

CONSULTANT SERVICE CONTRACT

This Contract (the “Contract”) is made this 7th day of July, 2026, by and between the CITY OF Northfield, a Minnesota municipal corporation, 801 Washington Street, Northfield, MN 55057 (“CITY”), and *Bolton and Menk, Inc.*, a corporation under the laws of the State of Minnesota, *12224 Nicollet Avenue, Burnsville, MN 55337* (“CONSULTANT”); (collectively the “PARTIES”).

WHEREAS, CITY requires certain professional services in conjunction with 2026 Wastewater Treatment Improvements (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 (the “services”).
- 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 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 for such additional services 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, 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 that 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 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 or services.

E. **Insurance.** CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all insurance required herein and such insurance amounts specified herein have been verified 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 such insurance coverage shall be maintained at all times while this Contract is in effect.

1. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, the following insurance policies, subject to the requirements in this Paragraph E and including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as otherwise required by law, whichever is greater (coverages under umbrella or excess policies may be combined with primary policies to meet the below stated insurance coverage requirements):

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 or Meets minimum requirements without umbrella or excess liability policy

2. Except as provided below, CONSULTANT's Workers' Compensation insurance must provide coverage 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 at any time while this Contract is in effect CONSULTANT ceases to be exempt from the requirement to maintain Workers' Compensation coverage, CONSULTANT must comply with the Workers' Compensation insurance requirements herein and provide CITY with a certificate of insurance documenting such coverage.
3. CONSULTANT's Commercial General Liability ("CGL") and business automobile liability insurance coverages shall insure 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 as otherwise required by law. CITY shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) (for purposes of clarity, CITY shall not be an additional insured on CONSULTANT's professional liability policy if such insurance is required in this Contract) 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.
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 claim; \$4,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as otherwise required by law, whichever is greater. Any deductible will be the sole responsibility of CONSULTANT and may not exceed \$75,000 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 services/work. If such insurance is discontinued, extended reporting period coverage must be obtained by CONSULTANT to fulfill this requirement.

5. Technology Errors and Omissions Insurance. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Technology Errors and Omissions Insurance. The required policy will provide coverage for all claims CONSULTANT may become legally obligated to pay, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, cloud computing, extortion and network security. CONSULTANT is required to carry the following minimum limits: \$1,000,000 – per occurrence; \$2,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as otherwise required by law, whichever is greater.
6. 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 and incorporated herein by reference as Exhibit 2.
7. Any insurance limits in excess of the minimum limits specified herein above shall be available to CITY in the event of claims.
8. 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.
9. 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.
10. 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 in Exhibit 2. Any program of self-insurance shall

be subject to CITY's approval, which shall not be unreasonably withheld, conditioned or delayed.

11. CONSULTANT shall ensure that all subcontractors comply with the insurance provisions contained in this Contract and such insurance is maintained as specified.
12. CONSULTANT's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance and technology errors and omissions insurance, if applicable.
13. 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.
14. 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.
15. 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 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.
- D. *David Bennett, P.E.*, 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 performed by 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. **Suspension for Nonpayment.** Except for a good faith dispute, 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 (30) days after the date of CONSULTANT's invoice, CONSULTANT may, after giving Seven (7) days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability to CITY, suspend services and withhold Project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services rendered to the date of suspension along with applicable expenses and charges related to the services rendered by CONSULTANT to CITY to the date of suspension.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until such time as the Project is completed, June 1, 2028, or as otherwise provided in this Contract, whichever occurs first.
- 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 to the satisfaction of the CITY's Public Works Director/City Engineer, computed in accordance with Section III of this Contract. Termination shall not act to discharge any liability incurred by either PARTY during the term of this Contract. Such liability shall continue until discharged by law, this Contract, adjudication, or another subsequent agreement between the PARTIES discharging, settling, waiving, and/or releasing such liability.
- 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 pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of this 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 Services / Work.** If any services/work performed by CONSULTANT are abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for

any services/work 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 in Exhibit 1 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 officials, directors, employees, 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 subcontractors, agents, employees, members, vendors, or delegates with respect to this Contract, the Project, or the services. 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, conditioned, or delayed. The indemnification provisions 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, CONSULTANT will at all times during the term of this Contract keep in force policies of insurances required in Section I of this Contract. Nothing in this Contract shall be construed to waive any immunities, defenses, 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, 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 by CONSULTANT 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, 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, P.E.
Public Works Director/City Engineer
801 Washington Street
Northfield, MN 55057
Phone: 507-645-3006
Email: David.Bennett@northfieldmn.gov

CONSULTANT:

Seth Peterson
Project Manager, Principal-in-Charge
12224 Nicollet Avenue
Burnsville, MN 55337
Phone: 612-803-5223
Email: Seth.Peterson@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 under this Contract, 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/work 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. 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, pandemic, 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 their 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 services/work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the services/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 data privacy or confidentiality. CONSULTANT understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONSULTANT in performing those services, work, and 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 otherwise available from CITY, except as required by the terms of this Contract.

- V. **Cybersecurity Incident Reporting.** CONSULTANT acknowledges that CONSULTANT by virtue of this Contract is subject to the requirements of Minn. Stat. § 16E.36 for reporting cybersecurity incidents impacting CITY.
- W. **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.
- X. **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.
- Y. **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. If no such agreement is made 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 by CONSULTANT, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- Z. **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 and CITY 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.
- AA. **Construction and Services Observation.** CONSULTANT shall visit the Project at appropriate intervals during the Project to become familiar with the progress and quality of the construction/services/work being performed for CITY under this Contract and to determine if the construction/services/work are proceeding in general accordance with the Project plans and specifications, and shall be responsible for notifying CITY of any errors or omissions in such construction/services/work or any deviations in the

construction/services/work from the Project plans and specifications developed by CONSULTANT.

- BB. **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.
- CC. **Entire Contract.** These terms and conditions constitute the entire agreement between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- DD. **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.
- EE. **Survivability.** All covenants, indemnities, guarantees, releases, liability, 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.
- FF. **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.

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SECTION VII –SIGNATURES

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

CONSULTANT:

Bolton and Menk, Inc.

By:  _____

(Signature)

Date: June 26, 2026

Title: Water/Wastewater Senior Project Manager | Senior Principal

Print Name: Seth Peterson

CITY OF Northfield:

By: _____
_____, Its Mayor

Date: _____

By: _____
Lynette Peterson, Its City Clerk

Date: _____

EXHIBIT 1

SCOPE OF SERVICES

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

JUNE 17, 2026



WASTEWATER TREATMENT PLANT IMPROVEMENTS

CITY OF NORTHFIELD, MN





Real People. Real Solutions.

June 17, 2026

12224 Nicollet Avenue
Burnsville, MN 55337

Justin Wagner, Utilities Manager
1101 College Street
Northfield, MN 55057
justin.wagner@northfieldmn.gov

**RE: Proposal for Wastewater
Treatment Plant Improvements**

Dear Justin:

The City of Northfield has initiated the Northfield Wastewater Treatment Plant (WWTP) Improvements project to plan and implement upgrades to the pretreatment, primary treatment, and generator portions of the treatment facility. These upgrades will support reliable operations, regulatory compliance, and long term service to the community. This project will require thoughtful coordination with existing facilities, especially the replacement of the generator. This will require careful consideration of operational impacts, and practical solutions that balance performance, constructibility, and future flexibility. Like you, Bolton & Menk, Inc. takes great pride in designing and managing projects that are safe, sustainable, and functional. We understand what needs to be accomplished for the successful completion of the Northfield Wastewater Treatment Plant Improvements project.

FAMILIARITY WITH NORTHFIELD

Bolton & Menk has a long standing working relationship with the City of Northfield and brings first hand familiarity with City staff, expectations, and decision making processes. Our team has a thorough understanding of the Northfield WWTP, including its operational history and recent improvements, which we successfully completed. This experience allows us to hit the ground running and tailor solutions that reflect how the facility is operated. Our local knowledge reduces risk, shortens the learning curve, and supports efficient, well coordinated project delivery.

PROVEN BIOLOGICAL AERATED FILTER (BAF) EXPERIENCE

Bolton & Menk has extensive experience planning, designing, and implementing Biological Aerated Filter (BAF) systems for municipal wastewater treatment facilities, including projects where BAF technology was selected to meet stringent nutrient and ammonia limits within constrained sites. Our team understands how to integrate BAF processes with upstream and downstream treatment components to support reliable operations, efficient maintenance, and long term regulatory compliance. This hands-on experience allows us to assist the City with the upgrade and replacement of equipment that is integral to the operation of the BAF system.

ESTABLISHED TEAMING WITH BARR ENGINEERING

Bolton & Menk has a proven history of successfully teaming with Barr Engineering (Barr) on complex wastewater treatment projects, allowing each firm to contribute its strengths in a coordinated and efficient manner. The Barr team has worked with the Northfield WWTP since it switched to the BAF process and they know how the facility operates and understand the challenges of replacing the generator and main switchgear. This knowledge from Barr is critical and will ensure the most seamless transition with the generator replacement. These established working relationships reduce coordination risks and supports a smooth project delivery process from planning through construction.

In continued service to the City of Northfield, we are excited at the opportunity to complete the Wastewater Treatment Plant Improvements project. I will serve as your lead client contact and project manager. Please contact me at 612-803-5223 or Seth.Peterson@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,
Bolton & Menk, Inc.

Seth A. Peterson, PE
Project Manager, Principal-in-Charge

BOLTON & MENK IS AN EQUAL OPPORTUNITY EMPLOYER.



CONSULTANT QUALIFICATIONS | PROFILE

BOLTON & MENK

Communities rely on safe, reliable wastewater treatment systems to protect public health, support growth, and safeguard the environment. At Bolton & Menk, we take pride in helping communities plan, design, and improve wastewater treatment facilities that work today and adapt for tomorrow.

Our work with municipal clients began in 1949, with a long-standing focus on essential public infrastructure. As our firm has grown in size and expertise, our commitment to trusted partnerships has remained constant. We help communities move forward by listening closely, understanding operational and regulatory needs, and delivering practical, well-reasoned wastewater solutions. At its core, our work is about people helping people. Today, Bolton & Menk has more than 1,000 multiregional employees, including a professional staff of more than 400 engineers, planners, landscape architects, and surveyors.

Our dedication to clients is reflected in the wastewater treatment facilities we help deliver. We support communities through every phase of a project, from evaluating existing plant conditions and planning improvements to securing funding and delivering design solutions that are reliable, cost effective, and maintainable. Because we live and work in the communities we serve, we take a personal interest in providing infrastructure that performs well over the long term.

Strong relationships drive successful wastewater projects. We value face to face meetings, clear communication, and collaborative decision making to keep projects on schedule, within budget, and focused on solutions that operators and communities can rely on.

WE PROMISE EVERY CLIENT TWO THINGS: WE WILL WORK HARD FOR YOU, AND WE WILL DO A GOOD JOB.

We take responsibility for the work happening around us and do our part to improve quality of life through dependable wastewater treatment infrastructure. At the end of the day, we are **Real People** offering **Real Solutions**.

Solutions Provided

- Water & Wastewater Engineering
- Civil/Municipal Planning & Engineering
- Transportation Planning & Engineering
- Structural Services
- Architectural & Building Services
- Aviation Services
- Water Resources Engineering
- Environmental Planning & Permitting
- Urban Design & Landscape Architecture
- Community & Area Planning
- Construction Administration & Inspection
- Land Surveying
- Geographic Information Systems
- Project Funding
- Engagement Services
- Visual Communications

BARR ENGINEERING

Barr provides engineering and environmental consulting services to clients across the Midwest, throughout the Americas, and around the world. They have been employee owned since 1966 and trace their origins to the early 1900s. Working together, their nearly 800 engineers, scientists, and support specialists help clients develop, manage, process, and restore natural resources.

Barr has partnered with Bolton & Menk for more than 25 years and brings direct, hands-on experience with the Northfield WWTP. Their team will deliver electrical engineering services for this project.



QUALIFICATIONS

The Bolton & Menk and Barr team brings unmatched experience with BAFs in Minnesota. The electrical engineering team at Barr have also been involved with this facility for more than 25 years. That depth of knowledge matters, but it is only part of why we are well suited for this project. We also know the Northfield Wastewater Treatment Plant exceptionally well. For more than 20 years, we have completed multiple projects at the facility and understand how its systems function day to day. Our operations staff have even operated the plant directly, supporting the City while staff completed licensing requirements. That hands-on familiarity—combined with our experience at other BAF facilities—positions our team to deliver solutions that are practical, informed, and reliable.

Sustainability and resilience are embedded in how we design wastewater treatment facilities. Our approach aligns with industry best practices, the City's Climate Action Plan, and the Institute for Sustainable Infrastructure's Ervision™ rating system. Ervision provides a clear framework for evaluating sustainability in civil infrastructure, including wastewater facilities, and helps projects achieve environmental, social, and economic benefits.

Energy efficiency and long term reliability are key drivers of our designs. We design resilient systems with redundant equipment and robust process controls, and we specify proven equipment from manufacturers with local service and maintenance support. Our facilities incorporate LED lighting, high efficiency motors, and variable frequency drives (VFDs) to reduce energy use and improve operational control.

We have highlighted several wastewater treatment plant upgrade projects, including multiple facilities with BAF components. **Bolton & Menk has designed every BAF system in Minnesota**, and that experience—paired with our extensive wastewater treatment improvement portfolio—allows us to deliver a solution that truly works for Northfield. Our résumé includes decades of wastewater facility planning, design, and construction services, and we are ready to bring that experience to this project.

WASTEWATER TREATMENT PLANT IMPROVEMENTS NORTHFIELD, MN

The City hired Bolton & Menk to complete the last improvements project at the WWTP and the project included the following significant items: New cast-in-place liquid biosolids tank with new blower building; two new influent lift station dry pit submersible pumps; replacement of primary clarifier components; replacement of all BAF blowers; new MCCs for the BAF process; rehab of the existing control building, office and lab areas; miscellaneous HVAC improvements; and roof replacements for multiple building on the site. Bolton & Menk, in collaboration with Barr, who provided electrical engineering services, completed both the design and construction engineering for the full project. Teaming with Barr was critical as they have significant knowledge with the electrical systems at the facility and that experience was critical for the replacement of the BAF MCCs and allowed the City to continue to operate the facility while main electrical components were replaced. The project was very important as it replaced aging equipment and provided redundancy to the operations staff.



Reference:

Justin Wagner | Utilities Manager | City of Northfield | 507-645-3083 | justin.wagner@northfieldmn.gov

WASTEWATER TREATMENT FACILITY IMPROVEMENTS WORTHINGTON PUBLIC UTILITIES

Worthington Public Utilities sought to modernize its wastewater treatment facility with updated systems and needed to bring its records up to date to support these improvements. Bolton & Menk helped to update documentation of the facility using 3D laser scanning. Worthington Public Utilities now has a 3D point cloud of data and images to reference that will help create a more accurate design, and it was completed significantly faster than traditional documentation methods.



Reference:

Scott Hain | General Manager | Worthington Public Utilities
507-360-6724 | Shain@worrthingtonutilities.com



WASTEWATER TREATMENT PLANT DESIGN AND CONSTRUCTION NORTHFIELD, MN

Bolton & Menk evaluated wastewater treatment alternatives for the City's treatment facility. The existing facility was located on a small peninsula along the Cannon River and offered little space for facility expansion. In addition, the Cannon River is classified as an Outstanding Resource Value Water, placing strict discharge limits on the facility—limits that would not be attainable without a significant upgrade of the existing facility.



Bolton & Menk developed a plan to upgrade the facility employing advanced treatment technologies—BAFs and parallel plate clarifiers for wastewater treatment with lime heat stabilization for biosolids treatment. By using the advanced BAF technology and parallel plates, Bolton & Menk creatively solved the City's problem while exceeding their expectations. Their plan was both practical and cost effective since it allowed for the reuse of the existing site and saved more than \$5 million in capital expenditure. The environmentally proactive and sustainable plan included the added benefit of removing phosphorous, BOD, and ammonia to levels below the required standards. The treated biosolids meet the Class A standard and are sustainably reused via land application.

Reference:

Justin Wagner | Utilities Manager | City of Northfield | 507-645-3083 | Justin.wagner@northfieldmn.gov

MISCELLANEOUS WASTEWATER TREATMENT FACILITY IMPROVEMENTS NORTHFIELD, MN

Bolton & Menk has assisted the City with many miscellaneous projects in the last 15 years. These projects have all been relatively small in nature, but they do provide us with a unique insight into the inner workings of the facility. Following is a summary of the projects we have completed:

- Ultraviolet (UV) disinfection improvements
- Influent lift pump replacement
 - This was the precursor to the two-pump replacement for the past project at the WWTP
- BAF stop log replacements
- Primary clarifier scum piping replacement
- BAF valve replacement



Many of these projects were completed due to aging equipment and the City's desire to build resilience to the treatment facility. We also provided a biosolids replacement project after the City experienced a catastrophic fire in their biosolids treatment building. Bolton & Menk performed interim biosolids treatment options and designed a new replacement biosolids treatment facility. Our team expedited the evaluation of various interim biosolids treatment options to help the City during crisis mode. A temporary Class A biosolids treatment was designed and procured for the City for interim treatment. This temporary system was housed in one of the existing dry biosolids storage buildings not affected by the fire.

The fire completely damaged all equipment beyond repair, but the building could be reused. Bolton & Menk evaluated multiple biosolid treatment options to meet the City's needs while fitting within the existing facility. In coordination with City staff, the team selected the Schwing Bioset Class A biosolids treatment process which incorporated two dewatering screw presses and a Bioset Class A system, along with a newly designed odor scrubber system to prevent odor concerns. Bolton & Menk also helped the City with the insurance claim process.

Reference:

Justin Wagner | Utilities Manager | City of Northfield | 507-645-3083 | justin.wagner@northfieldmn.gov



WASTEWATER TREATMENT FACILITY ST. PETER, MN

The City of St. Peter and Bolton & Menk worked together over a ten-year period to develop and implement plans for an advanced technology wastewater treatment system. The system is incorporated into a single structure that will meet the needs of the City of St. Peter for years to come.

The City of St. Peter operated the largest stabilization pond treatment system in the state. This facility, located in the flood plain of the Minnesota River, was inundated with floodwater on numerous occasions. Due to the environmental impacts of these flood events, the City began work to relocate the wastewater treatment operations. This planning was further accelerated by the 1998 tornado, which created the need for rebuilding much of the City's infrastructure.



A site within the City's industrial park was chosen for the wastewater treatment facility, maximizing the use of existing public infrastructure and City-owned property.

Bolton & Menk developed a practical and cost-effective plan using new technology, BAF and parallel plate clarifiers for wastewater treatment and lime heat stabilization for biosolids treatment. The compact size of the treatment processes allowed for the facility to be constructed within a single structure, meeting public expectations and provided long term wastewater treatment sustainability. The system removes BOD, ammonia, and phosphorous below standards. The lime/ heat pasteurization process treats biosolids to a Class A level. This process is sustainable as it reduces the amount of storage required for biosolids and increases the options for biosolids disposal and reuse.

In addition, the following wastewater treatment process improvements were implemented:

- New lift station and forcemain
- New outfall
- New grit removal and screenings facilities
- New on-site dewatered biosolids storage facility
- New UV facilities
- New standby generator
- Odor control facility
- New computer control system

The project was completed on time and within budget. St. Peter's new facility complies with the wastewater discharge limits for the Minnesota River and meets the City's sustainability criteria. This facility serves as a successful new model for implementation of wastewater treatment technology.

Reference:

Pete Moulton | Public Works Director | City of St. Peter | 507-931-4840 | petem@saintpetermn.gov

WASTEWATER TREATMENT FACILITY NEW PRAGUE, MN

The City of New Prague was faced with a dilemma many cities face—how to meet the needs of the community with aging wastewater treatment infrastructure. New, more stringent treatment standards were on the horizon, and community development was encroaching on the existing facility site. Community leaders felt a new sustainable approach was needed to meet these demands.



Bolton & Menk collaborated with the City to develop plans for a new, state-of-the-art wastewater treatment facility. The new facility integrated advanced technology to meet the stringent discharge limits. The advanced technology allowed the facility to be completely enclosed and sustainable, minimizing the impact of operations on the community developing around it.

This solution provided the City with a wastewater treatment facility that meets current and proposed treatment requirements, all while moderating the effect of development around the existing facility location.

Reference:

James Creaghe | Wastewater Supervisor | City of New Prague | 952-758-3637 | jcreaghe@ci.new-prague.mn.us



WASTEWATER TREATMENT IMPROVEMENTS SIOUX CENTER, IA

The City of Sioux Center needed to update the previous wastewater treatment facility to meet the effluent ammonia and disinfection limits in their new Department of Natural Resources (DNR) permit and to meet Iowa's Nutrient Reduction Strategy. During the planning stages, a comprehensive approach was taken to evaluate the facility and its environmental impacts. The City and Bolton & Menk worked together with businesses and industries to study the needs of the future and design this plant to meet those needs. Numerous treatment options were explored and evaluated, and the extended aeration activated sludge process with biological nutrient removal was selected because this process provides consistent high-quality effluent and operational flexibility.



Bolton & Menk provided the City of Sioux Center with a detailed wastewater facility plan detailing the options available to the City. The work included alternatives for consideration, cost of services study (rate information), meeting with community industries to engage all stakeholders in the solutions, and assistance with State Revolving Fund (SRF) financing. Included with the planning was the Iowa Nutrient Reduction Strategy Report along with an anti degradation alternatives analysis. This comprehensive effort allowed the City to proceed confidently with their wastewater treatment facility expansion of approximately \$26.5 million to replace aging infrastructure, meet nutrient reduction and disinfection goals, and provide the community with a facility to last years into the future, thereby protecting the environment and allowing the community to continue to grow and thrive. The facility began operations in November 2019 and was fully operational by the summer of 2020.

The engineering cost opinion on this facility was within five percent of construction costs. The City staff and council were engaged throughout the process and the report/planning phase involved numerous public presentations (including handouts and graphical displays), stakeholder meetings, publications, newspaper articles, and television interviews to help educate the community on the improvements.

The project included two traveling perforated plate fine screens with a separate washer and compactor. Grit removal was provided with a new vortex grit removal system including a grit cyclone and classifier. The pretreatment screen and grit are rated for 7.0 mgd flow.

Reference:
Murray Hulstein | Utility Manager | City of Sioux Center | 712-441-0463 | murrayh@siouxcenter.org

WASTEWATER TREATMENT PLANT LONG PRAIRIE, MN

Bolton & Menk was retained by the City of Long Prairie to prepare a Wastewater Facility Plan. Because of more stringent limits and large industrial wastewater organic loading, the most cost-effective and sustainable treatment alternative was to construct a new extended aeration activated sludge treatment facility. The existing stabilization pond facility was used for flow equalization. Bolton & Menk designed the recommended wastewater treatment improvements.



The extended aeration facility included the following major items:

- Improvements to the existing lift station
- Construction of new grit and screenings removal facility
- Construction of aeration basins with biological phosphorous removal facilities
- Construction of new secondary clarifiers
- Construction of new chlorination and dechlorination facilities
- Construction of new aerobic biosolids treatment and storage facilities
- Construction of a new blower/control building

The Bolton & Menk team completed the design with sustainability in mind to ensure the treatment improvements meet the City's needs for the future. Bolton & Menk also provided construction engineering and start-up services. The project was completed within budget and on time.

Reference:
Chad Bosl | Public Works Director | City of Long Prairie | 320-533-0706 | lppw205@yahoo.com



WASTEWATER TREATMENT FACILITIES

Bolton & Menk has provided wastewater planning, design, and construction engineering services for more than 150 wastewater treatment facilities. We have provided engineering services to many wastewater treatment clients, as listed below.

- Albert Lea, Minnesota
- Amboy, Minnesota
- Annandale-Maple Lake-Howard Lake, Minnesota*
- Albert Lea, Minnesota
- Appleton, Minnesota
- Arlington, Minnesota*
- Austin, Minnesota
- Belmond, Iowa
- Belview, Minnesota
- Bemidji, Minnesota
- Big Lake, Minnesota
- Blue Earth, Minnesota
- Buffalo, Minnesota
- Butterfield, Minnesota
- Cactus, Texas
- Calmar, Iowa
- Cedar Lake Sanitary Sewer District - Chambertain, South Dakota
- Chandler, Minnesota
- Clara City, Minnesota
- Cherokee, Iowa
- Claremont, Minnesota
- Clarissa, Minnesota
- Cleveland, Minnesota
- Cologne, Minnesota
- Cornfrey, Minnesota
- Courtland, Minnesota
- Darwin, Minnesota
- Dassel, Minnesota
- Delavan, Minnesota
- Dumont, Minnesota
- Dunnell, Minnesota
- East Bethel, Minnesota
- Eden Valley, Minnesota
- Fairfax, Minnesota
- Fairmont, Minnesota
- Faribault, Minnesota
- Franklin, Minnesota
- Frost, Minnesota
- Fulda, Minnesota
- Gaylord, Minnesota
- Glacial Lakes Sanitary Sewer and Water District - Hector, Minnesota
- Holloway, Minnesota
- Houston, Minnesota
- Iowa Great Lakes Sanitary District - Jackson, Minnesota
- Janesville, Minnesota
- Jordan, Minnesota
- Kandiyohi, Minnesota
- Lake Crystal, Minnesota
- Lake Henry, Minnesota
- Lake Lillian, Minnesota
- Lakefield, Minnesota
- Lanesboro, Minnesota
- Lime Springs, Iowa
- Lamberton, Minnesota
- Lansing, Minnesota
- Le Center, Minnesota
- Le Mars, Iowa*
- Le Sueur County, Minnesota
- Le Sueur, Minnesota
- Litchfield, Minnesota
- Long Prairie, Minnesota
- Lucan, Minnesota
- Madelia, Minnesota
- Mankato, Minnesota*
- Marshall, Minnesota*
- Medford, Minnesota
- Milford, Iowa
- Montevideo, Minnesota
- Monticello, Minnesota
- Montrose, Minnesota
- Moose Lake-Windemere, Minnesota
- Morris, Minnesota
- Morristown, Minnesota
- Morton, Minnesota
- Mountain Lake, Minnesota
- New Auburn, Minnesota
- New Germany, Minnesota
- New Prague, Minnesota**
- New Richland, Minnesota
- New Ulm, Minnesota*
- Nicollet, Minnesota
- North Mankato, Minnesota
- Northfield, Minnesota**
- Northwood, Iowa
- Norwood Young America, Minnesota****
- Olivia, Minnesota
- Osakis, Minnesota
- Paynesville, Minnesota
- Pemberton, Minnesota
- Pennock, Minnesota
- Perham, Minnesota
- Pipestone, Minnesota
- Postville, Iowa
- Redwood Falls, Minnesota
- Renville, Minnesota
- Sacred Heart, Minnesota
- Searles, Minnesota
- Sherburn, Minnesota
- Shoreview, Minnesota
- Spring Hill, Minnesota
- Sioux Center, Iowa
- Springfield, Minnesota
- St. James, Minnesota
- St. Peter, Minnesota**
- Staples, Minnesota
- Trimont, Minnesota
- Truman, Minnesota
- Tyler, Minnesota
- Upper Sioux Community
- Vermillion, Minnesota
- Wabasso, Minnesota
- Walnut Grove, Minnesota*
- Watertown, Minnesota
- Waterville, Minnesota
- Watkins, Minnesota
- Webster City, Iowa
- Welcome, Minnesota
- Wells-Easton-Minnesota Lake, Minnesota
- Windom, Minnesota*
- Winsted, Minnesota
- Winnebago, Minnesota
- Zumbrota, Minnesota

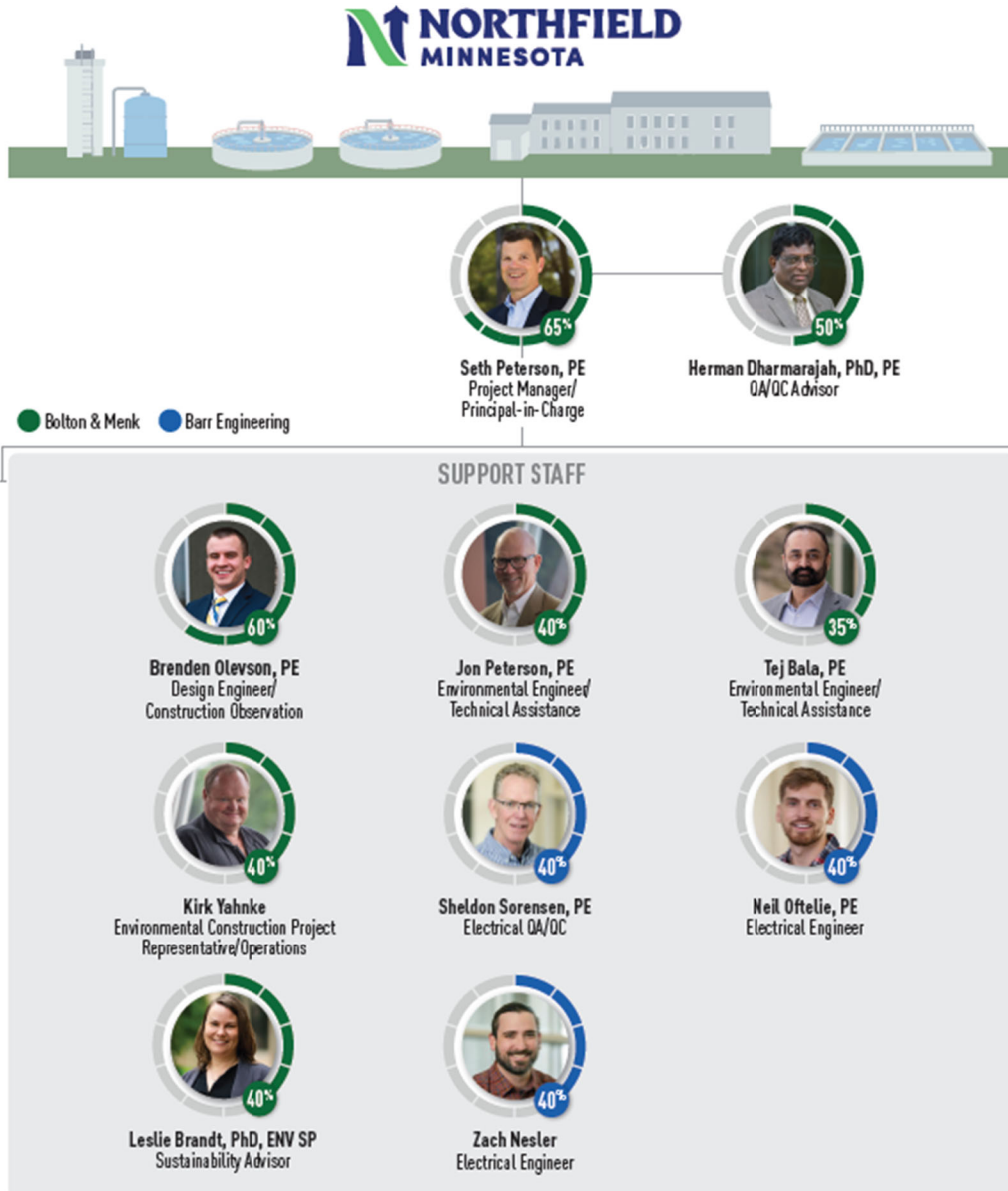
* = Multiple treatment facilities
BOLD = BAF facilities (** current BAF design project)





ORGANIZATIONAL STRUCTURE

We know the City of Northfield and the Wastewater Treatment Plant. We are familiar with the project area and we understand the community concerns. Our team will operate as an extension of Northfield's staff—taking your point of view and promoting your goals. Choosing us will help you avoid the awkward transition stage of getting an unfamiliar consultant up to speed. Project team member bios are on page 8 and full résumés are available upon request.





KEY PERSONNEL

The project team is identified below, and no substitutions or changes to assigned personnel will be made without prior approval from the City.



SETH PETERSON, PE

Project Manager | Principal-in-Charge
Seth will provide overall leadership, technical oversight, and accountability to ensure the project is delivered efficiently, collaboratively, and in alignment with the City's goals from

planning through completion.

Seth has over 20 years of experience with the City of Northfield, including leading WWTP projects and construction observation, with in-depth knowledge of staff, processes, and facility history to guide effective project delivery.



BRENDEN OLEVSON, PE

Design Engineer | Construction Observation

Brenden will support preparation of design plans and specifications and provide on-site construction observation to verify that work,

materials, and progress conform to project requirements and standards.

Brenden is a water/wastewater project engineer who supports planning, design, and construction of facility projects, including data collection, analysis, reporting, site visits, and construction observation.



HERMAN DHARMARAJAH, PhD, PE QA/QC Advisor

Herman will use his vast wastewater treatment facility experience to provide QA/QC for the project and be a valued technical advisor.

Herman is a water/wastewater practice expert with decades of experience leading design, management, and construction of treatment facilities, including Minnesota's first reverse osmosis plant. He provides technical leadership, supports staff, and has led nationwide studies and pilot testing to improve water quality and reduce contaminants.



TEJ BALA, PE

Environmental Engineer | Technical Assistance

Tej will provide environmental engineering support including permitting coordination, regulatory compliance, and technical guidance

throughout the design process.

Tej is a registered water/wastewater project manager and Class B Minnesota Water Operator with extensive experience leading municipal and industrial water/wastewater projects from planning through construction. He specializes in designing treatment facilities that meet regulatory requirements while exceeding client expectations.



KIRK YAHNKE Environmental Construction Project Representative | Operations

Kirk will provide design review and operational input. He has been involved in every BAF facility Bolton & Menk has completed and is

familiar with the Northfield facility and staff

Kirk is a senior construction project representative and wastewater operator with extensive experience in inspection, start-up, and quality control of environmental projects. Since 1985, he has supported municipal and industrial water and wastewater facilities, including pilot testing and pretreatment inspection, while working closely with clients during project start-up.



JON PETERSON, PE

Environmental Engineer | Technical Assistance

Jon led the original design of the Northfield Wastewater Treatment Plant more than 20 years ago and designed the more recent UV

disinfection upgrades. He will leverage this experience to provide technical guidance throughout the design process.

Jon is a senior water/wastewater project manager and registered professional engineer with extensive experience leading design, construction, and administration of water and wastewater systems. Since 1985, he has supported treatment facilities, collection systems, and distribution infrastructure through design, inspection, and construction oversight.



LESLIE BRANDT, PhD, ENV SP
Sustainability Advisor

Leslie will serve integrate best management practices and align project improvements with the City's Climate Action Plan to support long-term, resilient wastewater infrastructure.

Leslie is a sustainability and resiliency leader with extensive experience in climate adaptation, natural resource management, and strategic program delivery, recognized for building partnerships, leading teams, and advancing data-driven, equitable solutions.



NEIL OFTELIE, PE
Electrical Engineer

Neil will lead the electrical design and coordination of power, controls, and instrumentation systems to support wastewater treatment plant upgrades,

including integration with utilities, equipment, and plant operations. Neil has more than nine years of experience electrical distribution, lighting, controls, and instrumentation for municipal and industrial facilities, pumping and treatment systems with motor controls, panels, drives, standby power, PLCs, and SCADA.



SHELDON SORENSON, PE
Electrical QA/QC

Sheldon will lead quality control for electrical systems, overseeing design accuracy and ensuring installation of generator and electrical components meets project specifications and performance requirements.

Sheldon has worked with the Bolton & Menk team on numerous projects for more than 25 years. He has in-depth knowledge and hands-on experience with the City's generator and switchgear, which will be essential to the design process. Sheldon has more than 30 years of experience in the design and construction of power generation, power distribution, and real-time process controls and instrumentation for municipalities and industries, including work at more than 300 water treatment plants, wastewater treatment plants, and large pumping stations.



ZACH NESLER
Electrical Engineer

Zach will support electrical system planning and analysis, including power distribution, controls, and SCADA systems for wastewater treatment improvements, ensuring reliable design, coordination, and compliance with project requirements.

Zach has 18 years of electrical engineering experience in power distribution, motor controls, and SCADA systems, designing power and control systems for municipal and industrial facilities, supported by advanced power analysis.



SOLUTION DRIVEN

There is no such thing as a one-size-fits-all solution. We recognize that every project and client is unique and we treat them that way.



PROJECT APPROACH | WORK PLAN

PROJECT APPROACH

PROJECT COMMUNICATION

Engaging City stakeholders early in the process is essential for a successful project. We believe two-way communication of ideas is a fundamental and often overlooked element in the development and evaluation of engineering solutions. For this reason, Bolton & Menk continually welcomes our client's input throughout all project phases, similar to how we have communicated with the City on previous projects. **Seth Peterson**, our project manager, will be the communication link between Bolton & Menk and the City of Northfield. Actively involving the project manager in day-to-day project tasks streamlines the communication process and facilitates higher levels of project success, client satisfaction, and project effectiveness.

We worked on the most recent project at Northfield's WWTP and we have worked on wastewater treatment projects in numerous communities; our communication approach has contributed to the successful completion of these projects. Critical information will be communicated in a timely and proactive manner, including information related to progress status, schedule, technical findings, stakeholder contacts, and costs. We are committed to maintaining excellent communication with the City of Northfield.

All meetings will use appropriate and adequate consultant staffing, suitable graphics and presentation materials, meeting documentation such as notices and minutes, and distribution of information using alternative and multimedia tools and formats. Communication will be the responsibility of our project manager and emphasized and encouraged among project personnel. Our team will be managed as an extension of Northfield staff, allowing open lines of communication throughout the course of the project.

WORK PLAN

The City of Northfield can be assured that Bolton & Menk and Barr will provide superior project development, exceptional project design, and outstanding project construction stage services in a timely and cost-effective manner. The detailed work plan on the following pages is outlined by tasks addressing all elements of the RFP. Please see page 13 for our detailed schedule.



PROJECT INITIATION

We expect an initial project kickoff meeting with City staff members and key project team members. The purpose of this meeting is to

- Receive input from staff
- Review existing facility plan and proposed scope of work
- Review and discuss project procedure details
- Review and discuss project schedules
- Adjust work plan to meet City needs

This meeting sets the stage for the coordination and communication that will take place with City staff members throughout the project. Bolton & Menk has a strong history in understanding the challenges facing the Northfield WWTP and can assist the City in developing the best strategy to meet those challenges.

As part of our work, we intend to complete the following major items from the RFP:

- No topographic survey needed as all of the work takes place in existing buildings or we already have the survey as part of a past project
- Design of the following major items:
 - Two new fine screens
 - New grit removal system
 - Three new process centrifugal, submersible pumps
 - Replacement of primary process piping from the pumps to the existing valves
 - Replacement of two 30-inch backwash header valves and actuators and associated controls work
- Replacement of generator and associated switch gear
 - New stationary generator in weatherproof outdoor enclosure
 - New outdoor service entrance switchgear with main and generator circuit breakers, automatic transfer switch, power monitor, and feeder breakers to match existing load distribution
- Complete design and bidding process for the items listed above
- Complete construction services including project close-out for the items listed above

The RFP does not specifically address lighting replacement in the pretreatment and primary process areas. Because lighting is typically updated alongside equipment replacements, we will discuss this with the City at the kick-off meeting and can provide these services for an additional fee.

A key item to figure out through the design process will be how to keep two process pumps in operation during construction. We know this is a critical item that needs to be discussed and thought through during the design phase.



Our current assumption is that the main service and distribution panel will remain outdoors, likely within weatherproof switchgear, with a separate generator installed nearby. Alternatively, we could evaluate constructing a new building—either site-built (brick/mortar) or a prefabricated building—to house the service entrance and distribution panel; however, these options would require additional engineering fees.

Another critical item to work through will be the replacement of the generator and associated switchgear. Keeping the site powered at all times is critical and Bolton & Menk and Barr will develop a plan to ensure continuous power at the WWTP which may require multiple generators and different staging of the work. The project team from Barr includes **Sheldon Sorenson** who has direct experience and knowledge of the generator and switchgear. This knowledge will be critical for successful replacement of these items. We will engage the City through this process to ensure the staff is comfortable with the proposed plan.

The City has traditionally used Automatic Systems Control (ASC) for control/Supervisory Control and Data Acquisition (SCADA) integration work. While there isn't significant SCADA/control work, we will engage ASC during the design process to make sure we are working through the critical design items such as ensuring we have two process pumps in operation at all times and especially working with them as we figure out the generator and main switch gear replacement. Working with ASC during the design phase will make the construction phase smoother.

Following completion of the project initiation meeting, Bolton & Menk will begin the design process to meet the project schedule discussed as part of the project initiation. The project is only replacing existing equipment with similar equipment so no Natural Pollutant Discharge Elimination System (NPDES) permit modification should be required. Regardless, we plan to submit the plans and specifications to the Minnesota Pollution Control agency (MPCA) for their review. This step is noted in the design services process below.

TASK 1: DESIGN SERVICES

- Develop design criteria
- Finalize equipment list
- Develop specifications
- Develop instrumentation and controls input/output list
- Develop panelboard schedule
- Develop cable and conduit schedule
- Develop civil plans, sections, and details
- Develop process plans, sections, and details
- Develop electrical plans, sections, and details
- Coordinate and facilitate two design review meetings during the design process (60% and 95% or as deemed necessary during design process)
- Develop electrical site and grounding plan
- Develop single-line diagrams
- Develop electrical schematics
- Develop MCC layout

- Develop functional descriptions
- Develop field instrumentation details
- Develop 60% review plans and cost opinion
- Develop 95% review plans and cost opinion
- Submit plans and specifications to the MPCA
- Present final project to City

Throughout the design process we will use our internal staff to conduct a review of the plans and specifications. Specifically, we will engage our operations staff to review for operational flexibility and ease of operation and maintenance.

A critical design component is figuring out how to complete the generator replacement as the generator enclosure also includes the main switchgear for the facility. Coordinating the removal of the existing generator is critical in order to always keep the plant with power. We will include language that requires the contractor to keep the facility continually powered with backup generator(s). Another critical component is to ensure that the City always has two process pumps in operation as the process pumps feed the BAF system.

TASK 2: BIDDING ADMINISTRATION

The following items are necessary steps to successfully bid and award a project of this magnitude.

- Gain council approval of plans and specifications
- Get MPCA approval of plans and specifications
- Advertise for bids (consultant to prepare ad for bids, City to advertise)
- Distribute plans and specifications to plan holders
- Answer bidder questions
- Prepare necessary addenda (City to distribute)
- Coordinate and facilitate pre-bid conference for interested bidders
 - It is strongly recommended to conduct a pre-bid meeting for this project to allow contractors to become familiar with the project parameters, especially for the generator and switchgear work
- Attend bid opening
- Evaluate bids for completeness
- Prepare and provide bid evaluation and recommendation

To accommodate the City's budget, we can structure the bid form with various add alternates to include items not part of the original scope. This will allow the City to meet budget constraints.





TASK 3: CONSTRUCTION SERVICES

The following construction services are based on a construction schedule from notice to proceed to project completion:

- Prepare notice of award
- Prepare contracts to be signed by contractor and owner
- Prepare notice to proceed
- Conduct pre-construction meeting
- Provide surveying control in conjunction with contractor
- Provide 200 hours of submittal review (10 hrs/week for 20 weeks)
- Provide 200 hours of project manager construction administration (10 hrs/week for 20 weeks)
- Provide 300 hours of construction observation (10 hrs/week for 30 weeks)
- Observer conduct weekly construction meetings
- Project manager conduct monthly construction meetings
- Provide monthly updates to city staff and council through a memorandum
- Provide monthly updates to MPCA engineering staff
- Review and approve shop drawings
- Provide digital access to shop drawings by owner
- Provide PLC enclosure and layouts
- Provide V/O drawings
- Provide wiring diagrams
- Provide control panel layouts
- Coordinate systems integrator to provide terminal screen layouts
- Address all construction questions
- Prepare and distribute any field orders and work change directives
- Review and recommend payment of partial pay requests

- Coordinate materials testing
- Assist City staff with interim operations of wastewater plant
- Ensure equipment checkout is completed by contractor
- Attend equipment training
- Review for substantial completion

The schedule for construction and number of hours is taken directly from the RFP. We anticipate that construction will need to be longer than one year to accommodate current delivery schedules for equipment, controls, etc. We will work with the City on the schedule and adjust hours as necessary.

TASK 4: PROJECT CLOSEOUT

Contract closeout is one of the most important phases of a successful project. It is necessary to clearly communicate between the engineer, owner, and contractor to set and uphold expectations to finish the project.

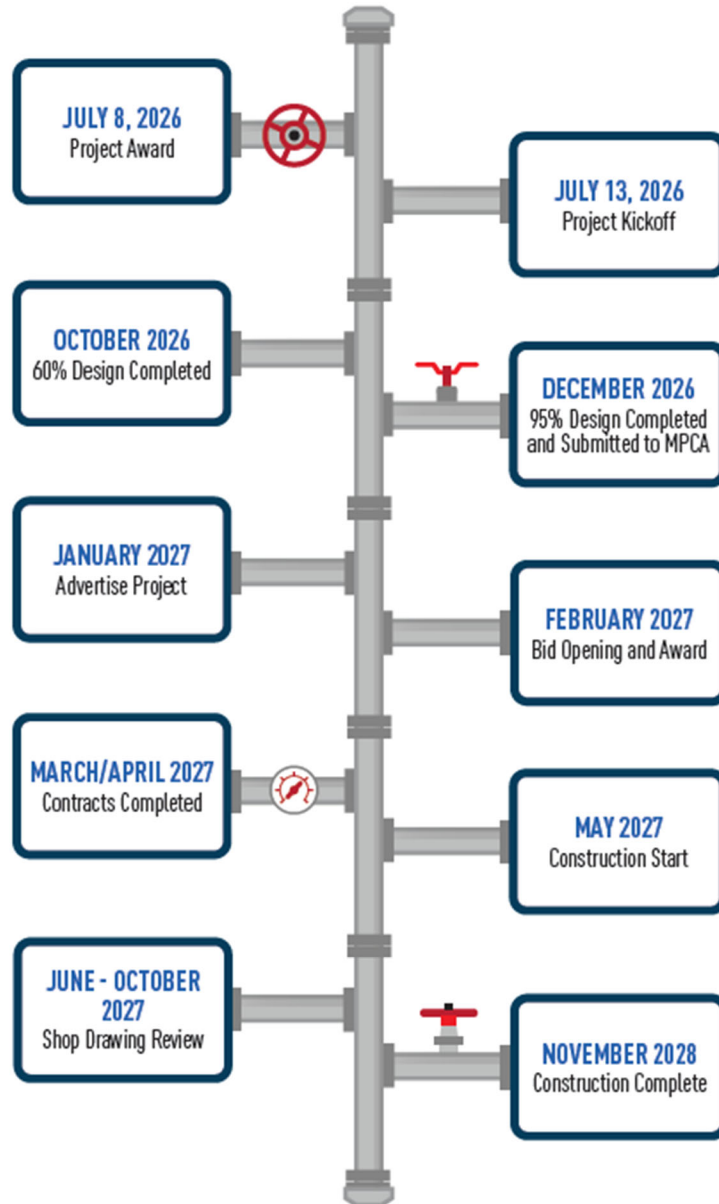
- Direct contractor to finish project completion list
- Verify required spare parts have been received
- Prepare facility operation and maintenance manual—for newly designed portions of wastewater treatment plant only
- Review and compile equipment operations and maintenance manuals for new equipment
- Provide two hard copies (if desired) and one PDF of full operation and maintenance manual
- Complete as-built drawing
- Provide PDF copies of as-built
 - Hard copies provided as desired
- Review and certify final pay request and contractor close-out documents





SCHEDULE

We have developed a schedule detailing the anticipated work tasks, task relationships, critical path timeline, deliverable due dates, and completion dates. This schedule is based on our review of the project background, description, and scope of services included in the RFP and our experience on other similar projects. The City will support the project schedule by providing timely reviews, decisions, and coordination. Upon selection, Bolton & Menk will work closely with City staff and project partners to refine and update the schedule as needed to support successful project delivery.





COST

The following tables summarize the hours and cost breakdown for each major work task item. The estimated fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise noted, the fees include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

Our construction phase fees are based on the hours outlined in the RFP; however, given the complexity of the bypass pumping and the generator and switchgear replacement, we anticipate that additional effort may be required. These critical components will demand careful attention to minimize disruptions to facility staff and ongoing operations. If selected, we will collaborate closely with the City to ensure appropriate staffing and coverage are in place to support the construction phase.

Bolton & Menk will provide the scope of services as described for a total fee of \$329,890. We will bill work following our standard hourly billing rates and will not exceed our estimate without prior authorization from the City.

Client: Northfield, MN Project: Wastewater Treatment Plant Improvements		Bolton & Menk, Inc.											Total Hours	Total Cost
Task No.	Work Task Description	Project Manager/Principal-in-Charge	QA/QC Advisor	Design Engineer	Technical Assistance Engineer	Construction Specialist	Electrical Engineering QA/QC	Electrical Engineer	Sustainability	Administrative Assistant	Design Technician			
1.0	Design	48	14	128	36	10	35	306	24	11	64	676	\$144,870	
2.0	Bidding Administration	6	0	20	4	0	5	24	0	13	4	76	\$15,060	
3.0	Construction Services	190	0	380	20	0	5	114	8	0	0	717	\$160,390	
4.0	Project Closeout	4	0	26	0	4	0	0	0	8	8	50	\$9,570	
	Total Hours	248	14	554	60	14	45	444	32	32	76	1519		
	Average Hourly Rate	\$290.00	\$330.00	\$195.00	\$275.00	\$195.00	\$250.00	\$200.00	\$205.00	\$110.00	\$210.00			
	Subtotal	\$71,920	\$4,620	\$108,030	\$16,500	\$2,730	\$11,250	\$88,800	\$6,560	\$3,520	\$15,960			
	Total Fee												\$329,890	



EXCEPTIONS AND DEVIATIONS

The RFQ includes topographic survey services as part of the project scope. Based on our understanding of the project and available existing information, we anticipate that additional topographic survey efforts may be limited or not required to complete the proposed improvements. We will confirm survey needs in coordination with City staff at project kickoff and, if necessary, refine the scope to include targeted survey work to support design and construction. This approach aligns survey efforts with project needs while maintaining efficiency and cost control.



ADDITIONAL INFORMATION

Optional Enhancement: Climate Vulnerability Assessment and Adaptation Strategies

As an optional enhancement, we can develop a comprehensive vulnerability and risk assessment with associated adaptation strategies for the Northfield WWTP using the American Water Works Association (AWWA) M71 Climate Action Plans framework. This effort will evaluate climate hazards and other natural risks, assess the vulnerability of critical assets, and identify practical design and operational strategies to improve system resilience and reduce long-term risk.

Task 1: Existing Conditions and Critical Asset Identification

We will develop an understanding of the wastewater treatment facility and its key system dependencies relevant to climate risk. The team will review available documentation, including the Facility Study Update, asset inventories, and capital plans, and will identify and characterize critical infrastructure components, including pretreatment systems, process lift pumps, primary process piping, and standby power systems. Asset criticality will be evaluated based on operational importance, regulatory compliance, and redundancy requirements needed to maintain continuous plant operations during construction and future conditions.

Task 2: Climate Hazard Evaluation

We will identify and characterize climate-related hazards that may affect facility operations and the performance of planned upgrades. The team will compile and review available climate data and projections for Northfield and evaluate hazards such as flooding, extreme precipitation, and temperature extremes. The assessment will specifically consider how these hazards could affect screening systems, grit removal, pump performance, piping reliability, and standby power operation.

Task 3: Vulnerability and Risk Assessment

We will evaluate the vulnerability of critical assets and planned improvements to identified climate hazards and prioritize risks. A screening-level assessment will be conducted using a structured framework that considers exposure, sensitivity, and adaptive capacity. The analysis will focus on maintaining continuous operations, including redundancy for pumps and standby generator availability, and minimizing risks to treatment performance and regulatory compliance. One 1-hour virtual staff workshop will be facilitated to validate findings and confirm priorities.

Task 4: Adaptation Strategy Development

We will identify and evaluate strategies to reduce risk and improve resilience, with a focus on integration into ongoing design. Strategies will include protective measures for pretreatment equipment, pump and piping reliability enhancements, and generator resilience and redundancy considerations.

Each strategy will be evaluated for feasibility, effectiveness, and relative cost and aligned with planned design elements and construction sequencing requirements.

Task 5: Design Recommendations and Final Deliverables

This task will develop a clear, actionable roadmap to support integration of resilience measures into project development, design, and construction. Recommendations will be aligned with the project schedule, including 60 percent and 95 percent design submissions, permitting, and construction phases. The final plan will identify priority improvements that can be incorporated into design plans, specifications, and cost estimates to support long-term system reliability and a 20-year design life.

Deliverable: Final Vulnerability Assessment and Adaptation Plan that includes:

- Facility conditions and critical assets
- Climate-related hazard analysis
- Vulnerability and risk assessment matrix with prioritized risks
- Adaptation strategies matrix with design and construction-ready recommendations

If the City is interested in pursuing this additional AWWA Climate Action Plan, we will work with the City to develop a fee estimate.





City of Northfield
Minnesota

Request for Proposals

Wastewater

Treatment Plant

Improvements

Justin Wagner
Utilities Manager

1101 College Street
Northfield, Minnesota 55057

507-645-3083

Justin.Wagner@ci.northfield.mn.us

INTRODUCTION

The City of Northfield ("City") is requesting professional consulting services related to the 2026 Wastewater Treatment Plant Pretreatment, Primary Treatment and Generator Project. The City is seeking a proposal for Project Development, Project Design and Project Construction Phase Services. The project is scheduled for 2026.

The City of Northfield owns and operates a Wastewater Treatment Plant ("WWTP") that was majorly upgraded in 2001. The WWTP provides treatment for the cities of Northfield and Dundas as well as both St. Olaf and Carleton Colleges. It has an Average Wet Weather design of 5.2 million gallons per day with an average 2.03 million gallons per day in 2025. In 2021, the City Council adopted a Wastewater Facility Study Update that recommended improvements to the WWTP. The City of Northfield would like to consider the second phase of upgrades for design and installation of the improvements at this time.

Inquiries about the engagement or the request for proposal should be addressed to:

Justin Wagner, Utilities Manager
Justin.Wagner@ci.northfield.mn.us
507-645-3083

There is no expressed or implied obligation for the City of Northfield to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, qualified firms must submit an electronic copy of their proposal by email to Justin Wagner, Utilities Manager at justin.wagner@northfieldmn.gov by 2:00 p.m. on June 17, 2026. The City of Northfield reserves the right to reject any or all proposals submitted.

The City of Northfield reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. Following a review of the proposals, a recommendation for award will be made by the Utilities Manager to the City Administrator or City Council. A final decision for award of the work may be made by the City Administrator or the City Council.

The City of Northfield reserves the right to retain all proposals submitted and to use any concepts and ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposing firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the written contract between the City of Northfield and the firm selected.

Tentative Project Schedule:

- May 22, 2026 Solicitation for proposals begins
- June 17, 2026 Proposal submittal deadline
- July 7, 2026 Council approve Contract with recommended firm
- July 8, 2026 Wastewater Treatment Plant Upgrades Project begins
- October 2026 60% Design Plans & Cost Estimate
- December 2026 95% Design Plans submitted to MPCA for Review
- January 2027 Design Completion and Bid

- February 2027 Award Bid
- 2027-2028 Construction

Goals and Objectives

The project shall complement City plans such as the Wastewater Treatment Facility Study Update and Climate Action Plan and have a thorough review and incorporation of the best management practices for a Wastewater Treatment Plant. The project improvements shall provide the wastewater treatment plant with upgrades to last the design life of 20 years and meet the future growth plans of the City.

Scope of Services Requested

The City is requesting a professional consultant services related to the 2026 Wastewater Treatment Plant Pretreatment, Primary Treatment, and Generator Project included in the 2021 Facility Study Update (Appendix A). The City is seeking a proposal for Project Development, Project Design, and Projection Construction Phase Services. This project is scheduled for construction in 2026.

The WWTP Facility Study Update recommended upgrading its preliminary treatment, process lift pumps and standby generator. The preliminary equipment includes two Lakeside rotating drum screen systems and a Pista-Grit grit removal system. The process lift pumps include three non-clog submersible centrifugal pumps in a wet well. Each pump is rated at 3,615 gpm at 45 ft total dynamic head. Additionally, staff is recommending the replacement of the primary process piping based on recommendation from inspections of the primary process pumps. The piping should be replaced from the pumps in the wet well, through the tank wall and up to the valves. Two pumps will be required to always be operable while one is being replace. The WWTP standby diesel generator is a 1,500 kW Caterpillar generator and planned to be replaced with a similar generator. During the entire project, a standby generator will be required to be available for use to ensure plant operation. A more thorough look into each of the projects is described in the Facility Study Update. The City is recommending replacement of the primary process pumps piping that is associated with the primary process pumps. Additionally, two 30” backwash header valves and actuators are being recommended to be replaced as part of the project.

1. **Topographic Survey** – Perform a field control survey and develop horizontal and vertical control points at convenient intervals throughout the wastewater treatment plant improvements project and perform topographic survey of the wastewater treatment plant improvements project boundaries. This survey shall establish sufficient control to reestablish the street and sidewalk within project area.
 - 1.1. The Consultant shall perform a full topographic survey on the Wastewater Treatment Plant’s property.
2. **Design** – The successful consultant shall design a full set of approved plans including the following but not limited to:
 - 2.1. Existing Plans – Using topographic information, prepare base plans showing:
 - 2.1.1. Locations and elevations of all physical features.
 - 2.1.2. Existing profiles.
 - 2.2. Preliminary and final design plans and specifications – Prepare plans and specifications.
 - 2.2.1. Profiles –set the profiles for the project.

- 2.2.2. Layout and elevations for all new and replacement pavement areas.
- 2.2.3. Removals – develop a removals plan for all portions of the project.
- 2.2.4. Utilities (electric, gas, telephone, cable TV) – All utilities should be coordinated to allow adequate time for relocations if necessary. Working with City staff, utilities should be shown based on information provided by utility companies and marked in the field. Internal utilities shall be coordinated with City staff to be located.
- 2.2.5. Engineer to design an erosion control plan for the project.
- 2.3. Prepare contract documents - the consultant selected will prepare contract documents based on the City's standards.
- 2.4. Submit to City for review and approval.
 - 2.4.1. 60% Plan, Specification, Cost Estimate and Meeting with Staff
 - 2.4.2. 95% Plan, Specification, Cost Estimate and Meeting with Staff
- 2.5. Obtain all required permits – The consultant selected will prepare and submit applications for all required permits. The City of Northfield will pay for all permit fees.
- 2.6. Prepare opinion of probable construction costs - The consultant selected will prepare an opinion of probable construction costs.
- 2.7. The consultant will produce copies of the plans and specifications for bidding purposes and distribute plans and specifications to potential bidders utilizing the consultant's bidding software. The consultant will maintain and provide a plan holders' list.
- 3. **Bidding Administration** – the following bidding administration will be required of the consultant selected:
 - 3.1. Advertisement for bids – The Consultant will prepare the advertisement for bids in the City of Northfield format and submit to the City of Northfield for the required publication submittal.
 - 3.2. Answer bidder's questions – The consultant will be required to answer all bidders' questions.
 - 3.3. Issue addenda, if required – The consultant will be required to prepare any addendums. The City will distribute addendums.
 - 3.4. Bid opening and tabulation – The consultant will open and tabulate bids.
 - 3.5. Prepare letter of award recommendation – The Consultant will prepare a letter of award recommendation.
- 4. **Construction Services**
 - 4.1. Construction Administration –The consultant will be required to:
 - 4.1.1. Attend preconstruction conference.
 - 4.1.2. Perform on-site review of project's work and status as needed.
 - 4.1.3. Attend progress meetings as needed.
 - 4.1.4. Approve shop drawings, material list reports and all information on material to be used for construction in accordance with the plans and specifications.
 - 4.1.5. It should be planned for a minimum of 10 hours per week for 20 weeks for submittal review.
 - 4.1.6. It should be planned for a minimum of 10 hours per week for 20 weeks of construction administration for the project manager.
 - 4.2. Field Staking
 - 4.2.1. Stake limits of construction.
 - 4.2.2. Stake for grading.

- 4.2.3. Stake alignment and grades for new storm sewer, sanitary sewer and watermain replacement and/or repairs.
- 4.2.4. Stake other facilities as necessary.
- 4.3. Construction Observation Support - The Consultant will provide construction observation and day-to-day project coordination. Task include but are not limited to:
 - 4.3.1. A minimum of ten hours per week for 30 weeks of on-site inspection services for all facets of the project
 - 4.3.2. Maintain good public relations with residents and/or property owners
 - 4.3.3. Maintaining a daily diary of construction activity
 - 4.3.4. Daily documentation of pay item
 - 4.3.5. Working with the Contractor and City Staff to prepare partial pay estimates
 - 4.3.6. Coordinate and documentation of materials testing requirements
 - 4.3.7. Documenting certification of materials
 - 4.3.8. Verify conformity of materials and construction outcomes conform specifically to MnDOT standards and requirements

5. Project Close-out

- 5.1. Conduct final review of project.
- 5.2. Obtain record information from field representatives.
- 5.3. Record drawings - The Consultant will prepare record drawings.

Proposal Form and Contents

The Consultant's submittal must contain and clearly identify the following elements.

A. Project Approach/Work Plan

A detailed explanation of the overall approach to be taken to complete the project along with a detailed work plan must be provided. The work plan must contain a description of each task to be performed, identify the interrelationships among the tasks, clearly identify major review and decision points and specify the deliverables and work products for each task. The work plan must address, at a minimum, each of the items outlined under Scope of Services Section in the RFP.

B. Consultant Qualifications / Profile

Include qualifications of the firm as it relates to design and construction services of a wastewater treatment plant upgrade, including previous experience with similar projects for cities or other units of government that operate a Biological Aerated Filtration (BAF) wastewater treatment plant. Additionally, consultant will have knowledge of replacement of a generator and operation of the cities electrical requirements.

C. Key Personnel

The Consultant shall provide the names, qualifications and resumes of key personnel that will be assigned to this work and identify the lead client service contact that will be responsible for the management and administration of a contract with the City. As the stated qualifications of the personnel to be assigned to the project will have bearing on the City's award of contract, no change in personnel assigned to the project will be permitted without approval of the City.

D. Organizational Structure

The proposal must include the organizational/project management structure identifying key project personnel, their roles and responsibilities and the time available for each individual to work on this project.

E. Project Schedule

The proposal must identify the major tasks and dates of accomplishment. The schedule must indicate tasks, which the Consultant anticipates, will be done by the City. Work on this project should be initiated within two weeks of March 15, 2022 and diligently performed thereafter. The schedule will be monitored by the City to evaluate the Consultant's performance on the project. Any deviation from the milestones as proposed by the Consultant shall be approved by the City.

Once a Consultant is selected, a kickoff meeting will be held where among other things; the schedule will be reviewed and adjusted as appropriate based on individual project tasks and input from the Consultant.

F. Cost

A detailed cost estimate for completing the project, broken down by task, personnel and hours must be provided. Please identify the personnel that correspond to each title in the cost estimate. The proposal must indicate the total cost and itemize each task for the project. The proposal should include hourly rates for specific professional services, including meeting and presentation costs. Payment of fees will be made every thirty days upon receipt of a progress report and an invoice itemizing services performed and hours worked. Any work identified as optional in the Scope of Services shall be listed separately from required work. A total cost for all work is required by the proposal.

G. Exceptions and Deviations

Any exceptions to the requirements in this RFP, including the language in the Contract Negotiations and Terms Section, must be included in the proposal submitted by the Proposer. Segregate such exceptions as a separate element of the proposal under the heading "Exceptions and Deviations."

H. Additional Information

Any other information that the Proposer believes to be pertinent, but not specifically asked for elsewhere in the RFP, may be included under the heading "Additional Information."

I. References

A listing of the names, addresses and telephone numbers of at least three (3) references for whom the respondent has completed wastewater treatment plant upgrades of similar size and scope.

SELECTION

Proposals that comply with the instructions set forth in this document will be evaluated by the City of Northfield. Proposals will be evaluated on the following criteria:

- Understanding of the work to be completed.
- Quality of the approach presented in addressing the issues identified in this RFP.
- Experience designing Biological Aerated Filtration (BAF) wastewater treatment plants.
- Experience in performing similar projects.
- Experience of individuals the Consultant will assign to this work.
- Firms work related to sustainability practices.
- Proposed cost.
- The ability to perform the work within the specified time.
- Proposed schedule for completing the work.

The City reserves the right to accept or reject any or all proposals received, in whole or in part. At its discretion, the City of Northfield may choose to waive immaterial deviations from the RFP instructions. If necessary, a short list of Consultants will be called for an interview. Selection of a Consultant is expected in March 2022. The Consultant selection may require the approval of the City Council.

This RFP does not commit the City of Northfield to enter into a contract, nor does it obligate the City of Northfield to pay for any costs incurred by the Consultant in the preparation and submission of proposals or in anticipation of a contract.

CONTRACT NEGOTIATION AND TERMS

A. Negotiations and Contract Execution

Upon completion of the evaluation process, the City of Northfield will enter into negotiations with the responder(s) whose proposal offers the best solution and best value possible, as determined in the evaluation process.

This project will have an executed contract between the Consultant and the City. The City reserves the right to negotiate the final terms and conditions of the contract to be executed. Should the City and a Consultant be unable to mutually agree upon the entire contract, the City reserves the right to discontinue negotiations, select another Consultant or reject any or all proposals. The City reserves the right to negotiate with more than one Consultant simultaneously. Upon completion of negotiations agreeable to the City and Consultant, a contract shall be executed.

B. Contract Terms

1. Contract Terms are outlined in Appendix B.

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES



CERTIFICATE OF LIABILITY INSURANCE

12/31/2026

DATE (MM/DD/YYYY)
1/20/2026

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

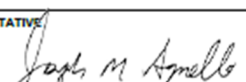
PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Zurich American Insurance Company			16535
INSURER B: American Guarantee and Liab. Ins. Co.			26247
INSURER C: Continental Casualty Company			20443
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 22568605 REVISION NUMBER: XXXXXXXX

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLO 1340010-00	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BAP 1340009-00	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	SXS 1340013-00	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 1340011-00	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROF / POLL LIABILITY E&O \$50K SIR	N	N	AEH14019718	12/31/2025	12/31/2026	\$15,000,000 PER CLAIM \$15,000,000 AGG LIMIT RETRO DATE: 12/31/1997

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
CERTIFICATE HOLDER, CITY OF NORTHFIELD, IS ADDITIONAL INSUREDS ON A PRIMARY AND NON-CONTRIBUTORY BASIS ON GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR NON-PAYMENT OF PREMIUM, INSURER(S) WILL SEND 10 DAYS NOTICE OF CANCELLATION TO CERTIFICATE HOLDER.

CERTIFICATE HOLDER 22568605 CITY OF NORTHFIELD 801 WASHINGTON STREET NORTHFIELD, MN 550572598	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 
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ACORD 25 (2016/03)

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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/work under this Contract, provided that under no circumstances shall CONSULTANT's total charges to CITY, including expenses, exceed \$329,890.00 ("maximum price"), unless such charges in excess of the maximum price are authorized in writing by the Public Work 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 Public Work Director/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 Work 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 Work Director/City Engineer.