



May 28, 2024

Mr. Trevor Walter
Director of Public Works/City Engineer
City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

Re: Proposal to Provide Professional Engineering Services
2027 CSAH 48 (Highland Scenic Road) Trail Connections Project
SP 230-090-003 tied to SP 018-070-024

Dear Mr. Walter;

WSB is pleased to provide you with our proposal for professional services for the preparation of construction documents and contract administration services for two trail segments along County State Aid Highway (CSAH) 48 (Highland Scenic Road).

Project Understanding

The City of Baxter received two separate federal grants through the Transportation Alternatives (TA) program and Highway Safety Improvement Program (HSIP) in the amounts of \$306,629 and \$750,000 from each program respectively for a total federal amount of \$1,056,629. The total project construction cost estimate from the TA and HSIP Applications is around \$1,250,000.

The TA funded trail connection segment traverses on the westerly side of Highland Scenic Road from Foley Road/Marohn Road at the northerly terminus to Cedardale Lane at the southerly terminus. The proposed trail segment will connect to the existing trail along Foley Road at its northerly terminus to the existing separated trail near Cedardale Lane at its southerly terminus near Southdale Park. There are two pedestrian crossing enhancements proposed on the TA Trail segment, including the addition of concrete medians and RRFB's at the Foley Road and Parkwood Drive intersections.

The HSIP funded trail connection segment traverses on the southerly side of Highland Scenic Road from Knollwood Drive at its westerly terminus to Mapleton Road at its easterly terminus. The proposed trail segment will connect to the existing trail at the intersection of Highland Scenic Road and Knollwood Drive to the existing trail on the westerly side of Mapleton Road near the Mapleton Road and Highland Scenic Road intersection.

The City is requested professional engineering services to deliver this project on behalf of the City including, but not limited to, the following service areas:

- Geotechnical explorations.
- Wetland delineation and decisions.
- Right-of-way determination and acquisition services.
- Preliminary and final design services.
- Construction documents (plans and specifications).
- Environmental documentation.
- Project bidding and award.
- Construction observation and administration.

Scope of Services

Based on our understanding of the project, this scope of services and schedule is presented to the City for construction of the project during the 2027 construction year. In preliminary conversations with MnDOT State Aid, and due to the funding year the HSIP funds were authorized, the plan authorization would need to occur before June 30, 2026. The scope of work and schedule provided in this scope of services represents a schedule that hold the June 30, 2026 as final plan authorization, with bidding to occur in October/November 2026 and planned construction during the 2027 construction season. The Federal TA funds were awarded for 2028 construction year, so the City will need to up-front the costs to advance construct (AC) the project and receive future reimbursement for the construction costs once the funding is released.

Task 1.0 Project Management

Project management will be performed throughout the course of the project. The following subtasks are included as a part of Project Management:

- Attend Utility Commission Meetings (assumed 15) as necessary and provide updates to City staff and Utilities Commission throughout the project duration.
- Attend one (1) project kickoff meeting, attend five (5) project update meetings with City staff to discuss feasible improvement options, cost estimates, permitting requirements, and other project variables, and attend one (1) pre-bid meeting with City staff.
- Coordinate and attend meetings (assumed 3) with Crow Wing County staff. Items of coordination with Crow Wing County include, but are not limited to, improvements within the County right-of-way, crossing enhancements and justifications, cost share agreements, and other appurtenant coordination items.
- Develop agendas, prepare handouts and graphics, and attend meetings.
- Coordination of project deliverables, schedule, and budget.

Deliverables

- Agendas, minutes, and summary memos of meetings with City staff.
- RCA's for Commission meetings.
- Handouts, graphics, and meeting attendance.

Task 2.0: Geotechnical Exploration

WSB will perform geotechnical exploration and evaluation to identify general soil information in the project corridor consisting of the following items:

- Geotechnical Field Work and Evaluation Report.
- Access site with ATV drill rig in boulevard areas.
- Perform four (4) soil borings to depth of about 14.5 feet below grade.
- If borings are extended due to unsuitable soils at termination depths (organics, fills, etc.), additional depth may be required at additional cost per foot.
- We will utilize flashing lights, signage, and cones for traffic control and allow traffic to self-regulate around our work zone.
- Samples retrieved during drilling will be returned to our laboratory where they will be reviewed, classified using the Unified Soil Classification System (USCS) and logged under the direction of a geotechnical engineer.
- Select samples will be set aside for laboratory testing. We may perform routine laboratory tests on selected soil samples obtained from the exploration.

- WSB will complete Gopher State One Call (GSOC) utility clearance to have public underground utilities marked.
- Private utilities are the responsibility of the utility owner to mark, and WSB should be notified of any private underground utilities that are onsite.
- Some damage could occur to greenspace areas from normal drilling mobilization and operations. Our proposed services do not include restoration of the site to pre-conditions.
- No borings will be taken within the bituminous pavement surfaces.
- Based on the proposed boring depths to depths (≤ 15 feet), MDH well sealing notification and fees will not be required. If the borings are extended to a depth of 15 feet or more, additional fees will be charged.
- WSB will prepare a geotechnical report with discussion of subsurface soil and groundwater conditions and how they may affect the construction being proposed.

Deliverables

- Geotechnical report with boring logs, pavement, and subgrade recommendations.

Task 3.0 Wetland Delineation and Permitting

Wetlands along the project corridor will be delineated per the US Army Corps of Engineers Wetland Delineation Manual and Northcentral-Northeast Regional Supplement. Field investigation will assess soils, hydrology, and vegetation within suspected wetland areas. Areas determined to be wetland will be demarcated with pink pin flags and locations will be surveyed using a sub-meter accuracy GPS unit. These data will be summarized in a Wetland Delineation Report which will be provided to the City for initial review and ultimately to the Wetland Conservation Act (WCA) Local Government Unit (LGU), USACE, and TEP for review and approval. If requested, WSB will join the agencies in the field to review the boundaries. Following approval, WSB will provide an approved wetland boundary electronic file to the City and project engineer for use in design. WSB will also provide final approval documentation (Notice of Decision) to the City.

Wetlands exist near segments of the proposed trail alignment and may be impacted by construction. WSB will first explore the possibility of seeking a no-loss decision from the LGU by reviewing whether all wetlands subject to replacement can be avoided or deemed incidental. It may be possible to avoid replacement of wetland impacts if a no-loss decision can be obtained. This will depend in part on the purpose/need of the site design, development plan, and if the mapped wetland basins can be documented that they formed incidentally or be crossed with boardwalk/posts rather than permanent fill.

If a no-loss decision or de minimis exemption cannot be obtained, a wetland replacement plan application will be prepared for the proposed improvements. WSB will coordinate with the respective regulatory agencies to provide supporting documentation of why the wetlands must be impacted and replaced.

If a wetland replacement plan is required, WSB anticipates the city, as the applicant, will be required to purchase wetland mitigation credits through a state-approved Wetland Bank. The city will be responsible for the cost of the wetland mitigation (bank) credits and applicable fees. WSB will facilitate the wetland replacement credits process through submittal of the application to the LGU and the USACE.

WSB assumes any wetland replacement would occur via wetland bank credits and not site-specific replacement (at the site).

Deliverables:

- Wetland delineation report.
- Wetland boundary and type joint application/notice of decision.
- Wetland replacement plan application and permit.
- Wetland replacement and credit application.

Task 4.0: Existing Right of Way Determination and Right-of-Way Acquisition

Existing Right of Way Determination

WSB's Survey Group will recover and tie in PLS and property monuments in the specified County datums and tolerances, as the foundation of the base mapping file. WSB will establish a set of field survey control points necessary to aid in the existing right-of-way determination. Evidence of occupation lines will be tied in for right-of-way determination in non-platted areas where would be necessary.

WSB office technicians will develop an existing right-of-way and parcel base map along the trail corridor based on current existing title and survey field observations to allow accurate assessment of right-of-way impacts. Adjoining subdivision platted parcels will be computed and included in said base map and will be verified with found monumentation. PLS and boundary corners will be processed in AutoCAD so that they are identified with the standard symbols and can be clearly identified. We will coordinate with the Crow Wing County and the City on any right-of-way concerns and provide professional assistance to assure all party's property rights are maintained.

Available County supplied parcel data will be labeled in the property base map, including owner name, parcel address, parcel identification number, subdivision plat names, street names, etc., along with descriptions of the found survey monumentation. All property work will be supervised by a Land Surveyor licensed by the State of Minnesota. In general, the existing right of way determination includes the following tasks:

- Research and collection of pertinent survey data.
- Research and ordering of Highway Title Commitments (Note: Highway title commitments of existing parcels will be required to complete right-of-way determination. WSB to order and invoice as a pass-through expense).
- Review Highway Title Commitments and initial computation of boundary, and easement information.
- Establishment of survey control points.
- Locate public land survey corners, right-of-way, and boundary corners.
- Mapping of existing right-of-way, including existing monumentation.
- Existing right-of-way determination.

Deliverables

- Finalized topographic and existing right-of-way mapping.
- 2-D AutoCAD basemap drawing including topographic survey and right of way boundaries.

Right-of-Way Acquisition Services

The right of way acquisition services will be provided in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and other applicable state and federal laws and rules.

Project Management/Acquisition Agent

WSB will coordinate and complete all work tasks, establish, and monitor budgets, attend conference call meetings and be the point of contact for all correspondence with the City. Monthly parcel status reports will be provided, along with a detailed contact log for the impacted parcels upon completion of the acquisition. Communication will be maintained with the City throughout the process to quickly and efficiently resolve any issues or concerns that arise which, in turn, keeps the project on schedule.

Pre-Acquisition Services

Early Notification Letters will be sent to the owners to introduce our staff and inform them of the upcoming project. We will include a contact information form so they can respond with the best contact numbers and times they are available to meet as well as the required Guidebook for Property Owners. Field Title Reports will include an on-site visit with the owners, if they are available to meet. Our agent will view the parcel, discuss the project, gather ownership interests, and verify improvements that may be impacted by the project.

Acquisition Services

Offer letters and supporting documents will be prepared and presented to the owners in person, if possible, or by Certified Mail if we are unable to meet them in person. Offer packets will include an offer letter, summary statement, landowner rights brochure and the conveyance documents.

Negotiations will be conducted in good faith with the property owners to reach an agreement that is fair to the owner and the City as well. City staff will be contacted on any owner issues in an effort to resolve or minimize impacts. Upon settlement, easements will be obtained. If a settlement is reached that is higher than the offer, administrative settlements will be prepared and submitted to the City for approval. Upon completion, the original files will be delivered to the City. Negotiations will continue through the title and possession date.

Valuation Services

WSB will contract with Valbridge Property Advisors to conduct the appraisal reports.

WSB will contract with Foster Appraisals, Inc. to conduct the review appraisal report.

Parcel Exhibits

WSB's survey group will prepare parcel exhibits, legal descriptions, and stake easement areas.

Right of Way Certificate Assistance:

WSB staff will provide documentation and assistance to the City to prepare for the file audit related to this project including preparing the ROW Certificate #1 for state audit.

Deliverables

- Ownership and Encumbrance reports.
- AutoCAD files with proposed easements/right of way.
- Tabulation for right of way process.
- Easement and right of way sketch and descriptions.
- Early notification letters.
- Valuation reports and reviews.
- Offer packages.
- Executed conveyance documents.
- Payment requests.
- Summary information for condemnation parcels.
- Right of Way Certificate #1.

Task 5.0 Topographic Survey, Preliminary and Final Design, Plans, and Specifications

WSB will prepare construction documents (plans and specifications) accordance with the MnDOT State Aid standards, the City's engineering requirements, and trail design requirements as published within the 2019 Federal Highway Administration Bicycle and Pedestrian Planning, Program, and Project Development Manual and the Trail Planning, Design, and Development Guidelines as published by the Minnesota Department of Natural Resources. This process will also include performing utility coordination, securing necessary permits, and performing a QA/QC and constructability review. This task also encompasses the review and review timelines necessary for full project approval through MnDOT State Aid and MnDOT Central Office. WSB staff will coordinate regularly with MnDOT State Aid to ensure timely submittals and deadlines are met for submission of all project-related elements to allow for proper review time and approvals.

GSOC Coordination and Design Meeting

WSB will coordinate and prepare a meeting agenda and minutes for the design utility coordination meeting as required by Minnesota Statute 216D. This meeting notice will be sent to all affected private utility owners located within the project limits. Our staff will perform a GSOC design request for private utility maps and field markings for the topographic survey.

Topographic Survey

WSB will use topography survey to develop an existing conditions base map including survey points, line work and existing ground surface.

Plans

The plans will generally include the following sheets (or combined items on sheets) for the proposed improvements:

- Title sheet
- General Layout plan
- Statement of Estimated Quantities
- Construction Notes
- Typical Sections
- Standard Details
- Construction Plans (removals, plan and profile, utility, traffic control, ADA)
- Structural retaining wall drawings
- Temporary and permanent erosion control plans
- Cross Sections

Project Manual

WSB will prepare the Project Manual (city format) including;

- Advertisement for Bids
- Instructions to Bidders
- General and Supplemental Conditions
- Agreements
- Bonds
- Cost Proposals
- Special provisions
- Any other documents as required by federal funds.

RRFB Justification Reports

WSB will perform field work, analysis of the proposed crossings, and provide a memo with findings and recommended actions for the two locations on CSAH 48 in Baxter. Tasks for the work include:

Field review including:

- Collect average daily traffic volumes over a 48-hour period to identify traffic flows and gaps/headway throughout the day.
- Sight distance measurements for comparison to required intersection stopping distance.
- Photos of the proposed locations and sight lines.

Provide analysis of the proposed crossings including:

- Available gaps for crossing during peak periods.
- Identification of attractors and generators of pedestrian traffic.
- Analysis of warrants that may pertain to the crossing locations.

WSB will provide documentation with background, methodology, data collection and analysis, findings and recommendations. Memo reports will include all related graphics, tables and figures as well as supporting data and calculations in an appendix.

Permits

WSB will coordinate and obtain all permits necessary for construction. Current permits anticipated include WCA and MPCA construction stormwater general permit.

QA/QC Plan Review

WSB will conduct a comprehensive QA/QC plan review to ensure all applicable engineering standards and trail grant requirements are met.

Constructability Review

WSB will perform a constructability review, in which a member of the WSB construction team will review the plans and specifications in their entirety for constructability to evaluate risks associated with construction and potential risk mitigation measures that can be implemented.

Deliverables

- Meeting agenda, meeting minutes, and summary memos for GSOC meeting.
- Construction drawings (30%, 60%, 90%, and 100% design stages)
- Draft and final project manual.
- Meeting agenda, meeting minutes, and summary memos for design meetings.
- Final executed permits.
- QA/QC plan review checklist.
- State Aid review checklist and submittals for final approval.

Task 6.0: Categorical Exclusion Preparation

Jack Corkle and the environmental team members will prepare a federal Categorical Exclusion for the two federally awarded trail projects. As a first step, Jack will work with Paul, Kelvin and the City to confirm with MnDOT the two projects can be jointly covered under a single environmental document. This should not be a problem, but it is always good to confirm with MnDOT.

She and the team will then prepare early coordination letters and distribute them to MnDOT and MnDNR staff to review the need for any potential studies and/or mitigation measures that will need to be considered for threatened and endangered species (federal and state) and historic and archaeological resources. Because the project is an independent trail project, there is not a need to coordinate with MnDOT on potential noise study requirements. If the coordination letter responses indicate the need for a historic/archaeological survey or a species survey, Jack will work with Paul and the city to develop an additional scope of work. Depending upon timing, if a historic/archaeological study is needed, the city can go through State Aid's 80/20 program where MnDOT will pay for 80 percent of the historic/archaeological study. MnDOT is responsible for administering this contract and would pick a sub-consultant to do the work. Jack and the environmental team would incorporate any findings from their work into the environmental document. If the city chooses not to participate in the 80/20 program, Jack will work with the city to hire a subconsultant to do the work and will coordinate with MnDOT's Cultural Resource Unit on the scope.

WSB will prepare a draft Categorical Exclusion document that addresses the topics identified in the State Aid template. Jack and the team will document the purpose and need for the projects; identify the preferred alternative, project funding and costs, and permits needed; identify impacts to identified social, economic, and environmental resources (including wetlands and surface waters, historic/archaeological sites, threatened and endangered species, right of way, potentially contaminated sites, etc.); document any environmental commitments such as limiting tree clearing to winter months, etc.; and noting any engagement activities with the public and activity outcomes. The team will also work with the designers to document design standards and typical trail sections and crossing apparatuses. A draft document will be prepared for city review and comment. Changes will be made and the document will be submitted to MnDOT State Aid and Central Office for review and comments. Jack will discuss the comments with the city and update the document as needed. She will then route the document for City and MnDOT signature.

It is anticipated that coordination with Crow Wing County staff will be needed due to the project being in their right of way. Meeting time with Crow Wing County is included in the Project Management task. Attendance at project team meetings is also included.

Deliverables:

- Draft CATEX for review.
- Final CATEX for signature and submittal.

Task 7.0: Final Cost Estimate

WSB will prepare a final engineer's opinion of probable construction cost based upon the final tabulated quantities and estimated unit costs for each pay item.

Deliverables:

- Engineer's opinion of probable cost.

Task 8.0: Project Bidding and Award

WSB will assist the City in establishing a bid opening time, date and location and prepare the necessary notices and publications for advertisement.

During the bidding phase of the project, WSB staff will lead responses to plan holders that have pre-bid questions, clarifications, issue addenda (if necessary) and open the bids. WSB will prepare bid tabulations, bid summary and recommendation letter for consideration of awarding a contract. When the City awards the construction contract, WSB will assist in preparing and executing project contracts, bonds, and insurance with the selected contractor.

Deliverables:

- Notices and publications.
- Summary of Q & A from bidding.
- Bid tabulations.
- Award recommendation letter.
- Executed contracts, bonds, and insurance.

Task 9.0: Construction Observation and Administration

WSB will provide all services necessary to effectively administer the contract to ensure compliance with construction contract plans and specifications. This task generally includes on site construction survey, labor compliance activities, inspection and construction materials testing including:

- General coordination, progress reports, invoices, and billing.
- Quality control/quality assurance.
- Preconstruction conference.
- Daily inspection.
- Construction survey and staking.
- Site progress meetings.
- Submittal and shop drawing reviews and approvals.
- Responding to contractor requests for information and questions.
- Performing all labor compliance activities as required for use of the federal funds.
- Tabulating in place material quantities and items of work and preparing construction pay applications for review by the contractor and the City.
- Submission of federal aid pay requests on behalf of the City for reimbursement.
- Generating a punchlist of remaining contractual obligations and ensuring the completion of the items contained within the punchlist by the contractor.
- Providing as-built construction drawings after construction completion.

Deliverables:

- Preconstruction agenda, meeting invites, and meeting minutes.
- Site progress meeting agenda and minutes.
- Approval submittals and shop drawings.
- Daily inspection logs and weekly reports.
- Draft and final contractor pay applications for City Council approval.
- Project punchlists.
- Project closeout documentation.

For purposes of estimating on-site inspection effort, WSB has assumed 10 weeks of active construction inspection at 50 hours per week.

Schedule

Project Management	July 2024 – December 2027
Geotechnical Exploration	September 2024 – November 2024
Wetland Delineation and Permitting	July 2024 – October 2025
Existing Right of Way Determination and Acquisition	May 2025 – April 2026
Topo Survey, Prelim. and Final Design, Plans, and Specs	July 2024 – April 2026
Categorical Exclusion Preparation	July 2024 – December 2025
Final Cost Estimate	April 2026
Project Bidding	November 2026
Construction Observation and Administration	May 2027 – December 2027

Compensation Summary

Our fees for the scope of services is proposed on an hourly, not-to-exceed basis as summarized below. The fee estimate is provided in a detailed format on the enclosed Estimated Project Fees Worksheet.

Task 1: Project Management	\$36,544
Task 2: Geotechnical Exploration	\$11,574
Task 3: Wetland Delineation and Permitting	\$9,482
Task 4: Existing ROW Determination and Acquisition	\$64,972
Task 5: Topo Survey, Pre and Final Design, Plans, and Specs	\$94,008
Task 6: Categorical Exclusion Preparation	\$23,900
Task 7: Final Cost Estimate	\$3,492
Task 8: Project Bidding	\$4,067
Task 9: Construction Observation and Administration	\$124,248
Subtotal Hourly Expenses	\$372,287

Reimbursable Expenses

Permit Fees	
NPDES	\$410
WCA Permits	\$750
Mileage, Postage, Hotels (right of way)	\$2,000
Drill Rig Fees, Mileage, Unit Rental	\$2,800
Materials Testing Allowance	\$10,000
Ownership and Encumbrance Reports (29 @ \$250/each)	\$8,250
Appraisals – Valbridge (10 @ \$1,800/each)	\$18,000
Appraisal Review – Foster Appraisals (10 @ \$575/each)	\$5,750
Subtotal Reimbursable Expenses	\$47,960

Total Fee \$420,247

Assumptions

The following assumptions were made while preparing this proposal:

- Assumes attendance at fifteen (15) Utility Commission meetings throughout the project duration and preparation of materials for such meetings throughout the project life cycle.
- Assumes five (5) project update and plan development meetings with City staff.
- Assumes one (1) pre-bid meeting with City staff.
- Assumes three (3) coordination meetings with Crow Wing County for discussion about the trail in the County right of way, cost share, and other design/construction related topics during project development.
- Assumes ten (10) parcels on this project with fee, permanent and/or temporary easement acquisitions.
- Right of way negotiations will continue until the title and possession date. Any services requested beyond that date would be billed at standard hourly rates.
- Eminent domain services include providing documentation to the City. If additional services are needed, the contract would need to be amended to include those services.
- Assumed that historic/archaeological survey is not needed for submission of the environmental document. If this study is warranted, WSB will work with the City to hire a subconsultant for the work and include the findings from such study within the environmental document.
- Assumes twelve (10) weeks of active construction for fifty (50) hour/week for construction inspection, contract administration, and materials testing. This is the level of effort that is assumed to be needed to perform construction observation during active construction along with completing all paperwork and documentation necessary for use of the federal funds.
- Proposal assumes 5% increase in rates annually starting in 2024 and considers schedule for completion of work tasks (i.e. Task 9 assumes construction commencing and being completed in 2027, so assumed 5% increase in 2025, 2026, and 2027 is assumed in rates proposed for Task 9). A listing of assumed inflationary increases per task is below:

Task 1: Project Management	2026 Rates (assumed @5%/yr)
Task 2: Geotechnical Exploration	2024 Rates (actual)
Task 3: Wetland Delineation and Permitting	2024 Rates (actual)
Task 4: Existing ROW Determination and Acquisition	2026 Rates (assumed @5%/yr)
Task 5: Topo Survey, Pre and Final Design, Plans, and Specs	2025 Rates (assumed @5%/yr)
Task 6: Categorical Exclusion Preparation	2025 Rates (assumed @5%/yr)
Task 7: Final Cost Estimate	2026 Rates (assumed @5%/yr)
Task 8: Project Bidding	2026 Rates (assumed @5%/yr)
Task 9: Construction Observation and Administration	2027 Rates (assumed @5%/yr)

Mr. Trevor Walter, P.E.
May 28, 2024
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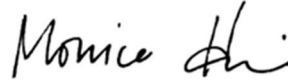
Thank you for the opportunity to provide professional services to the City of Baxter for the 2027 CSAH 48 (Highland Scenic Road) Trail Connections Project. Feel free to contact me if you have any questions.

Sincerely,

WSB



Paul Sandy, P.E.
Senior Project Manager
(320) 630-4657
psandy@wsbeng.com



Monica Heil, P.E.
Vice President of Municipal Services
(952) 737-4675
MHeil@wsbeng.com

Attachments

cc: Bradley Chapulis, City of Baxter
Kelvin Howieson, WSB

/pgs

wsb

wsb

[illegible]

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made as of June 11, 2024 (Effective Date), by and between the City of Baxter, MN, 13190 Memorywood Drive, Baxter, MN 56425, herein referred to as ("Client") and WSB LLC, 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416, herein referred to as ("Consultant") to provide professional services ("Services") by Consultant in connection with the following project ("Project"): 2027 CSAH 48 (Highland Scenic Road) Trail Connections Project, located in Baxter, MN.

ARTICLE 1 - SCOPE AND DESCRIPTION OF SERVICES ("SCOPE OF SERVICES")

Please see the attached Scope of Services and Compensation ("Exhibit A").

ARTICLE 2 - PERIOD OF SERVICE

The Services described under Scope of Services shall be completed expeditiously and professionally so as to maintain the agreed upon schedule. The schedule may be modified by the parties by agreement or as a result of an excusable delay caused by Force Majeure, a Client Delay, Change in Law or unforeseen conditions at the Project site.

ARTICLE 3 - COMPENSATION

Unless otherwise stated in the Scope of Services, Consultant shall perform the work on a time and materials basis and invoice for its work monthly. If not stated in Exhibit A, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Each invoice shall include details for the time and reimbursable expenses incurred the previous month. Reimbursable expenses shall include but are not limited to, travel and lodging, mileage, print and plotting charges, shipping charges, messenger delivery charges, plus all taxes (including sales taxes), fees, including but not limited to permit, application, testing, and recording fees, imposts, or stamps required by State, Federal, Municipal, or other government agencies in the providing of Services.

Client agrees to pay all invoices within thirty (30) days of receiving same.

ARTICLE 4 – ADDITIONAL SERVICES

In the event of any changes in the Scope of Services, Client Delay, changed or unforeseen conditions, Change in Law or event of Force Majeure, Client agrees to issue an Amendment for Additional Services ("AAS") to equitably adjust Consultant's fees and the time of performance. The AAS shall be mutually acceptable to Consultant and Client. The Client shall not pay for additional services that are outside of the Scope of Services and not contained within an AAS unless there is prior written authorization from the Client.

A "Client Delay" shall include a delay caused by the Client failing to make timely decisions, a delay in the delivery of Client ordered equipment or supplies, or a delay by a Client-hired contractor or consultant not timely completing work upon which Consultant's work is dependent. "Force Majeure" is defined below in Article 13. A "Change in Law" is a change in the applicable laws or regulations applicable to the Project when the change occurs after the date of this Agreement.

ARTICLE 5 - CLIENT'S RESPONSIBILITIES

Client agrees to provide to Consultant in a timely manner all available information, requirements, and limitations relevant to Consultant's performance of its Scope of Services, including, but not limited to, objectives, schedule, constraints and criteria, space requirements, flexibility, expandability, special equipment, systems, and site requirements. Client furnished information shall also include data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data. Consultant may rely on the accuracy of the Client's supplied information and use such information in the development of Consultant's Scope of Services. The accuracy of the Client's information is the Client's responsibility. Client shall update any information it provides if Client becomes aware of any changes in circumstances. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Client shall also notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in construction or design.

Client shall furnish right-of-way entry and continuous unimpaired access to the Project site for Consultant to perform its Scope of Services, unless a different agreement between Consultant and Client is reached. Client shall also require all Utilities with facilities in the Client's right of way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

Client shall render decisions in a timely manner pertaining to documents submitted by Consultant to avoid unreasonable delay in the orderly and sequential progress of the Services, including acting promptly to approve all pay requests or requests for information by Consultant. Client shall furnish the services of other consultants when such services are requested by Consultant and are reasonably required by the scope of the Project.

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

ARTICLE 6 - INDEMNIFICATION

To the fullest extent permitted by law, subject to the limitations set forth below in this Agreement, Client and Consultant shall indemnify and hold harmless the other and its respective directors, officers, employees, and representatives from and against all legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by the indemnitor's negligent acts, errors, or omissions. Neither party shall have a duty to defend the other party and no duty to defend is created by this Agreement.

ARTICLE 7 – [Reserved].

ARTICLE 8 - STANDARD OF CARE

Consultant will perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions in the same locale.

ARTICLE 9 - CONSEQUENTIAL DAMAGES

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

ARTICLE 10 - DISPUTE RESOLUTION

If a claim or dispute arises out of or relates to Consultant's Services or this Agreement, the parties shall attempt in good faith to settle such claim or dispute through direct discussions.

Any claim or dispute arising out of or related to Consultant's Services or this Agreement (except for collection procedures employed by Consultant and those waived or barred as provided elsewhere in this Agreement) that is not resolved by direct discussions shall be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Either party may file a request for mediation. Mediation shall be pursuant to the Construction Industry Mediation Rules of the American Arbitration Association, if both parties agree. The Mediator shall be selected by the parties within fifteen (15) days of the request for mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending the conclusion of mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order.

Notwithstanding the foregoing, if a claim or dispute between the parties involves, relates to, or is the subject of a mechanic's lien or construction lien arising out of Consultant's Services, Consultant may proceed in accordance with applicable law to comply with all statutory requirements, including those related to lien notice and filing deadlines, prior to the commencement or conclusion of mediation or other form of alternative dispute resolution agreed to by the parties.

ARTICLE 11 - TERMINATION

Either party may terminate this Agreement for convenience and without cause upon twenty-one (21) calendar days written notice.

Either party may terminate this Agreement for cause upon ten (10) calendar days written notice for one or more of the following reasons:

1. The other party's material breach of this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the Project or Consultant's Services for more than thirty (30) calendar days, consecutive or aggregate; or
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the Project, or the failure of the parties to reach an agreement on compensation and/or scheduling adjustments necessitated by such changes.

In the event of termination of this Agreement by either party, regardless of the reason for termination, Client shall, within thirty (30) days of termination, pay Consultant in full for all services rendered and costs incurred by Consultant up to the date of termination.

ARTICLE 12 - INSURANCE

Consultant shall carry the following insurance:

Workers Compensation	Statutory
Employers Liability	\$1,000,000
General Liability	\$1,500,000 Each Occurrence/ \$1,500,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Professional Liability	\$3,000,000 Per Claim/ \$3,000,000 Annual Aggregate

General Liability shall name the Client as an additional insured. The insurer agrees to give thirty (30) days written notice in the event of cancellation by the insurer.

ARTICLE 13 - MISCELLANEOUS

A. WORK PRODUCT / DOCUMENT OWNERSHIP

Except as otherwise provided in Exhibit B (if applicable), the following shall apply to the ownership of documents and work product:

Unless Client requests otherwise, Consultant will provide its documents and materials both in a hard copy and in an electronic format. Because electronic documents may be modified intentionally or inadvertently, Client agrees that Consultant will not be liable for any losses or damages resulting from any change in an electronic document after Consultant transmits it to Client. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyright. If Client has paid Consultant in full for its Services, Client shall be permitted to retain copies, including reproducible copies, of Consultant's Instruments of Service for Client's information, reference and use in connection with the Project. Consultant's Instruments of Service shall not be used by the Client or others on other projects, for additions for this Project or for completion of this Project by others, except with Consultant's agreement in writing and with appropriate compensation to Consultant. In consideration of Client's use of Consultant's Instruments of Service, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its directors, officers, agents, and employees from all claims arising out of the reuse or misuse of such Instruments of Service. Under no circumstances shall transfer of the Consultant's Instruments of Service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

B. HAZARDOUS MATERIALS

Client represents to Consultant that no known hazardous materials exist at the Project site. If there are hazardous materials at the Project site and Client has knowledge of such, the Client must inform Consultant of the type, quantity, and location of such hazardous materials, if known. If hazardous materials are discovered at the Project site then Consultant will notify the Client and, to the extent required by law, notify the appropriate governmental authority. If Consultant or any other entity encounters hazardous materials at the Project site then Consultant may without any liability to Client or any other entity suspend services until such time as Client retains the appropriate entities to identify and (as appropriate) abate, remediate, or remove the hazardous material. Client agrees that Consultant has been retained to perform professional services and shall not be required to become an arranger, operator, generator, or transporter of hazardous material (as defined by law). Client hereby agrees to indemnify and hold harmless Consultant for all claims losses and damages arising out of the existence of hazardous materials on the Project site.

C. UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

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

D. THIRD-PARTY RELIANCE

All Services provided by Consultant are for Client's and Consultant's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended to benefit any third party.

E. CONSTRUCTION SERVICES

If requested by Client in the Scope of Services or AAS, Consultant shall visit the project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services. Consultant does not guarantee the performance of, and shall have no responsibility for, the acts, errors or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors' means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job site safety shall be the sole responsibility of the contractor who is performing the work.

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

F. SUBMITTALS AND PAY APPLICATIONS

If the Scope of Services includes the Consultant reviewing and certifying the amounts due the contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the

contractor's work has progressed to the point indicated and that the quality of the work is in general accordance with the documents issued by the Consultant. The issuance of a certificate for payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Client to substantiate the contractor's right to payment, or (4) ascertained how or for what purpose the contractor has used money previously paid on account of the contract sum. Contractor shall remain exclusively responsible for its work.

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

G. JOB SITE SAFETY

Neither the Services of Consultant, nor the presence of Consultant at the construction/Project site, shall relieve Client, general contractor(s), or subcontractor(s) of any of their responsibilities or duties to perform the work in strict accordance with the contract documents and to comply with all health and safety precautions required by any regulatory agency. Consultant does not have authority or responsibility to control any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that contractors and subcontractors are solely responsible for job site safety and warrants that this intent shall be carried out in Client's contracts with contractors.

H. OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that that proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of probable construction costs and Client expressly waives any claims related to the accuracy of opinions of probable construction costs. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator as part of its Project responsibilities.

I. FORCE MAJEURE

To the extent any time for performance applies, the affected party shall not be responsible for any delays due to acts of foreign governments, strikes or other labor shortages, equipment or material delays or shortages, delays in issuing applicable permits, acts or omissions of the other party, inclement weather, pandemic, fires, floods, riots, embargos, other acts of God, government shutdown, unforeseen site conditions or any other events or causes beyond the control of Consultant.

J. HEADINGS

The headings used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part hereof.

K. ASSIGNMENT

Client may not assign this Agreement without the written consent of Consultant. Consultant may not assign this Agreement without the written consent of the Client.

L. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior oral and written agreements and understandings.

M. GOVERNING LAW

The Agreement shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Project is located.

N. MODIFICATIONS

This Agreement may be modified only by a written instrument executed by both parties.

O. WAIVER

No delay or failure by either party to exercise any right or remedy under this Agreement, and no partial or single exercise of a right or remedy, will waive that or any other right or remedy.

P. SEVERABILITY

Any invalidity or unenforceability of all or part of a provision of this Agreement shall be severable and shall not affect the validity or enforceability of the remaining part of that provision or other provisions.

Q. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and together which shall constitute one and the same agreement. Signatures on this Agreement that are transmitted by fax, email or other electronic means shall be valid and binding.

R. NO PERSONAL LIABILITY

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

S. LIEN NOTICE – APPLICABLE TO PRIVATE PROJECTS IN MINNESOTA

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the day and year first above written.

CITY OF BAXTER, MN

WSB LLC

By: _____

By: _____

Name: Kelly Steele

Name: Monica Heil

Title: Assistant City Administrator/City Clerk

Title: Vice President of Municipal Services

By: _____

Name: Darrel Olson

Title: Mayor

Exhibit A

I. Scope of Services

1. PROJECT MANAGEMENT

A. Project Management

- 1) Project management will be performed throughout the course of the project. The following subtasks are included as a part of Project Management:
 - Develop agendas, prepare handouts and graphics, and attend meetings.
 - Coordination of project deliverables, schedule, and budget.

B. Project Meetings

- 1) Attend Utility Commission Meetings (assumed 15) as necessary and provide updates to Client and Utilities Commission throughout the project duration.
- 2) Attend one (1) project kickoff meeting, attend five (5) project update meetings with Client to discuss feasible improvement options, cost estimates, permitting requirements, and other project variables, and attend one (1) pre-bid meeting with Client.
- 3) Coordinate and attend meetings (assumed 3) with Crow Wing County. Items of coordination with Crow Wing County include, but are not limited to, improvements within the County right-of-way, crossing enhancements and justifications, cost share agreements, and other appurtenant coordination items.

Deliverables

- Agendas, minutes, and summary memos of meetings with Client.
- RCA's for Commission meetings.
- Handouts, graphics, and meeting attendance.

2. GEOTECHNICAL EXPLORATION

A. Geotechnical Field Work

- 1) Access site with ATV drill rig in boulevard areas.
- 2) Perform four (4) soil borings to depth of about 14.5 feet below grade.
- 3) If borings are extended due to unsuitable soils at termination depths (organics, fills, etc.), additional depth may be required at additional cost per foot.
- 4) Consultant will utilize flashing lights, signage, and cones for traffic control and allow traffic to self-regulate around our work zone.
- 5) Samples retrieved during drilling will be returned to our laboratory where they will be reviewed, classified using the Unified Soil Classification System (USCS) and logged under the direction of a geotechnical engineer.
- 6) Select samples will be set aside for laboratory testing. Consultant may perform routine laboratory tests on selected soil samples obtained from the exploration.
- 7) Consultant will complete Gopher State One Call (GSOC) utility clearance to have public underground utilities marked.
- 8) Private utilities are the responsibility of the utility owner to mark, and Consultant should be notified of any private underground utilities that are onsite.
- 9) Some damage could occur to greenspace areas from normal drilling mobilization and operations. Consultant's proposed services do not include restoration of the site to pre-conditions.
- 10) No borings will be taken within the bituminous pavement surfaces.
- 11) Based on the proposed boring depths to depths (< 15 feet), MDH well sealing notification and fees will not be required. If the borings are extended to a depth of 15 feet or more, additional fees will be charged.

B. Geotechnical Report

- 1) Consultant will prepare a geotechnical report with discussion of subsurface soil and groundwater conditions and how they may affect the construction being proposed.

Deliverables

- Geotechnical report with boring logs, pavement, and subgrade recommendations.

3. WETLAND DELINEATION AND PERMITTING

A. Field Delineation

- 1) Wetlands along the project corridor will be delineated per the US Army Corps of Engineers Wetland Delineation Manual and Northcentral-Northeast Regional Supplement. Field investigation will assess soils, hydrology, and vegetation within suspected wetland areas. Areas determined to be wetland will be demarcated with pink pin flags and locations will be surveyed using a sub-meter accuracy GPS unit. This data will be summarized in a Wetland Delineation Report which will be provided to the Client for initial review and ultimately to the Wetland Conservation Act (WCA) Local Government Unit (LGU), USACE, and TEP for review and approval. If requested, Consultant will

join the agencies in the field to review the boundaries. Following approval, Consultant will provide an approved wetland boundary electronic file to the Client and project engineer for use in design. Consultant will also provide final approval documentation (Notice of Decision) to the Client.

B. Wetland Delineation Report and Joint Application

- 1) Wetlands exist near segments of the proposed trail alignment and may be impacted by construction. Consultant will first explore the possibility of seeking a no-loss decision from the LGU by reviewing whether all wetlands subject to replacement can be avoided or deemed incidental. It may be possible to avoid replacement of wetland impacts if a no-loss decision can be obtained. This will depend in part on the purpose/need of the site design, development plan, and if the mapped wetland basins can be documented that they formed incidentally or be crossed with boardwalk/posts rather than permanent fill.

If a no-loss decision or de minimis exemption cannot be obtained, a wetland replacement plan application will be prepared for the proposed improvements. Consultant will coordinate with the respective regulatory agencies to provide supporting documentation of why the wetlands must be impacted and replaced.

C. Wetland Replacement Plan Application and Permit

- 1) If a wetland replacement plan is required, Consultant anticipates the Client, as the applicant, will be required to purchase wetland mitigation credits through a state-approved Wetland Bank. The Client will be responsible for the cost of the wetland mitigation (bank) credits and applicable fees. Consultant will facilitate the wetland replacement credits process through submittal of the application to the LGU and the USACE.

Consultant assumes any wetland replacement would occur via wetland bank credits and not site-specific replacement (at the site).

Deliverables

- Wetland delineation report.
- Wetland boundary and type joint application/notice of decision.
- Wetland replacement plan application and permit.
- Wetland replacement and credit application.

4. EXISTING RIGHT OF WAY DETERMINATION AND RIGHT OF WAY ACQUISITION

A. Pre-Acquisition Services

- 1) The right of way acquisition services will be provided in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and other applicable state and federal laws and rules.

Consultant will coordinate and complete all work tasks, establish, and monitor budgets, attend conference call meetings and be the point of contact for all correspondence with the Client. Monthly parcel status reports will be provided, along with a detailed contact log for the impacted parcels upon completion of the acquisition. Communication will be maintained with the Client throughout the process to quickly and efficiently resolve any issues or concerns that arise which, in turn, keeps the project on schedule.

Early Notification Letters will be sent to the owners to introduce Consultant and inform them of the upcoming project. Consultant will include a contact information form so they can respond with the best contact numbers and times they are available to meet as well as the required Guidebook for Property Owners. Field Title Reports will include an on-site visit with the owners, if they are available to meet. Consultant's agent will view the parcel, discuss the project, gather ownership interests, and verify improvements that may be impacted by the project.

B. Acquisition Services

- 1) Offer letters and supporting documents will be prepared and presented to the owners in person, if possible, or by Certified Mail if we are unable to meet them in person. Offer packets will include an offer letter, summary statement, landowner rights brochure and the conveyance documents.

Negotiations will be conducted in good faith with the property owners to reach an agreement that is fair to the owner and the Client as well. Client will be contacted on any owner issues to resolve or minimize impacts. Upon settlement, easements will be obtained. If a settlement is reached that is higher than the offer, administrative settlements will be prepared and submitted to the Client for approval. Upon completion, the original files will be delivered to the Client. Negotiations will continue through the title and possession date.

C. Valuation Services

- 1) Consultant will contract with Valbridge Property Advisors to conduct the appraisal reports.

Consultant will contract with Foster Appraisals, Inc. to conduct the review appraisal report.

D. Office Research and Mapping

- 1) Consultant's Survey Group will recover and tie in PLS and property monuments in the specified County datums and tolerances, as the foundation of the base mapping file. Consultant will establish a set of field survey control points necessary to aid in the existing right-of-way determination. Evidence of occupation lines will be tied in for right-of-way determination in non-platted areas where would be necessary.

Consultant office technicians will develop an existing right-of-way and parcel base map along the trail corridor based on current existing title and survey field observations to allow accurate assessment of right-of-way impacts. Adjoining subdivision platted parcels will be computed and included in said base map and will be verified with found monumentation. PLS and boundary corners will be processed in AutoCAD so that they are identified with the standard symbols and can be clearly identified. Consultant will coordinate with the Crow Wing County and the Client on any right-of-way concerns and provide professional assistance to assure all party's property rights are maintained.

Available County supplied parcel data will be labeled in the property base map, including owner name, parcel address, parcel identification number, subdivision plat names, street names, etc., along with descriptions of the found survey monumentation. All property work will be supervised by a Land Surveyor licensed by the State of Minnesota. In general, the existing right of way determination includes the following tasks:

- Research and collection of pertinent survey data.
- Research and ordering of Highway Title Commitments (Note: Highway title commitments of existing parcels will be required to complete right-of-way determination. Consultant to order and invoice as a pass-through expense).
- Review Highway Title Commitments and initial computation of boundary, and easement information.
- Establishment of survey control points.
- Locate public land survey corners, right-of-way, and boundary corners.
- Mapping of existing right-of-way, including existing monumentation.
- Existing right-of-way determination.

E. Parcel Exhibits

- 1) Consultant will prepare parcel exhibits, legal descriptions, and stake easement areas.

F. Right of Way Certificate

- 1) Consultant will provide documentation and assistance to the Client to prepare for the file audit related to this project including preparing the ROW Certificate #1 for state audit.

Deliverables

- Ownership and Encumbrance reports.
- AutoCAD files with proposed easements/right of way.
- Tabulation for right of way process.
- Easement and right of way sketch and descriptions.
- Early notification letters.
- Valuation reports and reviews.
- Offer packages.
- Executed conveyance documents.
- Payment requests.
- Summary information for condemnation parcels.
- Right of Way Certificate #1.

5. TOPOGRAPHIC SURVEY, PRELIMINARY AND FINAL DESIGN, PLANS AND SPECIFICATIONS

A. Topographic Survey

- 1) Consultant will use topography survey to develop an existing conditions base map including survey points, line work and existing ground surface.

B. GSOC Coordination

- 1) Consultant will regularly coordinate with affected small utility companies for relocation of facilities prior to or during construction of the trail improvements.

C. GSOC Meeting

- 1) Consultant will coordinate and prepare a meeting agenda and minutes for the design utility coordination meeting as required by Minnesota Statute 216D. This meeting notice will be sent to all affected private utility owners located within the project limits. Consultant will perform a GSOC design request for private utility maps and field markings for the topographic survey.

D. Plans

- 1) Consultant will prepare construction documents (plans and specifications) accordance with the MnDOT State Aid standards, the Client's engineering requirements, and trail design requirements as published within the 2019 Federal Highway Administration Bicycle and Pedestrian Planning, Program, and Project Development Manual and the Trail Planning, Design, and Development Guidelines as published by the Minnesota Department of Natural Resources. This process will also include performing utility coordination, securing necessary permits, and performing a QA/QC and constructability review. This task also encompasses the review and review timelines necessary for full project approval through MnDOT State Aid and MnDOT Central Office.

The plans will generally include the following sheets (or combined items on sheets) for the proposed improvements:

- Title sheet
- General Layout plan
- Statement of Estimated Quantities
- Construction Notes
- Typical Sections
- Standard Details
- Construction Plans (removals, plan and profile, utility, traffic control, ADA)
- Structural retaining wall drawings
- Temporary and permanent erosion control plans
- Cross Sections

The consultant will perform field work, analysis of the proposed crossings, and provide a memo with findings and recommended actions for the two locations on CSAH 48 in Baxter. Tasks for the work include:

Field review including:

- Collect average daily traffic volumes over a 48-hour period to identify traffic flows and gaps/headway throughout the day.
- Sight distance measurements for comparison to required intersection stopping distance.
- Photos of the proposed locations and sightlines.

Provide analysis of the proposed crossings including:

- Available gaps for crossing during peak periods.
- Identification of attractors and generators of pedestrian traffic.
- Analysis of warrants that may pertain to the crossing locations.

Consultant will provide documentation with background, methodology, data collection and analysis, findings, and recommendations. Memo reports will include all related graphics, tables and figures as well as supporting data and calculations in an appendix.

E. Project Manual (Client format)

- 1) Consultant will prepare the Project Manual (Client format) including;
 - Advertisement for Bids
 - Instructions to Bidders
 - General and Supplemental Conditions
 - Agreements
 - Bonds
 - Cost Proposals
 - Special provisions
 - Any other documents as required by federal funds.

F. Constructability Review

- 1) Consultant will perform a constructability review, in which a member of the Consultant construction team will review the plans and specifications in their entirety for constructability to evaluate risks associated with construction and potential risk mitigation measures that can be implemented.

G. QA/QC Plan Reviews

- 1) Consultant will conduct a comprehensive QA/QC plan review to ensure all applicable engineering standards and trail grant requirements are met.

H. Permits (NPDES)

- 1) Consultant will coordinate and obtain all permits necessary for construction. Current permits anticipated include WCA and MPCA construction stormwater general permit.

I. MnDOT State Aid Submission and Coordination

- 1) Consultant will coordinate regularly with MnDOT State Aid to ensure timely submittals and deadlines are met for submission of all project-related elements to allow for proper review time and approvals.

Deliverables

- Meeting agenda, meeting minutes, and summary memos for GSOC meeting.
- Construction drawings (30%, 60%, 90%, and 100% design stages)
- Draft and final project manual.
- Meeting agenda, meeting minutes, and summary memos for design meetings.
- Final executed permits.
- QA/QC plan review checklist.
- State Aid review checklist and submittals for final approval.

6. CATEGORICAL EXCLUSION PREPARATION

A. Categorical Exclusion Preparation

- 1) Consultant will prepare a federal Categorical Exclusion for the two federally awarded trail projects. As a first step, Consultant will work with Client to confirm with MnDOT the two projects can be jointly covered under a single environmental document. This should not be a problem, but it is always good to confirm with MnDOT.

Consultant will then prepare early coordination letters and distribute them to MnDOT and MnDNR to review the need for any potential studies and/or mitigation measures that will need to be considered for threatened and endangered species (federal and state) and historic and archaeological resources. Because the project is an independent trail project, there is not a need to coordinate with MnDOT on potential noise study requirements. If the coordination letter responses indicate the need for a historic/archaeological survey or a species survey, Consultant will work with Client to develop an additional scope of work. Depending upon timing, if a historic/archaeological study is needed, the Client can go through State Aid's 80/20 program where MnDOT will pay for 80 percent of the historic/archaeological study. MnDOT is responsible for administering this contract and would pick a sub-consultant to do the work. Consultant would incorporate any findings from their work into the environmental document. If the Client chooses not to participate in the 80/20 program, Consultant will work with the Client to hire a subconsultant to do the work and will coordinate with MnDOT's Cultural Resource Unit on the scope.

Consultant will prepare a draft Categorical Exclusion document that addresses the topics identified in the State Aid template. Consultant will document the purpose and need for the projects; identify the preferred alternative, project funding and costs, and permits needed; identify impacts to identified social, economic, and environmental resources (including wetlands and surface waters, historic/archaeological sites, threatened and endangered species, right of way, potentially contaminated sites, etc.); document any environmental commitments such as limiting tree clearing to winter months, etc.; and noting any engagement activities with the public and activity outcomes. Consultant will also work with the designers to document design standards and typical trail sections and crossing apparatuses. A draft document will be prepared for Client review and comment. Changes will be made, and the document will be submitted to MnDOT State Aid and Central Office for review and comments. Consultant will discuss the comments with the Client and update the document as needed. She will then route the document for Client and MnDOT signature.

It is anticipated that coordination with Crow Wing County staff will be needed due to the project being in their right of way. Meeting time with Crow Wing County is included in the Project Management task. Attendance at project team meetings is also included.

Deliverables

- Draft CATEX for review.
- Final CATEX for signature and submittal.

7. FINAL COST ESTIMATE

A. Final Engineer's Opinion of Probable Cost

- 1) Consultant will prepare a final engineer's opinion of probable construction cost based upon the final tabulated quantities and estimated unit costs for each pay item.

Deliverables

- Engineer's opinion of probable cost.

8. PROJECT BIDDING AND AWARD

A. Project Bidding and Award

- 1) Consultant will assist the Client in establishing a bid opening time, date and location and prepare the necessary notices and publications for advertisement.

During the bidding phase of the project, Consultant will lead responses to plan holders that have pre-bid questions, clarifications, issue addenda (if necessary) and open the bids. Consultant will prepare bid tabulations, bid summary and recommendation letter for consideration of awarding a contract. When the Client awards the construction contract, Consultant will assist in preparing and executing project contracts, bonds, and insurance with the selected contractor.

Deliverables

- Notices and publications.
- Summary of Q & A from bidding.
- Bid tabulations.
- Award recommendation letter.
- Executed contracts, bonds, and insurance.

9. CONSTRUCTION OBSERVATION AND ADMINISTRATION

A. Project Management

- 1) Consultant will provide all services necessary to effectively administer the contract to ensure compliance with construction contract plans and specifications. This task generally includes:
 - General coordination, progress reports, invoices, and billing.
 - Quality control/quality assurance.
 - Preconstruction conference.
 - Performing all labor compliance activities as required for use of the federal funds.

B. On Site Construction Survey, Inspection, and Materials Testing

- 1) Consultant will perform full time construction observation, staking and materials testing during active construction on the project including:
 - Daily inspection.
 - Construction survey and staking.
 - Site progress meetings.
 - Submittal and shop drawing reviews and approvals.
 - Responding to contractor requests for information and questions.
 - Tabulating in place material quantities and items of work and preparing construction pay applications for review by the contractor and the Client.
 - Submission of federal aid and state aid requests on behalf of the Client for reimbursement.

For purposes of estimating on-site inspection effort, Consultant has assumed 10 weeks of active construction inspection at 50 hours per week.

C. Final Close-Out

- 1) Consultant will finalize the project by:
 - Generating a punchlist of remaining contractual obligations and ensuring the completion of the items contained within the punchlist by the contractor.
 - Providing as-built construction drawings after construction completion.

Deliverables

- Preconstruction agenda, meeting invites, and meeting minutes.
- Site progress meeting agenda and minutes.
- Approval submittals and shop drawings.
- Daily inspection logs and weekly reports.
- Draft and final contractor pay applications for City Council approval.
- Project punchlists.
- Project closeout documentation.

II. Compensation

Compensation for the scope of services will be rendered on an hourly basis not to exceed the amount of \$420,247.

Project Management	\$36,544
Geotechnical Exploration.....	\$11,574
Wetland Delineation and Permitting	\$9,482
Existing Right of Way Determination and Acquisition	\$64,972
Topographic Survey, Preliminary and Final Design, Plans, and Specs	\$94,008
Categorical Exclusion Preparation	\$23,900
Final Cost Estimate	\$3,492
Project Bidding.....	\$4,067
Construction Observation and Administration	\$124,248

Expenses and Subcontracts

Permit Fees.....	\$1,160
Mileage, Postage, Hotels (right of way)	\$2,000
Drill Rig Fees, Unit Rental, Mileage.....	\$2,800
Materials Testing Allowance.....	\$10,000
Ownership and Encumbrance Reports	\$8,250
Subconsultant – Valbridge Appraisals - Appraisals	\$18,000
Subconsultant – Foster Appraisals – Appraisal Reviews	\$5,750

TOTAL..... \$420,247

III. Assumptions

1. Assumes attendance at fifteen (15) Utility Commission meetings throughout the project duration and preparation of materials for such meetings throughout the project life cycle.
2. Assumes five (5) project update and plan development meetings with Client.
3. Assumes one (1) pre-bid meeting with Client.
4. Assumes three (3) coordination meetings with Crow Wing County for discussion about the trail in the County right of way, cost share, and other design/construction related topics during project development.
5. Assumes ten (10) parcels on this project with fee, permanent and/or temporary easement acquisitions.
6. Right of way negotiations will continue until the title and possession date. Any services requested beyond that date would be billed at standard hourly rates.
7. Eminent domain services include providing documentation to the Client. If additional services are needed, the contract would need to be amended to include those services.
8. Assumed that historic/archaeological survey is not needed for submission of the environmental document. If this study is warranted, Consultant will work with the Client to hire a subconsultant for the work and include the findings from such study within the environmental document.
9. Assumes ten (10) weeks of active construction for fifty (50) hour/week for construction inspection, contract administration, and materials testing. This is the level of effort that is assumed to be needed to perform construction observation during active construction along with completing all paperwork and documentation necessary for use of the federal funds.
10. Proposal assumes 5% increase in rates annually starting in 2024 and considers schedule for completion of work tasks (i.e. Task 9 assumes construction commencing and being completed in 2027, so assumed 5% increase in 2025, 2026, and 2027 is assumed in rates proposed for Task 9). A listing of assumed inflationary increases per task is below:

Task 1: Project Management	2026 Rates (assumed @5%/yr)
Task 2: Geotechnical Exploration	2024 Rates (actual)
Task 3: Wetland Delineation and Permitting	2024 Rates (actual)
Task 4: Existing ROW Determination and Acquisition	2026 Rates (assumed @5%/yr)
Task 5: Topo Survey, Pre and Final Design, Plans, and Specs	2025 Rates (assumed @5%/yr)
Task 6: Categorical Exclusion Preparation	2025 Rates (assumed @5%/yr)
Task 7: Final Cost Estimate	2026 Rates (assumed @5%/yr)
Task 8: Project Bidding	2026 Rates (assumed @5%/yr)
Task 9: Construction Observation and Administration	2027 Rates (assumed @5%/yr)

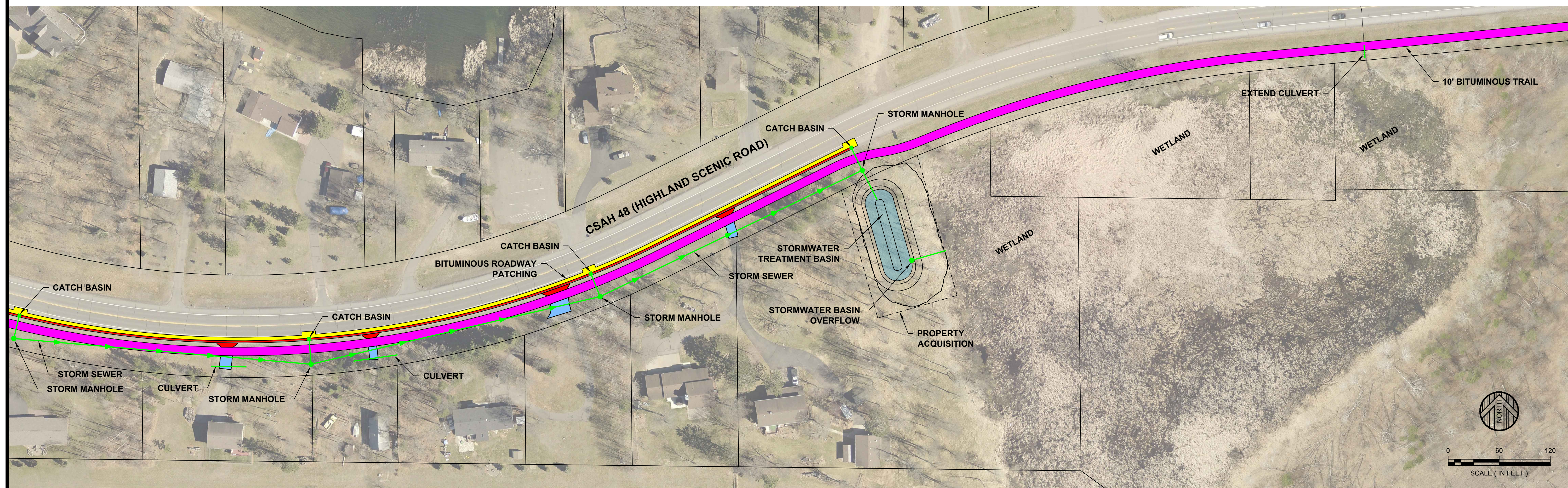
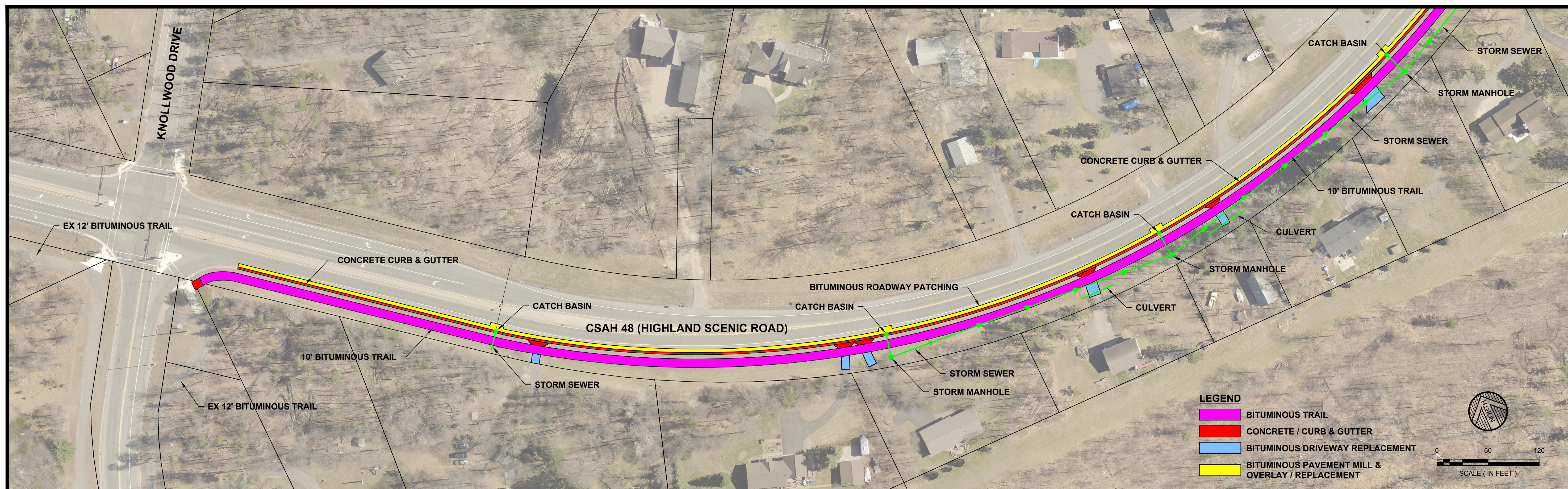
2024 Rate Schedule

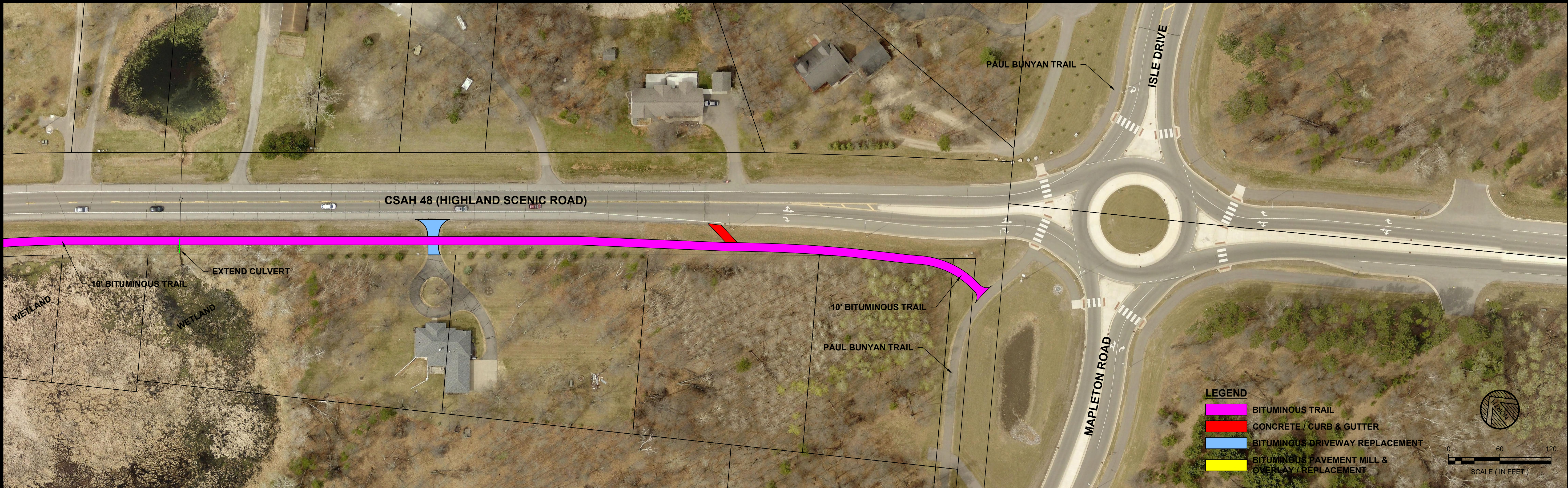


	Billing Rate/Hour
SR. PRINCIPAL SR. ASSOCIATE	\$249 – \$265
PRINCIPAL ASSOCIATE	\$184 – \$237
SR. PROJECT MANAGER SR. PROJECT ENGINEER	\$184 – \$237
PROJECT MANAGER PROJECT MANAGER ASSISTANT	\$90 – \$180
PROJECT ENGINEER GRADUATE ENGINEER	\$108 – \$179
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$72 – \$177
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$82 – \$172
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$73 – \$170
PLANNER SR. PLANNER	\$85 – \$177
GIS SPECIALIST SR. GIS SPECIALIST	\$82 – \$177
CONSTRUCTION OBSERVER	\$110 – \$143
SURVEY	
Survey Office Technician	\$128 – \$159
Drone Pilot	\$186
One-Person Crew	\$186
Two-Person Crew	\$250
OFFICE TECHNICIAN	\$64 – \$140

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







CSAH 48 TRAIL

CSAH 48 TRAIL HSIP SOLICITATION
CITY OF BAXTER
BAXTER, MINNESOTA
TRAIL EXHIBIT

DATE: OCT 2023
SCALE: AS SHOWN
DRAWN BY: ALW
CHECKED BY: ALW
JOB NUMBER: 2023-11837

DATE	REV#	REVISIONS DESCRIPTION	BY

WIDSETH

ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

ARIC WELCH DATE: ### LIC. NO. ###

WIDSETH

ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT IN THE STATE OF MINNESOTA, AND THAT I AM A FULLY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

**CSAH 48 TRAIL IMPROVEMENTS
HIGHWAY SAFETY IMPROVEMENT PROJECT SOLICIATION
ENGINEER'S ESTIMATE
BAXTER, MN
Wednesday, November 1, 2023**

ITEM NO.	SPEC NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL PROJECT	
					ESTIMATED QUANTITY	TOTAL COST
1	2021.501	MOBILIZATION	LUMP SUM	\$32,500.00	1	\$32,500.00
2	2101.505	CLEARING	ACRE	\$5,200.00	0.65	\$3,380.00
3	2101.505	GRUBBING	ACRE	\$5,200.00	0.65	\$3,380.00
4	2101.505	GRUBBING	TREE	\$400.00	10	\$4,000.00
5	2101.524	CLEARING	TREE	\$300.00	10	\$3,000.00
6	2104.502	REMOVE PIPE APRON	EACH	\$290.00	4	\$1,160.00
7	2104.502	SALVAGE SIGN	EACH	\$90.00	18	\$1,620.00
8	2104.502	SALVAGE SIGN TYPE SPECIAL (911)	EACH	\$50.00	8	\$400.00
9	2104.503	REMOVE PIPE CULVERT	LIN FT	\$20.00	120	\$2,400.00
10	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$8.00	6	\$48.00
11	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$4.00	2040	\$8,160.00
12	2104.503	REMOVE CURB & GUTTER	LIN FT	\$11.50	10	\$115.00
13	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$5.75	1300	\$7,475.00
14	2106.507	EXCAVATION - COMMON	CU YD	\$19.50	3750	\$73,125.00
15	2123.510	COMMON LABORERS	HOURL	\$95.00	15	\$1,425.00
16	2123.610	SKID LOADER	HOURL	\$155.00	15	\$2,325.00
17	2123.610	STREET SWEEPER (WITH PICKUP BROOM AND WATER)	HOURL	\$160.00	12	\$1,920.00
18	2301.504	CONCRETE PAVEMENT 8"	SQ YD	\$86.00	85	\$7,310.00
19	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$115.00	300	\$34,500.00
20	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B)	TON	\$98.00	150	\$14,700.00
21	2501.502	CS PIPE APRON	EACH	\$1,150.00	4	\$4,600.00
22	2501.502	RC PIPE APRON	EACH	\$1,725.00	4	\$6,900.00
23	2501.503	CS PIPE CULVERT	LIN FT	\$75.00	100	\$7,500.00
24	2501.503	RC PIPE CULVERT	LIN FT	\$115.00	20	\$2,300.00
25	2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$75.00	470	\$35,250.00
26	2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$85.00	350	\$29,750.00
27	2503.503	18" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$100.00	410	\$41,000.00
28	2503.503	21" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$115.00	40	\$4,600.00
29	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$1,400.00	2	\$2,800.00
30	2506.502	CASTING ASSEMBLY (STORM 700-7)	EACH	\$1,050.00	4	\$4,200.00
31	2506.502	CASTING ASSEMBLY (STORM NEENAH R-3250-DVSP)	EACH	\$1,100.00	5	\$5,500.00
32	2506.602	CONSTRUCT CONTROL STRUCTURE	EACH	\$11,500.00	1	\$11,500.00
33	2506.603	CONSTRUCT DRAINAGE STRUCTURE	LIN FT	\$980.00	54	\$52,920.00
34	2511.507	RANDOM RIPRAP CLASS III	CU YD	\$140.00	6.3	\$882.00
35	2108.504	GEOTEXTILE FABRIC TYPE 3	SQ YD	\$17.25	12	\$207.00
36	2521.518	6" CONCRETE WALK	SQ FT	\$11.00	1700	\$18,700.00
37	2521.518	3" BITUMINOUS WALK	SQ FT	\$4.50	34270	\$154,215.00
38	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$25.00	1810	\$45,250.00
39	2531.618	TRUNCATED DOMES	SQ FT	\$65.00	24	\$1,560.00
40	2563.601	TRAFFIC CONTROL	LUMP SUM	\$7,500.00	1	\$7,500.00
41	2564.502	INSTALL SIGN	EACH	\$230.00	18	\$4,140.00
42	2564.518	SIGN PANELS TYPE C	SQ FT	\$60.00	9	\$540.00
43	2564.602	INSTALL SIGN TYPE SPECIAL (911)	EACH	\$45.00	8	\$360.00
44	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$175.00	4	\$700.00
45	2573.503	SILT FENCE, TYPE MS	LIN FT	\$4.00	1200	\$4,800.00
46	2574.507	SCREENED TOPSOIL BORROW	CU YD	\$28.75	1035	\$29,756.25
47	2574.508	FERTILIZER TYPE 3 (10-10-20)	POUND	\$1.25	555	\$693.75
48	2575.508	SEED MIXTURE	POUND	\$5.25	740	\$3,885.00
49	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$3.00	7215	\$21,645.00

ESTIMATED 2024 CONSTRUCTION COST:

\$706,597.00

FUNDING YEAR:

ESTIMATED CONSTRUCTION COST (3% CONSTRUCTION COST INDEX):

2025	2026	2027	2028
\$727,794.91	\$749,628.76	\$772,117.62	\$795,281.15

FEDERAL FUNDING (90% OF ELIGIBLE COSTS WITH MAXIMUM OF \$500,000 PER PROJECT):

\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00
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REMAINING CONSTRUCTION COSTS:

\$227,794.91	\$249,628.76	\$272,117.62	\$295,281.15
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OTHER PROJECT COSTS

ENGINEERING, LEGAL, FINANCE, ADMIN AND OTHER COSTS (25%):

\$181,948.73	\$187,407.19	\$193,029.41	\$198,820.29
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PROPERTY ACQUISITION:

STORMWATER TREATMENT BASIN (16,000SF @ \$2.00/SF):

\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00
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TOTAL:

\$213,948.73	\$219,407.19	\$225,029.41	\$230,820.29
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LOCAL FUNDING SUMMARY:

CONSTRUCTION:

\$227,794.91	\$249,628.76	\$272,117.62	\$295,281.15
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NON FUNDING ELIGIBLE COSTS:

\$213,948.73	\$219,407.19	\$225,029.41	\$230,820.29
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TOTAL REQUIRED LOCAL FUNDING:

\$441,743.64	\$469,035.95	\$497,147.03	\$526,101.44
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CSAH 48 TRAIL



CSAH 48 TRAIL

- LEGEND**
- BITUMINOUS TRAIL
 - CONCRETE / CURB & GUTTER
 - BITUMINOUS DRIVEWAY REPLACEMENT
 - BITUMINOUS PAVEMENT MILL & OVERLAY / REPLACEMENT

DATE	REVISIONS DESCRIPTION	DATE	REVISIONS DESCRIPTION

OCT 2023	AS SHOWN	ALW
DRAWN BY:		
CHECKED BY:		

CSAH 48 TRAIL IMPROVEMENTS
TRANSPORTATION ALTERNATIVES SOLICITATION
ENGINEER'S ESTIMATE
BAXTER, MN
Wednesday, November 1, 2023

ITEM NO.	SPEC NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL PROJECT	
					ESTIMATED QUANTITY	TOTAL COST
1	2021.501	MOBILIZATION	LUMP SUM	\$15,500.00	1	\$15,500.00
2	2101.505	GRUBBING	TREE	\$400.00	10	\$4,000.00
3	2101.524	CLEARING	TREE	\$300.00	10	\$3,000.00
4	2104.502	SALVAGE SIGN	EACH	\$90.00	10	\$900.00
5	2104.502	SALVAGE SIGN TYPE SPECIAL (911)	EACH	\$50.00	2	\$100.00
6	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$8.00	24	\$192.00
7	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$4.00	445	\$1,780.00
8	2104.503	REMOVE CURB & GUTTER	LIN FT	\$11.50	230	\$2,645.00
9	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$5.75	400	\$2,300.00
10	2106.507	EXCAVATION - COMMON	CU YD	\$19.50	1500	\$29,250.00
11	2123.510	COMMON LABORERS	HOUR	\$95.00	10	\$950.00
12	2123.610	SKID LOADER	HOUR	\$155.00	10	\$1,550.00
13	2123.610	STREET SWEEPER (WITH PICKUP BROOM AND WATER)	HOUR	\$160.00	10	\$1,600.00
14	2232.504	MILL BITUMINOUS SURFACE	SQ YD	\$4.00	1010	\$4,040.00
15	2301.504	CONCRETE PAVEMENT 8"	SQ YD	\$86.00	42	\$3,612.00
16	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$115.00	270	\$31,050.00
17	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B)	TON	\$98.00	80	\$7,840.00
18	2521.518	6" CONCRETE WALK	SQ FT	\$11.00	1780	\$19,580.00
19	2521.518	3" BITUMINOUS WALK	SQ FT	\$4.50	18860	\$84,870.00
20	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$25.00	505	\$12,625.00
21	2531.504	CONCRETE MEDIAN	SQ YD	\$75.00	180	\$13,500.00
22	2563.601	TRAFFIC CONTROL	LUMP SUM	\$6,500.00	1	\$6,500.00
23	2564.502	INSTALL SIGN	EACH	\$230.00	10	\$2,300.00
24	2564.518	SIGN PANELS TYPE C	SQ FT	\$60.00	45	\$2,700.00
25	2564.602	INSTALL SIGN TYPE SPECIAL (911)	EACH	\$45.00	2	\$90.00
26	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYS	\$28,750.00	2	\$57,500.00
27	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$175.00	5	\$875.00
28	2573.503	SILT FENCE, TYPE MS	LIN FT	\$4.00	400	\$1,600.00
29	2574.507	SCREENED TOPSOIL BORROW	CU YD	\$28.75	490	\$14,087.50
30	2574.508	FERTILIZER TYPE 3 (10-10-20)	POUND	\$1.25	300	\$375.00
31	2575.508	SEED MIXTURE	POUND	\$5.25	400	\$2,100.00
32	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$3.00	3900	\$11,700.00
33	2582.503	4" SOLID LINE PAINT	LIN FT	\$0.60	2330	\$1,398.00
34	2582.503	8" SOLID LINE PAINT	LIN FT	\$1.25	125	\$156.25
35	2582.503	12" SOLID LINE PAINT	LIN FT	\$3.00	140	\$420.00

ESTIMATED 2024 CONSTRUCTION COST:	\$342,685.75
ESTIMATED 2028 CONSTRUCTION COST (3% CONSTRUCTION COST INDEX)	\$385,695.83

FEDERAL FUNDING FOR CONSTRUCTION (80%):	2023 DOLLARS
LOCAL FUNDING FOR CONSTRUCTION (20%):	\$308,556.66
	\$77,139.17

NON FUNDING ELIGIBLE PROJECT COSTS	
ENGINEERING, LEGAL, FINANCE, ADMIN AND OTHER COSTS (25%):	\$96,423.96
PEDESTRIAN CROSSWALK FLASHER WARRANT STUDY:	\$10,000.00
PROPERTY ACQUISITION:	
TRAIL (\$19,500/SF @ \$2.00/SF):	<u>\$39,000.00</u>
TOTAL:	<u>\$145,423.96</u>

LOCAL FUNDING SUMMARY:	
CONSTRUCTION:	\$77,139.17
NON FUNDING ELIGIBLE COSTS:	<u>\$145,423.96</u>
TOTAL REQUIRED LOCAL FUNDING:	<u>\$222,563.12</u>

Memo

Date: 02/09/2024

To: Tim Bray
County Engineer, Crow Wing County

From: Eric DeVoe
MnDOT Office of Traffic Engineering

RE: Federal Safety Funds Awarded

In November 2023, the Office of Traffic Engineering (OTE) completed a solicitation for local Highway Safety Improvement Program (HSIP) projects in Greater Minnesota. The selection committee prioritized projects that:

- Identified in a County Road Safety Plan or systemic safety plan
- Addressed a high-risk area
- Implemented low-cost, high-benefit strategies

Your project has been selected to receive federal safety funds. State Aid for Local Transportation (SALT) will work with your District State Aid Engineer (DSAE) to coordinate project development and construction via the Delegated Contract Process (DCP). Please note that a local match equal to at least 10% of total project costs is required for these funds.

If you have questions, feel free to contact Girma Feyissa at girma.feyissa@state.mn.us or 651-366-3818.

Project number	018-070-024
Application number	Nov23_L3-14
Agency	Crow Wing County
ATP	3
MPO	None
Project description	Multi-use trail along CSAH-48 in Baxter
Estimated output	0.7 miles
Program year	2026
Type of safety funds	HSIP
Federal funds awarded	\$750,000

CC: DSAE, SALT, OTE

April 19, 2024

Mr. Trevor Walter
Public Works Director
City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

Dear Mr. Walter:

Congratulations, we are pleased to inform you that your Transportation Alternatives (TA) program application for CSAH 48 Trail project was selected for funding by the Central Minnesota Area Transportation Partnership (ATP) on April 4, 2024.

The ATP approved award of your project for funding acting on the recommendation of its Area Transportation Improvement Program Committee that met on March 13, 2024, and its TA Committee that met on March 6, 2024. The TA Committee's recommendation was based on a technical evaluation and scoring of all applications received and consideration of applicable regional significance and funding.


A total of \$2,474,038 in federal TA funds was made available to the central Minnesota region for this year's solicitation. Your project was awarded \$306,629 in federal funds for fiscal year 2028, which is from July 1, 2027, to June 30, 2028. Please note that federal funding for your project is capped and that you will be responsible for the local matching funds and any additional costs that may be necessary to complete the project as proposed in your application.

Please note before starting work on your project, the project must first be programmed into the State Transportation Improvement Program (STIP), and you must secure federal authorization. Do not expend any funds or proceed with any phase of your project that you wish to be reimbursed for until you have been notified the project is authorized and an executed agreement is in place between the project sponsor and the Minnesota Department of Transportation (MnDOT).

The MnDOT State Aid Office can assist you with specific guidance on managing your TA project and negotiating the federal process for reimbursement. Locally, you can contact District 3 State Aid Engineer, Angie Tomovic, at 218/232-8981 or andjela.tomovic@state.mn.us for assistance.

Again, congratulations on a successful application. If you would like to receive a copy of the summary of the TA Committee's review of your application, please contact Mary Nieken at mary.nieken@state.mn.us.

Sincerely,


Steven J. Voss
District Planning Director

cc: Angie Tomovic, MnDOT District 3, 3725-12th Street North, St. Cloud, MN 56303
Jeff Lenz, MnDOT District 3, 7694 Industrial Park Road, Baxter, MN 56425
Tad Erickson, Region 5 Development Commission, 200 First Street NW, #2, Staples, MN 56479