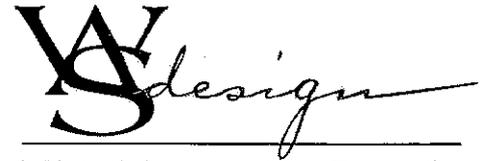


May 1, 2013

Mayor John Koniar & City Council
City of Foley
407 East Laurel Ave.
Foley, Alabama 36535



WATKINS • ACY • STRUNK
landscape architecture • land planning • placemaking

Re: Creating a "Sense of Place" at the Dog Park and Parking Lot

Dear Mayor Koniar & Council:

Watkins Acy Strunk 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. We appreciate the privilege of having already helped to frame the scope of this project. We intend to put our best efforts toward bringing these great ideas to fruition. 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 Watkins Acy Strunk 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,

Chad Watkins, RLA, ASLA, CDT, CSI, LEED AP BD+C
Principal
lcw

May 1, 2013

Mayor John Koniar & City Council
City of Foley
407 East Laurel Ave.
Foley, Alabama 36535

Dog Park and Parking Lot

Foley, Alabama

Urban Design and Landscape Architectural Services

I. SCOPE AREAS AND CORRESPONDING ELEMENTS

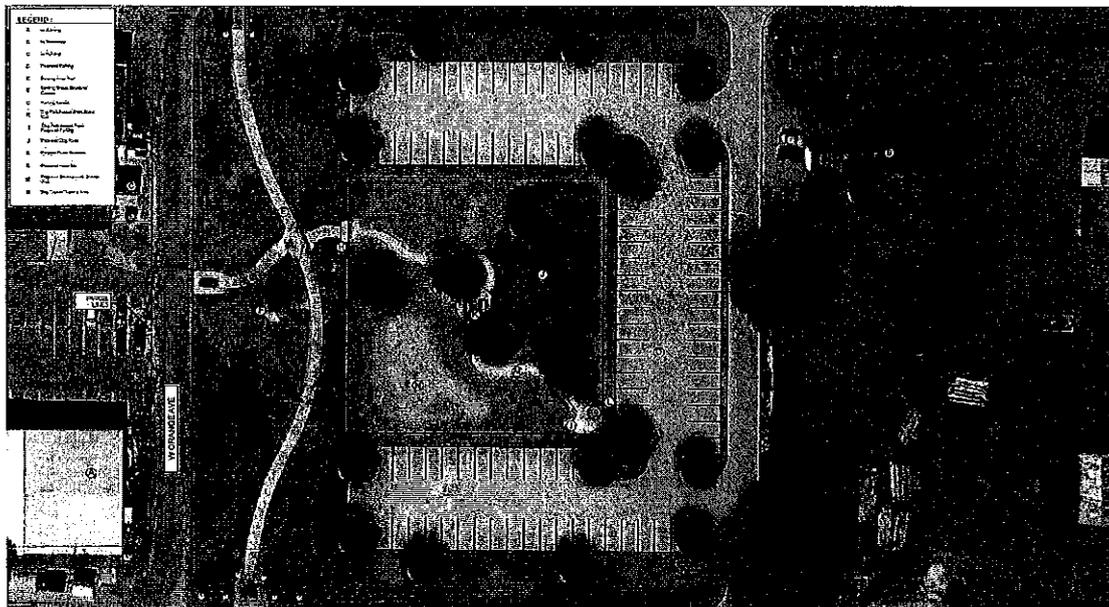


Figure 1: Project phase area

A. Landscape and Site Development Elements

1. Hardscape Design
 - a) *Signage location(s) and design schematics, per city regulation as applicable*
 - b) *Gateway feature at driveway entrance(s)*
 - c) *Fencing, as required*
 - d) *Specialty paving*
 - Sidewalks
 - Parking Areas (Pervious and impervious)
 - Golf cart/multi-use path
 - Crosswalks
 - Vehicular emphasis areas
 - Clubhouse drop-off/porte-cochere (if applicable)
 - Site Furnishings for pedestrian walkways, plazas, and park area
2. Pedestrian and parking area grading and drainage (IBC, ADAAG standards)
 - a) *Surface Grading Design*
 - Spot elevations of critical points
 - Slope requirements where applicable
 - b) *Drainage System Design by City Staff as required*
 - c) *Note: Parking areas are **not** included in budget, but are included as part of work.*
3. Landscape and Irrigation design
 - a) *Tropical-sturdy plant material*
 - b) *Landscape per city regulations, as applicable*
4. Site Lighting Design
 - a) *Landscape Lighting Design in park area*
5. Landscape and Irrigation Design (Best Practices/Jurisdictional req's)
 - a) *Tropical-sturdy plant material*
 - b) *Central-controlled irrigation system*
6. Irrigation Water source determination
 - a) *Reclaimed water use, if available*
 - b) *Potable water around pool area*

B. Opinion of Probable Budget

Our numbers reflect unit pricing for the areas shown in *Figure 1: Project phase area*. We believe the budget for material, labor, and other costs necessary to complete the job will be around the numbers shown below:

P5 Foley Streetscape					
Landscape Development - Area C					
<i>Opinion of Probable Budget</i>					
Prepared by Watkins Acy Strunk Design, Inc.					
4/18/2013					
	06 WOOD				
SYMBOL	DESCRIPTION	QTY	UNIT	COST	TOTAL
2-Jun	WOODEN DECK	452	SF	\$ 15.00	\$ 6,780.00
	32 EXTERIOR IMPROVEMENTS				
SYMBOL	DESCRIPTION	QTY	UNIT	COST	TOTAL
32-01	IRRIGATED AREA	33,263	SF	\$ 0.75	\$ 24,947.25
32-01	TURF AREA	30,000	SF	\$ 0.30	\$ 9,000.00
32-01	SHRUB AREA	3,263	SF	\$ 3.00	\$ 9,789.00
32-02	PROPOSED TREES	22	EA	\$ 600.00	\$ 13,200.00
32-03	PERVIOUS PEDESTRIAN WALK TYPE A	1,504	SF	\$ 8.00	\$ 12,032.00
32-04	PROPOSED DOG POND	3,930	SF	\$ -	\$ -
	FENCE				
SYMBOL	DESCRIPTION	QTY	UNIT	COST	TOTAL
F-103	ORNAMENTAL FENCE TO MATCH EXISTING	627	LF	\$ 45.00	\$ 28,215.00
	GATE				
SYMBOL	DESCRIPTION	QTY	UNIT	COST	TOTAL
G-101	GATE AT FENCE, 4' WIDE	4	EA	\$ 400.00	\$ 1,600.00
	PAVING				
SYMBOL	DESCRIPTION	QTY	UNIT	COST	TOTAL
P-107	PAVING TO MATCH EXISTING BIKE TRAIL	206	SF	\$ 5.00	\$ 1,030.00
P-112	PERVIOUS PARKING TYPE A	35,198	SF		\$ -
P-113	ASPHALT PARKING TYPE B	19,502	SF		\$ -
	SITE FURNISHINGS				
SYMBOL	DESCRIPTION	QTY	UNIT	COST	TOTAL
S-106	TABLES TABLE-O-51	2	EA	\$ 400.00	\$ 1,200.00
		GRAND TOTAL			\$ 107,793.25

II. SCOPE OF SERVICES

A. Schematic Design

Watkins Acy Strunk Design, Inc. will develop Schematic Design (SD) drawings that could include:

1. Preparation of digital **base plan** including all client-provided site plan data and data collected from a site visit.
2. **Conceptual master plan drawings** of the park and parking lot area and site development areas will be submitted 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.
3. **Character sketches** of significant elements.
4. **Hardscape materials palette** graphic that displays example materials and elements.
5. **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. SD drawings will be approved by Client prior to proceeding with Design Development drawings.

B. Design Development

Based on the approved SD drawings, we will prepare DD documents of the significant project elements that include:

1. **Hardscape plans** with specialty paving materials and finishes with products, materials and method of construction noted on plan drawing;
2. **Planting plans** with specific plant species denoted;
3. Schematic **landscape grading and drainage plans** of the pool and amenity area that show level changes and drainage strategies and express coordination with civil grading and drainage;
4. Schematic **landscape and site lighting plans** with locations and descriptions of recommended lighting effects;
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. DD drawings will be approved by Client prior to proceeding with Construction Documents.

C. Construction Documents

Construction Documents will be based upon the following project scenario: single project with a single phase of construction, one drawing set, design-bid-build project delivery. We will prepare the following Construction Documents based on the approved SD document:

1. **Hardscape plans** and details for design elements listed.
2. **Landscape grading and drainage plans** and details for design areas listed.
3. **Planting plans** and details, including quantities, species, size, spacing, and specific criteria for plant selection and planting means and methods;
4. **Irrigation plans**, details, and schedule of materials for project area;
5. **Landscape and site lighting plans** with fixture location and type, with description of desired lighting effect per fixture.
 - a) *Photometric analysis will be performed for site and applicable building mounted lights.*
 - b) *Site lighting plans will be coordinated with electrical engineer for site electrical design.*
6. Preparation of **unit price list** for the Work, and;
7. Pertinent and applicable **specifications** in a format suitable for inclusion in a general bid package. Specifications will be provided in Masterformat 2004. *Division 00 and 01 specifications are not included in this proposal and are assumed to be provided by City Engineering Department for best coordination with City requirements.*

Two Design review instances are recommended at the 50% and 95% drawing completion stages. These reviews are considered to be handled via electronic review. Value engineering or changes made due to site plan modifications or after the 100% Construction Document submission will be billed to the Owner as additional services at hourly rates.

D. Bidding/Negotiation Assistance

During the bid process, Watkins Acy Strunk 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).

Other tasks that can be provided upon request as additional services:

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** to observe construction of landscape, irrigation, and lighting. Recommended site visit instances include but are not limited to:
 - a) *Pre-Construction Conference after award of bid (on-site)*
 - b) *Rough grading (within 2" of finish grade), utility marking, and tree staking*
 - c) *Commencement of paver installation*
 - d) *Irrigation and drainage system staking (heads and trenches)*
 - e) *Trenching, piping, and sprinkler head installation (trenches left uncovered)*
 - f) *Final testing of sprinkler system*
 - g) *Fine grading and tree staking (before any tree pits are dug)*
 - h) *Tree planting*
 - i) *Staking of bedlines and/or edging*
 - j) *Shrub planting*
 - k) *Substantial completion*
 - l) *Final acceptance*
 - m) *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.

III. 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 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 Engineering (see IV.B.4 Specific Terms)
2. Electrical Engineering
3. Geotechnical Engineering (see IV.B.4 Specific Terms)
4. Mechanical Engineering
5. Architectural Building Design
6. Architectural Construction Documents

C. Definitions/Abbreviations

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

Term	Definition
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

IV. 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 of collection including 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. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
3. 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.
4. Civil Engineering and/or Geotechnical Engineering work will be provided by City Engineering Staff. WAS will coordinate the inclusion of this information in the most appropriate manner possible with input and agreement from City Engineering Staff.

V. PRODUCTION AND FEES

A. Coordination and Staffing

Watkins Acy Strunk 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 will also 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:

A	Schematic Design	\$1,900.00
B	Design Development	\$2,700.00
C	Construction Documents	\$5,000.00
D	Bid/Negotiation Assistance	Hourly rates, with a target budget of \$600.00
E	Construction Observation	Hourly rates, with a target budget of \$1,500.00

C. Standard Hourly Rates

Principal	\$105.00
Landscape Architect I	\$85.00
Staff Designer	\$75.00
Administrative Staff	\$35.00

VI. 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
_____ Title	_____ Title
_____ Date	_____ Date