

**AGREEMENT FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES
FOR THE DOWNTOWN SOUTHWEST QUADRANT PARKING GARAGE FACILITY**

THIS AGREEMENT is entered into this _____ day of _____, 2001, between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation existing under the laws of the State of Florida (CITY) and WILBUR SMITH ASSOCIATES (CONSULTANT).

WITNESSETH:

WHEREAS, the City is desirous of obtaining professional civil engineering services as described in the Scope of Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

A. Scope of Services

1. The professional engineering / architectural services being obtained in this Agreement are for a project described as follows: a parking garage facility (herein called the Project) which is to be located in the downtown southwest quadrant of the City of Gainesville. The Project will be designed to be consistent with the City's development codes and will contain between 375 and 700 parking spaces and includes potential for first floor retail, office, or residential uses and will have a façade design scaled to relate to the surrounding area. In addition, the Project will include pedestrian and streetscape linkages between the proposed Project and the surrounding businesses, commercial and government centers, and includes coordination with the new County Judicial Center campus currently in the design stage.
2. The Scope of Services for the Project includes all the tasks listed in the table in Attachment 2. The tasks are broken down in four phases as follows:
 - a. Planning Study Phase
 - b. Preliminary Design Phase
 - c. Final Design and Bid Phase
 - d. Construction Administration Phase

B. Schedule

1. The Consultant acknowledges the existence of the Interlocal Agreement, Pertaining to the Judicial Complex, made between Alachua County and the City of Gainesville, on October 24, 2000. It is also acknowledged that in this Interlocal Agreement, the City has the responsibility to provide 112 parking spaces in the Project for use by jurors in the new County Judicial Complex. Therefore, to assist the City in meeting its obligation, the Consultant will prepare and periodically update a project schedule that will identify milestone dates for decisions required by the City, various design phases to be completed by the Consultant, commencement of construction and substantial completion of the Project such that Project completion will occur with the completion of the Judicial Complex construction.

2. It is understood by the City that the Consultant does not have control over, nor is in charge of, nor shall be responsible for the construction schedule, nor construction means, techniques, sequences or procedures, nor for safety precautions and programs in connection with the construction of the Project since these are solely the General Contractor's responsibility under the construction phase of the Project.

C. City Responsibilities and Tasks

The City will be responsible for the following tasks:

1. Monitor work achieved for contract compliance
2. Provide information concerning the project which is available in City files
3. Inform the Consultant of any known design parameters or requirements
4. Provide assistance as described in ATTACHMENT III.

D. Compensation

1. Phase One - Planning Study

Total Compensation for Phase One shall not exceed \$108,559 and shall consist of the tasks detailed in ATTACHMENT II.

2. Phase Two - Preliminary Design, Phase Three - Final Design and Bid, and Phase Four - Construction Administration

- a. The total compensation for Phases Two, Three, and Four shall not exceed \$1,100,441.00 and shall consist of the tasks detailed in ATTACHMENT II.
- b. The total compensation for Phases Two, Three, and Four shall be calculated based upon the following formula:

$$\text{Total Compensation} = \left([0.005000(S - 20) + 0.002769(P - 375)] \$305,000 \right) + \$795,441$$

Where "S" represents the square footage of proposed store/office space divided by 1,000 and "P" represents the number of proposed parking spaces.

- c. The City reserves the right to provide a full-time resident project representative during the construction of the facility and deduct between \$168,000 and \$216,000 from the Consultant's compensation based upon the following formula with the same variable definitions as subsection b. above:

$$\text{Compensation Deduction} = \left([0.005000(S - 20) + 0.002769(P - 375)] \$48,000 \right) + \$168,000$$

3. Consultant shall invoice the City for services rendered not more frequently than monthly. All invoices shall include descriptions and details of work performed related to ATTACHMENT II. The City shall pay all approved invoices within 30 days. Should the City disagree with an invoice submitted by the Consultant, the City shall notify the Consultant within 10 working days from receipt of said invoice.

E. Standard of Care

Consultant's services shall be performed with the skill and care that would be exercised by comparable qualified professional engineers performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the design, the Consultant shall furnish, at its own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from these deficiencies.

F. Personnel

All of the services will be performed by the Consultant and the sub-consulting firms identified on ATTACHMENT II. None of the work or services covered by this Agreement shall be otherwise subcontracted without prior written authorization by the City. The interest of the Consultant shall not be assigned without the prior written authorization of the City.

The Consultant will staff the project with qualified individuals and secure others at the Consultant's own expense as required to carry out and perform the Scope of Services of this Agreement. Such personnel shall not be employees of or have any personal fiscal relationship with any employees or officials of the City. Such personnel shall be fully qualified and shall be authorized under State law to perform such services. The Consultant retains the authority to utilize specific qualified personnel as the project from time to time shall require. Failure of the Consultant for any reason to make the personal service of any person available to the City to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Agreement. Any changes in Item F. Personnel will be made only by mutual written consent of the Consultant and the City.

G. Indemnification

The Consultant agrees to indemnify and defend the City from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of the Consultant, its employees, or agents in connection with the services provided under this Agreement.

H. Insurance

The limit of liability shall be equivalent to the insurance coverage required below. The Consultant shall procure and maintain during the life of this Agreement insurance of the types and in the minimum amounts as follows:

1. Workers' Compensation Insurance providing coverage in compliance with the laws of the State of Florida in which any part of the work is to be performed, and Employer's Liability Coverage with the minimum of \$1,000,000 for each occurrence.
2. Comprehensive General Liability Insurance: Bodily injury and property damage combined single limit, \$1,000,000 each occurrence, \$1,000,000 aggregate.
3. Architects' and Engineers' Professional Liability Insurance: Bodily injury and property damage combined, \$500,000 aggregate.

Said insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the City. A certificate or certificates evidencing the maintenance of said insurance shall be furnished to the City and shall provide that the insurance evidenced by the certificate will not be canceled or reduced except after thirty (30) days from receipt by the City of written notice thereof. The policy or policies of insurance except for the Engineers Professional Liability Insurance shall name the City as an additional insured.

Nothing in this Agreement shall be interpreted as a waiver of the City's sovereign immunity under F.S. 768.28.

I. Termination

This Agreement may be terminated by the City, with or without cause, upon thirty (30) days written notice by certified mail to the Consultant. In the event this Agreement is terminated as provided herein, the Consultant shall be reasonably compensated for services rendered to the effective date of such termination, as mutually agreed upon.

J. Successors and Assigns

The provisions of this Agreement shall be binding on the successors and assigns of the parties hereto and it is mutually agreed that the Consultant shall not assign the Agreement without express written consent of the City.

K. Applicable Law

This Agreement shall be interpreted by the laws of the State of Florida.

L. Legal Insertions, Errors, Inconsistencies, or Discrepancies in Agreement

It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise any such provision is not inserted in correct form, then this Agreement shall, upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appear not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon the application of either party, be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

If this Agreement contains any errors, inconsistencies, ambiguities, or discrepancies, including typographical errors, the Consultant shall request a clarification of same by writing to the City Engineer whose decision shall be binding upon the parties.

M. Statement of Non-Inducement

The Consultant warrants that no company or person, other than a bona fide employee working solely for the Consultant, has been employed or retained to solicit or secure this Agreement. The Consultant has not paid or agreed to pay any person, company,

corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making of this Agreement.

Notwithstanding any other provisions of this Agreement, for the breach or violation of this paragraph, the City shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.

N. Non-Discrimination

No person, on the grounds of race, color, religion, national origin, or sexual orientation, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination during the performance of the scope of services of this Agreement.

O. Entire Agreement

This Agreement constitutes the entire Agreement between the parties hereto. Modifications of this Agreement shall be in writing, signed by both parties, and incorporated as written amendments to the Agreement prior to becoming effective.

P. Changes

The City may, from time to time, require or request changes in the scope of services of the Consultant to be performed thereunder. Such changes, including any appropriate increase or decrease in the amount of compensation and changes in the project schedule, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Agreement as change orders.

The City shall have the right to increase or reduce the scope of the services of the Consultant thereunder, at any time and for any reason, upon written notice to the Consultant specifying the nature and extent of such reduction or increase. In the event of an addition to the scope of services, the Consultant shall be fully compensated for additional work as mutually agreed upon by the City and the Consultant. In the event of a reduction to the scope of the services, the total amount due the Consultant will be reduced; however, the Consultant shall be fully compensated for the work already performed, including the payment of all necessary contract fee amounts due and payable hereunder prior to receipt of written notification of such reduction in scope, and shall be compensated for the work remaining to be done as determined by the City Engineer. The work of revising documents as a result of a reduction in the scope of the services shall be compensated for as a change therein as provided in this paragraph.

In the event, however, that any change is required in the plans, drawings, specifications, or other documents because of defect of design or unworkability of details, or because of any other fault or errors of the Consultant, no additional compensation shall be paid to the Consultant for making such changes.

Q. Consultant shall comply with the "Qualified local MBE/SBE Procurement Program & Statement on Commitment to Utilize Qualified Local MBE/SBE attached hereto as Attachment I and made a part here of in all work performed under this contract.

R. Notices

Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U.S. Mailbox, in a postage-prepaid envelope, addressed to the other party. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party, a notice stating the change and the changed address.

Addresses of the City and Consultant are as follows:

CITY

City of Gainesville
Public Works M. S. 58
P O Box 490
Gainesville FL 32602
Attn: J. E. Swearingen, P.E.
Public Works Manager

CONSULTANT

Wilbur Smith Associates
P O Box 92
Columbia, SC 29202-0092
Attn: Gregory S. Slaybaugh, P.E.
Director, Parking and Facilities
Engineering Division

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes therein contained on the day and year first above written.

ATTEST OR WITNESS:

By: _____

Title: _____

By: _____

Title: _____

ATTEST OR WITNESS:

CITY OF GAINESVILLE

By: _____

Title: _____

By: **WAYNE BOWERS**
City Manager

ATTACHMENT I

Qualified local MBE/SBE Procurement Program Policy & Statement of Commitment to Utilize Qualified Local MBEs/SBEs

It is the policy of the City of Gainesville that local minority business enterprises (MBEs) and local small business enterprises (SBEs) as defined in the City's of Gainesville's Qualified local MBE/SBE Procurement Program policies and procedures shall have the maximum opportunity to participate in the performance of all aspects of contracting and subcontracting opportunities for the City of Gainesville. In this regard, the City of Gainesville and its contractors will take all necessary and reasonable steps to ensure that qualified local minority and qualified local small businesses have the maximum opportunity to compete for and perform such contracts/subcontracts and provide materials and/or services for such contracts/subcontracts.

Notification is hereby given that qualified local minority and qualified local small businesses are strongly encouraged to submit a bid/proposal in response to any procurement opportunity let by the City of Gainesville.

The requirements described below apply to the Contractor's response to the solicitation for Professional Civil Engineering Services as well as efforts which will be required of the Contractor in the performance of services under each supplemental project or assignment engaged in during the life of the Agreement for Professional Civil Engineering Services. Should a Contractor's bid/proposal for the Professional Civil Engineering Services be rejected, administrative consideration, as described immediately below, will be available for the bidder/proposer to challenge that determination. If the City of Gainesville determines that the apparent successful Bidder/Proposer has failed to meet the requirements of this policy, before awarding the contract it will provide the Bidder/Proposer the opportunity for Administrative Reconsideration that will include the following:

The Bidder/Proposer will have the opportunity to demonstrate how the good faith efforts presented in the bid/ proposal met the requirements of this program within 5 working days after receipt of the notice of determination concerning the issue of whether it (a) met a goal, if any, (b) made adequate good faith efforts to meet a goal, if any, or (c) made adequate good faith efforts to maximize the participation of local MBE/SBE Subcontractors or local MBE/SBE Material Suppliers, if a goal was not required.

Once the Agreement for Professional Civil Engineering Services is awarded, the Contractor's failure to comply with the requirements described below in the performance of each project awarded would constitute a breach of the Agreement for Professional Civil Engineering Services and subject to the Contractor to the remedies available under the contract or otherwise applicable law.

When the Contractor can not provide with its own forces some of the services and/or material supplies needed in the fulfillment of this contract, the Contractor commits to using sufficient reasonable good faith efforts to contract with qualified local minority businesses and/or qualified local small businesses to the maximum extent possible. The Contractor commits to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this contract. **The Contractor should**

ATTACHMENT I

consider quality and price in selecting a subcontractor or material supplier. A subcontractor or material supplier must be capable of performing the contract work efficiently and economically.

Minimum Good Faith Efforts Required

The City requires that the following efforts and activities be undertaken in connection with the bid/proposal and as applicable during the performance of the Agreement for Professional Engineering Services and each project awarded thereunder.

When the Contractor can not provide with its own forces some of the services and/or material supplies needed in the fulfillment of this contract, the Contractor shall provide to the City of Gainesville a list of all subcontractors and material suppliers that will be utilized in the completion of this project on the Tabulation of Subcontractors and Materials Suppliers form provided by the City of Gainesville. The Tabulation of Subcontractors and Materials Suppliers form shall include the following:

1. The names and addresses of all Subcontractors and Material Suppliers. Clearly designate which Subcontractors and Material Suppliers are qualified local minority and qualified local small businesses that will participate in the contract;
2. A description of the Work and/or Materials that each Subcontractor and Material Supplier will perform or supply;
3. The dollar amount or percentage of the Work and/or Materials that each Subcontractor and Material Supplier will provide on the project;

Good Faith Efforts:

Submit a "Tabulation of Subcontractors and Materials Suppliers" form which indicates the Contractor's commitment to maximize the participation of qualified local MBE/SBE Subcontractors and/or qualified local Material Suppliers, **and** submission of documentation of the good faith efforts, both successful and unsuccessful, made by the Contractor to maximize such participation.

The Contractor must provide all documentation with its Tabulation of Subcontractors and Material Suppliers form by which the scope, quality, quantity and intensity of the different kinds of efforts the Contractor made to maximize participation can be confirmed and be evaluated. The documentation should be provided both as to those efforts wherein the Contractor was successful in obtaining participation and those where it was not. In the latter case, the documentation should further indicate the reason for lack of success, i.e., Subcontractor's and/or Material Supplier's bid too high, Subcontractor and/or Material Supplier who bids apparently not able to perform the particular services, no bids received, etc.

Mere pro forma efforts are not good faith efforts to meet the qualified local MBE/SBE requirements.

The City of Gainesville will consider the following list of types of actions as a part of the Contractor's good faith efforts to obtain qualified local MBE/SBE Subcontractor and/or qualified local MBE/SBE Material Supplier participation. It is not intended to be a

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mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all qualified local MBEs/SBEs who have the capability to perform the Work or provide Materials needed to complete the project. The Contractor must solicit this interest within sufficient time to allow the qualified local MBEs/SBEs to respond to the solicitation. The Contractor must determine with certainty if the qualified local MBEs/SBEs are interested by taking appropriate steps to follow-up the initial solicitations.
- b. Selecting portions of the Work to be performed or portions of the Materials to be provided by qualified local MBEs/SBEs in order to increase the likelihood that the qualified local MBE/SBE participation is maximized. This includes, where appropriate, breaking out contract Work items or Material items into economically feasible units to facilitate qualified local MBE/SBE participation, even when the prime contractor might otherwise prefer to perform these Work items or provide these Material items with its own forces.
- c. Providing interested qualified local MBEs/SBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist the qualified local MBEs/SBEs in responding to a solicitation.
- d. (1) Negotiating in good faith with interested qualified local MBEs/SBEs. It is the Contractor's responsibility to make a portion of the Work or Materials available to the qualified local MBE/SBE Subcontractors and qualified local Material Suppliers and to select those portions of the Work or Material needed consistent with the available qualified local MBE/SBE Subcontractors and qualified local Material Suppliers, so as to facilitate qualified local MBE/SBE participation. Evidence of such negotiation includes the names, addresses and telephone numbers of qualified local MBEs/SBEs that were considered; a description of the information provided regarding the plans and specifications for the Work or Materials selected for subcontracting; and evidence as to why additional agreements could not be reached for qualified local MBEs/SBEs to perform the Work or provide the Materials.

(2) A Contractor using good business judgment would consider a number of factors in negotiating with Subcontractors and Material Suppliers, including qualified local MBE/SBE Subcontractors and qualified local Material Suppliers, and would take a Contractor's price and capabilities as well as contract goals (if required) into consideration. However, the fact that there may be some additional costs involved in finding and using qualified local MBEs/SBEs is not in itself sufficient reason for a Contractor's failure to seek to maximize the use of qualified local MBEs/SBEs as long as such costs are reasonable and/or may be offset by other less tangible benefits. Also, the availability or desire of a Contractor to perform the Work or provide the Materials of a contract with its own organization does not relieve the Contractor the responsibility to make good faith efforts. Contractor is not, however, required to accept higher quotes from qualified local MBEs/SBEs if the price difference is excessive or unreasonable or the qualified local MBEs/SBEs are not able to perform the Work. These decisions should, however, be supportable and documented as part of the required Good Faith Efforts.

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- e. Making efforts to assist interested qualified local MBEs/SBEs in obtaining bonding, lines of credit, or insurance as required by the City of Gainesville or Bidder/Proposer.
- f. Making efforts to assist interested qualified local MBEs/SBEs in obtaining necessary equipment, supplies, Materials, or related assistance and services.
- g. Effectively using the services of available minority/women/small business community organizations; minority/women/small contractors' groups; local, state, and Federal minority/women/small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of local minority/women/small businesses.

In determining whether a Contractor has made good faith efforts, the City of Gainesville will take into account the performance of previous Contractors for similar projects in meeting the requirements of the contract and historical participation by qualified local MBEs/SBEs involving similar Work or Materials.

If a goal is required for this contract, the City of Gainesville will apply the "Good Faith Efforts" section to MBE/SBE Contractor in accordance with the City of Gainesville's "Qualified local MBE/SBE Procurement Policies and Procedures." In determining whether an MBE/SBE/DBE/WDBE Contractor for a prime contract has met a contract goal, the City of Gainesville counts the Work the certified MBE/SBE/DBE/WDBE has committed to performing with its own forces as well as the Work that it has committed to be performed by additional qualified local MBE/SBE Subcontractors and additional qualified local MBE/SBE Material Suppliers. Even if an MBE/SBE/DBE/WDBE Contractor can meet a contract goal through its own forces, utilizing and documenting good faith efforts to utilize other qualified local MBEs/SBEs are still required.

Qualified local MBE/SBE Terminations/Substitutions:

A Contractor shall not terminate for convenience a qualified local MBE/SBE Subcontractor or qualified local MBE/SBE Material Supplier and then perform the Work or provide the Materials of the terminated subcontract within its own forces or those of an affiliate without the prior consent of the City of Gainesville.

When a qualified local MBE/SBE Subcontractor or qualified local MBE/SBE Material Supplier is terminated or fails to complete its Work or fails to provide the Materials on the contract for any reason, the Contractor shall make good faith efforts to find another qualified local MBE/SBE Subcontractor or qualified local MBE/SBE Material Supplier to substitute for the original qualified local MBE/SBE. These good faith efforts shall be directed at finding another qualified local MBE/SBE to perform at least the same amount of Work or provide the same amount of Materials under the contract as the qualified local MBE/SBE that was terminated to the extent needed to meet the contract goal or commitment.

The City of Gainesville shall have the right to consider price, quality, past performance including meeting MBE/SBE commitments, time required for performance and qualifications of the Contractor in making future award(s).

PAYMENT:

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Upon contract award, the City of Gainesville does not count the participation of the qualified local MBE/SBE Subcontractor or qualified local MBE/SBE Material Supplier toward the Contractor's qualified local MBE/SBE achievement or its overall goal until the amount being counted toward the goal or achievement has been paid to the qualified local MBE/SBE. *The Contractor is required to submit documentation to the City of Gainesville to validate payment to the qualified local MBE/SBE and the amount of the qualified local MBE/SBE achievement/goal achieved to date.*

Records of progress payments made by Contractor to qualified local MBE/SBE Subcontractors and/or qualified local Material Suppliers are required at least on a monthly basis. However, information can be submitted more frequently than monthly.

Payment will be due to the Contractor from the City of Gainesville thirty (30) days after receipt of invoice, provided that Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by the City due to failure by the Contractor to comply with the Specifications, because unacceptable equipment or Materials were delivered as determined by the City's inspection or failure by the Contractor to comply with the "Prompt Payment: Late Payments by Contractors to Subcontractor and Material Suppliers; penalty:" clause. The City shall notify the Contractor of any unsatisfactory performance or non-compliance with the "Late Payments by Contractors to Subcontractor and Material Suppliers" clause as soon as practicable so that it can be corrected without delaying payment if possible.

Prompt Payment: Late Payments by Contractors to Subcontractor and Material Suppliers; penalty:

When a Contractor receives from the City of Gainesville any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within 7 Working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. Retainage is also subject to this prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose Work has been completed, even if the prime contract has not been completed.

Prompt Payment Assurance:

The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material supplier.

Equal Opportunity Assurance:

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The Contractor, sub recipient, Subcontractor or Material Supplier shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate.

The Contractor shall include this assurance in each subcontract that it signs with a Subcontractor or Material Supplier.

Maximum - 40,000 Square Feet of Storage
City of Gainesville
Downtown Southwest Quadrant
Scope of Services as of
March 26, 2007

Phase / Task Description	Wilbur Smith Associates, Inc.		The Corradino Group		Skinner & Associates, Inc.		Cadwallader & Associates	
	Fee	Expenses	Fee	Expenses	Fee	Expenses	Fee	Expenses
I Planning Study Phase								
Hold a Design Team (non-public) design charette.	\$6,000	\$2,000	\$5,100	\$3,000	\$2,000	\$100	\$500	\$20
Prepare a parking needs analysis.	\$13,300	\$1,000			\$500			
Prepare a traffic and transportation operations analysis.	\$7,700	\$1,000						
Analyze potential project sites, facility size and functional layouts.	\$4,000	\$500	\$2,900	\$500	\$1,200	\$100		
Prepare a budget level estimate of construction cost and an overall project schedule.	\$500	\$100			\$500			
Develop parking garage facility operations and management plan.	\$2,500	\$100						
Generate an operating cost and revenue pro forma.	\$2,500	\$100			\$500			
Generate a financial analysis.	\$4,200	\$300						
Complete an ESA - Phase I (on as many as 3 potential sites).								
Prepare a conceptual study report with conclusions and recommendations.	\$10,200	\$300	\$2,000	\$500	\$500			
City Commission meetings and public information process	\$7,500	\$2,000	\$4,500	\$4,500	\$2,300	\$100		
Subtotal - Planning Study Phase	\$58,400	\$7,400	\$14,500	\$8,500	\$7,500	\$300	\$500	\$20
II Preliminary Design Phase								
Order topo and property survey.								
Order soil borings and geotechnical report.								
Prepare preliminary drawings and outline specifications.	\$163,000	\$8,500	\$75,300	\$3,000	\$21,100	\$1,500	\$6,700	\$80
Update the estimate of construction cost and overall schedule.								
Subtotal - Preliminary Design Phase	\$163,000	\$8,500	\$75,300	\$3,000	\$21,100	\$1,500	\$6,700	\$80

Maximum - 40,000 Square Feet of Store
City of Gaines
Downtown Southwest Quadra
Scope of Services a
March 26, 2001

Phase / Task Description	Wilbur Smith Associates, Inc.		The Corradino Group		Skinner & Associates, Inc.		Cadwallader & Associates	
	Fee	Expenses	Fee	Expenses	Fee	Expenses	Fee	Expenses
III Final Design and Bid Phase								
Prepare Contract Documents.	\$202,400	\$9,200	\$3,100	\$500	\$85,900	\$1,500	\$35,300	\$100
Update the estimate of construction cost and project schedule.								
Bid Phase services	\$12,000	\$1,500			\$2,000	\$100		
Subtotal - Final Design and Bid Phase	\$214,400	\$10,700	\$3,100	\$500	\$87,900	\$1,600	\$35,300	\$100
IV Construction Administration Phase								
Provide the basic architectural / engineering construction administration services during the construction.	\$93,500	\$7,401	\$3,300	\$1,500	\$27,800	\$2,000	\$9,000	\$100
Provide full-time resident project representative during the construction.	\$198,000	\$18,000						
Provide materials testing and quality control inspections during construction.								
Subtotal - Construction Administration Phase	\$291,500	\$25,401	\$3,300	\$1,500	\$27,800	\$2,000	\$9,000	\$100
TOTAL FEES AND DIRECT EXPENSES	\$727,300	\$52,001	\$96,200	\$13,500	\$144,300	\$5,400	\$51,500	\$300

NOTE: The amounts shown above may vary per discipline.



COLUMBIA OFFICE
March 26, 2001

TO: Emery Swearingen
FROM: Greg Slaybaugh
SUBJECT: Gainesville Parking Garage
Fee Proposal dated March 26, 2001 (Revision 3)

The following assumptions were made regarding the parking study fee proposal:

1. A traffic study will be required that includes capacity analysis of the 11 intersections. Wilbur Smith Associates (WSA) has received intersection turning movement counts from the City of Gainesville. We will set up a SYNCHRO signal analysis and examine AM and PM peak hour conditions. The City of Gainesville staff will be available to assist in this effort if additional data is required.
2. The Kimley-Horn and Associates' February 9, 1999, report will only need to be updated.
3. The City of Gainesville staff will collect all of the parking data required by Wilbur Smith Associates.
4. The financial feasibility analysis will examine system-wide parking revenue and operating expenses.
5. There may be a need to conduct some parker interviews to quantify existing walking distances.
6. The parking requirements of the County's proposed Judicial Complex are well documented and available for use by Wilbur Smith Associates.

GSS/ems

