

CONSULTANT SERVICE CONTRACT

This Contract is made this 6th day of December, 2022, 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 Trunk Highway 246 Corridor study (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, December 31, 2023, 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.

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SECTION VII –SIGNATURES

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

CONSULTANT: BOLTON AND MENK, INC.

By: _____

(Signature)

Title: Principal Engineer

Print Name: Brian Hilgardner

Date: _____

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:



PROPOSAL FOR

TH 246 Scoping Study

City of Northfield | April 8, 2022

CONTACT:
Bryan Nemeth, PE, PTOE
612-802-9538
Bryan.Nemeth@bolton-menk.com



12224 Nicollet Avenue | Burnsville, MN 55337-1649
Ph: 952-890-0509 | Bolton-Menk.com

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**BOLTON
& MENK**

Real People. Real Solutions.

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Ph: 952-890-0509
Bolton-Menk.com

April 8, 2022

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

RE: Proposal for Trunk Highway (TH) 246 Scoping Study

Dear David:

A classic American river town, Northfield draws people to its unique heritage, year-round recreational amenities, and vibrant shopping scene. But with so many locals and visitors flocking to Northfield, it's more important than ever to provide transportation facilities that improve the safety, increase the mobility, and support the future land uses of the local community. We're excited to help you develop an implementable vision for the future of TH 246. When you partner with Bolton & Menk on this important scoping study, you can benefit from:

A Trusted and Collaborative Partner—We understand the issues and will bring the right approach to achieve effective collaboration. Bolton & Menk has produced high-quality results for several projects in the City of Northfield, and our in-house multidisciplinary experts will use that understanding of your processes and preferences to keep the study process running efficiently from day one. We have a credible and collaborative full-service team of transportation planners, engineers, and support staff who will work together to customize the best outcome for Northfield.

Skilled Technical Experts—Our team has a demonstrated history of technical expertise and a deep well of knowledge in multimodal corridor planning and design. We understand the integral role TH 246 plays within the greater transportation system, and we'll use our experience to tailor our study approach specifically to the TH 246 corridor. You will benefit from Bolton & Menk's proven ability to give the city access to in-depth planning, innovative analytical tools, and a fresh perspective—all while remaining sensitive to the local context.

Implementable Design—A study isn't meant to sit on a shelf; it's meant to bring a vision to life. Our team redefines how a scoping study is done. We take the extra step to make sure we get the stakeholder buy-in needed for implementable results. With our team, you can be certain we will provide solutions that bridge the distance between vision/innovation and shovel-readiness. We have designed and constructed many multimodal corridors that balance safety with access and mobility and will provide implementation priorities to aid in the long-term realization of the vision.

In continued service to the City of Northfield, we are excited at the opportunity to complete the TH 246 Scoping Study. I will serve as your lead client contact and project manager. Please contact me at 612-802-9538 or Bryan.Nemeth@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,

Bolton & Menk, Inc.

Bryan Nemeth, PE, PTOE
Project Manager



PROJECT UNDERSTANDING

The City of Northfield is undertaking the study of TH 246 from TH 3 to CSAH 1 to determine the future vision for the corridor, thereby supporting potential future turnback from MnDOT to the city. Specific goals for the study as we understand them include:

- » Integrating past planning and analysis efforts into the vision for TH 246
- » Ensuring the pedestrian and bicycle facilities provided meet the needs of the area, nearby schools, and tie into the overall city and regional network
- » Determining future corridor needs to accommodate future growth and development and right sizing the vision accordingly
- » Engaging the public and stakeholders to understand issues and needs and provide opportunities for these groups to influence the vision
- » Summarizing the study process and findings in a final report that can be used as a guide for future conversations related to turnback potential

See the project issues map developed on the following page that further depicts our understanding of the corridor and particular items that will need to be specifically considered during the study.



Intersection control at the south end of the corridor will likely heavily depend on development potential.



Pedestrian crossings will be reevaluated with this study to ensure the vision safely accommodates non-motorized travel.



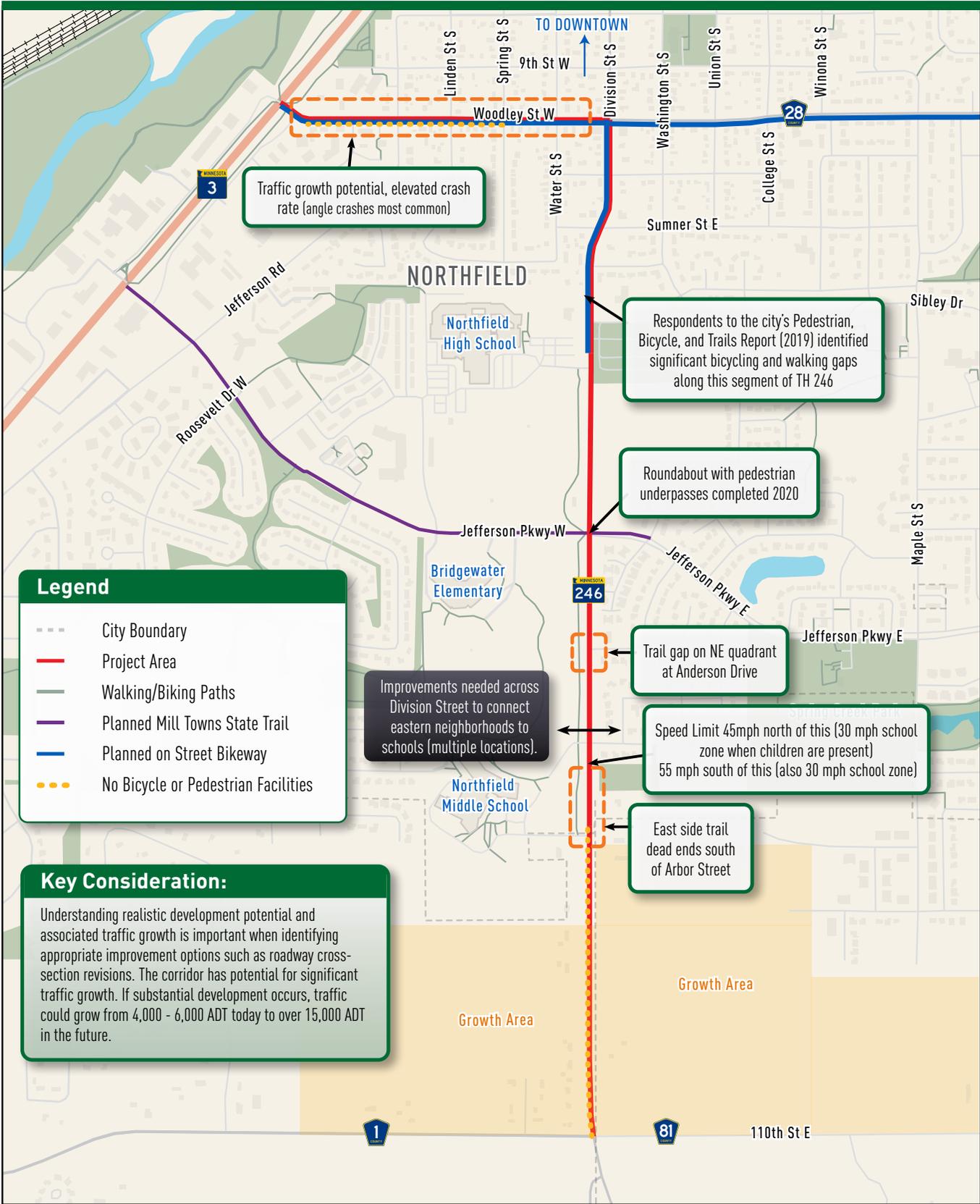


Northfield TH 246 Scoping Study Issues Map

April 2022



Real People. Real Solutions.





PROJECT TEAM

The Bolton & Menk team will serve as an extension of city staff and will maintain close coordination with the city. The proposed team provides the optimum combination of accessibility, community knowledge, and specialized expertise. Our project manager, Bryan Nemeth, will be supported by key individuals and support staff. Bolton & Menk can draw upon more than 700 other team members throughout our firm, as needed, to meet your needs. Project team member bios are included below. Full résumés are available upon request.



BRYAN NEMETH, PE, PTOE • Project Manager

Bryan has the qualifications, experience, local knowledge, motivation, and work ethic to effectively manage each project phase. He will coordinate closely with the City of Northfield and the project partners. Bryan will manage the team and all schedule, cost, public outreach, and scope management processes. Bryan is a principal traffic engineer with more than 20 years of experience managing both planning and design projects for cities, counties, and MnDOT. As primary traffic and transportation contact for the City of Northfield, Bryan is responsible for delivering quality products on time, on budget, and within scope. He has led corridor studies and design projects throughout the state and has extensive experience with traffic operations, safety analysis, and traffic design. He uses this knowledge to enhance the planning for regional and local transportation initiatives and move ideas into actual deployment. His passions include traffic safety, traffic operations, deployment of new technologies, and critical methodology analysis.



DAVID PETERSON, AICP • Pedestrian and Bicycle Facilities Lead

David will identify potential pedestrian and bicycle facility improvements. David is a senior transportation planner for Bolton & Menk, starting his professional planning career in 2005. He strongly believes that urban planning can help build stronger, more equitable, more resilient, and more sustainable places. David provides expertise in a variety of transportation planning services, including bicycle and pedestrian planning, public transportation, environmental compliance, project management, and public outreach and engagement. He is passionate about the work he does to support alternative transportation and feels strongly that investment in these transportation modes is crucial to decrease greenhouse gas emissions and lighten our impact on land and sensitive species and habitats.



BRAD FISHER, PE • Utilities Lead

Brad will analyze the existing utility system and develop replacement concepts and costs based on his knowledge of the City of Northfield built through years of prior projects completed. Brad is a project engineer who began his career in 2014. He has worked on many municipal projects consisting of roadway design, including municipal state aid design and utilities such as sanitary sewer, watermain, and storm sewer. Brad is passionate about listening to his clients' needs and delivering their visions. He completes project planning, design, and preparation of construction plans and specifications. 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. In addition to his design experience, Brad has experience providing construction inspection and documentation services on various projects. He has significant experience in the evaluation of concrete pavement, determination of rehabilitation feasibility, and the implementation of concrete pavement rehabilitation (CPR) methods and repairs.





KEVIN MACKAY, PE, PTOE • Traffic Engineering Lead

Kevin will lead the collection and analysis of traffic data. He will also lead traffic forecasting efforts for the development of conceptual alternative layouts. Kevin is a traffic engineer who began his

career in 2011. He performs travel demand modeling, traffic forecasting, transportation planning, traffic operations analyses, traffic simulations, and roadway safety analyses to support a variety of transportation projects. He has completed dozens of studies throughout the Midwest, and his expertise ranges from project-level traffic analysis to long-range areawide planning. Kevin is Bolton & Menk's lead traffic forecaster, leveraging his deep understanding of demographic data, spatial analysis, and travel demand modeling to develop planning assumptions for a wide variety of transportation projects.



CHRIS BRABAND, PE • Roadway Concept Design

Chris will lead the development of conceptual design alternatives for the corridor, which will pull in data from the traffic analysis and pedestrian/bicycle facility needs identified. Chris is a

transportation project engineer for Bolton & Menk. He began his career in 2008 as a roadway geometric design engineer in Illinois working on highway design contracts for the Illinois Department of Transportation and the Illinois Tollway. He moved to Minnesota in 2017 and has gained experience in conceptual, preliminary, and final design contracts throughout the state. His diverse background gives him a unique perspective on transportation projects, and he uses this perspective to incorporate innovative techniques and solutions into his design approach. He is proficient in Bentley GEOPAK, OpenRoads Connect Edition, ConceptStation, and InfraWorks, and trains internal staff on incorporating a 3D-centric design process into their workflow.



NICOLE KRAUSE • Public Engagement

Nicole will lead online stakeholder engagement efforts, including public meetings and web content. Nicole is a project communication specialist who began her career in 2017. She has

excellent engagement planning skills and effectively conveys complex engineering messages to the public. Nicole provides engagement planning, graphics development, website and social media management, and meaningful face-to-face engagement with a focus on customer service. With her media background, she can deliver messages tailored to each community's unique needs. Her skills are present from the early stages of a project through construction. She helps clients of all sizes and serves residents and businesses, from cities and counties to transit services and airports.

In addition to the key personnel identified above, we will draw on the support of several additional resources:

Name/Role	Similar Experience
 <p>Dan Donayre Wetland Specialist</p>	Dan leads Bolton & Menk's natural resources team and is responsible for coordinating with state and federal agencies to work through difficult aquatic resource delineations and permitting. He began his duties in 2005 and has conducted hundreds of wetland delineations, GPS surveys, MnRAM analyses, and permits through WCA, DNR, and UACE.
 <p>Kate Ellis, EIT Design Engineer (Concepts)</p>	Kate has a broad array of experience including traffic analysis through final design of transportation systems. She has spent the past several years supporting Chris on conceptual design efforts—a synergy that will continue on this project.
 <p>Chloe Weber, EIT Design Engineer (Traffic)</p>	Chloe has developed skills on many transportation planning and preliminary design efforts both in terms of conceptual design and traffic analysis experience. She will assist Kevin in forecasting and traffic analysis for this project.
 <p>Rachel LeMire Communication Specialist</p>	Rachel is a communication specialist with experience assisting engagement efforts on studies such as this through construction projects. She will aid in the production of materials and coordinate logistics for the open house.





PROJECT EXPERIENCE

Bolton & Menk has assembled an experienced team of professionals with a proven track record of delivering similar projects. We have highlighted several projects our team has delivered using a similar approach and/or with similar elements. We will draw upon this experience to benefit the TH 246 Scoping Study. Additional project experience and references are available upon request.

TH 41/CSAH 61 DOWNTOWN IMPROVEMENTS City of Chaska, Carver County, and MnDOT

TH 41 is Chaska's main street. It is a four-lane divided roadway with parking (and without turn lanes) bisecting a historic downtown and business district constrained in 80 feet of right-of-way with limited pedestrian space. Traffic projections range from 22,000 to 26,000 vehicles per day. TH 41 also serves as a principal arterial and just one of a few Minnesota River crossings in the southwest metro area.

The City of Chaska's vision is to revitalize its downtown as the hub of community destinations and gathering places that reflect and celebrate its historic character, traditional small-town atmosphere, and values. Carver County and MnDOT both had improvement projects planned on TH 41 and CSAH 61 in downtown Chaska but did not have city support, as each agency's plans were far off from the city's. To plan for these upcoming construction projects, the City of Chaska, Carver County, and MnDOT joined with Bolton & Menk to identify a future downtown transportation vision that could be supported by all agencies.

We worked hard on behalf of all parties to find a sustainable solution, which took compromise from all and coordination with city, county, MnDOT functional groups, MnDOT leadership, and Metropolitan Council leadership. In addition, we worked closely with the Chamber of Commerce and downtown business community to earn their support.

Through innovative design, we developed a solution that worked for mobility while also greatly enhancing safety and improving the pedestrian network, including a trail underpass. The success of this project is rooted in the strong partnerships, flexible design, and a collaborative approach that allowed each agency time



Click above to see a visualization of the future TH 41/CSAH 61 corridor.

to understand and vet potential improvements, consider the compromises, and test multiple options. The result is a truly unique and supported vision for TH 41 and CSAH 61 in downtown Chaska. Through this tireless agency and public engagement process, coupled with sound technical analyses and innovative approaches, Bolton & Menk led MnDOT, Carver County, and the City of Chaska to support a singular vision which balances the regional function of the roadways with the city's desire to enhance the downtown environment for all people.

The momentum gained during the study was used to continue moving improvements forward for both corridors. The recommended alternative on TH 41 was developed into a staff-approved layout. The western portion of CSAH 61 moved directly into final design following the study and was constructed in 2018. The City of Chaska then became the lead agency for implementation of the vision.

Our team assisted the city and project partners to assemble a \$25 million funding package with construction beginning in the summer of 2022. Our team has completed 90% plans, and is progressing through right-of-way acquisition and environmental documentation. Construction will conclude in 2024.



**2017 Partnership in Planning Award
American Planning Association of Minnesota**



DIFFLEY ROAD (CSAH 30) SCHOOL AREA SAFETY IMPROVEMENTS

Dakota County

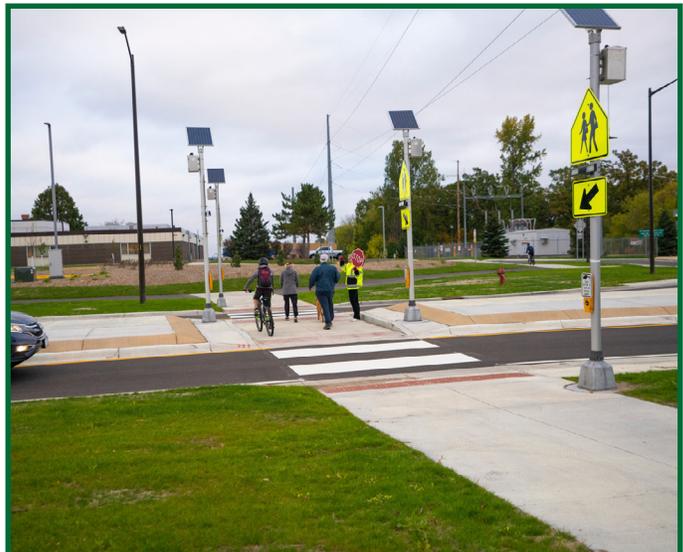
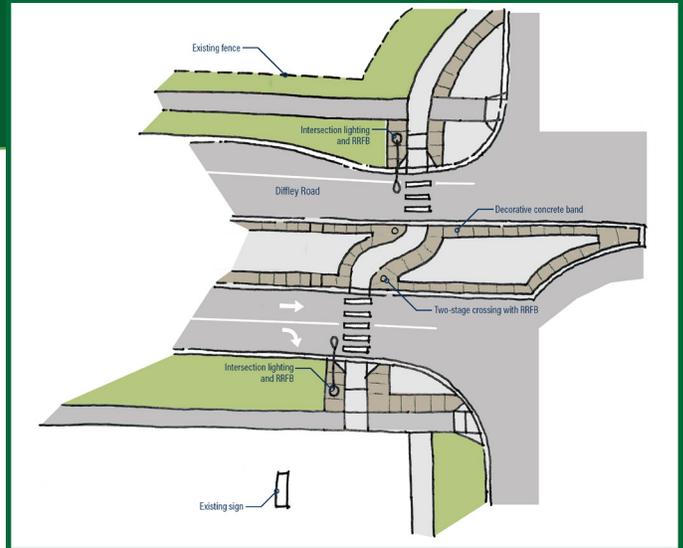
Dakota County and the City of Egan were studying a safer intersection crossing along Diffley Road (CSAH 30) when a student was fatally struck by a driver while crossing the road in the fall of 2019. The county and city needed to manage a highly emotional situation and share their knowledge, plans, and next steps with residents, parents, elected officials, and school representatives. The public information meetings made it clear the community needed to see near-term improvements that resulted in a school area environment that slowed traffic, improved traffic congestion and circulation, and most importantly, provided safe crossings of Diffley Road.

If a road can be beautiful, Diffley Road is stunning! I drove it several times this weekend to marvel at how well done it is. Great work by you and your team!

-Dianne Miller, Assistant City Administrator

Bolton & Menk assisted the city and county since late 2019—preparing and facilitating numerous public meetings, identifying and evaluating improvement alternatives, conducting thorough traffic simulations, engaging community advocates, talking to students, informing political officials, and leading project management meetings with the school district, city, and county staff. The highly involved and intensely collaborative process enabled an otherwise 12-month study to be successfully completed in a third of that time, providing a responsive plan for the community and political officials pursuing funds. We completed the study in April 2020, helped secure state bonding, completed preliminary and final design in 2020, and managed successful construction in 2021.

Major elements of the improvements include two roundabouts on Diffley Road, pedestrian crossing improvements on Diffley Road and Braddock Trail, a four- to two-lane reduction on Diffley Road, a new access to the middle school and high school site from Diffley Road, and site improvements to better manage and separate vehicle traffic from pedestrian traffic on the sites.



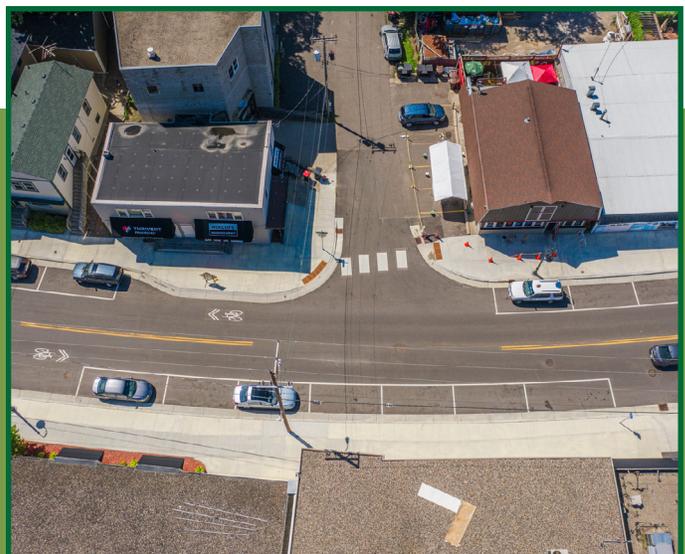
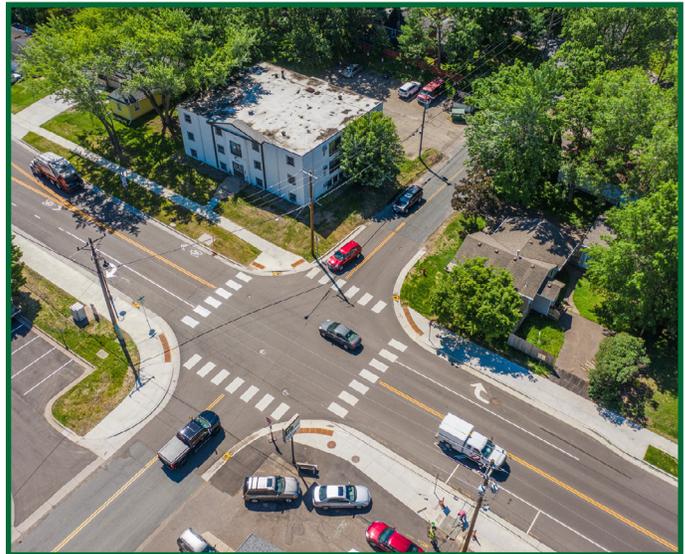
CSAH 12 (STILLWATER ROAD/75TH STREET) SAFETY AND MANAGEMENT STUDY

Washington County

The CSAH 12 corridor through the Cities of Mahtomedi, Willernie, and Grant is characterized by two distinct segments—a "small town" downtown area in the west and a more rural, high-speed corridor to the east. The western, urban segment posed multimodal transportation challenges such as discontinuous, non-ADA-compliant sidewalks, pedestrian safety issues, and parking shortages. In addition, local communities sometimes had differing visions and varying abilities to fund potential transportation improvements.

Bolton & Menk worked with Washington County to address the transportation needs along the CSAH 12 corridor. We applied an integrated transportation planning approach to address the safety, operations, and accessibility needs in a manner sensitive to the local context, goals, and financial feasibility. We considered pedestrian and bicyclist needs and connections, existing and planned land uses and corresponding parking needs, and sensitive environmental resources; developed and adjusted concepts to meet the needs of all parties; engaged the public; and helped secure funding.

Bolton & Menk was successful in working with Washington County and the local communities to meet the functional needs of this county highway, while also vastly improving the multimodal environment for pedestrians, bicyclists, and those reliant on ADA-compliant facilities.



MANY SIMILARITIES TO TH 246, INCLUDING:

- » **Context**—changing corridor context including areas of residential, schools, and rural elements
- » **Volumes**—traffic volumes not requiring major expansion but thoughtful repurposing of right-of-way
- » **Changes in Land Use**—areas of planned development, increasing traffic pressures in certain areas and the overall corridor





WORK PLAN

The City of Northfield can be assured the Bolton & Menk team will provide outstanding technical deliverables, exceptional leadership in public and stakeholder involvement, and superior project management in a timely and cost-effective manner. The detailed work plan below is outlined by tasks addressing all elements of the RFP.

1 PROJECT MANAGEMENT

Our team is skilled at working through complex processes toward solutions that are equitable, inclusive, implementable, and technically strong. We will hold a May 2022 kickoff meeting with the project management team (PMT), hold monthly PMT meetings, provide monthly status reports, and provide regular updates on schedule and project deliverables. The PMT will regularly consist of the city's project manager, other city staff as required, and the Bolton & Menk project manager, Bryan Nemeth. Depending on the topics planned for discussion at various meetings, Bryan will bring additional key staff as needed. Additionally, we assume coordination with MnDOT will occur on an as needed basis either during regularly scheduled PMT meetings or special meetings with MnDOT staff.

We will perform project management activities such as preparing agendas, recording minutes, budget management, invoicing, and general management of the scope tasks to successfully complete the project from start to finish, on time and within budget. We will manage all coordination, timely document delivery, meeting preparation and convening, and quality assurance/quality control functions.

Task 1 Assumptions

- » PMT and potential MnDOT meetings are held virtually

Task 1 Deliverables

- » Project kickoff meeting and monthly PMT meetings (up to eight [8] total)
- » Up to two (2) additional meetings with MnDOT staff
- » Meeting agendas and minutes
- » Monthly invoices and progress reports
- » Project schedule updates, as needed

2 TRAFFIC DATA COLLECTION

TASK 2.1: TRAFFIC DATA COLLECTION

Bolton & Menk will arrange for counting and data processing at the locations below. This will include up to eight (8) 13-hour counts, which will provide data on peak hour movements through a typical day, vehicular traffic, truck traffic, and numbers of bicyclists and pedestrians. Counts will be conducted in early- to mid-May 2022, on mid-week days before the end of the school year.

- » TH 3/Woodley Street
- » TH 246/Woodley Street
- » TH 246/HS Access*
- » TH 246/Jefferson**
- » TH 246/Elementary Access*
- » TH 246/Middle School Accesses (two, north and south)*
- » TH 246/CSAH 1

* **Locations previously counted in 2016. Our team will confirm with the city prior to collecting data if these should be recounted once detailed count information is provided (15-minute breakdown by movement).**

** **Location not mentioned in RFP but would be impactful to the corridor traffic model. Similar to above, our team will confirm with the city prior to collecting data if this location should be recounted as well.**

TASK 2.2: INTERSECTION CAPACITY ANALYSIS

Using data collected or refurbished from prior studies, our team will analyze the intersection operations at the eight study intersections in the AM and PM peak periods. Analysis periods will include the existing year



and 20-year design period and will be completed using Synchro/SimTraffic software. Roundabouts will be analyzed using Highway Capacity Manual methodologies. Measures of effectiveness reported may include: delay, level of service, corridor travel times, and queuing.

Task 2 Assumptions

- » Based on the 2016 study, we assume the school PM peak is significantly more impactful than the commuter PM peak and will only analyze two peak hours during the day (AM/PM)

Task 2 Deliverables

- » Up to eight (8) 13-hour traffic counts
- » Draft Traffic Operations Technical Memorandum
- » Final Traffic Operations Technical Memorandum

3 PEDESTRIAN AND BICYCLE FACILITIES

We will analyze the corridor to understand pedestrian and bicycle facility issues and needs. This will include a review of all relevant past planning and study documentation, including the city's Pedestrian, Bike, and Trail System Report; ADA transition documentation; Complete Streets Policy; Pedestrian, Bike, and Trail System Plan; Greenway Plan; and any other relevant documents. Our team will merge these findings and recommendations together to both consider needs and potential improvements for facilities along TH 246 and crossing locations. Uncontrolled pedestrian and bike crossings will be analyzed for appropriate treatment using Local Road Research Board (LRRB) and MnDOT guidance as well as national best practice guidance from sources such as the Federal Highway Administration (FHWA) Safe Transportation for Every Pedestrian (STEP) and the National Association of City Transportation Officials (NACTO). These findings will be built into the conceptual design in Task 5.

Task 3 Assumptions

- » All relevant GIS data related to existing and planned bikeways and pedestrian walkways will be provided
- » Any available data related to bicycle and pedestrian counts will be provided

Task 3 Deliverables

- » Needs and opportunities identified in the final report
- » Opportunities built into Task 5 deliverables

4

TRAFFIC FORECASTING AND FUTURE LAND USE AND DEVELOPMENT

We will develop 20-year traffic projections to guide transportation decisions in the study area. These projections will be guided by a review of historic traffic trends, local comprehensive/transportation planning documents, the Metropolitan Council travel demand model, and other information related to development expectations considering the growth anticipated on the southern end of the corridor. The forecasting methodology and results will be vetted through local technical staff via a Traffic Forecasting Technical Memorandum.

Task 4 Assumptions

- » Latest development and land use information provided by the city

Task 4 Deliverables

- » Draft Traffic Forecasting Technical Memorandum
- » Final Traffic Forecasting Technical Memorandum

5

GEOMETRIC DESIGN DEVELOPMENT

When setting a corridor vision, both intersection treatments and segment typical sections in between intersections are key elements to discuss and evaluate during the visioning process. We generally consider this a three-step process:

1. **Determine typical section alternatives**—How many travel lanes are required, how are non-motorized uses accommodated, how do segment needs fit within or impact existing right-of-way, etc.?
2. **Determine intersection alternatives**—Based on the analysis completed in Tasks 2 and 4, what intersection locations require upgraded treatments in terms of traffic control type and lane geometry to best suit the current and future needs of the corridor?
3. **Create corridor concepts**—Combine both segment and intersection elements into various corridor concepts depicting how individual elements can work together to meet corridor goals. This includes combining pedestrian and bicycle needs for traveling along the corridor as well as appropriate crossing treatments.



TASK 5.1: TYPICAL SECTION ALTERNATIVES

Our team will use an interactive typical section tool to develop cross section views along the corridor. These sections can easily be constructed on the fly in a matter of minutes during design workshops and are at a quality level that is easily understood by the public. These typical sections will allow the project team to quickly move from the brainstorming phase to public engagement to get meaningful input on ideas before full corridor concepts are prepared. While this corridor is currently a trunk highway with design elements meeting MnDOT trunk highway standards, a potential turnback would mean the vision should align with MnDOT State Aid standards. Our team will identify the appropriate design guidelines during the process to ensure concepts align with proper standards.



Check out the video roadway concept design lead, Chris Braband, put together to visualize the TH 246 corridor.

TASK 5.2: INTERSECTION ALTERNATIVES

Based on existing and future operational issues at study intersections, our team will develop a set of potential intersection treatments to analyze. Representative treatment images or drawings will be used to the extent possible to depict the general nature of the intersection designs prior to the drafting of site-specific geometry.

TASK 5.3: CORRIDOR CONCEPTS

With both vetted typical section and intersection alternatives in hand, we will create overall corridor concepts to depict the general intent of improvements. This will facilitate stakeholder and public understanding of where different design features start/stop, what intersection control needs are, and how access is intended to be managed. These conceptual drawings will be completed in CAD software to depict the general 2D geometry associated with the various ideas. General space for water quality and drainage features will be noted as appropriate to plan for the full footprint of needs ultimately required.

TASK 5.4: COST ESTIMATING

Our team will develop conceptual cost estimates for each alternative. Estimates will be based on quantity take-offs for major items and percentage-based estimates to cover other items. Unit costs will be derived from a combination of MnDOT average pricing and local Northfield pricing examples. Inflation escalation will be factored in to plan for future pricing when construction may occur.

In addition to upfront capital costs, we will work with the city to develop a 20-year operations and maintenance cost that can be referenced in turnback discussions.

TASK 5.5: CONCEPT EVALUATION

We will evaluate each alternative based on a set of agreed upon criteria to differentiate the options. Criteria will likely include items related to traffic operations, pedestrian and bicycle access and safety, impacts, and cost. The evaluation matrix will be prepared in a way that can be used both for PMT consumption, but also to share with stakeholders through the project's engagement.

Task 5 Assumptions

- » One draft submittal for comments per alternative
- » Bid information from recent relevant city projects
- » City to provide pavement and sidewalk/trail sections desired for cost estimating purposes
- » City will provide standard maintenance schedules for similar roadways

Task 5 Deliverables

- » Up to three (3) corridor alternatives
- » Conceptual cost estimates for each alternative
- » Evaluation matrix

6 UTILITIES

As part of the TH 246 Scoping Study, Bolton & Menk will collect data on the city's existing utility system, which is comprised of sanitary sewer, water, and storm sewer. A layout of the existing utility system through the identified project corridor will be developed from available as-builts, city planning documents, and GIS information provided by the city. After developing the existing utility system, we will analyze the City of Northfield's current comprehensive plan to incorporate identified utility upgrades or new utility systems into the proposed utility system for the project corridor.



Upon preliminary investigation, it appears the water system will increase in size along the Woodley Street segment and a new watermain will be installed at the southern end of the project corridor. Further investigation will be needed as it relates to the future sanitary sewer system based on immediately available information from the comprehensive plan.

Bolton & Menk will use this collected information to estimate costs for full utility replacement along the project corridor. We will develop one table of estimated costs for the utility replacement along the corridor that can be used for planning purposes, regardless of the conceptual design alternative being considered. We will determine a cost per foot for replacement of each pipe size for each utility and use our proposed utility system to determine the total estimated utility project costs for the full replacement throughout the project corridor. A memorandum explaining our assumptions and calculations will be created as a final deliverable, along with the associated estimated costs.

Task 6 Assumptions

- » Utility as-built information provided by city

Task 6 Deliverables

- » Draft Utility Technical Memorandum
- » Final Utility Technical Memorandum

7 WETLAND ANALYSIS

A desktop review will be conducted during this scoping study prior to any future fieldwork. Data collected as part of the analysis of wetland signatures will determine possible locations of wetlands to focus the field delineation and aid in future impact permitting. The data collected as part of the desktop review will be presented on GIS-based figures for use in understanding how each concept alternative may or may not impact these possible wetland areas.

Task 7 Assumptions

- » Desktop review only, no field review

Task 7 Deliverables

- » GIS mapping

Our comprehensive public engagement meets people where they are to keep stakeholders engaged and informed.



8 RIGHT-OF-WAY ANALYSIS

Our team will analyze the developed corridor concepts for potential right-of-way needs based on the proposed changes. While all work completed for this project will remain at a 2D level, Chris is adept at understanding how a 2D concept will fit into the existing terrain and can estimate possible acquisitions. Right-of-way needs will be based on a high-level assessment of the concepts compared as described and will also take into account any city right-of-way standards for widths or offsets. While right-of-way acquisition costs are by nature unpredictable, our team has a solid approach to estimating these costs based on more than 10 years of conceptual design. The factors applied are intended to holistically represent a reasonable estimate of the various costs involved with acquisitions, which will be critical to plan for depending on how impactful the alternatives are.

Task 8 Assumptions

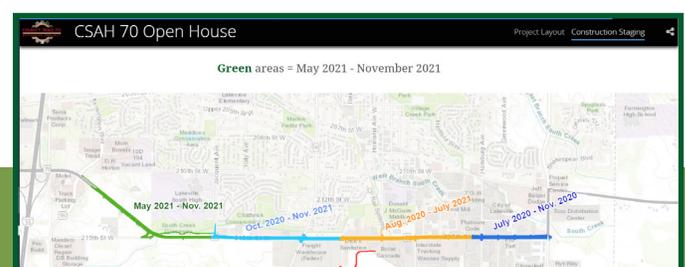
- » Existing right-of-way will be provided either in CAD or GIS format
- » Tax values of properties can be made available to our team
- » Right-of-way analysis to depict general needs that will need to be refined during design prior to acquisitions occurring

Task 8 Deliverables

- » Proposed permanent right-of-way/easement lines on concept drawings for each of the three alternatives
- » Associated right-of-way costs built into overall cost estimates

9 PUBLIC ENGAGEMENT

Effective and right-sized engagement will contribute to the overall success of the project. Bolton & Menk knows that creating a tailored approach to engagement will achieve the best results.



COMMUNICATION PLAN

According to ESRI, Northfield's population has its own unique characteristics:

- 11% People of color
- 28% Between the ages of 15 and 24
- 66% Used Facebook in the last 30 days
- 1% Don't speak English very well

These statistics and more will help shape the communication plan, which will serve as the backbone of engagement. This plan will outline strategies, responsibilities, stakeholders, and schedule for the project engagement work.

PROJECT WEBSITE

Bolton & Menk will create a new website and manage all website content throughout the project. This will streamline project content sharing to the community through a single source and consolidate the city website management. This will be the platform through which public open house meetings will occur. Bolton & Menk will maintain and update the website as needed throughout the project. Our team will also provide code for an email/text subscription for the project. This will allow people to sign up for updates to stay up to date throughout the project. **In 2021 alone, Bolton & Menk's engagement team sent out over 500 email blasts for various projects.**



Browse a website we created for Anoka County.

CLICK
HERE

VIRTUAL OPEN HOUSE

One open house will be key to share information and receive feedback from the public. Our team will organize the virtual event and invite stakeholders to learn more about the design and ways to provide feedback. The digital open house option will consist of dynamic website information, a comment card/survey section, and a prerecorded presentation placed on the website for the public to view for a number of weeks.

STAKEHOLDER MEETINGS

Our team will host up to three focus groups with the Northfield Transportation Advisory Committee (NTAC) around their meeting schedule. These focused conversations will help refine project concepts and keep these important stakeholders informed and influential in the process. In addition, our team will prepare two city council updates at key project milestones to keep the council informed of the process. These will include visual summaries of progress to date.

Our team can manage other communication materials such as maps, project handouts, graphics, resident mailings, press releases, and newsletters at an additional fee as desired.

Task 9 Assumptions

- » Social media advertising will be messaged by city staff; however, our team can assist with crafting the message
- » Up to 500 postcards are assumed for the one direct mailing

Task 9 Deliverables

- » Communication plan
- » Project website
- » Meeting content

10 FINAL REPORT

Our team will summarize the findings of the scoping study in a final report. The report will include various technical memorandums as attachments and will outline the study process and results for future reference.

Task 10 Deliverables

- » Draft final report
- » Final report



OPTIONAL VALUE-ADDED TASKS

The following tasks are those we feel can bring additional value to the project above and beyond what was specifically requested in the RFP. We will work with the city post selection to refine task scopes and provide fee estimates based on those conversations.

01—SAFETY ANALYSIS

Our team would use MnDOT crash data to check for safety trends in the previous three to five years. Crash rates and critical crash rate analysis would be completed for key intersections and segments along the corridor. Findings from this analysis could directly impact concept development to ensure planned improvements are not only addressing operational concerns, but also safety concerns.

02—CORRIDOR RENDERINGS

While 2D plan view layouts are great tools for industry insiders to share design intent, they are at times challenging for all stakeholders to fully understand. Our team would develop perspective renderings of concept alternatives to show what the particular concept(s) would look like from a user perspective versus an eye in the sky.



03—DRONE FLIGHT

Depending on the quality and age of existing data, our team could fly the corridor with a drone to deliver results ranging from a high-quality aerial to a video used in O4 and even topographic survey to assist in cost estimating and future design.

04—CORRIDOR VISUALIZATION

Renderings and perspective images are impactful deliverables to aid in the understanding of alternatives, but videos can often be the easiest to understand.

A range of visualization styles are available to select from; however, each provides the opportunity to visualize the improvements along the corridor and share information both visually and through narration. These videos can be used post study to continually share the vision with stakeholders.



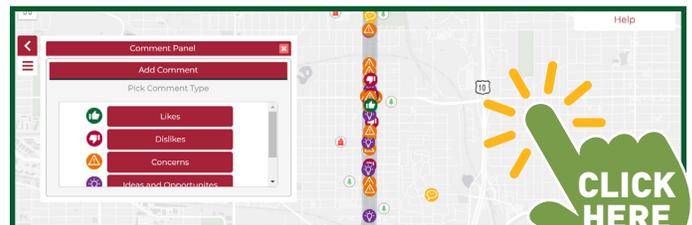
Check out the corridor visualization video we created for Sherburne County.

05—FUNDING PLAN

We have a highly skilled and specialized funding team that works to align competitive funding opportunities with projects and vice versa. As the preferred alternative is selected and priorities within that alternative are defined from an implementation perspective, we can work to create a plan that aligns the project(s) with a variety of funding sources. **Given the recent infrastructure funding changes at the federal level, there are many programs available now and in coming years that may be relevant.**

06—SECOND PUBLIC OPEN HOUSE

One open house is workable for this project, but including a second could be beneficial to allow the public to provide more specific input at various points of the project. This would likely mean that a first open house focuses more on existing issues while the second would focus more on alternatives to address those issues. This could be formatted in a similar way as the open house proposed, or could be more of a passive exercise where residents provide feedback via our mapping application, INPUTiD™.



Explore INPUTiD, our customizable platform, to see how Northfield stakeholders could easily provide feedback.



WORK PLAN

The City of Northfield can be assured the Bolton & Menk team will provide outstanding technical deliverables, exceptional leadership in public and stakeholder involvement, and superior project management in a timely and cost-effective manner. The detailed work plan below is outlined by tasks addressing all elements of the RFP.

Task 1. Project Management

Our team is skilled at working through complex processes toward solutions that are equitable, inclusive, implementable, and technically strong. We will hold a fall 2022 kickoff meeting with the project management team (PMT), hold monthly PMT meetings, provide monthly status reports, and provide regular updates on schedule and project deliverables. The PMT will regularly consist of the city's project manager, other city staff as required, and the Bolton & Menk project manager, Bryan Nemeth. Depending on the topics planned for discussion at various meetings, Bryan will bring additional key staff as needed. Additionally, we assume coordination with MnDOT will occur on an as needed basis either during regularly scheduled PMT meetings or special meetings with MnDOT staff.

We will perform project management activities such as preparing agendas, recording minutes, budget management, invoicing, and general management of the scope tasks to successfully complete the project from start to finish, on time and within budget. We will manage all coordination, timely document delivery, meeting preparation and convening, and quality assurance/quality control functions.

Task 1 Assumptions

- PMT and potential MnDOT meetings are held virtually

Task 1 Deliverables

- Project kickoff meeting and monthly PMT meetings (up to eight [8] total)
- Up to two (2) additional meetings with MnDOT and potentially school staff
- Meeting agendas and minutes
- Monthly invoices and progress reports
- Project schedule updates, as needed

Task 2. Traffic Data Collection

TASK 2.1: TRAFFIC DATA COLLECTION

Bolton & Menk will arrange for counting and data processing at the locations below. This will include up to eight (8) 13-hour counts, which will provide data on peak hour movements through a typical day, vehicular traffic, truck traffic, and numbers of bicyclists and pedestrians. Counts will be conducted in fall 2022, on mid-week days during the school year.

- TH 3/Woodley Street
- TH 246/Woodley Street
- TH 246/HS Access*
- TH 246/Jefferson**
- TH 246/Elementary Access*
- TH 246/Middle School Accesses (two, north and south)*
- TH 246/CSAH 1

* Locations previously counted in 2016. Our team will confirm with the city prior to collecting data if these should be recounted once detailed count information is provided (15-minute breakdown by movement).

** Location not mentioned in RFP but would be impactful to the corridor traffic model. Similar to above, our team will confirm with the city prior to collecting data if this location should be recounted as well.

TASK 2.2: INTERSECTION CAPACITY ANALYSIS

Using data collected or refurbished from prior studies, our team will analyze the intersection operations at the eight study intersections in the AM and PM peak periods. Analysis periods will include the existing year and 20-year design period and will be completed using Synchro/SimTraffic software. Roundabouts will be analyzed using Highway Capacity Manual methodologies. Measures of effectiveness reported may include: delay, level of service, corridor travel times, and queuing.

Task 2 Assumptions

- Based on the 2016 study, we assume the school PM peak is significantly more impactful than the commuter PM peak and will only analyze two peak hours during the day (AM/PM)

Task 2 Deliverables

- Up to eight (8) 13-hour traffic counts
- Draft Traffic Operations Technical Memorandum
- Final Traffic Operations Technical Memorandum

Task 3. Pedestrian and Bicycle Facilities

We will analyze the corridor to understand pedestrian and bicycle facility issues and needs. This will include a review of all relevant past planning and study documentation, including the city's Pedestrian, Bike, and Trail System Report; ADA transition documentation; Complete Streets Policy; Pedestrian, Bike, and Trail System Plan; Greenway Plan; and any other relevant documents. Our team will merge these findings and recommendations together to both consider needs and potential improvements for facilities along TH 246 and crossing locations. StreetLight Insight will be used to analyze origin-destination data and pedestrian and bicyclist use on the corridor and access to nearby parks and nearby residential areas of the city. StreetLight access to be provided by the city or through MnDOT. Uncontrolled pedestrian and bike crossings will be analyzed for appropriate treatment using Local Road Research Board (LRRB) and MnDOT guidance as well as national best practice guidance from sources such as the Federal Highway Administration (FHWA) Safe Transportation for Every Pedestrian (STEP) and the National Association of City Transportation Officials (NACTO). These findings will be built into the conceptual design in Task 5.

Task 3 Assumptions

- All relevant GIS data related to existing and planned bikeways and pedestrian walkways will be provided
- Any available data related to bicycle and pedestrian counts will be provided
- StreetLight access provided by the City or MnDOT

Task 3 Deliverables

- Needs and opportunities identified in the final report
- Opportunities built into Task 5 deliverables

Task 4. Traffic Forecasting and Future Land Use and Development

We will develop 20-year traffic projections to guide transportation decisions in the study area. These projections will be guided by a review of historic traffic trends, local comprehensive/transportation planning

documents, the Metropolitan Council travel demand model, and other information related to development expectations considering the growth anticipated on the southern end of the corridor. The forecasting methodology and results will be vetted through local technical staff via a Traffic Forecasting Technical Memorandum. Up to two additional scenarios for forecasting will be developed based on corridor changes compared to the base option and forecast.

Task 4 Assumptions

- Latest development and land use information provided by the city

Task 4 Deliverables

- Draft Traffic Forecasting Technical Memorandum
- Final Traffic Forecasting Technical Memorandum

Task 5. Geometric Design Development

When setting a corridor vision, both intersection treatments and segment typical sections in between intersections are key elements to discuss and evaluate during the visioning process. We generally consider this a three-step process:

1. Determine typical section alternatives—How many travel lanes are required, how are non-motorized uses accommodated, how do segment needs fit within or impact existing right-of-way, etc.?
2. Determine intersection alternatives—Based on the analysis completed in Tasks 2 and 4, what intersection locations require upgraded treatments in terms of traffic control type and lane geometry to best suit the current and future needs of the corridor?
3. Create corridor concepts—Combine both segment and intersection elements into various corridor concepts depicting how individual elements can work together to meet corridor goals. This includes combining pedestrian and bicycle needs for traveling along the corridor as well as appropriate crossing treatments.

TASK 5.1: TYPICAL SECTION ALTERNATIVES

Our team will use an interactive typical section tool to develop cross section views along the corridor. These sections can easily be constructed on the fly in a matter of minutes during design workshops and are at a quality level that is easily understood by the public. These typical sections will allow the project team to quickly move from

the brainstorming phase to public engagement to get meaningful input on ideas before full corridor concepts are prepared. While this corridor is currently a trunk highway with design elements meeting MnDOT trunk highway standards, a potential turnback would mean the vision should align with MnDOT State Aid standards. Our team will identify the appropriate design guidelines during the process to ensure concepts align with proper standards.

TASK 5.2: INTERSECTION ALTERNATIVES

Based on existing and future operational issues at study intersections, our team will develop a set of potential intersection treatments to analyze. Representative treatment images or drawings will be used to the extent possible to depict the general nature of the intersection designs prior to the drafting of site-specific geometry.

TASK 5.3: CORRIDOR CONCEPTS

With both vetted typical section and intersection alternatives in hand, we will create overall corridor concepts to depict the general intent of improvements. This will facilitate stakeholder and public understanding of where different design features start/stop, what intersection control needs are, and how access is intended to be managed. These conceptual drawings will be completed in CAD software to depict the general 2D geometry associated with the various ideas. General space for water quality and drainage features will be noted as appropriate to plan for the full footprint of needs ultimately required.

TASK 5.4: COST ESTIMATING

Our team will develop conceptual cost estimates for each alternative. Estimates will be based on quantity take-offs for major items and percentage-based estimates to cover other items. Unit costs will be derived from a combination of MnDOT average pricing and local Northfield pricing examples. Inflation escalation will be factored in to plan for future pricing when construction may occur.

In addition to upfront capital costs, we will work with the city to develop a 20-year operations and maintenance cost that can be referenced in turnback discussions.

TASK 5.5: CONCEPT EVALUATION

We will evaluate each alternative based on a set of agreed upon criteria to differentiate the options. Criteria will

likely include items related to traffic operations, pedestrian and bicycle access and safety, bicycle comfort and bicyclist user types, impacts, and cost. The evaluation matrix will be prepared in a way that can be used both for PMT consumption, but also to share with stakeholders through the project's engagement.

Task 5 Assumptions

- One draft submittal for comments per alternative
- Bid information from recent relevant city projects
- City to provide pavement and sidewalk/trail sections desired for cost estimating purposes
- City will provide standard maintenance schedules for similar roadways

Task 5 Deliverables

- Up to three (3) corridor alternatives
- Conceptual cost estimates for each alternative
- Evaluation matrix

Task 6. Utilities

As part of the TH 246 Scoping Study, Bolton & Menk will collect data on the city's existing utility system, which is comprised of sanitary sewer, water, and storm sewer. A layout of the existing utility system through the identified project corridor will be developed from available as-builts, city planning documents, and GIS information provided by the city. After developing the existing utility system, we will analyze the City of Northfield's current comprehensive plan to incorporate identified utility upgrades or new utility systems into the proposed utility system for the project corridor.

Upon preliminary investigation, it appears the water system will increase in size along the Woodley Street segment and a new watermain will be installed at the southern end of the project corridor. Further investigation will be needed as it relates to the future sanitary sewer system based on immediately available information from the comprehensive plan.

Bolton & Menk will use this collected information to estimate costs for full utility replacement along the project corridor. We will develop one table of estimated costs for the utility replacement along the corridor that can be used for planning purposes, regardless of the conceptual design alternative being considered. We will determine a cost per foot for replacement of each pipe size for each utility and use our proposed utility system to

determine the total estimated utility project costs for the full replacement throughout the project corridor. A memorandum explaining our assumptions and calculations will be created as a final deliverable, along with the associated estimated costs.

Task 6 Assumptions

- Utility as-built information provided by city

Task 6 Deliverables

- Draft Utility Technical Memorandum
- Final Utility Technical Memorandum

Task 7. Wetland Analysis

A desktop review will be conducted during this scoping study prior to any future fieldwork. Data collected as part of the analysis of wetland signatures will determine possible locations of wetlands to focus the field delineation and aid in future impact permitting. The data collected as part of the desktop review will be presented on GIS-based figures for use in understanding how each concept alternative may or may not impact these possible wetland areas.

Task 7 Assumptions

- Desktop review only, no field review

Task 7 Deliverables

- GIS mapping

Task 8. Right-of-Way Analysis

Our team will analyze the developed corridor concepts for potential right-of-way needs based on the proposed changes. While all work completed for this project will remain at a 2D level, Chris is adept at understanding how a 2D concept will fit into the existing terrain and can estimate possible acquisitions. Right-of-way needs will be based on a high-level assessment of the concepts compared as described and will also take into account any city right-of-way standards for widths or offsets. While right-of-way acquisition costs are by nature unpredictable, our team has a solid approach to estimating these costs based on more than 10 years of conceptual design. The factors applied are intended to holistically represent a reasonable estimate of the various costs involved with acquisitions, which will be critical to plan for depending on how impactful the alternatives are.

Task 8 Assumptions

- Existing right-of-way will be provided either in CAD or GIS format
- Tax values of properties can be made available to our team
- Right-of-way analysis to depict general needs that will need to be refined during design prior to acquisitions occurring

Task 8 Deliverables

- Proposed permanent right-of-way/easement lines on concept drawings for each of the three alternatives
- Associated right-of-way costs built into overall cost estimates

Task 9. Public Engagement

Effective and right-sized engagement will contribute to the overall success of the project. Bolton & Menk knows that creating a tailored approach to engagement will achieve the best results.

COMMUNICATION PLAN

According to ESRI, Northfield's population has its own unique characteristics:

- 11% People of color
- 28% Between the ages of 15 and 24
- 66% Used Facebook in the last 30 days
- 1% Don't Speak English very well

These statistics and more will help shape the communication plan, which will serve as the backbone of engagement. This plan will outline strategies, responsibilities, stakeholders, and schedule for the project engagement work.

PROJECT WEBSITE

Bolton & Menk will create a new website and manage all website content throughout the project which will be linked from the city website. This will streamline project content sharing to the community through a single source and consolidate the city website management. Bolton & Menk will maintain and update the website as needed throughout the project. Our team will also provide code for an email/text subscription for the project. This will allow people to sign up for updates to stay up to date throughout the project. In 2021 alone, Bolton & Menk's engagement team sent out over 500 email blasts for various projects.

OPEN HOUSES

Three (3) open houses will be key to share information and receive feedback from the public. Our team will organize each event and invite stakeholders to learn more about the design and ways to provide feedback.

STAKEHOLDER MEETINGS

Our team will host up to three focus groups with the Northfield Transportation Advisory Committee (NTAC) around their meeting schedule. These focused conversations will help refine project concepts and keep these important stakeholders informed and influential in the process. In addition, our team will prepare two city council updates at key project milestones to keep the council informed of the process. These will include visual summaries of progress to date.

Our team can manage other communication materials such as maps, project handouts, graphics, resident mailings beyond the postcards identified below, press releases, and newsletters at an additional fee as desired.

Task 9 Assumptions

- Social media advertising will be messaged by city staff; however, our team can assist with crafting the message
- Up to 1500 postcards are assumed for direct mailing (500 per Open House assumed)

Task 9 Deliverables

- Communication plan
- Project website
- Meeting content

Task 10. Safety Analysis and Final Report

Our team will use MnDOT crash data to check for safety trends in the previous three to five years. Crash rates and critical crash rate analysis would be completed for key intersections and segments along the corridor. Findings from this analysis could directly impact concept development to ensure planned improvements are not only addressing operational concerns, but also safety concerns. The options will be evaluated for their impact to pedestrian, bicyclist, and vehicle safety.

We will summarize the findings of the scoping study in a final report. The report will include the safety analysis,

various technical memorandums as attachments, and will outline the study process and results for future reference.

Task 10 Deliverables

- Safety Summary
- Draft final report
- Final report

PROJECT SCHEDULE

We have developed a schedule detailing the anticipated work tasks, task relationships, and approximate due dates below which aligns with the rough schedule presented in the RFP. This schedule is based on our review of the project background, description, scope of services, and our experience on other similar projects. Upon selection, Bolton & Menk will work with city staff and other project partners to revise and update this schedule as needed to ensure successful delivery of this project.

City of Northfield

TH 246 Scoping Study Update

	2022		2023					
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1.0 Project Management								
1.1 Kickoff Meeting	█							
1.2 PMT Meetings		█	█	█	█	█	█	█
1.3 MnDOT Meetings			█		█			
1.4 Daily Project Management	█	█	█	█	█	█	█	█
2.0 Traffic Data Collection								
2.1 Collect Turning Movement Counts	█	█						
2.2 Intersection Capacity Analysis		█	█					
2.3 Draft Traffic Operations Technical Memorandum			█					
2.4 Final Traffic Operations Technical Memorandum				█				
3.0 Pedestrian and Bicycle Facilities								
3.1 Research Prior Studies and Policies		█	█					
3.2 Identify Opportunities for TH 246			█	█	█	█	█	
4.0 Traffic Forecasting and Future Land Use and Development								
4.1 Develop 20-Year Forecasts		█	█					
4.2 Draft Forecasting Technical Memorandum			█					
4.3 Final Forecasting Technical Memorandum				█				
5.0 Geometric Design Development								
5.1 Define Typical Section Alternatives			█	█				
5.2 Define Intersection Alternatives			█	█				
5.3 Create Corridor Concepts				█	█	█		
5.4 Cost Estimating					█	█	█	
5.5 Concept Evaluation					█	█	█	
6.0 Utilities								
6.1 Development of Existing Utility Layout			█	█				
6.2 Utility Recommendations and Costs				█	█	█	█	
7.0 Wetland Analysis								
7.1 Desktop Analysis and Mapping	█	█	█	█	█	█		
8.0 Right-of-Way Analysis								
8.1 Identification of Right-of-Way Needs						█	█	
9.0 Public Engagement								
9.1 Communication Plan		█	█					
9.2 Project Website			█	█	█	█	█	█
9.3 Open Houses				█				█
9.4 Stakeholder Meetings				█			█	█
10.0 Safety Analysis and Final Report								
10.1 Safety Analysis			█			█		
10.2 Draft Report							█	█
10.3 Final Report								█

City of Northfield TH 246 Scoping Study Update		Bolton & Menk, Inc.													Total Hours	Total Cost
Task No.	Work Task Description	Project Manager	Pedestrian and Bicycle Facilities Lead	Utilities Lead	Traffic Engineering Lead	Wetland Delineation	Roadway Concept Design	Public Engagement	Design Engineer (Traffic/Concepts)	Graduate Planner	Communication Specialist	Data Collection	GIS Specialist	Admin/Coordination		
1.0	Project Management	64	4	4	6	0	8	4	0	0	0	0	0	4	94	\$16,576
2.0	Traffic Data Collection	2	0	0	24	0	0	0	68	0	0	12	2	0	108	\$14,078
3.0	Pedestrian and Bicycle Facilities	0	12	0	48	0	0	0	4	12	0	0	0	0	76	\$11,504
4.0	Traffic Forecasting and Future Land Use and Development	1	0	0	32	0	0	0	44	0	0	0	0	0	77	\$10,944
5.0	Geometric Design Development	4	4	0	8	0	42	0	112	0	0	0	0	0	170	\$24,148
6.0	Utilities	0	0	52	0	0	0	0	0	0	0	0	0	0	52	\$7,800
7.0	Wetland Analysis	0	0	0	0	8	0	0	0	0	0	0	0	0	8	\$944
8.0	Right-of-Way Analysis	0	0	0	0	0	2	0	4	0	0	0	2	0	8	\$1,102
9.0	Public Engagement	48	12	0	6	0	0	36	24	0	102	0	0	0	228	\$29,346
10.0	Safety Analysis and Final Report	16	0	0	18	0	0	0	44	0	0	0	0	0	78	\$11,584
Total Hours		135	32	56	142	8	52	40	300	12	102	12	4	4	899	
Average Hourly Rate		\$192	\$156	\$150	\$160	\$118	\$170	\$126	\$128	\$120	\$95	\$75	\$125	\$60		
Subtotal		\$25,920	\$4,992	\$8,400	\$22,720	\$944	\$8,840	\$5,040	\$38,400	\$1,440	\$9,690	\$900	\$500	\$240		
Postcard Mailing (1500)																\$660
CountCloud Traffic Data Processing Expense for 13-hr Counts (\$99/intersection)																\$792
Total Fee																\$128,818

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]

EXHIBIT 3

COMPENSATION

Subject to the limitations set forth in this Exhibit, CITY will compensate CONSULTANT in accordance with the schedule of fees below for the time spent in performance of services under this Contract, provided that under no circumstances shall CONSULTANT’s total charges to CITY, including expenses, exceed \$128,818.00 (“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	\$190.00 /Hour
Position, Project Manager	\$150.00 /Hour
Position, Design Engineer	\$121.00 /Hour
Position, Water Resource Engineer	\$180.00/Hour
Position, Floodplain Specialist	\$175.00 /Hour
Position, Water Resource Design Engineer	\$132.00/Hour
Position, Senior Structural Engineer	\$175.00/Hour
Position, Structural Technician	\$145.00 /Hour
Position, Multimodal Design Engineer	\$175.00/Hour
Position, Landscape Architect	\$146.00 /Hour
Position, Traffic Engineer	\$192.00/Hour
Position, Wetland Specialist	\$128.00/Hour
Position, Public Engagement Specialist	\$126.00/Hour
Position, Project Surveyor	\$179.00/Hour
Position, Survey Technician	\$116.00/Hour
Position, Survey Crew	\$170.00/Hour
Position, Admin/Coordination	\$100.00/Hour

