

A G E N D A
CITY COUNCIL MEETING
MONDAY, DECEMBER 4, 2023
5:30 P.M.
COUNCIL CHAMBERS

Call to Order.

Pledge of Allegiance.

Roll Call.

- (mot) 1. Adoption of Agenda.
- (mot) 2. Approving minutes from November 20, 2023.
- 3. Recognitions and Awards.
- (mot) 4. *Consent Agenda

Claims:

- a. Pre-list of bills

PETITIONS AND REQUESTS:

- (res) 5. Accepting 2024 Hormel Foundation grant awards.
- (res) 6. Establishing license and miscellaneous operational fees for 2024.
- (mot) 7. Approving office chair purchases for the Police Department.
- (res) 8. Approving amendment number 2 for the design service contract on the I-90 bridge replacement project.
- (res) 9. Accepting a land donation from Virginia Kehret.
- (res) 10. Approving a bench rental agreement with United States Bench Corporation.
- (res) 11. Approving a contract with SEH for consulting services on the airport fuel system upgrade project.
- (res) 12. Approving an amendment to a contract with WHKS for the Oakland Avenue & 1st Avenue reconstruction projects.
- (res) 13. Requesting feasibility reports for 2024 street reconstruction projects.
- (res) 14. In support of the local road improvement program grant application.
- (mot) 15. Granting the Planning and Zoning Department the power to contract for the removal of junk and/or illegally stored vehicles at 809 13th Avenue SW, Lopez-Machuca & Acosta Property.

CITIZENS ADDRESSING THE COUNCIL

HONORARY COUNCIL MEMBER COMMENTS

REPORTS AND RECOMMENDATIONS:

City Administrator

City Council

(mot) Adjourn to **Monday, December 18, 2023** at 5:30 pm in the Council Chambers.

All items listed with an asterisk () are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a council member or citizen so requests in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda.

MINUTES
CITY COUNCIL MEETING
November 20, 2023
5:30 PM
Council Chambers

MEMBERS PRESENT: Mayor King. Council Members Paul Fischer, Laura Helle, Jason Baskin, Michael Postma, Joyce Poshusta, Geoff Baker and Council Member-at-Large Jeff Austin

MEMBERS ABSENT:

STAFF PRESENT: City Administrator Craig Clark, Director of Administrative Services Tom Dankert, Police Chief David McKichan, Human Resources Director Trish Wiechmann, Public Works Director Steven Lang, Fire Chief Jim McCoy, Planning and Zoning Administrator Holly Wallace, City Attorney Craig Byram, Library Director Julie Clinefelter, Waste Water Treatment Plant Superintendent Chad Heard and City Clerk Ann Kasel

APPEARING IN PERSON: Mark Nibaur, Pat Lynch, Kathy Serratore, Patty Mueller, Jon Erichson, Cody Fox, Austin Daily Herald

Mayor King called the meeting to order at 5:30 p.m.

Moved by Council Member Baker, seconded by Council Member Fischer, approving the agenda. Carried.

Moved by Council Member Fischer, seconded by Council Member Postma, approving Council minutes from November 6, 2023 and November 16, 2023. Carried.

AWARDS AND RECOGNITIONS

Kathy Serratore, with Marcusen Park Baseball Association, thanked the City for their help with the loan to replace the lighting at the park. They recently paid off the loan for the lighting.

Representative Patti Mueller stated she spent some of the summer traveling around to the Minnesota State prisons and noted some are in very poor shape. The House bonding committee also visited Austin to view their bonding requests. She also updated the Council on the paid family leave act which applies to government employees.

CONSENT AGENDA

Moved by Council Member Fischer, seconded by Council Member Baker, approving the consent agenda as follows:

Licenses:

Cigarette (transfer): Buy the Way Foodmart, 1205 Oakland Place SE
Gas Station (transfer): Buy the Way Foodmart, 1205 Oakland Place SE
Liquor Catering: Green Mill of Albert Lea, Albert Lea

Claims:

- a. Pre-list of bills
- b. Financial and Investment Reports.

Carried.

PUBLIC HEARINGS

A public hearing was held to review a currency exchange license application from Tienda y Taqueria Guerrero, Inc. City Clerk Ann Kasel stated a public hearing is required to be held annually for the renewal of the license. There have been no complaints regarding the currency exchange license.

There were no public comments.

Moved by Council Member Baker, seconded by Council Member Poshusta, adopting a resolution approving a currency exchange license from Tienda y Taqueria Guerrero, Inc. Carried 7-0.

PETITIONS AND REQUESTS

Public Works Director Steven Lang stated the City originally received a MnDNR grant in April of 2018 in the amount of \$1,125,000 for the North Main Street flood control project. There was \$300,000 on the grant when North Main was completed and that was approved to be used for the Waste Water Treatment Plant levee project. An additional \$4 million dollars was recently added to that project through grant amendment number 3 for additional funding for the Waste Water Treatment Plant levee. Mr. Lang requested the Council approve grant amendment number 3 to the Community Flood Risk Reduction grant.

Moved by Council Member-at-Large Austin, seconded by Council Member Fischer, adopting a resolution approving grant amendment number 3 to the Community Flood Risk Reduction Grants with the MnDNR. Carried 7-0.

Mr. Lang expressed his appreciation of MnDNR grant manager Pat Lynch for his work on the flood control projects. Mr. Lang provided a slide show of the before and after progress from flooding events to highlight the major improvements that have been made in Austin for flooding.

Jon Erichson, former City Engineer, thanked Pat Lynch for all of his efforts.

Cody Fox, Cedar River Watershed District, also thanked Pat for his work on the projects.

Mayor King presented Mr. Lynch with a certificate of appreciation and a key to the City.

Mr. Lynch stated he appreciated the City's appreciation of his work and he stated the DNR uses Austin as a model of how to do things.

Moved by Council Member Baker, seconded by Council Member Poshusta, appointing Tyler Hulsebus to the Austin Utilities Board, term expiring December 31, 2024.

City Administrator Craig Clark requested the Council approve a contract for 33 employee evaluations with Assessments International.

Chad Heard read a statement from City employees stating there is a trust problem with the City and the employees would like the Council to get Employee Strategies back to solve the culture issues the City has. He stated employees have built trust with Employee Strategies and that trust is very valuable.

Council Member Poshusta stated she has changed her mind about going with Assessments International for the 360's. She stated she is saddened that employees are upset about the lack of trust with administration. She stated the willingness of the employees to engage in conversations shows the commitment that employees have to solving the issues. She thanked Chad Heard for reading the employee statement. She asked what the real reason is that Employee Strategies isn't wanting to work with the City.

Mayor King stated he had assured Employee Strategies that the City was committed to the process. Then Council Member Baskin found a different company for the 360's for an economy of scale. That proposal was brought forward and it was an unintended consequence that Employee Strategies dropped the City. He stated the plan is still the same but with different vendors.

Council Member Helle stated there was some key information missing from the last Council meeting. She stated the recommendation from Employee Strategies was for one or two 360's that were custom designed for the City's current issues, which was the reason they were at a higher price point. She stated she did not understand when she made her vote that the 360's were not comparable products being presented. She stated she wasn't clear if the materials presented to Council didn't include that information but that information didn't come to her until after the vote to use Assessment International. She stated she would like to spend money on professional development but the 360's aren't going to improve the culture. She stated the funds set aside for 360's could be turned over the department heads for individual professional development.

Mayor King stated the Council has made a significant investment into employees with the City's insurance contribution and he is committed to doing better for employees.

Council Member-at-Large Austin stated he voted for the Assessment International plan to provide more evaluations for employees. However, he stated if he had known all the information at the time of the vote, he would have voted differently.

Council Member Baskin thanked Mr. Heard for his statement. He stated he is committed to improving the culture in Austin and it should have been done years ago. He commended the employees for showing up and for trying to make progress.

Council Member Postma stated he appreciated Mr. Heard's well thought out and well written letter and he too was disappointed that Employees Strategies is no longer available to work with. He would like to table the Assessments International proposal and work to find other options.

Council Member Baker agreed that it is a tragedy that Employee Strategies is gone. He stated he would like to figure out a better way.

After additional discussion, moved by Council Member Poshusta, seconded by Council Member Baker to table the Assessments International proposal. Carried 7-0.

Moved by Council Member Poshusta, seconded by Council Member-at-Large Austin, to call for a closed session to evaluate leadership the week of November 27th.

Mayor King questioned if the motion could be made since it wasn't on the agenda.

City Attorney Craig Byram stated two members of Council can call for a special meeting. He stated the intent of the meeting isn't clear to him and if it would need to be closed. He stated the motion should specify the employee for an evaluation.

Council Member Poshusta modified her motion to include the employee – Craig Clark and to have the meeting as soon as possible. Motion seconded by Council Member Helle.

Council Member Baker asked if there needs to be a vote on the meeting.

City Attorney Byram stated there does not need to be a vote on the motion to call the meeting since two Council Members called it. He stated calling a special meeting usually doesn't happen at a Council meeting, it is usually just put on the calendar.

Mayor King stated there will be no vote on the item and the meeting will be added to the calendar.

City Clerk Ann Kasel requested the Council approve 2024 liquor licenses. She stated all of the licensees have completed the paperwork and provided the requested information.

Moved by Council Member-at-Large Austin, seconded by Council Member Fischer, adopting a resolution granting 2024 off-sale liquor licenses, club on-sale licenses and wine on-sale licenses. Carried 6-0 with Council Member Helle abstaining.

City Clerk Ann Kasel stated the State of Minnesota allocated annual funding for election administration to counties beginning in 2023. Mower County received \$9,008.58 with 50% going to the County, 50% to the government unit that administers absentee voting (which is the

County) and the remaining 25% to be allocated amongst the cities and townships based on their share of registered voters. The City of Austin would receive \$1,479.86. The County has requested each city or township adopt a resolution to allow that funding to be used to offset election expenses. She requested the Council approve the resolution.

Moved by Council Member Baker, seconded by Council Member Poshusta, adopting a resolution approving a voter operations, technology & election resources (VOTER) agreement. Carried 7-0.

City Clerk Ann Kasel requested the Council set polling places for the 2024 elections. She stated the locations are unchanged from the previous year and thanked the School District for being a good partner.

Council Member Baskin asked why the City doesn't use the Holiday Inn as a single voting location like in 2020.

Ms. Kasel stated the reason the Holiday Inn worked in 2020 was due to the pandemic because half of the voters voted via absentee mail ballot. One location could not accommodate all of the City's voters in a normal election year.

Moved by Council Member Baker, seconded by Council Member Baskin, adopting a resolution setting polling locations for the 2024 elections. Carried 7-0.

Public Works Director Steven Lang requested the Council approve a cooperative construction agreement with the State of Minnesota and Mower County for the construction of the 4th Street NW bridge. The agreement sets forth the funding sources and responsibilities for each entity in the project. Mr. Lang detailed the breakdown for the \$829,262.28 allocated to the City.

Moved by Council Member Fischer, seconded by Council Member Poshusta, adopting a resolution approving a cooperative construction agreement with MnDOT for the I-90 bridge replacement project. Carried 7-0.

Public Works Director Steven Lang requested the Council approve a bench rental agreement with United States Bench Corporation for advertising benches located in the public right-of-way. The agreement provides for \$36 per bench per year resulting in \$1,080 in revenue.

Council Member Baskin asked if the rate of the rental agreement could be negotiated for a higher rate in 2024.

Mr. Lang stated he could go back to the company to attempt to get an increased rate. He stated he did try to contact the company prior to the Council meeting but the representative was off for the week.

Moved by Council Member Postma, seconded by Council Member Baskin, to table the bench agreement item with US Bench Corp. Carried.

Moved by Council Member-at-Large Austin, seconded by Council Member Baker, adopting a resolution accepting donations to the City of Austin. Carried 7-0.

Moved by Council Member Postma, seconded by Council Member Fischer, adopting a resolution approving Austin Youth Hockey's off-site gambling license for bingo at the Austin Country Club. Carried 7-0.

City Administrator Craig Clark requested the Council approve a business development grant application for infrastructure in the Creekside Business Park. The total project is estimated to be \$4.375 million with half of the project hopefully being funded by the grant.

Moved by Council Member Baker, seconded by Council Member Baskin, adopting a resolution approving a business development public infrastructure grant. Carried 7-0.

Planning and Zoning Administrator Holly Wallace reviewed a rezoning ordinance request from John Riles. She stated the petitioner is requesting to rezone his property from and "I-1" light industrial to an "R-O" residential office district. She stated the residential office is a less intensive use and the current garage is proposed to be converted to office space. The Planning Commission reviewed the matter at their November 14, 2023 meeting and recommended approval of the rezone by a 7-0 vote.

Moved by Council Member-at-Large Austin, seconded by Council Member Fischer, for preparation of the ordinance. Carried.

Moved by Council Member Austin, seconded by Council Member Baker, for adoption and - publication of the ordinance. Carried 7-0.

Planning and Zoning Administrator Holly Wallace reviewed a variance request from John Riles. She stated the petitioner plans to convert the existing garage to offices and build an addition which would require an 8-foot variance from the 25-foot setback requirement. The Planning Commission reviewed the matter at their November 14, 2023 meeting and recommended approval of the variance by a 7-0 vote, contingent upon approval of the rezoning of the property.

Moved by Council Member-at-Large Austin, seconded by Council Member Baker, approving a variance request. Carried.

Planning and Zoning Administrator Holly Wallace requested the Council approve the plat for Cook Farm Business Park Fourth Addition. The Planning Commission reviewed the matter at their November 14, 2023 meeting and recommended approval of the plat by a 7-0 vote.

Moved by Council Member Fischer, seconded by Council Member Baker, adopting a resolution approving a plat for Cook Farm Business Park Fourth Addition. Carried 7-0.

Planning and Zoning Administrator Holly Wallace reviewed a flood plain ordinance update. She stated the letter of map revision into the zoning ordinance is the final step in the process to remove property which is now protected by a flood berm or levee near the Cedar River or Mill Pond. She requested the Council approve the ordinance and approve summary publication.

Moved by Council Member Baker, seconded by Council Member Fischer, for preparation of the ordinance. Carried.

Moved by Council Member Fischer, seconded by Council Member Poshusta, for adoption of the ordinance. Carried 7-0.

Moved by Council Member Fischer, seconded by Council Member Postma, adopting a resolution for summary publication of the ordinance. Carried 7-0.

CITIZENS ADDRESSING THE COUNCIL

Tim Sorgine asked if the City would reconvene the Drug Task Force.

Mayor King stated that group has been disbanded.

REPORTS

City Administrator Craig Clark stated the Parks and Recreation Director hiring process is finishing up. He also stated there will be City/County meeting on Tuesday at 4 p.m.

Administrative Services Director Tom Dankert stated the Truth in Taxation meeting will be held on December 6th at 6:00 p.m. Also, the information for that hearing and the CIP is on the City website.

He also stated the City was awarded nearly \$600,000 in Hormel Foundation Grants for 2024. He thanked the Foundation for its generosity to the City.

Council Member Poshusta thanked the Fire Department for including the Council in the recent controlled house burn.

Council Member Fischer thanked the Fire Department staff for the very informational event at the house burn.

Council Member Baskin also thanked the Fire Department for their event. He stated he appreciated the opportunity to understand the department better. He also thanked staff for their work on the Hormel Foundation grants.

Council Member-at-Large Austin thanked the Hormel Foundation for their generosity. He also reported that the Library Board recently met and authorized use of the Weinke Funds for the purchase of six laptops for a digital literacy program.

Council Member Baker stated he appreciated the employee feedback meeting with the firefighters.

Council Member Postma thanked the Fire Department for the house burn opportunity. He also read the City employee anniversaries for November.

Council Member Helle stated she is hearing a concerning narrative from city leaders that employees will never be satisfied no matter what leaders do. She stated this is not true. She commended the hard-working employees and acknowledged they are asking for respect, communication, appreciation, honesty and integrity. She stated City leaders need to stop defending themselves, address the power struggles, focus on getting a purpose and values retreat set up and for Council to push the values that employees are asking for.

Mayor King stated he recently attended the CGMC conference. He thanked employees for their part in making Austin a great City.

Moved by Council Member Baker, seconded by Council Member Helle, adjourning the meeting to December 4, 2023. Carried.

Adjourned: 7:02 p.m.

Approved: December 4, 2023

Mayor: _____

City Recorder: _____

City of Austin
500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773



Phone: 507-437-9940

www.ci.austin.mn.us

MEMO

TO: Mayor and City Council

FROM: Tom Dankert *TD*

DATE: December 4, 2023

SUBJECT: Hormel Foundation Grants approved for 2024
U:\Word\2023\Hormel Foundation 2023\Hormel Foundation 2024 Grants approved for CC.doc

The listing below are the grants that have been approved by The Hormel Foundation for 2024:

1. CHIP II Loan Expansion/Curb Appeal program - \$135,000 (partial funding)
2. Emerald Ash borer treatment and tree planting - \$40,000 (partial funding)
3. Ruby Rupner Facility upgrades - \$75,000
4. Bandshell/Community Park ADA & Access Improvements - \$71,250
5. Delivering the Data: Hotspot Data Plans 2024 - \$60,000
6. Jay C. Hormel Nature Center Education Programs - \$45,000
7. Riverside Arena Handicap Elevator Lift - \$50,000
8. Hormel Nature Center Handheld Radios - \$13,000
9. Fire Prevention and Education - \$5,000

Additionally, we were approved the following grants that benefit other City partners:

- Quality of Life - \$96,253 (this includes \$23,000 for the 4th of July festival and \$73,253 to the Austin Artworks Center for rent and property tax reimbursement).

The only grant request that was not partially or fully funded, was the \$200,000 requested for the Single-Family Lot Incentive.

We would request Council approve the above grants via resolution up front as opposed to when the funds are actually received in 2024. Additionally, in 2024 we will pass a budget amendment to include the revenues/expenses into our budgets that have not already been budgeted for.

We would also like to thank The Hormel Foundation for their generous grants to the City of Austin. In total we have been approved for \$590,503 (including partner grants) for 2024!

RESOLUTION NO.

ACCEPTING DONATIONS FROM HORMEL FOUNDATION

WHEREAS, the City has submitted the applications for the 2023 Hormel Foundation grant awards; and

1. CHIP II Loan Expansion/Curb Appeal program - \$135,000 (partial funding)
2. Emerald Ash borer treatment and tree planting - \$40,000 (partial funding)
3. Ruby Rupner Facility upgrades - \$75,000
4. Bandshell/Community Park ADA & Access Improvements - \$71,250
5. Delivering the Data: Hotspot Data Plans 2024 - \$60,000
6. Jay C. Hormel Nature Center Education Programs - \$45,000
7. Riverside Arena Handicap Elevator Lift - \$50,000
8. Hormel Nature Center Handheld Radios - \$13,000
9. Fire Prevention and Education - \$5,000

WHEREAS, the Hormel Foundation also approved the following pass-thru grants:

Quality of Life - \$96,253 (this includes \$23,000 for the 4th of July festival and \$73,253 to the Austin Artworks Center for rent and property tax reimbursement).

WHEREAS, according to M.S. §465.03, the City Council must accept the donations by a two-thirds majority.

NOW, THEREFORE, BE IT RESOLVED that the Austin City Council graciously accepts the Hormel Foundation grants for 2024.

Passed by a vote of yeas and nays this 4th day of December, 2023.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

2024 Fee Changes

RESOLUTION NO.

ESTABLISHING AND FIXING LICENSE FEES AND MISCELLANEOUS
OPERATIONAL FEES OF THE CITY OF AUSTIN FOR THE YEAR 2024

WHEREAS, pursuant to Austin City Code, Section 6.04 requires that the City Council by resolution fix and determine fee for licenses.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Austin sets the following license fees to be effective January 1, 2024:

Cab Company	\$ 50.00 each vehicle
Cab Driver	\$ 50.00
Commercial Hauler	\$ 50.00 each vehicle
Community Festival	\$ 100.00 per day
Edible Cannabinoid	\$1,000
Food	\$ 75.00 \$ 25.00 temporary
Garbage Hauler	\$ 50.00 each vehicle
Gas Bulk Storage	\$ 75.00
Gasoline Station	\$ 75.00
Junk/Salvage Dealer	\$125.00
Kennel	\$125.00
Lodging Establishment	\$ 75.00
Massage Establishment	\$100.00
Massage Therapist	\$100.00
Movable Business	\$ 75.00
Pawn Shop Investigation Fees	\$100.00 sole proprietor \$200.00 partnership \$300.00 Corporation
Pawn Shop	\$100.00

Right of Way Contractor	\$ 75.00
Sandwich Board sign	\$ 30.00
Sidewalk Café	\$ 75.00
Sign Installer	\$ 75.00
Small Vehicle Passenger Service Owner	\$ 50.00
Small Vehicle Passenger Service Driver	\$ 50.00
Special Vehicle (UTV)	\$50.00
Peddler	\$ 10.00 per day \$ 25.00 per week
Theatre	\$100.00
Tobacco	\$150.00
Tree Service	\$ 75.00
Water Conditioning	\$ 50.00
License Investigation fees	\$ 10.00 license 55.00 Cab Company and Cab Driver 55.00 Small Veh. Owner and Driver 55.00 Massage 55.00 Peddler
License Late fees	
First 10 days overdue	10% of license fee
Second 10 days overdue	20% of license fee
Third 10 days overdue	30% of license fee
Over 30 days overdue	40% of license fee

AND, WHEREAS, the City of Austin has certain fees for miscellaneous business operations.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Austin sets the following miscellaneous business operational fees to be effective January 1, 2024, and that a copy of this resolution which sets forth the approved fees shall be on file in the office of the City Clerk.

Administrative Citations	\$300 – Building code violations \$200 – MN State Fire code violations \$100 – All other code violations Repeat violations within 24 months 25%, 50% and 100% increased, doubling after the 4 th violation to a maximum of \$2,000
Administrative Billing Fee (for nuisance type billings)	\$75.00
Air Tank Fill	\$ 15.00
Airport Hangar fees	\$.10 per sq. ft
Animal Adoption	\$ 10.00
Animal Impounding fees	\$ 20.00 - 1st time 30.00 - 2nd time 40.00 - 3rd time 50.00 - 4 th or more times 15.00 + per day boarding
Assessment Searches	\$ 25.00
Auto Extrication or Haz Mat/ Gas Line Strike	\$250.00/hour, Engine/Ladder, one-hour minimum \$125.00/hour, Rescue/Tanker, one-hour minimum \$100.00/hour, Command/Brush/Utility, one-hour minimum Duty fire personnel, one hour minimum Paged fire personnel, two hour minimum
Cat Permanent License	\$ 10.00 - Spayed/neutered \$ 25.00 - Not spayed/neutered \$ 3.00 - Replacement
Daycare/Foster care inspections	\$ 50.00
Dog Permanent License	\$ 10.00 - Spayed/neutered \$ 25.00 - Not spayed/neutered \$ 3.00 - Replacement
Copy Fees	\$.25 - one-sided .50 - two-sided .50 - 11x17 paper

.50 – color copies

Code Book	\$ 100.00
Code Book Supplement	\$ 15.00
Credit Card Fee	4% on all charges
False alarms (after two false alarms)	\$ 100.00
Filing Fees	\$ 25.00 (per City Charter)
Finance Fees	1% unpaid balance per month after 30 days or a minimum of \$10.00 per month
Fire Reports	\$ 15.00
Fire Watch	Hourly rate billed per each fire fighter
Fireworks Permit	\$ 100.00
Flow Test	\$ 30.00
Maps	\$ 8.00 4' x 5' (approx. size) \$ 4.00 2' x 3' (approx. size)
Media Copies	\$ 10.00 DVD
Moving Permits	\$ 160.00 Police escort (minimum), if required
Notarial Services	\$ 1.00 per document
NSF Check Fees	\$ 40.00
Parking Permit Fees	\$ 20.00 per month (individual marked spot) \$ 20.00 per month (rental permit) \$ 100.00 per year (designated lot)
Parking Violation	\$ 10.00 over time \$ 20.00 fire hydrant
Parking Violation – Snow Emergency	\$ 25.00
Pawn fees electronic transactions	\$ 1.50 per billable transaction
Pawn fees manual transaction	\$ 2.50 per billable transaction
Police Officer Use	\$100.00 per hour – Officer
Two Hour Minimum	\$110.00 per hour – Detective

	\$125.00 per hour – Supervisor
Rental Licensing Fees	\$120 Single family property \$100 + \$20 per unit Multi family property 20% of license fee for late fee \$50 reinspection fee \$500 failure to register fee
Right-of-Way Management Fees	\$ 75.00 Registration Fee \$ 60.00 Excavation Permit Fee \$ 92.50 Hole-Spot Excavation \$ 0.20/lf Trenching/Directional Boring \$ 60.00 Lane Closure \$ 60.00 Overweight/Width Load \$ 100.00 House Moving \$ 60.00 Garage Moving \$ 30.00 Permit Extension
Sanitary Sewer Cleaning Jetter/Vac Rental	\$ 450.00 1 st hour \$ 350.00 every hour thereafter \$ 125.00 disposal \$ 30.00 per hour additional for overtime \$ 200.00 per hour televising service
Sanitary Sewer Permit Fee:	
	Residential Equivalent Unit (REU), 1 REU = -\$1,500.00
Residential Property	1 REU per dwelling unit
Non-residential Property	1 REU per 300 gpd or per 20 fixture units, whichever is greater
Commercial Property	1 REU per 300 gpd or per 20 fixture units, whichever is greater
Industrial Properties	Commercial criteria; and maximum daily Industrial Wastewater for process flow
Sewer Lateral Development Charge:	
Gravity System	\$15,000 per connection
Gravity system/grinder pump combo	\$18,200 per connection
Gravity system w/ lift station	\$15,000 per connection
Sewer Service Charge:	
4" service	\$1,000 per connection
6" service	\$1,200 per connection
Sidewalk Snow Removal	\$.65 per linear foot

Sidewalk Salt/Sand	\$.25 per linear foot
Sign Replacement	\$ 250.00 sign & post replacement \$ 125.00 every additional sign
Vacant Property Registration Fee	\$120.00 per property
Vehicle forfeiture	\$ 150.00 administration fee \$ 20.00 per day storage
Waste Water Treatment Plant Disposal	\$2,500 Annual Administration \$250 Sample Collection (per round) \$65.95 \$72.55 Tanker (per 6000 gal.load) \$20.00 RV Dump Station (per visit)
Zoning fees	\$ 300.00 Conditional Use Permit \$ 400.00 Platting(plus \$25.00 per lot) \$ 300.00 Rezoning \$ 300.00 Variance \$ 150.00 Fence Appeal \$ 150.00 Sign Appeal \$ 225.00 Interim Use Permit (1-2 years) \$ 300.00 Interim Use Permit (3-5 years)
Zoning Compliance Letters	\$ 30.00 Residential \$100.00 Commercial \$ 50.00 Rush Fee (2 days)

Passed by a vote of yeas and nays this 4th day of December, 2023.

YEAS

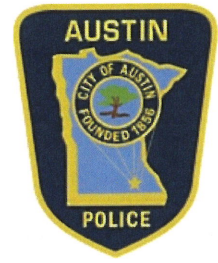
NAYS

ATTEST:

APPROVED:

City Recorder

Mayor



AUSTIN POLICE DEPARTMENT

LAW ENFORCEMENT CENTER

201 1ST STREET NE STE 2 AUSTIN MN 55912 (507) 437-9400 FAX: (507) 437-9546

11-28-23

Mayor and Council,

We recently worked with HR to have an ergonomics study done on our "sit down" employees who utilize a desk more than a car. (Chief, Captain, Administrative Assistant, Day Lt., and Detectives). The results indicated that all of us are operating in less than ideal physical posture positions. We are working with HR on some adjustable desks and other items to correct some of the deficiencies noted.

We would like to upgrade our chairs as part of working to improve posture and positioning. This was a consistent recommendation for all employees coming out of the study. I do not believe we have upgraded any of the chairs since I came into a Detective position in 2005. Generally, we have gotten by with used chairs passed out of dispatch and other places in the LEC.

As chairs were not budgeted for in 2023, I would like to use remaining CIP funds that were set aside for computer upgrades for these purchases. Tom Dankert has put us in touch with a vendor City Hall uses for their better chair purchases. I believe the APD has approx. \$7,000 remaining in that budget after recently upgrading a report room computer and replacing 4 monitors coming up.

Thank you for your consideration,

Chief McKichan

City of Austin
500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773



Steven J. Lang, P.E.
City Engr./Public Works Dir.
507-437-9949
Fax 507-437-7101
slang@ci.austin.mn.us

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: November 29, 2023
Subject: I-90 Bridge Replacement Project
Design Service Contract, Amendment No 2

Council previously partnered with MnDOT on a design services contract for the development of plans and specifications for the I-90 Bridge Projects. As MnDOT has worked through the design process with engineering consultant SRF, some cost changes have occurred along the way. This has initiated the need for Amendment No 2 to the design service contract.

MnDOT has indicated that there is not cost impact to the City of Austin, but since we are a partner in the agreement it is necessary for the City to also sign off on the amendment. Attached is an email from Jai Kalsy with MnDOT stating such.

Council action is requested to authorize the Mayor and Recorder to sign amendment No 2 to MnDOT contract 1036777 for engineering design services. If you have any questions, please contact me.

Steven Lang

From: Kalsy, Jai (DOT) <jai.kalsy@state.mn.us>
Sent: Monday, November 27, 2023 2:00 PM
To: Steven Lang
Subject: Fwd: Request for Signatures - Amendment No. 2 to MnDOT Contract No. 1036777 (Preliminary and Detail Design for Bridges and Approach Roadways Along I-90 in Austin, MN)

CAUTION: This email originated outside of our organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Steven-

In case you were wondering, MnDOT and SRF have a design contract amendment working its way through the system. There are no costs to the city. However, since you are a party to this contract thru the Partnership Agreement provisions, we will need you to sign the amendment. It's a formality. Let me know if you have any questions.

Jai

From: Sayeweh, Prentiss (DOT) <prentiss.sayeweh@state.mn.us>
Sent: Monday, November 27, 2023 9:29:58 AM
To: Dave Nelson <dnelson@srfconsulting.com>
Cc: Kalsy, Jai (DOT) <jai.kalsy@state.mn.us>; Steven Lang <slang@ci.austin.mn.us>; Trogstad-Isaacson, Mark (He/Him/His) (DOT) <mark.trogstad-isaacson@state.mn.us>; Wagner, Anthony L (DOT) <anthony.wagner@state.mn.us>; Paulson, Gregory (He/Him/His) (DOT) <greg.paulson@state.mn.us>; MN_DOT_PTinbox <PTinbox.dot@state.mn.us>
Subject: RE: Request for Signatures - Amendment No. 2 to MnDOT Contract No. 1036777 (Preliminary and Detail Design for Bridges and Approach Roadways Along I-90 in Austin, MN)

Hi Dave & Jai!

Any update on the signature request below for this Amendment? It is now two weeks today since I sent it to SRF for signature. Am I missing the signed Amendment from Dave? Remember, we need to send the Amendment to the city of Austin for signature before sending it to MnDOT Central Office for final signature. Please account for this time in your planning for the executed Amendment.

Sincerely,

--Prentiss

Suhqwlrv# 1#d|hzhk
Frqvxwdq#Frruglqdwru
P qG RW#G lwulfw#9
Skrrqh###83:05;90:876
Id{ ##83:05;80:688
Hq dlo##suhqwlrvld|hzhkC vwdwhlp qlxv

From: Sayeweh, Prentiss (DOT)
Sent: Monday, November 13, 2023 5:41 PM
To: Dave Nelson <dnelson@srfconsulting.com>
Cc: Kalsy, Jai (DOT) <jai.kalsy@state.mn.us>; Steven Lang <slang@ci.austin.mn.us>; Trogstad-Isaacson, Mark (He/Him/His) (DOT) <mark.trogstad-isaacson@state.mn.us>; Wagner, Anthony L (DOT) <anthony.wagner@state.mn.us>; Paulson, Gregory (He/Him/His) (DOT) <greg.paulson@state.mn.us>; MN_DOT_PTinbox <PTinbox.dot@state.mn.us>
Subject: Request for Signatures - Amendment No. 2 to MnDOT Contract No. 1036777 (Preliminary and Detail Design for Bridges and Approach Roadways Along I-90 in Austin, MN)

Dave Nelson
SRF Consulting Group Inc.
3701 Wayzata Boulevard, Suite 100
Minneapolis, MN 55416

In reference to: **MnDOT Contract No. 1036777; Amendment No. 2**
SP Number: 5080-170; TH Number: I-90
Preliminary and Detail Design for Bridges and Approach Roadways Along I-90 in Austin, MN

Dear Mr. Nelson:

Attached is the above referenced amendment. Please obtain the correct signatures as described below:
Corporation: A **CORPORATE OFFICER** (President, Vice President, CEO, CFO, Secretary, Treasurer) must sign and date.

Note: while electronic signatures are acceptable, the signature must be placed using a valid e-signature program, and not by using special, typed font. Please do not digitally certify your electronic signature if at all possible.

Your signature on this amendment does not constitute an obligation by MnDOT. Execution of this amendment is subject to and expressly conditioned upon final approval by MnDOT, pursuant to Minnesota Statutes §16C.05 Subdivision 2. Approval will be conclusively deemed given upon delivery of a fully executed amendment to you. A copy of the amendment will be sent to you after it is fully executed by MnDOT.

This contract exceeds \$500,000. You will be required to track and report, on a quarterly basis, the amount spent with diverse small businesses. Please visit the following link for additional information: [Diverse Spend Reporting Memo/FAQ](#).

If the enclosed amendment meets your approval, please print and sign one copy of the amendment, scan it and e-mail it back to me. **Also, please send the signed Amendment to Steven Lang, City Engineer, Austin City for the City's signature.**

I have been assigned as MnDOT's Authorized Representative for this project. Any changes or additions to this amendment will render it invalid.

Sincerely,

--Prentiss

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Frqvxawdqw#Fruglqdwru
P lqghvrwd#G hsdwup hqw#ci#Wudqvsruwdwlrq#P qG RW,#3 lwulfw#9#
5<33#7;*/#wuhhw#Q Z
U rfkhwvhu/#P Q #88<34

AMENDMENT NUMBER 2 TO MnDOT CONTRACT NUMBER:

Contract Start Date: February 18, 2021	Original Contract Amount:	\$1,951,112.51
Original Contract Expiration Date: February 15, 2024	Previous Amendment(s) Total:	\$1,697,368.49
Current Contract Expiration Date: February 15, 2024	Current Amendment Amount:	\$668,014.28
New Contract Expiration Date: February 15, 2026	Total Amended Contract Amount:	\$4,316,495.28

Federal Project Number: Not Applicable**State Project Number (SP):** 5080-170**Trunk Highway Number (TH):** I-90**Project Identification:** Preliminary and Detail Design for Bridges and Approach Roadways Along I-90 in Austin, MN

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State"), the **City of Austin**, through its City Council ("City") and **SRF Consulting Group, Inc.**, Address: 3701 Wayzata Boulevard, Suite 100, Minneapolis, MN 55416 ("Contractor").

RECITALS

1. State has a contract with Contractor identified as MnDOT Contract Number 1036777 ("Original Contract") to provide professional, technical assistance to provide preliminary bridge design services for five bridge replacements and 2 bridge rehabilitations/improvements. This effort also includes both preliminary and detail roadway design services for the adjacent approach roadways and ramp improvements. The deliverables under this Contract include, but not limited to, Environmental Document, Interstate Access Request, Preliminary Bridge Plans, Staff Approved Geometric Layout, Final Road Plans, Specifications and Cost Estimates.
2. State and the City have decided the need to amend the Contract for additional task hours and fees and to extend the Contract duration for the Contractor to complete all the required deliverables. The additional money and time for the final deliverables are needed to complete the work elements including, but not limited to, the following: (1) Approach panel design for Bridges 9183 (TH 105), 9201 (21st Street), and 50804 (14th Street), (2) Revision of pier locations for Bridges 6868 and 6869 (Cedar River Bridges), (3) Prepare plans and update CATX for the ped bridge reconstruction, (4) Prepare federal funding INFRA grant agreement for MnDOT with FHWA, (5) ADA Design – Provide for revisions to the staff approved layout to add a perpendicular pedestrian crossing at the 4th Street interchange, (6) Provide for bidding support and design support during construction, (7) Design temporary overhead signs for traffic control, and (8) Verify bridge estimated costs provided by MnDOT with respect to FADR and schedule requirements.
3. State, City and Contractor are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

REVISION 1. Subarticle 1.4 is amended as follows:

- 1.4 Exhibits: Exhibits ~~A1, B1, C1, D1, D2, E1, F and G~~ **A2, B2, C2, D1-1, D2-1, E2, F and G** are attached and incorporated into this contract.

REVISION 2. Subarticles 2.1-2.2 are amended as follows:

- 2.1 Contractor, who is not a state employee, will complete the tasks listed in Exhibit ~~A1~~ **A2**.
- 2.2 Deliverables are defined as the work product created or supplied by Contractor pursuant to the terms of this contract. See Exhibit ~~A1~~ **A2** for the full details on the deliverables to be provided by Contractor under this contract.

REVISION 3. Subarticle 3.4 is amended as follows:

- 3.4 See Exhibit ~~A1~~ **A2** for a detailed listing of responsibilities to be completed by State.

REVISION 4. Subarticle 4.1-4.2 is amended as follows:

4.1 Contractor will be paid on a Cost Plus Fixed Fee (profit) basis as follows:

Direct Labor Costs:	\$824,526.00	<u>\$1,051,274.00</u>
Overhead Rate Costs:	\$1,385,167.00	<u>\$1,787,165.80</u>
Fixed Fee Costs:	\$276,212.00	<u>\$354,804.98</u>
Direct Expense Costs:	\$2,924.00	<u>\$3,023.00</u>
Subcontractor(s) Costs:		
New Publica	\$70,630.00	<u>\$55,580.50</u>
DKJ Appraisal	\$45,000.00	<u>\$50,625.00</u>
Braun Intertec	\$64,806.00	
Anderson Engineering	\$183,429.00	
T2 Utility Engineers	\$250,246.00	<u>\$220,246.00</u>
Isthmus Engineering	\$545,541.00	

Total Contract Amount: ~~\$3,648,481.00~~ **\$4,316,495.28**

4.2 The overhead rate of 165.57% of Direct Salary Costs will be used on a provisional basis, determined by State's Office of Audit, for all overhead costs incurred by September 30, 2022, and will not exceed 170%. The overhead rate of 170% of Direct Salary Costs will be used on a provisional basis, determined by State's Office of Audit, for all overhead costs incurred after September 30, 2022 until the rate changes and the rate will not exceed 170%.

REVISION 6. Subarticles 4.5-4.8 are amended as follows:

- 4.5 Allowable direct costs include project specific costs listed in Exhibit ~~B1~~ **B2**. Any other direct costs not listed in Exhibit ~~B1~~ **B2** must be approved, in writing, by the State's Authorized Representative prior to incurring costs.
- 4.6 See Exhibit ~~B1~~ **B2** for Budget Details on Contractor and its Subcontractors.
- 4.7 Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations". Contractor will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from State for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state". See Exhibit ~~C1~~ **C2** for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 4.8 State will pay ~~\$3,574,198.00~~ **\$4,242,212.28** of the Total Contract Amount. City will pay \$74,283.00 of the Total Contract Amount. The total obligation of State and City for all compensation and reimbursements to Contractor under this contract will not exceed ~~\$3,648,481.00~~ **\$4,316,495.28**.

REVISION 6. Subarticles 5.2-5.3 are amended as follows:

- 5.2 Contractor will use the format set forth in Exhibit ~~D1~~ **D1-1** and Exhibit ~~D2~~ **D2-1**, respectively, when submitting invoices. Exhibit ~~D1~~ **D1-1** will be used when submitting invoices for State's portions of the monthly invoiced amount, and Exhibit ~~D2~~ **D2-1** will be used for City's portions of the monthly invoiced amount. Contractor must submit invoices electronically to the State for payment, using the instructions set forth in Exhibit ~~D1~~ **D1-1**. Contractor must mail (United States Postal Service), express (UPS, FedEx or other similar express carrier) or drop off invoices to the City, using the mailing address in Exhibit ~~D2~~ **D2-1**.
- 5.3 Contractor must submit a monthly progress report, using the format set forth in Exhibit ~~E1~~ **E2** showing the progress of work in work hours according to the tasks listed in Article 2 Scope of Work.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

CONTRACTOR

Contractor certifies that the appropriate person(s) have executed the amendment on behalf of Contractor as required by applicable articles, bylaws or resolutions.

Signed: 

Title: CFO

Date: 11-28-2023

CITY

City certifies that the appropriate person(s) have executed the Contract on behalf of City as required by applicable resolutions, ordinances or charter provisions.*

Signed:

Title:

Date:

* The resolution approving this contract has been
submitted to the State, and it is on file.

DEPARTMENT OF TRANSPORTATION

(with delegated authority)

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed.

Signed:

Title:

Date:

COMMISSIONER OF ADMINISTRATION

Signed:

Date:

SCOPE OF WORK AND DELIVERABLES**Preliminary and Detail Design for Bridges and Approach Roadways Along I-90 in Austin, MN
State Project 5080-170****PROJECT OVERVIEW**

The State is in need of professional, technical assistance to provide preliminary bridge design services for five bridge replacements and 2 bridge rehabilitations/improvements on Interstate 90 (I-90) including US Highway 218 S (US 218), Trunk Highway (TH) 105 and County State-Aid Highway (CSAH) 45. This effort will also include both preliminary and detail roadway design for the adjacent approach roadways and ramp improvements. The location at CSAH 45 (4th St.) will include total interchange reconstruction.

This scope is also amended to include the following:

1. Utilize a Single Point Urban Interchange (SPUI) design configuration at the 4th Street interchange.
2. Final design for the US 218 N (14th Street) interchange.
3. Preliminary and final design for that portion of 4th Street, beginning at a point just south of 13th Avenue and extending to approximate Station 102+00, as depicted on the Staff Approved Layout, dated March 23, 2022.
4. Preparation of a stand-alone plan set for cross over construction and shoulder rehabilitation in select locations (SP 5080-176).
5. Include a possible pedestrian bridge replacement, the proposed cross-overs, the 4th St extension, and the US 218 N interchange in the CATEX.
6. Prepare federal funding (INFRA) and Bridge Investment Discretionary grant applications for the entire project.
7. **Approach panel design for Bridges 9183 (TH 105), 9201 (21st Street), and 50804 (14th Street).**
8. **Revision of pier locations for Bridges 6868 & 6869 (Cedar River Bridges).**
9. **Prepare plans and update CATEX for the ped bridge reconstruction.**
10. **Prepare federal funding INFRA grant agreement for MnDOT with FHWA.**
11. **ADA Design – Provide for revisions to the staff approved layout to add a perpendicular pedestrian crossing at the 4th Street interchange.**
12. **Provide for bidding support and design support during construction.**
13. **Design temporary OH signs for traffic control.**

The project includes replacing the following bridges:

1. Br.# 9183 (TH 105 over I-90)
2. Br. #9180 (CSAH 45/4th St. over I-90 – full interchange reconstruction)
3. Br.#s 6868/6869 (I-90 over Cedar River)
4. Br.# 9201 (US 218 S. Jct. over I-90)
5. Br # 50804 (US 218 N. Jct. over I-90)
6. **Ped Bridge over Cedar River**

In addition, the project includes the repair/rehabilitation of Br. #s 9179/9180 (I-90 over 6th St.)

The Contractor's tasks will include, but are not limited to: field surveys, public engagement, preliminary bridge design, preliminary roadway design, Interstate Access Request (IAR) , Level 1 Geometric layout, construction limits, Design Memorandum, preliminary and detail hydraulics design, a non-programmatic CATEX document, Subsurface Utility Engineering (SUE)/utility coordination, detail roadway design, road plans, right-of-way services and permits.

Final project plans and specifications will be prepared in accordance with Minnesota Department of Transportation

(State) Manuals, Standards, and as otherwise indicated in the Request for Proposals and this Scope of Work. Contractor will perform all tasks necessary to prepare and receive State approval for final plans.

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TASKS

1. PROJECT MANAGEMENT (Source type 1010)

Project management will include work necessary for communication and completion of the project tasks on time and within budget. The Contractor's Project Manager or their primary duties will not be reassigned without the written consent of the State's Project Manager. The Contractor's staff will have the training and expertise necessary for the work tasks to which they are assigned.

Contract Completion Time. It is assumed that Notice to Proceed (NTP) will be given in February of 2021 and the

letting will be on ~~October 27~~, **December 1**, 2023 for a total of ~~32~~ **34** months.

The work is amended to extend 4th St construction up to and including the 13th Street intersection, the final design for the US 218 N (14th Street) interchange, account for the design of a SPUI configuration at 4th Street, the preparation of a stand-alone plan set for cross over construction and shoulder rehabilitation in select locations, and the preparation of a federal funding (INFRA & Bridge Investment) grant applications.

The work is also amended to include approach panel design, revisions to pier locations for the river bridges, increases to billing rates for 2023, and revising the expiration date.

The Project Management work is amended to include management time construction cost analysis, reducing plan content to control costs and construction work zone traffic management.

Contractor will:

1. Prepare monthly invoices and progress reports.
2. Coordinate with State's Project Manager (weekly conference calls) until the Plan Turn-in Date. Provide the State's Project Manager with status updates on P6 schedule activities for which the Contractor is responsible.
3. Provide conference call notes to State's Project Manager in a timely manner.
4. Prepare and Maintain a Work Plan and schedule of work. Provide monthly updates of percent complete, resources expended, and the next month's projected work schedule to be incorporated into the project schedule.
5. Schedule and attend Project Kickoff meeting and monthly Project Management Team (PMT) meetings. Prepare agenda and minutes for each meeting. (Assume meeting every month until letting). Project Meetings will be virtual until such time conditions allow in person meetings.
6. Prepare agendas, schedule updates, and minutes for all progress meetings.
7. Provide Project Team and Subconsultant Oversight and Management

State will:

1. Maintain a project schedule throughout the duration of the contract and communicate with Contractor about upcoming schedule milestones.
2. Arrange and/or provide facilities for project team (PMT) meetings.
3. Attend PMT meetings.
4. Review draft agendas, minutes, and meeting summaries.

2. PUBLIC AND AGENCY INVOLVEMENT (Source type 0054)

2.1 Public Involvement Plan (PIP).

Within 20 working days from Notice to Proceed, the Contractor will submit a draft Public Involvement Plan (PIP) for review by the State that will describe the proposed Public Engagement/Outreach activities to be utilized during Project Development. The PIP will demonstrate the following at a minimum:

- Contractor's Key personnel leading Public Engagement/Outreach
- Stakeholder identification (elected officials, agencies, and group identification including key contacts)
- Methods and level of engagement (inform/collaborate/empower etc.) for the various stakeholder groups
- Frequency of engagement with stakeholder groups (e.g. monthly with Project Advisory Group)
- Venues for Public Engagement activities (e.g. proposed Open House location options, etc.)
- Proposed publishables (e.g. periodic newsletters, etc.) and timing relative to other engagement activities
- Implementation and use of electronic/virtual means to engage the public
- Methods/protocol for logging contact received from the public, assigned responder, and description of closeout activities.

- Key milestones to review/update the PIP

With prior authorization from the State's Project Manager, the Contractor will perform direct contacts with the Public, State functional units, City of Austin, Mower County, and other outside agencies to collect information needed for the PIP and/or project development and final plans. Contractor will provide copies of communications to State's Project Manager.

The Contractor will facilitate public engagement efforts, including agency and stakeholder involvement meetings. Tasks will include, but not limited to, facilitating public engagement/outreach meetings, preparing ADA-compliant web-ready exhibits for posting to the project website, scheduling meetings, preparing meeting notices, and coordinating venues and compiling feedback from public engagement activities. Contractor will maintain, and provide as needed, a log of contacts, date and responses with the public and other stakeholders.

2.2 Stakeholder Identification

Internal and external stakeholders will be identified, including agencies, elected and appointed officials, advocacy groups and adjacent property owners/tenants. Anticipated stakeholders include:

- City of Austin
- Mower County
- Vision 2020 Group
- Hormel
- Miguel Garate, Riverland Comm College
- Austin Welcome Center
- Oballa Oballa
- Corey Haugin, Austin School District
- Latino organizations
- Congregations

Existing and potential issues will be identified related to the stakeholders identified using a conflict tracking spreadsheet.

Conflicts will be reviewed for likelihood of occurring, risk to the project for time, scope and budget.

Possible options for resolution will be generated by the team with a focus on identifying impacts, outcomes, strategies and planned responses.

Identify those local stakeholders which may be willing and able to partner with MnDOT to assist in communication and coordination with diverse people groups.

2.3 PIP Implementation and Management

Prepare for and attend up to seven stakeholder coordination meetings. It is assumed that stakeholder meetings will be virtual until such time conditions allow in person meetings.

Prepare for and conduct up to four public meetings. It is assumed that public meetings will be virtual until such time conditions allow in person meetings. Summarize and document public meeting comments in a format that meets ADA accessible standards for posting online.

2.4 Stakeholder Communications

Coordinate with those stakeholders and local partners identified in 3.2 to develop communication networks and develop strategies to reach underrepresented groups. Identify frequency of engagement activities and venues, if applicable.

Identify methods and levels of engagement for the various stakeholder groups including hard copy publishable documents and electronic media formats.

Prepare for and facilitate 10 multicultural listening sessions.

2.5 Visual Quality Engagement

A Visual Quality Manual (VQM) was previously completed for the corridor. The VQM was developed in collaboration with community stakeholders and State staff. The VQM will serve as the guiding document regarding development of visual quality elements on the project. It is anticipated that further discussion with stakeholders will be necessary to confirm visual quality elements. Visual Quality Engagement and discussions may be incorporated into other stakeholder meetings and public involvement activities. The Contractor will detail Visual Quality Engagement activities in the Public Involvement Plan (PIP).

VQM Revisions

Revise VQM to include changes to fascia panel design and to include graphics depicting SPUI aesthetics.

2.6 US 218 N Interchange

Update the PIP to include the work at the US 218 N interchange, the I-90 Cross-over Plans, and the extension of 4th Street to 13th Ave.

2.7 Preparation of a 2022 INFRA Grant Application

2.7.1 Agency Coordination

This task assumes management of daily work activities, tasks and meetings, monitor budget, provide monthly billings, and maintain communications with MnDOT staff during the entire duration of the process. This task also includes QA/QC for all product deliverables, including graphics, narrative in the application and benefit-cost analysis materials.

In addition, SRF will arrange and participate in project meetings with MnDOT staff and other stakeholders with pertinent information/useful data critical to application requirements. Meetings are expected at the following milestones:

- Introduction to the grant narrative, benefit-cost analysis, and data needs.
- Review of draft grant narrative, benefit-cost findings/refinement of assumptions.
- Work with MnDOT staff throughout the application process to collect/review supplemental supporting documents and draft. As part of the task, SRF staff will provide MnDOT staff with material/content to forward to local, state, and federal delegations for requested letters of support.
- Document and discuss with MnDOT staff critical information gleaned from 2022 RAISE webinars.

2.7.2 Data Collection

Gather data from MnDOT staff, and other sources, analyze data, prepare findings, coordinate documentation with MnDOT staff, and integrate this data into application text and graphics to respond to the new 2022 INFRA “project outcome” criteria (including Safety, State of Good Repair, Economic Impacts, Freight Movement and Job Creation, Climate Change, Resiliency and the Environment, Equity, Multimodal Options and Quality of Life, and Innovation Areas: Technology, Project Delivery, and Financing).

2.7.3 Benefit Cost Analysis

Prepare the required benefit cost analysis (BCA) for the project, following procedures as noted in the application rules. Complete supplemental BCA work. Perform forecasts for build and no-build conditions using the regional model. Prepare a BCA memo and BCA worksheets for use in application narrative and submittal.

2.7.4 Application Preparation

Prepare draft application by Monday May 16, 2022, for review and comment by MnDOT staff (revise within two working days and assume only one draft revision). All resolutions, letters of support, etc. will be gathered and assembled into the final application.

Prepare the final application for submittal to US DOT by due date (May 23, 2022). Documentation, supporting application assertions, etc. will be provided by MnDOT for relevant information. The application will follow the guidance provided by US DOT. It is understood that MnDOT is registered with Grants.gov and will submit the application to this website by 10:59 pm (CST) on Monday May 23, 2022.

2.7.5 Graphics/Website

Prepare graphics/tables, final document formatting and links for the website.

2.8 Preparation of a 2022 Bridge Investment Discretionary Grant Application

2.8.1 Agency Coordination

This task assumes management of daily work activities, tasks and meetings, monitor budget, provide monthly billings, and maintain communications with MnDOT staff during the entire duration of the process. This task also includes QA/QC for all product deliverables, including graphics, narrative in the application and benefit-cost analysis materials.

In addition, SRF will arrange and participate in project meetings with MnDOT staff and other stakeholders with pertinent information/useful data critical to application requirements. Meetings are expected at the following milestones:

- Introduction to the grant narrative, benefit-cost analysis, and data needs.
- Review of draft grant narrative, benefit-cost findings/refinement of assumptions.
- Work with MnDOT staff throughout the application process to collect/review supplemental supporting documents and draft. As part of the task, SRF staff will provide MnDOT staff with material/content to forward to local, state, and federal delegations for requested letters of support.
- Document and discuss with MnDOT staff critical information gleaned from 2022 RAISE webinars.

2.8.2 Data Collection

Gather data from MnDOT staff, and other sources, analyze data, prepare findings, coordinate documentation with MnDOT staff, and integrate this data into application text and graphics to respond to the new 2022 INFRA “project outcome” criteria (including Safety, State of Good Repair, Economic Impacts, Freight Movement and Job Creation, Climate Change, Resiliency and the Environment, Equity, Multimodal Options and Quality of Life, and Innovation Areas: Technology, Project Delivery, and Financing).

2.8.3 Benefit Cost Analysis

Prepare the required benefit cost analysis (BCA) for the project, following procedures as noted in the application rules. Complete supplemental BCA work. Perform forecasts for build and no-build conditions using the regional model. Prepare a BCA memo and BCA worksheets for use in application narrative and submittal.

2.8.4 Application Preparation

Prepare draft application by Monday May 16, 2022, for review and comment by MnDOT staff (revise within two working days and assume only one draft revision). All resolutions, letters of support, etc. will be gathered and assembled into the final application.

Prepare the final application for submittal to US DOT by due date (September 6, 2022). Documentation, supporting application assertions, etc. will be provided by MnDOT for relevant information. The application will follow the guidance provided by US DOT. It is understood that MnDOT is registered with Grants.gov and will submit the application to this website by 10:59 pm (CST) on September 8, 2022.

2.8.5 Graphics/Website

Prepare graphics/tables, final document formatting and links for the website.

2.9 Preparation of a 2022 INFRA Grant Agreement

This task assumes preparation of the draft grant agreement by gathering data from the 2022 INFRA grant

application, information gleaned from meeting with MnDOT staff, USDOT webinar and templates, and other sources. SRF will analyze data, prepare findings, coordinate documentation with MnDOT staff, and integrate this data into the draft grant agreement. Schedule G is intentionally left blank in the grant agreement.

Provide one (1) revision of the draft grant agreement per subtask.

Proved Final Revised grant agreement.

2.10 Public Engagement during Construction

Plan for and facilitate one general public open house meeting and three focused small group meetings to inform the public and stakeholders of construction related activities.

Contractor will:

1. Prepare for and attend up to ~~seven~~ nine stakeholder coordination meetings with, but not limited to, the City of Austin and Mower County. The Contractor will prepare a meeting summary for each.
2. Prepare for and conduct up to four public meetings including coordinating venues to be used and providing displays for use during meetings.
3. Develop mailing list for public meetings and mail notices to selected addresses in consultation with State.
4. Provide light refreshments at selected public meetings.
5. Ensure that any Contractor material provided for public online display meet ADA accessible requirements.
6. Provide, as needed, written interpretation of materials and/or translation services for foreign language speakers in the community.
7. Arrange and/or provide facilities for stakeholder meetings. It is assumed that stakeholder meetings will be virtual until such time conditions allow in person meetings.
8. Review, evaluate, and finalize fascia panel designs to eliminate the need to divert traffic during construction.
9. Incorporate the US218N interchange into the Public Involvement Plan and all other public and stakeholder engagement activities.
10. Prepare federal funding (INFRA & Bridge Investment) grant applications.

State will:

1. Attend stakeholder and public meetings.
2. Review and provide comments on public meeting displays and all meeting summaries.
3. Develop and maintain public project website.
4. Develop, maintain and operate project email list for project updates to the public via GovDelivery.
5. Assist in data collection in support of the federal funding grant applications.

3. DATA COLLECTION (Source type 6265)

3.1 Design and Land Surveys

The State will furnish previously completed Digital Terrain Mapping (DTM) files, survey control point information, existing right-of-way information and other previously completed mapping files, the format of which shall meet current MnDOT CAD Standards. The Contractor will review the supplied survey information and will identify where supplementary survey work is required to complete the design and right-of- way deliverables, acquire additional data/information, or demonstrate the location of proposed features.

The Contractor will perform supplementary design/location surveys. Supplementary survey work completed by the Contractor will use the same datum(s) and project controls that are identified in the State supplied mapping files. The Contractor will notify the State's Project Manager at least five (5) business days before performing any supplementary survey work in the field. Any traffic control required for survey work will be furnished by the Contractor.

The Contractor will perform supplementary Land Surveys to augment information needed in support of completing Final Plats by the State. Supplemental Land Surveys will include property surveys, right-of-way surveys, public land surveys, and alignment surveys.

The Contractor will verify survey datums used for data furnished by Third Parties (if any), such as hydraulic models or affected utilities. The Contractor will ensure that third party information (if any) is consistent with datums in use by the

Project and consistent with Quality Control checks detailed in the DQMP.

The Contractor will update the base mapping to incorporate the supplemental survey information.

Perform data audit of mapping files to ensure spatial integrity with design models. Provide field surveys to verify mapping accuracy.

Update preliminary design profiles, based on updated survey data and mapping.

Perform supplemental surveys for the US 218 N interchange, cross-over areas, and the 4th St. extension.

3.2 Traffic Forecasts

The State will furnish available traffic counts and forecasts. The Contractor will supplement traffic counts or forecasts as required for design deliverables required for the project, as directed by MnDOT. At a minimum, obtain turning movement counts at four intersections on CSAH 45 and process data and supplement existing forecasts.

If needed, within 15 days from NTP, the Contractor will identify locations where additional traffic counts or forecasts are required and will submit a traffic count map to the State for review and concurrence. The Contractor will compile traffic count data and submit a summary of traffic counts. The Contractor will provide a written narrative describing the forecasting methodology for review and concurrence by the State before performing traffic forecasts, if necessary.

Perform sensitivity analysis of the assumed growth rate within the traffic operations for the preferred concept at 4th Street.

See Section IAR for additional traffic related work.

The Contractor will conduct wetland delineations within the project corridor and prepare draft permits for the State's review.

Level 1 Wetland Delineation – The Contractor will gather historical precipitation data and aerial photographs for the project corridor. Utilizing a “wetter than normal” year, Contractor will examine the project corridor for wetland signatures. The areas exhibiting wetland signatures will be sequentially numbered from west to east. For the years that experienced “normal” precipitation, Contractor will examine the aerial photographs for the presence of wetland signatures at each location identified in the “wetter than normal” year. Contractor will follow the Board of Water and Soil Resources (BWSR) and U.S. Army Corps of Engineers (COE) guidelines for determining what areas are wetland, non-wetland or need to be verified in the field. A Level 1 Wetland Delineation report will be prepared summarizing the findings of the aerial photo review. The historical aerial photographs utilized during the review will be included in the report.

Level 2 Wetland Delineation – The Contractor will complete a Level 2 wetland delineation for the project, utilizing a single mobilization. The limits of the Level 2 wetland delineation will be determined by the State based on the Level 1 Delineation Report. MnDOT will provide access permission on private land. The Level 1 Wetland Delineation Report will be relied upon to identify potential wetlands along the project corridor. Areas exhibiting the required wetland criteria (hydric soil, dominance of hydrophytic vegetation and wetland hydrology) will be delineated as wetland. The wetland boundary will be placed along the line where one or more of the required wetland criteria do not exist. The wetland boundary will be located with a GPS instrument capable of sub-foot accuracy. Wetland data (soil, vegetation and hydrology) will be collected from upland and wetland sample points for each delineated wetland. A Level 2 Wetland Delineation Report will be prepared, which will include a detailed description of the project purpose and need, site-specific maps and field data sheets.

The Contractor will represent MnDOT at one Technical Evaluation Panel (TEP) meeting with representatives from local, state and federal governing agencies. One to two days prior to the TEP meeting, Contractor will place wire pin flags along the delineated wetland boundaries to demonstrate the locations of the delineated boundaries. During the TEP meeting, Contractor will lead the TEP through the review of the delineated wetlands and address any questions or concerns raised by the TEP. After the TEP meeting Contractor will remove all of the wire pin flags from the site.

Comments presented by the TEP will be formally addressed by Contractor and submitted to the TEP for acceptance.

Wetland Permitting – Per Task 8 PERMITS, the Contractor will prepare applications for the required local, state and federal wetland permits, should the project impact wetlands regulated by these agencies. Contractor will address all comments regarding the permit application and submit to the agencies for approval following State Review.

DELIVERABLES:

Contractor will:

1. Acquire project survey data from MnDOT and review for completeness.
2. Perform supplemental field survey(s) required for final plan set preparation and completion. Update base survey data, as necessary, to reflect new survey information. Deliverables include PDF report and CAD/GIS electronic line work files.
3. Contact Gopher State One Call to acquire existing utility data. Incorporate data received from utilities into project basemap.
4. Incorporate Materials Design Recommendations and other included data into the project's design.
5. Complete Level 1 Wetland Report
6. Complete Level 2 Wetland Report
7. Arrange for and facilitate TEP meeting
8. Prepare draft Local and/or State, and Federal wetland permit application(s) for State review

State will:

1. Provide existing alignment, right-of-way, utility, and property/subdivision surveys.
2. Provide topography and ground surface TIN.
3. Provide Project Base mapping in MicroStation format.
4. Provide Materials Design Recommendations.
5. Complete a cultural resource review and documentation. Complete ENM and provide responses.
6. Provide pre-scoping study report
7. Provide project scoping report
8. Provide existing project concepts
9. Provide existing right-of-way drawings and plats
10. Provide record or As-Built plans of roadways, existing traffic signal phasing
11. Provide available traffic data, including available intersection turn movements, ADT Forecasts.
12. Provide culvert Hydraulic Recommendations (if any) including all culvert replacement, lining and repairs in rural and urban areas. Recommendations based on needs of inspection reports by State.
13. Provide previously completed Maintenance of Traffic study including detour Recommendations.
14. Coordinate draft and final wetland report review with OES and FHWA.

4. MUNICIPAL CONSENT (Source type 1140)

Municipal consent will be required for this project because permanent right of way and temporary easement acquisitions will be required.

The Contractor will attend hearing and/or meetings at local jurisdictions, present information, and provide technical assistance during the consideration of the Staff Approved Layout for the interchanges at US 218 North and 4th Street. The Contractor is responsible for the preparation of all documents required to gain Municipal Consent. These meetings will be virtual until Covid restrictions are phased out.

The Contractor will prepare maps, graphics, and presentations to assist in communicating project intent and technical design information that will be targeted for non-technical groups.

The Contractor will prepare documents, such as summary memorandums and other documentation in support of gaining Municipal Consent.

The Contractor will submit a Municipal Consent Request Package to the State's Project Manager. The Municipal Consent Request Package will consist of a hardcopy of the Staff Approved Layout, a copy of the Design Memo, a copy of the CATEX document (if complete), and a good faith cost estimate indicating the Total Project cost and the City's share of the costs (if any). The State's Project Manager will submit the Final Municipal Consent Request Package to the City of Austin.

The Contractor will:

1. Prepare maps, layouts, resolutions and all other documents required for the Municipal Consent Process as outlined in the HPDP manual.
2. Prepare a Municipal Consent request package
3. Attend up to two city council meetings to present Staff Approved Layout and seek resolution of approval.

The State will:

1. Provide oversight and direction.
2. Submit the Municipal Consent Request Package to the city
3. Attend city council meetings to present Staff Approved Layout and seek resolution of approval.

5. QUALITY MANAGEMENT (Source type 1010)

The Contractor will maintain a Design Quality Management Plan (DQMP) that specifies how the Contractor will perform Quality Assurance (QA) and Quality Control (QC) activities throughout the contract duration to ensure delivery of a quality design in a timely manner in conformance to contract requirements established for the project. The DQMP will be submitted to the State within twenty (20) working days of the Notice to Proceed (NTP).

The scope is revised to include both the US 218 North interchange and the 2023 Cross-Over Plan (SP 5080-176) into the DQMP.

Contractor will:

1. Prepare and implement a project specific Design Quality Management Plan (DQMP), following the State Quality Management Process. Draft DQMP will be submitted to State for review and approval within 20 working days from Notice to Proceed.
2. Perform Discipline Coordination Reviews at 60%, 95%, and 100% submittals.
3. Perform quality control checking at 30%, 60%, 95%, and 100% submittals.
4. Assign a Quality Assurance Manager responsible for implementing the project's Quality Management Plan and monitoring its execution.

State will:

1. Review and provide any comments on Contractor's DQMP.
2. Review and summarize comments on Contractor deliverables.

6. ENVIRONMENTAL DOCUMENTATION (Source type 1070)

6.1 Class II (CATEX) Document

The Contractor will prepare a Class II Environmental Document (CATEX) for approval. The Contractor will perform on-going coordination with District 6 during development, processing, and approval of CATEX document.

Assumptions:

- Project meets the definition of a Class II Action (non-programmatic Categorical Exclusion) under NEPA.
- Environmental document is a non-programmatic, long-form Categorical Exclusion (CATEX) Determination document.
- Proposed improvements do not meet the threshold for mandatory EAW under MEQB rules. If MnDOT (as RGU for projects on State trunk highway system) determines that a discretionary EAW is necessary, additional scope will be prepared via contract amendment.
- Assumes District 6 has completed Early Notification Memo (ENM) review process and will provide ENM responses for completion of CATEX.
- Assumes District 6 will coordinate draft and final CATEX reviews and approvals with MnDOT Office of Environmental Stewardship (OES) and FHWA.
- Assumes a qualitative MSAT analysis per Interim Guidance on Air Toxic Analysis in NEPA Documents Feb. 3, 2006 (or current) FHWA Memo. Assumes no quantitative air quality modeling (MSAT and CO) required.
- Phase I environmental site assessment (ESA) requirements to be determined by MnDOT Environmental Investigation Unit (EIU). Assumes a Phase I ESA, if required, will be prepared by EIU.. If a phase II investigation is warranted, the contractor will provide any graphical exhibits to assist with the drilling investigation.
- Assumes ESA or Regulated Waste Assessments, if needed, will be prepared by MnDOT
- Assumes the addition of the US 218 N interchange
- Assumes the extension of 4th Street reconstruction down to and including the 13th Avenue intersection.
- Assumes the addition of the Cross-over plans (SP 5080-176).

The Contractor will perform a review of the project area, using available mapping and on-line data, to confirm conditions of the affected environment. The Contractor will compile data from the City of Austin, Mower County, District 6, and other sources, including project background, funding, and permit requirements.

The Contractor will prepare description of existing conditions and proposed improvements, description of project cost, anticipated funding sources, anticipated schedule, and key contacts for environmental document.

The Contractor will evaluate potential impacts of the project on parks, recreation areas, and trails and summarize Section 106 determination provided by CRU. Any additional required cultural resources studies will be completed by CRU.

The Contractor will identify vegetation, fish and wildlife impacts, and measures to minimize harm (assumes no impacts). District 6 to provide DNR response to ENM, including NHIS results. District 6 to provide OES response to ENM regarding federal threatened and endangered species.

The Contractor will address excess materials, geology, groundwater, and earthborne vibrations.

The Contractor will summarize drainage and water quality impact analysis for inclusion in CATEX document, address wetlands and floodplain impacts and address erosion control.

The Contractor will consult with Environmental Investigation Unit (EIU) regarding contaminated properties. Assumes EIU will prepare a Phase I Environmental Site Assessment (ESA) if necessary. Prepare Form EDD-1 (Environmental Due Diligence Form #1) and submit to State's Project Manager for review. Summarize contaminated properties review for inclusion in the CATEX document.

The Contractor will address visual impacts, land use impacts, farmland, tribal, social and economic impacts and identify any controversial issues.

The Contractor will address access changes, traffic detours, and maintenance of traffic.

The Contractor will address right of way impacts (permanent and temporary right of way needs).

The Contractor will prepare an environmental justice analysis and summarize findings in CATEX if required.

The Contractor will address bicycle and pedestrian movements, including accessibility.

The Contractor will prepare graphics for CATEX document including project location map, USGS map, layouts, typical sections, drainage plan, and other supporting graphics.

The Contractor will prepare a draft CATEX document for District 6, OES, and FHWA review. This assumes that District 6 will submit draft CATEX to OES and FHWA and also assumes a concurrent OES/FHWA review.

The Contractor will revise draft CATEX based on District 6, OES, and FHWA comments. The Contractor will prepare final CATEX for District 6, OES, and FHWA final review and approval. Assumes that District 6 will distribute final CATEX document to OES and FHWA for approval.

The State will provide responses to the Early Notification Memo received for use in completing the CATEX document.

The Contractor will submit the draft CATEX to the State for review and comment. Comments will be returned to the Contractor in writing. The Contractor will incorporate the State's review comments on the draft CATEX and prepare a Final CATEX for approval.

6.2 Phase I & Phase II Environmental Site Assessments (ESAs), Regulated Waste Assessments

The State will conduct any required contaminated soils and regulated waste investigations. Any findings requiring contract Special Provisions will be drafted by the State. The State will provide any findings, reports, or required Special Provisions.

6.3 Conditional Letter of Map Revision (CLOMR)

The State desires to avoid stage increases and floodway impacts to the Cedar River as a base approach to the project and replacement of bridges 6868/6869. However, if a Conditional Letter of Map Revision (CLOMR) is necessary resulting from proposed roadway and bridge improvements the Contractor will prepare all necessary documentation, hydraulic modeling, and other pertinent information that is necessary for a CLOMR submittal to local/state/federal agencies.

Work under this task will include the preparation of HEC-RAS model(s), preparation and submittal of the CLOMR application package, responding to agency inquiries, organizing, attending, and leading any associated public information meetings or hearings as required.

Any application/submittal, advertising or facility fees associated with the CLOMR submittal will be paid for by the contractor and billed to the State as a direct expense.

6.4 Prepare drilling map for use by MnDOT for contaminated materials investigations.

6.5 Prepare and coordinate Environmental Management Plan sheets (green sheets). (Green Sheet development by Anderson, plan sheet integration by SRF).

DELIVERABLES

The Contractor will:

1. Prepare and submit a draft CATEX for State review.
2. Incorporate review comments and submit a Final CATEX for approval.
3. Respond to agency inquiries.
4. Provide any exhibits needed for Environmental Site Assessments.

5. Create HEC-RAS model(s) for evaluating proposed stream condition.
6. Prepare and Submit a Conditional Letter of Map Revision (CLOMR), as needed.
7. Organize, attend and lead required public hearings on the CLOMR submittal, if required.
8. Provide legal notices regarding the CLOMR submittal, to the State, if required
9. Pay submittal fees for a CLOMR application (if required) and invoice State as a Direct Expense.

The State will:

1. Provide Early Notification Memo and agency responses received to date.
2. Review draft CATEX and provide comments.
3. Conduct any required Environmental Site Assessments and Regulated Waste Assessments.
4. Provide wetland review and determination, if necessary.
5. Obtain existing floodplain models from MnDNR
6. Review proposed conditions floodplain models and provide comments and observations (if any).
7. Submit legal notices for newspaper publication

7. NOISE ANALYSIS (Source type 1071)

The Contractor will provide noise analysis services, done according to 2017 MnDOT Noise Requirements or most current version. The noise analysis will include evaluation of the new bridges, and adjacent ramp and approach work on and over I-90 from TH 105 to the TH 218 South Junction. The Contractor will consult with the MnDOT Environmental Modeling and Testing Unit before initiating noise analysis work to confirm the limits of the Noise Study. Contractor services include noise measurement collection, classified traffic counts, modeling, and preparation of the report. If warranted, Contractor will solicit the opinions of the benefitted receptors, document the results, and provide materials for public meetings. The Contractor will prepare a Noise Report for inclusion in the project's National Environmental Policy Act (NEPA) document.

MnDOT OES Office has concurred that a Type 1 Noise Study is not warranted for this Project. The relevant Noise Analysis scope language in this section is hereby stricken from the Contract.

Current MnDOT Noise Requirements and Guidance available at:
<http://www.dot.state.mn.us/environment/noise/policy/index.html>

MnDOT Deliverables:

- Confirm limits of noise study and modelling. Assume continuous from TH 105 to TH 218 (S. Jct.)
- Determination and planning for type of public engagement
- Review Comments
- Final plans for other completed projects on the corridor
- Project website
- Traffic Data, if Traffic Analysis is not part of this Scope of Services
- Appropriate geometric information including preliminary layout, profile, cross-sections, and other engineering drawings, if Preliminary Design is not part of this Scope of Services
- Survey data in CADD files, such as TIN files, Utility files, and ROW mapping, if not part of this Scope of Services
- Wetland Delineation, if not part of this Scope of Services
- Geotechnical Investigation including borings, if available and not part of this Scope of Services

8. PERMITS (Source type 1195)

- The Contractor will identify all Local, State and Federal permits or notices required for the project letting and construction. The contractor will draft any required permit applications for State review. The draft permit applications will include all necessary exhibits and supporting data required to provide for a complete permit submittal for each interchange area, including US 218 N and the 2023 Cross-Over Plan (SP 5080-176)

The State will review draft permits and provide review comments to be incorporated prior to agency submittal.

All application fees required for permit submittals will be paid for by the Contractor and invoiced to the State as a Direct Expense.

The following is a list of potential permits/notices/consultation required for the project based on limited information. This list is not all inclusive:

Federal

US Army Corps of Engineers Section 404 Permit

Federal Aviation Administration (FAA) Form 7460-1 Notice of Proposed Construction

State

MPCA Section 401 Water Quality Certification

MnDOT Wetland Conservation Act Approval

MnDNR Public Waters Work Permit

MPCA NPDES Permit

Local

Watershed District Permit or Review

Identify a Floodplain Mitigation site and prepare mitigation plans.

9. SUBSURFACE UTILITY ENGINEERING AND COORDINATION (Source type 1195)

The Contractor will perform a Subsurface Utility Engineering (SUE) investigation for the project in accordance with the MnDOT Utility Accommodation and Coordination Manual.

The Contractor will function as the project manager for the utility coordination process.

The Contractor will review any utility information provided by the State. In addition, the Contractor will perform a Gopher State One Call to identify existing subsurface and above-ground utility facilities within the limits of the proposed project. The Contractor will survey the marked utilities along the project limits and identify the utility owners.

Once the project layout and footprint has been established, the Contractor will review the quality level B information from SUE against the preliminary design. The SUE provider will propose locations for gathering quality level A information based on the conflict points. The Contractor will fill out the Utility Information Sheets (UISs) and each utility owner will be assigned a number and each conflict will also be assigned a corresponding number for each UIS.

The Contractor will schedule a workshop / meeting with each utility owner and appropriate State representatives to update the existing conditions section and verify the proposed resolution section of each UIS. After the workshop, the Contractor will update the UISs electronically and will email them back to the utility owners including a reminder when the UISs need to be returned.

The Contractor will follow all Steps in the State Utility Accommodation and Coordination Manual. Plans and other contract documents prepared by the Contractor for project letting will adhere to the requirements of Utility Coordination Step 12, as detailed in the MnDOT Utility Accommodation and Coordination Manual.

The Contractor will prepare Utility Special Provisions.

Contractor will:

1. Coordinate all steps of the State Utility Coordination process (detailed in the State Utilities Manual) and coordinate the project development with all utility owners that may be affected by the project.
2. Perform Gopher State One Call.
3. Survey field marking along the entire project corridor.
4. Interim QL B SUE Plan submission for verification by utility facility owners.
5. Identify each utility owner / representative.
6. Final QL B SUE Plan Submission once utility facility owners have verified their facilities.
7. Survey and map up to 30 test holes performed by the SUE provider
8. Final Certified SUE Plan submission with test hole information included.
9. Show all in-place utilities on the plan sheets, cross-sections, and in tabulation. Perform a 90 Day Utility Verification and edit tabs as needed.
10. Schedule and conduct utility coordination meetings to coordinate the project development with the affected utility owners and State staff. Prepare agendas, exhibits, and minutes for each meeting (two meetings assumed).
11. Identify conflicts between proposed improvements and in-place utilities and coordinate relocation plan requirements with the utility owners. It is assumed that in-place public utility services will not be upgraded, but those services may require relocation due to impacts of the proposed construction.
12. Submit utility easement information, or other documentation of reimbursement eligibility provided by utility owners, to State.
13. Assumes the addition of the US 218N interchange into the project area.
14. Assumes the extension of 4th Street down to 13th Avenue.
15. Assume the addition of the I-90 Cross-over plan set into the utility coordination process.

State will:

1. Provide available existing utility information.
2. Attend utility information meetings and workshops
3. Issue Notice & Orders to affected utility owners, as needed.
4. Prepare Utility Agreements if Needed

10. PRELIMINARY DRAINAGE DESIGN (Source type 1140)

The Contractor will review recommendations from the State for existing pipes to be replaced or repaired based on condition.

The Contractor will complete a hydraulic analysis for proposed storm sewer, culvert pipes, and ditches for the roadway for the preferred option. Peak discharges will be determined by using the rational method and Atlas 14 data. A drainage area map with contours will be prepared for new culverts, ditches or new storm sewer.

The Contractor will prepare drainage overview maps and a Drainage Design Report as detailed in the State Drainage Manual, Section 1.4.

Based on the staff approved layout for the US 218N interchange, it is assumed that no stormwater ponding will be required at this location.

Contractor will:

- a. Review State's scoping pipe recommendations for repairs and replacement of existing pipes
- b. Complete hydraulic analysis for proposed storm sewer, culverts and ditches.
- c. Prepare and submit existing and proposed drainage overview maps with contours in MicroStation .dgn V8i format.
- d. Incorporate proposed drainage into construction limits map completed as part of Task 12.7
- e. Prepare Drainage Design Report
- f. Incorporate the US 218 N interchange into the work.
- g. Incorporate the 4th St extension into the work.

- h. Incorporate the median cross over plan (SP 5080-176) into the work.

State will:

1. Provide available hydraulic repair and replacement recommendations along with available HYDINFRA data.

11. GEOTECHNICAL ENGINEERING (Source type 1182)

Soil borings will be completed by the State for all proposed bridge locations, retaining walls, noisewalls, and select roadway locations. FADRS for bridges, retaining walls, and noisewalls will be completed by the State.

The Contractor will provide supplemental borings for completion of the detail design in areas that lack coverage needed for temporary or permanent construction features (i.e. Overhead Sign Structure Foundations, Lighting Towers, HTC anchors, etc.). The Contractor will plan for up to twenty-five (25) supplemental borings as authorized by the State's Project Manager. Traffic Control required to complete the supplemental borings will be the responsibility of the Contractor. Any supplemental geotechnical design recommendations/FADRS required (i.e. for lighting tower foundations, OH signs, etc.) will be completed by the Contractor for MnDOT review and approval.

Provide a soil boring and piezometer at each potential ponding location.

The Contractor will prepare a supplemental soil boring plan (map) for review and concurrence by the State at least 5 days prior to initiating the supplemental soil investigation field work.

The State will supply a Pavement Determination Letter and Materials Design Recommendation Letter.

All work under this contract including soil boring logs, borings plotted on the geometric layout and cross-sections, soil identification, soil log reports, roadway pavement designs, and the final materials design recommendations letter will be prepared by or under the direct supervision of a Professional Engineer registered in the State of Minnesota and highly knowledgeable in the subject matter.

In general, the work and services to be provided under this Contract will follow the "Consultant Specifications for Soils Surveys, Engineering Analysis, Laboratory and Field Tests" on the MnDOT web site, incorporated herein by reference.

The Consultant will plan to deliver files in Microstation format. Microstation files will not show regions when plotting stations.

Contractor will:

- a. Provide supplementary soil borings for areas that are not covered by State furnished soil borings, or where subsurface formations are highly variable and require better definition
- b. Provide supplemental geotechnical design recommendations as necessary to supplement or complete temporary or permanent design features
- c. Locate and stake supplementary boring locations in the field.
- d. Clear utilities using the Gopher State One Call System.
- e. Provide traffic control (including flaggers) where necessary. Traffic control must comply with State's D6 Traffic Lane Closure Manual, located here: <http://www.dot.state.mn.us/d6/trafficlane closure manual/> and incorporated by reference.
- f. Submit supplementary boring location work map for State review and concurrence
- g. If required, perform auger borings on proposed roadway alignments. All cores or borings through existing pavement must be backfilled and patched with the same material, i.e. bituminous road then a bituminous patch.
- h. Produce field logs for each boring.
- i. Produce an electronic boring log file for each boring.

State will:

1. Furnish soil boring information gathered by the State

2. Furnish FADRs for all bridges, retaining walls, and noisewalls (if any)
3. Furnish a Pavement Determination Letter
4. Furnish the Materials Design Recommendation.
5. Review supplemental soil boring plan

12. PRELIMINARY ROADWAYS DESIGN (Source type 1140)

The Contractor will complete the following preliminary roadway design tasks and deliverables.

For the purposes of this work, it is assumed that concept sketches provided by State will be evaluated in this task.

12.1 Concept Evaluation and Development

Concept drawings will be provided by the State for the TH 105 interchange, the TH 218 South Interchange, I-90 bridges over the Cedar River and the CSAH 45/4th St. Interchange. The concept drawings have had little to no public input and are not deemed as Preferred Alternatives for NEPA purposes.

The Contractor will utilize the concept sketches as the basis for starting the NEPA process and will evaluate the concepts, in conjunction with District staff, MnDOT GDSU staff, the general public and other stakeholders as required in reaching consensus on a preferred alternative for each bridge replacement or repair location. The Contractor will consider or propose concept alternatives that allow for improvements to traffic operations, safety, constructability, reduced right-of-way or environmental impacts, or for eliminating design exceptions. Concept alternatives that are considered or proposed will include sufficient geometric detail to allow for evaluation and generally should contain as much, or more, detail as the State furnished concept drawings.

The Contractor will provide methods for seeking public input, determining evaluation criteria, and evaluating alternatives. Contractor will coordinate with State on making final decisions on recommended alternatives to carry into design phase.

12.2 Design Criteria Evaluation

The Contractor will complete design criteria forms for each of the five bridges being replaced and separate forms for each of the ramps on each of the interchange bridges and submit for State review and concurrence. The Contractor will note design exceptions needed and provide alternatives for and/or documentation on increases to construction limits and project cost to eliminate each design exception. Contractor will collaborate with the State and make recommendations. State will consider recommendations and make final decision on project limits and seeking or eliminating the need for design exceptions.

12.3 Preliminary Geometric Layout

The Contractor will prepare a Level 1 Preliminary Geometric Layout for State review when consensus on the concept alternatives has been reached. The Contractor will complete and submit the current version of the layout checklists before submitting the Preliminary Geometric Layout to the State. The State will review the Preliminary Geometric Layout and provide written comments to the Contractor to be incorporated into the Final Geometric Layout for Staff Approval. The Preliminary Layout will be based on the ~~Tight Diamond~~ SPUI option.

12.4 Preliminary Cost Estimate

The Contractor will prepare a preliminary cost estimate for the entire project and submit it with the Preliminary Geometric Layout review submittal. This cost estimate will be similar in format to MnDOT's LWD method.

12.5 Design Memorandum

The Contractor will prepare a Design Memorandum corresponding to the Preliminary Layout and submit it in conjunction with the layout submittal for State review. Any Design Exception requests will require written

justification for the exception. The Contractor will be responsible for providing written Design Exception request justification write-up(s), including any supporting data and exhibits. The State will provide review comments to be incorporated into the final version of the Design Memorandum.

The Contractor will submit the final Design Memorandum with the Final Geometric Layout as detailed in Section 12.6.

12.6 Final Geometric Layout

Upon receipt of Preliminary Geometric Layout review comments from the State, the Contractor will assess the comments for incorporation into the Final Layout. The Contractor will prepare, in writing, a Layout Comment Response Memo detailing a response to each review comment (i.e. will incorporate, needs further discussion, etc.) and will submit the memo to the State before initiating work on the Final Geometric Layout.

Based on the public engagement process, input from the City, and coordination with MnDOT Central Office Geometrics Office, prepare a Final Geometric Layout for the Single Point Urban Interchange (SPUI) option for the 4th Street interchange.

Evaluate the need for a second north bound through lane for the SPUI option at the 4th Street interchange.

Evaluate the need to widen the I-90 shoulders across the proposed Cedar River Bridges to eliminate the need for bridge scuppers.

Evaluate the need to reconstruct the existing retaining wall along the existing southwest ramp at the 4th Street interchange.

Evaluate the feasibility of reconstructing the existing pedestrian bridge which crosses the Cedar River.

Evaluate improving the skew at the TH 105 interchange ramp terminal intersections.

Evaluate options to address slope instability for the south ramps at the US 1218 S interchange.

Evaluate walkway design options at the US 218 S interchange to meet ADA requirements.

Utilize the WB-67 design vehicle for the 4th Street interchange design, except where right of way impacts are generated. In that case, utilize the WB-62 design vehicle at the 4th Street interchange.

Provide for up to two additional layout reviews by MnDOT Central Office Geometrics Unit.

Prepare preliminary design and cost estimate for the 4th Street extension from Hardees to and including the 13th Avenue intersection.

Prepare preliminary design for the median crossovers needed for the MOT plan.

Refine the TH 218 South ADA Design. Design revisions will include ROW coordination, ped ramp design and walkway coordination and design, and drainage design updates.

Refine 4th Street SPUI Design. Design revisions include median design, crown shift, and Hardees access. These revisions will require a profile revision and some other miscellaneous updates.

Revise TH 218 North Layout Design. Design revisions will include revising limits on north and south, profile ties, and shoulder transitions.

Upon the State's concurrence of the Layout Comment Response Memo, the Contractor will incorporate review comments and submit the Final Geometric Layout to the State within 10 working days, or as otherwise approved by the State.

Upon receipt of the Final Geometric Layout Comments from the State, the Contractor will work collaboratively with the State's Project Manager and other State staff to determine adequate responses and will draft written responses for the State's review.

12.7 Construction Limits Map

The State will provide concept layout drawings depicting conceptual construction limits for the Contractor's review. The Contractor will review State District 6 procedure for documenting construction limits. Construction limits drawings will depict the Preliminary/Final Engineered Limit Line (tie-down points) as well as the Preliminary/Final Construction Limits which will take into consideration design, constructability and future maintenance of all roadway features.

The Contractor will prepare a preliminary construction limits map to show with the preliminary layout for review by State District 6 staff. Contractor will discuss construction limits with District 6 Design, Right of Way, Bridge, and Surveys staff as needed. Contractor will utilize District 6 Construction Limits Completion Form Process.docx, dated 7-30-18, for documenting anticipated construction limits.

The Contractor will prepare a final construction limits map associated with the Final Geometric Layout or Staff Approved Layout and will meet with State Staff to review and discuss.

DELIVERABLES

The Contractor will:

1. Evaluate and provide recommendations or alternatives for the Concept drawings
2. Complete and Submit Design Criteria Forms for each bridge and all ramps.
3. Evaluate need for Design Exceptions and provide documentation for cost and construction limit changes to eliminate each Design Exception.
4. Based on the final concept recommendations by the State, prepare and submit Preliminary Geometric Layout, including profiles, preliminary cross sections and preliminary construction limits to the State for review including three hard copies.
5. Prepare and submit an electronic spreadsheet and three hard copies of a preliminary cost estimate for the project for both the US 218N and the 4th Street interchanges and the Cross-over Plan.
6. Prepare and submit a Preliminary Design Memorandum.
7. Prepare and submit Preliminary Layout Comment Response Memo.
8. Prepare and submit Final Geometric Layout including layout checklist.
9. Prepare and submit three hard copies and 1 electronic version (in PDF DGN formats) of Final Geometric Layout with profiles and preliminary cross sections and layout checklist for the State Geometrics Review.
10. Prepare and submit Final Layout Comment Response Memo.
11. Prepare a Final Construction Limits map and submit one hard copy and two electronic copies (PDF, DGN).
12. Complete the District 6 Construction Limits Completion Form Process.docx for both the US 218N and the 4th Street interchanges and the Cross-over Plan.

The State will:

1. Provide Layout Concepts for Contractor evaluation.
2. Review the Completed Design Criteria Forms and Design Exception documentation and provide final recommendation on eliminating design exceptions.
3. Provide final concept recommendations and direction proceeding with Preliminary Geometric Layout preparation
4. Review the Preliminary Geometric Layouts and provide written comments.
5. Review the Preliminary Cost Estimate and provide written comments (if any).
6. Review the Preliminary Design Memorandum and provide written comments (if any).
7. Provide concurrence on the Preliminary Layout Comment Response Memo(s) when appropriate.

8. Review the Preliminary Construction Limits and provide written comments (if any).
9. Distribute the Final Geometric Layouts for State Geometrics Review.
10. Forward comments from State Geometrics Review.
11. Provide concurrence on the Final Layout Comment Response Memo(s) when appropriate
12. Provide District Construction Limits Handoff process and form for documentation.
13. Provide necessary signatures for documenting Construction Limits handoff to final design.
14. Provide a staff approved layout for the US 218N interchange and all associated base files and design documentation, including an approved Design Memo.

13. INTERSTATE ACCESS REQUEST (IAR) (Source type 1140)

An Interstate Access Request (IAR) is required for the project. The contractor will prepare an Interstate Access Request according to processes outlined in the current version of the Highway Project Development Process (HPDP).

The State will provide a summary of previous coordination efforts with FHWA which will provide additional background for the scope and preparation of the IAR.

The contractor will conduct any additional traffic operational analysis and/or Freeway Modeling needed for the IAR. Highway Capacity Manual (HCM) or Highway Capacity Software (HCS) analysis is anticipated. The Contractor will prepare a brief summary of the operational analysis in an email format.

Prepare a corridor-wide comprehensive traffic technical memorandum which normalizes previous traffic study work for use in design tasks.

Prepare HCS analysis for the US 218 N interchange for FHWA concurrence.

14. DETAIL ROADWAYS DESIGN (Source type 1250)

The Contractor will complete detailed highway design in accordance with the current American Association of State Highway & Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets (also known as The Green Book), current AASHTO Roadside Design Guide, current Mn/DOT Road Design Manual, current Highway Capacity Manual, and Federal Highway Administration (FHWA) and Mn/DOT design policies, procedures, practices and standards. All work completed must meet Mn/DOT's Level 2 CADD Standards (as published in the most current CADD Data Standards Manual), including the use of GEOPAK™, Mn/DOT's automated design software. See <http://www.dot.state.mn.us/caes/cadd>.

Deliverables include a complete and accurate set(s) of Highway Design plans to construct a project that fulfills the Department's intended purpose. Deliverables may include, but are not limited to some or all of the following:

1. Plans, produced using Mn/DOT's Design Standards and Level 2 CADD Standards;
(<http://www.dot.state.mn.us/caes/cadd>)
2. Special Provisions;
3. Estimates;
4. Reports;
5. Feasibility and justification studies, including all related calculations.
6. 3D Modeling surfaces (finished grade, subgrade, and grading grade)
7. Attend up to three pre-bid constructability review meetings with Construction Contractors

Consultant deliverables must include a documented Quality Assurance/Quality Control (QA/QC) plan, and QA/QC reviews of each submittal, including addressing comments from previous reviews, i.e. 30%, 60%, and 95%, reviews.

Upon Staff Approval of the final Geometric Layouts and the Construction Limits Map, the Contractor will initiate Final Highway Design.

Final plans for the US 218N interchange will be included into the overall plan set.

Based on the staff approved layout for the US 218N interchange, it is assumed that no stormwater ponding will be required at this location.

Prepare final plans for the SPUI interchange configuration at the 4th Street interchange.

Prepare final plans for that portion of 4th Street from the southerly entrance to Hardees to and including the 13th Street intersection.

Prepare a separate plan set for the cross over and shoulder work for construction in 2023 (SP 5080-176).

Revise Typical Sections, Cross Section Format, and Plan Format between 30% and 60% submittals.

Sheet Pile/Retaining Wall Pre-loads/I-90 Closures – Coordination time was required to study ramifications of FADR pre-load recommendations on wall design and construction as well as traffic control and constructability.

4th Street Pier Removal. We were asked to prepare a cost estimate for the removal and some shoulder width and staging implications exercises as well. Analysis included lane closures and detours for bridge demo, beam sets, deck pours.

Single Point Perpendicular Crossing – Prepare qualitative and quantitative analysis of feasibility of providing a perpendicular pedestrian crossing within the 4th St. interchange.

4th Street NE Ramp Barrier – Prepare feasibility study and concept alternatives to provide a traffic barrier between the NE ramp at 4th St. and the adjacent trail. Coordinate design options with MnDOT staff.

Project SPs and Funding – Attend four additional meetings with MnDOT Central Office staff to coordinate funding sources. Prepare draft SEQ sheet showing funding column headings.

ADA Design – Provide for three ADA submittals for their review and comments. Address ADA Group comments and facilitate three comment resolution meetings.

ADA Design – Provide for revisions to the Staff Approved Layout to account for comments made which were in conflict with previous guidance.

Add perpendicular pedestrian crossing to the 4th St interchange (Roadway design).

Identify and evaluate options for median drainage at Crossover #3 including limits of median barrier removal and replaced in the final proposed condition.

Prepare approach panel designs for Bridges at TH 105, US 218N, US 218S, and 6th Street. Assumes special concrete mix design for the TH 105 bridge approach panels.

US 218 South Moment Slab – Provide for coordination and structural design to accommodate special traffic barrier type design in SE quadrant of the US 218 S interchange.

Prepare construction plans for the replacement of the pedestrian bridge over the Cedar River (SP 5080-181). Assumes that MnDOT Bridge will prepare the bridge design. Assume a complete ADA system overhaul from 4th St to the ped bridge including the hydraulic modeling, permitting, CATEX update, plans and provisions. Letting date assumed to be late 2025.

Hydraulic modeling for the ped bridge includes: update river modeling and hydraulic memo from SP 5080-170, coordination with local agencies, scour computations, bridge design coordination, and DNR MPARS permit re-submittal. Assumptions are: up to three (3) proposed alternatives will be analyzed, a

No-Rise certification is assumed and the FEMA MT-2 LOMR/CLOMR process not required, HEC-RAS modeling only, FEMA MT-2 Modeling process and sequencing will be followed, coordination required with MnDOT Structures Group, MPARS Permit Update Required, and that the clearance will not be made worse. Deliverables are: Hydraulic report, risk assessment, no-rise certification, Scour computations and Bridge Plan Hydraulic Data, and DNR MPARS.

Incorporate Green Sheets commitments into the Plans as separate plan sheets.

Coordinate Concrete to Remain forms with MnDOT Bridge.

Perform Cost Estimating Analysis to determine appropriate cost splits cost cutting measures. Update final plans accordingly.

Provide for bidding and Construction Design Support

14.1 30% Plans

Includes the design and coordination to develop the 30% plan set which will include the following plan sheets:

1. Title sheet
2. In place utilities and tabulations
3. Preliminary typical sections
4. In place Topo, Utility and R/W Plan
5. Alignment plans
6. Preliminary Construction Plan
7. Preliminary ADA plan
8. Preliminary Construction Staging Plan
9. Preliminary Profiles
10. Cross section sheets including: Inplace and proposed R/W
11. Prepare existing conditions drainage area map, including existing storm drain and culvert infrastructure, hydrologic boundaries, and surface flow directions.

14.2 60% Plans

Includes the design and coordination to develop the 60% plan set which will incorporate 30% comments and include the following plan sheets:

1. Title sheet and general layout
2. Statement of Estimated Quantities (format only, no quantities)
3. Standard plates and chart index
4. Soils / construction notes
5. Typical sections
6. Miscellaneous Details
7. Standard Plan sheets
8. Construction Staging and Traffic Control Plans (Includes Temporary Erosion/Sediment Control Construction plans)
9. Alignment plans and tabulations
10. In place Topo, Utility and R/W Plan
11. Removal plans
12. Drainage Plan /Profiles
13. Drainage Standard Details
14. Intersection details
15. ADA Pedestrian Ramp Details
16. Roadway profile sheets
17. Erosion Control Plans

18. Turf establishment plans
19. Signing and Pavement marking plan
20. Pavement marking details and notes
21. Lighting plans
22. Matchline Layout
23. Cross section sheets including:
 - a. Inplace and proposed R/W
 - b. Existing utilities
 - c. Proposed utilities

14.3 95% (Final District Review/Plan Turn-in) Construction Plans

95% Final District Review of the construction plans will include all information needed for Plan Turn-in and be prepared in conformance with the form and content of the items in the bullet list below.

1. District 6 provided sample plan
2. State Level 1 & 2 Computer Aided Drafting and Design (CADD) Standards (<http://www.dot.state.mn.us/caes/cadd.html>).
3. Minnesota Department of Transportation Road Design Manual (<http://www.dot.state.mn.us/design/rdm/index.html>).
4. State Office of Traffic, Safety and Operations design guidance (<http://www.dot.state.mn.us/trafficeng/designtools/index.html>).
5. Minnesota Department of Transportation Utilities Manual (<http://www.dot.state.mn.us/utility/files/PDF/policy/utilities-manual-web.PDF>).
6. The project's Materials Design Recommendations.
7. The governing storm water treatment regulations.
8. Plan format will be according to requirements in Section 14.
9. Plan review and approvals will follow requirements in Section 14, specifically; plan submittals will be at the following milestones: 30%, 60%, and 95% completion, including plan revisions required by Central Office to achieve the 100% milestone in preparation for letting.

The 95% Final District Review/Plan Turn-in Milestone will represent the Contractor's complete P.S. & E. submittal to the District for the last, formal District review and District signatures prior to plan submittal to Central Office Pre-letting services. The Final District Review of the 95% plan is estimated to take 20 working days. The State's Project Manager will return comments from the 95% District Review for incorporation. When the revised 95% Plan set is received and all comments have been addressed, the State's Project Manager will obtain any necessary District signatures and submit the P.S. & E. package to Central Office Pre-letting services.

Review by Central Office Pre-Letting will constitute the 100% Plan Review. Changes made to these plans as a result of the State's review will be made and the plans considered 100% Final for letting once all State signatures have been obtained.

The following MicroStation plan sheets will be prepared. Sheets will be combined with the prior consent of State's Project Manager.

1. Title Sheet
2. General Layout
3. Estimated Quantities
4. Soils and Construction Notes
5. Standard Plates
6. Earthwork Tabulation and Summary
7. Tabulations
8. Inplace Utility Tabulations
9. Typical Sections
10. Miscellaneous Details
11. Standard Plans

12. Inplace Topography and Utility Plans
13. Removal Plans
14. Construction Plans and Profiles
15. ADA/Pedestrian Facilities Plans
16. Bituminous Paving Plans
17. Superelevation Plans
18. Storm Water Pollution Prevention Plan (SWPPP)
19. Drainage Plans, Profiles, and Tabulations
20. Turf Establishment Plans
21. Erosion Control Plans
22. Construction Staging Plans
23. Traffic Control Plans and Tabulations
24. Striping Plans and Details
25. Signing Plans and Details
26. Lighting Plans and Details
27. Signal Plans and Details
28. Cross Sections

The Contractor will:

1. Submit 30% Plans for State Review
2. Respond to 30% Plan Review Comments
3. Submit 60% Plans for State Review
4. Respond to 60% Plan Review Comments
5. Submit 95% Final (District Review) Plans for State Review
6. Respond to 95% Plan Review Comments
7. Respond to 100% Final Plan review by Central Office Pre-letting Services.

The State will:

1. Provide District specific construction details
2. Provide a Sample Plan
3. Provide plan review comments in written form for each of the plan submittals.
4. Submit 95% Plan to Central Office Pre-letting services
5. Prepare bid proposal
6. Provide design files and *.gpk files for current concept layout.

15. PRELIMINARY BRIDGE ENGINEERING AND DESIGN (Source type GEOM)

Contractor will perform necessary engineering and design to determine the type, size, location and geometrics of the required bridge. Contractor will perform all of the necessary number of concept iterations to determine the proper bridge structure depths. Structure depths and profile grades will be iterated together to provide the minimum required vertical clearance while not providing excessive additional clearance above the minimum requirements. Preliminary bridge design will be conducted with consideration of roadway geometrics, clear zone requirements, appropriate shoulder widths, required site distance, required clearance from overhead power transmission lines, hydraulic requirements, staging needs, economics, oversized/overweight corridor and all other project constraints. The District 6 Project Manager will be copied or notified of all significant correspondence. State's Bridge Office will attend project meetings and respond to Contractor inquiries.

No ABC analyses or designs will be required.

15.1 Aesthetics

Bridge aesthetics will be established in collaboration with State and require approval by the MnDOT Bridge Office

15.2 Bridge Surveys

State will provide survey information to Contractor. Contractor will perform any additional survey work needed to support analysis and prepare the bridge survey sheets. The Contractor will be required to prepare Bridge Survey Sheets for submittal to the Preliminary Bridge Unit.

15.3 Bridge Concept Development

State will provide an initial roadway concept for each location which are to be used for developing bridge concepts. Contractor will develop up to three concepts for Bridges 6868/6869, three concepts for Bridge 9180, three concepts for Bridge 9183, and three concepts for Bridge 9201. The initial concepts may be sketch level drawings on an aerial photograph base and consider alignment, bridge type, and hydraulic performance, where applicable.

Evaluate and prepare concept bridge and wall design for a SPUI interchange configuration at the 4th Street interchange.

Evaluate and prepare concept retaining wall design adjacent to the Cemetery.

The Contractor will collaborate with the State and perform all of the necessary number of concept iterations to determine the appropriate structure depths, which will be iterated together with profile grades to provide the minimum required vertical clearance while not providing excessive additional clearance above the minimum requirements. Each intermediate concept will be evaluated based on alignment, bridge type, hydraulic performance, and cost effectiveness.

The Contractor will develop a set of measurable screening criteria to highlight differences between each intermediate concept based on differentiating elements such as (but not limited to) hydraulic capacity, flood stage increase (or decrease), constructability, environmental impacts, right of way requirements, construction costs, life-cycle costs, etc. Stakeholder concerns will be considered while developing screening criteria. The State will provide approval of the final screening criteria.

The Contractor and State will work collaboratively to apply the concept screening criteria in order to identify a preferred alternative for each bridge replacement. Roadway concepts developed in Section 6.0 must be considered in the selection of preferred bridge alternatives.

The expected outcome of Task 15.3 is a Bridge Type Selection Report for each bridge replacement which presents the initial concepts, the intermediate concepts evaluated in the screening process, summarizes the screening process, and provides a preferred alternative for each bridge replacement, including roadway approach information.

15.4 Bridge Hydraulics

As part of the Bridge Concept Evaluation, the Contractor will conduct an initial hydraulics analysis for each Bridge 6868 and 6869 concept and detailed floodway/floodplain analysis including a Hydraulics Memo and a Risk Assessment for each intermediate concept for the replacement of Bridges 6868/6869. Currently there is a detailed Flood Insurance Study (FIS) and associated mapped floodplain/floodway boundaries in effect for Bridges 6868/6869 and the local vicinity. The preferred bridge replacement should avoid or minimize any floodplain/floodway encroachments and/or 100-year stage increases. Avoiding stage increases and floodway impacts that would result in a Conditional Letter of Map Revision (CLOMR) will be given prime consideration during concept development for Bridges 6868/6869. A summary of the hydraulics analyses for the initial and intermediate replacement alternatives for Bridge 6868/6869 will be documented in the Bridge Type Selection Report described in Section 15.3.

Add up to two cross sections in the HEC-RAS model, per direction from and coordination with MnDNR.

Reconcile data in different models to develop approved model.

Update hydraulic modeling for new pier locations, coordinate changes with all affect agencies, document revisions in hydraulic memo.

15.5 Foundations

The Foundation Analysis and Design Recommendations (FADR) will be provided by State's Foundations Unit. At this time, it is assumed that foundations for all crossings will be pile supported.

15.6 Aesthetic Design Review

For this review, Contractor will incorporate aesthetic design elements into the General Plan and Elevation Sheet(s) and submit to the Bridge Office Project Manager for review. In contact with the State's Preliminary Bridge Plans Unit, Contractor may proceed with design during this review. State will provide comments within 10 days. Contractor will incorporate agreed upon revisions for inclusion in the aesthetics sheet(s) for the Final Preliminary Plan.

Evaluate fascia panel design to eliminate the need to divert traffic during construction.

Evaluate options to resurface existing retaining wall along the SW ramp of the 4th St interchange. Provide a recommendation to MnDOT. Incorporate recommended option into the final plans and specifications.

Cemetery Fencing – Evaluate option to replace decorative fencing along cemetery property. Incorporate recommended option in the final plans and specifications.

15.7 30% Preliminary Bridge Plan

Upon approval of the preferred alternative for each bridge by the State, the Contractor will conduct necessary engineering and design to determine the location and geometrics of the bridges. Preliminary design will be conducted with consideration of roadway geometrics, clear zone requirements, appropriate shoulder widths, required site distance, hydraulic requirements, staging needs, and any other identified project constraints.

Prepare Preliminary Bridge and retaining wall plans for the SPUI interchange configuration at the 4th Street interchange.

The 30% Preliminary Bridge Plan must include, at a minimum:

- General Plan and Elevation Sheet(s)
 - General Plan and Elevation
 - Profile of Finished Bridge Deck
 - Design Data
 - Proposed Type of Structure Block
 - Title Block
- Proposed alignment, profile grades, structure type, and substructure location;
- Electronic MicroStation and Geopak files (coordinate correct) to support design;

Contractor will submit two copies of the 30% Preliminary Plan to State for review. State will return the 30% Preliminary Plan with red-lined comments within 10 working days. Contractor will incorporate agreed upon revisions for inclusion in the Aesthetic Design Review submittal.

Contractor submittal of supportive electronic files will including a Digital Terrain Model (TIN) file, MicroStation files containing planimetric mapping (APL, PLN), MicroStation files showing the location of in-place utilities and other surveyed field input (FIP), and a Geopak (GPK) file containing the chains, profiles, and shots of other surveyed features in the project area.

15.8 Final Preliminary Bridge Plan

The Final Preliminary Plan will show the general dimensions, elevations, sections, aesthetic features, survey information, foundation borings and design data. It will include:

- General Plan And Elevation Sheet
 - General Plan and Elevation
 - Profile Of Finished Bridge Deck
 - Design Data
 - Utility Conflicts
 - Proposed Type Of Structure Block
 - Projected Traffic Volumes

- Title Block
- Bridge Survey Sheet
 - Contracted Profile
 - Plat and Index Map
 - Typical Roadway Sections (at approach panel termini)
 - Engineers Observations
 - Hydraulic Recommendations
 - Bench Mark Data
- Foundation Sheet
 - Boring Plan
 - Geotechnical Boring Logs
 - Existing Footing Locations
 - Proposed bridge location
 - In-place (and Proposed) Utility Locations
- Other Sheets and Details
 - Substructure Sheets
 - Superelevation Sheets
 - Staging Details
 - Aesthetic Details
 - Construction Plan
 - Alignment Tabulations

Contractor will submit two hard copies of the Final Preliminary Plans and refined cost estimates to State for review. State will return the Final Preliminary Plans with red-lined comments within 10 working days. If necessary, Contractor will incorporate State's comments/revisions and re-submit the Final Preliminary Plans to State, including the finalized Checklist for Preliminary Plans. Contractor will also provide the Final Preliminary Plan sheets in MicroStation format which must be directly reproducible. All internal and external reference files will be detached.

Contractor must also submit one bound hard copy of certified design calculations and quantities and one electronic copy of the design and cost estimate calculations and quantities.

Contractor must also submit appropriate electronic files with the Final Preliminary Plans, including a Digital Terrain Model (TIN) file, MicroStation files containing planimetric mapping (APL, PLN), MicroStation files showing the location of in-place utilities and other surveyed field input (FIP), and a Geopak (GPK) file containing the chains, profiles, and shots of other surveyed features in the project area.

15.9 Preliminary and Final Retaining Wall Plans

The Retaining Wall Plans will show the general dimensions, elevations, sections, aesthetic features, survey information, foundation borings and design data.

15.10 Revise preliminary bridges plans for Bridge #s 50812 & 50813 to account for the shift in pier location recommended by MnDOT Bridge. This also includes updating hydraulic modeling to account for the pier shifts.

Contractor Will:

1. Provide up to three initial bridge replacement concepts for each of Bridges 6868/6869, 9180, 9183, and 9201.
2. Perform and provide detailed floodplain analyses for the intermediate replacement concepts for Br. 6868 and 6869 including Hydraulics Memo and Risk Assessment for each intermediate and preferred bridge replacement alternative.
3. Perform Aesthetic Design Review and provide general plan and elevation view showing proposed aesthetic details.
4. Prepare and submit 30% Preliminary Bridge Plans for 6868/6869, 9180, 9183, and 9201.
5. Respond to State comments on 30% Preliminary Bridge Plans

6. Prepare and submit two hard copies and digital copy (Microstation/Geopak) of Final Preliminary Bridge Plans
7. Respond to State comments on Final Preliminary Bridge Plans
8. Resubmit Final Preliminary Bridge Plans if necessary
9. Prepare and submit preliminary Cost Estimates.
10. Submit design calculations, quantities, and survey files.

State Will:

1. Approval of concept screening criteria.
2. Work collaboratively to identify preferred bridge replacements.
3. Review of Hydraulics Analyses, Hydraulic Memos, and Risk Assessments.
4. Geotechnical Investigation/Recommendation Report for bridges and walls.
5. Working copies of electronic design files (Microstation, Geopak).
6. Working sketches of Plan and Elevation Sheets (if available)
7. Visual Quality Design Guide
8. Foundation Investigation Report for bridges and walls.
9. Foundation Recommendations for bridges and walls.
10. 30% Plan comments, Aesthetic Design Review comments, and Final Preliminary Plan comments
11. Signature and distribution of the Final Preliminary Plan
12. Provide current hydraulic modeling

16. INTERSECTION CONTROL EVALUATION, SIGNAL DESIGN, SIGNING DESIGN, LIGHTING DESIGN

16.1 Intersection Control Evaluation (ICE) (Source type 1808)

The Contractor will complete an ICE Report for the eastbound on/off ramp intersection at 4th St. /CSAH 45, and the westbound on/off ramp intersection at 4th St./CSAH 45. It is assumed that no ICE reports are need for the US 218N interchange.

The Contractor will make recommendations for the control used based on the technical recommendation contained within the ICE, as well as Social, Economic and Environmental impacts, documented during the

16.2 Signal Design (Source type 1251)

If a traffic signal is determined to be the appropriate control, the Contractor will design traffic signals at the eastbound on/off ramp intersection at 4th St./CSAH 45, and the westbound on/off ramp intersection at 4th St./CSAH 45.

Prepare the traffic signal design for a SPUI interchange configuration at the 4th Street interchange.

Add perpendicular pedestrian crossing to the 4th St interchange.

16.3 Lighting

Standard interchange lighting will be designed at the 4th St. and the US 218N interchanges as a replacements for the existing lighting systems. Aesthetic designs will be coordinated with the City of Austin and MnDOT.

Determine the need for lighting replacement at the TH 105 and 21st interchanges and design replacement lighting systems, if required.

Design temporary lighting systems for installation at each median cross-over location for SP 5080-176.

16.3a Signing

Prepare final plans for OH sign on WB I-90 east of 21st Street. Obtain soil boring in the proposed sign location. Prepare FADR and obtain approval from MnDOT.

Design temporary OH signs for traffic control.**16.5e Lighting**

Coordinate with MnDOT and City Staff to determine ownership and circuiting needs. Coordinate with Austin Utilities to determine type of electrical service requirements. Coordinate with bridge designers for specific conduit and structural needs.

Design separate City owned lighting circuit from MnDOT owned circuit and replace outdated cabinets.

The Contractor will:

1. Submit Draft ICE Report for locations identified for State review.
2. Revise Draft ICE Report based on comments received.
3. Submit a final ICE Report.
4. Coordinate with the State to provide final recommendation for Intersection Control.
5. If required, complete Draft Signal Design for State Review.

The State will:

1. Review the draft ICE Report and provide comments.
2. Provide concurrence on appropriate Intersection Control for all locations.
3. Provide comments on Draft Signal Design
4. Coordinate with internal MnDOT staff regarding traffic control and construction staging and assist the Contractor in resolving issues.

17. MAINTENANCE OF TRAFFIC (MOT) (Source type 1808)**17.1 Review Scoping MOT Study**

The State will provide the Contractor with a copy of the MOT Study completed during scoping that looked at staging options and included a recommendation for final construction staging. Contractor will review and make comments on the study including recommendation to proceed with proposed alternative, OR propose a modified MOT concept for State review and concurrence.

17.2 Traffic Management Plan (TMP)

The Contractor will prepare a basic TMP utilizing the State's checklist. A draft TMP will be submitted for the State's review. The State's comments will be incorporated into a final TMP document. No traffic modeling will be required.

Prepare a TMP for an October 2023 letting.

Conduct up to three meetings with construction contractors to gain input regarding constructability and construction durations.

Conduct an ADA assessment of pedestrian detour routes

17.3 Meetings

The Contractor will hold up to four meetings with the State and select stakeholders to discuss construction staging and MOT requirements at a time under the discretion of the MnDOT Project Manager. The Contractor will provide meeting agendas, exhibits, and minutes. Meetings will be held at State District 6.

The Contractor will:

1. Review MOT scoping study and submit comments to State.

2. Prepare and submit a draft TMP for State review.
3. Revise the draft TMP based on State review comments.
4. Submit a final TMP.
5. Hold up to ~~eight~~ **14** MOT Meetings.
6. Provide agenda, exhibits, and minutes for the MOT Meetings.
7. Include the US 218 N interchange in the TMP.
8. Include the median cross-overs in SP 5080-176 in the TMP.

Pedestrian Detour Routes – Identify, analyze, and evaluate pedestrian detour routes to be used during construction during bridge closures. Coordinate temporary pedestrian routes with MnDOT, the City of Austin, and the local cemetery. Temporary detour route locations include TH 105, US 218 N, 4th Street, and US 218S.

Adjust 4th Street Bridge demo traffic control to meeting City and County needs.

The State will:

1. Provide Contractor with a copy of the MOT study completed during scoping
2. Review the draft TMP and provide comments.
3. Attend MOT Meetings.
4. Coordinate with internal MnDOT staff regarding traffic control and construction staging and assist the Contractor in resolving issues.

18. RIGHT OF WAY SERVICES

18.1 Pre-Acquisition (Source type 1210)

For the work specified below, it is assumed that 22 parcels will need to be processed at the 4th St. interchange, 6 parcels at the 21st interchange, and 8 parcels at the TH 105 interchange, 4 parcels at the US 218N interchange, 3 parcels at the 13th Avenue intersection, 2 parcels at the ped underpass approaches, for a total 45 parcels.

The Contractor will perform the following pre-acquisition activities including:

Field Title Investigation

State's OLM Legal and Real Estate Conveyance Unit will complete Certificates of Title for each affected tract. Contractor will obtain the County Assessor's estimate of fair market value for each parcel. Contractor will obtain all tax and special assessment information along with the agency levying the tax or assessment. Contractor will set up a meeting with State's District Real Estate Representative to review field title investigation procedures. Contractor will perform a field title investigation for each parcel, which will be completed by a professional Real Estate Specialist experienced in the area of title investigations. Contractor's Field Title Investigation Agent will verify ownership and nature of interest of the fee owner, contract for deed vendee, or other interests in the property by personal visit for parcels where ownership is local in nature. Contractor's Field Title Investigation Agent will consult with State's District Real Estate Representative on how to proceed with field title investigations for non-local ownership. Contractor will maintain close communication with State's Project Manager, as some modification of the R/W work map will be necessary due to landowner's concerns expressed to Contractor's Field Title Investigation Agent.

Develop R/W Work Map

Contractor will meet with State's District R/W Staff to discuss and review R/W layout procedures. The Contractor will familiarize his/her personnel with the policy and procedures of State's R/W Manual Section .000 to .600. Contractor will obtain existing project information.

Contractor will place proposed R/W on drawings using guidelines found in State's R/W Manual, and CADD Standards Manual with additional information to be supplied by State's District R/W and Survey Office. Contractor will calculate proposed new R/W boundary corners (B-points) using GEOPAK COGO based on the work map electronic file.

Prepare Parcel Sketches

Contractor will prepare a colored sketch of each parcel using a clip from the MicroStation work map (.wkm) CADD file following State's District R/W Office guidelines for parcel sketch preparation.

Final Plats

The State will complete Final Plats for the Project. Will furnish all deliverables within this scope of work to allow for the timely submission of the Plats.

Prepare R/W Package

Contractor will prepare a Staff Authorization Map depicting the listed information shown in State's R/W Manual. Contractor will prepare a cover letter (State Form 25294) and Request for Authorization Form (signature). District's Land Surveyor will authorize and provide signature on Request for Authorization form indicating that land ties are correct as indicated on the map. Contractor's Design Engineer will authorize and provide signature that construction limits are correct as indicated on the map. Contractor's Project Manager will authorize and provide signature that R/W limits are in accordance with the map. Contractor will coordinate with State's Project Manager to obtain State's Transportation District Engineer's signature on the Request for Authorization form. Contractor will complete the R/W Package.

Contractor will send one copy of all R/W Package items to State's Project Manager as well as meet with State's Project Manager to review the R/W Package prior to submittal to State's OLM. Contractor will send the original and one copy of the R/W Package to State's OLM, and will retain one copy for the project file.

Electronic File Submission

Contractor will submit all electronic data associated with the R/W Work Map to State's OLM. Contractor will also send a copy of all electronic files to State's District R/W Office and retain one copy of all electronic files. All electronic files will be in a format compatible with State's CADD Data Standards. Contractor will submit a text file describing all naming conventions Contractor will use in supplying electronic data to State's OLM.

Perform Appraisals

Contractor will coordinate one meeting with State's Appraisal Supervisor and State's Project Manager prior to the start of the appraisal work. Contractor will use appraisers who are on the State's Contract Fee Appraiser list. The OLM Appraisal Supervisor, prior to the start of the appraisal work, will approve Contractor's appraisal fees. Contractor's Real Estate Appraiser must hold a valid Minnesota Real Estate Appraiser license and will be governed by the ethics provision of the Uniform Standards of Professional Appraisal Practice.

State's OLM will convene a meeting four to six weeks before the hearing on petition to determine which parcels that have not been acquired need a complete before and after appraisal. The group will consist of Contractor's Eminent Domain Engineer and Direct Purchase Agent, State's Project Manager and State's OLM Appraisal Supervisor and the Assistant Attorney General assigned to the eminent domain action. Contractor will be responsible for assigning the updated appraisal report request on those parcels that are not likely to settle. Contractor will perform a before and after appraisal on parcels placed into an eminent domain action.

18.2 Right of Way Acquisition

The Contractor will perform all acquisition activities including the following major work tasks:

Direct Purchase (Source type 1240)

Contractor will submit Direct Purchase Agent's experience and qualification for review and approval by State's Project Manager prior to performing the direct purchase work. Contractor will perform direct purchase work using a professional Real Estate Agent who is experienced in the area of real estate negotiations. Contractor's Project Manager will certify that the Direct Purchase Agent has no personal interest in properties being acquired. Contractor's Direct Purchase Agent will meet with State's Project Manager and State's District Real Estate Representative to review direct purchase procedures prior to starting the direct purchase work. Contractor will conduct all direct purchases in accordance with State's R/W Manual and the 49 CFR Part 24 – Uniform Relocation Assistance and Real Property

Acquisition Regulations. Contractor's Direct Purchase Agent will contact all property owners and perform all the functions necessary to acquire the needed R/W by means of direct negotiations. All offers will be made in person. No offers by mail are acceptable unless approved by State's District Real Estate Representative. Contractor will allow the property owner a reasonable length of time (generally 30 days minimum) to consider the direct purchase offer. All completed direct purchase files will be returned to State's District Real Estate Representative. The eminent domain process will be initiated at a minimum of six months ahead of the project letting date. Contractor will have all direct purchase offers made prior to the initiation of the eminent domain. Contractor will prepare a temporary direct purchase file for all files not yet acquired at the time of initiation of eminent domain.

Contractor's Direct Purchase Agent may recommend an administrative settlement memorandum where appropriate. Contractor will attend all meetings with State's Project Manager, Director of State's OLM and Minnesota Attorney General's Office.

Design Changes

Contractor will submit any R/W Package revisions to State's Project Manager for approval. Contractor will perform all necessary work required to submit an amended R/W Package to State's OLM. Contractor will work with State's Project Manager and Assistant Attorney General to prepare any revisions.

Eminent Domain - Condemnation

Contractor will assign a registered professional Civil Engineer for the legal action. Contractor will provide necessary engineering and technical support for the Attorney General. Contractor will attend all meetings with Assistant Attorney General. Contractor will assist the Attorney General in preparing for the hearing on petition. Contractor will be prepared to provide engineering testimony. After the hearing on petition, Contractor's Direct Purchase Agent may continue negotiations if there is a possibility of a reasonable settlement with property owners not included in eminent domain action.

Contractor's Engineer will attend district court's oath of commissioners meeting along with the Assistant Attorney General. Contractor's Engineer will be prepared to schedule viewings at oath meeting. Contractor's Engineer will coordinate staking of properties for viewing with Contractor's Surveyor. Contractor will prepare exhibits for all hearings. Contractor's Engineer will attend pre-hearing meetings with Assistant Attorney General. Contractor's Engineer will submit a written report on the hearing to the Director of State's OLM. Contractor's Engineer will approve and submit commissioner's daily fee reports. Contractor's Engineer will attend all pre-trial hearings. Contractor's Engineer will prepare a settlement memorandum to the Director of State's OLM. Contractor will obtain approval of appeal/no appeal recommendation from State's Project Manager. Contractor will submit the settlement memorandum to the Director of State's OLM. Contractor's engineer will discuss trial aspects with Assistant Attorney General. Contractor's Engineer will prepare materials for the trial.

Contractor's Engineer will be prepared to give engineering testimony in court. Contractor's Engineer will conduct a jury viewing of the property in litigation. Contractor's Engineer will prepare a summarization memorandum of trial to the Director of State's OLM.

Contractor will:

1. Continue the Attorney's Certificates of Title for all necessary updates. A licensed attorney or abstractor must complete the continuations of the Certificates of Title.
2. Obtain County Assessor's estimate of fair market value for each parcel and place on State's Market Data form.
3. Obtain all tax and special assessment information along with agency levying the tax or assessment.
4. Perform a field title investigation for each parcel using a professional Real Estate specialist experienced in the area of title investigation and approved by State's Project Manager.
5. Set up and attend meeting with State's District Real Estate Representative.
6. Verify ownership and document concerns of property owners affected by project with personal visit to parcels where ownership is local in nature.
7. Consult with State's District Real Estate Representative on direction when ownership is non-local.
8. Modify R/W work map with pertinent changes due to landowners concerns.

9. Provide gathered project information.
10. R/W Work Map.
11. Identify gaps and overlaps and prepare separate parcels for State's OLM.
12. Layout of proposed new R/W.
13. GEOPAK parcel report.
14. Schedule and attend meeting on development of R/W Work Map.
15. Prepare and submit parcel sketches.
16. Legal Descriptions for each parcel.
17. Staff Authorization Map and cover letter (State Form 25294).
18. Request for Authorization with State's District Land Surveyor, Design Engineer and Project Manager's signatures.
19. Coordinate with State's Project Manager to obtain State's Transportation District Engineer's signature.
20. R/W Package with all items as listed above.
21. Attend meeting with State's Project Manager to review R/W Package.
22. Submit R/W Package (original and one copy) to State's OLM.
23. Electronic data associated with the R/W work map to State's OLM.
24. Electronic data associated with the final plats to State's OLM.
25. Copy of electronic files to State's District R/W Office.
26. Text file describing naming conventions used.
27. Submit appraisals to State's District Real Estate Representative.
28. Coordinate one meeting prior to starting the appraisal work.
29. Identify potential MDAs.
30. Schedule and attend meeting to determine which parcels need a complete before and after appraisal.
31. Assign updated appraisal report request on parcels not likely to settle.
32. Perform a before and after appraisal on parcels placed into an eminent domain action. A second appraisal may be required on all parcels valued at more than \$250,000.00.
33. Perform direct purchase work.
34. Submit Direct Purchase Agent's experience and qualifications for approval.
35. Certification that Contractor's Direct Purchase Agent has no personal interest in properties being acquired.
36. Attend meeting to review direct purchase procedures.
37. Present direct purchase offers to parcel owners in person.
38. Submit Direct Purchase files for approval.
39. Prepare a temporary direct purchase file for all parcels not acquired with information as listed above.
40. Recommend an administrative settlement memorandum where appropriate.
41. Provided updated status reports to State's Project Manager.
42. Attend meetings with State's Project Manager, Director of State's OLM, and Attorney General's Staff.
43. Submit R/W Package revisions for approval in the form of a minor change or amendment.
44. Perform work necessary to submit amended R/W information as listed above for approval.
45. Work with State's Project Manager and Assistant Attorney General to prepare revisions.
46. Amend and record new plats as needed.
47. Amend valuations and certifications as needed.
48. Assign a registered professional Civil Engineer to the legal action.
49. Provide necessary engineering and technical support for Attorney General.
50. Attend meetings with Assistant Attorney General.
51. Assist Attorney General in preparing for the hearing on petition.
52. Prepare to provide engineering testimony.
53. Continue negotiations if possibility of reasonable settlement with property owners not included in eminent domain action.
54. Attend district court's oath of commissioners meeting.
55. Be prepared to schedule viewings at oath meeting.
56. Coordinate staking of properties for all viewings.
57. Stake properties for all viewings.
58. Re-stake parcels for all viewings by court.
59. Prepare exhibits for hearings as listed above.
60. Attend pre-hearing meeting with Assistant Attorney General.
61. Submit written report on hearing to Director of State's OLM.

62. Approve and submit commissioner's daily fee reports.
63. Attend pre-trial hearings.
64. Prepare a settlement memorandum.
65. Obtain approval of appeal/no appeal recommendation from State's Project Manager.
66. Submit settlement memorandum to Director of State's OLM.
67. Discuss trial aspects with Assistant Attorney General.
68. Prepare materials for trial.
69. Prepare to give engineering testimony in court.
70. Conduct jury viewing of property in litigation.
71. Prepare summarization memorandum of trial.

State will:

1. Provide Existing Right of Way and Easements (.DGN format).
2. Certificates of Title for each affected tract from State's OLM Legal and Real Estate Conveyance Unit.
3. All necessary continuations and corrections of Certificates of Title.
4. Provide direction when ownership is non-local in nature.
5. Attend meeting on field title investigation procedures.
6. Provide form and format.
7. Provide electronic land survey files including existing R/W, section and quarter corner locations, and section, quarter and sixteenth lines.
8. Provide Title Certificates of affected tracts.
9. Consult with Contractor's registered land surveyor regarding placement of subdivisions.
10. Review of GEOPAK point storage format and procedures.
11. Prepare Certificates of Title for gap and overlap parcels.
12. Attend meeting on development of R/W Work Map.
13. Provide a copy of State's District R/W Guidelines.
14. Furnish State Form 25294.
15. Furnish Request for Authorization form.
16. Furnish State's Transportation District Engineer's signature on Request for Authorization form.
17. Attend review meeting of R/W Package.
18. Submit appraisals to State's OLM for review and certification.
19. Determine additional appraisals that may be required.
20. Supply example MDAs.
21. Approve all MDAs.
22. Review all appraisals.
23. Determine an estimated market value of the property.
24. Convene a meeting to determine which parcels need a complete before and after appraisal.
25. Provide All Certificates of Title necessary for R/W acquisition services.
26. Approve Contractor's Direct Purchase Agent.
27. Prepare a direct purchase file for each parcel to be acquired.
28. Provide examples of administrative settlement memoranda.
29. Schedule and attend meetings with Contractor, Director of State's OLM, and Attorney General's Office.
30. Approve R/W Package revisions.
31. Approve amended R/W information.
32. Request eminent domain proceedings.
33. Provide sample hearing report.
34. Provide appeal/no appeal recommendation.

19. VALUE ENGINEERING STUDY PARTICIPATION (Source type 1140)

The Contractor will provide up to two individuals to assist in a Value Engineering Study for the project. The

Contractor will not be part of the VE team conducting the study. The VE Study will be conducted under a separate contract involving participants who are not actively involved in delivery of the project. The Contractor will assist the State as necessary to facilitate a successful VE Study. Contractor participation will include presenting the project on the first day of the VE study and attending a presentation on the last day of the VE study. The Contractor will assist the State in assembling data, other background information and exhibits as needed for the VE study, as well as responding to inquiries during the VE study. The Contractor will review VE proposals and provide technical input and evaluation on submitted proposals. The Contractor will review the draft VE Study report and provide comments to the State in a timely fashion.

Contractor will:

1. Assist in the Value Engineering Study effort and attend VE meetings as necessary
2. Meet with MnDOT District 6 staff prior to the start of the VE Study.
3. Provide data, reports, respond to inquiries and provide other background materials to the VE Study Team as necessary
4. Review VE proposals and provide technical input and evaluation
5. Review the draft VE Study report and provide comments to the State
6. Incorporate VE recommendations as directed by the State.

State will:

1. Schedule and conduct Value Engineering Study

20. ROADWAY AND BRIDGE DESIGN COORDINATION (Source type 1010)

20.1 Coordination

State will provide Bridge Office Project Manager(s) to coordinate with the Contractor's Project Manager for communication between bridge and roadway design. It is expected the Contractor will provide on-going review of the roadway and bridge design to ensure accuracy and consistency between the roadway and bridge elements. The Contractor may coordinate directly with the Bridge Office Project Manager(s) after notifying the State Project Manager. The Contractor will provide documentation of conversations with Bridge Office Project Manager(s) to the State Project Manager. The Contractor will keep a running log of conversations for review by the State Project Manager.

21. Independent Cost Estimate – Layout (30% Design)

Prepare a Contractor Style Construction Cost Estimate at the 30% plan milestone submittal. It is assumed that the US 218 N interchange will be included in this analysis. This work will include a bottoms-up style estimate based on Staff Approved Layouts, approximate 30% design, a project scope narrative, conversation with designers, and independent quantities check.

Develop quantities using On-Screen Take-Off and estimate built in HCSS Heavybid using standard MnDOT bid items. Basis of Estimate report will document approach to project and assumptions used in estimate development.

Contractor will:

1. Prepare a Contractor Style Construction Cost Estimate and Schedule Review at the 30% plan milestone submittal
2. Prepare a bottoms-up style estimate based on Staff Approved Layouts
3. Provide an independent quantities check
4. Provide the following deliverables at the 30% level of completion: Basis of Estimate, Estimate Reports, Meeting to Review Estimate.

State will:

1. Review and provide comment on Contractor Style Construction Cost Estimate

22. Contract Time Schedule - Layout (30% Design)

Prepare a Contractor Style Schedule Review at the 30% plan milestone submittal. It is assumed that the US 218 N

interchange will be included in this analysis.

Develop Critical Path Method (CPM) Contract Time Schedule, in Primavera P6, based on Staff Approved Layout and quantities/production rates from SRF developed independent cost estimate.

Contractor will:

1. Prepare a Contractor Style Schedule Review at the 30% plan milestone submittal
2. Provide the following deliverables at the 30% level of completion: Proposed staging/phasing restrictions, access requirements, proposed completion dates.

State will:

1. Review and provide comment on Contractor Style Schedule Review

23. Independent Cost Estimate - 60% Design

Prepare a Contractor Style Construction Cost Estimate at the 60% plan milestone submittal. It is assumed that the US 218 N interchange will be included in this analysis. This work will include a bottoms-up style estimate based on the 60% design, a project scope narrative, conversation with designers, and independent quantities check.

Develop quantities using On-Screen Take-Off and estimate built in HCSS Heavybid using standard MnDOT bid items. Basis of Estimate report will document approach to project and assumptions used in estimate development.

Contractor will:

1. Prepare a Contractor Style Construction Cost Estimate at the 60% plan milestone submittal
2. Prepare a bottoms-up style estimate based on Staff Approved Layouts
3. Provide an independent quantities check
4. Provide the following deliverables at the 60% level of completion: Basis of Estimate, Estimate Reports, Meeting to Review Estimate.
5. **Verify bridge estimated costs provided by MnDOT with respect to FADR and schedule requirements.**

State will:

1. Review and provide comment on Contractor Style Construction Cost Estimate

24. Contract Time Schedule - 60% Design

Prepare a Contractor Style Schedule Review at the 60% plan milestone submittal. It is assumed that the US 218 N interchange will be included in this analysis.

Develop Critical Path Method (CPM) Contract Time Schedule, in Primavera P6, based on the 60% Design and quantities/production rates from SRF developed independent cost estimate.

Contractor will:

1. Prepare a Contractor Style Schedule Review at the 60% plan milestone submittal
2. Provide the following deliverables at the 60% level of completion: Proposed staging/phasing restrictions, access requirements, proposed completion dates.

State will:

1. Review and provide comment on Contractor Style Schedule Review

25. 4th Street Extension for the City of Austin

Include the 4th Street Extension from STA 202+00 to STA 199+50 in the Plan on behalf of the City of Austin.
Preliminary drainage design for the 4th St extension.

Prepare preliminary design and cost estimate for the 4th Street extension from Hardees to and including the 13th Avenue intersection.

Final design for the 4th Street Extension from STA 202+00 to STA 199+50.

26. Approach panel design for Bridges 9183 (TH 105), 9201 (21st Street), and 50804 (14th Street).

27. PROJECT SCHEDULE

SP 5080-170 is scheduled for letting on ~~October 27~~ **December 1**, 2023. The Contractor will submit required deliverables to meet the following milestones assuming a Jan 1, 2021 Notice to Proceed:

Roadway Concepts and Design Forms...	April 30 2021
Preliminary Geometric Layout	June 25, 2021
Bridge Concepts and Hydraulic Analysis.	June 4, 2021
Final Geometric Layout for D6 Review	August, 2021
Final Preliminary Bridge Plans.....	October, 2021
Draft Environmental Document.....	June, 2022
30% Roadway Plans... ..	August, 2022
Final Environmental Document.....	August, 2022
60% Roadway Plans	January, 2023
95% (Final District Review Submittal) Roadway Plans.....	March, 2023
Plan Turn In (final plans, specifications, and estimate)	May 1, 2023
MnDOT Central Office Plan Turn In Deadline	May 30, 2023

SP 5080-181 (Replace Pedestrian Bridge #9218) is scheduled for letting on October 24th, 2025. The Contractor will submit required deliverables to meet the following milestones:

<u>Submit Final Geometric Layout for District Review.....</u>	<u>June 10, 2024</u>
<u>Prepare CATEX Amendment for Review.....</u>	<u>October 29, 2024</u>
<u>60% Approach Trail Plans.....</u>	<u>February 7th, 2025</u>
<u>95% (Final District Review Submittal) Approach Trail PS&E.....</u>	<u>July 2nd, 2025</u>

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Exhibit B2 Budget Details

MnDOT Contract No. 1036777

<u>TASK NO.</u>	<u>WORK TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOC.</u>	<u>SR. PROF.</u>	<u>PROF.</u>	<u>TECH.</u>	<u>CLER.</u>	<u>TOTALS</u>	<u>EST. FEE</u>
1.0	Project Management (Source Type 1010) Assumes NTP in Jan, 2021. Letting is assumed to be on Jan 27, 2023. Assumes all management meetings are virtual. Letting is assumed to be on October 27, 2023 Jan 27, 2023. Therefore, use 24 month project duration.									
1.1	Prepare monthly invoices and progress reports	11	0	0	0	0	0	0	11	\$2,372.29
1.2	Coordinate with State's Project Manager (weekly conference calls) until the Plan Turn-In Date. Provide the State's Project Manager with status updates on P6 schedule activities for which the Contractor is responsible.	224	0	0	0	0	0	0	224	\$48,308.40
1.3	Provide conference call notes to State's Project Manager in a timely manner.	22	0	0	0	0	0	0	22	\$4,744.58
1.4	Prepare and maintain a Work Plan and schedule of work. Provide monthly updates of percent complete, resources expended, and the next month's projected work schedule to be incorporated into the project schedule.	28	0	0	0	0	0	0	28	\$6,038.55
1.5	Schedule and attend Project Kick Off meeting and monthly Project Management Team (PMT) meetings. Prepare agenda and minutes for each meeting. (Assumes meeting every month until letting. total of 24)	136	0	0	0	0	0	0	136	\$29,330.10
1.6	Prepare agendas, schedule updates, and minutes for all progress meetings.	17	0	11	0	0	0	0	28	\$5,103.00
1.7	<i>Subcontractor Management and Oversight</i>	22	0	0	0	0	0	0	22	\$4,744.58
1.8	<i>Risk Analysis and Tracking</i>	18	0	0	0	0	0	0	18	\$3,881.93
1.9	Project Management and Oversight	1200	0	0	0	0	0	0	1200	\$258,795.00
	SUBTOTAL - TASK 1	1678	0	11	0	0	0	0	1689	\$363,318.41

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

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2.0	Public and Agency Involvement (Source Type 0054) Assumes all meetings are virtual thru June 2020. Provide light refreshments at selected public meetings. Ensure that any Contractor material provided for public online display meet ADA accessible requirements. Provide, as needed, written interpretation of materials and/or translation services for foreign language speakers in the community. (New Publica) Arrange and/or provide facilities for stakeholder meetings. Public Involvement Plan (PIP) (New Publica)									
2.1	Prepare PIP	4	0	28	0	0	0	14	46	\$5,370.30
2.2	Stakeholder Identification and Issue Tracking	4	0	20	0	0	0	0	24	\$3,474.90
2.3.1	Prepare for and attend up to seven (7) stakeholder coordination meetings (call them Public Advisory Committee meetings) with, but not limited to, the City of Austin and Mower County. Prepare a meeting summary for each meeting. (7 PAC mtgs @ 4 hrs prep + no travel thru June 2020 + 1 hr duration + 1 hr minutes = 6 hrs per mtg) (After July 1, assume 4 in person meetings)	66	0	44	0	0	0	18	128	\$21,074.18
2.3.1a	Prepare professional level video for use in public communication while restrictions are in place for public meetings	7	0	32	0	40	65	0	144	\$17,596.24
2.3.2	Prepare for and conduct up to four (4) public meetings including coordinating venues to be used and providing displays for use during meetings. Summarize and document public meeting comments in a format that meets ADA accessible standards for posting online. (New Publica assisting) (4 PIM mtgs @ 4 hrs prep + no travel + 1 hr duration + 1 hr minutes = 6 hrs per mtg.) (Assume 2 in person meetings after July 1, 2021)	30	42	56	0	0	16	0	144	\$22,362.08
2.3.3	Develop mailing list for public meetings and mail notices to selected addresses in consultation with State.	0	0	12	0	0	0	8	20	\$2,053.35
2.4	Support for ten (10) multicultural listening sessions (New Publica leading)	4	0	40	0	0	0	0	44	\$6,087.15
2.5	Visual Quality Management-Revise VQM to include revised facia panel design and update with SPUI graphics for aesthetics.	12	38	40	0	0	0	0	90	\$13,814.55
2.6	US 218 N Interchange - Update the PIP to include the work at the US 218 N interchange, the I-90 Cross-over Plans, and the extension of 4th Street to 13th Ave.	0	0	0	0	0	0	0	0	\$0.00
2.7	Prepare a 2022 INFRA Grant Application	12	152	40	0	0	24	0	228	\$34,736.85
2.8	Prepare a 2022 BRIDGE Investment Grant Application	8	34	148	0	0	16	0	206	\$28,370.25
2.9	<i>Prepare INFRA grant agreement with FHWA</i>									
2.9.1	<i>Agency Coordination</i>	10	0	47	0	0	0	0	57	\$8,295.41
2.9.2	<i>Agreement Preparation</i>	4	6	70	0	0	0	0	80	\$10,953.23
2.9.3	<i>Agreement Review Process</i>	4	0	34	0	0	0	0	38	\$5,303.48
2.10	<i>Public Engagement during Construction</i>	20	0	50	0	0	0	30	100	\$12,666.38
	SUBTOTAL - TASK 2	185	272	661	0	40	121	70	1349	\$192,158.33

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

<u>TASK NO.</u>	<u>WORK TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOC.</u>	<u>SR. PROF.</u>	<u>PROF.</u>	<u>TECH.</u>	<u>CLER.</u>	<u>TOTALS</u>	<u>EST. FEE</u>
3.0	Data Collection (Source Type 6265) Assumes single mobilization for Level-2 field investigation Assumes any private land would be responsibility of MnDOT to coordinate access permission Assumes one onsite TEP meeting Deliverables include PDF report and CAD/GIS electronic line work files Assumes MnDOT completes ENM and provides responses Assumes MnDOT to coordinate draft and final review with OES and FHWA Assumes digital files received by MnDOT comply with current MnDOT CAD Standards Any new counts and forecasts would only come if recommended by SRF and approved by MnDOT after a review of the existing data.									
3.1	Design and Land Surveys (Anderson)	0	12	6	0	0	0	0	18	\$2,679.08
	Hydraulic Surveys (Anderson)	0	0	0	0	0	0	0	0	\$0.00
	Roadway Surveys (Anderson)	0	0	0	0	0	0	0	0	\$0.00
	Right of Way Surveys (Anderson)	0	0	0	0	0	0	0	0	\$0.00
	Update Base Mapping	0	6	0	0	0	12	0	18	\$2,405.70
	GSOC (covered under Section 9)	0	0	0	0	0	0	0	0	\$0.00
3.2	Traffic Forecasts	1	0	20	0	0	0	0	21	\$2,827.91
3.2a	Obtain turning movement counts at 4 intersection on CSAH 45 and process data and supplement existing forecasts.	2	0	20	10	15	0	0	47	\$5,731.76
3.2b	Perform sensitivity analysis of the assumed growth rate within the traffic operations for the preferred concept at 4th Street	0	0	0	60	0	0	0	60	\$7,107.75
3.3	Wetland Delineations (Anderson)	0	0	0	0	0	0	0	0	\$0.00
	Level 1 Wetland Delineation	0	0	0	0	0	0	0	0	\$0.00
	Level 2 Wetland Delineation	0	0	0	0	0	0	0	0	\$0.00
	Wetland Permitting (covered in Section 8)	0	0	0	0	0	0	0	0	\$0.00
	TEP Meeting (Anderson)	0	0	0	0	0	0	0	0	\$0.00
3.4	Mapping data audit	0	4	0	4	0	0	0	8	\$1,105.65
3.5	Additional field survey to verify mapping (field work to be completed by Anderson Engineering.)	0	4	0	6	0	0	0	10	\$1,342.58
	SUBTOTAL - TASK 3	3	26	46	80	15	12	0	182	\$23,200.43

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

<u>TASK NO.</u>	<u>WORK TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOC.</u>	<u>SR. PROF.</u>	<u>PROF.</u>	<u>TECH.</u>	<u>CLER.</u>	<u>TOTALS</u>	<u>EST. FEE</u>
4.0	Municipal Consent (Source Type 1140) Assumes two council meetings, one to present layout and one to receive positive resolution, assume virtual participation and no travel. Assumes meeting will be held after July 1, 2021 and travel will be required.									
4.1	Prepare maps, layouts, resolutions and all other documents required for the Municipal Consent Process as outlined in the HPDP manual.	0	0	2	4	0	0	0	6	\$735.08
4.2	Prepare Municipal Consent package (Include cost estimate for the 4th St extension and the US 218 N interchange)	4	0	2	4	0	0	0	10	\$1,597.73
4.3	Attend city council meetings (2) to present Staff Approved Layout and seek resolution of approval. (Assumes both interchanges can be presented at the same time)	16	0	0	0	0	0	0	16	\$3,450.60
	SUBTOTAL - TASK 4	20	0	4	8	0	0	0	32	\$5,783.40
5.0	Quality Management (Source type 1010)									
5.1	Prepare and implement a project specific Design Quality Management Plan (DQMP), following the State Quality Management Process. Draft DQMP will be submitted to State for review and approval within 20 working days from Notice to Proceed.	1	0	0	0	0	0	0	1	\$215.66
5.2	Perform Discipline Coordination Reviews at 60%, 95%, and 100% submittals.	30	71	36	0	0	0	0	137	\$22,386.38
5.3	Perform quality control checking at 30%, 60%, 95%, and 100% submittals.	0	52	56	188	0	0	0	296	\$37,798.65
5.4	Assign a Quality Assurance Manager responsible for implementing the project's Quality Management Plan and monitoring its execution. (Isthmus)	0	0	0	0	0	0	0	0	\$0.00
	SUBTOTAL - TASK 5	31	123	92	188	0	0	0	434	\$60,400.69

**Exhibit B2
Budget Details**

MnDOT Contract No. 1036777

<u>TASK NO.</u>	<u>WORK TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOC.</u>	<u>SR. PROF.</u>	<u>PROF.</u>	<u>TECH.</u>	<u>CLER.</u>	<u>TOTALS</u>	<u>EST. FEE</u>
6.0	Environmental Documentation (Source type 1070) Assumes no CLOMR will be needed Assumes ESA or Regulated Waste Assessments, if needed, will be prepared by MnDOT									
6.1	Class II (CATEX) Document (Anderson) Include the US 218 N interchange, the 4th St. extension, the pedestrian bridge, and the Cross-over work into the CATEX.	0	8	32	0	0	0	0	40	\$5,443.20
6.2	Phase I & Phase II Environmental Site Assessments (ESAs), Regulated Waste Assessments	0	0	0	0	0	0	0	0	\$0.00
6.3	Conditional Letter of Map Revision (CLOMR) - time included for coordination and evaluation.	5	0	0	15	0	0	0	20	\$2,855.25
		0	0	0	0	0	0	0	0	\$0.00
	SUBTOTAL - TASK 6	5	8	32	15	0	0	0	60	\$8,298.45
7.0	Noise Analysis (Source Type 1071) assume only receptors near major work, ie bridges and interchanges, not over the entire corridor Assume 10 walls will need to be modeled and carried through the solicitation process									
7.1	Develop/Approve Receptor Sites	0	10	0	0	100	0	0	110	\$11,603.25
7.2	Noise Monitoring	0	0	0	0	100	0	0	100	\$10,023.75
7.3	Noise Impact Modeling-all alternatives	0	10	0	20	220	0	0	250	\$26,001.00
7.4	Noise Mitigation Modeling for Preferred Alternative	0	10	0	0	80	0	0	90	\$9,598.50
7.5	Draft Noise Report	0	20	0	0	100	0	0	120	\$13,182.75
7.6	Incorporate Comments & Prepare Final Noise Report	0	5	0	0	50	0	0	55	\$5,801.63
7.7	Solicit Benefited Receptors & Document Results	0	30	0	100	20	0	0	150	\$18,589.50
7.8	Eliminate the Type I noise study and solicitation process from the contract	0	-156	-400	0	0	0	0	-556	-\$76,885.20
	SUBTOTAL - TASK 7	0	-71	-400	120	670	0	0	319	\$17,915.18

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOC.	SR. PROF.	PROF.	TECH.	CLER.	TOTALS	EST. FEE
8.0	Permits (Source type 1195) (Anderson)									
8.1	Federal Permits (USACE 404) (Anderson)	0	0	0	0	0	0	0	0	\$0.00
8.2	FAA Form 7460-1 (SRF)	1	0	0	3	0	0	0	4	\$571.05
8.3	State Permits (Anderson + SRF)	1	0	0	16	0	0	0	17	\$2,111.06
8.4	Watershed District Permit and Review (SRF)	3	0	0	24	36	0	0	63	\$7,098.64
8.5	Permit work for US 218 N (most done by Anderson)	2	0	0	4	4	0	0	10	\$1,306.13
8.6	Identify a Floodplain Mitigation site and prepare mitigation plans.	5	0	4	23	0	0	0	32	\$4,325.40
	SUBTOTAL - TASK 8	12	0	4	70	40	0	0	126	\$15,412.28
9.0	Subsurface Utility Engineering and Coordination (Source type 1195) We acknowledge that MnDOT has requested 100 holes to be excavated, however, based on our past experience on projects of this size and complexity and our knowledge of the utilities in the corridor, we estimate that 25 30 holes would be appropriate. Includes SUE work (T2) and utility coordination (by Isthmus) at the US 218 N interchange Does not include design of City owner utility relocations.									
9.1	SUE work (T2)	0	0	0	0	0	0	0	0	\$0.00
9.2	Utility Coordination (Isthmus)	0	0	0	0	0	0	0	0	\$0.00
9.3	Includes UIS Sheets (by Isthmus). Also includes meetings, requesting relocation plans, coordination between designers. If there are re-imburseables, then coordinate with CO Agreements.	2	4	0	0	0	0	0	6	\$1,063.13
	SUBTOTAL - TASK 9	2	4	0	0	0	0	0	6	\$1,063.13
10.0	Preliminary Drainage Design (Source type 1140) Assumes existing drainage area map is available from the City of Austin We are assuming that HYDINFRA and State's Hydraulic Recs are available Assumes preliminary drainage will be done solely for the preferred alternative. Based on the staff approved layout for the US 218N interchange, it is assumed that no stormwater ponding will be required at this location. Incorporate the US 218 N interchange into the overall drainage design									
10.1	Review State's scoping pipe recommendations for repairs and replacement of existing pipes	2	0	0	22	0	0	0	24	\$3,037.50
10.2	Complete hydraulic analysis for proposed storm sewer, culverts, and ditches	4	0	0	39	0	0	0	43	\$5,482.69
10.3	Prepare and submit existing and proposed drainage overview maps with contours in Microstation.dgn V8i format.	2	0	0	38	0	0	0	40	\$4,932.90
10.4	Incorporate proposed drainage into construction limits map completed as part of Task 11.7.	2	0	0	8	0	0	0	10	\$1,379.03
10.5	Prepare Drainage Design Report	4	0	0	32	0	0	0	36	\$4,653.45
10.6	Preliminary drainage design for the 4th St extension	2	0	0	50	0	0	0	52	\$6,354.45
10.7	Preliminary drainage design for the Cross over plan	2	0	0	50	0	0	0	52	\$6,354.45

**Exhibit B2
Budget Details**

MnDOT Contract No. 1036777

<u>TASK NO.</u>	<u>WORK TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOC.</u>	<u>SR. PROF.</u>	<u>PROF.</u>	<u>TECH.</u>	<u>CLER.</u>	<u>TOTALS</u>	<u>EST. FEE</u>
	SUBTOTAL - TASK 10	18	0	0	239	0	0	0	257	\$32,194.46

**Exhibit B2
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MnDOT Contract No. 1036777

<u>TASK NO.</u>	<u>WORK TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOC.</u>	<u>SR. PROF.</u>	<u>PROF.</u>	<u>TECH.</u>	<u>CLER.</u>	<u>TOTALS</u>	<u>EST. FEE</u>
11.0	Geotechnical Engineering (Source Type 1182) Assumes MnDOT will perform soil borings and provided MDR and FADR recommendations.									
11.1	Provide supplementary soil borings (up to 25) for areas that are not covered by State furnished soil borings, or where subsurface formations are highly variable and require better definition. (Braun)	0	0	0	0	0	0	0	0	\$0.00
11.2	Provide supplemental geotechnical design recommendations as necessary to supplement or complete temporary or permanent design features. (Braun)	0	0	0	0	0	0	0	0	\$0.00
11.3	Locate and stake supplementary borings locations in the field. (Anderson does the staking)	0	0	0	0	0	0	0	0	\$0.00
11.4	Clear utilities using the Gopher State One Call system. (Braun)	0	0	0	0	0	0	0	0	\$0.00
11.5	Provide traffic control where necessary. (Braun)	0	0	0	0	0	0	0	0	\$0.00
11.6	Submit supplementary boring location work map for State review and concurrence (Braun)	0	0	0	0	0	0	0	0	\$0.00
11.7	If required, perform auger borings on proposed roadway alignment. All cores or borings through existing pavement must be backfilled and patched with the same material. (Braun)	0	0	0	0	0	0	0	0	\$0.00
11.8	Produce field logs for each boring. (Braun)	0	0	0	0	0	0	0	0	\$0.00
11.9	Produce an electronic boring log file for each boring. (Braun)	0	0	0	0	0	0	0	0	\$0.00
	SUBTOTAL - TASK 11	0	0	0	0	0	0	0	0	\$0.00
12.0	Preliminary Roadways Design (Source type 1140) Assumes one preliminary layout submittal and one final layout submittal prior to signatures-Assumes the tight diamond configuration Assumes following the requirements of the District 6 Construction Limits Completion Form Process.docx, dated 7-30-18 for documenting anticipated construction limits. Assumes that the scoping process for the above document has been completed by MnDOT and that SRF will be responsible for the Preliminary Design and Final Design portions of the document. Assumes MnDOT will provide a staff approved layout for the US 218N interchange and all associated base files and design documentation, including an approved Design Memo. Based on the staff approved layout for the US 218N interchange, it is assumed that no stormwater ponding will be required at this location.									
12.1	Concept Evaluation and Development	10	8	8	90	0	0	0	116	\$15,126.75
12.1a	Construction Staging Evaluation	0	14	20	40	40	40	0	154	\$18,431.55
12.2	Design Criteria Evaluation	2	4	0	0	0	0	0	6	\$1,063.13
12.3	Preliminary Geometric Layout	6	10	30	80	0	80	0	206	\$25,988.85
12.4	Preliminary Cost Estimate	2	2	2	10	0	0	0	16	\$2,193.08
12.5	Design Memorandum	0	2	4	8	0	0	0	14	\$1,786.05
12.6	Final Geometric Layout	2	8	10	30	0	40	0	90	\$11,414.93
12.7	Construction Limits Map	4	4	4	8	0	4	0	24	\$3,450.60
12.7a	Preliminary Construction Limits (PCL) process requirements	0	4	10	20	40	4	0	78	\$8,802.68
12.7.b	Final Construction Limits (FCL) process requirements	0	8	20	40	80	8	0	156	\$17,605.35

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

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12.8a	Based on the public engagement process, input from the City, and coordination with MnDOT Central Office Geometrics Office, prepare a Final Geometric Layout for the Single Point Urban Interchange (SPUI) option for the 4th Street interchange.	10	100	0	200	0	50	0	360	\$47,719.13
12.8b	Evaluate the need for a second north bound through lane for the SPUI option at the 4th Street interchange.	2	10	0	0	0	0	0	12	\$2,010.83
12.8c	Utilize the WB-67 design vehicle for the 4th Street interchange design, except where right of way impacts are generated. In that case, utilize the WB-62 design vehicle at the 4th Street interchange.	0	5	0	5	0	0	0	10	\$1,382.06
12.8d	Provide for up to two additional layout reviews by MnDOT Central Office Geometrics Unit	0	10	0	10	0	0	0	20	\$2,764.13
12.8e	Evaluate the need to widen the I-90 shoulders across the proposed Cedar River Bridges to eliminate the need for bridge scuppers.	2	20	0	25	0	0	0	47	\$6,551.89
12.8f	Evaluate the need to reconstruct the existing retaining wall along the existing south west ramp at the 4th Street interchange.	2	5	0	0	0	0	0	7	\$1,221.08
12.9	Evaluate the feasibility of living and structural snow fence west of the TH 105 interchange.	2	5	0	0	0	0	0	7	\$1,221.08
12.1	Evaluate the feasibility of reconstructing the existing pedestrian bridge which crosses the Cedar River.	5	0	0	0	0	0	0	5	\$1,078.31
12.11a	Evaluate improving the skew at the TH 105 interchange ramp terminal intersections.	15	2	0	0	0	0	0	17	\$3,550.84
12.11b	Evaluate options to address slope instability for the south ramps at the US 1218 S interchange.	5	2	17	0	0	0	0	24	\$3,614.63
12.11c	Evaluate walkway design options at the US 218 S interchange to meet ADA requirements.	10	5	28	0	0	0	0	43	\$6,603.53
12.12	Prepare preliminary design and cost estimate for the 4th Street extension from Hardees to and including the 13th Avenue intersection.	25	10	28	170	0	0	0	233	\$30,766.84
12.13	Prepare preliminary design for the median crossovers needed the MOT plan.	20	10	0	0	0	80	0	110	\$15,612.75
12.14	Revise miscellaneous design elements of the TH 218 North Interchange. Revisions included revising limits on north and south, profile ties, and shoulder transitions. and muck excavation.	0	0	6	110	0	0	0	116	\$13,814.55
SUBTOTAL - TASK 12		124	248	187	846	160	306	0	1871	\$243,774.56

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

<u>TASK NO.</u>	<u>WORK TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOC.</u>	<u>SR. PROF.</u>	<u>PROF.</u>	<u>TECH.</u>	<u>CLER.</u>	<u>TOTALS</u>	<u>EST. FEE</u>
13.0	Interstate Access Request (IAR) (Source type 1140) Assumes tight diamond configuration at 4th Street Assumes a HCM analysis only and that this analysis will show no impact to mainline operations. Assumes an email submittal of HCM analysis without the need to prepare a traffic memo. Assumes all clearances from FHWA have been received for the US 218N interchange.									
13.1	Prepare Interstate Access Request	8	0	-4	0	32	0	0	36	\$4,410.45
13.2	Update traffic analysis	8	0	16	0	32	0	0	56	\$7,022.70
13.3	Prepare comprehensive traffic memo incorporating all project locations and previous traffic reports and studies. Normalize design year projections.	0	0	0	0	0	0	0	0	\$0.00
13.4	Prepare HCS analysis for the US 218 N interchange for FHWA concurrence.	0	0	20	0	0	0	0	20	\$2,612.25
	SUBTOTAL - TASK 13	16	0	32	0	64	0	0	112	\$14,045.40
14.0	Detail Roadways Design (Source type 1250) Assumes the tight diamond configuration Assumes MnDOT will provide design files and *.gpk files for current concept layout. Assumes 3D modeling will be sufficient to produce grading "surfaces" suitable for Contractor use as machine control. Assumes preparing for and attending three Constructability Reviews with Contractors pre bid (one person) Finish grade, grading grade, and bottom of subcut surfaces. ADA Ped ramps will not be modelled. Final plans for the US 218N interchange will be included into the overall plan set. Based on the staff approved layout for the US 218N interchange, it is assumed that no stormwater ponding will be required at this location. 4th Street Extension from STA 202+00 to STA 199+50 will be included in the Plan Assumes MnDOT will provide MDR for Xover plan Prepare a separate plan set for the cross over and shoulder work in 2023									
14.1	30% Plans	4	38	96	325	330	200	0	993	\$115,282.24
14.1.1	Revise Typical Sections and Plan Format.	0	12	0	0	0	33	0	45	\$5,904.90
14.1.2	Revise Cross Section format	0	9	0	24	0	0	0	33	\$4,264.65
14.2	60% Plans	4	38	96	325	330	200	0	993	\$115,282.24
14.2.1	Analyze and Evaluate options for Surcharge placement and its affect on adjacent walls and the related traffic control strategies for I-90.	14	41	0	35	0	0	0	90	\$13,641.41
14.2.2	Analyze and Evaluate options for Pier Removal and the related traffic control strategies for I-90.	6	32	0	0	4	0	0	42	\$6,749.33

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOC.	SR. PROF.	PROF.	TECH.	CLER.	TOTALS	EST. FEE
14.2.3	Analyze and evaluate a Single Point Interchange Perpendicular Crossing. Prepare qualitative evaluation and quantitative modeling to be included in a technical analysis for the feasibility of adding a pedestrian crossing within the 4th Street interchange.	8	10	0	0	33	0	0	51	\$6,612.64
14.2.4	Analyze and evaluate design options to provide a traffic barrier for the NE ramp at 4th Street to separate traffic from the adjacent trail.	6	30	0	50	0	15	0	101	\$13,778.10
14.2.5	Incorporate additional funding sources into tabulations and SEQ. Meet with MnDOT Central Office to confirm funding sources and eligibility.	2	16	0	0	23	0	0	41	\$5,263.99
14.2.6	Provide one additional submittal to the MnDOT ADA office, make necessary revisions and conduct one additional comment resolution meeting.	2	19	0	0	100	0	0	121	\$13,456.13
14.3	95% Construction Plans (Complete submittal)	4	38	96	325	330	200	0	993	\$115,282.24
14.3a	Draft Machine Control Surfaces	0	0	40	94	310	0	0	444	\$47,433.60
14.3b	Green Sheets plan preparation	1	3	0	0	2	4	0	10	\$1,375.99
14.4	100% Plans	4	38	96	325	330	160	0	953	\$110,422.24
14.4a	Final Machine Control Surfaces	0	0	40	94	310	0	0	444	\$47,433.60
14.4b	Constructability Review Meetings	2	0	20	0	0	0	0	22	\$3,043.58
14.4c	Coordinate Concrete to Remain forms with MnDOT Bridge.	20	29	0	0	0	0	0	49	\$8,893.80
14.5	Contractor Constructability Reviews	0	12	22	32	0	0	0	66	\$8,559.68
14.6	Contractor Style Estimating	12	35	20	96	0	0	0	163	\$22,100.85
14.7	4th Street Extension from STA 202+00 to STA 199+50	50	63	79	107	205	95	0	599	\$75,819.04
14.8a	Prepare a separate plan set for the cross over and shoulder work in 2023. Identify and evaluate options for median drainage at Crossover #3 including limits of median barrier removal and replaced in the final proposed condition.	30	60	90	300	130	120	0	730	\$90,851.63
14.8b	Prepare special provisions for Xover plan set	0	20	40	20	0	0	0	80	\$10,752.75
14.9a	Additive for final design of the 4th St SPUI	0	100	0	300	0	200	0	600	\$75,633.75
14.9b	Design line and grade for the retaining wall along the cemetery	0	10	0	25	0	10	0	45	\$5,756.06
14.9c	Add perpendicular pedestrian crossing to the 4th St interchange.	10	70	0	22	30	0	0	132	\$18,826.43
14.10	Prepare approach panel designs for Bridges at TH 105, US 218N, US 218S,	5	30	0	180	0	0	0	215	\$27,140.06
14.11	Prepare construction plans for the replacement of the pedestrian bridge over the Cedar River (MnDOT Bridge will prepare the bridge design). This line item is for Project Management-design and plan prep are shown in 14.11.4.	10	120	0	0	0	0	0	130	\$21,110.63
14.11.1	Hydraulic Modeling	20	0	0	80	0	0	0	100	\$13,790.25
14.11.2	Revise CATX (work done by Anderson)	5	15	0	0	0	0	0	20	\$3,447.56
14.11.3	Permitting	0	20	0	30	0	0	0	50	\$6,712.88
14.11.4	Plans and Provisions and Estimate	0	200	0	400	800	0	0	1400	\$159,165.00
14.12	Bidding and Construction Design Support	0	0	0	300	0	0	0	300	\$35,538.75
SUBTOTAL - TASK 14		219	1108	735	3489	3267	1237	0	10055	\$1,209,325.95

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

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15.0	Preliminary Bridge Engineering and Design (Source type GEOM) No FEMA permitting required. No-Rise condition achievable No site visits required MnDNR State Water Trail requirements can be met Meetings are via conference calls. Hydraulic model from 2017 LOMR can be use as base model. Will need to add the upstream pedestrian bridge for Corrected Effective condition Model will need to be extended upstream using LIDAR and previous model that extends further upstream MnDOT providesHydraulic Modeling We are assuming that MnDOT will be doing bridge final design Assumes the Bridge Office is doing preliminary and final design for the US 218 N interchange bridge.									
15.1	Aesthetics	0	0	0	0	0	0	0	0	\$0.00
15.2	Bridge Surveys	0	0	0	0	0	0	0	0	\$0.00
15.3	Bridge Concept Development	50	40	0	300	0	140	0	530	\$69,649.88
15.4	Bridge Hydraulics									
15.41	Task management and conference calls, and QA/QC	6	0	0	6	0	0	0	12	\$2,004.75
15.42	Review existing modeling and create corrected effective.	4	0	0	8	16	0	0	28	\$3,414.15
15.43	Alternative analysis.	4	0	0	6	12	0	0	22	\$2,776.28
15.44	Coordinate with DNR, State Aid Hydraulics, WD regarding permitting and obtain written concurrence from both indicating they have reviewed and concur with modeling results. Assume telephone conference call will be adequate to complete these discussions.	6	0	0	6	6	0	0	18	\$2,606.18
15.45	Finalize preferred option model. Reconcile data in different models to develop approved model.	21	0	0	184	8	0	0	213	\$27,127.91
15.46	Perform floodway analysis.	1	0	0	4	8	0	0	13	\$1,491.41
15.47	Scour computations and Revetment Design. Coordinate with State Aid	1	0	0	4	6	0	0	11	\$1,290.94
15.48	Revetment plans	0	0	0	1	4	0	0	5	\$519.41
15.49	Develop Hydraulic Report and Risk Assessment for submittal and County record	1	0	0	2	4	0	0	7	\$853.54
15.50	No-Rise documentation for Floodplain Administrator records	1	0	0	1	1	0	0	3	\$434.36

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

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15.51	Coordination and permitting of temporary of staging conditions. Coordination includes SRF, MnDNR area hydrauligist, MnDOT Structures, USACE and DNR/MnDOT Liason (Peter Leete). - Conditions will be reflected in a permit acquired with design. SRF will complete the permit coordination application. County will acquire the permit. Permit will be conveyed and completed by the contractor upon approved shop plans and hydraulic modeling modeling reiewed by permitting agencies. - Requirements of the construction methods/guidelines will be detailed in the roadway plans and special provisions, Division S, and bidge plans. - Hydraulic modeling of varying flood protection of construction methods	8	0	0	16	24	0	0	48	\$6,026.40
15.52	EA / Environmental Coordination	0	16	0	0	25	0	0	41	\$5,033.14
15.53	Based on guidance from MnDNR, add cross section to HEC-RAS model at the ped bridge and extend further upstream	0	0	0	40	0	0	0	40	\$4,738.50
15.54	Coordinate with DNR and provide for additional review time	5	0	0	0	0	0	0	5	\$1,078.31
15.5	Foundations	0	0	0	0	0	0	0	0	\$0.00
15.6	Aesthetic Design Review	0	0	0	0	0	0	0	0	\$0.00
15.6.1	Evaluate options to resurface existing retaining wall along the SW ramp of the 4th St interchange. Provide a recommendation to MnDOT. Incorporate recommended option into the final plans and specifications.	0	5	0	0	7	0	0	12	\$1,491.41
15.6.2	Evaluate option to replace decorative fencing along cemetery property. Incorporate recommended option in the final plans and specifications.	0	24	0	0	24	0	0	48	\$6,196.50
15.7	30% Preliminary Bridge Plan	20	50	0	160	0	110	0	340	\$44,529.75
15.8	Final Preliminary Bridge Plan	33	60	0	380	0	180	0	653	\$83,479.61
15.9	Preliminary and Final design of retaining walls	30	300	0	0	0	300	0	630	\$90,304.88
15.10	Revise preliminary bridges plans for Bridge #s 50812 & 50813 to account for the shift in pier location recommended by MnDOT Bridge. This also includes updating hydraulic modeling to account for the pier shifts.	40	60	0	60	0	60	0	220	\$32,501.25
SUBTOTAL - TASK 15		231	555	0	1178	145	790	0	2899	\$387,548.55

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

<u>TASK NO.</u>	<u>WORK TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOC.</u>	<u>SR. PROF.</u>	<u>PROF.</u>	<u>TECH.</u>	<u>CLER.</u>	<u>TOTALS</u>	<u>EST. FEE</u>
16.0	<p>Intersection Control Evaluation, Signal Design, Signing Design, Lighting Design</p> <p>Assumes the tight diamond configuration</p> <p>Lighting plan sheets at 100' scale</p> <p>Site visit to verify existing systems</p> <p>Lighting at 3 interchanges: Oakland, 4th St & 21st St</p> <p>Oakland - termini lighting units impacted salvage/reinstall, will require new wiring to reconnect lighting on the ramps and to/from service cabinet</p> <p>4th St - New interchange, salvage/reinstall on ramps, new lighting at ramp termini (coordinated with signal mast arm mounted luminaires), underpass lighting</p> <p>21st St - New ramp alignment salvage/reinstall special airport lighting, new and/or salvaged lighting at termini</p> <p>No lighting analysis for lighting at the 3 interchanges, replace "in-kind" with similar offset and spacing</p> <p>Lighting analysis and associated preliminary cost estimate for city street lighting north/south on 4th St, for design outlined on page 7 of the Project VOM for Primary Structures.</p> <p>Reuse existing service cabinets and SOP</p> <p>As-built plans available</p> <p>No construction administration</p> <p>Assumes no ICE reports needed for US 218 N interchange.</p>									

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOC.	SR. PROF.	PROF.	TECH.	CLER.	TOTALS	EST. FEE
16.1	Intersection Control Evaluation (ICE) (Source type 1808) (Isthmus)	0	5	10	0	20	0	0	35	\$4,100.63
16.2	Signal Design	7	5	0	76	80	0	0	168	\$19,321.54
16.2a	Add perpendicular pedestrian crossing to the 4th St interchange.	20	0	60	0	80	0	0	160	\$20,169.00
16.3	Signing Design	0	10	0	40	80	0	0	130	\$14,337.00
16.3a	Prepare final plans for OH sign on WB I-90 east of 21st Street	10	0	60	0	50	70	0	190	\$23,510.25
16.3b	Design temporary OH signs for traffic control	10	10	0	110	0	0	0	130	\$16,767.00
16.4	Marking Design	0	10	0	40	80	0	0	130	\$14,337.00
16.5a	Lighting analysis and preliminary estimate, per VQM, for 4th St city lighting. Design scope to be determined following analysis.	0	8	0	0	120	0	0	128	\$13,292.10
16.5b	Site visit	0	0	0	0	8	0	0	8	\$801.90
16.5c	Preliminary 60% plans, details and engineers cost estimate									
	Oakland	0	6	0	0	46	0	0	52	\$5,558.63
	US 218 N									
	4th St	0	12	0	0	92	0	0	104	\$11,117.25
	21st St	0	12	0	0	84	0	0	96	\$10,315.35
16.5d	Review client comments of 60% plans. Make corrections and complete 90% plan & details development, develop preliminary specifications & updated estimate									
	Oakland	0	5	0	0	29	0	0	34	\$3,696.64
	US 218 N									
	4th St	0	7	0	0	49	0	0	56	\$6,017.29
	21st St	0	6	0	0	44	0	0	50	\$5,358.15
16.5e	Review client comments of 90% plans. Make corrections and complete final plan/spec/estimate									
	Oakland	0	1	0	0	9	0	0	10	\$1,060.09
	US 218 N									
	4th St	0	40	0	0	120	0	0	160	\$18,346.50
	21st St	0	1	0	0	12	0	0	13	\$1,360.80
16.5f	Separate City owned lighting circuit from MnDOT owned circuit and replace outdated cabinets	10	80	0	0	0	230	0	320	\$42,737.63
SUBTOTAL - TASK 16		57	218	130	266	1003	300	0	1974	\$232,204.73
17.0	Maintenance of Traffic (MOT) (Source type 1808) (Isthmus + SRF)									
17.1	Review Scoping MOT Study	0	4	19	15	0	0	0	38	\$4,890.38
17.2	Traffic Management Plan (TMP) - develop TMP for SPUI design at 4th St and include the US 218 N interchange	10	39	39	0	0	70	0	158	\$21,915.56
17.3	Meetings (4 additional Constructability/MOT meetings with MnDOT staff). Provide for 6 additional Constructability meetings in addition to those from the Original Contract and Amendment 1.	100	100	50	0	0	0	0	250	\$43,891.88

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

<u>TASK NO.</u>	<u>WORK TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOC.</u>	<u>SR. PROF.</u>	<u>PROF.</u>	<u>TECH.</u>	<u>CLER.</u>	<u>TOTALS</u>	<u>EST. FEE</u>
17.4	Conduct up to three six meetings with construction contractors to gain input regarding constructability and construction durations.	8	15	15	0	0	0	0	38	\$6,053.74
17.5	Conduct an ADA assessment of pedestrian detour routes.	0	10	0	0	0	0	0	10	\$1,579.50
17.6	Provide for pedestrian detours during bridge closures	20	0	10	10	10	0	0	50	\$7,806.38
17.7	Adjust 4th Street Bridge demo traffic control to meeting City and County needs.	30	80	0	180	80	0	0	370	\$48,448.13
SUBTOTAL - TASK 17		168	248	133	205	90	70	0	914	\$134,585.55

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

<u>TASK NO.</u>	<u>WORK TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOC.</u>	<u>SR. PROF.</u>	<u>PROF.</u>	<u>TECH.</u>	<u>CLER.</u>	<u>TOTALS</u>	<u>EST. FEE</u>
18.0	Right of Way Services (1210 and 1240)									
	Tasks as described in the RFP									
	For the work specified below, it is assumed that 22 parcels will need to be processed at the 4th St. interchange, 6 parcels at the 21st interchange, and 8 parcels at the TH 105 interchange, 4 parcels at the US 218N interchange and 3 parcels at the 13th Avenue intersection and 2 parcels at the ped underpass approaches for a total 43 45 parcels									
	All other assumptions are contained in the RFP documentation									
	Provide a PE for two meetings, 4 hrs long each plus 1 hr prep time per meeting if needed for Eminent Domain hearing. Assumes the hearing will be a virtual meeting.									
18.1	Pre- Acquisition (Source Type 1210)	0	0	0	36	0	0	0	36	\$4,264.65
	Field Title	0	0	0	0	29	0	0	29	\$2,906.89
	Right of Way Work Map	0	7	0	0	174	92	0	273	\$29,724.98
	Parcel Sketches	0	0	0	0	128	0	0	128	\$12,830.40
	Final Plats	0	20	0	0	128	92	0	240	\$27,167.40
	Prepare Right of Way Package (Authorization Map)	0	0	0	18	0	0	0	18	\$2,132.33
	Electronic File Submission	0	0	0	18	0	0	0	18	\$2,132.33
	Appraisals (Coordination only- appraisals by sub)	0	14	0	0	0	0	0	14	\$2,211.30
18.2	Right of Way Acquisition (Source Type 1240)	0	0	0	0	0	0	0	0	\$0.00
	Direct Purchase	19	65	0	37	252	0	0	373	\$44,007.30
	Design Changes	0	19	0	0	0	0	0	19	\$3,001.05
	Eminent Domain	0	13	0	0	0	0	0	13	\$2,053.35
	SUBTOTAL - TASK 18	19	138	0	109	711	184	0	1161	\$132,431.96

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

<u>TASK NO.</u>	<u>WORK TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOC.</u>	<u>SR. PROF.</u>	<u>PROF.</u>	<u>TECH.</u>	<u>CLER.</u>	<u>TOTALS</u>	<u>EST. FEE</u>
19.0	Value Engineering Study Participation (Source type 1140)									
	Assumes VE Study will be a virtual meeting									
	Assumes one meeting with D6 staff prior to VE Study to coordinate presentation materials									
19.1	Assist State in assembling data or exhibits	2	0	0	0	0	6	0	8	\$1,160.33
19.2	Present on the first day of the VE Study	8	8	0	0	0	0	0	16	\$2,988.90
19.2a	Preparatory meeting with D6 staff prior to VE Study	2	2	0	0	0	0	0	4	\$747.23
19.3	Attend on the last day of the VE Study	8	8	0	0	0	0	0	16	\$2,988.90
	SUBTOTAL - TASK 19	20	18	0	0	0	6	0	44	\$7,885.35
20.0	Roadway and Bridge Design Coordination									
20.1	On-going Roadway and Bridge design coordination	0	87	0	0	0	0	0	87	\$13,741.65
	SUBTOTAL - TASK 20	0	87	0	0	0	0	0	87	\$13,741.65
	The deliverable is in section 14 of the Scope Document									
21.0	Independent Cost Estimate - Layout (30% Design)									
	Bottoms-up style estimate based on Staff Approved Layout, approximate 30% design, project scope narrative, conversation with designers, independent quantities, crews and production rates developed by SRF Project Controls staff									
	Quantities developed using On-Screen Take-Off and estimate built in HCSS									
	Heavybid using standard MnDOT bid items, Basis of Estimate report will document approach to project and assumptions used in estimate development									
	Deliverables: Basis of Estimate, Estimate Reports, Meeting to Review Estimate									
21.1	Project understanding/review documents	0	12	0	0	24	0	0	36	\$4,301.10
21.2	Build estimate structure in HCSS	0	0	0	0	24	0	0	24	\$2,405.70
21.3	Develop quantities in On-Screen Take-off (OST)	0	0	0	0	36	0	0	36	\$3,608.55
21.4	Enter quantities into HCSS	0	0	0	0	12	0	0	12	\$1,202.85
21.5	Develop crews and production rates in HCSS	0	0	0	0	24	0	0	24	\$2,405.70
21.6	Write Basis of Estimate report	0	6	0	0	12	0	0	18	\$2,150.55
21.7	Quality Review of estimate	0	12	0	0	6	0	0	18	\$2,496.83
21.8	Resolve quality review comments	0	0	0	0	6	0	0	6	\$601.43
21.9	Final estimate package and deliver	0	0	0	0	6	0	0	6	\$601.43
21.10	Meeting/call with MnDOT to review/discuss estimate deliverable	0	6	0	0	6	0	0	12	\$1,549.13
	SUBTOTAL - TASK 21	0	36	0	0	156	0	0	192	\$21,323.25

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

<u>TASK NO.</u>	<u>WORK TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOC.</u>	<u>SR. PROF.</u>	<u>PROF.</u>	<u>TECH.</u>	<u>CLER.</u>	<u>TOTALS</u>	<u>EST. FEE</u>
22.0	Contract Time Schedule - Layout (30% Design)									
	Develop Critical Path Method (CPM) Contract Time Schedule, in Primavera P6, based on Staff Approved Layout and quantities/production rates from SRF developed independent cost estimate Deliverables: Proposed staging/phasing restrictions, access requirements, proposed completion dates									
22.1	Develop Work Breakdown Structure (WBS)	0	3	0	0	12	0	0	15	\$1,676.70
22.2	Develop construction activities, durations	0	3	0	0	24	0	0	27	\$2,879.55
22.3	Develop activity relationships (logic ties) in P6	0	6	0	0	24	0	0	30	\$3,353.40
22.4	Perform constructability review including equipment sizing	0	12	0	0	24	0	0	36	\$4,301.10
22.5	Write schedule narrative	0	3	0	0	6	0	0	9	\$1,075.28
22.6	Quality review of schedule	0	6	0	0	3	0	0	9	\$1,248.41
22.7	Resolve quality review comments	0	0	0	0	6	0	0	6	\$601.43
22.8	Package and deliver schedule deliverable	0	3	0	0	3	0	0	6	\$774.56
	SUBTOTAL - TASK 22	0	36	0	0	102	0	0	138	\$15,910.43
23.0	Independent Cost Estimate - 60% Design									
	Bottoms-up style estimate based on 60% design plans and specifications, conversation with designers, independent quantities, crews and production rates developed by SRF Project Controls Deliverables: 60% Design Submittal									
23.1	Project understanding/review documents	0	12	0	0	0	0	0	12	\$1,895.40
23.2	Build estimate structure in HCSS	0	0	0	0	24	0	0	24	\$2,405.70
23.3	Develop quantities in On-Screen Take-off (OST)	0	0	0	0	48	0	0	48	\$4,811.40
23.4	Enter quantities into HCSS	0	0	0	0	12	0	0	12	\$1,202.85
23.5	Develop crews and production rates in HCSS	0	0	0	0	24	0	0	24	\$2,405.70
23.6	Write Basis of Estimate report	0	6	0	0	12	0	0	18	\$2,150.55
23.7	Quality Review of estimate	0	12	0	0	6	0	0	18	\$2,496.83
23.8	Resolve quality review comments	0	0	0	0	6	0	0	6	\$601.43
23.9	Final estimate package and deliver	0	0	0	0	6	0	0	6	\$601.43
23.10	Meeting/call with MnDOT to review/discuss estimate deliverable	0	6	0	0	6	0	0	12	\$1,549.13
	SUBTOTAL - TASK 23	0	36	0	0	144	0	0	180	\$20,120.40

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

<u>TASK NO.</u>	<u>WORK TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOC.</u>	<u>SR. PROF.</u>	<u>PROF.</u>	<u>TECH.</u>	<u>CLER.</u>	<u>TOTALS</u>	<u>EST. FEE</u>
24.0	Contract Time Schedule - 60% Design Develop Critical Path Method (CPM) Contract Time Schedule, in Primavera P6, based on 60% design plans and specifications and quantities/production rates from SRF developed independent cost estimate Deliverables: Maintenance of Access requirements, planned interim and final completion dates									
24.1	Develop Work Breakdown Structure (WBS)	0	3	0	0	12	0	0	15	\$1,676.70
24.2	Develop construction activities, durations	0	0	0	0	30	0	0	30	\$3,007.13
24.3	Develop activity relationships (logic ties) in P6	0	3	0	0	24	0	0	27	\$2,879.55
24.4	Perform constructability review including equipment sizing	0	12	0	0	24	0	0	36	\$4,301.10
24.5	Write schedule narrative	0	3	0	0	6	0	0	9	\$1,075.28
24.6	Quality review of schedule	0	12	0	0	3	0	0	15	\$2,196.11
24.7	Resolve quality review comments	0	0	0	0	6	0	0	6	\$601.43
24.8	Package and deliver schedule deliverable	0	3	0	0	3	0	0	6	\$774.56
24.9	Analyze bridge cost estimates with respect to FADR and schedule requirements	11	40	0	130	0	0	0	181	\$24,090.41
	SUBTOTAL - TASK 24	11	76	0	130	108	0	0	325	\$40,602.26
		1119	1286	537	2415	1991	1862	8	9218	

MnDOT Contract No. 103677721 of 24

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

<u>TASK NO.</u>	<u>WORK TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOC.</u>	<u>SR. PROF.</u>	<u>PROF.</u>	<u>TECH.</u>	<u>CLER.</u>	<u>TOTALS</u>	<u>EST. FEE</u>
ESTIMATE OF DIRECT NON-SALARY EXPENSES:										
	MILEAGE: (Allowable IRS rate for business)	Personal Vehicles			3800	Miles @	\$0.560	Per Mile		\$2,128.00
		Meals (lunches)			20	Each	\$11	Each		\$220.00
	REPRODUCTION:	Reports (draft and final)			0	Each	\$15	Each		\$0.00
		11x17 Plan Copies			0	Each	\$0.10	Each		\$0.00
	PRINTING:	Color Copies (11 x 17)			0	Each	\$0.20	Per Sheet		\$0.00
		Color Copies (8.5 x 11)			0		\$0.20	Per Sheet		\$0.00
	COMMUNICATION:	Mailings/Deliveries/Postage (including fliers, newsletters and maps)			4	Each	\$50			\$200.00
	Meetings:	Refreshments (cookies and bottled water for public meetings)			15	Each	\$25	Each		\$375.00
		Facility rental			0	Each	\$100	Each		\$0.00
		Professional voice over for PIP video								\$100.00
									SRF Sub-Total =	<u>\$3,023.00</u>

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

<u>TASK NO.</u>	<u>WORK TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOC.</u>	<u>SR. PROF.</u>	<u>PROF.</u>	<u>TECH.</u>	<u>CLER.</u>	<u>TOTALS</u>	<u>EST. FEE</u>
SUBCONTRACTORS:		TASK								
New Publica		2.0								\$55,580
New Publica (Community Connectors/Liaisons (TBD))-transferred to SRF contract)		2.0					Assumes 420 hours at \$35/ hr			\$0
DKJ Appraisal		18.0								\$50,625
Braun		11.0								\$64,806
Anderson (wetland delineations)		3.0								\$21,594
Anderson (supp surveys)		3.0								\$73,235
Anderson		6.0								\$49,080
Anderson		8.0								\$39,520
T2		9.0								\$220,246
Isthmus		5.0								\$50,280
Isthmus		9.0								\$144,416
Isthmus		10.0								\$14,865
Isthmus		12.0								\$140,180
Isthmus		14.0								\$195,801
Isthmus		16.0								\$0
Isthmus		17.0								\$0
ESTIMATED DIRECT NON-SALARY EXPENSES										\$1,123,250.50

Exhibit B2 Budget Details

MnDOT Contract No. 1036777

<u>TASK NO.</u>	<u>WORK TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOC.</u>	<u>SR. PROF.</u>	<u>PROF.</u>	<u>TECH.</u>	<u>CLER.</u>	<u>TOTALS</u>	<u>EST. FEE</u>
COST PER TASK										
1.0	Project Management (Source Type 1010)	\$ 361,882	\$ -	\$ 1,437	\$ -	\$ -	\$ -	\$ -	\$	363,318
2.0	Public and Agency Involvement (Source Type 0054)	\$ 39,898	\$ 42,962	\$ 86,335	\$ -	\$ 4,010	\$ 14,702	\$ 4,253	\$	192,158
3.0	Data Collection (Source Type 6265)	\$ 647	\$ 4,107	\$ 6,008	\$ 9,477	\$ 1,504	\$ 1,458	\$ -	\$	23,200
4.0	Municipal Consent (Source Type 1140)	\$ 4,313	\$ -	\$ 522	\$ 948	\$ -	\$ -	\$ -	\$	5,783
5.0	Quality Management (Source type 1010)	\$ 6,686	\$ 19,428	\$ 12,016	\$ 22,271	\$ -	\$ -	\$ -	\$	60,401
6.0	Environmental Dcoumentation (Source type 1070)	\$ 1,078	\$ 1,264	\$ 4,180	\$ 1,777	\$ -	\$ -	\$ -	\$	8,298
7.0	Noise Analysis (Source Type 1071)	\$ -	\$ (11,214)	\$ (52,245)	\$ 14,216	\$ 67,159	\$ -	\$ -	\$	17,915
8.0	Permits (Source type 1195)	\$ 2,588	\$ -	\$ 522	\$ 8,292	\$ 4,010	\$ -	\$ -	\$	15,412
9.0	Subsurface Utility Engineering and Coordination (Source type 1195)	\$ 431	\$ 632	\$ -	\$ -	\$ -	\$ -	\$ -	\$	1,063
10.0	Preliminary Drainage Design (Source type 1140)	\$ 3,882	\$ -	\$ -	\$ 28,313	\$ -	\$ -	\$ -	\$	32,194
11.0	Geotechnical Engineering (Source Type 1182)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
12.0	Preliminary Roadways Design (Source type 1140)	\$ 26,742	\$ 39,172	\$ 24,425	\$ 100,219	\$ 16,038	\$ 37,179	\$ -	\$	243,775
13.0	Interstate Access Request (IAR) (Source type 1140)	\$ 3,451	\$ -	\$ 4,180	\$ -	\$ 6,415	\$ -	\$ -	\$	14,045
14.0	Detail Roadways Design (Source type 1250)	\$ 47,230	\$ 175,009	\$ 96,000	\$ 413,316	\$ 327,476	\$ 150,296	\$ -	\$	1,209,326
15.0	Preliminary Bridge Engineering and Design (Source type GEOM)	\$ 49,818	\$ 87,662	\$ -	\$ 139,549	\$ 14,534	\$ 95,985	\$ -	\$	387,549
16.0	Intersection Control Evaluation, Signal Design, Signing Design, Lighting Design	\$ 12,293	\$ 34,433	\$ 16,980	\$ 31,511	\$ 100,538	\$ 36,450	\$ -	\$	232,205
17.0	Maintenance of Traffic (MOT) (Source type 1808)	\$ 36,231	\$ 39,172	\$ 17,371	\$ 24,285	\$ 9,021	\$ 8,505	\$ -	\$	134,586
18.0	Right of Way Services (1210 and 1240)	\$ 4,098	\$ 21,797	\$ -	\$ 12,912	\$ 71,269	\$ 22,356	\$ -	\$	132,432
19.0	Value Engineering Study Participation (Source type 1140)	\$ 4,313	\$ 2,843	\$ -	\$ -	\$ -	\$ 729	\$ -	\$	7,885
20.0	Roadway and Bridge Design Coordination	\$ -	\$ 13,742	\$ -	\$ -	\$ -	\$ -	\$ -	\$	13,742
ESTIMATED DIRECT NON-SALARY EXPENSES										\$1,123,250.50
TOTAL ESTIMATED FEE		\$ 607,953	\$ 500,070	\$ 217,731	\$ 822,485	\$ 673,095	\$ 367,659	\$ 4,253	\$4,316,495.28	

MINNESOTA DEPARTMENT OF TRANSPORTATION
2021-2023 Commissioner's Plan Reimbursement Rates for Travel Expenses*

Subject	Conditions/Mileage	Rate
Personal Car	(1)	Federal IRS reimbursement rate
Commercial Aircraft	(2)	Actual cost
Personal Aircraft	(1)	Federal IRS reimbursement rate
Rental Car	(2)	Actual cost
Taxi	(3)	Actual cost
Subject	Meals	Rate
Breakfast	(1) (5) (7)	\$10.00
Lunch	(1) (5) (7)	\$13.00
Dinner	(1) (5) (7)	\$19.00
Subject	Lodging	Rate
Motel, Hotel, etc.	(2) (4) (6)	Actual cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00 each week
Telephone, Personal	(1)	As of July 1, 2022, no reimbursement of costs

Travel Status

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day or away from home overnight.
- In travel status after 7 p.m. for supper expense that day or is away from home overnight.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

Restrictions

1. A maximum rate shown or a lesser rate per actual reimbursement to an employee.
2. Include receipt or copy of receipt when invoicing. (Coach class for aircraft, Standard card size, and standard room.)
 - a. Lodging costs should be reasonable and consistent with facilities available.
3. Include receipt or copy of receipt when more than \$10.00.
4. Reasonable for area of stay.
5. The gratuity is included in the maximum cost.
6. To be in Travel Status and at a commercial lodging.
7. Meal reimbursements for high-cost localities as identified by the IRS, the maximum reimbursement will be Breakfast \$12.00, Lunch \$15.00, and Dinner \$23.00.

*The above expense rates are based on the 2021-2023 Commissioner's Plan contract and are subject to change with subsequent contract updates.

INVOICE NO. _____

Estimated Completion: ____% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1036777

Billing Period: From _____ to _____

Contract Expiration Date: February 15, 2026

Invoice Date: _____

SP Number: 1036777 TH Number: I-90

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$1,026,819.00			
2. Overhead Costs: Rate = 170% (Direct Labor*Overhead Rate)	\$1,745,591.80			
3. Fixed Fee (Profit) Costs: Rate = 12.5% (Fixed Fee = \$ * Percent Complete)	\$346,550.98			
4. Direct Expense Costs: (Attach Supporting Documentation)	\$3,023.00			
5. Subcontractor Costs:				
New Publica	\$55,580.50			
DKJ Appraisal	\$50,625.00			
Braun Intertec	\$64,806.00			
Anderson Engineering	\$183,429.00			
T2 Utility Engineers	220,246.00			
Isthmus Engineering	\$545,541.00			
Net Earning Totals:	\$4,242,212.28			
Total Amount due this invoice:				\$
<i>*If your billing period includes costs to and after June 30, provide a "Billed This Invoice" split of cost through June 30, and costs after.</i>				

Contractor: Complete this table when submitting an invoice for payment

Source Type (from Exhibit A)	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Total			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: SRF Consulting Group, Inc.

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

INVOICE NO. _____

Estimated Completion: ____% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

Original To: Austin City
500 Fourth Avenue NE
Austin, MN 55912

Attention: City's Authorized Representative

MnDOT Contract Number: 1036777

Billing Period: From _____ to _____

Contract Expiration Date: February 15, 2026

Invoice Date: _____

SP Number: 1036777 TH Number: I-90

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$24,455.00			
2. Overhead Costs: Rate = 170% (Direct Labor*Overhead Rate)	\$41,574.00			
3. Fixed Fee (Profit) Costs: Rate = 12.5% (Fixed Fee = \$ * Percent Complete)	\$8,254.00			
4. Direct Expense Costs: (Attach Supporting Documentation)	None			
5. Subcontractor Costs:	None			
Net Earning Totals:	\$74,283.00			
Total Amount due this invoice:				\$
<i>*If your billing period includes costs to and after June 30, provide a "Billed This Invoice" split of cost through June 30, and costs after.</i>				

Contractor: Complete this table when submitting an invoice for payment

Source Type (from Exhibit A)	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Total			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: SRF Consulting Group, Inc.

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

For Invoice No.: _____

Progress Report Instructions:

1. Contractor must complete the progress report form, in its entirety.
2. Contractor must sign the progress report.
3. Contractor must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or invoice form for further details).

(Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.)

MnDOT Contract No. 1036777

Billing Period: from _____ to _____

Contract Expiration Date: February 15, 2026

From: SRF Consulting Group Inc.

SP Number: 5080-170 TH Number: I-90

Task	% of Total Contract	ENGINEERING ESTIMATE				Hours Budget	Hours Accrued This Period	Total Hours Accrued To Date	*% of Budget Hours Used
		% Work Completed This Period	% Work Completed To Date	Weight % Completed This Period	Weight % Work Completed to Date				
1	2	3	4	5	6	7	8	9	10
Project Management	6.9					1,689			
Public & Agency Involve	5.5					1,349			
Data Collection	0.7					182			
Municipal Consent	0.1					32			
Quality Management	1.8					434			
Environmental Doc	0.2					60			
Noise Analysis	1.3					319			
Permits	0.5					126			
SUE Services	0.1					6			
Prelim Drainage Dgn	1.1					257			
Prelim Roadways Dgn	7.7					1,871			
Interstate Access	0.5					112			
Detail Roadways Dgn	41.2					10,055			
Preliminary Bridge Eng	11.9					2,899			
ICE Reports & Traffic Eng	8.0					1,974			
MOT	3.7					914			
Right of Way Services	4.8					1,161			
Value Eng Study	0.2					44			
Road and Bridge Dgn	0.4					87			
Cost Estimate - 30%	0.8					192			
Contract Time - 30%	0.6					138			
Cost Estimate - 60%	0.7					180			
Contract Time - 60%	1.3					325			
TOTALS:	100					24,406			

**Note: If Budgeted Hours Used for any task exceeds 100%, Contractor must attach an explanation to the invoice package.*

I certify that the above statement is correct, and certify that I have not knowingly made a false statement or used a false record in the preparation of this form:

Contractor's Project Manager

Date

RESOLUTION NO.

**AUTHORIZING AMENDMENT TO MnDOT AGREEMENT No. 1036777
PRELIMINARY AND DETAIL DESIGN FOR BRIDGES AND APPROACH ROADWAYS
ALONG I-90 IN AUSTIN, MN**

WHEREAS, that the City of Austin entered into MnDOT agreement No. 1036777 with the State of Minnesota, Department of Transportation for preliminary and detail design for bridges and approach roadways along I-90 in Austin, Minnesota.

WHEREAS, the parties desire to modify the contract with SRF Consulting Group at no cost to the City of Austin.

IT IS RESOLVED, that the Mayor and the City Recorder are authorized to executed the Amendment to contract 1036777.

Passed by a vote of yeas and nays this 4th day of December, 2023.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

MEMORANDUM

DATE: November 29, 2023
TO: Mayor and City Council
FROM: Craig M. Byram, City Attorney
RE: Accepting Title to "Park" in Cresthaven 4th
OUR FILE: 23.0000

Mayor and Members of the City Council:

In 1991, Luverne and Virginia Kehret platted what is now known as Cresthaven 4th Addition to the City of Austin. In that plat, an area along the west bank of Turtle Creek was platted as "Park" which means that area was designated for public park or recreational purposes. Said land has never been developed as a formal park, no trails have ever been built there, but it remains dedicated for public use.

I have attached a copy of the plat as well as a GIS map showing this "park" and its location.

Luverne Kehret passed away recently and Virginia Kehret has endeavored to simplify her estate. For various reasons, her attention was drawn to this "dedicated" park land.

When land is dedicated as "Park" on a plat, it must be used by the City for Park or Recreational purposes. This may include simply maintaining it as wilderness and publicly controlled creek bank. Or it may include developing it further so long as any such efforts to develop are consistent with either park or recreational purposes to be enjoyed by the public.

If the City ever wants to either develop the land for purposes other than park or recreational purposes, or to otherwise lift the restriction that the land be used only for such park or recreational purposes, the ownership and control of the formerly dedicated land reverts to the title holders at the time of the plat or the heirs of such title holders. In this case, that would mean that this land would revert to Virginia Kehret as the surviving spouse.

Virginia Kehret has offered to transfer title to the City of this land by Quit Claim Deed at no cost to the City. By doing so, she will have effectively given up her right to have this land revert to her or her heirs if the City ever chose to use the property for some use other than a park or recreational use. The City would own title and could use this land, develop this land, or dispose of this land, in any fashion it felt served the best interests of the City. It would no longer be "dedicated" as a park, but would be presently owned by the City and used as an undeveloped creek bank.

In other contexts, we have considered disposition of parkland that was no longer serving its intended purpose. In those instances, we have benefitted from owning title rather than relying on a plat dedication. So, it is always better to own title as it is never clear what the best use of property is in the distant future.

On this basis, our office recommends accepting ownership of this land from Virginia Kehret.

CRESTHAVEN FOURTH ADDITION

IN THE NE1/4 SECTION 5-T102N-R18W AND
THE NW1/4 SECTION 4-T102N-R18W

CITY OF AUSTIN COUNTY OF MOWER STATE OF MINNESOTA

BASIS OF BEARING SYSTEM
ALL BEARINGS ARE BASED UPON THE BEARING OF THE
EAST LINE OF THE NE1/4 SECTION 5-T102N-R18W,
WHICH IS ASSUMED TO BE SOUTH 00° 42' 57" EAST.

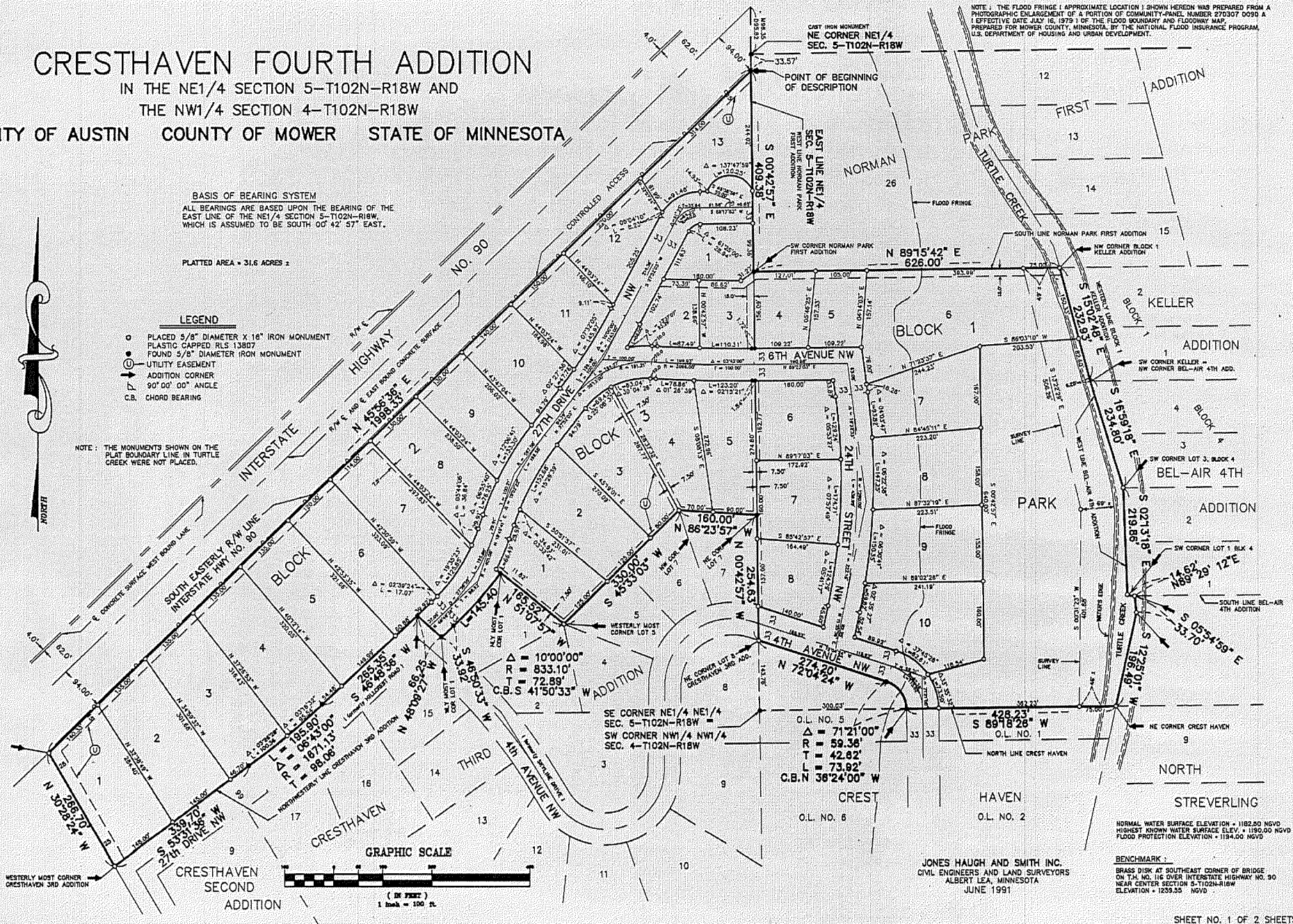
PLATTED AREA = 31.6 ACRES ±

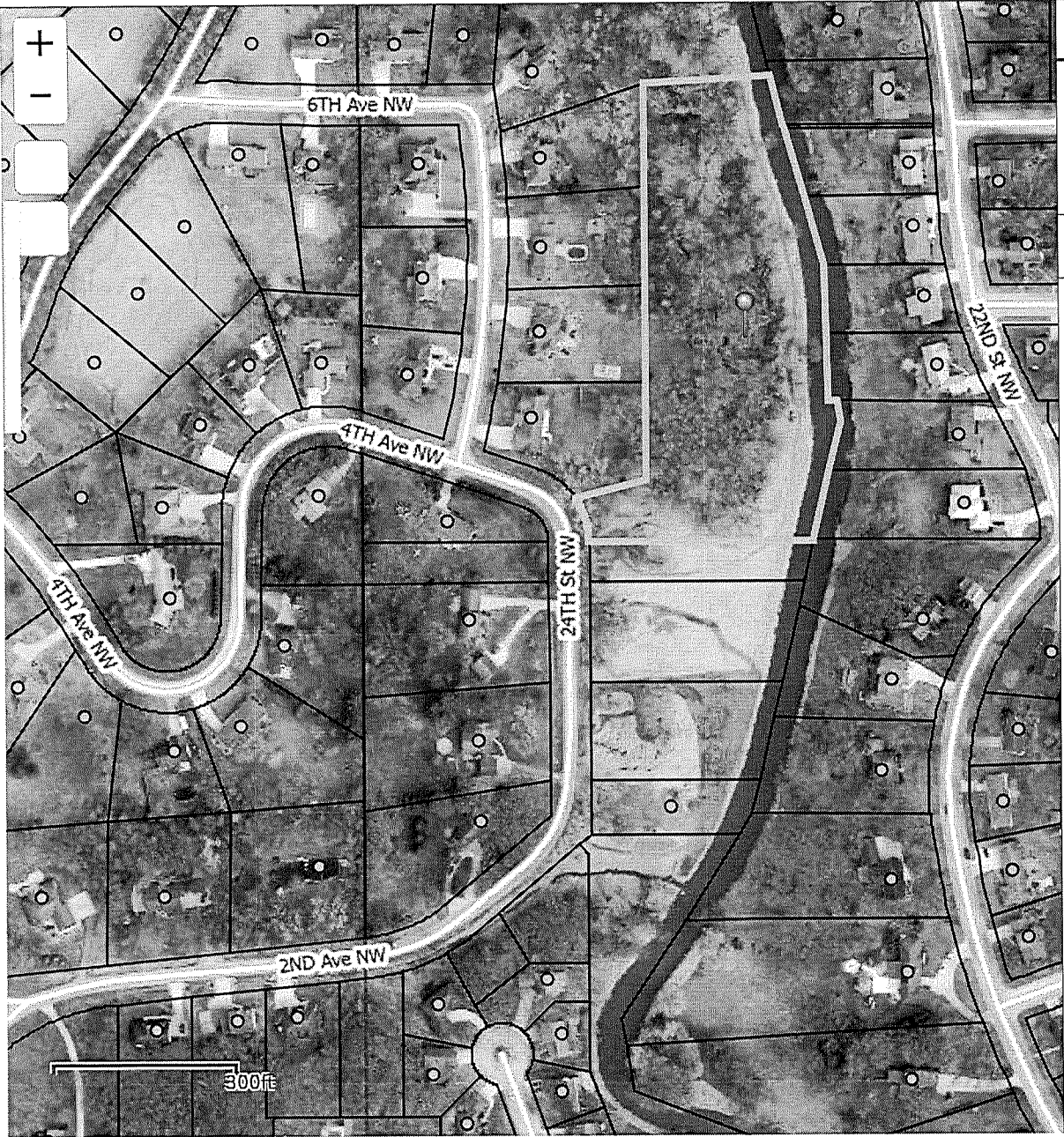
LEGEND

- PLACED 5/8" DIAMETER X 16" IRON MONUMENT
- PLASTIC CAPPED R.L.S. 13807
- FOUND 5/8" DIAMETER IRON MONUMENT
- ⊙ UTILITY EASEMENT
- ➔ ADDITION CORNER
- 90° 00' 00" ANGLE
- C.B. CHORD BEARING

NOTE: THE MONUMENTS SHOWN ON THE
PLAN BOUNDARY LINE IN TURTLE
CREEK WERE NOT PLACED.

NOTE: THE FLOOD FRINGE (APPROXIMATE LOCATION) SHOWN HEREON WAS PREPARED FROM A
PHOTOGRAPHIC ENLARGEMENT OF A PORTION OF COMMUNITY-PANEL NUMBER 270307 0090 A
(EFFECTIVE DATE JULY 16, 1978) OF THE FLOOD BOUNDARY AND FLOODING MAP,
PREPARED FOR MOWER COUNTY, MINNESOTA, BY THE NATIONAL FLOOD INSURANCE PROGRAM,
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.





Locate Property

Search for an address or locate on map

▼

Parcel ID, Name, Address

Q

Tax Parcels

34.174.0105 - KEHRET LAVERNE E & VIRGINIA

Property Detail

Parcel ID/PIN: 34.174.0105
Physical Addr: ,
GIS Acres: 4.88
Deeded Acres: 4.10
Property Class: EXEMPT

Current Owner:
KEHRET LAVERNE E & VIRGINIA
2103 18TH AVE NW
AUSTIN MN 55912
Ownership Type: OWNER

Tax Legal:
SubdivisionName CRESTHAVEN 4TH ADD
SubdivisionCd 34174 DESIGNATED PARK
AREA EAST OF LOTS 7 THRU 10 & W OF
CREEK

Tax Statements

Property Ca

RESOLUTION NO.

**RESOLUTION ACCEPTING A DONATION OF
REAL PROPERTY TO THE CITY**

WHEREAS, Virginia Kehret is the owner of certain real property located in Cresthaven 4th Addition as shown in attached exhibit; and

WHEREAS, said addition was platted in 1991 and a portion of the property along the west bank of Turtle Creek was designated for public park or recreational purposes; and

WHEREAS, Virginia Kehret desires to donate the property to the City of Austin by quitclaim deed at no cost to the City; and

WHEREAS, the City Council has desires to accept the donation of said real property from its owner.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Austin, Minnesota, that the donation of the aforescribed real property to the City of Austin, Minnesota is hereby accepted and approved.

Passed by a vote of Yeas and Nays this 4th day of December, 2023.

Yeas

Nays

ATTEST:

APPROVED:

City Recorder

Mayor

City of Austin
500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773



Steven J. Lang, P.E.
City Engr./Public Works Dir.
507-437-9949
Fax 507-437-7101
slang@ci.austin.mn.us

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: November 29, 2023
Subject: Bench Agreement

The City of Austin has a bench rental agreement with United States Bench Corporation for benches with advertising to be located within the public right-of-way. The following are conditions of the agreement:

- 1) Rate is \$50/bench/year (15 bench location)
- 2) Agreement for 2024-25
- 3) Bench location
- 4) Insurance certificate

This agreement will produce \$1,500 of revenue over the 2-year agreement.

If you have any questions, please feel free to contact me.

<u>Year</u>	<u>Rate per Bench</u>
2010-2023	\$36.00
2024-2025	\$50.00
2026-2027	\$60.00 (proposed future rate)



RESOLUTION NO.

**RESOLUTION AUTHORIZING EXECUTION OF
UNITED STATES BENCH CORPORATION RENTAL AGREEMENT**

BE IT RESOLVED that the City of Austin enter into a bench rental agreement with the United States Bench Corporation for years 2024-2025 for 15 benches with advertising located in the public right-of-way at the rate of \$50.00 per bench, per year.

Passed by a vote of Yeas and Nays this 4th day of December, 2023.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

City of Austin
500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773



Steven J. Lang, P.E.
City Engr./Public Works Dir.
507-437-9949
Fax 507-437-7101
slang@ci.austin.mn.us

Memorandum

To: Mayor & Council
From: Steven J. Lang, P.E.
Date: November 29, 2023
Subject: Airport Fuel System
Design Proposal

The City has identified in the 5-year CIP replacement of the fueling system at the Austin Municipal Airport. The existing system consists of two 10,000-gallon underground fuel tanks with dispensers that are more than 30-years old.

The proposed project would involve removal of the existing fueling system and installation of new above ground tanks, new dispensers, and automated card reader system. The State has indicated that they have funds available to assist with funding 70% of a \$600,000 project. The city would need to fund the remaining 30%.

The first step in the process is to complete project plans and specifications meeting FAA guidelines. We have received a proposal for engineering services to the 2024 fuel farm upgrades from SEH in the amount of \$82,400 to complete the following:

- 1) Project Formulation
- 2) Project Design
- 3) Quality Control Review
- 4) Construction Bidding Documents
- 5) Project Management & Coordination
- 6) Subconsultant Work
 - a. Geotechnical Engineering
 - b. Electrical Engineering
 - c. Mechanical Engineering
- 7) Project Timeline
 - a. December 2023 – February 2024, Plan Development
 - b. March 2024, Bid Opening, Contract Award, Grant Submittal
 - c. June – October 2024, Construction

Throughout the design process the overall project budget will be a monitored. We will continue to look for additional state funding and/or look to scale back the project to fit the available grant dollars. I would recommend extending a consultant services contract to SEH for the design of the 2024 AUM Fuel System Upgrades project. If you have any questions, feel free to contact me.

Agreement for Professional Services

This Agreement is effective as of December 4, 2023, between City of Austin (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2024 AUM Fuel System Upgrades**

Client's Authorized Representative: Steven Lang
Address: 500 Fourth Ave NE, Austin, Minnesota, 55912, United States
Telephone: 507-437-9949 **email:** slang@ci.austin.mn.us

Project Manager: Chelsea Kuchta
Address: 3535 Vadnais Center Drive, St. Paul, Minnesota 55110
Telephone: 248.941.6755 **email:** ckuchta@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

A detailed project scope and description of scope services to be provided by Consultant are described in detail in Attachment A.

Schedule: We will start work upon receipt of a signed copy of this Agreement. Anticipated submittal dates are included in Attachment A.

Payment: The lump sum fee is \$82,400 including expenses and equipment. See Attachment B for a more detailed description of estimated fees and expenses.

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

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

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

Short Elliott Hendrickson Inc.

City of Austin

By: Bob Cohrs
 Full Name: Bob Cohrs
 Title: Principal

By: _____
 Full Name: _____
 Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Austin (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated December 4, 2023

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

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

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

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

C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

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

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

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

ATTACHMENT A

PROPOSAL FOR ENGINEERING SERVICES 2024 FUEL FARM UPGRADES AUSTIN MUNICIPAL AIRPORT AUSTIN, MINNESOTA

Project Scope:

This project consists of constructing a new fuel farm at the Austin Municipal Airport. The existing fuel farm is at the end of its useful life. The new fuel farm is proposed to be two 10,000 gallon above ground tanks, one for Jet A fuel and the other for 100 LL. The project will also include the installation of a concrete pad, site grading, a new card reader, electrical components, and an assessment of existing emergency stops and alarm systems.

Scope of Services:

Services to be provided include project formulation, project design, quality control review, preparation of construction bidding documents, and project management. Deliverables will include final plans and specifications for a potential 2024 construction project. (Construction administration services are not included in this scope.)

This scope of work includes:

1. Project Formulation

- 1.1. *Scoping, Review and Project Coordination:* Coordinate with the Client to develop the appropriate scope of work. Work includes task definition and establishment of project goals and objectives. The scoping will include review and coordination with MnDOT, and other regulatory agencies. The scope will be updated as needed based on input received.
- 1.2. *Stakeholder Engagement:* Attend two meetings, during the design process, with project stakeholders to review fuel farm layout and plan.
- 1.3. *Project Formulation:* Complete the project scoping and grant application, cost breakdowns, and eligibility determination.
- 1.4. *Environmental Considerations:* Prepare and submit the required categorical exclusion checklist and letter to the FAA for approval.

2. Project Design:

- 2.1. *Topographic Survey:* SEH will complete a topographic survey at the new fuel farm location. Survey will include all pavement (including edges), grades, drainage structures, existing utilities, existing lighting, and any other necessary features. Task includes survey evaluation.
- 2.2. *Geotechnical Evaluation/Borings:* Geotechnical borings will be drilled in the location of the proposed construction area. SEH will provide escorting and oversight during the drilling. The boring logs and narrative report will be used to develop the pavement design and typical section for the fuel farm concrete pad.
- 2.3. *Construction Safety Plan / Airspace Analysis:* Prepare a construction safety and phasing plan. SEH will submit to the FAA for review. This plan and analysis are required to be completed to proceed with construction.
- 2.4. *Detailed Design:* Detailed design includes site preparation, civil site work, fuel farm placement, tank design, mechanical design, and electrical design. The civil site and pavement design will be based on, survey information, soil boring/geotechnical report data and surface drainage analysis. SEH will design the pavement to support the weight of the tanks; consideration will also be given to fuel delivery trucks and aircraft traffic, if required.
- 2.5. *Final Construction Plan Sheets:* Preparation of construction drawings consisting of approximately the following plan sheets.
 - Title Sheet
 - Construction Safety and Phasing Plan
 - Statement of Estimated Quantities
 - Erosion Control Plan and Details
 - Demolition Plan
 - Civil Site Grading Plan
 - Jointing Plan

- Concrete Details
- Fueling System Layout
- Fueling System Details
- Fueling System Process and Instrumentation
- Fueling System Sign and Bollard Details
- Electrical Plan
- Electrical Details

3. Quality Control Review:

- 3.1. *Quantity Calculations and Engineer's Estimate:* This task includes the calculation of the final quantities for use in the bid package. A final engineer's estimate using these quantities is also included.
- 3.2. *Quality Control Review:* Quality control review of the project drawings and specifications as well as quantity determination and engineer's estimate. This task includes the time required to perform the review, internal meetings, and coordination with the Owner, MnDOT, and other regulatory agencies and utilities, as needed.

4. Construction Bidding Documents:

- 4.1. *Construction Bidding Documents:* Prepare a bid proposal project manual consisting of a table of contents, advertisement for bids, proposal documents, bid form, state requirements, wage rates, technical specifications, and special provisions.
- 4.2. *Bidding Services:* SEH will assist the owner with obtaining construction bids for proposed construction. SEH will prepare the Advertisement of Bids, distribute bid documents to contractors, and respond to questions from contractors throughout the bidding process and if needed, will clarify questions with an addendum.
- 4.3. *Bid Opening:* Coordinate advertisement and opening of the contractor bids virtually.
- 4.4. *Bid Review and Recommendation:* After bids are opened, the engineer will review for completed bids, develop a bid tab for bid comparison, and make a contractor recommendation to the Owner to move toward award of the bid.

5. Project Management:

- 5.1. *Overall Project Management:* Overall administration of the project, including internal and external meetings, review of design data and deliverables, coordination of plan and specification review with the Owner, MnDOT Office of Aeronautics, and other regulatory agencies as required.
- 5.2. *Subconsultant Coordination:* SEH will coordinate with subconsultants including contract and fee development, escorting any field work, and final payment and closeout.

Subconsultants performing work under this proposal include the following:

1. *Braun Intertec* – All geotechnical engineering associated with the project will be performed by Braun Intertec.
2. *Barr Engineering* – All electrical engineering associated with the project will be performed by Barr Engineering.
3. *Endpoint Solutions* – All mechanical engineering components related to the fuel tanks for the project will be performed by Endpoint Solutions.

Projected Submittal Dates:

The anticipated submittal dates are:

December 2023	Consideration of Design Proposal
February 2024	Design Work Completed
February 2024	Advertisement for Bids
March 2024	Bid Opening
March 2024	Contract Award Recommendation
March 2024	Grant Application Submittal
June-October 2024	Construction (Tentative Timeline)

ESTIMATED FEES AND EXPENSES
ATTACHMENT B
2024 Fuel Farm Upgrades
Austin Municipal Airport

Task No.	Task Description	Senior Manager	Project Manager	Project Engineer	Environmental Scientist	Survey Crew Chief	Senior Technician	Administrative Assistant
Project Formulation								
1.1	Scoping, Review and Project Coordination	2	6	2				
1.2	Stakeholder Engagement		4	4				
1.3	Project Formulation		6	8			8	
1.4	Environmental Considerations		1		4			
Project Design								
2.1	Topographic Survey			2		4	2	
2.2	Geotechnical Evaluation/Borings			4				
2.3	Construction Safety Plan / Airspace Analysis		1	4			4	
2.4	Detailed Design		10	20				
2.5	Final Construction Plan Sheets		8	15			32	
Quality Control Review								
3.1	Quantity Calculations and Engineer's		4	6			4	
3.2	Quality Control Reviews	8	6					
Construction Bidding Documents								
4.1	Construction Bidding Documents	2	16	6				4
4.2	Bidding Services	2	2					
4.3	Bid Opening	2						2
4.4	Bid Review and Recommendation	1	1					1
Project Management								
5.1	Project Management	2	28					
5.2	Subconsultant Coordination	2	28					
	Total hours per labor category	21	121	71	4	4	50	7

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Senior Manager	21	\$64.50	\$1,354.50
Project Manager	121	\$49.93	\$6,041.53
Project Engineer	71	\$36.20	\$2,570.20
Environmental Scientist	4	\$50.05	\$200.20
Survey Crew Chief	4	\$48.03	\$192.12
Senior Technician	50	\$45.99	\$2,299.50
Administrative Assistant	7	\$33.91	\$237.37

Total Direct Labor Costs:	278	\$12,895.42
Salary, General and Administrative Overhead		\$24,243.39
Total Labor Costs		\$37,138.81
Fee (15%)		\$5,570.82

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Equipment Usage	278	\$5.80	\$1,612.40
Travel - Mileage	1,010	\$0.65	\$656.50
Survey Equipment / Vehicle	4	\$45.00	\$180.00
Reproductions / Miscellaneous	1	\$400.00	\$400.00
Fuel System Engineering (Endpoint Solutions)	1	\$23,462.00	\$23,462.00
Electrical Engineering (Barr Engineering)	1	\$7,000.00	\$7,000.00
Geotechnical Investigation (Braun Intertec)	1	\$6,390.00	\$6,390.00

Total Expenses	\$39,700.90
Total (Labor Costs + Fee + Expenses)	\$82,410.53
SUMMARY:	
Estimated Total	\$82,400.00



Braun Intertec Corporation
2120 Howard Drive West, Suite B
North Mankato, MN 56003

Phone: 507.594-3000
Fax: 507.345.5042
Web: braunintertec.com

October 27, 2023

Proposal QTB186837

Chelsea Kuchta, PE
SEH, Inc.
3535 Vadnais Center Drive
Saint Paul, MN 55110

Re: Proposal for a Geotechnical Evaluation
Proposed Fuel Farm
Austin Municipal Airport
710 21st Street Northeast
Austin, Minnesota

Dear Ms. Kuchta:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed fuel farm at the referenced site.

Project Information

Per our correspondence with you, we understand the proposed project will include the construction of a new fuel farm east of the existing fuel farm. Design details about the sizes and planned foundations of the fuel tanks were not available at the time of our proposal. We have assumed that the fuel tanks will be no larger than 20,000 gallons and will be supported on either shallow spread foundations or mat slabs.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and construction of the fuel tank foundations.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs and your description, it appears that the site is accessible to a truck drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including debris or obstruction removal, grading of navigable paths, or snow plowing.

SEH, Inc.
Proposal QTB186837
October 27, 2023
Page 2

We assume SEH will stake prospective subsurface exploration locations and obtain surface elevations at those locations. Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As requested, we will drill three standard penetration test borings for the proposed fuel farm, extending them to depth of 14 1/2-feet. Standard penetration tests performed at 2 1/2-foot vertical intervals to the termination of the borings.

If the borings encounter groundwater during or immediately after drilling each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we currently do not anticipate having to seal any of the borehole locations.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades. We are not assuming responsibility for re-leveling after we complete our fieldwork.

Sample Review and Laboratory Testing

Recovered samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted to perform three moisture content tests, a mechanical analysis (through a #200 sieve only), and an Atterberg Limits test.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to design and performance.

Report

We will prepare a report including:

- A sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure subgrades, including excavation support, and the selection, placement and compaction of excavation backfill and structural fill.
- Recommendations for the design of the fuel tank foundations.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 8 weeks following receipt of written authorization.
- Field exploration – 1 day on site to complete the work
- Classification and laboratory testing – within 2 weeks after completion of field exploration
- Preliminary results – within 1 week after completion of field exploration
- Final report submittal – within 4 weeks after completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

SEH, Inc.
Proposal QTB186837
October 27, 2023
Page 4

Fees

We will furnish the services described in this proposal for a lump sum fee of \$6,390. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs. Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

SEH, Inc.
Proposal QTB186837
October 27, 2023
Page 5

We will provide our services under the terms of the Master Subcontract Agreement dated July 2, 2008.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Colin Anderson at 320.305.0628 (coanderson@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE
Project Engineer



Philip E. Bailey, PE
Business Unit Leader, Senior Engineer

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



2024 Fuel Tanks Project

Austin Municipal Airport
Austin, Minnesota

Figure 1

Soil Boring
10/2023; AUSTN



Point Table						
Point #	Northing	Easting	Latitude	Longitude	Elevation	Raw Description
1	164315.2756	768042.8812	N43° 40' 18.99"	W92° 56' 13.12"	1227	BORING LOCATION
2	164305.4301	768029.9903	N43° 40' 18.89"	W92° 56' 13.30"	1226	BORING LOCATION
3	164297.7256	768038.6386	N43° 40' 18.81"	W92° 56' 13.18"	1227	BORING LOCATION



November 13, 2023

Ms. Chelsea Kuchta, PE
SHORT, ELLIOTT, HENDRICKSON, INC.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

**RE: AUSTIN, MN AIRPORT – FUELING STATION PROJECT
PROPOSAL FOR ELECTRICAL ENGINEERING SERVICES**

Dear Chelsea:

Thank you for contacting us regarding electrical engineering services for design of the Austin, MN Municipal Airport Fueling Station project, to install a new fueling station at the airport. We are providing this letter to outline our understanding of the project, our proposed scope of services, and our proposed fees for the design and bid phase of the project.

PROJECT DESCRIPTION

We understand from phone conversations with you and scoping meeting of November 7, 2023, that Austin Municipal Airport will undertake a project to replace their existing aviation fueling systems for both Jet A and 100LL. As part of the project electrical systems to power the new pumps, hose reels, area lighting, monitoring, and point-of-sale (POS) systems will be required.

Based on this understanding Barr will work with you to develop final plans and specifications to be issued for bidding.

This proposal is intended to outline our scope of service pertaining to design and bid phase activities. However, we are not including construction phase services in this proposal, which may be provided in a separate, future proposal.

SCOPE OF SERVICES

In support of your efforts, Barr proposes to provide the following subconsultant services to Short, Elliott, Hendrickson (SEH):

1. Provide a pre-design site visit to observe existing conditions and collect information related to the electrical design. Travel is anticipated to be by automobile.
2. Provide electrical design and circuiting redlines for SEH to incorporate on the AutoCAD drawing of the airfield plan, as has been our usual method on similar past projects.
3. Provide electrical design redlines for detail sheets for SEH to incorporate in their AutoCAD drawings, as has been our usual method on similar past projects.
4. We anticipate that the power source that feeds existing fueling systems, anticipated to originate in the nearby electrical vault, may be used to feed the new replacement system.
5. Provide technical specifications for the electrical work.
6. Provide an estimated construction cost for the electrical systems if so requested.
7. Bid-phase assistance including addressing questions which may arise from bidders and addenda items as necessary.
8. As mentioned above construction phase services are not included in the scope of this proposal.

PROPOSED FEE

Barr Engineering proposes to provide the outlined scope of services to SEH on an hourly basis to an anticipated maximum of \$7,000.

Services are billed monthly according to the work complete. Reimbursables such as automobile mileage are included in the total above.

Thank you for the opportunity to present this proposal. We look forward to working with you on this project.

Sincerely,

BARR ENGINEERING CO.



Mark E. Ziemer, P.E.

Senior Electrical Engineer

Endpoint Solutions

6871 South Lovers Lane
Franklin, WI 53132
Telephone: (414) 427-1200
Fax: (414) 427-1259
www.endpointcorporation.com

Ms. Chelsea Kuchta, P.E.
Airport Engineer
Short Elliot Hendrickson, Inc.
3535 Vadnais Center Dr.
St. Paul, MN 55110-5196

November 21, 2023

Subject: Proposal for Professional Services
Austin Municipal Airport –Aviation Fueling System Design
710 21st St NE, Austin, MN 55912

Dear Ms. Kuchta:

Endpoint Solutions Corp. (Endpoint) appreciates the opportunity to submit this proposal to Short Elliot Hendrickson, Inc. (SEH) for Aviation Fueling System Design Services for Austin Municipal Airport, in Austin, MN. This proposal is being submitted pursuant to our prior discussions and includes our understanding of the desired scope.

PROJECT UNDERSTANDING & APPROACH

Based on our review of project requirements and our experience with similar systems, Endpoint has developed the following scope of work that will be performed by Endpoint during the preliminary design of the fueling system.

The fueling systems currently include two (2) underground storage tanks (USTs), one (1) 12,000-gallon UST for Jet A fuel, and one (1) 10,000-gallon UST for 100 low-lead aviation gasoline (AvGas). The existing USTs use dispensing cabinets to transfer fuel directly into the aircraft. Attended, self-service fueling is available using a manual system to manage transactions.

It is our understanding that the scope of the fueling system modifications tentatively includes; removal of the existing USTs, piping and dispensers, installation of two (2) new aboveground storage tanks (ASTs), installation of aboveground piping from the ASTs to the dispenser locations, replacement of the existing dispensers with new aviation-style cabinets for 24-hour, self-service fueling for Jet A fuel and AvGas as well as offload filtration (JetA), a card reader/fuel management system for credit card and fleet card transactions, signage, pavement and lighting improvements associated with these upgrades. Other possible upgrades to the fueling facilities may include a card reader shelter.

FUELING SYSTEM DESIGN & BID DOCUMENT PREPARATION

Endpoint will work with SEH to finalize a project work scope and will prepare 30%, 65% and 100% design drawings, including the fueling system layout and tank details, site figures, system figures, description of the system and components, product information and other documentation necessary for bidding the project to qualified contractors. The 65% design will include budgetary

cost estimates for the proposed system and will account for considerations discussed with airport staff and SEH including:

- Specifications of UST closure/removal requirements;
- Tank design for up to two (2) ASTs;
- Design of secondary containment for ASTs;
- Review available information regarding site soil and groundwater to be managed during the removal of the existing storage tanks and installation of the new tanks;
- Specification of management procedures for excavation dewatering, if needed;
- Dispenser pump cabinet design and specifications for two fuel products;
- Design and specification of piping systems from the ASTs to the dispensers;
- Specification of overfill alarm and transfer shutoff mechanisms to prevent accidental tank overfill;
- Provisions for testing the ASTs for water and contaminants;
- Layout of concrete pavement areas for underneath the ASTs, tanker unloading area and dispenser area;
- Establish radius of reach and setbacks for fueling area;
- Requirements for fuel filtration and fuel system materials of construction;
- Specify off load connections to allow for fuel tanks delivery to site;
- Specification of fuel management system, card reader hardware, and transaction requirements;
- Specification of tank monitor equipment;
- Specification of tank gauging appurtenances;
- Design and specification of crash protection and site safety features as required by code;
- Establish lighting and security operational requirements for unattended fueling;
- Compliance with governing regulations for unattended fueling;
- A list of contractor deliverables including labor, equipment, submittal approvals and authorizations;

- A description of site assumptions that will affect the installation (i.e. power, tank monitor location, snow handling and mowing activities, etc.); and;
- Qualifications requirements for the installation contractor.

SEH will be responsible for the following:

- Overall project management and coordination with the airport personnel and MnDOT;
- Development of base map site plan including establishing/verifying property lines;
- Preparation of drawing set cover sheet, construction layout sheet, and construction safety and phase plan sheet;
- Establish location and design details for fueling area pavement; and,
- Prepare electrical/lighting plan and details for system power, to properly illuminate fueling area, provide grounding, and provide security.

Endpoint's design services include up to one (1) visit to the airport to review 65% design documents and budgetary estimates. Comments from the 65% design documents will be incorporated into a 90% design and specification package, which will be submitted to SEH, the airport and MnDOT for review and comment. The review of the 90% draft design documents will be performed over the phone with SEH, airport personnel and MnDOT.

A revised engineer's estimate will be provided for the system along with the 100% design documents.

SEH will be responsible for preparing and publishing the Project Specifications and required bidding documents for distribution to pre-qualified bidders. Endpoint will prepare and provide SEH with selected specification sections and drawings associated with the fueling system, to be incorporated into SEH's overall document. The selected sections of the Project Specifications will include all relevant fueling system design information including drawings and specifications (Special Provisions and Schedule of Prices).

BID ADMINISTRATION ASSISTANCE

Endpoint will assist SEH with the identification and prequalification of bidders for the construction of the fueling system installation. Bidders will be prequalified based on their past performance, proper certification, safety record, financial stability and capability to deliver the work scope. SEH will be responsible for distributing the bid document to prequalified bidders and Endpoint will serve as the bidder's point of contact for technical questions by bidders related to the fueling system portion of the scope of work. When bids are received, Endpoint will review and provide a recommendation for the contractor to be selected

POST AWARD SERVICES

Endpoint will provide a separate proposal for services after contractor award. These services may include submittal reviews, construction oversight and inspection, as-built documentation, and/or system start-up and training. These services are specifically excluded from this proposal. Endpoint can also provide a separate proposal to assist with operator training for system inspections and or Spill Prevention Control and Countermeasure (SPCC) plan updates, as required.

PROJECT FEES

We propose to complete the work scope described in this proposal on a time-and-materials (T&M) basis utilizing our standard hourly rates (refer to attached *Schedule of Fees and Charges*). A preliminary estimate of our proposed project costs is **\$23,462.00**. Payment of Endpoint invoices will be due either within five (5) days following payment from client on SEH's invoice containing the applicable Endpoint services, or within sixty (60) days of invoice submittal from Endpoint, whichever is less.

CLOSING

We appreciate the opportunity and look forward to working with SEH on this project. To authorize this work please execute the attached Task Order and return to us via email (titus@endpointcorporation.com) or fax at 414-427-1259. If you have additional questions related to this proposal, please contact us directly at 414-858-2107. We look forward to hearing from you.

Sincerely,

Endpoint Solutions

Wade C. Wollermann, P.E.
Principal



Titus Rubietta
Associate Engineer

Attachment – Task Order 2023-002
Schedule of Fees and Charges

Endpoint Solutions

Task Order for Professional Services

Client: Short Elliot Hendrickson, Inc.

Task Order #: 2023-002

Contact: Ms. Chelsea Kuchta

Date: November 21, 2023

Site: Austin Municipal Airport

Project #: TBD

Scope of Work

This Task Order 2023-002 is issued pursuant to the *Client Agreement* dated January 25, 2023, and unless otherwise specified herein, the performance of services hereunder and the payment therefore shall be subject to the terms and conditions of said *Client Agreement*. The services authorized hereunder are described below.

Description of Services: Aviation Fueling System Design

Related Proposal/Quote: November 21, 2023

Invoicing Basis: Time & Materials

Invoicing Frequency: Monthly

Estimated Total Cost: **\$23,462.00**

Expected Task Time Frame: Start Date: TBD

Completion: TBD

Client's Representative: Chelsea Kuchta


Endpoint's Representative: Wade Wollermann

PROPOSED BY:

Endpoint Solutions Corp.

ACCEPTED BY:

Short Elliot Hendrickson, Inc.

Signature: 

Name: Wade Wollermann

Title: Principal

Date: November 21, 2023

Signature: _____

Name: _____

Title: _____

Date: _____

Endpoint Solutions

SCHEDULE OF FEES AND CHARGES Calendar Year 2023

The following describes the basis for compensation for services authorized during the calendar year 2023. This Schedule of Fees and Charges may be adjusted annually on or after January 1 of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the new year. The new Schedule of Fees and Charges will apply to new assignments.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Unit Rates set forth below for the Labor Classifications indicated.

<u>Labor Classifications</u>	<u>Unit Rate (\$)</u>
Administrator I	50
Administrator II	65
Drafter/Illustrator I	85
Drafter/Illustrator II	105
Surveyor	105
Senior Surveyor	125
Estimator	95
Site Foreman	115
Construction Manager	145
Technical Consultant I	95
Technical Consultant II	105
Technical Consultant III	110
Technical Consultant IV	115
Consultant	120
Staff Consultant	130
Associate Consultant/Senior Designer	145
Project Manager	145
Senior Consultant/Senior Project Manager	155
Principal Consultant	175

Charges for contract personnel under Endpoint supervision using Endpoint facilities will be made according to the Unit Rate corresponding to their Labor Classification.

A maximum of eight (8) hours travel time per day will be charged for travel within the continental United States.

Endpoint staff appearing as expert witnesses at court trials, arbitration hearings, mediation and depositions

will be charged at \$250 per hour regardless of Labor Classification.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above noted Unit Rates.

Special project accounting reporting and financial services, including submission of invoice support documentation, will be charged at the lowest Unit Rate outlined above.

OTHER PROJECT RELATED CHARGES

Subcontractors, Equipment Rental and Incidental Expenses

The cost of services subcontracted by Endpoint, charges for equipment rented by Endpoint or incidental field expenses purchased by Endpoint in the process of completing the agreed to tasks will be charged at cost plus 10%.

Document Reproduction

In-house document reproduction in excess of the number of copies specified in each individual task order will be charged at a rate of \$0.05 per page for black and white and \$0.10 per page for color for letter, legal and 11 x 17 size copies. Copies of oversize pages will be charged as a subcontracted expense including the applicable markup described above.

Vehicles and Mileage

Field vehicles (cars, pickups, vans, etc.) used on project assignments will be charged at \$0.75 per mile as a field expense. Specialty type vehicles (ATVs, utility vehicles, etc.) will be charged as a contracted expense including the applicable markup described above.

This Fee Schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.

RESOLUTION NO.

**APPROVING CONTRACT WITH SEH, INC. FOR THE
AIRPORT FUEL SYSTEM UPGRADE PROJECT**

WHEREAS, the City is planning a replacement of the fueling system at the Austin Municipal Airport; and

WHEREAS, the project will require project design, project bidding, project coordination and construction inspection services; and

WHEREAS, SEH, Inc. has provided a proposal in the estimated amount of \$82,400 for services on the project; and

WHEREAS, City staff reviewed the proposal and recommends approving the contract with SEH, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Austin, Minnesota that the Mayor of the City of Austin is authorized to approve the contract with SEH, Inc. for the Austin Municipal Airport fuel systems upgrade project.

Passed by a vote of Yeas and Nays this 4th day of December, 2023.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

City of Austin
500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773



Steven J. Lang, P.E.
City Engr./Public Works Dir.
507-437-9949
Fax 507-437-7101
slang@ci.austin.mn.us

Memorandum

To: Mayor & Council
From: Mitch Wenum, PE
Date: November 30, 2023
Subject: Engineering, Planning & Design Services – Amendment 2
Oakland Ave W & 1st Avenue SW

The City of Austin is under contract with WHKS for engineering, planning and design services on the Oakland Ave & 1st Ave SW project, that is planned for construction from 2025-2027.

As usual, we are working with Austin Utilities to coordinate their water, gas, and electric utility improvements on this project. In our discussions with Austin Utilities, it was determined that utilizing the same design team would be in the best interest of the project. Austin Utilities has decided to hire WHKS to perform the design of their water utility improvements on the project.

Amendment 2 to the contract includes the engineering services for water main design at a cost of \$50,880. There would be no cost to the City for this work. The City will pay WHKS for the work performed, and then receive reimbursement from Austin Utilities. We recommend approving Amendment 2 to the contract with WHKS.

Attached is Amendment 2 for your reference. Please let me know if you have any questions.



**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, **City of Austin** (Client) and WHKS & Co. (WHKS) executed a Professional Services Agreement dated **July 31, 2023** for certain engineering services for **Oakland Avenue West and 1st Street Southwest Reconstruction** (Project), and

WHEREAS, the Agreement described a scope of services and was based on completion of certain services, and

WHEREAS, the Client has requested **Watermain Design** services for **Oakland Avenue and 1st Avenue Southwest** as described in more detail in attached Exhibit A, and

NOW THEREFORE, the Client and WHKS hereby agree the amended compensation for services shall be increased by the following:

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Billed Hourly with a Not-to-Exceed Fee of \$50,880 including Expenses. External expenses include an administrative charge of 10 percent.

Executed this _____ day of December, 2023

City of Austin, MN

By: _____

Printed Name: _____

Title: _____

WHKS & co.

By: _____

Printed Name: William Angerman, P.E.

Title: COO

Exhibit A to Amendment No. 2

A. Project Description

The amendment includes the design of the replacement of Austin Utilities watermain. WHKS will incorporate preliminary design data from Austin Utilities into the project.

B. Scope of Services Provided Under This Agreement:

Note: Items 1-6, 8, 9, 10 were previously defined in the AGREEMENT.

7. Austin Utilities Watermain Design

- a. Preparing plans for water utility construction based on Austin Utilities preliminary design
- b. Coordination with Austin Utilities Staff on layout and design
- c. Temporary water system plan
- d. Water utility design and phasing coordination

RESOLUTION NO.

**APPROVING AMENDMENT NO. 2
TO THE WHKS ENGINEERING CONTRACT**

WHEREAS, City Council approved a contract in the amount of \$795,700 from WHKS for the engineering design services for the Oakland Avenue West and 1st Avenue SW Street Reconstruction project on July 16, 2023 by resolution 16812; and

WHEREAS, the City Council approved amendment number 1 to the contract on October 16, 2023 by resolution 16865 to add topographic survey services on 1st Avenue SW; and

WHEREAS, WHKS has provided amendment number 2 to the contract which would include design services for water, gas and utility improvements; and

WHEREAS, WHKS proposed \$50,880 to complete the utility work which would be paid in full by Austin Utilities; and

WHEREAS, the City recommends awarding the amendment to the contract to WHKS.

NOW THEREFORE, BE IT RESOLVED, that the City Council approves the contract amendment for utility design services in the amount of \$50,880 on the Oakland Avenue West and 1st Avenue SW Street Reconstruction project.

Passed by a vote of yeas and nays this 4th day of December, 2023.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

City of Austin
500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773



Steven J. Lang, P.E.
City Engineer/P.W. Director
507-437-9950
Fax 507-437-7101
slang@ci.austin.mn.us

Memorandum

To: Mayor & Council
From: Mitch Wenum, PE
Date: November 29, 2023
Subject: 2024 Construction Projects, Request for Feasibility Reports

In preparation for 2024 construction projects, we have prepared a timeline to meet the critical dates required of the assessment process. The initial step in the process is for Council to request feasibility reports. The projects that will be involved with this schedule are those listed below:

<u>Project</u>	<u>Project #</u>
1) 8th Street NE & Institute Lift Station Construction	23104 & 23201
<ul style="list-style-type: none"> • 8th St NE – 16th Ave to 18th Ave NE • Lift Station Construction at 16th Ave & 8th St NE 	
2) 9th Street SW & 12th Street SW	24101
<ul style="list-style-type: none"> • 9th St SW – 17th Ave to 22nd Ave SW • 12th St SW – 17th Ave to 21st Ave SW 	
3) 4th Avenue NE	24102
<ul style="list-style-type: none"> • 4th Ave NE – 17th St to 19th St NE 	
4) 1st Avenue NE	24103
<ul style="list-style-type: none"> • 1st Ave NE – 8th St to 10th St NE 	
5) 2nd Avenue NW, 16th Street NW & 17th Street NW	24104
<ul style="list-style-type: none"> • 2nd Ave NW – 14th St to 19th St NW • 16th St NW – Oakland Ave W to 2nd Ave NW • 17th St NW – Oakland Ave W to 2nd Ave NW 	

If you have any questions, please feel free to contact me.

RESOLUTION NO.

RESOLUTION ORDERING PREPARATION OF REPORT ON IMPROVEMENTS

WHEREAS, it is proposed to make the following improvements:

Project #

- | | |
|--|--------------------------|
| 1) 8th Street NE & Institute Lift Station Construction | 23104 & 23201 |
| <ul style="list-style-type: none">• 8th St NE – 16th Ave to 18th Ave NE• Lift Station Construction at 16th Ave & 8th St NE | |
| 2) 9th Street SW & 12th Street SW | 24101 |
| <ul style="list-style-type: none">• 9th St SW – 17th Ave to 22nd Ave SW• 12th St SW – 17th Ave to 21st Ave SW | |
| 3) 4th Avenue NE | 24102 |
| <ul style="list-style-type: none">• 4th Ave NE – 17th St to 19th St NE | |
| 4) 1st Avenue NE | 24103 |
| <ul style="list-style-type: none">• 1st Ave NE – 8th St to 10th St NE | |
| 5) 2nd Avenue NW, 16th Street NW & 17th Street NW | 24104 |
| <ul style="list-style-type: none">• 2nd Ave NW – 14th St to 19th St NW• 16th St NW – Oakland Ave W to 2nd Ave NW• 17th St NW – Oakland Ave W to 2nd Ave NW | |

and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Section 429.001 to 429.111 (Laws 1953), Chapter 398, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF AUSTIN, MINNESOTA, that the proposed improvements were referred to Steven Lang, City Engineer, to study and that he is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvements are feasible and as to whether they should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvements as recommended.

Passed by a vote of yeas and nays this 4th day of December, 2023.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

RESOLUTION NO.**LOCAL ROAD IMPROVEMENT PROGRAM GRANT APPLICATION**

WHEREAS, the State of Minnesota has made \$102.967 million in funding available through the Local Road Improvement Program (LRIP); and

WHEREAS, the LRIP funds may be used for roadway construction costs, while other costs including: engineering, inspection, utility construction, and roadway construction cost in excess of the LRIP award require alternate funding sources; and

WHEREAS, the City of Austin is in the design stage of the reconstruction of Oakland Avenue, a minor arterial road, from 1st Street NE to 12th Street NW/TH 105. Oakland Avenue is a vital corridor in Austin's roadway network, serving as the only continuous street connecting the east and west ends of the city. The Oakland Avenue project limits is home to more than 40 businesses and a significant percentage of Austin's residents utilize Oakland Avenue on a regular basis; and

WHEREAS, the condition of Oakland Avenue is in need of repair for both vehicular and pedestrian travel. The City of Austin has secured \$3,060,000 in federal funding in addition to local funding sources for non-eligible costs. Construction is scheduled to begin in 2025; and

WHEREAS, the City of Austin is applying for \$1.5 million in LRIP funding. By receiving LRIP funding, it will reduce the financial burden of the project to the residents and businesses of Austin.

NOW, THEREFORE, BE IT RESOLVED, that the City of Austin supports the reconstruction, will assume full responsibility for the operation and maintenance, supports the submittal of the LRIP application, and agrees to pay for all costs in excess of any LRIP Grant award for the aforementioned project.

Passed by a vote of yeas and nays this 4th day of December, 2023.

YEAS

NAYS

ATTEST:

APPROVED:

City Recorder

Mayor

City of Austin
Zoning Department



500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773
Phone: 507-437-9950
Fax: 507-437-7101
www.ci.austin.mn.us

Memorandum

To: Mayor and City Council

Cc: C/D Buyer-Karina Lopez-Machuca & Adalberto Acosta
809 13th Ave SW Austin, MN 55912

Deed Owner- Jaime & Irma Ayala Vazquez
1008 1st Ave NW Austin, MN 55912

From: Holly Wallace, Planning & Zoning Administrator

Re: Accumulation of Refuse and Junk
At 809 13th Ave SW, Lopez-Machuca & Acosta Property

Date: December 1, 2023

May I ask the City Council to approve granting the Planning & Zoning Department the power to contract for the removal of refuse and junk at 809 13th Ave SW. The property owner has been notified of this violation to the City Code Sections 10.14 Subd.1(B), 10.14 Subd.4-6 but has failed to resolve this issue. (See Attached)

Therefore, I am requesting the Mayor and City Council to approve empowering the Planning & Zoning Department to act on the removal of this junk. Such action is permitted by the City Code Section 10.14.

Thank You

City of Austin
Zoning Department



500 Fourth Avenue N.E.
Austin, Minnesota 55912-3773
Phone: 507-437-9950
Fax: 507-437-7101
www.ci.austin.mn.us

November 7th, 2023

Karina Lopez-Machuca
Adalberto Acosta
809 13th Ave SW
Austin, MN 55912

RE: Zoning Violations at 809 13th Ave SW, Austin, MN 55912

Dear Karina & Adalberto:

The City of Austin Planning and Zoning Department has observed a violation of City Code on your property. An investigation of this complaint was conducted on November 7th, 2023 at this site and the following issues need to be resolved:

1. **Remove all junk/garbage from property**
2. **All refuse must be in watertight containers and lawfully disposed of, at least once each week during the year.**

The violation of Austin City Code Sections 10.01 Subd 2, 3 & 4, 10.14 Subd.1(B) 4 and 10.14 Subd.4-6 were found. These City Code sections read as follows:

City Code Section 10.01 Subd. 2. *Disposal required.* Every person shall, in a sanitary manner, store and dispose of refuse that may accumulate upon property owned or occupied by him or her in accordance with the terms of this section. Garbage shall be collected or otherwise lawfully disposed of, at least once each week during the year.

City Code Section 10.01 Subd 3. Deposit of garbage or refuse. It is unlawful:

D. For any person to deposit anywhere within the city any refuse in a manner that it may be carried or deposited by the elements upon any public place or any other premises within the city;

City Code Section 10.01 Subd. 4 Containers

A. *General requirement.* Every householder, occupant or owner of any residence and any restaurant, industrial establishment or commercial establishment shall provide on the premises one or more containers to receive and contain all refuse which may accumulate between collections or other disposal. All normal accumulations of refuse shall be deposited in such containers, except that leaves, trimmings from shrubs, grass clippings, shavings, excelsior and other rubbish of similar volume and weight may be stored in closed containers not meeting the requirements of Subpar. B. Tree limbs under four inches in diameter in five-foot lengths and tied in bundles not to exceed 60 pounds, bundles of newspapers, cardboard or magazines tied securely not to exceed 60 pounds. Furniture, rugs and carpeting will be accepted by a licensed hauler if notified 24 hours in advance of regular pickup time. The following articles will not be accepted as refuse and must be deposited at a designated demolition site: stone, sod, earth,

concrete, building materials unless placed in covered garbage cans, automobile parts, except tune-up parts, inflammable liquids, tree trunk sections over four inches in diameter. Tires and white goods need not be accepted as refuse by licensed garbage haulers, but shall be disposed of at the depository as designated by the County Board.

B. *Container requirements.* Each container shall be watertight, shall be impervious to insects and rodents and shall not exceed 32 gallons in capacity, garbage containers when full shall not exceed 60 pounds in weight, when waste is collected by licensed haulers by mechanical lifting devices, the use of the container shall not exceed 90 gallons or limited, as defined by the hauler. Containers shall be maintained in good and sanitary condition. Any container not conforming to the requirements of this section or having ragged or sharp edges or any other defect likely to hamper or injure the person collecting the contents shall be promptly replaced after notice by the city. Notwithstanding the foregoing, grass clippings and leaves may be temporarily stored in bags provided by licensed garbage haulers for pick up by licensed garbage haulers or in plastic bags provided by the owner for ultimate disposal at a site designated by the Council.

C. *Placement.*

1. Garbage containers shall be placed in a driveway or open area outside of the garage or where public alley - garbage shall be placed adjacent to the alley, easily accessible for pickup to be made. Other refuse - properly bagged or bundled such as leaves, clippings or brush shall be placed by the curb of the street or by the alley for collection. Containers must be placed properly for pickup prior to 5:30 a.m. on the day of collection to insure service.

2. At the request of the garbage hauler, garbage containers may be placed on boulevard, curbside or other convenience place in front yard for collection, but the containers shall not be permitted to remain on curbside or in front yard for more than 24 consecutive hours.

City Code Section 10.14, Subd. 1(B):

JUNK. All scrap metal, rags, batteries, paper, trash, rubber tires, debris, waste, wood, and/or construction materials not used in connection with a building or which is carried as inventory in an on-going construction business at a lawful place of business, dismantled vehicles, machinery and appliances or parts thereof and parts of vehicles, glass, tinware, plastic, aluminum and/or steel cans, old or discarded household goods, household furnishings or furniture, hardware or appliances. Neatly stacked firewood located so as to comply with the setback requirements as set forth in Chapter 11 and in accordance with side yard or rear yard setback requirements shall not be considered junk.

City Code Section 10.14, Subd. 4. *Notice and abatement.*

B. *Public nuisances affecting health*

5. Accumulations of manure, refuse, junk or other debris;

D. *Public nuisances affecting peace and safety.*

16. Accumulations in the open of discarded or disused machinery, household appliances, automobile bodies or other material in a manner conducive to the harboring of rats, mice, snakes or vermin, or the rank growth of vegetation among the items so accumulated, or in a manner creating fire, health or safety hazards from accumulation;

City Code Section 10.14, Subd. 4(E-G)

NOTICE AND ABATEMENT.

E. Whenever a public officer or other person charged with enforcement determines that a public nuisance is being maintained or exists on premises in the City, the City enforcement

officer shall notify in writing the owner or occupant of the premises of such fact and order that such nuisance be terminated and abated.

F. The notice shall be served in person or by certified or registered mail. If the premises are not occupied and the owner is unknown, the notice may be served by posting it on the premises. The notice shall specify the steps to be taken to abate the nuisance and the time, not exceeding ten (10) days, within which the nuisance is to be abated.

G. If an emergency exists that presents an immediate danger to citizens affecting their safety, the officer shall require immediate abatement of such nuisance. If the notice is not complied with within the time specified, the enforcing officer shall report that fact forthwith to the Council and may take such other appropriate action as may be necessary. The Council may, after notice to the owner or occupant, provide for the abating of the nuisance by the City.

City Code Section 10.14, Subd. 5:

RECOVERY OF COST. The owner of the premises on which a nuisance has been abated by the City shall be personally liable for the cost to the City of the abatement, including administrative costs. As soon as the work has been completed and the cost determined, the City Recorder shall prepare a bill for the cost and mail it to the owner. There upon, the amount shall be immediately due and payable at the Office of the City Recorder. Ownership shall be presumed to be the owner as shown on the records of the County Treasurer unless the City Recorder has reason to know that such information is not accurate, in which event, notice shall be given to such other person as the City Recorder has reason to believe is, in fact, the true owner of said premises.

City Code Section 10.14, Subd. 6:

ASSESSMENT. If the cost of abating said nuisance is not paid in full to the City Recorder before September 1, next, then on or before September 1, next, following the abatement of the nuisance, the City Recorder shall list the total unpaid charges along with other such charges, as well as other charges for current services to be assessed under Minnesota Statutes 429.101 against each separate lot or parcel to which charges are attributable. The Council may then spread the charges against such property under that statute and other pertinent statutes for certification to the County Auditor and collection along with current taxes the following year or in annual installments, not exceeding ten (10), as the Council may determine in each case.

Please resolve the City Code violations within 10 days of the date of this letter, or the matter will be referred to the Austin City Council for corrective action. Council generally meets the first and third Mondays of every month. You will be fined a minimum of \$100, the amount varies depending on the type of violations.

Your cooperation with this matter will be greatly appreciated, and if you have any questions, please call me at my office at (507)437-9950.

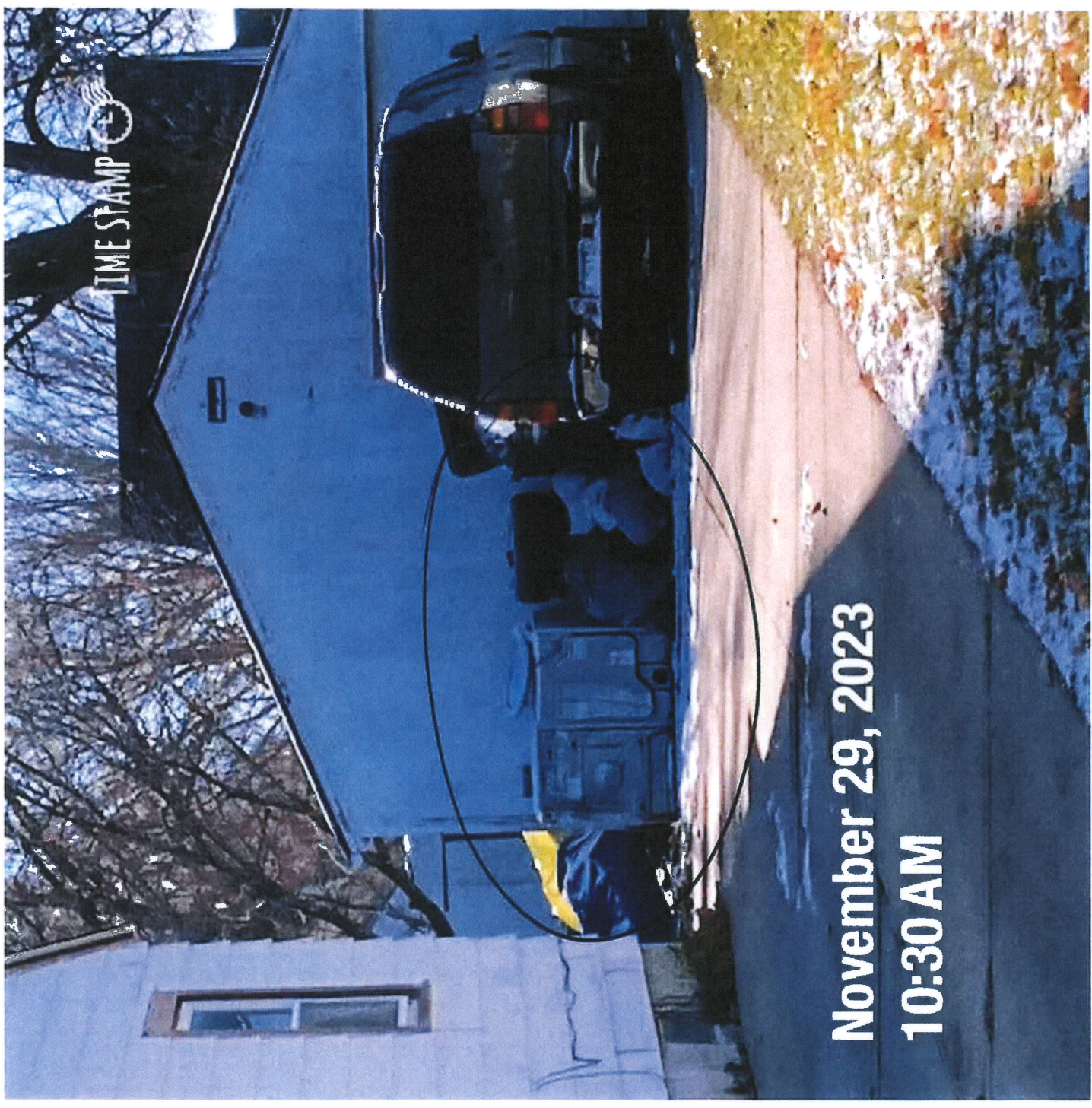
Sincerely,



Brent Johnson
Zoning Inspector

CC: Irma & Jaime Vazquez

Am Sk
Dog 13th



November 29, 2023
10:30 AM