

**HOPKINS CITY COUNCIL**

**AGENDA**

**Tuesday, May 17, 2022**

**7:00 pm**

**THIS AGENDA IS SUBJECT TO CHANGE  
UNTIL THE START OF THE CITY COUNCIL MEETING**

**I. CALL TO ORDER**

**II. ADOPT AGENDA**

**III. PRESENTATIONS**

**IV. CONSENT AGENDA**

1. Minutes of the May 3, 2022 City Council Meeting Proceedings
2. Minutes of the May 10, 2022 City Council Work Session Proceedings
3. Extension of On-Sale Liquor License for LTD Brewing LLC DBA LTD Brewing Co.; Domeier
4. Approval of Liquor License Renewals for the term of July 1, 2022 to June 30, 2023; Domeier
5. Approval of Temporary Liquor License for Hopkins Elks Lodge #2221; Domeier
6. Approval of Temporary Liquor License for Minnesota Food Truck Association; Domeier
7. Approval of MnDOT Contract No. 1050163 between Minnesota Department of Transportation and City of Hopkins; Klingbeil
8. Approval of Use Agreement – The Hopkins Farmers Market; Elverum
9. Approval of Support for Environmental Cleanup Grant Application for Vista 44; Youngquist

**V. OLD BUSINESS**

**VI. NEW BUSINESS**

1. Order Feasibility Report for the 2023 Street and Utility Improvements, City Project 2022-010; Klingbeil

**VII. PUBLIC COMMENT**

**VIII. ANNOUNCEMENTS**

- Next City Council Regular Meeting: Tuesday, June 7 at 6:30 p.m.

**IX. ADJOURN**

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
MAY 3, 2022**

**CALL TO ORDER**

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, May 3, 2022 at 7:00 p.m. in the Council Chambers at City Hall, 1010 1<sup>st</sup> Street South.

Mayor Hanlon called the meeting to order with Council Members Balan, Beck, Garrido and Hunke attending. Others attending included City Manager Mornson, Assistant City Manager Lenz, City Clerk Domeier, Finance Director Bishop, Director of Planning and Development Elverum, Facilities Superintendent Olson and City Attorney Riggs.

**ADOPT AGENDA**

**Motion** by Balan. **Second** by Garrido.

**Motion** to Adopt the Agenda.

**Ayes: Balan, Beck, Garrido, Hunke, Hanlon**

**Nays: None. Motion carried.**

**PRESENTATIONS**

**III.1. Proclamation for Bike Month; Mornson**

The City Council presented Access Hopkins with a Proclamation for Bike Month.

**CONSENT AGENDA**

**Motion** by Beck. **Second** by Balan.

**Motion** to Approve the Consent Agenda.

1. Minutes of the April 19, 2022 City Council Meeting Proceedings
2. Resolution to Change City Council Meeting Time; Domeier
3. Ratify Checks Issued in April 2022; Bishop

**Ayes: Balan, Beck, Garrido, Hunke, Hanlon**

**Nays: None. Motion carried.**

**NEW BUSINESS**

**VII.1. Historical Society Update; Lenz**

Mary Romportl, Interim President of the Hopkins Historical Society provided an update on the Historical Society, the National Historic Registry Designation and the 907 Mainstreet facility.

**VII.2. First Quarter Financial Report; Bishop**

Finance Director Bishop provided the first quarter financial report. Brief discussion was held about the next steps in the 2023 Budget planning.

**VII.3. Debt Update; Bishop**

Finance Director Bishop provided an overview and update related to the City's debt. Council Member Balan requested clarification on the planned debt. Public Work Director

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
MAY 3, 2022**

Stanley provided a recap of the upcoming street projects. Council Member Hunke stated that once the street ratings are provided that may dictate the future planning.

**ANNOUNCEMENTS**

Mayor Hanlon provided the upcoming meeting schedule.

**ADJOURNMENT**

There being no further business to come before the City Council and upon a motion by Beck, second by Balan, the meeting was unanimously adjourned at 8:08 p.m.

Respectfully Submitted,  
Amy Domeier, City Clerk

ATTEST:

\_\_\_\_\_  
Patrick Hanlon, Mayor

\_\_\_\_\_  
Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL  
WORK SESSION PROCEEDINGS  
MAY 10, 2022**

**CALL TO ORDER**

Pursuant to due call and notice thereof a work session of the Hopkins City Council was held on Tuesday, May 10, 2022 at 6:31 p.m. in the Council Chambers at City Hall, 1010 1<sup>st</sup> Street South.

Mayor Hanlon called the meeting to order with Council Members Balan, Beck, Garrido and Hunke attending. Others attending included City Manager Mornson, Assistant City Manager Lenz, Management Analyst Imihy Bean, Director of Planning and Development Elverum and Community Development Coordinator Youngquist. Planning Commissioners White and Wright were also present.

Mayor Hanlon shared the news about former Mayor Bob Miller's passing and his contributions to the community.

**Urban Land Institute Navigating Your Competitive Future Discussion; Elverum**

The Urban Land Institute (ULI) facilitated a Navigating Your Competitive Future (NCF) workshop, which included an interactive discussion between the City Council, Planning Commission and volunteer real estate professionals that focused on current challenges associated with development and redevelopment.

**OTHER**

Announcements shared included upcoming events: Mainstreet Day, Garden Plot Kick-off, Board and Commission Interviews and the Bear Cave Brewing Ribbon Cutting.

**ADJOURNMENT**

There being no further business to come before the City Council and upon a motion by Balan, second by Garrido, the meeting was unanimously adjourned at 8:21 p.m.

Respectfully Submitted,  
Amy Domeier, City Clerk

ATTEST:

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Patrick Hanlon, Mayor

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Amy Domeier, City Clerk



May 17, 2022

Council Report 2022-044

**Extension of On-Sale Liquor License for LTD Brewing LLC DBA LTD Brewing Co.**

**Proposed Action**

Staff recommends adoption of the following motion: Approve Extension of On-Sale Liquor License for LTD Brewing LLC DBA LTD Brewing Co. to allow the sale of alcohol in fenced-in area on June 4, 2022.

Passage of this motion will result in the ability of the LTD Brewing Co. (LTD) to serve alcoholic beverages at their event on Saturday, June 4. The event is scheduled from Noon to 10 p.m.

**Overview**

The owners of LTD have submitted a Special Event Permit Application and requested an extension of their on-sale liquor license. The event and liquor sales will be located within their parking lot and extended into 8<sup>th</sup> Avenue and Lot 600 with live music entertainment, beer tents, food trucks, and family outdoor activities.

The Police Department reviewed the request and has no objection to the liquor license extension, provided LTD abides by regulations outlined in Legislative Policy 5-D – Special Events Policy. LTD security will assist the Police Department in clearing the event at 10:30 p.m. The 10 p.m. closing time should be prominently displayed throughout, so there is no confusion at the end of the evening when patrons are asked to leave. For the event, LTD will hire one uniformed police officer from 5 p.m. to 11 p.m. to supplement their security staff as required by the Police Department.

LTD will be invoiced for all services required by the City for the special event. LTD is required to obtain an insurance certificate for the event and send a letter to the surrounding neighbors advising them of this outdoor event.

**Primary Issues to Consider**

- What measures will be taken to assure that persons under the age of 21 will not have access to alcohol? (See attached policy)
- What measures will be taken to assure that outdoor activities will cease at 10 p.m.? (See attached policy)

**Supporting Documents**

- Special Event Permit Application is available in the City Clerk’s Office



Amy Domeier, City Clerk

Financial Impact: \$ _____ Budgeted: Y/N ____ Source: _____ Related Documents (CIP, ERP, etc.): _____ Notes: _____
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May 17, 2022

Council Report 2022-044

**Approval of Liquor License Renewals for  
the term of July 1, 2022 through June 30, 2023**

**Proposed Action**

Staff recommends adoption of the following motion: Move to approve the submitted list of Liquor License renewals for the term of July 1, 2022 through June 30, 2023 subject to receiving completed renewal forms, insurance and fees.

**Overview**

Applications for liquor license renewals are required for the attached listing of establishments. While most application materials have been reviewed and are ready for renewal, some applicants still need to submit all necessary paperwork and/or pay their required license fees.

The renewal date for all liquor licenses is July 1, 2022. After City Council approves the renewals, staff will forward the liquor license documentation to the State of Minnesota, Alcohol and Gambling Division.

**Primary Issues to Consider**

- All liquor and business license applications are routine license renewals.

**Supporting Documents**

- List of renewals by category.
- Full applications are available in the City Clerk's office.

Amy Domeier, City Clerk

Financial Impact: \$ _____ Budgeted: Y/N ____ Source: _____ Related Documents (CIP, ERP, etc.): _____ Notes: _____
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**Off-Sale Liquor (\$200):**

Ace Wine & Spirits  
Hopkins Liquor  
Jim's Liquor  
Mac's Liquor  
MGM Liquor Warehouse  
Pub 819  
Richard's Liquor  
The Liquor Store & More  
The Vine Shop

**Off-Sale Brewer Malt Liquor/Sunday Sales (\$200):**

Bear Cave Brewing  
LTD Brewing Co.

**On-Sale 3.2 % Malt Liquor/On-Sale Wine (\$1,400):**

B-Dubs Express  
Chipotle Mexican Grill #593  
Cream and Amber  
Nachos Mexican Grill, LLC  
The Vine Room

**On-Sale 3.2 % Malt Liquor (\$300)**

Minneapolis Park Board/Meadowbrook Golf Course

**On-Sale Brewer Taproom/Sunday Sales (\$700):**

LTD Brewing Co.

**On-Sale Liquor/Sunday Sales (\$7,500):**

El Lorito  
Mainstreet Bar & Grill  
Pizza Luce VI  
Pub 819  
Thirty Bales  
Tuttles Hopkins Bowl  
Wild Boar

**On-Sale Liquor on Public Premise (\$350):**

Mainstreet Bar & Grill  
Thirty Bales  
Wild Boar

**On-Sale Alcohol Extended Hours (\$1,300):**

Pizza Luce VI

**Exclusive On-Sale Liquor License (\$3,000):**

The Mess Hall

**Club Sales/Sunday Sales (Fee based on membership):**

George R. Wolff VFW Post 425  
Hopkins Elks Lodge #2221  
John Wilbur Moore Post  
Oak Ridge Country Club



May 17, 2022

Council Report 2022-046

**Approval of Temporary Liquor License for Hopkins Elks Lodge #2221**

**Proposed Action**

Staff recommends adoption of the following motion: Approve the Issuance of a Temporary On-Sale Liquor Licenses to Hopkins Elks Lodge #2221 at their Raspberry Festival Events on July 15 and 16.

Passage of this motion will result in the ability of the organization to serve alcoholic beverages at their Raspberry Festival events on July 15 and 16.

**Overview**

Hopkins Elks Lodge #2221 (the “Elks”) has submitted an application for a temporary on-sale liquor license for their Raspberry Festival Events. The liquor service will be 8 a.m. to 10 p.m. both days and will be limited to the tent area and outside pavilion. Temporary on-sale liquor licenses must be approved by the State of Minnesota, Alcohol & Gambling Enforcement Division.

**Primary Issues to Consider**

- The applicant meets the requirements set forth by State Statute to obtain a temporary on-sale liquor license.

**Supporting Documents**

- Complete application and certificate of insurance are on file in the City Clerk’s office.

*Amy Domeier*

Amy Domeier, City Clerk

Financial Impact: \$ _____ Budgeted: Y/N ____ Source: _____ Related Documents (CIP, ERP, etc.): _____ Notes: _____
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May 17, 2022

Council Report 2022-047

**Approval of Temporary Liquor License for Minnesota Food Truck Association**

**Proposed Action**

Staff recommends adoption of the following motion: Approve the Issuance of a Temporary On-Sale Liquor Licenses to Minnesota Food Truck Association for their Food Truck Festival event on July 23, 2022.

Passage of this motion will result in the ability of the association to serve alcoholic beverages at their event on July 23.

**Overview**

The Minnesota Food Truck Association has submitted an application for a temporary on-sale liquor license for their food truck event. The liquor service will be Noon to 10 p.m. Temporary on-sale liquor licenses must be approved by the State of Minnesota, Alcohol & Gambling Enforcement Division.

**Primary Issues to Consider**

- The applicant meets the requirements set forth by State Statute to obtain a temporary on-sale liquor license.

**Supporting Documents**

- Complete application and certificate of insurance are on file in the City Clerk’s office.

*Amy Domeier*

Amy Domeier, City Clerk

Financial Impact: \$ _____ Budgeted: Y/N ____ Source: _____ Related Documents (CIP, ERP, etc.): _____ Notes: _____
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**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION NO. 2022-037**

**RESOLUTION APPROVING MnDOT CONTRACT NO. 1050163  
BETWEEN MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND CITY OF HOPKINS**

**WHEREAS**, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

**WHEREAS**, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

**WHEREAS**, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hopkins, Minnesota:

1. That the City of Hopkins enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Council.
2. That the Proper City officers are authorized to execute such a contract, and any amendments thereto.
3. The City Manager and City Engineer are authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Manager or City Engineer may execute such work order contracts on behalf of the City of Hopkins without further approval by this Council.

Adopted by the City Council of the City of Hopkins, Minnesota, this 17<sup>th</sup> day of May, 2022.

By \_\_\_\_\_  
Patrick Hanlon, Mayor

ATTEST:

\_\_\_\_\_  
Amy Domeier, City Clerk

**STATE OF MINNESOTA  
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the Hopkins City, acting through its City Council, in this contract referred to as the “Other Party.”

**Recitals**

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1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Contract**

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**1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**

- 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
- 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
- 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

## 2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
  - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

## 3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

#### 4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
  - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
  - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
  - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
  - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
  - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
  - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
  - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
  - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
  - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
  - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
  - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
  - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
  - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
  - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
  - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
  - d. All improvements constructed on the State's right-of-way will become the property of the State.

**5. Responsibilities of the Requesting Party**

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

**6. Time**

- 6.1. In the performance of project work under a work order contract, time is of the essence.

**7. Consideration and Payment**

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$500,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

**7.4. Payment**

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Other Party.**
  - a. The Other Party will make payment to the order of the Commissioner of Transportation.
  - b. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.
  - c. Remit payment to the address below:  
MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number 1050163W[XX] and Invoice Number: 00000[#####]  
(see note above)  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
  - a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
  - b. Retainage for Professional and Technical Services. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

**8. Conditions of Payment**

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

**9. State's Authorized Representative and Project Manager**

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

**10. Other Party's Authorized Representative and Project Manager**

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

**11. Assignment, Amendments, Waiver, and Contract Complete**

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

**12. Liability**

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

**13. State Audits**

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

**14. Government Data Practices and Intellectual Property**

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

**14.2.1. Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

**14.2.2. Obligations with Respect to Intellectual Property.**

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

**15. Affirmative Action**

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- a. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - b. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - e. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 16. Workers’ Compensation

- 16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

**17. Publicity**

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

**18. Governing Law, Jurisdiction, and Venue**

- 18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**19. Prompt Payment; Payment to Subcontractors**

- 19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

**20. Minn. Stat. § 181.59.**

- 20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**21. Termination; Suspension**

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

**22. Data Disclosure**

- 22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

**23. Defense of Claims and Lawsuits**

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

**24. Additional Provisions**

- 24.1. NONE

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**OTHER PARTY**

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.



## USE AGREEMENT – THE HOPKINS FARMERS MARKET

### Proposed Action

Staff recommends adoption of the following motion: Move to approve the Use Agreement between the City of Hopkins and the Hopkins Farmers Market.

With this motion, the Hopkins Farmers Market will open for the 2022 season on June 18, 2022.

### Overview

The Hopkins Farmers Market is entering its 36th season in Downtown Hopkins. Details regarding operation of the Farmers Market are detailed in the Use Agreement. It will once again be located in the southern portion of Lot #300. The northern portion of the lot will remain open for parking.

The Farmers Market will operate Saturday mornings, 7:30 am to noon, June 18<sup>th</sup> through October 29<sup>th</sup>, except during Raspberry Festival when the market will operate on the Artery subject to approval of a separate Special Events permit.

The agreement also gives the Farmer’s Market the opportunity to park their trailer in Lot #300 during the term of the market, with the condition it will be moved during the Raspberry Festival week. They have requested this for the sake of logistics. Staff has reserved the right, through the Use Agreement, to require the trailer moved if it is determined that it is not in the best interest of the City but otherwise gives them permission.

### Primary Issues to Consider

The Hopkins Farmers Market is well-established and has a long history with the City of Hopkins. The Market brings many visitors to Hopkins, provides for fresh produce and helps to strengthen the social community in Hopkins. Because of these community benefits, staff is supportive of the use of Lot #300.

### Attachments

- Farmer’s Market Use Agreement

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Kersten Elverum  
Director of Planning & Development

Financial Impact: \$0	Budgeted:	Y/N ___N___	Source: Related Documents (CIP, ERP, etc.):
Excess TIF			

## USE AGREEMENT

THIS **USE AGREEMENT** (“Agreement”) is made the 17th day of May, 2022, (the “Effective Date”) by and between the **CITY OF HOPKINS**, a Municipal Corporation ("City"), located at 1010 First Street South, Hopkins, Minnesota 55343, and **THE HOPKINS FARMERS MARKET**, a non-profit association ("Growers") located in c/o Gwen Smith, 10091 Pilgrim Way, Maple Grove, MN 55369.

**WHEREAS**, Growers is an association of individuals who produce fruits, vegetables, and other grown products and hand-crafted items, which are sold to the general public at open-air markets;

**WHEREAS**, both parties desire that Growers operate a Farmers Market in the City, in order to provide an opportunity to sell Growers’ products and afford the City and its residents opportunities for civic engagement and commerce.

**NOW, THEREFORE**, in consideration of the mutual benefits received by both parties, it is agreed:

1. The City will grant Growers exclusive use of the south portion of Public Parking Lot # 300, as shown on the attached **Exhibit A** in dashed lines.

(“Use Area”) to operate a Saturday Farmers Market (“Farmers Market”) (i.e., erect stands and sell products to the general public), as permitted herein.

2. The Farmers Market shall be subject to the following:

- a. For each Saturday operation of the Farmers Market, the City will provide blockades for Growers for the purpose of demarcating the Use Area. Growers shall place them where needed and remove and stack them neatly at the end of each sale day for the City to pick up.

- b. Growers shall be authorized to arrange for and direct the locations of no more than two Food Trucks to operate at any one time within the Use Area while the market is open to the public as set forth in this Agreement. Per City Policy 5-J Mobile Food Units, Section 8.03, event organizers are required to provide the City with a list all of all mobile food unit vendors that will be at any event(s).
    - c. The Growers shall ensure any and all Food Trucks operating at the market to meet all state licensing and other requirements and regulations that are applicable to them.
  3. The right to utilize the Use Area for the Farmers Market shall commence on June 18, 2022, and shall terminate on October 29, 2022; in addition, Growers shall have the right to utilize the Use Area pursuant to Paragraph 5 (“Term”).
  4. The operation of a Farmers Market in the Use Area is also subject to the following conditions:
    - a. The operation of a Farmers Market is limited to Saturdays between the hours of 7:30 a.m. and noon, with the exception of July 16, 2022, on which date the City does not permit operation of a Farmers Market at the Public Parking Lot #300 location if it is requested to be used for Raspberry Festival activities. On July 16, 2022, the Farmers Market may operate on 8<sup>h</sup> Avenue between 1<sup>st</sup> Street South and Mainstreet (the Artery), subject to approval of a separate Special Events permit.
    - b. The Growers shall furnish appropriate refuse containers, as required by the City, and remove refuse and other waste material after each Farmers Market.
    - c. The Growers shall provide a market manager to represent Growers on the site during each Farmers Market. Said manager or someone designated by him

shall be responsible for all advertising, administrative activities, promotions, and communications with the City and the general public concerning sale activities.

d. Growers shall be responsible to ensure that its operation of a Farmers Market is in compliance with, at all times, local, state and federal rules and regulations.

5. In addition to the term for the operations of a Farmers Market described above, the City grants Growers the additional right to distribute pre-ordered turkeys at the Use Area on Tuesday, November 22, 2022, from 2 p.m. to 6 p.m., subject to all terms and conditions described herein.
6. The City of Hopkins will allow the market trailer (license # MN ABSJ268) to be parked in the lot during market season (Mid-June thru October) using one parking space, location to be approved by City Staff. The trailer will be moved out of Lot #300 during the week of the Raspberry Festival. The Growers agree to move the trailer at any other time the City requests it to be moved. The City assumes no responsibility for the trailer.
7. Growers may not sub-lease or otherwise assign this Agreement. This Agreement shall not be deemed an approval for any other permits or approvals required by the City and/or any other governmental entity for the operation of the Farmers Market.
8. Growers shall indemnify, defend, and hold the City, and its respective officers, employees, and agents, harmless from and against any and all losses, claims, actions, and expenses that may arise from or out of the activities conducted or carried on by Growers directly or indirectly in any respect whatsoever related to the Growers operation of a Farmers Market within the Use Area.

9. Growers shall provide the City with a Certificate of Liability Insurance, effective at a minimum, from during the Term, with a minimum coverage of the City's statutory tort liability, which is currently \$1,500,000.00, and making the City an additional insured. The sufficiency of the Certificate of Liability Insurance is subject to review and approval by City Staff. The above-mentioned Certificate of Liability Insurance must be submitted to the City, on a form approved by the City, prior to the commencement of the operation of a Farmers Market within the Use Area.
10. The City may terminate this Agreement at any time with or without cause by giving 30 days written notice to the Growers at the address indicated above. Sections 7 and 8 of this Agreement shall survive termination.
11. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.
12. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
13. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
14. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by U.S. Mail or hand-delivered to the respective address of each party as set forth in the beginning of this Agreement.
15. The parties acknowledge that this Agreement is an agreement to operate a Farmers Market in the Use Area described herein and does not confer any estate or interest to Growers nor

does it create a partnership or joint venture between the City and Growers. All costs of doing business, including but not limited to supplies and equipment, will be the sole responsibility of Growers at its sole expense.

**IN WITNESS WHEREOF**, the parties have signed this Agreement on the \_\_\_\_\_ day of  
May, 2022

**THE HOPKINS GROWERS' ASSOCIATION**

**CITY OF HOPKINS**

By: \_\_\_\_\_  
Gwen Smith, President  
10091 Pilgrim Way  
Maple Grove, MN 55369

By: \_\_\_\_\_  
Patrick Hanlon, Mayor

By: \_\_\_\_\_  
Michael J. Mornson, City Manager



**SUPPORT FOR ENVIRONMENTAL CLEANUP GRANT APPLICATION FOR VISTA 44**

**Proposed Action**

Staff recommends adoption of the following motion: Move to approve Resolution 2022-038 supporting the Vista 44 LLC application for a Hennepin County Environmental Response Fund grant.

**Overview**

In December 2019, Beacon Interfaith Housing Collaborative received land use entitlements for development of a 51-unit apartment building, located on 1<sup>st</sup> Street South between 12<sup>th</sup> and 13<sup>th</sup> Avenues South and known as Vista 44.

As part of the development of the project, the City of Hopkins supported grant applications for environmental cleanup to the Minnesota Department of Employment and Economic Development (DEED), the Metropolitan Council, and Hennepin County. Contaminated soils were found on the property which must be remediated before development can begin. The City was awarded a \$172,300 grant from the Metropolitan Council and the developer was awarded a \$25,000 grant from Hennepin County for contamination cleanup.

The Minnesota Pollution Control Agency standards have a new requirement for a soil vapor mitigation system. Beacon, doing business as Vista 44 LLC, is seeking a Environmental Response Fund (ERF) grant in the amount of \$101,500 from the Hennepin County Environmental and Energy Department to help pay for these costs.

Developers may apply directly to Hennepin County for ERF grants, with a resolution of support from the City. If approved, Vista 44 LLC would enter into a grant agreement with Hennepin County. There would be no financial obligation or staff involvement from the City with administration of this grant.

**Supporting Information**

- Resolution 2022-038

\_\_\_\_\_  
Jan Youngquist, AICP  
Community Development Coordinator

Financial Impact: \$ ____ 0 ____ Budgeted: Y/N ____ Source: _____ Related Documents (CIP, ERP, etc.): _____
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**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2022-038**

**RESOLUTION SUPPORTING THE VISTA 44 LLC APPLICATION FOR A HENNEPIN  
COUNTY ENVIRONMENTAL RESPONSE FUND GRANT**

WHEREAS the City of Hopkins, in 2019, approved the Vista 44 multifamily development project within the City located on 1<sup>st</sup> Street South between 12<sup>th</sup> and 13<sup>th</sup> Avenues North; and

WHEREAS the City of Hopkins has acknowledged a contamination cleanup project on the site; and

WHEREAS the City of Hopkins was awarded a Tax Base Revitalization Account grant from the Metropolitan Council in 2020 to assist in contamination cleanup of the site to facilitate the development; and

WHEREAS the City of Hopkins supported the developer's 2020 application for an Environmental Response Fund grant from the Hennepin County Environmental and Energy Department, which resulted in a grant award; and

WHEREAS the City of Hopkins recognizes that additional cleanup funds are required for a soil vapor mitigation system.

THEREFORE BE IT RESOLVED that, the City Council of Hopkins approves the Environmental Response Fund grant application to the Hennepin County Environment and Energy Department that was submitted on May 2, 2022 by Vista 44 LLC.

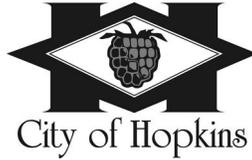
Adopted this 17<sup>th</sup> day of May, 2022.

By: \_\_\_\_\_

Patrick Hanlon, Mayor

ATTEST:

\_\_\_\_\_  
Amy Domeier, City Clerk



May 17, 2022

Council Report 2021-048

**ORDER FEASIBILITY REPORT  
2023 STREET AND UTILITY IMPROVEMENTS  
CITY PROJECT 2022-010**

**Proposed Action**

Staff recommends the following motion: Adopt Resolution 2021-036 ordering the preparation of a feasibility report for the 2023 Street and Utility Improvements and authorizing Mayor and City Manager to enter into an agreement with Bolton & Menk, Inc. to prepare the report.

This action is the first step in the process of improving selected streets in 2023 and assessing abutting properties per City assessment policy. A petition to improve any of the proposed streets has not been submitted to the City.

**Overview**

The 2022 - 2026 CIP identifies street and utility improvements for the year 2023. 12<sup>th</sup> Avenue N from Mainstreet to 1<sup>st</sup> Street N, 14<sup>th</sup> Avenue N from Mainstreet to 2<sup>nd</sup> Street N, 15<sup>th</sup> Avenue N from Mainstreet to 2<sup>nd</sup> Street N, 16<sup>th</sup> Avenue N from Mainstreet to 1<sup>st</sup> Street N and 2<sup>nd</sup> Street N to 3<sup>rd</sup> Street N, and 2<sup>nd</sup> Street N from 14<sup>th</sup> Avenue N to 15<sup>th</sup> Avenue N. This area was identified and discussed in the Council Work Session on April 12, 2022.

The first step in proceeding with the project is ordering a feasibility report. Staff has selected a qualified consultant to undertake topographic survey work, geotechnical evaluation, a benefit appraisal report, and the preliminary engineering report. The cost of these services is \$254,250. Final design and construction observation services will be negotiated separately after the feasibility report phase and the Council's ordering of the improvement project.

**Primary Issues to Consider**

- Project background
- Consultant Selection and Fees
- Project schedule

**Supporting Information**

- Consultant Proposal
- Project Location Map
- Resolution 2022-036



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Eric Klingbeil, P.E., City Engineer

Financial Impact: \$ 254,250 Budgeted: Y/N Y Source: Utility Funds, PIR Funds, Special Assessments  
Related Documents (CIP, ERP, etc.): CIP

Notes:

### **Analysis of Issues**

- **Project background**

The condition of the street segments selected for improvement is generally categorized as poor by the City's Pavement Management Program. In addition, public utilities in the project area are nearing the end of their lifecycle.

The amount budgeted for this project in the current CIP is \$6,493,000. Early project cost estimates are tracking within the CIP budget, but currently construction material pricing is experiencing considerable volatility which has the potential to impact construction bid prices in the future. We will continue to track material pricing and will take material pricing into design considerations.

- **Selection of consultant/proposed fees**

Staff solicited a proposal from Bolton & Menk, Inc. This firm has provided exemplary service on many past City projects. Staff believes the value of a quality consultant with considerable Hopkins experience and a proven track record is important to a successful project. Their close interaction with residents on past projects has been a key component for success, and a major factor in the selection of this firm.

The proposed fee of \$254,250 includes costs for preliminary design, private utility coordination including UAV photography, geotechnical investigations, benefit appraisals, and analysis of current bicycle and pedestrian facilities. The cost compares favorably with comparable projects in other communities and fees charged by other consultants.

- **Project schedule**

The feasibility report is tentatively scheduled to be presented to Council at the October 4, 2022 meeting. This puts us on a schedule to advertise for bids in January 2023, which should help secure competitive bids for the project. Construction is anticipated to begin in the spring of 2023 and be completed in the fall of 2023.

As in the past, the staff will conduct multi-step public outreach including notification to residents of the project and survey work to be done, public information meetings utilizing a hybrid in-person and online approach, and the accompanying public process for assessments under the 429 statute.

**CITY OF HOPKINS**  
**HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2022-036**

**RESOLUTION ORDERING THE PREPARATION OF A FEASIBILITY REPORT  
FOR 2023 STREET AND UTILITY IMPROVEMENTS  
CITY PROJECT 2022-010**

**WHEREAS**, the following streets are in need of reconstruction: 12<sup>th</sup> Avenue N from Mainstreet to 1<sup>st</sup> Street N, 14<sup>th</sup> Avenue N from Mainstreet to 2<sup>nd</sup> Street N, 15<sup>th</sup> Avenue N from Mainstreet to 2<sup>nd</sup> Street N, 16<sup>th</sup> Avenue N from Mainstreet to 1<sup>st</sup> Street N and 2<sup>nd</sup> Street N to 3<sup>rd</sup> Street N, and 2<sup>nd</sup> Street N from 14<sup>th</sup> Avenue N to 15<sup>th</sup> Avenue N.

**WHEREAS**, City staff is requesting that these streets be upgraded under the City's assessment policy even though no petition for the upgrade has been submitted; and

**WHEREAS**, the first step in the assessment procedure is the ordering of a feasibility report.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hopkins, Minnesota, that the proposed improvements be referred to the firm Bolton and Menk, Inc. for study and that they be instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted by the City Council of the City of Hopkins, Minnesota, this 17<sup>th</sup> day of May, 2022.

\_\_\_\_\_  
Patrick Hanlon, Mayor

ATTEST:

\_\_\_\_\_  
Amy Domeier, City Clerk



**BOLTON  
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue  
Burnsville, MN 55337-1649

Ph: (952) 890-0509  
Fax: (952) 890-8065  
Bolton-Menk.com

May 10, 2022

Mr. Eric Klingbeil, P.E., City Engineer  
City of Hopkins  
1010 1<sup>st</sup> St S  
Hopkins, MN 55343

Re: Proposal for Professional Engineering and Surveying Services  
2023 Street and Utility Improvements – Topographic Survey & Feasibility Study  
City of Hopkins, Minnesota

Mr. Klingbeil:

We are pleased to offer you our proposal for professional engineering and surveying services for the feasibility phase of the City of Hopkins' 2023 Street and Utility Improvements. This proposal is based on our conversation and review of the project area, our knowledge of the project needs based on past experience with similar infrastructure, and an initial review of project area record drawings.

Our proposed fee for the topographic survey and feasibility phase of this project is \$254,250 for 1452 proposed hours of labor and efforts by specialized subconsultants. In addition to our standard topographic survey, preliminary design and feasibility report preparation, and public engagement, the proposed efforts include:

- Geotechnical work by Braun Intertec
- Benefit appraisals by BRKW

This proposal has been prepared in the form of our standard agreement consistent with past projects. In addition to the enclosed standard agreement, Exhibit I details the scope of work to be performed. The schedule presented in Exhibit I illustrates a streamlined schedule consistent with the approach followed by Hopkins on past projects. If you have any questions regarding this proposal or would like to discuss any of its details, please do not hesitate to contact either of us.

We truly appreciate and value our continued working relationship with the City of Hopkins.

Sincerely,

**Bolton & Menk, Inc.**

Nicholas J. Amatuccio, P.E.  
Project Manager

Michael J. Waltman, P.E.  
Principal Engineer  
Burnsville Office Manager

**AGREEMENT FOR PROFESSIONAL SERVICES**

**PRELIMINARY DESIGN PHASE**  
**2023 STREET & UTILITY IMPROVEMENTS**

**CITY OF HOPKINS, MINNESOTA**

This Agreement, made this 17<sup>th</sup> day of May 2022, by and between CITY OF HOPKINS, 1010 1<sup>st</sup> St S, Hopkins, MN 55343, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 12224 Nicollet Avenue, Burnsville, MN 55337, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with the 2023 STREET & UTILITY IMPROVEMENTS and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

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

**SECTION I - CONSULTANT'S SERVICES**

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

**SECTION II - THE CLIENT'S RESPONSIBILITIES**

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all information related to the project in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT. This obligation shall not include information that is classified as private or confidential under the Minnesota Government Data Practices Act (MGDPA), unless access to such information is essential to the CONSULTANT's scope of services, in which case the CLIENT shall establish in writing, and CONSULTANT shall comply with, any conditions governing access to and use of such private or confidential information.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

### SECTION III - COMPENSATION FOR SERVICES

A. FEES.

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

**Schedule of Fees**

<u>Classification</u>	<u>Hourly Rates</u>
Sr. Project Manager – Sr. Principal Engineer/Surveyor	\$155-280/Hour
Sr. Project Manager – Principal Engineer/Surveyor	\$150-225/Hour
Project Manager	\$135-195/Hour
Project/Design Engineer/Planner/Surveyor/Landscape Architect	\$120-190/Hour
Specialist (Nat. Resources; GIS; Traffic; Other)	\$90-150/Hour
Senior Technician (Inc. Survey <sup>1</sup> )	\$110-180/Hour
Technician (Inc. Survey <sup>1</sup> )	\$100-150/Hour
Administrative/Corporate Specialists	\$90-125/Hour
Structural/Electrical/Mechanical/Architect	\$120-\$150/Hour
<b>GPS/Robotic Survey Equipment</b>	<b>No Charge</b>
<b>CAD/Computer Usage</b>	<b>No Charge</b>
<b>Routine Photo Copying/Reproduction</b>	<b>No Charge</b>
<b>Routine Office Supplies</b>	<b>No Charge</b>
<b>Field Supplies/Survey Stakes &amp; Equipment</b>	<b>No Charge</b>
<b>Mileage</b>	<b>No Charge</b>

<sup>1</sup>No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

2. Total cost for the services itemized under Exhibit I, Section A (Basic Services) is estimated to be \$254,250. Itemization of this cost is as shown in the attached DETAILED WORK PLAN and PROJECT FEES tables, attached hereto as Exhibit II.
3. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for the following Direct Expenses when incurred in the performance of the work.
  - a. CLIENT approved outside (facilities not owned by CONSULTANT) computer services.
  - b. CLIENT approved outside professional and technical services.
  - c. Outside reproduction and reprographic charges.
  - d. Expendable field supplies and special field equipment rental.
  - e. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.
4. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
5. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates. Itemized invoices identifying all work completed shall be submitted to the CLIENT by CONSULTANT and paid in the same manner as other claims made to the CLIENT.

## SECTION IV - GENERAL

### A. STANDARD OF CARE

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

### B. CHANGE IN PROJECT SCOPE

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

### C. INDEPENDENT CONTRACTOR

The CONSULTANT shall at times be deemed an independent contractor. The CONSULTANT is not to be deemed an employee or agent of the CLIENT and has no authority to make any binding commitments or obligations on behalf of the CLIENT except to the extent expressly provided herein. All services provided by the CONSULTANT pursuant to this agreement shall be provide on an independent contractor basis not as an employee of the CLIENT for any purpose including, but not limited to, income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts, and eligibility for employee benefits.

### D. LIMITATION OF LIABILITY

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

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

Nothing contained in this Agreement shall be construed as a limitation on or waiver of any immunities or limitations on liability otherwise available to the CLIENT. 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 entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all

contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

E. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability and excess umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. Prior to commencement of this Agreement, the CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days' prior written notice has been given to the CLIENT, and at least 10 days' prior written notice in the case of non-payment of premium.

F. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

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

costs for project financing should be based upon contracted construction costs with appropriate contingencies.

#### G. CONSTRUCTION SERVICES

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

#### H. USE OF ELECTRONIC/DIGITAL DATA

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

#### I. DATA PRACTICES

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions concerning release of data to requesting party and CONSULTANT will be reimbursed as Additional Services by CLIENT for its reasonable expenses in complying with the request.

J. PERIOD OF AGREEMENT

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

K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within 60 days after date of the CONSULTANT'S itemized invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by the CLIENT for any reason or for convenience by the CLIENT upon seven (7) days written notice. The CONSULTANT may only terminate for non-payment by CLIENT upon CLIENT's failure to cure upon 30 days written notice.

M. CONTINGENT FEE

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

N. NON-DISCRIMINATION

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

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

O. CONTROLLING LAW

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

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.

Q. SURVIVAL

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

R. SEVERABILITY

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

S. AUDIT DISCLOSURE

The CONSULTANT must allow the CLIENT, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the CONSULTANT's books, records, documents, and accounting procedures and practices that are pertinent to all services provided under this Agreement for a minimum of six years from the termination of this Agreement.

[remainder of the page intentionally blank]

**SECTION V - SIGNATURES**

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

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

CLIENT: City of Hopkins, Minnesota

CONSULTANT: Bolton & Menk, Inc.

\_\_\_\_\_



Mike Waltman, P.E., BMI Office Manager

\_\_\_\_\_

5/17/2022

Date

\_\_\_\_\_

Date

## EXHIBIT I

### SCOPE OF WORK: TOPOGRAPHIC SURVEY AND FEASIBILITY STUDY FOR CITY OF HOPKINS, MINNESOTA 2023 STREET AND UTILITY IMPROVEMENTS

#### A. BASIC SERVICES

In accordance with the City of Hopkins Capital Improvements Plan, the City has designated the following streets for construction in 2023:

- Street & Utility Reconstruction
  - 12<sup>th</sup> Avenue N, Mainstreet to 1<sup>st</sup> Street N
  - 14<sup>th</sup> Avenue N, Mainstreet to 2<sup>nd</sup> Street N
  - 15<sup>th</sup> Avenue N, Mainstreet to 2<sup>nd</sup> Street N
  - 16<sup>th</sup> Avenue N, Mainstreet to 1<sup>st</sup> Street N and 2<sup>nd</sup> Street N to 3<sup>rd</sup> Street N
  - 2<sup>nd</sup> Street N, 14<sup>th</sup> Avenue N to 15<sup>th</sup> Avenue N
- Street Resurfacing
  - 9<sup>th</sup> Avenue S, Mainstreet to Excelsior Blvd
  - 10<sup>th</sup> Avenue S, Mainstreet to 1<sup>st</sup> St S
  - 1<sup>st</sup> St S, 8<sup>th</sup> Ave S to 11<sup>th</sup> Ave S

Maps of the project areas are also attached for reference.

Bolton & Menk, Inc. will complete a topographic survey and feasibility study for proposed improvements within the project areas. A description of our proposed services is detailed as follows:

#### **Task 1: Topographic Survey and Mapping**

##### Topographic Survey & Drafting

Bolton & Menk, Inc. will complete a full topographic survey of the existing conditions along all streets within the street and utility reconstruction project area. The survey will be completed within the right-of-way and will include all visible features such as, but not limited to, pavements, curb lines, manholes, catch basins, valves, sidewalks, turf areas, driveways, power poles, trees, gardens, mailboxes, retaining walls, etc. All underground utility information will be located and described per available as-builts, field markings, and private utility map information. Manhole reports will also be completed for located manholes and catch basins. Right-of-way will be illustrated based on found field monumentation and plat information.

A topographic survey of the existing conditions along all streets within the street resurfacing project area will also be completed with a limited scope. The survey will include curb lines, street pavement crown, manholes, catch basins, and valves. A full topographic survey will be completed within the intersection of 9<sup>th</sup> Ave S and 1<sup>st</sup> St S, including sidewalks, pedestrian ramps, and manhole reports.

## **Task 2: Feasibility Study and Report**

In general, the feasibility report will include the assembly of existing conditions, discussion of needs for improvement, preliminary design recommendations and resulting proposed conditions, preliminary estimated costs, and a preliminary assessment roll. A more detailed description of the development of these items is as follows.

### Collection and Review of Record Drawings, Preliminary Street/Utility Recommendations

Bolton & Menk, Inc. will collect record drawings from the City database and review the records for utility age and material. We will also request and utilize pavement maintenance reports, sewer videos and logs, and relevant utility maintenance reports to assist in making recommendations. After review of this information, Bolton & Menk will facilitate a meeting with the City of Hopkins Engineering and Public Works Staff to discuss the existing conditions and receive input from the City's Staff regarding their opinions of any necessary improvements and/or known utility problems. With this information, Bolton & Menk will make recommendations for proposed utility replacements. Recommended utility improvements will be drafted in plan view and documented in the feasibility report as proposed conditions. In consideration of necessary utility replacements, the geotechnical evaluation from Braun Intertec, and our own field review of pavement and curb conditions, Bolton & Menk will also make pavement reconstruction or rehabilitation recommendations based on geotechnical evaluation and underlying utility needs.

### Preliminary Stormwater & Permitting Analysis

Efforts put forth under Task 2 will also include a pipe capacity analysis of the storm sewer within the project area, including further development of the City-wide storm sewer network model, to gauge the need for storm sewer improvements to be completed with the proposed street reconstruction. From these findings, preliminary design of recommended drainage improvements will be developed for the roadway corridors. Research will be conducted to determine if any permanent storm water management features are necessary to meet Nine Mile Creek Watershed District requirements.

### Street Width Evaluation

The width of each road segment will be evaluated with consideration given to the following criteria:

- Adopted City standard street width minimums
- Existing street widths
- Impacts to other features within the ROW including trees, fencing, retaining walls, and landscaping
- Stormwater management requirements related to impervious areas
- The extension of sidewalks and/or trails, specifically along the east side of 14<sup>th</sup> Ave N from 2<sup>nd</sup> St N to 1<sup>st</sup> St N adjacent to Maetzold Field

Bolton & Menk will develop typical section renderings of the proposed street sections for better visualization by the public and decision makers.

### Preliminary Cost Estimating & Assessment Rolls

Bolton & Menk, Inc. will prepare itemized preliminary cost estimates for the proposed improvements throughout the project area. Preliminary estimates will be split by individual City funding sources and individual streets.

Preliminary estimates will be used along with any available plat information to prepare preliminary assessment rolls for the street and utility reconstruction project area based on the adopted City assessment policy, including the following methods as applicable per policy:

- Front footage basis with applicable cap amounts for residential properties
- Benefit Appraisals for Commercial Properties and Apartments with larger assessment amounts
- Unit basis for irregularly shaped lots, flag lots, and condos

Our efforts will include reviewing assessment practices on past projects to apply to some uniquely positioned properties within the project area. A figure will be developed and included in the feasibility report documenting the proposed properties to receive assessments and if easily communicable due to the presence of a consistent cap, assessment amounts shall be displayed on the figure.

Bolton & Menk, Inc. will coordinate with City Staff on all additional sub-project areas that may not be within the project area but will be included under the same construction contract. Consistent with past City projects, the scope of work in these sub-project areas may include but are not limited to spot concrete sidewalk & alley repairs and sanitary sewer lining. Such improvements will be identified by City staff and subsequently included in the preliminary cost estimates.

### Public Engagement & Meetings

As with all public improvement projects, public engagement is a valuable method for gathering information and opinions. Early in the project development process, Bolton & Menk will prepare and distribute a neighborhood questionnaire form. We will review the results of the questionnaires for discussion prior to the neighborhood meeting and include the results in the feasibility report. Bolton & Menk will also distribute invitations to and facilitate two neighborhood meetings for discussion about the project during this project phase:

- The public meeting, which will likely be held after quantification and distribution of preliminary assessment amounts, is anticipated to be held in-person. A virtual presentation of the public meeting could also be posted to the City and/or Bolton & Menk's website for those that do not want to attend an in-person meeting.
- At the first neighborhood meeting, the intended focus of discussion will be:
  - Communicating the proposed improvements to residents
  - Collecting input from residents and business owners to consider as part of the scope of the project (i.e. drainage issues or other infrastructure deficiencies).
  - Communicating the assessment policy and how assessments are to be applied. At future meetings more detail will be provided on example

assessment calculations and payment schedules, however at this meeting focus will more so be on collecting input on items affecting the scope of the improvements and communicating to attendees what to expect in terms of the preliminary proposed project scope.

- At the second neighborhood meeting, the intended focus of discussion will be:
  - Revisiting the proposed improvements, including an overview of elements that may have changed since the first neighborhood meeting based on public input or other rationale.
  - Revisiting the assessment policy and how assessments are to be applied.
  - Providing sample calculations of preliminary assessment amounts and communicating the influences that may impact the assessment amounts before final assessments are determined (as bid unit prices, benefit appraisals, etc.).
  - Fielding resident questions and concerns prior to and in preparation for the public improvement hearing at the City Council Meeting.

Bolton & Menk will prepare and deliver presentations on the proposed improvements and preliminary estimated assessments at two neighborhood meetings and at two City Council meetings – including attendance at the meeting where the public improvement hearing is ordered and at the meeting where the hearing is conducted.

#### Feasibility Report

The results of the feasibility study including descriptions of the existing infrastructure, proposed improvements, estimated costs, preliminary assessment roll, preliminary figures, and proposed project schedule will be detailed in a written report in form and quality similar to the 2022 Street & Utility Improvements feasibility report.

#### **Task 3: Contracted Services By Others**

Soil boring reports and pavement cores prepared by the geotechnical consultant will serve as the basis of our pavement evaluation. Bolton & Menk will secure a geotechnical consultant as part of Task 3 for investigation of site soils and determination of an assumed R-Value. From this geotechnical report, as discussed above in Task 2, Bolton & Menk will develop a preliminary pavement design and typical section. The evaluations of this report will be summarized for inclusion into the final feasibility study. Attached is a proposal from Braun Intertec who will perform geotechnical evaluation of the project site.

Bolton & Menk will contract with BRKW to quantify the estimated benefit to unique properties within the project area. This work will be completed by BRKW as shown and for the properties identified in the attached proposal.

**The following is a preliminary schedule for the 2023 Street & Utility Improvements:**

<b>Council Orders Preparation of Feasibility Report .....</b>	<b>May 17, 2022</b>
Topographic Survey, Collect Existing Condition Data .....	May 31 – July 15, 2022
Geotechnical Evaluation .....	June 16 – July 1, 2022
1 <sup>st</sup> Meeting with City Staff – Discuss Existing Conditions .....	August 1 – August 5, 2022
2 <sup>nd</sup> Meeting with City Staff – Review Proposed Imps.....	August 29 – September 2, 2022
Neighborhood Meeting 1 .....	September 12 – September 15, 2022
<b>Council Set Public Hearing Date/Present Feasibility Report .....</b>	<b>October 4, 2022</b>
Neighborhood Meeting 2 .....	October 24 – 27, 2022
<b>Present Feasibility Report / Conduct Public Hearing / Order Final Plans &amp; Specifications .....</b>	<b>November 1, 2022</b>
Preparation of Final Plans & Specifications .....	November 2, 2022 – January 17, 2023
<b>Approve Final Plans &amp; Specifications / Authorize Advertisement for Bids .....</b>	<b>January 17, 2023</b>
Bid Opening .....	February 10, 2023
<b>Council Sets Public Assessment Hearing Date .....</b>	<b>February 21, 2023</b>
Neighborhood Meeting 3 .....	March 13 – 16, 2023
<b>Council Accepts Bids / Conduct Public Assessment Hearing / Adopt Assessment Roll / Award Bid .....</b>	<b>March 21, 2023</b>
Construction .....	May – October 2023

**B. ADDITIONAL SERVICES**

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

1. Cost of postage for mass mailing (those with greater than 100 recipients).
2. All other services not specifically identified in Section A.



### 2023 Street & Utility Reconstruction Project Area



**Disclaimer:**

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Hopkins is not responsible for any inaccuracies herein contained.





### 2023 Street Resurfacing Project Area



**Disclaimer:**  
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Hopkins is not responsible for any inaccuracies herein contained.



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**BOLTON & MENK**  
Real People. Real Solutions.

**DETAILED WORK PLAN**  
**ESTIMATED PERSON-HOURS**  
**2023 STREET & UTILITY IMPROVEMENTS: PRELIMINARY DESIGN PHASE**  
**CITY OF HOPKINS, MINNESOTA**

5/17/2022

CLIENT: CITY OF HOPKINS, MINNESOTA PROJECT: 2023 STREET & UTILITY IMPROVEMENTS: PRELIMINARY DESIGN PHASE CONSULTANT: BOLTON & MENK, INC.		ESTIMATED PERSON-HOURS												
Task No.	Work Task Description	Principal Engineer	Project Manager	Senior Water Resources Engineer	Project Engineer	Project Communications Specialist	Engineering Technician	Landscape Architect	GIS Specialist	Survey Manager / L.S.	Survey Technician	Survey Crew	Clerical	Totals
<b>1.0</b>	<b>TOPOGRAPHIC SURVEY AND MAPPING</b>													
1.1	Plat Research, GSOC, Calculations/Preparation for Field								8	8	20		16	52
1.2	Set Horizontal and Vertical Control									8	8	40		56
1.3	Topographic Survey - Reconstruction Area									16		220		236
1.4	Topographic Survey - Pavement Rehab Area									4		40		44
1.5	Manhole Inventories & Reports									4	8	40		52
1.6	Data Processing, Drafting, and Mapping								8	20	60			88
<b>SUBTOTAL HOURS: TASK 1</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>60</b>	<b>96</b>	<b>340</b>	<b>16</b>	<b>528</b>
<b>2.0</b>	<b>FEASIBILITY STUDY AND REPORT</b>													
2.1	Review Geotechnical Report and Final Recommendations	4	8											12
2.2	Review/Compile Existing Infrastructure Data (As-builts, Private Utilities, Sewer Videos, etc.)	4	16		8		24							52
2.3	Prepare/Mail Resident Questionnaire and Review Responses	2	16		8								12	38
2.4	Preliminary Pavement Design and Utility Replacement Recommendations	8	20		20									48
2.5	Preliminary Stormwater Analysis and Stormwater Management	8	12	120	20									160
2.6	Prepare Preliminary Cost Estimates	4	24		24		30							82
2.7	Prepare Preliminary Assessment Rolls	6	24						12					42
2.8	Prepare Written Feasibility Report & Figures	16	48		80		120		8				8	280
2.9	Develop & Prepare Typical Sections	2	12		12		8	16						50
2.10	Develop and Manage Project Website		16											40
2.11	Prepare for and Attend Meetings*	36	36		12	12	12						12	120
<b>SUBTOTAL HOURS: TASK 2</b>		<b>90</b>	<b>232</b>	<b>120</b>	<b>184</b>	<b>36</b>	<b>194</b>	<b>16</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>924</b>
<b>TOTAL HOURS</b>		<b>90</b>	<b>232</b>	<b>120</b>	<b>184</b>	<b>36</b>	<b>194</b>	<b>16</b>	<b>36</b>	<b>60</b>	<b>96</b>	<b>340</b>	<b>48</b>	<b>1452</b>

\*Assumed meetings include: 2-project team/staff meetings, 2-neighborhood meetings, 2-City Council meetings

**ESTIMATE OF PROJECT FEES**  
**2023 STREET & UTILITY IMPROVEMENTS: PRELIMINARY DESIGN PHASE**  
**CITY OF HOPKINS, MINNESOTA**

5/17/2022

CLIENT: CITY OF HOPKINS, MINNESOTA PROJECT: 2023 STREET & UTILITY IMPROVEMENTS: PRELIMINARY DESIGN PHASE CONSULTANT: BOLTON & MENK, INC.		PROJECT FEES													
TASK	AVERAGE RATE:	Principal Engineer	Project Manager	Senior Water Resources Engineer	Project Engineer	Project Communications Specialist	Engineering Technician	Landscape Architect	GIS Specialist	Survey Manager / L.S.	Survey Technician	Survey Crew	Clerical	Contracted/ Specialty Services	Total
<b>1.0</b>	<b>TOPOGRAPHIC SURVEY AND MAPPING</b>														
1.1	Plat Research, GSOC, Calculations/Preparation for Field	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040.00	\$1,432.00	\$2,320.00	\$0.00	\$1,552.00	\$0.00	\$6,344.00
1.2	Set Horizontal and Vertical Control	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,432.00	\$928.00	\$6,800.00	\$0.00	\$0.00	\$9,160.00
1.3	Topographic Survey - Reconstruction Area	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,864.00	\$0.00	\$37,400.00	\$0.00	\$0.00	\$40,264.00
1.4	Topographic Survey - Pavement Rehab Area	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$716.00	\$0.00	\$6,800.00	\$0.00	\$0.00	\$7,516.00
1.5	Manhole Inventories & Reports	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$716.00	\$928.00	\$6,800.00	\$0.00	\$0.00	\$8,444.00
1.6	Data Processing, Drafting, and Mapping	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040.00	\$3,580.00	\$6,960.00	\$0.00	\$0.00	\$0.00	\$11,580.00
	<b>SUBTOTAL FEES: TASK 1</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,080.00</b>	<b>\$10,740.00</b>	<b>\$11,136.00</b>	<b>\$57,800.00</b>	<b>\$1,552.00</b>	<b>\$0.00</b>	<b>\$83,308.00</b>
<b>2.0</b>	<b>FEASIBILITY STUDY AND REPORT</b>														
2.1	Review Geotechnical Report and Final Recommendations	\$760.00	\$1,272.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,032.00
2.2	Review/Compile Existing Infrastructure Data (As-builts, Private Utilities, Sewer Videos, etc.)	\$760.00	\$2,544.00	\$0.00	\$1,136.00	\$0.00	\$2,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,320.00
2.3	Prepare/Mail Resident Questionnaire and Review Responses	\$380.00	\$2,544.00	\$0.00	\$1,136.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,164.00	\$0.00	\$5,224.00
2.4	Preliminary Pavement Design and Utility Replacement Recommendations	\$1,520.00	\$3,180.00	\$0.00	\$2,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,540.00
2.5	Preliminary Stormwater Analysis and Stormwater Management	\$1,520.00	\$1,908.00	\$22,200.00	\$2,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,468.00
2.6	Prepare Preliminary Cost Estimates	\$760.00	\$3,816.00	\$0.00	\$3,408.00	\$0.00	\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,584.00
2.7	Prepare Preliminary Assessment Rolls	\$1,140.00	\$3,816.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,516.00
2.8	Prepare Written Feasibility Report & Figures	\$3,040.00	\$7,632.00	\$0.00	\$11,360.00	\$0.00	\$14,400.00	\$0.00	\$1,040.00	\$0.00	\$0.00	\$0.00	\$776.00	\$0.00	\$38,248.00
2.9	Develop & Prepare Typical Sections	\$380.00	\$1,908.00	\$0.00	\$1,704.00	\$0.00	\$960.00	\$2,272.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,224.00
2.10	Develop and Manage Project Website	\$0.00	\$2,544.00	\$0.00	\$0.00	\$2,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,064.00
2.11	Prepare for and Attend Meetings*	\$6,840.00	\$5,724.00	\$0.00	\$1,704.00	\$1,260.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,164.00	\$0.00	\$18,132.00
	<b>SUBTOTAL FEES: TASK 2</b>	<b>\$17,100.00</b>	<b>\$36,888.00</b>	<b>\$22,200.00</b>	<b>\$26,128.00</b>	<b>\$3,780.00</b>	<b>\$23,280.00</b>	<b>\$2,272.00</b>	<b>\$2,600.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,104.00</b>	<b>\$0.00</b>	<b>\$137,352.00</b>
<b>3.0</b>	<b>CONTRACTED SERVICES BY OTHERS</b>														
3.1	Geotechnical Engineering by Braun Intertec													\$11,590.00	\$11,590.00
3.2	Benefit Appraisals by BRKW													\$22,000.00	\$22,000.00
	<b>SUBTOTAL FEES: TASK 3</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$33,590.00</b>	<b>\$33,590.00</b>
	<b>TOTAL FEES</b>	<b>\$17,100.00</b>	<b>\$36,888.00</b>	<b>\$22,200.00</b>	<b>\$26,128.00</b>	<b>\$3,780.00</b>	<b>\$23,280.00</b>	<b>\$2,272.00</b>	<b>\$4,680.00</b>	<b>\$10,740.00</b>	<b>\$11,136.00</b>	<b>\$57,800.00</b>	<b>\$4,656.00</b>	<b>\$33,590.00</b>	<b>\$254,250.00</b>

\*Assumed meetings include: 2-project team/staff meetings, 2-neighborhood meetings, 2-City Council meetings



**Braun Intertec Corporation**  
11001 Hampshire Avenue S  
Minneapolis, MN 55438

Phone: 952.995.2000  
Fax: 952.995.2020  
Web: braunintertec.com

May 5, 2022

Proposal QTB157838

Nick Amatuccio, PE  
Bolton & Menk, Inc.  
12224 Nicollet Avenue  
Burnsville, MN 55337

Re: Proposal for a Geotechnical Evaluation  
City of Hopkins 2023 Street and Utility Improvement Project  
Hopkins, Minnesota

Dear Mr. Amatuccio:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the 2023 Street and Utility Improvement project for various streets throughout the city of Hopkins, Minnesota.

### **Project Information**

Per your email request on April 22, 2022, we understand the proposed project will include the reconstruction and reclamation of various streets and utilities in Hopkins, Minnesota. Figure 1 specifies the areas of reconstruction of streets and underground utilities in solid blue (reconstruction areas). Figure 2 specifies areas of reclamation or mill and overlay of various streets in dashed blue (rehabilitation areas).

Figure 1: Streets Proposed for Reconstruction in 2023 Street Improvement



Figure 1 provided by Bolton & Menk, Inc. dated April 22, 2022



## **Purpose**

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of City of Hopkins 2023 Street and Utility Improvement Project.

## **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, it appears that the site is accessible to a truck-mounted drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

## **Staking**

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project or give us contact information for the consultant that might have such information.

## **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.

## **Traffic Control**

Based on the locations of the projects and apparent nature of the traffic, we have not budgeted for traffic control beyond warning signs for our work area. We will need to revise our proposal if more extensive traffic control measures appear to be required based on conditions encountered at the site.

**Pavement Coring and Hand Auger Borings – Rehabilitation Areas**

In reference to Figure 2, we propose to extract six pavement cores (one per block east-west; one on each north-south street) at exploration locations selected by a Braun Intertec engineer after a review of pavement surface conditions. We will use the cores to help characterize the in-place pavement thicknesses and will examine them for any material deficiencies.

After extracting each pavement core, we propose to perform one hand auger boring in each core location. The six 3-foot borings will help characterize the in-place aggregate base and subgrade materials for design and construction suitability.

**Penetration Test Borings – Reconstruction Areas**

We propose to drill eleven (11) standard penetration test (SPT) borings (one per 500’ of proposed reconstruct) for the project. Table 1 provides a summary of the proposed boring locations and depths. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

**Table 1. Summary of Proposed Borings**

Location	Rig Type	Quantity	Depth (feet)
16 <sup>th</sup> Ave N	Truck	4	14 ½
15 <sup>th</sup> Ave N 2 <sup>nd</sup> St S 14 <sup>th</sup> Ave N		4	14 ½
15 <sup>th</sup> Ave N & 2 <sup>nd</sup> St S 14 <sup>th</sup> Ave N & 1 <sup>st</sup> St N		2	20
12 <sup>th</sup> Ave N		1	20
<b>Total</b>		11	176

At each boring location, we will record the thickness of the existing bituminous surfacing and aggregate base when visually observed. If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

### **MDH Sealing Record**

We are planning the deepest borings to be at least 15 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the Minnesota Department of Health (MDH) Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent).

### **Borehole/Core Abandonment**

We will backfill our exploration locations immediately after completing the drilling or pavement coring at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 60 linear feet of boring with grout.

Upon backfilling, we will fill holes in pavements with a temporary cold-mix bituminous patch.

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

### **Sample Review and Laboratory Testing**

We will return recovered boring samples and cores to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 11 moisture content tests, 4 mechanical analyses (through a #200 sieve only), and 1 organic content test. We will adjust the actual number and type of tests based on the results of our borings and cores

### **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 structure and pavement design and performance.

## **Report**

We will prepare a report including:

- A CAD 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 pavement design and performance.
- Discussion and recommendation on milling versus reclamation for the rehabilitation project.
- Recommendations for preparing pavement and utility subgrades, and the selection, placement and compaction of excavation backfill and other fills, including potential subcuts.
- Recommendations of the pavement and utility design and reconstruction.

We will only submit an electronic copy of our report to you.

## **Schedule**

We anticipate performing our work according to the following schedule:

- Drill rig mobilization – scheduled for June 16-17
- Field exploration – anticipated 2 days on site to complete the work
- Coring and pavement field evaluation – mid-June 2022.
- Classification and laboratory testing – within 1 week after completion of field exploration.
- Preliminary results – within 1 week after completion of field exploration.
- Draft report submittal – within about 2 weeks of field exploration.
- Final report submittal – within 1 week of receiving comments on the draft report.

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.

## Fees

We will furnish the services described in this proposal for a lump sum fee of **\$11,590**.  
Table 2 provides a breakdown of the proposed fees.

**Table 2. Proposed Fee Breakdown**

Service	Fee
Staking and Utility Clearance	\$1,020
Drilling	5,440
Pavement Coring and Hand Auger Borings	1,480
Laboratory Testing	620
Coordination, Engineering Analysis, and Report	3,030
<b>Total</b>	<b>\$11,590</b>

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 assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We will provide our services under the terms of the Master Subconsultant Agreement for Professional Services dated January 1, 2017 between Bolton & Menk, Inc. and Braun Interotec Corporation.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Carter Reber at 507.298.0548 or Neil Lund at 952.995.2284

Sincerely,

BRAUN INTERTEC CORPORATION



Carter Reber, EIT  
Staff Engineer



Neil Lund, PE  
Technical Manager, Senior Engineer

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

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**Authorizer's Firm**

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**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**

May 6, 2022

Nick Amatuccio, P.E.  
Senior Project Engineer  
Bolton & Menk, Inc.  
12224 Nicollet Avenue  
Burnsville, MN 55337-1649

Re: Proposal for Appraisal Services – Special Benefits Valuation  
City of Hopkins, MN 2023 Street & Utility Improvements Project  
Project Location: Between 12<sup>th</sup> and 16<sup>th</sup> Avenues N., north of Mainstreet

Dear Mr. Amatuccio:

By way of this letter, I am submitting a proposal for BRKW Appraisals, Inc. to provide Bolton & Menk, Inc., on behalf of its client, the City of Hopkins, Minnesota with a special benefits appraisal pertaining to the above referenced proposed improvement project. You have indicated that the proposed improvements for this project are similar to those completed in previous Hopkins street/utility projects and include street reconstruction (new pavement and base) along with new adjoining curb, sidewalks and underlying utilities (watermain, sanitary sewer and storm sewer).

### **Purpose/Intended Use/Intended Users**

The purpose of the appraisal is to provide an opinion of the increase in market value, if any, accruing to 18 subject properties in the project area as a result of the proposed street and utility improvement project. The intended use of the appraisal is for assisting City of Hopkins officials in determining what level of special assessments levied to the subject properties in the project area can be sustained by at least an equal amount of property value increase due to the project. The intended users are Bolton & Menk, Inc., which would be the client of the appraisal assignment, and officials of the City of Hopkins, which is a client of Bolton & Menk, Inc.

### **Subject Properties**

Shown on the following page is a table identifying the 18 subject properties to be included in the appraisal, based on a project map you provided me when requesting this proposal.

**Subject Property List**

<u>Property</u>	<u>Fee Owner</u>	<u>PID #</u>	<u>Address</u>	<u>Property Type</u>	<u>Land Area (ac.)</u>
1	Bartholomew M. Jordano Trust	2411722320056	1617 Mainstreet	Commercial	0.27
2	Mainstreet Foundation	2411722320055	1609 Mainstreet	Commercial	0.26
3	Mobarta Homes LLC	2411722320054	1605 Mainstreet	Commercial	0.13
4	Han-San & Ming-Tzu Lee	2411722320053	1601 Mainstreet	Commercial	0.13
5	Susan M. Gallucci	2411722320077	1521 Mainstreet	House with therapist ofc./use	0.14
6	Laurel Lynn Lungstrom Trust	2411722320076	1515 Mainstreet	House with commercial use	0.13
7	Lunacamp LLC	2411722320075	1513 Mainstreet	House with comcl. zoning	0.14
8	J & L Kinney	2411722320074	1505 Mainstreet	Commercial	0.39
9	Zeller Assets LLC	2411722320101	1421 Mainstreet	Commercial	0.18
10	Felix Properties LLC	2411722320100	1413 Mainstreet	Commercial	0.20
		2411722320099	1409 Mainstreet		0.13
		Total - Property 10			0.33
11	Premium Midwest Props LLC	2411722320098	1405 Mainstreet	Commercial	0.13
		2411722320097	1401 Mainstreet		0.13
		Total - Property 11			0.26
12	Pamela Colby Brettingen	2411722310136	1213 Mainstreet	House with commercial use	0.16
13	Slingshot Enterprises LLC	2411722310135	1209 Mainstreet	Commercial	0.18
14	Westgate 15750 Venture LLC	2411722310059	1201 Mainstreet	Commercial	0.27
15	U.S. West Communications Inc.	2411722310148	10 11th Ave. N.	Commercial	0.78
16	6224 Equities LLC	2411722310062	1221 Mainstreet	Apartments	0.18
17	Community Hsg. Dev. Corp	2411722320138	27 14th Ave. N.	Apartments and townhomes	5.28
18	Goldcrest LLC	2411722310055	34 12th Ave N	Apartments	0.85

## Multiple Tax Parcel Properties

As shown in the Subject Property List on the preceding page, two of the 18 identified subject properties each comprise two adjoining tax parcels under common ownership and/or use. To conform with proper appraisal methodology, especially as it pertains to the analysis and conclusion of highest and best use, the appraiser must consider the “Larger Parcel,” where applicable, and not limit the analysis to just one tax parcel, unless there is a separate and distinct highest and best use for the one tax parcel relative to adjoining, commonly-owned or commonly-used parcel(s).

This requirement holds true even if the City does not intend to assess all of the tax parcels in a multiple-parcel property due to their lack of direct frontage on the street to be improved.

The three criteria defining the Larger Parcel are groups of parcels which have 1) unity of ownership or control, 2) unity of location (typically, contiguity), and 3) unity of use (i.e., the parcels have the same current use or have the same highest and best use). The subject properties, as shown in the Subject Property List, are identified and grouped into larger parcels, where applicable, based on these criteria.

Discussed below are the two subject property situations in which a Larger Parcel analysis was required, and conclusions have been made, relative to which parcels should constitute the properties to be appraised for special benefits purposes:

- **Property 10** comprises two adjoining, commonly owned tax parcels which together contain an auto service facility. The west parcel contains an auto service building and part of a parking lot serving the building; the east parcel contains the balance of the parking lot serving the building on the west parcel. The two parcels clearly function as one property supporting the existing use, and thus they are appraised as one property for special benefits purposes.
- **Property 11** comprises two adjoining, commonly owned tax parcels which together contain a dental office facility. The east parcel contains the large majority of a dental office building; the west parcel contains a small portion of the dental office building and the parking lot serving the dental office building. The two parcels clearly function as one property supporting the existing use, and thus they are appraised as one property for special benefits purposes.

For each of Properties 10 and 11, any special benefit concluded for the overall property will be allocated between its two tax parcels on a pro-rata basis, relative to their share of the total land area of the overall property.

## Scope of Work

The special benefits appraisal will be based on a before-and-after valuation methodology. This involves developing an opinion of the market value of each subject property as it exists before the proposed street/utility improvements, and also concluding an opinion of the market value of the property assuming the improvements are completed. The difference between the before and after values reflects an opinion of special benefit to the property resulting from the street/utility improvement project.

All of the subject properties in the project area contain buildings and supporting site improvements. However, since the value benefits of street, utility and similar public improvement projects accrue to the land, rather than to the buildings of individual properties, **the valuation in all cases will involve the land component of the subject properties only.**

The land components of the subject properties will be valued, in both the before and after street/utility improvements positions, by applying the Sales Comparison Approach, which involves comparison of recently sold, reasonably similar land parcels to the subject land. Adjustments to the sale prices of the comparable sales are made for value-related differences between the comparables and the subject. The result is an indication of what the subject land, for each subject property, would sell for if offered on the market, before and after the improvements.

## Report Type

One appraisal report will be prepared addressing the special benefits valuation of all 18 subject properties. An opinion of special benefit will be provided for each property. The appraisal will be presented in a **Restricted Appraisal Report** format, which meets the minimum requirements of content that must be contained in an appraisal report as mandated by the Uniform Standards of Professional Appraisal Practice (USPAP).

In a Restricted Appraisal Report format, the focus is on stating the main points and conclusions of the appraisal process, rather than discussing in detail the properties and illustrating the valuation methodology used in arriving at the appraiser's value opinions. The appraisal process and its results are presented in a very brief manner, with significant supporting data, notes and analyses retained in the office work file of the appraiser.

The primary function of the Restricted Appraisal Report connected to this valuation assignment is to communicate to the client whether proposed or contemplated property assessments in accordance with the City special assessment policy can be sustained by at least an equal increase in the market value of the property as a result of the proposed improvement project; the primary function of the reports is not to document and prove within the report how the conclusion of any market value increase was reached.

The Restricted Appraisal Report will contain, for each subject property, an opinion of the special benefit, if any, resulting from the improvement project. The report will provide commentary on the various factors and circumstances influencing the final conclusions of benefit to the properties. The valuation methodology used to develop the opinions of special benefit will be described in a summarized manner. However, the report, due to its brevity, will not present comparable sale data or adjustment grids used to arrive at the value opinions.

Assuming that the appraisal is to be used internally by city officials only (for the purposes of determining the increase in property market value relative to proposed or contemplated assessments), the Restricted Appraisal Report format should sufficiently serve the intended use and at the same time provide significant economies pertaining to the time spent writing the report versus completing the analysis and valuation. These economies are reflected in the proposed appraisal fee. **Given the brevity of the Restricted Appraisal Report format, it is restricted for use and designed to be read by the intended users only** (in this case officials of the client Bolton & Menk, Inc. and officials of its client, the City of Hopkins), since others not substantially familiar with the properties, project and/or valuation process may not fully understand the report without the supporting information retained in the appraisal work file.

To clarify the intent, limitations, and allowances of the Restricted Appraisal Report, it is appropriate for use within the immediate intended user base (officials/staff of Bolton & Menk, Inc. and the City of Hopkins); it is not appropriate for dissemination to other groups beyond the intended user base, such as the public, via City Council meetings and/or Council packets posted on the city website. On the other hand, there is nothing inappropriate about the intended users quoting the conclusions of the appraisal report to others, including the stated opinions of special benefit, as long as the appraisal report itself is not presented for viewing by those beyond the intended user base, since the data and analysis supporting the opinions of special benefit is not included in the report.

Should any one or more property owners subsequently appeal a special assessment related to the project, at that point our firm would be able to follow up with a more comprehensive, detailed report, presented in an Appraisal Report format, addressing an individual property, with sufficient data and documentation such that the report could be used for settling the appeal or trying it in court. Additional appraisal fees and time would be necessary for our firm to provide such an expanded, individual property report for an appeal.

### **Proposed Appraisal Fee**

Based on the anticipated scope of work involved in completing this assignment, I propose the following appraisal fee: **\$22,000**.

### **Completion Date**

The appraisal report will be completed by **August 31, 2022**.

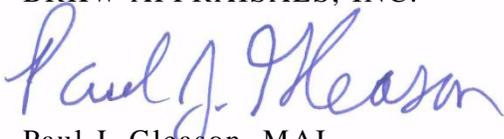
**Deliverables**

A high-quality, full-color electronic copy of the appraisal report, in .pdf format, will be emailed to you upon completion of the assignment. Should the need or desire arise for one or more hard copies of the report as well, our firm could print, bind and mail to you such hard copies, upon your request, with sufficient advance notice.

Thank you, Mr. Amatuccio, for the opportunity to submit this proposal. Please contact me at 651-646-6114, 612-229-9818 (direct line) or [pgleason@brkw.com](mailto:pgleason@brkw.com) with any questions or comments you may have.

Sincerely,

BRKW APPRAISALS, INC.



Paul J. Gleason, MAI

Principal

Certified General Real Property Appraiser

MN License No. 4003073