

Resolution 2019 – 12

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) BOARD OF DIRECTORS ACCEPTING THE PROPOSAL AS PRESENTED BY RHODES & BRITTO ARCHITECTURAL FIRM FOR THE KENNEDY BOULEVARD/ CITY HALL MASTER PLAN PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

severability
WHEREAS, the members of the governing body and two additional taxing authority appointees shall be the Board of Directors of the TOECRA;

WHEREAS, such members constitute the head of a legal entity, separate, distinct and independent from the governing body of the county or municipality;

WHEREAS, the TOECRA and Board of Directors do hereby desire to accept Rhodes & Britto Architectural Firm services as proposed in cover letter dated 08/19/2019 ;

WHEREAS, the TOECRA and Board of Directors do hereby desire to carry-out this budgeted project as stated in the fiscal year 2019 Annual Budget;

WHEREAS, the TOECRA and Board of Directors do hereby acknowledge that such services provided is consistent with the Florida Statutes 163 Part III, CRA Plan and Town of Eatonville Comprehensive Plan and shall incorporated into CRA Plan upon final adoption of the TOECRA Board of Directors and Town Council;

NOW THEREFORE TO BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY *Agency*

SECTION ONE: FINDINGS: The Board of Directors of the Town of Eatonville Community Redevelopment Agency does hereby acknowledge and accept the findings made by the Board of Directors and hereby incorporates such recitals as findings into the Resolution.

SECTION TWO: AFFIRMATION: The Board of Directors of the Town of Eatonville Community Redevelopment Agency does hereby affirm its findings in the CRA Plan and the Florida Statute Chapter 163 Part III.

SECTION THREE: APPROVAL OF KENNEDY BLVD MASTER PLAN : The Board of Directors of the Town of Eatonville Community Redevelopment Agency does hereby approve and accept the scope of services as stated in the attached document and incorporates this proposal as part of this Resolution.

SECTION FOUR: FINANCIAL ALLOCATION: The Board of Directors of the Town of Eatonville Community Redevelopment Agency does hereby affirm, allocate and approve

Agree: Stoyanov, Gardner, March, Washington, M. - March, S. - Gardner, Hage, Oble, Daniels, Hopterus, Mofrow, Pesses
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scheduled proposed total price of \$79,000.00 as stated in Article 7, 7.1 COMPENSATION along with sequence of events as described in the proposal.

SECTION FIVE: CONFLICTS: All Resolutions of the TOECRA or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and are repealed.

SECTION SIX: EFFECTIVE DATE: This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2019

Chairman, Theodore Washington

ATTEST:

Cathlene Williams, Town Clerk

The following **Proposal** made as of August 19, in the year 2019 for providing Architectural Services as defined in Article 2 – Scope of Services between:

**TOWN OF EATONVILLE – KENNEDY BOULEVARD CONCEPT PLAN AND CITY HALL
MASTER PLAN**

OWNER

Town of Eatonville
Attention : CRA Director
Mr. Michael Johnson
The J Group Consultants
cc: Town of Eatonville Board of
Directors

cc Board of Directors

THE ARCHITECT:

Rhodes+Brito Architects Inc.
605 East Robinson St., Suite 750
Orlando, FL. 32801
FL. License: AA 0002809
Contact: Ruffin A. Rhodes, AIA
(407) 648-7288 EXT.103

ARTICLE 1 UNDERSTANDING OF THE PROJECT

- 1.1 The Town of Eatonville Community Redevelopment Agency (OWNER) is interested in defining a vision and concept for future development along W. Kennedy Boulevard (WKB). WKB, a major County arterial road, runs east-west and is the primary access road to this historic Town. The OWNER has asked Rhodes+Brito Architects (ARCHITECT) to assist in conceptualizing potential development, along WKB, from Campus View Drive on the west to East Street on the east of WKB.
- 1.2 It is our understanding that Orange County is revising the existing roadway cross section from 2 to 4 lanes. These streetscape concepts will reflect that change and will address pedestrian and bicycle facilities which may include bicycle lanes or shared-use lanes, landscaping, hardscape treatments, lighting and site furnishings. Additionally, the OWNER wishes to provide development studies for vacant City property south and west of the existing Town Library. Potential development would include a City Hall Complex and an African American Museum. The County wishes The Architect will produce these design concepts in coordination with a public participation process (design charrette).
- 1.3 It is our understanding that Rhodes+Brito (ARCHITECT) will be contracting directly with the OWNER to facilitate this agreement. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule and presents the associated compensation for our services.
- 1.4 Consultants (to ARCHITECT) for this project shall be understood to be GAI for City Planning, and design services. They will assist the ARCHITECT with public meetings, programming, visualization studies, etc.

ARTICLE 2 SCOPE OF BASIC SERVICES

- 2.1 Upon notice to proceed, The ARCHITECT will initiate a Scope of Basic Services which will include all tasks outlined in the attached **EXHIBIT A SCOPE OF SERVICES**.

ARTICLE 3 RESPONSIBILITIES OF OWNER AND ARCHITECT

3.1 OWNER

3.1.1 The OWNER shall coordinate access to the site with the OWNER

3.1.2 Documentation

- a. All existing drawings, surveys, and reports (geotechnical, environmental) provided by the OWNER pertaining to this Project shall be furnished to the ARCHITECT prior to the start of the design schedule.

3.2 ARCHITECT

3.2.1 The ARCHITECT shall provide all services and work products as defined in Article 2. This work and service under this Agreement shall be the skill and care ordinarily exercised by members of ARCHITECT's or ARCHITECT's Consultant's profession practicing under similar circumstances at the same time and in the same locality.

- 3.2.2** The Work requires engineering design which will be provided by sub-consultants to the ARCHITECT. Reference to the ARCHITECT in this document includes consultants under contract to the ARCHITECT.
- 3.2.3** The ARCHITECT makes no other representations or warranties, whether expressed or implied, with respect to the services rendered.
- 3.2.4** Services will be performed as expeditiously as is consistent with the generally accepted standard of care for performance of such services. ARCHITECT shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

ARTICLE 4 ASSUMPTIONS, CLARIFICATIONS AND EXCLUSIONS

- 4.1** The OWNER recognizes that the following services are NOT included in this Contract:
- 4.1.1** Property Survey,
 - 4.1.2** Selection of Furniture, systems furniture, and equipment (available as Additional Service)
 - 4.1.3** Graphics/Signage systems (other than required by code)
 - 4.1.4** Detailed renderings of proposed spaces are not included in this proposal
 - 4.1.5** Civil engineering
 - 4.1.6** Environmental Studies
 - 4.1.7** Landscape and Irrigation design
 - 4.1.8** Geotechnical engineering
 - 4.1.9** Cost estimating services
 - 4.1.10** Interior Design / Finish selection
 - 4.1.11** Design work associated with the building's exterior envelope
- 4.2** This agreement does not include fees or services to assist the OWNER in obtaining Special Exceptions, Variances, or Permitting.
- 4.3** This agreement does not include remediation of existing systems within contract area not affected directly by contract work.

ARTICLE 5 OWNERSHIP AND USE OF DOCUMENTS

- 5.1** All sketches, drawings, electronic files, photos, and other documents created by the ARCHITECT in reference to this project are Instruments of Service of the ARCHITECT. The ARCHITECT and those of his consultants in connection with this project are the lawful OWNER of such documents including all copyrights.
- 5.2** The ARCHITECT grants OWNER a license to use the Documents on the Project, extensions of the Project, and other projects of OWNER, subject to the following limitations:

5.2.1 Full payment of fees for the Architectural Services.

5.2.2 Any such use or reuse, or any modifications of the Documents, without the completion or adaptation by the ARCHITECT, will be at OWNER's sole risk and without liability or legal exposure to the ARCHITECT.

5.2.3 OWNER shall indemnify and hold harmless the ARCHITECT from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modifications without completion or adaptation by the ARCHITECT.

ARTICLE 6 SCHEDULE

6.1 It is the understanding of the ARCHITECT that there is no definitive schedule or deadline. The ARCHITECT will complete the scope of work as expeditiously as possible.

ARTICLE 7 COMPENSATION

7.1 The total fee for this project is a lump sum fee of \$79,000.00 (Seventy-nine Thousand Dollars and 00/100). The OWNER agrees to compensate and make payments to the ARCHITECT for services described in Article 2 /Exhibit A as follows:

TASK	DESCRIPTION	FEE
1	Project Initiation	\$9,500.00
2	Public Input	\$12,500.00
3	Preliminary Concept Plans	\$40,000.00
4	Final Concept Plans	\$15,000.00
	Reimbursable Expenses	\$2,000.00
Total Costs		\$79,000.00

7.2 An invoice will be submitted Monthly. Payment of invoices including any reimbursable expenses incurred is expected within 15 calendar days from OWNER receipt of invoice.

7.3 Reimbursable expenses (Direct Cost and Non-Labor) include those expenses incurred by employees, and ARCHITECT of the ARCHITECT for OWNER required deliverables shall be provided by OWNER. Records of Reimbursable expenses will be submitted with each invoice. Such expenses may include but are not limited to the following:

7.3.1 Printing and reproduction costs associated with this project

7.3.2 Courier, shipping and postage costs

- 7.4 The ARCHITECT will notify the OWNER prior to initiating any changes requiring additional service fees. If the OWNER refuses to approve such additional service or deem it unnecessary the ARCHITECT will NOT provide the service.

ARTICLE 8 ADDITIONAL SERVICES

- 8.1 The ARCHITECT will notify the OWNER prior to initiating any changes requiring additional service fees. If the OWNER refuses to approve such additional service or deem it unnecessary the ARCHITECT will NOT provide the service.
- 8.2 These may include the following:
- 8.2.1 List of work not included as outlined above
 - 8.2.2 Additional meetings beyond what has been stated in the Article 2
 - 8.2.3 As-Built Drawing Sets

ARTICLE 9 REQUIRED ITEMS TO PROCEED

- 9.1 The ARCHITECT requires the following items to proceed with this work:
- 9.1.1 Signed proposal
 - 9.1.2 Refer to items in Article 3

ARTICLE 10 PROJECT TERMINATION, SUSPENSION OR ABANDONMENT

- 10.1 If the project is suspended for more than two (2) months or abandoned in whole or in part, the ARCHITECT shall be paid his compensation for services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with Reimbursable Expenses then due.
- 10.2 If the project is resumed after being suspended for more than two (2) months, the ARCHITECT'S compensation shall be subject to renegotiations. Should the project be abandoned after documents have been completed, the ARCHITECT shall be compensated ninety percent (90%) of the total fee.
- 10.3 This contract may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no part of the party prior notice of such intent with time to correct such non-compliance.

ARTICLE 11 LIMIT OF LIABILITY

- 11.1 In recognition of the risks, rewards, and benefits of the project to both the OWNER and the ARCHITECT, the risks have been allocated to the fullest extent permitted by law. The OWNER agrees that the total liability, in the aggregate, of ARCHITECT, and ARCHITECT's officers, directors, employees, or sub-ARCHITECTS to the OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to ARCHITECT's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to \$5,000.00, negligence, strict liability, breach

of contract or breach of warranty shall not exceed the total compensation received by ARCHITECT under this Agreement.

ARTICLE 12 INDIVIDUAL PROTECTION

12.1 It is intended by the parties to this Agreement that the ARCHITECT's services in connection with the project shall not subject the ARCHITECT's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. The OWNER agrees that as the OWNER's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the ARCHITECT, a Florida corporation, and not against any of the ARCHITECT's employees, officers or directors.

12.2 PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE ARCHITECT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

ARTICLE 13 ATTACHMENTS

13.1 The following items have been attached:

13.1.1 Exhibit A

Should you have any questions regarding this agreement or require additional information, please call. If this agreement is satisfactory, please sign where indicated and return a copy as your acceptance of its terms.

Sincerely,

THE ARCHITECT:

SIGNED: _____ Date: _____

PRINTED NAME: Ruffin Rhodes, AIA, LEED®AP BD+C

TITLE: Principal

OWNER:

SIGNED: _____ Date: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT A

SCOPE OF SERVICES



Planning | Urban Design
Landscape Architecture
Economics | Real Estate

August 14, 2019

GAI Project No. A190889.00

Mr. Ruffin Rhodes
Rhodes+Brito Architects
605 East Robinson Street
Suite 750
Orlando, Florida 32801

Scope of Services

**Kennedy Boulevard Concept Plan and City Hall Master Plan
Town of Eatonville, Florida**

Dear Ruffin:

Thank you for the opportunity to assist you with the development of conceptual plans for the streetscape of Kennedy Boulevard as well as the creation of a concept plan for the future Eatonville City Hall and Museum.

We believe that the creation of these plans is a collaborative process between the client, the public, and our team, and we look forward to assisting you in the successful completion of the designs.

Project Understanding

The purpose of this agreement is to specify the services required of GAI's Community Solutions Group, a service group of GAI Consultants, Inc. (CSG) to Rhodes+Brito Architects, Inc. (Client) for the above-referenced project. This proposal reflects the anticipated Scope and related costs for services to be provided based on our knowledge of the project.

The Project for which CSG is to perform services is generally described as the completion of a design concept for the Kennedy Boulevard streetscape from Campus View Drive on the west to East Street on the east. Current planning calls for revising the existing roadway cross section from 2 to 4 lanes. These streetscape concepts will reflect that change and will address pedestrian and bicycle facilities which may include bicycle lanes or shared-use lanes, landscaping, hardscape treatments, lighting and site furnishings. In addition to these streetscape design concepts, CSG will produce a concept plan for the future City Hall and Museum site located on a vacant parcel directly adjacent to the Eatonville Branch Library located on College Avenue. GAI will produce these design concepts in coordination with a public participation process, more fully described below.

Scope of Services

GAI Consultants, Inc.
618 E. South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
gaiconsultants.com

A GAI Consultants, Inc. Service Group

Based on our understanding of the project requirements/criteria provided to date by the Client, GAI's Community Solutions Group will perform the following described Scope of Services:

Task 1: The Foundation: Project Initiation & Opportunities and Constraints Analysis

Project Initiation

- After notice to proceed, CSG will perform a site visit to become familiar with the existing conditions of the project area. We will extensively photograph the project site and will also look at issues and factors that may require special consideration.

Site/Code Investigation

- CSG will obtain pertinent site information from the Town of Eatonville and/or the Client, including the LiDAR files in GIS, location of utilities, on-site and off-site drainage constraints, existing features, existing vegetation and other environmental features, adjacent land uses and adjacent roadway constraints.
- Previously developed plans including road widening plans will be provided to GAI by the Client. It is assumed that these plans will extend for the entire length of the project area as described above. Should GAI be required to prepare road widening concept plans for the segment of Kennedy Boulevard east of I-4, that work will require additional compensation beyond that which is described herein.
- CSG will provide a graphic representation of the site issues and opportunities on an aerial exhibit, taking into consideration the items listed above.
- GAI will prepare a CAD base drawing for use in the completion of the design plans.
- CSG will meet with the Client and the Town and/or CRA staff to review the site issues and opportunities and prepare for Task 2.

Task 1 Deliverables

- Site issues and opportunities exhibit.
- AutoCad base file for design plans.
- All deliverables electronic unless otherwise stated.

Task 2: Understanding: Initial Public Input

Public Input

- Public Forum Kickoff Event - Understanding Issues, Identifying Goals & Objectives: CSG will attend a public forum kickoff event at a location to be arranged by the CRA and/or Client. The purpose of the kickoff is to provide an overview of the project background, objectives, and format as well as to solicit public input on the development of the overall project streetscape. CSG will discuss the format and goals for the project, the

schedule, and public involvement opportunities during the process. We will also provide some initial 'best practices' for street transformations - discussing success factors and highlighting key design elements and relationships, based on the project opportunities and constraints. CSG will facilitate an interactive exercise for the attendees to provide initial focused input building on the street's strengths.

Program Verification

- Based on ideas generated during the initial public input meeting, CSG will prepare a program statement that will summarize the program elements for the development of the project. This program statement will be the basis for the preparation of the concept plan for the site.
- CSG will review the input received during Task 2 with the Client and will finalize the program verification statement.

Task 2 Deliverables

- Program statement.
- All deliverables electronic unless otherwise stated.

Task 3: Exploring: Streetscape Concept Plan & City Hall Master Plan

- Based on the public input, program statement and the issues and opportunities, CSG will prepare a Preliminary Concept Plan for the Kennedy Boulevard streetscape and will meet with the Client for review prior to a second public meeting.
- The Preliminary Concept designs will include "Complete Streets" features which may indicate "lane diets", bus facilities, bicycle tracks, shared use lanes, pedestrian/bike trail segments, sidewalks, and/or other appropriate features including LID drainage concepts. The design concepts will be presented to the Client as 3-dimensional, full color roadway cross sections indicating the design intent for the roadway and streetscape.
- In addition to the cross sections, CSG will prepare a fully rendered plan of the entire project area of Kennedy Boulevard. If required to further indicate design intent, CSG will prepare enlarged design plans of portions of the project area to more readily describe design details including furnishings, lighting, paving and landscaping.
- An estimate of Probable Cost for the concept design for Kennedy Boulevard Streetscape will be prepared.
- CSG will prepare two Photoshop renderings of the streetscape design.
- CSG will prepare a Preliminary Master Plan for the future City Hall and Museum site previously described. Program elements and architectural footprints shall be provided by the Client. Particular attention will be paid to the relationship of these 2 facilities to the proposed streetscape of Kennedy Boulevard and the opportunity presented by these activity generating facilities.

- Public Meeting #2: CSG will attend a neighborhood open-house style meeting to review the conceptual plans and to solicit input from the attendees. The CRA, Client and CSG will jointly determine the location for this workshop.
- CSG will review the outcomes of the public meeting with the Client, in preparation for the final Concept Plan for the streetscape and Master Plan of the City Hall site.

Task 3 Deliverables:

- Preliminary concept plans of Kennedy Boulevard Streetscape.
- Preliminary Master Plan of City Hall and the Museum.
- All deliverables electronic unless otherwise stated.

Task 4: The Vision: Final Concept and Master Plan

- Based on direction after the public meetings, and direction from the City/CRA and Client, CSG will produce a Final Concept Plan for Kennedy Boulevard. The plan will indicate landscape, hardscape, lighting and landscaping, with photographs of selected furnishings, hardscape materials, light fixtures/pole and landscape materials. Plan enlargements from Task 3 will be updated per direction from the City/CRA, Client and the public.
- The previously developed street sections and renderings will also be updated.
- CSG will modify the City Hall Master Plan per City/CRA, Client and public direction.
- CSG will prepare a final Estimate of Probable Cost for the final concept plan for the Kennedy Boulevard Streetscape.
- CSG will meet with and review these items with the Client prior to presenting at the final public meeting.

Task 4 Deliverables:

- Final concept plans of Kennedy Boulevard Streetscape.
- Final Master Plan of City Hall and the Museum.
- All deliverables electronic unless otherwise stated.