



SANTA ROSA COUNTY ENGINEERING DEPARTMENT

ROGER BLAYLOCK, P.E.
County Engineer
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6051 Old Bagdad Highway, Suite 300 | Milton, Florida 32583

MEMORANDUM

TO: Tony Gomillion, County Administrator

FROM: Michael W. Schmidt, P.E., Assistant County Engineer *Michael*

THROUGH: Roger A. Blaylock, P.E. County Engineer *Roger*

DATE: September 13, 2016

RE: Genesis Agreement for Professional Services for the Navarre Park Master Site Plan

DISCUSSION:

Development of the Navarre Park Master Site Plan. The purpose of plan is to collect information and review the physical and functional characteristics of the park and provide a comprehensive plan to improve the park.

BACKGROUND:

The County desires to redevelop the existing park to provide a world class recreational experience. All existing recreational facilities and buildings on site will be evaluated as to their function, lifecycle performance and contribution to the park experience. The Park Master Site Plan will be presented to the citizens and set a framework for a Navarre Park that will further promote family recreation, military appreciation, and the intrinsic natural beauty of Santa Rosa County.

RECOMMENDATION:

Discussion of professional service agreement for the Navarre Park Master Site Plan, with Genesis in the amount of \$57,000.00.

MWS/cap



Civil Engineering
 Landscape Architecture
 Transportation
 Urban Design
 Planning
 CEI

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 Tallahassee, Florida 32303 | www.GenesisGroup.com

August 11, 2016
 Updated September 8, 2016

Roger Blaylock, PE, County Engineer
 Santa Rosa County Engineering
 6051 Old Bagdad Highway, Suite 300
 Milton, FL 32583

**RE: Agreement for Professional Services
 Navarre Park Master Site Plan, Santa Rosa County**

Dear Mr Blaylock:

GGI, LLC dba GENESIS is pleased to submit our proposal to provide Park Site Planning and Engineering services for Navarre Park, more specifically described as follows:

Site Location

County: Santa Rosa	State: Florida	Zip Code: 32566
Latitude: 30.4010	Longitude: -86.8654	

Absent a fully executed form of contract to the contrary, once signed by you or your authorized representative, this form of Agreement for Professional Services (“the Agreement”) shall, for all purposes, constitute a binding contract upon Santa Rosa County (CLIENT) and GENESIS. In addition, once signed by you or your authorized representative, this Agreement shall serve as the Notice to Proceed with the work identified herein.

The abbreviated project description, scope of services, CLIENT’S responsibilities, schedule, compensation and contract conditions are as follows:

I. ABBREVIATED PROJECT DESCRIPTION

Santa Rosa County desires to redevelop the existing Navarre Park to provide a world class recreational experience for all ages and abilities. The park is located on the north side of Santa Rosa Sound, directly west of Navarre Parkway on the south side of US 98. The Tourist Information Center is located on the property and will remain with anticipation of expansion. Existing recreational facilities and buildings on the site will be evaluated as to their function, lifecycle performance and contribution to the park experience. The objective is to complete a Park Master Plan for presentation to the citizens of Santa Rosa County and set the framework for a Navarre Park that will further promote family recreation, military appreciation, and the intrinsic natural beauty of Santa Rosa County.

II. SCOPE OF SERVICES

A. Project Research and Data Gathering

CLIENT has conducted several “visioning” meetings over time to identify the community preferred park facilities. The information obtained during these meetings will be fully utilized to complete the Park Master Site Plan. The purpose of this task is to collect all of the information and conduct a careful review of the physical and functional characteristics of the park to provide a comprehensive base to improve the park.

- A.1. Complete a review of the public meeting documentation to provide an understanding of the desired amenities and the associated priorities.
- A.2. Conduct a site review of the existing park facilities to evaluate the condition and viability. This effort includes the existing and proposed park amenities, the Butterfly House and the interactive water feature (splash pad).
 - A.2.1. All existing park elements will be reviewed and the observed condition will be documented. This includes a general condition review of the existing memorials, pavilions, gazebos, amphitheater, playground, basketball court, parking, landscaping, sidewalks and paths, boardwalks and piers. This review does not include a structural analysis of the existing facilities.
 - A.2.2. The current utilization of the Butterfly House, its operational characteristics and programs will be reviewed and summarized. This information will be used for facilities programming, preparation of Conceptual Architectural Plans for a new Butterfly House and site plan development which is part of the Master Planning effort.
 - A.2.3. The condition and operation of the existing splash pad will be reviewed and summarized. This information will be used to determine the viability of expanding the existing facility or the need to replace the facility.
- A.3. Review the current access to the park from US 98 and identify opportunities to modify and improve the access without impacting the existing parking.
- A.4. Determine the Florida Department of Transportation's schedule for the widening of US 98 adjacent to the site and the potential impacts of the widening.
- A.5. Give consideration to the location of the existing memorials that are located in the park with particular acknowledgment to the new Blackhawk Memorial soon to be constructed.
- A.6. Meet with appropriate CLIENT staff to determine the desired event programming for the park. This will include a review of the current event programming and the desired future event programming. It is our understanding that the Thursday Concerts in the Park will be relocated to address current parking and related safety issues.
- A.7. Review Tourist Information Center Architectural Plans to determine the future footprint of the expanded facility and the proposed building program.
- A.8. Review documentation related to future stormwater quality enhancements that will potentially have an impact on the available park area.
- A.9. Evaluate the existing pond (Duck Pond) and the viability of alternative uses or modifications.
- A.10. Prepare a brief summary report outlining the results of the research. This report will be submitted in PDF format only.
- A.11. Meet with CLIENT to review and confirm the results of the research effort.

B. Navarre Park Master Site Plan

- B.1. Based on the data gathering and research efforts, prepare a Park Master Site Plan for Navarre Park that will identify the preferred park amenities and their configuration on the land and their associated priority.
- B.1.1. The Park Master Site Plan will include the results of the research efforts, a summary of the park elements, the Interactive Water Feature Conceptual Plan, the Butterfly House Architectural Analysis, an Opinion of Probable Costs, and the Park Master Site Plan. The Park Master Site Plan narrative will also discuss parking, lighting, event electrical service, holiday lighting, the anticipated park event program, public comment, and other elements that will be identified during the planning process.
- B.1.2. The Park Master Site Plan will be submitted in three (3) phases (Draft, 70% for public information and comment, and Final). Three (3) copies and a PDF version of the report will be provided with each submittal.
- B.1.3. Four (4) CLIENT meetings will be conducted to review the Park Master Site Plan:
- Meeting #1 following the Draft Master Plan Report submittal
 - Meetings #2 and #3 prior to and following the 70% public information meeting
 - Meeting #4 concurrent with the Final Master Plan Report submittal
- B.2. Develop a Conceptual Plan for the Interactive Water Feature (IWF) based on the research and data gathering effort. This task will be completed by WET Engineering Inc.
- B.2.1. Meet with the appropriate CLIENT staff to determine the preferred type of IWF. This effort will include a review of the feasibility of employing a recirculated and Florida Department of Health (FDOH) compliant system versus a flow-through system with ultimate discharge of potable water to waste or irrigation system vault. In addition, ground jets versus vertical features (or a combination of the two); the desired theming; and the desired level of animation (if any) will also be discussed and determined.
- B.2.2. Determine the feasibility of expanding of existing IWF versus demolition and construction of new IWF, at same site or a different site in the park. Coordinate with landscape architect.
- B.2.3. Provide preliminary capital and operating cost information to determine feasibility of employing a recirculated and Florida Department of Health (FDOH)-compliant system versus a flow-through system with ultimate discharge of potable water to irrigation vault or waste.
- B.2.4. Based on the CLIENT preferred IWF, provide conceptual design alternatives and associated relative costs for the alternatives as recommended by water feature manufacturers for review and selection. This will include IWF finish options and associated costs.
- B.2.5. Prepare a Conceptual Design Plan and Opinion of Probable Cost for the proposed IWF, including a color perspective rendering of the proposed facility for public information purposes and the Park Master Plan Report.
- B.3. Develop Programming and Conceptual Architectural Plans for the Butterfly House, including alternative office and public meeting space. This task will be completed by Lewis + Whitlock Architects.

- B.3.1. Prepare a building Program Summary of required spaces (area and function).
- B.3.2. Prepare a Conceptual Site Plan, Floor Plans, and Building Massing (3-D modeling).
- B.3.3. Prepare Elevations and/or 3-D Diagrammatic Views of the building concept (2 views)
- B.3.4. Based upon the Conceptual Design, prepare an Opinion of Probable Cost for the Butterfly House Complex.
- B.3.5. Provide a written Executive Summary to be included with five (5) printed sets and PDF of the Programming Report.
- B.4. Participate in one (1) Public Information Meeting.
 - B.4.1. Conduct a Public Information Meeting following the 70% Park Master Site Plan submittal. The CLIENT is responsible for securing the meeting location and for all public notifications related to the meeting.
 - B.4.2. The meeting will be conducted in two (2) parts. The first hour will provide the attendees to review the Park Master Plan and related elements. Plan view renderings and perspective renderings will be mounted on boards for review and discussion. GENESIS Team and CLIENT staff will participate in responding to citizen comments. The second hour will involve a PowerPoint presentation by GENESIS and provide opportunity for public comment.
 - B.4.3. Provide 70% Park Master Plan Report and Public Comment Worksheet to CLIENT for posting on the CLIENT's website.
 - B.4.4. The public comments and responses will be summarized in the Final Park Master Plan.

C. Navarre Park Design and Permitting

Following the completion of the Park Master Site Plan, GENESIS will prepare a comprehensive Scope of Work and Fee Proposal to complete the Design and Permitting for the park.

III. CLIENT'S RESPONSIBILITIES

- A. Provide updated Boundary and Topographic Survey and Tourist Information Center Expansion Plans.
- B. Provide any information, agreements, and/or restrictions that may be in effect on the property and impact the design guidelines or criteria for the project.
- C. Provide information related to other projects that are planned for stormwater quality enhancements or other improvements that are planned for the park property.
- D. Provide all documentation related to previously completed public meetings related to Navarre Park.
- E. Complete all public notifications and meeting room space for the Public Information Meeting. This includes set up and refreshments.
- F. Provide access to the site for activities necessary for the performance of the services. GENESIS will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

IV. SCHEDULE

Upon receipt of a fully executed copy of this Agreement, GENESIS shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder.

V. COMPENSATION

Our fees for the described services are outlined in the following table. We have provided "Lump Sum Fees" for the services identified in the Scope of Work. Lump Sum Fees do not include Reimbursable Expenses directly associated with this project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs). Reimbursable Expenses will be invoiced at their direct cost plus fifteen percent (15%) for handling but will not exceed \$2,000.00 without prior written authorization. Our fee schedule is as follows:

FEE SCHEDULE

Scope of Services	Lump Sum Fee
II. A. Project Research and Data Gathering	
Genesis	\$5,000.00
WET Engineering Inc.	\$3,000.00
Lewis & Whitlock Architects	\$5,000.00
II. B. Navarre Park Master Plan	
Genesis	\$25,000.00
WET Engineering Inc.	\$7,000.00
Lewis & Whitlock Architects	\$10,000.00
Reimbursable Expenses	\$2,000.00
TOTAL	\$57,000.00

Note: The proposed fees are only valid if this Agreement is signed by both parties within 30 days from the date of transmittal and all work is authorized within 12 months.

GENESIS shall submit invoices to the CLIENT on a monthly basis for the work accomplished based on our estimate of the approximate fee earned. Invoices shall be payable upon receipt of the invoice. GENESIS reserves the right to suspend all services on the CLIENT'S project if an invoice remains unpaid 30 days after the date of the invoice. If suspended, work will not resume until all outstanding invoices are paid in full. Accounts unpaid 30 days after the invoice date shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of GENESIS. In the event any portion of a CLIENT account balance remains unpaid 90 days after the date of invoice, the CLIENT shall pay all collection costs, expert witness fees, and other associated fees, including reasonable attorney's fees. If services under this Agreement continue for a period of more than twelve (12) months from the date of this Agreement, the fees contained in the Fee Schedule shall be subject to re-negotiation at the sole discretion of GENESIS. In the event of unsuccessful re-negotiations following the said 12-month period of service, GENESIS shall have the sole and exclusive right of termination of the Agreement upon written notice to CLIENT. Any change in such fees shall apply to the unfinished services as of the effective date of such change.

In the event the referenced project or the services of GENESIS called for under this Agreement is/are suspended, canceled or abandoned by the CLIENT, GENESIS shall be given five (5) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, cancellation or abandonment.

VI. SUPPLEMENTAL SERVICES

Services authorized in writing by the CLIENT other than those specifically listed in the Scope of Services and which are agreed to be performed by GENESIS by written addenda to this Agreement shall be considered Supplemental Services for which the CLIENT shall compensate GENESIS at an agreed upon lump sum fee or the GENESIS current hourly rates for the actual personnel involved in the tasks (see attached Hourly Rate Schedule). Additional Services may include, but not be limited to, the following items:

- A. Detailed design and permitting services (a separate Scope and Fee Proposal will be provided for this work following the Master Plan process).
- B. Environmental, Geotechnical, Structural, Mechanical, Electrical services.
- C. Structural analysis, design and permitting of seawall, boardwalks and piers.
- D. Architectural services beyond those listed above related to the Butterfly House conceptual analysis.

VII. INDEMNIFICATION

The CLIENT shall indemnify and hold harmless GENESIS and all of its employees, officers, directors and other personnel and GENESIS' subconsultants from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees and costs associated with such claims) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT, anyone directly or indirectly employed by the CLIENT (except GENESIS), or anyone for whose acts any of them may be liable.

VIII. RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and GENESIS, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the total liability for any claim of any nature whatsoever arising out or related to the performance of services under this Agreement, as to GENESIS and their employees, officers, and directors shall be limited, in the aggregate amount of any/all such claim(s) to fifty thousand and 00/100 dollars (\$50,000.00) or the total fees for professional services paid by the CLIENT pursuant to the Agreement, whichever amount is less.

IX. MEDIATION

In the event of a dispute regarding any of the Parties' obligation hereunder, the Parties shall, no less than 90 days prior to the initiation of litigation relating to any such dispute, engage in pre-suit mediation. GENESIS may choose to file suit without pre-suit mediation in disputes pertaining to non-payment where there is no timely, written notice from the CLIENT as to a dispute relating to unpaid invoices.

Unless the parties mutually agree otherwise in writing, the said pre-suit mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

X. CONTRACT ASSIGNMENT

The CLIENT and GENESIS, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the CLIENT nor GENESIS shall assign this Agreement without the written consent of the

Standard Hourly Rate Schedule
(Valid through December 31, 2016)

	<u>Range</u>	
<u>Engineers</u>		
Principal/Officer – Professional Engineer	\$150.00	- \$230.00
Engineering Department Manager	\$140.00	- \$190.00
Senior Professional Engineer	\$135.00	- \$165.00
Professional Engineer	\$110.00	- \$130.00
Project Engineer	\$ 85.00	- \$125.00
Engineer Intern	\$ 60.00	- \$ 90.00
Graduate Engineer	\$ 50.00	- \$ 70.00
<u>Technicians</u>		
Supervisory Technician	\$ 90.00	- \$120.00
Senior Technician	\$ 70.00	- \$100.00
Design Technician	\$ 45.00	- \$ 75.00
Technician	\$ 35.00	- \$ 50.00
<u>GIS</u>		
Principal Officer – Senior Spatial Analyst	\$125.00	- \$165.00
Senior Spatial Analyst	\$110.00	- \$125.00
Spatial Analyst	\$ 75.00	- \$105.00
GIS Specialist	\$ 50.00	- \$ 70.00
<u>Landscape Architects</u>		
Principal/Officer – Professional Landscape Architect	\$135.00	- \$200.00
Landscape Architect Department Manager	\$130.00	- \$160.00
Senior Professional Landscape Architect	\$ 95.00	- \$125.00
Project Manager Landscape Architect	\$ 80.00	- \$120.00
Professional Landscape Architect	\$ 70.00	- \$105.00
Senior Landscape Designer	\$ 70.00	- \$ 95.00
Landscape Designer	\$ 55.00	- \$ 75.00
<u>Planners</u>		
Principal/Officer – Land Planner	\$150.00	- \$230.00
Planning Department Manager	\$100.00	- \$140.00
Senior Planner	\$ 85.00	- \$160.00
Planning Project Manager	\$ 70.00	- \$100.00
Professional Planner	\$ 70.00	- \$ 90.00
Senior Site Planner	\$ 70.00	- \$ 95.00
Project Planner	\$ 50.00	- \$ 75.00
Site Planner	\$ 45.00	- \$ 75.00

Standard Hourly Rate Schedule
(Valid through December 31, 2016)

	<u>Range</u>	
<u>Administration</u>		
Programmer / Web Designer	\$100.00	- \$160.00
Executive Administrative Assistant	\$ 65.00	- \$ 95.00
Senior Administrative Assistant	\$ 65.00	- \$ 95.00
Administrative Assistant	\$ 50.00	- \$ 60.00
Office Assistant	\$ 35.00	- \$ 45.00
<u>Construction Engineering & Inspection (CE&I)</u>		
Senior Project Engineer	\$160.00	- \$265.00
Project Administrator	\$140.00	- \$210.00
Assistant Project Administrator	\$105.00	- \$125.00
Senior Inspector	\$ 85.00	- \$115.00
Inspector	\$ 70.00	- \$ 90.00
Inspector Aid	\$ 45.00	- \$ 65.00
CEI Secretary	\$ 50.00	- \$ 60.00
Contract Support Specialist	\$100.00	- \$120.00
Associate Contract Support Specialist	\$ 70.00	- \$ 90.00
Resident Compliance Specialist	\$ 60.00	- \$ 80.00

Reimbursable Expenses

Reimbursable expenses include, but are not limited to:

Courier Service	Government Permitting Fees
Maps / GIS Data	Prints, Copies, Plots, Plans
Mileage, Parking, Tolls	Subconsultant Fees
Postage and Overnight Mail	Telephone/Conferencing
Travel (lodging, rental car, per diem)	Miscellaneous Services