



Site Curators
Landscape Design

KaN Landscape Design

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April 7th, 2023,

**PROPOSAL
Shandaken Play!**

To:

Trustees

Shandaken NY

Project Understanding

The town of Shandaken owns three playgrounds: Big Indian, Smith Park, Glenbrook Park and rents one playground: Phoenicia's Parish Field

Our scope of Design Work shall integrate the following components.

Each playground could have its own theme or could include some or all of the elements below:

- 1. Integrated Naturalistic Playground**
 - Maker playground
 - Adventure playground
 - Edible playground
 - Active play & Fitness
 - Parkour
 - Nature playground

- 2. Educational**
 - Beehive, Pollinators Garden
 - Edible play garden, Orchards, permaculture
 - Understanding local Ecology
 - Discovering local History
 - Outdoor classroom

- 3. Connection/Circulation:**
 - Improve existing access (vehicular/pedestrian)
 - Gates/Fences (with native planting)
 - Wayfinding
 - ADA accessibility/play equipment ADA accessible

- 4. List of grants and support to help apply for funding.**

The following is a preliminary phased schedule and scope of work which might be subject to revisions. We understand that we will be working with Autumn Brookmire, as the liaison with the town and facilitator with the community/organization and communication.

Phase I

Schematic Design for Playground #1 (decided by Shandaken)

Tasks and Deliverables:

- **Conduct site analysis. Identify local ecology, and physical attributes of the site. Gather existing surveys or maps.**
 - **Review existing structures for code compliance and safety.**
 - **Establish inventory already purchased play equipment.**
 - **Survey to engage with the community about the playgrounds (in collaboration with Autumn for sharing and reporting).**
 - **Schematic Design of master plan including some of the elements as per project understanding and community vision.**
 - **Attend 1 charette with Shandaken community and neighbor organizations (Event organized by Shandaken/Autumn).**
 - **Identify overall scope of work.**
 - **Provide 2 to 3 design options.**
 - **Supervised External consultant – Playground Inspector not included in KaN fee (Estimated fee for travel (\$200), 4 sites assessment (\$795) and optional 4 written reports (\$250x4= \$1,000)**
- A. Meet with Client to establish program requirements, priorities, budget, timeline, design intentions.
- B. Draft base plan based on provided documentation, in absence of existing survey of the site, please provide dimensions of the site, survey is preferred for accuracy and liability. We can refer surveyors for this task. We will not be responsible for any discrepancy in the absence of a survey.
- C. Provide 3 coordination meetings.
- D. Presentation of Schematic Designs for approval.
- E. Make any changes necessary to design for final approval.

Phase II

Design Development for Playground #1

Tasks and Deliverables:

- **Develop approved playground design to begin defining detailed and quantifiable elements.**
 - **Prioritizing and phasing of areas and elements within time frame and budget**
 - **Begin Identifying potential partners, material sources, construction teams.**
 - **Establish preliminary estimation.**
- A. Based on approved Schematic Design and any necessary changes develop layout plans and details describing materials for all play elements. This shall include but not be limited to; layout, custom items and purchased furniture.
- B. Provide 3 coordination meetings.
- C. Begin to establish an overall budget and scope of work.
- D. Provide Drawings in sufficient details to obtain cost estimates for construction, Costs to remain within budget.
- E. Communicate with manufacturers and contractors to select materials, determine methods and timing of operation.
- F. Presentation of Design Development to the community.
- G. Communicate and coordinate with Client as necessary through the process for approvals.

Phase III

Construction Documents for Playground #1

Tasks and Deliverables:

- **Provide construction drawings for design implementation. Drawings shall be in sufficient detail for the project to be constructed according to design intention.**
- **Completed budget for the project completion.**

- A. Meet with Client and obtain approvals, review with client all construction drawings.
- B. Provide Construction Drawings, specifications, and vendors/sources for play equipment elements.
- C. Communicate with contractors/consultants and evaluate shop drawings.
- D. Prepare and send final drawings to contractors.
- E. Evaluate estimates, shop drawings, approve materials, and finalize methods of operation.
- F. Continue to meet with client, contractors, and consultants in order to coordinate timing of deliveries and installations with construction schedule.

Phase IV

Construction Administration for Playground #1

- A. Visit the site at all crucial intervals during layout, construction and installation to check if the work is proceeding in accordance with final plans. There are always important decisions to be made at these times.
- B. Review bills from Contractors, evaluating payments based on site inspections.
- C. Conduct walk-through for punch lists and follow-through with client and contractors.

Client Responsibility

The client shall be responsible to:

- A. Provide all applicable surveys, most recent drawings, and data as needed.
- B. Provide copies of communication pertaining to project and/or owner’s requirements.
- C. Pay for agreed upon services by any outside consultant.

Payment Terms for Year 1

Phase I	Schematic Design 1 Park Shandaken Play	\$ 8,500
Phase II	Design Development 1 Park Shandaken Play	\$ 9,500

Develop Design and Establish overall budgets for all elements, establish phasing and prioritizing of elements according to budget)

Phase III	Construction Documents	TBD Hourly rate will apply.
Phase IV	Construction Administration	TBD Hourly rate will apply.

Progress payment will be requested monthly until completion of the phase.

Additional Services

The following services are not included in the Scope of Work of this agreement and not included in the basic fee: If requested by client, KaN.Inc. Will perform additional services at standard hourly rates below:

- 1. Providing services required to project changes including, but not limited to; changes in scope of design, size, complexity, owners’ schedule, or the nature of construction.
- 2. Obtaining any approvals or permits that may be necessary.
- 3. Revision for work, which has already been completed and approved.
- 4. Providing promotional presentation materials.

Creation/design of communal space and community survey

Flexible space/seating for large gatherings and Fundraising, Fairs, Farmers markets, Summer Camps...
 Stage setting for various events; music, movie projection...
 Integrate intergenerational activities.

Schedule of standard hourly rates

Project Manager	\$120/hour
Draft Person	\$60/hour
Administrative	\$40/hour

Reimbursable expenses are in addition to and excluded from the above fees:

Additional presentations other than those mentioned above with the client, obtaining any approvals or permits that may be necessary, blueprints, photography, scans, material samples, messenger, express mail, travel, fax, phone, and postage

Agreement

1. If any portion of the project is deleted, altered, or otherwise not constructed, compensation for such portions of the project shall be payable to the extent that services were performed.
2. We reserve the right to obtain photographs at any point of project for our records, website, or publications.
3. We will respect and maintain client privacy upon request.
4. We will receive credit in any future publications, press releases, or internet postings by client.
5. Either party upon 15 days' written notice, sent certified mail, may terminate this Agreement return receipt requested to the other party at the address set forth in this agreement, should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
6. In the event of termination not the fault of the Landscape Design Studio, the Landscape Design Studio shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. All sums paid on signing the Agreement are non-refundable.
7. In the event that the Owner permanently abandons the Project for more than 90 consecutive days, the Landscape Design Studio may terminate this Agreement by giving written notice.
8. Failure of the Owner to make payments to the Landscape Design Studio in accordance with this Agreement shall be considered substantial non-performance and cause for termination. The Landscape Design Studio shall have no liability because of such termination or suspension of services due to nonpayment.
9. KaN Landscape Design Inc. will be held harmless in case of any liability claims.
10. All disputes will be submitted to non-binding arbitration before filing a suit. Any Suit shall be filed in the State of New York. Should either party commence arbitration proceeding pursuant to this agreement, and/or commence a lawsuit, the losing party shall pay to the prevailing party all legal fees incurred by the prevailing party including all expenses of the arbitration and court litigation.
11. All arbitration claims shall first be preceded by a notice of claim within 30 days after the alleged claim arise in order to afford the parties an opportunity to resolve the matter.
12. If the above proposal meets with your approval, kindly sign and return this letter of agreement. We look forward to the opportunity of working with you.

DATE:04/07/2023

KaN Landscape Design, Inc.
SIGNATURE

CLIENT NAME & SIGNATURE



Please call us should you have any questions or comments. If the above proposal meets your approval, kindly sign and return this letter of agreement including a retainer of \$4,000. We look forward to the opportunity of working with you.

Sincerely,
KaN Landscape Design