

CONSULTANT SERVICE CONTRACT

This Contract (the “Contract”) is made this 15th day of April, 2025, 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, 1960 Premier Drive, Mankato, MN 56001 (“CONSULTANT”); (collectively the “PARTIES”).

WHEREAS, CITY requires certain professional services in conjunction with the Spring Street and Fremouw Avenue Railroad Crossing 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

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: \$2,000,000 – per occurrence; \$4,000,000 – 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, October 31, 2026, 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:

Brian Hilgardner
Principal Engineer
12224 Nicollet Avenue
Burnsville, MN 55337
Phone: 952-890-0509
Email: Brian.Hilgardner@bolton-menk.com

- D. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- E. **Electronic/Digital Data.** Because of the potential instability of electronic/digital data

and susceptibility to unauthorized changes, copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data, which is specifically identified as a Project deliverable by this Contract, or except as otherwise explicitly provided in this Contract, all electronic/digital data developed by CONSULTANT as part of the Project is acknowledged to be an internal working document for CONSULTANT's purposes solely and any such information provided to CITY shall be on an "as is" basis strictly for the convenience of CITY without any warranties of any kind. In the event of any conflict between a hard copy document and the electronic/digital data, the hard copy document governs. The electronic/digital data shall be prepared in the current software in use by CONSULTANT and is not warranted to be compatible with other systems or software.

- F. **Opinions or Estimates of Construction Cost.** Where provided by CONSULTANT as part of Exhibit 1 or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of CITY and CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. CITY acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.
- G. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT 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: 4/1/2025

Title: Principal Engineer

Print Name: Brian Hilgardner

CITY OF NORTHFIELD:

By: _____
Erica Zweifel, 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:

Request for Proposals

City of Northfield, MN

2026 Spring Street and Fremouw Avenue Railroad Crossing Improvements Project

STRT2026-A86

February 14, 2025

I. Introduction

The City of Northfield is requesting professional consulting services for the 2026 Spring Street and Fremouw Avenue Railroad Crossing Improvements Project. These projects will include roadway safety improvements at the Railroad crossing that will lead to a future Railroad Quiet Zone along this corridor. Below is a brief explanation of the proposed construction for each project segment. (See attached map)

1. Project Areas and Descriptions – Spring Street Road Closure and Second Street Railroad Improvements

This portion of the project will include the closure of the exiting intersection to allow for the implementation of a Railroad Quiet Zone. It is anticipated to install a cul-de-sac/hammerhead turnaround on Spring Street just north of the Second Street and Spring Street intersection, and close off access to Second Street at the Railroad Crossing. This project is anticipated to include extensive coordination with the railroad for permitting and construction. It is also anticipated for extensive coordination with adjacent property owners to acquire temporary and permanent easements for construction. Upon construction completion, the intersection should meet all guidelines for a future Quiet Zone implementation.

MnDOT will be updating the Railroad crossing gates/arms and controls in 2026 at this intersection as well as St. Olaf Avenue and Third Street.

2. Project Areas and Descriptions – Fremouw Avenue Railroad Crossing Improvements

This portion of the project will include roadway safety improvements at the railroad crossing. Upon construction completion, the intersection should meet all guidelines for a future Quiet Zone implementation. In addition, the trail on the south side of the road should be extended to Dresden Avenue.

Both project areas will utilize Chapter 475 of Minnesota Statutes as part of the financing arrangement for this project. The professional services of interest include following the process of Project Development prescribed under Chapter 475, including but not limited to the field topographic survey, and preparation of the detailed plans and specifications, including quantity take offs, and formal Bid Proposal. The plans shall be completed using AutoCAD Civil 3D. The Project

Item Management plans and specifications shall be developed using the City's One Office Software and bid utilizing the City's eGram website.

II. Scope of Work

The City is requesting proposals for the following engineering services related to the project.

1. **Topographic Survey** – Perform a field control survey and develop horizontal and vertical control points at convenient intervals throughout the roadway project and perform topographic survey of the roadway project boundaries. This survey shall establish sufficient control to reestablish the streets and proposed sidewalks/trails etc. within existing or proposed right-of-way.
2. **Design** – The successful consultant shall design a full set of bid-ready plans including the following but not limited to:
 - 2.1. Existing plans - Using topographic and right-of-way survey information, prepare a base drawing for all project areas including mill and overlay areas showing:
 - 2.1.1. Locations and elevations of all physical features
 - 2.1.2. Existing right-of-way
 - 2.1.3. Existing profiles
 - 2.2. Storm water pollution prevention plan – The consultant shall prepare an approved SWPPP for all project areas.
 - 2.3. Preliminary and final design plans and special provisions – Prepare plans and special provisions for the above-mentioned areas. Special provisions shall supplement City's standard construction documents.
 - 2.3.1. Alignment – Set the alignment of the new roadway/trail sections.
 - 2.3.2. Profiles – Set the profiles for the new road/trail sections.
 - 2.3.3. Cross sections – Create cross sections for the new road/trail sections.
 - 2.3.4. Removals – Develop a removals plan for all portions of the project
 - 2.3.5. Storm Drainage Design – New storm sewer will likely be needed. Careful consideration should be taken so that all storm drainage issues are addressed during this improvement project. Innovative storm water practices and BMP's should also be considered.
 - 2.3.6. Erosion control plan – The consultant will prepare an erosion control plan.
 - 2.3.7. 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.
 - 2.3.7.1. The consultant shall schedule and lead a minimum of two small utility meetings with small utility contractors detailing proposed utility conflicts that may arise from the proposed design. The Consultant will also facilitate the relocations of these utilities if such issues arise.

- 2.3.8. Signing and striping – The consultant will develop a signing and striping plan for all portions of the project.
- 2.3.9. Sidewalk/Trail design – The consultant will design proposed sidewalks/trails as indicated. These sidewalks/trails should be designed to meet all ADA requirements.
- 2.3.10. Intersection Design – The consultant will develop an intersection design plan for all project intersections on the project. This should also include ADA design of all pedestrian facilities to ensure compliancy with current ADA standards.
- 2.3.11. Landscape plans – The Consultant shall prepare landscape plans showing tree replacements throughout the project corridor on a 2:1 replacement ratio. The consultant will choose a minimum of ten tree species throughout the project.
- 2.3.12. Traffic control plans – The consultant will prepare a traffic control plan.
- 2.3.13. Phasing plan – The consultant will prepare a recommended phasing plan
- 2.3.14. Estimated quantities – The consultant shall estimate the quantities for all items associated with the Consultants design scope. These quantities should follow the most current MnDOT TRNS*PORT List.
- 2.4. Permanent and Temporary Easements – It is anticipated that the new roadway will require the acquisition of temporary and permanent easements. The consultant shall create new depictions and descriptions of all easements.
- 2.5. Prepare contract documents – The consultant will prepare special provision documents based on the City’s standards.
- 2.6. Submit to City for review and approval:
 - 2.6.1. 30% plan and layout to be used for early right of way coordination with property owners
 - 2.6.2. 60% plan, cost estimate, and meeting with staff
 - 2.6.3. 95% plan, specification, cost estimate, and meeting with staff
- 2.7. Obtain all required permits – The consultant shall prepare and submit applications for all required permits. Including but not limited to all railroad permits.
- 2.8. Opinion of probable construction cost – The consultant will prepare an opinion of probable construction costs.
- 2.9. The City will produce copies of the plans and specifications for bidding purposes and distribute plans and specifications to potential bidders utilizing the Cities One Office Software. The City will maintain and provide a plan holder’s list.

3. Railroad Coordination

- 3.1. Consultants should assume all responsibility for all coordination with the appropriate Railroad Authority for each project area. Items of importance include but are not limited to:
 - 3.1.1. Diagnostic Meeting
 - 3.1.1.1. Schedule meeting with Railroad and all other applicable agencies
 - 3.1.1.2. Log and distribute meeting minutes
 - 3.1.2. Any additional coordination meetings
 - 3.1.3. Railroad agreement preparation and execution

4. Bidding Administration – Limited bidding administration will be required.

- 4.1. Advertisement for bid – The City will prepare the advertisement for bids and submit it to the required publications.
- 4.2. Answer bidder questions – The consultant shall be required to answer all bidder questions
- 4.3. Issue addenda – The consultant shall prepare any required addenda. The City shall distribute the addenda.
- 4.4. Bid opening and Tabulation – The City shall open and tabulate bids
- 4.5. Letter of Award – The consultant shall prepare a letter of award recommendation

5. Construction Services

- 5.1. Construction administration – The consultant shall provide a full-time project manager for project coordination. Tasks include but are not limited to:
 - 5.1.1. Attend preconstruction conference.
 - 5.1.2. Perform on-site review of project's work and status as needed.
 - 5.1.3. Attend progress meetings as needed.
 - 5.1.4. Approve shop drawings, material list reports and all information on material to be used for construction in accordance with the plans and specifications.
 - 5.1.5. Consultant shall assume 12 weeks at 10 hours a week.
- 5.2. Field staking – The Consultant will provide field staking for all project areas for the following facilities:
 - 5.2.1. Stake limits of construction.
 - 5.2.2. Stake for grading.
 - 5.2.3. Stake alignment and grades for new storm sewer, sanitary sewer and watermain replacement and/or repairs.
 - 5.2.4. Stake alignment and grades for new curb and gutter.
 - 5.2.5. Stake alignment and grades for new retaining walls if applicable.
 - 5.2.6. Stake alignments and grades for new sidewalks.
 - 5.2.7. Stake locations for signage.
 - 5.2.8. Stake locations for striping.
 - 5.2.9. Stake other facilities as necessary.
- 5.3. Construction observation – The Consultant shall provide construction observation and day to day project coordination. Tasks include but are not limited to:
 - 5.3.1. Fulltime daily on-site inspection services for all facets of the project. Consultant shall assume 12 weeks at 45 hours per week when submitting.
 - 5.3.2. Maintain good public relations with residents and/or property owners.
 - 5.3.3. Maintain a daily diary of construction activity.
 - 5.3.4. Daily documentation of pay item quantities.
 - 5.3.5. Working with the contractor and City staff to prepare partial pay estimates.
 - 5.3.6. Coordination and documentation of materials testing requirements.
 - 5.3.7. Documenting certification of materials
 - 5.3.8. Verify materials and construction outcomes conform specifically to MnDOT, Railroad and City of Northfield requirements.

6. Project Close-out

- 6.1. Consultant shall conduct a final review of the project.
- 6.2. Obtain record information from the field representatives.

6.3. The consultant shall prepare as-built record drawings.

7. Testing Services

7.1. Testing services – The consultant shall submit a fee for testing services for all phases of the project. Services include, but not limited to:

7.1.1. Soil borings on all project areas

7.1.2. Field testing services for all facets of construction the meets MnDOT schedule for materials control

7.1.3. Pavement design based on R-values (where applicable).

8. Project Schedule

8.1. Proposals Due – March 7, 2025

8.2. City Council Proposal Award – April 1, 2025

8.3. ROW / Easement Acquisition – August 2025 – March 2026

8.4. Public Meeting – December 17, 2025

8.5. City Council Approve Plans and Specifications and Order Advertisement for Bids – March 3, 2026

8.6. Bid Opening – April 2, 2026 (Bid schedule subject to change based on easement acquisition)

8.7. Accept Bids and Award Contract – April 21, 2026

8.8. Construction – May – August, 2026

III. Goals and Objectives

The project shall provide the City of Northfield with streets listed being brought up to a condition with a service life of 30 years for all pavement reconstruction areas.

IV. Department Contacts

Prospective responders who may have questions regarding this Request for Proposals may call, email, or write:

Sean Simonson
Engineering Manager
801 Washington Street
Northfield, MN 55057
507-645-3049
Sean.Simonson@northfieldmn.gov

Or

David Bennett
Public Works Director/City Engineer
801 Washington Street
Northfield, MN 55057

507-645-3006
David.Bennett@northfieldmn.gov

Proposals shall be submitted no later than 2 PM, CST, on March 7, 2025

V. Proposal Contents

The following must be considered minimal contents of the proposal:

1. A restatement of the goals and objectives and the project tasks to demonstrate the responder's view and understanding of the project.
2. A detailed work plan identifying the work tasks to be accomplished within each phase, and the budget hours to be expended on each task.
3. Project team and experience of members proposed to be involved in the project.
4. A proposed schedule of the project.
5. Hourly rates for project staff

VI. Evaluation

All proposals received by the deadline will be evaluated by representatives of the City. Factors upon which proposals will be judged include, but are not limited to, the following:

1. An understanding of the project.
2. The firm's background in completing similar projects.
3. The qualifications of staff proposed to be involved with the project.
4. The ability to preform the work in the proposed schedule.
5. Proposed cost of engineering services.

VII. Selection

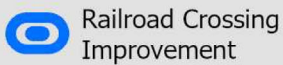
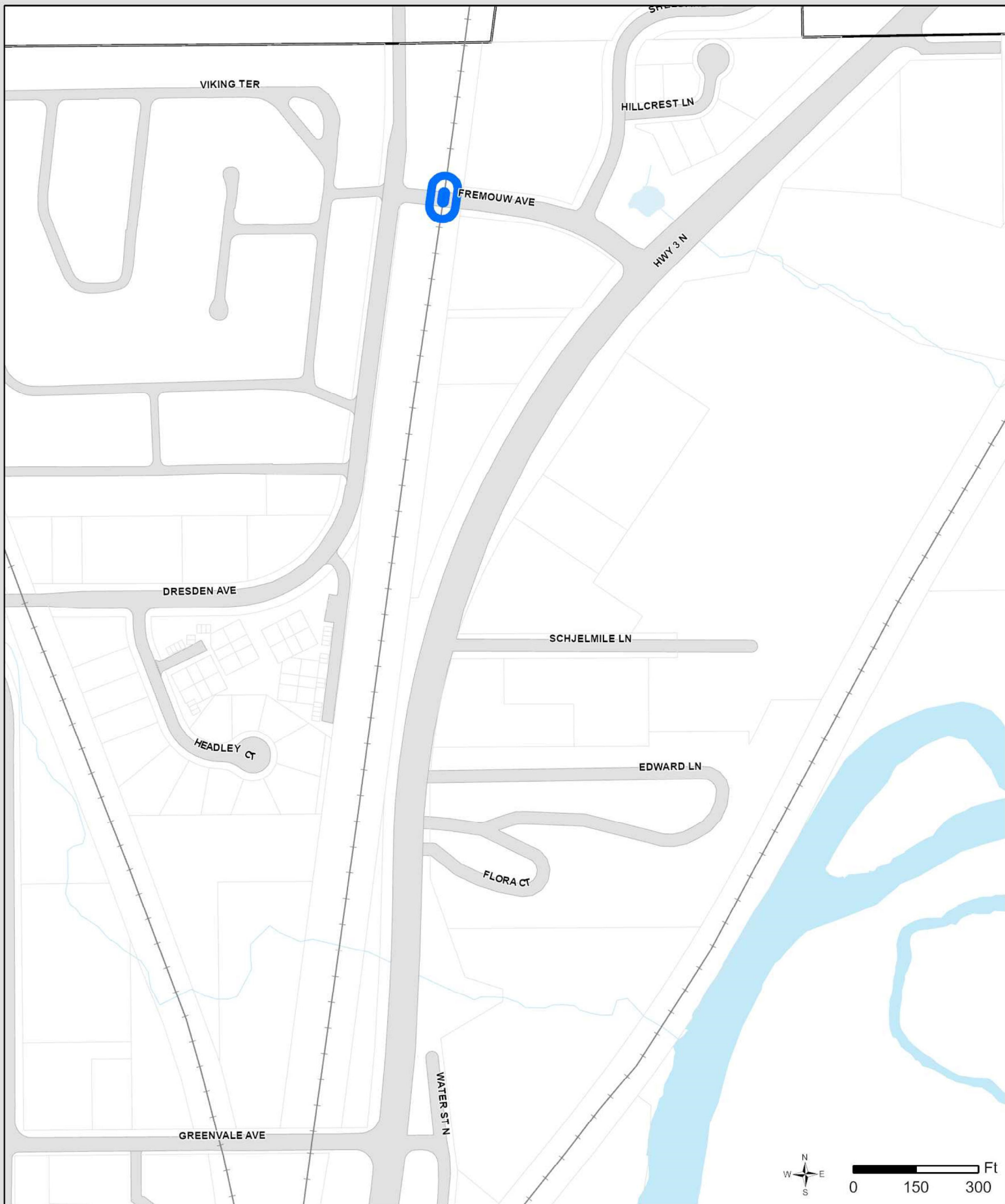
Selection of a consultant for this project will be based on the criteria noted above. Staff will review the proposals and identify the best-qualified consultant to preform the work. Staff will bring forward a recommendation to City Council for entering into a contract to perform the work.

VIII. Contract

Included is attachment 4, which is the City of Northfield's standard professional services contract. Respondents are to thoroughly familiarize themselves with the provisions contained therein, including the insurance requirements and will be required to execute this contract prior to presentation of the same to the Northfield City Council.

IX. Attachments

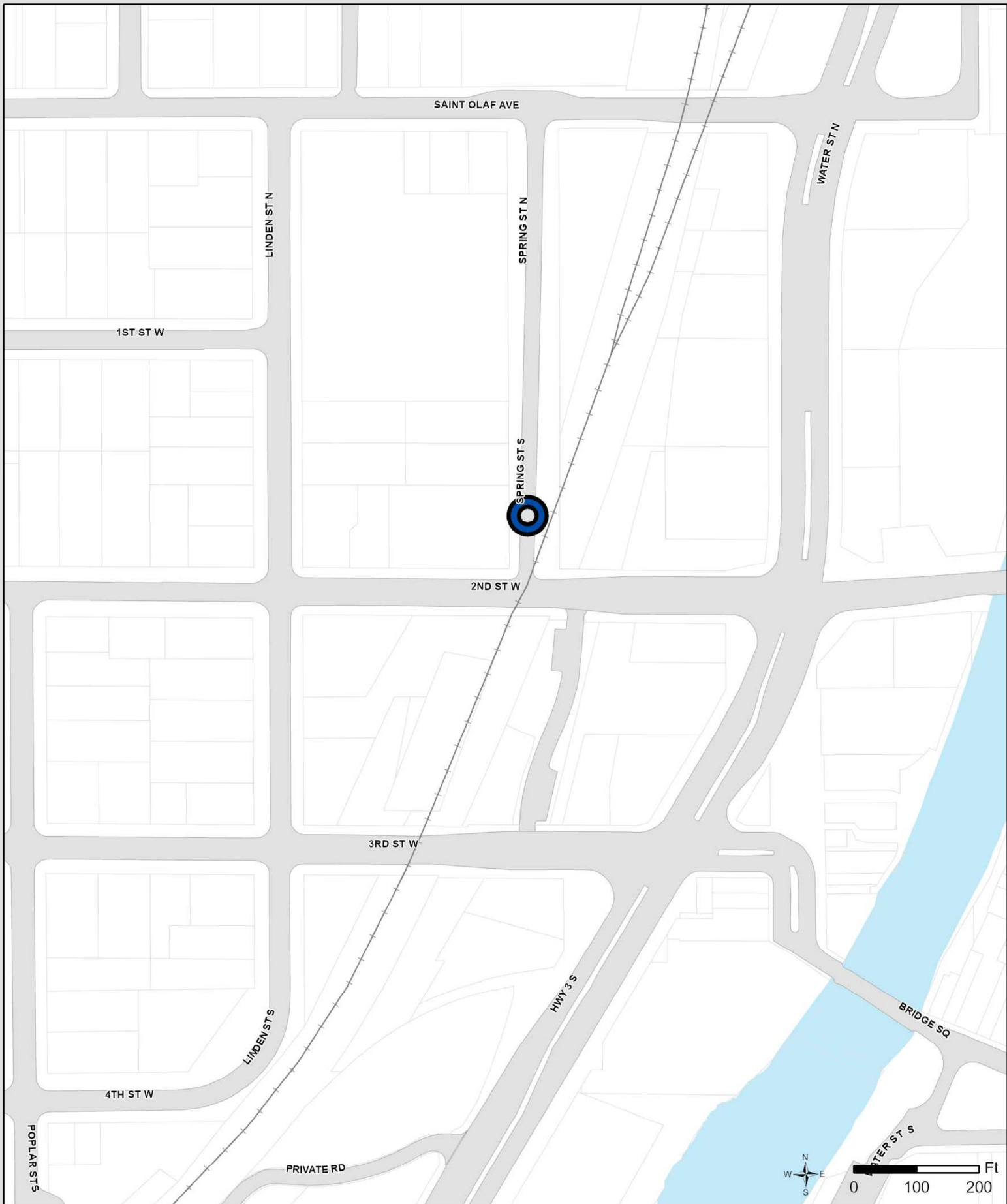
- #1. Project Location Map
- #2. UP Railroad Guidance
- #3 Professional Services Contract



2026 Railroad Crossing Improvement Project

Date: 6/6/2023



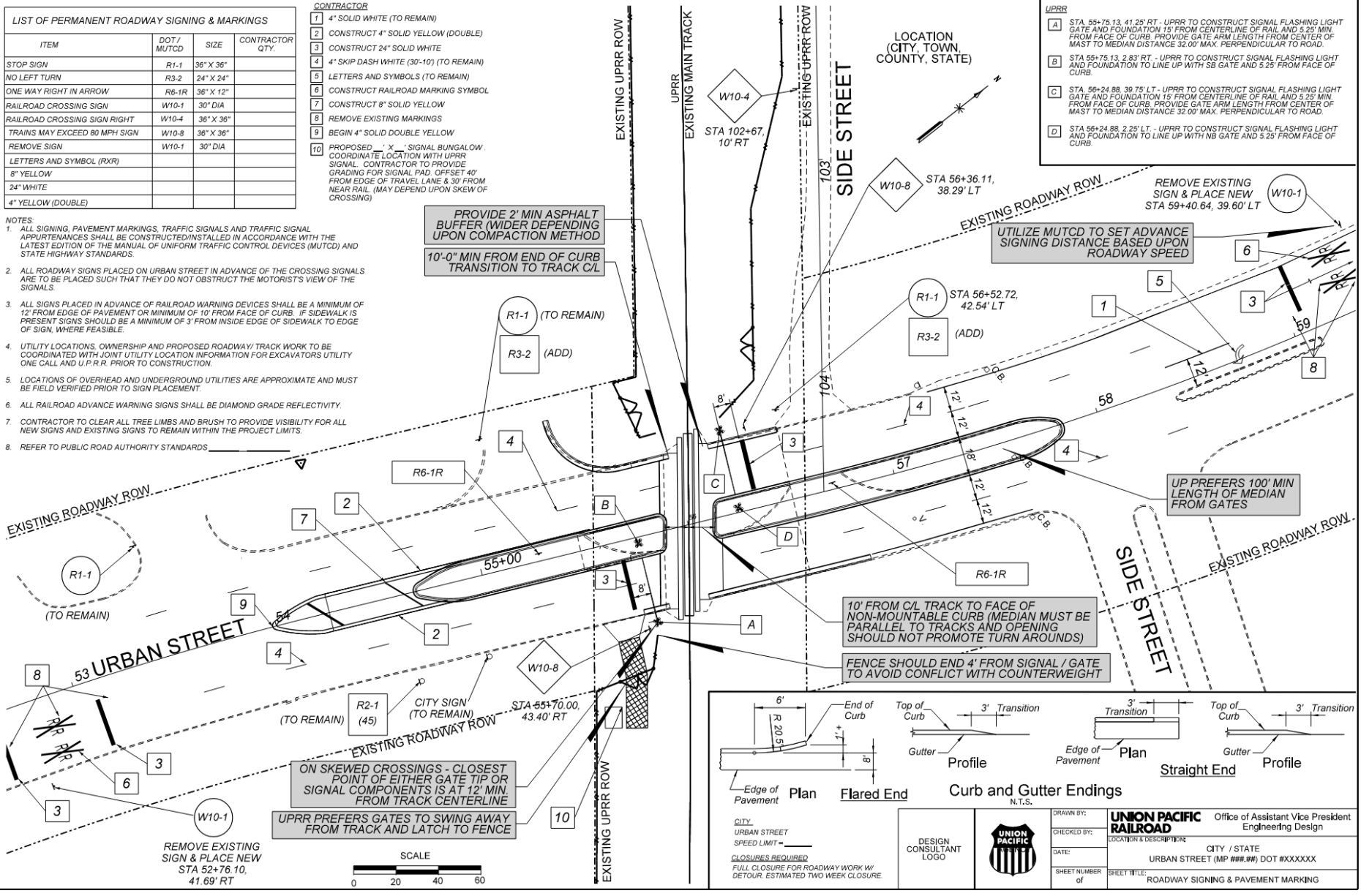


 Cul-de-sac Turnaround

2026 Spring Street S. Cul-de-sac

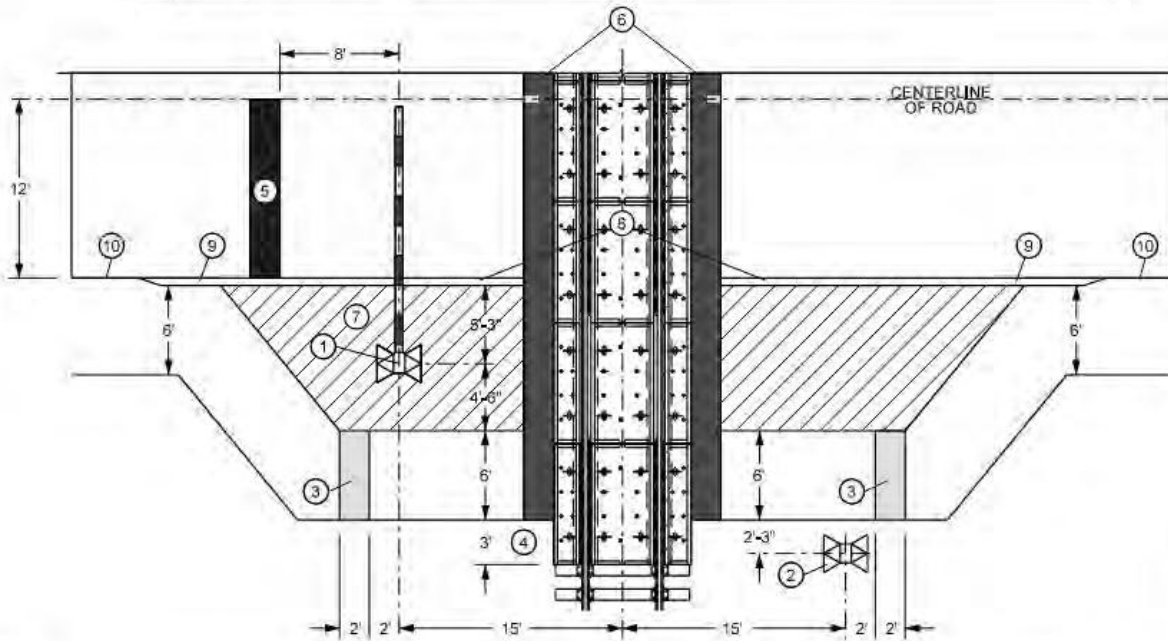
Date: 5/20/2024





Color Table:
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 Plotter: tab1\...
 File Name: ...
 Plot Date: ...
 Plot Time: ...

ITEM	DESCRIPTION
1	VEHICULAR DEVICE WITH GATE ARM. STANDARD: MUTCD 8C.02 & 8C.04
2	PEDESTRIAN DEVICE. STANDARD: MUTCD 8D.06
3	MIN. 2' DETECTABLE WARNING STRIP. STANDARD: MUTCD 8D.04
4	MIN. 3' FROM EDGE OF TRAVELED WAY INCLUDING SHOULDERS OR SIDEWALKS. STANDARD: UP STD DWG 0304
5	24" STOP LINE - 8' IN ADVANCE OF NEAREST RAILROAD TRAFFIC CONTROL DEVICE. STANDARD: MUTCD 3B-16
6	MIN. 24" STRIP OF ASPHALT BETWEEN CROSSING SURFACE AND ROADWAY. STANDARD: UP STD DWG 0304
7	UNPAVED AREA - E.G. AGGREGATE MATERIAL AROUND DEVICES FOR MAINTENANCE ACCESS. GUIDANCE: UP MAINTENANCE
8	MIN. 10' FROM CENTER OF TRACK, TAPERED CURB. GUIDANCE: STANDARD PRACTICE
9	6" NON-MOUNTABLE RAISED CURB. STANDARD: MUTCD 8C-01
10	MOUNTABLE CURB FOR MAINTENANCE ACCESS. GUIDANCE: UP MAINTENANCE



GUIDANCE FOR SIDEWALK IMPROVEMENTS W/ OFF-QUADRANT PEDESTRIAN DEVICE

- NOTES:
1. THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE THE DESIGN ENGINEER WITH THE GUIDELINES FOR SIDEWALK IMPROVEMENTS W/ OFF-QUADRANT PEDESTRIAN DEVICE.
 2. THIS DOCUMENT DOES NOT SUBSTITUTE THE DESIGN ENGINEER'S SPECIFICATIONS FOR A SPECIFIC PROJECT, BUT PROVIDES THE BASIS OF THE STANDARDS, WHICH THE DESIGN ENGINEER SHALL FOLLOW.

**UNION PACIFIC RAILROAD
ENGINEERING STANDARDS**

**GUIDANCE FOR
SIDEWALK
IMPROVEMENTS**



APPROVED: _____
VP ENGINEERING
ADOPTED: JUNE 3, 2020
REVISED: _____
FILE NO.: XXXX

STD DWG

XXXX

PAGE 2 OF 3

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STD DWG
XXXX
PAGE 2 OF 3

Request for Proposals
City of Northfield, MN
Spring Street and Fremouw Avenue Railroad Crossing
February 26, 2025

RFP Addendum No. 1

1. Replace the first paragraph in the introduction with the following paragraph:

1. Project Areas and Descriptions – Spring Street Road Closure and Second Street Railroad Improvements

This portion of the project will include the closure of the existing intersection to allow for the implementation of a Railroad Quiet Zone. It is anticipated to install a cul-de-sac/hammerhead turnaround on Spring Street just north of the Second Street and Spring Street intersection, and close off access to Second Street at the Railroad Crossing. This project is anticipated to include extensive coordination with the railroad for permitting and construction. It is also anticipated for extensive coordination with adjacent property owners to acquire temporary and permanent easements for construction. Upon construction completion, the intersection should meet all guidelines for a future Quiet Zone implementation. A separate project is currently under construction related to the Northfield Transit Hub Project that will include median construction on Second Street, that will be complete at the time of construction for this project. See Attachment #4 of the proposed work schedule to be completed during the spring of 2025.

2. Replace Section 8. Project Schedule with the following Section:

8. Project Schedule

- 8.1. Proposals Due – March 7, 2025
- 8.2. City Council Proposal Award – April 1, 2025
- 8.3. ROW / Easement Acquisition – August 2025 – March 2026
- 8.4. Public Meeting – December 17, 2025 (Consultant to attend and create Meeting Figures for display)
- 8.5. City Council Approve Plans and Specifications and Order Advertisement for Bids – March 3, 2026 (Consultant to lead at City Council meeting)
- 8.6. Bid Opening – April 2, 2026 (Bid schedule subject to change based on easement acquisition)
- 8.7. Accept Bids and Award Contract – April 21, 2026
- 8.8. Construction – May – August, 2026

3. Attachment #4 - Transit Hub Second Street Median Construction

- a. See attached Sheet C600 from the Northfield Regional Transit Hub Project.

I hereby certify that this addendum was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

David E. Bennett
David Bennett, P.E.

Lic. No. 45867

February 26, 2025
Date

*****END OF ADDENDUM*****

Respondent hereby acknowledges receipt of the following Addenda:

Addendum Number	Date Received	Signature of Respondent
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____



COLLABORATIVE DesignGroup, inc.

125 Main Street SE, Suite 100
Minneapolis, Minnesota 55414
p 612.332.3654 f 612.332.3626
www.cdg-mn.com

PIERCE PINI & ASSOCIATES

9298 CENTRAL AVENUE NE
SUITE 312
BLAINE, MN 55434
TEL 763.537.1311

Northfield Regional
Transit Hub

204 3rd St W, Northfield, MN 55057

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Minnesota.

Rhonda S. Pierce
Signature

RHONDA S. PIERCE

41333 02/27/2024
License # Date

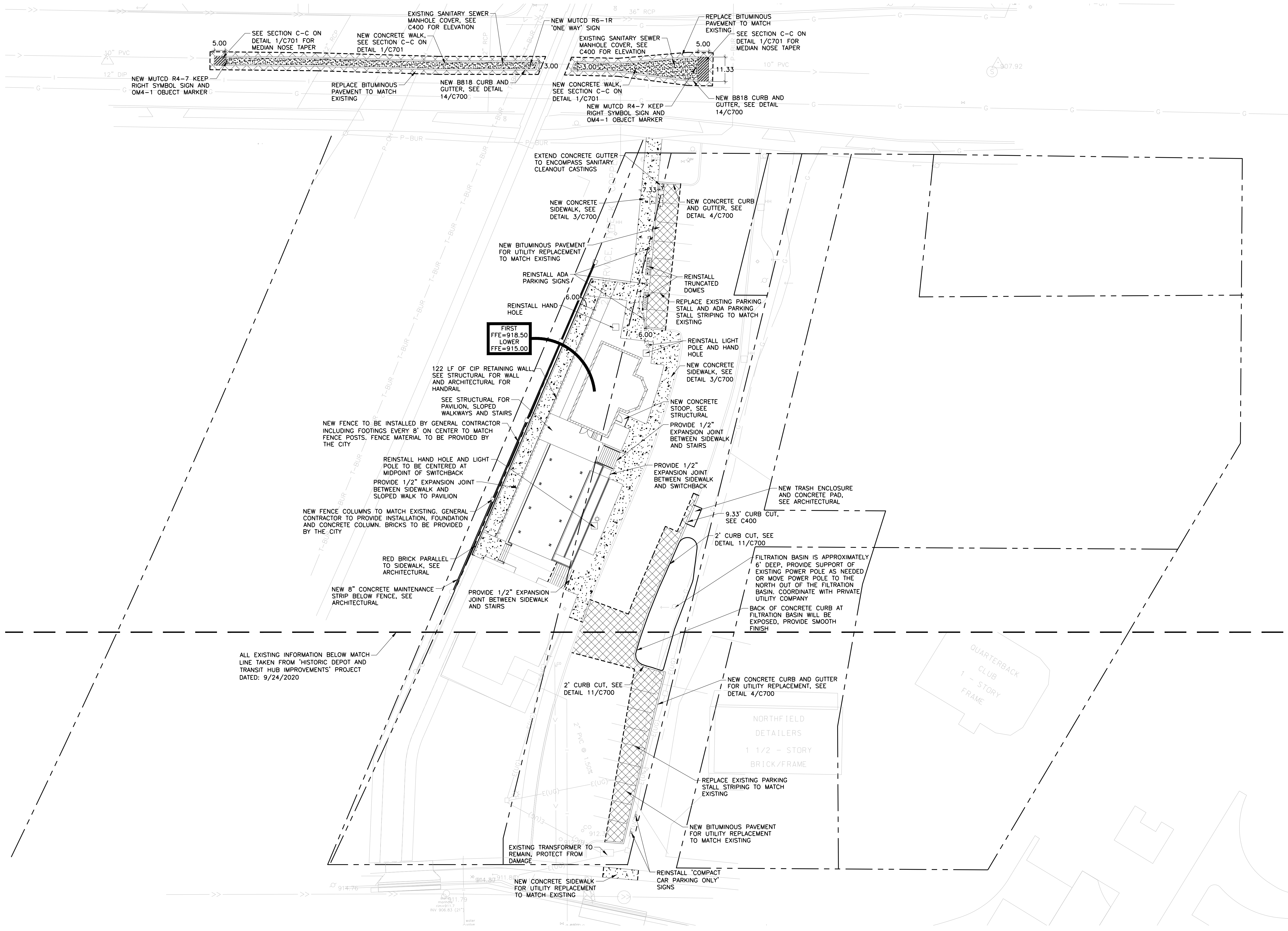
ISSUED FOR PERMIT
Feb 27, 2024

REVISION LOG		
No.	Date	Description
0	09-15-23	30% REVIEW SET
1	11-21-23	60% REVIEW SET
2	01-08-24	90% REVIEW SET

22105.00
PROJECT NUMBER
JDR RSP
DRAWN BY CHECKED BY
RSP JDR
PROJECT MGR PROJECT ENGINEER

SITE LAYOUT AND PAVING PLAN

C600



ALL EXISTING INFORMATION BELOW MATCH LINE TAKEN FROM "HISTORIC DEPOT AND TRANSIT HUB IMPROVEMENTS" PROJECT DATED: 9/24/2020

NORTH
1 SITE LAYOUT AND PAVING PLAN
C600
0 20' 40' 60'
1"=20'

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/09/2024

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 Brown & Brown Insurance Services, Inc. 1120 South Avenue North Mankato MN 56003		CONTACT NAME: Bridget Whipps CISR PHONE (A/C, No, Ext): (507) 344-4501 E-MAIL ADDRESS: Bridget.Whipps@bbrown.com	FAX (A/C, No): (866) 800-6596
INSURED Bolton and Menk, Inc. 1960 Premier Dr Mankato MN 56001		INSURER(S) AFFORDING COVERAGE	
		INSURER A: EMCASCO Insurance Company	NAIC # 21407
		INSURER B: Employers Mutual Casualty Company	21415
		INSURER C: Continental Casualty Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 25/26 Term

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	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 Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6D50852-26	01/01/2025	01/01/2026	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
								\$
B	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		6E50852-26	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input 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			6J50852-26	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	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	N/A	6H50852-26	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional/Pollution Liability E&O Deductible \$25,000			AEH114019718	12/31/2024	12/31/2025	Per Claim Limit	\$5,000,000
							Aggregate Limit	\$10,000,000
							Retroactive Date	12/31/1997

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

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

CERTIFICATE HOLDER**CANCELLATION**

City of Northfield 801 Washington Street Northfield MN 55057-2598	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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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 \$254,047 ("maximum price"), unless such charges in excess of the maximum price are authorized in writing by the Public Works Director/City Engineer before they are incurred by CITY.

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

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

Schedule of Fees

<u>Classification</u>	<u>Hourly Rate</u>
Position, Principal-in-charge	\$185.00/Hour
Position, Project Manager	\$172.00/Hour
Position, Design Engineer	\$147.00/Hour
Position, Water Resources Engineer	\$155.00/Hour
Position, Transportation Senior Project Engineer	\$196.00/Hour
Position, Construction Site Representative	\$130.00/Hour
Position, Licensed Surveyor	\$210.00/Hour
Position, Survey Office Technician	\$190.00/Hour
Position, Survey Field Crew Chief	\$195.00/Hour
Position, Administration	\$109.00/Hour
Service, Materials Testing	\$19,734 Per service



2026 SPRING STREET AND FREMOUW AVENUE RAILROAD CROSSING IMPROVEMENTS

MARCH 7, 2025

Contact:

Jason Malecha, PE
507-581-2256
Jason.Malecha@bolton-menk.com

.....
12224 Nicollet Avenue
Burnsville, MN 55337
952-890-0509 | Bolton-Menk.com



**BOLTON
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337
952-890-0509 | Bolton-Menk.com

March 7, 2025

Sean Simonson, Engineering Manager
and David Bennett, Public Works
Director/City Engineer
City of Northfield
801 Washington Street
Northfield, MN 55057

RE: Proposal for 2026 Spring Street and
Fremouw Avenue Railroad Crossing
Improvements Project

Dear Sean and David,

The City of Northfield has initiated the 2026 Spring Street and Fremouw Avenue Railroad Crossing Improvements project to address roadway safety at railroad crossings leading to a future Railroad Quiet Zone along the corridor. This project will employ effective designs and consistent consideration of all modes of transportation in analysis. 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 this railroad crossing improvements project.

LOCAL EXPERTISE

We have developed a strong working relationship with city staff, gaining a thorough understanding of the Northfield's values, goals, and standards. The entire team has also worked on multiple projects within the City of Northfield. Recent projects we've successfully delivered in your community include Street Improvements in 2016, 2019, 2020, and 2021; the Bluff View Street and Utility Improvements associated with new development; various pond dredging projects; multiple trail projects; the 2023 Miscellaneous Storm Structure Improvements; Wall Street Road Improvement project; the College Street and Water Street Areas Reconstruction; and the Jefferson Parkway Mill and Overlay and Mill Towns Trail Improvements project. We're well-versed in your expectations and are up to date on your evolving design standards, including the new Northfield Engineering Guidelines manual. You can rest assured that our familiarity and relationships will give us a head start on providing a timely, cost-efficient, and functional final product.

VALUE THROUGH EXPERIENCE

Choosing Bolton & Menk ensures the City of Northfield receives great value for every dollar spent. Proactive problem solving keeps small things small. This project team will build on past project experiences, both in the City of Northfield and surrounding communities, leading to increased project efficiency and an established understanding of the city's standards and requirements for its street improvement projects. Our familiarity with the city provides additional efficiencies by eliminating the need to familiarize the project team with the project area. Our team can hit the ground running and begin providing value to the city right from the start.

In continued service to the City of Northfield, we are excited at the opportunity to complete the 2026 Spring Street and Fremouw Avenue Railroad Crossing Improvements project. I will serve as your lead client contact and project manager with Brad Fisher providing oversight to ensure that the project progresses in a manner which the City of Northfield has come to expect of Bolton & Menk. Please contact me at 507-581-2256 or Jason.Malecha@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,
Bolton & Menk, Inc.

Jason Malecha, PE
Project Manager

PROJECT UNDERSTANDING

We understand that the 2026 Spring Street and Fremouw Avenue Railroad Crossing Improvements project is anticipated to implement the following improvements:

- Closure of the existing Spring Street and 2nd Street intersection with construction of a cul-de-sac or hammerhead turnaround on Spring Street north of 2nd Street
- Improvements to the Fremouw Street railroad crossing, including but not limited to installation of a concrete median, required to meet all guidelines for a future Quiet Zone
- Extension of the trail on the south side of Fremouw Street to Dresden Avenue.

It is assumed that Fremouw Avenue will be reclaimed in place to allow for the construction of medians and resurfacing of the bituminous roadway. With this in mind, the project will consist of less than one acre of new or reconstructed impervious surface and stormwater management will not be required. We will use and update the existing Northfield comprehensive stormwater models based on existing data collected and any changes to existing storm sewer.

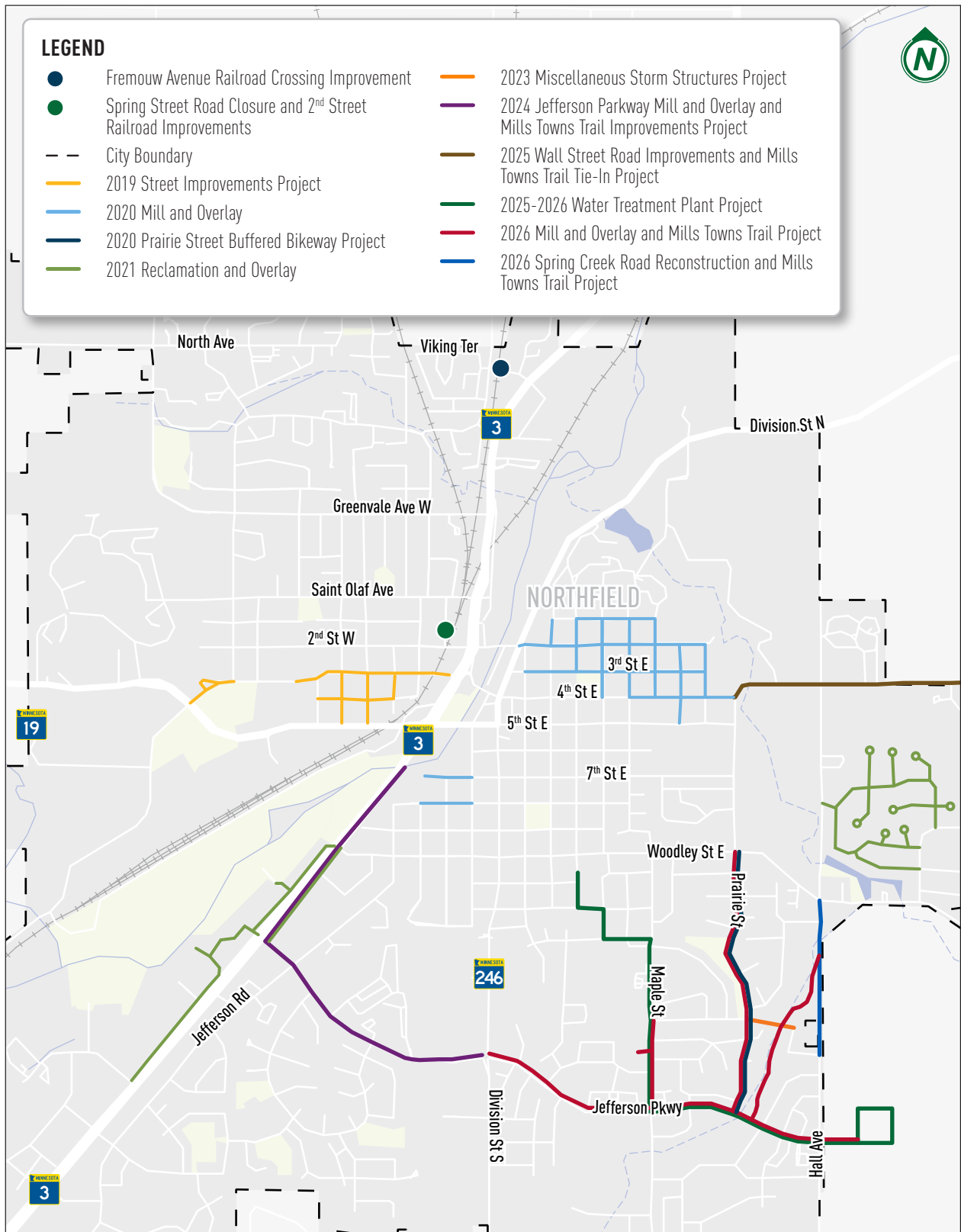
We will retain a geotechnical subconsultant to complete a geotechnical evaluation of the existing pavement section and subsoils within the project area and provide recommendations for pavement design based on R-values. The geotechnical subconsultant will also complete construction materials testing for all facets of construction, meeting the MnDOT schedule of materials control.

Bolton & Menk will deliver the project according to the tasks laid out in our detailed work plan, on schedule and within budget, including all items detailed in the project schedule. The anticipated bid date for this project is early 2026. Our proposed schedule will meet the city's needs and ensure that we deliver on this proposed bid date to take advantage of the competitive bidding environment.

This project is not planned to use state or federal funding but will require close coordination with the railroad agency. This project will follow the City of Northfield's project process. Bolton & Menk will follow the required project steps and assist the city with presentations at city council meetings and open houses, as required.



The project location map below details the proposed improvements to the railroad crossings and their locations within the city.



PROJECT APPROACH

Bolton & Menk understands the importance of not only achieving the desired outcome of each of the following tasks but also completing them on time and within budget. It is our commitment to facilitate a successful process for the City of Northfield on the 2026 Spring Street and Fremouw Avenue Railroad Crossing Improvements Project. We will put special emphasis on working with city staff and the railroad agency to ensure the project's success.

A summary of our approach to key project elements is outlined in the task descriptions below.

SCOPE OF WORK



TASK 1: TOPOGRAPHIC SURVEY

Work under this task includes gathering pertinent field information on city infrastructure, physical features within the right-of-way, contours, and private small utilities. Underground utility information will be located and described per available as-builts, field markings, and private utility map information facilitated through Gopher State One Call. Manhole reports will be completed for located storm sewer structures within the project areas.

Right-of-way and property lines will be illustrated based on either field monumentation within topographic survey limits, plat information received from the city, and/or Rice County GIS parcel linework for project areas. Deed and easement research will be completed for up to two properties. It is assumed that up to two easement exhibits/descriptions will be necessary for potential right-of-way impacts associated with the construction of the turnaround on Spring Street.

Bolton & Menk will establish horizontal control on Rice County coordinates together with vertical control based on NAVD 88 datum. Control points will be placed at convenient locations throughout the project corridor. We will generate a drafted survey base drawing which will include topographic and right-of-way survey information.

Topographic Survey Assumptions

- Bolton & Menk will assist in the coordination and preparation of the railroad permitting and flagging submittals, but it is assumed any fees associated with submittals for permitting and flagging will be paid for by the city



TASK 2: DESIGN

SUBTASK 2.1: EXISTING PLANS

A base plan will be prepared for use in final design by applying the collected topographic and right-of-way survey information. The base plan will identify locations and elevations of the required existing physical features in and around the project area.

SUBTASK 2.2: PRELIMINARY AND FINAL DESIGN PLANS

Our team will prepare construction plans for the project corridors. Major design components include:

- Street plan and profile sheets, including roadway alignment, profile, and widths, and the adjacent trail where applicable
- Trail and sidewalk segments designed to meet all ADA requirements
- Cross sections for the street reconstruction corridors, including the adjacent trail where applicable
- Removals/existing conditions plan
- Erosion control plan
- Innovative stormwater practices and best management practices (BMPs) will be considered for inclusion
- Storm sewer plan and profile sheets, including hydraulics analysis to verify storm sizing and storm sewer/drainage design to meet city design standards
- Private utilities shown where applicable
- Signage and striping plan in accordance with the applicable standards
- Full intersection detail designs including pedestrian ramp details to meet current ADA standards with curb and gutter elevations/profiles will be included
- Landscape plans incorporating a 2:1 tree replacement schedule with ten tree species from the City of

Northfield acceptable boulevard tree list spaced appropriately to ensure proper tree growth throughout its lifespan

- Traffic control and phasing plans meeting Manual on Uniform Traffic Control Devices (MUTCD) standards

Our water resources team will leverage the city’s regional stormwater modeling for assessment of the existing and proposed drainage conditions. The model’s level of detail will be expanded in the existing conditions and proposed conditions storm drainage modeling to reflect the project details, within the limits of the project, including drainage areas, pipe layout, and system capacity. If additional catch basins or pipe upsizing is recommended, we will communicate any issues with the city immediately to inform final design. It is understood that this project is not a state aid project and therefore a state aid drainage report is not required.

From review of the project requirements and experience with the construction of the adjacent 3rd Street railroad improvements, it is assumed that improvements to existing roadways will be constructed via reclamation rehabilitation methods. As a result, the area of new and reconstructed impervious surfaces will remain below one acre and therefore stormwater management and a SWPPP will not be required as part of the project. If these assumptions are determined to be incorrect through the project development, our team can provide the additional scope of work for an additional fee at the hourly rates identified in our fee schedule on page 14.

The design team will communicate with all small or private utilities to coordinate conflicts and necessary relocations. The existing utilities and necessary relocations or adjustments will be identified on the plans based on information provided by the utility companies and marked in the field. Time is allocated for two private utility coordination meetings during the design process.

SUBTASK 2.3: PERMANENT AND TEMPORARY EASEMENTS

It is anticipated that the new roadway will require the acquisition of permanent and temporary easements. Our team will create depictions and descriptions of up to two easements required for the project.

SUBTASK 2.4: CONTRACT DOCUMENTS AND SPECIFICATIONS

Our team will prepare special provision specifications to supplement the city’s standard contract documents and technical specifications. The documents will be

combined to complete the overall contract documents for bidding and construction purposes based on the city’s standards.

SUBTASK 2.5: SUBMIT TO CITY FOR REVIEW AND APPROVAL

The project manager will submit project documents to the city for review and approval at the following design stages:

- 30% plan and layout to be used for early right-of-way coordination with property owners
- 60% plan and cost estimate
- 95% plan, specifications, and cost estimate

A design review meeting with city staff will take place with the 60% and 95% submittals to discuss the materials and receive direction on the design elements.

SUBTASK 2.6: PERMITTING

Our team will prepare permit applications, secure city signatures, and submit them to governing agencies for all required permits related to the project (permit fees to be paid for by the city). It is assumed that the following general permits will be required:

- MPCA construction stormwater permit
- Temporary railroad use permit
- Railroad right of entry permit

SUBTASK 2.7: PREPARE OPINION OF PROBABLE COSTS

Our team will prepare an opinion of probable construction costs based on past City of Northfield bid information, current contractor pricing, and overall knowledge of the city, local contractors, and site conditions.

Design Assumptions

- Extension and/or reconstruction of the sanitary sewer system will not be required; therefore, an MPCA Sanitary Sewer Extension permit will not be required
- A wetland delineation and/or associated wetland permitting, public waters permitting, and floodplain permitting will not be required for the project
- The project areas will amount to less than one acre
- No improvements to the railroad crossing will be required on 2nd Street
 - The only improvements on 2nd Street will be those required to reconstruct the existing facilities in-kind after the Spring Street intersection is removed
- No utility crossings of the railroad tracks will be required with this project



TASK 3: RAILROAD COORDINATION

Bolton & Menk will assume all responsibility for all coordination with the appropriate railroad agency for each project area. We will hold a diagnostic meeting with all applicable stakeholders and record and distribute meeting minutes. We will coordinate any additional meetings as required and prepare and facilitate the necessary railroad agreements. Our team will follow the Union Pacific Railroad Public Projects Manual for direction on project and railroad coordination requirements.



TASK 4: BIDDING ADMINISTRATION

Our team will deliver a full electronic set of approved plans and specifications resulting from the design work. The city will produce and distribute copies of the plans and specifications for bidding purposes using the City of Northfield's One Office software and will maintain and provide a plan holders list.

Work under this task includes answering the bidder's questions, preparing addenda as required, and preparing a letter of award recommendation. The city has indicated they will submit the advertisement for bids to the required publications, distribute addenda, and conduct the bid opening and tabulation.



TASK 5: CONSTRUCTION SERVICES

SUBTASK 5.1: CONSTRUCTION ADMINISTRATION

Our team's project manager, Jason Malecha, will perform the following construction administration responsibilities:

- Attend preconstruction conference
- Review/approve shop drawings, material list reports, and all information on materials to ensure conformance with the plans and specifications
- Answer questions from the construction observer related to the plans and specifications
- Perform on-site review pertaining to the project's work and progress, as needed
- Attend weekly progress meetings, as needed
- Prepare change orders and written directives, as needed

The city indicated the consultant should assume a 12-week construction schedule and 10 hours per week for construction administration throughout the assumed construction schedule. However, the actual construction schedule will dictate the hours necessary to complete the project. If additional time is required, our project staff will be available to complete construction administration for an additional fee.

SUBTASK 5.2: FIELD STAKING

Our survey crews will complete construction staking on the following features:

- Construction limits, as necessary
- Permanent and temporary easements (up to two)
- Alignment and grade for utility replacements and repairs (assumes up to six structures)
- Alignment and grade for new curb and gutter
- Alignment and grade for sidewalk and trails

Survey crews will provide construction stakes with alignment and grade and documentation of all survey points installed. If the project assumptions change or other facilities are requested for staking, our project staff will be available to complete the additional field staking for an additional fee.

SUBTASK 5.3: CONSTRUCTION OBSERVATION

We will provide a highly qualified individual to serve as construction site representative (CSR) to perform construction observation of the contractor's work and day-to-day coordination. The CSR will be on-site throughout the various stages of construction to observe and review the quality of work.

All our CSRs are MnDOT certified and have extensive training and experience. The CSR will perform the following tasks:

- Provide full-time day-to-day construction observation and coordination between the contractor, city, and residents/property owners
- Maintain good public relations with residents and property owners
- Maintain daily construction logs and documentation of pay item quantities on the city's One Office software
- Work with the contractor and city staff to prepare partial pay estimates
- Coordinate materials testing, document certification of materials, and verify materials and construction outcomes conform specifically to MnDOT, Railroad, and City of Northfield requirements

The CSR will provide inspection notes, photos, and other field records. The city indicated the consultant should allocate 45 hours per week for construction observation for an assumed 12-week construction schedule. However, the actual construction schedule will dictate the hours necessary to complete the project. If additional time is required, our project staff will be available to complete additional construction observation for an additional fee.

Construction Services Assumptions

- The project will not require the construction staking of retaining walls
- Locations for signs and striping will be laid out by the contractor based on provided plan information and the Federal Highway Administration’s (FHWA) MUTCD standards. Specific sign staking, if necessary, will be completed in the field by the project inspector
- Locations for landscaping amenities, if necessary, will be completed in the field by the project inspector



TASK 6: PROJECT CLOSEOUT

SUBTASK 6.1: CONDUCT FINAL REVIEW OF PROJECT

Work under this subtask includes completing a review of the project site with the city, the contractor, and other pertinent stakeholders. We will walk the site with project stakeholders and identify any punch list items that need to be addressed. We will provide a copy of the punch list from the walkthrough and review the items in coordination with the construction observer.

SUBTASK 6.2: OBTAIN RECORD INFORMATION FROM FIELD REPRESENTATIVES

Work under this subtask includes obtaining record drawing information from field representatives. Our team will gather field information prepared by the contractor, subcontractors, and construction observation staff for use in preparing record drawings.

SUBTASK 6.3: RECORD DRAWINGS

Work under this subtask uses record information to prepare final record drawings. We will prepare record drawings in electronic format and provide electronic

and/or paper drawings to the city. It is assumed that post-construction topographic survey will be required on installed utilities throughout the project reconstruction areas.



TASK 7: TESTING SERVICES

SUBTASK 7.1: GEOTECHNICAL EVALUATION

We have partnered with American Engineering Testing (AET) for geotechnical evaluation services on this project. AET has extensive experience performing these preliminary materials investigation tasks on other projects. A full scope of services and assumptions from AET is included at the end of this proposal.

Work under this task includes soil borings to varying depths throughout the various project areas and a summary of findings. The geotechnical report will include pavement design recommendations based on R-values.

SUBTASK 7.2: CONSTRUCTION MATERIALS TESTING

American Engineering Testing (AET) will also lead construction materials testing services on this project. AET has extensive experience performing materials testing following MnDOT’s Schedule of Materials Control on other projects. A full scope of services and assumptions from AET is included at the end of this proposal.

Work under this task includes construction field testing following the project specifications and MnDOT Schedule of Materials Control. In addition to the testing of materials, they will document materials certifications and verify conformity of materials and construction outcomes with MnDOT standards and requirements.

PROJECT TEAM

Bolton & Menk understands the importance of developing design solutions that can be supported by stakeholders and implemented efficiently. We have provided a brief background and description of key individual roles. These individuals have track records of successful projects and, just as importantly, are enthusiastic and committed to meeting and exceeding your expectations. We can provide detailed résumés of all personnel upon request.



JASON MALECHA, PE **Project Manager**

Jason will serve as your primary point of contact. He has the qualifications, experience, motivation, and work ethic to effectively manage and coordinate each project phase. Jason will be responsible for overall team management and all schedule, cost, public outreach, and scope management processes.

Jason is a municipal project manager with Bolton & Menk, beginning his career in 2015. His experience

includes preparation of preliminary engineering and feasibility reports, development of construction plans and specifications, and production of detailed cost estimates for a variety of clients and projects. Jason has experience in overall project management that allows him to deliver projects meeting client's needs. He enjoys building relationships with clients while helping them solve issues and complete projects within their communities.

Relevant Experience

- » Jefferson Parkway Mill and Overlay and Mill Towns Trail Improvements, City of Northfield, MN
- » College Street and Water Street Areas Reconstruction, City of Northfield, MN
- » Bonaire Path Improvements, City of Rosemount, MN
- » Bonaire Path Quiet Zone, City of Rosemount, MN
- » 145th Street Sidewalk and Trail Railroad Crossing, City of Rosemount, MN



BRAD FISHER, PE **Principal-in-Charge**

Brad will work closely with the project manager to ensure the proper resources are available for the team to complete the project on time and within budget.

Brad is a municipal project manager who joined Bolton & Menk in 2014. He has worked on many municipal projects consisting of roadway design, including municipal State Aid design and utilities

such as sanitary sewer, water main, and storm sewer. His design experience includes preliminary and final design, preliminary layout and design, preparation of feasibility reports, preparation of construction plans and specifications, preparation of quantity take-offs and cost estimates, and project documentation. Brad is diligent in working with multiple different work groups and subconsultants while managing the project budget to keep his projects on track. In addition to his design experience, Brad has experience providing successful construction administration services on various projects. He has expertise in the evaluation of concrete pavement, determination of rehabilitation feasibility, and the implementation of concrete pavement rehabilitation (CPR) methods and repairs.

Relevant Experience

- » 2019 Reclamation, City of Northfield, MN
- » 2020 Street Improvements, City of Northfield, MN
- » 2021 Street Improvements, City of Northfield, MN
- » 2023 Miscellaneous Storm Repairs, City of Northfield, MN
- » Wall Street Road Improvements, City of Northfield/Rice County, MN
- » Vernon Avenue Improvements, Lower Minnesota River Watershed District
- » Downtown South Reconstruction, City of Prior Lake, MN
- » Snelling Avenue Street and Utility Improvements, City of Arden Hills, MN
- » 2024 Pmp Street & Utility Improvements, City of Arden Hills, MN



JASON WEISE

Design Engineer

Jason will assist with the design development process.

Jason is an engineering technician at Bolton & Menk whose responsibilities include engineering support and project observation and inspection. Jason is skilled at preparing detailed engineering drawings from working sketches and field data. His passion for the field stems from his love of developing solutions that help communities thrive.

Relevant Experience

- » 36th Avenue Rehabilitation, City of Plymouth, MN
- » 2025 Frick's Garden Street Reconstruction, City of Plymouth, MN
- » Central Avenue Improvements - Phase 2, City of Hopkins, MN
- » Honeylocust Drive ERCT, City of Northfield, MN



MIRANDA CHRISTENSEN, PE

Water Resources Engineer

Miranda will manage the project's water resources needs.

Miranda is a water resources project manager who began her career in 2017. She is responsible for preparing preliminary engineering reports, preliminary and final design, developing construction plans, and completing development plan reviews.

She also assists with design calculations and cost

estimates. Miranda is proficient in AutoCAD Civil 3D, Storm & Sanitary Analysis (SSA), HydroCAD, and XPSWMM. She regularly completes hydrologic and hydraulic modeling, water quality modeling, best management practice (BMP) design for SWPPPs, and watershed permitting and administration for projects. In addition to her design knowledge, Miranda has valuable experience in the field on projects ranging from new residential developments to full reconstructs, as well as mill and overlay and reclamation projects.

Relevant Experience

- » 2019 Street and Utility Improvements, City of Northfield, MN
- » 2020 Mill and Overlay, City of Northfield, MN
- » 2021 Reclamation and Overlay, City of Northfield, MN
- » 2023 Miscellaneous Storm Structure Repair, City of Northfield, MN
- » Hidden Valley Park Pond, City of Northfield, MN



ERIC WILFAHRT, PLS

Survey Lead

Eric will meet all survey needs for this project.

Eric began his surveying career in 2004 with Bolton & Menk after three summer internships with the company. He manages survey operations for the firm's south metro locations. He likes to complete projects that have complex and challenging right-of-way and boundary determinations. Eric is very detail orientated, and he strives to produce the best

possible product for clients while keeping budget in mind. He is responsible for crew scheduling and coordination; professional reviews and determinations; research; and preparing, calculating, interpreting, and writing legal descriptions. He also provides quality assurance and quality control on projects to ensure project scopes are complete. Eric is proficient in Civil 3D and Trimble Business Center.

Relevant Experience

- » 2nd Street Sanitary Sewer Improvements, City of Hopkins, MN
- » 2019 Street and Utility Improvements, City of Northfield, MN
- » 2020 Mill and Overlay, City of Northfield, MN
- » 2021 Reclamation and Overlay, City of Northfield, MN
- » 2023 Miscellaneous Storm Structure Repair, City of Northfield, MN
- » Hidden Valley Park Pond, City of Northfield, MN



DEREK ARENS, PE **Transportation Senior Project Engineer**

Derek has an array of railroad experience, as well as familiarity and existing relationships with railroad agencies. He will assist the team by providing general railroad oversight.

Derek is passionate about serving the public and takes pride in enhancing the safety and quality of the communities he serves. As a senior transportation project engineer, he is responsible for preliminary

and final roadway design layouts, cost estimates, specifications, and assembling construction plans. Derek began his career in 2011 and has all-around experience from concept design to construction delivery. His design knowledge spans from railroads to retaining walls to trails and access management. Derek has experience with past project accomplishments involving working directly with railroad agencies, which will be beneficial for his proposed role on this project.

Relevant Experience

- » Inglewood Drive Railway, City of Baxter, MN
- » TH 41/ORF Crossing and Signal Replacement/Widening, SMSC and MnDOT
- » 1st and 4th Street Railroad Crossing, City of Little Falls, MN
- » 6th Street Bridge Feasibility Study, City of Howard Lake, MN
- » CSAH 52/12 Roundabout, Clay County, MN

SUBCONSULTANT



Bolton & Menk is excited to collaborate with American Engineering Testing (AET) for the 2026 Spring Street and Fremouw Avenue Railroad Crossing Improvements project in the City of Northfield. Our cohesive team approach involves working closely with city staff and key stakeholders to deliver innovative and sustainable solutions. Together, we aim to enhance the safety and efficiency of the railroad crossing infrastructure, ensuring the highest standards of quality and reliability for the Northfield community.



NEIL LUND, PE **Senior Engineer**

Neil will provide all geotechnical and construction material testing for the project.

Neil is a registered professional engineer in Minnesota and has more than 20 years of experience in pavement and geotechnical engineering, with extensive experience in county highway reconstruction projects throughout the state of Minnesota. Many of Neil's projects are multifaceted

and allow him to use his broad expertise to provide recommendations for embankment construction, foundation design, material section, and pavement preservation, using the many testing and evaluation tools available to him at AET.

Relevant Experience

- » 2019 Street Improvement Project (2019), City of Northfield, MN
- » 2020 Mill & Overlay Project, City of Northfield, MN
- » 2021 NW Area Mill & Overlay Project, City of Northfield, MN
- » 2022 Pedestrian Bridge and Rock Spillway, City of Northfield, MN
- » 2022 Lincoln Waterway Box Culvert, City of Northfield, MN
- » 2023 Trunk Watermain Upgrades, City of Northfield, MN
- » 2024 Street Improvements, City of Northfield, MN

PROJECT EXPERIENCE

Bolton & Menk has assembled an experienced team of professionals with a proven track record of delivering similar projects. Below we have included a matrix that highlights several examples of our recent work, as well as duties performed for each project. Additional project information is available upon request.

BOLTON & MENK TEAM EXPERIENCE		Project Relevance													
Project		State Aid Project/Grant Funding	Reconstruction	Rehabilitation	Rural to Urban Conversion	Utility Design	Bridge Design	Multimodal Design	Public and Agency Involvement	Natural Resources Permitting	Floodplain Permitting	Landscape Architecture	Traffic Analysis	Drainage and Hydraulics	Railroad Agency Coordination
170 th Street Improvements Prior Lake, MN			•		•	•								•	
2015 Street and Utility Improvements Prior Lake, MN			•		•	•			•					•	
2017 Street and Utility Improvements Prior Lake, MN			•			•		•					•	•	
2017 Street Improvements West St. Paul, MN		•	•	•					•					•	
2018 Street Improvements West St. Paul, MN		•	•	•		•			•					•	
2019 Bonaire Path Improvements Rosemount, MN															•
2019 Street Improvements Empire Township, MN				•	•	•								•	
2019 Street Improvements Northfield, MN															•
2019 Street Improvements West St. Paul, MN		•	•			•			•					•	
2019 Street Reclamation Northfield, MN		•		•		•		•	•		•			•	
2020 Mill and Overlay Northfield, MN				•		•		•	•				•		
2021 Reclamation and Overlay Northfield, MN				•		•		•	•					•	
2022 Spruce Street Reconstruction Project Farmington, MN			•			•			•	•	•			•	
2023 Bonaire Path Quiet Zone Rosemount, MN															•
2023 Miscellaneous Storm Structure Repair Northfield, MN						•		•	•	•	•			•	
2024 145 th Street Sidewalk and Trail Railroad Crossing Rosemount, MN															•
2024 College Street and Water Street Areas Reconstruction Northfield, MN			•			•		•	•					•	
2024 Jefferson Parkway Mill and Overlay/Mill Towns Trail Improvements Northfield, MN				•				•	•	•				•	•
2024 PMP Street & Utility Improvements Arden Hills, MN			•	•		•			•	•				•	
2024 Street Improvements Empire, MN			•	•	•	•			•	•				•	
2026 Jefferson Parkway Mill and Overlay/Mill Towns Trail Improvements Northfield, MN				•				•	•					•	
2026 Spring Creek Road Reconstruction/Mill Towns Trail Improvements Northfield, MN				•		•		•	•					•	•
Bridge Square Park Improvements Northfield, MN			•			•			•	•	•	•		•	
Downtown South Reconstruction Prior Lake, MN		•	•			•			•	•		•	•	•	
Honeylocust Drive ECRT Northfield, MN							•	•		•	•			•	
Lincoln Waterway Box Culvert Northfield, MN						•	•		•	•	•			•	
Neighborhood Flooding Issues Infrastructure Improvements Northfield, MN						•			•	•				•	
Riverfront Renaissance Project (2018 APWA Project of the Year) Hastings, MN		•	•	•		•			•			•		•	
Snelling Avenue North Street and Utility Improvements Arden Hills, MN		•		•	•	•		•	•	•				•	
Wall Street Road Improvements Northfield, MN			•		•	•	•	•	•	•	•	•	•	•	
Wastewater Treatment Plan Northfield, MN			•	•		•		•						•	
Water Treatment Plant Northfield, MN		•	•	•	•	•		•	•	•				•	

PROPOSED SCHEDULE

We have developed a schedule detailing the anticipated work tasks and completion dates. This schedule is based on our review of the project background, description, and scope of services included in the Request for Proposals and our experience of other similar projects. Upon selection, Bolton & Menk will work with city staff and other project partners to revise and update this schedule as needed to ensure successful delivery of this project.

April 1, 2025	● City Council Proposal Award
August, 2025 - March, 2026	● Right-of-Way/Easement Acquisition
December 17, 2025	● Public Meeting
March 3, 2026	● City Council Approve Plans and Specifications and Order Advertisement for Bids
April 2, 2026	● Bid Opening
April 21, 2026	● Accepts Bids and Award Contract
May, 2026 - August, 2026	● Construction

A recent survey asked Bolton & Menk clients to rate us on a scale of 1-10 on our ability to meet a project budget and a project design schedule. They gave us an average of 9.3 on our ability to meet a budget and 9.5 on our ability to meet a design schedule.



PROPOSED FEE

The following table summarizes 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.

Client: City of Northfield Project: 2026 Spring Street and Fremouw Avenue Railroad Crossing Improvements								Bolton & Menk, Inc.					
Task No.	Work Task Description	Principal-in-Charge	Project Manager	Design Engineer	Water Resources Engineer	Transportation Senior Project Engineer	Construction Site Representative	Licensed Surveyor	Survey Office Technician	Survey Field Crew Chief	Administrative	Total Hours	Total Cost
1.0	TOPOGRAPHIC SURVEY	0	0	0	0	0	0	24	24	58	0	106	\$20,910
2.0	DESIGN	16	191	231	41	18	0	4	8	4	12	525	\$84,100
3.0	RAILROAD COORDINATION	6	60	12	0	12	0	0	0	0	0	90	\$15,546
4.0	BIDDING ADMINISTRATION	4	12	4	0	2	0	0	0	0	4	26	\$4,220
5.0	CONSTRUCTION SERVICES	12	120	0	0	0	540	8	16	47	0	743	\$106,945
6.0	PROJECT CLOSEOUT	0	6	0	0	0	12	0	0	0	0	18	\$2,592
7.0	TESTING SERVICES	<i>Geotechnical Subconsultant</i>										\$19,734	
Total Hours		38	389	247	41	32	552	36	48	109	16	1508	
Average Hourly Rate		\$185.00	\$172.00	\$147.00	\$155.00	\$196.00	\$130.00	\$210.00	\$190.00	\$195.00	\$109.00		
Subtotal		\$7,030	\$66,908	\$36,309	\$6,355	\$6,272	\$71,760	\$7,560	\$9,120	\$21,255	\$1,744		
Total Fee												\$254,047	



Request for Proposals
City of Northfield, MN
Spring Street and Fremouw Avenue Railroad Crossing
February 26, 2025

RFP Addendum No. 1

1. Replace the first paragraph in the introduction with the following paragraph:

1. Project Areas and Descriptions – Spring Street Road Closure and Second Street Railroad Improvements

This portion of the project will include the closure of the existing intersection to allow for the implementation of a Railroad Quiet Zone. It is anticipated to install a cul-de-sac/hammerhead turnaround on Spring Street just north of the Second Street and Spring Street intersection, and close off access to Second Street at the Railroad Crossing. This project is anticipated to include extensive coordination with the railroad for permitting and construction. It is also anticipated for extensive coordination with adjacent property owners to acquire temporary and permanent easements for construction. Upon construction completion, the intersection should meet all guidelines for a future Quiet Zone implementation. A separate project is currently under construction related to the Northfield Transit Hub Project that will include median construction on Second Street, that will be complete at the time of construction for this project. See Attachment #4 of the proposed work schedule to be completed during the spring of 2025.

2. Replace Section 8. Project Schedule with the following Section:

8. Project Schedule

- 8.1. Proposals Due – March 7, 2025
- 8.2. City Council Proposal Award – April 1, 2025
- 8.3. ROW / Easement Acquisition – August 2025 – March 2026
- 8.4. Public Meeting – December 17, 2025 (Consultant to attend and create Meeting Figures for display)
- 8.5. City Council Approve Plans and Specifications and Order Advertisement for Bids – March 3, 2026 (Consultant to lead at City Council meeting)
- 8.6. Bid Opening – April 2, 2026 (Bid schedule subject to change based on easement acquisition)
- 8.7. Accept Bids and Award Contract – April 21, 2026
- 8.8. Construction – May – August, 2026

3. Attachment #4 - Transit Hub Second Street Median Construction

- a. See attached Sheet C600 from the Northfield Regional Transit Hub Project.

I hereby certify that this addendum was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

David E. Bennett
David Bennett, P.E.

Lic. No. 45867

February 26, 2025
Date

*****END OF ADDENDUM*****

Respondent hereby acknowledges receipt of the following Addenda:

Addendum Number	Date Received	Signature of Respondent
1	<u>March 6, 2025</u>	
2	_____	_____
3	_____	_____
4	_____	_____