

Contract Agreement for Landscape Architectural Services

This agreement, dated August 30, 2007 is between **Friends of Ballard Corners Park, (Client)** and **Barker Landscape Architects**, a Washington Corporation, (Consultant).

Client intends to **DEVELOP CONSTRUCTION DOCUMENTS & CONSTRUCT NEIGHBORHOOD PARK** (see attachment A for specific tasks). Client is the authorized agent of the real property which is the subject matter of the Project through an Agreement with the Steering Committee, the Seattle Department of Parks and Recreation and Department of Neighborhoods.

CLIENT AND CONSULTANT AGREEMENT AS FOLLOWS:

1. Basic Consulting Services and Corresponding Fees: Consultant will provide the basic consulting services and Client will pay the corresponding fees all as shown in the attached Exhibit A, which is part of this Agreement. Client understands and agrees that Consultant is obligated to perform only those services in Exhibit A. If the performance of Consultants services shown in Exhibit A is delayed or suspended for any reason for a period of ninety (90) consecutive days, Consultant has the right to re negotiate the fees under this Agreement.

2. Additional Services and Corresponding Fees: Upon request from Client, Consultant can provide Additional Services. Unless otherwise agreed to in writing by Client and Consultant, fees for Additional Services will be computed on an hourly basis at Consultant's standard rates in effect at the time the work is performed.

3. Scope and Fee Schedule: Subject to the terms of this Section, client shall pay consultant for actual work performed up to **FIFTY NINE THOUSAND SEVEN HUNDRED THIRTY EIGHT DOLLARS (\$59,738.00)**, in design fees, reimbursable expenses and direct costs. Consultant agrees that this amount includes, in accordance with a budget to be approved by the consultant and client, all expenses incurred by consultant including but not limited to, labor, travel, messenger costs, telecommunications, typesetting, photography, printing and postage. Copies and reimbursements described in the "Scope of work" in Attachment "A" are included as responsibilities of the consultant and will be reimbursed by the client as described in same Attachment. Attachment "A" to this agreement shall guide any negotiations regarding the work performed under this agreement. Any work beyond that listed in the attachment shall be considered an extra service outside of the Scope of Work

4. Expenses: All expenses of Consultant will be reimbursed by Client except telephone, FAX, prints used by Consultant, photocopies (under 30 individual copies), and postage. Permit fees are estimated and actual costs may vary, and this agreement shall be amended to cover all direct permit fees required by City of Seattle.

5. Taxes: The quoted fees in this Agreement do not include sales tax, if any, associated with the services provided by Consultant, and Client agrees to pay any applicable sales tax.

6. Invoices: Consultant will mail monthly invoices reflecting all current charges to Client. Invoices are due when received by Client, and must be paid within thirty (30) days of the invoice date. Consultant will terminate work under this Agreement, without liability, if Client's required payment for any invoice is more than sixty (60) days past due. Client understands and agrees that any unpaid invoices are correct and binding on Client unless Client provides to Consultant a written notification of objections within thirty (30) days of invoice. Client can dispute or request clarification of any charges without penalty.

Invoices shall be sent to David Folweiler, Project Coordinator, 1725 NWst 64th Street, Seattle, WA 98107.

7. Late Payment Charges: A late payment charge of one and one-half percent (1-1/2%) per month will be applied to any unpaid invoice balance beginning thirty (30) days after the date of the invoice, except that in no case will the late payment charge exceed the amount allowed by law.

8. Client's Responsibilities. Client will provide any documents and information under Client's control necessary for Consultant to complete the services under this Agreement, such as agreements or contracts with City Agencies, public surveys, results of meetings outlining design program, grant applications, community mandates, and adopted Neighborhood Plans. Client will provide the names of the persons authorized to give direction to the Consultant, order additional services, and in all other ways serve as Client's Representative in regard to this Agreement.

9. General Conditions. Consultant and Client acknowledge that the City of Seattle Parks Department General Conditions are a part of this Agreement and both parties agree to be bound by all of the provisions of these General Conditions.

CLIENT:

FRIENDS OF BALLARD
CORNERS PARK STEERING
COMMITTEE

CONSULTANT:

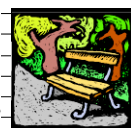
BARKER LANDSCAPE ARCHITECTS
A WASHINGTON CORPORATION

BY _____
David Folweiler, Project Coordinator
Authorized Representative

BY _____
John F. Barker, Principal
Barker Landscape Architects, P.S.

Date: _____

Date: _____



revised

8/30/07

prepared for David Folweiler, Friends of Ballard Corners Park

Scope of Work, Schedule, and Fee Proposal

1514 NW St. 52nd St., Seattle, WA 98107 206-783-2870

Community Alternate Allowable Construction Cost: \$183,000

Scope of Work & Deliverables: Development of construction documents, permit drawings, bidding, cost estimating, construction observations and administration.

Includes 3 steering committee meetings, 3 Seattle Parks, CD review meeting, updated cost estimates, 65% construction drawing package including technical

specifications outline, 95% construction documents package, Permit Application and submittal, Bid Documents, and As-built drawings.

Note: Permit fees are estimated, and after actual costs are determined this agreement will be subject to change.

Timeline: Aug., 2007 - March 30, 2008 (assuming construction is Dec '07- March'08) - total of 8 months. If schedule changes, design fee may be adjusted.

		JB	AH/JM	Drafter	Civil	mileage	
		Principal	Landscape	Support	Eng.	Plotting &	
		LA	Design	Staff	Subs	Repro	
Hourly Billing Rates		\$100	\$70	\$60	cost		subtotals

PROJECT ADMINISTRATION & JOB START UP

Project scoping, contract, & start up	Aug '07	4				\$400
Project coordination (2hr. /month for 8 months)	thru	16			\$500	\$2,100
Project records, mailing, accounting and documentation (1/2 hr. ea. month)	March '08			5	\$50	\$350
Subtotal		20		5	\$500	\$50
						\$2,850

MEETINGS

Steering Committee Meetings (2)	07-'08	4					\$400
SDOT meeting (in person/or by phone)		0				\$20	\$20
SPU meeting (in person/or by phone)		0				\$20	\$20
Seattle Parks meeting & review	fall '07	3				\$20	\$320
65% Seattle Parks CD meeting & review	fall '07	3				\$20	\$270
95% Seattle Parks CD meeting & review	fall'07	3				\$20	\$270
Bid document Review Seattle Parks meeting & review	winter'07	3				\$20	\$270
Additional meeting allowance (1)	winter'07	2	3			\$20	\$430
Subtotal		17	3	0	\$0	\$140	\$2,000

DRAFT CONSTRUCTION DOCUMENTS (65%)

Develop 65% cover sheet	fall '07			1		\$20	\$80
Develop 65% Existing Conditions/Survey	"			1		\$20	\$80
Develop 65% demo/TESC	"	1		2		\$20	\$240
Develop 60% grading/utilities	"	4		8		\$20	\$900
65% drainage SDOT plan - system design, details and report by Springline LLC (see 5/10/07 details)		4		2	\$8,000	\$20	\$8,540
Develop 65% layout plan	"	8		12		\$20	\$1,540
Develop 65% planting plan	"	2		12		\$20	\$940
Develop 65% irrigation plan	"		8			\$20	\$580
Develop 65% Design Details, incl Arbor & Structural Engineering	"	20		8		\$1,200	\$3,680
65% cost estimate	"	2	2			\$10	\$350
65% specifications	"	2		8		\$40	\$720
Quality Control Check & Submit 65% documents to Steering Committee and Seattle Parks	"	1				\$100	\$200
Refine drawings per Steering Committee and Seattle Parks input	"	4	4	8		\$100	\$1,260
Subtotal		48	14	62	\$8,000	\$1,610	\$19,110

FINAL CONSTRUCTION DOCUMENTS (95-100%)							
Develop 100% cover sheet	fall '07			1		\$20	\$80
Develop 100% Existing Conditions/Survey	"			1		\$20	\$80
Develop 100% demo/TESC	"	4				\$20	\$420
Develop 100% grading/utilities plan	"	16				\$20	\$1,620
95% drainage plan - system design, details and report by Springline Design, LLC		4		2	\$7,000	\$20	\$7,540
Develop 100% layout plan	"	24				\$20	\$2,420
Develop 100% planting plan	"	2	8			\$20	\$780
Develop 100% irrigation plan	"	1	8			\$20	\$680
Develop 100% Design Details	"	8		24		\$20	\$2,260
100% cost estimate	"	2		2		\$10	\$330
100% specifications	"	3				\$20	\$320
Quality Control Check & Submit 100% documents to Steering Committee and Seattle Parks	"	1		5		\$100	\$500
Refine drawings per Steering Committee and Seattle Parks input	"	8	8	16	\$500	\$100	\$2,920
Subtotal		73	24	51	\$7,500	\$410	\$19,950
PERMIT DOCUMENTS & FEES							
Street Improvement Permit	July	1		4	\$6,000	\$2,500	\$8,880
Building Permit Submittal for entry arbor		2		4		\$528	\$1,008
Subtotal		3		8	6,000	\$3,028	\$9,888
BIDDING AND CONSTRUCTION OBSERVATION/ADMINISTRATION							
Final preparation of bid documents (as req'd by reviewers)	December	1		2		\$50	\$270
Bidding support, clarifications/addendum allowance	Jan	2	2			\$100	\$440
Advertisement for Bid (ad/bid costs by Owner)	"	0				\$0	\$0
Pre-bid walk through	"	1					\$100
Allowance for change orders, contractor questions	"	8					\$800
Bid opening and reference check	"	1					\$100
Pre-construction meeting	"	2					\$200
10 onsite construction meetings with team - meeting minutes included	"	20				\$20	\$2,020
Submittal review	"	2	2			\$20	\$360
Clarification drawings, change order review, pay app review	"		4			\$20	\$300
Construction Punchlist and final City (parks, SDOT) inspections	"	1	2			\$20	\$260
Allowance for coordination with artists and volunteer work	"			4			\$240
Final walk through and project close out	March	2				\$20	\$220
As-built drawings and Operations & Maintenance Manuals		1		8		\$50	\$630
Subtotal		41	10	14		\$300	\$5,940
TOTAL Hour/Fees/Direct Costs							
		202	51	140	\$22,000	\$5,538	\$59,738
Included in direct costs are mailing, graphic materials, printing as defined in this scope, photos, mileage.		hrs	hrs	hrs	hrs	direct costs	Total
Costs for reproducing over 1 copy of deliverables will be billed separately.							
Permit fees are estimated and may change, requiring adjustments to this agreement.		JB	AH/JM	Drafter	Civil	mileage	
		Principal	Landscape	Support	Eng.	Plotting &	
		LA	Design	Staff	Subs	Repro	
		\$100	\$70	\$60	\$120		