

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made this ____ day of _____, 2020, by and between The City of Wahpeton, ND, hereinafter called the OWNER and Interstate Engineering, Inc., Wahpeton, North Dakota, hereinafter called the ENGINEER.

Whereas the OWNER intends to do a Bituminous Mill and Overlay Project of the Woodland Drive, City Project ST 20-257 hereinafter called the PROJECT, in the County of Richland, State of North Dakota, and the ENGINEER agrees to perform the various professional engineering services required for the above mentioned PROJECT.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

SECTION A – BASIC ENGINEERING SERVICES

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the ENGINEER shall furnish engineering services as follows:

In connection with the above referenced project, Interstate shall develop plans which can be used for constructing the project.

1. The Engineer will conduct a Preliminary Design Phase with tasks as described in the Project Description and as detailed on the attached Manhours and Expense Budget:

Five copies of the completed Preliminary Design Report will be furnished to the City of Wahpeton.

2. The Engineer will provide Final Design and Bidding Phase services for work as described in the approved Preliminary Design Report.

Tasks shall be as described in the Project Description and Scope for Woodland Drive Mill & Overlay Project.

3. The Engineer will provide Construction Phase services and provide tasks as described in the Project Description & Scope of Work for Woodland Drive Mill and Overlay Project.

SECTION B – COMPENSATION FOR PRELIMINARY ENGINEERING PHASE

THE OWNER agrees to compensate the ENGINEER for engineering services based on the Engineer's Standard Hourly Rates in effect at the time the services are provided plus reimbursable expenses.

- The total compensation for Preliminary Engineering Phase including the preliminary engineering report, plans and specifications, bidding, and contracts shall not exceed \$15,715.00 on Woodland Drive from 17th Avenue North to the Shared Use Path (approximately 1250 feet) without the approval of the Owner.
- The total compensation for Preliminary Engineering Phase including the preliminary engineering report, plans and specifications, bidding, and contracts shall not exceed \$9,457.00 on Woodland Drive from the Shared use path to the ND 210 Bypass (775 feet) without the approval of the Owner.

SECTION C – COMPENSATION FOR SPECIAL ENGINEERING SERVICES

In addition to the foregoing services and fees, the following special services and fees may be required:

1. Testing Laboratory services, laboratory tests, well tests, borings, specialized geological, hydraulic, or other studies may be recommended by the ENGINEER. The cost of such tests and/or studies shall be borne by the OWNER provided, however, that the OWNER shall be advised of and give consent to such tests and studies prior to their being made. Tests required by NDDOT specifications shall be considered automatically authorized by the OWNER.
2. The following special services shall be done by the ENGINEER upon request by the OWNER and compensation therefore shall be as outlined in the ENGINEER's most recent fee schedule.
 - (A) Necessary data and filing maps for water rights, water adjudication, litigation, required metes and bounds surveys, or for other reasons.
 - (B) Redesigns ordered by the OWNER after preliminary plans have been approved.

SECTION D –COMPENSATION FOR ENGINEERING SERVICES CONSTRUCTION PHASE

THE OWNER agrees to compensate the ENGINEER for engineering services based on the Engineer's Standard Hourly Rates in effect at the time the services are provided plus reimbursable expenses.

- The total compensation for Construction Engineering Phase on Woodland Drive from 17th Avenue North to the Shared Use Path (approximately 1250 feet) shall not exceed \$22,275.00 without the approval of the Owner.

- The total compensation for Construction Engineering Phase on Woodland Drive from the Shared use path to the ND 210 Bypass (775 feet) shall not exceed \$8,597.00 without the approval of the Owner.

SECTION F – GENERAL PROVISIONS

1. Services performed by the ENGINEER under this agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the services, whether in contract or otherwise, shall be exclusively those expressly set forth in the Agreement. To the fullest extent permitted by law, the ENGINEER shall not, in any event, be liable to the OWNER for any special, indirect, incidental or consequential damages, including, but not limited to damages from delay, distribution, loss of product, loss of use, loss of profits or revenue, increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power. The ENGINEER'S total liability to the OWNER for all claims, losses, damages and expenses resulting or arising, in any way, from the performing of the Services shall not exceed the limits of any professional liability insurance maintained by the ENGINEER. This agreement shall be governed by and interpreted in accordance with the laws of North Dakota.
2. Any reuse of the plan sheets and specifications on any extension of the project or any other project by any party without prior written verification or adaptation by the ENGINEER for the specific purpose intended, shall be as said party's sole risk without liability or legal exposure to the ENGINEER. Said party shall indemnify, defend and hold harmless from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting from any such reuse. Any such verification or adaptation shall entitle the ENGINEER to further compensation at rates to be agreed upon by said party and the ENGINEER.

SECTION G – DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

If Engineer's Basic Services under this Agreement do not include Project Observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) OWNER assumes all responsibility for the application and interpretation of the contract documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) OWNER waives any claims against the Engineer that may be connected in any way thereto.

SECTION H – INTEREST ON UNPAID BALANCE

- 1. Interest at the rate of 1% per month shall be due and payable commencing 15 days after proper submittal of the bill for engineering services.

SECTION I – CONTRACT TERMINATION

This agreement may be terminated by either party at any time upon 15 days written notice previous to termination. This written notice will be mailed by certified mailing procedures. In the event that such termination should take place at any time other than at the completion of the work to be performed by the ENGINEER, the ENGINEER will be paid by the OWNER for all work completed to date of termination on an hourly basis as per the ENGINEER’s most recent fee schedule.

- 1. Reproducible copies of all drawings, prints, plans, and field notes prepared by the ENGINEER, prior to such termination shall be made available to the OWNER. The cost shall be charged as set forth in the ENGINEER’s most recent fee schedule.
- 2. All controversies arising out of the work that cannot be settled by mutual agreement shall be submitted to arbitration as provided in Chapter 23-29 of the North Dakota Century Code as amended and supplemented.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2020.

OWNER: CITY OF WAHPETON

WITNESS:

BY: _____

ENGINEER: INTERSTATE ENGINEERING, INC.

WITNESS:

BY: _____

PROJECT DESCRIPTION

The City of Wahpeton proposes to mill & overlay Woodland Drive from 17th Avenue North to the 210 Bypass. The planned improvements would include a 2 inch mill. Street would be overlaid to produce a 3 percent slope from the centerline of the road to the curb line. There should be some quantity included for full depth repairs, in case there are areas that have alligated. Also include some quantity for removal and replacement of curb and/or lowering catch basin. There are a couple of areas where water doesn't make it to the catch basin.

Design criteria shall be as follows: Chapters 14 and 17 of City Ordinances and the NDDOT Design Manual.

SCOPE OF SERVICES REQUESTED

1. PRELIMINARY DESIGN PHASE

1.1. Data Gathering and Review: Review as-built construction plans for the street.

1.2. Provide field survey;

1.3. Streets

1.3.1. Street and intersection geometry

1.3.2. Typical sections

1.4. Prepare preliminary opinion of probable construction cost;

1.4.1: Costs shall be broken into two segments of road. The first segment will be from the 210 Bypass to the Rosewood Shared Use Path. The second Segment will be from the Rosewood Shared Use Path to 17th Avenue North. The reason for separating the quantities, is the costs for the first segment are eligible to be paid with TIFF dollars.

1.5. Prepare Preliminary Design Report, including preliminary plan and profile, with

recommendations for review and comment by City staff, and conduct a review meeting with City staff.

1.6. Attend and assist with Public Information Meeting.

2. FINAL DESIGN

2.1. Provide complete plans and specifications for a unit price construction contract;

2.2. Prepare engineer's estimate for the project.

2.3. Provide Detailed Specifications;

2.4. Provide Traffic Control Plans identifying detour routes and sign age for various stages of construction;

2.5. Deliver the following: 1) three sets of construction plans in 11x17 format and pdf formate, 2) three sets of bound specifications, and 3) a unit price cost estimate

3. BIDDING PHASE

3.1. Provide standard bidding phase services, e.g. attend Prebid Conference, issue addenda to the bid documents if required, review prequalification submittals if required, prepare bid tabs, and assist owner in evaluating bids, etc.

3.2. Print plans and specifications for distribution to bidders, suppliers, and builders exchanges and maintain plan holders list.

4. CONSTRUCTION PHASE

4.1. Provide construction management services as negotiated, which may include:

4.1.1. Preside at preconstruction conference and periodic progress meetings;

4.1.2. Review and take action on shop drawings, test results, and other submittals;

4.1.3. Provide construction observation, make periodic site visits at intervals appropriate to the various stages of construction;

4.1.4. Issue statement of substantial completion;

4.1.5. Prepare as constructed drawings for Owner's records.

4.1.6. Attend Final Assessment Hearing.

5. MEETINGS AND SUBMITTALS

5.1. Project team members will include the consultant; City staff

5.2. Meetings requiring the Consultant's participation will include:

- Kick-off Meeting
- Preliminary Design Report Presentation and Discussion
- Public Information Meeting
- 50% Plans and Specifications Review
- 95% Plans and Specifications Review
- Preconstruction Conference
- Construction Progress Meetings
- Final Assessment Hearing

5.3. Submittals required during the design phase include:

- Preliminary Design Report
 - 50% Plans and Specifications
 - 95% Plans and Specifications
 - 100% Plans and Specifications
-

PROJECT SCHEDULE

Contract Negotiations Complete	October 8 th , 2020
Notice to Proceed with Design	October 20 th , 2020
Preliminary Design Submittal	November 15 th , 2020
50% PS&E Submittal	December 15 th , 2020
95% PS&E Submittal	January 5 th , 2021
Public Information Meeting	January 21 st , 2021
Advertise for Bids	February 1 st , 2021
Award Bid	March 1 st , 2021

SCHEDULE OF RATES
ATTACHMENT #1
ENGINEERS

ENG I	\$93.00 per hour
ENG II	\$130.00 per hour
ENG III	\$162.00 per hour
ENG IV	\$185.00 per hour
ENG V	\$205.00 per hour
ENG VI	\$228.00 per hour
ENG VII	\$250.00 per hour

SURVEYORS

SURV I	\$89.00 per hour
SURV II	\$104.00 per hour
SURV III	\$121.00 per hour
SURV IV	\$150.00 per hour
SURV V	\$170.00 per hour
SURV VI	\$191.00 per hour
SURV VII	\$205.00 per hour
SURV VIII	\$215.00 per hour

PLANNERS

PLANNER I	\$80.00 per hour
PLANNER II	\$103.00 per hour
PLANNER III	\$135.00 per hour
PLANNER IV	\$162.00 per hour

TECHNICIANS

TECH I	\$60.00 per hour
TECH II	\$92.00 per hour
TECH III	\$108.00 per hour
TECH IV	\$128.00 per hour
TECH V	\$137.00 per hour
TECH VI	\$166.00 per hour
TECH VII	\$175.00 per hour

ADMINISTRATIVE

ADMIN I	\$65.00 per hour
ADMIN II	\$75.00 per hour

INFORMATION TECHNOLOGISTS

IT I	\$135.00 per hour
IT II	\$185.00 per hour

EXPERT WITNESS

\$275.00 per hour

CHARGEABLE EXPENSES

Subsistence.....	Actual cost	8 ½" X 11" Prints per Page.....	\$0.15 – black & white, \$0.50 - color
Travel Vehicle.....	\$0.58 per mile	11" x 17" Prints per Page.....	\$0.25 – black & white, \$0.50 - color
Survey Vehicle.....	\$0.68 per mile	24" x 36" Prints per Page.....	\$9.00
Aircraft.....	Actual cost	Mylar.....	\$3.00 per ft ²
Any But Ordinary First-Class Postage.....	Actual cost	ATV.....	\$75.00 per day
Subconsultant Services.....	Cost plus 10%	UTV.....	\$150.00 per day
Plat Certification per Certification.....	\$35.00	ATV / UTV with Tracks.....	\$125.00 / \$200.00 per day
Recordation per Monument.....	\$35.00	Snowmobile.....	\$200.00 per day
Cost of surveying materials, filing fees, drafting materials and other materials required for the job.....		Cost plus 25%	
Any and all sales and use tax, TERO or other special fees which apply to this contract.			

Professionals you need, people you trust.

**SUMMARY OF PRELIMINARY DESIGN PHASE
WOODLAND DRIVE FROM 17TH AVENUE NORTH TO THE SHARED USE PATH
CITY PROJECT No. ST 20-257
WAHPETON, NORTH DAKOTA**

<u>PERSONNEL</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
PROJECT MANAGER (ENG VI)	6	\$ 228.00	\$ 1,368.00
SENIOR PROJECT ENGINEER	0	\$ -	\$ -
PROJECT ENGINEER (ENG II)	32	\$ 130.00	\$ 4,160.00
STAFF ENGINEER	0	\$ -	\$ -
TECHNICIAN (TECH IV)	48	\$ 128.00	\$ 6,144.00
SENIOR TECHNICIAN (CADD VII)	10	\$ 175.00	\$ 1,750.00
REGISTERED LAND SURVEYOR	0	\$ -	\$ -
SURVEY III	8	\$ 121.00	\$ 968.00
CLERICAL (ADMIN II)	16	\$ 75.00	\$ 1,200.00
PRINTING, MILEAGE, EXPENSES			\$ 125.00
			ESTIMATED FEE \$ 15,715.00

**SUMMARY OF PRELIMINARY DESIGN PHASE
WOODLAND DRIVE FROM THE SHARED USE PATH TO ND 210 BYPASS
CITY PROJECT No. ST 20-257
WAHPETON, NORTH DAKOTA**

<u>PERSONNEL</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
PROJECT MANAGER (ENG VI)	4	\$ 228.00	\$ 912.00
SENIOR PROJECT ENGINEER	0	\$ -	\$ -
PROJECT ENGINEER (ENG II)	18	\$ 130.00	\$ 2,340.00
STAFF ENGINEER	0	\$ -	\$ -
TECHNICIAN (TECH IV)	32	\$ 128.00	\$ 4,096.00
SENIOR TECHNICIAN (CADD VII)	5	\$ 175.00	\$ 875.00
REGISTERED LAND SURVEYOR	0	\$ -	\$ -
SURVEY III	4	\$ 121.00	\$ 484.00
CLERICAL (ADMIN II)	10	\$ 75.00	\$ 750.00
PRINTING, MILEAGE, EXPENSES			\$ -
			ESTIMATED FEE \$ 9,457.00

**SUMMARY OF CONSTRUCTION PHASE
WOODLAND DRIVE FROM 17TH AVENUE NORTH TO THE SHARED USE PATH
CITY PROJECT No. ST 20-257
WAHPETON, NORTH DAKOTA**

<u>PERSONNEL</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
PROJECT MANAGER (ENG VI)	6	\$ 228.00	\$ 1,368.00
SENIOR PROJECT ENGINEER	0	\$ -	\$ -
PROJECT ENGINEER (ENG II)	6	\$ 130.00	\$ 780.00
STAFF ENGINEER	0	\$ -	\$ -
TECHNICIAN (TECH IV)	130	\$ 137.00	\$ 17,810.00
TECHNICIAN (TECH IV)	16	\$ 137.00	\$ 2,192.00
REGISTERED LAND SURVEYOR	0	\$ -	\$ -
SURVEY III	0	\$ 121.00	\$ -
CLERICAL (ADMIN II)	0	\$ 75.00	\$ -
PRINTING, MILEAGE, EXPENSES			\$ 125.00
			ESTIMATED FEE \$ 22,275.00

**SUMMARY OF CONSTRUCTION PHASE
WOODLAND DRIVE FROM THE SHARED USE PATH TO ND 210 BYPASS
CITY PROJECT No. ST 20-257
WAHPETON, NORTH DAKOTA**

<u>PERSONNEL</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
PROJECT MANAGER (ENG VI)	3	\$ 228.00	\$ 684.00
SENIOR PROJECT ENGINEER	0	\$ -	\$ -
PROJECT ENGINEER (ENG II)	3	\$ 130.00	\$ 390.00
STAFF ENGINEER	0	\$ -	\$ -
TECHNICIAN (TECH IV)	42	\$ 137.00	\$ 5,754.00
TECHNICIAN (TECH IV)	12	\$ 137.00	\$ 1,644.00
REGISTERED LAND SURVEYOR	0	\$ -	\$ -
SURVEY III	0	\$ 121.00	\$ -
CLERICAL (ADMIN II)	0	\$ 75.00	\$ -
PRINTING, MILEAGE, EXPENSES			\$ 125.00
			ESTIMATED FEE \$ 8,597.00

**MANHOURS & EXPENSE BUDGET
PRELIMINARY DESIGN PHASE
WOODLAND DRIVE FROM 17TH AVENUE NORTH TO THE SHARED USE PATH ST 20-257
WHPETON, NORTH DAKOTA**

TASK	Project Manager	Project Engineer	Senior Proj Engineer	Staff Engineer	CADD Tech	Senior Tech	Reg Land Surveyor	Survey Crew	Clerical	Subconsultant	Expenses, Mileage & Misc
PRELIMINARY DESIGN PHASE											
• Data Gathering and Review	0.5	2									
• Field Survey					2	2		8			Survey Miles - 5
• Utility Locations											Survey Supplies - \$25.00
• Prepare Area Base Maps											
• Preliminary Layouts		1			12	2					
- Drainage System Plan											
- Typical Street Section and Driveway Locations					1						
- Sidewalks											
• Preliminary Opinion of Probable Construction Cost	0.5	1									
• Preliminary Design Report	1	4			1						Printing - \$50.00
Subtotal Preliminary Design Phase	2	8	0	0	16	4	0	8	0		\$75.00
•											
TOTALS PRELIMINARY DESIGN PHASE	2	8	0	0	16	4	0	8	0		\$75.00
FINAL DESIGN PHASE											
• Gather Additional Survey Data											
• Title Sheet					1						
• Estimated Quantities		2			1						
• Specifications											
• Basis of Estimate					1						
• Typical Sections		0.5			1						
• Details					2						
• Plan Sheets - Drainage System											
• Curb and Gutter, Sidewalks, Driveways		2			2						
• Waterline Plan Sheets											
• Sanitary Sewer Repairs											
• Signing											
• Construction Traffic Control		2									
• Internal Review Meetings (1)	1	1.5									Printing - \$25.00
• Prepare Preliminary Plans											
• Final Plans & Estimate	1	8			16	6					
Subtotal Final Design Phase	2	16	0	0	24	6	0	0	0		\$25.00
BIDDING											
• Specifications									12		
• Coordination Meeting w/City (2)											
• PS&E											
• Final Plan Meeting											
• Bidding Period	1	7			8				2		
• Bid Opening	1	1							2		
Subtotal Meetings	2	8	0	0	8	0	0	0	16	0	\$0.00
TOTALS	6	32	0	0	48	10	0	8	16	0	\$25.00

**MANHOURS & EXPENSE BUDGET
PRELIMINARY DESIGN PHASE
WOODLAND DRIVE FROM THE SHARED USE PATH TO ND 210 BYPASS
WHPETON, NORTH DAKOTA**

TASK	Project Manager	Project Engineer	Senior Proj Engineer	Staff Engineer	CADD Tech	Senior Tech	Reg Land Surveyor	Survey Crew	Clerical	Subconsultant	Expenses, Mileage & Misc
PRELIMINARY DESIGN PHASE											
• Data Gathering and Review	0	1									
• Field Survey					2	1		4			Survey Miles - 5
• Utility Locations											Survey Supplies - \$25.00
• Prepare Area Base Maps											
• Preliminary Layouts		0.5			8	1					
- Drainage System Plan											
- Typical Street Section and Driveway Locations					1						
- Sidewalks											
• Preliminary Opinion of Probable Construction Cost	0	0.5									
• Preliminary Design Report	1	2			1						Printing - \$50.00
Subtotal Preliminary Design Phase	1	4	0	0	12	2	0	4	0		\$75.00
•											
TOTALS PRELIMINARY DESIGN PHASE	1	4	0	0	12	2	0	4	0		\$75.00
FINAL DESIGN PHASE											
• Gather Additional Survey Data											
• Title Sheet					0.5						
• Estimated Quantities		1			0.5						
• Specifications											
• Basis of Estimate					0.5						
• Typical Sections		0.5			0.5						
• Details					1						
• Plan Sheets - Drainage System											
• Curb and Gutter, Sidewalks, Driveways		1			1						
• Waterline Plan Sheets											
• Sanitary Sewer Repairs											
• Signing											
• Construction Traffic Control		1									
• Internal Review Meetings (1)	0.5	1									Printing - \$25.00
• Prepare Preliminary Plans											
• Final Plans & Estimate	0.5	5.5			12	3					
Subtotal Final Design Phase	1	10	0	0	16	3	0	0	0		\$25.00
BIDDING											
• Specifications									6		
• Coordination Meeting w/City (2)											
• PS&E											
• Final Plan Meeting											
• Bidding Period	1	3			4				2		
• Bid Opening	1	1							2		
Subtotal Meetings	2	4	0	0	4	0	0	0	10	0	\$0.00
TOTALS	4	18	0	0	32	5	0	4	10	0	\$25.00

**MANHOURS & EXPENSE BUDGET
CONSTRUCTION PHASE
WOODLAND DRIVE FROM 17TH AVENUE NORTH TO THE SHARED USE PATH ST 20-257
WHPETON, NORTH DAKOTA**

TASK	Project Manager	Project Engineer	Senior Proj Engineer	Staff Engineer	TECH V	TECH V	Reg Land Surveyor	Survey Crew	Clerical	Subconsultant	Expenses, Mileage & Misc
CONSTRUCTION PHASE											
• MILLING	1	2			8						
• PAVING	2	2			24	8					Survey Miles - 5
• CURB & GUTTER	2				50	8					Survey Supplies - \$25.00
• PATCHING	1	2			18						
• RECORDS					30						
Subtotal CONSTRUCTION Phase	6	6	0	0	130	16	0	0	0		\$75.00
•											
TOTALS CONSTRUCTION PHASE	6	6	0	0	130	16	0	0	0		\$75.00

**MANHOURS & EXPENSE BUDGET
CONSTRUCTION PHASE
WOODLAND DRIVE FROM THE SHARED USE PATH TO ND 210 BYPASS ST 20-257
WHPETON, NORTH DAKOTA**

TASK	Project Manager	Project Engineer	Senior Proj Engineer	Staff Engineer	TECH V	TECH V	Reg Land Surveyor	Survey Crew	Clerical	Subconsultant	Expenses, Mileage & Misc
CONSTRUCTION PHASE											
• MILLING	1	1			4						
• PAVING	1	1			12	4					Survey Miles - 5
• CURB & GUTTER	1				10	8					Survey Supplies - \$25.00
• PATCHING	1	1			6						
• RECORDS					10						
Subtotal CONSTRUCTION Phase	3	3	0	0	42	12	0	0	0		\$75.00
•											
TOTALS CONSTRUCTION PHASE	3	3	0	0	42	12	0	0	0		\$75.00