.5. Return to GARVER submitted project documents for the CITY's review on which GARVER has not substantially addressed previously noted provisions and comments. GARVER's contract time will not be suspended for submission of project documents which do not contain substantial revisions.
- 2.6. Designate in writing a person to act as the CITY's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define the CITY's policies and decisions with respect to materials, equipment, elements, and systems pertinent to GARVER's services.
- 2.7. Issue all instructions to the GARVER; act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of GARVER relating to the execution and progress of the work and all other matters and questions related thereto.
- 2.8. Provide locations and coordination for all public meeting included within the scope of services.
- 2.9. Help identify and contact steering committee members/stakeholders.
- 2.10. Promote and communicate notice of public meetings through CITY social media.

3. SECTION 3 - PERIOD OF SERVICES

- 3.1. The provisions of 3.2. through 3.11. inclusive, and the various rates of compensation for GARVER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Master Plan.
- 3.2. The scope of services in Exhibit B shall be completed within 420 calendar days following authorization to proceed. The project will be completed in two phases. The first phase shall be obligated upon execution of this agreement and be completed by June 30th, 2024. The second phase shall be commenced, obligated, and authorized on July 1st, 2024, unless the notification in writing is provided to GARVER by the CITY requesting delay or cancellation of the second phase. Specific time frames and requirements for completion of various items within the basic scope of services shall be completed as specified in the following paragraphs:

- 3.2.1. In the event that the work of the Project is to be performed under more than one contract, the CITY and GARVER shall develop a schedule for performance of GARVER's services order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether the work under such contracts is to proceed concurrently and is to be attached as an exhibit to and made a part of this Agreement and the provisions of paragraphs 3.4. and 3.5. will be modified accordingly.
- 3.3. If the CITY has requested significant modifications or changes in the Project, the time of performance of GARVER's services shall be adjusted appropriately.
- 3.4. If GARVER is delayed at any time in the progress of any phase of the project by any act or neglect of the CITY, or by any separate contractor employed by the CITY, or by any act or neglect of regulatory agencies, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the GARVER's control, then the Contract completion date shall be extended by Supplemental Agreement (Amendment) for a reasonable time equaling the amount of delay.
- 3.5. Waiver in Case of Delay. Notwithstanding anything to the contrary herein, GARVER is entitled to an equitable adjustment in fee and schedule for impacts to the services beyond the reasonable control of GARVER. In the event of delay in proceeding with the work hereunder or any portion thereof, whether such delay be caused by the OWNER or any other agency, GARVER hereby agrees that they will not exert any claim against the OWNER by reason of such delay, and all such claims are hereby waived.

4. SECTION 4 - PAYMENTS TO GARVER

- 4.1. Methods of Payment for Services of GARVER.
 - 4.1.1. Services as a Witness. The CITY will pay GARVER for the services of the principals and employees as witnesses at GARVER'S standard rates or any portion thereof plus all reimbursable expenses, except that no payment shall be made for services as a witness in any case wherein the CITY is an adverse party, to GARVER.
 - 4.1.2. For services described herewith, exclusive of fees for services as witnesses, GARVER will be paid the fee(s) as outlined in Exhibit F.
- 4.2. Times of Payment.
 - 4.2.1. GARVER shall submit monthly statements for services rendered. Compensation will be based on GARVER's estimate of the proportion of the total services completed at the time of billing and agreed upon by CITY.

CITY shall make prompt monthly payments in response to GARVER's monthly statements.

5. SECTION 5 - Miscellaneous

5.1. Mutual Waiver of Consequential Damages.

5.1.1. Notwithstanding anything in this Agreement to the contrary, neither party (including its subconsultants, agents, assignees, affiliates and vendors) shall be liable to the other for any special, consequential, indirect, punitive, exemplary or incidental damages of any kind regardless of the cause or action (including negligence of any kind or character including gross negligence).

5.2. Limitation of Liability.

5.2.1. Notwithstanding any provision to the contrary herein, GARVER's (including its subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under this Agreement shall be limited to 100% of the insurance proceeds received up to the five million dollar (\$5,000,000.00) aggregate limit for Professional Liability set forth in Section 1.1.20 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

On Behalf of GARVER:

By Mary E. Mach
Title Vice President

ATTEST: B. G. G. G.

Title Water Resources Team Lead

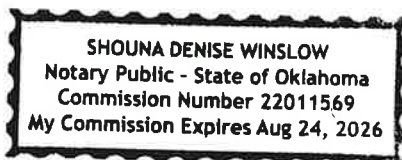
(AFFIX SEAL)

COUNTY OF COMANCHE }
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this 28 day of February, 2024, personally appeared Mary E. Mach, a member of the partnership/proprietorship Garver to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that she (he/she) executed the same as her (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

Shouna D Winslow
Notary Public

My Commission Expires Aug 24, 2026



CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stanley Booker, MAYOR

ATTEST:

Donalynn Blazek-Scherler, CITY CLERK

APPROVED as to form and legality on behalf of the CITY of Lawton, Oklahoma, this
____ day of _____, 20____.

Tim Wilson, ACTING CITY ATTORNEY

I Joe Dunham, Encumbering Officer of the CITY of Lawton, Oklahoma, do hereby certify that I
have entered the amount for this encumbrance against appropriate Account No _____ for
\$ _____, and after charging account title _____ with this encumbrance, there is an
unencumbered balance in said account of \$ _____.

Dated this ____ day of _____, 20____

Joe Dunham, Encumbering Officer

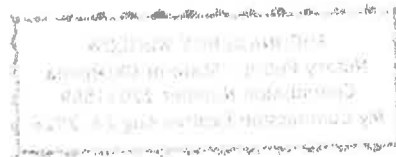


EXHIBIT A
SUPPLEMENTAL AGREEMENT
BETWEEN
CITY AND GARVER
FOR PROFESSIONAL URBAN PLANNING SERVICES

During the performance of this contract, GARVER agrees as follows:

GARVER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, or physical handicap. GARVER will take affirmative action to ensure that the applicants are employed and that the employees are treated during employment without regard to their race, religion, sex, color, national origin or physical handicap.

In the event of GARVER's non-compliance with this non-compliance clause, the contract may be canceled or terminated by the CITY. GARVER may be declared by the CITY in-eligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by GARVER.

GARVER agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.

The Section 3 Clause as set forth in 24 CFR 135.20(b) is incorporated herein is required.

- A. The work to be performed under this contract may be on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is **subject** to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135.20, and all applicable rules and order of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual obligation or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- D. The contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Developments, 24 CFR 135.20. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135.20 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set for in 24 CFR 135.20, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.20.

I have read the above stated clause and agree to abide by its requirements.

By: _____

Mary El-Med

ATTEST:

B. G. W.

Water Resources Team Lead

EXHIBIT B

SCOPE OF SERVICES

Background

Generally, this scope of services includes urban planning services to develop a Land Use Plan for the CITY. The project will be completed in two phases. This scope of work is expected to be completed in two phases. Phase 1 will commence upon contract approval and Phase 2 will begin around upon receiving written notice to proceed, expected around July 1, 2024.

1. Phase 1 – This phase will be composed of Tasks 1, 2, and 3.
2. Phase 2 – This phase will be composed of Tasks 4, 5, 6, and 7.

Assumptions

In developing the scope of work and associated level of effort discussed in this proposal, GARVER has made the assumptions outlined below:

1. The CITY shall provide all its GIS basemaps, existing studies of the CITY, existing land use regulations, and other data important to the project such as utility data. Data requested will include, but may not be limited to:
 - a. Parcels and Subdivision Boundaries
 - b. City Limits and ETJ/Planning Area Boundary
 - c. Street Centerlines and Street Functional Classification
 - d. Trails and Bike Infrastructure
 - e. Building Footprints
 - f. Zoning District
 - g. Future Land Use
 - h. Key Community Facilities
 - i. Tribal Lands
 - j. Elevation Contours
 - k. Water and Sewer Utilities
 - l. Existing LURA Plans
 - m. Lawton Airport Master Plan
 - n. Lawton Aquatic Master Plan
 - o. Lawton Parks Master Plan
 - p. Lawton Lakes Master Plan
 - q. Lawton Mayor's Strategic Plan
 - r. Special Studies and Plans
 - s. 2045 MTP
 - t. Lawton MPO Bike/Pedestrian Plan
 - u. Current UPWP and TIP
2. The CITY will secure meeting locations for all public meetings, help identify and contact steering committee members/stakeholders, provide a representative to attend all public meetings, promote/communicate all public meetings through CITY social media, and review the work and deliverables produced.

- a. If an event is not attended, or comprehensive content is not provided during a workshop; repeat meetings, workshops, or content received after a deliverable approval will be considered rework and will be negotiated separately.
3. Meetings for the project shall occur through a combination of in person and virtual meetings. All major milestone meetings and meetings with City Council, sub-committees, public meetings etc, will have at least one (1) Garver Urban Planner in-person.

Phase 1 – Tasks below are to be initiated upon execution of this contract.

A. Task 1 – Project Kickoff and Project Management

- A. Peer Community Report: GARVER will prepare a Peer Community Report containing information on seven (7) peer communities including: Midwest City, Enid, Norman, Moore, Broken Arrow, Edmond, and Wichita Falls. This report will include:
 - a. Information on the current status of the Peer Community's Land Use Plan
 - b. Information on when the Peer Community last conducted a major update to its Land Use Plan
 - c. Information on how frequently the Peer Community updates its Land Use Plan
 - d. Information on the cost to amend the Peer Community's Land Use Plan by application
 - e. Information on how the Peer Community manages updates to its Land Use Plan
 - f. Information on the size of the Peer Community's planning department
- B. Establish Steering Committee: GARVER will assist the CITY in establishing a steering committee for the project. This committee will help guide the planning process for the entire length of the project. The CITY shall be responsible for obtaining contact information for all members, obtaining commitments of service on the committee, and shall handle primary communication with the steering committee throughout the project.
- C. Staff Kickoff Meeting: GARVER will facilitate one (1) Staff Kickoff meeting with key CITY staff. This meeting will include:
 - a. Up to three (3) Garver urban planning and engineering staff
 - b. Discussion of project objectives, internal and external team member roles and responsibilities, communication protocols, and document management protocols
 - c. Discussion of project schedule and initial time blocking for future workshops
 - d. Discussion of staff review processes, software, key ordinances, and known challenges
 - e. Initial input from the CITY staff on the desired staff direction for the plan
 - f. Meeting summary sent to CITY staff sent within three (3) days for approval
- D. Steering Committee Kickoff Meeting: GARVER will facilitate one (1) Steering Committee Kickoff meeting with the steering committee. This meeting will include:
 - a. Up to three (3) Garver urban planning and engineering staff
 - b. Discussion of project objectives and roles and responsibilities
 - c. Discussion of project schedule
 - d. Initial input from the steering committee on pressing issues the plan should address
 - e. Meeting summary sent to CITY staff sent within three (3) days for approval

- E. Planning Commission Kickoff Meeting: GARVER will facilitate one (1) Planning Commission Kickoff meeting. This meeting will include:
- a. Up to three (3) Garver urban planning and engineering staff
 - b. Discussion of project objectives and roles and responsibilities
 - c. Discussion of project schedule
 - d. Discussion with the Planning Commission on pressing issues the plan should address
 - e. Meeting summary sent to CITY staff sent within three (3) days for approval
- F. City Council Kickoff Meeting: GARVER will facilitate one (1) City Council Kickoff meeting. This meeting will include:
- a. Up to three (3) Garver urban planning and engineering staff
 - b. Discussion of project objectives and roles and responsibilities
 - c. Discussion of project schedule
 - d. Discussion with the City Council on pressing issues the plan should address
 - e. Meeting summary sent to CITY staff sent within three (3) days for approval
- G. Project Management Plan and Plan Kickoff Report: GARVER will prepare a Project Management Plan (PMP) and Plan Kickoff Report. The PMP and Plan Kickoff Report will include:
- a. Listing of key GARVER staff for the project.
 - b. General project assumptions
 - c. Project schedule with key milestones
 - d. General project calendar
 - e. List of all planned meetings
 - f. List of plan committees and members of committees
 - g. List of project responsibilities
 - h. Quality Assurance/Quality Control Plan (QA/QC)
 - i. Plan status report log containing meeting summaries, meetings agendas, and project status updates
 - j. Plan kickoff report containing agendas, meeting summaries, and key takeaways for each kickoff meeting.
- H. Project Coordination Meetings: GARVER will facilitate up to ten (10) virtual biweekly project update/coordination meetings with staff. Additional meetings for Phase 2 are covered under Task 2. These meetings will be important interim meetings with staff to discuss planning progress, project challenges, and These meetings will include:
- a. Up to three (3) Garver urban planning and engineering staff
 - b. Meetings agendas for each meeting
 - c. Meeting summaries for each meeting
- I. QA/QC and Administration: GARVER will develop a QA/QC Plan with delivery of the Project Management Plan. This item will include details on internal GARVER review of work on the plan and QA/QC of all deliverables prior to delivery to the CITY.

- J. Status Reports: GARVER will prepare and provide up to five (5) monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

Task 1 Deliverables:

- a. Peer Community Report (Task 1A)
- b. Project Management Plan and Plan Kickoff Report with QA/QC Plan (Task 1G)
- c. Meeting agendas for each meeting (Task 1C, 1D, 1E, 1F, 1H)
- d. Meeting summaries for each meeting (Task 1C, 1D, 1E, 1F, 1H)
- e. Up to fifteen (15) monthly progress/status reports (Task 1J)

B. Task 2 – Existing Conditions Analysis

- A. Existing Plans/Reports/Regulations Review: GARVER will review all existing plans, reports, and regulations provided by the CITY to understand current and previous planning efforts within Lawton, outcomes from those efforts, inconsistencies between plans and regulations in an effort to understand community changes since previous efforts. Narrative description on key findings from this item will be included in the Existing Conditions Report.
- B. Demographic Assessment: GARVER will assess demographics and population change by researching census data and other relevant resources at least including population change, housing, race, income, commuting, age, sex, and education data. This will include production of up to three (3) population change scenarios to forecast population change for the planning period. Narrative description on key findings from this item will be included in the Existing Conditions Report.
- C. GIS Basemap: GARVER will establish a GIS Basemap for the CITY based on data derived from the CITY, OKMAPS, ODOT. This is to include all data listed under the assumptions in Section B of this Exhibit. This basemap will be maintained in ArcGIS Pro with select data published to ArcGIS Online for public consumption. Data from this item will be used to produce all mapping deliverables for the project.
- D. Existing Land Use Assessment/QC: GARVER will document existing land uses across the CITY and planning area using third-party software. A map will be produced to visualize these land uses across the City. Narrative description on key findings from this item will be included in the Existing Conditions Report.
- E. Character Area Review: GARVER will develop a Character Area map of Lawton by grouping geographic areas based into distinct neighborhoods and districts based on common unifying character. Descriptions of these Character Areas will be included in the documentation. A map will be produced to visualize this data. Narrative description on key findings from this item will be included in the Existing Conditions Report.
- F. Utility Assessment: GARVER will assess data from Lawton Utility Services to prepare a high-level analysis of the ability of water/sewer utilities to support new development and redevelopment. A map will be produced to visualize this data. Narrative description on key findings from this item will be included in the Existing Conditions Report.
- G. Transportation Assessment: GARVER will incorporate data from the CITY and the Lawton MPO Metropolitan Transportation Plan and Lawton Metropolitan Bicycle and Pedestrian

Plan to indicate planned transportation improvements, functional classification of streets, and proposed bike/ped routes. A map will be produced to visualize this data. Narrative description on key findings from this item will be included in the Existing Conditions Report.

- H. Existing Conditions Report: GARVER will prepare an Existing Conditions Report to summarize the findings from Task 1 – Plan Kickoff and Task 3 – Existing Conditions Analysis. The Existing Conditions Report will include:
- a. Summary of findings from the Plan Kickoff meetings
 - b. Narrative report of key findings and takeaways from existing plans and reports
 - c. Demographic assessment of the City’s socio-economic trends
 - d. Existing land use assessment with maps and narrative describing land use across the City
 - e. Character area assessment with map and narrative describing the core neighborhood units of the City
 - f. Utility assessment with maps and narrative describing utility limitations and assets impacting future development
 - g. Transportation assessment with maps and narrative describing conditions of the existing transportation system and key findings limitations and challenges in the transportation system
 - h. Maps in PDF format of:
 - i. Flood hazards
 - ii. Current future land use
 - iii. Existing land use
 - iv. Character areas
 - v. Existing transportation system
 - vi. Water and sewer utilities and service areas
 - vii. Key community facilities
- I. Existing Conditions Report Presentation: GARVER will present the Existing Conditions Report to the steering committee, Planning Commission, and City staff. This presentation will include:
- a. Up to three (3) Garver urban planning and engineering staff
 - b. Review of the Existing Conditions Report
 - c. Feedback from the steering committee and Planning Commission for revisions to the report
 - d. Meeting summary sent to City staff sent within three (3) days for approval
- J. QA/QC: GARVER will provide QA/QC according to the PMP.
- K. Notice to Proceed: GARVER will not proceed on the project past this task until a written notice to proceed is received from the CITY.

Task 2 Deliverables:

- a. Existing Conditions Report (Task 2H)

C. Task 3 – Community Engagement

- A. Community Engagement Plan: GARVER will develop a Community Engagement Plan for the project. This plan will include:
- a. Sample text for up to five (5) social media posts in advance of community engagement
 - b. Establishment and maintenance of a project website
 - c. Development of a cloud-based GIS map to collect public comments on community issues
 - i. Identify areas of concern
 - ii. Identify community assets
 - iii. Identify areas of opportunity
 - d. Development of a digital public survey to collect public input on community issues
 - i. Identify challenges facing the community
 - ii. Identify development preferences
 - iii. Assessment of community quality of life
 - iv. Identify recommendations for Lawton's future
 - e. Listing for all public engagement for the project
 - f. Plan and calendar for execution of all public engagement
- B. Steering Committee Meeting: GARVER will meet virtually with the steering committee. This meeting will include:
- a. Up to three (3) Garver urban planning and engineering staff
 - b. Discussion to identify individuals for key person interviews
 - c. Discussion to identify stakeholders for interviews
 - d. Discussion of selection of up to three (3) target strategy area for further study
 - e. Meeting summary sent to City staff sent within three (3) days for approval
- C. Key Person Interviews: GARVER will hold up to nine (9) key person interviews. Examples of potential interview candidates include business leaders, community leaders, people representing key institutions, minority leaders, or individuals with unique/privileged information. These interviews will include:
- a. Up to two (2) Garver urban planning and engineering staff
 - b. One-on-one discussions with Garver staff virtually or in-person
 - c. Discussion of issues facing the City and recommendations for the City's future
 - d. Meeting summaries for each interview with sensitive or privileged information redacted
- D. Stakeholder Group Meeting: GARVER will hold up to seven (7) stakeholder group meetings. Examples of potential stakeholder groups could include realtors/development professionals, chamber leaders, recreational advocates, minority organizations, downtown stakeholders, students/youth, Fort Sill stakeholders, etc. These will include:
- a. Up to two (2) Garver urban planning and engineering staff
 - b. Stakeholder groups may consist of up to fifteen (15) people
 - c. Discussion of issues facing the City and recommendations for the future of the subject area of the stakeholder group
 - d. Meeting summaries for each of the stakeholder groups interviews

- E. Outreach Report: GARVER will prepare an Outreach Report to summarize the findings from the Project Kick-off and Community Engagement tasks. This report will include:
- a. Plan Kickoff Report elements
 - b. Key takeaways and findings of the online public comment map
 - c. Key takeaways and findings of the digital public survey
 - d. Key takeaways and findings of the key person interviews
 - e. Key takeaways and findings of the stakeholder group meetings
 - f. General summary and synopsis of the findings of all public engagement for the project
 - g. Appendices containing detailed responses for public engagement obtained
- F. Outreach Report Presentation: GARVER will present the Outreach Report to the steering committee and City staff. This presentation will include:
- a. Up to three (3) Garver urban planning and engineering staff
 - b. Review of the Existing Conditions and Outreach Report
 - c. Feedback from the steering committee for revisions to the report
 - d. Consensus direction from the steering committee on the report's findings
 - e. Meeting summary sent to City staff sent within three (3) days for approval
- G. QA/QC: GARVER will provide QA/QC according to the PMP.
- H. Notice to Proceed: GARVER will not proceed on the project past this task until a written notice to proceed is received from the CITY.

Task 3 Deliverables:

- a. Community Engagement Plan (Task 3A)
- b. Outreach Report (Task 3E)
- c. Meeting summaries for all meetings held (Task 3B, 3F)

Phase 2 - Tasks below are only to be initiated with a written notice to proceed from the City.

D. Task 4 – Project Kickoff and Project Management

- A. Project Coordination Meetings: GARVER will facilitate up to twenty (20) virtual biweekly project update/coordination meetings with staff. These meetings will be important interim meetings with staff to discuss planning progress, project challenges, and These meetings will include:
- a. Up to three (3) Garver urban planning and engineering staff
 - b. Meetings agendas for each meeting
 - c. Meeting summaries for each meeting
- B. Status Reports: GARVER will prepare and provide up to ten (10) monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

Task 4 Deliverables:

- a. Meeting agendas for each meeting

- b. Meeting summaries for each meeting
- c. Up to ten (10) monthly progress/status reports

E. Task 5 – Visioning and Goals

- A. Visioning Workshop: GARVER will hold one (1) Visioning Workshop with City staff, the steering committee, planning commission, elected officials, and public. The purpose of the Visioning Workshop will be to obtain public input helpful to establishing a general vision for plan that is informed by the City’s existing conditions. The workshop will include:
 - a. Up to three (3) Garver urban planning and engineering staff
 - b. Review of the existing conditions and outreach report
 - c. Discussion regarding the primary challenges, opportunities, and community vision.
 - d. Meeting summary sent to City staff sent within three (3) days for approval
- B. Vision and Goals Development: GARVER will develop a vision and set of goals to provide direction and focus for the plan recommendations. The vision and goals will address issues identified through the project kick-off, existing conditions analysis, community outreach, and visioning meeting. The vision and goals will include a general vision statement, list of plan goals, and policies/objectives supporting each plan goal.
- C. Vision and Goals Presentation: GARVER will hold one (1) meeting with steering committee to present the draft vision and goals. This meeting will include:
 - a. Up to three (3) Garver urban planning and engineering staff
 - b. Presentation and discussion of the draft vision and goals
 - c. Feedback from the steering committee on changes to the draft vision and goals
 - d. Consensus direction from the steering committee on the draft vision and goals
- D. Target Strategy Areas Workshops: GARVER will host up to three (3) target strategy area outreach meetings for the three (3) target strategy areas selected by staff and the steering committee. These target strategy areas will be locations intended for enhanced study in the plan with specific recommendations developed for each area. These workshops will include:
 - a. Up to three (3) Garver urban planning and engineering staff
 - b. Focus on developing strategies and actions for neighborhood improvement/stabilization, redevelopment opportunities, and catalytic development possibilities
 - c. Meeting summary sent to City staff sent within three (3) days for approval
- E. QA/QC: GARVER will provide QA/QC according to the PMP.
- F. Notice to Proceed: GARVER will not proceed on the project past this task until a written notice to proceed is received from the CITY.

Task 5 Deliverables:

- a. Vision and Goals document (Task 5B)
- b. Target Strategy Areas Workshop summary (Task 5D)
- c. Meeting summaries for all meetings held (Task 5C)

F. Task 6 – Plan Development

- A. Land Use Plan Map and Narrative: GARVER will develop a future land use plan map and plan narrative for the planning area. The plan will indicate land use designations depicting land uses, form, and character for each district. Text and graphics will be used to communicate the principles and concepts of the land use plan. The plan narrative will also include land use strategies and policies for achieving the plan.
- B. Quality of Life and Community Image Plan: GARVER will provide a quality of life and community image plan. This plan will provide specific recommendations to address community regeneration, housing, and placemaking toward establishing a Lawton community identity. Text and graphics will be used to communicate principles and strategies of the plan. At option of the steering committee and staff, this plan section may be substituted to address a different plan issue identified in the community outreach such as infill or growth.
- C. Target Strategy Areas Plans: GARVER will develop three (3) strategy area plans based on the input from the Target Strategy Area Workshops in Task 5D. These plans will include graphical master plans for these areas depicting future potential development, maps highlighting potential redevelopment and development opportunities, and narrative including strategies and recommendations for improvement of the target strategy areas.
- D. Transportation Plan Element: GARVER will incorporate findings of the Lawton MPO Metropolitan Transportation Plan in coordination with development of the 2050 MTP. GARVER will additionally outline recommendations for needed updates to support land use changes proposed because of this project. This will include transportation recommendations for vehicular, pedestrian, and bicycle travel modes. This plan element will also include a transportation plan map, narrative, and street cross sections indicating the City's functional classification.
- E. Plan Appendices: As appendices, GARVER will incorporate the provisions of the City's following plans:
 - a. Parks Master Plan
 - b. Aquatics Master Plan
 - c. Lakes Master Plan
 - d. City Strategic Plan
- F. Implementation Plan and Matrix: GARVER will develop an implementation plan and implementation matrix for all recommendations and actions items resulting from this project. This will include recommended policies, regulatory strategies, potential capital projects, and potential community partners for selected items. The implementation matrix will be included for each recommendation and include a responsible party and time frame for completion.
- G. Prioritization Matrix: GARVER will develop a prioritization matrix to establish priorities for capital investment projects needed to realize the plan based on factors identified through the planning process. The matrix will be an ongoing tool for CITY use to strategically guide capital investments toward implementation of the plan.
- H. Performance Measures: GARVER will develop a set of performance measures based on the plan's vision and goals to serve as a progress indicator for the plan. These measures will be

used to establish trends showing how well the plan is being implemented over time. The measures will be established so they can be tracked and updated by staff.

I. QA/QC: GARVER will provide QA/QC according to the PMP.

Task 6 Deliverables:

- a. Draft Plan document consisting of the following:
 - a. Land Use Plan maps and narrative (Task 6A)
 - b. Quality of Life and Community Image Plan maps and narrative (Task 6B)
 - c. Target Strategy Areas Plans (Task 6C)
 - d. Transportation Plan Elements maps and narrative (Task 6D)
 - e. Plan Appendices (Task 6E)
 - f. Implementation Plan and Matrix narrative (Task 6F)
 - g. Prioritization Matrix (Task 6G)
 - h. Performance Measures (Task 6H)

G. Task 7 – Public Input and Plan Finalization

- A. Staff Plan Review: GARVER will host up to three (3) virtual meetings with City staff to coordinate review, public open house, and final presentations of the plan. These meetings will include:
 - a. Up to three (3) Garver urban planning and engineering staff
 - b. Discussion of the draft plan and its provisions
 - c. Direction from City staff on needed revisions to the draft plan
 - d. Meeting summaries sent to City staff sent within three (3) days for approval following each meeting
- B. Draft Plan Presentation: GARVER will review the draft plan with the steering committee. This meeting will include:
 - a. Up to three (3) Garver urban planning and engineering staff
 - b. Discussion of the draft plan and its provisions
 - c. Discussion of appropriate revisions to the draft plan
 - d. Meeting summary sent to City staff sent within three (3) days for approval
 - e. Direction from City staff on needed revisions to the draft plan
- C. Public Open House Presentation: GARVER will conduct one (1) public house to provide allow public feedback on the plan. This meeting will include:
 - a. Up to three (3) Garver urban planning and engineering staff
 - b. Development of boards to convey plan concepts
 - c. Public plan presentation
 - d. Community feedback options such as Q&A and comment cards
 - e. Meeting summary sent to City staff sent within three (3) days for approval
 - f. Direction from City staff on needed revisions to the draft plan
- D. Plan Revisions: GARVER will provide revisions based on staff direction following the public open house.
- E. Final Plan Presentation: GARVER will conduct up to two (2) final presentations of the final

plan as public meetings. It is assumed these two (2) presentations will be conducted for the Planning Commission and City Council. These meetings will include:

- a. Up to three (3) Garver urban planning and engineering staff
- b. Presentation of the plan at public meetings organized by City staff

F. Final Plan Document: GARVER will provide a final copy of the plan document in conjunction with final presentation of the plan.

G. QA/QC: GARVER to provide QA/QC according to PMP.

Task 6 Deliverables:

- a. Final Plan Document in PDF format
- b. Meeting summaries for all meetings held (Task 6A, 6B, 6C)

H. Task 8 – Meeting Contingency

GARVER will set aside \$50,000 as a contingency for CITY directed meetings. This work will be scoped and approved on a case-by-case basis as requested by the CITY. Scope and fee will be adjusted based on the duration of the meeting, amount of pre-work required, and if the meeting is virtual or in-person.

I. Project Deliverables

These are further detailed with the Scope of Work for each task item. The following will be submitted to CITY, or others as indicated, by Garver:

- A. Up to Fifteen (15) Monthly Progress Reports (PDF)
- B. Peer Community Report (PDF)
- C. Project Management Plan and Plan Kickoff Report with QA/QC Plan (PDF)
- D. Existing Conditions Report/Existing Conditions Maps (PDF)
- E. Community Engagement Plan (Website, GIS Webmap, Digital Survey)
- F. Outreach Report (PDF)
- G. Draft Vision and Goals Document (PDF)
- H. Target Strategy Areas Workshop Summary (PDF)
- I. Draft Plan Document and Maps (PDF)
- J. Final Plan Document and Maps (InDesign, PDF)
- K. GIS Geodatabase for all GIS Data (GDB)
- L. Meeting agendas and summaries for each meeting (Word, PDF)

J. Project Meetings and Workshops

The following is a summary of the coordination meetings and workshops with the Owner as indicated above. These workshops will be held in conjunction with progress meetings and other workshops:

- A. Staff Kick-off Meeting
- B. Steering Committee Kickoff Meeting
- C. Planning Commission Kickoff Meeting

- D. City Council Kickoff Meeting
- E. Existing Conditions Report Presentation
- F. Steering Committee Meeting
- G. Up to nine (9) Key Person Interviews
- H. Up to seven (7) Stakeholder Group Meetings
- I. Outreach Report Presentation
- J. Visioning Workshop
- K. Vision and Goals Presentation
- L. Up to three (3) Target Strategy Area Meetings
- M. Up to (3) Staff Plan Review Meetings
- N. Draft Plan Presentation
- O. Draft Plan Public Open House
- P. Up to (2) Final Plan Presentations
- Q. Up to thirty (30) biweekly Staff Project Update/Coordination Meetings

K. Additional Services

Additional Services may be added to this scope of services as directed by the CITY in writing for an additional fee as agreed upon by the CITY and GARVER.

L. Extra Work

The following items are not included under this agreement but will be considered as extra work:

- A. Land Use Regulation Amendments
- B. Additional meetings and public meetings beyond those described in Tasks 1- 8.
- C. Development of online GIS maps/dashboards in addition to those listed herein.
- D. GIS support for Owner in addition to that listed herein.
- E. Re-evaluation for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- F. Submittals or deliverables in addition to those listed herein.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

M. Schedule

The following schedule milestones are anticipated for this project. Note that the schedule provides anticipated time periods for providing information, reviewing submittals, and scheduling meetings and workshops. Additional time required for these elements of the project will likely result in changes to milestone dates, which will be captured in the detailed project schedule maintained throughout the duration of the project.

Phase 1: Milestone Description	Milestone Date
M1: Peer Communities Report, Kick-off Meetings, and Project Management Plan (1A, 1C, 1D, 1E, 1F, 1G)	30 days from NTP
M2: Existing Conditions Report (2H)	30 days from M1
M3: Outreach Report (3E)	60 days from M2

Phase 2: Milestone Description	Milestone Date
M4: Draft Vision and Goals/Target Strategy Areas Summary	45 days from NTP for Ph 2
M5: Draft Plan Document (5A-H)	120 days from M4
M6: Draft Plan Presentation (6B)	45 days from M5
M7: Public Open House Presentation (6C)	45 days from M6
M8: Final Plan Presentation/Delivery (6E, 6F)	45 days from M7

EXHIBIT C

LUMP SUM FEE

The project will be completed in two phases. The first phase shall be obligated upon execution of this agreement anticipated to be substantially complete by June 30th, 2024. The second phase shall be commenced, obligated, and authorized after July 1st, 2024, unless the notification in writing is provided to GARVER by the CITY requesting delay or cancellation of the second phase.

1. Phase 1 – This phase will be composed of Tasks 1, 2, and 3.
2. Phase 2 – This phase will be composed of Task 4, 5, 6, and 7.

Phase 1: Tasks	Fee
Task 1: Project Kick-off and Project Management (Phase 1 Portion)	\$38,788.00
Task 2: Existing Conditions Analysis	\$70,520.00
Task 3: Community Engagement	\$47,068.00
TOTAL PHASE 1 FEE	\$156,376.00

Phase 2: Tasks	Fee
Task 4: Project Kick-off and Project Management (Phase 1 Portion)	\$17,504.00
Task 5: Visioning and Goals	\$48,622.00
Task 6: Plan Development	\$75,928.00
Task 7: Public Input and Plan Finalization	\$58,380.00
Task 8: Meeting Contingency	\$50,000.00
TOTAL PHASE 2 FEE	\$250,434.00

Total lump sum project fee is \$406,810.00