



**Proposal
for
Harpers Park Improvement
CP NO. 15-06
Blaine, Minnesota**



Prepared by:
PI**NEER***engineering*

March 9, 2015

Mr. Tom Scott
City of Blaine
10801 Town Square Drive NE
Blaine, Minnesota 55449

RE: **Harpers Park Improvements CP No. 15-06**
Blaine, Minnesota
P.E. Project 115045

Dear Mr. Scott:

Pioneer Engineering is pleased to submit this proposal for Design and Engineering Services for the Harpers Park Improvements. This proposal is in response to the Request for Proposal issued by the City of Blaine.

Enclosed you will find a comprehensive proposal outlining a proposed work plan and approach, project timeline, and a cost breakdown of services.

We greatly appreciate the opportunity of being considered for this proposal and look forward to assisting you with your project. Please call me at (651) 251-0630 if you have any questions.

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

Paul J. Cherne, P.E.

Project Scope

The City is proposing to construct park improvements in Harpers Park. The new construction will consist of clearing, grubbing, grading, trails, park shelter, park furnishings and irrigation. The consultant will provide the following services:

1. Subsurface exploration
2. Topographic survey
3. Grading and erosion control plan
4. Prepare a SWPPP
5. Prepare permit applications for CCWD and MPCA
6. Prepare a cost estimate
7. Prepare final construction plans and bid documents to construct the project
8. Provide part time onsite observation
9. Attend site meetings
10. Provide construction staking
11. Prepare record drawings

Scope of Services

Project Management Meetings

Pioneer Engineering will attend the following meetings with City staff: kick off meeting, preliminary design meeting, final design meeting, and a preconstruction conference. Following the design review meetings Pioneer Engineering will revise the plan based on the information gathered.

Design Services

Pioneer Engineering will develop a preliminary plan based on response from the City after reviewing the concept plan. Pioneer Engineering will work with City staff to refine the preliminary plan.

The Design Development will include:

- Detailed site plan
- Refined plans with input from City staff
- Final construction documents
- Tree preservation plan
- SWPPP
- Permit applications

Surveying Services

Pioneer Engineering will develop a tree preservation plan and provide construction staking for site improvements

Construction Services

The Construction Services phase will include:

- On-site construction observation as needed
- Site meetings
- As built record plans in Auto CAD dwg format

Project Timeline

April 2	Kick-Off Meeting
April 6 – April 28	Design Services
April 28 – May 15	Staff Review
May 15 – June 18	Permitting & Approvals
June 18 – July 23	Project Bidding/Award, Execute Contracts
August 10 – October 30	Construction
May 2016	Final Acceptance

Harper Park Improvements

Sub Consultants

Ken Arndt
Sr. Forest Ecologist/Wetland Specialist
Midwest Natural Resources, Inc.
1032 West Seventh St. #150
St. Paul, MN 55102
ken.arndt@mnrinc.us
651-788-0641
www.mnrinc.us

Paul Haugo
Haugo GeoTechnical Services, LLC
Cell 612-554-4829
Office 612-729-2959
Fax# 763-445-2238
phaugo@haugogts.com
www.haugogts.com

March 9, 2015

EXHIBIT A

Mr. Tom Scott
City of Blaine
10801 Town Square Drive NE
Blaine, Minnesota 55449

RE: **Harpers Park Improvements**
 Blaine, Minnesota
 P.E. Project 115045

Dear Mr. Scott:

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

SERVICES

A. PROJECT MANAGEMENT MEETINGS

1. Kick-Off Meeting
2. Preliminary Design Meeting
3. Final Design Meeting
4. Preconstruction Meeting

ESTIMATED COST FOR SECTION A

\$2,180.00

EXHIBIT A

B. DESIGN SERVICES

1. Prepare preliminary construction plans
2. Prepare SWPPP
3. Submit plans to City staff and CCWD for review
4. Prepare tree preservation plan
5. Prepare geotechnical exploration report
6. Prepare final construction plans incorporating staff comments
7. Prepare specifications and project quantities
8. Submit application and plans to CCWD for approval

ESTIMATED COST FOR SECTION B **\$11,300.00**

C. SURVEY SERVICES

1. Prepare topographic and tree survey
2. Provide construction staking one time for erosion control fence, structures, drainage swales, and trails
3. Provide record grading plans

ESTIMATED COST FOR SECTION C **\$2,385.00**

D. CONSTRUCTION SERVICES

1. Provide on-site inspection as needed
2. Consult with City staff as needed during construction

ESTIMATED COST FOR SECTION D **\$1,220.00**

CLIENT RESPONSIBILITIES

- A. PIONEER will have the right to rely on information provided by the CLIENT.
- B. The CLIENT will be responsible for all permit application fees.
- C. The CLIENT shall provide topographic survey, standard specifications and details in electronic format

EXHIBIT A

COMPENSATION

The estimated cost not to exceed for Sections A through D is \$17,085.00. 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. Any work on this project in 2016 or later will be subject to a 5% increase per year.

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. This **AGREEMENT** can only be amended by written instrument, signed by both the CLIENT and PIONEER. Copies of the above referenced documents are available upon request.

We greatly appreciate the opportunity of being considered for this proposal and look forward to assisting you with your project. We are able to commence work immediately upon written notice. Please call me at (651) 251-0630 if you have any questions.

Sincerely,

PIONEER ENGINEERING, P.A.

www.pioneereng.com



Paul J. Cherne, P.E.

CONTRACT

PROJECT NO.: 115045
ORDER DATE: March 09, 2015
BY: PAUL J. CHERNE, P.E.
DEPT.: ENGINEERING

PROJECT NAME: **Harpers Park Improvements CP No 15-06**
CLIENT NAME: City of Blaine
PHONE: _____ ORDERED BY: Tom Scott
ADDRESS: 10801 Town Square Drive NE
CITY: Blaine STATE: MN ZIP: 55449

WORK TO BE PERFORMED AND SPECIAL INSTRUCTIONS

SEE PROPOSAL EXHIBIT A DATED MARCH 09, 2015
SEE GENERAL CONDITIONS TO CONTRACT/AGREEMENT FOR PROFESSIONAL SERVICES ATTACHED
SEE FEE SCHEDULE DATED JANUARY 1, 2015 ATTACHED
MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS

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
 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

PROJECT NO.: 115045
ORDER DATE: March 09, 2015
BY: PAUL J. CHERNE, P.E.
DEPT.: ENGINEERING
PROJECT
NAME: **Harpers Park Improvements CP No 15-06**
CLIENT NAME: City of Blaine
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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

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 1-01-2015

	<u>STAFF TYPE</u>	<u>HOURLY RATE</u>
200	CLERICAL STENO	\$50.00
300	PRINCIPAL ENGINEER	\$130.00
310	SENIOR ENGINEER	\$125.00
320	PROJECT ENGINEER II	\$115.00
330	PROJECT ENGINEER I	\$100.00
340	ENGINEER TECHNICIAN V	\$95.00
350	ENGINEER TECHNICIAN IV	\$90.00
360	ENGINEER TECHNICIAN III	\$85.00
370	ENGINEER TECHNICIAN II	\$80.00
380	INSPECTOR IV	\$95.00
390	INSPECTOR III	\$90.00
391	INSPECTOR/GPS	\$105.00
400	PRINCIPAL PLANNER	\$130.00
405	SENIOR PLANNER	\$115.00
410	PLANNER III	\$105.00
420	PLANNER II	\$95.00
430	PLANNER I	\$90.00
440	PLANNER TECHNICIAN II	\$85.00
450	PLANNER TECHNICIAN I	\$80.00
460	LANDSCAPE ARCHITECT III	\$115.00
470	LANDSCAPE ARCHITECT II	\$90.00
480	WETLAND SPECIALIST III	\$115.00
481	WETLAND SPECIALIST II	\$90.00
482	WETLAND SPECIALIST I	\$80.00
490	ENVIRONMENTAL TECHNICIAN II	\$90.00
491	ENVIRONMENTAL TECHNICIAN I	\$80.00
495	ARBORIST I	\$90.00
500	PRINCIPAL SURVEYOR	\$130.00
510	SENIOR SURVEYOR	\$125.00
520	SURVEYOR II	\$115.00
530	SURVEYOR I	\$110.00
539	1 MAN SURVEY CREW	\$110.00
540	2 MAN SURVEY CREW	\$140.00
550	3 MAN SURVEY CREW	\$186.00
560	GPS/SURVEY CREW	\$180.00
571	SURVEYOR COMPUTER TECHNICIAN V	\$95.00
572	SURVEYOR COMPUTER TECHNICIAN IV	\$90.00
573	SURVEYOR COMPUTER TECHNICIAN III	\$85.00
574	SURVEYOR COMPUTER TECHNICIAN II	\$80.00
580	PREVAILING WAGE - 1 MAN SURVEY CRE	\$130.00
581	PREVAILING WAGE - 2 MAN SURVEY CRE	\$185.00
582	PREVAILING WAGE - 3 MAN SURVEY CRE	\$256.00
	EXPERT WITNESS - COURT/DEPOSITION	2 x HOURLY RATE