### **PROFESSIONAL SERVICES AGREEMENT**

This Agreement ("Agreement") is made as of February 21st. 2025 (Effective Date), by and between City of Saint Francis, Minnesota, 3750 Bridge Street NW, St Francis, MN 55070, herein referred to as ("Client") and WSB LLC, 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416, herein referred to as ("Consultant") to provide professional services ("Services") by Consultant in connection with the following project: TH 47 Preliminary Design and Environmental, located in St Francis, MN ("Project").

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

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

### ARTICLE 2 - PERIOD OF SERVICE

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

### ARTICLE 3 - COMPENSATION

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

Client agrees to pay all invoices within thirty (30) days of receiving same. Any invoice not paid within thirty (30) days of the original invoice date shall bear interest at the lower of 1.5% per month or the highest rate permitted by applicable law on the unpaid balance.

If Client fails to pay any amount by the applicable due date, Consultant shall have the right to suspend work and withhold Instruments of Service (as defined below) until payment in full, including interest, is received. Consultant shall have no liability whatsoever to Client for any costs or damages that result from such suspension or withholding of Instruments of Service, and Consultant shall be entitled to reimbursement of all costs incurred while work is suspended. If Consultant resumes services after payment by Client, the time schedule and fees for remaining Services shall be equitably adjusted.

If Client fails to pay any amount by the applicable due date, Consultant shall have the right to commence collection efforts, and all collection costs incurred by Consultant shall become immediately due and payable to Consultant as such collection costs are incurred. Collection costs include, but are not limited to, legal fees, collection agency fees, court costs, and reasonable staff costs for Consultant's staff time spent in efforts to collect the overdue balance.

Client's failure to pay Consultant in accordance with this Agreement shall constitute a material breach of this Agreement and shall be cause for Consultant to suspend performance or terminate this Agreement.

If the Services are suspended by Client for more than thirty (30) calendar days, consecutive or aggregate, Consultant shall be compensated for Services performed prior to such suspension. When the Services are resumed, Consultant shall be compensated for time and expenses incurred in the interruption and resumption of Services. Consultant's fees for the remaining Services and the time schedules shall be equitably adjusted.

### ARTICLE 4 – ADDITIONAL SERVICES

In the event of any changes in the Scope of Services, Client Delay, changed or unforeseen conditions, Change in Law or event of Force Majeure, Client agrees to issue an Amendment for Additional Services ("AAS") to equitably adjust Consultant's fees and the time of performance. If Consultant is caused to increase its Scope of Services and Client does not issue an AAS that is acceptable to Consultant, compensation for the expanded Scope of Services shall be on an hourly basis according to Consultant's then-current standard rate schedule ("Rate Schedule"), plus reimbursable expenses.

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

### ARTICLE 5 - CLIENT'S RESPONSIBILITIES

Client agrees to provide to Consultant in a timely manner all available information, requirements, and limitations relevant to Consultant's performance of its Scope of Services, including, but not limited to, objectives, schedule, constraints and criteria, space requirements, flexibility, expandability, special equipment, systems, and site requirements. Client furnished information shall also include data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other

land use restrictions; and other special data. Consultant may rely on the accuracy of the Client's supplied information and use such information in the development of Consultant's Scope of Services. The accuracy of the Client's information is the Client's responsibility. Client shall update any information it provides if Client becomes aware of any changes in circumstances. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Client shall also notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in construction or design.

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

Where appropriate, Client shall endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Consultant of any work.

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

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

Client shall provide such legal, accounting and insurance counseling services as may be required and bear all costs incidental to compliance with the requirements of this article.

### **ARTICLE 6 - INDEMNIFICATION**

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

### ARTICLE 7 - LIABILITY LIMITATION

Client and Consultant have evaluated the parties' relative risks and benefits associated with this Project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of Consultant (and its employees and sub-consultants) to Client for all injuries, damages, claims, losses, or expenses (including attorney fees and expert fees) arising out of Consultant's services or this Agreement is limited to the greater of Consultant's project fee or \$50,000, and Client agrees to hold Consultant harmless for any liability more than such amount. This limitation shall apply regardless of available insurance coverage, cause(s), or the theories of liability, including, but not limited to, breach of contract, negligence, contribution, indemnity, or other remedies.

### ARTICLE 8 - STANDARD OF CARE

Consultant will perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions in the same locale. EXCEPT AS SPECIFICALLY STATED HEREIN, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### ARTICLE 9 - CONSEQUENTIAL DAMAGES

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

#### ARTICLE 10 - DISPUTE RESOLUTION

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

Any claim or dispute arising out of or related to Consultant's Services or this Agreement (except for collection procedures employed by Consultant and those waived or barred as provided elsewhere in this Agreement) that is not resolved by direct discussions shall be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Either party may file a request for mediation. Mediation shall be pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The Mediator shall be selected by the parties within fifteen (15) days of the request for mediation. Mediation shall proceed in advance of

legal or equitable proceedings, which shall be stayed pending the conclusion of mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Minneapolis, Minnesota.

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

### ARTICLE 11 - TERMINATION

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

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

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

In the event of termination of this Agreement by either party, regardless of the reason for termination, Client shall, within fifteen (15) days of termination, pay Consultant in full for all services rendered and costs incurred by Consultant up to the date of termination. Additionally, and notwithstanding any language in this Agreement to the contrary, within sixty (60) days of termination, Client shall reimburse Consultant for all expenses incurred by Consultant in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

#### **ARTICLE 12 - INSURANCE**

Consultant shall carry the following insurance:

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

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

### **ARTICLE 13 - MISCELLANEOUS**

# A. WORK PRODUCT / DOCUMENT OWNERSHIP

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

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

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

### B. HAZARDOUS MATERIALS

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

### C. UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

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

### D. THIRD-PARTY RELIANCE

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

### E. CONSTRUCTION SERVICES

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

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

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

### F. SUBMITTALS AND PAY APPLICATIONS

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

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

### G. JOB SITE SAFETY

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

that this intent shall be carried out in Client's contracts with contractors. Client also agrees that Client and its contractor(s), jointly and severally and to the fullest extent permitted by law, shall indemnify and hold harmless Consultant and its employees against any liability related to health, injury, or job site safety.

### H. OPINIONS OF PROBABLE COST

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

### I. FORCE MAJEURE

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

### J. <u>HEADINGS</u>

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

### K. ASSIGNMENT

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

### L. ENTIRE AGREEMENT

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

### M. GOVERNING LAW

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

### N. MODIFICATIONS

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

### O. WAIVER

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

### P. <u>SEVERABILITY</u>

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

### Q. EXECUTION

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

### R. <u>NO PERSONAL LIABILITY</u>

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

### S. LIEN NOTICE - APPLICABLE TO PRIVATE PROJECTS IN MINNESOTA

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

T. <u>GENERAL LIEN NOTICE - APPLICABLE TO PRIVATE PROJECTS IN LOCATIONS OTHER THAN MINNESOTA</u> TO THE EXTENT PERMITTED BY APPLICABLE LAW, AS A PARTY SUPPLYING LABOR OR MATERIALS FOR IMPROVEMENT TO PROPERTY, WE MAY FILE A LIEN AGAINST YOUR PROPERTY IF WE ARE NOT PAID IN ACCORDANCE WITH THIS AGREEMENT. IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the day and year first above written.

### **CITY OF SAINT FRANCIS, MINNESOTA**

### WSB LLC

| Ву:   |                |  |
|-------|----------------|--|
| Name: | Kate Thunstrom |  |

Ву:\_\_\_\_\_

Travis Wieber Name:

Title:

Title: \_\_\_\_\_

### Exhibit A

### **1. Scope of Services**

# 1. Project Management

This task focuses on effective contract work coordination to expedite the decision-making process and maintain schedule completion dates.

# 1.1 Schedule management

WSB will prepare a project schedule and coordinate tasks required for the contract. WSB's project manager will coordinate with the city's project manager regarding the status of the project – including its schedule, budget, and general status/progress monthly.

## 1.2 Administration

Administration of the project will include meetings, progress reports, invoicing, cost and schedule updates, billing preparation, other non-technical work, communication with the necessary project personnel, and all other work to ensure all the project tasks are completed on time, within budget, and in accordance with state laws, rules, and regulations.

## 1.3 Kickoff Meeting

WSB will hold a meeting with the city of St. Francis, MnDOT, and Anoka County to receive data and information, review the project schedule and discuss any concerns. This meeting will also be used to identify participating agency staff members and outline their coordination and engagement.

# 1.4 Monthly Project Management Team Meetings

WSB will lead monthly project management team meetings. These meetings will include key agencies in the development of preliminary design. It is anticipated that the meetings will regularly include the city of St. Francis, MnDOT, and Anoka County. It is also anticipated that the school district and environmental review agencies will attend on an as-needed basis. Up to 15 meetings are anticipated. WSB will be responsible for preparing agendas, providing meeting materials, leading the meeting, and submitting a meeting summary following the meeting. Meetings are intended to be conducted via Teams/Zoom.

## 1.5 Internal Team Coordination

The WSB team will check-in and coordinate twice a month internally to coordinate work tasks.

Key Deliverables:

- Project schedule
- Invoicing and progress reports

- Calls, emails and other correspondence
- Kickoff and PMT meetings agendas, materials, summaries

# 2. Agency and Public Coordination

This task includes additional agency coordination beyond monthly project team meetings. Information on the project will also be shared with the public. This task includes options for providing engagement with the community and key stakeholders.

# 2.1 Additional Agency Coordination Meetings

Up to 10 additional meetings with agencies will be conducted to resolve additional issues. Meeting stakeholders could include MnDOT, the county, environmental review agencies, permitting agencies, the school district, etc. Meeting agendas, materials and summaries will be provided by WSB.

# 2.2 City Council Meetings/Workshops

WSB will attend up to two council meetings and/or workshops to present information to the St. Francis City Council. Meeting materials – powerpoint presentations and/or handouts will be provided by the WSB team.

# 2.3 Project Website

WSB will provide content for the city's website. Information is likely to include project layouts, graphics, and key project milestones. WSB will provide pdfs of layouts and imagery. Schedules and key milestones will be developed and provided in a pdf for posting.

# 2.4 Property Owner Meetings

Coordination with property owners will be required to understand property impacts and to understand property owner needs and interests. Up to 15 property owner meetings with design team members will be conducted. Meeting agendas, materials and summaries will be provided by WSB.

# 2.5 Municipal Consent

Municipal consent will be required for this project because traffic capacity will be reduced and access is likely to be revised. WSB will prepare materials for municipal consent (municipal consent package as outlined in MnDOT's TPDP) – including the staff approved layout, a copy of the Design Memo and a good faith cost estimate indicating the total project cost and the city's share of the cost.

WSB will be responsible for preparing the documents required to gain Municipal Consent. WSB will prepare maps, graphics, and presentations to assist in communicating project intent and technical design information that will be targeted for non-technical groups at the public hearing. WSB will prepare documents, such as summary memorandums, cost estimates (with cost splits) and other documentation in support of gaining Municipal Consent. WSB will coordinate with the city and MnDOT on this documentation.

The city of St. Francis will be responsible for posting the public hearing information for the Municipal Consent meeting.

Key Deliverables:

- Additional agency meetings (up to 10) agendas, materials, summaries
- Council meetings (up to 2) meeting materials
- Project website content for project; updates as needed
- Property owner meetings (up to 15) agendas, materials and summaries
- Municipal consent package

# 3. Utilities

Surface and subsurface utility identification and coordination will be needed for the project.

## 3.1 MnDOT Utility Coordination

WSB will complete utility coordination for the project in accordance with the MnDOT Utility Accommodation and Coordination Manual, Steps 1 through 9.

# 3.2 Utility Design Meetings

WSB will organize and conduct up to two utility design meetings. WSB will provide meeting agendas, exhibits, and summaries.

## 3.3 City Utilities

The city of St. Francis will be responsible for identifying any potential city utility work needed as part of the project and for developing concepts for inclusion in the project layouts. The city will be responsible for developing any preliminary and final plans for city utilities. WSB will incorporate as part of preliminary work as needed.

Key Deliverables:

- Gopher State One Call
- Utility maps
- Meeting materials agendas, exhibits, summaries

# 4. Traffic Data Collection and Analysis

As time has passed since traffic counts were last collected, an update will be needed to complete traffic work for preliminary design. This task focuses on the traffic work needed to complete preliminary design – including the staff approved layout.

## 4.1 Traffic Counts

Traffic counts for the mainline will be taken on TH 47 between Cree Street NW and just north of CSAH 28/Ambassador Blvd NW.

13-hour (6AM – 7PM) turning movement counts will be taken at intersections along the corrido. Intersections are anticipated to include:

- CSAH 28/Ambassador Ave NW
- Stark Dr NW
- 233rd Ave NW
- Pederson Dr NW/School entrance
- 229th Ave NW
- 227th Ave NW

# 4.2 Traffic Projections

The WSB team will complete traffic projections for year of opening, 10 years out and 20 years out for each of the intersections to be counted. Draft projections will be provided for review and comment. Future volumes will be based on planned development and historic growth rates. The regional model will not be used.

# 4.3 Traffic Operations

The WSB team will complete traffic operations analysis for the year of opening, 10 years out and 20 years out for each of the intersections. The intersections will be modeled as a corridor using the framework established in the TH 47 Corridor Study that was updated by the city and MnDOT in 2022. A draft memo will be prepared documenting operations for the year of opening, 10 years out and 20 years out. The memo will be provided to the city, county, and MnDOT for review and comment. Revisions will be made and the memo finalized.

# 4.4 Intersection Control Evaluation (ICE) Reports

WSB will prepare four ICE Reports in accordance with MnDOT Tech Memo 07-020T-01. Draft reports will be prepared for city, county, and MnDOT review and comment and will be finalized based upon comments. ICE reports will be prepared for

- CSAH 28/Ambassador Ave
- 233rd Ave NW
- Pederson Dr NW/School Entrance
- 227th Ave NW

# 4.5 Preliminary Lighting

WSB will review and document existing lighting on the corridor and work with MnDOT and the city of St. Francis to incorporate necessary roadway lighting at the roundabouts and ¾ intersection as well as additional lighting to enhance pedestrian and bicycle travels along and across the TH 47 corridor. Draft lighting types and locations will be developed and provided for review and comment. Adjustments will be made as necessary. A draft and final memo showing proposed additional lighting will be prepared. Key Deliverables:

- Traffic counts
- Traffic projections
- Four ICE reports
- Preliminary lighting map and memo

# 5. Soil and Pavement Borings

Understanding soil conditions will be important for drainage along the corridor and for understanding pavement condition and conditions for reconstructing TH 47 within the project area.

# 5.1 Pavement and Soil Borings – Existing Pavement and Potential New Alignment

Roadway borings will be taken at strategic locations along the TH 47 corridor area for pavement and soil conditions. Based on the current concept layout, WSB assumes 10 borings up to approximately 20-foot depths for the roadway.

WSB will drill the locations using our all-terrain drilling rig and truck mounted drill rig. Traffic control will be provided. Borings will be cleared for public utilities via Gopher State One Call. If boring locations are not accessible due to vegetation, snow or other obstructions, additional fees may be charged for clearing and grubbing, and other site access methods. Borings will cause rutting, which is considered a normal part of drilling activities and not a part of site restoration.

Once notice to proceed is given, WSB will provide a site plan to perform the borings before any work starts.

Laboratory tests will be completed to determine classification and properties of soils and pavements. A report identifying a preliminary pavement section will be provided. The WSB team will provide the city with the boring logs.

Key Deliverables:

- Map of drill sites
- Boring logs
- Preliminary pavement section memo/report

# 6. Preliminary Roadway Design

These tasks are associated with preliminary design of TH 47 improvements.

# 6.1 Staff Approved Layout

WSB will Develop a GDSU approved Level 1 geometric layout document for the preferred alternative. A preliminary layout will be developed in coordination with the city, county and MnDOT. Revisions and updates will be made as the concept/layout is further refined

based upon information from the environmental scan. A final geometric layout will be prepared for formal review and signatures of approval. All work will meet the requirements in the MnDOT's TPDP Handbook and layout checklist.

WSB will coordinate closely with MnDOT's GDSU staff in the development of the preliminary and final layout to minimize major changes or questions when the time for signature occurs.

# 6.2 Design Memorandum

WSB will prepare a design memorandum to document design standards or exceptions for the project. A draft will be submitted with the preliminary layout and will be finalized with the final geometric layout. The design memorandum will meet the requirements in MnDOT's TPDP Handbook. Up to three additional meetings are included for coordination with MnDOT's GDSU.

Assistance will be needed from MnDOT regarding design ESALs.

# 6.3 Construction Limits

WSB will develop model-based cross sections and construction limits to determine whether construction boundaries (including all disturbed ground necessary for working space) are within existing right of way, and if not, delineate the final construction limits for preparation of ROW acquisition and environmental review/impacts.

When completed concurrently, the staff approved layout and construction limits will represent the preferred alternative for the project. Includes all design work preparing cross section files for determining wetland, tree clearing, and other project applicable impacts. Construction limits and cross sections determined at this stage will constrain future stages as reflected in right of way authorization maps and wetland 2-part findings. With guidance from the city, county, and MnDOT, WSB will differentiate temporary construction limits, work including work space, soil storage, etc. From permanent engineered limits.

WSB will prepare and submit preliminary cross-sections based on initial project design assumptions, including primary typical sections, preliminary profiles, and preliminary alignments.

As work progresses, WSB will prepare and submit final cross-sections and construction limits associated with the staff approved layout for right of way acquisition and subsequent environmental and permitting activities. WSB will consider and include the following, as applicable, when determining construction limits:

- Final typical sections
- Approved roadway profiles
- Final roadway alignments
- Special ditch grades
- Stormwater management features

- Final cross-section information
- Stormwater treatment and/or rate control facilities
- Utility relocations
- Americans with Disabilities Act (ADA) requirements
- Special staging for management of traffic or waterways

# 6.4 Preliminary Design Estimate

At the conclusion of Layout and Construction Limit activities WSB will submit an itemized quantity-based construction cost for the project to assist the city, county and MnDOT in any budgetary action needed for the project. This will include a breakdown of costs anticipated under a cooperative construction agreement as applicable to municipal approval.

Key Deliverables:

- Preliminary layouts
- Preliminary geometric layout
- Final approved geometric layout
- Design memorandum documentation
- Construction limits and cross sections
- Anticipated tree clearing acreage
- Itemized preliminary design estimate

MnDOT Deliverables:

Materials ESAL report

# 7. Hydrology Preliminary Design

WSB will complete preliminary hydraulic analysis and preliminary design in accordance with MnDOT Metro Hydraulic Guidelines, the MnDOT Drainage Manual, and other applicable resources with approval of the district Hydraulics Engineer or their designee.

# 7.1 Drainage Design Criteria Summary Document

WSB will compile available water resources-related information, regulatory requirements applicable to the project, and develop a water resources (drainage) design criteria summary document. The summary document must include and identify:

- Existing stormwater drainage plans, models, and survey data including available data on culverts, ditches, storm sewer systems, and stormwater treatment systems within the project area.
- Information collected during the field survey relating to existing conditions.

- Available soil conditions where infiltration, filtration, and wet ponds are proposed and where stormwater trunk line piping is proposed. Identify the source(s) of the data including web-based data, soil borings, and other.
- Water resources issues including, but not limited to, areas with historically inadequate drainage (e.g., known flooding areas, citizen-identified concerns and complaints), environmentally sensitive areas, localized flooding, and maintenance problems associated with drainage, erosion areas, high groundwater table areas, areas known to contain contaminated soil or water, karst areas, ERAs, and Drinking Water Supply Management Areas (WSMA)s including the degree of vulnerability of each DWSMA throughout the project area.
- Volume control, water quality, and rate control requirements as imposed by federal and state government regulations, State's District Hydraulic Guidelines, watershed district and/or watershed management organization standards and rules, and any local governmental unit standards and rules.
- Existing drainage systems that require cleaning and/or inspection and make recommendations if features need repair or replacement.

# 7.2 Drainage Overview Maps

WSB will prepare drainage overview maps for the project area. Maps will include:

- Existing and proposed drainage features including, but not limited to, culverts, ditches, storm sewer, outfalls, drop inlets, catch basins, wet ponds, dry ponds, infiltration basins, and filtration basins. Available municipal drainage system information must be included.
- Delineated drainage areas to each point of inflow and outflow from the project. Existing and proposed drainage areas must identify the time of concentration and modeled peak flows for the design events identified in the water resources design criteria summary. Existing and proposed ponding or detention areas must show the model peak water surface elevation for the 100-year design storm event.
- All waters within 1 mile of the project that receive project runoff: public waters, outstanding resource value waters, special waters, and impaired waters.
- Federal Emergency Management Agency (FEMA) Floodplain boundaries, Watershed District flood elevations and/or floodplain boundaries, National Wetlands Inventory (NWI) wetland boundaries, jurisdictional ditches, karst areas, ERAs and DWSMAs, and other relevant drainage system information

including agricultural drainage tile systems within and adjacent to the project area.

• Existing drainage infrastructure and locations for repair, lining, replacement, and erosion control recommendations.

# 7.3 Preliminary Construction Limits – Drainage Design/Report

WSB will prepare a Preliminary Construction Limits Drainage Design. The team will:

- Develop preliminary existing and proposed conditions hydrologic/hydraulic models of the project area and perform modeling as necessary to ensure project conformance to project design standards and permitting requirements. Analyses will be completed for the design storm events identified in the water resources design criteria summary document.
- Prepare a preliminary stormwater system design and a corresponding preliminary stormwater design report. The design and report must include documentation of the preliminary design, including how the meets the requirements identified in the water resources design criteria summary document. The report must provide documentation of the following:
  - Total disturbed soil area, existing and proposed impervious area, reconstructed impervious area, and resulting regulatory requirements for volume control and water quality treatment.
  - Preliminary sizes and locations of culverts, storm sewer trunk lines, and outfalls.
  - The location, size, type, slope, computed headwater for the existing (where applicable) and proposed conditions discharges, and preliminary invert elevations of each culvert and outfall.
  - Preliminary location, surface area, and treatment volume depth of potential stormwater treatment systems including preliminary grading sufficient to establish construction limits and right of way needs.
  - Construction limits and required right of way for all drainage system facilities and stormwater treatment systems.
  - Drainage tile system impacts and required connections and rerouting.
  - How the preliminary drainage system design will preserve existing drainage patterns wherever possible unless approved by the District Water Resources Engineer.
  - Coordination with the State Bridge and Utilities Office and District Water Resources Engineer.

- Modeling results of existing and proposed conditions stormwater systems as required for project permitting and/or as directed by the District Water Resources Engineer.
- Culvert risk assessments and floodplain assessments, as necessary.

# 7.4 Soil Borings/Piezometers Request

The Contractor will prepare a request for a soil boring investigation for the potential stormwater treatment system locations identified in the preliminary stormwater design report. The request must include a map of the requested stormwater treatment systems and the preferred location(s) of borings within each treatment system including:

- The required number of borings at each location needed to accurately characterize the soil conditions for the intended design and to satisfy any applicable regulatory requirements.
- The required depth of the borings to identify groundwater and saturated soil conditions.
- Include proposed alignments and staking offsets such that survey staff can locate in advance of scoping borings.

# 7.5 Final Construction Limits – Drainage Design/Report

The Contractor will prepare a Final Construction Limits Drainage Design by:

- Reviewing the results and findings described in the water resources design summary, preliminary stormwater design report, and drainage overview map(s) and prepare recommendations for revisions to the preliminary design. The recommendations must consider comments on the preliminary stormwater design report, new data, regulations, and/or information related to water resources in the project area available since completion of the preliminary stormwater design report.
- Preparing or updating, as applicable, existing and proposed conditions hydrologic/hydraulic models of the project area and perform modeling to evaluate conformance to project design standards and permitting requirements. Analyses will be completed for the design storm events identified in the water resources design criteria summary document.
- Preparing hydraulic and stormwater system design plans and corresponding hydraulic design report. The design and report must include documentation of:
  - Total disturbed soil area, existing and proposed impervious area, reconstructed impervious area, and resulting regulatory requirements for volume control and water quality treatment.
  - Sizes and locations of culverts, storm sewer trunk lines, and outfalls.

- The location, size, type, slope, and computed headwater for the existing (where applicable) and proposed conditions discharges and invert elevations of each culvert and outfall.
- Location, surface area, and treatment volume depth of stormwater treatment systems including grading plans sufficient to confirm construction limits and right-of-way needs.
- Limits of required right-of-way for all drainage and stormwater treatment systems.
- Drainage tile system impacts and required connections and rerouting.
- How the preliminary drainage system design will preserve existing drainage patterns wherever possible unless approved by the District Water Resources Engineer.
- Coordination with the State Bridge and Utilities Office and District Water Resources Engineer.
- Modeling results of existing and proposed conditions stormwater systems as required for project permitting and/or as directed by the District Water Resources Engineer.

Key Deliverables:

- Drainage design criteria summary document
- Drainage overview map of existing and proposed conditions
- Existing and proposed conditions hydrologic/hydraulic models
- Preliminary construction limits drainage design/report
- Solis investigation request memorandum
- Final construction limits drainage design/report

# 8. Environmental Document

The proposed project is not likely to require a formal state environmental document (Environmental Assessment Worksheet or Environmental Impact Statement) as it is decreasing travel lanes in the project area and would have minimal public water impacts, so is unlikely to trigger a mandatory formal EAW or EIS. The project has received federal funding, so will require a federal environmental document. Based on preliminary discussions with MnDOT, it is anticipated a Programmatic Categorical Exclusion can be prepared, but will have to be confirmed during the environmental review process, and actual impacts.

# 8.1 Wetland Delineations and Reports

WSB will Delineate wetlands and all aquatic resources (linear ditches, tributaries, etc..) within the project area per the 1987 U.S. Army Corp of Engineers Wetland Delineation Manual; Northcentral and Northeast Regional Supplement, regulatory guidance, and Wetland Conservation Act (WCA) standards and Guidance for Submittal of Delineation Reports to the St. Paul District Army Corp of Engineers and Wetland Conservation Act Local Government Units in Minnesota, Version 2.0 (Public Notice Date of 3/04/15).

The wetland delineation will include:

- Recording the locations of each wetland boundary flag, photo point, and sampling point-with a sub-foot accurate GPS Unit.
- Complete at least one sampling transect per delineated wetland.
- Acquire one photo for each wetland sampling point.
- Uploading and post-processing GPS data. Convert and export shapefiles (wetland boundaries, sampling points, photo points, and wetland assessment area polygon) to CAD format as necessary. Files transmitted to the State are required to be in the corresponding county coordinate system that the project is located in.

Following delineation, WSB will prepare a wetland delineation report per the US Army Corps of Engineers standards and WCA standards. A draft wetland delineation report will be submitted to project partners and any reviewing agencies for review and comment. WSB will revise the report based on comments received and complete a joint notification form for boundary/type occurrence. Following those activities, WSB will convene a TEP meeting for boundary type review and concurrence and amend reports as needed. A meeting summary from the TEP meeting will be prepared.

WSB will generate a project notification mailer in advance of delineations to notify property owners adjacent to proposed wetland delineations outside of MnDOT/county/city right of way. WSB will provide all material and mail notices.

No permits will be applied for as part of the project.

# 8.2 Early Notification Memo (ENM) or Coordination Letters

WSB will prepare the Early Notification Memo to route through the different MnDOT functional groups to identify potential resources impacted by the project. WSB will use the Metro District ENM template found on MnDOT's TPDP. WSB will describe the proposed project, provide conceptual maps of the project and its associated limits and answer questions in the ENM template for the project. Responses will be collected and information from the ENM will be used to determine if additional investigations are needed.

- State Historic Preservation Office historic and archaeological resources
- DNR state threatened and endangered species

Information from the responses received will be used to help identify impacts and any additional investigation that may be needed.

# 8.3 Draft Programmatic CATEX

The WSB team will prepare a draft Programmatic CATEX using the trunk highway template. The project team will respond to all the required questions, document correspondence with subject matter experts, and provide required figures, maps, and other supplemental information. The draft document will identify the transportation purpose and need, describe the preferred alternative, and describe funding for the project. Required permits will be identified, but not completed.

At this time – it is expected that MnDOT will conduct Phase I and any Phase II investigations regarding contamination. Based on conversations with MnDOT, there may be previous efforts at a Phase I and MnDOT would continue to lead that effort.

At this time – it is expected that MnDOT will conduct coordination and review for historic and/or archaeological sites and conduct Tribal Coordination efforts as part of its ENM response. If additional study or investigation is needed per the ENM response, it is likely that MnDOT will lead that work. If needed, WSB will hire a subconsultant to complete this work.

At this time – based on conversations with MnDOT's air and noise resource group, no noise analysis will be required, as the project is eliminating travel lanes and pulling the roadway in tighter within the existing right of way for most of the project area. So no noise analysis is included in the scope of work.

## 8.4 Final Programmatic CATEX

The WSB team will make edits as identified through MnDOT's review at the District and Central Office. The team will route the document for signature after the edits have been made.

Key Deliverables:

- Property owner notification mailer
- Draft wetland delineation report and files
- Final wetland delineation report and files
- TEP meeting and summary
- ENM
- Draft and final programmatic CATEX

### 2. Compensation

Compensation for the scope of services will be rendered on an hourly basis not to exceed the amount of \$427,240.09 as detailed in attached Exhibit A.1.

# Exhibit A.1

TH 47 Preliminary Design Cost (WSB)

Detailed Cost Breakdown of Tasks

|                             |   | Detailed Cost Breakdown of Tasks |                               |               |                                  |  |                                      | SD                        |            |                    |                    |                            |                     |                    |                      |                        |   |   |               |                           |                      |   |                        |           |                             |
|-----------------------------|---|----------------------------------|-------------------------------|---------------|----------------------------------|--|--------------------------------------|---------------------------|------------|--------------------|--------------------|----------------------------|---------------------|--------------------|----------------------|------------------------|---|---|---------------|---------------------------|----------------------|---|------------------------|-----------|-----------------------------|
|                             |   | PM                               | Pul                           | blic Involven | nent                             |  | Roadway                              |                           |            |                    |                    |                            | Traffic Eng         | ineering           |                      | Plannin                | g / Environm                                  | nental  | Hydraulics    |                           |                      | GIS                                     | Project Controls       |           |                             |
| Task                        | Description   | Project<br>Manager               | Public<br>Involvement<br>Lead | Graphics      | Public<br>Involvement<br>Support | Roadway Lead<br>/ Professional<br>Engineer | Roadway<br>Specialist-<br>Roundabout | Sr. Engineer              | Engineer   | Roadway<br>Support | Cost<br>Estimating | Senior Traffic<br>Engineer | Traffic<br>Engineer | Data<br>Collection | Traffic<br>Support   | Trans Planning<br>Lead | Science Lead /<br>Sr. Scientist               | <b>Wikkey</b><br>Trans Planner<br>Env Scientist | Drainage Lead | Sr. Drainage<br>Engineer  | Drainage<br>Engineer | Sr. GIS Analyst                         | Project<br>Controls    |           |                             |
|                             |   | Jack C                           | Ryan Earp                     | Alison        | Noel                             | Travis                                     | Andrew P                             | Michael NO                | Megan M    | Chuck K            | Chris K            | Mallori F                  | Dane S              | Shawn S            | Mary S               | Austin H               | Roxy  | Daniil  | Earth         | Matt                      |                      | Steve G                                 | Taylor R               |           |                             |
| 1.0                         | Project Management  | 0                                |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      |                        |   |   |               |                           |                      |   | 15                     | 22        | ¢ 2.617.17                  |
| 1.1                         | Schedule Management<br>Administration   | 8<br>40                          |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      |                        |   |   |               |                           |                      |   | 15                     | 23<br>40  | \$ 3,617.17<br>\$9,114.13   |
| 1.3                         | Kickoff Meeting   | 4                                |                               |               |                                  | 2  |                                      |                           |            |                    |                    | 2                          |                     |                    |                      |                        | 2   |   | 2             |                           |                      |   |                        | 12        | \$2,546.26                  |
| 1.4                         | PMT Meetings  | 24                               |                               |               |                                  | 15   | 6                                    |                           |            |                    |                    | 4                          |                     |                    |                      | 24                     |   |   | 10            |                           |                      |   |                        | 83        | \$17,539.00                 |
| 1.5<br><b>2.0</b>           | Internal Team Coordination  | 15                               |                               |               |                                  | 15   | 4                                    |                           |            |                    | 4                  | 8                          |                     |                    |                      | 15                     |   |   | 15            |                           |                      |   |                        | 76        | \$16,490.88                 |
| 2.1                         | Public and Agency Involvement<br>Additional Agency Coordination Meetings            | 15                               |                               |               |                                  | 10   |                                      |                           |            |                    |                    | 4                          |                     |                    |                      | 15                     |   |   | 10            |                           |                      |   |                        | 54        | \$11,386.96                 |
| 2.2                         | City Council Meetings/Workshops   | 16                               |                               |               |                                  | 10   | 2                                    |                           |            |                    |                    |                            |                     |                    |                      | 8                      |   |   |               | 2                         |                      |   |                        | 38        | \$8,242.59                  |
| 2.3                         | Project Website   |                                  | 12                            | 20            | 24                               |  |                                      |                           |            |                    |                    |                            |                     |                    |                      | 10                     |   |   |               |                           |                      | 12                                      |                        | 78        | \$10,549.60                 |
| 2.4                         | Property Owner Meetings   | 10                               |                               |               |                                  | 30<br>16                                   |                                      | 30                        | 10         |                    | 10                 |                            |                     |                    |                      |                        |   |   |               |                           |                      |   |                        | 60<br>68  | \$12,816.74                 |
| 2.5<br><b>3.0</b>           | Municipal Consent Utilities   | 10                               | 1                             |               | 1                                | 16   |                                      | 16                        | 10         |                    | 16                 |                            |                     |                    | II                   |                        |   |   |               |                           |                      |   |                        | 68        | \$14,303.48                 |
| 3.1                         | MnDOT Utility Coordination  |                                  |                               |               |                                  | 8  |                                      | 40                        |            | 60                 |                    |                            |                     |                    |                      |                        |   |   |               |                           |                      |   |                        | 108       | \$19,139.67                 |
| 3.2                         | Utility Design Meetings   | 1                                |                               |               |                                  | 1  |                                      | 8                         |            |                    |                    |                            |                     |                    |                      |                        |   |   |               |                           |                      |   |                        | 9         | \$1,623.45                  |
| 3.3                         | City Utility Coordination   |                                  |                               |               |                                  |  |                                      | 4                         |            |                    |                    |                            |                     |                    |                      |                        |   |   |               |                           |                      |   |                        | 4         | \$683.56                    |
| 4.0<br>4.1                  | Traffic Data Collection and Analysis Traffic Counts                                 |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     | 84                 | 6                    |                        |   |   |               |                           |                      |   |                        | 90        | \$8,920.45                  |
| 4.1                         | Traffic Projections   |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    | 4                          | 20                  | 64                 | 6                    |                        |   |   |               |                           |                      |   |                        | 24        | \$8,920.45                  |
| 4.3                         | Traffic Operations  | 4                                |                               |               |                                  |  |                                      |                           |            |                    |                    | 20                         | 32                  |                    |                      |                        |   |   |               |                           |                      |   |                        | 56        | \$7,712.83                  |
| 4.4                         | ICE Reports   |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    | 32                         | 100                 |                    |                      |                        |   |   |               |                           |                      |   |                        | 132       | \$16,302.90                 |
| 4.5                         | Preliminary Lighting  |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    | 20                         | 40                  |                    |                      |                        |   |   |               |                           |                      |   |                        | 60        | \$7,690.05                  |
| 5.0<br>5.1                  | Soil and Pavement Borings<br>Pavement and soil borings - flat fee                   |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      |                        |   |   |               |                           |                      |   |                        |           | \$30,000.00                 |
| 6.0                         | Preliminary Roadways Design   |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      |                        |   |   |               |                           |                      |   |                        |           | \$30,000.00                 |
| 6.1                         | Staff Approved Layout   |                                  |                               |               |                                  | 30   | 50                                   | 150                       | 140        | 120                |                    |                            |                     |                    |                      |                        |   |   |               |                           |                      |   |                        | 490       | \$ 82,938.56                |
| 6.2                         | Design Memorandum   |                                  |                               |               |                                  | 4  |                                      | 16                        | 4          |                    |                    |                            |                     |                    |                      |                        |   |   |               |                           |                      |   |                        | 24        | \$4,249.46                  |
| 6.3                         | Construction Limits   |                                  |                               |               |                                  | 8  |                                      | 20                        | 30         | 16                 |                    |                            |                     |                    |                      |                        |   |   |               |                           |                      |   |                        | 74        | \$11,876.85                 |
| 6.4                         | Preliminary Design Estimate   |                                  |                               |               |                                  | 8  |                                      | 8                         | 20         | 8                  | 50                 |                            |                     |                    |                      |                        |   |   |               |                           |                      |   |                        | 94        | \$19,623.86                 |
| 7.0                         | Hydrology/Hydraulic Preliminary Design<br>Drainage Design Criteria Summary Document |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      |                        |   |   | 2             | 8                         | 16                   |   |                        | 26        | \$4,203.89                  |
| 7.2                         | Drainage Overview Maps  |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      |                        |   |   | 4             | 24                        | 60                   |   |                        | 88        | \$13,933.22                 |
|                             | Preliminary Construction Limits - Drainage  |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      |                        |   |   |               |                           |                      |   |                        |           |                             |
| 7.3                         | Design/Report   |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      |                        |   |   | 20            | 40                        | 80                   |   |                        | 140       | \$23,468.88                 |
| 7.4                         | Soil Borings/Piezometers Request  |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      |                        |   |   |               | 2                         |                      |   |                        | 2         | \$324.69                    |
| 7.5                         | Final Construction Limits - Drainage Design/Report                                  |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      |                        |   |   | 12            | 40                        | 60                   |   |                        | 112       | \$18,490.29                 |
| 8.0                         | Environmental Document  |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      |                        |   |   | 16            | 10                        | 50                   |   |                        | -112      |                             |
| 8.1                         | Wetland Delineations and Reports  |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      |                        | 50  |   |               |                           |                      |   |                        | 50        | \$7,690.05                  |
| 8.2                         | ENM   | 4                                |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      | 70                     |   | 8   |               |                           |                      | 2                                       |                        | 14        | \$2,039.29                  |
| 8.3<br>8.4                  | Draft Programmatic CATEX<br>Final Programmatic CATEX                                | 28                               |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      | 76<br>20               | 8   | 40<br>16  | 8             |                           |                      | 24<br>4                                 |                        | 184<br>48 | \$28,891.79<br>\$7,154.59   |
| <br>                        |   |                                  |                               |               | 1                                |  |                                      |                           |            |                    |                    |                            |                     |                    |                      | 20                     |   | 10  |               |                           |                      |   |                        |           | ÷,,137.35                   |
| Total Hours                 |   | 176                              | 12                            | 20            | 24                               | 157  | 62                                   | 292                       | 204        | 204                | 70                 | 94                         | 192                 | 84                 | 6                    | 168                    | 60  | 64  | 83            | 116                       | 216                  | 42                                      | 15                     | 2,361     |                             |
| Hourly Costs                |   | \$80.00                          | \$69.00                       | \$40.00       | \$39.00                          |  |                                      |                           |            |                    |                    |                            |                     |                    | \$60.00              | \$54.00                | \$54.00                                       |   |               |                           | \$53.00              | \$50.00                                 | \$42.00                |           |                             |
| Direct Salary               | Costs   | \$14,080.00                      | \$828.00                      | \$800.00      | \$936.00                         | \$14,130.00                                | \$5,208.00                           | \$17,520.00               | \$8,772.00 | \$12,240.00        | \$6,090.00         | \$5,358.00                 | \$7,488.00          | \$2,772.00         | \$360.00             | \$9,072.00             | \$3,240.00                                    | \$2,368.00                                      | \$7,138.00    | \$6,612.00                | \$11,448.00          | \$2,100.00                              | \$630.00               |           | \$139,190.00                |
|                             | ts (Rate =1.5205)   |                                  |                               |               | \$1,423.19                       |  |                                      | \$26,639.16               |            |                    |                    |                            |                     |                    |                      |                        |   | \$3,600.54                                      |               |                           |                      |   | \$957.92               |           | \$211,638.40                |
| Salaries + Ove<br>Fee (13%) | ernead  |                                  |                               |               | \$2,359.19<br>\$306.69           |  |                                      | \$44,159.16<br>\$5,740.69 |            |                    |                    |                            |                     |                    | \$907.38<br>\$117.96 |                        | \$8,166.42<br>\$1,061.63                      | \$5,968.54                                      |               | \$16,665.55<br>\$2,166.52 |                      |   | \$1,587.92<br>\$206.43 |           | \$350,828.40<br>\$45,607.69 |
| Fee (13%)<br>Salaries + Ove | erhead + Fee  | \$4,613.52<br>\$40,102.16        |                               |               |                                  |  |                                      | \$5,740.69<br>\$49,899.85 |            |                    |                    |                            |                     |                    |                      |                        |   | \$775.91<br>\$6,744.45                          |               |                           |                      |   | \$206.43<br>\$1,794.34 |           | \$426,436.09                |
|                             |   | +,101.10                         | +-,                           | +_,           | +_,500.00                        | +,   | +,000.14                             | + 11/0001.00              |            | 10 1/202104        | ,,                 | ,,                         | ,,                  | <i>+•,500.</i> 11  |                      | +                      | , , <u>, , , , , , , , , , , , , , , , , </u> | ,,,,  | ,,            | ,,,                       | ,,                   | , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | + - ,                  |           |                             |
| Expenses                    |   |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      |                        |   |   |               |                           |                      |   |                        |           | Cost                        |
|                             | Mileage   | 1,200                            | \$ 0.67                       |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      |                        |   |   |               |                           |                      |   |                        |           | \$804.00                    |
| Total Exponen               |   |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      |                        |   |   |               |                           |                      |   |                        |           | \$804.00                    |
| Total Expense               |   |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      |                        |   |   |               |                           |                      |   |                        |           |                             |
| TOTAL CO                    | ST  |                                  |                               |               |                                  |  |                                      |                           |            |                    |                    |                            |                     |                    |                      |                        |   |   |               |                           |                      |   |                        |           | \$427,240.09                |



# 2025 Rate Schedule



|   | Billing Rate/Hour |  |  |  |  |  |
|---|-------------------|--|--|--|--|--|
| PRINCIPAL   ASSOCIATE                                 | \$195 - \$281     |  |  |  |  |  |
| SR. PROJECT MANAGER   SR. PROJECT ENGINEER            | \$195 - \$251     |  |  |  |  |  |
| PROJECT MANAGER                                       | \$171 - \$191     |  |  |  |  |  |
| PROJECT ENGINEER   GRADUATE ENGINEER                  | \$115 - \$190     |  |  |  |  |  |
| PROJECT MANAGER ASSISTANT                             | \$95 - \$155      |  |  |  |  |  |
| ENGINEERING TECHNICIAN   ENGINEERING SPECIALIST       | \$76 - \$189      |  |  |  |  |  |
| LANDSCAPE ARCHITECT   SR. LANDSCAPE ARCHITECT         | \$86 - \$182      |  |  |  |  |  |
| ENVIRONMENTAL SCIENTIST   SR. ENVIRONMENTAL SCIENTIST | \$77 - \$180      |  |  |  |  |  |
| PLANNER   SR. PLANNER                                 | \$89 - \$188      |  |  |  |  |  |
| GIS SPECIALIST   SR. GIS SPECIALIST                   | \$86 - \$188      |  |  |  |  |  |
| CONSTRUCTION OBSERVER                                 | \$117 - \$152     |  |  |  |  |  |
| SURVEY  |                   |  |  |  |  |  |
| Survey Office Technician                              | \$136 - \$169     |  |  |  |  |  |
| Drone Pilot   | \$197             |  |  |  |  |  |
| One-Person Crew                                       | \$197             |  |  |  |  |  |
| Two-Person Crew                                       | \$265             |  |  |  |  |  |
| OFFICE TECHNICIAN                                     | \$67 - \$147      |  |  |  |  |  |

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