

LEGISLATIVE #

110540A

CITY OF GAINESVILLE AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT ("Agreement") made and entered into between the **City of Gainesville**, a municipal corporation ("City"), and **Littlejohn Engineering Associates, Inc.**, a Tennessee corporation ("Consultant").

WHEREAS, on May 2, 2011, the City issued a Request for Proposals # PLAN-110050-FB (the "RFP") for professional services to prepare an update to, and incorporate form-based code principles into, the City's Land Development Code, consistent with the Comprehensive Plan; and

WHEREAS, the Consultant was selected as the number one ranked firm as a result of the City's selection process; and

WHEREAS, on September 1, 2011, the City Commission authorized the City Manager and City Attorney to negotiate for a scope of services and contract terms with the Consultant; and

WHEREAS, the City and the Consultant have reached agreement on the terms and conditions under which the Consultant will provide professional services; and

NOW, THEREFORE, for good and valuable consideration, the City and Consultant agree as follows:

I. SCOPE OF SERVICES/CONTRACT DOCUMENTS

Consultant shall provide the services to the City as described in and pursuant to the terms and conditions in the following documents (collectively the "Contract Documents"):

1. This Agreement, including the Scope of Services attached as Exhibit "A" and the Hourly Rates attached as Exhibit "B;"
2. RFP # PLAN-110050-FB dated May 2, 2011, and Addendum No. 1 dated May 16, 2011; and
3. Consultants Response to the RFP dated May 25, 2011, excluding Pages 11 -15 of Section 2 (Technical Proposal) and Section 3 (Price Proposal), which have been incorporated into and are superseded by Exhibits "A" and "B" to this Agreement.

The Contract Documents constitute the entire agreement between the City and Consultant. In the event of conflict or inconsistency between in the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

The Project Managers identified in Section XIV of this Agreement are authorized to, by mutual agreement, revise the tasks and components identified in the Scope of Services attached as Exhibit "A" as the work progresses; provided such modification will not result in an increase in

the “not to exceed” amount identified in Section III below. All such modifications shall clearly identify the work to be deleted, the work to be added and the price adjustment for same based on the hourly rates specified in Exhibit “B.” All such modifications shall be in writing and signed by both Project Managers.

II. TERM

This Agreement shall be effective upon signature of both parties (the “Effective Date”) and shall continue until completion of the Scope of Services and final payment unless sooner terminated as provided herein.

III. COMPENSATION/PAYMENT

Consultant shall be compensated on a lump sum basis per Component as described in Exhibit A. The total compensation for the Scope of Services shall not exceed \$187,645.

With respect to reimbursable expenses, the Consultant shall not charge for travel time, unless work is actually performed during the travel time. Mileage rates shall not exceed the rate approved by the Internal Revenue Service for income tax purposes. All other travel expenses, including meal per diem, must otherwise conform to the City’s travel policies and procedures. It is further understood that the Consultant’s compensation includes generally accepted overhead expenses. Accordingly, the City will not reimburse for: (1) Storage of open or closed files, rent, electricity, local telephone, and receipt of faxed documents or other items traditionally associated with overhead, (2) Telephone, faxes, postage, express mail, support, or any other service in excess of the amount actually expended by the Consultant for such service. The City will not pay for any incremental amount, whether it is intended to recover the cost of equipment and hardware or not, and (3) Photocopy charges in excess of twenty cents per page (for black and white copies) and \$1.00 per page (for color copies).

Reimbursable expenses that exceed \$_____ must be pre-approved by the City’s Project Manager. The total paid for reimbursable expenses pursuant to the Contract Documents shall not exceed \$_____.

Invoices submitted by the Consultant pursuant to the Contract Documents will be reviewed by the City to confirm that services have been rendered in conformity with the Contract Documents. The invoices shall identify the percentage of work complete by Component for which the Consultant is seeking payment, shall list eligible reimbursable expenses and shall include a progress report listing in more detail the tasks performed and deliverables completed to date. The Consultant shall provide such additional backup and documentation as requested by the City to verify the services rendered, eligible reimbursable expenses incurred and invoice amounts. Consultant shall not submit more than one invoice per thirty (30) day period. Upon City approval, the invoice will be processed for payment.

The City will make payment to the Consultant within thirty (30) days after approval of the invoice by the City. Payment may be withheld by the City due to Default (as defined in V. below) by the Consultant until such time as the Default is cured. Consultant shall be paid via an electronic funds transfer (EFT), or as otherwise provided by the City’s payment procedures.

IV. OWNERSHIP AND PUBLICATIONS OF MATERIALS

All reports, information, data, and other materials prepared by the Consultant pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the parties, are jointly owned by the Consultant and the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information contained therein and relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

V. DEFAULT AND TERMINATION

- (a) If the Consultant fails to perform in accordance with the Contract Documents (a "Default"), then the City, after providing at least ten (10) days written notice to the Consultant of the Default and the City's intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Agreement without prejudice to any other rights or remedies the City may have under this Agreement.
- (b) This Agreement may be terminated by the City, with or without cause, upon thirty (30) days written notice to the Consultant. In the event this Agreement is so terminated, the Consultant shall be compensated for services rendered through the effective date of the termination.

VI. INDEPENDENT CONTRACTOR

Consultant shall be considered as an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Consultant shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Consultant in the full performance of the Contract Documents.

VII. FISCAL RESPONSIBILITY, MAINTENANCE AND AVAILABILITY OF RECORDS/AUDIT

Consultant shall maintain records sufficient to document its completion of the Scope of Work in accordance with the Contract Documents. These records shall be subject to all reasonable times to review, inspect, copy, and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Scope of Work or termination of this Agreement, whichever first occurs. Records which relate to any litigation, appeals or settlements of claims arising from the Contract Documents shall be maintained and made available until a final disposition has been made of such litigation, appeals, or claims.

VIII. INDEMNIFICATION

Consultant shall indemnify and hold harmless the City, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract Documents.

IX. SOVEREIGN IMMUNITY

Nothing in the Contract Documents shall be interpreted as a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes.

X. TIMELINESS

The City and Consultant agree time is of the essence in performance of the Contract Documents and that the Scope of Work shall be performed in an expeditious manner and with care and diligence reasonably expected of a consultant performing such work.

XI. VALIDITY

If any provision of the Contract Documents is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of the Contract Documents.

XII. SPECIAL TERMS AND CONDITIONS

None.

XIII. INSURANCE

The Consultant shall furnish the City a Certificate of Insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Consultant must state that the City will be given thirty (30) days written notice (or ten (10) days written notice for non-payment) prior to cancellation or material change in coverage. The City must be listed as a Certificate Holder on the policy.

Consultant shall be required to maintain sufficient insurance to cover its liability in performance of this Agreement.

At a minimum, the insurance checked below shall be required:

- ☒ Worker's Compensation providing coverage in compliance with Chapter 440, Florida Statutes.
- ☒ Comprehensive General (Public) \$1,000,000 combined single limit for

Liability (other than automobile), consisting of broad form comprehensive general liability insurance including contractual coverage, and naming the City as an additional insured. bodily injury and property damage.

- | | | |
|-----|--------------------------------------|---|
| [X] | Automobile Bodily Injury | \$300,000 per individual
\$500,000 aggregate |
| [X] | Automobile Property Damage Liability | \$500,000 per occurrence |

XIV. CONTACT PERSONS

The parties hereto designate the following persons to be contacted regarding the performance of the Contract Documents and for the giving of notices pursuant to the Contract Documents. Any notices required to be given hereunder shall be effective upon being sent by hand-delivery or by certified or registered mail (return receipt requested) or via overnight delivery service to the following addresses:

City

Erik Bredfeldt
Project Manager
City of Gainesville
306 NE 6th Avenue,
Gainesville, Florida 32601
Phone: 352-393-8690

With a copy to :
City Manager
City of Gainesville
P.O. Box 490, MS 6
Gainesville, FL 32627
physical address:
200 E. University Avenue, Suite 402
Gainesville, FL 32601
Phone: 352-334-5010

Consultant

Patricia A. Tyjeski, AICP
Project Manager
Littlejohn Engineering Associates
1615 Edgewater Drive
Orlando, Florida 32804
Phone: 407-975-1273

With a copy to:
Lennie Arnold, PE, CPESC, LEED AP
Director of Engineering
Littlejohn Engineering Associates
1615 Edgewater Drive
Orlando, Florida 32804
Phone: 407-974-1273

The parties shall notify each other in writing of any change of address.

XIII. APPLICABLE LAW AND VENUE

The Contract Documents shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to the Contract Documents must be brought and heard in Alachua County, Florida.

XIV. ENTIRE AGREEMENT/AMENDMENTS

The Contract Documents constitute the entire agreement between the City and Consultant. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

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

CITY

CONSULTANT

Russ Blackburn, City Manager
Date signed: _____

Name: _____
Title: _____
Date signed: _____

WITNESS (as to City):

WITNESS (as to Consultant):

Print Name: _____
Date signed: _____

Print Name: _____
Date signed: _____

Exhibit A

Scope of Services

The purpose of this project is to prepare an update to, and incorporate form-based code principles into, the City's Land Development Code, consistent with the Comprehensive Plan. The creation of the form-based code will be completed with strict adherence to the community's vision centered on the Comprehensive Plan Update, community-driven priorities, and existing neighborhood characteristics. The Consultant shall employ the following framework to update the City's LDC and develop a form-based code for the areas described below and displayed on Map 1.

- 13th Street and 23rd Avenue Mixed Use Area (and adjacent commercial corridors)
- Urban Core (and adjacent commercial corridors)
- Urban Village (and adjacent commercial corridors)
- Westgate Plaza Mixed Use Area (and adjacent commercial corridors)

Component 1: Kick Off Meeting, Site Analysis, Data Collection/ Assessment

Task 1 Kick Off Meeting. LEA will attend a kick off meeting with staff to address the following:

- Review the contract and scope of services;
- Establish a working timeline and milestones to be completed over the course of the contract;
- Introduce the City and Consultant Project Managers and teams, and identify roles and responsibilities;
- Obtain a list of stakeholders and contact information from City staff;
- Discuss desired process and develop a schedule for stakeholder interaction; and
- Discuss the issues affecting the development of form-based code regulations.

Task 2 Site Analysis. LEA will prepare a site analysis of the four areas subject to Form Based Code principles. LEA will visit the selected form-based code areas and will assess the existing land uses, physical attributes, environmental resources, streetscape themes, and overall characteristics of the areas. Additionally, the LEA team will catalogue right-of- way widths, pavement widths, sidewalk widths, architectural character, building height, density and intensity, building materials, streetscape amenities, building height/right-of-way width ratio, urban form, and historical context. A report summarizing the existing built environment will be submitted to City staff for review prior to the drafting of the form-based code.

Task 3 Data Collection/Assessment. The City will provide LEA the following data and documents necessary to complete the project:

- a. Comprehensive Plan and relevant portions of old Evaluation and Appraisal Report
- b. Land Development Code in MS Word

- c. Changes to Land Development Code that City staff has already identified
- d. Community Redevelopment Area (CRA) Plans and maps
- e. Special Area Plans
- f. GIS Data Layers relative to geographic areas of the City subject to Form Based Code principles
- g. Historic Districts – boundaries and regulations
- h. Future Land Use Map
- i. Zoning Map
- j. Environmental Resources
- k. Additional data provided by City staff that will aid in the successful completion of the project.

LEA will review the studies and planning documents provided by staff and develop a summary/assessment report.

Task 4 Project Update Conference Calls. LEA will participate in twelve (12) conference calls with staff to address questions from both sides, discuss upcoming activities, and generally to provide progress updates.

Deliverables:

- One or two meetings of 8 hours total with City staff and four (4) LEA team members;
- List of stakeholders and schedule of interaction; and
- Site analysis and data assessment report.

Littlejohn Compensation for Component #1:

\$33,935

Component 2: STAKEHOLDER/PUBLIC PARTICIPATION

Task 1 Stakeholder Interviews. LEA will spend one day at an appropriate City facility interviewing the identified stakeholders, including City Commissioners and relevant Committees/Boards, members of the former CDRC, neighborhood groups, Builder's Association, etc., deemed important to the final work product (both Form-Based Code and LDC amendments). This scope allows for up to 16 45-minute sessions within two days with either individual stakeholders or groups. Two (2) LEA staff members will attend each interview. City staff will be responsible for sending meeting invitations, posting/advertising meetings when necessary, and reserving meeting rooms. Additional meetings/interviews, if requested, will be conducted as additional services.

Task 2 Public Relations. LEA will provide the following information in PDF format for upload to the City website to City staff in an effort to educate the community regarding the general principles of Form Based Codes and to keep the public involved in the process.

- Write up of project intent and general scope
- Schedule

- Quarterly progress updates
- Drafts in PDF format

Task 3 Initial Public Workshops. LEA will hold up to two (2) evening public workshops/Design Charrettes with the public to educate them on Form-Based Code principles, and to explore the unique qualities of the City as well as to explore community preferences regarding urban design. LEA will provide handouts and presentation materials. City staff will be responsible for sending meeting invitations, posting/advertising meetings when necessary, and reserving meeting rooms.

Deliverables:

- Sixteen 45-minute input sessions with stakeholders;
- Materials for meetings/workshops (inclusive of presentations in digital and hard copy format);
- Materials (written and graphic) providing project updates in PDF format for upload to the City website;
- Memorandum to staff outlining results of meetings/workshops.

Littlejohn Compensation for Component #2:

\$ 30,720

Component 3: Identification of Recommended LDC Amendments

Task 1 Revisions Matrix. LEA will review the following areas of the Land Development Code and external documents and, based on staff and public input, will develop a matrix identifying proposed amendments to the LDC.

- Definitions and Rules of Construction. Use Regulations - LEA will propose an overall use table to replace the Standard Industrial Classification (SIC) Codes currently used. The table shall be tailored for all zoning districts as well as for the form based code areas.
- Requirements for specially regulated uses.
- Off-Street Parking and Loading Regulations. LEA will update the standards for consistency with Comprehensive Planning goals.
- Development Plan Review Process as it relates to any proposed changes and streamlining the approval process. LEA will develop regulatory diagrams for code ease of use.
- Subdivision regulations and Street Vacation standards as they relate to blocks sizes and providing for a gridded street patterns for all new development.
- Planned Development District.
- Additional Development Standards.
- Special Use Permit.
- Applicable Comprehensive Plan revisions applicable to Code.
- Public works design manual and manual for Gainesville Regional Utilities (GRU) infrastructure considerations.

- k. LEA will coordinate with the Community Redevelopment Agency (CRA) and their consultant to ensure the intent/guidelines in the Urban Mixed Use -2 zoning district for Innovation Square Area are maintained.

Task 2 Special Area Plans Review. LEA will review the Land Development Code appendices regarding Special Area Plans and will determine if the sections on College Park, University Heights, Traditional City, SEGRI, and SW 13th Street can be deleted as they are incorporated into the Form-Based Code; LEA will also review the Central Corridors Code section and assess the need to retain any provisions or to integrate them into the Form-Based Code. Any revisions needed based on this analysis will be identified in the revisions matrix noted above.

Task 3 Sample Form-Based Code District Regulations. Based on the input received from staff and the public, LEA will develop a regulating plan and will draft the standards for one of the identified geographic areas and submit to staff for review.

Task 4 Meeting with Staff. LEA will meet with staff to review the matrix of proposed amendments and the preliminary Form-Based Code district regulations.

Deliverables:

- Matrix identifying necessary changes to the Land Development Code;
- Sample form based code zoning district for staff and stakeholder review;
- Meeting with staff to discuss matrix and sample district regulations.

Littlejohn Compensation for Component #3:

\$ 26,315

Component 4: Preparation of Form Based Code

Task 1 Form-Based Code Draft. The City project manager will provide LEA with a single set of comments regarding the regulating plan and sample district regulations. Upon receipt of staff's comments, LEA will proceed with drafting the entire Form Based Code for the four (4) identified geographic areas of the City based upon public input, form based code design parameters, land development code integration and staff input. The following will be included in the Form-Based Code:

- **Overview**, including definitions and intent.
- **Regulating Plan** illustrating character districts based on transect zones and corridors.
- **Land Use Standards**, using generic use types and exceptions rather than a long detailed list of uses.
- **Public Space Standards** will provide the defining design attributes and geometries that balance the needs of motorists, pedestrians, bicyclists, and transit riders while promoting a vital public realm. These standards will include design specifications for sidewalks, travel

lane widths, parking, curb geometry, trees, and lighting. Complete streets design is recommended as the preferred street design parameters.

- **Block and lot subdivision standards** to ensure that large lot development creates a network of streets and smaller blocks reinforcing connectivity and walkability in the urban area.
- **Building Type Standards**, determining which building types are appropriate within each character district/transect zone.
- I. **Building Form Standards** in graphic form and easy to understand. The building form standards govern basic building form, placement, and fundamental urban elements to ensure that all buildings complement neighboring structures and the street. These standards will be developed based upon the study of building types and any building/material standards appropriate for the area, climate, and neighborhood vitality. Specific building standards to be developed include:
 - Building placement
 - General use type
 - Height
 - Parking (amount and location)
 - Encroachments
 - Allowed building frontage types
- **Administration and Procedures** that are clear and predictable.
- **Other Standards.** LEA will evaluate the applicability of including landscape, parking, building and lot type in the form-based code or to disperse throughout the LDC.

Deliverables:

- Draft Form Based Code for review by staff.

Littlejohn Compensation for Component #4:

\$ 29,980

Component 5: Land Development Code Amendments

Task 1 Land Development Code Draft. Upon receipt of staff comments regarding the matrix (single set of comments), LEA will proceed with the Land Development Code amendments and will incorporate the Form Based Code .

Deliverables:

- Draft Land Development Code Amendments incorporating changes outlined in the matrix and the Form Based Code for the identified geographic areas.

Littlejohn Compensation for Component #5:

\$ 38,370

Component 6: LDC and Form-Based Code Review and Adoption

- Task 1 Presentation to Staff.** LEA will attend a meeting at an appropriate City facility to present the draft Form-Based Code and LDC amendments to representatives from all departments, including the City Attorney's office.
- Task 2 Revisions (#1).** LEA will make one (1) set of revisions to the draft based on comments received from staff.
- Task 3 Presentation of Draft to Public, Plan Board and City Commission.** LEA will present the draft Form Based Code and LDC amendments at a joint Plan Board, Development Review Board and Commission Public Workshop. LEA will prepare a PowerPoint presentation and handouts for the meeting.
- Task 4 Revisions (#2).** LEA will complete one (1) set of revisions based on input provided at the workshop.
- Task 5 Public Hearing before the Plan Board.** LEA will present the draft Form Based Code and LDC amendments to the Plan Board at a public hearing. Any changes proposed by the Plan Board will be outlined in a memo to take to the City Commission. No revisions to the draft are planned as part of this task.
- Task 6 Public Hearing before the City Commission.** LEA will present the draft Form Based Code and LDC amendments to the City Commission for public hearing and ordinance adoption (two readings). LEA will provide an overview training to staff regarding implementation of the Code following adoption and provide reasonable future support.
- Task 7 Final Draft.** LEA will finalize the Land Development Code and submit 20 copies of the final LDC and one electronic copy in Microsoft Word.

Deliverables:

- Attendance to meetings noted above. City staff will be responsible for sending meeting invitations, posting/advertising meetings when necessary, and reserving meeting rooms.
- Two sets of revisions and the submittal of the final draft.

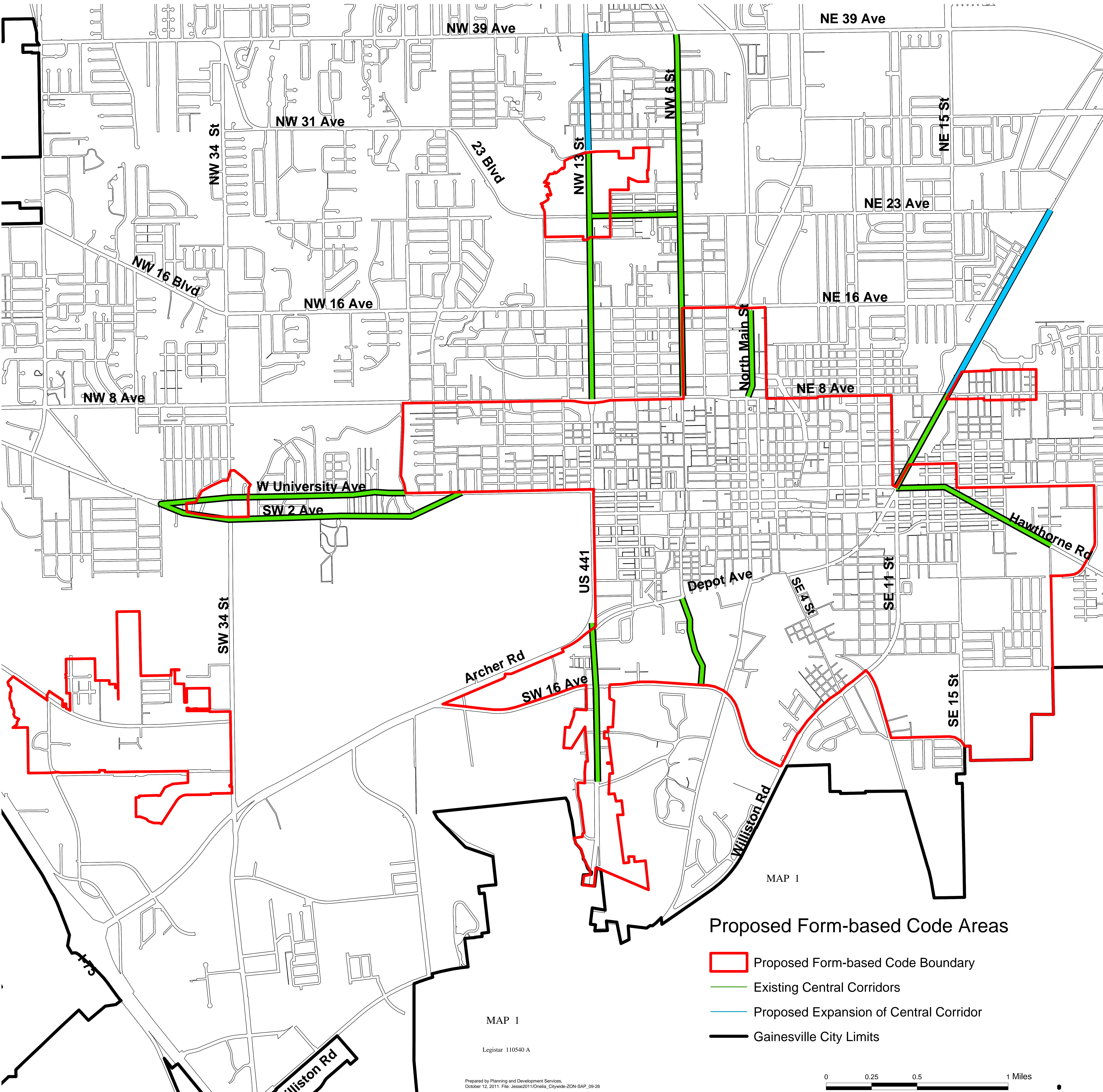
Littlejohn Compensation for Component #6:

\$ 28,325





Exhibit B

LEA Hourly Rates

Land Planning, Economic Development and Transportation	Standard Rate
Principal Planner	\$190
Project Manager	\$130
Senior Economic Development Planner	\$130
Senior Planner	\$130
Planner II	\$90
Planner I	\$75
Landscape Architecture	
Project Manager	\$130
Civil Engineering	
Director of Engineering Services	\$190
Project Manager	\$170
Administrative Support	
Administrative Assistant	\$75



Proposed Form-based Code Areas

-  Proposed Form-based Code Boundary
-  Existing Central Corridors
-  Proposed Expansion of Central Corridor
-  Gainesville City Limits

MAP 1

Legistar 110540 A

Prepared by Planning and Development Services,
October 12, 2011. File: Jesse2011\Onelia_Citywide-ZON-SAP_09-26

