

March 14, 2013

Mr. Nate Monahan  
Parks and Recreation Program Supervisor  
CITY OF BLAINE  
10801 Town Square Drive NE  
Blaine, MN 55449

**SUBJECT: PROPOSAL FOR PROFESSIONAL SERVICES FOR  
LEGACY CREEK PARK**

Dear Mr. Monahan:

Based upon your request, we are pleased to submit this proposal to provide professional services for topographic survey, conceptual design, and development of construction documents for Legacy Creek Park.

## **PROJECT BACKGROUND/UNDERSTANDING**

Legacy Creek is an undeveloped neighborhood park within a growing residential area on the north side of the City of Blaine. The park, roughly two acres in size, will supplement existing facilities within the City park system and provide trail connections to adjacent neighborhoods.

Amenities to be incorporated into the park include separated play areas for 2–5 and 5–12 age groups, picnic pavilion, half-court basketball, and a large open green area. Pedestrian circulation will be provided within the park, providing connections to existing City routes and between amenities. All circulation routes will meet the requirements of the ADA. Pull-off parking will be provided on the east side of the park, including one accessible stall with aisle, and will be constructed as Legacy Creek Parkway is extended to the north along the proposed park.

Establishing buffers between park uses and adjacent residential properties will be essential to ensuring a good fit within the neighborhood. In addition, controlling access from the play areas to the bordering streets will be critical to the safety of the users. All elements will be designed to minimize maintenance.

## **SCOPE OF SERVICES**

We propose to carry out the work as follows:

1. Prepare a topographic survey for the park property.
2. Prepare up to six (6) concept plans for the park.
3. Prepare a preferred concept plan and cost estimate.

4. Based on approved preferred concept plan, prepare construction plans, specifications, and cost estimate. The plan set will be structured on the assumption that play equipment, picnic pavilion, and site furnishings will be purchased from and installed by a vendor to be selected by the City of Blaine.
5. Coordinate with the City-selected vendor and adjust the site plan, as needed, to accommodate site furnishings, picnic pavilion, and play equipment.
6. Prepare the Storm Water Pollution Prevention Plan (SWPPP).
7. Complete storm water calculations and submit to Coon Creek Watershed District for the purpose of obtaining required construction permit.
8. Respond to questions from bidders and prepare addenda, as needed.
9. Attend pre-construction meeting.
10. Respond to Contractor requests for information, and review applications for payment submitted by the Contractor.
11. Attend up to six (6) site construction meetings.
12. Prepare a punch list.

## **ASSUMPTIONS**

The scope of services is based upon the following assumptions:

- Play equipment, picnic pavilion, and site furnishings shall be selected by the City of Blaine and installed by the selected vendor.
- Site lighting or other electrical services are not included in this scope of work.
- Irrigation design services are not included in this scope of work.

## **SCHEDULE**

We will complete this work within a mutually agreed-upon time schedule. The prescribed tasks can be completed in approximately 120 days, contingent upon meeting schedules.

## **BASIS OF PAYMENT/BUDGET**

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses, such as printing, supplies, reproduction, etc., will be billed at cost, and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services shall not exceed \$25,000.00, including time and expenses.

**CHANGES IN THE SCOPE OF SERVICES**

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

**STANDARD TERMS AND CONDITIONS**

The attached Standard Terms and Conditions (Attachment A), together with this proposal for professional services, constitute the entire agreement between the City of Blaine and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

**NOTICE TO PROCEED**

A signed copy of this proposal or a separate letter of authorization, mailed or emailed to our office, will serve as our notice to proceed. The email address is [twold@srfconsulting.com](mailto:twold@srfconsulting.com).

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Timothy Wold, ASLA (MN)  
Associate



Ken J. Grieshaber, ASLA (MN WI)  
Principal

TBW/KJG/bls

Attachment: Attachment A – Standard Terms and Conditions

**APPROVED:**

\_\_\_\_\_  
(signature)

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.*

SRF P13261

## ATTACHMENT A

### STANDARD TERMS AND CONDITIONS

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The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

#### 2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

#### 3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

#### 4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

#### 5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

#### 6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by the CLIENT's negligent acts under this Agreement and that of its subconsultants or anyone for whom the CLIENT is legally liable.

#### 7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

#### 8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to

indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.