



November 13, 2024

Mr. Dale L. Martin
City Manager
City of Flagler Beach
PO Box 70
105 South Second Street
Flagler Beach, FL 32136

**Re: City of Flagler Beach - Wickline Park Master Planning
Flagler, FL**

Dear Mr. Martin:

Catalyst Design Group (Consultant/CDG) is pleased to submit this proposal to the City of Flagler Beach (Client/Owner) to assist with the master planning of Wickline Park (Project) as reflected in Exhibit C and located at the intersection of South Daytona Avenue and South 8th Street. It is understood that the existing park includes the following program:

- Playground (funded for replacement by FDRAP Grant)
- Fitness Circuit
- City Library Building
- City Building and Planning Department Building and Community Center/Church Building
- Tennis/Temporary Pickleball Courts
- Basketball Court
- Volleyball Court
- Boardwalk (Matanzas River and Betty Stefik Park destinations)
- 2 Group Picnic Pavilions
- 1 Picnic Pavilion
- Restroom Building
- Stormwater Swales

The Client shall provide a base plan for the master planning effort. The base plan should include the following information as available:

- Survey, Architectural and Civil Engineering in CAD format compatible with AutoCAD release 2018.
- Boundary
- Topography
- Site survey
- Tree survey
- Existing Conceptual Designs
- Available As-built Drawings

If base information is not available, CDG will utilize readily available GIS data, aerial imagery, and property appraiser mapping for base preparation.

These services will be provided consistent with our general terms and conditions as reflected in Exhibits A&B.

BASE DESIGN SERVICES

Master Planning Phase

- CDG has visited the Project site one (1) time in preparation for the RFP submittal and based upon that visit, the instructions provided in the City’s RFP and a subsequent virtual meeting, will assemble base information in preparation for a design charrette.
- Based upon the discussion of the virtual meeting, CDG will collect precedent imagery for use at the design charrette as programming and design inspiration.
- CDG will participate in a one (1) day design charrette with the Client in order to further our understanding of the goals, objectives and desired programing for the Project. The Client shall be responsible for organizing the venue and inviting Parks Committee/key stakeholders. The preliminary agenda for the charrette is as follows:
 - 9 am – 10 am Design Team Site Visit
 - 10 am – 11 am Programming Discussion (City Staff, Parks Committee Members/Key Stakeholders)
 - 11 am – 4 pm (working lunch) Design Session
 - 4 pm – 5 pm Design Pinup Review
 - 6 pm – 7:30 pm Public Input
 - Sign in Station
 - Introduction/Project Overview
 - Why We Are Here
 - Design Session Outcome Walkthrough Presentation
 - Breakout
 - Design Session Conceptual Site Plan (Station 1)
 - Precedent Imagery Red Dot/Green Dot Exercise (Station 2)
- Based upon input received during the charrette, CDG will develop a conceptual design in illustrative line drawing format for the park at a scale sufficient to convey the design intent.
- CDG will participate in one (1) virtual meeting to review the illustrated line drawing.
- Based upon input received, CDG will develop a final illustrative conceptual master plan for the Project rendered in Photoshop and provide supporting precedent imagery board.
- CDG will provide an estimate of probable construction costs.

FEES

Master Planning Phase	\$19,650
Total	\$19,650

Note: Final fees are subject to reduction based upon Client’s desire for public involvement activities at the time of the charrette. Additional public involvement and/or City Commission presentations may be added if desired with adjustments to the scope and fee.

Included in the above fees are reimbursable expenses incurred on the project’s behalf, including printing, plotting, photocopies, reproduction, postage, long distance telephone, mileage, express mail or courier services. Capacity and impact fees associated with application filings shall be the responsibility of the owner. We will bill monthly for all work performed and expenses incurred on the project’s behalf. Unpaid

invoices after 30 days will accrue service charges at 1½% per month and include any costs of collections and reasonable attorney's fees.

Services that may be required, which Catalyst Design Group and/or their sub-consultants, can provide, but are not part of this proposal include:

- Illustrative renderings beyond those identified.
- Additional meetings, presentations and site visits
- 3D modeling
- Additional Public Involvement
- Stormwater Engineering
- Electrical Engineering
- Construction Documents
- Grant pursuit, applications or submittals
- Permitting
- Construction Phase Services
- Site Survey
- Zoning changes, appeals, neighborhood meetings to review elements of design or approvals, easement documents, rendered plans, or other related services.
- Detailed Opinions of Probable Construction Costs or alternative analysis of designs with respect to layout, grading and drainage studies to balance earthwork.
- Value engineering phase services and/or sustained bidding and contractor negotiation coordination which requires RFI responses and drawing revisions beyond the normal progression of design.
- Revisions in drawings or other documents when such revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within the control of Catalyst Design Group.

We would be happy to provide or coordinate the acquisition of any of these services as requested by you as an additional service.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this exciting project. If this proposal is acceptable, please sign one copy to our office.

Best Regards,

Catalyst Design Group



Bruce C. Hall, PLA, ASLA
Principal Landscape Architect



Tim Salka, PLA, ASLA
Project Manager/Senior Landscape Architect

Exhibit A - Terms & Conditions
Exhibit B – Schedule of Hourly Rates
Exhibit C - Project Site

Agreed by:

Name

Date

Title

Company



Exhibit A

STANDARD CONTRACT TERMS AND CONDITIONS

I. GENERAL CONDITIONS:

- A. CONSULTANT, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the PROJECT.
- B. In consideration of the substantial risks to the CONSULTANT in rendering professional services in connection with this PROJECT, the CLIENT agrees to the fullest extent permitted by law, to limit the liability of the CONSULTANT and CONSULTANT'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, and damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and its sub-consultants to all those named shall not exceed \$50,000 or the amount of the CONSULTANT'S total charges for services rendered on project, whichever is greater. Such claims and causes include, but are not limited to, negligence, professional negligence, strict liability, or breach of contract.
- C. CONSULTANT shall not be responsible for acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written or verbal recommendation issued by CONSULTANT except for specific design specifications.
- D. If Construction Observation services are in the CONSULTANT'S scope of services, said services shall be performed in general conformance with customary services as described in Section II.A and will include site visits at intervals appropriate to the various stages of construction as the CONSULTANT deems necessary to determine if the work is proceeding in general accordance with the Contract Documents. CONSULTANT shall not be required, nor expected, to make exhaustive or continuous onsite inspections to check the quality or quantity of the work, and CONSULTANT shall be required to report to CLIENT only those defects in the work which CONSULTANT actually observes. CONSULTANT shall not be liable for any defects or deficiencies, and CLIENT hereby releases CONSULTANT from all damages resulting from said defects or deficiencies. The CONSULTANT shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the Contractor's safety precautions or programs in connection with the Work.
- E. If a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use non-binding mediation before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. All questions as to the interpretation or enforceability of this Agreement shall be governed in accordance with the laws of Tennessee. In the event of any litigation involving this Agreement or the performance by the parties thereto, such actions shall be brought in a court of competent jurisdiction in Tennessee.
- F. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the CONSULTANT, its officers, directors, employees, and sub-consultants (collectively, CONSULTANT) from and against all claims, damages, liabilities

or costs, including reasonable attorney's fees and defense costs, arising out of or in any way related to the services performed under this Agreement, except to the extent such claims, damages, liabilities or costs result from CONSULTANT'S sole negligence or willful misconduct.

- G. The CLIENT and the CONSULTANT waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement, and the CONSULTANT and the CLIENT release each other from any and all such consequential damages. This mutual waiver is applicable, without limitation, to all consequential damages including but not limited to, consequential damages arising out of either party's termination in accordance with Section V.
- H. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder.
- I. In the event of a conflict between the signed construction documents prepared by the CONSULTANT and electronic files, the signed or sealed hard-copy (or pdf files of said hard copies) shall govern. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service of the CONSULTANT who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights. The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the PROJECT. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of the CONSULTANT. The CLIENT further agrees that CONSULTANT shall have no responsibility or liability to CLIENT or others for any changes made by anyone other than the CONSULTANT or for any reuse of the electronic files without the prior written consent of the CONSULTANT. Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the CONSULTANT be liable for indirect or consequential damages as a result of the CLIENT'S unauthorized use or reuse of the electronic files.

II. CONSULTANT'S RESPONSIBILITIES:

- A. Consultant shall perform its services in a professional manner, consistent with and limited to that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or similar discipline and the same or similar locality of the PROJECT site. No other warranty for services, expressed or implied, is made.
- B. Consultant shall be entitled to rely upon the accuracy and completeness of information and services furnished by CLIENT and/or the CLIENT'S consultants and contractors. The CONSULTANT shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete



information provided by the CLIENT and/or the CLIENT'S consultant and contractors.

- C. CONSULTANT shall consider all prepared documents to be confidential, and distribute copies of same only to those persons or agencies specifically designated by CLIENT or his authorized representative.
- D. Maintain, in a reasonably accessible manner, electronic versions of the final documents relating to the services performed for a period not less than four (4) years following submission of prepared documents.

III. CLIENT'S RESPONSIBILITIES:

- A. Provide CONSULTANT with necessary PROJECT information in a timely manner regarding the requirements for and limitations of the PROJECT which is available to or reasonably obtainable by the CLIENT.
- B. Furnish right-of-entry onto the PROJECT site in order for CONSULTANT to perform work associated with the PROJECT. CONSULTANT will endeavor to preserve the land but makes no guarantee to restore the site to its original condition.
- C. Designate PROJECT representative to coordinate with the CONSULTANT.
- D. Guarantee to CONSULTANT that he has the legal capacity to enter into this contract, and that sufficient monies are available to fund CONSULTANT'S compensation.
- E. Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or defect in the PROJECT, including any errors or omissions in CONSULTANT'S work.

IV. OWNERSHIP OF DOCUMENTS:

- A. All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory any other reserved rights, including, without limitation, the copyrights thereto. CONSULTANT will furnish reproducible media upon CLIENT'S request from drawings which were paid for.
- B. CLIENT agrees that all prepared documents which are not paid for will be returned upon CONSULTANT'S demand and will not be used by the CLIENT for any purpose whatsoever.

V. ASSIGNMENT & TERMINATION:

- A. Neither CLIENT nor CONSULTANT may assign, transfer, or sublet any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub-consultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for the purposes of this Agreement.
- B. This Agreement may be terminated by either party upon seven (7) days written notice in the event of failure by the other party to perform in accordance with the terms hereof. In the event of termination of this Agreement, the CLIENT shall, within fifteen (15) calendar days of termination, pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the day of termination. In the event of any termination that is not the fault of the CONSULTANT, the CLIENT shall pay the CONSULTANT, in addition to payment for services

rendered and reimbursable costs incurred, for all expenses reasonably incurred by the CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associates overhead costs and all other expenses directly resulting from the termination.

VI. PAYMENT:

- A. Billing for contracts shall be on a monthly basis. Invoices are due upon receipt. Payment not received within thirty (30) days of invoice date will be subject to a service charge in the amount of one and one-half percent (1.5%) per month. If account is not paid per the terms of this agreement, CONSULTANT is entitled to recover any and all reasonable attorneys' fees related to the collection from the CLIENT. In addition, CONSULTANT reserves the right to suspend all work in any case where invoices remain unpaid more than sixty (60) days from issue.
- B. CONSULTANT reserves the right to renegotiate contract fees if work is not completed within one year of the original date of this contract.

VII. EXTENT OF AGREEMENT:

- A. These terms and conditions, along with the proposal, represent the entire Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. The Agreement may be amended only by written instrument signed by CLIENT and CONSULTANT.



EXHIBIT B
SCHEDULE OF HOURLY RATES

2024-2025

Senior Principal / Principal / Senior Project Manager	\$245.00 - \$295.00
Project Manager II / Senior Practice Manager	\$190.00 - \$240.00
Project Manager I / Practice Manager / Senior Design Engineer	\$165.00 - \$185.00
Design Engineer / Landscape Architect	\$130.00 - \$160.00
Landscape Designer / Staff Engineer	\$110.00 - \$140.00
CAD Technician / Senior Design Technician	\$90.00 - \$155.00
Intern / Administrative / Permit Coordinator	\$70.00 - \$95.00

**Hourly Rate Schedule is effective August 2024 through August 2025*

***Rates vary with personnel*

Exhibit C

