

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 29, 2021
Item No.: 9.h

Department Approval



City Manager Approval



Item Description: Approve 2022 Sanitary Sewer Lining Agreement with the City of Falcon Heights

BACKGROUND

The City of Roseville and Falcon Heights currently have a Joint Powers Agreement in which Roseville provides engineering services to Falcon Heights to oversee and manage their infrastructure and projects. For 2022, Roseville staff has worked with Falcon Heights to develop a sanitary sewer lining project.

Roseville staff has also been developing its annual sanitary sewer lining project for Roseville. Since the projects for each City are similar in scope, staff recommends the two projects be completed under one contract. This provides a larger scale project which should result in better bid prices. Having only one contract to manage also saves staff time. By doing one joint project, both cities should see some cost savings versus doing separate projects.

In order for Roseville's sewer lining contract to include Falcon Heights' portion of the work, a sewer lining agreement (Attachment A) for the project has been created. This agreement is similar to the agreement that was approved in 2020 for the 2021 sewer lining project. The agreement documents the scope of the project in Falcon Heights, responsibility for the design, construction management and how the project costs are paid. All costs for construction within Falcon Heights will be paid by Falcon Heights. All engineering costs related to Falcon Heights' portion of the project will be paid by Falcon Heights. The agreement allows Falcon Heights to review the bids prior to award and, if the bids are in excess of 20% over estimate, Falcon Heights must approve or reject the bid prior to award by Roseville.

Falcon Heights approved the agreement on November 10, 2021.

The 2022 Sanitary Sewer Lining project is scheduled to be awarded at the December 6, 2021 Roseville City Council meeting.

POLICY OBJECTIVE

It is City policy to keep utility infrastructure in good operating condition, utilizing current construction technologies that keep service disruption during construction to a minimum.

BUDGET IMPLICATIONS

Falcon Heights will reimburse Roseville for all Falcon Heights' construction costs related to the project which is estimated to be \$220,000. Falcon Heights will also pay Roseville for all engineering costs related to the Falcon Heights portion of the project.

The Roseville portion of the project is estimated to be \$800,000 and will be funded using the

31 sanitary sewer fund.

32 **STAFF RECOMMENDATION**

33 Staff recommends Council approve the 2022 Sanitary Sewer Lining Agreement with Falcon Heights.

34 **REQUESTED COUNCIL ACTION**

35 Motion to approve the 2022 Sanitary Sewer Lining Agreement with Falcon Heights.

Prepared by: Stephanie Smith, Assistant City Engineer

Attachments: A: 2022 Sanitary Sewer Lining Agreement with Falcon Heights

2022 SANITARY SEWER LINING AGREEMENT

Dated as of _____, 2021

This Agreement is made on _____, 2021, between the City of Roseville, a Minnesota municipal corporation ("Roseville"), and the City of Falcon Heights, a Minnesota municipal corporation ("Falcon Heights").

1. PURPOSE

Roseville and Falcon Heights (Collectively the "Cities") have determined that it is in the best interests of the residents of each city to undertake in a cooperative fashion the lining of sanitary sewer main lines (the "Project"). The goal of the Cities is to provide for a coordinated cost effective completion of 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 Cities 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 each Falcon Heights City Administrator for approval prior to releasing the Project for bidding.

4. CONSTRUCTION

- 4.1 If final construction plans and specifications are approved by each city council, 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 Falcon Heights. If the contracts exceed the cost estimates contained in the construction plans (including a contingency budget) previously approved by the Cities by 20% or more the bids will be approved individually by each city council 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 Falcon Heights 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 Falcon Heights 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 Falcon Heights for ratification. Falcon Heights must not unreasonably withhold its consent to change orders resulting from unforeseen circumstances arising from the construction.

5. PAYMENT OF COSTS OF PROJECT

- 5.1 The cost of the Project will be categorized based on ownership of the infrastructure and charged to the Cities accordingly. Costs will include, but not be limited to, the services identified in Article 6 hereof, 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. Within 10 days of the end of each calendar month, Roseville shall provide a statement to Falcon Heights showing the prior month's activity, the invoices received, the full costs of services provided by Roseville staff, and the amount Falcon Heights owes to Roseville for the Project and for items outside of the Project. Within 30 days of the receipt of that statement, Falcon Heights 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 cities 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. These services include:
 - Complete design;
 - Acquire required permits and approvals;
 - Prepare plans and specifications;
 - Manage contracts made for completion of the Project and for items outside the Project;
 - Supervise construction, including inspection of the work;
 - Conduct construction surveying;
 - Prepare as-built drawings;
 - Design utilities, as required;
- 6.2 Roseville may, at its discretion, contract with a qualified third party to conduct or complete any or all of these services. Roseville employees shall be billed at their direct salary expenses, including benefits and applicable overhead.

7. DISPUTE RESOLUTION

- 7.1 If a dispute arises between the Cities regarding this agreement or the construction of the Project, the City Manager and City Administrator of each city, or their designees, must promptly meet and attempt in good faith to negotiate a resolution of the dispute.
- 7.2 If the Cities have not negotiated a resolution of the dispute within 30 days after this meeting, the Cities may jointly select a mediator to facilitate further discussion.

7.3 If a mediator is not used or if the Cities 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. GENERAL PROVISIONS

8.1 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 Falcon Heights: City Administrator
 City of Falcon Heights
 2077 W. Larpenteur Avenue
 Falcon Heights, MN

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

8.2 This Agreement shall terminate if either City fails to approve the construction plans for the Project.

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

8.4 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: _____

CITY OF FALCON HEIGHTS

By: _____
Mayor

And: _____
City Administrator

EXHIBIT A
THE PROJECT

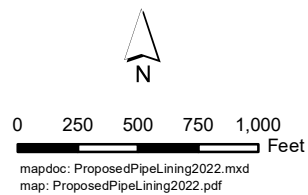
Install Cast in Place Pipe (CIPP) liner in existing sanitary sewer main line.


[Enclosed Project Map also included in Exhibit A]

Proposed Pipe Lining Year



Prepared by:
City of Roseville Engineering Department
November 4, 2021



 2022 (1.3 miles)

Data Sources and Contacts:
* Ramsey County GIS Base Map (10/18/21)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

DISCLAIMER:
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