



+ ASSOCIATES

219 West First Street, Suite 350 Duluth MN 55802 | phone 218.391.1335 | email mail@saslandarch.com

DATE: July 15, 2024

TO: Katie Bennett
Duluth Parks & Recreation
411 W. 1st Street
Duluth, MN 55802

FROM: Luke Sydow, PLA
SAS+Associates

RE: Hillside Sport Court Park

Katie,

We appreciate the opportunity to offer this proposal for the Hillside Sport Court Park Construction Plans. SAS will build on the plans to date to ensure a quality plan set. Please call with any questions regarding this proposal.

We are prepared to complete 100% Construction Document Plans based on our conversation, for submittal to the City of Duluth for use.

SAS + Associates will provide all services through or under the direct supervision of duly licensed landscape architects in accordance with applicable professional standards and law. The site layout shall comply with all design and submittal requirements of the City of Duluth, Minnesota and will be based upon the approved concept plan and input from City Staff.

SAS+Associates is teaming with Northland Consulting Engineers to provide a fully rounded team.

Design Development

Previously Completed

30% Construction Document Development

Previously Completed

I: Construction Documents

SAS+Associates' staff will complete construction documents and specifications for the project's site and landscape plans and specifications will meet all requirements for bidding and construction.

Final Design Services

- a. In-person meetings with City to coordinate and report on design progress
- b. Prepare final design drawings and technical specifications for final review by City
- c. Provide complete construction documents for bidding and construction, including plans, details and specifications
- d. Coordination of utilities (if needed) and other public infrastructure with Engineer and utility companies

This phase includes the additional tasks/assumptions:

- Assumes that the walkways, courts, grading, layouts locations, etc., will not change from the completion and approval of the prior approved documents.
- Any structural, mechanical, or electrical engineering review and approval required, including retaining walls over 4'-0" in height, pavement sections, stormwater calculations, mechanical or electrical systems, utilities, etc., is not included in our scope of work. We will coordinate our work with other disciplines.

Deliverables

*Final Site/Layout Plan
Final Grading Plans
Final Landscape Plan
Final Playground Coordination
Final Details
Specifications*

Hard copies (2) and PDF file of Plans & Details (22" x 34" minimum size) and Specifications for landscape/site improvement items under our scope of work.

Professional Fee for Construction Documents: \$28,600

II: Bidding Services

We will be available to answer bidder's questions and issue addenda clarifying our drawings and specifications.

Bidding Services

- Coordinate bidding process with City Purchasing
- Review bidder questions and issue required addendums
- Participate in bid opening

Professional Fee for Bidding Services- Hourly Estimated \$2,600

Limited construction observation and administration will be done at key points during the project (estimated); site visits during construction (3), punch list inspection (1), and a punch-list follow-up inspection (1). We will also be available to attend the pre-construction meeting (1).

III: Administrations Services

Construction Administration Services

- Coordination with selected Contractor
- Review drawings and other required Contractor submittals
- Attend Pre-Construction meeting
- Work through RFIs and change order requests with Contractor and City
- Participate in weekly meetings with City and Contractor during construction
- Provide site visit memos
- Provide determination of substantial completion; Perform a final punch list inspection; Prepare a written notice to City to recommend final payment to the Contractor



+ ASSOCIATES

219 West First Street, Suite 350 Duluth MN 55802 | phone 218.391.1335 | email mail@saslandarch.com

Deliverables

Site Inspection Memos: estimated (5) total: (3) during construction at key points; (1) punch list inspection; (1) punch-list follow-up inspection

Professional Fee for Administration Services- Hourly Estimated \$4,400

Item I: Construction Plans \$28,600

Item II: Bidding Services \$2,600

Item III: Administrative Services \$4,400

Item IV: Civil Engineering Fees (site plan, grading plan & stormwater management plan) \$22,060

Total Proposed Professional Fees for Items 1-4 above: **\$57,660**



Basis for Proposed Fee

The Total Fee for Professional Services is payable monthly in proportion to services rendered at the hourly rates stated in this Agreement. SAS + Associates is available to provide additional services as described above, on an hourly basis at the request of the Owner. SAS+Associates shall not be entitled to additional compensation unless the Owner authorizes the additional services in advance.

In any event, for Professional Services, the Owner shall pay the lesser of (1) \$5,000 plus authorized additional services or (2) the actual cost of services calculated at the hourly rates stated in this Agreement.

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

- Reimbursable expenses are not included; we will bill them directly with no mark-up.
- We assume that the base mapping is available in a compatible AutoCAD format.
- Development of plans for storm water elements, construction staking, and detailing of site walls (over 4'-0" in height) will be the responsibility of others and is outside of our present scope of work. If requested, we can coordinate the proposal and work for these additional services with other appropriate professionals with no mark-up.
- The services we provide and the areas of work for which we will be responsible will follow those described above. We will gladly develop additional plans and renderings, 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.

I will serve as SAS+Associates project manager for this 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. SAS+Associates is ready to proceed with work as soon as authorized.



SAS+ ASSOCIATES

219 West First Street, Suite 350 Duluth MN 55802 | phone 218.391.1335 | email mail@saslandarch.com

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

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.

Fee:

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:	\$	105
Landscape Architect II	\$	95
Landscape Architect	\$	85
Draftsperson/CAD:	\$	75
Administrative:	\$	65
Clerical:	\$	55

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:

1. To the extent allowed by law, the Firm shall indemnify and hold harmless the Client from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, to the extent such claims, damages, losses or expenses are caused by negligent acts or omissions of the Firm, the Firm's sub-consultants or anyone directly or indirectly employed by either.

2 The Firm shall maintain, at its own expense, the following insurance coverages, insuring the Firm, its employees and agents as required herein, which insurance shall be placed with insurance companies rated at least A by Best's Key Rating Guide and shall incorporate a provision requiring the giving of written notice to Client at least sixty (60) days prior to the cancellation, non-renewal or material modification which changes coverages of any such policies; such notice shall be evidenced by return receipt of United States certified mail.

2.1 Firm's Professional Liability Insurance in the amount of \$100,000 per claim, \$300,000 annual aggregate covering claims arising out of Firms' negligent acts, errors or omissions.

2.2 Business liability insurance in the amount of \$1,000,000, products/completed operations aggregate in the amount of \$1,000,000 and general aggregate in the amount of \$1,000,000.



+ ASSOCIATES

219 West First Street, Suite 350 Duluth MN 55802 | phone 218.391.1335 | email mail@saslandarch.com

3 The Firm shall submit valid certificates in form and substance satisfactory to the Client evidencing the effectiveness of the foregoing insurance policies along with original copies of the amendatory riders to any such policies to the Client for the Client's approval before the Firm commences the rendition of any services hereunder.

4 Except as otherwise expressly specified herein, the Firm hereby agrees to maintain the insurance for a period of one year after substantial completion.

5 If the Firm fails to furnish and maintain the insurance, the Client may purchase such insurance on behalf of the Firm, and the Firm shall pay the cost thereof to the Client upon demand and shall furnish to the Client any information needed to obtain such insurance.

6 All insurance except the Firm's Professional Liability Insurance shall name the Client, and any lenders, as an additional insured (but not as loss payee) under a customary form of lender's or mortgagee's clause with rights of direct notice.

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. The Client may use the construction documents produced by the Firm for construction of only this project, and, if the project is completed, for reference and planning in connection with maintenance and future improvements to the project. The Firm shall not be responsible for any other use of the documents produced by the Firm other than construction of this project 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.

SAS+ASSOCIATES

City of Duluth Parks & Recreation

By: _____
Luke W. Sydow, Landscape Architect

By: _____

Date: _____

Date: _____

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