

City of Palm Coast, Florida Agenda Item

Agenda Date: 7/10/2018

Department	Community Development	Amount	\$99,500.00
Item Key	3758	Account	#21066015-034000
Subject	RESOLUTION 2018-XX APPROVING A MASTER SERVICE CONTRACT WITH LOSE DESIGN FOR THE RECREATION CENTER MASTER PLAN DESIGN.		
Background :			
<p>One of City Council's priorities is to develop a premiere multi-purpose recreation center to serve all generations of residents and visitors to the City of Palm Coast. The development of a recreation center is a strategic step in continuing to implement the City's Recreation and Parks Facilities Master Plan and can potentially implement a number of projects that are identified in the Plan such as: Satellite Community Center, tennis center expansion (including clubhouse), and aquatic center.</p> <p>In accordance with the City's Purchasing Policy and the Competitive Consultants Negotiation Act (CCNA), City staff released a Request for Statements of Qualification (RFSQ). The City received eight (8) statements of qualification in response to the RFSQ publication. The qualification packages were reviewed and ranked by City staff. After evaluation and presentations by the top three firms, City staff ranked Lose Design as the top-ranked firm. The project bid overview and notice of intent to award are attached to this agenda item.</p> <p>City staff negotiated a scope and fee not-to-exceed \$99,500.00 with Lose Design. City staff have determined that the cost of the master plan design is reasonable and fair and consistent with this type of service for a project of this magnitude and scope. The Lose Design scope offers services inclusive of 3D rendering of the facility based on identification of programming needs and associated financial feasibility study.</p>			
SOURCE OF FUNDS WORKSHEET FY 2018			
RECREATION CENTER MASTER FUND 21066015-034000			\$100,000.00
Total Expenses/Encumbered to date			\$ 00.00
Pending Work Orders/Contracts			\$ <u>99,500.00</u>
Balance			\$ 500.00
Recommended Action :			
Adopt Resolution 2018-XX approving a Master Service Contract with Lose Design for the Recreation Center Master Plan Design.			

RESOLUTION 2018 - _____
RECREATION CENTER MASTER PLAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A MASTER SERVICE CONTRACT WITH LOSE DESIGN FOR THE RECREATION CENTER MASTER PLAN DESIGN; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lose Design, desires to complete a design of the recreation center master plan for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract Lose Design, for the above referenced services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. APPROVAL OF CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract with Lose Design., as referenced herein and attached hereto as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the Contract as depicted in Exhibit “A.”

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17th day of July 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Contract with Lose Design.

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney



June 26, 2018

Alena Y. Dvornikova
Project Coordinator
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Alena,

Thank you for your comments. Please see the revised proposal which answers several of them. Please feel free to use this document as an attachment to a standard city contract you may have.

If you have any questions, feel free to contact me or Steve Dickerhofe here in our office.

Sincerely,

A handwritten signature in black ink that reads "Whit Alexander". The signature is fluid and cursive, with the first name "Whit" being more prominent than the last name "Alexander".

Whit Alexander, ASLA, LEED® AP
Executive Vice President-CCO

SCOPE OF SERVICES

PROGRAM DEVELOPMENT

Initial Kickoff Meeting

To initiate the planning process, we will meet with designated staff and other officials (the Client team) as desired. Prior to the meeting, we will review zoning, setbacks, parking requirements, etc. We will review the FPL easement and will discuss opportunities in the meeting. At this meeting, we will discuss any new project goals, programs and any other specific issues or known concerns. We will begin gathering base data (boundary surveys, GIS topography and other information, existing environmental testing, etc.) that is already available.

We will also discuss potential partners that may want to be involved in the later partnering meeting and discuss whether it's best if we or City representatives invite them to attend.

Site Analysis

Immediately following the kickoff, we will begin the site analysis and inventory. Lose & Associates team members will visit the site to identify and analyze built and natural site features on the base map. We will contact representatives from Florida Power and Light regarding their easement and how it affects the site design (and will continue to coordinate with them as needed during design). We will document the existing condition of the facilities from a perspective of maintenance, safety, code compliance, remaining life span, ADA compliance, etc. Team civil engineers will review local water, sewer and electrical utilities to determine the extent that existing utilities will impact the development. We will meet with community planning and zoning staff to coordinate plan concepts with larger community planning efforts. We will also identify other opportunities and constraints presented by the physical characteristics of the site and analyze adjacent land uses. Concurrently, we will consult with requisite agencies regarding regulatory issues that may impact the plan and eventual construction.

After performing the analysis of the site's opportunities and constraints, Lose & Associates will prepare graphics that show constraints and opportunities related to site history, topography, geology, hydrology, potential wetlands, infrastructure, etc. and discuss with the Client team

refinements to the desired program based on site conditions. As part of the discussion we will provide an overview of where desired amenities have negative impacts on the site's sensitive natural features and potential alternatives to minimize these impacts.

Demographics and Program refinement

About this time, we will review demographic trends to gain an understanding for the facility's potential programming. Using the information gathered in the kickoff meeting, our research, and after our review of site conditions with the Client team, we will prepare a draft program for development, and will discuss with the Client team for refinement. We expect the program will include components of an approximate 100,000 SF recreation center, a potential trailhead (restroom and parking), and other supporting site amenities. We will call to discuss the program options and your desires for the center ahead of the first public input meeting.

Financial Feasibility Study

These following steps will largely be conducted by The Sports Facility Advisory company, administered by Lose Design. This process is optional...see fees.

The study will incorporate feedback from local stakeholders and partners that may help support the financial feasibility of the project. We define stakeholders or "partners" as any groups that may support the upfront capitalization and/or ongoing support of the project. This is not limited to, but may include: health and wellness organizations, sports teams/clubs, schools, non-profit organizations, and more. We will help to define local partners and conduct meetings to gauge their potential support for the project.

Step 1: Project Kick-Off Call

In this step, SFA will set up an initial phone call with Lose Design and Palm Coast representatives to discuss the financial feasibility effort.

Step 2: Existing Data Review & Market Analysis

In this step, SFA will review any existing data, documentation, and/or resources you provide related to your project. SFA will then conduct preliminary market research, which will encompass demographics, sports

participation in the region, and an analysis of existing service providers (competition).

Step 3: Remote Business Development Planning Session (BDPS)

The BDPS is a “deep-dive” planning and strategy session that will focus on defining success and refining your vision, value propositions, financial resources and core competencies, products and services, strategic alliances, and financial success metrics. During the BDPS, SFA will also share data from its preliminary market assessment, including key demographic and socioeconomic factors, participation rates, and other market insights. The BDPS will be facilitated remotely via a GoTo meeting.

Step 4: Detailed Financial Forecast (Pro Forma)

In this step, SFA will complete more in-depth research/analysis to produce a 5-year cash flow forecast and 20-year financial outlook. SFA’s pro forma documents are detailed, institutional-grade financial forecasts used to support decision-making and financing.

The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, EBITDA, net income, facility utilization, and more.

We will breakdown each revenue stream and program area for the facility. This will include the breakout of “in-house” or internal programming and rental programming. For all programs, SFA will provide a detailed utilization chart that breaks down overall capacity and forecasted hours of usage. This ensures the facility is not “overbooked” in the financial analysis.

The pro forma will be provide you with detailed financial projections related to and based on:

- The ideal business model
- Realistic and/or recommended debt-to-equity mix and debt service
- Right-sized program spaces and space requirements
- Construction and start-up costs based on recent, comparable projects
- Recommended parking
- Revenue by product/program
- Direct/variable costs (Cost of Goods Sold)
- Facility and operating expenses

- Management and staffing model
- Utilization Projections

Once the final master plan is complete, we can provide a final pro forma once the overall master plan for the facility is complete. We will produce early draft materials that will remain in draft form until the final master plan is complete. Once complete, we will produce a final pro forma.

Step 5: Recommended Programming Report

In this step, SFA will produce a detailed an overview report for project programming. The report will feature the following sections:

- Market Overview
- Facility Overview
- Programs, Products, and Services
- Financial Performance Overview
- Professional Recommendations for next steps

We will focus on all community, recreation, fitness, and sports programming for the facility. This will include many areas outside of sports, such as: health/wellness, education, arts, music, life skills, community events and more. In order to forecast sports and non-sports programming, it will be helpful to have access to historical and current usage rates of other Community focused programs and a list of the desired activities for analysis. Additionally, we will utilize resources from National Recreation and Parks Association, Sports and Fitness Industry Association, Americans for the Arts, access to 400+ facility financials, and other proprietary data resources.

The report generated for Palm Coast will determine the highest and best use of space for programming and amenities. This will be determined by the overall vision, findings of the project, market analysis, and outcome of the financial analysis.

Open House Public Meeting (public meeting 1)

During the time of the financial feasibility study, we will continue with public input as well. We will hold a public input meeting in the form of an open-house input meeting. We will open the meeting with a brief presentation on potential ideas identified in the earlier programming phase, and then quickly move to boards at the back of the room where citizens can talk to us one-on-one about their ideas. We will provide citizens with comment cards and

the ability to “vote with sticker dots, on photo boards” for their favorite potential program elements.

Partnering meeting

During the visit to hold the first public input meeting, we will hold a joint meeting between potential outside partner groups (hospitals, private recreation providers, interest groups, etc.) to determine how they too might want to be involved in the operations of the facility.

Public Survey

At the same time as the open-house, we will also provide the same information in the form of a survey to provide an opportunity for additional input from people who cannot attend the meeting.

We will host an online survey, fully open to the public, promoted through the City’s social media and other channels.

Results from this survey will be compared to previous surveys the city has performed, as well as our other means of public input, for incorporation in the facility programming.

Program refinement

Following the financial feasibility study, public meetings and partnering meeting, we will discuss program refinements with you prior to moving into the charrette meeting.

Design Charrette (public meeting 2)

Following up on what we’ve heard so far, and after giving the public time to become more aware of the project, we will hold a public input meeting in the form of a Design Charrette where members of the community can take part in the design process in a hands-on setting. Typically, we will break the group into several smaller groups, where each smaller group explores an alternative design, and then at the end of the meeting, we synthesize the various ideas into one concept plan.

MASTER PLANNING

Alternative Concept Master Plans

Using the comments gathered the meetings, we will prepare 2 alternative concept master plans for the site and building in both graphic and narrative form. Alternative floor plans, site plans and elevations will be presented. Various options for the site and building features will be explored in a variety of graphic formats. Important issues to be addressed at this level include the scope and location of the elements to be added in the current phase, but also how the park and building can be expanded in future phases. ADA and CPTED (crime prevention through environmental design) compliance techniques will be employed. In an effort to expedite permitting of the future construction documents, we will discuss the preliminary master plan ideas with City staff to coordinate permitting issues so that the master plan recommendations are truly implementable.

We will also produce a preliminary opinion of probable cost for the designs that presents options on quality of development, potential phasing opportunities, etc.

We will present the 2 alternative concepts and opinions of probable cost to the Client team and gather their comments.

Open House Public Meeting (public meeting 3)

After refining the 2 alternative concepts from our review meeting with you, we will present them to the public in the form of another open-house meeting, where we will again take the public's input through conversations, comment cards, and voting options.

Final Master Plan

Using information gathered in the alternative concept plan presentations, and after discussions with your team on which option (or combination of options) to pursue, we will prepare a final master plan for development of the park and building, with phasing options, as well as another opinion of probable cost. Once again, site plans, floor plans and elevations will be prepared. We will also prepare a preliminary 3D rendering of the facility for use in discussions with public officials. It is understood that separate graphics will be prepared for the current development phase, as well as the overall master plan development.



Once the final plan is complete, we will share it first with the Client team and City Manager for any final refinements, and then present it to elected officials in a work session meeting. After receiving public officials' comments, we will make final revisions and provide the plan for adoption at a formal council meeting.

Once plans are fully complete, we will provide a final high-quality 3D rendering of the facility for your use in promotion of the development.

We anticipate that our project deliverables will consist of mounted boards of our plans, as well as bound reports of our findings, plans, implementation plans, and meeting minutes. We will provide bound copies of the draft and final copies, as well as electronic copies for your use. Printed copies can be provided to you at cost.



FEES

For the services outline in our approach, we will charge a lump sum fee of \$89,500, inclusive of reimbursables, to be invoiced monthly as a percentage of completion.

This fee is inclusive of consultant services from Sports Facility Advisory/Sports Facility Management for the Financial Feasibility assessment portion of the facility programming. If you chose to not include this in the scope of work, it will reduce the overall fee by \$29,000.

If additional services are requested, we will provide them towards an allowance of \$10,000.00 per the following rate schedule. We will not proceed with additional services unless we receive your approval.

Professional Services Hourly Rate for Additional Service Requests

Senior Principal/President.....	\$240.00
Principal I/Vice President.....	\$220.00
Principal II/Vice President.....	\$200.00
Division Director I, President Emeritus, Associate.....	\$185.00
Division Director II.....	\$160.00
Sr. Environmental Biologist.....	\$125.00
Senior Landscape Architect, Architect, and Engineer.....	\$140.00
Certified Park & Recreation Specialist.....	\$110.00
Engineer Specialist/Project Coordinator.....	\$110.00
L A I, Architect I, Engineer I, Project Manager I.....	\$115.00
LA II, Architect II, Engineer II, Project Manager II.....	\$110.00
Land Planner I, Intern Architect I, Engineer in Training I BIM Specialist, GIS Specialist I, Assistant Graphic Designer I.....	\$95.00
Land Planner II, Intern Architect II, Engineer in Training II GIS Specialist II, Assistant Graphic Designer II.....	\$90.00
Technician.....	\$80.00
Technician II.....	\$75.00
Corporate Controller.....	\$95.00
Marketing Director.....	\$70.00
Assistant Accounts Manager, Administrative Assistant I.....	\$60.00
Administrative Assistant II.....	\$35.00



Reimbursable Expenses for Additional Service Requests

Prints	cost
Postage and Shipping	cost
Mileage and Travel Expenses	cost
Copies	cost

January 1, 2018

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2019, at which time they may be adjusted by the Design Professional.

Project Schedule

RECREATION CENTER MASTER PLAN

	Week of	7/23	7/30	8/6	8/13	8/20	8/27	9/3	9/10	9/17	9/24	10/1
Kickoff meeting, initial programming		⊙										
Site review and analysis												
Demographic review												
Discuss revised programming				⊙								
Financial feasibility analysis												
Initial Financial pro-forma							⊙					
Public input meeting, partnering meeting					⊙							
Public input survey												
Submit draft program							⊙					
City to provide comments												
Submit revised program and financial pro-forma											⊙	
Design Charette												⊙
	WEEK	10/8	10/15	10/22	10/29	11/5	11/12	11/19	11/26	12/3	12/10	
Develop alternative concept plans												
Meet to discuss concepts				⊙								
City to provide comments												
Revise concepts												
Public review meeting								⊙				
Develop final master plan, final pro-forma										⊙		
Council Presentation, final 3d Rendering											⊙	



REFERS TO WEEK WITH A MEETING OR SUBMISSION



city of PALM COAST

Administrative Services & Economic Development
Central Services Division

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: RFSQ-CD-18-43 Recreation Center Master Plan

Date: May 17, 2018

Appeal Deadline: Appeals must be Filed by 5:00 PM on May 21, 2018.

Firm	Ranking
Lose & Associates, Inc. Lawrenceville, GA	1
CPH, Inc. Palm Coast, FL	2
S&ME, Inc. Orlando, FL	3

The intent of the City of Palm Coast is to award RFSQ-CD-18-43 to Lose & Associates, Inc.

Cc: Contract Coordinator, Project Manager, ASED Director, Department Director

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfalgout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.



RFSQ-CD-18-43 - Recreation Center Master Plan

Project Overview

Project Details	
Reference ID	RFSQ-CD-18-43
Project Name	Recreation Center Master Plan
Project Owner	Jesse Scott
Project Type	RFSQ
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The purpose of this Request for Statement of Qualifications (RFSQ) is for The City of Palm Coast to receive responses from qualified firms capable of providing Master Planning Services for the ultimate development of city owned property located at 1290 Belle Terre Parkway. The existing currently has the Fire Station Administration Complex, Cell Tower site as well as the Palm Coast Tennis Center. An FPL Easement exists over a portion of the City property.
Open Date	Mar 21, 2018 8:00 AM EDT
Close Date	Apr 12, 2018 2:00 PM EDT

Awarded Suppliers	Reason	Score
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Lose & Associates		73.75 pts
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Seal status

Requested Information	Unsealed on	Unsealed by
RFSQ Proposal	Apr 12, 2018 2:00 PM EDT	Kelly Downey
Required Forms (A, B, 1 - 10)	Apr 12, 2018 2:00 PM EDT	Kelly Downey

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee’s review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Alex Boyer	Apr 16, 2018 9:16 AM EDT	No
Carl Cote	Apr 18, 2018 8:37 AM EDT	No



Jose Papa	Apr 12, 2018 3:04 PM EDT	No
Jesse Scott	Apr 12, 2018 2:54 PM EDT	No
Alena Dvornikova	Apr 12, 2018 2:48 PM EDT	No



Project Criteria

Criteria	Points	Description
Proposal and Forms	Pass/Fail	Completed and submitted as requested
Project Team	40 pts	Provide organization chart and staffing plan, which clearly illustrates the key elements of the organizational structure of the entire team. Identify the project team members, including major and minor sub-consultants, and provide their contact information and technical resumes. Project management and key personnel shall be identified and past experience of each, as it relates to this project, shall be discussed. The City must approve any changes to the Project Management & Key Personnel. This section should include information only on the individuals who will perform work on this project. a. Credit shall be given for organization of the Proposer's team, including sub-consultants for the staffing of the project, including the key staff's experience (must denote specific roles & responsibilities with past projects) and skills relevant to the proposed assignments and teams that have worked together on previous projects.
Experience with Similar Projects	50 pts	Provide a listing of Master Plan Projects & Recreation/Multi-Generational Facilities, maximum of five, by a team member who is specifically part of the team proposed in the response. Identify the team member(s) specific role & responsibility on each project. Identify specific project details including but not limited to location, year, size, cost, and project description. Provide the contact



		information for the Owner. a. Each project will be awarded up to 8 points; more credit will be given for projects that are similar to the proposed project as well as more recently completed designs. b. Each Master Plan will receive up to 2 points.
Schedule and Availability	10 pts	Submit a proposed task schedule for proposed team members that identify anticipated milestones and their associated phasing: a. Credit shall be given based upon the availability of the proposed staff as well as for a realistic, comprehensive and logical schedule that minimizes contract duration. Proper attention should be provided to the project's critical path elements. b. Please refer to schedule included in the General Description section of this document.
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Proposal and Forms	Project Team	Experience with Similar Projects	Schedule and Availability
Supplier	/ 100 pts	Pass/Fail	/ 40 pts	/ 50 pts	/ 10 pts
S&ME, Inc.	76.25 pts	Pass	32.75 pts	35 pts	8.5 pts
Lose & Associates	73.75 pts	Pass	31.25 pts	35.5 pts	7 pts
Castle Bay Design Studio	70.75 pts	Pass	28.75 pts	35.25 pts	6.75 pts
CPH, Inc.	70.25 pts	Pass	29.5 pts	33 pts	7.75 pts



	Total	Proposal and Forms	Project Team	Experience with Similar Projects	Schedule and Availability
Supplier	/ 100 pts	Pass/Fail	/ 40 pts	/ 50 pts	/ 10 pts
Marquis Latimer + Halback	68.75 pts	Pass	28.25 pts	32 pts	8.5 pts
Dix.Hite + Partners	68.25 pts	Pass	30.5 pts	30.75 pts	7 pts
Pond & Company	66.75 pts	Pass	30.5 pts	27.75 pts	8.5 pts
Bentley Architects + Engineers, Inc.	66 pts	Pass	25.25 pts	33.75 pts	7 pts