

AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS

STANDARD FORM CONTRACT FOR PROFESSIONAL SERVICES BETWEEN LANDSCAPE ARCHITECT AND CLIENT

Preliminary Provisions

Date

This Agreement is made as of Feb 1st, 2020, between the Client and Landscape Architect for the Landscape Architectural Services as provided herein.

Client

Palouse Prairie Charter School

NAME

Powers Ave, Moscow, ID 83843

ADDRESS / CITY / STATE / ZIP

Owner

RELATIONSHIP TO PROJECT OWNER

Owner

The Client acknowledges that it is authorized to enter into this Agreement.

N/A

NAME

ENTITY

☒ CORPORATION, ☐ LIMITED LIABILITY COMPANY ☐ MUNICIPALITY, ☐ GOVERNMENT OR ☐ INDIVIDUAL / MARRIED COUPLE—SELECT ONE

ADDRESS / CITY / STATE / ZIP (IF DIFFERENT FROM CLIENT ADDRESS ABOVE)

Landscape Architect

Learning Landscapes Design LLC

NAME

ENTITY

☐ SOLE PROPRIETOR, ☐ PARTNERSHIP, ☐ CORPORATION, ☒ LIMITED LIABILITY COMPANY

4241 SW Tunnelwood St. Portland OR 97221

ADDRESS / CITY / STATE / ZIP

Michelle Mathis 503.347.4523

CONTACT INFORMATION

Project

(General description of Project: name, purpose, baseline information)

Concept plan review and design of climbing area components for Palouse Prairie Charter School. We will work closely with parent Jen Elliott as outlined in the proposal.

Program

The Client's detailed Program: user needs, functional and built element requirements, and the Client's budget parameters are set forth in *Exhibit "A."*

Scope of Services

The scope of services to be provided by the Landscape Architect under this Agreement and the Supplemental Services which may be provided when requested in writing by the Client are described in *Exhibit "B."*

Compensation

Compensation for Landscape Architectural Services performed under this Agreement shall be the Stipulated Sum of \$ 8,308.00 including some Reimbursable Expenses as defined in Article 4 and is subject to the provisions of this Agreement. Supplemental Services, when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in *Exhibit "C"* or on the basis of a negotiated fee provided in an amendment to this Agreement.

Schedule of Services

The schedule for the performance of the Landscape Architectural Services under this Agreement is provided in *Exhibit "D,"* and is subject to the provisions of this Agreement.

Article 1**Landscape Architectural Services****1.1 Standard of Care**

The 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.

1.2 Coordination

The Landscape Architect shall coordinate the services of its consultants, and shall cooperate with the Client's representatives and separate consultants in the best interest of the Project.

1.3 Representations

The Landscape Architect represents that it and its consultants have and shall maintain throughout the performance of the Landscape Architectural Services under this Agreement the requisite licenses, registrations, and/or certifications required for the performance of these Services in the jurisdiction in which the Project is located.

1.4 Scope of Services

The Scope of Landscape Architectural Services to be provided under this Agreement is detailed in *Exhibit "B."*

1.5 Supplemental Services

Supplemental Services are detailed in *Exhibit "B."* Supplemental Services are beyond the basic Scope of Services, and when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation (either on the hourly basis stated in *Exhibit "C"* or on the basis of a negotiated sum) beyond the Compensation stated in the Preliminary Provisions.

1.6 Approval of Services/Changes to Approved Services

The Landscape Architect shall proceed with a phase or design package of the Landscape Architectural Services only after receiving the Client's written approval of the Services and deliverables provided in the previous phase and written authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.

1.7 Opinions of Probable Construction Costs

Opinions of probable construction costs provided by the Landscape Architect are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist 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 negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.

1.8 Certifications

The Client shall submit copies of proposed certificates or certifications, if any, to the Landscape Architect for review and approval at least 14 days prior to the date that the Client desires the Landscape Architect to execute them. The Client shall not request certifications which would require legal opinions or knowledge or services beyond the scope of the Agreement. All such certifications shall be limited to professional opinions rendered in accordance with generally accepted standards of professional practice.

1.9 Construction Safety

The presence of the Landscape Architect, its employees, or consultants at the Project site shall not be deemed an assumption by the Landscape Architect of any obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or regulatory health or safety requirements, if any. The Landscape Architect, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.

Article 2 Client's Responsibilities

2.1 Program

The Client shall provide the detailed Project description and budget parameters designated *Exhibit "A"* and attached hereto.

2.2 Information

- 2.2.1 The Client shall provide site surveys and legal information, including as applicable: written legal description of the site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is located, rights-of-way, easements, encroachments, zoning, covenants, and deed or other restrictions, if any.
- 2.2.2 The Client shall provide for the Landscape Architect's right to enter from time to time, property owned by the Client or others so the Landscape Architect may perform the Landscape Architectural Services.
- 2.2.3 The Client shall be responsible for all legal, accounting, and insurance services the Client may require or deem necessary in the interest of the Project.

2.3 Independent Testing

The Client shall provide independent testing services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste presence and characteristics.

2.4 Reliance

The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work product provided by the Client and the Client's consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client, provided that the Landscape Architect has acted in accordance with the standard of care described in section 1.1, above.

2.5 Client's Representative

The Client shall designate a representative with authority to act on the Client's behalf with regard to the Project. If for any reason Client's designated representative is replaced during the progress of the Project, the Landscape Architect shall have the right to renegotiate its compensation in response to the change.

2.6 Approvals

Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services. Comments from the Client's Representative shall be a consolidation of all comments of interested user groups or entities to provide clear direction to the Landscape Architect and to avoid delays.

2.7 Notice of Nonconformance

If the Client observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the Landscape Architect or any fault or defect in the Project, the Client shall promptly give written notice thereof to the Landscape Architect.

2.8 Project Permit and Review Fees

The Client shall pay 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 provided to the Client, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices in any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Landscape Architect (collectively, the "Design Materials").

3.2 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. Termination of this Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Client's possession or control shall be returned to the Landscape Architect within 21 days of the notice of termination.

3.3 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.

3.4 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 approval, and the Client agrees to indemnify and defend the Landscape Architect against all such claims.

Article 4

Landscape Architect Compensation

4.1 Compensation for the Scope of Services described in section 1.4 of *Exhibit "B"* to be performed under this Agreement shall be as indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, described in section 1.5 of *Exhibit "B,"* when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in *Exhibit "C"* or on the basis of a negotiated fee provided in an amendment to this Agreement.

4.2 Reimbursable Expenses are expenditures as made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 0 %. Reimbursable Expenses include, but are not limited to the following:
Expenses included in the stipulated sum:

- 4.2.1 travel expenses in connection with the Project; living expenses in connection with out-of-town travel, long-distance communications;
- 4.2.2 costs of reproductions, faxes, postage and handling of documents, messenger and overnight delivery services;
- 4.2.3 if authorized in advance by the Client, overtime-related employee expenses;
- 4.2.4 costs of renderings, photographs, models, and mock-ups as outlined in the proposal.

Expenses not included in the total stipulated sum:

- 4.2.5 expense of professional liability insurance dedicated exclusively to the Project, or additional insurance coverage or limits requested by the Client in excess of that normally carried by the Landscape Architect and its consultants;
- 4.2.6 costs of printing and delivering bid packages;
- 4.2.7 services of professional consultants which cannot be quantified at the time of contracting; and
- 4.2.8 other, similar unforeseen Project-related expenditures.

4.3 Payments

- 4.3.1 An initial payment of \$ 1,500 shall be made upon execution of this Agreement; this amount shall be credited to the Client's account at final payment. This shall be the minimum payment due under this Agreement.

- 4.3.2 Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed in accordance with the Schedule of Services provided in *Exhibit "D"* herein, and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
- 4.3.3 If the Client disputes, in good faith, all or any portion of any statement from the Landscape Architect for Landscape Architectural Services or Reimbursable Expenses, the Client shall notify the Landscape Architect in writing within seven (7) days of receipt of the disputed statement, describing the nature of the dispute and including a reasonably detailed explanation of the reason for the dispute.
- 4.3.4 Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 3 % simple interest per month. Pursuant to section 7.2, herein, at the Landscape Architect's option, overdue payments may be grounds for suspension of services or termination of this Agreement.

4.4 Extended Services

If through no fault of the Landscape Architect the Scope Services described in section 1.4 of *Exhibit "B"* have not been completed within the term indicated in the Schedule of Services provided in *Exhibit "D"*, the compensation for services rendered after that time period shall be renegotiated or shall be on the basis of the hourly rates provided in *Exhibit "C"*.

Article 5

Insurance, Indemnification, Consequential Damages

5.1 Insurance

The Landscape Architect shall secure and maintain insurance coverages indicated as follows:

<u>Coverage</u>	<u>Liability Limits</u>
Professional Liability	<u>1,000,000</u> per claim/annual aggregate
Commercial General Liability	<u>1,000,000/ 3,000,000</u> per occurrence
Comprehensive Automobile Liability	<u>300,000</u> per accident
Workers Compensation	statutory limits

5.2 Indemnification

5.2.1 Client and Landscape Architect 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 attorneys' fees as are awarded according to applicable law, to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

5.2.2 Since it would be unfair for the Landscape Architect to be exposed to liability for its failure to perform a service that the Client has either refused to authorize or has instructed the Landscape Architect not to perform, the Client hereby waives all claims against the Landscape Architect and agrees to defend, indemnify and hold the Landscape Architect harmless from claims or liability for injury or loss allegedly arising from the Landscape Architect's failure to perform a service that the Client has either refused to authorize or has instructed the Landscape Architect not to perform.

5.3 Consequential Damages

The Landscape Architect and the Client waive consequential damages for claims, disputes, or other matters in question which arise out of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 hereof.

5.4 Client's Commercial General Liability Insurance

The Client agrees to name the Landscape Architect as an additional insured on its Commercial General Liability (CGL) insurance policy(ies), if any, applicable to the Project and to provide the Landscape Architect with a Certificate of Insurance evidencing compliance with this provision.

5.5 Waiver of Subrogation

To the extent damages are covered and paid by property insurance during construction, the Client and the Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. The Client and the Landscape Architect, respectively, shall require of their contractors, consultants, agents and employees similar waivers in favor of the other parties enumerated herein.

5.6 Hazardous Materials Waiver

Unless otherwise provided in the Agreement, the Landscape Architect and the Landscape Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

Article 6 Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions between the parties or their representatives who shall have authority to settle the dispute. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation in accordance with section 6.2.

6.2 If the dispute is not settled pursuant to section 6.1, before recourse to any other dispute resolution procedure, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be the location of the Project unless the parties agree otherwise. A request for mediation may be filed with the American Arbitration Association or any other mediation service acceptable to both parties. The parties agree to conclude the mediation within 60 days of filing the request. Unless otherwise agreed, the cost of mediation shall be shared equally by the parties.

6.3 For any claim subject to, but not resolved by, mediation pursuant to Section 6.2, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the parties do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

☒ Arbitration pursuant to section 6.4 of this Agreement

☐ Litigation in a court of competent jurisdiction

6.4 If the parties have selected arbitration in section 6.3, claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. All arbitration hearings shall be conducted at the location of the Project unless the parties agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

6.5 Unless otherwise agreed in writing, the Landscape Architect agrees to continue to perform its services during any dispute resolution proceedings. If the Landscape Architect continues to perform, the Client shall continue to make payments in accordance with this Agreement for amounts not in dispute.

6.6 Appropriate provisions for consolidation shall be included in other contracts relating to the Project so that all parties necessary to resolving a claim can be made parties to the same dispute resolution proceeding.

6.7 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7

Suspension/Termination

7.1 This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

7.2 The Client's failure to make payments to the Landscape Architect in accordance with the provisions of this Agreement shall be deemed a substantial failure to perform and a cause for termination; however, in this circumstance the Landscape Architect, at its option, may elect to suspend its services on seven (7) days' written notice to the Client. The Landscape Architect shall have no liability to the Client for any delays caused by a suspension under this provision.

7.3 If the Client suspends the Landscape Architect's services for any reason, the Landscape Architect shall be compensated for all Landscape Architectural Services performed to that date, and the Landscape Architect shall have no liability to the Client for any delays caused by the Client's decision to suspend the Services.

7.4 When suspended Services are resumed, the Landscape Architect shall be compensated for expenses incurred due to the interruption and resumption of the Landscape Architectural Services, and the Compensation and the Schedule of Services for the Services remaining to be performed shall be equitably adjusted.

7.5 A suspension of Services by either party for more than thirty (30) days may, at the Landscape Architect's option, be deemed grounds for termination of the Agreement.

7.6 If termination is not due to the fault of the Landscape Architect, the Client shall pay, in addition to Compensation and Reimbursable Expenses due at the time of the termination, all actual costs and expenses reasonably incurred by the Landscape Architect in connection with such termination. In addition, the Client shall comply and cooperate in accordance with the provisions of Article 3, Ownership of Documents.

7.7 The Client may terminate this Agreement for convenience and without cause with seven (7) days' written notice to the Landscape Architect providing, in addition to the Compensation, Reimbursable Expenses, and compliance with the Ownership of Documents provisions indicated in section 7.6, above, the Client pays to the Landscape Architect an amount representing the anticipated profit on the Scope of Services not performed under this Agreement because of the Client's decision to terminate for its convenience.

Article 8

Other Terms and Conditions

8.1 Force Majeure

Either party, as applicable, shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood,

explosion, or the recovery from such cause ("Force Majeure"). The parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.

8.2 Notices

Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered or certified mail, return receipt requested, at the addresses indicated on the first page of this Agreement.

8.3 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.

8.4 Third Party Relationships

Nothing in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of, any third party against either the Client or the Landscape Architect.

8.5 Severability

If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.

8.6 Captions

Captions of articles, sections, paragraphs, or subparagraphs of this Agreement are for convenience and reference only.

8.7 Governing Law

This Agreement shall be governed by the law in effect at the Landscape Architect's principal place of business.

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

8.9 Limitations Period

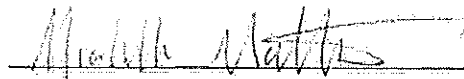
As between the parties to the Agreement: as to all acts or failures to act by either party to the Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the completion of Services under the Agreement.

Exhibits

The following Exhibits are incorporated in and made a part of this Agreement:

- "A" Client's Program
- "B" Scope of Services and Supplemental Services
- "C" Landscape Architect's Hourly Compensation Rates Schedule
- "D" Landscape Architect's Schedule of Services

Landscape Architect



Michelle Mathis

2/1/20

Date

Client



2/11/20

Date

EXHIBIT “A” CLIENT’S PROGRAM

To be finalized during phase one 'Project Start Up' according to attached Proposal document. All components will be outdoor gathering or activity related spaces and support facilities.

The program includes: Outdoor site improvements for an elementary school green schoolyard including gathering areas, planting, sensory play, imaginative play, physical play, fences/screening, stormwater, access improvements, and habitat gardens.

EXHIBIT “B” SCOPE OF SERVICES AND SUPPLEMENTAL SERVICES

As outlined in attached proposal document dated 12/19/19.

Supplemental Services are outside of the current scope and include civil engineering and all services excluded in the assumptions section of the proposal document dated 12/19/19.

EXHIBIT “C” LANDSCAPE ARCHITECT’S HOURLY COMPENSATION RATES SCHEDULE

Principal/ Project Manager	\$110/hr
Project Landscape Architect	\$95/hr

EXHIBIT “D” SCHEDULE OF SERVICES

We will be aiming at construction in summer 2020. Meeting dates and deadlines shall be set as one of the first project tasks.



Palouse Prairie Charter School Nature Play Design Support Proposal for Landscape Architectural Services

Prepared By:
Learning Landscapes Design LLC
4241 SW Tunnelwood St.
Portland OR 97221
503.347.4523
12/19/19



Jen Elliott
Palouse Prairie Charter School
Powers Ave,
Moscow, ID 83843
(208) 882-3684
jen@palouseprairiefarms.com
(208) 892-9030



Dear Jen Elliott and Palouse Prairie Charter School Community,
Thank you for the opportunity to provide you with this proposal for landscape architectural services. Learning Landscapes Design LLC offers experience in providing innovative site design for schools, parks, and childhood environments. Michelle Mathis, principal and lead designer at Learning Landscapes, has over fifteen years of experience with play and learning projects from community involvement, through conceptual development, construction documents, and construction management. This proposal is based on previous conversations with you well as our experience on similar projects.

For us, working collaboratively with a multidisciplinary team and community members brings us great satisfaction and success. We will bring creative thinking to your project and strive to maximize the aesthetic and functional aspects of designs so they look and work beautifully over the long term. Our design experience is coupled with an extensive understanding of safety, maintenance, and construction of children's spaces. Our company is built on our ability to listen and we excel at crafting a process and design that fit your needs and budget.

You should work with Learning Landscapes Design because:

- 1- We **specialize in landscapes for play and learning**. We spend all of our time working at bettering our understanding of this project type. Kids interact with spaces in a very different way than adults. They think and learn differently and we specialize in finding ways to let kids connect with their environment.
- 2 - Our projects **focus on whole child learning**, not just physical play. I have a Master's Degree in Education and our staff is comprised of parents of young and school age children. We are at the forefront of including **STEM activities in play**.
- 3 - Our designs are maintainable and practical. Maintaining an alternative play area or outdoor learning environment can be daunting. We are the only design firm that offers an **extensive management plan and set of safety inspection documents** for our designs.
- 4 - Our approach involves your team and your whole community to create **community and staff buy-in** and support. We enjoy our work and have fun doing it. **We listen**, respond and plan so you don't have to.

The following proposal outlines the tasks that are proposed to assist you in creating a vision for your play-scape, a concept plan, and in the future developing construction documents for installation. These tasks are arranged to create a vision everyone can get behind and develop a plan for moving forward. We have used this project approach on similar projects and the tasks work well. We are willing to adjust, move, and add tasks to suit your vision of the process. Consider this a starting point and an outline of our abilities and strengths.

Sincerely,

A handwritten signature in black ink that reads "Michelle Mathis".

Michelle Mathis RLA
Principal, Learning Landscapes Design
503-347-4523
michelle@learninglandscapesdesign.com

Project Understanding and Approach

Understanding

Somewhere along the way the days of children playing in the woods behind their house turned into programmed activities, pavement, and colorful climbing structures. In our race to urbanization we have all too often left children behind. Nature deficit disorder, increased screen time and time indoors have left our kids rootless and unconnected to their environment. Learning Landscapes strives to create the opportunity for those 'special moments' in childhood that when looked back upon are understood to be the roots; roots of environmental connection, cooperative play, and creative endeavor.

Many of our environments for young people are barren or too prescribed and don't meet the flexible needs of schools today. Students learn through tactile experience, by doing and creating for themselves. Our outdoor areas should mirror the time and thoughtful planning done inside the school. Our value comes with our experience. We have worked through the design and construction process for outdoor children's spaces many times before. The proposal below outlines the steps we can do to help you achieve your goals.

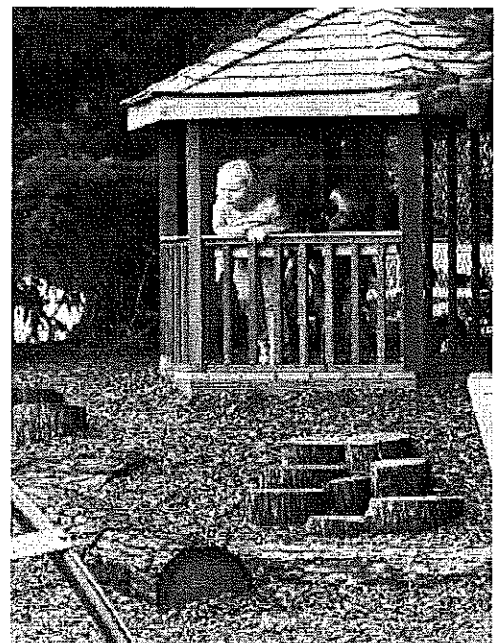
This approach is a good fit for you if:

1. You have a playground that is not meeting your needs and you want to redo or expand what is offered to your students.
2. You want a more innovative, imaginative, loose parts, hands on, nature based play and learning spaces.
3. You have a good support team and volunteer base.
4. You feel comfortable managing the day to day work of a contractor, coordinating your volunteers to install some elements, and being the glue that holds the project together.

Design Approach

Our basic design approach is three fold; create a design that involves and reflects the community, develop a space that is set up for long term success, and provide these services in an efficient manner. The design for your site needs to reflect the activities and approach of the organization as well as your budget and time line. You want a beautiful design, but if it is not also safe, functional, and maintainable it is not set up for long term success. Our team includes registered landscape architects and a certified playground safety inspector. We will ensure the design meets current safety codes and functions fluidly. We will use our time efficiently and be focused in our work to give you the best value for your money.

The following proposal outlines a coordinated approach between our team and Jen Elliott who is a landscape architect and parent. It assumed some tasks would be carried out by our team and some by Jen.



Proposed Services To Be Performed

Task 1 Project Start Up Meeting (Phone Meeting)

We will meet to talk over your vision, goals, and site. We can look over this proposal, scope, and how the project will be structured. We can give some basic advice on program, safety, layout and elements.

Task 2 Review of Draft Concept Plan

We will review the site plan created by Jen Elliott. This includes red lines to the plan, images for consideration and a phone conversation to review our comments. This is not a safety review, but is intended to share some of the lessons learned from past projects.

We will deliver: - Concept Plan Red lines

Task 3 Cost and Phasing Meeting (Phone Meeting)

We can talk over specifics of the design for the purpose of developing a cost estimate and phasing plan. Together we will:

- 1- Develop an approach for construction. Are there components that need a permit? Which items will be contractor installed and which items will be volunteer installed?
- 2- Review building material options. What materials are the best for the site? What materials meet the safety, liability, and maintenance goals for the school?
- 3- Prepare a phasing outline. There are often some elements that need to be done first and some that can be installed over time. Based on current budget, time line, and the elements in the design we will help you develop an approach to getting your project built. This may be based on available funds, grant ties to elements, licensing needs, donations and community involvement or other factors
- 4- We will review a cost estimate that you have prepared. We can add our knowledge of similar items from other projects. You can help with regional costing and sourcing.

Task 4 Climbing Area Detailing

We will provide detailed design for the climbing area to ensure compliance with playground guidelines. It is our assumption that you will have a concept for the area, a component list and an overall size for the features. Our task will be detailed design of the items in this zone. We have assumed you would allow for \$20,000 - \$30,000 construction budget for the climbing area (including value of donations). This assumption helps us set a scale of the project without knowing the exact design.

Task 4.1 Draft Climbing Area Construction Documents

This task includes a CAD plan and technical details that will be used by the contractor to construct the climbing features. What is ultimately included in these drawings will be based on what was decided for climbing area scope. *We can deliver:*

- Climbing Area Materials Plan
- Details for climbing components
- Details for surfacing

** We have assumed that the proposed playground improvements will not trigger a construction permit. If the design or approach to construction changes this, we may need to do add a full CD set for the project before construction and bidding.*

Task 4.2 CD Review Meetings

The details will be presented and discussed with the core team. We can talk over specifics of the design and make sure it is heading in the right direction. At the end



of this meeting you will provide direction for the preparation of the final construction documents.

We need from you: We ask that you provide one clear red-line set of changes and comments for us to review and address.

Task 4.3 Final Climbing Area Construction Documents

We will review your comments and the items we discussed at the CD review meeting and create a final set of construction details. Drawings that are included will be similar to task 3.1.

We will deliver: Final Construction details and description

Task 5 Clarifications and Questions During Construction

We assume Jen Elliott will do all work with the client and bidders in the bidding phase. This task includes day to day communication, coordination, and questions from you during construction. Questions may be concerning: products, materials, detailing, safety, etc. Learning Landscapes Design will respond to all RFI's. This is a time and materials task based on requests from you.

We will deliver: RFI responses and construction communication

Task 6 Preparation of a Site Maintenance and Risk Approach

Maintenance of unique playscapes can be daunting to staff who are familiar with the typical post and platform structures. Owners of these spaces have a duty to provide a 'standard of care' to address hazards and maintenance in play spaces. Learning Landscapes Design was part of the national steering committee that developed *The Guidelines for Natural Play and Learning Areas*. Using this document, our depth of knowledge in this field as well as National ASTM and CPCS playground safety guidelines we will create a *Playscape Management Document* tailored to your projects and the elements in your plan.

We will deliver: Playscape Management Document

Task 7 Construction Site Meetings (Potential In Person Site Visit)

Depending on the complexity of the design, a site review for safety compliance may be required. We will know this after a concept design is created. This task may be able to be completed with a site video and photos. If not, we will meet on site to review the project with the client and contractor. The intent of the meetings will be to verify construction of the design per drawings and specifications.

We will deliver: Site Visit Notes

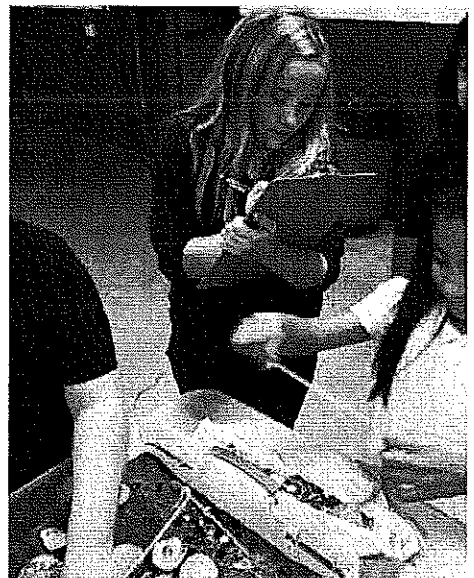
Design Fee

Task 1	Project Start Up Meeting	\$ 112.00
Task 2	Review of Draft Concept Plan	\$ 449.00
Task 3	Cost and Phasing Meeting	\$ 224.00
Task 4	Climbing Area Detailing	\$ 4,371.00
Task 5	Clarifications and Questions During Construction	As Needed
Task 6	Preparation of a Site Maintenance and Risk Approach	\$ 806.00
Task 7	Construction Site Meetings* (Cost per trip time and expenses)	\$ 2,346.00

Fee \$ 8,308.00

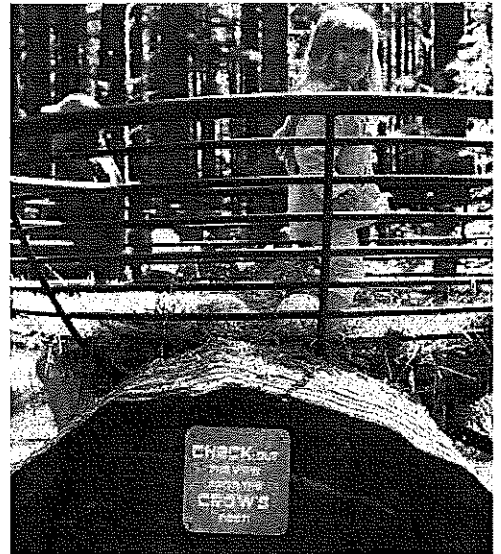
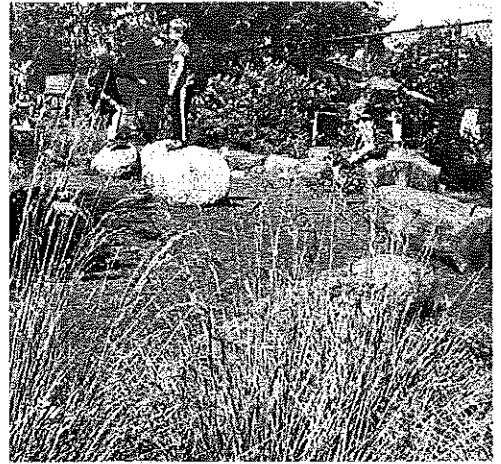
This total fee of eight thousand three hundred eight dollars is a lump sum fee. \$1,500 of the fee is due at contract signing as a deposit. The rest will be billed monthly as the project progresses.

* All travel requires a 3 week notice.



Assumptions

1. Client responsibilities have been included in phases to clarify client role. It is assumed the client can complete these tasks.
2. There will be no large project changes late in the design, for example extents of the area being designed or program changes. The site program is reviewed and approved in task 2.2 during concept design review and any changes after are an additional service.
3. Client can provide concise and timely feedback at the points identified.
4. Client agrees to promptly notify contractor if Client's schedule or budget changes. Client acknowledges that significant changes to the project construction schedule or budget, or to the project's scope may require additional services of contractor. Fees for additional work, beyond the scope of work as outlined in this agreement, will be invoiced on a time and materials basis based on a billing rate of \$110 - \$95/hr. We will notify you before performing additional services.
5. Learning Landscapes will not be responsible for parking lot layout, site fine grading, sidewalk paving in the right-of-way, underground utilities including drainage features, design of stormwater treatment structures and calculations. Excluded services are not a part of Learning Landscapes Design LLC's services and are the responsibility of others. Excluded services include, but are not limited to, the following: Arborist report, subsurface conditions; soil issues (including suitability for plant material, soil content, level of compaction); lot line location; drainage; utilities' location; security; lighting; and engineering.
6. Learning Landscapes shall render its services as expeditiously as is consistent with professional skill and care.
7. The Client acknowledges and agrees that proper project maintenance and inspection will be required after the project is complete. Without adequate maintenance and care on the part of the Owner, portions of the landscape may never function in the manner intended, or safety and risk opportunities may arise resulting in a design that does not achieve the original intent expressed by the designer to the Client. Inadequate maintenance may result in damage to property or persons. Learning Landscapes Design LLC cannot be responsible for conditions or events that result from inadequate or improper maintenance.
8. We assume the Learning Landscapes Design contract will be used for the project. If the client would like to use a different contract format we will need to have it reviewed by our legal representative. These fees for review and preparation will be in addition to the quoted project total.



Loose Parts for Your Project

Every project has different goals and budget. If the above scope feels like it misses your needs or overshoots your budget we have another option! If you don't have the budget to completely redo your play area or a strong community to help install components you can turn to loose parts play.

Loose parts are playground appropriate materials that encourage creativity, dramatic, cooperative, and STEM play. We developed these kits for settings where space, time frame, budget or issues like shared facilities limit their ability to do heavy construction. The kits inspire creative play for early childhood and elementary students.

The kits are designed to transform a simple outdoor area into a rich, engaging play environment without all the overhead costs of construction. Adding a variety of loose parts to an outdoor area creates a playground for the imagination; the ultimate testing ground for brain development and inquiry based exploration. Our kits offer exploration on a variety of scales and are irresistible to preschool and early elementary kids. The kits include:

BUILD - a large scale fort building kit

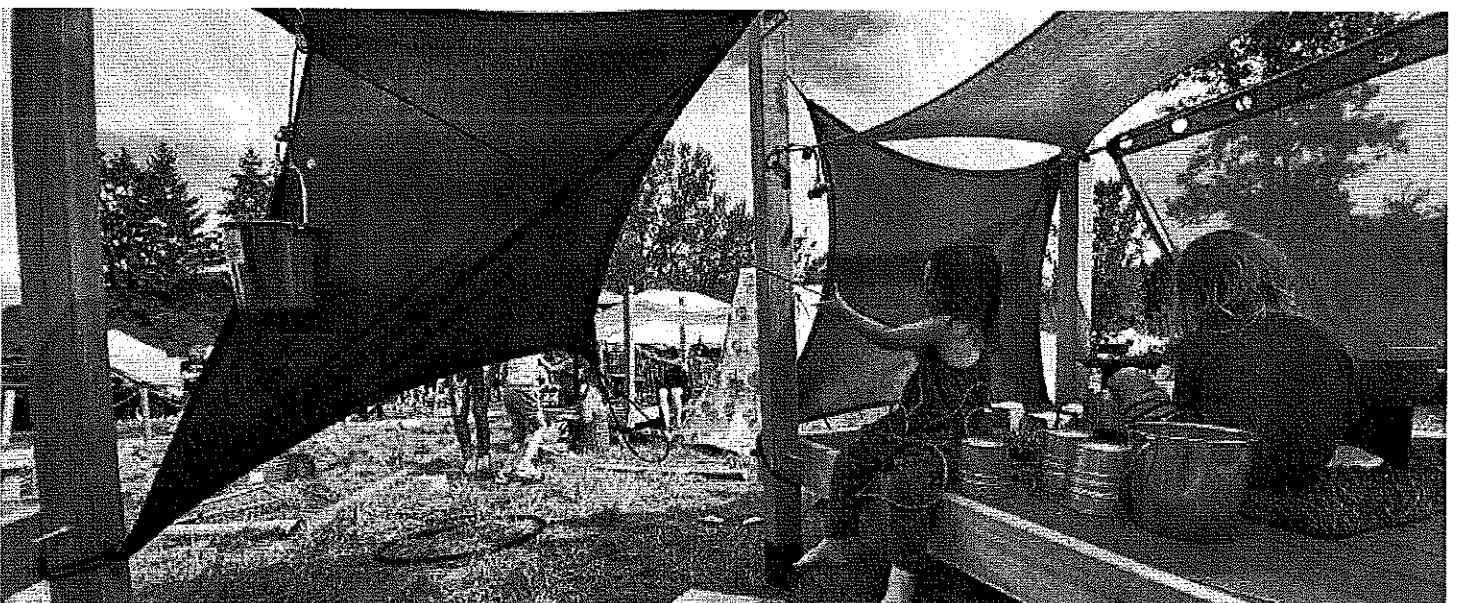
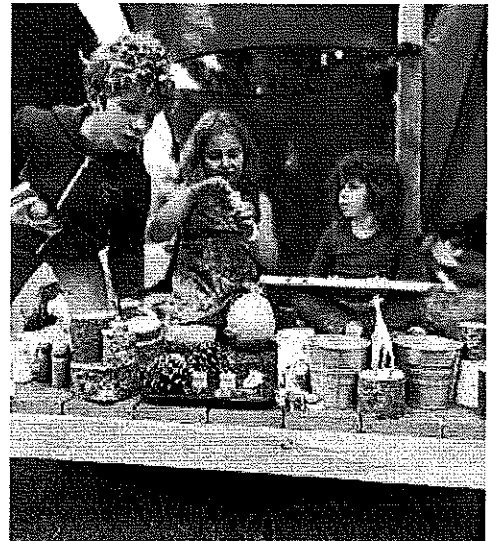
CREATE - a small parts block based kit with worlds of possibilities

FLOW - a sand and water exploration of gravity and physics

The kits vary in scale and approach from pieces that can be fully put away and cleared from a space at the end of the play session (create kit), to kits that create an entire play experience and have pieces that are permanently installed in the play-space (build kit). This is a great option if your budget is between \$4,000 and \$12,000.

If you would like to order a loose parts kit for your site, we are more than happy to chat and send you more information in the kit components, pricing, space requirements, operational techniques, storage options, and tips to share with your teachers and staff. We can support the kits with teacher training, curriculum and activity ideas and placement support.

You can find more information on the kits at www.pebbleandstick.com



Learning Landscapes Design LLC

A design firm specialized in creating inspiring spaces for learning and play



Learning Landscapes is a design and sustainability firm specializing in creating inspiring spaces for engaged learning and play. Young children learn primarily through play and tactile experience. As we get older we still remember best when multiple senses are engaged. Our designs attract the young and the young at heart by allowing them to engage with the environment through tactile manipulation, direct observation, and first-hand experience. Many clients are looking for a new way to reach their audience. Our design work is never a cookie cutter approach. We achieve relevant and successful projects by listening and observing then responding with a design that fits the site, the client needs and those of the unique end user. To optimize opportunities for wise use of resources, we use a sustainable lens on every project.

We believe it is a human right to embody joy and wonder through self-directed playful exploration. In the end, we enjoy the work we do and it shows.

Our Main Project Types

- Schools
- Early Childhood Centers
- Public Parks
- Family Destinations : Children's Museums and Zoos
- Community Focused Projects That Connect People to Place Playfully

Professional Licenses and Affiliations

- Licensed Landscape Architecture Firm
- Certified Playground Safety Inspector - National Parks and Recreation Association
- Licensed Emerging Small Business
- Licensed Woman Owned Business

Where We Work

We started with a vision to help our community. We wanted to see nature play and free play take over our schools, parks, and streets. It did not take long for others to find our firm and the specialized work that we do. We work across the US on projects that connect kids to nature and their communities.

Let us help you play to learn and learn to play.

Year Established: 2012

Services:

Landscape Architecture
Concept Design
Public Involvement
Designing with students,
Design Detailing
Construction Documents
Permitting
Bidding
Construction Administration,
Safety Review
Staff Training

Specialty:

Natural playgrounds
Universally accessible play
Designing with kids
Maintenance guidelines for
natural play areas

Certification:

Licensed LA firm in OR, KY,
KS, NJ, and TX
Certified Playground Safety
Inspectors

Registrations:

Emerging Small Business
Woman Owned Business,

Michelle Mathis

Principal and Lead Designer



Michelle Mathis is a landscape architect with over fifteen years of experience managing and designing spaces that connect young people to nature and their communities. After 5 days of biking through the mosaic of children's outdoor spaces in Berlin her path was ever changed. She started Learning Landscapes to work on projects that reach out to diverse communities in a tactile and play based way. She has a Master's Degree in Education with a focus on whole systems design for education, which she couples with her strong design sense to create spaces that are engaging and intrinsically support learning. Her most impressive skill may be her ability to truly listen and respond to client needs.

Professional Licenses and Affiliations

- Licensed Landscape Architect
- Certified Playground Safety Inspector - National Parks and Recreation Association
- Masters in Education - Focus on Sustainable Design for Education
- Founder and Member of Oregon Natural Play Initiative - Part of the Oregon Recreation and Parks Association
- Steering Committee Member - National Wildlife Federation's National Guidelines for Play and Learning
- Completed the Permaculture Design Certificate

Education

- Master's Degree in Education: Leadership for Ecology Culture and Learning, from Portland State University, Portland OR
- Bachelor of Science Degree in Landscape Architecture from The Ohio State University, Columbus OH
- Studied Studio Art at Indiana University, Bloomington IN

Awards

- Oregon 2014 ASLA Honor Award Westmoreland Park Design
- P3 Award Winner, Environmental Protection Agency Competition focusing on People, Prosperity and the Planet, 2005-2006 and 2006-2008
- Ohio State Presidents Salute to Excellence, 2002
- Landscape Architecture Faculty Award, 2000

Relevant Project Experience

- Clatskanie Elementary School Playground
- Oregon Episcopal School Elementary Playscape and STEM design course
- Sierra Expeditionary School Elementary and Middle School Playscape
- Lents Elementary School Nature Play Area
- Sabin School Nature Playscape
- Vernon School Stormwater Science Courtyard
- Buckman Elementary School Green Campus Plan
- Grant Watts Learning Garden
- Bridlemile School Experimental Farm
- Franciscan Earth Montessori School Earth History Path
- Holy Cross School Playscape and STEM design course
- Pacific Crest School Site Plan
- Opal School Playscape
- Childsview Montessori Playscape
- Opal School Playscape
- Montessori de Terra Linda Primary Natural Play Yard
- Portland Public School Guidelines - Development for Sustainable Sites
- Lewis Elementary School Log Climber
- Colegio de Maya International School of Guatemala
- Five Acres Academy Playscape
- Summa Academy Learning Grounds
- Portland Parks and Recreation Urban Forestry - Tree's and Education School Planting Plan

Kerry White

Project Manager/ Landscape Architect

Learning Landscapes Design LLC



Kerry White is a landscape architect with ten years of experience designing a wide range of projects throughout Oregon and Idaho. She has managed small and large scale projects from concept to construction documentation and implementation. She has years of experience designing, detailing, and coordinating eco-roofs, stormwater facilities, on-structure sites in the urban environment, and playscapes. Her focus is on urban design, playground design, and site planning projects that promote education and encourage a healthy lifestyle.

Kerry grew up in central Illinois and Wisconsin. Her interest in nature play design evolved from her own childhood environment, where she was surrounded by nature from a very young age. She has a Bachelor of Landscape Architecture from the University of Wisconsin - Madison, where she found her true passion for play-scape design while volunteering in playground construction and early education design workshops.

Kerry has been highly involved in the design community through her past volunteer work as an ACE Mentor. She enjoys exploring the outdoors, running, biking, swimming, and educating her children about the importance of our connection with nature - through play and exposure to the outdoors.

Professional Licenses Past Work Experiences

- American Society of Landscape Architects (2004-Present)
- Licensed Landscape Architect (OR and ID)
- Certified Playground Safety Inspector

Education

- Bachelor of Landscape Architecture, University of Wisconsin - Madison

Community Involvement and Interests

- ACE Mentor, Team Captain (2014- 2017)
- Grant High School Career Day Presenter (2015)
- Guest lecturer to the Art Institute of Portland's Green Design Program (2014-2016)
- U of O A&AA Career Symposium and Portfolio Review (2012-2016)

Relevant Project Experience

- Oregon Episcopal School Elementary Playscape and STEM design course
- Holy Cross School Playscape and STEM design course
- Pacific Crest Community School Site Mater Plan
- Vernon School Stormwater Science Courtyard
- Sierra Expeditionary School Elementary and Middle School Playscape - Truckee, CA
- The International School Pre-School Play Area
- Montessori of Alameda School Play Structure Upgrades
- Buckman Elementary School Green Campus Plan
- Lent Elementary School Nature Play Area
- Rieke Elementary School Site Plan
- Carpe Diem Pre-School - Pflugerville, TX
- Montclair Community Pre-K - Montclair, NJ
- The Children's Garden Play Area - Portland, OR
- ESD 113 Sound to Harbor Early Learning Programs Pre-school Playscapes - Rainier and Elma, WA Sites
- Community Action Head Start Playscape Remodels- Hillsboro, Beaverton and Coffee Creek Sites

Lewis Elementary School Forest Climber

Portland, Oregon

Relevant Project Experience

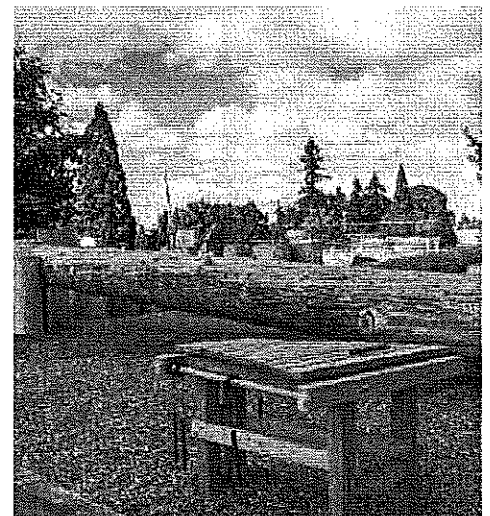
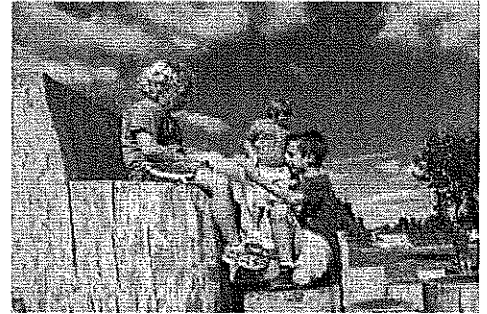
Lewis Elementary School wanted to update some outdated and empty play spaces on their playground. After considering a wide range of options the community settled on a natural log climber. We worked closely with Portland Public School District and PTA leaders to coordinate their requirements and removal of existing equipment. Over two dozen logs were cut, treated and set for the climbing course. The fun and exciting arrangement challenges even older elementary students, rounding out the playground offerings. The climber encourages physical and social play during recess and weekends for the community. A small 'log clock' provides a place for students to practice time telling and quietly gather. Two large group instruments add sensory elements and a fun background tone to the play area.

Construction Cost - \$55,000

Date of Completion – 2016 fall

Services Provided – Landscape Architectural Concept Design, Cost Estimating, Permit Research, Construction Documents, Construction Assistance

Reference - Amy Columbo



Elma Head Start Playground

Elma, WA

Relevant Project Experience

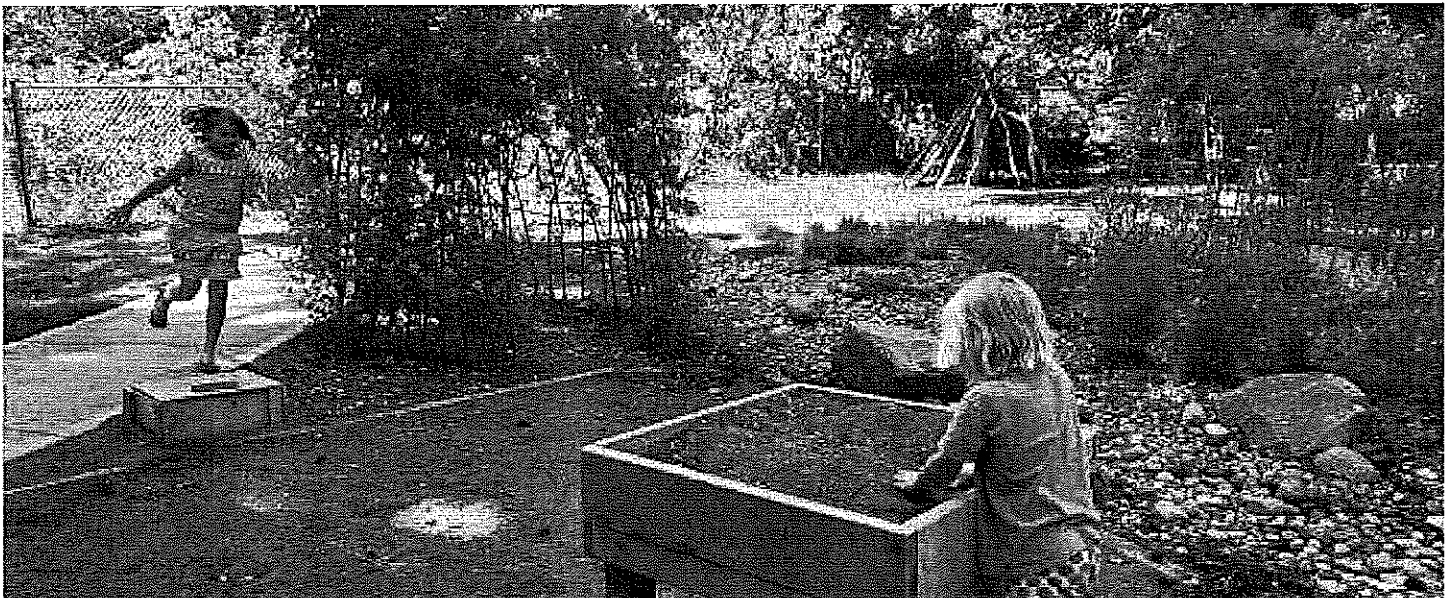
Sound to Harbor Head Start preschool for limited income families is uniquely located in Elma, WA just south of the Olympic National Forest. It is naturally rich with diverse flora and fauna. Learning Landscapes was brought in because the teachers and staff wanted to provide a safe and unique place for the children to play and explore the natural elements, no matter how much rain is in the forecast! Their new playscape weaves natural materials, imaginative components, and sensory experiences to create a rich and dynamic play experience. Log balancing beams and bridges, a boulder scramble up the hill side, and a quiet stone animal den compose the climbing area. Tucked under a large tree, the imaginative area sets the scene for endless hours of make-believe in the bird's nest, stage, and fort building area. A trike track connects these areas as it traverses over a bridge and under willow tunnels. A nature lab, sand table, and sensory fence further enhance the learning experience and allow kids to become more in tune with the natural elements.

Construction Cost - \$110,000

Date of Completion - 2018

Services Provided - Landscape Architectural Concept Design, Cost Estimating, Construction Documents and Construction Assistance

Reference - Kerry Sanders Center Director/Ed & Disabilities Lead, 360.482.3201



Sierra Expeditionary Learning School

Truckee, CA

Relevant Project Experience

Sierra Expeditionary Learning School (SELS) is a K-8 public charter within the Tahoe Truckee Unified School District. Their existing site had developed in stages. The spaces between their module classroom buildings served as hallways, cafeteria, gym, and gathering spaces. While their project based educational philosophy takes students to many exciting destinations around the region, their schoolyard left students with little to do. The school houses elementary and middle school students and needed to offer a wide range of activities. The extreme weather and complicated drainage added an extra level of consideration to the design. Learning Landscapes created a concept plan and construction documents for elementary and middle school outdoor gathering and play areas. The resulting design included an outdoor classroom, amphitheater and stage, climbing boulders and logs in many configurations, bridges, a seasonal creek bed, loose parts play, a gaga pit, spaces for gathering and eating, and a parkour course. The students are proud to call this their campus. It clearly reflects the culture and vision of the school and provides many varied opportunities for play and learning.

Construction Cost - \$200,000

Date of Completion – 2017 fall

Services Provided – Landscape Architectural Concept Design, Cost Estimating, Phasing, Permitting, Construction Documents, Construction Assistance

Reference David Manahan, Director 530-582-3701

