



Tim Gladhill, Community Development Director
City of Ramsey
7550 Sunwood Drive, NW
Ramsey, MN 55303

Dear Tim;

Thank you for the opportunity to submit a proposal to you and the City of Ramsey for planning services. WSB & Associates, Inc. has a strong Community Planning and Economic Development group to serve your ongoing land use planning and zoning administration needs, and we are excited at the prospect to work with the City of Ramsey.

Enclosed you will find the following information:

- 1) General information about the our company and the benefits of working with us
- 2) A listing of services our Community Planning and Economic Development group provides
- 3) Detailed information about the proposed team to serve your planning needs, hourly rates, and bios
- 4) A copy of a typical Professional Services Agreement

The WSB Way

Our company was founded in 1995 with a corporate culture rooted in “The WSB Way”. The three tenets, Integrity, Over-the-Top Customer Service, and Technical Excellence, have become engrained in our company culture. In 2010, the company saw our clients’ need for planning services and we built our Community Planning and Economic Development.

In addition to our professional services, choosing to work with WSB means having access to a variety of “value added” services for no extra cost. One of our most valuable is access to our grants and funding analysis, a clearinghouse of hundreds of grant opportunities ranging from large, infrastructure funding sources, to smaller community development/economic development grant opportunities. Another benefit of working with our company is open and free access to WSB University, our educational programs. WSB University holds several trainings a month on a variety of topics ranging from leadership development to understanding the upcoming Comprehensive Planning process. As clients, you have open access to both our grants and funding resources and WSB University.

Our Community Planning and Economic Development Team

WSB’s Community Planning team includes 7 community planning staff and 2 economic developers with a wide range of experience, expertise, and passions. Our group works collaboratively within the group and with other services within the company to ensure the best value and over the top customer service for our clients. We work closely with Landscape Architecture, GIS, and the Private Development group to integrate the site level design eye and the private development community into our work to ensure a practical and realistic approach.

We provide day-to-day planning/economic development services for 13 communities within the state of Minnesota. Day-to-day planning services vary among clients, but include: review of land use applications, building permit review, zoning administration, preparing packets, staffing, and presenting at Planning Commissions and Economic Development Authorities, and code enforcement. We prepare marketing materials in the form of Community Profiles, which highlight properties for sale and the community's assets. Our community planners also undertake special projects for cities including small area planning, community engagement efforts, downtown planning, housing studies, and comprehensive planning. Our staff members work collaboratively to prepare industrial park expansion plans as well. We are currently working on two for the cities of Savage and Princeton to help them identify business needs, prioritize investment, and interview businesses about their future expansion needs.

Based on the request for quotes submitted, we propose the below staff from our team to assist with your Community Development needs, however, our full team will be available to assist as needs arise in their respective areas of expertise. Based on anticipated allocation of hours, we anticipate the average billing rate to be **\$86** per hour.

Breanne Rothstein, AICP, Project Manager, Community Planner (\$114)

Role: Primary point of contact, major subdivision review, comprehensive plan amendment submittals, COR Development Plan Support.

Breanne is a community planner with over ten years' experience in municipal and consulting planning. She worked for seven years as staff planner with the cities of Ramsey and Minnetrista and has reviewed over 2,000 residential lots and at least 20 commercial/multi-family site plans in her tenure. Since becoming a consultant, Breanne has worked in a variety of urban, suburban, and rural settings and has a deep understanding and passion for the integration of key planning and economic development principles. In the past three years, she has both served as support and led a number of community engagement and small area planning processes. Breanne has a close working relationship with the Metropolitan Council local planning assistance staff, as she has completed and submitted several complicated Comprehensive Plan Amendment requests, including projects in Minnetrista, Prior Lake, and Afton.

Addison Lewis, Community Planner (\$72)

Role: Secondary point of contact – building permit review, variance, conditional use permit review.

As the consultant city planner for the cities of Long Lake and Falcon Heights, Addison's responsibilities include zoning administration, building permit review, processing land use applications, meeting with residents and developers and making presentations before the Planning Commission and City Council. In addition, Addison serves as code enforcement officer for the City of South St. Paul where he is regularly engaging with residents and business owners regarding zoning issues. Addison's depth of experience working in a wide variety of cities makes him well suited for his proposed role to provide the City of Ramsey with the type of service it seeks.

Eric Maass, Economic Development Support (\$72)

Role: Planning and Economic Development Support - COR Development Plan support, data mining and community profile support

Eric works with communities to help them develop land use strategies that will increase the overall sense of place and which benefit local economies. His ultimate goal is to aid communities in guiding and designing places that people will want to return to time and time again. His background in landscape architecture coupled with land use planning offer a unique perspective of viewing a site from a multitude of scales. Eric is currently the day to day staff planner for one municipality, provides economic development support to two communities, and is managing two projects on behalf of the City of Duluth which include a Small Area Plan and a Strategic Action Framework for the St. Louis River corridor.

An example of a typical Professional Services Agreement is enclosed for your reference. We are open to using a city template as well.

We sincerely hope you consider the WSB team to provide planning services to the City of Ramsey. Our value-added grants/funding services and WSB University, the depth of our Community Planning team, our passion for community-building, and our reasonable hourly rates are just a few of the reasons to consider our team. Please feel free to call me anytime to discuss this proposal. We sincerely hope you select us to serve as support to your Community Development Department!

Sincerely,



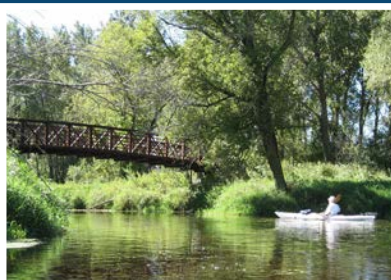
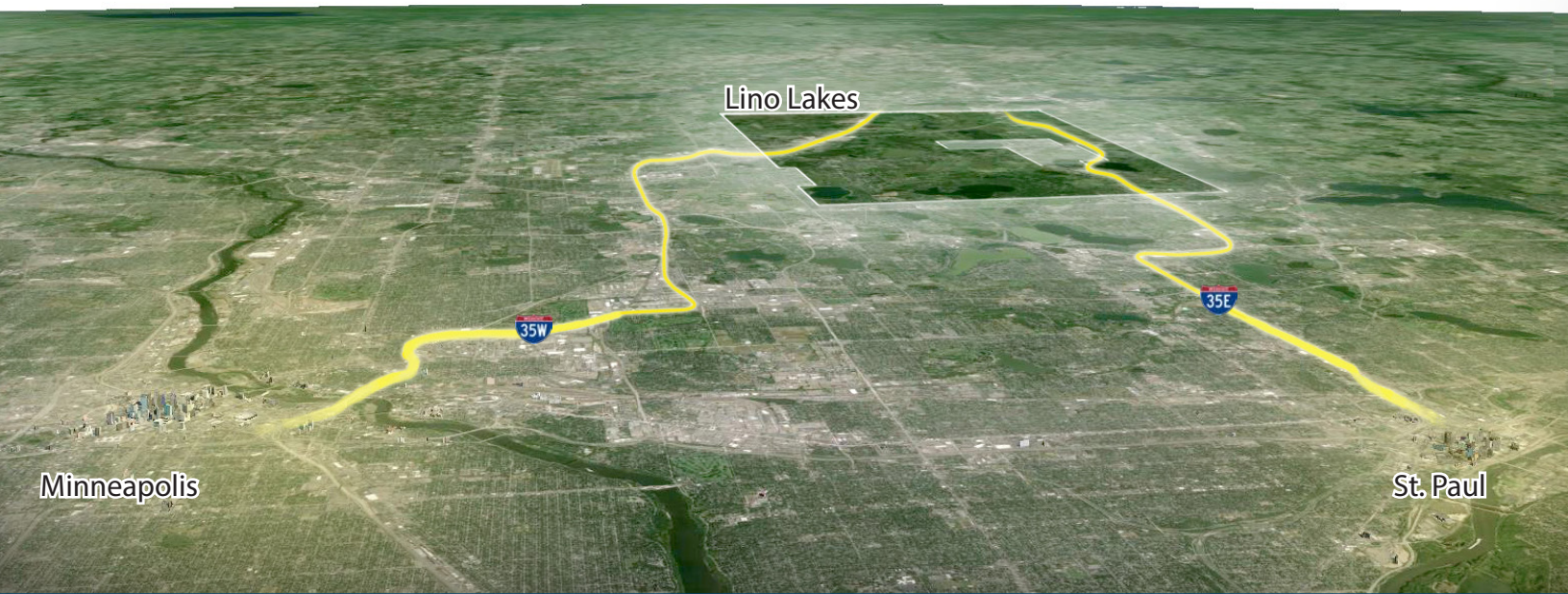
Breanne Rothstein, AICP
Group Manager
Community Planning and Economic Development



Incredible Spaces. Outstanding Opportunities.



THE CITY OF LINO LAKES Community Profile





Incredible Spaces. Outstanding Opportunities.

Community Snapshot

Named...
"Among Best U.S. Cities to Live"
 by: Money Magazine

62 Miles of Trails  **15** Miles of Canoe Trails 

\$255,178
 Median Home Value
\$106,181
 Median Household Income


6,382 Households

20,833 Lino Lakes Population 

5,550 Acres of Connected Regional Parkland  **21** City Parks

37 years
 Median Age

Source: ESRI Business Analyst Online

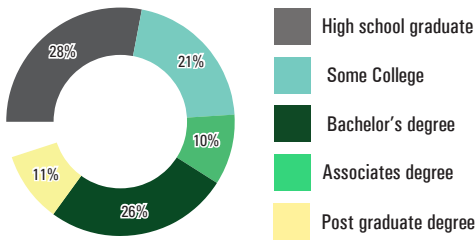
Rice Creek Chain of Lakes Regional Park

Centennial School District **8** out of 10



Source: Zillow Real Estate Network

Education Achievement - City of Lino Lakes



Source: American Community Survey (2014)

Lino Lakes Top 10 Employers

Company Name	# of Employees
State of Minnesota Corrections	447
Centennial School District	391
Target Corp	200
Curtis 1000	162
Molin Concrete	130
Rehbein Transit	130
Custom Remodelers	125
Kohls	123
City of Lino Lakes	86
Hampton Inn & Suites	80

Source: City of Lino Lakes (2014)

Population Projections for Anoka County

Total Population				Percent Change	
2010	2020	2030	2040	2010-2020	2010-2040
330,844	360,882	384,397	398,229	8.3%	16.9%

Source: Minnesota State Demographic Center - (March 2014)

How to Get Here



Interstate/Highway: Lino Lakes is located between 35W and 35E providing ample vehicular accessibility to both Minneapolis and St. Paul metropolitan centers

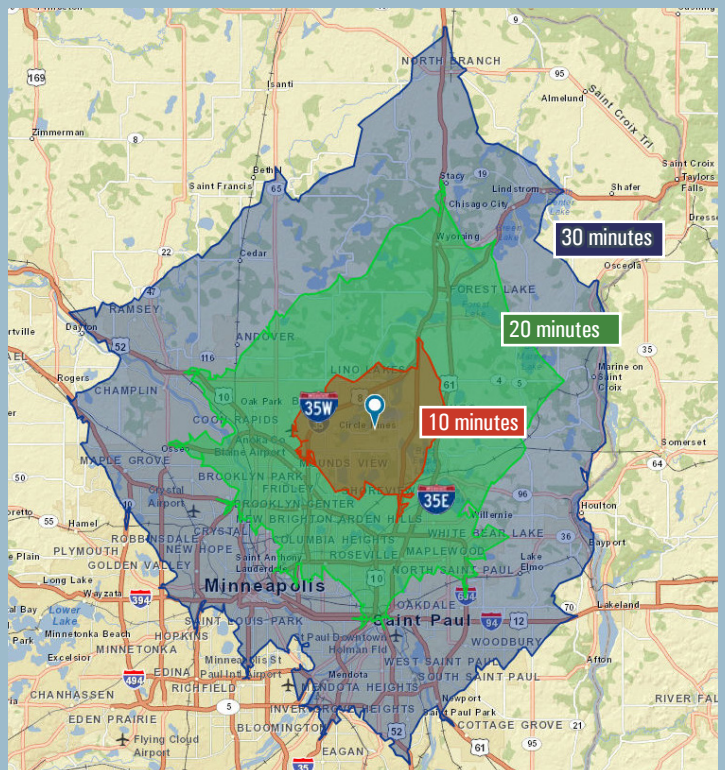


Air: Located 28 miles northwest of the Minneapolis/St. Paul International Airport and 9 miles from the Anoka County Regional Airport.

Drive Time Data

	10 Minute	20 Minute	30 Minute
Population	69,729	549,833	1,698,275
Households	25,729	212,292	671,489
Median Age	40.0	38.0	35.5

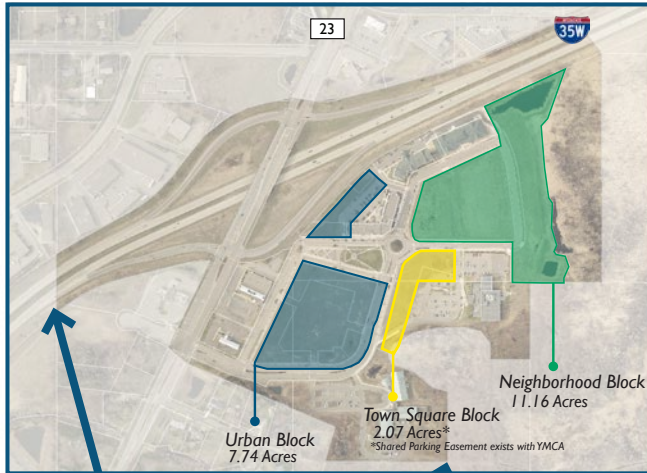
Proximity to Metro and Drive Times



Incredible Spaces. Outstanding Opportunities.



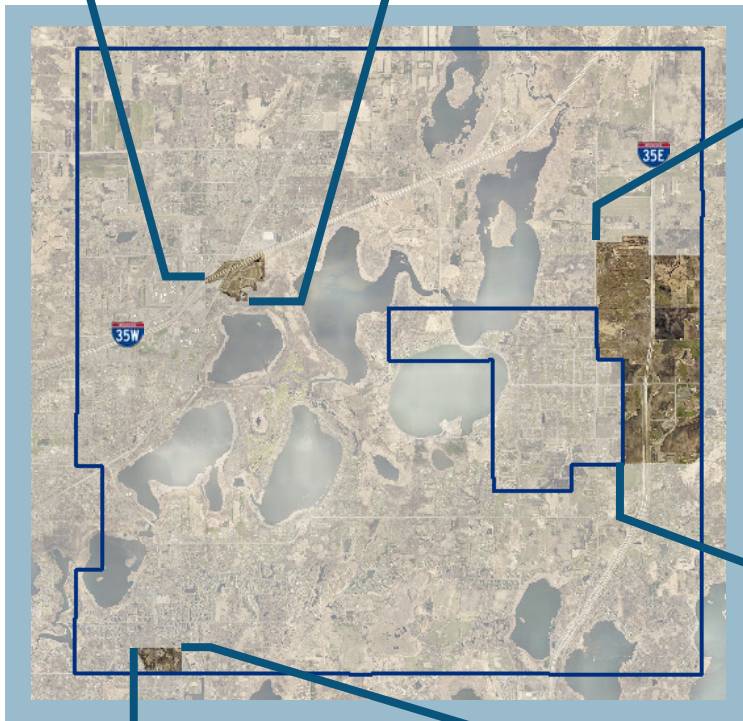
Development Areas of Interest



Woods Edge Development

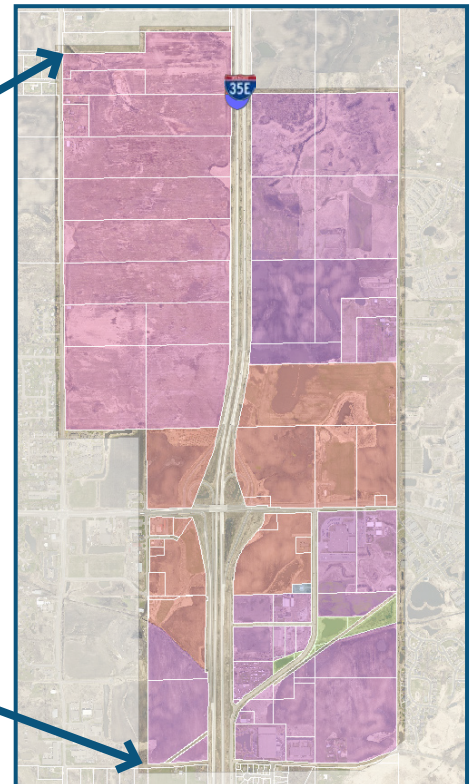
Total: 20.97 Acres

Woods Edge, conveniently located at the interchange of Interstate 35W and County Highway 23, lies in the heart of Lino Lakes' growing town center. The development currently includes City Hall, bank, medical clinic, apartments, senior living, and one of the most successful YMCA's in the metro area. Pad sites and built leasable space for restaurants, retail and service uses are all available. Higher density housing is an integral part of the design plan, and the City welcomes townhome, senior and apartment developers. Approximately 20 acres, with public infrastructure in place, are available for development.



County Road J & Hodgson

This gateway into southern Lino Lakes shares its border with the City of Shoreview and nearby North Oaks. Prime for both green development and redevelopment, it promises exciting opportunities for developers of both residential and commercial centers. A master plan for the area is completed and the City is eager to work in partnership with innovative developers to turn this into a neighborhood jewel.



- Industrial
- Commercial
- Mixed Use
- Institutional
- Park Space

35E Corridor Proposed Land Use

One of the largest undeveloped interchanges in the metro area is drawing the attention of major development groups and big box retailers. This I-35E Corridor, just 25 minutes from downtown St. Paul, is a virtual untapped market in the northeast metro area that stretches all the way to Wisconsin. This corridor is projected to experience significant growth over the next 20 years. With a newly constructed interchange, commercial opportunities abound and hundreds of acres are available for corporate campus environments.



Incredible Spaces. Outstanding Opportunities.



Development Opportunities abound in Lino Lakes.

Helpful Links:

Economic Development in Lino Lakes-
www.ci.lino-lakes.mn.us

Greater MSP-
www.greatersp.org

Quad Area Chamber of Commerce-
www.quadchamber.org

Twin Cities Gateway - Convention and Tourism Bureau-
www.tcgateway.com



Local Assistance Programs

Tax Increment Financing (TIF)

Assistance for land write-down and/or site improvements for qualified businesses.

Assistance may include:

- Acquisition of land
- Preparation of sites for development
- Construction or reconstruction of public improvements
- Removal of polluted lands as needed
- Tax increment financing, tax abatement, or other financial tools available to the city

Regional Assistance Programs

Minnesota Investment Fund

Low interest loans to industrial, manufacturing and technology businesses.

Small Business Development Loan Program

This loan is through the Minnesota Agricultural and Economic Development Board who issues industrial development bonds.

Small Business Administration (SBA)

Assistance with SBA loans.

Lino Lakes Welcomes YOU!

The City of Lino Lakes' Community Development Department provides comprehensive services to prospective and existing businesses by assisting with site and building information, financial assistance, and guidance through the regulatory and development process.

Michael Grochala, Community Development Director
michael.grochala@ci.lino-lakes.mn.us
(651) 982-2427

**WSB & ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made as of the 20th day of January, 2015, by and between Lent Township, Stacy, Minnesota, hereinafter referred to as Client, and WSB & Associates, Inc., hereinafter referred to as Consultant, with offices located at 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416.

Witnesseth, that the Client and Consultant, for the consideration herein named, agree as follows:

SECTION 1 / GENERAL CONTRACT PROVISIONS

These provisions shall be as set forth in Exhibit A.

SECTION 2 / SCOPE OF WORK

The scope of work to be performed by Consultant is set forth in Exhibit C. The work and services to be performed hereunder and described in Exhibit C shall be referred to herein and in the General Contract Provisions as the Project.

SECTION 3 / COMPENSATION

Compensation to Consultant for services described in this agreement shall be as designated in the attached Exhibit D and as hereinafter described.

SECTION 4 / WORK SCHEDULE

The anticipated schedule is set forth in Exhibit C.

SECTION 5 / SPECIAL CONDITIONS

Special conditions, if any, are as set forth in Exhibit G.

SECTION 6 / EXHIBITS

The following initialed Exhibits are attached to and made a part of this Agreement (check all that apply):

- Exhibit A General Contract Provisions
- Exhibit B Client Responsibilities
- Exhibit C Scope of Work
- Exhibit D Compensation
- Exhibit E Insurance Schedule
- Exhibit F Fee Schedule
- Exhibit G Special Conditions

SECTION 7 / ACCEPTANCE OF AGREEMENT

All work and services described in this agreement shall be performed by Consultant only after written acceptance of the Client. The undersigned hereby accept the terms and conditions of this agreement and Consultant is hereby authorized to perform the services described herein.

CLIENT: Lent Township

CONSULTANT: WSB & ASSOCIATES, INC.

ADDRESS: 33155 HEMINGWAY AVENUE
STACY, MN 55079

ADDRESS: 701 XENIA AVENUE SOUTH
SUITE 300
MINNEAPOLIS, MN 5 5416

BY: Gene W. Olson

BY: Bret A. Weiss

SIGNATURE: Gene W. Olson

SIGNATURE: Bret A. Weiss

TITLE: Chairman

TITLE: President/CEO

BY: Laura LeVasseur

BY: Jay Kennedy

SIGNATURE: Laura LeVasseur

SIGNATURE: Jay Kennedy

TITLE: Clerk

TITLE: Vice Pres.

WSB & ASSOCIATES, INC.
EXHIBIT A
GENERAL CONTRACT PROVISIONS

ARTICLE 1 - GENERAL

These general contract provisions are incorporated in and become a part of the Agreement to which it is attached between WSB & Associates, Inc., hereinafter referred to as Engineer, and the other party to the Agreement, Lent Township, hereinafter referred to as Town, wherein the Town engages the Engineer to provide certain services more particularly described in Exhibit C, Scope of Work. Either party may be hereinafter referred to as party or, collectively, parties. The starting date will commence when authorized by the Town.

ARTICLE 2 - CHANGED CONDITIONS

If the Engineer determines that any services it has been directed or requested to perform are beyond the scope as set forth in Exhibit B or that, due to changed conditions or changes in the method or manner of administration of the Project, the Engineer's effort required to perform its services under this Agreement exceeds the estimate which formed the basis for the Engineer's compensation, Engineer shall promptly notify the Town of that fact. Additional work and additional compensation for such work, and the extension of time for completion thereof, shall be set forth in a supplemental agreement entered into by the parties prior to proceeding with any additional work or related expenditures. Such supplemental agreement shall be incorporated in and become a part of this Agreement. In absence of said supplemental agreement, amounts of compensation and time for completion shall be equitably adjusted.

ARTICLE 3 - TERMINATION

This Agreement may be terminated by either party upon thirty days' written notice without cause. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Engineer pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Town pursuant to Article 4. All provisions of this Agreement allocating responsibility or liability between the Town and Engineer shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 4 - REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

During the course of the work, the Engineer (shall, if requested,) make available to the Town copy(ies) of the Instruments of Service. At the time of completion or termination of the work, the Engineer may make available to the Town upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Town's obligation under this Agreement. Any use or re-use of such Instruments of Service by the Town or others without written verification or adaption by the Engineer except for the specific purpose intended will be at the Town's risk and full legal responsibility.

The Town agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Town or any person or entity that acquires or obtains the reports, plans and specifications from or through the Town without the written authorization of the Engineer. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Engineer, and Engineer makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose.

ARTICLE 5 - AGREEMENT

As used herein Agreement means:

- (1) The agreement for engineering, surveying and planning services;
- (2) These general contract provisions;
- (3) The attached exhibits; and
- (4) The supplemental agreement, where applicable.

As to superseding effect, the attached exhibits shall govern over these

general provisions, and the supplemental agreement, where applicable, shall govern over attached exhibits and these general provisions.

The Agreement constitutes the entire understanding between the Engineer and Town. The Agreement supersedes all prior written or oral understanding and may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

ARTICLE 6 - RESPONSIBILITIES

A. In order to permit the Engineer to perform the services required under this Agreement, the Town shall, in proper time and sequence and where appropriate to the Project, at no expense to the Engineer:

1. Provide available information as to its requirements for the Project.
2. Guarantee access to and make all provisions for the Engineer to enter upon public and private lands to enable the Engineer to perform its work under this Agreement.
3. Provide such legal, accounting and insurance counseling services as may be required for this Project, (such as review of insurance certificates, bonding clarifications and legal questions regarding property acquisition or assessment).
4. Notify the Engineer whenever the Town observes or otherwise becomes aware of any defect in the Project.
5. The Lent Town Board or a person or persons designated, shall act as Town's representative with respect to the services to be rendered under this Agreement. The Town's representative shall have the authority to transmit and receive instructions and information and to interpret and define the Town's policies with respect to services rendered by the Engineer.
6. Furnish data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, probings and sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data.
7. Review all reports, sketches, drawings, specifications and other documents prepared and presented by the Engineer, obtain advice of legal, accounting and insurance counselors or others as Town deems necessary for such examinations and render in writing decisions pertaining thereto within reasonable times so as not to delay the performance by the Engineer of the services to be rendered pursuant to this Agreement.
8. Where appropriate, endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Engineer of any work on the Project.
9. Provide record drawings and specifications for all existing physical plants of facilities which are pertinent to the Project.
10. Where available provide other services, materials, or data as may be set forth.
11. Bear all costs incidental to compliance with the requirements of this article.
12. Provide the foregoing in a manner sufficiently timely so as not to delay the performance by the Engineer of the services in accordance with the Contract Documents.

B. Engineer shall be entitled to rely on the accuracy and completeness of information or services furnished by the Town or others employed by the Town. Engineer shall endeavor to verify the information provided and shall promptly notify the Town if the Engineer discovers that any information or services furnished by the Town is in error or is inadequate for its purpose.

ARTICLE 7 - OPINIONS OF COST

Opinion, if any, of probable cost, construction cost, financial

evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for are made or to be made on the basis of the Engineer's experience and qualifications and represent the Engineer's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the Engineer does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work of necessity must be speculative until completion of construction or acquisition. Accordingly, the Engineer does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by the Engineer.

ARTICLE 8 - INSURANCE

Engineer has procured insurance in the types and amounts set forth in Exhibit E.

ARTICLE 9 - ASSIGNMENT

This Agreement, intended to secure the service of individuals employed by and through the Engineer, shall not be assigned or transferred without written consent of the Town.

ARTICLE 10 - CONTROLLING LAW

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

ARTICLE 11 - NON-DISCRIMINATION

Engineer will comply with the provisions of applicable Federal, State and Local Statutes, Ordinances, and Regulations pertaining to human rights and non-discrimination.

ARTICLE 12 - CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Town and Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

ARTICLE 13 - CONFIDENTIALITY

The Engineer agrees to keep confidential and not to disclose to any person or entity, other than the Engineer's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Engineer or furnished to the Engineer and marked CONFIDENTIAL by the Town. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend himself or herself from any suit or claim.

ARTICLE 14 - LOCATION OF UNDERGROUND IMPROVEMENTS

The Engineer and/or his or her authorized subconsultant will conduct the research that in his or her professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by the Engineer or his or her subconsultant will be performed in a manner consistent with the ordinary standard of care. The Town recognizes that the research may not identify all underground improvements and that the information upon which the Engineer relies may contain errors or may not be completed.

The Town agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Engineer and anyone for whom the Engineer may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by the Engineer, except that the Town does not release the Engineer, its principals, employees, agents and consultants from negligence which causes damage to underground improvements resulting from subsurface penetration locations established by the Engineer.

ARTICLE 15 - CONSTRUCTION OBSERVATION

The Engineer shall visit the project at appropriate intervals during construction to become familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. The Town has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. For Town-observed projects, the Engineer shall accept the construction of the project as being completed according to the construction documents upon a similar justification by the Town observer. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the Town desires more extensive project observation or full-time project representation, the Town shall request such services be provided by the Engineer as Additional Services in accordance with the terms of this Agreement. In this instance, the Engineer shall accept the construction of the project as being completed according to the construction documents. However, the Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

ARTICLE 16 - INDEMNIFICATION

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Town harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Engineer is legally liable.

The Town agrees to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Town's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Town is legally liable, and arising from the project that is the subject of this Agreement.

WSB & ASSOCIATES, INC.
EXHIBIT B
DEFINITIONS

- B.1 "HOURLY BASIS" means that the fee shall be determined by multiplying the number of hours of work performed, times the direct personnel cost for the appropriate labor classification shown on the fee schedule.
- B.2 "CONSTRUCTION COST" means the amount of the construction contract awarded for the improvement project, plus the value of any equipment, materials or supplies furnished by the Town for installation or use by the construction contractor, plus any increases in the contract amount implemented by change order, supplemental agreement or other instrument subsequent to award of the contract. Reductions in the contract amount subsequent to award will not be a basis for reducing the fee. If a construction contract is not awarded, the construction cost shall be considered to be the engineer's estimated cost for the construction of the improvement project, as prepared for the bid opening, unless the Town believes the engineer's estimate is unreasonable, in which case, the Engineer and the Town shall agree upon an alternate basis for determining the construction cost. Such alternate basis may include negotiation, development of an independent estimate by a third party, or other means.
- B.3 "EXPENSES" means costs incurred in the performance of the services described herein or authorized by the Town which are not direct personnel costs or overhead costs. Expenses include long distance telephone charges, subconsultant fees, testing costs, outside reproduction and printing costs, equipment rental costs and similar costs.
- B.4 "LUMP SUM PRICE" means an amount negotiated between the Town and Engineer for performance of the services specified in the Design Agreement which is subject to adjustment only if the Scope of Services changes or if circumstances beyond the control of the Engineer causes an increase in the cost of performance of the services.
- B.5 "DESIGN AGREEMENT" means a written order executed by an authorized representative of the Town describing the scope of services and engineering fee arrangement for an improvement project.
- B.6 "IMPROVEMENT PROJECT" means public improvement projects authorized by the Town and paid for with public funds.
- B.7 "DEDICATION PROJECT" means those proposed improvement projects to be constructed by private funding for eventual dedication to the public.

WSB & ASSOCIATES, INC.
EXHIBIT C
SCOPE OF WORK

GENERAL SCOPE OF SERVICES FOR IMPROVEMENT PROJECTS

C.1 PRELIMINARY REPORT/STUDY PHASE

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall in proper time and sequence:

- C.1.1 Consult with the Town representative to determine the requirements of the project, review available data, attend necessary conferences, and be available for general consultation.
- C.1.2 Advise the Town as to the necessity of the Town's providing or obtaining from others data or services and assist the Town in obtaining such data and services.
- C.1.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate in consultations with such authorities.
- C.1.4 Make such preliminary studies, layouts, or field surveys to verify and supplement existing elevation and topographic information and preliminary cost estimates to clearly identify potential construction or financing problems.
- C.1.5 Assist the Town in obtaining all required subsurface investigations as required for the preparation of the feasibility report.
- C.1.6 Prepare a feasibility report on the preliminary engineering study of the project in sufficient detail to indicate the problems involved. The report shall include the desired phased program, if required, and the appropriate alternate solutions. The report will also include schematic layouts, sketches, conceptual design criteria with appropriate exhibits to indicate the considerations involved (including applicable requirements of governmental authorities having jurisdiction over the project), preliminary estimate of project cost, typical examples of proposed assessments preliminary identification of right-of-way and easement requirements, and the Engineer's conclusions and recommendations.
- C.1.7 Furnish copies of the feasibility report documents and review the feasibility report with Town staff.
- C.1.8 If required, the Engineer shall present the feasibility report to the proper reviewing agencies and to the Town Board. The Engineer shall attend the public hearing for the project.

WSB & ASSOCIATES, INC.
EXHIBIT C
SCOPE OF WORK

C.2 FINAL DESIGN PHASE

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall, in proper time and sequence:

- C.2.1 On the basis of the accepted preliminary design documents and the current opinion of probable cost, prepare contract documents consisting of final drawings and specifications to show and describe the scope, extent, and character of the work to be furnished and performed by Contractor(s) including Advertisement for Bids, Instructions to Bidders, Bid Form, Form of Agreement, Performance and Payment Bond Form, General Conditions, Special Conditions, and Technical Specifications.
- C.2.2 Provide technical criteria, written descriptions and design data for use in filing applications for routine permits or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project, and assist the Town in consultations with appropriate authorities. The Engineer shall prepare and submit all permit applications to the appropriate agencies. The Town shall be responsible for all permit fees.
- C.2.3 Advise the Town of any adjustments to the latest opinion of probable cost caused by changes in extent or design requirements of the project and furnish a current opinion of probable cost based on the drawings and specifications.
- C.2.4 Prepare for review and approval by the Town, its legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, advertisement for bid and instructions to bidders, and assist in the preparation of other related documents.
- C.2.5 Attend necessary conferences and be available for general consultation.
- C.2.6 Furnish three (3) copies of the above documents and of the drawings and specifications and present and review them in person with the Town, along with completing a plans-in-hand site inspection. Make minor revisions and adjustments as required following review by the Town.

C.3 BIDDING PHASE

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall in proper time and sequence:

WSB & ASSOCIATES, INC.
EXHIBIT C
SCOPE OF WORK

- C.3.1 Furnish plans and specifications for agency review and furnish copies to the Town for bidding and construction purposes as a part of this Contract.
- C.3.2 Issue addenda as appropriate to interpret, clarify, or expand the bidding documents.
- C.3.3 Assist the Town in obtaining and evaluating bids and awarding contracts for the construction of the project.
- C.3.4 Consult with and advise the Town as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for the portions of the work as to which such acceptability is required by the bidding documents.
- C.3.5 Consult with and advise the Town concerning and determining the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- C.3.6 Attend bid opening and prepare bid tabulation sheets.

C.4 CONSTRUCTION PHASE

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall:

- C.4.1 Consult with and advise the Town and act as the Town's representative as provided in the contract documents, which may not be modified to affect Engineer's responsibilities except by written agreement signed by the Town and the Engineer.
- C.4.2 Conduct pre-construction conference to be attended by the Contractor, Town, and others as may be requested by the Town.
- C.4.3 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine if such work is proceeding in accordance with the contract documents. During such visits and on the basis of the on-site observations, the Engineer will keep the Town informed of the progress of the work and will endeavor to identify for the Town defects and deficiencies in the work of the Contractor(s). This agreement does not require the Engineer to evaluate contractor's safety methods. It is agreed that safety matters are Contractor's responsibility and that the Engineer shall be responsible only for

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EXHIBIT C
SCOPE OF WORK

the acts or omissions of its own employees. The Engineer may disapprove work as failing to conform to the contract documents. The Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Engineer shall be obligated, however, to disclose known dangerous circumstances to the Town.

- C.4.4 Review samples, schedules, shop drawings, the result of tests and inspections, and other data which the Contractor is required to submit, but only for the conformance with the design concept of the project and compliance with the information given in the contract documents, (but such review shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incidental thereto). The Engineer shall receive and review (for general content as required by the specification), maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by the Contractor in accordance with the contract documents.
- C.4.5 Issue all instructions of the Town to Contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required for the Town's approval and have authority, as the Town's representative, to require special inspection or testing of the work.
- C.4.6 Review the Contractor's application for payment, determine the amount owing the Contractor and make recommendations to the Town regarding the payment thereof.

The Engineer's recommendations are based on on-site observations as an experienced and qualified design professional. The recommendations by the Engineer constitute a representation to the Town that to the best of their knowledge, information and belief, the work has progressed to the point indicated on said application and the quality of work is in accordance with the contract documents, subject to the results of any subsequent test called for by the contract documents and any qualifications stated in his recommendations.

- C.4.7 Conduct, in the presence of the designated representative, a site visit to determine if the project is substantially complete and conduct a final site visit to determine if the work has been completed in accordance with the contract documents. Such site visits may include representatives from the Town and/or other involved governmental agencies. If the Contractor has fulfilled all of his obligations, the Engineer shall give written notice to the Town and the Contractor that the work is acceptable for final payment.

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EXHIBIT C
SCOPE OF WORK

C.4.8 The Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Engineer shall be obligated, however, to disclose known dangerous circumstances to the Town.

C.4.9 The Engineer shall furnish the Town with a list detailing final quantities and costs in a letter stating to the best knowledge of the Engineer that the work is in compliance with the plans, specifications and change orders.

C.5 SCOPE OF SERVICES FOR DEDICATION PROJECTS

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall:

C.5.1 Following written notice from the Town Board review the platting, concept, design, plans and specifications for each Dedication Project to determine that they comply with those written Town Standards that have been approved by the Town Board for such projects. Require the developer or his Engineer to submit the plans to appropriate utility companies and other concerned agencies for their review, concurrence and issuance of permits as required. Upon completion of the review, submit a written report to the Town Board to assist the Engineer and the Town Board in approving or disapproving the proposed Dedication Project.

C.5.2 Submit a written progress report to the Town Board for each Dedication Project under construction. The report should include budget, schedule and progress information.

C.5.3 Submit a written report to assist the Town Board in determining that the project has been satisfactorily completed. The Engineer shall acquire from the developer or the developer's engineer five (5) sets of plans of the work that have been revised to show "as constructed" conditions, said plans to be submitted to the Town within 90 days following completion of the project.

C.6 GENERAL SCOPE OF SERVICES AS TOWN ENGINEER

As Engineer for the Town, the Engineer shall perform the following duties:

C.6.1 General Engineering and Project Management, including capital planning, policy formulation, budgeting, and assistance with Public Works maintenance issues.

C.6.2 Construction Services, including monitoring of Town and private projects, review

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EXHIBIT C
SCOPE OF WORK

of construction plans, and construction staking and surveying.

- C.6.3 Preparation of engineering reports and technical correspondence, including determination of need, preparation, review for compliance with Town ordinances and policies, and review of reports prepared by other agencies.
- C.6.4 Participation in Town meetings, including Town Board, Planning Commission, internal staff meetings, and meetings with developers, members of the public, and other agencies.
- C.6.5 Respond to resident requests, including public presentations, evaluation of specific issues, and recommendations to staff and Town Board.
- C.6.6 Establish and maintain a library of permits and applications, contract documents, and other items as needed.
- C.6.7 Perform other duties as assigned from time to time by the Town Board.

C.7 SCOPE OF ADDITIONAL SERVICES AS THE TOWN ENGINEER

If authorized in writing by the Town, the Engineer shall furnish additional services of the following type:

- C.7.1 Providing services of professional subconsultants as required for a particular project.
- C.7.2 Providing the type of surveying or related engineering services necessary for preparation of permanent and/or temporary easements, boundary surveys, or plat documents.
- C.7.3 Providing services for preparation of preliminary and final assessment rolls.
- C.7.4 Review of developer's plats and concept plans. Provide assistance to the developer in preparing a plat for improvement projects.
- C.7.5 Additional services in connection with the project not otherwise provided for in this Agreement.

C.8 GENERAL SCOPE OF SERVICES AS TOWN PLANNER

As Planner for the Town, the Planner shall perform the following duties:

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EXHIBIT C
SCOPE OF WORK

- C.8.1 Review land use and development project proposals including, but not limited to, site plans, preliminary and final plats, conditional use permits, variances, interim use permits, subdivisions, ordinance amendments, and comprehensive plan amendments, for consistency with the Town's adopted zoning, the Town's policies and relevant laws, rules, and regulations.
- C.8.2 Provide interpretation and guidance relating to zoning code enforcement matters.
- C.8.3 Prepare planning reports and technical correspondence, including determination of need, preparation, review for compliance with Town ordinances and policies, and review of reports prepared by other agencies.
- C.8.4 Participate in Town meetings, including Town Board, Planning Commission, internal staff meetings, and meetings with developers, members of the public, and other agencies.
- C.8.5 Respond to resident requests, including public presentations, evaluation of specific issues, and recommendations to staff and Town Board.
- C.8.6 Update land use, zoning and other maps and records.
- C.8.7 Write and / or update the Town zoning code as requested.
- C.8.8 Establish and maintain a library of permits and applications, contract documents, and other items as needed.
- C.8.9 Perform other duties as assigned from time to time by the Town Board

C.9 SCOPE OF ADDITIONAL SERVICES AS THE TOWN PLANNER

If authorized in writing by the Town, the Planner shall furnish additional services of the following type:

- C.9.1 Identify grant opportunities and write grant proposals as directed by Town staff and the Town Board.
- C.9.2 Additional services in connection with the project not otherwise provided for in this Agreement.

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EXHIBIT D
COMPENSATION

D.1 The Town shall pay the Engineer and Planner for Basic Services rendered on the basis of a negotiated lump sum fee, on an hourly basis, or as a percentage of the construction cost, as mutually agreed to and deemed fair and reasonable for the particular work to be performed. The method of payment will be determined at the start of the project.

Engineer's current fee schedule with hourly rates is attached to this contract as Exhibit F. The rate schedule is for 2015, and will remain in effect for services rendered through December 31, 2015.

The fee schedule will be evaluated on an annual basis by the Engineer and Planner, and adjusted to account for inflation and other factors. The Engineer and Planner will submit a revised fee schedule prior to December 31 on an annual basis.

The following represents the compensation terms:

D.1.1 Town Board and Planning Commission

Engineer will be compensated at a lump sum rate of \$80 per meeting for Town Board and Public Works Committee meetings. Engineer will be compensated for attendance at Planning Commission meetings at our standard hourly rates.

Planner will be compensated for attendance at Planning Commission, Town Board, and other meetings requested by the Town at our standard hourly rates.

D.1.2 General Town Engineering and Planning Duties

Engineer and Planner will be compensated for these services based on the hourly rates listed in the fee schedule.

D.1.3 Projects

Compensation for specific studies or the design and construction of Town improvements will be determined on a project-by-project basis. The proposed compensation will be detailed within a written letter proposal submitted by the Engineer and / or Planner to the Town prior to beginning work. If the scope of the project changes after it is authorized, the Engineer or Planner will discuss it with the Town and determine an appropriate fee modification. Typically, project fees are billed either as lump sum, hourly not-to-exceed, or a percentage of the construction cost.

D.1.4 Development/Application Review

Services related to development review or review of other applications, will be completed by the Engineer and Planner on an hourly basis as needed. For items such as traffic studies, environmental reviews, and other more-defined items

related to development review, the Engineer will establish a scope and fees for ease of tracking against escrow account balances.

D.1.5 Independent Consultants

The cost of services performed by independent consultants or agencies for environmental evaluation, soil testing, laboratory services, or other services will be billed to the Town at the Engineer's cost with no markup.

D.1.6 Payment for Revisions or Other Work

If the Town directs that revisions be made to the plans and specifications following approval of the plans and specifications by the Town or if the Town Board directs Engineer and / or Planner to perform other work, the Engineer and Planner shall be compensated for the cost of such revisions at the hourly fee. The Engineer and Planner shall be given additional compensation when additions consist of enlargement or extension of the project. Additional compensation will be on the same basis as agreed to for the original plans and specifications.

D.1.7 Receipt of Payment

In order to receive payment for services, the Engineer and Planner shall submit monthly invoices describing in detail the services performed in accordance with this contract. Separate statements shall be submitted for each project or a detailed breakdown shall be furnished showing the distribution of charges to each project. The Town shall pay Engineer and Planner upon receipt of each monthly invoice. For hourly and percentage of construction cost contracts, the personnel who worked on the project shall be included. Construction services shall include daily reports detailing the time for each day that the individual was working on the project. All invoices will include the Town representative who authorized the work.

D.1.8 Expenses

Engineer and Planner shall be reimbursed for reasonable expenses related to the scope of services of this contract and/or individual projects. The Engineer and Planner shall be reimbursed for the actual cost of the expenses, without markup. Typical expenses include, but are not limited to, the following:

- Permit fees
- Plan and specification reproduction fees
- Costs related to the development of project photos

The following shall not be considered reimbursable expenses:

- Mileage
- Mobile phone usage
- Computer equipment time
- Preparation and reproduction of common correspondence
- Mailing



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER H. Robert Anderson & Assoc., Inc. 8201 Norman Center Drive Suite 220 Bloomington, MN 55437		CONTACT NAME: PHONE (A/C, No, Ext): 952.893.1933 FAX (A/C, No): 952.893.1819 E-MAIL ADDRESS:	
INSURED WSB & Associates, Inc. 701 Xenia Avenue South Ste. 300 Minneapolis, MN 55416		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers	
		INSURER B: XL Specialty Insurance Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 10/14-15 All Lines 1 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			680 8388R315 14	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			BA 8391R701 14	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP 8404R215 14	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB 3930T72 0 14	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	Professional Liability			DPR9718419	10/01/2014	10/01/2015	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B						Each Claim/ Annual Aggregate \$5,000,000 \$10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverages afforded by the insurance policies.

CERTIFICATE HOLDER Township of Lent 33155 Hemingway Ave Stacy, MN 55079	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Shorena M. Anderson
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2015 Rate Schedule

2015 RATE SCHEDULE

	Billing Rate/Hour
Principal	\$153
Associate / Senior Project Manager	\$133 \$143 \$153
Project Manager	\$117 \$123 \$129
Project Engineer	\$99 \$107 \$117 \$123 \$129
Graduate Engineer	\$78 \$83 \$89 \$94
Sr Landscape Architect / Sr Planner / Sr GIS Specialist	\$106 \$114 \$122 \$130 \$138
Landscape Architect / Planner / GIS Specialist	\$65 \$72 \$79 \$86 \$96 \$102
Engineering Specialist / Senior Environmental Scientist	\$88 \$95 \$101 \$108 \$117 \$126
Engineering Technician / Environmental Scientist	\$51 \$58 \$65 \$72 \$77 \$83
Construction Observer	\$87 \$93 \$98 \$104 \$110
Coring Crew	
One-Person Crew	\$160
Two-Person Crew	\$235
Survey Crew	
One-Person Crew	\$130
Two-Person Crew	\$160
Three-Person Crew	\$180
Underwater Inspection Dive Team	\$460
Office Technician	\$41 \$63 \$73 \$83
<p>Costs associated with word processing, cell phones, reproduction of common correspondence and mailing are included in the above hourly rates. Vehicle mileage is normally included in our billing rates, but can be charged separately if specifically outlined by contract.</p> <p>Reimbursable expenses include costs associated with plan, specification and report reproduction, permit fee, delivery cost, etc.</p> <p>Rate Schedule is adjusted annually.</p> <p>Each staff person is assigned one billing rate that is commensurate with their experience and expertise. Multiple rates illustrate the varying levels of experience within each category.</p>	

