

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 22, 2021
Item No.: 9.d

Department Approval



City Manager Approval



Item Description: Award 2021-2023 BMP Maintenance Program Contract

BACKGROUND

Since 2006, the City of Roseville has been installing Stormwater Best Management Practices (BMPs) to meet watershed permit requirements, relieve local flooding issues, and to improve and protect our local water resources. To date, there are approximately 137 public BMP sites, the majority of which consist of raingardens, biofiltration basins, and ponds.

Proper maintenance is required for long-term functionality, as well as proper plant establishment, which keeps the basins functioning and attractive. Not only does the City want to protect its investment in stormwater projects, maintenance is also required as a condition of the watershed district permits obtained for street improvement projects.

The previous three-year contract from 2018-2020 for BMP maintenance expired at the end of 2020. Similar to 2018 the City issued a request for proposal for a three-year maintenance contract of BMPs throughout Roseville.

FINANCIAL IMPACTS

Staff received three (3) bids for this project. The low bid submitted by Sandstrom Land Management in the amount of \$102,976.88 which is 3.9% lower than the engineer's estimate of \$107,114.00. The bid prices across the board were competitive with all bid totals slightly above the engineers estimate. Annual costs are slightly lower than the previous contract.

Bidder	2021	2022	2023	Total
<i>Engineers Est.</i>	\$35,000.00	\$35,700.00	\$36,414.00	\$107,114.00
Sandstrom Land Management	\$33,487.50	\$33,487.50	\$36,001.88	\$102,976.88
Outdoor Lab	\$35,450.00	\$37,100.00	\$37,100.00	\$109,650.00
Minnesota Native Landscapes	\$40,540.00	\$40,540.00	\$43,180.00	\$124,260.00

Based on the low bid, staff recommends awarding the 2021-2023 BMP Maintenance Contract to Sandstrom Land Management.

This project is proposed to be paid for using storm water CIP funds over the three-year contract. Specifically a portion of the pond improvements/infiltration line item which has an overall budget of \$400,000.

STAFF RECOMMENDATION

Staff is requesting authorization to award a contract with Sandstrom Land Management for 2021-2023 Best Management Practice Maintenance Program.

26 **REQUESTED COUNCIL ACTION**

27 Motion to approve a contract with Sandstrom Land Management for 2021-2023 Best Management
28 Practice Maintenance Program.

Prepared by: Ryan Johnson, Environmental Manager
Attachments: A: 2021-2023 BMP Maintenance Program Agreement

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the 22nd day of March 2021, by and between the City of Roseville (hereinafter called the OWNER) and Sandstrom Land Management, (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

The CONTRACTOR hereby covenants and agrees to perform and execute all work generally described here and in accordance with the provisions of the plans and specifications as prepared by the City of Roseville, City Engineer, and referenced in Article 5, as approved by OWNER, and to do everything required by this Agreement and the Contract Documents.

2021-2023 BMP Maintenance Program

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$100.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER one-hundred dollars (\$100.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of which prices based on the approximate schedule of quantities, is estimated to be \$ 102,976.88 (one hundred two thousand nine hundred seventy-six dollars and eighty-eight cents). Final payment shall be made in accordance with the unit prices as shown on CONTRACTOR’S Proposal Form (Exhibit A) multiplied by the final quantities determined in accordance with the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES

The OWNER will make progress payments on account of the Contract Price as provided in the GENERAL CONDITIONS, under Section 230, and as follows:

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Director of Public Works.
- 4.2 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 Request for Proposal
- 5.2 Bid Items
- 5.3 Maintenance Locations
- 5.4 Conditions and Specifications
- 5.5 Notice of Award
- 5.6 Contract Document
- 5.7 Notice to Proceed

This Agreement, together with the documents hereinbefore mentioned, for the Contract, and all documents are as fully a part of the Contract as if attached hereto or herein repeated.

ARTICLE 6. MISCELLANEOUS

- 6.1 Terms used in this Agreement which are defined in section 201 of the General Conditions shall have the meanings indicated in the General Conditions.
- 6.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part their respective interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies, due or to become due without the prior written consent of the OWNER.
- 6.3 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants and obligations contained in the Contract Documents.
- 6.4 This Agreement and Contract Documents constitute the entire agreement and, understanding, promises and obligations between the OWNER and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.
- 6.5 If any provision or portion of this Agreement and the Contract Documents is found to be unenforceable by a court of competent jurisdiction in the course of a legal action brought by one of the parties relative to this Project, all other provisions and portions of this Agreement and the Contract Documents shall survive and remain in full force and effect.

6.6 Any dispute or claim arising out of this Project, Agreement, and the Contract Documents shall be governed by the applicable law of the State of Minnesota and any legal actions brought to resolve any such disputes or claims shall be venued in the appropriate state or federal district court for Ramsey County, Minnesota.

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

THE CITY OF ROSEVILLE

CONTRACTOR:
Sandstrom Land Management

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon, City Manager

By: _____
Its: _____