



AMENDMENT NO. 1

September 16, 2014

EJCDC E500 2014 AGREEMENT BETWEEN OWNER AND ENGINEER where the basis of payment is a Stipulated Sum

OWNER: CITY OF MINOT
 515 SECOND AVENUE SW
 MINOT, ND 58701

ARCHITECT: ENGINEERS-ARCHITECTS, P.C. (herein known as EAPC Architects Engineers)
 300 THIRD AVENUE SW, SUITE A
 MINOT, ND 58701

This document amends and becomes part of the above referenced Contract. The Contract is amended to include the following documents:

ARTICLE 2 OWNER’S RESPONSIBILITIES

Paragraph C2.01:

Delete A1, dated May 2014. Replace with C2.01 A1 as follows. Delete section C2.01 A4 and replace with the following:

Appendix 2 to Exhibit C.

Delete the Ten percent (10%) markup, invoiced amounts shall be at cost with no mark-up.

ARTICLE 13 SCOPE OF THE AGREEMENT:

Add the following Attachments:

1. CDBG Program Requirements – Exhibit B to Agreement between City of Minot, and Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) Professional Services
2. General Conditions for Non-Construction Contracts (Adapted from HUD-5370C)
3. City of Minot – Federal Grant Program Procurement Policy

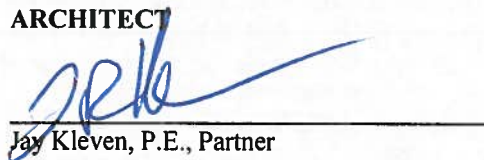
This Agreement entered into as of the day and year first written above.

OWNER



 Chuck Barney, City of Minot, Mayor

ARCHITECT



 Jay Kleven, P.E., Partner



PLAN HOLDERS LIST
Cook's Court
Site Improvements and Foundation Remediation
Minot, North Dakota
EAPC Project 20143150

BID DATE: July 29, 2014
BID TIME: 11:00 AM CDST

PLAN HOLDER	CONTACT PERSON	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	EMAIL
City of Minot	Lance Meyer	1025 31st Street SE	Minot	ND	58701	701-857-4100		brian2.smith@minotstateu.edu
EAPC - Minot Office	Teri	300 Third Avenue SW Suite A	Minot	ND	58701	701-839-4547	701-839-4545	tfoley@eapc.net
City of Minot	Mitch Flanagan	1025 31st Street SE	Minot	ND	58701	701-857-4100		
BUILDERS EXCHANGES								
QuestCDN #3347189		P.O. Box 412	Spring Park	MN	55384-0412	952-233-1632		mlaxen@questcdn.com
Minot Builders Exchange	Jean	2424 Burdick Expressway East	Minot	ND	58701	701-838-5353		
GENERAL CONTRACTOR								
Excavating Inc.	Jeff Mitchell	5820 Hwy 2 East	Minot	ND	58701	701-839-1817	701-852-4275	jeffmitchell@excavatinginc.com
Crow River Construction	Kraig Hanson	21 1st Ave SW	New London	MN	56273	320-354-5554	320-354-4810	Crowriverconstruction@gmail.com
Keller Paving & Landscaping Inc.	Justin Thurn	1820 Highway 2 Bypass East	Minot	ND	58701	701-852-5030		kellerpaving@minot.com
Burski Excavating, Inc.	Ron	PO Box 130	Rice	MN	56367	320-393-4160	320-393-4940	brenda@burski.net
Wagner Construction	Lexi Brewinski	3151 Hwy 53	Intern. Falls	MN	56649	218-283-3700	218-283-1043	lexi@wagnerconstructioninc.com
Kemper Construction	George Kemper	PO Box 8, 320 7th St NE	Minot	ND	58702-0008	701-838-1733	701-839-5533	kemperconstruct@srt.com
MECHANICAL CONTRACTOR								

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 5/02/2014.

Payments to Engineer for Services and Reimbursable Expenses

COMPENSATION PACKET BC-3: Basic Services – Percentage of Construction Cost as Limit

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Percentage of Construction Cost Method of Payment, Actual hours worked times engineer’s hourly rates not to exceed \$101,925.00.*

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. General: An amount not to exceed \$87,425.00 Engineering, \$4,500.00 for legal surveying, \$10,000 for testing, attach sliding scale percent of the Construction Cost.
This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any except replatting or independent testing. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses). The Engineer will invoice for actual hours worked using included 2014 hourly rate schedule.
 2. As a basis for establishing the limits of payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

Exhibit C – Compensation Packet RPR-3: Resident Project Representative Basic Services –
Percentage of Construction Cost Method of Payment.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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3. ~~Reimbursable Expenses: In addition to the Percentage of Construction Cost,~~ Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): plan printing costs, additional geotechnical engineering if required.

4. *Progress Payments:*

a. The portion of the amounts billed for Engineer's services;

~~that is on account of the Percentage of Construction Cost~~ will be based upon Engineer's actual time estimate ~~of the percentage of the total services actually completed~~ during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period. The actual total payment of services for design and construction engineering reimbursable expenses, and construction surveying shall not exceed fees identified for each phase of work.

- i. Study and report phase \$8,742.50
- ii. Preliminary Design Phase \$13,113.75
- iii. Final Design Phase \$21,856.25
- iv. Bidding Phase \$4,371.25
- v. Construction Phase \$34,970.0
- vi. Final Records \$4,371.25
Sub-total \$87,425.00
- vii. Legal Survey \$4,500.00
- viii. Construction Testing \$10,000.00

~~b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:~~

5. Tasks associated with C2.01 4.a. vii legal survey include;

- a. Land Survey done by Professional Land Surveyor (PLS).
- b. Plat and legal description done by PLS and submitted to the City for review.
- c. City will take this information and send it through the planning and council process.
- d. PLS will need to print the final plat on mylar and sign the plat as will the City, EAPC will record the plat and C2.01 4.a.vii include construction soil testing and testing of materials .

This is **Appendix 2** to **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 5/02/2014.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Hourly Rate Structure – FY2014

Architectural/Engineering Services

▪ <u>Principal Architect/Engineer</u> -----	\$ 140.00 per hour
▪ <u>Associate Architect/Engineer</u> -----	\$ 130.00 per hour
▪ <u>Senior Architect/Engineer/Designer</u> -----	\$ 125.00 per hour
▪ <u>Architect/Engineer/Designer</u> -----	\$ 118.00 per hour
▪ <u>Architect/Engineer/Designer Intern I</u> -----	\$ 108.00 per hour
▪ <u>Architect/Engineer/Designer Intern II</u> -----	\$ 100.00 per hour
▪ <u>Architect/Engineer Technician Level I</u> -----	\$ 92.00 per hour
▪ <u>Architect/Engineer Technician Level II</u> -----	\$ 88.00 per hour
▪ <u>CADD Technician Level I</u> -----	\$ 78.00 per hour
▪ <u>CADD Technician Level II</u> -----	\$ 72.00 per hour

Construction Services

▪ <u>Associate Construction Specialist</u> -----	\$ 118.00 per hour
▪ <u>Construction Specialist Level I</u> -----	\$ 100.00 per hour
▪ <u>Construction Specialist Level II</u> -----	\$ 92.00 per hour
▪ <u>Construction Technician Level I</u> -----	\$ 85.00 per hour
▪ <u>Construction Technician Level II</u> -----	\$ 75.00 per hour

Office Support Services

▪ <u>Secretarial Level I</u> -----	\$ 62.00 per hour
▪ <u>Secretarial Level II</u> -----	\$ 56.00 per hour
▪ <u>Office Assistant</u> -----	\$ 46.00 per hour

Mileage-----\$ 0.51 per mile

Direct costs such as long distance telephone calls; printing; duplicating; outside services; and related items are charged to the Project as they occur strictly for the project. All rates are effective through December 31, 2014.

Exhibit D - Resident Project Representative.

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