



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, November 6, 2024

Agenda Item

Item 7. B. - Award bid for Vernon Avenue

Prepared By

Linda Loomis, Administrator

Summary

In 2006, the City of Savage, by Resolution granted the LMRWD a Conditional Use Permit (CUP) that allowed for the placement of dredging materials within the Floodway District on the property at 12050 Vernon Avenue. In 2014, the LMRWD applied for and was granted an amendment to the original CUP. One of the conditions of the CUP Amendment was that the LMRWD shall be responsible for the upkeep and on-going maintenance of Vernon Avenue.

In 2015, the LMRWD adopted Resolution 15-12, to include the Nine Foot Channel Permanent Disposal Sites Acquisition and Development Basic Water Management Project as a capital improvement project of the District.

Also in 2015, the LMRWD retained to services of American Engineering Testing, Inc. (AET) to evaluate the condition of Vernon Avenue and its suitability as a haul road to remove dredge materials from the site. The recommendation made by AET are found in a [‘Report of Pavement Evaluation Services’](#) dated June 25, 2015.

In 2017, the LMRWD had prepared an [‘Estimate of Probable Cost’](#) which identified probable costs the LMRWD should expect to incur over the next 25-30 years of operations of the dredge placement site. This identified improvements to Vernon Avenue (based on recommendations in the report prepared by AET) and culvert replacement as capital cost of the LMRWD. The project is included in the LMRWD Watershed Management Plan Implementation Program. It was estimated that replacement of the culvert would be necessary in 2025.

In 2023, the LMRWD began work planning for the replacement of the culvert (this culvert is under the access road from Vernon Avenue into the dredge site) and for the restoration and maintenance of Vernon Avenue. The project was ready to go out for bid in July 2024, but the LMRWD delayed seeking bids until October. Notice of the project was posted on Quest Construction Data Network and advertisements were posted in the October 3rd and October 10th editions of the Minnesota Star Tribune. Bid opening occurred October 24th and the winning bid was \$680,229.85 made by GMH

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Asphalt Corporation. Details of the bids received and recommendations by the project consultant, Bolton & Menk, Inc. (BMI), can be found in Technical Memorandum – Vernon Avenue Improvements Bid Recommendation dated October 30, 2024, prepared by Young Environmental Consulting Group, which is attached.

BMI recommends construction materials testing. Young Environmental Consulting Group requested a proposal from Braun Intertech for construction materials testing, which is attached.

The Board should Resolution 24-24 awarding the bid to GMH Asphalt Corporation and approve retaining the service of Braun Intertech to complete construction materials testing.

Attachments

- Technical Memorandum – Vernon Avenue Improvements Bid Recommendation dated October 30, 2024
- Resolution 24-24 Authorization to Award Construction Contract for the Vernon Avenue Road Improvements Project

Recommended Action

Motion to adopt Resolution 24-24

Technical Memorandum



To: Linda Loomis, Administrator
Lower Minnesota River Watershed District (LMRWD)

From: Hannah LeClaire, PE, Project Manager
Erica Bock, Water Resources Scientist

Date: October 30, 2024

Re: Vernon Avenue Road Improvements Bid Recommendation

On Thursday, October 24, 2024, bids were opened for the Vernon Avenue Road Improvements project. A total of 14 bids were received ranging from \$680,229.85 to \$1,139,509.00. During bid letting, Bolton & Menk, Inc. (BMI), accepted bids from all the contractors that provided the following bidding requirements:

- Bid form
- 5% bid bond
- Responsible contractor form

The lowest bidder for the Vernon Avenue Road Improvements project is GMH Asphalt Corporation from Chaska, Minnesota, with a base bid price of \$680,229.85. The engineer’s estimate was \$740,583.00. Table 1 summarizes the bid results, and a complete bid abstract is in Attachment 1.

Table 1. Summary of Bid Results

Contractor	Base Bid
Engineer’s Estimate	\$740,583.00
GMH Asphalt Corporation	\$680,229.85
UrbanEdge, LLC	\$727,951.00
New Look Contracting, Inc.	\$824,521.26
Krueger Excavating, Inc.	\$826,256.50
K.A. Witt Construction, Inc.	\$830,716.05
McNamara Contracting	\$852,657.00
Kevitt Excavating	\$873,839.73
Park Construction Company	\$884,037.00
A-1 Excavating, LLC	\$899,570.00

Contractor	Base Bid
S.M. Hentges & Sons, Inc.	\$960,915.00
Northwest	\$969,092.91
Valley Paving, Inc.	\$982,580.96
Bituminous Roadways, Inc.	\$1,033,992.96
Urban Companies	\$1,139,509.00

BMI has worked with GMH Asphalt Corporation on previous projects and recommends awarding the project to the lowest bidder, GMH Asphalt Corporation. The required completion date for the project is June 28, 2025.

To promote long-term performance of the project, BMI recommended construction materials testing. Testing will verify that the new pavement meets density standards and that the culvert embankment is adequately compacted to prevent erosion during flooding. Given Braun Intertec's previous work on the geotechnical evaluation for this project, Young Environmental reached out to them and requested a proposal for construction materials testing. Braun Intertec submitted a proposal with a total cost of \$17,223.00 for construction materials testing (Attachment 2).

Recommendation

Based on review of the received proposals, Young Environmental recommends awarding the Vernon Avenue Road Improvements project to the lowest bidder, GMH Asphalt Corporation, with a total base bid of \$680,229.85. Additionally, we recommend retaining the services of Braun Intertec to complete construction materials testing for \$17,223.00.

Attachments

- Attachment 1—Complete Bid Abstract
- Attachment 2—Braun Intertec Proposal

ABSTRACT

Vernon Avenue Improvements

Lower Minnesota River Watershed District
Savage, MN
BMI Project No. OT1.129866
Bid: 10/24/2024 10:00 AM CDT

Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		1 GMH Asphalt Corporation		2 UrbanEdge, LLC		3 New Look Contracting, Inc.		4 Krueger Excavating Inc.		5 K.A. Witt Construction Inc.		6 McNamara Contracting		
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
BASE BID																			
1	2021.501	MOBILIZATION	LUMP SUM	1	\$30,000.00	\$30,000.00	\$45,582.00	\$45,582.00	\$49,000.00	\$49,000.00	\$65,000.00	\$65,000.00	\$33,000.00	\$33,000.00	\$50,000.00	\$50,000.00	\$16,500.00	\$16,500.00	
2	2101.502	CLEARING	EACH	48	\$400.00	\$19,200.00	\$248.00	\$11,904.00	\$228.00	\$10,944.00	\$195.00	\$9,360.00	\$330.00	\$15,840.00	\$270.00	\$12,960.00	\$450.00	\$21,600.00	
3	2101.502	GRUBBING	EACH	48	\$300.00	\$14,400.00	\$118.00	\$5,664.00	\$110.00	\$5,280.00	\$195.00	\$9,360.00	\$220.00	\$10,560.00	\$140.00	\$6,720.00	\$55.00	\$2,640.00	
4	2104.502	SALVAGE SIGN	EACH	1	\$60.00	\$60.00	\$52.90	\$52.90	\$55.00	\$55.00	\$55.00	\$55.00	\$100.00	\$100.00	\$250.00	\$250.00	\$55.00	\$55.00	
5	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	26	\$4.00	\$104.00	\$4.25	\$110.50	\$5.00	\$130.00	\$20.00	\$520.00	\$10.00	\$260.00	\$20.00	\$520.00	\$1.00	\$26.00	
6	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	96	\$30.00	\$2,880.00	\$44.45	\$4,267.20	\$25.00	\$2,400.00	\$20.00	\$1,920.00	\$35.00	\$3,360.00	\$50.00	\$4,800.00	\$22.00	\$2,112.00	
7	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	9320	\$3.50	\$32,620.00	\$0.75	\$6,990.00	\$3.00	\$27,960.00	\$4.00	\$37,280.00	\$4.00	\$37,280.00	\$1.85	\$17,242.00	\$4.00	\$37,280.00	
8	2104.507	REMOVE RIPRAP	CU YD	40	\$60.00	\$2,400.00	\$26.45	\$1,058.00	\$25.00	\$1,000.00	\$50.00	\$2,000.00	\$18.00	\$720.00	\$40.00	\$1,600.00	\$10.00	\$400.00	
9	2106.507	EXCAVATION - COMMON	CU YD	6358	\$15.00	\$95,370.00	\$13.75	\$87,422.50	\$10.00	\$63,580.00	\$20.00	\$127,160.00	\$18.00	\$114,444.00	\$20.00	\$127,160.00	\$25.00	\$158,950.00	
10	2106.507	EXCAVATION - SUBGRADE	CU YD	262	\$16.00	\$4,192.00	\$10.60	\$2,777.20	\$15.00	\$3,930.00	\$30.00	\$7,860.00	\$18.00	\$4,716.00	\$40.00	\$10,480.00	\$35.00	\$9,170.00	
11	2106.507	SELECT GRANULAR EMBANKMENT	CU YD	3366	\$25.00	\$84,150.00	\$18.25	\$61,429.50	\$20.00	\$67,320.00	\$24.00	\$80,784.00	\$32.00	\$107,712.00	\$28.00	\$94,248.00	\$30.00	\$100,980.00	
12	2106.507	STABILIZING AGGREGATE	CU YD	262	\$35.00	\$9,170.00	\$10.60	\$2,777.20	\$65.00	\$17,030.00	\$75.00	\$19,650.00	\$50.00	\$13,100.00	\$50.00	\$13,100.00	\$45.00	\$11,790.00	
13	2106.601	DEWATERING	LUMP SUM	1	\$5,000.00	\$5,000.00	\$3,704.00	\$3,704.00	\$9,125.00	\$9,125.00	\$7,500.00	\$7,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$1.00	\$1.00	
14	2106.603	MINOR GRADING	LIN FT	80	\$50.00	\$4,000.00	\$31.75	\$2,540.00	\$73.00	\$5,840.00	\$30.00	\$2,400.00	\$25.00	\$2,000.00	\$30.00	\$2,400.00	\$30.00	\$2,400.00	
15	2118.507	AGGREGATE SURFACING CLASS 2	CU YD	188	\$62.00	\$11,656.00	\$28.55	\$5,367.40	\$45.00	\$8,460.00	\$62.50	\$11,750.00	\$48.00	\$9,024.00	\$42.00	\$7,896.00	\$80.00	\$15,040.00	
16	2123.51	COMMON LABORERS	hour	15	\$90.00	\$1,350.00	\$101.00	\$1,515.00	\$90.00	\$1,350.00	\$140.00	\$2,100.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$75.00	\$1,125.00	
17	2123.51	DOZER	hour	5	\$200.00	\$1,000.00	\$212.00	\$1,060.00	\$192.00	\$960.00	\$275.00	\$1,375.00	\$250.00	\$1,250.00	\$220.00	\$1,100.00	\$150.00	\$750.00	
18	2123.61	CRAWLER MOUNTED BACKHOE	hour	5	\$220.00	\$1,100.00	\$212.00	\$1,060.00	\$260.00	\$1,300.00	\$275.00	\$1,375.00	\$250.00	\$1,250.00	\$250.00	\$1,250.00	\$150.00	\$750.00	
19	2211.507	AGGREGATE BASE CLASS 5	CU YD	2244	\$35.00	\$78,540.00	\$36.00	\$80,784.00	\$37.25	\$83,589.00	\$34.50	\$77,418.00	\$40.00	\$89,760.00	\$42.00	\$94,248.00	\$55.00	\$123,420.00	
20	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	550	\$2.50	\$1,375.00	\$3.80	\$2,090.00	\$2.20	\$1,210.00	\$2.50	\$1,375.00	\$2.50	\$1,375.00	\$3.00	\$1,650.00	\$2.00	\$1,100.00	
21	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	1848	\$85.00	\$157,080.00	\$94.30	\$174,266.40	\$92.00	\$170,016.00	\$95.00	\$175,560.00	\$94.00	\$173,712.00	\$92.00	\$170,016.00	\$85.00	\$157,080.00	
22	2501.502	48" RC PIPE APRON	EACH	2	\$3,250.00	\$6,500.00	\$6,632.00	\$13,264.00	\$7,725.00	\$15,450.00	\$8,500.00	\$17,000.00	\$8,595.00	\$17,190.00	\$8,800.00	\$17,600.00	\$7,000.00	\$14,000.00	
23	2503.503	48" RC PIPE SEWER CLASS III	LIN FT	84	\$300.00	\$25,200.00	\$343.00	\$28,812.00	\$322.00	\$27,048.00	\$375.00	\$31,500.00	\$405.00	\$34,020.00	\$475.00	\$39,900.00	\$300.00	\$25,200.00	
24	2511.507	RANDOM RIPRAP CLASS III	CU YD	80	\$85.00	\$6,800.00	\$132.00	\$10,560.00	\$98.00	\$7,840.00	\$100.00	\$8,000.00	\$75.00	\$6,000.00	\$100.00	\$8,000.00	\$100.00	\$8,000.00	
25	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$5,000.00	\$5,000.00	\$2,063.00	\$2,063.00	\$2,115.00	\$2,115.00	\$2,250.00	\$2,250.00	\$2,145.00	\$2,145.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	
26	2564.602	INSTALL SIGN	EACH	1	\$200.00	\$200.00	\$582.00	\$582.00	\$595.00	\$595.00	\$600.00	\$600.00	\$600.00	\$600.00	\$400.00	\$400.00	\$600.00	\$600.00	
27	2572.602	TREE PRUNING	hour	12	\$200.00	\$2,400.00	\$650.00	\$7,800.00	\$595.00	\$7,140.00	\$550.00	\$6,600.00	\$100.00	\$1,200.00	\$700.00	\$8,400.00	\$400.00	\$4,800.00	
28	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$1,500.00	\$1,500.00	\$1,587.00	\$1,587.00	\$1,375.00	\$1,375.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	
29	2573.502	STORM DRAIN INLET PROTECTION	EACH	3	\$200.00	\$600.00	\$185.00	\$555.00	\$150.00	\$450.00	\$165.00	\$495.00	\$450.00	\$1,350.00	\$260.00	\$780.00	\$200.00	\$600.00	
30	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	LIN FT	40	\$20.00	\$800.00	\$29.55	\$1,182.00	\$22.00	\$880.00	\$25.00	\$1,000.00	\$25.00	\$1,000.00	\$38.00	\$1,520.00	\$25.00	\$1,000.00	
31	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	14000	\$3.75	\$52,500.00	\$2.84	\$39,760.00	\$3.50	\$49,000.00	\$4.00	\$56,000.00	\$4.00	\$56,000.00	\$3.80	\$53,200.00	\$2.50	\$35,000.00	
32	2574.507	COMMON TOPSOIL BORROW	CU YD	1426	\$30.00	\$42,780.00	\$26.45	\$37,717.70	\$37.50	\$53,475.00	\$0.01	\$14.26	\$30.00	\$42,780.00	\$28.00	\$39,928.00	\$45.00	\$64,170.00	
33	2575.504	ROLLED EROSION PREVENTION CATEGORY 20 W/ SEED MIX (25-141)	SQ YD	8295	\$3.00	\$24,885.00	\$2.17	\$18,000.15	\$2.00	\$16,590.00	\$5.00	\$41,475.00	\$2.50	\$20,737.50	\$1.85	\$15,345.75	\$2.00	\$16,590.00	
34	2575.504	ROLLED EROSION PREVENTION CATEGORY 20 W/ SEED MIX (34-181)	SQ YD	257	\$3.00	\$771.00	\$3.60	\$925.20	\$2.00	\$514.00	\$5.00	\$1,285.00	\$3.00	\$771.00	\$3.90	\$1,002.30	\$4.00	\$1,028.00	
Fixed	35	2563.621	TRAFFIC CONTROL SPECIAL (RR FLAGGING)	DOL	15000	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00
Base Bid Total:						\$740,583.00	\$680,229.85		\$727,951.00		\$824,521.26		\$826,256.50		\$830,716.05		\$852,657.00		

ABSTRACT

Vernon Avenue Improvements

Lower Minnesota River Watershed District
 Savage, MN
 BMI Project No. OT1.129866
 Bid: 10/24/2024 10:00 AM CDT

Action	Tit	Item	Item Code	Item Description	UoM	Quantity	7 Kevitt Excavating		8 Park Construction Company		9 A-1 Excavating LLC		10 S.M. Hentges & Sons, Inc.		11 Northwest		12 Valley Paving, Inc		13 Bituminous Roadways Inc.		14 Urban Companies	
							Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID																						
		1	2021.501	MOBILIZATION	LUMP SUM	1	\$42,591.13	\$42,591.13	\$43,000.00	\$43,000.00	\$53,000.00	\$53,000.00	\$48,500.00	\$48,500.00	\$70,211.50	\$70,211.50	\$54,000.00	\$54,000.00	\$75,000.00	\$75,000.00	\$60,000.00	\$60,000.00
		2	2101.502	CLEARING	EACH	48	\$260.23	\$12,491.04	\$210.00	\$10,080.00	\$483.00	\$23,184.00	\$195.00	\$9,360.00	\$350.00	\$16,800.00	\$221.00	\$10,608.00	\$225.00	\$10,800.00	\$250.00	\$12,000.00
		3	2101.502	GRUBBING	EACH	48	\$249.25	\$11,964.00	\$100.00	\$4,800.00	\$56.00	\$2,688.00	\$195.00	\$9,360.00	\$250.00	\$12,000.00	\$105.00	\$5,040.00	\$125.00	\$6,000.00	\$250.00	\$12,000.00
		4	2104.502	SALVAGE SIGN	EACH	1	\$122.22	\$122.22	\$50.00	\$50.00	\$56.00	\$56.00	\$60.00	\$60.00	\$155.00	\$155.00	\$105.00	\$105.00	\$155.00	\$155.00	\$500.00	\$500.00
		5	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	26	\$4.15	\$107.90	\$20.00	\$520.00	\$6.00	\$156.00	\$5.00	\$130.00	\$6.00	\$156.00	\$6.00	\$156.00	\$4.00	\$104.00	\$10.00	\$260.00
		6	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	96	\$20.60	\$1,977.60	\$45.70	\$4,387.20	\$20.00	\$1,920.00	\$40.00	\$3,840.00	\$24.00	\$2,304.00	\$50.00	\$4,800.00	\$14.00	\$1,344.00	\$50.00	\$4,800.00
		7	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	9320	\$3.00	\$27,960.00	\$1.80	\$16,776.00	\$1.00	\$9,320.00	\$6.00	\$55,920.00	\$4.62	\$43,058.40	\$0.01	\$93.20	\$0.01	\$93.20	\$10.00	\$93,200.00
		8	2104.507	REMOVE RIPRAP	CU YD	40	\$23.08	\$923.20	\$33.50	\$1,340.00	\$24.00	\$960.00	\$80.00	\$3,200.00	\$98.00	\$3,920.00	\$50.00	\$2,000.00	\$25.00	\$1,000.00	\$60.00	\$2,400.00
		9	2106.507	EXCAVATION - COMMON	CU YD	6358	\$20.61	\$131,038.38	\$25.70	\$163,400.60	\$27.00	\$171,666.00	\$20.50	\$130,339.00	\$28.95	\$184,064.10	\$34.50	\$219,351.00	\$45.00	\$286,110.00	\$26.00	\$165,308.00
		10	2106.507	EXCAVATION - SUBGRADE	CU YD	262	\$15.77	\$4,131.74	\$21.10	\$5,528.20	\$27.00	\$7,074.00	\$19.00	\$4,978.00	\$32.50	\$8,515.00	\$27.00	\$7,074.00	\$35.00	\$9,170.00	\$52.00	\$13,624.00
		11	2106.507	SELECT GRANULAR EMBANKMENT	CU YD	3366	\$27.89	\$93,877.74	\$32.00	\$107,712.00	\$36.00	\$121,176.00	\$41.00	\$138,006.00	\$26.33	\$88,626.78	\$30.00	\$100,980.00	\$26.00	\$87,516.00	\$26.00	\$87,516.00
		12	2106.507	STABILIZING AGGREGATE	CU YD	262	\$66.94	\$17,538.28	\$63.90	\$16,741.80	\$66.00	\$17,292.00	\$73.00	\$19,126.00	\$48.61	\$12,735.82	\$35.00	\$9,170.00	\$52.00	\$13,624.00	\$80.00	\$20,960.00
		13	2106.601	DEWATERING	LUMP SUM	1	\$9,551.43	\$9,551.43	\$30,000.00	\$30,000.00	\$9,200.00	\$9,200.00	\$1,100.00	\$1,100.00	\$1.00	\$1.00	\$0.01	\$0.01	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
		14	2106.603	MINOR GRADING	LIN FT	80	\$13.58	\$1,086.40	\$35.70	\$2,856.00	\$40.00	\$3,200.00	\$70.00	\$5,600.00	\$26.38	\$2,110.40	\$32.00	\$2,560.00	\$19.00	\$1,520.00	\$25.00	\$2,000.00
		15	2118.507	AGGREGATE SURFACING CLASS 2	CU YD	188	\$53.55	\$10,067.40	\$79.80	\$15,002.40	\$66.00	\$12,408.00	\$70.00	\$13,160.00	\$56.30	\$10,584.40	\$67.00	\$12,596.00	\$70.00	\$13,160.00	\$60.00	\$11,280.00
		16	2123.51	COMMON LABORERS	hour	15	\$110.27	\$1,654.05	\$98.60	\$1,479.00	\$100.00	\$1,500.00	\$95.00	\$1,425.00	\$100.00	\$1,500.00	\$90.00	\$1,350.00	\$90.00	\$1,350.00	\$110.00	\$1,650.00
		17	2123.51	DOZER	hour	5	\$288.35	\$1,441.75	\$216.00	\$1,080.00	\$190.00	\$950.00	\$200.00	\$1,000.00	\$248.00	\$1,240.00	\$240.00	\$1,200.00	\$200.00	\$1,000.00	\$250.00	\$1,250.00
		18	2123.61	CRAWLER MOUNTED BACKHOE	hour	5	\$363.13	\$1,815.65	\$218.00	\$1,090.00	\$190.00	\$950.00	\$200.00	\$1,000.00	\$302.00	\$1,510.00	\$210.00	\$1,050.00	\$150.00	\$750.00	\$250.00	\$1,250.00
		19	2211.507	AGGREGATE BASE CLASS 5	CU YD	2244	\$51.60	\$115,790.40	\$42.40	\$95,145.60	\$45.00	\$100,980.00	\$68.00	\$152,592.00	\$44.95	\$100,867.80	\$50.00	\$112,200.00	\$48.00	\$107,712.00	\$55.00	\$123,420.00
		20	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	550	\$1.99	\$1,094.50	\$3.65	\$2,007.50	\$2.20	\$1,210.00	\$3.70	\$2,035.00	\$4.55	\$2,502.50	\$2.50	\$1,375.00	\$0.01	\$5.50	\$2.50	\$1,375.00
		21	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	1848	\$97.01	\$179,274.48	\$96.70	\$178,701.60	\$95.00	\$175,560.00	\$108.00	\$199,584.00	\$92.63	\$171,180.24	\$99.00	\$182,952.00	\$92.00	\$170,016.00	\$98.00	\$181,104.00
		22	2501.502	48" RC PIPE APRON	EACH	2	\$8,738.38	\$17,476.76	\$7,840.00	\$15,680.00	\$8,200.00	\$16,400.00	\$8,100.00	\$16,200.00	\$8,186.92	\$16,373.84	\$8,400.00	\$16,800.00	\$8,500.00	\$17,000.00	\$10,000.00	\$20,000.00
		23	2503.503	48" RC PIPE SEWER CLASS III	LIN FT	84	\$361.53	\$30,368.52	\$379.00	\$31,836.00	\$470.00	\$39,480.00	\$400.00	\$33,600.00	\$363.45	\$30,529.80	\$886.00	\$74,424.00	\$310.00	\$26,040.00	\$500.00	\$42,000.00
		24	2511.507	RANDOM RIPRAP CLASS III	CU YD	80	\$105.68	\$8,454.40	\$124.00	\$9,920.00	\$115.00	\$9,200.00	\$150.00	\$12,000.00	\$124.00	\$9,920.00	\$133.00	\$10,640.00	\$110.00	\$8,800.00	\$150.00	\$12,000.00
		25	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$3,292.59	\$3,292.59	\$1,950.00	\$1,950.00	\$2,200.00	\$2,200.00	\$4,000.00	\$4,000.00	\$12,520.00	\$12,520.00	\$3,000.00	\$3,000.00	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00
		26	2564.602	INSTALL SIGN	EACH	1	\$393.79	\$393.79	\$550.00	\$550.00	\$600.00	\$600.00	\$600.00	\$600.00	\$585.00	\$585.00	\$525.00	\$525.00	\$600.00	\$600.00	\$500.00	\$500.00
		27	2572.602	TREE PRUNING	hour	12	\$605.87	\$7,270.44	\$550.00	\$6,600.00	\$470.00	\$5,640.00	\$550.00	\$6,600.00	\$365.00	\$4,380.00	\$575.00	\$6,900.00	\$600.00	\$7,200.00	\$650.00	\$7,800.00
		28	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$4,167.55	\$4,167.55	\$3,360.00	\$3,360.00	\$500.00	\$500.00	\$2,300.00	\$2,300.00	\$9,800.00	\$9,800.00	\$2,000.00	\$2,000.00	\$0.01	\$0.01	\$2,500.00	\$2,500.00
		29	2573.502	STORM DRAIN INLET PROTECTION	EACH	3	\$232.12	\$696.36	\$250.00	\$750.00	\$50.00	\$150.00	\$150.00	\$450.00	\$165.00	\$495.00	\$525.00	\$1,575.00	\$200.00	\$600.00	\$400.00	\$1,200.00
		30	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	LIN FT	40	\$34.63	\$1,385.20	\$26.50	\$1,060.00	\$30.00	\$1,200.00	\$23.00	\$920.00	\$26.20	\$1,048.00	\$16.00	\$640.00	\$30.00	\$1,200.00	\$50.00	\$2,000.00
		31	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	14000	\$3.47	\$48,580.00	\$2.55	\$35,700.00	\$3.00	\$42,000.00	\$3.60	\$50,400.00	\$3.85	\$53,900.00	\$2.50	\$35,000.00	\$3.00	\$42,000.00	\$7.00	\$98,000.00
		32	2574.507	COMMON TOPSOIL BORROW	CU YD	1426	\$36.06	\$51,421.56	\$30.10	\$42,922.60	\$25.00	\$35,650.00	\$1.00	\$1,426.00	\$42.33	\$60,362.58	\$50.00	\$71,300.00	\$60.00	\$85,560.00	\$50.00	\$71,300.00
		33	2575.504	ROLLED EROSION PREVENTION CATEGORY 20 W/ SEED MIX (25-141)	SQ YD	8295	\$2.14	\$17,751.30	\$1.95	\$16,175.25	\$2.00	\$16,590.00	\$2.00	\$16,590.00	\$2.35	\$19,493.25	\$1.85	\$15,345.75	\$2.25	\$18,663.75	\$6.00	\$49,770.00
		34	2575.504	ROLLED EROSION PREVENTION CATEGORY 20 W/ SEED MIX (34-181)	SQ YD	257	\$4.21	\$1,081.97	\$3.25	\$835.25	\$2.00	\$514.00	\$2.00	\$514.00	\$2.50	\$642.50	\$3.00	\$771.00	\$3.50	\$899.50	\$6.00	\$1,542.00
Fixed		35	2563.621	TRAFFIC CONTROL SPECIAL (RR FLAGGING)	DOL	15000	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00
Base Bid Total:								\$873,839.73		\$884,037.00		\$899,574.00		\$960,915.00		\$969,092.91		\$982,580.96		\$1,033,992.96		\$1,139,509.00

October 30, 2024

Proposal QTB191886

Linda Loomis, PE
Lower Minnesota River Watershed District
112 E 5th Street, #102
Chaska, MN 55318

Re: Revised Proposal for Construction Materials Testing Services
Vernon Avenue Improvements
Vernon Avenue from TH-13 to the Minnesota River
Savage, Minnesota

Dear Ms. Loomis:

Braun Intertec Corporation is pleased to submit this revised proposal to provide construction materials testing services for the Vernon Avenue Improvements Project in Savage, Minnesota.

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

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

This project is located along Vernon Avenue from TH-13 to just south of the Minnesota River and will include pavement subgrade preparation, select granular embankment and aggregate base placement along with a new bituminous pavement. Minor improvements to the storm sewer utilities will also be part of this project.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Bolton & Menk, Inc., dated January 30, 2024.
- Discussions with Hannah LeClaire with Young Environmental Consulting Group, LLC regarding testing rates and requirements, as well as scope of services requested for the project.

Scope of Services

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

Soil Related Services

- Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Measure the in-place dry density, moisture content and relative compaction of fill placed for utility backfill for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test aggregate base, select granular embankment and fine aggregate bedding materials for compliance with the project documents. This task includes laboratory gradation testing of aggregate base material.
- Perform MnDOT dynamic cone penetrometer (DCP) tests on aggregate base material.

Bituminous Related Services

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

Consulting, Project Communication and Reporting Services

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

Basis of Scope of Work

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

- We assume it will take three trips to complete the nuclear density gauge testing on this project.
- We assume compaction testing on aggregate base material will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of three tests will be conducted each trip with two trips assumed.
- We understand your full time on-site construction observer will observe the test rolling for this project.
- We understand that your full time on-site construction observer will observe the compaction of sub-grade preparation and select granular embankment per the Quality Compaction Method.
- We assume bituminous paving will be completed in two days for this project with two samples of bituminous mixture being sampled each day.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

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

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$17,223**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

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

General Remarks

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

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal including the attached General Conditions.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Colin Keane at 612.704.2674 (ckeane@braunintertec.com) or Andrew Valerius at 952.995.2242 (avalerius@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin M. Keane
Staff Engineer



Andrew M. Valerius
Associate Director, Senior Project Manager



Charles M. Cadenhead, Jr., PE
Vice President, Principal Engineer

Attachments:

Cost Estimate Table

General Conditions – CMT (1/1/18)

The revised proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



The Science You Build On.

Project Proposal

QTB191886

Vernon Avenue Improvements

Client:

Lower Minnesota River Watershed Dis
Linda Loomis
112 East 5th Street, Suite 102
Chaska, MN 55318
(952) 856-5880

Work Site Address:

Vernon Avenue from TH 13 to the Minnesota River
Savage, MN 55378

Service Description:

Construction Materials Services

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction Materials Testing				
Activity 1.1	Soil Testing				\$9,247.00
1861	CMT Trip Charge	18.00	Each	50.00	\$900.00
207	Compaction Testing - Nuclear	9.00	Hour	98.00	\$882.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Storm Sewer Backfill	3.00	Trips	3.00	9.00
1308	Nuclear moisture-density meter charge, per hour	9.00	Each	30.00	\$270.00
217	Compaction Testing - DCP's	6.00	Hour	98.00	\$588.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	CL-5 Aggregate Base	2.00	Trips	3.00	6.00
209	Sample pick-up	19.50	Hour	98.00	\$1,911.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	CL-5 Aggregate Base	5.00	Trips	1.50	7.50
	Select Granular Embankment	7.00	Trips	1.50	10.50
	Fine Aggregate Bedding	1.00	Trips	1.50	1.50
1162	Sieve Analysis with 200 wash, per sample	23.00	Each	162.00	\$3,726.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	CL-5 Aggregate Base	9.00	Each	1.00	9.00
	Select Granular Embankment	13.00	Each	1.00	13.00
	Fine Aggregate Bedding	1.00	Each	1.00	1.00
1318	Moisture Density Relationship (Proctor)	2.00	Each	206.00	\$412.00
126	Project Engineer	3.00	Hour	186.00	\$558.00
Activity 1.2	Pavement Testing				\$5,372.00
2689	MnDOT Bituminous Verification, per sample	4.00	Each	762.00	\$3,048.00
209	Sample pick-up	8.00	Hour	98.00	\$784.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mixture Sample Pickup	4.00	Trips	2.00	8.00
221	Mark and Observe Contractor Coring	6.00	Hour	124.00	\$744.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mark & Observe Bituminous Coring	2.00	Trips	3.00	6.00
1861	CMT Trip Charge	6.00	Each	50.00	\$300.00
1542	Thickness and Density of Bituminous Core	8.00	Each	62.00	\$496.00
Activity 1.3	Project Management				\$2,604.00
226	Project Manager	10.00	Hour	180.00	\$1,800.00
228	Senior Project Manager	2.00	Hour	206.00	\$412.00
238	Project Assistant	4.00	Hour	98.00	\$392.00
				Phase 1 Total:	\$17,223.00

Proposal Total:	\$17,223.00
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Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of law rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

_____ introduced the following resolution and moved its adoption:

RESOLUTION 24-24

LOWER MINNESOTA RIVER WATERSHED DISTRICT

AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR
THE VERNON AVENUE ROAD IMPROVEMENTS PROJECT

WHEREAS, the Lower Minnesota River Watershed District (LMRWD) is the local sponsor for the US Army Corp of Engineers activities to maintain a nine foot deep navigation channel in the Minnesota River to River Mile 14.7; and

WHEREAS, the LMRWD has an approved watershed management plan pursuant to Minnesota Statutes section 103B.231 (the Plan); and

WHEREAS, by Resolution dated September 16, 2015, the Board initiated proceedings under statutes section 103D.605 to modify the previously established dredge project and to concurrently include the Nine Foot Channel Permanent Disposal Sites Acquisition and Development Basic Water Management project as a capital improvement project of the LMRWD; and

WHEREAS, City of Savage adopted Resolution 06-82, dated July 10, 2006, granted the LMRWD a conditional use permit, that allowed for the placement of dredging materials within the Floodway District; and

WHEREAS, the City of Savage amended said conditional use permit by adopting Resolution R-14-83 which resolved that the LMRWD shall be responsible for the upkeep and on-going maintenance of Vernon Avenue; and

WHEREAS, in 2015, the LMRWD retained the services o American Engineering Testing, Inc. to evaluate the condition of Vernon Avenue and make recommendations as to its upkeep and maintenance; and

WHEREAS, in 2017, the LMRWD retained Burns & McDonnell to prepare an estimate of the probable costs associated with dredge management operation over the course of the next 25-30 years, which include cost to maintain Vernon Avenue and replace the access road culvert; and

WHEREAS, in 2023, the LMRWD caused plans and specification to be prepared to replace the culvert and to rehabilitate Vernon Avenue to accommodate hauling traffic necessary to sustain dredge management; and

WHEREAS, the LMRWD solicited sealed bids for the work in accordance with Minnesota Law and fourteen (14) bids were received and opened. GMH Asphalt Corporation submitted

the lowest bid and is determined by the Board of Managers, based on recommendations from LMRWD staff and consultants, to be a responsible bidder.

NOW, THEREFORE, BE IT RESOLVED, that the Lower Minnesota River Watershed District Board of Managers awards the contract for construction to GMH Asphalt Corporation in the amount of \$680,229.85; and

BE IT FURTHER RESOLVED that the LMRWD Board of Managers authorizes the Administrator to execute a construction contract for the Project in the amount of \$680,229.85; and

BE IT FURTHER RESOLVED that the LMRWD Board of Managers authorizes the Administrator to issue a formal notice to proceed to GMH Asphalt Corporation in accordance with the terms of this resolution, on advice of counsel and after receipt of a signed contract and required bonds and insurance documentation; and

BE IT FURTHER RESOLVED that based upon recommendations from LMRWD staff and consultants, Braun Intertech be retained to complete construction materials testing to promote long-term performance of the project; and

BE IT FINALLY RESOLVED that the LMRWD Board of Managers authorizes the Administrator to issue this resolution to the City of Savage to serve as notice of LMRWD intent.

The question was on the adoption of the Resolution and there were ___ yeas and ___ nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
BARISONZI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KUPLIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAMMERS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SALVATO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VISWANATHAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Adopted by the Board of Managers of the Lower Minnesota River Watershed District on this 6th day of November 2024.

Joseph Barisonzi, President

ATTEST:

Lauren Salvato, Secretary