CONTRACT BETWEEN CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY AND SCAPE LANDSCAPE ARCHITECTURE DPC

AMENDMENT NO. 2

THIS AMENDMENT NO. 2 TO THE Contract Between City of Pensacola Community Redevelopment Agency and SCAPE Landscape Architecture DPC ("Amendment No. 2") made and entered into this ______ day of July, 2021, by and between the City of Pensacola Community Redevelopment Agency, hereinafter referred to as "CRA" and SCAPE Landscape Architecture DPC, hereinafter referred to as "Contractor"

WITNESSETH:

WHEREAS, the CRA and the Contractor entered into the Contract Between City of Pensacola Community Redevelopment Agency and SCAPE Landscape Architecture DPC dated November 17, 2020 ("Original Contract") to provide Consistency Review Services for the Hashtag and Bruce Beach Waterfront Connectivity Projects ("Original Services"); and

WHEREAS, the parties now desire to amend the Original Contract to provide for Additional Services as defined below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed that the Original Contract shall be hereby amended as follows:

- 1. The term of the Original Contract shall be extended to <u>December 31, 2022.</u>
- 2. The Contractor shall perform all work and additional services described in and in accordance with the Proposal for Additional Services ("Additional Services"), attached hereto as Exhibit A. Those Additional Services shall be performed in accordance with Section 2 of the Original Contract.
- 3. Payment for the Additional Services will be in accordance with the fee schedule and payment terms described in Exhibit A. All other provisions of Section 4 of the Original Contract shall apply.
- 4. The Contractor shall commence and complete all Additional Services in accordance with the schedule contained in Exhibit A.
- 5. In compliance with the provisions of F.S. 448.095, the parties to this Amendment No. 2 and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

6. All other terms and conditions of the Original Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to the Contract Between City of Pensacola Community Redevelopment Agency and SCAPE Landscape Architecture DPC on the date first above written.

CONTRACTOR	CRA
SCAPE Landscape Architecture DPC (Contractor's Name)	Chairperson, Delarian Wiggins
By President	City Clerk, Ericka L. Burnett
(Printed President's Name)	Approved As To Substance:
Attest Corporate Secretary	CRA Administrator
	Legal in form and valid as drawn:
(CORPORATE SEAL)	City Attorney

EXHIBIT A

SCAPE LANDSCAPE ARCHITECTURE DPC

277 BROADWAY NINTH FLOOR NEW YORK NY 10007

T 212 462 2628 SCAPESTUDIO.COM

PROPOSAL FOR ADDITIONAL SERVICES

Design Consistency Review Services for The Hashtag and Bruce Beach Connectivity Project

September 9, 2021

September 13, 2021

Helen Gibson

Community Development Agency of the City of Pensacola 222 W Main St. Pensacola, FL 32502

As outlined in our meeting with Helen Gibson on 08/11/2021, SCAPE is pleased to submit the following request for additional services. This document outlines our additional scope and fee to develop the following services:

1. HASHTAG CONNECTOR

 Design consistency review services for 90% design (phase 1) – 3 weeks

2. BRUCE BEACH

- Schedule extension for 30% design phase (entire site) 3 weeks
- Schedule extension for 60% design phase (phase 1 only) 9 weeks
- Design consistency review services for 90% design phase (phase 1)
 8 weeks
- Design consistency review services for 60% design phase (phase 2)
 10 weeks

- Design consistency review services for 90% design phase (phase 2)
 8 weeks
- One (1) additional community engagement event with members of the public to be scheduled in coordination with the CRA and the design team – 3 weeks

SCAPE assumes our work will commence on 9/7/2021 and will run a consecutive 36 weeks, concluding on 5/13/2022. Proposed phases of the work and corresponding schedule are outlined above. This schedule is based on the attached design schedule provided by HDR.

Based on the conversations with CRA, SCAPE proposed the scope of services and fee outlined in the following pages.

SCOPE OF SERVICES

1. HASHTAG CONNECTOR

DESIGN CONSISTENCY REVIEW SERVICES FOR 90% DESIGN PHASE – PHASE 1 (3 weeks)

- Participate in coordination calls with design consultants and the CRA team. Assume one (1) conference call bi-weekly.
- Review plans and documentation prepared by design consultants and provide written comments. Assume one (1) round of reviews and comments for this phase.
- Prepare design sketches to assist in the communication and illustration of SCAPE design vision and intent to the design consultants and CRA team. Assume up to one (1) design sketches for this phase.

2. BRUCE BEACH

SCHEDULE EXTENSION FOR 30% DESIGN PHASE – WHOLE SITE (3 weeks)

The original phase schedule included in SCAPE's approved scope of work revised on 10/21/2020 ended on 3/15/2021. This task accounts for the schedule extension to end on 9/24/2021.

No new deliverables are included. SCAPE will participate in bi-weekly coordination conference calls with design consultants and the CRA team.

SCHEDULE EXTENTION FOR 60% DESIGN PHASE – PHASE 1 (9 weeks)

The original phase schedule included in SCAPE's approved scope of work revised on 10/21/2020 ended on 5/15/2021. This task accounts for the schedule extension to end on 11/19/2021.

No new deliverables are included. SCAPE will participate in bi-weekly coordination conference calls with design consultants and the CRA team.

DESIGN CONSISTENCY REVIEW SERVICES FOR 90% DESIGN PHASE – PHASE 1 (8 weeks)

- Participate in coordination calls with design consultants and the CRA team. Assume one (1) conference call bi-weekly.
- Review plans and documentation prepared by design consultants and provide written comments. Assume up to two (2) rounds of reviews and comments for this phase.
- Prepare design sketches to assist in the communication and illustration of SCAPE design vision and intent to the design consultants and CRA team. Assume up to one (1) design sketches for this phase.
- Provide the CRA with process recommendations for next steps in the implementation of the project

DESIGN CONSISTENCY REVIEW SERVICES FOR 60% DESIGN PHASE – PHASE 2 (8 weeks)

- Participate in coordination calls with design consultants and the CRA team. Assume one (1) conference call bi-weekly.
- Review plans and documentation prepared by design consultants and provide written comments. Assume up to three (3) rounds of reviews and comments for this phase.
- Prepare design sketches to assist in the communication and illustration of SCAPE design vision and intent to the design consultants and CRA team. Assume up to one (1) design sketches for this phase.
- Provide the CRA with process recommendations for next steps in the design and implementation of the project

DESIGN CONSISTENCY REVIEW SERVICES FOR 90% DESIGN PHASE – PHASE 2 (8 weeks)

- Participate in coordination calls with design consultants and the CRA team. Assume one (1) conference call bi-weekly.
- Review plans and documentation prepared by design consultants and provide written comments. Assume up to two (2) rounds of reviews and comments for this phase.
- Prepare design sketches to assist in the communication and illustration of SCAPE design vision and intent to the design consultants and CRA team. Assume up to one (1) design sketches for this phase.
- Provide the CRA with process recommendations for next steps in the implementation of the project

ADDITIONAL COMMUNITY ENGAGEMENT – 3 weeks

- Facilitate one (1) additional meeting with members of the public to be scheduled in coordination with the CRA and the design team.
- Assist in compilation of materials developed by the design consultants for public communication.
- Support the CRA in communicating design, planning, and economic principles of the project.

FEES FOR PROFESSIONAL SERVICES

1. HASHTAG CONNECTOR

Project Phase	Duration	Fee	Payment Term
Design consistency review services for 90% design (phase 1)	3 weeks	\$8,000	Fixed Fee
TOTAL FEE FOR PROFESSIONAL SERVICES		\$8,000	

2. BRUCE BEACH

Project Phase	Duration	Fee	Payment							
			Term							
Schedule extension for 30% design phase	3 weeks	\$ 2,000	Fixed Fee							
Schedule extension for 60% design phase	9 weeks	\$ 4,000	Fixed Fee							
Design consistency review services for 90% design phase (phase 1)	8 weeks	\$ 8,000	Fixed Fee							
Design consistency review services for 60% design phase (phase 2)	10 weeks	\$ 10,000	Fixed Fee							
Design consistency review services for 90% design phase (phase 2)	8 weeks	\$8,000	Fixed Fee							
Additional community engagement	3 weeks	\$ 6,000	Fixed Fee							
TOTAL FEE FOR PROFESSIONAL SERVICES		38,000								

<u>GRAND TOTAL FOR BOTH</u> <u>PROJECTS</u>	46,000	
Reimbursables (estimate)	\$750	T/M

PAYMENT TERMS:

<u>Fixed Fee:</u> Fixed fee phases shall be invoiced monthly based on the percentage of work completed within the billing period.

<u>Reimbursable Expenses (estimate)</u>: Project expenses include travel expenses for one in-person public meeting. SCAPE shall not be responsible for multiple printing & distribution of multiple sets of presentation materials and reports. All large-scale printing such as drawing sets shall be done by others. SCAPE will add a 10% mark-up on all reimbursable project expenses.

HOURLY BILLING RATES

Services outlined under the Scope of Services are based on our hourly billing rates. Any Additional Services shall be provided on an hourly basis computed with the same rates, as follows:

Founder	\$300/Hour
Principal	\$250/Hour
Director	\$200/Hour
Senior Associate	\$180/Hour
Associate	\$140/Hour
Senior Designer	\$120/Hour
Designer	\$100/Hour

Rates are valid for the current calendar year and may be increased subsequently without written notice. Services outlined under the Scope of Services shall be provided per the Fees and Terms in the Agreement for Professional Services.

SIGNATURE PAGE

SCAPE requires a signed proposal, a Notice-to-Proceed to start work. Upon acceptance of this proposal, this scope for additional services will be under the already existing terms and agreement between SCAPE and the Client team.

Landso	cape Architect	Client
	/LANDSCAPE ARCHITECTURE DPC	Helen Gibson / Community Redevelopment Agency of the City of Pensacola
By:	Alexis Landes	Ву:
Title:	Managing Principal	Title
Date:	9/13/2021	Date:

BRUCE BEACH DESIGN SCHEDULE - Phase 1 & Phase 2 (partial) HDR

						202																		2022											
	26-30	AUG 2-6	9-13	16-2	0 23-2	SEP 27 30-	די 03 6-10	0 13-1	7 20-2	ост 24 27-1	4-8	11-1	5 18-	-22 25-2	NOV 29 1-5	6 8-1	2 15-1	9 22-2	DEC 3 29-3	6-10	13-17	20-24	27-31	JAN 3-7	10-14	17-21	FEB 31-4	7-11	14-18	21-25	MAR 28-04	07-11	14-18	APR 28-1	4-8
30% (whole-site) Set																																			
City/SCAPE review																																			
60% Phase 1 CD's																L																			
City/SCAPE review																																			
Environmental Permitting																																			
90% Phase 1 CD's																																			
City Review																																			
City Permitting																																			
Bid CD's Phase 1																																			
City Review/Coordination																																			
60% Phase 2 CD's																																			
City/SCAPE review																																			