

LOUCKS

July 7, 2014

Mr. Edward Kautzer
Ruvelson and Kautzer, Ltd.
1600 University Avenue West
Suite 313
St. Paul, MN 55104

7200 Hemlock Lane
Suite 300
Maple Grove, MN 55369
763.424.5505 *main*
763.424.5822 *fax*
loucksassociates.com

Phone: 651-645-9359
Email: ruvelson_kautzer_law@msn.com

**RE: Proposal for Civil Engineering & Land Surveying Services
642 Hall Avenue
St. Paul, Minnesota
Loucks Associates Proposal No. P14-363**

Dear Mr. Kautzer:

Thank you for your interest in a proposal for surveying services for the above referenced property in St. Paul, Minnesota. We understand that the nature of this project is to prepare a partial boundary and topographic survey of the area of the wall failure, the alley, and the rear and side yard of the adjacent property as shown on the attachment. Additionally, the project is to prepare an engineering plan showing a replacement wall and grading with wall product recommendations. If necessary, once the plans are prepared we can recommend contractors who can perform the work.

Loucks Associates considers this document a contract for the work described below. We will begin our work on receipt of this signed document. Therefore, if there are any items that do not meet your needs, please let us know and we will make the necessary adjustments before we begin.

A. SCOPE OF SERVICES

We propose to provide the following services:

1. Boundary & Partial Topographic Survey

We will perform a partial boundary survey & topographic survey of the failed area as shown in the attachment, including:

- a. Partial perimeter boundary of the property involved.
- b. Monumentation of the boundary corners.
- c. Location of encroachments across the boundaries.
- d. Location of visible surface features, such as buildings, drives and fences
- e. One-foot contours of the site.
- f. Location of garage, adjacent houses, and remaining wall.
- g. Spot elevations on significant structures and features.
- h. Portrayal of underground utilities on the site based upon a Gopher State One Call request, and mapping provided by utility operators.

2. **Civil Engineering**

- a. Prepare a proposed grading plan that shows the repaired wall including proposed grades at the top and bottom of the wall to match in to existing conditions.
- b. Recommend wall products that would be appropriate for the restricted area.

B. **TIMING**

We will commence our preparation and research into mapping and records upon your authorization to proceed. We anticipate completing the survey in 2 to 3 weeks.

C. **COMPENSATION**

Compensation for those items described in the Scope of Services above will be on an hourly-not-to-exceed basis and billed at the attached hourly rates:

<u>Activity</u>	<u>Hourly Not-To-Exceed Fee</u>
1. Partial Boundary & Topographic Survey	\$ 1,900
2. Civil Engineering	\$ 1,500
Total	\$ 3,400

- a. Reimbursable expenses such as mileage and delivery service will be billed above and beyond the lump sum or unit prices quoted above.
- b. Invoices will be sent once a month based on the percentage of work completed and/or additional services performed through the date of billing. Payments on invoices are due upon receipt. Account balances over 30 days will be charged a late charge of 1.0% per month.

D. **CLOSURE**

Only the services listed above in the Scope of Services are included in this proposal. If additional services are required, they shall be provided in accordance with the attached hourly rate fee schedule.

Loucks Associates appreciates the opportunity to present this proposal to you. It is either being provided via email, for you to sign and return via email, or it is being mailed in duplicate in order that, if acceptable to you, one copy can be kept for your records and one copy can be signed and returned to us as written authorization to proceed.

Attached to this proposal are Loucks Associates' General Conditions and Hourly Rate Fee Schedule, which are part of this agreement. By signing this contract, you are agreeing that they have been read, understood and accepted.

We would appreciate the opportunity to personally discuss this proposal/contract with you at your earliest convenience.

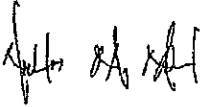
This proposal is valid for a period of 30 days from the date of this proposal.

Mr. Edward Kautzer
Ruvelson and Kautzer, Ltd.

July 7, 2014
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Sincerely,

LOUCKS ASSOCIATES



Nicholas M. Mannel, P.E.
Principal Civil Engineer



Jeffrey A. Shopek
President/Principal Civil Engineer

Authorization to Proceed:

By: _____

Date: _____

On Behalf Of: Ruvelson and Kautzer, Ltd.

Loucks Associates is an Equal Opportunity Employer.



2 HALL AVE
ROGER W
L

LOUCKS

ASSOCIATES

GENERAL CONDITIONS

1.0 CLIENT RESPONSIBILITY

- 1.1. The CLIENT shall provide or make available all existing data that could possibly have a bearing on the decisions or recommendations made by Loucks Associates including:
- 1.1.1. The CLIENT shall provide a copy of an Abstract or Title commitment for the parcel within seven (7) days of agreement date.
 - 1.1.2. The CLIENT shall provide a copy of all staff reports, meeting minutes and pertinent correspondence as they become available. This information shall be furnished as expeditiously as necessary for the orderly progress of Loucks Associates' services and of the work.
 - 1.1.3. The CLIENT shall provide, as requested, information regarding requirements for the Project that shall set forth the CLIENT's design objectives, constraints and criteria, including building area, building types and site requirements.
 - 1.1.4. The CLIENT shall examine the documents prepared by Loucks Associates and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of Loucks Associates' services.
 - 1.1.5. The CLIENT shall furnish reports and professional recommendations and other services of soil engineers or other consultants when such services are deemed necessary by Loucks Associates. Consultants hired by the CLIENT shall carry liability, errors and omission and other pertinent insurance. The services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, etc.
 - 1.1.6. Loucks Associates shall receive copies of all soil borings, compaction tests and reports.
- 1.2. If the CLIENT observes or otherwise becomes aware of any fault or defect in the Project or non conformance with the Construction Documents, prompt written notice thereof shall be given by the CLIENT to Loucks Associates.
- 1.3. The CLIENT shall provide for Loucks Associates' right to enter from time to time property owned by the CLIENT and/or others in order for Loucks Associates to fulfill the Scope of Services indicated herein. The CLIENT understands that use of equipment may unavoidably cause some damage, the correction of which is not part of this agreement.

2.0 PAYMENT TO LOUCKS ASSOCIATES

- 2.1. Invoices will be submitted to the CLIENT from time to time, generally monthly but no more frequently than every two weeks and shall be due and payable within thirty (30) calendar days of the invoice date.
- 2.2. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify Loucks Associates in writing within thirty (30) calendar days of the invoice date, identify the cause of disagreement and pay when due that portion of the invoice, if any, not in dispute. The CLIENT forfeits his objection by failure to respond within thirty (30) days. Loucks Associates and CLIENT shall strive to resolve disputed amounts within 45 days. If the dispute cannot be resolved, either party has the right to suspend or terminate this agreement.
- 2.3. The CLIENT shall pay an additional carrying charge of one (1.0) percent of the invoice amount per month for any payment received by Loucks Associates more than thirty (30) calendar days from the date of the invoice, excepting any portions of the invoice amount in dispute and resolved in favor of the CLIENT.
- 2.3.1. Payment thereafter shall first be applied to the carrying charges and then to the principal unpaid amount.
 - 2.3.2. Application of the additional carrying charge indicated above as a consequence of the CLIENT's late payments does not constitute any willingness on Loucks Associates' part to finance the CLIENT's operation, and no such willingness should be inferred.
- 2.4. Payment of invoices is in no case subject to unilateral discounting or setoffs by the CLIENT.
- 2.5. If the CLIENT fails to pay undisputed invoiced amounts within sixty (60) calendar days of the date of the invoice, Loucks Associates may at any time, without waiving any other claims against the CLIENT and without thereby incurring any liability to the CLIENT, suspend or terminate this agreement.

2.6. (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

2.7. In the event that litigation is required to collect undisputed invoiced amounts, Loucks Associates shall be reimbursed by the CLIENT for Loucks Associates' legal costs in addition to whatever other judgment or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses, as well as the value of time spent by Loucks Associates in researching the issues in question, discussing matters with attorneys and others, preparing for depositions, responding to interrogatories and so on. The value of time spent and the expenses incurred shall be based on Loucks Associates' prevailing fee schedule and expense reimbursement policy relative to the recovery of direct project costs. The same considerations apply to the prevailing party, either the CLIENT or Loucks Associates, when litigation or arbitration is needed to resolve properly noticed disputed invoiced amounts.

3.0 ADDITIONAL SERVICES AND/OR EXCLUDED SERVICES

3.1. Unless specifically included in the Scope of Services, the following services are not included in this agreement. They shall be provided if agreed to in writing by the CLIENT and Loucks Associates. In general, tasks not specified within the Scope of Services will be prepared in accordance with the prevailing hourly fee schedule.

3.2. Revisions to plans that are requested by the CLIENT, the CLIENT's architect or representative or required by the city, its consultants, watershed, county surveyor, DNR, Corps of Engineers, or other regulatory agency if it is not clearly demonstrated that the cause for change is an error or omission on Loucks Associates behalf.

3.3. The CLIENT shall also pay all Reimbursable Charges and other costs directly attributable to termination or suspension for which Loucks Associates is not otherwise compensated.

3.4. If the services covered by the Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of Loucks Associates, the amount of compensation shall be equitably adjusted using the prevailing hourly fee schedule.

3.5. If the CLIENT requests a task be completed in a time frame which requires Loucks Associates employees to work beyond 8 hours per working day (Monday through Friday), and it is solely based on the CLIENT's request and not Loucks Associates integral workload, Loucks Associates may negotiate additional compensation for fast tracking a specific task.

3.6. In that it would be unfair for Loucks Associates to be exposed to liability for his or her failure to perform a service the CLIENT has instructed Loucks Associates not to perform, due to the CLIENT's preference or desire to obtain such service from another source, the CLIENT hereby waives any claim against LOUCKS ASSOCIATES and agrees to defend, indemnify and hold LOUCKS ASSOCIATES harmless from any claim or liability for injury or loss allegedly arising from Loucks Associates' failure to perform a service the CLIENT has instructed Loucks Associates to not perform. The CLIENT further agrees to compensate Loucks Associates for any time spent or expenses incurred by Loucks Associates in defense of any such claim, in accordance with Loucks Associates' prevailing fee schedule and expense reimbursement policy.

3.7. The CLIENT has relied on Loucks Associates' judgment in establishing the work scope and fee for this project, given the project's nature and risks. The CLIENT shall therefore rely on Loucks Associates' judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to Loucks Associates. Should Loucks Associates call for contract re negotiation, Loucks Associates shall identify the changed conditions which in Loucks Associates' judgment makes such re negotiation necessary, and Loucks Associates and the CLIENT shall promptly and in good faith enter into re negotiation of this agreement to help permit Loucks Associates to continue to meet the CLIENT's needs. If re negotiated terms cannot be agreed to, the CLIENT agrees that Loucks Associates has an absolute right to terminate this AGREEMENT.

4.0 REIMBURSABLE EXPENSES

4.1. In addition to the Compensation for Basic and Additional Services, the following Reimbursable Charges are due to Loucks Associates from the CLIENT, for reasonable charges incurred or established by Loucks Associates in the interest of the Project:

4.2. Transportation in connection with the Project, out-of-town travel, long-distance communications, blueprints, reproductions, copies, deliveries performed by Loucks Associates or outside delivery services, and fees paid for securing approval by authorities having jurisdiction over the Project.

4.3. The plat check fee and the cost of the plat mylars are reimbursable expenses to be paid by the CLIENT.

5.0 OPINION OF PROBABLE CONSTRUCTION COSTS

- 5.1. If contained in the Scope of Services or if requested as an additional service, Loucks Associates shall submit to the CLIENT an opinion of the probable cost required to construct work recommended, designed, or specified by Loucks Associates. Loucks Associates is not a construction cost estimator or construction contractor, nor should Loucks Associates' rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service that a construction cost estimator or construction contractor would provide. Loucks Associates' opinion will be based solely upon his or her own experience with construction. This requires Loucks Associates to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professions engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the CONTRACTOR will employ; CONTRACTOR's techniques in determining prices and market conditions at the time, and other factors over which Loucks Associates has no control. Given the assumptions that must be made, Loucks Associates cannot guarantee the accuracy of his or her opinions of cost, and -- in recognition of that fact -- the CLIENT waives any claim against Loucks Associates relative to the accuracy of Loucks Associates' opinion of probable construction cost.

6.0 CONSTRUCTION MANAGEMENT, OBSERVATION ANTI TESTING

- 6.1. Loucks Associates shall render Construction Document interpretations necessary for the property execution or progress of those portions of the Work designed by Loucks Associates with reasonable promptness.
- 6.2. Loucks Associates will provide periodic observation of grading, utility and street construction activities as specified in under the SCOPE OF SERVICES.
- 6.3. Loucks Associates will verify field measured quantities for payment to the construction contractor as specified under the SCOPE OF SERVICES.

7.0 SHOP DRAWING REVIEW

- 7.1. Loucks Associates shall timely review and take appropriate action upon the construction contractor's submittals of Shop Drawings, Products Data and Samples. Such action shall be taken with reasonable promptness to insure job progress. Loucks Associates' review of a specific item shall not pass design responsibility for that item to Loucks Associates when the design aspects are the responsibility of other designers. Instead this review would be to verify conformance of that specific item as a component within an entire assembly.

8.0 CONSTRUCTION STAKING

- 8.1. Loucks Associates shall be notified at least two (2) working days prior to the time that the construction stakes are required. No additional compensation shall be allowed for any claims of crews being held up because of lack of line and grade stakes. If Loucks Associates survey crew arrives at the site to perform construction staking at a specified date and time as requested, but the scheduled work cannot be performed due to circumstances beyond Loucks Associates control, the waiting and/or travel time will be considered additional services.
- 8.2. After any part of the staking has been completed, the CLIENT and/or contractor shall be responsible for the proper execution of the work such lines and grades and all stakes or other marks given shall be protected and preserved until the work is completed and checked. Restaking shall be considered as an additional service, less it is to correct an error in the original staking.
- 8.3. The CLIENT and/or contractor shall assist Loucks Associates in staking utility lines by exposing potentially conflicting utility lines for determination of line elevation and location.
- 8.4. If Loucks Associates is not retained to perform construction observation, the client or his representative shall review the construction staking and/or cut sheets for general conformity to the plans and immediately report any obvious discrepancies to Loucks Associates. If work is performed after knowing a possible staking error exists, it will be at the sole responsibility of the CLIENT or Contractor.
- 8.5. The cost of resetting lost irons will be invoiced to the CLIENT at Loucks Associates' standard hourly rates.
- 8.6. Loucks Associates shall be held harmless by the CLIENT for any losses resulting from houses that are staked by other surveyors prior to installation of lot corners.

9.0 JOB SAFETY

- 9.1. Insofar as job site safety is concerned, Loucks Associates is responsible for his or her own and his or her employee's activities on the jobsite, but this shall not be construed to relieve the CLIENT or any construction contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Loucks Associates nor the presence of Loucks Associates or his or her employees and subcontractors, shall be construed to imply Loucks Associates has any responsibility for methods of work performance, superintendent, sequencing of construction, or safety in, on or about the job site. The CLIENT agrees that the Construction Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the Construction Contractor. The CLIENT also warrants that Loucks Associates shall be made an additional insured under the Construction Contractor's general liability insurance policy.

10.0 RECORD DRAWINGS

- 10.1. Upon completion of the work, Loucks Associates shall compile for and deliver to the CLIENT, a complete set of record documents using information furnished to Loucks Associates by the construction contractor and as measured by the field representatives. This set of documents shall consist of the original plan sheets altered by striking our original elevation or distance and writing the record information.
- 10.2. In that the record drawings are based partially on information provided by others, Loucks Associates cannot and does not warrant their accuracy beyond that which Loucks Associates is directly responsible.
- 10.3. A reproducible set of the record drawings will be provided for the City's use and the originals retained in Loucks Associates files for future use.

11.0 STANDARD OF PRACTICE

- 11.1. Services performed by Loucks Associates under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report opinion, document or otherwise.

12.0 TERMINATION OF AGREEMENT AND/OR SUSPENSION OF WORK

- 12.1. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 12.2. This Agreement may be terminated by the CLIENT upon at least seven days written notice to Loucks Associates in the event that the project is permanently abandoned.
- 12.3. The CLIENT may instruct Loucks Associates to temporarily stop work on the project by giving written notice.
- 12.4. The CLIENT shall pay all costs associated with the suspension or termination of work, including demobilization, modifying schedules, reassigning personnel, etc.

13.0 MISCELLANEOUS PROVISIONS

- 13.1. This Agreement shall be governed by Minnesota Law.
- 13.2. The CLIENT and Loucks Associates waive all rights against each other and against Loucks Associates', agents and employees of the other for damages during construction covered by any property insurance. The CLIENT and Loucks Associates each shall require appropriate similar waivers from their contractors, consultants and agents. Where any property insurance policy requires an endorsement to permit waiver of subrogation, the CLIENT shall obtain such endorsement.
- 13.3. Loucks Associates shall remain the owners of all plans, designs and papers related to the above referenced project. In the event of any nonpayment of invoices, Loucks Associates shall be under no obligation to deliver any such plans, designs or other papers to you, and shall have no liability to you for its retention of such plans unless full and prompt payment is made.

14.0 INDEMNIFICATION

- 14.1. The CLIENT shall indemnify and hold harmless Loucks Associates, his agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (even to the Work itself) including loss of use or resulting therefrom, and (b) is caused in whole or in part by a negligent act or omission of the CLIENT, anyone directly or indirectly employed by him, or anyone for whose acts he may be liable. Such obligation shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

15.0 ASSIGNMENT

- 15.1. The CLIENT and Loucks Associates, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the CLIENT nor Loucks Associates shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

16.0 EXTENT OF AGREEMENT

- 16.1. This Agreement comprises a final and complete repository of understanding between the CLIENT and Loucks Associates. It supersedes all prior or contemporaneous communications representations or agreements whether oral or written, relating to the subject matter of this agreement. Each party has advised the other to read this document thoroughly before accepting it, to help assure it accurately conveys meaning and intents. Acceptance of this agreement as provided for below signifies that each party has read the documents thoroughly and has had any questions or concerns completely explained by independent counsel and is satisfied. The CLIENT and CONSULTANT agree that modifications to this Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.
- 16.2. Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duty appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail to the business address identified at the end of this agreement.

17.0 AFFIRMATIVE ACTION

- 17.1. Loucks Associates certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.074.

**EXPERT SERVICES
HOURLY RATE FEE SCHEDULE
EFFECTIVE JANUARY 01, 2014**



2000 North 1st Street
Suite 100
Mesa, AZ 85201
Tel: 480.941.1100
Fax: 480.941.1101
www.loucks.com

Services performed on an hourly basis will be invoiced based on actual hours worked in accordance with the following itemized staffing descriptions.

Reimbursable external expenses including, but not limited to, subconsultants, duplication, messenger service, travel, postage and expendable field supplies will be billed to the client at the actual rate, plus 10%.

DISCIPLINE	JOB CLASSIFICATION	HOURLY RATE	
PLANNING	SENIOR PLANNER	155.00	
	SENIOR SITE DESIGNER	105.00	
LANDSCAPE ARCHITECTURE	PRINCIPAL LANDSCAPE ARCHITECT	195.00	
	SENIOR LANDSCAPE ARCHITECT	115.00	
	LANDSCAPE ARCHITECT	105.00	
	SITE DESIGN TECHNICIAN	95.00	
ENGINEERING	PRINCIPAL ENGINEER	200.00	
	SENIOR PROJECT MANAGER/ENGINEER	160.00	
	PROJECT ENGINEER	150.00	
	ENGINEER IN TRAINING (EIT)	95.00	
	SENIOR ENGINEERING TECHNICIAN	95.00	
	ENGINEERING TECHNICIAN	85.00	
	SENIOR CONSTRUCTION REPRESENTATIVE	97.00	
CONSTRUCTION REPRESENTATIVE	85.00		
SURVEYING	PRINCIPAL SURVEYOR	195.00	
	SENIOR SURVEYOR	160.00	
	PROJECT SURVEYOR	135.00	
	SENIOR SURVEY TECHNICIAN	95.00	
	SURVEY TECHNICIAN	85.00	
	SURVEY CREW CHIEF	105.00	
	INSTRUMENT PERSON	85.00	
	SURVEY CREW *	185.00	
	*PROJECT REQUIRING CERTIFIED HEALTH & SAFETY TRAINING: ADD PER EMPLOYEE	45.00	
SCANNING	3D IMAGING CREW CHIEF WITH SCANNER	265.00	
	3D IMAGING TECHNICIAN	130.00	
GRAPHICS	GRAPHIC DESIGNER	115.00	
	GRAPHIC TECHNICIAN	95.00	
REIMBURSABLE EXPENSES	UNIT	RATE	
	MILEAGE	per mile	0.69
	MYLAR FILM	each	10.00
	PLAN SIZE PHOTOCOPIES/BLUEPRINTS	each	2.50
	PHOTOCOPIES- Black & White (8 1/2 x 11)	each	0.10
	PHOTOCOPIES- Color (8 1/2 x 11)	each	0.75
	PHOTOCOPIES- Black & White (11 x 17)	each	0.15
PHOTOCOPIES- Color (11 x 17)	each	1.30	