



REPORT TO CITY COUNCIL

Report Prepared by: Nancy Malecha & Tim Houle

Date: February 4, 2020

Subject: Rasmussen Road & South Washington Avenue Improvement Project

Report:

A. **Consider Bids**

Attached is the Engineer's Letter of Recommendation for Bid Award and the Tabulation of Bids for the Rasmussen Road & South Washington Avenue Road & Utilities Improvement Project. We recommend the Council award the contract to RL Larson Excavating Inc. in the amount of \$2,396,792.43 as the lowest responsive, responsible bidder.

B. **Construction Phase Engineering Services Proposal**

Attached is the Proposal for Construction Phase Engineering Services from Widseth Smith Nolting (WSN) in the estimated amount of \$168,000 for Council consideration. These services relate to administration, staking, and observation during the construction process.

C. **General Obligation Bond Preliminary Report**

Nancy Malecha is currently working with the City's financial consultant, Jason Murray from David Drown Associates, on a preliminary general obligation bond report for this Project. Due to the short timeframe between the bid opening and the agenda packet deadline, this preliminary report will be presented to the Council at the Meeting.

Jason Murray will be present at the March 5th City Council Meeting to present and review the final report and seek Council approval.

Council Action Requested:

- A. Council motion awarding the Rasmussen Road and South Washington Avenue Road & Utilities Improvement Project to RL Larson Excavating in the amount of \$2,396,792.43.
- B. Council motion approving the Construction Phase Engineering Services Proposal from WSN in the estimated amount of \$168,000.

January 28, 2020



Honorable Mayor and City Council
City of Pequot Lakes
4638 Main Street
Pequot Lakes, MN 56472

Brainerd Baxter
7804 Industrial Park Road
PO Box 2720
Baxter, MN 56425-2720

218.829.5117
218.829.2517
Brainerd@wsn.us.com

WidsethSmithNolting.com

**RE: Rasmussen & S. Washington Road & Utilities Improvement Project
Engineer's Letter of Recommendation for Bid Award
WSN No. 0130B0072.000**

Dear Mayor and City Council:

Pursuant to authority of the City Council and after proper legal advertisement, bids for the above referenced project were obtained at 10:00 a.m. in the Pequot Lakes City Hall on January 28, 2020.

The following unit price bids were received:

RL Larson Excavating Inc.	\$ 2,396,792.43
Larson Excavating Contractors Inc.	\$ 2,482,920.05
Borden Excavating Inc.	\$ 2,541,322.50
Kuechle Underground Inc.	\$ 2,678,960.95
J.R. Ferche Inc.	\$ 2,809,491.00
R&R Excavating Inc.	\$ 3,024,821.80
Gladen Construction Inc.	\$ 3,370,000.00
Engineer's Estimate	\$ 2,636,714.60

Details of all bids are shown on the attached Tabulation of Bids. The bids were conforming to the plans, specifications, and advertisement.

Should the Council elect to proceed, we recommend that the Contract be awarded to RL Larson Excavating, Inc., the lowest responsive, responsible bidder, on the basis of the unit prices in the bid proposal.

WIDSETH SMITH NOLTING

A handwritten signature in black ink that reads "Timothy M. Houle". The signature is written in a cursive style with a large initial 'T'.

Timothy M. Houle, P.E.

Enc. Tabulation of Bids – 3 pages

c: Tony Pohl, WSN
WSN File

WIDSETH SMITH NOLTING
7804 Industrial Park Road, Baxter, MN 56425
PHONE 218-829-5117

TABULATION OF BIDS

NAME: Rasmussen Road & South Washington Avenue Road and Utilities Improvement Project

CLIENT: City of Pequot Lakes DATE: January 28, 2020
PROJECT NO: 130B0072 TIME: 10:00 am

ITEM NO	SPEC NO	ITEM DESCRIPTION	CONTRACT QUANTITY	ENGINEER'S ESTIMATE				J.L. Larson Excavating, Inc.		Larson Excavating Contractors, Inc.		Borden Excavating, Inc.		Kueckle Underground, Inc.		J.R. Ferche, Inc.		R & R Excavating, Inc.		Glades Construction, Inc.			
				UNIT		AMOUNT		UNIT		AMOUNT		UNIT		AMOUNT		UNIT		AMOUNT		UNIT		AMOUNT	
				PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
1	2021 501	MOBILIZATION	1	LUMP SUM	\$100,000.00	\$100,000.00	\$60,000.00	\$60,000.00	\$69,288.00	\$69,288.00	\$75,000.00	\$75,000.00	\$133,000.00	\$133,000.00	\$125,000.00	\$125,000.00	\$72,882.35	\$72,882.35	\$246,937.67	\$246,937.67			
2	2101 505	CLEARING	4 03	ACRE	\$5,000.00	\$20,150.00	\$2,100.00	\$8,463.00	\$5,000.00	\$20,150.00	\$4,000.00	\$16,120.00	\$6,000.00	\$24,180.00	\$5,800.00	\$23,374.00	\$5,000.00	\$20,150.00	\$6,000.00	\$24,180.00			
3	2101 505	GRUBBING	4 03	ACRE	\$5,000.00	\$20,150.00	\$2,100.00	\$8,463.00	\$5,000.00	\$20,150.00	\$4,000.00	\$16,120.00	\$6,000.00	\$24,180.00	\$5,800.00	\$23,374.00	\$5,000.00	\$20,150.00	\$6,000.00	\$24,180.00			
4	2104 502	REMOVE MANHOLE (SANITARY)	6	EACH	\$850.00	\$5,100.00	\$300.00	\$1,800.00	\$150.00	\$900.00	\$1,000.00	\$6,000.00	\$250.00	\$1,500.00	\$750.00	\$4,500.00	\$584.90	\$3,509.40	\$1,350.00	\$8,100.00			
5	2104 502	REMOVE DRAINAGE STRUCTURE	2	EACH	\$800.00	\$1,200.00	\$300.00	\$600.00	\$150.00	\$300.00	\$1,000.00	\$2,000.00	\$250.00	\$500.00	\$750.00	\$1,500.00	\$846.09	\$1,692.18	\$1,100.00	\$2,200.00			
6	2104 502	REMOVE GATE VALVE AND BOX	9	EACH	\$350.00	\$3,150.00	\$200.00	\$1,800.00	\$25.00	\$225.00	\$200.00	\$1,800.00	\$250.00	\$1,800.00	\$500.00	\$4,500.00	\$174.13	\$1,567.17	\$750.00	\$6,750.00			
7	2104 502	REMOVE HYDRANT	4	EACH	\$900.00	\$3,600.00	\$200.00	\$800.00	\$100.00	\$400.00	\$500.00	\$2,000.00	\$300.00	\$1,200.00	\$500.00	\$2,000.00	\$391.60	\$1,567.20	\$750.00	\$3,000.00			
8	2104 502	REMOVE MAILBOX	35	EACH	\$100.00	\$3,500.00	\$60.00	\$2,100.00	\$51.00	\$1,785.00	\$40.00	\$1,400.00	\$25.00	\$875.00	\$75.00	\$2,625.00	\$25.00	\$875.00	\$60.00	\$2,100.00			
9	2104 502	SALVAGE HYDRANT	1	EACH	\$2,000.00	\$2,000.00	\$400.00	\$400.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$1,567.18	\$1,567.18	\$1,450.00	\$1,450.00			
10	2104 503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	172	LN FT	\$8.00	\$1,376.00	\$6.00	\$1,032.00	\$4.00	\$688.00	\$10.00	\$1,720.00	\$4.00	\$688.00	\$6.00	\$1,032.00	\$4.75	\$817.00	\$6.00	\$1,032.00			
11	2104 503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	956	LN FT	\$3.75	\$3,585.00	\$2.50	\$2,390.00	\$4.00	\$3,824.00	\$6.00	\$5,736.00	\$3.00	\$2,668.00	\$2.50	\$2,390.00	\$1.85	\$1,768.00	\$4.00	\$3,824.00			
12	2104 503	REMOVE WATER MAIN	3355	LN FT	\$5.00	\$16,775.00	\$2.00	\$6,710.00	\$1.00	\$3,355.00	\$15.00	\$50,325.00	\$5.00	\$16,775.00	\$10.00	\$33,550.00	\$1.40	\$4,697.00	\$13.00	\$43,815.00			
13	2104 503	REMOVE WATER SERVICE	635	LN FT	\$4.00	\$2,540.00	\$1.00	\$635.00	\$1.00	\$635.00	\$15.00	\$9,525.00	\$1.00	\$635.00	\$10.00	\$6,350.00	\$2.47	\$1,568.45	\$17.00	\$10,795.00			
14	2104 503	REMOVE SANITARY SEWER SERVICE	652	LN FT	\$5.00	\$3,260.00	\$1.00	\$652.00	\$1.00	\$652.00	\$15.00	\$9,780.00	\$1.00	\$652.00	\$10.00	\$6,520.00	\$2.40	\$1,568.40	\$13.00	\$8,476.00			
15	2104 503	REMOVE SEWER PIPE (STORM)	61	LN FT	\$20.00	\$1,220.00	\$16.00	\$976.00	\$5.00	\$305.00	\$20.00	\$1,220.00	\$15.00	\$975.00	\$15.00	\$975.00	\$16.94	\$1,033.34	\$25.00	\$1,525.00			
16	2104 503	REMOVE SEWER PIPE (SANITARY)	1528	LN FT	\$10.00	\$15,280.00	\$1.00	\$1,528.00	\$1.00	\$1,528.00	\$15.00	\$22,920.00	\$1.00	\$1,528.00	\$10.00	\$15,280.00	\$1.03	\$1,573.84	\$14.00	\$21,392.00			
17	2104 503	REMOVE CURB AND GUTTER	236	LN FT	\$4.00	\$944.00	\$5.00	\$1,180.00	\$3.00	\$708.00	\$10.00	\$3,600.00	\$5.00	\$1,800.00	\$10.00	\$3,600.00	\$9.43	\$2,225.48	\$8.50	\$3,400.00			
18	2104 503	REMOVE CURB	75	LN FT	\$4.00	\$300.00	\$5.00	\$375.00	\$3.00	\$225.00	\$10.00	\$750.00	\$4.00	\$300.00	\$15.00	\$1,125.00	\$14.01	\$1,050.75	\$7.50	\$562.50			
19	2104 503	REMOVE CONCRETE RETAINING WALL	122	LN FT	\$30.00	\$3,660.00	\$5.00	\$610.00	\$10.00	\$1,220.00	\$15.00	\$1,830.00	\$10.00	\$1,220.00	\$20.00	\$2,440.00	\$19.27	\$2,350.94	\$45.00	\$5,490.00			
20	2104 503	REMOVE WOOD RETAINING WALL	14	LN FT	\$75.00	\$1,050.00	\$20.00	\$280.00	\$25.00	\$350.00	\$50.00	\$700.00	\$25.00	\$350.00	\$40.00	\$560.00	\$66.11	\$925.54	\$75.00	\$1,050.00			
21	2104 503	SALVAGE RETAINING WALL	22	LN FT	\$85.00	\$1,870.00	\$10.00	\$220.00	\$25.00	\$550.00	\$100.00	\$2,200.00	\$65.00	\$1,430.00	\$100.00	\$2,200.00	\$41.66	\$916.52	\$100.00	\$2,200.00			
22	2104 504	REMOVE CONCRETE PAVEMENT	240	SQ YD	\$15.00	\$3,600.00	\$7.00	\$1,680.00	\$5.00	\$1,200.00	\$10.00	\$2,400.00	\$4.00	\$960.00	\$8.00	\$1,920.00	\$10.84	\$2,601.60	\$7.00	\$1,680.00			
23	2104 504	REMOVE BITUMINOUS PAVEMENT	18108	SQ YD	\$4.00	\$72,432.00	\$2.50	\$45,270.00	\$3.55	\$64,283.40	\$3.00	\$54,324.00	\$4.00	\$72,432.00	\$2.50	\$45,270.00	\$3.44	\$62,291.52	\$2.00	\$36,216.00			
24	2104 518	REMOVE CONCRETE WALK	622	SQ FT	\$2.50	\$1,555.00	\$2.00	\$1,244.00	\$1.00	\$622.00	\$5.00	\$3,110.00	\$2.00	\$1,244.00	\$5.00	\$3,110.00	\$10.13	\$6,300.86	\$3.25	\$2,021.50			
25		TEMPORARY POSTAL SERVICE	1	LUMP SUM	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$8,500.00	\$8,500.00			
26	2104 601	REMOVE MISCELLANEOUS STRUCTURES (WOOD STEPS)	1	LUMP SUM	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$850.00	\$850.00	\$1,000.00	\$1,000.00	\$925.57	\$925.57	\$1,000.00	\$1,000.00			
27	2104 602	SALVAGE SIGN SPECIAL (911)	19	EACH	\$50.00	\$950.00	\$12.00	\$228.00	\$10.20	\$193.80	\$30.00	\$570.00	\$25.00	\$475.00	\$20.00	\$380.00	\$25.00	\$475.00	\$30.00	\$570.00			
28	2104 602	SALVAGE SIGN	27	EACH	\$100.00	\$2,700.00	\$15.00	\$405.00	\$142.80	\$3,855.60	\$75.00	\$2,025.00	\$60.00	\$1,800.00	\$150.00	\$4,050.00	\$25.00	\$675.00	\$35.00	\$945.00			
29	2105 507	COMMON EXCAVATION (P)	8172	CU YD	\$20.00	\$163,440.00	\$20.00	\$163,440.00	\$12.00	\$98,064.00	\$8.00	\$65,376.00	\$13.00	\$106,236.00	\$25.00	\$204,300.00	\$21.69	\$177,250.68	\$12.75	\$104,193.00			
30	2105 507	CHANNEL AND POND EXCAVATION (P)	5800	CU YD	\$15.00	\$87,000.00	\$15.00	\$87,000.00	\$12.00	\$69,600.00	\$8.00	\$46,400.00	\$13.00	\$75,400.00	\$15.00	\$87,000.00	\$16.73	\$97,034.00	\$14.00	\$81,200.00			
31	2118 509	AGGREGATE SURFACING, CLASS 5	155	TON	\$40.00	\$6,200.00	\$20.00	\$3,100.00	\$20.40	\$3,162.00	\$30.00	\$4,650.00	\$17.00	\$2,635.00	\$25.00	\$3,875.00	\$27.59	\$4,276.45	\$20.00	\$3,100.00			
32	2123 51	COMMON LABORERS	24	HOUR	\$100.00	\$2,400.00	\$120.00	\$2,880.00	\$65.00	\$1,560.00	\$75.00	\$1,800.00	\$85.00	\$2,040.00	\$100.00	\$2,400.00	\$98.62	\$2,366.88	\$65.00	\$1,560.00			
33	2123 61	SKID LOADER	24	HOUR	\$150.00	\$3,600.00	\$135.00	\$3,240.00	\$100.00	\$2,400.00	\$100.00	\$2,400.00	\$120.00	\$2,880.00	\$130.00	\$3,120.00	\$265.81	\$6,379.44	\$150.00	\$3,600.00			
34	2123 61	STREET SWEEPER (WITH PICKUP BROOM)	70	HOUR	\$150.00	\$10,500.00	\$150.00	\$10,500.00	\$125.00	\$8,750.00	\$100.00	\$7,000.00	\$100.00	\$7,000.00	\$120.00	\$8,400.00	\$252.25	\$17,657.50	\$125.00	\$8,750.00			
35	2211 507	AGGREGATE BASE (CV) CLASS 5 (P)	3167	CU YD	\$35.00	\$110,845.00	\$28.00	\$88,676.00	\$32.64	\$103,370.88	\$30.00	\$95,010.00	\$18.00	\$57,000.00	\$36.00	\$114,012.00	\$29.81	\$94,408.27	\$32.00	\$101,344.00			
36	2360 509	TYPE SP5 5 WEARING COURSE MIXTURE (2,C)	4060	TON	\$80.00	\$324,800.00	\$80.00	\$324,800.00	\$78.03	\$316,801.80	\$82.00	\$333,920.00	\$77.00	\$312,620.00	\$86.00	\$349,160.00	\$76.50	\$310,500.00	\$76.50	\$310,500.00			
37	2501 502	36" RC PIPE APRON (DESIGN 3100G)	1	EACH	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,759.11	\$1,759.11	\$2,500.00	\$2,500.00	\$3,200.00	\$3,200.00	\$1,500.00	\$1,500.00	\$3,586.03	\$3,586.03	\$1,593.00	\$1,593.00			
38	2503 503	12" RC PIPE SEWER DESIGN 3006 CLASS V	923	LN FT	\$50.00	\$46,150.00	\$44.25	\$40,842.75	\$41.64	\$38,433.72	\$40.00	\$36,920.00	\$65.00	\$59,995.00	\$50.00	\$46,150.00	\$66.30	\$61,194.90	\$130.00	\$120,543.80			
39	2503 503	15" RC PIPE SEWER DESIGN 3006 CLASS V	322	LN FT	\$60.00	\$19,320.00	\$57.75	\$18,596.50	\$46.77	\$15,059.94	\$45.00	\$14,490.00	\$70.00	\$22,540.00	\$55.00	\$17,710.00	\$71.81	\$23,122.82	\$140.75	\$45,321.50			
40	2503 503	18" RC PIPE SEWER DESIGN 3006 CLASS IV	390	LN FT	\$70.00	\$27,300.00	\$61.50	\$23,985.00	\$52.81	\$20,595.90	\$50.00	\$23,400.00	\$80.00	\$31,200.00	\$57.00	\$22,230.00	\$75.88	\$29,592.20	\$117.35	\$45,768.50			
41	2503 503	21" RC PIPE SEWER DESIGN 3006 CLASS IV	65	LN FT	\$80.00	\$5,200.00	\$64.00	\$4,160.00	\$59.05	\$3,838.25	\$56.00	\$4,675.00	\$85.00	\$5,525.00	\$63.00	\$4,995.00	\$92.94	\$6,041.10	\$120.10	\$7,806.50			
42	2503 503	27" RC PIPE SEWER DESIGN 3006 CLASS IV	275	LN FT	\$85.00	\$23,375.00	\$93.50	\$25,712.50	\$85.53	\$23,520.25	\$90.00	\$24,750.00	\$110.00	\$30,250.00	\$88.00	\$24,200.00	\$135.56	\$37,279.00	\$148.90	\$40,947.50			
43	2503 503	33" RC PIPE SEWER DESIGN 3006 CLASS IV	978	LN FT	\$100.00	\$97,800.00	\$120.00	\$117,360.00	\$116.70	\$114,132.80	\$130.00	\$127,140.00	\$130.00	\$127,140.00	\$115.00	\$112,470.00	\$175.35	\$171,492.30	\$165.40	\$161,761.20			
44	2503 503	36" RC PIPE SEWER DESIGN 3006 CLASS IV	861	LN FT	\$125.00	\$107,625.00	\$130.00	\$111,930.00	\$128.10	\$111,155.10	\$180.00	\$154,980.00	\$140.00	\$120,540.00	\$135.00	\$116,235.00	\$169.74	\$163,366.14	\$178.20				

WIDSETH SMITH VOLTING
7804 Industrial Park Road, Baxter, MN 56425
PHONE 218-829-5117

TABULATION OF BIDS

NAME: Rasmussen Road & South Washington Avenue Road and Utilities Improvement Project

CLIENT: City of Pequot Lakes DATE: January 28, 2020
PROJECT NO: 130B0072 TIME: 10:00 am

ITEM NO	SPEC NO	ITEM DESCRIPTION	CONTRACT QUANTITY	UNIT	ENGINEER'S ESTIMATE		R.L. Larson Excavating, Inc.		Larson Excavating Contractors, Inc.		Borden Excavating, Inc.		Kuechle Underground, Inc.		J.R. Ferche, Inc.		R & R Excavating, Inc.		Glades Construction, Inc.			
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
70	2545 502	LIGHT FOUNDATION DESIGN E MODIFIED	12	EACH	\$800 00	\$9,600 00	\$816 00	\$9,792 00	\$714 00	\$8,568 00	\$700 00	\$8,400 00	\$800 00	\$9,600 00	\$900 00	\$10,800 00	\$777 00	\$9,324 00	\$800 00	\$9,600 00	\$800 00	\$9,600 00
71	2545 502	LIGHT SERVICE CABINET -TYPE L1	1	EACH	\$5,500 00	\$5,500 00	\$5,500 00	\$5,500 00	\$5,304 00	\$5,304 00	\$5,500 00	\$5,500 00	\$5,500 00	\$5,500 00	\$6,000 00	\$6,000 00	\$5,224 00	\$5,224 00	\$5,500 00	\$5,500 00	\$5,500 00	\$5,500 00
72	2545 502	EQUIPMENT PAD	1	EACH	\$750 00	\$750 00	\$913 00	\$913 00	\$683 00	\$683 00	\$650 00	\$650 00	\$900 00	\$900 00	\$1,000 00	\$1,000 00	\$870 00	\$870 00	\$900 00	\$900 00	\$900 00	\$900 00
73	2545 502	SERVICE EQUIPMENT	1	EACH	\$500 00	\$500 00	\$472 00	\$472 00	\$785 00	\$785 00	\$800 00	\$800 00	\$500 00	\$500 00	\$700 00	\$700 00	\$450 00	\$450 00	\$500 00	\$500 00	\$500 00	\$500 00
74	2545 502	HANDHOLE	8	EACH	\$850 00	\$6,800 00	\$1,018 00	\$8,144 00	\$628 32	\$5,026 56	\$620 00	\$4,960 00	\$1,000 00	\$8,000 00	\$1,200 00	\$9,600 00	\$970 00	\$7,760 00	\$1,000 00	\$8,000 00	\$1,000 00	\$8,000 00
75	2545 502	GROUNDING ELECTRODE (GROUND ROD)	12	EACH	\$100 00	\$1,200 00	\$44 00	\$528 00	\$89 76	\$1,077 12	\$68 00	\$1,056 00	\$42 00	\$504 00	\$60 00	\$720 00	\$42 00	\$504 00	\$45 00	\$540 00	\$45 00	\$540 00
76	2545 503	1" NON-METALLIC CONDUIT	150	LN FT	\$4 50	\$675 00	\$3 40	\$510 00	\$1 89	\$283 50	\$2 00	\$300 00	\$4 00	\$600 00	\$4 00	\$600 00	\$3 20	\$480 00	\$3 50	\$525 00	\$3 50	\$525 00
77	2545 503	2" NON-METALLIC CONDUIT	3000	LN FT	\$5 00	\$15,000 00	\$4 35	\$13,050 00	\$4 34	\$13,020 00	\$4 25	\$12,750 00	\$4 15	\$12,450 00	\$4 75	\$14,250 00	\$4 11	\$12,330 00	\$4 25	\$12,750 00	\$4 25	\$12,750 00
78	2545 503	3" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	500	LN FT	\$6 00	\$3,000 00	\$16 00	\$8,000 00	\$23 46	\$11,730 00	\$23 00	\$11,500 00	\$15 20	\$7,600 00	\$17 50	\$8,750 00	\$15 20	\$7,600 00	\$16 00	\$8,000 00	\$16 00	\$8,000 00
79	2545 503	UNDERGROUND WIRE 1/2 C 4 AWG	12000	LN FT	\$1 25	\$15,000 00	\$1 60	\$19,200 00	\$2 04	\$24,480 00	\$2 00	\$24,000 00	\$1 50	\$18,000 00	\$2 00	\$24,000 00	\$1 50	\$18,000 00	\$1 50	\$18,000 00	\$1 50	\$18,000 00
80	2545 503	UNDERGROUND WIRE 1/2 (BARE) 6 AWG	200	LN FT	\$1 10	\$220 00	\$1 50	\$300 00	\$2 04	\$408 00	\$2 00	\$400 00	\$1 45	\$220 00	\$2 00	\$400 00	\$1 41	\$220 00	\$1 50	\$300 00	\$1 50	\$300 00
81	2545 503	UNDERGROUND WIRE 1/2 (BARE) 8 AWG	4000	LN FT	\$1 00	\$4,000 00	\$1 35	\$5,400 00	\$1 99	\$7,960 00	\$2 00	\$8,000 00	\$1 30	\$5,200 00	\$1 75	\$7,000 00	\$1 27	\$5,080 00	\$1 40	\$5,600 00	\$1 40	\$5,600 00
82	2545 503	UNDERGROUND WIRE 1/2 (BARE) 10 AWG	2500	LN FT	\$0 90	\$2,250 00	\$1 00	\$2,500 00	\$0 79	\$1,975 00	\$1 00	\$2,500 00	\$1 00	\$2,500 00	\$1 15	\$2,875 00	\$0 97	\$2,425 00	\$1 00	\$2,500 00	\$1 00	\$2,500 00
83	2545 602	SERVICE METER CONNECTION/UTILITY METER BASE	1	EACH	\$500 00	\$500 00	\$1,315 00	\$1,315 00	\$612 00	\$612 00	\$1,800 00	\$1,800 00	\$1,250 00	\$1,250 00	\$1,500 00	\$1,500 00	\$1,250 00	\$1,250 00	\$1,500 00	\$1,500 00	\$1,500 00	\$1,500 00
84	2563 601	TRAFFIC CONTROL	1 00	LUMP SUM	\$10,000 00	\$10,000 00	\$8,000 00	\$8,000 00	\$10,138 00	\$10,138 00	\$7,500 00	\$7,500 00	\$8,000 00	\$8,000 00	\$8,500 00	\$8,500 00	\$8,000 00	\$8,000 00	\$11,000 00	\$11,000 00	\$11,000 00	\$11,000 00
85	2564 518	SIGN PANELS TYPE C	79 26	SQ FT	\$60 00	\$4,755 60	\$78 00	\$6,182 28	\$75 48	\$5,982 54	\$50 00	\$3,960 00	\$45 00	\$3,566 70	\$100 00	\$7,926 00	\$65 00	\$5,151 90	\$80 00	\$6,340 80	\$80 00	\$6,340 80
86	2564 602	INSTALL SIGN TYPE SPECIAL (911)	19	EACH	\$125 00	\$2,375 00	\$25 00	\$475 00	\$20 40	\$387 60	\$50 00	\$950 00	\$25 00	\$475 00	\$30 00	\$570 00	\$40 00	\$760 00	\$55 00	\$1,045 00	\$55 00	\$1,045 00
87	2573 501	EROSION CONTROL SUPERVISOR	1 00	LUMP SUM	\$2,000 00	\$2,000 00	\$3,500 00	\$3,500 00	\$2,550 00	\$2,550 00	\$2,000 00	\$2,000 00	\$2,000 00	\$2,000 00	\$5,000 00	\$5,000 00	\$1,000 00	\$1,000 00	\$3,000 00	\$3,000 00	\$3,000 00	\$3,000 00
88	2573 502	STABILIZED CONSTRUCTION EXIT	1 00	LUMP SUM	\$5,000 00	\$5,000 00	\$1,500 00	\$1,500 00	\$2,550 00	\$2,550 00	\$5,000 00	\$5,000 00	\$10,000 00	\$10,000 00	\$5,000 00	\$5,000 00	\$5,770 65	\$5,770 65	\$16,000 00	\$16,000 00	\$16,000 00	\$16,000 00
89	2573 502	STORM DRAIN INLET PROTECTION	32	EACH	\$200 00	\$6,400 00	\$200 00	\$6,400 00	\$102 00	\$3,264 00	\$100 00	\$3,200 00	\$300 00	\$9,000 00	\$200 00	\$6,400 00	\$150 00	\$4,800 00	\$200 00	\$6,400 00	\$200 00	\$6,400 00
90	2573 503	SILT FENCE, TYPE MS	985	LN FT	\$3 00	\$2,955 00	\$3 65	\$3,595 25	\$3 06	\$3,014 10	\$1 00	\$985 00	\$2 50	\$2,462 50	\$3 00	\$2,955 00	\$2 50	\$2,462 50	\$4 00	\$3,940 00	\$4 00	\$3,940 00
91	2573 503	SEDIMENT CONTROL LOG TYPE COMPOST	1075	LN FT	\$4 00	\$4,300 00	\$5 50	\$5,912 50	\$5 10	\$5,482 50	\$4 00	\$4,300 00	\$5 00	\$5,375 00	\$5 75	\$6,181 25	\$5 00	\$5,375 00	\$5 00	\$5,375 00	\$5 00	\$5,375 00
92	2574 507	SCREENED TOPSOIL BORROW (CV)	1911	CU YD	\$30 00	\$57,330 00	\$38 00	\$72,618 00	\$25 50	\$48,730 50	\$35 00	\$66,885 00	\$21 00	\$40,131 00	\$55 00	\$105,105 00	\$51 67	\$98,741 37	\$36 00	\$68,796 00	\$36 00	\$68,796 00
93	2574 508	FERTILIZER TYPE 1	718	POUND	\$0 75	\$538 50	\$0 60	\$430 80	\$1 53	\$1,096 54	\$1 00	\$718 00	\$1 00	\$718 00	\$1 00	\$718 00	\$1 00	\$718 00	\$0 50	\$359 00	\$0 50	\$359 00
94	2575 504	EROSION CONTROL BLANKETS CATEGORY 3	3700	SQ YD	\$2 50	\$9,250 00	\$1 60	\$5,920 00	\$3 06	\$11,322 00	\$3 00	\$11,100 00	\$2 00	\$7,400 00	\$2 25	\$8,325 00	\$2 00	\$7,400 00	\$1 75	\$6,475 00	\$1 75	\$6,475 00
95	2575 505	SEEDING	3 99	ACRE	\$400 00	\$1,596 00	\$2,625 00	\$9,423 75	\$5,100 00	\$18,309 00	\$2,500 00	\$6,250 00	\$1,500 00	\$6,250 00	\$1,500 00	\$6,250 00	\$1,500 00	\$6,250 00	\$2,500 00	\$9,975 00	\$2,500 00	\$9,975 00
96	2575 508	SEED MIXTURE 25-151	518	POUND	\$4 00	\$2,072 00	\$6 00	\$3,108 00	\$3 06	\$1,585 08	\$5 00	\$2,590 00	\$3 50	\$1,813 00	\$5 00	\$2,590 00	\$5 75	\$2,978 50	\$5 75	\$2,978 50	\$5 75	\$2,978 50
97	2575 508	SEED MIXTURE 33-262	50	POUND	\$6 00	\$300 00	\$20 00	\$1,000 00	\$10 20	\$510 00	\$25 00	\$1,250 00	\$15 00	\$750 00	\$3 50	\$175 00	\$15 00	\$750 00	\$18 60	\$930 00	\$18 60	\$930 00
98	2575 508	HYDRAULIC REINFORCED FIBER MATRIX	5740	POUND	\$2 50	\$14,350 00	\$2 85	\$16,359 00	\$0 77	\$4,419 80	\$1 50	\$8,610 00	\$2 50	\$14,350 00	\$2 30	\$13,202 00	\$2 50	\$14,350 00	\$3 00	\$17,220 00	\$3 00	\$17,220 00
99	2582 503	4" SOLID LINE PAINT	1320	LN FT	\$0 25	\$330 00	\$1 25	\$1,650 00	\$1 17	\$1,544 40	\$1 50	\$1,980 00	\$1 15	\$1,518 00	\$0 55	\$728 00	\$1 15	\$1,518 00	\$1 25	\$1,650 00	\$1 25	\$1,650 00
100	2582 503	4" SOLID LINE PAINT (GORE AREAS)	727	LN FT	\$0 50	\$363 50	\$1 25	\$908 75	\$1 17	\$850 59	\$1 50	\$1,095 00	\$1 15	\$836 05	\$1 75	\$1,272 25	\$1 15	\$836 05	\$1 25	\$908 75	\$1 25	\$908 75
101	2582 503	4" SOLID LINE PAINT (PARKING STALLS)	1978	LN FT	\$0 50	\$989 00	\$1 25	\$2,472 50	\$1 17	\$2,314 26	\$1 50	\$2,967 00	\$1 15	\$2,274 70	\$1 75	\$3,461 50	\$1 15	\$2,274 70	\$1 25	\$2,472 50	\$1 25	\$2,472 50
102	2582 503	4" BROKEN LINE PAINT	1330	LN FT	\$0 25	\$332 50	\$1 25	\$1,662 50	\$1 17	\$1,556 10	\$1 50	\$1,995 00	\$1 15	\$1,529 50	\$0 75	\$997 50	\$1 15	\$1,529 50	\$1 25	\$1,662 50	\$1 25	\$1,662 50
103	2582 503	6" SOLID LINE PAINT	585	LN FT	\$1 50	\$877 50	\$2 10	\$1,228 50	\$2 04	\$1,193 40	\$2 00	\$1,170 00	\$2 00	\$1,170 00	\$5 50	\$3,217 50	\$2 00	\$1,170 00	\$2 00	\$1,170 00	\$2 00	\$1,170 00
104	2582 518	PAVEMENT MESSAGE PAINT	216	SQ FT	\$3 25	\$702 00	\$8 50	\$1,836 00	\$2 04	\$440 64	\$10 00	\$2,160 00	\$8 00	\$1,728 00	\$16 00	\$3,456 00	\$8 00	\$1,728 00	\$10 00	\$2,160 00	\$10 00	\$2,160 00
105	2611 4A	6" PVC WATERMAIN PIPE	210	LN FT	\$35 00	\$7,350 00	\$27 80	\$5,838 00	\$35 04	\$7,358 40	\$33 00	\$6,930 00	\$62 00	\$13,020 00	\$40 00	\$8,400 00	\$45 95	\$9,649 50	\$78 00	\$16,380 00	\$78 00	\$16,380 00
106	2611 4A	8" PVC WATERMAIN PIPE	3310	LN FT	\$40 00	\$132,400 00	\$34 00	\$112,540 00	\$38 75	\$128,262 50	\$40 00	\$132,400 00	\$64 00	\$211,840 00	\$42 00	\$139,020 00	\$37 86	\$125,316 60	\$87 60	\$289,956 00	\$87 60	\$289,956 00
107	2611 4B	6" GATE VALVE & BOX w/ ADAPTOR	8	EACH	\$1,750 00	\$14,000 00	\$1,400 00	\$11,200 00	\$1,451 91	\$11,615 28	\$2,000 00	\$16,000 00	\$1,500 00	\$12,000 00	\$1,500 00	\$12,000 00	\$3,180 39	\$25,443 12	\$2,175 00	\$17,400 00	\$2,175 00	\$17,400 00
108	2611 4B	8" GATE VALVE & BOX w/ ADAPTOR	10	EACH	\$2,300 00	\$23,000 00	\$1,850 00	\$18,500 00	\$2,028 64	\$20,286 40	\$2,500 00	\$25,000 00	\$2,000 00	\$20,000 00	\$2,000 00	\$20,000 00	\$3,502 48	\$35,024 80	\$2,475 00	\$24,750 00	\$2,475 00	\$24,750 00
109	2611 4C	1" CORPORATION STOP	33	EACH	\$600 00	\$19,800 00	\$600 00	\$19,800 00	\$257 99	\$8,513 67	\$400 00	\$13,200 00	\$620 00	\$20,460 00	\$400 00	\$13,200 00	\$1,779 25	\$58,715 25	\$604 00	\$19,932 00	\$604 00	\$19,932 00
110	2611 4D	1" CURB STOP AND BOX	33	EACH	\$700 00	\$23,100 00	\$625 00	\$20,625 00	\$275 20	\$9,081 60	\$400 00	\$13,200 00	\$430 00	\$14,190 00	\$400 00	\$13,200 00	\$235 16	\$7				

January 28, 2020



Brainerd Baxter
7804 Industrial Park Road
PO Box 2720
Baxter, MN 56425-2720

218.829.5117 
218.829.2517 
Brainerd@wsn.us.com 
WidsethSmithNotling.com

Honorable Mayor and Council Members
City of Pequot Lakes
4638 County Road 11
Pequot Lakes, MN 56472-0361

**RE: Proposal for Construction Phase Engineering Services
Rasmussen Rd & South Washington Ave Road & Utilities Improvement Project
Pequot Lakes, MN**

Honorable Mayor and Council Members:

In anticipation of bids being acceptable for the above referenced project, we have prepared a proposal for construction phase engineering services for this project.

We have worked with the City Public Works Staff on previous projects. But, due to the type of work and various tasks facing the City Public Works Staff, we understand that our assistance will be needed.

We will provide the following services after the City Council awards the construction Contract:

1. Issue a Notice of Award to the Contractor, and request bonds and insurance.
2. Review the Contractor's bonds and insurance for conformity to the construction Contract, obtain signatures on the Agreement, and prepare conformed construction Contracts for the City, the Contractor, and our project files.
3. Send out invites, prepare an agenda, conduct the pre-construction meeting, and distribute minutes.
4. Coordinate, in conjunction with the Contractor and the City, with utilities.
5. Review the Contractor's schedules.
6. Review the Contractor's shop drawings on materials to be incorporated into the work.
7. Establish horizontal and vertical control in the field for construction staking and for use by the Contractor.
8. Provide construction staking for sanitary sewer, watermain, storm drainage, roadway grading, and curb and gutter for the Contractor as specified in the construction documents.
9. Provide a construction observer. This person will coordinate with City Public Works Staff when they can observe construction. Due to the type of work and other Public Works Staff duties we anticipate our construction observer will be on-site 5 days a week for 10 hours a day over an estimated 12-week construction schedule.
10. Prepare agendas, conduct weekly on-site progress meetings, and distribute minutes.



11. Answer questions from the Contractor, and construction observer.
12. Coordinate with the material and field testing geotechnical firm hired by the City.
13. Work with the Contractor on draft payment applications, prepare final monthly payment applications for the City Council to consider, and transmit all necessary related paperwork between the City and the Contractor.
14. Conduct a walk-through with the City and the Contractor towards the completion of the project, and prepare a "punch list" of items the Contractor still needs to complete.
15. Address with the Contractor the various paperwork items to close out the construction Contract.
16. Conduct "As-Built" survey and prepare drawings.

Schedule

We have not received a schedule from the apparent low bid Contractor, so the start date of our services along with the length of our services is an estimate at this time.

The construction Contract Documents indicate construction needs to be substantially complete by October 16th, 2020.

Fee

Our fee is based on the above tasks.

Note that the level and costs of our services is very dependent on the performance of the Contractor, and to some degree, on weather and other factors outside of our control.

We propose to perform the above tasks on an hourly basis, in accordance with the attached fee schedule, for an estimated amount of **\$168,000**.

If we need to provide services other than those listed above, or if we need to spend more time with the Contractor than we originally anticipated, we will review such situations with the City staff and then with the City Council.

We plan on being at your February 4th City Council meeting to answer questions.

If you are in agreement with our proposed scope of services, please sign and return one copy of this letter for our records. We appreciate the opportunity serve the City.

Widseth Smith Nolting & Associates, Inc.

A handwritten signature in black ink that reads "Timothy M. Houle". The signature is written in a cursive style with a large initial 'T'.

Timothy M. Houle, P.E.
Civil Engineer | Vice-President



Attachments: General Provisions of Professional Services Agreement
2020 WSN Fee Schedule

c: WSN File

.....

Accepted by the City of Pequot Lakes: The above proposal is satisfactory and WSN is authorized to do the work as specified and in accordance with the attached General Conditions. Payment will be made monthly in accordance with the terms on the attached fee schedule.

Printed Name

Title

Signature

Date

Printed Name

Title

Signature

Date

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting, a Minnesota Corporation, hereinafter referred to as WSN, and a CLIENT, wherein the CLIENT engages WSN to provide certain Architectural, and/or Engineering services on a Project

As used herein, the term "this Agreement" refers to (1) the WSN Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WSN

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WSN shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

If WSN is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties

ARTICLE 3. COMPENSATION TO WSN

A. Compensation to WSN for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described

1. A Lump Sum method of payment for WSN's services shall apply to all or parts of a work scope where WSN's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on an estimated percentage of completion of WSN's services
2. A Percentage of Construction or an Hourly Rate method of payment of WSN's services shall apply to all or parts of a work scope where WSN's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WSN shall be paid for the actual hours worked on the Project by WSN technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WSN's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WSN to CLIENT upon which to base periodic payments to WSN.
3. In addition to the foregoing, WSN shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WSN.
 - (d) Identifiable reproduction and reprographic costs
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule
4. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WSN in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1% per month, or the maximum amount authorized by law, whichever is less. WSN shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WSN may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WSN has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WSN shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WSN's resumption of services, the time for performance of WSN's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance



ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WSN. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WSN to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WSN under this Agreement except for payment of an amount for WSN's anticipated profit on the value of the services not performed by WSN and computed in accordance with the provisions of Article 3 and the Letter Agreement

In the event of a reduction in scope of the Project work, WSN shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WSN or its consultants are Instruments of Service and shall remain the property of WSN or its consultants, respectively. WSN and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WSN and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WSN shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WSN shall have no liability for any claims expenses or damages that may ensue out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WSN for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WSN. CLIENT shall indemnify, defend and hold harmless WSN from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WSN. This indemnity shall survive the termination of this Agreement.

Should WSN choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WSN. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WSN makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WSN to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WSN

ARTICLE 7. CLIENT'S RESPONSIBILITIES

- A To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN
- 1 Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
 - 2 Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
 - 3 Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment, appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, property, boundary easement, right-of-way, topographic and utility surveys, property descriptions, zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto
 - 4 Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work
 - 5 Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations, furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - 6 Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN
 - 7 Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN
 - 8 Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed
- If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project
- With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, 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 asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement
- 9 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work

- 10 Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available
- 11 Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto

B WSN may use any CLIENT provided information in performing its services. WSN shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WSN finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WSN shall endeavor to notify the CLIENT. However, WSN shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WSN's experience and qualifications and represent WSN's judgment as an experienced design professional. It is recognized, however, that WSN does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WSN's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WSN does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WSN to CLIENT hereunder

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WSN's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WSN is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WSN will not be responsible for, and CLIENT shall indemnify and hold WSN, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or came out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WSN, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WSN has undertaken or assumed under this Agreement

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WSN may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WSN's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WSN's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WSN's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WSN's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WSN's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WSN has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WSN will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WSN will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WSN to become generally familiar with the Work. WSN shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WSN shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WSN shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WSN that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WSN shall not be required to sign any documents, no matter by who requested, that would result in WSN having to certify, guarantee or warrant the existence of conditions whose existence WSN cannot ascertain. CLIENT agrees not to make resolution of any dispute with WSN or payment of any amount due to WSN in any way contingent upon WSN signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WSN agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WSN, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WSN with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WSN shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WSN shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WSN is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WSN as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WSN or CLIENT. WSN's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WSN because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed WSN's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WSN will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WSN. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

Pursuant to the Agreement WSN will be performing services in connection with improvements of real property and may contract with subconsultants or subcontractors as appropriate to furnish labor, skill and/or materials in the performance of the work. Accordingly, CLIENT is entitled under Minnesota 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 its 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 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 materials for the improvement and who gave you timely notice.

WIDSETH SMITH NOLTING



2020 FEE SCHEDULE

CLASSIFICATION	HOURLY RATE
<u>Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer</u>	
Level I	\$110.00
Level II	\$135.00
Level III	\$160.00
Level IV	\$170.00
Level V	\$185.00
<u>Technician</u>	
Level I	\$ 73.00
Level II	\$ 92.00
Level III	\$110.00
Level IV	\$125.00
Level V	\$140.00
Computer Systems Specialist	\$150.00
Senior Funding Specialist	\$125.00
Marketing Specialist	\$110.00
Funding Specialist	\$ 95.00
Administrative Assistant	\$ 70.00

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
Waste Water Sampler	\$40.00/Day
ISCO Flow Recorder	\$60.00/Day
Photoionization Detection Meter	\$80.00/Day
Explosimeter	\$50.00/Day
Product Recovery Equipment	\$35.00/Day
Survey-Grade GPS (Global Positioning System)	\$75.00/Hour
Mapping GPS (Global Positioning System)	\$150.00/Day
Soil Drilling Rig	\$35.00/Hour
Groundwater Sampling Equipment	\$75.00/Day
Subcontractors	Cost Plus 10%

Reproduction Costs	RATE
Black & White Copies: 8 1/2 x 11	\$0.10
Black & White Copies: 11 x 17	\$0.50
Black & White Copies: 24 x 36	\$3.00
Color Copies: 8 1/2 x 11	\$2.00
Color Copies: 11 x 17	\$4.00
Color Copies: 24 x 36	\$12.00
Color Plots: 42 x 48	\$22.00

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.