



Solution Blue, Inc.
444 Cedar Street 1005
Saint Paul, MN 55101

Phone: 651-294-0038
info@solutionblue.com
www.solutionblue.com

October 8, 2018

Pam Anderson
292 Design Group
3533 E Lake Street
Minneapolis, MN 55406

Re: Proposal w/ Contract for Civil Engineering, Landscape Design, Regulatory Assistance & Construction Observation services for the Mary Ann Young Senior Center in Aquatore Park in Blaine, MN

Dear Ms. Anderson,

We appreciate this new opportunity to collaborate with your 292 Design Group ("**292 Group**"). Per your request, we are submitting this proposal for professional services to be completed by a Professional Civil Engineer (PE), Landscape Designer (ASLA), and other Solution Blue Team members. The following "SCOPE OF SERVICES" outlines our services and fees (pages 2-6). Please let us know if you have any immediate questions or feedback.

Assumptions and/or Understanding of the Project:

- Site is located within the City of Blaine ("**City**"), Anoka County ("**County**") and State of MN ("**State**").
- Site is located within Coon Creek Watershed District ("**Watershed**") – the site is over 1 acres in size therefore the project will need to meet the **Watershed's** rules and regulations.
- Site is located on an existing developed parcel (9150 Central Ave. NE) owned by the **City**.
- Site is currently has existing facility and contains some existing utilities, pavements, several trees, other vegetation, signage and possibly other site features to be confirmed by Survey (by Others).
- The Senior Center ("**Owner**") is going to develop a new building (approx. 14,700 SF footprint) along with a parking lot, walkways, utilities, stormwater management features, trees, landscaping, monument signage and possibly other features to be confirmed.
- **Owner** has hired **292 Group** to lead the planning, design and regulatory approvals processes while working together with the **Owner** and other involved consultants/contractors.
- **292 Group** has requested that Solution Blue, Inc. ("**SBI**") provide this proposal for the civil engineering, landscape design, regulatory approvals assistance, bidding assistance and construction observations to help complete this project.
- The **City** has conceptual plans to re-route Ulysses Street NE through the site area and this will require coordination with the **City, Owner and SBI**.
- **Owner/292 Group** will provide **SBI** with all available architectural/structural/mechanical/electrical plans, Title Commitments, environmental data, topographical survey drawing file, Geotechnical/soils data and other related documents prepared by Others.
- This project will be a collaborative team effort between **Owner, 292 Group, SBI** and various other consultants and contractors to be determined.

SCOPE OF SERVICES

Phase 1: Schematic Design (30% CDs)

Fee: \$9,360

To complete this phase, **Owner/292 Group** will need to provide us with electronic copies of the architectural plans (.DWG and .pdf files), Structural/mechanical/electrical plans, Geotechnical/soils report, correspondence with **City/County/State/Watershed** to date, and other pertinent project plans and information.

*This phase will result in 30% plans & information for **City/Watershed** review and to obtain feedback about their regulatory guidelines in order to proceed with design and approvals.*

1. Meeting with **Owner/292 Group** to discuss the project plans, our scope and schedule
2. Analyze available project plans, survey, soils info, environmental data and other pertinent info
3. Field investigation to verify certain site features and inspect the current conditions
4. Prepare Schematic Site Plan
5. Prepare Schematic Removals & Erosion Control Plan
6. Prepare Schematic Grading & Drainage Plan
7. Prepare Schematic Utility Plan
8. Perform preliminary Stormwater Modeling & Calculations
9. Prepare Schematic Stormwater Management Plan
10. Prepare Schematic Landscape Plan
11. Prepare Schematic Civil & Landscape Details
12. Correspondence with **Owner/292 Group** about schematic plans and coordination items
13. Meeting with **Owner/292 Group** to review plans prior to **City/Watershed** submittals
14. Update plans and details per feedback from **Owner/292 Group**
15. Submit draft plans to **Owner** who will compile all plans for submittal to **City/Watershed**

Phase 2: Design Development (70% CDs)

Fee: \$10,320

To complete this phase, Phase 1 will need to be completed and feedback received from the **City/Watershed** about their requirements and related approvals. Additionally, we will need to meet with **Owner/292 Group** to re-confirm the final project objectives & scope, coordination items and the final steps prior to construction.

*This phase will result in 70% plans & information for **City/County/State/Watershed** review and to help obtain feedback about the final approvals*

1. Correspondence with **City/County/State/Watershed** about project plans
2. Meeting with **Owner/292 Group** to discuss **City/County/State/Watershed** feedback and final plans
3. Update Site Plan
4. Update Removals & Erosion Control Plan
5. Update Grading & Drainage Plan
6. Update Utility Plan
7. Update Stormwater Modeling & Calculations
8. Update Stormwater Management Plan
9. Update Landscape Plan

10. Update Civil & Landscape Details
11. Correspondence with **Owner/292 Group** about updated plans and coordination items
12. Submit Plans to **Owner** who will compile all plans for submittal to **City/County/State/Watershed** for review and feedback on approvals

Phase 3: Final Design & Approvals (100% CDs)

Fee: \$11,160

To complete this phase, Phase 2 will need to be completed and feedback received from the **City/County/State/Watershed** about their final requirements for approvals and permits. Additionally, we will need to meet with **Owner/292 Group** to re-confirm the final project objectives, coordination items and the final steps prior to construction.

*This phase will result in 100% CD plans & information for **City/County/State/Watershed** review and to help obtain the final approvals and permits needed prior to construction. Also, the Final Plans will be provided to **Owner** for bidding purposes.*

1. Correspondence with **City/County/State/Watershed** about project plans and to confirm final approvals
2. Meeting with **Owner/292 Group** to discuss **City/County/State/Watershed** feedback and final plans
3. Update Site Plan
4. Update Removals & Erosion Control Plan
5. Update Grading & Drainage Plan
6. Update Utility Plan
7. Update Stormwater Modeling & Calculations
8. Update Stormwater Management Plan & Report
9. Update Landscape Plan
10. Update Civil & Landscape Details
11. Prepare Civil Specification (8.5"x11" Spec Book) sections 31-33
12. Correspondence with **Owner/292 Group** about updated plans and coordination items
13. Submit Plans to **Owner** who will compile all plans for submittal to **City/County/State/Watershed** for final review and approvals
14. Correspondence with **City/County/State/Watershed** about final approvals
15. Adjust final plans (if needed) for **City/County/State/Watershed** final approvals and permits

Phase 4: Construction Bidding Assistance & Observations

Fee: \$3,600

To complete this phase, Phase 3 will need to be completed or to substantial completion.

This phase will result in assistance with various items during bidding and construction.

1. Responses to contractor bidding questions and answers to RFI's
2. Review contractor shop drawings for approval
3. Pre-construction meeting with **Owner/292 Group** and Contractor(s)
4. Five (5) site inspections during construction
5. Final completion site inspection & punchlist with **Owner/292 Group** and Contractor(s)

Note: **SBI** shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall **SBI** have authority over or be responsible for means, methods, techniques, sequences, and/or procedures of construction selected and/or used by any contractor, for safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of any contractor to comply with the local, state, federal and/or other Laws and Regulations applicable to such contractor's furnishing and performance of their work.

Table 1: Fee Summary

PHASES of WORK	FEES
Phase 1: Schematic Design (30% CDs)	\$ 9,360
Phase 2: Design Development (70% CDs)	\$ 10,320
Phase 3: Final Design & Approvals (100% CDs)	\$ 11,160
Phase 4: Construction Bidding Assistance & Observations	\$ 3,600
Total =	\$34,440

Exclusions:

The following list of items and services are excluded from our proposal. This is not a complete list of excluded items, but rather just the immediate ones associated with this project.

1. **City, Watershed, County, State, Federal** and/or other regulatory permit applications and/or fees
2. Bond, letter of credit, or cash escrow for improvements as required by **City, Watershed, County**, etc.
3. Any other regulatory agency applications and/or fees
4. Analysis, Design and/or Plans for Any Area(s) Outside the Project's Boundary
5. Wetland Planning, Support and/or Plans for On-site Wetland Mitigation
6. Tree Inventory and/or Mitigation Plans
7. Architectural Design and/or Plans
8. Mechanical Design and/or Plans
9. Electrical Design and/or Plans
10. Structural Design and/or Plans
11. Playground Design and/or Plans
12. Geotechnical Testing, Engineering and/or Plans
13. Cut-fill Analysis and/or Calculations
14. Waterproofing Design and/or Plans
15. Groundwater Analysis, Design and/or Plans
16. Underground Parking Design and/or Plans
17. Staging and/or Demolition Control Plans
18. Traffic Analysis, Design and/or Plans
19. Circulation and/or Construction Control Plans
20. Site Lighting and/or Photometrics Plan
21. Irrigation Design and/or Plans
22. Environmental Testing and/or Engineering
23. Phase I and/or Phase II Reports
24. Approvals for Hazardous/Toxic Waste
25. Remediation Planning, Design and/or Remedial Action Plan (RAP)
26. Vapor Analysis, Design and/or Plans
27. Lift Station Engineering and/or Plans
28. Trunk Sewer Design and/or Plans
29. Monument Signage and/or Streetscape Design
30. FEMA Floodplain Related Work
31. Retaining Wall Design and/or Plans for Walls Taller than 4 feet
32. LEED® Analysis, Design, Modeling and/or Documentation Work
33. Minnesota B3 Analysis, Design, Modeling and/or Documentation Work
34. Construction Cost Estimates
35. Construction Testing
36. Construction Staking
37. Construction Management
38. Design and/or Plans for Construction Change Orders
39. Plat Preparation and/or Plat Work
40. As-Built Land Surveying and/or Plans
41. Title Search and/or Title Commitment
42. Legal Work
43. Presentation Documents
44. Printing plans/files for **City, Watershed, County, State, Federal** and/or other project submittals

CONTRACT AGREEMENT

Compensation

The cost to complete the proposed phases has been provided within the previous pages. Work payments shall be invoiced as the Services are performed by **Solution Blue, Inc. ("SBI")**. **292 Group ("Client")** shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If payment is not maintained on a thirty (30) day current basis, **SBI** shall suspend further performance until payments are current. **Client** shall notify **SBI** of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. **Client** shall pay an additional charge of one and one-half percent (1.5%) per month or the maximum percentage allowed by law, whichever is the lesser, for any past due amount. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party.

Schedule

The project duration described for each phase is dependent upon several factors including, but not limited to authorization to proceed, analysis and design timelines, City/County/State/Watershed/Federal review schedules, work items by other consultants/contractors, weather forecast, construction schedule, and various other factors. We will do our best to perform the work as efficiently as possible to ensure the project is completed in a timely manner. Our **SBI** team is ready to start the project upon authorization by **Client**.

Professional Responsibility

SBI is obligated to comply with applicable standards of professional care in the performance of the Services. **Client** recognizes that opinions relating to environmental, geologic, utility, and geotechnical conditions are based only on the available information. **SBI** is not responsible for advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism. Additionally, **SBI** is not responsible for any forces of nature including rain, intense rainfall, flooding, erosion issues, snow/ice or other possible conditions.

Responsibility for Others

SBI shall be responsible to **Client** for **SBI** Services and the services of **SBI** subcontractors. **SBI** shall not be responsible for the acts or omissions of other parties engaged by **Client** nor for their design and/or construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

Documents

Provided that **SBI** has been paid for the Services, **Client** shall have the right to use the documents, maps, photographs, drawings and specifications resulting from **SBI** efforts on the project. Reuse of any such materials by **Client** on any extension of this project or any other project without the written authorization of **SBI** shall be at **Client's** sole risk. **SBI** shall have the right to retain copies of all such materials. **SBI** retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its' Services.

Authorization

If you are in agreement with this proposal, please sign, date, and return this contract to **SBI** via U.S. mail or email at your earliest convenience. We will submit an invoice on a monthly basis and we expect payment within thirty (30) days. This proposal shall be valid for sixty (60) days from the date of publication.

Signature (Authorized Officer)

Printed Name

Organization & Title

Date

If you have any questions or feedback, please contact us at your convenience. We look forward to this new opportunity to collaborate with your MSP Commercial team!

Sincerely,



John Hink
President