

Exhibit A

Tenino City Park Master Plan Update

Scope of Work

This assignment includes the work to be performed by Robert W. Droll, Landscape Architects, PS (hereinafter RWD) for Tenino City Park (Project) on behalf of the City of Tenino (hereinafter Client). It is understood this Project’s Goal is to accomplish two Task Orders.

1. Prepare Master Plan Update Graphic for Tenino City Park
2. Prepare Site Plan and Estimate of Probable Costs of Field 2 for a RCO Grant Application

Basis of Proposal

This Scope of Services and Fee Proposal is based upon written documentation provided by, and discussions with Mayor David Watterson and Jessica Reeves-Rush, City of Tenino P.A.R.C Specialist. It is the intent of this assignment to provide a Master Plan graphic document of the Park Core, the entire park, and of Field 2 to scale. In addition, Client seeks a detailed cost estimate for the renovation of Baseball Field 2. All of these Deliverable Products will be utilized to guide the planning of Tenino City Park and to aid in the preparation of RCO Grants. It is understood that the deliverable graphics will be drawn to scale, however, the graphics will be drafted over an aerial survey rather than a Design Survey of the park. All graphics will be provided to the Client in poster sized hard copy and electronic format (poster size and 11x17).

RWD will provide the Scope of Services as defined herein.

Task 1 Master Plan Update

Task 1.01 Site Visit

RWD will visit the site with the Client and take note of the recent park improvements and the existing park improvements. This will help RWD graphically update the master plan document and define the park improvements the Client seeks.

Task 1.02 Update Master Plan Graphic for Park Core

RWD will prepare the master plan graphic update reflecting recent park improvements and new improvements the Client seeks. This graphic will focus on the Park Core.

Task 1.03 Prepare Master Plan Graphic for Entire Park

RWD will prepare the master plan graphic illustrating how the future acquisition of 60 acres can support the recreation goals of Tenino City Park.

Task 1.04 Prepare Site Plan Graphic for Field 2

RWD will prepare a detailed Site Plan for Field 2 illustrating Field 2’s improvements.

Task 1.05 Prepare Estimate of Probable Cost for Field 2

RWD will prepare a detailed itemized Estimate of Capital Cost for the Field 2 improvements. Estimates will include construction cost items, taxes, contingency, A/E services, and escalation to the Client’s defined construction year. It is understood the estimates will reflect the design maturity of the Project.

Task 1.06 Client Review

After completion of Task 1.03, RWD and Client will meet with the Client to review desired improvements for Field 2.

Task 1.07 Project Management

Manage the project progress & direction, communications with Owner, review items provided by others, provide project administration.

Additional, Excluded Services

Specific items that are not within the scope of work/services include, but are not limited to, the following. RWD can provide these services at an additional cost.

- Design Survey
- Biological Baseline Characterization
- Wetland or Critical Area Report
- Full Geotechnical Investigation & Report
- Traffic Studies, Traffic Impact Analysis
- Stormwater Drainage report/studies/design other than as described herein
- Biological Evaluation
- Maintenance Cost projections
- Landscape Architectural, Architectural, Mechanical, Electrical, Civil or Structural engineering services other than as described herein
- 30%, 65%, 95% & 100% Plans, Estimate and Specifications, Bidding Services or Construction Services for On-site and Off-site improvements
- Observation Services of any on-site or off-site, mitigation and building improvements other than defined in the Scope of Services
- Legal Descriptions of easements, Rights-of-Ways, etc.
- Web-site preparation and hosting, visual impact analysis, photo-simulations,
- SITES or LEEDS accreditation
- Tree valuation, Tree removal quantity count
- Noise Studies, Air Quality Studies
- Boundary and ALTA Surveys
- Public Meeting attendance
- Stream or Ordinary High-Water Mark delineation, Wetland, Wildlife, Habitat & Fisheries investigations & Impact Analysis other than as described herein
- Grant Writing, graphics, & applications other than listed herein
- SEPA, JARPA, any environmental or regulatory permitting
- Hydrogeologic Report, Hydrology Studies, Environmental Studies, Water Quality Testing & Monitoring
- Visual Impact Analysis
- Cultural Resources investigations & monitoring, Heritage Documentation Programs, other than defined herein

Professional Fee

Professional Fees to accomplish the Scope of Services are shown on Exhibit B. RWD will perform the Scope of Services defined herein on a Lump Sum Basis.

Client Responsibilities

Client shall provide the documentation of recent and intended park improvements. Should RWD be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

Exhibit B - Tenino City Park Master Plan Update Fee

City of Tenino			Principal		Landscape Architect		Clerical	
#	Task	Task Total	hrs.	subtotal	hrs.	subtotal	hrs.	subtotal
1.00	Master Plan & Grant Support							
1.01	Site Visit	\$ 1,160.00	4	\$ 680.00	4	\$ 480.00		\$ -
1.02	Update Master Plan Graphic for Park Core	\$ 4,180.00	2	\$ 340.00	32	\$ 3,840.00		\$ -
1.03	Prepare Master Plan Graphic for Entire Park	\$ 1,920.00		\$ -	16	\$ 1,920.00		\$ -
1.04	Prepare Site Plan Graphic for Field 2	\$ 1,920.00		\$ -	16	\$ 1,920.00		\$ -
1.05	Prepare Estimate of Probable Costs for Field 2	\$ 2,600.00	4	\$ 680.00	16	\$ 1,920.00		\$ -
1.06	Client Review	\$ 1,160.00	4	\$ 680.00	4	\$ 480.00		\$ -
1.07	Project Management	\$ 2,440.00	8	\$ 1,360.00	8	\$ 960.00	2	\$ 120.00
	Master Plan Subtotal	\$ 15,380.00		\$ 3,740.00		\$ 11,520.00		\$ 120.00
	Direct Expenses	\$ 200.00						
	Professional Master Plan Services Total	\$ 15,580.00						

Standard Contract Provisions

1. Acceptance & Authorization to Proceed

This Authorization is binding upon the firm of Robert W. Droll, Landscape Architect, PS (RWD) for a period of one hundred and fifty days. The signature of the CLIENT, or their agent, at the place indicated, shall constitute acceptance of the provisions of this Authorization. Signing this form shall be construed as authorization by CLIENT for RWD to proceed with the work, unless otherwise provided for in the authorization.

2. Standard Hourly Fees

RWD's fees and direct expenses shall be those as published in this proposal, which are charged for work performed on Client's project by RWD employees of the indicated classifications.

3. Estimated Fees

Fees are estimated unless indicated as fixed or lump sum fees. If fees are estimated, any estimate of fees given shall be considered an approximation of the average cost of this type of job, and shall not be considered as a quotation to determine the final billing price of this Authorization, unless so stated. If the preliminary work indicates the estimated fees are 30% low for estimates over \$5000.00 or less, or 20% low for estimates over \$5000.00, the CLIENT will be notified immediately. If reimbursable expenses are included in the proposal, they shall be those costs incurred directly on or for the Client's project, including but not limited to transportation costs, including, mileage at RWD's current rate when its vehicles are used, meals and lodging, computer service, telephone, printing, reproduction, reprographics and binding charges. Reimbursement of these expenses shall be on the basis of actual charges when furnished by commercial sources plus a ten per cent (10%) RWD administration fee and on the usual commercial charges when furnished by RWD, unless noted otherwise in this proposal. Additional charges will be made for any changes, alterations, or extras deviating from the original instructions.

4. Change in Scope of Work

If the CLIENT requires changes to an approved design, program or scheme, or requires additional services beyond those listed, costs of such changes and services will be negotiated at time change is requested. Service will be performed only after a further Authorization for Services has been executed by both parties.

5. Outside Services

All necessary outside services, including but not limited to legal services, materials, sampling and testing, special printing or graphics, professional or technical consultants, etc., which are required for proper completion of the work will be billed at actual direct costs plus a fee of fifteen percent (15%), unless specifically provided otherwise under SCOPE OF WORK.

6. Invoicing

Monthly invoices will be issued by RWD for all work performed under the terms of this agreement, invoices are due and payable on receipt. Finance charges, computed by a "Periodic Rate" of 1 1/2% per month, which is an annual percentage rate of 18% (applied to the previous month's balance after deducting payments and credits for the current month), will be charged on all past-due accounts, unless otherwise provided by law of this Authorization.

7. Legal Expenses & Costs

If CLIENT defaults on any obligation hereunder, RWD may retain legal counsel to assist in collection. Client agrees to pay the costs thereof. If legal action is commenced regarding this Authorization, the prevailing party is entitled to recover its reasonable attorney's fees, costs, disbursements, and expert witness fees. If execution on judgment occurs, the moving party is also entitled to the above expenses associated with the execution. Any such supplemental expenses shall be determined upon submission of a cost bill.

8. Venue of Jurisdiction

In the event of any legal litigation, the venue of jurisdiction is agreed to exist in Thurston County, Washington Superior Court.

9. Opinion of Probable Construction Cost

Any construction cost estimates provided by RWD will be on a basis of experience and judgment, but since RWD has no control over market conditions, or bidding procedures, RWD cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

10. Proprietary Rights

All drawings, calculations concepts and related items as instruments of service remain the property of RWD and may not be utilized other than as noted under SCOPE OF SERVICES, unless specifically authorized in writing.

11. Professional Standards

RWD shall be responsible to the level of competency presently maintained by other practicing professionals in the same type of work in Client's community for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications and other work and materials furnished under this Authorization. RWD shall supervise and direct the work using its best skill and attention, shall enforce strict discipline and good order among its employees and shall not employ, on the job, any person unfit or unskilled for the task assigned.

12. Limits of Liability

RWD's liability to the CLIENT for any cause or combination of causes, in the aggregate, limited to an amount no greater than the fee earned under this agreement.

13. Liens

RWD will keep the Client's premises free from all liens arising from labor and materials furnished to RWD by others. Nothing herein shall prevent RWD from the timely filing of liens on its behalf to secure payment of funds due under this Authorization.

14. Termination

This Authorization may be terminated by either party by giving ten (10) days written notice to the other party. If this agreement is terminated, RWD shall be paid at the time of termination for services performed to that date including reimbursable expenses due, plus termination expenses. Termination expenses are defined as fifteen percent (15%) of the total fee for services earned to the time of termination to account for costs incurred in rescheduling, reassignment of personnel, and related costs incurred due to termination.

15. Arbitration

At the request of RWD, any claims, disputes and other matters in relations to this Authorization may be decided by arbitration under the rules of the American Arbitration Association then obtaining. Arbitration relating to this Authorization may include only the parties to this Authorization.

16. Notice

This signed Authorization will serve as the written notice of RWD's right to lien under the applicable Washington Revised Statutes.