

## CONSULTANT SERVICE CONTRACT

This Contract is made this 2<sup>nd</sup> day of June, 2020, by and between the CITY OF NORTHFIELD, a Minnesota municipal corporation, 801 Washington Street, Northfield, MN 55057 (“CITY”), and Bolton and Menk., a corporation under the laws of the State of Minnesota, 1960 Premier Drive, Mankato, MN 56001 (“CONSULTANT”); (collectively the “PARTIES”).

WHEREAS, CITY requires certain professional services in conjunction with the Golf Course #2, and Parmeadow Ponds #1 & #3 Dredging Project (the “Project”); and

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

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

### SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph K of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate, prior to CITY’s authorization of the changed scope of services.
- C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT’s effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONSULTANT’s compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph K of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.

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

name on an endorsement attached to such policy(ies) for the services provided under this Contract and shall provide that CONSULTANT's coverage shall be primary and noncontributory in the event of a loss.

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

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

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

CONSULTANT to cover the deductible from its own resources. The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and CONSULTANT shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by CONSULTANT to fulfill this requirement.

5. Technology Errors and Omissions Insurance. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Technology Errors and Omissions Insurance. The required policy will provide coverage for all claims CONSULTANT may become legally obligated to pay, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, cloud computing, extortion and network security. CONSULTANT is required to carry the following minimum limits: \$2,000,000 – per occurrence; \$4,000,000– annual aggregate; or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater.
6. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.
7. Any insurance limits in excess of the minimum limits specified herein above shall be available to CITY.
8. CONSULTANT's insurance policies and certificate(s) shall not be cancelled without at least thirty (30) days' advance written notice to CITY, or Ten (10) days' prior written notice to CITY for nonpayment of premium.
9. CONSULTANT's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to CITY with respect to any claim arising out of CONSULTANT's performance under this Contract.
10. CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles. If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached.
11. CONSULTANT shall ensure that all subcontractors comply with the insurance provisions contained in this Contract and such insurance is maintained as specified.
12. CONSULTANT's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance and technology errors and omissions insurance, if applicable.

13. All policies listed above, except professional liability insurance (or other coverage not reasonably available on an occurrence basis), shall be written on a per “occurrence” basis (“claims made” and “modified occurrence” forms are not acceptable) and shall apply on a “per project” basis.
14. CONSULTANT shall obtain insurance policies from insurance companies having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by CITY.
15. Effect of Failure to Provide Insurance. If CONSULTANT fails to provide the specified insurance, then CONSULTANT will defend, indemnify and hold harmless CITY and CITY’s officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to CITY (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of CONSULTANT, its subcontractors, agents, employees or delegates. CONSULTANT agrees that this indemnity shall be construed and applied in favor of indemnification. CONSULTANT also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

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

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

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

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

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

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the CITY's Public Works Director/City Engineer, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT's request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT's performance of the services detailed in Exhibit 1, attached hereto.
- D. David E. Bennett, 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, June 15, 2021, 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 E. Bennett

Public Works Director/City Engineer

801 Washington Street

Northfield, MN 55057

Phone: (507) 645-3009

Email: david.bennett@ci.northfield.mn.us



**CONSULTANT:**

Brian Hilgardner

Principal Engineer

12224 Nicollet Avenue

Burnsville, MN 55337

(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 & Menk

By:   
(Signature)  
Title: Principal Engineer  
Print Name: Brian Hilgardner

Date: 05/22/2020

By: \_\_\_\_\_  
(Signature)  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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

### CITY OF NORTHFIELD:

By: \_\_\_\_\_  
Rhonda Pownell, Its Mayor

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

By: \_\_\_\_\_  
Deb Little, Its City Clerk

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

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

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

**Request for Proposals**  
City of Northfield, MN  
2020 Stormwater Pond Dredging Project  
March 19, 2020

**Introduction**

The City of Northfield is requesting professional consulting services related to the 2020 Stormwater Pond Dredging Project. The City of Northfield is seeking a proposal for Project Development, Project Design, and Project Construction Phase Services. This project is scheduled for construction in the fall/winter of 2020/2021.

The 2017 report “Stormwater Pond Assessment Study” recommended the dredging of eight Stormwater Ponds. The City of Northfield authorized completion of the improvements to three of the eight stormwater ponds for the 2020/2021 calendar year. These stormwater ponds include Golf Course Pond #2 (PND-0077), Parmeadow Park Pond #1 (PND-0042), and Parmeadow Pond #3 (PND-0044). These improvements require completing design plans and specifications, obtaining permits, bidding the project, and managing the construction of the project.

**Goals And Objectives**

The project shall complement City plans such as the Surface Water Management Plan and the 2017 Stormwater Pond Assessment.

The project improvements shall provide the City of Northfield with the Stormwater Ponds being restored to a condition with an expected service life of 25-30 years for these improvements. The City understands that this may vary due to different sediment loading.

**Task A: Data Gathering**

- Hold a project kick-off meeting to determine specific project details This meeting will include discussing various project logistics such as the schedule for construction of the project, the schedule for completing the plans and specifications, options for dewatering the pond, and the responsibilities of the Consultant and City staff.
- Perform on-site inspection of the stormwater ponds. Inspection should call out bank erosion, repairs of inlets/outlets needed, and inspection of the rock spillways. Any inspection findings that require maintenance shall be included in the construction plans.
- Pond bank erosion has already been identified on Parmeadow Pond #1 and construction plans have been drafted to fix this issue. Plans will be attached in the appendix and should be incorporated into the design.
- Perform additional survey of the identified pond's inlets and outlets.  
When the consultant conducts this survey, should they find that structure modifications are advisable to help the basins operate more efficiently, consultant shall make recommendations based on their findings. This surveying work should supplement the baseline surveying Bolton and Menk performed for the 2017 Assessment.



- Consultant shall conduct pond sediment testing and analysis consistent with the standards set in the Minnesota Pollution Control Agency's publication, "Managing Stormwater Sediment Best Management Practice Guidance" to verify disposal levels.
- Recent updates to the Spring Creek Watershed Model with Atlats-14 data has identified no freeboard between the high water level of Parmeadow Pond #1 and the low opening of 1300 Parmeadow Drive. Consultant to complete survey of the property and recommend options, if any, to mitigate property.

### **Task B: Prepare Construction Plans and Specifications**

- Prepare draft construction design plans and specifications for the improvements to Parmeadow Pond #1, Parmeadow Pond #3, and Golf Course Pond #2.  
The draft plans will include a plan view of current and proposed pond contours and key elevations, supporting cross sections, any required storm sewer modifications, locations of existing storm sewer, and all details required for construction.
- Prepare specifications for the improvements to Parmeadow Pond #1, Parmeadow Pond #3, and Golf Course Pond #2.
- Prepare engineers estimate for project construction. The engineers estimate shall be based off sediment accumulation levels identified in the 2017 Pond Assessment Report and sediment disposal levels identified by the sediment testing conducted in Task A. Any other needs identified by the site visits or specified in Task A shall be included in the estimate. Since the sediment accumulation levels were surveyed and calculated in the 2017 calendar year, the consultant shall use the percent accumulation per year number identified in the 2017 report to calculate additional sediment accumulations between 2017 and 2020 and add that to the total for removal.
- Submit 50% draft plans, specifications, and engineers estimate to City. Organize a meeting to review submittal.
- Submit 95% draft plans, specifications, and engineers estimate to City. Organize a meeting to review submittal.
- Submittal review meetings shall be a conference call or meeting at City offices with City staff. All submittals shall be provided electronically.
- Revise the plans, specifications, and engineers estimate. Consultant shall revise the contract documents per City review. The revised contract documents become the final set to go out for bid.

### **Task C: Permitting**

- MPCA Permitting: Determine and obtain necessary MPCA permits for construction. It is not expected that an MPCA permit for dredging will be required for this project. The Consultant shall verify project size and confirm that the scope of the dredging project falls under the MPCA's Construction Stormwater Permit's exemption list.
- WCA and U.S. Army Corps of Engineers (USACE) Permitting: Convene Technical Evaluation Panel (TEP) if deemed necessary. The TEP plays a central role in the WCA and USACE permitting process. Therefore, it is essential that the TEP be convened as soon as possible to review the permitting issues. At the first/initial TEP meeting, the consultant should provide an overview of the proposed pond improvement projects, and ask the TEP to determine if permitting is required for identified ponds. The TEP would discuss site-specific conditions and technical approaches and how they relate to wetland

regulatory requirements. The TEP includes members from local regulatory agencies and it will make a recommendation to the Local Governmental Unit decision maker about the project plans and specifications and if permitting is required.

- The Consultant shall confirm if any MN DNR Permits are required for this project. If applicable, the Consultant should plan to add any additional requirements from the DNR into the Plans and Specs during the design phase.
- The City will be responsible for the cost of any permit fee associated with the dredging project.

#### **Task D: Public Engagement**

- The Consultant will be responsible for leading a public engagement process. The public engagement process will include one neighborhood meeting accompanied by the City of Northfield Staff. The public engagement meeting shall be held around the time of the 50% Plan submittal.
- The Consultant shall also present at a regularly scheduled City Council meeting when approving plans and specifications and authorization for bids.

#### **Task E: Bidding**

- Prepare advertisement or invitation for bid.
- Prepare contract documents.
- Respond to pre-bid inquiries. The City will lead the bidding process; however, the Consultant will be available to assist in answering questions from bidders regarding the plans/specifications prior to the bid opening.
- Issue addendum. If the City determines that it is necessary to issue an addendum, the Consultant will prepare the addendum and the City will send the addendum to the list of plan holders.
- Bid opening and tabulation.
- Award contract.

#### **Task F: Construction Services**

- Survey. This work includes surveying the completed project to verify that the contractor performed the dredging and storm sewer modification work as called for in the contract documents. The survey work will also aid in determining pay quantities for the project. Rather than providing construction staking, the consultant shall provide the selected contractor with AutoCAD or Civil 3D versions of the design files, along with benchmark information. This will allow the contractor to perform their own surveying. Our scope and cost estimate assumes a single “verification” survey. If the survey shows that the contractor did not perform the work as called for in the plans, subsequent survey(s) may be needed.
- The consultant shall add 24 hours of staking as a base to the proposal.
- Construction administration. This task includes, but is not limited to: attending preconstruction meetings, attending on-site meetings throughout the project, preparing and issuing change orders, approving contractor payment, coordinating with local residents, and approving shop drawings or materials. This will primarily be performed by the City, but the Consultant shall be available to assist the City as needed.

- Construction observation. The consultant shall plan to handle the majority of construction observation with the city assisting as needed. Consultant shall plan for 20 hours a week for 16 weeks as a base. Consultant should also plan for project engineer to be available or on site 8 hours per week for 16 weeks as a base.
- Create punch list.
- Issue letter of final acceptance.
- Obtain as-built information for and create record drawings. The verification survey will become the basis for the record drawings. Consultant will create record drawings showing post-construction conditions, including pond contours and storm sewer modifications.

### **Project Schedule**

- City Council Request for Proposal Authorization – April 7, 2020
- Proposals Due – May 8, 2020
- Proposal Award – May 19, 2020
- 50% Design Plans & Cost Estimate Due – June 26, 2020
- 100% Design Plans & Cost Estimate Due – July 24, 2020
- Approve Plans and Specifications and Authorize for Bid – August 4, 2020
- Bid Opening – September 3, 2020
- Construction – Fall/Winter 2020/2021

### **Proposal Contents**

The following must be considered minimal contents of the proposal.

- A restatement of the goals and objectives and the project tasks to demonstrate the responder's view and understanding of the project(s).
- An outline of the responder's background and experience with particular emphasis on federal, county and local government work.
- Identify personnel that will work on the project and detail their training and work experience. Include professional biographies and resumes for all primary staff involved in the project. As the stated qualifications of the personnel to be assigned to the project will have bearing on the City's award of contract, no change in personnel assigned to the project will be permitted without approval of the city.
- A detailed work plan identifying the work tasks to be accomplished within each Phase, and the budget hours to be expended on each task and subtask. A cost breakdown to complete each phase of the project should be included in the proposal.
- A proposed schedule of the project.
- A listing of the names, addresses and telephone numbers of at least three (3) references for whom the respondent has completed wells of at least similar size and scope

### **Evaluation**

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

- An understanding of the project, context of Northfield and the area of this improvement and impact on the community
- The firm's background in completing similar projects.
- The qualifications of staff proposed to be involved with the project.
- The ability to perform the work in the proposed schedule.
- References.
- Results of Consultant's respective interviews.
- Proposed cost of engineering services.

### **Selection**

Selection of a consultant for this project will be based on the criteria noted above. Upon initial ranking of the respondents proposals, the Engineering Department staff will report to the City Council the results of that initial evaluation, and inform the City Council of the ranking of the firms. The Northfield City Council is expected at that point to confirm the ranking of the Consultants, and to authorize staff to negotiate a contract with the highest ranked firm. City will enter into negotiations with the selected consultant to finalize the work plan, including firmly establishing budget hours. Should the City and the selected consultant fail to satisfactorily reach agreement as to the work plan including budget, the City may enter into negotiations with the respondent judged second in the evaluation process.

### **Contract**

Included is Attachment 2, which is the City of Northfield's standard Professional Services Contract. Respondents are to thoroughly familiarize themselves with the provisions contained therein, including the insurance requirements, and will be required to execute this contract prior to presentation of same to the Northfield City Council.

### **Department Contacts**

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

Dave Bennett, P.E.  
Public Works Director /City Engineer  
801 Washington St.  
Northfield, MN 55057  
507-645-3006  
[david.bennett@ci.northfield.mn.us](mailto:david.bennett@ci.northfield.mn.us)

or

Sean Simonson  
Engineering Manager  
801 Washington Street  
Northfield, MN 55057  
507-645-3049  
[sean.simonson@ci.northfield.mn.us](mailto:sean.simonson@ci.northfield.mn.us)

### **Submission of Proposals**

All proposals must be sent to and received by:

Sean Simonson  
Engineering Manager  
801 Washington Street  
Northfield, MN 55057

**Proposals shall be submitted no later than 2 PM, CST, on 05/08/2020**

Late proposals will not be accepted. Submit one (1) hard copy and one (1) digital copy of each proposal. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. Each copy of the proposal must be signed by an authorized member of the firm(s). Terms of the project as stated must be valid for the length of the project

**EXHIBIT 2**

**CERTIFICATES OF REQUIRED INSURANCE COVERAGES**

*[Certificates of Insurance attached hereto]*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2019

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

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

<b>PRODUCER</b> Brown & Brown of Minnesota 530 W Pleasant St, Suite 100  Mankato MN 56001	<b>CONTACT NAME:</b> Mary Portner, CISR <b>PHONE (A/C, No, Ext):</b> (507) 344-4505 <b>FAX (A/C, No):</b> (866) 800-6599 <b>E-MAIL ADDRESS:</b> mportner@bbmankato.com
<b>INSURED</b> Bolton and Menk, Inc. 1960 Premier Dr  Mankato MN 56001	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Westfield Insurance Company <b>INSURER B:</b> Westfield National Insurance Company <b>INSURER C:</b> Continental Casualty Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 20/21**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CMM 3 406 737	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Kraus AnderAI/CG2010 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CMM 3 406 737	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			CMM 3 406 737	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP 8677645	01/01/2020	01/01/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEH114019718	12/31/2019	12/31/2020	Per Claim \$5,000,000 Aggregate \$10,000,000

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

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Northfield 801 Washington Street  Northfield MN 55057-2598	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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### **EXHIBIT 3**

#### **COMPENSATION**

Subject to the limitations set forth in this Exhibit, CITY will compensate CONSULTANT in accordance with the schedule of fees below for the time spent in performance of services under this Contract, provided that under no circumstances shall CONSULTANT's total charges to CITY, including expenses, exceed \$104,084 ("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.



# COST BREAKDOWN

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

For your convenience, we have separated Design (Tasks A through D) and Construction (Tasks E and F). We have included the recommended construction observation and survey as identified in the Request for Proposals. However, these construction times could be reduced. Should construction timelines differ from the city’s original assumptions, our fee will also be adjusted.

We are currently proposing to use Derek Benoy for construction inspection. Derek performed much of the bathymetric assessment in Northfield and is particularly familiar with the maintenance issues on the Parmeadow Ponds. If the city is comfortable with lower bill rate staff, we would be happy to use those staff for construction observation.

Client: City of Northfield Project: Golf Course and Parmeadow Ponds 1 & 3 Dredging Project								
Task No.	Work Task Description	Project Manager	Water Resources Project Engineer	Water Resources Design Engineer	Survey Manager	Office/Field Survey Technician	Natural Resources Specialist	Totals
A Data Gathering								
A.1	Coordinate/Facilitate Kickoff Meeting	2	2					4
A.2	Gather Wetland Information						5	5
A.3	Perform Wetland Delienation						20	20
A.4	Perform On-Site Field Inspections	10		10				20
A.5	Coordinate Pond Sediment Testing	1						1
A.6	Conduct Field Survey - Inlets/Outlets, Low Opening				2	13		15
Subtotal Hours - Task 1		13	2	10	2	13	25	65
B Prepare Construction Plans and Specifications								
B.1	Prepare Draft Construction Plans, Specifications, and Estimated Costs	3	6	16				25
B.2	Prepare Draft Dewatering Plan	2	2	8				12
B.3	Prepare 50% Construction Plans, Specifications, and Estimated Costs	3	8	24				35
B.4	Prepare 50% Dewatering Plan	2	2	8				12
B.5	Prepare 95% Construction Plans, Specifications, and Estimated Costs	5	8	24				37
B.6	Prepare 95% Dewatering Plan	2	2	8				12
B.7	Facilitate 50% Review Meeting	2	2					4
B.8	Facilitate 95% Review Meeting	2	2					4
B.9	Revise Final Contract Documents	1	6	8				15
Subtotal Hours - Task 2		22	38	96	0	0	0	156
C Permitting								
C.1	Determine and Obtain MPCA Permits for Construction		1	4				5
C.2	Obtain WCA USACE Permitting						20	20
C.3	Convene TEP						4	4
C.4	Determine and Obtain MnDNR Permitting			4			20	24
Subtotal Hours - Task 3		0	1	8	0	0	44	53
D Public Engagement								
D.1	Conduct One Neighborhood Meeting	10		2				12
D.2	Present Project at City Council Meeting	4		2				6
Subtotal Hours - Task 4		14	0	4	0	0	0	18
Design Total Hours		49	41	118	2	13	69	292
Average Hourly Rate		\$145	\$130	\$120	\$164	\$155	\$124	
Design Subtotal		\$7,105	\$5,330	\$14,160	\$328	\$2,015	\$8,556	\$37,494
E Bidding								
E.1	Prepare Advertisement for Bid	2	4					6
E.2	Prepare Contract Documents	2	4					6
E.3	Respond to Pre-Bid Inquiries	4						4
E.4	Issue Addendum	2	4					6
E.5	Conduct Bid Opening and Tabulation	6						6
E.6	Award Contract	2						2
Subtotal Hours - Task 5		18	12	0	0	0	0	30
F Construction Services								
F.1	Perform Construction Survey - Single Verification				2	24		26
F.2	Construction Administration Assistance		4					4
F.3	Construction Observation			320				320
F.4	Construction Observation - Project Engineer		128					128
F.5	Create Punch List			4				4
F.6	Issue Letter of Final Acceptance	2						2
F.7	Create As-Built Information and Record Drawings				3	10		13
Subtotal Hours - Task 6		2	132	324	5	34	0	497
Construction Total Hours		20	144	324	5	34	0	527
Average Hourly Rate		\$145	\$130	\$120	\$164	\$155	\$124	
Construction Subtotal		\$2,900	\$18,720	\$38,880	\$820	\$5,270	\$0	\$66,590
Total Fee								\$104,084