

# CONSULTANT SERVICE CONTRACT

This Contract is made this 20<sup>th</sup> day of October, 2020, by and between the CITY OF NORTHFIELD, a Minnesota municipal corporation, 801 Washington Street, Northfield, MN 55057, (“CITY”), and BOLTON & MENK, INC., a corporation under the laws of the State of Minnesota, 1960 Premier Drive, Mankato, MN 56001–5900 (“CONSULTANT”); (collectively the “PARTIES”).

WHEREAS, CITY requires certain professional services in conjunction with the 2021 Reclamation and Overlay Project (the “Project”); and

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

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

## SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph J 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 J 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, 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 material 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, after a reasonable time of written notice to cure, 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  
City of Northfield  
801 Washington Street  
Northfield, MN 55057  
Phone: 507-645-3006  
Email: David.Bennett@ci.northfield.mn.us

### **CONSULTANT:**

Brian Hilgardner  
Bolton and Menk



12224 Nicollet Avenue  
Burnsville, MN 55337  
952-890-0509  
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 ENGINEERS, INC.

By:  Date: 10/12/2020  
(Signature)  
Title: Principal Engineer  
Print Name: Brian Hilgardner

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

### CITY OF NORTHFIELD:

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

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

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

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



Real People. Real Solutions.

12224 Nicollet Avenue  
Burnsville, MN 55337-1649

Ph: (952) 890-0509  
Fax: (952) 890-8065  
Bolton-Menk.com

October 7, 2020

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

Re: Proposal for Professional Engineering Services  
2021 Reclamation & Overlay Project

Dear Mr. Simonson:

Thank you for the opportunity to submit this proposal to complete final design services for the 2021 Reclamation & Overlay Project. Based on discussions with City staff, the final design of this project will take a collaborative approach between the City of Northfield and Bolton & Menk. We have assembled the work plan below that will help develop the project scope, pavement design, typical roadway section, utility improvements, sidewalk improvements, and trail improvements, as well as who will be completing each part of the design. Our work plan also includes the development of an Opinion of Probable Cost and Special Provision specifications that are beyond the City's standard specifications.

## UNDERSTANDING OF GOALS AND OBJECTIVES

We understand the streets will receive a reclamation or mill and overlay. Some streets will include new sidewalks and all intersections will receive a full intersection design to ensure ADA compliance. New trail connections will also be made to the East Cannon River Trail (ECRT). This project will extend the pavement life and add new pedestrian and bicycle facilities along the Mayflower Hill area and the Trunk Highway 3 (TH 3) Frontage Roads area. The project's reclamation and mill and overlay improvements will provide these City streets with an additional 15 years of service life. The enclosed project location maps detail the streets, sidewalks, and trails proposed for improvements and outlines the various construction methods to be used.

This project will follow the Minnesota Chapter 429 project process, which includes special assessments. Bolton & Menk will follow the required project steps and assist the city with necessary resolutions. The City of Northfield will calculate the preliminary and final assessment roll.



## PROJECT TEAM & EXPERIENCE

We have assembled a highly motivated and experienced group of professionals for the 2021 Reclamation & Overlay Project. Our team values and understands the importance of achieving your vision with full stakeholder support. Our team will be led by Brian Hilgardner and supported by key individuals. This team is 100 percent available and committed to performing and overseeing the work they have been identified to lead. Project team member bios are included in the following pages of this section. Full résumés of all staff can be provided upon request.

### **Brian Hilgardner, P.E.**

#### Principal-in-Charge

Brian will direct personnel and resources to accomplish the project work plan within your schedule. He will monitor progress, schedule, and budget to ensure critical issues are addressed in a timely manner. Brian will maintain consistent communication with city staff and project partners. He has served as project manager on several projects with the City of Northfield. Brian fully understands the staff's preferred project process; his coordination and leadership on the 2021 Reclamation and Overlay Project will ensure its successful delivery.

An engineer since 1998, Brian has gained a range of experience in project administration. His background includes development and design of municipal reconstruction projects, including street construction, sanitary sewer systems, lift stations, water distribution systems, stormwater collection systems, and pedestrian facility construction. His administrative duties include preliminary engineering reports, cost estimates, preliminary and final design, presentations, attendance at city council meetings, bidding assistance, and construction administration. In addition, Brian assists in training young EITs on proper construction observation skills. He is an expert in trenchless technology techniques.

#### **Similar Experience:**

- Riverfront Renaissance Project, City of Hastings (*2018 APWA Project of the Year*)
- Multiple projects in the City of Northfield
- 2017 Street Reconstruction, City of Prior Lake
- 2017 & 2019 Street Improvements, City of West St. Paul

### **Brad Fisher, P.E.**

#### Project Manager

Brad will oversee the project team and manage overall project delivery. He will establish and maintain communication with city staff so that the City of Northfield's needs are met during design and construction. Brad will also be responsible for leading project design, focusing on quality control and quality assurance, as well as guiding the plan and specification preparation. Brad will also be available to assist with providing design guidance to City staff.

Brad began his career as a design engineer 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 client's needs and delivering their vision. As a project manager, Brad is responsible for managing projects from conception through construction. He completes project planning, design, preparation of construction plans and specifications, bidding assistance, and construction administration. 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 provided construction inspection and documentation services on various projects.

**Similar Experience:**

- 2019 Street Reclamation and 2020 Mill & Overlay, City of Northfield
- 2018 & 2019 Street Improvement Projects, City of West St. Paul
- 2017 Street & Utility Improvements, City of Prior Lake
- Riverfront Renaissance Project, City of Hastings (*2018 APWA Project of the Year*)

**Brian Schmit, EIT**

Design Engineer

Brian will be responsible for plan production and design, focusing on sidewalk/trail design and intersection/ADA design details.

Brian began his career as a design engineer in 2019, gaining experience with a variety of public works projects. He has provided construction services on new development and street and utility reconstruction projects. Brian has performed construction observation, recorded quantities, taken as-built measurements, and created record drawings. He also has experience in the use of AutoCAD for design and plan production. Brian has a high attention to detail and enjoys working with coworkers, city staff, contractors, and residents to deliver successful designs and construction projects.

**Similar Experience:**

- 2020 Mill & Overlay Project, City of Northfield
- 2019 Street Improvements, Empire Township
- 2019 Pavement Rehabilitation, City of Elko New Market
- CSAH 46 Trail Improvements, City of Lakeville

**Eric Wilfahrt, L.S.**

Project Surveyor

Eric will serve as the project surveyor and perform topographic survey, base mapping, and construction staking.

Eric likes to complete projects that have complex and challenging right-of-way and boundary determinations. He is a project surveyor who manages survey operations for the firm's south metro locations. He began his surveying career in 2004. He is responsible for researching, preparing, calculating, interpreting, and writing legal descriptions related to ALTA, topographic, plats, boundary, and engineering surveys. He has additional quality control and oversight duties. Eric is proficient in AutoCAD, AutoCAD Map, COGO, CG-Survey for AutoCAD, Eagle Point Software, Civil 3D, Trimble Business Center, Leica Cyclone 9, and Leica Topo II Software.

**Similar Experience:**

- 2019 Street Reclamation and 2020 Mill & Overlay, City of Northfield
- Woodley Street Improvements, City of Northfield
- Downtown Improvements, City of Red Wing

Name: Sean Simonson  
Date: September 16, 2020  
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## **Sam Kessel, PLA**

### Landscape Architect

Sam will lead landscape architecture efforts in coordination with the concepts provided by the city.

Sam is a landscape architect for Bolton & Menk, beginning his career in 2005. He has developed broad knowledge and extensive design experience in downtown redevelopments, urban parks, and recreation complex master plans. Sam has worked on a number of successful projects that incorporate multimodal strategies from conceptual design and public involvement to construction administration. His passion for landscape architecture is exemplified through his use of innovative techniques and creative solutions that have resulted in many successful public and private projects throughout Iowa, Minnesota, and Colorado. His proficient design approach actively engages city staff and the public, effectively fostering public support that produces a product that will stand the test of time.

### **Similar Experience:**

- Riverfront Renaissance Project, City of Hastings (*2018 APWA Project of the Year*)
- The Artery, City of Hopkins (*2019 APWA-MN Project of the Year*)
- 2019 Street Reclamation, City of Northfield

## PROJECT SCOPE OF SERVICES

### Topographic Survey & Existing Conditions \$35,650

Work under this task includes gathering pertinent field information on city infrastructure, adjacent buildings, right-of-way, contours, and private small utilities. Underground utility information will be located and described per available as-builts, field markings, and private utility map information facilitated through Gopher State One Call. Manhole reports will not be completed for located manholes and catch basins. Right-of-way and property lines will be illustrated based on found field monumentation, MnDOT monuments, plat information received from the City, and Rice County GIS parcel linework. No title research will be performed. Areas that will be topographically surveyed include:

- New sidewalk on Bollenbacher Drive (from curb to right-of-way)
- Babcock Park ECRT Connection/Rest Area
- Rodeo Grounds ECRT Connection/Rest Area
- Rodeo Grounds Trail Rehabilitation
- All intersections and pedestrian ramps in the project area

Bolton & Menk will coordinate setting control and a coordinate system for the project in coordination with the City to ensure correlation between the City's and Bolton & Menk's designs. We will generate a drafted Survey Base drawing which will include topographic and right-of-way (ROW) survey information.

During preliminary investigation, it appears the Rodeo Grounds ECRT Connection may pass through private property. The cost to prepare an easement exhibit and description was not included in the Fee Summary. If necessary, these services can be added for a fee of \$1,050 which would include an O&E Report on the property and an easement exhibit and description. The potential easement could also be staked for viewing for an additional \$575, if needed.

### Geotechnical Investigation & Recommendation N/A

Based on our discussions with City staff, the City has indicated they have already requested quotes from geotechnical consulting firms and will be responsible for coordinating the geotechnical investigations necessary for the project. Borings and pavement recommendations are suggested for the reclamation/overlay areas and the ECRT connections.

### Public Meetings, Outreach & Engagement N/A

Work under this task includes meetings and coordination with project stakeholders (City, State, Property & Business Owners). Tasks include attendance at stakeholder meetings, attendance at private utility coordination meetings, attendance at public open houses, attendance at improvement hearings, attendance at City Council meetings, and preparation of display boards and layouts for meetings. The City has indicated they will be responsible for all tasks related to Public Meetings, Outreach & Engagements. Bolton & Menk is willing to assist with these services if the City requests at a later date and a fee can be negotiated at that time.

### Final Construction Plans & Specifications \$70,650

Work under this task includes production of detailed construction documents, plans, and specifications in coordination with City of Northfield engineering staff. A 3D design drawn in AutoCAD Civil 3D 2019 will be created to accurately depict the project improvements for construction. Bolton & Menk will complete the following subtasks:

- Existing conditions & removals plan for new sidewalks and trails

- New sidewalk and trail alignments/profiles and plans
- Intersection layouts including ADA design of all new and existing pedestrian ramp facilities
- Cross-sections at 25-foot intervals, driveways, and critical design locations along new sidewalks and trails
- Signing and striping plans
- Traffic control plans
- Plans for two concrete slab rest areas at trail connections with wooden benches
- Special provisions to supplement City's standard construction documents

The City has indicated they will complete the following subtasks:

- Existing conditions & removals plan for the roadways
- Preparation of the Stormwater Pollution Prevention Plan (SWPPP)
- Preparation of erosion control/restoration plans
- Roadway alignments and reclamation/mill & overlay plans
- Plan detail plates and standard plans
- Depiction of spot curb & gutter repairs and spot sidewalk repairs
- Communication with small utilities to discuss replacement and/or relocation, including electric, gas, telephone, cable TV, etc.
- Preparation of City's standard construction specifications, project manual, and contract documents
- Obtaining necessary permits for construction

Final design will include a tabulation of estimated quantities and a final engineer's estimate that will be completed in coordination with the City prior to bidding. Bolton & Menk will estimate all quantities for the new sidewalk, trails, and other items related with the consultant's scope. The City will estimate all quantities under the City's scope of work and will merge the quantities together. Bolton & Menk will prepare an opinion of probable construction costs for the entire project.

## Project Management/Meetings

**\$5,000**

Work under this task includes design meetings with the City necessary to determine selected alignments and layouts. Due to the coordinated design effort between the City and Bolton & Menk, a Quality Assurance/Quality Control (QA/QC) review of the City of Northfield's design plans and specifications will be conducted. Bolton & Menk will also ensure all plans conform with one another.

Also included under this task is AutoCAD compatibility coordination. The City currently uses a 2018 version of AutoCAD Civil3D and Bolton & Menk uses the 2019 version. This can cause compatibility issues if not well monitored. Any three-dimensional design work completed in the 2018 version should not be opened in the 2019 version; it may only be externally referenced. Most work completed by the City will be two-dimensional. Communication will be necessary if files are altered in a version that the file was not created so as a team, we can ensure files continue to function properly.

## Bidding Administration

**\$2,500**

Work under this task includes preparation and submission of an advertisement for bids, answering bidder's questions, issuing addenda as required, bid opening and tabulation, and preparation of a letter of award recommendation.

The City has indicated they will submit the advertisement for bids and conduct the bid opening and tabulation. Bolton & Menk will be responsible for all other items under this task.

### Construction Services

**\$23,800**

Work under this task includes construction field staking and landscape submittals review. We did not include any time for Construction Administration or Construction Observation with this proposal. If the City would like to add these services at a later date, Bolton & Menk is willing to assist and a fee can be negotiated utilizing the rates provided in the Fee Summary. Subtasks include:

- Shop drawings and material conformance reviews for benches/specialty items only
- Field Staking for the following:
  - Construction/grading limits
  - Alignment and grades for new trails
  - Alignment and grades for new curb & gutter/pedestrian ramps
    - Stakes to be provided for pedestrian ramps: radius point and zero height stakes
  - Alignment and grades for new sidewalks
  - Alignment for new retaining walls
  - Alignment for landscaping related items, if necessary

### Proposed Fee

**\$137,600**

In accordance with the City of Northfield's project requirements, Bolton & Menk proposes to complete the scope of work as described above for a not-to-exceed hourly fee of **\$137,600**.

## PROJECT SCHEDULE

We are committed to following a Project Schedule that meets and exceeds the City's expectations. Through conversations with City staff, the Project Schedule will be approximately as follows:

<i>Neighborhood Meeting #1</i>	<i>August 26, 2020</i>
<i>Accept Feasibility Report and call for Improvement Hearing*</i>	<i>September 1, 2020</i>
<i>Improvement Hearing</i>	<i>October 6, 2020</i>
<i>Order Improvement and Preparation of Plans and Specifications*</i>	<i>October 6, 2020</i>
Topographic Survey	October - November, 2020
Neighborhood Meeting #2	January 6, 2021
Approve Plans & Specifications and Order Advertisement for Bids*	February 2, 2021
Bid Opening	March 4, 2021
Accept Bids and Award Contract*	March 16, 2021
Declare Amount to be Assessed/Call for Assessment Hearing*	April 6, 2021
Assessment Hearing/Adopt Assessment*	May 4, 2021
Construction	May to November, 2021

\* Denotes Council Action

Thank you, again, for inviting Bolton & Menk to offer you this proposal, as well as your continued consideration of our services to the City of Northfield. We look forward to working with you and the City on this project. If you have any questions regarding our proposal, please do not hesitate to call us.

Sincerely,

**Bolton & Menk, Inc.**



**Brad Fisher, P.E.**  
Project Manager



**Brian Hilgardner, P.E.**  
Principal

Accepted: \_\_\_\_\_  
City of Northfield

## Fee Summary

Client: City of Northfield Project: 2021 Reclamation & Overlay Project - REVISED 10/7/2020		Bolton & Menk, Inc.											
Task No.	Work Task Description	Principal-in-Charge/Project Manager	Project Manager	EIT	Landscape Architect	Natural Resources Specialist	Water Resources Engineer	Registered Land Surveyor	Survey Technician	Survey Crew	Clerical	Total Hours	Total Cost
1.0	Topographic Survey	0	0	0	0	0	0	32	54	152	16	254	\$35,648
2.0	Design	32	149	412	0	0	0	0	0	0	4	597	\$70,635
3.0	Project Management/Meetings	8	20	6	2	0	0	0	0	0	0	36	\$5,028
4.0	Bidding Administration	2	16	0	0	0	0	0	0	0	0	18	\$2,514
5.0	Construction Services	0	0	0	8	0	0	12	34	112	0	166	\$23,784
<b>Total Hours</b>		42	185	418	10	0	0	44	88	264	20	1071	
<b>Average Hourly Rate</b>		\$177.00	\$135.00	\$108.00	\$132.00	\$100.00	\$149.00	\$164.00	\$100.00	\$155.00	\$90.00		
<b>Subtotal</b>		\$7,434	\$24,975	\$45,144	\$1,320	\$0	\$0	\$7,216	\$8,800	\$40,920	\$1,800		
<b>SUBTOTALS</b>													
<b>Design Services (Tasks 1-5)</b>												\$113,825	
<b>Construction Services (Task 6)</b>												\$23,784	
<b>Total Fee</b>												<b>\$137,609</b>	



## Detailed Fee Estimate

Client: City of Northfield Project: 2021 Reclamation & Overlay Project - REVISED 10/7/2020		Bolton & Menk, Inc.										
Task No.	Work Task Description	Principal-in-Charge/Project Manager	Project Manager	EIT	Landscape Architect	Natural Resources Specialist	Water Resources Engineer	Registered Land Surveyor	Survey Technician	Survey Crew	Clerical	Totals
<b>1.0 Topographic Survey</b>												
1.1	Topographic Survey							32	54	152	16	
<b>Subtotal Hours - Task 1</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>54</b>	<b>152</b>	<b>16</b>	<b>254</b>
<b>2.0 Design</b>												
2.1	Preliminary and Final Plans and Specifications	24	135	400							4	
2.2	Review and Approval	6	6									
2.3	Opinion of Probable Construction Costs	2	8	12								
<b>Subtotal Hours - Task 2</b>		<b>32</b>	<b>149</b>	<b>412</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>597</b>
<b>3.0 Project Management/Meetings</b>												
4.1	Design Meetings	4	8	6								
4.2	QA/QC Plan & Specification Review	4	8		2							
4.3	Civil3D Coordination		4									
<b>Subtotal Hours - Task 3</b>		<b>8</b>	<b>20</b>	<b>6</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>36</b>
<b>4.0 Bidding Administration</b>												
4.1	Answer Bidder's Questions	2	6									
4.2	Issue Addenda		8									
4.3	Prepare Letter of Award Recommendation		2									
<b>Subtotal Hours - Task 4</b>		<b>2</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>
<b>5.0 Construction Services</b>												
5.1	Landscaping Submittal Review				8							
5.2	Field Staking							12	34	112		
<b>Subtotal Hours - Task 5</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>34</b>	<b>112</b>	<b>0</b>	<b>166</b>











**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>	
		<b>NAIC #</b> 24112 24120	

## 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 checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS 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 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 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) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCP 8677645	01/01/2020	01/01/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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 \$137,600.00 ("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>
<u>Principal in Charge</u>	<u>\$ 177.00/Hour</u>
<u>Project Manager</u>	<u>\$135.00 /Hour</u>
<u>Engineer in Training</u>	<u>\$108.00/Hour</u>
<u>Landscape Architect</u>	<u>\$132.00 /Hour</u>
<u>Registered Land Surveyor</u>	<u>\$156.00 /Hour</u>
<u>Survey Technician</u>	<u>\$100.00 /Hour</u>
<u>Survey Crew</u>	<u>\$ 155.00/Hour</u>
<u>Clerical</u>	<u>\$90.00/Hour</u>