

NOTICE OF ALBANY CITY COUNCIL MEETING

There will be a meeting of the City Council in and for the City of Albany, Stearns County, Minnesota at 6:30 o'clock in the evening on Wednesday, June 1, 2016, in the Council Room at 400 Railroad Avenue for the said City.

AGENDA

1. Convene meeting
2. Pledge of Allegiance
3. Audit Bills
4. Act on regular Council minutes of the meeting held on May 18th
5. Open Forum/Public comment
6. Liquor License renewals
7. Paul Wellenstein, Manager, Albany Golf Club – present proposed Food Service Agreement with owner/operator leasing kitchen space from the club.
8. Jeremy Mathiasen, City Engineer - Project Updates
 - 1st Street Professional Services Contract
 - 2016 5th Street Roadway and Utility Improvements-present Pay Application Number One to Larson Excavation Contractors
9. Joe Mergen, Public Works Supervisor – present unpaid utility bills and recommendation to discontinue water service if not paid pursuant to Ordinance No. 30.
10. Laurie Dingmann, Park Board and Community Education Liaison
11. John R. Harlander, Street Department and Albany Township Liaison
12. Tom Kasner, Fire Department, EDA Board, and Equipment
13. Ozzie Carbajal, Police Chief
14. John Greer, Police Department and Planning Commission
15. Daron Gersch, Utility Department and Albany Golf Club (AGC)
16. Tom Schneider, Clerk/Adm.
 - 1) Albany Chrysler Center annual Car Show to be held on August 5th.
 - Large Gathering Permit application
 - Resolution 2016-23 Mn Lawful Gambling application for Exempt Permit request by Albany American Legion Club
 - Albany American Legion Club for 3.2% Malt Liquor (Beer) Permit
 - 2) Resolution 2016-24-Mother of Mercy Mn Lawful Gambling application for Exempt Permit
17. Mayor's announcements and letters
18. Announce next meeting date and adjourn

Tom Schneider
Clerk/Adm.

To:	Mr. Tom Schneider and Albany City Council City of Albany	From:	Jeremy Mathiasen St. Cloud Office
File:	193801690	Date:	May 26, 2016

Reference: Engineering Update for the 6/1/16 Council Meeting

2015 Capital Improvements

Punch list work and cart path paving remain on this project. The golf course areas of the project have been re-seeded and re-fertilized.

5th Street Roadway and Utility Improvements

This week the Contractor completed the remaining water main south of 3rd Avenue (sanitary in this stretch already completed). Storm sewer and services are currently being installed on the south end of the project. Once the storm sewer is completed the Contractor will start rebuilding the roadway.

The Contractor is preparing the temporary water system for the north half of the project and hopes to start the sanitary sewer north of 3rd Avenue this coming week.

Payment voucher No 1 is on the agenda for the Council's review and approval. After this week the Contractor is approximately 30% through the project.

1st Street (TH 238) Utility Improvements

Our final design work remains on hold until we receive the final storm sewer and street designs from MnDOT.

If anyone has any project related or general questions feel free to contact me before the meeting or anytime. Jeremy – 320.529.4366 – Jeremy.mathiasen@stantec.com

Memo



Stantec

To: Tom Schneider & City Council members From: Jeremy Mathiasen

File: 2016 Capital Improvements Date: May 26, 2016

Reference: Payment Voucher #1 for Larson Excavating Contractors Inc.

For your consideration at your 6/1/16 council meeting is Payment Voucher No.1 for the 2016 Capital Improvements.

Payment Voucher No. 1 has been prepared for your review and generally includes the south half of the sanitary sewer, water main, pavement removals, and the pond excavation and restoration. The amount due as a result of **Payment Voucher No. 1 is \$242,646.34.**

At this time we are recommending approval of Payment Voucher No. 1 for Larson Excavating Contractors Inc. Should you have any questions about the work completed to date feel free to contact me.

STANTEC CONSULTING SERVICES INC.

Jeremy B. Mathiasen

Jeremy Mathiasen
Senior Project Manager
Office: 320.529.4366

One Team. Infinite Solutions.



Owner: City of Albany, P. O. Box 370, Albany, MN 56307-0370	Date: May 23, 2016
For Period: 4/25/2016 to 5/21/2016	Request No: 1
Contractor: Larson Excavating Contractors, Inc., 41354 Co. Rd. 9, Holdingford, MN 56340	

CONTRACTOR'S REQUEST FOR PAYMENT
2016 STREET AND UTILITY IMPROVEMENTS
STANTEC PROJECT NO. 193803392

SUMMARY

1	Original Contract Amount		\$	<u>1,136,817.61</u>
2	Change Order - Addition	\$	<u>45,894.84</u>	
3	Change Order - Deduction	\$	<u>0.00</u>	
4	Revised Contract Amount		\$	<u>1,182,712.45</u>
5	Value Completed to Date		\$	<u>255,417.20</u>
6	Material on Hand		\$	<u>0.00</u>
7	Amount Earned		\$	<u>255,417.20</u>
8	Less Retainage 5%		\$	<u>12,770.86</u>
9	Subtotal		\$	<u>242,646.34</u>
10	Less Amount Paid Previously		\$	<u>0.00</u>
11	Liquidated damages -		\$	<u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>1</u>		\$	<u>242,646.34</u>

Recommended for Approval by:
STANTEC

Approved by Contractor:
LARSON EXCAVATING CONTRACTORS, INC.

Approved by Owner:
CITY OF ALBANY

Specified Contract Completion Date:

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
BASE BID:							
1	CLEAR AND GRUB	TREE	4	200.00	8	8	\$1,600.00
2	ABANDON PIPE SEWER (SANITARY)	LIN FT	340	1.00			\$0.00
3	REMOVE WATER MAIN	LIN FT	3184	0.01	1592	1592	\$15.92
4	REMOVE HYDRANT ASSEMBLY	EACH	2	10.00	1	1	\$10.00
5	REMOVE GATE VALVE & BOX	EACH	6	10.00	1	1	\$10.00
6	REMOVE MANHOLE (SANITARY)	EACH	8	100.00	5	5	\$500.00
7	REMOVE CURB AND GUTTER	LIN FT	7235	0.01	3618	3618	\$36.18
8	REMOVE CONCRETE WALK	SQ YD	60.6	0.01	61	61	\$0.61
9	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	1399.6	0.01	700	700	\$7.00
10	RECLAIM BITUMINOUS ROADWAY PAVEMENT	SQ YD	14141	1.02	14141	14141	\$14,423.82
11	REMOVE BITUMINOUS PAVEMENT	SQ YD	282	2.00	31	31	\$62.00
12	SAWING BITUMINOUS PAVEMENT	LIN FT	240	3.00			\$0.00
13	TRAFFIC CONTROL	LUMP SUM	1	7245.00	0.5	0.5	\$3,622.50
14	SALVAGE MAIL BOX SUPPORT	EACH	20	25.00	21	21	\$525.00
15	SALVAGE & REINSTALL CONCRETE DRIVEWAY PAVEMENT	SQ FT	200	10.00			\$0.00
16	INSTALL MAIL BOX SUPPORT	EACH	20	25.00			\$0.00
17	POND EXCAVATION (P)	CU YD	8440	7.00	7906	7906	\$55,342.00
18	COMMON EXCAVATION (P)	CU YD	10354	5.00			\$0.00
19	SUBGRADE EXCAVATION (EV)	CU YD	750	8.00			\$0.00
20	SELECT GRANULAR BORROW (LV)	CU YD	8721	5.00			\$0.00
21	SALVAGED AGGREGATE (CV)	CU YD	1000	5.00			\$0.00
22	GEOTEXTILE FABRIC TYPE V	SQ YD	19014	0.50			\$0.00
23	AGGREGATE BASE (LV) CLASS 5 (ROADWAY)	CU YD	5677	14.07			\$0.00
24	AGGREGATE BASE (LV) CLASS 5 (DRIVEWAY)	CU YD	240	14.07			\$0.00
25	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	1505	60.42			\$0.00
26	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,C)	TON	2006	55.47			\$0.00
27	5" CONCRETE WALK	SQ FT	60	9.09			\$0.00
28	TRUNCATED DOMES	SQ FT	12	50.50			\$0.00
29	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	7185	11.60			\$0.00
30	7" CONCRETE VALLEY GUTTER & APRONS	SQ YD	93	72.72			\$0.00
31	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	1540	44.42			\$0.00
32	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	115	24.89	12	12	\$298.68
33	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	265	26.35	66	66	\$1,739.10
34	18" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	502	28.41			\$0.00
35	21" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	480	31.10			\$0.00
36	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	131	32.83			\$0.00
37	15" RC PIPE APRON	EACH	1	657.23	1	1	\$657.23
38	21" RC PIPE APRON	EACH	1	968.01			\$0.00
39	24" RC PIPE APRON	EACH	1	1232.45			\$0.00
40	CONSTRUCT DRAINAGE STRUCTURE DESIGN F	EACH	5	1505.96			\$0.00
41	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-402C	EACH	9	2412.65			\$0.00
42	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-402C	EACH	1	3244.77			\$0.00
43	SEDIMENTATION CONTROL STRUCTURE	EACH	1	4313.43	1	1	\$4,313.43
44	CONNECT TO EXISTING STORM SEWER	EACH	2	1000.00			\$0.00
45	RANDOM RIPRAP CLASS III	TON	60	60.00	15	15	\$900.00
46	GEOTEXTILE FILTER TYPE IV	SQ YD	20	1.00	10	10	\$10.00
47	4" PERF PE PIPE DRAIN	LIN FT	7015	3.60			\$0.00
48	4" DRAIN TILE RISER W/ COVER	EACH	36	167.81			\$0.00
49	8" PVC SANITARY SEWER PIPE, SDR 35, 8-13' DEEP	LIN FT	2456	33.73	1524	1524	\$51,404.52
50	8" PVC SANITARY SEWER PIPE, SDR 35, 13-18' DEEP	LIN FT	225	38.73	225	225	\$8,714.25
51	CONSTRUCT SANITARY MANHOLE	EACH	8	2631.43	5	5	\$13,157.15
52	SANITARY MANHOLE OVERDEPTH	LIN FT	17.8	79.48	14.69	14.69	\$1,167.56
53	CONSTRUCT 8" OUTSIDE DROP	EACH	1	2069.70	1	1	\$2,069.70
54	8" EXCESS DROP CONNECTION DEPTH	LIN FT	7.3	243.56	7.3	7.3	\$1,777.99
55	4" PVC SANITARY SERVICE PIPE	LIN FT	1258	12.33			\$0.00
56	8"X4" PVC WYE	EACH	37	234.70	19	19	\$4,459.30
57	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	37	119.50	1	1	\$119.50
58	CONNECT TO EXISTING SANITARY SEWER	EACH	4	581.24	3	3	\$1,743.72
59	SANITARY SEWER BY-PASS PUMPING	LUMP SUM	1	12500.00	0.66	0.66	\$8,250.00
60	TELEWISE SANITARY SEWER	LIN FT	2681	1.44			\$0.00
61	6" PVC WATERMAIN	LIN FT	52	25.70	38	38	\$976.60
62	8" PVC WATERMAIN	LIN FT	3542	25.27	1177	1177	\$29,742.79
63	6" GATE VALVE AND BOX	EACH	5	1307.94	3	3	\$3,923.82
64	8" GATE VALVE AND BOX	EACH	12	1781.30	3	3	\$5,343.90
65	5" HYDRANT	EACH	5	3928.11	3	3	\$11,784.33
66	FITTINGS	POUND	1188	6.41	455	455	\$2,916.55
67	8" WATER MAIN OFFSET	EACH	1	2500.00			\$0.00
68	1" CORPORATION STOP	EACH	37	169.15			\$0.00
69	1" CURB STOP & BOX	EACH	37	275.31			\$0.00
70	1" TYPE K COPPER PIPE	LIN FT	1235	14.12			\$0.00
71	CONNECT TO EXISTING WATER MAIN	EACH	8	716.64	1	1	\$716.64
72	CONNECT TO EXISTING WATER SERVICE	EACH	33	113.99			\$0.00
73	3" POLYSTYRENE INSULATION	SQ YD	32	40.33	24.88	24.88	\$1,003.41

\$1.00

No. 2016-01

3.2 PERCENT MALT LIQUOR LICENSE
"TEMPORARY ON SALE"

*License is hereby granted to
Albany American Legion Post #482*

To sell at retail

3.2 PERCENT MALT LIQUOR
FOR CONSUMPTION ON THE PREMISES LOCATED AT

34650 225th Ave.

IN THE CITY OF ALBANY,
COUNTY OF STEARNS,
STATE OF MINNESOTA,

For the period commencing
**August 5, 2016, and terminating on
August 5, 2016, at 12:00 Midnight**

This license is granted pursuant to application and payment of fee therefor and is subject to all the provisions and conditions of the laws of the State and of the Federal Government pertaining to such sale, and is revocable for the violation thereof. Not transferable.

WITNESS THE GOVERNING BODY of the City of Albany and
the seal thereof this 1st of June, 2016.

Attest: _____
Tom Schneider, Clerk/Adm.

The City Council
Of the City of Albany

By _____
Daron Gersch, Mayor

(S E A L)

RESOLUTION 2016-23
APPROVING MINNESOTA
LAWFUL GAMBLING EXEMPT PERMIT APPLICATION

WHEREAS, the Albany American Legion Post 482 has filed a Minnesota Lawful Gambling LG220 application for Exempt Permit to conduct pull-tab sales on August 5th, and

WHEREAS, the City Council, of the City of Albany, County of Stearns, State of Minnesota, has reviewed the application; and

WHEREAS, the City Council finds that appropriate circumstances exists; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ALBANY, COUNTY OF STEARNS, STATE OF MINNESOTA, does hereby approve the MN Lawful Gambling application to conduct pull tab sales at the Albany Chrysler Center, 34650 225th Avenue, Albany, MN, submitted by the Albany American Legion Post 482.

Adopted by the City Council this 1st day of June 2016.

Daron Gersch, Mayor

Tom Schneider, Clerk/Adm.

(S E A L)

RESOLUTION 2016-24
APPROVING MINNESOTA
MN LAWFUL GAMBLING EXEMPT PERMIT

WHEREAS, Mother of Mercy Campus of Care has filed a Minnesota Lawful Gambling LG220 application for Exempt Permit to conduct a raffle at Mother of Mercy Campus of Care, 230 Church Avenue, on _____, 2016, and

WHEREAS, the City Council, of the City of Albany, County of Stearns, State of Minnesota, has reviewed the said application; and

WHEREAS, the City Council finds that appropriate circumstances exists; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ALBANY, COUNTY OF STEARNS, STATE OF MINNESOTA, does hereby approve the MN Lawful Gambling application submitted by Mother of Mercy Campus of Care.

Approved by the City Council this 1st day of June, 2016.

Daron Gersch, Mayor

Tom Schneider, Clerk/Adm.

(S E A L)



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective May 18, 2016 (the "Agreement Date") by and between:

"CLIENT"

Name: CITY OF ALBANY, MN
Address: 400 Railroad Avenue, PO Box 370, Albany, MN, 56307
Phone: 320.845.4244 Fax: 320.845.2346
Representative: Mr. Tom Schneider, City Clerk/Administrator

"STANTEC"

Name: STANTEC CONSULTING SERVICES INC.
Address: 3717 23rd Street South, St. Cloud, MN 56301
Phone: 320.251.4553 Fax: 320.251.6252
Representative: Jeremy Mathiasen, Associate

PROJECT NAME (the "PROJECT"):

1st Street Utility Improvements

DESCRIPTION OF WORK: STANTEC shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and STANTEC by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to STANTEC in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by STANTEC, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable STANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC 's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

STANTEC's RESPONSIBILITIES: STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC 's performance. There are no other representations or warranties expressed or implied made by STANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTEC nor shall STANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties arising out of STANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, STANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, STANTEC may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, STANTEC shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by STANTEC or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, STANTEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of STANTEC.

It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to \$1,000,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and

waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by STANTEC or on behalf of STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTEC. These documents may not be used for any other purpose without the prior written agreement of STANTEC. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by STANTEC in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to indemnify STANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTEC in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of STANTEC, which may be withheld at STANTEC's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include STANTEC in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor STANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above.

CITY OF ALBANY, MN**STANTEC CONSULTING SERVICES INC.**

Daron Gersch, Mayor
Print Name and Title

Jeremy Mathiasen, Associate
Print Name and Title

Signature _____

Signature _____

Tom Schneider, City Clerk/Administrator
Print Name and Title

Keith Yapp, Principal
Print Name and Title

Signature _____

Signature _____



PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the AGREEMENT BETWEEN:

CITY OF ALBANY, MN

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: May 18, 2016

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: STANTEC shall perform the following SERVICES:

Field Survey / Preliminary Design / Feasibility Study: this task shall include the clarification of the project area, consultation with the City to confirm the proposed utility improvements, the coordination of one-call utility locates, a field survey of the existing utilities, and miscellaneous items to supplement MnDOT's survey information. Once the necessary data is collected the information will be utilized to prepare the necessary CAD base drawing. The feasibility report will include a summary of the proposed work, the project extents, the design considerations that facilitated the report and the questions that will need to be addressed during the final design, an estimate of project costs, a summary of estimated project finances and amounts to be assessed, and a final recommendation. This task also includes the preparation of the feasibility presentation to the City Council. *Deliverables include the final Feasibility Study and the feasibility presentation documents.*

Final Design: This task shall include the final design project calculations, the preparation of bid documents including plans and specifications consistent with City standards, a 90% review meeting with City staff and corresponding revisions. Project utility permitting is also included. *Deliverables include a 90% review plan, final construction plans and specifications for bidding and incorporation into MnDOT's TH 238 plan set, and the MN Department of Health water main permit.*

Bidding: Project bidding will be administered by MnDOT but Stantec will assist with questions from potential bidders and prepare addendums as needed. *Deliverables include the bid summary to the City Council.*

Assessments: Stantec will prepare the assessment roll based upon the City's existing assessment policy. This work will include one review meeting with the City and associated revisions, and the preparation of the assessment hearing presentation. *Deliverables include the final assessment roll and presentation materials.*

Construction Administration: Stantec will participate in MnDOT's preconstruction meeting, monitor the project budget, attend construction meetings with the Contractor, City, and MNDOT representatives, alert the City to changes in the project conditions in a timely fashion, take and respond to questions from the public during the project and assist with the project final inspection and closeout process. *Deliverables include monthly project summaries to the City and Council and Utility testing documentation.*

Construction Observation: Stantec will provide full time on site observation during the utility installation unless directed otherwise by the City. On site representative will coordinate construction staking, material testing coordination, keep a daily project diary, and respond to questions from property owners and the City during construction. Stantec's field representative will also be responsible for preparing the utility installation punch list for remaining work and the work that has not been accepted. *Deliverables include a preliminary and final punch list.*

Construction Staking: Construction staking will be provided by Stantec personnel to establish line and grade for the construction of the project bid items. Staking scheduling will be coordinated by the project engineer or the engineer's representative.

Record Plans: A post construction survey of the manholes, hydrants, valves, catch basins, and service curb boxes will be completed in the field for incorporation into the project record plans. Stantec will prepare the record plans in accordance with past Albany improvement projects.

PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

This task will also include updating the City's GIS utility mapping files. *Deliverables will include two hard copies and one electronic copy for the City's files.*

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: May 18, 2016
 Estimated Completion Date: November 30, 2018

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

Project time will be billed on an hourly basis in accordance with the Stantec Rate schedule on file with the owner. Final project costs may vary (higher or lower) depending on project delays outside of Stantec's control such as weather impacts and the Contractor's schedule / progress. The estimated engineering costs for the project are shown below.

• Field Survey / Preliminary Design / Feasibility Study	\$14,850.00
• Final Design	\$16,175.00
• Bidding	\$700.00
• Assessments	\$2,975.00
• Construction Administration	\$8,400.00
• Construction Observation	\$20,650.00
• Construction Staking	\$1,450.00
• Record Plans	\$3,600.00

Total Estimated Engineering costs for the 5th Street Improvements of \$68,800.00

Project specific charges, such as sub consultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

Items not currently included in the scope of services include: soil boring investigation or coordination, payment for material testing during construction, permit application fees, or publishing expenses.

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

2016 Stantec Rate Table

INSURANCE REQUIREMENTS: Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

**2016
RATE SCHEDULE
(Municipal)**

Classification

	<u>2016</u>	
Senior Principal	\$ 144.00	\$ 173.00
Principal	\$ 139.00	\$ 167.00
Specialist	\$ 117.00	\$ 178.00
Project Manager	\$ 109.00	\$ 146.00
Senior Engineer Senior Scientist Architect Landscape Architect Planner	\$ 109.00	\$ 134.00
Architect Landscape Architect	\$ 109.00	\$ 117.00
Land Surveyor	\$ 109.00	\$ 117.00
Engineer Planner Geologist	\$ 74.00	\$ 109.00
Scientist Hygienist	\$ 97.00	\$ 107.00
Designer GIS Specialist Landscape Designer Senior Technician	\$ 78.00	\$ 114.00
Engineering Technician	\$ 62.00	\$ 87.00
Project Technician	\$ 44.00	\$ 65.00
Field Supervisor	\$ 70.00	\$ 115.00
Crew Chief	\$ 91.00	\$ 114.00
Inspector	\$ 50.00	\$ 81.00
Survey Technician	\$ 56.00	\$ 66.00

Rates for market experts, such as Principal Planners, Urban Designers, Market Analyst and Certified Industrial Hygienist will be quoted on a per project basis.

These rates are adjusted annually in accordance with the normal review procedures of Stantec.