


Memorandum

To: Bill Gronseth, Superintendent
School Board Members

From: Dave Spooner 
Manger of Facilities

Date: September 26, 2018

Re: Northland Consulting Engineers LLP - Proposal for Design Services - PSS Track Replacement

Attached are two copies of an agreement with Northland Consulting Engineers LLP, to provide professional design services as indicated and defined in the attached proposal #18-0920, dated September 25th, 2018. This agreement is for preliminary site investigation, design options, design engineering services, and construction observation to replace the track at the Denfeld Public School Stadium as defined in the Districts 10 Year Capital Plan.

The fee for this work in based on a three phase approach as defined in the proposal. Task one is lump sum - \$16,395.00, task two is lump sum - \$38,000.00, and task three is estimated hourly - \$21,240.00. Total estimated fees are \$75,635.00.

Recommendation:

It is recommended that the Duluth School Board approve entering into an agreement with Northland Consulting Engineers LLP, to perform the work scope as defined in the attached proposal #18-0920, dated September 25th, 2018, with total estimated fees of \$75,635.00.

Enclosures

Civil Engineering Agreement

| | | | |
|---------------------------------|--|------------|--|
| Between: | Northland Consulting Engineers, LLP 102 S 21st Avenue West Duluth, MN 55806 | AND | Attn: David Spooner Independent School District 709 |
| Date: | September 25, 2018 | | |
| Project Name: | Public School Stadium Track Reconstruction | | |
| Project Location: | Duluth, MN | | |
| NCE Proposal # | 18-0920 | | |
| Project Description: | This proposal covers the Civil Engineering Services for the project. NCE will assist the owner with civil engineering and track design. This proposal is based on site visits with Dave Spooner and Everett Brasch with Beynon Sports. The preliminary engineering phase will be a key aspect of the project. Once an investigation of the underlying soils is performed NCE will provide options and recommendations for the new track section. In the design engineering phase NCE will provide construction documents for the option selected by the school district. The construction engineering phase will be hourly. NCE will provide construction inspection throughout construction and provide a record drawing to the district upon completion of the work. | | |
| Basic Scope of Services: | Civil Engineering: NCE shall provide the following Civil Engineering Services for this project: <ol style="list-style-type: none">1. Task 1 – Preliminary Engineering2. Task 2 – Design Engineering3. Task 3 – Construction Engineering <p>The Following are excluded from the project scope:</p> <ol style="list-style-type: none">1. Any services not listed above in the included scope2. Wetland Delineation & Permitting3. Landscape Design | | |
| Compensation: | NCE's proposed compensation is Lump Sum for Task 1 and Task 2. For Task 3, Construction Engineering Services, NCE's proposed compensation will be Hourly. These fees are based on the Project Description and Basic Services identified above and in the attached Design Fee Estimate Worksheet. If the understood project area, scope, program or complexity changes significantly, our fee may require adjustment. | | |
| | Task 1 – NCE Preliminary Engineering (Lump Sum): 16,395.00 | | |
| | Task 2 – NCE Design Engineering (Lump Sum): \$38,000.00 | | |
| | Task 3 – NCE Construction Engineering (Hourly): \$21,240.00 | | |
| | Total Engineering Fee: \$75,635.00 | | |
| Additional Services: | Any Additional Services beyond the Basic Services outlined above will be performed only upon your instruction and will be billed at the following hourly rates: <ul style="list-style-type: none">• Principal Professional Engineer - \$160.00• Professional Engineer - \$130.00 | | |

Reimbursable Expenses:

- Civil Technician / Designer - \$80.00
- Clerical / Office Manager - \$50.00

Reimbursable expenses are in addition to compensation for basic services and Additional Services and shall include: Mileage, reproduction

Other Terms:

Northland Consulting Engineers, L.L.P. (NCE) shall perform the services outlined in this agreement for the above stated fee arrangement.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and NCE may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Access To Site

Unless otherwise stated, NCE will have access to the site for activities necessary for the performance of the services. NCE will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Indemnification

The Client shall indemnify and hold harmless NCE and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except NCE) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and NCE, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, NCE's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of NCE's fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, the NCE's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the NCE for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents

All documents produced by the NCE under this agreement shall remain the property of the NCE and may not be used by the Client for any other endeavor without the consent of the NCE.

Dispute Resolution

Any claim or dispute between the Client and the NCE shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of the NCE.

We understand that this proposal including the terms and conditions will serve as our contract for this project.

Submitted By:

David Bolf, P.E.
Partner, Northland Consulting Engineers L.L.P.

**Authorization
By:**

Name, Title and Date:

NCE CIVIL DESIGN FEE ESTIMATE WORKSHEET

| | |
|------------------|---|
| Job No.: 18-0920 | Title: Public School Stadium Track Reconstruction |
| Date: 9/20/2018 | Client: David Spooner - Independent School District 709 |

| Activity | Estimated Hours | | | | | Extended Cost |
|--|-----------------|-----------|-----------|----------|----------|---------------------|
| | Principal | PE | Tech. | Clerical | Other | |
| TASK 1 - Preliminary Engineering Services | | | | | | |
| Project Meetings & Coordination | 2 | 4 | | | | \$ 840.00 |
| Provide (2) Preliminary Options | 2 | 4 | 16 | | | \$ 2,120.00 |
| Cost Estimating for Options | | 8 | | | | \$ 1,040.00 |
| Report Evaluating Options and Final Recommendation | | 8 | | | | \$ 1,040.00 |
| NCE Preliminary Engineering Subtotal: | 4 | 24 | 16 | 0 | 0 | \$ 5,040.00 |
| Sub-consultant Engineering Services | | | | | | |
| Storm Sewer Investigation - <i>Superior Construction</i> | Lump Sum | | | | | \$ 1,000.00 |
| Sub-surface Soils Investigation - <i>Braun Intertec</i> | Lump Sum | | | | | \$ 5,855.00 |
| Topographic Survey - <i>Alta Land Survey Company</i> | Lump Sum | | | | | \$ 4,500.00 |
| Sub-consultant Engineering Subtotal: | | | | | | \$ 11,355.00 |

| TASK 2 - Design Engineering Services | | | | | | |
|---|-----------|------------|------------|----------|----------|---------------------|
| Activity | Principal | PE | Tech. | Clerical | Other | Extended Cost |
| Project Meetings & Coordination | 4 | 4 | | | | \$ 1,160.00 |
| Develop Existing Conditions and Removals | 8 | 8 | 28 | | | \$ 4,560.00 |
| Site & Grading Plans | 16 | 24 | 72 | | | \$ 11,440.00 |
| Stormwater Pollution Prevention Plan | 12 | 24 | 28 | | | \$ 7,280.00 |
| Details & Typical Sections | 12 | 24 | 32 | | | \$ 7,600.00 |
| Specifications & Bidding Documents | 8 | 32 | | | | \$ 5,440.00 |
| Permit Preparations | | | | | | |
| NPDES Construction Stormwater Permit | | 2 | | | | \$ 260.00 |
| City of Duluth Erosion Control Permit | | 2 | | | | \$ 260.00 |
| Design Engineering Subtotal: | 60 | 120 | 160 | 0 | 0 | \$ 38,000.00 |

| TASK 3 - Construction Engineering Services (**This is an estimate only.**) | | | | | | |
|---|-----------|-----------|-----------|----------|----------|---------------------|
| Activity | Principal | PE | Tech. | Clerical | Other | Extended Cost |
| Bidding Assistance | 8 | 16 | | | | \$ 3,360.00 |
| Shop Drawing Review and Answer Construction Questions | 8 | 16 | | | | \$ 3,360.00 |
| Construction Inspection and Construction Meetings | 20 | 20 | 64 | | | \$ 10,920.00 |
| Record Drawing Preparation | 4 | 8 | 24 | | | \$ 3,600.00 |
| Construction Engineering Subtotal: | 40 | 60 | 88 | 0 | 0 | \$ 21,240.00 |

| NCE RATES/HOUR | |
|----------------|-----------|
| Principal | \$ 160.00 |
| PE | \$ 130.00 |
| Technician | \$ 80.00 |
| Clerical | \$ 50.00 |
| Other | \$ - |

| NCE REIMBURSABLE EXPENSES | QTY. | EXTENDED COST |
|-------------------------------------|--------|---------------|
| Mileage (per mile) | \$0.62 | \$0.00 |
| Bond Plan Copies (each) | \$3.00 | \$0.00 |
| Photocopies | \$0.15 | \$0.00 |
| Photographs (each) | \$3.00 | \$0.00 |
| TOTAL REIMBURSABLE EXPENSES: | | \$0.00 |

| | |
|-------------------------|---------------------|
| Task 1 Engineering Fee: | \$ 16,395.00 |
| Task 2 Engineering Fee: | \$ 38,000.00 |
| Task 3 Engineering Fee: | \$ 21,240.00 |
| Total NCE Fee: | \$ 75,635.00 |