

**HOPKINS CITY COUNCIL  
SPECIAL MEETING AGENDA  
Monday, March 16, 2026  
6:30 pm**

**Schedule:** Special HRA Meeting at 6:30 p.m.

**I. CALL TO ORDER**

**II. ADOPT AGENDA**

**III. PRESENTATIONS**

1. Introduction and Oath of Office for Police Officer; Johnson/Domeier
2. Introduction and Oath of Office for Firefighters; Wenshau/Domeier
3. Proclamation Celebrating Arab American Heritage Month; Baker

**IV. CONSENT AGENDA**

1. Approval of Minutes of March 3, 2026, Regular Meeting Proceedings; Domeier
2. Approval of Minutes of March 3, 2026, Closed Meeting Proceedings; Casella
3. Approval of Temporary Liquor License for Minnesota Food Truck Association; Domeier
4. Approval of Consultant Contract between the City of Hopkins and Alta Planning + Design, Inc. to Implement the Safe Streets and Roads for All (SS4A) Grant; Gallagher
5. Approval of the Shared Bike and Scooter Program License Agreement between the City of Hopkins and Neutron Holdings, Inc. dba Lime; Gallagher
6. Accept the City Manager Annual Performance Review Summary; Casella
7. Resolution Supporting Application to Hennepin County's Business District Initiative Grant Program; Gallagher

**V. PUBLIC HEARINGS**

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

1. Resolutions Accepting Bids and Awarding Contract for Central Park Improvements – City Project PR00-003; Pavek/Krzos

**VIII. PUBLIC COMMENT**

**IX. ANNOUNCEMENTS**

- Next City Council Regular Meetings: Tuesday, April 7 and Tuesday, April 21 at 6:30 p.m.

**X. ADJOURN**



**CITY OF HOPKINS**

**Police Department  
Administration Department**

## **Memorandum**

To: Honorable Mayor and Council Members  
Mike Mornson, City Manager

From: Brent Johnson, Police Chief  
Amy Domeier, City Clerk

Date: March 16, 2026

Subject: Introduction and Oath of Office for Police Officer

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### **PURPOSE**

Introduction of new police officer and oath ceremony.

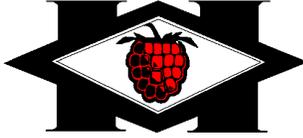
### **INFORMATION**

Police Chief Johnson will introduce Hopkins Police Officer Marvin Williams. Following Mr. Johnson's presentation, City Clerk Domeier will issue the Oath of Office.

Together we will thank Marvin for maintaining our commitment to excellence to Inspire, Educate, Involve and Communicate.

### **FUTURE ACTION**

N/A



**CITY OF HOPKINS**

**Fire Department  
Administration Department**

## **Memorandum**

To: Honorable Mayor and Council Members  
Mike Mornson, City Manager

From: Mike Wenshau, Fire Chief  
Amy Domeier, City Clerk

Date: March 16, 2026

Subject: Introduction and Oath of Office for Firefighters

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### **PURPOSE**

Introduction of new firefighters and oath ceremony.

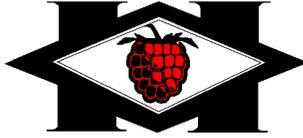
### **INFORMATION**

Fire Chief Wenshau will introduce Hopkins Firefighters Dan Murray, Ryan McGuire, and Zack Wood. Following the presentation, City Clerk Domeier will issue the Oath of Office.

Together we will thank Dan, Ryan, and Zack for maintaining our commitment to excellence to Inspire, Educate, Involve and Communicate.

### **FUTURE ACTION**

N/A



Administration

CITY OF HOPKINS

## City Council Report 2026-031

To: Honorable Mayor and Council Members  
Mike Mornson, City Manager

From: David Baker, Program Specialist

Date: March 16, 2026

Subject: Proclamation Celebrating Arab American Heritage Month

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### **RECOMMENDED ACTION**

**MOTION TO** Adopt a Proclamation celebrating April as Arab American Heritage Month in Hopkins.

### **OVERVIEW**

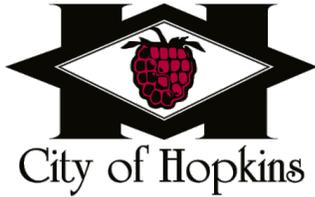
Arab American Heritage Month (AAHM) is a celebration in recognition of Americans who can trace their heritage to more than twenty countries across the Middle East and North Africa. 2026 is the sixth year it has been officially recognized.

AAHM lifts up the legacy of Arab Americans who have contributed greatly to the growth and prosperity of our community and country and who have played important roles in the social, economic, cultural, scientific, and civic fabric of all of our lives.

Tonight, Hopkins staff wishes to celebrate Arab American Heritage Month and further solidify our city's reputation as a place that is welcoming and inclusive of everyone.

### **SUPPORTING INFORMATION**

- Proclamation Celebrating April as Arab American Heritage Month



## **A Proclamation Celebrating Arab American Heritage Month**

**WHEREAS**, the City of Hopkins is committed to recognizing and celebrating the diverse cultures, histories, and contributions that enrich our community; and

**WHEREAS**, Arab Americans have made significant contributions to the social, economic, cultural, scientific, and civic life of the United States, including in the fields of business, education, medicine, public service, arts, and technology; and

**WHEREAS**, Arab Americans trace their heritage to more than twenty countries across the Middle East and North Africa and represent a vibrant and diverse community of cultures, languages, and traditions; and

**WHEREAS**, Arab Americans have contributed greatly to the growth and prosperity of communities throughout Minnesota and the nation, strengthening our shared values of innovation, family, education, entrepreneurship, and civic engagement; and

**WHEREAS**, Arab American Heritage Month provides an opportunity to celebrate the rich history, culture, and achievements of Arab Americans while also fostering greater understanding, respect, and unity among all residents; and

**NOW THEREFORE**, I, Patrick Hanlon, Mayor of the City of Hopkins in the State of Minnesota, along with my fellow Council Members, recognize, adopt, and proclaim April as a celebration of Arab American Heritage Month and invite all residents to help build a an inclusive, welcoming, and vibrant community for everyone.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Hopkins, Minnesota to be affixed this 16<sup>th</sup> day of March in the year 2026.

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Patrick Hanlon, Mayor

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
MARCH 3, 2026**

**CALL TO ORDER**

Pursuant to due call and notice thereof a regular meeting of the Hopkins City Council was held on Tuesday, March 3, 2026, 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 Garrido, Goodlund, Hunke and Kuznia attending. Others attending included City Manager Mornson, Assistant City Manager Casella, City Clerk Domeier, Director of Planning and Development Elverum, City Engineer Klingbeil, and Sustainability Specialist Larson,

**ADOPT AGENDA**

**Motion** by Kuznia. **Second** by Goodlund.

**Motion** to Adopt the Agenda.

**Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia**  
**Nays: None. Motion carried.**

**PRESENTATIONS**

**III.1. Proclamation Celebrating March as Women’s History Month in Hopkins; Casella**

Sustainability Specialist Larson summarized City Council Report 2026-025.

**Motion** by Garrido. **Second** by Hunke.

**Motion** to Adopt the Proclamation Celebrating March as Women’s History Month.

**Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia**  
**Nays: None. Motion carried.**

**CONSENT AGENDA**

**Motion** by Hunke. **Second** by Garrido.

**Motion** to Approve the Consent Agenda.

1. Approval of Minutes of February 17, 2026, Regular Meeting Proceedings; Domeier
2. Approval of Extension of On-Sale Liquor License for LTD Brewing LLC DBA LTD Brewing Co.; Domeier
3. Approval of Temporary Liquor License for LTD Brewing LLC DBA LTD Brewing Co.; Domeier
4. Approval of Temporary Liquor License for American Legion 320 DBA John Wilbur Moore Post; Domeier
5. Approval of Appointments to the Hopkins Public Art Advisory Committee; Needham
6. Ratify Checks Issued in February, 2026; Bishop

**Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia**  
**Nays: None. Motion carried.**

**HOPKINS CITY COUNCIL  
REGULAR MEETING PROCEEDINGS  
MARCH 3, 2026**

**ANNOUNCEMENTS**

Mayor Hanlon shared the City Council meeting schedule.

**ADJOURNMENT**

There being no further business to come before the City Council, and upon motion by Hunke, second by Goodlund, the meeting was unanimously adjourned at 6:42 p.m.

Respectfully Submitted,



Amy Domeier, City Clerk

**HOPKINS CITY COUNCIL  
CLOSED MEETING PROCEEDINGS  
MARCH 3, 2026**

**CALL TO ORDER**

Pursuant to due call and notice thereof a closed meeting of the Hopkins City Council was held on Tuesday, March 3, 2026, at 7:00 p.m. in the Raspberry Room at City Hall, 1010 1<sup>st</sup> Street South.

Mayor Hanlon called the meeting to order with Council Members Garrido, Goodlund, Hunke and Kuznia attending. Others attending included City Manager Mornson, Assistant City Manager Casella.

**Motion** by Hunke. **Second** by Kuznia.

**Motion** to go into closed session pursuant to Minnesota Statutes, Sections 13D.05, subdivision 3(a), to conduct a closed session pursuant to evaluate the performance of Mike Mornson, City Manager.

**Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia**  
**Nays: None. Motion carried.**

**Motion** by Kuznia. **Second** by Hunke.

**Motion** to out of closed session.

**Ayes: Garrido, Goodlund, Hanlon, Hunke, Kuznia**  
**Nays: None. Motion carried.**

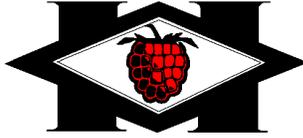
**ADJOURNMENT**

There being no further business to come before the City Council, and upon motion by Garrido, second by Hunke, the meeting was unanimously adjourned at 9:00 p.m.

Respectfully Submitted,



Casey Casella, Assistant City Manager



Administration

CITY OF HOPKINS

## City Council Report 2026-029

To: Honorable Mayor and Council Members  
Mike Mornson, City Manager

From: Amy Domeier, City Clerk

Date: March 16, 2026

Subject: Approval of Temporary Liquor License for Minnesota Food Truck Association

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### RECOMMENDED ACTION

**MOTION TO** Approve the Issuance of a Temporary On-Sale Liquor License to the Minnesota Food Truck Association for their Food Truck Festival scheduled for May 9, 2026.

### OVERVIEW

The Minnesota Food Truck Association has applied for a temporary on-sale liquor license for their food truck event. The liquor service will be 11 a.m. to 9 p.m. Temporary on-sale liquor licenses must be approved by the State of Minnesota, Alcohol & Gambling Enforcement Division.

The applicant meets the requirements set for by State Statute to obtain a temporary liquor license. Staff has reviewed the request to ensure that all requirements and issues concerning liquor compliance and public safety have been met.

### SUPPORTING INFORMATION

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



CITY OF HOPKINS

Planning & Economic  
Development

## City Council Report 2026-033

To: Honorable Mayor and Council Members  
Mike Mornson, City Manager

From: Sam Gallagher, Associate Planner

Date: March 16, 2026

Subject: Approval of Consultant Contract for the Safe Streets and Roads for All Grant

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### RECOMMENDED ACTION

**MOTION TO** approve a consultant contract between the City of Hopkins and Alta Planning + Design, Inc. to implement the Safe Streets and Roads for All (SS4A) grant.

### OVERVIEW

On December 18, 2025, the City of Hopkins entered into an [agreement](#) with the U.S. Department of Transportation Federal Highway Administration for the SS4A grant. In January 2026, the City released a Request for Proposals seeking qualified professional transportation planning and engineering teams to develop a SS4A Plan. With light rail transit starting in 2027, the Plan will address changes in vehicle habits and walking, rolling, and biking patterns across 55.2 miles of roads within the City. The Plan aims to reduce and eliminate roadway fatalities and serious injuries in Hopkins through action plan development and implementation. The Plan will also update the City's [Pedestrian and Bicycle Plan](#) from 2013 and will incorporate a Safe Routes to School Plan to serve as a comprehensive guidebook for multimodal safety improvements in Hopkins.

### Alta Planning + Design Proposal

Alta Planning + Design (Alta) submitted a proposal from its Minneapolis Office to partner with Stantec and Square Loop Planning for the City of Hopkins SS4A Plan. Alta and Stantec are national leaders in safety analysis and design with a particular focus on helping people move around their communities safely, especially the most vulnerable road users. Square Loop Planning is a Minneapolis based Disadvantaged Business Enterprise (DBE) that creates an inclusive process to engage communities through an arts and place-based approach. Alta's extensive experience in bicycle and pedestrian system planning, design guidance, demonstration projects, Safe Routes to School, and data analysis is well positioned to deliver an implementable SS4A Plan in Hopkins.

The Alta team will analyze crash trends, travel patterns and project future travel patterns based on projected development and utilizing Replica data to develop a High Injury Network (HIN) that informs the Plan's engagement approach that will guide city wide transportation safety countermeasure recommendations. Alta will also work with City staff to develop a commitment that addresses local context and needs in Hopkins for maximum impact when bringing forward a Vision Zero Policy resolution. The final SS4A

Plan will center the voice of Hopkins community in setting a clear vision for the future of safety and mobility, including a clear path on implementation with funding sources to implement design and policy recommendations, into one accessible document. Alta will work with the City to develop a tracking system for reporting annual progress on the City's Vision Zero Policy and steps taken to implement recommendations from the Plan.

#### **SUPPORTING INFORMATION**

- [U.S. Department of Transportation Safe Streets and Roads for All webpage](#)
- Proposed Consultant Contract for the Safe Streets and Roads for All Plan

THIS AGREEMENT is made this March 16, 2026 (“Effective Date”) by and between Alta Planning + Design, Inc. a State Company Type with its principal office located at 101 SW Main Street, Suite 2000, Portland, OR 97204 (“Contractor”), and the City of Hopkins, Minnesota, a Minnesota municipal corporation located at 1010 1st Street, Hopkins, MN 55343 (the “City”):

### **RECITALS**

- A. Contractor is engaged in the business of providing Hopkins Safe Streets and Roads for All Plan.
- B. The City desires to hire Contractor to provide services assigned under the Contractor’s statement of work included in its proposal.
- C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested services.
- D. The City desires to engage Contractor to provide the services described in this Agreement and Contractor is willing to provide such services on the terms and conditions in this Agreement.
- E. Contractor’s services under this Agreement are professional services. Nothing in this Agreement shall be construed as a warranty or guarantee of any particular result.

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the City and Contractor agree as follows:

### **AGREEMENT**

1. **Services.** Contractor agrees to provide the City with the services as described in the attached Exhibit A (the “Services”). Exhibit A shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.
2. **Time for Completion.** The Services shall be completed on or before October 31, 2027, subject to reasonable schedule adjustments for delays beyond Contractor’s control, provided that the parties may extend the stated deadlines upon mutual

written agreement. This Agreement shall remain in force and effect commencing from the Effective Date and continuing until the completion of the project, unless terminated by the City or amended pursuant to the Agreement.

3. **Consideration.** The City shall pay Contractor for the Services according to the terms on the attached **Exhibit A**, with a final detailed scope to be finalized within the attached budget amount. The consideration shall be for both the Services performed by Contractor and any expenses incurred by Contractor in performing the Services. Contractor shall submit statements to the City upon completion of the Services. The City shall pay Contractor within thirty (30) days after Contractor's statements are submitted.
  
4. **Termination.** Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows:
  - a. The parties, by mutual written agreement, may terminate this Agreement at any time;
  - b. Contractor may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days' written notice to the City;
  - c. The City may terminate this Agreement at any time at its option, for any reason or no reason at all, upon not less than thirty (30) days' written notice to Contractor; or
  - d. The City may terminate this Agreement upon written notice if Contractor fails to have in force any insurance required by this Agreement provided that Contractor shall have ten (10) business days after receipt of such notice to cure such failure.

In the event of a termination, the City shall pay Contractor for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

5. **Amendments.** No amendments may be made to this Agreement except in a writing signed by both parties.
  
6. **Remedies.** In the event of a termination of this Agreement by the City because of a breach by Contractor, the City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. These remedies provided to the City for breach of this Agreement by Contractor shall not be

exclusive. The City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach.

7. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, Contractor agrees that the books, records, documents, and accounting procedures and practices of Contractor, that are relevant to the contract or transaction, are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. Contractor shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.
  
8. **Indemnification.** To the fullest extent permitted by law, Contractor, and Contractor's successors or assigns, agree to indemnify, and hold harmless the City, its officers, officials, volunteers, and employees from and against third-party claims for direct damages resulting from or arising out of the negligent acts, errors, or omissions or willful misconduct of Contractor in the performance of Services under this Agreement, but only to the extent caused by Contractor. Contractor shall have no duty to defend the City, and any obligation to reimburse defense costs shall be limited to reasonable defense costs and only to the extent of Contractor's actual indemnity obligation as finally determined by a court of competent jurisdiction. Contractor shall not be required to indemnify the City for claims arising from the sole or concurrent negligence, willful misconduct, or fault of the City or its officers, officials, agents, or employees. The parties agree that these indemnification obligations shall survive the completion or termination of this Agreement.
  
9. **Insurance.** Contractor shall maintain reasonable insurance coverage throughout this Agreement. Contractor agrees that before any work related to the approved project can be performed, Contractor shall maintain at a minimum: Worker's Compensation Insurance as required by Minnesota Statutes, section 176.181; Business Auto Liability in an amount not less than \$1,000,000.00 per occurrence; Professional Liability in an amount not less than \$1,000,000.00 per occurrence; and Commercial General Liability in an amount of not less than \$1,000,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,000,000.00 per occurrence for property damage, \$2,000,000.00 aggregate. To meet the Commercial General Liability and Business Auto Liability requirements, Contractor may use a combination of Excess and Umbrella coverage. Contractor shall provide the City with a current certificate of insurance including the following language: "The Hopkins is named as an additional insured with respect to the

commercial general liability, business automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages.” Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days’ written notice is provided to the City, or 10 days’ written notice in the case of non-payment.

**10. Subcontracting.** Neither the City nor Contractor shall assign, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent Contractors, associates, and subcontractors, as it may deem appropriate to assist it in the performance of the Services required by this Agreement. Any instrument in violation of this provision is null and void.

**11. Assignment.** Neither the City nor Contractor shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party’s prior written consent. Any assignment in violation of this provision is null and void.

**12. Independent Contractor.** Contractor is an independent contractor. Contractor’s duties shall be performed with the understanding that Contractor has special expertise as to the services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. Contractor shall provide or contract for all required equipment and personnel. Contractor shall control the manner in which the services are performed; however, the nature of the Services and the results to be achieved shall be specified by the City. The parties agree that this is not a joint venture and the parties are not co-partners. Contractor is not an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided in this Agreement. All services provided by Contractor pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City 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.

13. **Compliance with Laws.** Contractor shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Contractor agrees to provide the Services. Contractor's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment and tobacco, drug, and alcohol use as defined in the City's Respectful Work Place Policy, and Tobacco, Drug, and Alcohol Policy, as well as all other reasonable work rules, safety rules, or policies, and procedures regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Contractor agrees and understands that a violation of any of these policies, procedures, or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.
14. **Entire Agreement.** This Agreement, any attached exhibits, and any addenda signed by the parties shall constitute the entire agreement between the City and Contractor, and supersedes any other written or oral agreements between the City and Contractor. This Agreement may only be modified in a writing signed by the City and Contractor. If there is any conflict between the terms of this Agreement and the referenced or attached items, the terms of this Agreement shall prevail. If there is any conflict between Exhibits A and B, the terms of Exhibit B shall prevail.
15. **Third Party Rights.** The parties to this Agreement do not intend to confer any rights under this Agreement on any third party.
16. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
17. **Conflict of Interest.** Contractor shall use reasonable care to avoid conflicts of interest in representation of the City. In the event of a conflict of interest, Contractor shall advise the City and, either secure a waiver of the conflict, or advise the City that it will be unable to provide the requested Services.
18. **Work Products and Ownership of Documents.** All records, information, materials, and work product, including, but not limited to the completed reports, data

collected from or created by the City or the City's employees or agents, raw market data, survey data, market analysis data, and any other data, work product, or reports prepared or developed in connection with the provision of the Services pursuant to this Agreement shall be considered instruments of service prepared for the City and, upon full payment, may be used by the City, but Contractor may retain reproductions of such records, information, materials and work product. Regardless of when such information was provided or created, Contractor agrees that it will not disclose for any purpose any information Contractor has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law provided that this obligation shall not apply to information that is or becomes publicly available through no fault of Contractor.. Notwithstanding the foregoing, nothing in this Agreement shall grant or transfer any rights, title or interests in any intellectual property created by Contractor prior to the effective date of this Agreement; however, to the extent Contractor generates reports or recommendations for the City using proprietary processes or formulas, Contractor shall provide the City (1) factual support for such reports and recommendations; (2) a detailed explanation of the method used and data relied upon to arrive at the recommendation; and (3) a detailed explanation of the rationale behind the methodology used provided, however, that Contractor shall not be required to disclose proprietary algorithms, formulas, trade secrets, or confidential business processes. All of the obligations in this paragraph shall survive the completion or termination of this Agreement.

**19. Agreement Not Exclusive.** The City retains the right to hire other professional Contractor service providers for this or other matters, in the City's sole discretion.

**20. Data Practices Act Compliance.** Any and all data provided to Contractor, received from Contractor, created, collected, received, stored, used, maintained, or disseminated by Contractor pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Contractor agrees to notify the City within three business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Contractor to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations shall survive the termination or completion of this Agreement. Nothing herein shall require Contractor to disclose proprietary information, trade secrets, or pre-existing intellectual property.

**21. Confidentiality.** Consultant understands that the City has access to, develops, and uses private, confidential, nonpublic, and protected nonpublic information, as those terms are defined by the MGDPA, in connection with its business (collectively, “Confidential Information”). The City has instituted policies and procedures to protect and safeguard this Confidential Information. While working for the City under this Agreement, Consultant may come into contact with Confidential Information. Consultant understands that the protection of Confidential Information is required by law and is a requirement of their relationship with the City.

Accordingly, Consultant agrees as follows:

21.1 During the term of this Agreement and after the termination of Consultant’s relationship with the City: (a) Consultant will use reasonable care to protect all Confidential Information and will not directly or indirectly disclose it to anyone outside the City; (b) Consultant will not make use of any Confidential Information for their own purposes or for the benefit of anyone other than the City; and (c) upon termination of Consultant’s relationship with the City, Consultant will promptly deliver to the City all memoranda, notes, records, and other documents (and all copies thereof) constituting or relating to Confidential Information. Confidential Information does not include information required to be disclosed by law, provided Consultant gives prompt notice when permitted.

21.2 If Consultant breaches or threatens to breach any provisions of paragraph 19.1, the City has the right to enforce this Agreement in any court having jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

21.3 This Agreement is not intended to prevent Consultant from working for any employer subsequent to the termination of their relationship with the City, as long as Consultant does not use or disclose Confidential Information.

**22. No Discrimination.** Contractor agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, gender, gender identity, gender expression, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Contractor agrees to comply with the Americans with Disabilities Act as amended (“ADA”), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota

Statutes, Chapter 363A. Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by Contractor or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Contractor shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Contractor agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

**23. Authorized Agents.** The City's authorized agent for purposes of administration of this contract is Sam Gallagher, the Associate Planner of the City, or designee. Contractor's authorized agent for purposes of administration of this contract is Alta Planning + Design, Inc., or designee who shall perform or supervise the performance of all Services.

**24. Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

|                                |                          |
|--------------------------------|--------------------------|
| CONTRACTOR                     | THE CITY OF HOPKINS      |
| Erin Daly Davenport            | Sam Gallagher            |
| Alta Planning + Design, Inc.   | City of Hopkins          |
| 101 SW Main Street, Suite 2000 | 1010 1st Street South    |
| Portland, OR 97204             | Hopkins, MN 55343        |
| erindalydavenport@altago.com   | sgallagher@hopkinsmn.com |

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

**25. Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

**26. Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

27. **Payment of Subcontractors.** Contractor agrees that it must pay any subcontractor within 10 days of the prime contractor's receipt of payment from the City for undisputed Services provided by the subcontractor. Contractor agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorneys' fees, incurred in bringing the action.
28. **Publicity.** At the City's request, the City and Contractor shall develop language to use when discussing the Services. Contractor agrees that Contractor shall not release any publicity regarding the Services or the subject matter of this Agreement without prior consent from the City. Contractor shall not use the City's logo or state that the City endorses its services without the City's advanced written approval.
29. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
30. Notwithstanding any other provision in this Agreement, the Client agrees to strictly limit Contractor's liability under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, to the lesser of the fees paid to Contractor for the Services or maximum of applicable insurance proceeds. No claim may be brought against Contractor in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand, or action brought under this Agreement shall be directed and/or asserted only against Contractor and not against any of Contractor's employees, shareholders, officers, or directors. Contractor's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services.
31. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event Contractor did not authorize the Signatory to sign on its

behalf, the Signatory agrees to assume responsibility for the duties and liability of Contractor, described in this Agreement, personally.

**32. Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format (“pdf”) and signatures appearing on electronic mail instruments shall be treated as original signatures.

**33. Recitals.** The City and Contractor agree that the Recitals are true and correct and are fully incorporated into this Agreement.

IN WITNESS WHEREOF, the City and Contractor have caused this Professional Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

ALTA PLANNING + DESIGN, INC.:

By:

\_\_\_\_\_

Name: \_\_\_\_\_

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

CITY OF HOPKINS:

By:

\_\_\_\_\_

Patrick Hanlon, Mayor

By:

\_\_\_\_\_

Mike Mornson, City Manager



# Hopkins Safe Streets and Roads for All

FEBRUARY 13, 2026

PREPARED BY

**ALTA PLANNING + DESIGN, INC.**  
400 S 4TH STREET #401-102  
MINNEAPOLIS, MN 55415

CONTACT PERSON

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IN ASSOCIATION WITH

**STANTEC**  
733 MARQUETTE AVE, SUITE 1000  
MINNEAPOLIS, MN 55402

**SQUARE LOOP PLANNING**  
ITS 4637 VINCENT AVE S.  
MINNEAPOLIS, MN 55410



**alta**

**Sam Gallagher, Associate Planner**

Planning and Economic Development Department  
Hopkins City Hall  
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Hopkins MN 55343  
(952) 548-6339  
sgallagher@hopkinsmn.com

FEBRUARY 13, 2026

**Re: Proposal for Hopkins Safe Streets and Roads for All**

Dear Ms. Hopkins and Members of the Selection Committee:

Alta Planning + Design, Inc. (Alta), along with our partners at Stantec and Square Loop Planning, is thrilled to submit a proposal for the City of Hopkins Safe Streets and Roads for All Plan (SS4A). Throughout Alta's 30-year history, our team has focused on helping people move around their communities safely, especially the most vulnerable road users. We are excited for the opportunity to partner with Hopkins on an ambitious planning effort that encompasses so many elements of the work we love.

Our team is best positioned to build upon Hopkins' strong foundation of mobility and safety work to deliver to you a strong, implementable plan, for these key reasons:

- **Alta and Stantec are national leaders in safety analysis and design and policy solutions:** With expertise from dozens of SS4A plans around the region and the country, Hopkins can trust that we are bringing a wealth of experience to this work. Drawing on expertise from dozens of SS4A projects, and statewide projects like the MnDOT Bike+ System Plan, Hopkins can trust that we approach developing countermeasures that are a mix of ambitious, sensitive to context, and supported for implementation.
- **Alta is a national and statewide leader in bicycle, pedestrian, and Safe Routes to School (SRTS) planning:** Alta was founded to make walking and biking around our communities safer, and that focus on sustainable mobility and safety still drives all the work that we do across the country. For ten years, MnDOT has trusted Alta to lead statewide SRTS Planning Assistance, where we have worked with more than 100 schools and communities. Alta's deep expertise in active transportation planning continues as a key team member on MnDOT's current round of Active Transportation Planning Assistance in 16 communities across the state.
- **Square Loop Planning will make engagement meaningful and fun:** Square Loop Planning excels at creating inclusive processes and finding meaningful and fun ways to engage communities with complex urban planning topics. Building on local experience, their perspective will bring a creative, arts- and place-based approach to community engagement that aligns with the City's mission to inspire, educate, involve and communicate.
- **Alta is the best positioned firm to bring it all together:** Our team has extensive experience in the key elements of this plan: cutting-edge bicycle and pedestrian system planning, design guidance, demonstration projects, and SRTS. Project Manager Erin Daly Davenport leads active transportation and SRTS plans in communities across Minnesota and specializes in integrating data analysis in SS4A and SRTS plans. Her leadership will enable the experienced team to efficiently draw from Hopkins' past work to deliver an ambitious plan on time and on-udget.

With these strengths, our team is best positioned to understand how each element of this planning process can strengthen the others. Based on our recent experience supporting engagement in Minnesota school communities, we are confident that our team can work together with Hopkins staff to meaningfully engage with vulnerable communities no matter the circumstances we may be facing during this planning process.

On a personal note, Hopkins is my local downtown, and the place I bike to with family and friends to grab a cup of coffee or enjoy Main Street businesses. It would be an honor to support you on this promising project for the City of Hopkins. Please feel free to contact me or Project Manager Erin Daly Davenport (612) 429-1311 or erindalydavenport@altago.com if you have any questions or comments regarding our submission.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Bender".

**Lisa Bender, AICP**

Project Director  
(612) 294-1911  
lisabender@altago.com

## Project Understanding

Alta, in partnership with Stantec and Square Loop Planning, proposes a strategic, community-centered approach to maximize the impact of the Safe Streets and Roads for All (SS4A) Safety Action Plan (SAP) for the City of Hopkins (City). We recognize that Hopkins is at a pivotal crossroads with the opening of the regional light rail line presenting both transformative opportunities and complex challenges for mobility, safety, and community stability. Our proposed process places the Hopkins community at the center of this planning effort, with particular emphasis on residents who face barriers to mobility or are most vulnerable to displacement. Building upon Hopkins' role as a regional trail hub, established bicycle and pedestrian networks, and prior Safe Routes to School (SRTS) planning work, we will leverage existing strengths as a launch point to achieve the ambitious goals of this SAP effort. We will work in close coordination with City staff to adjust our proposed timeline and approach as needed and to leverage related efforts like the City of Hopkins Comprehensive Plan update. We also acknowledge the current challenges with community engagement and are confident that we can work with trusted community partners to give voice to the full Hopkins community no matter what challenges may lie ahead.

## Project Approach

### A. PROJECT MANAGEMENT

*Roles: Alta Lead, Stantec and Square Loop Support*

With strong experience bringing safety, active transportation, and Safe Routes to School (SRTS) plans to life, this Alta-led team understands what it takes to keep many moving pieces on track for a successful project. Alta's Project Manager, Erin Daly Davenport, leads with proactive expectation setting and close coordination with the project team. Designating a clear lead for each of the proposed tasks will allow for greater efficiency and accountability to achieve all the elements of this ambitious plan and streamline subconsultant coordination.

Our proposed approach includes assumptions about how to meet the City's desired timeline for this plan by efficiently using Project Management Team (PMT) and stakeholder meetings to engage local partners in key questions that will inform all three major elements of this plan in parallel. **See Table 1 on the next page for a proposed schedule of Stakeholder Group meetings that supports coordinated progress toward major project deliverables and engagement milestones.** Our team proposes meeting in person for key PMT and Stakeholder Group meetings throughout the process, including the first kick-off PMT.

Our team sees this process as an opportunity for Hopkins staff and members of the Stakeholder Group to build stronger relationships and identify ways to work together more effectively moving forward. From the intentional timing of the Vision Zero Policy commitment, to the engaging format of Stakeholder meetings in the field, we aim to deepen stakeholder understanding of the issues at hand and opportunities for future collaboration to move Hopkins forward.

### Deliverables

- Monthly invoices and progress reports summarizing work completed, issues encountered, and upcoming tasks and coordination needs
- Agendas, notes and action items from recurring monthly meetings with the City PMT, including schedule updates
- Up to two City Council and two Planning and Zoning Commission work session/meeting presentations and attendance

## B. LEADERSHIP COMMITMENT

*Roles: Alta Lead, Square Loop Support*

An important component of SS4A Action Plans is an official public pledge from city leaders (such as the Mayor and City Council) to eliminate fatal and serious injuries. Our team will work closely with City staff to develop a commitment that addresses the local context and needs in Hopkins for maximum impact, drawing on stakeholder engagement (Task D) and the plans and policy assessment (Task E). If the City desires to present this action earlier in the process, we can adjust the proposed timeline in coordination with the PMT.

### Deliverables

- Vision Zero Policy resolution, identifying a target date for reaching zero roadway fatalities and serious injuries

## C. DATA GATHERING

*Roles: Stantec Lead, Alta Support*

Our team will prepare an initial data needs list for the PMT that outlines data and resources needed to review existing local, regional, and state safety trends, as well as policies or programs utilized regionally. This can include SRTS data such as student location data and the Child Opportunity Index, drawing on Alta's experience with MnDOT SRTS planning. We assume that the PMT will provide the team with data that is not readily available online; we will provide a data request list for the City to share with the respective regulatory agencies and school transportation staff.

### Crash Trends

The first step in the safety analysis is to take a broad look at crash trends and patterns, broken down by a series of key attributes. Our analytical approach will assess these varied data elements together with a narrative that points toward high crash locations and vulnerable population patterns that will inform the eventual safety strategy:

- Benchmark city-wide crash trends, compared to typical state and national crash statistics where available (age, gender, vehicle type, time of day, day of the week, facility type, mode type, speed, impairment, etc.)
- Crash table breakdown by year and severity
- City-wide crash density map
- Map of fatal and serious injury crash locations, and summary of contributing factors
- Graphs of intersection related crashes, intersection severity, and non-intersection severity

Mapping and understanding crash trends will supplement the High Injury Network (HIN) to document safety challenges around the city, guiding countermeasure recommendations in later tasks. Trends will also serve as the basis for future progress reporting and will be identified in a way that is replicable for City staff in future tracking and public reporting.

**HIN Development**

A key component of the safety action planning process will be creating a HIN and high-risk locations that inform engagement, subsequent priorities, and implementation actions. Corridors on the HIN will highlight locations where fatal or serious injury crashes are over-represented compared to similar roadways or conditions. The crash analysis will be accompanied by a review of demographic information of the populations involved in fatal and serious injury crashes to combine both locational and demographic overrepresentation and integrate with the following task, equity analysis. The result will be a map of the HIN that will be used to focus strategies and recommendations.

Our approach to building an HIN is data-driven and community focused through the following methodologies:

- Using data to find locations that are known safety risks (potential reactive improvements) and susceptible safety concern locations (potential proactive improvements)

- Incorporating community input and insight – these can be near-misses, “secret” blind spots at certain angles, severe-weather-condition specific safety concerns, etc. Recognizing that enhancing safety around schools and spaces frequently used by children and families, our HIN methodology can prioritize safety improvements around schools and focus on strengthening City policies that would enhance traffic safety for travel around schools.
- Working with the PMT and Stakeholder Group on an approach for highlighting multimodal safety in the HIN, potentially including a walk/bike mode-specific HIN if data allows.
- Developing evaluation criteria for the HIN that reflect the City’s efforts to promote equitable access to city resources and services, which includes better access to all modes of transportation.

**Equity Segment Analysis**

To understand how transportation patterns and burdens may vary among equity populations, Alta will conduct an equity segment analysis. This approach utilizes Replica data to identify corridors with high demand for equity priority population trips compared to all trips through the city, and also analyzes trends by mode. This approach moves beyond focusing solely on where disadvantaged community members may live and tries to examine which facilities they are currently using as a part of daily life.

*Table 1. Proposed Schedule of Stakeholder Group Meetings*

| MEETING NUMBER & MONTH   | 1 April 2026  | 2 June 2026   | 3 September 2026   | 4 January 2027  | 5 April 2027  | 6 July 2027   |
|--|---|---|--|---|---|---|
| <b>THEMES</b>  | <ul style="list-style-type: none"> <li>• Introductions and vision</li> <li>• Project website</li> </ul>                       | <ul style="list-style-type: none"> <li>• Existing conditions</li> <li>• Engagement approach / project branding</li> <li>• Plan and policy review</li> </ul> | <ul style="list-style-type: none"> <li>• Summer engagement summary</li> <li>• Priority safety locations</li> <li>• Bicycle and pedestrian network update</li> </ul>    | <ul style="list-style-type: none"> <li>• Design and implementation</li> <li>• Strategies and countermeasures</li> <li>• Priorities for project strategy list</li> </ul>   | <ul style="list-style-type: none"> <li>• Prioritized project location concepts</li> <li>• Draft plan overview</li> </ul>                    | <ul style="list-style-type: none"> <li>• Wrap up</li> <li>• Celebrate final plan</li> </ul>                                     |
| <b>DELIVERABLES</b>  | <ul style="list-style-type: none"> <li>• Policy and plan summary</li> </ul>   | <ul style="list-style-type: none"> <li>• Travel behavior</li> <li>• Equity analysis</li> <li>• Draft HIN</li> </ul>   | <ul style="list-style-type: none"> <li>• Draft safety analysis memo</li> <li>• Draft pedestrian and bicycle network map</li> <li>• Draft Vision Zero policy</li> </ul> | <ul style="list-style-type: none"> <li>• Final network map</li> <li>• Draft design guidelines/ideas</li> <li>• Workshop priority sites for concept development</li> </ul> | <ul style="list-style-type: none"> <li>• Final countermeasures</li> <li>• Draft pedestrian, bicycle, and SRTS recommendations</li> </ul>    | <ul style="list-style-type: none"> <li>• Public engagement summary</li> <li>• Evaluation and reporting plan</li> </ul>          |
| <b>RELATED PUBLIC ENGAGEMENT</b>                               | <ul style="list-style-type: none"> <li>• Public Involvement Plan - support approach, website, and web map strategy</li> </ul> | <ul style="list-style-type: none"> <li>• Open House 1</li> <li>• Safety challenges, network gaps &amp; opportunities</li> </ul>                             | <ul style="list-style-type: none"> <li>• Planning &amp; Zoning Commission</li> <li>• City Council Work Session</li> </ul>  |   | <ul style="list-style-type: none"> <li>• Open House 2</li> <li>• Updated AT network, draft strategies, countermeasures, projects</li> </ul> | <ul style="list-style-type: none"> <li>• Planning &amp; Zoning Commission</li> <li>• Final City Council Presentation</li> </ul> |
| <b>RELATED TASKS</b>   |   |   |  |   |   |   |
| B. Leadership Commitment                                       | ●   |   | ●  |   |   |   |
| C. Data Gathering  | ●   | ●   |  |   |   |   |
| D. Community Outreach & Engagement                             | ●   | ●   | ●  |   |   |   |
| E. Strategic Framework & Transportation Safety Countermeasures |   | ●   | ●  | ●   | ●   | ●   |
| F. Pedestrian & Bicycle Plan                                   |   |   | ●  | ●   | ●   |   |
| G. Safe Streets for All Plan                                   |   |   |  |   |   | ●   |
| Optional: Demonstration Project Concept                        |   |   |  |   | ●   |   |

The result is a subset of corridors throughout the city that are more likely to serve equity priority populations, such as those living in areas designated by MnDOT as Environmental Justice areas. Results will be compared with the Metropolitan Council’s travel forecasting model to understand how transportation conditions may change, especially for vulnerable populations.

Analysis results will inform priority location selection and countermeasure considerations in Tasks E and F.

**Multimodal Facility Inventory**

Using existing available data, our team will evaluate and take inventory of multimodal facilities within city limits through a desktop review and select field verification when necessary. We will update the city’s existing multimodal facilities inventory and find ways in which the City could better understand each facility’s usage, condition, and user experience.

Information will be documented in a manner that could be maintained and updated easily by the city even after this project is completed, using best data practices like the MnDOT Bikeways Data Standard. We will provide a GIS compatible data inventory along with maps and documentation that visually summarize the data.

**Deliverables**

- Safety Analysis Memorandum
- Crash database and methodology documented
- Crash trends in geographic, tabular, and/or chart formats
- Maps and spatial data for up to two High Injury Networks Customized for Hopkins– all modes, and pedestrian and bicyclist focused if data allows
- Existing pedestrian and bicycle network map
- Multimodal facility inventory
- Map and summary findings of the multimodal Equity Segment Analysis, including estimated impacts from the Metropolitan Council travel demand model

**D. COMMUNITY ENGAGEMENT AND OUTREACH**

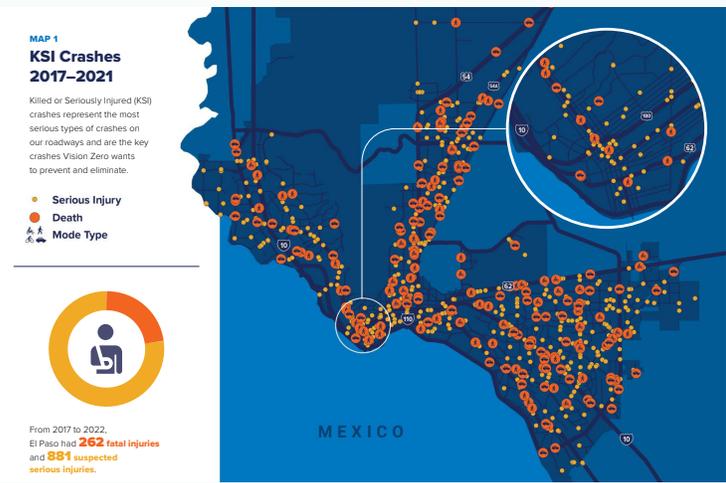
*Roles: Square Loop Lead, Alta Support*

Our team is ready to co-lead an engagement process that makes space for everyone to connect with safety and the vision of a more walkable, bikeable, connected Hopkins. From students and caregivers with opinions on SRTS, to engineers and technical staff participating in the Stakeholder Group, our team is committed to drawing in meaningful, impactful feedback from the Hopkins community.

Close collaboration between the consultant team and the PMT will be key to engagement that invites feedback from the whole community, including the people most vulnerable to safety, mobility and displacement challenges. Our team is ready to be a thought partner as the PMT develops a Public Involvement Plan, looking to build on the City’s existing relationships and knowledge of the community. We are prepared to ask questions and provide creative approaches to reach the most impacted target audiences through fun, interactive events

**Community Engagement: El Paso Vision Zero**

Alta completed a comprehensive Vision Zero Action Plan for the City of El Paso which included an extensive community outreach process and development of graphics and materials that conveyed technical information in public-friendly and understandable ways. For this project, the Alta team created a unique brand identity that was utilized on materials throughout the project, including an interactive website and dashboard, fact sheets, and handouts that were distributed at community events, and priority projects maps to guide implementation.



and materials – all with vibrant, colorful, and approachable images and language.

Our team has the technical knowledge to ask the right questions of plan participants to move all elements of the plan forward with each community interaction – including school families, community members, technical experts and policymakers. Most importantly, Square Loop Planning will bring their creative, vibrant approach to meeting facilitation and materials to make interacting with the planning process both strategic and fun.

Our team recommends going to where people are gathered for place-based engagement, with potential for:

- Walk and bike audits (both external engagement and Stakeholder Group focused)
- Bike rodeos (in partnership with school or community partners)
- Sidewalk decals or other ways to incorporate public engagement and community art
- Pop-up events that include helmet fitting for kids/families
- Crosswalk paint party(ies) at key school sites

Assumptions outlined in the proposed project budget and schedule can be adjusted in coordination with the Public Involvement Plan developed by the PMT to maximize effectiveness of staff and consultant time.

#### **Deliverables**

##### **Stakeholder Group**

- Engaging meeting facilitation strategy and materials for each Stakeholder Group meeting, with an emphasis on in-person, place-based activities to address plan goals (including at least one walk audit and two meetings along key project corridors during the planning process)
- All meetings will have a clear purpose and incorporate feedback gathering and/or information sharing tools (examples: sharing crash data, roadway safety measures, case studies, site-specific outcomes, outreach planning and more)

##### **External Engagement**

- Vibrant material design that builds on Hopkins' inclusion of art in public spaces and invites community participation
- Development and hosting of an interactive website serving as the project's communication platform for project updates, including a survey/web map to gather participant feedback, meeting ADA requirements
- Printed communication and engagement materials that are creative and inclusive for in-person events and a project handout, including versions tailored for Safe Routes to School recommendations/ audiences
- Materials and staff support for two open-house style meetings, pop-ups, or other event formats, in alignment with the PMT Public Involvement Plan

- Graphically appealing Public Engagement Summary covering all public engagement activities, including personalized content directly from participants
- Throughline connection with the final plan to meaningfully incorporate public input

## **E. STRATEGIC FRAMEWORK AND TRANSPORTATION SAFETY COUNTERMEASURES**

*Roles: Alta Lead, Stantec and Square Loop Support*

Our team will draw from our extensive SS4A and safety experience to identify effective countermeasures for vulnerable road users. We propose to develop strategies in tandem with Task F recommendations to create a clear action plan for the City and their partners, and serve as a guiding framework for the City's Vision Zero commitment.

### **Policy and Plans Assessment**

The City already has a strong foundation of roadway safety initiatives. Our team will review existing city policies, design guidelines, and plans in place to identify where the City's commitment to roadway safety measures could be strengthened as the city continues to evolve. Existing approaches to roadway safety will also be a topic to workshop at a Stakeholder Group meeting, to understand what is working well and where partners run into challenges.

Areas we will look into include, but are not limited to:

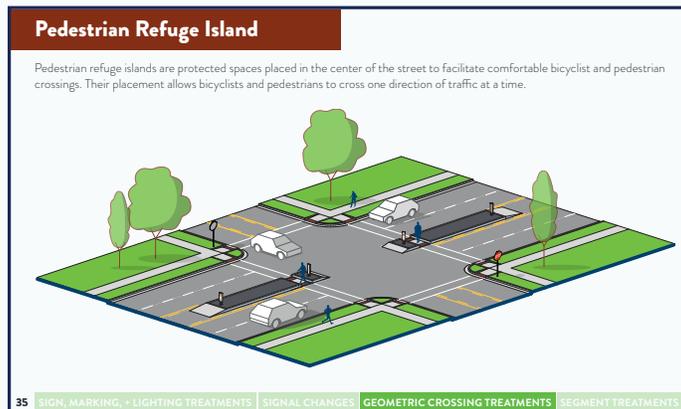
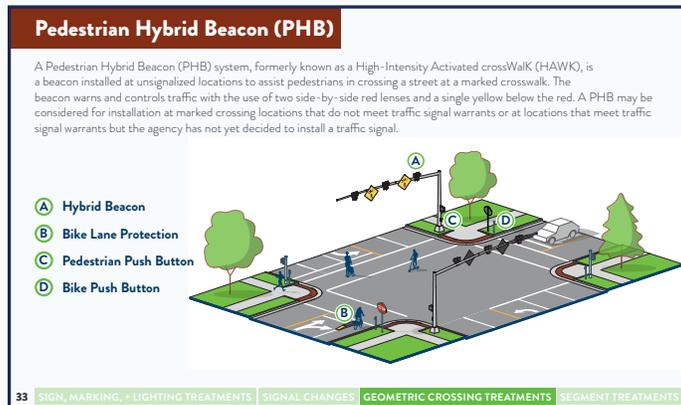
- Making implementation requirements more explicit when drafting policies – for example, including language that all reconstruction and rehabilitation projects must default to certain level of standards (i.e., full ADA-compliant curb ramps; curb extensions and raised crosswalks by schools and transit stops, etc.)
- Implementing more multimodal performance metrics – keeping inventory of certain sidewalk/pedestrian/bicyclist/non-motorist elements regularly (i.e., pedestrian delays at key intersections, percentage of streets with protected pedestrian crossings, marked crossing locations, percentage of city projects incorporating traffic calming measures, etc.)
- Looking for opportunities that would help eliminate gaps within the existing pedestrian/bicyclist network – completing missing links first and then focusing on upgrading existing facilities
- Building community data transparency – enhancing access to city roadway crash data and providing accurate roadway safety narratives to improve accountability and public understanding.

### **Strategies and Countermeasures**

Based on crash trends, HIN characteristics, and equity population travel characteristics identified in Task C, as well as key themes identified through public engagement, our team will create a toolkit of countermeasures that address opportunities for safety improvements in Hopkins. Countermeasures will represent a range of Complete Streets and Safe System Approach best practices, intended to minimize the risk of collisions occurring and the severity of collisions that do occur.

## Countermeasures: MnDOT HiPPS

Alta led a team for MnDOT's Identifying and Implementing High Priority Pedestrian Safety Improvements (HiPPS) project to identify implementable pedestrian safety opportunities that will reduce the likelihood of crashes involving people walking in MnDOT's highest priority areas for walking. This project builds upon the Alta-led Statewide Pedestrian System Plan (SPSP), which identifies action items to address pedestrian safety and network completion in Minnesota. Project outcomes included a toolbox of pedestrian safety countermeasures that are tied to roadway typologies.



Countermeasures will be work-shopped in a Stakeholder Group meeting to understand the history of proposed treatments in the city and region, understand needs for successful implementation, and build stakeholder understanding of their value and applicability. With each countermeasure, our team will identify the appropriate context for implementation and sample corridors or location types around the city, alongside high-level timing and cost considerations for each.

### Prioritized Project/Strategy List

Building on the citywide countermeasure list, safety analyses, community engagement and Stakeholder Group priorities, our team will develop a prioritized list of projects and strategies to address key safety concerns - both reactive and proactive. Projects and strategies will represent a range of conditions around the city, and include a high-level consideration of costs, benefits, implementation timeline, and other important contextual considerations based on feedback from the

Stakeholder Group. Strategies applied to these prioritized projects will address historic safety concerns, as well as anticipated challenges with the introduction of new light rail stations and ongoing development around the city.

### 11th Ave Demonstration Project – Optional/Value Add

Alta is a national leader in demonstration and quick build projects. Alta authored the **MnDOT Demonstration Project Implementation Guide** and has led more than a dozen demonstration and/or quick build projects in Minnesota over the past several years. Alta would be happy to provide a range of assistance to the City in this effort, which could include organizing all the necessary stakeholders, developing multiple concepts\*, selecting a preferred concept, estimating and ordering materials, providing installation support, providing suggestions for evaluation metrics, and any other needs to make the project successful. If the City is interested in this added scope, Alta has a close working relationship with **Amka Safety**, who could provide all of the materials and assist/lead installation.

*\*Alta can provide up to two high level concepts for a demonstration project within the base budget. The additional elements should be considered optional/value add.*

#### Optional Deliverable

- 11th Avenue demonstration project support and findings from temporary installations, aligned with countermeasure recommendations developed in Task E

### Evaluation/Reporting Plan

Ongoing reporting related to the Safety Action Plan will create public transparency on the implementation and effectiveness of the projects, strategies, programs, and countermeasures recommended in the plan. To maintain accountability and advance progress toward safety goals, our team will work with the City to develop a tracking system for reporting on a set of measurements and actions in the Safety Action Plan.

This framework will include both the implementation of recommendations and an evaluation of the metric and performance measures established prior, including analyzing new crash data. This framework will include recommendations on periodic updates to the Safety Action Plan. The tracking system will be paired with a reporting framework to publish (online) the public Annual Report with safety data, progress, and impacts.

Existing tools like ArcGIS are a great starting point to build an evaluation and tracking system to monitor progress; regular updates to the HIN and crash trends analysis can be an easy way to evaluate and track progress along with monitoring crash data. Carrying out this framework will be the responsibility of the PMT and members of the Stakeholder Group, so they will be engaged throughout this task.

#### Deliverables

- Plan and policy assessment identifying current support and challenges for roadway safety improvements

- Countermeasure toolkit with best practices for key location types around the city
- Prioritized project and strategy list, including descriptions, time horizon, high-level costs, impacts and applicability around the city
- Clear path to implementation, including funding sources and implementation resources
- Evaluation and reporting framework to measure progress on Action Plan goals and the City's commitment to Vision Zero

## F. PEDESTRIAN AND BICYCLE PLAN

*Roles: Alta Lead, Stantec Support*

Throughout the planning process leading up to this task, Alta will thoughtfully track issues and observations related to walking, biking, and routes near schools in Hopkins. This will allow the team to thoughtfully and strategically develop updates to the Hopkins Pedestrian and Bicycle Plan. This task will also include high-level design guidance on priority routes for schools that are near areas where safety concerns are high, and an updated vision for Mainstreet.

### Network Recommendations

Alta will first evaluate the existing bicycle network (through desktop review and discussions with City Staff) to determine how well it aligns with the principles of an All Ages and Abilities Network. Alta may use **NACTO's Designing for All Ages & Abilities** contextual guidance in this effort. Our team will call out strategic investments for SRTS as part of the bicycle and pedestrian plan update, drawing from local and national experience with SRTS.

Then Alta will use the key outcomes from safety analysis and community engagement to identify key locations where providing safe and comfortable pedestrian and bicycle facilities could provide the most value. A likely outcome of this work is identifying a number of corridors that are problematic from a safety perspective that do not currently have separated bikeways. Alta will then develop an update to the pedestrian and bicycle network map that addresses network deficiencies, reflects recent network plans from neighboring communities and that may revisit facility type guidance from the previous network plan.

### Design Guidance

Alta will provide design guidance on high-priority routes, emphasizing improvements that align with the contextual guidance for pedestrian safety and All Ages & Abilities Bikeways. The design guidance will be at a high level and consider contextual factors like current roadway width, available ROW, documenting existing conditions, and recommending potential bikeway types (separated bikeway, shared-use path, or other type).

### Mainstreet Vision

The approach to visioning Mainstreet begins with grounding conversation in context. We will review past plans and community

visions, current trends and conditions, and key changes since those efforts to understand what has shifted and what still resonates. During engagement, we will ask broad, accessible questions that invite creativity and value-based input.

Using this input, we will develop a draft vision expressed in general, aspirational terms that articulate shared values and priorities while remaining broad enough to reflect diverse interests and needs. The vision may be communicated through a short narrative and/or a simple illustration or diagram highlighting priorities. This draft will then be vetted through a future round of engagement and refined accordingly.

### Deliverables

Documented as two chapters in the final Safe Streets for All Plan, including:

#### *Pedestrian and Bicycle Plan Update*

- Recommendations to support pedestrian and bicycle network development, including updates from the existing 2013 Plan with policy changes, route maps, toolbox of treatments, corridor-specific recommendations, benchmarks, estimated costs, and potential funding sources
- Pedestrian network map that addresses network gaps identified in Task C
- Bicycle network map that addresses network gaps identified in Task C
- Design guidance for high priority pedestrian and bicycle corridor improvements
- Refreshed vision for Mainstreet and connection to the City's historic downtown

#### *Safe Routes to School Plan*

- Priority safety considerations for all public, charter and private K-12 schools located in the City
- Design guidance on high priority SRTS corridors

## G. SAFE STREETS AND ROADS FOR ALL PLAN

*Roles: Alta Lead*

The final SS4A plan will center the voice of the Hopkins community in setting a clear vision for the future of safety and mobility. The plan will draw together in one accessible document all of the elements of this planning effort, integrating lessons from data analysis and community engagement. The resulting plan will include updates to the bicycle and pedestrian plan, a SRTS chapter, a clear path to implementation including funding sources and implementation resources, and plan and policy recommendations for implementation through the adoption of revised or new policies, guidelines, or standards, as appropriate.

### Deliverables

- Safe Streets and Roads for All Plan as a digital PDF and two bound hard copies



Alta respectfully requests the following exceptions to the requirements in the RFP:

| Section/General Condition                    | Location       | Proposed Amendment (Deletions in Red, Insertions in Blue)  | Rationale and Benefit   |
|--|----------------|--|---|
| Recitals                                     | E. To be added | Contractor's services under this Agreement are professional services. Nothing in this Agreement shall be construed as a warranty or guarantee of any particular result.  | This establishes the proper professional standard of care and prevents assertion of a heightened or perfection-based performance obligation.  |
| 2. Time for Completing                       |                | Time for Completion. The Services shall be completed on or before _____, <u>subject to reasonable schedule adjustments for delays beyond Contractor's control</u> , provided that the parties may extend the stated deadlines upon mutual written agreement <u>and any extensions agreed to in writing by the parties. Contractor shall perform the Services as expeditiously as is consistent with professional skill and care.....</u>   | Professional services schedules must allow flexibility for factors outside Contractor's control.  |
| 3. Consideration                             |                | ..... The City shall pay Contractor within <del>thirty-five (35)</del> <u>thirty (30)</u> days after Contractor's statements are submitted.  | 30 Days is standard in the professional services industry.  |
| 4. Termination                               | C.             | The City may terminate this Agreement at any time at its option, for any reason or no reason at all, <u>upon not less than thirty (30) days' written notice to Contractor</u> ; or   | A notice period for termination is standard in professional services agreements and allows Contractor to wind down work..   |
| 4. Termination                               | D.             | The City may terminate this Agreement <u>upon written notice</u> if Contractor fails to have in force any insurance required by this Agreement, <u>provided that Contractor shall have ten (10) business days after receipt of such notice to cure such failure.</u>   | Immediate termination for insurance issues is disproportionate where coverage lapses are often administrative and curable. A short cure period preserves the City's protection while avoiding unnecessary termination.  |
| 8. Indemnification                           |                | To the fullest extent permitted by law, Contractor and <del>Contractor's successors or assigns</del> , agrees to <u>protect, defend, indemnify save</u> , and hold harmless the City, its officers, officials, <u>agents</u> , volunteers, and employees <del>from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or costs; disbursements; and expenses of defending the same, including but not limited to attorneys' fees; professional services; and other technical, administrative or professional assistance from and against third-party claims for direct damages</del> resulting from or arising out of <del>Contractor's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or the negligent acts, errors, or omissions or willful misconduct of Contractor or caused in whole or in part by any negligent act or omission or willful misconduct by Contractor, or arising out of Contractor's failure to obtain or maintain the insurance required by this Agreement in the performance of the Services under this Agreement, but only to the extent caused by Contractor. Contractor shall have no duty to defend the City, and any obligation to reimburse defense costs shall be limited to reasonable defense costs and only to the extent of Contractor's actual indemnity obligation as finally determined by a court of competent jurisdiction. Contractor shall not be required to indemnify the City for claims arising from the sole or concurrent negligence, willful misconduct, or fault of the City or its officers, officials, agents, or employees. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation of liability to which the City is entitled.</del> The parties agree that these indemnification obligations shall survive the completion or termination of this Agreement. | This revision aligns indemnification with standard professional-services risk allocation by limiting obligations to third-party claims and direct damages caused by Contractor's negligence or willful misconduct, applying a proportional "to the extent caused" standard. It removes open-ended defense obligations and excludes responsibility for the City's own fault, ensuring the clause remains fair, predictable, and consistent with fault-based liability principles while preserving the City's statutory immunities. |
| 17. Conflict of Interest                     |                | Contractor shall use reasonable care to avoid conflicts of interest <del>and appearances of impropriety</del> in representation of the City.   | "Appearances" are subjective and can be used arbitrarily. Professional obligations should be tied to actual conflicts only.   |
| 18. Work Products and Ownership of Documents |                | All records, information, materials, and work product, including, but not limited to the completed reports, data collected from or created by the City or the City's employees or agents, raw market data, survey data, market analysis data, and any other data, work product, or reports prepared or developed in connection with the provision of the Services pursuant to this Agreement shall <del>become the property of the City</del> <u>be considered instruments of service prepared for the City and, upon full payment, may be used by the City</u> , but Contractor may retain reproductions of such records, information, materials and work product. Regardless of when such information was provided or created, Contractor agrees that it will not disclose for any purpose any information Contractor has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law <u>provided that this obligation shall not apply to information that is or becomes publicly available through no fault of Contractor.</u> Notwithstanding the foregoing, nothing in this Agreement shall grant or transfer any rights, title or interests in any intellectual property created by Contractor prior to the effective date of this Agreement; however, to the extent Contractor generates reports or recommendations for the City using proprietary processes or formulas, Contractor shall provide the City (1) factual support for such reports and recommendations; (2) a detailed explanation of the method used and data relied upon to arrive at the recommendation; and (3) a detailed explanation of the rationale behind the methodology used <u>provided, however, that Contractor shall not be required to disclose proprietary algorithms, formulas, trade secrets, or confidential business processes.</u> All of the obligations in this paragraph shall survive the completion or termination of this Agreement.   | These limited edits preserve the City's ability to use and rely on the work product while aligning the provision with professional-services norms by clarifying the nature of deliverables, protecting Contractor's pre-existing and proprietary materials, and preventing unintended downstream liability or disclosure.   |
| 20. Data Practices Act Compliance            | To be added    | <u>Nothing herein shall require Contractor to disclose proprietary information, trade secrets, or pre-existing intellectual property.</u>  | Public records laws should not override Contractor's IP rights or force disclosure of proprietary methods or data.  |
| 21. Confidentiality                          | 211            | During the term of this Agreement and after the termination of Consultant's relationship with the City: (a) Consultant will <del>keep secret</del> <u>use reasonable care to protect</u> all Confidential Information and will not directly or indirectly disclose it to anyone outside the City; (b) Consultant will not make use of any Confidential Information for their own purposes or for the benefit of anyone other than the City; and (c) upon termination of Consultant's relationship with the City, Consultant will promptly deliver to the City all memoranda, notes, records, and other documents (and all copies thereof) constituting or relating to Confidential Information. <u>Confidential Information does not include information required to be disclosed by law, provided Consultant gives prompt notice when permitted.</u>  | "Strict" or absolute confidentiality standards create automatic breach risk. Reasonableness aligns with legal and insurance standards.  |
| 33. Limitation of Liability                  | To be added    | <u>Notwithstanding any other provision in this Agreement, the Client agrees to strictly limit Contractor's liability under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, to the lesser of the fees paid to Contractor for the Services or maximum of applicable insurance proceeds. No claim may be brought against Contractor in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand, or action brought under this Agreement shall be directed and/or asserted only against Contractor and not against any of Contractor's employees, shareholders, officers, or directors. Contractor's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services.</u>   | It is appropriate to limit liability to appropriate levels based on fee and scope of work undertaken.   |



## Safety is our mission.

**Alta** is a sustainable transportation consulting firm dedicated to creating active, healthy communities through planning, landscape architecture, engineering, and education/encouragement programs. Alta's work is centered on people, regardless of the way they move, providing our clients with specialized expertise to create effective safety action plans.

We guide our clients through the planning process, creating momentum for and a culture of prioritizing safer streets and roadways for all. Together, we set up leadership systems to see that partners, stakeholders, and the public are engaged throughout the development of the plan and beyond. We elevate equity as a primary element of opportunity and develop comprehensive safe systems recommendations that consider policy, programs, and design, recognizing that it takes an "all in" approach to achieve true systemic safety.

**Local Office: Minneapolis | Approximate % of Work: 50%**



**Stantec** is a global leader in sustainable engineering, architecture, and environmental consulting. Their multidisciplinary approach to planning and designing active transportation facilities, along with our knowledge of the FHWA's and AASHTO safety audit and safety engineering guidelines, has assisted their clients with small area master plans, design guidelines, conceptual designs, implementation services, and funding strategies. They have performed systemic safety studies by identifying and analyzing crash types, patterns/trends, performing road safety audits, and developing a toolbox of systemic, cost-effective countermeasures.

**Local Office: Minneapolis | Approximate % of Work 35%**



**Square Loop Planning** is an urban planning and engagement consultancy focused on inclusive processes and finding meaningful and fun ways to engage communities with complex urban planning topics. They help clients navigate projects by designing

thoughtful engagement strategies, synthesizing community input, and translating diverse perspectives into clear, actionable plans.

**Square Loop Planning is a woman-owned, DBE/WBE/MBE/TGB/MNUCP certified firm.**



This project will be led by Square Loop Planning Owner Aneesha Marwah, in partnership with Graphic Designer Meg Heaton, both of whom are local and bring a creative and community-centered lens to this work in Hopkins. Aneesha will help shape the engagement plan and approach and be the lead facilitator. Meg will lead the branding/creative design components of this project which could include plans for print ads, email design, digital ads, social media, decals, pop-up materials, and more.

**Local Office: Minneapolis | Approximate % of Work 15%**

# The Alta Difference

## Multimodal Design + Strategic Implementation

- ◆ Alta’s expertise centers vulnerable users and has always focused on balancing the needs of all roadway users to create safe streets.

## Civic Analytics

- ◆ Alta pioneered the development of tools to analyze and prioritize equity, safety, and connectivity. Our process determines who benefits from investments and centers the safety needs of underserved communities.

## Equity-Centered Engagement

- ◆ Our team creates culturally appropriate messages, speaks multiple languages, and goes to where community members are to gather input so our recommendations reflect and address the real needs of underserved communities.

## Campaigns and Programs

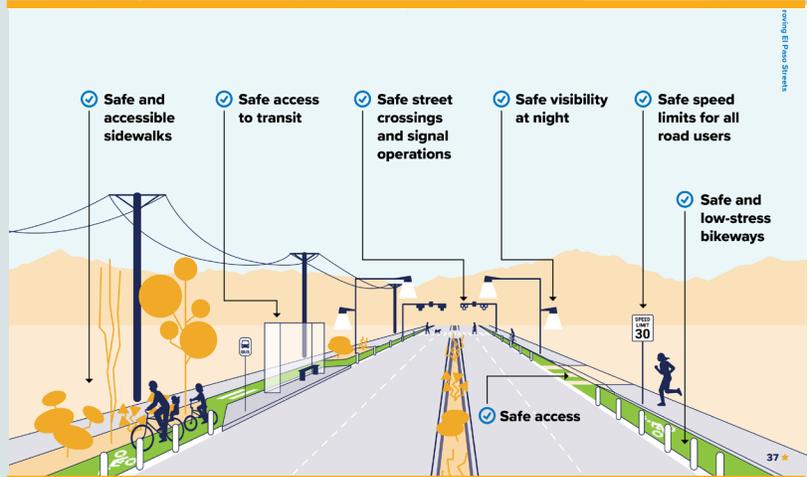
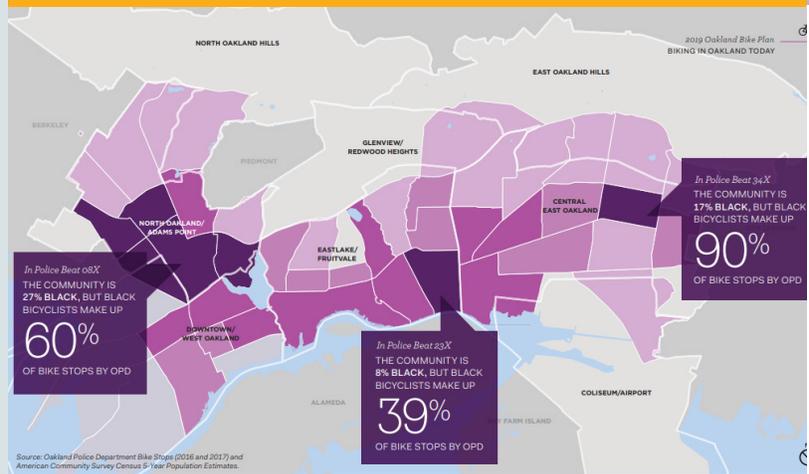
- ◆ Alta is a leader in multimodal transportation campaigns, programs, and branding, using data-driven messaging and strategies to create programs that promote safety for all users.

## Low-Cost, High Impact Strategies

- ◆ Alta develops solutions that can be implemented quickly and built into routine processes, such as repaving. We routinely lead demonstration projects and have written Quick Build design guides for our clients.

## Securing Funding

- ◆ Alta staff have assisted jurisdictions across the country to secure more than \$890 million in grant funding for multimodal projects.



**STAFFING & AVAILABILITY**

The Alta team we have assembled—including subconsultants Stantec and Square Loop— was selected based on the needs of the project and the expertise of the staff. Alta has both the local presence and national reach to match the needs of this project, as well as adequate availability for all key personnel involved. This provides Hopkins with the most experienced and available staff and allows the Alta team to be efficient in completing quality work on schedule and within budget. With respect to current workload indicators, the staff members assigned to this project are well positioned to be fully involved in this plan, as many of our current projects are ending.

Alta will serve as overall contract manager, providing ongoing project management, oversight, and quality control. **Lisa Bender, AICP** will serve as Project Director and will be responsible for overall leadership and project direction. **Erin Daly Davenport, AICP, RSP<sub>1</sub>** will serve as Project Manager, with day-to-day responsibility for communications, task assignments, project budgeting, and coordination. Staff from **Stantec** will contribute to the data gathering and safety analysis. **Square Loop Planning** will lead engagement facilitation. The chart below provides condensed resumes, including relevant project experience and individual availability, for the team we have assembled.

| CHART LEGEND           |
|------------------------|
| ALTA PLANNING + DESIGN |
| STANTEC                |
| SQUARE LOOP PLANNING   |

| STAFF NAME & ROLE | RESUME & EXPERIENCE |
|-------------------|---------------------|
|-------------------|---------------------|



**LISA BENDER, AICP**

Project Director  
Availability: 35%

Lisa has more than 20 years of experience in transportation planning and policy. Lisa has developed and provided technical assistance for local bicycle and pedestrian plans, managed a statewide Safe Routes to School program, and led policy adoption for transportation and land use plans as a policymaker within local government.

**EDUCATION**

MCRP, UC Berkeley  
BA, Biology and Spanish, University of Minnesota

**REGISTRATION**

American Institute of Certified Planners (AICP)  
#409044

**RELEVANT PROJECT EXPERIENCE**

- ✓ MnDOT Safe Routes to School Planning Assistance, MN
- ✓ Appleton Complete Streets Study, WI
- ✓ MnDOT Pedestrian and Bicycle Facility Design Trainings
- ✓ MnDOT Greenhouse Gas Emissions Reduction, MN



**ERIN DALY DAVENPORT, AICP, RSP<sub>1</sub>**

Project Manager  
Availability: 55%

Erin has over 10 years of experience and a background in active transportation planning and advocacy. She is leading GIS safety, crash, and equity analyses, and helping communities use data to create actionable plans that move us towards zero traffic deaths. Erin is driven to help make planning for tomorrow a more equitable process than what was used to plan for today.

**EDUCATION**

MURP, University of Minnesota  
BA, Geography and Environmental Studies, Macalester College

**REGISTRATION**

American Institute of Certified Planners (AICP)  
#32955  
Road Safety Professional® Level 1

**RELEVANT PROJECT EXPERIENCE**

- ✓ MnDOT Vulnerable Road User Safety Assessment
- ✓ SECOG Regional SS4A Safety Action Plan, SD
- ✓ Lincoln County Safety Action Plan, SD
- ✓ MnDOT Safe Routes to School Planning Assistance
- ✓ El Paso Vision Zero Action Plan, TX
- ✓ Hennepin County Toward Zero Deaths Action Plan, MN
- ✓ Freeport Safety Action Plan, IL



**MATTHEW DYRDAHL, AICP, CTP, LCI**

Assistant Project Manager  
Availability: 60%

Matthew has 19 years of experience leading and authoring transportation plans, including Safety Action Plans, and policies at the city, county, regional, and statewide levels. Matthew has been working with the SS4A program since its beginning in 2022. His background in planning and design of capital improvements results in Safety Action Plans that are implementable, meet federal requirements, and provide grant-ready recommendations.

**EDUCATION**

MS, Planning, Florida State University  
BA, Community Development, St. Cloud State University

**REGISTRATIONS**

American Institute of Certified Planners (AICP)  
#024337

**RELEVANT PROJECT EXPERIENCE**

- ✓ MnDOT Vulnerable Road User Safety Assessment
- ✓ Freeport Safety Action Plan, IL
- ✓ MnDOT Active Transportation Planning & Technical Assistance
- ✓ Alexandria Third Avenue Pedestrian Safety Study, MN

## STAFF NAME &amp; ROLE

## RESUME &amp; EXPERIENCE


**COLIN HARRIS, PE,  
LEED AP**

Principal - Engineer Lead  
Availability: 25%

Colin is a Civil Engineer and Urban Designer with 20 years of experience developing specific recommendations for safety improvements in a variety of contexts including school zones, urban arterials, and roadways in small towns. Colin brings deep technical knowledge of facility selection and design as a professional engineer who has also worked as a local advocate to support bicycling and walking innovation in the region.

**EDUCATION**

BS, Civil Engineering, Brown University

**REGISTRATION**

Professional Engineer:  
MN (#47347); MI (#6201313516); WI (#46232-6); ND (#PE-27314);  
OH (#PE.90473); WA (#44236)

**RELEVANT PROJECT EXPERIENCE**

- ✓ Minnesota Vulnerable Roadway User Assessment
- ✓ Minnesota Department of Transportation (MnDOT) Implementing High Priority Pedestrian Safety Improvements, MN
- ✓ MnDOT TH 55 Interim Pedestrian Safety Project, Minneapolis, MN
- ✓ Green Central Elementary Safe Routes to School, Minneapolis, MN
- ✓ MnDOT Safe Routes to School Demonstration Projects, MN


**DAVID WASSERMAN, AICP**

Civic Analytics Advisor  
Availability: 45%

With 11 years of experience, David is Alta's national Data Science Leader. He applies scientific computing, spatial analysis, and scenario-focused storytelling to the development of effective and community-centered transportation planning solutions. David advises and works on multimodal transportation plans, bicycle master plans, systemic safety studies, python tool and web applications, advanced data visualizations, parking studies, direct ridership models, and station area plans.

**EDUCATION**

MURP, University of Florida, Gainesville  
BS, Sustainability in the Built Environment,  
University of Florida, Gainesville

**REGISTRATION**

American Institute of Certified Planners,  
AICP (#030695)

**RELEVANT PROJECT EXPERIENCE**

- ✓ Nashville/Davidson County Vision Zero Plan, TN
- ✓ Freeport Safety Action Plan, IL
- ✓ Alpharetta Local Roads Safety Action Plan, GA
- ✓ MnDOT Implementing High Priority Pedestrian Safety Improvements
- ✓ NCHRP 08-149 Estimating Benefits of Closing Gaps in Active Transportation Networks


**JOANNE CHO**

Multimodal Transportation  
Planner  
Availability: 40%

Joanne has seven years of experience leading, developing, and delivering several transportation plans and studies that focus on roadway safety improvements for roadway users. She has led overall efforts to collect and document existing and planned conditions, conduct stakeholder meetings, and complete multipart alternatives' evaluation processes. Based out of Minneapolis, Joanne is the federal safety program lead for Stantec Midwest, focusing on SS4A and SRTS programs.

**EDUCATION**

MURP, University of Minnesota - Twin Cities  
MS, Civil Engineering, University of  
Minnesota - Twin Cities  
BA, Beloit College

**RELEVANT PROJECT EXPERIENCE**

- ✓ Meadowlands Action Plan for Safety, NJ
- ✓ Buford Highway Safety Action Plan Safe Streets and Roads For All, Doraville, GA
- ✓ Downtown Chattanooga Streets, Chattanooga, TN
- ✓ Philips Neighborhood Intersection Safety Improvements, Minneapolis, MN


**ERIN PERDU, AICP**

Zoning, Policy, and  
Regulatory Specialist  
Availability: 25%

Erin is a senior urban planner with more than 28 years of experience in both the public and private sectors. She has led comprehensive plans, zoning ordinances, and small-area studies, helping communities turn long-term goals into clear, implementable policies. Erin specializes in modernizing zoning codes, streamlining development standards, integrating missing-middle housing types, and introducing flexible land-use and density tools. Based out of Minneapolis, Erin is often on projects nation-wide for her expertise.

**EDUCATION**

MURP, University of Michigan  
MS, Natural Resources, University of  
Michigan  
BS, Earth Systems, Stanford University

**REGISTRATION**

American Institute of Certified Planners,  
AICP (#015898)

**RELEVANT PROJECT EXPERIENCE**

- ✓ Zoning Code Revision, Valdez, AK
- ✓ Downtown Design Standards and Riverfront Overlay District, Fort Wayne, IN
- ✓ Zoning and Subdivision Code Revision, Mandan, ND
- ✓ Unified Development Ordinance, Holly Springs, NC

## STAFF NAME &amp; ROLE

## RESUME &amp; EXPERIENCE

**JESSE MINTZ-ROTH, AICP**

Safety Analyst  
Availability: 35%

Jesse brings 20 years of public-sector experience advancing safer, more accessible streets for all users. As Vision Zero Manager for the City of San José, he led the development of the 2020 and 2025 Action Plans, updated the High Injury Network, launched quick build teams, secured over \$100M in safety investments—including two USDOT SS4A grants. Under his leadership, traffic fatalities dropped 25%, with pedestrian deaths reaching a seven-year low.

**EDUCATION**

MUP, Harvard University Graduate School of Design  
BA, Public Policy and Geography, The University of Chicago

**REGISTRATION**

American Institute of Certified Planners, AICP (#025444)

**RELEVANT PROJECT EXPERIENCE**

- ✓ Safe Streets Greenwich (SS4A Safety Action Plan), Greenwich, CT
- ✓ New Rochelle Local Safety Action Plan (SS4A), New Rochelle, NY
- ✓ New York State Thruway Authority (NYSTA) Comprehensive Safety Action Plan, NY
- ✓ Clemson Safety Action Plan, Clemson, SC

**JOE POLACEK, AICP**

Engagement Specialist  
Availability: 35%

Joe is experienced in virtual and in-person engagement, creating maps and apps that communicate complex issues and solicit feedback in ways that are approachable and understandable so that diverse stakeholders can better shape their environments. He makes interactive websites, 3D models, renderings, collaborative tools, design framework, and attractive plan deliverables.

**EDUCATION**

MURP, University of Minnesota  
Bachelor of Design in Architecture, University of Minnesota  
Metropolitan Design Certificate, University of Minnesota

**REGISTRATION**

American Institute of Certified Planners, AICP (#35813)

**RELEVANT PROJECT EXPERIENCE**

- ✓ Lyndale Avenue Suburban Retrofit Strategy, Bloomington, MN
- ✓ 1st Avenue North Reconstruction, Minneapolis, MN
- ✓ Nicollet Mall and Downtown Transit Study, Minneapolis, MN
- ✓ Safe Routes to School Plan, Casper, WY
- ✓ Safe Routes to School Plan, Cheyenne, WY

**ANEESHA MARWAH, MUPP**

Multimodal Transportation Planner  
Availability: 55%

Aneesha brings fifteen years of experience working in urban planning, arts and culture policy, affordable housing, nonprofit development, community engagement, land use planning, placemaking/placekeeping, facilitation, arts district development, and state politics. She's worked in over 90 communities nationally; rural and urban and brings an outside perspective and unique approach to community-based development. She specializes in leading crosssector teams, forming unlikely partnerships, and developing right-sized plans that are unique and implementable.

**EDUCATION**

MUPP, University of Illinois - Chicago  
BA, Political Science and International Development, Tulane University

**RELEVANT PROJECT EXPERIENCE**

- ✓ Walk-zata Action Plan, Wayzata, MN
- ✓ Minnesota Pollution Control Agency, Pig's Eye Dump Task Force, Saint Paul, MN
- ✓ Senior Planner/Engagement Specialist, Zan Associates, Minneapolis, MN







## MnDOT Vulnerable Road User Safety Assessment

STATEWIDE, MN | 2023–2024

To improve the safety of vulnerable road users in the state of Minnesota and satisfy the new federal requirements, **Alta** assisted the Minnesota Department of Transportation’s (MnDOT) Office of Traffic Engineering to develop a VRUSA. Alta led this project that included development of a High Injury Network (HIN) for the state and separate studies of bicycling and pedestrian crashes in urban and rural areas within the state. The HIN was built using data from 4,507 fatal and injury bicyclist, pedestrian, and other vulnerable road user crashes over a five-year period.

This assessment documents the agency’s robust and multifaceted efforts to understand vulnerable road user safety. The report satisfies the FHWA guidance by presenting findings from both systemic and HIN analysis to identify high risk areas for vulnerable road users (VRUs).

### CLIENT

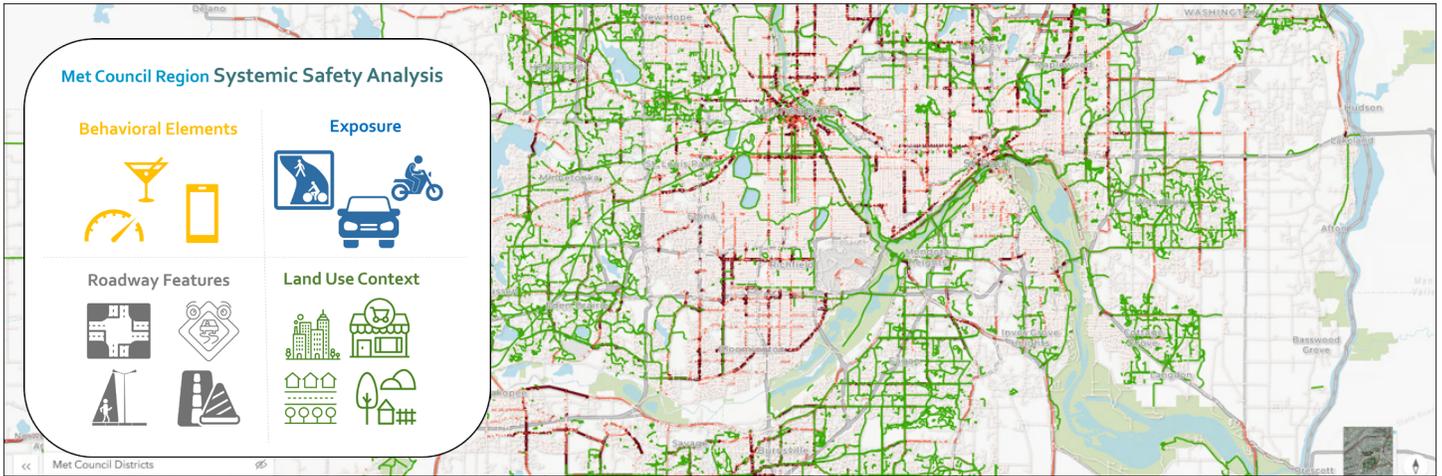
Minnesota Department of Transportation

### CONTACT

Sonja Piper  
 Bicycle & Pedestrian Safety Engineer  
 (651) 234-7376  
 sonja.piper@state.mn.us

### ALTA KEY STAFF

- ✓ Colin Harris, Project Director
- ✓ Matthew Dyrdaahl, Project Manager
- ✓ Erin Daly Davenport, Assistant Project Manager
- ✓ David Wasserman, Civic Analytics Advisor



## Met Council Safety Action Plan

SAINT PAUL, MN | 2023-2025

**Alta** was contracted to complete an evaluation of crash data for crashes with fatalities and serious injuries on all roads within the metropolitan planning organization (MPO) planning area, which includes the MPO’s seven county region and the urbanized portions of Wright and Sherburne Counties. The final products use a Safe System approach and include recommendations on strategies the region can use to reduce traffic deaths and serious injuries.

The analysis included a systemic safety and crash risk index, and the products included regional level cross-tabulations of collisions and contextual characteristics for motor vehicle and bicycle collisions. This identified that collisions per mile were highest on high-speed

arterials, as well as other factors for bicyclists’ risk such as turning conflicts at signalized intersections. These contextual tabulations were transformed into a crash risk index for motor vehicles and bicyclists based on both the proportion of all severe collisions they made up and the proportion of network length that made up each contextual factor. In addition to this index, Alta developed crash rates based on AADT data and modeled bicycle volumes from Replica for the region.

**CLIENT**

Metropolitan Council  
St Paul/Twin Cities, MN

**CONTACT**

Renaee Kuehl  
(763) 475-0010  
rkuehl@srfconsulting.com

**ALTA KEY STAFF**

✓ David Wasserman, Civic Analytics Advisor

## MnDOT Active Transportation Planning and Technical Assistance

MINNEAPOLIS, MN | 2025-ONGOING

**Alta** is currently serving a multi-year contract to provide MnDOT with active transportation strategic planning services, technical expertise and assistance, and capacity building for the design and development of community-built environment projects. This includes developing active transportation plans with communities across Minnesota and providing leadership and technical assistance for action plans and demonstration projects. Alta provides all services needed as part of active transportation plan development, including walk and bike audits; community and stakeholder outreach and facilitation; survey deployment and analysis; existing conditions documentation; and development of strategies and recommendations for priority routes and improvements.

Alta is also supporting work for demonstration projects, including engagement and outreach; collateral development; workshop facilitation; concept designs; and implementation plans.

**CLIENT**

Minnesota Department of Transportation

**CONTACT**

Will Wlizo  
Active Transportation Coordinator  
william.wlizo@state.mn.us

**ALTA KEY STAFF**

✓ Lisa Bender, Project Director

✓ Matthew Dyrdaahl, Project Manager

✓ Erin Daly Davenport, Lead Planner

✓ Colin Harris, Principal Engineer



## Safe Streets Greenwich

GREENWICH, CT

**Stantec** is working with the Town of Greenwich's Public Works Department to develop a federally funded SS4A Safety Action Plan aimed at reducing crashes, fatalities, and serious injuries. The project includes comprehensive crash analysis used to create a Prioritized Investment Network, a toolbox of context-sensitive street-design countermeasures, policy recommendations to support a culture of safety, and 10% concept plans for the town's 15 highest-risk locations. This multidisciplinary effort integrates technical analysis with community input gathered through walking charrettes, public engagement activities, and stakeholder discussions.

To deepen local understanding of roadway safety, Stantec also led a tactile demonstration at Western Middle School that allowed residents—especially students—to experience temporary safety treatments firsthand. The final Action Plan will meet federal SS4A requirements, making Greenwich eligible for future implementation funding, while establishing a roadmap for infrastructure improvements, programmatic and policy changes, greater community awareness, and ongoing progress tracking through the Town's roadway safety Task Force.

### CLIENT

Town of Greenwich

### CONTACT

Michael Kiselak  
203-622-3839  
michael.kiselak@greenwichct.gov



## Clemson Safety Action Plan

CLEMSON, SC

Clemson's Safety Action Plan, funded through USDOT's SS4A program, outlines a clear strategy to eliminate severe and fatal crashes through a data-driven, Safe System-based approach. Led by **Stantec**, the plan includes a comprehensive crash analysis that produced Clemson's first High Injury Network, highlighting where the most serious crashes occur and the key risk factors behind them—such as speeding, unsafe turns, poor visibility, and limited infrastructure for people walking and biking.

So the plan reflects community priorities, Stantec designed an engagement strategy tailored to Clemson's student-heavy population,

gathering input through public open houses and stakeholder sessions with groups including GPATS, Clemson University, K-12 schools, and community organizations. The resulting Safety Action Plan provides more than analysis: it delivers a roadmap for action with 25+ recommended strategies, a customized Countermeasures Toolkit, and guidance for near- and long-term implementation, positioning Clemson to pursue funding and make meaningful progress toward Vision Zero.

### CLIENT

City of Clemson

### CONTACT

Nathan Hinkle  
(864) 624-1126  
nhinkle@cityofclemson.org

## Budget & Cost Control Measures

This proposed budget reflects the scope outlined in this proposal. For each of our projects, we prepare detailed scopes of work that provide us with a tool to track our progress and assure us that the project stays on schedule and within budget. This is supplemented with regular project updates that detail work completed and anticipated tasks to be completed in the next 30 days. This proactive approach to our project management facilitates a common understanding of the expected outcomes and provides an early warning system of pending project issues.

As a company policy, we do not proceed with any extra work unless prior agreement has been reached with the client. We are flexible in our project approach and tailor our work tasks and budget to meet the unique needs of our clients. For example, we anticipate working with the PMT to align our anticipated scope and distribution of budget for community engagement with the Public Involvement Plan that the PMT will create for this project.

Alta Project Managers use Deitek VantagePoint software to manage the complete lifecycle of a project. All project costs and fees are captured in real time for accurate and complete client budgeting and billing.

| Phase   | Alta Planning + Design, Inc.   |  |                                  |                              |                              |                            |                          |                             |                                   |                        |                                    |                                   | Starotec       |            |               |                                       |                               | Square Loop Planning          |                                 |   |              | Total Task Hours | Total Task Fee |                    |   |                                |       |              |                                |            |      |       |        |           |           |           |
|---|--------------------------------|--|----------------------------------|------------------------------|------------------------------|----------------------------|--------------------------|-----------------------------|-----------------------------------|------------------------|------------------------------------|-----------------------------------|----------------|------------|---------------|---------------------------------------|-------------------------------|-------------------------------|---------------------------------|---|--------------|------------------|----------------|--------------------|---|--------------------------------|-------|--------------|--------------------------------|------------|------|-------|--------|-----------|-----------|-----------|
|   | Principal Manager<br>Eric Dohy | Project Manager<br>Dawnspott Wasserman | Civic Analyst<br>David Wasserman | Civic Analyst<br>Iszy Youngs | Sr. Analyst<br>Matthew Dynan | Associate Analyst<br>Dylan | Lead Designer<br>Matthew | Landscape Designer<br>Dylan | Production Designer<br>Isaac Hise | Planner<br>Emily House | Graphic Designer<br>Caitlin Downen | Project Accountant<br>Joseph Mays | Alta Sub Total | Alta Hours | Alta Expenses | Starotec Project Manager<br>James Cho | Safety Advisor<br>Joanna Roth | GIS Specialist<br>Jesse Mizzi | Urban Planner<br>Michael Polack | Traffic and Safety Analyst<br>Brent Hyonowski | Sub Expenses |                  |                | Starotec Sub Total | Starotec Project Manager<br>Arieha Aronch | Graphic Designer<br>Mag Heaton | Hours | Sub Expenses | Square Loop Planning Sub Total |            |      |       |        |           |           |           |
| <b>A. Project Management</b>  | 24                             | 92                                     | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 4                                 | 4                      | 0                                  | 0                                 | 24             | 144        | \$ -          | 24,627                                | 16                            | 0                             | 0                               | 0   | 0            | 0                | 0              | 30                 | 30  | \$ -                           | 3,467 | 25           | 15                             | 15         | 30   | \$ -  | 7,160  | 204       | \$ 35,244 |           |
| Project Management  | 22                             | 46                                     | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 24                                | 92             | \$ -       | 16,067        | 16                                    | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 30                 | 30  | \$ -                           | 3,467 | 15           | 15                             | 15         | 30   | \$ -  | 4,950  | 142       | \$ 24,484 |           |
| PMT Coordination  | 0                              | 40                                     | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 0                                 | 40             | \$ -       | 6,560         | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | \$ -                           | \$ -  | 0            | 0                              | 0          | 0    | \$ -  | 0      | 0         | \$ 6,560  |           |
| City Council and Planning and Zoning Commission Meetings                | 2                              | 6                                      | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 4                                 | 4                      | 0                                  | 0                                 | 12             | \$ -       | 2,000         | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | 0                              | \$ -  | \$ -         | 10                             | 0          | 10   | \$ -  | 2,200  | 22        | \$ 4,200  |           |
| <b>B. Leadership Commitment</b>   | 6                              | 0                                      | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 4                                 | 4                      | 0                                  | 0                                 | 10             | \$ -       | 2,000         | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | 0                              | \$ -  | \$ -         | 20                             | 10         | 30   | \$ -  | 5,600  | 40        | \$ 7,500  |           |
| Leadership Commitment   | 6                              | 0                                      | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 4                                 | 4                      | 0                                  | 0                                 | 10             | \$ -       | 2,000         | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | 0                              | \$ -  | \$ -         | 20                             | 10         | 30   | \$ -  | 5,600  | 40        | \$ 7,500  |           |
| <b>C. Data Gathering</b>  | 0                              | 4                                      | 8                                | 40                           | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 0                                 | 62             | \$ -       | 8,960         | 162                                   | 20                            | 30                            | 30                              | 0   | 24           | 256              | \$ -           | 56,399             | 0   | 0                              | \$ -  | \$ -         | 0                              | 0          | 0    | 0     | \$ -   | 66,359    | 308       | \$ 66,359 |
| Crash Trends  | 0                              | 0                                      | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 0                                 | 0              | \$ -       | 0             | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | \$ -                           | \$ -  | 0            | 0                              | 0          | 0    | \$ -  | 0      | 0         | \$ 0      |           |
| HIN Development   | 0                              | 0                                      | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 0                                 | 0              | \$ -       | 0             | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | \$ -                           | \$ -  | 0            | 0                              | 0          | 0    | \$ -  | 0      | 0         | \$ 0      |           |
| Equity Segment Analysis   | 0                              | 4                                      | 8                                | 40                           | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 0                                 | 52             | \$ -       | 8,960         | 122                                   | 20                            | 30                            | 30                              | 0   | 172          | 20               | \$ -           | 37,800             | 0   | 0                              | \$ -  | \$ -         | 0                              | 0          | 0    | 0     | \$ -   | 37,800    | 172       | \$ 37,800 |
| Existing Facilities Inventory   | 0                              | 0                                      | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 0                                 | 0              | \$ -       | 0             | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | \$ -                           | \$ -  | 0            | 0                              | 0          | 0    | \$ -  | 0      | 0         | \$ 0      |           |
| Safety Analysis Memo  | 0                              | 0                                      | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 0                                 | 0              | \$ -       | 0             | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | \$ -                           | \$ -  | 0            | 0                              | 0          | 0    | \$ -  | 0      | 0         | \$ 0      |           |
| <b>D. Community Engagement and Outreach</b>                             | 14                             | 38                                     | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 30                                | 8                      | 60                                 | 0                                 | 160            | \$ 1,800   | 26,332        | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | 0                              | \$ -  | \$ -         | 30                             | 50         | 60   | \$ -  | 12,100 | 210       | \$ 38,432 |           |
| Stakeholder Group Meetings  | 10                             | 12                                     | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 0                                 | 22             | \$ -       | 4,440         | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | 0                              | \$ -  | \$ -         | 20                             | 0          | 10   | \$ -  | 4,400  | 32        | \$ 8,840  |           |
| Project Website and Webmap  | 0                              | 6                                      | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 0                                 | 8                      | 60                                 | 0                                 | 74             | \$ -       | 11,560        | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | 0                              | \$ -  | \$ -         | 0                              | 10         | 10   | \$ -  | 1,100  | 84        | \$ 12,660 |           |
| Printed Engagement Materials*   | 0                              | 0                                      | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 0                                 | 0              | \$ 1,800   | 1,800         | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | \$ -                           | \$ -  | 0            | 40                             | 40         | \$ - | 6,600 | 40     | \$ 8,400  |           |           |
| PIP-Driven Engagement Support   | 0                              | 10                                     | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 20                                | 0                      | 0                                  | 0                                 | 20             | \$ 3,060   | 3,060         | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | \$ -                           | \$ -  | 0            | 0                              | 0          | \$ - | 0     | 0      | \$ 3,060  |           |           |
| Public Engagement Summary   | 4                              | 10                                     | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 0                                 | 34             | \$ -       | 5,472         | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | \$ -                           | \$ -  | 0            | 0                              | 0          | \$ - | 0     | 0      | \$ 5,472  |           |           |
| <b>E. Strategic Framework and Transportation Safety Countermeasures</b> | 0                              | 34                                     | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 30                                | 16                     | 48                                 | 0                                 | 128            | \$ -       | 21,903        | 24                                    | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 24                 | 24  | \$ -                           | \$ -  | 5            | 5                              | 0          | \$ - | 1,650 | 152    | \$ 28,754 |           |           |
| Policy and Plans Assessment   | 0                              | 0                                      | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 0                                 | 0              | \$ -       | 0             | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | \$ -                           | \$ -  | 8            | 0                              | 0          | \$ - | 0     | 0      | \$ 1,734  |           |           |
| Strategies and Countermeasures  | 0                              | 14                                     | 0                                | 0                            | 14                           | 0                          | 0                        | 0                           | 36                                | 0                      | 0                                  | 0                                 | 64             | \$ -       | 10,710        | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | 0                              | \$ -  | \$ -         | 5                              | 5          | 0    | \$ -  | 1,650  | 64        | \$ 12,360 |           |
| Prioritized Project/ Strategy List and Concept Development              | 0                              | 20                                     | 0                                | 0                            | 16                           | 16                         | 0                        | 0                           | 12                                | 0                      | 0                                  | 0                                 | 64             | \$ -       | 11,193        | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | 0                              | \$ -  | \$ -         | 0                              | 0          | 0    | \$ -  | 0      | 0         | \$ 11,193 |           |
| 11th Ave Demonstration Project** OPTIONAL VALUE ADD                     | 0                              | 0                                      | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 0                                 | 0              | \$ -       | 0             | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | \$ -                           | \$ -  | 0            | 0                              | 0          | \$ - | 0     | 0      | \$ 0      |           |           |
| Evaluation/ Reporting Plan  | 0                              | 0                                      | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 0                                 | 0              | \$ -       | 0             | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | \$ -                           | \$ -  | 16           | 0                              | 0          | \$ - | 3,467 | 16     | \$ 3,467  |           |           |
| <b>F. Pedestrian and Bicycle Plan</b>                                   | 2                              | 22                                     | 0                                | 0                            | 14                           | 4                          | 30                       | 10                          | 4                                 | 30                     | 0                                  | 0                                 | 72             | \$ -       | 12,520        | 6                                     | 0                             | 0                             | 22                              | 0   | 28           | \$ -             | 5,584          | 4                  | 6   | 10                             | \$ -  | \$ -         | 1,540                          | 4          | 6    | 10    | \$ -   | 1,540     | 110       | \$ 19,644 |
| Network Recommendations   | 0                              | 8                                      | 0                                | 0                            | 6                            | 0                          | 0                        | 0                           | 10                                | 0                      | 0                                  | 0                                 | 24             | \$ -       | 4,162         | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | 0                              | \$ -  | \$ -         | 0                              | 0          | 0    | \$ -  | 0      | 0         | \$ 4,162  |           |
| Priority Pedestrian and Bicycle Corridor Improvements                   | 0                              | 4                                      | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 0                                 | 16             | \$ -       | 3,234         | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | \$ -                           | \$ -  | 4            | 0                              | 4          | \$ - | 880   | 20     | \$ 4,114  |           |           |
| Priority SRTS Improvements  | 2                              | 10                                     | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 20                                | 0                      | 0                                  | 0                                 | 32             | \$ -       | 5,124         | 6                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | \$ -                           | \$ -  | 0            | 6                              | 6          | \$ - | 680   | 38     | \$ 5,784  |           |           |
| Mainstreet Vision   | 0                              | 0                                      | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 0                                 | 0              | \$ -       | 0             | 0                                     | 0                             | 22                            | 0                               | 28  | \$ -         | 5,584            | 0              | 0                  | 0   | \$ -                           | \$ -  | 0            | 0                              | 0          | \$ - | 0     | 0      | \$ 5,584  |           |           |
| <b>G. Safe Streets and Roads for All Plan</b>                           | 0                              | 0                                      | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 0                                 | 70             | \$ -       | 12,075        | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | \$ -                           | \$ -  | 0            | 0                              | 0          | \$ - | 0     | 0      | \$ 12,075 |           |           |
| Final Safety Action Plan  | 0                              | 0                                      | 0                                | 0                            | 0                            | 0                          | 0                        | 0                           | 0                                 | 0                      | 0                                  | 0                                 | 70             | \$ -       | 12,075        | 0                                     | 0                             | 0                             | 0                               | 0   | 0            | 0                | 0              | 0                  | 0   | \$ -                           | \$ -  | 0            | 0                              | 0          | \$ - | 0     | 0      | \$ 12,075 |           |           |
| <b>Staff Hours</b>  | 46                             | 190                                    | 8                                | 40                           | 44                           | 20                         | 116                      | 28                          | 110                               | 24                     | 628                                | 228                               | 20             | 30         | 22            | 24                                    | 338                           | 84                            | 86                              | 130   | 1084         | 84               | 86             | 130                | 1084                                      | \$ -                           | \$ -  | 25,400       | \$ 25,400                      | \$ 196,245 |      |       |        |           |           |           |
| <b>Labor Total</b>  | \$ 11,304                      | \$ 31,184                              | \$ 1,920                         | \$ 6,400                     | \$ 10,327                    | \$ 3,030                   | \$ 16,702                | \$ 5,800                    | \$ 16,875                         | \$ 3,075               | \$ 106,617                         | \$ 44,916                         | \$ 5,020       | \$ 5,910   | \$ 3,894      | \$ 5,088                              | \$ 64,228                     | \$ 16,800                     | \$ 6,600                        | \$ 25,400                                     | \$ 196,245   |                  |                |                    |   |                                |       |              |                                |            |      |       |        |           |           |           |
| <b>Project Total (Labor + Expenses + Sub Markup)</b>                    | \$ 11,304                      | \$ 31,184                              | \$ 1,920                         | \$ 6,400                     | \$ 10,327                    | \$ 3,030                   | \$ 16,702                | \$ 5,800                    | \$ 16,875                         | \$ 3,075               | \$ 1,800                           | \$ 108,417                        | \$ 49,408      | \$ 5,522   | \$ 5,841      | \$ 4,283                              | \$ 5,597                      | \$ 70,651                     | \$ 18,480                       | \$ 9,460                                      | \$ 207,008   |                  |                |                    |   |                                |       |              |                                |            |      |       |        |           |           |           |

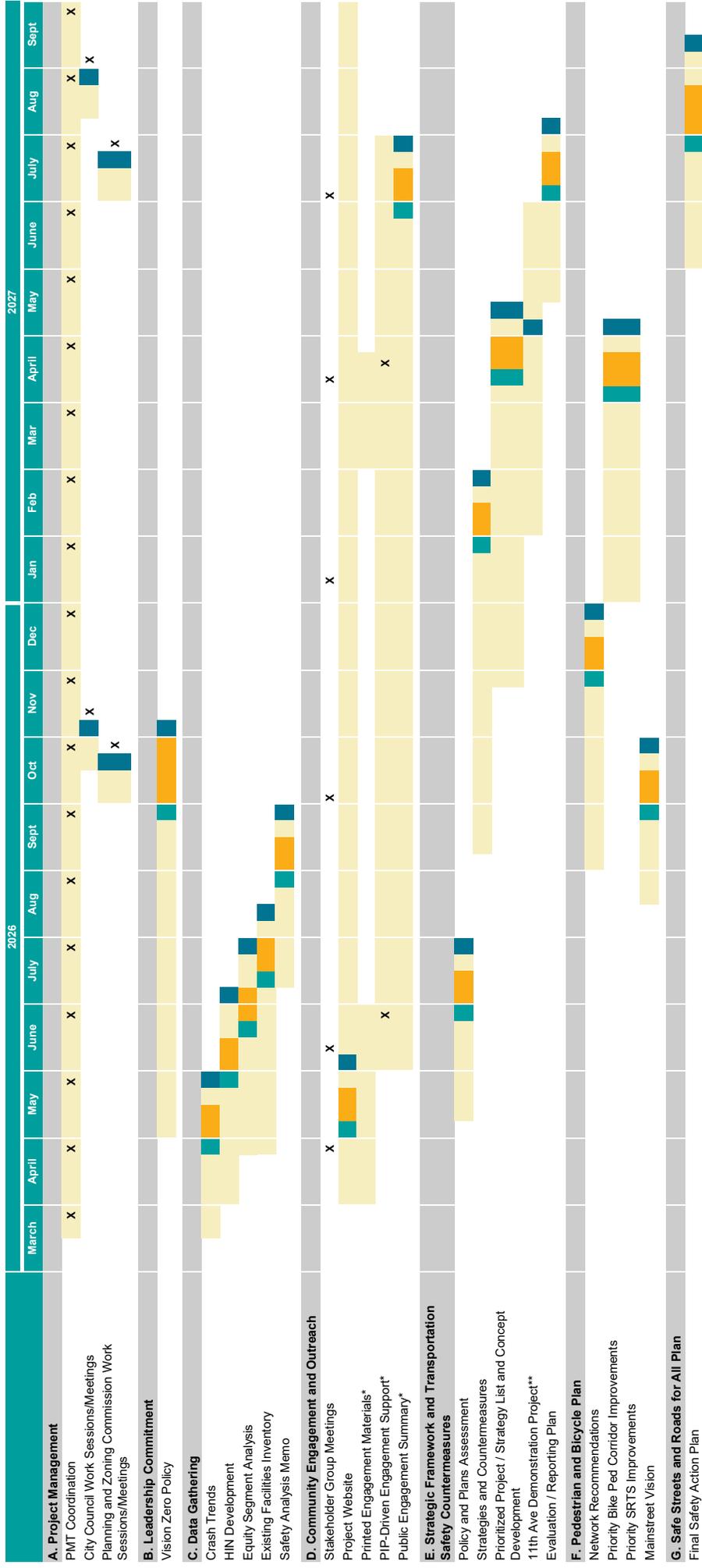
**General Notes:**

- This fee proposal is valid for 90 days from the date submitted.
- Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.
- Hourly rates will be adjusted if work is continued into subsequent year(s).

## Schedule

This proposed schedule reflects the scope outlined in this proposal. Alta maintains an up-to-date critical path schedule that identifies when key decisions need to be made. Alta has included a project schedule which identifies the task development, City, and project team review and decision-making time frames necessary to keep the project on track. Following the kick-off meeting, Alta will create a critical path method schedule shown as a Gantt chart, indicating key milestones and deliverable dates for completing the project within the allotted

timeframe. During the preparation of the schedule, Alta will be in close coordination with our team members and agency staff to see that the timelines and deliverables are reflective of the proposed outreach strategies and calendar, in alignment with the Public Involvement Plan developed by the PMT. This schedule will serve as the “baseline” and will be updated as needed to correspond with all project meetings and reflect the monthly progress reports. Internally, Alta uses Wrike project management software to keep track of interim tasks between key milestones and project deliverables.



**LEGEND**  
 Task Progress Meeting / Workshop  
 Draft Deliverable  
 Final Deliverable  
 Client review

\*The timing of hours to support public engagement will be revised and distributed based on coordination with the PMT, as outlined in the Public Involvement Plan.  
 \*\*The 11th Ave Demonstration Project is proposed as an optional, value add task outside of the scope budgeted here. With additional funding and scope development, the demonstration project would be timed as shown in this schedule, to support final countermeasure recommendations.



CITY OF HOPKINS

Planning & Economic  
Development

## City Council Report 2026-032

To: Honorable Mayor and Council Members  
Mike Mornson, City Manager

From: Sam Gallagher, Associate Planner

Date: March 16, 2026

Subject: Approval of Shared Bike and Scooter Program License Agreement – Lime

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### RECOMMENDED ACTION

**MOTION TO** approve the Shared Bike and Scooter Program License Agreement between the City of Hopkins and Neutron Holdings, Inc. dba Lime.

### OVERVIEW

Hopkins had successful shared scooter programs in 2022, 2023 and 2025 and has negotiated a license agreement for 2026. The shared bike and scooter program license agreement provides micromobility vehicle sharing to support the City's goals around transportation mode share, equitable access, physical and environmental health, and sustainability.

In the 2022 season, Bird scooters provided a Hopkins-only pilot program and in 2023, Spin scooters were provided in partnership with Hopkins, St Louis Park and Golden Valley. In 2024, Spin was acquired by Bird, which had filed for Chapter 11 bankruptcy. The uncertainty surrounding Spin's financial stability prompted partnership between Hopkins, St Louis Park, and Golden Valley to issue a Request for Proposals, which received no proposals and thus had no scooters in the 2024 season.

In November 2025, Hopkins executed a Memorandum of Understanding with the cities of Minneapolis, Saint Paul, Saint Louis Park, Hopkins, the Minneapolis Park Board and the University of Minnesota and issued a joint Request for Applications for shared scooter and bike service across jurisdictions. Individual cities retained the right to negotiate and execute contracts with operators individually. Spin and Lime were offered contracts for the 2025 season, with the option to be extended in future years at the discretion of the licensing cities. In the 2025, season Spin executed a contract with Hopkins to provide shared bikes and scooters.

Hopkins' 2026 Lime contract agreement is very similar to the 2025 license agreement and has been reviewed by Public Works and Kennedy & Graven. In addition to safety and operational items, the key terms of the agreement are as follows:

#### Duration

- Initial term is April 1, 2026 to November 15, 2025. Starting on November 15, 2026, the licensee may reduce their fleet.

- Agreement can be renewed by the City for up to two additional years.

### Fees

- Licensee pays the annual fee of \$500
- Plus a one-time fee of \$3,750 for delivery of 50 scooters

### Service Area

- City has the ability to GEO fence with one week notice
- Mainstreet is a slow zone – 10 mph maximum
- City has the ability to rebalance and/or reduce distribution

A new or renewed agreement with Spin is still being negotiated. If acceptable terms are reached, staff may also bring forward an agreement with Spin that would provide for two operators in the City of Hopkins in 2026.

### **SUPPORTING INFORMATION**

- License Agreement for Shared Bike and Scooter Program

## **LICENSE AGREEMENT FOR SHARED BIKE AND SCOOTER PROGRAM**

**THIS AGREEMENT** (the “Agreement” or “License Agreement”), made as of the 16th day of March, 2026 by and between the City of Hopkins, a Minnesota home rule charter city (herein called “City”) and Neutron Holdings, Inc. dba Lime (herein called “Licensee”) (collectively, “Parties”).

**WHEREAS**, the City adopted an ordinance at Hopkins Code of Ordinances, Section 38 Articles V and VI, to facilitate and regulate bicycles and motorized foot scooter micromobility sharing operations in the City’s right of way (“Ordinance”); and

**WHEREAS**, Licensee owns a fleet of commercial, motorized foot scooters and/or bicycles intended or equipped for shared use by paying consumers from right of way locations in the City of Hopkins (“Licensee’s Fleet” or “Licensee’s Vehicles” or “Fleet Vehicles”); and

**WHEREAS**, Licensee’s Vehicles are approved bicycles, electric-assisted bicycles, motorized foot scooters, and any other transportation device identified as a micromobility vehicles as defined by the Ordinances; and

**WHEREAS**, Licensee’s operation requires use of City-managed right of way to facilitate the stationing and parking of Licensee’s Fleet within the City of Hopkins (“Program Facilities”), and it is considered a low power vehicle sharing operation or bicycle sharing operation under the Ordinances (“Licensee’s Operation”); and

**WHEREAS**, Licensee has submitted a written proposal to the City for a license to implement Licensee’s Operation under the provisions of the Ordinances;

**WHEREAS**, the City controls certain public rights of way and recreational trails located within its municipal boundaries (“City Right of Way”); and

**WHEREAS**, the City Right of Way contemplated by this Agreement does not cover areas that are not controlled by the City, including but not limited to, all streets, roads, trails, or parkways owned by Three Rivers Park District, and/or private property owners; and

**WHEREAS**, allowing bicycles, electric-assisted bicycles, motorized scooters, and any other transportation device identified as a micromobility vehicle to exist in the City Right of Way is likely to promote the public’s health, safety, and welfare by encouraging efficient and limited use of traditional motor vehicles, thereby reducing traffic volumes, noise, and air pollution; and

**WHEREAS**, the City believes bicycles, electric-assisted bicycles, motorized scooters, and any other transportation device identified as a micromobility vehicle sharing has the potential to help achieve the City’s goals around transportation mode share, equitable access, physical and environmental health, and climate change; and

**WHEREAS**, the City must balance the benefits of bicycles, electric-assisted bicycles, motorized scooters, and any other transportation device identified as a micromobility vehicle sharing operations with its duty to keep streets and sidewalks safe, orderly, and free of unregulated obstructions and encumbrances; and

**WHEREAS**, based on demand for shared motorized foot scooters and bicycles, the City has authorized establishment of a Shared Bike and Scooter Program (“Program”); and

**WHEREAS**, this Agreement is intended to outline the terms and conditions under which Licensee will be allowed to utilize the City Right of Way during the Program.

**NOW, THEREFORE**, for and in consideration of the following terms and conditions, the parties hereto agree as follows:

## **ARTICLE I. USE OF CITY RIGHT OF WAY**

1. Authorization. In accordance with Hopkins Code of Ordinances, § 38.241, the City hereby grants a revocable, non-exclusive license to Licensee to implement Licensee’s Operation with respect to bicycles, electric-assisted bicycles, motorized scooters, and any other transportation device identified as a micromobility vehicle, each within the City Right of Way during the term provided in Article II, subject to all of conditions set forth herein and under applicable federal, state, and local law, including but not limited to Hopkins Code Of Ordinances Article V §§38.240-38.247.

This authorization is not a lease or an easement and shall not be construed to transfer any real property interest in the public Right of Way or other City property.

2. Additional Uses. Licensee expressly understands and agrees that this license does not grant Licensee or its contactors the ability to exclude, or prohibit others from using, the City Right of Way. Licensee further understands and agrees that the City holds its interest in the City Right of Way in trust for the public, and that the City’s uses, needs, and obligations shall at all times supersede Licensee’s privileges under this Agreement.

## **ARTICLE II. TERM**

The term of this license agreement shall be through March 1, 2027, unless terminated earlier as provided herein. Following the initial term, the City shall have the option to renew this Agreement for two (2) additional 12-month terms, with each option to be exercised at the sole discretion of the City. The license set forth in this agreement may be terminated at any time, for any reason, in the sole discretion of the City upon twenty-four (24) hours written notice by the City to Licensee. Licensee may terminate this agreement at any time, for any reason, upon sixty (60) days written notice by Licensee to the City. In the event of early termination, Licensee will be granted a reasonable period of time in which to collect and remove Licensee’s Vehicles, and any other facilities owned by Licensee, and to restore the City Right of Way in accordance with Article V, Section 4. The provisions of Article V, Section 9 herein shall survive termination of this license.

## ARTICLE III. TERMS AND CONDITIONS FOR USE OF CITY RIGHT OF WAY

Licensee agrees that it will implement Licensee's Operation in accordance with the following terms and conditions:

### 1. Vehicle Fleet Size

- a. Notwithstanding the terms of this license, the City shall retain the authority to unilaterally limit or reduce the number of Fleet Vehicles under this Agreement.
- b. A minimum of 50 bicycle and scooter devices, with no more than 75 maximum, must be made available for public use no later than thirty (30) days after initial deployment, and deployment of bicycle and scooter devices must begin within seven (7) days of April 1, 2026, unless otherwise notified by the City. Licensee must have full allotment of bicycle and scooter devices in the market no later than thirty (30) days after initial deployment, and available to deploy to meet demand. Starting on November 15th, 2026, unless otherwise notified by the City, Licensee may reduce their fleet below 50 bicycle and scooter devices without penalty in preparation for the end of the season.
- c. After the first month, vendors may expand the fleet size to meet demand. Vendors will keep in contact with designated Contract Administrator for the City which will monitor vendor's performance in meeting the requirements of this Agreement as well as demonstrated need for more devices.
- d. Deployment of scooters must begin within seven (7) days of April 1, 2026, unless otherwise notified by the City. Licensee must provide a minimum of 50 bicycles and scooters available for public use no later than 30 days after initial deployment.
- e. If any Licensee declines to use their full initial deployment of electric assisted bicycles or motorized foot scooters, the City reserves the right to redistribute the remaining vehicles to another Licensee.
- f. Availability to the public will be defined by the number of scooters available to rent in the public right of way including a +/- 5% variance for unaccounted vehicles in use.
- g. If at any point during the license period the Licensee's fleet drops below their approved minimum initial deployment level as set forth in Section 1(b) of this Article III, including a +/- 2 0% variance for unaccounted vehicles in use, a penalty will be assessed as outlined in the Parking and Mobility Services Fee and Rate Schedule. Starting on November 15<sup>th</sup>, 2026, unless otherwise notified by the City, Licensee may reduce their fleet below the initial deployment level of motorized foot scooters without penalty in preparation for the end of the season.
- h. The City will hold compliance meetings as defined by Section 3(a) with Licensee to review compliance and utilization data.
  - o The City will review fleet size and utilization monthly.
- i. Licensee shall notify the City when reducing the number of fleet vehicles available for public use due to weather or emergency situations.

### 2. Program Facilities

- a. Program Facilities are defined as parking locations that are docking or lock-to compliant for fleet vehicles and may include charging facilities, lightweight non-anchored sidewalk facilities, meter hitches, and permanent sidewalk rack facilities.
- b. Licensee will obtain necessary leases, licenses, permits, or other authorizations for the real property upon which Licensee will install, equip, own, maintain, and operate the Facilities, including but not limited to:
  - o Application shall be made and shall contain such information as may be required by the City's Director of Public Works. The applicant shall agree in making application for a permit to remove the Program Facility upon request at no cost to the City. The applicant shall attach to the application a fully detailed sketch or plan showing the dimensions of the Program Facility, the adjoining street and sidewalk, all posts and fixtures in the adjoining sidewalk, and all structures, fixtures, or buildings on abutting land. The Planning and Economic Development Department and Department of Public Works shall review the application and plan, and issue approval or denial.
  - o Receipt of legal authority in the form of a permit to install Program Facilities in public right of way or private property.
  - o All City-permitted Program Facilities must be clearly identified and show if they are branded or unbranded facilities. All Program Facilities must follow the City's design specifications.
  - o Licensee must provide advance notice of installation and removal of Program Facilities. Additionally, Licensee must provide monthly updates on the location of their Program Facilities on the 1st day of every month.
  - o Landscaping and site restoration requirements have been completed in accordance with Program Facility plans.
  - o The City has received or shall simultaneously receive a lien waiver from each contractor, subcontractor, or materials supplier for all work finished and for all materials furnished by it for the Program and Facilities, or such liens have been bonded to the satisfaction of the City.
  - o Seasonal removal and reinstallation of Facilities, other than Store in Place stations as pre-approved by the City.

3. Compliance, Programming, and Pricing

- a. The City will hold an initial compliance meeting a month and a half after initial deployment. Thereafter during peak season (May- October), Licensee shall provide the City with reports provided via e-mail. The City will evaluate each Licensee's compliance with City policies and Program terms and conditions, including, but not limited to the following:
  - o Determination of Licensee's average rides per scooter per day
  - o Compliance with commitments made in partnering Memorandum of Understanding City Licensee's Proposal such as, but not limited to:
    - o Low-income program participation and signup rates
    - o Completion of engagement, communication, and events
    - o User compliance programs

- Participation in other City pilots
  - Sustainability metrics
- b. Notwithstanding Sections 1(a), (b), (c), and (d) herein, the City may limit or reduce the maximum number of vehicles in Licensee’s Fleet allowed under the Ordinance and this license. If such reduction is related to noncompliance issues governed by this license, then an equivalent reduction may not be applied to all Program licensees.
- c. The City will notify Licensee of any increases or decreases applicable to Licensee’s Fleet under this section by sending written or emailed notice. Such increases and/or decreases shall not require an amendment to this license agreement.
- d. Licensee must provide a pricing program for lower income and human service recipients. Eligibility must use the Metro Transit Assistance Program (TAP) for verification, and Licensee must show proof of compliance as requested.
- e. Licensee must participate in a lower income program eligibility pilot program as determined by the partnering Memorandum of Understanding City requirements.
- f. Licensee must provide a user compliance penalty and fine structure annually to the City prior to season launch.
- g. Licensee must provide 45 days advanced notice to the City of any new systemwide base pricing changes and 30 days for other pricing changes or tests.
- h. Licensee must give advance notice of any public facing event, community event or other engagement efforts so that the City may publicize and participate in such events. Licensee must obtain any permissions or permits necessary for any in-person engagement events. The Licensee agrees to assist and cooperate with such publicity and participation. The Licensee further agrees that the City shall also have the right to issue press releases concerning the program.

#### 4. Fleet Equipment, Maintenance, and Safety Requirements

- a. Licensee must obtain and receive written approval from the City at least two weeks prior to the introduction of any new model of a licensed vehicle to be included in Licensee’s Fleet. Licensee must also obtain and receive written approval for any modifications to any vehicle that substantially alters the vehicle’s operating characteristics.
- b. All vehicle models in Licensee’s Fleet must receive approval through a demonstration test with the City prior to public release.
- c. Licensee’s Fleet shall be equipped with equipment meeting all specifications, including but not limited to brakes, reflectors, and lighting as set forth in Minnesota State Statutes 169.222, 169.223, 169.224 and 169.225.
- d. Licensee’s Fleet must be certified as safe to operate under any applicable standard by Underwriters Laboratories, or an equivalent safety rating.
- e. All vehicles in Licensee’s Fleet shall be equipped with both: a) a locking mechanism to prevent theft and ensure compliance with parking requirements as stated herein; and b) with the exception of non-electric assisted bikes, an operable, on-board mechanism to provide real-time location when a vehicle is parked or in a trip.

- f. Licensee must notify the City of any manufacturer or equipment recalls within 72 hours. If the recall issue is a safety risk, equipment must be removed from the City Right of Way within 24 hours.
- g. Licensee will remain responsible for the maintenance of each vehicle in Licensee's Fleet, including ensuring any installed or refurbished IoT units, technology mechanisms, or locking systems are updated and functioning properly such as identifying the correct vehicle type.
- h. Each vehicle in the Licensee's fleet shall have a unique identifier clearly displayed on each side of the vehicle. The identifier shall be in the form of numbers and/or letters that are at least 2.5" tall in order to be read from a distance. The identifier will be used for the purposes of conveying or documenting parking or safety complaints, and for auditing the quantity and type of vehicles in Licensee's Fleet. Licensee's logo or business name should be adjacent to the unique identifier, and be at least the same 2.5" tall size as the identifier on each side of the vehicle.
- i. Unless the licensee receives prior approval for modifications from the City, each vehicle in Licensee's Fleet must visibly display the following instructions, or a substantively similar version thereof, located on every vehicle:
- i. "No Sidewalk Riding"
  - ii. "Wear A Helmet"
  - iii. "Yield to Pedestrians"
  - iv. "Don't Ride with a Passenger" / "No Group Rides"
  - v. The Licensee's customer service phone number
- j. Licensee shall proactively remove any and all inoperable or unsafe vehicles from Licensee's Fleet within 12 hours of the initial onset of such condition.
- k. Licensee shall complete all vehicle charging in a warehouse/building/facility approved by a licensed electrician. Proof of inspection must be provided to the City upon request. Vehicles must not be charged or serviced in the public Right of Way. A direct exchange of battery packs or minor adjustments does not constitute service. This does not apply to vehicles charging at City approved Program Facilities in the Public Right of Way.
- l. Licensee agrees that it will have a customer service phone number staffed from at least 7am-10pm Hopkins Time on days Licensee's Fleet is in service on City Right of Way. Licensee's customer service line shall accept voicemail at all other times to report parking or operational complaints, and safety or maintenance concerns. Licensee will also maintain a multilingual website and mobile application which shall be available to the general public 24 hours per day, 7 days per week, including certain languages as specified by the City.
- m. Licensee warrants that it complies with applicable provisions of Minnesota and federal disabilities laws and regulations, including, but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq., as amended. Licensee also warrants that the products or services it will provide under this license comply with applicable provisions of the accessibility requirements of Section 508 of the United States Workforce Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194.

- n. Licensee agrees that it will proactively provide all customers of Licensee's Fleet with a summary of instructions and laws regarding proper riding, parking, and operations of fleet vehicles including those set forth in City of Hopkins Ordinance Section 38 Articles V and VI, Minnesota State Statutes §§ 169.222, 169.223, 169.224 and 169.225, and any other law or regulatory provision applicable to the operation and/or parking of fleet vehicles.
- o. Licensee agrees that it will either require or recommend the use of helmets to all customers of Licensee's Fleet.
- p. Licensee will keep and maintain a comprehensive and complete record of all official and unofficial Fleet Vehicle collision reports received by Licensee or its contractor(s) during the term of this license. The record shall include those items as enumerated in the operations plan and a copy of the record shall be provided to the City within three business days (3) of when the Licensee is notified of an incident.
- q. If one of the Licensee's vehicles is involved in an incident related to law enforcement activities and is impounded by law enforcement, the Licensee will be notified by the appropriate authorities when the vehicle is available for retrieval.
- r. If the City determines, in its sole discretion, that any of Licensee's consumers or customers have failed to comply with applicable laws governing the safe operation and/or parking of Licensee's Vehicles, including but not limited to, breach of any current or future laws governing driver's license requirements, the use of helmets, operation on sidewalks, and/or parking requirements, or have otherwise demonstrated a threat to public health, safety, or welfare, then the City may require Licensee to implement additional measures to promote compliance, or this license may be subject to revocation.
- s. Throughout the license period, the City will be monitoring bodies of water for abandoned vehicles. If notified of an abandoned vehicle in any body of water, Licensee shall retrieve it within 72 hours. If inclement weather conditions hinder retrieval Licensee may request an extension from the City. After 72 hours, if the City retrieves any abandoned vehicles, the Licensee will be invoiced for any expenses incurred.

#### 5. Fleet Vehicle Distribution

Licensee shall comply with the following daily vehicle distribution requirements:

- a. Licensee shall distribute its Fleet Vehicles throughout the City in a manner that accounts for citizen demand, the City's requests, and is consistent with this Agreement and all laws, regulations, and ordinances. Licensee shall not deploy Fleet Vehicles at inappropriate densities and shall monitor its Licensee Fleet density at least once every day and relocate vehicles as needed to comply with these density requirements. The City, in its sole discretion, may require Licensee to rebalance the distribution of Fleet Vehicles in specified areas of the City if deemed too dense or too sparse.
- b. Distribution requirements will be evaluated by the City monthly and may be increased or decreased by the City.
- c. Notwithstanding any other provision to the contrary in this Article III, Section 5, the City may require Licensee to rebalance the distribution of Licensee's Fleet in specified areas of the City if deemed by the City to be too dense or too

sparse, or if doing so will help promote equitable access to and from traditionally underserved areas within the City. Licensee will comply with all such requests within 24 hours of receiving written notice from the City.

e. During the course of this license, the City will have discussions with Licensee around the hours of operation to determine if changes would be beneficial. The City reserves the right to unilaterally change the hours of operation allowed under the Ordinance and this license. In the event the hours of operation change, then an equivalent change shall be applied to all Program Licensees.

## 6. Fleet Vehicle Parking and Riding

Licensee and Licensee's customers shall comply with the following parking and riding rules and restrictions in the City Right of Way:

- a. No person may operate a motorized foot scooter upon a sidewalk, except when necessary to enter or leave adjacent property.
- b. No person may operate a bicycle upon a sidewalk within a business district or upon any sidewalk where prohibited by appropriate signage, except when necessary to enter or leave adjacent property.
- c. No person may operate a Fleet Vehicle that is carrying any person other than the operator.
- d. Fleet Vehicles must be parked upright and stabilized with a kickstand when not in use.
- e. Fleet Vehicles must not be parked and/or ridden in any location or manner that will impede normal and reasonable pedestrian traffic and/or access to:
  - i. Pedestrian ramps
  - ii. Building/property entrances
  - iii. Driveways
  - iv. Loading zones
  - v. Disability parking and transfer zones
  - vi. Safety and disabled access features, including curb ramps, wheelchair ramps, ramp landings, handrails, areas of refuge, and detectable warning surfaces
  - vii. Transit stops and facilities, including stations, shelters, passenger waiting areas, and bus layover and staging zones
  - viii. Crosswalks
  - ix. Parklets
  - x. Street/sidewalk cafes
  - xi. Traffic signal or street light poles
  - xii. Street furnishings (benches, trees or other Right of Way plantings, etc.)
  - xiii. Underground utility, sewer, or water facilities
  - xiv. Sidewalk clear zones<sup>1</sup>
  - xv. Temporary construction signs or barriers

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<sup>1</sup> The sidewalk clear zone is the accessible, primary pedestrian thoroughfare that runs parallel to the street. The clear zone ensures that pedestrians have a safe, obstruction-free thoroughfare.

- f. Licensee will be solely responsible for informing its customers as to parking and riding a Fleet Vehicles properly and in compliance with state and local laws.
- g. Licensee will undertake proactive, reasonable measures to prevent and deter improper parking or dumping of Fleet Vehicles on private property or other public property not owned or controlled by the City.
- h. Licensee must obtain and receive written approval from the City for any permanent or reoccurring geofence requests at least one week prior to the implementation of the desired geofence.
- i. Licensee will implement and maintain a “Slow Zone” in the City on Historic Mainstreet from 11th Avenue to 5th Avenue, within which users of Fleet Vehicles may not exceed 10 miles per hour.

Licensee will monitor fleet vehicles to remove fleet that is parked or left abandoned in a manner that will impede normal and reasonable snow clearing operations.

#### 7. Fleet Scooter Parking and Riding Complaints and Enforcement

- a. Prior to launch, Licensee must provide the City with a direct contact information for a local set of contacts for Licensee’s Operations, as well as emergency, after-hours contacts. These contacts shall be reviewed and confirmed during each compliance meeting.
- b. During the Program Term, Fleet Vehicle parking and riding complaints received by the City shall be referred to the Licensee. The Licensee or the Licensee’s authorized representative must address/respond by re-parking or relocating its noncompliant Fleet Vehicles within two (24) hours.<sup>2</sup> Licensee must respond to any in-person request relating to a parking complaint made by any City employee.
- c. Licensee alone will be fully responsible for re-parking or relocating Fleet Vehicles where a complaint has been received by the City or Licensee, or where Fleet Vehicles are otherwise found to be in violation of parking rules stated herein.
- d. The City will not be responsible under this license for monitoring Fleet Vehicle parking or dumping on private property, or other public property not owned or controlled by the City, but the City may impound illegally parked Fleet Vehicles in accordance with City ordinances<sup>3</sup>.
- e. Licensee will be solely responsible to third parties for addressing unauthorized Fleet Vehicles dumped or left unattended on private property, or on other public property not owned or controlled by the City.
- f. Licensee will act swiftly and exercise due diligence in responding to complaints of unauthorized Fleet Vehicles leaning against, blocking, dumped, or left unattended on private property, or on other public property not owned or controlled by the City by responding within 24 hours of report to Licensee.
- g. The City reserves the right to mandate and apply geofencing specifications to Licensee’s Fleet to reduce or otherwise limit speed or prohibit riding in specified areas, prohibit parking/locking vehicles in specified areas, and/or to direct

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<sup>2</sup> This provision will be exercised only in instances where, in the City’s discretion, the public’s safety and welfare will not be unduly compromised due to additional passage of time.

<sup>3</sup> When doing so will not unduly burden the complaining third party, the City will refer such complaints to Licensee, and Licensee or Licensee’s authorized representative will be provided a limited opportunity to remedy the complaint without further City involvement.

customers to or away from specified designated parking areas. Licensee shall comply with any and all geofencing requirements within 5 business days of a written or emailed request made by the City. All spatial information will be shared via ESRI map service. SBSP Operations Plan and updates will be shared via email and City shared drive. The cost of installing and maintaining geofencing equipment or facilities shall be borne by Licensee.

h. If the City incurs any costs or damages arising out of actions attributable to Licensee or Licensee's customers that are not otherwise recoverable pursuant to the terms of this license, Licensee shall reimburse the City for any such costs caused by or directly attributable to Licensee's Operation within 30 days of receiving written or emailed notice.

i. In its sole discretion the City may assess up to a \$100 per occurrence per vehicle surcharge in order to offset investigative and administrative costs incurred by the City in response to riding or parking violations involving Licensee's fleet. Surcharge amounts shall be included in the regular invoice provided to Licensee. A surcharge may only be assessed under this section if the complaint alleges a violation of the standards prescribed in this license. Each assessed surcharge must be supported by an investigative packet which shall be made available to Licensee upon request. The investigative packet shall include the following information:

- a. Picture with date/time stamp
- b. Clear description of violation as documented by the picture
- c. Vehicle ID
- d. Latitude/longitude coordinates of location where violation occurred
- e. Name of City, Metro Transit, Three Rivers Park District employee documenting violation will be made available upon request.

j. Licensee must provide City staff conducting enforcement with administration accounts, associated with their City email addresses, solely to address parking violations. This account shall be free from financial obligations and shall not require input of any financial accounts.

k. The City may impound any motorized foot scooter parked in the same location, not including those parked at Program Facilities, without movement for more than 72 hours.

l. The City may impound any bicycle parked in the same location, not including those parked at Program Facilities, without movement for more than 168 hours, if not removed within 24 hours of notification by the City.

m. A per occurrence impoundment fee will be applied to all vehicles owned or controlled by Licensee as follows<sup>4</sup>:

- i. Initial impoundment fee of \$56 per vehicle.
- ii. If not paid for and retrieved by Licensee within 24 hours of impoundment, an \$18 storage fee per vehicle per day shall be added to the initial impoundment fee.

n. Licensee expressly understands that the City may impound any and all Fleet Vehicles found by the City to be in violation of applicable laws and/or the terms of

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<sup>4</sup> This Section M is intended to include all forms of transportation vehicles owned or controlled by Licensee, including but not limited to low power vehicles as defined by the Ordinance, bicycles, electric-assisted bicycles, motorized scooters, and any other transportation device identified as a micromobility vehicle

this license. Seizure and impoundment of Fleet Vehicles may be exercised by the City with or without prior notice to Licensee.

o. Any failure by the City to act on the provisions of this section shall not relieve Licensee of any other duty or penalty at equity or law.

#### 8. Data Privacy and Protection

a. Licensee's Operation shall employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).

b. Licensee has submitted a privacy policy to the City with and as part of Licensee's Proposal ("Licensee's Privacy Policy"). Licensee's Privacy Policy shall continue to expressly limit the collection, storage, or usage of all personally identifiable information.

c. Licensee shall not institute retroactive changes to customer conditions, terms of use or Privacy Policy without first providing written notice to Licensee's Fleet customers and the City. The City reserves the right to terminate this license prior to the end of the Term if the City determines that any such retroactive changes implemented by Licensee are unreasonable or unfair to Fleet Scooter customers.

d. Licensee's Privacy Policy must operate to safeguard Licensee's customers' personal, financial, and travel information and usage. Licensee agrees to make all policies, procedures, and practices regarding Licensee's data security practices available to the City upon request.

e. Licensee must provide its customers with an opportunity to expressly assent to Licensee's Privacy Policy, terms of service, and/or user agreements when renting or transacting for use of any or all of Licensee's Fleet Vehicles. Licensee agrees to provide its customers with the ability or option to decline the sharing of any data that does not facilitate provision of the services. Customer rights with regard to these requirements and options shall be clearly stated and easily accessed by the customer during each transaction. Licensee will further indicate to its customers that it will share geolocation and route data with the City (or government) as required by law.

f. Licensee agrees that it will not collect or sort personal or individual data related to race, religion, national origin, or sexual orientation, except for survey data collected on an opt-in basis, for the limited use of certain public purposes expressly set forth by the City. Licensee may not deny service to any customer on the basis of refusal to provide any such survey information.

g. Licensee agrees that it will not attempt to access or collect any location-based data via customers' mobile phone or any other electronic mobile device, without first obtaining each affected customer's explicit permission.

h. Licensee must notify the City in writing of any prospective agreement that will result, either directly or indirectly, in disclosing, sharing or transmitting data obtained by or from Licensee's Operation to either a foreign government. If Licensee enters into such an agreement, the City expressly reserves the right to deem Licensee, or any of Licensee's successors in interest, nonresponsive to future City of Hopkins requests for proposal or inquiry for shared mobility services.

i. Licensee agrees that it will encrypt all data in transit and at rest.

## 9. Data Collection/Sharing

- a. The City and Licensee each understand and agree that the City is not requesting or requiring the collection or creation of any new data with this license, unless expressly provided and stated herein. Any new data collected, created or stored by Licensee shall be considered Licensee's private data, and not government data, unless a provision of this license agreement expressly requires its collection or creation, and/or the City requests and receives such data from Licensee.
- b. The City and Licensee each understand and agree that the City is not requesting or requiring sharing of user data deemed to be Personally Identifiable Information as defined by the US Department of Commerce, with the exception of data as specified herein.
- c. Licensee agrees to disseminate two customer surveys and two lower income program participant surveys annually on behalf of the City of Minneapolis and surrounding area to include the City of Hopkins. The surveys will be used to aid the City in evaluating whether and how Licensee's Operation supports City goals for transportation. The surveys shall not include, and Licensee shall not collect, any personally identifiable data related to or in furtherance this provision.
- d. Licensee must provide an API to any third party who jointly requests it with the City, within 30 days, and who operates or serves users within the region, which allows for fleet vehicle location, as well as user access and payment, to facilitate the City's Mobility as a Service program. Licensee's obligation to provide a third party with an API is subject to the third party agreeing to the Licensee's data use agreement.
- e. Licensee shall keep a record of maintenance activities, including but not limited to Fleet Vehicle identification number and maintenance performed. Licensee will provide a complete copy of the same for any specific vehicle to the City upon request, subject to Licensee's reasonable determination of potential pending litigation.
- f. All requested data will be shared via the documented MDS API. Except as otherwise provided in this license, Licensee will not be asked to share any new data sharing specifications, nor personally identifiable information with the City. At a minimum, Licensee will supply the City with the following upon request:
  - i.g. Licensee shall deliver to the City, upon request, all specified real-time and archival information for each vehicle in its Fleet.<sup>5</sup> Information covered by this provision includes real-time location, event, and status information gathered by on-board GPS tools, data for each trip record, historic/archival data, and key system information. Daily drop-off locations or aggregation sites/zones
  - ii. Real-time location, event, and status information
  - iii. Trip-level details including start/end location/time, duration, and distance traveled
  - iv. Trip-level breadcrumb trails listing all GPS readings for each vehicle
  - v. Trip duration and trip-level breadcrumb trails are not required to be reported for non-electric assisted bicycles

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<sup>5</sup> The purpose of this requirement is to ensure the City can successfully manage the Program and execute related planning efforts in support of strategic goals and future programs.

This provision applies to only such data collected by Licensee pursuant to Licensee's own initiative. The City is not requiring Licensee to generate or collect any of the above-described data as a condition of this license. To the extent that Licensee does generate and/or collect such data, the Parties each understand and agree that the City may seek, and Licensee must then provide, a copy of any such City-requested data.

h. Licensee shall create a dashboard and/or reports illustrating the following: number of Fleet Vehicles distributed; total number of trips; trips per Fleet Vehicle per day; number of new customers; total number of customers; total number of low-income program customers; average miles per trip; and average minutes per trip. The foregoing summaries shall be delivered to City , which will occur, at minimum, on a bi-monthly basis. All requested data shall be provided by the vendor via a report prior to each deliver date . Report data shall be based on calendar months (i.e., July 1st – 31st) and be submitted by the 15th day of the succeeding month.

i. Licensee shall deliver to the City, upon request, a reporting of total vehicle miles traveled resulting from all of Licensee's employee or contractor operations in support of participation in the Program.

j. Licensee shall provide City a comprehensive inventory of Licensee's Fleet, including model, type, and unique identifier. Such inventory shall be proactively updated by the Licensee within five (5) business days, if or when vehicles are added or removed from the Licensee's Fleet. Licensee shall provide this inventory to the City upon request from the City within five (5) business days.

k. Licensee is directly responsible for providing API authentication mechanisms and documentation, and all other required information and data covered by this license to the City. The City will be permitted to publicly utilize Licensee's API and display real-time data for all vehicles not currently in the process of a ride/trip.

l. If any data requested by City and covered by this license is falsified, or the City suspects dishonest reporting, the City reserves the right to either sanction or perform an audit of vehicle availability and/or trip data at any time during the Program term. If a third-party audit finds that falsified or dishonest reporting exists, the City reserves the right to revoke the license and debar Licensee from future agreements with the City.

m. Unless otherwise required by law, Licensee agrees that it will not retain any raw trip data related to this license for a period longer than set forth in Licensee's adopted, City-approved records retention policy.

n. In addition to responding to valid requests for public data under the Minnesota Government Data Practices Act, Licensee understands that the City may share, without notice to Licensee, any public data related to this license with separate government entities for purposes of collaborating or furthering common public purpose objectives.<sup>6</sup> The City will not unlawfully share or disclose any data that is classified as nonpublic due to the existence of trade secrets or other qualifying reasons under Minnesota law. Licensee agrees that it will, to the extent

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<sup>6</sup> More information about the Minnesota Government Data Practices Act and data classifications can be found at <https://mn.gov/admin/data-practices/data/>

practicably feasible, notify the City of any data in the City's possession that Licensee believes to be a trade secret or protected proprietary information implicated by this provision. This duty to notify shall not operate to relieve the City of its responsibilities stated herein, and this Section 7.1. shall not operate so as to modify, override, or negate the legal responsibilities, duties or definitions set forth by the Minnesota Government Data Practices Act or other applicable law.

o. The City shall abide by its "Mobility Data Methodology" as outlined in Exhibit C and shall inform Licensee of substantive changes to methodology in advance of implementation of changes.

#### **ARTICLE IV. PAYMENT TERMS AND CONDITIONS**

Licensee shall receive no compensation from the City under this license agreement. Licensee shall pay the City based on the following fees:

- a. Licensee shall pay the City an annual fee of \$500.00 for this License Agreement.
- b. Licensee shall pay the City a one-time fee of \$3,750 for the initial delivery and implementation of 50 scooters and bicycles in the City; Licensee shall not be required to pay fees for any additional delivery and implementation of Fleet Vehicles.
- c. Licensee shall pay all other costs and fees, including impound fees, as described in this Agreement.
- d. Licensee shall pay the City for all costs or fees described in this Agreement within 30 days of receipt of an invoice.

#### **ARTICLE V. REPRESENTATIONS AND GENERAL CONDITIONS**

1. Ownership and Condition of Right of Way. This license shall not be construed so as to transfer ownership or control of the City's Right of Way to Licensee, or to any other party. The City makes no representations or warranties concerning the condition of the City Right of Way, or its suitability for use by Licensee, its contractors or customers.

2. Delegation of Police Power. This license does not delegate or otherwise transfer the City's police power to regulate low power vehicles, Licensee's Operation, and/or to enforce City ordinances or other laws, to Licensee, or to any other party. Licensee understands and agrees that ultimate decisions related to City enforcement against third parties and/or public compliance issues, shall remain within the City's sole discretion.

3. Compliance with Laws. Licensee agrees to comply with all applicable Federal, State, and local laws as they may be adopted or amended from time to time. Licensee further acknowledges that its rights hereunder are subject to the lawful exercise of the police power of the City to adopt, amend, and enforce ordinances, resolutions, and policies designed to promote the safety and welfare of the public.

4. Removal upon Order. Licensee shall remove at once any or all Fleet Vehicles or Program Facilities or other property owned or controlled by Licensee upon being ordered to do so by the City. Licensee shall be responsible for restoring the City Right of Way to its original condition, and the City shall not be liable for any damages resulting to Licensee by reason of such an order.

Such removal and restoration of the City Right of Way will be at the sole expense of Licensee. Upon failure of Licensee to remove Fleet Vehicles or Program Facilities or other property as ordered within a reasonable time period, the City may perform the removal or work at Licensee's cost and/or initiate a claim against Licensee.

5. Interest of Members of City. Licensee agrees that it has complied with Minnesota Statutes, Section 38 Articles V and VI the City's Code of Ordinances. Therefore, unless authorized in Section 38 of the City's Code of Ordinances, no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in Licensee's operation.

6. Equal Opportunity Statement. Licensee agrees to comply with the provisions of all applicable federal, state and City of Hopkins statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Title VI of the Civil Rights Act of 1964, Minnesota Statutes, Section 181.59.

7. Non-Discrimination. Licensee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, age, marital status, familial status, or status with regard to a public assistance program. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

If required by applicable law, Licensee shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth this nondiscrimination clause. In addition, the Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars, and comply in all other aspects with the requirements of the Hopkins Code of Ordinances.

8. Insurance. Licensee shall secure and maintain insurance issued by insurance companies acceptable to the City, admitted in Minnesota, and meeting an A.M. Best's minimum rating of A- and IX. The insurance specified may be in a policy or policies of insurance, primary, or excess. Such insurance shall be in force on the date of execution of the license agreement and shall remain continuously in force for the duration of the Contract. The Licensee and any sub-contractors carrying out work related to this license shall secure and maintain the following insurance:

- a. Workers Compensation insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b. Commercial General Liability insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000

personal and advertising injury, and \$100,000 each occurrence fire damage. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.

c. Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with full automobile coverage including damages, contents and vandalism and limits of at least \$1,000,000 per accident.

d. Computer Security and Privacy Liability for the duration of this license providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Contractor, its agents or employees. 2) Breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must remain in continuous effect for at least 3 years after the service is provided or include a 3-year extended reporting period.

Acceptance of the insurance by the City shall not relieve, limit, or decrease the liability of the Licensee. Any policy deductibles or retention shall be the responsibility of the Licensee. Licensee waives its right to subrogation for the above listed coverages. Licensee shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. Licensee shall require any of its subcontractors, if sub-contracting is allowable under this license, to comply with these provisions, or the Licensee will assume full liability of the subcontractors.

9. Hold Harmless. Licensee agrees to defend, indemnify and hold harmless the City, its officers, employees, and agents (the "indemnified Parties") from any liabilities, including but not limited to injuries or death, claims, damages, costs, judgments, and expenses, including attorney's fees (collectively, "Liabilities"), resulting directly or indirectly from any intentional or negligent act or omission of Licensee, its employees, its agents, its subcontractors, or employees of subcontractors, in the performance of the operation, work, or services provided by or through this license agreement, or by reason of the failure of the Licensee to fully perform, in any respect, any of its obligations under this license agreement. Notwithstanding the foregoing, any Liabilities to the extent caused by any indemnified party's gross negligence or willful misconduct shall be excluded from Licensee's defense, indemnification and hold harmless obligations contained in this paragraph. Notwithstanding anything contained herein to the contrary, Licensee shall have no obligation to indemnify, defend or hold harmless the Indemnified Parties from and against any claims resulting from or arising out of the City's obligations to the Right of Way, including, but not limited to, the design, construction, or maintenance failure of the roadway, roadway infrastructure, roadway projects, or other rights of way, including, but not limited to, sidewalks, medians, curbs, and bridges, controlled, maintained, or owned by the Indemnified Parties. Notwithstanding anything contained herein to the contrary, and to the maximum extent permitted

by applicable law, the maximum aggregate liability of Licensee or City arising out of or in connection with the license regarding contract, breach of warranty, product liability, strict liability, or breach of statutory duty shall not exceed two million U.S. dollars (\$2,000,000); or if regarding tort liability shall not exceed ten million U.S. dollars (\$10,000,000).

10. Assignment or Transfer of Interest. Licensee shall not transfer or assign any obligation or interest in this license without the prior written approval of the City, provided, however, that claims for money due or to income due to the Licensee may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice of any such assignment or transfer shall be furnished to the City. Except as provided herein, Licensee shall not subcontract any services under this license without prior written approval of the City department contract manager designated herein. Acquisition of the license holder by another entity will result in a review being conducted to determine if the license will be transferred to the new entity.

11. Prior Uncured Defaults. Pursuant to City ordinance, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

12. Licensee Status. Nothing contained in this license is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Licensee shall at all times remain independent with respect to the work and/or services to be performed under this license. Any and all employees of Licensee or other persons engaged in the performance of any work or services required by Licensee under this license agreement shall be considered employees or sub-contractors of the Licensee only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Licensee.

13. Retention of Records. Pursuant to Minnesota Statutes, Section 138.17 and Section 15.17, the Licensee shall retain all records pertinent to expenditures incurred under this license agreement in a legible form for a period of six to eight years commencing after the end of the license agreement. This provision expressly excludes any and all identifiable customer usage or location data.

14. Data Practices. Licensee agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Licensee must immediately report to the City any requests from third parties for information relating to this license. The City agrees to promptly respond to inquiries from Licensee concerning data requests. Licensee agrees to hold the City, its officers, and employees harmless from any claims resulting from Licensee's unlawful disclosure or use of data protected under state and federal laws.

15. Inspection of Records. All Licensee records with respect to Licensee's obligations under this license shall be made available to the City or its designees, at any time during normal business

hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

16. Ownership of Materials/Intellectual Property. All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials furnished by the City in connection with this license shall be the property of the City. The City may use, extend, or enlarge any document produced by the City under this license without the consent, permission of, or further compensation to Licensee.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries, and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this license. This license agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this license to the other party's pre-existing intellectual property, other than any limited right explicitly granted through the terms of this license.

17. Force Majeure. No party will be liable for any delay and/or failure to perform its obligations hereunder which is caused by a Force Majeure, provided in each case that the party claiming Force Majeure takes reasonable actions to mitigate such delay and/or failure.

18. Contacts. The following are designated as official representatives for each of the Parties, and as points of contact for purposes of delivering or receiving notice, contract management, official requests, and all other communication contemplated under this license agreement:

For the City: Contract Manager: Sam Gallagher, Associate Planner  
sgallagher@hopkinsmn.com  
(952) 548-6339  
1010 1st St. S.  
Hopkins, MN 55343

For Licensee: Contact

19. Entire Agreement. This license agreement, with attachments and documents incorporated by reference, is the entire agreement between the parties. No modification of this license agreement shall be valid or effective unless made in writing and signed by the parties hereto.

20. Interpretation of Agreement. In interpretation of this license agreement, the language of the license agreement shall prevail, followed by the language of Licensee's Proposal.

21. Minnesota Laws Govern. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

**IN TESTIMONY WHEREOF**, the said parties have signed and executed this instrument the day and year first above written. For the Licensee:

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

Its: \_\_\_\_\_

For the City of Hopkins:

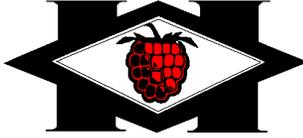
**CITY OF HOPKINS**

Approved:

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

Patrick Hanlon  
Mayor

By: \_\_\_\_\_  
Michael Mornson  
City Manager



CITY OF HOPKINS

Administration

## City Council Report 2026-028

To: Honorable Mayor and Council Members  
Mike Mornson, City Manager

From: Casey Casella, Assistant City Manager

Date: March 16, 2026

Subject: Accept the City Manager Annual Performance Review Summary

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### **RECOMMENDED ACTION**

**MOTION TO** accept the 2024-2025 City Manager's Annual Performance Review Summary.

### **OVERVIEW**

Annually the City Council provides a performance evaluation to the City Manager. The City Council conducted this review on March 3, 2026. In accordance with Minnesota Statute §13D.05, the Council must summarize its conclusions at an open meeting. The average overall rating for 2024 – 2025 of the City Manager is a 4 out of 5 “above expectations” rating. The City Council authorized an annual step increase.



CITY OF HOPKINS

Planning & Economic  
Development

## City Council Report 2026-030

To: Honorable Mayor and Council Members  
Mike Mornson, City Manager

From: Sam Gallagher, Associate Planner

Date: March 16, 2026

Subject: Resolution Supporting Hennepin County Business District Initiative Grant Application

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### RECOMMENDED ACTION

**MOTION TO** Approve Resolution 2026-013 Supporting an Application to Hennepin County's Business District Initiative Grant Program.

### OVERVIEW

To apply to the Hennepin County Business District Initiative Grant Program, the City Council needs to approve a resolution of support.

#### Business District Initiative Program

Hennepin County's Business District Initiative (BDI) program bolsters city efforts to invigorate small business districts, main streets, and cultural corridors. The BDI offers funding assistance for strategies that enhance the economic vitality of these priority areas in suburban municipalities. BDI program priorities are to:

- Enhance compact, walkable environments and improve accessibility and safety for bike and pedestrian alternatives to driving
- Create a vibrant sense of place with an inviting public realm
- Highlight local community assets, including those that reflect the diverse values, culture, and heritage of the people who live and work there
- Support economic vitality, job creation, and equitable access to economic opportunity
- Build connections with locally-owned, independent small business ecosystem

Suburban cities and development authorities within Hennepin County are eligible to apply for BDI grants. BDI grants can fund projects such as district-wide marketing or branding efforts, placemaking and/or public realm enhancements to strengthen community identity and enhance walkability, technical assistance across the business district, and business recruitment for commercial corridors, such as downtown Hopkins and neighborhood business nodes such as those located in South Hopkins. Hennepin County typically offers up to \$200,000 between their Planning Grants and Business District Initiative programs.

### City of Hopkins Grant Application

The City proposes using grant funds to create a robust wayfinding system of signs that highlight destinations and facilities near the three Green Line Extension Light Rail Transit Stations (Blake Road, Mainstreet and Shady Oak) and the adjacent trail network. Wayfinding enables people to easily identify destinations and decision points along and near designated transit stations, and walking, rolling or biking routes. The signage will focus on the business district destinations on the Blake Road Corridor, Mainstreet, and in South Hopkins with cohesive city branding, amenity icons and design that strengthens station area identity. The proposed wayfinding signage will serve as an important reference for Hopkins business districts adjacent to station areas, many of which are small, locally owned, and/or disadvantaged business enterprise (DBE) businesses, to draw foot traffic from regional transit station area investments. A third-party consultant would work with staff to design and install wayfinding signage. A local match is encouraged but not required and is considered in the application evaluation. The City proposes to use staff time for the local match.

### **SUPPORTING INFORMATION**

- Resolution 2026-013
- [Hennepin County Business District Initiative Program webpage](#)

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2026-013**

**RESOLUTION SUPPORTING APPLICATION TO HENNEPIN COUNTY'S BUSINESS  
DISTRICT INITIATIVE GRANT PROGRAM**

**WHEREAS**, Hennepin County is soliciting applications to their Business District Initiative Grant Program to bolster city efforts to invigorate small business districts, main streets, and cultural corridors; and

**WHEREAS**, Hennepin County has approximately \$200,000 available in grant funding between the Business District Initiative and Planning Grant programs for 2026; and

**WHEREAS**, the City of Hopkins is a municipality within Hennepin County, and is therefore eligible to apply for funds under the Business District Initiative Program; and

**WHEREAS**, the City Council reaffirmed the goals of supporting a vibrant business community and promoting Hopkins as a destination in 2026; and

**WHEREAS**, the City has the institutional, managerial and financial capability to ensure adequate project and grant administration; and

**WHEREAS**, the City certifies that it will comply with all applicable laws and regulations as stated in the contract grant agreements.

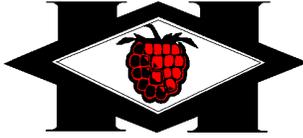
**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Hopkins hereby authorizes the City Manager and/or his designee to submit an application for Hennepin County Business District initiative grant funds and execute such agreements as may be necessary to implement the project on behalf of the City.

Adopted by the City Council of the City of Hopkins this 16<sup>th</sup> day of March, 2026.

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

ATTEST:

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



CITY OF HOPKINS

## City Council Report 2026-032

To: Honorable Mayor and Council Members  
Mike Mornson, City Manager

From: Dustin Pavek, Public Works Director  
Ryan Krzos, City Planner

Date: March 16, 2026

Subject: Accept Bids and Award Contract; Central Park Improvements – City  
Project PR00-003

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### RECOMMENDED ACTION

**MOTION TO** Adopt Resolution 2026-011, Resolution Accepting Bids, Central Park Improvements, City Project PR00-003; and Adopt Resolution 2026-012, Resolution for Award of Contract, Central Park Improvements, City Project PR00-003.

### OVERVIEW

The bid opening for the Central Park Improvements was March 10, 2026. The low bid was submitted by Park Construction Companies. The total bid was \$9,980,986.02, which includes the three bid alternatives. A total of five (5) bids were received. Park Construction Companies has a good reputation with previous similar projects in the wider metro area. Staff recommend award of the project contract to Park Construction Company.

### SUPPORTING INFORMATION

- Resolutions 2026-011 & 2026-012
- Consultant Recommendation
- Tabulation and Abstract of Bid
- Construction Phase Services Proposal

## ANALYSIS OF ISSUES

### Bid Results and Analysis

| <b>Contractor</b>         | <b>Total Bid</b> |
|---------------------------|------------------|
| Park Construction Company | \$9,980,986.02   |
| Veit & Company, Inc.      | \$10,741,028.81  |
| Rachel Contracting, LLC   | \$10,898,024.48  |
| U.S. SiteWork, Inc.       | \$10,844,911.56  |
| Peterson Companies        | \$11,714,099.37  |

All bids were submitted with required bid security made by qualified contractors.

Since the bid results were favorable, and it appears to fit within the City's budget, the consultant recommends including the three bid alternates for the sports field lighting; which are reflected in the total bid amounts above.

### Overall Project Costs

Based on the low bid the total estimated project cost is \$14,065,482 which includes the low bid including the three bid alternatives, soft costs, and the costs for purchase of the playground equipment (to be purchased separately).

| <b>Estimated Cost &amp; Funding Summary</b> |  |                |                              |                                       |                        |
|---|--|----------------|------------------------------|---------------------------------------|------------------------|
| <b>MPCA Stormwater Resilience</b>           | MPCA Local Match: Flood Resilience & Water Quality |                |                              | <b>City of Hopkins Park Amenities</b> | <b>Total</b>           |
|   | <b>Hennepin County ERF</b>                         | <b>NMCWD</b>   | <b>City of Hopkins Strom</b> |                                       |                        |
| \$4,999,782.00                              | \$800,000.00                                       | \$1,500,000.00 | \$4,878,948.19               | \$1,886,751.65                        | <b>\$14,065,481.84</b> |
|   |  | \$7,178,948.19 |                              |                                       |                        |
|   |  |                |                              | <b>City of Hopkins Total</b>          | <b>\$6,765,699.84</b>  |
|   |  |                |                              | <b>MPCA Total</b>                     | <b>\$4,999,782.00</b>  |
|   |  |                |                              | <b>Hennepin Co ERF Total</b>          | <b>\$800,000.00</b>    |
|   |  |                |                              | <b>NMCWD Total</b>                    | <b>\$1,500,000.00</b>  |

### Overall Project Schedule

#### Begin Construction

**Spring 2026**

- April 2026 to November 2026: Site grading, utilities, any required foundations, site surfacing/paving, stormwater management features, bulk of MPCA resilience grant funded items
- November 2026 to June 2027: Installation of site furnishings and vertical elements – lighting, playground equipment, irrigation installation, planting and final turf establishment materials installed
- Summer / Fall 2027: Establish turf

#### Complete Construction

**Fall 2027**

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2026-011**

**RESOLUTION ACCEPTING BIDS  
CENTRAL PARK IMPROVEMENTS  
CITY PROJECT PR00-003**

**WHEREAS**, pursuant to an advertisement for bids for the improvement of Central Park including stormwater and water quality improvements, softball and soccer field improvements and related park improvements, and bids were received, opened, and tabulated according to law, and the following total bids were received complying with the advertisement:

|                           |                 |
|---------------------------|-----------------|
| Park Construction Company | \$9,980,986.02  |
| Veit & Company, Inc.      | \$10,741,028.81 |
| Rachel Contracting, LLC   | \$10,898,024.48 |
| U.S. SiteWork, Inc.       | \$10,844,911.56 |
| Peterson Companies        | \$11,714,099.37 |

**AND WHEREAS**, it appears that Park Construction Company is the lowest responsible bidder,

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

1. The Mayor and City manager are hereby authorized and directed to enter a contract with Park Construction Company of Minneapolis, MN in the name of the City of Hopkins for the improvements noted above according to the plans and specifications therefore approved by the city council and on file in the office of the city clerk.
2. The city clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.
3. Bolton & Menk, Inc. is hereby designated as the engineer for this improvement and shall prepare plans and specifications for the making of such improvement. The Mayor and City Manager are hereby authorized to enter into a contract for construction phase services for this improvement.

Adopted by the City Council of the City of Hopkins this 16<sup>th</sup> day of March 2026.

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

ATTEST:

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

**CITY OF HOPKINS  
HENNEPIN COUNTY, MINNESOTA**

**RESOLUTION 2026-012**

**RESOLUTION FOR AWARD OF CONTRACT  
CENTRAL PARK IMPROVEMENTS  
CITY PROJECT PR00-003**

**WHEREAS**, Bids for the Central Park Improvements City Project PR00-003 have been accepted.

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

1. That the base bid of Park Construction Company of Minneapolis, MN in the amount of \$9,980,9860.02 is the lowest responsible base bid for the Central Park Improvements and the Mayor and City Manager are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the City.

Adopted by the City Council of the City of Hopkins this 16<sup>th</sup> day of March, 2026.

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

March 10, 2026

Mr. Ryan Krzos, City Planner  
City of Hopkins  
1010 1<sup>st</sup> St S  
Hopkins, MN 55343

RE: Central Park Improvements  
City of Hopkins, Minnesota  
Project No.: 24X.135101

Dear Mr. Krzos,

Bids on the above-referenced project were opened at 10:00 a.m. on March 10, 2026. There were five bidders for the project; a tabulation of bids received and a detailed bid abstract are enclosed. The low bidder on the project is Park Construction Company with a base bid of \$8,830,020.02 and a total bid of \$9,980,986.02 including all three add alternates. Park Construction Company has previous experience on projects of this size and complexity in the Twin Cities metro area.

Based on Park Construction's experience, acceptable bid prices, and the competitive bids the City received, we recommend the City of Hopkins award the project, including all three add alternates, to Park Construction Company at the City Council meeting on March 16, 2026.

If you have any questions regarding this award recommendation, please contact me at your convenience.

Sincerely,

**Bolton & Menk, Inc.**

**Nicholas J. Amatuuccio, P.E.**  
Municipal Project Manager | Principal

Cc: Dustin Pavek, Public Works Director, City of Hopkins  
Mike Waltman, Municipal Practice Leader | Principal, Bolton & Menk, Inc.



**BID TABULATION**  
Central Park Improvements  
City of Hopkins, MN  
24X.135101

**Bids Date:** 03/10/2026

**Public Opening:** 10:00 a.m.

**Addendum:** #1 - 2/19/26  
#2 - 02/27/26  
#3 - 03/05/26  
#4 - 03/06/26

| SCHEDULE                           | PARK CONSTRUCTION | VEIT & CO.      | RACHEL CONTRACTING | U.S. SITEWORK, INC. | PETERSON COMPOANIES |
|------------------------------------|-------------------|-----------------|--------------------|---------------------|---------------------|
| BASE BID                           | \$8,830,020.02    | \$9,588,338.81  | \$9,709,813.48     | \$9,827-60,691.56   | \$10,547,024.37     |
| ALTERNATE 1: FIELD LIGHTING        | \$388,898.00      | \$389,490.00    | \$401,488.00       | \$330,880.00        | \$399,620.00        |
| ALTERNATE 2: SOCCER FIELD LIGHTING | \$354,244.00      | \$354,760.00    | \$365,722.00       | \$310,990.00        | \$354,395.00        |
| ALTERNATE 3: FIELD 2 LIGHING       | \$407,824.00      | \$408,440.00    | \$421,001.00       | \$342,350.00        | \$413,060.00        |
| TOTAL BID                          | \$9,980,986.02    | \$10,741,028.81 | \$10,898,024.48    | \$10,844,911.56     | \$11,714,099.37     |

**ABSTRACT**

Central Park Improvements  
 City of Hopkins MN  
 BMI Project No. 24X.135101  
 Bid: 03/10/2026 10:00 AM CDT

| Section | Line Item | Item Description  | UoM    | Quantity | Engineer Estimate |              | Park Construction Company |              | Veit & Company, Inc. |              | Rachel Contracting, LLC |              | U.S. SiteWork, Inc. |              | Peterson Companies |              |
|---------|-----------|---|--------|----------|-------------------|--------------|---------------------------|--------------|----------------------|--------------|-------------------------|--------------|---------------------|--------------|--------------------|--------------|
|         |           |   |        |          | Unit Price        | Extension    | Unit Price                | Extension    | Unit Price           | Extension    | Unit Price              | Extension    | Unit Price          | Extension    | Unit Price         | Extension    |
|         | 1         | MOBILIZATION  | LS     | 1        | \$452,450.00      | \$452,450.00 | \$99,506.15               | \$99,506.15  | \$545,790.00         | \$545,790.00 | \$531,976.00            | \$531,976.00 | \$540,000.00        | \$540,000.00 | \$830,260.00       | \$830,260.00 |
|         | 2         | SILT FENCE TYPE MACHINE SLICED                            | LF     | 2600     | \$3.50            | \$9,100.00   | \$1.91                    | \$4,966.00   | \$3.90               | \$10,140.00  | \$5.20                  | \$13,520.00  | \$2.80              | \$7,280.00   | \$3.60             | \$9,360.00   |
|         | 3         | STORM DRAIN INLET PROTECTION                              | EA     | 85       | \$150.00          | \$12,750.00  | \$179.81                  | \$15,283.85  | \$218.00             | \$18,530.00  | \$336.40                | \$28,594.00  | \$196.00            | \$16,660.00  | \$166.00           | \$14,110.00  |
|         | 4         | STABILIZED CONSTRUCTION EXIT                              | EA     | 3        | \$2,000.00        | \$6,000.00   | \$3,246.54                | \$9,739.62   | \$3,370.00           | \$10,110.00  | \$2,602.15              | \$7,806.45   | \$3,935.00          | \$11,805.00  | \$3,320.00         | \$9,960.00   |
|         | 5         | SEDIMENT CONTROL LOG                                      | LF     | 1500     | \$4.00            | \$6,000.00   | \$2.75                    | \$4,125.00   | \$5.30               | \$7,950.00   | \$6.05                  | \$9,075.00   | \$3.60              | \$5,400.00   | \$3.85             | \$5,775.00   |
|         | 6         | TREE STUMP REMOVAL  | EA     | 53       | \$400.00          | \$21,200.00  | \$73.48                   | \$3,894.44   | \$121.00             | \$6,413.00   | \$115.65                | \$6,129.45   | \$74.00             | \$3,922.00   | \$87.40            | \$4,632.20   |
|         | 7         | TREE REMOVAL (>4" CALIPER)                                | EA     | 51       | \$400.00          | \$20,400.00  | \$110.22                  | \$5,621.22   | \$80.50              | \$4,105.50   | \$231.30                | \$11,796.30  | \$111.00            | \$5,661.00   | \$130.50           | \$6,655.50   |
|         | 8         | REMOVE CURB AND GUTTER                                    | LF     | 2710     | \$5.00            | \$13,550.00  | \$4.22                    | \$11,436.20  | \$3.90               | \$10,569.00  | \$4.00                  | \$10,840.00  | \$3.80              | \$10,298.00  | \$4.55             | \$12,330.50  |
|         | 9         | REMOVE FENCE & SALVAGE 8" FABRIC FOR REINSTALLATION       | LF     | 1885     | \$15.00           | \$28,275.00  | \$4.12                    | \$7,766.20   | \$6.00               | \$11,310.00  | \$6.95                  | \$13,100.75  | \$6.00              | \$11,310.00  | \$10.40            | \$19,604.00  |
|         | 10        | REMOVE CONCRETE WALK                                      | SF     | 7060     | \$6.00            | \$42,360.00  | \$1.14                    | \$8,048.40   | \$0.45               | \$3,177.00   | \$0.80                  | \$5,648.00   | \$0.50              | \$3,530.00   | \$1.10             | \$7,766.00   |
|         | 11        | REMOVE CONCRETE DRIVEWAY/ALLEY PAVEMENT                   | SY     | 44       | \$15.00           | \$660.00     | \$13.53                   | \$595.32     | \$9.20               | \$404.80     | \$21.25                 | \$935.00     | \$11.00             | \$484.00     | \$20.70            | \$910.80     |
|         | 12        | REMOVE BITUMINOUS PAVEMENT                                | SY     | 6362     | \$5.00            | \$31,810.00  | \$4.68                    | \$29,774.16  | \$3.00               | \$19,086.00  | \$5.30                  | \$33,718.60  | \$5.90              | \$37,535.80  | \$4.60             | \$29,265.20  |
|         | 13        | RECLAIM BITUMINOUS PAVEMENT (12" DEPTH)                   | SY     | 3789     | \$3.50            | \$13,261.50  | \$5.63                    | \$21,332.07  | \$3.70               | \$14,019.30  | \$2.50                  | \$9,472.50   | \$6.50              | \$24,628.50  | \$5.30             | \$20,081.70  |
|         | 14        | SALVAGE LIGHT POLE & REMOVE FOOTING                       | EA     | 6        | \$750.00          | \$4,500.00   | \$1,152.94                | \$6,917.64   | \$762.00             | \$4,572.00   | \$1,172.40              | \$7,034.40   | \$1,500.00          | \$9,000.00   | \$625.50           | \$3,753.00   |
|         | 15        | REINSTALL LIGHT POLE W/FOUNDATION                         | EA     | 6        | \$5,000.00        | \$30,000.00  | \$2,338.66                | \$14,031.96  | \$2,520.00           | \$15,120.00  | \$2,602.40              | \$15,614.40  | \$1,040.00          | \$6,240.00   | \$1,707.00         | \$10,242.00  |
|         | 16        | REMOVE LIGHT POLE & FOOTING                               | EA     | 22       | \$500.00          | \$11,000.00  | \$827.52                  | \$18,205.44  | \$771.00             | \$16,962.00  | \$1,124.75              | \$24,744.50  | \$1,085.00          | \$23,870.00  | \$2,712.00         | \$59,664.00  |
|         | 17        | REMOVE SHELTER STRUCTURE, FOOTINGS, AND CONCRETE PAD      | EA     | 1        | \$10,000.00       | \$10,000.00  | \$4,093.28                | \$4,093.28   | \$1,310.00           | \$1,310.00   | \$5,439.00              | \$5,439.00   | \$20,100.00         | \$20,100.00  | \$4,152.00         | \$4,152.00   |
|         | 18        | REMOVE SCORE BOARD  | EA     | 2        | \$500.00          | \$1,000.00   | \$2,758.08                | \$5,516.16   | \$819.00             | \$1,638.00   | \$5,115.00              | \$10,230.00  | \$763.00            | \$1,526.00   | \$2,241.00         | \$4,482.00   |
|         | 19        | REMOVE BENCH & SALVAGE PLAQUE                             | EA     | 19       | \$250.00          | \$4,750.00   | \$336.04                  | \$6,384.76   | \$47.25              | \$897.75     | \$168.15                | \$3,194.85   | \$205.00            | \$3,895.00   | \$201.50           | \$3,828.50   |
|         | 20        | REMOVE SIGN   | EA     | 14       | \$150.00          | \$2,100.00   | \$66.34                   | \$928.76     | \$63.50              | \$889.00     | \$54.20                 | \$758.80     | \$41.00             | \$574.00     | \$44.30            | \$620.20     |
|         | 21        | SALVAGE GRILL   | EA     | 4        | \$250.00          | \$1,000.00   | \$475.17                  | \$1,900.68   | \$141.00             | \$564.00     | \$1,044.00              | \$1,044.00   | \$164.00            | \$656.00     | \$403.00           | \$1,612.00   |
|         | 22        | SALVAGE AND REINSTALL LARGE BOULDER                       | EA     | 2        | \$1,000.00        | \$2,000.00   | \$475.17                  | \$950.34     | \$141.00             | \$282.00     | \$384.00                | \$768.00     | \$1,570.00          | \$3,140.00   | \$426.50           | \$853.00     |
|         | 23        | REMOVE PLAYGROUND EQUIPMENT, SURFACING, & EDGING          | LS     | 1        | \$10,000.00       | \$10,000.00  | \$10,394.33               | \$10,394.33  | \$5,000.00           | \$5,000.00   | \$5,462.15              | \$5,462.15   | \$8,610.00          | \$8,610.00   | \$26,200.00        | \$26,200.00  |
|         | 24        | REMOVE STORM SEWER PIPE                                   | LF     | 997      | \$20.00           | \$19,940.00  | \$24.47                   | \$24,396.59  | \$41.25              | \$41,126.25  | \$38.00                 | \$37,886.00  | \$22.00             | \$21,934.00  | \$23.50            | \$23,429.50  |
|         | 25        | REMOVE WATERMAIN  | LF     | 225      | \$15.00           | \$3,375.00   | \$18.23                   | \$4,101.75   | \$25.50              | \$5,737.50   | \$36.50                 | \$8,212.50   | \$18.50             | \$4,162.50   | \$18.60            | \$4,185.00   |
|         | 26        | REMOVE DRAINAGE STRUCTURE                                 | EA     | 19       | \$400.00          | \$7,600.00   | \$821.36                  | \$15,605.84  | \$660.00             | \$12,540.00  | \$833.00                | \$15,827.00  | \$456.00            | \$8,664.00   | \$861.00           | \$16,359.00  |
|         | 27        | REMOVE HYDRANT  | EA     | 1        | \$500.00          | \$500.00     | \$1,675.42                | \$1,675.42   | \$1,080.00           | \$1,080.00   | \$2,090.00              | \$2,090.00   | \$680.00            | \$680.00     | \$1,157.00         | \$1,157.00   |
|         | 28        | ABANDON MONITORING WELL                                   | EA     | 4        | \$1,000.00        | \$4,000.00   | \$990.10                  | \$3,960.40   | \$1,350.00           | \$5,400.00   | \$1,735.00              | \$6,940.00   | \$2,050.00          | \$8,200.00   | \$1,383.00         | \$5,532.00   |
|         | 29        | EXPLORATORY EXCAVATION                                    | HOURL  | 20       | \$800.00          | \$16,000.00  | \$477.36                  | \$9,547.20   | \$367.00             | \$7,340.00   | \$536.20                | \$10,724.00  | \$783.00            | \$15,660.00  | \$534.50           | \$10,690.00  |
|         | 30        | STRIP AND STOCKPILE TOPSOIL (P)                           | CY     | 16000    | \$8.00            | \$128,000.00 | \$7.49                    | \$119,840.00 | \$3.40               | \$54,400.00  | \$2.75                  | \$44,000.00  | \$10.00             | \$160,000.00 | \$4.30             | \$68,800.00  |
|         | 31        | PLACE SALVAGED TOPSOIL (P)                                | CY     | 10000    | \$10.00           | \$100,000.00 | \$18.89                   | \$188,900.00 | \$5.20               | \$52,000.00  | \$3.85                  | \$38,500.00  | \$25.00             | \$250,000.00 | \$10.70            | \$107,000.00 |
|         | 32        | TOPSOIL EXPORT (P)  | CY     | 6000     | \$20.00           | \$120,000.00 | \$27.07                   | \$162,420.00 | \$14.25              | \$85,500.00  | \$19.65                 | \$117,900.00 | \$16.67             | \$100,020.00 | \$28.60            | \$171,600.00 |
|         | 33        | COMMON EXCAVATION (P)                                     | CY     | 40000    | \$10.00           | \$400,000.00 | \$5.83                    | \$233,200.00 | \$6.70               | \$268,000.00 | \$6.05                  | \$242,000.00 | \$12.50             | \$500,000.00 | \$7.10             | \$284,000.00 |
|         | 34        | CLEAN SOIL PLACEMENT ONSITE (CV)                          | CY     | 7000     | \$5.00            | \$35,000.00  | \$1.59                    | \$11,130.00  | \$3.70               | \$25,900.00  | \$4.95                  | \$34,650.00  | \$9.20              | \$64,400.00  | \$5.35             | \$37,450.00  |
|         | 35        | CONTAMINATED SOIL PLACEMENT ONSITE (CV)                   | CY     | 15000    | \$20.00           | \$300,000.00 | \$2.81                    | \$42,150.00  | \$3.70               | \$55,500.00  | \$4.95                  | \$74,250.00  | \$4.00              | \$60,000.00  | \$5.35             | \$80,250.00  |
|         | 36        | CONTAMINATED SOIL MANAGEMENT AND DISPOSAL AT LANDFILL     | TON    | 5080     | \$40.00           | \$203,200.00 | \$36.79                   | \$186,893.20 | \$31.50              | \$160,020.00 | \$26.35                 | \$133,858.00 | \$29.00             | \$147,320.00 | \$26.20            | \$133,096.00 |
|         | 37        | ACM CONTAMINATED SOIL MANAGEMENT AND DISPOSAL AT LANDFILL | TON    | 200      | \$120.00          | \$24,000.00  | \$48.05                   | \$9,610.00   | \$57.00              | \$11,400.00  | \$39.75                 | \$7,950.00   | \$149.00            | \$29,800.00  | \$221.50           | \$44,300.00  |
|         | 38        | CLEAN SOIL EXPORT (EV)                                    | CY     | 15000    | \$20.00           | \$300,000.00 | \$24.77                   | \$371,550.00 | \$16.75              | \$251,250.00 | \$15.60                 | \$234,000.00 | \$19.00             | \$285,000.00 | \$21.50            | \$322,500.00 |
|         | 39        | WATER MANAGEMENT (GENERAL AND CONTAMINATED)               | LS     | 1        | \$350,000.00      | \$350,000.00 | \$15,835.13               | \$15,835.13  | \$619,210.00         | \$619,210.00 | \$104,320.00            | \$104,320.00 | \$160,350.00        | \$160,350.00 | \$387,290.00       | \$387,290.00 |
|         | 40        | CLEAN SAND (CV)   | CY     | 11370    | \$45.00           | \$511,650.00 | \$32.69                   | \$371,685.30 | \$32.25              | \$366,682.50 | \$29.05                 | \$330,298.50 | \$38.00             | \$432,060.00 | \$40.90            | \$465,033.00 |
|         | 41        | PRESCRIBED TOPSOIL (SOCCER FIELD SAND/PEAT MIX) (CV)      | CY     | 2600     | \$50.00           | \$130,000.00 | \$64.47                   | \$167,622.00 | \$104.00             | \$270,400.00 | \$93.75                 | \$243,750.00 | \$117.00            | \$304,200.00 | \$101.00           | \$262,600.00 |
|         | 42        | LINER (60 MIL)  | LS     | 1        | \$385,255.62      | \$385,255.62 | \$354,255.62              | \$354,255.62 | \$551,530.00         | \$551,530.00 | \$356,561.00            | \$356,561.00 | \$434,450.00        | \$434,450.00 | \$393,300.00       | \$393,300.00 |
|         | 43        | CIP SOCCER FIELD WALL                                     | LS     | 1        | \$84,075.00       | \$84,075.00  | \$166,532.62              | \$166,532.62 | \$205,150.00         | \$205,150.00 | \$218,370.00            | \$218,370.00 | \$175,450.00        | \$175,450.00 | \$183,830.00       | \$183,830.00 |
|         | 44        | BIOFILTRATION SOIL (CV)                                   | CY     | 3490     | \$75.00           | \$261,750.00 | \$68.23                   | \$238,122.70 | \$59.50              | \$207,655.00 | \$67.00                 | \$233,830.00 | \$72.50             | \$253,025.00 | \$76.80            | \$268,032.00 |
|         | 45        | SUBGRADE EXCAVATION (EV)                                  | CY     | 1000     | \$30.00           | \$30,000.00  | \$31.67                   | \$31,670.00  | \$16.75              | \$16,750.00  | \$11.90                 | \$11,900.00  | \$9.10              | \$9,100.00   | \$25.80            | \$25,800.00  |
|         | 46        | SELECT GRANULAR BORROW (CV)                               | CY     | 485      | \$20.00           | \$9,700.00   | \$45.99                   | \$22,305.15  | \$31.75              | \$15,398.75  | \$45.40                 | \$22,019.00  | \$36.50             | \$17,702.50  | \$34.00            | \$16,490.00  |
|         | 47        | GEOTEXTILE FABRIC - ROAD CONSTRUCTION                     | SY     | 1450     | \$2.50            | \$3,625.00   | \$5.04                    | \$7,308.00   | \$2.80               | \$4,060.00   | \$2.20                  | \$3,190.00   | \$3.90              | \$5,655.00   | \$3.10             | \$4,495.00   |
|         | 48        | AGGREGATE BASE CL S (CV)                                  | CY     | 1115     | \$40.00           | \$44,600.00  | \$59.29                   | \$66,108.35  | \$69.50              | \$77,492.50  | \$56.60                 | \$63,109.00  | \$50.50             | \$56,307.50  | \$49.50            | \$55,192.50  |
|         | 49        | POLYSTYRENE INSULATION (4" THICKNESS)                     | SY     | 200      | \$20.00           | \$4,000.00   | \$61.79                   | \$12,358.00  | \$58.00              | \$11,600.00  | \$66.00                 | \$13,200.00  | \$76.00             | \$15,200.00  | \$80.40            | \$16,080.00  |
|         | 50        | 6" PVC SDR 26 SANITARY SEWER PIPE                         | LF     | 343      | \$80.00           | \$27,440.00  | \$47.50                   | \$16,292.50  | \$127.00             | \$43,561.00  | \$66.00                 | \$22,638.00  | \$87.00             | \$29,841.00  | \$98.00            | \$33,614.00  |
|         | 51        | 6" PVC SDR 26 PVC SANITARY SEWER CLEANOUT                 | EA     | 6        | \$550.00          | \$3,300.00   | \$1,034.90                | \$6,209.40   | \$1,550.00           | \$9,300.00   | \$1,750.00              | \$10,500.00  | \$1,155.00          | \$6,930.00   | \$1,796.00         | \$10,776.00  |
|         | 52        | CONNECT TO EXISTING SANITARY SEWER MANHOLE                | EA     | 1        | \$2,500.00        | \$2,500.00   | \$2,695.97                | \$2,695.97   | \$3,960.00           | \$3,960.00   | \$4,460.00              | \$4,460.00   | \$3,470.00          | \$3,470.00   | \$4,949.00         | \$4,949.00   |
|         | 53        | 6" DUCTILE IRON PIPE                                      | LF     | 577      | \$75.00           | \$43,275.00  | \$108.50                  | \$62,604.50  | \$152.00             | \$87,704.00  | \$94.00                 | \$54,238.00  | \$91.50             | \$52,795.50  | \$129.50           | \$74,721.50  |
|         | 54        | 6" GATE VALVE & BOX                                       | EA     | 6        | \$2,000.00        | \$12,000.00  | \$3,187.98                | \$19,127.88  | \$2,700.00           | \$16,200.00  | \$3,108.00              | \$18,648.00  | \$2,765.00          | \$16,590.00  | \$3,647.00         | \$21,882.00  |
|         | 55        | 1" COPPER WATER SERVICE TYPE K                            | LIN FT | 80       | \$75.00           | \$6,000.00   | \$61.33                   | \$4,906.40   | \$45.25              | \$3,620.00   | \$56.00                 | \$4,480.00   | \$102.00            | \$8,160.00   | \$30.40            | \$2,432.00   |
|         | 56        | 1" CURB STOP & BOX  | LIN FT | 1        | \$1,200.00        | \$1,200.00   | \$910.12                  | \$910.12     | \$712.00             | \$712.00     | \$1,060.00              | \$1,060.00   | \$1,110.00          | \$1,110.00   | \$1,067.00         | \$1,067.00   |

| Section | Line Item   | Item Description | UoM   | Quantity    | Engineer Estimate |             | Park Construction Company |             | Veit & Company, Inc. |             | Rachel Contracting, LLC |             | U.S. SiteWork, Inc. |             | Peterson Companies |           |
|---------|---|------------------|-------|-------------|-------------------|-------------|---------------------------|-------------|----------------------|-------------|-------------------------|-------------|---------------------|-------------|--------------------|-----------|
|         |   |                  |       |             | Unit Price        | Extension   | Unit Price                | Extension   | Unit Price           | Extension   | Unit Price              | Extension   | Unit Price          | Extension   | Unit Price         | Extension |
| 57      | CURB BOX COVER                                    | EACH             | 1     | \$600.00    | \$600.00          | \$407.25    | \$407.25                  | \$471.00    | \$471.00             | \$325.00    | \$325.00                | \$802.00    | \$802.00            | \$199.00    | \$199.00           |           |
| 58      | DIP FITTINGS                                      | POUND            | 975   | \$15.00     | \$14,625.00       | \$12.77     | \$12,450.75               | \$10.75     | \$10,481.25          | \$13.25     | \$12,918.75             | \$12.00     | \$11,700.00         | \$6.15      | \$5,996.25         |           |
| 59      | HYDRANT   | EA               | 2     | \$8,000.00  | \$16,000.00       | \$9,454.73  | \$18,909.46               | \$11,080.00 | \$22,160.00          | \$8,870.00  | \$17,740.00             | \$7,825.00  | \$15,650.00         | \$9,281.00  | \$18,562.00        |           |
| 60      | CONNECT TO EXISTING WATERMAIN                     | EA               | 2     | \$2,000.00  | \$4,000.00        | \$2,239.65  | \$4,479.30                | \$8,750.00  | \$17,500.00          | \$3,065.00  | \$6,130.00              | \$2,880.00  | \$5,760.00          | \$6,299.00  | \$12,598.00        |           |
| 61      | 6" CPEP (BASINS)                                  | LF               | 1067  | \$15.00     | \$16,005.00       | \$19.69     | \$21,009.23               | \$23.00     | \$24,541.00          | \$21.10     | \$22,513.70             | \$15.50     | \$16,538.50         | \$22.00     | \$23,474.00        |           |
| 62      | 6" CPEP PERFORATED (BASINS)                       | LF               | 4243  | \$15.00     | \$63,645.00       | \$15.87     | \$67,336.41               | \$16.75     | \$71,070.25          | \$21.15     | \$89,739.45             | \$19.50     | \$82,738.50         | \$14.60     | \$61,947.80        |           |
| 63      | 6" CPEP PERFORATED (SOFTBALL INFIELD)             | LF               | 860   | \$15.00     | \$12,900.00       | \$15.32     | \$13,175.20               | \$22.00     | \$18,920.00          | \$21.10     | \$18,146.00             | \$22.50     | \$19,350.00         | \$24.10     | \$20,726.00        |           |
| 64      | 8" CPEP PERFORATED                                | LF               | 193   | \$25.00     | \$4,825.00        | \$44.18     | \$8,526.74                | \$17.50     | \$3,377.50           | \$18.85     | \$3,638.05              | \$31.00     | \$5,983.00          | \$70.60     | \$13,625.80        |           |
| 65      | 10" CPEP PERFORATED                               | LF               | 165   | \$40.00     | \$6,600.00        | \$48.95     | \$8,076.75                | \$47.75     | \$7,878.75           | \$20.25     | \$3,341.25              | \$34.00     | \$5,610.00          | \$79.70     | \$13,150.50        |           |
| 66      | DRAINTILE CLEANOUT                                | EA               | 16    | \$500.00    | \$8,000.00        | \$531.94    | \$8,511.04                | \$1,070.00  | \$17,120.00          | \$1,405.00  | \$22,480.00             | \$696.00    | \$11,136.00         | \$1,315.00  | \$21,040.00        |           |
| 67      | 12" DUCTILE IRON PIPE                             | LF               | 52    | \$175.00    | \$9,100.00        | \$152.25    | \$7,917.00                | \$170.00    | \$8,840.00           | \$175.00    | \$9,100.00              | \$129.00    | \$6,708.00          | \$199.00    | \$10,348.00        |           |
| 68      | 12" CPEP  | LF               | 775   | \$60.00     | \$46,500.00       | \$52.84     | \$40,951.00               | \$63.50     | \$49,212.50          | \$59.10     | \$45,802.50             | \$50.00     | \$38,750.00         | \$44.20     | \$34,255.00        |           |
| 69      | 12" CPEP PERFORATED                               | LF               | 812   | \$60.00     | \$48,720.00       | \$50.30     | \$40,843.60               | \$48.25     | \$39,179.00          | \$16.15     | \$13,113.80             | \$44.50     | \$36,134.00         | \$60.70     | \$49,288.40        |           |
| 70      | 18" CPEP  | LF               | 243   | \$100.00    | \$24,300.00       | \$58.40     | \$14,191.20               | \$73.00     | \$17,739.00          | \$87.00     | \$21,141.00             | \$69.00     | \$16,767.00         | \$159.50    | \$38,758.50        |           |
| 71      | 24" CPEP  | LF               | 130   | \$140.00    | \$18,200.00       | \$73.37     | \$9,538.10                | \$90.50     | \$11,765.00          | \$97.00     | \$12,610.00             | \$114.00    | \$14,820.00         | \$92.20     | \$11,986.00        |           |
| 72      | 48" CPEP  | LF               | 110   | \$275.00    | \$30,250.00       | \$170.60    | \$18,766.00               | \$155.00    | \$17,050.00          | \$179.00    | \$19,690.00             | \$169.00    | \$18,590.00         | \$157.50    | \$17,325.00        |           |
| 73      | 12" CONCRETE APRON (FES)                          | EA               | 7     | \$800.00    | \$5,600.00        | \$1,417.94  | \$9,925.58                | \$3,800.00  | \$26,600.00          | \$1,198.00  | \$8,386.00              | \$1,455.00  | \$10,185.00         | \$1,090.00  | \$7,630.00         |           |
| 74      | 21" CONCRETE APRON (FES)                          | EA               | 1     | \$1,200.00  | \$1,200.00        | \$1,302.42  | \$1,302.42                | \$3,410.00  | \$3,410.00           | \$1,315.00  | \$1,315.00              | \$1,565.00  | \$1,565.00          | \$1,502.00  | \$1,502.00         |           |
| 75      | 24" CONCRETE APRON (FES)                          | EA               | 1     | \$1,500.00  | \$1,500.00        | \$1,978.15  | \$1,978.15                | \$4,100.00  | \$4,100.00           | \$1,770.00  | \$1,770.00              | \$1,715.00  | \$1,715.00          | \$1,640.00  | \$1,640.00         |           |
| 76      | 12" RC PIPE SEWER 3006 CLASS III                  | LF               | 302   | \$70.00     | \$21,140.00       | \$68.58     | \$20,711.16               | \$82.00     | \$24,764.00          | \$85.00     | \$25,670.00             | \$58.50     | \$17,667.00         | \$72.50     | \$21,895.00        |           |
| 77      | 15" RC PIPE SEWER 3006 CLASS III                  | LF               | 118   | \$85.00     | \$10,030.00       | \$74.72     | \$8,816.96                | \$87.00     | \$10,266.00          | \$94.00     | \$11,092.00             | \$56.00     | \$6,608.00          | \$85.80     | \$10,124.40        |           |
| 78      | 21" RC PIPE SEWER 3006 CLASS III                  | LF               | 37    | \$130.00    | \$4,810.00        | \$93.55     | \$3,461.35                | \$108.00    | \$3,996.00           | \$123.00    | \$4,551.00              | \$72.50     | \$2,682.50          | \$122.00    | \$4,514.00         |           |
| 79      | 30" RC PIPE SEWER 3006 CLASS III                  | LF               | 128   | \$180.00    | \$23,040.00       | \$128.24    | \$16,414.72               | \$249.00    | \$31,872.00          | \$156.00    | \$19,968.00             | \$107.00    | \$13,696.00         | \$156.00    | \$19,968.00        |           |
| 80      | 33" RC PIPE SEWER 3006 CLASS III                  | LF               | 282   | \$210.00    | \$59,220.00       | \$149.59    | \$42,184.38               | \$136.00    | \$38,352.00          | \$172.00    | \$48,504.00             | \$136.00    | \$38,352.00         | \$172.50    | \$48,645.00        |           |
| 81      | 44" SPAN RC PIPE-ARCH CULVERT CLASS IIA           | LF               | 34    | \$250.00    | \$8,500.00        | \$266.33    | \$9,055.22                | \$278.00    | \$9,452.00           | \$301.50    | \$10,251.00             | \$228.00    | \$7,752.00          | \$270.50    | \$9,197.00         |           |
| 82      | 58" SPAN RC PIPE-ARCH CULVERT CLASS IIA           | LF               | 215   | \$400.00    | \$86,000.00       | \$362.86    | \$78,014.90               | \$418.00    | \$89,870.00          | \$362.00    | \$77,830.00             | \$272.00    | \$58,480.00         | \$501.50    | \$107,822.50       |           |
| 83      | 60" RC PIPE SEWER 3006 CLASS III                  | LF               | 67    | \$450.00    | \$30,150.00       | \$415.67    | \$27,849.89               | \$382.00    | \$25,594.00          | \$448.00    | \$30,016.00             | \$433.00    | \$29,011.00         | \$435.00    | \$29,145.00        |           |
| 84      | 33" STORM SEWER GRATE                             | EA               | 1     | \$5,000.00  | \$5,000.00        | \$4,784.85  | \$4,784.85                | \$4,030.00  | \$4,030.00           | \$6,620.00  | \$6,620.00              | \$4,840.00  | \$4,840.00          | \$5,253.00  | \$5,253.00         |           |
| 85      | 60" CUSTOM OUTLET GRATE (HEADWALL)                | EA               | 1     | \$12,000.00 | \$12,000.00       | \$6,663.55  | \$6,663.55                | \$5,640.00  | \$5,640.00           | \$9,360.00  | \$9,360.00              | \$6,460.00  | \$6,460.00          | \$7,334.00  | \$7,334.00         |           |
| 86      | CUSTOM OVERFLOW GRATE (48")                       | EA               | 4     | \$3,000.00  | \$12,000.00       | \$5,606.52  | \$22,426.08               | \$3,860.00  | \$15,440.00          | \$3,965.00  | \$15,860.00             | \$5,005.00  | \$20,020.00         | \$5,762.00  | \$23,048.00        |           |
| 87      | CUSTOM OVERFLOW GRATE (84")                       | EA               | 1     | \$6,000.00  | \$6,000.00        | \$6,734.81  | \$6,734.81                | \$10,450.00 | \$10,450.00          | \$10,300.00 | \$10,300.00             | \$5,975.00  | \$5,975.00          | \$7,599.00  | \$7,599.00         |           |
| 88      | POND SKIMMER GRATE (HAALA PS2-86)                 | EA               | 1     | \$3,500.00  | \$3,500.00        | \$5,168.04  | \$5,168.04                | \$3,850.00  | \$3,850.00           | \$5,415.00  | \$5,415.00              | \$3,905.00  | \$3,905.00          | \$4,048.00  | \$4,048.00         |           |
| 89      | CASTING ASSEMBLY (STORM) - NYOPLAST 1299CGS       | EA               | 14    | \$300.00    | \$4,200.00        | \$120.75    | \$1,690.50                | \$373.00    | \$5,222.00           | \$59.00     | \$826.00                | \$49.50     | \$693.00            | \$201.50    | \$2,821.00         |           |
| 90      | CASTING ASSEMBLY (STORM) - NYOPLAST 2499CGS       | EA               | 23    | \$400.00    | \$9,200.00        | \$1,286.61  | \$29,592.03               | \$617.00    | \$14,191.00          | \$59.00     | \$1,357.00              | \$49.50     | \$1,138.50          | \$309.50    | \$7,118.50         |           |
| 91      | CASTING ASSEMBLY (STORM) - NYOPLAST 2499CGD       | EA               | 2     | \$400.00    | \$800.00          | \$1,273.04  | \$2,546.08                | \$769.00    | \$1,538.00           | \$59.00     | \$118.00                | \$49.50     | \$99.00             | \$309.50    | \$619.00           |           |
| 92      | CASTING ASSEMBLY (STORM) - R-1733                 | EA               | 30    | \$1,200.00  | \$36,000.00       | \$1,152.10  | \$34,563.00               | \$685.00    | \$20,550.00          | \$1,435.00  | \$43,050.00             | \$1,080.00  | \$32,400.00         | \$554.50    | \$16,635.00        |           |
| 93      | CASTING ASSEMBLY (STORM) - R-3067                 | EA               | 16    | \$1,000.00  | \$16,000.00       | \$1,463.42  | \$23,414.72               | \$902.00    | \$14,432.00          | \$1,395.00  | \$22,320.00             | \$1,340.00  | \$21,440.00         | \$787.50    | \$12,600.00        |           |
| 94      | LOWER MANHOLE (STORM)                             | EA               | 1     | \$2,500.00  | \$2,500.00        | \$2,739.06  | \$2,739.06                | \$4,260.00  | \$4,260.00           | \$2,325.00  | \$2,325.00              | \$1,860.00  | \$1,860.00          | \$4,769.00  | \$4,769.00         |           |
| 95      | ADJUST CASTING (STORM)                            | EA               | 6     | \$600.00    | \$3,600.00        | \$881.23    | \$5,287.38                | \$3,380.00  | \$20,280.00          | \$1,570.00  | \$9,420.00              | \$1,250.00  | \$7,500.00          | \$511.00    | \$3,066.00         |           |
| 96      | ADJUST CASTING (SANITARY)                         | EA               | 1     | \$800.00    | \$800.00          | \$1,000.90  | \$1,000.90                | \$1,220.00  | \$1,220.00           | \$680.00    | \$680.00                | \$731.00    | \$731.00            | \$727.50    | \$727.50           |           |
| 97      | 12" AREA DRAIN                                    | EA               | 15    | \$1,500.00  | \$22,500.00       | \$1,809.34  | \$27,140.10               | \$1,330.00  | \$19,950.00          | \$1,730.00  | \$25,950.00             | \$1,555.00  | \$23,325.00         | \$1,742.00  | \$26,130.00        |           |
| 98      | 24" AREA DRAIN                                    | EA               | 25    | \$3,000.00  | \$75,000.00       | \$2,398.88  | \$59,972.00               | \$2,580.00  | \$64,500.00          | \$3,105.00  | \$77,625.00             | \$2,810.00  | \$70,250.00         | \$3,407.00  | \$85,175.00        |           |
| 99      | 24" TO 54" CPEP STORM CONNECTION                  | EA               | 1     | \$1,500.00  | \$1,500.00        | \$10,643.45 | \$10,643.45               | \$11,060.00 | \$11,060.00          | \$10,000.00 | \$10,000.00             | \$3,220.00  | \$3,220.00          | \$6,698.00  | \$6,698.00         |           |
| 100     | CONNECT TO EXISTING STORM PIPE                    | EA               | 3     | \$500.00    | \$1,500.00        | \$1,675.41  | \$5,026.23                | \$13,710.00 | \$41,130.00          | \$4,980.00  | \$14,940.00             | \$1,535.00  | \$4,605.00          | \$2,144.00  | \$6,432.00         |           |
| 101     | CONNECT TO EXISTING STORM STRUCTURE               | EA               | 4     | \$300.00    | \$1,200.00        | \$2,695.96  | \$10,783.84               | \$3,580.00  | \$14,320.00          | \$4,520.00  | \$18,080.00             | \$3,950.00  | \$15,800.00         | \$4,200.00  | \$16,800.00        |           |
| 102     | CONSTRUCT DRAINAGE STRUCTURE 2X3                  | EA               | 4     | \$3,500.00  | \$14,000.00       | \$2,319.10  | \$9,276.40                | \$1,850.00  | \$7,400.00           | \$2,530.00  | \$10,120.00             | \$1,585.00  | \$6,340.00          | \$3,357.00  | \$13,428.00        |           |
| 103     | CONSTRUCT DRAINAGE STRUCTURE DES 48               | LF               | 105.5 | \$800.00    | \$84,400.00       | \$639.96    | \$67,515.78               | \$502.00    | \$52,961.00          | \$585.00    | \$61,717.50             | \$484.00    | \$51,062.00         | \$861.00    | \$90,835.50        |           |
| 104     | CONSTRUCT DRAINAGE STRUCTURE DES 60               | LF               | 41.2  | \$1,300.00  | \$53,560.00       | \$743.67    | \$30,639.20               | \$1,130.00  | \$46,556.00          | \$930.00    | \$38,316.00             | \$829.00    | \$34,154.80         | \$1,034.00  | \$42,600.80        |           |
| 105     | CONSTRUCT DRAINAGE STRUCTURE DES 72               | LF               | 37.3  | \$1,500.00  | \$55,950.00       | \$993.83    | \$37,069.86               | \$840.00    | \$31,332.00          | \$1,024.00  | \$38,195.20             | \$906.00    | \$33,793.80         | \$1,490.00  | \$55,577.00        |           |
| 106     | CONSTRUCT DRAINAGE STRUCTURE DES 84               | LF               | 6.8   | \$1,800.00  | \$12,240.00       | \$1,860.80  | \$12,653.44               | \$1,380.00  | \$9,384.00           | \$1,865.00  | \$12,682.00             | \$1,270.00  | \$8,636.00          | \$1,987.00  | \$13,511.60        |           |
| 107     | CONSTRUCT DRAINAGE STRUCTURE DES 96               | LF               | 8.3   | \$2,500.00  | \$20,750.00       | \$2,243.75  | \$18,623.13               | \$1,880.00  | \$15,604.00          | \$2,165.00  | \$17,969.50             | \$1,945.00  | \$16,143.50         | \$2,446.00  | \$20,301.80        |           |
| 108     | CONSTRUCT DRAINAGE STRUCTURE DES 108              | LF               | 23.8  | \$3,400.00  | \$80,920.00       | \$2,668.74  | \$63,516.01               | \$1,920.00  | \$45,696.00          | \$2,558.00  | \$60,880.40             | \$2,055.00  | \$48,909.00         | \$2,664.00  | \$63,403.20        |           |
| 109     | CONSTRUCT DRAINAGE STRUCTURE DES 120 - W/ WEIR    | LF               | 11.5  | \$4,000.00  | \$46,000.00       | \$4,372.20  | \$50,280.30               | \$3,480.00  | \$40,020.00          | \$3,283.00  | \$37,754.50             | \$2,950.00  | \$33,925.00         | \$4,394.00  | \$50,531.00        |           |
| 110     | CONSTRUCT DRAINAGE STRUCTURE DES N (CB-37)        | EA               | 1     | \$3,500.00  | \$3,500.00        | \$1,607.83  | \$1,607.83                | \$8,110.00  | \$8,110.00           | \$8,625.00  | \$8,625.00              | \$2,405.00  | \$2,405.00          | \$9,279.00  | \$9,279.00         |           |
| 111     | CONSTRUCT DRAINAGE STRUCTURE DES CUSTOM (MH-9)    | EA               | 1     | \$6,000.00  | \$6,000.00        | \$6,673.12  | \$6,673.12                | \$11,120.00 | \$11,120.00          | \$7,900.00  | \$7,900.00              | \$6,555.00  | \$6,555.00          | \$8,634.00  | \$8,634.00         |           |
| 112     | SAFL BAFFLE - 60X46                               | EA               | 1     | \$8,500.00  | \$8,500.00        | \$9,674.86  | \$9,674.86                | \$7,850.00  | \$7,850.00           | \$9,200.00  | \$9,200.00              | \$10,920.00 | \$10,920.00         | \$8,804.00  | \$8,804.00         |           |
| 113     | SAFL BAFFLE - 72X57                               | EA               | 1     | \$10,000.00 | \$10,000.00       | \$11,678.04 | \$11,678.04               | \$9,820.00  | \$9,820.00           | \$11,100.00 | \$11,100.00             | \$10,920.00 | \$10,920.00         | \$10,610.00 | \$10,610.00        |           |
| 114     | SAFL BAFFLE - 108X72                              | EA               | 1     | \$18,000.00 | \$18,000.00       | \$31,134.55 | \$31,134.55               | \$15,660.00 | \$15,660.00          | \$28,990.00 | \$28,990.00             | \$10,920.00 | \$10,920.00         | \$17,840.00 | \$17,840.00        |           |
| 115     | CONCRETE SPLASH BLOCK (FES)                       | EA               | 9     | \$3,500.00  | \$31,500.00       | \$1,028.57  | \$9,257.13                | \$925.00    | \$8,325.00           | \$1,610.00  | \$14,490.00             | \$2,525.00  | \$22,725.00         | \$2,021.00  | \$18,189.00        |           |
| 116     | CONCRETE SPLASH BLOCK (CURB CUT)                  | EA               | 2     | \$5,000.00  | \$10,000.00       | \$1,295.05  | \$2,590.10                | \$925.00    | \$1,850.00           | \$1,070.00  | \$2,140.00              | \$2,525.00  | \$5,050.00          | \$2,571.00  | \$5,142.00         |           |
| 117     | TRENCH DRAIN (ALL COMPLETE)                       | LF               | 5     | \$550.00    | \$2,750.00        | \$894.89    | \$4,474.45                | \$1,140.00  | \$5,700.00           | \$995.00    | \$4,975.00              | \$1,305.00  | \$6,525.00          | \$1,509.00  | \$7,545.00         |           |
| 118     | TYPE SP 9.5 BITUMINOUS WEARING COURSE (SPWEA240C) | TON              | 1805  | \$110.00    | \$198,550.00      | \$119.29    | \$215,318.45              | \$109.00    | \$196,745.00         | \$115.70    | \$208,838.50            | \$104.00    | \$187,720.00        | \$107.00    | \$193,135.00       |           |
| 119     | BITUMINOUS MATERIAL FOR TACK COAT                 | GAL              | 536   | \$4.00      | \$2,144.00        | \$4.40      | \$2,358.40                | \$0.0       |                      |             |                         |             |                     |             |                    |           |

| Section | Line Item  | Item Description | UoM    | Quantity     | Engineer Estimate |              | Park Construction Company |              | Veit & Company, Inc. |              | Rachel Contracting, LLC |              | U.S. SiteWork, Inc. |              | Peterson Companies |           |
|---------|--|------------------|--------|--------------|-------------------|--------------|---------------------------|--------------|----------------------|--------------|-------------------------|--------------|---------------------|--------------|--------------------|-----------|
|         |  |                  |        |              | Unit Price        | Extension    | Unit Price                | Extension    | Unit Price           | Extension    | Unit Price              | Extension    | Unit Price          | Extension    | Unit Price         | Extension |
| 121     | DECOMPOSED GRANITE SURFACING   | SY               | 632.67 | \$150.00     | \$94,900.50       | \$66.93      | \$42,344.60               | \$58.50      | \$37,011.20          | \$97.75      | \$61,843.49             | \$48.00      | \$30,368.16         | \$126.50     | \$80,032.76        |           |
| 122     | 4" CONCRETE WALK   | SY               | 4020   | \$60.00      | \$241,200.00      | \$80.94      | \$325,378.80              | \$66.00      | \$265,320.00         | \$76.70      | \$308,334.00            | \$70.00      | \$281,400.00        | \$82.60      | \$332,052.00       |           |
| 123     | 6" CONCRETE WALK   | SY               | 400    | \$115.00     | \$46,000.00       | \$112.52     | \$45,008.00               | \$92.50      | \$37,000.00          | \$109.75     | \$43,900.00             | \$96.50      | \$38,600.00         | \$107.50     | \$43,000.00        |           |
| 124     | 8" CONCRETE PAVEMENT   | SY               | 625    | \$125.00     | \$78,125.00       | \$115.64     | \$72,275.00               | \$97.00      | \$60,625.00          | \$110.90     | \$69,312.50             | \$99.00      | \$61,875.00         | \$117.00     | \$73,125.00        |           |
| 125     | CONCRETE CURB & GUTTER DESIGN B612   | LF               | 2420   | \$22.00      | \$53,240.00       | \$24.38      | \$58,999.60               | \$32.00      | \$77,440.00          | \$30.50      | \$73,810.00             | \$30.00      | \$72,600.00         | \$29.20      | \$70,664.00        |           |
| 126     | CONCRETE CURB & GUTTER DESIGN B618   | LF               | 450    | \$25.00      | \$11,250.00       | \$26.91      | \$12,109.50               | \$34.75      | \$15,637.50          | \$33.30      | \$14,985.00             | \$32.50      | \$14,625.00         | \$33.00      | \$14,850.00        |           |
| 127     | CONCRETE CURB & GUTTER DESIGN S512   | LF               | 250    | \$30.00      | \$7,500.00        | \$30.67      | \$7,667.50                | \$38.75      | \$9,687.50           | \$37.50      | \$9,375.00              | \$36.00      | \$9,000.00          | \$39.00      | \$9,750.00         |           |
| 128     | CONCRETE CURB DESIGN V   | LF               | 60     | \$42.00      | \$2,520.00        | \$49.48      | \$2,968.80                | \$59.50      | \$3,570.00           | \$58.65      | \$3,519.00              | \$56.00      | \$3,300.00          | \$63.30      | \$3,798.00         |           |
| 129     | TRUNCATED DOMES  | SF               | 114    | \$60.00      | \$6,840.00        | \$72.16      | \$8,226.24                | \$78.50      | \$8,949.00           | \$80.95      | \$9,228.30              | \$72.00      | \$8,208.00          | \$77.50      | \$8,835.00         |           |
| 130     | TRAFFIC CONTROL  | LS               | 1      | \$25,000.00  | \$25,000.00       | \$20,411.07  | \$20,411.07               | \$22,420.00  | \$22,420.00          | \$23,500.00  | \$23,500.00             | \$12,820.00  | \$12,820.00         | \$27,420.00  | \$27,420.00        |           |
| 131     | SALVAGE AND REINSTALL SIGN   | EA               | 2      | \$250.00     | \$500.00          | \$255.14     | \$510.28                  | \$280.00     | \$560.00             | \$289.15     | \$578.30                | \$200.00     | \$400.00            | \$216.00     | \$432.00           |           |
| 132     | SIGN PANEL TYPE C  | SQ FT            | 155    | \$30.00      | \$4,650.00        | \$30.62      | \$4,746.10                | \$33.75      | \$5,231.25           | \$34.70      | \$5,378.50              | \$35.00      | \$5,425.00          | \$37.60      | \$5,828.00         |           |
| 133     | SIGN POST  | EA               | 22     | \$200.00     | \$4,400.00        | \$204.11     | \$4,490.42                | \$224.00     | \$4,928.00           | \$231.30     | \$5,088.60              | \$159.00     | \$3,498.00          | \$171.50     | \$3,773.00         |           |
| 134     | 4" SOLID LINE MULTI COMP   | LF               | 2200   | \$2.00       | \$4,400.00        | \$3.06       | \$6,732.00                | \$3.40       | \$7,480.00           | \$3.50       | \$7,700.00              | \$3.30       | \$7,260.00          | \$3.30       | \$7,260.00         |           |
| 135     | PAVT MSSG - THERMOPLASTIC GR IN (HANDICAP SYMBOL)                          | EACH             | 8      | \$500.00     | \$4,000.00        | \$255.14     | \$2,041.12                | \$280.00     | \$2,240.00           | \$29.90      | \$239.20                | \$271.00     | \$2,168.00          | \$276.50     | \$2,212.00         |           |
| 136     | CROSSWALK MARKING - THERMOPLASTIC GR IN                                    | SF               | 600    | \$15.00      | \$9,000.00        | \$15.31      | \$9,186.00                | \$16.75      | \$10,050.00          | \$17.35      | \$10,410.00             | \$15.00      | \$9,000.00          | \$16.60      | \$9,960.00         |           |
| 137     | PRECAST CONCRETE SEAT WALLS  | LF               | 128    | \$350.00     | \$44,800.00       | \$291.12     | \$37,263.36               | \$378.00     | \$48,384.00          | \$326.60     | \$41,804.80             | \$309.00     | \$39,552.00         | \$499.00     | \$63,872.00        |           |
| 138     | PRECAST CONCRETE SLAB STAIRS   | SF               | 480    | \$60.00      | \$28,800.00       | \$89.49      | \$42,955.20               | \$92.00      | \$44,160.00          | \$115.75     | \$55,560.00             | \$113.00     | \$54,240.00         | \$147.00     | \$70,560.00        |           |
| 139     | HANDRAIL   | LF               | 70     | \$250.00     | \$17,500.00       | \$305.14     | \$21,359.80               | \$332.00     | \$23,240.00          | \$342.40     | \$23,968.00             | \$338.00     | \$23,660.00         | \$327.50     | \$22,925.00        |           |
| 140     | ELECTRICAL SERVICE, CT CABINET, MAIN BREAKER                               | LS               | 1      | \$25,000.00  | \$25,000.00       | \$10,861.78  | \$10,861.78               | \$11,710.00  | \$11,710.00          | \$12,087.00  | \$12,087.00             | \$31,500.00  | \$31,500.00         | \$11,130.00  | \$11,130.00        |           |
| 141     | 1.5" HDPE CONDUIT  | LF               | 3500   | \$10.00      | \$35,000.00       | \$5.15       | \$18,025.00               | \$5.60       | \$19,600.00          | \$5.75       | \$20,125.00             | \$12.50      | \$43,750.00         | \$5.00       | \$17,500.00        |           |
| 142     | 3" HDPE CONDUIT  | LF               | 1300   | \$18.00      | \$23,400.00       | \$9.56       | \$12,428.00               | \$10.25      | \$13,325.00          | \$10.65      | \$13,845.00             | \$15.00      | \$19,500.00         | \$11.90      | \$15,470.00        |           |
| 143     | ELECTRICAL HANDHOLE  | EA               | 6      | \$3,000.00   | \$18,000.00       | \$592.46     | \$3,554.76                | \$639.00     | \$3,834.00           | \$659.30     | \$3,955.80              | \$1,310.00   | \$7,860.00          | \$1,315.00   | \$7,890.00         |           |
| 144     | #10 WIRE   | LF               | 9000   | \$1.50       | \$13,500.00       | \$1.23       | \$10,170.00               | \$1.40       | \$12,600.00          | \$1.40       | \$12,600.00             | \$1.80       | \$16,200.00         | \$1.55       | \$13,950.00        |           |
| 145     | #8 WIRE  | LF               | 1900   | \$3.50       | \$6,650.00        | \$1.72       | \$3,268.00                | \$1.90       | \$3,610.00           | \$1.90       | \$3,610.00              | \$2.10       | \$3,990.00          | \$2.00       | \$3,800.00         |           |
| 146     | #6 WIRE  | LF               | 1800   | \$4.50       | \$8,100.00        | \$2.18       | \$3,924.00                | \$2.40       | \$4,320.00           | \$2.45       | \$4,410.00              | \$2.30       | \$4,140.00          | \$2.80       | \$5,040.00         |           |
| 147     | #4 WIRE  | LF               | 1300   | \$5.50       | \$7,150.00        | \$2.96       | \$3,848.00                | \$3.20       | \$4,160.00           | \$3.30       | \$4,290.00              | \$3.30       | \$4,290.00          | \$3.40       | \$4,420.00         |           |
| 148     | #4/0 WIRE  | LF               | 5200   | \$16.00      | \$83,200.00       | \$9.56       | \$49,712.00               | \$10.25      | \$53,300.00          | \$10.65      | \$55,380.00             | \$13.50      | \$70,200.00         | \$11.50      | \$59,800.00        |           |
| 149     | ELECTRICAL SERVICE FOR RASPBERRY FEST                                      | LS               | 1      | \$29,600.00  | \$29,600.00       | \$14,551.67  | \$14,551.67               | \$15,690.00  | \$15,690.00          | \$16,193.00  | \$16,193.00             | \$21,660.00  | \$21,660.00         | \$14,450.00  | \$14,450.00        |           |
| 150     | ELECTRICAL GFCI PEDESTAL - PLAY AREA                                       | EA               | 2      | \$900.00     | \$1,800.00        | \$3,741.86   | \$7,483.72                | \$2,020.00   | \$4,040.00           | \$2,082.00   | \$4,164.00              | \$2,500.00   | \$5,000.00          | \$2,681.00   | \$5,362.00         |           |
| 151     | TRAIL PEDESTRIAN LIGHT & FOOTING   | EA               | 13     | \$7,500.00   | \$97,500.00       | \$6,340.37   | \$82,424.81               | \$6,840.00   | \$88,920.00          | \$7,055.00   | \$91,715.00             | \$5,805.00   | \$75,465.00         | \$5,023.00   | \$65,299.00        |           |
| 152     | IRRIGATION SYSTEM  | LS               | 1      | \$150,000.00 | \$150,000.00      | \$90,708.51  | \$90,708.51               | \$268,150.00 | \$268,150.00         | \$277,009.00 | \$277,009.00            | \$280,850.00 | \$280,850.00        | \$239,235.00 | \$239,235.00       |           |
| 153     | AGLIME INFIELD SURFACING (5" DEPTH)  | CY               | 380    | \$125.00     | \$47,500.00       | \$113.12     | \$42,985.60               | \$122.00     | \$46,360.00          | \$84.25      | \$32,015.00             | \$122.00     | \$46,360.00         | \$131.50     | \$49,970.00        |           |
| 154     | BALLFIELD DUGOUT (COMPLETE)  | EA               | 4      | \$24,000.00  | \$96,000.00       | \$32,049.76  | \$128,199.04              | \$35,830.00  | \$143,320.00         | \$72,943.00  | \$291,772.00            | \$33,640.00  | \$134,560.00        | \$42,070.00  | \$168,280.00       |           |
| 155     | BASES, HOME PLATE, AND PITCHING RUBBER (INFIELD SET)                       | EA               | 2      | \$2,000.00   | \$4,000.00        | \$3,092.59   | \$6,185.18                | \$3,470.00   | \$6,940.00           | \$3,470.00   | \$6,940.00              | \$3,075.00   | \$6,150.00          | \$3,887.00   | \$7,774.00         |           |
| 156     | INSTALL SALVAGED 8' HT. FABRIC ON NEW POSTS & MAINT. STRIP (OUTFIELD ONLY) | LF               | 960    | \$50.00      | \$48,000.00       | \$54.22      | \$52,051.20               | \$75.00      | \$72,000.00          | \$76.50      | \$73,440.00             | \$47.50      | \$45,600.00         | \$69.00      | \$66,240.00        |           |
| 157     | 8' HT. GALVANIZED CHAIN LINK FENCE & MAINT. STRIP                          | LF               | 971    | \$100.00     | \$97,100.00       | \$65.05      | \$63,163.55               | \$88.50      | \$85,933.50          | \$76.50      | \$74,281.50             | \$63.50      | \$61,658.50         | \$80.60      | \$78,262.60        |           |
| 158     | 18' HT GALVANIZED CHAIN LINK FENCE - BACKSTOP & MAINT. STRIP               | LF               | 120    | \$400.00     | \$48,000.00       | \$230.14     | \$27,616.80               | \$416.00     | \$49,920.00          | \$365.50     | \$43,860.00             | \$307.00     | \$36,840.00         | \$314.00     | \$37,680.00        |           |
| 159     | FOUL POLE  | EA               | 4      | \$1,500.00   | \$6,000.00        | \$7,099.68   | \$28,398.72               | \$7,970.00   | \$31,880.00          | \$7,965.75   | \$31,863.00             | \$7,065.00   | \$28,260.00         | \$6,359.00   | \$25,436.00        |           |
| 160     | GALVANIZED CHAIN LINK FENCE DOUBLE GATE, 12' WIDE                          | EA               | 2      | \$2,000.00   | \$4,000.00        | \$1,834.94   | \$3,669.88                | \$3,520.00   | \$7,040.00           | \$2,932.00   | \$5,864.00              | \$2,680.00   | \$5,360.00          | \$1,577.00   | \$3,154.00         |           |
| 161     | GALVANIZED CHAIN LINK FENCE SINGLE GATE, 4' WIDE                           | EA               | 4      | \$1,000.00   | \$4,000.00        | \$804.07     | \$3,216.28                | \$2,300.00   | \$9,200.00           | \$2,065.00   | \$8,260.00              | \$1,175.00   | \$4,700.00          | \$565.50     | \$2,262.00         |           |
| 162     | STUMP STEPPERS   | SY               | 8      | \$150.00     | \$1,200.00        | \$2,104.05   | \$16,832.40               | \$1,740.00   | \$13,920.00          | \$2,198.00   | \$17,584.00             | \$1,875.00   | \$15,000.00         | \$2,891.00   | \$23,128.00        |           |
| 163     | CONCRETE EDGE RESTRAINT  | LF               | 495    | \$50.00      | \$24,750.00       | \$40.10      | \$19,849.50               | \$50.50      | \$24,997.50          | \$48.10      | \$23,809.50             | \$51.00      | \$25,245.00         | \$68.40      | \$33,858.00        |           |
| 164     | ENTRY MONUMENT PARK SIGN   | EA               | 1      | \$25,000.00  | \$25,000.00       | \$18,395.02  | \$18,395.02               | \$21,790.00  | \$21,790.00          | \$35,365.00  | \$35,365.00             | \$20,530.00  | \$20,530.00         | \$41,980.00  | \$41,980.00        |           |
| 165     | PEDESTRIAN PARK SIGN   | EA               | 3      | \$15,000.00  | \$45,000.00       | \$12,314.36  | \$36,943.08               | \$14,960.00  | \$44,880.00          | \$17,063.00  | \$51,189.00             | \$16,310.00  | \$48,930.00         | \$14,070.00  | \$42,210.00        |           |
| 166     | DIGITAL MESSAGE BOARD SIGN   | EA               | 1      | \$40,000.00  | \$40,000.00       | \$39,913.16  | \$39,913.16               | \$78,810.00  | \$78,810.00          | \$84,607.00  | \$84,607.00             | \$38,100.00  | \$38,100.00         | \$38,870.00  | \$38,870.00        |           |
| 167     | INTERPRETIVE SIGN  | EA               | 3      | \$15,000.00  | \$45,000.00       | \$12,151.07  | \$36,453.21               | \$14,770.00  | \$44,310.00          | \$16,878.00  | \$50,634.00             | \$16,100.00  | \$48,300.00         | \$13,870.00  | \$41,610.00        |           |
| 168     | BRONZE PLATE FLOOD MARKERS   | EA               | 5      | \$500.00     | \$2,500.00        | \$687.94     | \$3,439.70                | \$3,640.00   | \$18,200.00          | \$5,991.00   | \$29,955.00             | \$3,180.00   | \$15,900.00         | \$22.50      | \$112.50           |           |
| 169     | NATIVE VEGETATION MARKER   | EA               | 20     | \$750.00     | \$15,000.00       | \$444.14     | \$8,882.80                | \$2,800.00   | \$56,000.00          | \$867.50     | \$17,350.00             | \$625.00     | \$12,500.00         | \$464.50     | \$9,290.00         |           |
| 170     | PARK SHELTER ROOF REPLACEMENT & ELECTRICAL                                 | LS               | 1      | \$55,000.00  | \$55,000.00       | \$123,094.35 | \$123,094.35              | \$36,940.00  | \$36,940.00          | \$35,425.00  | \$35,425.00             | \$34,530.00  | \$34,530.00         | \$34,060.00  | \$34,060.00        |           |
| 171     | PARK MAINTENANCE SHED, CONCRETE SLAB, & ELECTRICAL                         | LS               | 1      | \$20,000.00  | \$20,000.00       | \$75,995.04  | \$75,995.04               | \$19,980.00  | \$19,980.00          | \$57,435.00  | \$57,435.00             | \$53,050.00  | \$53,050.00         | \$49,650.00  | \$49,650.00        |           |
| 172     | RESTROOM BUILDING & FOUNDATION   | LS               | 1      | \$460,000.00 | \$460,000.00      | \$775,244.79 | \$775,244.79              | \$537,350.00 | \$537,350.00         | \$798,120.00 | \$798,120.00            | \$746,600.00 | \$746,600.00        | \$614,930.00 | \$614,930.00       |           |
| 173     | HELICAL PILE LOAD TEST   | EA               | 2      | \$5,000.00   | \$10,000.00       | \$3,814.20   | \$7,628.40                | \$13,410.00  | \$26,820.00          | \$4,279.50   | \$8,559.00              | \$27,430.00  | \$54,860.00         | \$9,259.00   | \$18,518.00        |           |
| 174     | HELICAL PILE 10' LONG  | EA               | 32     | \$560.00     | \$17,920.00       | \$1,267.96   | \$40,574.72               | \$841.00     | \$26,912.00          | \$1,423.00   | \$45,536.00             | \$1,045.00   | \$33,440.00         | \$1,438.00   | \$46,016.00        |           |
| 175     | ADDITIONAL HELICAL PILE LENGTH   | LF               | 1600   | \$58.00      | \$92,800.00       | \$39.17      | \$62,672.00               | \$71.00      | \$113,600.00         | \$44.00      | \$70,400.00             | \$50.50      | \$80,800.00         | \$22.60      | \$36,160.00        |           |
| 176     | BENCH TYPE 1 - STANDARD PARK   | EA               | 6      | \$4,000.00   | \$24,000.00       | \$5,899.52   | \$35,397.12               | \$5,380.00   | \$32,280.00          | \$6,620.00   | \$39,720.00             | \$6,650.00   | \$39,900.00         | \$5,493.00   | \$32,958.00        |           |
| 177     | BENCH TYPE 2 - NATURAL TIMBER  | EA               | 6      | \$3,700.00   | \$22,200.00       | \$5,141.94   | \$30,851.64               | \$5,870.00   | \$35,220.00          | \$5,062.00   | \$30,372.00             | \$6,580.00   | \$39,480.00         | \$5,462.00   | \$32,772.00        |           |
| 178     | BENCH TYPE 3 - LENGTH A - BACKLESS   | EA               | 4      | \$2,900.00   | \$11,600.00       | \$4,715.17   | \$18,860.68               | \$4,550.00   | \$18,200.00          | \$3,522.00   | \$14,088.00             | \$6,155.00   | \$24,620.00         | \$3,620.00   | \$14,480.00        |           |
| 179     | BENCH TYPE 3 - LENGTH A - BACKED   | EA               | 2      | \$3,500.00   | \$7,000.00        | \$7,245.42   | \$14,490.84               | \$6,090.00   | \$12,180.00          | \$6,361.00   | \$12,722.00             | \$8,670.00   | \$17,340.00         | \$5,029.00   | \$10,058.00        |           |
| 180     | BENCH TYPE 3 - LENGTH B - COMBO  | EA               | 3      | \$6,500.00   | \$19,500.00       | \$10,677.33  | \$32,031.99               | \$8,590.00   | \$25,770.00          | \$10,212.00  | \$30,636.00             | \$12,090.00  | \$36,270.00         | \$7,634.00   | \$22,902.00        |           |
| 181     | PICNIC TABLE SET (LEFT AND RIGHT SIDE)                                     | EA               | 3      | \$6,500.00   | \$19,500.00       | \$8,419.05   | \$25,257.15               | \$8,570.00   | \$25,710.00          | \$9,457.00   | \$28,371.00             | \$8,385.00   | \$25,155.00         | \$8,556.00   | \$25,668.00        |           |
| 182     | INSTALL SALVAGED GRILL   | EA               | 2      | \$500.00     | \$1,000.00        | \$1,443.21   | \$2,886.42                | \$693.00     | \$1,386.00           | \$1,620.00   | \$3,240.00              | \$1,435.00   | \$2,870.00          | \$465.00     | \$930.00           |           |
| 183     | DRINKING FOUNTAIN  | EA               | 1      | \$10,000.00  | \$10,000.00       | \$11,935.12  | \$11,935.12               | \$11,880.00  | \$11,880.00          | \$12,706.00  | \$12,706.00             |              |                     |              |                    |           |

| Section                                       | Line Item  | Item Description | UoM   | Quantity     | Engineer Estimate      |              | Park Construction Company |              | Veit & Company, Inc.   |              | Rachel Contracting, LLC |              | U.S. SiteWork, Inc.    |              | Peterson Companies     |           |
|---|--|------------------|-------|--------------|------------------------|--------------|---------------------------|--------------|------------------------|--------------|-------------------------|--------------|------------------------|--------------|------------------------|-----------|
|   |  |                  |       |              | Unit Price             | Extension    | Unit Price                | Extension    | Unit Price             | Extension    | Unit Price              | Extension    | Unit Price             | Extension    | Unit Price             | Extension |
| 185   | EVERGREEN TREE (6-8" HT. B&B)                    | EA               | 9     | \$500.00     | \$4,500.00             | \$647.83     | \$5,830.47                | \$617.00     | \$5,553.00             | \$867.50     | \$7,807.50              | \$625.00     | \$5,625.00             | \$765.00     | \$6,885.00             |           |
| 186   | ORNAMENTAL TREE (#25 CONT)                       | EA               | 90    | \$375.00     | \$33,750.00            | \$592.46     | \$53,321.40               | \$663.00     | \$59,670.00            | \$723.00     | \$65,070.00             | \$542.00     | \$48,780.00            | \$657.00     | \$59,130.00            |           |
| 187   | PERENNIAL PLUG                                   | EA               | 9996  | \$4.50       | \$44,982.00            | \$7.92       | \$79,168.32               | \$4.70       | \$46,981.20            | \$13.90      | \$138,944.40            | \$7.30       | \$72,970.80            | \$6.25       | \$62,475.00            |           |
| 188   | PERENNIAL (#1 CONT)                              | EA               | 620   | \$55.00      | \$34,100.00            | \$24.36      | \$15,103.20               | \$31.00      | \$19,220.00            | \$43.95      | \$27,249.00             | \$28.00      | \$17,360.00            | \$31.75      | \$19,685.00            |           |
| 189   | SHRUB (#3 CONT)                                  | EA               | 130   | \$100.00     | \$13,000.00            | \$56.48      | \$7,342.40                | \$149.00     | \$19,370.00            | \$86.75      | \$11,277.50             | \$109.00     | \$14,170.00            | \$113.25     | \$14,722.50            |           |
| 190   | TURF SOIL REINFORCEMENT                          | CY               | 240   | \$120.00     | \$28,800.00            | \$166.69     | \$40,005.60               | \$188.00     | \$45,120.00            | \$65.45      | \$15,708.00             | \$358.00     | \$85,920.00            | \$145.25     | \$34,860.00            |           |
| 191   | SEEDING - SOCCER FIELD TURF SEED                 | AC               | 1.7   | \$18,000.00  | \$30,600.00            | \$4,388.70   | \$7,460.79                | \$4,540.00   | \$7,718.00             | \$5,968.00   | \$10,145.60             | \$15,520.00  | \$26,384.00            | \$9,195.00   | \$15,631.50            |           |
| 192   | SEEDING - SOFTBALL FIELD TURF SEED               | AC               | 2.9   | \$15,000.00  | \$43,500.00            | \$4,388.70   | \$12,727.23               | \$4,540.00   | \$13,166.00            | \$4,811.50   | \$13,953.35             | \$15,520.00  | \$45,008.00            | \$9,775.00   | \$28,347.50            |           |
| 193   | SEEDING - LOW MAINTENANCE TURF SEED              | AC               | 2.2   | \$12,000.00  | \$26,400.00            | \$2,722.10   | \$5,988.62                | \$2,820.00   | \$6,204.00             | \$481.15     | \$1,058.53              | \$14,790.00  | \$32,538.00            | \$16,100.00  | \$35,420.00            |           |
| 194   | SEEDING - NO MOW FESCUE TURF SEED                | AC               | 0.2   | \$4,000.00   | \$800.00               | \$2,444.35   | \$488.87                  | \$2,530.00   | \$506.00               | \$4,811.50   | \$962.30                | \$14,790.00  | \$2,958.00             | \$18,400.00  | \$3,680.00             |           |
| 195   | SEEDING - GRASS DOMINANT UPLAND PRAIRIE (NATIVE) | AC               | 2.3   | \$4,000.00   | \$9,200.00             | \$4,944.23   | \$11,371.73               | \$5,120.00   | \$11,776.00            | \$5,390.00   | \$12,397.00             | \$16,460.00  | \$37,858.00            | \$3,310.00   | \$7,613.00             |           |
| 196   | SEEDING - DIVERSE UPLAND PRAIRIE (NATIVE)        | AC               | 0.6   | \$4,000.00   | \$2,400.00             | \$4,722.02   | \$2,833.21                | \$4,890.00   | \$2,934.00             | \$5,390.00   | \$3,234.00              | \$16,460.00  | \$9,876.00             | \$4,005.00   | \$2,403.00             |           |
| 197   | SEEDING - BIOFILTRATION BASIN (NATIVE)           | AC               | 0.8   | \$4,000.00   | \$3,200.00             | \$4,388.70   | \$3,510.96                | \$4,540.00   | \$3,632.00             | \$5,390.00   | \$4,312.00              | \$16,460.00  | \$13,168.00            | \$3,900.00   | \$3,120.00             |           |
| 198   | SEEDING - DRY CREEK BED (NATIVE)                 | AC               | 0.1   | \$4,500.00   | \$450.00               | \$3,333.20   | \$333.32                  | \$3,450.00   | \$345.00               | \$5,390.00   | \$539.00                | \$16,050.00  | \$1,605.00             | \$8,050.00   | \$805.00               |           |
| 199   | EROSION CONTROL BLANKET                          | SY               | 18392 | \$4.00       | \$73,568.00            | \$1.56       | \$28,691.52               | \$1.60       | \$29,427.20            | \$2.15       | \$39,542.80             | \$2.10       | \$38,623.20            | \$2.75       | \$50,578.00            |           |
| 200   | HYDROMULCH                                       | AC               | 7     | \$9,680.00   | \$67,760.00            | \$4,166.49   | \$29,165.43               | \$4,310.00   | \$30,170.00            | \$5,019.70   | \$35,137.90             | \$6,355.00   | \$44,485.00            | \$8,670.00   | \$60,690.00            |           |
| 201   | NATIVE VEGETATION MAINTENANCE (ANNUAL)           | EA               | 3     | \$22,000.00  | \$66,000.00            | \$4,999.79   | \$14,999.37               | \$5,170.00   | \$15,510.00            | \$17,349.20  | \$52,047.60             | \$13,130.00  | \$39,390.00            | \$13,710.00  | \$41,130.00            |           |
| 202   | MONUMENT STONE (CUSTOM)                          | EA               | 3     | \$7,500.00   | \$22,500.00            | \$15,464.79  | \$46,394.37               | \$7,090.00   | \$21,270.00            | \$18,968.50  | \$56,905.50             | \$6,355.00   | \$19,065.00            | \$7,871.00   | \$23,613.00            |           |
| 203   | RETAINING WALL BLOCK (H 24"x W 30" x L 36-48")   | TON              | 377   | \$600.00     | \$226,200.00           | \$663.33     | \$250,075.41              | \$360.00     | \$135,720.00           | \$462.65     | \$174,419.05            | \$323.00     | \$121,771.00           | \$406.50     | \$153,250.50           |           |
| 204   | OUTCROPPING STONE (H 24" x W/L 24-36")           | TON              | 42    | \$650.00     | \$27,300.00            | \$475.07     | \$19,952.94               | \$430.00     | \$18,060.00            | \$404.80     | \$17,001.60             | \$386.00     | \$16,212.00            | \$386.00     | \$16,212.00            |           |
| 205   | LARGE BOULDERS (H/W/L 30-36")                    | TON              | 17    | \$650.00     | \$11,050.00            | \$475.07     | \$8,076.19                | \$256.00     | \$4,352.00             | \$375.90     | \$6,390.30              | \$229.00     | \$3,893.00             | \$549.50     | \$9,341.50             |           |
| 206   | LARGE FIELDSTONE (H/W/L 30-36")                  | TON              | 120   | \$580.00     | \$69,600.00            | \$297.89     | \$35,746.80               | \$256.00     | \$30,720.00            | \$416.40     | \$49,968.00             | \$229.00     | \$27,480.00            | \$290.50     | \$34,860.00            |           |
| 207   | MEDIUM BOULDERS (H/W/L 24-30")                   | TON              | 40    | \$550.00     | \$22,000.00            | \$475.07     | \$19,002.80               | \$256.00     | \$10,240.00            | \$375.90     | \$15,036.00             | \$229.00     | \$9,160.00             | \$447.50     | \$17,900.00            |           |
| 208   | MEDIUM FIELDSTONE (H/W/L 24-30")                 | TON              | 140   | \$550.00     | \$77,000.00            | \$297.89     | \$41,704.60               | \$256.00     | \$35,840.00            | \$345.00     | \$48,300.00             | \$229.00     | \$32,060.00            | \$326.50     | \$45,710.00            |           |
| 209   | DRY CREEKBED                                     | TON              | 90    | \$250.00     | \$22,500.00            | \$227.02     | \$20,431.80               | \$256.00     | \$23,040.00            | \$463.00     | \$41,670.00             | \$229.00     | \$20,610.00            | \$388.00     | \$34,920.00            |           |
| 210   | DRY CREEKBED (LINED)                             | TON              | 140   | \$310.00     | \$43,400.00            | \$315.61     | \$44,185.40               | \$256.00     | \$35,840.00            | \$463.00     | \$64,820.00             | \$355.00     | \$49,700.00            | \$1,078.00   | \$150,920.00           |           |
| 211   | RIPRAP (ALL TYPES)                               | TON              | 20    | \$210.00     | \$4,200.00             | \$363.59     | \$7,271.80                | \$256.00     | \$1,400.00             | \$191.00     | \$3,820.00              | \$229.00     | \$4,580.00             | \$464.00     | \$9,280.00             |           |
| 212   | UNDERGROUND STORAGE (REUSE SYSTEM)               | LS               | 1     | \$75,000.00  | \$75,000.00            | \$212,101.89 | \$212,101.89              | \$202,980.00 | \$202,980.00           | \$255,000.00 | \$255,000.00            | \$184,450.00 | \$184,450.00           | \$264,420.00 | \$264,420.00           |           |
| 213   | LIFT STATION (REUSE SYSTEM)                      | LS               | 1     | \$88,000.00  | \$88,000.00            | \$86,482.01  | \$86,482.01               | \$49,690.00  | \$49,690.00            | \$81,000.00  | \$81,000.00             | \$43,490.00  | \$43,490.00            | \$95,490.00  | \$95,490.00            |           |
| 214   | 4" VENT PIPE TERMINATION                         | EA               | 2     | \$3,000.00   | \$6,000.00             | \$5,451.47   | \$10,902.94               | \$4,290.00   | \$8,580.00             | \$4,961.00   | \$9,922.00              | \$4,695.00   | \$9,390.00             | \$5,216.00   | \$10,432.00            |           |
| 215   | MAIN DISTRIBUTION CABINET                        | LS               | 1     | \$10,000.00  | \$10,000.00            | \$42,407.72  | \$42,407.72               | \$45,730.00  | \$45,730.00            | \$47,190.00  | \$47,190.00             | \$2,500.00   | \$2,500.00             | \$38,490.00  | \$38,490.00            |           |
| 216   | CONCRETE EDGE RESTRAINT WITH SIDEWALK            | LF               | 205   | \$70.00      | \$14,350.00            | \$17.01      | \$3,487.05                | \$25.50      | \$5,227.50             | \$22.20      | \$4,551.00              | \$16.50      | \$3,382.50             | \$28.80      | \$5,904.00             |           |
| 217   | XCEL ELECTRICAL SERVICE - UTILITY ALLOWANCE      | LS               | 1     | \$10,000.00  | \$10,000.00            | \$10,000.00  | \$10,000.00               | \$10,000.00  | \$10,000.00            | \$10,000.00  | \$10,000.00             | \$10,000.00  | \$10,000.00            | \$10,000.00  | \$10,000.00            |           |
| <b>BASE BID TOTAL</b>                         |  |                  |       |              | <b>\$9,591,356.00</b>  |              | <b>\$8,830,020.02</b>     |              | <b>\$9,588,338.81</b>  |              | <b>\$9,709,813.48</b>   |              | <b>\$9,860,691.56</b>  |              | <b>\$10,547,024.37</b> |           |
| ADD BID ALTERNATIVE 1: FIELD 1 LIGHTING       |  |                  |       |              |                        |              |                           |              |                        |              |                         |              |                        |              |                        |           |
| 1.1   | ALT - FIELD 1 LIGHT POLES                        | LS               | 1     | \$339,250.00 | \$339,250.00           | \$369,705.00 | \$369,705.00              | \$369,880.00 | \$369,880.00           | \$381,683.00 | \$381,683.00            | \$299,600.00 | \$299,600.00           | \$375,430.00 | \$375,430.00           |           |
| 1.2   | 1.5" HDPE CONDUIT                                | LF               | 1300  | \$10.00      | \$13,000.00            | \$4.76       | \$6,188.00                | \$4.80       | \$6,240.00             | \$4.95       | \$6,435.00              | \$12.50      | \$16,250.00            | \$7.15       | \$9,295.00             |           |
| 1.3   | #8 WIRE  | LF               | 6300  | \$3.50       | \$22,050.00            | \$1.85       | \$11,655.00               | \$1.90       | \$11,970.00            | \$1.90       | \$11,970.00             | \$2.10       | \$13,230.00            | \$2.15       | \$13,545.00            |           |
| 1.4   | #10 WIRE   | LF               | 1000  | \$1.50       | \$1,500.00             | \$1.35       | \$1,350.00                | \$1.40       | \$1,400.00             | \$1.40       | \$1,400.00              | \$1.80       | \$1,800.00             | \$1.35       | \$1,350.00             |           |
| <b>ALT 1 TOTAL</b>                            |  |                  |       |              | <b>\$375,800.00</b>    |              | <b>\$388,896.00</b>       |              | <b>\$389,490.00</b>    |              | <b>\$401,488.00</b>     |              | <b>\$330,880.00</b>    |              | <b>\$399,620.00</b>    |           |
| ADD BID ALTERNATIVE 2: SOCCER FIELD LIGHTING  |  |                  |       |              |                        |              |                           |              |                        |              |                         |              |                        |              |                        |           |
| 2.1   | ALT - SOCCER FIELD LIGHT POLES                   | LS               | 1     | \$271,400.00 | \$271,400.00           | \$338,338.00 | \$338,338.00              | \$338,500.00 | \$338,500.00           | \$349,297.00 | \$349,297.00            | \$284,700.00 | \$284,700.00           | \$334,480.00 | \$334,480.00           |           |
| 2.2   | 1.5" HDPE CONDUIT                                | LF               | 1100  | \$10.00      | \$11,000.00            | \$4.76       | \$5,236.00                | \$4.80       | \$5,280.00             | \$4.95       | \$5,445.00              | \$12.50      | \$13,750.00            | \$7.15       | \$7,865.00             |           |
| 2.3   | #8 WIRE  | LF               | 4600  | \$3.50       | \$16,100.00            | \$1.85       | \$8,510.00                | \$1.90       | \$8,740.00             | \$1.90       | \$8,740.00              | \$2.10       | \$9,660.00             | \$2.15       | \$9,890.00             |           |
| 2.4   | #10 WIRE   | LF               | 1600  | \$1.50       | \$2,400.00             | \$1.35       | \$2,160.00                | \$1.40       | \$2,240.00             | \$1.40       | \$2,240.00              | \$1.80       | \$2,880.00             | \$1.35       | \$2,160.00             |           |
| <b>ALT 2 TOTAL</b>                            |  |                  |       |              | <b>\$300,900.00</b>    |              | <b>\$354,244.00</b>       |              | <b>\$354,760.00</b>    |              | <b>\$365,722.00</b>     |              | <b>\$310,990.00</b>    |              | <b>\$354,395.00</b>    |           |
| ADD BID ALTERNATIVE 3: FIELD 2 LIGHTING       |  |                  |       |              |                        |              |                           |              |                        |              |                         |              |                        |              |                        |           |
| 3.1   | ALT - FIELD 2 LIGHT POLES                        | LS               | 1     | \$339,250.00 | \$339,250.00           | \$387,800.00 | \$387,800.00              | \$387,980.00 | \$387,980.00           | \$400,361.00 | \$400,361.00            | \$310,850.00 | \$310,850.00           | \$388,740.00 | \$388,740.00           |           |
| 3.2   | 1.5" HDPE CONDUIT                                | LF               | 1200  | \$10.00      | \$12,000.00            | \$4.77       | \$5,724.00                | \$4.80       | \$5,760.00             | \$4.95       | \$5,940.00              | \$12.50      | \$15,000.00            | \$6.85       | \$8,220.00             |           |
| 3.3   | #8 WIRE  | LF               | 7000  | \$3.50       | \$24,500.00            | \$1.85       | \$12,950.00               | \$1.90       | \$13,300.00            | \$1.90       | \$13,300.00             | \$2.10       | \$14,700.00            | \$2.10       | \$14,700.00            |           |
| 3.4   | #10 WIRE   | LF               | 1000  | \$1.50       | \$1,500.00             | \$1.35       | \$1,350.00                | \$1.40       | \$1,400.00             | \$1.40       | \$1,400.00              | \$1.80       | \$1,800.00             | \$1.40       | \$1,400.00             |           |
| <b>ALT 3 TOTAL</b>                            |  |                  |       |              | <b>\$377,250.00</b>    |              | <b>\$407,824.00</b>       |              | <b>\$408,440.00</b>    |              | <b>\$421,001.00</b>     |              | <b>\$342,350.00</b>    |              | <b>\$413,060.00</b>    |           |
| <b>BASE BID + ALT 1 + ALT 2 + ALT 3 TOTAL</b> |  |                  |       |              | <b>\$10,645,306.00</b> |              | <b>\$9,980,986.02</b>     |              | <b>\$10,741,028.81</b> |              | <b>\$10,898,024.48</b>  |              | <b>\$10,844,911.56</b> |              | <b>\$11,714,099.37</b> |           |



**BOLTON  
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue  
Burnsville, MN 55337-1649

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

March 10, 2026

Mr. Ryan Krzos, City Planner  
City of Hopkins  
1010 1<sup>st</sup> St S  
Hopkins, MN 55343

Re: Proposal for Professional Engineering, Surveying, and Materials Testing Services  
Central Park Improvements – Construction Phase Services  
City of Hopkins, Minnesota

Mr. Krzos:

We are pleased to offer you our proposal for professional engineering, surveying, and materials testing services for the construction phase of the City of Hopkins' Central Park Improvements. Our proposed services are based on the final design phase of the project completed by Bolton & Menk, Inc. and Barr Engineering. Planned efforts include construction phase observation and administration, construction survey staking, environmental observation and management, and materials testing efforts totaling \$1,182,718 for 5,887 planned labor hours by an array of specialized staff from Bolton & Menk, Barr Engineering, and Bruan Intertec, tailored to meet Hopkins' needs for this project. The enclosed Detailed Work Plan and Estimate of Project Fees further detail our proposed level of effort.

In addition to the enclosed standard agreement, Exhibit I details our proposed process and scope of work to be performed. Upon authorization by the Council on March 16, 2026, we will proceed with the construction phase services including scheduling a pre-construction meeting with the Contractor to be awarded the project at the same March 16<sup>th</sup> Council meeting.

As always, thank you for allowing Bolton & Menk, Inc. to submit this proposal for your consideration. Upon your review and approval of this agreement, please sign and return one copy to us. If you have any questions regarding this proposal or would like to discuss any of its details, please do not hesitate to call me. We truly appreciate and value our continued working relationship with the City of Hopkins.

Sincerely,

**Bolton & Menk, Inc.**

Nicholas J. Amatuccio, P.E.  
Municipal Project Manager | Principal

Michael J. Waltman, P.E.  
Municipal Practice leader | Principal

Cc: Dustin Pavek, Public Works Director, City of Hopkins

**AGREEMENT FOR PROFESSIONAL SERVICES**

**CENTRAL PARK IMPROVEMENTS**  
**CONSTRUCTION PHASE ENGINEERING SERVICES**

**CITY OF HOPKINS, MINNESOTA**

This Agreement, made this 16<sup>th</sup> day of March 2026, 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 CENTRAL PARK 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        | \$200-280/Hour      |
| Sr. Project Manager – Principal Engineer/Surveyor            | \$190-250/Hour      |
| Project Manager  | \$170-225/Hour      |
| Project/Design Engineer/Planner/Surveyor/Landscape Architect | \$150-220/Hour      |
| Specialist (Nat. Resources; GIS; Traffic; Other)             | \$105-220/Hour      |
| Senior Technician (Inc. Survey <sup>1</sup> )                | \$135-195/Hour      |
| Technician (Inc. Survey <sup>1</sup> )                       | \$105-195/Hour      |
| Administrative/Corporate Specialists                         | \$90-150/Hour       |
| Structural/Electrical/Mechanical/Architect                   | \$125-\$225/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 \$1,182,718. 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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

CONSULTANT: Bolton & Menk, Inc.



\_\_\_\_\_  
Mike Waltman, P.E.  
Municipal Practice Leader | Principal

3/16/2026  
\_\_\_\_\_  
Date

## EXHIBIT I

### CONSTRUCTION OBSERVATION, ADMINISTRATION, STAKING, MATERIALS TESTING, AND ENVIRONMENTAL OBSERVATION/MANAGEMENT CENTRAL PARK IMPROVEMENTS

CITY OF HOPKINS, MINNESOTA

#### A. BASIC SERVICES

In accordance with the anticipated award of a construction contract by the City of Hopkins to the low bid Contractor, Bolton & Menk, Inc. has been requested to complete construction staking, construction observation, construction administration, construction materials testing, and environmental observation and management services for the City's Central Park Improvements.

Building from our final design scope of services, detailed tasks associated with the work are itemized in the attached Detailed Work Plan and are described below.

#### **CONSTRUCTION PHASE SERVICES**

##### Construction Staking

Construction staking indicating cuts to the line and grade of the proposed utilities will typically be performed at intervals of 50 feet. These utilities include sanitary sewer pipe and manholes; watermain pipe, hydrants, and bends; storm sewer pipe, drain tile, manholes, and catch basins. Curb stakes will be provided along the reconstructed roadways at intervals of 25 feet with additional staking along curb radii and at pedestrian ramps. Sidewalk and trail stakes will be provided along the pedestrian facility at intervals of 25 feet with additional staking along radii and unique features. Stormwater basins and other grading features will be staked at intervals of 50 feet to the top and bottom of the basins. Structure foundations and pad will be staked to each corner.

##### Construction Observation and Administration

This project is proposed to be constructed during the 2026 construction seasons and is anticipated to occur over multiple phases of construction between April and November of for the majority of the work. Minimal work may occur over the winter months for the restroom building and it is anticipated that there will be work in April and May of 2027 to finish the plantings and all punch list work. The projected fee estimate is based upon a full 30-week construction season in 2026 plus a partial 10-week construction season in 2027. Full-time construction observation is proposed for this project with the assistance of specialty inspectors for certain aspects of the work including but not limited to electrical, structural, architecture, and landscaping items. The contractor's use of several construction crews across the multi-phased project will be necessary for timely completion.

Duties of the Lead Construction Observer will include attendance at the pre-construction meeting and all construction-related meetings, service as a liaison between the City and

the contractor, review of the completed work to determine if the project is in general conformance with the plans and specifications, review and scheduling of all materials testing, maintenance of construction documentation, tracking quantities, project closeout including checking in on punch list items, and communication with affected property owners, community organizations, and businesses, as necessary, to address their construction-related concerns and issues.

Communication will include notices, phone calls, text messages, emails, and in-person meetings. A project website will also be set up and managed by Bolton & Menk to provide weekly updates to the public and those subscribed to receive construction notification emails or text messages.

The Construction Manager will support the Construction Observer to ensure that all duties are being fulfilled to satisfy resident requests, achieve contract compliance, and coordinate needs between the Contractor and City.

Bolton & Menk's Senior Landscape Architect and Landscape Designer will remain engaged through the construction phase of the project. These professionals will review submittals by the contractor including shop drawings and source-specific material selections. These team members will also review plantings and construction of landscape architecture related elements during and following the contractor's work for quality assurance purposes during park construction.

Administration duties by the Project and/or Construction Manager include a coordinating and leading a pre-construction meeting, leading weekly project meetings including distribution of minutes, review of shop drawings and other submittals, coordination with private utilities, sending out weekly email updates to community subscribers, maintaining a project website, preparation of pay estimates, evaluation of change order requests by the Contractor, reviewing Contractor payroll documents for prevailing wage compliance, and responding to RFI's from the Contractor. Observation and administration services will be completed on an hourly basis.

#### Record Drawings

Record drawings detailing the completed improvements as recorded by the construction observers will be completed and furnished to the City in electronic format (PDF plans). These record drawings will also be integrated with the City's GIS web application. Utilities, valves, and structures will be located (horizontally) after construction using a GPS unit and will also be incorporated in the GIS schematic layout as GIS entities.

#### Subconsultants

Bolton & Menk has secured partnerships with Barr Engineering and Braun Intertec for the successful delivery of the construction services phase of the project. Barr's services will primarily focus on environmental testing and observation, RAP management and documentation, and reporting while Bruan's services will primarily focus on construction materials testing. The attached proposals from these firms are included as an attachment to our scope of services and have been accounted for within the overall fee estimate. Bruan's fee estimate also includes additional borings that were necessary for completion of the final design phase of the project.

**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.

March 10, 2026

Mike Waltman and Nick Amatuccio  
Bolton & Menk, Inc.  
12224 Nicollet Ave  
Burnsville MN 55337

Re: Hopkins Central Park, Construction Observation scope

Dear Nick and Mike:

Thank you for the opportunity to continue to provide support for Hopkins Central Park as it is moving into construction. The following scope lists the understanding of Barr tasks and estimated fees. Tasks 1-2 are extensions of tasks initiated within the 2026 Central Park Improvements Final Design phase of work. All others are new tasks in support of construction of the park.

## Task 1. Soil & Groundwater Management

During the 2026 Central Park Improvements Final Design phase of work, several design changes occurred and/or new site information was obtained that resulted in unanticipated design modifications. As design progressed, the project team and the City of Hopkins determined that a more extensive groundwater investigation was warranted. Groundwater monitoring wells were installed and monitored, with findings indicating higher-than-anticipated groundwater levels. Accordingly, the stormwater management system was redesigned to reduce potential groundwater impacts during and after construction. Related, the new information related to groundwater levels resulted in a more complex soil management strategy than initially expected, requiring grading modifications to reduce overall excavation depths. A liner was added to the soccer field due to observed groundwater elevations, which required unanticipated design iterating to optimize earthwork costs, buoyancy risk, and flood storage. The budget for this task includes up to four (4) additional site visits to be completed in 2026 to log groundwater elevations.

## Task 2. Permitting Support

The permit application to Nine Mile Creek Watershed District (NMCWD) was submitted on February 11 which included 90% construction documents. Additional time will likely be necessary to address NMCWD permit staff questions and comments. Ten (10) hours have been estimated to support receiving an approved permit from Nine Mile Creek Watershed District.

## Task 3. Bidding support and addenda

This task includes all work required to support questions from bidders and issuing addenda. Attendance and presentation to City Council for one Barr staff is included.

## Task 4. Soil gas sampling and design

In response to MPCA's request to evaluate methane at the site, Barr staff will complete a soil vapor investigation, including soil vapor sampling near the proposed restroom, and across the site where liners are planned and utility corridors or potential conduits for vapor migration are present. Initial methane field screening in late February at existing wells indicated levels that warrant mitigation, so we plan to move forward with design modifications to mitigate methane (and potential volatile organic compound (VOC) impacts, if present) issues related to liner performance and health and safety. The scope of work includes the following:

- Develop a work plan and implement soil vapor sampling for volatile organic compounds and fixed gases (including methane). Ten samples are planned using a push probe subcontractor. If the work is done after the ground thaws samples will be collected using hand probe methods.
- Design of methane or VOC mitigation measures, which are anticipated to include additional piping below the soccer field liner, venting of methane to above ground, potential venting for the restroom building and installing vapor barriers in utility trenches or pathways to prevent migration.
- Prepare a summary report and RAP Addendum to the MPCA describing the results of the soil gas sampling and design modifications to address soil gases.

## Task 5. Environmental observation, sampling and testing during construction, reporting

During earthwork, Barr's environmental engineers will observe excavation, sample soils and submit for testing, and observe for other environmental concerns and ensure the contractor is managing soils in a way that aligns with the Response Action Plan (RAP). This task includes:

- Develop a site-specific health and safety plan for Barr staff and detailed sampling plan for field use.
- Provide oversight, field observations and sampling during contractor excavation of test pits prior to full earthwork to assess debris characteristics and extents. This task assumes two days in the field to excavate approximately 10-foot by 150-foot trenches to approximately 10 feet. Soil samples may also be collected to gather information prior to construction to expedite soil management decisions but those laboratory analytical costs are accounted for in the environmental oversight task.
- Provide environmental oversight during earthwork including field screening to direct soil management, soil sampling to confirm soil reused onsite as cover or offsite meets MPCA unregulated fill guidelines, and soil sampling to document contamination remaining below the clean cover and documentation for compliance with the RAP.
  - This task assumes preparation and planning, office support, and eight weeks of earthwork for one field staff (12 hours/day plus 1 hour reporting) and one week (12 hours/day) for a second staff for a total of 720 hours, and associated expenses and laboratory testing costs. Soil laboratory costs assume 24 samples of visually clean, debris free soil are collected to confirm soil reused onsite or exported for offsite reuse meets criteria. The quantity is based on a rate of one sample per 500 cubic yards, assuming 12,000 cubic yards of soil is tested. (Note that this differs from the bid quantities of 7,000 cubic yards of soil being reused onsite and 15,000 cubic yards of clean soil export.) An additional 27 soil samples are planned to

document conditions left in place in the excavated soccer field and BMPs (assuming a rate of one sample per 100 foot spacing across excavation bases and sidewalls and utilizing existing data).

- Collect groundwater samples for dewatering discharge permits, if needed. We assume four groundwater samples are collected for MCES permit parameters and site contaminants.
- Support for environmental submittals, approval and permitting. This task includes review of the dewatering plan and waste disposal documentation and assisting contractor with obtaining environmental permits for dewatering discharge or landfill waste acceptance approval by providing existing environmental data or review of permit applications or waste profile documents.
- Prepare and submit a RAP implementation report, as required by the MPCA
- Provide documentation or other support to the City related to the Hennepin County ERF grant reimbursement requests.

## Task 6. Construction Oversight and Submittal Review

Barr's staff will support Bolton & Menk's (BMI) full time construction administration upon request and at key points of construction. Barr will provide the following:

- Submittal and shop drawing review for:
  - Liner and attachments
  - Storm sewer infrastructure
  - Soccer field wall
  - Electrical
  - Mechanical internal to restroom building
  - Stone materials
  - Plants and seed mixes
  - Biofiltration soil
  - Hydromulch, erosion control blanket
- Attendance for one Barr staff at up to 10 construction meetings, upon request.
- Field observation for the following site features:
  - Geotechnical observation following excavation of soccer field, prior to placement of liner to confirm conditions match design assumptions
  - Stone selection at quarry, stone source
  - Stone layout pre-activity meeting with contractor and BMI staff
    - Periodic inspection of headwaters and dry creek bed layout
    - Review of site photos from primary BMI observation staff
  - Vegetation
    - Inspection of site prior to seeding and planting
    - Inspection of plant material
    - Plant layout pre-activity meeting with contractor and BMI staff
- Field observation for the liner.
  - Intermittent observation for subgrade inspections for preparation of liner installation/installation of gas mitigation system in the Soccer Field.

- BMI will be responsible for verifying that the subgrade in each BMP is ready for geomembrane installation and procuring the proper forms as outlined in the Subgrade Preparation Specification.
- Full time observation during liner installation in soccer field
  - Destructive sampling of geomembrane seams in the Soccer Field will be coordinated by Barr.
    - Barr will mark the destructive sample locations in the field and ship the samples for third party testing.
    - The liner installer will perform in-field testing of the destructive samples.
- Observation of fill installation over liner around headwall structure, pipes, and pipe penetrations in the Soccer Field
  - BMI will be responsible for observation of backfill in all other portions of the Project. BMI acknowledges that their construction observer is expected to be watching backfill and verifying contractors are following the required procedures for backfill per specifications.
- An inspection of each BMP once liner installation has been completed prior to backfilling.
  - All destructive samples for each BMP must have passed field and third-party laboratory testing prior to Barr inspection.
  - Destructive sampling of geomembrane seams in the BMPs will be coordinated by the Liner Installer or by BMI.
    - The liner installer shall mark out destructs, perform field testing of destructs, and submit destructs to the third-party laboratory for testing.
    - Barr makes no assurances of the quality or how representative the in-field and laboratory destruct testing will be.
    - The liner contractor will provide third party sampling results prior to Barr to review prior to final BMP inspection and backfilling.
    - All destructive tests shall be collected and pass third party testing prior to backfill
- Development of a Construction Memo documenting the liner installation activities of the Soccer Field and results of the inspections of the BMPs.
  - Barr will review the Liner Installer's final submittals upon completion of geomembrane installation to verify all testing was completed and reported correctly.

## Task 7. Project Support

General project support will be provided in the following areas:

- Development of Operations +Maintenance (O+M) Plan for stormwater BMPs, flood basin, and native vegetation. Assumes meetings with City and NMCWD staff, a written and graphic plan to communicate O+M requirements for the site that aligns with city staffing and/or subcontracting.
- Interpretive support. As NMCWD staff determine the intent for interpretation at the park, Barr staff will support calculations, data to inform flood marker elevations, written summaries, or graphics to support this effort.

**Table 1 Proposed project budget**

|    | <b>Task</b>  | <b>Estimated hours</b> | <b>Labor subtotal</b> | <b>Expenses and Subcontractors</b> | <b>Total Estimated Fees</b> |
|----|--|------------------------|-----------------------|------------------------------------|-----------------------------|
| 1. | Soil and groundwater management                                    | 360                    | \$66,700              |                                    | \$66,700                    |
| 2. | Permitting support   | 10                     | \$2,100               |                                    | \$2,100                     |
| 3. | Bidding support and addenda  | 95                     | \$17,700              |                                    | \$17,700                    |
| 4. | Soil gas sampling and design                                       | 111                    | \$18,800              | \$4,645                            | \$23,445                    |
| 5. | Environmental observation, sampling during construction, reporting | 869                    | \$116,160             | \$54,208                           | \$170,368                   |
| 6. | Construction oversight and submittal review                        | 399                    | \$61,180              | \$4,975                            | \$66,155                    |
| 7. | Project support  | 42                     | \$7,725               |                                    | \$7,725                     |
|    | <b>Total</b>   |                        | <b>\$290,365</b>      | <b>\$63,828</b>                    | <b>\$354,193</b>            |

## Assumptions

Construction is assumed to be primarily within seven (7) months of 2026, with planting and restoration potentially extending into 2027.

Thank you for the opportunity to provide a scope of work for this project. Please contact us with questions or if you would like to discuss the proposed scope of work.

Sincerely,

Janna Kieffer  
 Vice President  
 952.832.2785  
 jkieffer@barr.com

Marcy Bean  
 Project Manager  
 952.832.3511  
 mbean@barr.com

March 9, 2026

Proposal 10008343\_001

Nick Amatuccio, PE  
**Bolton & Menk, Inc.**  
10400 Viking Drive Suite 100  
Eden Prairie, MN 55344

Re: Proposal for Construction Materials Testing Services  
Central Park Improvements  
Project No. 24X.135101  
101 16th Avenue Southeast  
Hopkins, Minnesota

Dear Mr. Amatuccio:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide construction materials testing services for Central Park Improvements in Hopkins, Minnesota.

We have completed the geotechnical evaluation and response action/construction contingency plan along with environmental evaluations for this project, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the project's design.

With more than 1,000 employee-owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

## Our Understanding of Project

This is a park improvement project that will include the construction of a restroom facility, a new maintenance shed, play area, and science yard, as well as a new soccer field and two softball fields. This project will include site grading, pavement subgrade preparation, full depth reclamation of existing bituminous and underlying aggregate base, placement of select granular embankment and aggregate base materials, new concrete curb and gutter, sidewalk, pole foundations, signs, and bench footings along with new bituminous pavement for roadway, parking lots and trail. Improvements to the sanitary, storm, and water main utilities will also be part of this project. A stone retaining wall and biofiltration system will also be part of this project.



## Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Bolton & Menk, Inc. & Barr Engineering, dated February 12, 2026.
- Discussions with Nick Amatuccio with Bolton & Menk, Inc., regarding scope of services, required testing, special inspections and testing rates.

## Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

## Inspections and Reporting

Our special inspectors summarize the nature, extent and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

## Communications

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

## Scope of Services – Construction Materials Testing & Special Inspections

Services are performed under the direction of a licensed professional engineer. Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.



## Soil Related Services

- Measure the in-place dry density, moisture content and relative compaction of fill placed for pavement, structure and utility support, and of utility trench backfill for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test clean sand (fine filter aggregate), biofiltration soil sand, coarse filter aggregate, retaining wall backfill, full depth reclamation and aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of aggregate base material.
- Perform MnDOT dynamic cone penetrometer (DCP) tests on aggregate base material.

## Concrete Related Services

- Observe concrete reinforcement placement for concrete placements requiring special inspections.
- Observe the general placement of bolts and other embeds in the plastic concrete for concrete placements requiring special inspections.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grade, exterior sidewalks, curb and gutter, pole foundations, signs, and bench footings. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents. A set of three cylinders will be tested at 28 days for each set cast for general concrete. A set of four standard cure cylinders, with two cylinders tested at 7 days and two cylinders tested at 28 days, and four field cure cylinders with two cylinders tested at 7 days and two cylinders tested at 28 days will be cast for structural components. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.
- Observe the installation of post-installed anchors on a periodic basis for structural components requiring special inspections.

## Bituminous Related Services

- Sample and test bituminous pavement materials for compliance with the project documents. This task includes Rice specific gravity, Gyrotory density, fine aggregate angularity, percent crushed, asphalt content and extracted aggregate gradation tests of the bituminous.
- Obtain cores and measure the thickness and density of the compacted bituminous pavement by the core method for compliance with the project documents. We assume the bituminous contractor will cut the cores.



## **Structural Masonry Related Services**

- Observe the structural masonry construction and grouting operation on a periodic basis.
- Perform structural masonry grout testing and structural masonry unit testing.

## **Structural Steel Related Services**

- Observe the structural steel welded and bolted connections in the field.
- Observe the metal decking connections for orientation, sidelap fasteners, and the hold down connections.

## **Helical Related Services**

- Observe installation of helical piles on a continual basis during installation.
- Document depth, torque and time of helical piles installation.
- Prepare helical foundations summary sheets and a final report.

## **Consulting, Project Communication and Reporting Services**

- Project management, including scheduling of our field personnel.
- Review test reports and communicate with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

## **Basis of Scope of Work**

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take 33 trips to complete the nuclear density gauge testing on this project.
- We assume compaction testing on aggregate base and retaining wall pad materials will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of three tests will be conducted each trip with five trips assumed.
- We assume 56 sets of concrete tests will be required to complete the project.
- We assume inspection of the reinforcement associated with structural concrete for the bathroom structure and maintenance shed will be performed prior to testing of the concrete.
- The masonry construction will require inspections to be completed every time grout is placed. Grout will be placed with high lift grout techniques.



- We assume three sets of masonry tests will be required to complete the project.
- We assume the helical piles will be placed at an average of seven piles per day and require five days to complete. We have assumed that observations will be required on a full-time basis.
- We assume it will take two trips to complete test pile observations on this project.
- We understand the rebar observations before general concrete placements will be completed by the project representative's construction oversight manager for non-special inspection placements.
- We assume the structural steel fabricator will be AISC certified and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- We understand your full-time on-site construction observer will observe the test rolling for this project.
- We assume bituminous paving will be completed in four days for this project.
- We understand that Barr Engineering will be performing environmental testing and observations required for this project.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

## Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$86,841**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction



schedule outside our normal business hours will be invoiced using an overtime rate factor. The factor for services provided **outside** our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.



## General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We will provide our services under the terms of the Subconsultant Master Agreement for Professional Services dated January 8, 2025. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Colin Keane at 612.704.2674 ([ckeane@braunintertec.com](mailto:ckeane@braunintertec.com)).

Sincerely,

**Braun Intertec Corporation**

Colin M. Keane  
Staff Engineer

John P. Rutherford  
Senior Project Manager

Kevin S. Zalec, PE  
Senior Manager, Senior Engineer

The proposal is accepted, and Braun Intertec is authorized to proceed.

\_\_\_\_\_  
Authorizer's Firm

\_\_\_\_\_  
Authorizer's Signature

\_\_\_\_\_  
Authorizer's Name (please print or type)

\_\_\_\_\_  
Authorizer's Title

\_\_\_\_\_  
Date

Attachment:  
Cost Estimate Table



## Fee Estimate

### 10008343\_001

### City of Hopkins - Central Park Improvements

**Client:**  
 Bolton & Menk, Inc.  
 Nick Amatuccio  
 10400 Viking Drive Suite 100  
 Eden Prairie, MN 55344

**Work Site Address:**  
 101 16th Avenue Southeast  
 Hopkins, Minnesota 55343  
 BMI Project #24X.135101

|   | Qty/Hours | Rate   | Amount             |
|---|-----------|--------|--------------------|
| <b>Task 1: City of Hopkins - Central Park Improvements</b>            |           |        |                    |
| <b>Subtask 1.1: Laboratory Testing</b>                                |           |        | <b>\$20,590.00</b> |
| Soil Proctor MD Relationship (Standard) each                          | 18.00     | 216.00 | \$3,888.00         |
| Soil Sieve Analysis with 200 wash, each                               | 10.00     | 168.00 | \$1,680.00         |
| <i>Full Depth Reclamation</i> 2 Ea @ 1 Qty                            | 2.00      |        |                    |
| <i>CL-5 Aggregate Base</i> 3 Ea @ 1 Qty                               | 3.00      |        |                    |
| <i>Clean Sand - Fine Filter Aggregate</i> 1 Ea @ 1 Qty                | 1.00      |        |                    |
| <i>Biofiltration Soil - Concrete Sand</i> 1 Ea @ 1 Qty                | 1.00      |        |                    |
| <i>Select Granular Borrow</i> 1 Ea @ 1 Qty                            | 1.00      |        |                    |
| <i>Coarse Filter Aggregate</i> 1 Ea @ 1 Qty                           | 1.00      |        |                    |
| <i>Stone Retaining Wall Backfill</i> 1 Ea @ 1 Qty                     | 1.00      |        |                    |
| Asphalt Content of Aggregate Base each                                | 1.00      | 176.00 | \$176.00           |
| Soil Topsoil Testing with Nutrients each                              | 2.00      | 445.00 | \$890.00           |
| <i>Prescribed Topsoil - Soccer Field</i> 1 Ea @ 1 Qty                 | 1.00      |        |                    |
| <i>Biofiltration Soil - Topsoil</i> 1 Ea @ 1 Qty                      | 1.00      |        |                    |
| Concrete Compressive Strength Cylinders each                          | 201.00    | 42.00  | \$8,442.00         |
| <i>Curb and Gutter</i> 7 Sets @ 3 Qty                                 | 21.00     |        |                    |
| <i>Flatwork - Sidewalk &amp; Pavement</i> 19 Sets @ 3 Qty             | 57.00     |        |                    |
| <i>Splash Block</i> 4 Sets @ 3 Qty                                    | 12.00     |        |                    |
| <i>Pole Foundations (Light, Fence &amp; Foul)</i> 9 Sets @ 3 Qty      | 27.00     |        |                    |
| <i>Park Signs</i> 2 Sets @ 3 Qty                                      | 6.00      |        |                    |
| <i>CIP Soccer Field Wall</i> 1 Sets @ 3 Qty                           | 3.00      |        |                    |
| <i>Maintenance Strip &amp; Edge Restraint</i> 3 Sets @ 3 Qty          | 9.00      |        |                    |
| <i>Bench Footings / Slabs</i> 6 Sets @ 3 Qty                          | 18.00     |        |                    |
| <i>Grade Beams - Restroom</i> 1 Sets @ 8 Qty                          | 8.00      |        |                    |
| <i>Mat Slab Foundation - Restroom</i> 1 Sets @ 8 Qty                  | 8.00      |        |                    |
| <i>Stoop - Restroom</i> 1 Sets @ 8 Qty                                | 8.00      |        |                    |
| <i>Slab on Grade - Restroom &amp; Maintenance Shed</i> 2 Sets @ 8 Qty | 16.00     |        |                    |
| Masonry Physical Measurements and Absorption each                     | 3.00      | 97.00  | \$291.00           |
| Masonry Grout Compressive strength each                               | 12.00     | 84.00  | \$1,008.00         |
| <i>Bathroom Facility Masonry Block</i> 3 Set @ 4 Qty                  | 12.00     |        |                    |
| MnDOT Asphalt Verification, per sample                                | 4.00      | 810.00 | \$3,240.00         |
| Asphalt Thickness and Density of Core each                            | 12.00     | 64.00  | \$768.00           |
| Masonry Compressive Block each  | 3.00      | 69.00  | \$207.00           |
| <b>Subtask 1.2: Soils Testing &amp; Special Inspections</b>           |           |        | <b>\$16,157.00</b> |
| Soil Compaction Testing - Nuclear Density Testing                     | 82.50     | 102.00 | \$8,415.00         |
| <i>Subgrade Preparation (Roadway)</i> 2 Trips @ 2.5 Hr                | 5.00      |        |                    |
| <i>Subgrade Preparation (Sidewalk/Trail)</i> 2 Trips @ 2.5 Hr         | 5.00      |        |                    |
| <i>Select Granular Borrow</i> 1 Trip @ 2.5 Hr                         | 2.50      |        |                    |
| <i>Utility Backfill - Storm, Sanit &amp; WM</i> 10 Trips @ 2.5 Hr     | 25.00     |        |                    |
| <i>Decomposed Granite Surfacing</i> 1 Trip @ 2.5 Hr                   | 2.50      |        |                    |
| <i>Decomposed Granite Surfacing Sub-base</i> 1 Trip @ 2.5 Hr          | 2.50      |        |                    |
| <i>Stone Retaining Wall Subgrade</i> 1 Trip @ 2.5 Hr                  | 2.50      |        |                    |
| <i>Stone Retaining Wall Backfill</i> 1 Trip @ 2.5 Hr                  | 2.50      |        |                    |

|  |                   | Qty/Hours | Rate   | Amount             |
|--|-------------------|-----------|--------|--------------------|
| Geomembrane Anchor Trench  | 2 Trips @ 2.5 Hr  | 5.00      |        |                    |
| Site Grading   | 10 Trips @ 2.5 Hr | 25.00     |        |                    |
| Building Pad   | 2 Trips @ 2.5 Hr  | 5.00      |        |                    |
| Soil Compaction Testing - DCP Testing                            |                   | 15.00     | 102.00 | \$1,530.00         |
| CL-5 Aggregate Base (Roadway)                                    | 2 Trips @ 3 Hr    | 6.00      |        |                    |
| CL-5 Aggregate Base (Sidewalk)                                   | 2 Trips @ 3 Hr    | 6.00      |        |                    |
| CL-5 Stone Retaining Wall Pad                                    | 1 Trip @ 3 Hr     | 3.00      |        |                    |
| Soil Sample pick-up  |                   | 11.00     | 102.00 | \$1,122.00         |
| Sample Pickup  | 11 Trips @ 1 Hr   | 11.00     |        |                    |
| Nuclear moisture-density meter charge, per hour                  |                   | 82.50     | 32.00  | \$2,640.00         |
| Trip Charge  |                   | 49.00     | 50.00  | \$2,450.00         |
| <b>Subtask 1.3: Concrete Testing &amp; Special Inspections</b>   |                   |           |        | <b>\$23,066.00</b> |
| Concrete Testing   |                   | 140.00    | 102.00 | \$14,280.00        |
| Curb and Gutter  | 7 Trips @ 2.5 Hr  | 17.50     |        |                    |
| Flatwork - Sidewalk & Pavement                                   | 19 Trips @ 2.5 Hr | 47.50     |        |                    |
| Splash Block   | 4 Trips @ 2.5 Hr  | 10.00     |        |                    |
| Pole Foundations (Light, Fence & Foul)                           | 9 Trips @ 2.5 Hr  | 22.50     |        |                    |
| Park Signs   | 2 Trips @ 2.5 Hr  | 5.00      |        |                    |
| CIP Soccer Field Wall  | 1 Trip @ 2.5 Hr   | 2.50      |        |                    |
| Maintenance Strip & Edge Restraint                               | 3 Trips @ 2.5 Hr  | 7.50      |        |                    |
| Bench Footings / Slabs   | 6 Trips @ 2.5 Hr  | 15.00     |        |                    |
| Grade Beams - Restroom   | 1 Trip @ 2.5 Hr   | 2.50      |        |                    |
| Mat Slab Foundation - Restroom                                   | 1 Trip @ 2.5 Hr   | 2.50      |        |                    |
| Stoop - Restroom   | 1 Trip @ 2.5 Hr   | 2.50      |        |                    |
| Slab on Grade - Restroom & Maintenance Shed                      | 2 Trips @ 2.5 Hr  | 5.00      |        |                    |
| Concrete Cylinder Pick Up  |                   | 28.00     | 102.00 | \$2,856.00         |
| Cylinder Pickup  | 28 Trips @ 1 Hr   | 28.00     |        |                    |
| Concrete Observations  |                   | 11.50     | 120.00 | \$1,380.00         |
| Grade Beams - Restroom   | 1 Trip @ 1.5 Hr   | 1.50      |        |                    |
| Mat Slab Foundation - Restroom                                   | 1 Trip @ 1.5 Hr   | 1.50      |        |                    |
| Stoop - Restroom   | 1 Trip @ 1.5 Hr   | 1.50      |        |                    |
| Slab on Grade - Restroom & Maintenance Shed                      | 2 Trips @ 1.5 Hr  | 3.00      |        |                    |
| Epoxy Anchor Observations  | 2 Trips @ 2 Hr    | 4.00      |        |                    |
| Trip Charge  |                   | 91.00     | 50.00  | \$4,550.00         |
| <b>Subtask 1.4: Bituminous Testing</b>                           |                   |           |        | <b>\$2,114.00</b>  |
| Soil Sample pick-up  |                   | 6.00      | 102.00 | \$612.00           |
| SPWEA240C  | 3 Trips @ 1.5 Hr  | 4.50      |        |                    |
| SPWEA240B  | 1 Trip @ 1.5 Hr   | 1.50      |        |                    |
| Bituminous Coring  |                   | 9.00      | 128.00 | \$1,152.00         |
| Mark & Observe Bituminous Cores                                  | 3 Trips @ 3 Hr    | 9.00      |        |                    |
| Trip Charge  |                   | 7.00      | 50.00  | \$350.00           |
| <b>Subtask 1.5: Masonry Testing &amp; Special Inspections</b>    |                   |           |        | <b>\$1,866.00</b>  |
| Masonry Observations   |                   | 10.50     | 120.00 | \$1,260.00         |
| Bathroom Facility Masonry Testing                                | 3 Trips @ 3.5 Hr  | 10.50     |        |                    |
| Masonry Sample Pick up   |                   | 3.00      | 102.00 | \$306.00           |
| Masonry Sample Pickup  | 3 Trips @ 1 Hr    | 3.00      |        |                    |
| Trip Charge  |                   | 6.00      | 50.00  | \$300.00           |
| <b>Subtask 1.6: Steel Observations &amp; Special Inspections</b> |                   |           |        | <b>\$2,404.00</b>  |
| Special Inspector Steel  |                   | 18.00     | 128.00 | \$2,304.00         |
| Steel Special Inspection Observations                            | 2 Trips @ 4 Hr    | 8.00      |        |                    |
| Trip Charge  |                   | 2.00      | 50.00  | \$100.00           |
| <b>Subtask 1.7: Deep Foundations Observations</b>                |                   |           |        | <b>\$7,310.00</b>  |
| Deep Foundations Observations                                    |                   | 50.00     | 120.00 | \$6,000.00         |
| Helical Pile Observations  | 5 Trips @ 8 Hr    | 40.00     |        |                    |
| Load Tests   | 2 Trips @ 5 Hr    | 10.00     |        |                    |
| Project Engineer   |                   | 5.00      | 192.00 | \$960.00           |

|  | <b>Qty/Hours</b> | <b>Rate</b> | <b>Amount</b>      |
|--|------------------|-------------|--------------------|
| Trip Charge                            | 7.00             | 50.00       | \$350.00           |
| <b>Subtask 1.8: Project Management</b> |                  |             | <b>\$13,334.00</b> |
| Project Manager                        | 44.00            | 186.00      | \$8,184.00         |
| Senior Project Manager                 | 11.00            | 218.00      | \$2,398.00         |
| Project Assistant                      | 22.00            | 102.00      | \$2,244.00         |
| Principal Engineer                     | 2.00             | 254.00      | \$508.00           |
| <b>Task 1 Total:</b>                   |                  |             | <b>\$86,841.00</b> |
| <b>Project Total</b>                   |                  |             | <b>\$86,841.00</b> |

January 13, 2026

Project B2507850

Nick Amatuccio, PE  
**Bolton & Menk**  
 10400 Viking Drive  
 Eden Prairie, MN 55344

Re: Change Order 1  
 Hopkins Central Park  
 1100 Excelsior Boulevard  
 Hopkins, Minnesota

Dear Mr. Amatuccio:

Braun Intertec Corporation (Braun Intertec) submits Change Order 1 to complete 5 additional borings to nominal depths of 50-feet. These borings are to provide information regarding the design of helical piles for support of field light poles and a restroom structure for the Hopkins Central Park project in Hopkins, Minnesota. These additional borings will be utilized in addition to the information collected from drilling performed under both this project and previous borings completed under Braun Intertec project number B2408367. Previous boring depths ranged from 14 1/2 feet to 31 feet below the ground surface providing information regarding highly variable fill (ranging from 12 to 19 1/2 feet), organic layers, and debris which were all underlain by glacial or alluvial soils. This Change Order amends the agreement between the parties dated July 29, 2025, related to the above-referenced Project (“Agreement”) in the manner set forth below.

## Fees

Authorization of this Change Order will affect the overall project budget as shown in [Table 1](#) below.

**Table 1. Project Budget Summary**

| Description   | Amount           |
|---|------------------|
| <b>Current Authorized Contract Amount</b>               | <b>\$ 15,560</b> |
| <b>Change Order 1</b>                                   |                  |
| <i>Site Layout - Staking - Utility Clearance - CADD</i> | \$ 875           |
| <i>Drilling Services</i>                                | \$ 8,753         |
| <i>Geotechnical Soil Tests</i>                          | \$ 1,525         |
| <i>Evaluation/Analysis/Reports</i>                      | \$ 3,800         |
| <b>Requested Change Order 1 Total</b>                   | <b>\$ 14,953</b> |
| <b>Revised Budget Total</b>                             | <b>\$ 30,513</b> |

**DETAILED WORK PLAN & ESTIMATE OF PROJECT FEES**  
**ESTIMATED PERSON-HOURS & FEES**  
**CENTRAL PARK IMPROVEMENTS: CONSTRUCTION SERVICES**  
**CITY OF HOPKINS, MINNESOTA**

3/10/2026

| CLIENT: CITY OF HOPKINS, MINNESOTA<br>PROJECT: CENTRAL PARK IMPROVEMENTS<br>CONSULTANT: BOLTON & MENK, INC. |   | ESTIMATED HOURLY BASED PERSON-HOURS & FEE |                 |                            |                      |                       |                     |                       |           |                     |                  |                          |                   |                   |            |                  |                       |                      |
|---|---|---|-----------------|----------------------------|----------------------|-----------------------|---------------------|-----------------------|-----------|---------------------|------------------|--------------------------|-------------------|-------------------|------------|------------------|-----------------------|----------------------|
| Task No.  | Work Task Description   | Principal-in-Charge                       | Project Manager | Senior Landscape Architect | Construction Manager | Construction Observer | Landscape Architect | Irrigation Specialist | Architect | Structural Engineer | Comm. Specialist | Principal Survey Manager | Survey Technician | Survey Crew Chief | Clerical   | Barr Engineering | Total Estimated Hours | Total Estimated Cost |
|   | <b>CONSTRUCTION SERVICES</b>  |   |                 |                            |                      |                       |                     |                       |           |                     |                  |                          |                   |                   |            |                  |                       |                      |
| 1.0   | Construction Phase Startup (Precon, Resident Coordination, Contractor Coordination, etc.) | 12  | 48              | 40                         | 96                   |                       | 16                  | 8                     | 16        | 16                  | 40               |                          |                   |                   | 16         |                  | 308                   | \$56,472             |
| 2.0   | Construction Contract Administration - 2026 (30 weeks @ 10 hrs/week)                      | 60  | 300             |                            |                      |                       |                     | 8                     | 12        | 12                  | 90               |                          |                   |                   | 160        |                  | 642                   | \$116,750            |
| 3.0   | Construction Contract Administration - Spring 2027 (8 weeks @ 5 hrs/week)                 | 10  | 40              |                            |                      |                       |                     | 4                     | 4         | 4                   | 20               |                          |                   |                   | 24         |                  | 106                   | \$18,820             |
| 4.0   | Construction Observation - 2026 (Lead Observer - 30 weeks @ 30 hrs/week)                  |   |                 | 40                         | 516                  | 900                   | 180                 |                       | 4         |                     |                  |                          |                   |                   |            |                  | 1640                  | \$240,360            |
| 5.0   | Construction Observation - Spring 2027 (Lead Observer - 8 weeks @ 15 hrs/week)            |   |                 |                            | 120                  |                       | 80                  |                       | 4         |                     |                  |                          |                   |                   |            |                  | 204                   | \$34,920             |
| 6.0   | Environmental Observation, Sampling, Reporting, and Management                            |   |                 |                            |                      |                       |                     |                       |           |                     |                  |                          |                   |                   |            | 1886             | 1886                  | \$389,612            |
| 7.0   | Construction Materials Testing and Additional Soil Borings (Braun Intertec)               |   |                 |                            |                      |                       |                     |                       |           |                     |                  |                          |                   |                   |            |                  | N/A                   | \$111,973            |
| 8.0   | Construction Staking  |   |                 |                            |                      |                       |                     |                       |           |                     |                  | 70                       | 160               | 525               |            |                  | 755                   | \$152,375            |
| 9.0   | As-Builts/Record Drawings   |   | 10              |                            | 40                   | 40                    |                     |                       |           |                     |                  | 4                        | 8                 | 32                |            |                  | 134                   | \$23,496             |
| 10.0  | Project Closeout, Punch List  | 12  | 40              | 10                         | 80                   | 40                    | 30                  |                       |           |                     |                  |                          |                   |                   |            |                  | 212                   | \$37,940             |
| <b>TOTAL HOURS</b>  |   | <b>94</b>                                 | <b>438</b>      | <b>90</b>                  | <b>852</b>           | <b>980</b>            | <b>306</b>          | <b>20</b>             | <b>40</b> | <b>32</b>           | <b>150</b>       | <b>74</b>                | <b>168</b>        | <b>557</b>        | <b>200</b> | <b>1886</b>      | <b>5887</b>           | <b>\$1,182,718</b>   |