

***Public Works Committee
Meeting Agenda
September 12, 2022 5:30 p.m.
Fillmore Conference Room – Thurber
Building***

1. September 12, 2022 / 5:30 p.m. Fillmore Conference Room -
Thurber Community Building
2. Mountain Biking Update – Gavin Carr
3. SCS Report:
 - A. Discuss billing practices when water leaks occur (continued)
 - B. Consider Landowner Form for land application of sludge
 - C. Consider updating landscaping at Thurber Building
 - D. Consider trading the Kubota for a John Deere Gator
4. City Engineer Report:
 - A. Consider proposal for Infrastructure Expansion Strategic Initiative
 - B. Consider proposal for City Development Standards Review – Strategic Initiative
 - C. 2023 Street Project Discussion for Feasibility Report
 - D. TH 30 Water Main Realignment Update

Members Present: Councilor Paul Novotny and Councilor Mike Urban.

Members Absent: None.

Others Present: Craig Britton, Beth Carlson, Brian Burkholder & Joel Young.

City Engineer Report:

- **Infrastructure Expansion Initiative:** Hilltop Estates is providing enough homes in that sector of housing.....the horseshoe area of Hilltop Estates could be developed as a Lonestone type development.....Burr Oak area near the trailer park....Orchard Ridge area....the desire is to grow the City and to provide affordable housing. Ultimately, the committee determined that the extension of Burr Oak might be a high priority, as would be the installation of water service at the westerly end of Division Street.
- **Review of city development standards and fees:** Include an option for a street narrow enough that would be no-parking with accommodations made to the resulting lots so that off-street parking would handle the parking needs of the area.....parking standards....
- **2023 Street Reconstruction Project:** Britton reported that some details need input from the committee....suggesting that the city consider installing a cul de sac at the end of Prospect Street.....does the City want to install new water and sewer hook-ups to Shady Oak Park just in case the City would choose to sell the park at some point in the future. Maybe invest in the campground if that feature is to be maintained.
- **Water Main Relocation at Highway 30 bridge:** No info at this meeting.

Mountain Biking Update: None.

Fiber Optics to Pool House: The committee reviewed a proposal to extend a hard-wire fiber optics connection to the swimming pool from the high school. The cost would be approximately \$1,500 and the committee found that acceptable for a needed improvement. The committee also agreed to keep power on at the bathhouse so that certain equipment would not need to be moved in and out on a seasonal basis.

Water leaks at trailer park: The committee reviewed the fact that there are periodic water leaks at the trailer park as staff was looking for input as to how to handle the billing. The committee suggested that the responsiveness of the property management and owner would be considered whenever these situations occur. The more responsive the management is, the more understanding the City will be when determining a final bill for the situation.

INTEROFFICE MEMORANDUM

TO: PUBLIC WORKS COMMITTEE
FROM: STEVEN SCHLICHTER
SUBJECT: Reed Bed
DATE: 9/12/2022

Action Requested: Consider killing off one reed bed this year so we can land apply it next year.

Background: Our reed beds have been in operation at the WWTF since about 2006. They are starting to reach max capacity and we need to start looking at hauling them out to be land applied. Also the reeds that we currently have are now considered an invasive species meaning we have to find a new plant to take its place. I have been working with the U of M and the MN DNR on a program to kill off one of our reed beds. The DNR will come down and spray one bed to kill off the reeds this fall and follow up next spring with another treatment if needed to make sure the reeds are dead. There is no cost to have them do this.

This is what we need to do before we can land apply our biosolids on the City property. I have also been talking with the U of M about a new species of plant that will replace our current invasive reeds. At this time they are trying multiple options. After cleaning out one of our beds we could work with the U of M on trying a new species of plant at no cost also.

Thank you for your time,
Steven Schlichter
WWTF Superintendent

Landowner Agreement

Agreement Number _Chatfield WWTF_____ Agreement Period Start 8/1/22 End 11/30/24

Landowner Name _City of Chatfield_____ Phone _____

Address 1 _21 Second St_____

Address 2 (mailing address if different from physical address)_____

City _Chatfield_____ State MN Zip _55923_____

Email _____

Township, Range, Section _____

Township/City Name _Chatfield_____ County _Fillmore_____

Coordinates _____

*This Agreement is between the Minnesota Department of Natural Resources (MDNR) and the above named landowner. The purpose is to eradicate and prevent the spread of nonnative phragmites (*Phragmites australis* subsp. *australis*) a dangerous aquatic invasive plant species, and is authorized by MN Statute 84D.02 subd. 1, which directs the Commissioner of Natural Resources to establish a statewide program to prevent and curb the spread of invasive species of aquatic plants and wild animals.*

The parties agree as follows:

Management of nonnative Phragmites: The MDNR staff or their agents will control some or all of the nonnative phragmites (*Phragmites australis* subsp. *australis*) on the landowner's property using EPA registered aquatic herbicides. They may return following the treatment to monitor the treatment site and to plan follow up management. Work will be done in accordance with all applicable state and federal laws and local ordinances. A detailed management plan may be attached.

Access: The Landowner hereby grants the Minnesota Department of Natural Resources' employees or agents a license to access the parcel(s) under management for the purpose of implementing the management of nonnative phragmites, and reviewing the results of treatment. DNR may access the location of the nonnative

plants by crossing the above-described property; DNR will use existing driveways and paths to the extent possible.

Liability: Each party is liable for its own actions and the actions of its employees, and is not liable for the actions of the other party. The State's liability is limited by the Minnesota Tort Claims Act, Minn. Stat. sec. 3.736.

In have read, understand, and fully agree to all of the conditions of this Agreement

✓ Landowner Name (print) _____

✓ Landowner Signature _____ Date _____

MDNR Ecological and Waters Program Manager _____

Signature _____ Date _____

INTEROFFICE MEMORANDUM

TO: Public Works Committee
FROM: Brian Burkholder, SCS
SUBJECT: New Landscaping/Thurber Building
DATE: 9/6/2022

Action Requested: To consider updating the landscaping on either side of the front step of the Thurber building and in front of the building going from the west corner to the east corner.

Background: This project was brought up and discussed back in 2015 but the committee wanted to wait until the new front steps were completed. At that time, I received a drawing and quote from Ruskell Outdoor Services for \$5,784.86.

I wanted to bring this forward again as it really needs some improvements and that we also can reduce the cost considerably by having Dan Funk complete the work. Dan received a quote for the plants and material needed for \$2,000. An edging machine will be needed to be rented to install the edging.

If we are unable to get to it this spring, I would like to complete this project next Spring.

Note: Sara Sturgis would like to see a sign installed in front of City Hall listing the service dept located in the building. She states that many people inquire about where services are located. The sign could be incorporated into the landscape of preferably out front next to the flag.

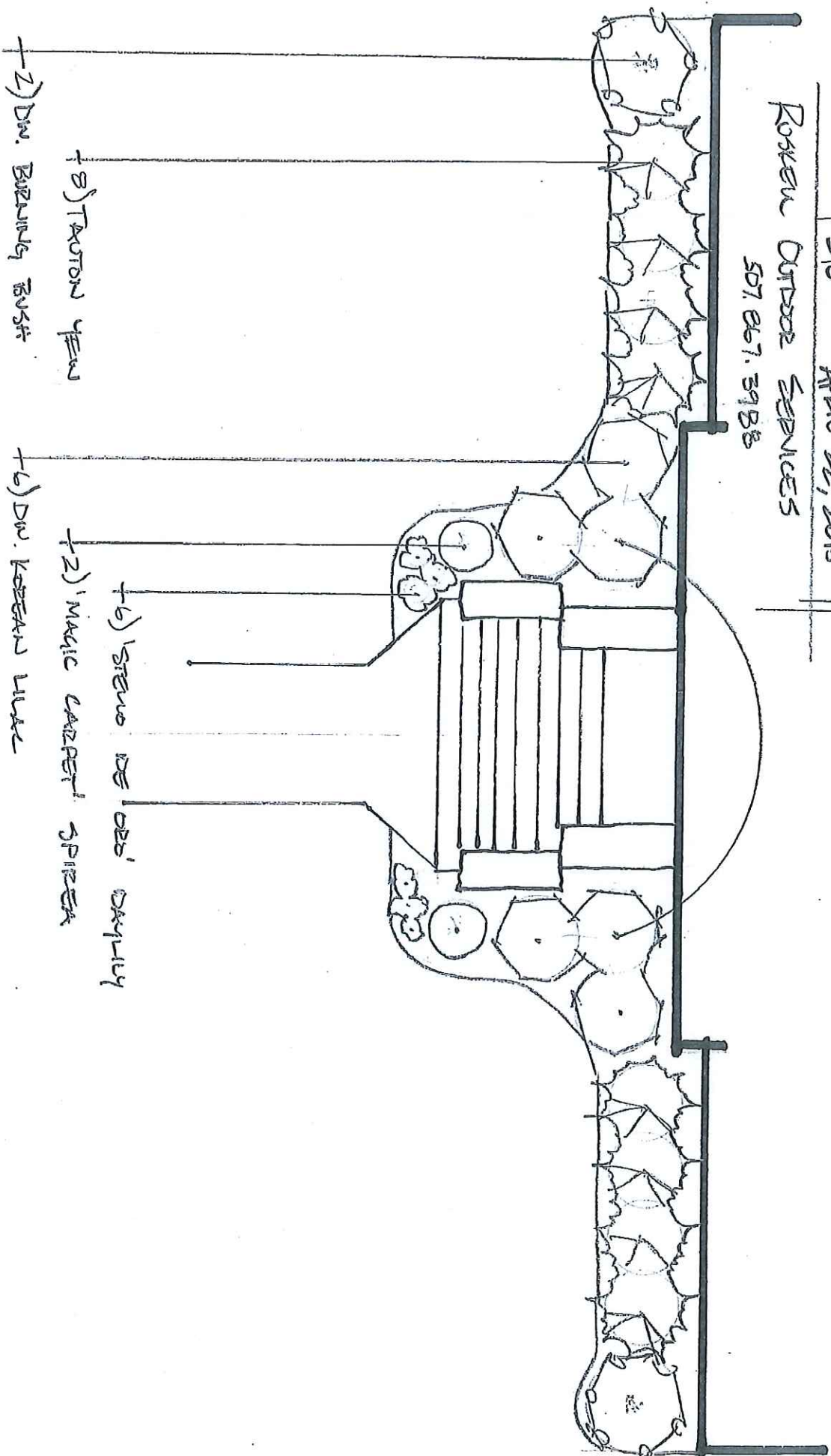
Thank you for your time,
Brian Burkholder

CHARTERED City Hall

11-10' APRIL 22, 2015

ROSEAU OUTDOOR SERVICES

507.867.3988





PO Box 69
Byron, MN 55920

Cell: 507-208-1949
brandon@decooklandscaping.com

Estimate

Date	Estimate #
8/26/2022	2443

Name / Address
City of Chatfield 21 Second Street SE Chatfield, MN 55923

Ship To

Description	Qty	Total
Euonymus, Dwarf Burning Bush #2 Pot	2	56.00
Yew, Taunton #2 Pot	8	320.00
Lilac, Dwarf Korean #2 Pot	6	222.00
Spirea, Magic Carpet #2 Pot	2	60.00
Daylily, Stella D'Oro #1 Pot	6	107.94
1-1/2" Winona Stone (Y)	8.5	850.00
Weed Preventer 6 mill	1	100.00
Commercial grade plastic edging (ft)	7	196.00
-20 foot sections with stake kit		
Boulder, Fieldstone	2	90.00
-Blue/Grey		

**** DO NOT PAY OFF ESTIMATE, YOU WILL RECEIVE
SEPARATE INVOICE ****

Subtotal \$2,001.94

Sales Tax (7.375%) \$0.00

Signature

Total \$2,001.94



Ruskell Outdoor Services Inc.
10045 170th Avenue SE
Chatfield, MN 55923
507-867-3988

Proposal

Date 4/22/2015
Estimate # 1792

City of Chatfield
21 2nd Street
Chatfield, MN 55923

gruskell@hotmail.com

Qty	Description	Rate	Total
	City Hall		
2	Dwarf Burning Bush #5	87.45	174.90
8	Taunton Yew #5	89.84125	718.73
6	Dwarf Korean Lilac - #5	87.44833	524.69
2	'Magic Carpet' Spirea #2	50.145	100.29
6	'Stella De Oro' Daylily - #1	26.24833	157.49
8.5	Winona River Rock 1.5" - yard	187.44941	1,593.32
7	Cobra Edging - 20' Sections	66.92571	468.48
1	Sod Stripping	1,530.00	1,530.00
6	Pulverized Topsoil - per yard	86.16	516.96

This is an estimate on your project, if extra costs are incurred, you will be charged accordingly. Terms are 1/2 down, cash upon completion. In the event of default and referral to an attorney, or collection agency, purchaser agrees to pay all cost of collection expense, including court costs and reasonable attorney fees. Prices good for 30 days from the date on top.

Subtotal \$5,784.86

Sales Tax (0.0%) \$0.00

Total \$5,784.86

Signature

Date

Signature

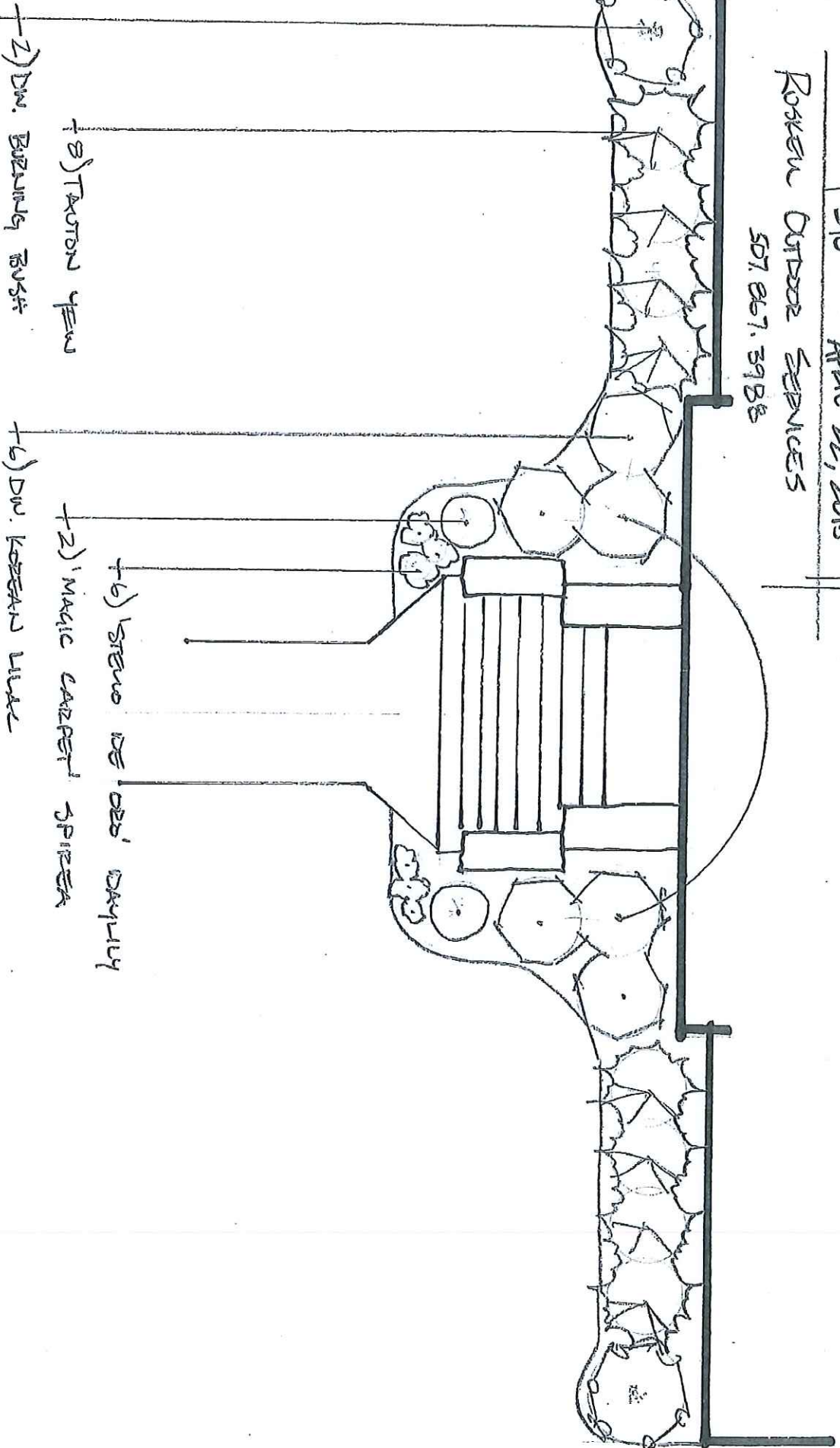
Date

Chaffin City Hall

1"=10' APRIL 22, 2015

Rosen Outdoor Services

507.867.3988



+2) DW. BUSHES BUSHES

+8) TAXON YEW

+6) DW. KOREAN LILAC

+2) MAGIC CARPET SPICEA

+6) STENO DE OBS' ORNAMENTAL

INTEROFFICE MEMORANDUM

TO: Public Works Committee
FROM: Brian Burkholder, SCS
SUBJECT: Trade Kubota for John Deere Gator
DATE: 9/7/2022

Action Requested: To consider the trade of our current 2007 RTV900 for a 2022 or 2023 HPX615E Gator depending on which dealer we go with and availability.

Background: With-in the last month, we have been having issues with our Kubota and had a couple of repairs done. The first being a leaky head gasket and repaired. The 2nd was that it still was overheating and leaking. A leaky hose was found but could not find any cause for overheating. Thinking the heat gage needs replacing. In the meantime, we used the Toolcat for watering flowers.

With the issues that we have been having, I think it is time to consider replacing the 15-year-old Kubota for a 2022-2023 John Deere Gator. Dan has been getting quotes for 3 dealers and found that the John Deere Gator would be the best fit for what we use it for. Mostly transportation, hauling push mowers and trimmers, watering flowers and trees. We also can use it to drag the fields and spray lawns if needed.

Dan received quotes from 3 dealers attached:

The Capital Plan shows that we purchased the Kubota in 2007 for \$17,500 but no replacement year is listed. Currently is shows \$18,566 in 2022.

My first option would be to trade at Midwest Machinery for a 2022 for \$7,740 since they are giving us \$5,200 for our Kubota. My second option would be to go through Preston Equipment for a 2023 for \$9,395 which they can find one available. I would like to include a rack for trimmers etc. with the purchase.

Thank you for your time,
Brian Burkholder



Quote Id: 27350197

Prepared For:
City Of Chatfield



Prepared By: **Eric Wagner**

Midwest Machinery Co.
11906 Hwy 14 East
Saint Charles, MN 55972

Tel: 507-932-4030
Fax: 507-932-5595
Email: ewagner@mmcj.com

Date: 30 August 2022

Offer Expires: 30 September 2022

Confidential



JOHN DEERE



Quote Summary

Prepared For:

City Of Chatfield
804 Twiford St Sw
Chatfield, MN 55923
Home: 507-951-1781
Business: 507-867-3810
Mobile: 507-951-1781
TLAMMERS@CI.CHATFIELD.MN.US

Prepared By:

Eric Wagner
Midwest Machinery Co.
11906 Hwy 14 East
Saint Charles, MN 55972
Phone: 507-932-4030
ewagner@mmcj.com

Quote Id: 27350197

Created On: 30 August 2022

Last Modified On: 31 August 2022

Expiration Date: 30 September 2022

Equipment Summary

2022 JOHN DEERE
GATOR™HPX615E (Model Year
2022) - 1M0615EAHNM052549

Selling Price	Qty	Extended
\$ 13,000.00 X	1 =	\$ 13,000.00

Equipment Total

\$ 13,000.00

Trade In Summary

2004 KUBOTA RTV900W
PayOff
Total Trade Allowance

Qty	Each	Extended
1	\$ 5,260.00	\$ 5,260.00
		\$ 0.00
		\$ 5,260.00

Trade In Total

\$ 5,260.00

Quote Summary

Equipment Total	\$ 13,000.00
Trade In	\$ (5,260.00)
SubTotal	\$ 7,740.00
Total	\$ 7,740.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 7,740.00

Add: (Rack 1) (per 10/22)

424141

Salesperson : X _____

Accepted By : X _____

Confidential

**JOHN DEERE**

Selling Equipment



Quote Id: 27350197

Customer: CITY OF CHATFIELD

2022 JOHN DEERE GATOR™ HPX615E (Model Year 2022) - 1M0615EAHNM052549

Hours: 0

Stock Number: 537318

				Selling Price
				\$ 13,000.00
Code	Description	Qty	Unit	Extended
57G6M	2022 JOHN DEERE GATOR, HPX615E MY22	1	\$ 11,899.00	\$ 11,899.00
Standard Options - Per Unit				
001A	COUNTRY CODE- US/CANADA	1	\$ 0.00	\$ 0.00
0505	BUILD TO ORDER	1	\$ 0.00	\$ 0.00
1011	HPAP-ALL-PURPOSE TIRES	1	\$ 0.00	\$ 0.00
2006	BENCHSEAT, GATOR YELLOW	1	\$ 0.00	\$ 0.00
2350	PARK POSITION IN TRANSMISSIO	1	\$ 0.00	\$ 0.00
3003	DLX CRGBOX POLY W/LIGHT	1	\$ 490.00	\$ 490.00
3100	KIT,HYDRAULIC CARGO BOX LIF	1	\$ 941.00	\$ 941.00
4000	OPS W/ NET	1	\$ 0.00	\$ 0.00
4030	BLACK POLY ROOF	1	\$ 506.00	\$ 506.00
4201	FRONT BRUSHGUARD	1	\$ 283.00	\$ 283.00
Standard Options Total				\$ 2,220.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 950.00	\$ 950.00
Other Charges Total				\$ 950.00
Suggested Price				\$ 15,069.00
Customer Discounts				
Customer Discounts Total			\$ -2,069.00	\$ -2,069.00
Total Selling Price				\$ 13,000.00

- Add Tool Holder

- Beacon



JOHN DEERE

Trade In



Quote Id: 27350197

Customer: CITY OF CHATFIELD

2004 KUBOTA RTV900W	
Machine Details	
Description	Net Trade Value
2004 KUBOTA RTV900W	\$ 5,260.00
Your Trade In Description	
Additional Options	
Hour Meter Reading	1914
Total	
\$ 5,260.00	



JOHN DEERE

Quote Summary

Prepared For:

CITY OF CHATFIELD CITY SERVICE SUPT
21 2ND ST SE
CHATFIELD, MN 55923
Business: 507-867-4648

Prepared By:

Scott Trouten
Preston Equipment Company
21144 Us 52
Preston, MN 55965
Phone: 507-765-3803
Mobile: 507-251-0876
strouten@prestonequipment.com

Quote Id: 27384852

Created On: 06 September 2022

Last Modified On: 06 September 2022

Expiration Date: 30 December 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™HPX615E (Model Year 2023)	\$ 15,935.00	\$ 14,750.00 X	1 =	\$ 14,750.00
Equipment Total				\$ 14,750.00

Quote Summary

Equipment Total	\$ 14,750.00
SubTotal	\$ 14,750.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 14,750.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 14,750.00

- \$1,200.00

\$13,550.00

- 4,200.00 Kubota
\$9,350.00

Salesperson : X _____

Accepted By : X _____

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**JOHN DEERE**

Selling Equipment

Quote Id: 27384852

Customer: CITY OF CHATFIELD CITY SERVICE SUPT

JOHN DEERE GATOR™ HPX615E (Model Year 2023)

Hours:

Suggested List

Stock Number:

\$ 15,935.00

Selling Price

\$ 14,750.00

Code	Description	Qty	Unit	Extended
57G8M	GATOR™ HPX615E (Model Year 2023)	1	\$ 13,699.00	\$ 13,699.00
Standard Options - Per Unit				
001A	US/Canada	1	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	\$ 0.00
1011	High-Performance All-Purpose (HPAP) Tires	1	\$ 0.00	\$ 0.00
2007	Standard Bench Seat - Black	1	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake and Tail Lights	1	\$ 546.00	\$ 546.00
3120	Cargo Box Manual Lift with Prop Rod	1	\$ 0.00	\$ 0.00
4000	OPS with Nets	1	\$ 0.00	\$ 0.00
4049	Less Black Poly Roof	1	\$ 0.00	\$ 0.00
4201	Front Brush Guard	1	\$ 315.00	\$ 315.00
Standard Options Total				\$ 861.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 950.00	\$ 950.00
	Setup	1	\$ 425.00	\$ 425.00
Other Charges Total				\$ 1,375.00
Suggested Price				\$ 15,935.00
Customer Discounts				
Customer Discounts Total			\$ -1,185.00	\$ -1,185.00
Total Selling Price				\$ 14,750.00



ST. JOSEPH EQUIPMENT INC.

4710 Country Road 7 SE
 Eyota, MN 55934
 Store (507) 545-2000; TF (800) 245-6030; Fax (507) 545-2320
 www.stjosephequipment.com

Ship To: SAME AS BELOW

Invoice To: CITY OF CHATFIELD
 21 2ND ST SE
 CHATFIELD MN 55923

Branch 02 - EYOTA		
Date 10/06/2021	Time 11:26:54 (O)	Page 1
Account No. CHATF003	Phone No. 5078673810	Estimate No. Q10531
Ship Via		Purchase Order
MN EXEMPT 3/18		
GRADON P SCHULTZ		Salesperson S28

RETAIL PURCHASE ORDER

Description ** Q U O T E ** EXPIRY DATE: 12/05/2021 Amount

Stock #: 018681 Serial #: 14964.00
 New KU RTV-X900WL-H
 New Kubota RTV-X900WL-H Kubota RTV-X900WL-H
 TURN SIG/HAZARD LGT KIT/X900,X1120D Kubota K7591-99610
 \$244.78
 WIRE HARNESS KIT / MULTIPLE ACCESY Kubota 77700-VC5080
 \$167.22
 LED STROBE LIGHT CAB PNF Kubota 77700-VC5056 \$136.11
 MIRRORS - EXTERNAL (2) Kubota 77700-VC5076 \$100.66

Sale # 01 Subtotal: 14964.00
 TOTAL: 14964.00

Trade Ins
 =====

Serial #: 68929 4500.00-
 KUBOTA RTV900 1850 HOURS NEEDS TIRES, RUNGS GOOD

Trade In Total: 4500.00-

Subtotal: 10464.00
 Quote Total: 10464.00

Authorization: _____

NOTICE TO PURCHASER

Read this contract before you sign it. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights. It is understood that this is the entire agreement between the parties. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the seller. By signing below, purchaser agrees to the Acknowledgements and Additional Terms and Conditions, as referenced on the attached document, St. Joseph Equipment Inc Terms & Conditions.

X

Customer Signature

Date

X

Employee Signature

Date



(/)

2021 Polaris Industries RANGER 1000 EPS Solar Red

\$15,299.00



1 of 1

Key Features

Availability

Brochure

Year

2021

Dan Funk

From: Podein's Power Equipment <main@podeinsinc.com>
Sent: Thursday, August 25, 2022 2:20 PM
To: Dan Funk
Subject: Polaris Ranger quote

Here are the details for a new Ranger

2022 Ranger 1000 EPS Solar Red
MSRP \$16,499
discount \$499
subtotal \$16,000
plus applicable tax (I assume you are tax exempt for this purchase)
This unit is currently in transit and would be available within a week

We can also place an order for a 2023
2023 Ranger 1000 EPS Sage Green
MSRP \$16,499
discount \$499
subtotal \$16,000
plus applicable tax (I assume you are tax exempt for this purchase)
I would have to place a new order for this unit with an estimated shipping date of November-December.
Let me know if you have any questions

Thanks
Ryan Podein

- 1,000 lb box capacity



- 2,500 lb Towing

- Box 36 $\frac{3}{4}$ " L x 54 $\frac{1}{4}$ " W x 12 $\frac{1}{2}$ " High

- Power Steering

- No Beacon, No Roof, No Windshield

Kubota Box 47" L x 52" W x 11 $\frac{1}{2}$ " Tall



City of Chatfield

Thurber Community Center • Chatfield Municipal Building
21 Second Street Southeast • Chatfield, Minnesota 55923 • 507-867-3810
www.ci.chatfield.mn.us

MEMORANDUM

TO: PUBLIC WORKS COMMITTEE
FROM: CRAIG BRITTON
SUBJECT: STRATEGIC INITIATIVE – INFRASTRUCTURE EXPANSION AREAS
DATE: SEPTEMBER 6, 2022
CC: CITY CLERK, JOEL YOUNG AND SUPERINTENDENT OF CITY SERVICES, BRIAN BURKHOLDER

Action Requested: Provide recommendation to City Council on Widseth proposal for analyzing infrastructure expansions in the areas of Burr Oak Avenue NE north of Margaret Street NE along with Division Street NW.

Background: As part of the City's recent strategic planning efforts, growing the City was identified as a strategic direction of the City. One of the initiatives involves looking at the scope and feasibility of expanding infrastructure beyond the current City limits.

At last months public works committee meeting there were two main areas of growth that were identified for further study. Those areas included the Burr Oak Avenue NE extension north of Margaret Street NE along with Division Street NW. Widseth reviewed the scope of the work involved with the analysis and prepared the enclosed proposed for your review and consideration.

Please let me know if you have any questions.

Sincerely,

Craig Britton

August 17, 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
City Expansion Area Analysis – Burr Oak Ave and Division Street Infrastructure Expansion**

Dear Mr. Young:

In response to your request, we are pleased to submit our proposal to provide professional services to perform an analysis of the proposed Burr Oak Avenue NE extension north of Margaret Street NE along with infrastructure expansion in the area of Division Street NW. Our proposal includes preparing a report outlining our findings along with estimated costs of the proposed improvements.

Background Information

As part of the City's recent strategic planning efforts, growing the City was identified as a strategic direction of the City. One of the initiatives involves looking at the scope and feasibility of expanding infrastructure beyond the current City limits to promote the development of the City.

City staff reviewed the initiative with the Public Works committee and the two main areas of focus identified at the meeting include the northern expansion of Burr Oak Avenue north of Margaret Street NE along with the extension of infrastructure on Division Street NW.

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

Prepare Report:

WIDSETH proposes to prepare a report for the proposed areas of expansion which will include estimated costs of infrastructure improvements. Items included with the proposal are:

- Meeting with staff to discuss scope of expansion areas.
- Review existing infrastructure in the proposed expansion areas.
- Review previous Burr Oak Avenue NE project plans and right-of-way needs.
- Provide recommendations for infrastructure improvements (sanitary sewer, water main, storm sewer, stormwater facilities, streets and pedestrian facilities) within the expansion areas.
- Preparation of a cost estimate for each of the expansion areas.

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 \$7,760.

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.

We thank you for giving us the opportunity to submit this proposal and look forward to working with City staff on this study.

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 _____

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.**



City of Chatfield

Thurber Community Center • Chatfield Municipal Building
21 Second Street Southeast • Chatfield, Minnesota 55923 • 507-867-3810
www.ci.chatfield.mn.us

MEMORANDUM

TO: PUBLIC WORKS COMMITTEE
FROM: CRAIG BRITTON
SUBJECT: REVIEW OF CITY DEVELOPMENT STANDARDS AND FEES
DATE: SEPTEMBER 6, 2022
CC: CITY CLERK, JOEL YOUNG AND SUPERINTENDENT OF CITY SERVICES, BRIAN BURKHOLDER

Action Requested: Provide recommendation to City Council on Widseth proposal for reviewing current City development standards and fees.

Background: At last months public works committee there was discussion on how to approach reviewing the current City development standards and fees in an attempt to stay current with existing and anticipated growth and development trends. Examples of development standards that could be reviewed include such items as; street widths, sidewalk locations and widths, bike lanes and other pedestrian facilities, lot widths, impervious coverage, density, parking requirements, etc...

City fees include sanitary and water area charges, parkland dedication fees, and the potential of stormwater related fees.

Widseth reviewed the scope of work and offers the enclosed proposal for your review and consideration.

Please let me know if you have any questions.

Sincerely,

Craig Britton

August 17, 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 Professional Services
Review of Development Standards and Fees**

Dear Mr. Young:

In response to your request, we are pleased to submit our proposal to review current City development standards and fees. Our proposal includes preparing a report summarizing our findings.

Background Information

City staff met with the Public Works committee and discussed reviewing current City development standards and fees. Examples of development standards to be reviewed include such items as street widths, sidewalk location and widths, bike lanes and other pedestrian facilities, lot widths, impervious coverage, density and parking requirements. City fees include sanitary and water area charges, parkland dedication fees and the potential of stormwater related fees.

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

Prepare Summary Report:

WiDSETH proposes to prepare a report outlining our findings which will include a comparison to some surrounding communities. Items included with the proposal are:

- Creating a chart that outlines the City's current development standards and fees.
- Preparation of a report outlining our findings.

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 \$5,230.

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 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.

August 17, 2022
Review of Development Standards and Fees
City of Chatfield

We thank you for giving us the opportunity to submit this proposal and look forward to working with you on this project.

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 _____

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.**