

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: August 3, 2016

Re: Playground Rubber Removal & Reconstruction Design Services – RFP #306

The District received three (3) responses to its solicitation and RFP #306 – Playground Rubber Removal and Reconstruction Design. These responses were reviewed and evaluated by the Facilities Management Department staff and the responding firms were determined to all have very good qualifications and experience necessary to confirm their capacity to perform the desired investigation, research, design and construction administration services. Proposed fees for the Phase I services were all based on hourly not to exceed amounts. SAS & Associates proposed the lowest cost fee basis.

Recommendation:

It is recommended the School Board approve entering into a contract with the firm of SAS Associates to perform Phase I described professional design and survey services for an hourly no to exceed fee of \$18,500.

It is further recommended the Duluth School Board authorize the Director of Business Services or Superintendent of Schools to negotiate an agreement for design and construction services necessary for the bidding of projects defined in the Phase I assessment and appropriate construction administration and observation of construction for a total additional Phase II fee not to exceed \$50,000.

Schedule

August -	Initial meeting with Facilities Management and committee.
September -	Research and investigation of product options and existing conditions.
October -	Present preliminary design options to management & committee feedback.
November -	Project scope, preliminary design and cost estimates to School Board.
Dec. Jan. -	Design, bidding and award of contracts.

June-August - Construction

PROJECT:

2016 Proposal for Architectural and Engineering Services
Rubber Mulch Removal from
Playgrounds

FIRM NAME:

SAS+Associates
219 West First Street, STE 350
Duluth, MN 55802

CONTACT:

Luke Sydow
(p) 218-391-1335
(e-mail) luke@saslandarch.com

DATE: July 19, 2016

TO: Independent School District #709
RFP 306 Attention: Supervisor of Purchasing, Room 212
215 North First Ave East
Duluth, MN 55802

FROM: Luke Sydow
SAS + Associates

RE: 2016 Proposal for Architectural and Engineering Services
Rubber Mulch Removal from Playgrounds

Dear Mr. Leider:

The following proposal is for Landscape Architectural Services for the 2016 Proposal for Architectural and Engineering Services Rubber Mulch Removal from Playgrounds for the 10 school sites identified. SAS+Associates (SAS) will work with the appropriate parties to bring the Phase I elements to the School Board and community in a **clear, concise format** with **contractor verified budgets** to assure public awareness, allow for comment, present recommendations, and assist in the play surface selection. By drawing on our knowledge and experience as design professionals, referencing the most recent CPSC guidelines and ASTM standards, investigating the most current research and data on the proposed materials, and balancing this information with the realities of the school district in terms of up-front costs and ongoing maintenance, SAS+Associates will present recommendations for a safe, quality, maintainable, playground surfacing that will enhance the experience for the students and the public while reducing the health and environmental concerns parents have over the current playground safety surfacing.

SCOPE OF WORK:

The purpose of this Scope of Work is to describe the process and the proposed roll of SAS+Associates for Phase I of this project.

Phase I - Review and analysis of existing sites (10) and Safety Surfacing Options:

An initial site analysis and design investigation will be completed for each of the ten sites. SAS will meet with ISD #709 staff (referred to below as the Committee) to review each site for any known concerns, issues and opportunities that may exist which would affect this scope of work. Items such as poor drainage, erosion, accessibility issues, materials selection, safety zones, equipment, will be examined. Utilizing as-built drawings and construction documents (provided by the School District), SAS will field verify existing site conditions and develop a proposed scope of work and cost projection for each site.

In Phase I, we will meet with the Committee to hear their issues for the area and listen to their issues and vision for the future.

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Following this meetings, SAS+Associates will develop an analysis board for presentation to the Committee. SAS+Associates will develop conceptual designs showing general proposed surface materials to address the issues and enhance the opportunities for the sites. These plans will incorporate many of the Committee's ideas and will be presented back to the group for approval, feedback and refinement. Areas that will be addressed include –

- Fall Zone Materials – type, pros, cons and projected cost of each type
 - Wood Mulch
 - Artificial Turf
 - Poured in place
 - Rubber tiles
- Current material safety data, testing results, research into various surfacing options and playground safety guidelines and accessibility
- Provide recommendations for modifications to pedestrian circulation and access to new play surface if needed
- Appropriate studies for drainage intent
- Accessibility requirements for new play surfaces
- Lifespan of new play surfaces
- Costs installed for each of the new play surfaces
- Review of safety compliance of existing equipment utilizing current CPSC guidelines
- Connections of site elements
- Re-use of on-site materials if applicable.
- Landscaping for aesthetic improvement
- Lighting, screening and security

SAS+Associates will present the findings of our studies into various playground safety surfacing options and make recommendations to the IDS709 School Board and community for feedback, comments, options, and approval of the recommendations for playground safety surfacing material.

TEAM:

SAS+Associates is a Landscape Architecture and Site Design firm focused on site and landscape design in the Northland for the past 15 years. Prior to relocating to Duluth, Luke worked for a Landscape Architecture firm in Boulder, Colorado where he worked on many park and playground projects.

Luke Sydow, PLA:

Luke will be the project manager for the project. Luke will be supported by Matthew Daly, MLA, and Allison Adams, BLA. Both Allison and Matthew completed numerous playground projects for both Cities and School districts.

PREVIOUS WORK :

SAS+Associates has experience designing multiple public and private playground projects including -

Harrison Community Park, Duluth, MN – Sand and shredded rubber surfacing
UMD Childrens Place Phase I and II, Duluth, MN – rubber tile surfacing

Northern Lights Elementary School, Superior Wisconsin – Wood Mulch
Lowell Elementary, Duluth, MN – Shredded Rubber * ISD 709 Project
Holy Rosary School, Duluth, MN – Wood Mulch

SAS+Associates completed the UDC landscape design for Congdon Park Elementary School.

SAS+Associates completed the design for the Gary New Duluth Park. Currently under construction, SAS is responsible for site observation and contract administration for landscape improvements.

Phase II –

Following the successful completion of Phase I of this project, SAS+Associates hopes to continue into Phase II work with the school district to bring the proposed changes to reality.

Detailed Survey

In the Detailed Survey Phase, SAS+Associates will refine the preferred elements of the plan from the Phase I and the provided survey information.

- Coordinate with appropriate governmental / #709 agencies to meet any requirements for the site improvements
- Size, type and placement of elements refined
- Grades of drainages revised based on the selected playground surface
- Materials selected for aesthetic value, maintenance requirements and longevity.
- Budget projection numbers further developed

Construction Documents (10 Individual Sets – may be bid together, individually or in batches)

SAS+Associates will develop complete construction document plans and specifications per industry standards for bidding and construction.

Bidding Services

SAS can assist in the bidding of the project, answering questions from contractors and selection of contractors. We will issue addendums as needed to clarify construction documents and adjust to site conditions as needed.

Construction Administration, Site Inspections, Project Closeout

A project is only as successful as the quality of the installation of the materials. In order to protect the interests of the owners and others, and to insure that the approved design gets implemented properly and the long-term viability of the project is realized, SAS+Associates provides site inspection services. SAS+Associates can help insure all work is done in conformance with construction documents for the long-term success of the project.

Proposed Fees

SAS + Associates proposes to provide the above listed scope of work for each phase of the ISD #709 Project RFP 306 as proposed below

Phase I Surfacing Material options and cost analysis - Hourly, not to exceed at \$10,500

SAS will work on an on-going basis as needed until the cap of Phase I is reached. SAS will keep you apprised of the incurred fees and notify the project manager as the cap approaches. If the cap amount is reached SAS will contact you to discuss changes in scope or services. All additional services activities shall be authorized by the Owner.

Phase I Additional Professional Fees as may be needed

Topographic / existing conditions survey (by others if needed, coordinated by SAS)\$8,000 (Estimate)

Phase I Deliverables:

Phase I New Play Surface Analysis Boards (4) (24"x36")
 Up to Ten (10) Design/Analysis Concept plan boards (24" x 36")
 One final recommendation board (24" x 36")
 3 Meetings - Kick-off meeting (Attended – at central offices)
 Conceptual plans presentation. Gather input, Feedback.
 Presentation of final Conceptual Plan

Basis for Proposed Fee

Our fee is based on previous experience, anticipated requirements and the following assumptions:

- Though the need for this is not anticipated in Phase I, Topographic, boundary, and existing conditions surveying would be by others. Any required engineering by others. SAS+Associates will contract with necessary outside consultants, as additional services and coordinate those additional services at their cost with a 5% markup.
- Base drawings of existing play areas are available in AutoCAD format and include detailed relevant topography, grading.
- The services we provide and the areas of work for which we will be responsible will follow those described above. We will gladly attend additional meetings or make additional site visits provided they are compensated for as additional services. Any changes to the design or drawings (not due to our error or omission) which are contrary to previous instructions or approvals will also be considered additional services as will revisions to the drawings or the development of additional concepts or designs beyond those described above.

We have attempted to describe all tasks and products in this scope of work so there is a clear expectation of SAS+Associates products and responsibilities. We are ready to proceed with work as soon as authorized.

Please return one initialed and signed copy of this proposal for our records if it is acceptable.

SAS+Associates

ISD #709

By: 
 Luke W. Sydow, PLA

By: _____
 Kerry Leider, Property and Risk Manager

Date: 7-19-16

Date: _____

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SAS+ ASSOCIATES

219 West First Street, Suite 350. Duluth MN 55802 | phone 218.391.1335 | fax 218.722.6697 | e-mail mail@saslandarch.com

SAS+Associates (herein called the Firm) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

SAS+Associates Fees:

The total fee, if stated, shall be understood to be an estimate, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current hourly rates are as follows:

Principal:	\$ 90
Landscape Architect	\$ 85
Landscape Designer	\$ 75
Draftsperson/CAD:	\$ 65
Administrative:	\$ 55
Clerical:	\$ 45

Billings/Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of the Firm. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts any of them may be liable.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the fee paid to the firm for the service. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Initial here: W (Firm) _____ (Client)

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

Applicable Laws:

Unless otherwise specified, this agreement shall be governed by the laws of the State of Minnesota.

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REIMBURSABLE EXPENSES (If not described as part of the above proposal)

1. Sub-consultant fees (not anticipated to be needed in Phase I) are billed at a 5% mark-up.
2. Travel time is billed at half the hourly or daily rate above.
3. Mileage is billed at the current Federal mileage reimbursable standard).
4. In-house black and white photocopies beyond those described above are billed at \$.15 per copy, color copies will be billed out at \$.75. Whenever possible, large runs are sent to outside sources at reduced cost.
5. All other reimbursable expenses including printing, postage, supplies, film, photos, etc. are billed at direct cost.
6. Report publications and special presentations (renderings, models, photo montages, etc.) are considered reimbursable expenses and must be negotiated with the client separately according to special requirements.
7. Additional full-size sheets of Construction Document plans beyond that spelled out in the proposal are billed at \$8/sheet. Additional Specifications beyond that spelled out in the proposal are billed at \$0.15/ page.