



# + ASSOCIATES

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

DATE: July 21, 2022

TO: Randel Rosandich  
Construction Project Coordinator  
City of Duluth- Property & Facilities Management  
1532 West Michigan Street  
Duluth, MN 55806

FROM: Luke Sydow, PLA  
SAS+Associates

RE: Duluth City Hall Grounds Construction Admin - Proposal

Randy,

We appreciate the opportunity to offer this proposal for the Duluth City Hall Grounds Construction Administration.

## **Construction Administration, Site Inspections, Project Closeout**

In the Construction Administration phase, SAS will provide the following services –

- Depending upon the qualifications of the contractor, and our knowledge of the quality of their work, SAS may attend/conduct a pre-construction meeting with the Contractor prior to them commencing their work.
- Review / correct / approve shop drawings and samples (if any are required) provided by the contractor for conformance to project documents.
- On site visit during landscape installation to check for conformance with plans and specifications.
- One (1) punchlist site visit and memo
- One (1) follow-up final inspection

### **Deliverables**

A memo following each site visit summarizing observation of progress / condition, direction given to the contractor, and work accepted or rejected.

In order to insure the successful establishment and long-term health and vigor of the landscaping, it is assumed that SAS will have the authority to accept or reject any material and installation at any time, before, during, or following installation, if found to not be in conformance with construction documents. It is also assumed that SAS will have the authority to direct the contractor to immediately remove and correct non-conforming work and materials from the site and replace with material in conformance with the construction documents at the contractor's sole cost and expense.

## **Proposed Professional Fees**

**Total Proposed Fees for Landscape Architectural services- Contract Administration, Site Inspections, Project closeout – Hourly Estimated**

**\$6,000**

- Reimbursable fees are not included in this amount. Reference the Reimbursable Expenses sheet at the end of this proposal.

Additional services not included in the above fee proposal but which may be provided as additional services include lighting design (design, layout, fixture selection), irrigation design, etc.



## **Basis for Proposed Fee**

The Total Fee for Professional Services is payable monthly in proportion to services actually rendered at the hourly rates stated in this Agreement. SAS+Associates shall not be entitled to additional compensation unless the Owner authorizes the additional services in advance.

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.
- If engineering services are required SAS will work with an engineering firm to provide additional services pricing for approval with no mark up.
- 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.



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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.

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.



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- 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**

By: \_\_\_\_\_  
Luke W. Sydow, Landscape Architect

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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