

**TASK AGREEMENT NO. 21
THE CITY OF FOLEY, ALABAMA
FOLEY SPORTS COMPLEX, PHASE 2**

This Task is to be performed in accordance with the provisions of the agreement between **The City of Foley, Alabama** (OWNER) and **Volkert, Inc.** (ENGINEER) dated September 9, 2011.

SCOPE OF WORK

Generally the scope of work consists of developing construction plans for the second phase of the Foley Sports Complex which consists of the five ball fields, access road and parking for the fields, and all associated water, sewer, electrical, and drainage. More specifically the work includes:

A. SCOPE OF WORK

I. Update Topographic Survey

Update the existing topographic survey of the property as required to develop construction plans for phase 2 of the Foley Sports Complex.

Update Topographic Survey Estimated Fee (Billed Hourly): \$7,500.00

II. Engineering Site Plan

Engineering plans for Phase II will be prepared based on the Master Plan prepared by Volkert.

Phase II includes:

- Access road to parking lot and to the fields off of Section Avenue
- Water and sewer service to the fields and parking areas
- Site plan design for the fields including grading, drainage and details
- Parking lot (approx. 400 spaces)
- Coordination with the architect for the concessions, bathroom, and press box design

The engineer hereby agrees to provide professional engineering design services for the project as follows:

- Perform a site visit with the survey noting restrictions and general characteristics of the site
- Develop preliminary set of construction plans with preliminary cost estimates of the drainage flume repairs
- Coordinate with the City to review the preliminary design plans
- Identify any issues needed to address for final design and coordination

- Further develop preliminary plans into final construction plans including Title Sheet, quantity sheet, typical section, general notes, and any other as needed.
- Meet with the City for review
- Develop quantities and cost estimates
- Submit plans to City for review and letting by City
- Develop contract documents and specifications
- Attend all pre-bid and pre-construction conferences

Engineering Site Plan Fee (Billed Lump Sum): \$52,000.00

III. Electrical Design

The engineer hereby agrees to provide professional electrical engineering design services for the project as follows:

- Develop lighting plans for the ball fields parking lot, pond, score boards, and pedestrian areas based on standards and local regulations.
- Coordinate with Riviera Utilities for load requirements.
- Meet with the Owner to review.
- Develop construction cost estimate.

Electrical Design Fee (Billed Lump Sum): \$35,000.00

IV. Landscape Architecture Services

The Landscape Architecture services will be provided by WAS Design, Inc. as a sub-consultant to Volkert. Generally the work includes landscape and irrigation design for the proposed ball fields, common areas, and parking lot. Services to be billed in accordance with the proposal from WAS Design, Inc. provided in Attachment "A".

Landscape Architectural Design Services Lump Sum Fee: \$9,975.00

V. Environmental

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER PERMIT APPLICATION

- Assist with completing the application for a NPDES permit for construction activities.
- Complete the Notice of Registration (NOR) for the referenced site (Volkert) will contact the client to obtain general information through a telephone interview. Once complete, the NOR will be submitted to the client for review, signature, and submittal to ADEM with the appropriate fee.
- Develop a Best Management Practices (BMP) Plan which outlines appropriate soil and sediment erosion control practices, along with other measures, to reduce the likelihood of pollution resulting from stormwater run-off. This BMP Plan will be prepared by a qualified professional. Volkert will perform a site visit and take into consideration erosion control measures currently in-place at the site when developing the BMP Plan.

Client Responsibilities for the NPDES Permit Application

To complete this project in a timely and efficient manner, Volkert requests the following:

- Authorization to proceed. Authorization can be given by signing and returning this proposal.
- Information necessary to complete the NOR, as requested during the telephone interview.
- Copies of the current and/or proposed site plan identifying major construction areas, chemical storage areas, topography, current erosion, and sediment control measures in-place at the site and the name of the primary contractor at the site.
- The names and addresses for all NPDES or other environmental permits, authorizations, or certificates which have been issued by ADEM, EPA or other agencies to you (applicant, parent corporation or LLC member) for this facility.
- *Stormwater inspections will be performed on an hourly rate basis if requested by the City.*

Environmental Fee (Billed Lump Sum): \$1,500.00

VI. Geotechnical

Geotechnical services will be provided by CTL, Inc. as a sub-consultant to Volkert. Generally the work includes geotechnical testing and engineering services for the proposed ball fields, common areas, and parking lot. Services to be billed in accordance with the proposal from CTL, Inc. provided in Attachment "A".

Geotechnical Estimated Fee (Billed Unit Rate): \$5,775.00

VII. Construction Observation and Inspection

The engineer hereby agrees to provide professional services during construction of the project as follows:

1. Review contractor submittals.
2. Attend/conduct a pre-construction meeting.
3. Review laboratory, mill and shop test to assist in monitoring the quality of construction.
4. Consult, answer questions, and assist in resolving construction issues during construction.
5. Provide services of Resident Project Representative (RPR) for onsite inspection and engineering during construction.
6. Review monthly and final estimates for payment to contractors.
7. Make final inspection of the construction upon completion.

Construction Observation Estimated Fee (Billed Hourly): \$100,000.00

B. SCHEDULE

Work will commence upon receipt of authorization and continue until complete.

C. **SUMMARY OF FEES**

Lump Sum Fees:

Engineering Site Plan:	\$52,000.00
Electrical Design:	\$35,000.00
Landscape Architecture:	\$9,975.00
Environmental:	<u>\$1,500.00</u>
Total Lump Sum Fees:	\$98,475.00

Hourly Fees

Surveying:	\$7,500.00
Geotechnical:	\$5,775.00
Construction Observation and Inspection:	<u>\$100,000.00</u>
Total Hourly Fees:	\$113,275.00

GRAND TOTAL FEES: **\$211,750.00**

FEE- Fees will be billed monthly as work progresses on either a percent complete or on an hourly/rate basis as noted above.

It is expressly agreed upon and stipulated between the parties that this contract shall be deemed to have been made in the State of Alabama where the principal office of Volkert, Inc. is located. This contract shall be governed by the laws of the State of Alabama. The Circuit or District Court of Mobile, Alabama shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to the jurisdiction of either such court.

Submitted by: _____

Volkert, Inc.

Brett Gaar

Date

Approved by: _____

The City of Foley

Date

**VOLKERT, INC.
FEE SCHEDULE
EFFECTIVE MARCH 1, 2014**

<u>CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>	<u>OVERTIME HOURLY BILLING RATE</u>
Principal	\$240.00	\$240.00
Manager	\$230.00	\$230.00
Agency Liaison	\$230.00	\$230.00
Supervisor	\$205.00	\$205.00
Project Manager	\$175.00	\$175.00
Staff 2 Professional	\$130.00	\$130.00
Staff 1 Professional	\$100.00	\$100.00
Senior Designer	\$125.00	\$160.00
Designer	\$105.00	\$135.00
Technician	\$95.00	\$120.00
Drafter	\$60.00	\$75.00
Construction Manager	\$220.00	\$220.00
Construction Project Manager	\$140.00	\$140.00
Construction Inspector 2	\$85.00	\$110.00
Construction Inspector 1	\$50.00	\$65.00
Bridge Inspector	\$115.00	\$145.00
Survey Manager	\$165.00	\$165.00
Senior Surveyor	\$100.00	\$130.00
Survey Crew (2 Man)	\$165.00	\$210.00
Survey Crew (3 Man)	\$215.00	\$275.00
Survey Crew (4 Man)	\$255.00	\$325.00
Survey Crew (5 Man)	\$300.00	\$385.00
Administrative Assistant	\$70.00	\$90.00
ROW Manager	\$230.00	\$230.00
Appraiser Supervisor	\$130.00	\$130.00
Appraiser Project Manager	\$100.00	\$100.00
Negotiator Project Manager	\$100.00	\$100.00
Negotiator	\$85.00	\$85.00
Relocation Project Manager	\$100.00	\$100.00
Relocation	\$95.00	\$95.00
ROW Administrative Assistant	\$45.00	\$45.00

OTHER

Mileage Included in Hourly Billing Rate
In House Printing Included in Hourly Billing Rate
Out of Pocket Expenses (Not Identified Above & Specific to Assignment) Cost

This rate schedule will be effective through March 1, 2014, at which time a revised Hourly Billing Rate Schedule will be mutually agreed to by Owner and Consultant.



October 16, 2014

City of Foley
c/o **Volkert, Inc.**
316 S. McKenzie Street
Foley, Alabama 36535

Attn: Mr. Jay Dickson, P.E.

Re: Proposal for Geotechnical Exploration
Sportsplex Additions
West Section Avenue
Foley, Alabama
CTL Proposal No. 1259.1016.14

Dear Mr. Dickson:

CTL, Inc. is pleased to have the opportunity to provide a proposal for geotechnical testing and engineering services for the referenced project. Based on the information provided, we understand that the project includes additions to the existing Sportsplex facility in Foley, Alabama.

The provided *Master Plan* drawing, dated July 22, 2014, indicates that the project will include a pod of new baseball and softball fields east of the existing ball field complex. The new baseball and softball facilities will include a central concession and press box structure and related concrete hardscape areas. Also planned is a new parking area with typical light-duty asphalt pavements and related infrastructure.

The new concession and press box structure will likely exhibit typical multi-story masonry and wood frame construction with a concrete slab-on-grade floor and brick facade. Specific structural design information was not provided.

This proposal includes one soil test boring in the footprint of the concession and press box structure, five (5) borings in the hardscape areas between the ball fields, fourteen (14) borings in the ball field areas and five (5) borings across the proposed vehicular pavement areas. We propose boring depths of about 6 to 10 feet below the ground surface in the proposed pavement and ball field areas. The boring at the building site would exhibit a depth of about 15 feet. The bore holes would be backfilled with the soil cuttings from the drilling process after monitoring for ground water.

The collected soil test boring data and related soil laboratory test data will be evaluated by our engineering staff. A written geotechnical engineering report will be prepared and will include an assessment of the soil and ground water conditions relative to the proposed building and pavement construction. The geotechnical report would also include recommendations related to site grading, building foundations, floor slabs and pavements.

Based on the proposed number of borings, boring depths, related soil laboratory testing and engineering staff time, we can provide geotechnical engineering and testing services for a cost of about \$5,500.

Based on our recent site reconnaissance, the area of the Sportsplex addition includes an open, undeveloped field that should be accessible to our drilling equipment. Portions of the site include soil stockpiles reportedly from the initial Sportsplex project several years ago. Considering the potential for wet weather conditions and the flat nature of the site, this proposal includes the use of our all-terrain (ATV) drilling equipment to access the boring locations.

Based on our current work schedule we could mobilize our drilling equipment and personnel to the site within one week of a notice to proceed. We can provide a verbal summary of the soil conditions and geotechnical recommendations to you within a few days of completion of the field work. A written report could be provided within two (2) weeks after completion of the borings at the site.

Attached is a *Scope of Work / Cost Estimate* document that provides a breakdown of the unit costs and estimated quantities for geotechnical testing and engineering for each site. A copy of our current professional liability insurance certificate could be provided upon request.

Our work hereunder will be completed in general accordance with the applicable ASTM standards and with generally accepted current standards of geotechnical engineering practices. No other warranties are expressed or implied. We have attached our *General Conditions of Agreement with the Client (Exhibit "B")*, which describes the miscellaneous provisions of the CTL-Client relationship. These conditions are made a part of our proposal and are subject to final negotiation.

We thank you for allowing CTL, Inc. the opportunity of providing this proposal. Please feel free to contact our office if you have any questions or if you need any additional information. We look forward to discussing our services with you in greater detail as this project advances.

Sincerely,

CTL, Inc.



Kevin M. Blake, P.E.
Vice President

Attached: Scope of Work / Cost Estimate
Exhibit B

GEOTECHNICAL ENGINEERING/TESTING PROPOSAL

October 14, 2014

Project: Sportsplex Addition
West Section Avenue
Foley, Alabama
CTL Proposal No. 1259.1014.14

Client: City of Foley
c/o Volkert, Inc.
316 S. McKenzie Street
Foley, Alabama 36535
Attn: Mr. Jay Dickson, P.E.

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
1.0 FIELD WORK - Drilling and Sampling			
A. Mobilization of Equipment and Crew (Drill rig and support truck)		\$250.00 lump	\$250.00
B. Soil Test Borings with SPT			
1 @ 15 ft. each - building	15 ft.		
20 @ 10 ft. each	200 ft.		
5 @ 6 ft. each	30 ft.		
26 Borings total	245 ft. total	\$11.00 per lin. ft.	\$2,695.00
C. Project Engineer (boring layout)	4 hr.	\$85.00 per hr.	\$340.00
D. Engineering Technician	10 hr.	\$38.00 per hr.	\$380.00
E. Shelby Tube samples	2 ea.	\$50.00 ea.	\$50.00
Total Field Work			\$3,715.00
3.0 LABORATORY TESTING			
A. Grain Size Distribution	7 ea.	\$45.00 ea.	\$315.00
B. Atterberg Limits	7 ea.	\$50.00 ea.	\$350.00
C. Soil Moisture Content	35 ea.	\$6.00 ea.	\$210.00
Total Lab Testing			\$875.00
4.0 ENGINEERING - Report Preparation			
A. Project Engineer	6 hrs.	\$85.00 per hr.	\$510.00
B. Principal Engineer	4 hrs.	\$100.00 per hr.	\$400.00
Total Engineering			\$910.00
Total Estimated Cost			\$5,500.00

Notes:

1. Proposal based on the use of an all-terrain drill rig to access the wooded site.
2. Proposal assumes that concession building location would be marked prior to drilling at site.



Kevin M. Blake, P.E.
Principal Engineer



EXHIBIT "B"
CHRISTIAN TESTING LABORATORIES, INC., (CTL)
GENERAL CONDITIONS OF AGREEMENT WITH THE Client

1. **PAYMENT TERMS.** Christian Testing Laboratories, Inc., (hereinafter called "CTL") will submit invoices to Client monthly and a final bill upon completion of services. Invoice will show charges for different personnel, unit test prices and/or expense classifications unless a lump sum payment is agreed to as part of this Agreement. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one percent (1 %) per month (minimum of \$25.00 per month) on the principal amount of any past due account. In the event CTL deems it necessary to refer the account to an attorney for collection, Client agrees to pay all costs of collection, including a reasonable attorney's fee.
2. **INSURANCE.** CTL maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits and property damage limits of \$1,000,000.00 combined single limit. A certificate of insurance can be supplied evidencing such coverage with contains a clause providing that thirty (30) days written notice be given prior to cancellation. Cost of the above is included in our quoted fees. If additional coverage, such as additional insured endorsements, waiver of subrogation or increased limits of liability are required, CTL will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
3. **STANDARD OF CARE.** The only warranty or guarantee made by CTL in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for geotechnical/environmental services or by our furnishing oral or written reports.
4. **RIGHT OF ENTRY.** Unless otherwise agreed in writing, Client will provide for the right of entry for CTL, its agents and employees and all equipment necessary for completion of the work. While CTL will take reasonable precaution to minimize any property damage, repair of property damage (if any) is not included in the quoted fee and CTL is not responsible unless specifically stated. If Client desires CTL to repair or correct any property damage, the cost of such repairs or corrections will be paid by Client as an additional fee.
5. **LIMITATION OF LIABILITY.** Client agrees to limit CTL's liability to Client, and to all construction contractors and subcontractors on the project, arising from CTL's professional acts, errors or omission or other professional negligence, so that the total aggregate liability of CTL to all those named shall not exceed \$25,000 or CTL's total fees for services rendered on the project, whichever is less. If the Client prefers to have higher limits of professional liability, CTL agrees to increase the limits up to a maximum of \$2,000,000 upon Client's written request at the time of accepting our proposal, provided that the Client agrees to pay additional consideration of \$350.00 per project. The additional charge for the higher liability limits is because of the greater risk assumed as is not strictly a charge for additional professional liability insurance.
6. **EXISTING MAN MADE OBJECT.** It is the duty of the Client to disclose the presence and accurate locations of all hidden or obscure man made objects, including utility lines, relative to field test or boring locations. CTL field personnel are trained to recognize clearly identifiable stakes or markings in the field and, without special written instructions, to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. If CTL is notified in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, CTL will give special instructions to its field personnel. Client agrees (as evidenced by Client's acceptance of this Agreement) to indemnify and save harmless CTL from all claims, suits, losses, personal injuries, deaths and property liability resulting from unusual subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, the presence and exact locations of which were not revealed to CTL in writing, and to reimburse CTL for expenses in connection with any such claims or suits, including reasonable attorney's fees.
7. **SAMPLING OR TESTING LOCATION.** Unless otherwise stated in writing, the fees included in the Agreement do not include costs associated with surveying of the site or the accurate horizontal and vertical locations or tests. Boring locations described in CTL's report or shown on sketches are based on specific information furnished by the Client or Client's agent or estimates made by CTL technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report or contracted for at the inception of the Agreement.
8. **SAMPLE DISPOSAL AGREEMENT.** CTL will retain soil and rock samples which are not used for testing for sixty (60) days after submission of our report. After sixty (60) days the retained samples will be discarded unless the Client has made written request for storage or transfer of the samples. Client shall be responsible for the expense of such storage or transfer.
9. **SAFETY.** When CTL provides periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor (i.e. not CTL) will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by CTL is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.
10. **ENGINEERING, EQUIPMENT AND TECHNICAL SERVICES.** Fees for such services are based upon all time spent on the project by engineering or technical personnel at the hourly or unit rates of the Fee Schedules. The quoted fee may not cover the cost of conferences, site visits, review of plans and specifications, or other services subsequent to submittal of our report. Such additional services will be invoiced at the applicable rates. All engineering and technical work is generally provided by CTL's regular employees; however, special services by other firms or consultants may be needed on occasion and will be invoiced at the applicable rates. No "outside" services will be contracted for without Client's prior permission.
11. **ASSIGNMENT.** Neither Client or CTL may delegate, assign, sublet or transfer its duties or interest in this agreement without the prior written consent of the other party.
12. **DISPUTE RESOLUTION.** In the event a dispute results from the CTL/Client relationship, the Client agrees to informal, non-binding mediation between the parties. Should the dispute result in form mediation, arbitration and/or litigation and CTL receives summary judgement or is adjudicated not liable for the claims of the Client, the Client agrees to pay all costs incurred by CTL in defense of any claim, included, but not limited to, reasonable attorney's fees.
13. **OWNERSHIP OF DOCUMENTS.** All reports, boring logs, field data, laboratory test data, calculations, estimates and other documents prepared by CTL, as instruments of service, shall remain in the custody and control of CTL. Client agrees that under no circumstances shall any documents or reports produced by CTL pursuant to this Agreement be used at any location or for any project not expressly provided for in this agreement without the written permission of CTL. Client agrees that all reports and other work furnished to Client or its agents, which are not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. CTL will retain all pertinent written records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to Client at all reasonable times. During this five (5) year period, CTL will provide Client with copies of required documents created in the performance of the work, at the expense of Client.
14. **TERMINATION.** This agreement may be terminated by either party upon fourteen (14) days written notice in the event of material failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if the material failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, CTL shall be paid for all services performed and expenses incurred up to the termination notice date plus reasonable termination expenses. The expenses of termination or suspension shall include all direct costs of CTL in completing such analysis, records and reports.
15. **GOVERNING LAW.** This agreement shall be governed and constructed in accordance with the laws of the State of Alabama, United States of America.
16. **SEPARABILITY.** The provisions of this Agreement are separate and divisible, and, if any court of competent jurisdiction shall determine that any provisions hereof is void and/or unenforceable, the remaining provisions shall be construed and shall be valid as if the void and/or enforceable provisions or provisions were not included in this Agreement.
17. **WAIVER.** Except as otherwise especially provided in this Agreement, no failure on the part of either party to exercise, and no delay in exercising, any rights, privilege or power under this Agreement shall operate as a waiver or relinquishment thereof, nor shall any single partial exercise by either party or any right, privilege or power under this Agreement preclude any other or further exercise thereof, or the exercise of any right, privilege or power. Waiver by any party of any breach of any provisions of the Agreement shall not constitute or be construed as a continuing waiver, or a waiver of any other breach of any provision of this Agreement.
18. **BINDING.** This Agreement shall be binding upon all of the parties and their respective estates, heirs, administrators, executors, successors and assigns.
19. **STIPULATION.** Each of the parties to this Agreement as set forth herein stipulate that they have read, understand and agree to be bound by all of the terms set forth pursuant to the documents which are the basis of this agreement.

October 21, 2014

Mr. Jay Dickson
Assistant Vice President
Marketing Director
Volkert, Inc.
316 S. McKenzie St.
Foley, Alabama 36535



Re: Landscape and Irrigations plans at Foley 5-Plex Expansion Irrigation Design

Dear Mr. Dickson:

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. Renovation and enhancement projects require careful consideration through the design and construction process. Care has to be taken to embellish and reinforce the strengths of a site and weaknesses must be addressed appropriately. Our experience in renovation and enhancement entails success with this type of 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 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,

A handwritten signature in black ink, appearing to read 'Chad Watkins', is positioned above the printed name.

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

A. Site Landscape Development Elements

1. Landscape and Irrigation Design (Best Practices/Jurisdictional req's)
 - a) *Context-sensitive plant material*
2. Irrigation Water source determination
 - a) *Well or reclaimed water use, if available*
 - b) *Control system to be coordinated with existing and/or adjacent systems*

B. Opinion of Probable Budget

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

Irrigation system: Range, from \$175-275k depending on need for additional pump station or not

Landscape budget: Guesstimated at \$50k

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 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. **Conceptual irrigation plan** illustrating irrigation methods for different application areas to be submitted for review and comment.
4. **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 Construction Documents.

B. 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. **Planting plans** and details, including quantities, species, size, spacing, and specific criteria for plant selection and planting means and methods;
2. **Irrigation plans**, details, and schedule of materials for project area;
3. Preparation of **unit price list** for the Work, and;
4. 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.

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.

C. 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).
6. Preparation of procurement/bid documents, including coordination, reproduction, and distribution of bidding documents to qualified bidders;
7. Assist in preparation/review of contracts.

D. 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) *Irrigation and drainage system staking (heads and trenches)*
 - c) *Trenching, piping, and sprinkler head installation (trenches left uncovered)*
 - d) *Irrigation system pressure testing*
 - e) *Final testing of sprinkler system*
 - f) *Fine grading and tree staking (before any tree pits are dug)*
 - g) *Tree planting*
 - h) *Staking of bedlines and/or edging*
 - i) *Shrub planting*
 - j) *Substantial completion*
 - k) *Final acceptance*
 - l) *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
2. Electrical Engineering
3. Structural Engineering
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 completed Work.
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.

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	\$3,500.00
B	Construction Documents	\$6,000.00
C	Bid/Negotiation Assistance	Hourly rates, as requested
D	Construction Observation	Hourly rates, as requested

C. Standard Hourly Rates

Principal	\$115.00
Landscape Architect I	\$95.00
Staff Designer	\$80.00
Administrative Staff	\$45.00

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.

Volkert, Inc.

Name

Name

Title

Title

Date

Date