

FINAL DRAFT
FROM DOVER

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is made on this ____ day of _____, 1998, by and between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation existing under the laws of the State of Florida (the "CITY"), whose post office address is P.O. Box 490, Gainesville, Florida 32602, and DOVER, KOHL & PARTNERS (the "CONSULTANT"), whose post office address is 5879 Sunset Drive, Suite 1, South Miami, Florida 33143.

WITNESSETH:

WHEREAS, the CITY desires to obtain the services of an urban design consultant to create a special area plan for University Heights, amend the Special Area Plan for College Park, and design and facilitate approvals for improvements to University Avenue between Sixth (6th) Street and Thirteenth (13th) Street; and

WHEREAS, CONSULTANT is a qualified urban design professional willing to perform said urban design consulting services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto mutually agree to the following:

I. SCOPE OF CONSULTING SERVICES.

CONSULTANT will perform the following professional consulting services:

- A. **General Description of Services.** CONSULTANT will obtain the requisite public input that it deems necessary, including interviews and/or workshops with citizens, government officials, city staff, and other stakeholders. Consultant will utilize the acquired information as the basis for providing its professional consulting services. The design process will include four (4) phases: (1) Pre-Charrette; (2) Charrette; (3) Post-Charrette; and (4) Final Presentations. The work products are described in the attached Exhibit "A".
- B. **Site Identification.** The CITY has identified as the project site (the "Site") three distinct, yet contiguous study areas: 1) The neighborhood known as University Heights (the "University Heights Study Area"); 2) The neighborhood known as College Park (the "College Park Study Area"); and 3) The traffic corridor identified as University Avenue between Sixth Street and Thirteenth Street (the "University Avenue Study Corridor" or the "Corridor").

C. **Project Schedule.** CONSULTANT shall provide to the CITY a projected schedule of completion dates for professional services rendered pursuant to the Scope of Services. This schedule is attached hereto and incorporated herein by reference as "**Exhibit B.**" CONSULTANT and CITY may modify the projected schedule, as appropriate by mutual agreement.

D. **Pre-Charrette.**

1. **Preliminary Site Information.** CONSULTANT will review relevant physical, demographic, and economic information that CITY provides with regard to each of the study areas, any identifiable areas that are contiguous to the study areas, and the greater municipal and regional areas in which the study areas are situated. With the further assistance of the CITY, CONSULTANT will identify parties having either a substantial personal, economic, or financial interest in one or more of the three study areas or areas contiguous to the study areas. CONSULTANT will use the information that CITY provides to develop an effective format for the *charrette* and to create one or more base maps of existing conditions for the three study areas.

2. **University Heights Study Area.** In anticipation of creating a University Heights Special Area Plan, CONSULTANT will commence the following activities:

- a) Consider appropriate design standards, building specifications, and site specifications that are consistent with basic urban design principles.
- b) Evaluate existing and potential land uses and design regulations for consistency with basic urban design principles. This evaluation should recognize the desire of the CITY to establish greater residential densities in the University Heights study area, while supporting the dual goals of neighborhood compatibility and, possibly, in limited areas, historic preservation.
- c) Review the "Corridors to Campus Report".

3. **College Park Study Area.** In anticipation of amending the College Park Special Area Plan, CONSULTANTS will commence the following activities:

- a) Consider appropriate design standards, building specifications, and site specifications consistent with basic urban design principles.

4. **University Avenue Study Corridor.** In anticipation of designing a streetscape plan for the University Avenue Study Area, CONSULTANTS will commence the following activities, using the methodology described in "**Exhibit C**":

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- a) Identify the traffic impacts projected in the Year 2020 for each of three (3) alternatives for improving University Avenue in a way that enhances property values, improves business viability, widens sidewalks, and otherwise encourages pedestrian activities.
- b) Project the amount of traffic that would likely divert from the Corridor to other alternative routes as a result of any proposed traffic calming or a reduction in the number of travel lanes, and identify the anticipated routes to which such traffic should be diverted.
- d) Prepare recommendations for using transportation demand management (TDM) techniques to efficiently move local and pass-through traffic through the Corridor.

E. *Charrette.*

1. **Logistics.** CONSULTANT will assemble its team of professionals and support staff in Gainesville, Florida, at or near the Site consisting of the three study areas. CONSULTANT will establish a temporary workroom facility where it will conduct all charrette functions, except for presentations to the general public and to those governmental and quasi-governmental regulatory agencies that have been agreed upon in advance. The charrette will be for a period of five (5) days. CITY will set up and equip a work area in accordance with specifications that CONSULTANT will provide several weeks prior to the scheduled charrette. CONSULTANT will operate in the work area for the entire period of the charrette, and will conclude operations as expeditiously as possible prior to departing from Gainesville, Florida.

2. **University Heights Study Area.**

- a) Create a Special Area Plan for University Heights that could be incorporated as a new chapter in the Gainesville Land Development Code, and which suggests urban design guidelines and architectural guidelines that are consistent with basic urban design principles.
- b) Create a streetscape plan that incorporates improvements to the following public infrastructure elements:
 - (1) Streets;
 - (2) Street Trees;
 - (3) Streetlights;
 - (4) Parking;
 - (5) Sidewalks;
 - (6) Pedestrian Crossings;
 - (7) Public Space;

- (8) Public Furniture; and
 - (9) Other Public Amenities.
 - c) Prepare visual representations that illustrate for the general public basic urban design principles and significant details of the proposed plan, including the contrast of existing conditions with the anticipated development that the Special Area Plan would support.
- 3. **College Park Study Area.**
 - a) Make recommendations for streetscape improvements to the following public infrastructure elements:
 - (1) Streets;
 - (2) Street Trees;
 - (3) Streetlights;
 - (4) Parking;
 - (5) Sidewalks;
 - (6) Pedestrian Crossings;
 - (7) Public Space;
 - (8) Public Furniture; and
 - (9) Other Public Amenities.
 - b) Prepare visual representations that illustrate for the general public basic urban design principles and significant details of the amended College Park Special Area Plan, including the contrast of existing conditions with the anticipated development that such an amended plan would support.
- 4. **University Avenue Study Area (the "Corridor").**
 - a) Make recommendations for streetscape improvements intended to enhance property values, improve business viability, widen sidewalks, and otherwise encourage pedestrian activities. Graphically identify the location of the right-of-way along University Avenue within the Study Area. Street design recommendations must be prepared in coordination with the Public Works Department of the CITY.
 - b) Consider streetscape improvements to the Corridor that would include the following public infrastructure elements:
 - (1) Streets (3 configurations of street widths and travel lanes);
 - (2) Street Trees;
 - (3) Streetlights
 - (4) Parking;
 - (5) Sidewalks;

- (6) Pedestrian Crossings;
 - (7) Public Space;
 - (8) Public Furniture; and
 - (9) Other Public Amenities.
- c) Create street elevations and cross-sections that the CITY could implement at other locations along University Avenue beyond the study area.
- d) Create visual representations that illustrate for the general public a contrast between existing conditions and anticipated conditions that might evolve in accordance with a streetscape plan consistent with basic urban design principles.
5. **Coordination of Agencies.** During the charrette, CONSULTANT shall identify and evaluate streetscape improvements in coordination with appropriate governmental and quasi-governmental regulatory agencies, whose participation the CITY shall request, including the Community Development Department, Public Works Department, Fire Department, and Police Department of the CITY, the Regional Transit System, MTPO, FDOT, business owners, and interested parties.

F. Post-Charrette.

1. **Work-in-Progress.** CONSULTANT shall retain all written and graphic materials accumulated during the course of the charrette for the purpose of developing its final work product for presentation to the CITY.
2. **University Heights Study Area.**
 - a) Establish guidelines for the rehabilitation and adaptive reuse of existing structures that are consistent with traditional neighborhood development.
 - b) Create a regulating plan for streetscape design and land uses adjacent to each street type within the University Heights Special Area, giving due consideration to the recommendations submitted to the MTPO for the Depot Avenue corridor.
3. **College Park Study Area.**
 - a) Make appropriate recommendations for amending the College Park Special Area Plan, and if necessary, amend the following elements:
 - (1) Adjustments to setbacks;
 - (2) Location of parking lots;
 - (3) Compatibility of building scale;

- (4) Siting of plazas and squares; and
 - (5) Modifying text and graphics to increase clarity of the existing document.
 - b) Make appropriate recommendations for modifying the City's parking permit program within the study area.
- 4. **University Avenue Study Corridor.**
 - a) Recommend infrastructure and streetscape improvements and rank them to reflect their order of importance, such that those improvements of greatest impact to the Study Corridor could be implemented before those of lesser impact.
 - b) Suggest phasing for the implementation of recommended improvements to accommodate budgetary restraints and possible delays in obtaining authorization from governmental and quasi-governmental regulatory agencies that may be unable to provide permitting on an expedited basis.
 - c) Suggest alternatives for accommodating increased traffic volume in the area of the Study Corridor, including key intersections, that may result from lower capacity on University Avenue.
- 5. **Final Presentations.** CONSULTANT shall make a total of two (2) final trips to Gainesville, each trip no longer than two days in length. During each of these trips CONSULTANT shall make up to three (3) presentations (either single presentations or back-to-back presentations) requesting plan approval to such governmental and quasi-governmental regulatory agencies that the CITY may identify, including, the College Park/University Heights Advisory Board, the City Plan Board, the Community Redevelopment Agency, and the City Commission, the MTPO, and the FDOT. The CITY shall combine designated agencies as practicable, so that the number of final presentation trips does not exceed two.
- 6. **Final Work Products.** CONSULTANT shall provide to the CITY the final work products listed on "**Exhibit B**," attached hereto and incorporated herein by reference. CONSULTANT reserves the right to modify the list of final work products, as appropriate.

G. Staff training.

- 1. CONSULTANT shall be available to assist the CITY with implementing the recommendations of CONSULTANT during the project term commencing with

the Execution Date of this Agreement and concluding on the Termination Date of this Agreement.

2. CONSULTANT shall schedule and provide to the CITY a four (4) hour training session that will take place during the charrette.

H. Format of Documents.

CONSULTANT shall provide final work products to the CITY, in the following format:

1. All final written documents shall be provided on white (8 1/2" x 11") paper and on CD-ROM in MS-WORD 7.0 format or in a format that can be converted to WORD 6.0 if requested; and
2. All final hand drawings, maps, or other graphic materials, if any, shall be provided on CD-ROM in a graphic format suitable for reproduction.

II. RESPONSIBILITIES OF CITY.

A. Base Map Information. The CITY shall provide to CONSULTANT the following site "Base" information:

1. Base map(s) that indicate existing conditions within the study area, including property lines, buildings, rights-of-way, easements, curb lines, driveways, sidewalks, any environmental conditions, if known, and any other information that could be relevant to a comprehensive evaluation of the study areas. CITY should provide all maps both in AutoCAD or other comparable computer file format and as a hard copy at a scale acceptable to both parties.
2. Current zoning or future land use map, together with supporting information as necessary to interpret the map;
3. Aerial photographs in plan view, such as "Redi-Maps," at the largest possible scale and preferably in color;
4. Proposed plans for all developments within the site, including the development program, phasing, site-plan, and any submitted traffic analysis;
5. Other relevant information, such as existing zoning regulations, street standards, historical background, previous studies, etc.; and
6. Ownership map that reflects the current ownership of land parcels and lots within the study areas.

B. Charrette Information. CITY shall within a reasonable time provide CONSULTANT with clean, organized, and legible copies of all requested files, maps, photographs, records, and other archival information that the CITY may have in its possession or might easily obtain upon reasonable notice. The CITY shall make such requested information available to

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CONSULTANTS during normal business hours (Monday-Friday, 8:30am-4:30pm); however, during the charrette, the CITY shall use its best efforts to provide requested information to CONSULTANT on an expedited basis at any time during which the charrette team is working.

C. Payment. The CITY shall pay all invoices for consulting fees and expenses promptly upon receipt. In extraordinary circumstances, CONSULTANT may request that the CITY pay certain deposits or expenses in advance directly to vendors to expedite the delivery of services.

III. CONSULTING FEES AND EXPENSES.

A. Fees. The total consulting fee due from the CITY to CONSULTANT for the professional services rendered pursuant to this Agreement is NINETY-EIGHT THOUSAND (\$98,000.00) DOLLARS, and shall be paid according to the following schedule:

1. 20% (\$19,600.00) of the consulting fee shall be paid upon executing this Agreement covering fees and costs for review of pertinent documents, completion of initial meeting and site visit, and charrette costs;
2. 25% (\$24,500.00) of the consulting fee shall be paid upon completion of the charrette;
3. 30% (\$29,400.00) of the consulting fee shall be paid upon completion and delivery of a draft University Heights Special Area Plan, a draft of revisions of the College Park Special Area Plan, and draft designs and plans for improvements to the University Avenue Corridor;
4. 25% (\$24,500) of the consulting fee shall be paid upon completion and delivery of all final works products and final presentations of the two Special Area Plans and University Corridor improvements.

The CITY further agrees to pay CONSULTANT for any additional work that may be requested outside the scope of this Agreement at the customary hourly rate of CONSULTANT in effect at the time the CITY makes its request. Such requests by the CITY must be in writing and authorized by the Community Development Director or Public Works Director.

IV. GENERAL CONDITIONS.

A. Effective Date and Term. This Agreement shall become effective on the 15th day of July, 1998 (the "Effective Date"), and shall terminate when all work described herein is completed (the "Termination Date") not later than sixty (60) days following the completion of the second final presentation trip, as provided in "Exhibit B". The parties hereto may shorten or extend the Termination Date only by executing a modification in accordance with the terms provided herein.

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B. Termination. Either party may unilaterally terminate this Agreement, with or without cause, by providing to the other party written notice of its intent to terminate no later than ten (10) business days prior to such termination. In the event of termination, the CITY shall compensate CONSULTANT for all reimbursable expenses and that portion of the work performed prior to such termination.

C. Release of Liability. CONSULTANT shall assume liability for acts or omissions which cause personal injury to CONSULTANT or property damage, personal injury, or wrongful death arising out of the services provided pursuant to this Agreement, unless such personal injury to CONSULTANT or property damage, personal injury, or wrongful death is caused in whole or in part by the negligence of the CITY, its agents or assigns.

D. Independent Contractor.

1. CONSULTANT is an independent contractor and shall not be entitled to any right or benefit to which CITY employees are or may be entitled by reason of employment with the CITY.
2. The CITY acknowledges that it has no substantial control over the work of CONSULTANT, and that CONSULTANT is free to set its own hours and determine the methods used to complete the work contemplated by this Agreement.
3. CONSULTANT shall be responsible for all applicable taxes, and the CITY shall issue to CONSULTANT an Internal Revenue Service Form 1099 reasonably soon after the close of this calendar year.
4. CONSULTANT acknowledges and agrees that any documents, records, and files generated as final work product during the performance of this contract shall constitute public records and be maintained in accordance with the requirements of Chapter 119 of the Florida Statutes, as amended.

E. Assignment. This Agreement may not be freely assigned. Neither CITY nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party.

F. Amendments/Modifications. Amendments and modifications to this Agreement shall be in writing and observe the same formalities of the Agreement herein. Neither amendment nor modification shall become effective until it has been duly executed and delivered to both parties.

G. Non-Severability. This Agreement constitutes the entire agreement between the parties, and hereby terminates all prior agreements and revokes all prior offers. If one or more provisions contained herein should be deemed invalid, void, or unenforceable, this Agreement shall remain binding and enforceable between the parties as to all remaining provisions.

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H. Attorneys Fees. Should either party be required to enforce the terms of this Agreement or to exercise its rights with regard to this Agreement by retaining an attorney to commence legal proceedings in a court of law, then the prevailing party in such action shall be entitled to recover all costs, including reasonable attorneys fees and related expenses, incurred by prosecuting or defending such action through the trial and appellate courts.

I. Sovereign Immunity. CITY does not waive its sovereign immunity granted under the Florida Statutes, §768.28, as amended.

J. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

WE THE UNDERSIGNED, as duly authorized representatives with the power to bind at law and in equity the parties hereto, after first reading and understanding this Agreement, do hereby indicate our mutual consent to this Agreement by affixing our signatures, to be effective on the day and year first written above.

"CONSULTANT"

"CITY"

DOVER, KOHL & PARTNERS

CITY OF GAINESVILLE, FLORIDA

By: _____
Joseph A. Kohl, Vice-President

By: _____
Wayne Bowers, City Manager

Approved as to Form and Legality:

By: _____
City Attorney

EXHIBIT A**FINAL WORK PRODUCTS**

- 1) **Illustrative plan**, hand-drawn in color, that shows existing and proposed buildings, centers, edges, civic building sites, parks and greenspace, and primary corridors.
- 2) **Perspective renderings** (5), hand-drawn and suitable for publication, of important or unique locations of special interest.
- 3) **Street sections** (6) that illustrate the variety of street types within the study area.
- 4) **Diagrams** (6) that illustrate various concepts such as connectivity, transportation, and preservation.]
- 5) **Proposed Improvements to the University Avenue Corridor**, including supporting data from traffic studies and research.
- 6) **Proposed Amendments to College Park Special Area Plan.**
- 7) **Proposed University Heights Special Area Plan.**

EXHIBIT B**PROJECTED SCHEDULE**

July, 1998	Execute Agreement for Professional Consulting Services
July/August	Trip 1: Initial Meeting & Pre-Charrette Site Visit; Review pertinent Documents
September 18-24 or October 2-8 (best)	Trip 2: Charrette
October/November	Prepare University Heights Special Area Plan, amendments to College Park Special Area Plan, and Proposed improvements to University Avenue Corridor, and submit draft to staff
December / January	Prepare final Special Area Plan proposals and University Avenue Corridor proposal, and make final presentations.

EXHIBIT C**University Avenue Corridor Traffic Study
Proposed Alternate Approach to Travel Forecasting****Task A - Identify Available Routes**

Establish available routes for east-west traffic in the University Avenue corridor. This includes University Avenue itself, adjacent or nearly adjacent streets such as S.E. Second Avenue and S.E. Fourth Avenue, and streets (for example, N.E. Eighth Avenue) that are reasonable alternates for long-distance regional travel. The intent of these alternate streets is to identify routes that could be used with reasonable increments of additional travel time or vehicle miles of travel.

Task B - Establish Feasibility of Alternate Routes

Assess the usefulness of the alternate routes for through traffic, i.e., traffic with neither origin nor destination in downtown Gainesville. Identify physical or community-related "fatal flaws" that would preclude the use of these streets for any higher levels of through traffic. These conditions might include local institutions (for example, schools), physical constraints (such as sight distance deficiencies), or community value issues (valued or threatened neighborhoods).

Task C - Summarize Existing and Projected Traffic Volumes

Summarize the existing traffic volumes for all alternate streets identified in Tasks A and B above. Aggregate existing traffic volumes across the corridor at several selected north-south screen lines. Identify major north-south movements across the alternate corridor streets identified above.

Project future traffic for east-west travel in the corridor. As the basis of this projection, use regional or subregional growth rates derived from the current travel demand forecast model in use for Gainesville. Verify that travel growth reflects growth in major travel generators, particularly the downtown area and the University. Verify that a reasonable level of downtown revitalization is incorporated in the corridor travel forecast.

Task D - Reassign Existing and Future Traffic to Alternate Networks

Reassign traffic for each of the assumptions regarding University Avenue and associated alternate routes. As a basis for this process, reassign traffic to the reconfigured University Avenue to the point that reasonable level of service is still being maintained (LOS "D" or "E" in peak hours). Reassign traffic to the alternate routes on the basis of the additional travel time and distance involved in their use. Thus, alternate routes requiring the largest increment of travel time or distance receive the least amount of reassigned traffic, and vice versa.

Test the reassigned travel volumes for overall credibility. Measures to be evaluated include percentage of growth in new traffic, absolute quantity of new traffic, balance among the available routes and balance among the resulting levels of traffic service.

Task E - Assess Alternate Traffic Plans

Compute the following measures of effectiveness for corridor streets (University Avenue plus alternate routes) under the various alternative configurations of University Avenue:

- (1) Vehicle miles of travel;
- (2) Vehicle hours of travel;
- (3) Increment of travel time for longer distance through trips;
- (4) Access to properties on University Avenue;
- (5) Pedestrian atmosphere; and
- (6) On-street parking and access to off-street parking.