

ROSEVILLE
REQUEST FOR COUNCIL ACTION

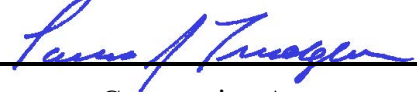
Date: November 9, 2020

Item No.: 9.e

Department Approval



City Manager Approval



Item Description: Approve St Rose of Lima Drainage Improvement Cooperative Agreement

BACKGROUND

Ramsey-Washington Metro Watershed District (RWMWD), in partnership with the City of Roseville and the St Rose of Lima Church, proposes multiple drainage improvements to reduce flooding near St Rose of Lima located at 2048 Hamline Avenue. The improvements consist of two projects. The first project will be designed and paid for by RWMWD to reconstruct and reduce the amount of impervious surface on the existing site by modifying the parking lot. The second improvement, which will be designed and paid for by the City of Roseville, consists of underground storage chambers that will be constructed at the south end of the parking lot. Both projects will help reduce flooding which occurs on Dellwood Avenue and Skillman Avenue.

Since this is a cooperative project between RWMWD and the City of Roseville, an agreement is necessary to detail the terms of the relationship on the project and cost sharing responsibilities. The agreement outlines the City of Roseville as owner and operator of the underground system. The City will be the lead agency to bid and oversee both projects under one contract. RWMWD will reimburse the City for all costs associated with the parking lot improvements.

The plan is to bid the project in February with construction beginning in the summer of 2021.

POLICY OBJECTIVE

The goals of the City's Comprehensive Surface Water Management Plan are to protect the integrity of storm water conveyance channels, reduce nutrient loading and improve water quality to lakes and wetlands. City policy is to cooperate with other agencies for mutual benefit, whenever possible.

FINANCIAL IMPACTS

The City's cost of the improvement is estimated to be \$372,472.33. RWMWD cost is estimated to be \$215,072.75. City costs will be paid from the Stormwater Utility Fund.

STAFF RECOMMENDATION

Staff recommends approving the St Rose of Lima Drainage Improvement agreement with RWMWD.

25 **REQUESTED COUNCIL ACTION**

26 Consider a motion to approve the St Rose of Lima Drainage Improvement agreement with
27 RWMWD.

Prepared by: Jesse Freihammer, Asst Public Works Director/City Engineer
Attachments: A: Cooperative Agreement
B: Site Plan

ST ROSE OF LIMA DRAINAGE IMPROVEMENT COOPERATIVE AGREEMENT

This Agreement is made on _____, 2020, between the City of Roseville, a Minnesota municipal corporation ("Roseville"), and the Ramsey-Washington Metro Watershed District, a Minnesota watershed district created pursuant to Minnesota Statutes chapter 103D (RWMWD).

1. PURPOSE

Roseville and RWMWD (Collectively the "Agencies") have determined that it is in the best for both agencies to undertake in a cooperative fashion the installation of a stormwater project including an underground pipe gallery and associated parking lot improvements (the "Project"). The purpose of this agreement is to set forth the terms governing the design and construction of the Project.

2. PROJECT

- 2.1 The Project shall consist of the facilities identified in Exhibit A hereto, subject to modification as provided herein.
- 2.2 The costs of the Project will be paid by the Agencies as provided in Section 5.1 hereof.

3. DESIGN

- 3.1 Roseville, will prepare, or have prepared, engineering drawings, specifications and construction plans for the Project. The construction plans will include a cost estimate. The final cost estimate will include all costs associated with the Project as well as a contingency budget for unforeseeable circumstances associated with the construction. Roseville will comply with any requirements of Minnesota law with respect to approvals of such plans and specifications.
- 3.2 Final construction plans, engineering drawings, specifications and cost estimates will be submitted to RWMWD for approval prior to releasing the Project for bidding.

4. CONSTRUCTION

- 4.1 If final construction plans and specifications are approved by each Agency, Roseville shall proceed with construction of the Project. Roseville will advertise for bids in accordance with the requirements of the municipal contracting law.
- 4.2 Prior to awarding construction contracts, Roseville will review the bids received with RWMWD. If the contracts exceed the cost estimates contained in the construction plans (including a contingency budget) previously approved by the Agencies by twenty percent (20%) or more, the bids will be approved individually by each Agency or the project may not proceed.
- 4.3 Roseville will be the contracting party and will use ordinary and prudent efforts to require that the Project is constructed in compliance with approved plans and specifications and completed with reasonable promptness.
- 4.4 Roseville will notify RWMWD of any change order which increases the cost of any individual construction contract for the Project by more than \$5,000 of the original amount

thereof or which materially changes the scope of the Project. Roseville shall obtain the written authorization of RWMWD prior to approving such a change order. However, prior written authorization is not necessary if the change order presents imminent health/safety issues making prior authorization impractical. In such cases, the change order shall be seasonably presented to RWMWD for ratification. RWMWD must not unreasonably withhold its consent to change orders resulting from unforeseen circumstances arising from the construction.

- 4.5 Upon final completion and final payment for the project, Roseville will own, operate and maintain the improvements at no further cost to RWMWD.

5. *PAYMENT OF COSTS OF PROJECT*

- 5.1 The cost for Improvement A will be paid for in full by RWMWD; costs for Improvement B will be paid in full by the City. Costs will include, but not be limited to, all costs related to obtaining all necessary permits and approvals for the Project, costs incurred in agreements, and any and all other costs associated with the Project.
- 5.2 All invoices or requests for payment will be approved and paid by Roseville. Upon issuing payment, Roseville shall provide a statement to RWMWD providing, the invoices received, and for items outside of the Project, such as those in sections 2.3 hereof. Within 30 days of the receipt of that statement, RWMWD shall pay that amount to Roseville or provide in writing a list and explanation of any amounts it disputes and pay the undisputed amount. Any disputes regarding payment shall be resolved through the dispute resolution process contained in Article 7 hereof.
- 5.3 If this Agreement is terminated under Section 8 hereof, both Agencies shall nevertheless be liable for the payment of their cost share which is incurred up to the date of termination of this Agreement, or as a result of termination of this Agreement.

6. *SERVICES TO BE PROVIDED BY ROSEVILLE*

- 6.1 Roseville will provide qualified engineering employees to perform street and utility design and related technical services to the Project. All costs for Roseville Engineering services will be paid by the City of Roseville.
- 6.2 Roseville may, at its discretion, contract with a qualified third party to conduct or complete any or all of these services.

7. *DISPUTE RESOLUTION*

- 7.1 If a dispute arises between the Agencies regarding this agreement or the construction of the Project, the City Manager and RWMWD Administrator, or their designees, must promptly meet and attempt in good faith to negotiate a resolution of the dispute.
- 7.2 If the Agencies have not negotiated a resolution of the dispute within 30 days after this meeting, the Agencies may jointly select a mediator to facilitate further discussion.
- 7.3 If a mediator is not used or if the Agencies are unable to resolve the dispute within 30 days after the first meeting with the selected mediator, the dispute shall be adjudicated in civil court.

8. *INDEMNIFICATION*

- 8.1 The agencies agree to defend, indemnify and hold each other harmless from and against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including,

without limitation, attorneys' fees and court costs) as a result of or in connection with the Project, provided that if after such indemnity a court of law determines that such claim or demand was the result of negligence or the willful act or omission of either specific Agency, then the at negligent Agency shall reimburse the other for all reasonable expenses and/or costs incurred by Roseville defending against such claim or demand to the extent of such fault.

9. GENERAL PROVISIONS

9.1 All notices under this agreement must be delivered personally or sent by first class mail addressed to:

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

If to RWMWD: District Administrator
 Ramsey-Washington Metro Watershed District
 (RWMWD)

2665 Noel Drive
Little Canada, MN 55117

or addressed to such party at such other address as such party shall hereafter furnish by notice to the other party.

9.2 This Agreement may be amended only in writing, executed by the proper representatives of each city.

9.3 This Agreement must be interpreted under the laws of the State of Minnesota.

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

Date: _____

CITY OF ROSEVILLE

By: _____

Mayor

And: _____

City Manager

Date: _____

Ramsey-Washington Metro Watershed
District

By: _____

Its: _____

EXHIBIT A THE PROJECT

Improvement A:

“Improvement A” shall consist of the following: Remove excess pavement, add curb, add heavy duty drive lanes, and striping within the improvement area. Improvement A also includes the installation of a raingarden adjacent to Hamline Ave. The total project cost for Improvement A materials and installation is estimated to be \$215,072.75

Improvement B:

“Improvement B” shall consist of the following: Installing an underground stormwater system, storm sewer and connections to City infrastructure, and removing and replacing an existing pipe on the south east property line. The total project cost for Improvement B materials and installation is estimated to be \$372,472.33.

Project Map:

A project map follows.



A north arrow pointing upwards and a scale bar labeled "SCALE IN FEET" with markings at 0, 30, and 60.

										I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.										CLIENT BID CONSTRUCTION										 Project Office: BARR ENGINEERING CO. 4300 MARKETPOINTE DRIVE Suite 200 MINNEAPOLIS, MN 55435 Corporate Headquarters: Minneapolis, Minnesota Ph: 1-800-632-2277 Fax: (952) 832-2601 Fax: 1-800-632-2277 www.barr.com										Scale AS SHOWN Date 4/16/2018 Drawn BHD Checked MEK2 Designed MEK2 Approved MEK2										RAMSEY-WASHINGTON METRO WATERSHED DISTRICT LITTLE CANADA, MN																				ST ROSE OF LIMA PARKING RETROFIT 2048 HAMLINE AVE, ST. PAUL																				BARR PROJECT No. 2362031.17 CLIENT PROJECT No.																			
										PRINTED NAME _____ SIGNATURE _____ DATE _____ LICENSE # _____										RELEASED TO/FOR A B C O 1 2 3 DATE RELEASED										PARKING LOT IMPERVIOUS SURFACE REDUCTION - ALTERNATIVE 4																				DWG. No. C-05										REV. No. 0																																																	
NO. BY CHK. APP. DATE REVISION DESCRIPTION																																																																																																													