

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 2, 2018 (“Effective Date”) between

City of Devils Lake; 423 6th St NE; PO Box 1048; Devils Lake, ND 58301; a Municipal Corporation (“Owner”)

and

Kadrmass, Lee & Jackson, Inc., 4585 Coleman Street, Bismarck, ND 58503 (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Project No. SU-3-982(034), PCN 22147 – Concrete Pavement Repair (CPR), Lighting, Bulb outs, ADA Ramps, Sidewalk, Mill & Overlay, Marking, Storm Drain, Landscaping and Incidentals (“Project”).

Engineer’s Services under this Agreement are generally identified as follows:

Preliminary & Design Engineering Services for Improvements in the Downtown District from Railroad Avenue to 6th St NE and 6th Ave NE.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 ~~and 7.02~~.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: Preliminary & Design Engineering - April 6, 2018.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding N/A months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would

otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- ~~F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.~~
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to

identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Direct Labor Costs Times Factor, Plus Reimbursables*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. An amount equal to Engineer's Direct Labor Costs times a factor of 2.7298 for services of Engineer's employees engaged on the Project (billing rate), plus Engineer's Direct Labor Costs times a factor of 0.0109 (cost of facilities), plus a fixed fee of 15% (calculated on the total of the billing rate), plus reimbursable expenses, and Engineer's consultants' charges, if any.
 - 2. The total compensation for services and reimbursable expenses is estimated to be a maximum of \$350,000.00.

~~7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.~~

8.02 *KLJ Additions to EJCDC E-520*

The Owner and Engineer each agree to assume its own liability for claims of any nature including all costs, expenses and reasonable attorney's fees, which may in any manner result from or arise out of this agreement. Neither the Owner nor the Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

In the event of a dispute arising out of or relating to the agreement or the services to be rendered hereunder, both parties hereby agree to (1) attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party, (2) if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by both parties, and (3) if the dispute or any issues remain unresolved after the first two steps, either party may seek to have the dispute resolved by a court of competent jurisdiction. in the District Court of Ramsey County, North Dakota.

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents. Each Party may change its designated individual(s) at any time by written notice to the other Party.

Affirmative Action: This Engineer and sub-contractor or sub-consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Devils Lake

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: _____

By: _____

By: Richard Johnson

By: Mark Anderson

Title: President, City Commission

Title: Vice President

Date Signed: _____

Date Signed: _____

Witnessed By: _____

Witnessed By: _____

Witnessed By: Linda Lybeck

Witnessed By: Paul Bjornson

Title: Auditor

Title: Project Manager

Address for giving notices:

Address for giving notices:

PO Box 1077

Devils Lake, ND 58301

Designated Representative:

Designated Representative:

Attn: Mike Grafsgaard

Attn: Paul Bjornson

Title: City Engineer

Title: Project Manager

Phone Number: 701.662.7600 x2

Phone Number: 701.662.1960

E-Mail Address: mikeg@dvlnd.com

E-Mail Address: paul.bjornson@kljeng.com



Exhibit A
January 2, 2018

KADRMAS, LEE & JACKSON, INC.
SCOPE OF SERVICES

SU-3-982(034), PCN 22147

Downtown District from Railroad Avenue to 6th St NE and to 6th Ave NE
Concrete Pavement Repair (CPR), Lighting, Bulb outs, ADA Ramps, Sidewalk, Mill &
Overlay, Marking, Storm Drain, Landscaping and Incidentals

PURPOSE

The purpose of this exhibit is to describe the scope of work and responsibilities required to complete Preliminary and Design Engineering services for the proposed project. KLJ will provide Project Management, Supplemental Survey, Environmental and Design Engineering work for the proposed project.

Construction engineering services are not included with this scope of services and can be added as a supplement at a later date if necessary.

Kadmas, Lee & Jackson (KLJ) will be the prime consultant and will perform all services on this phase.

The following scope of services is based upon the assumption that the proposed project would have no significant impacts and Federal Highway Administration (FHWA) approval of a Categorical Exclusion (CATEX). If NDDOT or FHWA determines that an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is required, the additional work may be added by supplement to this agreement.

The limits of the project include the Downtown District from Railroad Avenue to 6th Street NE and to 6th Ave NE. Anticipated improvements for the project include concrete pavement repair, lighting, curb bulb-outs, ADA ramps, sidewalk, mill and overlay, pavement marking, storm drain inlet adjustments, decorative lighting, curb & gutter, landscaping and incidentals.

PRELIMINARY ENGINEERING

2.1. PROJECT MANAGEMENT & COORDINATION

Management & Coordination

KLJ will manage the project and provide overall coordination of the work completed by the project teams. This work will consist of managing work assignments, internal team meetings, client coordination, project budget and schedule.

Progress Reports (Bi-weekly updates)

KLJ will submit a bi-weekly status report via email which will summarize the work performed in the current period, upcoming activities in the next period, summary of project decisions and potential out

NATIONAL PERSPECTIVE
REGIONAL EXPERTISE
TRUSTED ADVISOR



of scope work activities. The reports will include percent complete for key project activities. The status report will also identify any milestone activity that is not completed or anticipated not to be completed on time. The report will include the reasons why any milestone date was missed and what actions will be taken to get the project back on schedule.

2.2. PRELIMINARY ENGINEERING

Field Survey

The City of Devils Lake (City) will provide KLJ with complete field surveys for items needed for the project such as topography, utility locations and right-of-way by January 22, 2018. KLJ will contact the City if additional information is required. If the City can not provide the required information in a timely manner, KLJ will supplement this effort (up to four two-man crew days) if needed. KLJ will download the survey information for use in the environmental documentation and design phases of the project.

Preliminary Build Alternative

KLJ will prepare one preliminary build alternative, which will include typical sections and construction limits.

Opinions of Cost

KLJ will prepare preliminary Opinions of Cost in present dollars. No Right of Way or Utility Relocations will be included.

Utility Coordination

The City of Devils Lake is to provide utility locations in the survey data provided to KLJ. No utility relocations will be included. If needed, KLJ will work with the utility companies to inventory and develop any relocation or replacement plans for existing utility facilities through a supplemental agreement.

2.3. PUBLIC INVOLVEMENT

Mailing List

KLJ will identify and compile a mailing list of affected, potentially affected, or interested parties, as well as governmental agencies, elected and appointed officials who will be solicited for input regarding the project.

Solicitation of Views

KLJ will prepare and distribute, upon review and approval, a solicitation of views package to affected, potentially affected, or interested parties, as well as governmental agencies with a possible interest in the project's planning. The letter will be used as a means of scoping issues and to obtain information about permits, licenses, or other agency requirements needed to construct the project.

City Commission Meetings (2)

KLJ will attend up to two City Commission Meetings throughout project development to discuss proposed improvement alternatives.



Streetscape Committee Meetings (3)

KLJ will attend up to three Streetscape Committee Meetings at appropriate times in the project development to discuss proposed improvement alternatives.

Direct Mail & Public Input Meeting

The City of Devils Lake and Devils Lake Chamber of Commerce have notified interested parties of the project by mail and other methods and have held one public meeting.

If needed, KLJ will prepare for and conduct a Public Input Meeting. The purpose of the Public Input Meeting is to present to the public the results of the design to date and obtain comments on the preferred alternative. The Public Input Meeting will be held after the analysis of alternatives has been completed. The format for the meeting will be an open house format. Preparation for the meeting will include any or all of the following: a PowerPoint presentation, visual displays, public handouts, exhibits, and plan drawings. Input from the meeting will be incorporated into the project. Hours for KLJ to coordinate this effort are included, but timing may impact the project schedule.

News Media

If required, Notice of the Public Input Meeting will be advertised in the area newspaper approximately fifteen (15) days prior to each meeting. A press release will be issued approximately seven (7) days prior to each meeting.

2.4. ENVIRONMENTAL DOCUMENT

Purpose & Need

KLJ will develop a purpose and need statement for the project consistent with FHWA and NDDOT guidance. The purpose and need statement will clearly and concisely articulate the reasons why the project is needed and what the project is intended to accomplish.

Alternative Analysis

Based on information provided in the Preliminary Engineering Phase, KLJ will develop and evaluate the preferred project alternative. It is anticipated that one alternative excluding a no build alternative will be carried forward into the environmental document.

Impacts

KLJ will identify reasonably foreseeable direct, indirect, and cumulative environmental impacts expected to result from the proposed project alternative. Potential impacts will be discussed following the description of the affected environment.

Avoidance/Minimization/Mitigation

Measures to avoid or minimize environmental impacts will be developed and documented as part of this study. Unavoidable impacts that require mitigation will also be identified. When appropriate, mitigation measures will be documented.

Draft Programmatic CATEX

KLJ will prepare and submit electronically the Draft Programmatic CATEX for review to the City and NDDOT. KLJ will also submit an electronic version in PDF format to the NDDOT Local Government Division. The document will be a compilation and summary of the work completed in the preliminary



engineering phase. Reports from the project meetings, environmental documentation, survey, roadway design and cost estimation will be referenced in the document.

Revisions to the Draft Programmatic CATEX

Comments received from the City and NDDOT on the Draft Programmatic CATEX will be individually addressed. Any revisions resulting from the comment will be summarized.

Final Programmatic CATEX

Input and comments from review of the draft will be incorporated into the Final Programmatic CATEX. KLJ will submit one original hard copy of the Programmatic CATEX to the City of Devils Lake. KLJ will submit one original hard copy and electronic version of the Documented CATEX to NDDOT.

Deliverables provided by KLJ

- Draft Programmatic CATEX
- Final Programmatic CATEX

DESIGN ENGINEERING

3.1. CONCRETE PAVEMENT REPAIRS

Concrete Pavement Repairs

The City has provided locations of areas in the existing concrete pavement needing repairs. KLJ will include these areas in the plans and include notes that will allow adjustment/addition of areas, if needed in the field. Concrete to be removed and replaced with concrete of the same thickness. No pavement evaluation or pavement design is included.

Concrete Joint Cleaning & Sealing

Concrete joint cleaning and sealing will be included in the plans.

3.2. CONCRETE PAVEMENT GRINDING

Concrete Pavement Grinding

The City has indicated an interest in diamond grinding a surface texture into the existing concrete pavement to remove surface defects and improve skid resistance. KLJ will explore limited options, providing alternatives that do not significantly reduce the existing pavement thickness and include a preferred option the City selects in the plans.

3.3. LIGHTING

Lighting Design

The City has provided as-constructed drawings of the existing lights. The ornamental lights now have LED bulbs that have been more recently installed. KLJ will develop plan sheets showing permanent lighting required to refurbish/replace existing ornamental and architectural lighting along the project corridors. The City is researching options with suppliers. Lighting design shall meet NDDOT and

AASHTO lighting requirements and standards. Existing foundations, conduit, and conductors will be utilized where possible. Capacity of the existing wiring will be verified if it is reused.

Banners and/or Hanging Baskets

If desired by the City and Streetscape Steering Committee, new banners, flags or hanging baskets may be included in the project. Appropriate light poles and brackets will be selected that can handle all loading requirements. If existing lights poles are used, they will be reviewed to ensure they meet any anticipated loading requirements.

3.4. CURB EXTENSIONS (BULB-OUTS)

Bulb-Outs

Existing Bulb-Outs will be removed and replaced with expanded features in several areas. Through input from the Streetscape Steering Committee, design alternatives will be selected for each location and included in the design.

3.5. STORM SEWER

Storm Sewer Inlet Adjustments

The City has provided as-constructed drawings of the existing storm sewer. The storm sewer is not assumed to be in need of replacement. Inlets will be salvaged where possible and will be replaced or adjusted to match grades at the new bulbout and concrete pavement replacement locations.

3.6. ADA CURB RAMPS & SIDEWALKS

ADA Ramps

Truncated domes will be placed at the ADA Ramp and crosswalk locations. Slopes will be verified and adjusted as required. Slopes will be designed within the new bulb outs to meet ADA requirements. KLJ will work with the City to minimize any ADA exceptions required by site conditions.

Sidewalks

Where sidewalks will be replaced, they will be designed to match existing grades of the adjacent building thresholds, and to meet slope requirements ~~not exceeding 2% cross slope per~~ accessibility standards. Where sidewalks are to be repaired, existing grades will be matched.

3.7. HBP MILL AND OVERLAY

HBP Mill and Overlay

Existing hot bituminous pavement areas will be identified for Mill and Overlay.

3.8. CURB & GUTTER

Curb & Gutter - New

Where bulb outs are to be replaced, a separate curb and gutter will be designed to ease future replacement. Adjacent sidewalks will be supported/tied to the curb.

Curb Repair (Mortar)

Existing monolithic curb not designated for removal will be patched where needed.

3.9. PAVEMENT MARKINGS

Pavement Markings

Grooved preformed pavement markings and messages will be designed to meet MUTCD requirements. The City has indicated that centerline markings removed may not be replaced in all areas.

3.10. STREETScape COMPONENTS

Site Furnishings

The design may include up to three option packages for trash receptacles, benches, precast planters, kiosks, interpretive signs, and public art locations.

Parking Lot Landscape Buffer

If the owner's budget allows, KLJ will explore options in adjacent City-owned parking areas.

Street Trees

Tree options will be provided to the City and Streetscape Steering Committee. Options provided will take maintenance of adjacent sidewalks and underground infrastructure into account.

Flagpoles with Flags

There are four existing flagpoles at the intersection of 4th St NE and 4th Ave NE. New poles and flags may be incorporated into the project if desired by the City and Streetscape Steering Committee.

Irrigation

If practical with existing infrastructure, provisions for irrigation of plant materials will be incorporated into the plans.

3.11. TRAFFIC SIGNAL DESIGN

Traffic Signal Analysis

If required, KLJ will collect 12 hour turning movement counts at the following intersections:

- 6th St NE and 4th Ave NE (Existing Traffic Signal)
- 6th Ave NE and 4th St NE (Existing Traffic Signal)

KLJ will analyze the traffic data at the two study intersections utilizing the NDDOT Form SFN 7924 - *Traffic Control Study - Warrants for Traffic Signals*. The forms will determine if the existing traffic is warranted or not. If an existing traffic signal is not warranted, KLJ will complete the *Signal Removal Analysis Worksheet* to determine if the signal should be removed.

KLJ will also utilize the traffic counts in developing signal timings plans for the proposed signalized intersections.

Traffic Signal Design

KLJ will develop plan sheets for two (2) permanent traffic signal systems at the following intersections:

- 6th St NE and 4th Ave NE (Replace Traffic Signal)
- 6th Ave NE and 4th St NE (Replace Traffic Signal)

KLJ will determine applicable materials, equipment and standard drawings and prepare detailed project plans for the intersections listed above. A detailed opinion of cost will be provided for each intersection. KLJ will coordinate with the local utilities for feed point information if revisions are needed.

Interconnect Design

No interconnect is anticipated between the signals.

3.12. TRAFFIC CONTROL

Temporary Traffic Control

Signing and potential construction sequencing will be reviewed. A plan to maintain traffic with interruptions minimized will be prepared.

Permanent Signing

Signing will be designed to meet MUTCD standards. Directional signs to the downtown will be added at appropriate intersections on nearby corridors, if allowed as a project cost.

3.13. INCIDENTALS

Incidentals

Bid items not permanently incorporated into the project are covered in this section. Potential items include contract bond, erosion and siltation controls, mobilization, and others.

3.14. PLAN DEVELOPMENT

Preliminary Plans

KLJ will work closely with City on all aspects of plan development to ensure time is used effectively and efficiently. City will be provided draft plans at approximately 50% completion for review by the City. KLJ will also assemble and distribute plans at approximately 90% completion for review by the City of Devils Lake and the NDDOT. After the agencies have completed their review, KL&J will coordinate and facilitate the PS&E review meeting, if needed. Written responses will be provided to all comments from the PS&E review meeting.

Final Plans

Revisions from the PS&E will be incorporated in to the final plans. KLJ will submit one copy of the final plans to the City of Devils Lake and the NDDOT.



Opinion of Cost

KLJ will develop the engineer's opinion of cost for submittal to the City and NDDOT for the 90% and final plans.

Bid Opening

KLJ will provide interpretive assistance during the bidding process. KLJ will assist the City of Devils Lake in analysis of bids received and recommending award of work.

WORK ITEMS INCLUDED AND NOT INCLUDED IN THIS SCOPE OF WORK

Not Included

- Time for Public Input (If required, this may extend the contract time.)
- Geotechnical Evaluation
- Geotechnical Report
- Pavement and Base Thickness Evaluation
- Right of Way, Easements, and Negotiations with Property Owners
- Wetland Delineation
- Cultural Report
- Utility Relocations
- Construction Engineering/Administration

Deliverables provided by KLJ

- Draft Programmatic CATEX
- Final Programmatic CATEX
- 50% Draft Plans
- 90% Plans & Opinion of Probable Cost
- Final Plans & Opinion of Probable Cost

NATIONAL PERSPECTIVE
REGIONAL EXPERTISE
TRUSTED ADVISOR