



# BAXTER CITY COUNCIL AGENDA

Tuesday, January 19, 2016

The regular meeting of the Baxter City Council will be held on Tuesday, January 19, 2016 at 7:00 p.m. at the Baxter City Hall, 13190 Memorywood Dr., Baxter, MN.

1. **Call Meeting to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Franchise Fee Informational Discussion** (pp. 3-5).
5. **Public Comments**

*Comments received from the public may be placed on a future meeting agenda for consideration.*

## 6. **Consent Agenda**

*The following items are considered non-controversial by staff and are recommended to be read and passed in one motion. Any council person, staff, citizen, or meeting attendee can request one or more items be pulled from the Consent Agenda and the item will be pulled and addressed immediately after the passage of the Consent Agenda; otherwise, the following items will be passed in one motion:*

- A. Approve City Council Minutes from January 05, 2016 (pp. 6-10).
- B. Approve City Council Work Session Minutes from January 05, 2016 (pp. 11-13).
- C. Approve the Payment of Bills and Finance Report (Addendum A and Addendum A-1).
- D. Approve Ordinance 2016-005 Amending Text of Title 4, Chapter 3 Open Burning and Ordinance 2016-006 Summary Publication of Ordinance 2016-005 (pp. 14-22).
- E. Award the Professional Engineering and Related Engineering Services Contract for 2016 Mill & Overlay/Full Depth Reclamation and New Construction of Right Turn Lane Construction Project to WSN in the not to exceed amount of \$164,409 (pp. 23-36).
- F. Approve Ordinance 2016-002 Summary Publication of Ordinance 2016-001 Amending the Text of Title 5, Chapter 6 Tobacco and Tobacco Related Devices (pp. 37).
- G. Approve Ordinance 2016-004 Summary Publication of Ordinance 2016-003 Regulating the Use of Electronic Delivery Devices within the City of Baxter Minnesota (pp. 38).
- H. Accept Utilities Commission Minutes of January 6, 2016 (pp. 39-48).

1. Approve the Bolton & Menk Inc. 2015 Chip Seal Improvements Project Reimbursement Request in the amount of \$7,164.00 (Utilities Commission Minutes pp. 1)
2. Approve the R. L. Larson Excavating Change Order No. 3 in the increased amount of \$22,740.00 for the 2015 Isle Drive Extension Improvements Project (pp. 49-50).
3. Approve the R. L. Larson Excavating Change Order No. 4 in the increased amount of \$47,680.00 for the 2015 Isle Drive Extension Improvements Project (pp. 51-52).
4. Approve the R. L. Larson Excavating Final Pay Estimate No. 7 in the amount of \$339,827.37 for the 2015 Isle Drive Extension Improvement Project (pp. 53-64).
5. Approve the SEH, Inc. Agreement for Fee Increase in the Not to Exceed amount of \$25,137.00 for the 2015 Mill & Overlay Project (pp. 65-73).
6. Accept the Mills Indoor Shooting Range Project as per the Development Agreement (Utilities Commission Minutes pp. 9).
7. Accept the Northern Lakes Senior Living Project as per the Development Agreement and release the Irrevocable Letter of Credit No. 105887734 in the amount of \$89,510.44 to TM Excelsior, LLC (Utilities Commission Minutes pp. 9).

## **7. Pulled Agenda Items**

## **8. Other Business**

## **9. Council Comments**

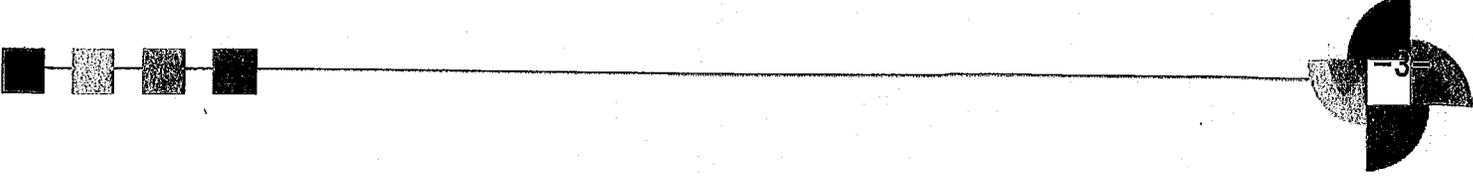
- A. Quinn Nystrom
- B. Steve Barrows
- C. Todd Holman
- D. Mark Cross
- E. Darrel Olson

## **10. City Administrator's Report**

## **11. City Attorney's Report**

- A. Closed Session under Minnesota Statute 13D.05, Subd. 3 (c) (3) to develop an offer for the purchase of real property

## **12. Adjourn to the Monday, February 1, 2016 Fairview Road Improvement Hearing**



# Memo

**To:** Gordon Heitke, City of Baxter  
**From:** Nick Anhut and Rebecca Kurtz, Ehlers  
**Date:** January 12, 2016  
**Subject:** Gas and Electric Franchise Fee Public Informational Meeting

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The City of Baxter is holding a public informational meeting on the proposed establishment of utility franchise fees on Tuesday, January 19, 2016. Ehlers has been working with the City to provide information on steps and best practices for implementing gas and electric franchise fees and propose a fee structure to fund a portion of the City's street maintenance and street lighting programs. This memo is intended to revisit the process to date and provide an update on the proposed franchise fee structure published for the informational meeting.

## Why Establish a Franchise Fee?

Cities in Minnesota charge franchise fees to utility service providers as an alternative means to raise revenues for the City's general fund or for a specific project. This authority is granted under Minnesota Statutes 216B.36. Franchise fees have become a more common and desirable alternative to taxes for funding street maintenance in the absence of other funding mechanisms. Currently over 65 cities in Minnesota have implemented franchise fees to assist with raising revenues. The franchise fees are usually a fixed amount charged per month in most communities, but in some cases they are based on a percentage of gross revenues or at a rate per kilowatt hour or therm. The fees may also factor in the provider's pricing tiers. Generally, fees will vary by type of customer – whether it be residential or commercial – and they may be capped per customer.

There are several benefits to establishing franchise fees:

- Not subject to loss of revenue as a result of State budget issues.
- Reliable and stable source of revenue irrespective of economic conditions and State budgets.
- Growth in revenues is proportional to the growth in business activity and population.
- New residents immediately begin contributing to the cost of city services. There is approximately a 2-year lag between a new building being built and the city realizing the tax benefit.
- Tax-exempt properties, including State, county and school facilities along with churches and other non-profits, contribute their respective share to the revenue stream.
- Opportunity to balance the financial obligations between payer classes (commercial and residential) without being based on property valuation.

While there are several benefits, we recognize that there are also disadvantages:

- May be viewed as another form of taxes.
- May be perceived as a means of generating new revenues without annual notification and approval, as with taxes.
- May be unpopular with certain property or user classes.

- May be strongly opposed by non-profits that do not believe their benefits equal their costs.
- May need to be adjusted periodically for inflationary and other factors.

### **Implementation Process**

Ehlers and the City have communicated with the four utility providers in the Baxter area regarding the process of implementing a franchise fee. Empowered by each provider's franchise agreement, the City must adopt an ordinance for each service provider enacting the fee. The ordinance will contain the terms of the fees imposed, along with setting effective and expiration dates.

The state regulated providers (Northern States Power - Xcel and CenterPoint Energy) request that the City send a certified copy of the council action to pass the ordinance 90 days in advance of the first fee collection. These providers must furnish a 60 day notice to the Minnesota Public Utilities Commission of the intention to change fees collected. Both Xcel and Centerpoint have model ordinances that they can provide the City as well. Crow Wing Power and Brainerd Public Utilities have a less stringent process for implementing the franchise fee.

Fees are collected on a monthly basis from service provider customers. Service providers then remit said fees to the City. For the larger providers, this typically occurs on a quarterly basis. Both Crow Wing Power and Brainerd Public Utilities identified that the remittance could be monthly, but there may be a 60-day lag between collection and remittance. Both local providers will need to undergo changes to their billing and collections procedures to accommodate the fees.

### **Utility Classifications**

Each service provider has unique customer classifications to differentiate pricing for residential and various commercial entities. These classifications are based on the usage and peak demand each account places on the utility system. Customers are charged monthly fixed fees by customer type as well as usage rates. Schools, churches, hospitals, and other similar institutions are classified as commercial.

### **Proposed Fee Structure**

Most franchise fees imposed in Minnesota are fixed, but are initially developed under review as a percent of the utilities' gross revenues. Fixed fees are generally preferable to both cities and their utility providers because they will not change monthly based on energy price and usage fluctuations, only by the number of customer accounts. A fixed fee can be applied across all users, however most cities use a tiered approach because residential, commercial and industrial customers' consumptions vary greatly; making it difficult to implement a flat fee with equitable impact.

In developing its fee structure, the City projected a 10-year funding need and reviewed average monthly gross revenue information for each utility provider by customer classification. For pavement management funding, an initial 2.5% target of average monthly gross revenues by customer classification was used to set the fixed fee level. The City then adjusted the fee structure with the intent to try to alleviate disparities between the utility providers' customer classifications at the bequest of the utility providers. The City underwent a similar exercise for street lighting using only the electric utilities.

The tiered fee structure system has been using new information from each utility provider for 2015:

		Proposed Monthly Fee	
<b>Electric - Brainerd Public Utilities and Crow Wing Power</b>			
Residential		\$	3.00
Small Commercial	(less than 2,500 kWh's per month)	\$	13.00
Commercial-Demand	(greater than 2,500 kWh's per month, but less than 250 kW Demand)	\$	52.00
Large Commercial	(greater than 250 kW Demand per month)	\$	138.00

<b>Natural Gas - CenterPoint Energy</b>			
Residential		\$	2.00
Commercial/Industrial - A		\$	7.00
Commercial/Industrial - B & C		\$	22.00

<b>Natural Gas - Xcel Energy</b>			
Residential		\$	2.00
Commercial Firm - Non-Demand		\$	7.00
Commercial Demand and Interruptible		\$	65.00

It is anticipated that this fee structure will deliver annual revenues to offset local property taxes of \$390,000 for the pavement management program and \$115,000 for the street lighting program.

**BAXTER CITY COUNCIL MINUTES**  
**January 5, 2016**

Vice Mayor Todd Holman, who led in the pledge to the flag, called the regular meeting of the Baxter City Council to order at 7:00 p.m.

COUNCIL MEMBERS PRESENT: Vice Mayor Todd Holman and Council Members Quinn Nystrom and Mark Cross

COUNCIL MEMBERS ABSENT: Mayor Olson and Council Member Steve Barrows

STAFF PRESENT: City Administrator Gordon Heitke, Community Development Director Josh Doty, Chief of Police Jim Exsted, Assistant City Administrator Kelly Steele, Finance Director Jeremy Vacinek, and Public Works Director Trevor Walter

**CONSENT AGENDA**

- A. Approve City Council Minutes from December 17, 2015
- B. Approve City Council Work Session Minutes from December 17, 2015
- C. Approve the Payment of Bills and Finance Report
- D. Approve Resolution No. 2016-001 Establishing the 2016 Council Appointments
- E. Approve Resolution No. 2016-002 Establishing the 2016 Annual Designations
- F. Approve Ordinance 2016-001 Amending the Text of Title 5, Chapter 6 Tobacco and Tobacco Related Devices, of the Baxter City Code and Approve Ordinance 2016-002 Summary Publication of Ordinance 2016-001
- G. Approve Ordinance 2016-003 Regulating the Use of Electronic Delivery Devices within the City of Baxter Minnesota and Ordinance 2016-004 Summary Publication of Ordinance 2016-003
- H. Approve Resolution 2016-003 Receiving Feasibility Report and Calling Hearing on Improvement for the 2016 Fairview Road and Trail Improvement Project for Monday, February 1, 2016 at 6:00 p.m.
- I. Approve Resolution No. 2016-004 Support from Sponsoring Agency for Inglewood Drive Railroad Crossing Grant Application
- J. Approve the TKDA Proposal for Professional Engineering Services for the Fixed Network Water Meter Reading System Project in the not to exceed amount of \$12,000.00
- K. Approve Animal Control Agreement with Animal Control Enforcement Services (Don Hannahs) for 2016
- L. Adopt 2016 Mileage Reimbursement Rate of 54 cents per mile per IRS Regulations
- M. Approve SEH Contract for Fairview Road and Trail
- N. Approve Settlement Agreement with 7256 Woida Road

Kim Murray, 8807 Gwynn Lane, Brainerd, requested the council pull agenda items F. and G.

Colin Brooks, 26052 Church Street, Nisswa, requested the council pull agenda items F. and G.

Cap O'Rourke, 5816 10<sup>th</sup> Ave. S., Minneapolis, requested the council pull agenda items F. and G.

**MOTION** by Council Member Cross, seconded by Council Member Nystrom to approve the Consent Agenda with the exception of agenda item F. and G. Motion carries unanimously.

### PULLED AGENDA ITEMS

Kim Murray explained she would like to discuss agenda items F. and G. simultaneously to save time. Ms. Murray explained her grandfather and mother passed away due to cancer. Ms. Murray further explained her son had a heart attack and had to quit smoking. Her son starting vaping and was able to quit smoking. Ms. Murray explained her husband has a medical condition due to smoking, which limits his mobility, and smoking could be contributed to her dental concerns. Ms. Murray explained people need to find a way to quit smoking. Ms. Murray is opposed to an ordinance banning vaping in public spaces and believes businesses should have the right to decide themselves. Ms. Murray asked the council to consider pulling the ordinances from the agenda to allow members of the public to testify for or against the ordinances. Ms. Murray explained this is the first time she observed a community not holding a public vote. Ms. Murray explained she delivered a petition to city hall with over 300 signatures and a Brainerd Dispatch poll. There is new research showing e-cigarettes are better than smoking and a recent study showed only two of 29 e-liquids showed traces of contaminants. Ms. Murray explained the fog produced from an e-cigarette is not more dangerous than fog emitted from a fog machine. Ms. Murray asked the council to not pass the ordinances.

Colin Brooks explained the vaping industry has made leaps and bounds and the study referenced in the proposed ordinance is outdated. Mr. Brooks asked the council to take a step back and get data that are more current. Mr. Brooks provided the council with a copy of a 20015 study. Mr. Brooks explained there are less volatile compounds in vaping than the air the council is currently breathing. Mr. Brooks encouraged the council to read the studies dropped off at city hall. Mr. Brooks explained vaping is completely different from breathing cigarette smoke. Mr. Brooks explained as a single father with a two-year old, he could not enter an e-cigarette shop without getting a babysitter or leaving his child in the car. The proposed ordinance discriminates against single parents because they are unable to purchase their supplies if they cannot bring their child into the e-cigarette shop. Mr. Brooks explained vaping is not hazardous to bystanders. People vaping will have to stand outside with people who are smoking cigarettes.

Cap O'Rourke explained he is a representative of the two vaping product shops located in Baxter. Mr. O'Rourke explained the two vaping shops are not attending because they were not provided notice of the meeting by the city. Mr. O'Rourke explained he emailed the city that the city must provide a 30-day notice when changing tobacco licensing standards. Mr. O'Rourke explained he understands the city does not think the changes are significant to warrant the notice. In rural settings, vaping products can be purchased at convenience stores and is not a preferred product by vapers because the product is subpar. Vapers have to purchase product from a vape store. Mr. O'Rourke explained the council should allow minors into the vape stores if accompanied by a parent or guardian. Mr. O'Rourke questioned how a vaper could purchase

products and still take care of their child. Mr. O'Rourke asked the council to change the ordinance language to allow minors into a vape shop if accompanied with a parent or guardian. Mr. O'Rourke explained he is aware the request was brought to the council by the area hotels and they are unable to enforce their own policies. This ordinance will force vapers to stand outside with smokers. E-cigarettes are 95% safer than cigarettes. Mr. O'Rourke explained other methods to quit smoking have been cut in half and the only use that is going up is e-cigarette use. There is strong evidence e-cigarette are safer.

City Administrator Heitke explained both Baxter businesses were aware of the meeting because he and Assistant City Administrator Steele met with them and provided them with a copy of the ordinances.

Vice Mayor Holman explained the city received a letter from the lodging establishments, so the city started down a path to review. The Chamber contacted their members and presented their findings at a council meeting. The Council has conducted work sessions to discuss the request. All pieces of input have been reviewed.

Attorney Person reminded the council a 4/5 vote is required to approve the summary ordinances for publication. City Administrator Heitke explained the council can act on the ordinance amendments, but the summary ordinances would have to wait until the next council meeting.

Council Member Nystrom explained she met with both e-cigarette businesses to educate herself.

Council Member Cross explained no studies have found e-cigarette use to be 100% safe.

**MOTION BY Council Member Cross, seconded by Council Member Nystrom to approve Ordinance 2016-001 Amending the Test of Title 5, Chapter 6 Tobacco and Tobacco Related Devices, of the Baxter City Code. Motion carries unanimously.**

**MOTION by Council Member Cross, seconded by Council Member Nystrom to approve Ordinance 2016-003 Regulating the Use of Electronic Delivery Devices within the City of Baxter Minnesota. Motion carries unanimously.**

### **OTHER BUSINESS**

#### **Approve 2016 Meeting Calendar for City Council and Commissions**

Assistant City Administrator Steele explained the council should be aware of two potential meeting conflicts. The March 1, 2016 council meeting falls on the same day as the caucus. State law prohibits meetings after 6 p.m. on the evening of a major political party precinct caucus. The August 2 council meeting is scheduled the same day as Night to Unite. The Police Department originally planned to hold Night to Unite on August 9 to avoid the conflict with the council meeting and the county fair, but had to reschedule due to August 9 Primary Election. In the past, the council has rescheduled the council meeting to the following Wednesday to avoid the Night to Unite conflict.

Staff is looking for council direction to reschedule the March 1 and August 2 council meetings. Moving both meetings to the next evening, Wednesday, March 2 and Wednesday, August 3 conflicts with the 5:30 p.m. Utilities Commission meeting. The Council could consider moving both meetings to Thursday, March 3 and Thursday, August 4.

**MOTION** by Council Member Cross, seconded by Council Member Nystrom to amend the 2016 meeting schedule by moving the March 1, 2016 council meeting to March 3, 2016 and moving the August 2, 2016 council meeting to August 4, 2016. Motion carries unanimously.

**Public Hearing at 7:00 p.m. or thereafter to discuss vacating a 10-foot wide right-of-way easement over and across Lot 2, Block 1 Citizens Addition**

Vice Mayor Holman opened the public hearing at 7:50 p.m.

Community Development Director Doty explained the easement vacation is for the former Enterprise car rental site. The council has previously approved a conditional use permit for the site. The sale of the property has sold and the applicant is now requesting approval.

Hearing no public comments, Vice Mayor Holman closed the public hearing at 7:52 p.m.

**Adopt Resolution 2016-005 vacating a 10-foot wide right-of-way easement over and across Lot 2, Block 1 Citizens Addition**

**MOTION** by Council Member Cross, seconded by Council Member Nystrom to adopt Resolution 2016-005 vacating a 10-foot wide right-of-way easement over and across Lot 2, Block 1 Citizens Addition. Motion carries unanimously.

**COUNCIL COMMENTS**

**Quinn Nystrom:** Council Member Nystrom explained she will be absent from the next council meeting.

**Todd Holman:** Vice Mayor Holman complimented staff on the city newsletter and explained the website is looking good.

**CITY ADMINISTRATOR'S REPORT**

**Dellwood Drive Improvement Project Update**

City Administrator Heitke explained Crow Wing County is undertaking the improvement which, in addition to the county, it involved the cities of Baxter and Brainerd. All parties agree on how to proceed. City Administrator Heitke explained he would bring three agreements, similar to the Inglewood Drive agreements, to a future council meeting. Annexation would occur in the future at a rapid pace.

City Administrator Heitke presented a biography of an individual to facilitate a strategic planning session during the first quarter of 2016. City Administrator Heitke explained the facilitator is used by the LMC to train newly elected officials. City Administrator will coordinate the date of the session.

**CITY ATTORNEY'S REPORT**

**Closed Session under Minnesota Statute 13D.05, Subd. 3 (c) (3) to develop an offer for the purchase of real property.**

Attorney Person asked council to postpone discussion at this time.

**ADJOURNMENT**

**MOTION** by Council Member Cross, seconded by Council Member Nystrom to adjourn the meeting at 7:59 p.m. Motion carries unanimously.

Approved by:

Respectfully submitted,

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Todd Holman  
Vice Mayor

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Kelly Steele  
Assistant City Administrator/Clerk

**BAXTER CITY COUNCIL MINUTES**  
**Work Session**  
**January 5, 2016**

Vice Mayor Todd Holman called the Work Session to order at 5:45 p.m.

**COUNCIL MEMBERS PRESENT:** Vice Mayor Todd Holman and Council Members Quinn Nystrom and Mark Cross

**COUNCIL MEMBERS ABSENT:** Mayor Darrel Olson and Council Member Steve Barrows

**STAFF PRESENT:** City Administrator Gordon Heitke, Community Development Director Josh Doty, Assistant City Administrator Kelly Steele, Public Works Director Trevor Walter, and Finance Director Jeremy Vacinek

**Utility Franchise Fees**

Rebecca Kurtz, Ehlers, explained cities charge franchise fees to utility service providers as an alternative means to raise revenues for the City's general fund or for a specific project. Franchise fees have become a more common and desirable alternative to taxes for funding street maintenance in the absence of other funding mechanisms. Currently over 65 cities in Minnesota have implemented franchise fees to assist with raising revenues. The franchise fees are usually a fixed amount charged per month in most communities. Franchise fees are reliable and a stable source of revenue irrespective of economic conditions and state budgets. Tax exempt properties, including state, county, school facilities along with churches and other non-profits, contribute their respective share to the revenue stream. Franchise fee provide an opportunity to balance the financial obligations between payer classes without being based on property valuation. The growth in revenue is proportional to the growth in business activity and population. Some disadvantages of the franchise fee are it may be viewed as another form of taxes.

Ms. Kurtz explained the city must adopt an ordinance for each service provider enacting the fee. The ordinance will contain the terms of the fees imposed, along with setting effective and expiration dates.

The state regulated providers, Xcel and CenterPoint request the city send a certified copy of the council action to pass the ordinance 90 days in advance of the first fee collection. These providers must furnish a 60-day notice to the Minnesota Public Utilities Commission of the intention to charge fees collected. Crow Wing Power and Brainerd Public Utilities have a less stringent process for implementing the franchise fee.

Fees are collected on a monthly basis from service provider customers. Service providers than remit the fees to the city.

Each service provider has unique customer classifications to differentiate pricing for residential and various commercial entities. Schools, churches, hospitals, and other similar institutions are classified as commercial.

In Minnesota most franchise fees, while fixed, are still initially developed from a percent of the utilities' gross revenues which are primarily achieved through energy consumption. Fixed fees are generally preferable to both cities and their utility providers because they will not change monthly based on energy price and usage fluctuations, only by the number of customer accounts. In some instances, these fixed fees are then applied across all users. However, most cities use a tiered approach because residential, commercial, and industrial customers' consumptions vary greatly, making it difficult to implement a flat fee with equitable impact.

The projected franchise fees discussed with the city in the past iterations uses a tiered rate structure for commercial users, which is common in Minnesota. Average monthly gross revenue information for each utility provider and customer classification was reviewed to come up with a structure that delivered close to a targeted 2% of gross revenues, alleviate disparities because of differences in the utility providers, customer classifications, and attain the targeted revenue requirement for the street maintenance program.

The estimated gross revenues is \$506,568. The total residential impact is \$5 per month and \$20 for small commercial.

City Administrator Heitke explained tonight staff is looking to update the council and inquire if the council is ready to move forward. City Administrator Heitke recommended conducting an informational meeting. The informational meeting could be conducted during the next council meeting and the following meeting the council could consider adoption of the ordinances. Staff will place an informational notice in the Brainerd Dispatch.

#### **Fairview Road and Trail Feasibility Study**

Scott Hedlund, SEH, explained he and City Administrator Heitke met with both churches. The council will consider accepting the feasibility report and ordering the improvement hearing on the regular agenda. City Administrator Heitke pointed out the increased price for the trail. Land appraisals will not be available until the end of February. The council explained they are not in favor of moving forward with the trail. The council discussed a separated trail would provide improved safety for users. Mr. Hedlund explained it would be difficult to fit an off road trail the farther west on Fairview Road.

#### **Fairview Road and Trail Schedule and Contract Amendments**

Mr. Hedlund explained the improvement hearing is proposed to be held February 1, 2016 at 6:00 p.m. At the hearing, Mr. Hedlund will present the roadway improvement along with 5-foot bike and pedestrian lanes.

**Berrywood Park Land Purchase**

Community Development Director Doty explained during the March 18, 2014 council work session, staff presented a recommendation by the Parks and Trails Commission to consider a purchase of land south of Berrywood Park. This sale of land was proposed by the owner as part of a purchase agreement package with two other parcels the City wanted to acquire for the College Road and Cypress Drive turn land and future realignment of Forthun Road. The consensus of the council was to decline the land purchase.

**Adjournment**

**MOTION** by Council Member Cross, seconded by Council Member Nystrom to adjourn at 6:44 p.m. Motion carries unanimously.

Approved by:

Respectfully submitted,

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Darrel Olson  
Mayor

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Kelly Steele  
Assistant City Administrator/Clerk

## REQUEST FOR COUNCIL ACTION

January 19, 2016

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**Department Origination:** Administration

**Agenda Section:** Consent

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**Agenda Item:** Approve Ordinance 2016-005 Amending Text of Title 4, Chapter 3 Open Burning and Ordinance 2016-006 Summary Publication of Ordinance 2016-005.

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**Approval Required:** 4/5 Vote of the Council

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### **BACKGROUND**

The City's existing ordinance regulating open burning did not allow open burning of leaves, unless the leaves were contained within a fully enclosed firebox, structure or vehicle and from which the products of combustion are emitted into the open atmosphere without passing through a stack, duct, or chimney. The intent of the ordinance was to allow the burning of leaves, but the language did not allow without the leaves being fully enclosed. The existing ordinance also prohibited open burning between April 1 and May 15, unless the ground was snow covered. The date prohibition was removed as it conflicted with Minnesota Statute 116.082.

The amended ordinance allows open burning of leaves, with a permit, during the period of September 15 through December 1, as defined in Minnesota Statute 116.082. Leave burning does not have to be fully enclosed. Leaves can also be burned, without a permit, when the ground is snow covered outside of the September 15 through December 1 period.

Chief Exsted and Fire Chief Holmes have reviewed the amended ordinance. As required, copies of the adopted ordinance will be provided to the DNR and MPCA.

### **FINANCIAL IMPLICATIONS**

The financial implication to the city in adopting the ordinance is the cost of publication. To reduce the publication expense, the ordinance has been summarized for publication purposes. A 4-5 vote of the council is required for the approval of a summary ordinance.

### **STAFF RECOMMENDATIONS**

Motion to adopt Ordinance 2016-005 Amending the Text of Title 4, Chapter 3 of the Baxter City Code, Ordinance 2016-006 Summary Publication of Ordinance 2016-005.

### **COUNCIL ACTION REQUESTED**

Motion to adopt Ordinance 2016-005 Amending the Text of Title 4, Chapter 3 of the Baxter City Code, Ordinance 2016-006 Summary Publication of Ordinance 2016-005.

#### Attachments:

1. Ordinance 2016-005 Amending the Text of Title 4, Chapter 3 of the Baxter City Code
2. Ordinance 2016-006 Summary Publication of Ordinance 2016-005

**ORDINANCE 2016-005**

**AN ORDINANCE AMENDING TEXT OF TITLE 4, CHAPTER 3 OF THE BAXTER CITY CODE**

**THE CITY COUNCIL OF THE CITY OF BAXTER, MINNESOTA DOES ORDAIN:**

The text of Title 4, Chapter 3 (Open Burning) of the Baxter City Code is hereby amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

**4-3-1: PURPOSE:**

**4-3-2: DEFINITIONS:**

**4-3-3: STATUTE ADOPTED:**

**4-3-4: PROHIBITED BURNING:**

**4-3-5: PERMIT REQUIRED:**

**4-3-6: DATES ALLOWED:**

**4-3-7: PERMIT HOLDER RESPONSIBILITY:**

**4-3-8: REVOCATION:**

**4-3-9: BURNING BAN OR AIR QUALITY ALERT:**

**4-3-10: PENALTY:**

**4-3-1: PURPOSE:**

The purpose of this chapter is to regulate open burning within the City of Baxter, to protect the public health, safety, and welfare. Through passage of this ordinance, the designated fire official is hereby authorized to adopt and impose burning restrictions to aid in the prevention of wildfire and to consult with the Department of Natural Resources (DNR), Division of Forestry to develop any restrictions or other criteria. establish permitted categories of open burning within the city and provide for a permitting process for open burning, except when such open burning is defined as a "recreational/camp fire" as prescribed in this chapter. (Ord. 2013-6, 4-16-2013)

**4-3-2: DEFINITIONS:**

For the purposes of this chapter, the terms in this section have the meaning given them, unless the context clearly indicates or requires a different meaning:

DESIGNATED FIRE OFFICIAL. The Fire Chief, Fire Marshal, City Fire Warden, or other designee who provides fire protection or public safety services to the city.

LEAF BURNING MAP. A map adopted by the city council depicting property located within the City of Baxter where the conducting of leaf burning is identified as either allowed or not allowed.

OPEN FIRE OR-OPEN BURNING: The burning of any matter if the resulting combustion products are emitted directly into the atmosphere without passing through a stack, duct, or chimney, except a recreational as defined herein. Mobile cooking devices such as charcoal grills, wood smokers, manufactured hibachis, and propane or natural gas devices are not considered open burning devices. A fire burning in matter (whether concentrated or dispersed) contained within a fully enclosed firebox, structure or vehicle and from which the products of combustion are emitted into the open atmosphere without passing through a stack, duct or chimney.

RECREATIONAL/CAMP FIRE: A fire set with an approved starter fuel no more than three feet in diameter by three feet high contained within a recreational fire site: using dry, clean wood; producing little detectable smoke, odor, or soot beyond the property line; conducted with an adult tending the fire at all times; for recreational, ceremonial, or social food preparation; extinguished completely before quitting the occasion; and respecting weather conditions, neighbors, burning bans, and air quality requirements so that nuisance, health, or safety hazards will not be created. A campfire is a type of recreational fire. No more than one recreational fire is allowed on any property at one time. ~~for cooking, warming or ceremonial purposes which is not more than three feet (3') in diameter by three feet (3') high and has had the ground five feet (5') from the base of the fire cleared of all combustible material.~~

RECREATIONAL FIRE SITE. An area of no more than a 3-foot diameter circle (as measured from the inside of the fire ring or border): either natural rock, cement, brick, tile, blocks, or ferrous metal. Burning barrels are not a recreational fire site. Recreational fire sites shall not be located closer than 25 feet to any structure or combustible material.

RUNNING FIRE. An attended fire allowed to spread through surface vegetative matter under controlled conditions for the purpose of vegetative management, forest management, fame habitat management, or agricultural improvement.

SNOW COVERED: The ground has a continuous, unbroken cover of snow to a depth of three inches (3") or more, surrounding the immediate area of the fire sufficient to keep the fire from spreading.

STARTER FUELS. Dry, untreated, or unpainted kindling, branches, or charcoal fire starter. Paraffin candles and alcohols are permitted as starter fuels and as aids to ignition only. Propane gas torches or other clean gas burning devices causing minimal pollution may be used to start an open burn.

VEGETATIVE MATERIALS. Dry leaves, dry grass clippings, twigs, branches, tree limbs, untreated or unpainted wood that contains no glues or resins, and other similar materials. Paper and cardboard are not considered vegetative materials.

WOOD: Dry, clean fuel only such as twigs, branches, limbs, manufactured fireplace logs, charcoal, cordwood or untreated lumber dimensional lumber. "Wood" does not include wood that is green, with leaves or needles, rotten, wet, oil soaked, or treated with paint, glue or preservatives. Clean pallets may be used for recreational fires when cut into less than three-foot lengths. (Ord. 2013-6, 4-16-2013)

**4-3-3: STATUTE ADOPTED:**

Minnesota statutes Chapter 88, as they may be amended from time to time, sections 88.01 through 88.22 with reference to the definition of terms, conditions of operation, permits, and all other matters pertaining to open burning are hereby adopted by reference and made a part of this chapter as if fully set forth herein. It is the intention of the City Council that all future amendments of Minnesota Statute Chapter 88, are hereby adopted by reference as if they had been in existence at the time this ordinance was adopted. (Ord. 2013-6, 4-16-2013)

CITY MAY BE MORE RESTRICTIVE THAN STATE LAW

The Council is authorized to impose, and has imposed in this ordinance, additional restrictions on open burning within its limits beyond those contained in Minnesota Statute Chapter 88, as it may be amended from time to time.

**4-3-4: PROHIBITED BURNING:**

A. ~~Excessive Or Noxious Smoke: No person shall conduct, cause or permit open burning of leaves, except as allowed herein; oils; petroleum fuels; rubber; plastics; chemically treated materials; or other materials which produce excessive or noxious smoke such as, but not limited to: tires; railroad ties; treated, painted or glued wood; composite shingles; tarpaper; insulation; composition board; sheetrock; wiring; paint or paint filters. other similar materials.~~

~~Exception: The burning of leaves is allowed within areas set forth on the "leaf burning map", as adopted by the city council.~~

B. ~~No person shall conduct, cause, or permit the open burning of: Hazardous Waste or materials from; salvage operations; solid waste generated from an industrial or manufactured process; materials from a service or commercial establishment; or building materials generated from demolition of commercial or institutional structures. Demolition Of Structures: No person shall conduct, cause or permit open burning of hazardous waste or salvage operations, or open burning of building material generated from demolition of commercial or institutional structures.~~

C. ~~Food Waste~~-No person shall conduct, cause or permit open burning of discarded materials resulting from the handling, processing, storage, preparation, serving or consumption of food.

D. Burners: "Burners" as currently defined in Minnesota statutes shall not be allowed within the city limits. (Ord. 2013-6, 4-16-2013)

E. No person shall conduct the burning of leaves in areas not identified as approved leaf burning areas as established identified on the Leaf Burning Map adopted by the city council. Leaf burning shall only be allowed between September 15 and December 1.

~~B. April 1 Through May 15: No open burning will be allowed between the dates of April 1 and May 15 unless the ground is snow covered. Determination of snow covered condition shall be made by the Brainerd DNR forestry office. The only exception will be for the burning of vegetative material generated by the clearing of property for construction projects or lawful burning of "wood" (as defined) generated from industrial processes as permitted by the DNR and in conformance with MPCA regulations. Permits for the above activities will be available only through the Brainerd DNR forestry office. (Ord. 2013-6, 4-16-2013)~~

**4-3-5: OPEN BURNING PROHIBITED EXCEPT BY PERMIT.PERMIT REQUIRED:**

No person shall start or allow any open burning on any property in the city without first having obtained an open burning ~~permit, permit.~~ except that a permit is not required for any fire which is a "Recreational Fire /camp fire" as defined herein or if the ground is Snow Covered as defined in Section 4-3-2. ~~Open burning permits will be available from DNR-certified fire wardens and the Brainerd DNR forestry office.~~ (Ord. 2013-6, 4-16-2013)

**PERMITTED OPEN BURNING; SPECIAL CIRCUMSTANCES.**

(A) Under special or extraordinary circumstances, open burning permits may be issued by the fire chief or by a DNR forestry official for:

- a. Elimination of a health hazard that cannot be abated by other practical means, as determined by the commissioner of the Department of Health or the local health authority.
- b. Ground thawing for utility repair and construction.
- c. Running fires.
- d. Disposal of vegetative matter for managing forest, prairie, or wildlife habitat, and in the development and maintenance of land and rights-of-way where chipping, composting, land-spreading, or other alternative methods are not practical.
- e. Disposal of diseased trees generated on-site, diseased or infested nursery stock, or diseased beehives.
- f. Disposal of unpainted, untreated, non-glued lumber and wood shakes generated from construction, where recycling, reuse, removal, or other alternative disposal methods are not practical.

(B) Fire training permits may only be issued by the DNR.

(C) Permits for the operation of a permanent tree and brush burning sites may only be issued by the DNR.

#### PERMIT APPLICATION

(A) Open burning permits shall be obtained by making application on a form prescribed by the DNR on the DNR's website. The permit application shall be presented to the designated fire official for review.

#### PERMIT PROCESS

(A) The applicant shall demonstrate to the designated fire official the ability to comply with the applicable state statutes, this ordinance, or any additional regulations that may be adopted.

#### DENIAL OF PERMIT

(A) If the established criteria for the issuance of an open burning permit are not met, the application will be denied.

(B) Even if the established criteria for the issuance of an open burning permit are met, if it is determined that a practical alternative method for disposal exists, a pollution or nuisance conditions would result, or if a burn event safety plan cannot be drafted to the satisfaction of the designated fire official, the application may be denied.

#### **4-3-6: DATES ALLOWED:**

~~A. Ground Snow Covered: Open burning in conformance with the requirements of this chapter shall be allowed when the ground is snow covered and no open burning permit shall be required<sup>1</sup>.~~

~~B. April 1 Through May 15: No open burning will be allowed between the dates of April 1 and May 15 unless the ground is snow covered. Determination of snow covered condition shall be made by the Brainerd DNR forestry office. The only exception will be for the burning of vegetative material generated by the clearing of property for construction projects or lawful burning of "wood" (as defined) generated from industrial processes as permitted by the DNR and in conformance with MPCA regulations. Permits for the above activities will be available only through the Brainerd DNR forestry office. (Ord. 2013-6, 4-16-2013)~~

#### **4-3-7: PERMIT HOLDER RESPONSIBILITY:**

A. A. Confirm No Ban Or Alert: Prior to starting an open burn, the permit holder shall be responsible for confirming that no burning ban or air quality alert is in effect.

B. The open burning site shall have appropriate communication and fire suppression equipment available.

~~B. Fire: Every~~ The open burn shall be attended to constantly tended by the permit holder or their competent representative at all times. No fire may ever be allowed to smolder. The fire shall be completely extinguished before the permit holder or his or her representative leaves the site. It is the responsibility of the permit holder to have a valid permit, as required by this ordinance, available for inspection on site by law enforcement, the Fire Department, a Minnesota Pollution Control Agency (MPCA) representative or DNR officer.

~~C. Extinguished: The open burn shall be completely extinguished before the permit holder or their representative leaves the site.~~

~~D. Valid Permit On Site: It is the responsibility of the permit holder to have a valid permit available for inspection on site.~~

E. Compliance: The permit holder is responsible for compliance and implementation of all general conditions, and special conditions, and guidelines as established in the issued permit. The permit holder shall be responsible for all costs incurred as a result of the burn, including but not limited to fire suppression and administrative fees.(Ord. 2013-6, 4-16-2013)

#### **4-3-8: REVOCATION OF PERMIT:**

The open burning permit is subject to revocation at the discretion of a DNR ~~forest or~~ ~~conservation officer~~, a fire warden, law enforcement officer, ~~or~~ the fire chief. Reasons for revocation include, but are not limited to; a fire hazard existing or developing during the course of the burn; any of the permit conditions being violated during the course of the burn; pollution or nuisance conditions developing during the course of the burn; ~~or~~ a fire smoldering with no flame present; or no attendant being present at the fire. (Ord. 2013-6, 4-16-2013)

#### **4-3-9: BURNING BAN OR AIR QUALITY ALERT:**

(A)The designated fire official is authorized to determine when conditions make open burning potentially hazardous and declare a burning ban within the city.

(B) No open burning or recreational/camp fire or open burn will be allowed permitted when the city or the DNR has officially declared a burning ban due to potential hazardous fire conditions or when the MPCA has declared an air quality alert. (Ord. 2013-6, 4-16-2013)

**4-3-10: PENALTY:**

Any person violating any provision of the chapter is guilty of a misdemeanor and, upon conviction, shall be punished by a fine and/or imprisonment. (Ord. 2013-6, 4-16-2013)

**EFFECTIVE DATE.**

This ordinance becomes effective on the date of its publication, or upon the publication of a summary of the ordinance as authorized by Minnesota Statute 412.191, subd. 4, as it may be amended from time to time, and meeting the requirements of Minnesota Statute 331A.01, subd. 10, as it may be amended from time to time.

\_\_\_\_\_  
Darrel Olson, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Steele, Assistant City Administrator

*City Seal*

Published in the Brainerd Daily Dispatch on \_\_\_\_\_, 2016

Drafted By:  
The City of Baxter  
P.O. Box 2626  
13190 Memorywood Drive  
Baxter, MN 56425

**CITY OF BAXTER, MINNESOTA  
ORDINANCE 2016-006**

**SUMMARY OF ORDINANCE NO. 2016-005**

**AN ORDINANCE AMENDING THE TEXT OF TITLE 4, CHAPTER 3 (Open Burning) OF THE  
BAXTER CITY CODE**

This ordinance amends the text of the Open Burning regulations (Title 4, Chapter 3 of the City Code). The ordinance consists of amendments to definitions, prohibited open burning, permitted open burning, permitted open burning special circumstances, permit process, permit holder responsibility, revocation of a permit, and burning ban or air quality alert.

A printed copy of the entire amended ordinance is available for inspection by any person at City Hall during the City Clerk's regular office hours.

**Whereupon, said Ordinance is hereby declared adopted on this 19<sup>th</sup> day of January 2016.**

\_\_\_\_\_  
**Darrel Olson, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kelly Steele, Assistant City Administrator/Clerk**

*City Seal*

## REQUEST FOR COUNCIL ACTION

01.19.2016

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**Department Origination:**  
Public Works Department

**Agenda Section:**  
Consent

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**Agenda Item:** Award the Professional Engineering and Related Engineering Services Contract for 2016 Mill & Overlay/Full Depth Reclamation and New Construction of Right Turn Lane Construction Project to WSN in the not to exceed amount of \$164,409.

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**Approval Required:** Simple Majority Vote of the Council

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### BACKGROUND

City staff in late December, 2015 submitted a request to solicit engineering proposals from local qualified engineering firms to provide professional engineering and related services for the 2016 Mill & Overlay/Full Depth Reclamation and New Construction of Right Turn Lane Construction Project.

The following firms submitted the Request for Proposals (RFP) for the 2016 Mill & Overlay/Full Depth Reclamation and New Construction of Right Turn Lane Construction Project before the deadline of Tuesday, January 12, 2016 at 4:30 p.m.:

Bolton & Menk  
SEH, Inc  
WSB  
WSN

All firms were evaluated by the Public Works Director, Trevor Walter as per the attached evaluation form. All firms met or exceeded all requirements outlined in the RFP therefore the only remaining factor was the cost of the services to the City.

There were two tasks that need to be clarified by the proposers. The first was WSB under Task 9, Construction Testing. WSB is using Braun as a sub consultant under Task 9 at a total cost of \$39,900 and not the \$16,700 as submitted. All other RFP's used the \$39,900. This increases their not to exceed number by \$23,200 for a total not to exceed cost of \$179,200. The second was WSN under Task 7, Project Management. WSN did not include any survey crew time and costs for staking the right turn lane construction at the intersection of College Road and Cypress Drive. All other firms included survey crew time for staking the right turn lane. This increased their not to exceed number by \$1,950 for a total not to exceed cost of \$164,409.

Based on a not to exceed cost, Public Works Director Walter is recommending WSN for the engineering services for the 2015 Mill and Overlay and Full Depth Reclamation Project.

The approved 5-year Capital Improvement Plan (CIP) has an annual proposed plan to mill and overlay City streets and full depth reclamation on designated City streets. The approved 5-year CIP was put together using the Pavement Management Plan that was completed by Bolton & Menk in 2013.

### **FINANCIAL IMPLICATIONS**

The project will be assessed as per the City of Baxter Assessment Policy. Assessments are estimated to be over the 20% as required for bonding. As per the City's assessment policy, projects are typically 100% assessed for up to 26 foot-wide on residential streets and up to a 44 foot-wide on commercial streets. Engineering services fees were included in the overall 2016 Mill & Overlay/Full Depth Reclamation and New Construction of Right Turn Lane Construction Project budget.

### **STAFF RECOMMENDATION**

Staff recommends awarding the professional engineering and related services contract for the 2016 Mill & Overlay/Full Depth Reclamation and New Construction of Right Turn Lane Construction Project to WSN in the not to exceed amount of \$164,409. (see attached engineering contract).

### **COUNCIL ACTION REQUESTED**

**MOTION** to award the professional engineering and related services contract for the 2016 Mill & Overlay/Full Depth Reclamation and New Construction of Right Turn Lane Construction Project to WSN in the not to exceed amount of \$164,409.

Attached:     Evaluation Form  
                  WSN Engineering Contract

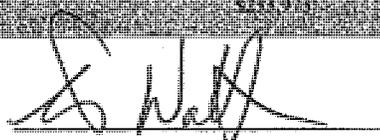
**\*\*Please note that all four original submitted proposals and clarification emails with WSB and WSN are on file in the City Clerk's Office for review.**

## 2016 CITY OF BAXTER MILL AND OVERLAY/FULL DEPTH RECLAMATION/NEW CONSTRUCTION OF TURN LANE PROJECT

### Request for Proposals Evaluation Sheet

Evaluation Factor	ROBTON & MENK	SKILLING	WSB	WSS
<b>Financial Ability</b>				
1. Present financial condition and ability to meet the financial obligations of the contract, including purchase of materials, provision of project, and other obligations of the contract.	Yes	Yes	Yes	Yes
2. Firm has the required licenses and experience for similar work including all applicable state and local laws and regulations.	Yes	Yes	Yes	Yes
3. The firm has all qualifications for the ability to perform the work within the specified time schedule.	Exceeds RFP	Exceeds RFP	Exceeds RFP	Exceeds RFP
4. Were there any additional permit requirements required by the City after proposal submission?	No	No	They Construction Permit increased approximately \$1,200	They Construction Permit increased approximately \$1,200
5. Complete all necessary documents submitted.	Yes	Yes	Yes	Yes
6. Bidder in good standing.	Good	Good	Good	Good
<b>Past Experience</b>				
7. Firm has completed similar projects and work that meets the competitive proposals submitted by the last 10 years similar.	12 Projects	12 Projects	12 Projects	12 Projects
8. Project team consists of qualified personnel with relevant experience.	10 years of similar experience	10 years of similar experience	10 years of similar experience	10 years of similar experience
9. Consultant Proposed Cost	\$233,973	\$200,305	\$166,000	\$145,450
10. Cost Addition to Proposal	\$0	\$0	\$21,200	\$1,500
11. Total Consultant Cost	\$233,973	\$200,305	\$187,200	\$146,950

Reviewer Name:



Title: Public Works Director/City Engineer



Baxter/Brainerd  
7804 Industrial Park Road  
PO Box 2720  
Baxter, MN 56425-2720

218.829.5117  
218.829.2517

Brainerd@wsn.us.com  
WidsethSmithNolting.com

January 13, 2016

Trevor Walter  
Public Works Director/City Engineer  
City of Baxter  
P.O. Box 2626  
Baxter, MN 56425

**RE: Proposal for Engineering Services  
2016 Mill & Overlay, Full Depth Reclamation and Turn Lane Construction  
Baxter, MN**

Dear Mr. Walter:

We would like to thank the City for selecting Widseth Smith Nolting (WSN) to provide preliminary engineering, design and construction related services for the above referenced project. In response to your request, we are pleased to present you with our agreement for engineering.

Our proposed scope of services is summarized below:

- Preliminary Details and Survey
- Soils Investigation
- Feasibility Report
- Design
- Advertising, Bidding and Award
- Final Assessment Calculations and Hearing
- Project Management
- Construction Services
- Construction Testing

Additional detail on work plan, scope of services and cost is shown in our Proposal for Professional Engineering Services dated January 12, 2016. The Consultant Cost Detail worksheet which shows the detailed tasks, hours and costs is attached hereto as a supplement to this agreement.

WSN proposes to perform the services described in the attached proposal on an hourly basis, in accordance with the attached fee schedule, for the Not To Exceed amount of \$164,409.

If you are in agreement with our proposed scope of services and work plan as outlined in the proposal, please sign and return one copy of this letter to us as our authorization to proceed.



We again thank you for giving us the opportunity and look forward to working with you and City staff to make this proposed project a reality.

Sincerely,

Aric Welch, P.E.

**Proposed by Widseth Smith Nolting**

Aric Welch, Vice President

Kevin B. Wernberg, Executive Vice President

**Approved as to form and content by the Baxter City Attorney**

\_\_\_\_\_  
J. Brad Person

\_\_\_\_\_  
Date

**Accepted by the City of Baxter:** The above proposal and previously submitted General Provisions of Professional Services Agreement are satisfactory and WSN is authorized to do the work as specified. Payment will be made monthly in accordance with the terms on the fee schedule.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONSULTANT COST DETAIL**  
 WIDSETH SMITH NOLTING  
 BRAUN INTERTEC CORPORATION

**REQUEST FOR PROPOSALS**  
**2016 MILL AND OVERLAY PROJECT**  
**CITY OF BAXTER**

TASK	ELEMENT OF WORK	CONSULTANT LABOR CATEGORY / ESTIMATED HOURS / HOURLY RATES / COSTS						BRAUN INTERTEC	REIMBURSABLE EXPENSES	TOTALS
		WSN								
		ENGINEER 4 Mark Hallan \$145.00	ENGINEER / SURVEYOR 3 Aric Welch Chad Conner \$135.00	ENGINEER 1 Justin Schulz \$92.00	ENGINEER TECHNICIAN 3 Brian Winkowski Keith Fellbaum \$85.00	ADMINISTRATIVE ASSISTANT Linda Hansen \$53.00				
<b>1</b>	<b>PRELIMINARY DETAILS AND SURVEY</b>									
	Preliminary Project Kick Off Meeting		3		3					
	Preliminary Plan Sheets				6					
	Visual Survey		12		12					
	Survey Summary Report		4							
	Scheduling and Project Management	1	2							
	<b>TOTAL TASK 1 HOURS</b>	<b>1</b>	<b>21</b>	<b>0</b>	<b>21</b>	<b>0</b>			<b>43</b>	
	<b>TOTAL TASK 1 COSTS</b>	<b>\$145.00</b>	<b>\$2,835.00</b>	<b>\$0.00</b>	<b>\$1,785.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$4,765.00</b>	
	<b>% OF TOTAL HOURS</b>	<b>0.08%</b>	<b>1.78%</b>	<b>0.00%</b>	<b>1.78%</b>	<b>0.00%</b>			<b>3.64%</b>	
<b>2</b>	<b>SOILS INVESTIGATION</b>									
	Review Existing Soil Boring Reports		1							
	Pavement and Geotechnical Evaluation Testing Services						\$11,854.00			
	Review Geotechnical Report		2							
	<b>TOTAL TASK 2 HOURS</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>3</b>	
	<b>TOTAL TASK 2 COSTS</b>	<b>\$0.00</b>	<b>\$405.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$11,854.00</b>		<b>\$12,259.00</b>	
	<b>% OF TOTAL HOURS</b>	<b>0.00%</b>	<b>0.25%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>			<b>0.25%</b>	
<b>3</b>	<b>FEASIBILITY STUDY</b>									
	Pavement Rehabilitation Method Review and Selection	1	2	2			\$500.00			
	Preliminary Design		1	8						
	Traffic Control and Staging Review		1	2						
	Pavement Marking Evaluation		2	4						
	Exhibits			8						
	Quantity Calculations		1	4						
	Preliminary Cost Estimate		1	2						
	Preliminary Assessment Calculations		2	4						
	Report		2	8		2				
	Utilities Commission Meeting		1							
	Council Workshops (two meetings)		2							
	Council Meeting		1							
	Improvement Hearing Preparation		2	6						
	Improvement Hearing		2							
	Scheduling and Project Management	1	2							
	<b>TOTAL TASK 3 HOURS</b>	<b>2</b>	<b>22</b>	<b>48</b>	<b>0</b>	<b>2</b>			<b>74</b>	
	<b>TOTAL TASK 3 COSTS</b>	<b>\$290.00</b>	<b>\$2,970.00</b>	<b>\$4,416.00</b>	<b>\$0.00</b>	<b>\$106.00</b>	<b>\$500.00</b>	<b>\$0.00</b>	<b>\$8,282.00</b>	
	<b>% OF TOTAL HOURS</b>	<b>0.17%</b>	<b>1.86%</b>	<b>4.06%</b>	<b>0.00%</b>	<b>0.17%</b>			<b>6.27%</b>	

**CONSULTANT COST DETAIL**

WIDSETH SMITH NOLTING  
BRAUN INTERTEC CORPORATION

**REQUEST FOR PROPOSALS  
2016 MILL AND OVERLAY PROJECT  
CITY OF BAXTER**

TASK	ELEMENT OF WORK	CONSULTANT LABOR CATEGORY / ESTIMATED HOURS / HOURLY RATES / COSTS						BRAUN INTERTEC	REIMBURSABLE EXPENSES	TOTALS
		WSN								
		ENGINEER 4 Mark Hallan \$145.00	ENGINEER / SURVEYOR 3 Aric Welch Chad Conner \$135.00	ENGINEER 1 Justin Schulz \$92.00	ENGINEER TECHNICIAN 3 Brian Winskowski Keith Fellbaum \$85.00	ADMINISTRATIVE ASSISTANT Linda Hansen \$53.00				
<b>4</b>	<b>DESIGN</b>									
	Preliminary Design Meeting		2	2	2					
	Utility Design Locate		2		2					
	Topographic Survey									
	Plans									
	Title Sheet				2					
	Statement of Estimated Quantities		1	2	12					
	Pavement Design		2	4						
	Typical Sections and Notes		1		8					
	Traffic Control and Staging Plan		1	2	8					
	Erosion Control Plan			1	4					
	SWPPP									
	Plan Sheets		2	4	16					
	Private Utility Review, Coordination and Meetings		2	4	2					
	WSN Quality Control Review and Plan Revisions / Modifications	2	4	2	8					
	Contract Documents		6							
	Technical Specifications		6							
	Engineer's Estimate of Probable Construction Cost		1	4						
	City Staff Design Meetings (three two-hour meetings)		6							
	Plan Review Modifications and Revisions			2	4					
	Final Plan and Contract Document Preparation		1	2	8					
	Design Team Meetings		2	2	2					
	Project Status Reports		2							
	Property Owner Participation Meeting/Open House		2	6	2					
	Utilities Commission Meeting		1							
	Council Workshop		1							
	Council Meeting		1							
	Scheduling and Project Management	2	5							
	<b>TOTAL TASK 4 HOURS</b>	<b>4</b>	<b>51</b>	<b>37</b>	<b>80</b>	<b>0</b>			<b>172</b>	
	<b>TOTAL TASK 4 COSTS</b>	<b>\$580.00</b>	<b>\$6,885.00</b>	<b>\$3,404.00</b>	<b>\$6,800.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$17,669.00</b>	
	<b>% OF TOTAL HOURS</b>	<b>0.34%</b>	<b>4.32%</b>	<b>3.13%</b>	<b>6.77%</b>	<b>0.00%</b>			<b>14.56%</b>	
<b>5</b>	<b>ADVERTISING / BIDDING / AWARD</b>									
	Advertisement Assistance		1			0.5				
	Coordination of Bid Solicitation		1			1				
	Bidder Inquiries		4							
	Preparation of Addenda		2		4					
	Bid Opening		1							
	Bid Review and Tabulation		1			2				
	Award Recommendation Letter		2							
	Utilities Commission Meeting		1							
	Council Meeting		1							
	Scheduling and Project Management	0.5	2							
	<b>TOTAL TASK 5 HOURS</b>	<b>0.5</b>	<b>16</b>	<b>0</b>	<b>4</b>	<b>3.5</b>			<b>24</b>	
	<b>TOTAL TASK 5 COSTS</b>	<b>\$72.50</b>	<b>\$2,160.00</b>	<b>\$0.00</b>	<b>\$340.00</b>	<b>\$185.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,758.00</b>	
	<b>% OF TOTAL HOURS</b>	<b>0.04%</b>	<b>1.35%</b>	<b>0.00%</b>	<b>0.34%</b>	<b>0.30%</b>			<b>2.03%</b>	

**CONSULTANT COST DETAIL**

WIDSETH SMITH NOLTING  
BRAUN INTERTEC CORPORATION

**REQUEST FOR PROPOSALS  
2016 MILL AND OVERLAY PROJECT  
CITY OF BAXTER**

TASK	ELEMENT OF WORK	CONSULTANT LABOR CATEGORY / ESTIMATED HOURS / HOURLY RATES / COSTS							REIMBURSABLE EXPENSES	TOTALS
		WSN					BRAUN INTERTEC			
		ENGINEER 4 Mark Hallan \$145.00	ENGINEER / SURVEYOR 3 Aric Welch Chad Conner \$135.00	ENGINEER 1 Justin Schulz \$92.00	ENGINEER TECHNICIAN 3 Brian Winkowski Keith Fellbaum \$85.00	ADMINISTRATIVE ASSISTANT Linda Hansen \$53.00				
<b>6</b>	<b>FINAL ASSESSMENT CALCULATIONS AND HEARING</b>									
	Final Assessment Calculations		6							
	Preliminary Individual Record of Assessments		2	10						
	Hearing Preparation		6							
	Assessment Hearing		2							
	Final Individual Record of Assessments		1	2						
	TOTAL TASK 6 HOURS	0	17	12	0	0			29	
	TOTAL TASK 6 COSTS	\$0.00	\$2,295.00	\$1,104.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,399.00	
	% OF TOTAL HOURS	0.00%	1.44%	1.02%	0.00%	0.00%			2.46%	
<b>7</b>	<b>PROJECT MANAGEMENT</b>									
	Contract Documents, Bonds and Insurance Review and Coordination		4							
	Pre-Construction Conference		6		2					
	Property Owner Participation Meeting/Open House		6	4	2					
	Shop Drawing and Submittal Review		1							
	Weekly Construction Meetings		16							
	Project Status Reports		4							
	City Project Website Coordination		6							
	Payment Applications		8							
	Change Orders		6							
	SWPPP Monitoring		2		6					
	City Meetings		2							
	Scheduling and Project Management	4	16							
	TOTAL TASK 7 HOURS	4	77	4	10	0			95	
	TOTAL TASK 7 COSTS	\$580.00	\$10,395.00	\$368.00	\$850.00	\$0.00	\$0.00	\$0.00	\$12,193.00	
	% OF TOTAL HOURS	0.34%	6.52%	0.34%	0.85%	0.00%			8.04%	
<b>8</b>	<b>CONSTRUCTION SERVICES</b>									
	Construction Observation									
	Preliminary Project Set Up									
	Traffic Control and Staging									
	Bituminous Milling									
	Bituminous Reclamation									
	Misc. Concrete Repairs									
	Bituminous Paving									
	Pavement Markings									
	Restoration									
	Project Clean Up, Final Inspection and Punch List									
	Daily Construction Diary and Documentation									
	Item Record Accounts (Quantity Documentation)									
	Testing Observation and Documentation									
	Construction Staking		4	4	11	2				
	TOTAL TASK 8 HOURS	0	4	4	731	2			741	
	TOTAL TASK 8 COSTS	\$0.00	\$540.00	\$368.00	\$62,135.00	\$106.00	\$0.00	\$1.00	\$63,150.00	
	% OF TOTAL HOURS	0.00%	0.34%	0.34%	61.90%	0.17%			62.74%	

**CONSULTANT COST DETAIL**

WIDSETH SMITH NOLTING  
BRAUN INTERTEC CORPORATION

**REQUEST FOR PROPOSALS  
2016 MILL AND OVERLAY PROJECT  
CITY OF BAXTER**

TASK	ELEMENT OF WORK	CONSULTANT LABOR CATEGORY / ESTIMATED HOURS / HOURLY RATES / COSTS						BRAUN INTERTEC	REIMBURSABLE EXPENSES	TOTALS
		WSN								
		ENGINEER 4 Mark Hallan \$145.00	ENGINEER / SURVEYOR 3 Aric Welch Chad Conner \$135.00	ENGINEER 1 Justin Schulz \$92.00	ENGINEER TECHNICIAN 3 Brian Winkowski Keith Fellbaum \$85.00	ADMINISTRATIVE ASSISTANT Linda Hansen \$53.00				
<b>9</b>	<b>CONSTRUCTION TESTING</b>									
	Mill & Overlay						\$18,988.00			
	Full Depth Reclamation (FDR)						\$11,230.00			
	Turn Lane Construction						\$9,716.00			
	TOTAL TASK 9 HOURS	0	0	0	0	0			0	
	TOTAL TASK 9 COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,934.00	\$0.00	\$39,934.00	
	% OF TOTAL HOURS	0.00%	0.00%	0.00%	0.00%	0.00%			0.00%	
	TOTAL ESTIMATED PROJECT HOURS	11.5	211	105	846	7.5			1181	
	TOTAL ESTIMATED PROJECT COST	\$1,667.50	\$28,485.00	\$9,660.00	\$71,910.00	\$397.50	\$52,288.00	\$1.00	\$164,409.00	
	% OF TOTAL HOURS	0.97%	17.87%	8.89%	71.63%	0.64%			100.00%	



**FEE SCHEDULE**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
<b>Engineer/Architect/Survevor/Scientist/Wetland Specialist/Geographer</b>	
Level I	\$ 92.00
Level II	\$110.00
Level III	\$135.00
Level IV	\$145.00
Level V	\$160.00
<b>Technician</b>	
Level I	\$ 60.00
Level II	\$ 74.00
Level III	\$ 85.00
Level IV	\$107.00
Level V	\$112.00
Computer Systems Specialist	\$120.00
Senior Funding Specialist	\$105.00
Marketing Specialist	\$ 95.00
Funding Specialist	\$ 80.00
Administrative Assistant	\$ 53.00

<b>OTHER EXPENSES</b>	<b>RATE</b>
Mileage (Federal Standard Rate) <i>subject to change</i>	\$0.56/mile
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
Waste Water Sampler	\$40.00/Day
ISCO Flow Recorder	\$60.00/Day
Photoionization Detection Meter	\$80.00/Day
Explosimeter	\$50.00/Day
Product Recovery Equipment	\$35.00/Day
Survey-Grade GPS (Global Positioning System)	\$75.00/Hour
Mapping GPS (Global Positioning System)	\$150.00/Day
Soil Drilling Rig	\$35.00/Hour
Groundwater Sampling Equipment	\$75.00/Day
Subcontractors	Cost Plus 10%

<b>Reproduction Costs</b>	<b>RATE</b>
Black & White Copies: 8 1/2 x 11	\$0.10
Black & White Copies: 11 x 17	\$0.50
Black & White Copies: 24 x 36	\$3.00
Color Copies: 8 1/2 x 11	\$2.00
Color Copies: 11 x 17	\$4.00
Color Copies: 24 x 36	\$12.00
Color Plots: 42 x 48	\$22.00

All Accounts due and payable within 30 days of billing. A finance charge is computed on a periodic rate of 1% per month which is an annual percentage rate of 12% on any previous balance not paid within 30 days.

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

# General Provisions of Professional Services Agreement

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

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

## ARTICLE 1. PERIOD OF SERVICE

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

## ARTICLE 2. SCOPE OF SERVICES

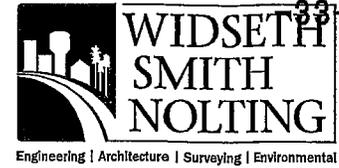
The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

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

## ARTICLE 3. COMPENSATION TO WSN

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

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



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

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

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

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

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

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

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

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

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

## ARTICLE 7. CLIENT'S RESPONSIBILITIES

- A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:
1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
  2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
  3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
  4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
  5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
  6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
  7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
  8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.
- If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.
- With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treator, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

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

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

## ARTICLE 8. OPINIONS OF COST

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

## ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

## ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

## ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

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

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

**ARTICLE 13. CONSTRUCTION OBSERVATION**

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

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

**ARTICLE 14. BETTERMENT**

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

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

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

**ARTICLE 16. CONTINGENCY FUND**

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

**ARTICLE 17. INSURANCE**

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

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

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

**ARTICLE 18. ASSIGNMENT**

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

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

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

**ARTICLE 20. CORPORATE PROTECTION**

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

**ARTICLE 21. CONTROLLING LAW**

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

**ARTICLE 22. ASSIGNMENT OF RISK**

In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed \$1,000,000 on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**ARTICLE 23. NON-DISCRIMINATION**

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

**ARTICLE 24. SEVERABILITY**

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

**ARTICLE 25. PRE-LIEN NOTICE**

Pursuant to the Agreement WSN will be performing services in connection with improvements of real property and may contract with subconsultants or subcontractors as appropriate to furnish labor, skill and/or materials in the performance of the work. Accordingly, CLIENT is entitled under Minnesota law to the following Notice:

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for its contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

January 12, 2016

Trevor Walter, City Engineer / Public Works Director  
City of Baxter  
P.O. Box 2626  
Baxter, MN 56425



Brainerd/Baxter  
7804 Industrial Park Road  
PO Box 2720  
Baxter, MN 56425-2720

Re: Proposal for Professional Engineering Services  
2016 Mill and Overlay / Full Depth Reclamation / New Construction of Turn Lane Project

218.829.5117 ☎  
218.829.2517 📠  
Brainerd@wsn.us.com 📧

WidsethSmithNolting.com

Dear Mr. Walter:

Per your request, we offer the following regarding disclosure of potential conflicts of interest as related to the above project:

As a truly local firm and long-lived business in the Baxter community we are deeply invested in this area and our well being and success is strongly based on our relationships with our local community and the people that live and work here. ALL of our local staff live and work within this area and as a result have developed numerous relationships with other folks that live and work here.

Our Baxter office employs 56 local staff working in numerous disciplines including; architecture, civil engineering, mechanical engineering, electrical engineering, surveying, and environmental services. Firm-wide we have approximately 170 employees located in seven offices and we work with hundreds of clients in numerous locations. With the large number of offices, staff and disciplines, it is difficult to identify all contacts and projects we have with property owners and business affiliates located in the project area.

To the best of our knowledge and at the time of this writing, we are aware of the following services currently or recently provided to businesses, individuals or developments in the vicinity of the project listed above:

**Current Projects/Clients**

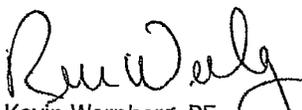
- Riverwood Bank – Bonanza Site Redevelopment
- Mills Automotive – Mills Ford HVAC Improvements

**We are not aware of and do not foresee any Conflicts of Interest arising relative to the above projects. The following are techniques we utilize to minimize the potential:**

- Separate Staff – Different project managers and department heads are involved with various project types. Aric Welch is our assigned contact for the City of Baxter, and he is not assigned to work on any private projects within the city.
- City Involvement – Any issues that affect these properties will be reviewed with City staff before any final decisions are made.
- Client Selection – We strive to work with quality clients that are willing to develop in conjunction with City Ordinances and requirements. We have turned away many clients that try to take advantage of the system and cut corners.
- Fair Representation – There will always be questions or concerns relating to whether or not development requests conform to City requirements. Our job is to work with our clients (whether it is the City or a private party), present potential obstacles fairly, and recommend feasible solutions.
- Limited Authority – We are not direct employees of the City or the private party and have no capacity to make decisions. Our goal, as stated above, is to fairly represent our clients and recommend or investigate feasible solutions. The City or the private party or business can agree or disagree with our recommendations as they see fit.

Sincerely,

**WIDSETH SMITH NOLTING & ASSOCIATES, INC.**

  
Kevin Wernberg, PE  
Executive Vice President

**CITY OF BAXTER, MINNESOTA  
ORDINANCE 2016-002**

**SUMMARY OF ORDINANCE NO. 2016-001**

**AN ORDINANCE AMENDING THE TEXT OF TITLE 5, CHAPTER 6 (TOBACCO AND  
TOBACCO RELATED DEVICES AND PRODUCTS) OF THE BAXTER CITY CODE**

This ordinance amends the text of the Tobacco and Tobacco Related Devices and Products Regulations (Title 5, Chapter 6 of the City Code). The ordinance consists of amendments to definitions and licensing.

A printed copy of the entire amended ordinance is available for inspection by any person at City Hall during the City Clerk's regular office hours.

**Whereupon, said Ordinance is hereby declared adopted on this 19<sup>th</sup> day of January 2016.**

\_\_\_\_\_  
**Darrel Olson, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kelly Steele, Assistant City Administrator/Clerk**

*City Seal*

**CITY OF BAXTER, MINNESOTA  
ORDINANCE 2016-004**

**SUMMARY OF ORDINANCE NO. 2016-003**

**AN ORDINANCE REGULATING THE USE OF ELECTRONIC DELIVERY DEVICES WITHIN  
THE CITY OF BAXTER**

This ordinance regulates the use of electronic delivery devices within the City of Baxter Minnesota. The ordinance prohibits the use of electronic delivery devices in all public spaces the Minnesota Clean Indoor Air Act covers with a specific description allowing e-cigarette sampling in tobacco product shops.

A printed copy of the entire amended ordinance is available for inspection by any person at City Hall during the City Clerk's regular office hours.

**Whereupon, said Ordinance is hereby declared adopted on this 19<sup>th</sup> day of January 2016.**

\_\_\_\_\_  
**Darrel Olson, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kelly Steele, Assistant City Administrator/Clerk**

*City Seal*

## UTILITIES COMMISSION

January 6, 2016

The regular meeting of the Baxter Utilities Commission was called to order at 5:30 p.m. by Chairman Rock Yliniemi.

MEMBERS PRESENT: Commissioners Jack Christofferson, Dave Franzen, Doug Wolf, Chairman Rock Yliniemi and Council Liaison Mark Cross.

MEMBERS ABSENT: Commissioner Shawn Crochet.

STAFF PRESENT: Public Works Director/City Engineer Trevor Walter and Administrative Assistant Mary Haugen.

OTHERS PRESENT: WSN Consulting Engineer Aric Welch, SEH Consulting Engineer Scott Hedlund, Bolton & Menk Consulting Engineer Mike Rardin, WSB Consulting Engineer Chuck Rickart and WSB Project Manager Shawn Tracy.

### APPROVAL OF MINUTES

**MOTION** by Commissioner Wolf, seconded by Commissioner Franzen to approve the Utilities Commission minutes of December 2, 2015. Motion carried unanimously.

### BOLTON & MENK, INC. 2015 CHIP SEAL IMPROVEMENTS PROJECT REIMBURSEMENT REQUEST

Bolton & Menk Consulting Engineer Mike Rardin reviewed the original contract for the 2015 Chip Seal Improvement Project. Crow Wing County was the primary project administrator for both bidding and contract administration services for the project.

Bolton & Menk original proposal for engineering services was broken down to the following hourly estimated costs:

- |                                     |            |
|-------------------------------------|------------|
| • Engineering Design Services       | \$7,950.00 |
| • Construction Observation Services | \$6,400.00 |

Mr. Rardin explained that time and cost to perform the services listed above exceeded what was estimated based on the following reasons:

1. Additional time was needed during project development to determine the actual streets and trails to be chipsealed
2. Pavement marking revisions and updates
3. Multiple revisions to streets and trails proposed to be chipsealed
4. Street and trails were re-evaluated and revised to maximize the streets to be chipsealed
5. Fairview Road, Brainerd section, was added to the project
6. Contractor performed the work slower than normal as well as exceeded the contract completion dates

Based on the items listed, Bolton & Menk estimated the streets, trail and pavement markings added \$2,890.00 and the inefficient contractor operations added \$4,274.00 to their design and construction observation costs for the reimbursement request of \$7,164.00.

Commissioner Wolf inquired how the contractor inefficiency will play into future chip sealing projects. Public Works Director/City Engineer Walter explained that it can always play into future projects; however, two things the City cannot control, was the contract was with Crow Wing County Highway Department and the contractor that actually completed the work was not the prime contractor for the project. The city needs to look into altering the contract specifications to address subcontractors and most likely go to a working day contract instead of a start and final completion date contract.

The project had two crews which consisted of the prime contractor whose responsibility was the county roads and the subcontractor who did the urban areas. There are different operations between the county and city; the county sweeps the road but uses the chip seal product for shouldering whereas the city requires the roadway to be swept and the leftover product needs to be picked up and hauled away. There are a few other operations that also are different between rural County roads and City streets.

Commissioner Franzen expressed concern over the request, stating that construction observation is always a problem, additional funds are requested and the situation needs to be remedied for future projects. Public Works Director/City Engineer Walter stated the problem was not with the engineering firm's quality of work but the actual construction operations and the City may need to be in control of the actual contract in order to have more control of the project. Staff will look at making changes for 2016.

**MOTION** by Commissioner Wolf, seconded by Council Liaison Cross to recommend City Council approve the Bolton & Menk Reimbursement Request for the 2015 Chip Seal Improvements Project in the amount of \$7,164.00. Motion carried unanimously.

Commissioner Franzen reiterated his request that construction observation needs to be reviewed.

#### **WSB WHISKEY CREEK TRIBUTARY PROJECT FUNDING OPTIONS**

WSB Project Manager Shawn Tracy gave a brief update on the project history for the Baxter Water Quality for the Whiskey Creek Tributary to the Mississippi River Project. The purpose of tonight's presentation was to review funding options for consideration, strategies and/or funding for land acquisition and a recommended course of action and timeline.

The area is a 70 acre parcel north of Excelsior Road and west of Cypress Drive and east of Golf Course Drive which is owned by Good Samaritan Society. The property owners plan to build on

a large portion of the property which will provide senior care and services in a park like setting. The property has direct access to the Paul Bunyan State Trail.

Funding opportunities include:

1. Clean Water Fund – MN Board of Soil and Water Resources
2. Clean Water Partnership Loan Fund – Minnesota Pollution Control Agency
3. Clean Water State Revolving Funding – Minnesota Pollution Control Agency
4. Other Sources

Land Acquisition Funding Opportunities include:

1. Land and Water Conservation Fund and Outdoor Recreation Grant – Nation Park Services and Minnesota DNR
2. Clean Water Partnership Loan Program – Minnesota Pollution Control Agency
3. Community Development Block Grant (Small Cities Development Grant) – Minnesota Department of Employment and Economic Development and U.S. Department of Housing and Urban Development
4. Water & Waste Disposal Loan & Grant Program – USDA Rural Development

Mr. Tracy stated that discussion will need to be held soon with representatives from Good Samaritan regarding the 12 acres north of Excelsior Road that will be needed for stormwater infrastructure project.

Stormwater runoff discharges to Whiskey Creek in the vicinity of Fleet Farm and the Good Samaritan property on Golf Course Drive; Whiskey Creek makes its way through the Northland Arboretum and a major wetland before emptying into the Mississippi River.

The City of Baxter currently has the Whiskey Creek Tributary Project scheduled for 2017 in the 5-Year CIP. A grant application for construction and possible property acquisition would need to be submitted this year. Mr. Tracy felt that partnering with the Board of Soil and Water Resources would be the most beneficial to the city for all grant opportunities.

#### **WSB MONTHLY REPORT ON THE 2015 ISLE DRIVE EXTENSION IMPROVEMENT PROJECT**

WSB Consulting Engineer Rickart gave a brief update on the 2015 Isle Drive Extension Improvement Project. The Isle Drive and CSAH 48 project has been under construction since mid-May 2015. RL Larson Excavating together with their subcontractors have completed all primary work on the project including all major issues identified in the final punch list.

RL Larson requested and was granted a contract extension to December 1, 2015 to complete four primary items including:

1. Placing signs at the entrance to the bike and pedestrian path indicating “No Motorized Vehicles Permitted”.
2. Completing the two pedestrian flasher systems on the project.
3. Determining final volume and price of the remaining top soil to be purchased by the City.
4. Disposing of the debris pile of trees and stumps located behind the new lift station #23.

Each of these items was completed prior to the December 1, 2015 completion date. There are some warranty items that will need to be reviewed in the spring of 2016 including insuring the storm water ponds all drain and a few bituminous low areas adjacent to the curb and gutter.

### **2015 ISLE DRIVE EXTENSION IMPROVEMENT PROJECT CHANGE ORDER NO. 3**

WSB Consulting Engineer Rickart reviewed Change Order No. 3 for the 2015 Isle Drive Extension Improvement Project. WSB Consulting Engineer Rickart had no concerns with the Change Order No. 3 and recommends approval. The change order items are listed below:

- CSAH 48 Drainage Flume – The County requested that a drainage flume be constructed at the end of the curb and gutter on westbound CSAH 48 in the northwest quadrant of the intersection. This was installed to insure that erosion does not occur where the storm water is coming off the gutter into the ditch section and to minimize potential maintenance of the slope.
- Bike Symbol Pavement Markings – Six bike symbol pavement markings were added to the bike lanes on Isle Drive north of CSAH 48. These were included in the areas where the bike lane is between the right turn lane and the through lane of traffic. They were not included in the original plan.
- SE Quadrant Grading to 4:1 Slope – The original plan provided a 3:1 slope adjacent to CSAH 48 behind the path in the southeast quadrant of the intersection. After the path was installed it was determined that a 4:1 slope should be graded to insure the slope can be maintained and so that the shading of the roundabout area was minimized. This required: clearing and grubbing additional trees; re-grading the slope from the intersection east to the new right-in/right-out driveway to the Johnson property, and; lowering a fiber optic line.
- F& I GV and MH Posts – The contractor was requested to furnish and install posts for City installed signs at each Gate Valve and Manhole.

**MOTION** by Council Liaison Cross, seconded by Commissioner Franzen to recommend City Council approve the R. L. Larson Excavating Change Order No. 3 in the increased amount of \$22,740.00 for the 2015 Isle Drive Extension Improvements Project. Motion carried unanimously.

**2015 ISLE DRIVE EXTENSION IMPROVEMENT PROJECT CHANGE ORDER NO. 4**

WSB Consulting Engineer Rickart reviewed Change Order No. 4 for the 2015 Isle Drive Extension Improvement Project. WSB Consulting Engineer Rickart had no concerns with the Change Order No. 4 and recommends approval. The change order items are listed below:

- Screening Top Soil – As a result of several factors the contractor was required to provide screening of the salvaged top soil on the project. The contractor expended significant additional labor and equipment costs to insure the top soil was suitable for turf establishment and the ultimate mowing of the boulevard areas. These factors included:
  1. The site was a wooded undisturbed area with extension root systems from the mature trees in the area.
  2. A clearing contract was let previously to clear the 22 acre project area as required for mitigation of the Long Eared Bat habitat. This contract was not completed prior to the bidding of the current contract. The contractor did not assume the full extent of the impact the root and branch debris from the clearing was going to have on the salvable top soil. The contractor placed the top soil in two piles, one south of CSAH 48 and one north of CSAH 48. After review of these piles it was determined that the top soil would not be acceptable for placing in the boulevards areas. This required the screening of the top soil to remove this debris.
- The contractor's actual time and material costs spent screening the top soil was \$95,270.65. A spread sheet showing the costs is attached. It was agreed with the contractor that approximately 50% of these costs would be fair compensation for this work.
- Top Soil Excess – After the screening an excess pile of 1,280 CY's of top soil remains. This is currently the contractor's property. The contractor is requesting 220 CY's to complete their other projects in the Baxter area next spring. The remaining 1,060 CY's is available to be purchased by the City. Currently, the City purchases suitable top soil yearly for use in maintenance activities. Having this top soil stock piled and available will save time and cost for the City to purchase and haul next year.

**MOTION** by Council Liaison Cross, seconded by Commissioner Franzen to recommend City Council approve the R. L. Larson Excavating Change Order No. 4 in the increased amount of \$47,680.00 for the 2015 Isle Drive Extension Improvements Project. Motion carried unanimously.

**2015 ISLE DRIVE EXTENSION IMPROVEMENT PROJECT FINAL PAY ESTIMATE NO. 7**

WSB Consulting Engineer Rickart reviewed the Final Pay Estimate No. 7 for the 2015 Isle Drive Extension Improvements Project. WSB Consulting Engineer Rickart had no concerns with the Final Pay Estimate No. 7 and recommends approval.

**MOTION** by Council Liaison Cross, seconded by Commissioner Franzen to recommend City Council approve the R. L. Larson Excavating Final Pay Estimate No. 7 in the amount of \$339,827.37 for the 2015 Isle Drive Extension Improvement Project. Motion carried unanimously.

**SEH MONTHLY REPORT ON THE 2015 MILL AND OVERLAY IMPROVEMENTS PROJECT**

SEH Consulting Engineer Hedlund gave a brief update on the project. All work for 2015 ended the week of November 2, 2015. Reclaiming and paving operations for Edgewood Drive north of Clearwater Road and at the Glory Road/Isle Drive intersection are planned to resume and be completed in May 2016 depending on the weather in the spring of 2016.

**2015 MILL AND OVERLAY IMPROVEMENTS PROJECT TESTING FEE SERVICES**

SEH Consulting Engineer Hedlund explained the fee increase is for construction materials testing for concrete work by their subcontractor Braun Intertec. The original and amended testing budget did not include concrete testing and was primarily based on the original mill and overlay construction quantities.

Also note that the project's scope changed significantly when more full depth reclamation was required than originally anticipated. The original contract was for more mill and inlay which is significantly less testing requirements.

SEH Consulting Engineer Hedlund noted that the project is still under budget compared to the numbers presented at the final assessment hearing.

**MOTION** by Commissioner Franzen, seconded by Commissioner Wolf to recommend City Council approve the 2015 Mill and Overlay Improvements Project Testing Fee Services increase in the amount of \$25,137.00. Motion carried unanimously.

**SEH MONTHLY REPORT ON THE 2015 EXCELSIOR ROAD IMPROVEMENTS PROJECT**

SEH Consulting Engineer Hedlund gave a brief update on the project. The project is near final completion and they are waiting for submittal of the IC134's. SEH is working on as built drawings for the City.

**2015 EXCELSIOR ROAD IMPROVEMENTS PROJECT FINAL PAY ESTIMATE NO. 7**

SEH Consulting Engineer Hedlund submitted Final Pay Estimate No. 7 for the 2015 Excelsior Road Improvements Project to the commission. SEH Consulting Engineer Hedlund has no concerns with Final Pay Estimate No. 7 and recommends approval.

SEH Consulting Engineer Hedlund informed the commission the project is still under budget compared to the numbers presented at the final assessment hearing..

**MOTION** by Commissioner Franzen, seconded by Commissioner Christofferson to recommend City Council approve the Anderson Brothers Final Pay Estimate No. 7 in the amount of \$107,075.84 for the 2015 Excelsior Road Improvements Project. Motion carried unanimously.

**SEH MONTHLY REPORT ON THE 2016 FAIRVIEW ROAD AND TRAIL IMPROVEMENT PROJECT**

SEH Consulting Engineer Hedlund gave an update on the project. The 2016 Fairview Road project will proceed but the separated off-street trail component will not be part of the plan. City Council has removed all grade separated bike and pedestrian trails from the project in 2016.

**2016 FAIRVIEW ROAD AND TRAIL IMPROVEMENTS PROJECT FEASIBILITY REPORT**

The 2016 Fairview Road and Trail Improvements Project Feasibility Report was submitted to the commission as information only. City Council approved the feasibility report at the January 5, 2016 council meeting.

**WSN MONTHLY REPORT ON THE 2015 DELLWOOD DRIVE, NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS PROJECT**

WSN Consulting Engineer Welch gave a brief update on the 2015 Dellwood Drive, Novotny Road, Independence Road and Inglewood Drive Improvements Project.

**Work Completed to Date**

Independence Road: Work is complete and ready for final payment.

Inglewood Drive: Work is substantially complete except for the bituminous trail between Fairview Road and Inglewood Drive. There are also several punch list items that will not be completed until next spring.

Dellwood Drive and Novotny Road: All underground work on Dellwood Drive and Novotny Road is complete and tested. Roadway work is complete through the bituminous base course. Grading and topsoil is complete and the project has been temporary seeded and mulched for the winter.

The Contractor has been working on locating a leak in the Audubon Way watermain extension since early December. The location of the leak has been narrowed down to the section of directional drilled pipe between Hilltop Trailer Sales and Holiday Inn & Suites.

#### Project Schedule

The Contractor has suspended operations and will begin work again next spring.

#### Completion Dates

Per Change Order No. 2 Agreement, work will on Dellwood Drive and Novotny Road will be suspended for the winter as long as the conditions in the agreement have been satisfied. Work will commence in the spring with the revised substantial completion date of May 26, 2016 and final completion date of June 9, 2016.

#### Easements

Dellwood Drive and Novotny Road right-of-way: One roadway easement remains to be signed on Dellwood Drive.

Audubon Way watermain extension: Hilltop Trailer Sales has agreed to the easement and has given the City written permission to proceed with the Audubon Way watermain extension; however, the easement is currently being held up by the bank financing the property.

#### Engineering

Independence Road and Inglewood Drive record drawings are complete and will be sent to City staff for review. Dellwood Drive and Novotny Road record drawings will be completed next spring after the Contractor completes the project. The Contractor has not asked for a partial pay estimate this period. We will be meeting with the Contractor next month to discuss quantities and anticipate a partial pay estimate will submitted in February.

### **EXCELSIOR ROAD, FAIRVIEW ROAD AND EDGEWOOD DRIVE FEASIBILITY REPORT**

WSN Consulting Engineer Welch informed the commission this report was to study the feasibility of reconfiguring an existing transportation corridor configuration located northwest of the T.H. 210 / T.H. 371 intersection on Excelsior Road.

Recently two private developments in the project area have been under consideration, expediting the need for consideration of the proposed improvements. The recommendation is to construct a single lane roundabout at the intersection of Excelsior Road with Fairview Drive from the south and Edgewood Drive from the north.

After an extensive discussion on the road, water, sanitary sewer, and storm sewer layouts were covered the Commission consensus was that the remaining items that needed decisions were policy decisions that needed to be made directly by City Council.

**MOTION** by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the Excelsior Road, Fairview Road and Edgewood Drive Feasibility Report. Motion carried unanimously.

**CROW WING COUNTY'S 2016 DELLWOOD DRIVE RECONSTRUCTION PROJECT LETTER**

The Crow Wing County 2016 Dellwood Drive Reconstruction project letter was submitted to the commission as information only. Crow Wing County will begin tree clearing of the right-of-way starting on Monday, January 4<sup>th</sup> weather permitting.

Mike's Tree Service has been contracted to complete the work and it is expected to be completed within a few days after they start.

**MILLS INDOOR SHOOTING RANGE PROJECT DEVELOPMENT AGREEMENT FINAL ACCEPTANCE**

Public Works Director /City Engineer Walter informed the commission that Mills Indoor Shooting Range Project Development Agreement can now be closed out since the project has been completed per the Development Agreement and City specifications.

**MOTION** by Commissioner Christofferson, seconded by Commissioner Franzen to recommend City Council approve the final acceptance of the Mills Indoor Shooting Range Project as per the Development Agreement. Motion carried unanimously.

**NORTHERN LAKES SENIOR LIVING PROJECT DEVELOPMENT AGREEMENT FINAL ACCEPTANCE**

Public Works Director /City Engineer Walter informed the commission that Northern Lakes Senior Living Project Development Agreement can now be closed out since the project has been completed per the Development Agreement and City specifications. Final acceptance of the project can be done by the City and the Irrevocable Letter of Credit No. 105887734 in the amount of \$89,510.44 can be released.

**MOTION** by Commissioner Wolf, seconded by Commissioner Christofferson to recommend City Council approve the final acceptance of the Northern Lakes Senior Living Project as per the Development Agreement and release the Irrevocable Letter of Credit No. 105887734 in the amount of \$89,510.44 to TM Excelsior, LLC. Motion carried unanimously.

**WATER METER AMI/AMR**

The Water Meter AMI/AMR was submitted to the commission as information only. The project is proceeding in 2016.

**WASTEWATER TREATMENT PLANT CHARGES FOR NOVEMBER 2015**

The Brainerd Public Utilities Wastewater Plant Charges for November 2015 was submitted to the commission as information only.

**SPECIAL MEETING**

Public Works Director/City Engineer Walter requested the commission set a special meeting for January 20, 2016 to review the Bolton & Menk Pavement Management Program.

**MOTION** by Council Liaison Cross, seconded by Commissioner Christofferson to set a special meeting for January 21, 2016 at 5:00 p.m. to review the Bolton & Menk Pavement Management Program. Motion carried unanimously.

**ADJOURNMENT**

**MOTION** by Commissioner Wolf, seconded by Council Liaison Cross to adjourn the meeting at 8:30 p.m. Motion carried unanimously.

Approved by:

Submitted by,

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Rock Yliniemi  
Chairman

---

Mary Haugen  
Administrative Assistant

STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

Rev. July 2010

Page 1 of 2

SAP 018-648-011 SAP 230-020-001	Minn. Proj. No. ( )	CO No. 3
Project Location: Isle Drive / CSAH 48 Improvements		
Local Agency: Baxter, Minnesota	Local Project No.: 4096	
Contractor: RL Larson Excavating, Inc.	Contract No.	
Address/City/State/Zip: 2255 12 <sup>th</sup> Street SE, St Cloud, MN		
<b>Total Change Order Amount \$ 22,965.00</b>		

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions:

Item 165 – The County and City requested that a drainage flume be constructed at the end of the curb and gutter on westbound CSAH 48 in the northwest quadrant of the intersection. This was installed to insure that erosion does not occur where the storm water is coming off the gutter into the ditch section.

Item 166 – Six bike symbol pavement markings were added to the bike lanes on Isle Drive north of CSAH 48. These were included in the areas where the bike lane is between the right turn lane and the through lane of traffic.

Item 167 – The original plan provided a 3:1 slope adjacent to CSAH 48 behind the path in the southeast quadrant of the intersection. After the path was installed it was determined that a 4:1 slope should be graded to insure the slope can be maintained and so that the shading of the roundabout area was minimized. This required: clearing and grubbing additional trees; re-grading the slope from the intersection east to the new right-in/right-out driveway to the Johnson property, and; lowering a fiber optic line.

Item 168 – The contractor was requested to furnish and install posts for City installed signs at each Gate Value and Manhole.

Estimate Of Cost:					
Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount \$
165	CSAH 48 Drainage Flume	LS	\$1,265.00	1	\$1,265.00
166	Bike Symbol Pavement Markings	each	\$495.00	5	\$2,475.00
167	SE Quadrant Grading to 4:1 Slope	LS	\$17,080.00	1	\$17,080.00
168	F&I GV and MH Posts	Each	\$80.00	24	\$1,920.00
Net Change this Change Order					\$22,740.00

Approved by Project Engineer: Charles T Rickart Date: 12/23/2015  
 Print Name: Charles Rickart Phone: 612-360-1283

STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

Rev. July 2010

Page 2 of 2

-50-

Approved by Contractor: [Signature] Date: 1/4/2016  
Print Name: Brent Hamak Phone: 320-654-0709

Approved by City of Baxter:  
Utilities Commission [Signature] Date: 1-6-16  
Print Name: Rock Vlibiemi Phone: 218-821-8123

Assistant City Administrator / City Clerk \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: Kelly Steele Phone: \_\_\_\_\_

Mayor \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: Darrel Olson Phone: \_\_\_\_\_

**Distribution:** Project Engineer (Original), Contractor (copy), DSAE (copy for funding review)

**DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.**

This work is eligible for:  Federal Funding  State Aid Funding  Local funds

District State Aid Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

Rev. July 2010

Page 1 of 2

SAP 018-648-011 SAP 230-020-001	Minn. Proj. No. ( )	CO No. 4
Project Location: Isle Drive / CSAH 48 Improvements		
Local Agency: Baxter, Minnesota	Local Project No.: 4096	
Contractor: RL Larson Excavating, Inc.	Contract No.	
Address/City/State/Zip: 2255 12 <sup>th</sup> Street SE, St Cloud, MN		
<b>Total Change Order Amount \$ 47,680.00</b>		

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions:

Item 169 – As a result of several factors the contractor was required to provide screening of the salvaged top soil on the project. As a result the contractor expended significant additional labor and equipment costs to insure the top soil was suitable for turf establishment and the ultimate mowing of the boulevard areas. These factors included:

1. The site was a wooded undisturbed area with extension root systems from the mature trees in the area.
2. A clearing contract was let previously to clear the 22 acre project area as required do to the Long Eared Bat requirements. This contract was not completed prior to the bidding of the current contract. The contractor did not assume the full extent of the impact the root and branch debris from the clearing was going to have on the salvable top soil. This required the screening of the top soil to remove this debris.

Item 170 – After the screening an excess pile of 1,280 CY's of top soil remains. This is currently the contractor's property. The contractor is requesting 220 CY's to complete their other projects in the Baxter area next spring. The remaining 1,060 CY's is available to be purchased by the City. Currently, the City purchases suitable top soil yearly for use in maintenance activities. Having this top soil stock piled and available will save time and cost for the City to purchase and haul next year.

The additional costs will be full compensation for: all additional grubbing costs including disposal of debris; screening top soil, and; placing of top soil on the project.

<b>Estimate Of Cost:</b>						
Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount \$	
169	Screening Top Soil	Cu Yd	\$5	6,356	\$31,780.00	
170	Top Soil Excess	Cu Yd	\$15	1,060	\$15,900.00	
<b>Net Change this Change Order</b>					<b>\$47,680.00</b>	

STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

Approved by Project Engineer: Charles T Rickart Date: 12/23/2015  
Print Name: Charles Rickart Phone: 612-360-1283

Approved by Contractor: Brent Hamak Date: 1-4-2016  
Print Name: Brent Hamak Phone: 320-654-0709

Approved by City of Baxter:  
Utilities Commission Rock Yliniemi Date: 1-6-16  
Print Name: Rock Yliniemi Phone: 218 821 8123

Assistant City Administrator / City Clerk \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: Kelly Steele Phone: \_\_\_\_\_

Mayor \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: Darrel Olson Phone: \_\_\_\_\_

**Distribution:** Project Engineer (Original), Contractor (copy), DSAE (copy for funding review)

**DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.**

This work is eligible for:  Federal Funding  State Aid Funding  Local funds

District State Aid Engineer: \_\_\_\_\_ Date: \_\_\_\_\_



# CITY OF BAXTER

13190 Memorywood Drive  
 Baxter, MN 56425-2626  
 Project 02037-09 - BAXTE - Isle Drive Improvements  
 Final Pay Voucher No. 7

Contractor: R. L. Larson Excavating, Inc.  
 2255 12th Street Southeast  
 St. Cloud, MN 56301

Contract No.  
 Vendor No.  
 For Period: 10/27/2015 - 12/30/2015  
 Warrant # \_\_\_\_\_ Date \_\_\_\_\_

**Contract Amounts**

Original Contract	\$4,395,409.26
Contract Changes	\$86,166.24
Revised Contract	\$4,481,575.50

**Work Certified To Date**

Base Bid Items	\$4,291,718.24
Backsheet	\$4,396.43
Change Order	\$81,274.81
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
<b>Total</b>	<b>\$4,377,389.48</b>

**Funds Encumbered**

Original	\$4,395,409.26
Additional	N/A
<b>Total</b>	<b>\$4,395,409.26</b>

	Work Certified This Pay Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
02037-09	\$127,324.10	\$4,377,389.48	\$0.00	\$4,037,562.11	\$339,827.37	\$4,377,389.48
Percent Retained: 0%						
<b>Amount Paid This Final Pay Voucher</b>					<b>\$339,827.37</b>	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By WSB & Associates, Inc.

Approved By R. L. Larson Excavating, Inc.

*Chris*

*[Signature]*

December 30, 2015

Date

1/4/2016

Date

Approved By City of Baxter - Utilities Commission

Approved By City of Baxter

*Back of [Signature]*

Kelly Steele, Assistant City Administrator / City Clerk

Date

1-6-16

Date

Darrel Olson, Mayor

Date

**02037-09 Payment Summary**

No.	From Date	To Date	Work Certified Per Pay Voucher	Amount Retained Per Pay Voucher	Amount Paid Per Pay Voucher
1	05/01/2015	05/22/2015	\$176,315.00	\$8,815.75	\$167,499.25
2	05/23/2015	06/26/2015	\$1,125,951.50	\$56,297.58	\$1,069,653.92
3	06/27/2015	07/28/2015	\$1,195,169.98	\$59,758.49	\$1,135,411.49
4	07/29/2015	08/25/2015	\$542,010.58	\$27,100.53	\$514,910.05
5	08/26/2015	09/30/2015	\$934,493.06	\$46,724.66	\$887,768.40
6	10/01/2015	10/26/2015	\$276,125.26	\$13,806.26	\$262,319.00
7	10/27/2015	12/30/2015	\$127,324.10	(\$212,503.27)	\$339,827.37
<b>Totals:</b>			<b>\$4,377,389.48</b>	<b>\$0.00</b>	<b>\$4,377,389.48</b>

<b>02037-09 Project Material Status</b>									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
<b>Roadway</b>									
1	2021.501	MOBILIZATION	LS	\$350,000.00	1	0	\$0.00	1	\$350,000.00
2	2031.501	FIELD OFFICE TYPE D-MODIFIED	EACH	\$11,000.00	1	0	\$0.00	1	\$11,000.00
3	2031.503	FIELD LABORATORY TYPE D	EACH	\$11,000.00	1	0	\$0.00	0	\$0.00
4	2101.502	CLEARING	TREE	\$300.00	28	0	\$0.00	221	\$66,300.00
5	2101.506	GRUBBING	ACRE	\$1,400.00	22	0	\$0.00	22	\$30,800.00
6	2101.507	GRUBBING	TREE	\$85.00	28	0	\$0.00	221	\$18,785.00
7	2104.501	REMOVE CONCRETE CURB AND GUTTER	LF	\$5.00	66	53	\$265.00	61	\$305.00
8	2104.501	REMOVE PIPE CULVERTS	LF	\$5.00	308	0	\$0.00	266	\$1,330.00
9	2104.503	REMOVE BITUMINOUS WALK (P)	SF	\$0.55	22900	0	\$0.00	22900	\$12,595.00
10	2104.505	REMOVE BITUMINOUS PAVEMENT (P)	SQ YD	\$1.05	14210	0	\$0.00	15138	\$15,894.90
11	2104.509	REMOVE SIGN TYPE C	EACH	\$30.00	35	0	\$0.00	35	\$1,050.00
12	2104.509	REMOVE SIGN TYPE SPECIAL	EACH	\$30.00	2	0	\$0.00	2	\$60.00
13	2104.509	REMOVE MAIL BOX SUPPORT	EACH	\$50.00	8	0	\$0.00	8	\$400.00
14	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LF	\$3.50	433	0	\$0.00	424	\$1,484.00
15	2104.521	SALVAGE CHAIN LINK FENCE	LF	\$6.00	80	0	\$0.00	148	\$888.00
16	2104.523	SALVAGE EX HYDRANT AND VALVE	EACH	\$425.00	1	0	\$0.00	1	\$425.00
17	2104.601	RELOCATE CIVIL DEFENSE SIREN	LUMP SUM	\$1,800.00	1	0	\$0.00	1	\$1,800.00
18	2105.501	COMMON EXCAVATION (P)	CY	\$8.00	20997	0	\$0.00	21173	\$169,384.00
19	2105.523	COMMON BORROW (CV)	CY	\$0.01	13981	0	\$0.00	0	\$0.00
20	2105.601	DEWATERING	LUMP SUM	\$192,000.00	1	0	\$0.00	1	\$192,000.00
21	2105.604	POLYETHYLENE SHEET	SY	\$30.00	94.1	0	\$0.00	142	\$4,260.00
22	2105.607	EXCAVATION	CY	\$5.10	9629	0	\$0.00	9987.83	\$50,937.93

**02037-09 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
		SPECIAL 1 (P)							
23	2105.607	EXCAVATION SPECIAL 2 (P)	CU YD	\$6.70	483	0	\$0.00	483	\$3,236.10
24	2105.607	EXCAVATION SPECIAL 3 (P)	CU YD	\$5.00	4190	0	\$0.00	4190	\$20,950.00
25	2105.607	EXCAVATION SPECIAL 4 (P)	CU YD	\$6.70	940	0	\$0.00	940	\$6,298.00
26	2112.501	SUBGRADE PREPARATION 6"-12" (P)	RDST	\$320.00	78	0	\$0.00	78	\$24,960.00
27	2118.501	AGGREGATE SURFACING CLASS 5	TON	\$25.00	200	72	\$1,800.00	72	\$1,800.00
28	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$110.00	58	0	\$0.00	18.5	\$2,035.00
29	2123.610	1.5 CU YD BACKHOE	HOUR	\$180.00	50	11.3	\$2,034.00	41.45	\$7,461.00
30	2130.501	WATER	MGAL	\$35.00	100	0	\$0.00	18	\$630.00
31	2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	\$25.00	8853	0	\$0.00	9041	\$226,025.00
32	2301.504	CONCRETE PAVEMENT 7.0"	S Y	\$60.00	422	0	\$0.00	394.11	\$23,646.60
33	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$56.00	10206	6	\$336.00	9739.79	\$545,428.24
34	2501.515	12" RC PIPE APRON	EACH	\$500.00	4	0	\$0.00	2	\$1,000.00
35	2501.515	15" RC PIPE APRON	EACH	\$510.00	4	0	\$0.00	5	\$2,550.00
36	2501.515	18" RC PIPE APRON	EACH	\$600.00	3	0	\$0.00	5	\$3,000.00
37	2501.515	24" RC PIPE APRON	EACH	\$650.00	3	0	\$0.00	3	\$1,950.00
38	2501.567	12" RC SAFETY APRON & GRATE DES 3128	EACH	\$625.00	1	0	\$0.00	1	\$625.00
39	2501.567	15" RC SAFETY APRON & GRATE DES 3128	EACH	\$650.00	1	0	\$0.00	1	\$650.00
40	2501.602	TRASH GUARD FOR 12" PIPE APRON	EACH	\$150.00	4	0	\$0.00	2	\$300.00
41	2501.602	TRASH GUARD FOR 15" PIPE APRON	EACH	\$175.00	4	0	\$0.00	5	\$875.00
		TRASH GUARD							

**02037-09 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
42	2501.602	FOR 18" PIPE APRON	EACH	\$200.00	3	0	\$0.00	5	\$1,000.00
43	2501.602	TRASH GUARD FOR 24" PIPE APRON	EACH	\$300.00	3	0	\$0.00	3	\$900.00
44	2503.541	12" RC PIPE SEWER DES 3006 CL V	L F	\$27.00	1341	1	\$27.00	1352	\$36,504.00
45	2503.541	15" RC PIPE SEWER DES 3006 CL V	L F	\$29.00	1977	13	\$377.00	1989	\$57,681.00
46	2503.541	18" RC PIPE SEWER DES 3006 CL V	L F	\$32.00	1679	18	\$576.00	1833	\$58,656.00
47	2503.541	24" RC PIPE SEWER DES 3006 CL III	L F	\$36.00	852	0	\$0.00	853	\$30,708.00
48	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$1,000.00	2	0	\$0.00	2	\$2,000.00
49	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	LIN FT	\$1.10	6659	1005.74	\$1,106.31	7009	\$7,709.90
50	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER - SERVICE	LIN FT	\$1.10	657	0	\$0.00	611.2	\$672.32
51	2504.601	TRACER WIRE SYSTEM	LUMP SUM	\$10,000.00	1	0	\$0.00	1	\$10,000.00
52	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$450.00	3	0	\$0.00	3	\$1,350.00
53	2506.501	CONST DRAINAGE STRUCTURE DESIGN H	L F	\$340.00	54	14.36	\$4,882.40	55.66	\$18,924.40
54	2506.501	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$285.00	210	44.27	\$12,616.95	215.57	\$61,437.45
55	2506.501	CONST DRAINAGE STRUCTURE DES 60-4020	L F	\$545.00	11	1.88	\$1,024.60	10.58	\$5,766.10
56	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	\$6,000.00	3	0	\$0.00	3	\$18,000.00
		CASTING							

**02037-09 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
57	2506.516	ASSEMBLY	EACH	\$500.00	58	1	\$500.00	61	\$30,500.00
58	2511.501	RANDOM RIPRAP CLASS III	C Y	\$65.00	141	0	\$0.00	141	\$9,165.00
59	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	\$2.00	363	0	\$0.00	407	\$814.00
60	2521.501	4" CONCRETE WALK	S F	\$4.60	15708	0	\$0.00	13163	\$60,549.80
61	2521.501	6" CONCRETE WALK	S F	\$5.90	8190	0	\$0.00	6630	\$39,117.00
62	2521.501	8" CONCRETE WALK	S F	\$7.10	2139	0	\$0.00	2013	\$14,292.30
63	2521.511	2" BITUMINOUS WALK	S F	\$1.50	74445	0	\$0.00	77279	\$115,918.50
64	2531.501	CONCRETE CURB & GUTTER DESIGN B424	L F	\$14.50	1929	0	\$0.00	1756.56	\$25,470.12
65	2531.501	CONCRETE CURB & GUTTER DESIGN B612	L F	\$15.00	271	0	\$0.00	260	\$3,900.00
66	2531.501	CONCRETE CURB & GUTTER DESIGN B624	L F	\$13.00	12551	0	\$0.00	13016.2	\$169,210.60
67	2531.501	CONCRETE CURB & GUTTER DESIGN S524	L F	\$16.00	356	0	\$0.00	341	\$5,456.00
68	2531.618	TRUNCATED DOMES	S F	\$31.00	2087	0	\$0.00	743	\$23,033.00
69	2533.507	PORTABLE PRECAST CONCR BARRIER DES 8337	L F	\$18.00	664	0	\$0.00	0	\$0.00
70	2540.602	MAIL BOX SUPPORT	EACH	\$150.00	8	0	\$0.00	8	\$1,200.00
71	2545.511	LIGHTING UNIT TYPE 9-40	EACH	\$1,800.00	33	0	\$0.00	33	\$59,400.00
72	2545.513	LUMINAIRE (LED)	EACH	\$550.00	33	0	\$0.00	33	\$18,150.00
73	2545.515	LIGHT FOUNDATION DESIGN E	EACH	\$650.00	33	0	\$0.00	33	\$21,450.00
74	2545.523	2" NON-METALLIC CONDUIT	L F	\$4.50	4800	0	\$0.00	4800	\$21,600.00
75	2545.523	3" NON-METALLIC CONDUIT	L F	\$6.50	1440	0	\$0.00	450	\$2,925.00
		4" NON-							

**02037-09 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
76	2545.523	METALLIC CONDUIT	L F	\$10.00	150	0	\$0.00	92	\$920.00
77	2545.531	UNDERGROUND WIRE 1 COND NO 6	L F	\$1.00	27600	3370	\$3,370.00	28210	\$28,210.00
78	2545.541	SERVICE CABINET -TYPE L1 (MOD)	EACH	\$4,250.00	2	0	\$0.00	2	\$8,500.00
79	2545.544	SERVICE EQUIPMENT	EACH	\$1,750.00	2	0	\$0.00	2	\$3,500.00
80	2545.545	EQUIPMENT PAD B	EACH	\$800.00	2	0	\$0.00	2	\$1,600.00
81	2545.602	INSTALL HANDHOLE	EACH	\$900.00	4	0	\$0.00	4	\$3,600.00
82	2550.601	ELECTRICAL SERVICE	LS	\$18,000.00	1	0	\$0.00	1	\$18,000.00
83	2554.505	PERMANENT BARRICADES	L F	\$30.00	144	0	\$0.00	72	\$2,160.00
84	2554.509	GUIDE POST TYPE B	EACH	\$42.00	19	0	\$0.00	21	\$882.00
85	2554.615	IMPACT ATTENUATOR	AMBY	\$2,450.00	4	0	\$0.00	0	\$0.00
86	2554.615	RELOCATE IMPACT ATTENUATOR	AMBY	\$550.00	1	0	\$0.00	0	\$0.00
87	2557.501	WIRE FENCE DESIGN 72-9322	L F	\$150.00	40	0	\$0.00	64	\$9,600.00
88	2557.517	VEHICULAR GATE-DOUBLE	EACH	\$2,800.00	1	0	\$0.00	1	\$2,800.00
89	2557.603	INSTALL SALVAGED FENCE	L F	\$26.00	80	0	\$0.00	148	\$3,848.00
90	2563.601	TRAFFIC CONTROL	LS	\$13,500.00	1	0	\$0.00	1	\$13,500.00
91	2563.602	MEDIAN BARRIER DELINEATOR.	EACH	\$15.00	22	0	\$0.00	0	\$0.00
92	2564.531	SIGN PANELS TYPE SPECIAL	S F	\$36.00	12	8.26	\$297.36	14.26	\$513.36
93	2564.531	SIGN PANELS TYPE C	S F	\$32.00	596	32.55	\$1,041.60	567.14	\$18,148.48
94	2564.531	SIGN PANELS TYPE D	S F	\$36.00	185	0	\$0.00	184.6	\$6,645.60
95	2564.552	HAZARD MARKER X4-2	EACH	\$70.00	10	0	\$0.00	7	\$490.00
96	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYS	\$7,500.00	2	2	\$15,000.00	2	\$15,000.00

**02037-09 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
97	2571.501	CONIFEROUS TREE 2' HT CONT	TREE	\$130.00	40	0	\$0.00	55	\$7,150.00
98	2571.501	CONIFEROUS TREE 3.5' HT CONT	TREE	\$180.00	50	0	\$0.00	80	\$14,400.00
99	2572.505	PRUNE TREES	HOUR	\$185.00	5	0	\$0.00	2	\$370.00
100	2573.502	SILT FENCE, TYPE MS	LF	\$2.25	13277	0	\$0.00	9107	\$20,490.75
101	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$130.00	54	0	\$0.00	52	\$6,760.00
102	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LF	\$3.10	1665	0	\$0.00	240	\$744.00
103	2573.535	STABILIZED CONSTRUCTION EXIT	LS	\$5,000.00	1	0	\$0.00	0	\$0.00
104	2573.550	EROSION CONTROL SUPERVISOR	LS	\$2,500.00	1	0.25	\$625.00	1	\$2,500.00
105	2573.561	CULVERT END CONTROLS	LS	\$1,400.00	1	0	\$0.00	0	\$0.00
106	2574.508	FERTILIZER TYPE 3	LB	\$1.05	7261	0	\$0.00	4750	\$4,987.50
107	2574.508	FERTILIZER TYPE 4	LB	\$1.05	237	0	\$0.00	300	\$315.00
108	2574.525	COMMON TOPSOIL BORROW	CY	\$0.01	1000	0	\$0.00	0	\$0.00
109	2575.501	SEEDING	ACRE	\$260.00	23.9	0	\$0.00	22	\$5,720.00
110	2575.502	SEED MIXTURE 25-121	LB	\$4.35	624	0	\$0.00	1212.02	\$5,272.29
111	2575.502	SEED MIXTURE 25-131	LB	\$2.65	4391	24.85	\$65.85	1551	\$4,110.15
112	2575.502	SEED MIXTURE 35-241	LB	\$21.50	190	0	\$0.00	48	\$1,032.00
113	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SY	\$1.60	70257	161	\$257.60	85743	\$137,188.80
114	2575.562	HYDRAULIC MATRIX TYPE MULCH	LB	\$0.90	20370	0	\$0.00	9450	\$8,505.00
115	2575.571	RAPID STABILIZATION METHOD 3	MGAL	\$400.00	126.2	0	\$0.00	0	\$0.00
116	2580.601	INTERIM PAVEMENT	LS	\$2,500.00	1	0	\$0.00	0	\$0.00

**02037-09 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
		MARKING							
117	2582.501	PAVT MSSG (LT ARROW) POLY PREF	EACH	\$370.00	9	0	\$0.00	9	\$3,330.00
118	2582.501	PAVT MSSG (RT ARROW) POLY PREF	EACH	\$370.00	18	0	\$0.00	14	\$5,180.00
119	2582.501	PAVT MSSG (LT-THRU ARROW) POLY PREF	EACH	\$580.00	8	0	\$0.00	6	\$3,480.00
120	2582.502	4" SOLID LINE WHITE-EPOXY	LF	\$0.60	11894	0	\$0.00	10531	\$6,318.60
121	2582.502	8" SOLID LINE WHITE-EPOXY	LF	\$6.50	1984	0	\$0.00	1029	\$6,688.50
122	2582.502	4" BROKEN LINE WHITE-EPOXY	LF	\$0.40	1449	0	\$0.00	291	\$116.40
123	2582.502	4" SOLID LINE YELLOW-EPOXY	LF	\$0.60	247	0	\$0.00	98	\$58.80
124	2582.502	24" SOLID LINE YELLOW-EPOXY	LF	\$14.00	716	0	\$0.00	772	\$10,808.00
125	2582.502	4" BROKEN LINE YELLOW-EPOXY	LF	\$0.40	247	0	\$0.00	0	\$0.00
126	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY	LF	\$1.25	7101	0	\$0.00	7797	\$9,746.25
127	2582.503	CROSSWALK MARKING-POLY PREFORM	S F	\$16.50	893	0	\$0.00	900	\$14,850.00
128	2600.4D	INSULATION (4'X8'X2" THICK)	SQ YD	\$25.00	64	0	\$0.00	7	\$175.00
129	2611.4A	16" PVC WATERMAIN PIPE	LIN FT	\$40.00	1636	0	\$0.00	1632	\$65,280.00
130	2611.4A	6" PVC WATERMAIN PIPE	LIN FT	\$17.00	404	0	\$0.00	469	\$7,973.00
131	2611.4A	8" PVC WATERMAIN PIPE	LIN FT	\$20.00	2357	0	\$0.00	2208	\$44,160.00
132	2611.4A	10" PVC WATERMAIN PIPE	LIN FT	\$24.00	160	0	\$0.00	157	\$3,768.00
133	2611.4A	18" PVC WATERMAIN PIPE	LIN FT	\$50.00	5870	0	\$0.00	5876	\$293,800.00
134	2611.4A	1" POLYETHYLENE SERVICE PIPE	LIN FT	\$6.00	537	0	\$0.00	517	\$3,102.00
		2"							

**02037-09 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
135	2611.4A	POLYETHYLENE SERVICE PIPE	LIN FT	\$14.00	85	0	\$0.00	100	\$1,400.00
136	2611.4B	6" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,300.00	18	0	\$0.00	19	\$24,700.00
137	2611.4B	8" GATE VALVE & BOX w/ ADAPTOR	EACH	\$1,755.00	13	0	\$0.00	14	\$24,570.00
138	2611.4B	16" BUTTERFLY VALVE & BOX w/ ADAPTOR	EACH	\$3,500.00	3	0	\$0.00	3	\$10,500.00
139	2611.4B	18" BUTTERFLY VALVE & BOX w/ ADAPTOR	EACH	\$4,300.00	6	0	\$0.00	6	\$25,800.00
140	2611.4B	10" GATE VALVE & BOX w/ ADAPTOR	EACH	\$2,525.00	1	0	\$0.00	1	\$2,525.00
141	2611.4C	1" CORPORATION STOP & SADDLE	EACH	\$625.00	8	0	\$0.00	8	\$5,000.00
142	2611.4C	2" CORPORATION STOP & SADDLE	EACH	\$675.00	1	0	\$0.00	1	\$675.00
143	2611.4D	1" CURB STOP & BOX	EACH	\$655.00	8	0	\$0.00	8	\$5,240.00
144	2611.4E	HYDRANT	EACH	\$3,850.00	17	0	\$0.00	18	\$69,300.00
145	2611.4I	DUCTILE IRON WATERMAIN FITTINGS	POUND	\$2.60	24160	1485	\$3,861.00	23365	\$60,749.00
146	2611.4J	GATE VALVE BOX & ADAPTOR	EACH	\$500.00	1	0	\$0.00	1	\$500.00
147	2621.4A	4" FORCEMAIN	LIN FT	\$13.50	1432	0	\$0.00	1363	\$18,400.50
148	2621.4A	8" PVC FORCEMAIN	LIN FT	\$22.50	422	0	\$0.00	422	\$9,495.00
149	2621.4A	8" DIP SEWER PIPE	LIN FT	\$66.00	60	0	\$0.00	60	\$3,960.00
150	2621.4A	8" PVC SEWER PIPE (SDR 26)	LIN FT	\$26.00	2709	0	\$0.00	2914	\$75,764.00
151	2621.4A	10" DIP SEWER PIPE	LIN FT	\$61.00	58	0	\$0.00	59	\$3,599.00
152	2621.4A	10" PVC SEWER PIPE (SDR 26)	LIN FT	\$28.00	3832	0	\$0.00	3643	\$102,004.00
153	2621.4B	SANITARY SEWER LIFT STATION	LUMP SUM	\$145,000.00	1	0	\$0.00	1	\$145,000.00
154	2621.4B	SANITARY SEWER MANHOLE, MnDOT DESIGN	EACH	\$2,530.00	31	0	\$0.00	31	\$78,430.00

**02037-09 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
		4007C							
155	2621.4B	MANHOLE EXCESS DEPTH	LIN FT	\$100.00	213	24.44	\$2,444.00	238.44	\$23,844.00
156	2621.4D	8" OUTSIDE DROP CONNECTION	LIN FT	\$400.00	15.46	0	\$0.00	21.54	\$8,616.00
157	2621.4D	10" OUTSIDE DROP CONNECTION	LIN FT	\$300.00	16	0	\$0.00	16	\$4,800.00
158	2621.4F	4" PVC SERVICE PIPE (SCH 40)	LIN FT	\$15.00	537	0	\$0.00	590	\$8,850.00
159	2621.4F	4" PVC CLEAN OUT RISER (SCH 40)	LIN FT	\$6.00	120	0	\$0.00	115	\$690.00
160	2621.4G	8" X 4" PVC WYE	EACH	\$500.00	8	0	\$0.00	8	\$4,000.00
161	2621.4H	4" CLEANOUT CASTING	EACH	\$215.00	4	0	\$0.00	2	\$430.00
<b>Totals For Section Roadway:</b>							<b>\$52,507.67</b>		<b>\$4,291,718.24</b>
<b>Backsheet 1</b>									
172	2360.501	TYPE 9.5 WEARING COURSE MIX (3.C) INCENTIVE	LS	\$4,396.43	1	1	\$4,396.43	1	\$4,396.43
<b>Totals For Backsheet 1:</b>							<b>\$4,396.43</b>		<b>\$4,396.43</b>
<b>Change Order 1</b>									
162	98414	POWER SWITCHES	L S	\$7,241.81	1	0	\$0.00	1	\$7,241.81
163	98415	DRIVEWAY REMOVAL	L S	\$1,505.00	1	0	\$0.00	1	\$1,505.00
164	98416	SPRINKLER AND SOD	L S	\$1,408.00	1	0	\$0.00	1	\$1,408.00
165	98418	TRAFFIC CONTROL BOULDERS	EACH	\$100.00	7	0	\$0.00	7	\$700.00
<b>Totals For Change Order 1:</b>							<b>\$0.00</b>		<b>\$10,854.81</b>
<b>Change Order 3</b>									
166	98655	CSAH 48 Drainage Flume	LS	\$1,265.00	1	1	\$1,265.00	1	\$1,265.00
167	2582.501	PAVT MSSG (BIKE SYMBOL) POLY PREF-GR IN	EACH	\$495.00	6	5	\$2,475.00	5	\$2,475.00
168	2105.601	GRADING	LS	\$17,080.00	1	1	\$17,080.00	1	\$17,080.00
169	98656	F & I GV and MH Posts	EA	\$80.00	24	24	\$1,920.00	24	\$1,920.00
<b>Totals For Change Order 3:</b>							<b>\$22,740.00</b>		<b>\$22,740.00</b>
<b>Change Order 4</b>									

**02037-09 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
170	98658	SCREENING TOP SOIL	CY	\$5.00	6356	6356	\$31,780.00	6356	\$31,780.00
171	98659	TOP SOIL EXCESS	CY	\$15.00	1060	1060	\$15,900.00	1060	\$15,900.00
<b>Totals For Change Order 4:</b>							<b>\$47,680.00</b>		<b>\$47,680.00</b>
<b>Project Totals:</b>							<b>\$127,324.10</b>		<b>\$4,377,389.48</b>

**02037-09 Material On Hand Balance**

Line	Item	Date	Added	Used	Remaining
71	2545.511 LIGHTING UNIT TYPE 9-40	7/28/2015	24 EACH \$41,528.36	24 EACH \$41,528.36	0 EACH \$0.00
73	2545.515 LIGHT FOUNDATION DESIGN E	7/28/2015	22 EACH \$13,819.16	22 EACH \$13,819.16	0 EACH \$0.00
74	2545.523 2" NON-METALLIC CONDUIT	7/28/2015	1136 L F \$5,111.45	1136 L F \$5,111.45	0 L F \$0.00
75	2545.523 3" NON-METALLIC CONDUIT	7/28/2015	399 L F \$2,591.63	399 L F \$2,591.63	0 L F \$0.00
76	2545.523 4" NON-METALLIC CONDUIT	7/28/2015	43 L F \$425.73	43 L F \$425.73	0 L F \$0.00
77	2545.531 UNDERGROUND WIRE 1 COND NO 6	7/28/2015	142 L F \$141.54	142 L F \$141.54	0 L F \$0.00
79	2545.544 SERVICE EQUIPMENT	7/28/2015	0.26 EACH \$440.71	0.26 EACH \$440.71	0 EACH \$0.00
<b>Material On Hand Total Amounts:</b>			<b>\$64,058.58</b>	<b>\$64,058.58</b>	<b>\$0.00</b>

**02037-09 Contract Changes**

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO1	Change Order	9/30/2015	Please see the attached detailed Change Order and contractor invoices.	\$10,854.81	\$10,854.81
CO2	Change Order	10/13/2015	Please see attached detailed Change Order No. 2 and letters from R.L. Larson Excavating, Inc.	\$0.00	\$0.00
CO3	Change Order	12/23/2015	Please see attached detailed Change Order No. 3.	\$23,235.00	\$22,740.00
CO4	Change Order	12/23/2015	Please see attached detailed Change Order No. 4.	\$47,680.00	\$47,680.00
BK1	Backsheet	12/23/2015	Please see attached detailed Plant Mixed Asphalt Pavement Density Incentive/Disincentive Worksheet.	\$4,396.43	\$4,396.43
<b>Contract Change Totals:</b>				<b>\$86,166.24</b>	<b>\$85,671.24</b>

**SHORT ELLIOTT HENDRICKSON INC.  
Agreement for Professional Services**

This Agreement is effective as of December 8, 2015, between City of Baxter, Minnesota (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2015 Mill and Overlay Project – Fee Increase

**Client's Authorized Representative:** Trevor Walter, City Engineer  
**Address:** 13190 Memorywood Drive, PO Box 2626  
Baxter, MN 56425  
**Telephone:** 218.454.5110      **email:** twalter@baxtermn.gov

**Project Manager:** Scott Hedlund  
**Address:** 416 South 6<sup>th</sup> Street, Suite 200  
Brainerd, MN 56401  
**Telephone:** 218.855.1705      **email:** shedlund@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 08.03.11), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Additional construction materials testing services per SEH memo to the City dated 12/8/15.

RPR services will be provided in accordance with attached Exhibit B.

**Schedule:** Schedule per the construction Bidding Documents. Factors beyond SEH's control could alter the schedule.

**Payment:** The estimated fee increase is subject to a not-to-exceed amount of **\$25,137.00** including expenses and equipment.

The previously approved fee is hourly estimated to be \$204,673. Including the above \$25,137.00 fee increase, the total fee is hourly estimated to be \$229,810.00, including expenses and equipment. The estimated total fee is subject to a not-to-exceed amount of **\$229,810.00** including expenses and equipment.

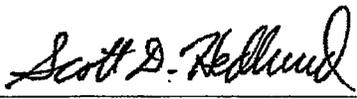
The payment method, basis, frequency and other special conditions are set forth in attached **Exhibit A-1**.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None. -66-

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**Short Elliott Hendrickson Inc.**

By:   
Scott Hedlund  
Title: Associate

**City of Baxter, Minnesota**

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

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

**Exhibit A-1**  
**to Agreement for Professional Services**  
**Between City of Baxter, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated December 8, 2015**

**Payments to Consultant for Services and Expenses**  
**Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

**B. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

**C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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**Exhibit B**  
**to Agreement for Professional Services**  
**Between City of Baxter, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated December 8, 2015**

**A Listing of the Duties, Responsibilities and**  
**Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of Contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to Contractor's Work including but not limited to the agreement between Client and Contractor, the Contractor's bid, the bonds, specs, Drawings\*, Field Orders\*, Addenda\*, clarifications, interpretations, approved Shop Drawings\* and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

**A. General**

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and Contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

**B. Duties and Responsibilities of RPR**

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
  - (a) Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
  - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples\*:
  - (a) Record date of receipt of Shop Drawings and Samples.
  - (b) Receive Samples furnished at the site by Contractor, and notify Consultant of availability of Samples.
  - (c) Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
  - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
  - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by Contractor and transmit to Contractor clarifications and interpretations as issued by Consultant.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications\* and report with RPR's recommendations to Consultant. Transmit to Contractor decisions as issued by Consultant.
8. Records:
- (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directive\*, Addenda, Change Orders\*, Field Orders, additional Drawings\* issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
  - (b) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Change Directive Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
  - (c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
9. Reports
- (a) Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
  - (c) Draft proposed Change Orders and Work Change Directive, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Change Directive, and Field Orders.
  - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
12. Completion:
- (a) Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
  - (b) Conduct final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed or corrected.
  - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

**C. Limitations of Authority**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

\*All instances in this Exhibit of this capitalized term are as defined in the EJCDC form C-700, copyrighted in 2013.

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## SECTION I – SERVICES OF CONSULTANT

## A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

## B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule and compensation.

## C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

## D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

## SECTION II – CLIENT RESPONSIBILITIES

## A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

## SECTION III – PAYMENTS

## A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices in small claims court or through the American Arbitration Association Construction Industry Rules without the necessity of any mediation proceedings and the Client agrees to be bound by such venue.

## SECTION IV -- GENERAL CONSIDERATIONS

### A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its 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 or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

### B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed one million dollars (\$1,000,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional million dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. 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. The Client agrees that as the Client's sole

and exclusive remedy, 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, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

### D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

## SECTION V -- DISPUTE RESOLUTION

### A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

### B. Litigation -- Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

## SECTION VI -- INTELLECTUAL PROPERTY

### A. Proprietary Information

1. 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 Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

### B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

### C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.