



Town of Micanopy

Agenda Item: Informational / Emergency Purchase – Independent Planning Services

Meeting Date: [Insert Date]

Department: Administration

Prepared By: Sara Samario, Town Administrator

Subject:

Emergency Contract for Independent Planning Services – Micanopy Area Cooperative School Site Plan Review

Background:

During review of the Micanopy Area Cooperative School (MACS) site plan, the Town determined that additional independent professional planning expertise was needed beyond the services currently provided under the Town's annual agreement with the North Central Florida Regional Planning Council (NCFRPC). The volume and complexity of the current application, as well as the level of public scrutiny and regulatory coordination required, warranted immediate assistance to ensure a thorough and objective review.

In consultation with the Town Attorney and Mayor, the Town Administrator determined that contracting with **eda consultants inc.** (EDA) was in the best interest of the Town under the emergency provisions of the Town's Procurement Policy. These provisions allow for expedited procurement when circumstances require immediate action to safeguard the Town's operations, interests, or public welfare.

Discussion:

EDA is a qualified local planning and engineering firm with extensive experience in site plan review and land use compliance in Alachua County and surrounding jurisdictions. Their engagement ensures that the Town receives a timely, professional, and independent evaluation of the MACS site plan for consistency with the Town's Comprehensive Plan and Land Development Code.

The scope of work includes review of the site plan submission and a written memo of findings to Town staff. The agreement, dated **September 25, 2025**, specifies a **not-to-exceed cost of \$1,225**, billed hourly at

706 NE Chokolka Blvd.
PO Box 137, Micanopy, FL 32667-0137
(352) 466-3121 Town Hall (352) 466-4912 Fax
townhall@micanopytown.com

\$175/hour. Public hearing attendance is not included in the scope but can be added as needed under the same hourly rate.

The Town Administrator, Mayor, and Attorney reviewed the procurement policy and determined that this purchase meets the criteria for an **emergency procurement** due to the immediate need for professional services in support of a time-sensitive and quasi-judicial review process. This decision was made to maintain the integrity and continuity of Town operations and to ensure compliance with statutory and procedural obligations.

Fiscal Impact:

Funds for the review services will be paid from the Town's Planning and Zoning professional services account. The total cost shall not exceed **\$1,225**.

Recommendation:

This correspondence is for informational purposes only. The Commission is advised of the emergency procurement of independent planning review services with **eda consultants inc.** under the Town's procurement policy. No formal action is required at this time.



September 25, 2025

Town of Micanopy
Attn: Sara Samario, Town Manager
706 NE Cholakka Blvd.
Micanopy, FL 32667

Via Email: SSamario@micanopytown.com

Re: Planning Review Services – Micanopy Area Cooperative School Site Plan

Dear Ms. Samario:

We appreciate the opportunity to submit a proposal for professional planning services to review a proposed site plan for a school expansion on tax parcels 16808-002-000 and 16520-067-001, located at 803 NW Seminary Avenue in Micanopy. The following outlines our scope of services and fees.

Planning Services

eda will provide a planning review of the Micanopy Area Cooperative School site plan application package on behalf of the Town and provide a memo to Town staff that will include any planning related comments for the initial submittal based on compliance with the Comprehensive Plan and Land Development Code.

Note: This scope of work does not include civil engineering plan review. In addition, attendance at public hearings is not included in this scope. If attendance at any public hearings is required/requested, that can be billed hourly (as needed) as additional services.

Fees

Planning Services

- Site Plan Review \$ 1,225.00* Hourly/Not to Exceed

Invoicing will be billed hourly (\$175/hr) based on actual review time, not to exceed the total indicated above. Invoicing will be done monthly based on work completed.

If this proposal meets with your approval, please authorize **eda** consultants inc. to proceed with the work outlined above by signing the attached contract and initialing the fee schedule. The prices included in this proposal are good for 45 days – if that time has passed, please contact **eda** for a revised proposal. If you have any questions, please feel free to contact our office.

Sincerely,

A handwritten signature in blue ink that reads 'Sergio Reyes'.

Sergio Reyes, PE
President



Client Contract

CONSULTANT:

eda consultants inc.
720 SW 2nd Avenue, South Tower, Suite 300
Gainesville, FL 32601
P: (352) 373-3541

CLIENT:

Town of Micanopy
Attn: Sara Samario
706 NE Chokolka Blvd.
Micanopy, FL 32667

Client requests and authorizes CONSULTANT to perform the following services:

SCOPE: per proposal dated September 25, 2025 for Planning Review Services – Micanopy Area Cooperative School Site Plan

COMPENSATION by CLIENT to CONSULTANT will be:

SERVICE	COST		INITIAL FOR APPROVAL
Site Plan Review	\$1,225.00	Hourly/Not to Exceed	

Other Terms: = Invoices due and payable within thirty (30) days of presentation.

Services covered by this AGREEMENT will be performed in accordance with the Provisions listed below and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understanding and may only be changed by written amendments executed by both parties.

PROVISIONS

1. Authorization to Proceed. Execution of the AGREEMENT by CLIENT will be authorization for CONSULTANT to proceed with the work.

2. Per Diem Rates. CONSULTANT'S Per Diem Rates, when stated as basis of compensation, are those hourly rates charged for work performed on the PROJECT by CONSULTANT'S employees for the indicated classification. These rates are subject to adjustments upon 60-day notice and include all allowances for salary, overhead and fees, but do not include allowances for Direct Expenses.

3.1 Cost Opinions. Any cost opinions or other PROJECT economic evaluations provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT can in no way warrant that bids, construction costs, or other project economics will not differ from the cost opinions or other PROJECT economic evaluation provided.

3.2 The CLIENT agrees that CONSULTANT has given no guarantees regarding the outcome or resolution of this engagement. Specifically, as it relates to land use/zoning or other development approval(s), the CLIENT agrees that CONSULTANT has not and cannot guarantee that the applications will be approved, or approved with conditions acceptable to the CLIENT, since the government approval process necessarily involves review of the applications in the legislative and political process, which carries with it a high degree of discretion, risk, and uncertainty. The CLIENT also agrees that the approval process requires the professional judgment of CONSULTANT, in consultation with other professional consultants and the CLIENT, none of whom can control the behavior of public officials or guarantee the outcome of a public body's vote on an application.

3.3 To the extent that actions or inactions by the government require additional services beyond those estimated in the scope of work and Compensation sections of this Agreement, CONSULTANT will be entitled to payment by CLIENT for those services upon presentation of the invoice.

3.4 Notwithstanding anything to the contrary, the Parties acknowledge that CONSULTANT is and shall remain the exclusive owner of all ACAD files (the "Files") produced in connection with this Agreement. Copies of the Files will not be submitted or provided to CLIENT or CLIENT's agents or contractors.

September 25, 2025
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4. **Standard of Care.** The Standard of Care applicable to CONSULTANT'S services will be the degree of skill and diligence normally employed by professional Engineers, Surveyors & Mappers, Planners or CONSULTANTS performing the same or similar services in Alachua Co., Florida at the time CONSULTANT'S services are performed. CONSULTANT will re-perform any services not meeting this Standard of Care without additional compensation.

5. **Termination.** This AGREEMENT may be terminated for convenience on 30 days written notice, or for cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. Should CLIENT not pay any invoices within 30 days of receipt, the CONSULTANT reserves the right to discontinue work and/or terminate this agreement for cause by providing the client 5 days written notice. On termination, CONSULTANT will be paid for all authorized services performed up to the termination date plus expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs. If no notice of termination is given, relationships and obligations created by this AGREEMENT, except Provisions 8 through 12, will be terminated upon completion of all applicable requirements of this AGREEMENT.

6. **Payment to Consultant.** Monthly invoices will be issued by CONSULTANT for all services provided under this AGREEMENT. Invoices are due and payable on receipt. Interest at a rate of 1-1/2 percent per month, or that permitted by law, will be charged on all past-due amounts starting 30 days after the date of the invoice. Payment will first be credited to interest and then to principal. If payment is not received within 45 days of invoice date the CONSULTANT will stop work and inform the CLIENT that work has stopped, and legal means will be pursued to obtain payment. No information/data associated with the project will be provided to any party involved (including official agencies) until full payment of past due invoices is received. In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed portion will be paid.

CLIENT will exercise reasonableness in contesting any invoice or portion of the invoice until mutually resolved. If any action, in law or equity, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees as determined by the court in the same action.

7. **Limitation of Liability.** In recognition of the relative risks, rewards and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated so that the CLIENT agrees that, to the fullest extent permitted by law, CONSULTANT'S other liability to CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT, from any cause or causes, shall not exceed the compensation received by CONSULTANT under this AGREEMENT. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it by reference.

8. **Severability and Survival.** If any of the Provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the enforceability of all remaining Provisions shall not be impaired thereby. Limitation of Liability, indemnities and other express representations shall survive termination of this AGREEMENT for any cause.

9. **Interpretations.** The limitations of liability will apply whether CONSULTANT'S liability arise under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except the limitations will not apply to willful misconduct or gross negligence for limitations of liability or sole negligence for indemnification. Said limitations shall apply to CONSULTANT'S officers, affiliated corporations, employees and subcontractors.

10. **Construction Phase Services.** (a) if the Consultant prepared construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto. (b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. (c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

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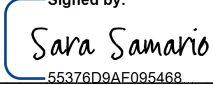
11. No Third-Party Beneficiaries. This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CONSULTANT and has no third-party beneficiaries. CONSULTANT'S services are defined solely by this AGREEMENT, and not by any other contract or agreement that may be associated with the PROJECT.

12. Assignments. This is a bilateral personal services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or relating to this AGREEMENT, whether arising out of tort, contract, or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors and assigns of the parties hereto.

13. Dispute Resolution. The parties shall attempt to amicably resolve any disputes arising under this Agreement. Should judicial relief be necessary, such an action will only be commenced in a state court of competent jurisdiction in the Eighth Judicial Circuit in and for Alachua County, Florida. This Agreement shall be construed and interpreted under Florida law. The prevailing party in any action shall be entitled to an award of reasonable attorney's fees and all costs, whether taxable or not, for proceedings at the trial and appellate level, plus interest, and the costs of collection.

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

APPROVED FOR CLIENT

Signed by:

BY 55376D9AF095468
Sara Samario Town Administrator
Print Name & Title
9/25/2025
Date: _____

ACCEPTED BY **eda**


BY _____
Sergio Reyes, PE - President
9/25/2025
Date: _____