

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 9, 2020

Item No.: 9.g

Department Approval



City Manager Approval



Item Description: Award Contract for Engineering Services for Rehabilitation of Long Lake Lift Station

BACKGROUND

Staff has identified a need to rehabilitate the Long Lake Sanitary Sewer Lift Station due to the age and condition of the structure and components. This lift station is located on the east side of Long Lake Road, south of County Road D. The lift station currently serves the nearby businesses in the area. This lift station has been identified as a priority for replacement according to the City's recently completed Lift Station Needs Study.

Staff has developed a scope of work for the engineering services needed to rehabilitate this lift station based on the feasibility report. This includes preliminary engineering including: soil borings, design, and preparation of bid documents, construction administration and inspection services, and preparation of operations manuals for this lift station. The schedule we proposed will allow us to award the project this summer with construction beginning summer of 2021.

Staff received a proposal from Bolton & Menk to complete engineering services for this project. Bolton & Menk completed the feasibility report for this lift station and has worked with the City staff on a number of other projects in the past. Bolton & Menk provided a cost of \$47,500 to complete the engineering services for this project. This amount is slightly higher than the 2020 budget of \$35,000. The cost is higher due to necessary easement acquisitions. Due to the low bids on the Gaultier lift station project, adequate funds are available in the fund.

Staff is recommending award of the contract to Bolton & Menk, Inc.

POLICY OBJECTIVE

Staff plans and recommends the timely replacement of infrastructure to provide continuous uninterrupted sanitary sewer service to all properties in Roseville. Staff seeks to find the most cost-effective purchasing opportunities to meet budgetary and operational objectives.

BUDGET IMPLICATIONS

This improvement will be funded by the Sanitary Sewer Utility fund. The \$47,500 for engineering services is included in the 2020 adopted budget. The estimated cost for construction is \$380,000 and will be further refined through the design phase of the project. This is a capital need included in the 2021 capital improvement plan.

STAFF RECOMMENDATION

Staff recommends award of a contract to Bolton & Menk, Inc. for engineering services for the rehabilitation of the Long Lake Sanitary Sewer lift station.

31 **REQUESTED COUNCIL ACTION**

32 Motion awarding an engineering services contract to Bolton & Menk, Inc., in an amount not-to-
33 exceed \$47,500 for engineering services for reconstruction of the Long Lake Sanitary Sewer lift
34 station.

Prepared by: Jesse Freihammer, Asst. Public Works Director/City Engineer
Attachments: A: Standard Professional Services Agreement
B. Proposal Letter

Standard Agreement for Professional Services

This Agreement ("Agreement") is made on the 9th day of November, 2020, between the City of Roseville, a municipal corporation (hereinafter "City"), and Bolton and Menk, Inc., a domestic corporation (hereinafter "Consultant").

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the performance of professional services by the Consultant.

The City and Consultant agree as follows:

1. ***Scope of Work Proposal.*** The Consultant agrees to provide the professional services shown in Exhibit "A" attached hereto ("Work") in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. ***Term.*** The term of this Agreement shall be from November 9, 2020 the date of signature by the parties notwithstanding.
3. ***Compensation for Services.*** The City agrees to pay the Consultant a not-to-exceed amount of \$47,500 as compensation as described in Exhibit A attached hereto for the Work, subject to the following:
 - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
 - B. Third party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.
4. ***City Representative and Special Requirements:***
 - A. The Public Works Director shall act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information and interpret and define the City's policies and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement. The City may change the City's representative at any time by notifying the Consultant of such change in writing.
 - B. In the event that the City requires any special conditions or requirements relating to the Work and/or this Agreement, such special conditions and requirements are stated in Exhibit C attached hereto. The parties agree that such special conditions and requirements are incorporated into and made a binding part of this Agreement and the Consultant agrees to perform the Work in accordance with, and that this Agreement shall be subject to, the conditions and requirements set forth in Exhibit C.
5. ***Method of Payment.*** The Consultant shall submit to the City, on a monthly basis, an itemized invoice for Work performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

- A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. For all other Work, the Consultant shall provide a description of the Work performed and the period to which the invoice applies. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. In addition to the foregoing, all invoices shall contain, if requested by the City, the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement, and such other information as the City may from time to time reasonably require.
- B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Consultant: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

The payment of invoices shall be subject to the following provisions:

- A. The City shall have the right to suspend the Work to be performed by the Consultant under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon the Consultant of the written notice from the City of such suspension.
 - B. The Consultant shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.
- 6. **Project Manager and Staffing.** The Consultant has designated Seth Peterson ("Project Contacts") to perform and/or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Consultant may not remove or replace the Project Contacts without the prior approval of the City.
 - 7. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind.
 - 8. **Audit Disclosure.** Any reports, information, data and other written documents given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available by the Consultant to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Consultant.
 - 9. **Termination.** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth in Provision 26 below, a written notice at least ten (10) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and

reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If the City terminates this Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have at law or in equity, retain another consultant to undertake or complete the Work to be performed hereunder.

10. ***Subcontractor.*** The Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. The Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.
11. ***Independent Consultant.*** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
12. ***Non-Discrimination.*** During the performance of this Agreement, the Consultant shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
13. ***Assignment.*** The Consultant shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.
14. ***Services Not Provided For.*** No claim for services furnished by the Consultant not specifically provided for herein shall be paid by the City.
15. ***Compliance with Laws and Regulations.*** The Consultant shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
16. ***Waiver.*** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either parties ability to enforce a subsequent breach.
17. ***Indemnification.*** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold the City, and its mayor, council members, officers, agents, employees and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses,

including but not limited to reasonable attorney's fees, arising out of or resulting from any act or omission of the Consultant, its officers, agents, employees, contractors and/or subcontractors pertaining to the execution, performance or failure to adequately perform the Work and/or its obligations under this Agreement.

18. **Insurance.**

A. General Liability. Prior to starting the Work and during the full term of this Agreement, the Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, and for damage to property, including loss of use, which may arise out of operations by the Consultant or by any subcontractor of the Consultant, or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Provision 18 or such greater coverages and amounts as are required by law. Except as otherwise stated below, the policies shall name the City as an additional insured for the Work provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.

B. The Consultant shall procure and maintain the following minimum insurance coverages and limits of liability with respect to the Work:

Worker's Compensation:	Statutory Limits
Commercial General Liability:	\$1,000,000 per occurrence \$1,000,000 general aggregate \$1,000,000 products – completed operations aggregate \$5,000 medical expense
Comprehensive Automobile Liability:	\$1,000,000 combined single limit (shall include coverage for all owned, hired and non-owned vehicles.

C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:

- (i) Personal injury with Employment Exclusion (if any) deleted;
- (ii) Broad Form Contractual Liability coverage; and
- (iii) Broad Form Property Damage coverage, including Completed Operations.

D. During the entire term of this Agreement, and for such period of time thereafter as is necessary to provide coverage until all relevant statutes of limitations pertaining to the Work have expired, the Consultant shall procure, maintain and pay for professional liability insurance, satisfactory to the City, which insures the payment of damages for liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is liable. Said policy shall provide an aggregate limit of at least \$2,000,000.00.

E. The Consultant shall maintain in effect all insurance coverages required under this Provision 18 at Consultant's sole expense and with 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. In addition to the requirements stated above, the following applies to the insurance policies required under this Provision:

- (i) All policies, except the Professional Liability Insurance Policy, shall be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable);
- (ii) All policies, except the Professional Liability Insurance Policy and the Worker’s Compensation Policy, shall name “the City of Roseville” as an additional insured;
- (iii) All policies, except the Professional Liability Insurance Policy and the Worker’s Compensation Policy, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and
- (iv) All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

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 18, must be filed with the City prior to the start of Consultant’s Work. 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. Renewal certificates shall be provided to the City prior to the expiration date of any of the required policies. The City will not be obligated, however, to review such declaration page, riders, endorsements or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents, and receipt thereof shall not relieve the Consultant from, nor be deemed a waiver of, the City’s right to enforce the terms of the Consultant’s obligations hereunder. The City reserves the right to examine any policy provided for under this Provision 18.

19. **Ownership of Documents.** All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement (“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 Work contemplated by this Agreement without the prior consent of the City.
20. **Annual Review.** Prior to January 1 of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Consultant under this Agreement. The Consultant agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.
21. **Conflicts.** No salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.
22. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
23. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

24. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
25. **Notices.** Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager if such notice is to be given to the City, or if delivered personally to an officer of the Consultant if such notice is to be given to the Consultant, b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below, or c) if given to a nationally, recognized, reputable overnight courier for overnight delivery to the other party addressed as follows:

If to City: City of Roseville
 Roseville City Hall
 2660 Civic Center Drive
 Roseville, MN 55113
 Attn: City Manager

If to Consultant: Bolton and Menk, Inc.
 12224 Nicollet Avenue
 Burnsville, MN 55337-1649
 Attn: Seth Peterson

Notices shall be deemed effective on the date of receipt if given personally, on the date of deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to an overnight courier, the time for response to any notice by the other party shall commence to run one business day after the date of mailing or delivery to the courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

26. **Entire Agreement.** Unless stated otherwise in this Provision 27, the entire agreement of the parties is contained in this Agreement and its exhibits. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The following agreements supplement and are a part of this Agreement: none.

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of the date set forth above.

CITY OF ROSEVILLE

By: _____
Mayor

By: _____
City Manager

By: _____

Its: _____



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

October 16, 2020

Mr. Luke Sandstrom
Civil Engineer
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Re: Long Lake Lift Station
Roseville, Minnesota

Dear Mr. Sandstrom:

Thank you for providing us this opportunity to assist you with the rehabilitation plans for the Long Lake Lift Station. Bolton & Menk, Inc., has the technical expertise, experience and resources to complete this project for the City and we appreciate your consideration.

Based on our understanding, the project will consist of the following major components:

- Replacement of existing lift station with a submersible grinder pump station at a new location, assuming a new easement can be obtained
- New control panel and SCADA equipment
- New permanent natural gas backup generator, including new gas service
- Installation of a new 2" or 3" forcemain to connect to the new grinder station
- Demolition of the existing lift station adjacent to Long Lake Rd.
- Miscellaneous piping and site work

A soil boring is suggested at the proposed location of the new station in order to complete the design. We will help coordinate the boring with the City's preferred geotechnical consultant, with the City paying the consultant directly for the work.

We have identified three (3) tasks in order to complete the work as described above. A summary of the tasks is described below:

Task 1 – Preliminary Design Phase

- Review existing station & site data (surveys, preliminary plans, as-built information, etc.) – most necessary information was collected as part of the feasibility study previously completed
- Topographic survey (assuming to be completed by Bolton & Menk; see cost breakout below)
- Assist the City in investigating the possibility of obtaining a permanent easement for the new station from the adjacent trucking company and assist in drafting of easement
- Complete preliminary station design summary

Task 2 – Final Design Phase

- Prepare final plans and specifications
- Design review meetings with City staff as needed
- Construction cost estimates
- Bidding services

Task 3 – Construction Phase

- Construction administration
- Construction observation
- Construction staking (to be completed by Bolton & Menk)
- Coordinating start-up services
- Record drawings

We plan to use a project team similar to the teams we have assembled for the past lift station projects we have completed for the City of Roseville. Seth Peterson, P.E., will serve as the primary contact for the lift station improvements and Jacob Humburg, P.E. will serve as lead design engineer. Sheldon Sorensen, P.E., from Barr Engineering, will provide the electrical and controls engineering for this project. Mr. Sorensen has worked with Bolton & Menk, Inc., for nearly 20 years on a variety of projects ranging from lift station upgrades to large wastewater treatment facilities. This team has worked together on the past five lift station projects in Roseville.

We propose to complete the above design and construction phase services for a total estimated fee of \$47,500. The following is a summary of our fees:

Design Phase

Preliminary Design Phase	\$6,000
Survey	\$5,000
Final Design Phase.....	<u>\$15,000</u>
Subtotal Not-to-Exceed Fixed Fee	\$26,000

Construction Phase

Construction Administration	\$8,000
Construction Observation	\$12,000
Record Drawings	<u>\$1,500</u>
Subtotal Estimated Fee	\$21,500

Total Estimated Fee**\$47,500**

Because the engineer has no direct control over the scheduling or operations of the project contractor, construction phase services described in this proposal are estimated based on similar projects and are proposed to be provided on an hourly basis at the rates noted.

Mr. Luke Sandstrom
Date: October 16, 2020
Page: 3

We do not expect there to be any permit fees required for this project since this is an existing lift station. However, should any permits be required, Bolton & Menk will assist the City in application process and the permit application fees shall be the responsibility of the City.

Thank you for the opportunity to present this scope and fee letter. We look forward to working with you and your staff. If you need any additional information or have any questions on the above, please do not hesitate to give me a call at (612) 803-5223.

Respectfully submitted,

Bolton & Menk, Inc.



Seth A. Peterson, PE
Principal Environmental Engineer

Cc: Jake Humburg, P.E., Bolton & Menk, Inc.