



Real People. Real Solutions.

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May 23, 2018

Mr. Bruce Westby
City Engineer
7550 Sunwood Drive NW
Ramsey, MN 55303

RE: BUILD Grant Application Proposal

Dear Bruce,

We are pleased to present the following proposal to prepare a BUILD Grant Application funding request for the Ramsey Gateway Highway 10 improvements within the City of Ramsey. Upon approval of this proposal, Bolton & Menk will work closely with the City staff to prepare a persuasive funding application that meets the submittal requirements of the BUILD program.

Better Utilizing Investments to Leverage Development (BUILD) Transportation Grant

BUILD Transportation grants replace the pre-existing Transportation Investment Generating Economic Recovery (TIGER) grant program. U.S. DOT has formally announced a Notice of Funding Opportunity (NOFO) to apply for \$900 million in discretionary grant funding through the BUILD program. FY 2019 BUILD Transportation grants are for investments in surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant local or regional impact. BUILD funding can support roads, bridges, transit, rail, ports or intermodal transportation projects.

The deadline for applications to be submitted online on *July 15, 2019*. For this round of BUILD grants, the *maximum grant award is \$25 million*, and not more than \$90 million can be awarded to a single state.

Selection criteria encompass: *safety, economic competitiveness, quality of life, state of good repair, innovation and partnerships with a broad range of stakeholders.*

Bolton & Menk will draft the BUILD Grant Application in partnership with the City. Our team will utilize existing and continually developing study content, our expertise in competitive federal grant programs, and our working relationship with agency stakeholders to guide development of a competitive BUILD application.

Our team will prepare the request and necessary attachments as follows:

- Project narratives
- Project information form
- Cost estimate
- Schedule
- Project layout/ graphics / maps
- Agency resolutions
- Letters of support

Expectations of City Staff

- Online system registration
- Critical review of draft materials
- Assistance / Leadership in obtaining resolutions and letters of support

Ramsey Gateway Existing Phase 1 Scope

- Benefit/Cost analysis

Estimated Consultant Cost = \$12,000 - \$15,000

Estimate of Fees

Bolton & Menk, Inc. has identified a total estimated cost not to exceed \$15,000 to accomplish the services outlined above. Bolton & Menk is excited to have the opportunity to provide these services. If you have any questions, please do not hesitate to call me.

Sincerely,

Bolton & Menk, Inc.



Angie Bersaw AICP.

Principal Transportation Planner

We hereby accept this proposal, subject to the attached "Terms of Proposal", and authorize Bolton & Menk, Inc. to proceed with this work.

Accepted by: _____

Date: _____

Printed Name: _____

**Terms of Proposal
Bolton & Menk, Inc.**

The accompanying Proposal (hereinafter referred to as “Proposal”) is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as “Terms”) are an integral part of the Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule or scope of the Proposal.

A. Services: BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal shall be considered “Additional Services” and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. Client shall promptly inform BMI of any alleged defects in services provided or the project.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, property damage may occur due to excavations, tree and brush trimming, marking lines, etc. The cost to correct resulting damages has not been included in the fee. BMI will take precautions to minimize damage due to these activities and the Client agrees to reimburse BMI for any costs associated with required restoration work.

D. Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI’s profession currently practicing under similar conditions. **BMI makes no expressed or implied warranty with respect to its undertakings described herein.**

E. Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

F Project Approvals: Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements, BMI makes no representations as to acceptability or approvability of the project; or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to BMI is not contingent upon project approval.

G. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies

Terms of Proposal
Bolton & Menk, Inc.
(Continued)

H. Construction Phase Services: If construction phase engineering or staking services are included in this Proposal or subsequently authorized, Client is notified that BMI is not be responsible for means, methods, techniques or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.

I. Ownership and Alteration of Documents: All documents, including reports, specifications, drawings, field data, notes and documents or electronic media prepared or furnished by BMI under this agreement shall remain the property of BMI. The Client may make and retain copies for its use in connection with this project. However, such documents are not intended for reuse by the Client on any other project or alteration of the project by others without the written consent of BMI. Electronic media may be furnished for convenience of Client; however, only signed and certified hard copies of submittals may be relied upon as documentation of professional services provided.

J. Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either monthly or upon completion of services. Invoices are due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services.

K. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 18% on the unpaid balance. If any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

L. Termination of Services: This agreement may be terminated, upon written notice, by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

M. Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed \$20,000.00. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, if any.

N. Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall be submitted to mediation and/or arbitration. This Proposal anticipates that BMI and the Client will include a similar requirement in all agreements with contractors, sub-contractors, suppliers, consultants and fabricators concerned with this project.

O. Withdrawal of Proposal: This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this Proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph P.

P. Agreement: If the Proposal is accepted, the Client and BMI may enter into and execute an Agreement incorporating the Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. Upon request by the Client, BMI may, at its sole discretion and for the benefit of the Client, proceed with any proposed services prior to execution of a written agreement. In the absence of an executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.