

**Wayzata City Council Workshop Meeting Agenda
Wayzata City Hall Community Room, 600 Rice Street
Tuesday, February 20, 2018**

WORKSHOP TOPICS FOR DISCUSSION:

- | | |
|---|--------|
| 1. City Water/Utility Tour - meet at Water Plant 3 near the Bell
Tennis Courts/Water Tower (4:15 p.m.) | Page 3 |
|---|--------|

Dinner Available for Wayzata City Council - Conference Room
(5:30 p.m. or immediately following)

- | | |
|--|--------|
| 2. Discussion of Design Services for Lake Effect Project (6:00
p.m. or immediately following) | Page 4 |
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City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

Mayor:

Ken Willcox

City Council:

Dan Koch

Johanna McCarthy

Alex Plechash

Steven Tyacke

City Manager:

Jeffrey Dahl

Date: February 15, 2018

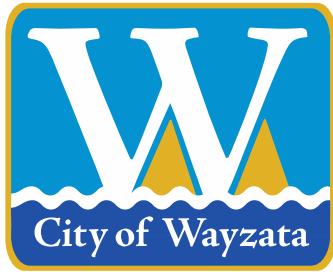
To: The Honorable Mayor and Members of the City Council

From: Jeffrey Dahl, City Manager

Work Shop: City Water/Utility Tour

Update

Public Works Staff will be providing a tour of the City's Water Treatment Plant at Gardner Street and Minnetonka Avenue at 4:15 pm on Tuesday, February 20th. We will meet at Water Plant #3 (near the Bell Tennis Courts/Water Tower) for a brief tour of the facility and then head back to City Hall for dinner.



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Date: February 15, 2018

To: The Honorable Mayor and Members of the City Council

From: Jeffrey Dahl, City Manager

Work Shop: Discussion of Design Services for Lake Effect Project

Update

Now that the City has allocated funds for design of the Lake Effect Project and the Environmental Assessment Worksheet process is nearly complete, it can move forward with securing a consultant to lead the design process over the next year and construction of the Lake Street/Plaza components in 2019.

Background

During mid-2015, an extensive RFP process was conducted by the City in order to select the best possible design firm in the Country to produce an award-winning schematic design for the transformative Lake Effect Project---please see the attached RFP and memo from Groundworks summarizing the RFP selection process. In October of 2015, the City approved the attached contract with Civitas.

Over the fall of 2015 and winter/spring of 2016, Civitas went to work. They engaged the community and produced a schematic design for the Lake Effect Project that was ultimately accepted by the City Council in May and a scope of which was approved Summer of 2016.

Now that the momentum of the project continues to build and funds have been allocated for the next step of the process, the City will need to decide whether it is going to continue its relationship with Civitas or conduct another RFP process. The pros and cons of both alternatives will be discussed at the work shop.

Conclusion

Attached is a proposal from Civitas to lead the design services for the remaining public engagement, design, and construction administration. The fees proposed are consistent with the most up to date Lake Effect budget.

Staff is looking for discussion on this item with a potential next step of considering the proposal for design services from Civitas at a Council Meeting in March. At the March meeting, Scott Jordan from Civitas would attend and answer any questions from the Council.

Attachments

1. Draft Proposal from Civitas for Design Services for the Lake Effect Project, dated February 12, 2018
2. Lake Effect RFP, undated
3. Memo from Groundwork, dated October 1, 2015
4. Professional Services Agreement between City of Wayzata and Civitas, dated October 14, 2015

February 12, 2018

CIVITAS

City of Wayzata
600 Rice Street
Wayzata, MN 55391
(952) 404-5300
Jeff Dahl, City Manager

>Urban Designers
>Landscape Architects
>Planners

Re: Civitas Job 2-15-0032

Dear Jeff,

Thank you for the opportunity to continue working on this transformative project. As the team responsible for establishing the vision for the Lake Street and Lake Walk improvements, we have developed a deep understanding of the project, the city and the community. We look forward to utilizing the institutional knowledge we have developed to aid the city in realizing this vision. As the project moves from early visioning into technical design and documentation we have supplemented our core team with technical consultants with expertise in Structural Engineering, Electrical Engineering/Lighting Design, Irrigation Design, and Traffic Engineering.

Please review the attached Scope of Services. If more clarification is needed, I would be happy to meet with you to review the document in detail.

If the content is acceptable, please sign and return a digital copy to me. This will finalize our agreement and we will begin work immediately. Or, if you prefer, you may attach this document to your standard agreement form.

Again, thank you for this opportunity. Please give me a call should you have any questions or comments.

Sincerely,

Scott Jordan
Treasurer

cc: SH, SM
Attachments

1200 Bannock Street
Denver, CO 80204
T: 303.571.0053
F: 303.825.0438
www.civitasinc.com

CONSULTING SERVICES AGREEMENT:
PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES
FOR WAYZATA LAKE STREET, LAKE STREET PLAZA AND LAKE WALK



CIVITAS PROJECT# 2-15-0032

PROJECT INFORMATION

Owner:

City of Wayzata
600 Rice Street
Wayzata, MN 55391
(952) 404-5300
Jeff Dahl, City Manager

Landscape Architectural Consultant:

Civitas, Inc.
1200 Bannock Street
Denver, CO 80204
(303) 571-0053 phone
Scott Jordan, Principal in Charge
Sarah Maas, Project Leader

Subconsultant(s) to Civitas:

Civil Engineering

Solution Blue
444 Cedar Street, Suite 1005
Saint Paul, MN 55101
(651) 294-0038
Mitchell Cookas, Vice President

Architect

Snow Kreilich Architects
219 North Second Street, Suite 200
Minneapolis, MN 55401
(612) 359-9530
Matthew Kreilich, Partner

Ecologist

Applied Ecological Services, Inc.
21938 Mushtown Road
Prior Lake, MN 55372
(952) 447-1919
Doug Mensing, Senior Ecologist

Traffic Engineer

SRF Consulting Group, Inc.
One Carlson Parkway North, Suite 150

Minneapolis, MN 55447
(763) 249-6728
Matt Hansen, Principal



Irrigation Consultant

Water In Motion
175 James Avenue North
Minneapolis, MN 55405
(844) 797-9713
Tim Malooly, Owner

Structural Engineer

Eriksen Roed & Associates
2550 University Avenue West Suite 201-S
Saint Paul, MN 55114
(651) 251-7578
Paul Bakke, Senior Project Manager

Electrical Engineer

LKPB Engineers
3001 Broadway St. NE Suite 601
Minneapolis, MN 55413
(612) 540-5020
John Killeen, Principal

SITE INFORMATION

Jurisdiction: Wayzata, MN
Total Site Area:
Total Project Budget: \$12,000,000 (\$4,000,000 for Lake Street and Lake Street Plaza,
\$8,000,000 for Lake Walk)
Total Sitework Budget: \$4,000,000 (for construction of Lake Street and Lake Walk)

GENERAL SCOPE OF SERVICES

The Wayzata Lake Effect Schematic Design Book, outlines the community-led vision for Wayzata's most important community resource, its lake edge. This scope of work is focused on evolving the vision, moving from visioning level documents into design and construction level documentation. Key to the transition from visioning to design is fitting the design into real-world conditions based on an actual survey to be provided by the City. As currently proposed the project has been divided into two separate but concurrent projects.

Project 1- Lake Street and Lake Street Plaza

The Lake Street and Lake Street Plaza designs will be inclusive of the Design Validation, Design Development, Construction Documents and Construction Phase Services. The Lake Street Scope of Services include:

- Roadway and sidewalk improvements along Lake Street between Broadway and Barry, with enhanced materials and finishes between Broadway and Walker.
- Intersection improvements along Lake Street at Barry, Manitoba, Minnetonka, Walker and Broadway.
- Design and Improvements to the Lake Street Plaza bound by Lake Street on the north, the Existing Railroad tracks on the south, Broadway on the east and Walker on the West.

Project 2 – Lake Walk

The Lake Walk studies will include Design Validation and Design Development drawings. The intent of this scope of work is to refine the proposed design and define the final project conditions. Included in this scope of work are final plan renderings and perspective graphics to depict the proposed improvements. Note: Construction Documents and Construction Phase Services are excluded from this agreement for the Lake Walk project. The Lake Walk Scope of Services include:

- Lake Walk design from the Eco Park on the east and the Depot Park on the west.
- Park design for the Eco Park and Depot Park.
- Restroom and Shade Structure at the Depot Park.
- Enhance railroad crossings at Broadway and Barry.
- Improvements to the Section Foreman House are not included in this scope of work

COMMUNITY OUTREACH

Building upon the outreach process completed during the Schematic Design Phase, this scope of work will utilize the following methods to maintain a transparent and open design process through regular touch points during the Design Validation and Design Development phase of the project.

1. Stakeholder Meetings
These would be meetings with individual stakeholders and adjacent property owners to understand their thoughts and concerns related to the potential impact to their properties, and to keep them up to speed on the overall design.
2. Technical Advisory Committee
These meetings would include all of the same agencies that participated in the schematic phase, as well as any other permitting agencies that will ultimately be responsible for approving specific components of the project.
3. City Council Meetings
Unlike the previous phase where community meetings were held to determine the direction and vision with the community, the technical phases of the project is implementing the approved vision. As such the communities exposure to the project will occur during regular updates at regularly scheduled City Council meetings, where updated designs and details will be presented.

Task 1 DESIGN VALIDATION

8 weeks

During the approvals process of the Schematic Design Phase, a series of questions were raised related to the proposed improvements for the Lake Street Plaza and the Depot Park areas of the project. At the time of City Council Approval it was agreed that when the project moved into the more detailed design after a comprehensive survey was completed the design team would explore the following components to determine if/how the proposed design should be adjusted, and how the proposed improvements work with more detailed site information;

1. Lake Street Plaza
As the Schematic Design was completed the City of Wayzata moved ahead with and completed construction of the Mill Street Parking Garage. With this facility fully operational, it changes the need for the Lake Street Plaza to accommodate parking. As such the design should consider the quantity of hardscape vs. garden type spaces.
2. Depot Park
During Council work sessions concerns were raised about the overall composition of the proposed Depot Park improvements with regards to the quantity and location

of walls, and the size and location of the Restroom and Shade Pavilion. The overall sense from the community was that a more traditional passive park space for residents to sit and enjoy the lake experience was preferred.

Building upon the work completed during the Visioning and Schematic Design phases of the project, the Civitas team will validate and test the Schematic Design drawings against the updated Survey that is to be provided by the City of Wayzata. The focus of this validation effort will be on testing the proposed streetscape improvements, and exploring the redesign/validation of the Lake Street Plaza and Depot Park.

Meetings

• Design Team Meetings in Wayzata	2
• Design Team Meetings via conference call	2
• Stakeholder Meetings (Adjacent Property Owners)	6
• Tech Advisory Committee Meetings	2
• Community Meeting	1

Deliverables – Lake Street, Lake Street Plaza, and Lake Walk

- Traffic Study for Lake Street Improvements
- Update Plan Rendering
- Lake Street Sectional Renderings
- Updated Perspective Renderings up to (5) five

Task 2 DESIGN DEVELOPMENT

16 weeks

After the completion of the Design Validation Phase, the Civitas team will prepare Design Development Documents. This phase of the work scope will include design refinement charrettes with City staff and the internal design team to further evaluate the design concepts, relative costs, the materials to be used and the construction methodologies to be employed in the construction phase. Final Design Development Documents include all necessary design and engineering frameworks and plans/details (included but not limited to grading, layout, civil, utility, architecture (if required), structural, lighting, planting and irrigation), sections, elevations, details and outline specifications necessary to obtain approvals and inter-team coordination. The Civitas team will work closely with the City staff and the technical advisory committee to ensure the project meets all city and regulatory requirements, is tracking with the overall project budget and the deliverables meet City standards.

Meetings

• Design Team Meetings in Wayzata	3
• Design Team Meetings via conference call	3
• Stakeholder Meetings (Adjacent Property Owners)	6
• Tech Advisory Committee Meetings	2
• Community Meeting	1

Deliverables – Lake Street, Lake Street Plaza, and Lake Walk

- 100% DD Technical Drawings
- Outline Specifications
- Updated Opinion of Probable Construction Costs
- Update Plan Renderings
- Updated Perspective Renderings up to (5) two

NOTE: Only the Lake Street and Lake Street Plaza improvements are included in this scope of work for Task 3, Task 4, and Task 5.

Task 3 CONSTRUCTION DOCUMENTS

28 weeks

Upon completion of the DD phase, Civitas and the entire design team will prepare final Construction Documents for bidding and final contract negotiation. Civitas will lead this process. The Construction Documents include: construction plans, construction specifications, and construction sections/details necessary to construct the Park scope of improvement. The Civitas team will be responsible for the design, inner-team coordination and delivery of all construction documents necessary to complete the scope within the site boundary and within the defined project construction budget. The Construction Document phase will include City Plan review /referral comment process checks at 50% and 100% stages of the Construction documentation process.

Assumed in this phase of the scope of work are permit approvals through the City of Wayzata and the NPDES Permit.

Meetings

- Design Team Meetings in Wayzata 4
- Design Team Meetings via conference call 4
- Tech Advisory Committee Meetings 3

Deliverables- Lake Street and Lake Street Plaza ONLY

- 50% CD Technical Drawings
- 50% CD Specifications (CSI Format) – Division 1 to be provided by the City of Wayzata
- 100% CD Technical Drawings
- 100% CD Specifications (CSI Format) – Division 1 to be provided by the City of Wayzata

Task 4 BIDDING AND AWARD OF CONTRACT

6 Weeks

Civitas and the design team will support the City during the bidding process, attending a Pre-Bid Conference to clarify scope and explain significant features to prospective bidders and to walk the site. As needed Civitas will assist the City in the preparation of addenda, review of qualifications and of bids.

Meetings

- Pre-bid Conference in Wayzata 1
- City of Wayzata Meetings in Wayzata 1
- Design Team Meetings via conference call 1

Deliverables

- Bid Package preparation
- Bid Addendum & drawing revisions

Task 5 CONSTRUCTION PHASE SERVICES

24 weeks

Our construction phase services will be led by Solution Blue, who will conduct weekly site visits, documented with field reports. They will also act as the design team's prime contact

when questions or issues arise during the process. During construction, the design team will assist the city in the review of the work in process. We anticipate that this will include attendance at a Pre-Construction Meeting(s), review of submittals and shop drawings, and preparation of drawing clarifications as needed.

The design team anticipates regular visits by other consultants as necessary to the site during construction to review the work in progress. These visits will be documented with Field Reports. Members of the design team will attend periodic construction team planning sessions, initial site walks to punch list completed work, final site walk for final acceptance and warranty period site walk. In this phase we will prepare all necessary field reports, punch lists, prepare necessary change orders, review all submittals and shop drawings, review the as built conditions and prepare final as built drawings in digital CAD and PDF formats.

Meetings

- Construction site walks (Civitas) 16

Deliverables

- Field reports for construction progress
- Written and graphic RFI responses to field conditions
- Review of all submittals and shop drawings
- Punch lists and final acceptance reviews and letters

DETAILED FEE BREAKDOWN

Design Validation

Project 1 – Lake Street and Lake Street Plaza	\$ 86,150
Project 2 – Lake Walk	\$ 79,850
	\$ 166,000

Design Development

Project 1 – Lake Street and Lake Street Plaza	\$ 127,500
Project 2 – Lake Walk	\$ 245,000
	\$ 372,500

Construction Documents

Project 1 – Lake Street and Lake Street Plaza	\$ 130,500
	\$ 130,500

Construction Phase Services

Project 1 – Lake Street and Lake Street Plaza	\$ 94,000
	\$ 94,000

TOTAL DESIGN FEES \$763,000

Reimbursable

Reimbursable (including Travel) \$ 35,000

TOTAL FEES \$798,000

ASSUMPTIONS

- A. Only submittals noted under deliverables are included. If additional submittals are required or multiple updates to submittals are required, additional fee will be necessary.
- B. Presentation models and 3D animations are not included, but can be performed as additional services to the agreement as directed by the Client.
- C. All submittals will be in digital format. All submittal hardcopies including Mylars to be provided by Client.
- D. All drawings to be completed in AutoCAD format.
- E. Maintenance Manual is not included, but can be performed as an additional service.
- F. Only the services and meetings outlined above are included in this scope of work, if additional meetings or studies are required, additional fee in the form of an additional services agreement will be required.
- G. We have assumed a 24-week period for Construction Phase Services. Once a contractor has been selected and a construction schedule is completed, if the anticipated Construction period exceeds the anticipated timeframe by greater than 2 weeks, additional fees will be necessary and will need to be negotiated through an additional services agreement. Please refer to the graphic schedule attached as exhibit 1 for additional detail.
- H. City of Wayzata to provide Division 1 and all Bid RFP and Bid Form Documents.

FORM OF CONTRACT

Labor for services described in this proposal would be provided under a fixed-fee agreement, with subconsultants and reimbursable expenses included in the fee.

REIMBURSABLE EXPENSES

Normal reimbursable expenses include local travel within the Denver metropolitan area, printing, delivery services, and photo reproduction. Expenses will be billed at cost plus 10%. Printing multiple copies of approval and bid documents is not included.

TRAVEL

Travel outside the Denver metropolitan area is anticipated. Expenses related to such travel will be billed in accordance with other project reimbursable expenses as detailed above.

ADDITIONAL SERVICES

When the Owner or Client requests activities and/or work products that are above and beyond the Scope of Work in this proposal, an Additional Services request will be made by Civitas to the Owner/Client. This request must be approved by the Owner/Client prior to Civitas beginning the additional work. Based on the Owner's/Client's and Civitas' needs, the additional service may be considered an additional billing group, or may be included in the overall contract amount.

BILLING RATES

Senior Principal	\$275.00/hr
Principal	\$225.00/hr
Principal 1	\$190.00/hr
Project Director	\$190.00/hr
Senior Project Leader I	\$130.00/hr
Project Leader	\$110.00/hr
Designer III	\$100.00/hr
Designer II	\$90.00/hr
Designer I	\$80.00/hr
Tech/Clerical	\$80.00/hr

ACCEPTANCE

Signature	_____	Signature	_____
Date	_____	Date	_____
Name	Scott Jordan - Treasurer	Name	_____
Company	Civitas	Company	_____
	1200 Bannock Street		
	Denver, CO 80204		
Phone	(303) 571-0053	Phone	_____
Fax	(303) 825-0438	Fax	_____

Please sign and return a digital copy to Civitas Inc.

TERMS OF AGREEMENT



- A. STANDARD OF CARE: The services provided by Consultant pursuant to this Agreement shall be performed with that degree of care and skill normally exercised by design professionals of similar experience working under the same or similar conditions in the same locale.
- B. TERMINATION CLAUSE: This Agreement may be terminated by either party upon seven (7) days written notice, at which time and invoice for final payment shall be sent by Consultant to Client for payment of all work completed to the date of notice.
- C. RESPONSIBILITIES OF CLIENT: The Client shall provide all criteria and information as to the requirements for the Project to the Consultant.
- D. NONDISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, Consultant agrees that in its employment decisions (including but not limited to hiring, firing, promotion, demotion, compensation and other terms and conditions of employment), it will not engage in unlawful discrimination on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. This provision does not create rights in any third party.
- E. INVOICING: Consultant will invoice Client monthly, and invoices are due upon receipt by Client.
- F. REIMBURSABLES: Reimbursable expenses include but are not limited to out of pocket expenses such as progress and presentation printing, telephone, mileage costs, travel, delivery services and photo reproduction. Expenses will be invoiced at cost plus 10%.
- G. CHANGE IN SCOPE OF SERVICES: In the event of a change in the scope of services, Consultant shall be entitled to additional compensation as mutually agreed by Consultant and the Client in writing. Such additional services will not commence until written approval is provided from Client.
- H. OWNERSHIP OF DRAWINGS: Original drawings and other documents are Instruments of Service and are the property of Client whether the project for which they are made is completed or not. The Consultant and Client both retain rights for the reproduction and publication but not for the application of work products under this scope or other projects.
- I. CREDIT FOR WORK: Consultant reserves the right to utilize information produced during the work of this Agreement for promotional and educational purposes. Consultant shall give appropriate credit to Client in any publicity releases, awards submissions, publications, and on-site signs which identify other professionals and/or contractors working on this Project.
- J. LIMITATIONS: Civitas shall not be liable to the Client for incidental, indirect or consequential damages arising out of or connected to this Agreement, including but not limited to loss of use, loss of profits, lost income, unrealized energy savings, diminution in property value.

Wayzata Lake Effect Schedule

- Primary Firm
- Support Firm
- Task Duration
- Meeting
- Community Meeting



Lake Effect: Signature Project

Request for Proposal

An RFP sponsored by the City of Wayzata

wayzatalakeeffect.com



Introduction

Lake Minnetonka is an asset that defines the identity of Wayzata, is an invaluable resource that improves the quality of life for residents and visitors through access to open space, nature and recreation, and contributes to the social, economic and environmental success of the region.

It is within this context that the City of Wayzata initiates a Request For Proposal for The Lake Effect: Signature Project — a proposed revitalization of Wayzata's lakefront. This project is introduced in the Implementation Strategy for the Lake Effect Framework (See Appendix B) and builds on the Lake Effect Framework (See Appendix B).

Project Particulars

Location Background

Since the initial platting by Oscar Garrison in 1854, Wayzata and its citizens have been stewards of one of the region's most prized resources, Lake Minnetonka. Wayzata serves as a gateway to the state's ninth largest lake with over 120 miles of shoreline and nearly 15,000 acres of water. Because of its ease of access and unique location, Wayzata has historically hosted the regions greatest attractions, including the 160' City of St Louis, the first inland vessel in the United States to boast electric lighting. The construction of the Wayzata Depot in 1906 was arguably one of the finest railroad facilities in the entire Great Northern Rail system. Whether arriving by rail from distant destinations thousands of miles away until 1971 or commuting a mere thirteen miles from the center of downtown Minneapolis on today's modern roadways, visitors and residents alike have sought Wayzata as one of the region's greatest destinations for over 140 years. Today, despite Wayzata's relatively small population, it is an economic powerhouse with a residential market tax base of \$1.1 billion and a total tax base of \$1.6 billion.

Site Description

The lakefront is a convergence of many assets, challenges and opportunities. The strategic site encompasses land between the historic Section Foreman House and Shaver Park and between Lake Street and Lake Minnetonka. Important destinations and physical features include the Great Northern Depot, Wayzata Boat Works, public boat docks, the Dakota Bike Trailhead and commercial businesses. (See Appendix A)

A major challenge of the site is the active rail line that separates the lakefront from the city. The opportunity exists to transform the current situation, to bring the lake back into the foreground and create a well-connected public amenity that addresses the needs of a broad constituency.

Project Scope

Goals and Team Composition

The Lake Effect: Signature Project will build on existing physical assets, previous plans and proposals for the area, as well as past exercises in community engagement (see Appendix B). At the same time the selected design team will investigate new opportunities for programming, connectivity, sustainability, infrastructure and public space for the site and adjacent areas to create a forward thinking, year-round, multifunctional destination that reflects the community's values.

The small, interdisciplinary team should have a strong emphasis on urban design and landscape architecture and have the proven ability to unravel a complex, multi-dimensional network of systems and piecemeal features to create a comprehensive integrated whole.

Project Deliverables

The selected Lake Effect: Signature Project design team will create a concept for the site that includes but is not limited to five components:

- Development of critical connections from neighborhoods and adjacent uses, including pedestrian, bicycle, boat and vehicular circulation as well as addressing connections related to the railroad line.
- A schematic design of all physical features
- Estimates of capital costs and long-term maintenance and operations
- A construction phasing plan
- The Lake Effect: Signature Project design team will provide supporting materials focused on visual presentation materials to be used to effectively communicate ideas to cultivate support and financing (see Project Deliverable Format below).

Note: Selected Lake Effect: Signature Project design team will make approximately 4 visits — including research, staff and stakeholder meetings, and community engagement — with project delivery early second quarter 2016.

Project Deliverable Format

Final design will be presented in multiple venues from lay people to design professionals. The Lake Effect: Signature Project project deliverables must be in the form of stand-alone presentations, displayed in public presentations, online and in print documents. Submissions must communicate ideas in a clear and compelling manner that expresses the unique character of the design and team to a variety of audiences.

- For public presentations a variety of formats can be handled including Powerpoint, Keynote and Adobe
- Preferred printable document format is PDF
- Separate images should be JPG at 300dpi

RFP Particulars

Submission Requirements

- Letter of interest expressing why your team would like to participate in the project, what are its distinguishing characteristics and what is your philosophical approach to the project;
- A one-paragraph bio and two-page resume/CV for each lead team member (there should be no more than 3-4 lead team members);
- Up to three examples of projects by lead team members that exemplify experience and expertise in relevant areas or established creative problem solving skills in similarly complex projects.
- Proposed concept development process and fee schedule
- The submission packet should be no more than 32 pages in PDF format.

Design Team Selection

RFP submissions will be judged by a panel of representatives from the sponsoring institution, community stakeholders and industry experts.

Up to three teams will be short-listed and interviewed by the panel. The teams will also be expected to give a public presentation of their portfolio of relevant work. Selection criteria will be based on team composition, qualifications and competitive fee and process proposal.

Key Dates

RFP announcement: 3 June 2015

RFP submission deadline: 10 July 2015

Shortlist announcement: 5 August 2015

Team Interview: 18-20 August 2015

Team selection announcement: 2 September 2015

Wayzata City Council approval: 15 September 2015

Eligibility

The Lake Effect: Signature Project is open to all design professionals and professionals with supporting expertise.

Contact and Entry Submission

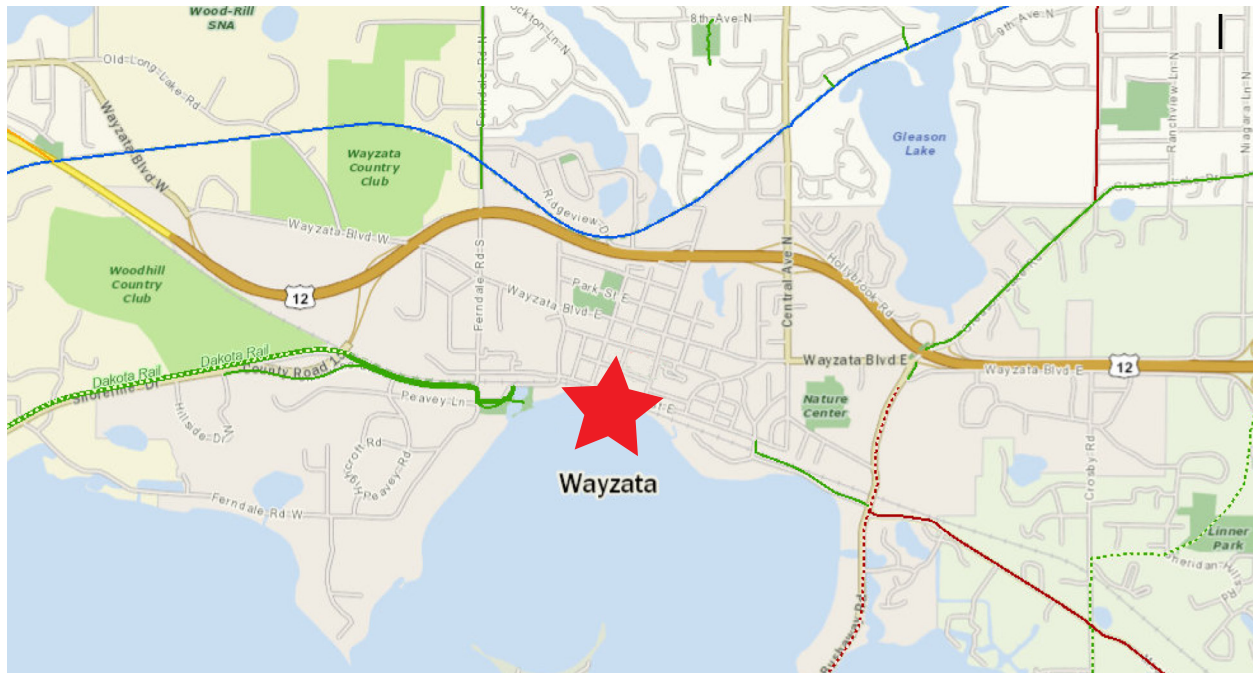
All communication should be sent via email to Mary deLaittre: mary@groundworkcitybuilding.com

All relevant questions will be posted with answers in an FAQ portion of the Lake Effect website — www.wayzatalakeeffect.com

Entries Due On or Before 4pm CST, Friday 10 July 2015. Submissions should be delivered via email, Dropbox or similar platform to mary@groundworkcitybuilding.com.

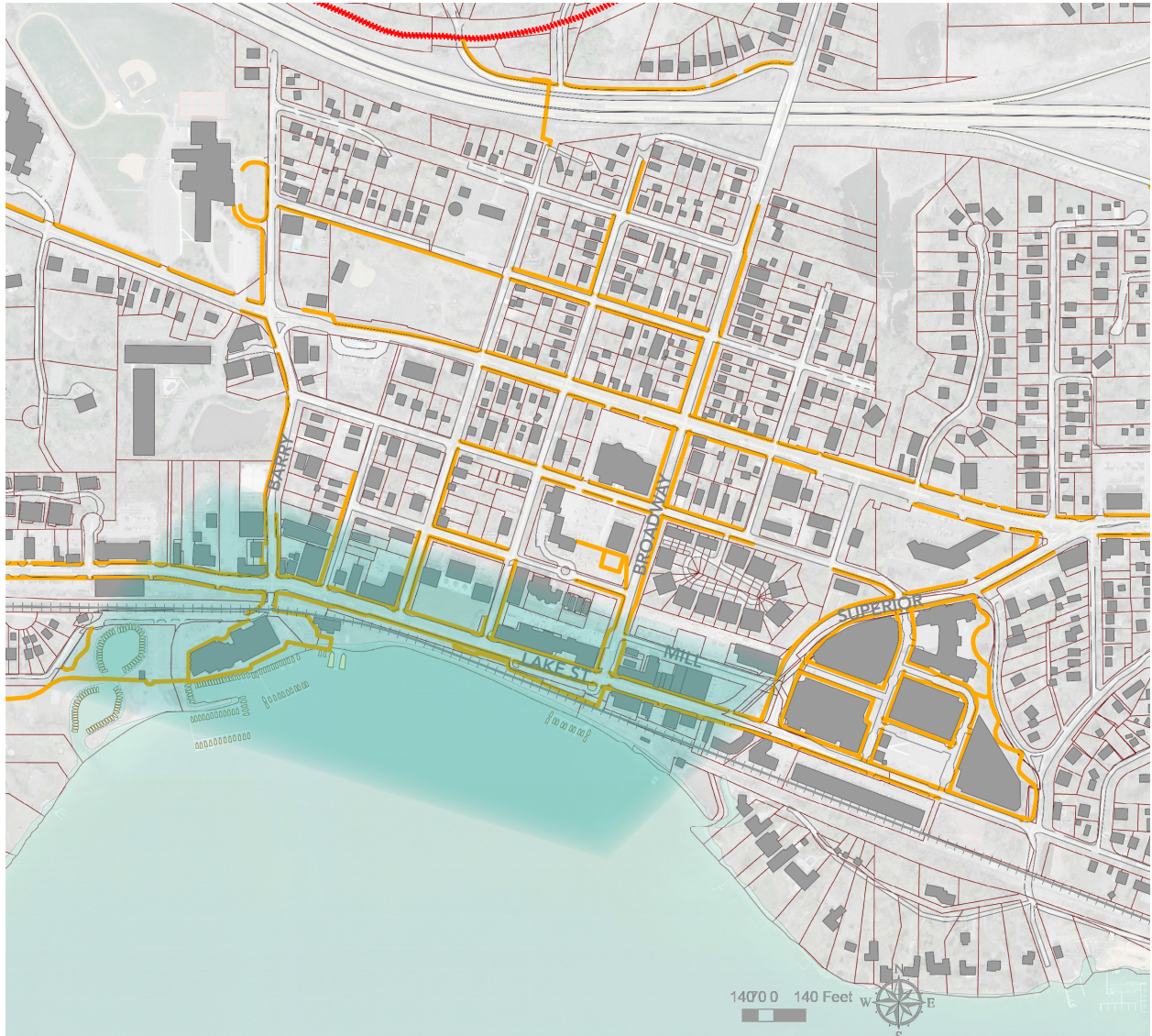
APPENDIX A Lake Effect: Signature Project

Lake Effect: Signature Project – Wayzata Context



APPENDIX A Lake Effect: Signature Project

Lake Effect: Signature Project – Scope Area



Resource List

Background information for guidance in understanding site and context in preparation of RFP

Primary Sources

City of Wayzata: www.wayzata.org

Implementation Strategy for the Lake Effect Framework: www.wayzatalakeeffect.com

Lake Effect: A Development Framework for the City of Wayzata: www.wayzatalakeeffect.com

Task Force Final Report – January 2012: <http://wayzatalakeeffect.com/wp-content/uploads/2015/05/Wayzata-Lakefront-Taskforce-Final-Narrative-Report.pdf>

Secondary Sources

District Plans and Information

Downtown Parking Project: <http://www.wayzata.org/401/Downtown-Parking-Project>

Lake Minnetonka Conservation District: <http://lmcd.org>

Minnehaha Creek Watershed District: <http://www.minnehahacreek.org>

Three Rivers Park 2010 Vision Plan: <http://wayzatalakeeffect.com/wp-content/uploads/2015/05/Three-Rivers-Park-2010-vision-plan.pdf>

Maps and Base Information

Interactive Parks Map: <http://www.wayzata.org/188/Parks-Forestry>

Park Facility Inventory: <http://www.wayzata.org/Facilities?clear=False>

Park & Trails Map from 2030 Comprehensive Plan: <http://www.wayzata.org/DocumentCenter/Home/View/289>

2030 Comprehensive Plan: <http://www.wayzata.org/237/2030-Comprehensive-Plan>

Zoning Map: <http://wayzatalakeeffect.com/wp-content/uploads/2015/05/2015-Wayzata-Zoning-Map.pdf>

Land Use Map: <http://wayzatalakeeffect.com/wp-content/uploads/2015/05/2015-Proposed-Land-Use.pdf>

Community Profile from Metropolitan Council: <http://stats.metc.state.mn.us/profile/detail.aspx?c=02397235>

Stormwater Management: <http://www.wayzata.org/405/Stormwater-Management>

Historic Plans and Maps

1920 Plan for Civic Development: <http://wayzatalakeeffect.com/wp-content/uploads/2015/05/General-Plan-Civic-Development.pdf>

1992 Physical Plan Study: <http://wayzatalakeeffect.com/wp-content/uploads/2015/05/Wayzata-Physical-Plan-1992.pdf>

Old Railroad Map: <http://wayzatalakeeffect.com/wp-content/uploads/2015/05/RR-map.pdf>

2007 Retail Study: <http://wayzatalakeeffect.com/wp-content/uploads/2015/05/Wayzata-Retail-Study-2007.pdf>

Miller Dunwiddie Report for Section Foreman House: <http://wayzatalakeeffect.com/wp-content/uploads/2015/05/Wayzata-Lakefront-Taskforce-Final-Narrative-Report.pdf>



MEMORANDUM

TO: Mayor Willcox and Councilmembers

FROM: Mary deLaitre, Lake Effect Project Consultant

DATE: 1 October 2015

RE: Lake Effect: Consider Contract with Civitas for Signature Project Design

In June 2015 a request for proposal for design of the Lake Effect: Signature Project, a key recommendation in the 2015 Lake Effect Implementation Strategy which builds on the Lake Effect Framework, was distributed nationally. Thirteen interdisciplinary design teams from around the country responded. The City Council appointed Designer Selection Committee, comprising local elected officials, government staff, and civic and design leaders, representing exceptional community and planning expertise, convened on 28 July and evaluated submittals based on approach, team composition, experience, process, and proposed fee.

After an in-depth discussion of each team, the Designer Selection Committee chose three landscape designer-led teams with strong urban design expertise that could deliver both an excellent process and project: Civitas, Coen+Partners, and Perkins + Will with Workshop Ken Smith.

The Designer Selection Committee re-convened the 18 August to interview the three teams. Each team was given 30 minutes to present their qualifications in greater detail, thoughts they had about the site and process, and respond to pre-assigned questions. The Designer Selection Committee then had 45 minutes to ask follow-up questions. Following the interviews, the Committee again evaluated each team and selected Civitas.

Civitas was referred to as a 'thinking team' with considerable depth and breadth of relevant experience. They elaborated on their understanding of and possibilities for the site and process in a 'masterful presentation' that highlighted their innovative design problem solving skills, funding and revenue generation expertise, forward thinking approach to ecology and a community engagement process that builds on the Lake Effect Framework but does not replicate it.

On September 15th, staff reviewed with Council the Designer Selection Committee recommendation to award Civitas the Lake Effect: Signature Project Design and requested that Council direct staff to proceed to negotiate a contract. Staff has worked over the past three weeks to negotiate the attached contract with Civitas. Staff focused on fine-tuning the community engagement aspects of the contract, ensuring that deliverables were well defined and to align the fee structure with the scope of community engagement and deliverables. Staff is requesting approval of the attached contract, subject to final city attorney approval.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective this 14th day of October, 2015 ("Effective Date") by and between the City of Wayzata, MN ("City") and Civitas, Inc. a Colorado Corporation ("Consultant") for the project described herein, and contains the terms and conditions applicable to Consultant's services and associated deliverables for the project.

BACKGROUND

The City of Wayzata is engaged in a major initiative, called the "Lake Effect", to redevelop the City's lakefront. City Council has approved a Framework, Community Values and Community Priorities for the Lake Effect, and has sought a qualified firm to develop a Lake Effect Signature Project, pursuant to the Community Values and Community Priorities of the Wayzata Lake Effect Framework. Through a rigorous selection process involving community leaders, design professionals and academics, the City has selected Consultant for the Signature Project, and the City and Consultant wish to confirm the engagement of Consultant for the project on the terms herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

SERVICES AND DELIVERABLES

Consultant will provide the services and deliverables for the Project that are described in the Statement of Work attached hereto as Attachment A (the "Services").

COMPENSATION

Consultant will bill the City on an hourly basis for the Services but in no event shall the total amount of fees billed through the satisfactory completion of the Project exceed the "Total Not To Exceed Compensation" amount indicated below, unless Consultant submits and the City agrees in writing to a material change in the scope of Services ("Project Scope"). Changes in Project Scope shall specify if there is either an increase or decrease of the amounts indicated herein for Consultant's compensation. Consultant shall not proceed with any changes in Project Scope without the prior written authorization of the City to do so.

Total Not To Exceed Compensation: \$300,000.00 (inclusive of all expenses)

EXPENSES

City shall pay Consultant for the reasonable Project-related expenses that are specified on Attachment A, including travel, to be billed by Consultant at actual cost to Consultant without mark-up.

BILLING

Consultant will invoice the City monthly for the Services, and include with such invoices detailed descriptions of the Services provided. City shall pay Consultant for all undisputed invoices within 30 days of receipt of such invoices.

CHANGE OF SCOPE OF SERVICES

City may request, and Consultant may suggest, changes or additions to the Services. In such event, City and Consultant will work together on the details of such changes (including any adjustments to Consultant's compensation and the specifications, timeline and deliverables associated with the Services), and if agreed upon in writing by both City and Consultant, such changes shall be an amendment to this Agreement.

OTHER TERMS

Entire Agreement; Amendments. This Agreement, including Attachment A, represent the entire integrated agreement between Consultant and the City and supersede all prior negotiations, representations, or agreements, either written or oral. No amendment or modification of the terms of this Agreement, except as may be expressly authorized herein, may be made and will not be effective unless agreed upon in writing by the City and Consultant. To the extent there is any conflict between the body of this Agreement and Attachment A, the body of this Agreement shall control.

Assignability. The rights and obligations of Consultant under this Agreement shall not be assignable or transferable without the prior written approval of the City.

Compliance of all Laws; Ability to Perform; Representations. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and orders. Consultant has in effect and will maintain in effect all permits, licenses, and other authorizations necessary for the performance of the Services. Consultant is not aware of fact or circumstance which would prevent Consultant from performance in accordance with this Agreement. Consultant represents and warrants that Consultant has the capability, experience, and means necessary to perform the Services contemplated by this Agreement, and that the Services will be performed using personnel, equipment, and material qualified and suitable to perform the Services requested. Consultant shall be solely responsible for its negligent acts, errors and omissions while performing Services under this Agreement. Consultant will perform the Services in a diligent and professional manner in accordance with accepted professional practices.

Interest of Members of City Staff. No member of the governing body, officer, employee, or agent of the City who exercises any functions or responsibilities in the carrying out of the Project to which this Agreement pertains shall have any interest, financial or otherwise direct or indirect, in this Agreement.

The City may terminate this Agreement if the City has reasons to believe that gratuities in any form were offered or given by Consultant or any representative of Consultant to any officer or employee of the City for receiving favorable treatment with respect to the award of, or the making with respect to the performance of, this Agreement.

Indemnification. Consultant shall indemnify City, its employees, officials, and agents, against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys' fees) for injury, death, disability or illness of any person, or damage to property, arising out of the negligent acts, errors and omissions or any breach of this Agreement by Consultant.

Insurance. Consultant shall provide the City with acceptable evidence of the insurance coverage in amounts not less than that referenced in Minnesota Statutes Section 466.04 issued by reputable insurers authorized to conduct insurance in the State of Minnesota. Such insurance shall be in force on the date of execution of this Agreement and shall remain continuously in force until the termination of this Agreement. The Consultant shall provide evidence of workers' compensation insurance covering its employees in accordance with statutory requirements, and evidence of professional and general liability insurance naming the City its officers and employees as additional insured's under the policy.

Equal Opportunity Statement. Consultant shall comply with the provisions of all applicable federal, state, and local statutes, ordinances, and regulations pertaining to human rights and non-discrimination including, without limitation, Minnesota Statutes Section 181.53 and Chapter 363A and the Wayzata Code of Ordinances, Chapter 139, incorporated herein by reference.

Default. If Consultant violates any term, condition or covenant of this Agreement then Consultant shall be in default. If such default is not cured by Consultant within thirty (30) days after mailing of written notice of the conditions of default, the City may cancel and terminate this Agreement. City's failure to give immediate notice of default or agreement to allow more than the respective cure period to cure a default, shall in no way constitute a waiver of any remedy available to City upon default by Consultant.

Automatic Termination. Notwithstanding any other provision contained herein, this Agreement shall automatically terminate upon the occurrence of any of the events described below: (a) A petition by or against Consultant under the bankruptcy laws of the United States, which petition is not dismissed within ninety (90) days from the date of such filing; (b) The assignment by Consultant of its assets for the benefit of creditors under any state insolvency laws; (c) Conduct by Consultant of its business under any trustee or other person appointed pursuant to judicial proceedings; (d) The taking by a court of jurisdiction of Consultant and its assets pursuant to proceedings brought under the provisions or any federal reorganization act; (e) The appointment of a receiver of Consultant's assets; or (f) A lapse in the insurance coverage Consultant is required to maintain pursuant to this Agreement which continues for ten (10) days after written notice by City to Consultant specifying such lapse in such insurance coverage.

Rights in Deliverables. All deliverables associated with the Services, and all data, information, ideas, designs, plans and creative works associated therewith, shall be the exclusive property of the City, including all intellectual property rights therein (subject to Consultant's educational and marketing rights specified below). City and Consultant agree that such are works made for hire for the City, and to the extent they do not qualify as such, Consultant hereby assigns all rights therein to the City. Consultant,

including any approved sub-consultant under this Agreement, may reproduce and disseminate any of Consultant's non-confidential work product for Consultant's educational and marketing purposes.

Consultant's Obligations Upon Termination. Upon the expiration or termination of this Agreement, Consultant shall furnish the City with all deliverables and work in progress associated with Services as of the effective date of termination. The City shall have the unfettered right and freedom to use all such deliverables and work in progress as it sees fit, and to hire third parties to complete all services and deliverables associated with the Project.

Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

Notices. All notices or communications relating to this Agreement shall be in writing and shall be deemed given upon hand delivery or deposit in the United States mail, return receipt requested, and addressed as follows:

To the City:
Wayzata City Hall
600 East Rice Street
Wayzata, MN 55391
Attention: City Manager

To Consultant:
Civitas, Inc.
1200 Bannock Street
Denver, CO 80204-3631
Attention: Mark W. Johnson, President

Independent Contractor. The City and Consultant agree that the relationship created by this Agreement is that of independent contractor, and not of employer and employee, a joint venture or a partnership. The Consultant retains the sole and exclusive right to control the manner, time, place and means by which the services are performed under this Agreement. The Consultant shall be solely and entirely responsible for its acts and for the acts of its employees, agents, and subcontractors in connection with the Project and Services. The Consultant shall be responsible for the compensation and benefits of Consultant's employees and for payment of all federal, state and local taxes payable with respect to any amounts paid to Consultant under this Agreement. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Consultant including but not limited to, FICA, FUTA, federal and state personal income tax, state disability insurance tax and state unemployment tax.

Payment of Others. Consultant shall pay all of Consultant's employees, agents, and subcontractors furnishing services, labor, equipment, or materials incidental to the performance of Consultant's obligations under this Agreement.

Governing Law; Jurisdiction. This Agreement shall be construed in accordance with governed by the laws of the State of Minnesota. The parties agree to submit to the jurisdiction of the courts of the State of Minnesota, and that any litigation regarding this Agreement will be brought in the state or federal courts that lie in Hennepin County, Minnesota.

Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

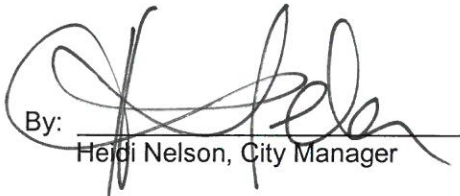
CITY:

City of Wayzata, a Minnesota
Municipal corporation

By:


Kenneth Willcox, Mayor

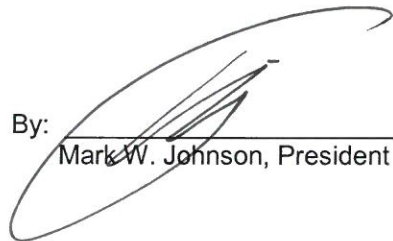
By:


Heidi Nelson, City Manager

CONSULTANT

Civitas, Inc., a Colorado Corporation

By:


Mark W. Johnson, President

Attachment A
Statement of Work

ATTACHMENT A

To Professional Services Agreement between the City of Wayzata and Civitas, Inc.
CVT# 2-15-0032 Billing Group 001

PROJECT INFORMATION

Owner:

City of Wayzata
Office of the City Manager
600 East Rice Street
Wayzata, MN 55391

Landscape Architectural Consultant:

Civitas, Inc.
1200 Bannock Street
Denver, CO 80204
(303) 571-0053 phone
(303) 825-0438 fax
Scott Jordan Principal-in-Charge
Mark Johnson, Owner/Design Principal

Subconsultants:

Architecture
Snow Kreilich Architects
219 N 2nd Street #120
Minneapolis, MN 55401
(612) 752-0265
Matt Kreilich

Economic Consultant

HR&A
99 Hudson Street, 3rd Floor
New York, NY 10013
(212) 977-5597
Candace Damon

Civil Engineer

Solution Blue Inc.
318 Cedar St.
St. Paul, MN 55101
(651) 294-0038
John Hink

Ecologist

Applied Ecological Services
21938 Mushtown Rd
Prior Lake, MN 55372
(952) 447-1919
Kim Chapman

GENERAL SCOPE OF SERVICES

Civitas (with its Sub-Consultants) will prepare the Lake Effect Signature Project (the "Project"), pursuant to the Community Values and Community Priorities of the Wayzata Lake Effect Framework as approved by City Council. Deliverables include:

- Development of critical connections from neighborhoods and adjacent uses, including pedestrian, bicycle, boat and vehicular as well as addressing connections related to the railroad line.
- A schematic design of all physical features
- Estimates of capital costs and long-term maintenance and operations
- A construction phasing plan
- Supporting materials focused on visual presentation materials to be used to effectively communicate ideas to cultivate support and financing.
- Deliverable formats:
For public presentations: Powerpoint, Keynote, Adobe
Printable documents: PDF
Images: JPG minimum 330 dpi

Civitas will direct the sub-consultant team, manage communications and schedules to achieve the Scope in approximately 6-7 months from Notice to Proceed from Client. Civitas will collaborate with City departments, City consultants, and citizens in meetings, public presentations and other communications to achieve the Scope. Civitas will meet with city and/or citizen representatives formed as a Steering Committee for the Project by the City.

WORK PLAN

DISCOVERY | UNDERSTANDING – 6 Weeks

Perform on-site investigation and kick-off meetings with design team, client, city staff, Steering Committee or others. Review previous studies, their proposed solutions and existing information and base map provided by the City, including the on-going Downtown Parking Project, to review and coordinate plans for downtown parking improvements. Prepare analysis and mapping as needed to establish an understanding of available existing information and the implications for design.

Community Meeting #1

The initial public meeting is conceived as a public open house/meet and greet reception. Civitas will prepare graphic materials regarding the Project Scope, Work Plan and Schedule; precedent projects, Issues and Analysis and the Lake Effect Framework. The meeting will be an open reception to allow citizens to meet with the design team informally to discuss their thoughts and desires for the Project.

Deliverables

- Base Map Compilation
- Analysis Diagrams
- Meeting Notes
- Community Meeting Exhibits

Meetings/Trips

- *Trip 1 - Kick-off Meeting (1-2 days)*
 - *Client Meeting*
 - *Individual Meetings*
 - *Site Visit*
 - *Design team kick-off work session*

- Trip 2 - Community Meeting (2 days)
 - Client Meeting
 - Advisory Committee Meeting
 - Stakeholder Interviews
 - Community Meeting #1
 - Design team meeting

VISIONING | TESTING – 8 Weeks

The design team will synthesize the information gained and will draft design principles, Project issues and activities in a program for the design. This program will represent the site-specific application of the Community Vision and Community Priorities as refined for the Project.

Once the design program has been vetted with the City the design team will develop design options and alternatives for the Project. These will focus on creating a unified Lakefront comprised of a series of smaller interconnected spaces with safe and accessible connections; a balance between ecologically sensitive, activated and flexible open spaces. The options and alternatives will build on the guidelines and requirements from previous studies, capitalize on the strengths of the existing Lakefront, challenge conventional thinking, and examine the potential of re-locating existing facilities internal and external to the site to transform valuable open space into community amenities. Design alternatives will be depicted in a variety of plan, birds' eye and eye level perspectives.

The design team will concurrently prepare a market assessment based on the opportunities presented in the program plan. The team will estimate local and regional demand for new uses or activities within the Project area. This analysis will assess what new uses can be supported at the Lakefront, grounding the program plan in a feasible market context.

The design team will hold initial meetings with affected stakeholder's or agencies such as the railroads, the watershed district, or others as needed to understand the implications of various design options.

Community Meeting #2 – Design Principles and Alternatives

This community meeting will focus on precedent imagery, the program plan and the design options and alternatives. Following the presentation the public will be encouraged to ask questions and engage the design team in detailed conversations in smaller groups spread throughout the room.

Deliverables

- Design Principles
- Program Plan
- Market Assessment
- Design Options and Alternatives
- Conceptual plan and perspectives as necessary to depict the design alternatives
- Community Meeting exhibits

Meetings/Trips

- Trip 3 - Design Principles, Programming Plan, Market Assessment (2 days)
 - Client Meeting
 - Steering Committee meeting
 - Site Visit
 - Design team work session
- Trip 4 - Community Meeting (2 days)
 - Client Meeting
 - Steering Committee meeting
 - Community Meeting #2
 - Design team work session

SCHEMATIC DESIGN – 12 Weeks with Approvals

The design team will prepare a document that will synthesize the issues, options, alternatives and community comment, including one proposed program and design that represents a balanced synthesis of comments. The team will meet with the City and Steering committee to review and refine the proposed program and design for the Project. The design team will then prepare a preferred program and design that will be the basis for Schematic Design.

Community Meeting #3

The final community meeting is intended as a community celebration where the Vision for the waterfront will be presented. We propose an informal meeting, possibly near the lake, with food and refreshments. The design team will present the design and answer questions or concerns the public may have and note any unresolved issues that will be addressed during the completion of the Schematic Design Documents.

Following the final public meeting, the design team will make final revisions to the plan and prepare a Schematic Design Package with enough detail to depict the overall design intent, program, and materials/finishes of the Project and its associated structures, as the basis for developing a cost estimate and construction phasing plan.

The design team will prepare a Design, Operations, and Maintenance Illustrative report that will include analysis diagrams, principles, plan and perspective renderings, and design, construction, maintenance and operation narratives to describe the design intent. Associated with the report will be construction, maintenance, and operations cost estimates, and a construction phasing plan.

A sustainable operating budget that maximizes and supports the identified programming goals and Lakefront operations will be prepared. Based upon the programming strategy the team will complete a revenue assessment that will test a range of potential revenue sources. In order for the programming goals to be realized, the Lakefront will need an operating budget to support day-to-day activities. Working with local stakeholders to understand the range of plausible revenue sources, we will examine potential operating revenue sources, which include:

- *Contributed Income. We will examine the potential for a base of contributed income for the Lakefront. Based upon national and local precedents, we will assess the revenue potential from the philanthropic community, which includes both individual and corporate donations, as well as sponsorship opportunities.*
- *Earned Income. Based upon the programming strategy, earned income may be a potential source of income for the Lakefront. This income is likely to come from food and beverage concessions, space that may be rented for public or private events, and/or opportunities for sponsored public programming at the Lakefront. We will assess the potential based upon local demand and opportunities, as well as existing supply and constraints for the space.*
- *Value Capture. Parks and open space amenities can raise properties values for adjacent and surrounding property owners. We will estimate the potential increment and test the potential to levy the increase to support the Lakefront's on-going operations.*
- *Public Contribution. We will examine the potential need for public funding to be used as some combination of a base of operating funding, consistent with that which Wayzata has provided other public parks and either a "gap filler" for the operating budget given the proposed programming strategy and the estimated revenue from the other three income streams.*

Implementation Considerations

Given the usage and general goals for the Lakefront, the Project will likely require funding and management capacities over and above typical public spaces. The design team will develop an approach for integrating capacities of these actors and recommend additional actions, like the creation of a business plan, as needed to advance this partnership. However the Project's governance structure is determined, programming for the Lakefront will also require an implementation plan.

Our implementation plan will include:

- *The creation of a phasing plan for the programmatic and construction recommendations. This will include a timeline of which programs to implement first, focusing on realizing stakeholder goals as early as possible.*

- Integrate implementation phasing with managing entity's capacity, once this entity is determined.
- Recommend relations with other organizations that can help with the implementation of the envisioned programs. These strategic partnerships will aid in the success of the Lakefront.

Deliverables

- Design Alternative analysis
- Refined Schematic Design Plan Rendering
- Up to three (3) perspective renderings depicting key views on the waterfront
- Boards for Community Meeting
- Schematic Design Drawings
 - Cad Plan drawings depicting the overall design, materials, finishes, and planted areas by plant community type
 - Architectural plan drawings – depicting building plans and conceptual exterior design (two (2) buildings included in the scope)
- Design, Operations, and Maintenance Illustrative report
- Schematic level construction, maintenance, and operations cost estimates, construction phasing
- Revenue Assessment
- Implementation Plan

Meetings/Trips

- Trip 5 - Design Alternative Assessment (1 day)
 - Client Meeting
 - Advisory Committee Meeting
 - Stakeholder Meeting
 - Design team meeting
- Trip 6 - Community Meeting (2 days)
 - Client Meeting
 - Advisory Committee Meeting
 - Stakeholder Meeting
 - Community Meeting #3
 - Design team meeting
- Trip 7 – Formal Approval (1 day)
 - Client meeting
 - Joint Advisory Committee and Stakeholder Presentation
 - Presentation to City Council

DETAILED FEE BREAKDOWN

Labor Fee

DISCOVERY UNDERSTANDING VALIDATION	40,000
VISIONING TESTING	80,000
<u>SCHEMATIC DESIGN</u>	<u>150,000</u>
Total Labor Fee	270,000
Reimbursable Expenses	<u>30,000</u>
Total Fee	\$300,000

CUT
 30,000
 38,000
 52,000
 19,000
 139,000

Breakdown of Fees By Consultant Team

Civitas	120,000
HR&A	70,000
SK Architects	40,000
Solution Blue	20,000
Applied Ecology	20,000

139,000
 80,000
 40,000
 20,000
 21,000
 300,000

ASSUMPTIONS

- All base information including survey, cad bases, and background information to be provided by the City.
- City will be responsible for obtaining all facilities and notifications related to all public meeting.
- Presentation models, and professional renderings not specifically listed in this Statement of Work or used in a public meeting in connection with the Project are not included within the fees above, but can be provided at an extra cost.
- The Project schedule will organize Public Meetings, Stakeholder and Advisory Committees meetings, Team Work Sessions, and Agency meetings each trip. These meetings are to be coordinated by the City and Civitas.
- Civitas project travel estimate assumes a maximum of fourteen (14) person trips to Wayzata typically involving the design principal, principal-in-charge and project design. Travel costs are estimated at \$500 airfare and \$250 per night, per person.
- HR&A travel estimate assumes a maximum of six (6) trips to Wayzata typically involving the principal.
- Travel costs include flights, lodging, car rental and per diem. Travel costs are estimated at \$500 airfare and \$250 per night, per person.
- Design team to provide two (2) full-size hard copies of all submittal documents, and electronic copies in PDF format.

CIVITAS BILLING RATES

Senior Principal	\$275.00/hr
Principal	\$225.00/hr
Senior Project Leader	\$130.00/hr
Project Leader	\$110.00/hr
Designer II	\$80.00/hr
Designer I	\$70.00/hr

ADDITIONAL TERMS AND CONDITIONS

- A. **STANDARD OF CARE:** The Services provided by Civitas pursuant to this Agreement shall be performed in accordance with the terms hereof and with that degree of care and skill normally exercised by design professionals of similar experience working under the same or similar conditions in the same locale. No other warranty is intended or made.
- B. **RESPONSIBILITIES OF CLIENT:** The City shall provide all criteria and information reasonably requested by Civitas for the Project. Any information regarding Client's site reasonably required by Civitas shall be provided by the City, and Civitas shall be entitled to rely on the accuracy and completeness of such information.
- C. **NONDISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, Civitas agrees that in its employment decisions (including but not limited to hiring, firing, promotion, demotion, compensation and other terms and conditions of employment), it will not engage in unlawful discrimination on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. This provision does not create rights in any third party.
- D. **LIMITATION OF LIABILITY:** The City agrees to limit the liability of Civitas, including its officers and employees, to the City, and its successors and assigns, for all claims, demands, actions, damages, losses, costs and expenses, including attorneys' fees, which arise out of or are related to Civitas' services, such that Civitas' total aggregate liability to all parties arising from the Project shall not exceed the sum of insurance proceeds for claims made for negligent performance.
- E. **INVOICING:** Invoicing will occur on a monthly basis.
- F. **REIMBURSABLES:** Reimbursable expenses shall be limited to out of pocket expenses directly related to the Project that have been pre-approved in writing by City, such as progress and presentation printing, telephone, mileage costs, travel, delivery services and photo reproduction. Expenses will be billed at cost with no markup.
- G. **CHANGE IN SCOPE OF SERVICES:** In the event of a change in the scope of Services, Civitas shall be entitled to additional compensation as mutually agreed by Civitas and the City in writing, or absent agreement, in accordance with Civitas' then current hourly rate schedule.

- H. **CREDIT FOR WORK:** The City shall endeavor to give appropriate credit to Civitas in any publicity releases, awards submissions, publications, and on-site signs which identify other professionals and/or contractors working on this Project.
- I. **CONSTRUCTION-PHASE SERVICES:** In the event that Civitas performs construction observation or other construction-phase services for the Project: (1) Civitas shall not be responsible for the means, methods, techniques, and sequences of the contractor, and shall not be responsible for job site safety programs or conditions, as those matters are the sole responsibility of the contractor; and (2) Civitas shall not be responsible for errors or omissions of the contractors and suppliers, nor for deviations from the contract documents as prepared by Civitas.

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