

**AGREEMENT FOR PLANNING SERVICES  
AND  
SERVICE AUTHORIZATION FOR THE DOWNTOWN SOUTH  
NEIGHBORHOOD IMPROVEMENT DISTRICT'S  
COMPLETE STREETS PROJECT**

***THIS AGREEMENT FOR PLANNING SERVICES AND SERVICE AUTHORIZATION FOR THE DOWNTOWN SOUTH NEIGHBORHOOD IMPROVEMENT DISTRICT'S COMPLETE STREETS PROJECT*** ("Agreement"), effective the \_\_\_ day of \_\_\_\_\_ 2017, is made and entered by and between the Downtown South Neighborhood Improvement District, a special dependent district of the City of Orlando, established pursuant to Part IV, Chapter 163 of the Florida Statutes (hereinafter referred to as "DSNID") and S&ME, Inc. (hereinafter referred to as the "Contractor"), as follows:

***WITNESSETH***

***WHEREAS***, the DSNID and Contractor desire to enter into this Agreement for the Contractor to perform certain planning and related services for the DSNID related to the DSNID's Complete Streets Project ("Project"); and

***WHEREAS***, the City of Orlando ("City") and the Contractor's predecessor in interest Littlejohn Engineering Associates, Inc., previously entered into that certain contract for City Related Planning Services (RFP16-0128-3) effective September 9, 2016 ("City Planning Contract"), the terms of which the DSNID and Contractor desire to use as a basis for the performance of work on the Project under this Agreement; and

***WHEREAS***, the City Planning Contract provides for the issuance of individual Service Authorizations for each project assigned to Contractor, which Services Authorizations set forth the particular scope of work for the project, the fee for such project, and the schedule for completion of the project; and

***WHEREAS***, the DSNID and Contractor desire to enter into this Agreement and Service Authorization to provide for work to be performed by Contractor for the DSNID related to the Project upon substantially the same contractual terms and conditions as the City Planning Contract as more fully set forth below;

***NOW, THEREFORE***, in consideration of the mutual promises and covenants contained herein and given one to the other, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Scope of Work.** Attached to this Agreement as Exhibit "A" are copies of a four (4) proposals dated March 3, 2017, for services to be provided related to the Project, each setting forth a proposed scope of services for identified tasks, a description of deliverables, and price for planning services related to Project (collectively such proposals shall constitute the "Scope of Work"). Upon execution of this Agreement by the parties, Contractor shall undertake to perform and complete in a diligent manner the attached Scope of Work. Except as expressly set forth herein, all work performed by the Contractor in relation to this Agreement and the Scope of

Work contained herein shall be performed in compliance with and subject to the terms and conditions of the City Planning Contract, which is incorporated herein by this reference, with the DSNID substituting for the City for all purposes thereunder and this Agreement serving as the Service Authorization for the work. The Contractor and the DSNID shall have the same rights and obligations with respect to work performed under this Agreement as the Contractor and City have respectively for work performed under the City Planning Contract. Any actions which may be taken by the City (or a designated employee or representative on behalf of the City) under the terms of the City Planning Contract, including but not limited to any reviews, approvals, instructions, extensions, and notices, may be taken under this Agreement on behalf of the DSNID by Jason Burton, Chief Planner, City of Orlando Planning Division, or his written designee (“DSNID Representative”).

2. **Fees and Costs.**

A. **Lump Sum Amount.** As more particularly set forth in the Scope of Work which contains a lump sum amount for each of the four (4) proposals constituting the collective Scope of Work, Contractor shall perform all work set forth in the attached Scope of Work for the total lump sum fee of One Hundred Ninety Eight Thousand Dollars (\$198,000) for all work and deliverables set forth in the Scope of Work. The aforementioned amount is inclusive of all fees, costs and expenses of any kind, including but not limited to all fees, costs and expenses for work performed by sub-contractors.

B. **Invoices.** All invoices shall be addressed to the DSNID Representative at the address provided in Section 5 below. Invoices shall not be submitted more often than once per month during the term of this Agreement and shall be based upon the percentage of completion of the work for each of the four proposals constituting the Scope of Work. Sub-contractors shall look solely to Contractor for their payment and the DSNID shall have no obligation to make any payment to a sub-contractor.

C. **Sub-Contractors.** The use of sub-contractors by Contractor other than those expressly identified in the Scope of Work shall require the prior written approval of the DSNID Representative. Contractor acknowledges and agrees that any proposals or proposed agreements from sub-contractors attached to this Agreement are attached solely to reflect the scopes of work to be performed and/or the fees to be charged by such sub-contractors. By executing this Agreement, the DSNID does not become a party thereto or bound by the terms thereof.

3. **Term.** Contractor shall complete the work in accordance with the schedule (“Schedule”) attached hereto and incorporated herein as Exhibit “B”, unless a written extension or amendment is granted or approved by the DSNID Representative.

4. **Authority.** The DSNID Representative shall have the authority to act on behalf of the DSNID in all matters related to this Agreement, including but not limited to, the sending and

receiving of any notices required hereunder.

**5. Notices.** All notices required or permitted to be given under this Agreement must be in writing and must be delivered to a party at the addresses set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

**DSNID:**

Jason Burton  
Chief Planner  
City of Orlando  
400 South Orange Avenue, 6<sup>th</sup> Floor  
Orlando, Florida 32801  
Fax: (407) 246-2895  
Phone: (407) 246-3389

With a copy to:

Kyle Shephard  
Assistant City Attorney  
City of Orlando  
400 South Orange Avenue, 3<sup>rd</sup> Floor  
Orlando, Florida 32801  
Fax: (407) 246-2854  
Phone: (407) 246-3475

And for Invoices only,  
with a copy to:

Lusbeth Perez  
Fiscal Manager  
City of Orlando Planning Division  
400 South Orange Avenue, 6<sup>th</sup> Floor  
Orlando, Florida 32801  
Fax: (407) 246-2895  
Phone: (407) 246-3309

**Contractor:**

Jay R. Hood, PLA, ASLA  
Director of Landscape Architecture  
S&ME, Inc.  
1615 Edgewater Drive, Suite 200  
Orlando, Florida 32804  
Fax: (407) 975-1278  
Phone: (407) 975-1273

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in

the U.S. Mail; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a business day in the City of Orlando, Florida, and the time of transmission is prior to 5:00 p.m. EST, or, if not, the first City business day after the transmission.

6. **MISCELLANEOUS.**

A. **Parties.** The parties hereto acknowledge that the City is not a party to this Agreement and shall have no obligations, financial or otherwise, hereunder. This Agreement is made solely between the DSNID and the Contractor.

B. **Amendment.** No additions, alterations, or variations to the terms of this Agreement shall be valid, nor can the provisions of this Agreement be waived by either party, unless such additions, alterations, or waivers are expressly set forth in writing in a document duly executed by the parties.

C. **Order of Precedence.** For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order: (i) this Agreement, excluding Exhibit "A"; (ii) the Scope of Work attached as Exhibit "A"; followed by (iii) the City Planning Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

**DOWNTOWN SOUTH NEIGHBORHOOD IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Buddy Dyer, Chairman of the Board of Directors

\_\_\_\_\_  
Denise Aldridge, Secretary to the Board of Directors

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the Downtown South Neighborhood Improvement District of Orlando, Florida, only.

\_\_\_\_\_, 2017.

\_\_\_\_\_  
Assistant City Attorney  
Orlando, Florida

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Buddy Dyer, known to me to be the Chairman of Board of Directors of the Downtown South Neighborhood Improvement District of Orlando, Florida, and who acknowledged before me that he executed the foregoing instrument for the purposes therein expressed, and that he was duly authorized so to do.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public  
My Commission Expires

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Denise Aldridge, known to me to be the Secretary to the Board of Directors of the Downtown South Neighborhood Improvement District of Orlando, Florida, and who acknowledged before me that she executed the foregoing instrument for the purposes therein expressed, and that she was duly authorized so to do.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**S&ME, Inc.**

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

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_, 2017

STATE OF FLORIDA        }  
COUNTY OF \_\_\_\_\_ }

*PERSONALLY APPEARED* before me, the undersigned authority, \_\_\_\_\_  
[ ] well known to me or [ ] who has produced \_\_\_\_\_ as identification, and  
known by me to be the \_\_\_\_\_ of the corporation named above, and acknowledged before  
me that he/she executed the foregoing instrument on behalf of said corporation as its true act and  
deed, and that he/she was duly authorized to do so.

*WITNESS* my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires:



March 3, 2017

Downtown South Neighborhood Improvement District, City of Orlando  
400 South Orange Avenue  
Orlando, Florida 32801

Attention: Mr. Harlan Hanson, FAICP, ASLA  
Reference: Proposal for Division Avenue Corridor Complete Streets Plan  
Orlando, Florida

Dear Mr. Hanson:

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this proposal for the above referenced project. 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.

### **PROJECT INFORMATION**

S&ME understands that the Downtown South Neighborhood Improvement District (Client) desires to develop a Division Avenue Complete Street Plan (Project) incorporating Complete Street design characteristics. The Plan will provide recommendations for the Division Avenue Streetscape Right of Way, as configuration of parking / properties fronting the street. The plan will show recommended horizontal layout of curbs, crosswalks, sidewalks, planting areas, street trees, street furniture, center median landscape planters, lighting, wayfinding, site on-street parking, bike/pedway facilities, transit stops and opportunities for public art. Typical roadway design approaches for underground utility electric, internet fiber, stormwater and other infrastructure will be addressed in a typical section(s) for the corridor based upon readily available utility information.

S&ME understands that the typical sections developed during the Visioning & Complete Streets Master Planning process will be the basis of design and provided to S&ME for use in this scope of work in an electronic format suitable for editing and modification as necessary.

### **SCOPE OF SERVICES**

A kick-off meeting will be held to discuss the scope, schedule, fees and roles of each Consultant. The Tasks are:

#### **Task 1 - Kickoff Discussion.**

S&ME and their subconsultant, Toole Design Group, will meet with other Core Team and other appropriate representatives arranged by the Client to confirm Goals and Objectives. This will in part come as a result of the product from the GAI led and previously completed Visioning and Complete Streets Master Plan phase of the Project. This shall include setting objectives related to overhead utilities, transit, bike/ped, street lighting and low impact design stormwater facilities. The Consultant shall consider the traffic analysis data supplied by the City of Orlando and provide limited technical 'alternatives analysis' (Toole Design Group). Innovative technology will be included in the assessment.





**Deliverable:** Notes summarizing the results of the Kickoff Discussion.

**Task 2 - Plans Review.**

S&ME and their subconsultant, Toole Design Group, will review available City of Orlando plans, participate in discussion of the design of Division Avenue improvements with City of Orlando design engineer and tour / photo document the site in order to make design recommendations based on DSNID approved plans, developed during the Visioning & Complete Streets Master Planning process. The plans review will consider ROW features and dimensions that enhance the functional and aesthetic quality of the roadway, including accommodations for street trees, street furniture, sidewalk and center median landscape planters, transit service and stops, utilities, lighting, wayfinding, bike/pedway facilities and opportunities for public art.

**Deliverable:** A Working Paper presenting the results of the Plans Review.

**Task 3 – “Complete Streets” Corridor Plan for Division Avenue.**

S&ME and their subconsultant, Toole Design Group, utilizing Client provided City of Orlando roadway survey data, will develop a Division Avenue Corridor Plan utilizing and integrating graphics and sections developed during the Visioning & Complete Streets Master Planning process to make recommendations for the Division Avenue Streetscape Right of Way, as well as a configuration of parking and properties fronting the street. The plan, based upon available base and survey data, will show recommended horizontal layout of curbs, crosswalks, sidewalks, planting areas, street trees, street furniture, center median landscape planters, lighting, wayfinding, site on-street parking, bike/pedway facilities, transit stops and opportunities for public art. Underground utility plans for electric, internet fiber, stormwater and other infrastructure will be addressed in a typical section(s) for the corridor based upon readily available utility information.

S&ME will provide standard cross sections and related features for City adoption as the official plan for this roadway corridor. The length of Division Avenue may have one or several different cross-sections and alignments. The Consultant will work in AutoCAD to ‘hardline’ curblines recommendations based upon City of Orlando base materials. The Consultant will also develop a suggested palette of site streetscape materials for review by the Core Team. These elements shall be incorporated into the **“Complete Streets” Corridor Plan chapter for Division Avenue.**

**Deliverables:**

- Meeting documentation and notes as appropriate.
- **“Complete Streets” Corridor Plan for Division Avenue** will be provided in a digital PDF form, as suitable for large scale printing and ten [10] hard copy 11x17 reports for the Master Plan.
- Work product will be provided for inclusion in the Visual Guidebook.
- Sub-area policies and revisions to City plans, such as the Major Thoroughfare Plan, will be proposed as appropriate.



Detailed Design and Engineering of specific implementation items or 'components' of the Division Avenue Corridor Plan / Design Intent can be provided as an additional service. This level of more detailed work will be identified, scoped and assigned schedule and fee at the conclusion of the corridor plan effort.

#### **Task 4 - Meetings and Presentations.**

S&ME and their subconsultant, Toole Design Group, will conduct or participate in up to 3 review sessions with the Client and Core Team + (1) public workshop coordinated with the Division Avenue Main Street and other local stakeholders identified by the Client. The Consultant will conduct a DRAFT and FINAL presentation of the Corridor Design Intent recommendations. The Client shall make all arrangements regarding securing a location and invitations to all meetings.

**Deliverable:** Revisions, if necessary to the Division Avenue Complete Street Plan

### **❖ CLIENT RESPONSIBILITIES**

The Client will be responsible for supplying S&ME with the following information no later than the Kickoff Meeting:

- Relevant past/in process studies and plans
- City of Orlando drawing and planning documents
- City of Orlando survey of the roadway as available

### **❖ ANTICIPATED SCHEDULE**

S&ME is prepared to commence work upon execution of this contract. We understand that the Project is schedule for the fiscal year 2016-2017.

### **❖ FEE**

Our professional fees for the above-described services will be billed on a lump sum basis and shall not exceed \$43,000 without Client approval. Included in the fee are reimbursable expenses incurred on the project's behalf which may include, but are not limited to, mileage, printing, plotting, photocopies, reproduction, postage, long distance telephone, facsimile, and express mail courier services.

### **❖ AUTHORIZATION**

Please sign this agreement and return to our office as your authorization of the proposed scope of services and the associated fee. Upon receipt of the signed agreement, we will execute the agreement, return a copy to you, and proceed with the performance of our services.



If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal name and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services.

If you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to S&ME that you have reviewed the proposal and hereby accept it as written.

**❖ CLOSURE**

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

S&ME, Inc.

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Bruce C. Hall, PLA, ASLA  
Principal Project Manager

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Jay R. Hood, PLA, ASLA  
Director of Landscape Architecture

**AGREED BY:**

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Name

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Date

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Title

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Client



March 3, 2017

Downtown South Neighborhood Improvement District, City of Orlando  
400 South Orange Avenue  
Orlando, Florida 32801

Attention: Mr. Harlan Hanson, FAICP, ASLA

Reference: Proposal for Kickoff, District Vision and Complete Streets Master Plan  
for the Downtown South Neighborhood Improvement District  
Orlando, Florida

Dear Mr. Hanson:

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this proposal for the above referenced project. 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.

### ❖ PROJECT INFORMATION

S&ME understands that the Downtown South Neighborhood Improvement District (Client) desires to develop conceptual plans for all of the key streets within the District. This will be done using the information, insights and experiences of the Core Team: the District, City and County staff, the Consulting Team of GAI and S&ME plus Kittelson Associates, Toole Design Group and Le-Huu Partners, the SoDo Main Street leadership and Orlando Health senior planners. The expected outcome is one consolidated "Complete Streets" Master Plan (Project) for the streets in the District that governs future street sections, streetscape materials standards, multi-modal mobility needs, technological enhancements and the relative position of buildings adjacent to the street.

S&ME understands that we will provide assistance to this task led by GAI. S&ME involvement includes providing comparable research, attendance at design workshops, meetings and providing review and input of the final Complete Streets Master Plan produced by GAI.

### ❖ SCOPE OF SERVICES

A kick-off meeting will be held to discuss the scope, schedule, fees and roles of each Consultant. The Tasks are:

#### Task 1 - Baseline Information.

S&ME will review the following documents:

- Planning Level Base Maps and Typical Existing Sections (prepared by GAI)
- 'Summary Complete Street Character Sheet,' for each street in the district, showing the typical section and street materials, infrastructure issues, and building characteristics (generally) (also prepared by GAI)



- The City's existing and proposed Green Works Orlando Plan to identify policies and programs for use in the Improvement District and enhancements for the proposed Plan that will improve District conditions.
- The South Downtown Vision Plan, the Downtown South Safe Neighborhood Plan, Orange Michigan Special Plan, GMP, LDC and other planning documents that apply to this area.

**Deliverable:** A summary of the base data.

### **Task 2 - Comparable Research.**

S&ME will identify and document streets that provide lessons for the design of the streets within the district. The other Consultants will contribute to the effort. The Core Team understands the desire to develop DSNID as an innovative and sustainable district. S&ME will research and document innovative approaches to sustainable planning and design that have been successfully implemented in other parts of the country and worldwide prior to the Core Team Design Sessions. Particular focus will be paid toward Low Impact Storm Water Development and other green design practices. With regard to Transportation, the research will include innovative strategies for Transit Oriented Development (TOD), accommodation of ridesharing services (such as Uber and Lyft) and programs to improve safety and comfort for pedestrians and bicyclists through context sensitive complete streets.

S&ME will also examine relevant examples of flexible, "green", complete and "high tech" streets with "smart light poles", sensor technology, LID drainage, cameras and other innovations. The use of flush/curbless streets, often called "festival streets" will be explored as a way to overcome the anticipated shortage of open spaces. Festival streets are beneficial for special events and can also enhance the utility and effective size of the area's open spaces. Festival streets are barrier-free and provide a more inclusive pedestrian environment for people with mobility impairments, which is advantageous around a hospital.

**Deliverable:** A summary report presenting Comparable Projects will be prepared.

### **Task 3 - Core Team Design Sessions (2-3 days).**

S&ME and their subconsultant, Le-Huu Partners, will participate in a 2 to 3 day workshop/charrette organized and led by GAI. The sessions are envisioned to include the baseline information for the overall district circulation network (all modes), the results of the Comparables Research and the existing typical sections for each street. The Core Team will tour the area with stops on each major street to discuss objectives. The Core Team will explore a range of desired goals and alternatives for each street. This can include exercises to build alternative preferred sections. Identified goals will form the baseline of conceptual design.

#### **Deliverables:**

It is anticipated that these sessions will happen in March/April 2017. The deliverables are:

- Workshop input for the Goals and Objectives for each street, workshop developed drawings.
- Workshop input for the development of a Sketch Plan integrating land use and transportation for DSNID.



#### **Task 4 – Draft “Complete Streets” Master Plan.**

S&ME will review and provide markups of the GAI prepared draft, **“Complete Streets” Master Plan**. This 11x17 color document outlines transportation frameworks, conceptual street sections and materials standards for use and reference in subsequent phases of work. The draft will become The Preliminary “Complete Streets” Master Plan after completion of the District Stakeholder Workshop described below.

#### **Task 5 - District Stakeholder Workshop and final “Complete Streets” Master Plan.**

S&ME will attend and participate in a GAI facilitated workshop with the DSNID Advisory Council, the SoDo Main Street Board and other appropriate representatives. The purpose of this workshop is to review and refine the current and potential future street cross sections that accommodate all modes of travel, alignments, approaches to utilities and other features. The workshop will also provide an opportunity to review and comment on the preliminary “Complete Streets” Master Plan of GAI and the preliminary work of S&ME on guidelines, standards and code requirements of the GMP and LDC.

S&ME will review and provide markups of the GAI prepared Final “Complete Streets” Master Plan which will include:

- Goals and Objectives for each street, workshop style drawings (GAI).
- A Summary of the Working Paper Reporting Base Data (GAI).
- A Summary of the Working Paper presenting Comparable Projects (S&ME).
- A Workshop-produced Sketch Plan integrating land use and transportation for the District (GAI).

### **❖ CLIENT RESPONSIBILITIES**

The Client will be responsible for supplying S&ME with the following information no later than the Kickoff Meeting:

- Relevant past studies and plans
- All Core Team produced documents in an electronic format suitable for review and editing.
- All Core Team produced final documents

### **❖ ANTICIPATED SCHEDULE**

S&ME understands that the project will commence in March or April of 2017 and that the project will conclude in June or July of 2017.

### **❖ FEE**

Our professional fees for the above-described services will be billed on a lump sum basis and shall not exceed \$40,000 without Client approval. Included in the fee are reimbursable expenses incurred on the project’s behalf which may include, but are not limited to, mileage, printing, plotting, photocopies, reproduction, postage, long distance telephone, facsimile, and express mail courier services.



❖ **AUTHORIZATION**

Please sign this agreement and return to our office as your authorization of the proposed scope of services and the associated fee. Upon receipt of the signed agreement, we will execute the agreement, return a copy to you, and proceed with the performance of our services.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal name and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services.

If you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to S&ME that you have reviewed the proposal and hereby accept it as written.

❖ **CLOSURE**

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

S&ME, Inc.

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Bruce C. Hall, PLA, ASLA  
Principal Project Manager

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Jay R. Hood, PLA, ASLA  
Director of Landscape Architecture

**AGREED BY:**

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**Name**

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**Date**

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**Title**

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**Client**



March 3, 2017

Downtown South Neighborhood Improvement District, City of Orlando  
400 South Orange Avenue  
Orlando, Florida 32801

Attention: Mr. Harlan Hanson, FAICP, ASLA

Reference: Proposal for Design and Development Guidelines and Standards for DSNID  
and Associated GMP and LDC Amendments  
Orlando, Florida

Dear Mr. Hanson:

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this proposal for the above referenced project. 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.

#### ❖ PROJECT INFORMATION

The 2008 Vision Plan for South Downtown described the potential for a vibrant redevelopment district that could be realized by leveraging the economic forces of both the Orlando Health Medical Campus and proximity to Downtown as well as transportation improvements, including "the proposed Commuter Rail Train." The Plan was based on the premise that in order to accommodate and maximize the potential of anticipated growth within the area it would be necessary to plan for enhancement to both transportation systems and land use.

We are in receipt of, and have reviewed, the Draft Scope of Services (dated 2.14.17) provided by you. We understand that it is the desire of DSNID Board to develop well defined Design Guidelines and Development Standards for the DSNID Area that implement City Growth Management Plan policies, and consolidates Land Development Code requirements and District vision documents for the Improvement District and its various sub-areas.

#### ❖ SCOPE OF SERVICES

This scope of services addresses the preparation of design guidelines and standards for development on public and private sites within the DSNID Area and the identification of amendments to the Growth Management Plan (GMP) and Land Development Code (LDC) necessary to implement the standards.

##### **Task 1. Educational Public Workshops**

S&ME will hold up to two (2) evening public workshops with the public to educate them on form-based code principles, and to explore the unique qualities of the District as well as to explore community preferences regarding urban design. S&ME will provide handouts and presentation materials. City staff will be responsible for sending meeting invitations, posting/advertising meetings when necessary, and reserving meeting venues.





**Deliverable:** Notes presenting the results of the Workshops.

### **Task 2. Draft Recommended Guidelines and Standards for the District**

S&ME will draft site and building design guidelines and standards for the Downtown South Neighborhood Improvement District based upon stakeholder/public input, form-based code design parameters, land development code integration and staff input. A working paper will be prepared by S&ME with the following sections:

- Overview, including definitions and intent.
- Regulating Plan illustrating character districts/transect zones.
- Land Use Standards, using generic use types and exceptions rather than a long detailed list of uses.
- Block and Lot Subdivision Standards to ensure a network of streets and smaller blocks reinforcing connectivity and walkability.
- 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 appropriate for the area, climate, and neighborhood vitality. Specific building standards to be developed include:
  - Building and parking placement
  - Building height
  - Building frontage types
- Other Site Development Standards. S&ME will develop landscaping, screening, signage and off-street parking standards to complement the vision of the district.
- 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 based on the designs developed as part of the DSNID Preliminary "Complete Streets" Master Plan.
- Administration and Procedures that are clear and predictable, including a bonus system and modification of standards based on design rather than hardship.

**Deliverable:** Draft Report with Recommended District Guidelines and Standards.

### **Task 3. Draft Proposed GMP and LDC Amendments.**

S&ME will review the Growth Management Plan and the Land Development Code. Based on the vision for the District and input received from staff and stakeholders, the work completed in the previous tasks and Client comments, S&ME will develop a matrix identifying parts of the Growth Management Plan (GMP) and LDC that will need to be amended or removed to implement the Vision, the Guidelines and the Standards. Some of the specific areas of the LDC to be reviewed by S&ME include an assessment of the zoning districts and special area plan requirements applicable to the DSNID.

**Deliverable:** S&ME will provide a draft report with the recommended amendments to the City's GMP and LDC.



#### **Task 4. Workshop and Final Report**

S&ME will meet with the Stakeholders identified by staff and the DSNID, the Client and City Staff in a workshop setting to review and revise, as appropriate, the draft reports. The Consultant will make the appropriate revisions and prepare the final report.

**Deliverable:** S&ME will provide:

- **The Final Report with Recommended District Guidelines and Standards** to be implemented either through the current zoning districts in conjunction with an overlay, or through new character districts/transect zones. The document will be presented as described above, revised and finalized; designed for public consumption as an 11x17 color document, available in digital and color hard copies. Ten (10) hard copies will be provided.
- **The Final Report with Proposed Amendments to the City's GMP and LDC** as described above, revised and finalized; designed for public consumption as an 11x17 color document, available in digital and color hard copies. Ten (10) hard copies will be provided.
- The two reports may be combined into one report after discussion with the Client.

#### **❖ CLIENT RESPONSIBILITIES**

The Client will be responsible for supplying S&ME with the following information no later than the Kickoff Meeting:

- GMP and LDC in Word
- Relevant past studies and plans

#### **❖ ANTICIPATED SCHEDULE**

S&ME is prepared to commence work upon execution of this contract. It is estimated that the project will take six (6) months to complete. We understand that the Client may want to wait until FY 2017-2018 to commence.

#### **❖ FEE**

Our professional fees for the above-described services will be billed on a lump sum basis and shall not exceed \$65,000 without Client approval. Included in the fee are reimbursable expenses incurred on the project's behalf which may include, but are not limited to, mileage, printing, plotting, photocopies, reproduction, postage, long distance telephone, facsimile, and express mail courier services.



❖ **AUTHORIZATION**

Please sign this agreement and return to our office as your authorization of the proposed scope of services and the associated fee. Upon receipt of the signed agreement, we will execute the agreement, return a copy to you, and proceed with the performance of our services.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal name and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services.

If you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to S&ME that you have reviewed the proposal and hereby accept it as written.

❖ **CLOSURE**

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

S&ME, Inc.

\_\_\_\_\_  
Planning Director

\_\_\_\_\_  
Senior Planner

AGREED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Jurisdiction



March 3, 2017

Downtown South Neighborhood Improvement District, City of Orlando  
400 South Orange Avenue  
Orlando, Florida 32801

Attention: Mr. Harlan Hanson, FAICP, ASLA

Reference: Proposal for DSNID Visual Guidebook  
Orlando, Florida

Dear Mr. Hanson:

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this proposal for the above referenced project. 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.

### ❖ PROJECT INFORMATION

The 2008 Vision Plan for South Downtown described the potential for a vibrant redevelopment district that could be realized by leveraging the economic forces of both the Orlando Health Medical Campus and proximity to Downtown as well as transportation improvements, including “the proposed Commuter Rail Train.” The Plan was based on the premise that in order to accommodate and maximize the potential of anticipated growth within the area it would be necessary to plan for enhancement to both transportation systems and land use.

We are in receipt of, and have reviewed, the Draft Scope of Services (dated 2.14.17) provided by you. We understand that it is the desire of DSNID Board to develop illustrative booklet for residents, businesses and investors to better understand the vision, plans and requirements of the Downtown South Neighborhood Improvement District (DSNID).

### ❖ SCOPE OF SERVICES

This scope of services addresses the preparation of the visual guidebook, review by the various stakeholder groups and City Boards and final adoption by the City Council.

#### **Task 1 – Draft Visual Guidebook.**

S&ME will design the Visual Guidebook based on the work previously completed to serve as an illustrative booklet for residents, businesses and investors to better understand the vision, plans and requirements of the District. The preliminary Visual Guidebook will present summarized information from:

- *The “Complete Streets” Master Plan,*
- *The “Complete Streets” Corridor Plan for Orange Avenue,*
- *The “Complete Streets” Corridor Plan for Division Avenue,*
- *The Final Report on Recommended District Guidelines and Standards and*
- *The Final Report on Proposed Changes to the GMP and LDC Policies and Requirements.*



The draft guidebook will consist of a written and graphic summary document that presents the Vision for the District with highlights of important public and private improvements. It will also include the proposed development and design guidelines and standards applicable to new development, redevelopment and infill in the DSNID.

**Deliverable:** S&ME will submit a draft *Visual Guidebook* for public review.

## **Task 2 – Review, Adoption and Final Visual Guidebook.**

S&ME will participate in the following adoption activities, make appropriate revisions and produce a Final Report:

- **Presentation to the Client and City Staff.** S&ME will attend a meeting to present the draft standards to the stakeholders and staff.
- **Revisions (#1).** S&ME will make one (1) set of revisions to the draft based on comments received from the Client and City staff. The Client will be responsible for consolidating the comments into a single document to ensure consistency.
- **Presentation at Planning Board Hearing.** S&ME will present the draft standards to the Planning Board at a public hearing. Any changes proposed by the Board will be outlined in a memo by S&ME to take to the City Council.
- **Presentation at City Council Public Hearing.** S&ME will present the draft standards to the City Council for public hearing and ordinance adoption (two readings).
- **Revisions (#2).** S&ME will make a second set of revisions to the draft based on comments received during the hearings.
- **Final Visual Guidebook.** S&ME will finalize the guidelines and standards, make any revisions necessary in the Visual Guidebook and submit one electronic copy of each to the Client in Microsoft Word and pdf formats.

### **Deliverables:**

- S&ME will prepare the preliminary guidebook for public review and two (2) sets of revisions. The guidebook will be an 11x17 color document and will be submitted to the Client in digital and hard copies. Ten (10) hard copies will be provided.
- S&ME will prepare PowerPoint presentations to show at the meetings and hearings

## **❖ CLIENT RESPONSIBILITIES**

The Client will be responsible for reserving meeting facilities, scheduling all meetings and hearings, and providing the necessary postings, mailings and newspaper ads.

## **❖ ANTICIPATED SCHEDULE**

S&ME is prepared to commence work upon execution of this contract. It is estimated that the project will take four (4) months to complete. We understand that the Client may want to wait until FY 2017-2018 to commence.



❖ **FEE**

Our professional fees for the above-described services will be billed on a lump sum basis and shall not exceed \$50,000 without Client approval. Included in the fee are reimbursable expenses incurred on the project's behalf which may include, but are not limited to, mileage, printing, plotting, photocopies, reproduction, postage, long distance telephone, facsimile, and express mail courier services.

❖ **AUTHORIZATION**

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❖ **CLOSURE**

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

S&ME, Inc.

\_\_\_\_\_  
Planning Director

\_\_\_\_\_  
Senior Planner

AGREED BY:

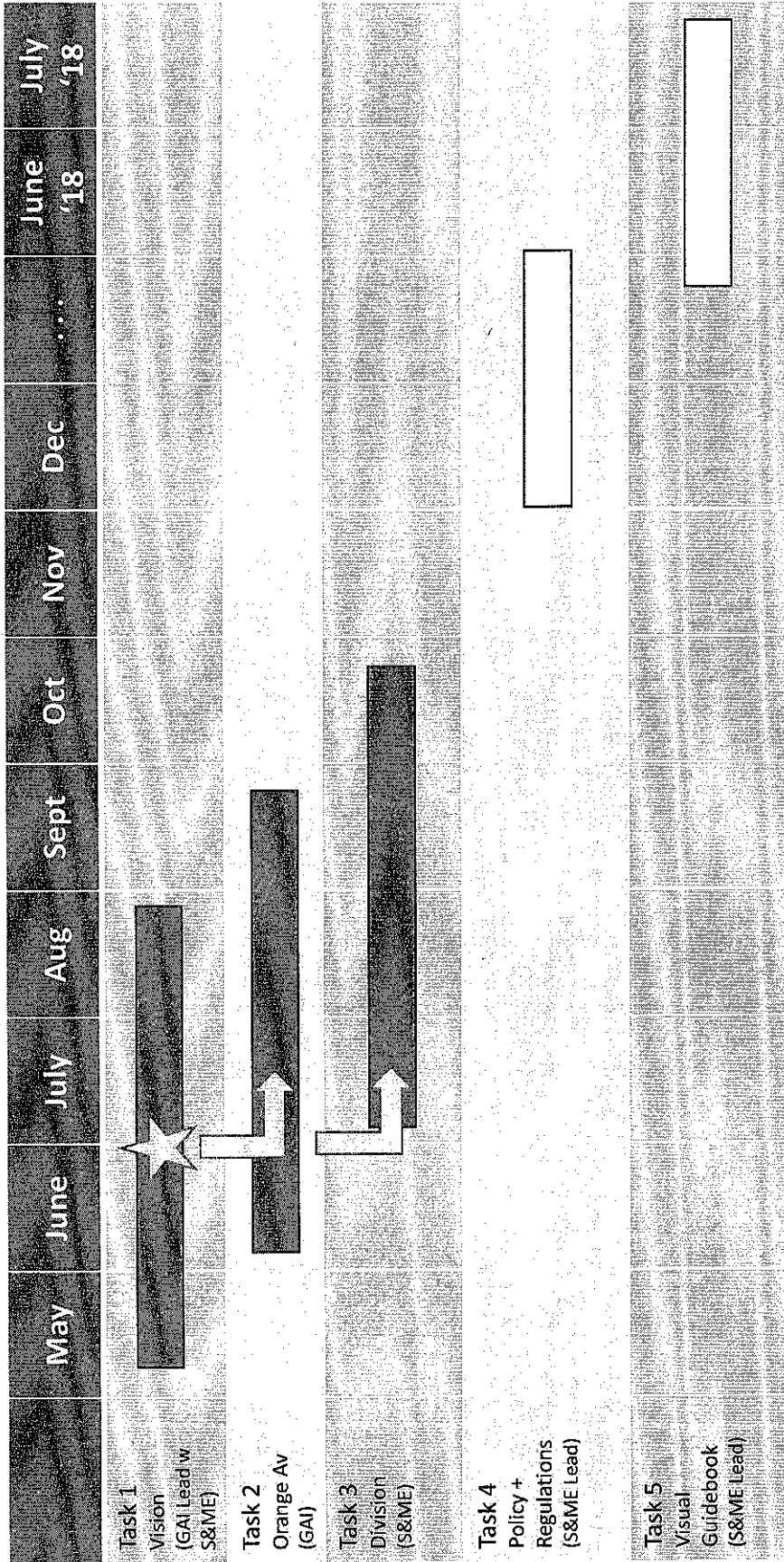
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Name

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Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Jurisdiction

Sequence of Tasks for the DSNID Visioning and Guidebook Activities – March 6, 2017



Charrette

