1981 , 19.

## AGREEMENT FOR ENGINEERING SERVICES

this AGREEMENT, made this // day of Sentender, 1981, by and between the City of Minneapolis, a Minnesota municipal corporation in Hennepin County, Minnesota, hereinafter called "City" and Carl Walker Associates, Inc., a Minnesota corporation, being referred to herein as "Engineer".

#### WITNESSETH:

In consideration of the covenants and agreements contained herein, it is agreed by the parties as follows:

#### ARTICLE I - PROJECT

- 1.01. Project The construction of a public parking facility to be located within the boundaries of the proposed site described in Exhibit "A" attached hereto.
- 1.02. Project Scope The City has received an Urban Development Action Grant to construct a 600 space parking facility in conjunction with the development of a 254 room hotel, restaurant and 250 units of housing. The Engineer shall prepare schematic design plans for the ramp to function efficiently with these adjacent land uses. The ramp shall the design plans for the ramp to function efficiently with these adjacent land uses. The ramp shall the design plans for the ramp to function efficiently with these adjacent land uses. be designed to allow for phased construction enabling parking to occur in the first phase while the second phase is being constructed. This design effort includes the preparation of schematic plans only.

The City's design objectives include the project concerns set forth in Section 3.01 hereof and the Ramp design criteria set forth in Section 3.02 hereof.

## ARTICLE II - SCOPE OF SERVICES

Engineer shall perform and provide the professional architectural and engineering services for the Project ascribed herein and in accordance with the terms and conditions contained herein. The services shall include, but without limitation, the following Basic Services.

#### BASIC SERVICES

## Schematic Design Phase

- 2.02. Engineer shall consult with the City to ascertain the requirements of the Project and shall review the understanding of such requirements with the City.
- 2.03. Engineer shall initially develop a written program for the Project and submit the same to the City for approval before starting the preliminary drawings. The program shall relate to schematic phase of the engineering services provided herein and shall indicate a completion time for schematic design.
- 2.04. The City shall provide Engineer with a certified land survey of the proposed site, giving data and information concerning grades, existing buildings and improvements, location and size of utilities and land contours to the extent available to the City.
- 2.05. The Engineer shall assist the City in determining the scope of the Project and locating the Project within the prospective site.
- 2.06. The Engineer will prepare schematic plans of such ramp design concepts as requested by the City. Such schematic plans shall illustrate the scale and relationship of ramp components. The Engineer shall submit to the City a statement of probable construction costs for each such separate ramp design concept. The Engineer shall review with the City the concept alternatives of the Project and make recommendations with respect to such alternatives.

2.07. Based upon the solutions and design concept determined by the City Representative to be in accordance with the requirements of the City, the Engineer shall prepare, for approval by the City, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project Components.

The Engineer shall submit to the City a Statement of Probable Construction Cost based on current area, volume or other unit costs.

- 2.08. The Engineer shall cooperate fully with the City and with representatives designated by it. The Engineer shall provide and be available for consultation during schematic phase as requested by the City and shall attend conferences and meetings as requested by the City, take minutes and furnish copies thereof to the City.
- 2.09. The Engineer will determine the extent of any soil tests, soil borings, and laboratory testing, required for the work, recommend a suitable contract for such boring or tests of materials, structural systems, or equipment, and with approval of the City, make any necessary arrangement for the selection of samples and the actual testing; and will recommend approval or disapproval by the City of samples, certificates and test reports. The cost of all such tests shall be paid by the City.

## ARTICLE III - PROJECT CRITERIA

3.01. The Engineer shall give careful consideration to the following concerns of the City related to the Project and shall deal with these concerns in preparing the plans and Specifications:

- a. Vehicle traffic flow within the parking ramp and on adjoining streets to provide efficient traffic movement and minimize congestion.
- b. Pedestrian traffic in the ramp and on adjacent sidewalks to provide minimal conflict with vehicle traffic and ease of access to and from the ramp.
- c. Pedestrian safety, both from the standpoint of vehicle traffic and molestation.
- Vehicle safety from the standpoint of vandalism, water and salt damage, and collision damage.
- e. Ease of daily operations and maintenance including cleaning and snow removal.
- Feasibility of connections to adjacent properties including the hotel and Grandma's Restaurant.
- g. The appearance of the structure both as an individual building and as it relates to other buildings in the area.
- h. Coordination of the design of the ramp as it relates to the housing, hotel and restaurant projects.
- i. The height of the ramp as it relates to the housing project.
- j. Phasing of the ramp construction enabling interim parking in the ramp for the area while the hotel and housing project are under construction coincident with the ramp construction.
- k. Design of the ramp ingress and egress as it relates to the proposed geometric design changes of the seven corners intersection.

- 3.02. The Project shall be designed based on the following ramp design criteria:
- a. The City assumes compact cars account for 40-45% of the total number of cars. Compact stalls shall be designated in miscellaneous odd size spaces. (Allow 15' long x 7 1/2' wide.) 600 spaces are to be provided.
- b. The designed clear height for the ramp will be for normal passenger cars and pickup trucks. (7' minimum clear height.)
- c. A slope of 5% is acceptable in the parking areas.
- d. Stall width shall be 9' for transient parking but may be slightly less for contract parking. Stalls for handicapped shall be provided.
- The Uniform Building Code and the Minneapolis Zoning Code shall be complied with.
- f. The parking facility shall have the necessary automatic parking equipment as designated by the City. This may include the use of micro-computer technology. Research of automatic parking equipment to interface with other parking facilities is not included in the basic compensation.
- g. Various structrual systems shall be studied, including pre-cast concrete, poured-in place post tension slab, and steel frame-post tension slab. No flat floor designs will be considered, without positive drainage. Any system or combination of systems which is economically feasible should be reviewed.

## ARTICLE IV - PROJECT COORDINATION AND MANAGEMENT

- 4.01. The services to be performed hereunder by Engineer shall be coordinated with David Koski, Director of Traffic Engineering, who is designated City Representative for the Administration of the Agreement. All work of and submission by Engineer shall be subject to the approval by the City Representative.
- 4.02. There shall be a continuity of service by designated and qualified members of the firm. In the event of any change in the supervising personnel, notification shall first be made to the City, and its prior approval obtained.

#### ARTICLE V - RESPONSIBILITY

5.01. Nothing in this agreement, notwithstanding any of the terms and conditions thereof, shall be construed to relieve the Engineer of any duty or responsibility with respect to professional knowledge, skill, or work performance, that he would otherwise have in accordance with law.

# ARTICLE VI - PERSONNEL

6.01. All personnel engaged in performing the services of Engineer hereunder shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

- 6.02. Engineer is engaged only for the purpose and to the extent provided in this agreement, and the relationship of Engineer to the City during the term of this Agreement shall be of an independent contractor in accordance with its own methods, the terms of this Agreement, and applicable laws and regulations.
- 6.03. Any and all employees of Engineer or other persons while engaged in the performance of any work or services required of Engineer under this Agreement, shall be considered employees of Engineer only and not of the City; and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota or any other state on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Engineer.
- 6.04. The provisions of Minnesota Statutes Section 181.59 and Chapter 139 of the Minneapolis Code of Ordinances, which relates to civil rights and discrimination, shall be considered a part of this Agreement as if fully set forth herein.
- 6.05. Engineer shall not assign, sublet or transfer its interests, functions or responsibilities or benefits arising under this Agreement in whole or in part without the prior written approval of the City.

# ARTICLE VII - OWNERSHIP OF DATA

7.01. All drawings, maps, data, estimates, plans, specifications and other material developed by Engineer under this Agreement shall be and remain the property of the City. Engineer may retain and use copies thereof. If the services of Engineer shall be terminated, canceled or abandoned, Engineer shall deliver to the City all drawings, specifications and other data completed or partially completed, which shall become the property of the City.

# ARTICLE VIII - COMPENSATION AND PAYMENT

- $8.01.\,$  Engineer shall be paid by the City for the performance of its services rendered under the provisions of this Agreement in the manner and at the time herein specified.
- 8.02. The Engineer's fee for all services to be performed as part of this Agreement including services of all consultants, shall be \$20,000.00. This fee is based on a Project consisting of an 600 space parking facility.
- 8.03. Upon completion of the Schematic Phase, the decision as to the Scope of the Project will be made by the City. If the City determines to build a parking ramp, then the parties shall negotiate and agree by amendment to this Agreement upon an equitable adjustment of the Engineer's fee, and the Engineer shall be under no obligation to perform any further services hereunder, other than the Schematic Phase Work, unless the amount of the fee has been adjusted.
- 8.04. Notwithstanding any other provision or section of the Agreement to the contrary, the fee to be paid to the Engineer for all servcies to be performed as part of the Schematic Phase Work shall be \$20,000.00.
- 8.05. Payments to the Engineer shall be made monthly in proportion to services performed. Engineer shall prepare and submit to the City for approval by the City representative an invoice covering the services performed.
- 8.06. If the Project is suspended for more than three months or abandoned in whole or in part, the Engineer shall be paid his compensation for services performed prior to receipt of written notice from the City of such suspension or abandonment and any reimbursable expenses then due.

#### ARTICLE IX - INTEREST

- 9.01. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer to solicit or secure this Agreement; and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for Engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 9.02. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the site or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of its services hereunder; and that it has not employed, and will not employ, in connection with work to be performed hereunder, any person having any such interest during the term of this agreement, either directly or indirectly.
- 9.03. Engineer warrants that no member, officer or employee of the City during his tenure or for one year thereafter, shall have any personal interest, direct or indirect, in this agreement or the proceeds thereof.
- 9.04. For breach or violation of the warranties under this section, the City shall have the right to annul this Agreement without liability.

## ARTICLE X - TIME OF PERFORMANCE

10.01. The time of performance required of the Engineer at any state of commencement, completion, or proceeding with any aspect of his work, may be extended or postponed for any period of time during which the Engineer was prevented from carrying out such work in accordance with the contract documents on account of time consumed by the City in accomplishing decisions, legal or administrative procedures, or communications from the City to the Engineer which are prerequisite to the carrying forward of the work. Determinations for the allowance of such time extensions will be made, in the first instance, by the City Representative.

## ARTICLE XI - TERMINATION

- 11.01. The City may terminate this Agreement and the services of Engineer to be performed hereunder, without cause, at any time upon ten days written notice to the Engineer In the event of termination, which is not on account of the fault of the Engineer he shall be paid his compensation for services performed to the termination date.
- 11.02. Engineer may terminate this Agreement upon ten days written notice to City should the City fail substantially to perform in accordance with its terms through no fault of the Engineer.

#### ARTICLE XII - NOTICES

12.01. All notices and other communications hereunder shall be sufficiently given, and shall be deemed given when mailed by first class mail, postage prepaid, with proper address as indicated below. The City and Engineer may, by written notice given to the other, designate any other address:

To Engineer

Carl Walker Associates, Inc. 6100 Golden Valley Road Minneapolis, Minnesota 55422

To the City:

David R. Koski Director of Traffic Engineering City of Minneapolis 211 City Hall Minneapolis, Minnesota 55415 IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf respectively by their proper officers thereunto duly authorized, the day and year first above written.

CITY OF MINNEAPOLIS

By:

Mayor

Attest:

City Comptroller-Treasurer

CARL WALKER ASSOCIATES, INC.

By:

| William Clum
| Its: Jr. Vice | Inc.

And | Its | Its | Its | Its | Its |

Legality:

Assistant City Attorney