

Agreement for Professional Engineering and Surveying Services

Preparation of Bid Documents, Technical Specifications, and Bid Solicitations For Renovations to the First Floor of the Elizabeth City Middle School Building

OWNER: City of Elizabeth City
Mr. Rich Olson, City Manager
P.O. Box 347
Elizabeth City, NC 27907-0347

FIRM : Hyman & Robey, PC, PC
150 US Highway 158 East
P.O. Box 339
Camden, North Carolina, 27921
(252) 338-2913

THIS AGREEMENT, made this _____ day of _____, 2013, between the City of Elizabeth City, North Carolina, hereinafter referred to as the "OWNER", and Hyman & Robey, PC, hereinafter referred to as the "FIRM".

WHEREAS, the OWNER, desires professional engineering services in connection with Renovations to the First Floor of the Elizabeth City Middle School building located at the corner of Elizabeth Street and N. Road Street hereinafter referred to as the "PROJECT".

WHEREAS, the FIRM desires to furnish the engineering services for the above specified project in accordance with the conditions and information specified herein.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the premises and the mutual covenants and undertakings of the parties of this AGREEMENT, the parties hereto mutually agree with each other as follows:

Scope of Work:

Hyman & Robey, PC offers to prepare bid documents and technical specifications for the solicitation of bids from qualified contractors. While Hyman & Robey, PC will prepare the Advertisement for Bids, the City will be responsible for all newspaper advertisements. We will prepare the necessary copies of the bid documents and send to contractors as they request. Complete building renovation plans are not part of the scope of work. Directions for work to be performed will be provided by written instructions accompanied by detail drawings as necessary to properly convey the scope of work to bidding contractors. The scope of work shall consist of:

1. Renovations to the northern entrance that provides access from the parking lot into the building. This access currently has a ramp that does not meet ADA requirements. We will prepare design documents necessary to improve this access to provide steps and an acceptable handicap accessible ramp to this entrance. The existing aluminum and glass storefront at this location will be replaced.

2. We will investigate the existing water supply and waste line serving the building to ensure that all plumbing on the first floor is in working condition and properly connected to City infrastructure located in N. Road Street. Appropriate design plans will be developed to correct any problems found in the building basement or between the building and the main lines located in the street.
3. Restrooms on the first floor will be measured and inspected. Bid documents will be developed for renovation of the facilities with regards to:
 - a. Fixture repair or replacement as necessary
 - b. Relocation of partition walls for code compliance
 - c. Repair or replacement of drains for sinks and toilets as necessary due to condition and to meet code requirements
4. Cosmetic repair for each room on the first floor will be detailed in written instructions for demolition and repair/replacement of flooring materials, wall surfaces, and ceilings.
5. Window details will be provided for interior and exterior trim and any necessary window repairs.
6. The first floor landing areas at each of four stairwells will be measured in detail and plans will be prepared for installation of security doors at each of the four stairwells.
7. Electrical Design will include design plans and on-plan specifications for the following:
 - a. HVAC design will include design of split system heat pumps, individual units for each room to provide zone control. Outdoor units will be roof mounted.
 - b. Disconnect existing service from gym main distribution panel and provide a new service to the building utilizing individual tenant meter bases.
 - c. We will provide design for new power and panels to feed the existing first floor circuitry and roof mounted heat pumps and additional power to back-feed code required circuits for unoccupied spaces in the basement and on the second floor.
 - d. Lighting will be re-circuited and repowered as required.

During the bid process, Hyman & Robey will be responsible for answering contractor questions and issuing addendum as necessary. We will conduct the bid opening and prepare bid tabulation sheets for the Owner and Contractors. We will review the bids and make a recommendation for project award to the Owner.

Contract administration and inspection services are not included in the scope of work. We will be happy to provide assistance as necessary during the construction at our hourly rates.

Fee Schedule

Hyman & Robey, PC fees for the proposed scope of work shall be a **lump sum fee of \$38,000**. Additional work if needed will be based on the following hourly billing rates:

Billing Rates - Hourly:

Principal Engineer	\$150.00/hour
Principal Land Surveyor	\$140.00/hour
Engineering Project Manager	\$110.00/hour
Surveying Project Manager	\$125.00/hour
Project Engineer I	\$ 85.00/hour
Project Engineer II	\$ 95.00/hour
Design Engineer I	\$ 65.00/hour
CAD Designer	\$ 65.00/hour
Construction Inspector	\$ 65.00/hour
Survey Party (2 man)	\$125.00/hour
Survey Party (3 man)	\$150.00/hour
Survey Technician	\$ 65.00/hour
Robotic Station	\$ 60.00/hour
Administrative	\$ 65.00/hour
8.5 x 11" copies	\$.10/page
Plan copies	\$. .50/sq.ft.

Manner Of Payment

Partial payment for services rendered under the terms of this AGREEMENT shall be made monthly, conditioned upon receipt and approval by the OWNER of an invoice covering work completed to date. Each invoice shall state the estimated percentage of work completed by phase through the period covered by the invoice. Payment shall be made within 30 days of invoice. The OWNER will determine if the invoice is approved within seven (7) business days of receipt. Late payment may be subject to a 1.5% late charge.

Responsibility of Firm

Services provided by the FIRM under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by member so the same profession currently practicing under similar circumstances. The FIRM shall, without additional cost or fee to the OWNER, correct or revise any errors or deficiencies in services provided by the FIRM.

Responsibility of the OWNER

Make provisions for the FIRM to enter upon public and private property as required for the FIRM to perform the services contained in this AGREEMENT.

1. Review the final design and contract documents in a timely manner.
2. Provide applicable data from previous studies and designs.
3. Provide administrative, real estate, and legal services associated with any land easement acquisitions.

Insurance

1. The FIRM shall carry Workman's Compensation Insurance as provided by North Carolina State law.
2. The FIRM shall secure and maintain in effect at all times during the period this AGREEMENT is in effect, general comprehensive liability insurance.

Delays

The FIRM is not responsible for delays caused by factors beyond the FIRM'S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove the FIRM'S services or work product promptly; or delays caused by faulty performance by the OWNER or by contractors or any level. When such delays beyond the FIRM'S reasonable control occur, the OWNER agrees the FIRM is not responsible for damages, nor shall the FIRM be deemed to be in default of this AGREEMENT.

ACCEPTANCE OF PROPOSAL:

OWNER: City of Elizabeth City

BY: _____

NAME: _____

TITLE: _____

FIRM: Hyman & Robey, PC

BY: Kimberly D. Hamby

NAME: Kimberly D. Hamby

TITLE: Engineering Project Manager