

AGENDA  
CITY OF CROSSLAKE  
SPECIAL COUNCIL MEETING  
TUESDAY, SEPTEMBER 24, 2019  
4:00 P.M. – CITY HALL

1. Call to Order
2. Resolution Approving Plans and Specifications and Ordering Advertisement for Bids (Motion)
3. Resolution Accepting Bid (Motion)
4. Resolution Declaring Cost to be Assessed, and Ordering Preparation of Proposed Assessment (Motion)
5. Resolution for Hearing on Proposed Assessment (Motion)
6. Proposal from WSN for Design and Construction Services for Daggett Bay Road Improvements (Motion)
7. Proposal from WSN for Design and Construction Services for Perkins Road and Trail Improvements (Motion)
8. Resolution Approving County Project Within Municipal Corporate Limits (Motion)
9. Quote from Frontier Precision for GPS Equipment (Motion)
10. Bill for Approval
11. Adjourn

**CITY OF CROSSLAKE  
RESOLUTION NO. 19-\_\_\_\_\_**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING  
ADVERTISEMENT FOR BIDS**

WHEREAS, pursuant to a resolution passed by the council September 9, 2019, the city engineer has prepared plans and specifications for extending sanitary sewer and improving Daggett Bay Road and a portion of Brook Street between CSAH 66 and Brook Street and a portion of Brook Street north and south of the intersection with Daggett Bay Road and has presented such plans and specifications to the council for approval;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CROSSLAKE, MINNESOTA:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City has selected a contractor who has been qualified by Sourcewell as a competitive low bidder. As such, the City will forego any further statutory requirements regarding the bidding process.

Adopted by the City Council this 24<sup>th</sup> day of September 2019.

\_\_\_\_\_  
David Nevin, Mayor

\_\_\_\_\_  
Charlene Nelson, City Clerk

# DAGGETT BAY ROAD SANITARY SEWER EXTENSION

## CROSSLAKE, MN



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C07.01	SITE PLAN
C08.01	EROSION CONTROL PLAN
C09.01	DAGGETT BAY ROAD - 0+00.00 to 5+65.00
C09.02	DAGGETT BAY ROAD - 5+65.00 to 9+05.03
C10.01	CROSS SECTIONS
C10.02	CROSS SECTIONS
C10.03	CROSS SECTIONS
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C10.06	CROSS SECTIONS

THIS PLAN CONTAINS 17 SHEETS

GOVERNING SPECIFICATIONS	
THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE 2014 EDITION OF THE "MATERIALS LAB SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.	

CITY OFFICALS			
MAYOR:	DAVID NEVIN	CITY ADMINISTRATOR:	MIKE LYONAI
CITY COUNCIL:	JOHN ANDREWS DAVE SCHRUPP GARY HEACOX AARON HERZOG	PUBLIC WORKS DIRECTOR:	TED STRAND
		CITY CLERK:	CHARLENE NELSON



WIDSETH SMITH NOLTING  
ENGINEERING, ARCHITECTURE, SURVEYING, ENVIRONMENTAL  
DAVID S. REESE  
DATE: 09/17/19  
LIC. NO. 2432

DATE	REVISION	DESCRIPTION	BY

DATE:	SEPTEMBER 2019
SCALE:	AS SHOWN
DRAWN BY:	JWR
CHECKED BY:	DSR
JOB NUMBER:	0107B0162.000

DAGGETT BAY ROAD SANITARY SEWER EXTENSION  
CITY OF CROSSLAKE  
CROSSLAKE, MN  
TITLE SHEET



STATEMENT OF ESTIMATED QUANTITIES								
ITEM NO.	NOTES	SPEC. NO.	ITEM DESCRIPTION	UNIT	DAGGET BAY ROAD	BROOK STREET	NORWAY TRAIL	PROJECT TOTAL
1		2021.501	MOBILIZATION	LUMP SUM	0.70	0.20	0.10	1
2		2101.505	CLEARING	ACRE	0.10	0.00	0.00	0.10
3		2101.505	GRUBBING	ACRE	0.10	0.00	0.00	0.10
4	1	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	91	35	0	126
5	1	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	52	0	0	52
6		2104.503	REMOVE CULVERT	LIN FT	86	0	0	86
7		2104.504	REMOVE CONCRETE PAVEMENT (FULL DEPTH)	SQ YD	85	0	0	85
8		2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	2466	56	0	2522
9		2105.507	COMMON EXCAVATION	CU YD	393	72	23	488
10	3	2105.601	DEWATERING	LUMP SUM	1	0	0	1
11		2123.510	COMMON LABORERS	HOURL	10	0	0	10
12		2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	10	0	0	10
13		2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	TON	650	155	35	840
14		2360.509	TYPE SPWEB240C WEARING COURSE MIXTURE	TON	377	90	20	487
15		2501.502	8" C.S. PIPE APRON	EACH	2	0	0	2
16		2501.503	12" C.S. PIPE CULVERT	LIN FT	24	0	0	24
17		2501.502	12" C.S. PIPE APRON	EACH	4	0	0	4
18		2501.503	12" C.S. PIPE CULVERT	LIN FT	42	0	50	92
19		2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	0	0	1
20		2053.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	1	0	0	1
21		2503.603	8" PVC SEWER PIPE (SDR 26)	LIN FT	832	100	50	982
22		2503.602	8" X 4" PVC WYE	EACH	6	2	0	8
23	2	2506.502	CASTING ASSEMBLY	EACH	3	0	0	3
24		2506.503	MANHOLE EXCESS DEPTH	LIN FT	7.97	1.91	0.00	9.88
25		2506.503	4" PVC SERVICE PIPE (SCH 40)	LIN FT	234	70		304
26		2506.603	SANITARY SEWER MANHOLE, MnDOT DESIGN 4007C	EACH	3	0	0	3
27		2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	30	0	0	30
28		2563.601	TRAFFIC CONTROL	LUMP SUM	0.70	0.20	0.10	1
29		2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	0.70	0.20	0.10	1
30		2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00	2.00	0.00	3
31		2573.503	SILT FENCE; TYPE MS	LIN FT	1786	629	60	2475
32		2574.507	SCREENED TOPSOIL BORROW (LV)	CU YD	143	27	9	179
33		2574.508	FERTILIZER TYPE 3	POUND	71	13	4	88
34		2574.504	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	219	0	59	278
35		2575.505	SEEDING	ACRE	0.35	0.07	0.02	0.44
36		2575.508	SEED MIXTURE 22-121	POUND	71	13	4	88
37		2575.508	SEED MIXTURE 25-151	POUND	71	13	4	88
38		2575.508	HYDRAULIC TYPE BONDED FIBER MATRIX	POUND	1610	322	92	2024

(CV) = COMPACTED VOLUME

(LV) = LOOSE VOLUME

(P) = PLANNED QUANTITY

NOTES:

1. SAW CUT (FULL DEPTH PRIOR TO REMOVAL.
2. COVER CASTING SHALL BE A SOLID COVER, NON-VENTED WITH RECESSED PICK HOLES.
3. ROCK BEDDING, IF NEEDED, IS INCIDENTAL.

STANDARD PLATES	
THE FOLLOWING STANDARD PLATES, APPROVED BY THE DEPARTMENT OF TRANSPORTATION & THE FEDERAL HIGHWAY ADMINISTRATION, SHALL APPLY ON THIS PROJECT	
PLATE NO.	DESCRIPTION
3040F	CORRUGATED METAL PIPE CULVERT (STANDARD 2-2/3" x 1/2" CORRUGATION)
3123J	METAL APRON FOR C.S. PIPE
3124B	METAL APRON CONNECTION
4007C	PRECAST MECHANICAL JOINT SEWER MANHOLE
4101D	RING CASTING FOR MANHOLE OR CATCH BASIN (700-7)
4110F	COVER CASTING FOR MANHOLE
8000I	STANDARD BARRICADES

BASIS OF ESTIMATED QUANTITIES		
BITUMINOUS WEARING COURSE		
BITUMINOUS MIXTURE	=	115 LBS/SQ. YD/INCH THICKNESS
BITUMINOUS TACK COAT	=	0.05 GAL./SQ.YD.
AGGREGATE		
AGGREGATE BASE - CLASS 5	=	110 LBS/SQ. YD/INCH THICKNESS
TURF ESTABLISHMENT		
SEED MIXTURE 25-121	=	200 LBS/ACRE
SEED MIXTURE 25-151	=	200 LBS/ACRE
HYDRAULIC TYPE BONDED FIBER MATRIX	=	4500 LBS/ACRE
FERTILIZER, TYPE 1 (24-12-24)	=	200 LBS/ACRE

**GENERAL UTILITY NOTES:**

- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
- THE ENGINEER HAS MADE AN ATTEMPT TO SHOW ALL PUBLIC UTILITIES WITHIN THE CONSTRUCTION LIMITS OF THIS PROJECT. PUBLIC UTILITIES SHOWN ON THIS PLAN WERE DRAWN USING FIELD SURVEY INFORMATION AND MAPS PROVIDED TO THE ENGINEER BY THE UTILITY COMPANIES AS A RESULT OF A GOPHER STATE ONE CALL DESIGN LOCATE REQUEST. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THESE LOCATIONS PRIOR TO BIDDING AND CONSTRUCTING THE PROJECT.
- UNLESS OTHERWISE NOTED, ALL MATERIALS, CONSTRUCTION TECHNIQUES AND TESTING SHALL CONFORM TO THE 2013 EDITION OF THE "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION, WATERMAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA AND THE "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AS PUBLISHED BY THE MINNESOTA DEPARTMENT OF TRANSPORTATION, 2018 EDITION. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY AND THE MINNESOTA PLUMBING CODE. THE CONTRACTOR SHALL REQUIRE ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE THE RIGHT-OF-WAY.

**UTILITY QUALITY LEVEL DEFINITIONS:**

**UTILITY QUALITY LEVEL A:** PRECISE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED AND SURVEYED UTILITIES) AND SUBSEQUENT MEASUREMENT OF SUB-SURFACE UTILITIES, USUALLY AT A SPECIFIC POINT. MINIMALLY INTRUSIVE EXCAVATION EQUIPMENT IS TYPICALLY USED TO MINIMIZE THE POTENTIAL FOR UTILITY DAMAGE. A PRECISE HORIZONTAL AND VERTICAL LOCATION, AS WELL AS OTHER UTILITY ATTRIBUTES, IS SHOWN ON PLAN DOCUMENTS. ACCURACY IS TYPICALLY SET TO 15-MM VERTICAL AND TO APPLICABLE HORIZONTAL SURVEY AND MAPPING ACCURACY AS DEFINED OR EXPECTED BY THE PROJECT ENGINEER.

**UTILITY QUALITY LEVEL B:** INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QUALITY LEVEL B DATA SHOULD BE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT AND REDUCED ONTO PLAN DOCUMENTS.

**UTILITY QUALITY LEVEL C:** INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION.

**UTILITY QUALITY LEVEL D:** INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.












<b>UTILITY OWNERS</b>	
<b>SANITARY SEWER</b>	
CITY OF CROSSLAKE	218-692-2748
<b>CABLE TV</b>	
CROSSLAKE COMMUNICATIONS	218-821-7672
<b>COMMUNICATIONS</b>	
CROSSLAKE COMMUNICATIONS	218-821-7672
<b>ELECTRIC</b>	
CROW WING POWER	800-778-9140
<b>NATURAL GAS</b>	
XCEL ENERGY	888-968-9235

**GENERAL ROAD GRADING NOTES:**

- EXISTING TOPSOIL SHALL BE SALVAGED, PULVERIZED AND SUBSEQUENTLY PLACED ON DISTURBED AREAS IN ACCORDANCE WITH MNDOT SPECIFICATION 2575.
- SUITABLE MATERIAL SHALL BE DEFINED AS ANY GRANULAR MINERAL SOIL ENCOUNTERED IN THE PROJECT EXCAVATIONS OR BORROW THAT MEETS THE REQUIREMENTS OF MNDOT SPECIFICATION 3149.2B1, GRANULAR BORROW.
- UNSUITABLE MATERIAL SHALL BE DEFINED AS ANY NON-GRANULAR SOILS SUCH AS LOAM, PEAT, MUCK, TOPSOIL, OR OTHER ORGANIC MATERIAL.
- THE GRADING GRADE IS THE BOTTOM OF THE CLASS 5 AGGREGATE BASE.
- IF ANY UNSUITABLE MATERIAL IS ENCOUNTERED IN THE UPPER 4 FEET OF THE GRADING GRADE, IT SHALL BE REMOVED. UNSUITABLE MATERIAL SHALL NOT BE PLACED WITHIN A 1:1.5 SLOPE DRAWN DOWN AND OUTWARD FROM THE INTERSECTION OF THE BOTTOM OF THE GRADING MATERIAL AND THE INSLOPE.









## SURVEY MONUMENTS

	BENCH MARK
	FOUND CIM
	FOUND CPNT.
	FOUND JLM
	FOUND LATH
	FOUND PIPE
	FOUND READING
	STAKED CIM
	STAKED CPNT.
	STAKED JLM
	STAKED PIPE









### EXISTING TOPO SYMBOLS

	AC UNIT
	FENCE POST
	FLAG POLE
	GUARD POST
	GUY ANCHOR
	GUY POLE
	HANDICAP SYMBOL
	MAILBOX
	SHRUB
	SIGN DOUBLE POST
	SIGN SINGLE POST
	TREE CONIFER
	TREE DECIDUOUS
	TREE STUMP
	TV DISH
	WETLAND SYMBOL
	YARD LIGHT



















## EXISTING UTILITY MUNICIPAL SYMBOLS

-  APRON
-  LIFT STATION
-  SANITARY CLEANOUT
-  SANITARY MANHOLE
-  STORM CATCH BASIN
-  STORM INLET










### EXISTING UTILITY MUNICIPAL SYMBOLS (cont.)

	STORM MANHOLE
	WATER CURB STOP
	WATER HANDHOLE
	WATER HYDRANT
	WATER MANHOLE
	WATER METER
	WATER VALVE
	WATER WELL
UTILITY	UTILITY SIZE & TYPE





















### EXISTING UTILITY PRIVATE SYMBOLS

	ELEC GROUND LIGHT
	ELEC HANDHOLE
	ELEC LIGHT POLE
	ELEC MANHOLE
	ELEC METER
	ELEC PEDESTAL
	ELEC POLE
	ELEC SIGNAL
	ELEC TRANSFORMER BOX
	GAS METER
	GAS VALVE
	LP TANK
	TELE HANDHOLE
	TELE MANHOLE
	TELE PEDESTAL
	TELE POLE
	TV HANDHOLE
	TV PEDESTAL

## SOIL BORING SYMBOLS

 LIF	LASER-INDUCED FLUORESCENCE BORING
 LY	LYSIMETER
 MW	MONITOR WELL
 PT	PERC TEST
 PZ	PIEZOMETER
 RW	RECOVERY WELL
 SB	SOIL BORING
 VP	SOIL VAPOR POINT
 VS	VAPOR SURVEY POINT



## PROPOSED UTILITY MUNICIPAL SYMBOLS

	APRON PROPOSED
	SANITARY CLEANOUT PROPOSED
	SANITARY LIFT STATION PROPOSED
	SANITARY LIFT STATION VALVE MANHOLE PROPOSED
	SANITARY MANHOLE PROPOSED
	SANITARY PLUG PROPOSED
	STORM CATCH BASIN PROPOSED
	STORM MANHOLE PROPOSED
	WATER 11 1/4° BEND PROPOSED
	WATER 22 1/2° BEND PROPOSED
	WATER 45° BEND PROPOSED
	WATER 90° BEND PROPOSED
	WATER CAP PROPOSED
	WATER CROSS PROPOSED
	WATER CURB STOP PROPOSED
	WATER HYDRANT PROPOSED
	WATER REDUCER PROPOSED
	WATER SLEEVE PROPOSED
	WATER TEE PROPOSED
	WATER VALVE PROPOSED






## PROPOSED UTILITY PRIVATE SYMBOLS

 ELEC LIGHT POLE PROPOSED

### EROSION CONTROL SYMBOLS

 SURFACE DRAINAGE ARROW  
 STORM DRAIN INLET PROTECTION

## TRAFFIC CONTROL DEVICES & SYMBOLS

	TRAFFIC CONTROL SIGN (1 POST)
	TRAFFIC CONTROL SIGN (2 POST)
	TYPE III BARRICADE
	DRUM CHANNELIZER
	FLASHING ARROW OR MESSAGE BOARD

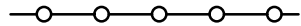
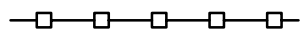
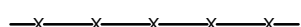







EXISTING TOPOGRAPHIC LINES

	CENTER LINE
	EDGE OF WOODS
	FENCE BARB WIRE
	FENCE CHAIN LINK
	FENCE WOOD
	FORCEMAIN
	OVERHEAD CABLE TV
	OVERHEAD ELECTRIC
	OVERHEAD TELE
	RAILROAD
	RETAINING WALL
	SANITARY SEWER
	SANITARY SEWER SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	UNDERGROUND CABLE TV
	UNDERGROUND ELECTRIC
	UNDERGROUND FIBER OPTIC
	UNDERGROUND GAS
	UNDERGROUND TELE
	WATERMAIN
	WATERMAIN SERVICE
	WETLAND EDGE


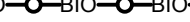


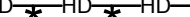


## R/W, LOT &amp; EASEMENTS LINES

.....	BUILDING SETBACK LINE
————	LOT LINE PROPOSED
- - - - -	EASEMENT LINE
- - - - -	EASEMENT LINE PROPOSED
- - - - -	LOT LINE
- O ——— O ———	MNDOT CONTROLLED ACCESS LINE
———— - - - ———	RIGHT OF WAY EXISTING
———— - - - ———	RIGHT OF WAY PROPOSED


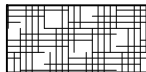
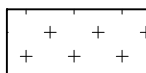


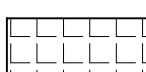


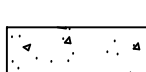
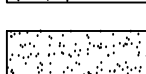
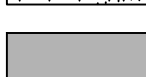
PROPOSED CONSTRUCTION LINES

	FENCE CHAIN LINK PROPOSED
	FENCE WOOD PROPOSED
	FENCE BARB WIRE PROPOSED
	FORCEMAIN PROPOSED
	SANITARY SEWER PROPOSED
	SANITARY SERVICE PROPOSED
	STORM SEWER PROPOSED
	STORM SEWER DRAIN TILE PROPOSED
	WATERMAIN PROPOSED
	WATERMAIN SERVICE PROPOSED


### EROSION CONTROL LINES


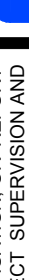
	BALE CHECK
	BIO ROLL
	SILT FENCE
	SILT FENCE TYPE HEAVY DUTY
	SILT FENCE TYPE MACHINE SLICED
	SILT FENCE TYPE PREASSEMBLED
	FLOTATION SILTS CURTAIN

### HATCH PATTERN AND SHADING LEGEND

	RANDOM RIPRAP
	SOD
	SEED
	HYDRAULIC STABILIZER
	EROSION CONTROL BLANKET
	TEMP. ROCK CONSTRUCTION ENTRANCE
	BUILDING WALL HATCH
	BITUMINOUS SURFACE
	CONCRETE SURFACE
	GRAVEL SURFACE
	EASEMENT PATTERN

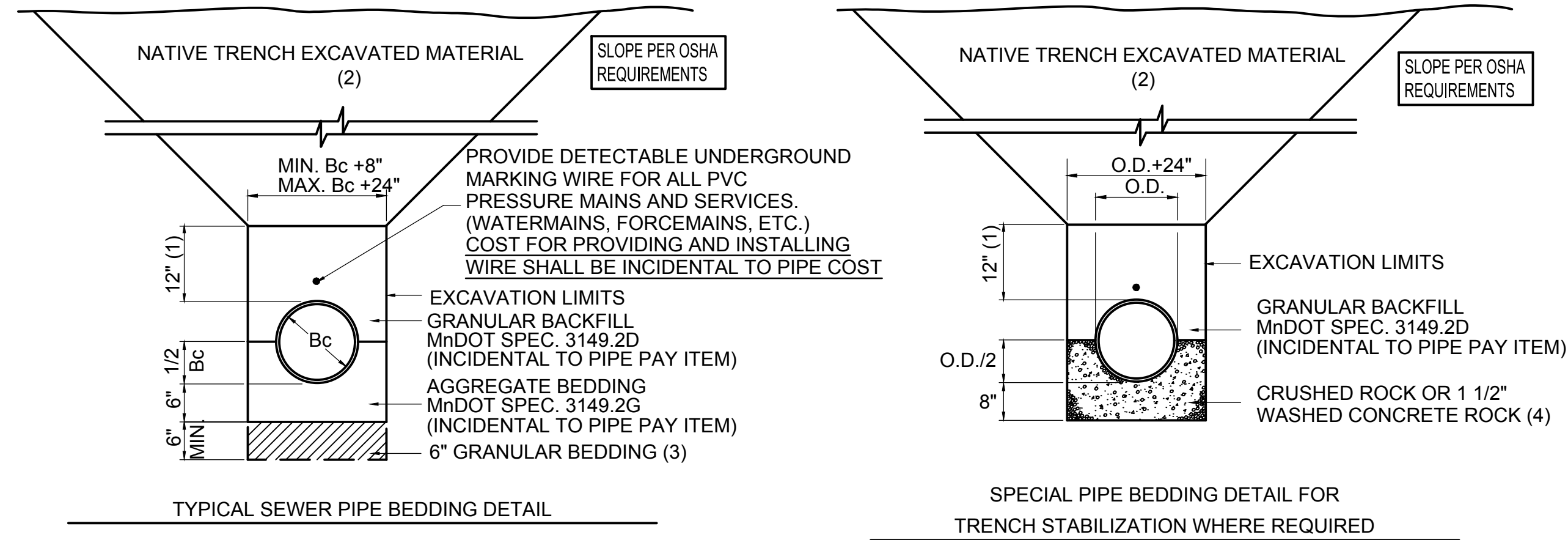
## DOCUMENTATION SYMBOLS

 SECTION ARROW -  
SECTION NUMBER TOP;  
PAGE OF SECTION BOTTOM

DAGGETT BAY ROAD SANITARY SEWER EXTENSION CITY OF CROSSLAKE CROSSLAKE, MN				DATE: SEPTEMBER 2019 SCALE: AS SHOWN DRAWN BY: JWR CHECKED BY: DSR		DATE: _____ BY: _____ _____ _____ _____		REVISIONS DESCRIPTION		I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	
SHEET NO. C03.01				JOB NUMBER: 010780162 000		DATE: 09/17/19		LIC. NO. 23432		 <b>WIDSETH SMITH NOLTING</b> Engineering   Architecture   Surveying   Environmental	
CIVIL PLAN LEGEND						 DAVID S. REESE					

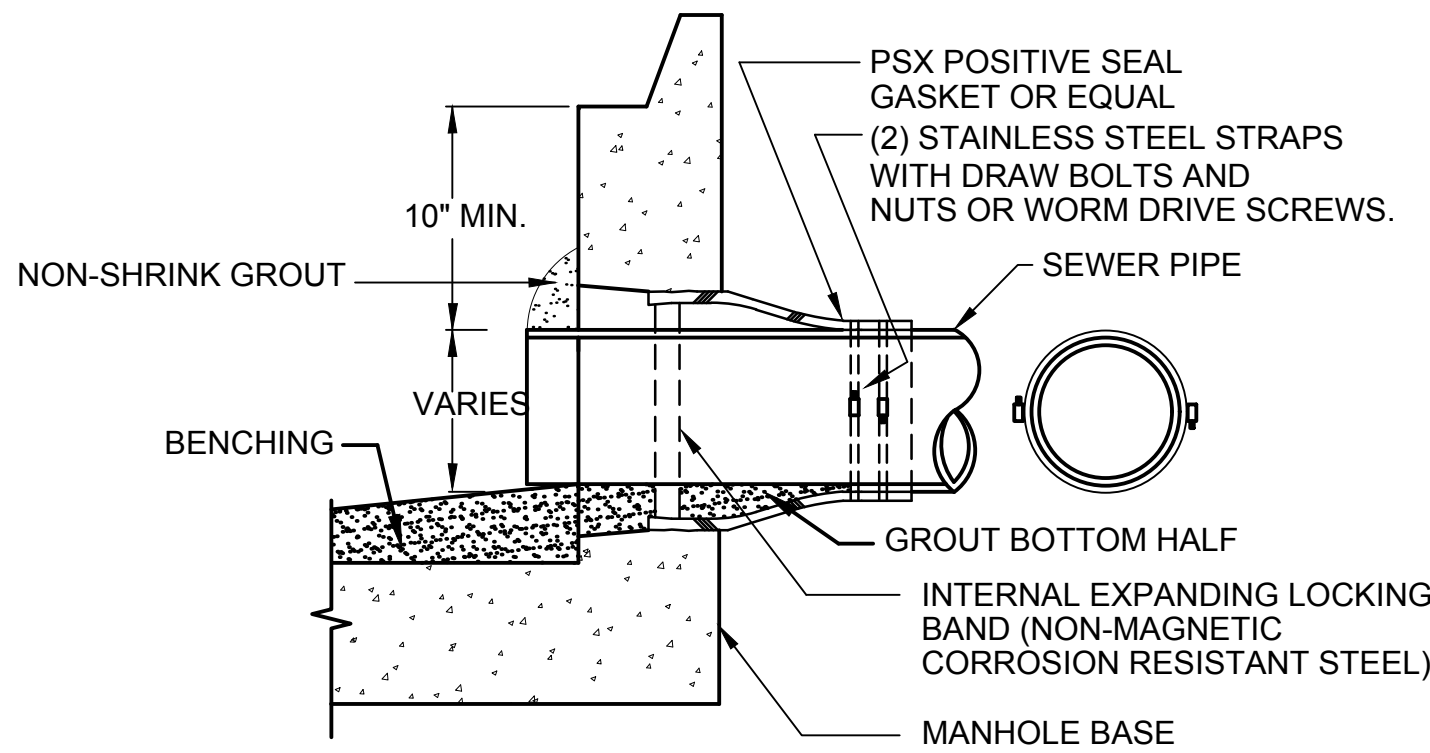
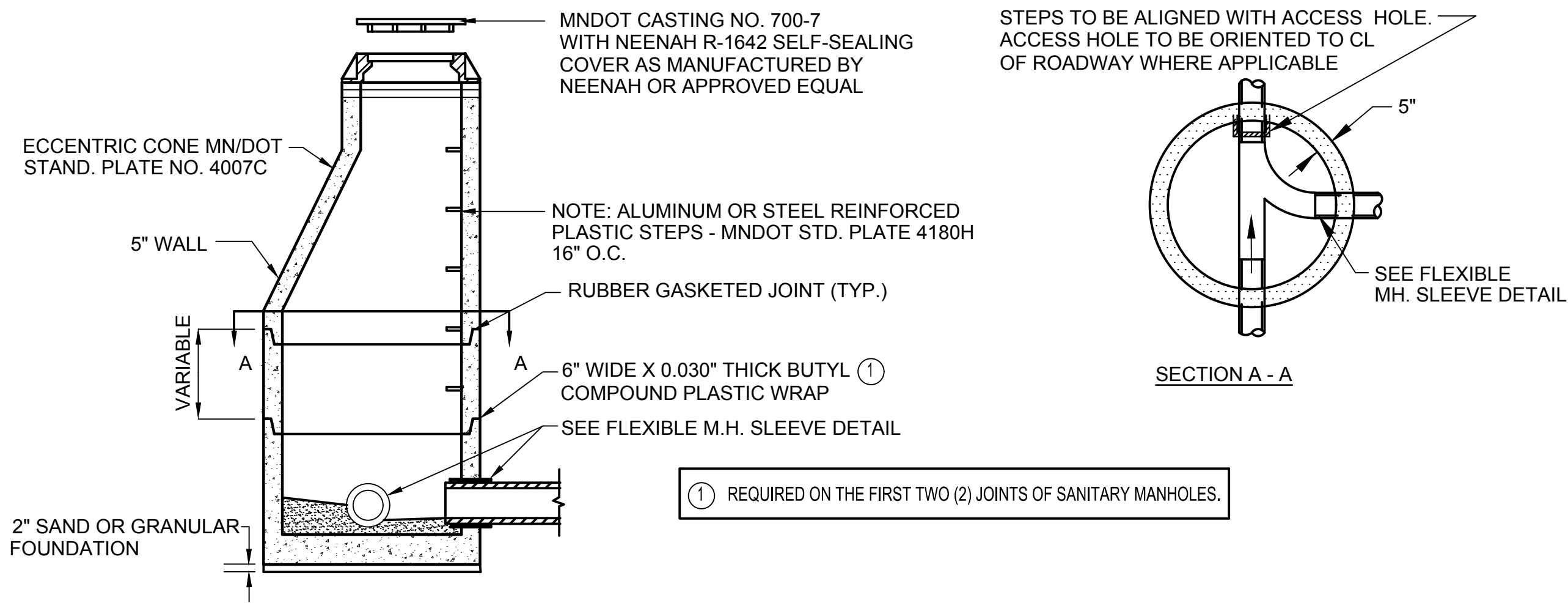






- NOTES:
- IF THIS DIMENSION DECREASES, THE BEDDING CONDITIONS WILL CHANGE. A HIGHER LEVEL BEDDING CONDITION SHALL BE SOLELY AT THE CONTRACTOR'S EXPENSE.
  - IN AREAS WHERE EXISTING MATERIAL IS NOT SUITABLE AS BACKFILL, THE ENGINEER MAY DIRECT THE PLACEMENT OF GRANULAR BACKFILL. (INCIDENTAL)
  - FOR ROCK OR OTHER INCOMPRESSIBLE MATERIALS, THE TRENCH SHOULD BE OVER-EXCAVATED A MINIMUM OF 6" AND REFILLED WITH GRANULAR MATERIAL. (INCIDENTAL)
  - THIS PROCEDURE IS NOT INTENDED TO REPLACE DEWATERING SYSTEMS IN WET CONDITIONS AND MUST BE APPROVED BY THE ENGINEER.

**SANITARY SEWER BEDDING DETAIL**  
NO SCALE



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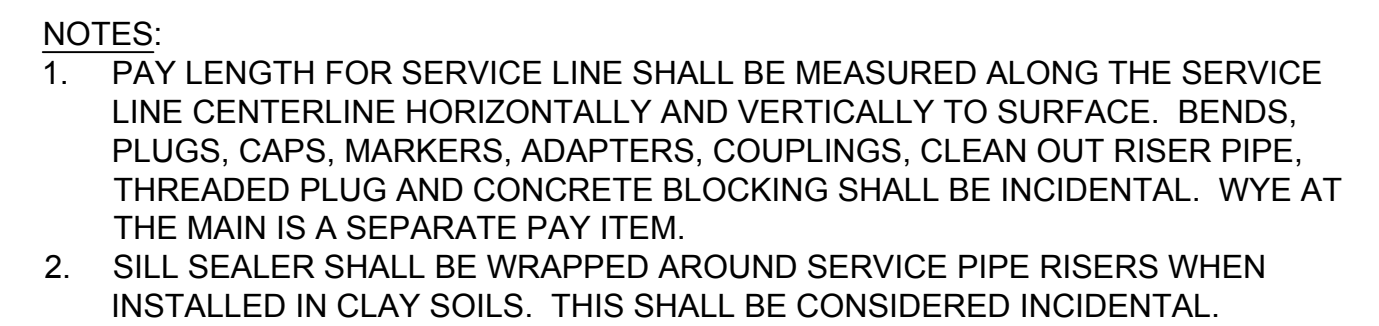
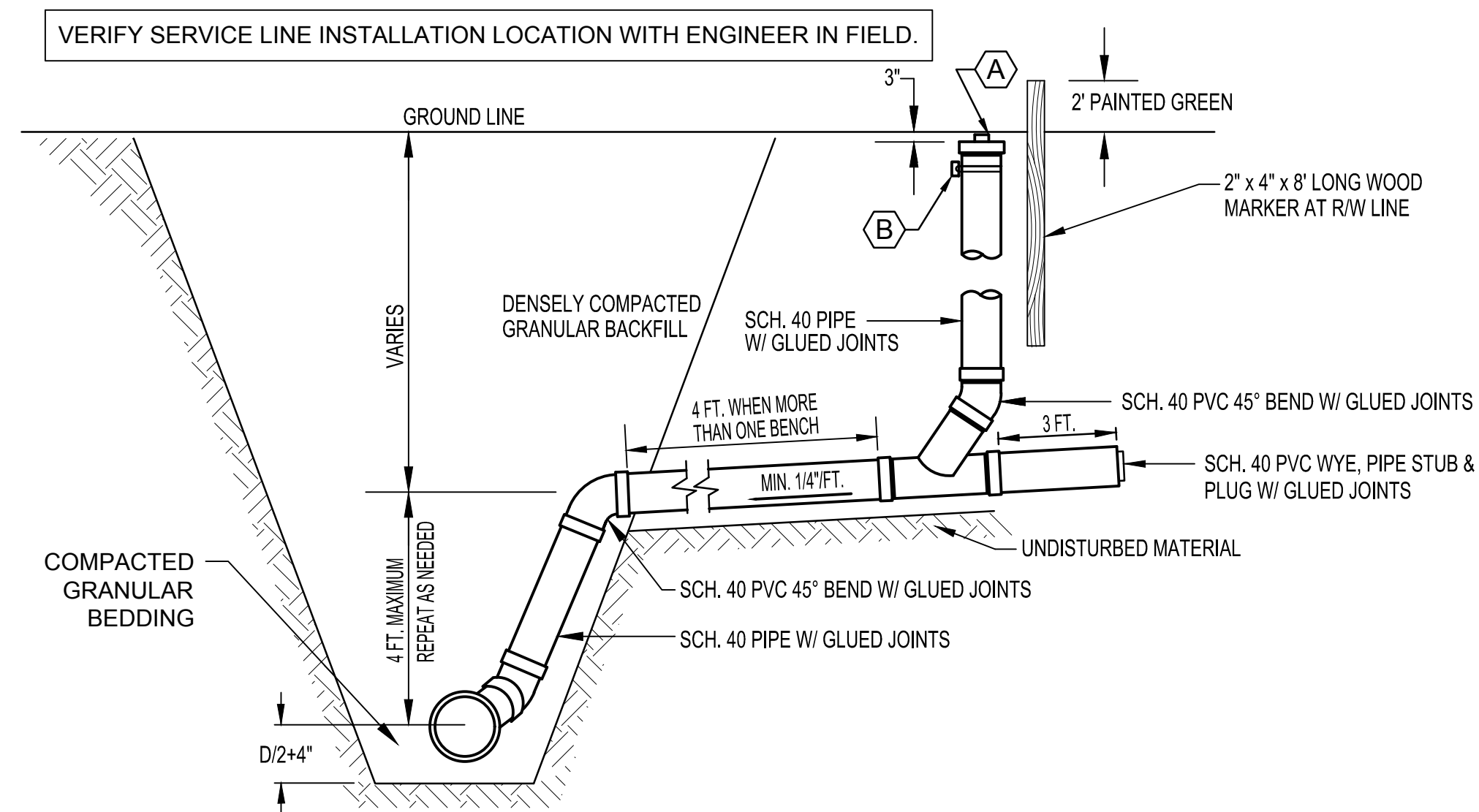
DAVID S. REESE  
DATE: 09/17/19 LIC. NO. 2432

REVISIONS	DESCRIPTION	DATE	BY

DATE: SEPTEMBER 2019  
SCALE: AS SHOWN  
DRAWN BY: JWR  
CHECKED BY: DSR  
JOB NUMBER: 0107B0162.000

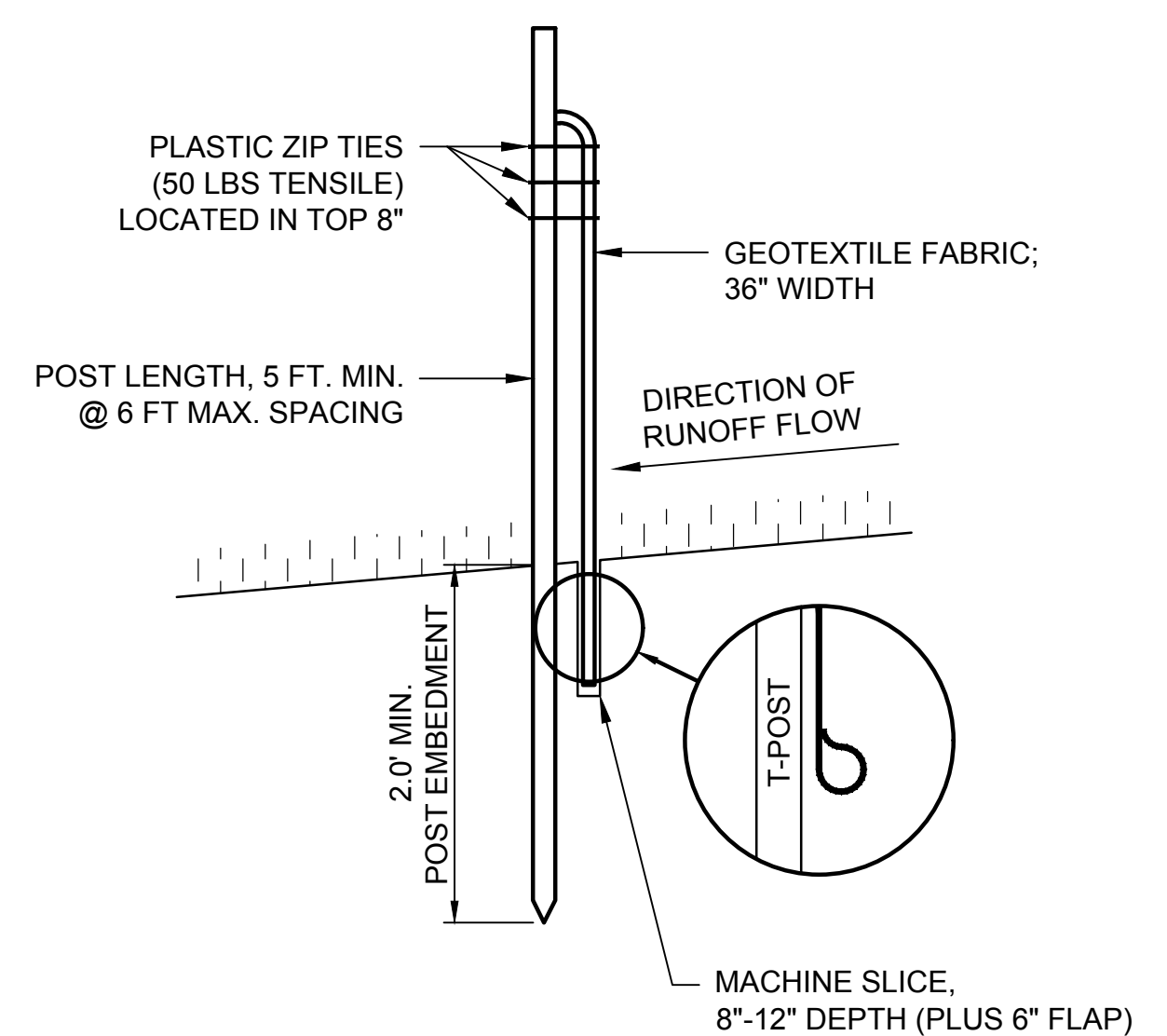
DAGGETT BAY ROAD SANITARY SEWER EXTENSION  
CITY OF CROSSLAKE  
CROSSLAKE, MN  
**DETAILS**





**NOTES:**

1. PAY LENGTH FOR SERVICE LINE SHALL BE MEASURED ALONG THE SERVICE LINE CENTERLINE HORIZONTALLY AND VERTICALLY TO SURFACE. BENDS, PLUGS, CAPS, MARKERS, ADAPTERS, COUPLINGS, CLEAN OUT RISER PIPE, THREADED PLUG AND CONCRETE BLOCKING SHALL BE INCIDENTAL. WYE AT THE MAIN IS A SEPARATE PAY ITEM.
2. SILL SEALER SHALL BE WRAPPED AROUND SERVICE PIPE RISERS WHEN INSTALLED IN CLAY SOILS. THIS SHALL BE CONSIDERED INCIDENTAL.



**SILT FENCE DETAIL - MACHINE SLICED**  
SCALE: NONE

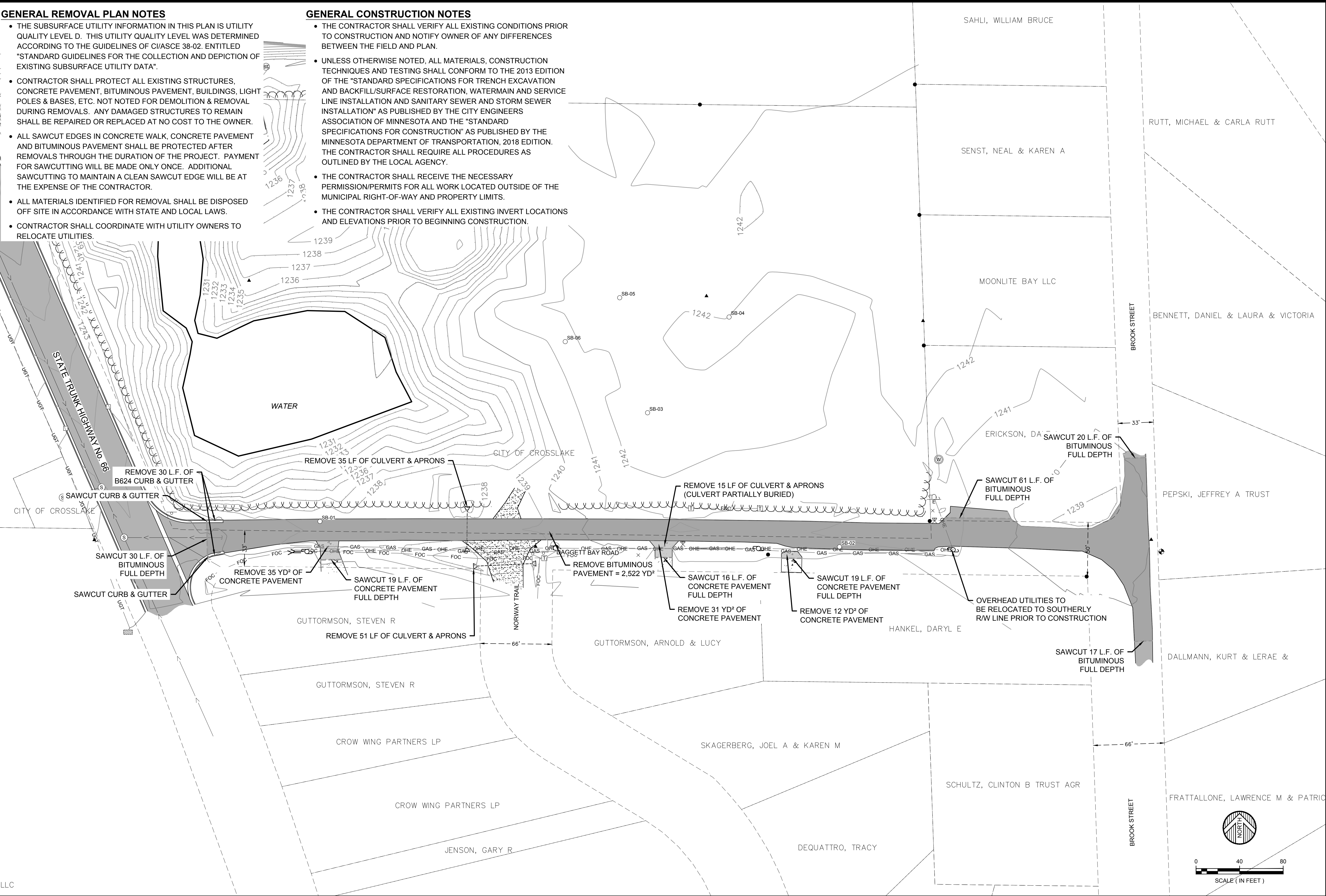


GENERAL REMOVAL PLAN NOTES

- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
- CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, CONCRETE PAVEMENT, BITUMINOUS PAVEMENT, BUILDINGS, LIGHT POLES & BASES, ETC. NOT NOTED FOR DEMOLITION & REMOVAL DURING REMOVALS. ANY DAMAGED STRUCTURES TO REMAIN SHALL BE REPAIRED OR REPLACED AT NO COST TO THE OWNER.
- ALL SAWCUT EDGES IN CONCRETE WALK, CONCRETE PAVEMENT AND BITUMINOUS PAVEMENT SHALL BE PROTECTED AFTER REMOVALS THROUGH THE DURATION OF THE PROJECT. PAYMENT FOR SAWCUTTING WILL BE MADE ONLY ONCE. ADDITIONAL SAWCUTTING TO MAINTAIN A CLEAN SAWCUT EDGE WILL BE AT THE EXPENSE OF THE CONTRACTOR.
- ALL MATERIALS IDENTIFIED FOR REMOVAL SHALL BE DISPOSED OFF SITE IN ACCORDANCE WITH STATE AND LOCAL LAWS.
- CONTRACTOR SHALL COORDINATE WITH UTILITY OWNERS TO RELOCATE UTILITIES.

GENERAL CONSTRUCTION NOTES

- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY OWNER OF ANY DIFFERENCES BETWEEN THE FIELD AND PLAN.
- UNLESS OTHERWISE NOTED, ALL MATERIALS, CONSTRUCTION TECHNIQUES AND TESTING SHALL CONFORM TO THE 2013 EDITION OF THE "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION, WATERMAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA AND THE "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AS PUBLISHED BY THE MINNESOTA DEPARTMENT OF TRANSPORTATION, 2018 EDITION. THE CONTRACTOR SHALL REQUIRE ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMISSION/PERMITS FOR ALL WORK LOCATED OUTSIDE OF THE MUNICIPAL RIGHT-OF-WAY AND PROPERTY LIMITS.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING INVERT LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING CONSTRUCTION.



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DAGGETT BAY ROAD SANITARY SEWER EXTENSION

CITY OF CROSSLAKE

CROSSLAKE, MN

EXISTING CONDITIONS & REMOVALS PLAN

SHEET NO.

C06.01

J:\0107B-City of Crosslake\0107B0162-Daggett Bay Road Feasibility Study\0107B0162.000-Daggett Bay Road Feasibility Study\CADD\Civil\C-EC-0107B0162.000.dwg

Plotted by: Joshua Rebennack    9/24/2019 10:34:43 AM    © 2019 WIDSETH SMITH NOLTING

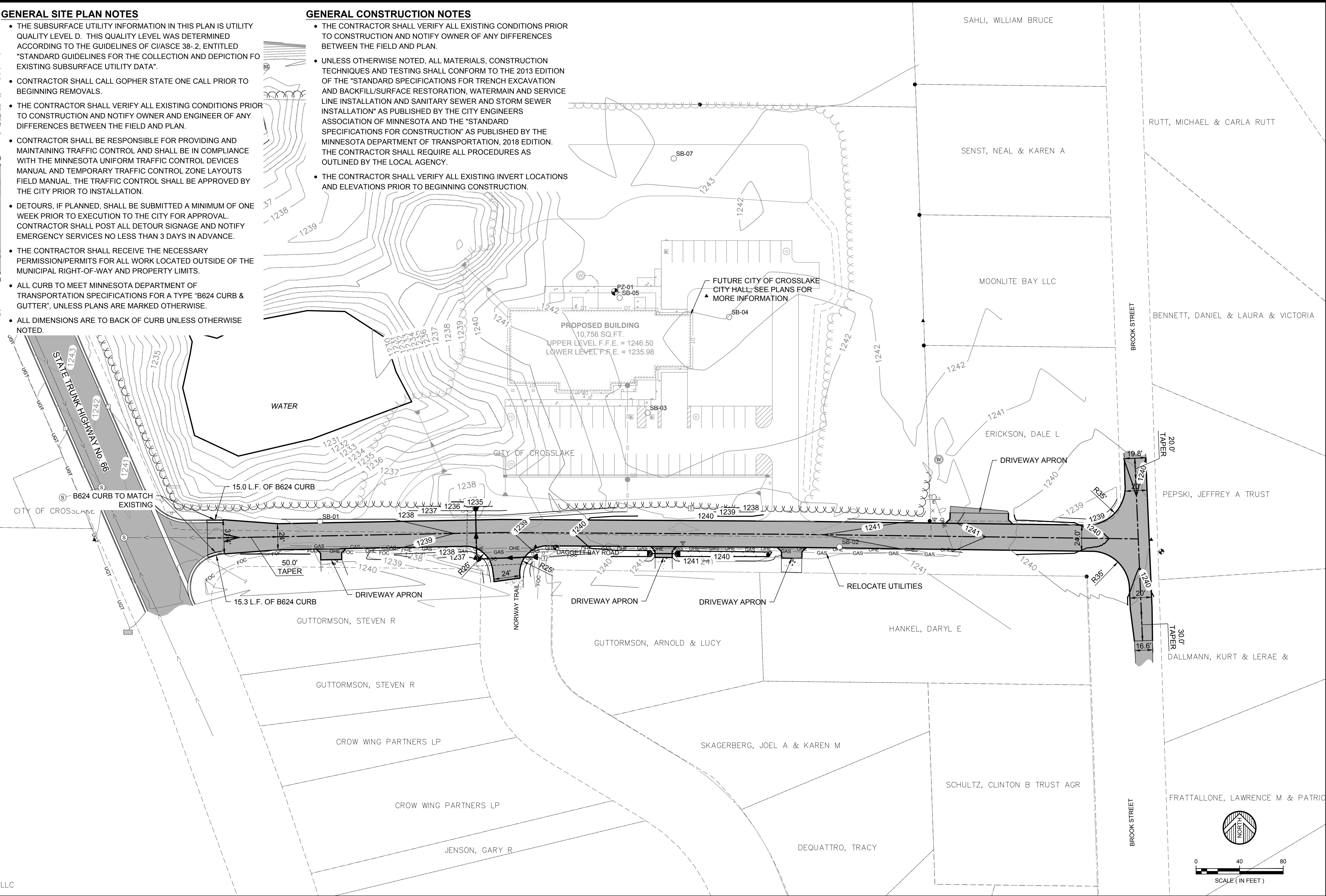


GENERAL SITE PLAN NOTES

- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION FO EXISTING SUBSURFACE UTILITY DATA".
- CONTRACTOR SHALL CALL GOPHER STATE ONE CALL PRIOR TO BEGINNING REMOVALS.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY OWNER AND ENGINEER OF ANY DIFFERENCES BETWEEN THE FIELD AND PLAN.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL AND SHALL BE IN COMPLIANCE WITH THE MINNESOTA UNIFORM TRAFFIC CONTROL DEVICES MANUAL AND TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS FIELD MANUAL. THE TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
- DETOURS, IF PLANNED, SHALL BE SUBMITTED A MINIMUM OF ONE WEEK PRIOR TO EXECUTION TO THE CITY FOR APPROVAL. CONTRACTOR SHALL POST ALL DETOUR SIGNAGE AND NOTIFY EMERGENCY SERVICES NO LESS THAN 3 DAYS IN ADVANCE.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMISSION/PERMITS FOR ALL WORK LOCATED OUTSIDE OF THE MUNICIPAL RIGHT-OF-WAY AND PROPERTY LIMITS.
- ALL CURB TO MEET MINNESOTA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR A TYPE "B624 CURB & GUTTER", UNLESS PLANS ARE MARKED OTHERWISE.
- ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.

GENERAL CONSTRUCTION NOTES

- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY OWNER OF ANY DIFFERENCES BETWEEN THE FIELD AND PLAN.
- UNLESS OTHERWISE NOTED, ALL MATERIALS, CONSTRUCTION TECHNIQUES AND TESTING SHALL CONFORM TO THE 2013 EDITION OF THE "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION, WATERMAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA AND THE "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AS PUBLISHED BY THE MINNESOTA DEPARTMENT OF TRANSPORTATION, 2018 EDITION. THE CONTRACTOR SHALL REQUIRE ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING INVERT LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING CONSTRUCTION.



LLC

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DAGGETT BAY ROAD SANITARY SEWER EXTENSION  
CITY OF CROSSLAKE  
CROSSLAKE, MN

SITE PLAN

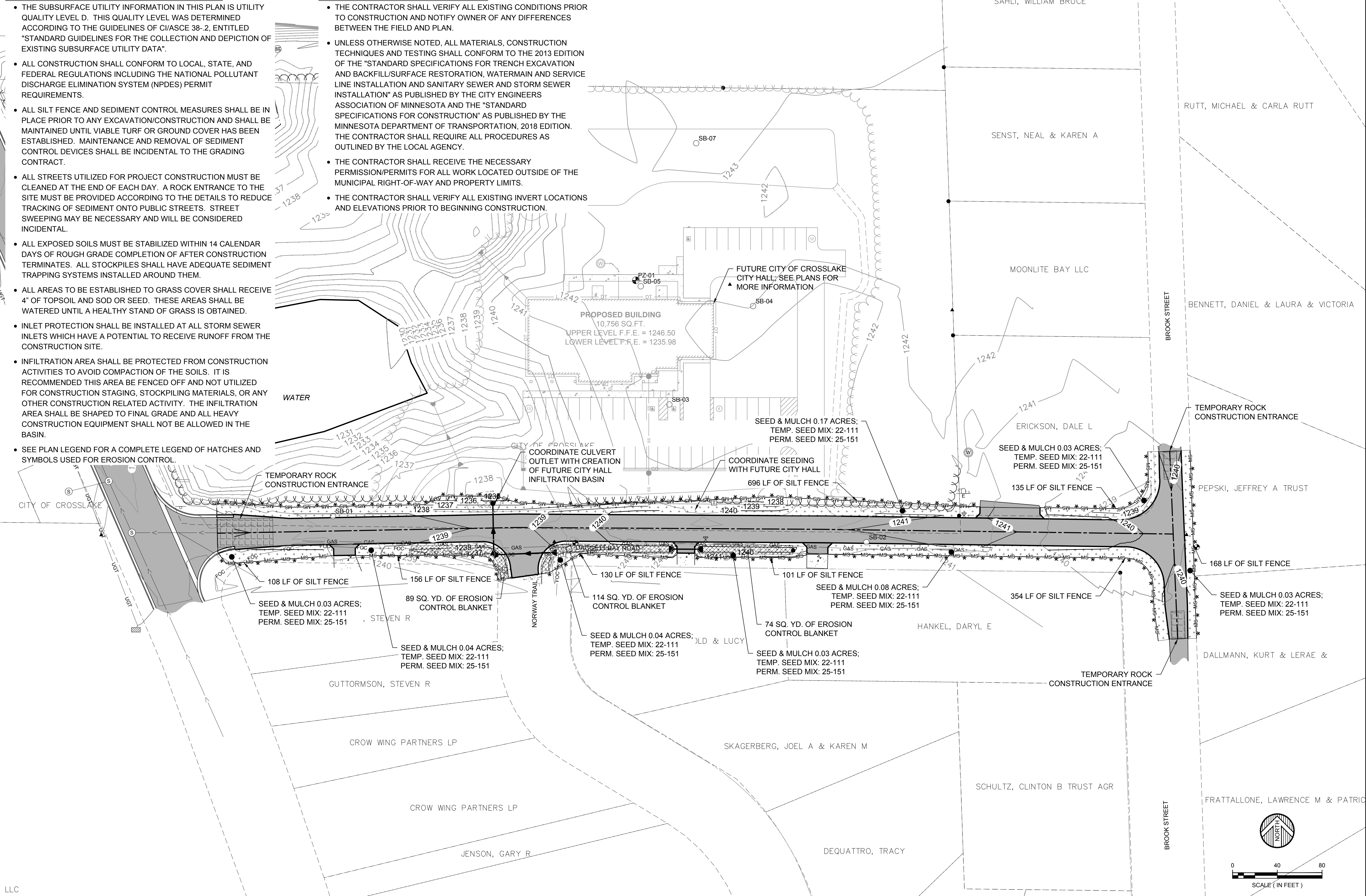
SHEET NO.

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- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS INTENDED TO MEET THE QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE, AND FEDERAL REGULATIONS INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- ALL SILT FENCE AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VIABLE TURF OR GROUND COVER HAS BEEN ESTABLISHED. MAINTENANCE AND REMOVAL OF SEDIMENT CONTROL DEVICES SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
- ALL STREETS UTILIZED FOR PROJECT CONSTRUCTION MUST BE CLEANED AT THE END OF EACH DAY. A ROCK ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO THE DETAILS TO REDUCE TRACKING OF SEDIMENT ONTO PUBLIC STREETS. STREET SWEEPING MAY BE NECESSARY AND WILL BE CONSIDERED INCIDENTAL.
- ALL EXPOSED SOILS MUST BE STABILIZED WITHIN 14 CALENDAR DAYS OF ROUGH GRADE COMPLETION OF AFTER CONSTRUCTION TERMINATES. ALL STOCKPILES SHALL HAVE ADEQUATE SEDIMENT TRAPPING SYSTEMS INSTALLED AROUND THEM.
- ALL AREAS TO BE ESTABLISHED TO GRASS COVER SHALL RECEIVE 4" OF TOPSOIL AND SOD OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
- INLET PROTECTION SHALL BE INSTALLED AT ALL STORM SEWER INLETS WHICH HAVE A POTENTIAL TO RECEIVE RUNOFF FROM THE CONSTRUCTION SITE.
- INFILTRATION AREA SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES TO AVOID COMPACTION OF THE SOILS. IT IS RECOMMENDED THIS AREA BE FENCED OFF AND NOT UTILIZED FOR CONSTRUCTION STAGING, STOCKPILING MATERIALS, OR ANY OTHER CONSTRUCTION RELATED ACTIVITY. THE INFILTRATION AREA SHALL BE SHAPED TO FINAL GRADE AND ALL HEAVY CONSTRUCTION EQUIPMENT SHALL NOT BE ALLOWED IN THE BASIN.
- SEE PLAN LEGEND FOR A COMPLETE LEGEND OF HATCHES AND SYMBOLS USED FOR EROSION CONTROL.

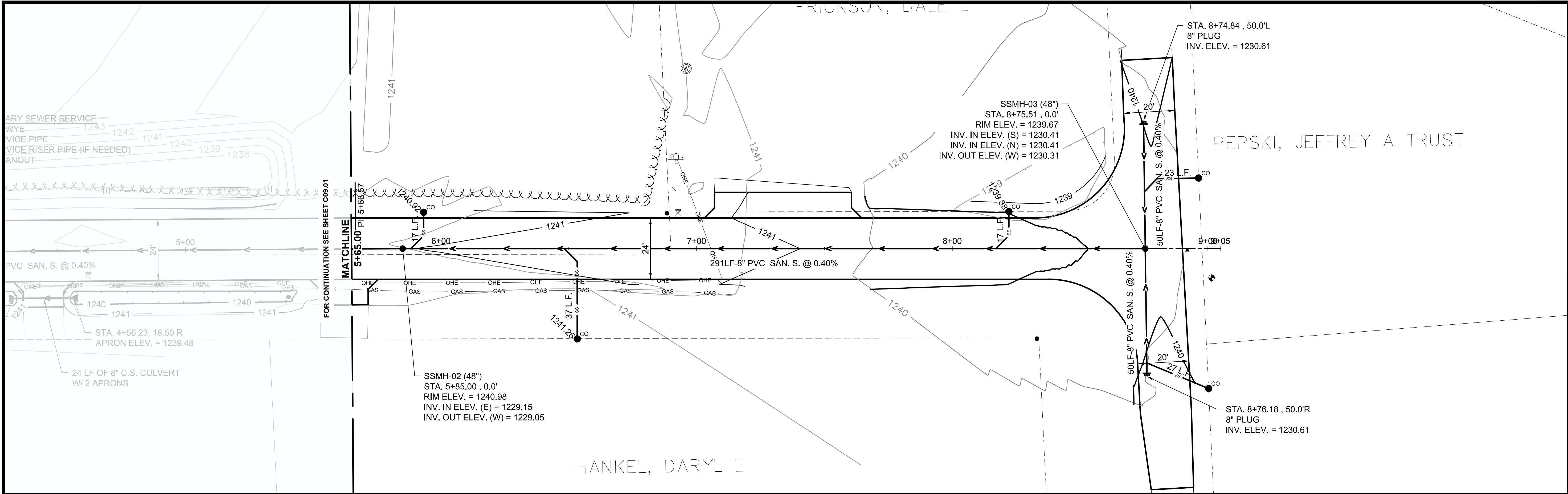
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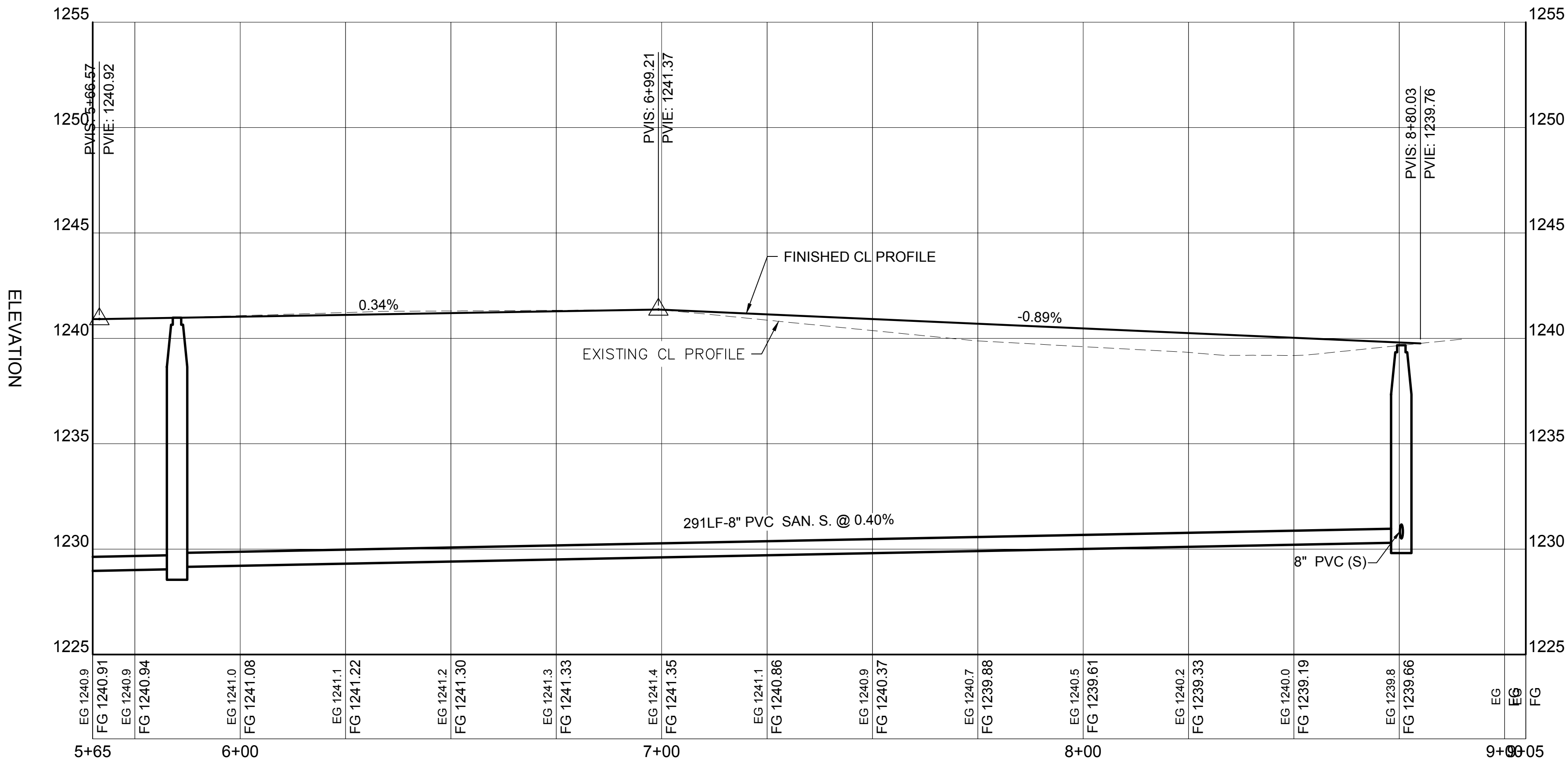






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- CONTRACTOR SHALL CALL GOPHER STATE ONE CALL PRIOR TO BEGINNING REMOVALS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UTILITIES.

# DAGGETT BAY ROAD - 5+65.00 TO 9+05.03



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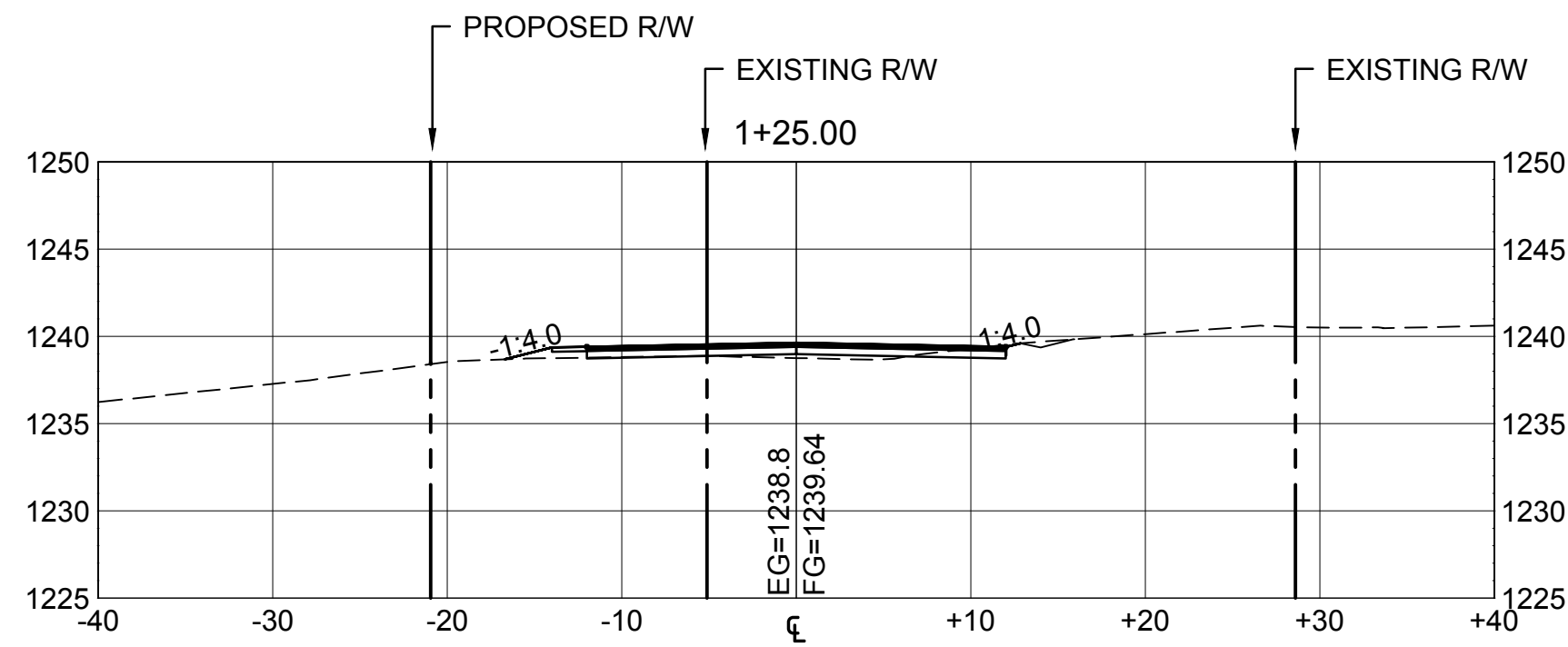
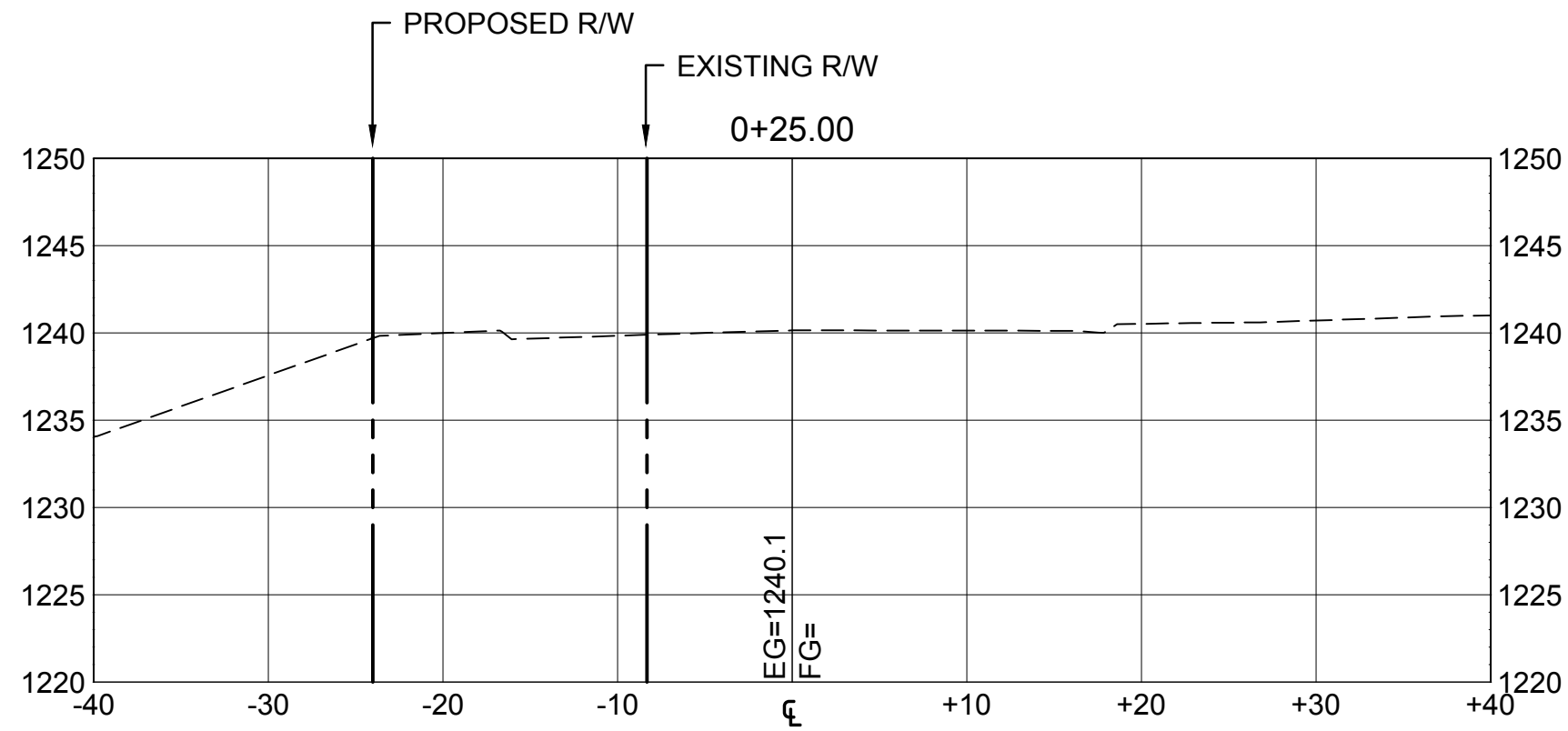
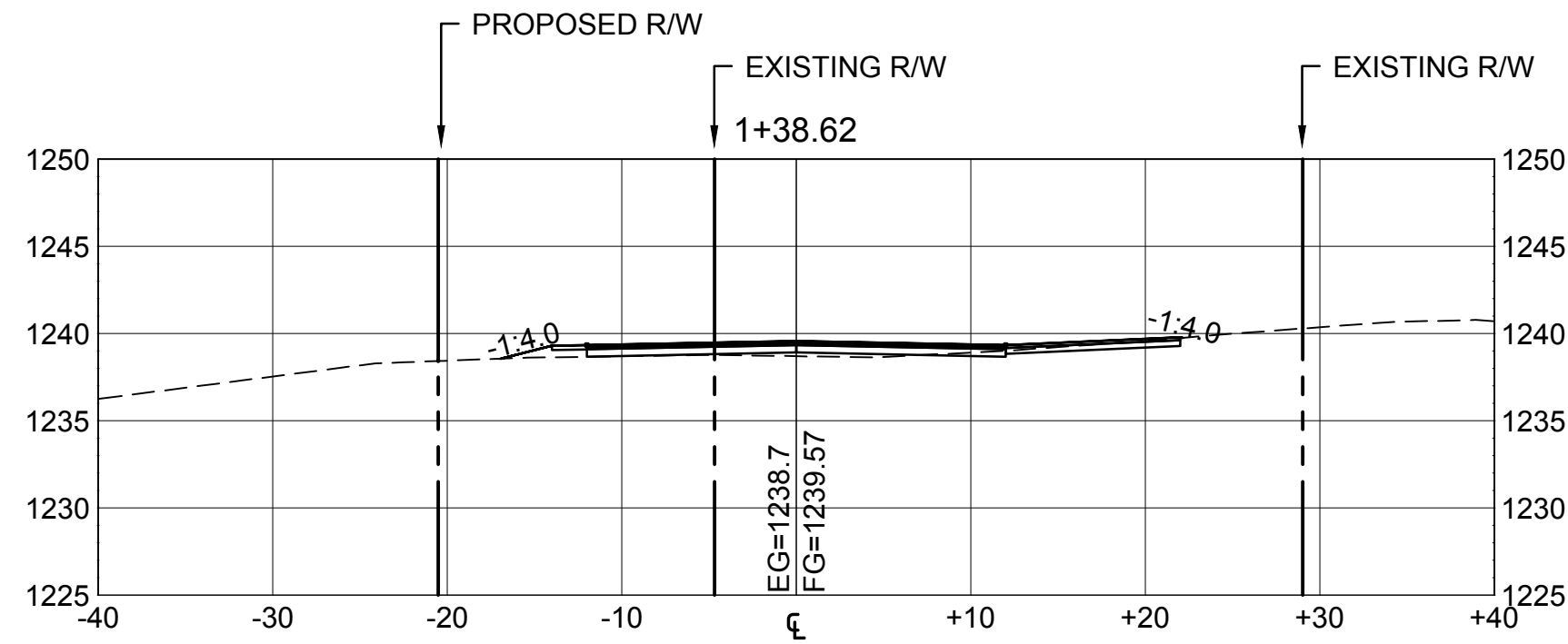
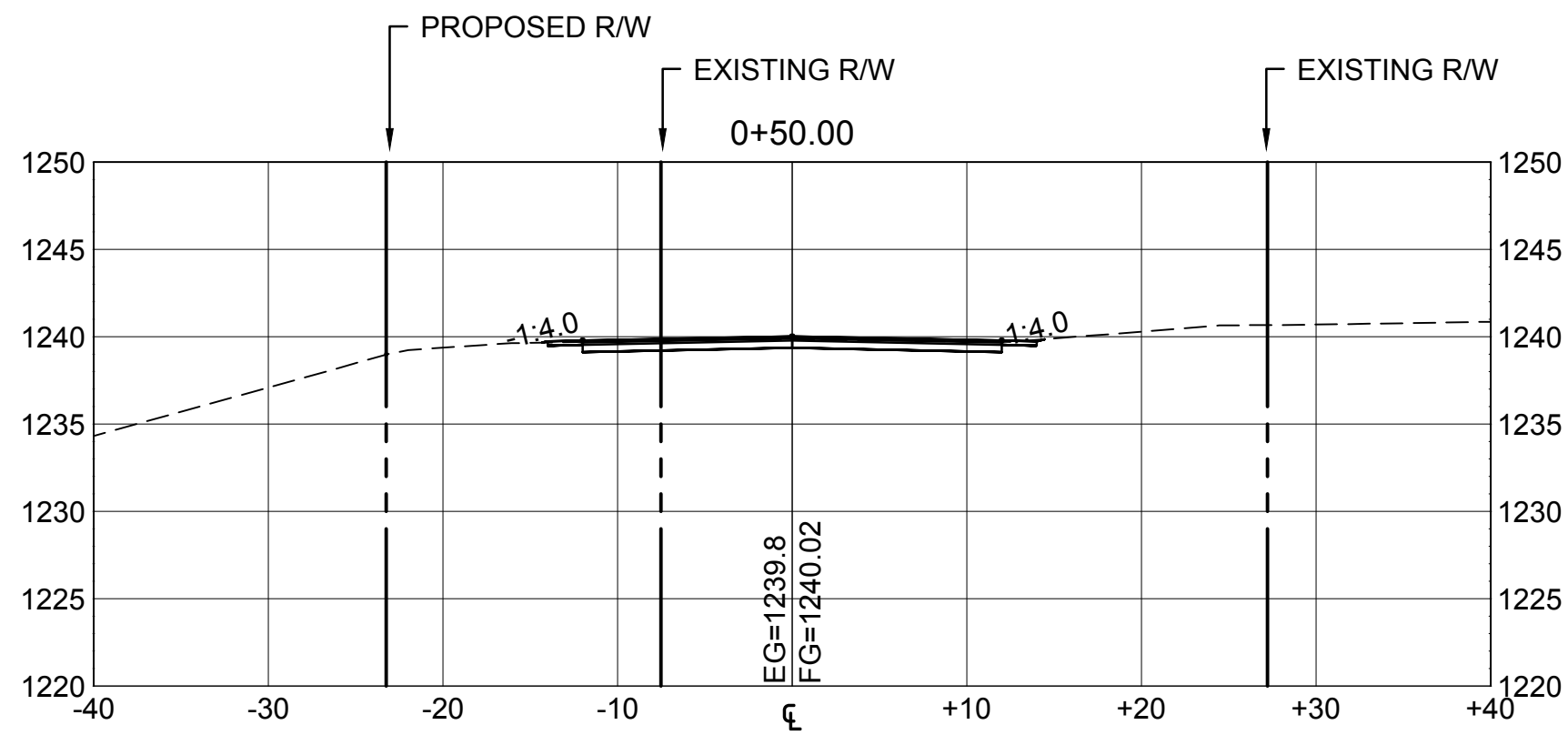
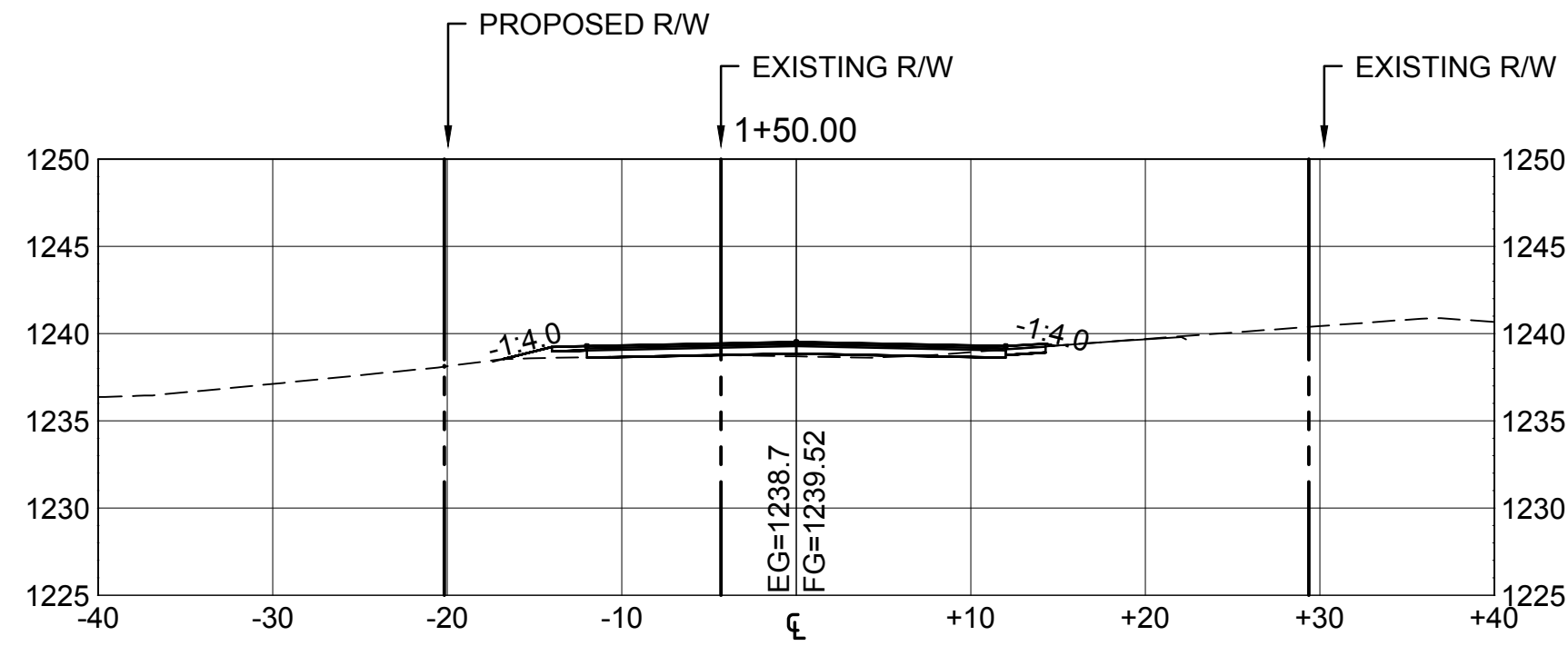
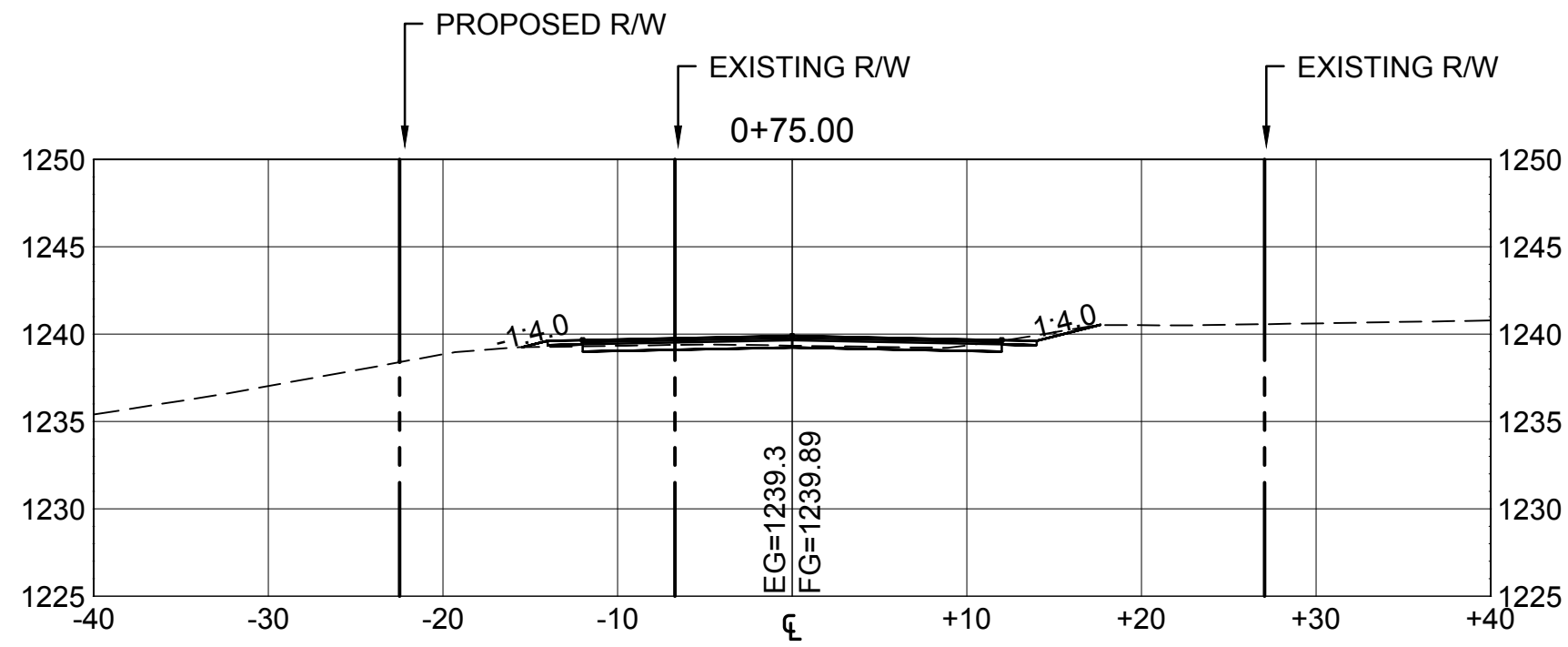
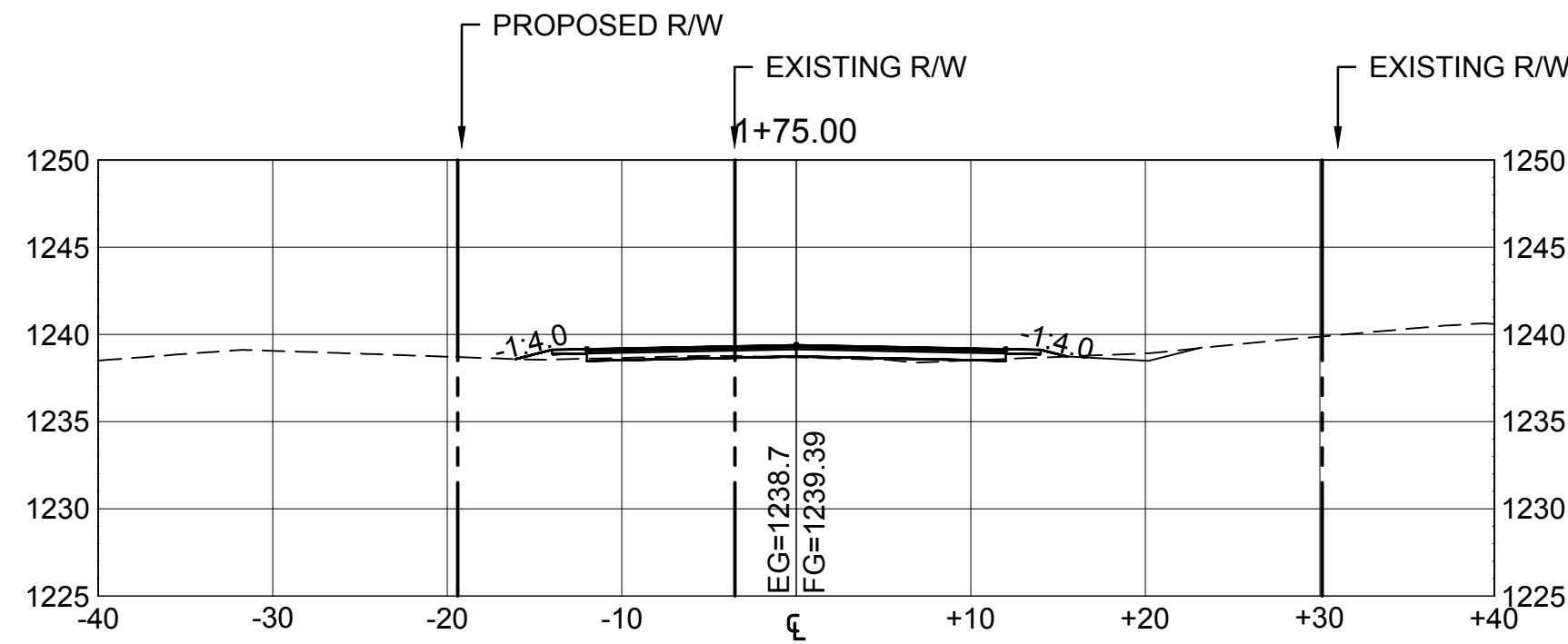
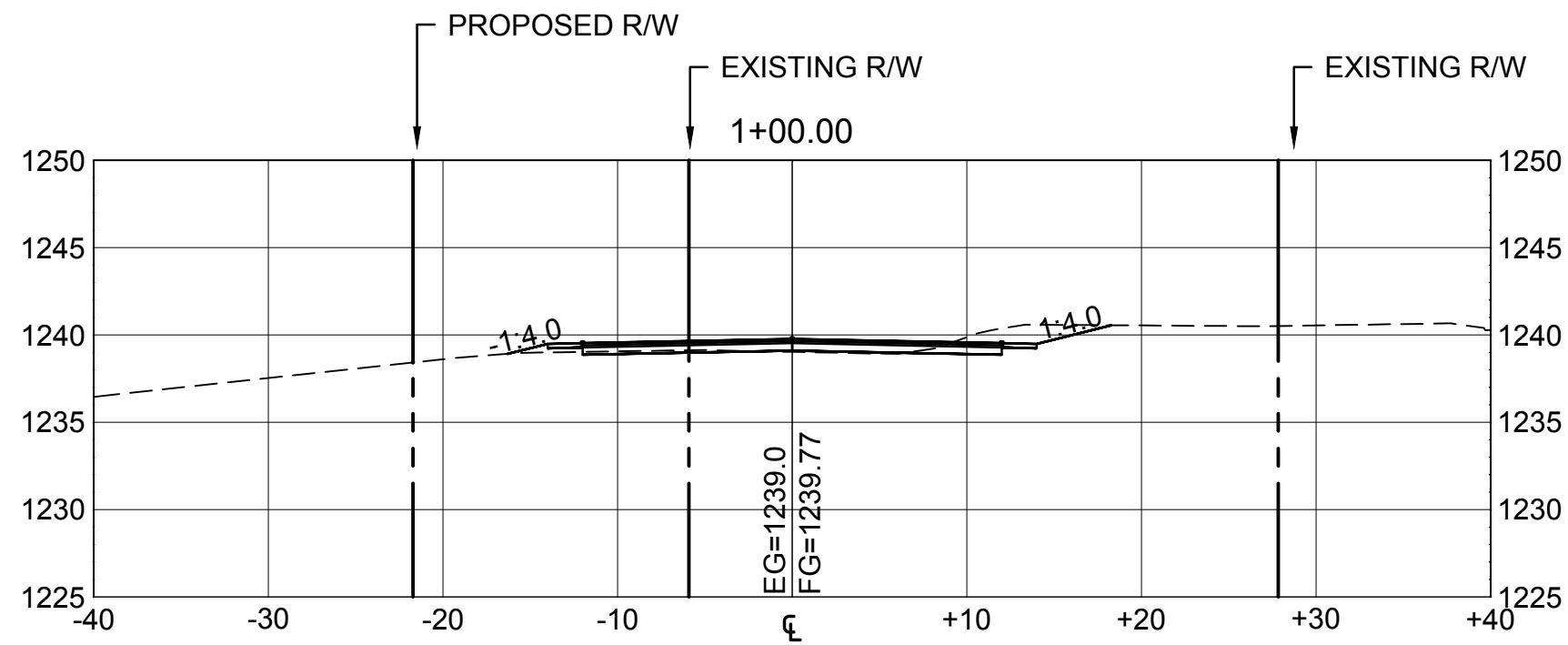
DAGGETT BAY ROAD SANITARY SEWER EXTENSION  
CITY OF CROSSLAKE  
CROSSLAKE, MN

DAGGETT BAY ROAD - 5+65.00 TO 9+05.03

SHEET NO.

C09.02



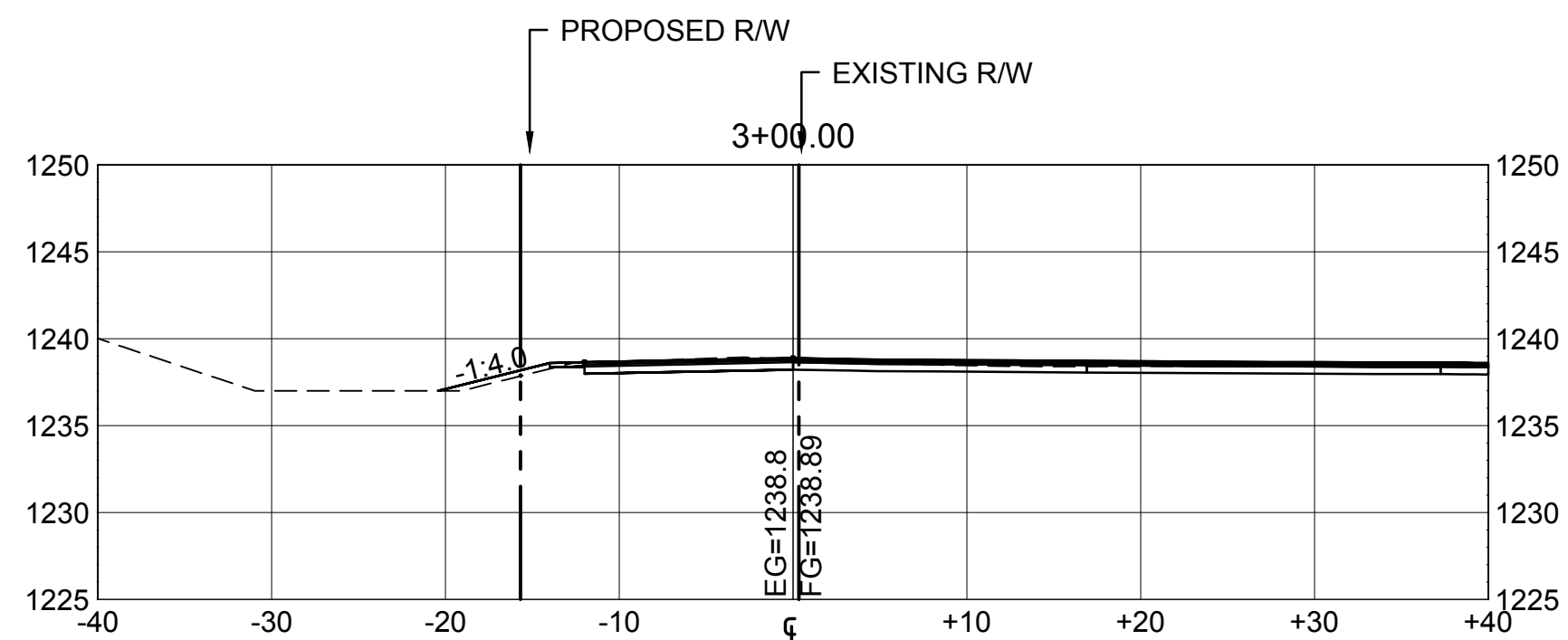
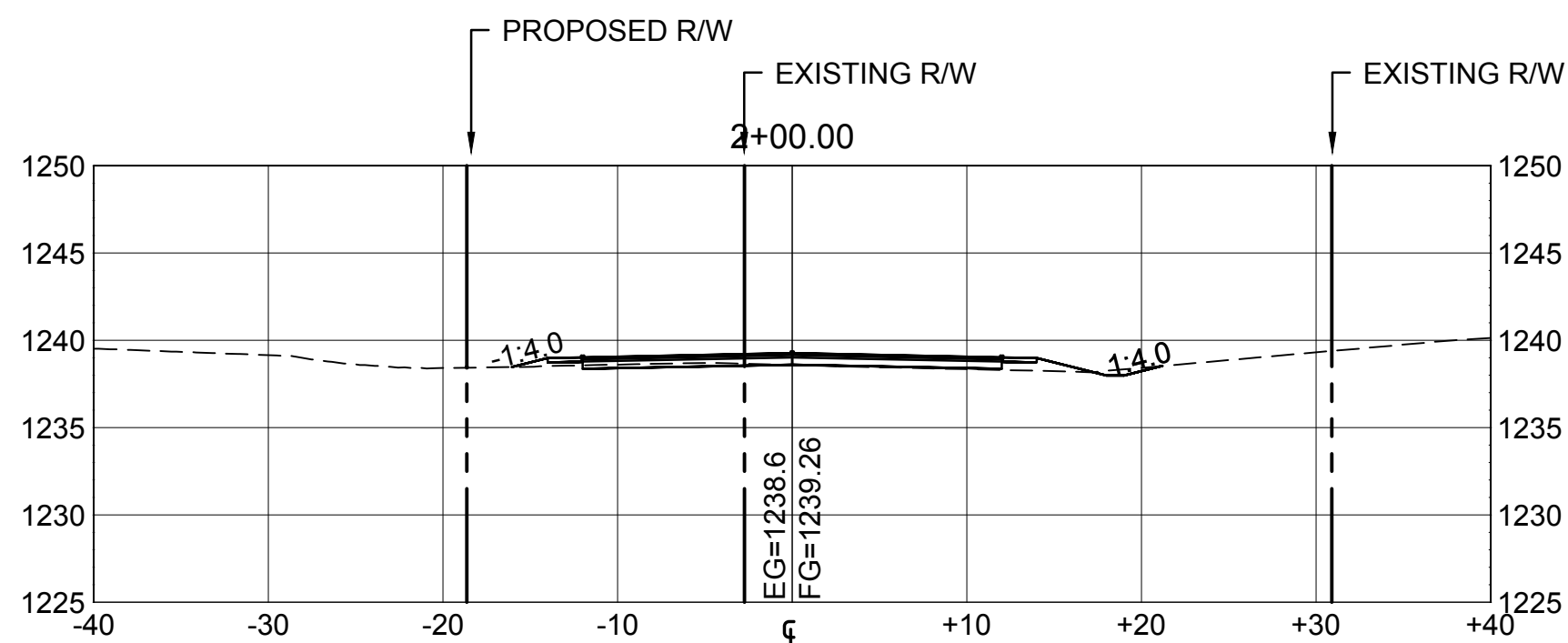
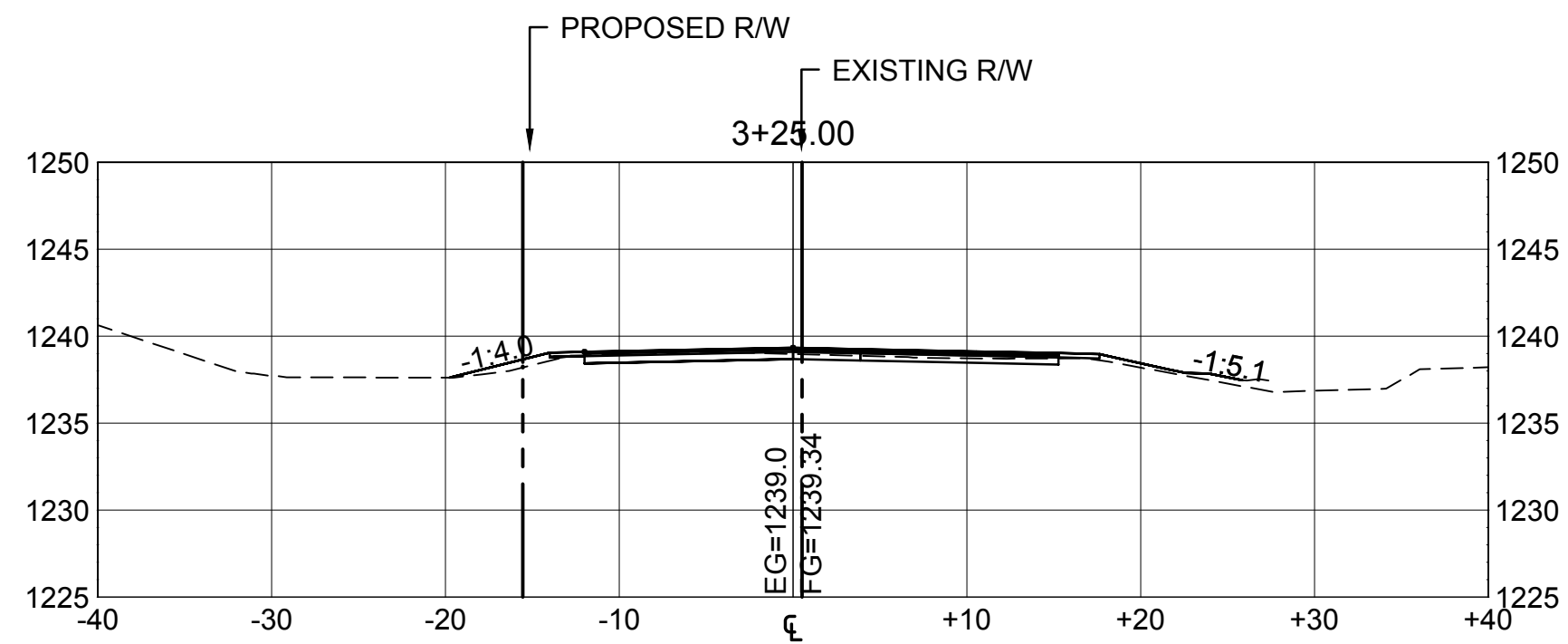
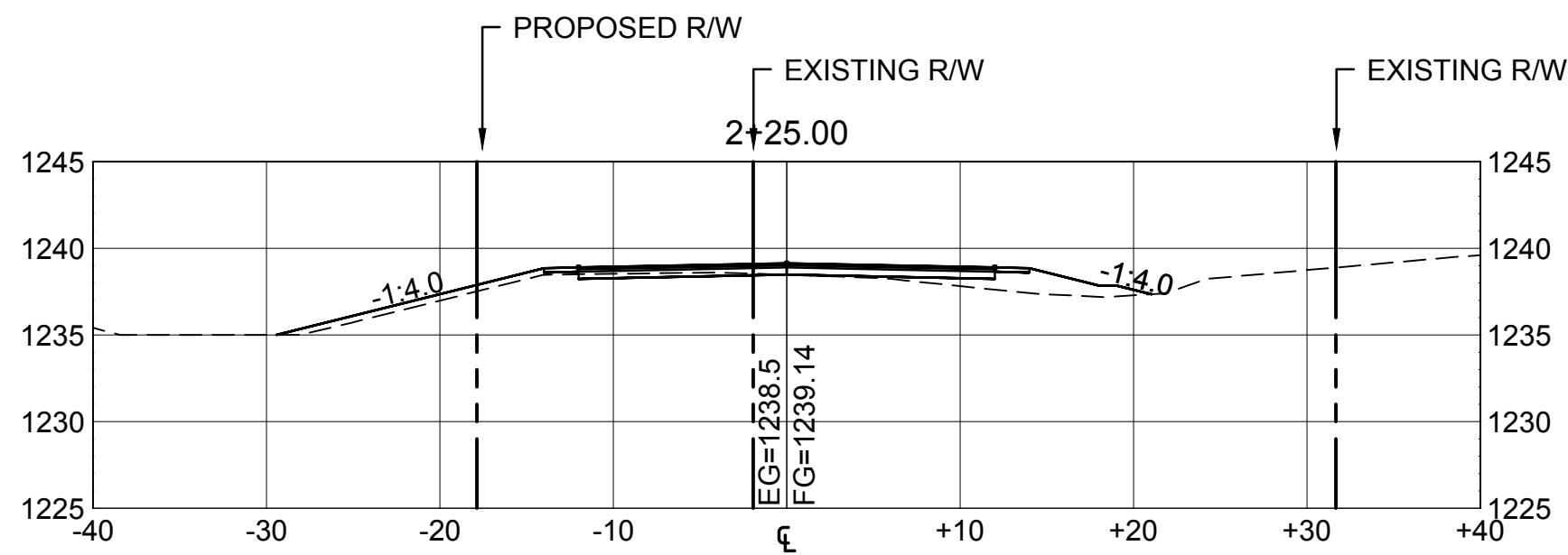
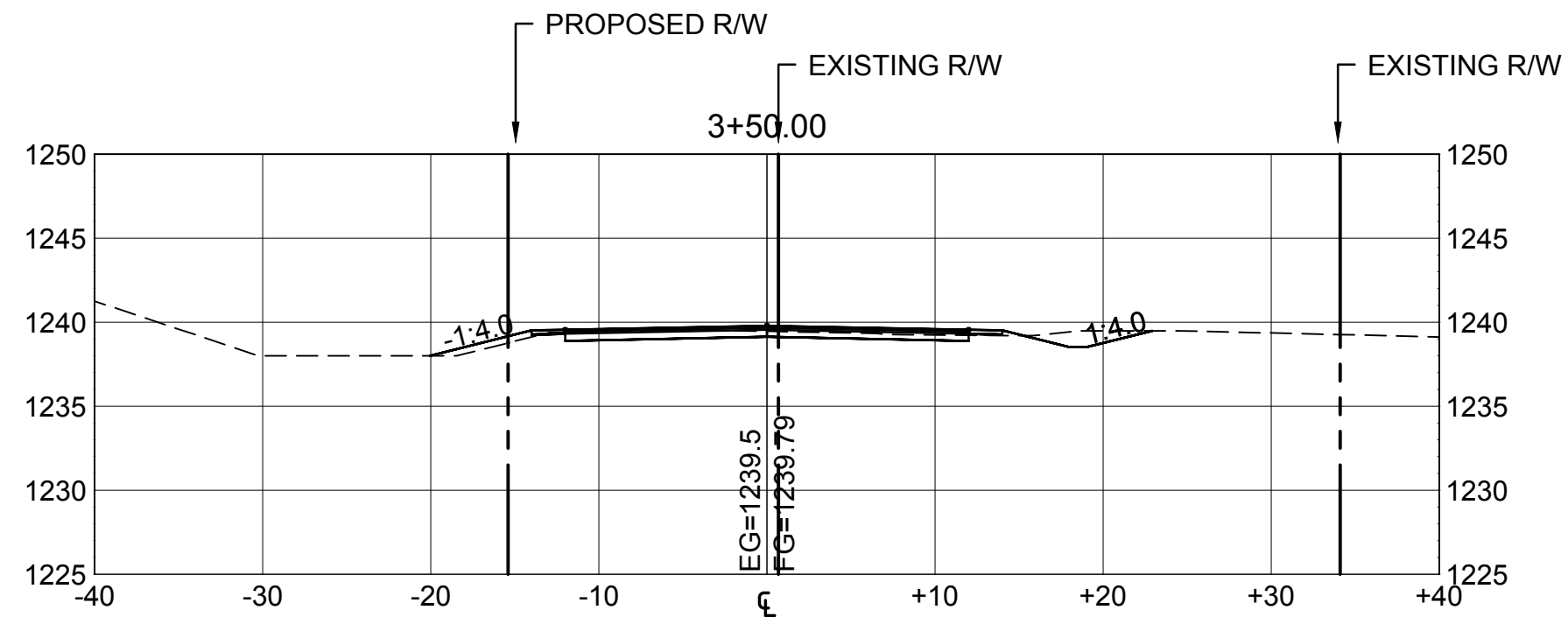
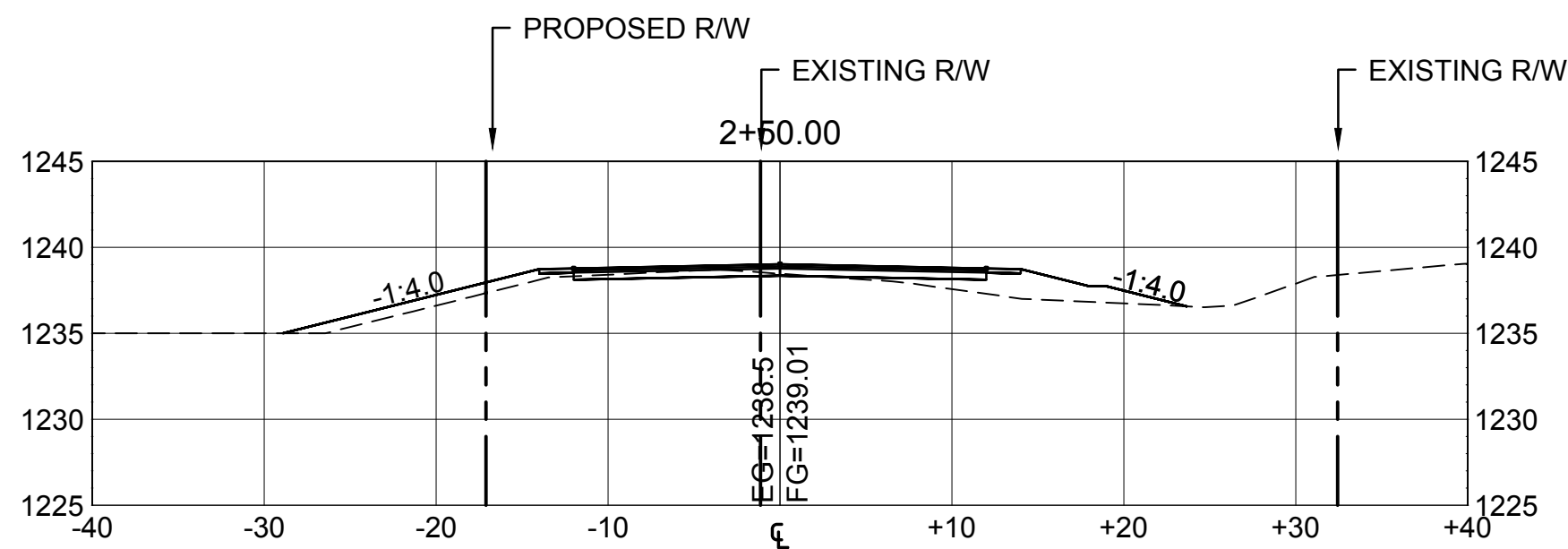
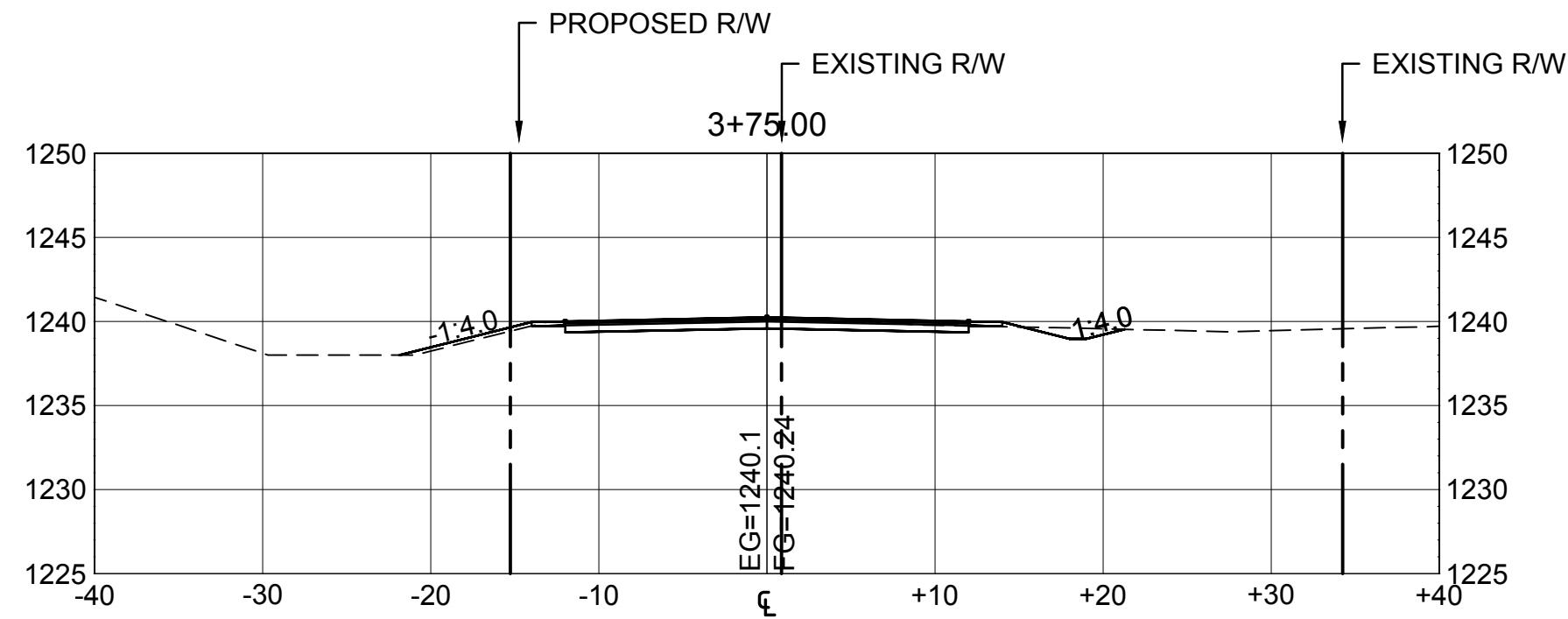
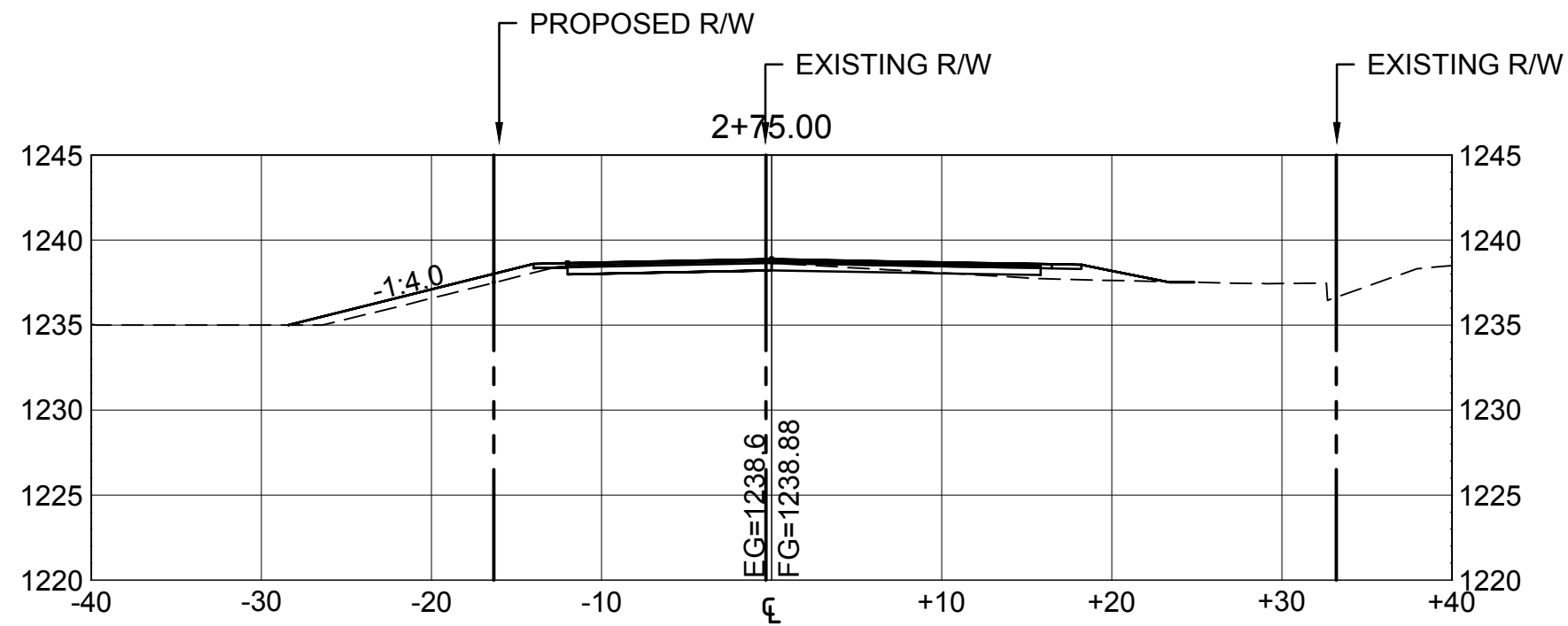


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CITY OF CROSSLAKE  
CROSSLAKE, MN  
**CROSS SECTIONS**



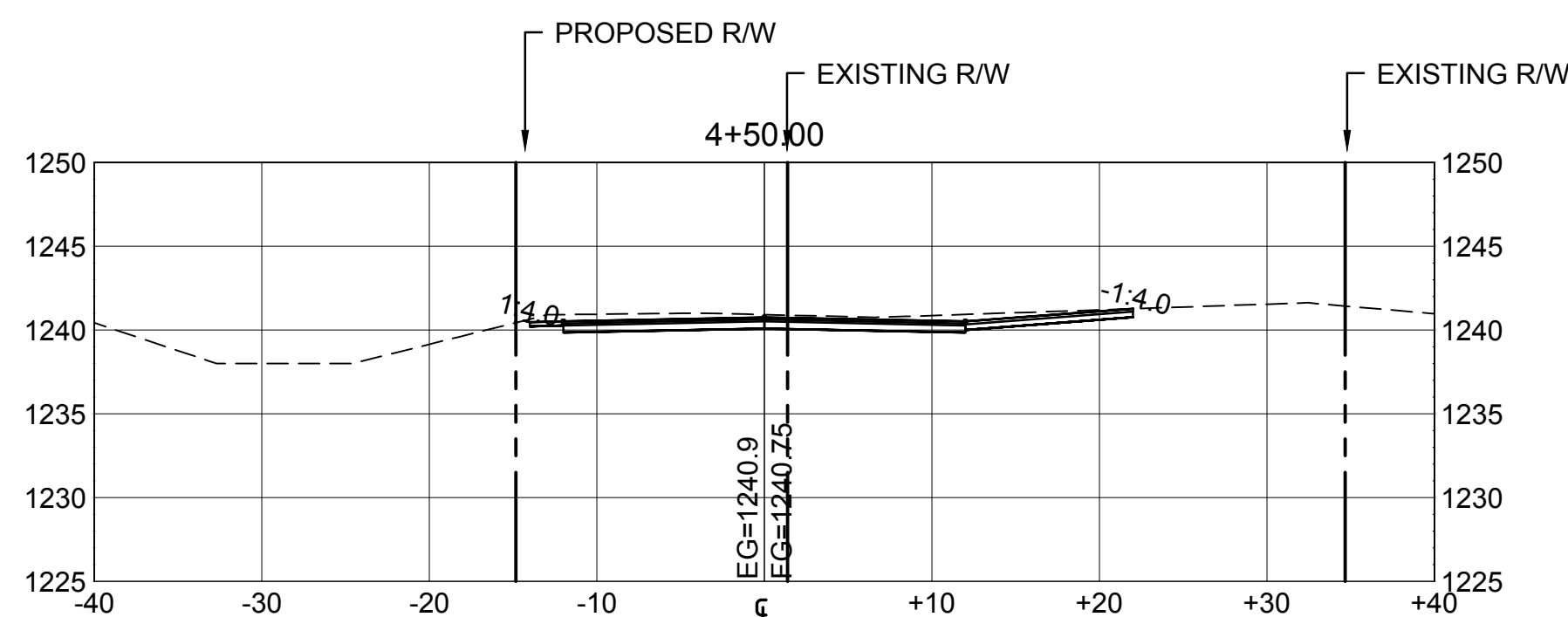
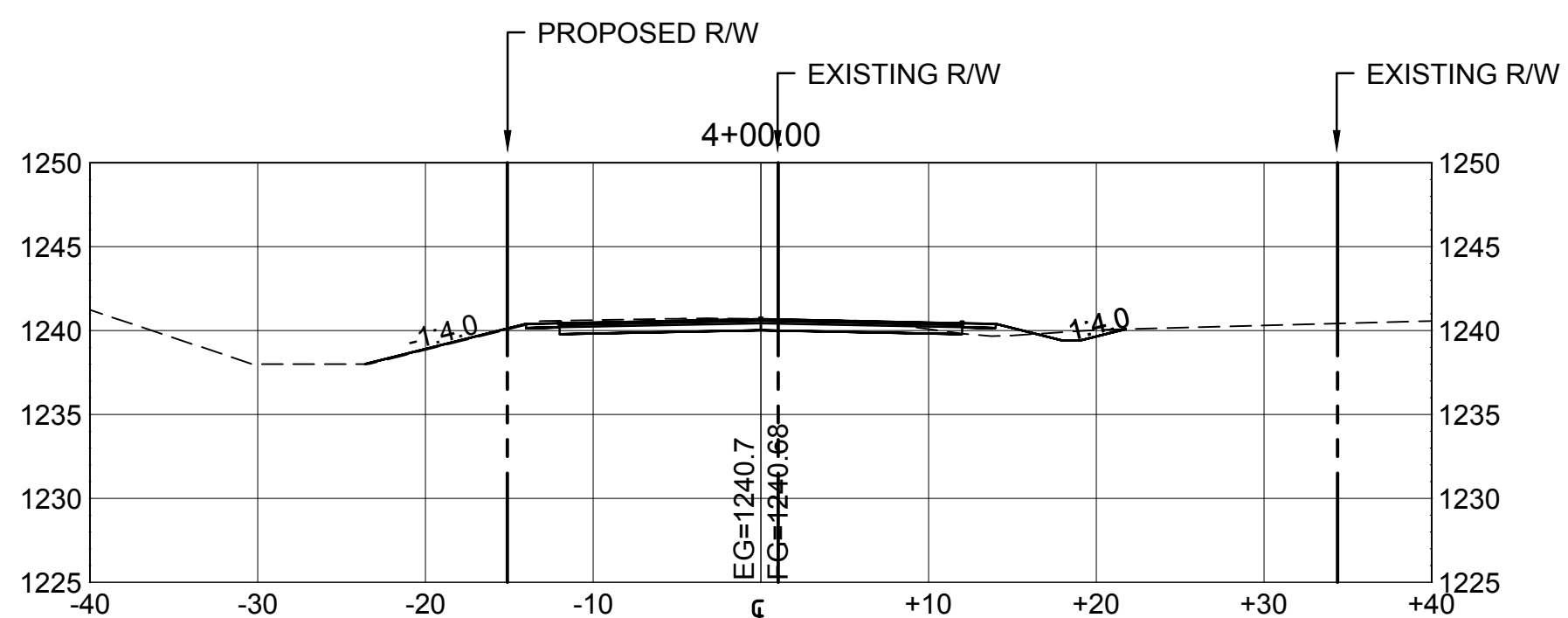
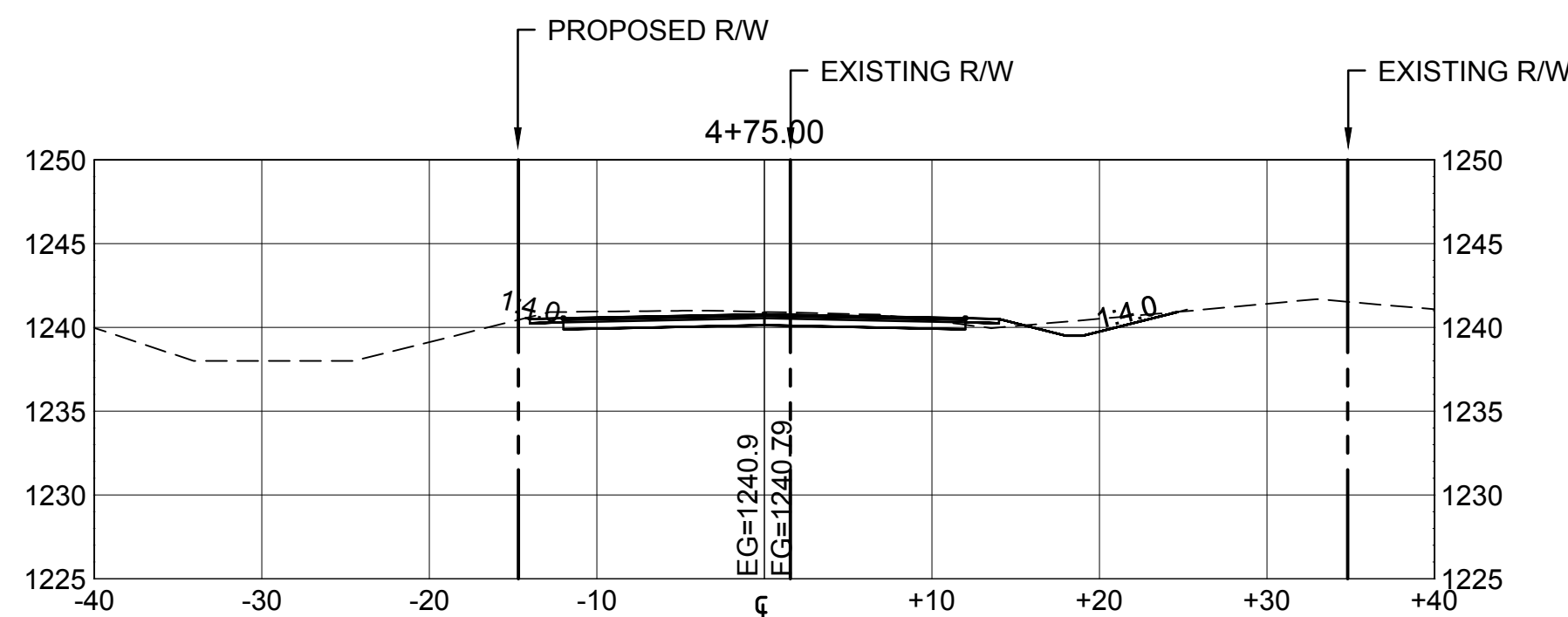
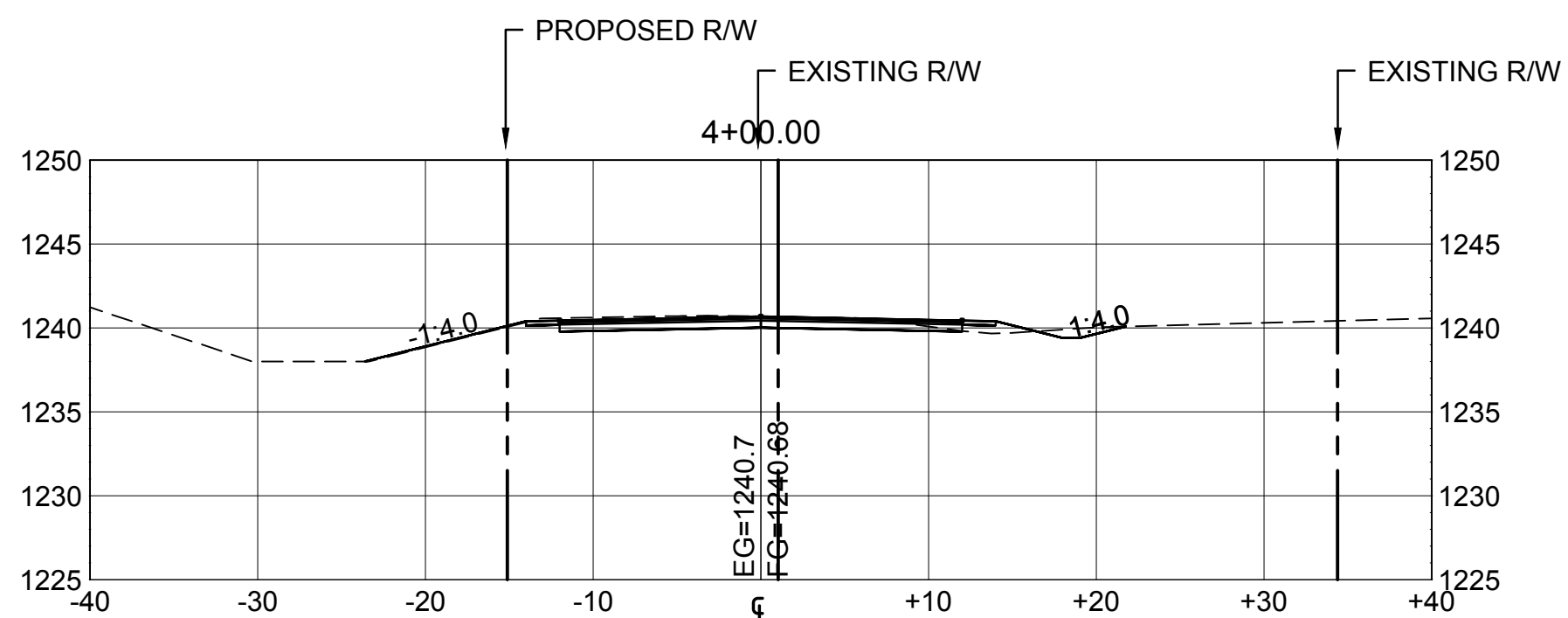
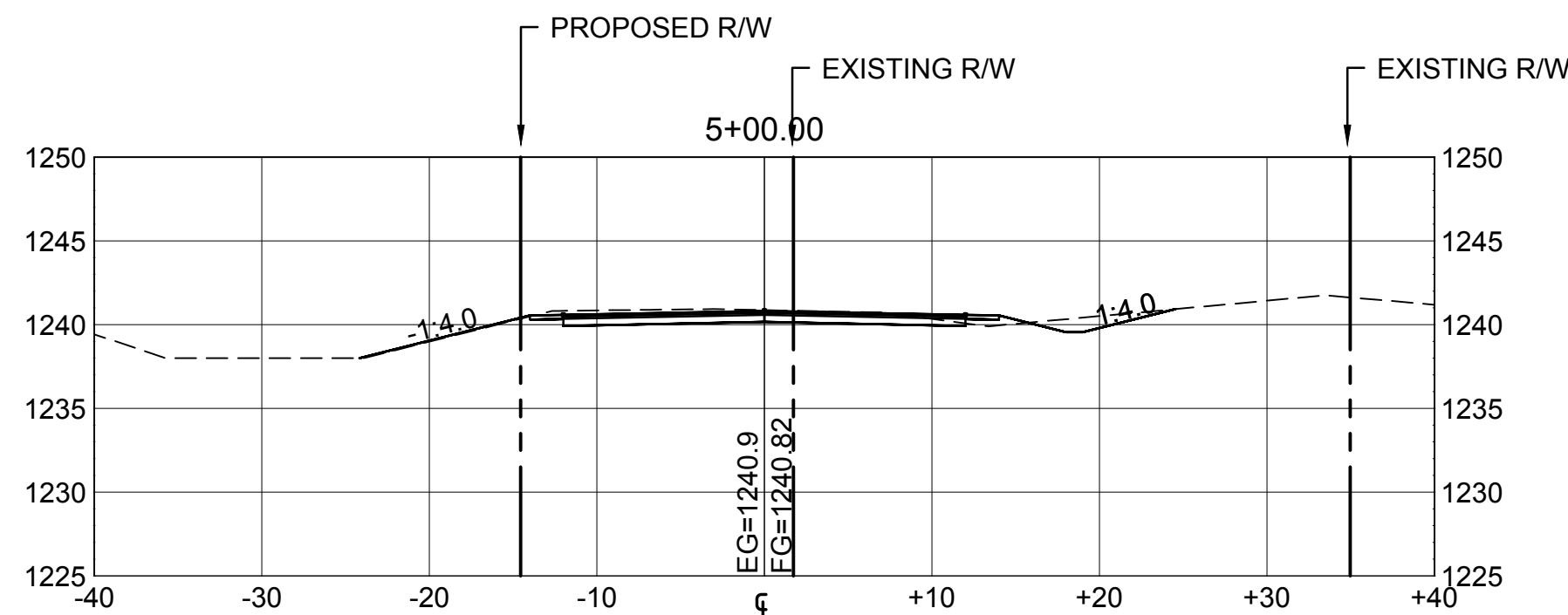
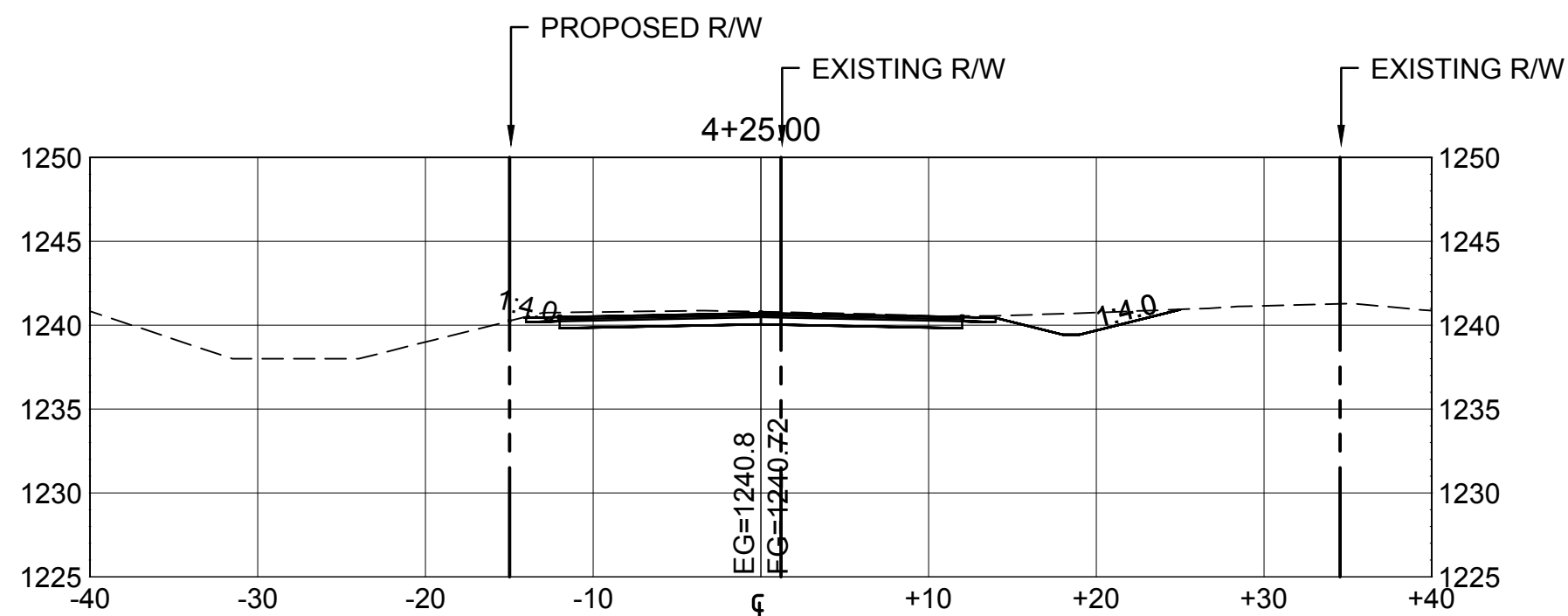
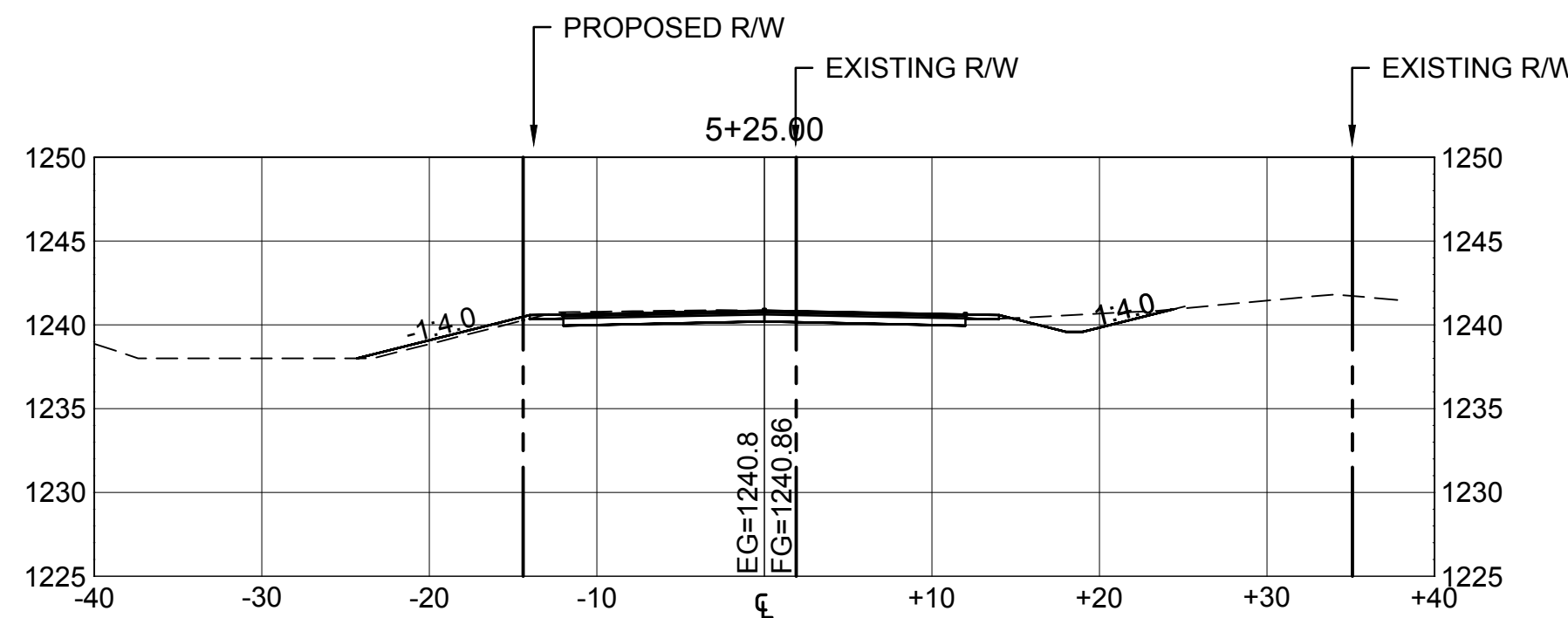
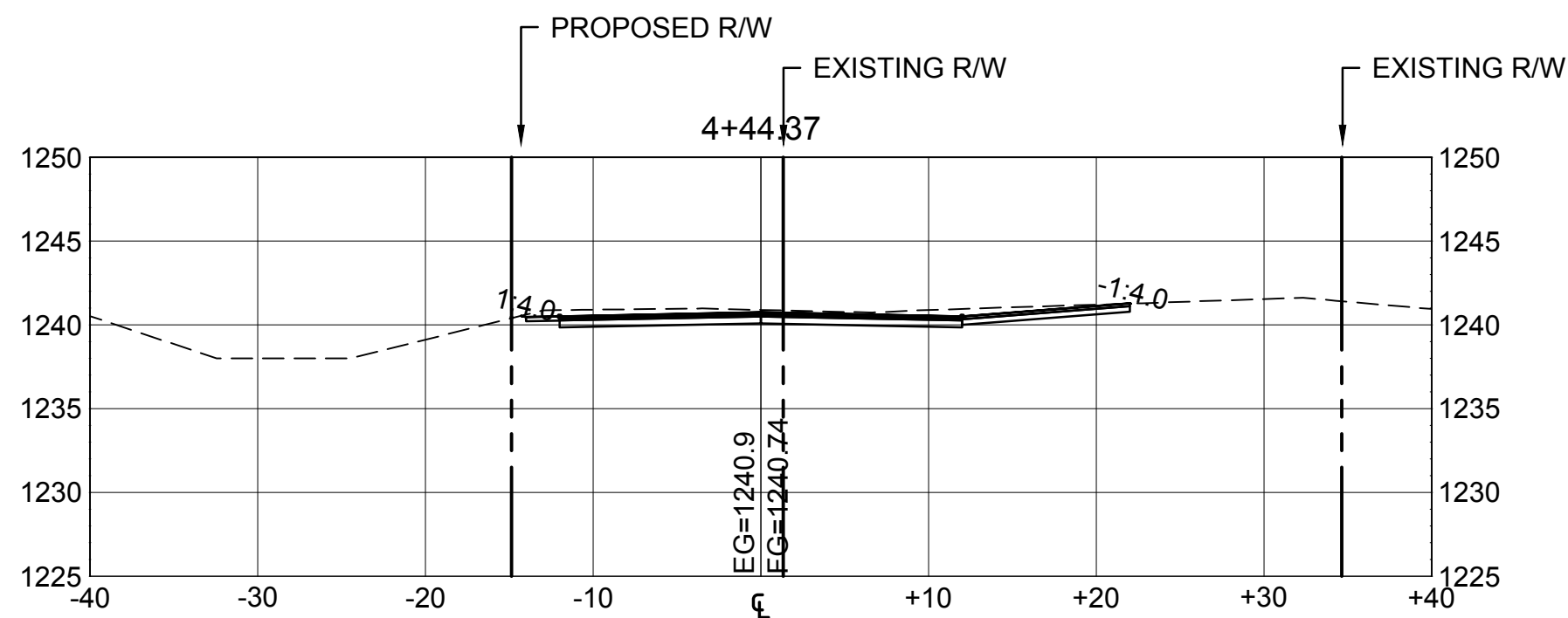
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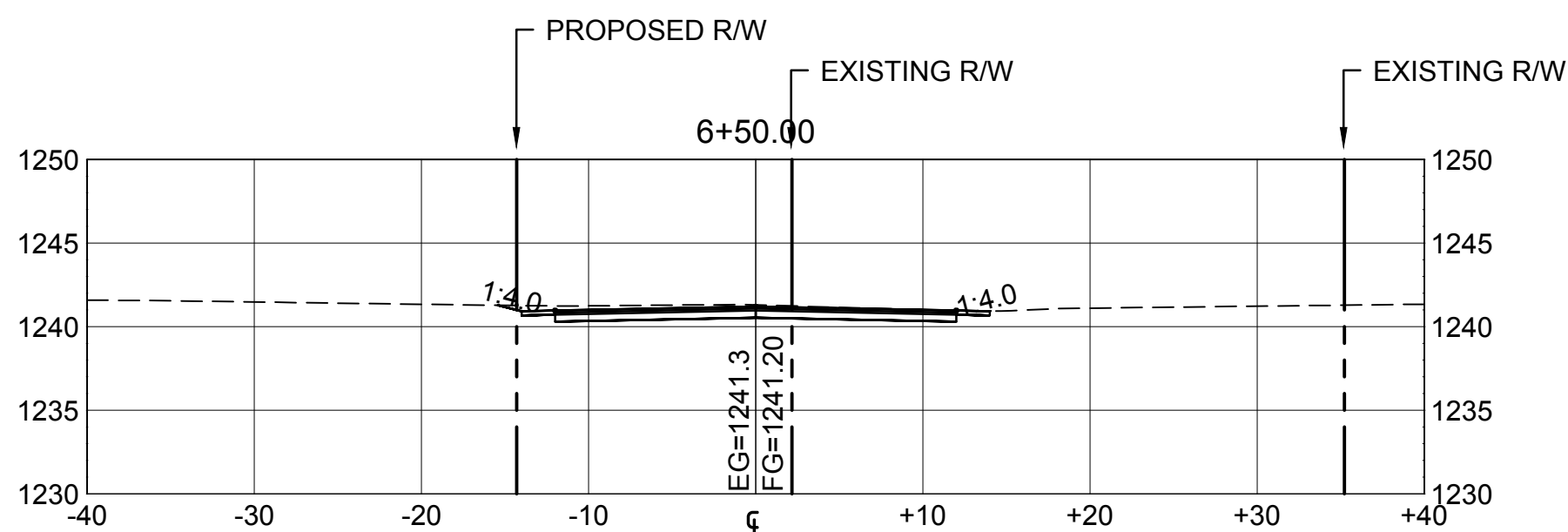
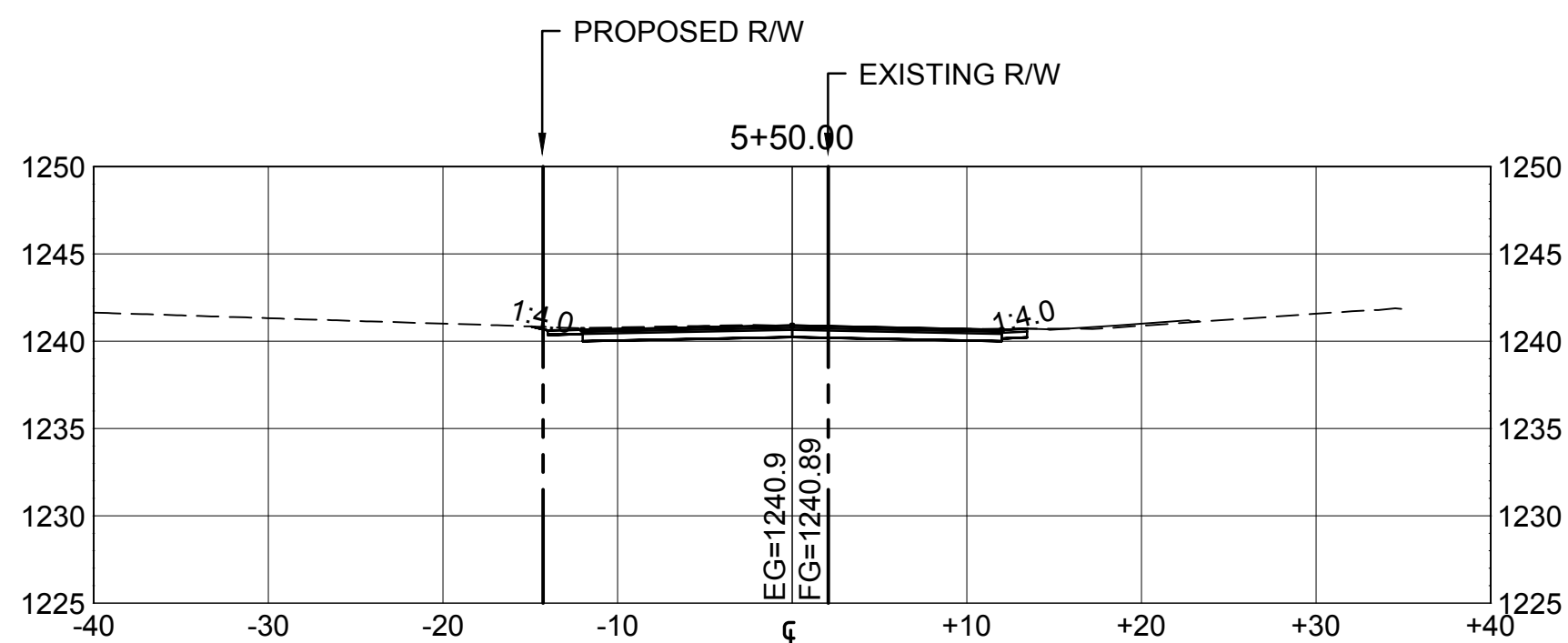
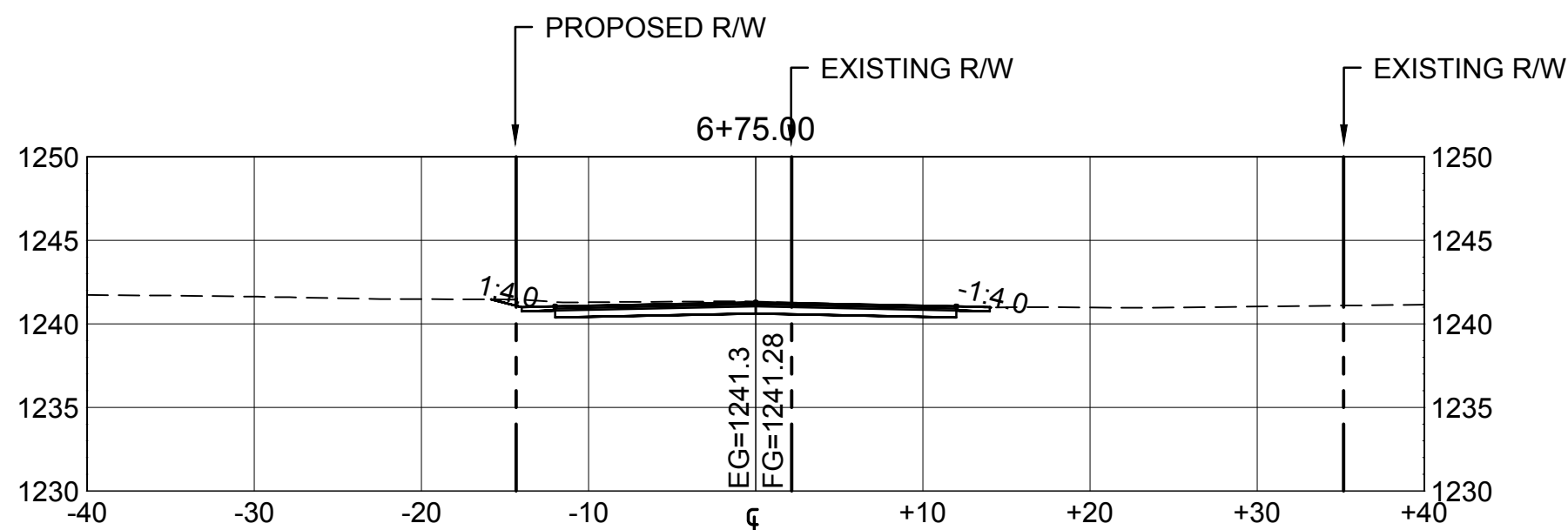
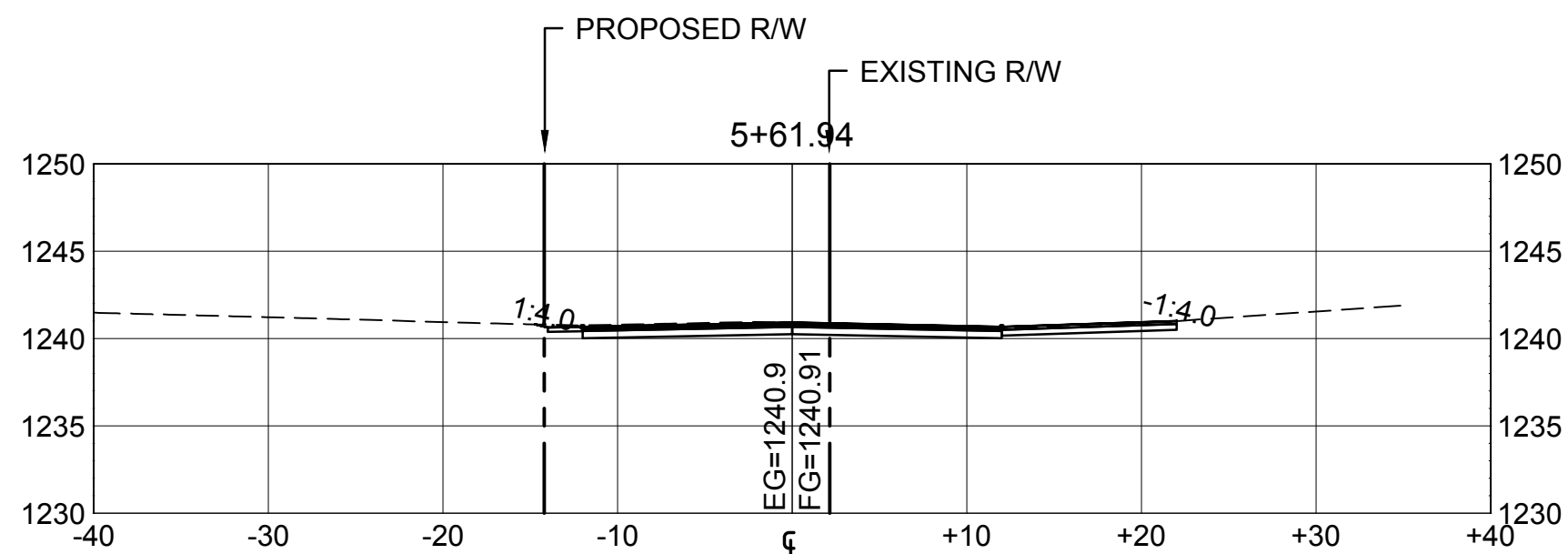
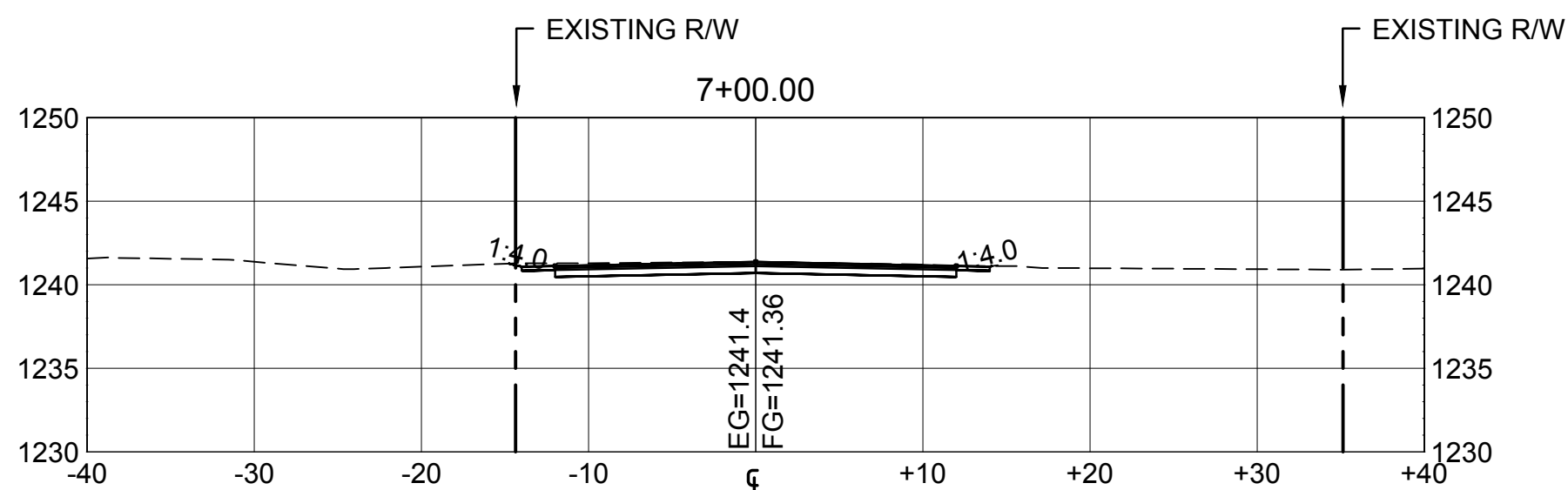
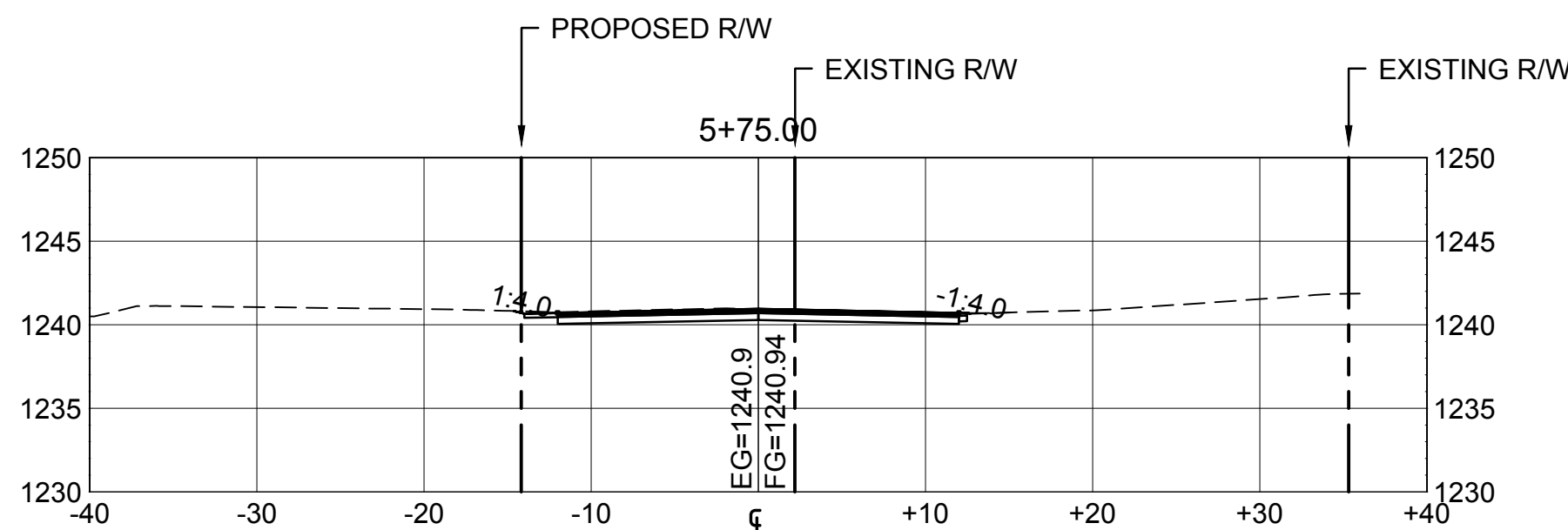
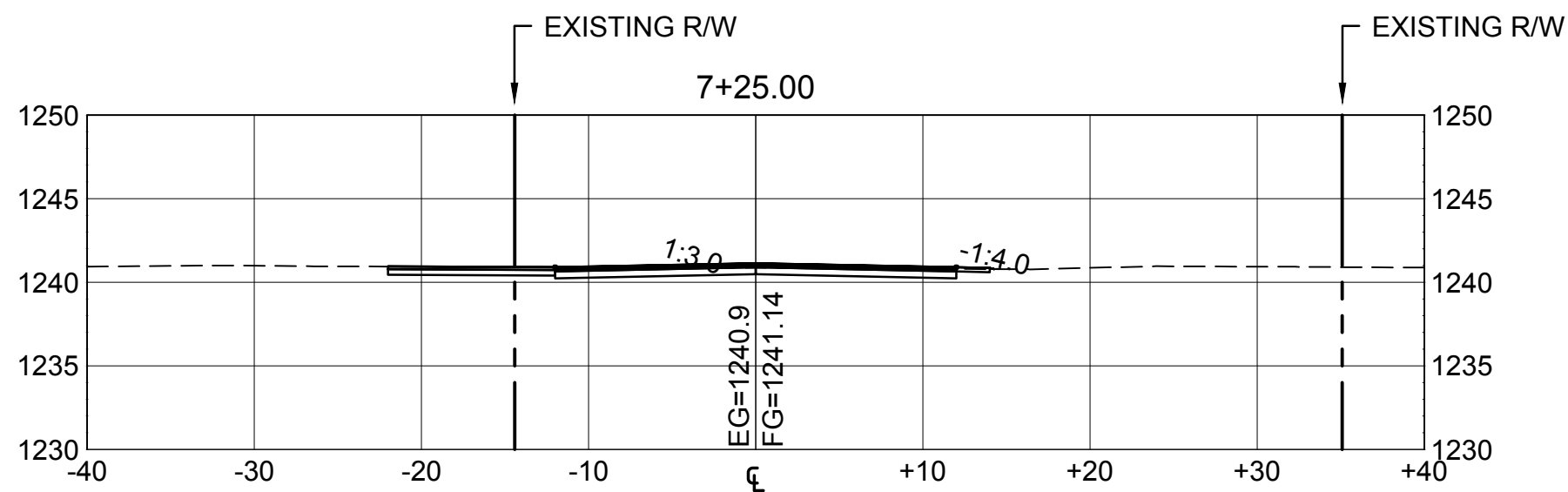
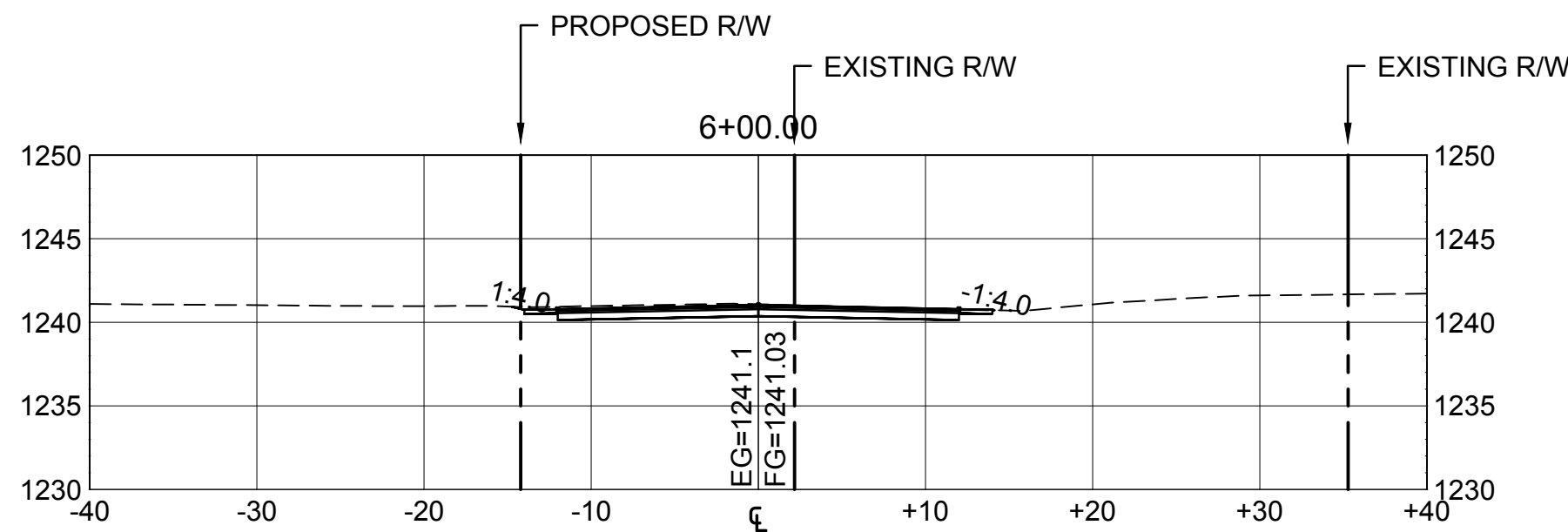
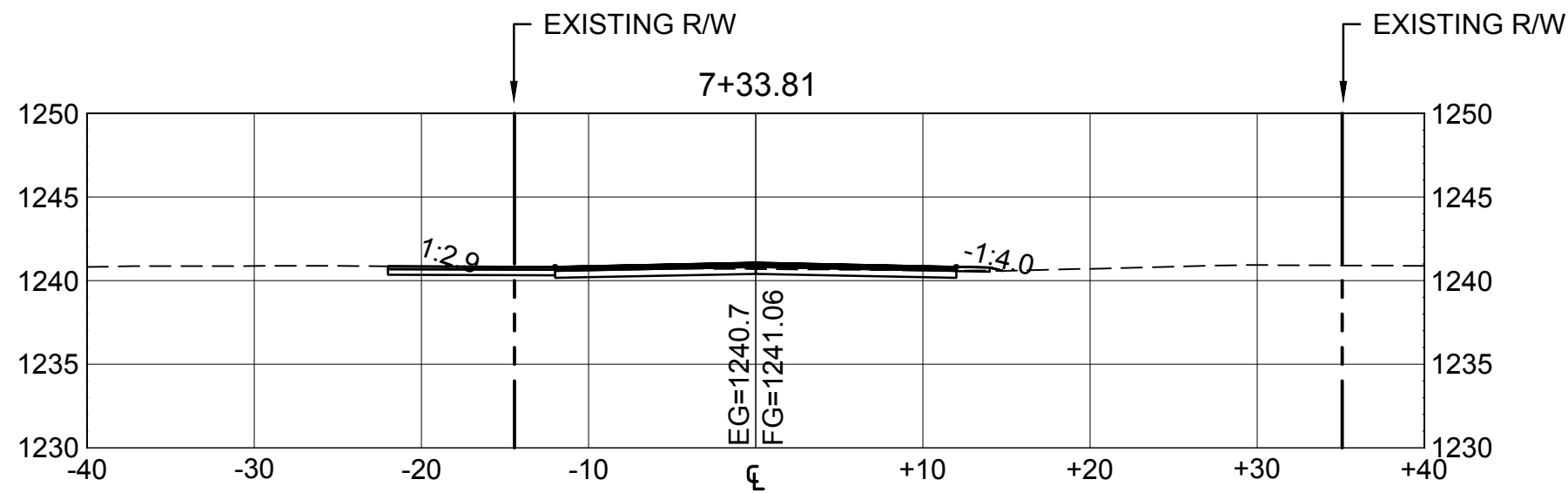
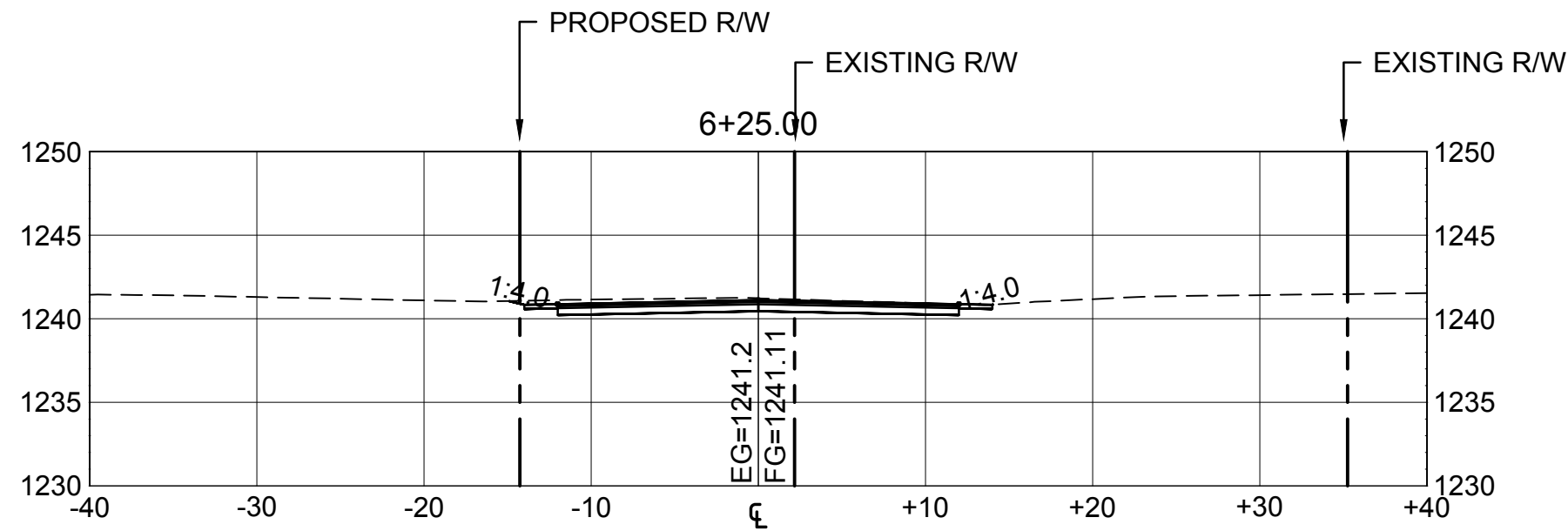
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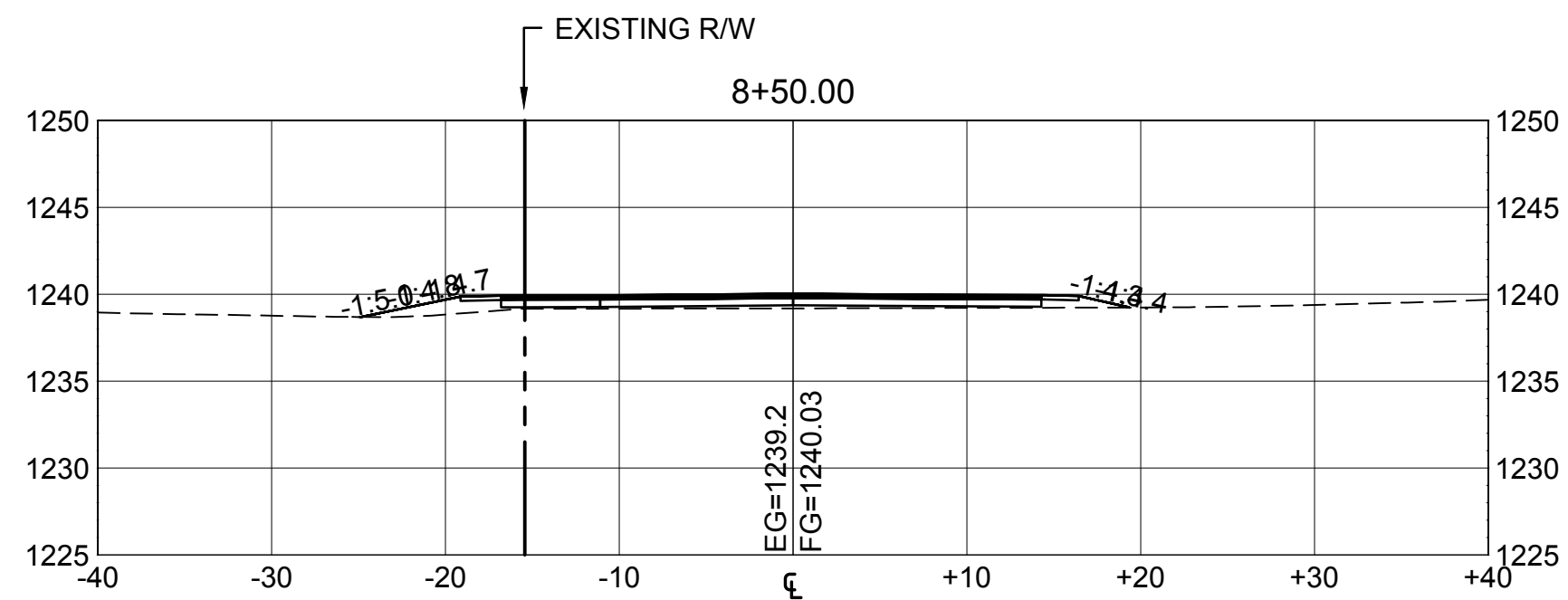
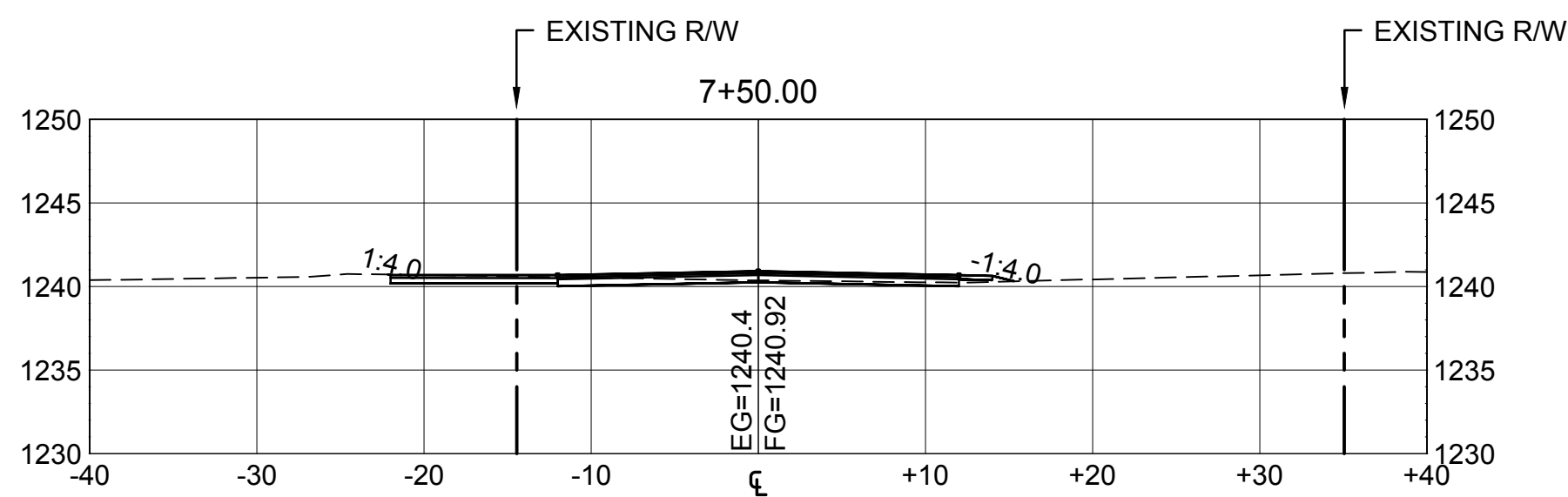
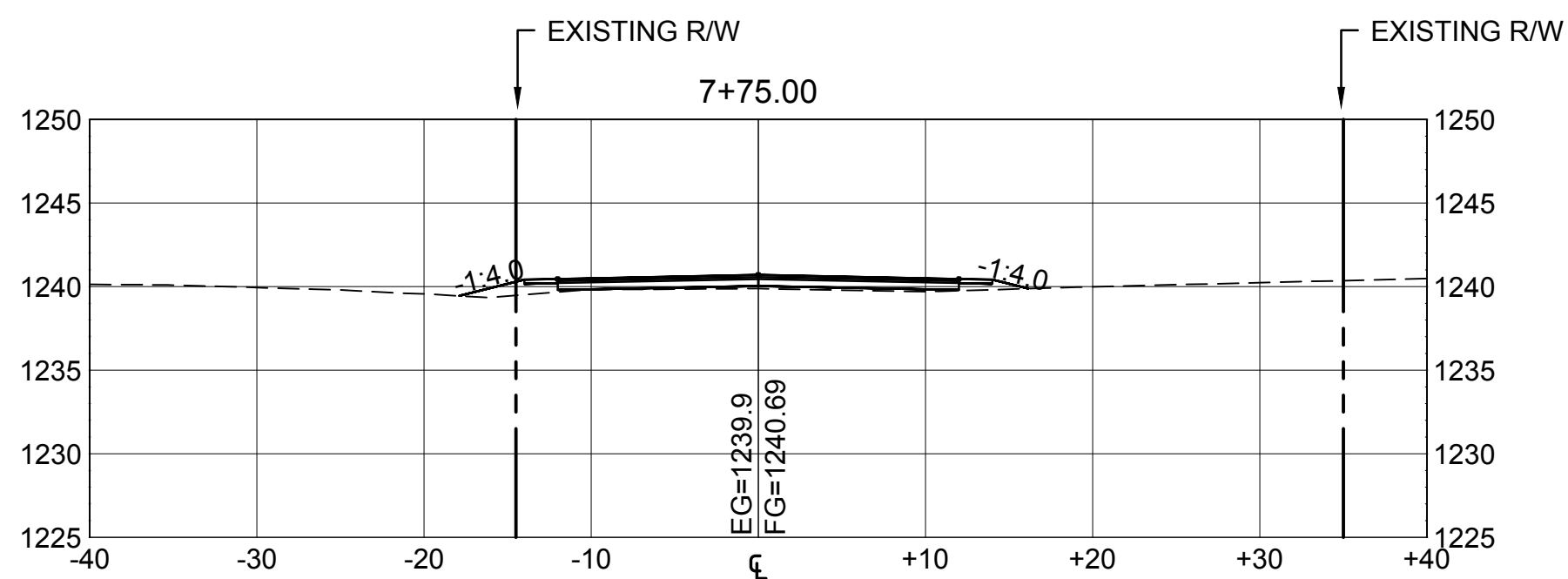
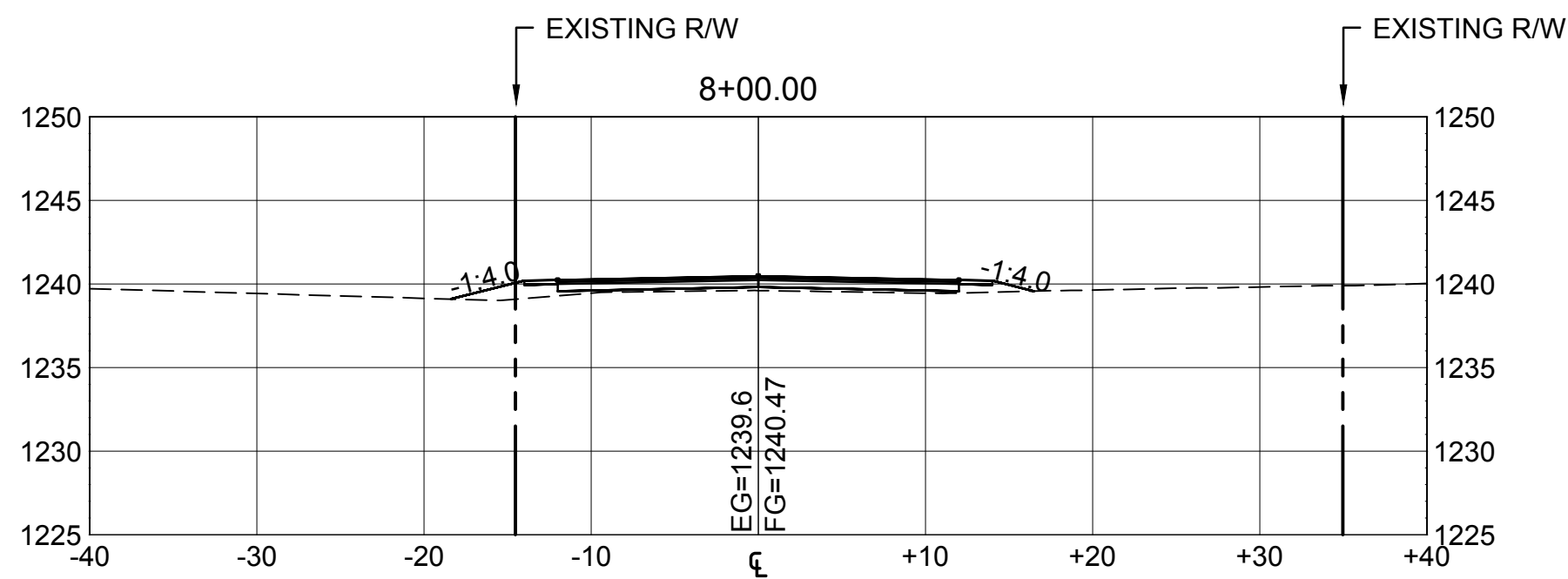
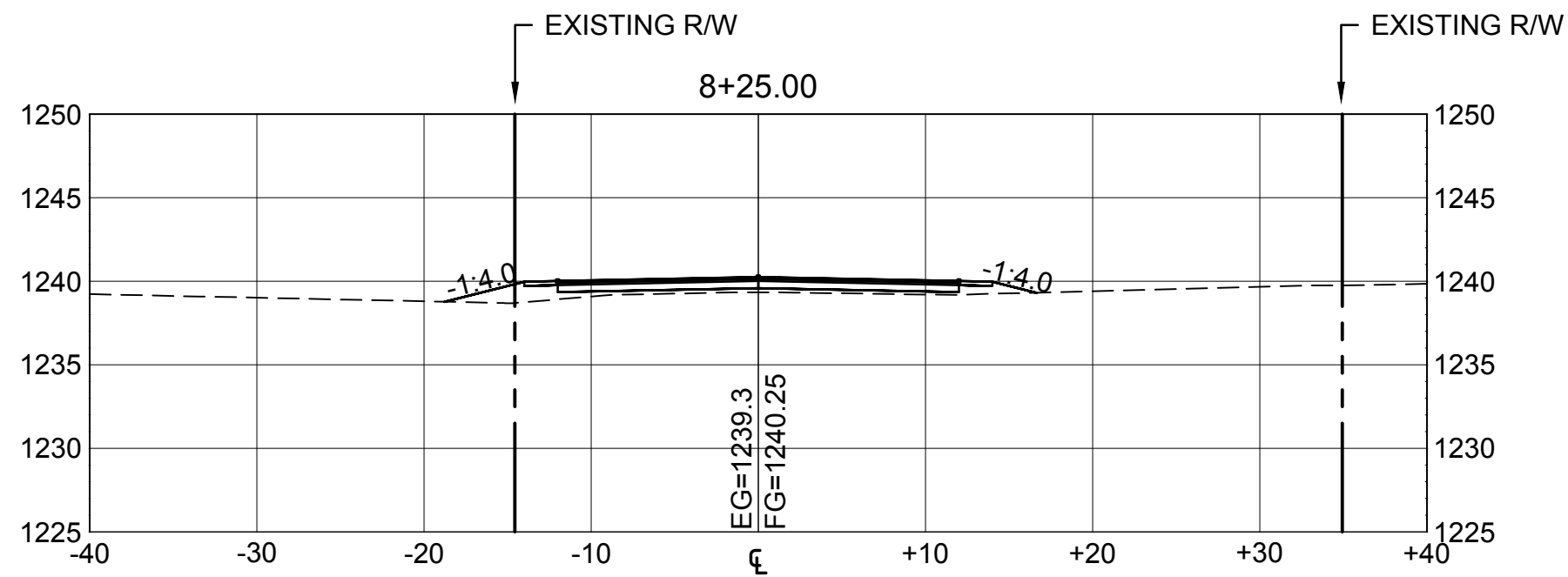
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

*David S. Reese*  
DAVID S. REESE DATE: 08/17/19 LIC. NO. 23432

DATE	REVISION DESCRIPTION	BY

DATE: SEPTEMBER 2019  
SCALE: AS SHOWN  
DRAWN BY: JWR  
CHECKED BY: DSR  
JOB NUMBER: 0107B0162.000

DAGGETT BAY ROAD SANITARY SEWER EXTENSION  
CITY OF CROSSLAKE  
CROSSLAKE, MN  
**CROSS SECTIONS**



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

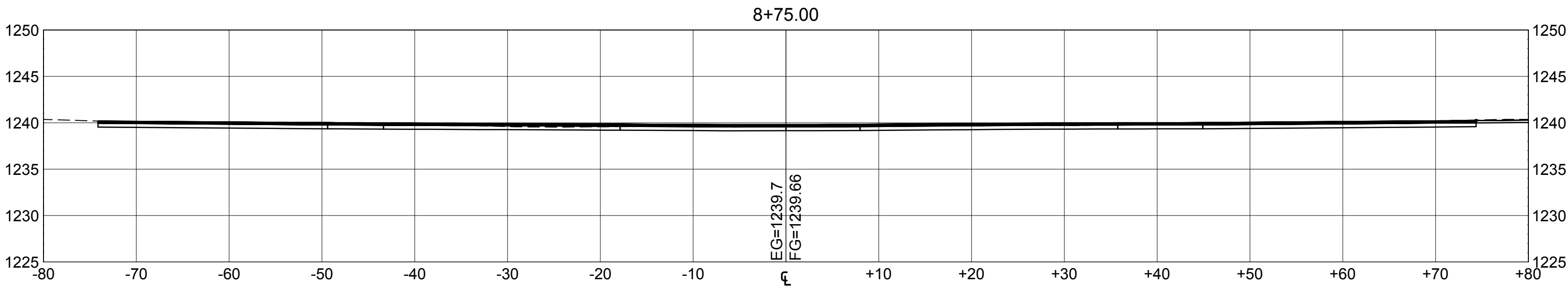
*David S. Reese*  
DAVID S. REESE DATE: 09/17/19 LIC. NO. 23432

DATE	REVISION	DESCRIPTION	BY

DATE: SEPTEMBER 2019  
SCALE: AS SHOWN  
DRAWN BY: JWR  
CHECKED BY: DSR  
JOB NUMBER: 0107B0162.000

DAGGETT BAY ROAD SANITARY SEWER EXTENSION  
CITY OF CROSSLAKE  
CROSSLAKE, MN  
**CROSS SECTIONS**

SHEET NO.  
**C10.05**



CUT/FILL VOLUME TABLE		
ITEM	VALUE	
CUT VOLUME (UNADJUSTED)	488	CU.YD
FILL VOLUME (UNADJUSTED)	116	CU.YD
CUT FACTOR	1.0	
FILL FACTOR	1.4	
ADJUSTED CUT VOLUME [CUT VOLUME x CUT FACTOR]	488	CU.YD
ADJUSTED FILL VOLUME [FILL VOLUME x FILL FACTOR]	162	CU.YD
TOTAL CUT/FILL VOLUME (NEGATIVE NUMBER DENOTES EXCESS VOLUME, POSITIVE NUMBER DENOTES SURPLUS VOLUME)	-326	CU.YD

DATE	REVISION	DESCRIPTION	BY

DATE: SEPTEMBER 2019	AS SHOWN
SCALE: JWR	DSR
DRAWN BY: JWR	DSR
CHECKED BY: JWR	DSR
JOB NUMBER: 0107B0162.000	

DAGGETT BAY ROAD SANITARY SEWER EXTENSION

CITY OF CROSSLAKE

CROSSLAKE, MN

CROSS SECTIONS



CITY OF CROSSLAKE  
RESOLUTION NO. 19-\_\_\_\_\_

RESOLUTION ACCEPTING BID

WHEREAS, pursuant to a resolution passed by the council September 24, 2019 approving plans and specifications for extending sanitary sewer and improving Daggett Bay Road and a portion of Brook Street, the City has selected a contractor who has been qualified by Sourcewell as a competitive low bidder. As such, the City will forego any further statutory requirements regarding the bidding process.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CROSSLAKE, MINNESOTA:

1. The mayor and clerk are hereby authorized and directed to enter into a contract with Hytec Construction, Inc. of Brainerd, MN in the name of the city of Crosslake for the improvement of Daggett Bay Road and a portion of Brook Street between CSAH 66 and Brook Street and a portion of Brook Street north and south of the intersection with Daggett Bay Road according to the plans and specifications therefor approved by the city council and on file in the office of the city clerk.

Adopted by the city council this 24th day of September 2019.

\_\_\_\_\_  
David Nevin, Mayor

\_\_\_\_\_  
Charlene Nelson, City Clerk

CITY OF CROSSLAKE  
RESOLUTION NO. 19-\_\_\_\_\_

RESOLUTION DECLARING COST TO BE ASSESSED, AND ORDERING PREPARATION  
OF PROPOSED ASSESSMENT

WHEREAS, a contract has been let for extending sanitary sewer and improving Daggett Bay Road and a portion of Brook Street between CSAH 66 and Brook Street and a portion of Brook Street north and south of the intersection with Daggett Bay Road and the contract for such improvement is \$191,700, and the expenses incurred or to be incurred in the making of such improvement amount to \$34,600 so that the total cost of the improvement will be \$226,300.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CROSSLAKE, MINNESOTA:

1. The portion of the cost of such improvement to be paid by the city is hereby declared to be \$149,009 and the portion of the cost to be assessed against benefited property owners is declared to be \$77,291.
2. Assessments shall be payable in equal annual installments extending over a period of 10 years, the first of the installments to be payable on or before the first Monday in January 2020, and shall bear interest at the rate of 4 percent per annum from the date of the adoption of the assessment resolution.
3. The city clerk, with the assistance of the city engineer (consulting engineer), shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he/she shall file a copy of such proposed assessment in his/her office for public inspection.
4. The clerk shall upon the completion of such proposed assessment, notify the council thereof.

Adopted by the council this 24th day of September 2019.

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David Nevin, Mayor

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Charlene Nelson, City Clerk

PROJECT:  
MUNICIPAL PROJECT NUMBER:  
PROJECT LOCATION:

DAGGETT BAY ROAD SANITARY SEWER EXTENSION  
CROSSLAKE, MN

INTEREST RATE:  
DAYS BEFORE FIRST YEA  
YEARS:  
FIRST YEAR OF ASSESSM

4.00%  
69  
10  
2020

Number of Individual Assessments: 7

ASSESSMENT ROLL

R.E. CODE	PROPERTY ADDRESS	FEE OWNER	ADDRESS	CITY, STATE, ZIP	TAX PAYER	ADDRESS	CITY, STATE, ZIP	SECTION	TOWN SHIP	RANGE	PLAT/ACRES	LEGAL	ASSESSMENT TERM	ROAD	SANITARY SEWER	TOTAL ASSESSMENT	PREPAYMENT	CERTIFIED AMOUNT
120162200BA0009	13888 DAGGETT BAY ROAD	CITY OF CROSSLAKE	37028 COUNTY ROAD 66	CROSSLAKE, MN 56442	CITY OF CROSSLAKE	37028 COUNTY ROAD 66	CROSSLAKE, MN 56442	16	137	27	7.05 Acres	S 396.11 FT OF N 656.8 FT OF NW1/4 OF NW1/4 LYING ELY OF ELY ROW LINE OF CSAH #66 & W/LY OF 1ST ADDN TO DAGGETT BAY.	10	\$24,568.00	\$30,710.00	\$55,278.00		\$55,278.00
141990010050009	13978 DAGGETT BAY ROAD	ERICKSON, DALE L	1216 CYPRESS LN	ELK GROVE VILLAGE, IL 60007	ERICKSON, DALE L	1216 CYPRESS LN	ELK GROVE VILLAGE, IL 60007	16	137	27	0.64 Acres	LOT 5 BLOCK 1, 1ST ADDN TO DAGGETT BAY	10	\$1,951.00	\$0.00	\$1,951.00		\$1,951.00
142270010010009	36846 COUNTY ROAD 66	GUTTORMSON, STEVEN R	37116 MILINDA SHORES RD	CROSSLAKE, MN 56442	GUTTORMSON, STEVEN R	37116 MILINDA SHORES RD	CROSSLAKE, MN 56442	16	137	27	0.46 Acres	LOT 1 BLOCK 1, WHITE PINE TERRACE	10	\$1,403.00	\$0.00	\$1,403.00		\$1,403.00
142270020010009	13931 DAGGETT BAY RD	GUTTORMSON, ARNOLD & LUCY	13931 DAGGETT BAY RD	CROSSLAKE, MN 56442	GUTTORMSON, ARNOLD & LUCY (LIFE EST) STEVE & CINDY GUTTORMSON-CONT BUYER	13931 DAGGETT BAY RD	CROSSLAKE, MN 56442	16	137	27	0.51 Acres	LOT 1 BLOCK 2, WHITE PINE TERRACE	10	\$1,555.00	\$0.00	\$1,555.00		\$1,555.00
142270020070009	13959 DAGGETT BAY RD	HANKEL, DARYL E	35795 RED PINE RD	CROSSLAKE, MN 56442	HANKEL, DARYL E	35795 RED PINE RD	CROSSLAKE, MN 56442	16	137	27	0.69Acres	LOT 7 BLOCK 2, WHITE PINE TERRACE	10	\$2,104.00	\$0.00	\$2,104.00		\$2,104.00
141210000110009	36886 BROOK ST	PEPSKI, JEFFREY A TRUST	3630 YUMA LN N	PLYMOUTH, MN 55446	PEPSKI, JEFFREY A TRUST	3630 YUMA LN N	PLYMOUTH, MN 55446	16	137	27	0.64Acres	LOT 11, DAGGETT BAY	10	\$0.00	\$7,500.00	\$7,500.00		\$7,500.00
141210000120009	36868 BROOK ST	DALLMANN, KURT & LERAE & TODD & DONNA LEIN	2820 135TH AVE NW	ANDOVER, MN 55304	DALLMANN, KURT & LERAE & TODD & DONNA LEIN	2820 135TH AVE NW	ANDOVER, MN 55304	16	137	27	0.61Acres	LOT 12, DAGGETT BAY	10	\$0.00	\$7,500.00	\$7,500.00		\$7,500.00

TOTALS:

\$31,581.00

\$45,710.00

\$77,291.00

\$0.00

\$77,291.00



CITY OF CROSSLAKE  
RESOLUTION NO. 19-\_\_\_\_\_

RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, by a resolution passed by the council on September 24, 2019, the city clerk was directed to prepare a proposed assessment of the cost of extending sanitary sewer and improving Daggett Bay Road and a portion of Brook Street between CSAH 66 and Brook Street and a portion of Brook Street north and south of the intersection with Daggett Bay Road, and

WHEREAS, the clerk has notified the council that such proposed assessment has been completed and filed in his/her office for public inspection,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CROSSLAKE, MINNESOTA:

1. A hearing shall be held at 6:00 p.m. on October 24, 2019 in the city hall located at 37028 County Road 66, Crosslake, MN to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he/she shall state in the notice the total cost of the improvement. He/She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the council this 24<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
David Nevin, Mayor

\_\_\_\_\_  
Charlene Nelson, City Clerk

6.

September 18, 2019



Honorable Mayor and City Council  
City of Crosslake  
37028 County Road 66  
Crosslake, MN 56442

Brainerd/Baxter  
7804 Industrial Park Road  
PO Box 2720  
Baxter, MN 56425-2720

218.829.5117  
218.829.2517  
Brainerd@wsn.us.com  
WidsethSmithNolting.com

**RE: *Proposal for Professional Services***  
***Daggett Bay Road Improvements – Design and Construction Services***

Dear Mayor and Council Members:

Widseth Smith Nolting is providing this letter agreement for consideration of the City Council related to the preparation of plans, specifications, and contract bidding documents that will be needed for the proposed Daggett Bay Road Improvements. This agreement also provides an estimate of the construction phase engineering services that will be needed during construction. The agreement is based on the improvements described at the public hearing attended by Council members and residents abutting Daggett Bay Road and Brook Street on September 9, 2019 and City Council resolution authorizing preparation of plans and specifications. The start date for construction is planned this Fall to coincide with the City Hall Admin/PD construction.

**Proposed Scope of Services – Design and Bidding Phase**

1. A topographic survey will be completed for design purposes.
2. Geometric roadway design will be completed based on the design concept approved by the Public Works Commission and City Council, and plan/profile alignment drawings will be prepared with cross-sections.
3. We anticipate all proposed roadway improvements will be located within existing right-of-way.
4. Sanitary sewer main and service details will be prepared in accordance with the City Standards.
5. No wetland impacts or permitting is anticipated.
6. Special Provisions (technical specifications) and General Contract Provisions will be prepared by WSN using EJCDC 2018 Edition documents.
7. The completed documents will be provided to Hytec Construction, the City's Sourcwell selected contractor meeting the State bidding requirements. We will answer their questions and interpret the plans and specifications.
8. The City Council will need to consider Hytec's cost proposal when received by the City and then act upon a resolution accepting the costs prior to moving forward to construction.
9. We will submit the Sanitary Sewer Extension Permit application to the MPCA on the City's behalf. The City will be responsible for the permit fee of \$310.00.

This project will be assessed based on the Ch. 429 Special Assessments and is a City-initiated project.

WSN has completed the Feasibility Study that was authorized by the City Council. The WSN fees proposed to complete the Design and Bidding Phase Services outlined above total **\$15,000**. These design fees include WSN staff time and expenses.

**Proposed Scope of Services – Construction Phase**

10. We will review Contractor shop drawings and material submittals.
11. We will provide construction staking necessary for the Contractor to construct the improvements in conformance with the contract documents.
12. We will interpret the Special Provisions and Contract Documents and provide Construction Administration services on behalf of the City.





13. We will observe the construction at critical phases as it progresses for reviewing conformance with the approved plans and specifications.
14. We will review payment requests and recommend payments to the City.
15. We will assist the City with standard project close-out and prepare record (as-built) drawings of sanitary sewer utilities.
16. We will facilitate the final assessment hearing and prepare the assessment roll for City approval and certification to the County.

We propose to complete the Construction Phase Services for the scope of work described above, including our time and expenses, for **\$16,000**, and anticipating the Contractor will complete the project by June 30, 2020.

WSN fees will be billed on an hourly basis in accordance with our Fee Schedule that is in effect when the work is completed. We have attached a copy of our 2019 Fee Schedule. The attached General Provisions are a part of this proposal agreement. The WSN fees for these phases of the project are estimated to be **\$31,000**. If the City is agreeable to this proposal, please sign and return one copy to us as our notice to proceed. Thank you for this opportunity to provide our services to the City of Crosslake.

Very truly yours,

**Widseth Smith Nolting**

A blue ink signature of David S. Reese, written in a cursive style.

David S. Reese, P.E.  
Civil Engineer | Vice-President

Attachments: General Provisions of Professional Services Agreement  
2019 WSN Fee Schedule

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**Proposed by Widseth Smith Nolting**

A blue ink signature of Timothy T. Ramerth, written in a cursive style.

Timothy T. Ramerth, Vice President

**Accepted by City of Crosslake:** The above proposal is satisfactory and WSN is authorized to do the work as specified and in accordance with the attached General Conditions. Payment will be made monthly in accordance with the terms on the attached fee schedule.

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David Nevin, Mayor

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Date

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Mike Lyonais, City Administrator

---

Date

# WIDSETH SMITH NOLTING



## 2019 FEE SCHEDULE

CLASSIFICATION	HOURLY RATE
<b><u>Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer</u></b>	
Level I	\$105.00
Level II	\$125.00
Level III	\$152.00
Level IV	\$165.00
Level V	\$180.00
<b><u>Technician</u></b>	
Level I	\$ 70.00
Level II	\$ 88.00
Level III	\$105.00
Level IV	\$120.00
Level V	\$132.00
Computer Systems Specialist	\$130.00
Senior Funding Specialist	\$120.00
Marketing Specialist	\$100.00
Funding Specialist	\$ 90.00
Administrative Assistant	\$ 63.00

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>94GH:551 \$E7 I 4;?! #19</i>	Cost
Meals/Lodging	Cost
Stakes & Expendable Materials	\$40.00/Day
Waste Water Sampler	\$60.00/Day
ISCO Flow Recorder	\$80.00/Day
Photoionization Detection Meter	\$50.00/Day
Explosimeter	\$35.00/Day
Product Recovery Equipment	\$75.00/Hour
Survey-Grade GPS (Global Positioning System)	\$150.00/Day
Mapping GPS (Global Positioning System)	\$100.00/Day
ATV	\$200.00/Day
ATV w/ Tracks	\$35.00/Hour
Soil Drilling Rig	\$75.00/Day
Groundwater Sampling Equipment	Cost Plus 10%
Subcontractors	

Reproduction Costs	RATE
Black & White Copies: 8 1/2 x 11	\$0.10
Black & White Copies: 11 x 17	\$0.50
Black & White Copies: 24 x 36	\$3.00
Color Copies: 8 1/2 x 11	\$2.00
Color Copies: 11 x 17	\$4.00
Color Copies: 24 x 36	\$12.00
Color Plots: 42 x 48	\$22.00

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.



# General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting, a Minnesota Corporation, hereinafter referred to as WSN, and a CLIENT, wherein the CLIENT engages WSN to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WSN Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WSN.

## ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WSN shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

## ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

If WSN is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

## ARTICLE 3. COMPENSATION TO WSN

A. Compensation to WSN for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WSN's services shall apply to all or parts of a work scope where WSN's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on an estimated percentage of completion of WSN's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WSN's services shall apply to all or parts of a work scope where WSN's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WSN shall be paid for the actual hours worked on the Project by WSN technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WSN's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WSN to CLIENT upon which to base periodic payments to WSN.
3. In addition to the foregoing, WSN shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
  - (a) Travel and subsistence.
  - (b) Specialized computer services or programs.
  - (c) Outside professional and technical services with cost defined as the amount billed WSN.
  - (d) Identifiable reproduction and reprographic costs.
  - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WSN in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WSN shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WSN may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WSN has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WSN shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WSN's resumption of services, the time for performance of WSN's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.



## ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WSN. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WSN to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WSN under this Agreement except for payment of an amount for WSN's anticipated profit on the value of the services not performed by WSN and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WSN shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

## ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WSN or its consultants are Instruments of Service and shall remain the property of WSN or its consultants, respectively. WSN and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WSN and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WSN shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WSN shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WSN for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WSN. CLIENT shall indemnify, defend and hold harmless WSN from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WSN. This indemnity shall survive the termination of this Agreement.

Should WSN choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WSN. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WSN makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

## ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WSN to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WSN.

## ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WSN may use any CLIENT provided information in performing its services. WSN shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WSN finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WSN shall endeavor to notify the CLIENT. However, WSN shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

## ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WSN's experience and qualifications and represent WSN's judgment as an experienced design professional. It is recognized, however, that WSN does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WSN's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WSN does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WSN to CLIENT hereunder.

## ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WSN's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WSN is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WSN will not be responsible for, and CLIENT shall indemnify and hold WSN, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WSN, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WSN has undertaken or assumed under this Agreement.

## ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WSN may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WSN's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WSN's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WSN's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

## ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WSN's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WSN's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WSN has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.



#### **ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

If included in the scope of services, WSN will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

#### **ARTICLE 13. CONSTRUCTION OBSERVATION**

If included in the scope of services, WSN will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WSN to become generally familiar with the Work. WSN shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WSN shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WSN shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WSN that are connected with the performance of such services.

#### **ARTICLE 14. BETTERMENT**

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

#### **ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

WSN shall not be required to sign any documents, no matter by who requested, that would result in WSN having to certify, guarantee or warrant the existence of conditions whose existence WSN cannot ascertain. CLIENT agrees not to make resolution of any dispute with WSN or payment of any amount due to WSN in any way contingent upon WSN signing such certification.

#### **ARTICLE 16. CONTINGENCY FUND**

CLIENT and WSN agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WSN, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WSN with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

#### **ARTICLE 17. INSURANCE**

WSN shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WSN shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WSN is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

#### **ARTICLE 18. ASSIGNMENT**

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WSN as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

#### **ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WSN or CLIENT. WSN's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WSN because of this Agreement.

#### **ARTICLE 20. CORPORATE PROTECTION**

It is intended by the parties to this Agreement that WSN's services in connection with the Project shall not subject WSN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WSN, a Minnesota corporation, and not against any of WSN's individual employees, officers or directors.

#### **ARTICLE 21. CONTROLLING LAW**

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

#### **ARTICLE 22. ASSIGNMENT OF RISK**

In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed WSN's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

#### **ARTICLE 23. NON-DISCRIMINATION**

WSN will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

#### **ARTICLE 24. SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WSN. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

#### **ARTICLE 25. PRE-LIEN NOTICE**

Pursuant to the Agreement WSN will be performing services in connection with improvements of real property and may contract with subconsultants or subcontractors as appropriate to furnish labor, skill and/or materials in the performance of the work. Accordingly, CLIENT is entitled under Minnesota law to the following Notice:

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for its contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

September 12, 2019

Honorable Mayor and City Council  
City of Crosslake  
37028 County Road 66  
Crosslake, MN 56442



Brainerd/Baxter  
7804 Industrial Park Road  
PO Box 2720  
Baxter, MN 56425-2720

218.829.5117  
218.829.2517

Brainerd@wsn.us.com

WidsethSmithNolting.com

**RE: *Proposal for Professional Services  
Perkins Road and Trail Improvements – Design and Construction Phase  
Services***

Dear Mayor and Council Members:

Widseth Smith Nolting is providing this letter agreement for consideration of the City Council related to the preparation of plans, specifications, and contract bidding documents that will be needed for the proposed Perkins Road and Trail Improvements. This agreement also provides an estimate of the construction phase engineering services that will be needed during construction. The agreement is based on the improvements described at the public informational meeting attended by Council members and residents abutting Perkins Road on August 23, 2019. The potential for City utilities and/or utility extensions has been considered and none are planned for this project area for the foreseeable future. The tentative completion date for the project is June 30, 2020.

**Proposed Scope of Services – Design and Bidding Phase**

1. A topographic survey of the selected road corridor will be completed for design purposes.
2. Geometric roadway design will be completed based on the design concept approved by the Public Works Commission and City Council, and plan/profile alignment drawings will be prepared with cross-sections.
3. We anticipate all proposed roadway and trail improvements will be located within existing right-of-way and area leased from the Corps of Engineers.
4. No wetland impacts or permitting is anticipated.
5. Special Provisions (technical specifications), General Contract Provisions, and other required standard bidding documents will be prepared by WSN using EJCDC 2018 Edition documents.
6. The completed bidding documents will be publicly advertised after the City has reviewed and approved the plans. We will answer bidder questions, issue Addenda as needed, and assist with the bid opening.
7. We will prepare a Bid Tabulation and make a recommendation for award of the Contract based on the outcome of the bidding process.

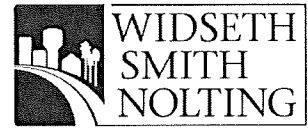
This project will be assessed based on the contract assessments prepared by the City Attorney. This project is not being completed per Ch. 429 process as the City Council is aware of; approximately 50% of the project cost, based on the engineering estimate, is being assessed and the City is responsible for the remaining 50%.

The WSN fees proposed to complete the Design and Bidding Phase Services outlined above total **\$52,000**. These design fees include WSN staff time and expenses. WSN has completed the Preliminary Right-of-Way Plat and preliminary engineering for this project and currently, of the above budgeted amount, has completed approximately \$22,500 (43%) of the Design/Bidding Phase.

**Proposed Scope of Services – Construction Phase**

8. We will submit construction materials (aggregates and bituminous mixtures) to a certified material testing firm for quality assurance. We estimate the cost of testing to be approximately \$3,000-4,000, which will be billed separately by the testing firm to the City.
9. We will review Contractor shop drawings and material submittals.





10. We will provide construction staking necessary for the Contractor to construct the improvements in conformance with the contract documents.
11. We will interpret the Special Provisions and Contract Documents and provide Construction Administration services on behalf of the City.
12. We will observe the construction at critical phases as it progresses for reviewing conformance with the approved Plans and specifications.
13. We will review Contractor payment requests and recommend payments to the City.
14. We will assist the City with standard project close-out procedures. This proposal does not include preparation of record (as-built) drawings.

We propose to complete the Construction Phase Services for the scope of work described above, including our time and expenses, for **\$25,000**, and anticipating the Contractor will complete the project by June 30, 2020.

WSN fees will be billed on an hourly basis in accordance with our Fee Schedule that is in effect when the work is completed. We have attached a copy of our 2019 Fee Schedule. The attached General Provisions are a part of this proposal agreement. The total WSN fees for the proposed project are estimated to be **\$77,000**. If the City is agreeable to this proposal, please sign and return one copy to us as our notice to proceed. Thank you for this opportunity to provide our services to the City of Crosslake.

Very truly yours,

**Widseth Smith Nolting**

A handwritten signature in black ink, appearing to read "David S. Reese".

David S. Reese, P.E.  
Civil Engineer | Vice-President

Attachments: General Provisions of Professional Services Agreement  
2019 WSN Fee Schedule

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**Proposed by Widseth Smith Nolting**

A handwritten signature in black ink, appearing to read "Timothy T. Ramerth".

Timothy T. Ramerth, Vice President

**Accepted by City of Crosslake:** The above proposal is satisfactory and WSN is authorized to do the work as specified and in accordance with the attached General Conditions. Payment will be made monthly in accordance with the terms on the attached fee schedule.

---

David Nevin, Mayor

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Date

---

Mike Lyonais, City Administrator

---

Date

# WIDSETH SMITH NOLTING



## 2019 FEE SCHEDULE

CLASSIFICATION	HOURLY RATE
<b><u>Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer</u></b>	
Level I	\$105.00
Level II	\$125.00
Level III	\$152.00
Level IV	\$165.00
Level V	\$180.00
<b><u>Technician</u></b>	
Level I	\$ 70.00
Level II	\$ 88.00
Level III	\$105.00
Level IV	\$120.00
Level V	\$132.00
Computer Systems Specialist	\$130.00
Senior Funding Specialist	\$120.00
Marketing Specialist	\$100.00
Funding Specialist	\$ 90.00
Administrative Assistant	\$ 63.00

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <del>94¢/mi</del> <del>55¢/mi</del> <del>\$0.714/mi</del> <del>1.00/mi</del> <del>9</del>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
Waste Water Sampler	\$40.00/Day
ISCO Flow Recorder	\$60.00/Day
Photoionization Detection Meter	\$80.00/Day
Explosimeter	\$50.00/Day
Product Recovery Equipment	\$35.00/Day
Survey-Grade GPS (Global Positioning System)	\$75.00/Hour
Mapping GPS (Global Positioning System)	\$150.00/Day
ATV	\$100.00/Day
ATV w/ Tracks	\$200.00/Day
Soil Drilling Rig	\$35.00/Hour
Groundwater Sampling Equipment	\$75.00/Day
Subcontractors	Cost Plus 10%

Reproduction Costs	RATE
Black & White Copies: 8 1/2 x 11	\$0.10
Black & White Copies: 11 x 17	\$0.50
Black & White Copies: 24 x 36	\$3.00
Color Copies: 8 1/2 x 11	\$2.00
Color Copies: 11 x 17	\$4.00
Color Copies: 24 x 36	\$12.00
Color Plots: 42 x 48	\$22.00

**These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.**



# General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting, a Minnesota Corporation, hereinafter referred to as WSN, and a CLIENT, wherein the CLIENT engages WSN to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WSN Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WSN.

## ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WSN shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

## ARTICLE 2. SCOPE OF SERVICES

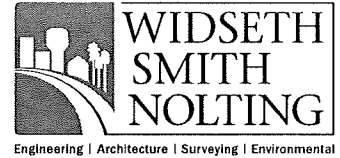
The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

If WSN is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

## ARTICLE 3. COMPENSATION TO WSN

- A. Compensation to WSN for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.
1. A Lump Sum method of payment for WSN's services shall apply to all or parts of a work scope where WSN's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on an estimated percentage of completion of WSN's services.
  2. A Percentage of Construction or an Hourly Rate method of payment of WSN's services shall apply to all or parts of a work scope where WSN's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WSN shall be paid for the actual hours worked on the Project by WSN technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WSN's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WSN to CLIENT upon which to base periodic payments to WSN.
  3. In addition to the foregoing, WSN shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
    - (a) Travel and subsistence.
    - (b) Specialized computer services or programs.
    - (c) Outside professional and technical services with cost defined as the amount billed WSN.
    - (d) Identifiable reproduction and reprographic costs.
    - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
  4. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WSN in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WSN shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WSN may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WSN has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WSN shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WSN's resumption of services, the time for performance of WSN's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.



## ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WSN. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WSN to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WSN under this Agreement except for payment of an amount for WSN's anticipated profit on the value of the services not performed by WSN and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WSN shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

## ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WSN or its consultants are Instruments of Service and shall remain the property of WSN or its consultants, respectively. WSN and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WSN and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WSN shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WSN shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WSN for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WSN. CLIENT shall indemnify, defend and hold harmless WSN from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WSN. This indemnity shall survive the termination of this Agreement.

Should WSN choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WSN. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WSN makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

## ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WSN to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WSN.

## ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WSN may use any CLIENT provided information in performing its services. WSN shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WSN finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WSN shall endeavor to notify the CLIENT. However, WSN shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

## ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WSN's experience and qualifications and represent WSN's judgment as an experienced design professional. It is recognized, however, that WSN does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WSN's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WSN does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WSN to CLIENT hereunder.

## ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WSN's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WSN is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WSN will not be responsible for, and CLIENT shall indemnify and hold WSN, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WSN, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WSN has undertaken or assumed under this Agreement.

## ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WSN may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WSN's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WSN's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WSN's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

## ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WSN's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WSN's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WSN has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.



#### ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WSN will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

#### ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WSN will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WSN to become generally familiar with the Work. WSN shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WSN shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WSN shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WSN that are connected with the performance of such services.

#### ARTICLE 14. BETTERMENT

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

#### ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WSN shall not be required to sign any documents, no matter by who requested, that would result in WSN having to certify, guarantee or warrant the existence of conditions whose existence WSN cannot ascertain. CLIENT agrees not to make resolution of any dispute with WSN or payment of any amount due to WSN in any way contingent upon WSN signing such certification.

#### ARTICLE 16. CONTINGENCY FUND

CLIENT and WSN agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WSN, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WSN with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

#### ARTICLE 17. INSURANCE

WSN shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WSN shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WSN is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

#### ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WSN as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

#### ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WSN or CLIENT. WSN's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WSN because of this Agreement.

#### ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WSN's services in connection with the Project shall not subject WSN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WSN, a Minnesota corporation, and not against any of WSN's individual employees, officers or directors.

#### ARTICLE 21. CONTROLLING LAW

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

#### ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed WSN's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

#### ARTICLE 23. NON-DISCRIMINATION

WSN will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

#### ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WSN. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

#### ARTICLE 25. PRE-LIEN NOTICE

Pursuant to the Agreement WSN will be performing services in connection with improvements of real property and may contract with subconsultants or subcontractors as appropriate to furnish labor, skill and/or materials in the performance of the work. Accordingly, CLIENT is entitled under Minnesota law to the following Notice:

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for its contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

**RESOLUTION NO. 19-\_\_\_\_\_  
CITY OF CROSSLAKE  
COUNTY OF CROW WING  
STATE OF MINNESOTA**

**RESOLUTION APPROVING COUNTY PROJECT WITHIN MUNICIPAL  
CORPORATE LIMITS**

WHEREAS, plans for Project No. S.A.P. 018-637-002 showing proposed Bituminous Surfacing of County State-Aid Highway No.37 within the limits of the City of Crosslake as a County Project have been prepared and presented to the City of Crosslake.

NOW, THEREFORE, BE IT RESOLVED: That said plans be in all things approved.

Dated this 24th, day of September, 2019.

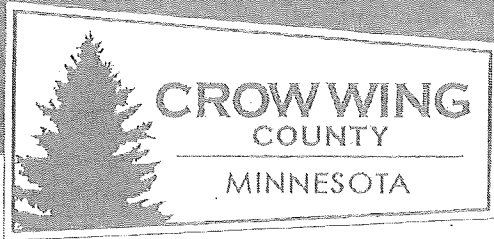
\_\_\_\_\_  
David Nevin, Mayor

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the City Council of Crosslake at a meeting therefore held in the City of Crosslake, Minnesota, on the 24th day of September, 2019, as disclosed by the records of said City in my possession.

\_\_\_\_\_  
Charlene Nelson, City Clerk

(Seal)



September 12, 2019

Crosslake City Hall  
Attn: Charlene Nelson  
37028 Co Rd 66  
Crosslake, MN 56442

Re: SAP 18-637-002  
CSAH 37 Project Approval

Dear Ms. Nelson,

Our department is currently working on the final plans for the above referenced project. Plans for bituminous surfacing, including a bypass lane at CSAH 36 and CSAH 37 as well as 6 foot paved shoulders, are nearly complete and construction is scheduled to take place in the spring/summer of 2020.

As this project is located within the city limits of Crosslake, it is appropriate and necessary to receive your support for this project. Enclosed, please find a resolution that we are requesting the City of Crosslake to act upon at its next council meeting and supply this office with a certified copy of such. If you would like a representative from the County Highway Department present at the appropriate council meeting, or have concerns relating to the project, please contact me at the number listed below.

Sincerely,

Jordan D. Larson  
Staff Engineer/Project Manager

EN: City Resolution  
SAP 018-637-002 Plan

Timothy V. Bray, P.E. County Engineer  
Robert Hall, P.E. Assistant County Engineer  
Highway Department  
16589 County Road 142  
Brainerd, MN 56401

Our Vision: Being Minnesota's favorite place.  
Our Mission: Serve well. Deliver value. Drive results.  
Our Values: Be responsible. Treat people right. Build a better future.

Office: (218) 824-1110  
Fax: (218) 824-1111  
[www.crowwing.us](http://www.crowwing.us)





**Frontier Precision, Inc.**  
10900 73rd Avenue North  
Maple Grove, MN 55369  
763.496.1366  
www.frontierprecision.com

**Quote**

Date: 09/12/2019 02:38 PM

Quote Number: 32842

Valid Until: 11/30/2019

Quotation by: Katy Rudolph

For questions, contact katyr@frontierprecision.com

**BILL TO:**

**City of Crosslake**  
Jon Kolstad

crosslakepz@crosslake.net (218) 692-2689

**SHIP TO:**

**City of Crosslake**  
Jon Kolstad

crosslakepz@crosslake.net (218) 692-2689

Product Details	Qty	Price	Total
<b>1. 88181-02 Trimble Geo 7x w/RangeFinder (Floodlight, NMEA)-WEHH 6.5</b>	1	\$7,196.00	\$7,196.00
Trimble Geo 7X handheld with rangefinder (Floodlight, NMEA) - WEHH 6.5 - Sub-meter accuracy			
<b>2. 50538-00 TerraSync Professional Software with GPS Pathfinder Office</b>	1	\$2,695.00	\$2,695.00
TerraSync Professional Software with GPS Pathfinder Office Software			
Sub Total:			<b>\$9,891.00</b>
Tax:			\$0.00
Shipping:			\$0.00
<b>Grand Total:</b>			<b>\$9,891.00</b>

**Special Notes:**

Shipping, handling, and applicable sales tax will be added to invoice.

**Terms and Conditions**

All invoices are in U.S. Dollars.

Payment terms are Net 30 day upon approved credit. We also accept VISA, MasterCard, American Express. Returns - A standard restocking fee of 20% will be charged for any returned equipment.

Shipping and handling charges are prepaid and added to invoice. Shipment will be made by UPS Ground unless otherwise specified, FOB shipping point.

**BILLS FOR APPROVAL**  
**September 24, 2019**

VENDORS	DEPT		AMOUNT
American Water Works Assn, membership dues	Sewer		208.00
Ameripride, printed statement fee	PW		2.03
Anderson Brothers, hot mix	PW		863.65
AW Research, water testing	Sewer		418.50
Baker & Taylor, books	Library		288.84
BCA, background check	Park	pd 9-12	15.00
BCA, background check	Park	pd 9-16	15.00
Bobby Willard, reimburse uniform expense	Police		45.82
Brainerd Hydraulics, air compressor parts	PW		24.50
Braun Intertec, geotechnical evaluation	Sewer		5,390.00
Build All Lumber, lumber for hand rail	PW		29.09
Corey Nelson, uniform reimbursement	Park		101.77
Crow Wing County Highway Dept, fuel	ALL		3,463.39
Crow Wing County Recorder, finiling fees	PZ		184.00
Crow Wing Power, electric service	ALL	pd 9-16	7,458.08
Dacotah Paper, janitorial supplies	Gov't		255.56
Delage Landen Financial Services, september copier lease	Park	pd 9-16	117.00
Forum Communications, meeting notice of 9/27	PZ		42.50
Forum Communications, ordinance 359	Gov't		29.75
Fyles, portable restrooms	Park		250.00
Grand Forks Fire Equipment, new hoses	Fire		5,025.60
Hawkins, chemicals	Sewer		2,167.00
Holiday Station, propane	Fire		60.11
Jefferson Fire & Safety, uniform	Fire		341.98
Johnson Killen & Seiler, labor attorney fees	Gov't		322.50
Mastercard, Amazon, remote door opener	Park		13.99
Mastercard, BCA, training	Police		150.00
Mastercard, Construction Gear, safety vest	Fire		168.72
Mastercard, Costco, tissues	Gov't		22.00
Mastercard, DG, cleaning supplies	Gov't		57.93
Mastercard, Locators and Supplies, safety pants	Fire		122.18
Mastercard, MN Chiefs of Police Assn, training	Police		250.00
Mastercard, The Fire Store, shields	Fire		98.97
MCSA, copier contract	Park		40.00
Menards, gloves	Park		37.70
MN Fire Service Certification Board, exams	Fire		280.00
Municode, website update	Gov't		4,050.00
Napa, belt	PW		11.83
NLES, soccer uniforms	Park		522.00
Northland Press, book sale ad	Library		35.64
Northland Press, envelopes	Gov't		173.00
Northland Press, meeting notice of 9/27	PZ		76.50
Premier Auto, stabilizer bar control	Police		222.95
Ritter & Ritter, lift station cleaning	Sewer		1,225.00
The Office Shop, add machine paper	Admin		11.41
TJ Graumann, mileage reimbursement	Park		24.52
TJ Graumann, uniform reimbursement	Park		37.98

USA Bluebook, alarm system	Sewer		495.59
WW Goetsch, replace handle	Sewer		476.00
William Ludiena, appraisal	Gov't		900.00
<b>TOTAL</b>			<b>36,623.58</b>