

May 5, 2023

Mr. John Hinzman
Community Development Director
City of Hastings
101 4th Street E.
Hastings, MN 55033

Subject: Proposal for Relocation Services
Hastings Economic Development and Redevelopment Authority

Dear Mr. Hinzman:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide relocation services for the Hastings Economic Development and Redevelopment Authority (HEDRA or Client). All relocation activities will comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, as well as all state and federal guidelines.

Scope of Services

We propose to carry out the work (“Scope of Services”), set forth in Attachments A and B, attached hereto and incorporated into this Agreement.

Assumptions

We are assuming that there are two business relocations- a single chair barber and a billboard, and two residential apartment units that will need to be vacated due to the project.

Schedule

We will complete this work within a mutually agreed-upon time schedule.

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$15,500.00, which includes both time and expenses.

Relocation Assistance	\$ 15,000.00
Expenses (mileage and copies)	\$ 500.00
Total Estimated Cost	\$ 15,500.00

Changes in the Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

This proposal and Scope of Services (Attachment C) for professional services constitute the entire agreement between the HEDRA and SRF Consulting Group, Inc. and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is khelvey@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Ken Helvey
Project Director – Real Estate Services

KH/cjw

Attachments A and B– Scope of Services
Attachment C- Standard Scope of Services

Approved (HEDRA)

Margaret Horsch, President

Alex Menke, Secretary

Date _____

ATTACHMENT A - SCOPE OF SERVICES (General) **Commercial Relocation**

1. SRF will distribute an informational booklet on business relocation assistance and all appropriate forms and data to each business expected to be displaced. At this time, SRF will:
 - Obtain a signed receipt for the informational statement provided by SRF in accordance with applicable regulations.
 - Explain the business's relocation program and the business's responsibilities to receive benefits.
 - Explain how to receive various kinds of assistance in finding new locations.
 - Survey the business's relocation needs.
2. Upon the CLIENT'S initiation of negotiations to acquire the project site, SRF will:
 - Analyze the existing data to determine the appropriate documentation required and determine the eligibility of the business's relocation expenses for compensation.
 - Check the personal property inventory against the acquisition data to verify that each item on the inventory is personal property and eligible for relocation.
 - Assist the business in determining the more advantageous payment alternative to claim and provide further instructions on how to proceed.
3. SRF will provide the following assistance with Moving Expense Claims:
 - Assist the business in preparing specifications for work generally eligible for compensation.
 - Advise, when necessary, on the procedure to obtain required bids.
 - Act, when appropriate, as an agent, in regard to accepting bids.
 - Analyze the bids to determine their reasonableness.
 - Notify the business of the low acceptable bid.
 - When appropriate, inspect the move of personal property while in progress. Assist the business in assembling all invoices, paid receipts, and other documentation necessary to substantiate its relocation claim.
 - When necessary, analyze billings to determine their reasonableness.
 - Assemble the appropriate claim form and documentation for signature and submission for approval.
4. SRF will provide the following assistance with Direct Loss Claims:
 - Obtain business and contractor approval of the appraisal and moving estimate.
 - Notify the business to proceed with the sale and provide instructions regarding necessary record keeping.
 - Assist, when necessary, in the preparation of advertising.
 - If necessary, determine that the bona fide sale requirements have been met.
 - Assist the business with preparation of necessary documents, and obtain required certifications of sales receipts, advertising, and so forth.
5. SRF will provide the following assistance with Fixed Payment Claims:
 - Determine eligibility of the business to receive this alternate payment.

- Review and analyze IRS or other appropriate documents to determine limit of the payment.
- Assemble the appropriate claim forms and documentation for signature and submission for approval.

6. Other:

- SRF shall prepare, at the CLIENT'S request, the required and proper formats to be used by the CLIENT in notifying occupant being displaced about their relocation eligibility and benefits to which they may be entitled. SRF will also, upon the CLIENT'S request, assist them in the preparation of the required notices to vacate for delivery to the residents.
- SRF shall search for replacement sites for the business being displaced and refer available suitable sites found to each business. SRF shall expend appropriate and necessary time searching for such referrals, documenting all time expended. SRF does not warrant that suitable referrals will be found.

7. Recommendations:

- SRF will transmit to the CLIENT the relocation claim(s) for its action. Recommendations will include the amount of payment to be made and any special considerations.

8. In completing this project, SRF does not assume the responsibility for:

- Accounting and record keeping (except as related to the specific claim).
- Payment for direct loss appraisals, appraisals of salvage value, property analyses, and moving cost estimates and/or bids.
- Work associated with a relocation grievance and/or court preparation.
- Site searching in excess of four hours per business of SRF's time.
- Appraisals - Fixture or Real Property.
- Minimum Compensation Analysis.

ATTACHMENT B- SCOPE OF SERVICES (General) Residential Relocation

SRF will distribute an informational booklet on residential relocation assistance and all appropriate forms and data to each resident expected to be displaced. At this time, SRF will:

- Obtain a signed receipt for the informational booklet provided by SRF in accordance with applicable regulations.
- Explain the residential relocation program and the resident's responsibilities to receive benefits.
- Explain how to receive various kinds of assistance in finding replacement housing.
- Survey the resident's relocation needs.

Upon initiation of negotiations for the project site, SRF will:

- Analyze existing data to determine eligibility of the resident's relocation expenses for compensation.
- Assist the resident in determining the most advantageous payment alternatives to claim and provide further instructions on how to proceed.

SRF will provide the following assistance with moving expense claims:

- Advise the resident of the three types of payment for moving expenses.
- Review the fixed moving schedule and advise the resident of the benefits under the fixed payment move costs option.
- If choosing the actual move costs option, advise the resident on the procedure to obtain required bids.
- Assist the resident, when necessary, in preparing moving specifications.
- Act, when appropriate, as agent in regard to accepting bids.
- Analyze the bids to determine their reasonableness.
- Notify the resident of the low acceptable bids.
- When appropriate, inspect the move of personal property while in progress.
- Assist the resident in assembling all invoices, paid receipts, and other documentation necessary to substantiate the relocation claim.
- When necessary, analyze billings to determine their reasonableness.
- Assemble the appropriate claim forms and documentation for signature and submission to the CLIENT for approval.

SRF will provide the following assistance with Replacement Housing Payments:

- Determine eligibility of the resident to receive this relocation payment.
- Survey the housing market and prepare a comparable housing analysis to determine the limit on amount of payment.
- Analyze the replacement housing to determine its eligibility of payment.
- Assemble the appropriate claim forms and documentation for signature and submission for approval.

Other Services

- SRF shall prepare, at the CLIENT'S request, the required and proper formats to be used by the CLIENT in notifying occupant being displaced about their relocation eligibility and benefits to which they may be entitled. SRF will also, upon the CLIENT'S request, assist the CLIENT in the preparation of the required notices to vacate for delivery to the residents.
- SRF shall search for replacement sites for the residents being displaced and refer suitable, comparable housing found to each resident. SRF shall expend appropriate and necessary time searching for such referrals, documenting all time expended. SRF does not warrant that suitable referrals will be found.

Recommendations

- SRF will transmit to the CLIENT the relocation claim(s) for its action. Recommendations will include the amount of payment to be made and any special considerations. Recommendations will be made in a detailed written format satisfying required regulations.

In completing this contract, SRF does not assume the responsibility for:

- Accounting and recordkeeping (except as related to the specific claim).
- Arrangement of real estate closings on replacement housing.
- Payment for replacement housing appraisals and moving cost estimates and/or bids. (SRF will provide as an out of scope item to be invoiced as a separate line item).
- Relocation appeal preparation or hearing.

**ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability as follows:

- a. General Liability Insurance, \$1,000,000 Each Occurrence
- b. Professional Liability Insurance, \$2,000,000 Each Claim; \$2,000,000 Annual Aggregate
- c. Workers' Compensation Insurance in accordance with statutory requirements
- d. Automobile Liability Insurance, \$2,000,000 Combined single limit each occurrence coverage or the equivalent covering owned, non-owned and hired automobiles.
- e. Umbrella/Excess Liability An Umbrella or Excess Liability insurance policy may be used to supplement SRF's policy limits to satisfy the full policy limits required under this Agreement.
- f. SRF shall furnish CLIENT with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to CLIENT. CLIENT shall be named as an additional insured on the General Liability Insurance Policy.

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees

against all damages, liabilities or costs to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

Pursuant to Minnesota Statutes § 16C.05, Subd. 5, SRF agrees that the books, records, documents, and accounting procedures and practices of SRF, that are relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. SRF shall maintain such records for a minimum of six years after final payment.

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(MN Standard Terms and Conditions)

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof. If mediation is not successful, disputes may be resolved by litigation in Minnesota District Court, venued in Dakota County, Minnesota. Notwithstanding the foregoing, mediation is not a condition precedent to commencing suit.

16. CONTROLLING LAW

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

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

18. DATA PRACTICES COMPLIANCE

All data collected by the SRF and provided to HEDRA pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

19. NOTICES

Notices shall be communicated to the following addresses:

If to HEDRA: 101 4th Street East
Hastings, Minnesota 55033
Attn: John Hinzman
Or e-mailed: jhinzman@hastingsmn.gov

If to SRF: Paul Martens
CFO
3701 Wayzata Blvd, Suite 100
Minneapolis, MN 55416
763.475.0010
pmaterns@srfconsulting.com