



**BOLTON
& MENK**

Real People. Real Solutions.

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January 31, 2024

Jacob Wollensak
Michael Stephens
Wold Architects & Engineers
Email: jwollensak@woldae.com
Email: mstephens@woldae.com

RE: City of New Prague Police Department Additions
Address: 505 – 5th Ave. NW, New Prague, MN 56071

Dear Mr. Wollensak and Mr. Stephens:

Bolton & Menk, Inc. is pleased to present a proposal to perform a topographic and boundary survey in support of the proposed additions to the City of New Prague Police Department.

Bolton & Menk puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. Please review the attached documents and contact me if this proposal does not meet your expectations.

If you have any questions or comments, please contact me at 952-890-0509 Ext. 2509 or email at Eric.Wilfahrt@bolton-menk.com.

Sincerely,
BOLTON & MENK, INC.

Eric Wilfahrt, L.S.
Principal Survey Manager

Attachments: Scope of Services Budget (2 pages)
Terms and Proposal (2 pages)
Exhibit A - Survey Limits (1 page)
Exhibit B – Topographic & Boundary Survey Specifications (4 pages)
Wetland Scope of Services (1 page)

Cc: Bill Diede (bill.diede@bolton-menk.com), Krista Monkeliën (krista.monkeliën@bolton-menk.com)

SCOPE OF WORK

Task 1 – Topographic & Boundary Survey

Bolton and Menk, Inc. will complete the scope of work in compliance with the items identified on the attached Exhibit B (Topographic and Boundary Survey Specifications). The proposed survey limits are identified on the attached Exhibit A (Survey Limits).

Task 2 – Wetland Services

Bolton and Menk, Inc. will complete necessary wetland services outlined in the attached Wetland Scope of Services.

DELIVERABLES

Deliverables will include all items outlined under Section “VII. Deliverables” in the attached Exhibit B (Topographic and Boundary Survey Specifications).

ASSUMPTIONS

This proposal is based upon the following assumptions:

- Fieldwork will be performed and completed during current weather (i.e., snow, ice) conditions as of the date of this proposal. If site conditions change (i.e. significant snowfall) prior to the approval and start/completion of fieldwork, which may hinder the efficiency of field data collection, we will notify the client immediately and an additional fee may need to be negotiated.
- Bolton & Menk, Inc. maintains professional services and Errors and Omissions insurance. A certificate of insurance can be provided upon request.
- We will not provide information regarding depth of underground utility lines (except storm and sanitary lines), pressure of water or gas lines, buried tanks, or septic fields on the properties unless that information is provided by the client. We do not have the knowledge or expertise to derive that information reliably. Bolton & Menk, Inc. will work with the client to hire sub consultants to acquire this information if necessary.
- Bolton & Menk staff will only acquire invert elevations that can be measured without entering confined space (manholes, underground tanks, etc.) structures.
- We will only delineate all individual trees by its general type (deciduous or coniferous) but will not provide English or botanical names for each tree. Wooded areas will be outlined.
- Engineering and surveying services not specifically identified herein are not part of this proposal.
- Any additional studies, tasks, or coordination (e.g., environmental or archaeological studies, permit applications, meetings representing the client, etc.) not explicit in the proposed Scope of Work will be performed by others or as additional services.
- The scope of services provided above is inclusive of all tasks offered under this contract and fee. Parties agree that additional understandings that conflict with this document (including oral agreements) must be negotiated in writing.
- Bolton & Menk, Inc. will place a Minnesota Gopher One Call request for field markings and maps and subcontract with a private utility locator prior to field work beginning; utilities shown will be based on visual observation, utility company markings, private locator markings, or plans made available to Bolton & Menk will be graphically shown on the survey map. Those utilities not visible or marked as a result of the Gopher One Call request or private utility locate request will not be shown.
- Wetlands, in some cases, the reviewing agencies request additional information and/or an on-site meeting during the review process. If our attendance is requested at a meeting to discuss the acceptance of the delineated boundaries or the agencies request additional information, this service will be provided on an hourly basis at our Wetland Specialist rate.

FEES

Bolton & Menk, Inc's lump sum fees for the above-described Scope of Work are as follows:

Scope of Services	
Task 1 – Topographic & Boundary Survey	\$8,950
Task 2.1 – Wetland Delineation & Report	\$2,000
Task 2.2 – No Wetland Memo	\$1,200

SCHEDULE

Bolton & Menk, Inc. has the staff to meet any reasonable time frame. We expect the preliminary survey will be delivered within 14 business days and the fully complete survey will be delivered within 18 business days, after approval to proceed.

(Note: Gopher State One Call provides 4 business days for utility companies to mark their utilities in the field along with 15 business days for utility companies to send us their utility maps. The request for maps will be submitted after the field marking request clears.)

APPROVALS AND SIGNATURES

Wold Architects & Engineers (Client) acknowledges that it is legally authorized representative of the property owner with sufficient interest and authority to enter into this agreement for the purposes of making improvements to and upon the property.

Bolton & Menk, Inc. and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The undersigned represents that it is the Client or has been authorized to accept this Agreement on behalf of the Client. Unless also executed by a person(s) or firm guaranteeing payment, the undersigned accepts financial responsibility for all services and costs of collection incurred by Bolton & Menk, Inc., including reasonable attorney's fees, in the event of default by the Client.

Accepted by:

Print Name/Title

Signature and Date

Terms of Proposal
Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the accompanying Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule, or scope of Proposal.

A. Services: BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal are "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, utility locates, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. BMI may rely on accuracy of Client provided information. Client shall promptly inform BMI of any alleged defects in the services.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of work. It is understood that in the normal course of work, unavoidable property damage may occur due to excavations, tree and brush trimming, marking lines, etc. BMI will take reasonable precautions to minimize damage due to its activities. The cost to correct resulting damage has not been included in the fee and the Client agrees to reimburse BMI for any costs associated with required restoration work.

D. Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no warranties, expressed or implied, or otherwise with respect to any services performed or furnished.**

E. Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information, and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

F. Utilities: Unless otherwise explicitly stated in the proposal, if utility surveys are included in scope of services, utilities will be located from available utility records, utility company locates and surface evidence of underground improvements. Some subsurface improvements may not be disclosed by such methods and Client assumes responsibility for exploratory excavations

and other work to assure utility locations. BMI assumes no liability for matters arising from subsurface utilities that vary from locations depicted on previous plans or locates provided by Client or utility companies.

G. Project Approval: Due to site limitations, code interpretation, regulatory reviews, political considerations, and Client directed design and improvements; BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Client's obligation for payment of fees owed BMI is not contingent upon project approval.

H. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

I. Construction Phase Services: Client is notified that BMI shall not be responsible for means, methods, techniques, sequences, or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.

J. Ownership and Alteration of Documents: All documents, including reports, drawings, field data, notes, plans, specifications and documents or electronic media prepared or furnished by BMI under this agreement remain the property of BMI. Upon payment of all amounts owed, the Client is granted a limited license to BMI's submittals for Client's reasonable use and to make and retain copies for such use. However, BMI's submittals are not intended for reuse by the Client or third parties on other projects or alteration by others without the written consent of BMI. Electronic media may be furnished for convenience of Client; however, only signed and certified paper copies of submittals may be relied upon as documentation of professional services provided.

K. Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either upon completion of such services or on a monthly basis. Unless credit to Client is approved, payment is due upon receipt of services and deliverables. If, at sole discretion of BMI, credit is advanced to Client, invoices shall be due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may,

without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services. BMI reserves the right to withhold any deliverables until all unpaid fees are paid in full. Amount of retainer (if applicable) will be applied to amount owed on final invoice.

L. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

M. Waiver: To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers, and subcontractors, claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or any way related to this Agreement, from any cause or causes. Client waives claims against BMI individual employees and agrees any claim, demand or suit shall be asserted only against the BMI corporate entity.

N. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards, and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed **total compensation paid to BMI**. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

O. Certificates of Insurance: BMI will maintain, at its expense, statutory worker's compensation insurance coverage, automobile liability insurance, commercial general liability insurance and professional liability coverage for claims arising from bodily injury, death or property damage which may arise from the negligent performance by BMI or its employees. BMI will, upon request, furnish Certificates of Insurance documenting terms of coverages. BMI will not be required to extend coverages beyond those which are usual and customary for similar firms practicing similar surveying and engineering services unless BMI is reimbursed for additional premium expenses.

P. Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall first be submitted to mediation for resolution prior to initiating any other legal proceedings.

Q. Agreement: If the Proposal is accepted, the Client and BMI will enter into an Agreement incorporating the accompanying Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. In the absence of a separate, executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

R. Termination of Services: The Agreement created under Paragraph Q may be terminated by the Client or BMI should the other fail to perform its obligations hereunder; or, by BMI if the presence of an unknown or undisclosed federally, state or locally regulated hazardous material is encountered. In the event of termination, the Client shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

S. Withdrawal of Proposal: This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph Q.

T. LIEN RIGHTS: Pursuant to the representations by the CLIENT in this Agreement and improvements to be made to the project property, BMI reserves the right to file a lien against the project property in the event of delinquent or non-payment of monies owed to BMI by the CLIENT. In accordance with Minnesota law, the CLIENT and PROJECT PROPERTY OWNER are hereby advised:

“(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 the 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 them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.”

EXHIBIT A

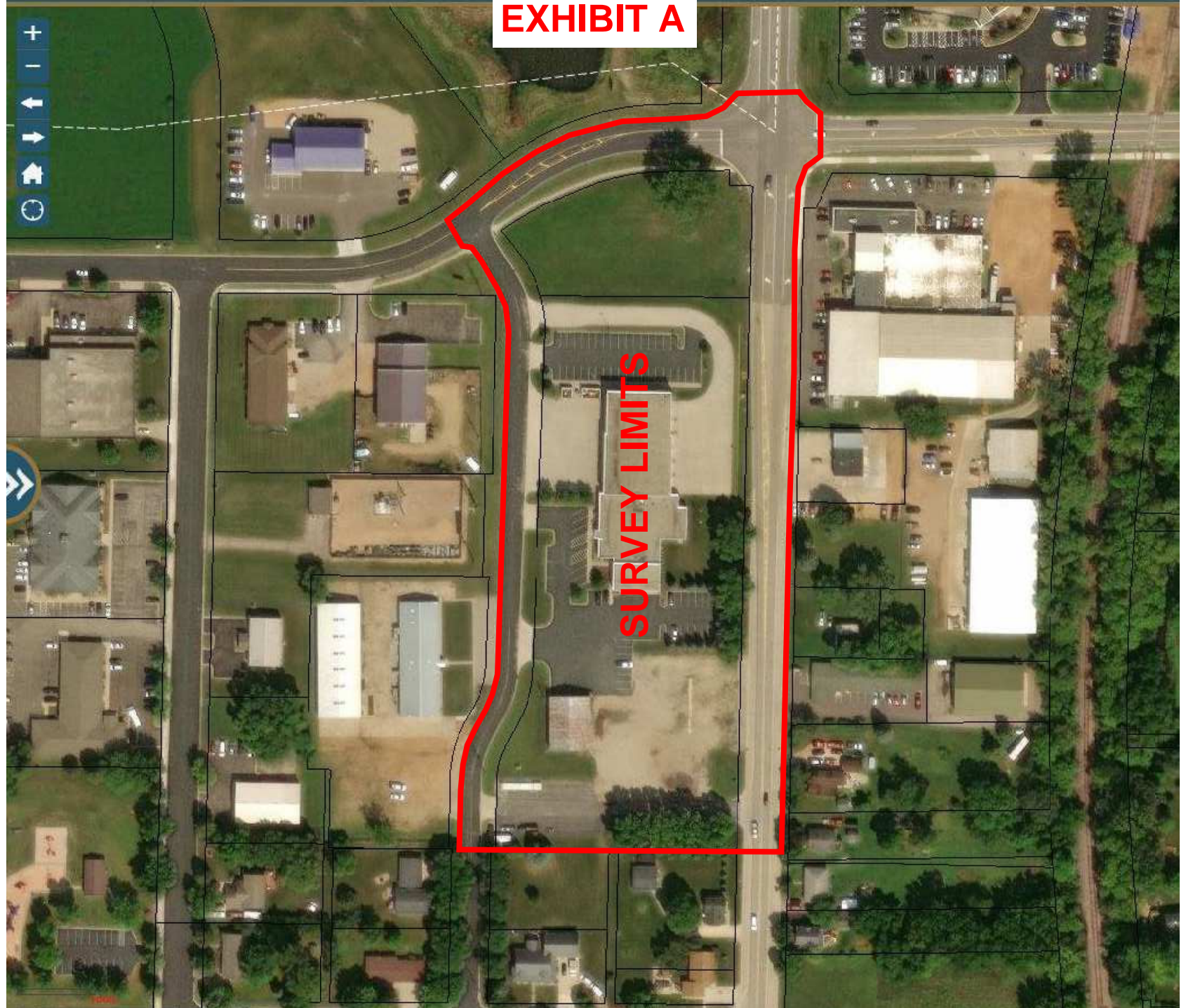


EXHIBIT B

TOPOGRAPHIC & BOUNDARY SURVEY SPECIFICATIONS

The Topographic and Boundary Survey shall include the following information:

I. **Survey Limits**

- A. As shown on the attached sketch.

II. **Boundary Survey Requirements**

- A. Show boundary lines, giving length and bearing (including reference or basis) on each straight line, interior angles, radius, points of tangency and length of curved lines. Where no permanent monuments exist, set permanent iron pins at property corners and state on the drawings whether corners were found or set and describe each.
- B. Furnish a legal description that conforms to the record title boundaries. Prior to making this survey and insofar as possible, the Surveyor shall acquire data including, but not limited to, deeds, maps, certificates, or abstracts of title, section line, and other boundary line locations in the vicinity.
- C. Note area (in acres) of property.
- D. Note identity, jurisdiction and width of adjoining streets and highways, and associated right of ways, width, and type of pavement. Identify street monuments and show distance to the nearest intersection.
- E. Show recorded or otherwise known easements and rights of way and identify owners (holders). Provide any and all research necessary to accurately show and describe easements and other encumbrances on the property that are within the survey limits.
- F. Show zoning of property. If more than one zone, show the extent of each. Show zoning of adjacent property and property across the streets or highways.

III. **Topographic Survey Requirements**

- A. Show property lines and easements that are within the survey limits. Provide any and all research necessary to accurately show and describe easements and other encumbrances on the property that are within the survey limits.
- B. Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses.
- C. Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only. Provide for areas within the survey limits only.
- D. Gross land area.
- E. Vertical relief at one foot contour interval with the source of information, datum, and originating benchmark identified. (Please note that this survey is required to be made on the ground. The use of GIS/LiDAR information will not be allowed as part of this survey).

- F. Buildings
1. Exterior dimensions of all buildings at ground level.
 2. Square footage of exterior footprint of all buildings at ground level.
 3. Measured height of all buildings above grade. The point of measurement shall be identified.
 4. Finish floor elevation of each exterior building door.
- G. Substantial features observed in the process of conducting the survey (in addition to the improvements and features required above) such as parking lots, billboards, signs, landscaped areas, centerline of streets, top of curbs, top of catch basins and manholes, sidewalks, edge of paving, etc. Identify and label on survey, all visible site features and limits of each (e.g. asphalt pavement, concrete walk, concrete slab, concrete curb and gutter, bituminous curb, turf, wood chip planting bed, etc.)
- H. Striping, number and type (e.g. accessible) of parking spaces in parking areas, lots and structures.
- I. Location of utilities existing on or serving the surveyed property as determined by:
1. Observed evidence together with evidence from plans obtained from utility companies, as-built plans, or previous plans researched by the surveyor, and markings by utility companies and other appropriate sources (with reference as to the source of information). **Private utility locates will be required.**
 - a) Railroad tracks, spurs, and sidings
 - b) Gas mains
 - c) Wells
 - d) Watermain, hydrants and valves
 - (1) Where watermain cannot be visually located but is shown on plans or drawings researched by the Surveyor, show these watermains and features on the survey and indicate "per plan" on the survey.
 - e) Storm and sanitary sewer manholes, catch basins, valve vaults, and other surface indications of subterranean utilities
 - f) Wires and cables (including their function, if readily identifiable) crossing the surveyed property, and all poles on or within ten feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the dimensions of all encroaching utility pole crossmembers or overhangs
 - g) Utility company installations on the surveyed property.
 - h) **Include the cost of hiring a private utility locator with this survey proposal.**
- J. Location of wetland areas as delineated by appropriate authorities.
1. **A wetland delineation, or a letter affirming wetlands are not present on the site, shall be obtained for the site.** Wetland services shall be subcontracted; therefore, all costs shall be included in the lump sum proposal.
- K. Survey bottom of pond/wetland below water level.

- L. Locate improvements within any offsite easements or servitudes benefitting the surveyed property that are disclosed in the Record Documents or previous plans researched by the surveyor and that are observed in the process of conducting the survey (surveyor shall obtain necessary permissions).
- M. This survey is being prepared for engineering and design purposes, therefore, in addition to the aforementioned items, we are requesting the following:
 - 1. Provide a minimum of three (3) permanent benchmarks within the mapping limits with detailed descriptions and elevations to nearest 0.01'. The vertical datum used shall correspond to sea level datum.
 - 2. As a minimum requirement, for the purpose of establishing contour lines at a one foot intervals, determine and show legibly on the survey spot elevations on a 50 foot (max) grid. In addition to this requirement, locate (horizontally and vertically) all significant breaks in grade.
 - 3. Provide the location, size and direction of flow of all sewers and culverts within 100' of the mapping limits. Also, provide the location of catch basins, manholes, underground tanks, etc. and inverts of pipe at each pipe. Place utility labels on survey adjacent to relevant structure(s).
 - 4. Provide the water (and/or ice) elevation for each water body within the mapping limits and record the date determined.
 - 5. Provide location and descriptions of sanitary septic systems within the survey limits, including holding tanks, drainfields, and other related features.
 - 6. Trees: Provide location and diameter (at 3' above the ground) of all individual trees except in thickly wooded areas.
 - a) In thickly wooded areas, provide an outline of the wooded area(s).
 - b) For individual trees, provide species and ground elevation to nearest 0.1' at the upper slope side.
 - 7. Record and perpetuate field control used to conduct this survey, such that supplemental work and/or verification of survey, may be accomplished by others.
- N. **The use of rectified orthophotography, photogrammetric mapping, airborne/mobile laser scanning or other similar products, shall not be used as a basis for showing the location of the surveyed features for this survey or for determining topography and elevations on site.**

IV. **Surveying Standards and Standards of Care**

- A. The maximum allowable Relative Positional Precision for this survey shall be 2 cm (0.07 feet) plus 50 parts per million (based on the direct distance between the two corners being tested). It is recognized that in certain circumstances, the size or configuration of the surveyed property, or the relief, vegetation or improvements on the surveyed property will result in survey measurements for which the maximum allowable Relative Positional Precision may be exceeded. If the maximum allowable Relative Positional Precision is exceeded, the surveyor shall note the reasoning.

V. **Research**

- A. The Surveyor shall be responsible for obtaining the appropriate data to complete this survey. This shall include but not be limited to the following: plats, maps, record maps, utility maps, utility locations, record documents, record legal descriptions, and record easements. This information shall be obtained from the appropriate authority such as utility operators and government agencies.

VI. **Expenses**

- A. Provide a lump sum fee for this survey. All expenses to complete this survey shall be included in said fee. This shall include but not be limited to the following:
1. Title Work
 2. Wetland delineation
 3. Tree identification
 4. Mileage
 5. Prints
 6. Private locates

VII. **Deliverables**

- A. The surveyor shall furnish copies of the plat or map. Digital copies of the plat or map shall be provided in addition to hard copies. The deliverables for this survey will include the following:
1. Final drawings of the complete topographic survey shall be prepared at a scale not to exceed 1" = 50', which best fits standard 30" x 42" sheet.
 2. Provide one signed .pdf document of the final survey. Also, provide electronically to our office, an AutoCAD® file (Civil 3D Version 2018 or later .dwg file) for preliminary and final surveys. Each sheet shall bear the certification of the licensed professional responsible for the work.
 3. Provide an electronic surface model for the site topography, either in a LandXML file format, or surface information embedded in the AutoCAD .dwg file.

Police Department Additions Wetland Services – 1/30/2024

Bolton & Menk, Inc. has been asked to prepare a scope of work for wetland services for the Police Department Additions project on behalf of the City of New Prague. We propose to thoroughly investigate the available background information needed prior to visiting the site. This includes compiling information as follows:

1. Available Aerial Photographs.
2. Scott County LiDAR Maps.
3. National Wetlands Inventory Maps.
4. Scott County Soil Survey Maps.
5. MNDNR Public Waters Maps.

As such, we will complete the following tasks:

Task 2.1 – Level 2 Wetland Delineation & Report: We will visit the site to delineate all aquatic resource boundaries within the designated study area. The delineation will include performing transects and sampling in the vicinity of those wetlands, placing 3-foot pin flags at the limits of any wetlands found. Our delineator will use a sub-meter GPS unit to accurately locate and map each point and prepare a written report of our findings.

Task 2.2 – No Wetland Memo: If no aquatic resources are believed to be present within the project area, a No Wetland Memo will be completed and submitted to the LGU in lieu of a delineation report.

As such, our proposal for aquatic resource delineation services are as follows:

Task 2.1 – Level 2 Wetland Delineation & Report.....	<u>\$2,000.00 Lump Sum</u>
Base Delineation Fee	\$2,000.00 Lump Sum
Task 2.2 – No Wetland Memo	<u>\$1,200.00 Lump Sum</u>
Base Delineation Fee	\$1,200.00 Lump Sum
.....	
Total Wetland Services – If Aquatic Resources are Present\$2,000.00
Total Wetland Services – If No Aquatic Resources are Present.....	..\$1,200.00