

RECREATION, LIBRARIES & AUTHORITIES COMMITTEE

12-0122R

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH SAS & ASSOCIATES FOR PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF A MASTER PLAN FOR FOUR CITY PARKS (LOWER CHESTER, BRIGHTON BEACH, CHESTER BOWL AND WASHINGTON) FOR AN AMOUNT NOT TO EXCEED \$45,500.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement with SAS & Associates, substantially in the form of that on file in the office of the city clerk as Public Document No. \_\_\_\_\_, for professional services for the development of a master plan for four city parks (Lower Chester, Brighton Beach, Chester Bowl and Washington) for an amount not to exceed \$45,500, payable from Fund 205-130-1220-5530 (Parks Fund, Community Resources, Parks Capital, Improvements other than Buildings).

Approved:

*for Jeffrey J. [Signature]*  
\_\_\_\_\_  
Department Director

Approved for presentation to council:

*[Signature]*  
\_\_\_\_\_  
Chief Administrative Officer

Approved as to form:

*[Signature]*  
\_\_\_\_\_  
Attorney

Approved:

*[Signature]*  
\_\_\_\_\_  
Auditor

PARKS LE:slw 3/2/2012

STATEMENT OF PURPOSE: This resolution authorizes a consultant agreement with SAS & Associate, for an amount not to exceed \$45,500, for the development of individual master plans for improvements to each of the following parks: Lower Chester, Brighton Beach, Chester Bowl and Washington. The development of the master plans align with the parks and recreation master plan to have parks serve community needs by gathering input from each of the park's surrounding community.

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
SAS & ASSOCIATES  
AND  
CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the "Effective Date"), by and between the CITY OF DULUTH, a municipal corporation, hereinafter referred to as "City," and SAS & ASSOCIATES located at 605 Board of Trade Bldg, Duluth, MN, 55802 a corporation under the laws of Minnesota, hereinafter referred to as "Consultant" for the purpose of rendering services to the City.

WHEREAS, the City has requested assistance in preparing a Master Plan each of the following City parks (Lower Chester, Brighton Beach, Chester Bowl and Washington Square) (the "Project");

WHEREAS, Consultant submitted a Response to the City's request for assistance with the Project (the "Proposal")

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the City and as outlined in Consultant's Proposal

WHEREAS, based on the Proposal the City has selected Consultant's professional services for the Project;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services

Consultant will provide the following services described in more detail in Consultant's Proposal dated February 3, 2012 attached hereto as Exhibit A (the "Services"), provided, however, that in the event of any conflict between the terms and conditions of this Agreement and those contained in Exhibit A, the terms and conditions of this Agreement shall be deemed to be controlling:

SAS will work with City Staff, the design committee and the community to create a community based Master Plan for each of the following parks:

- Lower Chester
- Brighton Beach
- Chester Bowl
- Washington Square

II. Fees.

It is agreed between the parties that Consultant's maximum fee for the Project shall not

exceed the sum of Forty-five Thousand Five Hundred and 00/100th dollars (\$45,500.00) inclusive of all travel and other expenses associated with the Project, payable from Parks Fund 205, Department/Agency 130 (Community Resources), Organization 1220 (Parks Capital), Object 5530 (Improvements Other Than Buildings). All invoices for services rendered shall be submitted to the attention of Kathy Bergen, Parks Manager. Payment of expenses is subject to the City's T&E reimbursement policy and receipt of reasonable substantiation/back-up supporting such expenses.

Payment Schedule: Payments of the amounts listed in the following chart will be made upon percentage completion (30%, 60%, 90%, 100%) of the scheduled phases outlined in the Proposal and upon receipt by the City's Parks Manager of a progress invoice detailing the work completed to date along with any reasonable substantiation that the City may request supporting the completed work.

Professional Fees for Master Planning through Conceptual Design Phase –LOWER CHESTER Fee for Master Planning Phase (excludes survey)	\$ 4,500
Professional Fees for Master Planning through Conceptual Design Phase –BRIGHTON BEACH Fee for Master Planning Phase (excludes survey) Fee for Conceptual Development Phase	\$ 9,000 \$ 6,000
Professional Fees for Master Planning through Conceptual Design Phase – CHESTER PARK Phase I Fee for Discussion Plan Phase (excludes survey)	\$ 3,500
Professional Fees for Master Planning through Conceptual Design Phase – CHESTER PARK Phase II Fee for Master Planning Phase (excludes survey) Fee for Conceptual Development Phase	\$ 12,000 \$ 6,000
Professional Fees for Master Planning through Conceptual Design Phase – WASHINGTON SQUARE Fee for Master Planning Phase (excludes survey)	\$ 4,500
<b>BASE fee total for Professional Services</b>	<b>\$ 45,500</b>

III. General Terms and Conditions.

1. Amendments. Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.
2. Assignment. Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The Project Manager assigned to this project will be Luke W. Sydow (the "Project Manager"). The Project Manager shall be responsible for the delivery of professional services

required by this Agreement and, except as expressly agreed in writing by the City in its sole discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in substitution of the Project Manager. The foregoing sentence shall not preclude other employees of Consultant as listed herein from providing support to the Project Manager in connection with Project Manager's obligations hereunder.

3. Data and Confidentiality, Records and Inspection.

- a. The City agrees that it will make available all pertinent information, data and records under its control for Consultant to use in the performance of this Agreement, or to assist Consultant wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.
- c. Consultant agrees that all work created by Consultant for the City is a "work made for hire" and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work ("City Property"). Consultant further agrees that to the extent the work is not a "work made for hire" Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.
- d. Records shall be maintained by Consultant in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this

Agreement shall be clearly identified and readily accessible.

- f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Consultant Representation and Warranties.

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder have sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.
- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.

f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period.

The term of this Agreement shall commence on the Effective Date and performance shall be completed by March 15, 2013, unless terminated earlier as provided for herein.

The City may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor.

a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way

be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of Consultant's intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.

b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

c. Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity.

Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

8. Insurance.

a. Consultant shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota.

- (1) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
- (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
- (3) Professional Liability Insurance in an amount not less than **\$1,500,000** Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days notice prior to any cancellation or modification

shall be required; and in such event, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.

- (4) **City of Duluth shall be named as Additional Insured** under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming himself and City of Duluth. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Consultant to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.
- (5) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.
- (6) **The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.**

- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Consultant, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Consultant, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

- c. Certificates showing that Consultant is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- d. The City shall be named as an additional insured on each liability policy other than the professional liability and the workers' compensation policies of the Consultant.
- e. The certificates shall provide that the policies shall not be changed or canceled during the life of this Agreement without at least 30 days advanced notice being given to the City.

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

<b>City:</b>	City of Duluth 411 W. 1 <sup>st</sup> Street Duluth, MN 55802 Attn: Parks Manager.
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<b>Consultant</b>	SAS & Associates 605 Board of Trade Building Duluth, MN 55802 Attn: Luke W. Sydow
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10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be

conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations.

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law.

This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Force Majeure.

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter

hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

**CITY OF DULUTH**

**SAS & ASSOCIATES**

By: \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_

Attest:

Its \_\_\_\_\_  
Title of Representative

By: \_\_\_\_\_  
City Clerk  
Date:

Date:

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**PROPOSAL**



# SAS+ ASSOCIATES

605 Board of Trade Bldg. Duluth MN 55802 | phone 218.391.1335 | fax 218.722.6697 | email sas@cpinternet.com

DATE: February 3, 2012

TO: Kathy Bergen  
City of Duluth  
Parks & Recreation  
12 E. 4th Street  
Duluth, MN. 55805

FROM: Luke Sydow  
SAS+Associates

RE: City Park Master Plan Projects

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Kathy,

We appreciate the opportunity to propose on these projects, working with the City of Duluth is a pleasure and we hope to be of assistance on these projects. SAS+Associates (SAS) has been working in the Northland for 10 years and has visited the sites many times. This community experience and knowledge of the sites makes the SAS+Associates a logical choice. We could start working on this project immediately. Please call with any questions regarding this proposal. Our proposal is as follows:

**LOWER CHESTER MASTER PLAN:**

*Project Status:*

The Lower Chester Park neighborhood community has begun the design process and SAS will begin with the drawings/concepts developed to date.

*Master Planning Design Plans*

Working with the community SAS will create a community based Master Plan for the project area. Our scope of work includes:

- **Input Collection:** Working with you, neighborhood groups and the other design team members; gathering input on aspects such as current and future park uses, trail connection to Chester Creek, site elements, storm water elements, materials, landscaping, lighting, site design, grading, etc. This input could be completed through various methods varying from “private polling” to group exercises to gather community input, prioritize input and build consensus.
  - **Site Visit / Mtg. #1** on site work day with user groups, City, neighbors etc. with a presentation near the end of the day. This allows for greater flexibility of input.
- Working with Committee and community input to design preliminary Master Plans showing potential elements which may include -
  - Garden and stormwater treatment areas
  - Chester Skyline trailhead
  - Play equipment location
  - Storage building
  - Turf areas and use
  - Pedestrian circulation and connection improvements
  - Parking opportunities
  - Signage improvements for City entry locations and wayfinding
  - Etc.

- Plans shall be (24" x 36" at 1" = 30') for the areas defined in the pre proposal meeting. We will include preliminary notes on minimum sizes, finishes and materials and lighting approach (we assume a lighting concept plan is not required at this phase).
- Colored Preliminary Master Plan for presentation to the Community, design team and various regulatory agencies.
  - **Site Visit / Mtg. #2** Preliminary Master Plan Presentation (Receive Comments)
- The *Master Plan Phase* includes one round of revisions to the plans and re-submittal to the group and agencies for final plan review selection and approval. (We assume a revised rendered site plan will not be required for a re-submittal).
  - **Site Visit / Mtg. #3** Final Master Plan Presentation

Additional revisions for review or submittal to other agencies could be done as an additional service.

LOWER CHESTER	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	13-Jan
<b>SCHEDULE</b>												
A. Project Start-Up / Review of Existing Data												
-Site Visit #1		*										
B. Master Plan Design Phase												
-Site Visit #2				*								
C. Finalize Master Plan Phase												
-Site Visit #3					*							

**BRIGHTON BEACH MASTER PLAN:***Project Status:*

Lakeside Lester Park Business Group and the Lester Park Neighborhood Group will be contacted to form a Brighton Beach “design committee”? To meet the Legacy Parks Submission requirements.

*Master Planning and Conceptual Design Plans*

Working with City Staff, the design committee and the community SAS will create a community based Master Plan for the project area. Our scope of work includes:

- **Input Collection:** SAS anticipates this project will require site analysis to create a site “constraints and opportunities plan”. This plan identifies areas of interest, preservation, setbacks, slopes, etc. to create an understanding of the demands on the site. Working with you, neighborhood groups and the other design team members; gathering input on aspects such as trail connection to the shore, site elements, storm water elements, materials, landscaping, lighting, site design, grading, etc. This input could be completed through various methods varying from “private polling” to group exercises to gather community input.
  - **Site Visit / Mtg. #1** work day at \_\_\_\_\_ with user groups, City, neighbors etc. with a presentation near the end of the day. This process allows for flexible user input.
  - **Site Visit / Mtg. #2** User Input Meeting at \_\_\_\_\_ with user groups, City, neighbors etc. a presentation designed to gather additional input.
- Working with Committee and community input to design preliminary Master Site Plans showing potential elements,
  - Picnic Shelter Locations
  - Restroom Slabs
  - Trailhead building
  - Trail location from underpass
  - Turf areas/Picnic Locations
  - Wedding Locations
  - Preliminary pedestrian layout identifying areas for improved access
  - Parking opportunities
  - Signage improvements for City entry locations and wayfinding
  - Etc.
- Plans shall be (24" x 36" at 1" = 50') for the areas defined in the pre proposal meeting. We will include preliminary notes on minimum sizes, finishes and materials and lighting approach (we assume a lighting concept plan is not required at this phase).
- Colored Preliminary Master Plan for presentation to the Community, design team and various regulatory agencies.
  - **Site Visit / Mtg. #3** Preliminary Master Plan Presentation (Receive Comments)
- The *Master Plan Phase* includes one round of revisions to the plans and re-submittal to the group and agencies for final plan review selection and approval. (We assume a revised rendered site plan will not be required for a re-submittal).
  - **Site Visit / Mtg. #4** Final Master Plan Presentation

Additional revisions for review or submittal to other agencies could be done as an additional service.

*Conceptual Design Phase – Suggested due to the historic uses and location*

The plans produced during Master Plan Design Phase will be refined during this phase of work. Elements for the Conceptual Design Plans will be incorporated to create Final Concept Design Plan(s). Prior to commencing this phase of work, the proposal will be revisited to identify and verify the validity of the proposal (if survey, structural, or lighting services are required). This task includes:

- **Input Collection #2:** Refining the information gathered the Master Plan, SAS will add appropriate team members such as civil engineering, soils engineer, architecture etc. to form an inclusive team to refine the Master Plan into a Conceptual Site Plan as proposed. The additional team members will submit proposals based on the user input, community needs and City Staff.
- Defining the site elements to establish the character for the project.
- Further refine the Master Plan and character defining details.
- An updated master plans with labeled and a preliminary layout.
  - **Site Visit / Mtg. #5** (presentation with user groups, neighbors, City etc.)
- Up to two meetings with the owner and/or the design team.
- Continued coordination with the committee and the other design team members on aspects such as site design, grading concept, details, materials, site furnishings, etc.
  - **Site Visit / Mtg. #6** (Presentation /Receive Comments on “Preferred Concept Plan”)
- Cost estimate for Conceptual Plan portions of the work.
- One round of revisions to the Conceptual Plans and re-submittal to the Community for final Conceptual Design Plan approval.

Brighton Beach Master Plan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	13-Jan
<b>SCHEDULE</b>												
A. Project Start-Up / Review of Existing Data												
-Site Visit #1			*									
B. Master Plan Design Phase												
-Site Visit #2				*								
C. Finalize Master Plan Phase												
-Site Visit #3					*							
-Site Visit #4						*						
C. Concept Design Phase												
-Site Visit #5						*						
-Site Visit #6								*				



# SAS+ ASSOCIATES

605 Board of Trade Bldg. Duluth MN 55802 | phone 218.391.1335 | fax 218.722.6697 | email sas@cpinternet.com



## CHESTER BOWL MASTER PLAN:

### *PHASE I – User Input*

#### *Project Status:*

##### User Groups

Define User groups for the entire park. These user groups will identify a representative to sit on a “Master Plan Committee”

##### Master Plan Committee

The Committee will work with SAS+Associates and City Staff to expand upon the site constraints and opportunities plan to identify cursory park elements.

#### *Master Planning Design Plans*

Working with City Staff, the master plan committee and the community the SAS+Associates (SAS) will create a community based Master Plan(s) for Chester Bowl. Our scope of work includes:

- **Input Collection:** (SAS) anticipates this project will require site analysis to create a site “constraints and opportunities plan”. This plan identifies areas of interest, preservation, setbacks, slopes, etc. to create an understanding of the demands on the site. Working with you, neighborhood groups and the other design team members; gathering input on aspects such as trail connections to the neighborhoods, site elements, storm water elements, materials, landscaping, lighting, site design, grading, etc. This input could be completed through various methods varying from “private polling” to group exercises to gather community input.
- **DNR:** A preliminary aspect of Phase I will be to work with governmental agencies to determine the “requirements, suggestions and limitations”. This aspect will be incorporated into the Constraints and Opportunities” plan as an overlay.
  - **Site Visit / Mtg. #1** on site work day with user groups, City, neighbors etc. with a presentation near the end of the day. This process allows for flexible user input.
  - **Site Visit / Mtg. #2** User Input Meeting on site with user groups, City, neighbors etc. a presentation designed to gather additional input.
- Working with Committee and community input to design preliminary Discussion Plan identifying potential elements,
  - Picnic Shelter Locations
  - Update for Ski Jumps
  - DNR results
  - Bike trail
  - Ski trails
  - Building improvements
  - Speed skating
  - Pet area
  - Amphitheater/Bandstand
  - Signage improvements for City entry locations and wayfinding
  - Etc.
- Plans shall be (30" x 40" at 1" = 100') for the areas defined in the pre proposal meeting. We will include preliminary notes on rough layout of prioritized items.
- Colored Preliminary Discussion Plan for presentation to the Community, design team and various regulatory agencies.



# + ASSOCIATES

605 Board of Trade Bldg. Duluth MN 55802 | phone 218.391.1335 | fax 218.722.6697 | email sas@cpinternet.com

➤ **Site Visit / Mtg. #3** Discussion Plan Presentation (Receive Comments)

- The *Discussion Plan* includes one round of revisions to the plans and re-submittal to the agencies for final plan review selection and approval. (We assume a revised rendered site plan will not be required for a re-submittal).

Additional revisions for review or submittal to other agencies could be done as an additional service.

Chester Bowl PHASE I	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	13-Jan
<b>SCHEDULE</b>												
A. Project Start-Up / Review of Existing Data												
-Site Visit #1			*									
B. Master Plan Design Phase												
-Site Visit #2				*								
C. Preliminary Discussion Phase												
-Site Visit #3						*						

**CHESTER BOWL MASTER PLAN:  
PHASE II***Master Planning and Conceptual Design Plans*

Working with City Staff, the design committee and the community, SAS will create a community based Master Plan for the project area. Our scope of work includes:

- **Input Collection #2:** Refining the information gathered in Phase I, SAS will add appropriate team members such as civil engineering, soils engineer, architecture etc. to form an inclusive team to refine the Discussion Plan into a Master Plan and then a Conceptual Site Plan as proposed. The additional team members will submit proposals based on the user input, community needs and City Staff.
- Starting with Discussion Plan the Park will be designed as “a whole” but break the park into smaller projects to create manageable user group meetings and manageable scale products.
  - **Site Visit / Mtg. #1** On site work day(s) with ± 3 to 4 scheduled user groups per day with a short wrap up presentation near the end of the day. This process allows for specific user input and will not require everyone to be at every meeting.
  - Site Visit / Mtg. #2** On site work day(s) number two.
- Work with Committee and community input to “prioritize” preliminary Discussion Plan potential elements. Elements may be prioritized with a variety of methods and basis’s such as budget, site demands, profitability, demand, etc.
  - Picnic Shelter Locations
  - Bike trail
  - Ski trails
  - Building improvements
  - Speed skating
  - Pet area
  - Amphitheater/Bandstand
  - Signage improvements for City entry locations and wayfinding
  - Etc.
- Plan(s) shall be (24" x 36" at 1" = 50') for the areas defined during the Discussion Plan Phase but will have an overall Master Plan at 1"=100' to assure continuity. We will include preliminary notes on minimum sizes, and materials.
- Colored Preliminary Master Plan(s) for presentation to the Community, design team and various regulatory agencies.
  - **Site Visit / Mtg. #3** Preliminary Master Plan Presentation (Receive Comments)
- The *Master Plan Phase* includes one round of revisions to the plans and re-submittal to the group and agencies for final plan review selection and approval. (We assume a revised rendered site plan will not be required for a re-submittal).
  - **Site Visit / Mtg. #4** Final Master Plan Presentation

Additional revisions for review or submittal to other agencies could be done as an additional service.



*Conceptual Design Phase – Suggested due to the level of use and anticipated citizen concerns*

The plans produced during Master Plan Design Phase will be refined during this phase of work. Elements for the Conceptual Design Plans will be incorporated to create Final Concept Design Plan(s). Prior to commencing this phase of work, the proposal will be revisited to identify and verify the validity of the proposal (if survey, structural, or lighting services are required). This task includes:

- Defining the site elements to establish the character for the project.
- Further refine the Master Plan and character defining details.
- An updated master plans with labeled and a preliminary layout.
  - **Site Visit / Mtg. #5** Presentation with user groups, neighbors, City etc.
- Up to two meetings with the owner and/or the design team.
- Continued coordination with the committee and the other design team members on aspects such as site design, grading concept, details, materials, site furnishings, etc.
  - **Site Visit / Mtg. #6** Presentation /Receive Comments on “Preferred Concept Plan”
- Cost estimate for Conceptual Plan portions of the work.
- One round of revisions to the Conceptual Plans and re-submittal to the Community for final Conceptual Design Plan approval.

Chester Bowl PHASE II	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	13-Jan
<b>SCHEDULE</b>												
A. Input Collection #2												
-Site Visit #1							*					
-Site Visit #2							*					
B. Master Plan Design Phase												
-Site Visit #3									*			
C. Finalize Master Plan Phase												
-Site Visit #4										*		
D. Conceptual Design Phase												
-Site Visit #5										*		
-Site Visit #6												*



## WASHINGTON PARK MASTER PLAN:

### *Project Status:*

Lakeside Lester Park Business Group, the Lester Park Neighborhood Group and ISD 709 will be contacted to form a Washington Park "design committee"

### *Master Planning Design Plans*

Working with the community the SAS+Associates (SAS) will create a community based Master Plan(s) for the project area. Our scope of work includes:

- **Input Collection:** Working with you, neighborhood groups and the other design team members; gathering input on aspects such as trail connection to the creek, site elements, storm water elements, materials, landscaping, lighting, site design, grading, etc. This input could be completed through various methods varying from "private polling" to group exercises to gather community input.
  - **Site Visit #1** a work day with user groups at Ordean with City, neighbors, park users etc. with a presentation near the end of the day. This format allows for greater flexibility of input.
- Working with Committee and community input to design preliminary Master Site Plans showing potential elements,
  - Play equipment location
  - Tennis Court
  - Turf areas
  - Preliminary pedestrian layout identifying areas for improved access
  - Parking opportunities
  - Signage improvements for City entry locations and wayfinding
  - Etc.
- Plans shall be (24" x 36" at 1" = 40') for the areas defined in the pre proposal meeting. We will include preliminary notes on minimum sizes, locations, and materials and lighting approach (we assume a lighting concept plan is not required at this phase).
- Colored Preliminary Master Plan for presentation to the Community, design team and various regulatory agencies.
  - **Site Visit #2** Preliminary Master Plan presentation (Receive Comments)
- The *Master Plan Phase* includes one round of revisions to the plans and re-submittal to the group and agencies for final plan review selection and approval. (We assume a revised rendered site plan will not be required for a re-submittal).
  - **Site Visit / Mtg. #3** Final Master Plan Presentation

Additional revisions for review or submittal to other agencies could be done as an additional service.

Washington Square	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	13-Jan
<b>SCHEDULE</b>												
A. Project Start-Up / Review of Existing Data												
-Site Visit #1			*									
B. Master Plan Design Phase												
-Site Visit #2					*							
C. Finalize Master Plan Phase												
-Site Visit #3							*					

For clarity we have organized this response in a four park format. We understand that the projects will be overlapping and where possible SAS will streamline appropriate elements or items.

**COSTS:**

*Professional Fees for Master Planning--LOWER CHESTER*

*Fee for Master Planning Phase (excludes survey)* \$ 4,500

*Professional Fees for Master Planning through Conceptual Design Phase --BRIGHTON BEACH*

*Fee for Master Planning Phase (excludes survey)* \$ 9,000  
*Fee for Conceptual Development Phase* \$ 6,000

*Professional Fees for Master Planning through Conceptual Design Phase -- CHESTER PARK Phase I*

*Fee for Discussion Plan Phase (excludes survey)* \$ 3,500

*Professional Fees for Master Planning through Conceptual Design Phase -- CHESTER PARK Phase II*

*Fee for Master Planning Phase (excludes survey)* \$ 12,000  
*Fee for Conceptual Development Phase* \$ 6,000

*Professional Fees for Master Planning-- WASHINGTON SQUARE*

*Fee for Master Planning Phase (excludes survey)* \$ 4,500

**BASE fee total for Professional Services** \$ 45,500



# S+ ASSOCIATES

605 Board of Trade Bldg. Duluth MN 55802 | phone 218.391.1335 | fax 218.722.6697 | email sas@cpinternet.com

## HOURLY ESTIMATED (IF NEEDED)

<i>Approximate Fee for Civil</i>	\$ TBD
<i>Approximate Fee for Survey</i>	\$ TBD
<i>Approximate Fee for Lighting</i>	\$ TBD
<i>Approximate Fee for Structural</i>	\$ TBD

ESTIMATED fee total for possible Services \$ TBD

I will serve as SAS+Associates's 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. We are ready to proceed with work as soon as authorized.

SAS+ASSOCIATES

Luke W. Sydow, ASLA  
Owner