

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on the 3rd day of April, 2018, between the **CITY OF SHAKOPEE**, 485 Gorman Street, Shakopee, MN 55379 ("City") and **SRF Consulting Group, INC.**, One Carlson Parkway North, Suite 150, Minneapolis, MN 55447 ("Consultant").

Preliminary Statement

The purpose of this Agreement is to set forth terms and conditions for the provision of professional services by the Consultant for the City for the following described Project:

- Canterbury Commons Regional Traffic Study

The City and Consultant agree as follows:

1. **Consultant's Services.** The Consultant agrees to provide professional services as described in Exhibit A, Scope of Work and any addenda thereto. The Consultant shall serve as the City's professional consultant in the specified work and shall provide consultation and advice to the City during the performance of its services. The Consultant agrees to use the City's standard specifications in any bidding documents prepared under this Agreement. The requirements of this section may be waived by the City if the City Engineer determines that they are not necessary for the successful completion of the project. A Consultant requesting a requirement to be waived must have written authorization from the City Engineer and must be incorporated into this agreement.
2. **Time for Performance of Services.** The Consultant will endeavor to perform the services outlined in the work program within the prescribed days from the date of the contract award. Any changes in this schedule must be approved in writing by the City.
3. **Term.** The term of this Agreement will be from April 3, 2018, through November 1, 2018, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
4. **Compensation for Services.** City agrees to pay the Consultant for services as described in Exhibit A, attached and made a part of this Agreement, which may be amended from time to time by mutual agreement by City and Consultant. The Consultant's hourly rates must be based on the hourly rates approved by the City.

The Agreement amount shall include all services to be rendered by the Consultant as part of this Agreement (including all travel, living and overhead expenses incurred by the Consultant in connection with performing the services herein) except for special services authorized in writing by the City. The amount stipulated shall be considered a "Not to Exceed" cost to the City.

The Consultant must keep track of the costs billable under this contract at all times; any work in excess of the negotiated amount shall not be eligible for payment unless preapproved. The Consultant must notify the City if the Consultant anticipates that the negotiated amount might be exceeded, in order to determine whether or not the City is prepared to increase the compensation. This notification and approval must occur in advance of the work occurring to be considered for compensation.

5. **Payment of Fees.** The Consultant must submit itemized bills for services provided to the City on a monthly basis. The monthly billing must summarize the progress of the project as certified by the Consultant. For work reimbursed on an hourly basis, the Consultant must indicate for each employee, his or her classification, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, the total amount due, the original contracted amount, the current requested amount, and the total amount. Consultant must verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.931. For reimbursable expenses, the Consultant must provide such documentation as reasonably required by the City. Consultant bills submitted will be paid in the same manner as other claims made to the City.
6. **Audit Disclosure.** The Consultant must allow the City or its duly authorized agents reasonable access to such of the Consultant's books and records as are pertinent to all services provided under this Agreement.

Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential must not be made available to any individual or organization without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant will become the property of the City upon termination of this Agreement, but Consultant may retain copies of such documents as records of the services provided and may reuse standard portions of such documents in the normal course of its business.

7. **Termination.** Termination for Cause. This Agreement may be terminated by City by seven day's written notice to Consultant delivered to the address written

above. Upon termination under this provision, the Consultant will be paid for services rendered and reimbursable expenses until the effective date of termination.

If, through any cause (except those reasonably beyond Consultant's control), the Consultant shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulation of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of termination. In that event the Consultant shall have sixty (60) days to furnish all finished or unfinished documents, computer programs, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant under this Contract, which shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just, equitable compensation for any satisfactory work completed on such documents and other materials prior to the effective date of termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

In the event this Contract is terminated for cause, then the City may take over and complete the work, by contract or otherwise, and the Consultant and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, any other rights which the City may have.

Termination Not For Cause. The City may terminate this Contract at any time, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, the Consultant shall have sixty (60) days to furnish all finished or unfinished documents, computer programs, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant under this Contract, which shall, at the option of the City, become its property. If the Contract is terminated by the City as provided in this paragraph, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually

performed bear to the total services of the Consultant covered by this Contract, less payments or compensation previously made.

8. **Subcontractor.** The Consultant must not enter into subcontracts for any of the services provided for in this Agreement without the express written consent of the City.
9. **Independent Contractor.** At all times and for all purposes hereunder, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
10. **Assignment.** Neither party will assign this Agreement, nor any interest arising herein, without the written consent of the other party.
11. **Services not Provided for.** No claim for services furnished by the Consultant not specifically provided for herein will be honored by the City.
12. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
13. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties unless otherwise provided herein.
14. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant must abide by all statutes, ordinances, rules and regulations pertaining to the provision of services to be provided. Any violation will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
15. **Equal Opportunity.** During the performance of this contract, the Consultant must not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. The Consultant must post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified

applicants will receive consideration for employment. The Consultant must incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
17. **Liability and Indemnity.** The Consultant must indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, which they may suffer or for which they may be held liable, as a result of, and to the extent of, the negligent or wrongful acts of the Consultant, his employees, or anyone else for whom he is legally responsible in the performance of this Agreement.

The Consultant assumes full responsibility for relations with its subcontractors, and must hold the City harmless and must defend and indemnify the City, its employees and agents, for any claims, damages, losses, and expenses in any manner caused by such subcontractors, arising out of or connected with this contract.

18. **Insurance.** During the term of this Agreement, Consultant must procure and maintain during the life of this Contract, and provide the City with a certificate of insurance showing, the following coverage for each occurrence and in aggregate:

A. Comprehensive General Liability Insurance, including Broad Form Property Damage, Completed Operations and Contractual Liability for limits not less than \$1,500,000 each occurrence for damages of bodily injury or death to one or more persons and \$1,500,000 each occurrence for damage to or destruction of property.

B. Insurance coverage for Special Hazards, including but not limited to explosion hazard, collapse hazard, underground property damage hazard, (commonly known as XCU).

C. Comprehensive Automobile Liability Insurance, in an amount not less than \$1,500,000 for each occurrence. Coverage shall include all owned autos, non-owned autos, and hired autos.

D. Errors and Omissions Insurance against errors and omissions resulting from the performance of Consultant's work under this Agreement. Said coverage shall be in an amount not less than \$2,000,000.

E. Workmen's Compensation insurance for all its employees as required by the Minnesota Worker's Compensation Act.

F. The City of Shakopee must be named as "ADDITIONALLY INSURED" on the insurance described in paragraphs A, B, and C, and must receive notice ten (10) days prior to the cancellation or expiration any of the specified insurance. If the deductible provisions of the Consultant's coverage or any subcontractor's coverage is questioned by the City, the Consultant shall provide the City, upon request, "Proof of Assets".

This policy must provide, as between the City and the Consultant, that the Consultant's coverage shall be the primary coverage in the event of a loss. If the Consultant is providing either architectural or engineering services, the Consultant must also maintain during the term of this Agreement a professional liability insurance policy with the same limits as for general liability. A certificate of insurance on the City's approved form which verifies the existence of these insurance coverages must be provided to the City before work under this Agreement is begun.

19. **Governing Law.** This Agreement will be controlled by the laws of the State of Minnesota.
20. **Whole Agreement.** This Agreement embodies the entire agreement between the parties including all prior understanding and agreements, and may not be modified except in writing signed by all parties.

Executed as of the day and year first written above.

CITY OF SHAKOPEE

SRF Consulting Group, INC.

By: _____
Bill Mars, Mayor

By: _____

Date: _____

Its: _____ Contracts Officer

Date: _____

By: _____
William H. Reynolds, City Administrator

Date: _____



March 19, 2018

Steve Lillehaug, PE, PTOE
Public Works Director/City Engineer
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Subject: Proposal for Professional Services for Canterbury Commons Areawide Transportation Study

Dear Mr. Lillehaug:

SRF Consulting Group (SRF) is pleased to submit this proposal to conduct an areawide transportation study for the proposed Canterbury Commons development in the City of Shakopee. Multiple studies have been conducted in the area since 2014 with respect to the future vision for County Road 83, as well as various development proposals within or adjacent to Canterbury Park. However, the latest development proposal, referred to as Canterbury Commons, has not been fully accounted for as part of these previous study efforts. Therefore, the purpose of the areawide transportation assessment is to understand how the proposed development impacts the transportation system in conjunction with other planned developments and infrastructure. A key component to this study will be to identify the short- and long-term infrastructure needs within the area. Therefore, the following scope of services were identified based on preliminary discussions with City staff.

Scope of Services

The scope of our services, as we understand it, is to perform the following tasks:

Study Intersections

Based on preliminary discussions with City staff, the following primary study intersections were identified to be included as part of the areawide transportation assessment:

- Marschall Road/Eagle Creek Boulevard
- Marschall Road/Vierling Drive
- Shenandoah Drive/County Road 101
- Shenandoah Drive/4th Avenue
- Shenandoah Dr/Eastway Ave/Barenscheer Blvd
- 4th Avenue/North Canterbury Access
- Vierling Drive/12th Avenue
- Vierling Drive/Eagle Creek Boulevard
- 12th Avenue/Disc Drive/Secretariat Drive
- County Road 83/County Road 101
- County Road 83/Valley Industrial Blvd (N)
- County Road 83/4th Avenue
- County Road 83/Valley Industrial Blvd (S)/Barenscheer Blvd
- County Road 83/Canterbury Distribution Center (N)
- County Road 83/Shenandoah Drive/East Canterbury Access
- County Road 83/Canterbury Distribution Center (S)
- County Road 83/12th Avenue
- County Road 83/Disc Drive/Secretariat Drive
- County Road 83/Mn Highway 169 North Ramp
- County Road 83/Mn Highway 169 South Ramp
- County Road 83/Eagle Creek Boulevard
- County Road 83/County Road 16

In addition to the primary study intersections, up to 10 secondary intersections will be included within the study based on direction from project staff. These intersections are mostly internal to the proposed development, but will include intersections along Eagle Creek Boulevard, Shenandoah Drive, Vierling Drive, and Barendscheer Boulevard.

Data Collection

1. Review previous study documents developed within the area to understand assumptions, findings, and recommendations pertinent to this study.
2. Develop a preliminary data collection plan and coordinate with the project team (City and County) for approval. The preliminary plan will include historical average daily traffic (ADT) volumes and intersection turning movement counts that have been previously collected within the area.
3. Collect vehicular and pedestrian/bicyclist turning movement counts during the weekday a.m. and p.m. peak periods at up to 10 locations within the study area to fill gaps from the previous data collection efforts and/or better understand more recent travel pattern changes given area redevelopment.
4. Review MN Highway 169/County Road 83 ramp detector data at various times during the year to understand how traffic volumes fluctuate within the interchange area.
5. Modify historical traffic volumes previously collected within the area based on a combination of the newly collected data as part of tasks 3 and 4.

Traffic Forecasts, Trip Generation, and Distribution

6. Review current and planned land use within the study area, as well as planned infrastructure to understand how the current proposed Canterbury Commons development differs from previous area plans.
7. Develop a trip generation estimate for the proposed Canterbury Commons development using a combination of the *ITE Trip Generation Manual, 10th Edition*, as well as other local resources. This will account for multi-use and multi-modal reductions, as well as existing area users.
8. Review the assumed socio-economic data and the transportation network within the Scott County Regional Travel Demand Model and compare to the latest Canterbury Commons development proposal. Refinements will be made, if necessary, to develop new future year 2040 traffic forecasts.
9. Identify a trip distribution based on a combination of the Scott County Regional Travel Demand model, existing travel patterns, and engineering judgement. Separate trip distributions may be developed for each land use type.
10. Coordinate with project staff to confirm the traffic forecast assumptions, as well as the planned transportation network prior to conducting the roadway/intersection capacity analysis.
11. Develop year 2025 and year 2040 no build and build (e.g. with Canterbury Commons) a.m. and p.m. peak hour traffic forecasts, as well as average daily traffic volumes within the study area.

Roadway/Intersection Capacity Analysis

12. Conduct a planning-level average daily traffic volume capacity analysis to understand the general magnitude and roadway cross-section that may be needed within the study area (e.g. 2-lane versus 4-lane, etc.) under year 2025 and year 2040 no build and build conditions.
13. Conduct a detailed intersection capacity analysis at the study intersections under year 2025 and year 2040 no build and build conditions during the a.m. and p.m. peak hours using Synchro/SimTraffic (version 9). This analysis will identify levels of service and queuing.
14. Review the capacity analysis results and identify/evaluate potential improvements to address any issues identified. This will include a review of alternative traffic controls and area roadway connections/cross-sections to ensure safe and efficient operations within the area.

Safety Assessment

15. Review the most recent available crash history using MnCMAT (2013 through 2015) to understand current trends and rates relative to locations with similar characteristics. This information will be compared to previously completed data to understand any changes. Note that MnDOT does not have any 2016 or 2017 crash data available.

Master Plan Review

16. Review the proposed Canterbury Commons master plan with respect to access, circulation, and pedestrian/bicyclist connectivity and identify potential improvements if needed. This includes how the transportation system can be designed to minimize potential impacts/issues along County Road 83 as well as other area roadways.
17. Determine what improvements, if any, are needed to accommodate the proposed Canterbury Commons development with acceptable levels of service and adequate site circulation.

Wayfinding Assessment and Event Management

18. Qualitatively review existing and planned wayfinding within the area and identify potential improvements and/or strategies to best manage typical weekday and event traffic. This will include assessing the potential for train events and how dynamic wayfinding may need to be incorporated.
19. Conduct a qualitative sensitivity test with respect to major events at Canterbury Park. This will include coordination with project stakeholders to identify which event to evaluate, as well as a high-level review of area operations and access. The purpose of this assessment is to determine potential strategies or improvements to help facilitate major events and/or improve operations.

Implementation, Prioritization, and Funding

20. Develop an implementation plan that prioritizes the issues, improvements, and strategies identified for the various modes of transportation. This will include development of preliminary planning level cost estimates, identification of potential impacts such as an estimate of right-of-way impacts, as well as the user proportion for each improvement area.

Documentation and Project Management

21. Prepare a draft memorandum documenting the findings and recommendations, including conceptual figures illustrating the various improvements and phasing identified during the study. Make revisions as appropriate based on project team review and prepare a final memorandum.
22. Provide day-to-day project management, administration, and quality control, as well as project coordination with City staff.

Meetings

23. Coordinate with project staff (City, County, MnDOT, development team, etc.) to confirm assumptions and discuss preliminary findings and recommendations. Up to five (5) project team meeting are included as part of this task, which are expected to occur every two to three weeks throughout the study duration.
24. Prepare for and attend up to two (2) meetings to present study findings and recommendations. These meetings are intended to be for Planning Commission and/or City Council.

Schedule

We are prepared to begin immediately and will complete this work within a mutually agreed-upon time schedule.

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the study, the cost of our services is not to exceed \$74,500, which includes both time and expenses. The cost breakdown by task area is as follows:

- Data Collection: \$12,500
- Traffic Forecasts, Trip Generation, and Distribution: \$7,500
- Roadway/Intersection Capacity Analysis: \$15,000
- Safety Assessment: \$3,500
- Master Plan Review: \$2,500
- Wayfinding Assessment and Event Management: \$5,000
- Implementation, Prioritization, and Funding: \$12,500
- Documentation and Project Management: \$7,500
- Meetings: \$8,500

Changes in the Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is mpacyna@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Matthew Pacyna, PE (MN ND WI)
Principal

MP/cw

Attachment A – Standard Terms and Conditions

Approved:



(signature)

Name Steven L. Lillehaug

Title City Engineer

Date 3/26/18

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.