



Building a Better World
for All of Us®

August 28, 2024

RE: Agreement for Professional Services
Final Design and Bidding
2025 Street and Utility Improvement
Project SEH No. NEWPR 179117

Matt Rynda - Public Works Director
City of New Prague
118 Central Avenue North
New Prague, MN 56071-1534

Dear Matt:

With completion of the Feasibility Study and Public Hearing, the City Council will consider ordering the improvement and proceeding to preparation of the bidding documents. Please consider this proposal for final design and bidding of the 2025 Street and Utility Improvement Project.

PROJECT SCOPE AND PROPOSED FEES

As approved with the Feasibility Report, the 2025 Project was identified to include:

- Lincoln Avenue N from Main Street to 4th Street NE (full reconstruction)
- Pershing Avenue N from Main Street to 5th Street NE (full reconstruction)
- First Street NE from Columbus Avenue N to Pershing Avenue N (full reconstruction)
- Second Street NE from Columbus Avenue N to Lyndale Avenue N (mill/overlay and sidewalk)
- Alley improvements (pavement and drainage). North of Main Street, between Columbus Avenue N and Lincoln Avenue N

After further review of the project area and award of the Active Transportation Grant from MnDOT State aid, the following changes and additions were made to the proposed project:

- Removal of mill and overlay on 2nd Street NE
- Addition of Lincoln Avenue N between 4th Street NE and 5th Street NE (full reconstruction)
- Addition of sidewalk on 5th Street NE from alley west of Lincoln Avenue N to Pershing Avenue N
- Addition of sidewalk construction on 12th Avenue SE.

Full reconstruction includes replacement of the of the street and utilities (sanitary sewer, water main, and storm sewer) through the existing streets noted above.

This proposal provides final design, plans and specification preparation, and bidding services up to the point of project award. Specific tasks, estimated hours, and apportioned fees are also outlined in detail on the attached task hour budget. The previously completed Feasibility Study should be considered Phase 1 while this proposal should be considered for Phase 2.

Task 1.1/1.2 – Feasibility Study and Topographic Study (\$4,400 Additional)

An amendment of this previously approved task is requested for additional services related to the additional project areas added to the project, specifically the north block of Lincoln Avenue N and sidewalk on 5th Street NE. A fee amendment of \$4,400 is requested to the previously approved \$68,800 to cover the additional costs of survey and other miscellaneous tasks related to the Feasibility Report for this additional work area. Costs related to the sidewalk on 12th Avenue SE, including topographic survey, are included below with Final Design.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 11 Civic Center Plaza, Suite 200, Mankato, MN 56001-7710

507.388.1989 | 877.316.7636 | 888.908.8166 fax | sehinc.com

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Task 2.1 – Final Design / Bidding Documents (\$195,100)

This task is associated with the final design, plan production, and preparation of specifications and bidding documents for the proposed project. This will include 3 progress meetings, 2 utility meetings, and a public Open House. This project includes MnDOT State Aid review and approval, requiring some additional services to meet their requirements for funding. This task also includes topographic survey, design, and submittals for the 12th Avenue SE sidewalk that accounts for approximately \$14,000 of this proposed fee.

Task 2.2 – Bidding Services (\$7,300)

This task is associated with bidding the project through the public bidding process. It is anticipated that the project will be bid electronically only.

Task 3.0 – Right of Way (\$2,000)

Right of entry forms or temporary easements may be needed on 2nd Street NE to accommodate sidewalk construction. An hourly not-to-exceed fee of \$2,000 is included within the proposal and will only be used if requested and with approval. We will not be able to determine the full extent of right-of-way needs until after final design is underway.

PROJECT SCHEDULE

Below is the anticipated project schedule:

Task	Date
Final Design	September 2024 to January 2025
MnDOT State Aid Submittal (Active Transportation)	December 13, 2024
MnDOT State Aid Submittal (Overall)	January 6, 2025
Council Approve Plans for Bid	January 20, 2025
Advertising for Bids	January 30-February 21, 2025
Bid Opening	February 21, 2025
Award Project	March 3, 2025
Construction	April 2025 to October 2025
Assessment Hearing	October 2025

PROPOSED FEES:

We are proposing to provide the services outlined above as follows:

Task 1.0 - Feasibility Study and Topographic Survey	\$4,400 (Hourly, not to exceed)
Task 2.0 - Final Design and Bidding	\$202,400 (Lump Sum)
Task 3.0 - Right of Way Services	\$2,000 (Hourly, not to exceed)

This would be in addition to the previously approved \$68,800 for the feasibility report and topographic study. A future proposal will be provided for construction and post-construction services, after award of the bid. Please contact us with any questions or comments concerning this proposal/agreement.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC



Agreement for Professional Services – Final Design and Bidding
2025 Street and Utility Improvement Project
August 28, 2024
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Chris Knutson, PE
Client Service Manager
(Lic. MN)

Attachments

1. Task Hour Budget
2. Supplemental Letter Agreement

cdk

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2025 Street & Utility Improvement Project
New Prague, Minnesota

DETAILED TASK HOUR BUDGET/COST ANALYSIS

	Knutson Civil Engr PE	Kosek Grad Eng EIT	Istvanovich Grad Eng EIT	Voigt Lead RPR	Brinkman Admin Tech	Solomonson Survey	Totals
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Task 1.1 - Project Development and Feasibility Design (Previously approved fee this task):

\$68,800 (Previously approved fee)

Task 2.1 - Final Design / Bidding Document Preparation:

Project Management / Project Administration / misc.	80				10		90
Determine alignment/geometric design of street	1	4	4				9
Determine alignment/geometric design of new sidewalks	12	10					22
Arrange, Prepare and attend Utility Coordination meeting #1 / Agenda / Minutes - (Virtual)	1	1	3	3	1		9
Utility coordination on relocations	1			8			9
Edit/finalize street section and geometric design	1	4					5
Edit/finalize profiles	24	80	8				112
Storm sewer layout, design and sizing			96				96
Draft sanitary service and pipe locations			10				10
Review sanitary sewer design requirements / Layout & Tab			10				10
Review storm televising	1			2			3
Review water main design requirements / Layout & Tab / valve locations			6	8			14
Prepare for and attend 30 percent review (Layout) with city staff (Virtual)	4	3	5				12
Determine plan sheet layout and cut plan sheets		1	8				9
Prepare / Review Title Sheet	1	6					7
Prepare / Review Statement of Estimated Quantities Sheets	4						4
Prepare / Review Quantity Tabulation / Structure Schedule Sheets	1	12	12				25
Prepare / Review Typical Sections (1 estimate)	1		6	2			9
Prepare / Review Detail Sheets (2 estimate)	1	1	8	2			12
Prepare / Review Alignment Plan and Coordinate Tabulation		1	4				5
Prepare / Review Intersection Details	1	54	4				59
Prepare / Review Removal Sheet	2		40	2			44
Prepare / Review Plan & Profile (Street, Storm, Water, Sanitary) Sheets	6	128	128				262
Prepare / Review Construction Notes, Standard Plates, etc.	1	8					9
AT Sidewalk - Topo Survey and Field Reviews	1		4			8	13
AT Sidewalk - Alignment/Vertical Design	2		12				14
AT Sidewalk - Plan and Profile and Intersection Details	4		40				44
AT Sidewalk - Quantities and Tabulations			4				4
AT Sidewalk - State Aid Submittal and address comments	1		4				5
Prepare for and attend 60 percent review with city staff - (Virtual)	3		5				8
Arrange and attend Utility Coordination meeting #2 / Agenda / Minutes - (Virtual)	1	1	3	3	1		9
Early Coordinator for Centerpoint Relocation of Utilities / Stake RW			4			8	12
Prepare / Review SWPPP/Turf Establishment Sheets		2	36				38
Prepare / Review Traffic Control Plan	1	12	2				15
Calculate/Review Earthwork		12					12
Takeoff Quantities / Prepare Engineer's Estimate	8	20	20	4	2		54
Prepare for and attend 95 percent review with city staff - (Virtual)	4	3	6				13
Submit Permit applications to MDH			1		1		2
Submit Permit applications to MnDOT	2		4		1		7
Prepare/Review Final Bidding Plans/QA Review	4	8	8	8			28
MnDOT State Aid Hydraulics Calculations and Submittal	4		40				44
MnDOT State Aid Submittal and Revisions		40					40
Prepare/Review/Revise Specifications	24				10		34
Review plans and specifications with city staff & follow up meeting - (Virtual)	4	1	4				9
Prepare/Review/Send City Council Agenda and Resolution Attend CC Meeting	4				2		6
Prepare for and/or attend Design Review Open House with Residents	4		4	4	1		13
Subtotal Hours this Task:	214	412	553	46	29	16	1254
Subtotal Fee this Task:	\$195,100						

Task 2.2 - Bidding Services:

Schedule / Plan bid opening	2				1		3
Finalize Engineer's Estimate / Bidding Items	1		4		2		7
Uploading Final Plans & Specifications to QuestCDN	1		2		2		5
Assist City / Contractors during bidding / Addendum	6	2	2		1		11
Bid Opening - Prepare for / attend / follow up (On-Line Bidding)	2				1		3
Tabulate Bids / Recommendation to City / CC Agenda and Resolution / Attend CC Mtg	4				2		6
Prepare Funding Reviews & Cost Splits with Bid prices	5				1		6
Subtotal Hours this Task:	21	2	8	0	10	0	41
Subtotal Fee this Task:	\$7,300						

Total Fee Final Design Engineering & Bidding:

\$202,400

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of New Prague ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective May 8, 2009, this Supplemental Letter Agreement dated September 3, 2024 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2025 Street and Utility Project Final Design and Bidding.

Client's Authorized Representative: Matt Rynda
Address: 118 Central Ave N, New Prague, Minnesota 56071, United States
Telephone: 952.758.1144 **email:** mrynda@ci.new-prague.mn.us

Project Manager: Chris Knutson
Address: 11 Civic Center Plaza, Suite 200, Mankato, Minnesota 56001
Telephone: 507.237.8383 **email:** cknutson@sehinc.com

Scope: The Services to be provided by Consultant:

Services related to final design and bidding of the project. See details on attached letter dated August 28, 2024.

Schedule: As provided on attached letter dated August 28, 2024.

Payment:

The estimated fees are as shown on the attached letter dated August 28, 2024 and noted below:
Task 1.0, Feasibility Report Additional \$4,400 to the previously approved \$68,800 fee.
Task 2.0, Final Design Lump sum fee of \$202,400.
Task 3.0, Right of Way Hourly not-to-exceed fee of \$2,000.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1 and A-2. Additional work, if required, shall be compensated in accordance with the rate schedule.

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

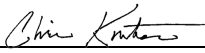
Short Elliott Hendrickson Inc.	City of New Prague
By: <u></u>	By: _____
Full Name: <u>Chris Knutson</u>	Full Name: _____
Title: <u>Client Service Manager</u>	Title: _____
	By: _____
	Full Name: _____
	Title: _____

Exhibit A-1
to Supplemental Letter Agreement
Between City of New Prague (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 3, 2024

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 but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

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.

Exhibit A-2
to Supplemental Letter Agreement
Between City of New Prague (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 3, 2024

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

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

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. 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 not included in the Lump Sum amount.