



April 4, 2022

City of Tucker Parks and Recreation
Mr. Rip Robertson, Director
4898 Lavista Rd
Tucker, GA 30084

RE: John Homestead Park and Dam Improvements – Proposal for Consulting Services

Dear Mr. Robertson,

We appreciate the opportunity to provide this Proposal for Consulting Services for the **John Homestead Park and Dam Improvements** Project, and we look forward to working with you.

This Agreement for consulting services is made between the **City of Tucker** (Client) and **Root Design Studio, LLC** (Consultant) for the Scope of Services as provided herein.

CLIENT

City of Tucker
Parks & Recreation Department
Tucker, GA 30084

Contact:

Mr. Rip Robertson
4898 Lavista Rd
(678) 951-2175
rrobertson@tuckerga.gov

LANDSCAPE ARCHITECT

Root Design Studio (RDS)
3469 Lawrenceville Hwy, STE 204
Tucker, Georgia, 30084

Contact:

Mr. Michael Kidd, RLA
(404) 895-2253
mkidd@RootDStudio.com

PROJECT UNDERSTANDING & ASSUMPTIONS

- The project is located at 3071 Lawrenceville Hwy, Tucker, GA 30084. The local permitting authority is City of Tucker and Dekalb County.
- The project will consist of schematic design, construction documents, permitting, bidding and construction administration for the:
 - Repair and enhancement of the park's stormwater management system. This includes the rehabilitation of the two dams on site to return to hydraulic functionality and compliance with

current dam safety regulations, make the park safer for users, improve stormwater mitigation and reduce sediment flow downstream.

- Provision of recreational amenities throughout the park, including:
 - Interpretive educational signage (up to 5 signs)
 - Trail wayfinding signage (up to 10 signs)
 - ADA Accessible Fishing Pier
 - Benches
 - Bird blind
 - Orienteering course
 - Trail kiosks
 - Trash receptacles
 - Boardwalks as needed
 - New permeable surface parking lot on Stapp Road
 - Safety cameras as needed
- Design recommendations will reference the July 9, 2020 AECOM Twin Brothers Lake Dam Alternatives Analysis, the City's GOSP Grant Application, and the City of Tucker Recreation & Parks Plan from 2019.
- It is assumed that the Client will provide a survey of the project area performed by a Registered Land Surveyor licensed in the State of Georgia. RDS will provide the Client with a scope of work and assist with procuring the survey.
- It is assumed that any proposed stream modifications will be covered under the Nationwide Permit with the United States Army Corps of Engineers (USACE), and that an Individual Permit will not be required. The USACE cannot authorize impacts to waters of the United States if there is a less damaging environmental alternative that satisfies the project purpose. There are usually less damaging environmental alternatives for recreational lakes/ponds. *If it is determined that an Individual Permit would be required, this can be provided as an additional service per the Terms & Conditions below.*
- EcoAddendum will be creating an invasive removal and revegetation plan for the park. RDS will coordinate work with EcoAddendum to ensure their work is synchronized with the dam and related improvements and new amenity areas.
- RDS will employ the following subconsultants to assist in performing the work under this contract:
 - Technical Advisor & Quality Control
Freedman Engineering Group
1000 Whitlock Avenue, Suite 320, #218
Marietta, GA 30064
www.FreedmanEngineering.com
 - Dam Engineering, Civil Engineering
Walden Ashworth & Associates, Inc.

1827 Powers Ferry Road
Bldg. 23, Suite 300
Atlanta, GA 30339
www.waldenashworth.com

- Environmental Permitting

Campbell Environmental, Inc.

2328 Sanford Road
Decatur, GA 30033
lornacamp@aol.com

- Geotechnical Services

ATLAS, Inc.

3000 Northfield Place, Suite 1100
Roswell, GA 300376

SCOPE OF WORK

RDS will provide the following consulting services:

TASK 1:

PRE-DESIGN

- 1.1 Attend a kick-off meeting with the Client, to confirm the project scope, schedule, and budget and discuss any design challenges and opportunities.
- 1.2 Review applicable development codes and prepare a summary of relevant information.
- 1.3 Review permitting procedures with applicable Federal, State and Local agencies.
- 1.4 Hold a meeting with Dekalb County Stormwater to review their requirements for the stormwater system.
- 1.5 Hold a preliminary meeting with the United States Army Corps of Engineers (USACE).
- 1.6 Facilitate a public meeting within the City of Tucker to inform the public of the proposed scope and schedule for park design, permitting and construction and potential amenity additions to the park.
- 1.7 Perform a geotechnical subsurface soil investigation for the dams and other structures as needed.
- 1.8 Perform wetland and stream delineations for permitting.
- 1.9 Assist the City with procuring a topographic survey for the project area.

TASK 2:

SCHEMATIC DESIGN

- 2.1 Prepare 30% construction plans for park and dam improvements.
- 2.2 Prepare a preliminary budget estimate.
- 2.3 Hold review meeting with client to discuss plans and estimate and receive feedback.

- 2.4 Submit schematic design to the USACE for preliminary permitting review.

**TASK 3:
DESIGN DEVELOPMENT**

- 3.1 Prepare 60% construction plans for park and dam improvements.
- 3.2 Prepare revised budget estimate.
- 3.3 Hold review meeting with client to discuss plans and estimate and receive feedback.
- 3.4 Address comments provided by the USACE and resubmit plans for the stream permit.

**TASK 4:
CONSTRUCTION DOCUMENTS**

- 4.1 Prepare construction documents to include the following:
 - 4.1.1 Cover Sheet: including relevant project and contact information as required;
 - 4.1.2 General Notes;
 - 4.1.3 Existing Conditions (survey provided by Client);
 - 4.1.4 Site Plan: including location, layout and description of all proposed design elements with dimensions, labels and notes;
 - 4.1.5 Erosion Control Plan, Notes and Details: This proposal includes a three-phase erosion control plan as required by the National Pollution Discharge Elimination System (NPDES);
 - 4.1.6 Demolition Plan: including location and description of all existing elements to be removed, relocated and/or reused;
 - 4.1.7 Grading & Drainage Plan: including existing and proposed contours, critical spot grades, proposed drainage structures, storm pipes with inverts and slopes, and headwalls;
 - 4.1.8 Construction Details: including pavement sections, curbs, drainage structures, boardwalks, dam and hydraulic structure rehabilitation, signage; and other details as needed to construct the project. Details will be based on applicable jurisdictional standards as well as acceptable industry standards;
 - 4.1.9 Landscape Plans, Details & Notes: including graphic symbols and callouts indicating the location and type of specific plant material, a plant schedule with botanical names, common names, quantities, sizes, spacing and special characteristics, and planting instructions and specifications;
- 4.2 Construction Documents will be suitable for pricing and will provide for complete installation, maintenance during construction, and warranty of the work.
- 4.3 90% Plans will be provided to the City for final review and comment.
- 4.4 Final plans and specifications will incorporate feedback from the 90% review.

**TASK 5:
PERMITTING**

- 5.1 Prepare necessary permit applications and submit the plans to the permitting authorities for review (including Land Disturbance Permit, Stream Buffer Variance and DeKalb County Dam Construction Permit).
- 5.2 Address comments from the permitting authorities, as needed, to secure permit approvals.
- 5.3 The Client will be responsible for any and all permit or application fees, connection fees, tap fees, impact fees, etc.

**TASK 6:
BIDDING & AWARD**

- 6.1 Assist the Client with drafting an advertisement for competitive bids.
- 6.2 Assist the Client with preparation of bid documents.
- 6.3 *The Client will be responsible for posting the advertisement, as required by state and local law.*
- 6.4 Attend a pre-bid conference to review the bidding instructions and project requirements.
- 6.5 Review and respond to RFI's and questions for clarification.
- 6.6 Review bids for accuracy and completeness, tabulate and make a recommendation for award.
- 6.7 Assist the Client with executing the construction contract with the General Contractor.

**TASK 7:
CONSTRUCTION ADMINISTRATION
(Anticipated construction duration is 12 months)**

- 7.1 Attend a pre-construction conference with the Client and the Contractor to review the scope and schedule.
- 7.2 Assist the City with filing a Notice of Intent (NOI) and Notice of Termination (NOT) as required by the National Pollution Discharge Elimination System (NPDES).
- 7.3 Conduct 7-day NPDES Erosion Control Inspection.
- 7.4 Review and respond to Contractor RFI's, submittals and shop drawings.
- 7.5 Attend one (1) monthly OAC meeting during construction to review the work completed, resolve outstanding issues, review schedule and critical path, and review payment applications.
- 7.6 Attend intermediate site visits to review layout and observe and document construction progress. Intermediate site visits will be scheduled, as needed, depending on the sequencing and progression of construction. Includes one visit per month, on average.
- 7.7 If required by the County, the design team can provide an on-site inspector during dam construction.
- 7.8 Perform a punch list inspection, upon substantial completion, and issue a punch list report to the Client and the Contractor.
- 7.9 Perform a final inspection and closeout of the project.

COMPENSATION

Fee Schedule:

Task 1: Pre-Design	\$41,150.00
Task 2: Schematic Design	\$36,150.00
Task 3: Design Development	\$49,800.00
Task 4: Construction Documents	\$66,400.00
Task 5: Permitting	\$7,500.00
Task 6: Bidding & Award	\$7,500.00
Task 7: Construction Administration	(TBD ¹)
Total Lump Sum Fee	\$208,500.00

Notes:

1. CA will be provided at a negotiated lump sum not-to-exceed 3% of proposed construction costs based on final design.

EXCLUSIONS

- The following items are not included in the scope of services:
 - Land Surveying (provided by Client, RDS will assist and coordinate);
 - Environmental Assessments and Reports (other than those described in the Scope of Work above);
 - Individual Permit for stream modifications, under the USACE;
 - Irrigation design;
 - Lighting design, photometrics, or electrical engineering;
 - Stocking lakes with fish;
 - LEED or other third-party certification program documentation and calculations;
 - Fees related to obtaining permits (i.e. processing fees, impact fees, permit fees, etc.);
 - Ecological restoration plan including invasive plant removal, detailed restoration plan and vegetative restoration of streambank (provided by EcoAddendum, RDS will assist and coordinate);
 - Owner requested revisions to the contract documents after submittal to permitting authorities;
 - Extensive value engineering and/or re-design if bid prices come in over budget;
 - Revisions to the plans during construction due to unforeseen conditions;
 - Provision of on-site inspector during construction (if required by the County, this can be provided as an additional service per the Terms & Conditions below);
 - Certified as-built drawings.

TERMS & CONDITIONS

ARTICLE 1: CONSULTING SERVICES

1.1 Definitions

“Client” shall refer to the person or organization who has signed this Agreement with the intent of utilizing the services of the Consultant.

“Consultant” shall refer to Root Design Studio, LLC., serving as the Project Landscape Architect.

“Consulting Services” or “Services” shall refer to any work required and performed by the Consultant and its Sub-Consultants in the spirit and execution of this Agreement.

“Sub-Consultant” shall refer to any individual or organization hired by Root Design Studio, LLC. to perform a portion of the Scope of Services.

1.2 Standard of Care

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.

1.3 Sub-Consultants

The sub-consultant is an independent contractor for their portion of the Project. The sub-consultant is responsible for methods and means used in performing its services under this Agreement and is not an employee, agent, or partner of the Consultant. The sub-consultant shall be bound to the provisions of this Agreement to the extent that these provisions apply to sub-consultant’s portion of the Project.

1.4 Schedule of Performance

The Client’s signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall perform the Services as expeditiously as is consistent with the standard of care described above.

ARTICLE 2: CLIENT’S RESPONSIBILITIES

3.1 Information

The Client shall provide data about the site and other information on which the work is to be based as well as the Client’s budget parameters for the Project. The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information provided by the Client

3.2 Budget

The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client’s budget parameters. If provided by the Landscape Architect as part of the Scope of Services, opinions of probable construction costs are based on the Landscape Architect’s familiarity with the landscape construction industry and are provided only to assist with 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 are negotiated.

3.3 Approvals

The Client’s reviews, responses, approvals and decisions shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Services.

3.4 Project Permit and Review Fees

The Client or Owner shall be responsible for paying 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 developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively known as the "Design Materials"). 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, non-exclusive 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.
- 3.2 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.
- 3.3 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 written approval. The Client agrees to indemnify and defend the Landscape Architect against such claims.

ARTICLE 4: COMPENSATION

- 4.1 Compensation for the Professional Consulting Services performed under this Agreement shall be as indicated in the proposal above.
- 4.2 Invoices will be submitted monthly for the percentage of services completed through the invoice date as well as any Reimbursable Expenses and/or Additional Services. Payments are due and payable 30 days from the date of the invoice.
- 4.3 Additional Services shall refer to any work that is not explicitly or implicitly required to execute the original Scope of Services; any substantial changes to the Scope of Services ordered by the Client after the execution of this Agreement; Client-requested changes to the previously approved drawings or other documents, or any work related to Client changes to the previously approved Project budget parameters or Project programming or design requirements. Additional services, which have been requested by the Client, shall entitle the Consultant to additional payment beyond the original compensation stated in this Agreement and shall be compensated either on the hourly basis stated below, or on the basis of a negotiated lump sum.
- 4.4 Hourly services will be billed at the following rates:

Principal.....\$150.00/hr.

Project Manager.....\$125.00/hr.

Landscape Architect.....\$110.00/hr.

Designer/Draftsman.....\$87.00/hr.

Admin Staff\$75.00/hr.

SUBCONSULTANTS

Civil Engineer.....\$150.00/hr.

Structural Engineer.....\$160.00/hr.

Environmental Permitting\$150.00/hr.

4.5 Reimbursable expenses are expenditures as made by the Consultant, its employees and consultants in the interest of the Project. Reimbursable expenses will be billed at cost plus ten percent and shall include the following:

- 4.5.1 Cost of postage and handling of documents and/or courier services;
- 4.5.2 Cost of renderings, models or mockups requested by the Client;
- 4.5.3 Cost of printing permit and/or bid packages.

ARTICLE 5: INDEMNIFICATION

5.1 The Client and Landscape Architect, to the fullest extent of the law, 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 attorney's fees, to the extent such losses, damages or expenses are caused by the indemnifying party's negligent acts, errors or omissions.

ARTICLE 6: DISPUTE RESOLUTION

6.1 If a dispute arises out of or relates to the Agreement, the parties shall endeavor to resolve their differences first through direct discussions, followed by mediation, and finally by binding arbitration. The location of mediation and arbitration shall be the location of the Project unless otherwise agreed to by both parties. The cost of mediation shall be born equally by both parties. Any award rendered through arbitration shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7: TERMINATION

7.1 This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the initiating party, except that the offending party upon such notice has cured or in good faith diligently commenced to cure the breach.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 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

8.2 Governing Law

The Law in effect at the Landscape Architect's principal place of business shall govern this agreement.

8.3 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 may be amended only in writing signed by both the Client and the Landscape Architect.

If the scope and terms of this Agreement are acceptable, please return a signed copy.

Sincerely,

Michael Kidd, President
Root Design Studio, LLC

CLIENT: City of Tucker

Signature

Date

Printed Name

Title