

## **PROFESSIONAL SERVICES CONTRACT**

**AGREEMENT** made this   20th   day of  June , 2023, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and  CONFLUENCE INC , (hereinafter referred to as "LANDSCAPE ARCHITECT").

**IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:**

**1. SCOPE OF SERVICES.** The City retains LANDSCAPE ARCHITECT for LANDSCAPE ARCHITECTURAL services for the **Fred Richards Park Master Plan Implementation Project**.

**2. CONTRACT DOCUMENTS.** The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Professional Services Agreement;
- B. Insurance Certificate;
- C. LANDSCAPE ARCHITECT's Professional Services Agreement and Exhibits dated June   , 2023 for Design Services for  Fred Richards Park .
- D. Confluence Fee Estimate Schedule for Fred Richards Park

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts, with Contract Document "A" having the first priority and Contract Document "C" having the last priority.

**3. COMPENSATION.** LANDSCAPE ARCHITECT shall be paid by the City for the services described in the Proposal a not to exceed fee of  \$1,220,527 . Services shall be paid at an hourly rate in accordance with the Agreement, subject to the not to exceed fee. The not to exceed fees and expenses shall not be adjusted if the estimated hours to perform a task, the number of required meetings, or any other estimate or assumption is exceeded. LANDSCAPE ARCHITECT shall bill the City as the work progresses. Payment shall be made by the City within thirty-five (35) days of receipt of an invoice.

**4. DOCUMENT OWNERSHIP.** All reports, plans, models, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.

**5. CHANGE ORDERS.** All change orders, regardless of amount, must be approved in advance and in writing by the City. No payment will be due or made for work done in advance of such approval.

**6. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, LANDSCAPE ARCHITECT shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

**7. STANDARD OF CARE.** LANDSCAPE ARCHITECT shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional LANDSCAPE ARCHITECT under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of LANDSCAPE ARCHITECT's services.

**8. INDEMNIFICATION.** LANDSCAPE ARCHITECT shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

**9. INSURANCE.** LANDSCAPE ARCHITECT shall secure and maintain such insurance as will protect LANDSCAPE ARCHITECT from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$1,000,000 each occurrence/aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability	\$1,000,000 each occurrence/aggregate

The City shall be named as an additional insured on the general liability policy on a primary and non-contributory basis. Before commencing work, the LANDSCAPE ARCHITECT shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

**10. INDEPENDENT CONTRACTOR.** The City hereby retains LANDSCAPE ARCHITECT as an independent contractor upon the terms and conditions set forth in this Agreement. LANDSCAPE ARCHITECT is not an employee of the City and is free to contract with other entities as provided herein. LANDSCAPE ARCHITECT shall be responsible for selecting the means and methods of performing the work. LANDSCAPE ARCHITECT shall furnish any and all supplies, equipment, and incidentals necessary for LANDSCAPE ARCHITECT's performance under this Agreement. City and LANDSCAPE ARCHITECT agree that LANDSCAPE ARCHITECT shall not at any time or in any manner represent that LANDSCAPE ARCHITECT or any of LANDSCAPE

ARCHITECT's agents or employees are in any manner agents or employees of the City. LANDSCAPE ARCHITECT shall be exclusively responsible under this Agreement for LANDSCAPE ARCHITECT's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

**11. SUBCONTRACTORS.** LANDSCAPE ARCHITECT shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. LANDSCAPE ARCHITECT shall comply with Minnesota Statutes § 471.425. LANDSCAPE ARCHITECT must pay subcontractors for all undisputed services provided by subcontractors within ten (10) days of LANDSCAPE ARCHITECT's receipt of payment from City. LANDSCAPE ARCHITECT must pay interest of one and five-tenths percent (1.5%) per month or any part of a month to subcontractors on any undisputed amount not paid on time to subcontractors. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars (\$100.00) or more is Ten Dollars (\$10.00).

**12. CONTROLLING LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Carver County Minnesota.

**13. MINNESOTA GOVERNMENT DATA PRACTICES ACT.** LANDSCAPE ARCHITECT must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by LANDSCAPE ARCHITECT pursuant to this Agreement. LANDSCAPE ARCHITECT is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event LANDSCAPE ARCHITECT receives a request to release data, LANDSCAPE ARCHITECT must immediately notify City. City will give LANDSCAPE ARCHITECT instructions concerning the release of the data to the requesting party before the data is released. LANDSCAPE ARCHITECT agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from LANDSCAPE ARCHITECT's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

**14. COPYRIGHT.** LANDSCAPE ARCHITECT shall defend actions or claims charging infringement of any copyright or software license by reason of the use or adoption of any software, designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom.

**15. PATENTED DEVICES, MATERIALS AND PROCESSES.** If the Contract requires, or the LANDSCAPE ARCHITECT desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the LANDSCAPE

ARCHITECT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the City. If no such agreement is made or filed as noted, the LANDSCAPE ARCHITECT shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend the City for any costs, liability, expenses and attorney's fees that result from any such infringement.

**16. RECORDS.** LANDSCAPE ARCHITECT shall maintain complete and accurate records of hours worked and expenses involved in the performance of services.

**17. ASSIGNMENT.** Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

**18. WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

**19. ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

**20. TERMINATION.** This Agreement may be terminated by the City for any reason or for convenience upon written notice to the LANDSCAPE ARCHITECT. In the event of termination, the City shall be obligated to the LANDSCAPE ARCHITECT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination.

Dated: \_\_\_\_\_, 2023.

**CITY OF EDINA**

BY: \_\_\_\_\_  
James Hovland, Mayor

BY: \_\_\_\_\_  
Scott Neal, City Manager

Dated: \_\_\_\_\_, 2023.

\_\_\_\_\_  
BY: \_\_\_\_\_  
Its \_\_\_\_\_

June, 2023

Perry Vetter, Parks and Recreation Director  
City of Edina  
4801 W 50th Street  
Edina, MN 55424  
[PVetter@EdinaMN.gov](mailto:PVetter@EdinaMN.gov)

**RE: Fred Richards Park, 22536  
Professional Services Agreement**

Perry:

We are pleased to submit this professional Services agreement for Park Design and Implementation Services as provided herein between the City of Edina (*Client*) and Confluence (*Landscape Architect*). Please return one copy of the executed agreement to Confluence. We are looking forward to working on your Project!

## **Project**

Fred Richards Park, 4400 Parklawn Ave., is being created from the former Fred Richards Executive Golf Course. The 43-acre site will become a multi-use park for a variety of year-round activities and a variety of amenities that can help residents reconnect with nature and each other. The Park will consist of three key areas, the Central Green, Nature Bank and Great Lawn and Loop. The Central Green will be home to active programming including, courts, park building/trailhead, stage and pavilion, destination playground, gathering spaces, trails and parking. The Nature Bank will include potential wetland banking, wetlands and natural areas, native vegetation, landform, nature play nodes, wildlife habitat and structures, boardwalks and trails, seating, interpretive and educational opportunities. The Great Lawn and Loop will a multi-use great lawn for recreation and gathering, trails, picnic pavilions, a bike playground and the former Lake Edina Park. The Confluence Team will include Landscape Architecture, Business Planners, Engineers, and Programming specialists to develop and implement the plan.

## **Article 1: Park Development Services**

- 1.1 Scope of Services. The Scope of Park Design and Implementation Services to be provided under this agreement are detailed in "Exhibit B".
- 1.2 Supplemental Services. Supplemental Services are detailed in "Exhibit B" – Supplemental Services are beyond the basic Scope of Services, and when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation (either on the hourly basis stated in "Exhibit C" or the basis of a negotiated sum) beyond the Compensation stated in Article 4 Landscape Architect Compensation.

- 1.3 Standard of Care. The Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.
- 1.4 Coordination. The Landscape Architect shall coordinate the Services of its consultants and shall cooperate with the Client's representatives and separate consultants in the best interest of the Project.
- 1.5 Representations. The Landscape Architect represents that it and its consultants have and shall maintain through the performance of the Services under this agreement the requisite licenses, registrations, and/or certifications required for the performance of these Services in the jurisdiction in which the Project is located.
- 1.6 Approval of Services/Changes to Approved Services. The Landscape Architect shall proceed with a phase or design package of the Services only after receiving the Client's approval of the Services and deliverables provided in the previous phase and authorization to proceed into the next phase. Revisions to drawings or other documents shall constitute Supplemental Services made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.
- 1.7 Opinions of Probable Construction Costs. Opinions of probable construction costs provided by the Landscape Architect are based on the Landscape Architects 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 that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed to in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.
- 1.8 Certifications. The Client shall not request certifications which would require legal opinions or knowledge or serviced beyond the scope of the Agreement. All such certifications shall be limited to professional opinions rendered in accordance with generally accepted standards of professional practice.
- 1.9 Construction Safety. The presence of the Landscape Architect, its employee's, or consultants at the Project site shall not be deemed an assumption by the Landscape Architect of any obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or regulatory health or safety requirements, if any. The Landscape Architect, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.

## Article 2: Client's Responsibilities

- 2.1 Program. The Client shall provide the detailed Project description and budget parameters designated "Exhibit A" and attached hereto.
- 2.2 Information
- 2.2.1 The Client shall provide site surveys and legal information, including as applicable: written legal description of site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is located, rights-of-way, easements, encroachments, zoning, covenants, and deed or other restrictions, if any.
  - 2.2.2 The Client shall provide for the Landscape Architect's right to enter from time to time, property owned by the Client or others so the Landscape Architect may perform the Services.
  - 2.2.3 The Client shall be responsible for all legal, accounting, and insurance Services the Client may require or deem necessary in the interest of the Project.
- 2.3 Independent Testing. The Client shall provide independent testing Services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste presence and characteristics.
- 2.4 Reliance. The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work provided by the Client and the Client's consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client, provided that the Landscape Architect has acted in accordance with the standard of care described in section 1.1 above.
- 2.5 Client's Representative. The Client shall designate a representative with authority to act on the Client's behalf with regard to the Project. If for any reason the Client's designated representative is replaced during the progress of the Project, the Landscape Architect shall be notified of the change in a timely manner.
- 2.6 Approvals. 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 Services. Comments from the Client's Representative shall be a consolidation of all comments of interested user groups or entities to provide clear direction of the Landscape Architect and to avoid delays.
- 2.7 Notice of Nonconformance. If the Client observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the Landscape Architect or any fault or defect in the Project, the Client shall promptly give written notice thereof to the Landscape Architect.
- 2.8 Project Permit and Review Fees. The Client shall pay all fees required to secure jurisdictional approvals for the Project.

### Article 3: Ownership of Documents

- 3.1 The Landscape Architect shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices in any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Landscape Architect (collectively, the “Design Materials”).
- 3.2 Subject to payment by the Client of all Compensation and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project. Termination of the Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Client’s possession or control shall be returned to the Landscape Architect within 21 days of the notice of termination.
- 3.3 The Client, to the fullest extent permitted by law, shall indemnify and hold harmless the Landscape Architect for costs, including legal fees and defense costs, liability of loss, which result from unauthorized modification of the Design Materials, if any, or the use of Design Materials for any purpose other than the Project.
- 3.4 In the event this Agreement is terminated prior to the completion of the Project, the Landscape Architect shall have no liability to the Client or anyone claiming through the Client for any claims, liabilities, or damages resulting from the use, misuse, or modification of the Design Materials without the Landscape Architect’s approval, and the Client agrees to indemnify and defend the Landscape Architect against all such claims.

### Article 4: Landscape Architect Compensation

- 4.1 Compensation for the Scope of Services described in section 1.1 of “Exhibit B” under this agreement shall be the Stipulated Sum plus Reimbursable Expenses as defined below, Supplemental Services described in Section 1.2 of “Exhibit B”, when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in “Exhibit C” or on the basis of a negotiated fee provided in an amendment to this Agreement. The Compensation breaks out as follows:

Confluence:	\$647,550.00
EOR:	\$388,027.00
PROS Consulting:	\$25,550.00
Wigen Consulting:	\$55,350.00
ERA Structural:	\$7,500.00
EDI-Dolejs:	\$35,000.00
EVS:	\$21,550.00
Braun:	\$18,000.00
CPMI:	\$22,000.00
<b>Total:</b>	<b>\$1,220,527.00</b>



- 4.2 Reimbursable Expenses are expenditures as made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 15%. Reimbursable Expenses include but are not limited to the following:
- 4.2.1 travel expenses in connection with the Project, living expenses in connection with out-of-town travel, long distance communications.
  - 4.2.2 costs of reproductions, faxes, postage and handling of documents messenger and overnight delivery services.
  - 4.2.3 costs of renderings photographs, models, and mock-ups requested by the Client.
  - 4.2.4 expense of professional liability insurance dedicated exclusively to the Project, or additional insurance coverage of limits requested by the Client in excess of that normally carried by the Landscape Architect and its consultants.
  - 4.2.5 costs of printing and delivering bid packages.
  - 4.2.6 services of professional consultants which cannot be quantified at the time of contracting; and
  - 4.2.7 other, similar direct Project-related expenditures.

4.3 Payments

- 4.3.1 Monthly payments to the Landscape Architect shall be based on (1) the percentage of Scope of Services completed in accordance with the Services provided herein and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
- 4.3.2 If the Client disputes, in good faith, all or any portion of any statement from the Landscape Architect for Landscape Architectural Services or Reimbursable Expenses, the Client shall notify the Landscape Architect in writing within seven (7) days of receipt of the disputed statement, describing the nature of the dispute and including a reasonable detailed explanation of the reason for the dispute.
- 4.3.3 Payments are due and payable 45 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 60 days after the invoice date shall be determined overdue and shall accrue 1.5% simple interest per month. In the event any portion or all of an account remains unpaid 120 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Pursuant to section 7.2, herein, at the Landscape Architect's option, overdue payments may be grounds for termination or suspension of Services.

**Article 5: Insurance, Indemnification, Consequential Damages & Limitation of Liability**

- 5.1 Insurance. The Landscape Architect shall secure and maintain insurance coverages indicated as follows:

<u>Coverage:</u>	<u>Liability Limits:</u>
Professional Liability:	\$2,000,000 per claim/\$4,000,000 aggregate
Commercial General Liability:	\$1,000,000 per claim/\$2,000,000 aggregate
Comprehensive Automobile Liability:	\$1,000,000 combined single limit
Umbrella Liability:	\$3,000,000 each occurrence/\$3,000,000 aggregate

Drone Aviation Liability:	\$1,000,000 per claim
Workers Compensation:	\$2,000,000 per claim/\$2,000,000 policy limit

## 5.2 Indemnification

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

5.2.2 Since it would be unfair for the Landscape Architect to be exposed to liability for its failure to perform a service that the Client has either refused to authorize or has instructed the Landscape Architect not to perform, the Client hereby waives all claims against the Landscape Architect and agrees to defend, indemnify and hold the Landscape Architect harmless from claims or liability for injury or loss allegedly arising from the Landscape Architect's failure to perform a service that the Client has either refused to authorize or has instructed the Landscape Architect not to perform.

5.3 Consequential Damages. The Landscape Architect and the Client waive consequential damages for claims, disputes, or other matters in question which arise of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 thereof.

5.4 Limitation of Liability. To the maximum extent permitted by law, the Client agrees to limit the Landscape Architect's liability for the Client's damages to the sum of \$500,000.00 or the Landscape Architect's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

In the event the Client does not wish to limit the Landscape Architect's professional liability, the Landscape Architect agrees to waive this limitation upon written notice from the Client and agreement of the Client to pay, in addition to the agreed upon Landscape Architect's fee, a fee of 10% of the Landscape Architect's previously agreed upon fee within five (5) calendar days after this Agreement is fully executed. This additional fee is in consideration of the greater risk involved in performing work for which there is no limitation of liability.

5.5 Waiver of Subrogation. To the extent damages are covered and paid by property insurance during construction, the Client and the Landscape Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages. The Client and the Landscape Architect, respectively, shall require their contractors, consultants, agents and employees' similar waivers in favor of the parties enumerated herein.

- 5.6 Hazardous Material Waiver. Unless otherwise provided in the Agreement, the Landscape Architect and the Landscape Architect's consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

## 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 between the parties or their representatives who shall have authority to settle the dispute. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation in accordance with section 6.2.
- 6.2 If the dispute is not settled pursuant to section 6.1, before recourse to any other dispute resolution procedure, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be the location of the Project unless the parties agree otherwise. A request for mediation may be filed with the American Arbitration Association or any other mediation service acceptable to both parties. The parties agree to conclude the mediation within 60 days of filing the request. Unless otherwise agreed the cost of mediation shall be shared equally by both parties.
- 6.3 For any claim subject to, but not resolved by, mediation pursuant to 6.2, the method of binding dispute resolution shall be as follows:
- Arbitration pursuant to section 6.4 of this Agreement
  - Litigation in a court of competent jurisdiction
- 6.4 If the parties have selected arbitration in section 6.3, claims, disputes, and other matters in question between the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. All arbitration hearings shall be conducted at the location of the mediation shall be the location of the Project unless the parties agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or tother matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.
- 6.5 Unless otherwise agreed in writing, the Landscape Architect agrees to continue to perform its Services during any dispute resolution proceedings. If the Landscape Architect continues to perform, the Client shall continue to make payments in accordance with this Agreement for amounts not in dispute.

- 6.6 Appropriate provisions for consolidation shall be included in other contracts relating to the Project so that all parties necessary to resolving a claim can be made parties to the same dispute resolution proceeding.
- 6.7 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

#### **Article 7: Suspension/Termination**

- 7.1 This agreement may be terminated by either party on seven (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.
- 7.2 The Client's failure to make payments to the Landscape Architect in accordance with the provisions of this agreement shall be deemed a substantial failure to perform and a cause for termination; however, in this circumstance the Landscape Architect, at its options, may elect to suspend its Services on seven (7) days written notice to the Client. The Landscape Architect shall have no liability to the Client for any delays caused by a suspension under this provision.
- 7.3 If the Client suspends the Landscape Architect's Services for any reason, the Landscape Architect shall be compensated for all Landscape Architectural Services performed to that date, and the Landscape Architect shall have no liability to the Client for any delays caused by the Client's decision to suspend the Services.
- 7.4 When suspended Services are resumed, the Landscape Architect shall be compensated for expenses incurred due to the interruption and resumption of the Landscape Architectural Services, and the Compensation and the Schedule of Services for the Services remaining to be performed shall be equitably adjusted.
- 7.5 A suspension of Services by either party for more than thirty (30) days may, at the Landscape Architect's option, be deemed grounds for termination of the Agreement.
- 7.6 If termination is not due to the fault of the Landscape Architect, the Client shall pay, in addition to Compensation and Reimbursable Expenses due at the time of termination, all actual costs and expenses reasonable incurred by the Landscape Architect in connection with such termination. In addition, the Client shall comply and cooperate in accordance with the provisions of Article 3, Ownership of Documents.
- 7.7 The Client may terminate this Agreement for convenience and without cause with seven (7) days written notice to the Landscape Architect providing, in addition to the Compensation, Reimbursable Expenses, and compliance with the Ownership of the Documents provisions indicated in section 7.6, above.

## Article 8: Other Terms & Conditions

- 8.1 Promotional Materials & Images. The Landscape Architect shall have the right to include photographic or artistic representations of the design of the Project among the Landscape Architect's promotional and professional materials. The Landscape Architect shall be given reasonable access to the completed Project to make such representations. However, the Landscape Architect's materials shall not include the Client's confidential or proprietary information if the Client has previously advised the Landscape Architect in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for the Landscape Architect in the Client's promotional materials for the Project.
- 8.2 Force Majeure. Either party, as applicable, shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or the recovery from such cause ("Force Majeure"). The parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.
- 8.3 Notices. Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered mail, return receipt requested at the addresses indicated on the first page of this Agreement.
- 8.4 Assignment. Neither party shall assign their interest in this Agreement without the expressed written consent of the other, except as to the assignment of the proceeds.
- 8.5 Third Party Relationships. Nothing in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of, any third party against either the Client or the Landscape Architect.
- 8.6 Severability. If any term or provision of the Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.
- 8.7 Captions. Captions of articles, sections, paragraphs, or subparagraphs of this agreement are for convenience and reference only.
- 8.8 Governing Law. The laws of the State of Minnesota shall govern this agreement.
- 8.9 Complete Agreement. This Agreement represents the entire understanding between the Client and Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in writing signed by both the Client and Landscape Architect.

8.10 Limitations Period. As between the parties to the Agreement: as to all acts or failures to act by either party to the Agreement, any applicable statute of limitations shall commence to run, and any alleged cause of action shall be deemed to have accrued in any and all events not later than the completion of Services under the Agreement.

**Exhibits**

The following Exhibits are incorporated in and made part of this Agreement:

- “A” Scope of Services and Supplemental Services
- “B” Allocation of Services Fee Estimate
- “C” Landscape Architect’s Hourly Compensation Rates & Reimbursable Expenses Schedule

**Offered by:**

Confluence, Inc.

**Accepted By:**

City of Edina

06-2023

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_  
Terry Minarik, Principal

Printed Name & Title

\_\_\_\_\_  
Scott Neal, City Manager

Printed Name & Title

Confluence  
530 N Third Street, Suite 120  
Minneapolis, Minnesota 55401

## Exhibit “A”: Scope of Services

### 1.1 Scope of Services

- 1.1.1 Kick Off and Data Collection Phase. To identify the physical attributes and limitations of the site relative to the Project.

The Landscape Architect shall:

- (a.) Provide a site topographical survey identifying existing site conditions and features such as topography, wetlands, roadways, parking, structures/buildings, vegetation, including significant specimen plants, water elements, structures, utilities, site boundaries and known off-site considerations relevant to the site, like access and relationships of current, future or planned development.
- (b.) Review applicable Governmental requirements including zoning, ordinances, and permit requirements, known special restrictions, and zoning conditions.
- (c.) Review concept design and any changes in design direction.
- (d.) Requirements and restrictions associated with existing water treatment facilities that are existing on site.
- (e.) Pre-Banking Coordination
  - a. City Staff and Consultant workshop to discuss project goals, options, and constraints.
  - b. Site Review meeting with city and partners.
  - c. Prepare financial evaluation of project costs, returns and market evaluation.
  - d. TEP and Corps Coordination to reengage project.
  - e. Wetland delineation and re-approval.
  - f. Develop draft concept plan with input from city departments and partners.
  - g. Coordinate city and partner review prior to wetland band plan scoping document submittal.
  - h. Phase 1 Archeological Survey.
- (f.) Provide geotechnical soils analysis for key areas of the site and a summary description of needed tests.
- (g.) Discuss Sustainability goals and objectives and what documentation and recording is required throughout the process as related to the SITES requirements and certification.
- (h.) Meetings with City and Consultants to coordinate project timeline and project goals and objectives.

- 1.1.2 Schematic Design Phase. Based on the Site Analysis Phase findings, the Landscape Architect shall further explore the concept design and develop a schematic design through the following:

- (a.) Identify, with the Client, needs such as, but not limited to:
  - i. Wetland banking area and requirements associated with this type of development.
  - ii. Landscape and hardscape throughout the park.
  - iii. Park building program and business plan.
  - iv. Park programming
  - v. Park structures, storage, and maintenance buildings for park and city.
  - vi. Utilities and Infrastructure needed for park.
  - vii. Water treatment plant operations

- viii. Pedestrian circulation and access to the park.
- ix. Site furnishings and specialty features including, firepits, fireplaces, and water features.
- x. Stormwater, green infrastructure, and drainage needs.
- xi. Sustainability requirements, documentation and recording(SITES)
- xii. Site and building lighting and electrical needs.
- xiii. Site grading and wall structures.
- xiv. Site electrical and lighting
- xv. Fencing, and site security.
- xvi. Playgrounds and Play Areas
- xvii. Courts and games areas.
- xviii. Lawn areas for recreation and gathering.
- xix. Wildlife habitat areas.
- xx. Bike playground and all wheel's area.
- xxi. Site Access and parking.
- xxii. Signage and branding of park.
- xxiii. Relationship to existing Nine Mile Creek Trail system.

(b.) Prepare 30% drawings illustrating design for the form and configuration of the Park Program elements on the site.

- (i)  Site preparation/demolition plans
- (ii)  Layout plan(s)
- (iii)  Grading and drainage plans
- (iv)  Storm sewer, sanitary sewer, and water main plan
- (v)  Roads and parking plans
- (vi)  Furnishings & amenity plans
- (vii)  Lighting and electrical plans
- (viii)  Structural details
- (ix)  Planting plans and details
- (x)  Irrigation concepts
- (xi)  Signage plans and details

(c.) Evaluate alternative design concepts as needed and, in conjunction with the Client, identify a preferred design direction.

(d.) Based on the preferred design, prepare a schematic design plans, models, and graphics (at appropriate scale) illustrating the form and configuration of the proposed improvements on the site.

(e.) Review of Wetland Banking process and requirements.

- a. Wetland Bank plan scoping document
- b. Wetland Bank draft MBI
- c. Wetland Bank final MBI
- d. Meetings

(f.) Wetland Permitting for Park Improvements

- a. Alternatives analysis
- b. Impacts exhibits for joint permit application.
- c. Pre-permit draft submittal to agencies
- d. Final joint permit application (NWP not IP)
- e. Response to application comments
- f. Meetings



- (g.) Work with the City of Edina Values Viewfinder team to engage the public in process and development of the park sharing the schematic design graphic progress.
- (h.) Develop a programming, activation, and funding strategy for the park.
- a. Plan Review and Context of existing concept
  - b. Perform an operations analysis.
  - c. Conduct a programming precedent study.
  - d. Perform a market analysis of related programming.
- (i.) Prepare a Business Plan for the Park Building based on initial programming that will inform Function, Architectural design, Operations and Maintenance.
- a. Kick-Off, Data Collection and Walk the Park
    - i. Kick-off Meeting – Conduct a meeting to present and discuss the following:
      - Outcome Expectations Confirmation – The project goals and objectives will be discussed in conjunction with project market and economic factors; detailed work plan will be reviewed and project schedule will be confirmed.
      - Review of Assumptions and Limiting Factors – The Project Team will facilitate discussion and review with the key management the assumptions required to gauge the dynamic variables for the business operational strategies. These base assumptions will be expanded to provide the framework for continued analysis and strategy development.
      - Communications – Confirmation on lines of communication, points of contact, level of involvement by key management, and other related project management details.
    - ii. Data Collection and Review – The Project Team will request, collect, log, and review potential data and information required to facilitate a thorough understanding of the project background (e.g., surveys, maintenance impact, most up-to-date design and any estimated capital costs).
  - b. Market Analysis
 

Based on the agreed upon program, the Consulting Team will also analyze all major direct and indirect service providers. Direct and indirect service providers will be based on typical services/programs administered in similar facilities. An inventory of comparable amenities will be performed on a local basis to attempt to quantify opportunities. Relative market share will then be estimated by integrating competitor amenities and locations. The following steps will provide the basis for the Market Definition:

    - i. Service Provider Analysis – The Project Team will analyze all major direct and indirect service providers based on a set drive time or distance radius. Direct and indirect service providers will be based on typical services/programs administered in facilities. This data will be utilized to compare against the activities and programs identified in the Market Definition. An inventory of comparable facilities will be performed on a local and regional basis to attempt to quantify market share. An analysis of competition will include location, service offering, pricing, and attraction.
    - ii. Market Definition – The Project Team will confirm the size of the market by age segment and race/ethnicity for the study area. Detailed demographic analysis will be compared to potential recreational activities to estimate

potential participation per national and local trends. This will help to determine the size of the activity market by age segment and frequency rates that can be applied to the building.

c. Programming & Partnership Strategy

Visioning and Core Program – Utilizing the analysis completed by the City and Confluence, the PROS Team will work with them to identify the recommended core programs for the facility. The outcome of this task will be used to establish preliminary performance and management alternatives for the facility.

d. Operations, Maintenance and Governance Analysis

The PROS Team will develop an operations and maintenance analysis of the facility and trail head. This includes estimating operational expenditures and revenues. The analysis should recommend the optimal approach for “activating” the facility in a way that best serves the community and that best utilizes partners and stakeholders. The PROS Team will utilize information gathered to recommend maintenance and operational standards, resource requirements, programming strategies, and funding options for the preferred concepts. If not already completed, this will include:

- Facilitating a discussion with the key management regarding the financial and operational assumptions required to gauge the dynamic variables for ongoing operational strategies. These base assumptions will be expanded to provide the framework for continued analysis and strategy development.
- Establishing operational standards and costs for the facility based on set or already-existing maintenance standards for full operation. This will include hours of operation, maintenance standards, staffing levels needed, technology requirements and customer service requirements based on established and agreed upon outcomes. After consultation with the staff, operational costs for the facility will be finalized.
- Based on the operational plan for the building, and park related amenities, PROS will develop a pricing strategy for fees and program services with the desired outcome of a revenue sustainable facility. This will be converted into one (1) five- year pro forma and operating budget including one (1) iteration of Client Team review for accuracy. Funding options will be identified and evaluated against their potential support and success. These options will include a combination of partnerships and sponsorships, ancillary revenue generation opportunities, and other available resources.

e. The Consulting Team will work with the City to develop a partnership policy, which can include the following:

- Request for Interest Framework
- Development of Key Components of the Lease
- Financial Impact of Lease
- Management of the Lease including staff oversight

- f. The Consulting Team’s deliverable will include an operational pro forma and action plan. All assumptions on staffing, direct costs, indirect costs, visitation/participation, pricing, and proposed modifications to existing policies should be explicitly identifiable.
- g. Business Plan Operations Plan Report  
Report Development & Briefings – A Business Plan will be written with analysis of findings, priorities, timeframes, and recommendations to include measurable outcomes. Briefings on the Master Plan will be made to the City of Edina with revisions concluded, enabling the delivery of the final report.
- (j.) Develop Plan for Sustainability related to SITES requirements and begin Documentation and Recording process.
- (k.) Preliminarily select key materials or material systems and prepare preliminary designs for key construction details.
- (l.) Prepare an opinion of probable construction costs for the schematic design plan, including a recommended contingency.
- (m.) Submit the plan(s), details, cost opinion, and other deliverables as appropriate comprising the Schematic Design submittal to the Client and City for review and approval.
- (n.) Attendance at the following meetings/hearings:
  - (i)  Public engagement meetings and Presentations
  - (ii)  Design review and client meetings
  - (iii)  Jurisdictional review/approval meetings (City and State)

1.1.3 Design Development Phase. Based on the Schematic Design approved by the Client, the Design Team shall refine and sufficiently detail the proposed form of the improvements to comprehensively convey the design intent through the following:

- (a.) Revise and refine the Schematic Design plan to define the location of the proposed improvements in relation to both the existing site features and the other proposed improvements.
- (b.) Prepare design detail sketches illustrating the proposed forms, materials, colors, and textures of the proposed improvements.
- (c.) Prepare 60-90% drawings as required to illustrate the design intent:
  - (xii)  Site preparation/demolition plan
  - (xiii)  Layout plan(s)
  - (xiv)  Grading and drainage plan
  - (xv)  Storm sewer, sanitary sewer, and water main plan
  - (xvi)  Roads and parking plans
  - (xvii)  Furnishings & amenities plan
  - (xviii)  Lighting and electrical plan
  - (xix)  Structural details
  - (xx)  Planting plans and details
  - (xxi)  Irrigation concepts
  - (xxii)  Signage plans and details
  - (xxiii)  Outline Specifications

- (d.) Develop program plan including:
  - a. Program vision and guiding principles
  - b. Site planning
  - c. Partnership strategy
  - d. Operations strategy
  - e. Program plan development
- (e.) Update opinion of probable costs of the proposed improvements, indicating when appropriate the assumptions on which the opinion is based.
- (f.) Submit the plans, details, cost opinion, and other deliverables as appropriate comprising the Design Development submittal to the Client for review and approval.
- (g.) Work with the City of Edina Values Viewfinder team to engage the public in process and development of the park sharing the design development graphic progress.
- (h.) Documentation and Recording for Sustainability requirements as related to SITES.
- (i.) Meetings and coordination with the City and Consultants.
- (o.) Attendance at the following meetings/hearings:
  - (i)  Public coordination & design review meeting
  - (ii)  Jurisdictional review/approval hearing

1.1.4 Construction Document Phase. Based on the Design Development phase submission approved by the Client, the Landscape Architect shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- (a.) Prepare 100% construction documents including:
  - (i)  Site preparation/demolition plan
  - (ii)  Layout plan(s)
  - (iii)  Grading and drainage plan
  - (iv)  Storm sewer, sanitary sewer, and water main plan
  - (v)  Roads and parking plans
  - (vi)  Furnishings & amenities plan
  - (vii)  Lighting and electrical plan
  - (viii)  Structural details
  - (ix)  Planting plans and details
  - (x)  Irrigation concepts
  - (xi)  Signage plans and details
  - (xii)  Specifications
- (b.) Prepare construction details to describe the materials, spatial relationships, connections, and finished suitable for constructing the proposed improvements.
- (c.) Prepare construction specifications for the proposed improvements.
- (d.) Coordinate the drawings and specifications prepared by the Landscape Architect's consultants, and with City and any other consultants.
- (e.) Finalize Programming Plan
  - a. Site planning
  - b. Operations strategy
  - c. Program plan
  - d. Partnership -initial outreach

- (f.) Update opinion of probable costs of the proposed improvements.
  - (g.) Documentation and Recording for Sustainability requirements as related to SITES.
  - (h.) Prepare documents suitable for review for compliance with applicable governmental requirements and assist the Client in the submission to governmental agencies.
  - (i.) Address timely and applicable review comments received from agencies and revise Construction Documents for compliance when required.
  - (j.) Meeting and coordination with the Consultants, City and their representatives.
  - (k.) Meetings and coordination with the Consultant team
  - (l.) Submit one electronic pdf set of the Construction Documents to the client for review.
- All printed copies will be Reimbursable Expense as provided in Article 4.

1.1.5 Bidding & Contract Negotiation Phase. When the contracts are bid, the Landscape Architect shall assist the Client during the bidding process to identify the Contractor to construct the Project and establish a firm price to accomplish the work. Once the bidding results are known, the Landscape Architect shall assist the Client to establish the contract terms for construction of the Project. The Landscape Architect shall:

- (a.) Coordinate the schedule for bid advertising, addenda, bid opening and the following bid process tasks:
  - (i)  Pre-bid qualification process
  - (ii)  Pre-bid conference
- (b.) Prepare and organize bid solicitation and proposal forms consistent with Client's requirements.
- (c.) Arrange for printing (if applicable) and distribution of the bid documents.
- (d.) Conduct pre-bid conference (if applicable) and document the proceedings.
- (e.) Clarify the Construction Documents as required through the preparation and issuance of addenda including materials substitutions and equals.
- (f.) Attend the bid opening.
- (g.) Review bids including alternates and prepare a recommendation on the award of the contract to the Client.
- (h.) Arrange for transmittal of Construction Documents to the selected contractor.
- (i.) Meet with selected contractor to review the Construction Documents and the proposed improvements.
- (j.) Provide clarification to the Construction Documents as reasonably required.

1.1.6 Construction Contract Administration Services. The Landscape Architect and its consultants shall provide the following administration Services associate with the construction of the Project:

- (a.) Take part in the pre-construction conference with Contractors, City and its representatives.
- (b.) Review and take appropriate action on:
  - (i)  Contractor Request for Information and clarification's (RFI's).
  - (ii)  Materials and equipment submitted by the Contractor for approval.
  - (iii)  Product submittals and shop drawings.
  - (iv)  Change Order requests by Contractor submitted for approval.

- (v)  Contractor progress applications for payment.
- (c.) Undertake to observe the work in progress at intervals appropriate to the stage of the construction for conformance with Construction Documents.
- (d.) Documentation, Recording and Monitoring for Sustainability requirements as related to SITES.
- (e.) Evaluate the completed work to determine acceptance or non-compliance based on conformity with Construction Documents.
- (f.) Conduct observations to determine completion and acceptance of the work:
  - (i)  Substantial Completion Review & punch-list creation.
  - (ii)  Final Completion Review & punch-list review.
- (g.) Review and approve Contractor pay applications and recommend acceptance of the Project by the Client.
- (h.) Weekly construction meetings with the City and the project Contractors during construction and implementation.

1.1.7 Sustainability Monitoring. Monitoring of project post construction for 1-5 years as required by SITES standards for sustainability.

End of Exhibit "A"

## **Exhibit “B”: Allocation of Services Fee Estimate**

See PDF of Excel Spreadsheet Attached.

## Exhibit “C”: Landscape Architect’s Standard Hourly Rates & Reimbursable Expenses

### STANDARD HOURLY RATES

Senior Principal .....	\$170.00 - \$250.00 per hour
Principal .....	\$160.00 - \$215.00 per hour
Associate Principal .....	\$130.00 - \$185.00 per hour
Associate .....	\$110.00 - \$170.00 per hour
Senior Project Manager .....	\$100.00 - \$150.00 per hour
Project Manager .....	\$90.00 - \$130.00 per hour
Senior Landscape Architect .....	\$90.00 - \$130.00 per hour
Landscape Architect .....	\$80.00 - \$120.00 per hour
Senior Project Planner .....	\$90.00 - \$130.00 per hour
Planner II .....	\$80.00 - \$120.00 per hour
Planner I .....	\$70.00 - \$110.00 per hour
Landscape Architect-In-Training / Landscape Designer .....	\$70.00 - \$110.00 per hour
Landscape Architect 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 .....	\$.625 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 .....	\$.10 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 7/1/2023

End of Exhibit “C”



## Exhibit “D”: Schedule of Services

The Landscape Architect shall begin providing Landscape Architectural Services on the Project promptly upon written notice to proceed and shall perform its Services as expeditiously as is consistent with the standard of care described in section 1 of the Agreement. All time frames are subject to the Client’s cooperation in accordance with the provisions in sections 1 and 2.

Service:	Anticipated Completion Date:	% Compensation:
Kick Off and Data Collection	September, 2023	7.5%
Schematic Design	October, 2023	38%
Design Development	January, 2023	18%
Construction Documents	May, 2024	18%
Bidding & Contract Negotiation Phase	June, 2024	2%
Construction Contract Administration Services	September, 2026	16.5%

End of Exhibit “D”

PROJECT NAME		TOTAL FEE		PROJECT BUDGET		PHASE		Milestone		Estimate		Actual		Variance		Cumulative		Forecast		Total		Remaining		Completion		Risk		Status			
Task ID	Description	Start	End	Phase	Milestone	Estimate	Actual	Variance	Cumulative	Forecast	Total	Remaining	Completion	Risk	Status	Task ID	Description	Start	End	Phase	Milestone	Estimate	Actual	Variance	Cumulative	Forecast	Total	Remaining	Completion	Risk	Status
001	Project Management	2022-01-01	2022-03-31	PHASE 1	Task 1.1: Project Kick-off	\$1,000,000	\$1,000,000	\$0	\$1,000,000	\$1,000,000	\$1,000,000	\$0	100%	Low	Completed	001	Project Management	2022-01-01	2022-03-31	PHASE 1	Task 1.1: Project Kick-off	\$1,000,000	\$1,000,000	\$0	\$1,000,000	\$1,000,000	\$1,000,000	\$0	100%	Low	Completed
002	Site Investigation	2022-04-01	2022-06-30	PHASE 1	Task 1.2: Site Assessment	\$2,000,000	\$2,000,000	\$0	\$3,000,000	\$3,000,000	\$3,000,000	\$0	100%	Low	Completed	002	Site Investigation	2022-04-01	2022-06-30	PHASE 1	Task 1.2: Site Assessment	\$2,000,000	\$2,000,000	\$0	\$3,000,000	\$3,000,000	\$3,000,000	\$0	100%	Low	Completed
003	Design & Construction	2022-07-01	2022-12-31	PHASE 2	Task 2.1: Conceptual Design	\$1,500,000	\$1,500,000	\$0	\$4,500,000	\$4,500,000	\$4,500,000	\$0	100%	Low	Completed	003	Design & Construction	2022-07-01	2022-12-31	PHASE 2	Task 2.1: Conceptual Design	\$1,500,000	\$1,500,000	\$0	\$4,500,000	\$4,500,000	\$4,500,000	\$0	100%	Low	Completed
004	Construction	2023-01-01	2023-12-31	PHASE 3	Task 3.1: Foundation Work	\$3,000,000	\$3,000,000	\$0	\$7,500,000	\$7,500,000	\$7,500,000	\$0	100%	Low	Completed	004	Construction	2023-01-01	2023-12-31	PHASE 3	Task 3.1: Foundation Work	\$3,000,000	\$3,000,000	\$0	\$7,500,000	\$7,500,000	\$7,500,000	\$0	100%	Low	Completed
005	Commissioning	2024-01-01	2024-03-31	PHASE 4	Task 4.1: System Testing	\$500,000	\$500,000	\$0	\$8,000,000	\$8,000,000	\$8,000,000	\$0	100%	Low	Completed	005	Commissioning	2024-01-01	2024-03-31	PHASE 4	Task 4.1: System Testing	\$500,000	\$500,000	\$0	\$8,000,000	\$8,000,000	\$8,000,000	\$0	100%	Low	Completed
006	Handover	2024-04-01	2024-06-30	PHASE 5	Task 5.1: Final Inspection	\$200,000	\$200,000	\$0	\$8,200,000	\$8,200,000	\$8,200,000	\$0	100%	Low	Completed	006	Handover	2024-04-01	2024-06-30	PHASE 5	Task 5.1: Final Inspection	\$200,000	\$200,000	\$0	\$8,200,000	\$8,200,000	\$8,200,000	\$0	100%	Low	Completed
007	Post-project	2024-07-01	2024-09-30	PHASE 6	Task 6.1: Project Review	\$100,000	\$100,000	\$0	\$8,300,000	\$8,300,000	\$8,300,000	\$0	100%	Low	Completed	007	Post-project	2024-07-01	2024-09-30	PHASE 6	Task 6.1: Project Review	\$100,000	\$100,000	\$0	\$8,300,000	\$8,300,000	\$8,300,000	\$0	100%	Low	Completed
008	Final Reporting	2024-10-01	2024-12-31	PHASE 7	Task 7.1: Project Closeout	\$200,000	\$200,000	\$0	\$8,500,000	\$8,500,000	\$8,500,000	\$0	100%	Low	Completed	008	Final Reporting	2024-10-01	2024-12-31	PHASE 7	Task 7.1: Project Closeout	\$200,000	\$200,000	\$0	\$8,500,000	\$8,500,000	\$8,500,000	\$0	100%	Low	Completed
009	Total Project Cost					\$10,000,000	\$10,000,000	\$0	\$10,000,000	\$10,000,000	\$10,000,000	\$0	100%	Low	Completed	009	Total Project Cost					\$10,000,000	\$10,000,000	\$0	\$10,000,000	\$10,000,000	\$10,000,000	\$0	100%	Low	Completed