

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: March 18, 2026

SUBJECT: Construction Administration Proposal – Ecusta Trail Amenities

PRESENTER: Christopher Todd, Assistant County Manager

ATTACHMENTS: Construction Administration Proposal

SUMMARY OF REQUEST:

On October 29th, 2025, staff released a Request for Qualifications for a consultant to assist staff in the Construction Administration of the Ecusta Trail Amenities Package. On Thursday, November 13th, 2025, staff received one proposal from Watermark Landscape Architecture. On December 1, 2025, the Henderson County Board of Commissioners approved the selection of Watermark Landscape Architecture for the Construction Administration of the Ecusta Trail Amenities Package and directed staff to negotiate an agreement. Attached is that agreement.

BOARD ACTION REQUESTED:

The Board is requested to approve the proposal from Watermark Landscape Architecture for Professional Design Services for the Ecusta Trail Amenities Package for the Henderson County East section of trail.

Suggested Motion:

I move that the Board approve the proposal from Watermark Landscape Architecture for Professional Design Services for the Ecusta Trail Amenities Package.

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February 4, 2026

Christopher Todd, Asst. County Manager
Henderson County
100 N. King St.
Hendersonville, NC 28792

Chris:

Please find our proposal attached regarding professional design services for Ecusta Trail amenities plan revisions, cost estimation and bidding, and construction observation and oversight.

We sincerely appreciate this opportunity and look forward to the possibility of working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "Hunter Marks". The signature is written in a cursive style and is positioned above a horizontal line.

Hunter Marks

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PROPOSAL FOR PROFESSIONAL DESIGN SERVICES

Ecusta Trail Amenities: Henderson County East

Henderson County, North Carolina

Submitted February 4, 2026

Submitted to:

Christopher Todd, Asst. County Manager
Henderson County
100 N. King St.
Hendersonville, NC 28792
(Referred to herein as Client)

Submitted by:

Watermark Landscape Architecture
Hunter Marks, RLA, ASLA, LEED AP
513 North Justice Street, Suite C
Hendersonville, North Carolina 28739
(Referred to herein as WLA)

SCOPE OF SERVICES

WLA proposes to provide the following services:

1. **RTAC Meetings:** WLA representative will attend RTAC meetings on an as needed basis to provide updates regarding the project. WLA will also attend other meetings with the Client as may be needed.
2. **Data Collection/Inventory & Analysis:** WLA will conduct an initial site visit to review and document as-built conditions of the trail. Following the initial site visit, WLA will conduct site visits on an as needed basis, and compile and review Client supplied, consultant supplied, and publicly accessible information.

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3. Ecusta Trail Amenities Plan Revisions:

- a. WLA will revise the existing set of plans to reflect project updates and changes made since the completion of WLA's previous scope of work on the final amenity design package dated 04/16/2025. Plan revisions will include
 - i. Editing plans to reflect as-built conditions
 - ii. Removing all previously proposed parking areas and their grading plans
 - iii. Adding the locations and descriptions of trail etiquette signs
 - iv. Recommended guidelines for the placement of Leisure Craft and Equinox designed benches

Based upon the above, and upon approval from the Client, WLA will prepare a final deliverable package that will include a map of proposed amenities, 100% construction drawings for amenities, and landscape screening/buffer plans.

4. Cost Estimate & Bidding: Based on the final Ecusta Trail Amenities plans, WLA will prepare an updated Opinion of Probable Construction Cost (OPCC) for the Client. WLA will identify contractors, produce and distribute contract-tailored bid packages, consult with contractors, and produce and submit a final bid tabulation for the Client to review.
5. Construction Observation & Oversight: WLA will hold pre-construction meetings with the selected contractors to discuss scopes, timelines, and answer initial questions. Once construction begins, WLA will conduct site visits on an as needed basis and maintain open communication with contractors.
6. Additional Services: WLA will provide additional services as may be requested by the Client on an hourly basis or a mutually agreed upon lump sum. These may include, but are not limited to: additional amenities, additional graphics, additional research, permitting, etc.

SCHEDULE

WLA will begin work upon acceptance of this agreement unless otherwise specified and will work to meet all reasonable schedules established by the Client. Scheduling is based on WLA receiving information from others and/or from review sessions in a timely manner.

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COMPENSATION FOR PROFESSIONAL SERVICES

The estimated cost for services defined in this agreement shall be as follows:

1. RTAC Meetings	\$2,000
2. Data Collection/Inventory & Analysis	\$5,700
3. Ecusta Trail Amenities Plan Revisions	\$20,300
4. Cost Estimate & Bidding	\$19,600
5. Construction Observation & Oversight	\$26,800
6. Additional Services	+ Hourly
Total:	\$74,400

Cost of services indicated above does not include additional work beyond the Scope of Services or the cost of reimbursable expenses as identified in this agreement. Payment shall be made monthly, due upon receipt of invoice, for all work completed to date. In the event payment is not made according to the terms herein set forth, WLA at its option may stop work until payment is received and not be in default under the terms and conditions of this Agreement.

WLA provides professional services on an hourly basis, determined by the amount of time spent on a project. WLA does not invoice based on deliverables. The amounts shown above are estimates based on our understanding of tasks described in the project scope, and our experience with similar projects. If it becomes apparent that actual time spent on a project may exceed the estimated cost, WLA will contact the Client to review the scope and costs to date and discuss how the Client may wish to proceed.

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CLIENT'S RESPONSIBILITIES AND GENERAL CONDITIONS

- The Client shall provide WLA with property surveys, other site information, marketing information, building plans, programs, budget, or other information as may be required to complete the work, or shall agree to reimburse WLA for the cost of obtaining the information required.
- The Client shall hold WLA harmless for conditions arising from information supplied by others not under the direct control of WLA.
- The Client shall identify and designate one individual as the primary point of contact for project communication, reviews, approvals, etc.
- The Client shall identify any special definitions or conditions required for invoicing for services rendered.
- The scope of work will be performed by Watermark Landscape Architecture PLLC. WLA will perform those services, which at its discretion, are reasonably necessary for the reasonable and prompt fulfillment of its obligations.
- Services performed by WLA under this agreement will be conducted in a manner consistent with the degree of skill and diligence normally employed by members of our profession performing the same or similar services.
- The Client may terminate this agreement for convenience upon ten (10) business days written notice to WLA. Where the Client terminates this agreement for convenience, the Client shall pay WLA an equitable amount proportional to the services rendered by WLA under the agreement, up to the date of termination, plus reasonable termination costs.
- WLA carries professional, general liability, and workman's compensation insurance. WLA will furnish appropriate insurance certificates upon request. The Client understands and agrees that the total liability of WLA for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorneys' fees and legal expenses, arising out of or in any way related to the project from any cause or causes shall not exceed the total amount recoverable from such insurance.

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CONTRACT ACCEPTANCE

This proposal shall be valid for thirty (30) days. Upon acceptance it shall become a formal agreement between the Client and Watermark Landscape Architecture. This proposal may be amended by attachment thereto upon acceptance by both parties. If this proposal is satisfactory, please sign and return. WLA will provide the Client a fully completed copy for your file.

HOURLY RATES

Principal/Senior L.A. \$200/hour
Project Manager \$135/hour
Designer/Drafter \$100/hour

REIMBURSIBLE EXPENSES (Cost X 1.35)

Mileage (Charged portal to portal) - \$0.65 per mile
Printing, photography & reproductions
Postage & delivery fees
Permits & fees
Client directed expenses
Outside consultants

Signature and Date:

Signature and Date:

Christopher Todd, Asst. County Manager
Henderson County

Hunter Marks, RLA, ASLA, LEED AP
Watermark Landscape Architecture

7. **Submitted February 4, 2026**