

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2016
Item No.: 14.a

Department Approval



City Manager Approval



Item Description: Request to Apply for Federal Funds for the Expansion of Snelling Ave

BACKGROUND

Over the past several years the City of Roseville has conducted several traffic studies that have included the analysis of traffic operations on and around Snelling Ave (Trunk Highway 51) north of County Road B2. These traffic studies indicate that the intersections of Snelling Ave at County Road C and Snelling Ave at Lydia Ave currently operate at a level of service (LOS) F in the PM Peak Hour and the intersection of Snelling Ave at County Road C2 operates at LOS D in the PM Peak Hour. With increased traffic due to the redevelopment of the Twin Lakes area as well as overall increases of regional traffic on Snelling Ave, the operations at these intersections will only degrade over time.

In order to address the existing congestion on and around Snelling Ave, staff is proposing a project to construct a third lane for northbound Snelling Ave from County Road B2 through Lydia Ave. This will increase the capacity of Snelling Ave in this area and should also provide an opportunity for limited congestion relief on the cross streets.

The proposal only includes the northbound lane recognizing the majority of the congestion issues are realized in the PM Peak Hour when the majority of traffic is traveling north. This focused scope is also an effort to keep the overall cost and impact of the project at a manageable level.

This request is a result of not only traffic studies conducted by the City, but also builds on the efforts and analysis by some developers looking at some large scale redevelopment in the Twin Lakes area. As a part of this request, staff is requesting the Council approve the use of a consultant, Kimley Horn and Associates, Inc., to prepare and submit the federal aid application on behalf of the City. Kimley Horn has developed substantial background data on this proposal already as a result of work performed for a developer.

The Metropolitan Council periodically solicits applications for federal transportation funds that are distributed throughout the Twin Cities Metropolitan Area. The Metropolitan Council released the 2016 Regional Solicitation on May 19, 2016, and will accept applications for federal transportation funding until July 15, 2016. After projects are scored and ranked by technical experts from across the region, the schedule calls for the Transportation Advisory Board (TAB) to select projects for funding early in 2017.

Eligible metro-area applicants include the seven counties, cities and townships, state agencies, colleges and universities, school districts, American Indian tribal governments, transit providers,

private non-profit organizations and park districts. Approximately \$180 M in federal transportation funds are expected to be available for allocation in 2020 and 2021.

If the City is successful in being awarded federal funds for this project, there will be at least a 20% local cost share required. At the time of the grant award, the project will be awarded funds that are equal to 80% of the projected eligible costs. Once the project reaches final design and is awarded, if costs are substantially over the original projected costs the City can request additional funds, although there is no guarantee those funds will be available. It should be noted that there likely will not be any cost participation from the Minnesota Department of Transportation or Ramsey County with the possible exception of the traffic signal reconstruction costs for at least one of these signals (County Road C2) which is scheduled for replacement in the next few years.

Staff is proposing to use funds we receive in the future for the mitigation of traffic generation by new developments to fund the required local cost share as well as consultant fees. This is the same method used to fund the local share of the 35W at Cleveland Ave Interchange improvements which also received federal funds.

This application for federal funding is not binding. If we are successful in receiving the funds but do not realize some of the redevelopment anticipated in the required timeframe, we can reject the funds. There will be several actions by the Council between now and actual construction which include: approve the project, award a design contract with a consultant, approve the final plans, and award a construction contract. There will also be an opportunity for the public to provide comments on these proposed improvements before the final project is approved by the City Council.

POLICY OBJECTIVE

These proposed improvements would address deficiencies identified in the City's Transportation Plan as well as recent traffic studies that analyzed traffic in the Twin Lakes area.

BUDGET IMPLICATIONS

Kimley Horn is proposing to develop a layout and further refine estimated project costs as well as prepare and submit the application for federal funds at a cost of \$10,144. The Public Works department has sufficient funds for Professional Services in its 2016 budget to cover this cost.

Preliminary cost estimates place the construction cost of this project at about \$2 million. Given the required 20% local match (plus any cost overruns), the City would be required to contribute at least \$400,000 plus an additional estimated \$400,000 in design and construction testing and administration fees. Staff proposes using funds from future developments which will be required to make improvements to the area transportation system in order to support the increase in traffic.

STAFF RECOMMENDATION

Staff recommends that council authorize an application for federal funds for improvements to Snelling Ave between County Road B2 and Lydia Ave as well as authorize the expenditure of \$10,144 to hire Kimley Horn and Associates to prepare and submit a federal aid application for improvements to Snelling Ave between County Road B2 and Lydia Ave.

69 **REQUESTED COUNCIL ACTION**

70 Authorize staff to apply for federal funds for improvements to Snelling Ave between County Road
71 B2 and Lydia Ave.

72 Authorize the expenditure of \$10,144 to hire Kimley Horn and Associates to prepare and submit a
73 federal aid application for improvements to Snelling Ave between County Road B2 and Lydia Ave.

Prepared by: Marc Culver, Public Works Director

Attachments: A: Project Location Map

B: Kimley Horn Proposal

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This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SNELLING AVE.
WIDENING

ROSEVILLE, MN

KHA PROJECT	XXXXXX
DATE	06/15/16
SCALE	AS SHOWN
DESIGNED BY	WLS
DRAWN BY	WLS
CHECKED BY	A TB

Kimley»Horn

© 2016 KIMLEY-HORN AND ASSOCIATES, INC.
2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

SHEET NUMBER
EX. 2



June 14, 2016

Marc Culver, P.E.
Public Works Director
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Re: Professional Services Agreement
Snelling Avenue / County Road C Planning Study and Regional Solicitation Application

Dear Mr. Culver,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Roseville, Minnesota ("City" or "Client") for professional engineering and planning services to develop an overall vision and assist in the Metropolitan Council's Regional Solicitation application process for Snelling Avenue (TH 51) at County Road C (CSAH 23).

Project Understanding

The intersection of County Road C and Snelling Avenue currently has traffic operations issues and it is anticipated that intersection operations will continue to deteriorate. With limited space for improvements, and continued land development plans for the Twin Lakes area, finding solutions at the intersection are proving difficult. At this time, we understand that MnDOT has no plans that would help alleviate the situation.

Recent developments in the Twin Lakes area have been generating funds for the city to apply to transportation projects. Solutions at this intersection would be beneficial to the City of Roseville for community development, safety and livability. The City has an opportunity to seek federal funding through the Regional Solicitation application process.

On February 11, 2016, the Metropolitan Council Transportation Advisory Board (TAB) adopted the criteria and measures for the biennial Regional Solicitation for federal transportation projects for program years 2020 and 2021. The Regional Solicitation is part of Metropolitan Council's required distribution of funding per the recently authorized Federal Transportation Act. The Regional Solicitation process provides the City with an opportunity to receive up to \$7 million in additional funding for the project through the roadway reconstruction and modernization category.

We understand that in order to compete for the Regional Solicitation grant opportunity in 2016, the City will need to complete the planning study and other preliminary engineering analysis to be ready for the July 15, 2016 grant application deadline.

Through other efforts, concept plans, data collection, traffic studies, and related information will be readily available for use in this project.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Prepare STP Funding Application

Task 1a – Compile application data for roadway expansion category

Kimley-Horn will prepare, collect, and compile data necessary to address Sections 1-9 of the Roadway Expansion category for Met Council's SFY2020/2021 Regional Solicitation for FHWA Surface Transportation Program (STP) funding. We will provide City staff with a preliminary summary of the application data for review and comment before preparing the Regional Solicitation application. At that time, Kimley-Horn will provide a summary of any outstanding information to be provided by the City or other partner agencies for the completion of the Regional Solicitation application.

Task 1b – Prepare STP application

Kimley-Horn will prepare the Regional Solicitation application for submittal by City staff to the Met Council under the Roadway Reconstruction/Modernization category of the FY 2020/2021 Regional Solicitation. We will prepare up to three (3) draft support letters for review and signature by partner agencies in support of the funding application. We will prepare a draft application for review by City and partner agency staff and will address one (1) round of comments on the application prior to submittal. We have assumed that City staff will prepare and provide all necessary Council resolutions necessary for support of the application.

Task 2 – Traffic Operations and Environmental Review

Task 2a – Traffic analysis of critical intersections

Section 5 (Congestion Reduction/Air Quality) of the application requires the generation of a Synchro analysis for the project corridor to understand reduction in delay as a result of the proposed improvements. Kimley-Horn will collect updated traffic count data and projections to complete a Synchro analysis to determine the pre-project and post-project delay for one (1) intersection for the purpose of completing Section 5 of the application.

Task 2c – Complete preliminary environmental screening

We will complete a preliminary environmental screening for the project to understand potential Section 106, 4f, and/or 6f risks associated with the improvements identified on the conceptual plan. The screening will include a review of available right-of-way documents, available property databases, and aerial photography.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Kimley-Horn will not proceed with additional services without prior written approval by City staff. Additional services we can provide include, but are not limited to, the following:

- Detailed traffic analysis or study
- Hydraulic/hydrologic studies
- Topographic survey
- Geotechnical investigation
- Attendance/presentation at City Council work sessions or regular meetings
- MnDOT Coordination
- Railroad Coordination

- Preliminary Layout / additional design detail
- Final construction plans and specs

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- GIS base map information
- As-built information (as available)
- Recently completed traffic studies (as available)
- Existing right-of-way and property owner information

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a schedule that will provide the City with appropriate review of the regional solicitation application prior to July 15, 2016.

Fee and Expenses

Kimley-Horn will perform the Scope of Services on a labor fee plus expense basis with a total estimated not-to-exceed cost of \$10,143. Task budgets are estimated to be:

Task 1 – Prepare STP Funding Application	\$ 5,926
Task 2 – Traffic Operations and Environmental Review	\$ 3,618
Expenses	\$ 600
TOTAL MAXIMUM FEE	\$ 10,144

Kimley-Horn will not exceed the total maximum fee shown without authorization from the City.

Labor fee will be billed on an hourly basis according to our then-current rates. A percentage of labor fee will be added to each invoice to cover certain other expenses including telecommunications, reproduction, supplies, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the City. Payment will be due within 25 days of your receipt of the invoice.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Roseville, Minnesota.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: John Crawford, PE, PTOE
Project Manager



Will Matzek, P.E.
Vice President

Attachment – Standard Provisions
Attachment – Concept Plan
Attachment – Fee Estimate

Accepted by:

CITY OF ROSEVILLE, MINNESOTA

A Municipality

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner	☐

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not

intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Minnesota. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The 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.



Estimate of Cost for Professional Services

City of Roseville Snelling Ave / County Road C Planning Study and STP Application June 14, 2016								
Task							Estimated Cost	
	Project Manager	Senior Planner / Engineer	Project Engineer/ Planner	CAD Designer/Tech	Clerical	Total Hours	Total Cost	Task Subtotal
Tasks								
Task 1: Prepare STP Funding Application								
1a: Meet with City to determine project elements and City Needs	3		3			6	\$833.00	
1b: Compile application data for reconstruction/modernization category		8	4	3		15	\$2,230.00	
1c: Prepare STP application	3	4	14			21	\$2,863.00	
Task 1 Total	6	12	21	3		42		\$5,926.00
Task 2: Traffic Operations and Environmental Review								
2a: Traffic Data Collection (Update Counts w/truck counts)			4	2		6	\$700.00	
2b: Traffic and crash data analysis of Snelling / CR C	1		8			9	\$1,118.00	
2c: Complete preliminary environmental screening	1	3	8		2	14	\$1,800.00	
Task 2 Total	2	3	20	2	2	29		\$3,618.00
Tasks Subtotal	8	15	41	5	2	71	\$9,544.00	
Reimbursable Expenses							\$600.00	
Total Estimated Fees and Expenses							\$10,144.00	