



Building a Better World
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July 16, 2020

RE: Le Sueur County, MN
Justice Center Turn Lane Improvements
Construction Services Proposal
SEH No. LESUR 152301 10.03

Dave Tiegs
County Engineer
Le Sueur County Highway Department
88 S Park Avenue
Le Center, MN 56057-1644

Dear Dave:

Le Sueur County recently opened bids for the TH 99 Turn Lanes to be constructed on the east side of Le Center, providing access to the Justice Center. The project is now moving in to the construction phase. This proposal outlines our scope of services to be provided during construction, project team, and proposed fees.

SCOPE OF SERVICES

Construction services to be provided by SEH will include construction observation, administration, and staking. As the project includes partial funding by MnDOT as a cooperative agreement, testing and administrative requirements will need to be followed. A task hour budget is provided with additional information.

At this time, we are proposing full-time observation of the project for the purpose of this proposal. The contractor will be allowed to work during all hours of sunlight, which will likely include 12 hours days, Monday through Friday. With Substantial completion by October 2, 2020, we are estimating a maximum of 12 weeks of construction. The 12 weeks of construction represent a maximum amount of time the contractor could take while meeting contract requirements. There is a very high potential that construction observation will be reduced to part-time or regular "check-ins" during much of the contractor operations. We are estimating an average 50 hours per week for construction observation. Based on experience with similar projects, we do not expect needing to provide this level of observation throughout construction.

Materials testing is proposed to be provided by American Engineering and Testing (AET) and is not included as an SEH service. SEH will assist with coordination of testing and provide some more basic testing or collection of materials. We will engage AET to provide a proposal of services to Le Sueur County for approval, separate from this agreement. As a cooperative agreement, we recommend that testing services be provided by 3rd party. As AET is also providing testing on CSAH 22, they will regularly be in the area, providing a cost savings to the County on travel.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 11 Civic Center Plaza, Suite 200, Mankato, MN 56001-7710
SEH is 100% employee-owned | sehinc.com | 507.388.1989 | 877.316.7636 | 888.908.8166 fax

PROJECT TEAM

Project Management

Chris Knutson, project manager and designer for preparation of the bidding documents, will provide project management throughout construction. Chris will administer weekly construction meetings, conduct regular site visits, review pay applications, and assist with MnDOT submittals. Jeff Evens, SEH Construction Project Manager, will also assist with these activities.

Construction Observation (RPR)

The proximity to CSAH 22 improvements currently under construction will allow SEH to share staff between the two projects. We are proposing to have the lead observation provided by Jim Azure, an RPR with over 25 years of experience. When activities on the TH 99 project are slow and not requiring full time or all day observation, Jim will be able to assist on the CSAH 22 project instead. Doug Maeder and Jeff Evens, who are also working on the CSAH 22 project, will provide additional support as necessary.

Construction Staking

Construction staking will primarily be provided by SEH surveyors out of the Rochester office. These surveyors are also working on CSAH 22 project and will be in the area regularly.

PROPOSED FEE

SEH proposed to provide the professional services described in this proposal on an hourly basis in accordance with our customary standard hourly rates at an hourly, not-to-exceed fee of **\$106,690**.

As noted above, it is expected that construction observation will be scaled back during the project and that the entire fee as estimated above will not be required.

If these proposed services are acceptable to you, please sign two copies of the enclosed Supplemental Letter Agreement (SLA), keep one copy for your file, and return one copy to our office.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Chris Knutson, PE
Project Manager
(Lic. MN)

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Enclosures

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TH 99 Turn Lanes Construction Services Task Hour Budget

Client: Le Sueur County, Mn

	Project Manager	Lead RPR	Survey Crew Chief / LS	Two-Person Survey Crew	Administration Support	TOTAL
Work Tasks						
1.1 PROJECT MANAGEMENT						
Contract Administration (4 hrs./wk).	56				4	60
Stakeholder Communication and Utility Coordination (1 hrs./wk).	14					14
Prepare for and attend project weekly meetings (2 hrs./wk).	28					28
Plan and specification review, project preparation and pre-construction conference.	4	4				8
Project close out- - Includes final documentation, Contractor Coordination, compilation of all required files and submit to County, final payment and required supporting documentation.	16	16			4	36
Subtotal Project Management Hours:	118	20	0	0	8	146
1.2 CONSTRUCTION OBSERVATION						
Full time oversight of all construction including removals, grading, storm sewer, structures, paving, signing, pavement markings, erosion control, turf establishment, etc. This includes quantities, daily diaries, reports, documentation, and coordination of required material testing (60 hrs/wk).	14	600				614
Part time observation, project closeout and punch list items	8	50				
Subtotal Construction Inspection Hours:	22	650	0	0	0	614
1.3 CONSTRUCTION SURVEYING						
Survey coordination and office computations.			8			8
Construction staking.				60		60
As-Built survey and review.		4	4	4		12
Subtotal Construction Surveying Hours:	0	4	12	64	0	80
TOTAL HOURS	140	674	12	64	8	840
REIMBURSABLE EXPENSES						
Mileage / Equipment						\$3,990.00
						\$106,690.00

Assumptions :

- 12 weeks of full time observation (50 hrs per week) and 2 weeks of part time observation (25 hours)
- Construction staking to include right of way, culverts, ditch profiles, and width transitions. Contractor to work off of existing roadway for most grading.
- Materials Testing by others. SEH to assist with coordination.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between Le Sueur County, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 11, 2005, this Supplemental Letter Agreement dated July 16, 2020, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Justice Center Turn Lane Improvements – Construction Services.

Client's Authorized Representative: Dave Tiegs
Address: 88 South Park Avenue
Le Center, MN 56057-1644
Telephone: 507.357.2251 **email:** dtiegs@co.le-sueur.mn.us

Project Manager: Chris Knutson
Address: 11 Civic Center Plaza, Suite 200
Mankato, MN 56001-7710
Telephone: 507.237.8383 **email:** cknutson@sehinc.com

Scope: The Basic Services to be provided by Consultant:

Construction Services for the TH 99 Turn Lane Project as indicated in the attached letter proposal and Task Hour Budget dated July 16, 2020.

The proposed fee for construction services will be added to the existing contract for Final Design services as an additional task.

Resident Project Representative Services

RPR services will be provided in accordance with attached Exhibit B.

Schedule: Schedule will coincide with construction activities.

Payment:

The estimated fee is subject to a not-to-exceed amount of \$106,690 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

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.

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Short Elliott Hendrickson Inc.

Le Sueur County, Minnesota

By: 

Christopher M. Cavett
Title: Client Service Manager

By: _____
Title: _____

Exhibit A-1
to Supplemental Letter Agreement
Between Le Sueur County, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated July 16, 2020

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.

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Exhibit B
to Supplemental Letter Agreement
Between Le Sueur County, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated July 16, 2020

**A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
 7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 12. Completion:
 - (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

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