

JORDAN CONSULTANTS, ASLA, PA

Master Planning · Landscape Architecture · Site Design

SCOPE OF SERVICES FOR LANDSCAPE ARCHITECTURAL DESIGN SERVICES

September 27, 2022

Mr. William Royston, Director
City of Winston Salem Recreation & Parks Dept.
P.O. Box 2511
Winston-Salem, NC 27102

ARTICLE 1: ADDRESSES

That the Owner does hereby employ the Landscape Architect to render professional landscape architectural design services, which includes revising the preliminary trail site plan, site design, construction documents, site observation, project administration & revise the preliminary cost opinion based on the items designed, & a partial topographic survey for the proposed “Helen Nichols Park Walking Trail”. Compensation for this service is estimated to be EIGHTY-TWO THOUSAND, SIX HUNDRED (\$ 82,600.00) DOLLARS (+/- 645 hrs.). Jordan Consultants shall provide site documents for a walking trail/path, senior fitness equipment & shade structure located within the Helen Nichols Park, adjacent to the Carl H. Russel Community Center.

ARTICLE 2: SERVICES/SCOPE OF WORK

The professional services of the Landscape Architect shall be as follows:

DESIGN PHASE

2. A. Jordan Consultants shall have a partial topographic survey of the proposed trail layout, prepared by a licensed land surveyor.

2. B ABBREVIATED SITE ANALYSIS AND RESEARCH:
 1. Verify proposed property of the proposed walking trail site/locations.
 2. Site visit and visual inspection of #2.A above.
 3. Topographic & elevation verification study
 4. Verification of surrounding land uses
 5. Location of existing easements, 100-year flood elevation, per the City of Winston-Salem GIS data.
 6. Drainage study based on information from the partial topographic survey prepared by licensed land surveyor.
 7. Jordan Consultants will conduct this abbreviated site analysis to document any deficiencies within the proposed walking trail sites. Jordan Consultants will also document any existing constraints based on its findings during the site analysis.

2. C WALKING TRAIL | SITE PLAN REVISED FROM THE PRIOR ATTACHMENT “A”
(PRELIMINARY) SITE DESIGN
 1. Preliminary proposed walking trail layout and senior fitness equipment with shade structure to be based on the COWS Rec. & Parks criteria for the “proposed walking trail” and Jordan Consultants’ standards for walking trail design.
 2. Jordan Consultants will provide a revised walking trail design sketches (plan view) of the walking trail, senior fitness equipment with shade structure and buffer plant materials and or fencing if required.
 3. Proposed “EV” parking spaces per Duke Energy will be included in the revised “Site Plan”.
 4. The revised “Site Plan” will be presented to the COWS Rec. & Parks for their input, to be considered for the final walking trail design and other items located referenced in 2.6.2.
 5. Outdoor restrooms and parking are not a part of this contract.

2. D SITE PLAN: Prepare a site plan, walking trail & other site improvement items listed in 2.C above, to be submitted to COWS Rec. & Parks for review & approval. The “walking trail” plan to include:
1. Location of the proposed walking trail as described in Article 1 & Article 2.A, 2.B, & 2.C.
 2. Proposed location of proposed elevations/ grades at the walking path along with surface water drainage issues.
 3. Location of proposed senior fitness equipment and proposed shade structure.
2. E DESIGN DEVELOPMENT DOCUMENTS FOR: SITE IMPROVEMENT ITEMS @ The Walking Trail
1. Review the final site plan.
 2. Review construction budget (+/- \$1,000,000.00) for the proposed walking trail & site improvements
 3. Design development documents to include:
 - a. Fix and describe all of the elements, features, technical information regarding special systems that may be incorporated into the project.
 - b. Outline specifications and detailed drawings to establish the size and character of the project including the removal of specified trees and install a new universally accessible walking trail or boardwalk per the layout plan and senior fitness equipment w/shade structure.
 - c. Fix and describe the size and character of the project, as to the selection of materials, location of any surface storm drainage and items in “b” above.
 - d. Based on the approved site plan and items 2.A, 2.B, 2.C and 2.D above, and any adjustments authorized by the owner in the program schedule or construction budget, Jordan Consultants ASLA shall prepare for approval by the owner, design development plans for the site improvement items mentioned in 3a, 3b & 3c above.
 4. A preliminary cost opinion to be generated at this time to reflect the current design development documents.
2. F CONSTRUCTION DRAWING /DOCUMENTS FOR THE WALKING TRAIL | SENIOR FITNESS EQUIPMENT W/SHADE STRUCTURE & SITE IMPROVEMENT ITEMS @ THE HELEN NICHOLS PARK SITE
1. Based on the approved design development documents and any adjustments in the scope or quality of the project or in the construction budget authorized by the owner, the designer shall prepare for approval by the owner, construction documents consisting of drawings and specifications, setting forth in detail the requirements for the construction of the projects.
 2. Construction documents for sites to include:
 - a. Demolition plan for existing items in conflict with proposed redevelopment of park features.
 - b. Prepare layout plan and details for installation of the proposed park features listed in 2.C & 2.E.
 - c. Prepare grading and drainage plans for said items in 2.E above and other areas identified on this site.
 - d. Prepare sediment erosion control plan for drainage area identified on the grading plan.
 - e. Prepare planting plan @ areas specified on the site plan.
 - f. Prepare construction details for all plans listed above, a-e.
 - g. Technical specifications for items listed above, a-e, to be placed on plans.
 - h. Assist owner and coordinate any request for information on drawing interpretation by contractors/owner.
 - i. Preliminary cost opinion updated to reflect current construction documents.
 - j. Submit construction documents to the City of Winston-Salem inspections department for a construction permit of the project.
 - k. Amendments to submittals/ drawings required by jurisdictional reviews (D.O.T., city, county, township or state) such as permitting review, public hearings & variances. Jordan Consultants will review and modify submittals accordingly, per **Article 4** of this agreement, if required.
 - l. Coordinate and design of site specialty items such as benches and trash cans only.

2. G REVIEW AND APPROVALS

1. Review all construction documents with all other consultants and client's/owner agents.
2. Assist the owner with approval and permitting process and procedures [zoning, building codes, etc.], at the time deemed necessary.

2. H CONTRACT ADMINISTRATION & CONSTRUCTION OBSERVATION FOR PROPOSED ITEMS @ HELEN NICHOLS PARK & SITE IMPROVEMENTS:

1. Conduct periodic site observations visits
2. Prepare observation reports for site improvements.
3. Advise on change orders.
4. Authorize construction payments, when deemed necessary.
5. Act as client's agent in all matters concerning interpretation of the plans and contract document, prepared by Jordan Consultants, ASLA, PA.

ARTICLE 3: PAYMENT & TIME SCHEDULE

The Owner agrees to pay the Landscape Architect for professional services indicated in the Scope of Work/Article 2 of this agreement, Eighty-Two Thousand, Six Hundred (\$82,600.00) dollars [the equivalent of +/- 645 hrs.]. Payments to be made as follows:

▪ \$ 23,100.00	Due at the end of base map plan, (site survey of proposed trail areas), site analysis, conceptual site design phase; items 2.A, 2.B & 2.C	+/- 6 Weeks
▪ \$ 8,500.00	Due at the end of the site plan phase, item 2. D	+/- 4 Weeks
▪ \$ 8,500.00	Due at the end of design development documents phase; item 2.E	+/- 4 Weeks
▪ \$ 34,500.00	Due at the end of construction documents phase; item 2.F	+/- 8 Weeks
▪ \$ 8,000.00	Due at the end of review and construction observation; items 2.G & 2.H	+/- 20 Weeks
▪ Jordan Consultants, ASLA, PA will submit requests for payment at the end/completion of each phase or on a monthly basis.		

ARTICLE 4: ADDITIONAL / EXTRA SERVICES AND ITEMS SUPPLIED

- 4.A The Landscape Architect and/or his design consultants shall be reimbursed for blueprinting and duplication of other documents at the cost of reproductions, "times" 1.5, excepting, however, the first five sets of completed construction documents which shall be furnished.
- 4.B The Landscape Architect shall be reimbursed for authorized travel at a rate of .60 cents per mile and living expenses related to this Agreement, if required by Owner.
- 4.C If during the progress of the development of plans or during construction, the Owner finds it desirable or necessary to cause the Landscape Architect and/or his consultants to perform additional services (Article 5) other than those defined in Article 2 [and Article 4, if applicable], the payment for such additional work shall be done at a rate of \$200.00/hr. for principal time, \$125.00/hr. per licensed landscape architect, \$115.00/hr. per landscape architect technician, \$125.00/hr. for a licensed architect & \$125.00/hr. for a licensed engineer and .60 cents per mile for travel time by car, if required.
- 4.D Payment of extra services and reimbursable costs will be billed by/with monthly invoice.
- 4.E Maintenance is not included or implied as part of this contract unless specifically noted.

ARTICLE 5: ITEMS NOT INCLUDED IN THIS CONTRACT BUT COULD BE ADDED IF REQUIRED DURING THE DESIGN OR CONSTRUCTION PHASE (AT AN ADDITIONAL COST)

The following list contains supplemental services that may or may not be requested/required during the completion of this project. These services could be coordinated or performed by our office if requested at our hourly rates per Article 4.4.

1. Amendments to construction documents required because of building footprint changes or owner directed modifications after site plan approval.
2. Off-site work not related to on-site development (i.e., street extensions, road widening).
3. Signage and HVAC equipment elements to be shown on site plan and landscape plan (if required) for location purposes only, designed by others)

4. Site lighting design plan is not included in this agreement but may be added.
5. Structural detailing of on-site retaining walls will be required if retaining walls are higher than 5 feet & can be added to this agreement.
6. Irrigation plan is not included as part of this agreement but may be added.
7. Construction staking/field engineering for site.

ARTICLE 6: ABANDONMENT OF IMPROVEMENT

If the Owner finds it necessary to abandon the project, the Landscape Architect shall be compensated for all work completed under Article 2 [and Article 5 if required] according to the schedule of payments designated under Article 3. *Scheduled items not completed, but upon which work has been performed shall be paid for based upon the estimated extent of completion.*

ARTICLE 7: OTHER PARTIES

- 7.A It is mutually agreed that this Agreement is not transferable by either signatory to a third party without the consent of the other principal party.
- 7.B Original plans and specifications are instruments of service and remain the property of the Landscape Architect and its' consultants. The Owner may obtain an original reproducible set or as many copies as needed, provided they are paid for by the owner.

ARTICLE 8: MISCELLANEOUS ITEMS

- 8.A. DOCUMENT USAGE: (See Article 7 and construction document sheets regarding ownership and use). Construction documents are site specific and may be used only for the project named and specified on the construction drawing/plan.
- 8.B. DISPUTES: (See Article 9) In the event either party in this agreement reaches a point of dispute regarding items covered (or not covered) in said agreement, said dispute shall be addressed in a manner mutually agreeable to both parties.
- 8.C. SUB CONSULTANTS to Jordan Consultants, ASLA, P.A. will provide an insurance certificate to Jordan Consultants, ASLA PA and the Owner upon request.

ARTICLE 9: TERMINATION

- 9.A. This Agreement shall be terminated at any time by the Owner or the Landscape Architect upon giving ten days' written notice. Termination by the Owner shall comply with Article 6.
- 9.B. This Agreement, unless previously terminated by written notice, shall be terminated by the final payment for the finished work.

ARTICLE 10: IN WITNESS WHEREOF THE parties hereto have executed this Agreement as of the day and year first above written. Signing of this proposal/agreement will indicate agreement of all parts and will serve as notice to proceed with the design phase/Article 2.

Lloyd E. Jordan

Lloyd E. Jordan / Landscape Architect
Jordan Consultants, ASLA, PA

City of Winston-Salem Recreation & Parks
Department

September 27, 2022

Date

Date