DesignWorks

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September 16, 2016

Pacolet Milliken Enterprises, Inc.
Jennifer A. Calabria
550 S. Main Street, Suite 601
Greenville, SC 29601

RE: **Highway 76 South Park**
Clemson, South Carolina

Dear Jennifer:

This proposed agreement delineates professional services and applicable fees for Landscape Architectural Design Services for the above referenced project. This scope of services includes all design elements associated with Highway 76 South Park in Clemson, South Carolina. It is our understanding that the Client is **Pacolet Milliken Enterprises, Inc** and that **DesignWorks, LC** shall provide Landscape Architectural Services as follows:

I. BASIC SERVICES

A. Schematic Design Phase (11):

I- Charrette Preparation: Research, Analysis and Initial Programming

The charrette preparation phase builds on initial research, analysis and programming to develop a larger context for the Park. Materials will include:

1. Detailed base map of the park and surrounding streets using survey provided by client team including, but not limited to: property lines, easements, topography, existing trees, utilities, flood, hydrology, zone delineation and structures.

2. Meeting with City of Clemson and Pacolet Milliken to:
    a. Review and describe details of existing Property Conceptual Master Plan
    b. Review projects within the surrounding community, existing or planned, that are pertinent to the park programming: Analyze proposed roadways, vehicular and pedestrian accesses to site from Highway and surrounding neighborhoods, surrounding park system, recreation areas, trails, etc.
    c. Select a Civil Engineering Firm to be in charge of preparing detailed site data including grading, drainage, vehicular paving, cost estimate and give recommendations regarding dam restoration and storm water management.
    d. Develop a list of :

- Stake holders to be involved in the Charrette Process. Stake holders may include: neighborhood associations, City of Clemson park department, Clemson University, SCDOT, civil engineers, local associations and non-profits, etc.
- Consultants to be invited as part of the Design team to charrette to cover specific domains such as : flood issues, ecology, traffic,

II- Two day Design Charrette:

1. In conjunction with City of Clemson, coordinate and participate in a Charrette with pertinent stake holders previously selected and client team including City, Pacolet Milliken Enterprises, and consultants such as Civil Engineering and Biohabitats. Charrette ultimate goal is to help refine the park programming and illustrate site specific components: water features (dam, lake, streams), active and passive recreational areas, pavilions, trails and paths, parking areas. At the end of the two day Charrette, a detailed Conceptual Site plan will be produced of the entire park and its edges.

   Charrette agenda will include:

   -Site visit with design team
   - stake holders meetings to review and refine existing data and base, further develop new park program,
   - work on ecological and hydrology issues and develop potential design solutions
   - develop site plan and close up in key areas
   - review final drawings with stake holders and design Team.

III- Post Design Charrette:

1. Prepare a final Schematic Master Plan for the Park based on Charrette and consultant team results. Schematic Master Plan will include the Park, adjacent Rights of Way, and connections to potential trails and access points.
2. Schedule and coordinate meeting with City of Clemson and Pacolet Milliken to review Schematic Master Plan.
3. Assist City of Clemson and Pacolet Milliken in developing a preliminary analysis of probable construction Cost based on Master Plan. Review plan program based on the construction cost and budget allocations
4. Based on input received during review meeting, refine the Master Plan and help finalize the analysis of probable cost. Develop a phasing plan.
5. Schedule and coordinate meeting with City of Clemson and Pacolet Milliken to review Final updated Schematic Master Plan, phasing and analysis of probable construction cost.
6.

B. Supplemental services (16): TBD

Upon review and approval of Final Master Plan and analysis of probable construction cost, DesignWorks will prepare illustrative renderings, sections and other vignette drawings for the purpose of public presentation and fund raising.

C. Compensation:

The Client shall compensate DesignWorks for Basic Services described in "I." above and in accordance with the Terms and Conditions of this Agreement on a Percent Complete by Phase as Fixed Amount basis, plus expenses as listed below: *(Fees are exclusive of cost for Civil Engineering and biohabitats Sub-Consultants. Sub-Consultants shall be billed as a reimbursable expense with the Clients written authorization.*

Phase		**Fee range:**
A. Schematic Design Phase (11)		
I Charrette Preparation:		$10,000.00
II Two day Design Charrette:		$9,000.00
III Post Design Charrette:		$16,000.00
B. Supplemental services (14)	TBD	
Total:		$35,000.00

Schedule of Rates and Expenses

Schedule of Rates indicated below does not include allowances for overtime (to be approved in advance) in excess of a forty-hour work week or travel time to and from the office of the Landscape Architect to the work site. *(These rates are valid for six months from the date of this contract):*

Personnel	**Hourly Rate**
Senior Partners	$250.00
Partner	$195.00
Senior Associate	$150.00
Associate	$125.00
Senior Designer	$110.00
Designer II	$95.00
Designer I	$65.00
Draftsperson/Intern	$50.00
Administrative Staff	$40.00

Reimbursable Expenses

Mileage	Subject to Federal Guidelines
Models/Renderings/Photos	Cost + 10%
Postage/Overnight Delivery	Cost + 10%
Reproduction and Printing	Cost + 10%
Travel and Subsistence	Cost + 10%
Large Format Prints	$.25/sq ft
Large Format Copies	$.40/sq ft
Scans	$.75/sq ft

Color Copies	$2.50/copy
Black & White Plotting	$7.00/copy
Color Plotting	$12.00/copy
Subcontract Services	Cost + 10%
Consultant/Designer's Fee	Cost + 10%

CLIENT'S RESPONSIBILITIES (Exclusions to Scope of Services)

Client shall provide the following information or services as required for performance of the work. Should DesignWorks be required to provide services in obtaining or coordinating completion of this information, such services shall be charged as additional services. DesignWorks assumes no responsibility for the accuracy of such information or services, may rely on the accuracy of such information, and shall not be liable for errors or omissions therein.

A. Topography and boundary surveys.
B. Legal descriptions of property.
C. Soils investigations and / or engineering.
D. Existing site engineering and utility base information.
E. Site environmental information required for planning processing.
F. Economic or market analysis.
G. Existing Master Plan developed for the property

I. STANDARD CONDITIONS

Landscape Architectural Services will be subject to the following Standard Conditions:

A. This Agreement is to be signed and returned along with requested retainer to DesignWorks **within 30** days in order to proceed with the described services. Otherwise, the offer to perform the described services may, in DesignWorks' sole discretion, be withdrawn and be null and void.

B. The Client will specify one person to act as an agent for the Client and contact point for DesignWorks. This agent will have the authority to give approvals and make all decisions relevant to the project.

C. Upon not less than seven days written notice, **DesignWorks shall suspend all services if the client fails to pay in full within 90 days for services rendered or expenses incurred and for nonpayment of outstanding invoices.** DesignWorks shall have no liability because of such suspension of services or termination due to Client's nonpayment. DesignWorks reserves the right to charge the client up to 10% of the contract total to restart project after services have been suspended, with a possibility of a 30 day delay before project can be restarted.

D. Invoices will be submitted monthly and are payable upon receipt. ***Accounts with balances extending over 90 days will be assessed a finance charge that will be calculated at the rate of 1.50% per month for an annual rate of 18.0%.***

E. Out-of-Pocket Expenses such as express mail, transportation, travel, reproduction, and printing will be charged at the actual cost, plus 10% handling.

F. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice. If terminated by Client, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

G. DesignWorks shall not be responsible for delay caused by circumstances beyond its reasonable control.

H. DesignWorks assumes no liability for the accuracy of surveys and survey information and may rely on the accuracy of survey information provided.

I. Additional Services include but are not limited to:

(Can be provided upon the request from the Client and are billed on an Hourly Basis)

1. Plan preparation for and construction observation of portions of the project on a segregated bid basis or to be phased during construction.
2. Approval meetings over and above the number stated in this contract.
3. Site visits over and above the number stated in this contract.
4. Revisions and changes to approved drawings and the preparation of alternates or deductive change orders requested by the Client.
5. Services required as a result of the default or insolvency of contractor.
6. Preparation of record drawings or of measured drawings of existing conditions.
7. The preparation of illustrative renderings for presentation and or marketing purposes other than materials required for submittal and review process.
8. Landscape Architectural services for areas other than the designated area.

If the Terms of this Agreement are acceptable, please sign and return one (1) copy to the attention of *Alison Schmidt* within thirty (30) days of the contract date, as acceptance of conditions stated herein.

Sincerely,

W. Scott Parker, ASLA
Senior Partner
DesignWorks, LC

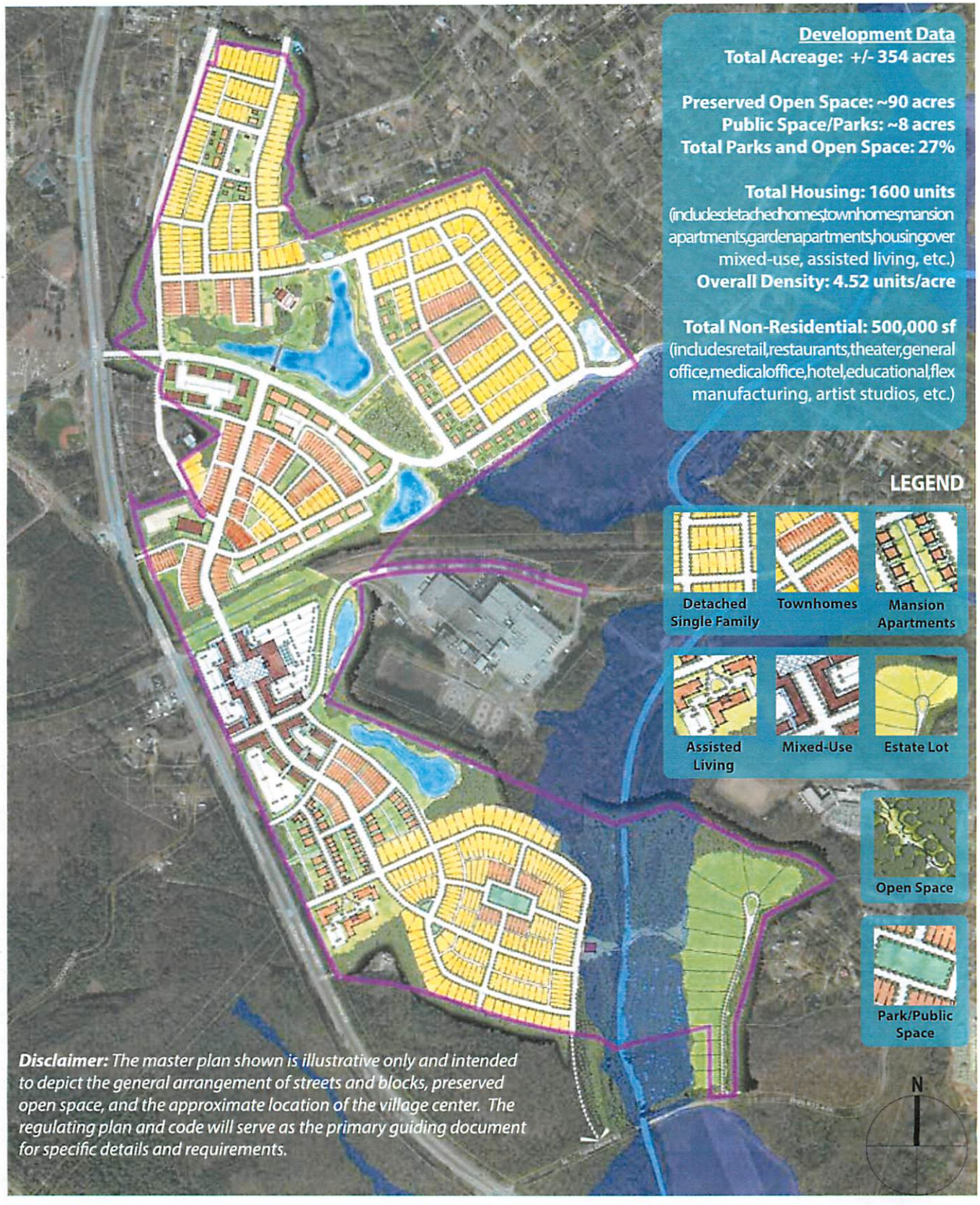
ACCEPTED BY:
_____(Client)

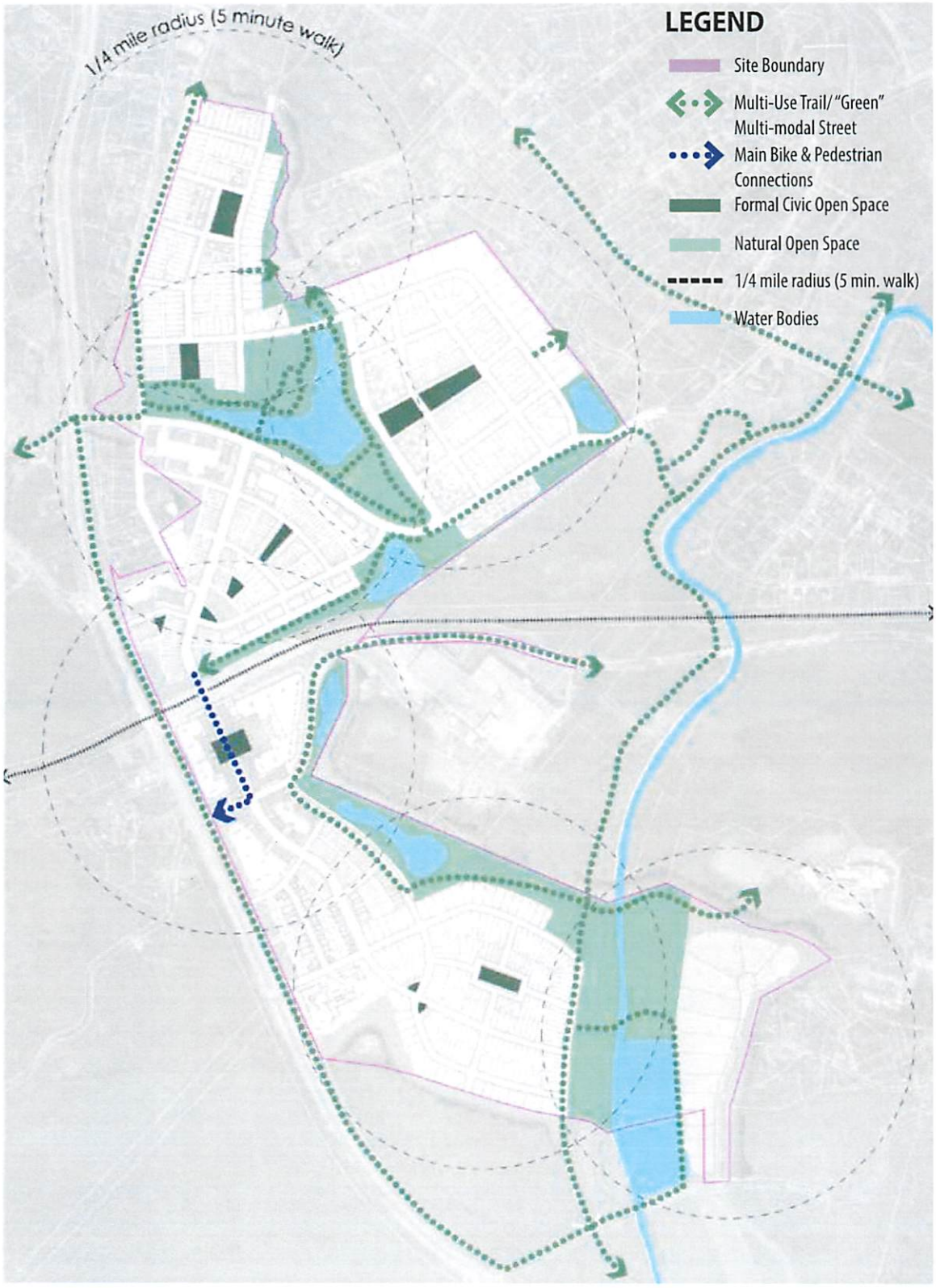
_____(Date)

Cc: Christophe Drumain, ASLA
Patner

Alison Schmidt
Business Manager

3.2 CONCEPTUAL SITE MASTER PLAN



5.1.2 PRESERVED & CONNECTED OPEN SPACE

The diagram below illustrates how the preserved open space is woven together by the trail and street network, enabling a high degree of connectivity between the neighborhoods to the surrounding area.