



January 12, 2022

Mr. Jessie Dehn, PE Assistant City Engineer City of Marshall 344 W. Main Street Marshall, MN 56258

Subject:

Proposal for Professional Services for Watermain and Sanitary Sewer Relocation Design Associated with TH 19 reconstruction project.

Dear Jessie Dehn:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for the design of watermain and sanitary sewer relocations along Trunk Highway 19 in the City of Marshall. The design includes the relocation of approximately 2,800 feet of watermain and 3,600 feet of sanitary sewer in various segments along the proposed MnDOT TH 19 project corridor.

Scope of Services

We propose to carry out the work ("Scope of Services"), set forth in Attachment B, attached hereto and incorporated into this Agreement, including:

- Project Management
- Preliminary Design (30%)
- Construction Plans (60%)
- Construction Plans (90% 100%)
- Permitting

Assumptions

The project will consist of designing the watermain and sanitary sewer for the segments provided by the City for consideration on January 4, 2022 and will be incorporated into the MnDOT TH 19 project documents and bid set. They City will provide any additional survey, televising, and as-built information to ascertain the existing location and conditions of the lines to be relocated and connected. Further detailed assumptions are included in the Work Tasks and Person Hour Estimates "Scope of Services" attached to this proposal.

Schedule

We will complete this work within a mutually agreed-upon time schedule. We currently understand the schedule to be begin in early 2022, and to conclude in approximately June / July of 2024 (30-month duration).

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 35 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$62,598, which includes both time and expenses. We will not exceed this amount without prior authorization. This cost is based on a preliminary estimation of the cost of watermain and sewer relocations of approximately \$1M.

Changes in Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), and Scope of Services (Attachment B), together with this proposal for professional services, constitute the entire agreement between the Client and SRF and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is mturner@srfconsulting.com.

We appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Jesse Dehn
City of Marshall

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SRF CONSULTING GROUP, INC.

Michael R. Turner, PE (MN, SD, TX)

Principal

MRT/jwm

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Approved: City of Marshall

(signature)	
Name	
Title	
Date	

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

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The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty-five (35) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation.

16. CONTROLLING LAW

The laws of the state of Minnesota govern this Agreement. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

18. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY RIGHTS.

SRF shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to: (1) all data provided by the Client pursuant to this Agreement; and (2) all data, created, collected, received, stored, used, maintained, or disseminated by SRF pursuant to this Agreement. SRF is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event SRF receives a request to release data, SRF will immediately notify the Client. The Client will give SRF instructions concerning the release of the data to the requesting party before the data is released.

SRF Consulting Group, Inc.

Client: C

City of Marshall

Project:

TH 19 Sanitary Sewer and Water Main Relocation

Work Tasks and Person-Hour Estimates



TASK NO. SUMMARY OF TASKS

1.0 Project Management2.0 Preliminary Design (30%)

2.0 Preliminary Design (30%)3.0 Construction Plans (60%)

4.0 Construction Plans (90%-100%)

5.0 Permitting

Project Overview:

The City of Marshall has requested engineering services for design of sanitary sewer and water main replacement and/or relocation in coordination with the TH 19 reconstruction project led by MnDOT. Existing sanitary sewer and water main will be relocated to locations approximately identified by the City on January 4, 2022. The work generally involves pipe and appurtenances for approximately 2,800 feet of watermain and 3,600 feet of sanitary sewer along the TH 19 corridor between College Drive intersection to N Whitney Street. The design will be incorporated into the MnDOT Plan and Specification Documents and will not be prepared as a standalone construction document.

Engineering Services include design of utilities consistent with Marshall engineering standards and 10 States Standards for Wastewater and Water Main, bid ready certified construction plans, specifications, cost estimating and bid administration.

Project tasks and deliverables will be merged into the design, schedule and construction of the TH 19 project.

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

PROF. VI

PROF. V

TECH III

PROF. III

PROF. II

SUPPORT

Client:

TASK NO.

City of Marshall

TASK DESCRIPTION

General Assumptions:

Project: TH 19

TH 19 Sanitary Sewer and Water Main Relocation



EST, FEE

TOTALS

City of Marshall to provide standard specifications, plates, etc. for design and construction plan guidance.

All private utility coordination and GSOC data collection will be included in the MnDOT roadway scope.

Hours included for City utility relocation are based on approximately 3,600 feet of sanitary sewer and 2,800 feet of watermain.

Assumes casings will be required for lateral roadway crossings and where required near retaining walls.

Plans include tabulations, details, and plan and profile construction information. All other related plan elements will be adopted from the MnDOT roadway plan sheets.

PROF. VIII-VII

Sanitary Sewer and Watermain design will follow Ten States Standards rules and City of Marshall Standards.

Scope does not include sewer or water demand analysis or modeling and is based on replacement of like sizes with new materials.

Includes special provisions for sanitary sewer and water main relocation to supplement the TH 19 project manual.

Additional survey or soil borings needed will be performed under the scope of the TH 10 and TH 23 Interchange project or provided directly by the City of Marshall.

Does not include (post bidding) Construction Administration.

Plans to be prepared in Microstation format.

Plan elements to meet City standards when possible.

Duration of project expected through July of 2024.

Project is bid and let with the TH 19 project.

1.0 Project Management

Client Deliverables:

Provide City staff person for regular interaction and review on design with knowledge of the area.

1.1	Kick-off and Project Management Team Meetings/ coordination. Assumes 10-1 hour virtual meetings, 1 staff, 0.5 hour prep/each.	15	4	-	-,	-	-	-	19	\$3,903
1.2	Project management, coordination with design staff and billing.	20	-		-	-	-	-	20	\$4,340
1.3	Design coordination with City staff conducted virtually during the design process.	-	5	1-1	-	-	-	-	5	\$810
	Assumes 10 calls, 1 staff, 0.5 hour virtually									
1.4	Over the shoulder QA/QC for all design work through 90 %. Enhanced QA/QC								20	\$3,790
	performed on 100% plans.	10	10							
1.5	Site visit.	10	-	:	-	-	-	-	10	\$2,170
	SRF Deliverables: Meeting agendas, minutes. Invoice review, submittal.									
	SUBTOTAL - TASK 1	55	19	0	0	0	0 -	0	74	\$15,013

Work Tasks and Person-Hour Estimates SRF Consulting Group, Inc. Client: City of Marshall TH 19 Sanitary Sewer and Water Main Relocation Project: EST, FEE TASK NO. TASK DESCRIPTION PROF. VIII-VII PROF. VI PROF. V TECH III PROF. III PROF. II SUPPORT **TOTALS** 2.0 Preliminary Design (30%) Assumptions: Private utility coordination and GSOC data collection will be included in the MnDOT roadway scope. Additional televising, manhole, service and pipe location and elevation information to be provided by the City of Marshall Additional geotechnical evaluation will not be necessary or will be provided by the City Client Deliverables: City of Marshall to provide any additional record drawings of City owned utilities required. 2.1 Review as-built information. Update to CAD base files, if needed. 2 10 13 \$1.586 16 20 60 100 \$12,592 Evaluate existing and proposed conditions. Analyze constraints. Develop proposed water main and sanitary sewer design files. Draft plan sheets with proposed water main and sanitary sewer alignments for City review. 2 6 \$832 2.3 Evaluate service needs. 8 11 \$1,352 2.4 Estimate concept construction costs. 1 2 SRF Deliverables: Provide linework for roadway team layouts/graphics. SUBTOTAL - TASK 2 0 8 78 ٥ 130 \$16,362 0 16 28 Construction Plans (60%) 3.0 Assumptions: 60% plan submittal date to be included with roadway plans on a mutually agreed upon schedule. Client Deliverables: Prompt review and comments on draft submittals. Provide city project manger. 48 \$5,784 Store CAD alignments for proposed sanitary sewer and watermain relocation with 3.1 City concurrence, survey data and as built information. 40 44 \$5,188 3.2 After initial City staff review, prepare sewer and water main profiles, including length, size, material/class, elevations and slope. 12 \$1,484 Coordination with other design teams for utility related plan continuity. 8 4 3.3 3.4 Develop contract pay items, quantities and engineering cost estimate 38 42 \$4,954 accordingly. Pay item update will utilize the MnDOT Trns*port list to the extent possible. Prepare Opinion of Probable Cost. Evaluate staging/ temporary service requirements and connections for intervals 12 \$1,664 3.5 during construction that require service interruptions. Make recommendations for providing temporary water service and sanitary sewer bypass pumping during construction.

0

0

28

123

\$117

\$19,191

1

159

0

SRF Deliverables:

3.6

Submit draft plan to City staff for review at other intervals as needed.

60% draft plans of sanitary sewer and water main with appurtenances.

SUBTOTAL - TASK 3

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: Project:

ent: City of Marshall

TH 19 Sanitary Sewer and Water Main Relocation



NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS	EST. FEE
4.0	Construction Plans (90%-100%) Assumptions:									
	Scope does not include any right of way or easement documentation.									
	90% plan submittal date to be included with roadway plans on a mutually agreed									
	upon schedule.									
	100% plan submittal date to be included with roadway plans on a mutually									
	agreed upon schedule.			A.						
	Client Deliverables:									
	Prompt review and comments on draft submittals.									
	Prepare any right of way or easement documentation and acquisition if necessary.									
4.1	Incorporate City comments from the 60% submittal plan and develop 90% plan.	-	-	-	*	2	8	÷.	10	\$
4.2	Finalize sanitary sewer and water main relocation design after receipt of City comments.	-	-	-	-	2	8	-	10	\$
4.3	Coordination with other design teams for utility related plan continuity.	-	-	-	-	2	8	-	10	\$
4.4	Compute and finalize contract pay item quantities. Prepare final Opinion of Probable Cost.	-	-	-	-	2	12	-	14	\$
4.5	Prepare project special provisions and other information needed for project manual.	-	2	-	-	16	-	18	36	\$
4.6	Assist bid administration staff with responding to questions from contractors	-	-	-		8	-	-	8	\$
	during bidding process. Prepare language for addendums as needed.									
	e.									
	SRF Deliverables:									
	90% and $100%$ final plans and specifications for sanitary sewer and water main relocation on TH $19.$									
	SUBTOTAL - TASK 4	0	2	0	0	32	36	18	88	\$1
5.0	Permitting									
	Assumptions:									
	Permit fees are a reimbursable expense.									
	Client Deliverables:									
	Permit signatures and permit fees as required.									
5.1	Minnesota Department of Health: Prepare plan review submittal form and	-	-	-	-)	-	2	,	2	
5.2	submit plans and specs for approval. Minnesota Department of Transportation Permit Form 2525: Prepare plan	_	_		_		1	,	1	
	review submittal form and submit plans and specs for approval.									
5.3	MPCA design certification (sanitary sewer) if required.	-	-	-		-	2	-	2	
	SRF Deliverables: Prepare and submit all necessary permits for water main and sanitary sewer									
	Frepare and Submit all necessary permits for water main and samilary sewer									
	construction.									

SRF Cons Client: Project:	sulting Group, Inc. City of Marshall TH 19 Sanitary Sewer and Water Main Relocation	Work Tas	ks and Pers	on-Hour Estii	mates				SR	F
TASK NO.	TASK DESCRIPTION	PROF. VIII-V	II PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS	EST. FEE
	TOTAL ESTIMATED PERSON-HOURS	5	55 3	3 0	20	88	242	18	456	
	AVERAGE HOURLY BILLING RATE ESTIMATED LABOR AND OVERHEAD	\$217. \$11,935.					\$117.00 \$28,314.00	\$119.00 \$2,142.00		\$61,893
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES									\$705
							SUBTO	「AL: (SRF Labor a	and Expenses)	\$62,598
	TOTAL ESTIMATED FEE									\$62,598
SRF ESTIMAT	E OF DIRECT NON-SALARY EXPENSES: MILEAGE:		ent of Health Plan	350 Review Fee Permit Application		\$0.585	(165 miles one-w		RF EXPENSES:	\$205 \$150 \$350 \$705
SUMMARY OF	Project Management		35 \$ 3,07	<u>PROF. V</u> 8 \$ -	TECH III			SUPPORT \$ -		TOTALS \$ 15,013
2	Preliminary Design (30%) Construction Plans (60%)	\$ - \$ -		6 \$ - 8 \$ -	\$ 2,384 \$ 596					\$ 16,362 \$ 19,191
4 5	Construction Plans (90%-100%) Permitting	\$ - \$ -	\$ 32 \$ -	4 \$ - \$ -	\$ - \$ -	\$ 4,064 \$ -	\$ 4,212 \$ 585			\$ 10,742 \$ 585
TOTALS		\$ 11,93	35 \$ 5,34	6 \$ -	\$ 2,980	\$ 11,176	\$ 28,314	\$ 2,142		\$ 61,893
SUMMARY OF	FHOURS:	PROF, VIII-V	II PROF. VI	PROF. V	TECH III	PROF, III	PROF. II	SUPPORT		TOTALS
1 2	Project Management Preliminary Design (30%)			9 -		28	- 78	-		74 130
3	Construction Plans (60%)			4 -	. 4	28	123	-		159
4 5	Construction Plans (90%-100%) Permitting		-	2 -		32	36 5	18		88 5
TOTALS		Ę	55 3	3 0	20	88	242	18		456