

Council Agenda Report

Date: July 8, 2020
Prepared by: Pat Escher, A.I.C.P., Division Manager

SUBJECT: Approval of a contract for Dennis Carmichael, Landscape Architect for Cannery Park

Recommendation: That Council

Approve the contract for landscape architectural services provided by Carmichael Associates.

- 1. Discussion:** Mr. Carmichael was chosen by a group that was formed to direct the community outreach for the design of Cannery Park. This process was initiated by Cross Street Partners by providing the bulk of a funding source to begin this work. The City and ESLC also contributed funds for this effort.

The group consistent of City and County staff and members of Eastern Shore Land Conservancy and Cross Street Partners. Mr. Carmichael led a series of meetings and design charrettes in 2018 to create a design for the park. His final design was presented and approved by Council in May of 2018.

In 2019, staff applied for a CDBG grant to create construction documents for the park design and to begin the initial phase of construction. The state supported the continuation of Mr. Carmichael to work on the project since he was the original designer. In January of 2020, the DHCD approved the grant request. The initial phase of the grant process have been completed and it now time to proceed with the construction documents and first phase of the park.

Fiscal Impact: The contractual landscape services were approved by the DHCD with the issuance of funds for grant MD-20-CD-2.

Approved by: *Patrick C. Comiskey, City Manager*

American Society of Landscape Architects

STANDARD FORM CONTRACT FOR PROFESSIONAL SERVICES BETWEEN LANDSCAPE ARCHITECT AND CLIENT

(Modified for the City of Cambridge, Maryland)

Client/Owner:

The Commissioners of Cambridge, a Maryland municipal corporation (hereinafter, "Client")
410 Academy Street, Cambridge, Maryland 21613
Contact: Pat Escher, AICP, Division Manager
410.228.1955
pescher@choosecambridge.com

Landscape Architect:

Carmichael Associates LLC, a Virginia limited liability company (hereinafter, "Landscape Architect")
7528 Elba Road Alexandria, Virginia 22306
Contact: Dennis Carmichael, FASLA, Principal
703.399.0472
dennis@carmichaelfasla.com

Preliminary Provisions

This Agreement is made as of July 13, 2020, between the Client and Landscape Architect for the Landscape Architectural Services as provided herein.

A. Project

Cannery Park is a nine (9)-acre park associated with the renovation to an historic packing plant. The park includes a stream restoration project, completed in 2019, and also a trails project, slated to be undertaken in 2020 and designed by others. The park includes active and passive recreation areas, a performance lawn, a plaza space, play areas, and gardens. It is based upon a master plan completed in 2018. The scope of work for this contract is the completion of contract documents for the remainder of the park.

B. Program

The Client's detailed Program, user needs, functional and built element requirements, and budget parameters are set forth in Exhibit "A."

C. Scope of Services

The scope of services to be provided by the Landscape Architect under this Agreement and the Supplemental Services, which may be provided when requested in writing by the Client, are described in Exhibit "B."

D. Compensation

Compensation for Landscape Architectural Services performed under this Agreement shall be the Stipulated sum of ONE HUNDRED FOUR THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$104,200), plus Reimbursable Expenses as defined in Article 4, and is subject to the provisions of this Agreement. Supplemental Services, when requested in writing by the Client, shall be compensated on an

hourly basis at the rates provided in Exhibit "C" or on the basis of a negotiated fee provided in an amendment to this Agreement.

E. Schedule of Services

The schedule for the performance of the Landscape Architectural Services under this Agreement is provided in Exhibit "D," and is subject to the provisions of this Agreement.

Article 1

Landscape Architectural Services

1.1 Standard of Care

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

1.2 Coordination

The Landscape Architect shall coordinate the services of its consultants and shall cooperate with the Client's representatives and separate consultants in the best interest of the Project.

1.3 Representations

The Landscape Architect represents that it and its consultants have and shall maintain throughout the performance of the Landscape Architectural Services under this Agreement the requisite licenses, registrations, and/or certifications required for the performance of these Services in the jurisdiction in which the Project is located, including registration to do business in the State of Maryland.

1.4 Scope of Services

The scope of services to be provided by the Landscape Architect under this Agreement and the Supplemental Services, which may be provided when requested in writing by the Client, are described in Exhibit "B."

1.5 Supplemental Services

Supplemental Services are detailed in Exhibit "B." Supplemental Services are beyond the basic Scope of Services, and when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation (either on the hourly basis stated in Exhibit "C" or on the basis of a negotiated sum) beyond the Compensation stated in the Preliminary Provisions.

1.6 Approval of Services/Changes to Approved Services

The Landscape Architect shall proceed with a phase or design package of the Landscape Architectural Services only after receiving the Client's written approval of the Services and deliverables provided in the previous phase and written authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.

1.7 Opinions of Probable Construction Costs

Opinions of probable construction costs provided by the Landscape Architect are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.

1.8 Certifications

The Client shall submit copies of proposed certificates or certifications, if any, to the Landscape Architect for review and approval at least fourteen (14) days prior to the date that the Client desires the Landscape Architect to execute them. The Client shall not request certifications which would require legal opinions or knowledge or services beyond the scope of the Agreement. All such certifications shall be limited to professional opinions rendered in accordance with generally accepted standards of professional practice.

1.9 Construction Safety

The presence of the Landscape Architect, its employees, or consultants at the Project site shall not be deemed an assumption by the Landscape Architect of any obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or regulatory health or safety requirements, if any. The Landscape Architect, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.

Article 2

Client's Responsibilities

2.1 Program

The Client shall provide the detailed Project description and budget parameters designated Exhibit "A" and attached hereto.

2.2 Information

2.2.1 The Client shall provide site surveys and legal information, including as applicable: written legal description of the site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is located, rights-of-way, easements, encroachments, zoning, covenants, and deed or other restrictions, if any.

2.2.2 The Client shall provide for the Landscape Architect's right to enter from time to time, property owned by the Client or others so the Landscape Architect may perform the Landscape Architectural Services.

2.2.3 The Client shall be responsible for all legal, accounting, and insurance services the Client may require or deem necessary in the interest of the Project.

2.3 Independent Testing

The Client shall provide independent testing services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste presence and characteristics.

2.4 Reliance

The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work product provided by the Client and the Client's consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client, provided that the Landscape Architect has acted in accordance with the standard of care described in Section 1.1 above.

2.5 Client's Representative

The Client shall designate a representative with authority to act on the Client's behalf with regard to the Project. If for any reason Client's designated representative is replaced during the progress of the Project, the Landscape Architect shall have the right to renegotiate its compensation in response to the change.

2.6 Approvals

Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services. Comments from the Client's Representative shall be a consolidation of all comments of interested user groups or entities to provide clear direction to the Landscape Architect and to avoid delays.

2.7 Notice of Nonconformance

If the Client observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the Landscape Architect or any fault or defect in the Project, the Client shall promptly give written notice thereof to the Landscape Architect.

2.8 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3

Ownership of Documents

3.1 The Landscape Architect shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices in any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Landscape Architect (collectively, the "Design Materials").

3.2 Subject to payment by the Client of all Compensation and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, nonexclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project. Termination of this Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Client's possession or control shall be returned to the Landscape Architect within twenty-one (21) days of the notice of termination.

3.3 The Client, to the fullest extent permitted by law, shall indemnify and hold harmless the Landscape Architect for costs, including legal fees and defense costs, liability or loss, which result from unauthorized modification of the Design Materials, if any, or the use of the Design Materials for any purpose other than the Project.

3.4 In the event this Agreement is terminated prior to the completion of the Project, the Landscape Architect shall have no liability to the Client or to anyone claiming through the Client for any claims, liabilities, or damages resulting from the use, misuse, or modification of the Design Materials without the Landscape Architect's approval. and the Client agrees to indemnify and defend the Landscape Architect against all such claims.

Article 4

Landscape Architect Compensation

4.1 Compensation for the Scope of Services described in Section 1.4 of Exhibit "B" to be performed under this Agreement shall be as indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, described in Section 1.5 of Exhibit "B," when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in Exhibit "C" or on the basis of a negotiated fee provided in an amendment to this Agreement.

4.2 Reimbursable Expenses are expenditures as made by the Landscape Architect, its employees, and consultants in the interest of the Project, but not including administrative fees. Reimbursable Expenses include, but are not limited to the following:

4.2.1 travel expenses in connection with the Project; living expenses in connection with out-of-town travel; long-distance communications;

4.2.2 costs of reproductions, faxes, postage and handling of documents, messenger and overnight delivery services;

4.2.3 if authorized in advance by the Client, overtime-related employee expenses;

4.2.4 costs of renderings, photographs, models, and mock-ups requested by the Client;

4.2.5 costs of printing and delivering bid packages;

4.2.6 services of professional consultants which cannot be quantified at the time of contracting;
and

4.2.7 other, similar direct Project-related expenditures.

4.3 Payments

4.3.1 No initial payment shall be due upon execution of this Agreement.

4.3.2 Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed in accordance with the Schedule of Services provided in Exhibit "D" herein, and shall include payments for (2) Supplemental Services performed and (3) Reimbursable Expenses incurred.

4.3.3 If the Client disputes, in good faith, all or any portion of any statement from the Landscape Architect for Landscape Architectural Services or Reimbursable Expenses, the Client shall notify the Landscape Architect in writing within seven days of receipt of the disputed statement, describing the nature

of the dispute and including a reasonably detailed explanation of the reason for the dispute.

4.3.4 Payments are due and payable thirty (30) days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid forty-five (45) days after the invoice date shall be deemed overdue and shall accrue two percent (2%) simple interest per month. Pursuant to Section 7.2, herein, at the Landscape Architect's option, overdue payments may be grounds for suspension of services or termination of this Agreement.

4.4 Extended Services

If, through no fault of the Landscape Architect, the Scope Services described in Section 1.4 of Exhibit "B" have not been completed within the term indicated in the Schedule of Services provided in Exhibit "D," the compensation for services rendered after that time period shall be renegotiated or shall be on the basis of the hourly rates provided in Exhibit "C."

Article 5

Insurance, Indemnification, Consequential Damages

5.1 Insurance

The Landscape Architect shall secure and maintain insurance coverages indicated as follows:

<u>Coverage</u>	<u>Liability Limits</u>
Professional Liability	\$1,000,000/\$2,000,000 per claim/annual aggregate
Commercial General Liability	\$1,000,000 per occurrence
Comprehensive Automobile Liability	\$1,000,000 per accident
Workers Compensation	Statutory limits

5.2 Indemnification

5.2.1 Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, and representatives, from and against liability for losses, damages, and expenses, including reasonable attorneys' fees as are awarded according to applicable law, to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

5.2.2 Since it would be unfair for the Landscape Architect to be exposed to liability for its failure to perform a service that the Client has either refused to authorize or has instructed the Landscape Architect not to perform, the Client hereby waives all claims against the Landscape Architect and agrees to defend, indemnify and hold the Landscape Architect harmless from claims or liability for injury or loss allegedly arising from the Landscape Architect's failure to perform a service that the Client has either refused to authorize or has instructed the Landscape Architect not to perform.

5.3 Consequential Damages

The Landscape Architect and the Client waive consequential damages for claims, disputes, or other matters in question which arise out of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 hereof.

5.4 Waiver of Subrogation

To the extent damages are covered and paid by property insurance during construction, the Client and the Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. The Client and the Landscape Architect, respectively, shall require of their contractors, consultants, agents, and employees similar waivers in favor of the other parties enumerated herein.

5.5 Hazardous Materials Waiver

Unless otherwise provided in the Agreement, the Landscape Architect and the Landscape Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

Article 6

Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions between the parties or their representatives who shall have authority to settle the dispute. If the dispute has not been settled within fourteen (14) days of the initial discussions, the parties shall submit the dispute to mediation in accordance with Section 6.2.

6.2 If the dispute is not settled pursuant to Section 6.1, before recourse to any other dispute resolution procedure, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be the location of the Project unless the parties agree otherwise. A request for mediation may be filed with the American Arbitration Association or any other mediation service acceptable to both parties. The parties agree to conclude the mediation within sixty (60) days of filing the request. Unless otherwise agreed, the cost of mediation shall be shared equally by the parties.

6.3 For any claim subject to, but not resolved by, mediation pursuant to Section 6.2, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction in Dorchester County, Maryland.

6.4 Unless otherwise agreed in writing, the Landscape Architect agrees to continue to perform its services during any dispute resolution proceedings. If the Landscape Architect continues to perform, the Client shall continue to make payments in accordance with this Agreement for amounts not in dispute.

6.6 Appropriate provisions for consolidation shall be included in other contracts relating to the Project so that all parties necessary to resolving a claim can be made parties to the same dispute resolution proceeding.

6.7 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7

Suspension/Termination

7.1 This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the seven (7)-day notice period.

7.2 The Client's failure to make payments to the Landscape Architect in accordance with the provisions of this Agreement shall be deemed a substantial failure to perform and a cause for termination; however, in this circumstance the Landscape Architect, at its option, may elect to suspend its services on seven (7) days' written notice to the Client. The Landscape Architect shall have no liability to the Client for any delays caused by a suspension under this provision.

7.3 If the Client suspends the Landscape Architect's services for any reason, the Landscape Architect shall be compensated for all Landscape Architectural Services performed to that date, and the Landscape Architect shall have no liability to the Client for any delays caused by the Client's decision to suspend the Services.

7.4 A suspension of Services by either party for more than thirty (30) days may, at the other party's option, be deemed grounds for termination of this Agreement.

7.5 If termination is not due to the fault of the Landscape Architect, the Client shall pay, in addition to Compensation and Reimbursable Expenses due at the time of the termination. In addition, the Client shall comply and cooperate in accordance with the provisions of Article 3, Ownership of Documents.

7.6 The Client may terminate this Agreement for convenience and without cause with seven days' written notice to the Landscape Architect providing, in addition to the Compensation, Reimbursable Expenses and compliance with the Ownership of Documents provisions indicated in Section 7.6, above, the Client pays to the Landscape Architect an amount representing the anticipated profit on the Scope of Services not performed under this Agreement because of the Client's decision to terminate for its convenience.

Article 8

Other Terms and Conditions

8.1 Force Majeure

Either party, as applicable, shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or the recovery from such cause ("Force Majeure"). The parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.

8.2 Notices

Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered or certified mail, return receipt requested, at the addresses indicated on the first page of this Agreement.

8.3 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.4 Third Party Relationships

Nothing in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of, any third party against either the Client or the Landscape Architect.

8.5 Severability

If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.

8.6 Captions

Captions of articles, sections, paragraphs, or subparagraphs of this Agreement are for convenience and reference only.

8.7 Governing Law

This Agreement shall be governed by the laws of the State of Maryland.

8.8 Complete Agreement

This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement only may be amended in writing signed by both the Client and the Landscape Architect.

8.9 Limitations Period

As between the parties to the Agreement: as to all acts or failures to act by either party to the Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the completion of Services under the Agreement.

Exhibits

The following Exhibits are incorporated in, and made a part of, this Agreement:

- A Client's Program
- B Scope of Services and Supplemental Services
- C Schedule of Fees
- D Landscape Architect's Schedule

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and sealed, on the day and year first above written.

CARMICHAEL ASSOCIATES LLC,
a Virginia limited liability company

WITNESS:

By: _____ (SEAL)
Name: Dennis Carmichael, FASLA
Title: Principal

THE COMMISSIONERS OF CAMBRIDGE,
a Maryland municipal corporation

WITNESS:

Patrick Comiskey, City Manager

By: _____ (SEAL)
Victoria Jackson-Stanley, Mayor

Approved as to form:

Charles D. MacLeod, City Attorney

EXHIBIT "A": Program

Cannery Park Program

Plaza space at Packing House: A paved area conducive to outdoor gathering and dining in support of the Packing House renovation. The Packing House project shall also provide exterior lights on building and hose bibs for cleaning.

Performance lawn/ bandshell: Open lawn area for concerts and movies, focused on renovated shed building. The shed building is intended to be transformed into bandshell/ picnic shelter with restrooms, though such work is not included in this Agreement, and the Client will commission an architect to complete that design. The scope of this Agreement is to bring utilities to the shed, including sewer, water, and electric.

Play area: A children's play space with traditional play elements such as swings and slides. This area will include a small interactive pop jet fountain. The fountain design will be a design/build method of delivery. This Agreement will establish a set of performance requirements and a stipulated product/manufacturer for the fountain, including a maintenance manual. Typical details will be provided from the manufacturer.

Natural play area: A children's play area with salvaged and natural materials for imaginary play. Such materials may include tree sections or salvaged paving stones, all set within a mulched area. The activities promoted in this area are intended to be passive, educational, and collaborative.

Pathways, bridges, and overlook: A series of walks that lead throughout the park, at times affording low water crossings of the stream, creating at least one pre-engineered bridge to the nearby pool, and an overlook at the place where the stream meets the tidal flow.

Vegetable garden: An area of raised beds that facilitate the planting of vegetables, herbs, and flowers by citizens. This area includes a hose bib for watering the plants.

Exterior lighting: The area of the plaza and performance lawn will likely be used in the evenings and should be illuminated with pedestrian scaled lights. The remainder of the park is considered a day-use facility and will not include lighting.

Not Included in Program

Washington Street access and parking, which was shown in the master plan but is not contemplated at this time.

Site irrigation

EXHIBIT "B": Scope of Services

The Scope of Services under this Agreement includes the preparation of plans and specifications suitable for competitive bid, based upon the approved Master Plan for Cannery Park in 2018. All plans will be predicated upon survey and plan information from the stream restoration plan and rails to trails plan. The Landscape Architect will rely upon the accuracy of those documents. In addition, Lane Engineering will provide survey information as a part of this Agreement for those areas in between the two projects to provide a complete site survey.

The Scope of Services also includes:

Demolition/clearing plan: A plan that shows existing conditions and those elements that should be removed.

Layout plan: Horizontal controls for the proposed sitework.

Grading plan: Vertical controls for the sitework. It is understood that the stream restoration project created a storm water management plan that includes all of the park areas in this Agreement, and that no further storm water management plans or specifications are required.

Erosion and sediment control plan: An engineering plan that shows means and methods for mitigating earth disturbance during construction in accordance with City and State laws and regulations. This plan will be prepared by Lane Engineering.

Planting plan: A plan that shows existing plantings to remain, existing plantings to be treated/pruned, and proposed plantings.

Site details: Typical details for paving, steps, ramps, fences, etc.; unique details for such elements as the overlook, pedestrian bridge, thematic pavers, planters, benches, etc.

Enlargement plans: Enlarged plans for special areas requiring more detail, including the plaza, play area, natural play area, and the vegetable gardens.

Specifications: Written description of materials, performance criteria, and manufacturers for the major materials of the park design. These specifications may be on the drawings or may be in the project manual, as degree of detail requires. The Landscape Architect shall provide the technical specifications, while the Client shall provide the "front end" documents, such as general conditions, special conditions, bid forms, performance bonds, wage rates, etc. that reflect City standards and policies for competitive bidding.

Exclusions: Services that are not a part of this Agreement and will be performed by others include:

An existing shed building intended to be renovated into a bandshell/picnic shelter with restrooms;

A skate park; and

Access and parking improvements from Washington Street.

EXHIBIT "C": Schedule of Fees

Carmichael Associates

TASK 1 — Project Startup/ Base sheets/Coordination:	\$9,600
TASK 2 — 50% Contract Documents:	\$45,600
TASK 3 — 90% Contract Documents:	\$21,200
TASK 4 — 100% Contract Documents/Bid Set:	\$7,500
TASK 5 — Construction Set:	\$4,800
Subtotal:	\$88,700

Consultants

Lane Engineering:	\$9,500
AWB Engineering:	\$6,000
Subtotal:	\$15,500

TOTAL FEES: \$104,200

Expenses

Expenses are in addition to fees and are reimbursable at cost. These include such items as mileage, printing, and delivery services.

Additional Services

Additional fees may be required for changes to the work. Such changes include:

- 1) Increased areas of program or scope
- 2) Revisions to previously approved plans
- 3) Revisions caused by third parties
- 4) This Agreement includes one bid set/construction set that meets the available funds, plus two other drawing packages that may be bid in the future as additional funds become available (e.g. natural play area). Additional bid packages would be considered an extra service.
- 5) Any changes required to be made to the existing storm water management plan approved as a part of the stream restoration plan.
- 6) At the Client's request, this Agreement does not include bidding administration and construction observation services. While the Landscape Architect recognizes that the Client has trained professionals who can undertake this work, it believes that these services, including review of submittals, site inspections, and creation of a punch list, etc. add value to the built project and is willing to provide such services at its standard hourly rates as requested by the Client.

Fees for additional services will be at mutually agreed sums based upon the Landscape Architect's standard hourly rates, as follows: Principal: \$150/hour; Landscape Designer: \$65/hour.

EXHIBIT "D": Schedule

Project startup meeting:	July 2020
Base Sheet Preparation:	July 15, 2020
50% Contract Documents:	August 14, 2020
90% Contract Documents:	September 11, 2020
100% Set Issued for Bid:	October 1, 2020
Bids Due:	November 2, 2020
Construction Set:	November 16, 2020
Construction Start:	November 23, 2020