

CONSULTANT SERVICE CONTRACT

This Contract is made this 2nd day of April, 2024, by and between the CITY OF NORTHFIELD, a Minnesota municipal corporation, 801 Washington Street, Northfield, MN 55057, (“CITY”), and SHORT-ELLIOT-HENDRICKSON INCORPORATED, a corporation under the laws of the State of Minnesota, 10400 Yellow Circle Drive, Suite 500, Minnetonka, MN 55343-9229 (“CONSULTANT”); (collectively the “PARTIES”).

WHEREAS, CITY requires certain professional services in conjunction with the 2025 Reclamation and Overlay Project (the “Project”); and

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

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

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph K of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate, prior to CITY’s authorization of the changed scope of services.
- C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT’s effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONSULTANT’s compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph K of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and

CITY has not terminated this Contract pursuant to Section IV, Paragraph B.

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

or required by law. CITY shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) for the services provided under this Contract and shall provide that CONSULTANT's coverage shall be primary and noncontributory in the event of a loss.

3. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater:

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

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

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

5. 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 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 as Exhibit 2.
7. Any insurance limits in excess of the minimum limits specified herein above shall be available to CITY.
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.
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. Effect of Failure to Provide Insurance. If CONSULTANT fails to provide the specified insurance, then CONSULTANT will defend, indemnify and hold harmless CITY and CITY’s officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to CITY (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of CONSULTANT, its subcontractors, agents, employees or delegates. CONSULTANT agrees that this indemnity shall be construed and applied in favor of indemnification. CONSULTANT also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

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

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

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

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

SECTION II – CITY’S RESPONSIBILITIES

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.

- A. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT’s request.
- B. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT’s performance of the services detailed in Exhibit 1, attached hereto.
- C. 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 from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

SECTION III – CONSIDERATION

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

SECTION IV – TERM AND TERMINATION

- A. **Term. Term.** This Contract shall be in effect until such time as the Project is completed, November 13, 2025, or as otherwise provided in this Contract, whichever comes 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, computed in accordance with Section III of this Contract.

- C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the CITY's Public Works Director/City Engineer prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the CITY's Public Works Director/City Engineer as determined by CITY.

SECTION V – INDEMNIFICATION

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

Stat. Chapter 466 or otherwise.

- B. CITY shall indemnify protect, save, and hold harmless CONSULTANT, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions of CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONSULTANT against the foregoing, or litigation in connection with the foregoing, at CITY's expense. CONSULTANT, at its expense, shall have the right to participate in the defense of any Claims or litigation. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – GENERAL TERMS

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

CITY:

David Bennett, P.E., Public Works Director/City Engineer
City of Northfield
801 Washington Street
Northfield, MN 55057
Phone: 507-645-3006
Email: David.Bennett@northfieldmn.gov

CONSULTANT:

Toby Muse
Principal
10650 Red Circle Dr. Suite 500
Minnetonka, MN 55343
tmuse@sehinc.com

- D. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- E. **Electronic/Digital Data.** Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a Project deliverable by this Contract or except as otherwise explicitly provided in this Contract, all electronic/digital data developed by CONSULTANT as part of the Project is acknowledged to be an internal working document for CONSULTANT's purposes solely and any such information provided to CITY shall be on an "as is" basis strictly for the convenience of CITY without any warranties of any kind. In the event of any conflict between a hard copy document and the electronic/digital data, the hard copy document governs. The electronic/digital data shall be prepared in the current software in use by CONSULTANT and is not warranted to be compatible with other systems or software.
- F. **Opinions or Estimates of Construction Cost.** Where provided by CONSULTANT as part of Exhibit 1 or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of CITY and CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. CITY acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

- G. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws. CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.
- H. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.
- I. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, CONSULTANT must pay all subcontractors, less any retainage, within Ten (10) calendar days of CONSULTANT's receipt of payment from CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).
- J. **Assignment.** This Contract may not be assigned by either PARTY without the written consent of the other PARTY.
- K. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of CITY and CONSULTANT.
- L. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt,

and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract. CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.

- M. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either PARTY is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the PARTY affected by force majeure shall give written notice with explanation to the other PARTY immediately.
- N. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- O. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- P. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with CITY.
- Q. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- R. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- S. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials

have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.

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.

- T. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.* CONSULTANT agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. CONSULTANT understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONSULTANT in performing those functions that the CITY would perform is subject to the requirements of the Act, and CONSULTANT must comply with those requirements as if it were a government entity. This does not create a duty on the part of CONSULTANT to provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Contract.
- U. **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.
- V. **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.
- W. **Patented Devices, Materials and Processes.** If this Contract requires, or CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any

costs, liability, expenses and attorney's fees that result from any such infringement.

- X. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on CITY's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.
- Y. **Construction Observation.** CONSULTANT shall visit the project at appropriate intervals during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Project plans and specifications, and shall be responsible for notifying CITY of any errors or omissions in contractor's work or any deviations in the contractor's work from the Project plans and specifications developed by CONSULTANT.
- Z. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- AA. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- BB. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- CC. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any PARTY or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- DD. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any PARTY to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing PARTY.

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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: SHORT-ELLIOT-HENDRICKSON INCORPORATED

By: Toby Muse Date: 3/13/2024
(Signature)

Title: Principal

Print Name: Toby Muse

CITY OF NORTHFIELD:

By: _____ Date: _____
Rhonda Pownell, Its Mayor

By: _____ Date: _____
Lynette Peterson, Its City Clerk

EXHIBIT 1

SCOPE OF SERVICES

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

PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES

2025 Reclamation and Overlay Project

NORTHFIELD, MINNESOTA | FEBRUARY 29, 2024



Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists

February 29, 2024

Sean Simonson
City of Northfield
Sean.Simonson@northfieldmn.gov



Building a Better World
for All of Us®

Re: 2025 Reclamation and Overlay Project

Dear Mr. Simonson:

The City of Northfield is planning for the 2025 Reclamation and Overlay Project as part of your annual street maintenance program. This continues your commitment to extend the useful life of your streets and provide safe travel for all users. The City will see successful outcomes on this project by working with a trusted professional engineering partner to collaborate and lead these improvements from start to finish.

Short Elliott Hendrickson Inc. (SEH®) is invested in the continued upgrades in Northfield to meet the high standards you have set for your community. We have assembled an experienced team to deliver efficient, cost-effective service for the City and your stakeholders. Our commitment to delivering a successful project is built on the following key considerations:

Project outcomes that meet Northfield’s long-term needs. A successful reclamation and overlay project will implement the identified improvements while providing long-term benefits in terms of mobility, durability, and future maintenance. Additionally, SEH will work with you to leverage the opportunity to enhance multimodal connectivity and safety in the community. With our experience delivering projects with similar goals and priorities, we will balance these issues to provide solutions that meet the City’s needs.

Clear communication and project management. Our approach will be built on our previous experience with the City on a number of projects, including the 2022 Mill and Overlay and 2023 Reclamation and Overlay projects. Project Manager William Bauer and the rest of our team offer strong working relationships and cohesiveness with your staff. With City staff taking the lead on the feasibility study and the design of the mill and overlay, consistent communication will be critical in limiting potential rework for the City and SEH.

Cost-effective and efficient results. As we have on previous Northfield projects, our team will focus on accessibility, cost-effectiveness, and constructability. We will establish a plan and identify milestones to meet your budget and schedule. Our team members offer the capacity and expertise to meet this project’s technical and documentation demands, and we will identify efficiencies for the cost and timeline wherever possible.

We have introduced our team and our approach in this proposal, and we look forward to the opportunity to discuss this project with you further. Please don’t hesitate to contact me at 952.912.2629 or wbauer@sehinc.com if you have any questions or would like additional information.

"We look forward to continuing
our successful partnership with
Northfield. We're ready to get
to work!"



**WILLIAM BAUER PE
(MN), ENV SP**

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507
651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com
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The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

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The information contained in this Proposal was prepared specifically for you and contains proprietary information. We would appreciate your discretion in its reproduction and distribution. This information has been tailored to your specific project based on our understanding of your needs. Its aim is to demonstrate our ideas and approach to your project compared to our competition. We respectfully request that distribution be limited to individuals involved in your selection process.

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NFIEL 176999



Project Understanding/Goals/Objectives

GOALS

- ✓ **Extend the service life of all streets** by 15 years within mill and overlay areas and by 25 years in pavement reclamation areas, with spot repair of curb and gutter, driveway aprons, and sidewalks throughout the project area.
- ✓ **Improve pedestrian and bicycle connectivity and safety** through the addition of sidewalks, trails, bikeways, and pedestrian crossings, as recommended by the Pedestrian and Bikeway Analyzation plan and Complete Streets Policy.
- ✓ **Develop intersection design plans** for all intersections, including upgrading in-place pedestrian facilities to meet Americans with Disabilities Act (ADA) standards.
- ✓ **Analyze cross section alternatives** and provide a recommendation for Washington Street bikeway.
- ✓ **Evaluate trees** within the right-of-way to provide condition and recommendations for removing or saving trees within the project area.
- ✓ **Coordinate and collaborate** to deliver a cohesive set of construction documents partially designed by City staff and partially designed by the consultant.

EARLY ISSUES IDENTIFICATION

Our approach to the project starts with early issue identification. Our previous experience demonstrates that early identification is key to timely resolution of challenges and issues that can impact the successful completion of a project. We believe these challenges can be resolved through the course of the design process, coordination with private utility companies, neighborhood open houses, and construction management.

The first step will be to meet with City staff to determine the areas of highest concern within the project areas. **A few areas that we think will need immediate attention include the following:**

PRIVATE UTILITY COORDINATION

We will take a proactive approach to identifying potential private utility issues early in the process to mitigate impacts to the overall project schedule. During development of the 2022 NW Area Mill and Overlay and 2023 Reclamation and Overlay projects, **William Bauer** worked with many of the same

private utility companies expected to be present within the project area. He will leverage those relationships to ensure private utility relocations do not cause construction delays. Depending on the recommended cross section, there appear to be a few private utilities along Washington Street that may require relocation.



WASHINGTON STREET IMPROVEMENTS

The City is proposing to change the cross section of this roadway to introduce a new off-street shared use trail. At the southern end, the trail will extend through private property to connect to an existing trail. SEH will begin working in this area immediately, as the City might want to engage with property owners early in the process. SEH will be ready to assist with these conversations.



A CHALLENGE: Greenhouse near future trail; many trees in right-of-way along corridor.

B CHALLENGE: Steep driveway without a flat landing at the top or bottom.



C CHALLENGE: Picket fence in the right-of-way.



D CHALLENGE: No storm sewer south of Ames, all run-off goes to private property.

OPPORTUNITIES:

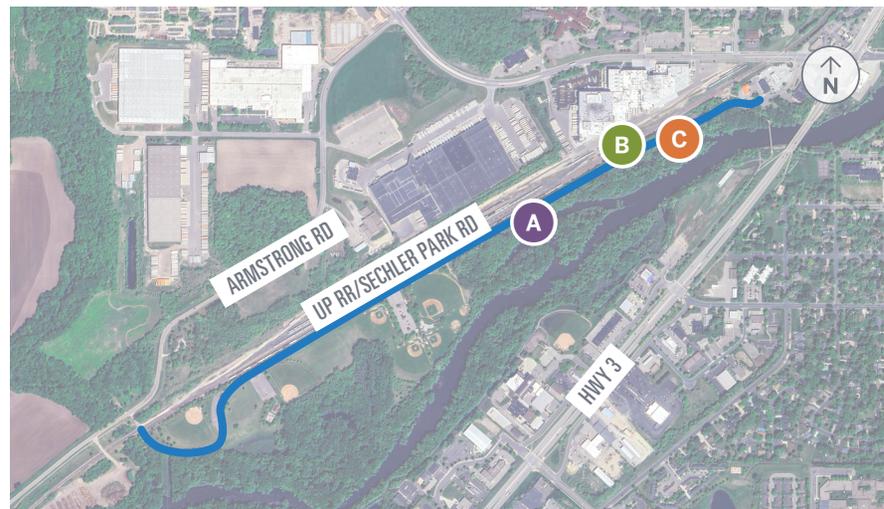
A B C SEH will develop bikeway design alternatives to limit private property impacts. We'll also review issue **D** with City staff to brainstorm potential solutions.

SECHLER PARK ROAD TRAIL

The existing trail appears to be narrow, approximately 6 ft. wide and runs in and out of the Union Pacific Railroad right-of-way. Should the DNR funding become available, SEH sees these main challenges:

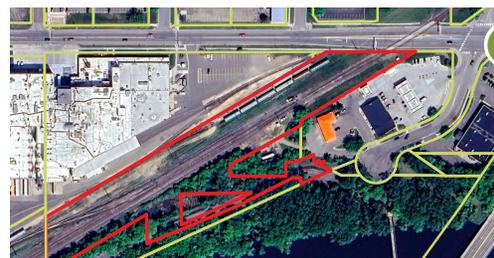
- **Potential for widening:** Most bike trails are a minimum of 8 ft. wide. If the City wishes to widen the trail, there may be wetland and floodplain impacts.
- **Railroad right-of way:** Whether or not the trail is replaced in the same width and location, there are likely existing railroad agreements that will need to be reviewed. As soon as the City indicates that DNR funding has been awarded and the project is set to move forward, SEH will immediately get to work on understanding any environmental concerns and railroad issues. Wetland delineation services and floodplain modeling are value added services not included in this base proposal.

The image to the right summarizes a few other challenges this trail segment presents. Please note that wetland, railroad coordination, and floodplain services are available upon request and not included in SEH's base scope of work.



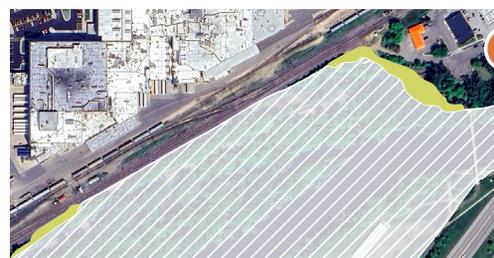
CHALLENGE: Potential wetland impacts.

OPPORTUNITY: **Rebecca Beduhn**, SEH wetland scientist, has the expertise to guide the City through any wetland delineation and permitting process impacts.



CHALLENGE: Potential Union Pacific Railroad ROW impacts.

OPPORTUNITY: **Bryan Remer** is SEH's technical expert regarding railroad operations. Both he and **William Bauer** have railroad right-of-way experience within the City.



CHALLENGE: Zone AE Floodplain.

OPPORTUNITY: **Lindsey Roberts McKenzie** provides expertise on floodplain issues and is available to assist should the Sechler Trail project impact the floodplain.

LAUREL COURT TRAIL

There appear to be some constraints with constructing a new trail along the west side of Laurel Court between TH 19 and Sechler Park (refer to the image at the right). Right-of-way might be tight to fit a new trail, and Kwik Trip has an existing retaining wall that might pose a challenge. SEH will begin exploring options for this trail segment early in the process to inform the City of any right-of-way needs or design alternatives for their consideration.



Laurel Court existing retaining wall poses a challenge to trail expansion.



We will quickly identify parcels requiring easements as well as their approximate limits so City staff may begin discussions with property owners. Doing so will help ensure easement negotiations do not delay construction.

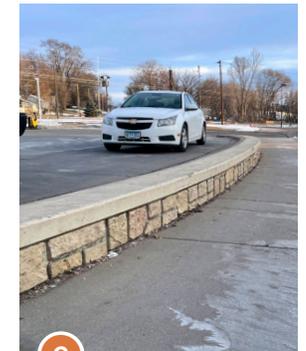
WILLIAM BAUER PE | PROJECT MANAGER



CHALLENGE:
Steep driveway;
existing fire hydrant.



CHALLENGE:
Narrow boulevard;
signage in right-of-way.



CHALLENGE:
Existing Kwik Trip
retaining wall.

OPPORTUNITIES:

These challenges can be solved by changing the trail location to be on the south/east side of Laurel Court, or by reducing the roadway width and moving the curb in to create more space for the trail on the north/west side of Laurel Court.

Approach/ Work Plan

COLLABORATION/COORDINATION

In order to ensure a successful collaboration between the City and SEH, the very first step will be to hold a meeting with City staff to confirm that both parties have a clear understanding of the expectations. In addition, SEH will determine the most pressing issues with the project areas to create a plan to address these concerns.

The City of Northfield staff will design the final construction plans for the mill and overlay portions of the project based on base mapping and files provided by SEH. The City-designed plans will be incorporated into the final planset for bidding the project.

TOPOGRAPHIC SURVEY AND FIELD INVESTIGATION

Upon completion of the kickoff meeting with City staff, **William Bauer** will engage the design survey team and initiate the topographic field survey. SEH will conduct a full topographic field survey of the following:

- Full topographic survey of the project boundaries, including property pins
- All project intersections requiring ADA curb ramp upgrades
- Roadway reclamation areas
- Locations of proposed sidewalks, trails, and bikeways
- Spot curb and gutter and sidewalk repair locations
- Easement acquisition areas

Once the field work and available mapping has been collected, processed electronically, and vetted through our internal QA/QC process, we will perform a field review of the project site to ensure the base map is accurate and nothing was missed. To ensure the City staff completing the design of the mill and overlay portions have time to complete the design, the base map will be provided to the City as soon as it is completed.

SEH has teamed with **WSB** to provide geotechnical drilling and coring services. Lab testing will be completed by **Soil Engineering Testing, Inc. (SET)** and will be reviewed and determined by SEH geotechnical staff.

A geotechnical memorandum will be provided as a deliverable for the geotechnical portion and will provide final soil boring logs with soil types,

groundwater elevations, and laboratory testing, as well as pavement design recommendations, if full depth replacement of some areas is determined to be required.

Davey Resource Group (DRG) will collect tree and site data on all right-of-way trees within the project area. Additionally, an arborist's report will be developed that includes detailed information of overall tree condition and project of fate following project completion. A tree inventory will be provided in the City's preferred GIS format. DRG will also recommend which trees should be saved and which should be removed with this project. Trees that are recommended to be removed will be replaced at a 2:1 ratio from the City's Acceptable Boulevard Tree List.

PEDESTRIAN AND BICYCLE IMPROVEMENTS

Improving the connectivity for both bicyclists and pedestrians will be an important component of this project. In addition to ADA upgrades of existing pedestrian facilities, we will also implement the addition of new trail connections, off-street shared use trails, on-street bikeways, and sidewalks in various locations within the project area.

Our experienced multimodal lead, **Heather Kienitz**, will be a key team member in reviewing proposed sections for Washington Street and making a recommendation. She will also lead review of the four identified pedestrian crossing locations and identify up to two improvement alternatives per crossing. With more than 24 years of local, state, and national experience, she has evaluated and delivered numerous crossing enhancement projects for communities across the state.



The pedestrian and bicycle improvements will be designed considering the following:

- City of Northfield Pedestrian + Bikeway Analyzation, October 2022
- City of Northfield Complete Streets Policy, July 2012
- MnDOT's Bicycle Facility Design Manual
- Federal Highway Administration (FHWA) Safe Transportation for Every Pedestrian (STEP) Guide
- Reviewing available data, such as speed, crash, traffic (vehicular, transit, pedestrian, bicyclist), transit activity, and existing and proposed land use to understand pedestrian origins and destinations and demographic data for each location
- Understanding the relationship and connectivity to existing and planned multimodal facilities

The 2022 Pedestrian + Bikeway Analyzation calls for Green Stormwater Infrastructure (GSI) to be incorporated in Capital Improvement Projects. Table 3 indicates that limited GSI will be incorporated in mill and overlay projects, standard GSI will be included in reclamation projects, and opportunistic GSI will be used for sidewalk and trail projects.

This project includes all three types of Capital Improvements, and therefore, we have included our GSI specialist, [Lisa Breu](#), on the SEH team. Lisa has 12 years of experience as a water resources engineer and has expertise in incorporating GSI into retrofit projects.

SEH will engage with the City throughout the process and review the tradeoffs for each design location. This includes, but is not limited to, the following considerations:

- | | |
|-----------------------------|-------------------------------|
| ○ Parking removal/retention | ○ Geometric changes |
| ○ Lane dimensions | ○ Maintenance needs |
| ○ Safety improvements | ○ Right-of-way/easement needs |

SEH recommends adding additional public engagement for property owners along Washington Street. The proposed improvements will be impactful to all of the properties along the corridor, and extra care should be considered when working with these property owners. We have included an optional value added service for additional public engagement.

Final recommendations will be based on the results from these discussions. The City will approve the preferred improvements for each location, which will be included in the final design.

EASEMENT ACQUISITION

It is anticipated that easements will need to be acquired from at least one property for the Washington Street trail extension. SEH will provide construction limits for review by the City. Our Registered Land Surveyor, [Theo Brown](#), will then prepare parcel sketches and legal descriptions for the City to negotiate with the property owner.

UTILITY IMPROVEMENTS

The City will provide inventories for storm and sanitary structures to determine which may require rehabilitation or replacement. The SEH design team will incorporate these improvements into the final plans and specifications. Additionally, gate valve bolt replacements will be included in the reclamation areas.

FINAL DESIGN

SEH will prepare final design plans and specifications in accordance with City standards. The mill and overlay portions of the project that were designed by City staff will be given a Quality Assurance/Quality Control (QA/QC) review. Any additional drafting assistance will be provided, as requested. These plans will be incorporated into the overall bid package. Our special provisions will be combined with the City's contract provisions to complete the entire bid proposal. As part of the final plans and specifications, we will:

- Define the schedule and controls for contractors that give the City power to enforce the schedule
- Clearly identify traffic control and residential/business access requirements
- Identify private utility impacts

SEH will provide 50% and 95% design documents and a cost estimate that will be reviewed with City staff at each milestone. All plan sets will be prepared and delivered in the format and order required by the City.

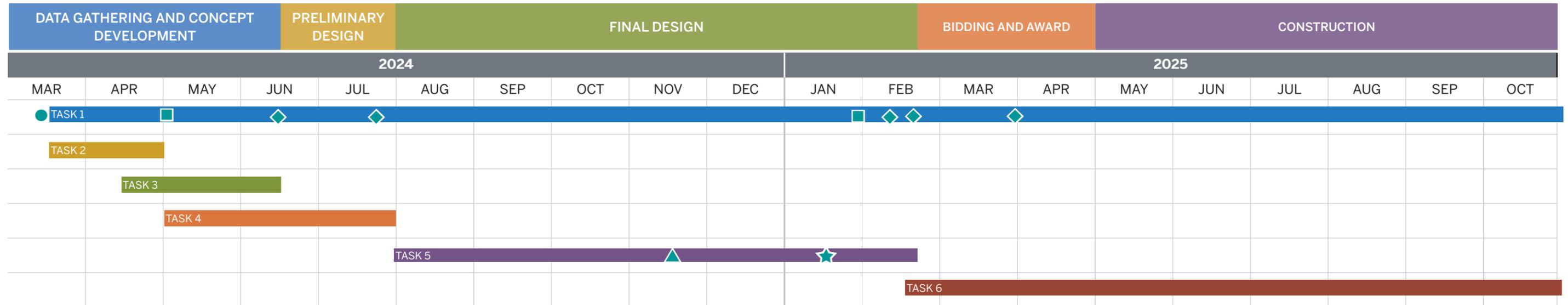
BIDDING AND CONSTRUCTION SERVICES

The project team will provide bidding services that include the following:

- Assist the City with advertising the project through award of the contract
- Provide answers to bidder's questions and prepare addenda (if required)
- Prepare and distribute bid documents
- Prepare a letter of award recommendation

For construction services, SEH will provide construction staking and will utilize WSB to provide field testing services that meet MnDOT requirements.

TASK BREAKDOWN AND SCHEDULE



- Kick-off Meeting
- ◆ Council Meetings
- Neighborhood Meetings
- ▲ 50% Plan Submittal
- ★ 95% Plan Submittal

TASK 1
PROJECT MANAGEMENT, COORDINATION, QUALITY CONTROL

- Project schedule
- Monthly progress reports and invoices
- QA/QC plan
- Meeting agendas and minutes


 William Bauer


 Jen Desrude

TASK 2
TOPOGRAPHIC SURVEY AND FIELD INVESTIGATION

- Topographic survey
- Base map
- Tree Inventory and condition report
- Geotechnical memorandum


 Brian Lenzen



 Davey Resource Group

TASK 3
PEDESTRIAN AND BIKE IMPROVEMENTS

- Review and selection of proposed Washington Street multimodal improvements
- Trail alignments and profiles
- Intersection improvements (two alternatives)
- Green Stormwater Infrastructure (GSI) concepts


 Heather Kienitz


 Lisa Breu

TASK 4
PRELIMINARY DESIGN/FEASIBILITY

- 30% plans
- Opinion of probable cost
- Easement acquisition parcel sketches and legal descriptions
- Feasibility report figures
- Neighborhood meeting materials


 Nina Bonanno


 Theo Brown

TASK 5
FINAL DESIGN

- 50% plans, specifications, and cost estimate
- 95% plans, specifications, and cost estimate
- 100% bid documents, engineer's estimate


 Nina Bonanno


 William Bauer

TASK 6
BIDDING AND CONSTRUCTION SERVICES

- Ad for bid
- Addenda, if needed
- Bid tabulation
- Award recommendation letter
- Construction staking
- Materials testing


 William Bauer

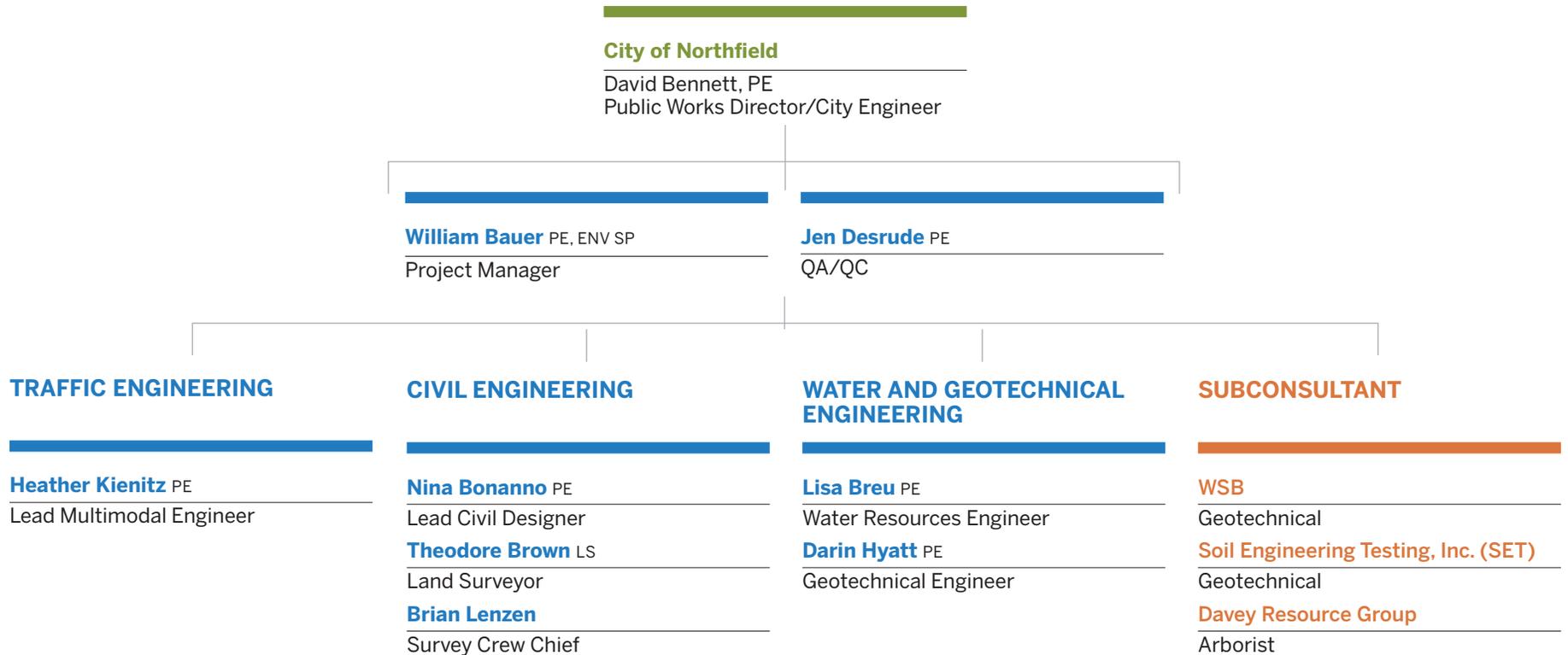


 Brian Lenzen



Team

SEH has assembled a team that regularly partners with clients on similar street improvement projects. We also have experience working together on similar projects, including recent projects in the City of Northfield. By selecting SEH, you are choosing quality service and thorough local experience. We have provided an organizational chart below followed by information about each person's role, background, and experience.



The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.



12

**YEARS OF
EXPERIENCE**



EDUCATION

Bachelor of Science
Civil Engineering
Bradley University - Peoria, IL



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in Minnesota, Iowa, and
South Dakota

ENVISION Sustainability Professional (ENV SP)



2023 Reclamation and Overlay – Northfield

William was the project manager and primary point of contact for the City, responsible for overseeing the team and overall project delivery. As part of the City's annual street improvements program, SEH provided preliminary and final design services for full depth pavement reclamation and mill and overlay on a series of residential neighborhood streets. The project included the development and implementation of on- and off-street bikeways as well as new sidewalks.

WILLIAM BAUER PE, ENV SP

PROJECT MANAGER | SEH

William will be the City's primary point of contact, responsible for oversight of the team, budget, and schedule.

William is a professional engineer who has worked on a variety of municipal roadway projects. His experience includes the design of existing roadway reconstructions and rehabilitations, recreational trails, site design and grading, stormwater collection systems, sanitary sewer systems, and water distribution systems. William's responsibilities include preliminary and final design, cost estimating, preparing project plans and specifications, and overseeing construction management for complex projects.

WILLIAM'S RELEVANT TRAIL AND CONSTRUCTION EXPERIENCE INCLUDES:

- 2023 Reclamation and Overlay– Northfield, MN
- 2022 Mill and Overlay - Northfield, MN
- TH 246 and Jefferson Parkway - Northfield, MN
- Division and 7th Street Reconstruction - Northfield, MN
- Spring Creek Road Reconstruction - Northfield, MN
- 5th Avenue Reconditioning - South St. Paul, MN
- Eden Avenue and Brookside Avenue Improvements - Edina, MN
- 2021 Utility Reconstruction - Crystal, MN
- 2021 Street Improvements - West St. Paul, MN
- City Wide Trail Gap Improvements – Lakeville, MN
- I-35W Frontage Trail Design and Construction – Burnsville, MN
- Robert Street Underpass (Dakota County) – West St. Paul, MN
- Johnson Parkway Trail Design – Saint Paul, MN
- City Hall Raised Crossing and Trail Design – Edina, MN
- Minnesota River Greenway Fort Snelling Segment Design – Dakota County, MN
- 2022 Street Improvements - West St. Paul, MN

JEN DESRUDE PE

QA/QC | SEH

Jen will be responsible for timely reviews of deliverables and compliance with design standards. Jen is a project engineer with extensive experience overseeing improvement projects, development and permit review, stormwater management, right-of-way management, traffic management, and special assessment processes. She manages Capital Improvement Plan (CIP) development and implements projects. Jen also coordinates funding strategies for a variety of projects

EXPERIENCE

- Williams Drive Corridor Study – Burnsville, MN*
- Maintenance Planning for Pedestrian and Bicycle Facilities within MnDOT’s Right-of-Way - Pilot Project (MnDOT West Metropolitan District) – Various Locations, MN
- I-35W Frontage Trail Design and Construction – Burnsville, MN*
- Multimodal and Complete Streets Study – Burnsville, MN*
- Cliff Road/CSAH 32 Corridor and Multi-Modal Preliminary Engineering – Burnsville, MN*

**Project experience prior to joining SEH*

NINA BONANNO PE

LEAD CIVIL DESIGNER | SEH

Nina will lead the civil design team and the development of the plans and specifications. Nina is a professional engineer with experience providing preliminary and final design for a variety of municipal projects. She has served as lead designer on projects that includes roadways, storm sewer systems, shared use paths, trails, and ADA improvements. Nina’s typical responsibilities include grading plans, site plan layouts, cost, and quantity estimates. She has experience with a variety of software programs and techniques, including MicroStation, GEOPAK Design, AutoCAD Civil 3D, and SewerCAD.

EXPERIENCE

- 2023 Reclamation and Overlay– Northfield, MN
- Eden Avenue and Wilson Road – Edina, MN
- Greenway Accelerations Final Design – Dakota County, MN
- 2022 Street Improvements – Blaine, MN
- City Wide Trail Gap Improvements – Lakeville, MN



23
YEARS OF
EXPERIENCE



EDUCATION

Master of Public Affairs
Humphrey School of Public Affairs

Bachelor of Science
Civil Engineering
North Dakota State University-Fargo



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in Minnesota



9
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering
Michigan Technological University-Houghton



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in North Dakota

SPENCER SZYMONOWICZ

TECHNICIAN | SEH

Spencer will support the develop of the project design, plans, and specifications. He is a civil engineering technician with experience working on designs for a variety of municipal projects. Spencer's experience includes roadways, utilities, trails, and water treatment projects. He also offers experience in corrosion control, soils testing, and ASTM concrete materials. Spencer has hands-on experience with Trimble Robotic Total Station, Trimble R10 GPS, Digital, and Automatic Levels. Spencer's computer experience includes AutoCAD Civil 3D, Esri ArcMap, and Microsoft Office suite.

EXPERIENCE

- 2022 Mill and Overlay - Northfield, MN
- Eden Avenue/Wilson Road – Edina, MN
- 2021 Utility Reconstruction - Crystal, MN
- Eden Avenue and Brookside Avenue Improvements – Edina, MN
- Moreland Avenue Street Improvements – West St. Paul, MN



14
YEARS OF
EXPERIENCE



EDUCATION

Associate of Applied Science
Civil Engineering Technology
Southeast Technical Institute - Sioux Falls, SD

Associate
General Studies
University of Wisconsin-Superior

HEATHER KIENITZ PE

LEAD MULTIMODAL ENGINEER | SEH

Heather will provide guidance for the off-street trails and other multimodal improvements. Heather has dedicated herself to developing highly inclusive, context-sensitive solutions for built environments for the past 26 years. She routinely leads multimodal traffic engineering projects for area plans, preliminary designs and final designs. Heather's particularly experienced with the retrofit, reconstruction, or new construction of bicycle and pedestrian facilities and enhancements.

EXPERIENCE

- Minnesota's Best Practices for Pedestrian and Bicycle Safety Handbook Update – MnDOT
- MnDOT Complete Streets Workshops Instructor – Various Locations in Minnesota
- Multimodal Plan and Complete Streets Study – Burnsville, MN
- Johnson Parkway Trail Design – Saint Paul, MN
- TH 246 and Jefferson Parkway – Northfield, MN



26
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering
University of Minnesota-Twin Cities



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in Minnesota

LISA BREU PE

WATER RESOURCES ENGINEER | SEH

Lisa will be responsible for stormwater design and providing any needed recommendations for GSI. She has extensive experience in hydrologic and hydraulic modeling, water quality modeling, rural and urban drainage design, and green infrastructure permitting and design. Her projects have ranged from feasibility and conceptual design to final design and construction administration. Lisa excels at complex problem solving and collaborating with multidisciplinary teams to develop sustainable solutions that are cost-effective and maintainable.

EXPERIENCE

- CSAH 36 and 37/University Avenue and 4th Avenue –Hennepin County, MN*
- Upper Dowling Avenue – Minneapolis, MN*
- Hoyer Heights Street Reconstruction – Minneapolis, MN*
- 40th St. NW Flood and Storm Sewer Modeling – Rochester, MN*
- Robert Street Reconstruction – West Saint Paul, MN*

*Project experience prior to joining SEH

DARIN HYATT PE

GEOTECHNICAL ENGINEER | SEH

Darin will lead the geotechnical analysis and scoping efforts and develop the geotechnical memorandum. Darin is an experienced geotechnical and civil engineer with leadership experience in national retail, residential, commercial, solar farms, transportation, and mixed-use projects. He has developed projects with a range of funding sources for a variety of clients including state and federal agencies, municipalities, and private businesses. Darin is experienced with Microsoft Office, Deltek Vision, and industry specific software such as LPILE, APILE, Driven, and gINT.

EXPERIENCE

- 2023 Reclamation and Overlay– Northfield, MN
- Lake Road Trail Improvements Design – Woodbury, MN
- City Wide Trail Gap Improvements Design – Lakeville, MN
- I-35W and Aldrich Avenue - Burnsville, MN
- Eden Avenue and Wilson Road - Edina, MN



12
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering (Emphasis:
Environmental Engineering)
University of Minnesota-Twin Cities



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in Minnesota and Wisconsin



32
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering
University of North Dakota-Grand Forks



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in Minnesota, Illinois, North Dakota, and South Dakota

BRIAN LENZEN

SURVEY CREW CHIEF | SEH

Brian will serve as task manager for the design topographic survey and construction staking phases of the project. Brian is a survey crew chief with transportation and civil engineering experience. Brian has served as a crew member, instrument operator, and currently as a crew chief on multiple street and roadway projects. His primary responsibilities include scheduling crews and assisting registered land surveyors with land surveying, designing plats, CAD drafting, and mathematical detailing for plats and land tract records.

EXPERIENCE

- 2023 Reclamation and Overlay – Northfield, MN
- 2022 NW Area Mill and Overlay – Northfield, MN
- 2021 Utility Reconstruction – Crystal, MN
- TH 246 and Jefferson Parkway – Northfield, MN
- Division and 7th Street Reconstruction – Northfield, MN

THEODORE BROWN LS

LAND SURVEYOR | SEH

Theo will manage the land and location surveying efforts. Theo is an experienced survey leader and has served in various capacities and roles. He has spent time in both the private and public sector, and he has worked on a wide base of project types in both the field and the office. Theo's responsibilities include scheduling, oversight, and completion of all survey related work tasks. Completing jobs for all levels of government agencies and commercial developments has kept him well-rounded for all survey types.

EXPERIENCE

- Koehler Road Trail – Vadnais Heights, MN
- 2023 Street Improvements – Blaine, MN
- City Wide Trail Gap Improvements – Lakeville, MN
- Eden Avenue and Wilson Road – Edina, MN
- CSAH 23 Mill and Overlay Design, CSAH 42 to 138th Street (Dakota County) – Apple Valley, MN



32
YEARS OF
EXPERIENCE



EDUCATION

Technical Degree
Brainerd Community College -
Brainerd, MN



REGISTRATIONS/CERTIFICATIONS

MnDOT: Aggregate Production



20
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Surveying and GIS
St. Cloud State University -
St. Cloud, MN

Associate of Arts
Business
Century College - White Bear Lake, MN



REGISTRATIONS/CERTIFICATIONS

Professional Land Surveyor in Minnesota and
Wisconsin

Project Experience

2023 RECLAMATION AND OVERLAY NORTHFIELD, MN

KEY PROJECT DESCRIPTION

As part of the City's ongoing street improvements program, SEH was selected to provide preliminary and final design services for full depth pavement reclamation and mill and overlay on a series of residential neighborhood streets. The project included the development and implementation of on- and off-street bikeways as well as new sidewalks to improve connectivity in the City's multimodal network. SEH also developed pedestrian crossing improvements in several locations, which included enhanced signing and striping, bumpouts, and raised crosswalks.



KEY SIMILAR FEATURES

- Pavement reclamation
- Mill and overlay
- ADA improvements
- Utility repairs
- On-and-off street bikeways
- Sidewalks



CLIENT

City of Northfield



KEY PERSONNEL

William Bauer
 Nina Bonanno
 Darin Hyatt
 Heather Kienitz
 Davey Resource Group

2022 NW AREA MILL AND OVERLAY

NORTHFIELD, MN



SEH provided design and construction administration services for the City of Northfield's NW Area Mill and Overlay project. As part of the City's annual pavement rehabilitation program, the project included pedestrian curb ramp replacement, spot curb and gutter and sidewalk repair, sidewalk and trail extensions, bituminous pavement mill and overlay, and analysis and implementation of bikeway facilities. Bikeway facilities that were analyzed included off street trails, shared lanes, bicycle lanes, buffered bicycle lanes, and two-way cycle tracks. The project also included extensive public engagement to present bikeway alternatives to the public and gather feedback.

CSAH 19 (WOODBURY DRIVE) LOCAL ROAD CAPACITY AND SAFETY IMPROVEMENTS

WOODBURY, MN



SEH worked closely with Washington County and the City of Woodbury to develop a preliminary and final design for Woodbury Drive (CSAH 19) that not only satisfied the needs for this important regional arterial, but also addressed the operations and safety of entire commercial area roadway system from I-94 to Tamarack Road, including Hudson Road, Commerce Drive, Rivertown Drive, and Tamarack Road. The traffic study analysis played a key role in determining intersection design and relief for future congestion, ultimately recommending adding a lane in each direction to CSAH 19, turn lane recommendations, and geometric improvements to all of the major intersections in the corridor. Recommendations for overall surface water management for the area, pavement improvements, trail connection improvements, and landscaping treatments were all addressed in the preliminary design phase and refined to complete the \$17 million construction plan documents.



CLIENT

City of Northfield



KEY PERSONNEL

William Bauer
Spencer Szymonowicz
Brian Lenzen
Davey Resource Group



CLIENT

City of Woodbury



KEY PERSONNEL

Heather Kienitz
Theodore Brown
Brian Lenzen



Cost

FEE SUMMARY

SEH will perform the work tasks as identified in the City's RFP and as outlined in our project approach and scope for an estimated fee of **\$277,817** plus an additional fee for subconsultant services of **\$72,065** for a total project fee of **\$349,882**. Our fee includes reimbursable expenses. We will bill the City on a monthly basis for reimbursable expenses and on an hourly basis for labor.

Our fee is summarized in the table to the right and further detailed in the Task Hour Budget (THB) that follows.

TASK	DESCRIPTION	COST
1	Project Management and Coordination	\$30,537
2	Topographic Survey and Field Investigation	\$38,150
3	Pedestrian and Bicycle Improvements	\$34,326
4	Preliminary Design and Feasibility	\$16,668
5	Final Design	\$122,041
6	Permitting, Bidding, and Construction Services	\$36,095
Total SEH Fee		\$277,817
	Davey Resource Group (Arborist Review)	\$3,313
	WSB (Geotechnical)	\$8,963
	Soil Engineering Testing Lab. (Geotechnical)	\$713
	WSB Materials Testing (Materials Testing)	\$59,076
Total Subconsultant Fee		\$72,065
Total Fee		\$349,882

ASSUMPTIONS

TASK ASSUMPTION

- 1 SEH staff will be in-person for the kick-off meeting, the neighborhood meetings, and the City Council meetings. All other meetings are assumed to be virtual.
- 1 The City will lead the neighborhood open house and SEH will prepare boards and have SEH staff available for questions.
- 1 The City will lead the City Council presentation and SEH will be available for questions.
- 3 For pedestrian and bicycle improvements, each location is assumed to include up to two alternatives for the City to select their preferred to advance to final design. Some locations may only need one option for consideration.
- 3,4 Wetland delineation and permitting services are not included in this scope of work.
- 3,4 Floodplain analysis services are not included in this scope of work.
- 3,4 Railroad coordination services are not included in this scope of work.
- 4 The City is preparing the feasibility report and SEH will provide figures and cost estimates to the City for inclusion in the report.
- 4 SEH will prepare a parcel sketch and legal descriptions for easement acquisition for one parcel. The City will lead all aspects of the easement acquisition process including, but not limited to: negotiation with the property owner, preparation of the easement document, and recording of the easement document.
- 5 The City will prepare plans for the mill and overlay portions of the project for insertion into the full project planset.
- 6 The City will complete construction administration and inspection for the project. SEH will provide construction staking, a subconsultant for materials testing, and as-builts.



Project: 2025 Reclamation and Overlay Project

Client: Northfield, MN

Prepared by: JCD

Reviewed By: WB

Prepared Date: 2/27/2024

Reviewed Date: 2/28/2024

Date: 02/29/24

Billing Title	CSM/PM	QA/QC	PE	Tech	Multi-Modal Lead	Water Resources	Geotech	Geotech	Survey Crew Chief	RLS	GIS Analyst	Accounting Rep	Admin Tech	Expenses	Total
TASK 1 - Project Management/Coordination															
1.1 Contract and General															
Develop & execute City agreement	1												1		2
Create project in accounting system	1											1			2
Invoice management (April 24 - Oct 25)	10											10			20
Develop QA/QC and PM Plan	2	2													4
Subtotal Hours	14	2										11	1	N/A	28
Subtotal Fees	\$3,062.22	\$550.38										\$1,400.60	\$132.85		\$5,146.05
1.2 Meetings															
Kickoff meeting with City	3	3	3		3										12
Internal kick-off meeting with SEH	3	1	1	1	1	1	2	1							11
30%, 50%, and 95% design review meetings	3		3		3	3									12
Neighborhood meetings	16		12	12	8										48
City Council Meetings	8														8
Private Utility Meetings	4		10	6											20
Subtotal Hours	37	4	29	19	15	4	2	1						N/A	111
Subtotal Fees	\$8,093.01	\$1,100.75	\$4,492.87	\$2,351.43	\$3,845.53	\$921.79	\$449.70	\$197.64							\$21,452.71
1.3 Project Correspondence															
Client email updates and phone calls	12														12
Subtotal Hours	12													N/A	12
Subtotal Fees	\$2,624.76														\$2,624.76
Task 1 Hours Summary	63	6	29	19	15	4	2	1				11	1	N/A	151
Task 1 Fee Summary	\$13,779.99	\$1,651.13	\$4,492.87	\$2,351.43	\$3,845.53	\$921.79	\$449.70	\$197.64				\$1,400.60	\$132.85	\$1,313.32	\$30,536.84
TASK 2 - Topographic Survey & Field Investigation															
2.1 Topographic Survey															
Topographic Survey									80						80
Subtotal Hours									80					N/A	80
Subtotal Fees									\$11,101.25						\$11,101.25
2.2 Data Collection & Base Files															
Gopher State One Call			1	4									4		9
Collect data (LIDAR, Aerial imagery, master plans, reports, GIS parcels, etc.), private utility mapping			2	2											4
Reduce data into basemap (Create CAD base file)			2	3											5
Reduce topo data into EG surface			2	16											18
Create RW file				8						12					20
Review and document sidewalk, pavement, and curb/gutter condition	8		8												16
Subtotal Hours	8		15	33						12			4	N/A	72
Subtotal Fees	\$1,749.84		\$2,323.90	\$4,084.05						\$2,200.38			\$531.42		\$10,889.59



Project: 2025 Reclamation and Overlay Project

Client: Northfield, MN

Prepared by: JCD

Reviewed By: WB

Prepared Date: 2/27/2024

Reviewed Date: 2/28/2024

Date: 02/29/24

	Billing Title	CSM/PM	QA/QC	PE	Tech	Multi-Modal Lead	Water Resources	Geotech	Geotech	Survey Crew Chief	RLS	GIS Analyst	Accounting Rep	Admin Tech	Expenses	Total
2.3	Geotechnical Investigation															
	Stake and survey soil borings									6						6
	Subsurface Investigation	1						13								14
	Geotechnical Analysis			1				12								13
	Geotechnical Report			1				12	4					2		19
	Subtotal Hours	1		2				37	4	6				2	N/A	52
	Subtotal Fees	\$218.73		\$309.85				\$8,319.50	\$790.55	\$832.59				\$265.71		\$10,736.94
2.4	Arborist Report															
	Arborist Report - Davey Resource Group															
	Subtotal Hours														N/A	
	Subtotal Fees															
	Task 2 Hours Summary	9		17	33			37	4	86	12			6	N/A	204
	Task 2 Fee Summary	\$1,968.57		\$2,633.75	\$4,084.05			\$8,319.50	\$790.55	\$11,933.85	\$2,200.38			\$797.12	\$18,410.60	\$51,138.38
TASK 3 - Pedestrian & Bicycle Improvements																
3.1	Bikeway/Trail Design															
	Laurel Ct Trail Connection	2	1	8	24	1										36
	Washington St Alternatives	2	1	12	32	1										48
	Washington to Archibald Trail Connection	2	1	8	16	1										28
	Sechler Park Road Trail Replacement	2	1	8	16	1										28
	<i>Assumptions: up to two alternatives per location</i>															
	Subtotal Hours	8	4	36	88	4									N/A	140
	Subtotal Fees	\$1,749.84	\$1,100.75	\$5,577.35	\$10,890.81	\$1,025.47										\$20,344.23
3.2	Pedestrian Crossing Improvements															
	Superior Drive Mid-Block	2		2	8	2										14
	Superior/Maple	2		2	8	2										14
	Ames/Washington	2		2	8	2										14
	Woodley/Washington	2		2	8	2										14
	<i>Assumptions: up to two alternatives per location</i>															
	Subtotal Hours	8		8	32	8									N/A	56
	Subtotal Fees	\$1,749.84		\$1,239.41	\$3,960.30	\$2,050.95										\$9,000.49
3.3	Green Stormwater Infrastructure															
	Review geotech report and drainage areas							16								16
	Subtotal Hours							16							N/A	16
	Subtotal Fees							\$3,687.17								\$3,687.17
	Task 3 Hours Summary	16	4	44	120	12	16								N/A	212
	Task 3 Fee Summary	\$3,499.68	\$1,100.75	\$6,816.76	\$14,851.11	\$3,076.42	\$3,687.17								\$1,294.52	\$34,326.41



Project: 2025 Reclamation and Overlay Project

Client: Northfield, MN

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Reviewed By: WB

Prepared Date: 2/27/2024

Reviewed Date: 2/28/2024

Date: 02/29/24

Billing Title	CSM/PM	QA/QC	PE	Tech	Multi-Modal Lead	Water Resources	Geotech	Geotech	Survey Crew Chief	RLS	GIS Analyst	Accounting Rep	Admin Tech	Expenses	Total
TASK 4 - Preliminary Design/Feasibility															
4.1	Feasibility Study/Preliminary Design														
	Prepare project area figures	2		8	2						12				24
	Develop recommended improvements	4	12												16
	GSI cross sections and inlet detail					8									8
	Subtotal Hours	6	12	8	2	8					12			N/A	48
	Subtotal Fees	\$1,312.38		\$1,859.12	\$990.07	\$512.74	\$1,843.59				\$2,146.23				\$8,664.13
4.2	30% Cost Estimate														
	Prepare Feasibility Project Cost Estimate	2	4	20		2									28
	Subtotal Hours	2	4	20		2								N/A	28
	Subtotal Fees	\$437.46		\$619.71	\$2,475.18		\$460.90								\$3,993.25
4.3	Easement Acquisition														
	Legal Descriptions and Exhibits	2								16					18
	Subtotal Hours	2								16				N/A	18
	Subtotal Fees	\$437.46								\$2,933.84					\$3,371.30
	Task 4 Hours Summary	10		16	28	2	10			16	12			N/A	94
	Task 4 Fee Summary	\$2,187.30		\$2,478.82	\$3,465.26	\$512.74	\$2,304.48			\$2,933.84	\$2,146.23			\$639.62	\$16,668.30
TASK 5 - Final Design															
5.1	Final Street and Utility Design														
	Storm Sewer Design	1	2	8											11
	Intersection/Ped Ramp Design	2	6	30											38
	Construction Phasing & Traffic Control	1	8	6											15
	Geomatics Cad File			30											30
	Removal Cad Base File			16											16
	Trail/Sidewalk final design	1	2	16	2										21
	Ped Crossing improvements final design	2	4	28	2										36
	Street Reclamation final design (Washington, Laurel, Industrial)	2	4	48											54
	Private Utility Coordination	1	8	8											17
	GSI: Refine BMP locations, volume, inlets/outlets					32									32
	Washington Storm Sewer/BMP					16									16
	50% Cost Estimate	1	6	20											27
	95% Cost Estimate	1	5	14		4									24
	100% Cost Estimate	1	4	10		2									17
	Subtotal Hours	13	49	234	4	54								N/A	354
	Subtotal Fees	\$2,843.49		\$7,591.39	\$28,959.66	\$1,025.47	\$12,444.20								\$52,864.22



Project: 2025 Reclamation and Overlay Project
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	Billing Title	CSM/PM	QA/QC	PE	Tech	Multi-Modal Lead	Water Resources	Geotech	Geotech	Survey Crew Chief	RLS	GIS Analyst	Accounting Rep	Admin Tech	Expenses	Total
5.2	Develop Construction Plans															
	Title Sheet				2											2
	General Layout				6											6
	Estimated Quantities, Notes, Standard Plates			2	4											6
	General Notes				2											2
	Tabulations				8											8
	Construction Details				4											4
	Typical Sections			1	8											9
	Traffic Control/Phasing			4	16											20
	Removals				20											20
	Incorporating Overlay plans from City				4											4
	Reclamation Plans				20											20
	Trail plan and profiles			2	32											34
	Pavement Markings and signing			4	24											28
	Intersection/Ped ramp details			2	30											32
	Tree planting plan			2	4											6
	SWPPP			2	8											10
	Erosion Control Plan			2	16											18
	Cross Sections			2	8											10
	Stormwater - 95% Plans, details costs						16									16
	Quality Control Review/Site Walk through	8	8	8	8											32
	QA/QC City of Northfield Plans	4		4	4											12
	Drafting Consultation / Design Assistance	10			40											50
	Subtotal Hours	22	8	35	268		16								N/A	349
	Subtotal Fees	\$4,812.06	\$2,201.50	\$5,422.42	\$33,167.48		\$3,687.17									\$49,290.63
5.3	Project Manual															
	Front end documentations			1										1		2
	Bidding requirements			1										1		2
	Geotechnical data			1										1		2
	Contract forms			1										1		2
	Condition of the contract			1										1		2
	Supplementary conditions			8										4		12
	Special provisions			8										4		12
	Technical specifications			8										4		12
	Quality Control review	4	4													8
	Subtotal Hours	4	4	29										17	N/A	54
	Subtotal Fees	\$874.92	\$1,100.75	\$4,492.87										\$2,258.52		\$8,727.06
5.4	Reviews															
	50% Owner Review	1	1	1	16		4									23
	95% Owner Review	1	1	1	12		4									19
	Subtotal Hours	2	2	2	28		8								N/A	42
	Subtotal Fees	\$437.46	\$550.38	\$309.85	\$3,465.26		\$1,843.59									\$6,606.53
	Task 5 Hours Summary	41	14	115	530	4	78						17	N/A		799
	Task 5 Fee Summary	\$8,967.93	\$3,852.63	\$17,816.54	\$65,592.40	\$1,025.47	\$17,974.96						\$2,258.52	\$4,552.37		\$122,040.82



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Billing Title	CSM/PM	QA/QC	PE	Tech	Multi-Modal Lead	Water Resources	Geotech	Geotech	Survey Crew Chief	RLS	GIS Analyst	Accounting Rep	Admin Tech	Expenses	Total
TASK 6 - Permitting, Bidding, & Construction Services															
6.1	Permits														
	Permits (MnDOT, County, NPDES)	2		4											6
	Subtotal Hours	2		4										N/A	6
	Subtotal Fees	\$437.46		\$619.71											\$1,057.17
6.2	Bidding														
	Prepare ad for bid and electronic bid documents	2											8		10
	Respond to bidder questions and prepare addenda	4		4	8										16
	Attend bid opening	2													2
	Review Tabulation of Bids												1		1
	Prepare recommendation letter	1											1		2
	Subtotal Hours	9		4	8								10	N/A	31
	Subtotal Fees	\$1,968.57		\$619.71	\$990.07								\$1,328.54		\$4,906.89
6.3	Construction Services														
	Review shop drawings/submittals	1		4											5
	Construction Staking								130						130
	As-builts	1		2	12				6						21
	Subtotal Hours	2		6	12				136					N/A	156
	Subtotal Fees	\$437.46		\$929.56	\$1,485.11				\$18,872.13						\$21,724.26
	Task 6 Hours Summary	13		14	20				136				10	N/A	193
	Task 6 Fee Summary	\$2,843.49		\$2,168.97	\$2,475.18				\$18,872.13				\$1,328.54	\$67,482.95	\$95,171.26



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Billing Title	CSM/PM	QA/QC	PE	Tech	Multi-Modal Lead	Water Resources	Geotech	Geotech	Survey Crew Chief	RLS	GIS Analyst	Accounting Rep	Admin Tech	Expenses	Total
TASK 1 - Project Management/Coordination															
Task Hours Summary	63	6	29	19	15	4	2	1				11	1	N/A	151
Task Fee Summary	\$13,779.99	\$1,651.13	\$4,492.87	\$2,351.43	\$3,845.53	\$921.79	\$449.70	\$197.64				\$1,400.60	\$132.85	\$1,313.32	\$30,536.84
TASK 2 - Topographic Survey & Field Investigation															
Task Hours Summary	9		17	33			37	4	86	12			6	N/A	204
Task Fee Summary	\$1,968.57		\$2,633.75	\$4,084.05			\$8,319.50	\$790.55	\$11,933.85	\$2,200.38			\$797.12	\$18,410.60	\$51,138.38
TASK 3 - Pedestrian & Bicycle Improvements															
Task Hours Summary	16	4	44	120	12	16								N/A	212
Task Fee Summary	\$3,499.68	\$1,100.75	\$6,816.76	\$14,851.11	\$3,076.42	\$3,687.17								\$1,294.52	\$34,326.41
TASK 4 - Preliminary Design/Feasibility															
Task Hours Summary	10		16	28	2	10				16	12			N/A	94
Task Fee Summary	\$2,187.30		\$2,478.82	\$3,465.26	\$512.74	\$2,304.48				\$2,933.84	\$2,146.23			\$639.62	\$16,668.30
TASK 5 - Final Design															
Task Hours Summary	41	14	115	530	4	78							17	N/A	799
Task Fee Summary	\$8,967.93	\$3,852.63	\$17,816.54	\$65,592.40	\$1,025.47	\$17,974.96							\$2,258.52	\$4,552.37	\$122,040.82
TASK 6 - Permitting, Bidding, & Construction Services															
Task Hours Summary	13		14	20					136				10	N/A	193
Task Fee Summary	\$2,843.49		\$2,168.97	\$2,475.18					\$18,872.13				\$1,328.54	\$67,482.95	\$95,171.26
PROJECT SUMMARY															
Project Hours Summary	152	24	235	750	33	108	39	5	222	28	12	11	34	N/A	1,653
Project Fee Summary	\$33,246.95	\$6,604.50	\$36,407.71	\$92,819.43	\$8,460.16	\$24,888.41	\$8,769.21	\$988.19	\$30,805.98	\$5,134.22	\$2,146.23	\$1,400.60	\$4,517.04	\$93,693.38	\$349,882.00

Building a Better World for All of Us[®]

Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy, and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.

We're confident in our ability to balance these requirements.

JOIN OUR SOCIAL COMMUNITIES



EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]

EXHIBIT 3

COMPENSATION

Subject to the limitations set forth in this Exhibit, CITY will compensate CONSULTANT in accordance with the schedule of fees below for the time spent in performance of services under this Contract, provided that under no circumstances shall CONSULTANT's total charges to CITY, including expenses, exceed \$349,882.00 ("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>
Client Services Manager / Project Manager	\$218.73 / Hour
Professional Engineer	\$154.93 / Hour
Technician	\$123.76 / Hour
Multi-Modal Lead	\$256.37 / Hour
Water Resources	\$230.45 / Hour
Survey Crew Chief	\$138.77 / Hour
Registered Land Surveyor	\$183.37 / Hour
GIS Analyst	\$178.85 / Hour
Accounting Representative	\$127.27 / Hour
Admin	\$132.85 / Hour