

April 25, 2017

EXHIBIT A

Ms. Rebecca Haug
Water Resources Manager
City of Blaine
10801 Town Square Drive NE
Blaine, Minnesota 55449

RE: **BLAINE 2017-2022 POND AS-BUILTS**
Blaine, Minnesota
P.E. Project #117080

Dear Ms. Haug:

Pioneer Engineering, P.A. (hereinafter called PIONEER) has reviewed the land surveying services requested by the City of Blaine (hereinafter called CLIENT) for the above referenced site. Please find our proposal for providing those services outlined below.

SERVICES

A. SURVEYING SERVICES

1. Pond As-Builts

- a. PIONEER will field as-built pond edge.
- b. PIONEER will drill approximately 30 to 60 foot grid pattern on each pond (as needed) and as-built pond depth.
- c. PIONEER will field as-built depth of muck (when present).
- d. PIONEER will locate visible storm sewer structures and as-built accessible information.
 1. Invert and pipe sizes
- e. PIONEER will drill a hole next to pond inlet and as-built pond depth adjacent to inlet.
- f. PIONEER will prepare and draft a pond as-built exhibit depicting above field information, together with pond surface area and date of measurement for each pond.
- g. PIONEER shall deliver to the City an 11x17 (or larger drawing of field information as an as-built survey, in pdf format, along with a hard copy.
- h. PIONEER shall deliver to the City electronic line work in CAD file and field survey points in Anoka County coordinates.

COST FOR 2017-2018	\$35,000.00
COST FOR 2018-2019	\$36,000.00
COST FOR 2019-2020	\$37,000.00
COST FOR 2020-2021	\$38,000.00
COST FOR 2021-2022	\$39,000.00
TOTAL COST FOR SECTION A	\$185,000.00

EXHIBIT A

WORK SCHEDULE

PIONEER is prepared to begin work as soon as we receive authorization to proceed.

CLIENT RESPONSIBILITIES

- A. The CLIENT will provide PIONEER with electronic files of the previous pond as-builts.
- B. PIONEER will have the right to rely on information contained in documents provided by the CLIENT.
- C. The CLIENT will be responsible for all delivery costs, all printing costs, and all reimbursables.

COMPENSATION

This estimate is for work performed per the services as described in Section A. The total estimated cost for Section A is \$185,000.00. Any additional staking due to stakes being lost or additional staking requested in addition to what is listed in Section A will be extra and invoiced at PIONEER'S hourly rates per the attached Fee Schedule. All fees, costs, and reimbursable expenses will be invoiced directly.

All work will be billed monthly and is due and payable upon receipt. All invoices outstanding thirty (30) days or more from the invoice date will be assessed a finance charge (interest) at the rate of 1.5% per month.

EXTENT OF AGREEMENT

Upon award of the project, this **Exhibit A, PIONEER'S General Conditions to Contract/Agreement for Professional Services**, the attached **Fee Schedule**, and PIONEER'S **Contract** will represent the entire and integrated **AGREEMENT** between the CLIENT and PIONEER. Copies of the above referenced documents are available upon request. This **AGREEMENT** can only be amended by written instrument, signed by both the CLIENT and PIONEER.

Thank you for the opportunity to submit this proposal. If you have any questions or comments concerning our proposal, please do not hesitate to contact me at (651) 681-0621.

Sincerely,
PIONEER ENGINEERING, P.A.
www.pioneereng.com



Blaine Marion
BJM: sd
Enclosures

GENERAL CONDITIONS TO CONTRACT/AGREEMENT
FOR
PROFESSIONAL SERVICES

SECTION 1. SCOPE OF WORK

- 1.1 PIONEER ENGINEERING, P.A. (Hereinafter called PIONEER) shall perform the services defined in the contract/agreement, and shall invoice the CLIENT for those services at the rates shown on the attached FEE SCHEDULE. For extended projects, the billing rates may increase on January 1st or each year at an annual rate not to exceed 10%. Any estimate of cost to the CLIENT as stated in the contract/agreement shall not be considered as a firm figure, but only as an estimate, unless otherwise specifically stated in the contract/agreement. PIONEER will provide additional services under the contract/agreement as authorized by the CLIENT and requested by the CLIENT with charges for those additional services invoiced at the stated rates. PIONEER shall, upon written request, provide estimates for construction costs. Construction cost estimates shall not be considered as a firm figure, but only as an estimate.

SECTION 2. RESPONSIBILITIES

- 2.1 PIONEER will not be responsible for the failure of others to perform in accordance with the specifications of contract/agreement documents, and PIONEER services shall in no way relieve others of their responsibilities.
- 2.2 CLIENT will make available to PIONEER all known information regarding existing and proposed conditions of the site and project to be undertaken. CLIENT will immediately provide PIONEER with any new information which becomes available to it or its contractors which differs materially from information previously provided, including all changes in plans. PIONEER has the right to rely on the information contained in documents provided by the CLIENT.

SECTION 3. ESTIMATED COST

- 3.1 PIONEER will endeavor to perform the work and accomplish the objectives defined in the scope of work within the estimated costs for services provided and schedule proposed. The estimated costs for services provided and schedule proposed are based on our judgment of the requirements known at the time of the proposal. Successful completion within cost and schedule limits can be influenced - favorably or adversely - by changes in work scope and schedule as dictated by CLIENT needs and unforeseen circumstances. PIONEER will notify the CLIENT in advance if schedule or costs for services provided are expected to exceed the estimate. In such event, the CLIENT may wish to (1) authorize additional funds to complete the work as originally defined, (2) redefine the scope of work in order to fit the remaining funds, or (3) request that work be stopped at a specific expenditure level. If option 3 is chosen, PIONEER will share materials completed at the authorized level without further obligation or liability to either party except for payment for work performed.

SECTION 4. PAYMENT, INTEREST AND BREACH

- 4.1 CLIENT agrees to pay invoice(s) on receipt, and to pay interest on unpaid balances beginning thirty days after invoice date at the rate of 1.5% per month, but not to exceed the maximum rate established by law.
- 4.2 In the event CLIENT fails to pay PIONEER within 60 days following the invoice date, PIONEER may consider the default a total breach of the contract/agreement and may, at its discretion, terminate all of its duties without liability to PIONEER or others.
- 4.3 CLIENT agrees to pay all costs incurred in collecting the debt, including all attorney fees.

SECTION 5. INSURANCE

- 5.1 PIONEER will furnish certificates of insurance upon request. If the CLIENT requests increased insurance coverage, PIONEER will take out additional insurance, if obtainable, at the CLIENT'S expense, but shall have no liability beyond the limits and conditions of the insurance coverage.

SECTION 6. LIMITATION OF LIABILITY

- 6.1 In the event PIONEER is held liable for damages, the total cumulative liability of PIONEER, its affiliates, and their respective directors, officers, employees, agents and subcontractors shall not exceed 100% of the gross compensation received by PIONEER, as its fee under the contract/agreement, to a maximum of \$20,000.00.
- 6.2 CLIENT agrees to notify all contractors and others who may perform work in connection with the project of the limitation of liability contained in Section 6.1, and to require as a condition precedent to performing work, the acceptance of a like limitation of liability in favor of PIONEER. In the event CLIENT fails to obtain a like limitation of liability, CLIENT agrees to indemnify PIONEER from and against all liability to contractors and others in excess of the limitation amount.
- 6.3 In the event CLIENT does not wish to limit PIONEER'S liability, PIONEER agrees to waive the limitation provided for in section 6.1 upon written notice from CLIENT received within five (5) days after the date the contract/agreement is executed, and CLIENT agrees to pay additional consideration equivalent to ten (10) percent of PIONEER'S gross compensation for the project, such consideration to be called a Waiver of Limitation of Liability Charge. This charge will in no way be construed as being a charge for insurance of any type but will be increased consideration for the greater risk involved in performing work for which there is no limitation of liability.

SECTION 7. STANDARD OF CARE

- 7.1 In performing it's services, PIONEER will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of it's profession practicing in the same locality. No other warranty is made or intended.

SECTION 8. LIEN RIGHTS

- 8.1 PIONEER hereby gives notice that, pursuant to Minnesota Statute Chapter 514, and as stated in the contract, it retains the right to file a lien against real property in the event of non-payment of invoices for engineering, landscape architecture, surveying, planning or environmental services performed with respect to the subject property. The lien will be prepared and filed in accordance with pertinent laws of the State of Minnesota.

SECTION 9. CONSEQUENTIAL DAMAGES

- 9.1 Neither PIONEER nor CLIENT will be liable to the other for any indirect, incidental, special or consequential damages (including loss of anticipated profits, business interruption or good will of other economic or commercial loss) relating to the services rendered.

SECTION 10. TERMINATION

- 10.1 Either PIONEER or CLIENT may terminate the contract/agreement by giving fourteen (14) days written notice to the other party. In the event of such termination, for whatever cause, the CLIENT shall pay PIONEER the costs that PIONEER has incurred to the effective date of termination, including any obligation, commitments, pro rata overhead, profit and unsettled claims plus any charges due and owing by the CLIENT as of the date of termination to include reasonable termination expenses. Upon payment, any and all obligations and liabilities of the parties hereto shall terminate.

SECTION 11. OWNERSHIP OF DOCUMENTS

- 11.1 The original Drawings and Specifications as instruments of the service are, and shall remain, the property of PIONEER, whether the project for which they are made is executed or not. PIONEER is not to reuse these drawings, or any part thereof, for any other client that PIONEER may have, without the written approval of the CLIENT. These drawings are not to be used by the CLIENT on other projects or extensions to this project except by agreement in writing and with appropriate compensation to PIONEER.
- 11.2 The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless PIONEER from any claim, liability, or cost resulting from unauthorized use of the drawings or documents by the client or any persons or entities that acquires or obtains the drawings or documents from or through the client without written authorization from PIONEER.

SECTION 12. RELATIONSHIP OF PARTIES

- 12.1 PIONEER will act solely as an independent contractor of the CLIENT and not as the CLIENT agent for any purpose. Neither PIONEER nor the CLIENT may enter into any agreement or assume any obligation for the other, and nothing herein may be construed to establish any partnership, joint venture or principal-agent relationship between PIONEER and the CLIENT.

SECTION 13. FORCE MAJEURE

- 13.1 PIONEER will have no liability for any failure to perform or delay in performance due to any circumstances beyond reasonable control, including, but not limited to, strikes, riots, wars, fire, flood, explosion, acts of nature, acts of government, labor disputes, delays in transportation or inability to obtain material or equipment. In the event of any delay in performance due to any such circumstances, the time for performance will be extended by a period of time necessary to overcome the effect of such delay, and the CLIENT will not be entitled to refuse performance or otherwise be relieved of any obligations.

SECTION 14. SUCCESSORS AND ASSIGNS

- 14.1 The CLIENT and PIONEER each binds itself, its successors, assigns and legal representatives to the other party of the contract/agreement and to the successors, assigns and legal representatives of such other party with respect to all provisions of the contract/agreement. Neither the CLIENT nor PIONEER shall assign, set over or transfer his interest in the contract/agreement, in whole, or in part, without the prior written consent of the other, and any act in derogation hereof, shall, at the option of the non-assigning party, render the written contract/agreement terminated.

SECTION 15. ARBITRATION

- 15.1 All claims, disputes and other matters in question arising out of, or relating to, the contract/agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law in the State of Minnesota. Notice of the demand for arbitration shall be filed in writing with the other party to the contract/agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event, shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitation. Arbitration will not limit PIONEER'S mechanic's lien rights.
- 15.2 The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Arbitration of claims arising from the contract/agreement shall not be consolidated with any other arbitration proceedings except by written consent of the parties.

SECTION 16. ENTIRE AGREEMENT

- 16.1 The CLIENT'S engagement of PIONEER to perform work represents the CLIENT'S acceptance of the terms and conditions contained herein, which constitute the entire understanding between PIONEER and the CLIENT and supersede any previous communication, representations or agreements by either party, whether oral or written. The terms and conditions contained herein take precedence over the CLIENT'S additional or different terms and conditions that may be contained in any purchase order, work order, invoice, gate pass, acknowledgment form, manifest or other document forwarded by the CLIENT to PIONEER to which notice of objection is hereby given. Unless otherwise agreed to in writing by an officer of PIONEER, the CLIENT'S engagement of PIONEER is limited to these terms and conditions. PIONEER'S commencement of performance will not be deemed or construed as acceptance of the CLIENT'S additional or different terms and conditions.
- 16.2 No change of any of the terms or conditions herein will be valid or binding on either party unless in writing and signed by the owner or an officer of the CLIENT and by an officer of PIONEER. If any of the provisions hereof are invalid under any applicable statute or rule of law, such provisions are, to that extent, deemed omitted, but the remaining terms and conditions of the contract/agreement will remain otherwise in effect. There are no understandings, agreements, representations or warranties, express or implied, that are not specified herein respecting the subject hereof.

SECTION 17. APPLICABLE LAW

- 17.1 The contract/agreement shall be governed by the laws of the State of Minnesota.

SECTION 18. EEO/AA

- 18.1 PIONEER is an Equal Employment Opportunity/Affirmative Action Employer.

FEE SCHEDULE

Revised 1-01-2017

<u>STAFF TYPE</u>	<u>HOURLY RATE</u>
CLERICAL STENO	\$55.00
PRINCIPAL ENGINEER	\$145.00
SENIOR ENGINEER	\$140.00
PROJECT ENGINEER II	\$125.00
PROJECT ENGINEER I	\$110.00
ENGINEER TECHNICIAN V	\$105.00
ENGINEER TECHNICIAN IV	\$100.00
ENGINEER TECHNICIAN III	\$95.00
ENGINEER TECHNICIAN II	\$90.00
INSPECTOR IV	\$105.00
INSPECTOR III	\$100.00
INSPECTOR/GPS	\$115.00
PRINCIPAL PLANNER	\$145.00
SENIOR PLANNER	\$125.00
PLANNER III	\$115.00
PLANNER II	\$105.00
PLANNER I	\$100.00
PLANNER TECHNICIAN II	\$95.00
PLANNER TECHNICIAN I	\$90.00
LANDSCAPE ARCHITECT III	\$125.00
LANDSCAPE ARCHITECT II	\$100.00
WETLAND SPECIALIST III	\$125.00
WETLAND SPECIALIST II	\$100.00
WETLAND SPECIALIST I	\$90.00
ENVIRONMENTAL TECHNICIAN II	\$100.00
ENVIRONMENTAL TECHNICIAN I	\$90.00
ARBORIST I	\$100.00
PRINCIPAL SURVEYOR	\$145.00
SENIOR SURVEYOR	\$140.00
SURVEYOR II	\$125.00
SURVEYOR I	\$120.00
1 MAN SURVEY CREW	\$120.00
2 MAN SURVEY CREW	\$155.00
3 MAN SURVEY CREW	\$205.00
GPS/SURVEY CREW	\$200.00
SURVEYOR COMPUTER TECHNICIAN V	\$105.00
SURVEYOR COMPUTER TECHNICIAN IV	\$100.00
SURVEYOR COMPUTER TECHNICIAN III	\$95.00
SURVEYOR COMPUTER TECHNICIAN II	\$90.00
EXPERT WITNESS - COURT/DEPOSITION	2 x HOURLY RATE

CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

CONTRACT

PROJECT NO.: 117080
 ORDER DATE: April 25, 2017
 BY: Blaine Marion
 DEPT.: Surveying
 PROJECT NAME: BLAINE 2017-2022 POND AS-BUILTS
 CLIENT NAME: City of Blaine
 PHONE: _____ ORDERED BY: Ms. Rebecca Haug, Water Resources Manager
 ADDRESS: 10801 Town Square Drive NE
 CITY: Blaine STATE: Minnesota ZIP: 55449

WORK TO BE PERFORMED AND SPECIAL INSTRUCTIONS

**SEE PROPOSAL EXHIBIT A DATED APRIL 25, 2017 ATTACHED
 SEE GENERAL CONDITIONS TO CONTRACT/AGREEMENT FOR PROFESSIONAL SERVICES ATTACHED
 SEE FEE SCHEDULE DATED JANUARY 1, 2017 ATTACHED**

In connection with this contract, the property owner is entitled by law to the following notice:

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

BASIS FOR FEE CHARGED: () PERCENTAGE OF CONSTRUCTION () HOURLY RATES
 (X) AS PER EXHIBITS/ATTACHMENTS () AS PER INSTRUCTIONS

Unless agreed in writing, payment for all invoices shall be due net 30 days, after which interest shall be added at a rate of 1.5% per month to the unpaid balance. Pioneer Engineering, P.A. may stop work progress, file a lien to protect debt, bring suit, or take any other action available to collect the debt if invoices are not paid. Client agrees to pay all costs incurred in collecting the debt.

FIRM NAME (If a business): _____
 SIGNED BY (Signature): _____
 TITLE OR POSITION: _____ DATE SIGNED _____
 DISTRIBUTION: 1ST COPY – RETURN TO PIONEER ENGINEERING; 2ND COPY – CLIENT COPY

CONTRACT

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 ORDER DATE: April 25, 2017
 BY: Blaine Marion
 DEPT.: Surveying
 PROJECT NAME: BLAINE 2017-2022 POND AS-BUILTS
 CLIENT NAME: City of Blaine
 PHONE: _____ ORDERED BY: Ms. Rebecca Haug, Water Resources Manager
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