

**WSB & ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement") is made as of the 19th day of December 2022, by and between the City of Blaine with an address of 10801 Town Square Drive NE, Blaine, Minnesota 55449 ("Client"), and WSB & Associates, Inc. dba WSB with offices located at 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416 ("Consultant").

Client and Consultant, for the consideration enumerated herein, do hereby agree as follows:

SECTION 1 / GENERAL CONTRACT TERMS AND CONDITIONS

The General Contract Terms and Conditions shall be as set forth in Exhibit A.

SECTION 2 / SCOPE OF WORK

The scope of work to be performed by Consultant is set forth in Exhibit B. The work and services to be performed hereunder and described in Exhibit B shall be referred to herein and in the General Contract Provisions as the "Project".

SECTION 3 / COMPENSATION

The amount, method and timing for payment to the Consultant shall be in accordance with Exhibit C.

SECTION 4 / WORK SCHEDULE

The preliminary schedule of the work, if required, is set forth in Exhibit B.

SECTION 5 / CLIENT RESPONSIBILITIES

The client responsibilities are set out in Exhibit F.

SECTION 6 / SPECIAL CONDITIONS

Special conditions, if any, are as set forth in Exhibit G.

SECTION 7 / EXHIBITS

The following Exhibits are attached hereto and made a part of this Agreement:

- Exhibit A General Contract Provisions
- Exhibit B Scope of Work
- Exhibit C Compensation
- Exhibit D Insurance Schedule
- Exhibit E Rate Schedule
- Exhibit F Client Responsibilities
- ~~Exhibit G Special Conditions~~

All references to the "Agreement" in this Document and the Exhibits shall mean this Agreement and all of the Exhibits as one integrated Agreement

SECTION 8 / ACCEPTANCE OF AGREEMENT

Upon written acceptance of this Agreement by Client, Consultant shall commence the work. The undersigned hereby accept the terms and conditions of this agreement and Consultant is hereby authorized to perform the services described herein.

CLIENT: CITY OF BLAINE

ADDRESS: 10801 TOWN SQUARE DR NE
BLAINE, MN 55449

BY: _____

NAME: Michelle A. Wolfe

TITLE: City Manager

BY: _____

NAME: Tim Sanders

TITLE: Mayor

CONSULTANT: WSB & ASSOCIATES, INC.

ADDRESS: 701 XENIA AVENUE SOUTH
SUITE 300
MINNEAPOLIS, MN 55416

BY: _____

NAME: Jon Chiglo

TITLE: Chief Operating Officer – Design

**EXHIBIT A
GENERAL CONTRACT PROVISIONS**

ARTICLE 1 – PERFORMANCE OF THE WORK

Consultant shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the Consultant perform any services which are beyond the scope as set forth in the Agreement, or if changed or unforeseen conditions require the Consultant to perform services outside of the original scope, then, Consultant shall promptly notify the Client of cause and nature of the additional services required. Upon notification, Consultant shall be entitled to an equitable adjustment in both compensation and time to perform.

ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client's contractor or consultants; or discovery of any hazardous substance or differing site conditions. If the delays outside of Consultant's control increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

ARTICLE 4 – CONSTRUCTION OBSERVATION

If requested by Client, Consultant shall visit the project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services.

Consultant neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the construction documents. Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors' means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an Additional Service. Consultant and Client shall then enter into a Supplemental Agreement detailing the terms and conditions of the requested project observation.

ARTICLE 5 – OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs, collectively referred to as "Cost Estimates," provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the

Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that the proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of Cost Estimates and Client expressly waives any claims related to the accuracy of opinions of Cost Estimates. If Client wishes greater assurance as to Cost Estimates, Client shall employ an independent cost estimator as part of its Project responsibilities.

ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service and Consultant retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the Consultant may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the Consultant except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against Consultant arising from re-use of the Instruments of Service without Consultant's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the Consultant. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Consultant, and Consultant makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. Consultant shall be entitled to compensation for any consent, verification or adaption of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 7 – PAYMENTS

Payment to Consultant shall be on a lump sum or hourly basis as set out in the Agreement. Consultant is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies Consultant in writing of any disputed items within fifteen (15) days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after thirty (30) days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. Consultant reserves the right to retain instruments of service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or instruments of service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

ARTICLE 8 – SUBMITTALS AND PAY APPLICATIONS

If the Scope of Work includes the Consultant reviewing and certifying the amounts due the Contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in general accordance with the Documents issued by the Consultant. The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Contractor shall remain exclusively responsible for its Work.

If the Scope of Work includes Consultant's review and approval of submittals from the Contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

ARTICLE 9 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that Consultant is not a user, handler, generator, operator, treater, arranger, storer, transporter, or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by Consultant.

The Client agrees to indemnify Consultant and its officers, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind, except that this clause shall not apply to such liability as may arise out of Consultant's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within Consultant's services to be provided under this Agreement.

ARTICLE 10 – INSURANCE

Consultant has procured general and professional liability insurance. On request, Consultant will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits. Additional Insurance requirements are listed in Exhibit D.

ARTICLE 11 – TERMINATION OR SUSPENSION

If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than sixty (60) days through no fault of Consultant, Consultant shall be entitled to either terminate its agreement upon seven (7) days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

This Agreement may be terminated by either party upon thirty (30) days' written notice without cause. Consultant shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data

files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Consultant pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 12 – INDEMNIFICATION

The Consultant agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the Consultant's negligence or willful misconduct.

The Client agrees to indemnify and hold the Consultant harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

ARTICLE 13 – WAIVER OF CONSEQUENTIAL DAMAGES

The Consultant and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the Consultant for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The Consultant and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

ARTICLE 14 – WAIVER OF CLAIMS FOR PERSONAL LIABILITY

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

ARTICLE 15 – ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or Client. This Agreement is for the exclusive benefit of Consultant and Client and there are no other intended beneficiaries of this Agreement.

ARTICLE 16 – CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 17 – CONFIDENTIALITY

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 18 – AVAILABLE INSURANCE PROCEEDS AND LIMITATION OF LIABILITY

Consultant maintains professional liability insurance with a liability limit of not less than \$2,000,000 per claim. The Consultant's total liability to Client shall not exceed the total available insurance policy limits per claim available to Consultant under its professional liability insurance policy. Client hereby agrees that to the fullest extent permitted by law, the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to or arising from this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (Client's Claims) shall not exceed the total policy limits available to Consultant under its professional liability insurance policy for settlement or satisfaction of Client's Claims under the terms and conditions of the Consultant's professional liability insurance policy applicable hereto.

Notwithstanding the language above, Client agrees that with regard to any claim arising from or relating to Consultant's provision of geotechnical engineering services, construction materials testing, special inspections, and/or environmental engineering services, including but not limited to environmental site assessments, that Consultant's liability for any claims asserted by or through Client shall be limited to \$50,000.

Client and Consultant each further agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

ARTICLE 19 – CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the State of Minnesota.

ARTICLE 20 – LOCATION OF UNDERGROUND IMPROVEMENTS

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.

**EXHIBIT B
SCOPE OF WORK
SOUTHEAST AREA STREET RECONSTRUCTION
FINAL DESIGN AND CONSTRUCTION SERVICES**

ARTICLE B.1 – GENERAL SCOPE OF SERVICES

The Client intends to retain the Consultant to provide general engineering and other related professional services for final design and construction as outlined below.

B.1.1 FINAL DESIGN SERVICES

B.1.1.1 Project Management.

a. Administration and General Coordination

Administration of the project will include monthly invoicing, contract amendment requests (if necessary), cost and schedule updates, billing preparation, other non-technical work, communication with the necessary project personnel and all other work to ensure all the project tasks are completed on time, within budget and in accordance with applicable state and federal laws, rules, and regulations.

General coordination of the project will include scheduling, preparing for, and facilitating the following meetings:

- Monthly project management team meetings (Assumes 2 minimum).
- Coordination meeting for permitting requirements with Rice Creek Watershed District (RCWD). One meeting.
- Utility coordination meetings (1 minimum)

b. Quality Assurance and Quality Control Functions (QA/QC)

Consultant will perform QA/QC functions throughout the project duration, from final design through construction, to ensure delivery of a quality product in a timely manner.

No changes in project management personnel will be made without written notice to provide consistency. Conditions where changes in key personnel are unavoidable (personnel no longer employed by the firm) are understood. Substitutions based on new projects or other additional workloads will not be favorably received. Likewise, the Client will notify the selected consultant if there are changes in key personnel for the Client.

Deliverables

- Schedule updates as needed
- Schedule monthly project management team meetings and other meetings identified above
- Submit invoices in a timely manner
- Agendas and meeting minutes

B.1.1.2 Final Design and Plan Preparation. Feedback from Client on the feasibility report will provide the basis for the final design and plan preparation. Once the City Council has ordered the project following the public hearing Consultant will complete the final design, which will include:

- Final pavement design and typical section based on Client requirements.
- Curb replacement as indicated in the feasibility report. Full replacement in Area 1 and spot replacement in Areas 3 and 4.
- Stormwater collection system improvements and additions, including structure repairs, structure and network expansion as necessary, casting adjustments/

repairs and replacements, and draintile installation as necessary.

- Other Client utility improvements such as surface improvements to watermain and sanitary sewer structures, as well as gate valve and curb stop replacements as indicated in the feasibility report

All elements of the final design will be documented in the construction plans prepared for the project. The construction plans will also detail miscellaneous items necessary for construction. The final plan set may consist of the following plan sheets, as well as others necessary for bidding the project:

- Title sheet
- Alignment sheet
- Statement of Estimated Quantities
- Quantity Tabulations
- General Construction Notes
- Removal sheets
- Street and storm sewer plan and profile sheets
- Watermain and sanitary sewer sheets as needed
- Surface Water Pollution Prevention Plan (SWPPP)
- Turf establishment and erosion control plans
- Signing and striping sheets

Final construction plans will be prepared and submitted at the 60% and 95% design stages. These plans will be delivered to the Client and RCWD for review and comment at the 60% and 95% design stages. In addition, the 95% plans will be sent to Anoka County for review at the 95% design stage. This submittal is necessary due to portions of reconstruction occurring within County RW for Areas 1 and 3 of the project, specifically on County Road J and Lexington Avenue. All comments received by the Client, Anoka County, and RCWD will be incorporated into subsequent plans. Early coordination with RCWD has taken place in the feasibility phase of this project and will be advanced during final design.

a. Engineer's Opinion of Probable Cost

In addition to construction plans, Consultant will also prepare an Engineer's Opinion of Probable Cost at the 60% and 95% design stages for review by the Client. The Engineer's Opinion of Probable Costs will be based on the Client's Assessment Policy. Upon receipt of all agency comments from the 95% design stage Consultant will prepare the final Engineer's Opinion of Probable Cost for use by the Client for bidding.

b. Specifications

Consultant will prepare a project specifications package (Project Manual) that will include all materials that the Client will use in bidding including the Client's bid proposal form and special provisions. The Project Manual will include the full set of project specifications and Client standard contract and bidding information. Consultant will prepare the advertisement for bid using the Client's template.

c. Permits

Based on the nature of the construction the following permits will be prepared and submitted by Consultant on behalf of the Client:

- Minnesota Pollution Control Agency – NPDES Construction Activity Permit
- Rice Creek Watershed District Permit
- Anoka County Plan Review and Approval

Deliverables

- 60% Plans
- 95% Plans
- Final Approved Plans

- Engineer's Opinion of Probable Cost (60%, 95%, Final)
- Project Specifications (Project Manual)
- Applicable Permits

B.1.2 CONSTRUCTION SERVICES

B.1.2.1 Project Management. Consultant will provide project management throughout the duration of this project. This will include the following deliverables:

- Prepare materials for and attend the preconstruction meeting and weekly on-site meetings for the duration of the project.
- Communicate with the Client representative and contractor to address project related issues.
- Provide understanding of Client's standard construction practices as they relate to the project.
- Provide the necessary resources and direction to Consultant personnel to ensure project compliance and quality results.
- Review and verify prepared pay vouchers and documented quantities.
- Provide the tools and equipment needed to Consultant personnel to perform and meet the expected outcomes of the project including cell phones, computers, iPad's, PPE, testing equipment, and additional supplies needed to perform the work.
- Provide services required under this contract as necessary to accommodate the contractor's schedule.

B.1.2.2 Contract Administration. Consultant will provide contract administration for this project and will work with the contractor and the Client to ensure construction work and activities will be constructed in accordance with the plans and standards and are correctly and adequately documented throughout the project. Scope of work for this task includes:

- Attend construction meetings for close coordination of day-to-day progress of work and ensure the project is being completed as intended.
- Communicate regularly with involved stakeholders to keep them informed regarding the impact of construction to the area, including neighbors, businesses, and local agencies.
- Review, document, and file contractor permits, submittals, test reports, and certificates of compliance.
- Verify and review all labor submittals meet requirements.
- Accurately verify contract pay items daily.
- Prepare all pay vouchers in accordance to project revenues and expenses.
- Prepare contract change documents and cost estimates with negotiations with the contractor on any contract changes.
- Respond to all contractor requests for information (RFI).
- Complete all necessary field finalizing of the project documentation in accordance with project specifications.

B.1.2.3 Construction Observation and Inspection Services. Consultant will provide Construction Observation and Inspection services through construction of the project and final project closeout. This task will include:

- Record all construction activities daily, making a complete and accurate record of all events.
- Ensure construction practices and materials used on site are compliant with project specifications.
- Accurately measure and record contract pay items daily.

- Perform daily reviews of construction signing, detour signing, and construction traffic control maintenance.
- Perform monthly labor compliance interviews.
- Communicate regularly with the Project Manager, contractor, Client, and involved stakeholders.
- Provide services required under this contract as necessary to accommodate the contractor's schedule and needs.
- Exercise the "Authority and Duties of the Inspector" as necessary.

B.1.2.4 Construction Surveying Services. Consultant will provide survey services through project construction. This will include:

- Verifying datum points are accurate and correct.
- Provide all required construction staking including setting benchmark elevation locations.
- Providing and maintaining records for as-builts.
- Coordinate with contractor on private utility relocations.

Depending on project sequencing and workload, as determined by the contractor, Consultant will adjust Consultant's staffing needs accordingly.

B.1.2.5 As-Built Drawings. Consultant staff will prepare a draft of the as-built drawings for delivery to the Client for review within two (2) months following the completion of construction. Final edits will be made to the drawings and delivered to the Client within one month following the initial review. Services necessary for completion of the as-built drawings will include the following:

- Surveying to locate and identify as-built elevations for all repaired or modified Client utilities.
- Structure measure downs on all structures within the project limits.
- Record Drawing preparation
- Any necessary tie cards for repaired utilities.

B.1.2.6 Environmental Services. Consultant will provide the following environmental services:

- Perform weekly site reviews of temporary and permanent erosion control measures on the project for compliance to applicable permits and specifications.
- Provide weekly inspection report of site compliance items and corrective measures for any deficiencies.
- Modify and amend the project SWPPP as required
- Coordinate with local permitting agencies during project construction

B.1.2.7 Materials Testing Services. Consultant will provide the following construction materials testing services:

- Perform laboratory and field testing for soils and aggregates, concrete, and bituminous.
- Provide reports of testing results to Client and inspection personnel.
- Coordinate with local and on-site staff for scheduling of testing.

ARTICLE B.2 – ADDITIONAL SERVICES

Additional services may be added to this agreement by amendment.

**EXHIBIT C
COMPENSATION
SOUTHEAST AREA STREET RECONSTRUCTION
FINAL DESIGN AND CONSTRUCTION SERVICES**

The Client shall pay the Consultant for Basic Services rendered on an hourly basis not-to-exceed \$367,628.00 as mutually agreed to and deemed fair and reasonable for the particular work to be performed.

Consultant's current fee schedule with hourly rates is attached to this contract as Exhibit E. The rate schedule is for 2023; and will remain in effect for services rendered through December 31, 2023.

The fee schedule will be evaluated on an annual basis by the Consultant and adjusted to account for inflation and other factors. The Consultant will submit a revised fee schedule prior to December 31 on an annual basis. The following represents the compensation terms:

ARTICLE C.1 – PROJECTS

Compensation for the Scope of Work in Exhibit B will be billed hourly, an estimate of hours/costs is included as Exhibit C.1. The estimated fees will not be exceeded without Client authorization.

ARTICLE C.2 – INDEPENDENT CONSULTANTS

The cost of services performed by independent consultants or agencies for environmental evaluation, soil testing, laboratory services, or other services will be billed to the Client at the Consultant's cost with no markup.

ARTICLE C.3 – PAYMENT FOR REVISIONS OR OTHER WORK

If the Client directs that revisions be made to the plans and specifications following approval of the plans and specifications by the Client or if the City Council directs Consultant to perform other work, the Consultant shall be compensated for the cost of such revisions at the hourly fee. The Consultant shall be given additional compensation when additions consist of enlargement or extension of the project. Additional compensation will be on the same basis as agreed to for the original plans and specifications.

ARTICLE C.4 – RECEIPT OF PAYMENT

In order to receive payment for services, the Consultant shall submit monthly invoices describing in detail the services performed in accordance with this contract. Separate statements shall be submitted for each project or a detailed breakdown shall be furnished showing the distribution of charges to each project. The Client shall pay Consultant upon receipt of each monthly invoice. For hourly and percentage of construction cost contracts, the personnel who worked on the project shall be included. Construction services shall include daily reports detailing the time for each day that the individual was working on the project.

ARTICLE C.5 – EXPENSES

Consultant shall be reimbursed for reasonable expenses related to the scope of services of this contract and/or individual projects. The Consultant shall be reimbursed for the actual cost of the expenses, without markup. Typical expenses include, but are not limited to, the following:

- Permit fees
- Plan and specification reproduction fees
- Costs related to the development of project photos

The following shall not be considered reimbursable expenses:

- Mileage
- Mobile phone usage
- Computer equipment time
- Preparation and reproduction of common correspondence
- Mailing

**EXHIBIT C.1 - Compensation
Southeast Area Street Reconstruction (23-08)**

Task	Description	Nic. Hentges	Paul Kyle		Austin Frosig	Bill Alms	Kendra Fallon		Brad Caron		Roxy Robertson	Julie Rivas	Total Hours	Cost
		Project Manager	PM Construction		Graduate Engineer	WR Project Engineer	WR Graduate Engineer	Construction Observer	Engineering Technician	Survey Crew	Senior Survey Tech	Sr. Environmental Scientist		
DESIGN AND BIDDING AND CONSTRUCTION SERVICES														
1	Final Design/Plan Preparation													
	Project Management / QA/QC	30										8	38	\$ 6,816.00
	Agency and Utility Meetings	10			10	4	4						28	\$ 4,640.00
	A. Final Design													
	i. Roadway geometrics and Profiles	12			40								52	\$ 7,600.00
	ii. Storm water collections system				4	8	60		4				76	\$ 11,348.00
	B. Plan Preparation													
	i. Title sheet & construction details	2			6								8	\$ 1,180.00
	ii. Storm water collection facilities details				4	4	10		2				20	\$ 3,034.00
	iii. Removals	4			20		6		2				32	\$ 4,574.00
	iv. Street/Storm Sewer plan and profile	12			120	4	30		12				178	\$ 24,934.00
	v. Watermain and sanitary sewer plan and profile	4			8				2				14	\$ 2,144.00
	vi. Surface water pollution prevention plan (SWPPP)	2			2						8		12	\$ 1,580.00
	vii. Restoration/turf establishment plan	2			10				2		6		20	\$ 2,694.00
	viii. Construction Staging	4			8				2				14	\$ 2,144.00
	ix. Cross-sections	8			40				70				118	\$ 17,440.00
	C. Permits													
	iii. Rice Creek Watershed District	1			4	2	14						21	\$ 3,130.00
	iv. Minnesota Pollution Control Agency - NPDES	1			2						6		9	\$ 1,150.00
	v. Anoka County Review and Approval	4			4								8	\$ 1,320.00
	D. Project Manual	8			6							8	22	\$ 3,196.00
	E. Opinion of Probable Costs	6			24							2	32	\$ 4,524.00
	Final Design / Plan Preparation Subtotal	110			312	22	124		96		20	18	702	\$ 103,448.00
2	Construction Services													
	Project Management													
	Project Management (1 hour per week)	20	20									8	48	\$ 8,216.00
	Contract Administration													
	Pre-Construction Conference	4	4		4			3					15	\$ 2,348.00
	Weekly Meeting (Assume 1 meeting a week for 20 weeks, 2 hours per meeting)	4	20										24	\$ 4,200.00
	Labor Compliance (2.5 Hours per week)													\$ -
	Documentation Review (1/2 hour a week)	8	20		16								44	\$ 7,080.00
	Contract Administration (1/2 hour a week)													\$ -
	Monthly Pay Estimates (6 estimates) (2 hour per month)		6									12	18	\$ 2,244.00
	Final Pay Voucher		4					4				4	12	\$ 1,552.00
	Construction Inspection Services													
	Pre-Project Inspection / Removal Measurements							50					50	\$ 5,800.00
	Full Time Construction Inspection (20 Weeks)							1000					1000	\$ 116,000.00
	Punchlist / Final Inspector							40					40	\$ 4,640.00
	Record Plan Measurements							24					24	\$ 2,784.00
	Construction Surveying Services													
	Construction Survey									220			220	\$ 51,700.00
	Office Support										12		12	\$ 1,680.00
	Record Plans									12	16		28	\$ 5,060.00
	Environmental													
	Weekly NPDES Inspections (2 hours per week, for 24 weeks)				48								48	\$ 5,424.00
	On Site Documentation (1 hours per week, for 24 weeks)				24								24	\$ 2,712.00
	Post Rain Event Inspections (Assume 1 rain event every other week)				48								48	\$ 5,424.00
	Agency Coordination				2								2	\$ 226.00
	Construction Materials Testing													
	Construction Materials Testing													\$ 37,090.00
	Assume 20 weeks construction inspection, 5 days per week, 10 hours per day													
	Subtotal	36	74	122	20			1121		232		24	1657	\$ 264,180.00
Total Hours		146	74	122	332	22	124	1121	96	232	28	20	42	2359
Hourly Rates		200.00	170.00	113.00	130.00	190.00	145.00	116.00	152.00	235.00	140.00	115.00	102.00	
Design Total Direct Labor Costs		\$29,200.00	\$12,580.00	\$13,786.00	\$43,160.00	\$4,180.00	\$17,980.00	\$130,036.00	\$14,592.00	\$54,520.00	\$3,920.00	\$2,300.00	\$4,284.00	\$367,628.00

TOTAL PROPOSED FEE **\$367,628.00**



City of Blaine

Southeast Area Street Reconstruction

CP 23-08 / WSB R-021236-000

Construction Materials Testing Estimate of Costs (2022 SALT)

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost	
Gradation Testing									
3025	Aggregate Base	Random Sampling: > 2000 CY (CV) or 4000 Tons. Divide into lots with lot size no greater than 2000 CY (CV) or 4000 Tons. Test two random samples from each lot and average.	2878 Tons	2	3	\$150.00	\$300.00	\$450.00	
3025	Reclamation FDR	Test at Engineer's discretion. Inspect for oversize chunks (+3'), after the motor grader has overturned the material	50,492 SY	1	4	\$150.00	\$150.00	\$600.00	
							Total Minimum Cost for Section		\$450.00
							Total Probable Cost for Section		\$1,050.00

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Major Soil Types	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost	
Proctor Test									
3260	Proctor Test	1 / Major soil type. Additionally, one for each granular material, if using specified density.	Embankment Subgrade Trench Backfill	4	6	\$150.00	\$600.00	\$900.00	
							Total Minimum Cost for Section		\$600.00
							Total Probable Cost for Section		\$900.00

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost	
Compaction Testing - Nuclear Density Gauge and Dynamic Cone Penetrometer									
3500	Aggregate Base	1 DCP tests per 500 CY (CV) or 1 per 1000 Tons. If test rolled, 1 test / 1,500 CY (CV) or 3000 Tons.	2878 Tons	3	4	\$45.00	\$135.00	\$180.00	
3500	Reclamation FDR	1 DCP test per 3,000 SY. If test rolled, 1 test / 10,000 SY.	50,492 SY	17	22	\$45.00	\$765.00	\$990.00	
3510	Non-Granular Materials	Roadway Embankment: 1 test per 4,000 CY (CV). If test rolled, 1 test per 10,000 CY (CV).	5049 CY	2	3	\$17.00	\$34.00	\$51.00	
3510		Structures and Longitudinal Trenches (Sidewalk/Trails/Watermain/Storm Sewer/Sanitary Sewer/Retaining Walls): 1 test per 500 feet of each structure length per every 2 feet of fill.	Storm: 614 LF (Avg Depth @ 4 ft)	4	5	\$17.00	\$68.00	\$85.00	
3510		Subgrade Preparation: 1 test per 25 road stations. 100% proctor density	312+52 RDST	13	17	\$17.00	\$221.00	\$289.00	
							Total Minimum Cost for Section		\$1,223.00
							Total Probable Cost for Section		\$1,595.00

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost	
Moisture Content Test									
3250	Aggregate Base	1 / 1,000 CY up to 10 maximum. For Quality Compaction: Test as directed by Engineer.	2878 Tons	2	2	\$15.00	\$30.00	\$30.00	
3250	Full Depth Reclamation (FDR)	1 / 10,000 CY	50,492 SY	6	6	\$15.00	\$90.00	\$90.00	
3250	All Embankment Materials	1 / 10,000 CY up to 10 maximum. For Quality Compaction: Test as directed by Engineer.	Common: 5049 CY	1	1	\$15.00	\$15.00	\$15.00	
3250	Subgrade Preparation	1 per 25 Road Stations For Quality Compaction: Test as directed by Engineer.	312+52 RDST	13	13	\$15.00	\$195.00	\$195.00	
2451 Material: 1 per structure.							Total Minimum Cost for Section		\$330.00
							Total Probable Cost for Section		\$330.00

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Number of Sources	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost	
Aggregate Quality									
4030	Aggregate Base Recycled/Salvaged/Reclaimed Bitumen content	1 per source (unless directed by Engineer)	2 Sources (FDR & Imported)	2	2	\$150.00	\$300.00	\$300.00	
							Total Minimum Cost for Section		\$300.00
							Total Probable Cost for Section		\$300.00

Test Type/Material	Minimum Required Testing Rate
Depth Check	
Reclamation FDR	1 per day unless directed by Engineer *Assuming responsibility of on-site representative.

Test Type/Material	Minimum Required Testing Rate
Test Rolling	
Test Rolling	As directed by the Engineer the contractor will perform test rolling at the top of all subgrade, base layers (2211), non stabilized FDR (2215) and granular layers not meeting the requirements of 3149.2B2 (2105 & 2106). Minimum 12' width and 300' length. Agency to observe test rolling. See G&B Manual 5-692.270. *Assuming responsibility of on-site representative.

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost	
Concrete Testing									
2040	Concrete Testing	1 / 100 CY / mix type / day (1 set of 4 cylinders) *Field Cure Cylinders = Additional. Casted Upon Request*	Curb/Gutter: 1040 CY Valley Gutter: 88 CY Walk: 46 CY Drive: 190 CY	15	30	\$120.00	\$1,800.00	\$3,600.00	
							Total Minimum Cost for Section		\$1,800.00
							Total Probable Cost for Section		\$3,600.00

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost	
Bituminous Testing									
4090	Verification Testing - MnDOT Gyrotory Mix Properties	1 / mix type / day	9.5 W (3,C): 4729 T 12.5NW (3,C): 6304 T	8	10	\$550.00	\$4,400.00	\$5,500.00	
4080	Compaction / Density Testing	Per Project Special Provisions		24	30	\$50.00	\$1,200.00	\$1,500.00	
							Total Minimum Cost for Section		\$5,600.00
							Total Probable Cost for Section		\$7,000.00

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Number of Sources	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost	
Miscellaneous Testing									
3253	Topsoil Material - Gradation, Hydrometer, Organic Content, pH	As directed by the Engineer	2912 CY	0	1	\$280.00	\$0.00	\$280.00	
							Total Minimum Cost for Section		\$0.00
							Total Probable Cost for Section		\$280.00

WSB Unit	Project Charges	Rate (\$)	Quantity	Subtotal
CMT02	Field Technician Time	85	125	\$10,625.00
2130	Trip Charge	30	90	\$2,700.00
CMT01	Sample Pick-Up Time	65	80	\$5,200.00
CMT90	Project Administration	75	2	\$150.00
CMT70	Project Assistant	95	24	\$2,280.00
CMT80	Project Engineer	135	8	\$1,080.00
Field and Overhead Subtotal				\$22,035.00
Testing Subtotal (minimum-probable)				\$10,303.00 - \$15,055.00

Total Estimated Minimum Cost	\$32,338.00
Total Estimated Probable Cost	\$37,090.00

**EXHIBIT D
INSURANCE SCHEDULE**

GENERAL LIABILITY

Broker:	Marsh & McLennan Agency, LLC	
Type of Insurance:	Commercial General Liability	
Coverage:	General Aggregate	\$4,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$2,000,000
	Each Occurrence	\$2,000,000
	Damage to Rented Premises	\$100,000
	Medical Expenses (Any one person)	\$25,000

AUTOMOBILE LIABILITY

Broker:	Marsh & McLennan Agency, LLC	
Type of Insurance:	Any Auto	
Coverage:	Combined Single Limit	\$2,000,000

UMBRELLA

Broker:	Marsh & McLennan Agency, LLC	
Coverage:	Each Occurrence/Aggregate	\$10,000,000

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

Broker:	Marsh & McLennan Agency, LLC	
Coverage:	<u>Statutory</u>	
	Each Accident	\$ 1,000,000
	Disease-Policy Limit	\$ 1,000,000
	Disease-Each Employee	\$ 1,000,000

PROFESSIONAL LIABILITY

Broker:	H. Robert Anderson and Associates, Inc.	
Coverage:	Each Claim	\$ 5,000,000
	Annual Aggregate	\$ 10,000,000

Certificates of Insurance will be provided upon request.

2023 Rate Schedule



	Billing Rate/Hour
SR. PRINCIPAL SR. ASSOCIATE	\$235
PRINCIPAL ASSOCIATE	\$173 – \$223
SR. PROJECT MANAGER SR. PROJECT ENGINEER	\$173 – \$223
PROJECT MANAGER	\$152 – \$170
PROJECT ENGINEER GRADUATE ENGINEER	\$102 – \$169
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$68 – \$167
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$78 – \$162
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$68 – \$160
PLANNER SR. PLANNER	\$80 – \$167
GIS SPECIALIST SR. GIS SPECIALIST	\$78 – \$167
CONSTRUCTION OBSERVER	\$104 – \$135
SURVEY	
One-Person Crew	\$175
Two-Person Crew	\$235
OFFICE TECHNICIAN	\$60 – \$102

Costs associated with word processing, cell phones and reproduction of common correspondence are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

**EXHIBIT F
CLIENT RESPONSIBILITIES**

The Client's responsibilities related to the services to be provided by Consultant are generally as set out below. These responsibilities can be modified through Supplemental Agreements.

In order to permit the Consultant to perform the services required under this Agreement, the Client shall, in proper time and sequence and where appropriate to the Project, at no expense to the Consultant:

ARTICLE F.1

Provide available information as to its requirements for the Project, including copies of any design and construction standards and comprehensive plans which the Client desires Consultant to follow or incorporate into its work.

ARTICLE F.2

Guarantee access to and make all provisions for the Consultant to enter upon public and private lands to enable the Consultant to perform its work under this Agreement.

ARTICLE F.3

Provide such legal, accounting and insurance counseling services as may be required for this Project.

ARTICLE F.4

Notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in the Project construction or design.

ARTICLE F.5

Designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services required under this Agreement.

ARTICLE F.6

Act promptly to approve all pay requests, Supplemental Agreements, or request for information by Consultant as set out below.

ARTICLE F.7

Furnish data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data.

ARTICLE F.8

Require all Utilities with facilities in the Client's Right of Way to Locate and mark said utilities upon request, Relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

ARTICLE F.9

Review all reports, sketches, drawings, specifications and other documents prepared and presented by the Consultant, obtain advice of legal, accounting and insurance counselors or others as Client deems necessary for such examinations and render in writing decisions pertaining thereto.

ARTICLE F.10

Where appropriate, endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Consultant of any work on the Project.

ARTICLE F.11

Provide record drawings and specifications for all existing physical plants of facilities which are pertinent to the Project.

ARTICLE F.12

Provide the foregoing in a manner sufficiently timely so as not to delay the performance by the Consultant of the services in accordance with the Contract Documents.

ARTICLE F.13

Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

ARTICLE F.14

Client shall bear all costs incidental to compliance with the requirements of this article.