

City of South Pasadena

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#### AGENDA

ADMINISTRATIVE WORKSHOP SOUTH PASADENA, FLORIDA TUESDAY, JANUARY 21, 2025 COMMISSION CHAMBERS 9:00 A.M.

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

#### DISCUSSION ITEMS

- Firefighters' Pension Board Appointments
- Hurricane Recovery Update

ADJOURN

Carley Lewis

Carley Lewis, City Clerk

This meeting is open to the public. Ordinances may be inspected by the public in the office of the City Clerk at City Hall from 8:00 a.m. to 4:00 p.m. Monday through Friday with the exception of holidays. Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of South Pasadena is committed to providing reasonable accommodation for access for the disabled. In accordance with the Americans with Disabilities Act and F.S. 286.26, anyone needing assistance with regard to this meeting should contact the City Clerk's Office in writing at least 48 hours prior to the meeting. For more information or assistance please contact the City Clerk's office at 727-347-4171.

# **MARChitects**

City of South Pasadena Carley Lewis & David Mixson City Clerk / Administrator 7047 Sunset Dr S South Pasadena, FL 33707

January 2, 2025

Ref: City Hall Feasibility Study

Wannemacher Jensen Architects, Inc. (Architect) is pleased to submit this proposal to provide design services for the City of South Pasadena (Client). This proposal is based upon the following assumptions.

# **Project Description/Information**

Location: 7047 Sunset Dr S, South Pasadena, FL 33707

## Project information, Program and Physical Characteristics:

The City is seeking services to assess the state of the current City Hall building after flooding from recent storm events and establish options regarding the renovation or reconstruction of the building. The City is requesting a rough order of magnitude (R.O.M.) budget for and a programming study to establish future space and parking needs. Optional services include FEMA floodplain research and possible CLOMAR or LOMAR generation for reduced Base Flood Elevation (B.F.E.)

## **Scope of Proposed Services**

## **Task 1: Existing Building Evaluation**

The scope of work scope will include a site visit to survey the condition of existing visible/accessible MEP/FP, Structural and Architectural systems, evaluate and assess those systems, prepare and issue a report of findings that discusses the overall general condition of equipment, a MEP engineer's opinion of overall serviceability / longevity as well as recommendations for remedial repair or replacement.

## Task 2: Establish Programming & Parking Requirements for Future Use

The Architect will meet with City staff to establish current and future space needs to assist in the development of a conceptual Floor Plan and Site Plan. Up to two (2) meetings are included with this task.

## **Task 3: FEMA Floodplain Evaluation**

Understanding that the existing City Hall building is planned for renovation or a rebuild, the project design team is exploring opportunities to reduce the project's exposure to flood hazards and higher base flood elevations as well as making the project more accessible from the adjacent roadways and pedestrian accesses. In order to adjust the flood base flood elevation (BFE), a flood map revision (LOMC) effort is needed which involves a site-specific coastal analysis per the guidance established

by FEMA. There are two different ways to accomplish the flood map revision. We will conduct a feasibility study to determine which method is appropriate as Phase 1.

The first option is a single step and it's known as a LOMR (Letter of Map Revision) which includes a site-specific coastal analysis to warrant an adjustment to the flood hazard area designations based on existing conditions. The second option is a CLOMR (Conditional Letter of Map Revision) requiring improvements and a pre- and post- permitting effort to complete the flood map revision. The CLOMR provides the analysis of the proposed improvement and the resulting flood zone mapping. Once FEMA has deemed the proposed improvements acceptable, the CLOMR will be issued. Once the improvements are constructed and verified with the CLOMR analysis, the as-built plans and supporting information are provided to FEMA with a Letter of Map Revision (LOMR), which will physically revise the flood zone boundaries on the flood map.

In order to verify existing flood conditions and solidify the proper approach for a successful flood map revision effort, a Phase 1: Feasibility Study is proposed as an initial step in the effort. The initial step will include an initial coastal analysis to determine the 100-year event wave conditions occurring at the project site and determine which approach is necessary to achieve a potential flood map revision effort with the lowest attainable BFE.

We propose to provide the following services:

I. Coastal Evaluation and LOMR Feasibility Study

- 1.Conduct one (1) site visit to document existing conditions and obtain available topographic information for cross-sections which transect the subject property and align the cross-section location within the FEMA coastal model.
- 2.Gather pertinent information related to current FEMA Coastal Analysis, surge data and initial wave conditions for the project location.
- 3. Modify the respective coastal cross-section/transect to more accurately reflect the existing conditions.
- 4.Execute coastal analysis model for one (1) transect to determine the site-specific 100-year wave conditions at the project site.
- 5.Document resulting wave heights, flood elevations and determine if viable site improvements are needed to achieve the lowest attainable BFE. Determine the target elevation and parameters for subject site improvements.
- 6.Provide summary of analysis and results to Project team and client for review and consideration. Provide recommendation on next steps in process.

Note: The above scope of services will be provided under the direction of a Certified Floodplain Manager (CFM).

Based on the evaluation in tasks 1-3, the City and Architect will proceed with the appropriate option(s) below.

#### Task 4: Renovation Conceptual Design (Option 1)

If it is determined that renovating the existing building is a viable option, the Architect will produce a conceptual Floor Plan of the proposed program established in the previous Task 2 as well as a parking requirement evaluation and recommendation. Up to two (2) meetings are included with this task.

The Architect will prepare an Estimate of Probable Construction Cost (EOPCC) for the renovation option. The deliverables shall include:

• A schedule of values depicting the probable cost associated with each element broken down into CSI Divisions.

• A narrative providing clarifications and describing any assumptions made to arrive at the probable cost.

## Task 5: Demo & New Build Conceptual Design (Option 2)

If it is determined that renovating the existing building is a not a viable option, the Architect will produce a conceptual Floor Plan of the proposed program established in the previous Task 2 as well as Site Plan. Up to two (2) meetings are included with this task.

The Architect will prepare an Estimate of Probable Construction Cost (EOPCC) for the new build option. The deliverables shall include:

• A schedule of values depicting the probable cost associated with each element broken down into CSI Divisions.

• A narrative providing clarifications and describing any assumptions made to arrive at the probable cost.

#### **PROPOSED FEES:**

The following is a summary of the total fees for all services listed above.

Task	Proposed Services	Total Fee
Task 1	Existing Building Evaluation	\$33,800
Task 2	Establish Programming & Parking Requirements	\$7,200
Task 3	FEMA Floodplain Evaluation	\$4,312
	Subtotal	\$45,312
Task 4	Renovation Conceptual Design (Option 1)	\$14,595
Task 5	Demo & New Build Conceptual Design (Option 2)	\$16,492
	Estimated Reimbursable Expenses (Allowance)	\$2,000

#### **Reimbursable Expenses**

Reimbursable expenses are in addition to compensation for Basic and Supplemental, and Additional Services and include expenses incurred by the design team directly related to the Project. Compensation for reimbursable expenses shall be the cost of expenses incurred plus 10%. Reimbursable expenses include but are not limited to:

- 1. Printing and Plotting costs incurred by the A/E Design Team for review, team distribution, and Bid & Permit Documents.
- 2. Courier, Mail and Delivery.
- 3. Transportation and travel
- 4. Presentation materials
- 5. Other similar Project-related expenditures

The Reimbursable Expenses is an estimate and may not cover all reimbursable expenses necessary to either meet the Client's or Project's needs. Contrarily, the full estimated amount may not be required. Unused reimbursable expense allowance will not be billed to the Client.

## The Following Services Are Not Included Within This Fee:

- Full Design Services (Schematic Design, Design Development, Construction Documents, Bidding/Permitting, Construction Administration)
- Application fees and fees paid to secure approval from authorities with jurisdiction over the Project
- Master Planning
- Multiple Preliminary Designs
- Soils Investigations/Reports
- Surveys -Topographic/Boundary/Vegetation/Improvements/Utilities
- Civil Engineering
- Measured Drawings of Existing Facilities
- Existing Facilities Analysis
- Asbestos Consultation/Surveys
- Environmental Assessments
- Historic Preservation
- Grant Assistance or Applications
- Development/Neighborhood/Board Review Applications or Presentations
- Public Meetings or Presentations
- Traffic Analysis
- Existing Site Utility Infrastructure Improvements
- Fire Protection or Fire Alarm Design
- Site Lighting Design
- Landscape Architecture & Irrigation Design
- Interior Design
  - Interior finish selections (color/material)
  - Furniture, Fixtures, and Equipment design or selection.
  - o Signage
  - Millwork or Casework Design
  - Specialty ceiling materials, finishes and lighting selections.
  - o Selection of specialty lighting fixtures
- Specialty Design/Consultants: Data/Telephone Communications; Cost/Scheduling; Electronic/Audio Visual; Elevator; Food Service; Hazardous Material; Hospital/Laboratory; Indoor Air Quality; Quality Control; Theater/Acoustical; Security
- Coordination of Client's Consultants
- Life Cycle Cost and/or Energy (FLEET) Analysis
- LEED or similar Green Design, Consultation, or Certification
- Solar/Photovoltaic Design or Consultation
- Graphic and Signage Design
- Detailed Cost Estimates
- Value Analysis or Value Engineering

- Documents Prepared for: Alternate Bids Requested by Client, Change Orders, Multiple Construction Contracts, Record Documents/As-Builts
- Prolonged Construction Contract Administration Services
- Construction Phasing or Multiple Bid Submissions
- Threshold Inspections
- Project Representation During Construction Beyond periodic inspection
- Additional Construction Contract Administration Services for Multiple Contracts
- Building Commissioning and Training Services
- Post Occupancy Inspections/ Evaluations
- Renderings/Models/Videos
- Changes to Scope, Size or Complexity
- Revisions to Previously Approved Documents
- Client requested insurance in excess of that normally carried by the Architect or Architect's Consultants

Thanks for the opportunity to propose services for your project. Your signature below will indicate your approval of the Scope of Services, Proposed Fees, and General Stipulations. Please sign, date, and return one copy of this Agreement.

Wannemacher Jensen Architects, Inc.

Approved (Client):

Jason Jensen, AIA, LEED AP, Principal

Signature

Date

Printed Name

This Agreement is entered into as of the date signed above by Client.

## **General Stipulations**

#### **Additional Services Compensation**

Additional Services may be provided after execution of this Agreement without invalidating this Agreement. Additional work outside of the scope stated herein will be billed at hourly rates below or negotiated as a lump sum at the time of the request.

- 1. If the construction budget or size of the project provided in the Project Description/Information is increased, then an additional A/E fee shall be applied for the increased budget amount.
- 2. Meetings or Site Visits exceeding the limits identified in the Scope of Work.
- 3. Construction Administration duration exceeding the limits identified in the Scope of Work.
- 4. Additional Services of the Architect's consultants shall be the amount invoiced to the Architect plus 15%.

Hourly Rate Schedule	
Project Executive/CEO	\$295.00
Principal	\$265.00
Director	\$225.00
Senior Project Manager/Senior Architect	\$200.00
Project Manager/Architect	\$180.00
Senior Interior Designer	\$175.00
Project Coordinator	\$165.00
Interior Designer	\$160.00
Architectural Designer	\$145.00
Interiors Associate	\$125.00
Junior Designer	\$105.00
Administrative	\$95.00

#### **Payment Provisions**

- 1. Invoices will be prepared monthly and reflect progress to date. (15 days net).
- 2. Amounts unpaid 30 days from the invoice date are subject to 1.5% interest 18% annually.
- 3. If payment is not received within 30 days of invoice submission, Architect may stop work on the project until payment is received. Architect shall not be responsible for any schedule delays or consequential damages due to a stop of work due to late payment.

#### **Agreement Provisions**

1. This agreement is valid for 90 days. If not accepted by Client within 90 days of the agreement date, fees and hourly rates may need to be adjusted.

## **Client's Responsibility**

- Unless identified and included in the Scope of Work and Proposed Fees, the Client is responsible for providing all project information and restrictions including written program requirements, surveys, utilities, geotechnical evaluations, flood elevation certificates, easements, deed restriction, local ordinances, legal issues, etc. that need to be considered for the design of the project. Program requirements shall include space requirements and relationships, special equipment, systems, and other objectives and requirements.
- 2. Client shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the progress and schedule of the Architect's services.

3. Client shall provide the Architect and its Consultants access to the Project site as reasonably required.

## **Project Construction and Construction Administration**

- 1. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Construction, nor shall the Architect be responsible for the Contractor's failure to perform the Construction in accordance with the requirements of the Construction Documents.
- 2. The Architect's review of Contractor's submittals shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

#### Copyright

The Architect and its Consultants shall be deemed the authors and owners of their respective drawings, specifications, renderings, and other documents and shall retain all common law, statutory, and other rights, including copyrights.

#### **Promotional Materials**

The Architect shall have the right to include photographic or design representations of the project as promotional and professional materials. Reasonable access to the completed project shall be given to the Architect and its consultants. Information and materials identified by the Client in writing as confidential or proprietary shall not be included in the promotional materials. The Client shall provide professional credit for the Architect in the Client's promotional materials and in all news related releases referring to the Project.

#### Insurance

The Architect maintains the following insurance coverages. If the Client requires coverage in addition to the types and limits set forth below, the Client shall pay the Architect the total additional cost to Architect plus 5%.

- Commercial General Liability: \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.
- Automobile Liability: \$1,000,000 for each accident
- Umbrella Liability: \$5,000,000 for each occurrence; \$5,000,000 in the aggregate.
- Workers' Compensation at statutory limits.
- Employers' Liability: \$1,000,000 for each accident, \$1,000,000 for each employee, \$1,000,000 policy limit.
- Professional Liability: \$4,000,000 per claim; \$4,000,000 in the aggregate.

## **Termination and Suspension**

- 1. Architect or Client may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.
- 2. If the Client fails to make payments to the Architect in accordance with this agreement, such failure shall be considered substantial failure and cause for termination or suspension of services.
- 3. If the Client suspends the Project for more than 90 cumulative days, the Architect shall be compensated for all services performed prior suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the

Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

#### Applicable Law

This Agreement shall be governed by the law of the State of Florida.

#### **Dispute Resolution**

The Client and Architect will attempt, in good faith, to resolve any question, dispute, misunderstanding, controversy or claim arising out of or relating to this Agreement promptly by negotiation between designated executives of the respective parties with authority to agree to a resolution. If the Dispute has not been resolved within thirty (30) days of the initial meeting of the executives (which may be extended by mutual written agreement) then all claims, counterclaims, disputes, and other matters in question arising out of or related to this Agreement or the breach thereof shall be resolved by mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

#### **Limitation of Liability**

In recognition of the relative risks, rewards and benefits of the project to Wannemacher Jensen Architects, Inc. and their consultants, the risks have been allocated such that Client agrees that, to the fullest extent permitted by law, Wannemacher Jensen Architects, Inc. total liability to Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause shall not exceed the said fees for the individual project. Such causes include Wannemacher Jensen Architects, Inc. negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

#### **Electronic Signatures**

The Client and Architect agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

#### **Entire Agreement**

This Agreement along with any exhibits constitutes the entire agreement between the Architect and Client and supersede all representations or previous communications, negotiations, proposals, representations, conditions, promises, or agreement, either written or oral.

Pursuant to Florida State Statute 558.0035, an individual employee or agent of the Design Professional may not be held individually liable for negligence.