



# MEMORANDUM

**To:** Mayor and City Council  
**From:** Steven S. Crowell, Jr., City Manager  
**Date:** October 14, 2013  
**CC:**

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**Subject:** Gateway Entrances

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The City Council previously directed staff to solicit a general scope of possible services from consulting firms to ascertain an estimate of the cost associated with improving the gateway entrances to the city. The gateways discussed by the City Council included I-95 and Exit 1; St. Marys Road and SR 40; and perhaps the SR 40 and Spur 40 intersection.

The intent of the request was to develop a coordinated plan within the city to improve the appearance, and perhaps functionality, of various entryways into the city. Previous plans have been developed, but the scopes of those plans were beyond the financial capability of the city. Any consultants providing updated design ideas would obviously review and consider the previous design work provided to the city.

City staff contacted various consultants to provide a general cost estimate based on the general discussion staff had with City Council. We received two proposals, one from the Valerie J. Hinesley (attached) in the amount of \$4,000 for landscape design and one from the Genesis Group (attached) in the amount of \$11,000 (again, these were based on a very general conceptual scope). I personally think that the fee proposals are low, but they do offer an initial fee "range" for consideration. A suggestion was also made to contact students with the Savannah College of Art and Design to ascertain their interest in assisting with the project.

If the City Council is interested in proceeding with the Gateway design proposal concept, then funding could be taken out of the General Fund fund equity (or SPLOST depending upon funding availability).

Valerie J. Hinesley, Landscape Architect  
1 Sorrelwood Cross  
Savannah, GA 31411  
(912)224-3091  
vhinesley@bellsouth.net

September 6, 2013

Mr. Artie Jones, III, Director  
Department of Economic Development  
400 Osborne Street  
St. Marys, GA 31558

Re: Proposal for Landscape Design for the St. Marys Road Gateway

Dear Mr. Jones:

Thank you for the opportunity to submit this proposal on the referenced project. I look forward to working with you. When this proposal is signed by both parties, it will serve as the Letter of Agreement for Professional Services for this project. The following outlines professional services, compensation, client responsibilities, and general provisions.

A. Professional Services

1. Landscape Design: Valerie J. Hinesley, Landscape Architect (VJH) will prepare landscape plans and specifications for the referenced project. The project includes 2.7 miles along St. Marys Road from the intersection of Georgia Highway 40 and ending at the intersection with Haddock Street. The design will include welcome signage and entranceway landscaping at each end of the project with a planting of trees in the roadway median the length of the project. Work will include preparing a preliminary concept plan with an estimate of costs for approval from the city. Final landscape documents will then be prepared for use by the City in obtaining bids for installation of the project. The scope includes one trip to St. Marys to visit the site and meet with City Staff. Additional site visits or meetings, coordination or approvals from DOT or any other outside agency, irrigation system design and construction review services are not included as part of the Scope of Work.
2. Additional Services: Any services not specifically outlined in the Scope of Work described above will be an additional service. Fees for additional services will be authorized in advance by the Client.

B. Compensation - The Client shall compensate VJH as follows:

1. Landscape Design - Lump sum fee of \$4000.
  2. Additional Services (if required) - Standard hourly rate of \$80.00.
- VJH will submit monthly invoices for professional services rendered. The invoices will be based on the percentage of the work completed for lump sum fees or the time spent during that month for hourly fees.

C. Client Responsibilities

1. Invoices are due upon receipt. Invoices are past due if not paid within 30 days of the invoice date. Failure to make payment within 60 days will result in suspension of services under this agreement until full payment is received.
2. Failure to make payment to VJH within 30 days will result in suspension of services under this agreement until full payment is received, or special arrangements are made in writing.

3. Past due invoices as defined by Items 1 and 2 above are subject to a service charge of 1-1/2% per month. Unless VJH is notified in writing of any disputed charge within thirty (30) days of the invoice date, the Client agrees that the invoice is correct and not subject to adjustment.

D. General Provisions

1. All construction documents prepared by VJH are instruments of service and shall remain the property of VJH whether or not the project for which they are made is executed. These documents are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to VJH. Any reuse without written verification from VJH will be at the Client's sole risk and without liability or legal exposure to VJH. The Client agrees to indemnify and hold harmless VJH for all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from such reuse. These documents may be used by other design professionals for the purpose of coordinating design of project to that of adjoining properties.
2. This agreement cannot be transferred or assigned without written consent of VJH.
3. VJH shall not be held responsible for any act or omission of any Architect, other Consultants, Contractor, Subcontractors, or the agents or employees of any of them, nor the acts or omissions of other persons performing any of the work.
4. Limitation of Design Professional's Liability - Client agrees, to the fullest extent permitted by law, to limit the liability of VJH to the Client for any and all claims, losses, costs, expenses, or damages of any nature whatsoever, including reasonable attorney's and expert witness' fees and costs, from any cause or causes, so that the total aggregate liability of VJH to the Client shall not exceed the total fee received by VJH for services rendered on this project. It is intended that this limitation apply to any and all liability or causes of action however alleged or arising, unless specifically prohibited by law.
5. It is agreed that the professional services of VJH do not extend to or include the full time review or site observation of the Contractor's work or performance. It is further agreed that the Client will defend, indemnify and hold harmless VJH from any claim or suit whatsoever, including but not limited to all payments, expenses, or costs involved, arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the contract documents. VJH agrees to be responsible for her own or her employee's negligent acts, errors or omissions.

If you are in agreement with this proposal, please sign the acknowledgment provided below and return as the notice to proceed with the work.

Sincerely,

*Valerie J. Hinesley*

Valerie J. Hinesley, Landscape Architect

The above statements are understood and accepted.

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date:



Landscape Architecture  
Urban Design  
Engineering  
Planning  
CEI

9822 Tapestry Park Circle  
Suite 201  
Jacksonville, Florida 32246  
Tel 904.730.9360  
Fax 904.730.7165  
www.GenesisGroup.com

October 8, 2013

Mr. Robert Marr, E.I.T.  
Public Works Director  
City of St. Marys  
418 Osborne Street  
St. Marys, GA 31558

**RE: Agreement for Professional Services  
St. Marys Gateway Project**

Dear Mr. Marr:

GGI, LLC dba GENESIS is pleased with the opportunity to assist you on the above referenced project. Per your request, we have prepared the following proposal to provide design analysis, gateway design concepts and prototypical planting alternatives for roadway median enhancements. Based upon our initial discussions, the following areas will be considered for gateway design improvements:

- St. Marys Road at I-95
- St. Marys Road / SR 40 Intersection
- SR 40 St. Marys Welcome/Gateway Enhancement
- St. Marys Road Bridge Enhancement at SR 40
- St. Marys Road / Colerain Road Intersection

The abbreviated project description, scope of services, CLIENT'S responsibilities, schedule, compensation and contract conditions are as follows:

**I. ABBREVIATED PROJECT DESCRIPTION**

The goal is to create an attractive entry experience to the City of St. Marys through the use of landscaping and the development of identifiable gateways at major intersections along the St. Marys Road corridor.

**II. SCOPE OF SERVICES**

**A. Pre-Design Analysis, Data Collection and Base Documentation**

In addition to roadway plans provided by the City of St. Marys, Genesis will obtain the latest available aerials for documentation of design and analysis work. A field review of the project area will be conducted for the purpose of gaining knowledge of the existing

character, potential, conditions and constraints unique to the St. Marys Road corridor; which is identified as the eastern edge of Interstate 95 to and including the SR 40 intersection. Particular attention will be given to the gateway opportunity locations at I-95 and the St. Marys Road intersections at Haddock Road and Colerain Road. The SR40 "Welcome" sign area and bridge will also be studied. Regulatory information including site distance requirements, clear zone requirements, horizontal clearance requirements and plant selection policies will be collected and analyzed to verify physical constraints and opportunities.

**B. Develop Concept Design and Prototypes**

Based upon the above analysis, prototypical designs will be prepared for the St. Marys Road corridor showing appropriate median and right-of-way planting areas based on GDOT standards for horizontal clearance and site visibility restrictions. Conceptual designs will be developed for gateway locations illustrating the specific planting materials, signage and other improvements that will be used to convey the gateway identity for the City. Deliverables will include a combination of color rendered plans, elevations and sketch graphics at a scale suitable for presentation. Genesis will provide opinions of cost on conceptual and prototypical designs to support budget analysis.

**III. CLIENT'S RESPONSIBILITIES**

- A. Provide GENESIS with roadway design documentation as may be available from prior roadway improvement projects.
- B. Provide GENESIS with existing utility information within project boundary that impacts design.
- C. Provide GENESIS with any information, agreements, and/or restrictions that may be in effect on the property and impact the design guidelines or criteria for the project.
- D. Payment of any and all impact, review and permitting fees.
- E. The CLIENT shall provide GENESIS with access to the site for activities necessary for the performance of the services. GENESIS will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

**IV. SCHEDULE**

Upon receipt of a fully executed copy of this Agreement, GENESIS shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder.



## V. COMPENSATION

Our fees for the described services are outlined in the following table. We have provided "Lump Sum Fees" for the services identified in the Scope of Work. Lump Sum Fees do not include Reimbursable Expenses directly associated with this project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs). Reimbursable Expenses will be invoiced at their direct cost plus fifteen percent (15%) for handling but will not exceed \$ 500 without prior written authorization. Our fee schedule is as follows:

### FEE SCHEDULE

Scope of Services	Lump Sum Fee
II. A. Pre-Design Analysis Phase	\$ 2,500
II. B. Concept Development	\$ 8,000
Reimbursable Expenses (Estimated)	\$ 500
<b>TOTAL</b>	<b>\$11,000</b>

Note: The proposed fees are only valid if this Agreement is signed by both parties within 30 days from the date of transmittal and all work is authorized within 12 months.

GENESIS shall submit invoices to the CLIENT on a monthly basis for the work accomplished based on our estimate of the approximate fee earned. Invoices shall be payable upon receipt of the invoice. GENESIS reserves the right to suspend all services on the CLIENT'S project if an invoice remains unpaid 30 days after the date of the invoice. If suspended, work will not resume until all outstanding invoices are paid in full. Accounts unpaid 30 days after the invoice date shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of GENESIS. In the event any portion of a CLIENT account balance remains unpaid 90 days after the date of invoice, the CLIENT shall pay all collection costs, expert witness fees, and other associated fees, including reasonable attorney's fees. If services under this Agreement continue for a period of more than twelve (12) months from the date of this Agreement, the fees contained in the Fee Schedule shall be subject to re-negotiation at the sole discretion of GENESIS. In the event of unsuccessful re-negotiations following the said 12-month period of service, GENESIS shall have the sole and exclusive right of termination of the Agreement upon written notice to CLIENT. Any change in such fees shall apply to the unfinished services as of the effective date of such change.

In the event the referenced project or the services of GENESIS called for under this Agreement is/are suspended, canceled or abandoned by the CLIENT, GENESIS shall be given five (5) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, cancellation or abandonment.

## **VI. ADDITIONAL SERVICES**

Services authorized in writing by the CLIENT other than those specifically listed in the Scope of Services and which are agreed to be performed by GENESIS by written addenda to this Agreement shall be considered Additional Services for which the CLIENT shall compensate GENESIS at an agreed upon lump sum fee or the GENESIS current hourly rates for the actual personnel involved in the tasks (see attached Hourly Rate Schedule). Additional Services may include, but not be limited to, the following items:

- A. Presentation of conceptual and prototype designs at city public hearings.
- B. Detailed design drawings or drawings as required for approval of enhancement projects located within State rights-of-way.

## **VII. EXCLUDED SERVICES**

Anything not specifically stated within the Scope of Services.

## **VIII. INDEMNIFICATION**

The CLIENT shall indemnify and hold harmless GENESIS and all of its employees, officers, directors and other personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees and costs associated with such claims) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT, anyone directly or indirectly employed by the CLIENT (except GENESIS), or anyone for whose acts any of them may be liable.

## **X. RISK ALLOCATION**

In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and GENESIS, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the total liability for any claim of any nature whatsoever arising out or related to the performance of services under this Agreement, as to GENESIS and their employees, officers, and directors shall be limited, in the aggregate amount of any/all such claim(s) to fifty thousand and 00/100 dollars (\$50,000.00) or the total fees for professional services paid by the CLIENT pursuant to the Agreement, whichever amount is less.

## **XI. MEDIATION**

In the event of a dispute regarding any of the Parties' obligation hereunder, the Parties shall, no less than 90 days prior to the initiation of litigation relating to any such dispute, engage in pre-suit mediation. GENESIS may choose to file suit without pre-suit mediation in disputes pertaining to non-payment where there is no timely, written notice from the CLIENT as to a dispute relating to unpaid invoices.

Unless the parties mutually agree otherwise in writing, the said pre-suit mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## **XII. MISCELLANEOUS PROVISIONS**

The Parties expressly waive their rights to claim consequential damages of any kind, nature or species which relate to the performance of obligations by either Party to this agreement, which waiver provision shall be applicable to the Parties to this Agreement, as well as their employees, officers, and directors.

## **XIII. REUSE OF DOCUMENTS**

All documents prepared or furnished by GENESIS (and GENESIS' independent professional subconsultants) pursuant to this Agreement are instruments of service in respect of the project and GENESIS shall retain an ownership and property interest therein. The CLIENT may make and retain copies of information and reference in connection with the use and occupancy of the project by the CLIENT and others; however, such documents shall not be used by the CLIENT or others for any other endeavor without written consent of GENESIS. Any reuse without written verification or adaptation by GENESIS for the specific purpose intended will be at the CLIENT'S sole risk and without liability or legal exposure to GENESIS, and the CLIENT shall indemnify and hold harmless GENESIS and GENESIS' independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

## **XIV. APPLICABLE LAWS**

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Florida.

In the event of litigation regarding the Parties' obligations hereunder, the Parties expressly agree venue for such litigation shall be conducted in the county in which the Project is situated.

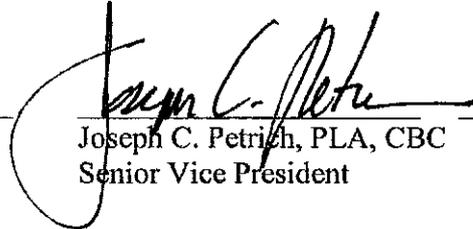
This proposal represents the entire understanding between us with respect to the project and may only be modified in writing, signed by both parties. If you have any questions regarding our fee proposal, please call so we can clarify or revise our understanding of the project scope. GENESIS appreciates the opportunity to submit this proposal, and we look forward to providing you with the professional services requested.

Sincerely,

GENESIS

  
G Brian Wheeler, RLA, CNU  
Executive Vice President

10.8.13  
Date

  
Joseph C. Petrich, PLA, CBC  
Senior Vice President

10.8.13  
Date

The signature below authorizes the work herein described to proceed and does so on behalf of the Signatory and on behalf of the City of St. Marys, the Owner of the land or property upon which the work is to be performed, and warrants that he/she has authority to sign this Agreement on behalf of the Signatory and on behalf of the Owner of the land. The signature below further authorizes GENESIS to serve notice to Owner of the land under this Agreement in accordance with Section 713.06, Florida Statutes.

ACCEPTED BY:

\_\_\_\_\_  
CLIENT Signature  
Business Name:  
Phone:  
Fax:  
E-Mail:

\_\_\_\_\_  
Typed Name and Title                      Date