

December 7, 2023

Michael Kerski, Community Development Director
City of Shakopee
485 Gorman St.
Shakopee, MN 55379
mkerski@shakopeemn.gov

**RE: Jackson Commons Park Expansion
Professional Services Agreement**

Mr. Kerski:

We are pleased to submit this professional services agreement for Landscape Architectural Services as provided herein between City of Shakopee (*Client*) and Confluence (*Landscape Architect*). Please return one copy of the executed agreement to Confluence. We are looking forward to working on your project!

Project

The City of Shakopee is planning for additional park space associated with new residential developments on the west side of town. The implementation of the park space will connect to the existing Jackson Township Park and will primarily consist of trails with bench seating, selective usable turf lawn areas, sledding hill environment, a playground, hammock groves, bike skills area, park plaza and shelter environment, drinking fountain, and all within a native Oak savannah restoration effort – both upland and potentially wetland developed in the concept plan with the city. The parking lot size and desired connection to the trail underpass will be vetted and ultimately determined with the city. This proposed scope is to provide a Preliminary Design / Mass grading package in conjunction with the native restoration plan, a final Construction documentation design package for the remainder of the park improvements. The project will utilize Kraus Anderson Construction (KA) as a Construction Manager. Confluence will coordinate and meet with KA as necessary to complete the project on time and budget. KA will provide all cost opinion/ estimates and materials.

Exhibit “A”: Client’s Program

The City of Shakopee is planning for additional park space associated with new residential developments. The implementation of the park space will connect to an existing Jackson Township Park and will primarily consist of trails with bench seating, selective usable turf lawn areas, sledding hill environment, a playground, hammock groves, bike skills area, park plaza and shelter environment, drinking fountain, and all within a native Oak savannah restoration effort – both upland and potentially wetland developed in the concept plan with the city. The parking lot size and desired connection to the trail underpass will be vetted and ultimately determined with the city. This proposed scope is to provide a Preliminary Design / Mass grading package in conjunction with the native restoration plan, a final Construction documentation design package for the remainder of the park improvements.

Specific elements to be included in the design will be guided by staff review and any additional public outreach completed by city staff with Confluence assistance.

Total construction budget is estimated at \$3,000,000.00

End of Exhibit “A”

Exhibit “B”: Scope of Services and Supplemental Services

1.1. Scope of Services

- 1.1.1. Project Management, Coordination, Due Diligence, and Site Analysis Phase. Project management and coordination is a key component to monitor project budget, scope, and schedule and coordinate with the City. In order to identify the physical attributes and limitations of the site relative to the Program, the Landscape Architect shall:
- (a.) Identify existing site conditions and features such as topography, drainage patterns, vegetation, including significant specimen plants water elements, structures, views, and known off-site considerations relevant to the Client’s Program.
 - (b.) Site visit to confirm general locations of site features and available utilities.
 - (c.) Analyze existing site conditions to identify physical attributes and limitations of Project site.
 - (d.) Review applicable Governmental requirements including zoning, ordinances, and permit requirements, known special restrictions, and zoning conditions.
 - (e.) Advise Client of tests and surveys, such as soils analysis, topographic survey, Utility survey, and/or property boundary survey, that may be required.
 - (i.) Public Engagement material assistance
 - a. Graphic / Board needs for public engagement presentation and/or website formats
 - b. Attend (1) public engagement meeting or open house.,
 - (j.) Project Management and Coordination Services
 - a. Internal and external team management
 - b. Coordination with KA
 - c. Schedule and budget management
 - d. Deliverables management
 - e. Integration of the Westwood team with Confluence, and City
 - f. QA/QC review of deliverable
 - (k.) Attendance at the following meetings/hearings (*check all that apply*):
 - (i) ☒ Kick-off design meeting
 - (ii) ☐ Jurisdictional review/approval hearing
 - (l.) Submit findings in the form of the following deliverables to the Client (*check all that apply*):
 - (i) ☒ Letter or memo summarizing findings and regular project updates
 - (ii) ☒ Plan view drawing summarizing the physical attributes and limitations
 - (iii) ☐ Summary description of applicable governmental requirements
 - (iv) ☒ Summary description of needed tests and surveys

1.1.2. Preliminary Design / Mass Grading Phase. Based on the Site Analysis Phase and previous Master Plan design, the Landscape Architect shall explore design options and develop a Preliminary Design / Mass Grading Bid package through the following:

- (a.) Develop drawings further defining design concept sizes, form, and configuration of the Program elements on the site.
- (b.) Preliminarily select key materials or material systems and prepare preliminary designs for key construction details.
- (c.) Submit the plan(s), details, and other deliverables as appropriate comprising the Preliminary / Mass Grading design submittal to the Client for review and approval.
- (d.) Mass Grading design plans will be limited to the following design sheets for review:
 - (i) Site layout plan
 - (ii) Utility Plan and Specifications
 - (iii) Trail plan & profiles
 - (iv) Landscape Restoration plan and details
 - (v) Mass Grading and Erosion Control Plan & Specifications
 - (vi) Irrigation Strategy Plan
 - (vii) Park Program Elements (general layout understanding)
- (e.) Other Anticipated Deliverables:
 - (i) NPDES-SWPP Plan (1 Submittal)
 - (ii) Regional hydraulic / Storm Water report detailing findings of analysis and basis for Final Design.

1.1.3. Final Design Phase. Based on the Design Development phase submission approved by the Client, the Landscape Architect shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- (a.) Prepare Final Design Plans for 60%, 90%, and 100% submittals. Drawings will follow City CADD Standards, procurement documents will follow City Standards, and technical standards will follow applicable, City, CEAM, and MnDOT Standards. Anticipated drawing sheets include:
 - (i) Site preparation/demolition plan
 - (ii) Layout plan(s)
 - (iii) Grading and drainage plan
 - (iv) Furnishings & amenities plan
 - (v) Trail / Parking lot plan & profiles
 - (vi) Erosion control
 - (vii) Utility / Street Construction Plans
 - (viii) Water (drinking fountain) plan
 - (ix) Planting and Landscape Restoration plan
 - (x) Site Details & Specifications
- (b.) Prepare construction details to describe the materials, spatial relationships, connections, and finished suitable for constructing the proposed improvements.
- (c.) Prepare construction specifications for the proposed improvements.

- (d.) Coordinate the drawings and specifications prepared by the Landscape Architect's consultants, when appropriate, the Client's other consultants (playground supplier), and private utility coordination meeting.
 - a. Consultant will provide meeting minutes from the Utility Coordination meeting and update the plans per comments for the utility companies.
- (e.) Provide cost alignment changes as needed based on Construction Manager cost opinions.
- (f.) Prepare documents suitable for review for compliance with applicable governmental requirements and assist the Client in the submission to governmental agencies.
 - a. Permitting through the City and the local Watershed District will be completed as needed. It is anticipated a grading and stormwater permits are needed. A stormwater management plan will be prepared in accordance with the standards.
- (g.) Address timely and applicable review comments received from the Owner and revise Construction Documents for compliance when required.
 - a. Furnish for review by Owner electronic copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents and any other Final Design Phase deliverables and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions. Consultants will provide final Drawings and Opinion of Probable Construction Costs for improvements at the 60%, 90% and 100% stages of design.
 - i. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents, and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner.
 - b. Consultant's services under the Final Design Phase will be considered complete on the date when Consultant has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents and any other Final Design Phase deliverables.
- (h.) After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
- (i.) Submit one electronic pdf set of the Construction Documents. Printed copies will be Reimbursable Expense as provided in Article 4.
- (f.) Attendance at the following meetings/hearings (*check all that apply*):
 - (i) ☐ Public coordination & design review meeting
 - (ii) ☐ Jurisdictional review/approval hearing

1.1.4. Bidding & Contract Negotiation Phase. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, the Consultant shall assist the City with Bidding the overall project to one prime bidder. The Landscape Architect shall:

- (a.) Assist Owner in coordinating the schedule for bid advertising, addenda, bid opening and the following bid process tasks:
 - (i) ☐ Pre-bid qualification process
 - (ii) ☒ Pre-bid conference
- (b.) Prepare and organize bid solicitation and proposal forms consistent with Client's requirements.
 - (i) Consult with Owner as to the qualifications of prospective contractors.
 - (ii) Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - (iii) If the issued documents require, the Consultant shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.
 - (iv) Attend the bid opening (if desired), prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 - (v) The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.
- (c.) Deliverables:
 - a. Addenda as needed.
 - b. Provide clarification to the Construction Documents as reasonably required.
- (d.) Assumptions:
 - a. KA will coordinate bidding process and award.
 - b. No more than three (3) addenda will be needed for the project.
 - c. No more than (2) Bid packages assumed

1.1.5. Construction Contract Administration Services. The Landscape Architect shall provide the following administration Services associated with the construction of the Project as Supplemental Services. When requested, the Landscape Architect / consultant(s) shall:

- (a.) Prepare Client initiated Change orders.

- (b.) On behalf of the Client, revise and forward to the Client written guarantees, warranties, release of liens, and related documents required from the contractor.
- (c.) Provide construction staking / surveying services as described in **Westwood's Proposal**.
- (d.) Review and comment / verify the Contractor's marked-up "As-built" Drawings.
- (e.) Determine consent of surety if any, to issuance of final certificate of payment.
- (f.) Provide observations of work and/or warranty items at appropriate times.

1.2. Supplemental Services

1.2.1. Design Phase Supplemental Services. Unless otherwise agreed to, the following are Supplemental Services:

- (a.) Scale models.
- (b.) 3D video flythrough of the Project
- (c.) Jurisdictional & Permitting Services beyond those listed described in Section 1.1.
- (d.) Life cycle costs.
- (e.) Long-distance travel to inspect materials and equipment of potential suppliers.
- (f.) Expert witness testimony.
- (g.) Attendance at litigation or arbitration proceedings when the Landscape Architect is not a party.

1.2.2. Post-Construction Services. The following post-construction Services shall be considered Supplemental Services. When requested by the Client, the Landscape Architect shall:

- (a.) Perform post-construction evaluation of functional and operational performance of the Project.

1.3 Ownership of Documents

- 3.1 The Landscape Architect shall be deemed the author and owner of all document's deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for to the construction of the Project and for information and reference with respect to the use of the Project.

Article 4: Compensation

- 4.1 Compensation for the Scope of Services performed under this agreement shall be the [Stipulated Sum of \$255,750.00] plus reimbursable expenses and applicable taxes.

<u>Project Coordination / Due Diligence</u>	<u>\$45,750.00</u>
Confluence:	\$29,250.00
Westwood:	\$16,500.00
 <u>Preliminary Design / Mass Grading</u>	 <u>\$52,750.00</u>
Confluence:	\$30,500.00
Westwood:	\$22,250.00
 <u>Final Design / CD's</u>	 <u>\$101,250.00</u>
Confluence:	\$65,250.00
Westwood:	\$36,000.00
 <u>Bidding & Contract Negotiation Phase</u>	 <u>\$11,750.00</u>
Confluence:	\$7,250.00
Westwood:	\$4,500.00
 <u>Construction Admin / Observation / Closeout</u>	 <u>\$44,250.00</u>
Confluence:	\$16,750.00
Westwood:	\$27,500.00
 Base Design Service Total	
Confluence:	\$149,000.00
Westwood:	\$106,750.00
Total:	\$255,750.00

- 4.2 Reimbursable Expenses are expenditures made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 15%. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents,

postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar, direct Project related expenditures. See Exhibit A for Confluence standard Reimbursable Expenses.

- 4.3 Supplemental Services, when requested in writing by the Client, shall require additional compensation to be determined on an hourly basis or based on a negotiated fee. See "Exhibit C" for Confluence standard hourly rates.
- 4.4 Monthly payments to the Landscape Architect shall be based on (1) the percentage of Scope of Services completed and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
- 4.5 Payments are due and payable 45 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 60 days after the invoice date shall be determined overdue and shall accrue 1.5% simple interest per month. At the Landscape Architect's option, overdue payments may be grounds for termination or suspension of services. In the event any portion or all of an account remains unpaid 120 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

End of Exhibit "B"

Exhibit “C”: Landscape Architect’s Standard Hourly Rates & Reimbursable Expenses

STANDARD HOURLY RATES

Senior Principal	\$175.00 - \$255.00 per hour
Principal	\$160.00 - \$220.00 per hour
Associate Principal	\$140.00 - \$190.00 per hour
Associate	\$115.00 - \$175.00 per hour
Senior Project Manager	\$105.00 - \$155.00 per hour
Project Manager	\$95.00 - \$135.00 per hour
Senior Landscape Architect	\$95.00 - \$175.00 per hour
Landscape Architect	\$85.00 - \$125.00 per hour
Senior Project Planner	\$95.00 - \$135.00 per hour
Planner II	\$85.00 - \$125.00 per hour
Planner I.....	\$75.00 - \$115.00 per hour
Landscape Architect-In-Training / Landscape Designer.....	\$75.00 - \$115.00 per hour
Landscape Architect Intern / Landscape Designer	\$65.00 - \$90.00 per hour
Draftsperson	\$55.00 - \$90.00 per hour
Graphic Designer	\$75.00 - \$105.00 per hour
Clerical / System Staff	\$75.00 - \$125.00 per hour

REIMBURSABLE EXPENSES

Social Pinpoint Public Engagement Tool	\$1,500.00
Filing Fees	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging	1.15 x cost
Mileage	\$.655 per mile
Postage	1.15 x cost
Printing by Vendor	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$.10 each
B/W Photocopies/Prints 11x17.....	\$.20 each
Color Photocopies/Prints 8½ x 11	\$.75 each
Color Photocopies/Prints 11x17.....	\$1.50 each
Large Format Plotting – Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Flash Drives.....	\$10.00 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Electronic Files	\$50.00 Each
Online Meeting Service.....	\$35.00 Each

Effective 1/1/2023

End of Exhibit “C”

Exhibit “D”: Schedule of Services

The Landscape Architect shall begin providing Landscape Architectural Services on the Project promptly upon written notice to proceed and shall perform its Services as expeditiously as is consistent with the standard of care described in section 1 of the Agreement. All time frames are subject to the Client’s cooperation in accordance with the provisions in sections 1 and 2.

Service:	Anticipated Completion Date:
Project Management / Coordination	Ongoing
Preliminary Design / Mass Grading	February 2024
Final Design / CD’s	June 2024
Bidding & Contract Negotiation Phase	July 2024
Construction Administration Services	March 2024 - Completion

End of Exhibit “D”