

## CONSULTANT SERVICE CONTRACT

This Contract is made this 1<sup>st</sup> day of June, 2021, by and between the CITY OF NORTHFIELD, a Minnesota municipal corporation, 801 Washington Street, Northfield, MN 55057, ("CITY"), and SHORT ELLIOT HENDRICKSON INC., a corporation under the laws of the State of Minnesota, 10400 Yellow Circle Drive, Suite 500, Minnetonka, MN 55343-9229 ("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

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.

- A. 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.
- B. 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.
- C. 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.
- D.

## 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. Term.** This Contract shall be in effect until such time as the Project is completed, June 15, 2023, or as otherwise provided in this Contract, whichever comes first.
- B. **Termination.** This Contract may be terminated by either PARTY for any reason or for convenience by either PARTY upon Seven (7) days written notice. In the event of

termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.

- C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the CITY's Public Works Director/City Engineer prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the CITY's Public Works Director/City Engineer as determined by CITY.

## SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, and hold harmless CITY, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions, including breach of a specific contractual duty, of CONSULTANT or CONSULTANT's independent contractors, subcontractors, agents, employees, vendors or delegates with respect to this Contract or the Project. CONSULTANT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to CITY, except that for professional liability claims, CONSULTANT shall have no upfront duty to defend CITY, but shall reimburse defense costs to CITY to the same extent of CONSULTANT'S indemnity obligation herein. CITY, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. CONSULTANT agrees, that in order to protect itself and CITY under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be

construed to waive any immunities or limitations to which CITY is entitled under Minn. Stat. Chapter 466 or otherwise.

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

## **SECTION VI – GENERAL TERMS**

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

**CITY:**

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

**CONSULTANT:**

Wayne Houle  
SEH Inc.  
10400 Yellow Circle Drive, Suite 500  
Minnetonka, MN 55343-9229  
whoule@sehinc.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.

**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.

- T. **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.
- U. **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.
- V. **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.
- W. **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.

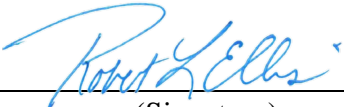
- X. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on CITY's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in 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.
- Y. **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.
- Z. **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.
- AA. **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.
- BB. **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.
- CC. **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.
- DD. **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: ~~SEH, INC~~** Short Elliott Hendrickson, Inc.

By:   
(Signature)

Date: 5/26/2021

Title: Principal

Print Name: Robert L. Ellis

By: \_\_\_\_\_  
(Signature)

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

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

**CITY OF NORTHFIELD:**

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

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

By: \_\_\_\_\_  
Lynette Peterson, Its City Clerk

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

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

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

PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES

# 2022 NW Area Mill and Overlay Project

NORTHFIELD, MINNESOTA | MAY 21, 2021



Building a Better World  
for All of Us®

Engineers | Architects | Planners | Scientists



Building a Better World  
for All of Us®

May 21, 2021

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

**RE: Proposal for 2022 NW Area Mill and Overlay Project – Northfield, Minnesota**

Dear Sean:

As the City of Northfield plans its 2022 NW Area Mill and Overlay Project, it has demonstrated a commitment to enhancing local streets for pedestrians, bicyclists and drivers. With this series of proposed improvements, the City will need a qualified professional engineering partner to lead these efforts from start to finish. In this capacity, Short Elliott Hendrickson Inc. (SEH®) has assembled an experienced team able to tackle this project's challenges by delivering efficient, cost-effective service for the City and its stakeholders.

We have introduced our team and our approach in this proposal, and we look forward to the opportunity to discuss this project with you further. Please don't hesitate to contact me at 952.912.2629 or [wbauer@sehinc.com](mailto:wbauer@sehinc.com) if you have any questions or would like additional information.

Respectfully submitted,



*William Bauer*  
**WILLIAM BAUER, PE (MN)**  
**PROJECT MANAGER**



*Wayne Houle*  
**WAYNE HOULE, PE (MN)**  
**CLIENT SERVICE MANAGER**

We are excited about the opportunity to  
work on this project and continue to grow  
our working relationship.

Engineers | Architects | Planners | Scientists

**Short Elliott Hendrickson Inc.**, 10400 Yellow Circle Drive, Suite 500, Minnetonka, MN 55343-9229

952.912.2600 | 800.734.6757 | 888.908.8166 fax | [sehinc.com](http://sehinc.com)

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## CONTENTS

EXECUTIVE SUMMARY .....	1
PROJECT UNDERSTANDING, GOALS AND APPROACH .....	2
BACKGROUND AND EXPERIENCE .....	5
PROPOSED STAFF .....	7
PROJECT SCHEDULE .....	13
PROPOSED COST .....	14

The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

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The information contained in this Proposal was prepared specifically for you and contains proprietary information. We would appreciate your discretion in its reproduction and distribution. This information has been tailored to your specific project based on our understanding of your needs. Its aim is to demonstrate our ideas and approach to your project compared to our competition. We respectfully request that distribution be limited to individuals involved in your selection process.

SEH is a registered trademark of Short Elliott Hendrickson Inc.

NFIEL 160682

# Executive Summary

Having outlined the streets and improvements to be prioritized in the 2022 NW Area Mill and Overlay Project, the City of Northfield is now ready to select a consultant partner. We are committed to serving in this capacity by responding directly to the City and its stakeholders throughout the process.

As a project partner, the Short Elliott Hendrickson Inc. (SEH®) team will provide the following advantages:

## PAST COLLABORATION WITH THE CITY

Over the last several years, we have had the opportunity to work with the City on various projects, particularly on neighborhood street construction and reconstruction efforts. Through these previous collaborations, we have developed a strong working relationship with your staff. On this project, we will continue to work as an extension of your team and build on the efficiencies we have established through our partnership.

## DELIVERING EFFICIENT RESULTS

SEH is confident in our ability to meet your budget and schedule based on our understanding of the project sections and our extensive street design and construction experience. Our staff capacity and the availability of our team will enable us to meet this project's technical and documentation demands, and we are available to initiate the work tasks immediately upon execution of the contract.

## WELL-ROUNDED AND EXPERIENCED TEAM

This is more than a mill and overlay project. It is also an opportunity to improve pedestrian and bicyclist connectivity and safety within the project area. Our multidisciplinary team has the resources to deliver a wide range of benefits, as we have included specialists in areas such as multimodal design, railroad coordination and traffic engineering, as well as a Resident Project Representative (RPR) to make sure each aspect of the project is completed efficiently and serves all users in the future.

Our team is ready to meet the goals and challenges for this effort. By focusing on accessibility, efficiency, cost-effectiveness and constructability, we will be able to successfully serve the City of Northfield on this project.



*Sidewalk condition at St. Olaf Avenue railroad crossing facing west.*



# Project Understanding, Goals and Approach

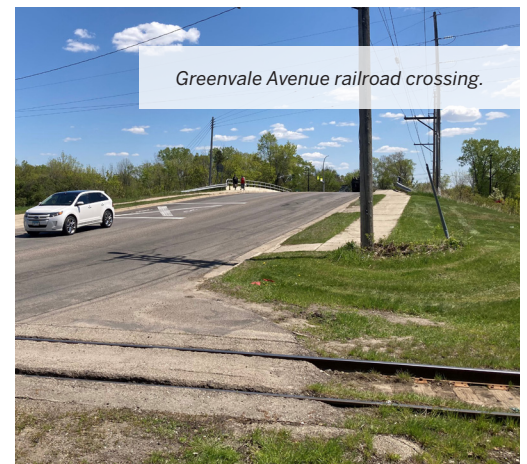
## GOALS

- ✓ **Extend the service life of all streets** within the project area by 15 years through a mill and overlay with spot repair of curb and gutter.
- ✓ **Improve pedestrian and bicycle connectivity** and safety through the addition of sidewalks, trails and on-street bikeways. These additional facilities will help meet the City's climate action plan goal of adding 10 additional miles of bicycle and pedestrian infrastructure by the end of 2022.
- ✓ **Upgrade in-place pedestrian facilities** to meet Americans with Disabilities Act (ADA) standards.
- ✓ **Complete storm sewer and drainage improvements** as recommended in the City's 2020 Neighborhood Flood Study.
- ✓ **Improve railroad crossing safety** at St. Olaf Avenue with implementation of safety measures in preparation for the future Quiet Zone.
- ✓ **Develop recommendations** to improve both pedestrian safety (at Greenvale Avenue) and motorist safety (at St. Olaf Avenue) on Trunk Highway (TH) 3.

## EARLY ISSUES IDENTIFICATION

Our approach to the project starts with early issue identification. Our previous experience demonstrates that early identification is key to timely resolution of challenges and issues that can impact the successful completion of a project. We believe these challenges can be resolved through the course of the design process, coordination with private utility companies, neighborhood open houses and construction management. We will make early contact with the Canadian Pacific Railroad during preliminary design to develop a crossing plan of St. Olaf Avenue for the future Quiet Zone and for pedestrian crossing improvements at Greenvale Avenue. Securing early buy-in from the railroad will be critical in keeping the project on schedule.

In addition, we will work closely with representatives from the various private utility companies within the project area. Our experience has shown that a proactive approach to utility coordination is key to project success. Identifying potential issues early and communicating with private utility companies accordingly mitigates impacts to the overall schedule. During the development of the 7th Street and Division Street Reconstruction, Spring Creek Road Improvements and TH 246 and Jefferson Parkway Roundabout projects, **William Bauer** worked with many of the same private utility companies expected to be present within the project area. He will leverage those relationships to ensure private utility relocations do not cause construction delays.



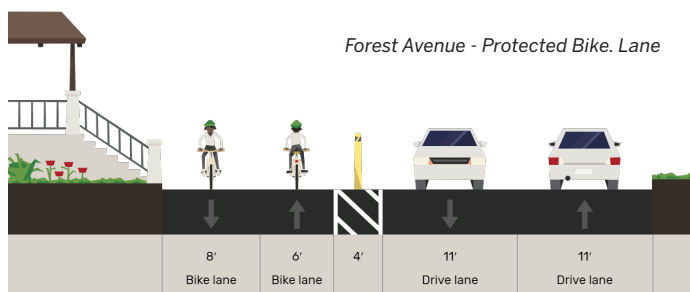
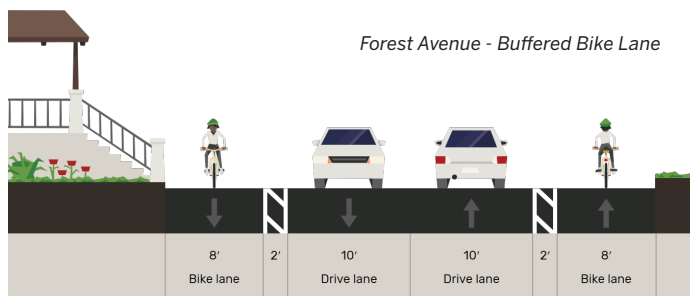
## FEASIBILITY STUDY

During the feasibility report process, we will present the project at a neighborhood meeting with residents and business owners to communicate the project scope and anticipated impacts. Following feedback gained at the meeting, we will develop a report that proves the improvements are necessary, cost-effective and feasible. This will include the following information:

- Background of the project
- Discussion regarding the existing conditions and proposed improvements
- Analysis of alternatives and recommendations for the various on-street bikeway, sidewalk and trail improvements
- Discussion of the crash history at the St. Olaf Avenue and TH 3 intersection with recommendations to improve intersection safety
- Cost estimate
- Project financing

## PEDESTRIAN AND BICYCLE IMPROVEMENTS

Improving the connectivity for both bicyclists and pedestrians will be an important component of the project. In addition to ADA upgrades of existing pedestrian facilities, we will also analyze the addition of on-street bikeways, sidewalks and trails at several locations within the project area.



**KC Atkins** will be a key team member in completing this task. With over 14 years of experience in the industry, she has delivered dozens of pedestrian, bicycle and transit projects throughout her career. Her experience will be crucial in:

- Reviewing potential pedestrian routes from the Greenvale Avenue and Spring Street area south to the City's recently completed improvements at the Transit Hub/Depot.
- Analyzing the need for a safe pedestrian crossing of Cannon Valley Drive to the Northfield Retirement Center Campus. This will be completed by utilizing Federal Highway Administrations (FHWA) Safe Transportation for Every Pedestrian (STEP) Guide.
- Developing on-street bikeway concepts for Thye Parkway, St. Olaf Avenue, Lockwood Drive and Forest Avenue. These concepts will be created with guidance from FHWA's Bikeway Selection guide and by meeting with City staff to understand potential usage and to discuss long-term maintenance needs.
- Analyzing the TH 3 and Greenvale Avenue intersection to prevent pedestrian access to the west side of TH 3 that lacks pedestrian amenities.

SEH will review the tradeoffs for each on-street bikeway design with Northfield staff and stakeholders, including, but not limited to existing parking removal/retention, lane dimensions, bikeway design user and type, intersection treatments and cost of treatments. Concept treatments for the Forest Avenue bikeway are shown on this page.

## TOPOGRAPHIC SURVEY AND FIELD INVESTIGATION

Upon completion of the kickoff meeting with City staff, William will engage the design survey team and initiate the topographic field survey. SEH will conduct a full topographic field survey of the project intersections and locations of proposed sidewalk or trails.

Once all the field work and available mapping has been collected, processed electronically and vetted through our internal QA/QC process, we will perform a field review of the project site to ensure the base map is accurate and nothing was missed.

SEH has teamed with **Braun Intertec** (Braun) to provide geotechnical engineering services. The geotechnical investigation will consist of 30 hand auger soil borings, soil classification and laboratory testing. Soil samples and lab testing will be reviewed and determined by SEH geotechnical staff. A geotechnical memorandum will be provided as a deliverable for the geotechnical

portion and will provide final soil boring logs with soil types, groundwater elevations and laboratory testing, as well as pavement design recommendations if full depth replacement of some areas is determined to be required. Braun has provided an alternate fee to include up to five truck-mounted drill rig borings for deeper soil investigations as needed for retaining walls or full-depth pavement replacement.

**Davey Resource Group** (DRG) will collect tree and site data on all right of way trees within the project area. Additionally, an arborist's report will be developed that includes detailed information of overall tree condition and projection of fate following project completion. A tree inventory will be provided in the City's preferred GIS format. Trees that are recommended to be removed will be replaced at a 2:1 ratio from the City's Acceptable Boulevard Tree List with the project.

## FINAL DESIGN

SEH will prepare final design plans and specifications in accordance with City standards. Our special provisions will be combined into the City's contract provisions to complete the entire bid proposal. As part of the final plans and specifications we will:

- Define the schedule and controls for contractors that give the City power to enforce the schedule
- Clearly identify traffic control and residential/business access requirements
- Identify private utility impacts

We propose design review meetings with the City at the 30%, 60% and 95% complete milestones to review the design documents and cost estimate and make any necessary changes before the bidding documents are finalized. All plan sets will be prepared and delivered in the format and order required by the City. The 30% cost estimate will be included in the feasibility study and will be based on major quantities and will include contingency. The 60%, 95% and final estimates will be based on a detailed quantity takeoff.

## BIDDING ASSISTANCE

The project team will provide bidding services that include the following:

- Assist the City with advertising the project through award of the contract
- Provide answers to bidders' questions and prepare addenda (if required)
- Prepare and distribute bid documents
- Prepare a letter of award recommendation

## CONSTRUCTION ADMINISTRATION AND OBSERVATION

Our team will act as an extension of City staff. We will lead, coordinate and support all project meetings, contractor submittals, utility relocations, schedule reviews, all project payments and/or documentation and project closeout. The City of Northfield can expect SEH to administer the construction contract consistent with contract documents with limited oversight.

SEH's RPR will provide full-time project observation during construction. We will coordinate all construction staking, coordinate material sampling and testing services with Braun Intertec, and document construction progress on a daily basis. Our RPR will attend and participate in all construction meetings, including the preconstruction conference, weekly coordination meetings and project closeout meetings. We will also engage with the contractor, subcontractors, utility companies and the adjacent businesses and property owners on a daily basis to maintain direct knowledge of the construction operations. This will ensure that the project is documented properly and that any issues that arise are quickly and fully resolved.





# Background and Experience

This SEH team has experience with similar projects with comparable issues and scopes. The examples we provide show our experience effectively managing tasks and challenges similar to this in Northfield. We are eager to use our relevant experience to work collaboratively with the City to address existing issues within each project area.

## DIVISION STREET AND 7TH STREET RECONSTRUCTION

### NORTHFIELD, MN

The City of Northfield initiated a number of street improvement projects that supported their "Complete Streets" policy. The Division Street and 7th Street project included streetscape reconstruction, mill and overlay, and parking lot rehabilitation, as well as the replacement of water main, sanitary sewer and storm sewer. SEH provided services, including a feasibility study, topographic survey, design, utility coordination, bidding administration, construction staking, and public outreach and coordination.

A Gopher State One Call was completed to identify private utility facilities within the project area. After identifying conflicts, SEH facilitated a private utility coordination meeting in which solutions were discussed. In particular, the project included the design of public utilities around an in-place CenturyLink duct that could not be relocated and coordination with Xcel Energy to relocate power poles and some overhead facilities underground.



## TH 246 AND JEFFERSON PARKWAY ROUNDABOUT

### NORTHFIELD, MN

SEH was selected to provide design and construction administration services for a unique roundabout project in the City of Northfield at the intersection of TH 246 and Jefferson Parkway. The roundabout provided a safety improvement at a high-volume intersection that is adjacent to three schools. The project features four box culvert underpasses, one under each approach of the roundabout, to separate pedestrians and bicyclists from vehicular traffic. The project provides a future connection and crossing of the Mill Towns State Trail.

The project also included pedestrian improvements, such as a Rapid Rectangular Flashing Beacon system, for a key pedestrian crossing to Northfield High School's entrance on TH 246 from Marvin Lane.



SEH was responsible for coordinating with the City, School District and the Minnesota Department of Transportation (MnDOT). SEH's multidisciplinary team included civil, structural, geotechnical, water resources, natural resources, traffic, lighting and landscape architecture.

## SPRING CREEK ROAD RECONSTRUCTION

### NORTHFIELD, MN

SEH was selected to provide design and construction administration for the conversion of a rural gravel road to a semi-urban Municipal State Aid (MSA) Roadway. Spring Creek Road is located on the easterly border of the City of Northfield, which the City is expecting future expansion to the east. The project included the City annexing the easterly half of the roadway in order to use MSA funds. The project was designed to accommodate a quick modification to a full urban roadway. The project included sections of curb and gutter and sidewalks, as well as the extension of public utilities, including sanitary sewer, water main and storm sewer.



## 2020 UTILITY RECONSTRUCTION

### CRYSTAL, MN

SEH provided design and construction administration services for the City of Crystal's 2020 utility reconstruction project. The project replaced aging public utilities (sanitary sewer, water main and storm sewer), curb and gutter, bituminous roadway and ADA pedestrian ramps on Kentucky Avenue and Jersey Avenue. Residents also received new water services, sanitary services and drain tile. The project was completed in the spring of 2021.

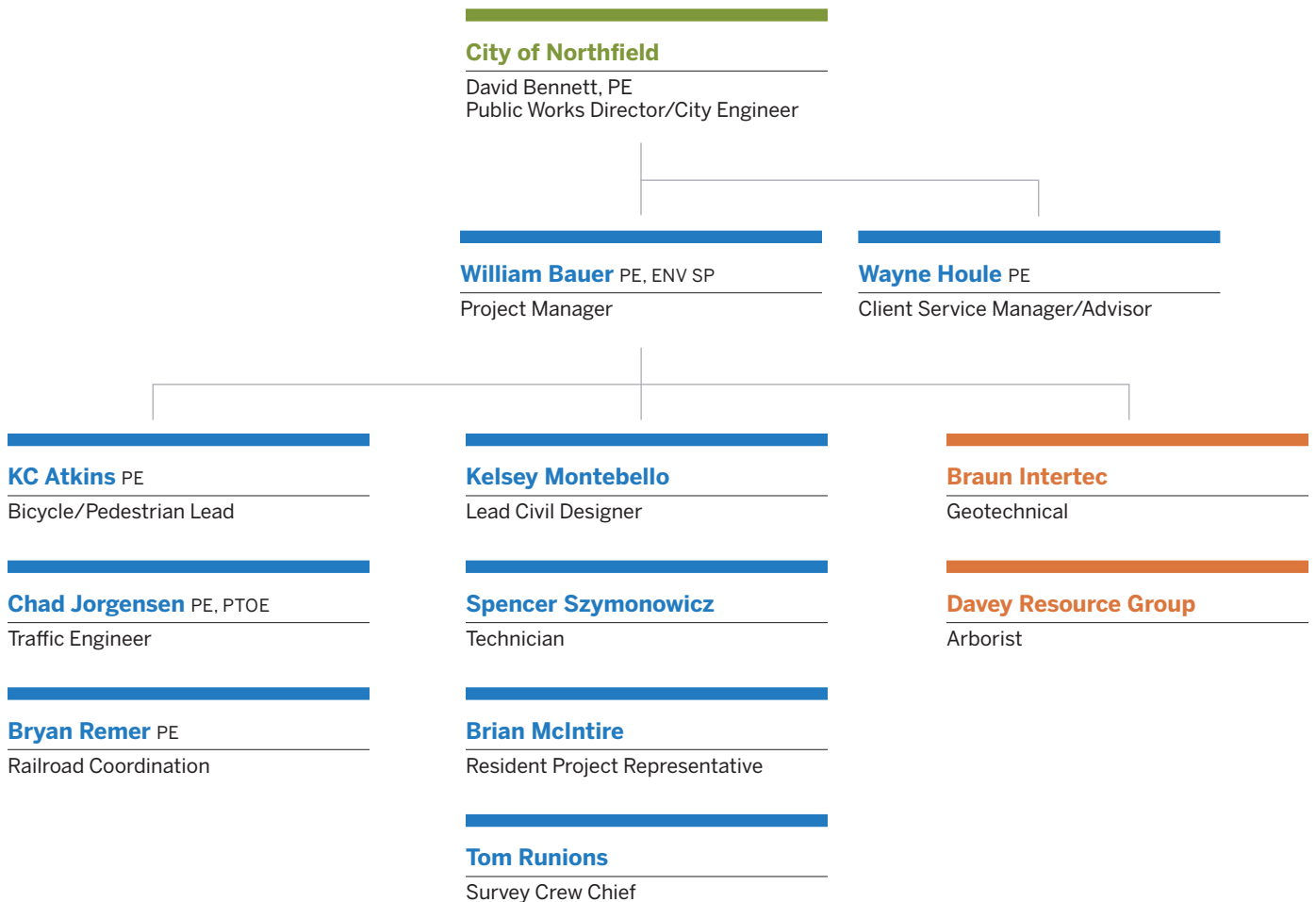




# Proposed Staff

The team assembled for this mill and overlay project regularly partners with clients like the City of Northfield, and we work to understand your needs and preferences and offer informed solutions. By selecting SEH, you're choosing quality street construction engineering service and thorough local experience.

## PROJECT ORGANIZATIONAL CHART



*The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.*

## **WILLIAM BAUER** PE, ENV SP PROJECT MANAGER

William is a professional engineer who has worked as the lead designer and project manager on a variety of municipal engineering, recreational trail and site design projects. His experience includes the design of existing roadway reconstructions and rehabilitations, recreational trails, site design and grading, stormwater collection systems, sanitary sewer systems and water distribution systems. William's responsibilities include preparing preliminary and final design, cost estimation and project plans and specifications. He is skilled in software programs including Microsoft Office, AutoCAD Civil 3D and Autodesk Storm and Sanitary Analysis.



### **EXPERIENCE**

#### **TH 246 and Jefferson Parkway – City of Northfield, MN**

Design engineer responsible for preliminary and final design, cost estimating and preparing plans and specifications. SEH was selected to provide design services for a unique roundabout project, responsible for managing the schedule, providing safety improvements and delivering a multimodal project. The project improved a critical intersection located at Trunk Highway 246 (TH 246) and Jefferson Parkway. It also provided improvements for a key pedestrian crossing to Northfield High School's entrance on TH 246 from Marvin Lane. SEH provided services that included preliminary design, public engagement, final design and construction administration services.

#### **Division Street and 7th Street Reconstruction – City of Northfield, MN**

The City of Northfield initiated a number of street improvements projects that supported their Complete Streets policy. The Division Street and 7th Street project included streetscape reconstruction, mill and overlay and parking lots rehabilitation. SEH provided services that included a feasibility study, topographic survey, design, bidding administration, construction services, and public outreach and coordination. The resulting improvements on this stretch in downtown Northfield included improved pedestrian facilities, ADA upgrades and public ADA on-street parking, improved bicycle infrastructure, updates to the downtown streetscape and updated stormwater systems.

#### **Spring Creek Road Reconstruction – City of Northfield, MN**

This project included design and construction administration for the conversion of a rural gravel road to a semi-urban Municipal State Aid (MSA) Roadway. Spring Creek Road is located on the easterly border of the City of Northfield, which the City is expecting future expansion to the east. The project included the City annexing the easterly half of the roadway in order to use MSA funds. The project was designed to accommodate a quick modification to a full urban roadway and included sections of curb and gutter and sidewalks, as well as the extension of public utilities.

#### **5th Avenue Reconditioning – City of South Saint Paul, MN**

This project included total street and utility construction of a Municipal State Aid street. Other components included public engagement, pedestrian improvements, traffic calming measures and sustainability in landscaping and stormwater management.

9

**YEARS OF  
EXPERIENCE**



#### **EDUCATION**

Bachelor of Science  
Civil Engineering  
Bradley University - Peoria, IL



#### **REGISTRATIONS/CERTIFICATIONS**

Professional Engineer in MN, IA, SD

ENVISION Sustainability  
Professional (ENV SP), Institute for  
Sustainable Infrastructure



#### **PROFESSIONAL ASSOCIATIONS**

American Society of Civil Engineers,  
Member

American Public Works Association,  
Member

## WAYNE HOULE PE

### CLIENT SERVICE MANAGER/ADVISOR

**Wayne will serve as the client service manager and advisor for the SEH team.** His prior experience as a City staff person with managing the maintenance and creation of water quality ponds will give great insight to both the City and SEH team. Wayne brings experience in developing collaborative, complex public projects and programs. He is a senior professional engineer with a civil engineering background as a director of engineering, director of public works and city engineer. He worked for the City of Edina for 17 years, where he managed the annual operating and capital improvement budgets and provided leadership and staff support. He was involved in various governmental levels and committees. His work included being an owner's representative for two large pond dredging projects. He has directed and implemented public works projects including storm sewer, sanitary sewer, water system, and street and roadway improvements. Wayne continues to work on complex projects.

#### EXPERIENCE

- TH 246 and Jefferson Parkway – City of Northfield, MN
- Spring Creek Road Reconstruction – City of Northfield, MN
- Division Street and 7th Street Reconstruction – City of Northfield, MN
- Northfield Depot – City of Northfield, MN
- Streetscape and Pedestrian Safety Improvements at TH 3 and 3rd Street – City of Northfield, MN
- 2017 Mill and Overlay Project – City of Brooklyn Center, MN

## KC ATKINS PE

### BICYCLE/PEDESTRIAN LEAD

**KC will serve as task manager for the development of the pedestrian and bicycle improvements.** KC is a project engineer with extensive nation-wide design experience for bicycle/pedestrian accommodations, urban/rural roadways, interchanges, expressways, freeways, local roads and roundabouts. She has federal and state highway design experience, including utility coordination, environmental documentation and coordination across multiple agencies. KC has proven to be an effective leader in engaging the public, policymakers and internal teams around technical ideas and designs. She is proficient in MicroStation, InRoads, AutoCAD, GIS applications, SYNCHRO, Highway Capacity Software, MnCMAT and Microsoft Office.

#### EXPERIENCE

- 2021 Overlay Improvements – City of Sauk Rapids, MN
- Nicollet Avenue Bridge Preliminary Design – City of Minneapolis, MN
- Hennepin Avenue Downtown Reconstruction – City of Minneapolis, MN\*
- Winona Pedestrian and Bicycle Master Plan and Complete Streets – City of Winona, MN\*
- Snelling Avenue – City of Saint Paul, MN\*

*\*Completed prior to joining SEH*



30  
YEARS OF  
EXPERIENCE



#### EDUCATION

Bachelor of Science  
Civil Engineering  
University of Minnesota-Minneapolis

Associate of Arts  
Architectural Drafting  
North Dakota State School of  
Science-Wahpeton



#### REGISTRATIONS/CERTIFICATIONS

Professional Engineer in MN



14  
YEARS OF  
EXPERIENCE



#### EDUCATION

Bachelor of Civil Engineering  
Institute of Technology, University of  
Minnesota-Twin Cities



#### REGISTRATIONS/CERTIFICATIONS

Professional Engineer in MN, IA, KS,  
MO, ND, OH, SD, TX and WI

## BRYAN REMER PE

### RAILROAD COORDINATION

Bryan will be responsible for coordinating the railroad crossing improvements with the Canadian Pacific Railroad. He is a professional engineer with expansive civil engineering design and construction experience with SEH. Bryan's experience includes industrial railroad track and yard design, street and utility reconstruction, site grading, lake sewerage, and subdivision and housing developments. His responsibilities include preparation of plan and specifications documents, permitting, feasibility reports, environmental reports, geotechnical testing, surveying and cost estimating.

#### EXPERIENCE

- City Technical Services – City of Rogers, MN
- Street and Utility Reconstruction – City of Richmond, MN
- Dale and Gopher Street Improvements – City of Becker, MN
- 5th Street South Improvements – City of Waite Park, MN
- Walnut Avenue and Hillcrest Street Improvements – City of Upsala, MN
- Street and Utility Improvements – City of Pierz, MN



16  
YEARS OF  
EXPERIENCE



#### EDUCATION

Bachelor of Science  
Civil Engineering  
University of North Dakota-  
Grand Forks



#### REGISTRATIONS/CERTIFICATIONS

Professional Engineer in MN, IA, MI,  
ND, NE, OK, AB, BC, NS, ON, PE, SK

## CHAD JORGENSEN PE, PTOE

### TRAFFIC ENGINEER

Chad will lead the review of the TH 3/St. Olaf Avenue crash history, as well as the development of recommended improvements. Chad is a professional traffic engineer specializing in transportation engineering. He is experienced in transportation planning, safety analysis, performance analysis, preliminary design and traffic operation analysis, traffic impact studies, and construction signing, striping and traffic control plans. Chad is knowledgeable in a variety of industry software applications including Synchro/SimTraffic, Highway Capacity Software (HCS), AutoCAD Civil 3D, MicroStation, SignCAD, VISSIM and Microsoft Office Suite.

#### EXPERIENCE

- Division Street and 7th Street Reconstruction – City of Northfield, MN
- TH 246 and Jefferson Parkway – City of Northfield, MN
- Streetscape and Pedestrian Safety Improvements at TH 3 and 3rd Street – City of Northfield, MN
- Plymouth Avenue at Mendelssohn Avenue Study – City of Golden Valley, MN
- 10th Avenue Bridge Rehabilitation – City of Minneapolis, MN
- 2017 Mill and Overlay Project – City of Brooklyn Center, MN
- Valley Creek Road Improvements at Cottage Grove Drive – City of Woodbury, MN



8  
YEARS OF  
EXPERIENCE



#### EDUCATION

Bachelor of Science  
Civil Engineering  
University of Minnesota-Duluth



#### REGISTRATIONS/CERTIFICATIONS

Professional Engineer in MN, IA, SD

Professional Traffic Operations  
Engineer (PTOE), Transportation  
Professional Certification Board

# KELSEY MONTEBELLO

## LEAD CIVIL DESIGNER

**Kelsey will lead the design and utility coordination tasks for the project.**

Kelsey is a graduate engineer with experience focused on transportation and site design. Her relevant coursework includes transportation engineering, geometric highway design, railroad planning and design, water resources and supply, water and wastewater engineering, soil mechanics, slope stability and retaining walls, foundation engineering, civil engineering materials, structural steel design and reinforced concrete design. Her computer experience includes Microsoft Word, Excel, PowerPoint, Publisher, Access, AutoCAD Civil 3D, Corel Draw X4 and Adobe Acrobat 9 Pro. Kelsey also has experience with operating Vissim, Synchro 7, Cube, Bentley MicroStation V8i and ArcGIS.

### EXPERIENCE

- Division Street and 7th Street Reconstruction – City of Northfield, MN
- TH 246 and Jefferson Parkway – City of Northfield, MN
- Spring Creek Road Reconstruction – City of Northfield, MN
- Northfield Depot – City of Northfield, MN
- 2017 Mill and Overlay Project – City of Brooklyn Center, MN
- Plymouth Avenue N. Pavement Improvements – City of Golden Valley, MN



7  
YEARS OF  
EXPERIENCE



### EDUCATION

Bachelor of Science  
Civil Engineering  
North Dakota State University-Fargo

# SPENCER SZYMONOWICZ

## TECHNICIAN

**Spencer will support the design and utility coordination tasks.** Spencer is a civil engineering technician with experience in corrosion control, soils testing and ASTM concrete materials. He has hands-on experience with Trimble Robotic Total Station, Trimble R10 GPS, Digital and Automatic Levels. Spencer's computer experience includes AutoCAD Civil 3D, ESRI Arc Map and Microsoft Office.

### EXPERIENCE

- Division Street and 7th Street Reconstruction – City of Northfield, MN
- Spring Creek Road Reconstruction – City of Northfield, MN
- Northfield Depot – City of Northfield, MN
- Streetscape and Pedestrian Safety Improvements at TH 3 and 3rd Street – City of Northfield, MN
- Plymouth Avenue N. Pavement Improvements – City of Golden Valley, MN
- 2017 Mill and Overlay Project – City of Brooklyn Center, MN



11  
YEARS OF  
EXPERIENCE



### EDUCATION

Associate of Applied Science  
Civil Engineering Technology  
Southeast Technical Institute -  
Sioux Falls, SD

Associate of Applied Science  
Land Surveying Technology  
Southeast Technical Institute -  
Sioux Falls, SD

Associate  
General Studies  
University of Wisconsin-Superior

## TOM RUNIONS

### SURVEY CREW CHIEF

Tom will serve as task manager for the design topographic survey and construction staking phases of the project. Tom is a survey crew chief with extensive survey experience, which includes design and construction surveys, land surveys, boundary surveys and right-of-way surveys. In addition, he has worked on multiple safety assessment program (SAP) projects.

#### EXPERIENCE

- TH 246 and Jefferson Parkway – City of Northfield, MN
- Local Road Improvement Program Project – City of Goodview, MN
- CSAH 23 and CSAH 25 White Topping (Shafer Contracting) – Nicollet County, MN
- Street Improvements – City of Cannon Falls, MN
- 2nd Street Southwest Reconstruction, Phase III – City of Rochester, MN
- TH 63/6th Street Signal and Intersection Widening – City of Stewartville, MN



17  
YEARS OF  
EXPERIENCE



#### EDUCATION

Associate of Science  
Civil Engineering Technology  
Rochester Community and Technical  
College - Rochester, MN



#### REGISTRATIONS/CERTIFICATIONS

Construction Survey Technician III,  
Minnesota Department of  
Transportation

## BRIAN MCINTIRE

### RESIDENT PROJECT REPRESENTATIVE

Brian will serve as our resident project representative (RPR) during the construction of the project. He has extensive field experience including surveying and project management for various types of projects. Brian has been responsible for sampling and cataloging hazardous materials and post fire forensic investigations, testing soils, and inspecting and observing deep foundation systems.

#### EXPERIENCE

- TH 246 and Jefferson Parkway – City of Northfield, MN
- City Engineer – City of Stewartville, MN
- 2020 and 2021 Capital Improvement Plan (CIP) – City of Stewartville, MN
- Hok-Si-La Bike Path – City of Lake City, MN
- Red Wing River Bridge - Minnesota Approach (MnDOT District 6) – Red Wing, MN



22  
YEARS OF  
EXPERIENCE



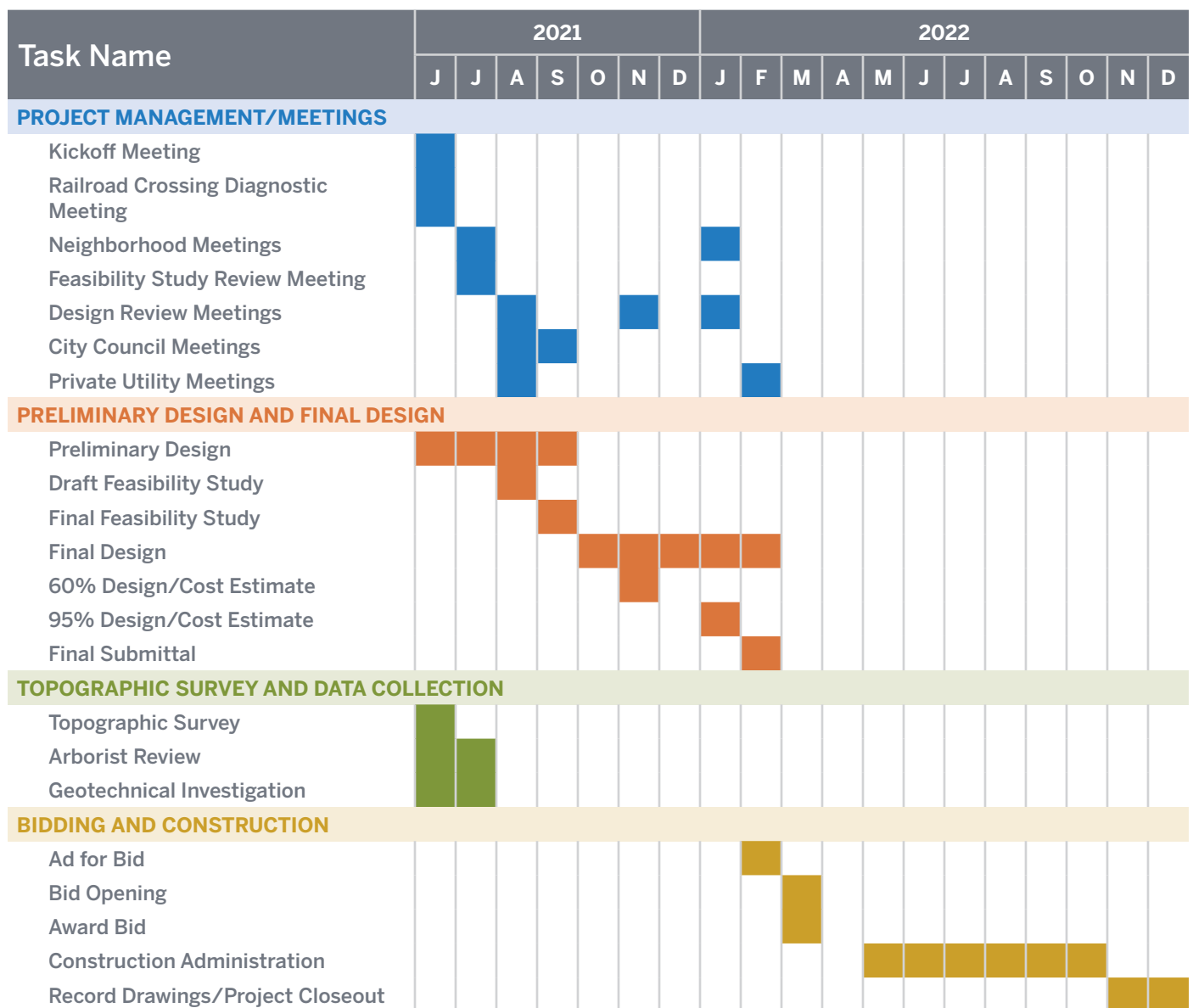
#### REGISTRATIONS/CERTIFICATIONS

Aggregate Production  
Bituminous Street Level I and II  
Concrete Field Level I and II  
MnDOT



# Project Schedule

SEH can begin work within two weeks of the notice-to-proceed from the City. We propose the following schedule for completion of the 2022 Mill and Overlay Project.



# Proposed Cost

SEH will perform the work tasks as identified in the City's RFP and as outlined in our Project Approach and Scope for an estimated fee of \$369,990; plus an additional fee for subconsultant services of \$64,353. This fee represents approximately 16.1% of the overall potential construction cost of approximately \$2,700,000.

Our fee includes reimbursable expenses. We will bill the City on a monthly basis for reimbursable expenses and on an hourly basis for labor.

Our fee is summarized in the table below and further detailed in the Task Hour Budget (THB) that follows.

PHASE		
NUMBER	DESCRIPTION	COST
1	Project Management/Meetings	\$33,977
2	Preliminary Design/Feasibility Study	\$45,970
3	Topographic Survey and Data Collection	\$45,538
4	Final Design	\$52,475
5	Construction Services	\$192,030
<b>Total SEH Fee</b>		<b>\$369,990</b>
Braun Intertec (Geotechnical Investigation)		\$16,131
DRG (Arborist Review)		\$4,550
Braun Intertec (Construction Materials Testing)		\$43,672
<b>Total Subconsultant Fee</b>		<b>\$64,353</b>
<b>Total Fee</b>		<b>\$434,343</b>

## SEH HOURLY BILLABLE RATES – 2021

CLASSIFICATION - OFFICE STAFF	BILLABLE RATE <sup>(1)</sup>
Principal	\$170.00 - \$270.00
Project Manager	\$140.00 - \$240.00
Senior Project Specialist	\$135.00 - \$220.00
Project Specialist	\$100.00 - \$175.00
Senior Professional Engineer I	\$115.00 - \$180.00
Senior Professional Engineer II	\$140.00 - \$225.00
Professional Engineer	\$105.00 - \$165.00
Graduate Engineer	\$85.00 - \$135.00
Senior Architect	\$125.00 - \$210.00
Architect	\$110.00 - \$150.00
Graduate Architect	\$85.00 - \$110.00
Senior Landscape Architect	\$115.00 - \$170.00
Landscape Architect	\$95.00 - \$125.00
Graduate Landscape Architect	\$85.00 - \$100.00
Senior Scientist	\$130.00 - \$170.00
Scientist	\$90.00 - \$135.00
Graduate Scientist	\$80.00 - \$105.00
Senior Planner	\$130.00 - \$210.00
Planner	\$100.00 - \$150.00
Graduate Planner	\$90.00 - \$120.00
Senior GIS Analyst	\$110.00 - \$175.00
GIS Analyst	\$100.00 - \$120.00
Project Design Leader	\$120.00 - \$185.00
Lead Technician	\$105.00 - \$170.00
Senior Technician	\$90.00 - \$135.00
Technician	\$65.00 - \$115.00
Graphic Designer	\$90.00 - \$145.00
Administrative Professional	\$55.00 - \$130.00

CLASSIFICATION - FIELD STAFF	BILLABLE RATE <sup>(1)</sup>
Professional Land Surveyor	\$110.00 - \$160.00
Lead Resident Project Representative	\$95.00 - \$155.00
Senior Project Representative	\$90.00 - \$135.00
Project Representative	\$75.00 - \$125.00
Survey Crew Chief	\$85.00 - \$135.00
Survey Instrument Operator	\$60.00 - \$95.00

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.  
The rates shown are subject to change.

Effective: January 1, 2021

Expires: December 31, 2021



Project Name: 2022 NW Area Mill and Overlay Project

Client: City of Northfield, MN

SEH Project Approach and Task Hour Budget (THB)

Date: May 21, 2021 (Revised for ADA May 25, 2021)

Billing Title	CSM	PM	PE	Grad Eng	Sr Tech	GIS Analyst	Admin Tech	Accounting Rep	Survey Crew Chief	Survey Tech	PE	PE	RPR	Reimbursable Expenses	Total
<b>Task #1 - Project Management/Meetings</b>															
<b>1.1 Contract and General</b>															
Develop & execute City agreement		1						1							2
Create project in accounting system		1						1							2
Invoice management		12						12							24
<i>Deliverable: Executed contract</i>															
<b>1.2 Meetings</b>															
Kickoff meeting with Client	3	3	3												9
Kickoff meeting with SEH Staff	1	3	1	1	1						1	1			9
30%, 60%, and 95% design review meetings	10	10	3												23
Neighborhood Meetings	8	20	8	12	12	8									68
City Council Meetings	8														8
Private utility meetings		8		4	4										16
On-street bikeway design options review meeting		4	4									4			12
Railroad crossings diagnostic meeting		4										4			8
Assumptions: SEH will lead two in-person, neighborhood meetings. Includes preparation of power point and boards with attendance by up to three SEH staff. SEH will attend up to two City Council meetings. SEH will lead two in-person private utility coordination meetings (includes preparation of graphics, agenda, and minutes). Assumes railroad meeting will be on-site with MnDOT, railroad, and City staff to discuss crossing options for pedestrians at Greenvale Ave and the vehicular crossing at St Olaf Ave (includes meeting minutes/summary). Assumes design review meetings will be held in person at the 30%, 60%, and 95% milestones. The 30% design review meeting will also include discussion of crash analysis, Transit Hub pedestrian access review, Northfield Retirement Campus mid-block crossing, and TH 3 pedestrian access restrictions.															
<i>Deliverables: Meeting materials including graphics, agendas, and minutes as required.</i>															
<b>1.3 Project Correspondence</b>															
Client email updates & phone calls	4	12													16
<b>Task #2 - Preliminary Design/Feasibility Study</b>															
<b>2.1 Preliminary Design</b>															
Sidewalk/Trail preliminary design		2		16											18
Develop on-street bikeway design options		1	2	6											9
Develop on-street bikeway recommendations		4	12	40											56
Storm sewer design				2											2
Railroad Crossing Design		1		6								8			15
Review Cannon Valley Dr pedestrian crossing		1	6	8											15
Review pedestrian access at TH 3/Greenvale Ave		1	4	4											9
Review pedestrian routes to Transit Hub/Depot		1	12	4		4									21
Review TH 3/St Olaf Ave crash history											2				2
Develop recommended TH 3/St Olaf Ave improvements and draft memo		1									7				8
Identify private utility impacts		2		4											6

Billing Title	CSM	PM	PE	Grad Eng	Sr Tech	GIS Analyst	Admin Tech	Accounting Rep	Survey Crew Chief	Survey Tech	PE	PE	RPR	Reimbursable Expenses	Total
Assumptions: Bikeway recommendations will include plan view layout of one option for each corridor. City will provide parking usage and pedestrian count data if required. Railroad crossing design includes development and submittal of crossing plans to railroad based on diagnostic meeting. Does not include submittals for quiet zone or coordination of railroad crossing gate design with the railroad. SEH will provide concept level graphics for pedestrian crossing and pedestrian routes. Crash analysis includes analysis of last 5 years of available crash data from MnDOT's Crash Mapping Analysis Tool. Includes preparation of memo describing crash patterns and developing improvement recommendations for the west leg of the intersection only. Detailed design of pedestrian crossing, pedestrian route, or crash improvements are not included.															
<b>2.2 Feasibility Study</b>															
Prepare project area figures		2		12		12									26
Develop recommended improvements		4	4												8
Prepare project cost estimate		2		16											18
Develop draft feasibility study	2	40	14	24			4								84
Review draft study with City staff	3	4													7
Prepare and submit final feasibility study		4					6								10
Assumptions: Feasibility study will contain the following sections: Executive Summary, Introduction/Background, Existing Conditions, Alternatives Analysis for on-street bikeways, discussion of TH 3/St. Olaf Ave crashes, Northfield Retirement Center mid-block crossing, TH 3/Greenvale Ave pedestrian access restrictions, and summary of pedestrian routes from Greenvale Ave/Spring St to the Transit Hub/Depot, Proposed Improvements, Summary of Stakeholder Feedback, Cost Estimate, Project Schedule and 11x17 project overview graphics. Assumes addressing one (1) consolidated round of City/County comments. City staff will consolidate comments received and provide SEH one copy. Assumes comments will be provided via e-mail and a meeting is not required. Cost estimate will be calculated using an itemized list of major work items (removals, grading, bituminous pavement/trail, curb and gutter, catch basin replacements, signing/stripping, restoration) with a 15% contingency including indirect costs for engineering, legal, and administrative. Costs will be listed in 2021 dollars. Assumes easements will not be required.															
Deliverables: Feasibility study in PDF format.															
<b>Task #3 - Topographic Survey and Data Collection</b>															
<b>3.1 Topographic Survey</b>															
Topographic Survey		16							170	30					216
Assumptions: Topographic survey will consist of detailed survey at the project intersections and where trail or sidewalk are proposed only. The entire project area will not be surveyed. Spot curb and sidewalk replacement locations will not be surveyed. Includes setting control points for the entire project area. Assumes topographic survey will be completed after City's storm and sanitary structure review so inverts will be shot only on those structures to be replaced.															
<b>3.2 Data Collection &amp; Base Files</b>															
Conduct Gopher State One Utility One Call & Collect Utility Maps		1					1								2
Collect Data (LIDAR, Aerial Imagery, Master Plans, Reports, GIS parcels, etc) & private utility mapping				2											2

Billing Title	CSM	PM	PE	Grad Eng	Sr Tech	GIS Analyst	Admin Tech	Accounting Rep	Survey Crew Chief	Survey Tech	PE	PE	RPR	Reimbursable Expenses	Total
Reduce data into basemap (Create CAD base file)				4											4
Reduce topo data into EG surface				3											3
Create RW file				2											2
Review and document sidewalk, pavement, and curb/gutter condition		10		10											20
Assumptions: Assumes RW files will be created from Rice County GIS parcel linework. Sidewalk, pavement, and curb and gutter condition will be reviewed by SEH staff. Approximate locations will be noted on the plans in relation to known features or off aerial photography. Assumes less than 10% of sidewalk/pavement area and curb and gutter length will need replacement. Assumes pavement replacement will consist of full depth patch while all other areas will have sufficient existing bituminous depth to accommodate a mill and overlay. Does not include development of condition report.															
<b>3.3 Arborist Report</b>															
Conduct arborist review and develop report (20)															
Assumptions: Only right-of-way trees within the project area will be reviewed. Data collection includes tree tag, species, diameter at breast height, condition rating, recommended fate, location (XY coordinates), and notes (existing hazards, defects to tree, etc)															
Deliverables: Arborist report in PDF format. Tree inventory data in GIS, kmz, or excel format. Report will be completed by Davey Resource Group (DRG).															
<b>3.4 Geotechnical Investigation</b>															
Stake soil borings									5						5
Coordinate soil borings with subconsultant		2													2
Review soil samples and assign testing		5													5
Review logs and lab testing		5													5
Develop soil parameters	1	5													6
Prepare geotechnical report	4	15													19
Assumptions: SEH Geotechnical staff will review results of hand auger and cores at selected locations through the corridor of planned improvements. We considered at least 20 hand augers will be performed near proposed improvements to a depth of 5-feet or greater. Soil samples obtained from borings will be reviewed and index tests will be assigned. We included a \$1,000 allowance for geotechnical lab testing to be performed by Braun in accordance with their unit rates. The collected geotechnical information will be used to provide geotechnical design recommendations for proposed subgrades supporting flatwork outside of the roadway. Assumes roadway improvements will consist of 2-inch bituminous mill/overlay with limited (<10%) full-depth patching. A pavement condition assessment and/or new pavement designs will not be completed. If site walkthroughs reveal areas of notable pavement distress, supplemental geotechnical site explorations will be considered.															
Deliverables: Geotechnical investigation report in PDF format. Geotechnical investigation will be completed by Braun Intertec.															
<b>Task #4 - Final Design</b>															
<b>4.1 Final Street and Utility Design</b>															
Storm sewer design		1			2										3
Sanitary sewer design					1										1
Water main design					1										1
Intersection / ped ramp design		4		26	16										46

Billing Title	CSM	PM	PE	Grad Eng	Sr Tech	GIS Analyst	Admin Tech	Accounting Rep	Survey Crew Chief	Survey Tech	PE	PE	RPR	Reimbursable Expenses	Total
Develop construction phasing and traffic control plan	1	2		4											7
Develop GM					24										24
Develop RM					12										12
Trail/sidewalk final design		2		12	12										26
Private utility coordination		4		4											8
60% Cost Estimate		2		12	12										26
95% Cost Estimate		2		8	8										18
100% Cost Estimate		2		6	6										14
Assumptions: Assumes repair work will consist of catch basin, manhole, valve, or hydrant replacement only. Assumes no replacement of main (with the exception of the 250' segment on Woodland Trail). Assumes City will provide measuredown information with condition reports or that condition reports will be provided prior to completion of topographic survey so SEH staff may complete measuredowns. Does not include detailed storm sewer design and analysis. Assumes temporary or permanent easements will not be required for trail and sidewalk construction and that retaining walls will be modular block less than 4' in height without detailed geotechnical design. Intersection and pedestrian ramp designs will consist of geometric layouts only with no elevation information provided. Ramps will be designed in the field during construction based on the MnDOT Standard Pedestrian Ramp Details.															
Deliverables: 60%, 95%, and 100% cost estimates in PDF and Excel formats.															
<b>4.2 Develop Construction Plans</b>															
Title Sheet					1										1
General Layout					3										3
Estimated Quantities, Notes, Standard Plates					2										2
General Notes					2										2
Tabulations				4	4										8
Construction details					2										2
Typical sections		1			3										4
Traffic control / construction phasing plan		2		8							1				11
Removals					12										12
Overlay plans					12										12
Sidewalk / trail plan/profiles		1			12										13
Pavement markings and signing					10						1				11
Intersection / ped ramp details		4			32										36
Restoration / tree planting plan					12										12
Quality Control Review		8									2	6			16
Site walkthrough plan review		6			6										12
Assumptions: Assumes intersection and ped ramp designs will consist of geometric layouts only with no elevation information provided. Ramps will be designed in the field during construction based on the MnDOT Standard Ped Ramp Details.															
Deliverables: Final bidding plans in PDF format.															
<b>4.3 Project Manual</b>															
Front end documents		1													1
Bidding requirements		1													1
Geotechnical data		1													1
Contract forms		1													1
Conditions of the contract		1													1
Supplementary conditions		8													8
Special provisions		8					4								12
Technical specifications		8													8
Quality control review	1														1
Deliverables: Final project manual in PDF format.															

	Billing Title	CSM	PM	PE	Grad Eng	Sr Tech	GIS Analyst	Admin Tech	Accounting Rep	Survey Crew Chief	Survey Tech	PE	PE	RPR	Reimbursable Expenses	Total
4.4	Reviews and Permits															
	60% Owner Review		1			8										9
	95% Owner Review		1			8										9
	Permits		2										4			6
	Assumptions: Includes submittal of railroad permit and MnDOT/County ROW permits as required. Assumes NPDES, MDH, MPCA, and other MnDOT/County permits will not be required.															
4.5	Bidding															
	Prepare ad for bid and electronic bid documents		2					8								10
	Respond to bidder questions and prepare addenda		6			6										12
	Review Tabulation of Bids							1								1
	Prepare Recommendation Letter		1					1								2
	Deliverables: Electronic ad for bid and bidding documents. Addenda as applicable. Recommendation of award letter.															
Task #5 - Construction Services																
5.1	Preconstruction Activities															
	Submit NPDES permit		1													1
	Preconstruction meeting agenda, attendance, minutes		4											3		7
	Review shop drawings/submittals		3													3
	Create field quantity book													3		3
	Set-up project in One Office													2		2
	Assumptions: Assumes City will provide laptop to SEH RPR to fill in project information in One Office															
5.2	Construction Administration															
	Prepare construction and contract documents		1					8								9
	Project management		4													4
	Engineering support		8													8
	Weekly construction meetings		20													20
	Pay applications													6		6
	Materials Testing Coordination													2		2
	Assumptions: Includes attendance, agenda, and minutes for weekly construction meetings. Assumes construction will last for 8 weeks.															
	Deliverables: Electronic construction and contract documents. Agendas and minutes for construction meetings. Pay applications for consideration by City Council.															
5.3	Construction Staking															
	Create stakeout/point files		5			6										11
	Retaining walls									2						2
	Storm sewer									2						2
	Sidewalk / trail / pedestrian ramps / curb and gutter									85	85					170
	Signing/stripping									18						18
	Assumptions: Assumes a total of 25 storm structures will be replaced. Assumes signing will typically consist of reinstalling salvaged signs and installing new signage for on-street bikeways. Assumes striping will be marked on the streets receiving on-street bikeways as well as Greenvale Ave. Assumes two retaining walls on North Ave will be required (approximately 350' in total length).															
5.4	Construction Observation															
	Construction observation													1200		1200
	Materials Testing Subconsultant															

Billing Title		CSM	PM	PE	Grad Eng	Sr Tech	GIS Analyst	Admin Tech	Accounting Rep	Survey Crew Chief	Survey Tech	PE	PE	RPR	Reimbursable Expenses	Total
	Assumptions: Assumes construction observation will be provided for an average of 30 hours/week for 8 weeks.															
	Deliverables: Materials testing results in electronic format. Testing will be completed by Braun Intertec.															
5.5	Project Closeout															
	Site closeout walkthrough and develop punchlist		6											6		12
	Punchlist coordination		4											6		10
	As built survey and structures															
	Complete as built drawings													8		8
	Final application for payment and contractor closeout letter	1	1											2		4
	1 year warranty walkthrough and follow up	3	3											3		9
	Deliverables: Punchlist, as-built drawings, and final pay application.															
Task #1 - Project Management/Meetings																
	Task Hours Summary	34	78	19	17	17	8		14			1	9			197
	Task Fee Summary	\$7,883.76	\$12,007.26	\$3,908.92	\$1,843.41	\$1,921.93	\$1,190.11		\$1,475.90			\$152.04	\$1,595.38		\$1,998.00	\$33,977
Task #2 - Preliminary Design/Feasibility Study																
	Task Hours Summary	5	70	54	142		16	10				9	8			314
	Task Fee Summary	\$1,159.38	\$10,775.75	\$11,109.57	\$15,397.86		\$2,380.21	\$1,135.79				\$1,368.35	\$1,418.11		\$1,225.00	\$45,970
Task #3 - Topographic Survey and Data Collection																
	Task Hours Summary	5	59		21			1		175	30					291
	Task Fee Summary	\$1,159.38	\$9,082.42		\$2,277.15			\$113.58		\$20,180.16	\$3,079.11				\$30,327.10	\$66,219
Task #4 - Final Design																
	Task Hours Summary	2	94		105	229		15				4	10			459
	Task Fee Summary	\$463.75	\$14,470.29		\$11,385.74	\$25,889.54		\$1,703.68				\$608.16	\$1,772.64		\$2,055.00	\$58,349
Task #5 - Construction Services																
	Task Hours Summary	4	60			6		8		107	85			1,241		1,511
	Task Fee Summary	\$927.50	\$9,236.35			\$678.33		\$908.63		\$12,338.73	\$8,724.15			\$138,784.99	\$64,103.80	\$235,702
Project Summary																
	Project Hours Summary	50	361	73	285	252	24	34	14	282	115	14	27	1,241	N/A	2,772
	Project Fee Summary	\$11,594	\$55,572	\$15,018	\$30,904	\$28,490	\$3,570	\$3,862	\$1,476	\$32,519	\$11,803	\$2,129	\$4,786	\$138,785	\$99,709	\$440,217

# Building a Better World for All of Us<sup>®</sup>

Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.

We're confident in our ability to balance these requirements.

JOIN OUR SOCIAL COMMUNITIES



**EXHIBIT 2**

**CERTIFICATES OF REQUIRED INSURANCE COVERAGES**

*[Certificates of Insurance attached hereto]*

### **EXHIBIT 3**

#### **COMPENSATION**

Subject to the limitations set forth in this Exhibit, CITY will compensate CONSULTANT in accordance with the schedule of fees below for the time spent in performance of services under this Contract, provided that under no circumstances shall CONSULTANT's total charges to CITY, including expenses, exceed \$440,217.00 ("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**

### SEH HOURLY BILLABLE RATES - 2021

CLASSIFICATION - OFFICE STAFF	BILLABLE RATE <sup>(1)</sup>
Principal	\$170.00 - \$270.00
Project Manager	\$140.00 - \$240.00
Senior Project Specialist	\$135.00 - \$220.00
Project Specialist	\$100.00 - \$175.00
Senior Professional Engineer I	\$115.00 - \$180.00
Senior Professional Engineer II	\$140.00 - \$225.00
Professional Engineer	\$105.00 - \$165.00
Graduate Engineer	\$85.00 - \$135.00
Senior Architect	\$125.00 - \$210.00
Architect	\$110.00 - \$150.00
Graduate Architect	\$85.00 - \$110.00
Senior Landscape Architect	\$115.00 - \$170.00
Landscape Architect	\$95.00 - \$125.00

Graduate Landscape Architect	\$85.00 - \$100.00
Senior Scientist	\$130.00 - \$170.00
Scientist	\$90.00 - \$135.00
Graduate Scientist	\$80.00 - \$105.00
Senior Planner	\$130.00 - \$210.00
Planner	\$100.00 - \$150.00
Graduate Planner	\$90.00 - \$120.00
Senior GIS Analyst	\$110.00 - \$175.00
GIS Analyst	\$100.00 - \$120.00
Project Design Leader	\$120.00 - \$185.00
Lead Technician	\$105.00 - \$170.00
Senior Technician	\$90.00 - \$135.00
Technician	\$65.00 - \$115.00
Graphic Designer	\$90.00 - \$145.00
Administrative Professional	\$55.00 - \$130.00
<b>CLASSIFICATION - FIELD STAFF</b>	<b>BILLABLE RATE <sup>(1)</sup></b>
Professional Land Surveyor	\$110.00 - \$160.00
Lead Resident Project Representative	\$95.00 - \$155.00
Senior Project Representative	\$90.00 - \$135.00
Project Representative	\$75.00 - \$125.00
Survey Crew Chief	\$85.00 - \$135.00
Survey Instrument Operator	\$60.00 - \$95.00

