



# ERICKSON ENGINEERING

9330 James Ave S, Bloomington, MN 55431 • 952-929-6791 • 800-545-8020 • fx 952-929-2909 • www.erickson-eng.com

ENGINEERING AGREEMENT  
BETWEEN  
CITY OF RAMSEY  
AND  
ERICKSON ENGINEERING COMPANY, LLC

ERICKSON ENGINEERING COMPANY, LLC, hereinafter called the Consultant, agrees to provide engineering services to the City of Ramsey, hereinafter called the Client, for bridges 02561, 02569, 02J17, and 02J42. The engineering services to be performed will consist of performing bridge safety inspections.

---

## SERVICES TO BE PERFORMED

### 1.0 BRIDGE SAFETY INSPECTIONS

1.1 The Consultant shall conduct a safety inspection for each of the 4 bridges listed on the Client's and Mn/DOT's inventory. The inspections will be performed in accordance with National Bridge Inspection Standards (NBIS) regulations, and will be performed by a certified Team Leader. The Consultant shall also provide a certified Project Manager to approve the safety inspection reports.

---

## COMPENSATION

Compensation in full for the work described will be on an hourly basis, which includes the Consultant's profit. The Fee Schedule (Schedule 1A) is attached to and a part of this agreement. The Consultant will also be reimbursed for any direct expenses incurred in the performance of the work.

Payment for the work listed in this agreement will be as follows:

Progressive payments for the work described may be requested as the work is completed. The progressive payments will be due upon presentation of the Consultant's invoice.

If this agreement is canceled by the Client, the Consultant may request payment for all work performed up to the cancellation date. Payment for fully completed work will be as outlined previously. Partially completed work will be invoiced on an hourly basis. The total amount for the partially completed work will not exceed the amount which would have been due had the work been fully completed. All payments requested are due when invoiced.

If the Client requests that the Consultant perform work other than listed in this agreement, or if any additional services are required due to revisions in Minnesota Department of Transportation, Federal Highway Administration, American Association of State Highway and Transportation Officials', or Client standards and specifications, then the Consultant may request reimbursement for such work. Compensation to the Consultant will be on an hourly basis (see attached Schedule 1A) unless otherwise agreed to in writing by both the Consultant and the Client. The reimbursement requested will be due upon presentation of the Consultant's invoice.

---

## **SCHEDULE OF SERVICES**

The schedule of services of this agreement is set forth in the attached Schedule 1B.

---

## **GENERAL CONDITIONS**

### Section 1. Scope of Professional Engineering Services

The Consultant agrees to provide engineering services when requested and authorized by the Client. These services are outlined in services to be performed. Unless otherwise stated in this agreement, compensation for these services will be at the rates stated in schedule 1A (attached).

### Section 2. Responsibilities of the Consultant

2.1 The Consultant shall maintain, during the life of the contract, professional liability Insurance in the amount of \$1,000,000 (one million dollars). If the Client requests additional insurance, the Consultant shall purchase such insurance if available. The cost to purchase additional insurance will be charged to the Client.

2.2 The Consultant shall not be responsible for the failure of others to perform in accordance with other contracts. The Consultant's services do not relieve others of their responsibilities.

Section 3. Responsibilities of the Client

All known information applying to the site and services provided by the Consultant will be made available to the Consultant by the Client. The Client shall immediately inform the Consultant of new information which may be in conflict with previous information regarding the site or Consultant services. The Consultant has a right to depend on documents supplied by the Client.

Section 4. Other Damages

The Consultant and the Client shall not be liable to each other for any incidental, consequential, or special damage, relating to the Consultant's services. This includes business interruption, good will, or loss of anticipated profits.

Section 5. Termination

This agreement may be terminated by either party by giving fourteen days written notice to the other party. Upon termination, the Client shall pay the Consultant for costs incurred to the date of termination, including termination costs and other obligations and commitments incurred in providing services. All obligations and liabilities between the parties will terminate upon payment. These costs are payable under the contract when invoiced.

Section 6. Document Ownership

The Client acknowledges the Consultant's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement will become the property of the Client upon completion of the work and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the plans and specifications without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the plans and specifications from or through the Client without written authorization of the Consultant.

Section 7. Party Relationship

The Consultant shall act solely as an independent contractor. The Client and the Consultant may not enter into any agreement or assume any obligation for the other.

Section 8. Force Majeure

The Consultant shall not be liable for failure to perform due to circumstances beyond the Consultant's control. These may include, but are not limited to, wars, floods, strikes,

riots, fire, acts of nature, or inability to obtain equipment or material. In the event of such circumstances the time of performance will be extended sufficiently to overcome the effects of such events.

Section 9. Successors and Assigns

The Consultant and Client each binds itself, its successors, and assigns to the other party of this agreement and to the successors and assigns of the other party with respect to all provisions of this agreement.

Section 10. Entire Agreement

This agreement represents the entire understanding between the Client and the Consultant. No change of the terms or conditions of this agreement will be binding on either party unless these changes are in writing and signed by an authorized representative of both parties.

Section 11. Applicable Law

This agreement will be governed by the laws of the State of Minnesota.

Section 12. AA/EEO

The Consultant is an Affirmative Action and Equal Employment Opportunity Employer.

Section 13. Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Consultant agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal non-binding mediation conducted in accordance with rules and procedures to be agreed upon by the parties, unless the parties mutually agree otherwise.

Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to allow the mediator to help select an alternative resolution method.

THE CLIENT AND ERICKSON ENGINEERING COMPANY, LLC, AGREE AS SET FORTH ABOVE

For the Client:

City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

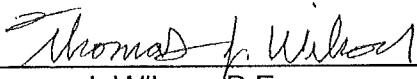
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Consultant:

Erickson Engineering Company, LLC  
9330 James Avenue South  
Bloomington, MN 55431

  
\_\_\_\_\_  
Thomas J. Wilson, P.E.

Vice President  
\_\_\_\_\_  
Title

1-12-11  
\_\_\_\_\_  
Date

**SCHEDULE 1A**

TITLE	RATE/HR
Vice President	\$160.00
Engineering Manager	\$140.00
Senior Project Manager	\$110.00
Project Manager	\$100.00
Project Engineer	\$ 90.00
Design Engineer	\$ 75.00
Drafting Manager	\$100.00
Engineering Technician III	\$ 95.00
Engineering Technician II	\$ 85.00
Engineering Technician I	\$ 75.00
Certified Inspector II	\$ 85.00
Certified Inspector I	\$ 80.00
Mileage Rate	\$ 0.51/mile

Rates will be adjusted annually to meet changes in the COST OF LIVING INDEX published by the U.S. Government.

**SCHEDULE 1B**

<u>TASK</u>	<u>COMPLETION DATE</u>
1.1 Safety Inspections .....	January 31, 2011