



City of Fergus Falls Committee of the Whole Agenda

September 11, 2024

7:00 am

City Council Chambers

A. Call to Order

B. Roll Call

C. Discussion Items

1. PI 9776 - OTVR Signal System Replacement Improvement Project
Brian Yavarow

Requested Action: Recommendation to the council to accept the funding agreement between the city and MnDOT and to accept Bolton and Menk's professional services agreement in the amount of \$275,000.00

2. 2025 Preliminary Budget Presentation
Bill Sonmor

Requested Action: Recommendation to the council to adopt the 2025 preliminary budget on September 16

D. Additional Agenda Items

Announcements

September 16 City Council meeting 5:30 pm

October 2 Committee of Whole meeting 7:00 am

Adjourn



Council Action Recommendation

Page 1 of 2

Meeting Date:

September 11, 2024 – Committee of the Whole
September 16, 2024 – City Council

Subject:

P. I. No. 9776 - OTVR Signal System Replacement Improvement Project

Recommendation:

- Resolution accepting the funding agreement between the City of Fergus Falls and MnDOT
- Resolution accepting Bolton and Menk’s professional services agreement in the amount of \$275,000.00

Background/Key Points:

In May, this Council initiated this project and authorized me to procure a funding agreement with MnDOT. Since then, MnDOT, Bolton & Menk, and I have been discussing the project scope and needs for both parties.

Per MnDOT, the railway intersections requiring signal upgrades are located at North Friberg Avenue, Cascade Street, Mill Street, and Summit Avenue. Although MnDOT is concentrating resources at the Mill Street and Cascade Street intersection based on current State funds, MnDOT requested the design and construction administration services for all four intersections. In addition to the base services, I requested preliminary engineering and public engagement as a component for the overall services scope because the railway intersection at Cascade Street appears to be the most impacted crossing.

If acceptable, Bolton and Menk would start the public engagement process for a presentation to the Council prior to starting final design.

Budgetary Impact:

Bolton and Menk’s professional services for preliminary engineering, topographic collection, public engagement, final design, and construction administration services is estimated at a not to exceed amount of \$275,000.00 for all four (4) intersections. The City Attorney and I have reviewed MnDOT’s funding reimbursement agreement with a 100% State. MnDOT has consented to the professional service fee amount as indicated within the agreement enclosed.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

MnDOT Agreement 1057668

Bolton & Menk Proposal

8/9/2024

Brian Yavarow, P.E.
City Engineer
City of Fergus Falls
112 W. Washington Ave.
Fergus Falls, MN 56537

RE: State Project No.: 88R4-440
USDOT Nos.: 061739D, 061741D
Location: MSAS 116 (Mill St.), MSAS 145 (Cascade St) in Fergus Falls, Otter Tail County, MN
Agreement No.: 1057668
Local Agency: City of Fergus Falls
Project Description: Preliminary Engineering for Roadway Modifications.

Mr. Yavarow:

I am enclosing Agreement Number 1057668 covering reimbursement to the City of Fergus Falls for the above project.

Please have one copy of the agreement signed and returned to this office for further processing. Once it has been processed, a fully executed copy will be returned to you.

Please contact me with any questions or concerns regarding the agreement for this project.

Sincerely,

Chad Nieman
Railroad Safety and Coordination Project Manager
Phone: (612) 322-8632
chad.nieman@state.mn.us

Enclosure: Agreement No. 1057668 (electronic copy)

CC: File (eDocs)

AGREEMENT NO.	1057668
US DOT NOS.	061738V, 061739C, 061741D, 061742K
STATE PROJECT	88R4-440
FUNDS	100% State
Preliminary Engineering Agreement - Project Management, Public Engagement, Survey, Design and Construction Administration.	
MSAS 116 (Mill Street), MSAS 145 (Cascade Street), MSAS 123 (Friberg Ave.) and MSAS 101 (W Summit Ave.) in Fergus Falls, Otter Tail County, MN	
City of Fergus Falls	

THIS AGREEMENT, made and entered into by and between **CITY OF FERGUS FALLS**, (Local Agency), and the **STATE OF MINNESOTA through its COMMISSIONER OF TRANSPORTATION** (State),

RECITALS:

1. MSAS 116 (Mill St.), MSAS 145 (Cascade St.), MSAS 123 (Friberg Ave.) and MSAS 101 (W Summit Ave.) as now established cross the tracks of Otter Tail Valley Railroad Company at grade in Fergus Falls, Otter Tail County, MN, the location of the crossings and railway tracks shown on the attached print, marked Exhibit “B”.
2. The State and Local Agency have agreed that MSAS 116 (Mill St.), MSAS 145 (Cascade St.), MSAS 123 (Friberg Ave.) and MSAS 101 (W Summit Ave.) railroad grade crossings would benefit from roadway modifications to the crossings (Project).
3. In order to develop plans for the proposed Project, it will be necessary for the Local Agency to employ a consultant to perform certain preliminary engineering activities, including but not limited to: (a) conducting on-site visits including diagnostic evaluations;

(b) performing preliminary engineering services; (c) developing cost estimates for construction of the Project; (d) drafting design plans, and/or documents in connection with the Project (Work), and the Local Agency is willing to so under the terms and conditions set forth in this Agreement.

4. The State of Minnesota, pursuant to Minnesota Statutes Section 219.1651, is authorized to enter into an agreement with the Local Agency for the work.

CONTRACT:

1. EXHIBITS

1.1 The State's "Standard Clauses for Railroad-Highway Agreements" (Standard Clauses) is attached and incorporated as Exhibit "A." Except as expressly modified, all of the terms and conditions set forth in the Standard Clauses are incorporated into this Agreement.

1.2 Exhibit "B", the location print, Exhibit "C", the detailed cost estimate, and Exhibit "D", the Local Agency resolution are attached and incorporated into this Agreement.

2. WORK PERFORMANCE AND TIME SCHEDULE

2.1 The Local Agency shall employ a consultant to perform certain preliminary engineering activities, conducting on-site visits including diagnostic evaluations, performing preliminary engineering services, developing cost estimates for construction of the Project, drafting design plans, and/or documents in connection with the Project, and all other ancillary work required. Detailed plans, specifications and the work to be done shall be subject to the approval of the Department of Transportation of the State of Minnesota.

2.2 This Agreement is effective upon the date the State obtains all signatures required by Minnesota Statutes Section 16C.05, Subdivision 2, any work by the Local Agency prior to the effective date of this Agreement is not reimbursable. Work by the Local Agency must be completed within 18 months after the date the Local Agency is authorized in writing to begin work. If the Local Agency determines it is not possible to complete the work by that date, it will make a written request to the State to extend the time for completion, detailing the reason for the request.

3. COST ESTIMATE

3.1 The actual costs of the Work performed by the Local Agency under this Agreement will be financed with State funds. The State will pay the Local Agency as provided herein for only such items of work and expense as are proper and eligible for payment.

3.2 The Local Agency will be paid in accordance with Article 8 of the Standard Clauses, Exhibit "A".

3.3 It is understood that the following estimate is for informational purposes only. The estimated cost of the various items of work to be done by the Local Agency hereunder with its own equipment and regularly employed forces and in accordance with the Local Agency's Agreements with such regularly employed forces, or with contractors with whom the Local Agency has existing service agreements, is as follows, and in further accordance with detailed estimate Exhibit "C".

Preliminary Engineering Services	\$275,000.00
<hr/>	
Total Estimated Cost	\$275,000.00

3.4 In the event it is found that the cost of the Work will exceed the Total Estimated Cost but will be less the Total Estimated Cost plus 50%, then an increase in eligible reimbursement will be allowed without an amendment to this Agreement and in accordance with this Article 3 and with Article 12 of the Standard Clauses, Exhibit "A".

3.5 The State's total financial obligation shall not increase beyond the Total Estimated Cost plus 50%, without the State's approval and the encumbrance of additional funds. Any work which will result in costs exceeding 150% of the Total Estimated Cost will require an amendment to this Agreement and prior approval of the State before the work is performed.

4. WORK CHANGES

4.1 In the event it is determined that a change from the scope of Work to be performed by the Local Agency is required, it shall be authorized only by an amendment to this Agreement executed prior to the performance of the work involved in the change.

5. ASSIGNMENT OF RECEIVABLES

5.1 Any party to this Agreement may assign any receivables due them under this Agreement, provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this Agreement.

6. MODIFICATIONS OF STANDARD CLAUSES (EXHIBIT 'A')

6.1 In addition to the revisions in Exhibit "A" itself, the following clauses of the "Standard Clauses" are modified as follows in the context of this Agreement:

- 7. WORK REPORTS** - deleted in its entirety.
- 10. COST SHARING** - deleted in its entirety.
- 11. INSPECTION, STANDARDS OF PERFORMANCE** - deleted in its entirety.
- 16. DISADVANTAGED BUSINESS ENTERPRISE** - deleted in its entirety.

The Remainder of this page has been intentionally left blank.

CITY OF FERGUS FALLS:

By: _____

Title: _____ Date: _____

By: _____

Title: _____ Date: _____

STATE OF MINNESOTA:

COMMISSIONER OF TRANSPORTATION

By: _____ Dated: _____
Manager, Rail Safety and Coordination Section

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____ Dated: _____ SWIFT:

**APPROVED:
DEPARTMENT OF ADMINISTRATION**

By: _____ Dated: _____
Authorized Signature

EXHIBIT "A"

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD CLAUSES
FOR
RAILROAD-HIGHWAY AGREEMENTS

1. EFFECTIVE DATE

This Agreement will become effective upon the date State obtains all signatures required by Minnesota Statutes Section 16C.05 (Subd. 2).

2. CANCELLATION

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

3. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, will be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

4. COMMISSIONER'S OFFICIAL CAPACITY

The Commissioner of Transportation of the State of Minnesota is acting in an official capacity only and is not personally responsible or liable to the Local Agency or to any person or persons whomsoever for any claims, damages, actions, or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance or completion of the project.

5. DATA DISCLOSURE

Under Minnesota Statutes Section 270C.65, and other applicable law, the Local Agency consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Agency to file state tax returns and pay delinquent state tax liabilities, if any.

6. ELIGIBILITY OF COSTS

Pursuant to Minnesota Rule 8830.3300, the provisions contained in Federal-Aid Policy Guide, Chapter 1, Subchapter G, Part 646, Subpart B and Chapter 1, Subchapter B, Part 140, Subpart I, apply to railway-highway project, regardless of the method of financing the project.

7. WORK REPORTS

The Local Agency will furnish the State's Engineer in charge of the project:

- a. "Form 21191, Minnesota Department of Transportation, Daily Utility Report", or equivalent approved by the State's engineer showing the number of people on payroll, classification, and total hours worked, and equipment used, at a time mutually agreed upon by the Local Agency and the State.
- b. Full detailed information as to progress of work and amount of labor and material used as of the time of request.

The Local Agency will, make other reports, keep other records and perform other work in such manner a time as may be necessary to enable State to collect and obtain available federal aid.

8. REIMBURSEMENT

The State will reimburse the Local Agency for actual expenses incurred performing the work set forth in this Agreement. Payments will be made in accordance with the following:

- a. State will make payments in accordance with Minnesota Statutes §16A.124.
- b. Invoices for labor and materials ("partial invoices") may be submitted on a periodic basis during the term of the project, but not more frequently than once per month. These valid partial invoices will be paid 30 days from the date they are received by the Office of Freight and Commercial Vehicle Operations, Railroad Administration Section.
- c. Partial invoices that are not approved due to disputed items will be returned to the Local Agency with a request for an explanation for any disputed items. If the dispute is resolved, the State shall pay the Local Agency within 30 days of receiving a corrected invoice. The State may pay the non-disputed portion of any disputed invoice.
- d. Final invoices must be submitted within 120 days of the completion of the reimbursable railroad work. Invoices submitted after this date, and less than one (1) year after the last activity on the project will not be paid, unless good cause is shown for the delay in the submission of the invoice. In accordance with federal regulations, 23 CFR 140.922, any final invoice received more than one (1) year after the last reimbursable railroad work will not be paid.
- e. Partial invoices must be based on actual (not estimated) costs incurred. Partial invoices need not be itemized, but State must be able to substantiate costs by checking the Local Agency's records. The final invoice will be a detailed, itemized statement of all items of work performed by the Local Agency, as shown in the appropriate exhibit or exhibits attached to this Agreement, and shall be marked "Final Invoice".
- f. Payment of the final invoice will be made after State inspects and approves the work. Subsequently, the final invoice will be forwarded for audit by the State, in accordance with the requirements of state and federal laws and regulation. The Local Agency will keep account of its work in such a way that accounts may be readily audited. In the event that any amount previously paid to the Local Agency is in excess of the actual cost determined by audit, the Local Agency, upon notice from the State, will within 30 days pay to the State the difference.

Conversely, in the event that any amount previously paid to the Local Agency is less than the actual costs determined by audit, the State shall pay the actual costs due within 30 days of the determination of the actual costs of the work.

- g. All invoices shall be addressed as follows:

Mn/DOT Office of Freight and Commercial Vehicle Operations
M.S. 470, Rail Administration Section
395 John Ireland Boulevard
St. Paul, MN 55155-1899

9. WORKERS' COMPENSATION

The Local Agency certifies that it is in compliance with workers' compensation insurance coverage required by Minnesota Law, or Federal Law if the Local Agency is subject to Federal Law which preempts the Minnesota Law. The Local Agency will require its contractors to present proof of coverage under the Minnesota Workers Compensation Act. The Local Agency's employees and agents will not be considered State employees. Any claims arising under workers compensation laws and any claims made by a third party as a consequence of the acts or omissions of the Local Agency, its agents, employees or contractors are in no way the responsibility of the State.

10. COST-SHARING

If the cost of a project is being shared by the State and other parties, each party should receive a bill setting forth its proportional share of the costs whenever a project billing is submitted.

11. INSPECTION, STANDARDS OF PERFORMANCE

The Local Agency will permit the State to inspect and approve the work performed under this Agreement during the regular working hours of the Local Agency without prior notice. The State may refuse to approve any and all work performed under this Agreement for failure to comply with applicable standards for work of that type. If the State fails to approve the work performed under this Agreement, the State may refuse to make any further payments under this Agreement until the work at issue is performed in accordance with acceptable standards for work of this type and said work is approved by the State.

The Local Agency warrants that it will perform all work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue. Should the work fail to be performed in a timely manner or in accordance with applicable standards, the State may immediately suspend further payments under this Agreement and the Local Agency must repay all funds expended on unsatisfactory work.

12. OVERRUN OF ESTIMATED COSTS WITH NO WORK CHANGES

If it appears to the Local Agency, at any time subsequent to the date of this Agreement and prior to the final completion of such work, that the actual cost of the project will exceed the estimated cost, the Local Agency must send written request for approval to the State. The request will explain the reasons for the additional costs and the amount of the costs. If State approves such request, State will encumber additional funds and then issue a notice to proceed. Any additional expenses incurred by the Local Agency prior to receiving notice to proceed may not be reimbursed by State.

13. STATE AUDITS

Under Minnesota Statutes Section 16.C.05, subd. 5, the Local Agency's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after an appropriate State official certifies the Local Agency's completion of the construction required under this Agreement.

14. DATA PRACTICES

Government Data Practices. Local Agency and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Local Agency under this Agreement. The civil remedies of Minnesota Statutes Section §13.08 apply to the release of the data governed by the Minnesota Government Data Practices Act by either Local Agency or the State. If Local Agency receives a request to release the data referred to in this Clause, Local Agency must immediately notify State. State will give Local Agency instructions concerning the release of the data to the requesting party before the data is released.

15. NONDISCRIMINATION

If the Local Agency enters into a contract with a contractor, to perform all or any portion of the Local Agency's work set forth in this Agreement, the Local Agency for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all of the nondiscrimination provisions in this agreement and as set forth in "Appendix A" attached hereto and made a part hereof.

16. DISADVANTAGED BUSINESS ENTERPRISE

The disadvantaged business enterprise requirements of 49 CFR 26, apply to this Agreement. The Local Agency will insure that disadvantaged business enterprises as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of contracts, financed in whole or in part with federal funds. In this regard, the Local Agency will take all necessary and reasonable steps in accordance with 49 CFR 26, to insure that disadvantaged business enterprises have the maximum opportunity to compete for and perform any contracts awarded under this Agreement. The Local Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts under this Agreement. Failure to carry out the above requirements constitutes breach of this Agreement, and may result in termination of the Agreement by the State, and possible debarment from performing other contractual services with the Federal Department of Transportation.

17. AMENDMENTS, WAIVER, MERGER, AND COUNTERPARTS

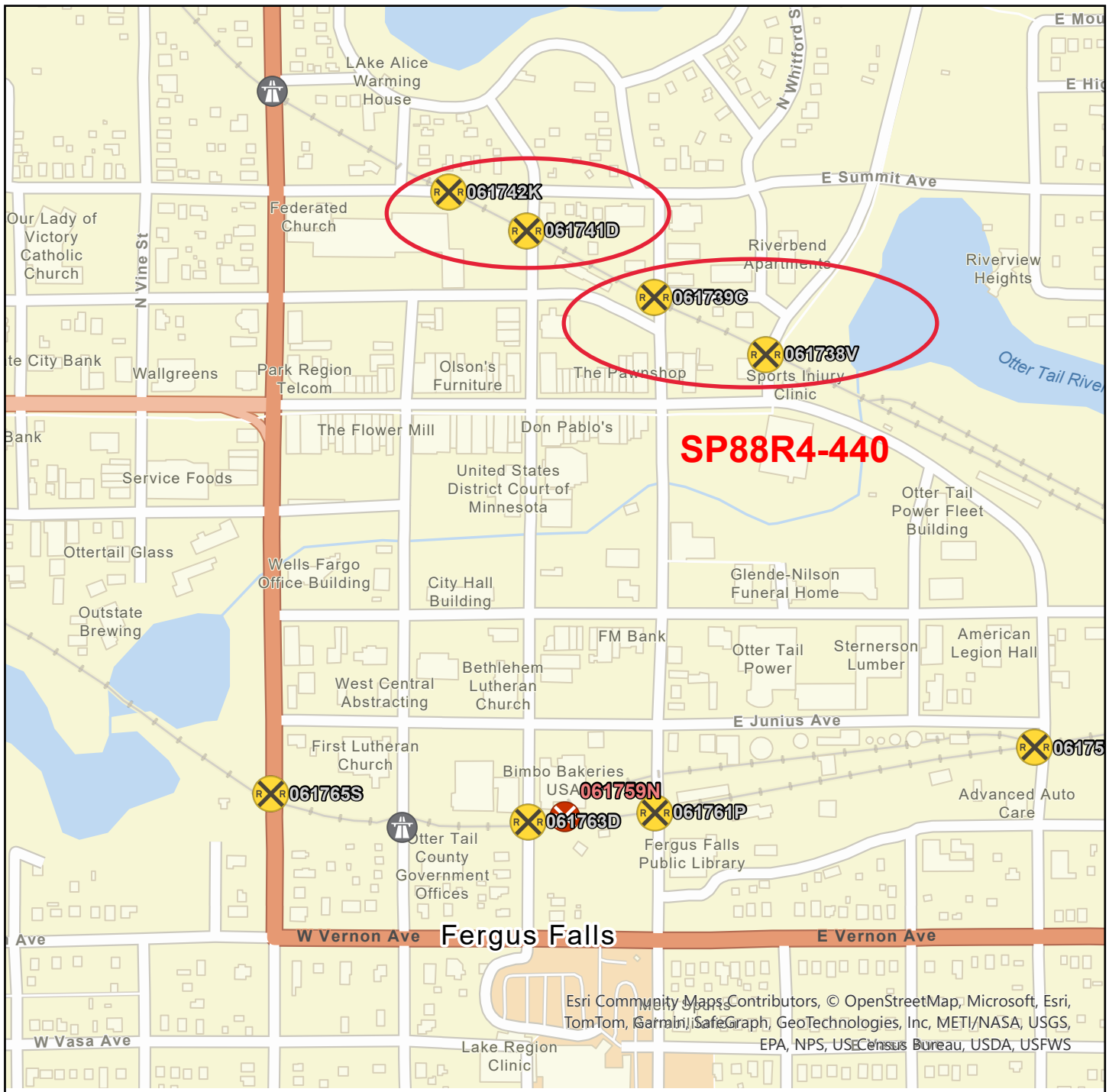
Any amendments to this Agreement must be in writing and executed by the same parties who executed the original Agreement, or their successors in office. Failure of a party to enforce any provision of this Agreement will not constitute or be construed as, a waiver of such provision or of the right to enforce such provision. This Agreement contains all prior negotiations and agreements between the Local Agency and the State. No other understandings, whether written or oral, regarding the subject matter of this Agreement will be deemed to exist or to bind either or both of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

APPENDIX A

Non-Discrimination Provisions of Title VI of the Civil Rights Act of 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

- (1) **Compliance with Regulations:** The Contractor will comply with Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Federal Highway Administration (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix “A”, “B” and “C”.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligation under this contract and the Regulations relative to discrimination on the ground of race, color or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for noncompliance:** In the event of contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



SP88R4-440

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DETAILED COST ESTIMATE

<u>Preliminary Engineering</u>	<u>\$275,000.00</u>
Total Estimated Cost	\$275,000.00

State Project: 88R4-440
Agreement No: 1057668
Railroad: OTVR
Location: MSAS 145 (Cascade St.)
MSAS 116 (Mill St.)
City: Fergus Falls
Date: August 2, 2024

Exhibit C

EXHIBIT D

LOCAL AGENCY RESOLUTION

BE IT RESOLVED that the City of Fergus Falls (Local Agency) enter into an agreement with the Commissioner of Transportation for roadway improvements to MSAS 116 (Mill St.) and MSAS 145 (Cascade St.) at the railroad crossings (USDOTNOS. 061741D, 061739C) over the tracks of Otter Tail Valley Railroad Company, Inc.

BE IT FURTHER RESOLVED, that the _____ and _____
(Title) (Title)

be and they are hereby authorized to execute said agreement and any amendments thereto for and on behalf of the Local Agency.

Dated this ____ day of _____, 2024.

STATE OF MINNESOTA

CERTIFICATION

CITY OF FERGUS FALLS

I hereby certify that the foregoing Resolution is a true and correct copy of a Resolution presented to and adopted by the City of Fergus Falls Board at a duly authorized meeting thereof held by the City Council, in the City of Fergus Falls, Otter Tail County, Minnesota, on the _____ day of _____, 2024 as disclosed by the records of said City in my possession.

By: _____

Title: _____

**TASK ORDER NO. 8
CITY OF FERGUS FALLS AND BOLTON & MENK, INC.
TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES**

TASK ORDER NO: 8

CLIENT: City of Fergus Falls, MN

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: July 3, 2024

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: November 5, 2021

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services (“Master Agreement”) as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement. CLIENT and CONSULTANT agree as follows:

1.0 Scope of Services:

CONSULTANT shall perform Services listed in the attached scope of services for the OTVR Signal System Replacement Project, P.I. No. 9776. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as detailed in the attached scope of services.

3.0 Schedule:

Schedule for performance of Services will be as follows, such that all services will be completed by October 31, 2025.

4.0 Deliverables

Deliverables will as set forth in the attached scope of services.

5.0 Term

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT’S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

6.0 Project Managers

Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

CLIENT:

City of Fergus Falls
Brian Yavarow, P.E.
112 W Washington Ave
Fergus Falls, MN 56537-2568
Office Phone: 218-332-5400
Email: Brian.Yavarow@ci.fergus-falls.mn.us

CONSULTANT:

Bolton & Menk, Inc.
Grant J. Kuper, P.E.,
3168 41st Street South, Suite 2
Fargo, ND 58104
Office Phone: 701-566-5339
Email: Grant.Kuper@bolton-menk.com

City of Fergus Falls:

CONSULTANT: Bolton & Menk, Inc.

By: _____

By: _____

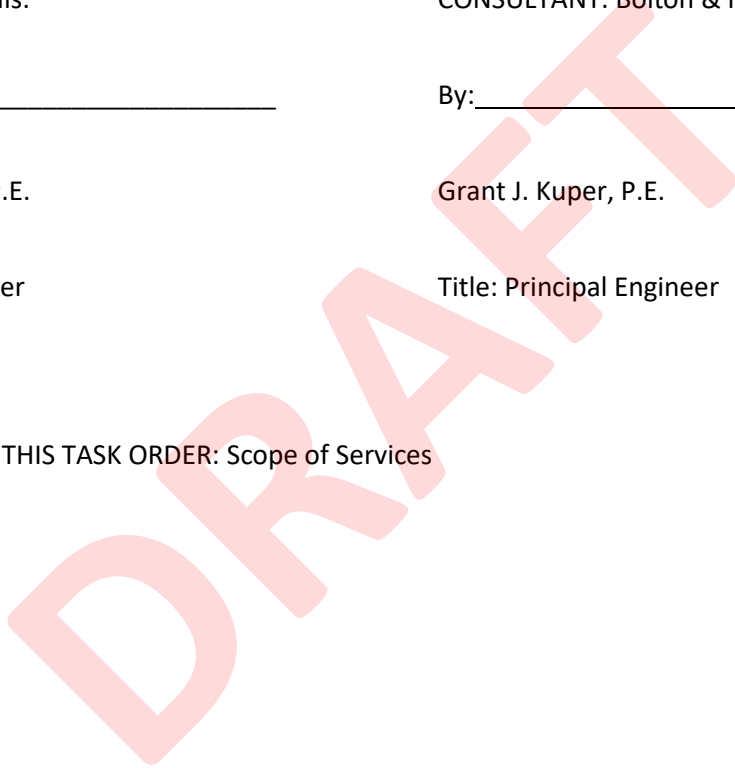
Brian Yavarow, P.E.

Grant J. Kuper, P.E.

Title: City Engineer

Title: Principal Engineer

ATTACHMENTS TO THIS TASK ORDER: Scope of Services





Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

July 3, 2024

Mr. Brian Yavarow
City of Fergus Falls
112 West Washington Avenue
Fergus Falls, MN 56537

RE: Scope of Services Proposal
OTVR Signal System Replacement Project, P.I. 9776
City of Fergus Falls, MN

Dear Brian,

Thank you for requesting a proposal from Bolton & Menk to complete the design and construction services for the Otter Tail Valley Railroad Signal System Replacement Project in Fergus Falls, Minnesota. The purpose of this project is to make necessary street revisions to allow for railroad crossing gate arms to be installed at four intersections. The revisions consist of, but are not limited to corridor geometric adjustments, curb and gutter realignment, sidewalk revisions, and mill and overlay at the street/railroad intersections. The intersections requiring revisions are located at North Friberg Avenue, Cascade Street, Mill Street, and Summit Avenue.

SCOPE:

1. Project Management and Public Engagement

This task includes project team meetings, project oversight (general day-to-day project management, administration, and coordination), coordination with City of Fergus Falls, MnDOT, Landowners, and Otter Tail Valley Railroad, schedule updates, and invoices. Public Engagement will consist of two public open house meetings discussing the planned improvements and a council meeting presentation. The first open house will occur early in project development to introduce the project to the public and ask for feedback. The second open house will occur between 60% and 90% plan development and will focus on how we used public feedback to design the project and how we will stage construction of the improvements. If requested, Bolton & Menk will provide an update and presentation to the council on the project.

2. Topographic and Boundary Survey

Bolton & Menk will use traditional surveying methods to gather all PLSS section lines and corners, existing right-of-way, existing surface features and underground utilities as marked through the OneCALL process. Topographic survey will be collected at each of the four individual crossings.

3. Design

The task includes the development of preliminary plans, final plans, specifications, estimate, and administering the bidding and contract award process. The plans will follow MnDOT State Aid

Standards. Plan sections include title sheet, general layout, quantity tabulations, details, utilities, construction phasing and traffic control, alignments, existing topography, removals, typical sections, street plan & profile, sidewalk, drainage, erosion control, turf establishment, pavement markings, signage, lighting, cross sections. Bolton and Menk's design does not include railroad crossing gate arm improvements; any design or construction of railroad features will be performed by the railroad or their designated consultant.

As mentioned previously the project area consists of four individual street/RR intersections. Improvements for each are as follows:

- a. Friberg Avenue Intersection – this intersection improvement consists of concrete sidewalk realignment to allow for new railroad gate arm to be installed.
- b. Cascade Street Intersection – Improvements for this intersection consist of narrowing the roadway widths with concrete curb bump outs to allow for railroad gate arms to be installed. Due to the proximity of East Cavor Avenue, a concrete median is planned to revise this intersection to right-in/right/out.
- c. Mill Street Intersection – Improvements for this intersection consist of narrowing the roadway widths with concrete curb bump outs to allow for railroad gate arms to be installed.
- d. Summit Avenue - Improvements for this intersection consist of narrowing the roadway widths with concrete curb bump outs to allow for railroad gate arms to be installed.

4. Construction Administration

- a. Bolton & Menk will perform the Construction Project Representative (CPR) Services for the duration of the project. In addition, Bolton & Menk will perform Construction Staking and Construction Contract Administration. A subconsultant will be hired by Bolton & Menk to complete the required material sampling and testing.

FEES:

Bolton and Menk proposes to bill for our work on this project on a lump sum basis as noted below in the fee schedule.

Estimated Fees	DTRF 2 Site
1. Project Management and Public Engagement	\$35,000.00
2. Topographic and Boundary Survey	\$20,000.00
3. Design	\$100,000.00
4. Construction Administration	\$120,000.00
Total Lump Sum	\$275,000.00

Name: OTVR Signal System Replacement Scope of Services

Date: July 3, 2024

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SCHEDULE:

Anticipated Notice to Proceed: July 2024

Design:

Start – August 2024

Public Input Meeting 1 – October 2024

Public Input Meeting 2 – December 2024

Final Plans – January 2025

Bidding – February, 2025

Bid Opening – February, 2025

DELIVERABLES:

- Agendas and minutes from City Review meetings
- Communication content for public input meetings
- Preliminary and Final Cost Estimates
- Final Construction Documents and Specifications
- Copies of all required pay estimates and correspondence
- As-built drawings (PDF format)
- As-built utility line work in GIS and CAD formats

We pride ourselves on doing whatever it takes to deliver a successful project for our clients. We're excited to assist the City of Fergus Falls on this project to further enhance safety of both vehicular and pedestrian traffic.

Please feel free to contact me at any time at 701-540-7444 or Grant.Kuper@bolton-menk.com you have any questions or concerns regarding this proposed scope of services.

Sincerely,

Bolton & Menk, Inc.

Grant J. Kuper, P.E., C.F.M.

Principal Engineer