**CITY OF GAUTIER**
**MEMORANDUM**

**To:** Samantha Abell, City Manager

**From:** Patty Huffman, Grants & Projects Manager

**Through:** Eric Meyer, Economic Development and Planning Director

**Date:** August 14, 2012

**Subject:** Christian Preus Landscape Architecture Proposal and Letter of Agreement for Master Planning Services for the Town Green Project

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**REQUEST:**
The Economic Development and Planning Department requests authorization for the City of Gautier to enter into a service agreement with Christian Preus Landscape Architecture, PLLC for master planning services related to the 33 acre Town Green project.

**BACKGROUND:**
Christian Preus Landscape Architecture, PLLC has submitted a proposal and professional services agreement to perform master planning of the City's Town Green which will include an analysis of ecological conditions, a program for long term development, schematic designs, and a master plan. The final master plan will include a developed rendering of the park site illustrating vehicular and pedestrian circulation, along with locations and scaled spaces for all amenities and features on the site. Deliverables will include:

- Master Plan Rendering
- Master Plan Booklet (11 x 17)
  - Compilation of Analysis through Final Plan
  - Master Plan Drawing
  - Phasing Plan

Work is expected to begin upon receipt of the signed Letter of Agreement and will be compensated in an amount not to exceed $20,000.00. Funding for these services will be provided through a previously approved Tidelands grant. (Master Plan services were budgeted in the amount of $20,000.00 as part of the reallocated FY2010 Tidelands grant which includes prior year grant balances plus the FY2012 award. Total: $458,712.96.)

**RECOMMENDATION:**
City staff recommends that City Council authorize entering into a service agreement with Christian Preus Landscape Architecture, PLLC for the services as described above.

The City Council may:

1. Authorize entering into the service agreement as presented; or
2. Authorize entering into the service agreement with changes; or
3. Disapprove entering into the service agreement as presented.

**ATTACHMENT(S):**
Christian Preus Landscape Architecture, PLLC Proposal and Letter of Agreement for Professional Services

CHRISTIANPREUS
Landscape Architecture

12321 Preservation Dr
Gulfport, Mississippi 39503

T : 228.539.5086 x 5
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www.christianpreus.com

August 2, 2012

City of Gautier, Mississippi
Attn: Mr. Eric Meyer (via email)
emeyer@gautier-ms.gov

Re: Landscape Architectural Services Proposal for Gautier Town Green

Dear Eric:

Thank you for considering Christian Preus Landscape Architecture, PLLC (CPLA) for the master planning of the Gautier Town Green. The scope for our services is outlined below. Should you have any questions, please do not hesitate to contact me.

## SCOPE OF SERVICES

### I. ANALYSIS

We will analyze ecological conditions on the site to determine suitability of different portions of the site for intensive development, restoration, preservation and other uses in order to optimally utilize site resources and conditions. Sensitive ecological communities, habitats, and other potential environmental features will be mapped, characterized and analyzed to determine best use. Environmental problem areas such as invasive species, altered hydrology etc will be identified, mapped and assigned basic development or restoration guidelines.

Analysis maps to be produced include:

- Ecological communities analysis
- Ecological problems and constraints analysis

In addition, a brief report will be prepared describing the above analysis and design implications of site environmental conditions.

## II. Programming

Taking the information obtained from various focus groups, we will create a program for the long term development of the project. Our objective will be to obtain feedback from the City as well as other stakeholders in the development of the Town Green as a recreational amenity.

## III. Schematic Design

With the data provided from the analysis and programming efforts, we will create schematic concepts for the Town Green. We will present these concepts to the City for review to obtain feedback. Supporting images and graphics will be presented to further explain the concepts.

## IV. Master Plan

The final master plan for the Town Green will be a developed rendering of the park site illustrating vehicular and pedestrian circulation, along with locations and scaled spaces for all amenities and features on the site. Detailed descriptions and supporting sketches may be included to articulate the vision for this park. A phasing plan will also be provided to give guidance to the City for recommended phases of implementation.

**Deliverables:**

Master Plan Rendering
Master Plan Booklet (11x17)
- Compilation of Analysis through Final Plan
- Master Plan Drawing
- Phasing Plan

## V. Implementation Assistance

In the event that portions of the project are implemented with Volunteer labor, or multiple portions of the project are contracted out, CPLA will endeavor to assist the City by answering questions while providing minimal technical assistance to clarify the design intent.

**COMPENSATION FOR SERVICES:**

**Project Task/Fee:**

**Item I-V:** $20,000 Lump Sum

**TERMS**

Work on this project will commence promptly upon receipt of the signed Letter of Agreement. Please make all checks payable to Christian Preus Landscape Architecture, PLLC.

Progress billings will be submitted regularly throughout the term of the project. Invoices are due on receipt. If an invoice is not paid within forty five (45) calendar days of the invoice date, interest at the rate of one point five percent (1.5%) per month will be charged on the unpaid balance from the original date of the invoice. If an invoice is not paid timely, work on the project will stop until all past due balances and progress billings are paid in full. If the Client fails to make payments when due and Christian Preus Landscape Architecture, PLLC incurs any cost in order to collect overdue sums from Client, then Client agrees that all such collection costs incurred shall immediately become due and payable to Christian Preus Landscape Architecture, PLLC. Collection costs shall include, without limitations, legal fees and reasonable Christian Preus Landscape Architecture, PLLC staff costs at the standard billing rates for Christian Preus Landscape Architecture, PLLC. Collection costs shall survive the term of this Agreement or any earlier term set by either party. In the case of termination, Client agrees to pay in full for all fees and expenses, including collection costs, incurred up to the termination date.

The landscape architect is not responsible for the means and methods or appropriateness of the installation procedures undertaken by any contractor and not responsible for job safety. The landscape architect is not responsible for the location of any underground utilities or pipes, or any cracking in concrete, wood or other materials. The landscape architect is not responsible for cost overruns, foundation or drainage problems, or other complications related to the topographical elevation changes dictated by the design of the building or structures on the property. Client will hold harmless and indemnify the landscape architect and associates against all claims of bodily injury, property damage, and death. No extrinsic evidence, oral or written may be introduced to alter terms expressed herein no matter the cause or genesis.

**REIMBURSABLES**

Reimbursables will include photographs, prints plus 7%, mileage at $50.5 cents per mile or the national standard mileage rate.

**ADDITIONAL SERVICES**

Additional services consist of professional services provided which are not described specifically above but are mutually agreed upon between the Client and the Landscape Architect. Additional Services will be performed at an hourly rate of $125/hr. with estimates of time requirements first presented to you for approval. Examples of such services include, but are not limited to the following:

1. Substantial increase in drawings or phased administration due to multiple phases of work.

2. Revising drawings, specifications or other documents previously approved to accomplish changes by the client.

3. Design Development, Construction Documents, Bid Administration, and Construction Administration.

Eric, we are grateful to be considered for this project. Please let me know if you need any additional information to assist you at this time.

Sincerely,

CHRISTIAN PREUS LANDSCAPE ARCHITECTURE, PLLC

8-2-2012

BY : Christian H. Preus, ASLA Date

Client Date