

Ken Saiki Design, Inc

Standard Terms & Conditions for Professional Services

Preliminary Provisions

Date

This Agreement is made as of September 24, 2015, between the Client and the Landscape Architect for Landscape Architectural Services as provided herein.

Client

City of Menasha Community Development Department

NAME

140 Main St. Menasha, WI 54952

ADDRESS / CITY / STATE / ZIP

Landscape Architect

KEN SAIKI DESIGN, INC

ENTITY SOLE PRACTITIONER, PARTNERSHIP, CORPORATION

303 S. PATERSON ST SUITE ONE

ADDRESS

MADISON, WI 53703

CONTACT INFORMATION

Project

Ken Saiki Design shall provide the Services as described in Ken Saiki Design's proposals, to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

Compensation

Compensation for the Scope of Services to be performed under this Agreement shall be the stipulated sum of \$34,690.00.

Article 1

Landscape Architectural Services

1.1 Standard of Care

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards appropriate for a project of the nature and scope of this Project.

1.2 Scope of Services

Landscape Architectural Services to be provided under this Agreement are described in Attachment A and B. Exceptions which are not included in contracted documents are Traffic Signaling and Modeling. These services and data will be provided by the client.

1.3 Supplemental Services

Supplemental Services are beyond the scope of the basic Scope of Services, and when requested in writing by the Client, shall entail additional compensation beyond the Compensation stated in the attached proposal. Supplemental Services under this Agreement expressly include but are not limited to:

- A. Synchro modeling for three intersections and traffic signal warrant analysis for Main/Mill intersection.
- B. Traffic counts
- C. Field surveying

1.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous budget parameters and/or Project requirements.

1.5 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall perform the services as expeditiously as is consistent with professional quality.

Article 2

Client's Responsibilities

2.1 Information

The Client shall provide site and other information on which the design is to be based as well as Client's budget parameters for the Project. Survey and base information shall be provided by the Client and may be delivered as separate documents, some in digital form, some as hard copy, only. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client. After obtaining, compiling and reviewing existing information, they will provide an assessment related to adequacy for the project and recommendations for additional information, if required.

2.2 Budget

The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape

Architect as a part of the Scope of Services, opinions of probable construction costs are based on the designer's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated.

2.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services.

2.4 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3

Ownership of Documents

The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and costs owed to the Landscape Architect, the Landscape Architect grants to the Client a nonexclusive license to reproduce the Design Materials solely for the construction and use of the Project.

Article 4

Landscape Architect Compensation

4.1 Compensation for the Landscape Architectural Services performed under this Agreement shall be the stipulated sum indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, when requested in writing by the Client, shall entail additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.

4.2 Reimbursable Expenses in the form of Travel Expenses are included as an allowance in the lump sum amount as described in the proposal Attachment B.

4.3 Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed, and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.

4.4 Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and

shall accrue 1.5% interest per month. At the Landscape Architect's option, overdue payments may be grounds for termination or suspension of services.

Article 5 Indemnification

Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

Article 6 Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.

6.2 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7 Suspension/Termination

This Agreement may be terminated by either party on 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

Article 8 Other Terms and Conditions

8.1 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.2 Governing Law

The law in effect at the Landscape Architect's principal place of business shall govern this Agreement.

8.3 Complete Agreement

This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

Ken Saiki Design

Landscape Architect

By: _____

Date: _____

City of Menasha Community Development Department

Client

By: _____

Date: _____

Attachment A
(Modified 09/23/2015)

August 14, 2015

Mr. Greg Keil
Community Development Director
City of Menasha
140 Main Street
Menasha, WI 54952

Dear Mr. Keil,

Thank you for inviting us to submit this statement of qualifications and proposal for your Main Street Pedestrian Walkway Design and Related Improvements. To best address the requirements of the project, we are teaming with two high quality consulting firms, GAI Consultants and Faith Technologies. Ken Saiki Design is currently working with GAI Consultants on a major streetscape and roadway improvement project in Wauwatosa, Wisconsin, which has been exceptionally successful in providing a long range vision for downtown Wauwatosa, supported by a high level of community, staff and stakeholder consensus. GAI will provide civil engineering and is available for surveying, if necessary. Faith Technologies has intimate familiarity with your project site and a clear stake in the success of our work. They will provide lighting design and electrical engineering for the project.

The RFP specifically mentions public art opportunities as an objective. Ken Saiki Design has deep experience working with public artists to integrate their work into public projects of all types, including streetscape, urban highway reconstruction, public buildings and parks. In addition, Julia Schilling, a member of our staff is a practicing public artist. She will join our team to provide the artist's perspective for our work. We also have excellent working relationships with other artists using multiple media, and could introduce appropriate artists to the project if needed.

I've crafted an approach, schedule and fee structure that specifically addresses your 60 day preferred schedule, the budget as we understand it today, and the scope of work needed to meet the city's obligation to the developer for access. Further, our approach will paint a vision for the future of this area in Downtown Menasha. We are excited about the opportunities this project can envision and move toward reality.

Please consider our team and approach for your project. I look forward to speaking with you further and answering any questions you might have.

Sincerely,



Ken Saiki, President

Cc: Mike Payant, GAI
Vince Treague, Faith Technologies

Attachment A

(Modified 09/23/2015)

Project Understanding

Based on your Request for Proposals, a brief site visit and meeting with you and Kevin Englebert, I have outlined the following project understanding.

1. The project will analyze pedestrian crossing of Main Street at mid-block and at the intersection of Main and Mill Streets.
2. The project will study improvements to the existing mid-block pedestrian access corridor to better connect the new parking ramp to the One Menasha Center Office Tower.
3. The project will design a public outdoor space at the terminus of Mill Street, intended to connect the riverwalk to the downtown.
4. A preliminary project budget for construction is \$150,000 for the pedestrian connection improvements between the parking ramp and the Office Tower. This budget includes replacing curb and gutter, sidewalk and streetscape improvements around the Office Tower on Main Street and Mill Street.

A preliminary project budget of \$50,000 has been established for the Mill Street Terminus.

5. The 60 day schedule required in the RFP addresses the need to complete the improvements for a May, 2016, opening of the parking ramp and Office Tower.
6. The city will create a steering committee to guide the project design. This steering committee will consist of city staff, neighborhood stakeholders and others to offer input and evaluation of design options. City staff will ultimately advance project recommendations to appropriate committees and council for approval.

Initial Observations

In a typical design process we would hold initial impressions until we've had a chance to get a more detailed understanding of the project parameters, obtain stakeholder input and review existing and historic information about the project area. Given the schedule and budget requirements, however, initial observations have led us to the project approach and process we are proposing for the project.

- Curb and gutter, sidewalk and pedestrian lights have been removed on the west side of Mill Street and south side of Main Street for building construction. These elements will be reconstructed as part of this project.

Attachment A

(Modified 09/23/2015)

- Stamped and colored concrete crosswalks are typical in this area, but they have reached the limit of their life cycle. Whether or not this pattern should be continued should be evaluated.
- Plans received for One Menasha Center show the sidewalk width expanded from the pre-existing condition. Mill Street width has been decreased. Mill Street pavement seems to be in acceptable condition, but does the new pavement width suggest a new cross section to resolve the roadway crown location and drainage, and is there an opportunity in rebuilding the street to rectify the steep cross slope on the east side sidewalk? Does traffic volume require left turn and right turn lanes for vehicles northbound on Mill Street, or is there an opportunity to have a bump out at the Main Street intersection to facilitate pedestrian crossing?
- Complete reconstruction of Mill Street seems to be beyond the initial budget, but was that the project intent?
- The riverwalk is about four feet below the current terminus of Mill Street. Two stairways connect the end of Mill St. to the riverwalk. Does a reconstructed Mill Street provide an opportunity to modify grades and create an accessible public space link to the riverwalk?
- At Mill Street the riverwalk has a plaza space with donor recognition pavers. Some of these pavers have aged, some names no longer readable. Should this project repair, replace, reorganize these pavers?
- The midblock pedestrian corridor is paved and lighted, but is showing its age. Plantings are present, but do little to enhance the space. The north end of the corridor has an assortment of dumpsters located somewhat randomly, and would need a better location to make the corridor more attractive and safe.
- Single unit pedestrian lights exist in the middle of the space. Our team will analyze the photometrics of the corridor and provide recommendations related to safety, uniformity in comparison with street/sidewalk lighting levels.
- Street furniture is showing age, particularly the wood slats on benches.

Project Approach

The schedule is the immediate challenge and drives our approach, application of resources and our fee. Our intent is to provide necessary design documents to establish a safe and improved pedestrian connection between the parking ramp and the Office Tower within the project design and construction schedule, and budget.

We feel there are opportunities and idiosyncrasies within the existing conditions that suggest that a more inclusive and wider reaching conversation about the possibilities and consideration of design options, clearly outside the preliminary budgets for construction, that will better serve the neighborhood over time. We feel these opportunities, yet to be fully fleshed out, are part of our responsibility in this project. We feel we all should be asking these

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(Modified 09/23/2015)

questions ahead of this project's significant investment to explore an overall vision, while still accomplishing the project's functional requirements related to access and circulation. We also understand that these opportunities should be explored, at a conceptual level, during our 60 day project schedule.

Task 1 – Obtain Existing Information (Week 1-2)

We understand "survey" information is likely to come in separate documents, some in digital form, some as hard copy, only. We will assemble these documents and provide an overall, digital, base for our work. If it is determined that the available information is not sufficient or has inconsistencies, we are available to conduct field survey as needed as an additional service.

Analysis of Main Street traffic and pedestrian crossing can best be determined and defended with traffic data, i.e. vehicle counts at streets and counts of turning movements at intersections. We can estimate pedestrian movements based on employee counts and parking spaces. Our proposal does not include doing field work to create traffic counts, but if necessary, our team can provide that work as an additional service.

After obtaining, compiling and reviewing existing information, we will provide an assessment related to adequacy for the project and recommendations for additional information, if required.

We will review project status with city staff and prepare for the upcoming workshop. We will also inspect the reclaimed building materials, take additional photographs and measurements to have that information available for the workshop.

Task 2 – Analysis of Existing Information (Week 2)

We will compile the existing information into usable forms for our analyses prior to the opportunities workshop. Assuming existing information is sufficient our analyses will include:

- Photometric analysis of existing lighting in the midblock pedestrian connection and a typical streetscape section.
- Overall neighborhood aesthetic quality, existing conditions and components.
- Grade, drainage and circulation slope for project area.

Task 3 – Opportunities Workshop (Week 3)

We will bring our team to Menasha for a two-day interactive design workshop. We will meet with the steering committee in a input session to gain insight into goals and objectives for the project. We will present our initial impressions, analyses and compare ideas. We will walk the project site. The

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project team will develop design options through the two day workshop and present the results at the end of the second day. Products will include plans, sketches, pictures of precedents and other visualization tools to communicate ideas.

Workshop activities will include exploration of all of the project design areas and adjacent properties and activities. We will also conduct a dedicated public art brainstorming session as a starting point for exploring the possibilities of integrated public art elements within the master plan and possibly phase I implementation.

We will close the workshop by reconvening the steering committee to report our findings, explore design options and implementation phasing. The 60 day schedule requires decision on the general direction of a long term master plan and initial phase priorities. If firm direction cannot be determined, options will be carried into the next task for additional study.

Task 4 – Preliminary Master Plan and Phase I Implementation Plan, Details and Specifications (Week 3 – 5)

Based on direction determined at the close of the opportunities workshop, we will prepare a preliminary master plan and a phase I implementation plan for the project area. The goal is to provide the functional project requirements within phase I, while setting the stage for future implementation of a larger vision for the neighborhood. Ideally phase I implementation work will fall within the initial budget and will not need major modification or removal for full implementation of the master plan, over time.

We will prepare options for both master plan and implementation where needed to further study the implications and opportunities. We will prepare preliminary cost estimates for phase I implementation to be sure we are tracking that budget as the project is further defined and detailed. At this time, we anticipate that phase I implementation **MAY NOT** include final design documentation and construction for:

- Full reconstruction of Mill Street
- Replacement of lighting within the midblock pedestrian corridor
- Full implementation of a public open space corridor and adjoining property owner spaces within the midblock pedestrian corridor area.
- Full implementation of a public open space at the terminus of Mill Street and the riverwalk.

Final scope of construction project will be determined during the project process and is based on the current construction budget of \$200,000.

Task 5 – Steering Committee Review (Week 5)

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Review of preliminary master plan, phase I implementation plans, details, specifications and cost estimates with city staff and steering committee to finalize project decisions.

Task 6 – Final Master Plan and Phase I Bidding Documents (Week 6-8)

The final master plan will include plans, sketches, supporting narrative and a itemized cost estimate in current dollars.

Bid documents for phase I implementation will include plans, details, technical specifications and cost estimate. We assume bid documents and contract for construction will utilize standard city contract and bidding forms/specifications.

Task 7 – Final Review with Steering Committee (Week 8)

We will meet with the Steering Committee to review the final master plan and phase I implementation documents and cost estimates.

Task 8 – Presentation to Council (Week 9)

We will prepare a presentation of the project area master plan and phase I implementation and attend a meeting with the city council to present the project recommendations.

Fee

We will provide the tasks outlined above for a lump sum fee of \$34,690.00 including expenses.

Fees are based on the project process described above and based on a project construction cost of \$200,000 for phase I implementation. Fees are also based on adequacy of existing traffic information, survey and lighting/electrical base information.

Invoices will be prepared monthly with payment due within 30 days. If we are selected we will review the city's standard consultant contract and if appropriate, will use that as the basis of a contract for this project.

Attachment B					
Menasha Main Street Pedestrian Walk					
Ken Saiki Design-Landscape Architects revised proposal 9-14-2015					
Task Description	Principal	Engineering Consultants	Land. Arch	Technician	Comments
	\$140.00/hr.	\$120.00/hr.	\$110.00/hr.	\$70.00/hr.	
Preparation					
project outline - plan/confirm schedule	1				conf. call with city staff to finalize near term schedule, coordinate existing information collection
assemble base materials from city-provide assessment			2	8	
photometric analysis-existing lighting		12			survey check, provide site analysis to design team
Interactive Workshop	8	16	16	8	two day on-site workshop
site inventory/base information check					
walking tour					
stakeholder meetings/interviews					
first impressions charrette					
steering committee preview					
public meeting if desired					
Schematic Design					
Schematic design alternatives	1	4	16	20	
Review meeting with city	2	4	2		
Final Schematic Design/Master Plan, cost estimate and phase I project definition	2	16	20	8	
SECTION SUBTOTAL	14	52	56	44	
	\$1,960.00	\$6,240.00	\$6,160.00	\$3,080.00	
				\$17,440.00	
WORKING DRAWINGS & SPECIFICATIONS					
Bidding and Construction Documents					
Meetings and coordination	2	4	4		two meetings
Site preparation/erosion control plans		1	1	4	tree protection, construction access and staging, erosion control
Site layout plan			2	8	
Site grading plan		2	16		establish finish grades, wall elevations, inlet locations, contours
Civil Engineering		18			allowance based on unknown scope
Lighting/Electrical Engineering		18			allowance based on unknown scope
Planting Plan			2	12	
Site details		2	8	16	
Plan checks and revisions			8	8	
Final Specifications		4	8		
Final Cost Estimate	1	4	4	4	
	3	53	53	52	
	\$420.00	\$6,360.00	\$5,830.00	\$3,640.00	
				\$16,250.00	
	\$2,380.00	\$12,600.00	\$11,990.00	\$6,720.00	
Expenses Allowance				\$1,000.00	travel expenses, only.
TOTAL BASIC SITE SERVICES FEE				\$34,690.00	