

AGREEMENT FOR PROFESSIONAL SERVICES

**GLACIAL LAKES SANITARY SEWER AND WATER DISTRICT (GLSSWD)
2020 WWTF PHASE 1 IMPROVEMENTS PROJECT**

KANDIYOHI COUNTY and BOLTON & MENK, INC.

This Agreement made this 19th day of May 2020, by and between Kandiyohi County, Minnesota, (“CLIENT”), and BOLTON & MENK, INC., 2040 Highway 12 East, Willmar, Minnesota 56201, (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services in conjunction with 2020 Phase I Wastewater Treatment Improvement Projects for work including improvements at the pretreatment building; HVAC and roofing improvements to the biosolids handling building; and interior coatings applied to Pre-ATAD and ATAD structures as approved and recommended by the GLSSWD Commission; and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Engineering Services in connection with the proposed project as described in Exhibit A from the Proposal dated April 20, 2020.
- B. The CONSULTANT shall serve as the CLIENT'S professional engineering representative as described herein.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT shall designate the Director of the GLSSWD to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT'S policies with respect to the project and CONSULTANT'S services.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

- E. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- F. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project and pay the permit fees with preparation of permits by CONSULTANT.

SECTION III - COMPENSATION FOR SERVICES

A. FEES

- 1. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees for the design of the work described in Exhibit A for the time spent in performance of Agreement services. Total cost of services shall not exceed \$127,120 without the prior consent of CLIENT.
- 2. The Schedule of Fees for Hourly rates as presented in Exhibit A may be adjusted by CONSULTANT on an annual basis to reflect reasonable changes in its operating costs.

B. PAYMENTS AND RECORDS

- 1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
- 2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
- 3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
- 4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit A, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.
3. General Liability of Client. To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.

4. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
5. 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 CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.

7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, 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. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

G. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and

Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.

2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

H. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

I. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

J. TERMINATION

This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT'S services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination,

computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.

5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

K. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

L. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

M. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

N. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

O. SURVIVAL

All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

P. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Q. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota and venued in courts of Minnesota; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

R. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

S. MINNESOTA GOVERNMENT DATA PRACTICES ACT (MGDPA)

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions to CONSULTANT concerning release of data to the requesting party and CONSULTANT will be reimbursed as additional services for its reasonable labor and other direct expenses in complying with any MGDPA request, but only to the extent that the request is not due to a negligent, intentional or willful act or omission by the CONSULTANT or other failure to comply with its obligations under this contract.

T. ETHICAL STANDARDS

No member, officer, employee or agent of the CLIENT or of a local public body thereof during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the benefits therefrom.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

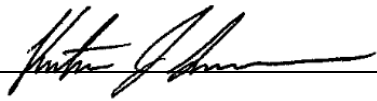
CLIENT: Kandiyohi County, Minnesota

CONSULTANT: Bolton & Menk, Inc.

By: _____
Printed Name

By: Kristopher J. Swanson
Printed Name

Signature: _____

Signature:  _____

Title: _____

Title: Principal Engineer

Date: _____

Date: May 19, 2020

EXHIBIT A

**Proposal dated April 20, 2020
Glacial Lakes Sanitary Sewer and Water District (GLSSWD)
2020 WWTF Phase 1 Improvements Project
Construction Services**



**BOLTON
& MENK**

Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

VIA EMAIL

April 20, 2020

Colleen Thompson, GLSSWD Director
Colleen.Thompson@kcmn.us
Glacial Lakes Sanitary Sewer and Water District
14403 138th Ave. NE
Spicer, MN 56288

RE: Proposal: 2020 Phase I Wastewater Treatment Improvements
Construction Services Summary
Glacial Lakes Sanitary Sewer and Water District
Project No.: M24.119877

Dear Ms. Thompson:

Construction of the Phase I improvements at the Wastewater Treatment Facility provides required repairs to maintain and promote the long term operation of the system. I am pleased to provide you with this summary of construction engineering services for the Glacial Lakes Sanitary Sewer and Water District (GLSSWD) as we continue to work on the Wastewater Treatment Facility Improvements, Phase I project. Bolton & Menk continues to be the District's long-term trusted partner and will continue to serve in this function while constructing the Phase I improvements.

In continued service to GLSSWD, we are excited at the opportunity to complete the 2020 Phase I Wastewater Treatment Improvements. Please contact me at 507-380-3206 or Kristopher.Swanson@bolton-menk.com or Josh Halvorson, GLSSWD's engineer, at 320-905-3520 or Joshua.Halvorson@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,

Bolton & Menk, Inc.

Kristopher J. Swanson, P.E.
Principal Environmental Engineer

Josh Halvorson, P.E.
Principal Engineer

Project Understanding and Approach

Bolton & Menk understands this project well, having helped GLSSWD develop the original scope, facility plan, funding approach, and design for this work. Our staff will provide the construction service needs of the contractor and district staff to construct the preliminary treatment facility (HVAC, grit removal, grit pumping, screening, coatings, and other needs) for like new infrastructure to last another 20 years in this corrosive environment.

In summary, our understanding of these major items will include:

- a. Attend and assist with the preconstruction conference to be attended by GLSSWD, contractors and any subcontractors invited, as well as hold monthly construction progress meetings.
- b. Review shop drawings and information submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications.
- c. Consult with and advise the District and act as the District's construction representative as provided in the contract documents.
- d. Provide Resident Project Representative (RPR) services during construction of the Project. RPR services consist of observation of the work of the contractor, coordination of testing services and documentation of the work progress. RPR will make periodic visits to the site to observe the progress and quality of the executed work of the contractors, and determine, in general, if such work is proceeding in accordance with the contract documents. Approximately 10-20 hours per week as needed over the construction timeline in the contract documents and additional time as needed for the construction observation of the surface preparation and coatings of the ATAD tanks.
- e. Provide interpretation of plans and specifications.
- f. Review the contractor's request for partial payments. Such review shall be based upon the on-site observations and such written documentation as may be available at the time of review. Such review shall not include

verification of unit price contract quantities by physical measurement of individual work items.

- g. Provide periodic Board updates, project documentation, gain contractor markups to produce record drawings.
- h. Conduct a final inspection of the project to determine, in general, conformance with contract documents completion requirements and to assist in evaluation of the final payment request from the contractor.
- i. Provide Record Drawings, equipment O&M Manuals and other required documentation.
- j. Provide funding assistance including wage monitoring and AIS documentation for CWRF requirements and loan closeout

Qualifications and Experience

Bolton & Menk understands the importance of developing design solutions that can be supported by stakeholders and implemented efficiently. We have provided a brief background and description of key individual roles. These individuals have track records of successful projects and, just as importantly, are enthusiastic and committed to meeting and exceeding your expectations. We can provide detailed résumés of all personnel upon request.

Kristopher Swanson, P.E. Project Manager

Since beginning as an environmental engineer in 2000, Kris has been driven to be one of the best in the industry. Kris leads the greater Minnesota and Iowa environmental work group and has in-depth experience in all phases of water and wastewater system design and management. He has led some of the firm's most advanced and first-of-their-kind wastewater treatment projects. He enjoys getting to know his clients and implementing complex projects to bring his client's goals and visions to fruition.

Josh Halvorson, P.E.

Client Contact

Josh is a client service manager, overseeing municipal improvement projects from the conceptual stage through construction. He started his engineering career in 1998 and has responsibilities that include planning, designing, scheduling, and prioritizing tasks that lead to the quality completion of construction projects to client satisfaction. Josh is a champion for our client communities, enjoying the collaboration with them that helps establish project financing. His success is due to his experiences, application of knowledge, attention to detail, strong work ethic, and overall dependability.

Mitchell Swanson

Project Engineer

Mitchell works on the environmental team designing water and wastewater treatment facilities and water distribution system models. He joined Bolton & Menk in 2015 and enjoys working with cities and industries to ensure they maintain compliance with water and wastewater rules and regulations. Mitchell's responsibilities on design projects have included water supply plans, water system studies, wastewater operation and maintenance manuals, wellhead protection plans, and wastewater facility plans. His responsibilities for industrial reporting include sprayfield management plans; monthly DMR analysis and reporting; stormwater pollution prevention plans; spill prevention, control, and countermeasure plans; and industrial land application annual reports.

Jason Neville, EIT

Environmental Design Engineer

Jason is an environmental design engineer who began his career in 2019. He assists with project design and preparation of plans and specifications along with construction observation for water and wastewater treatment facilities. He is also experienced with laboratory testing. Jason is passionate about environmental design work and is always looking to enhance his knowledge of the profession.

Jamie Connor

Protective Coatings and Welding Specialist

Jamie is a protective coatings and welding specialist who began his career in 1988. His responsibilities include performing both shop and field observations, testing, inspections, performing facility audits, administering training and performance qualifications, and examining both protective coatings and various metal products. Jamie's duties also include shop and field fabrication/erection/coating observations and testing of structural steel components of buildings, fracture critical bridges, high mast transmission poles, overhead sign structure, and light poles. Jamie was on the task group that developed the Bridge Component Standard for American Institute for Steel Construction. He is passionate about assuring his clients that the project is executed successfully according to the plans, specifications, and requirements using thorough project communication.

Aaron Mueller (Design Tree)

Electrical and HVAC

Aaron has experience working as an electrical contractor and control integration designer prior to becoming an electrical engineering consultant. With his past experiences, he has built a vast knowledge base on electrical installations and municipal SCADA systems which will be vital to this project. Aaron has worked on many municipal water and wastewater projects in his career. His main responsibilities on this project will be to work with the city to determine your needs and wants for the electrical systems, design contract documents for the VFD's and SCADA control systems, and to provide guidance on how to integrate the system into the city's SCADA master. Aaron has worked on and designed several projects which include new construction and renovations to existing facilities.

Scope of Work

GLSSWD can be assured the Bolton & Menk team will provide outstanding technical deliverables, exceptional leadership in district involvement, and superior project management in a timely and cost-effective manner. The detailed work plan below is outlined by tasks addressing elements of the RFP.

Task 1: Construction Services

Subtask 1.1: Construction Contract Administration

Bolton & Menk will administer the construction contract ensuring full compliance with the contract documents on behalf of GLSSWD. As with past projects we have administered for GLSSWD, we will communicate regularly with staff.

Subtask 1.2: Resident Project Representative (RPR)

Mitchell, as a registered professional engineer, will make appropriate site visits to oversee the project. Jason will assist with on-site services. He holds the appropriate qualifications and experience. Bolton & Menk staff will be on-site and will make visits at intervals appropriate to the various progress and stages of construction in order to observe and review the quality of work as an experienced and qualified design professional. The RPR efforts will ensure contractor compliance with the contract documents.

Subtask 1.3: Pre-Construction Meeting

Bolton & Menk will coordinate the date, time, and location of a pre-construction meeting with GLSSWD staff to be held prior to construction and notify the contractor and private utility companies of the meeting. Bolton & Menk will prepare the meeting agenda, sign-in sheet, and meeting minutes.

Subtask 1.4: Weekly Progress Meetings

Bolton & Menk will attend progress meetings at a time and location agreeable to GLSSWD staff and the contractor. The meetings will be led by the contractor and serve as a means to discuss and inform stakeholders of the project and its status.

Subtask 1.5: Recommend Rejection of Work

The RPR will review the contractor's work with GLSSWD staff and provide recommendations with respect to either compliance with the contract documents or noncompliance that will prejudice the integrity of the design concept of the completed project as indicated in the contract documents.

Subtask 1.6: Clarifications and Interpretations

Bolton & Menk will provide clarifications and interpretations of the contract documents based on contractor inquiries. If a field order is necessary, and after consulting with GLSSWD and the project manager, the RPR will issue the appropriate documents.

Subtask 1.7: Change Orders

Bolton & Menk will, after consulting with the project manager, recommend change orders and work change directives to GLSSWD and prepare all necessary documents.

Subtask 1.8: Review and Approve Shop Drawings, Samples, and Data

Bolton & Menk will review and approve shop drawings and samples after consulting with other project team members.

Subtask 1.9: Evaluate and Determine Acceptability of Substitutes

Substitutes by the contractor will be evaluated for compliance with the construction documents. If after review the substitutes are found to comply with the contract, Bolton & Menk will provide a recommendation to GLSSWD staff.

Subtask 1.10: Inspections and Tests

Based on field conditions and construction, Bolton & Menk will require special inspections or tests to verify compliance with the contract documents. Bolton & Menk will also review all test results as required by the contract.

Subtask 1.11: Application of Payment

Bolton & Menk will document the contractor's progress and review progress payment applications based on the work completed by the contractor.

Subtask 1.12: Record Drawings

Based on information obtained during construction through observing the work, Bolton & Menk will prepare record drawings.

Task No. 1 Deliverables: Pre-construction meeting agenda and minutes, progress meeting agendas and minutes, field notes, photos, field orders, change orders, shop drawings, substitute recommendations, test results, payment applications, record drawings (hard copy and electronic file format), One 22-inch by 34-inch record drawing, three 11-inch by 17-inch record drawings, PDF and AutoCAD electronic files of the record drawings

Task 2: Project Close-Out

Subtask 2.1: Verify Contract Documents Received

Bolton & Menk will, prior to recommending approval of the final project payment application, verify all information required by the contract documents is accounted for and a copy of the information exists in the project files. This includes receiving warranties, bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents, certificates of inspection, tests and approvals, shop drawings, samples, and other data to be assembled by the contractor including all record information from field representatives for recording and filing.

Subtask 2.2: Final Project Review

Bolton & Menk will conduct a final review of the project with GLSSWD staff. A final punch list will be prepared and forwarded to the contractor for completion. Final payment will not be recommended until all project punch list items have been completed.

Subtask 2.3: Letter of Acceptance

After all project punch list items have been completed and all paper work required by the contract has been received from the contractor, Bolton & Menk will prepare a letter of acceptance recommending final payment of the contract.

Subtask 2.4: Engineering Certification

After a letter of acceptance has been issued, Bolton & Menk will prepare a letter of certification that the project was built per design specifications.

Task #2 Deliverables: Complete electronic copy of project files, final punch list, letter of acceptance and final payment application, engineering certification of project,

Task 3: Project Management

Subtask 3.1: Public Information

Keeping the public informed is crucial to a successful project. Bolton & Menk uses many different public communication tools to accomplish this task. Providing press releases and links to a project website are helpful. Providing as much factual information as possible through multiple medium helps eliminate or reduce the spread of rumors or misinformation. In addition, our staff routinely meets with residents and other groups to discuss the project and address questions and concerns in a timely manner. Our staff returns all phone calls and responds to e-mails the day they are received whenever possible. In addition, project correspondence and meeting minutes will be documented and prepared.

Subtask 3.2: Asset Management

Bolton & Menk understands the importance of working with all members of GLSSWD, including the GLSSWD director, and providing all information needed for the project. Asset management is an important component of the GLSSWD infrastructure systems. Having accurate information and a good asset management system can greatly assist in planning and tracking future system needs. We are experienced in providing this information on a regular basis.

Subtask 3.3: Permits, Reports, Funding Requests, and Calendars

Bolton & Menk will prepare and submit funding request payments, permits, reports, and supporting documentation after reviewing the documents with GLSSWD. We will work closely with the GLSSWD Director to ensure all necessary documents are prepared, reviewed, and submitted on time. A construction and funding calendar will be prepared.

Subtask 3.4: Attend Commission Meetings

We will attend all meetings when the project is on the agenda to present information and respond to questions. Our staff will prepare the necessary committee and board meeting materials including change orders, reports, resolutions, and presentations.

Subtask 3.5: File Management System

Bolton & Menk uses Newforma, a project management and filing system for all projects and required paper copy of files is also collected and stored. Therefore, we have capabilities to provide necessary hard copies and electronic copies of the entire file system for any project. In addition, all files are reviewed by the project manager to ensure completeness and accuracy.

Subtask 3.6: Inspection Services

Bolton & Menk will provide management of inspection services throughout project construction. The project manager will oversee the RPR to ensure all construction is completed in accordance with the contract documents. The project manager will respond to all contractor inquiries and will contact GLSSWD staff as appropriate. In addition, the project manager will verify all testing requirements are met. The project manager will review material and equipment submittals required for the project in cooperation with GLSSWD staff and take essential field investigations to ensure quality control and assurance.

Subtask 3.7: Equipment Start-Up Services

Bolton & Menk will coordinate equipment start-up with all appropriate parties per the contract documents. Prior to start-up with GLSSWD staff, Bolton & Menk will ensure the equipment is in fact ready to be started and placed into service so a start-up is not scheduled prematurely resulting in wasted staff time.

Subtask 3.8: PFA Funding

PFA financing needs will be completed by Bolton & Menk's financing department. All funding applications with supporting documentation will be submitted for project reimbursement. Upon project completion, PFA loan closing documents will be completed and the loan will be finalized.

Task #3 Deliverables: Correspondence notes and meeting minutes, asset management information, permits, reports, project payments, construction and funding calendar, supporting documentation, change orders, reports, resolutions, presentation material a hard copy and an electronic copy in .pdf format of project files, operation and maintenance manuals, startup training, PFA funding documents.

Schedule

The schedule below details the major work tasks, deadlines, and responsibilities. This schedule is based on our review of the project background, description, and scope of services included in the RFP and our experience on other similar projects. Upon approval, Bolton & Menk will work with GLSSWD staff and other project partners to revise and update this schedule as needed to ensure successful delivery.

Approve CRS Agreement	April 27, 2020
Project Award	May 18, 2020
Preconstruction Meeting	June 12, 2020
Substantial Completion	November 2020
Final Completion	December 2020
CRS Services Finalization	January 2020

Included at the end of this proposal is Bolton & Menk's summary of hours by task, rates, expenses by task, and the total proposed fee by the Bolton & Menk team.

Price Proposal and Detailed Hours Estimate

Bolton & Menk is pleased to propose a not-to-exceed fee of \$127,215 for the proposed phase I construction services. This fee represents nearly 900 hours of engineering and technician time for the construction of this project and is approximately 10 percent of anticipated construction costs. We are confident we will exceed the District's expectations and deliver a well-built project. We look forward to working with you again and are excited to get started on this work.

Client: Glacial Lakes Sanitary Sewer and Water District Project: Construction Engineering Services for the 2020 Phase I WWTF Improvements Project		Bolton & Menk, Inc.									
Task No.	Work Task Description	Principal-in-Charge, Project Manager	Client Contact	Project Engineer	Electrical Engineer	Mechanical Engineer	Design Engineer	Protective Coatings and Welding Specialist	Funding Assistant	Total Hours	Total Estimated Task Cost
		Kris Swanson	Josh Halvorson	Mitchell Swanson	Aaron Mueller	Aaron Mueller	Jason Neville	Jamie Connor	Funding Assistant		
1.0	Construction Services	38	19	325	20	16	180	79	19	696	\$100,535
1.1	Construction Contract Administration	12	1	12	2	0	0	0	6	33	\$5,480
1.2	Resident Project Representative	0	6	230	2	2	140	60	0	440	\$61,140
1.3	Pre-Construction Meeting	4	1	6	2	0	4	4	0	21	\$3,340
1.4	Weekly Progress Meetings	2	6	20	2	0	4	0	0	34	\$4,990
1.5	Recommend Rejection of Work	1	0	1	1	0	2	1	0	6	\$930
1.6	Clarification and Interpretations	2	0	2	0	2	2	0	0	8	\$1,270
1.7	Change Orders	2	0	2	0	1	4	0	1	10	\$1,480
1.8	Review and Approve Shop Drawings, Samples, and Data	4	0	32	8	8	4	8	0	64	\$9,900
1.9	Evaluate and Determine Acceptability of Substitutes	2	0	4	1	1	0	0	0	8	\$1,310
1.10	Inspection and Tests	1	1	4	0	0	2	4	0	12	\$1,865
1.11	Application of Payment	6	3	6	0	0	12	2	12	41	\$6,020
1.12	Record Drawings	2	1	6	2	2	6	0	0	19	\$2,810
2.0	Project Close-Out	8	2	11	2	0	4	0	5	32	\$5,020
2.1	Verify Contract Documents Received	2	0	4	0	0	0	0	1	7	\$1,110
2.2	Final Project Review	4	2	4	2	0	4	0	4	20	\$3,080
2.3	Letter of Acceptance	1	0	1	0	0	0	0	0	2	\$345
2.4	Engineering Certification	1	0	2	0	0	0	0	0	3	\$485
3.0	Project Management	14	23	49	4	2	16	1	36	145	\$21,565
3.1	Public Information	2	2	0	0	0	0	0	0	4	\$730
3.2	Asset Management	1	0	28	2	1	0	0	0	32	\$4,635
3.3	Permits, Reports, Funding Requests, and Calendars	1	1	3	0	0	0	0	2	7	\$1,065
3.4	Attend Commission Meetings	4	12	0	0	0	0	0	0	16	\$2,740
3.5	File Management System	0	2	8	1	0	12	0	4	27	\$3,610
3.6	Inspection Services	4	2	0	0	0	0	0	0	6	\$1,140
3.7	Equipment Start-Up Services	0	2	4	1	1	4	1	0	13	\$1,875
3.8	PFA Funding	2	2	6	0	0	0	0	30	40	\$5,770
Total Hours		60	44	385	26	18	200	80	60	873	
Average Hourly Rate		\$205.00	\$160.00	\$140.00	\$170.00	\$170.00	\$120.00	\$175.00	\$140.00		
Subtotal		\$12,300	\$7,040	\$53,900	\$4,420	\$3,060	\$24,000	\$14,000	\$8,400		
Total Estimated Fee										\$127,120	

***Bolton & Menk proposes a total not-to-exceed fee of \$127,120 to be billed hourly following our standard rates.** Our extensive knowledge of this project, long-term history with the District, and experience of our senior staff, allow us to provide GLSSWD an excellent value on the Phase 1 WWTF Improvements construction project.

2020 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2020. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Principal	\$195-280/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$145-225
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$120-210
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$115-200
Project Engineer/Surveyor/Planner/Landscape Architect	\$90-175
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$90-190
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-175
Senior Technician (Inc. Construction, GIS, Survey ¹)	\$90-180
Technician (Inc. Construction, GIS, Survey ¹)	\$60-155
Administrative/Corporate Specialists	\$55-135
Structural/Electrical/Mechanical/Architect	\$120-150
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.