

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.d

Department Approval



City Manager Approval



Item Description: Authorize Planning and Design Services for a New Park at 2381 Co. Road B. W

1 **BACKGROUND**

2 The Parks and Recreation System Master Plan identifies the provision of additional parks and
3 recreation services in Southwest Roseville as a strategic priority. In 2022 the city acquired a 0.80
4 parcel at 2381 County Road B. West via a combination of Park Dedication from an adjacent
5 development and purchase.

6
7 Included as an Attachment in your packet is a Standard Professional Services Agreement with LHB
8 to lead the planning, concept design and community engagement, in coordination with staff, for of
9 the new park.

10
11 LHB has consulted the City on a number of successful park development projects in recent years
12 including Midland Gardens Park, Unity Park and much of the Parks Renewal Program. LHB was the
13 lead consultant on the most recent Master Plan update and was involved with the community
14 discussions in SW Roseville as part of that process.

15
16 This process will seek to obtain the International Association of Public Participation (IAP2) level of
17 *collaborate*: to partner with the public in each aspect of the decision including the development of
18 alternatives and identification of a preferred solution.

19
20 At the conclusion of the engagement process, the preferred concept and proposed budget will be
21 presented to the City Council.

22 **POLICY OBJECTIVE**

23 The attached agreement is consistent with the City's commitment to strategically engage residents in
24 decision making process and the community aspiration of a physically and mentally active and
25 healthy community.

26 **BUDGET IMPLICATIONS**

27 The Professional Services Agreement is for costs not to exceed \$28,500 and \$400 in reimbursable
28 expenses. These costs will be paid for using Park Dedication Funds.

29 **RACIAL EQUITY IMPACT SUMMARY**

30 The neighborhood in which this park will be located is one of the few remaining areas in Roseville
31 where residents do not have a park within a 10 minute walk, an important metric that the Trust for

32 Public Land uses to measure health equity within a community. Studies show that close-to-home
33 park access is essential for community wellbeing by encouraging physical activity, fostering a
34 connection to nature, bringing neighborhoods together and contributing to climate resilience.

35 In accordance with the IAP2 best practices, the engagement process will intentionally seek to engage
36 historically underrepresented populations by targeting the multifamily housing in the neighborhood,
37 and offering multiple opportunities to provide feedback.

38 **STAFF RECOMMENDATION**

39 Based on the community involvement process, the policy of providing public input on projects, and
40 the need and desire to add a park in Southwest Roseville, staff recommends that the City enter into
41 an agreement with LHB for design services as outlined.

42 **REQUESTED COUNCIL ACTION**

43 Authorize the Mayor and City Manager to enter into a Professional Services Agreement with LHB
44 for design services as referenced for an amount not to exceed \$28,900 for a new park at 2381 Co.
45 Road B. W. to be paid for with Park Dedication Funds.

Prepared by: Matt Johnson. Parks and Recreation Director
Attachments: A: Standard Professional Services Agreement with LHB Incorporated for Planning, and Design
Services

Standard Agreement for Professional Services

This Agreement (“Agreement”) is made on the 6 day of March, 2023, between the City of Roseville, a municipal corporation (hereinafter “City”), and LHB Incorporated (hereinafter “Consultant”).

Preliminary Statement

The City has adopted a policy regarding the selection and retention 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 described 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 contract execution, through December 31, 2023, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Consultant the compensation described in Exhibit B attached hereto for the Work, Consultant will also charge for reasonable out-of-pocket expenses such as reproductions, delivery services, long-distance telephone charges, and similar, 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. Jim Taylor, Parks Superintendent 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. The Consultant agrees to perform the Work in accordance with, and 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 written invoice for Work performed under this Agreement. Fees shall be paid within 30 days following receipt of a monthly invoice for services performed on an as-needed basis. 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 Lydia Major, Landscape Architect (“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 to the Work being performed under this Agreement.
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. Any such information must be in writing and clearly identified as “confidential.” The Contractor’s confidentiality obligation will not apply to information that: (i) is in the public domain; (ii) is known by the Contractor at the time of its receipt from the City; (iii) is developed independently by the Contractor; or (iv) is received from others. The obligations of confidentiality do not apply to information required to be disclosed in defense or assertion of any claim against or by the Contractor other otherwise by legal process or requirement. 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. 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.
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 provisions 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.** The City shall not be required to pay for any claim for services furnished by the Consultant not specifically provided for herein.
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 indemnify and hold the City, and its mayor, councilmembers, officers, and employees harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney's fees, to the extent caused by any negligent or wrongful act or omission of the Consultant, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to perform the Work.

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 \$1,500,000 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.
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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 3 years after substantial completion, , the Consultant shall procure, maintain and pay for professional liability insurance, satisfactory to the City, which insures the payment of damages for liability caused by the performance of professional services for the City, in the insured's capacity as the Consultant, if such liability is caused by any negligent act, error or omission 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. Said policy shall not name the City as an insured.
- 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 and Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Roseville."
 - (iv) 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
 - (v) 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 at least 30 days 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.** Provided the Consultant has been paid in accordance with the terms of this Agreement, 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 at its sole risk.
20. **Annual Review.** Prior to December 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
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If to Consultant: _____

Attn: _____

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 26, the entire agreement of the parties is contained in this Agreement. 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:

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

(NAME OF CONSULTANT)

By: _____

Its: _____

EXHIBIT A

WORK

The Consultant shall perform the following Work as outlined in the attached proposal.

- Conceptual Design Public Meeting will involve exploring two (2) or three (3) potential directions for the park program and design directions. It is intended to spark dialog with several options and preliminary solutions for the issues and ideas raised at meeting one, but to still offer a preliminary, “sketchy” stage of the process to invite further revision and discussion. We anticipate working with a playground vendor who will also present playground options at this meeting.

The City will provide the following:

- Schedule, location, and notification for two (2) meetings
- Materials and graphics from related planning process for use in developing meeting materials
- Attendance and participation in two (2) meetings

Meetings and deliverables will include:

- Two (2) preparatory team meetings (one in advance of each meeting, concurrent with design review, as described below)
- Meeting agendas and materials (presentations, boards, exercises, etc.)
- Meeting notes/summaries

■ **Create a park concept design**

LHB will develop two (2) or three (3) concepts for the site, exploring different programs and design elements, based on the work done during this master planning processes in 2008 and 2012 and the results of the first community meeting. These concepts are specifically intended for use at the second public meeting and will be developed to the degree needed to help the public understand the site’s potential. We will also engage with a vendor to develop options for playground equipment and surfacing.

The City will provide the following:

- Coordination and input from discussions with other stakeholders and planning processes.
- Timely feedback and review; This proposal anticipates that comments from staff will be consolidated into a single reviewed set and that there will be one (1) round of review and revision for each major milestone (concept design and schematic design).

Meetings and deliverables will include:

- One (1) meeting with staff to review and refine concepts (concurrent with public meeting preparation as described above)
- Concept design documents will include the following information:
 - Plans and sections illustrating key features and relationships
 - Precedent imagery to illustrate concepts and programmatic elements
 - A brief narrative/bullet points describing the three concepts’ program and design elements

▪ **Preferred Concept Design**

LHB will refine a preferred concept for the site, based on feedback received at the second public meeting and from City Staff. This concept is specifically intended for use at the final presentations and will be developed to the degree needed to help decision makers and the public understand the preferred direction for the park, as well as to assist City Staff in decision making in advance of starting construction documents.

The City will provide the following:

- Coordination and input from discussions with other stakeholders and planning processes
- Timely feedback and review; This proposal anticipates that comments from staff will be consolidated into a single reviewed set and that there will be one (1) round of review and revision for each major milestone (concept design and schematic design)

Meetings and deliverables will include:

- One (1) meeting with staff to review and refine preferred concept (concurrent with public meeting preparation as described above)
- Concept design documents will include the following information:
 - Plans and sections illustrating key features and relationships
 - Precedent imagery to illustrate concepts and programmatic elements
 - Two (2) illustrative perspective renderings intended to evoke a sense of place
 - A brief narrative/bullet points describing the concept's program and design elements
 - Concept design-level construction cost estimate (primarily for City Staff's use) in Microsoft Excel format, including approximate quantities and unit costs in 2023 dollars

▪ **Provide final materials and reports to staff for presentation to the Parks and Recreation Commission and the City Council**

LHB will provide staff with materials to present to the Commission and Council including a summary overview and memo-style report describing the process, preferred concept design (in narrative and plan form), and cost information developed in the steps above. The report and presentation will be formatted to be compatible as an appendix or supplement to Roseville's Park and Recreation Master Plan, though they will also work as a standalone memo describing this process and outcomes. Staff will conduct these presentations.

The City will provide the following:

- Staff will conduct the presentations.
- Timely feedback and review; This proposal anticipates that comments from staff will be consolidated into a single reviewed set and that there will be one (1) round of review and revision for each major milestone (concept design and schematic design)

Meetings and deliverables will include:

- Presentation materials for one (1) regularly scheduled Commission meeting and one (1) regularly scheduled Council meeting

Exclusions

1. Public, agency, focus group, or stakeholder meetings beyond those described above are excluded.
2. If other public meetings or other stakeholder engagement are required, LHB will work with you to determine a fee before beginning this work to provide a more accurate estimate, based on the type of meeting and level of staff involvement anticipated.
3. Construction documents and specifications are excluded. If the project proceeds towards bidding and construction as anticipated, LHB will work with you to determine a fee before beginning this work, based on the concept design, construction cost estimate, and other information available at that time.

Schedule

Public meetings will occur between April 2023 and August 2023. If the project proceeds to bidding and construction, the schedule for that will be determined in advance of beginning the work.

Proposed Fee

LHB proposes an hourly not to exceed fee of Twenty-eight Thousand Five Hundred Dollars (\$28,500) excluding reimbursable expenses. Reimbursable expenses, including document reproduction, postage, and mileage, are in addition to Compensation and shall not exceed Four Hundred Dollars (\$400) without prior approval.

Terms and Conditions

Upon your approval of this proposal, we will prepare an agreement consistent with the terms and conditions of our standard LHB agreement form.

We appreciate the opportunity to provide you with our services. We look forward to working with you. Please contact Lydia at 612.752.6956 if you have any questions.

LHB, INC.



LYDIA MAJOR, PROJECT MANAGER



MICHAEL A. FISCHER, PRINCIPAL

LHB Project No. 230076

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