

OELWEIN PLAZA PARK RENOVATION

LIMITED PROFESSIONAL SERVICES PROPOSAL

PROJECT DESCRIPTION

The Plaza Park Revitalization project is divided into two principal phases. Phase 1 will include program confirmation, visioning, public engagement, and cost evaluation. Phase 2 will include final design and construction. In between, the City of Oelwein, the Client, will use materials produced in Phase 1 in an application to the Iowa Economic Development Authority for Community Development Block Grant funding. Should the application be approved, and the project receive funding, only then will the project proceed to Phase 2.

Phase 1 will need to be completed as quickly as possible so the Client can submit their application to IEDA and receive approval prior to Spring 2022 when it is anticipated final design will commence. The project will reimagine the existing Plaza Park as a new and expanded amenity in the heart of Oelwein. Removal of an adjacent building along with the existing stage and park amenities creates a much larger “clean slate” upon which to envision the new and improved Plaza Park. A new, enlarged band shell will anchor the park creating opportunities for larger bands and increased attendance at regularly scheduled events. Additional amenities currently under consideration include restrooms, concessions, and kids play area.

Our team of experienced professionals will take these initial ideas and create a unique vision for the park that marries form and function in an achievable and economically viable solution.

A. SCOPE OF SERVICES

TASK 1 | VISIONING

1.1 Kick-Off and Goal Setting Meeting with Client

The Landscape Architect will facilitate a kick-off and goal setting meeting with the City to define roles and responsibilities, review preliminary schedule and to identify and discuss the overarching goals and objectives for the project.

- Identify project goals and objectives;
- Discuss opportunities and constraints (general);
- Review with City any programming completed to date;
- Review/confirm wish list of site amenities;
- Walk the site with City staff and other project stakeholders identified by City staff.
- Explore previously unforeseen site opportunities that may have been uncovered during a site walkabout.

1.2 Precedent Research + Preferencing Exercises

Precedent research is an important component of any visioning and planning effort. The Landscape Architect and Architect will select and prepare several images of similar projects and various potential site and architectural amenities for review and preferencing by the Client. The Landscape Architect and Architect will present the images in a digital format that will permit the Client to vote on or rank the images at their convenience and then email the completed exercise back to the design team. The images will be grouped by amenity or material type providing a range of options for the Client to weigh in on. The primary purpose of this exercise is to assist the Client in articulating their aesthetic preferences for the project. At the end of the exercise, the Client-preferred images will be catalogued for reference and further discussion.

1.3 Visioning Session/Workshop

The Landscape Architect and Architect will facilitate a visioning session/workshop where participants are invited to partake in a charette process to develop conceptual ideas for the various park amenities. The workshop will be organized to address the myriad of opportunities present in any downtown plaza/park project. Some, but not all, the items to be addressed are:

- Ground plane treatments: hardscape materials, plant materials;
- Overall plant palette;
- Architectural elements: material palette, height, form, etc.
- Public/environmental art;
- Lighting opportunities & constraints;
- Other elements

TASK 2 | CONCEPT DEVELOPMENT

2.1 Inventory and Analysis

The Landscape Architect will coordinate the collection and organization of necessary site data information to begin conceptual planning of the park. Basic information needed includes:

- Aerial & Perspective photography;
- General location/dimensional (GIS or Survey preferred) data for:
 - Roads, sidewalks, other;
 - Above-grade structures;
 - Utility locations;
 - Major existing trees and other vegetation;

2.2 Concept Development

The Landscape Architect will develop up to three (3) concept plans for the park. The Architect will develop up to three (3) concepts for the band shell and other structures. The Landscape Architects concept plans will incorporate the Architects concepts for the stage and any other structures. We will address the issues discussed during the visioning workshop and illustrate all the proposed landscape and architectural treatments for the project area. The design team will prepare

illustrations and plan drawings to identify the various components of the project and illustrate their locations. These plans will be presented and discussed with City staff and stakeholders.

2.3 Preliminary Evaluation of Probable Cost

The Design Team will develop a concept-level opinion of probable cost (OPC) for each of the anticipated gateway areas. Design contingency, professional services fees, and anticipated contractor construction costs will be included to assist the Client in establishing an “order of magnitude” estimated budget for each project site. Deliverable includes: Itemized, preliminary Opinion of Probable Cost (spreadsheet)

2.4 Perspective Site Renderings

The Landscape Architect will prepare, at the Client’s request, perspective (3D) images of various site features and amenities. Perspective images will be coordinated with the Client to accurately reflect the project area its surroundings, and all proposed amenities and materials.

TASK 3 | GRANT APPLICATION ASSISTANCE

3.1 Public Hearing

The Landscape Architect will assist the Client by facilitating a public hearing to discuss the project and provide information on the CDBG application per IEDA guidelines.

3.2 Application Materials

The Landscape Architect will assist the Client in their preparation of a grant application as is deemed necessary. Assistance may include, but is not limited to, preparation of graphics, images, and cost evaluation for inclusion in the application as well as preparation of the public hearing minutes.

DELIVERABLES

The final deliverables for the project will include a project report which describes the project, process, and presents the final concept plans and imagery. The Landscape Architect will also make available all plans and images as digital files as well as meeting notes and reporting required for the IEDA CDBG grant application.

B. SCHEDULE

The Landscape Architect is prepared to provide the professional services described herein immediately upon your notice to proceed. It is anticipated that this project will take approximately 175 total hours to complete. Due to existing workload and prior commitments, this work will account for approximately 10% of our weekly workload thus, it is anticipated, the project will take approximately three months to complete once we get started.

C. SCOPE SERVICE FEES BY TASK

The City of Oelwein will compensate Confluence, Inc. (Landscape Architect) on a lump sum, not-to-exceed, fee basis per the estimates provided below for each Task. Services will be billed monthly based on the percentage of work complete at the time of invoicing.

Reimbursable expenses, including basic printing, travel, and other meeting expenses are expected not to exceed 10% of the Professional Services fee as identified below. Expenses will be included on each monthly invoice as incurred in accordance with Exhibit A, attached hereto.

If the nature of the scope of services changes or if the anticipated fees outlined herein require an increase, Confluence will notify the Client of the revised scope and/or fee before proceeding with any additional work. Neither the fee estimates, nor the hourly rates shall increase without the prior written consent of the Client.

FEE ESTIMATES BY TASK

Task 1 – Visioning	\$ 7,970.00
Task 2 – Concept Development	\$ 9,725.00
Task 3 – Grant Application Assistance	\$ 4,690.00
Subtotal	\$22,385.00

Estimated Reimbursable Expenses (~10%) \$ 2,240.00

Total (Not-to Exceed) Fee **\$24,625.00**

D. COMPENSATION

Service fees and reimbursable expenses will be billed to the Client monthly by Confluence. Payment is due upon receipt of invoice. The Client agrees to provide payment to Confluence within thirty (30) days of the invoice date and that payment is not dependent on the success or failure of the project, project approvals or non-approvals, or project feasibility. Payment not received by Confluence within thirty (30) days of the invoice date is considered past due. Past due balances will be charged simple interest rate at 1% per month based upon the original invoice amount. In the event the account becomes past due, Confluence may suspend performance of services on the project until the account is paid.

In the event an invoice is disputed by the Client, they shall inform Confluence within a reasonable timeframe (within 10 days of Client's receipt of invoice), and both parties agree to meet with each other in a timely manner (within 10 days of Confluence's receipt of dispute notice) to further clarify the nature of the dispute to resolve it while minimizing impacts to the performance of the services outlined herein. In the event the dispute remains unresolved, Confluence, at its discretion, may suspend performance of services on the project until the account is paid.

E. TERMINATION

Confluence or Client may terminate this Agreement at any time by written notice. If the Agreement is terminated by either Confluence or the Client, the Client will pay Confluence for service provided and expenses incurred by Confluence up to the time notice is either sent by Confluence or received by Confluence. If the Agreement is terminated, Confluence shall turn over all work completed to the Client up to the time notice is either sent by Confluence or received by Confluence.

F. MISCELLANEOUS

The Client shall furnish background data for the project including electronic copies of the relevant base map data, such as *parcel data, street centerlines, utility information, waterways, tiling plans, etc.* The Client shall also provide the timely review of plan drafts, assist with scheduling meetings, and provide meeting space.

G. LIMITATION OF LIABILITY

The total cumulative liability of Confluence, its agents, servants, employees, and sub-consultants to Client with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including, but not limited to, negligence) or otherwise shall be limited to Confluence’s professional liability insurance coverage limits in place at the time of performance of the services outlined herein. Confluence shall not be liable to the Client for special or consequential losses or damages including, but not limited to, loss of use. Confluence shall not be liable to the Client for losses, damages, or claims for which the Client fails to give notice to Confluence within reasonable time, not to exceed ninety (90) days from discovery.

H. WITNESS FEES

Confluence’s employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay Confluence’s reasonable legal expenses, administrative costs, and fees pursuant to Confluence’s then current fee schedule for Confluence to respond to any subpoena.

I. APPROVAL AND ACCEPTANCE

Upon review of the foregoing terms, this proposal for services is approved and accepted Client and Confluence as confirmed by the signatures below.

Offered by:

Confluence, Inc.
900 2nd Street SE, Ste. 104
Cedar Rapids, IA 52401



(signature)

Name: Patrick Alvord
Title: Principal

Date: September 23, 2021

Accepted by:

City of Oelwein
20 2nd Avenue SW
Oelwein, IA 50662

(signature)

Name: _____
Title: _____

Date: _____

EXHIBIT A

STANDARD HOURLY RATES

Senior Principal.....	\$160.00 - \$210.00 per hour
Principal	\$140.00 - \$200.00 per hour
Associate Principal	\$130.00 - \$170.00 per hour
Associate.....	\$110.00 - \$160.00 per hour
Senior Project Manager	\$100.00 - \$150.00 per hour
Project Manager	\$90.00 - \$120.00 per hour
Senior Landscape Client.....	\$90.00 - \$120.00 per hour
Landscape Client	\$80.00 - \$110.00 per hour
Senior Project Planner	\$90.00 - \$120.00 per hour
Planner II	\$80.00 - \$110.00 per hour
Planner I.....	\$70.00 - \$100.00 per hour
Landscape Client-In-Training.....	\$70.00 - \$100.00 per hour
Landscape Client Intern / Landscape Designer.....	\$60.00 - \$85.00 per hour
Draftsperson	\$50.00 - \$85.00 per hour
Graphic Designer.....	\$70.00 - \$100.00 per hour
Clerical / System Staff	\$42.00 - \$80.00 per hour

REIMBURSABLE EXPENSES

Social Pinpoint Public Engagement Tool.....	\$1,500.00
Filing Fees	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging	1.15 x cost
Mileage	\$.575 per mile
Postage	1.15 x cost
Printing by Vendor	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$.05 each
B/W Photocopies/Prints 11x17.....	\$.09 each
Color Photocopies/Prints 8½ x 11	\$.65 each
Color Photocopies/Prints 11x17.....	\$1.50 each
Large Format Plotting - Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Flash Drives.....	\$10.00 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Electronic Files	\$50.00 Each
Online Meeting Service.....	\$35.00 Each

Effective 5/1/2020