

8/29/2022



Mr. Michael Thompson  
City Administrator  
City of Foley  
407 E. Laurel Ave.  
Foley, AL 36535

***Re: Landscape excellence at Heritage Park Improvements 2022***

Dear Mr. Thompson:

WAS Design, Inc. is pleased to provide a proposal for landscape architectural services for your project. We are excited to work on a project as distinctive as yours. We believe that we can deliver landscape architectural services for your project that match this distinctiveness.

We will accomplish this by three basic tenets of our business philosophy – by being progressive, by being responsive, and by being creative. We will progressively attack the problems presented during the project and look at cutting-edge solutions that offer the most value to the budget available. We will responsively meet needs – the needs of the site, the authorities having jurisdiction, and, most importantly, your needs – the client. We will listen and give you what you need and make it better than you expect. Finally, we will creatively design this project. Having recent experience with the site and understanding the high standards that are expected, we believe we are uniquely situated to deliver an insightful and distinctive landscape treatment for this new project. We will give you the best project possible.

We also understand the construction challenges you face. Given the construction experience within our firm, we are well positioned to offer solutions that most effectively achieve the goals for your project.

On the following pages you will find the proposed scope of services and agreement that WAS Design, Inc. intends to provide for your project. We appreciate the opportunity to make this proposal to you. Once you have had a chance to review everything, please feel free to contact me with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Watkins".

Chad Watkins, PLA, ASLA  
Principal  
lcw

8/29/2022

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City Administrator  
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Foley, AL 36535

## Heritage Park Improvements 2022

Foley, Alabama

Landscape Architectural Services

### I. ROLE AND RESPONSIBILITY

WAS Design's role on this project for the following scope of work is that of **prime consultant** leading the development of a hybrid-delivery civic area enhancement project. WAS will hire subconsultants as needed to complete the required design and engineering as indicated. WAS will provide contract documents for entitlements, bid, and construction. Within normal limitations to standard of practice by a landscape architect, our role during bid/negotiation and construction is as Owner-advisor, providing assistance to the Owner's project managers in their efforts to assure project quality.

### II. SCOPE AREAS AND CORRESPONDING ELEMENTS

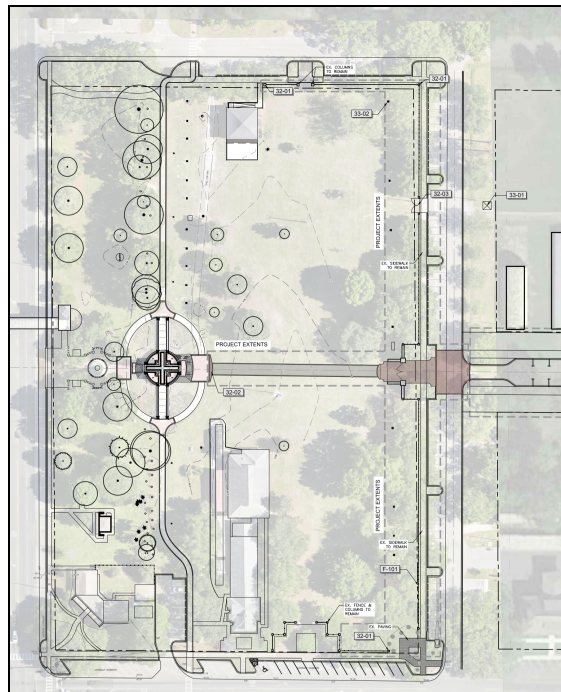


Figure 1: Project phase areas

**A. Site Landscape Design Elements (includes entry features and amenity areas)**

1. Hardscape design
  - a) Perimeter fencing
    - Detailed design to consider interaction with existing conditions, such as tree roots, benches and their paved pads, street lights, and site access points
  - b) Specialty paving
    - Specialty sidewalks
    - Specialty crosswalks
  - c) Gateway feature at driveway entrance(s)
  - d) Frontage wall (or wall-“esque”) feature
  - e) Signage location(s) and design schematics, per city regulation as applicable
2. Site furnishings design
  - a) Pedestrian walkways and plaza areas
  - b) Central Box Units (CBUs)
3. Landscape design
  - a) Context-sensitive plant material
  - b) Landscape per city regulations, as applicable
4. Irrigation design
  - a) Water-smart irrigation system
  - b) Central-controlled water management
  - c) Irrigation water source determination
  - d) Reclaimed water use, if available
  - e) Potable water around pool
5. Site lighting design
  - a) Street lighting upon request
  - b) Landscape lighting design in common areas as applicable
  - c) Lighting at signage

**B. Opinion of Probable Budget**

Our budget numbers below reflect estimated unit pricing for the project areas shown in *Figure 1*. We believe the budget for material, labor, and other costs necessary to complete the job will be around the \$265k number shown in *Figure 2*.

Note that we have excluded all Owner-build site electrical from this budget as we understand that effort is by others and will not be bid as part of this scope of service. We will, however, add the design information, provided by Owner, to our plans for coordination purposes as an existing/anticipated site condition.

<b>OPINION OF PROBABLE CONSTRUCTION BUDGET</b>				
<b>Heritage Park Improvements 2022</b>				
8/29/22 1:45 PM				
Item (Unit)	%	Units	Unit cost	Budget
<b>Site Landscape</b>				
Hardscape design				\$ 232,700.00
Fence, perimeter, metal, decorative (lf)		840	\$ 90.00	\$ 75,600.00
Entry walls/column features (LS)		1	\$ 25,000.00	\$ 25,000.00
Columns @ X' ht (EA)		10	\$ 2,500.00	\$ 25,000.00
Gates/gateway feature (EA)		4	\$ 1,600.00	\$ 6,400.00
Sidewalk, concrete (EA)		3,000	\$ 5.50	\$ 16,500.00
Unit paving, specialty, ped (sf)		1,900	\$ 18.00	\$ 34,200.00
Unit paving, specialty, veh (sf)		2,000	\$ 25.00	\$ 50,000.00
Site furnishings design				\$ 7,200.00
Ped walks and plazas (ea)		6	\$ 1,200.00	\$ 7,200.00
CBUs		0	\$ 1,200.00	\$ -
Planting and Irrigation				\$ 19,875.00
Large Trees		0	\$ 900.00	\$ -
Medium Trees (ea)		12	\$ 550.00	\$ 6,600.00
Green Space (sf)		2,000		
Planting Area (% of GS)	75%	1,500	\$ 6.00	\$ 9,000.00
Turf Area (% of GS)	25%	500	\$ 0.55	\$ 275.00
Irrigation (sf)	100%	2,000	\$ 2.00	\$ 4,000.00
Lighting/electrical				\$ 7,000.00
Owner site electrical (RV hookups)		0		\$ -
Owner lighting (middle of park)		0		\$ -
Accent lighting (EA)		10	\$ 700.00	\$ 7,000.00
<b>Site Landscape Sub-total</b>			<b>\$</b>	<b>266,775.00</b>
<b>Hard Construction Budget Estimate</b>			<b>\$</b>	<b>266,775.00</b>

**Figure 2: Opinion of Probable Construction Budget**

### C. Fee rationale

We understand that the Client/Owner will see some cost savings that are less than this budget by fractionalizing the work described herein to reduce/remove General Contractor markups, and/or by coordinating self-performance of the work. *We are proposing our fees as a function of the amount shown above without cost reduction based on these factors.* We believe that the work WAS will have to perform to separate the drawing set to coordinate this effort, along with the additional coordination among drawings, will require the differential in what might have been expected as reduced design fees.

We also understand that some of this work may be deferred until future phases, and that determination will be made during the course of this work. We propose to provide the design for the work as if it will be included at present, and should the Client decide to defer the work, whether by bid alternate or prior to bid, WAS will adjust drawings accordingly, and provide drawings for deferred work so it can be 'on the shelf' to be bid at a later date.

### III. SCOPE OF SERVICES

*Project delivery method(s):*

This project will be delivered in a hybrid method. Some portions of the work will be delivered by design-bid-build (DBB) project delivery and some by Owner-build (OB) method. This is expressed in the far-right column of Figure 2 as it relates to each scope item.

The DBB work will be prepared and assembled into a bid document set for public bid through a typical public bid process, with the contract awarded in the same manner. WAS will lead the bidding process on behalf of the Owner. WAS will provide Construction Observation services as a limited part of the contract management work on behalf of the Owner.

Some portions of the work will be delivered by an Owner-build (OB) method. The OB work will be designed and documented with the DBB work, but will be referenced distinctively to enable more clarity in the division of the work. The OB work will be prepared in one or more bid document sets that will be provided to the Owner. The Owner will then manage a purchase order, or bid process, as required for these select OB items. WAS will provide Construction Observation services upon request as a limited part of the contract management work on behalf of the Owner.

#### A. Schematic Design (some tasks already completed)

During this phase, WAS Design, Inc. will perform tasks that will include:

1. Perform field measurement **site visit** to document as-built conditions, such as tree and site furnishings locations and descriptions.
  - a. Should an as-built survey be required, Owner may elect to procure this or direct WAS to procure this on the Owner's behalf and bill against the fee allowance line item.
  - b. Should a geotechnical report be required, Owner may elect to procure this or direct WAS to procure this on the Owner's behalf and bill against the fee allowance line item.
2. Preparation of digital **base plan** including all client-provided site plan data and the project area survey.
3. Preparation of a **concept plan** of the project areas to be presented for review and comment. These drawings will consist of desired elements from the client wish list and other necessary provisions to facilitate the optimum design.
4. Attendance at **presentation meeting(s)** to present and discuss work process and product, and listen to client feedback.

5. Preparation of a **before/after sketch-over-photo visualization** of the preferred concept plan to further vet the design in three dimensions. Base photo has been taken by WAS.
6. Preparation of proposed **style/inspiration palette** for project. This imagery is a dynamic tool intended to be discussed and adjusted based on client input.
7. Attendance at **presentation meeting(s)** to present and discuss work process and product, and listen to client feedback.
8. Cost **opinion** based on Schematic Design drawings.

*Up to two design meetings at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.*

## **B. Design Development**

Based on the previous phase's approved drawings, we will prepare deliverables for the significant project elements that include:

1. Preparation of proposed **materials palette** for project. This list is a dynamic tool intended to be discussed and adjusted based on client input.
2. Prepare **3d imagery or progress drawings** to communicate design intent and refine decisions on proposed materials, colors, and other specific selections required for completion of the contract documents in the following phase.
3. Upon evaluation, prepare **Maintenance Implications summary**.
4. Identify required approvals and confirm project delivery type for assemblies/elements/scopes of construction.
5. **Cost opinion** based on Design Development drawings.

*Up to two design meetings at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.*

## **C. Construction Documents**

Construction Documents will be based upon the project delivery method defined previously. We will prepare the following deliverables based on the previous phase's approved drawings:

1. **Cover Sheet**
2. **Existing Conditions Plans**
  - a. To communicate how the work should be received by the contractor, whether by as-built survey or proposed work by others.
  - b. When work is scheduled to be performed between the bid date and construction start, an *Anticipated Conditions Plan* may be prepared and included.

3. **Hardscape Plans**
  - a. Structural engineering, as required, will be provided by subconsultant and billed against the fee allowance line item.
4. **Landscape Grading and Drainage Plans**
  - a. At areas of pedestrian paving, specifically
  - b. To be coordinated with civil grading and drainage
5. **Planting Plans**
6. **Irrigation Plans**
7. **Landscape Lighting Plans**
  - a. With fixture location and type, and description of desired lighting effect per fixture.
  - b. Electrical engineering, as required, will be provided by subconsultant and billed against the fee allowance line item.
8. **Site Furnishings Plans**
9. **Project Manual**
  - a. Bid/Procurement Specifications, Divisions 00, as applicable to scope
  - b. General Requirements Specifications, Division 01, as applicable to scope
  - c. Technical Specifications, Divisions 02-49, as applicable to scope
  - d. To be provided in Masterformat 2012 format
10. **Opinion of Probable Budget (OPB)**
11. **Unit-price Bid Form**
  - a. Based on OPB format

*Two Design review instances are recommended at the 50% and 95% drawing completion stages. These reviews are considered to be handled via electronic review.*

### **C. Bidding/Negotiation Assistance**

During the bid process, WAS Design, Inc. will assist the Owner by offering the following services:

1. Assist owner in formulation of qualified bidders list.
2. Respond to contractor's requests for information and issuance of supplemental instructions or addenda as necessary.
3. Participation in one pre-bid conference at project site;
4. Assist owner in evaluation of bids or proposals (via e-mail).
5. Make recommendations on award of Contract(s).
6. Preparation of procurement/bid documents, including coordination, reproduction, and distribution of bidding documents to qualified bidders;
7. Assist in preparation/review of contracts.

## **E. Construction Observation**

Our services during this phase of the Work could include:

1. **Submittal review** of shop drawings, product data and other items required by the Contract Documents. This is for the purpose of checking for conformance with information given and the design concept expressed. *(This task accounts for 20% of the scope effort.)*
2. **Periodic site visits and/or construction-related meetings** (14 allocated) to observe construction of scope elements. Recommended site visit instances include but are not limited to:
  - a. Pre-Construction Conference after award of bid (on-site) with General Contractor
  - b. Pre-installation Conferences w/applicable trades/sub-contractors (on-site)
  - c. Periodic progress reviews (on-site)
  - d. Testing of systems (on-site)
  - e. Substantial completion
  - f. Final acceptance
  - g. End of one-year warranty period
3. **Preparation of site visit reports** to keep the Owner informed of the progress of the Work;
4. Review and certification of Contractor's Applications for payment, if requested.

## **IV. AGREEMENT QUALIFICATIONS**

### **A. Assumptions**

The client or design team members shall provide to WAS Design the following information or services as required for performance of the work. WAS Design assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information:

1. Boundary & topographic survey w/as-built elements
2. Proposed design work from other disciplines

### **B. Exclusions**

All specific deliverables for this project are identified within the Scope of Work portion of this agreement and are noted in bold letters. The following information is not a part of the agreement, unless specifically noted, and would be proposed under a separate agreement if required. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be



billed as Additional Services.

1. Civil and/or Geotechnical Engineering
2. Land Surveying
3. Structural Engineering
4. Mechanical/Electrical/Plumbing Engineering
5. Aquatics Engineering
6. Building Architecture

### **C. Definitions/Abbreviations**

The following definitions are provided to give a clear understanding of terms that may be used to describe Scopes of Work within Tasks listed throughout this agreement.

<b>Term</b>	<b>Definition</b>
Attend	WAS Design will be present at meetings and hearings as described in the task item
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by WAS Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by WAS Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by WAS Design
Provide	Plans, documents, and products made available by WAS Design
Minor Revisions	Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item
AHJ	Authorities-having-jurisdiction
HNTE	Hourly rates, not to exceed
Fee allowance	Fee amount provided as a budget placeholder, in advance of scope definition for corresponding consulting work. Final costs may be more or less than the amount identified in this proposal.

## **V. TERMS AND CONDITIONS**

### **A. Standard Terms**

1. WAS Design will invoice work on a monthly basis based on work completed.
2. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate on trips that result in a round trip of over 30 miles.
3. Client agrees to pay all invoiced fees and costs within 30 days of receipt of invoice.
4. Payment will not be subject to AHJ approval of the project and/or the cash flow status of the project.
5. Past due invoices shall be assessed a 1.5% late charge for each month past due. In the event fees and/or costs are not paid when due, client agrees to pay all costs including time + expense of staff working toward collections and reasonable attorney's fees.
6. Some scope items will be billed on an hourly basis. Where a task is based on an estimated fee or allowance, these tasks will be billed by hours spent and may be less or more than the fee for each task.

7. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
8. Upon the parties signing this Agreement, WAS grants Client a nonexclusive license to use WAS' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by WAS, including but not limited to, drawings and specifications, are the property of WAS. These documents shall not be reused on other projects without WAS' written permission. WAS retains all rights, including copyrights, in its documents. Client or others cannot use WAS' documents to complete this Project with others unless WAS is found to have materially breached this Agreement.

## **B. Specific Terms**

1. Written or verbal request to perform tasks or written acceptance of documents constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
2. Approval of Services/Changes to Approved Services -WAS shall proceed with a phase, part of phase, or design package of the Scope of Services only after receiving the Client's written or email approval of the Services and deliverables provided in the previous phase and written or email authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.
3. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
4. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination WAS Design will provide client all task items billed and paid for and client shall pay all fees and costs for tasks completed to time of termination.
5. Any responsibility for safety measures/protocols, etc. are the sole responsibility of the General Contractor, and are expressly excluded from the scope of this contract.
6. Design work done prior to this proposal date is to be considered a part of this work effort and is subject to inclusion as part of the progress of this work's tasks.
7. Design fees for combined Scopes A, B, and C are a mathematical function of the proposed opinion of probable budget which is correlated to the scope of services defined herein. Should bid amounts come in higher than the budget opinion, fee adjustment increases shall be paid in a pro rata manner for the indicated scope items A, B, and C.

## **VI. PRODUCTION AND FEES**

### **A. Coordination and Staffing**

WAS Design, Inc. will coordinate the work outlined in this proposal with that of other team consultants. WAS Design, Inc. will attend project meetings as needed, and prepare written comments and supplemental drawings as necessary.

Chad Watkins will be Principal-in-charge of the project, and Dan Majors will serve as Project Manager, responsible for overall job production and the day-to-day scheduling of the Work. Additional professional, drafting and administrative personnel will be assigned to the project as needed.

### **B. Fee Schedule/Compensation**

We propose to provide the services at the fees/rates described below:

<b>Item</b>	<b>Scope of service phase</b>	<b>Amount &amp;</b>	<b>Fee type</b>
A	Schematic Design	\$4,500.00	Fixed fee
B	Design Development	\$4,300.00	Fixed fee
C	Construction Documents	\$8,500.00	Fixed fee
		<b>\$17,300.00</b>	<b>TOTAL</b>
D	Bid/Negotiation Assistance	Hourly rates	upon request
E	Construction Observation	Hourly rates	upon request
EE	Electrical Engineering	\$3,500.00	Fee Allowance
SE	Structural Engineering	\$2,500.00	Fee Allowance
LS	Land Surveying	\$4,500.00	Fee Allowance
GE	Geotechnical Engineering	\$3,500.00	Fee Allowance

### **C. Standard Hourly Rates**

Principal	\$150.00
Landscape Architect I	\$120.00
Staff Designer	\$105.00
Administrative Staff	\$65.00

## VII. ACCEPTANCE OF AGREEMENT

WAS Design shall provide the services described within the Scope of Work per the Fee Schedule as identified in this proposal. The undersigned shall provide payment based on the Agreement Qualifications and the Terms and Conditions as identified in this proposal.

If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

**WAS Design, Inc.**

**City of Foley**



\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

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Principal

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Title

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8/29/2022

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Date

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Date