

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE UNIVERSITY OF FLORIDA  
CENTER FOR CONSTRUCTION AND ENVIRONMENT  
AND  
THE CITY OF GAINESVILLE**

This Memorandum of Understanding (MOU) made and entered into this \_\_\_\_\_ day of July 1999 by and between the CITY OF GAINESVILLE, a municipal corporation for the State of Florida, (CITY), and the UNIVERSITY OF FLORIDA, CENTER FOR CONSTRUCTION AND ENVIRONMENT, a part of the M.E. Rinker, Sr. School of Building Construction, College of Architecture, (CCE).

WHEREAS, CCE through the efforts of Brad Guy has obtained a grant from the Florida Department of State Grants-in Aid Program for the purpose of planning and design work for the historic rehabilitation of the Old Gainesville Depot Building located at 201 SE Depot Avenue; and

WHEREAS, the CITY desires to plan and design the historic rehabilitation of the Old Gainesville Depot Building; and

WHEREAS, the CITY desires to utilize Brad Guy, an employee of the CCE, to provide planning and design work for the historic rehabilitation of the Old Gainesville Depot Building; and

WHEREAS, CCE and Brad Guy are uniquely qualified and willing to perform such services.

NOW, THEREFORE, CITY AND CCE agree as follows:

1. Period of Performance. This MOU shall become effective on July 1, 1999 and shall terminate on March 31, 2000. Performance may be extended for additional periods by the mutual written agreement of the parties. Renewal shall be contingent upon satisfactory performance evaluations by the CITY and subject to the availability of funds.
2. Statement of Work. The CCE has received a grant from the Florida Department of State Grants-in Aid Program for the purpose of planning and design work for the historic rehabilitation of the Old Gainesville Depot Building located at 201 SE Depot Avenue. The Grant is in the amount of \$15,993 with a \$16,300 match requirement. The scope of work of the Old Gainesville Depot Development Project is identified in Attachment A, Project Deliverables.
3. Project Director.  
The Project Manager for the City of Gainesville is:  
Larry Abbott  
Facilities Management  
City of Gainesville  
PO Box 490  
Gainesville, Florida 32602  
Tel: (352)-334-2140

The Project Manager at the CCE is:  
Bradley Guy  
Center for Construction and Environment  
PO Box 115703  
Gainesville, Florida 32611-5703  
Tel: (352)-392-9029  
Fax: (352)-392-9606

4. Allocation of Funds. The City shall be responsible for cost of providing the Tasks as identified in Attachment B, Project Budget. The estimated cost of these services is \$16,300. The CCE shall utilize the \$15,993 grant funds solely for the purpose of conducting the scope of work of the project, to include salary, consultant fees, expenses and administrative costs required by the State of Florida. The award letter for this grant is included as Attachment C.
5. Reporting Procedures. The CCE, CCE's consultants, and City's consultants will be required to keep clear and accurate records of the procedures conducted, information collected, and draft reports and drawings created throughout the project. The CCE will be responsible for preparing the Project Final report which is due on March 31, 2000. The Project Tasks Deliverable reporting deadlines are included in Project Deliverables, Attachment A.

The CITY will provide CCE documentation of expenditures of \$16,300 as "in-kind" services to the CCE to fulfill the requirements of the grant between the CCE and the State of Florida, at the end of the grant period, or March 31, 2000 whichever comes latest.

6. Responsibilities of the Parties. In the performance of this project the CCE will work in partnership with the CITY. The CCE will have insurance, indemnifications, permits, licenses, and fees necessary for conduct of its work, and will require necessary indemnifications, permits, licenses, and fees to be provided as required in each sub-contractor's Scope of Work.

The CITY will require waivers of liability for all consultants who enter the Old Gainesville Depot building or premises to perform required work. The CITY will allow the CCE to coordinate access to the property and to have access to the property for the conduct of this project. The CITY will authorize mutually agreed upon construction-related activities that do not require permits such as, clearing debris from underneath and around the building exterior; removing trash and non-structural, non-architectural additions in the interior; securing building from break-ins; and analyzing hazardous materials and structural, electrical, mechanical, plumbing conditions of the building as may be required.

7. Return of Funds. The CCE will utilize its own funds for the conduct of its work on the project. The CITY will contract directly with sub-consultants who will be under the supervision of the CCE.

8. Financial Records/Reports. The CCE shall maintain books, records, documents, invoices, and other evidence and accounting procedures and practices as will permit the CCE to sufficiently and properly reflect all direct costs of any nature associated with the project, and permit such records to be subject to inspection, review, and audit by the CITY's Finance and Accounting Department, Internal Auditor, or CITY's independent auditors.
9. Activity and Final Reports. The CCE shall keep records and report at the conclusion of the project in a form or forms approved by the CITY all project deliverables as outlined in Attachment A.
10. Permits. The CITY shall obtain and pay for all necessary permits, permit application fees, and any inspection fees either included in the Scope of Work or required for the conduct of the Project Tasks and Deliverables, Attachment A. These costs will be included in sub-contractors' Scope of Work as required and invoiced by the sub-contractors as part of their costs, unless the permit requirement is contained within the activities carried out directly by the CCE or its personnel.
11. Insurance. During the term of this MOU, the CCE shall provide and maintain, at its own expense, worker's compensation and unemployment insurance as required by law, two hundred thousand dollars (\$200,000) in general liability insurance, and one hundred thousand dollars (\$100,000) in automobile liability insurance. Said insurance policies (worker's compensation, unemployment, liability, and other insurance) shall be and remain in full force and effect for the duration of this MOU, including any extensions or renewals thereof. CCE shall provide proof of such insurance coverage within fifteen (15) days of the execution of this MOU. The CCE shall notify the CITY of any cancellation or reduction in such insurance coverage.
12. Indemnification. The CCE assumes any and all risks of personal injury (including death) and property damages (including destruction) attributable to negligent acts or omissions of the CCE and the officers, employees, servants, and agents thereof in the performance of this MOU. The CCE as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with such protection being applicable to the CCE's officers, employees, servants, and agents while acting within the scope of their employment by CCE. The CCE and the CITY further agree that nothing contained herein shall be construed or interpreted as, (a) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (b) the consent of the State of Florida or its agents and agencies to be sued or the consent of the CITY, its officers, agents, and employees to be sued; or (c) a waiver of sovereign immunity of the State of Florida or of the CITY beyond the waiver provided on Section 768.28, Florida Statutes (1993).
13. Termination. The failure of either party to comply with any provision of this MOU shall place that party in default. Prior to terminating this MOU, the non-defaulting shall notify the defaulting party in writing. The defaulting party shall be given seven (7) days in which to cure the default. Notification shall state the specific provision that gave rise to the default. The CITY may terminate this MOU without cause by first providing at least thirty (30) days prior written notice to the CCE prior to the termination date.

14. Entire Agreement. This MOU constitutes the entire Agreement between the CITY and CCE. 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 Memorandum of Understanding the day and year first written above.

ATTEST OR WITNESS:

UNIVERSITY OF FLORIDA,  
CENTER FOR CONSTRUCTION  
AND ENVIRONMENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST OR WITNESS:

CITY OF GAINESVILLE

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

WAYNE BOWERS  
City Manager

## **Attachment A - Project Tasks and Deliverables**

### **1. Historic Building Analysis (report)**

- Removal of debris from under the building, at the building site, and in the interior of the building.
- Wood-boring organisms report.
- Building structural analysis.
- Lead-based paint (LBP) and asbestos containing materials (ACM) analysis.
- Architectural preservation/rehabilitation recommendations.
- As-built drawings.

**July 23, 1999**

### **2. Building Program (report)**

- Programming of building uses and space utilization study incorporating community input.

**August 23, 1999**

### **3 Economic Use/Marketing Study**

- Marketing study of proposed uses and public/private financial strategies recommendations for prospective tenants.

**November 1, 1999**

### **4. Preservation and Rehabilitation Conceptual “Sustainable” Design (annotated drawings and outline specifications)**

- One (1) roof plan/site plan
- One (1) floor plan
- Five (5) exterior elevations
- One (1) longitudinal building section
- Three (3) transverse building sections/interior elevations
- Two (2) interior renderings
- One (1) exterior rendering
- One (1) M, P, E, and FP concept drawing each (total 4), and conceptual specifications
- “Sustainable” architecture, preservation, rehabilitation, and remediation outline specifications

**January 1, 2000**

### **5. Building Preservation, Remediation, and Conceptual Design Construction Estimate (report)**

- Selective demolition estimate
- Building stabilization and repair estimate
- Treatment and remediation of hazardous materials estimate
- Preservation and rehabilitation concept design estimate
- Conceptual structural, mechanical, plumbing, electrical, and fire protection design estimates.

**March 1, 2000**

## Attachment B - Project Tasks and Budget

<b>Organization/Tasks</b>	<b>Amount</b>	<b>Funding Source</b>
Center for Construction and Environment	\$7,335	Department of State
Professor Kim Tanzer, U of FL	\$8,658	Department of State
<b>Total (Department of State)</b>	<b>\$15,993</b>	
Construction estimating and review	\$2,500	City of Gainesville
Asbestos containing materials and Lead-based paint survey and analysis	\$1,750	City of Gainesville
Wood boring organisms report	\$800	City of Gainesville
Preservation/rehabilitation studies	\$5,500	City of Gainesville
Debris removal interior deconstruction and building securing.	\$1,250	City of Gainesville
Mechanical, electrical, plumbing and structural engineering	\$4,500	City of Gainesville
<b>Total (City of Gainesville)</b>	<b>\$16,300</b>	
<b>Project Total</b>	<b>\$32,293</b>	

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FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

April 1, 1999

Mr. Bradley Guy  
University of Florida  
Post Office Box 115703  
Gainesville, Florida 32611-5703

RE: Old Gainesville Depot

Dear Mr. Guy:

The Historic Preservation Advisory Council met in Tallahassee on February 23-25, 1999, to review applications for grant assistance and to recommend funding levels for grant awards.

I am pleased to inform you that matching grant-in-aid assistance in the amount of \$15,993.00 is available for the above referenced project from the Operating Trust Fund administered by the Division of Historical Resources. We are presently preparing a formal grant award agreement. Staff will contact you soon with the specific provisions relating to your project and payment of the grant funds to your organization.

Congratulations on receiving this grant. The successful completion of this project will be an important step in the preservation of Florida's historical and cultural heritage.

Sincerely,

*Katherine Harris*

Katherine Harris  
Secretary of State

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