

May 28, 2024

David Chanski – City Administrator  
City of Breezy Point  
8319 Co. Rd. 11  
Breezy Point, MN 56472

**Re: Agreement for Professional Services  
Wastewater Facility Planning – MPCA and PFA Facilitation and SDS Permit Modification**

Honorable Mayor and City Council Members:

Thank you for the opportunity to provide continued assistance to the City of Breezy Point by advancing the Wastewater Facility Planning to the next stage of Minnesota Pollution Control Agency (MPCA) Facility Planning and Environmental Review. With the City Council's acceptance of the recommended project improvements presented at your May 21, 2024 meeting, we have prepared the following scope of services and agreement to take the project the next steps through the Facility Planning process, and MPCA and Public Financing Authority (PFA) review.

Facility Plan/Environmental Report Submittal, Coordination, and Facility Permitting

- The Facility Plan, MPCA Scoring Sheet, and other associated Agency forms will be prepared and submitted to the MPCA and PFA for review in accordance with their submittal schedules.
- We will work with the MPCA to answer agency questions and facilitate the review process.
- Our environmental team will assist with facilitating the environmental review process. This includes documentation of agency reviews and comments.
- Our funding assistance department will work with PFA staff and City staff to provide current City financial information. This will enable future low-interest loan opportunities through PFA to assist with financing the project.
- We will make a request on the City's behalf to place the project on the Project Priority List (PPL). This begins the journey through the PFA funding/financing process. This does not obligate the City to this funding assistance source; however, it does provide visibility to other possible funding assistance sources that are typically discussed each fall as the PFA reviews possible projects with other compatible agencies.
- As part of the services provided in this agreement, we will prepare the necessary individual permit modification request (construction, increased design flow) for the City's State SDS Permit No. MN0047457. The permit modification review fee required by the MPCA can vary but is anticipated to be ~~\$9,300.00~~ based on current MPCA published fees. This fee, and future permitting fees, are in addition to our professional services fee agreement(s).
- Specific permits that will be required for facility construction by various governing agencies normally takes place after Construction Plans have been prepared, submitted, and the Construction Plans have been certified by MPCA. This proposal does not include preparation of construction plans and specifications. A design phase agreement would be prepared after the Facility Plan has been approved by the MPCA that incorporates design requirements the Agency may stipulate after their review of the Facility Plan.

The schedule to complete this scope of work can be somewhat lengthy and depends on annual submittal windows as noted in the guidance we've attached for your information. An application for placement on the PPL can, and should, be made as soon as the City is able to do so. The City should anticipate efforts described will be ongoing into 2025. We will want to submit for Facility Plan approval and placement on the PPL by March 1, 2025. The MPCA will draft a modified permit when we get to that

stage and a public posting and comment period will be required. These reviews can affect the City's current permitted effluent discharge limits and monitoring/testing parameters and frequency of reporting.

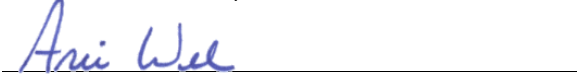
Our estimated fee for completing the described scope of professional services is **\$35,000**. We propose to perform the services described on an hourly basis in accordance with the attached fee schedule. Thanks again for giving us the opportunity to submit this Agreement. We look forward to collaborating with you on this project. Please contact us if you have questions. We will consider receipt of a signed copy of this Agreement to be our Notice to Proceed.

Sincerely,

**WIDSETH SMITH NOLTING AND ASSOCIATES INC. (Widseth)**



David S. Reese, PE | VP



Aric Welch, PE | VP

Enclosures: WIDSETH 2024 Fee Schedule  
WIDSETH General Provisions of Professional Services Agreement

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Fees shall be billed monthly in accordance with our fee schedule that is in effect when the work is performed with payment due within 30 days of billing. Attached is our 2024 fee schedule. A finance charge is computed at a periodic rate of 1% per month (annual percentage rate of 12%) on past due balance.

**Wastewater Facilities Plan**  
**MPCA and PFA Process Administration**  
**and Permit Modification Request**                      **Hourly, Not-to-Exceed \$35,000.00**

Accepted by **City of Breezy Point**

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Angel Zierden, Mayor  
Authorized Signatory

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David Chanski, City Administrator  
Authorized Signatory

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Date Approved



Public Facilities Authority ● Pollution Control Agency ● Department of Health

Date: January 17, 2024

To: Public Wastewater, Stormwater, and Drinking Water Officials

**Subject: Accepting Water Infrastructure Projects for 2025 Project Priority List and State Revolving Fund Loan (SRF) Intended Use Plans (Includes Infrastructure Investment and Jobs Act (IIJA) Funds)**

Submissions to place public wastewater, stormwater, and drinking water infrastructure improvement projects on the 2025 Project Priority Lists (PPL) and Intended Use Plans (IUP) for the **Clean Water Revolving Fund (CWRF)** and Drinking Water State Revolving Fund (DWRFs) are now being accepted. This includes PPL and IUP requests for publicly and privately owned drinking water lead service line replacement projects and projects to address emerging contaminants for drinking water systems.

The Minnesota Public Facilities Authority (PFA) administers several state funding programs for water infrastructure in partnership with the Minnesota Pollution Control Agency (MPCA) and Minnesota Department of Health (MDH). These funding programs include the State Revolving Funds (the CWRF and DWRF), Water Infrastructure Fund (WIF) grants, Minnesota's Lead Service Line Replacement Grant, Point Source Implementation Grants (PSIG) and the Small Community Wastewater Treatment Program.

The CWRF and the DWRF provide low interest loans and other funding to local governments for eligible projects based on priorities determined by the MPCA (for wastewater and stormwater projects) and the MDH (for drinking water projects).

The first step in the funding process is for a project to be listed on the appropriate PPL. The PPLs rank projects that will be ready for construction within the next five years. Projects are ranked in priority order based on the age and condition of existing infrastructure and environmental and public health criteria. All projects must be listed on the appropriate PPL to be eligible for any of the PFA funding programs.

The second step in the funding process for most projects seeking CWRF or DWRF loans (including IIJA funds and lead service line replacement funds) is to be listed on the appropriate State Revolving Fund IUP. The State Revolving Funds (SRFs) are the state's largest funding programs, and the majority of projects will receive at least a portion of funding through the SRFs. Cities and other system owners must request their projects to be placed on the appropriate 2025 IUP if they expect to be ready for construction and are seeking SRF financing in state fiscal year 2025 (July 1, 2024 to June 30, 2025).

The SRFs are supported by a combination of federal and state funding and revolving loan repayments. The recently adopted Federal Infrastructure Investment and Jobs Act (IIJA) will provide additional federal funding over the next three years through the State Revolving Funds. IIJA provides additional funds for

Working in cooperation: Minnesota Public Facilities Authority, Minnesota Pollution Control Agency and Minnesota Department of Health.

SRF low interest loans and also for principal forgiveness grants based on WIF affordability criteria and for green infrastructure projects. IJA also makes funding available for new SRF project categories to replace drinking water lead service lines and address emerging contaminants.

All funding will continue to follow the existing process, starting with projects requesting placement on the Project Priority Lists and Intended Use Plans. The funding process repeats each year. Projects that aren't ready for the 2025 PPLs and IUPs can apply in a future year.

PPL and IUP Deadlines and Contacts are listed below. Additional information and instructions are included.

### **Project Priority List Submissions – Clean Water Revolving Fund**

Agency: Minnesota Pollution Control Agency ([www.pca.state.mn.us/ppl](http://www.pca.state.mn.us/ppl))

Projects: Wastewater and Stormwater

Deadlines: March 1, 2024 (or before) submit to MPCA

- PPL application and scoring worksheet, including supporting documentation as required
- Wastewater facilities plans
- Stormwater project plans

Contact: Bill Dunn, Clean Water Revolving Fund Coordinator, 651-757-2324, [bill.dunn@state.mn.us](mailto:bill.dunn@state.mn.us)

### **Project Priority List Submissions – Drinking Water Revolving Fund**

Agency: Minnesota Department of Health ([www.health.state.mn.us/divs/eh/water/dwrf](http://www.health.state.mn.us/divs/eh/water/dwrf))

Projects: Drinking water projects, including replacement of lead service lines

Deadlines: May 3, 2024 (or before) submit to MDH ([health.dwrfapplication@state.mn.us](mailto:health.dwrfapplication@state.mn.us))

Contact: Todd Johnson, 218-308-2110, Program Coordinator, [todd.johnson@state.mn.us](mailto:todd.johnson@state.mn.us)

### **Intended Use Plan Requests – Both Programs**

Agency: Minnesota Public Facilities Authority ([mn.gov/deed/pfa](http://mn.gov/deed/pfa))

Programs: Clean Water Revolving Fund, Drinking Water Revolving Fund

Contacts: Mary Jane Schultz, 651-259-7467, [Maryjane.schultz@state.mn.us](mailto:Maryjane.schultz@state.mn.us)

Deadlines: June 7, 2024, submit to Public Facilities Authority

Loan Officers: [Contact the Public Facilities Authority / Public Facilities Authority \(mn.gov\)](#)



## Accepting Submissions from **Wastewater** or Stormwater Projects for the 2025 Clean Water Project Priority List

Proposals are being accepted to place wastewater or stormwater collection and treatment system projects on the Clean Water Project Priority List (PPL). **Projects must be on the PPL to be eligible to apply for low interest CWRP loans and other state grants and loans from the Minnesota Public Facilities Authority (PFA).** PFA financing is for municipal infrastructure investments which contribute to water quality benefits. Funding is not available for privately owned infrastructure.

Please Note: Projects on the 2024 PPL will automatically be re-listed on the 2025 PPL unless the project has received funding, requested removal or shown no progress in the past five (5) years. If necessary, please submit updated project costs, construction schedule, and PPL scoring parameters. It is to your advantage to keep all scoring information as current as possible.

Green Project Reserve (GPR): Projects believed to meet the GPR eligibility requirements as described in the PPL application forms should indicate their potential GPR eligibility in the PPL application and Intended Use Plan (IUP) request for placement.

Procurement of Engineering Services: A portion of projects funded by the CWRP must follow a Qualifications Based Selection (QBS) process for consulting engineering services. Applicants to the PPL are encouraged to follow a QBS process for engineering services.

Municipalities planning to start construction and receive CWRP financing before June 30, 2025, must also submit a request to the PFA to place the project on the 2025 IUP.

### IMPORTANT DEADLINES:

Wastewater Facilities Plans or Stormwater Project Plans for project seeking placement on the 2025 IUP are due to the MPCA (to ensure priority review) .....March 1, 2024 or before

Request for Placement on 2025 PPL due to the MPCA .....March 1, 2024 or before

Request for Placement on the 2025 IUP due to the PFA .....June 7, 2024 or before

Wastewater Facilities Plans or Stormwater Project Plans preliminary approval by MPCA for 2025 IUP projects .....June 28, 2024 or before

To obtain necessary PPL instructions, application forms and general program information go to:

<https://www.pca.state.mn.us/water/wastewater-and-stormwater-financial-assistance>

For more information, to receive materials by postal mail or to ask questions, please contact:

Bill Dunn, Clean Water Revolving Fund Coordinator  
Minnesota Pollution Control Agency  
520 Lafayette Road North  
Saint Paul, MN 55155-4194  
651-757-2324 or [bill.dunn@state.mn.us](mailto:bill.dunn@state.mn.us)

- ✓ Submit all applications to: [PPL.Submittals.PCA@state.mn.us](mailto:PPL.Submittals.PCA@state.mn.us)
- ✓ Submit facilities plans and stormwater project plans to the MPCA assigned review engineer as well as [PPL.Submittals.PCA@state.mn.us](mailto:PPL.Submittals.PCA@state.mn.us)



## Drinking Water Revolving Fund

### Accepting Submissions for 2025 Project Priority List

The Minnesota Department of Health (MDH) is soliciting requests to place new projects on the Drinking Water Revolving Fund (DWRf) Project Priority List (PPL). Projects must be on the list to be eligible for below-market rate DWRf loans and affordability grants to improve public drinking water systems. Typical projects include watermain, wells, water treatment plants, water towers and lead service lines. Funding is **not** for expansion of water systems to serve future growth or for fire suppression infrastructure.

- Submissions are easy to prepare. Go to <https://www.health.state.mn.us/communities/environment/water/dwrf/ppl.html> for instructions on what to submit, a general DWRf program overview and a simple example of a submission.
- Submissions are due at MDH by **Friday, May 3, 2024** ([health.dwrfapplication@state.mn.us](mailto:health.dwrfapplication@state.mn.us))
- Water system owners planning to start construction and receive DWRf financing before June 30, 2025, must also submit a request to the Public Facilities Authority (PFA) to place the project on the 2025 Intended Use Plan (IUP).
- For drinking water systems serving populations greater than 1,000, an up-to-date Water Supply Plan (WSP) must be approved by DNR to be eligible for DWRf funding.
- **Lead Service Line Projects: Currently, grant funding is available for replacement of the privately-owned portion of lead service lines (LSL). Public water systems need to apply for the funding. The funding cannot be provided directly to the property owner. LSL replacement projects must be listed on the PPL and IUP in order to get funding. LSL projects can be done in coordination with a watermain replacement project or can be funded as a stand-alone project. More information about applying for lead service line funding can be found at: <https://www.health.state.mn.us/communities/environment/water/lslrfund.html>**
- **Questions?** Contact Todd Johnson at 218-308-2110 or [todd.johnson@state.mn.us](mailto:todd.johnson@state.mn.us)



**Clean Water Revolving Fund  
Drinking Water Revolving Fund  
Requests for Placement on the 2025 Intended Use Plans**

**Includes Infrastructure Investment and Jobs Act (IIJA) Funds**

The Minnesota Public Facilities Authority (PFA) is responsible for financial management of the Clean Water Revolving Fund (CWRF) and Drinking Water Revolving Fund (DWRf) programs and makes funding awards to eligible projects. Each year the PFA prepares an Intended Use Plan (IUP) for each program that lists the projects eligible to apply for loans. Wastewater and stormwater projects seeking CWRF loans must be listed on the Minnesota Pollution Control Agency's (MPCA) Project Priority List to be eligible for placement on the IUP, and construction projects must have an approved facility plan. Drinking water projects seeking DWRf loans must be listed on the Minnesota Department of Health's Project Priority List to be eligible for placement on the IUP.

The PFA is accepting requests through June 7, 2024 for placement on the 2025 IUPs. The 2025 IUPs will list projects that are expected to receive all necessary approvals and be ready to proceed in state fiscal year (FY) 2025 (July 1, 2024 to June 30, 2025).

The PFA will prepare the 2025 IUPs based on the requests received, the project priorities set by the MPCA and Department of Health, and the amount of loan funds available. There is no guarantee that all projects requesting placement on the 2025 IUPs will be placed in the fundable range and allowed to apply for loans.

The CWRF and DWRf are supported by a combination of federal and state funding and revolving loan repayments. In addition to regular funding, the 2024 IUPs will also include additional federal funding from the Infrastructure Investment and Jobs Act (IIJA) for low interest loans and principal forgiveness grants based on state affordability criteria and for green infrastructure. IIJA also makes funding available for new SRF project categories to replace drinking water lead service lines and address emerging contaminants. All funding will continue to follow the existing process, starting with projects requesting placement on the Project Priority Lists and Intended Use Plans.

A written request must be submitted to the PFA by June 7, 2024 to request placement on the 2025 CWRF or DWRf IUP. IUP requests should be sent to the appropriate PFA loan officer. See Regional Contacts (<https://mn.gov/deed/pfa/contact/>) for loan officer information. The request must be signed by a municipal official (mayor, clerk, administrator, etc.) of the municipality that will be issuing a general obligation bond to the PFA as security for the loan.

**Minnesota Public Facilities Authority**

1<sup>st</sup> National Bank Building • 332 Minnesota St. • Suite W820 • Saint Paul, MN 55101-1378 • USA  
651-259-7469 • 800-657-3858 TOLL FREE • 651-296-8833 FAX • [mn.gov/pfa](https://mn.gov/pfa)



# MINNESOTA

## PUBLIC FACILITIES AUTHORITY

### *2025 Intended Use Plan Notice and Instructions (cont.)*

For each separate project please provide the following information:

- The project name and description as it is (or will be) shown on the Project Priority List.
- The current project cost estimate and information about the status of any other sources of funds being sought or received (including any temporary financing).
- A project schedule showing the following estimated dates:
  - submittal of plans and specifications to the MPCA or Department of Health
  - bid advertising and bid opening dates
  - construction start
  - construction end
- For lead service line replacement projects, PFA may request that cities submit additional information on planned approaches for project delivery and targeted project service areas after the IUP request is submitted.

The PFA encourages clean water projects that improve water efficiency, energy efficiency, or mitigate stormwater runoff (Green Project Reserve – GPR), and principal forgiveness grant funds may be available for these projects. If applicable, the IUP request should provide the estimated cost of project components that address these issues as described in information provided by the MPCA.

General questions about the IUP process may be directed to Mary Jane Schultz ([maryjane.schultz@state.mn.us](mailto:maryjane.schultz@state.mn.us)) or at 651-259-7467. Specific project financing questions should be directed to the appropriate [PFA loan officer](#).

### Minnesota Public Facilities Authority

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# General Provisions of Professional Services Agreement

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

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

## ARTICLE 1. PERIOD OF SERVICE

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

## ARTICLE 2. SCOPE OF SERVICES

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

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

## ARTICLE 3. COMPENSATION TO WIDSETH

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

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

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

## ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

## ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

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

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

# WIDSETH

ARCHITECTS ■ ENGINEERS  
SCIENTISTS ■ SURVEYORS

## ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

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

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

## ARTICLE 8. OPINIONS OF COST

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

## ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

## ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

## ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

#### **ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

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

#### **ARTICLE 13. CONSTRUCTION OBSERVATION**

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

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

#### **ARTICLE 14. BETTERMENT**

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

#### **ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

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

#### **ARTICLE 16. CONTINGENCY FUND**

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

#### **ARTICLE 17. INSURANCE**

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

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

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

#### **ARTICLE 18. ASSIGNMENT**

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

#### **ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

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

#### **ARTICLE 20. CORPORATE PROTECTION**

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

#### **ARTICLE 21. CONTROLLING LAW**

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

#### **ARTICLE 22. ASSIGNMENT OF RISK**

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

#### **ARTICLE 23. NON-DISCRIMINATION**

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

#### **ARTICLE 24. SEVERABILITY**

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

#### **ARTICLE 25. PRE-LIEN NOTICE**

**PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

## 2024 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$135 / Hour
Level II	\$160 / Hour
Level III	\$185 / Hour
Level IV	\$195 / Hour
Level V	\$205 / Hour
Technician	
Level I	\$ 90 / Hour
Level II	\$115 / Hour
Level III	\$135 / Hour
Level IV	\$150 / Hour
Level V	\$165 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$140 / Hour
Marketing Specialist	\$123 / Hour
Funding Specialist	\$110 / Hour
Administrative Assistant	\$ 82 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Hydrographic Survey System	\$500 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

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