



To: MAYOR & COUNCIL

Agenda Item #: IV. L

From: Bill Neuendorf
Economic Development Manager

Action
Discussion
Information

Date: August 20, 2013

Subject: 50th and France Parking Improvements - Design Services & Feasibility Study

Action Requested:

Authorize Mayor and City Manager to execute the proposal for engineering design services.

Information / Background:

Professional services are needed to prepare a Feasibility Study that identifies a cost-effective strategy to improve the parking facilities in the 50th & France business district.

Kimley-Horn and Associates, Inc. was identified as the preferred design/engineering firm based on input from several property owners, business owners and City staff. Kimley-Horn retains national experts in complex parking scenarios and is familiar with the 50th and France district.

This proposal takes advantage of some of the previous work conducted by Walker Parking in 2012 and includes a broader scope that is intended to provide a more comprehensive assessment of how public improvements can contribute to the economic health and prosperity of the district and Edina community.

Key elements of this proposal include the following:

- 1) Numerous opportunities for stakeholder input so that the final design is strongly supported by property owners, businesses, residents and other customers
- 2) Identification of way-finding strategies and best management practices for increasing the efficient use of parking spaces
- 3) Streetscape improvements to update and unify the shopping experience
- 4) Study of expansion options at North Parking Ramp, including new commercial space on the street level as well as options for improving the South and Middle Ramps
- 5) Prioritizing repair and rehabilitation needs of all existing ramps
- 6) Preparation of alternative strategies to achieve parking and wayfinding goals of the district
- 7) Preparation of Feasibility Report that quantifies scope, costs and financing strategies for the preferred strategy
- 8) Design documents for priority repairs in 2013
- 9) Design documents for lighting improvements in 2013

The maximum cost of this work will be \$260,000. In accordance with City Code, the cost of this work will be assessed back to the commercial properties that enjoy the shared benefits.

Upon successful completion and City acceptance of the Feasibility Study in December 2013, Kimley-Horn is anticipated to be re-engaged to prepare design documents so that the preferred solution can be implemented and constructed in 2014-2015.

Staff recommends that the City Council authorize the attached proposal and service agreement.

Attachments:

Kimley Horn proposal / supplemental agreement dated August 16, 2013

Engineering Services Master Agreement dated August 16, 2013

**MASTER AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES**

50th & France Parking and Wayfinding Improvements

AGREEMENT made between the **CITY OF EDINA**, a Minnesota municipal corporation, hereinafter called the "OWNER", and **KIMLEY-HORN AND ASSOCIATES, INC.**, hereinafter called the "ENGINEER". OWNER intends to secure professional **ENGINEERING** services, according to the terms of this Agreement dated August 16, 2013.

1. SUPPLEMENTAL AGREEMENT

OWNER intends to secure professional consulting engineering, architectural, planning and/or land survey services on an ongoing basis for general City services and multiple projects, according to the terms of this agreement. OWNER and ENGINEER shall enter into project specific supplemental agreements. This Master Agreement shall be deemed incorporated into the Supplemental Agreements unless a Supplemental Agreement specifically provides that it is not incorporated. If there is a conflict between the terms of the Supplemental Agreement and the Master Agreement, the terms of the Master Agreement shall control unless the Supplemental Agreement specifically provides that despite the conflict the terms of the Supplemental Agreement apply.

2. PUBLIC IMPROVEMENT PROJECT SERVICES OF ENGINEER

2.1 STUDY AND REPORT PHASE / FEASIBILITY REPORT

2.1.1. Consult with OWNER to clarify and define OWNER'S requirements for the Project, review available data and attend necessary meetings and be available for general consultation.

2.1.2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in paragraph 4, and assist OWNER in obtaining such data and services.

2.1.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

2.1.4. Provide analyses of OWNER'S needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

2.1.5. Provide a general cost / benefit analysis of OWNER'S requirements applicable to various alternatives.

2.1.6. The ENGINEER shall conduct and prepare preliminary studies, layouts, sketches, preliminary field work, preliminary cost estimates, estimates of assessment rates, and shall assist the OWNER in obtaining required subsurface investigations as required for the preparation of the Feasibility Reports. The Feasibility Reports shall conform to the requirements of Minn. Stat. Chapter 429 if the cost of the project may be assessed in whole or part. The report shall contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER'S findings and recommendations. This Report will be accompanied by ENGINEER'S opinion of probable costs for the Project, including the following which will be separately itemized: construction cost and indirect cost consisting of engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER. The total of all construction and indirect costs are hereinafter called "Total Project Costs".

2.1.7. Furnish five (5) printed copies of the Study and Report documents and one (1) electronic file and review them in person with OWNER.

2.1.8. The ENGINEER shall assist with presenting the Feasibility Reports to the proper reviewing agencies and to the City Council. The ENGINEER shall appear at the public hearing to present the information.

2.2 PRELIMINARY DESIGN PHASE

2.2.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project; attend necessary meetings and be available for general consultation.

2.2.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

2.2.3. Advise OWNER if additional data or services of the types described in paragraph 4.4 are necessary and assist OWNER in obtaining such data and services.

2.2.4. Based on the information contained in the Preliminary Design documents, submit a revised opinion of probable Total Project Costs.

2.2.5. Furnish preliminary legal descriptions and exhibits for all permanent and temporary easements anticipated to construct the Project.

2.2.6. Furnish three (3) copies of the above Preliminary Design documents and one (1) electronic copy and present and review them in person with OWNER

2.3 FINAL DESIGN PHASE

2.3.1. On the basis of the accepted Preliminary Design documents, the City's design standards, and the revised opinion of probable Total Project Costs prepare for incorporation in the Bidding Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Plans") and Specifications.

2.3.2. Provide technical criteria, written descriptions and design data for use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities. The ENGINEER shall submit all applications and permit support data to the appropriate agencies and submit copies to the OWNER.

2.3.3. Based on property information received from Owner in accordance with Paragraph 4.4, provide legal descriptions and exhibits for all easements, property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work.

2.3.4. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Plans and Specifications.

2.3.5. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

2.3.6. Attend necessary hearings and meetings and be available for general consultation.

2.3.7. Furnish three (3) copies of the listed Final Design documents, including the Plans and Specifications, and present and review them in person with OWNER.

2.3.8. The ENGINEER shall furnish one copy of all design calculations when requested by OWNER.

2.4 BIDDING OR NEGOTIATING PHASE

2.4.1. The ENGINEER shall prepare and forward the Advertisement for Bids to the designated publications, official newspaper and the OWNER. The ENGINEER shall supply up to thirty (30) sets of full size final Plans and Specifications for use in obtaining bids and submitting for general review. The ENGINEER shall maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid meetings and receive and process deposits for Bidding Documents.

2.4.2. Prepare Contract Documents.

2.4.3. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

2.4.4. Consult with and advise OWNER as to the acceptability of the prime contractor and subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for the portions of the work where acceptability is required by the Bidding Documents.

2.4.5. Consult with and advise OWNER concerning and determining the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

2.4.6. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bidder qualifications and recommendations on bids, and in assembling and awarding contracts for construction, materials, equipment and services.

2.5 CONSTRUCTION PHASE

2.5.1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER'S representative. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of Owner to the extent provided in the General Conditions except as otherwise provided in writing. The General Conditions shall not be modified without the written agreement of the OWNER.

2.5.2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

2.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. In addition, if requested by OWNER, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if the work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

2.5.2.2. The Resident Project Representative (and any assistants) will be ENGINEER'S agent or employee and under ENGINEER'S supervision.

2.5.2.3. The purpose of the ENGINEER'S visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER'S efforts as an

experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct, or have control over Contractor(s)' work, nor shall ENGINEER have control or charge of and shall not be responsible for the Contractor(s)' means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

2.5.2.4. If ENGINEER observes or otherwise becomes aware of defects or deficiencies in the work, or nonconformance to the Contract Documents, ENGINEER shall promptly give written notice thereof to OWNER.

2.5.3. Defective Work. During such visits and on the basis of such observation, ENGINEER may disapprove of or reject Contractor(s) work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

2.5.4. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required for OWNER'S approval.

2.5.5. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

2.5.6. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

2.5.7. Inspections and Tests. ENGINEER shall have authority, as OWNER'S representative, to require special inspection or testing of the work by Contractor, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their

content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents). ENGINEER shall be entitled to rely on the results of such tests.

2.5.8. ENGINEER shall respond to all written claims submitted by Contractor in a timely fashion. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

2.5.9. Applications for Payment. Based on ENGINEER'S on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

2.5.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts and the OWNER shall verify the amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER'S recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

2.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER'S review of Contractor(s)' work for the purposes of recommending payment will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose on ENGINEER responsibility to make any examination to ascertain how or for what purposes any Contractor has used the money paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between

OWNER and Contractor that might affect the amount that should be paid.

2.5.10. Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of insurance, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates on inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

2.5.11. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 2.5.5.

2.5.12. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractors' or suppliers' agents or employees of any other persons (except ENGINEER'S own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 2.5.1 through 2.5.12 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

2.6 OPERATIONAL PHASE

2.6.1. Provide assistance in the closing of any financial or related transaction for the Project.

2.6.2. Provide assistance in connection with the refining and adjusting of any equipment or system.

2.6.3. Assist OWNER in training OWNER'S staff to operate and maintain the Project. Extensive training shall be mutually agreed upon within the Supplemental Agreement as Additional Services as defined in Section 3 of this agreement.

2.6.4. Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

2.6.5. Within ninety (90) days after completion of a Project, prepare a set of reproducible record prints of Drawings and an electronic version that satisfy the City of Edina Record Drawing requirements, attached hereto, showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considered significant. ENGINEER will not be responsible for any errors or omissions in the information provided by Contractor that is incorporated in the record drawings and

record documents. Final payment will be made only after record drawings are received by the OWNER.

2.6.6. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

2.6.7. Assist OWNER in preparation of assessment roll for City improvement projects, and attend assessment hearings.

3. ADDITIONAL PUBLIC IMPROVEMENT PROJECT SERVICES OF ENGINEER

3.1 SERVICES REQUIRING ADVANCE AUTHORIZATION. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 3.1.1 through 3.1.12, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise by attached Supplemental Agreement or Work Order and will be paid for by OWNER as indicated in Section 6.

3.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

3.1.2. Field Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished to OWNER by others, including surveys to verify location or improve accuracy of record information provided by Contractor under Paragraph 2.6.5.

3.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER'S control.

3.1.4. Providing renderings or models for OWNER'S use.

3.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

3.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for

licensing; assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

3.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 4.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 4.4.

3.1.8. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER'S office.

3.1.9. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in paragraph 2.4.

3.1.10. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 2.5.10.

3.1.11. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project unless the ENGINEER is a defendant (except for assistance in consultations which is included as part of Basic Services).

3.1.12. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Section 4, and services not otherwise provided for in this Agreement.

3.2 SERVICES NOT REQUIRING ADVANCE AUTHORIZATION. When required by the Contract Documents in circumstances beyond ENGINEER'S control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services listed in paragraphs 3.2.1 through 3.2.5, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise by attached Supplemental Agreement. ENGINEER shall advise OWNER promptly after starting any such additional services which will be paid for by OWNER.

3.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

3.2.2. Services in making revisions to Plans and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award to each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

3.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

3.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

3.2.5. Services (other than Basic Services during the Operational Phase) in connection with any partial use of any part of the Project by OWNER prior to Substantial Completion.

4. OWNER'S PUBLIC IMPROVEMENT PROJECT RESPONSIBILITIES. OWNER shall do the following:

4.1 Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement, such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the Project.

4.2 Provide criteria and information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of design and construction standards OWNER will require to be included in the Plans and Specifications.

4.3 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4.4 Furnish to ENGINEER as required for performance of ENGINEER'S Basic Services except to the extent provided otherwise by attached amendment, the following:

4.4.1. Data prepared by or services of others, including without limitation, borings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

4.4.2. Appropriate professional interpretations of all the foregoing;

4.4.3. Environmental assessment and impact statements, if needed;

4.4.4. Property, boundary, easement, right-of-way, topographic and utility surveys;

4.4.5. Property descriptions; and

4.4.6. Zoning, deed and other land use restrictions;

All of which ENGINEER may use and rely upon in performing services under this Agreement.

4.5 Provide engineering surveys or authorize ENGINEER to establish reference points for construction to enable Contractor(s) to proceed with the layout of the work.

4.6 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

4.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER. Obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

4.8 Prepare applications and provide support for approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.9 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulations, ordinance, code or order applicable to their furnishing and performing the work.

4.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in a supplemental agreement.

4.11 If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

4.12 Furnish to ENGINEER data or estimated figures as to OWNER'S anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

4.13 Attend the pre-bid meeting, bid opening, pre-construction meetings, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

4.14 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope of timing of ENGINEER'S services, or any defect or nonconformance in the work of any Contractor.

4.15 Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 3.1 of this Agreement or other services as required.

- 4.16 Require all Private Utilities with facilities in the OWNER'S right of way to:
- (a) Locate and mark said utilities upon request;
 - (b) Relocate and/or protect said utilities as determined necessary to accommodate the proposed Work;
 - (c) Submit a schedule of the necessary relocation/protection activities to the OWNER for review.
- 4.17 Bear all costs incident to compliance with the requirements of this Section 4.

5. PERIODS OF PROJECT SERVICE

5.1 The provisions of Section 6 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto.

5.2 The services called for in the Study and Report Phase will be completed and the Report submitted within the agreed period after written authorization to proceed with that phase of services which will be given by OWNER.

5.3 After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the agreed period.

5.4 After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the agreed period.

5.5 ENGINEER'S services under the Study and Report Phase, Preliminary Design Phase, and Final Design Phase, shall each be considered complete when the submissions for that phase have been accepted by OWNER.

5.6 After acceptance by OWNER of the ENGINEER'S Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s).

5.7 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

5.8 The Operational Phase will commence during the Construction Phase and will terminate upon the last of the following events: (1) one year after the date of Substantial Completion, as defined in the Contract Documents, if the last prime contract for construction, materials and equipment on which substantial completion is achieved; (2) after final payment to the Contractor(s); (3) after all known issues have been satisfactorily resolved.

5.9 If OWNER requests significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER'S services shall be adjusted equitably.

5.10 OWNER shall give prompt authorization to proceed or not proceed with any phase of services after completion of the immediately preceding phase.

5.11 In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER'S services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER'S services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts.

6. PAYMENTS TO ENGINEER

6.1 PAYMENT. For Project services, ENGINEER will be paid in accordance with the Supplemental Agreement between the parties for the Project.

6.2 OTHER PROVISIONS CONCERNING PAYMENTS.

6.2.1. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty five (35) days after receipt of ENGINEER'S statement therefor, the amounts due ENGINEER will be increased at the rate of one-half percent (1/2%) per month from said thirtieth day, and in addition, ENGINEER may, after giving seven (7) days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

6.2.2. In the event of termination by OWNER under paragraph 8.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services actually and necessarily rendered during that phase by ENGINEER'S principals and employees engaged directly

on the Project, on the basis of ENGINEER'S Hourly Costs based upon the fee schedule on file with the City.

In the event of any such termination, ENGINEER also will be reimbursed for the reasonable charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for all unpaid Additional Services and unpaid reimbursables.

6.2.3. Records of ENGINEER'S time pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER'S services.

6.2.4. ENGINEER shall comply with Minnesota Statute § 471.425. ENGINEER must pay Subcontractor for all undisputed services provided by Subcontractor within ten (10) days of ENGINEER'S receipt of payment from OWNER. ENGINEER must pay interest of one and five-tenths percent (1.5%) per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars (\$100) or more is Ten Dollars (\$10).

7. CONSTRUCTION COST AND OPINIONS OF COST

7.1 CONSTRUCTION COST. The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include indirect costs such as ENGINEER'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER'S legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraph 4. (Construction Cost is one of the items comprising Total Project Cost which is defined in paragraph 2.2.6).

7.2 OPINIONS OF COST. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER.

8. GENERAL

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

that Engineer or any of Engineer's agents or employees are in any manner agents or employees of the City. Engineer shall be exclusively responsible under this Agreement for Engineer'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.

8.2 TERMINATION. OWNER may terminate this Agreement and any Supplemental Agreement without cause by written notice delivered to the ENGINEER. Upon termination under this provision if there is no fault of the ENGINEER, the ENGINEER shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the OWNER terminates the Agreement because the ENGINEER has failed to perform in accordance with this Agreement, no further payment shall be made to the ENGINEER, and the OWNER may retain another contractor to undertake or complete the work identified in the Contract Documents. If as a result, the OWNER incurs total costs for the work (including payments to both the present contractor and a future contractor) which exceed the not to exceed amount specified in the Contract Documents, if any, then the ENGINEER shall be responsible for the difference between the cost actually incurred and the Agreement amount.

8.3 DOCUMENTS. All documents including Plans and Specifications prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and the OWNER will be provided with information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk. If the OWNER or ENGINEER terminates this Agreement, copies of all files, records, and drawings in ENGINEER'S possession relating to service performance for OWNER shall be turned over to OWNER without cost to OWNER.

8.4 MINNESOTA GOVERNMENT DATA PRACTICES ACT. The ENGINEER 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 the ENGINEER pursuant to this Agreement. The ENGINEER 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 the ENGINEER receives a request to release data, the ENGINEER must immediately notify the OWNER. The OWNER will give the ENGINEER instructions concerning the release of the data to the requesting party before the data is released and the ENGINEER will be reimbursed as Additional Public Improvement Services by OWNER under Paragraph 3.1 for ENGINEER'S reasonable costs in complying with a request to release data. ENGINEER agrees to defend, indemnify, and hold the OWNER, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from ENGINEER'S officers', agents', owners', 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.

8.5 INSURANCE

8.5.1. ENGINEER shall secure and maintain such insurance as will protect ENGINEER 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	\$2,000,000 each occurrence/aggregate
Automobile Liability	\$2,000,000 combined single limit
Excess/Umbrella Liability	\$2,000,000 each occurrence/aggregate

The OWNER shall be named as an additional insured on the general liability and umbrella policies on a primary and non-contributory basis. That part of the Excess/Umbrella Liability Insurance limit in excess of the required Excess/Umbrella coverage may be utilized to supplement and meet the required limits for Commercial General and Automobile Liability Insurance.

8.5.2. Professional Liability Insurance. The ENGINEER shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the OWNER, in the insured's capacity as ENGINEER, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. Said policy shall provide minimum limits of \$1,000,000 with a deductible maximum of \$50,000 unless the OWNER agrees to a high deductible.

8.5.3. Before commencing work the ENGINEER shall provide the OWNER a certificate of insurance evidencing the required insurance coverage in a form acceptable to OWNER. The certificate shall provide that such insurance will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to ENGINEER and OWNER in the case of cancellation due to non-payment of premium and at least 30 days prior written notice for any other reason, or such longer notification periods as may be required by statute. Within three days of receipt of such written notice, ENGINEER shall provide a copy of the notice to OWNER.

8.6 INDEMNIFICATION. The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold OWNER harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by ENGINEER's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her subcontractors or anyone for whom the ENGINEER is liable.

8.7 PROFESSIONAL STANDARDS. ENGINEER shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. ENGINEER shall comply with applicable laws, statutes, ordinances, and regulations and the OWNER's mandated standards that OWNER has provided ENGINEER in

writing. OWNER shall not be responsible for discovering deficiencies in the accuracy of ENGINEER'S services.

8.8 NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be construed to give any rights to anyone other than OWNER and ENGINEER.

8.9 CONTROLLING LAW/VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this contract shall be venued in the Hennepin County District Court.

8.10 SUCCESSORS AND ASSIGNS

8.10.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER are hereby bound to the other party, to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

8.10.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

8.10.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and ENGINEER and not for the benefit of any other party.

8.11 PROMPT PAYMENT TO SUBCONTRACTORS. Pursuant to Minn. Stat. §471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1½ percent per month or any part of the month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

8.12 COPYRIGHT/PATENT INFRINGEMENT. ENGINEER shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs,

Drawings or Specifications supplied by it, and it shall hold harmless the OWNER from loss or damage resulting there from.

8.13 NOTICES. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

8.14 SURVIVAL. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

8.15 SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.16 WAIVER. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

9. PRIOR AGREEMENT

This Agreement supersedes all prior written and oral contracts and agreements.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

ENGINEER:

CITY OF EDINA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Its Mayor

BY: _____
Its Vice President

AND _____
Its City Manager

ADDRESS FOR GIVING NOTICES:

4801 West 50th Street
Edina, MN 55424

ADDRESS FOR GIVING NOTICES:

2550 University Ave W.
Suite 238N
Saint Paul, MN 55114



Kimley-Horn
and Associates, Inc.

August 16, 2013

Mr. Bill Neuendorf
Economic Development Manager
City of Edina
4801 West 50th Street
Edina, MN 55424

**Re: Parking and Wayfinding Feasibility Study Services
50th & France District - Supplemental Agreement to Master Agreement for
Professional Engineering Services**

Dear Mr. Neuendorf:

Thank you for selecting the Kimley-Horn team to work with you to deliver parking and wayfinding improvements in the 50th & France District. Our project understanding, scope of services, schedule, and fee are detailed below.

Project Understanding

The City of Edina is moving forward with a parking and wayfinding project in the 50th & France District with the following objectives;

- Provide 150 – 200 additional parking spaces
- Improve parking ramp accessibility , safety and appearance
- Provide a parking wayfinding system that informs motorists of the location of available parking
- Evaluate parking policy and make recommendations that address the parking needs of both customers and employees
- Evaluate the feasibility of including commercial / retail space within parking ramp expansions and potentially on the city surface parking lot (Clancy's lot).
 - City-owned property at 3930 West 49 ½ Street (formerly Edina Realty).
 - Property located at 3944 West 49 ½ Street (Hooten's Cleaners) in the process of being acquired by the City.
- Identification of repairs to South, Middle and North ramps
- Identification of streetscape improvements to enhance wayfinding and the customer experience

We understand that the improvements will be funded by special assessments of the benefitting properties.

This scope of work builds on Kimley-Horn's landscape feasibility and design efforts for the 50th & France District that date back to 2009, including landscape feasibility narrative and exhibits developed for the April 2012 "Feasibility Report Middle and South Ramp 50th and France Parking Ramp Expansion." This agreement supersedes and incorporates the remaining feasibility study elements of the December 16, 2011 agreement (Proposal for Final Design and Bidding of Streetscape Improvements, 50th & France District 2012 Improvements/Renovations).

We understand this scope of services will become an exhibit to a Master Services contract that is being developed concurrently with this scope of work.

Scope of Services

Kimley-Horn and Associates, Inc. proposes to provide stakeholder engagement, alternatives evaluation, concept development, and feasibility analysis services under this authorization. Upon completion of this scope of services we will be able to define the scope of work for final design and construction phase services improvements within the 50th & France District.

1. Stakeholder Engagement

Services consist of the following tasks:

A. Public Open House to Introduce Project Process

1. Schedule and lead an open house format public meeting to introduce the public to the project team and the project process. Meeting will have five stations, staffed by one KHA team member each, consisting of:
 - i. Parking ramp rehabilitation and expansion
 - ii. Redevelopment opportunities
 - iii. Wayfinding and parking best practices
 - iv. Streetscape and urban design enhancements
 - v. Concept Development Process and Project Schedule
2. Comment cards will be made available to obtain initial public impression about issues and opportunities.

B. Project Management Team Meetings

1. Project Management Team will provide technical input, review deliverables and provide direction to the Kimley-Horn team. It is anticipated the PMT will be composed of city staff representing economic development, public works, engineering, facilities, planning, parking and transportation disciplines.
2. Up to 5 PMT meetings are included in the scope of work. Assumes attendance by up to 3 KHA team members.

C. Project Advisory Team Meetings

1. Project Advisory Team will provide a link between the property owner / business owner community and the project. It is assumed the PAT will be composed of the business owners and property owners that were invited to the consultant interview.
2. Up to 5 PAT meetings are included in the scope of work. Assumes attendance by up to 3 KHA team members.

D. Establish Guiding Principles

1. The PAT will assist the PMT develop guiding principles for the project. The guiding principles are intended to flush out and resolve conflicts early in the project process. The guiding principles will be a touchstone during brainstorming, alternatives development and feasibility evaluation.

2. One joint meeting with PMT and PAT to develop guiding principles. Assumes attendance by up to 3 KHA team members.
- E. Parking Management Best Practices Presentation
 1. Kimley-Horn will present “90 Parking Best Practices in 90 Minutes” to the PMT and PAT to provide a common point of reference for thinking about strategies that may be appropriate for the 50th & France District.
 2. One joint meeting with the PMT and PAT for Parking Management Best Practices presentation.
- F. Solicit Input on Alternatives via Small Group Meetings
 1. Invite property owners and tenants to small group meetings to obtain input on the alternatives developed in Task 6. Small groups will consist of 10 to 12 members, from the same geographic area. Property owners will be encouraged to invite their tenants to attend these meetings. Up to 15 small group meetings are included in the scope of work. Assumes attendance by up to 2 KHA team members.
- G. Public Open House to Present Preferred Alternative
 1. Based on the input from the small group meetings, and meetings with PMT and PAT to determine the preferred alternative, we will schedule and lead an open house format public meeting to display the preferred alternative.
 2. Comment cards will be made available to obtain initial public impression about issues and opportunities.
- H. Public Hearing for Improvements
 1. In accordance with Minn. Statute 429 an improvement hearing will be held by the City Council.
 2. Assumes attendance by up to 3 KHA team members.
- I. Public Hearing for Assessments
 1. In accordance with Minn. Statute 429 an assessment hearing will be held by the City Council.
 2. Assumes attendance by up to 3 KHA team members.

Owner to Provide: Ramp Plans, 50th & France district plan in AutoCAD with topography, survey information, previous relevant reports; City will also provide web-hosting services for project-related materials
Deliverables: Meeting minutes and supporting graphics

2. **Wayfinding and Parking Management**

Services consist of the following tasks:

- A. Initial Parking Plan Review
 1. Review initial parking supply/demand assumptions and plans.
 - a. Identify the needs of each defined user group.
 - b. Perform a customer survey to gather information on customer parking preferences, perception of existing parking facilities and acceptance of possible parking management strategies. The survey will be face-to-face interviews with random samples of customers departing the North, Middle and South ramps. Develop a business card style handout with information for respondents to take an on-line version of the survey if they opt not to stop for the face-to-face interview. Survey duration will be a total of 4 two-hour periods for a total of eight survey hours during one week. Survey time periods will generally consist of a weekday morning, lunch and evening and

one weekend. Specific two-hour periods will be determined with the City at a later date.

- c. Identify how each defined user group will be parked:
 - How much parking
 - Parking allocation and control
 - Striping and segregation plans
 - d. Based on land use data provided by the PMT, model employee, customer and resident parking demands to better allocate parking supplies among the primary user groups.
 - e. Review seasonality as it relates to parking demand and demand management strategies
 - f. Review parking agreements to determine specific parking requirements and allocation limitations.
 - g. Apply ULI shared parking model to base assumptions and review results with the project team.
2. Discuss preliminary parking allocation plans.
 3. Review parking area plans
 - a. Entry/exit locations
 - b. Stair/elevator cores
 - c. Pedestrian pathways
 - d. Functional layout and circulation
 - e. Accessible parking
 4. Discuss future development plans and project phasing. Determine the impact on parking availability and parking conditions at key development milestones. Project future parking impacts as the development progresses. Identify operational/management issues and identify programs, policies, equipment, training, etc. that will need to be in place to address specific project goals (e.g.: facility openings, valet programs for restaurants, hotel, etc.)
 5. Identify specific strategies to mitigate negative impacts during the 2013 holiday shopping season and during the construction phase.

B. Develop And Refine Overall Parking Management Plan

1. Develop a comprehensive approach to managing parking and transportation options for the District
 - a. This will include the following areas:
 - Organization
 - In-house management?
 - Out-sourced management?
 - District management?
 - Parking Program Elements (Scope)
 - Access and Revenue Control
 - Security
 - Valet Operations
 - Enforcement
 - Employee Parking
 - Customer Service Programs
 - Revenue Collections and Auditing
 - Facility Maintenance
 - Etc.
 - Operational Hours
 - Staffing

- Policies and procedures development
 - Communications and protocols
 - Payment systems and validation programs
 - Special event parking.
 - Fee structures in relation to market conditions.
 - Transient self-parking
 - Uncontrolled parking
 - Traditional cashiered exit
 - Validation programs
 - Pay-on-foot
 - Central Cashier
 - Pay by Space
 - Pay-by-Cell Phone
 - Credit Card in/out
 - Transient valet parking
 - Traditional valet
 - Valet stack
 - Employee parking
 - Traditional card access/nested parking
 - Tied into larger building security system
 - Automatic Vehicle Identification (AVI)
 - Off-site parking
 - Residential parking
 - Segregated parking areas for residential
 - Secured/segregated parking areas
 - Valet parking for residential
- b. Review and recommend parking management and enforcement strategies to help ensure user groups park appropriately.
 - c. Provide recommendations on effectively communicating parking policies to tenants.
 - d. Recommend any additional management strategies that will improve parking conditions.
 - Provide a copy of “Parking Management Best Practices”
 - Review this with the PMT and PAT and identify concepts that are desired for this project. Meeting is covered in Task 1.E.
 - e. Provide recommendations to enhance operational flexibility and improve parking operations and traffic flow.
 - f. Provide recommendations to improve parking related signage and wayfinding.

C. Identify Equipment/Technology Options.

1. Present to the PMT and PAT the latest parking management technologies. Meeting is covered in Task 1.E.
2. After discussion with the PMT and PAT, recommend specific equipment/technology applications
 - a. Detail the exact location and function of all components of the revenue and access control system for the parking decks/lots.
 - b. Provide equipment specifications for bidding and pricing.

Owner to Provide: Previous parking studies (if applicable), history of parking management strategies previously attempted, existing parking management policies and procedures.

***Deliverables:** Short-term, mid-term and long-term parking management plans. Parking Management Best Practices Document, recommended parking technology solutions and a feasibility level comprehensive parking and wayfinding program.*

3. Streetscape / Urban Design

Services consist of the following tasks:

A. Inventory Existing Conditions

1. Travel to the project site and work with city staff to visually inspect/inventory the existing condition of the pavement and planting areas. Inventory will be documented through both site photography and notations indicated on plan mapping.
2. Summarize the identified conditions of the existing components and quantities of the various renovation areas.
3. Confirm limits of project improvements based on updated inventory
4. Quantify areas requiring renovation and new improvements.

B. Existing District Signage Inventory

1. Photograph, inventory and assess the condition of the existing district signage to include:
 - a. Markers and monuments
 - b. Directories
 - c. Vehicle wayfinding
 - d. Pedestrian wayfinding
 - e. Regulatory

C. Summary Memorandum

1. Prepare a summary memorandum with photographic inventory documenting the conditions of the streetscape and district signage

D. Develop Alternatives

1. Develop alternative streetscape concepts responding to conceptual structural and architectural design for two options for the expansion of the North Parking Ramp to the east onto the former Edina Realty building property. One concept will include parking ramp only, the other will include retail/commercial space.
2. Develop alternative streetscape concepts responding to conceptual structural and architectural design for two options for the expansion of the North Parking Ramp to the west onto the Hooten Cleaners site.
3. Develop a streetscape concept design for the existing concrete and striped median located at the turn of Halifax and 49 ½ Streets.
4. Develop alternative concepts for urban design treatments to potential parking and pedestrian wayfinding signage, and determine potential locations. Signs may include variable message and static types. Location plans may include advance signage, beyond the 50th & France district.
5. With potential development scenarios provided by the city, develop up to three alternative concept plans for commercial development on the city-owned surface parking lot (Clancy's lot)

E. Meetings

1. Attend up to four meetings with city staff and stakeholders to review streetscape and urban-design related issues and design alternatives.

***Owner to Provide:** Potential development scenarios/site plans/land use plans for Clancy's lot*

Deliverables: Existing streetscape and district signage photographic inventory and summary memorandum; up to four total alternative streetscape concepts related to parking ramp configurations; a streetscape concept for the median at Halifax and 49-1/2; up to two concepts for parking wayfinding signs; up to three alternative concept plans for Clancy's lot.

4. Parking Ramp / Commercial Expansion

Services consist of the following tasks:

B. Existing Conditions Review

1. Review existing plans and other available documents for the South, Middle and North Parking Ramps.
2. Perform a field review of the existing South, Middle and North Parking Ramps. This review will focus on functional aspects of the ramps. A condition assessment review is included in Task 5.

C. Zoning and Design Standards Assessment

1. Review Zoning Code and relevant Design Standards as they apply to ramp expansion and city surface lot development. Summarize review which will be used in conjunction with the Preliminary Building Code Analysis in formulating options for expansion and improvements.

D. Preliminary Building Code Analysis

1. Evaluate existing parking structures with Building Official to determine outstanding code deficiencies.
2. Review MNSBC to determine code parameters for rehabilitation and expansion projects

E. North Parking Ramp East Expansion Options

1. Conceptual design for four options for the expansion of the North Parking Ramp to the east onto the former Edina Realty building property. One option would have three levels of parking and another with four levels of parking. The other concepts would incorporate retail/commercial space on the first level for both a three level expansion and a four level expansion.

F. North Parking Ramp West Expansion Options

1. Conceptual design for two options for the expansion of the North Parking Ramp to the west onto the Hooten Cleaners site. Each option would provide three levels. One of the options would incorporate retail/commercial space on the first level, with the potential for storage in a lower level.

G. South Parking Ramp Stairs, Elevator and Lighting

1. Conceptual design for reconstruction of the northeast and center stair cores of the South Parking Ramp. The reconstruction of the northeast stair core would include the incorporation of an elevator.
2. Evaluation of the existing light system and recommendations for possible upgrades

H. Middle Parking Ramp Stairs, Elevator and Lighting

1. Conceptual design for a new stair/elevator core on the south side of the Middle Parking Ramp.
2. Evaluation of the existing light system and recommendations for possible upgrades.

I. Visualizations

1. Prepare background plans, elevations, 3D model, photographs and other visualizations to support engagement process and alternatives analysis.

5. **Identify Parking Ramp Rehabilitation Projects**

Services consist of the following tasks for the South Ramp, Middle Ramp and North Ramp:

A. Field Investigation

1. Prior to starting the field investigation work, we will review existing available information from previous condition assessments and inspections, as well as lighting analysis cost reduction report currently being prepared by the Center for Energy and Environment.
2. Using existing plans and the Walker condition assessments as a starting point, we will confirm and update the condition of the existing elements of the structures. Elements that will be documented are:
 - a. Caulk joints
 - b. Expansion joints
 - c. Traffic Membrane
 - d. Concrete elements, i.e. beams, slabs, walls, columns
 - e. Railings
 - f. Stairs
 - g. Drainage
 - h. Lighting

B. Rehabilitation Recommendations

1. Based on the information collected in Task A, we will quantify the amount and extents of potential rehabilitation work and develop the scope of recommended repairs to be performed in each ramp.
2. Develop a cost estimate for recommended repairs.
3. Develop a maintenance plan for the parking ramps and associated average annual cost.
4. Summary memo that identifies the recommended repairs to be performed in each of the parking structures and the associated cost.

Owner to Provide: Existing plans and condition assessments

Deliverables: Repair memorandum, Light fixture memorandum

6. **Alternatives Analysis**

Services consist of the following tasks:

A. Identify Three Alternatives

1. Develop three Alternative Concepts based on PMT and PAT input on alternatives developed above for the following project elements:
 - i. Wayfinding and Parking Management
 - ii. Streetscape / Urban Design
 - iii. Parking Ramp / Commercial Expansion
 - iv. Parking Ramp Rehabilitation

B. Opinion of Probable Construction Costs

1. Develop opinion of probable construction costs for the three alternatives.

C. Select Preferred Alternative

1. PAT meeting to get input on preferred alternative.
2. Develop a decision matrix.
3. PMT meeting to discuss results of decision matrix.

Deliverables: Exhibits illustrating concepts, plans, sections, elevations, supporting narrative (11x17)

7. Feasibility Report

We will prepare a feasibility report for the project based on the preferred alternative and input received from City staff and the City Council. The feasibility report will incorporate relevant portions of the April 2012 “Feasibility Report Middle and South Ramp 50th and France Parking Ramp Expansion.” The feasibility report will include the following:

- A. Existing Conditions Information
 - 1. Obtain topographic survey for the extents of the preferred alternative.
 - 2. Obtain geotechnical information to determine soil support values for the parking ramp and commercial expansions as well as any new pavement.
 - 3. Obtain environmental testing information for any sites that are potential sources of contamination within the extents of the preferred alternative.
- B. Proposed Improvements
 - 1. A description of the proposed wayfinding, streetscape, urban design, parking management, parking ramp / commercial expansion, parking ramp rehabilitation improvements included as a part of the project.
- C. Right-of-Way/Easement Requirements
 - 1. Any necessary right-of-way/easement requirements for the proposed improvements will be identified. At this time, it is assumed that no right-of-way or easement acquisition will be needed.
- D. Estimated Costs
 - 1. Estimated costs for the various improvements will be provided.
- E. Proposed Financing Plan
 - 1. The proposed financing plan for the improvements will be identified.
- F. Project Schedule
 - 1. A proposed schedule for the implementation of the improvements will be provided.
- G. Final Report
 - 1. Upon completion, we will provide copies of the feasibility report to City staff and the City Council. We have assumed that we will provide up to twelve (12) copies of the report and one electronic (pdf) file copy. We have assumed that the Feasibility Report will be presented to City Council at the same meeting as the Improvement Hearing (Task 1.H).

Owner to Provide: Property ownership rolls

Deliverables: Single document with executive summary, alternatives and appendix

8. Design 2013 Parking Ramp Rehabilitation Projects

We will prepare a set of plans and specifications for first phase of rehabilitation for the Middle Ramp. The intention is to have the work completed in 2013. Repairs to the South & North Ramp are anticipated to occur in 2014. The services will consist of the following:

- A. Meeting with the PMT and PAT to review staging of the repairs
- B. Issue bidding or construction documents depending on the procurement method.
- C. Review bids received and make recommendation for award.
- D. Periodic review of work performed by the contractor.
- E. Review contractor submittals including product data, shop drawings and payment applications.

With the time and weather constraints of having work performed this year, the work scope is anticipated to consist of following:

A. Middle Ramp

- Concrete repairs including the washes at the ends of precast members
- Caulk joint replacement
- Shear tab replacement
- Traffic membrane repairs
- Drain/Piping Replacements

Owner to Provide: Contracting mechanism for quick delivery

Deliverables: Construction documents and submittal reviews

9. Design 2013 Parking Ramp Lighting Improvements

Based on information provided by the City and the work in Section 5, we will prepare a set of plans and specifications for the replacement of lights in the Middle Ramp. The services will consist of the following:

- A. We assume that alternative lighting systems, such as LED and inductive lighting, and cost/benefit analysis will be provided by the City through CEE.
- B. Meeting with the PMT and PAT to review lighting recommendations
- C. Prepare construction or bidding documents
- D. Issue bidding or construction documents depending on the procurement method.
- E. Review bids received and make a recommendation on the award. Periodic review of work performed by the contractor.
- F. Review contractor submittals including product data, shop drawings and payment applications.

Owner to Provide: Contracting mechanism for quick delivery

Deliverables: Construction documents and submittal reviews

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the City requests, will be considered additional services and will be performed at our current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Feasibility analysis for more than the preferred alternative
- Additional meetings
- Schematic Design, Design Development, Construction Documents, or Construction Administration phase services, other than specifically outlined in the scope of work.
- Annual parking ramp inspections required by the City.

Schedule

The following is a summary of the anticipated schedule for tasks within this proposal:

Notice to Proceed

August 20, 2013

Feasibility Report

December 31, 2013

Fee and Billing

Kimley-Horn and Associates, Inc. will provide the services described in the scope of services on a labor fee plus expense basis not to exceed Two Hundred Sixty Thousand dollars (\$260,000). Labor fee will be billed according to the attached hourly rate schedule. An amount will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, postage, and delivery charges. The total estimated fees and expenses for the work tasks included in this Agreement is:

1. Stakeholder Engagement	\$ 32,000
2. Wayfinding and Parking Management	\$ 45,000
3. Streetscape / Urban Design	\$ 20,000
4. Parking Ramp / Commercial Expansion	\$ 65,000
5. Identify Parking Ramp Rehabilitation Projects	\$ 22,000
6. Alternatives Analysis	\$ 7,000
7. Feasibility Report	\$ 22,000
8. Design 2013 Parking Ramp Rehabilitation Projects	\$ 15,000
9. Design 2013 Parking Ramp Lighting Improvements	\$ 17,000
Reimbursable Expenses	\$ 15,000
TOTAL	\$260,000

Fees will be invoiced monthly based on the actual amount of service performed and expenses incurred. Payment will be due within 35 days of the date of the invoice.

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions of the Master Agreement for Professional Engineering Service between the City and Kimley Horn and Associates, Inc. dated August 16, 2013, except that sections 2.4 through 2.6 are deleted and sections 2.2 and 2.3 apply only to Tasks 8 and 9.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate this opportunity to continue our services to the City of Edina. Please contact me at 651-643-0446 if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Daniel J. Coyle, P.E.
Project Manager

Jon B. Horn, P.E.
Vice President

Attachment : Hourly Rate Schedule
Copy: File

Agreed to this ____ day of _____, 2013.

CITY OF EDINA

BY: _____
James Hovland, Mayor

BY: _____
Scott Neal, City Manager

City of Edina
Parking and Wayfinding Feasibility Study
50th & France District

Kimley-Horn and Associates, Inc.
Schedule of Rates

Effective January 1, 2013 to December 31, 2013

<u>Classification</u>	<u>Hourly Rate</u>
Administrative Assistant	\$ 82.50
CADD Technician	\$ 90.00
Clerical	\$ 70.00
Client Manager	\$190.00
Drafter	\$ 64.00
Field Technician I	\$102.50
Field Technician II	\$110.00
Graduate Eng./Planner I	\$102.50
Graduate Eng./Planner II	\$112.50
Principal	\$195.00
Project Engineer/Planner	\$120.00
Project Manager	\$145.00
Senior Administrative Assistant	\$100.00
Senior CADD Technician	\$100.00
Senior Designer	\$120.00
Senior Field Technician	\$125.00
Senior Project Manager	\$165.00

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee.

Additional rates may be negotiated at a later date for classifications or services not included above.