



Le Sueur County, MN

Tuesday, June 23, 2015

Board Meeting

Item 5

9:40 am Darrell Pettis, Administrator

RE: Professional Service Agreement for City of Le Sueur TAP Project

RE: TH 169 and CR 28 Bid Results

RE: County Equipment

Staff Contact:

**AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF LE SUEUR 2016 SIDEWALK RECONSTRUCTION
LE SUEUR COUNTY, MINNESOTA**

This Agreement, made this ____ day of _____, 2015, by and between the County of Le Sueur, 88 South Park Avenue, LeCenter, Minnesota, hereinafter referred to as COUNTY, and Bolton & Menk, Inc., 1960 Premier Drive, Mankato, Minnesota, hereinafter referred to as CONSULTANT.

WITNESS, whereas the COUNTY has agreed to serve as the sponsoring agency for the City of Le Sueur Transportation Alternatives project referred to for the purposes of this agreement as the 2016 Sidewalk Reconstruction Project and identified in exhibit I-1.A, and whereas the City of Le Sueur is authorized to act as an agent on behalf of the sponsoring agency in the employ of professional services required in conjunction with the design and construction of said project, and whereas the CONSULTANT agrees to furnish the various professional services required by the COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in EXHIBIT I and EXHIBIT I-1.A.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in EXHIBIT I.B or as described in Paragraph IV.B.

SECTION II - THE COUNTY'S RESPONSIBILITIES

- A. The COUNTY shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The COUNTY shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by COUNTY.
- C. The COUNTY will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The COUNTY will give prompt notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any defect in the proposed project.
- E. The COUNTY shall designate a liaison person to act as the COUNTY'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the COUNTY'S policies with respect to the project and CONSULTANT'S services.

- F. The COUNTY shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CONSULTANT will be responsible for completing all of the permitting requirements for this project and the COUNTY will be responsible for all permitting fees associated with this project.
- H. The COUNTY will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the COUNTY in selecting a testing company. Payment for testing services shall be made directly to the testing company by the COUNTY and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. FEES

1. The COUNTY will compensate the CONSULTANT in accordance with the following schedule of fees for the time spent in performance of Agreement services.

Employee Classification	Hourly Billing Rates
Sr. Principal Engineer/Surveyor	\$120-150/Hour
Sr. Project Manager - Principal Engineer/Surveyor	\$100-150
Senior Transportation/Aviation Planner	\$110-150
Project Manager (Inc. Landscape Architect)	\$100-150
Project/Design Engineer/Planner/Landscape Architect	\$60-135
Licensed Surveyor	\$70-135
Project Surveyor	\$60-100
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-120
Senior Technician (Inc. Survey ¹)	\$70-145
Technician (Inc. Survey ¹)	\$50-90
Administrative Support & Clerical	\$35-80
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No Separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the costs of this equipment are included in the rates for Survey Technicians.

2. Total cost for the Basic Services, as itemized under EXHIBIT I-1.A shall not exceed \$121,900.

Basic Services includes the following work tasks:

- Project Management / Meetings
- Data Collection
- Environmental Documentation
- Preliminary Design
- Utility Coordination
- Final Design and Plan Preparation
- Bidding Services

4. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 15%) for the following Direct Expenses when incurred in the performance of the work.
 - a. COUNTY approved outside professional and technical services.
 - b. Other costs for such additional items and services that the COUNTY may require the CONSULTANT to provide to fulfill the terms of this Agreement.

5. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
- B. The payment to the CONSULTANT will be made by the COUNTY upon billing at intervals not more often than monthly at the herein rates.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the COUNTY changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the COUNTY of any Additional Services, prior to furnishing such additional services. The COUNTY may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless COUNTY and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall COUNTY be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

COUNTY shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by COUNTY'S employees, agents, or consultants. In no event shall CONSULTANT be liable to COUNTY for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the COUNTY'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The COUNTY agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of COUNTY, CONSULTANT shall provide COUNTY with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the COUNTY and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The COUNTY acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by COUNTY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the COUNTY shall be on an "AS IS" basis strictly for the convenience of the COUNTY without any warranties of any kind. As such, the COUNTY is advised and acknowledges that use of such information may require substantial modification and independent verification by the COUNTY (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the COUNTY, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the COUNTY to verify compatibility with its system and long-term stability of media. COUNTY shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the COUNTY shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the COUNTY. COUNTY may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the COUNTY. However, such documents are not intended or represented to be suitable for reuse by COUNTY or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at COUNTY'S sole risk and without liability or legal exposure to CONSULTANT.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from COUNTY not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. PAYMENTS

If COUNTY fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition after giving seven days' written notice to COUNTY, CONSULTANT may, without waiving any claim or right against the COUNTY and without incurring liability whatsoever to the COUNTY, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the COUNTY shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

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

P. DISPUTE RESOLUTION

COUNTY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. Disputes not resolved by mediation shall then be submitted to arbitration in accordance with provisions of the Construction Industry Arbitration Rules of the American Arbitration Association. CONSULTANT and the COUNTY agree to require an equivalent dispute resolution process governing all contractors, sub-contractors, suppliers, consultants, and fabricators concerned with this project.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon COUNTY and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

COUNTY: Le Sueur County, Minnesota _____

CONSULTANT: Bolton & Menk, Inc. _____

EXHIBIT I

PROJECT RELATED SERVICES BY CONSULTANT

CITY OF LE SUEUR 2016 SIDEWALK RECONSTRUCTION LE SUEUR COUNTY, MINNESOTA

I.A. BASIC SERVICES

For purposes of this specific project, Basic Services to be provided by the CONSULTANT are as follows:

1. Upon authorization to proceed, the CONSULTANT shall perform environmental documentation and prepare detailed plans and specifications conforming to the requirements of the Transportation Alternatives Program (TAP) Federal Aid, the Minnesota Department of Transportation (MnDOT) State Aid for Local Transportation, Le Sueur County, and the City of Le Sueur at outlined in EXHIBIT I-1.A.
2. The CONSULTANT shall submit a preliminary set of plans (approximately 50% & 95% complete) to the COUNTY for review.
3. The CONSULTANT shall submit a final set of plans and specifications to the COUNTY and City of Le Sueur for review and approval.
4. CONSULTANT shall submit review plans and specifications with appropriate agencies having jurisdiction over the project including, but not limited to, Le Sueur County, The City of Le Sueur, and Minnesota Department of Transportation State Aid for Local Transportation, when required by that agency.
5. The CONSULTANT shall incorporate comments from the COUNTY, City of Le Sueur, and MnDOT and submit plans and specifications for final review and approval.
6. The CONSULTANT shall prepare cost estimates as required by the COUNTY.
7. The CONSULTANT will complete preparation of permit applications required for this project.
11. The CONSULTANT shall prepare the necessary bid documents and proposal forms, and advertisement for bids and shall supply sufficient numbers of plan sets for distribution to bidders for which a charge to cover reproduction expenses and clerical time can be made by the CONSULTANT to plan holders. COUNTY shall assume responsibilities and costs for bid advertisement notices. Up to 15 sets of plans (full or half size) and specifications may be provided to COUNTY, as requested.
12. The CONSULTANT shall address questions from bidders and material suppliers and issue and addenda that may be required for corrections, clarifications or additions to the bidding documents during the bidding period.
13. The CONSULTANT shall assist in securing bids, attend the public bid letting, tabulate unit price bid items and report back to the COUNTY with recommendations on award of bid.

I.B. ADDITIONAL SERVICES

Page 10 of 12

Engineering services performed other than those authorized under Section I.A shall be considered not part of the Basic Services and may be authorized by the COUNTY as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic or are not definable prior to the commencement of the project or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. EASEMENT & ACQUISITION SERVICES. Boundary and easement surveys for the purpose of describing project sites and easements, preparation of property descriptions, site maps, assistance with eminent domain proceedings, court preparation and testimony.
2. REMONUMENTATION. Replacing lost or obliterated government survey corners or property corners along the project route.
3. ENVIRONMENTAL SERVICES. Environmental services associated with hazardous materials and contaminated soils.
4. All other services not specifically identified in EXHIBIT I Section I.A or I.B and EXHIBIT I-1.A.

EXHIBIT I-1

PROJECT SCOPE, COST SHARE, AND COST ESTIMATE

I-1.A. PROPOSED SCOPE OF SERVICES

For purposes of this specific project, CONSULTANT has prepared as EXHIBIT I-1.A Proposed Scope of Services containing general project information, detail scope tasks, and a project location map.

Proposed Scope of Services

Le Sueur 2016 Sidewalk Project

City of Le Sueur, Minnesota

City Project Number: XXXX

April 21, 2015

Location: The Le Sueur 2016 Sidewalk Project will include reconstruction of existing sidewalk along portions of 4th Street (North & South), 5th Street (North & South), Bridge Street, and Ferry Street. The attached 2015-2016 Proposed Sidewalk Improvements map has identified the TAP Grant Areas, which depict the proposed 2016 sidewalk reconstruction locations.

General Scope Description: Bolton & Menk will complete stakeholder engagement, preliminary design, environmental documentation, final design, and project plans, specifications, cost estimate, and permits.

Bolton & Menk Proposed Leadership:

- Client Services Manager – Owen Todd, PE
- Project Manager – Peter M Lemke, PE
- Transportation Design Engineer – Josh Howe
- Environmental Technician – Gina Aulwes
- QA/QC for Design and ADA – Dena King

Schedule: the D7 ATP has awarded 2016 Transportation Alternatives Program grant funds (federal funds) to this project. To meet the needs of the City and requirements for use of federal funds, this project will follow Federal Aid project delivery, the Delegated Contract Process (DCP), and adhere to the attached schedule.

Detailed Scope Tasks:

Task 1: Project Management / Meetings

1. PMT Meetings - Bolton & Menk will facilitate monthly Project Management Team (PMT) meetings with project partners to discuss the status of the project. We anticipate this project will need up to 10 PMT meetings.
2. Public Open House – Bolton & Menk will facilitate two open house events to introduce the project, explain the purpose and need, and communicate the design and construction schedule.
3. Coordination – Bolton & Menk will have ongoing coordination with the City's project manager and staff. Bolton & Menk will also coordinate with Le Sueur County and MnDOT staff as necessary. This task includes coordinating with the City to provide project updates for distribution by website/email/newsletter.
4. Property Owner/Resident Meetings - Bolton & Menk staff will be available for meetings with property owners and residents to answer questions, resolve project issues, and understand concerns. We anticipate up to five site visits for property owner meetings.

Deliverables: Meeting Agendas, Minutes, Open House Materials, Ongoing Coordination, Property Owner Meetings

Task 2: Data Collection

1. Field Review – Bolton & Menk design team will perform a field walk to confirm understanding of conditions and document with pictures.
2. Research
 - Gather section corner information available from County Surveyor's office/on-line
 - Review title reports and/or title insurance commitments (provided by others)
 - Get copies of plats from City
 - Right of Way Plat (Task 2.2a need based on any project areas that are not platted)
 - Initiate Gopher One Call utility locate requests
 - Ground markings
 - Maps
3. Base Map
 - Map section lines, plats, rights-of-way and easements from research material
 - Create search points for property corner markers
4. Horizontal and Vertical Control Surveys
 - Establish intermediate horizontal control points along project area
 - Establish bench marks along the project area
5. Topographic Survey - Bolton & Menk will complete detailed topographic survey of the sidewalk replacement areas
6. Process Topographic Data
 - Create TIN for contouring
 - Map physical site improvements
 - Map utilities
 - Modify base mapping to conform to found property markers

Deliverables: Field Review, Base Map, Topographic Survey, Topographic Mapping

Task 3: Environmental Documentation

1. Project Memorandum
 - a. Early Coordination: Preparation and submittal of the cultural review request and the state and federal threatened and endangered species requests
 - b. Prepare Project Memorandum as required by the FHWA, including: identification of needs and deficiencies; consideration of the potential social, economic, and environmental impacts of the project; evaluation of the avoidance of potential impacts; documentation of the analysis and agency correspondence; statement of design standards, elements, and exceptions (should there be any).

Deliverables: Project Memorandum

Task 4: Preliminary Design

1. Geometric Layout
 - a. Prepare a color geometric layout at 50-scale that displays a plan view of sidewalk and ADA pedestrian ramp locations, construction limits, and existing and proposed typical sections.

- b. Present to City of Le Sueur for staff approval and make revisions based on City of Le Sueur comments.
 - c. Present to County of Le Sueur for staff approval and make revisions based on County of Le Sueur comments
 - d. Submit final layout to the City and County.
2. Design Memorandum
 - a. Prepare a Design Memorandum to document project scope, decision-making process relative to sidewalk design and implementation of Americans with Disabilities Act (ADA) Guidance.
3. Cost Estimate
 - a. Develop a preliminary construction cost estimate that corresponds with the geometric layout.

Deliverables: Geometric Layout, Design Memorandum, Cost Estimate

Task 5: Utility Coordination

1. Utility Identification – Bolton & Menk will identify the location and potential impacts of known existing public and private utilities within the project area. The Bolton & Menk team will develop this information in coordination with Task 2: Data Collection and include in the Existing Conditions and Utilities Plan noted in Task 6: Final Design and Plan Preparation.
2. Utility Impacts and Relocation – Bolton & Menk will send final design plans to utility owners for relocation planning and coordination at the 50% and 95% plan levels. Further correspondence and coordination with utility owners may be necessary to understand and resolve potential issues.
3. Utility Coordination Meetings – Bolton & Menk will prepare for and facilitate utility coordination meetings with public and private utility owners. Our scope accommodates up to three meetings.

Deliverables: Utility Coordination, Meeting Facilitation, and Meeting Summaries

Task 6: Final Design and Plan Preparation

Our team will complete the detailed design of the proposed sidewalk reconstruction consistent with the latest MnDOT design requirements, Americans with Disabilities Act (ADA) Standards, Public Rights of Way Accessibility Guidelines (PROWAG), and in accordance with all Federal and State laws, rules, and regulations.

1. Plan Sheets - Our team of engineers and technicians are committed to providing plans that ensure proper ADA curb ramp design, sidewalk grades, and surface drainage. The Bolton & Menk team will produce comprehensive, detailed construction plans that are legible and constructible. Construction plans will be prepared in adherence to Federal Aid policy and State Aid Rules. This task includes preparation of applicable plan sections such as:
 - Title Sheet
 - General Layout
 - Statement of Estimated Quantities
 - Tabulations
 - Typical Sections / Construction Details
 - Standards Plans
 - Existing Conditions and Utilities Plans
(includes minor relocations and adjustments consistent with the project scope)
 - Right of Way Plans
 - Removal Plans
 - Construction & Grading Plans

- Turf Establishment and Erosion Control Plans
2. Project Specifications – Bolton & Menk will prepare special provisions to submit with the final construction plan.
 3. Engineer's Estimate – Bolton & Menk will prepare an engineer's cost estimate with breakdowns provided for the various funding sources and participating/non-participating items where necessary.
 4. Documents for DCP - Bolton & Menk will prepare and submit various forms as required in the Delegated Contract Process (DCP) checklist for local agency federal-aid projects. This task includes preparation of:
 - Right of Way Certificate (certifies that existing right of way is sufficient to construct the project)
 - Utility Relocation Certificate (certifies that utility companies have been notified of relocations and schedule for completion of relocations)
 - Request for Lab Services Form (request for MnDOT testing and lab services, if any)
 - Federal Aid Plan Checklist (verifies necessary plan content and requirements are met)
 5. Submittals - Bolton & Menk will submit final design plans and other documents for review at the following stages of completion:
 - 50% Plan Review – submittal to include final design plans and a format/index for the special provisions.
 - 95% Plan Review – submittal to include final design plans, specifications, and engineer's estimate. We will incorporate agency comments from the 50% plan review.
 - Final Plan Approval – submittal of final design plans, specifications, and engineer's estimate for approval and signatures. Any final agency comments will be addressed in this submittal.
 6. Permits - Bolton & Menk will prepare and coordinate all necessary permits for the project.
 7. Bidding Documents - Bolton & Menk will prepare and assemble bidding documents that will include project specifications, instructions to bidders, bid proposal form, labor/wage requirements, and MnDOT attachments.

Deliverables: Construction Plans (50%, 95%, and final), Engineer's Estimate (95% and final), Special Provisions (95% and Final), DCP documents, permits, bidding documents. Complete final construction plans on 11" x 17" signed by licensed Bolton & Menk engineer and all approving agencies.

Task 7: Bidding Services

Our team will lead contract bidding and award activities in accordance with Federal Aid, State Aid, and DCP requirements.

1. Advertisement for Bid - Bolton & Menk will prepare and publish the advertisement for bid.
2. Distribute Bidding Documents - Bolton & Menk will distribute bid documents.
3. Responses to Questions - Bolton & Menk will provide responses to contractor questions.
4. Issue Addenda - Bolton & Menk will issue addenda as required.
5. Bid Opening and Tabulation - Bolton & Menk will attend the bid opening and assist the City in preparing bid tabulation and verification.

Deliverables: Advertisement for Bid, distribution of bid documents, responses to contractor questions, and issue addenda.



Map Document: \\Arcsrmv1\GIS\LESU\Basemap\ESRI\Mapx2015\LeSu_2015_2016ProposedSidewalkImprovements_11x17.mxd
Data Saved: 5/18/2015 10:12:46 AM

Bolton & Menk, Inc.

Page 21 / 22

BID TABULATION
TH 169 R/Cut Intersection Improvements
Le Sueur County, MN
T42.107425

Bids Date: 6/22/15
 Time: 1:00 p.m.

Addendum(s): None

1,938,861.23

BIDDERS		TOTAL AMOUNT BID
1.	Sibley Aggregates	2,261,966.65
2.	Landweyer Construction	2,277,437.73
3.	Peterson Companies	2,146,085.65
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Bolton & Menk, Inc.
CONSULTING ENGINEERS & SURVEYORS
 Mankato – Fairmont – Sleepy Eye – Burnsville – Willmar – Chaska – Ramsey – Maplewood – Baxter – Rochester MN
 Ames – Spencer, IA & Fargo, ND