

***Public Works Committee
Meeting Agenda
January 10, 2022 5:30 p.m.
City Council Chambers – Thurber Building***

1. January 10, 2022 / 5:30 p.m. City Council Chambers Thurber Community Building
2. Consider Wideseth proposals:
 - A. Storm sewer projects in West Chatfield
 - B. Storm Sewer project on Bench Street
 - C. GIS Map Project
3. Consider energy audit report that was completed on the water system (wells & booster station).
4. Requote for Dog Pound Roof
5. Update on Main St cable form Jac's to Paw Print building.
6. Update re Lead & Copper Rule

January 4, 2022

WIDSETH

City of Chatfield
Attn: Joel Young, City Clerk
21 Second Street SE
Chatfield, MN 55923
507-867-1518
jyoung@ci.chatfield.mn.us

Rochester
3777 40th Avenue NW
Suite 200
Rochester MN 55901
507.292.8743
Rochester@Widseth.com
Widseth.com

**RE: Confirmation of Request for Engineering Services
West Chatfield Drainage Improvements – Hill Street, Hawkeye Street and Sunset Lane SW**

Dear Mr. Young:

In response to your request, we are pleased to submit our proposal to provide professional design and construction administration services for the proposed West Chatfield Drainage Improvement project. Our proposal includes preliminary and final design, advertising/bidding assistance, contract administration and partial construction observation services.

Background Information

The east drainage ditch of Hill Street, south of Hawkeye Street, has a drainage area of approximately 13 acres. The stormwater run-off from the east drainage ditch is conveyed through two culverts under Hill Street and is directed west through the existing residential lots. The stormwater run-off meanders through the West Chatfield subdivision west of Sunset Lane SW, towards the County Road 2 east drainage ditch, north under Root River Street SW and ultimately discharges into the Root River, North Branch.

Proposed Improvements

Significant erosion has taken place along Hill Street, particularly west of the southern culvert. To limit the potential for erosion and to better protect the properties west of Hill Street it is proposed to collect the stormwater run-off from the Hill Street east drainage ditch and convey it through storm sewer. The proposed storm sewer system will consist of catch basins and/or culvert inlets on the east side of Hill Street that will capture the stormwater run-off from the approximate 13 acre drainage area east of Hill Street along with storm sewer that will be installed along Hill Street, west on Hawkeye Street, south on Sunset Lane SW and west into the existing drainage swale west of Sunset Lane SW. An exhibit showing the proposed storm sewer system is included with our proposal.

Based upon our understanding of the project, our proposed scope of services is as follows:

Preliminary and Final Design Services:

WiDSETH proposes to perform preliminary and final design services. Items included with the proposal are:

- Preliminary site visit and meeting with staff to discuss project requirements and needs.
- Topographic survey within the project area
- Preparation of project plans and specifications
- Preparation of contract documents.

Advertising and Bidding Assistance:

WiDSETH proposes to assist the City with advertising and bidding the project in accordance with Uniform Contracting Law requirements. Items included in this proposal are:

- Assistance with advertising the project on QuestCDN and the local paper (if required).
- Answer bidder questions and prepare necessary addenda.
- Assist with the bid opening, prepare tabulation of bid results, evaluate bids and issue a recommendation on award of the project.

Construction Administration:

WiDSETH will provide construction administration services during the construction phase of the project. Items included in our proposed scope of services are as follows:

- Prepare and assist with the execution of the contract documents.
- Facilitate a pre-construction conference.
- Review contractor submittals.
- Facilitate progress meetings.
- Prepare pay estimates.
- Evaluate and prepare change orders.

Construction Observation and Staking:

WiDSETH will provide partial construction observation services during the critical phases of construction. Items included in our proposed scope of services are as follows:

- Perform construction observation during critical phases of the project.
- Prepare daily and weekly observation reports when providing on-site observation.
- Coordinate and review proposed materials.
- Provide construction staking for the removal and the proposed storm sewer system.
- Develop final punch list and monitor completion of corrective work.
- Complete final inspection and assist with project closeout.

WiDSETH proposes to perform the services described above on an hourly basis, in accordance with the applicable attached fee schedules, for the estimated amount of \$25,240.

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

We realize this is an important project for the City of Chatfield, and for that reason, we welcome the opportunity to sit down with you and your staff to go over this proposal and review the approach and work tasks we have listed. If necessary, we will revise the proposal to better conform to the needs of the City for this project.

January 4, 2022
West Chatfield Drainage Improvement Project
City of Chatfield

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

Sincerely,
Widseth Smith Nolting & Associates, Inc.



Craig Britton, P.E.

.....

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

By: _____

Date _____

West Chatfield

Installation of Storm Sewer Along Hill Street SW and Hawkeye Street SW

— Proposed
Storm Sewer



Hill Street Drainage Improvements
West Chatfield

Engineer's Estimate

11/3/2021

West Chatfield Stormwater Improvements - Proposed Storm Sewer Along Hill Street and Hawkeye Street SW					
BID NO.	ITEM	TOTAL QTY	UNIT	UNIT PRICE	TOTAL COST
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2	Clearing and Grubbing	1	LS	\$ 2,500.00	\$ 2,500.00
3	Remove Bituminous Pavement	1212	Sq Yd	\$ 5.25	\$ 6,363.00
4	Remove Storm Sewer	110	Lin Ft	\$ 10.00	\$ 1,100.00
5	Common Borrow	140	Cu Yd	\$ 19.50	\$ 2,730.00
6	Bituminous Pavement (3.5")	230	Ton	\$ 110.00	\$ 25,300.00
7	Connect to Existing Storm Sewer	1	Each	\$ 750.00	\$ 750.00
8	Construct Drainage Structure Design 48-4020	8	Each	\$ 3,350.00	\$ 26,800.00
9	18" RC Apron with Safety Grate	3	Each	\$ 1,650.00	\$ 4,950.00
10	24" RC Apron with Safety Grate	1	Each	\$ 2,600.00	\$ 2,600.00
11	18" RC Pipe Sewer Des 3006 CL III	935	Lin Ft	\$ 68.00	\$ 63,580.00
12	24" RC Pipe Sewer Des 3006 CL III	30	Lin Ft	\$ 95.00	\$ 2,850.00
13	Random Rip Rap Class III	12	Cu Yd	\$ 65.00	\$ 780.00
14	Silt Fence, Type Heavy Duty	550	Lin Ft	\$ 2.75	\$ 1,512.50
15	Seed / Mulch	1.00	Acre	\$ 2,500.00	\$ 2,500.00
16	Erosion Control Blanket	1180	Sq Yd	\$ 2.25	\$ 2,655.00
17	Erosion Control Supervisor	1	LS	\$ 2,000.00	\$ 2,000.00
Total Estimated Construction Cost				\$	153,970.50
Engineering, Administration and Contingencies (25%)				\$	38,492.63
Estimated Project Total				\$	192,463.13

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 & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH 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 WIDSETH.

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. WIDSETH 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 WIDSETH have an understanding of the expected work to be performed.

If WIDSETH 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 WIDSETH

A. Compensation to WIDSETH 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 WIDSETH's services shall apply to all or parts of a work scope where WIDSETH'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 WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH'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, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH 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 WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH 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 WIDSETH.
 - (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 WIDSETH 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 WIDSETH 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. WIDSETH 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, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH 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 WIDSETH's resumption of services, the time for performance of WIDSETH'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 WIDSETH. 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 WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH 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, WIDSETH 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 WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH 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, WIDSETH 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 WIDSETH 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 WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH 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 WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH 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 WIDSETH. 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, WIDSETH 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 WIDSETH 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 WIDSETH.

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

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 WIDSETH's services.
3. Furnish, as required for performance of WIDSETH'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 WIDSETH 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 WIDSETH, 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 WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
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 WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH 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 WIDSETH do not include identification of asbestos or pollution, and WIDSETH 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 WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH 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 WIDSETH'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 WIDSETH and WIDSETH'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 WIDSETH. 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 WIDSETH 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. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH 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 WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH 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 WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH 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 WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH 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, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, 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 WIDSETH, 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 WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH 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. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH'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 WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH'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 WIDSETH 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, WIDSETH 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 RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH'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, WIDSETH 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 WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH 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. WIDSETH 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 WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH 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 WIDSETH 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

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

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, 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 WIDSETH 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

WIDSETH 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, WIDSETH 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 WIDSETH 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 WIDSETH 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 WIDSETH or CLIENT. WIDSETH'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 WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH'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 WIDSETH, a Minnesota corporation, and not against any of WIDSETH'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 WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH 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 WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed \$10,000 or WIDSETH's total fee received for services rendered on this project, whichever is greater. 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

WIDSETH 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 WIDSETH. 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 WIDSETH 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 4, 2022

WIDSETH

City of Chatfield
Attn: Joel Young, City Clerk
21 Second Street SE
Chatfield, MN 55923
507-867-1518
jyoung@ci.chatfield.mn.us

Rochester
3777 40th Avenue NW
Suite 200
Rochester MN 55901
507.292.8743
Rochester@Widseth.com
Widseth.com

**RE: Confirmation of Request for Engineering Services
Bench Street Drainage Improvements – South of 6th Street SW**

Dear Mr. Young:

In response to your request, we are pleased to submit our proposal to provide professional design and construction administration services for the proposed Bench Street Drainage Improvement project. Our proposal includes preliminary and final design, advertising/bidding assistance, contract administration and partial construction observation services.

Background Information

There is an existing storm sewer system at the intersection of Bench Street and 6th Street SW that outlets approximately 80 ft south of 6th Street SW. The stormwater run-off is directed south to 7th Street SW through a grassed drainage swale and is conveyed under 7th Street SW through an existing culvert. Stormwater run-off is then conveyed through a short grassed drainage swale south of the 7th Street SW culvert to an existing private culvert that was recently installed on the Haukom property. The ultimate discharge point of the stormwater run-off from a good portion of the southwest portion of the City is the Root River, North Branch.

Proposed Improvements

The existing grassed drainage swales south of 6th Street SW have eroded, both in the swale bottom and side slopes. Maintenance of the swales is difficult since there is limited access to the drainage swales. Proposed improvements include installing approximately 565 LF of storm sewer in the location of the existing drainage swales. The installation of the storm sewer will reduce the potential for erosion and will drastically improve the aesthetics through the properties that contain the existing drainage swales. With the installation of the storm sewer the existing drainage swales can be filled in and seeded which will expand the mowable areas for the property owners within the project area. An exhibit showing the proposed storm sewer system is included with our proposal.

Based upon our understanding of the project, our proposed scope of services is as follows:

Preliminary and Final Design Services:

WIDSETH proposes to perform preliminary and final design services. Items included with the proposal are:

- Preliminary site visit and meeting with staff to discuss project requirements and needs.
- Topographic survey within the project area.
- Preparation of project plans and specifications.
- Preparation of contract documents.

Advertising and Bidding Assistance:

WiDSETH proposes to assist the City with advertising and bidding the project in accordance with Uniform Contracting Law requirements. Items included in this proposal are:

- Assistance with advertising the project on QuestCDN and the local paper (if required).
- Answer bidder questions and prepare necessary addenda.
- Assist with the bid opening, prepare tabulation of bid results, evaluate bids and issue a recommendation on award of the project.

Construction Administration:

WiDSETH will provide construction administration services during the construction phase of the project. Items included in our proposed scope of services are as follows:

- Prepare and assist with the execution of the contract documents.
- Facilitate a pre-construction conference.
- Review contractor submittals.
- Facilitate progress meetings.
- Prepare pay estimates.
- Evaluate and prepare change orders.

Construction Observation and Staking:

WiDSETH will provide partial construction observation services during the critical phases of construction. Items included in our proposed scope of services are as follows:

- Perform construction observation during critical phases of the project.
- Prepare daily and weekly observation reports when providing on-site observation.
- Coordinate and review proposed materials.
- Provide construction staking for the removals and the proposed storm sewer system.
- Develop final punch list and monitor completion of corrective work.
- Complete final inspection and assist with project closeout.

WiDSETH proposes to perform the services described above on an hourly basis, in accordance with the applicable attached fee schedules, for the estimated amount of \$22,130.

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

We realize this is an important project for the City of Chatfield, and for that reason, we welcome the opportunity to sit down with you and your staff to go over this proposal and review the approach and work tasks we have listed. If necessary, we will revise the proposal to better conform to the needs of the City for this project.

January 4, 2022
Bench Street Drainage Improvement Project
City of Chatfield

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

Sincerely,
Widseth Smith Nolting & Associates, Inc.

A handwritten signature in black ink, appearing to read "Craig Britton".

Craig Britton, P.E.

.....

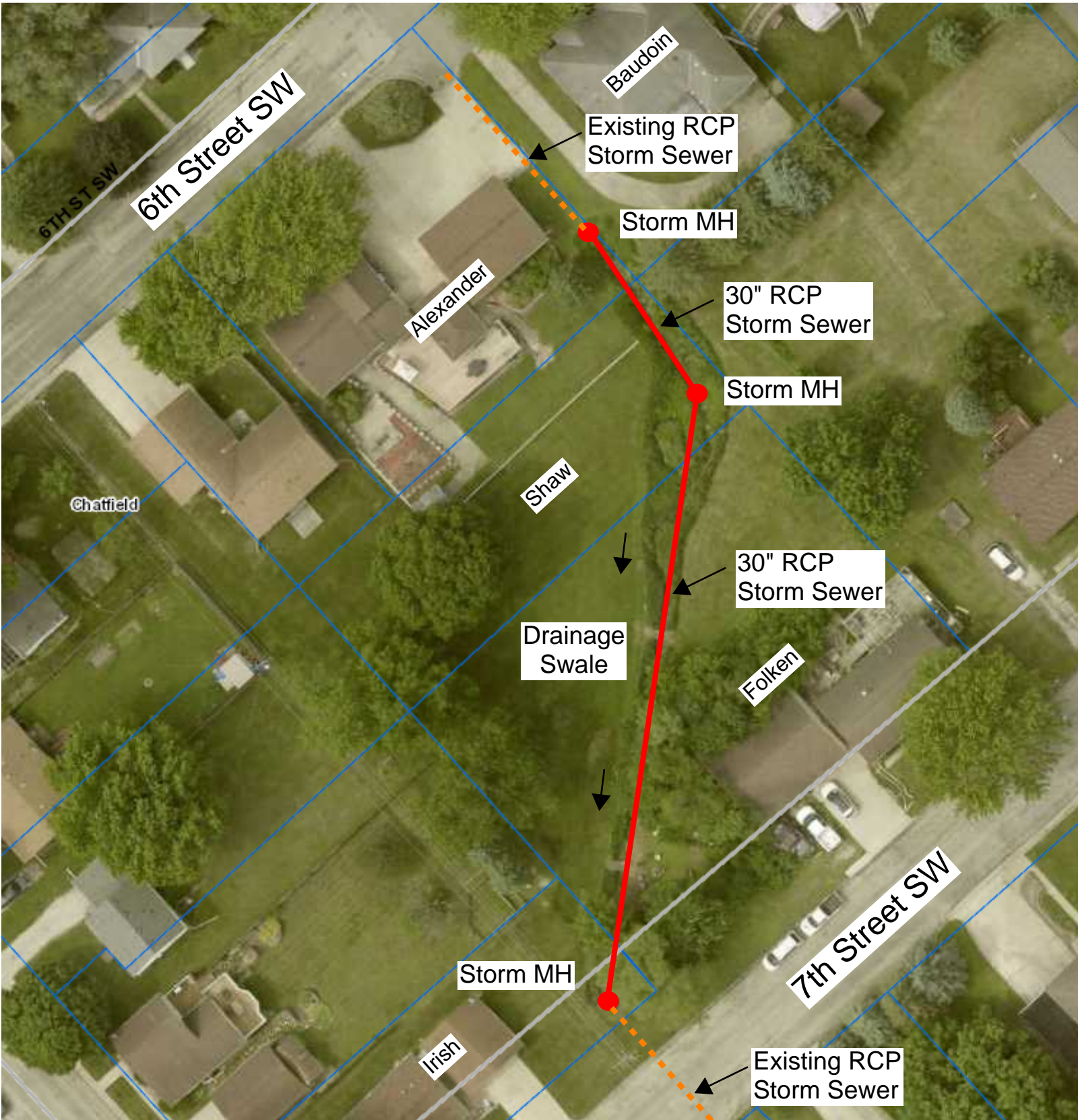
Accepted by the City of Chatfield: The above proposal and attached General Provisions of Professional Services Agreement are satisfactory and WIDSETH is authorized to do the work as specified. Payment will be made monthly in accordance with the terms on the fee schedule.

By: _____

Date _____

Proposed Stormwater Improvements South of Bench Street Between 6th Street SW and 7th Street SW

Segment A - Estimated Cost = \$79,898.44



Proposed Stormwater Improvements South of 7th Street SW



Proposed Stormwater Improvements

South of Bench Street - Between 6th Street SW and 7th Street SW

Engineer's Estimate

11/3/2021

Segment A - Proposed work includes installing 30" RCP Storm Sewer in the Existing Drainage Swale

BID NO.	ITEM	TOTAL QTY	UNIT	UNIT PRICE	TOTAL COST
1	Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00
2	Clearing and Grubbing	1	LS	\$ 1,500.00	\$ 1,500.00
3	Common Borrow	380	Cu Yd	\$ 19.50	\$ 7,410.00
4	Connect to Existing Storm Sewer	2	Each	\$ 750.00	\$ 1,500.00
5	Construct Drainage Structure Design 60-4020	3	Each	\$ 4,200.00	\$ 12,600.00
6	30" RC Pipe Sewer Des 3006 CL III	310	Lin Ft	\$ 105.00	\$ 32,550.00
7	Silt Fence, Type Heavy Duty	435	Lin Ft	\$ 2.75	\$ 1,196.25
8	Seed / Mulch	0.50	Acre	\$ 2,500.00	\$ 1,250.00
9	Erosion Control Blanket	850	Sq Yd	\$ 2.25	\$ 1,912.50
10	Erosion Control Supervisor	1	LS	\$ 1,500.00	\$ 1,500.00

Total Estimated Construction Cost \$ 63,918.75

Engineering, Administration and Contingencies (25%) \$ 15,979.69

Estimated Project Total Between 6th St SW and 7th St SW \$ 79,898.44

South of 7th Street SW

Segment B - Proposed work includes installing 30" RCP Storm Sewer in the Ex Drainage Swale (24" HDPE Remains)

BID NO.	ITEM	TOTAL QTY	UNIT	UNIT PRICE	TOTAL COST
1	Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00
2	Clearing and Grubbing	1	LS	\$ 3,000.00	\$ 3,000.00
3	Common Borrow	180	Cu Yd	\$ 19.50	\$ 3,510.00
4	Connect to Existing Storm Sewer	2	Each	\$ 750.00	\$ 1,500.00
5	Construct Drainage Structure Design 60-4020	2	Each	\$ 4,200.00	\$ 8,400.00
6	30" RC Pipe Sewer Des 3006 CL III	55	Lin Ft	\$ 105.00	\$ 5,775.00
7	Silt Fence, Type Heavy Duty	120	Lin Ft	\$ 2.75	\$ 330.00
8	Seed / Mulch	0.25	Acre	\$ 2,500.00	\$ 625.00
9	Erosion Control Blanket	650	Sq Yd	\$ 2.25	\$ 1,462.50
10	Erosion Control Supervisor	1	LS	\$ 1,500.00	\$ 1,500.00

Total Estimated Construction Cost \$ 28,602.50

Engineering, Administration and Contingencies (25%) \$ 7,150.63

Estimated Project Total from 7th St SW to Existing 24" HDPE Storm Sewer \$ 35,753.13

Segment C - Proposed work includes replacing existing 24" HDPE with 30" RCP Storm Sewer

BID NO.	ITEM	TOTAL QTY	UNIT	UNIT PRICE	TOTAL COST
1	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00
2	Clearing and Grubbing	1	LS	\$ 500.00	\$ 500.00
3	Common Borrow	60	Cu Yd	\$ 19.50	\$ 1,170.00
4	Connect to Existing Storm Sewer	1	Each	\$ 750.00	\$ 750.00
5	F&I 30" RC Apron with Safety Grate	1	Each	\$ 2,850.00	\$ 2,850.00
6	30" RC Pipe Sewer Des 3006 CL III	200	Lin Ft	\$ 105.00	\$ 21,000.00
7	F&I Rip Rap Class III	18	Cu Yd	\$ 65.00	\$ 1,170.00
8	Silt Fence, Type Heavy Duty	240	Lin Ft	\$ 2.75	\$ 660.00
9	Seed / Mulch	0.25	Acre	\$ 2,500.00	\$ 625.00
10	Erosion Control Blanket	555	Sq Yd	\$ 2.25	\$ 1,248.75
11	Erosion Control Supervisor	1	LS	\$ 1,500.00	\$ 1,500.00

Total Estimated Construction Cost \$ 32,973.75

Engineering, Administration and Contingencies (25%) \$ 8,243.44

Estimated Project Total to Replace Existing 24" HDPE with 30" RCP Storm Sewer \$ 41,217.19

Estimated Project Total South of 7th Street SW \$ 76,970.31

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 & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH 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 WIDSETH.

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. WIDSETH 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 WIDSETH have an understanding of the expected work to be performed.

If WIDSETH 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 WIDSETH

A. Compensation to WIDSETH 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 WIDSETH's services shall apply to all or parts of a work scope where WIDSETH'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 WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH'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, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH 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 WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH 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 WIDSETH.
 - (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 WIDSETH 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 WIDSETH 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. WIDSETH 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, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH 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 WIDSETH's resumption of services, the time for performance of WIDSETH'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 WIDSETH. 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 WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH 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, WIDSETH 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 WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH 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, WIDSETH 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 WIDSETH 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 WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH 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 WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH 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 WIDSETH. 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, WIDSETH 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 WIDSETH 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 WIDSETH.

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

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 WIDSETH's services.
3. Furnish, as required for performance of WIDSETH'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 WIDSETH 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 WIDSETH, 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 WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
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 WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH 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 WIDSETH do not include identification of asbestos or pollution, and WIDSETH 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 WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH 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 WIDSETH'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 WIDSETH and WIDSETH'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 WIDSETH. 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 WIDSETH 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. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH 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 WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH 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 WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH 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 WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH 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, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, 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 WIDSETH, 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 WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH 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. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH'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 WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH'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 WIDSETH 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, WIDSETH 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 RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH'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, WIDSETH 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 WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH 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. WIDSETH 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 WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH 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 WIDSETH 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

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

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, 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 WIDSETH 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

WIDSETH 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, WIDSETH 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 WIDSETH 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 WIDSETH 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 WIDSETH or CLIENT. WIDSETH'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 WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH'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 WIDSETH, a Minnesota corporation, and not against any of WIDSETH'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 WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH 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 WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed \$10,000 or WIDSETH's total fee received for services rendered on this project, whichever is greater. 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

WIDSETH 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 WIDSETH. 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 WIDSETH 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.**

CONFIRMATION OF REQUEST FOR GIS SERVICES

CLIENT: City of Chatfield

SERVICE REQUESTED BY: Joel Young

DATE: Jan 5, 2022

PROJECT: 2022 Chatfield GIS Implementation Services

DESCRIPTION OF WORK INVOLVED: Widseth Smith Nolting & Associates (Widseth) will assist the City in the procurement and setup of their own cloud-based Geographic Information System (GIS) site (via ESRI's ArcGIS On-Line (AGOL) service). Widseth will compile and review existing GIS datasets from the City and other sources (parcels, roadways, zoning, etc) and upload appropriate data to the site. The primary mapping application will include 'Print' and 'Proximity' tools and existing datasets for users. Widseth will create a map and dataset for field collection. Once the site is completed, Widseth will conduct an on-site training at the City office or remotely via web (pending COVID-19 guidance & City comfort). The amount of yearly, licensed 'Users' is determined by the City and can be added-to/alterd at any time through your contract with ESRI. One 'Creator' license is required, and additional licenses should be based on needs.

ESTIMATED PROJECT COSTS:

GIS Implementation (Widseth fees)

AGOL license procurement, site setup & on-site training	\$2,100
Existing data acquisition, conversions, and development	<u>\$2,600</u>
Estimated GIS Implementation Cost	\$4,700

ArcGIS Online Subscriptions (annual license fees via Esri)

Creator license (site administrator - required)	\$500
Field Worker license (edit, collect)	\$350/each
Viewer license (view maps/data only)	\$100/each

Additional GIS services

GIS database edits/creation/analysis	hourly rates
Paper and pdf map creation/plotting	hourly rates

TIME SCHEDULE FOR SERVICES: Begin work upon request

CONFIRMATION OF REQUEST FOR GIS SERVICES

ATTACHMENTS:

2022 Widseth Fee Schedule

BILLING METHOD:

- (X) Hourly + Expenses
() Lump Sum
() Other

BILLING SCHEDULE:

- (X) Monthly
() Phased
() Upon Completion

GIS REMARKS: Widseth will work on the core elements of the AGOL site (users, groups, administrative rights/security), uploading feature datasets as services, and building maps/applications. We will help the City when deciding on quantity and type of subscriptions: Creator (Administrator, data collection, edit, view) \$500, Field Worker (data collection, edit, view) \$350 and Viewer (map/data viewing only) \$100.

Widseth will provide training to City staff once the site is complete. This will consist of a presentation of AGOL and the site's current capabilities. We will also show examples of additional features used by other Cities if desired. We will provide hands-on training using your own equipment.

Work will be done at Widseth's hourly rates per the attached 2022 fee schedule for any additional work. See attached General Provisions of Professional Services Agreement.


WIDSETH agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

**SUBMITTED:
WIDSETH**

BY:


Mark Reineke, CMS, GISP – Geographer

BY:


Craig Britton, PE - Vice President

APPROVED:

City of Chatfield

BY:

City Clerk

DATE:

2022 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer	
Level I	\$125 / Hour
Level II	\$148 / Hour
Level III	\$172 / Hour
Level IV	\$180 / Hour
Level V	\$195 / Hour
Technician	
Level I	\$ 82 / Hour
Level II	\$105 / Hour
Level III	\$122 / Hour
Level IV	\$137 / Hour
Level V	\$153 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$130 / Hour
Marketing Specialist	\$120 / Hour
Funding Specialist	\$100 / Hour
Administrative Assistant	\$ 75 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$80 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$75 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

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 & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH 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 WIDSETH.

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. WIDSETH 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 WIDSETH have an understanding of the expected work to be performed.

If WIDSETH 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 WIDSETH

A. Compensation to WIDSETH 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 WIDSETH's services shall apply to all or parts of a work scope where WIDSETH'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 WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH'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, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH 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 WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH 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 WIDSETH.
 - (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 WIDSETH 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 WIDSETH 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. WIDSETH 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, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH 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 WIDSETH's resumption of services, the time for performance of WIDSETH'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 WIDSETH. 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 WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH 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, WIDSETH 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 WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH 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, WIDSETH 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 WIDSETH 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 WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH 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 WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH 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 WIDSETH. 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, WIDSETH 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 WIDSETH 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 WIDSETH.

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

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 WIDSETH's services.
3. Furnish, as required for performance of WIDSETH'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 WIDSETH 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 WIDSETH, 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 WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
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 WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH 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 WIDSETH do not include identification of asbestos or pollution, and WIDSETH 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 WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH 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 WIDSETH'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 WIDSETH and WIDSETH'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 WIDSETH. 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 WIDSETH 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. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH 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 WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH 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 WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH 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 WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH 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, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, 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 WIDSETH, 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 WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH 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. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH'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 WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH'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 WIDSETH 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, WIDSETH 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 RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH'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, WIDSETH 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 WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH 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. WIDSETH 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 WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH 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 WIDSETH 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

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

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, 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 WIDSETH 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

WIDSETH 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, WIDSETH 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 WIDSETH 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 WIDSETH 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 WIDSETH or CLIENT. WIDSETH'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 WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH'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 WIDSETH, a Minnesota corporation, and not against any of WIDSETH'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 WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH 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 WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed \$10,000 or WIDSETH's total fee received for services rendered on this project, whichever is greater. 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

WIDSETH 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 WIDSETH. 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 WIDSETH 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.**

MEMORANDUM

TO: CHATFIELD CITY COUNCIL
FROM: RYAN PRIEBE, WATER SUPERINTENDENT
SUBJECT: ENERGY EFFICIENCY AUDIT
DATE: 7/13/2021

I recently had an energy audit from Minnesota Rural Water Association. Here are the findings. We found that Well #3 was running the most efficient that the motor and pump can run already. The booster station needed some adjustments. Which we did and we believe we will save around \$1,067.76 annually on energy now. They also believe that when we install a VFD at the Well #2 this next year we will save around \$2,436 in energy savings. There is also a \$1,000 rebate with Peoples Energy for installing a new VFD. With this they believe that by adding a VFD it will take around 2 years to get a payback from the purchase with the energy savings.

City of Chatfield Water System

ENERGY EFFICIENCY ASSESSMENT

November 2021



Free Energy Assessment provided by:
Paul Hoeschen, Energy Efficiency Technical Advisor,
Minnesota Rural Water Association

City of Chatfield

Water Energy Assessment

November 8, 2021

Energy Efficiency Program Overview:

The Minnesota Rural Water Association has implemented a program to assist water and wastewater utility systems to evaluate and lower their energy consumption and costs. This energy efficiency assessment considers current and past energy use, identifies the primary energy consuming components, and identifies methods to lower energy use and costs. The concept of this Energy Assessment is to outline energy efficiency projects or operational changes that identify potential electrical savings.

Energy Efficiency Technical Advisor, Paul Hoeschen, has conducted a free Electrical Energy Efficiency Assessment on the water system for the City of Chatfield.

There are various financing mechanisms available to systems. Typically these institutions require an engineering firm or energy audit consulting firm to complete an audit and report to qualify for financing which is far beyond the scope of what this MRWA Energy Assessment was designed to accomplish. This is a quick, free assessment to identify potential savings. These electrical savings can be used toward paying for improvements over a period of years, as outlined below.

Executive Summary of Potential Energy/Money Savings:

Project Item	Recommended Energy Conservation Measure Description	Annual Energy Savings (kWh)	Annual Cost Savings (\$)	Estimated Cost of Improvement (\$)	Rebate Total (\$)	Payback (Years)
Well #2	Install a Variable Frequency Drive	14526	\$2,436.00	\$5,800.00	\$1,000.00	1.97
Booster pump #2	Adjust existing Variable Frequency Drive	4882.3	\$1,067.76	\$0.00	\$0.00	0.00
Totals		19408.3	\$3,503.76	\$5,800.00		

	Pre Assessment	Post Assessment	Savings
Total Energy Consumption (kWh)	73420	54011.7	19408.3
Current energy rate (\$)	0.180529	0.180529	0
Total Energy Costs (\$)	\$13,254.44	\$9,750.68	\$3,503.76

1. Steven Schlichter and Ryan Priebe are to be commended for their performance. They are knowledgeable, energetic, and obviously committed to succeed. They were very professional and helpful during this assessment.
2. MRWA, in coordination with facility Staff, identified approaches that could lead to 26% cost savings.

Project Overview:

The city has two wells to provide water to approximately 2,900 people. A booster station moves water from the lower water tower to the upper water tower.

A variable frequency drive (VFD) is recommended for well #2 to protect the motor, save energy, and reduce the water-hammer effect (pressure surge) of a quick start, quick stop.

-The Booster pumps are controlled by VFDs. One pump was already set at most efficient operating speed. The other booster pump was adjusted to provide the most efficient operating speed.

-Well #2 is scheduled for a new motor control center, including a variable frequency drive.

-Well #3 is already efficient. The pump/motor is controlled by a variable frequency drive (VFD) and the existing speed was already set correctly to provide the best efficiency.

Variable Frequency Drives:

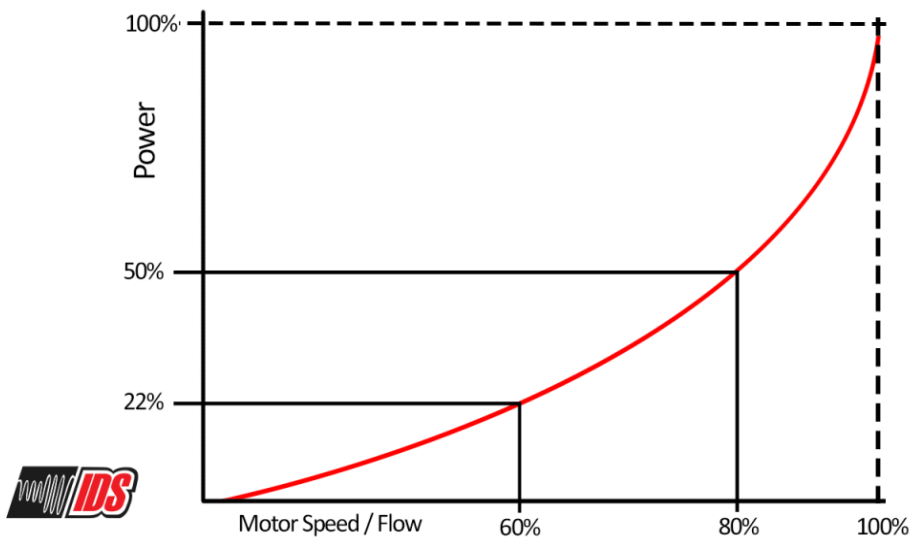
The following article explains the savings that are achieved at most water and wastewater treatment plants.

Variable Frequency Drives control the motor speed/pump speed.

80% motor speed equals 50% energy savings.

Cube Law Explained

- The power is proportional to the speed cubed. $.8 \times .8 \times .8 = 51\%$ energy consumption.
- Since it is the power that costs the money the graph shows what it looks like in practice.
- And the sums look like this for slowing down a pump by 20%....



"Cube Law Explained" was copied from Inverter Drive Systems LTD.

<https://www.inverterdrivesystems.com/cube-law/>

Well #2:

Well #2 is scheduled for a new motor control center (MCC) including a variable frequency drive. This report does not include the cost of the MCC. It simply shows a VFD cost estimate, calculated savings, and a Return on Investment to estimate the length of time that energy savings would pay for the cost of the VFD.

Billing Analysis:

10 month analysis: The "Tot\$/kWh" column is calculated by dividing the total invoiced amount by the total Kilowatt Hours used. This blended cost of \$0.1695 (16.95 cents) includes demand and all other charges.

Chatfield Well #2									Flow Information		Demand Charges	
Billing Mo/Yr	Bill Days	Avg Temp	KW Demand	Demand Cost	kWh	kWh Cost	Total	Tot\$ /kWh	Flow (MG)	kWh /MG	kWh \$/MG	% of Total
Nov 2020	30	38	36.96	\$336.71	3,560	\$222.50	\$641.62	\$0.1802	2.20	1,618	\$292	0.52
Dec 2020	31	25	37.08	\$337.80	4,360	\$272.50	\$694.15	\$0.1592	2.16	2,018	\$321	0.49
Jan 2021	31	21	37.16	\$338.53	4,960	\$310.00	\$733.48	\$0.1479	2.56	1,940	\$287	0.46
Feb 2021	28	9	37.04	\$337.43	4,640	\$290.00	\$711.78	\$0.1534	2.33	1,992	\$306	0.47
Mar 2021	31	38	36.72	\$334.52	5,160	\$322.50	\$742.31	\$0.1439	3.87	1,334	\$192	0.45
Apr 2021	30	47	36.88	\$335.98	4,320	\$270.00	\$689.76	\$0.1597	3.51	1,230	\$196	0.49
May 2021	31	57	33.80	\$307.91	4,400	\$275.00	\$666.84	\$0.1516	3.98	1,107	\$168	0.46
Jun 2021	30	71	33.76	\$432.13	5,080	\$317.50	\$837.91	\$0.1649	4.59	1,106	\$182	0.52
Jul 2021	31	70	33.72	\$431.62	4,680	\$292.50	\$811.43	\$0.1734	4.19	1,116	\$194	0.53
Sep 2021	30	63	33.72	\$413.07	2,560	\$156.16	\$668.86	\$0.2613	2.27	1,126	\$294	0.62
10 Mo Total	303			\$3,605.70	43,720	\$2,728.66	\$7,198.14		31.7			
Monthly Ave	30.3	44	35.68	\$360.57	4,372	\$272.87	\$719.81	\$0.1695	3.17	1,459	\$243	0.50

Bob Lium, Ideal Service, has provided an estimated cost for adding a VFD to control this well motor. He was not on-site to provide an installation estimate.

Cost estimates:

\$4,500.00 VFD

\$600.00 Start-up services

\$700.00 Installation estimate.

\$5,800.00 Total

The \$700.00 installation estimate is simply the average cost at similar facilities.

Noting the 40HP motor is rated at 51.5 amps at 460V, I would recommend a 50HP ABB drive rated for 65 amps as opposed to a 40HP drive rated at 52 amps. The approximate cost of the drive would be \$4,500.00 and \$600 for start-up. This would require an electrician to install and without any specifics of what electrical work is necessary to complete the installation, I couldn't venture a guess on what that would cost.

Bob Lium

Ideal Service, Inc.

VFD & Electronics Repair

Office: (866)583-4836

Cell: (763)656-3228

State of Minnesota Registered Vendor (SWIFT)

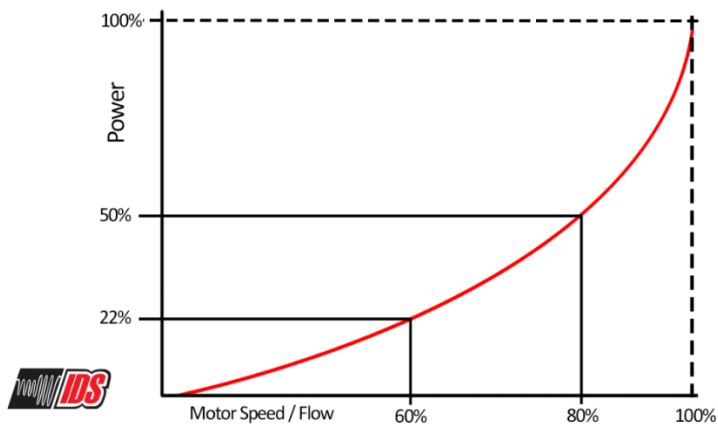


American Water Works Association
Minnesota Section



VFD Calculations - Chatfield, MN - Well #2, 40HP Well Motor													
Motor RPM	Motor Effic.	% Load	Hertz	HP	gpm rate	Runtime hrs/day	Daily Flow	kW	kWh /day	Avg. \$ /kWh	Annual kWh	kWh \$ for 365 days	Annual Savings
100%	89.5%	100%	60.0	40.00	525	3.31	104,158	33.34	110.4	\$0.1677	40,281	\$6,755	0
90%	89.5%	72.9%	54.0	29.16	473	3.67	104,158	24.31	89.3	\$0.1677	32,594	\$5,466	\$1,289
85%	89.5%	61.4%	51.0	24.57	446	3.89	104,158	20.48	79.7	\$0.1677	29,073	\$4,876	\$1,880
80%	89.5%	51.2%	48.0	20.48	420	4.13	104,158	17.07	70.6	\$0.1677	25,753	\$4,319	\$2,436
75%	89.5%	42.2%	45.0	16.88	394	4.41	104,158	14.07	62.0	\$0.1677	22,635	\$3,796	\$2,959
70%	89.5%	34.3%	42.0	13.72	368	4.72	104,158	11.44	54.0	\$0.1677	19,717	\$3,307	\$3,448
The pump can deliver 525 gpm.							Well #2 average daily flow was 102,718 gallons.						

The figure below shows the physical laws of centrifugal pumping applications (Affinity Laws) which may also be applied to aeration. The flow is directly proportional to speed; pressure is proportional to the square of the speed; and power is proportional to the cube of the speed. These relationships can also be expressed numerically as shown in the table below. Theoretically, it would be possible to operate at 50% flow with only 13% of the power required at 100% flow. But this theoretical speed would not likely come close to the needed head pressure. Since the power requirements decrease much faster than the reduction in flow, the potential exists for significant energy reduction at reduced flow.



The graph shows well #2 with 50% power consumption at 80% speed. Efficiency is provided by a combination of pump/motor speed (the cube law) and the most efficient speed on the pump curve. The most efficient speed will be selected and set after the VFD installation.



People's Energy Cooperative

Your Touchstone Energy® Cooperative



www.peoplesenergy.coop ■ (800) 214-2694
memberservices@peoplesrec.com

ElectricSense

AG, COMMERCIAL & INDUSTRIAL 2021 Energy Efficiency Rebate Form

ELIGIBILITY CRITERIA

NOTE: Agricultural, Commercial, and Industrial members that incorporate certain energy efficiency equipment not listed below may qualify for a custom rebate. New and existing facilities are eligible. Please contact the Cooperative for details.

- ❖ Installed equipment must be on Cooperative lines and requestor must be a member of the Cooperative.
- ❖ Rebate requestor cannot receive a rebate for a product and a component of that product.
- ❖ Equipment must be installed in 2021 and rebate will not exceed the equipment cost.
- ❖ Rebates are in place through December 31, 2021, or until funds are depleted.
- ❖ All documentation listed below must be submitted **no later than three (3) months** after install date. Rebate offer in current calendar year will be utilized, if still available.
 - ✓ This rebate form fully completed.
 - ✓ A copy of your receipt or invoice for each item purchased.
 - ✓ Documentation showing the equipment has been installed.

Submit required documentation to: 1775 Lake Shady Avenue South, Oronoco, MN 55960 or memberservices@peoplesrec.com.

MEMBER INFORMATION

(Please fill out entire section)

Member Name			Email		
			<i>Email addresses are used for cooperative communications.</i>		
Address			Account		Phone
City	State	Zip	Date	Member Signature	
Rebate for: <input type="checkbox"/> Residential <input type="checkbox"/> Farm <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Institution/Government <input type="checkbox"/> Other:					

REBATE INFORMATION

(Please fill in shaded boxes for all items for which you are requesting a rebate)

Equipment	Specifications & Required Information	Size	Quantity	Rebate	Total: Size x Quantity x Rebate
Commercial Vending Machine Controls		N/A		\$25	
Dairy Plate Cooler/ Well Water Pre-Cooler		N/A		\$500	
Dairy Refrigeration Heat Recovery with Electric Backup	Used with electric water heater managed by Cooperative's energy management program	N/A		\$300	
Electric Forklift Battery Charger	Must enroll in energy management program	N/A		\$200	
Low/Zero Energy Livestock Waterer	≤ 500 watts, insulated tank	N/A		\$50	
Exhaust Fan	Fans < 36" must be ≥ 18 cfm/watt @ 0.05" SP Fans ≥ 36" must be ≥ 21 cfm/watt @ 0.05" SP Fans must be AMCA or University of Illinois BESS Lab rated	Enter inches of each fan below:		\$1/inch diameter	
	Energy efficiency rating in cfm/watt @ 0.05" SP:				

Additional Information on Reverse Side

Circulation Fan	Fans < 36" must be ≥ 18 lbs. force/kw Fans ≥ 36" must be ≥ 21 lbs. force/kw Fans must be AMCA or University of Illinois BESS Lab rated	Enter inches of each fan below:		\$1/inch diameter	
	Enter thrust rating in lbs. force/kw:				
Scroll Refrigerator Compressor	Maximum rebate is \$1,000/compressor	Enter HP of each compressor below:		\$30/HP	
Variable Frequency Drive (VFD)	Maximum rebate is \$1,000/drive	Enter HP of each VFD below:	1	\$30/HP	1,000
		40			
Enter the following information for Variable Frequency Drives:					
Enter the manufacturer and model #:					
Enter the intended use of VFD (grain drying, pumping, etc.):					
Total Rebate Amount Requested:					

OFFICE USE ONLY		
<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved - Reason:	<input type="checkbox"/> Legacy <input type="checkbox"/> SMEC
I certify the rebates requested meet the eligibility criteria listed above.		
Cooperative representative:	Date:	Total rebate issued: \$

1/1/2021

The VFD rebate is listed as \$30.00 per horsepower (HP) with a maximum rebate of \$1,000.00. The 40 HP VFD x \$30.00 per HP = \$1,200.00, exceeding the maximum rebate of \$1,000.00. The final rebate is \$1,000.00.

Peoples Cooperative Service

Utility Type: Cooperative

Address:

1775 Lake Shady Ave. S.
Oronoco, MN 55960

Phone Number: (507) 367-7000

Website (if available)

www.peoplesenergy.coop

Email (if available)

molson@peoplesrec.com

Well #3 was already operating at the most efficient speed. 60 hertz is full speed. The VFD is programmed for a maximum speed of 53.9 to..... We reduced the speed to learn that it is less efficient at a reduced speed. The VFD speed was changed back to 53.9 hertz to maintain the optimum efficiency.

Equipment ID: Well #3			GPM/Amp	
Date	Hertz	GPM	Amps	Gallons per Amp
11/8/2021	53.9	450	43.1	10.4
11/8/2021	52.9	420	41	10.2

Booster Pumps:

Booster pump #1 was already operating at the most efficient speed.

Booster pump #2 needed a speed adjustment to improve efficiency.

Billing:

Chatfield Water Booster Station								Flow Information		
Billing Yr/Mo	Ave Temp	Actual Demand	Billed Demand	Demand Cost	kWh	Total	Tot\$ /kWh	Flow (MG)	kWh /MG	kWh \$/MG
Oct-20	59	33	33	\$232.65	2,400	\$461.93	\$0.1925	1.44	1,666	\$321
Nov-20	43	34	34	\$236.88	1,900	\$429.01	\$0.2258	0.78	2,430	\$549
Dec-20	29	34	34	\$242.52	2,500	\$475.20	\$0.1901	0.89	2,812	\$535
Jan-21	24	34	34	\$241.82	2,600	\$481.27	\$0.1851	0.76	3,435	\$636
Feb-21	28	35	35	\$248.87	3,200	\$549.18	\$0.1716	1.26	2,538	\$436
Mar-21	42	34	34	\$237.59	1,800	\$434.39	\$0.2413	0.59	3,072	\$741
Apr-21	56	48	48	\$341.22	2,500	\$589.78	\$0.2359	1.11	2,254	\$532
May-21	68	33	33	\$230.54	2,300	\$464.31	\$0.2019	1.38	1,663	\$336
Jun-21	78	32	32	\$359.83	3,000	\$668.46	\$0.2228	1.98	1,517	\$338
Jul-21	81	51	51	\$570.77	2,800	\$863.07	\$0.3082	1.49	1,878	\$579
Aug-21	79	32	32	\$294.15	2,400	\$529.65	\$0.2207	1.24	1,937	\$427
Sep-21	73	32	32	\$294.15	2,300	\$525.05	\$0.2283	1.60	1,436	\$328
Annual Total	660			\$3,530.99	29,700	\$6,471.30		14.5		
Monthly Ave	55	36	36	\$294.25	2,475	\$539.28	\$0.2187	1.21	2,220	\$480

Booster pump #2 was adjusted to find the most efficient speed, providing 33% efficiency improvement. It was operating at 49.9 hertz. It has been adjusted to 54.5 hertz to provide the best efficiency.

Equipment ID: Booster pump #2			GPM/Amp	
Date	Hertz	GPM	Amps	Gallons per Amp
11/8/2021	49.9	255	36	7.1
11/8/2021	53	450	46.2	9.7
11/8/2021	54.5	516	50.6	10.2
11/8/2021	54.5	560	52.8	10.6

The new VFD speed setting has improved the efficiency from 7.1 gallons per amp to 10.6 gallons per amp, improving the efficiency by 33%. Booster pump #1 was already operating at the highest efficiency. Improving the efficiency on booster pump #2 by 33% / 2 pumps = 16.5% overall efficiency improvement. \$6,471.30 annual energy cost x 16.5% = \$1,067.76 savings.

It has been a pleasure to assist with energy savings.



Paul Hoeschen
Energy Efficiency Technical Advisor
Minnesota Rural Water Association
Email: paul.hoeschen@mrwa.com
Cell Phone: 218-820-0479

Sources of Funding:

MRWA Has Finance Programs to Meet Your Funding Needs.

MICRO Loan - helping Members finance small projects at the lowest possible cost. www.mrwa.com/microloan.html

MIDI Loan - most suitable for debt amounts of up to \$1 million, which can be repaid in 15 years or less. www.mrwa.com/midi/html

MEGA Loan - makes available loans over \$1 million. Ask for a custom quote online at: www.mrwa.com/megaloan.html

Interim Financing - provides an interim construction loan program to provide funding for communities which have received a permanent loan commitment from the United States Department of Agriculture, Rural Development (RD). www.mrwa.com/interimloan.html or MRWA Executive Director Lori Blair at 800-367-6792.

More Information

On all loan programs: www.mrwa.com or contact MRWA Executive Director Lori Blair at 800-367-6792 or Financial Adviser David Drown Associates at 612-920-3320.

National Funding

Rural Water Loan Fund

The Rural Water Loan Fund (RWLF) is a funding program specifically designed to meet the unique needs of small water and wastewater utilities. The RWLF provides low-cost loans for short-term repair costs, small capital projects, or pre-development costs associated with larger projects. The RWLF was established through a grant from the USDA/RUS, and repaid funds used to replenish the fund and make new loans.

Eligible Projects

- Pre-development (planning) costs for infrastructure projects
- Replacement equipment, system upgrades, maintenance and small capital projects
- Energy efficiency projects to lower costs and improve system sustainability

Disaster recovery or other emergency loans are available

Key Points

- Reasonable, below market interest rate (currently 3%) and a maximum repayment period of 10 years
- Straightforward application process and quick turnaround time (just a few days if documents are in order)
- Loan amounts may not exceed \$100,000 or 75% of the total project cost, whichever is less
- Emergency loans are 90-day no interest, with immediate turn around on applications
- NRWA charges no administrative or processing fees

Systems must be public entities (municipalities, counties, special purpose cities, Native American Tribes, nonprofit corporations and cooperatives) serving up to 10,000 persons, or in rural areas with no population limits

Contact information:

National Rural Water Association (800)-332-8715, 2915 S. 13th Street, Duncan, Oklahoma 7353

INTEROFFICE MEMORANDUM

TO: Public Works Committee
FROM: Brian Burkholder, SCS
SUBJECT: Requote/Dog Pound Roof Project
DATE: 11/1/2021

Action Requested: To consider the requote price for roof work to be completed on the Dog Pound building.

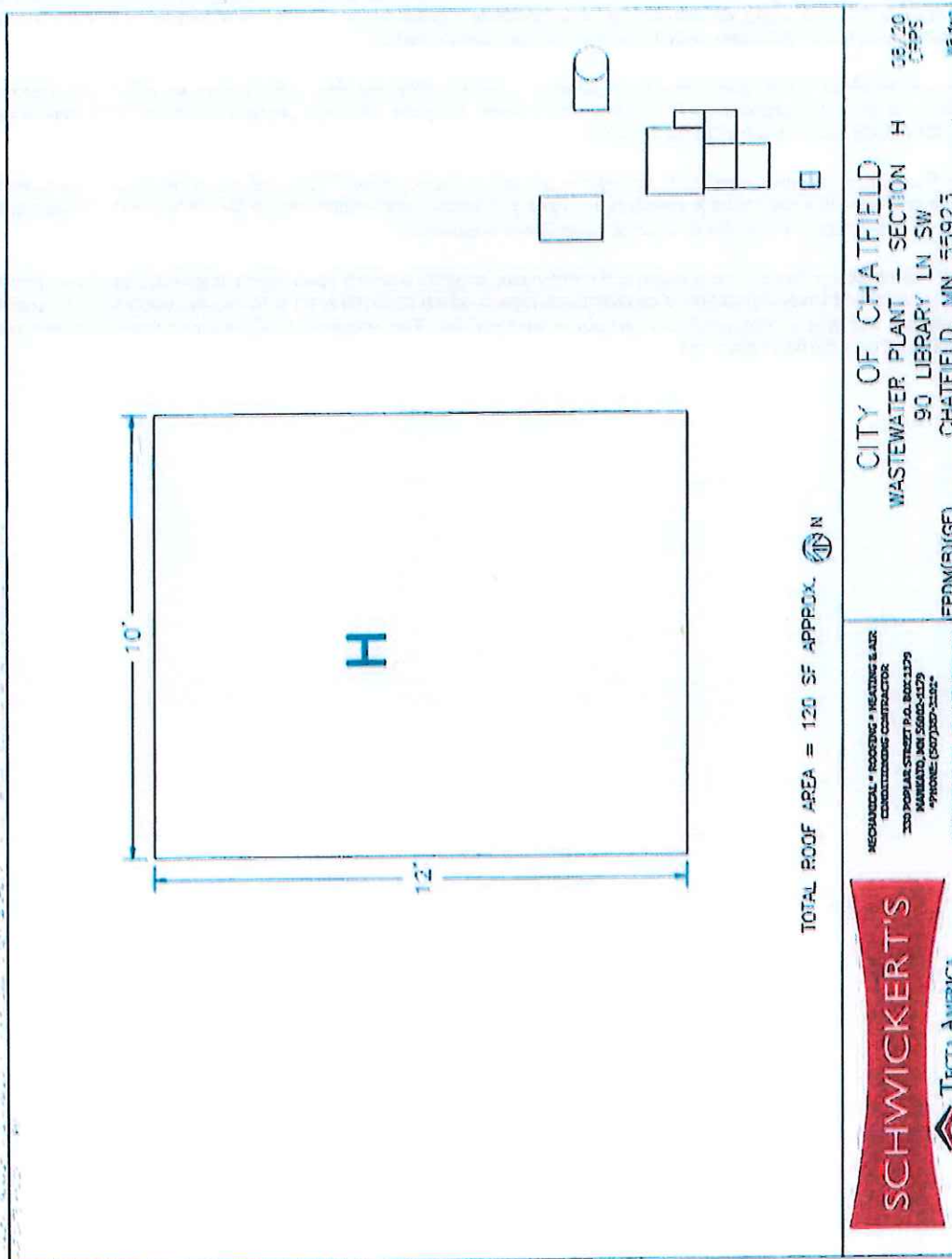
Background: Steven brought this forward to the committee back in July for approval to reroof the dog pound building for \$2003.00. This number came from the 2021 inspection report. The committee agreed to move ahead on the replacement. I informed my Schwikert's salesman of the approval to move forward. He stated that they would need to come down and inspect the roof again as the inspection is only a bidding price and with the increased costs of material. This was back on July 14th. I called him back in September-early October to find out on requotes. After reviewing the quote on the phone, he stated it would be roughly \$12,000. I stated that we would not be doing it at that price. He then did some figuring using some used 2-year-old material off a building at Dakota County.

I have attached the requotes using some used material. The first quote is for a total re-roof. The second quote is for a membrane replacement and the 3rd quote is for wall repairs and reusing the current membrane.

I believe that these prices are high with the increased cost, so I have asked Allen Roofing to give us a quote as well. Allen Roofing completed the new roof on the City Shop/Firehall building and the stairway roofs at City Hall back in 2018. I am hoping to have a quote soon. If a quote would be approved, the work would not take place until 2022.

Thanks for your time,
Brian Burkholder

SECTION H OVERALL DRAWING





Date: 10-28-21

Proposal #:DS102821A

To: City of Chatfield

Re: WWTP Sec H

Project Architect/Engineer:

We are pleased to provide the following proposal for the above referenced project. Please note this proposal assumes the following scope of work and the qualifications/exclusions as noted.

SCOPE OF WORK

All work will be performed in accordance with bid documents prepared by dated

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>SCOPE</u>
Sec H	Re-Roof	<ul style="list-style-type: none"> • Mobilize crew to site and set up site safety as needed to perform scope of work. • Remove and dispose of all perimeter cap metal, scupper, downspout and remaining ballast from roof and dispose of. • Tear off roof down to bare concrete deck and let deck dry. Install wood blocking if needed in front of scupper to height of scupper opening. • Install base layer of 2.6" ISO set in low rise foam adhesive and install 1/4" per foot tapered insulation with fill and crickets all set in low rise foam adhesive to achieve positive drainage and an overall average value of R30. • Install new perimeter securement strip around entire perimeter and install new .60 mil EPDM adhered to insulation and wall per manufacturer specifications. • Provide and install new perimeter color clad coping cap metal anchored with neoprene gasket fasteners, install new scupper and tie into roof system. • Provide and install new color clad custom fabricated downspout and hanger brackets per manufacturer specifications. • Clean up and dispose of all debris off site.

<u>Section</u>	<u>Description</u>	<u>Scope</u>
Sec H	Membrane Swap	<ul style="list-style-type: none"> • Mobilize crew to site and set up site safety as needed to perform scope of work. • Remove and dispose of all perimeter cap metal, scupper, downspout and dispose of. • Remove remaining ballast and save for re-use. • Tear off Old EPDM down to insulation and remove up to 50 SQFT of wet deteriorated insulation. • Replace wet deteriorated insulation to match existing roof insulation heights. • Install new perimeter securement and new loose laid .60 Mil EPDM per manufacturers Ballast roof Requirements.

607.301.9411
Schwicker's Tecta America, LLC
204 Schuman Drive NW, Stewartville,
MN 55976

607.307.3106
Schwicker's Tecta America, LLC
330 Poplar Street, Mankato,
MN 56001

612.284.4233
Schwicker's Tecta America, LLC
5420 Highway 169 North, New Hope,
MN 55411

price volatility, including the price of oil, our material suppliers are unable to provide us with price protection for the materials included within this proposal. Accordingly, should our material prices increase during the term of this proposal, and during the time of performance of work contemplated by this proposal, our price for performance of the work contemplated by this proposal shall be increased by such direct material cost increases.

Base Bid Re-Roof Amount: 7,500.00
Seven Thousand, Five Hundred, and NO/100's

Option #1 Membrane Swap Bid Amount: \$6,245.00
Six Thousand, Two Hundred Forty Five, and NO/100's

Option #2 Wall Re-flashing Repairs Bid Amount: \$ 5,350.00
Five Thousand, Three Hundred Fifty, and NO/100's

This proposal has been prepared and submitted by Dan Schefers
If you have any questions or concerns please call (507) 995-4172

Thank you,
SCHWICKERT'S TECTA AMERICA, LLC.

Daniel Schefers
Roofing Services Manager



Brian Burkholder

From: Brian Burkholder
Sent: Wednesday, July 14, 2021 11:12 AM
To: Dan Schefers
Cc: Steven Schlichter
Subject: WWTP/Roof H

Dan,

Steven brought up roof H (dog pound) at the meeting Monday night. They suggested to go ahead and replace that roof for the cost of \$2,003. Let us know what we need to do to go ahead with the project.

Thanks

Brian Burkholder

Superintendent of City Services

City of Chatfield

21 SE Second Street

Chatfield, MN 55923

bburkholder@ci.chatfield.mn.us

Office 507-867-1511

Cell 507-273-9597

Brian Burkholder

From: Brian Burkholder
Sent: Wednesday, July 14, 2021 12:06 PM
To: Dan Schefers
Cc: Steven Schlichter
Subject: RE: [External] WWTP/Roof H

Sounds good. We will be waiting to hear back from you.

Thanks

Brian Burkholder

Superintendent of City Services

City of Chatfield

21 SE Second Street

Chatfield, MN 55923

bburkholder@ci.chatfield.mn.us

Office 507-867-1511

Cell 507-273-9597

From: Dan Schefers <dschefers@tectaaamerica.com>
Sent: Wednesday, July 14, 2021 11:21 AM
To: Brian Burkholder <bburkholder@ci.chatfield.mn.us>; Dan Schefers <dschefers@tectaaamerica.com>
Cc: Steven Schlichter <sschlichter@ci.chatfield.mn.us>
Subject: RE: [External] WWTP/Roof H

Hey Brian, we can definitely do that roof, but we will have to make a site visit to do a little investigation on it. That price for that roof section is only a budget price and may need to be adjusted accordingly for all the material price increases we have had plus make sure we calculate the proper R value for insulation. I don't think there will be much difference but we can also go over other options for different types of roof systems as well. I will get ahold of the PM that originally gave us the budget price and have him get in touch with you. Im in a training meeting all day in Mankato but will contact him on lunch break

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Brian Burkholder <bburkholder@ci.chatfield.mn.us>
Date: 7/14/21 11:11 AM (GMT-06:00)
To: Dan Schefers <dschefers@tectaaamerica.com>
Cc: Steven Schlichter <sschlichter@ci.chatfield.mn.us>
Subject: [External] WWTP/Roof H

Dan,

Brian Burkholder

From: Allen Roofing and Constr. -Sales <arcsales@hotmail.com>
Sent: Thursday, November 11, 2021 10:39 AM
To: Brian Burkholder
Subject: "Dog Kennel" roof
Attachments: City of Chatfield.pdf; 108_9139.JPG; 108_9129.JPG; 108_9131.JPG; 108_9137.JPG; 108_9134.JPG

Importance: High

Brian

Here is our proposal for the roof project. The roof is beyond repairing. The rubber is pulling away from the walls and can not be stretched back. It has pulled the wall termination out also. (See pictures). I estimated the costs for putting a pitched roof on it and that came out more than replacing the membrane.

If this is a project the city wants to do in the spring, we would accept a \$1000 deposit now and then we can hold this pricing for this job into the spring to avoid any price increases.

I did some quick repairs to a hole I found and tried to see the membrane down around the scupper to get it through the winter.

I will get pricing revised for the WWTP roofs ASAP.

Let me know if you have any questions.

Thanks for contacting me for your roofing needs.

Ryan Johnson

Allen Roofing & Construction Inc.

Sales

Allen Real Estate Company LLC.

Sales Associate

241 Arc Lane

Monona Iowa 52159

Licensed in Iowa

563.539.4135 Ofc

563.539.4136 Ofc.

563.880.ARC4 (2724) Cell

www.allenroofinginc.com

www.allenrealestateco.com

ALLEN

ROOFING

CONSTRUCTION, INC.

WE'VE GOT YOU COVERED!

QUALITY WORKMANSHIP SINCE 1999

November 11, 2021

City of Chatfield
21 SE Second Street
Chatfield MN 55923
507-867-3810

Project Location
90 Library Ln SW
Dog Kennel/Old Chlorine BLDG

ESTIMATE FOR INSTALLING THE DURO-LAST ROOFING SYSTEM

SCOPE OF WORK TO BE PERFORMED

We will remove the old rubber roof membrane. We will leave the existing insulation in place. We will install ½ fan fold over top of the existing insulation and then install the 50MIL Duro Last Roofing system fastening into the concrete decking. We will take the material up the walls to the outside edge and install new metal edging. We will install a new collector box and reuse the existing down spout.

Estimated cost \$5,100

Duro Last color White

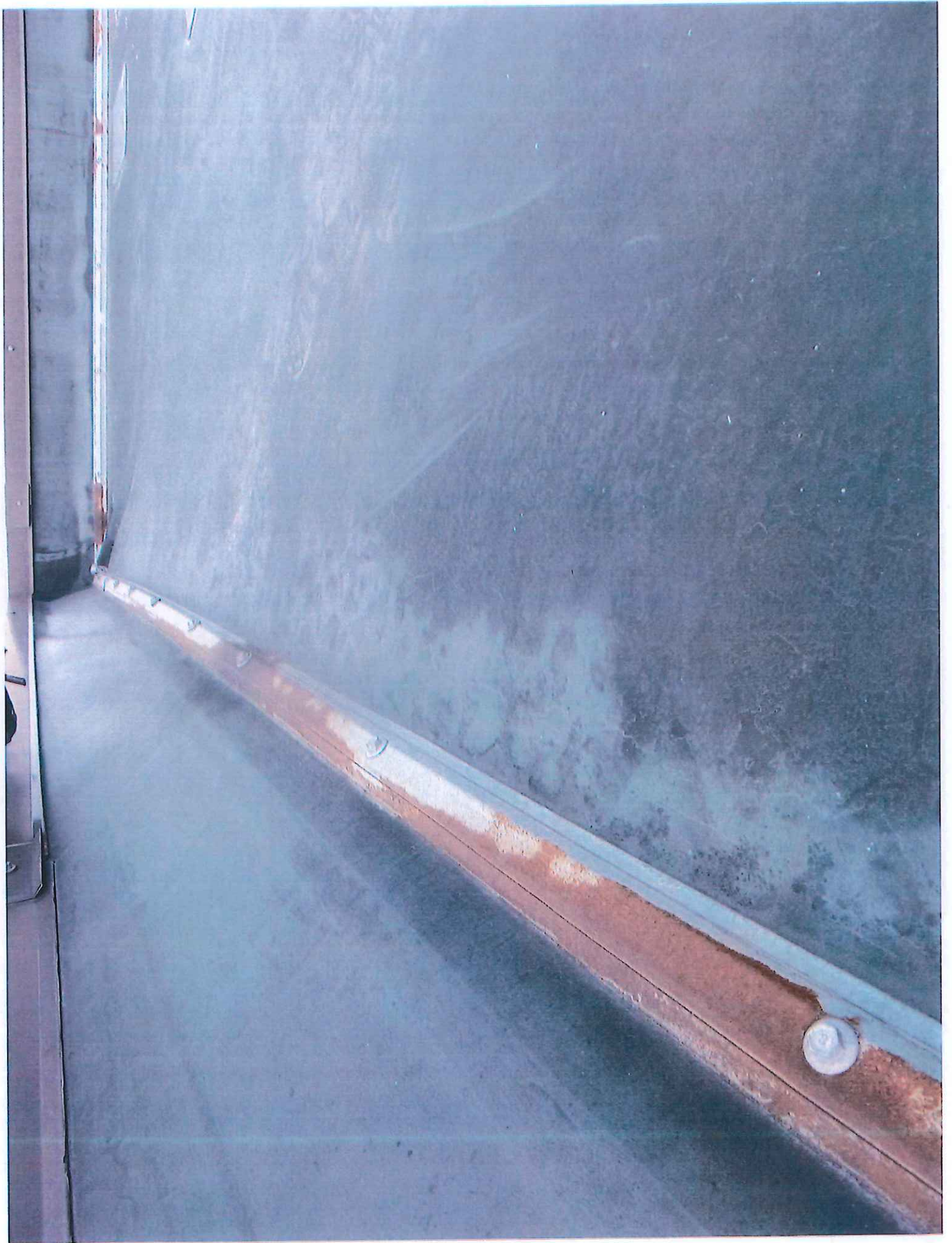
Metal color choice Med Bronze

Estimate does not include unforeseen damage or Dumpster cost. Allen Roofing & Construction Inc. will not be held responsible for any future damage due to current or previous water damage or leaking that might result from but not limited to mold, damaged materials, layers of roofing materials not removed in the process of replacing the roof, incorrect ventilation, Etc. Property owner is responsible for any engineering or structural requirements, ventilation issues, all building permits and or city requirements, any and all asbestos abatement related issues and costs. Property owner is also responsible for any electrical, water, gas lines, utility lines, satellite dishes or any type of receiving equipment that may be in the way of the roofing process, and property owner shall have them marked out on the roof and ground prior to the start of the roof replacement and the property owner will be responsible for having any of them reconnected or aligned for signal at the property owners expense. We try our best to protect the landscaping but will not be liable for any damages. Property owner shall protect all of their personal belongings inside and outside the building from any damage during the roof replacement process. Allen Roofing & Construction Inc. will not be held responsible for any damage caused from vibration or building movement during the roofing process. Mechanics lien will be filed for unpaid balance of bill after 30 days. In the event it becomes necessary for Allen Roofing & Construction Inc. to commence an action or proceeding to collect any amount due under this contract, otherwise enforce this contract, or regarding any breach of this contract, Allen Roofing & Construction Inc. shall be entitled to recover from the property owner, in addition to any other damages, its costs and expenses, including reasonable attorney's fees. Payment of an invoice is due upon receipt, and past due balances shall be subject to a late payment penalty charge at the rate of 1.5% per month (i.e., 18" per annum). We may be driving a lift or dump wagon around the yard for safety of working on the roof and for getting material onto and off of the roof, if the ground is soft, we might leave ruts that the property owner be responsible for. Property owner gives Allen Roofing & Construction Inc. permission to use photos of the project for advertising purposes including on social media sites.

Estimate good for 30 days

By signing below, the property owner agrees to be bound to the terms and conditions set forth above.

Please sign here Date: _____ 30% down upon signing









INTEROFFICE MEMORANDUM

TO: Public Works Committee
FROM: Brian Burkholder, SCS
SUBJECT: Cables Across Main St
DATE: 1/4/2022

Action Requested: To update the committee on the cables that goes across Main St from Jac's to Paw Print that came down in the windstorm.

Background: When the bracket pulled out of the building at Jac's, it caused some damage to the brick, breaking a few pieces and falling to the sidewalk.

I took pics and called our insurance company to start a claim and spoke with both the building owners Jamie & Mike. With no current agreement in place, they both agreed that we could reinstall the cables onto their buildings, but the brackets would need to be reinstalled better as they are loose on both building. Jamie also suggested that he wanted the brick repaired on his building. The insurance adjustor asked for a quote for the repairs in which I called Benike Construction to look and submit a quote. They did take a look and I am still waiting for the quote from Benike to submit to the insurance.

If agreed to reinstall, the work would not take place until this Spring.

Thank you for your time,
Brian Burkholder

PROPOSAL

Attn: Brian
Jack's Bar & Grill, Chatfield

Date: January 5, 2022

Project: Reinstall metla banner brackets

Proposal Amount: Three Thousand One Hundred and Forty-Four Dollars.....\$3,144.00

Project Inclusions:

- Field Supervision
- Clean up of our work
- Scaffold access from outside
- Reinstall existing bracket/rod/plate through brick wall and into interior of building
- Work to be done at Jack's Bar & Grill and Paw Prints

Project Exclusions:

- City fees other than building permit
- No night, weekend, or holiday work
- New brackets
- Interior painting/patching

I am not sure how this work will go so I may be a little heavy on the hours for each building. We can do this portion of the work on time and material so that if it takes less time it will cost less.

Thank you for considering Benike Construction for your construction needs. We look forward to the opportunity to work with you on this project as it continues moving forward. Please do not hesitate to contact us with any questions, or if we can be of further assistance.

Respectfully Submitted,

Brea Koebele

Brea Koebele
Lead Estimator

Proposal Acceptance:
Owner's Representative

Signature

Accepted By

Date

PROPOSAL

Attn: Brian
Jack's Bar & Grill, Chatfield

Date: January 5, 2022

Project: Repair brick at damaged wall bracket

Proposal Amount: Two Thousand Five Hundred Dollars.....\$2,500.00

Project Inclusions:

- Field Supervision
- Clean up of our work
- Scaffold access to damaged brick area
- Repair brick
- (12) new brick

Project Exclusions:

- City fees other than building permit
- No night, weekend, or holiday work
- Reinstallation of bracket
- Interior work

Thank you for considering Benike Construction for your construction needs. We look forward to the opportunity to work with you on this project as it continues moving forward. Please do not hesitate to contact us with any questions, or if we can be of further assistance.

Respectfully Submitted,

Brea Koebele

Brea Koebele
Lead Estimator

Proposal Acceptance:
Owner's Representative

Signature

Accepted By

Date

MEMORANDUM

TO: CHATFIELD CITY COUNCIL
FROM: RYAN PRIEBE, WATER SUPERINTENDENT
SUBJECT: LEAD AND COPPER
DATE: 1/6/22

The Federal government has been working on new lead and copper standards ever since Flint Michigan. This year they are finally starting to implement their plan. Brian and I have attended multiple classes trying to understand these new standards. There is still a lot of questions that we don't know yet, but MRWA and MDH has hired multiple people to try and assist us. The first step in the new standards says that we must have an inventory of all lead service line and lead private lines in all homes by Dec 14th, 2024. We are still not sure if we need to enter everyone's home or dig in the street to inspect. This new standard will be quite labor extensive and costly over the next few years. From what we have learned their might have to be some new ordinances approved for these new standards. The League of Minnesota Cities has been working on this and will let us know when they are complete.