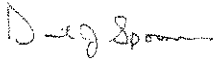


# Memorandum

**To:** Doug Hasler  
Director of Business Services

**From:** Dave Spooner   
Manager of Facilities

**Date:** January 24, 2017

**Re:** SAS+ Associates Phase II – Removal of Rubber Mulch from Playgrounds – RFP #306

Attached are two copies of an Agreement with SAS+ Associates, to perform work as defined in the attached Phase II agreement.

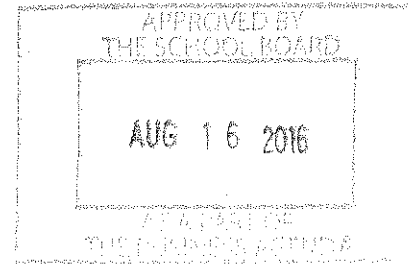
As directed by the School Board, this proposal is the second phase of the work as identified in RFP #306, to provide all necessary construction or related documents to solicit bids to install EWF at nine playgrounds, and to follow through with all projects from initiation to closeout as defined in the attached documents and exhibits.

The total cost of the Phase II work as identified in the attached proposal is based on an hourly not to exceed fee of \$46,450.00, including survey work.

## Recommendation:

I am recommending that the Director of Business Services enter into an agreement with SAS+ Associates for the total cost of the Phase II work for an hourly not to exceed fee of \$46,450.00, including survey work. The authority to enter into such agreement is granted per action taken by the School Board at the August 16<sup>th</sup> regular School Board meeting in which the Duluth School Board authorized the Director of Business Services or Superintendent of Schools to enter into such agreement for a fee not to exceed \$50,000.00.

Attachments



# 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

**STANDARD FORM CONTRACT  
FOR PROFESSIONAL SERVICES BETWEEN  
LANDSCAPE ARCHITECT AND CLIENT**

**Preliminary Provisions**

**Date**

This Agreement is made as of January 24, 2017, between the Client and Landscape Architect for the Landscape Architectural Services as provided herein. Unless otherwise noted, this Agreement supersedes all previous proposals, agreements, and negotiations between the parties.

**Client**

Independent School District 709

NAME

Doug Hasler, CFO/Director of Business Services

ADDRESS / CITY / STATE / ZIP

215 N. 1<sup>st</sup> Ave East, Duluth MN 55802

RELATIONSHIP TO PROJECT OWNER

**Owner**

The Client acknowledges that it is authorized to enter into this Agreement pursuant to an agreement with the Owner of the Project.

Independent School District 709

ENTITY ( CORPORATION,  MUNICIPALITY,  GOVERNMENT OR  PRIVATE RESIDENCE—SELECT ONE)

215 N. 1<sup>st</sup> Ave East, Duluth MN 55802

ADDRESS / CITY / STATE / ZIP (IF DIFFERENT FROM CLIENT ADDRESS ABOVE)

**Landscape Architect**

SAS+ASSOCIATES, INC.

ENTITY  SOLE PRACTITIONER,  PARTNERSHIP,  CORPORATION

219 West First Street, Suite 350

ADDRESS

219 West First Street, Suite 350

CONTACT INFORMATION

**Project**

Construction documents for the replacement of playground shredded rubber mulch impact attenuation surfacing with engineered wood mulch will be completed for each of the following sites - Homecroft, Lakewood, Laura MacArthur, Lester Park, Lowell, Myers-Wilkins, and Piedmont Elementary Schools, and Lincoln Park and Ordean East Middle Schools.

**Program**

The Client's detailed Program: project description, purpose, user needs, functional and built elements, and the Client's budget parameters are set forth in *Exhibit "A."* SAS+Associates Proposal dated January 19<sup>th</sup> 2017

### Scope of Services

The scope of services to be provided by the Landscape Architect under this Agreement and the Supplemental Services which may be provided when requested in writing by the Client are described in *Exhibits "A" and "B"*

### Compensation

Compensation for Landscape Architectural Services performed under this Agreement shall be a stipulated sum of \$46,450 plus Reimbursable Expenses as defined in Article 4 and is subject to the provisions of this Agreement. Supplemental Services, when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in *Exhibit "A"* or on the basis of a negotiated fee provided in an amendment to this Agreement.

### Schedule of Services

The schedule for the performance of the Landscape Architectural Services under this Agreement is provided in *Exhibit "C,"* and is subject to the provisions of this Agreement.

## Article I

### Landscape Architectural Services

#### 1.1 Standard of Care

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards appropriate for a project of the nature and scope of this Project.

#### 1.2 Coordination

The Landscape Architect shall coordinate the services of its consultants, and shall cooperate with the Client's representatives and separate consultants in the best interest of the Project.

#### 1.3 Representations

The Landscape Architect represents that it and its consultants have and shall maintain throughout the performance of the services under this Agreement the requisite licenses, registrations, and/or certifications required for the performance of these services in the jurisdiction in which the Project is located.

#### 1.4 Scope of Services

The Scope of Landscape Architectural Services to be provided under this agreement is detailed in *Exhibit "A."*

**1.5 Supplemental Services (none anticipated)**

Supplemental Services are beyond the scope of the basic Scope of Services, and when requested in writing by the Client, shall entail additional compensation (either on the hourly basis stated in *Exhibit "B"* or on the basis of a negotiated sum) beyond the Compensation stated in the Preliminary Provisions.

**1.6 Approval of Services/Changes to Approved Services**

The Landscape Architect shall proceed with a phase or design package of the Landscape Architect's services only after receiving the Client's written approval of the services and deliverables provided in the previous phase and written authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous budget parameters and/or Program descriptions.

**1.7 Opinions of Probable Construction Costs**

Opinions of probable construction costs provided by the Landscape Architect are based on the designer's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.

**1.8 Construction Safety**

The presence of the Landscape Architect, its employees, or consultants at the Project site shall not be deemed an assumption by the Landscape Architect of any obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or any regulatory health or safety requirements. The Landscape Architect, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.

**Article 2**

**Client's Responsibilities**

**2.1 Program**

The Client shall provide the detailed Project description and budget parameters designated in *Exhibits "A"* and *"B"* attached hereto.

## **2.2 Information**

2.2.1 The Client shall be responsible for all legal, accounting, and insurance services the Client may require or deem necessary in the interest of the Project.

## **2.3 Independent Testing**

The Client shall provide independent testing services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste conditions.

## **2.4 Reliance**

The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work product provided by the Client and the Client's consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client.

## **2.5 Client's Representative**

The Client shall designate a representative with authority to act on the Client's behalf with regard to the Project. If for any reason Client's designated representative is replaced during the progress of the Project, the Landscape Architect shall have the right to renegotiate its compensation in response to the change.

## **2.6 Approvals**

Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services. Comments, if from a committee client or multiple interested entities, must be a consolidation of all comments in order to provide clear direction to the Landscape Architect and to avoid delays.

## **2.7 Notice of Nonconformance**

If the Client observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the Landscape Architect or any fault or defect in the Project, the Client shall promptly give written notice thereof to the Landscape Architect.

## **2.8 Project Permit and Review Fees**

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

## **Article 3**

### **Ownership of Documents**

3.1 The Landscape Architect shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Landscape Architect (collectively, the "Design Materials").

3.2 Subject to payment by the Client of all fees and costs owed to the Landscape Architect, the Landscape Architect grants to the Client a nonexclusive license to reproduce the Design Materials solely for the construction and use of the Project. Termination of this Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Client's possession or control shall be returned to the Landscape Architect within 21 days of the notice of termination.

3.3 The Client, to the fullest extent permitted by law, shall indemnify and hold harmless the Landscape Architect for any costs, including legal fees or defense costs, liability or loss, which result from any unauthorized modification of the Design Materials or the use of the Design Materials for any purpose other than the Project.

3.4 In the event this Agreement is terminated prior to the completion of the Project, the Landscape Architect shall have no liability to the Client or to anyone claiming through the Client for any claims, liabilities, or damages resulting from the use, misuse, or modification of the Design Materials without the Landscape Architect's approval, and the Client agrees to indemnify and defend the Landscape Architect against all such claims.

#### **Article 4**

##### **Landscape Architect Compensation**

4.1 Compensation for the Scope of Services described in section 1.4 of *Exhibit "A"* to be performed under this Agreement shall be the stipulated sum indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, described in section 1.5 of *Exhibit "B"* when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in *Exhibit "A"* or on the basis of a negotiated fee provided in an amendment to this Agreement.

4.2 Reimbursable expenses are expenditures for the Project made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 0.0%. Reimbursable expenses include but are not limited to the following:

- 4.2.1 travel expenses in connection with the Project; living expenses in connection with out-of-town travel, long-distance communications;
- 4.2.2 costs of reproductions, faxes, postage and handling, messenger and overnight delivery services;
- 4.2.3 if authorized in advance by the Client, overtime-related employee expenses;
- 4.2.4 costs of renderings, photographs, models, and mock-ups requested by the Client;
- 4.2.5 expense of professional liability insurance dedicated exclusively to the Project, or additional insurance coverage or limits requested by the Client in excess of that normally carried by the Landscape Architect and its consultants;
- 4.2.6 costs of printing and delivering bid packages;
- 4.2.7 services of professional consultants which cannot be quantified at the time of contracting; and
- 4.2.8 other, similar direct Project-related expenditures.

#### 4.3 **Payments**

- 4.3.1 An initial payment of \$0.00 shall be made upon execution of this Agreement; this amount shall be credited to the Client's account at final payment.
- 4.3.2 Monthly payments to the Landscape Architect shall be based on (1) the hourly percentage of the Scope of Services completed in accordance with the Schedule of Services provided in *Exhibit "C"* herein, and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
- 4.3.3 Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue at an annual interest rate of 8.0%. Pursuant to section 7.2, herein, at the Landscape Architect's option, overdue payments may be grounds for suspension of services or termination of this Agreement.



**4.4 Extended Services**

If through no fault of the Landscape Architect the Scope Services described in section 1.4 have not been completed within the term indicated in the Schedule of Services provided in *Exhibit "A,"* the compensation for services rendered after that time period shall be renegotiated or shall be on the basis of the hourly rates provided in *Exhibit "A"* hereof.

**Article 5**

**Insurance, Indemnification, Consequential Damages**

**5.1 Insurance**

The Landscape Architect shall secure and maintain insurance coverages indicated as follows:

<u>Coverage</u>	<u>Liability Limits</u>
Professional Liability	<u>1,000,000</u> per claim/aggregate
Commercial General Liability	<u>1,000,000</u> per occurrence
Comprehensive Automobile Liability	<u>1,000,000</u> per accident
Workers Compensation	statutory limits

**5.2 Indemnification**

~~Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.~~

**5.3 Consequential Damages**

The Landscape Architect and the Client waive consequential damages for claims, disputes, or other matters in question which arise out of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 hereof.

**Article 6**  
**Dispute Resolution**

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions between the parties or their representatives who shall have authority to settle the dispute. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation in accordance with section 6.2.

6.2 If the dispute is not settled pursuant to section 6.1, before recourse to any other dispute resolution procedure, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be the location of the Project. A request for mediation may be filed with the American Arbitration Association or any other mediation service acceptable to both parties. The parties agree to conclude the mediation within 60 days of filing the request.

6.3 Unless otherwise agreed in writing, the Landscape Architect agrees to continue to perform its services during any dispute resolution proceedings. If the Landscape Architect continues to perform, the Client shall continue to make payments in accordance with this Agreement for amounts not in dispute.

6.4 Appropriate provisions for consolidation shall be included in other contracts relating to the Project so that all parties necessary to resolving a claim are parties to the same dispute resolution proceeding.

6.5 Unless otherwise agreed, the cost of mediation shall be shared equally by the parties.

6.6 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

## **Article 7**

### **Suspension/Termination**

7.1 This Agreement may be terminated by either party on 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

7.2 The Client's failure to make payments to the Landscape Architect in accordance with the provisions of this Agreement shall be deemed a substantial failure to perform and a cause for termination; however, in this circumstance the Landscape Architect, at its option, may elect to suspend its services on 7 days' notice to the Client. The Landscape Architect shall have no liability to the Client for any delays caused by a suspension under this provision.

7.3 If the Client suspends the Landscape Architect's services for any reason, the Landscape Architect shall be compensated for all services performed to that date, and the Landscape Architect shall have no liability to the Client for any delays caused by the Client's decision to suspend the services.

7.4 When suspended services are resumed, the Landscape Architect shall be compensated for expenses incurred by the interruption and resumption of the Landscape Architectural Services, and the Landscape Architect Compensation and the Schedule of Services for the services remaining to be performed shall be equitably adjusted.

7.5 A suspension of services by either party for more than 30 days may, at the Landscape Architect's option, be deemed grounds for termination of the Agreement.

7.6 If termination is not due to the fault of the Landscape Architect, the Client shall pay, in addition to Compensation and Reimbursable Expenses due at the time of the termination, all actual costs and expenses reasonably incurred by the Landscape Architect in connection with such termination. In addition, the Client shall comply and cooperate in accordance with the provisions of Article 3, Ownership of Documents, herein.

7.7 The Client may terminate this Agreement for convenience and without cause with 7 days' notice to the Landscape Architect providing, in addition to the compensation, expenses, and compliance with the Ownership of Documents provisions indicated in section 7.6, above, the Client pays to the Landscape Architect an amount representing the anticipated profit on the Scope of Services not performed under this Agreement because of the Client's decision to terminate for its convenience.

**Article 8**  
**Other Terms and Conditions**

**8.1 Force Majeure**

Either party shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or the recovery from such cause ("Force Majeure"). The parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.

**8.2 Notices**

Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered or certified mail, return receipt requested at the addresses indicated on the first page of this Contract.

**8.3 Assignment**

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

**8.4 Third Party Relationships**

Nothing in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third party against either the Client or the Landscape Architect.

**8.5 Severability**

If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.

**8.6 Captions**

Captions of articles, sections, paragraphs, or subparagraphs of this Agreement are for convenience and reference only.

**8.7 Governing Law**

This Agreement shall be governed by the law in effect at the Landscape Architect's principal place of business.

**8.8 Complete Agreement**

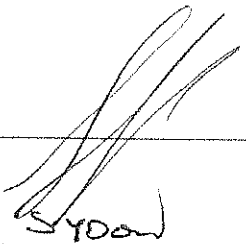
This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement only may be amended in writing signed by both the Client and the Landscape Architect.

**Exhibits**

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

- "A" Client's Program
- "B" Scope of Services and Supplemental Services
- "A" Landscape Architect's Hourly Compensation Rates Schedule
- "C" Landscape Architect's Schedule of Services

SAS+Associates, Inc  
Landscape Architect

By: LUKE W. SYDOR 

Date: 1/24/17

Independent School District 709  
Client

By: 

Date: 1/26/17



# SAS+ ASSOCIATES

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

## EXHIBIT "A"

DATE: January 19, 2017

TO: Doug Hasler, CFO/Director of Business Services  
Independent School District #709  
730 East Central Entrance  
Duluth, MN 55811

FROM: Luke Sydow, PLA  
SAS + Associates

RE: Proposal for Phase II of ISD709 RFP #306, Removal of Rubber Mulch from Playgrounds

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Dear Mr. Spooner:

The following proposal is for Phase II Construction Documentation Services for the Rubber Mulch Removal from Playgrounds for nine (9) ISD 709 school sites. SAS+Associates (SAS) will work with the appropriate parties to bring the Phase II elements to the School Board and community in a format to allow the School Board to make decisions on construction phasing and to assist in prioritizing the school sites. To assure continued warranties and certification, SAS will require certified contractors referencing the most recent CPSC guidelines and ASTM standards.

### SCOPE OF WORK FOR PHASE II:

The purpose of the following Scope of Work is to describe the process and the proposed role of SAS+Associates for Phase II.

#### Detailed Survey

SAS+Associates proposes to contract with a licensed surveying company to gather necessary survey information including existing play equipment locations, survey for drainage inverts, curb elevations, and other relevant site details needed for completion of Construction Documents. SAS will contract with Alta Land Survey Company for the required playground sites.

#### Construction Documents

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

Once detailed site analysis and design investigation are completed, SAS will utilize as-built drawings and the survey information to produce construction plans including:

Landscape  
Architecture  
Site +Urban Design



# + ASSOCIATES

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

- existing conditions plan
- security and staging plan
- removals plan
- grading plan
- site & layout plan
- landscape / restoration plan
- associated details
- developing a cost projection prior to bidding

Construction documents will be completed for each of the following sites - Homecroft, Lakewood, Laura MacArthur, Lester Park, Lowell, Myers-Wilkins, and Piedmont Elementary Schools, and Lincoln Park and Ordean East Middle Schools.

SAS also proposes to continue to further develop a construction cost projection for each site prior to bidding.

### Deliverables

SAS will provide to ISD 709 two (2) hard copies of all plans (22"x34" sheet size minimum) and specifications, as well as complete document sets in electronic (PDF) format.

### Bidding Assistance

Following plan completion, SAS will consult with ISD 709 to package the bid documents together into a preferred approach for construction. For example, these bid packages may be assembled for all sites to be bid and constructed prior to August 31, 2017, complete only the elementary school sites prior to August 31, 2017 with the two middle school sites completed within either 2018 or 2019, spread out all the construction projects over three (3) years, or some other potential timeline.

SAS will assist in bidding of the project, answering questions from, and the selection of contractors. SAS will issue addendums as needed to clarify construction documents and adjust to site conditions as needed or issue cost saving measures. SAS will further assist in bid opening, bid tabulation to assure quality bids and will help staff prioritize and select the bidders. Due to the unique requirements of this project, if requested, SAS will develop an analysis board for presentation to the School Board.

### 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. We will be available to attend the pre-construction meeting at each site to allow staff, contractors and community members to ask questions relating to the project.

Construction observation will be done at key points during the project with observation memos drafted and distributed to ISD 709. These site visits will coincide with equipment removal and storage, mulch removal and excavation, at the completion of grading and drainage installation, reinstallation of play equipment and the completion of work at each site. We will conduct a punch list inspection and follow-up inspection as needed to help insure all work is done in conformance with construction documents for the long-term success of the project.

Landscape  
Architecture  
Site +Urban Design

SAS+

# ASSOCIATES

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## Professional Fees for Construction Documentation

Topographic Survey as required (Alta Land Survey Company, coordinated by SAS)	\$13,950
Construction Documentation	\$32,500

---

**Total Estimated Professional Fees** **\$46,450**

### **Basis for Proposed Fee**

Our fee is based on proposed scope of work, previous experience, anticipated requirements and the following assumptions:

- Any required engineering would be completed by others under a separate proposal and agreement. SAS+Associates will contract with necessary outside sub-consultants, such as engineers, as additional services and coordinate their work with a 5% markup.
- 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.

SAS+Associates proposes to complete this Phase II Construction Documents as described above for an hourly, not to exceed fee, of Forty Six Thousand Four Hundred Fifty dollars (\$46,450.00), including survey work.

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: Douglas C. Hasler  
Doug Hasler, CFO/Director of Business Services

Date: 1/24/17

Date: 1/26/17

Landscape  
Architecture  
Site +Urban Design





# 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:    (Firm)

  DH   (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.

Landscape  
Architecture  
Site +Urban Design



# + ASSOCIATES

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

1. Sub-consultant fees 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 8-1/2"x11" or 11"x17" black and white photocopies beyond those described above are billed at \$0.15 per page, color copies will be billed out at \$0.75 per page. Whenever possible, large runs are sent to outside sources at reduced cost.
5. All other reimbursable expenses including printing, postage, supplies, 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.

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## EXHIBIT "B"

### SCOPE OF SERVICES AND SUPPLEMENTAL SERVICES

#### 1.4 Scope of Services

##### 1.4.1 Construction Document Phase

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

- .1 prepare construction plans including (*strike those that do not apply*): for each school site
  - a. Demolition plan
  - b. Staking (or layout) plan
  - c. Grading and drainage plan
  - ~~d. Irrigation plan~~
  - ~~e. Planting plan~~
  - ~~f. Furnishings plan~~
  - ~~g. Lighting plan~~
  - ~~h. Signage plan~~
  - i. other Associated details
- .2 prepare construction details to describe the materials, spatial relationships, connections, and finishes suitable for constructing the proposed improvements
- .3 prepare construction specifications for the proposed improvements
- .4 coordinate the drawings and specifications prepared by the Landscape Architect's consultants, and when appropriate, the Client's other consultants
- .5 update the opinion of probable cost to construct the proposed improvements
- .6 prepare documents suitable for review for compliance with applicable governmental requirements and assist the Client in the submission process to governmental agencies
- .7 address timely and applicable review comments received from agencies and revise the Construction Documents for compliance when required
- .8 submit final opinion of probable construction costs
- .9 submit 2 copies of the Construction Document and pdf files for publication/printing; additional copies shall be reimbursable costs as provided in Article 4 of the Agreement

##### 1.4.5 Bidding Phase

When contracts are bid, the Landscape Architect shall assist the Client during the bidding process to identify the Contractor to construct the Project and establish the firm price to accomplish the work. The Landscape Architect shall:

- .1 coordinate the schedule for bid advertising, pre-bid qualification process (if applicable), pre-bid conference, addenda (if applicable), and bid opening
- .2 prepare and organize bid solicitation and proposal forms consistent with the Client's requirements
- .3 arrange for printing and distribution of the bid documents
- .4 evaluate pre-bid qualification submissions (as required) and formulate recommendations
- .5 conduct the pre-bid conference and document the proceedings
- .6 clarify the Construction Documents as required through the preparation and issuance of addenda
- .7 attend the bid opening
- .8 review bids including alternates and formulate a recommendation on the award of the contract

#### 1.4.6 Contract Negotiation Phase

When contracts are negotiated, the Landscape Architect shall assist the Client during the contract negotiation process to establish contract terms for the construction of the Project. The Landscape Architect shall:

- .1 arrange for transmittal of Construction Documents to the selected Contractor
- .2 meet with the selected Contractor to review the Construction Documents and the proposed improvements
- .3 provide clarification to the Construction Documents as required
- .4 review the selected Contractor's proposal and formulate a recommendation on the award of the contract

#### 1.4.7 Construction Contract Administration Services

The Landscape Architect shall provide the following administration services associated with the construction of the Project:

- .1 take part in the pre-construction conference
- .2 undertake periodic observation of the work in progress for conformance with Construction Documents
- .3 evaluate the completed work to determine acceptance or non-acceptance based on conformity with the design intent expressed in the Construction Documents

- .4 review and approve Contractor progress payment requests
- .5 review and approve a final application for payment and recommend acceptance of the Project by the Client
- .6 review and take appropriate action on materials and equipment submitted by the Contractor for approval
- .7 review and take appropriate action on shop drawings and change order requests submitted for approval
- .8 prepare Client-initiated change orders
- .9 on behalf of the Client, receive written guarantees, warranties, releases of liens, and related documents required from the Contractor
- .10 conduct observations to determine final completion and acceptance of the work
- .11 review Contractor's marked-up as-built drawings

## 1.5 Supplemental Services

### 1.5.3 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:

- .1 determine consent of surety, if any, to issuance of final certificate of payment

Revisions to previously approved drawings or other documents shall constitute Supplemental Services when necessary to accommodate subsequent interpretations by governmental officials.

### 1.5.4 Post-Construction Services

The following Post-Construction Services are Supplemental Services. When requested by the Client, the Landscape Architect shall:

- .1 prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor
- .2 provide periodic observations of work and/or warranty items
- .3 perform post-construction evaluation of functional and operational performance of the Project

## EXHIBIT "C"

### SCHEDULE OF SERVICES

The Landscape Architect shall begin providing services on the Project promptly upon the receipt of a written notice to proceed and shall perform its services as expeditiously as is consistent with professional quality. All time frames are subject to the Client's cooperation in accordance with the provisions of sections 1.6 and 2.6.

<u>Service</u>	<u>Days from approval of the previous phase and authorization to proceed with the next phase</u>	<u>% Compensation</u>
Construction Document	60 days	Hourly
Bidding Phase	15 days	Hourly
Contract Negotiation	10 days	Hourly
Construction Contract Administration	5 days	Hourly

If through no fault of the Landscape Architect the Scope of Services to be provided under this Agreement has not been completed within 90 days of the initial notice to proceed, the compensation for services rendered after that time period shall be equitably adjusted.