

Agreement for Professional Services

This Agreement is effective as of July____,2019, between Glacial Lakes Sanitary Sewer and Water District (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described in the Proposal for Engineering Services for 4 Lift Stations/3 Forcemain/SCADA Project Construction Services dated July 10, 2019.

Client's Authorized Representative: Colleen Thompson

Address: 14403 138th Avenue NE
Spicer, MN 56288

Telephone: 320.796.4523 **email:** colleen.thompson@kcmn.us

Project Manager: William Lueck

Address: 3535 Vadnais Center Drive
St. Paul, MN 55110

Telephone: 651.490.2174 **email:** wlueck@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Project described as: identified in the Proposal for Engineering Services for 4 Lift Stations/3 Forcemain/SCADA Project Construction Services dated July 10, 2019.

Schedule: Will be developed by the Contractor.

Payment: A retainer in the amount of \$0 will be paid in advance of Consultant starting work and will be applied to the final invoice(s).

The not to exceed amount is \$695,083 including expenses and equipment.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.

By: 
Karen A. Cavett
Title: Regional Practice Center Leader

Kandiyohi County Board of Commissioners

By: _____
Title: Roland Nissen, Chairman

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-1
to Agreement for Professional Services
Between Glacial Lakes Sanitary Sewer and Water District (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated 07/10/19

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

document6



Building a Better World
for All of Us®

July 10, 2019

RE: GLSSWD
4LS/3FM/SCADA Project Construction
Services
SEH No. GLSSW 146091 14.00

Ms. Colleen Thompson
Director
Glacial Lakes Sanitary Sewer and Water District
14403 138th Avenue NE
Spicer, MN 56288

Dear Ms. Thompson:

Thank you for the opportunity to submit this proposal for professional services to the Glacial Lakes Sanitary Sewer and Water District for construction administration services associated with the 4LS/3FM/SCADA Project. This letter serves as our understanding of the project scope and schedule.

Scope of Services

Construction phase tasks will include the following:

Contract Documentation

1. Prepare the Standard Form of Agreement and Notice to Proceed Documents.

Meetings

2. Schedule, conduct and attend one (1) preconstruction conference with Contractor and District Staff.
3. Attend and conduct weekly progress meetings for the Project. Prepare meeting minutes and distribute to attendees after the meeting. Assumes all meetings will be attended in person by RPR. PM and others can attend via telephone under normal circumstances and in person as needed.

Construction Observation

4. Project manager and design staff will make visits to the site at intervals appropriate to the various stages of construction for observation.
5. Provide up to 3,660 hours of Resident Project Representative (RPR) time on-site and expenses during construction activity. This includes 3,160 hours for the RPR and 500 hours for an assistant if and when needed. Additional hours will be considered an additional services. The RPR will review schedules, attend meetings with the Contractor, conduct on-site observations of the work in progress, verify that quality control tests are conducted, verify equipment start-ups, and confirm equipment start-ups are conducted, keep a log book of construction activities and weather, review pay applications noting the work completed, and conducting final inspections prior to completion of the project. The RPR will act as a liaison between the City and the Contractor for construction related issues.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1200 25th Avenue South, P.O. Box 1717, St. Cloud, MN 56302-1717
SEH is 100% employee-owned | sehinc.com | 320.229.4300 | 800.572.0617 | 888.908.8166 fax

6. Design disciplines (including structural, geotechnical, and civil) will be available for up to 4 site visits as needed during construction to either review or resolve a potential conflict in their area of expertise. Any additional visits will be considered additional services. Electrical will be involved in start-up of the SCADA at each of the Lift Stations identified in the SCADA documents. It is expected that multiple lift stations can be brought on line in the same day, and a total of 5 days is allotted to transition the lift stations to the new SCADA system.

Review of Required Submittals

7. Review project schedules, shop drawings, test results, requests for substitutions, and other documentation the Contractor is required to submit. Assumes a maximum of two (2) reviews per shop drawing and a total of 80 submittals.

Construction Administration/Project Management

8. Respond to Contractor questions during construction and issue clarifications and interpretations of the contract documents. Assumed to be 15 RFI's.
9. Prepare and issue field orders and change orders as necessary. Review Contractor pricing on change orders and when acceptable, recommend for payment. Assumes up to 6 change orders.
10. Review Contractor's applications for payment and make recommendations to the Owner. Assumes up to 20 payment applications.

Process Start-up Assistance

11. Assist the Contractor and District with process start-up activities up to 128 hours. Start-up activities include review of controls, process start-up, and follow up. Due to the nature of this project, the start-up is anticipated to occur in phases. Based on the Contractor's schedule, the start-up hours will be distributed accordingly. Additional hours will be considered an additional service. Start-up includes the three lift stations constructed under this project as well as the SCADA upgrades to the additional lift stations, water towers, WTP and WWTP.

Project Completion and Closeout

12. Provide recommendations for substantial completion for components throughout the construction project. The substantial completion date will occur for some components before others because the Work will be completed in phases. Substantial completion for the project is achieved once all components are substantially complete.
13. Coordination of preparation and completion of punchlist with Contractor. The RPR will coordinate and electrical and civil will visit the project areas to prepare the punchlist.
14. Review required close-out documents, including final application for payment, and forwarding to Owner with recommendation for final payment. Verify all warranties, bonds and certificates or other evidence of insurance have been received. Assemble all certificates of inspection, tests and approvals, Shop Drawings, Samples and other data which are to be assembled by the Contractor including all record information from field representatives for recording and filing. Prepare a letter of acceptance and prepare certification that the project was constructed according to the contract documents.

Post Construction Documentation

15. Furnish Owner with record drawings showing those changes made during the construction process. One full size (22" x 34") plan, three half size (11" x 17") plans, electronic pdf, and all AutoCAD files.
16. Provide Contractor submitted O&M manuals to the District.
17. Develop Asset Management Program for project components.

Project Management

18. Provide overall project management, including the following:

- a. Support GLSSWD with unanticipated project-related issues such as informal discussions with interested citizens, civic organizations, environmental groups, developers, or the press. Hold, present, manage and document meeting minutes along with implementing discussion.
- b. Work in close cooperation with the GLSSWD Director. Provide asset management information related to the project for GLSSWD asset management program. Assets will be catalogued as shop drawings are reviewed and entered into a spreadsheet, an example is attached. All above grade assets will be catalogued using bid prices and contractor's schedule of values. Naming convention will be developed for assets under this project that could be extended to other GLSSWD projects.
- c. Prepare, review with GLSSWD, and submit other funding source requests and submit permits, reports, and supporting documentation as required. Work with GLSSWD Director to implement project payments. Provide separate construction and funding calendars.
- d. Keep GLSSWD Commission well informed of the project status. Attend GLSSWD Commission meetings and make formal or informal presentations and respond to questions as needed. Project-related information such as an Executive Summary will be prepared for every GLSSWD Commission Meeting.
- e. Maintain a GLSSWD-approved paper (hard copy) file management system for documents related to the project. Maintain the filing system to ensure it is complete and accurate for any related audits. In addition, maintain in electronic format, and submit a pdf version of all project documents to GLSSWD and County Highway Department at the conclusion of the project.
- f. Work with City of New London, City of Spicer, and the District to estimate the maximum wetwell surcharge levels at the three new lift stations. 40 hours of field survey crew time is included to estimate the lowest service elevation upstream of each lift station.

Hours Estimate for Scope of Work Tasks

The construction phase tasks are based on an estimated 24 month construction schedule (16 months to substantial completion (of all processes) and 6 months to final completion). If construction goes beyond 24 months and any of the services listed above, with the exception of 13, 14, 15, and 16, are still required they will be considered additional services.

The following table demonstrates the total hours estimated for each of the major tasks listed above in the scope of work.

Task Name	Task Items Included	Number of estimated hours
Contract Documentation	1	16
Meetings	2, 3	216
Construction Observation	4, 5, 6	3,660
Review of Required Submittals	7	164
Construction Admin	8, 9, 10	156
Process Start-up Assistance	11	128
Project Completion and Closeout	12, 13, 14	36
Post Construction Documentation	15, 16	156
Project Management	17	332
Total Estimated Hours		4,848

Additional Services

If authorized by the Owner, SEH shall furnish additional services including:

1. Additional services due to significant changes in the general scope of the project or its design.
2. Additional services due to wage compliance monitoring including:
 - a. Request of additional classifications and/or rates.
 - b. Resolution of problems with payroll or documentation provided by the prime contractor or subcontractors that goes beyond the initial discussion and resolution attempt with the contractor.
 - c. Request wage restitution as necessary and ensure that underpayments and/or any other violations are resolved prior to contractor payment.
3. Additional services due to construction activities extending beyond the estimated 24 month construction schedule.
4. Additional services related to the Resident Project Representative beyond the hours identified in the scope of work.
5. Additional site visits for the design disciplines beyond the number of site visits identified in the scope of work.
6. Additional services related to the process start-up activities beyond the hours identified in the scope of work.
7. Providing professional services made necessary by the default of the Contractor or major defects in the Work.
8. Assistance in connection with Bid protests, rebidding, or negotiating contracts.
9. Providing construction surveys and staking to enable the Contractor to perform work and any type of property surveys.
10. Additional services not otherwise provided for in this scope of work.
11. Construction material testing performed by independent laboratory is not included in this scope of work but shall be directly contracted by the Contractor.

Owner Responsibilities

The Owner's responsibilities related to the construction administration services to be provided by SEH are:

1. Assist SEH by furnishing all available information pertinent to the services to be provided by SEH.
2. Give prompt notice to SEH whenever the Owner observes or otherwise becomes aware of any changes in the project or wishes to make changes in the project.
3. Furnish all test results and other special items pertinent to the project.
4. Promptly examine all studies, reports, sketches, cost estimates, and other documents presented by SEH, and render the necessary decisions and instructions.
5. Act promptly to review and approve or reject all proposed Change Orders.

Project Schedule

We have estimated the time for the project to begin immediately upon contract award and continue for 24 months to the project's final completion. Contractor's schedules vary, but for the basis of our estimated fee, we have assume the RPR will be working an average of 50 hours per week once the Contractor is on-site and performing construction activities through substantial completion of all processes during spring, summer and fall and 20 hours per week during winter periods until final completion.

Fee Estimate

Based on the scope of services described above, SEH has estimated a fee to complete these services on an hourly basis and can be found in the Supplemental Letter Agreement. The fee is an estimate, however, it will not be exceeded without prior review and consent from the District. Services will be performed in accordance with the Agreement for Professional Services between the District and SEH.

Ms. Colleen Thompson
July 10, 2019
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If you have any comments or questions or would like to discuss these services in detail, please call me at 651-490-2174. Thank you.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Bill Lueck, PE
Project Manager



Karen Cavett, PE
Regional Practice Center Leader

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GLSSWD: 4 Lift Stations/3 Force Main/SCADA Project Construction Services RFP

Table 2: Lead Consultant - SEH - Effort and Total Project Cost

Task No. Description	Classification: Blended Loaded Labor Hourly Rate:	Table of Task Hours by Classification														Total Hours	Labor Cost	Other Direct Costs (ODCs)					Total Cost
		Princ.	PM	PE1	PE2	SE2	EE1	EE2	GE1	GE2	RPR	SURV	CAD1	CAD2	SUP			Copy/ Repro.	Shipping/ Postage	Equip. Materials	Mileage	Subtotal ODCs	
		235	242	121	96	121	232	142	187	143	131	189	71	133	112								
1 CONSTRUCTION PHASE		0	152	124	616	4	112	120	24	16	3,208	0	60	60	0	4,496	593,349	0	0	0	25,861	25,861	619,210
1.1 Contract Documentation			2	14												16	2,186					0	2,186
1.2 On-Site RPR (20 full time months out of 24 months, 10 weeks with RPR assistant)					500						3,160					3,660	461,390			22,543	22,543	483,934	
1.3 Meetings (Weekly Construction Mtgs) Assume 80			80		80		20	20	16							216	37,582			1,508	1,508	39,090	
1.4 Materials Testing					4	4				16						24	3,163					0	3,163
1.5 Submittals (Assume 80)			20	60	16		36	24	8							164	26,946					0	26,946
1.6 RFI's (Assume 15)			8	12	4		4	4					20	20		72	9,365					0	9,365
1.7 Change Orders (6) & Payment Applications (20)			30	30												60	10,916					0	10,916
1.8 Start-Up			8	8	8		48	48			8					128	22,700			1,810	1,810	24,509	
1.9 Record Plans			4		4		4	24			40		40	40		156	19,101					0	19,101
2 PROJECT CLOSEOUT		0	4	0	12	0	4	0	0	0	8	0	0	0	8	36	4,992	0	0	0	0	0	4,992
2.1 Project Closeout			4		12		4				8				8	36	4,992					0	4,992
3 PROJECT MANAGEMENT		8	152	20	64	0	24	0	0	0	0	40	0	0	24	332	63,122	1,000	500	2,640	3,619	7,759	70,881
3.1 Project Management																0	0					0	0
Invoicing, Permits, Support, Asset Management, Commission Meetings (24), A		8	152	20	64		24					40			24	332	63,122	1,000	500	2,640	3,619	7,759	70,881
PROJECT TOTAL		8	308	144	692	4	140	120	24	16	3,216	40	60	60	32	4,864	661,463	1,000	500	2,640	29,480	33,620	695,083

SEH Schedule of Expenses – 2019

Vehicle Mileage Rates

Current IRS rate if IRS rate is whole cents, otherwise rounded down to nearest whole cent.

Vehicle Allowance Costs

Resident Project Representative \$16.00/day
 Survey and Field Vehicle \$4.50/hour + mileage as referenced above

Survey Equipment

Robotic Total Station \$30.00/hour
 Global Positioning System (GPS) \$30.00/hour

Computer Equipment

Computer Charges per Direct Hour of Labor \$3.00/hour

Other Equipment Expenses

SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH.

Rates are subject to change.

Identifiable Reproduction and Reprographic Costs ^{(1) (2)}

Item	8½x11	11x17	Large Format	Per Item
Black/White Copy ⁽³⁾	0.07	0.24	0.95 + 0.50/sq. ft.	
Color Copy ⁽³⁾	0.46	1.02	0.95 + 2.55/sq. ft.	
Mylar			5.00	
CD Copy				3.00
Lamination	2.00	3.50	3.50/sq. ft.	
Laminated Foamcore – up to 30"x 42" – larger than 40"x 60"			40.00 75.00	
3-Ring Binder <i>size</i>	1"	2"	3"	4"
<i>cost</i>	3.20	4.80	5.60	7.24
Machine Folding				0.02
Binding wire comb				3.60 3.20
Covers custom blank				0.15 0.03
Tabs (white)				0.20
Mailing/Processing				UPS or USPS rates

(1) prices include operator time

(2) prices denote single-sided printing

(3) standard stock, white paper used for pricing

Prices are subject to change and may not be accompanied by immediate notification.



Building a Better World
for All of Us®

SHORT ELLIOTT HENDRICKSON INC.