

CITY OF LONG LAKE AGREEMENT FOR CITY PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, is made this 5th day of August 2026 (the “Effective Date”), by and between the City of Long Lake, Hennepin County, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter the “City,” and Hakanson Anderson Associates, Inc., hereinafter the “Engineer” (the “Agreement”). Engineer and City are sometimes collectively referred to herein as the “parties” or each a “party”.

WHEREAS, the City has reviewed the qualifications of the Engineer based on materials submitted and interviews and has determined that the Engineer, based on their responses during said interviews and materials provided, will meet the City’s needs and requirements as they relate to professional engineering services, and;

WHEREAS, the City has determined that services will include, but are not limited to, preparation of plans and specifications for projects as determined by the City; development of reports, studies and applications for review and approval by the City and other agencies for municipal operations including sanitary sewer, public water systems, stormwater management, streets and roads and other public improvements; plat and development application reviews; other such engineering services performed by a city engineer; and;

WHEREAS, it is intended that Engineer shall act as the City’s designated City Engineer commencing on the Effective Date and at all times during the term of this contract, and the contract shall govern the terms of services and compensation of the Engineer and all the conditions thereof; and

WHEREAS, the City has indicated a desire to engage the services of the Engineer in connection with said work.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants of this Agreement as set forth herein it is agreed by and between the parties as follows:

- I. The City hereby retains the Engineer to furnish and perform the professional services hereinafter specified and to pay the Engineer subject to the conditions and at the rates included herein. The Engineer agrees to provide and perform any and all engineering services in connection with the work ordered or directed by the City and to accept as payment the fees for such work as included herein. The engineering services are separated into **Projects, Developments and General Engineering**.
- II. **Projects.** The Engineer, at the direction of the City, agrees to perform the following Engineering Services for **Projects**.
 - A. The Engineer shall serve as the City’s engineer in the identification, planning and the supervision of construction projects and shall give consultation and advice to the City during the performance of these services.

B. Project Services of the Engineer:

1. Diagrammatic: The Engineer shall prepare all required schematic drawings, layouts, flow diagrams, studies, reports, construction cost estimates based upon the diagrammatic and make a presentation at a public hearing, as requested by the City.
2. Preliminaries: The Engineer shall supervise the making of all required sub-surface explorations, shall make the necessary topographical surveys for the design purposes and shall prepare preliminary drawings, outline specifications, prepare construction cost estimates based upon the preliminaries, and make presentation at public hearings, as requested by the City.
3. Contract Documents: From the approved preliminaries, the Engineer shall prepare working drawings, specifications and other necessary documents completely describing the material and workmanship required and procedures to be followed for the construction of the project. Should there be a change in the scope of any project that is the direct result of City directed change, the Engineer shall adjust the preliminary construction cost estimate to include these changes in the scope of a project. The Engineer shall prepare all necessary contract documents for the project work to be completed.
4. Receipt of Proposals: The Engineer shall furnish up to four sets of drawings and specifications, as directed, for the City's use. In addition, the Engineer shall provide electronic copies of drawings and specifications for the use by bidders in submitting proposals. The Engineer may require a deposit from the contractor on the drawings and specifications. The Engineer shall assist the City in securing proposals from bidders, in analyzing such proposals, shall prepare a bid summary for City review, make a recommendation based on bid documents and responses and prepare all contract documents for execution by the City and contractor.
5. Construction Activity: The Engineer shall perform the following tasks during the construction phase of the project.
 - a. Construction Observation: The Engineer shall perform observation of the project by a qualified construction observer checking the contractor's work for compliance with the drawings and specifications. The Engineer shall protect the City against defects and deficiencies in the work of the contractor.
 - b. Additional Instructions: The Engineer shall issue such additional instructions to the contractor as may be necessary to interpret the

drawings and specifications or to illustrate changes required in the contractor's work to comply with the drawings and specifications.

- c. Contractor's Submittals: The Engineer shall check shop drawings, samples, equipment, approval data and other data submitted by the contractor for compliance with the drawings and specifications.
- d. Contractor's Requests for Payment: The Engineer shall review and make recommendations for payment based upon the contractor's requests for payment in accordance with the provisions of the General Conditions of the Contract.
- e. Construction Staking: Engineer shall provide field survey to provide general line and grade for the work to be constructed in accordance with the Contract Documents.
- f. Special Performance Tests: The Engineer shall witness and fully report the results of all special performance tests required for the Project and supervise the geotechnical work and materials testing.
- g. Record Drawings: The Engineer shall prepare record drawings showing changes in the work authorized during construction and shall submit a set of reproducible drawings to the City.
- h. Final Acceptance: The Engineer shall prepare completion lists when substantial completion of the project is claimed by the contractor and again when final completion is claimed. When the contractor has completed the work in accordance with the terms of the contract documents, the Engineer shall certify a recommendation for acceptance to the City and an approval of the contractor's final request for payment. The Engineer shall prepare a punch list of items that require the contractor's attention and correction. The Engineer shall not make a recommendation for final payment until all work, including those items identified as deficient have been corrected.
- i. Instruction to the City: The Engineer shall arrange for detailed instruction by the contractor and manufacturer's representatives, to the City or its delegated representative in the proper operation and maintenance of the equipment furnished and installed for the project. The Engineer shall transmit to the City two (2) certified copies of all necessary drawings, manuals, operating instructions and other related materials necessary for the operation and maintenance of all installed equipment.

C. **Other Project Services** of the Engineer for **Projects** shall include the following when authorized and directed by the City:

1. Special Assessments: The Engineer shall be responsible for preparation and presentation of all special assessment documentation for City consideration. The Engineer shall be responsible for responding to questions from the public regarding special assessments. The Engineer shall attend all special assessment hearings and respond to questions of the City, staff or public.
2. Contractor Default: Assisting the City in arranging for continuation of the work should the contractor default for any reason; and providing construction observation over an extended period should the construction contract time be exceeded by more than five percent not occasioned by fault of the Engineer.
3. Work performed in connection with acquisition of easements, right of way and survey control.
4. Work performed in connection with local, state, or federal grants.
5. Work performed in connection with wetland permitting.

D. Compensation for services under this section of the Agreement shall be in accordance with Section V of this Agreement.

III. **Developments:** The Engineer, at the direction of the City, agrees to perform the following Engineering Services for **Developments**.

A. The Engineer shall serve as the City's professional representative in performing engineering functions as directed by the City for work associated with development. This work shall include but not be limited to the following:

1. Plat reviews.
2. Site plan reviews.
3. Special engineering studies for developments.
4. Participating in meetings and conferences involving engineering questions for private developments or improvements.
5. Construction observation.

B. The work shall include the performance of specific duties as directed including but not limited to furnishing information to the City in letter, report or memorandum form, as appropriate, describing the findings, conclusions, recommendations or

engineering observations made as the result of performing these Engineering Services relating to **Developments**.

- C. Compensation for services under this section of the Agreement shall be in accordance with Section VI of this Agreement.

IV. **General Engineering:** The Engineer, at the direction of the City, agrees to perform the following Engineering Services for **General Engineering Services**.

- A. The Engineer shall serve as the City's professional representative in performing engineering functions as City Engineer, as directed by the City for work including but not limited to the following:

- 1. Services as directed by the City not covered under **Projects** – Section II or **Developments** – Section III.

- B. Compensation for services under this section of the Agreement shall be in accordance with Section VII of this Agreement.

V. The City's Payment to the Engineer for **Projects**.

- A. Progress Payments. Once each month for the first day of each month through the last day of each month, the City shall pay the Engineer for undisputed professional services performed under this Agreement in proportion to services performed during the period. The Engineer shall provide the City with an itemized bill detailing the services performed during the period. The detailed billing shall include the project or service provided and sufficient detail to determine where each charge is to be made in the City's fiscal records.

- B. Total Payments. All professional services under this provision shall be paid based on the hourly rate schedule shown on Attachment A.

- C. Reimbursable Costs

- 1. Normal transportation costs associated with the work assigned herein for the On-Site Construction Observers shall be reimbursable. The rate shall not exceed the current IRS rate for the year per mile.
 - 2. The following expenses shall be reimbursable: permit and other project fees, outside reproduction costs, and work of special consultants when required and approved in advance by the City for complex or specialized tasks of the project or for soils exploration, and materials testing. Markup charges shall not be charged for reimbursable expenses. The Engineer shall review invoices and forward them to the City with a payment request.
 - 3. 8 ½ x 11 and 11 x 17 color prints shall be reimbursed at \$ 0.25 per copy.

- D. **Other Project Services** outlined in Section II.C of this Agreement will be reimbursed at an amount agreed upon by the City and the Engineer. The Engineer shall prepare for City consideration, a contract amount for **Other Project Services** for each project.

VI. The City's Payment to the Engineer for **Developments**.

- A. Progress Payments: Once each month for the first day of each month through the last day of each month, the City shall pay the Engineer for undisputed professional services performed under this Agreement in proportion to services performed during the period. The Engineer shall provide the City with an itemized bill detailing the services performed during the period. The detailed billing shall include the project or service provided and sufficient detail to determine where each charge is to be made in the City's fiscal records.
- B. All professional services under this provision shall be paid based on the hourly rate schedule shown on Attachment A.
- C. Reimbursable Costs
 - 1. Normal transportation costs associated with the work assigned herein for the On-Site Construction Observers shall be reimbursable. The rate shall not exceed the current IRS rate for the year per mile.
 - 2. The following expenses shall be reimbursable: permit and other project fees, outside reproduction costs, and work of special consultants when required and approved in advance by the City for complex or specialized tasks of the project or for soils exploration, and materials testing. Markup charges shall not be charged for reimbursable expenses. The Engineer shall review invoices and forward them to the City with a payment request.
 - 3. 8 ½ x 11 and 11 x 17 color prints shall be reimbursed at \$0.25 per copy.

VII. The City's Payment to the Engineer for **General Engineering**.

- A. Progress Payments: Once each month for the first day of each month through the last day of each month, the City shall pay the Engineer for undisputed professional services performed under this Agreement in proportion to services performed during the period. The Engineer shall provide the City with an itemized bill detailing the services performed during the period. The detailed billing shall include the project or service provided and sufficient detail to determine where each charge is to be made in the City's fiscal records.
- B. All professional services under this provision shall be paid based on the hourly rate schedule shown on Attachment A. Engineer shall prepare a contract amount for City approval for **General Engineering** services when requested.
- C. Reimbursable Costs

1. Normal transportation costs associated with the work assigned herein for the On-Site Construction Observers shall be reimbursable. The rate shall not exceed the current IRS rate for the year per mile.
2. The following expenses shall be reimbursable: permit and other project fees, outside reproduction costs, and work of special consultants when required and approved in advance by the City for complex or specialized tasks of the project or for soils exploration, and materials testing. Markup charges shall not be charged for reimbursable expenses. The Engineer shall review invoices and forward them to the City with a payment request.

VIII. Other Terms and Conditions

- A. Termination: This Agreement may be terminated by either party for any reason by thirty (30) days written notice to the other party. Payment for services rendered shall be through the date of termination as identified on the written notification.
 - B. Successors and Assigns: This Agreement and all of the covenants thereof shall be to the benefit of and be binding upon the City and the Engineer respectively and any partners, successors, assigns and legal representatives. Neither the City nor the Engineer shall have the right to assign, transfer or sublet its interest or obligations hereunder without written consent of the other party.
 - C. The rates described in Attachment A are set through December 31, 2027. Any change to these rates for years 2028 and following must be approved by the City.
 - D. Period of Agreement: This Agreement will remain in effect unless terminated at an earlier date by either party.
 - E. Disputed Invoices: In the event the City disputes any aspect of an Engineer invoice, the City shall promptly notify the Engineer, in writing, of the nature of the dispute and timely pay any undisputed portion of the invoice. Thereafter the parties shall promptly collaborate, in good faith, to resolve the dispute. No interest shall accrue on disputed amounts during the period of collaboration. If no resolution can be achieved within thirty (30) days, or such other period on which the parties agree, either party may pursue its available and applicable remedied at law or in equity.
 - F. No Exclusivity: The parties agree that the City may contract with other engineering service providers or professionals during the term of this Agreement and nothing herein shall be interpreted to prohibit such engagement(s).
- IX. Copyright or Patent Infringements: The Engineer shall indemnify, hold harmless, and defend the City and its officers, agents and employees in any actions or claims, liabilities, damages, losses, penalties, or costs, including reasonable attorneys' fees, which are the result of actual or charged infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by Engineer, and Engineer

shall hold harmless the City from loss or damage resulting therefrom, providing however, that the City within ten (10) business days after receipt of any notice of infringement or of summons in any action therefore shall have forwarded the same to the Engineer in writing.

- X. Indemnity: The Engineer shall defend, indemnify and hold and save harmless the City and its officers, agents and employees from liability, claims, damages, losses, penalties of any nature or kind, including costs and expenses (including reasonable attorneys' fees), for or on account of any or all claims or suits for damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property arising from negligent acts or omissions by the Engineer, its officers, agents, employees, subcontractors or suppliers.

The Engineer further agrees that in order to protect themselves as well as the City under the indemnity agreement provisions set forth above they will at all times during the duration of this Agreement have and keep insurance in force as follows:

- A. Automobile liability insurance (single limit or combined limit or excess umbrella) covering all vehicles used in providing services to the City in an amount of one million five hundred thousand dollars (\$1,500,000) per accident for property damage, one million five hundred thousand dollars (\$1,500,000) for bodily injury and damages to any one person, and two million five dollars (\$2,000,000) for total bodily injuries and damages arising from a single accident.
 - B. General liability insurance (single limit, combined limit or excess umbrella) of not less than two million dollars (\$2,000,000) for total bodily injury and damages arising from one occurrence and two million dollars (\$2,000,000) for total personal injury arising from one occurrence. Such policy shall also include contractual liability coverage protecting the City, its officers, employees and members by specific endorsement acknowledging the contract between the Contractor and the City.
 - C. Worker's Compensation Policy to meet at least minimum Minnesota State Statutes.
 - D. Errors and omissions (professional liability) insurance with a minimum of one million dollars (\$1,000,000) in coverage per occurrence.
 - E. The Engineers shall provide the City with certificates of insurance evidencing the above coverage. Irrevocable notices shall be provided by the carrier to the City thirty (30) days prior to any change, modifications, or lapse in the above coverage. The City shall be named as an additional insured for any policy providing liability coverage.
- XI. The laws of the State of Minnesota shall govern as to the interpretation, validity and effect of this Agreement.

In accordance with Minnesota Statutes 16B.06, subd. 4, the books, records, documents, and accounting procedures and practices of the Engineer relevant to this Agreement are subject to examination by the City or its designated representative and either the Legislative Auditor or State Auditor as appropriate.

- XII. Severability, Waiver of provisions: The provisions of this Agreement are severable; if any paragraph, section, subdivision, sentence, clause or other phrase of this Agreement is for any reason held to be contrary to the law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provision of this Agreement.
- XIII. In performing services under this Agreement, the Engineer warrants and represents that it will exercise that degree of skill and care that a professional engineer would exercise under the same or similar circumstances. Such care and skill is subject to peer review by an engineer of the City's choosing.
- XIV. The Engineer shall be bound under the provisions of the Minnesota Data Practices Act and maintain and disclose its records as required by Minnesota Statutes, Chapter 13.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS, the parties hereto have executed this Agreement the day and year first above mentioned.

CITY OF LONG LAKE

Charlie Miner
Mayor

Amanda Nowezki
City Administrator

HAKANSON ANDERSON ASSOCIATES, INC.

Steven Hegland
Principal Engineer

Ron Wagner
Chief Executive Officer

Attachment A

Hakanson Anderson 2026 Billing Rate Schedule

CITY OF LONG LAKE 2026 HOURLY BILLING RATES

<u>Job Classification</u>	<u>Rate</u>
Steven Hegland – City Engineer	\$186
Sam Jochum – Assistant City Engineer	\$160
Principal Engineer	\$186
Senior Project Manager / Design Engineer	\$173
Design Engineer / Project Manager	\$120 - \$166
Civil Technician	\$100 - \$145
Environmental Specialist	\$135 - \$153
Principal Land Surveyor, P.L.S.	\$180
Survey Project Manager	\$130 - \$171
Survey Crew Chief	\$145
Survey Office Technician	\$110 - \$149
Survey Field Technician	\$95 - \$129
Construction Observer	\$100 - \$145
Administrative Assistant	\$75 - \$90
GPS/Robotic Total Station	\$45
Mileage	IRS Rate