

RESOLUTION NO. 4901 -12
APPROVING FUNDS FOR DESIGN COSTS FOR THE CENTENNIAL
PLAZA

WHEREAS, the City of Foley adopted Resolution 4809-12 approving the conceptual design submitted by Wakins, Acy and Strunk (WAS) Design, Inc. and selected them to provide a proposal for the final design for the Centennial Plaza; and

WHEREAS, WAS Design's final design proposal is estimated at \$30,000; and

WHEREAS, the remaining balance (\$27,000) of the Centennial Project Plan is insufficient for the total final design cost.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

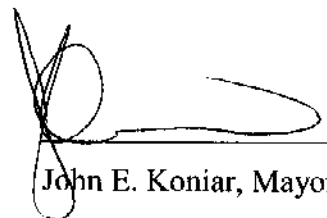
SECTION 1: Approves the final design proposal for the Centennial Plaza submitted by Wakins, Acy and Strunk Design, Inc.

SECTION 2: Authorizes the expenditure of \$8,000 for the "Donor Recognition Opportunity" Design and Design Development phases only.
Appropriates \$8,000, to be taken from the remaining Centennial Project Plan estimate balance (\$27,000), to Account No. 28-600-7110 Professional Services.

SECTION 3: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, ADOPTED AND APPROVED THIS 16th day of April, 2012.




John E. Koniar, Mayor

ATTEST:


Vickey Southern, CMC
City Clerk

AGENDA REQUEST FORM

DATE OF WORK SESSION: April 16, 2012

DATE OF COUNCIL MEETING: April 16, 2012

DEPARTMENT AND PERSON SUBMITTING ITEM: Administration, Mike Thompson & Suzanne Kellams

DESCRIPTION OF TOPIC: (who, what, when, where, why, and how much)

Consider agreement between City of Foley and Watkins, Acy, and Strunk Design, Inc for the final design for the Centennial Plaza. Discuss approving proposed total cost of \$29,975 but only authorizing expenditure of the Donor Recognition Opportunity Phase and 100% Design Development for an estimated \$8,000. Discuss authorizing Centennial Committee Chair Carolyn Hollis and Vice Chair Gary Pitts to expend funds on behalf of the Centennial Fund.

DESCRIPTION FOR PUBLISHED AGENDA:

Consider agreement between City of Foley and Watkins, Acy, and Strunk Design, Inc. for the final design for the Centennial Plaza. Discuss approving proposed total cost of \$29,975 but only authorizing expenditure of the Donor Recognition Opportunity Phase and 100% Design Development for an estimated \$8,000. Discuss authorizing Centennial Committee Chair Carolyn Hollis and Vice Chair Gary Pitts to expend funds on behalf of the Centennial Fund.

IS DOCUMENTATION ATTACHED (See attached list): ☒ Yes ☐ No

If item was previously approved under a Resolution or Ordinance have you included the number in the documentation? ☒ Yes ☐ No ☐ N/A

Is a copy of the Resolution/Ordinance attached? ☒ Yes ☐ No ☐ N/A

SOURCE OF FUNDING:

Please provide the amount requested: _____

Is this a budgeted item? ☐ Yes ☒ No

Please provide the budgeted amount: \$ 8,000 Account No. 28-600-7110

If budgeted, is this a capital purchase, capital project, or special fund? _____

Was this item included in the Fiscal Year Capital Projects Plan? ☒ Yes ☐ No

If yes, please provide the amount included in Capital Projects Plan: \$ 200,000

SS 4/11/2012

ID	Task Name	Duration	Start	Finish	Day
1	Receive notice to proceed	1 day	Wed 4/18/12	Wed 4/18/12	Wed
2	Design Recog. Opp. Design	6 days	Mon 4/23/12	Wed 4/25/12	Mon
3	3d Visualization Sketches	2 days	Mon 4/23/12	Tue 4/24/12	Mon
4	Meeting 01 (EIR)	1 day	Wed 4/25/12	Wed 4/25/12	Wed
5	DR Summary Document	5 days	Thu 4/26/12	Wed 5/2/12	Thu
6	Design Development	15 days	Thu 5/3/12	Tue 5/29/12	Thu
7	Hardscape Plan Prep	2 days	Thu 5/3/12	Fri 5/4/12	Thu
8	Grd & Drain Plan Prep	3 days	Mon 5/7/12	Wed 5/9/12	Mon
9	Arch Plans & Elevs	5 days	Thu 5/3/12	Wed 5/9/12	Thu
10	Meeting 02 (50 DDs)	1 day	Wed 5/16/12	Wed 5/16/12	Wed
11	Planning Plan Prep	1 day	Thu 5/17/12	Thu 5/17/12	Thu
12	Use Plan Prep	1 day	Fri 5/18/12	Fri 5/18/12	Fri
13	Sch. Structural Design	1 day	Mon 5/21/12	Mon 5/21/12	Mon
14	Cost Opinion Prep	1 day	Tue 5/22/12	Tue 5/22/12	Tue
15	Meeting 03 (100 DDs)	1 day	Tue 5/29/12	Tue 5/29/12	Tue
16	Construction Documents	25 days	Wed 6/6/12	Tue 7/3/12	Wed
17	Hardscape Plan Final	2 days	Wed 5/30/12	Thu 5/31/12	Wed
18	Grd & Drain Plan Final	2 days	Fri 6/1/12	Mon 6/4/12	Fri
19	Arch Plans & Elevs Final	3 days	Fri 6/1/12	Tue 6/5/12	Fri
20	Meeting 04 (50 DDs)	1 day	Tue 6/12/12	Tue 6/12/12	Tue
21	Planning Plan Final	1 day	Wed 6/13/12	Wed 6/13/12	Wed
22	Irrigation Plan Final	1 day	Thu 6/14/12	Thu 6/14/12	Thu
23	Use Plan Final	1 day	Thu 6/14/12	Thu 6/14/12	Thu
24	Structural Eng Final	1 day	Wed 6/6/12	Wed 6/6/12	Wed
25	Electrical Eng Final	2 days	Fri 6/15/12	Mon 6/18/12	Fri
26	Specifications Final	2 days	Tue 6/19/12	Wed 6/20/12	Tue
27	Cost Opinion Prep	1 day	Thu 6/21/12	Thu 6/21/12	Thu
28	Meeting 05 (65 DDs)	1 day	Thu 6/28/12	Thu 6/28/12	Thu
29	Finalize Drawing Set per mng	3 days	Fri 6/29/12	Tue 7/3/12	Fri
30	Deliver 100% CDs for bid	1 day	Wed 7/4/12	Wed 7/4/12	Wed

Project: ps120404new FCP-01304-0

Date: Wed 4/11/12

Task Split

Progress Milestone

Summary Project Summary External Tasks External Milestones

Deadline

Jan 1 '12 Jan 8 '12 Jan 15 '12 Jan 22 '12 Jan 29 '12 Feb 5 '12 Feb 12 '12 Feb 19 '12 Feb 26 '12 Mar 5 '12 Mar 12 '12 Mar 19 '12 Mar 26 '12 Apr 2 '12 Apr 9 '12 Apr 16 '12 Apr 23 '12 Apr 30 '12 May 7 '12 May 14 '12 May 21 '12 May 28 '12 Jun 4 '12 Jun 11 '12 Jun 18 '12 Jun 25 '12 Jul 2 '12



Revised April 11, 2012

Mr. Michael Thompson
City Administrator
City of Foley
407 East Laurel Ave.
Foley, Alabama 36535

Re: Signifying History at Foley Centennial Plaza

Dear Mr. Thompson:

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 have thoroughly enjoyed the process to arrive at the design we have achieved thus far. We very much look forward to continuing and improving our efforts as this project moves forward and is in place for Foley and its residents to enjoy. We will give you the best project possible.

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

April 11, 2012

Mr. Michael Thompson
City Administrator
City of Foley
407 East Laurel Ave.
Foley, Alabama 36535

Foley Centennial Plaza

Foley, Alabama
Landscape Architectural Services

SCOPE AREAS AND CORRESPONDING ELEMENTS

- **Plaza Design**
 - Hardscape (2006 ICC and ADAAG standards)
 - Paving
 - Walls, ramps, steps
 - Built-in seating
 - Various donor recognition opportunities
 - Electrical systems
 - Bell controls
 - Event electrical
 - Pedestrian area grading and drainage (2006 ICC and ADAAG standards)
 - Surface Grading Design
 - Spot elevations of critical points
 - Slope requirements where applicable
 - Pedestrian area Drainage Network Design (*if applicable*)
 - Pipe type, location, sizing, slopes, and invert elevations
 - Pipe profile drawings
 - Drainage structure types, locations, sizing, invert and grate elevations
 - Lighting Design
 - Pathway/area security lighting
 - Accent lighting
 - Landscape and Irrigation Design
 - Contextually-appropriate plant material (e.g. Rose Trail, memorial trees and camellias, etc.)
 - Water-efficient drip irrigation system
- **Architectural Design Package**
 - Clock Tower base
 - Clock Tower modifications
 - Utility/controls provisions for bell tower

- **Structural Design Package**
 - Wall and footing design and reinforcement
 - Miscellaneous connections and fasteners
 - Clock Tower base structure
 - Base-to-Clock Tower connection
 - Clock Tower modifications
- **Electrical Design Package**
 - “Event” electrical outlets and controls
 - Bell controls and service
 - Circuit diagrams, service, and controls for lighting system



Figure 1. Basis of design image for fee proposal

NOTES	QTY	COST	TOTAL
TOWER BASE (ea)	1	\$ 60,000.00	\$ 60,000.00
PAVING - UNIT PAVERS (sf)	3,406	\$ 14.00	\$ 47,684.00
PAVING - CONCRETE (sf)	3,242	\$ 4.00	\$ 12,968.00
DRAINAGE (sf)	3,406	\$ 4.00	\$ 13,624.00
LENGTH OF WALL (lf)	225	\$ 355.00	\$ 79,875.00
SHORT COLUMN (ea)	4	\$ 1,500.00	\$ 6,000.00
TALL COLUMN (ea)	8	\$ 3,000.00	\$ 24,000.00
CAST STONE STAIR TREAD (lf)	210	\$ 140.00	\$ 29,400.00
PLANTING - MEDIUM LEVEL (sf)	5,785	\$ 3.00	\$ 17,355.00
PLANTING - TURF (sf)	10,031	\$ 0.30	\$ 3,009.30
IRRIGATION (sf)	15,816	\$ 0.85	\$ 13,443.60
LITE ACCENT (ea)	50	\$ 475.00	\$ 23,750.00
SITE ELECTRICAL (ea)	1	\$ 10,000.00	\$ 10,000.00
	TOTAL		\$341,108.90

Table 1. Basis of design budget for fee proposal (numbers exclude bell/clock tower cost).

SCOPE OF SERVICES

A. Schematic Design

Schematic Design work has already been performed as an in-kind donation to the City of Foley for this project.

B. “Donor Recognition Opportunity” Design

Based on the approved SD drawings, we will meet with the Centennial Committee or applicable subcommittee to determine donor recognition opportunities to be incorporated into the project’s design. This exercise will allow accuracy in number of donation opportunities allowed, and also precision in detailing of built elements to facilitate optimized construction efforts.

1. **3-D Visualization Sketches** will be reviewed and marked-up to record available opportunities for donor recognition.
2. **Meeting attendance** as required to perform the work.
3. **Donor Recognition Opportunities Summary Document** will be prepared and submitted for committee use and record keeping. This document will facilitate marketing (graphic examples of donor opportunities) and management (identification and quantification of all donor opportunities noted.)

C. Design Development

Based on the approved SD drawings, and incorporating the Donor Recognition Opportunities that are determined, we will prepare DD documents of the significant project elements that include:

1. **Hardscape plans** 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. **Architectural plans and elevations** of the Clock Tower base and applicable Clock Tower modifications;
6. **Schematic Structural Design** for Clock Tower base and mods;
7. **Cost opinion** based on Design Development drawings.

Three client meetings are included in this phase of work.

D. 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 method.

One special criteria of note is that materials will be paid for by the City of Foley to take advantage of tax-exempt status. The selected Contractor will still manage all other procurement responsibility.

We will prepare the following Construction Documents based on the approved DD 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.
6. **Architectural plans** will be provided for elements listed.
7. **Structural engineering** will be provided for elements listed.
8. **Electrical engineering** will be provided for elements listed.
9. Preparation of **unit price list** for the Work, and;
10. Pertinent and applicable **specifications** in a format suitable for inclusion in a general bid package. *Specifications will be provided in Masterformat 2004. Division 01 specifications will be coordinated with City of Foley engineering department to insure conformance with applicable standards and procedure.*

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.

E. 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.
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.

F. Construction Observation

Our services during this phase of the Work could include:

1. **Submittal review** of shop drawings, product data and other submittals for this part of the Work, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. *(This task accounts for 20% of the scope effort)*
2. **Periodic site visits and/or construction-related meetings (14)** to observe construction of hardscape, 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. *Completion of staking and layout*
 - d. *Commencement of and at periodic intervals of hardscape progress*
 - e. *Irrigation and drainage system staking (heads and trenches)*
 - f. *Trenching, piping, and sprinkler head installation (trenches left uncovered)*
 - g. *Final testing of sprinkler system*
 - h. *Fine grading and tree staking (before any tree pits are dug)*
 - i. *Tree planting*
 - j. *Staking of bedlines and/or edging*
 - k. *Shrub planting*
 - l. *Substantial completion*
 - m. *Final acceptance*
 - n. *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.

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. Topographic Survey
- 2. Surveying
- 3. 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
- 2. Mechanical Engineering

C. Definitions

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

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. 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.
7. 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.

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	\$4,500.00 Pro-bono work already performed
B	"Donor Recognition Opportunity" Design	Hourly, not to exceed \$2,000.00
C	Design Development	\$6,000.00
D	Construction Documents	\$12,000.00
E	Bid/Negotiation Assistance	\$1,800.00 (Donated back to fund raising*)
F	Construction Observation	\$7,000.00 (Donated back to fund raising*)
Sub	Architectural Design Work	\$3,500.00
Sub	Structural Engineering Work	\$2,600.00
Sub	Electrical Engineering Work	\$3,875.00

** For tax purposes, we will bill this phase as usual. Upon receipt of payment, we will then write a check back to the fund raising efforts for the amount paid.*

C. Standard Hourly Rates

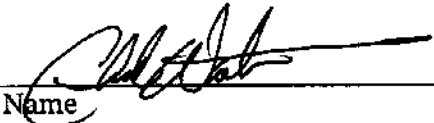
Principal	\$95.00
Landscape Architect I	\$75.00
Staff Designer	\$60.00
Administrative Staff	\$35.00

D. 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.

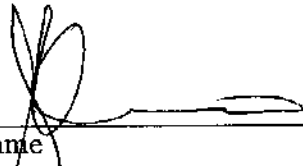


Name
PRESIDENT

Title
04.26.12

Date

City of Foley



Name
MAYOR

Title
4/17/2012

Date