

OELWEIN PLAZA PARK RENOVATION

LIMITED PROFESSIONAL SERVICES PROPOSAL

PROJECT DESCRIPTION

The Plaza Park Revitalization project is divided into two principal phases. Phase 1 will establish the plan concept and develop a high-level cost estimate. Phase 2 will include schematic design through 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 by the middle of November so the Client can prepare and 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 – PHASE 1

VISIONING + CONCEPT PLAN + COST OPINION

1.1 Visioning Meeting

The Landscape Architect will facilitate a single Visioning Meeting with the City Administrator and the Chamber of Commerce director to discuss goals and objectives and sketch out ideas for the park space. The group will walk the site, quickly evaluate existing conditions and discuss opportunities and constraints. The Landscape Architect and City team will discuss the following as they relate to various ideas for the park:

- Ground plane treatments: hardscape materials, plant materials;
- Overall plant palette;
- Architectural elements: structure, material palette, height, form, etc.
- Public/environmental art;

- Lighting opportunities & constraints;
- Other elements

1.2 Concept Plan Refinement

Following the Visioning Meeting, the Landscape Architect will refine the ideas developed at that meeting into a final concept plan to be reviewed and approved by the City Administrator prior to pricing. Once approved the Landscape Architect will begin developing an Opinion of Probable Cost.

1.3 Preliminary Opinion of Probable Cost

The Landscape Architect will, following the Visioning Meeting, develop a concept-level opinion of probable cost (OPC) for the preferred park and a generic bandshell concept. Design contingency, professional services fees, and anticipated contractor construction costs will be included to assist the City in establishing an “order of magnitude” estimated budget for the CDBG project application.

DELIVERABLES

The final deliverables for the project will include one (1) Final Concept Plan and one (1) Opinion of Probable Cost (OPC). The Landscape Architect will furnish the Concept Plan and OPC to the City as digital files 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. Following Council approval of this proposal, the Landscape Architect will schedule the Visioning Meeting for the week of November 01. Final deliverables will be furnished by Friday, November 19, 2021.

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

Phase 1 – Visioning + Concept Plan + Cost Opinion	\$ 4,970.00
Contract Administration (5%)	\$ 248.50
Estimated Reimbursable Expenses (5%)	\$ 248.50
Total Fee	\$5,467.00

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: October 21, 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