

TO: MAYOR AND CITY COUNCIL

FROM: NEIL JENSEN, City Administrator

SUBJECT: 3rd Street Bridge Engineering Agreement and Goodhue County Agreement

MEETING DATE: October 20, 2020

BACKGROUND:

In order to proceed with the 3rd Street Bridge Project, the City Council will have to approve 2 contracts. The first is a contract with Goodhue County establishing the fees and responsibilities. I have highlighted in the agreement terms the city council should review and discuss. The other contract is with SRF Consulting Engineers which the city is liable for the first \$10,000 in engineering fees. Greg Isakson will be in attendance to discuss these agreements.

Change orders will be a concern for the council. These are not covered in the agreement with Goodhue County and SRF. The State of MN has stated that there is money available for change orders but ultimately it is a city cost if funding isn't available. The feds have said there is \$97,000 available with a 20% match from the state that can cover change orders.

REQUESTED COUNCIL ACTION

Please approve the 3rd Street Bridge Agreements with Goodhue County and SRF Consulting Engineers.

AGREEMENT

This **AGREEMENT** by and between the City of Cannon Falls , Minnesota, a political subdivision of the State of Minnesota, hereinafter referred to as the City, and the County of Goodhue, a political subdivision of the State of Minnesota, hereinafter referred to as the County.

WITNESSETH:

WHEREAS, the City desires to rehabilitate bridge L5391 utilizing State of Minnesota and Federal Funds; and

WHEREAS, the County is designated by the State to be the Agent of the State for the purpose of conveying State and/or Federal funding to the City; and

WHEREAS, the County, as an Agent, is responsible for administrating the project, receiving funding from the State of Minnesota and making the Contract payments to the Contractor and the Consultant.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Minnesota Motor Vehicle Lease Sales Tax (MVLST) and Federal Aid funding is allocated by the Minnesota Department of Transportation (Mn/DOT) for the bridge rehabilitation project, now known as SP 025-597-006.
2. The County shall administer the construction contract for the rehabilitation of bridge L5391 on 3rd Avenue in Cannon Falls, including but not limited to the advertising, letting of bids, negotiation change orders and supplemental agreements, and making payments to the Contractor.
3. County construction technicians are available to establish a survey benchmark and perform other minor construction survey or inspection work at the current charge out rate for the employees and equipment used.
4. The City through its Consultant (SRF) shall be responsible for construction project management and inspection under the direction of a professional engineer, registered and licensed by the State of Minnesota. This includes but is not limited to: contract administration and documentation; construction engineering and inspection; construction design support; material testing; coating inspection; repairing as-built drawings; repair plan modifications; load rating updates; historian construction monitoring and other incidental related tasks.
5. The City is responsible for the first \$10,000 of 'bridge approach' costs.
6. The County will apply for MVLST funds to cover the initial construction project management and inspection costs in excess of \$10,000 (mentioned in paragraph 4) and to cover the initial 'bridge approach' costs in excess of \$10,000 (mentioned in paragraph 5). Federal Bridge funds and MVLST are available to cover the original bid costs of the construction project and the consultant's fees (above the \$20,000 mentioned above) and all funding will flow from the State to the County for payment to the construction contractor and to the Consultant.

7. In summary, the City is responsible for the initial \$10,000 of the above mentioned construction project management and inspection costs, the initial \$10,000 of the 'bridge approach' costs, any work performed by the County's Engineering Technicians, and any other costs of this project not covered by the current State and Federal programs.
8. Once the MVLST grant is approved and the project begins, the County will bill the City for the initial \$10,000 of the construction project management and inspection costs and the initial \$10,000 for 'bridge approach' work. The City shall make payment to the County within 30 days. The monies transferred to the County account shall so state in the records of the County of Goodhue.
9. All aspects of application for Minnesota State Transportation Funds and grant thereof by the State, are the exclusive responsibility of the County, including but not limited to the investment, expenditure, and allocation of such funds. It is specifically agreed that any interest on the investment of such funds is the sole property of the County, to use as the County shall see fit.
10. The City agrees to indemnify and hold harmless the County and all of the County's agents and employees from any and all claims, demands, actions and courses of action of whatever nature or character arising out of the performance of the work described in this Agreement and the City further agrees to defend the County at its sole cost and expense in any action or proceeding commenced for the purpose of asserting any claim which may arise as a result of the performance to this agreement.
11. The County as agent for the City under this Agreement may make changes in the plans on the character of the work and may enter into, for and on behalf of the City, Change Orders and/or Supplemental Agreements with the Contractor for the performance of any extra work or work occasioned by any necessary advantages, or desirable change in plans or construction, if unforeseen circumstances require said action on the part of the County to complete the project. The County will work with the State to acquire addition Federal Bridge and/or MVLST funding, but the availability of those funds is unknown at this time, and if not available, the payment for said work shall be the responsibility of the City.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Recommended for Approval:

Greg Isakson, Goodhue County Engineer

Date

CITY OF CANNON FALLS, MINNESOTA

(Seal)

By _____

Its _____

By _____

Its _____

Date _____

THE COUNTY OF GOODHUE, MINNESOTA

(Seal)

By _____
Chair, Board of County Commissioners

Attest _____
Scott O. Arneson, County Administrator

Date _____

Approved as to Form and Execution:

Bridge No. L5391 Rehabilitation
City of Cannon Falls
SP 025-597-006

Carol Lee, Assistant Goodhue County Attorney

Date



May 19, 2020

Mr. Neil Jensen
City Administrator
City of Cannon Falls
918 River Road
Cannon Falls, MN 55009

Subject: Proposal for Professional Services for Construction Services for the Rehabilitation of Bridge No. L5391 (3rd St. over the Cannon River) in Cannon Falls, MN.

Dear Mr. Jensen:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for the rehabilitation of Bridge No. L5391 including contract administration, construction observation, material testing, historical construction monitoring, and bridge painting.

Scope of Services

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

Assumptions

Assumptions are listed in Attachment B. It is understood that Goodhue County will be providing survey and staking services for the project.

Schedule

We understand that this project will be bid in 2020 and contractor submittal review services will be provided by SRF upon award of the construction contract. We assume 22 weeks of active construction with a substantial completion date of October 1, 2021.

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and

mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be as follows:

Task 1.0	Project Management/Contract Administration	\$59,590
Task 2.0	Construction Observation	\$111,620
Task 3.0	Material Testing/Bridge Painting	\$65,337
Task 4.0	As-Built Plans	\$6,272
Task 5.0	Repair Plan Modifications	\$27,664
Task 6.0	Historian Construction Monitoring	\$15,205
	<u>Reimbursable Expenses</u>	<u>\$9,300</u>
	Total:	\$294,988

Changes in the Scope of Services

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

Standard Terms and Conditions

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

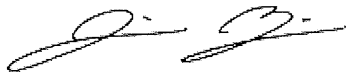
Acceptance/Notice to Proceed

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

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

Sincerely,

SRF CONSULTING GROUP, INC.



Jamison Beisswenger, PE (MN, ND, WI)
Principal

JB/KS/ko

Attachment A: Standard Terms and Conditions
Attachment B: Scope of Services



Kevin Swehla, PE (MN, WI, ND, MO, KS, NE)
Vice President

Approved: (City of Cannon Falls)

(signature)
Name _____
Title _____
Date _____

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

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

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

1. STANDARD OF CARE

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

2. INDEPENDENT CONTRACTOR

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

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

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

5. INSURANCE

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

6. INDEMNIFICATION AND ALLOCATION OF RISK

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

7. TERMINATION OF AGREEMENT

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

8. OWNERSHIP AND REUSE OF DOCUMENTS

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

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

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

11. ASSIGNMENT

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

12. BINDING EFFECT

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

13. SEVERABILITY AND WAIVER OF PROVISIONS

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

14. SURVIVAL

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

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.

17. SITE SAFETY

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

Work Tasks and Person-Hour Estimates

SRF Consulting Group, Inc.

Client: City of Cannon Falls

Project: Bridge L5391 3rd st. over the Cannon River

SP 025-597-006



13647.PP

Subconsultants:

TASK NO.	SUMMARY OF TASKS
1.0	PROJECT MANAGEMENT/CONTRACT ADMINISTRATION
2.0	CONSTRUCTION OBSERVATION
3.0	MATERIAL TESTING/BRIDGE PAINTING
4.0	AS-BUILTS
5.0	REPAIR PLAN MODIFICATIONS
6.0	HISTORIAN CONSTRUCTION MONITORING

Project Overview:

Provide construction contract administration services including: contract administration, construction observation, material testing, Historian construction monitoring, and bridge painting.

Work Tasks and Person-Hour Estimates

SRF Consulting Group, Inc.
 Client: City of Cannon Falls
 Project: Bridge L5391 3rd st. over the Cannon River



13647.PP

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PRIN. TECH	TECHNICAL	CLERICAL	TOTALS	EST. FEE
CONSTRUCTION SERVICES										
Assumptions:										
- 22 weeks of active construction.										
1.0	PROJECT MANAGEMENT/CONTRACT ADMINISTRATION									
1.1	Construction Administration	24	240	0	0	0	0	0	5	269
Assumptions:										
Contract Administration to require 10 hrs per week, average, during active construction and 20 hours prep and final documentation										
Task includes the following items:										
<ul style="list-style-type: none"> - Regular communication with the City throughout the project. - Ensure required submittals are distributed and reviewed within required time allowed. Including contractor compliance with wage and labor provisions. - Lead preconstruction conference - Coordinate and lead weekly progress meetings - Prepare periodic pay request forms - Prepare Change Orders and other written directives, if required. Complete price negotiations with construction contractor, and obtain MnDOT State Aid funding approval. - Prepare letter of final review and acceptance. - Approve shop drawings, material list reports, and all other information on material to be used for construction in accordance with the plans and specifications. 										
1.2	Design Support During Construction	6	120	0	0	0	0	0	0	126
Assumptions:										
- Design support will be provided for shop drawing review, RFIs, technical support during construction, and submittal review.										
- Assumes up to 3 reviews for each submittal listed in the Division SB special provisions.										
Task includes the following items:										
<ul style="list-style-type: none"> - Shop Drawing Review - Technical support and construction contract interpretation 										
SUBTOTAL - TASK 1										
		30	360	0	0	0	0	0	5	\$59,590
2.0	CONSTRUCTION OBSERVATION									
2.1	Construction Observation	40	0	0	0	730	0	0	0	770
Assumptions:										
- Construction inspection assumed to be 40 hours/week for 11 weeks and 30 hours/week for 7 weeks, 10 hours/week for 4 weeks and 40 hours for preparation and final documentation										
Task includes the following items:										

Work Tasks and Person-Hour Estimates

SRF Consulting Group, Inc.
 Client: City of Cannon Falls
 Project: Bridge L5391 3rd st. over the Cannon River



TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR_ASSOC.	ASSOCIATE	SR_PROJ.	PRIN_TECH	TECHNICAL	CLERICAL	TOTALS	EST_FEE
	<ul style="list-style-type: none"> - Perform observation and keep daily records of the construction activities of the Contractor operations - Perform field measurements for use in the measurement of quantities and preparation of record plans. - Arrange for construction staking as required by the Contractor's progress. - Upon substantial completion, prepare the "punch list." - Coordinate and review the testing of materials. - Prepare the final inspection letter - Provide construction photo documentation in digital, date stamped, and cataloged format showing detailed conditions of the construction progress. - Review and enforce daily traffic control inspection reports/devices for conformance with the MnMUTCD. - Review erosion control devices and contractor erosion control inspection reports for conformance with the contract documents and MPCA. - Review compliance with ADA and PROWAG requirements during construction of applicable facilities. 	40	0	0	0	0	730	0	770	\$111,620
	SUBTOTAL - TASK 2	8	0	0	0	0	0	0	8	\$1,592
3.0	MATERIAL TESTING/BRIDGE PAINTING Tasks to be performed by Braun Intersec. Costs listed under subconsultants. Time is for management/coordination with subconsultants.									
3.1	Soil Related Testing Services <ul style="list-style-type: none"> - Perform nuclear gauge density tests on abutment backfill materials. - Perform moisture content tests at time of compaction on abutment backfill, materials. 									
3.2	Concrete Field Testing Services Assumptions: <ul style="list-style-type: none"> - Costs associated with appropriate disposal of excess concrete (and associated wash water) are by others - A two person crew will be required onsite for the deck pour. Task Includes the following items: <ul style="list-style-type: none"> - Sample and test the plastic concrete for slump, air content, temperature prior to placement. - Perform volumetric air content testing on the lightweight aggregate concrete deck. 									

SRF Consulting Group, Inc. Work Tasks and Person-Hour Estimates

Client: City of Cannon Falls
 Project: Bridge L5391 3rd st. over the Cannon River



TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PRIN. TECH	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	<ul style="list-style-type: none"> - Prepare 4-inch by 8-inch cylinders for compressive strength testing. At a minimum a set of three cylinders will be tested at 28 days for each set cast. We have included an additional two cylinders per set for the 3B52 mix and the lightweight concrete mix to be tested as needed. If additional field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in Braun's cost estimate. - Prepare three 6-inch by 12-inch cylinders for dry unit weight testing for the lightweight concrete mix. Laboratory test the cylinders per ASTM C567 - Perform concrete ready-mix batch plant inspections which include periodic observations of plant operations, collecting and submitting aggregate samples, cement samples and admixture samples for testing. Review and periodically observe contractor's quality control gradation and moisture testing of coarse and fine aggregates. Perform concrete plant monitoring per MNDOT 2461 specification. - Perform coarse and fine aggregate verification gradation tests. Compare agency test results with contractor's test results for compliance with MndOT 2461 specification. 									
3.3	<p>Coating Inspection Services</p> <ul style="list-style-type: none"> - Attend an initial meetings with facilities representatives to obtain all existing, applicable documentation from the Pre-job meetings. This may include, but not be limited to, project schedule, project specifications, material product data sheets, quality control data, substrate cleaning methods, lead remediation-cleaning materials and procedures used during and after the coating activities were completed. - Provide independent third party Quality Assurance personnel for all inspection and evaluation activities. Provide a Braun Intertec NACE certified LVII/SSPC C3 trained inspector to perform critical phase QA inspections at intervals described in the Contract documents. - Witness random, *Critical phase specification required physical testing. Identify and document necessary activities and areas identified for testing. This would include, but not be limited to, pictorially documenting and mapping out test or remediation areas (may be client specific). - Identify any destructive or nondestructive test methods necessary to properly evaluate any current or previously unidentified problematic conditions. - Provide the client with an Engineer reviewed final report including all pictorial documentation taken during the project. 									
	SUBTOTAL - TASK 3	8	0	0	0	0	0	0	8	\$1,592
4.0	<p>AS-BUILTS</p> <ul style="list-style-type: none"> - Obtain record information from field representatives - Prepare record drawings - Submit copies of record drawings to the City 	0	4	0	0	40	0	0	44	\$6,272

Work Tasks and Person-Hour Estimates



SRF Consulting Group, Inc.
 Client: City of Cannon Falls
 Project: Bridge L5391 3rd st. over the Cannon River

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PRIN. TECH	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	SUBTOTAL - TASK 4	0	4	0	0	40	0	0	44	\$6,272
5.0	REPAIR PLAN MODIFICATIONS									
5.1	Repair Plan Modifications - Modify or add up to 4 repairs locations for deterioration uncovered during construction not able to be observed during previous inspections. - Provide quality control checks of all details and calculations to ensure structural soundness. - Provide modified plan details for inclusion into the as-built drawings. - Coordinate modifications with the bridge historian per task 6.0 to ensure they are compatible with SOI standards.	40	60	0	0	40	0	0	140	\$22,520
5.2	Load Rating Update - Recalculate a bridge load rating for any deterioration observed during construction not found in previous inspections. - Ratings will be calculated in accordance with AASHTO's Manual for Bridge Evaluation and MnDOT's Bridge Load Rating and Evaluation Manual - Ratings will be calculated in accordance with AASHTO's Manual for Bridge Evaluation and MnDOT's Bridge Load Rating and Evaluation Manual. - Provide updated rating forms to the Program Administrator and MnDOT State Aid Bridge Office.	8	24	0	0	0	0	0	32	\$5,144
	SUBTOTAL - TASK 5	48	84	0	0	40	0	0	172	\$27,664
6.0	HISTORIAN CONSTRUCTION MONITORING Tasks to be performed by Gemini Research. Costs listed under subconsultants. Time is for management/coordination with subconsultants.	8	0	0	0	0	0	0	8	\$1,592
6.1	Construction Monitoring - Secure the services of a Project Historian that meets the SOI Standards for a Historian (36 CFR 61) to work with the Engineer to help assure ongoing compliance with the SOI Standards and Guidelines to help preserve the bridge's historic integrity. The Special Provisions identify specific points during construction that require cultural resources consultation. In addition, there may be other situations that arise that will require consultation with the historian. Historian will maintain close communication with Engineer throughout the project.									
6.2	Prepare Local Historic Bridge Report Addendum - Secure the services of a Project Historian to work with the Engineer to complete a post-rehabilitation Addendum to MnDOT's Local Historic Bridge Report.	8	0	0	0	0	0	0	8	\$1,592
	SUBTOTAL - TASK 6	8	0	0	0	0	0	0	8	\$1,592

SRF Consulting Group, Inc.

Client: City of Cannon Falls
 Project: Bridge L5391 3rd st. over the Cannon River

Work Tasks and Person-Hour Estimates



13647.PP

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PRIN. TECH	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	TOTAL ESTIMATED PERSON-HOURS	134	448	0	0	810	0	5	1397	
	AVERAGE HOURLY BILLING RATES	\$199	\$148	\$158	\$126	\$142	\$108	\$68		\$208,330
	ESTIMATED LABOR AND OVERHEAD	\$26,686	\$66,304	\$0	\$0	\$115,020	\$0	\$340		\$86,658
	ESTIMATED DIRECT NON-SALARY EXPENSES									
	TOTAL ESTIMATED FEE									\$294,988

SRF Consulting Group, Inc.

Client: City of Cannon Falls
 Project: Bridge L5391, 3rd st. over the Cannon River

Work Tasks and Person-Hour Estimates



13647.PP

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PRIN. TECH	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	ESTIMATE OF DIRECT NON-SALARY EXPENSES:									
	MILEAGE:									
	REPRODUCTION:									
	SUBCONSULTANTS:									
		Personal Vehicles		16000	Miles @	\$0.575				\$9,200
		Copy Duplication		1000	Copies @	\$0.10				\$100
		Gemini Research								\$13,613
		Braun Intertec (testing)								\$13,825
		Braun Intertec (bridge painting)								\$49,920
										<u>\$86,658</u>
	ESTIMATED DIRECT NON-SALARY EXPENSES									



October 14, 2020

Mr. Neil Jensen
City Administrator
City of Cannon Falls
918 River Road
Cannon Falls, MN 55009

Subject: Proposal for Professional Services for Construction Services for the Rehabilitation of Bridge No. L5391 (3rd St. over the Cannon River) in Cannon Falls, MN.

Dear Mr. Jensen:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for the rehabilitation of Bridge No. L5391 including contract administration, construction observation, material testing, historical construction monitoring, and bridge painting.

Scope of Services

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

Assumptions

Assumptions are listed in Attachment B. It is understood that Goodhue County will be providing survey and staking services for the project.

Schedule

We understand that this project will be bid in 2020 and contractor submittal review services will be provided by SRF upon award of the construction contract. We assume 22 weeks of active construction with a substantial completion date of October 1, 2021.

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and

mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be as follows:

Task 1.0	Project Management/Contract Administration	\$59,590
Task 2.0	Construction Observation	\$111,620
Task 3.0	Material Testing/Bridge Painting	\$65,337
Task 4.0	As-Built Plans	\$6,272
Task 5.0	Repair Plan Modifications	\$27,664
Task 6.0	Historian Construction Monitoring	\$15,205
	Reimbursable Expenses	\$9,300
Total:		\$294,988

SRF understands that Motor Vehicle License Sales Tax (MVLST) funds of \$294,988 have been secured by Goodhue County to cover costs for construction engineering services and that payment will be made directly by Goodhue County. Should additional services be required, resulting in costs exceeding \$294,988, SRF understands that the County will attempt to secure addition MVLST funds, but any costs in excess of these funds will be the responsibility of the City.

In the event of nonpayment by Goodhue County, The City of Cannon Falls assumes all responsibility for payment to SRF.

Changes in the Scope of Services

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

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), and Scope of Services (Attachment B), together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or

oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

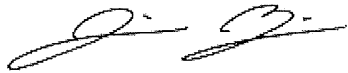
Acceptance/Notice to Proceed

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

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

Sincerely,

SRF CONSULTING GROUP, INC.



Jamison Beisswenger, PE (MN, ND, WI)
Principal



Kevin Swehla, PE (MN, WI, ND, MO, KS, NE)
Vice President

JB/KS/ko

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Approved: (City of Cannon Falls)

(signature)

Name _____

Title _____

Date _____

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

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

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

1. STANDARD OF CARE

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

2. INDEPENDENT CONTRACTOR

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

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

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

5. INSURANCE

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

6. INDEMNIFICATION AND ALLOCATION OF RISK

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

7. TERMINATION OF AGREEMENT

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

8. OWNERSHIP AND REUSE OF DOCUMENTS

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

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

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

11. ASSIGNMENT

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

12. BINDING EFFECT

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

13. SEVERABILITY AND WAIVER OF PROVISIONS

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

14. SURVIVAL

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

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.

17. SITE SAFETY

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