

additional services #5



Date: Revised June 24, 2022

To: Michael O'Dell
Asst. Planning, Zoning & Building Director

Urban Planning and Design
Landscape Architecture
Communication Graphics

From: Collene Walter, Principal *CW*
Ken Tuma, Managing Principal *KT*

PROJECT NAME: VILLAGE OF WELLINGTON TOWN CENTER
PHASE III PLANNING STUDY

UDS REF. #18-043.002

DESCRIPTION OF SERVICES: This Additional Services Authorization is for continuing services that the Consultant, and other professionals retained by the Consultant for this project on Client's behalf and known as the "**Consultant Team**", will provide to perform professional services to continue to assist with the planning and preliminary design for Phase III at Wellington Town Center.

Phase III is understood to be that area of the project in the southern portion of the site supporting the aquatics center and the Lake Wellington Professional Center, Ken Adams Way and the lake front. Additional considerations will include interface and opportunities afforded by the adjacent properties and Chancellor Drive. The focus of the planning study will be to refine the anticipated development program for this area of the Town Center, addressing enhancements to the lakefront, access and parking possibilities, and to prepare conceptual plans exploring the design and program options available. As part of the planning and design effort, meetings will be held with stakeholders to discuss joint planning opportunities.

The scope of services to be provided by UDS are provide below. A description of the scope of services to be provided by Simmons and White, Inc. is attached herewith and made a part of this proposal.

SCOPE OF SERVICES

- Attend initial and subsequent meetings with Village's Project Manager and Consultant Team during the planning study and conceptual design effort, and discuss status of considerations regarding the aquatic center, professional center and PBSO Sub-station;
- Evaluate previously identified program and site design, discuss changes and new development options and their potential interface with adjacent properties;
- Attendance at up to four (4) meetings with adjacent property owner(s) to assist in the discussion and design for potential for off-site integration and connectivity to Town Center, roadway alignment, buffering and complementary development opportunities;

- Recommend refinement to program and improvements, and assist in the comprehensive evaluation of program impacts on the roadways, parking needs study, connectivity, buffering and locations of uses;
- Review the as-built survey and coordinate with Project Engineer to develop a base plan for conceptual design for Phase III;
- Preparation of up to four (4) conceptual plans based on the programs identified above and input from the Client and Consultant Team to include amenities, drainage, proposed vehicular circulation, proposed pedestrian and bicycle circulation systems, parking, buffering and improvements on site, and/or development opportunities with adjacent properties;
- Prepare cross sections of buffers and roadway improvement studies to seek consensus and incorporate into conceptual plans;
- Prepare a conceptual wayfinding sign location plan. Does not include details for signage;
- Coordinate and attend up to three (3) design workshops with Village Staff, the Consultant Team and/or stakeholders to review conceptual plans and discuss preferred option; and
- Prepare a high-level opinion of cost for the proposed landscape and amenity improvements.

FEES

This contract is presented based on a "Lump Sum" basis for the professional services included.

Urban Design Studio.....	\$ 26,254.00
Simmons & White.....	\$ 26,990.00
Total	\$ 53,244.00

The fee provided does not include responding to any changes in scope of work or major 'unforeseen' occurrences that would require modifications to the contract or additional resources or man-hours above those identified herein. Any major changes to the Scope of Services requested by the Client or required by the reviewing authorities which are outside of the Scope provided in the proposals attached must be authorized by the Client prior to those services being rendered.

REIMBURSABLE EXPENSES

The Client will be responsible for compensation for reimbursable expenses from UDS and Team Consultants up to the established budget amount.

TOTAL REIMBURSABLE BUDGET \$3,000.00

Thank you for the opportunity to provide you with this proposal for professional services. If you have any questions regarding the professional services proposed, please feel free to contact me.

APPROVED and ACCEPTED THIS _____

DAY OF _____, 2022.

- Authorization is required prior to services being rendered
- Original Terms apply

Signature

Authorized Agent

Attachments: UDS Summary of Labor Hours
Simmons & White Proposal dated revised June 24, 2022

Task	Task Description		Principal		Licensed Landscape Architect		Senior Urban Planner		Urban Planner		Landscape Designer		CADD Technician		Clerical	
	Hourly Rate		\$164		\$125		\$100		\$90		\$95		\$69		\$53	
Planning Study	Attend initial and subsequent meetings with Village's Project Manager and Consultant Team during the planning study and conceptual design effort, and discuss status of considerations regarding the aquatic center, professional center and PBSO Sub-station;	8	\$1,312	8	\$1,000		\$0		\$0		\$0		\$0		\$0	
	Evaluate previously identified program and site design, discuss changes and new development options and their potential interface with adjacent properties;	4	\$656	8	\$1,000		\$0		\$0		\$0		\$0		\$0	
	Attendance at up to four (4) meetings with adjacent property owner(s) to assist in the discussion and design for potential for off-site integration and connectivity to Town Center, roadway alignment, buffering and complementary development opportunities;	12	\$1,968	12	\$1,500		\$0		\$0		\$0		\$0		\$0	
	Recommend refinement to program and improvements, and assist in the comprehensive evaluation of program impacts on the roadways, parking needs study, connectivity, buffering and locations of uses;	8	\$1,312	12	\$1,500		\$0		\$0		\$0		\$0		\$0	
	Review the as-built survey and coordinate with Project Engineer to develop a base plan for conceptual design for Phase III;		\$0	8	\$1,000		\$0		\$0		\$0		\$0		\$0	
	Preparation of up to four (4) conceptual plans based on the programs identified above and input from the Client and Consultant Team to include amenities, drainage, proposed vehicular circulation, proposed pedestrian and bicycle circulation systems, parking, buffering and improvements on site, and/or development opportunities with adjacent properties;	8	\$1,312	40	\$5,000		\$0		\$0		\$0		\$0		\$0	
	Prepare cross sections of buffers and roadway improvement studies to seek consensus and incorporate into conceptual plans;	2	\$328	8	\$1,000		\$0		\$0		\$0		\$0		\$0	
	Prepare a conceptual wayfinding sign location plan. Does not include details for signage;	2	\$328	8	\$1,000		\$0		\$0		\$0		\$0		\$0	
	Coordinate and attend up to three (3) design workshops with Village Staff, the Consultant Team and/or stakeholders to review conceptual plans and discuss preferred option; and	13	\$2,132	18	\$2,250		\$0		\$0		\$0		\$0		\$0	
	Prepare a high-level opinion of cost for the proposed landscape and amenity improvements.	4	\$656	8	\$1,000		\$0		\$0		\$0		\$0		\$0	
TOTAL			\$10,004		\$16,250		\$0		\$0		\$0		\$0		\$0	\$26,254



June 17, 2022
Revised 06/24/2022

Urban Design Studio
610 Clematis Street
Suite CU02
West Palm Beach, Florida 33401

Attention: Ms. Collene Walter

Reference: Phase 3 - Wellington Town Center
Village of Wellington, Florida

Dear Ms. Walter:

We are pleased to submit the following proposal for professional services in connection with conceptual design and due diligence review in connection with Phase 3 Wellington Town Center. Simmons & White, Inc., hereinafter referred to as the Consultant, proposes to furnish professional services for Urban Design Studio (UDS), hereinafter referred to as the Client of the scope outlined below for the fees stipulated herein.

Scope of Services

The Consultant will perform the following:

I. SCHEMATIC DESIGN

1. Coordinate and attend one (1) conceptual design workshop with UDS, the Village's Project Manager and project design team to confirm proposed program, and discuss refinement of the layout provided by the Village for the proposed plan of development.
2. Attend meetings with the Village of Wellington's project manager, project design team and stakeholder meetings to assist in discussion and design of the overall project development.
3. Based on the design workshop and input from the Village of Wellington, coordinate with UDS to assist in the development of a refined Schematic Design Plan.

 Int.

Scope of Services (Continued)

4. Prepare one (1) Preliminary Engineer's Opinion of Probably Cost based on Conceptual Plan selected by the Village of Wellington.

II. DUE DILIGENCE & WATER MANAGEMENT DESIGN

5. Based on the Schematic Design Plan, perform a preliminary feasibility review of the subject parcel regarding potential site development for Phase 3 Wellington Town Center. Provide Client with a Due Diligence Summary Report addressing site development feasibility, traffic and civil engineering issues. The Due Diligence review/summary will include the following items:

A. Development Process Overview

- Outline major civil and traffic engineering issues associated with the planned development of the site.
- Make recommendations regarding additional site and regulatory investigations required.
- Identify governmental agency reviews required for the proposed project.
- Outline review and approval processes for proposed project

B. Site Conditions

- Prepare a description of site including adjoining uses and roads, size, general nature of the topography, including slopes and terrain (based on existing Topographic Survey provided by Client).
- Describe conditions existing on the site including existing or prior approvals or construction, storm water management facilities, utilities, uses and access to the site.

C. Access & Traffic Capacity

- Discuss the access to the site.
- Identify possible off-site roadway improvements including turn lanes, roadway alternatives, deceleration lanes and signalization.
- Discuss parking availability based on Shared Parking Study results.

Scope of Services (Continued)

D. Storm Drainage

- Provide storm water management system design criteria including South Florida Water Management District requirements.
- Identify point of legal positive outfall for proposed project and any constraints.
- Review surrounding area and determine if project site is part of a larger permitted development.
- Confirm FEMA flood zone elevation/requirements for proposed development.

E. Utility Availability

- Identify the availability of the water and wastewater utilities for the planned development.
- Review location of existing water and sewer service.
- Meet/discuss with representatives of Village of Wellington Utilities Department to identify potential system modifications/over sizing and overall service to the project.

F. Fire Protection

- Identify minimum requirements for fire protection for proposed development.

NOTE: It is assumed the Client's Geotechnical Engineer and Environmental Consultant will review soil suitability and environmental issues including but not limited to Phase I and Phase II Environmental Studies, wetland determination and potential contamination.

6. Utilize existing Surveys, Geotechnical Report, available/existing Construction Plans, As-Built Plans/Record Drawings and other available data to prepare Preliminary Water Management Calculations based on proposed Schematic Plan.

Scope of Services (Continued)

NOTE: The results of the Preliminary Water Management Calculations (based on proposed land use, existing topography, and a geotechnical report to be provided by Client) may affect the Site Plan and the need for additional dedicated water management areas (i.e. dry detention and/or lake) and/or perimeter retaining walls. The budget provided for this Item assumes calculations will be performed for one Site Plan scenario (not multiple iterations or multiple Site Plan scenarios). If iterations are required to establish an approvable plan of development, this budget may be exceeded. The calculations included in this Item are to address the minimum criteria per current codes. If the Client wishes to achieve a higher level of service with regard to drainage, Client shall notify Consultant prior to commencement of the calculations. No groundwater modeling is included in this Item.

7. Prepare a Shared Parking Study based on Conceptual Plan selected by the Village of Wellington.
8. Reimbursable items for direct expenses including, but not limited to, printing, postage, courier (flat fee of \$25.00 for distances less than 100 miles), FedEx, mileage at the rate of \$0.585/mile and reproduction.
9. Additional services requested by the Client and agreed to by the Consultant.

NOTE: A formal proposal for the preparation of Design Development Plans will be submitted following the Schematic Design and Due Diligence process, if requested.

Items to be Furnished by the Client
at No Expense to the Consultant

Assist the Consultant by placing at his disposal all available pertinent information relative to the project.

Furnish at no cost to the Consultant:

1. All permit application and governmental fees and any required bonds/surety.

 Int.

Items to be Furnished by the Client
at No Expense to the Consultant (Continued)

2. Accurate Site Plan in .dwg format.
3. Soil borings and analysis, if required.
4. All surveying including, but not limited to, property, boundary (tied to State Plane Coordinates), easement, right of way, topographic, permanent reference monuments, permanent control points, utility surveys, property descriptions and construction staking, As-built surveys of constructed improvements, and existing utility locations on and adjacent to the property including but not limited to FP&L, AT&T, Cable T.V. & Gas. It is highly recommended that the Client's Surveyor contact "No Cuts" prior to performing survey so that all existing franchise utilities can be shown on the survey to avoid field conflicts during construction.
5. Specific architectural details such as standard Village of Wellington paver surface details and specifications, handicap entrances and access points, or other items to be shown on the plans for information purposes.
6. Proposed utility routes for FP&L, telephone, Cable T.V., gas, irrigation, lighting, etc. may be required for the proposed development. This coordination effort is assumed to be provided by the Client or their representatives. Consultant will provide coordination as requested or required to insure there are no conflicts with the proposed site infrastructure (paving, drainage, water and wastewater) on an hourly basis. The proposed utility routes need to be provided as soon as possible to allow Consultant to coordinate the infrastructure design.

In addition to the above, other special data, all of which the Consultant will rely upon in performing services.

It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by the Engineer without independent verification of the same.

 Int.

Time of Performance

The Scope of Services will be completed within a time frame to be mutually agreed upon except for delays beyond the control of the Consultant.

Fees to be Paid

The Consultant shall be paid the following lump sum fees for the Items in the Scope of Services (see Attachment “A” for breakdown of fees):

Items 1-4 – Schematic Design	=	\$11,205.00
Items 5-7 – Due Diligence & Preliminary Water Management Design	=	\$15,785.00
Item 8 – Reimbursable Expenses	=	\$ 2,000.00 (not to exceed)

Based on Item 8 above, the Consultant shall be reimbursed for direct expenses including, but not limited to, automobile travel at \$.62.5 per mile (IRS mileage rate), printing, postage, courier (flat fee of \$25.00 for distances less than 100 miles) and reproduction but will not exceed \$2,000.00. The above fees are subject to increase one year from the date of this proposal.

Payments shall be made upon monthly billing, payable within 21 days from the date of invoice. Any billing dispute or discrepancy shall be set forth in writing and delivered to Simmons & White, Inc. prior to the due date for payment. Any matter not set forth in writing and delivered prior to the due date shall be deemed waived and the invoice shall be deemed correct and due in full. Past due payments shall include interest from the date of invoice at a simple interest rate of 1-1/2 percent per month.

In the event any invoice or any portion thereof remains unpaid for more than forty-five (45) days following the invoice date, the Consultant may initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorney’s fees and other expenses related to the proceeding. Such expenses shall include, but not be limited to the cost, determined by the Consultant’s normal hourly billing rates, of the time devoted to such proceeding by its employees.

Estimates

Consultant's opinions of probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant. If Client requires greater assurance as to probable Construction Cost, Client must employ an independent cost estimator.

Termination

This Agreement may be terminated by either party by giving three (3) days advance written notice. The Consultant shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.

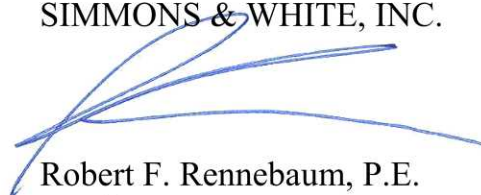
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Acceptance

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of this proposal, along with Item 1 under “Items to be Furnished by the Client,” returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. (By their signature, the Client certifies that they have sufficient funds reserved to pay for these professional services.) Should this proposal not be accepted within a period of 60 days from the above date, it shall become null and void.

Very truly yours,

SIMMONS & WHITE, INC.



Robert F. Rennebaum, P.E.
President

Accepted by:

Urban Design Studio

Signature:  _____

Company/Individual: Urban Design Studio, Kenneth Tuma

Title: Managing Principal/ Contract Manager

Date: June 27, 2022

ATTACHMENT “A”

Items 1-4 – Schematic Design

Civil Principal \$180.00	Civil Senior Engineer \$150.00	Civil Senior Technician \$115.00	Civil Clerical \$60.00
25 Hours	30 Hours	15 Hours	8 Hours
\$4,500.00	\$4,500.00	\$1,725.00	\$480.00

Sub-Total = \$11,205.00

Items 5-7 – Due Diligence & Preliminary Water Management Calculations

Civil Principal \$180.00	Senior Traffic Engineer \$160.00	Civil Senior Engineer \$150.00	Civil Senior Technician \$115.00	Civil Clerical \$60.00
14 Hours	16 Hours	50 Hours	25 Hours	10 Hours
\$2,250.00	\$2,560.00	\$7,500.00	\$2,875.00	\$600.00

Sub-Total = \$15,785.00

GRAND TOTAL = \$26,990.00