



REQUEST FOR PROPOSALS

**Final Design and Construction Administration Services for
2026 Park Improvement Projects
(Tanners Lake Park, Tower Park, Golfview Park)**

RFP Release Date: October 27, 2025
Submission Due Date: November 24, 2025



REQUEST FOR PROPOSALS

Final Design and Construction Administration Services for 2026 Park Improvement Projects (Tanners Lake Park, Tower Park, Golfview Park)

The City of Oakdale requests proposals from qualified firms to provide final design and construction administration services for improvements at three parks – Tanners Lake Park, Tower Park, and Golfview Park.

BACKGROUND AND PROJECT OBJECTIVE

The City of Oakdale recently developed a new [Park System Plan](#) that will serve as a comprehensive roadmap for the City's park system over the next 20 years. The plan was approved by the City Council at their August 12, 2025 meeting. City growth, changing demographics, interest in different park amenities, and aging park infrastructure prompted the 18-month long project to create the Park System Plan that identifies and prioritizes recommendations for improvements, schedules, costs, and funding opportunities.

As part of the project, concept plans and detailed cost estimates were created for each park in Oakdale. Using the concept plans and cost estimates, a phasing and prioritization matrix was developed that prioritizes improvements over the short-term, mid-term, and long-term. The matrix was used to align short-term projects with the City's draft 2026-2030 Capital Improvement Plan (CIP). Select improvements at Tanners Lake Park, Tower Park, and Golfview Park are planned for 2026. The City is bringing on one consultant for final design and construction administration services for the three park projects.

Tanners Lake Park (400 Glenbrook Avenue North, Oakdale, MN 55128)

The Tanners Lake Park concept plan (**Attachment A**) outlines all proposed improvements. Select improvements from the concept plan will occur in 2026. The concept plan acts as a guiding recommendation for park amenities and placement but is not final. Precedent images are provided in **Attachment A**. The existing park layout can be found [here](#).

Planned 2026 Improvements

The City plans to implement the following Tanners Lake Park improvement recommendations in 2026:

- Relocate and expand the playground area with embankment/climbing features and poured-in-place surfacing. The current playground equipment is 30 years old.
- Remove the existing playground area and play equipment, and restore with turfgrass, tree plantings, and potential native plantings.
- Construct accessible paths to the new playground.
- Convert an existing turn-around off of Glenbrook Avenue North into a small parking lot with lighting.
- Improve the existing pickleball and tennis court area. This involves converting the existing tennis court into two pickleball courts and keeping the four existing pickleball courts in their current location. The consultant will assess and determine the level of court resurfacing or reconstruction that is needed.
- Convert an existing basketball court into a tennis court. The consultant will assess and determine the level of court resurfacing or reconstruction that is needed.
- Add a concrete plaza with shaded seating at the pickleball and tennis courts.
- Expand and improve trails and ADA.
- Improve boat launch ADA parking.
- Improve ballfield drainage.
- Improve wayfinding and signage. The wayfinding and signage that is developed for Tanners Lake Park could be used as a City-wide template.
- Add native seeding and vegetation plantings where appropriate.
- Install necessary rain garden(s) and stormwater basin(s) to treat water runoff from the park, new Glenbrook Avenue North parking lot, and adjacent neighborhoods.

In the draft 2026-2030 CIP, the south parking lot is scheduled for repaving as part of a larger street reconstruction project. Coordination with the project contractor will be necessary during park construction.

Alternate Improvements

The City of Oakdale is currently seeking funds from the 3M PFAS Settlement Priority 2 Grant Program for Tanners Lake Park. The grant application includes several of the improvements listed above such as the existing playground removal and restoration, Glenbrook Avenue North parking lot, and necessary stormwater infrastructure. The grant application also includes additional concept plan improvements that were not initially identified as 2026 projects. All grant project activities are as follows:

- Remove the existing playground area and play equipment, and restore with turfgrass, tree plantings, and potential native plantings. This will occur in 2026 regardless of the grant being awarded.
- Convert an existing turn-around off of Glenbrook Avenue North into a small parking lot with lighting. This will occur in 2026 regardless of the grant being awarded.
- Install necessary rain garden(s) and stormwater basin(s) to treat water runoff from the park, new Glenbrook Avenue North parking lot, and adjacent neighborhoods. This will occur in 2026 regardless of the grant being awarded.

- Remove the existing picnic shelter near the lakeshore and restore with native plantings (shelter will be relocated within the park).
- Create a canoe and kayak launch near the existing beach.
- Restore shoreland vegetation with native seeds, trees, and plantings to reduce erosion and improve habitat.
- Relocate the existing fishing pier closer to the existing park building and add ADA accessible trail access to the pier from the new Glenbrook Avenue North parking lot.
- Repair the existing paved lakeside trail and install a new paved trail connection with accessible access and two overlooks for wildlife habitat and lake viewing.

If grant funds are awarded to the City, the implementation timeline will be extended beyond 2026. Improvements as part of the 3M PFAS Settlement Priority 2 Grant application that were not identified in the planned 2026 improvement package will be an optional task with the consultant and the City will issue a separate Notice to Proceed if they move forward. The grant program anticipates notifying awardees in spring 2026.

Tower Park (868 Hadley Lane North, Oakdale, MN 55128)

The Tower Park concept plan (**Attachment B**) outlines all proposed improvements. Select improvements from the concept plan will occur in 2026. The concept plan acts as a guiding recommendation for park amenities and placement but is not final. The existing park layout can be found [here](#).

The City plans to implement the following Tower Park improvement recommendations in 2026:

- Replace playground equipment and upgrade playground surfacing from sand to mulch.
- Add an accessible paved trail from 8th Street Lane North to the playground.
- Add a small seating area near the playground.
- Restore turfgrass on the hillside so that it can be programmed and better utilized by the Recreation Department for activities (e.g., pop-up slip-and-slide in summer, sledding in winter).

Golfview Park (6144 56th Street N, Oakdale, MN 55128)

The Golfview Park concept plan (**Attachment C**) outlines all proposed improvements. Select improvements from the concept plan will occur in 2026. The concept plan acts as a guiding recommendation for park amenities and placement but is not final. The existing park layout can be found [here](#).

The City plans to implement the following Golfview Park improvement recommendations in 2026:

- Replace and expand the playground; add safety fencing. The playground surfacing is currently mulch and will remain this material.
- Add a concrete plaza with seating.

SCOPE OF SERVICES

The selected firm will enter into a contractual agreement with the City of Oakdale to provide professional services related to the project. The various tasks expected of the hired consultant are described below.

Task 1: Pre-Design

The hired consultant will gather and review all available site surveys, background information, street right-of-way, utilities, soil conditions, topography, geotechnical needs, and work completed to date for park layout and design. Firms submitting proposals are expected to estimate and assume the appropriate number of required soil borings at each park.

While improvements at Tanners Lake Park as part of this RFP will only occur in a portion of the park, the City may consider assessing geotechnical needs for the entire park. Interested firms should include two separate cost estimate options in their proposal – one for the geotechnical work associated with the improvements outlined in this RFP and the other for geotechnical services covering the entire park. The City will determine which option to award.

If 3M PFAS Settlement Priority 2 Grant funds are awarded to the City, wetland delineation may be necessary and should be considered as an optional task.

Task 2: Concept Design and Cost Estimate Refinement

After completing pre-design, the hired consultant will refine the concept plans with more details. Based on the refined concept plans, the consultant will prepare refined cost estimates. The City Council will need to affirm final concept plans and budgets before final design proceeds.

Task 3: Final Design

For each park, the hired consultant will develop and submit 60%, 95%, and final construction plan sets and specifications. City staff will review each plan set and provide comments. The 95% plan set should address 60% plan comments. The final plan set should address 95% plan comments.

As part of the final design services, the consultant will provide cost estimates at milestones throughout the project including at 60% and 95% plan completion. A final engineer's estimate is to be provided with final plans.

Throughout the final design process for each park, the consultant will look for cost efficiencies and value engineering measures. The consultant will also conduct any additional survey or geotechnical investigation to validate unknown site conditions.

Task 4: Construction Document Preparation and Bidding

It is anticipated that the hired consultant will prepare construction documents. A separate Notice to Proceed will be issued for this task following confirmation that adequate City resources are available. If funding is not available for any reason or if the construction schedule is delayed, the Notice to Proceed for construction document preparation and bidding may not be issued and the City reserves the right to assume responsibility for these services in-house.

If the Notice to Proceed is issued for this task, the hired consultant will upload plans, specifications, and submittal forms to the bidding platform (e.g., Quest CDN) and handle subsequent general contractor bidding activities. One bidding process for all three parks is currently assumed and may be reevaluated if necessary. The City will rely on the consultant to make a bidding strategy recommendation. The consultant will also work with City staff to determine the best bidding approach if 3M grant funds are awarded and the alternate Tanners Lake Park improvements move forward. The consultant will modify plan sheets and specifications to reflect changes addressed in addendums and post them to the bidding platform. The consultant will assist in the review, evaluation, and award recommendation of contractor submissions. City staff will handle City Council approvals and contract execution with the general contractor.

The consultant will also prepare all relevant permitting applications.

Task 5: Equipment Purchasing and Procurement

It is anticipated that the hired consultant will lead equipment purchasing and procurement. A separate Notice to Proceed will be issued for this task following confirmation that adequate City resources are available. If funding is not available for any reason or if the construction schedule is delayed, the Notice to Proceed for equipment purchasing and procurement may not be issued and the City reserves the right to assume responsibility for these services in-house.

If the Notice to Proceed is issued for this task, the hired consultant will provide assistance with the procurement and purchasing of equipment and amenities, including but not limited to playgrounds, waste bins, benches, shade, etc. The City expects the consultant to take the lead in engaging and soliciting proposals from playground vendors.

Task 6: Construction Administration Services

It is anticipated that the hired consultant will provide in-construction services for the project, which include both on-site inspection and administrative work tasks to oversee construction of the parks. A separate Notice to Proceed will be issued for this task following confirmation that adequate City resources are available. If funding is not available for any reason or if the construction schedule is delayed, the Notice to Proceed for construction administration may not be issued and the City reserves the right to assume responsibility for these services in-house.

If the Notice to Proceed is issued for this task, consultant activities will include but are not limited to the following:

- Coordinate and lead weekly construction meetings and conduct site visits as necessary.
- Review and approve shop drawing and product submittals.
- Review contractor change orders.
- Review and approve contractor pay requests.
- Coordinate and monitor construction testing (e.g., concrete testing, subgrade compaction, roll testing of trails and parking lots).
- Conduct site visit/punch-list inspection at substantial construction completion.
- Conduct site visit at the end of construction to verify completion of punch-list items.
- Conduct pre-warranty inspection after completion of construction.

Task 7: Community and Stakeholder Engagement

Throughout the design process, additional community engagement will be necessary. During the [Park System Plan](#), extensive engagement with the community and stakeholder groups was conducted. Efforts associated with the 2026 Park Improvement Projects will build off this previously completed engagement. The consultant should propose an engagement plan that is tailored to the park improvement scopes as part of this RFP. The final engagement plan is subject to review and approval by the City once the consultant is hired. Below are engagement strategies that should be included:

- Online survey(s) in English, Spanish, and Hmong.
- Creation of collateral materials (such as but not limited to boards, flyers, postcards, yard signs, banners, construction updates, web- and social media-ready content) to provide information about the project.
- Direct mailings to adjacent property owners.
- At least one combined in-person open house for the 2026 Park Improvement Projects and video communication.
- Supplemental in-person engagement including potential tabling at community events and pop-ups at parks.

- Targeted engagement to underserved populations and key stakeholders.
- Engagement efforts for the 2026 Park Improvement Projects should be combined when practical with an understanding that the level of engagement at Tanners Lake Park will likely be higher than the other two parks because the scale of the park improvements is greater.

In order to minimize costs, City staff will take on some engagement responsibilities. For example, if a survey is utilized, City staff could take the lead in generating survey questions and analyzing results, with the consultant assisting with question review and graphic creation. City staff will also handle room reservations for engagement; mailings; and posting updates on the City website, social media channels, and in the City-wide newsletter.

Additional engagement may be necessary if the City is awarded funds from the 3M PFAS Settlement Priority 2 Grant Program. Methods and strategies for this engagement would be similar to those listed above. Again, the consultant should propose an engagement plan that is tailored to this scope. The City will issue a separate Notice to Proceed if improvements as part of the grant move forward.

Task 8: City Council and Advisory Body Engagement

Meetings with the Parks and Recreation Commission and City Council are expected, as detailed below:

- **Parks and Recreation Commission:** Prepare for and attend up to two (2) Parks and Recreation Commission meetings throughout the design process to gather feedback.
- **City Council:** Prepare for and attend up to two (2) City Council workshop meetings throughout the design process to gather Council feedback and direction.

Task 9: Project Management and Meetings

The hired consultant will need to take ownership of the project and should consider themselves an extension of City staff.

The following meetings are expected to occur throughout the project and may take place at City offices, virtually, or at the park sites as necessary.

- **Site Visits:** At the beginning of the project, City staff and the hired consultant will visit each park to review the sites and affirm scopes of work.
- **Bi-weekly Check-ins:** During the course of the entire project, bi-weekly check-in meetings are expected with City staff. These will occur virtually.
- **City Development Review Committee (DRC) Meetings:** City staff from various departments (Community Development, Building, Engineering, Fire, and Police)

meet on a regular basis to discuss ongoing projects in Oakdale. Attending up to two (2) DRC meetings (assume one in-person and one virtual) is expected so that designs and plans can be reviewed and discussed internally with City staff.

The following meetings will be dependent on whether the City issues the Notices to Proceed for Tasks 4, 5, and 6.

- **Pre-Bid Meeting:** After the bid is advertised, the hired consultant is expected to host and lead a virtual pre-bid meeting where potential general contractors can ask questions about the plans and bid specifications.
- **Pre-Construction Meeting:** Following bid award, the hired consultant is expected to lead a pre-construction meeting (likely in person at Oakdale City Hall) with the general contractor, potential sub-contractors, relevant vendors, other partners, and City staff.
- **Construction Meetings:** During each park's active construction period, the hired consultant is expected to lead weekly on-site meetings with the general contractor, City staff, and others.

SCHEDULE

This is the desired RFP schedule and the City of Oakdale reserves the right to modify the schedule.

RFP Milestones	Anticipated Date
RFP Released	October 27, 2025
RFP Questions Due	November 5, 2025 by 4 PM Central Time
RFP Questions Answered	November 7, 2025 by 4 PM Central Time
Proposals Due	November 24, 2025 by 4 PM Central Time
Shortlist of Candidates for Interviews	Week of December 1, 2025
Interviews (If Necessary)	Week of December 8, 2025
Notice of Consultant Selection	Week of December 15, 2025
Anticipated City Council Contract Approval	January 13, 2026
Project Start	January 14, 2026

The City would like to see final completion of Tanners Lake Park, Tower Park, and Golfview Park improvements in 2026. If 3M PFAS Settlement Priority 2 Grant funds are awarded to the City, the construction for the alternate work at Tanners Lake Park could extend beyond 2026.

PROPOSAL SUBMISSION AND EVALUATION

The City reserves the right to accept or reject any or all proposals or parts thereof for any causes whatsoever. The City is not obligated to select the proposal with the lowest price as it is considering a multitude of factors. The City reserves the right to negotiate with proposers over price and scope of work. This Request for Proposals does not create any legal obligation of the City to evaluate any proposal that is submitted or to enter into a contract with a proposer.

who submits a proposal except on the terms and conditions that the City deems, in its sole and absolute discretion, to be satisfactory and desirable.

Prospective responders may direct inquiries/questions via email (no oral questions will be entertained) to:

Hannah Dunn, Community Development Specialist
City of Oakdale
hannah.dunn@oakdalemn.gov

Submit questions no later than 4:00 PM Central Time on November 5, 2025. Responses to the questions will be posted by 4:00 PM Central Time on November 7, 2025. These responses will be posted on the City's website at <https://www.oakdalemn.gov/1055/RFP-for-2026-Park-Improvement-Project-Se>.

The contact person listed above is the only individual who can be contacted about the project during the RFP process. Responding firms are prohibited from communicating in any other manner about this project with any other City employees or City Council Members. Other means of communications or contact may disqualify the submitting firm.

All proposals must be received no later than 4:00 PM Central Time on November 24, 2025. Late proposals will not be considered. Submit a PDF copy of the proposal by email to Hannah Dunn at the above noted address.

All proposal submissions will be evaluated on the basis of content. The following are considered minimum contents for the proposal:

1. A restatement of the objectives, goals, and tasks to show or demonstrate the responder's view and understanding of the scope of project and services to be provided.
2. Background on the firm including key staff and experience in providing final design and construction administration services.
3. A list of projects completed by the firm and key staff of similar scopes and scales.
4. A detailed work plan and project schedule with names of key staff assigned to each task. The proposal should identify opportunities to streamline the project and schedule.
5. Identification and description of the deliverables to be provided by the responder.
6. A detailed cost estimate that breaks down individual costs for each task. Please include hourly rates, hours expected for each person per task, etc.
7. Outline the responsibilities of the consultant and the responsibilities of the City.

All proposals received by the deadline will be evaluated by representatives of the City. Criteria for evaluation will include:

- Expressed understanding of proposal objectives.

- Qualifications and experience of both firm and key staff on projects with similar scopes and deliverables.
- Work plan, schedule, approach, and availability of personnel and other resources to perform the work within the specified project schedule.
- Cost detail.

Note regarding cost detail – During the development of the [Park System Plan](#), cost estimates for each park were developed (see Appendix A). These were high-level budgets that utilized a 20 percent contingency for design costs. This assumption was applied to each park concept plan and should not be considered final. The City is seeking proposals that provide competitive design fees for individual scopes.

The City may conduct interviews (if necessary). Interviews will tentatively be conducted the week of December 8, 2025.

A final scope of services and contract will be negotiated with the selected firm and will be subject to approval by the City Council. It is expected that a contract will be approved by City Council at their January 13, 2026 regular meeting. The STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSULTANT (AIA DOCUMENT B101-2017), as modified by the City, incorporates the attached Standard Terms and Conditions (**Attachment D**).

ATTACHMENTS

Attachment A: Tanners Lake Park Concept Plan and Precedent Images

Attachment B: Tower Park Concept Plan

Attachment C: Golfview Park Concept Plan

Attachment D: City of Oakdale Standard Terms and Conditions





Existing Site Features:
(To Remain)

- aa • (2) Parking Areas
- bb • (1) Basketball Full Court
- cc • (1) Park Building (See Building Concept for Potential Improvements)
- dd • (1) Ballfield
- ee • (1) Boat Launch Parking
- ff • (1) Boat Launch Dock
- gg • (1) Rain Garden Area
- hh • (1) Beach Area (Smaller)
- ii • Memorial Area
- Bench Seating

Proposed Site Features:
(Recommendations/Improvements)

- ADA Access (Trails, Parking, Facilities)
- a • (1) Expand Parking with Drop-Off Area
- b • (1) Convert Sand Volleyball to Artificial Volleyball Court (Multi-use)
- c • (6) Convert Tennis to Pickleball Courts and Re-Surface Existing Pickleball
- d • (1) Convert Basketball to Tennis
- e • Dedicated Mowed Grass Area for Volleyball and General Use (Temporary Staking Allowed, Unstriped)
- f • (1) Expand / Relocate Playground Area with Embankment / Climbing Features and 20'x20' Shelter (Pre-K and K-12 Play)
- g • (1) Expand Plaza Area with Shaded Seating
- h • (1) Water Play Area Feature
- i • (1) Relocate the 25'x50' Picnic Pavilion
- j • (1) Relocate Fishing Pier with Kayak Launch
- k • Shaded Seating Area near Pickleball Courts
- l • Improve Natural Restoration Area
- m • (2) Shoreline Overlook Bench
- n • Improve Wayfinding and Signage
- o • Entrance Feature
- p • Spectator Seating with Fabric Shade Structure
- q • Add ADA Parking Stalls
- r • Improve Vegetative Screening
- s • Improve Ballfield Drainage including Impacts to Adjacent Trail

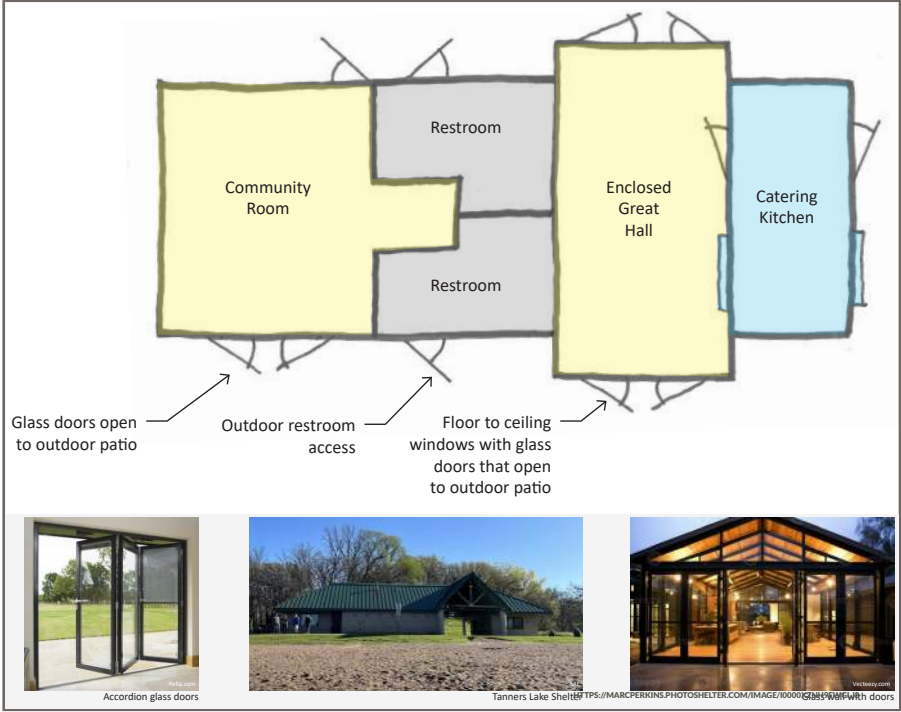
LEGEND:

- ● ● Proposed Trees
- * Park Entrance
- - - Proposed Court Fencing





Park Building Improvements (improve doors, indoor rentable space, outdoor rentable picnic space, and additional amenities)



Tanners Lake Park Building Concept



Water Play Feature



Bollard Safety Lighting



Kayak Launch



Shoreline Overlook



Embankment Climbing Feature



Wayfinding and Signage



Entrance Feature / Public Art Element



Plaza Seating Area



Artificial Turf Volleyball (Multi-use)



Fabric Shade Structure





ATTACHMENT D

AGREEMENT FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

This Agreement for Design and Construction Administration Services (“Agreement”), is made as of _____, 2024, by and between the City of Oakdale, a Minnesota municipal corporation (“City”), and [NAME OF ENTITY], a [TYPE OF ENTITY] (“Consultant”).

I. SERVICES TO BE PROVIDED.

A. Consultant will provide Services to the City relating to the final design and construction administration for Willowbrooke Parks West and North (the “Project”). All Services provided by Consultant under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by consultants currently providing similar services.

B. The scope of services to be provided by Consultant is attached as **Exhibit A** to this Agreement.

C. Consultant will not be under the control of any city employee and will be responsible for managing his day-to day operations.

D. Consultant will provide all equipment and materials, including but not limited to computers and cell phones, necessary to perform the Services outlined in this Agreement.

II. COST OF SERVICES.

A. Consultant shall be paid an amount not to exceed \$[COST] for the Services set forth in this Agreement. Consultant shall invoice the City on a monthly basis. The invoice must include a description of the Services performed by Consultant including staff providing services, hours worked by individual staff, and an itemization of any expenses to be reimbursed. Payment to Consultant shall be due within 30 days of the date of the invoice.

B. The City shall not be responsible for payment for any additional costs or work performed by Consultant that is outside the scope of this Agreement that is not expressly pre-approved by the City.

III. CITY’S RESPONSIBILITIES.

[to be determined]

IV. TERM AND TERMINATION OF AGREEMENT.

The term of this Agreement commences on [DATE] and expires on [DATE]. This Agreement may be terminated earlier by either party by giving 30 days’ written notice to the other party. Upon termination, Consultant shall be paid by the City for all Services rendered by Consultant as of the date of the termination for which Consultant has not yet been compensated. Notwithstanding anything

to the contrary, the provisions of this Agreement governing payment (II), indemnification (VI), and Article VII shall survive termination.

V. INDEPENDENT CONTRACTOR.

All Services provided pursuant to this Agreement shall be provided by Consultant as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Consultant, or any other person engaged by Consultant in the performance of the Services pursuant to this Agreement, shall not be considered employees of the City. Any and all actions which arise as a consequence of any act or omission on the part of Consultant, his employees, subcontractors, or agents, or other persons engaged by Consultant in the performance of Services pursuant to this Agreement, shall not be the obligation or responsibility of the City. Consultant, his employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.

VI. INDEMNIFICATION.

Consultant, and any and all officers, employees, subcontractors, and agents of Consultant, or any other person engaged by Consultant in the performance of Services pursuant to this Agreement, shall indemnify, defend, and hold harmless the City and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by Consultant, or its employees, subcontractors, and agents, or any other person engaged by Consultant in the performance of the Services pursuant to this Agreement.

VI. INSURANCE.

Prior to starting Services and during the full term of this Agreement, the Consultant shall procure and maintain, at Consultant's expense, as follows:

- A.** Workers Compensation insurance in accordance with Minnesota law;
- B.** Professional Liability Insurance Coverage against claims caused by Consultant's errors or omissions and Commercial General Liability Coverage against claims for bodily injury, death, or property damage arising out of Consultant's performance of duties under this Agreement;
- C.** Automobile insurance for owned, hired and non-owned vehicles;
- D.** Coverage shall be sufficiently broad to cover to all duties and obligations undertaken by Consultant in this Agreement including duties related to indemnification;
- E.** Insurance must be on an "occurrence" basis, and, other than Workers Compensation, the limits of such policies must be no less than \$1,000,000 per occurrence and \$1,500,000 aggregate; and

F. Policies must be held by insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing.

Consultant must provide a copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Consultant's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph, must be filed with the City prior to the start of Services. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Consultant has complied with all insurance requirements.

VII. OWNERSHIP OF DOCUMENTS.

All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement (the "Information") shall become the property of the City, but the Consultant may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Consultant for such use. The Consultant shall not use or disclose the Information for purposes other than performing the Services contemplated by this Agreement without the prior consent of the City.

VIII. MISCELLANEOUS PROVISIONS.

A. Entire Agreement.

This Agreement shall constitute the entire agreement between the City and Consultant and supersedes any other written or oral agreements between the City and Consultant. This Agreement can only be modified in writing signed by the City and Consultant.

B. Data Practices Act Compliance.

Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Consultant will immediately report to the City any requests from third parties for information relating to this Agreement. Consultant agrees to promptly respond to inquiries from the City concerning data requests.

C. Audit Disclosure.

Under Minn. Stat. § 16C.05, subd. 5, Consultant's books, records, documents, and accounting procedures and practices relevant to this Agreement, including books and records of any approved subcontractors, are subject to examination by the City and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after the termination of this Agreement.

D. Choice of Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.

E. Assignment and Subcontracting.

Unless noted otherwise in **Exhibit A**, Consultant shall not assign or enter into subcontracts for services provided under this Agreement without the written consent of the City. If subcontracts are approved and entered into, the Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by, and the Consultant shall otherwise comply with, the State Prompt Payment Act.

F. Compliance with Laws.

Consultant shall exercise due care to comply with applicable federal, state, and local laws, rules, ordinances and regulations in performing the Services under this Agreement.

G. Notices.

Any notice required by this Agreement shall be either hand delivered or sent by U.S. Mail, to the address for the parties as follows:

To City:

To Consultant:

City of Oakdale
1584 Hadley Avenue N.
Oakdale, MN 55128
Attn: City Administrator

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

CITY OF OAKDALE

Dated: _____

By: _____
Its: Mayor

By: _____
Its: City Administrator

CONSULTANT

Dated: _____

EXHIBIT A
(Services)