

# CONSULTANT SERVICE CONTRACT

This Contract is made this 9<sup>th</sup> day of July, 2024, by and between the CITY OF NORTHFIELD, a Minnesota municipal corporation, 801 Washington Street, Northfield MN, 55057 (“CITY”), and BOLTON AND MENK, INC., a corporation under the laws of the State of Minnesota, 1960 Premier Drive, Mankato, MN 56001 (“CONSULTANT”); (collectively the “PARTIES”).

WHEREAS, CITY requires certain professional services in conjunction with the 2026 Mill & Overlay and Mill Towns Trail Improvements 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

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the CITY’s Public Works Director/City Engineer, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT’s request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT’s performance of the services detailed in Exhibit 1, attached hereto.
- D. 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.** This Contract shall be in effect until such time as the Project is completed, October 31, 2026, or as otherwise provided in this Contract, whichever 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 CONSULTANT'S indemnity obligation herein. CITY, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. CONSULTANT agrees, that in order to protect itself and CITY under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which CITY is entitled under Minn. Stat. Chapter 466 or otherwise.

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

## SECTION VI – GENERAL TERMS

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

**CITY:**

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



**CONSULTANT:**

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

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

CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- H. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.
- I. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, CONSULTANT must pay all subcontractors, less any retainage, within Ten (10) calendar days of CONSULTANT's receipt of payment from CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one- and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).
- J. **Assignment.** This Contract may not be assigned by either PARTY without the written consent of the other PARTY.
- K. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of CITY and CONSULTANT.
- L. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract. CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- M. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act

of government or military authority. In the event either PARTY is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the PARTY affected by force majeure shall give written notice with explanation to the other PARTY immediately.

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

- U. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.* CONSULTANT agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. CONSULTANT understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONSULTANT in performing those functions that the CITY would perform is subject to the requirements of the Act, and CONSULTANT must comply with those requirements as if it were a government entity. This does not create a duty on the part of CONSULTANT to provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Contract.
- V. **No Waiver.** Any PARTY's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that PARTY's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving PARTY.
- W. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONSULTANT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- X. **Patented Devices, Materials and Processes.** If this Contract requires, or CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- Y. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on CITY's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any

such lien.


- Z. **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.
- 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 Contract 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, 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)

Date: 6/28/2024

Title: Principal Engineer

Print Name: Brian Hilgardner

### CITY OF NORTHFIELD:

By: \_\_\_\_\_  
Rhonda Pownell, 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:

**Request for Proposals**  
City of Northfield, MN  
2026 Mill & Overlay and Mill Towns Trail Improvements Project  
STRT2026-A83  
May 17, 2024

**I. Introduction**

The City of Northfield is requesting professional consulting services for the 2026 Mill & Overlay and Mill Towns Trail (MTT) Improvements Project, below is a brief explanation of the proposed construction for each project segment. (See attached map)

**1. Project Areas and Descriptions – 2026 Mill & Overlay and Mill Towns Trail**

**Mill and Overlay Areas**

- a. Jefferson Parkway –T.H. 246 Roundabout to Spring Creek Road
  - 1. Pavement Mill and Overlay
  - 2. Spot curb and gutter repair
  - 3. Spot sidewalk repair
  - 4. ADA upgrades to all existing pedestrian facilities
  - 5. Off street trail (Mill Towns Trail)
- b. Maple Street – Jefferson Parkway to Meadow View Drive
  - 1. Pavement Mill and Overlay
  - 2. Spot curb and gutter repair
  - 3. Spot sidewalk repair
  - 4. ADA upgrades to all existing pedestrian facilities
- c. Maple Court – Maple Street to Cul-de-sac
  - 1. Pavement Mill and Overlay
  - 2. Spot curb and gutter repair
  - 3. Spot sidewalk Repair
  - 4. ADA upgrades to all existing pedestrian facilities
- d. Prairie Street – Jefferson Parkway to Meadow View Drive
  - 1. Pavement Mill and Overlay
  - 2. Spot curb and gutter repair
  - 3. Spot Sidewalk Repair
  - 4. ADA upgrades to all existing pedestrian facilities
  - 5. On street bikeway (Jefferson parkway to Woodley Street)
  - 6. New Sidewalk (Prairie View Court to Lia Drive)



### **Intersection Improvements Locations**

- a. Jefferson Parkway and Washington Street
- b. Jefferson Parkway and Prairie Street
- c. Jefferson Parkway and Michigan Drive
- d. Jefferson Parkway and Maple Street

### **Sidewalk, Trail, and Bikeway Areas**

- a. Mill Towns Trail – A segment of the Mill Towns Trail will be built with this project, from the T.H. 246 roundabout to where the trail enters the ROW on Spring Creek Road. This is Part of segments B and C (STA 147+00 to approx. STA 229+75). Segment B will be designed by the City and Segment C will be designed by the consultant. 30% preliminary plans will be provided.
- b. Jefferson Parkway – A trail will be built from the Mill Towns Trail to Spring Creek Road on the North side of Jefferson Parkway
- c. Prairie Street – New on-street protected bikeway on the West side of Prairie Street from Jefferson Parkway to Woodley Street.
- d. Prairie Street – New Sidewalk on the East side of Prairie Street from Prairie Court to Lia Drive.

## **II. Scope of Work**

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

- 1. Feasibility Report** – The city will develop a feasibility report.
  - 1.1. The consultant will create intersection figures for inclusion in the report.
  - 1.2. The consultant will create cost estimates for the MTT segment and storm infrastructure being designed by the consultant.
  - 1.3. Consultant shall create a cost estimate for a mini-roundabout at the Jefferson parkway and Maple Street intersection to be included as an alternate.
  - 1.4. Neighborhood Meetings – The consultant will create intersection and MTT exhibits for the neighborhood meetings. Consultant shall attend neighborhood meetings.
  - 1.5. Kickoff meeting – The consultant shall attend a kickoff meeting in person at Northfield City Hall.
- 2. Topographic Survey** – Perform a field control survey and develop horizontal and vertical control points at convenient intervals throughout the project and perform topographic survey of the project boundaries. Additional topographic information should be gathered at all intersections (including locations with ped ramps but no intersecting road) to produce an adequate design that meets all ADA standard design where applicable. This survey shall establish sufficient control to reestablish the street and sidewalk within existing right-of-way. Additionally, topo will need to be obtained at the proposed new sidewalk/trail areas and bikeway areas mentioned above. Finally, the consultant shall survey all curb and sidewalk removal areas, including spot curb and gutter and sidewalk

removals to be included in the final design plan set, these areas will be marked in the field by the City.

- 3. Arborist Report** – Consultant shall hire a trained forester or arborist to evaluate the R/W (50 feet to either side of proposed trail centerline in Spring Creek Park) trees along the entire project corridor, and make recommendations for the following project considerations:

- 3.1. Overall tree condition (0-9; 0 is a dead tree, 9 is a perfect tree)
- 3.2. Projection of fate or recommendation of tree health after pavement mill and overlay/reclamation/sidewalk or trail installation (I.E. R = Remove S = Save)

The Arborist report should include an executive summary with the following information

- Tree tag number
- Tree species
- Tree diameter breast height (DBH)
- Condition rating
- Arborist recommended tree fate
- Any useful notes
- X, Y Coordinates in the Rice County coordinate system.

Consultant shall include a deliverable shape file of the tree locations in Rice County coordinate system with the final report with maps detailing the information above.

- 4. Design** – The consultants survey shall be adequate to design a set of approved plans for the entire project area. The plans shall be completed using AutoCAD Civil 3D. The Consultant shall create final approved plans for the following project parts:

- Utilities for all project areas
- Intersection design for all project areas.
- SWPPP for all project areas
- Base drawing for all project areas.
- All aspects of segment C of the MTT

The City will design final construction plans for the mill and overlay areas except for any parts mentioned above. The consultant will develop final plans for MTT segment C. The Cities final plans will be combined with the consultants plans to create the final plan set for the project.

The final plans should include the following but not limited to:

- 4.1. Existing plans - Using topographic and right-of-way survey information, prepare a base drawing for all project areas including mill and overlay areas showing:
  - 4.1.1. Locations and elevations of all physical features
  - 4.1.2. Existing right-of-way
- 4.2. Storm water pollution prevention plan – The consultant shall prepare an approved SWPPP for all project areas.
- 4.3. Preliminary and final design plans and special provisions – Prepare plans and special provisions for the above-mentioned areas. Special provisions shall supplement City's standard construction documents.

- 4.3.1. Alignment – The alignments of the roads are not expected to significantly change, as this is a project in a well-established area. The City shall set an alignment for all new trails and sidewalk in Mill & Overlay areas. The consultant shall set the final alignment for MTT segment C
- 4.3.2. Profiles – The City will set the profiles for the new trails and sidewalks in Mill & Overlay areas. The consultant shall set the profile for MTT segment C
- 4.3.3. Cross-sections – The City will develop cross-sections for the project where new trail and sidewalk installations are proposed in Mill and Overlay areas. The consultant shall develop Cross-sections for MTT segment C.
- 4.3.4. Removals – The City will develop a removals plan for Mill and Overlay areas. The consultant shall develop a removal plan for MTT segment C
- 4.3.5. Storm Drainage Design – The consultant shall provide a storm sewer plan and profile for any storm sewer replacements or additions required on the entire project area. The 30% Plans for the MTT include a filtration basin and bioswale, the consultant shall analyze this and finalize a design for storm water infrastructure along the entire project corridor including mill and overlay areas. Careful consideration should be taken so that all storm drainage issues are addressed during this improvement project. Innovative storm water practices and BMP's should also be considered. The consultant shall follow the City of Northfields engineering guidelines for storm sewer design.
- 4.3.6. Erosion control plan – The consultant will prepare an erosion control plan for all project areas.
- 4.3.7. Utilities (electric, gas, telephone, cable TV) – All utilities should be coordinated to allow adequate time for relocations if necessary. Working with City staff utilities should be shown based on information provided by utility companies and marked in the field.
- 4.3.8. Signing and striping – The Consultant will develop a signing and striping plan.
- 4.3.9. Sidewalk and trail design – The City will design proposed sidewalks and trails in Mill and Overlay areas. The consultant shall develop MTT segment C. These sidewalks and trails should be designed to meet all ADA requirements. MTT segments must be designed to meet DNR state trail requirements.
- 4.3.10. Intersection Design – The Consultant will develop an intersection design plan for all intersections on the project (including Mill and Overlay areas). This includes plans for any crossing improvements in the project and any other intersections needing ADA improvements. This should include ADA design of all pedestrian facilities to ensure compliancy with current ADA standards.
- 4.3.10.1. Mini roundabout – The consultant will design the mini roundabout on Maple St. and Jefferson Pkwy. if the alternate is selected.
- 4.3.11. Landscape plans – The Consultant shall develop landscape plans for all project segments including mill and overlay areas when needed, showing tree replacements at a 2:1 ratio. The consultant will choose a minimum of ten tree species throughout the project.
- 4.3.12. Traffic control plans – The Consultant will prepare a traffic control plan where necessary.
- 4.3.13. Estimated quantities – The City will estimate the quantities for the Mill and Overlay areas. The consultant shall estimate quantities for MTT segment C and

any storm water infrastructure improvements. These quantities should follow the most current MnDOT TRNS\*PORT List.

- 4.4. Prepare contract documents – The Consultant will prepare special provision documents based on the City’s standards.
- 4.5. Submit to City for review and approval:
  - 4.5.1. 50% plan, specification, cost estimate, and meeting with staff
  - 4.5.2. 95% plan, specification, cost estimate, and meeting with staff
- 4.6. Opinion of probable construction cost – The Consultant will prepare an opinion of probable construction costs.
- 4.7. QA/QC – The consultant shall provide QA/QC review of the City of Northfield design plans.
- 4.8. Drafting Consultation – The consultant shall assume 50 hours of design assistance for the City of Northfield.

## **5. Construction Services**

- 5.1. Field staking – The Consultant will provide field staking for all project areas for the following facilities:
  - 5.1.1. Stake limits of construction.
  - 5.1.2. Stake for grading.
  - 5.1.3. Stake alignment and grades for new storm sewer, sanitary sewer and watermain replacement and/or repairs if applicable.
  - 5.1.4. Stake alignment and grades for new curb and gutter.
  - 5.1.5. Stake alignment and grades for new medians.
  - 5.1.6. Stake alignment and grades for new sidewalk and trails.
  - 5.1.7. Stake alignment and grades for new retaining walls.
  - 5.1.8. Stake locations for signage.
  - 5.1.9. Stake locations for striping.
  - 5.1.10. Stake other facilities as necessary.

## **6. Testing Services**

- 6.1. Testing services – The consultant shall submit a fee for testing services for all phases of the project. Services include, but not limited to:
  - 6.1.1. Soil borings on all project areas
  - 6.1.2. Field testing services for all facets of construction the meets MnDOT schedule for materials control
  - 6.1.3. Pavement design based on R-values (where applicable).

## **7. Project Schedule**

- 7.1. City Council Order Feasibility Report – June 4, 2024
- 7.2. Proposals Due – June 6, 2024
- 7.3. City Council Proposal Award – June 18, 2024
- 7.4. 1<sup>st</sup> Neighborhood Meeting – April 16, 2025
- 7.5. Council Discussion on Draft Feasibility Report – May 21, 2025
- 7.6. 2<sup>nd</sup> Neighborhood Meeting – June 11, 2025
- 7.7. City Council Accept Feasibility Report and Authorize Preparation of Plans and Specifications – August 4, 2025

- 7.8. 3<sup>rd</sup> Neighborhood Meeting – January 14, 2026
- 7.9. City Council Approve Plans and Specifications and Order Advertisement for Bids – February 3, 2026
- 7.10. Bid Opening – March 5, 2026
- 7.11. Accept Bids and Award Contract – March 17, 2026
- 7.12. Construction – May – October, 2026

### **III. Goals and Objectives**

The project shall provide the City of Northfield with streets listed being brought up to a condition with a service life of 15 years for all mill and overlay areas.

### **IV. Department Contacts**

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

Sean Simonson  
Engineering Manager  
801 Washington Street  
Northfield, MN 55057  
507-645-3049  
[Sean.Simonson@northfieldmn.gov](mailto:Sean.Simonson@northfieldmn.gov)

Or

Jacob Ives  
Graduate Engineer  
801 Washington Street  
Northfield, MN 55057  
507-650-4775  
[Jacob.Ives@northfieldmn.gov](mailto:Jacob.Ives@northfieldmn.gov)

**Proposals shall be submitted no later than 2 PM, CST, on June 6, 2024**

### **V. Proposal Contents**

The following must be considered minimal contents of the proposal:

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

## **VI. Evaluation**

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

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

## **VII. Selection**

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

## **VIII. Contract**

Included is attachment 7, which is the City of Northfield's standard professional services contract. Respondents are to thoroughly familiarize themselves with the provisions contained therein, including the insurance requirements and will be required to execute this contract prior to presentation of the same to the Northfield City Council.

## **IX. Attachments**

- #1. Project Map
- #2. Intersection Improvements
- #3. Jefferson Pkwy & Prairie St Possible Design
- #4. Ped + Bike Analyzation
- #5. Complete Streets Policy
- #6. Engineering Design Standards
- #7. Consultant Service Contract
- #8. 30% Wetland Delineation Map
- #9. 30% Mill Towns Trail Plans

**EXHIBIT 2**

**CERTIFICATES OF REQUIRED INSURANCE COVERAGES**

*[Certificates of Insurance attached hereto]*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2023

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> Brown & Brown of Minnesota, Inc. 1120 South Avenue  North Mankato MN 56003	<b>CONTACT NAME:</b> Mary Portner, CISR <b>PHONE (A/C, No, Ext):</b> (507) 344-4505 <b>FAX (A/C, No):</b> (866) 800-6599 <b>E-MAIL ADDRESS:</b> Mary.Portner@bbrown.com
<b>INSURED</b> Bolton and Menk, Inc. 1960 Premier Dr  Mankato MN 56001	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> EMCASCO Insurance Company <b>INSURER B:</b> Employers Mutual Casualty Company <b>INSURER C:</b> Continental Casualty Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 2024-25 Bolton**REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6D50852	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		6E50852	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			6J50852	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 10,000,000
	AGGREGATE \$ 10,000,000						
	\$						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	6H50852	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
C	Professional Liability E&O Deductible @ \$25,000			AEH114019718	12/31/2023	12/31/2024	Per Claim Limit \$5,000,000
	Aggregate Limit \$10,000,000						
	Retro Active Date 12/31/1997						

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

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Northfield 801 Washington Street  Northfield MN 55057-2598	<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.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



### **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 \$277,288.00 ("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>
Position, Principal-in-Charge	\$173.00/Hour
Position, Project Manager	\$166.00/Hour
Position, Design Engineer	\$136.00/Hour
Position, Multimodal Design Engineer	\$190.00/Hour
Position, Water Resources Engineer	\$166.00/Hour
Position, Natural Resources Specialist	\$144.00/Hour
Position, Project Surveyor	\$201.00/Hour
Position, Survey Technician	\$141.00/Hour
Position, Survey Crew Chief	\$189.00/Hour
Position, Clerical	\$106.00/Hour



## 2026 MILL & OVERLAY AND MILL TOWNS TRAIL IMPROVEMENTS

CITY OF NORTHFIELD

JUNE 6, 2024



**BOLTON  
& MENK**

Real People. Real Solutions.

**Contact:**

Jason Malecha, PE

507-581-2256

[Jason.Malecha@bolton-menk.com](mailto:Jason.Malecha@bolton-menk.com)

12224 Nicollet Avenue

Burnsville, MN 55337

952-890-0509 | [Bolton-Menk.com](http://Bolton-Menk.com)



Real People. Real Solutions.

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

June 6, 2024

Sean Simonson  
Engineering Manager  
City of Northfield  
801 Washington Street  
Northfield, MN 55057

RE: Proposal for 2026 Mill & Overlay  
and Mill Towns Trail Improvements  
Project

### Value Through Continuity

As an experienced firm with extensive experience in the area, we are well-positioned to provide additional value on this and the 2026 Spring Creek Road Reconstruction project. Our team is already familiar with the site conditions, permitting requirements, stakeholder interests, and design standards that apply to both projects. This means we can leverage our existing knowledge and relationships to deliver high-quality solutions in a timely and cost-effective manner. We can also coordinate our resources and schedules to optimize our efficiency and minimize any potential conflicts or disruptions. By working on both projects, we can offer you consistent and reliable service throughout the project lifecycle.

Dear Sean:

The City of Northfield has initiated the 2026 Mill & Overlay and Mill Towns Trail Improvements project to address deteriorating infrastructure and make improvements to the pavement service life and pedestrian and bicycle facilities. This project will employ effective designs and consistent consideration of all modes in analysis. Like you, Bolton & Menk, Inc. takes great pride in designing and managing projects that are safe, sustainable, and functional. We understand what needs to be accomplished for the successful completion of the 2026 Mill & Overlay and Mill Towns Trail Improvements project.

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

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

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

Respectfully submitted,  
Bolton & Menk, Inc.

Jason Malecha, PE  
Project Manager



# PROJECT UNDERSTANDING

The project location maps on Pages 3 and 4 detail the improvements proposed to the various project corridors and their locations within the city.

The 2026 Mill & Overlay and Mill Towns Trail (MTT) Improvements project is anticipated to implement the following improvements: pavement mill and overlay, spot curb and gutter repair, spot sidewalk repair, ADA pedestrian ramp upgrades, off-street trail and sidewalk construction, on-street protected bikeway conversion, and intersection improvements.

A focus on multimodal aspects—pedestrians and bicycles—is especially an area of passion for Bolton & Menk. Our interest is in providing effective designs and consistent consideration of all modes in analysis. Providing for and evaluating the needs of all different users of the transportation system is important, especially in an urban environment where any space available is used for many different functions including travel by different modes. Important modes to consider include pedestrians and commuter and recreational bicyclists but also ensuring that passenger vehicles, delivery trucks, and buses can be accommodated in the space as well. The needs of each of these users can directly impact the sidewalk, trail, and roadway system design features and what needs to fit in the right-of-way.

Our multimodal design engineer, *Connor Cox*, will analyze the street corridors identified for bikeway improvements relative to the existing and planned bike routes as well as the intersections identified for improvements. Recommendations from the 2022 Northfield Pedestrian and Bikeway Analyzation report will be utilized to recommend the best context-sensitive improvements for each location.



*Connor is currently supporting the design team for the Capital City Bikeway Project in Saint Paul.*

The new sidewalk along Prairie Street from Prairie View Court to Lia Drive will require extensive evaluation to determine the best location. Upon preliminary evaluation, it appears that this sidewalk will require the elimination of the parking lane on Prairie Street and/or the removal of a significant number of existing trees with retaining walls likely to accommodate grades.

The Mill Towns Trail will be extended as part of the project along Jefferson Parkway from the TH 246 roundabout to Spring Creek, which is the remainder of Segment B. This segment will require the reconstruction of an existing sidewalk to a trail. The trail will then continue north along the east side of Spring Creek until its intersection with Spring Creek Road, which is segment C. This segment will require the reconstruction of the existing trail along the southern portion and then a new extension on the northern portion. Bolton & Menk completed the exact same design for Segments A and the west half of Segment B of the Mill Towns Trail as part of the 2024 Jefferson Parkway Mill & Overlay project, just west of this project area which will bring experience to work through the trail design most efficiently. A map with all our current projects in the area is on Page 4.

We understand that the project will include the conversion of the buffered bikeway on the west side of Prairie Street to a protected bikeway. The existing bikeway was designed by Bolton & Menk. We know how to complete this conversion and will follow the latest city standards for protected bikeways to make a consistent product and experience for users.

Jefferson Parkway is important from a drainage perspective. It contains a trunk storm sewer that serves the upper 25 percent of the East Cannon River watershed area. During the comprehensive stormwater assessment project in 2018, this pipe was identified for future up sizing. In January of 2024, Bolton & Menk assisted the city in a quick assessment of the trunk line to review the capacity and catch basin configuration. During preliminary and final design, it will be prudent to revisit the model based on trail configurations to ensure gutter spread and pipe sizes are still adequate to meet state aid standards.

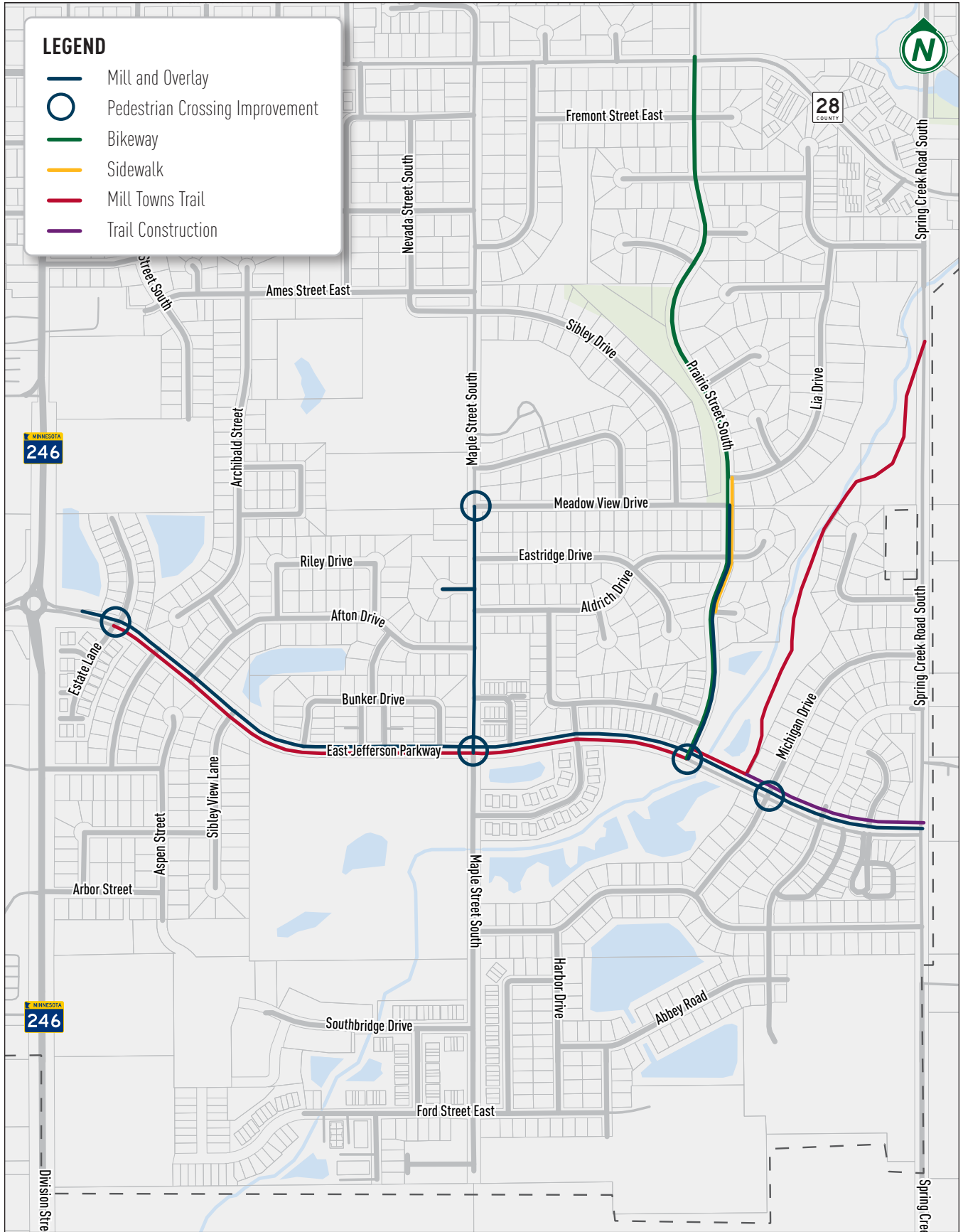
We will retain a geotechnical subconsultant to provide recommendations on the proposed improvements and an arborist subconsultant to perform a tree inventory throughout the project corridors. We will complete these tasks as a part of the feasibility report, as it may have implications on the overall project cost.



Bolton & Menk will ensure that all mill and overlay streets will be brought up to a service life of 15 years after construction. We will deliver the project according to the tasks laid out in our detailed work plan, on schedule and within budget, including all items detailed in the project schedule. The anticipated bid date for this project is early 2026. Our proposed schedule will meet the city's needs and ensure we deliver on this proposed bid date to take advantage of the competitive bidding environment.

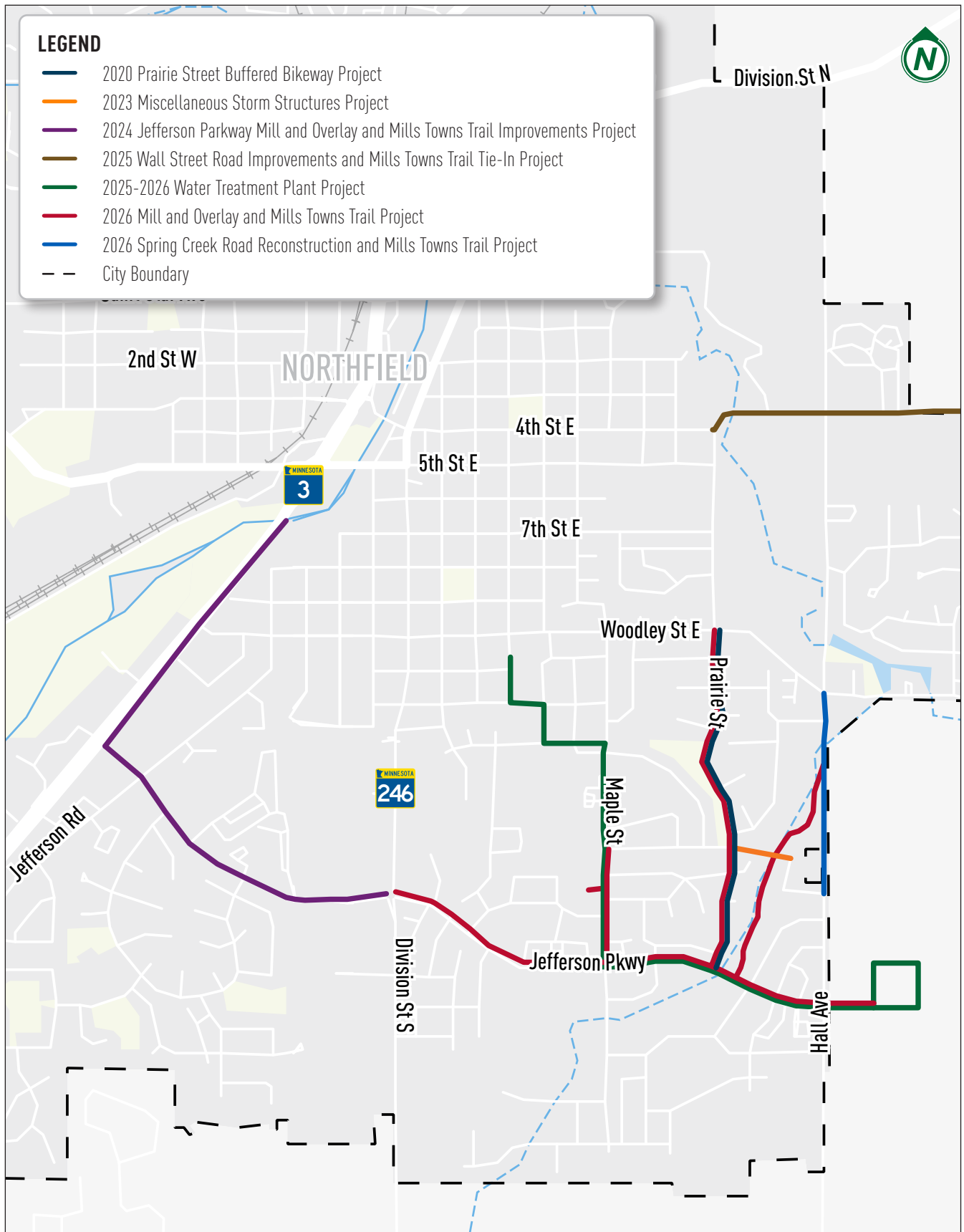
We have worked through this project process with the city on numerous previous projects and understand how city staff like to see tasks completed. This project will follow the City of Northfield's project process. Bolton & Menk will follow the required project steps and assist the city in facilitating neighborhood meetings, as required. With city staff leading the design of the mill and overlay areas, including adjacent new trails and sidewalks, coordination will be of paramount importance to ensure a successful project. We will schedule regular coordination meetings to ensure the project stays on schedule and design elements match between the city and Bolton & Menk.





## LEGEND

- 2020 Prairie Street Buffered Bikeway Project
- 2023 Miscellaneous Storm Structures Project
- 2024 Jefferson Parkway Mill and Overlay and Mills Towns Trail Improvements Project
- 2025 Wall Street Road Improvements and Mills Towns Trail Tie-In Project
- 2025-2026 Water Treatment Plant Project
- 2026 Mill and Overlay and Mills Towns Trail Project
- 2026 Spring Creek Road Reconstruction and Mills Towns Trail Project
- - City Boundary



# PROJECT APPROACH

---

Bolton & Menk understands the importance of not only achieving the desired outcome of each of the following tasks, but also completing them on time and within budget. It is our commitment to facilitate a successful process for the City of Northfield on the 2026 Mill & Overlay and Mill Towns Trail Improvements project. We will put special emphasis on working with city staff to ensure the project's success. A summary of our approach to key project elements is outlined in the task descriptions below.

## TASK 1. FEASIBILITY STUDY

A feasibility study will be developed by city staff for all portions of the proposed project. Bolton & Menk will create the following items for inclusion within the city's report:

- Intersection figures for the proposed improvements, including a 2D geometric layout for each intersection
- Cost estimates for the MTT segment C and storm infrastructure being designed by Bolton & Menk
- Cost estimate for a potential mini-roundabout at the Jefferson Parkway and Maple Street intersection, based on the design from the Jefferson Parkway and Jefferson Road mini-roundabout currently under construction

After thoroughly investigating the available background information including aerial photography, LiDAR maps, and other available maps, our natural resources team will visit the site to delineate all aquatic resource boundaries within the designated project areas which includes the entirety of the Mill Towns Trail and the east side of Prairie Street from Prairie View Court to Lia Drive. The delineation will include performing transects and sampling in the vicinity of those wetlands, placing 3-foot pin flags at the limits of any wetlands found. Our delineator will use a sub-meter GPS unit to accurately locate and map each point and prepare a written report of our findings. wetland permitting is not anticipated for this project, however, if impacts to wetlands or other aquatic resources do occur a separate scope and fee will be prepared for those services.

Bolton & Menk will attend a kickoff meeting in person with city staff. Our team will also create exhibits for and attend the two city-led neighborhood meetings for the feasibility phase of the project. The exhibits will include the Mill Towns Trail segment C and proposed intersection improvements.

## TASK 2. TOPOGRAPHIC SURVEY

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

Right-of-way and property lines will be illustrated based on either found field monumentation within full topographic survey limits, plat information, and/or Rice County GIS parcel linework for reconstruct areas and new sidewalk areas. All other areas will utilize Rice County GIS parcel linework for right-of-way and property lines. Deed and easement research will be completed for one property.





Full topographic survey will be completed for all intersections and pedestrian ramps to produce an adequate ADA compliant design. Topographic survey will be completed from curb to 10 feet beyond right-of-way for trail areas, centerline to 10 feet beyond right-of-way for new sidewalk areas, 50 feet to either side of the trail alignment through Spring Creek Park, and from roadway centerline to the inside edge of existing walk along Prairie Street for the protected on-street bikeway. Manhole reports will only be generated for structures within areas where it is anticipated that curb lines may be shifted. These include intersections noted for pedestrian improvements and along the new sidewalk areas. Additional topographic survey beyond that identified above can be negotiated at a fee based on submitted hourly rates.

Partial topographic survey will be completed in areas of spot curb and gutter replacement, spot sidewalk replacement, and within the mill and overlay areas to establish bituminous boundaries and project limits.

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

### Topographic Survey Assumptions:

- City staff will mark all spot curb and sidewalk removals prior to initial topographic data collection so locations can be collected with the overall project data.
- No easement exhibits/descriptions will be required for the project.

## TASK 3. ARBORIST REPORT

Work under this task includes evaluation by a trained arborist of all trees within five feet of the right-of-way for all street corridors and within 50 feet to either side of the proposed trail alignment through Spring Creek Park. The arborist report will provide the overall existing tree condition, and a projection of fate/recommendation of tree health due to construction impacts for each tree. The trees will be individually identified and tagged and correlated to a shape file deliverable that identifies each tree's location with the required information. We have partnered with TreeBiz LLC for arborist services on the project. A full scope of services and assumptions from TreeBiz is included at the end of this proposal.

## TASK 4. DESIGN

### Subtask 4.1 Existing Plans

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

### Subtask 4.2 Preliminary and Final Design Plans

The city will design final construction plans for the mill and overlay areas, new sidewalk, and new trails along Jefferson Parkway. Our team will prepare a base drawing and construction plans for the utilities, intersection designs, and stormwater pollution prevention plan (SWPPP) for all project areas, and will design all aspects of segment C of the Mill Towns Trail for inclusion into the city's plans to compile the overall final plan set. Major design components Bolton & Menk will be responsible for include:

- Erosion control plan and SWPPP for all project areas
- Innovative stormwater practices and BMPs will be considered for inclusion
- Analysis of the proposed filtration basin and bioswale included in the MTT 30% plans and a final design for stormwater infrastructure along the entire project corridor
- Storm sewer plan and profile for any storm sewer replacements or additions required on the entire project area, including hydraulics analysis to verify storm sizing and storm sewer/drainage design
- Alignment and profile for MTT segment C meeting all ADA and DNR requirements
- Cross sections for MTT segment C
- Removal plans for MTT segment C
- Signage and striping plan for the entire project area
- Intersection design including plans for any crossing and ADA improvements, including pedestrian ramp details with curb and gutter elevations/profiles
  - Design of the mini-roundabout at the intersection of Maple Street and Jefferson Parkway, including lighting design, if this alternative is selected
- Landscaping plans, choosing a minimum of 10 tree species and replacing at a 2:1 ratio
- Traffic control plans, as necessary
- Estimated quantities for MTT segment C and any stormwater infrastructure improvements

Our water resources team will assess the Jefferson Parkway and adjacent storm sewer lines, based on the anticipated added impervious area from the trail construction to ensure that pipe capacity and gutter spread remains in compliance with state aid standards. If additional catch basins or pipe upsizing is recommended, we will communicate any issues with the city immediately to inform final design. We will also look for opportunities to develop an innovative BMP approach to enhance the city's MS4 and promote water quality and local flood reduction goals. These include the 30% MTT filtration basin and bioswale design plans. We assume that final design will be limited to erosion and sediment control plans and SWPPP. However, if addition of a trail results in impact to local storm sewer, we will make recommendations for improvements and discuss next steps with the city prior to completing final design. Furthermore, if the city wishes to add stormwater practices above and beyond the 30% MTT plans, we will discuss the scope required to complete those tasks prior to commencement.

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

Our team will also create exhibits for and attend the city-led neighborhood meeting for the design phase of the project. The exhibits will include the Mill Towns Trail segment C and proposed intersection improvements.

### Subtask 4.3 Permitting

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

- MPCA Construction Stormwater permit

### Subtask 4.4 Contract Documents and Specifications

Our team will prepare special provision specifications to supplement the city's standard contract documents and technical specifications. The documents will be combined to complete the overall contract documents for bidding and construction purposes based on the city's standards.



### Subtask 4.5 Submit to City for Review and Approval

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

- 50% plan and specification submittal
- 95% plan and specification submittal

Each submittal will be accompanied by a cost estimate reflective of the current design stage for consultant led design aspects. A design review meeting with city staff will take place with each submittal to discuss the submitted materials and receive direction on the design elements.

### Subtask 4.6 Prepare Opinion of Probable Construction Costs

Our team will prepare an opinion of probable construction costs based on past City of Northfield bid information, current contractor pricing, and overall knowledge of the city, local contractors, and site conditions for consultant led design aspects. City staff will provide bid items and associated quantities for city-led design aspects.

### Subtask 4.7 Plan Review

Our team will complete a QA/QC review of the City of Northfield design plans at the 50% and 95% milestones.

### Subtask 4.8 Drafting Consultation

Our team will provide design and CAD assistance to city staff associated with the portion of the design the city is completing in-house. Per city direction, we have assumed 50 hours of design assistance will be needed.

### Subtask 4.9 As-Builts

Bolton & Menk will obtain record drawing information from field representatives and compile that information into final record drawings. We will also complete post-construction topographic survey on installed utilities throughout the project corridor.

### Design Assumptions:

- The following will be set/developed by the city:
  - Roadway alignments (not expected to shift significantly from existing locations)
  - Alignments/Profiles/Cross sections for all new trails and sidewalks
  - Removal plans
  - Plans, details, and quantities for the protected bikeway

- Estimated quantities (including new sidewalk and trails along Jefferson Parkway)
- Wetland permitting, public waters permitting, and floodplain permitting will not be required
- Traffic counts and an Intersection Control Evaluation (ICE) will be previously completed for the potential mini-roundabout

## TASK 5. CONSTRUCTION SERVICES

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

- Construction limits along segment C of the MTT to establish BMP locations, as necessary
- Alignment and grade for necessary utility replacement and repairs (assumes up to 28 structures and six hydrants)
- Alignment and grade for new curb and gutter at intersection improvement areas and along the new sidewalk, if the curb line is adjusted
- Alignment and grade for new medians
- Alignment and grade for new sidewalk and trails

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



## Construction Assumptions:

- City staff will provide all construction observation services and day-to-day project coordination.
- The project will not require the construction staking of retaining walls
- City staff will complete all aspects of construction administration (submittal review, facilitating preconstruction meeting, weekly meetings, etc.)
- Bolton & Menk has allocated time to attend the preconstruction conference, as required
- Locations for signs and striping will be laid out by the contractor based on provided plan information and the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) standards. Specific sign staking, if necessary, will be completed in the field by the project inspector
- Locations for landscaping amenities will be completed in the field by the project inspector

## TASK 6. TESTING SERVICES

### Subtask 6.1 Geotechnical Evaluation

We have partnered with American Engineering Testing (AET) for geotechnical evaluation services on this project. AET has extensive experience performing



these preliminary materials investigation tasks on other projects. A full scope of services and assumptions from AET is included at the end of this proposal. Work under this task includes soil borings to varying depths throughout the various project areas and a summary of findings. The geotechnical report will include pavement design recommendations based on R-values.

### Subtask 6.2 Construction Materials Testing

We have also partnered with AET for construction materials testing services on this project. AET has extensive experience performing materials testing following MnDOT's Schedule of Materials Control on other projects. A full scope of services and assumptions from AET is included at the end of this proposal.

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





# PROJECT TEAM

---

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



## JASON MALECHA, PE

### Project Manager

Jason will oversee the project design team and manage overall project delivery. He will be the main point of contact and ensure the city's needs are met during design. Jason will also lead project design and guide the plan and specification preparation. He previously held an internship with the City of Northfield and is excited to continue to serve the community he grew up in.

Jason is a project manager with Bolton & Menk, beginning his career in 2015. His design experience includes preparation of preliminary engineering and feasibility reports, development of construction plans and specifications, and production of detailed cost estimates for a variety of clients and projects. In addition to design, his experience includes detailed project inspection and documentation.



## BRAD FISHER, PE

### Principal-in-Charge

Brad will provide project oversight and support Jason to ensure that the City of Northfield's preferred project process is followed and plans are delivered. He will monitor progress, schedule, and budget to ensure critical issues are promptly addressed and will oversee the successful completion of the project, including construction.

Brad is a principal engineer with 10 years experience who has worked on many municipal projects consisting of roadway design, including municipal state aid design and utilities such as sanitary sewer, water main, and storm sewer. Brad is passionate about listening to his clients' needs and delivering their vision. His design experience includes preliminary and final design, preliminary layout and design, preparation of feasibility reports, preparation of construction plans and specifications, preparation of quantity take-offs and cost estimates, and project documentation.



### DREW BAILEY, EIT

Design Engineer

Drew will be responsible for the project design, specifically focusing on conformance with the project requirements and Civil3D design files necessary for preparation of the plans.

Drew is a design engineer who began his engineering career in 2023. His responsibilities include assisting in the preparation of preliminary engineering reports, developing designs and construction plans in AutoCAD Civil 3D, preparing bid documents, and serving as a construction project representative. Drew enjoys interacting with residents and finds it rewarding being able to help improve the safety, sustainability, and aesthetic of their communities and local infrastructure.



### CONNOR COX

Multimodal Design Engineer

Connor will evaluate the proposed bikeway and intersection improvements to provide guidance on implementation of recommended infrastructure improvements. Connor has previous experience assisting the City of Northfield in development of their Pedestrian, Bike, and Trail System plan/policy. This direct experience will allow the project team to design the pedestrian and bicycle facilities to best meet the City of Northfield's expectations.

Connor is a senior transportation planner on the Bolton & Menk team who began his career in 2012. He is responsible for leading active transportation planning work across Bolton & Menk's Midwest offices and is an expert in pedestrian and bicycle plans and studies, safe routes to school projects, complete streets projects and policies, trail studies and master plans, and safety action plans. Connor has ample experience with active transportation plans and studies, complete streets planning, design, and maintenance, bikeway design, corridor studies, winter maintenance, and grant funding.



### MIRANDA CHRISTENSEN, PE

Water Resources Design Engineer

Miranda will provide all water resources engineering on the project. She will model the existing and proposed storm sewer systems, verify the capacity of the storm sewer system, and make improvement recommendations.

Miranda is a project engineer who began her career in 2017. She is responsible for preparing preliminary engineering reports, preliminary and final design, developing construction plans, and completing development plan reviews. She also assists with design calculations and cost estimates. Miranda is proficient in AutoCAD Civil 3D, Storm & Sanitary Analysis (SSA), HydroCAD, and XPSWMM. She regularly completes hydrologic and hydraulic modeling, water quality modeling, best management practice (BMP) design for SWPPPs, and watershed permitting and administration for projects. In addition to her design knowledge, Miranda has valuable experience in the field on projects ranging from new residential developments to full reconstructs, as well as mill and overlay and reclamation projects.



## BRANDON BOHKS

**Natural Resources Specialist**  
Brandon will conduct wetland analysis, delineation, permitting, and agency coordination. He will coordinate with state and federal agencies to work through wetland delineations and permitting, including for a public waters work permit.

Brandon is a senior natural resource specialist who began his career with Bolton & Menk in 2016. Brandon has completed countless delineations for various projects that have included delineating all aquatic resources, including watercourse delineations and incidental wetlands. Brandon also acts as a Local Government Unit for 10 municipalities throughout the metropolitan area, where he administers the Wetland Conservation Act and answers wetland-related questions for the cities and their residents. Brandon has additional experience completing permits related to aquatic resources, completing vegetation surveys, hydrology monitoring, and wetland bank design.



## ERIC WILFAHRT, PLS

**Project Surveyor**  
Eric will serve as the project surveyor and will coordinate and review topographic survey, base mapping, and construction field staking.

Eric began his surveying career in 2004 with Bolton & Menk after three summer internships with the company. He manages survey operations for the firm's south metro locations. He likes to complete projects that have complex and challenging right-of-way and boundary determinations. Eric is very detail orientated, and he strives to produce the best possible product for clients while keeping budget in mind. He is responsible for crew scheduling and coordination; professional reviews and determinations; research; and preparing, calculating, interpreting, and writing legal descriptions. He also provides quality assurance and quality control on projects to ensure project scopes are complete. Eric is proficient in Civil 3D and Trimble Business Center.

## SUBCONSULTANTS

### TREEBIZ CONSULTING LLC

**Arborist Services**  
TreeBiz will be responsible for providing an arborist report.

Bolton & Menk has partnered with TreeBiz on this project to meet the City of Northfield's needs. TreeBiz's proposed fees are attached.

### AET



**Geotechnical Services**  
AET will be responsible for performing soil borings and providing a geotechnical evaluation report as well as providing construction materials testing for the 2024 Street Improvements projects.

Bolton & Menk has partnered with AET on this project to meet the City of Northfield's needs. AET's proposed fees are attached.

# PROJECT EXPERIENCE

Bolton & Menk has assembled an experienced and proven team to complete the project tasks required by the City of Northfield. Below, we have included a matrix that highlights several examples of our recent work, as well as the duties performed for each project.

BOLTON & MENK TEAM EXPERIENCE	Project Relevance	Federal Aid Project	State Aid Project/Grant Funding	Reconstruction	Rehabilitation	Rural to Urban Conversion	Utility Design	Bridge Design	Multimodal Design	Public and Agency Involvement	Natural Resources Permitting	Floodplain Permitting	Landscape Architecture	Traffic Analysis	Drainage and Hydraulics
Project															
2019 Street Reclamation   Northfield, MN			•		•		•		•	•			•		•
2020 Mill and Overlay   Northfield, MN					•		•		•	•				•	
2021 Reclamation and Overlay   Northfield, MN					•		•		•	•					•
2023 Miscellaneous Storm Structure Repair   Northfield, MN							•		•	•	•	•			•
Honeylocust Drive ECRT   Northfield, MN								•	•		•	•			•
Lincoln Waterway Box Culvert   Northfield, MN							•	•		•	•	•			•
Bridge Square Park Improvements   Northfield, MN				•			•			•	•	•	•		•
Neighborhood Flooding Issues Infrastructure Improvements   Northfield, MN							•				•				•
Wastewater Treatment Plan   Northfield, MN				•	•		•		•						•
Water Treatment Plant   Northfield, MN			•	•	•	•	•		•	•	•				•
Wall Street Road Improvements   Northfield, MN				•		•	•	•	•	•	•	•	•	•	•
Downtown South Reconstruction   Prior Lake, MN			•	•			•			•	•		•	•	•
170 <sup>th</sup> Street Improvements   Prior Lake, MN				•		•	•								•
2017 Street and Utility Improvements   Prior Lake, MN				•			•		•	•				•	•
2015 Street and Utility Improvements   Prior Lake, MN				•		•	•			•					•
2022 Spruce Street Reconstruction Project   Farmington, MN				•			•			•	•	•			•
Riverfront Renaissance Project   Hastings, MN (2018 APWA Project of the Year)			•	•	•		•			•			•		•
Snelling Avenue North Street and Utility Improvements   Arden Hills, MN			•		•	•	•		•	•	•				•
2024 PMP Street & Utility Improvements   Arden Hills, MN				•	•		•			•	•				•
2019 Street Improvements   Empire Township, MN					•	•	•								•
2024 Street Improvements   Empire, MN				•	•	•	•			•	•				•
2017 Street Improvements   City of West St. Paul, MN			•	•	•		•			•					•
2018 Street Improvements   City of West St. Paul, MN			•	•	•		•			•					•
2019 Street Improvements   City of West St. Paul, MN			•	•			•			•					•
Indiana Avenue, Ipava Avenue, and 175 <sup>th</sup> Street West Rehabilitation   City of Lakeville, MN					•		•		•	•					•
Ipava Avenue Roundabout and 205 <sup>th</sup> Street Rehabilitation   City of Lakeville, MN					•		•		•	•			•		•



# PROJECT SCHEDULE

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



# PROJECT COST

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

Client: City of Northfield Project: 2026 Mill and Overlay and Mill Towns Trail Improvements				Bolton & Menk, Inc.									
Task No.	Work Task Description	Principal-in-Charge	Project Manager	Design Engineer	Multimodal Design Engineer	Water Resources Engineer	Natural Resources Specialist	Project Surveyor	Survey Technician	Survey Crew Chief	Clerical	Total Hours	Total Cost
1.0	FEASIBILITY STUDY	2	4	14	20	20	0	0	0	0	0	60	\$10,034
2.0	TOPOGRAPHIC SURVEY	0	0	0	0	0	0	20	50	180	0	250	\$45,090
3.0	ARBORIST REPORT	Arborist Sub Consultant											\$8,250
4.0	DESIGN	42	152	318	100	90	28	0	0	0	12	742	\$114,990
5.0	CONSTRUCTION SERVICES	4	20	0	0	0	0	20	30	204	0	278	\$50,818
6.0	TESTING SERVICES	Geotechnical Sub Consultant											\$48,106
Total Hours		48	176	332	120	110	28	40	80	384	12	1330	
Average Hourly Rate		\$173.00	\$166.00	\$136.00	\$190.00	\$166.00	\$144.00	\$201.00	\$141.00	\$189.00	\$106.00		
Subtotal		\$8,304	\$29,216	\$45,152	\$22,800	\$18,260	\$4,032	\$8,040	\$11,280	\$72,576	\$1,272		
Base Total Fee												\$277,288	

**Request for Proposals**  
City of Northfield, MN  
2026 Mill & Overlay and Mill Towns Trail Improvements  
June 3, 2024

**RFP Addendum No. 1**

**1. Add e. under Intersection Improvements Locations in the Project Areas and Descriptions portion of the RFP**

e. Maple Street and Meadow View Drive

**2. Add Section 4.3.10.2 under the design portion of the RFP**

4.3.10.2. Lighting Design – The consultant will prepare a lighting design for the roundabout at Maple Street and Jefferson Parkway If the alternate is selected.

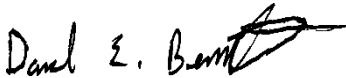
**3. Add section 4.9 under the design portion of the RFP**

4.9. As-builts – Consultant shall provide As-built survey and prepare As-builts

**4. Replace attachment #1. Project map with updated project map.**

**5. Add attachment # 10. Maple Street & Meadow View Drive possible design.**

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

  
\_\_\_\_\_  
David Bennett, P.E.

Lic. No. 45867

June 3, 2024  
Date

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

Respondent hereby acknowledges receipt of the following Addenda:

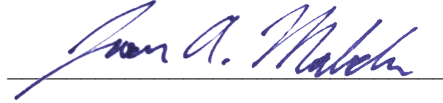
Addendum  
Number

Date Received

Signature of Respondent

1

June 2, 2024

A handwritten signature in blue ink, appearing to read "Juan A. Malo", is written over a horizontal line.

2

\_\_\_\_\_

\_\_\_\_\_

3

\_\_\_\_\_

\_\_\_\_\_

4

\_\_\_\_\_

\_\_\_\_\_