

# CONSULTANT SERVICE CONTRACT

This Contract (the “Contract”) is made this 17 day of February, 2026, by and between the CITY OF Northfield, a Minnesota municipal corporation, 801 Washington Street, Northfield MN 55057 (“CITY”), and *Bolton and Menk, Inc.*, a corporation under the laws of the State of Minnesota, *1960 Premier Drive, Mankato, MN 56001-5900* (“CONSULTANT”); (collectively the “PARTIES”).

WHEREAS, CITY requires certain professional services in conjunction with *Comprehensive Sewer Plan* (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 F 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: \$1,000,000 – per occurrence; \$2,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as otherwise required by law, whichever is greater.
6. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto and incorporated herein by reference as Exhibit 2.
7. Any insurance limits in excess of the minimum limits specified herein above shall be available to CITY in the event of claims.
8. CONSULTANT's insurance policies and certificate(s) shall not be cancelled without at least Thirty (30) days' advance written notice to CITY, or Ten (10) days' prior written notice to CITY for nonpayment of premium.
9. CONSULTANT's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to CITY with respect to any claim arising out of CONSULTANT's performance under this Contract.
10. CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles. If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached in Exhibit 2. Any program of self-insurance shall be subject to CITY's approval, which shall not be unreasonably withheld, conditioned or delayed.

11. CONSULTANT shall ensure that all subcontractors comply with the insurance provisions contained in this Contract and such insurance is maintained as specified.
12. CONSULTANT's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance and technology errors and omissions insurance, if applicable.
13. All policies listed above, except professional liability insurance (or other coverage not reasonably available on an occurrence basis), shall be written on a per "occurrence" basis ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
14. CONSULTANT shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by CITY.
15. CITY reserves the right to immediately terminate this Contract if CONSULTANT is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against CONSULTANT.

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

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the CITY's *Public Works Director/City Engineer*, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1 in its custody to CONSULTANT for its use, at CONSULTANT's request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT's performance of the services detailed in Exhibit 1.
- D. *David Bennett, P.E.*, CITY's *Public Works Director/City Engineer*, shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY's policies with respect to the Project and CONSULTANT's services. Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services performed by CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

## **SECTION III – CONSIDERATION**

- A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 3, Compensation, which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.
- B. **Suspension for Nonpayment.** Except for a good faith dispute, if CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the CITY's Public Works Director/City Engineer and expenses within Thirty (30) days after the date of CONSULTANT's invoice, CONSULTANT may, after giving Seven (7) days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability to CITY, suspend services and withhold Project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services rendered to the date of suspension along with applicable expenses and charges related to the services rendered by CONSULTANT to CITY to the date of suspension.

#### **SECTION IV – TERM AND TERMINATION**

- A. **Term.** This Contract shall be in effect until such time as the Project is completed, December 1, 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](mailto:David.Bennett@northfieldmn.gov)

**CONSULTANT:**

Seth Peterson  
Senior Project Manager  
12224 Nicollet Avenue  
Burnsville, MN 55337  
Phone: 952-890-0509  
Email: [Seth.Peterson@bolton-menk.com](mailto:Seth.Peterson@bolton-menk.com)

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

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

- F. **Opinions or Estimates of Construction Cost.** Where provided by CONSULTANT as part of Exhibit 1 or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of CITY and CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. CITY acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.
- G. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT under this Contract, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws. CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. CONSULTANT is responsible for hiring sufficient workers to perform the services/work required by this Contract, withholding their taxes, and paying all other employment tax obligations on their behalf.
- H. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.

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

- P. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with CITY.
- Q. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- R. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during their tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- S. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under services/work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the services/work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business, and (b) CITY understands that the Materials have been prepared for a specific project and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- T. **Governing Law.** This Contract shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- U. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act ("Act"), Minnesota Statutes, Section 13.01 *et seq.* CONSULTANT agrees to abide by the applicable provisions of the Act, HIPAA requirements, and all other applicable state or federal rules, regulations or orders pertaining to data privacy or confidentiality. CONSULTANT understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONSULTANT in performing those services, work, and functions that the CITY would perform is subject to the requirements of the Act, and CONSULTANT must comply with those requirements as if it were a government entity. This does not create a duty on the part of CONSULTANT to provide the public with access to public data if the public data is otherwise available from CITY, except as required by the terms of this Contract.
- V. **Cybersecurity Incident Reporting.** CONSULTANT acknowledges that CONSULTANT by virtue of this Contract is subject to the requirements of Minn. Stat. § 16E.36 for reporting cybersecurity incidents impacting CITY.

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

- CC. **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.
- DD. **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.
- EE. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any PARTY to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing PARTY.

*Remainder of page intentionally left blank.*

**SECTION VII –SIGNATURES**

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

**CONSULTANT Bolton and Menk, Inc.:**

By: \_\_\_\_\_

(Signature)

Title: Senior Project Manager

Print Name: Seth Peterson

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

**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:



Real People. Real Solutions.

12224 Nicollet Avenue  
Burnsville, MN 55337

Phone: (952) 890-0509  
Bolton-Menk.com

January 12, 2026

Justin Wagner  
Utilities Manager  
City of Northfield  
1101 College Street  
Northfield, MN 55057

RE: Sanitary Sewer Comprehensive Plan Update  
City of Northfield, Minnesota

Dear Mr. Wagner,

A successful Comprehensive Sanitary Sewer System Plan and Capital Improvement Plan (CIP) rely on a complete understanding of the City of Northfield's challenges and resources, as well as its future city development goals. Below is our approach to developing a plan that the community and its stakeholders can support.

## Our Approach

The City of Northfield can be confident in Bolton & Menk's policy to staff all major projects using a team approach, always maintaining close coordination between the city and the project team. The team assembled for this project will provide:

- Project management
- Technical review
- Sanitary system evaluation
- Hydraulic modeling abilities
- Digital file management
- GIS/AutoCAD data storage and display
- Wastewater treatment plant evaluation
- Capital Improvement Plan
- Proven experience

The following approach will meet the city's goals and objectives of the Comprehensive Sanitary Sewer Plan Update. We will use our extensive knowledge of the city's existing system and proposed development in the northwest area to assist the city through this comprehensive sanitary sewer update.

N:\Proposals\City of Northfield, MN\NW Development Area Sewer & Water Improvements\Comp Sewer Plan Update\2026-01-12 Northfield (Wagner) Sewer Sys Comp Plan Updated Proposal LTR.docx

Bolton & Menk is an equal opportunity employer.

## Communication

### Task 1.1: Kickoff Meeting

A kickoff meeting will be scheduled with city staff immediately after the notice to proceed. At this meeting, we will:

- Collect and review existing studies and plans
- Collect information from city staff about issues, goals, and priorities
- Establish communication protocols associated with various plan aspects
- Formulate a mutually acceptable milestone schedule
- Tour facilities that apply to the project with city staff

We will also develop a plan for incorporating maps, modeling files, and practical field experiences with the existing sanitary sewer collection system.

### Task 1.2: Progress Meeting and Interim Review with City Staff

Bolton & Menk team leaders will attend a city staff meeting to present a draft report and solicit input and feedback. We will summarize the comments and questions, incorporating the information into the draft report.

### Task 1.3: Final Plan Presentation Meeting

Bolton & Menk will meet with City staff to present the final draft report and summarize our findings. Any additional comments provided will be incorporated into the final deliverable plan.

**Deliverables: Meeting attendance, meeting minutes.**

## Sanitary Sewer Collection System Modeling, Analysis, and Plan

### Task 2.1: Existing Wastewater Collection System Condition Review

#### Subtask 2.1.1: Review City Records

Using the existing data from the city's GIS system and previous studies, we will assemble a system-wide issues map to be discussed at the kickoff meeting. We will use the city's knowledge of the system to update the map with any anecdotal information and other system issues.

We assume that Bolton & Menk will not be responsible for any additional field data collection to supplement the city GIS mapping information. Further, we assume that all as-built sewer information is in a format that is readily accessible for input into CAD/GIS and/or modeling software. If there are gaps in the geometric data, we will present the areas to the city for additional field data collection or as-built research. We will also use Light Detection and Ranging (LiDAR) surface topography to populate missing rim elevations and use slopes from city records.

## Task 2.2: Sanitary Sewer Hydraulic Modeling

### Subtask 2.2.1: Determine Sewersheds

Bolton & Menk will use digital system geometrics, land use files, topography, lift station locations, and existing sewer studies to develop system-wide sanitary sewer service areas. We will further subdivide the sanitary sewersheds when appropriate. In critical areas, we will delineate service flows to contributing lateral lines to track system capacity deficiencies. In most areas, we anticipate trunk lines will be the most critical.

We understand the city wishes to determine service flows to 12-inch and larger trunk lines. We will use GIS workflows to intersect sewersheds with land uses to summarize anticipated base and peak service flows. All sewershed delineations will be presented to the city for review and refined as necessary.

### Subtask 2.2.2: Develop Wastewater Service Flows

Bolton & Menk has worked extensively with communities to effectively merge land use information with sewershed delineations in a GIS environment to automatically determine spatially varied sewer service flows.

Based on land use, we will assign peak flow rate factors and appropriate peaking factors to each sewershed. The information will be populated in the sewershed layer and linked to the pipe network. Industry-standard peaking factors will be recommended and assigned based on land uses and other relevant information about historical flow data that city staff can provide.

### Deliverables: Summary of flow projections, preliminary and final sewershed maps.

### Subtask 2.2.3: Develop Hydraulic Model Framework, Perform Assessment, and Troubleshoot

Bolton & Menk is well-versed in a variety of hydrodynamic sewer modeling programs. A comprehensive hydrodynamic trunk sewer model will provide the city with the following opportunities for successful implementation of the proposed sewer improvements:

- Graphical integration
- Interoperability with both CAD and GIS file formats
- Easy import and export of GIS files for automatic model development and geodatabase creation
- Ability to develop geospatial relationships between sanitary service flows and pipe capacity
- Conversion of complex hydraulic calculations to an easy-to-understand mapping format with the freedom to symbolize critical system deficiencies
- Continuous update of the model to reflect changes in service flow and pipe size
- Ability to calibrate the model using actual flow data as it is collected over time, potentially reducing the potential for unnecessary oversizing of infrastructure due to assumed data

Bolton & Menk has extensive experience using GIS information to automatically populate spatially developed modeling data. We will use these techniques to cost-effectively develop the sewer collection system model and dramatically reduce user input error.

### Subtask 2.2.4: Present Existing Conditions Model Results

Before initial modeling runs, the model setup and initial data inputs will be reviewed with the city to ensure that all assumptions are consistent with the city's goals. Updates to modeling assumptions will

be performed based on city comments before presenting initial modeling results. All modeling results will be presented as visual graphics and maps unless table output is otherwise warranted. Output graphics will include, but may not be limited to, the following:

- Hydraulic model
- GIS database
- Pipe characteristic maps
- Pipe size
- Gravity flow capacity
- Actual model capacity
- Identification of below, at, and overcapacity pipes
- Sewershed assumptions
- Sewer service flows
- Peaking factors
- Lift station locations
- Lift station capacity

**Deliverables: Preliminary model layout, existing conditions model results.**

#### Subtask 2.2.5: Develop Technical Report of Findings

Based on the final modeling results, we will summarize the existing system conditions, lift station capacities, future development areas, future trunk/interceptor analyses, and anticipated construction costs. A draft technical report will be presented to the city for review and comment. Upon incorporation of all comments, a final report will be delivered.

**Deliverables: Evaluation of sewer system, summary of system deficiencies, sewer issues maps, draft technical report, and final technical report.**

### Task 3: Determine Future Sanitary Collection System Needs

#### Subtask 3.1: Recommend Long-Range Planning

We will use the calibrated existing conditions model to account for future growth areas, potential changes to sewer service needs for existing commercial and industrial users, and redevelopment. The future conditions model will:

- Identify increases in pipe size needed to accommodate future service flow changes
- Target areas that could benefit from alignment changes or the addition of interceptor lines
- Identify the need for additional lift stations
- Maximize investment and minimize city costs by targeting the future location of improvements to combine with other identified street or utility needs
- Maximize the use of future development construction for proposed sewer locations
- Identify any infeasible areas to service with the sanitary sewer

**Deliverables: Recommended long-range plan.**

## Task 4: Final Comprehensive Sewer Plan Report

### Subtask 4.1: Prepare Final Report

The final summary and recommendations report will be a culmination of the data collection and modeling efforts. It will provide an effective framework for improving the sewer system. The hydraulic models, GIS system, and comprehensive report will function as planning tools that set in motion the next generation of sanitary service for the City of Northfield. The toolset will be formatted to allow for consistent modification as system improvements are constructed, or land-use changes are implemented. The final document will pull in pertinent information from the 2045 Comprehensive plan.

The final report will include the following main items: description of existing facilities and existing demand including the existing collection system and flow monitoring results. Discussion of expansion area and existing sewer Agreements (City of Dundas and Dundas future growth plans). Discussion of the wastewater treatment facility and proposed improvements to meet future standards (nitrogen, phosphorous, PFAS in biosolids, etc.). Analysis of Ultimate Service Area with proposed improvements. The report will include recommendations for meeting future growth. Figures will be included to show improvements to existing infrastructure and planned new infrastructure.

### Deliverables: Final Comprehensive Sewer Plan report.

## Wastewater Treatment Plant Analysis and Capital Improvement Plan

We will review the existing information from the City of Northfield to have a strong understanding of the existing facility and provide the city with a current state of the wastewater treatment facility. This will include a summary of the existing unit processes and equipment, and a determination of the remaining useful life.

Bolton & Menk will use our knowledge of the City of Northfield and the discharge to the Cannon River to determine the most likely facility requirements. We will also develop a path with city staff to provide the best value solution to the community. Our team has a desire to maximize existing assets but also knows when it is appropriate to invest in new infrastructure. We will utilize the city's facility plan document and our experience with the most recent upgrade project to develop the facility requirements.

The final Capital Improvement Plan (CIP) will serve as a roadmap to provide the city with direction for the next 20 years. Opportunities associated with residential or industrial growth will determine how quickly the city enacts the CIP. The plan will clearly identify each necessary improvement as the city continues to grow and develop.

## Sanitary Sewer Trunk Fee Policy Review and Amendments

The City of Northfield's existing Sanitary Sewer Trunk Fee Policy will be reviewed for consistency with the revised Sanitary Sewer Comprehensive Plan and Wastewater Treatment Plant CIP. Planning-level cost estimates will be provided for proposed projects within both plans. We will work closely with the city's financial consultant to provide the information needed for the financial consultant to complete a rate analysis, including trunk area and SAC fees. We anticipate one in-person or virtual meeting with city staff and the city's financial consultant.

## Sanitary Sewer Monitoring

The City is interested in understanding the current capacities of the trunk sewer along the east side of the Canon River along Division St in Northfield. This information will be utilized to help analyze the existing sanitary sewer system and the results incorporated into the final report.

Bolton & Menk will collect flow data on 15-minute intervals at each location for the duration of the study. The 15-minute intervals will be used to identify metered peak flows and to calculate a daily average flow rate for each location along with peak flows during and preceding rain events. This information is intended to assist with decisions regarding future development contributions and capacities of the trunk sewer line that runs along the east side of the Cannon River along Division St.

If any proposed development comes online or is planned within the sewer shed of the trunk sewer, it is critical that the time and date is known prior to data analysis.

### Proposed Locations

Data is proposed to be collected at 7 locations shown on the attached figure:

1. Up gradient of the lift station along Dundas Blvd
2. Intersection of 5<sup>th</sup> St E and Division St S
3. Intersection of 3<sup>rd</sup> St E and Division St E
4. In the parking lot of Larid Stadium
5. (2) In the field of Carleton College West Field
6. Along the Carleton Arboretum Trail

### Timeline

Bolton & Menk is planning to install flow monitoring equipment at the seven locations listed above during the wet season that typically runs between Mid-April and June. The current cost estimate is based off of monitoring for two months at each location, in the hopes to capture two (2) 0.5" + rainfall events. If during those 2 months of monitoring two (2) 0.5" + rain events are not captured. Monitoring efforts can be extended, at which time Bolton & Menk will propose an updated cost to reflect the additional monitoring efforts.

## Fees

Bolton & Menk will plan a system for the City of Northfield that is both resilient and cost-efficient. The Scope of Work and Fee described herein is flexible. In other words, we understand that budgets are important. The Scope and Fee have been assembled to include the items described by the City, but individual scope items can be removed or reduced to best meet the needs of your plan. Our Project Understanding and Scope of Services include several project assumptions. We propose to complete the work described above for a fee of \$73,750. The sanitary sewer monitoring work will cost \$34,500 for a total fee of \$107,250. As noted above, the sanitary sewer monitoring work is estimated at two months. If we do not capture two significant rainfall events in those two months, additional charges will apply. If changes to the Scope are required based on any changes to these assumptions, we will assemble the

Justin Wagner, City of Northfield  
January 12, 2026  
Page 4

scope and fee revisions and submit them to the city for review and approval prior to commencement of additional work.

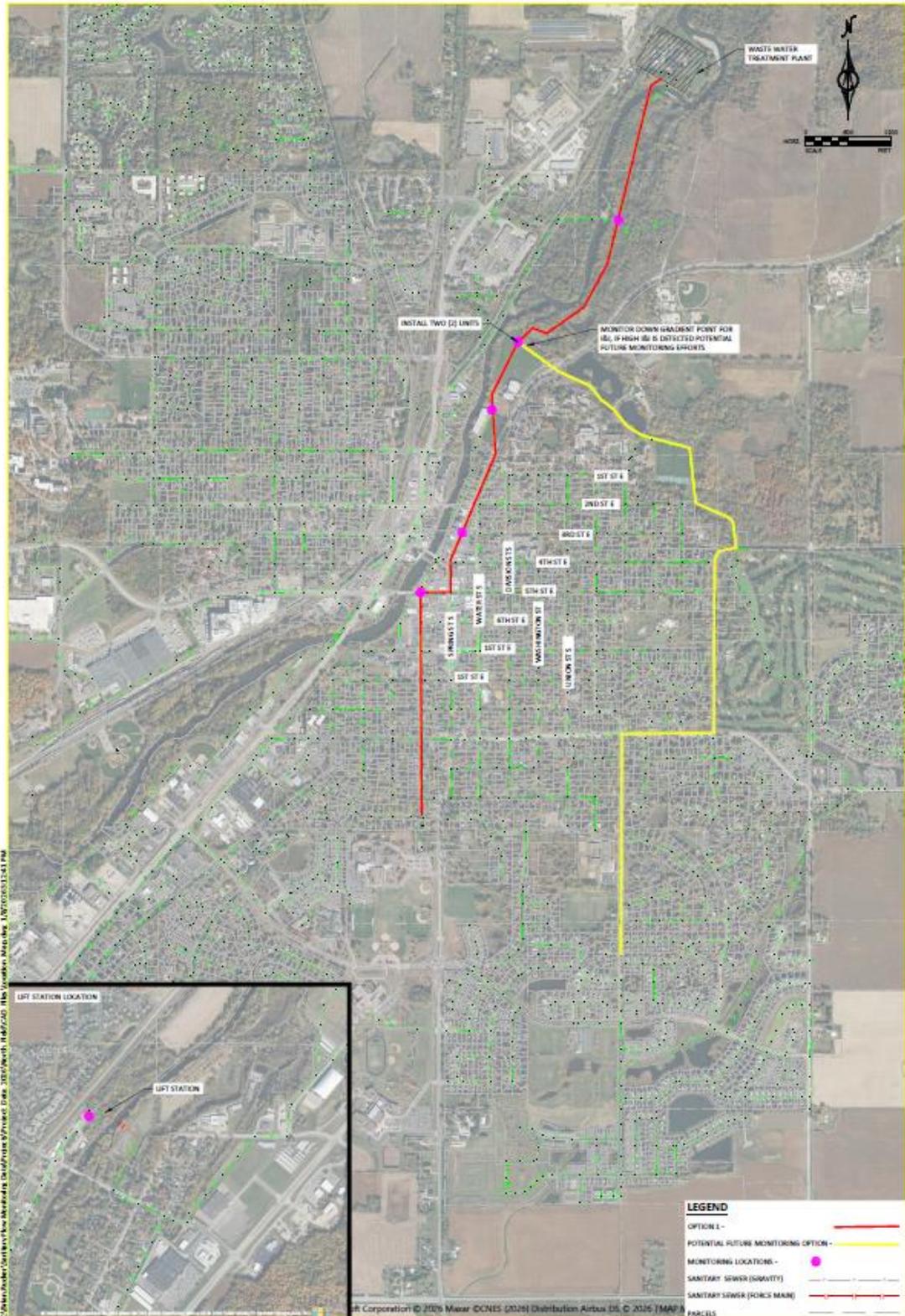
We look forward to working with the City of Northfield and are excited for the opportunity to complete the Water System Comprehensive Plan Update for you. I will personally serve as your primary contact for this project. Please contact me at 612-803-5223 or [seth.peterson@bolton-menk.com](mailto:seth.peterson@bolton-menk.com) if you have any questions regarding our proposal.

Sincerely,

Bolton & Menk, Inc.



Seth A. Peterson, P.E.  
Senior Project Manager | Senior Principal



**EXHIBIT 2**

**CERTIFICATES OF REQUIRED INSURANCE COVERAGES**



# CERTIFICATE OF LIABILITY INSURANCE

12/31/2026	DATE (MM/DD/YYYY) 1/20/2026
------------	--------------------------------

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1565200 <b>BOLTON &amp; MENK, INC.</b> 1960 PREMIER DR MANKATO MN 56001	<b>INSURER A:</b> Zurich American Insurance Company 16535	
	<b>INSURER B:</b> American Guarantee and Liab. Ins. Co. 26247	
	<b>INSURER C:</b> Continental Casualty Company 20443	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 22568605      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADL INSD	BSUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLO 1340010-00	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BAP 1340009-00	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	SXS 1340013-00	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 1340011-00	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input type="checkbox"/> PROF / POLL LIABILITY <input type="checkbox"/> E&O \$50K SIR	N	N	AEH114019718	12/31/2025	12/31/2026	\$15,000,000 PER CLAIM \$15,000,000 AGG LIMIT RETRO DATE: 12/31/1997

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

<b>CERTIFICATE HOLDER</b>  22568605 CITY OF NORTHFIELD 801 WASHINGTON STREET NORTHFIELD, MN 550572598	<b>CANCELLATION</b>  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 
--	--

### **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 \$107,250 ("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.