



9/11/2020

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

Re: Foley Downtown Improvements 2020 Change Order

Dear Mr. Thompson:

Per our recent clarity on the evolution of this project, WAS presents the following pages as a proposal for our adjustment to professional services and fees.

I felt like a revision to our original proposal with changes highlighted for quick comparison would be the best way to convey this information.

In considering the revised fees, it looks like we have drawn at least double the value of the original project's budget. We realize that we are trying to save some budget cost through innovation in contracting and use of City forces, and some additional in-progress design changes. In light of the culmination of these efforts, we believe that increasing our original fees commensurate with the double effort seems reasonable. Our internal bookkeeping and fee 'burn', realized and projected, affirms our reasoning for this proposed amount.

As always, we are grateful to the City for hiring us to work on projects in our town. It's an honor and a privilege that we do not take lightly. Thanks, as always, for these opportunities.

Sincerely,

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

Chad Watkins, PLA, ASLA
Principal
lcw

WAS Design, Inc.
Landscape Architecture Land Planning Placemaking

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

1. Demolition determinations
2. Hardscape design
 - a) Specialty paving
 - Plazas
 - Specialty sidewalks
 - Specialty crosswalks
 - Multi-use trails and/or cart paths
 - b) Fountain basin replacement
 - c) Wall replacement
 - d) Gateway columns at Rose Trail Connector
 - e) New fountain at trail area
3. Grading and drainage design, pedestrian areas (IBC, ADAAG standards)
 - a) Surface grading design
 - Spot elevations of critical points
 - Slope requirements where applicable
4. Site furnishings design
 - a) Pedestrian walkways and plaza areas
5. Landscape design
 - a) Context-sensitive plant material
 - b) Landscape per city regulations, as applicable
6. Irrigation design
 - a) Water-smart irrigation system
 - b) Irrigation water source determination
7. Site lighting design
 - a) Area lighting for safety
 - b) Landscape and accent lighting

B. Construction Budget

We understand the construction budget for the scope listed to be **\$575,000.00.**

III. SCOPE OF SERVICES

A. Schematic Design

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

1. Preparation of digital **base plan** including all client-provided site plan data and the project area survey.
2. Preparation of a **concept plan** of the project areas to be presented for review and comment. These drawings will consist of desired elements from the client wish list and other necessary provisions to facilitate the optimum design.
3. Attendance at **presentation meeting(s)** to present and discuss work process and product, and listen to client feedback.
4. Preparation of a **before/after sketch-over-photo visualization** of the preferred concept plan to further vet the design in three dimensions. Base photo has been taken by WAS.
5. Preparation of proposed **inspiration imagery palette** for project. This list is a dynamic tool intended to be discussed and adjusted based on client input.
6. Attendance at **presentation meeting(s)** to present and discuss work process and product, and listen to client feedback.
7. Cost **opinion** based on Schematic Design drawings.

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

B. Design Development

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

1. **3d imagery** to communicate design intent and facilitate material, color, and other specific selections required for completion of the contract documents in the following phase.
2. Preparation of proposed **materials palette** for project. This list is a dynamic tool intended to be discussed and adjusted based on client input.
3. **Cost opinion** based on Design Development drawings.

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

C. Construction Documents

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

1. **Cover Sheet**
2. **Existing Conditions Plans**
 - a. To communicate how the work should be received by the contractor, whether by as-built survey or proposed work by others
3. **Erosion and Sedimentation Control Plans**
 - a. Limited to this scope's specific work areas and extents
4. **Hardscape Plans**
 - a. Structural engineering, as required, can be provided by subconsultant and billed as an additional service
5. **Landscape Grading and Drainage Plans**
 - a. To be coordinated with civil grading and drainage
6. **Planting Plans**
7. **Irrigation Plans**
8. **Landscape Lighting Plans**
 - a. With fixture location and type, and description of desired lighting effect per fixture.
 - b. Electrical engineering, as required, can be provided by subconsultant and billed as an additional service
9. **Site Furnishings Plans**
10. **Project Manual**
 - a. Bid/Procurement Specifications, Divisions 00, as applicable to scope
 - b. General Requirements Specifications, Division 01, as applicable to scope
 - c. Technical Specifications, Divisions 02-49, as applicable to scope
 - d. To be provided in Masterformat 2012 format
11. **Opinion of Probable Budget (OPB)**
12. **Unit-price Bid Form**
 - a. Based on OPB format

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

D. Bidding/Negotiation Assistance

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

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

E. Construction Observation

Our services during this phase of the Work could include:

1. **Submittal review** of shop drawings, product data and other items required by the Contract Documents. This is for the purpose of checking for conformance with information given and the design concept expressed. *(This task accounts for 20% of the scope effort.)*
2. **Periodic site visits and/or construction-related meetings (30 allocated)** to observe construction of scope elements.
Recommended site visit instances include but are not limited to:
 - a. Pre-Construction Conference after award of bid (on-site) with General Contractor
 - b. Pre-installation Conferences w/applicable trades/sub-contractors (on-site)
 - c. Periodic progress reviews (on-site)
 - d. Testing of systems (on-site)
 - e. Substantial completion
 - f. Final acceptance
 - g. End of one-year warranty period
3. **Preparation of site visit reports** to keep the Owner informed of the progress of the Work;
4. Review and certification of Contractor's Applications for payment, if requested.

IV. AGREEMENT QUALIFICATIONS

A. Assumptions

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

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

B. Exclusions

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

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

C. Definitions/Abbreviations

The following definitions are provided to give 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

V. TERMS AND CONDITIONS

A. Standard Terms

1. WAS Design will invoice work on a monthly basis based on work completed.
2. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate on trips that result in a round trip of over 30 miles.
3. Client agrees to pay all invoiced fees and costs within 30 days of receipt of invoice.
4. Payment will not be subject to AHJ approval of the project and/or the cash flow status of the project.
5. Past due invoices shall be assessed a 1.5% late charge for each month past due. In the event fees and/or costs are not paid when due, client agrees to pay all costs including time + expense of staff working toward collections and reasonable attorney's fees.
6. Some scope items will be billed on an hourly basis. Where a task is based on an estimated fee or allowance, these tasks will be billed by hours spent and may be less or more than the fee for each task.
7. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
8. Upon the parties signing this Agreement, WAS grants Client a nonexclusive license to use WAS' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by WAS, including but not limited to, drawings and specifications, are the property of WAS. These documents shall not be reused on other projects without WAS' written permission. WAS retains all rights, including copyrights, in its documents. Client or others cannot use WAS' documents to complete this Project with others unless WAS is found to have materially breached this Agreement.

B. Specific Terms

1. Written or verbal request to perform tasks or written acceptance of documents constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
2. 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.

VI. PRODUCTION AND FEES

A. Coordination and Staffing

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

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

B. Fee Schedule/Compensation

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

<i>Item</i>	<i>Scope of service phase</i>	<i>Amount &</i>	<i>Fee type</i>
A	Schematic Design	\$8,200.00	Fixed fee
B	Design Development	\$10,800.00	Fixed fee
C	Construction Documents	\$21,600.00	Fixed fee
D	Bid/Negotiation Assistance	\$2,800.00	Fixed fee
E	Construction Observation	\$10,800.00	Fixed fee
		\$54,200.00	TOTAL
EE	Electrical Engineering	\$2,000.00	Fee Allowance
SE	Structural Engineering	\$2,000.00	Fee Allowance
LS	Land Surveying	\$2,000.00	Fee Allowance

C. Standard Hourly Rates

Principal	\$130.00
Landscape Architect I	\$105.00
Staff Designer	\$90.00
Administrative Staff	\$55.00

VII. ACCEPTANCE OF AGREEMENT

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

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

WAS Design, Inc.

City of Foley



Name

Name

Principal
Title

Title

9/11/2020
Date

Date