

# CONSULTANT SERVICE CONTRACT

This Contract is made this 16th day of October, 2018, by and between the CITY OF Northfield, a Minnesota municipal corporation, 801 Washington Street (“CITY”), and Bolton and Menk Inc. 1224 Nicollet Avenue, Bursville, MN 55337, (“CONSULTANT”), (collectively the “PARTIES”).

WHEREAS, CITY requires certain professional services in conjunction with 2019 Street Reclamation Project (the “Project”); and

WHEREAS, CONSULTANT agrees to furnish the various professional services required by CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

## SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph K of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate, prior to CITY’s authorization of the changed scope of services.
- C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT’s effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONSULTANT’s compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph K of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.

- D. **Standard of Care.** Services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession or industry. CONSULTANT shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by CONSULTANT's breach of this standard of care. CONSULTANT shall put forth reasonable efforts to complete its duties in a timely manner. CONSULTANT shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. CONSULTANT shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
- E. **Insurance.** CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all insurance required herein and such insurance has been approved by CITY, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All this insurance coverage shall be maintained throughout the life of this Contract.
1. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, statutory Workers' Compensation coverage. Except as provided below, CONSULTANT must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, section 176.041 exempts CONSULTANT from Workers' Compensation insurance or if CONSULTANT has no employees in the City, CONSULTANT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers' Compensation requirements. If during the course of the Contract CONSULTANT becomes eligible for Workers' Compensation, CONSULTANT must comply with the Workers' Compensation insurance requirements herein and provide CITY with a certificate of insurance.
  2. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Commercial General Liability ("CGL") and business automobile liability insurance coverages insuring CONSULTANT against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by CONSULTANT or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Ongoing and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. CITY shall have additional insured status and be listed by

name on an endorsement attached to such policy(ies) for the services provided under this Contract and shall provide that CONSULTANT’s coverage shall be primary and noncontributory in the event of a loss.

3. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater: *[Below amounts may be changed based on risk assessment.]*

Worker’s Compensation	Statutory Limits
Employer’s Liability	\$500,000 bodily injury by accident \$500,000 bodily injury by disease aggregate \$500,000 bodily injury by disease per employee
Commercial General Liability	\$2,000,000 property damage and bodily injury per occurrence \$4,000,000 annual aggregate \$2,000,000 annual aggregate Products – Completed Operations
Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles
Umbrella or Excess Liability	\$1,000,000

4. Professional/Technical (Errors and Omissions) Liability Insurance. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Professional/Technical (Errors and Omissions) Liability Insurance. The required policy will provide coverage for all claims CONSULTANT may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONSULTANT’s professional services required under the contract. CONSULTANT is required to carry the following minimum limits: \$2,000,000 – per wrongful act or occurrence; \$4,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater. Any deductible will be the sole responsibility of CONSULTANT and may not exceed \$50,000 without the written approval of CITY. If CONSULTANT desires authority from CITY to have a deductible in a higher amount, CONSULTANT shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the

most current audited financial statements so that CITY can ascertain the ability of CONSULTANT to cover the deductible from its own resources. The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and CONSULTANT shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by CONSULTANT to fulfill this requirement.

5. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.
6. Any insurance limits in excess of the minimum limits specified herein above shall be available to CITY.
7. CONSULTANT's insurance policies and certificate(s) shall not be cancelled without at least thirty (30) days' advance written notice to CITY, or Ten (10) days' prior written notice to CITY for nonpayment of premium.
8. CONSULTANT's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to CITY with respect to any claim arising out of CONSULTANT's performance under this Contract.
9. CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles. If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached.
10. CONSULTANT shall ensure that all subcontractors comply with the insurance provisions contained in this Contract and such insurance is maintained as specified.
11. CONSULTANT's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance, if applicable.
12. All policies listed above, except professional liability insurance (or other coverage not reasonably available on an occurrence basis), shall be written on a per "occurrence" basis ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
13. CONSULTANT shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by CITY.
14. Effect of Failure to Provide Insurance. If CONSULTANT fails to provide the

specified insurance, then CONSULTANT will defend, indemnify and hold harmless CITY and CITY's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to CITY (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of CONSULTANT, its subcontractors, agents, employees or delegates. CONSULTANT agrees that this indemnity shall be construed and applied in favor of indemnification. CONSULTANT also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, CITY may require CONSULTANT to:

- a. Furnish and pay for a surety bond, satisfactory to CITY, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from CONSULTANT's insurance company.

CONSULTANT will take the action required by CITY within Fifteen (15) days of receiving notice from CITY.

15. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract if CONSULTANT is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against CONSULTANT.

## **SECTION II – CITY'S RESPONSIBILITIES**

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the CITY's Public Works Director/City Engineer, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT's request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT's performance of

the services detailed in Exhibit 1, attached hereto.

- D. Dave Bennett, CITY's Public Works Director/City Engineer, shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY's policies with respect to the Project and CONSULTANT's services. Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

### SECTION III – CONSIDERATION

- A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 3, Compensation, which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.
- B. If CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the CITY's Public Works Director/City Engineer and expenses within thirty days after the date of CONSULTANT's invoice, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

### SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until such time as the Project is completed.
- B. **Termination.** This Contract may be terminated by either PARTY for any reason or for convenience by either PARTY upon seven (7) days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by CITY in enforcing this Contract.

- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the CITY's Public Works Director/City Engineer prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the CITY's Public Works Director/City Engineer as determined by CITY.

## SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, and hold harmless CITY, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions, including breach of a specific contractual duty, of CONSULTANT or CONSULTANT's independent contractors, subcontractors, agents, employees, vendors or delegates with respect to this Contract or the Project. CONSULTANT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to CITY, except that for professional liability claims, CONSULTANT shall have no upfront duty to defend CITY, but shall reimburse defense costs to CITY to the same extent of CONSULTANT'S indemnity obligation herein. CITY, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. CONSULTANT agrees, that in order to protect itself and CITY under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which CITY is entitled under Minn. Stat. Chapter 466 or otherwise.
- B. CITY shall indemnify protect, save, and hold harmless CONSULTANT, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions of CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONSULTANT against the foregoing, or litigation in connection with the foregoing, at CITY's expense. CONSULTANT, at its expense, shall have the right to participate in the defense of any Claims or litigation. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the

negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

## SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each PARTY indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** All notices and other communications required or permitted under this Contract shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either PARTY shall have notified the other PARTY. The PARTIES' representatives for notification for all purposes are:

**CITY:**

David Bennett  
Public Works Director/City Engineer  
801 Washington Street  
Northfield, MN 55057  
Phone: 507-645-3006  
Email: david.bennett@ci.northfield.mn.us

**CONSULTANT:**

Brian Hilgardner  
Principal-in-Charge/Project Manager  
12224 Nicollet Avenue  
Burnsville, MN 55337  
Phone: 952-890-0509  
Email: Brian.Hilgardner@bolton-menk.com



- D. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- E. **Electronic/Digital Data.** Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a Project deliverable by this Contract or except as otherwise explicitly provided in this Contract, all electronic/digital data developed by CONSULTANT as part of the Project is acknowledged to be an internal working document for CONSULTANT's purposes solely and any such information provided to CITY shall be on an "as is" basis strictly for the convenience of CITY without any warranties of any kind. In the event of any conflict between a hard copy document and the electronic/digital data, the hard copy document governs. The electronic/digital data shall be prepared in the current software in use by CONSULTANT and is not warranted to be compatible with other systems or software.
- F. **Opinions or Estimates of Construction Cost.** Where provided by CONSULTANT as part of Exhibit 1 or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of CITY and CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. CITY acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.
- G. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws. CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.
- H. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The

acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.]

- I. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, CONSULTANT must pay all subcontractors, less any retainage, within Ten (10) calendar days of CONSULTANT's receipt of payment from CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).
- J. **Assignment.** This Contract may not be assigned by either PARTY without the written consent of the other PARTY.
- K. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of CITY and CONSULTANT.
- L. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract. CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- M. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either PARTY is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the PARTY affected by force majeure shall give written notice with explanation to the other PARTY immediately.
- N. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which

CONSULTANT is responsible.

- O. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- P. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with CITY.
- Q. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- R. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- S. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- T. **Governing Law.** This Contract shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- U. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.* CONSULTANT agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. CONSULTANT understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONSULTANT in performing those functions that the CITY would perform is subject to the requirements of the Act, and CONSULTANT must comply with those requirements

as if it were a government entity. This does not create a duty on the part of CONSULTANT to provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Contract.

- V. **No Waiver.** Any PARTY's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that PARTY's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving PARTY.
  
- W. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONSULTANT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
  
- X. **Patented Devices, Materials and Processes.** If this Contract requires, or CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
  
- Y. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on CITY's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.

**Construction Observation.** CONSULTANT shall visit the project at appropriate intervals during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Project plans and specifications, and shall be responsible for notifying CITY of any errors or omissions in contractor's work or any deviations in the contractor's work from the Project plans and specifications developed by CONSULTANT.

- Z. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- AA. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- BB. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- CC. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any PARTY or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- DD. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any PARTY to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing PARTY.

*Remainder of page intentionally left blank.*

**SECTION VII –SIGNATURES**

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

**CONSULTANT:** \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

**CITY OF NORTHFIELD:**

By: \_\_\_\_\_  
\_\_\_\_\_, Its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Its City Clerk

Date: \_\_\_\_\_

**EXHIBIT 1**

**SCOPE OF SERVICES**

Subject to the terms of this Contract, CONSULTANT shall perform the following services:

Proposal for  
**2019 Street  
Improvement Project**

October 5, 2018



**Contact:**

Brian Hilgardner  
612-328-4729  
Brian.Hilgardner@bolton-menk.com

12224 Nicollet Avenue | Burnsville, MN 55337-1649  
Ph: (952) 890-0509 | Fax: (952) 890-8065 | Bolton-Menk.com



Real People. Real Solutions.





**BOLTON  
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue  
Burnsville, MN 55337-1649

Ph: (952) 890-0509  
Fax: (952) 890-8065  
Bolton-Menk.com

October 5, 2018

David Bennett, P.E.  
Public Works Director /City Engineer  
801 Washington St.  
Northfield, MN 55057

RE: Proposal for 2019 Street Improvement Project

Dear Mr. Bennett:

The 2019 Street Improvement Project will improve the City of Northfield's street aesthetics, drainage, road design, and structural strength. It will also improve the city's overall watermain system. Like you, Bolton & Menk, Inc. takes great pride in designing and managing projects that are safe, sustainable, and beautiful. Our approach to engineering services makes Northfield's priorities our priorities. We understand what needs to be accomplished for successful project completion.

**Strong Working Relationship with City Staff.** We have developed a strong working relationship with city staff, gaining a thorough understanding of the city's values, goals, and standards. I have worked with Sean Simonson on Northfield projects for the past 15 years, while Roger Ness was a former engineering employee for the city. Past projects we've successfully delivered in Northfield include

- 2016 Woodley Street Reconstruction
- 6<sup>th</sup> and 9<sup>th</sup> Street Reconstruction
- Maple and Prairie Street Improvements
- 1<sup>st</sup> and 4<sup>th</sup> Street Improvements
- 5<sup>th</sup> and Water Street Improvements
- 8<sup>th</sup> and Division Street Improvements

**Complete Understanding of Project Process.** We have worked through this entire project process with the city on previous projects. We helped the city develop their standard specifications, details, and CAD standards. Our comprehensive understanding of your process allows us to efficiently complete the project, while minimizing city staff's time you, so time can be spent on other important items within your department. This provides the city cost savings not illustrated in our proposal.

**Experienced Team.** Bolton & Menk brings a strong background in municipal engineering. Our strength is derived from our talented and experienced staff, extensive project experience, and relationship with governmental and regulatory agencies. For the 2019 Street Improvements Projects, we have assembled a team of qualified professionals with similar reconstruction experience. This consistency brings extensive knowledge and efficiency to the projects.

In continued service to the City of Northfield, we are excited at the opportunity to complete the 2019 Street Improvement Project. I will personally serve as your principal-in-charge and project manager. Please contact me at 612-328-4729 or [brian.hilgardner@bolton-menk.com](mailto:brian.hilgardner@bolton-menk.com) if you have any questions regarding our proposal.

Sincerely,

Brian Hilgardner, P.E.  
Principal Engineer



# PROJECT UNDERSTANDING GOALS AND OBJECTIVES

The attached project location map details the streets needing improvement as well as outlines the various construction methods to be used.

We understand most streets will be standard full-depth reclamation. We will retain a geotechnical subconsultant to complete soil borings to ensure there is adequate material for the reclamation process. We will complete this as a part of the feasibility report as it may have implications on the overall project cost.

New watermain will be constructed on portions of Third and Fourth Street; an existing 4-inch watermain on Orchard Street will be upgraded. We assume the watermain can be installed without removing the curb, so no individual service work is included on the project. No sanitary sewer improvements are anticipated with the project. All gate valves and manholes will be upgraded and adjusted as necessary. Because this is a reclamation with only spot replacement, we do not anticipate any major storm sewer improvements; however, we will evaluate the existing system for capacity and spread to allow the city to consider necessary improvements.

Forest Avenue and Third Street have been identified as part of the Municipal State Aid system. We will ensure all design and construction requirements are adhered to.

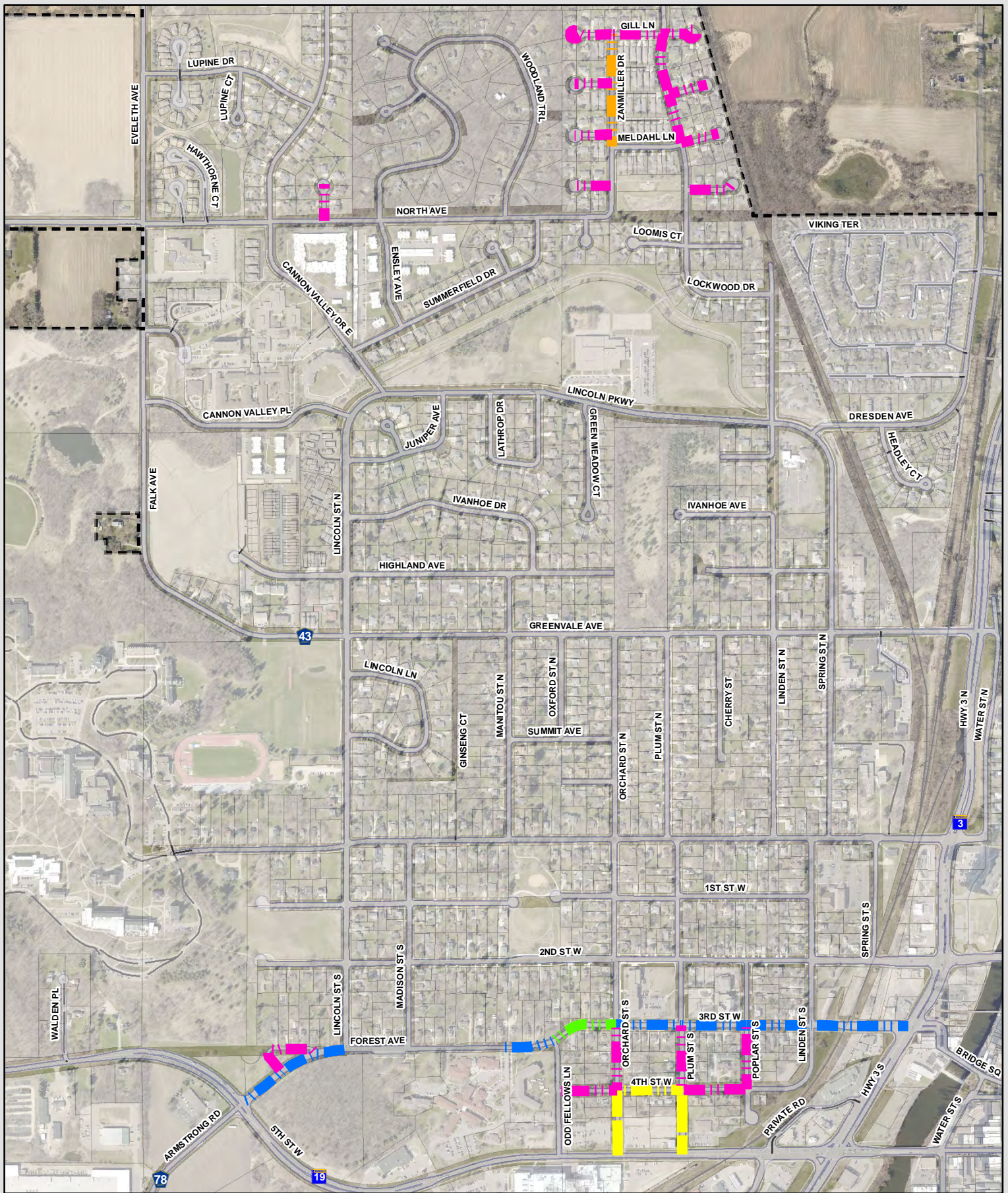
Bolton & Menk understands there will be Safe Routes to School sidewalk improvements along Zanmiller Drive. The city indicated a new sidewalk will be installed in this area. We will provide cross sections of the boulevard to identify drainage and/or possible retaining walls to accommodate grading.

This project will follow the Minnesota Chapter 429 project process, which includes assessments. Bolton & Menk will follow the required project steps and assist the city with necessary resolutions. The City of Northfield will calculate the preliminary and final assessment roll.

**WE DELIVER THE  
RIGHT SOLUTIONS.**

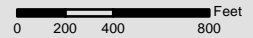
We let collaboration lead us to the right solution.





- |||| Reclamation
- |||| Reclamation SRTS Upgrades
- |||| Reclamation- Watermain Upgrade
- |||| Reclamation- MSA- Watermain Upgrade
- |||| Reclamation- MSA

# 2019 Reclamation Project



City Of  
**Northfield**  
Minnesota

Engineering 9/24/2018



## PROJECT TEAM

We have assembled a highly motivated and experienced group of professionals for the 2019 Street Improvement Project. Our team values and understands the importance of achieving a vision that can be supported by stakeholders and efficiently implemented. Our team will be led by our project manager, Brian Hilgardner, and supported by key individuals. This team is 100 percent available and committed to performing and overseeing the work they have been identified to lead. Project team member bios are included in the following pages of this section. Full resumes of all staff can be provided upon request.



### **Brian Hilgardner, P.E.**

Principal-in-Charge/Project Manager

Brian will direct sufficient personnel and resources to accomplish the project work plan within your schedule. He will monitor progress, schedule, and budget to ensure critical issues are addressed in a timely manner. Brian will maintain consistent communication with city staff and project partners. He has served as project manager on several projects with the City of Northfield. Brian fully understands the staff's preferred project process; his coordination and leadership on the 2019 Street Improvement Project will ensure its successful delivery.

An engineer since 1998, Brian has gained a range of experience in project administration from conception through construction. His background includes development and design of municipal reconstruction projects, including street construction, sanitary sewer systems, lift stations, water distribution systems, stormwater collection systems, and pedestrian facility construction. His administrative duties include

preliminary engineering reports, cost estimates, preliminary and final design, presentations, attendance at city council meetings, bidding assistance, and construction administration. In addition, Brian assists in training young EIT's on proper construction observation skills. He is an expert in trenchless technology techniques. Brian holds a Bachelor of Science in Civil Engineering from the University of Minnesota.



### **Brad Fisher, EIT**

Project Engineer

Brad will be responsible for leading project design, specifically focusing on quality control and assurance, as well as guiding the plan and specification preparation.

Brad is a design engineer beginning his career in 2014. He has worked on many municipal projects consisting of roadway design, including municipal state aid design and utilities such as sanitary sewer, watermain, and storm sewer. Brad is passionate about listening to his client's needs and delivering their vision. He completes project planning, design, and preparation of construction plans and specifications. His design experience includes preliminary and final design, preliminary layout and design preparation of feasibility reports, preparation of construction plans and specifications, preparation of quantity take-offs and cost estimates, and project documentation. In addition to his design experience,

Brad has experience providing construction inspection and documentation services on various projects. He has also observed multiple CIPP and other trenchless construction methods.

#### **Similar Experience:**

- 2018 & 2019 Street Improvement Projects, West St. Paul
- 2017 Street & Utility Improvements, Prior Lake
- NW Area Improvements, Inver Grove Heights
- Riverfront Renaissance Project, City of Hastings (2018 APWA Project of the Year)

**Roger Ness**

Engineering Technician

Roger will be responsible for plan production and design, specifically focusing on the intersection design details.

Roger began his profession as a senior engineering design technician and construction observer in 1988. He has extensive experience in the inspection, detailed design, cost estimating, and construction observation of municipal public works projects including sanitary sewer, storm sewer, water main, streets, sidewalks, and trails. Roger enjoys the problem-solving aspects of both construction and design related issues. He also has extensive experience with documentation and testing requirements for State and Federal Aid projects and is proficient in the use of AutoCAD and Eagle Point software.

Roger has experience as a project manager and street and parks maintenance manager for the City of Northfield. During his time there, he developed excellent leadership and management skills to compliment his technical design capabilities. In his free time Roger can be found landscaping or remodeling around his house.

**Similar Experience:**

- Woodley Street Improvements, City of Northfield
- 2017 Street Reconstruction, City of Prior Lake
- 2018 Kenyon Avenue Improvements, City of Lakeville
- Several Projects at the City of Northfield while employed in the Engineering Department

**Tim Olson, P.E., CFM**

Water Resources Engineer

Tim will provide any necessary water resources engineering on the project. Tim will focus on verifying the capacity of the existing system and making any improvement recommendations.

Tim has been a water resources engineer with Bolton & Menk since 2006. His experience includes project management in both design and construction of complex water resources and environmentally sensitive projects. He specializes in comprehensive surface water management planning; innovative best management practice design; detailed hydraulic and hydrologic modeling; drainage design and construction plan review; NPDES Phase I & II MS4 and construction stormwater permitting requirements; and coupling GIS techniques with water resources

design and analysis. Tim has a passion for stormwater and water quality education and participates in several stormwater-related steering committees and stakeholder groups. He enjoys facilitating partnerships, developing new relationships, and collaborating with stakeholders to define a common vision and work toward shared goals.

**Similar Experience:**

- Worked directly with Dave Bennett on several water resources related projects at the City of Northfield

**Eric Wilfahrt, L.S.**

Project Surveyor

Eric will be the project manager for all the topographic survey, base mapping, and construction staking.

Eric likes to complete projects that have complex and challenging right-of-way and boundary determinations. He is a project surveyor who manages survey operations for the firm's south metro locations. He began his surveying career in 2004. He is responsible for researching, preparing, calculating, interpreting, and writing legal descriptions related to ALTA, topographic, plats, boundary, and

engineering surveys. He has additional quality control and oversight duties. Eric is proficient in AutoCAD, AutoCAD Map, COGO, CG-Survey for AutoCAD, Eagle Point Software, Civil 3D, Trimble Business Center, Leica Cyclone 9, and Leica Topo II Software.

## PROJECT SCHEDULE

Per the RFP, we will follow the project schedule below.

Task	Delivery Date
Task 1. Order Feasibility Report	October 16, 2018
Task 2. Neighborhood Meeting #1 <i>(consultant to provide meeting graphics and attend)</i>	November 14, 2018
Task 3. Accept Feasibility Report and call for Improvement Hearing <i>(consultant to present feasibility report and recommendation to council)</i>	December 4, 2018
Task 4. Improvement Hearing	January 8, 2019
Task 5. Order Improvement and Preparation of Plans and Specifications	January 22, 2019
Task 6. Approve Plans and Order Advertisement for Bids <i>(consultant to present to council)</i>	March 5, 2019
Task 7. Declare Amount to be Assessed/Call for Assessment Hearing	March 19, 2019
Task 8. Bid Opening	April 4, 2019
Task 9. Accept Bids and Award Contract –	April 16, 2019
Task 10. Assessment Hearing	April 16, 2019
Task 11. Adopt Assessments	May 7, 2019
Task 12. Construction	May 2019 – October 2019



# PROJECT FEES

Client: City of Northfield		Bolton & Menk, Inc.									
Project: 2019 Street Improvements											
Task No.	Work Task Description	Principal-in-Charge/Project Manager	Project Engineer	Engineering Technician	Water Resources Engineer	Registered Land Surveyor	Survey Crew	Clerical	Total Hours	Total Cost	
1.0	Feasibility Study	16	60	40	20	0	0	0	136	\$17,620	
2.0	Topographic Survey	0	0	0	0	40	140	0	180	\$24,700	
3.0	Design	70	304	86	0	0	0	12	472	\$59,166	
4.0	Bidding Administration	6	12	0	0	0	0	2	20	\$2,530	
5.0	Construction Services	0	136	0	0	20	90	0	246	\$30,690	
6.0	Project Close-Out	4	12	20	0	0	20	0	56	\$7,460	
7.0	Geotechnical Testing Services	<i>Geotechnical Consultant</i>									\$49,500
8.0	Meetings and Public Involvement	10	6	0	0	0	0	0	16	\$2,340	
<b>Total Hours</b>		106	530	146	20	60	250	14	1126		
<b>Average Hourly Rate</b>		\$165.00	\$115.00	\$136.00	\$132.00	\$145.00	\$135.00	\$80.00			
<b>Subtotal</b>		\$17,490	\$60,950	\$19,856	\$2,640	\$8,700	\$33,750	\$1,120			
<b>SUBTOTALS</b>											
<b>Design Services</b> (Tasks 1-4, 8)										\$106,356	
<b>Construction Services</b> (Tasks 5-6)											
*Includes construction staking											
*Includes 40 hours of construction observation support											
*Includes Project Engineer support 4 hrs/wk for 6 months										\$38,150	
<b>Geotechnical Services</b> (Task 7)										\$49,500	
<b>Total Fee</b>										<b>\$194,006</b>	

# Project Proposal

QTB086999

Northfield 2019 Street Improvement Project [GEO/CMT]

**Client:**

Bolton & Menk, Inc.  
Brian Hilgardner  
1960 Premier Drive  
Mankato, MN 56001  
  
ap@bolton-menk.com

**Work Site Address:**

Various streets  
Northfield, MN

**Service Description:**

geotechnical/CMT

	Description	Quantity	Units	Unit Price	Extension
<b>Phase 1</b>	<b>Geotechnical Evaluation</b>				
<b>Activity 1.1</b>	<b>Site Layout - Staking - Utility Clearance - CADD</b>				<b>\$1,305.00</b>
205	Site layout and utility clearance	6.00	Hour	100.00	\$600.00
371	CADD/Graphics Operator	2.00	Hour	110.00	\$220.00
5099	Trimble R8 Rover (horizontal and vertical), per hour	6.00	Each	50.00	\$300.00
1862	Utility Trip Charge	1.00	Each	50.00	\$50.00
288	Project Assistant	1.50	Hour	90.00	\$135.00
<b>Activity 1.2</b>	<b>Drilling Services</b>				<b>\$4,860.00</b>
9000	Truck Mounted Drilling Services, per hour	18.00	Each	270.00	\$4,860.00
<b>Activity 1.3</b>	<b>Geotechnical Soil Tests</b>				<b>\$580.00</b>
1166	200 wash (ASTM C 117), per sample	6.00	Each	70.00	\$420.00
1152	Moisture content (ASTM D 2216), per sample	16.00	Each	10.00	\$160.00
<b>Activity 1.4</b>	<b>Evaluation/Analysis/Reports</b>				<b>\$2,760.00</b>
138	Project Assistant	3.00	Hour	90.00	\$270.00
126	Project Engineer	12.00	Hour	160.00	\$1,920.00
128	Senior Engineer	2.00	Hour	180.00	\$360.00
125	Project Manager	1.50	Hour	140.00	\$210.00
<b>Phase 1 Total:</b>					<b>\$9,505.00</b>

<b>Phase 2</b>	<b>MnDOT Testing</b>				
<b>Activity 2.1</b>	<b>Soil Testing</b>				<b>\$8,951.00</b>
207	Compaction Testing - Nuclear	30.00	Hour	78.00	\$2,340.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Water Main	10.00	Trips	3.00	30.00
217	Compaction Testing - Sandcone & DCP's	18.00	Hour	78.00	\$1,404.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Reclaim	6.00	Trips	3.00	18.00
1530	Asphalt Content (ASTM D 2172/6307), per sample	2.00	Each	155.00	\$310.00
209	Sample pick-up	15.00	Hour	78.00	\$1,170.00
1318	Standard Proctor Test(ASTM D 698)	5.00	Each	185.00	\$925.00
1162	Sieve analysis & 200 wash (ASTM C 136 & C 117) per sample	6.00	Each	132.00	\$792.00
1308	Nuclear moisture-density meter charge, per hour	30.00	Each	23.00	\$690.00
1861	CMT Trip Charge	22.00	Each	60.00	\$1,320.00
<b>Activity 2.2</b>	<b>Concrete Testing</b>				<b>\$17,712.00</b>
261	Concrete Testing	108.00	Hour	78.00	\$8,424.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Spot Curb and Sidewalk Repair	12.00	Trips	3.00	36.00
	SRTS Sidewalk	4.00	Trips	3.00	12.00



# Project Proposal

QTB086999

## Northfield 2019 Street Improvement Project [GEO/CMT]

	ADA Improvements	20.00 Trips	3.00	60.00	
1364	Compressive strength of concrete cylinders (ASTM C 39), per specimen	108.00	Each	30.00	\$3,240.00
	<b>Work Activity Detail</b>	<b>Qty</b>	<b>Units</b>	<b>Hrs/Unit</b>	<b>Extension</b>
	Spot Curb and Sidewalk Repair	12.00	Sets	3.00	36.00
	SRTS Sidewalk	4.00	Sets	3.00	12.00
	ADA Improvements	20.00	Sets	3.00	60.00
278	Concrete Cylinder Pick up	36.00	Hour	78.00	\$2,808.00
	<b>Work Activity Detail</b>	<b>Qty</b>	<b>Units</b>	<b>Hrs/Unit</b>	<b>Extension</b>
	Cylinder Pickup	18.00	Trips	2.00	36.00
1861	CMT Trip Charge	54.00	Each	60.00	\$3,240.00
<b>Activity 2.4</b>	<b>Project Management</b>				<b>\$3,900.00</b>
226	Project Manager	18.00	Hour	140.00	\$2,520.00
228	Senior Project Manager	5.00	Hour	180.00	\$900.00
238	Project Assistant	6.00	Hour	80.00	\$480.00
<b>Phase 2 Total:</b>					<b>\$30,563.00</b>

<b>Phase 3</b>	<b>MnDOT Concrete Plant Inspections</b>				
<b>Activity 3.2</b>	<b>Concrete Testing</b>				<b>\$4,488.00</b>
1162	Sieve analysis & 200 wash (ASTM C 136 & C 117) per sample	9.00	Each	132.00	\$1,188.00
215	Concrete Ready Mix Plant Monitoring	30.00	Hour	102.00	\$3,060.00
	<b>Work Activity Detail</b>	<b>Qty</b>	<b>Units</b>	<b>Hrs/Unit</b>	<b>Extension</b>
	ADA, Sidewalk and Curb	6.00	Trips	5.00	30.00
1861	CMT Trip Charge	4.00	Each	60.00	\$240.00
<b>Activity 3.4</b>	<b>Project Management</b>				<b>\$1,180.00</b>
226	Project Manager	3.00	Hour	140.00	\$420.00
228	Senior Project Manager	1.00	Hour	180.00	\$180.00
238	Project Assistant	1.00	Hour	80.00	\$80.00
1230	MnDOT Final Report	1.00	Each	500.00	\$500.00
<b>Phase 3 Total:</b>					<b>\$5,668.00</b>

<b>Proposal Total:</b>	<b>\$45,736.00</b>
------------------------	--------------------

**EXHIBIT 2**

**CERTIFICATES OF REQUIRED INSURANCE COVERAGES**

*[Certificates of Insurance attached hereto]*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Brown & Brown of MN/Mkto, 530 W Pleasant St, Mankato, MN 56001, Mary E. Portner
INSURED: Bolton and Menk, Inc., 1960 Premier Dr, Mankato, MN 56001
CONTACT NAME: Mary Portner, PHONE: 507-388-2010, FAX: 507-388-5492, E-MAIL ADDRESS: mportner@bbmankato.com

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, XCU Coverage, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liabi.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder, City of Northfield, is added as an additional insured under the general & auto liability. The insurance is primary & non-contributory. 10 day notice of cancellation applies to certificate holder.

CERTIFICATE HOLDER: City of Northfield, 801 Washington Street, Northfield, MN 55057-2598
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Mary E. Portner

### **EXHIBIT 3**

#### **COMPENSATION**

Subject to the limitations set forth in this Exhibit, CITY will compensate CONSULTANT in accordance with the schedule of fees below for the time spent in performance of services under this Contract, provided that under no circumstances shall CONSULTANT's total charges to CITY, including expenses, exceed \$194,006 ("maximum price"), unless such charges in excess of the maximum price are authorized in writing by the Public Works Director/City Engineer before they are incurred by CITY.

CITY will make periodic payment to CONSULTANT upon billing at intervals not more often than monthly at the rates specified in the schedule of fees included herein, provided that no bill/invoice submitted to CITY shall exceed a percentage of the maximum price equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the [Position, e.g. City Engineer] as determined by CITY.

CITY shall be entitled to withhold five percent (5%) of the maximum price until such time as CONSULTANT has fully performed the scope of services detailed in Exhibit 1 to the satisfaction of the Public Works Director/City Engineer.

In no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the maximum price equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the Public Works Director/City Engineer.

