

CITY OF COON RAPIDS

LETTER OF ENGAGEMENT

Project Name: 2016 Sanitary Sewer Lining

City Project No.: 16-6

This Letter of Engagement is entered into this ___ day of _____, 2015 by and between the CITY OF COON RAPIDS, 11555 Robinson Drive, Coon Rapids, Minnesota 55433 (the “City”) and Short Elliott Hendrickson, Inc. 3535 Vadnais Center Drive, St. Paul, Minnesota, 55110 (the “Consultant”).

RECITALS

WHEREAS, the City and the Consultant entered into an Engineering Master Consulting Agreement (the “Agreement”) on the 30th day of April, 2014; and

WHEREAS, this Agreement provides that the City will engage the Consultant from time to time to assist in providing engineering services for projects and studies designated by the City and as described through separate Letters of Engagement; and

WHEREAS, the City wishes to retain Consultant to perform Service(s) to assist with the following described project:

2016 Sanitary Sewer Lining; and

WHEREAS, this Letter of Engagement outlines the Service(s) to be performed by the Consultant; the approved cost of the Project; and the Project schedule.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and intending to be legally bound hereby, the City and the Consultant hereby agree as follows:

ARTICLE ONE

SERVICES TO BE PERFORMED BY THE CONSULTANT

The City hereby retains Consultant for the purposes of advising and consulting the City for the services described on Exhibit A attached hereto and made a part hereof.

ARTICLE TWO

SCHEDULE OF PERFORMANCE

The Consultant shall perform the services for the Project on the basis of the schedule attached hereto as Exhibit B and made a part hereof by reference. The schedule may be adjusted by mutual consent as the Service(s) proceed. The term limits established by the schedule and approved by the City shall not be exceeded by the Consultant or the City, except for a reasonable cause agreed to by the City.

ARTICLE THREE
CONSULTANT'S COMPENSATION

The City shall pay the Consultant for services furnished and the Consultant shall accept as full payment the sums described on Exhibit C attached hereto and made a part hereof.

ARTICLE FOUR
CAPITALIZED TERMS

Capitalized terms not otherwise defined herein have the meaning given them in this Agreement.

Subject to the terms and conditions of this Engagement Letter, all of the terms and conditions of the Engineering Master Consulting Agreement dated the 30th day of April, 2014 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Letter as of the date first above written.

CONSULTANT

Short Elliott Hendrickson, Inc.

By: _____

Its: Project Manager

CITY OF COON RAPIDS

By: _____

Its: Mayor

By: _____

Its: City Manager

Recommended:

By: _____

Its: Public Works Director

Approved as to Form:

By: _____

Its: City Attorney

EXHIBIT A

SERVICES TO BE PERFORMED BY CONSULTANT

- Preliminary Engineering Reports
- Application for and pursuant to various funding programs
- Environmental Worksheets
- Design, Construction and Legal Boundary Surveys
- Detailed Design and Plan Preparation
- Technical Specifications
- Estimates and Construction Contract Documents
- Comparative Bids Solicitation and Evaluation
- Construction Engineering and Observation Services
- Contract Management
- Preparation of Record Plans and Final Contract Compliance Reports
- _____
- _____
- _____
- _____
- _____

EXHIBIT B

PROJECT SCHEDULE

Item	Date
Council awards consultant contract and orders preliminary report	September 2015
Submit draft preliminary plans and specification to City for review and comment	October 9, 2015
Receive draft plans and specifications comments from City	October 23, 2015
Council approves plans and specifications, sets public hearing date, and sends notices to newspapers to publish	N/A
Council holds public improvement hearing, orders project, and authorizes preparation of plans and specifications	N/A
Submit final plans and specifications with Engineer's estimate to City	November 10, 2015
Council approves plans and specifications, sets bid date and assessment hearing date	November 17, 2015
Receive draft plan comments from City	N/A
First advertisement for bid	November 25, 2015
Final plans and specs to Contractors	November 30, 2015
Bid opening	December 22, 2015
Send assessment hearing notice to newspaper to publish, and send notice to affected property owners	N/A
Assessment hearing	N/A
Construction commences	April 1, 2016
Construction ends	November 20, 2016

EXHIBIT C

CONSULTANT'S COMPENSATION FOR PROJECT

Item	Amount	Reimbursable Expenses
Preliminary Report	Included	Included
Preparation of contract documents and construction plans	Included	Included
Preliminary Survey	N/A	
Design	Included	Included
Construction Staking	N/A	
Construction Services	Included	Included
Final Inspection	Included	Included
Record Drawings	Included	Included
<i>Subtotal</i>	<i>\$76,960</i>	
Special Services		
MNDOT Hwy 10 MH Assessment (Optional)	\$4,980	Included
Total Project Costs	\$81,949 w/option included	Included

The above sums for services shall be Lump Sum ~~Hourly Not to Exceed~~, subject only to adjustments for a change in scope of services performed, agreed upon in writing by the City and the Consultant.

EXHIBIT D

CONSULTANT'S PROPOSAL



Building a Better World
for All of Us®

August 4, 2015

RE: City of Coon Rapids
2016 Sanitary Sewer Lining
City Project No. __-____
SEH No. COONR 2016 LINING PRP

Mr. Tim Himmer
Public Works Director
City of Coon Rapids
11155 Robinson Drive
Coon Rapids, MN 55433

Dear Mr. Himmer:

This letter supplements the Agreement for Professional Services between City of Coon Rapids, Owner, and Short Elliott Hendrickson Inc. (SEH®) dated the 30th day of April, 2014 and addresses providing services in connection with design, bidding and construction services (hereinafter called the "Project"). The scope of said services is detailed in the attached Exhibit A.

Our services will consist of conducting preliminary investigations, preparing a report containing the findings of the investigations along with our recommendations for the Project, preparing a preliminary design based on the approved report, preparing final design documents based on the approved preliminary design, providing assistance with receiving bids for the work and negotiating a construction contract with the successful bidder, providing construction services during construction, all as set forth in this letter and the Agreement for Professional Services between SEH and City of Coon Rapids dated 30th day of April, 2014.

In addition our services will include review of approximately 47,250 Linear Feet (LF), as available, PCAP compliant CCTV records for VCP sanitary sewer within the Owner's planned street reconstruction project areas (CIP years 2016-2017) and provide the City with spot repair locations to be incorporated within street reconstruction projects.

We will also furnish such Additional Services as you may request or as required. SEH has not included in this proposal total an estimated cost for SEH Staff to perform confined space entries into ten (10) maintenance structures for inspection and condition assessment (including MNDOT traffic control procedures) within the MNDOT Hwy 10 right-of-way as part of an emergency maintenance assessment for determination of needed maintenance repairs.

You will pay SEH a lump sum fee of **\$76,960** for our services, in accordance with Exhibit C-2.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

Mr. Tim Himmer
August 2, 2015
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Payment for additional services, if requested, shall be based on the time required to perform the services and the current billable rates for the principals and employees engaged directly on the project, plus charges for expenses and equipment, as may be in effect at the time the Additional Services are performed. The MNDOT Hwy 10 additional services, if authorized, are estimated to be **\$4,980**.

We will start our services promptly after receipt of your authorization. We estimate our design and bidding services portion of the work will be completed after four months. If there are delays in the Project that are beyond our control, you agree to grant additional time to complete the services.

SEH, Inc. has estimated your 2016 Sanitary Sewer Lining budgetary project cost at **\$1,205,000** for construction of the Project and should be confirmed to us in writing at an early date. We will endeavor to work within those limitations.

If you request, we will submit periodic estimates of cost to give you our opinion of the probable cost of the Project. Where appropriate, if the estimated cost exceeds the budget, we will either request an adjustment in the budget or suggest a revision in the extent or quality of the Project to assist in bringing construction cost back within the budget. We do not guarantee that our opinions of probable construction cost will not differ materially from negotiated prices or competitive bids. If you wish greater assurance as to probable construction cost or if you wish formal estimates, an independent cost estimator should be employed.

This letter and the Agreement for Professional Services dated 30th day of April, 2014 along with Exhibits A, B, C-2, and D represent the entire understanding between you and SEH in respect of the Project and may only be modified in writing and signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter, in the space provided below, and return it to us.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Donald R. Lutch, PE
Project Manager

Accepted by: City of Coon Rapids

By: _____
Authorized Client Signature

Date: _____

Enclosure

2016 Sanitary Sewer Lining- City of Coon Rapids																
SEH	COONR	PM	Project Engineer	Survey	GIS	CAD	Civil Tech/ RPR	Admin	Hours	Labor Fee	Direct Reimbursable Expenses				Task Exp's	Task Totals
											Assignee:	Litch	Daignault	Domiano		
T1 Project Start-up & Information Gathering - 120.7 hours											\$ 362	\$ 106	\$ 190	\$ -	\$ 15,449	
Kick-off meeting		2	4					1	7	\$ 858	\$ 20	\$ 54	\$ 20	\$ -	\$ 52	\$ 911
Design Criteria Letter Report Document		2	4		12				18	\$ 2,601	\$ 54	\$ -	\$ -	\$ 54	\$ 2,655	
Data & Document Collection			4						4	\$ 360	\$ 12	\$ 26	\$ -	\$ 27	\$ 387	
Review PCAP CCTV records for street reconstructs		2	42		43	6			92	\$ 11,187	\$ 277	\$ 26	\$ 170	\$ 308	\$ 11,495	
T2 Preliminary Engineering and Design - 35 hours											\$ 105	\$ 50	\$ 425	\$ -	\$ 7,475	
Civil/Structural		4	24						28	\$ 3,062	\$ 84	\$ 50	\$ 225	\$ 135	\$ 3,197	
Permitting			3					4	7	\$ 655	\$ 21	\$ -	\$ 200	\$ 41	\$ 696	
GIS					24				24	\$ 3,592	\$ -	\$ -	\$ -	\$ -	\$ 3,592	
T3 Final Documents- 344.08hours											\$ 1,032	\$ 130	\$ 30	\$ -	\$ 36,683	
Alignment										\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Design		2	20			34			56	\$ 5,837	\$ 168	\$ 50	\$ -	\$ 197	\$ 6,034	
Plan Development		2	54			142			198	\$ 20,256	\$ 594	\$ 40	\$ -	\$ 617	\$ 20,871	
Specs/ Contract Documents		8	60					4	72	\$ 7,590	\$ 216	\$ -	\$ -	\$ 216	\$ 7,806	
Bid Phase Services		2	16						18	\$ 1,891	\$ 54	\$ 40	\$ 30	\$ 80	\$ 1,971	
T4 Bidding Assistance - 14hours											\$ 42	\$ 58	\$ 100	\$ -	\$ 1,640	
Pre-Bid Conf. Minutes, Agenda		2	8					4	14	\$ 1,555	\$ 42	\$ 58	\$ 100	\$ 85	\$ 1,640	
T5 Construction Phase Services - 148hours											\$ 444	\$ 500	\$ 80	\$ 25	\$ 15,714	
Fulltime RPR - Underground										\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Weekly Inspection		2					120		122	\$ 11,261	\$ 366	\$ 500	\$ 80	\$ 25	\$ 684	
Shop Drawings & Change Order Review		4	8						12	\$ 1,621	\$ 36	\$ -	\$ -	\$ 36	\$ 1,657	
Review of Progress Payments		6	8						14	\$ 2,071	\$ 42	\$ -	\$ -	\$ 42	\$ 2,113	
Hours:		38	255	1	79	182	120	13	686	\$ 74,386	\$ 1,985	\$ 844	\$ 825	\$ 25	\$ 2,574	\$ 76,960