



Art Kader
Assistant Director, Parks & Recreation
City of Clearwater
100 South Myrtle Avenue
Clearwater, Florida 33756-5520

February 29, 2016

Ref: Crest Lake Park Scope of Services and Fee Proposal

Dear Art,

Wannemacher Jensen Architects, Inc. is pleased to submit the following proposal for Architectural and Engineering Design services for Crest Lake Park.

This project is a unique opportunity to unify and brand Clearwater's main entrance park, improve its waterfront edges, link the Park with its immediate neighborhood, become a gateway to downtown and the beaches and attract both locals and tourists with a diversity of experiences.

The scope of this initial contract will only be Concept Design. A contract for Schematic Design through Construction Administration will follow once the scope of the project is settled.

SCOPE OF WORK

PROGRAM DEVELOPMENT, MASTERPLAN OPTIONS, CONCEPTUAL DESIGNS, COST ESTIMATES

The goal of this first phase will be to outline the programmatic needs of the Park, produce conceptual design and masterplan options, review constructability aspects, identify regulatory and permitting requirements and prepare a construction cost budget. The A/E shall provide the following services and deliverables:

Assisted by the City, the A/E shall outline a series of stakeholder workshops that will occur during the Concept Design Phase. These stakeholder workshops are categorized based on subject and the information they are focused on obtaining. These workshops are described below.

Program Workshop

The A/E shall participate with the City in a workshop designed to allow the City to identify and confirm programmatic uses as they relate to the design of the Concept. This workshop may require a half day so that all necessary stakeholders from the City can participate. Council awareness will be handled by the City. The stakeholders will be jointly identified by the City and the A/E. These stakeholders may include, but are not limited to, staff members of the City Development Administration, Public Works Administration, and Parks and Recreation Department. The intent of this workshop is to refine and finalize the program as it begins to be developed by the Team.

Regulatory Meetings

Regulatory review will likely be conducted as a series of meetings with various regulatory agencies. The A/E may conduct meetings with regulatory agencies including but not limited to:

1. City of Clearwater – Building Permit and Engineering Department
2. BPRC
3. SWFWMD
4. Pinellas County (if required)
5. FDOT (if required)

The purpose of these meetings is to obtain necessary information to create a permittable concept design with regard to the future application process.

Public Outreach Workshop

The A/E and the City shall define the schedule of two public outreach workshops. One large meeting and a second public meeting with the concept plan presentation. These public outreach workshops are intended to allow the public to provide input and identify concerns with the existing Park plan as well as provide comments on alternative concepts the A/E team puts forth. In addition to general public input, key community stakeholders may include, but not be limited to Neighborhood Associations, Local Business Representatives, PSTA, etc. The input from these workshops may be incorporated in the concept design.

If additional public outreach workshops are required or if separate Citizens Committee meetings are required, then we will itemize those as separate line items with a lump sum cost for each.

Design

Based on the information gathered from the above workshops and meetings, the A/E shall prepare Concept Design Alternatives that sets forth the scope of the Concept. The design alternatives will incorporate the Phase I plans for the new Veteran's Memorial, however, there may be some flexibility in how much of the Phase II plans are implemented. Our Team will also make suggestions for new Park signage. All designs will be reviewed with City Staff.

Based on Staff's review and approval of the Concept Design Alternative documents, the A/E shall prepare Preliminary Concept Design documents. The Preliminary Concept Design documents shall include but not be limited to diagrams of program areas, concept site plans, concept grading, stormwater management narrative, permitting narrative, hardscape and softscape areas, parking areas and counts, site sections, street sections, and other documents illustrating the scale and relationship of the components of the Concept.

The A/E shall develop a Concept Construction Cost Budget by component based on the Preliminary Concept. The Preliminary Concept and the Concept Construction Cost Budget will be presented to the City Council in a Public Workshop or City Council Meeting.

The A/E shall then make updates and refinements to the Preliminary Concept and the Concept Construction Cost Budget based upon input and comments received from the City Council. This Final Design, called the Final Concept Design, will become the basis for the next Phase of Work and subsequent Fee Proposal - Schematic Design through Construction Administration - provided it is approved by the City Council and funding becomes available.

Deliverables:

The A/E shall submit all Deliverables electronically in PDF, Word and dwg format as well as provide four (4) hard copies. The A/E shall upload all Deliverables to an ftp or similar site as determined by the City. The Deliverables for the Concept Design Phase are:

- A program narrative.
- Preliminary Concept Design documents to include drawings, renderings, and sketches sufficient to describe the Concept and allow for concept budgeting.
- Identification of the Concept's key site systems.
- Provide a list of opportunities for sustainability features.
- Final Concept Design documents and outline specifications for the Concept.
- List and schedule for submission of documents for permits for the Concept as required by the City and other regulatory agencies.
- A report describing the technical aspects of the Concept. The report shall include but not be limited to a technical narrative, site development constraints, sustainable energy and water collection opportunities, and any other information that illustrates the scale and relationship of Concept components.
- City wide drainage/stormwater improvement plan.
- An estimate of probable construction cost with an itemized list of opportunities for enhancement.
- Meeting Notes from the various Workshops and Meetings.
- Note that the City shall be responsible for obtaining all geotechnical information pertaining to the Concept. The A/E Team will forward a soil boring and soil exploration plan to inform the City's Geotechnical Consultant.
- A proposal from Deuel & Associates for Civil Engineering services is attached.

PROPOSED DESIGN TEAM MEMBERS

Wannemacher Jensen Architects, Inc.	Team Leader & Architecture
W Architecture and Landscape Architecture	Landscape Architecture & Masterplanning
Deuel Engineering	Civil Engineering
John Crum	Cost Consultant

PROPOSED FEES

The following is a summary of the total fees for all services. An estimate of anticipated reimbursable expenses is also included.

Basic Services	Total Fee
Public Workshops	\$4,748.00
Citizens Committee Meetings	\$2,532.00
Meetings with City Parks & Recreation Department	\$3,798.00
Design	\$17,408.00
Masterplan Preparation	\$12,660.00
Cost Estimate	\$4,000.00
Narratives	\$3,165.00
Stormwater Improvement Plan (Deuel & Associates)	\$16,500.00
Draft Report	\$4,748.00
Final Report	\$3,165.00
Sub-Total	\$72,724.00

Specialty Services

Renderings	\$4,500.00
Attendance at City Council Meeting	\$950.00
Sub-Total	\$5,450.00

Additional Services Compensation

Additional work outside of the scope stated herein and approved in writing, will be billed at hourly rates below or negotiated as a lump sum at time of the request. Note that the hourly rate schedule will be adjusted annually.

Hourly Rate Schedule

Principals	\$236.00
Associate Architect, Engineer or Registered Designer	\$151.00
Intern Architect	\$100.00
Administrative	\$75.00

Reimbursable Expenses - all reimbursables will be marked up 10%.

We estimate that reimbursables and out of pocket expense's will be no more than \$5,000.00.

- A. Printing and plotting costs, courier, mail and overnight delivery costs incurred by the A/E Design Team for review and team distribution.
- B. Jiffy Blueprinting will be utilized by all Team members for printing whenever possible.
- C. Mileage at \$0.575 per mile.
- D. Round Trip Airline Flights, Main Cabin, maximum of \$350 per ticket.

Payment Provisions

- A. Invoices will be prepared monthly and reflect progress to date. (30 days net).

Schedule:

- A. The Concept Phase is anticipated to take 6 months. Our ability to meet this schedule is dependent on timeliness of decisions and meetings.
- B. Note that this fee proposal is good until June 30, 2016. In addition, if subsequent to the Notice to Proceed, the project is put on hold through no fault of the Architect for a period of 6 months or longer at any point during the design and/or construction process, then we reserve the right to adjust our fees.

We hope this proposal is acceptable and we look forward to working with you on this project. Please let me know if you have any questions.

Sincerely,
Wannemacher Jensen Architects, Inc.



Jason Jensen, AIA, LEED AP, Principal

DEUEL & ASSOCIATES

CONSULTING ENGINEERS * LAND SURVEYORS * LAND PLANNERS
565 S. Hercules Avenue, Clearwater, FL 33764
Office (727) 822-4151, Fax (727) 821-7255

February 22, 2016

Mr. Jason Jensen, AIA, Principal
Wannemacher Jensen Architects, Inc.
180 Mirror Lake Drive N.
St. Petersburg, FL 33701
Ph. (727)-822-5566
E-mail jason@wjarc.com

**RE: SCOPE OF SERVICES AND FEE PROPOSAL
CREST LAKE PARK- CONCEPTUAL MASTER PLAN**

Dear Jason:

Thank you for the opportunity to present our proposal to perform *Civil/Site Engineering Services* for the Conceptual Master Plan at Crest Lake Park in Clearwater, FL. Based on Client provided conceptual use plans developed during the Public Outreach and Program Workshop, Deuel will provide the following:

I. CONCEPT DESIGN ALTERNATIVE CIVIL/SITE PLANS:

Preliminary Concept Civil/Site Plan which will incorporate zoning information, parking layout, program areas, grading, site access, utilities and stormwater management area.

Final Concept Civil/Site Plan based on Client, City and Public Comments.

An Engineer's Estimate of Probable Construction Cost for the sitework items will be provided.

II. REGULATORY MEETINGS:

1. City of Clearwater- Building Permit Review Committee.
2. City of Clearwater- Engineering Department to discuss regional stormwater plan.
3. Southwest Florida Water Management District.
4. Florida Department of Transportation (if required)

III. SITE DRAINAGE DUE DILIGENCE REPORT

We will provide a due diligence site drainage report which will list design criteria of the City of Clearwater and the Southwest Florida Water Management District regulations as determined at the pre-application meetings.

We understand that there are regional stormwater improvements that are recommended for the site as well as FEMA flood zone implications. These items will be presented in detail in this report.

IV. PROVISIONS:

1. **ACCEPTANCE** - Execution of this Agreement indicates that the CLIENT understands and agrees that payment for the services outlined in this Agreement will be made within thirty (30) calendar days from the invoice date for any portion of the work. If payment is not made in this manner, the CLIENT understands and agrees that, at the sole discretion of DEUEL, work covered in this Agreement may cease. The CLIENT hereby agrees that invoices not paid after thirty (30) calendar days shall accrue interest at 1-1/2% per month, and the CLIENT agrees to pay all collection costs, including reasonable attorneys' fees, whether legal action is brought or not.
2. **AUTHORIZATION TO PROCEED** - Unless stated otherwise in the Agreement, CLIENT'S execution of this Agreement will constitute authorization for DEUEL to proceed with the work.
3. **LIMITS OF LIABILITY** - DEUEL's liability for damages to the CLIENT shall not exceed, to the maximum extent permitted by law, the compensation received by DEUEL in accordance with this Agreement. The limitations of liability and indemnities apply whether liability arises due to breach of contract or warranty; tort, including negligence, statutory liability, or any other cause of action. This limit shall apply to the officers and employees of DEUEL as well as its subcontractors. The CLIENT may, at its discretion, upon payment of an additional fee, have DEUEL's maximum liability amount increased.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

4. **THIRD PARTY BENEFICIARIES** - This agreement gives no rights, benefits, etc. to anyone other than the CLIENT and DEUEL and both parties agree that there are no third party beneficiaries. CAD files will not be released to any third party.
5. **INTERPRETATION** - This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this Agreement shall vest in Pinellas County, Florida.
6. **CLIENT SUPPLIED INFORMATION** - The CLIENT understands and agrees that unless stated otherwise within this Agreement, all formation, plans, reports, data, etc. provided by the CLIENT or the CLIENT'S consultants, agents, etc. will be relied upon by DEUEL as being correct and accurate. DEUEL will not be held responsible for errors, corrections, re-work, etc. that may be required as a result of DEUEL'S reliance on these documents.
7. **SEVERABILITY AND SURVIVAL** - In the event that any provisions of this Agreement are found to be invalid, illegal or unenforceable, the enforceability of all remaining provisions shall not be thereby impaired. Termination of this Agreement, regardless of the cause, shall have no effect on the limitation of liability or indemnities outlined in this Agreement.
8. **OWNERSHIP OF DOCUMENTS** - Any plans, reports or other documents prepared by DEUEL as a result of this Agreement are the property of DEUEL. The CLIENT can obtain copies in accordance with the terms of this Agreement.

9. ASSIGNABILITY - This Agreement is not assignable by the CLIENT without the written authorization of DEUEL.

V. **METHOD OF COMPENSATION:** Lump Sum Fee
TOTAL LUMP SUM FEE = Sixteen Thousand Five Hundred Dollars (\$16,500.00)

Any services not specifically mentioned above are not included in this proposal. Additional services outside the project scope will be billed on a Time and Material Charge utilizing Deuel's current hourly rates, see attached, with clients prior approval. Reimbursable expenses such as Printing will be invoiced at our printing rates.

Please **execute form** below and return to our office as authorization to proceed. Should you have any questions do not hesitate to call me at (727) 822-4151.

<p><u>CLIENT AUTHORIZATION:</u></p> <p>SIGNED: _____ DATE: _____</p> <p>TYPED NAME: _____</p> <p>TITLE: _____</p> <p>CORPORATE NAME: _____ (if applicable)</p> <p>CORPORATE ADDRESS: _____ _____</p> <p>BILLING ADDRESS: _____ _____</p> <p>EMAIL ADDRESS: _____</p>

Very truly yours,
DEUEL & ASSOCIATES



Brian Barker, P.E.
Principal