

BLUFF/WATERFRONT MASTER PLAN FOR CITY OF CLEARWATER

This agreement made and entered into as of the 20 day of April, 2016 by and between the City of Clearwater ("Client"), and HR&A Advisors, Inc., a corporation organized and existing under the laws of the State of New York ("Consultant"), who agree and contract as follows:

WITNESSETH THAT:

WHEREAS, Client desires to commission a master plan for the Bluff/Waterfront district of Downtown Clearwater, and

WHEREAS, Client desires to retain the Consultant to lead a multi-disciplinary team to complete said master plan;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Contracting of the Consultant

Client hereby agrees to contract with Consultant, and the Consultant hereby agrees to perform services set forth hereinafter in connection with the Bluff/Waterfront Master Plan in accordance with the terms and conditions set forth herein.

2. Term of Contract

Consultant services for the scope of work set forth hereinafter will be completed by 12/31/2016 subject to modification by mutual agreement by the parties hereto.

3. Scope of Services

The Consultant agrees to satisfactorily render and provide services hereinafter set forth in "Exhibit A, Scope of Services."

4. Disposition of Work Materials

Upon prompt payment of all sums due under this Agreement, all contract documents and similar work materials prepared by the Consultant in completing the scope of services shall be the property of Client. Notwithstanding any other provision to the contrary, the Consultant shall maintain copyright ownership of photographs and of all notes, terms and standard details included in all project-related documents, models, photographs, and other forms of expression created by the Consultant. Only with Client's prior written approval may Consultant use and reproduce its deliverables. The Consultant shall be permitted to retain copies of its deliverables and work product for its records and for its future professional endeavors, so long as Client is not specifically mentioned or utilized to promote such future professional endeavors. The Consultant grants Client a non-exclusive license to use and reproduce such models, photographs, and other forms of expressions created by the Consultant as long as payments due to the Consultant under this contract are made as provided herein.

5. Personnel

The Consultant represents that it has, or will secure, at its own expense, all personnel or subconsultants required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with Client. All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State, federal and local law to perform such services.

6. Termination and Suspension for Cause

If, for any cause, the Consultant or Client shall fail to fulfill in a timely manner their obligations under this Agreement, or if the Consultant or Client shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice. The Consultant shall be entitled to receive just and equitable compensation for work performed and expenses incurred as of the date of termination; likewise, Client shall be entitled to ownership of all documents, data, studies, surveys, drawings, maps,

models, photographs and reports or other material prepared by the Consultant under this Agreement for which it has compensated the Consultant.

If Client fails to make payments to the Consultant in accordance with this Agreement, in addition to the right of termination of this Agreement as set forth herein, at the Consultant's option and upon written notice to Client, it may suspend some or all performance of services under this Agreement and retain all Contract Documents and Work Materials for which payment is outstanding. In the event of a suspension of some or all services, retention of Contract Documents and Work Materials and/or the termination of the Agreement by the Consultant, the Consultant shall have no liability to Client for delay or damage caused Client because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The decision by the Consultant not to cease or suspend services or any portion thereof, or the decision by the Consultant to suspend certain but not all services under this Agreement shall not constitute a waiver of its right to suspend or terminate performance of any or all services under this Agreement so long as payments of undisputed amounts remain outstanding.

7. Changes

Client or Consultant may, from time to time, request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to the Consultant, shall be mutually agreed upon by the parties hereto and shall be executed and incorporated in written amendments to this Agreement.

8. Compensation

The cost of the Scope of Services shall not exceed \$378,000. The division of this not-to-exceed fee is described below in "Budget by Task." The cost of services will be invoiced by the Consultant on a percent completion basis. Services performed outside of the Scope of Services shall be invoiced based on the hourly rates established below in "Consultant Hourly Rates" and will include requests for reimbursement of expenses incurred by the Consultant and its subconsultants at cost. Invoices will be transmitted monthly by the Consultant to Client. Client shall remit payment for an approved invoice within 30 days of receipt of the invoice provided all work is performed satisfactorily as reasonably determined by Client.

9. Equal Employment Opportunity

The Consultant will not discriminate against any employee or applicant for employment with regard to race, religion, sex, color, national origin, age, sexual orientation, gender identity or disability. The Consultant will act to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color, national origin, age sexual orientation, gender identity or disability.

10. Assignability

The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or notation without the prior written consent of Client thereto; provided, however, that claims for money may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly by Client.

11. Conditions and Assurances

- A. Access to Records: Consultant agrees that Client or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant for the purposes of making audit, examination, excerpt, and transcripts.
- B. Retention of Records: The Consultant will be required to comply with Section 119.0701, Florida Statutes, specifically to:
 - i. Keep and maintain public records required by the City of Clearwater to perform the service;
 - ii. Upon request from the City's Custodian of Records, provide the City of Clearwater with a copy of the requested records or allow the records to be

- inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer to the City of Clearwater; and
 - iv. Upon completion of the contract, transfer, at no cost, to the City of Clearwater all public records in possession of the contractor or keep and maintain public records required by the City of Clearwater to perform the service. If the Consultant transfers all public records to the City of Clearwater upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Clearwater, upon request from the City of Clearwater's Custodian of Public Records, in a format that is compatible with the information technology systems of the City of Clearwater.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ROSEMARIE CALL AT 727-562-4090, rosemarie.call@myclearwater.com, and/or 112 S. Osceola Ave., Clearwater, FL, 33617

12. Miscellaneous Provisions

- A. This Agreement shall be construed in accordance with the laws of the State of Florida, and venue for any dispute pertaining to this Agreement shall be in Pinellas County, Florida.
- B. In case one or more of the provisions in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such as invalidity, illegality, or non-enforceability, it shall not affect any other provision thereof, and this Agreement shall not be effective unless consented to, in writing, by both parties.
- C. Nothing contained herein shall be deemed by the parties hereto, nor any third parties, as creating the relationship of principal and agent, employer and employee, or as a partnership or joint venture between the parties. Consultant is the City's independent contractor, and nothing contained herein is intended to create any relationship other than that between the parties.
- D. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
- E. This Agreement shall be binding upon and inure to the benefit of each of the Consultant's and the Client's respective successors and assigns.

13. Indemnification


- A. Consultant shall indemnify, defend and hold harmless Client and its officers, employees, agents and permitted assigns from and against any and all suits, claims, losses, damages, charges, or expenses, whether direct or indirect, and liability of every name and nature to which they or any of them may be put or subjected by reason of any personal injury or damage to real or tangible property arising from or in connection with any acts or omissions on the part of the Consultant or arising from any breach by Consultant under this Agreement.
- B. Subject to Florida statutory limits on sovereign immunity, the City agrees to indemnify the Consultant and its officers, employees, agents, and permitted assigns from and against liability or expenses incurred on account of the negligent acts of the City, its employees,

servants, or agents in relation to this Agreement. Nothing contained herein, however, shall be construed as a waiver of or limitation of liability that the City may be entitled to under section 768.28, Florida Statutes.

In no event shall any officer, shareholder, member, employee or agent of Consultant or Client (or any of Consultant's or Client's affiliates) be personally liable for the performance of either party's obligations hereunder.

IN WITNESS WHEREOF, the City of Clearwater and the Consultant have executed this Agreement on this the 20 day of April, 2016.

HR&A Advisors, Inc.


Cary Hirschstein, Partner

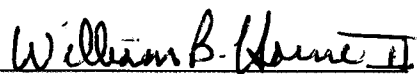
4-20-16
Date


ATTEST

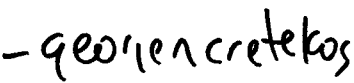
IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, the day and year first above written.

**CITY OF CLEARWATER
IN PINELLAS COUNTY, FLORIDA**

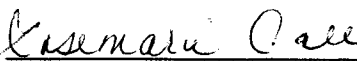
By:


(SEAL)
William B. Horne, II,
City Manager

Countersigned:

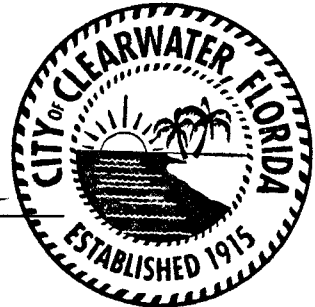

George N. Cretekos,
Mayor

Attest:


Rosemarie Call,
City Clerk

Approved as to form:


Camilo A. Soto,
Assistant City Attorney



4/28/2016
Date

SCOPE OF SERVICES

CLEARWATER BLUFF/WATERFRONT MASTER PLAN

The HR&A Team proposes a scope of services that will meet the City of Clearwater's need for a Master Plan that will integrate the Bluff, Waterfront, and Downtown. The overarching goal of this plan will be to catalyze new development, invigorate the local economy, manage stakeholder partnerships, and create a vibrant waterfront.

Public engagement will be an ongoing effort throughout the plan's duration. Our public engagement goals for the Clearwater Bluff/Waterfront Master Plan are twofold. Successful public outreach will engage a wide range of Clearwater's residents to ensure that the plan's design is grounded in the public's aspirations and sensitive to the public's concerns, while also building the consensus and partnerships required to ensure a successful implementation plan.

1) Project Kick-Off

Phase 1 provides an opportunity for the HR&A Team to review background information and engage with the City to establish priorities for the plan. Phase 1 will take place over the first several weeks of the project, with Task 1.3 occurring concurrently with initial Phase 2 activities.

Task 1.1: Review of Existing Plans and Data

The HR&A Team will review all existing plans related to the study area. Plans will include the Urban Land Institute's assessment, the Clearwater Downtown Redevelopment Plan, the Comprehensive Boating Plan, and the City's stormwater manual, among others. Furthermore, we will review any market studies and related data sources provided by the City. This task will help set the stage for Phase 2, the Existing Conditions Analysis.

Task 1.2: Initial Project Conference Call

HR&A will participate in a conference call with the City's project lead. The purpose of this call will be to plan the Team's first trip to Clearwater.

Task 1.3: Project Kick-Off in Clearwater

To formally initiate the project, the HR&A Team will make a two-day trip to Clearwater (***Trip #1***) in order to:

- Hold a kick-off meeting with City officials to discuss the project's schedule and work plan, in addition to planning for the public engagement strategy that B2 Communications will assist with, including:
 - Planning for public engagement activities;
 - Project website content, launch, and maintenance; and
 - Social media strategy and email list;

- Hold a kickoff meeting with initial *Stakeholder Coalition*, described in Task 2.1a; and
- Conduct a tour of the study area.

2) Public Engagement and Stakeholder Coalition Launch

The activities described in Phase 2, which include the creation of and engagement with a Stakeholder Coalition, will overlap with specific activities throughout the entirety of the project scope of work. Please reference the project schedule for an illustration of the relationship of the proposed activities.

Task 2.1: Form a Stakeholder Coalition

We will help to lay the groundwork for a robust coalition of stakeholder organizations that can articulate the views of the City's diverse constituents and play a supporting role in the Team and City's robust outreach process. Our work will include the following subtasks:

Subtask 2.1a. Initiate Stakeholder Coalition. During *Trip #1*, following our kick-off meeting with the City, we will meet with the group of Clearwater stakeholders already identified by the City in order to discuss a strategy to create a broader coalition of stakeholders. We will prepare a summary of our findings and recommendations to share with the City and stakeholders, as referenced in the deliverable description below.

DELIVERABLE: FEEDBACK FROM PROJECT KICK-OFF

After Phase II, HR&A will draft a memo to report back to the City staff and the Stakeholder Coalition on feedback gathered during project kick-off and key considerations to guide the planning process, including recommendations regarding the supporting role to be played by the Stakeholder Coalition.

Subtask 2.1b. Refine Outreach Plan. Once we have established an initial set of goals and supporting roles for the Stakeholder Coalition, we will return to Clearwater for *Trip #2*, timed to align with the conclusion of the Existing Conditions phase, to discuss outreach progress with the group and the City, acknowledging that the City will likely play the largest role in one-on-one outreach to neighborhood groups and other community organizations in between the official public meetings. We will discuss the Stakeholder Coalition's role – and the role of specific members – in supporting the City's implementation of the outreach strategy, as well as any implications from the Team's existing conditions findings.

Subtask 2.1c. Conduct Initial Public Meetings. During *Trip #2* we will conduct three highly-promoted initial public meetings to gather initial input and suggestions from Clearwater's citizens regarding the broad direction of the waterfront planning effort and their vision for the site, as well as understand their thoughts and aspirations for downtown. The public events will be designed in a charrette-style to engage attendees in a highly interactive discussion of specific core areas of interest, which might include waterfront recreation, parks and open space, or real estate development. The events will be coordinated with the City of Clearwater to maximize public

participation, and we will likely vary location to reach a wide cross-section of Clearwater residents. Our conversation will be informed by the Team's existing conditions findings. B2 Communications will work with the City to encourage event attendance by diverse Clearwater constituents via digital and other outreach.

Task 2.2: Provide Ongoing Parallel Outreach Support

The City intends to take a leadership role in managing a parallel outreach process to be undertaken primarily by the City and secondarily by key members of the Coalition. While the City will organize and attend the majority of these meetings, it may discuss strategy regarding outreach targets, participation and materials with the Team. We will be available throughout the master planning process to support the City by helping staff tweak any templates created for earlier public meetings (e.g. presentation slides, visual aids) for use during outreach meetings.

Task 2.3: Provide Ongoing Digital Engagement Strategy and Media Relations Efforts

Over the course of the project, B2 Communications will launch and oversee a digital engagement and media relations strategy, as follows:

Subtask 2.3a. Digital Engagement Strategy. B2 Communications will coordinate with the City to generate awareness and excitement about the master planning process and its community meetings.

- B2 will support the maintenance of an email listserv that has already been developed by the City, to be used throughout the project's duration.
- Simultaneously, B2 will work with the City to deploy social media, using outlets such as Facebook and Twitter, as a means of communicating with the public and circulating information.
- B2 will support the City's launch of a project website that will serve as a "command center" for the planning process and complement the City's existing *MyClearwaterInput.com*. The site will be a place to publicly display aspects of the plan as it unfolds and may also serve as forum to collect public feedback. The City will manage the development, maintenance and hosting of the web portal.

Subtask 2.3b. Media Content and Relations. Throughout the master planning process, B2 Communications will coordinate with the City's Public Communications Department to actively pursue key media placements with reporters and publications to generate informative stories about the planning process. These news articles and press releases will support the efforts of the City's Public Communications Department and ensure that messaging is targeted and accurate. B2 will provide strategic guidance to the City regarding content for major social media postings, newspaper articles, email announcements and website postings, while the City's Public Communications Department and other City leadership will handle announcements and other simple postings independently.

3) Existing Conditions Analysis

In Phase 3, the HR&A Team will analyze economic trends and the physical conditions of the study area as a platform for understanding the waterfront's needs going forward.

Task 3.1: Demographic, Economic, and Real Estate Market Analysis

Subtask 3.1a. Demographic and Economic Analysis: HR&A will analyze demographic and employment trends and indicators in the study area, as well as the Tampa-St. Petersburg-Clearwater MSA in order to contextualize the study area within its greater context. HR&A will assess trends in population, age, migration, educational attainment, and commuting patterns. We will also examine the performance of the region's key industry sectors in terms of employment and earnings trends in order to assess employers' potential space needs. The firm will conduct this analysis using third-party data from the U.S. Census Bureau, ESRI Business Analyst, the U.S. Bureau of Labor Statistics, as well as available local sources. This effort will provide a foundation of knowledge for the Master Plan.

Subtask 3.1b. Real Estate Market Analysis: HR&A will complete an analysis of Clearwater's real estate market. This study will address multiple asset classes, including retail, residential, commercial office, and hotel in order to determine what mix of uses Clearwater's market is likely to support. HR&A will supplement third party data sources such as CoStar, REIS, Smith Travel Research, and broker market reports, through interviews with real estate industry experts including real estate brokers and developers. This real estate market analysis will include:

- A review of recent trends in inventory, rents, and vacancy for residential, commercial office, and retail uses.
- A survey of recent market activity and the development pipeline for each asset class, focused on the City of Clearwater and the region. HR&A will profile successful projects in Clearwater and the region that could serve as precedents for future development.
- A review of Clearwater's existing housing stock and an analysis of the area's resident market in order to consider the potential for new residential development.
- An analysis of the office market in Clearwater and the region that will include absorption potential based on trends in supply and demand.
- A retail gap analysis intended to identify potential categories of growth for Clearwater's retail market based on spending potential and existing sales.
- A hotel analysis that identifies the potential for additional hotel development in Clearwater based on recent trends in occupancy, average daily rate, revenue per available room, and supply of hotel rooms.

Task 3.2: Physical Conditions Analysis

Subtask 3.2a. Circulation and Parking Conditions: Kimley-Horn will lead the HR&A Team's analysis of circulation and parking conditions. Kimley-Horn will study existing pedestrian, bicycle, vehicular, and watercraft transit networks in order to determine how they perform individually and as a system

overall. Kimley Horn will also review existing parking conditions, including (i) an inventory of on- and off-street parking facilities, which will include access points, wayfinding/signage, hours of operation, and cost, and (ii) a study of parking occupancy counts within the study area for both a typical weekday and weekend day. Kimley-Horn will review past, completed studies such as the Urban Land Institute's Advisory Services Panel Report, the Comprehensive Boating Plan, the Clearwater Downtown Redevelopment Plan, and Pinellas County's 2040 Long Range Transportation Plan to supplement the Team's own analysis with an understanding of broader planned and proposed transportation infrastructure improvements.

Subtask 3.2b. Parks and Open Space Conditions: Sasaki will lead the HR&A Team's analysis of existing parks and open space. Sasaki will study discrete green spaces such as Coachman Park, linear pathways such as the Pinellas Trail, and more general open space networks. Overall, the Team will assess Clearwater's open space assets for their ability to cater to a range of different activities, including passive recreation and special programming, through their design and physical conditions. Furthermore, the Team will consider the resiliency of the study area's green spaces with respect to usage, flooding, and environmental concerns. A key output of this analysis will be an assessment of Coachman Park's assets, challenges, and opportunities to support planning efforts moving forward.

Subtask 3.2c. Existing Public Realm Conditions: Sasaki will lead the HR&A Team's analysis of existing urban realm conditions. The Team will study the design of the urban realm overall, considering how its many land uses and multifaceted form facilitate or inhibit daily life. Layered on top of our studies of circulation, parking, parks, and open space, this study of the urban realm will reveal how Clearwater's many systems interact.

Subtask 3.2d. Opportunities Assessment: The HR&A Team will build upon its analysis of Existing Public Realm Conditions by assessing major parcels and sites within the study area, including those specified in the RFP. This will allow the Team to vet key opportunities for catalyst projects that could become essential "first steps" in activating the downtown waterfront. Specifically, HR&A and Sasaki will develop a scorecard for each potential catalyst project to guide City priorities going forward. Factors to be considered may include:

- Property usage
- Physical constraints
- Access and adjacencies
- Timing of potential availability
- Current uses & future devt. plans
- Infrastructure availability/requirements
- Zoning restrictions
- Other legal restrictions
- Visions expressed in planning documents
- Market analysis implications

The scorecard will include metrics by which to rank properties or areas according to the above criteria.

DELIVERABLE: EXISTING CONDITIONS PRESENTATION

The HR&A Team will prepare a presentation summarizing the findings of the existing conditions analysis. The existing conditions analysis will document the study area's economic outlook and real estate market, circulation system, and opportunities to improve upon existing public spaces and activate catalyst the projects. This analysis provides a necessary foundation for subsequent phases of the planning process.

Task 3.3: Presentation of Existing Conditions Findings and Public Engagement Part II

The HR&A Team will make a two-day trip to Clearwater (*Trip #2*) to undertake the following activities:

- The HR&A Team will preview our findings with City representatives, either in advance of *Trip #2*, or during, in order to identify any changes necessary in advance of briefing the Stakeholder Coalition and the public.
- During *Stakeholder Coalition Meeting #2* we will introduce the study, present preliminary existing conditions findings, discuss potential opportunities and challenges, and provide a venue to comment on the existing community vision for Downtown.
- During *Public Workshops #1, 2 and 3*, as described in Task 2.1 a, we will gather input from the public on their priorities and vision for the waterfront.

Task 3.4: Conference Call with Client to Discuss Public Engagement Findings from Trip #2

The HR&A Team will join a conference call with the Client to discuss findings from the public engagement activities completed during Trip #2. This call will help guide Phase 3 of the project by determining how to best incorporate public feedback.

DELIVERABLE: FEEDBACK FROM ENGAGEMENT

The Team will prepare a summary of findings from our public engagement activities, including a summary of goals, opportunities and challenges associated with waterfront redevelopment.

4) Development of Framework Plan

In Phase 4, the HR&A Team will build upon the existing conditions analysis and feedback from public engagement to develop a Framework Plan. The Framework Plan will address salient issues through topical chapters including circulation, open space, and catalyst projects, which the HR&A Team will then vet through additional public engagement to confirm the elements of the final plan.

Task 4.1: Framework Plan Concept Development

The HR&A Team will meet internally to workshop the overall vision for the Master Plan and the key framework elements being prepared by Team members. This workshop will be an opportunity to put forth a number of hypotheses and ideas that can unite the components of the Framework Plan. Topics to be considered will include the overall spatial ordering, identification of sites to prioritize, identification of programmatic opportunities to pursue, and the overall vision for the study area's future. The output of this workshop will be up to three (3) conceptual scenarios that may vary by spatial arrangement, uses of catalytic sites, or program of public amenities and spaces. The Team may propose a single conceptual scenario should it seem appropriate.

Task 4.2: High-Level Conceptual Framework Plan Components:

The HR&A Team will create high-level conceptual framework plans in order to steer further plan development. The framework plans will flow from the scenarios outlined during an internal opportunities workshop. Each framework plan will, based upon the scenarios developed, offer a set of alternative strategies for improvement to be tested and refined through public engagement. These framework plans will be executed on a high level so that more detail may be added at a later phase.

Subtask 4.2a. Catalyst Projects Framework Plan: HR&A and Sasaki will develop a conceptual Catalyst Projects Framework Plan that will prioritize up to three alternative development strategies based on the findings of the opportunities assessment. This plan will reflect the values of the community in spatial terms to provide a clear phasing structure that will identify tangible, specific “first steps.” The Catalyst Projects Framework Plan will delineate a mix of land uses both within the study area and in immediately adjacent areas to ensure that sites, when redeveloped, have multiple ripple effects on economic development, public realm enhancement and greater connectivity for the City as a whole.

Subtask 4.2b. Parks, Open Space, and Public Realm Framework Plan: Our Team will develop a conceptual Parks, Open Space, and Public Realm Framework Plan. The framework plan will provide options for the overall physical structure for the Bluff/Waterfront Master Plan by prioritizing major open space networks, and by giving form to the spatial character and function of the Bluff’s great placemaking opportunity, Coachman Park. Opportunities for passive and active recreation will be considered from the outset. Clear and inviting access will be the first critical step in creating a true destination – Clearwater’s own vibrant city-scaled waterfront park and public realm network. Furthermore, the Team will incorporate principles of Low Impact Design in order to mitigate stormwater runoff and maximize the usability of the study area’s open spaces.

Subtask 4.2c. Circulation Framework Plan and Parking Strategy: Our Team, led by Kimley Horn, will also develop a conceptual Circulation Framework Plan and parking strategy. This plan will unite the previous two framework plans, providing options for a circulation system that will facilitate successful new developments, exciting open spaces, and a functional, pleasant public realm. A high-level transportation network will include walking and bicycle access, transit access/circulation, vehicular traffic flow, watercraft access including water taxi, emergency vehicle access and staging, maintenance access, deliveries (food service, etc.), and special event access and traffic circulation. The overriding principle of the framework plan will be to set the stage for creating a walkable and bike-able environment that is pleasant, interesting, and seamlessly connected and integrated with downtown.

Kimley-Horn will also lead the Team in generating a parking strategy for the study area. The parking strategy will assess the study area’s parking demand in light of both existing demand and the proposed development program for catalyst sites. We will identify locations for new parking facilities, in addition to opportunities for shared parking (public and private). The strategy will also propose parking design guidelines, zoning code updates, and a management strategy, as appropriate. Kimley-Horn’s approach to parking strategy is at the forefront of technology-driven planning, an approach that the Team hopes to bring to Clearwater.

DELIVERABLE: DRAFT FRAMEWORK PLAN

The HR&A Team will prepare the Conceptual Framework Plan in presentation format. The document will utilize data visualization techniques, graphic drawings and renderings, and narrative text, among other communicative means as needed. The presentation will convey the Conceptual Framework Plan's different scenarios in an accessible manner so that the Team may receive feedback on options from City representatives, the Stakeholder Coalition and the public.

Task 4.3: Presentation of Framework Plan

The HR&A Team will visit Clearwater for a three-day trip (*Trip #3*) in order to:

- Preview the Conceptual Framework Plan with the City representatives to solicit input in advance of presenting to the Stakeholder Coalition.
- Meet with the *Stakeholder Coalition* to receive feedback on the Conceptual Framework Plan. We will present the alternative scenarios comprising each framework element so that members can voice preferences for specific elements to be elaborated further in the final Framework Plan.
- Conduct two *public events* to introduce the Conceptual Framework Plan to the local community. These sessions will be an opportunity for the public to provide input on the options presented in the scenarios, such as urban design initiatives, open space improvements and infrastructure priorities. These sessions will be highly interactive and will occur after meetings with City representatives. Workshop-style activities that utilize graphic materials will provide an accessible avenue for community members to communicate their ideas, comments, and concerns. As before, B2 Communications will work with the City to drive diverse attendance through various forms of digital outreach. B2 will also report back on the outcome(s) of the workshops.
- Present the Conceptual Framework Plan to *City Council* for feedback. B2 Communications will coordinate with the City in managing media relations prior to and after the meeting.

DELIVERABLE: FEEDBACK FROM ENGAGEMENT

The Team will prepare a summary of findings from our public engagement activities and how the engagement exercises suggest refinements to the conceptual framework plan.

Task 4.4: Prepare Infrastructure Cost Estimates

Based on the overall development concept, the HR&A Team, led by Kimley-Horn, will prepare infrastructure cost estimates for public investments. The Team's approach to assisting in budget management and cost estimating will be to employ cost mechanisms to establish Opinions of Probable Costs. Kimley-Horn will use readily available construction cost guides to determine relevant unit price index for recent bids as well as bids for private sector projects of similar magnitude.

Task 4.5: Finalize Framework Plan

Following the feedback received from *Trip #4*, the HR&A Team will refine and finalize our Catalyst Projects, Parks, Open Space, Public Realm, and Circulation Framework Plans into a synthesized Framework Plan. For each of the elements, the Framework Plan may represent the selection of one alternative among the scenarios, or hybrid plans that combine elements of one of more scenarios. The Framework Plan will incorporate a greater degree of detail than the conceptual plans completed earlier in Phase 4.

DELIVERABLE: FRAMEWORK PLAN

The HR&A Team will prepare a presentation containing all aspects of the Framework Plan. This document will utilize data visualization techniques, case studies, graphic drawings and renderings, and narrative text, among other communicative means as needed. The Framework Plan will present a synthesis of the scenarios proposed in the Draft Framework Plan, based on feedback from public engagement exercises.

5) Action Plan Development

In Phase 5, the HR&A Team will develop an Action Plan in order to guide the implementation of the Framework Plan's initiatives, which the Team will develop based on active consultation with City representatives and the Stakeholder Coalition.

Task 5.1: Action Plan Production

In order to advance the work completed to date, the City will require an implementation strategy that considers factors such as market potential, property ownership, and policy. Based on feedback from public engagement on the Framework Plan, HR&A will produce an implementation strategy for:

- *Catalyst Projects*
- *Capital Improvements for Open Spaces, the Public Realm, and Infrastructure Upgrades*
- *Policy Changes*
- *Private Stakeholder Actions/Collaborations*

To begin to formulate this strategy, HR&A will participate in a conference call with the Client in order to discuss key roles and responsibilities for the eventual implementation of the Master Plan. Building on previous conversations, this conference call will allow HR&A to establish the parameters of the implementation strategy. HR&A will subsequently establish clear, actionable guidance regarding which public and private entities should take charge of specific projects, the phasing of such projects, and funding sources to support each project. We will prepare a timeline to guide implementation actions over the next 1-2, 5, and 10 years. We will also assess local, state, and federal economic development strategies, funding sources, and financing strategies in support of the proposed catalyst projects and capital improvements.

DELIVERABLE: ACTION PLAN

HR&A will prepare a briefing book detailing the proposed Action Plan to guide the implementation of the overall Master Plan. The Action Plan will become the final chapter of the synthesized Master Plan.

Task 5.2: Presentation and Refinement of Action Plan

The HR&A Team will present the Action Plan via 1-2 WebEx meetings with City representatives and the leadership of the Stakeholder Coalition, in order to receive commentary so that the Team may refine the Action Plan. These meetings will be an opportunity to outline responsibilities with regard to implementation.

6) Master Plan Development and Presentations

In Phase 7, the HR&A Team will synthesize all of its work to date into a cohesive Master Plan. The Team will present the draft final plan to City representatives and the public via workshops.

Task 6.1: Draft Master Plan Production

Based on feedback from public engagement and the City on the initial Framework Plan and Implementation Strategy, the HR&A Team, with graphic production led by Sasaki, will produce a Draft Master Plan outlining our detailed recommendations. The Draft Master Plan will synthesize the analysis and strategies embedded within the Framework Plan and Action Plan into a single, cohesive document.

DELIVERABLE: DRAFT MASTER PLAN

The HR&A Team will prepare a Draft Master Plan for the City of Clearwater's downtown and waterfront in the form of a narrative document. The deliverable will likely include charts, tables, case studies, graphic drawings and renderings, and narrative text. The Draft Master Plan will be a comprehensive document that can guide future development and City-led actions, the synthesis of the Framework Plan and the Action Plan. The HR&A Team will also prepare a supplemental presentation in order to present the Draft Master Plan to City representatives, the Stakeholder Coalition and the public.

Task 6.2: Presentation of the Draft Master Plan

The HR&A Team will travel to Clearwater (*Trip #4*) for a two-day trip in order to:

- Review and discuss the Draft Master Plan with City representatives, receive comments, and further discuss implementation roles, either in advance of the trip, or during. This will be the final opportunity for the City to comment on the plan before it is finalized.
- Meet with the *Stakeholder Coalition* to review the Draft Master Plan, receive comments, and further discuss implementation roles. This will be the final opportunity for the Stakeholder Coalition to comment on the plan before it is finalized.

- Host two *public events* to present the Draft Master Plan and receive public feedback. These sessions will be exciting events geared toward generating public support for the plan, centered around a presentation of the plan and then breakout stations to receive feedback on specific components of the plan and field questions. As before, B2 Communications will work with the City to drive diverse attendance through various forms of digital outreach. The Team will also report back on the outcome(s) of the workshops. Following these workshops the Draft Master Plan will be posted on the project website in order to allow more community members to comment.
- Present the Draft Master Plan to the *City Council* to receive feedback. B2 Communications will coordinate with the City in managing media relations prior to and after the hearing.

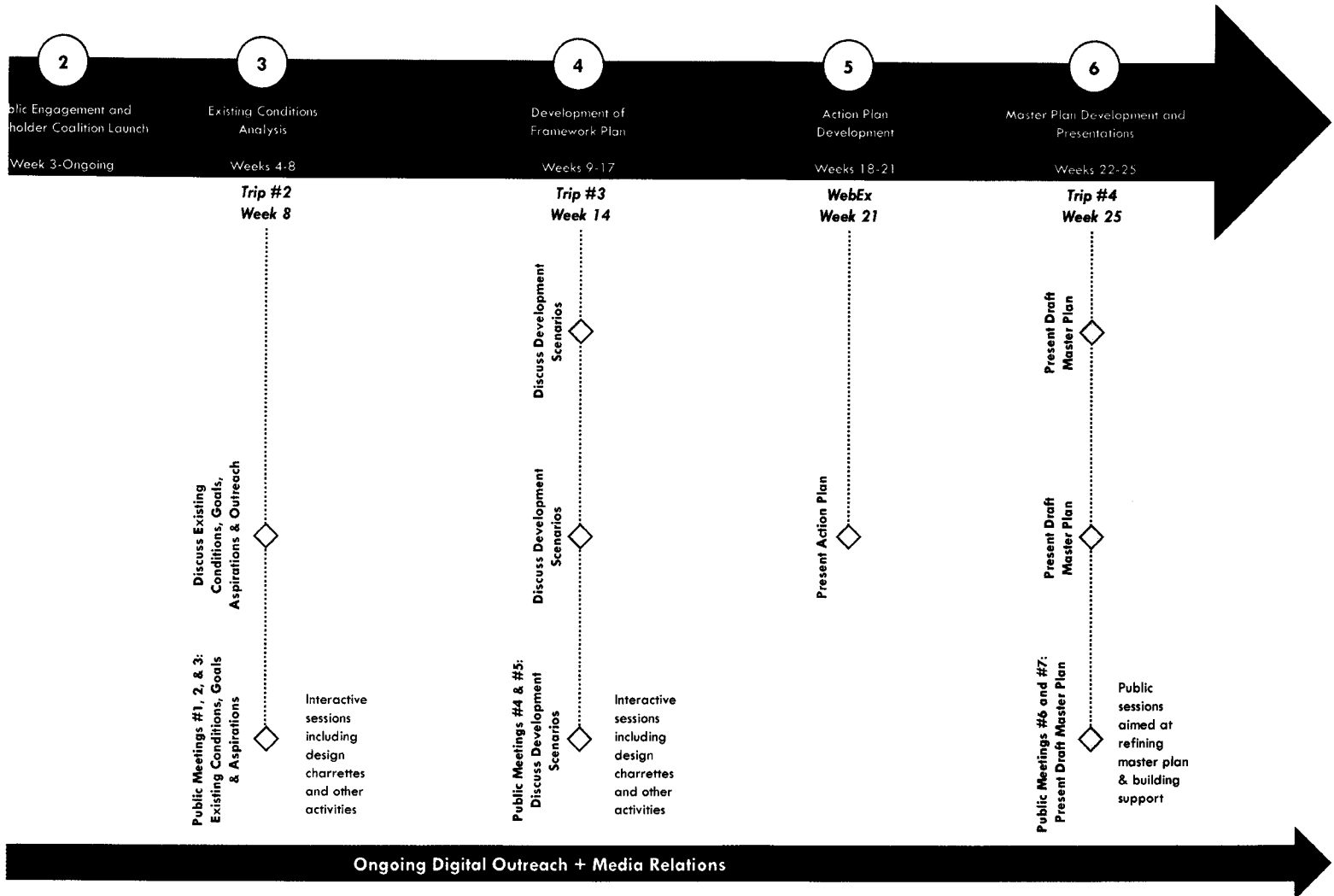
DELIVERABLE: FINAL MASTER PLAN

The Final Master Plan will take the form of a narrative document, incorporating and synthesizing all of the Team's findings and proposals to date. We will update the document based on feedback received during Trip #4. As with all previous deliverables, HR&A will provide electronic copies of the Final Master Plan in its original format, as well as in PDF format, to facilitate the City's incorporation of its content into the broader Clearwater Downtown Plan.

WATERFRONT MASTER PLAN

ACTIVITIES

HR&A
Analyze. Advise. Act.



Master Plan Schedule

	Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25

Work in Progress

older Coalition/City Council

UPDATED PROJECT BUDGET

CLEARWATER BLUFF/WATERFRONT MASTER PLAN

Our team will provide the Scope of Services for a fixed fee price of \$378,000, inclusive of travel expenses and data purchases. We have broken out the price proposal by both phase and firm below. We will invoice monthly based on the percentage of work completed.

BUDGET BY TASK

Task	Total
1. Project Kick-Off	\$20,000
2. Public Engagement and Stakeholder Coalition Launch*	\$108,000
3. Existing Conditions Analysis	\$58,000
4. Development of Framework Plan	\$118,000
5. Action Plan Development	\$39,000
6. Master Plan Development and Presentations	\$35,000
Total	\$378,000

* New task

BUDGET BY FIRM

Firm	Total
HR&A Advisors	\$190,000
Kimley-Horn	\$77,000
Sasaki Associates	\$76,000
B2 Communications	\$35,000
Total	\$378,000

HR&A Team – Hourly Rates

These hourly rates by staff member will be valid through the contract period assumed herein.

HR&A Public/Non-Profit Billing Rates

Personnel	Hourly Rate
Chair / Vice Chair	\$435
Senior Advisor	\$405
Partner	\$405
Senior Principal	\$405
Principal	\$360
Director	\$310
Senior Analyst	\$225
Analyst	\$175
Research Analyst	\$140
Admin	\$100

Kimley-Horn Billing Rates

Personnel	Range of Hourly Rates
Principal	\$265 - 320
Senior Professional	\$195 – 280
Professional	\$115 - 205
Senior Technical Support	\$125 - 190
Technical Support	\$80 - 150
Support Staff	\$67.50 - 105

Sasaki Associates Billing Rates

Personnel	Hourly Rates
Principal	\$250
Landscape Architect	\$150

B2 Communications Billing Rates

Personnel	Hourly Rates
Firm Blended Rate	\$165