

January 13, 2023

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

**RE: Schroeder House and Grounds Improvements, 23010
Professional Services Proposal**

Mr. Kerski:

We are pleased to submit this professional services proposal for Architectural, Landscape Architectural, and Civil Engineering Services as provided herein between City of Shakopee (*Client*) and Confluence (*Landscape Architect*). We are looking forward to working on your project!

Schroeder House and Grounds Improvements

The Schroeder House and Grounds are likely to receive designation on the National Register of Historic Places based on the previous work of 106 Group, Miller Dunwiddie Architects, and Confluence. This proposal advances the recommendations of previous work to make improvements to the buildings and properties that will; preserve the historic structures, update mechanics and code related items, opens the historic buildings to the public, and creates a marketable facility for the City to utilize.

The project will provide construction documents to improve the Schroeder House, associated Livery building and the surrounding grounds. The project boundary is described as north of Bluff Ave. E., South of the Minnesota River Valley State Trail, West of Minnesota St. N ROW., and East of Market St. N. Improvements include updates to the interior, exterior, and mechanical systems of both buildings as well as grading and drainage improvements. Additional site improvements include a small parking lot, ADA improvement, outdoor gathering space design, landscaping, fence replacement, and other site furnishings and amenities definition.

It is understood that the City will be hiring a Construction Manager at Risk (CMaR) to lead the project and work with the design team. We estimate 12-14 weeks for completion of construction documents following approval from the City and completion of an updated survey.

Compensation

- 4.1 Compensation for the Scope of Services performed under this agreement shall be the Hourly Fee Not to Exceed of \$228,158.00 plus reimbursable expenses and applicable taxes. See separate fee estimate sheet for details and breakdown. Construction observation savings provided in Architecture fees if both buildings are constructed on the same schedule:

Confluence (LA, Site):	\$13,040.00
SEH (Civil Engineering):	\$15,958.17
Miller Dunwiddie (Architecture)	<u>\$199,160.00</u>
Total:	\$228,158.00

Reimbursable Expenses not to exceed: \$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 A" 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.

Exhibits

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

"A" - Landscape Architect's Hourly Compensation Rates & Reimbursable Expenses Schedule

"B" - Scope of Services and Supplemental Services

Offered by:

Confluence, Inc.

Accepted By:

City of Shakopee

00-00-23

Signature & Date

Signature & Date

Brad Aldrich, Associate Principal

Printed Name & Title

Printed Name & Title

Confluence
530 N Third Street, Suite 120
Minneapolis, Minnesota 55401

Exhibit "A": 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 "A"

Exhibit “B”: Scope of Services and Supplemental Services

1.1 Scope of Services

1.1.1 Construction Document Phase. The design team will update current understanding of the project and site to capture any changes since the master plan and assessment work was completed on the properties in preparation of the National Historic Register application. Updates based on completed survey, programmatic changes, and/ or CMAR input will be considered. Based on the determined scope approved by the Client, the Design Team shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

(a.) Prepare construction plan at 30%, 60%, and 90% prior to completed bid documents including (*check all that apply*):

- (i) ☒ Site preparation/demolition plan
- (ii) ☒ Layout plan(s)
- (iii) ☒ Grading and drainage plan
- (iv) ☒ Furnishings & amenities plan
- (v) ☒ Lighting plan (*fixtures & locations only, not electrical design*)
- (vi) ☒ Planting plan
- (vii) ☐ Irrigation plan
- (viii) ☐ Signage plan
- (ix) ☒ Utility connections and plans
- (x) ☒ Permitting plans for erosion control and permitting
- (xi) ☒ Architectural plans and details for interior and exterior improvements

(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 all consultants, and when appropriate, the Client's other consultants.

(e.) Coordinate with CMAR on probable costs of the proposed improvements.

(f.) Prepare documents suitable for review for compliance with applicable governmental requirements and assist the Client in the submission to governmental agencies.

(g.) Address timely and applicable review comments received from agencies and CMAR, and revise Construction Documents for compliance when required.

(h.) Submit one electronic pdf set of the Construction Documents. Printed copies will be Reimbursable Expense as provided in Article 4.

(a.) Attendance at the following meetings/hearings (*check all that apply*):

- (i) ☒ Public coordination & design review meeting
- (ii) ☒ Jurisdictional review/approval hearing

1.1.2 Bidding & Contract Negotiation Phase. When the contracts are bid, the Landscape Architect shall assist the Client and CMAR during the bidding process to identify the Contractor to construct the Project and establish a firm price to accomplish the work. Once the bidding results are known, the Landscape Architect shall assist the Client to

establish the contract terms for construction of the Project. The Landscape Architect shall:

- (a.) Coordinate the schedule for bid advertising, addenda, bid opening and the following bid process tasks (*check all that apply*):
 - (i) ☐ Pre-bid qualification process
 - (ii) ☐ Pre-bid conference
- (b.) Prepare and organize bid solicitation and proposal forms consistent with Client's requirements.
- (c.) Arrange for printing (if applicable) and distribution of the bid documents.
- (d.) Conduct pre-bid conference (if applicable) and document the proceedings.
- (e.) Clarify the Construction Documents as required through the preparation and issuance of addenda including materials substitutions and equals.
- (f.) Attend the bid opening.
- (g.) Review bids including alternates and prepare a recommendation on the award of the contract to the Client.
- (h.) Arrange for transmittal of Construction Documents to the selected contractor.
- (i.) Meet with selected contractor to review the Construction Documents and the proposed improvements.
- (j.) Provide clarification to the Construction Documents as reasonably required.

1.1.3 Construction Contract Administration Services. The Landscape Architect shall provide the following administration Services associate with the construction of the Project:

- (a.) Take part in the pre-construction conference (if applicable).
- (b.) Review and take appropriate action on (*check all that apply*):
 - (i) ☒ Contractor Request for Information and clarification's (RFI's).
 - (ii) ☒ Materials and equipment submitted by the Contractor for approval.
 - (iii) ☒ Product submittals and shop drawings.
 - (iv) ☒ Change Order requests by Contractor submitted for approval.
 - (v) ☐ Contractor progress applications for payment.
- (c.) Undertake to observe the work in progress at intervals appropriate to the stage of the construction for conformance with Construction Documents.
- (d.) Evaluate the completed work to determine acceptance or non-compliance based on conformity with Construction Documents.
- (e.) Conduct observations to determine completion and acceptance of the work (*check all that apply*):
 - (i) ☒ Substantial Completion Review & punch-list creation.
 - (ii) ☒ Final Completion Review & punch-list review.
- (f.) Review and approve a final Contractor pay application and recommend acceptance of the Project by the Client.

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 perspective images and/or "Birds-eye" views 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 Construction Contract Administration Supplemental 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 shall:
- (a.) Prepare Client initiated Change orders.
 - (b.) Provide construction staking.
 - (c.) On behalf of the Client, revise and forward to the Client written guarantees, warranties, release of liens, and related documents required from the contractor.
 - (d.) Review the Contractor's marked-up "As-built" Drawings.
 - (e.) Determine consent of surety if any, to issuance of final certificate of payment.
- 1.2.3 Post-Construction Services. The following post-construction Services shall be considered Supplemental Services. When requested by the Client, the Landscape Architect shall:
- (a.) Prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor.
 - (b.) Provide observations of work and/or warranty items at appropriate times.
 - (c.) Perform post-construction evaluation of functional and operational performance of the Project.

End of Exhibit "B"