

December 20, 2012

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



Re: Destination by design at the Foley Farmers' Market

Dear Mr. Thompson:

Watkins Acy Strunk Design, Inc. is pleased to provide a proposal for design services for your project. We are excited to work on a project as distinctive as this. We believe that we can deliver professional design 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. Working on distinctive projects is a hallmark of ours at WAS. Also, our ability to inform the public and government agencies about the benefits of non-cookie cutter development is an additional strength that we offer. We will bring our best efforts to bear on these two fronts for your 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,

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

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Foley Farmers' Market

Foley, Alabama

Master Planning, Architectural and Landscape Architectural Services

I. SCOPE AREAS AND CORRESPONDING ELEMENTS



Figure 1: Draft concept of project master plan

A. Master Planning Focus Areas and Elements

1. Farmers' Market Site Design, elements to include:
 - a) *Vehicular circulation and parking*
 - b) *Pedestrian circulation*
 - *Plaza space*
 - *Seating*
 - *Shade*
 - *Splashed/Spray ground*
 - c) *Vendor space/accommodations:*
 - *Farmer's booths*
 - *Fishermen's booths*
 - *Service/support areas*
 - d) *Patron space/accommodations*
 - *Presentation kitchen*
 - *Possible café space*
 - *Restroom facilities*
 - e) *Optimized integration of existing facility*

B. Architectural Design, Phase one

1. Existing city building renovation
 - a) *Customer service space*
 - b) *Display space*
 - c) *Vendor service areas*
 - d) *New door and window openings*
 - e) *Required facilities per code and use regulations*
 - f) *Other items determined during the process*

C. Opinion of Probable Budget

Project budget for phase one per grant understood to be \$317,000 including design and engineering, construction, fixtures, equipment, etc. The final construction budget for phase one, as we understand, is a yet to be determined portion of this amount.

II. SCOPE OF SERVICES

A. Master Planning

1. Prepare draft concept plan for initial review and feedback.
2. Attend and facilitate **Stakeholder Design Workshop** that gathers empirical needs and desires from the stakeholder group. This all-important step will be the basis from which the project's *program for development* will be derived.
3. Prepare **Preliminary Master Plan** to illustrate overall layout and arrangement of design elements noted upon input from stakeholders. Preliminary Master Plan should be published for review and comment from the stakeholders group as well.
4. Prepare **Final Master Plan** to illustrate final layout of complex. Additional information to include:
 - a) *Facility space planning calculations, broken down by:*
 - (1) *Use (i.e. produce, seafood, kitchen, service, etc.)*
 - (2) *Under roof/Paved/Un-paved*
 - b) *Parking requirements and yields; paving type*
5. **Imagery and sketches** of final design.
6. Prepare **Master Plan** linework, for use by civil engineer for incorporation into the civil work.

B. Architectural Design, Phase One

Upon completion of the Master Plan, the design process will return to the existing building for determination of phase one's direction.

Using the Master Plan as the long-term target for the project, the needs of the phase one building will be determined through the stakeholders group and these two directives, long-and-short term, will be synthesized to establish the program for phase one.

To accomplish this, McCollough Architecture will prepare architectural and required engineering drawings, *excluding civil engineering*, required for design, permitting, and construction of the facility based on a **6-8% of construction budget fee** based on the construction budget and the actual program determination of phase one (i.e. building type, needs, use, renovation vs. new or both, etc.). Equipment and kitchen spatial needs and requirements will have to be provided to McCollough Architecture from either the stakeholder group and/or a kitchen consultant, etc.

McCollough Architecture will contract directly with the City for this scope of work upon program determination. This phase description is included in this contract for information and planning purposes.

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

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	Master Planning	\$3,200.00
B	Architectural Design	See section (for information purposes only)

C. Standard Hourly Rates

Principal Landscape Architect	\$105.00
Principal Architect	\$125.00
Landscape Architect I	\$85.00
Architectural Draftsman	\$75.00
Staff Designer	\$70.00
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