

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 12/03/12
Item No.: 12.f

Department Approval



City Manager Approval



Item Description: Approve Contract for Engineering Services to Acquire Right- Of- Way for the Twin Lakes Area Public Improvements

BACKGROUND

In 2009, the City received a \$1 million federal appropriation for public infrastructure work within the Twin Lakes Redevelopment Area. These funds were identified to be used to purchase the right of way necessary to construct Phase 3 of Twin Lakes Parkway, between Prior Avenue and Fairview Avenue. This is the logical next step to preserve the opportunity to construct Phase 3 of Twin Lakes Parkway when it is needed.

When federal funds are used, the “acquiring authorities” need to meet the provisions of federal law titled The Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (also known as The Uniform Act or simply The Act), together with those regulations which implement The Act. Conformance with applicable federal policies and regulations are required to use the federal funds to acquire this right of way. The provisions of the Act include a process for right of way acquisitions that needs to be followed precisely. To ensure that this work is completed according to Federal requirements, City Staff is requesting the assistance of SRF Consulting Group, Inc.

There will be additional Council authorization necessary once appraisals have been completed and offers are recommended.

POLICY OBJECTIVE

Staff seeks to find the most cost effective purchasing opportunities to meet budgetary and operational objectives. SRF has over 12 years of experience working with the City in the Twin Lakes AUAR area. They completed the Project Memorandum which has been approved by the Federal Highway Administration for this right of way purchase and have a comprehensive understanding of the area and the properties to be acquired

Contracting with a different consultant would require time for them to review the work SRF has done to date, ultimately costing more to do the same work. As a result staff believes that SRF is the logical choice for this work.

FINANCIAL IMPACTS

Staff recommends that the Hazardous Substance Subdistrict of TIF District 11 be used to fund the easement acquisition. The estimated cost for these services as proposed is \$19,480.

28 **STAFF RECOMMENDATION**

29 Staff recommends the approval of a contract with SRF Consulting Group, Inc. to Acquire Right- Of-
30 Way for Twin Lakes Area Public Improvements.

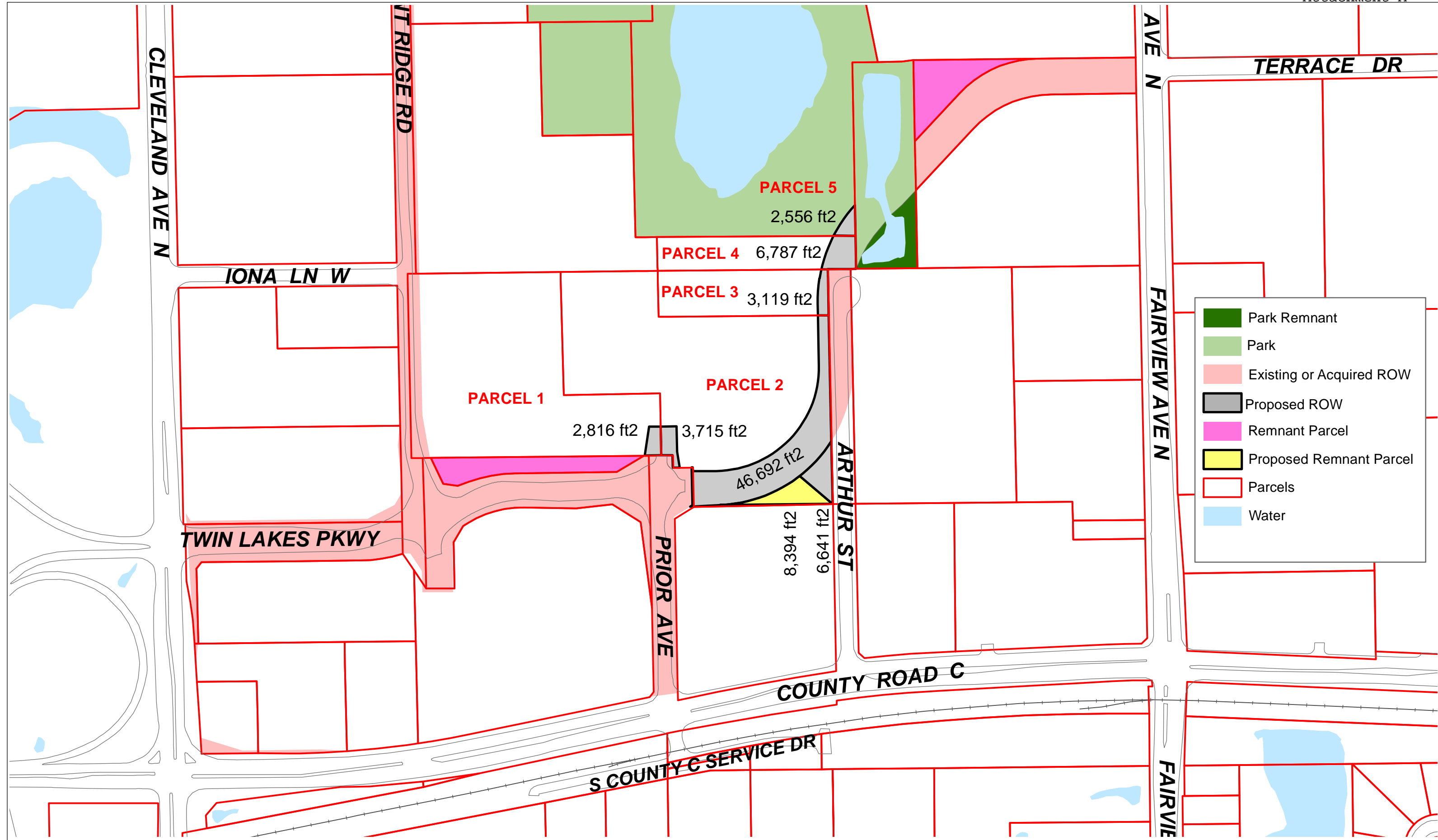
31 **REQUESTED COUNCIL ACTION**

32 Motion to Authorize the City Manager to Contract with SRF Consulting Group, Inc. to Acquire Right-
33 Of- Way for Twin Lakes Area Public Improvements.

Prepared by: Debra Bloom, City Engineer

Attachments: A. Right of way Map

B: Contract



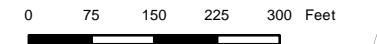
	Park Remnant
	Park
	Existing or Acquired ROW
	Proposed ROW
	Proposed Remnant Parcel
	Parcels
	Water

Twin Lakes Parkway Right-of-Way Acquisition



Data Sources and Contacts:
 *Ramsey County GIS Base Map (04/12)
 *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:
 This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City disclaims any liability for any errors or omissions. The City is not responsible for any damages or losses resulting from the use of this map, including but not limited to, the use of this map for navigation, or the use of this map for any other purpose. The City disclaims any liability for any damages or losses resulting from the use of this map, including but not limited to, the use of this map for navigation, or the use of this map for any other purpose. The City disclaims any liability for any damages or losses resulting from the use of this map, including but not limited to, the use of this map for navigation, or the use of this map for any other purpose.



mapdoc: TwinLakesEasementAcquisition.mxd
 map: TwinLakesEasementAcquisition.pdf



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4 **Standard Agreement for Professional Services**
5 **Right of Way Acquisition**
6 **Twin Lakes Public Improvements**
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13 This Agreement (“Agreement”) is made on the _____ day of December, 2012, between
14 the City of Roseville, a municipal corporation (hereinafter “City”), and SRF Consulting Group,
15 Inc., a Corporation (hereinafter “Consultant”).
16

17 **Preliminary Statement**
18

19 The City has adopted a policy regarding the selection and hiring of consultants to provide a
20 variety of professional services for City projects. That policy requires that persons, firms or
21 corporations providing such services enter into written agreements with the City. The purpose of
22 this Agreement is to set forth the terms and conditions for the performance of professional
23 services by the Consultant.
24

25 The City and Consultant agree as follows:
26

- 27 1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services
28 shown in Exhibit A attached hereto (“Work”) in consideration for the compensation set
29 forth in Provision 3 below. The terms of this Agreement shall take precedence over and
30 supersede any provisions and/or conditions in any proposal submitted by the Consultant.
31
- 32 2. **Term.** The term of this Agreement shall be from January 1, 2013, through June 30, 2013,
33 the date of signature by the parties notwithstanding.
34
- 35 3. **Compensation for Services.** The City agrees to pay the Consultant the compensation
36 described in Exhibit A attached hereto for the Work, subject to the following:
37
- 38 A. Any changes in the Work which may result in an increase to the compensation due
39 the Consultant shall require prior written approval of the City. The City will not pay
40 additional compensation for Work that does not have such prior written approval.
41
- 42 B. Third party independent contractors and/or subcontractors may be retained by the
43 Consultant when required by the complex or specialized nature of the Work when
44 authorized in writing by the City. The Consultant shall be responsible for and shall

45 pay all costs and expenses payable to such third party contractors unless otherwise
46 agreed to by the parties in writing.

47
48 4. **City Assistance.** The City agrees to provide the Consultant with the following assistance
49 concerning the Work to be performed hereunder:

50
51 A. Depending on the nature of the Work, Consultant may from time to time require
52 access to public and private lands or property. To the extent the City is legally and
53 reasonably able, the City shall provide access to and make provisions to enable the
54 Consultant to enter upon public and private land and property as required for the
55 Consultant to perform and complete the Work.

56
57 B. The City shall furnish the Consultant with a copy of any special standards or criteria
58 promulgated by the City relating to the Work, including but not limited to design and
59 construction standards, that is needed by the Consultant in order to prepare for the
60 performance of the Work.

61
62 C. A person shall be appointed to act as the City’s representative with respect to the
63 Work to be performed under this Agreement. Such representative shall have
64 authority to transmit instructions, receive information, interpret, and define the City’s
65 policy and decisions with respect to the Work to be performed under this Agreement,
66 but shall not have the right to enter into contracts or make binding agreements on
67 behalf of the City with respect to the Work or this Agreement.

68
69 5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an
70 itemized invoice for Work performed under this Agreement. Invoices submitted shall be
71 paid in the same manner as other claims made to the City. Invoices shall contain the
72 following:

73
74 A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each
75 employee, his or her name, job title, the number of hours worked, rate of pay for each
76 employee, a computation of amounts due for each employee, and the total amount
77 due for each project task. The Consultant shall verify all statements submitted for
78 payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For
79 reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an
80 itemized listing and such documentation of such expenses as is reasonably required
81 by the City. Each invoice shall contain the City’s project number and a progress
82 summary showing the original (or amended) amount of the Agreement, current
83 billing, past payments and unexpended balance due under the Agreement.

84
85 B. To receive any payment pursuant to this Agreement, the invoice must include the
86 following statement dated and signed by the Consultant: “I declare under penalty of
87 perjury that this account, claim, or demand is just and correct and that no part of it has
88 been paid.”

89
90 The payment of invoices shall be subject to the following provisions:

91
92 A. The City shall have the right to suspend the Work to be performed by the
93 Consultant under this Agreement when it deems necessary to protect the City,
94 residents of the City or others who are affected by the Work. If any Work to be
95 performed by the Consultant is suspended in whole or in part by the City, the
96 Consultant shall be paid for any services performed prior to the delivery upon
97 Consultant of written notice from the City of such suspension.
98

99 B. The Consultant shall be reimbursed for services performed by any third party
100 independent contractors and/or subcontractors only if the City has authorized the
101 retention of and has agreed to pay such persons or entities pursuant to Section 3B
102 above.
103

104 6. **Project Manager and Staffing.** The Consultant has designated Ken Helvey (“Project
105 Contacts”) to perform and /or supervise the Work, and as the persons for the City to
106 contact and communicate with regarding the performance of the Work. The Project
107 Contacts shall be assisted by other employees of the Consultant as necessary to facilitate
108 the completion of the Work in accordance with the terms and conditions of this
109 Agreement. Consultant may not remove or replace Project Contracts without the prior
110 approval of the City.
111

112 7. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be
113 in accordance with the normal standard of care in Ramsey County, Minnesota, for
114 professional services of like kind.
115

116 8. **Audit Disclosure.** Any reports, information, data and other written documents given to,
117 or prepared or assembled by the Consultant under this Agreement which the City requests
118 to be kept confidential shall not be made available by the Consultant to any individual or
119 organization without the City’s prior written approval. The books, records, documents
120 and accounting procedures and practices of the Consultant or other parties relevant to this
121 Agreement are subject to examination by the City and either the Legislative Auditor or
122 the State Auditor for a period of six (6) years after the effective date of this Agreement.
123 The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota
124 Government Data Practices Act, to the extent the Act is applicable to data, documents,
125 and other information in the possession of the Consultant.
126

127 9. **Termination.** This Agreement may be terminated at any time by the City, with or
128 without cause, by delivering to the Consultant at the address of the Consultant set forth
129 on page 1, a written notice at least seven (7) days prior to the date of such termination.
130 The date of termination shall be stated in the notice. Upon termination the Consultant
131 shall be paid for services rendered (and reimbursable expenses incurred if required to be
132 paid by the City under this Agreement) by the Consultant through and until the date of
133 termination so long as the Consultant is not in default under this Agreement. If however,
134 the City terminates the Agreement because the Consultant is in default of its obligations
135 under this Agreement, no further payment shall be payable or due to the Consultant
136 following the delivery of the termination notice, and the City may, in addition to any

137 other rights or remedies it may have, retain another consultant to undertake or complete
138 the Work to be performed hereunder.

139
140 10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided
141 under this Agreement without the express written consent of the City. The Consultant
142 shall promptly pay any subcontractor involved in the performance of this Agreement as
143 required by the State Prompt Payment Act.

144
145 11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an
146 independent contractor and not an employee of the City. No statement herein shall be
147 construed so as to find the Consultant an employee of the City.

148
149 12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall
150 not discriminate against any person, contractor, vendor, employee or applicant for
151 employment because of race, color, creed, religion, national origin, sex, marital status,
152 status with regard to public assistance, disability, sexual orientation or age. The
153 Consultant shall post in places available to employees and applicants for employment,
154 notices setting forth the provision of this non-discrimination clause and stating that all
155 qualified applicants will receive consideration for employment. The Consultant shall
156 incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for
157 Work done under this Agreement, and will require all of its subcontractors performing
158 such Work to incorporate such requirements in all subcontracts for the performance of
159 the Work. The Consultant further agrees to comply with all aspects of the Minnesota
160 Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act
161 of 1964, and the Americans with Disabilities Act of 1990.

162
163 13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or
164 obligations hereunder, without the prior written consent of the City.

165
166 14. **Services Not Provided For.** No claim for services furnished by the Consultant not
167 specifically provided for herein shall be paid by the City.

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169 15. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal,
170 state and local laws, statutes, ordinances, rules and regulations in the performance of the
171 Work. The Consultant and City, together with their respective agents and employees,
172 agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes
173 Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any
174 violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the
175 Work to be performed shall constitute a material breach of this Agreement and entitle the
176 City to immediately terminate this Agreement.

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178 16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall
179 not affect, in any respect, the validity of the remainder of this Agreement.

180
181 17. **Indemnification.** The Consultant agrees to defend, indemnify and hold the City, its
182 Council, officers, agents and employees harmless from any liability, claims, damages,

183 costs, judgments, or expenses, including reasonable attorney’s fees, resulting directly or
 184 indirectly from a negligent act or omission (including without limitation professional
 185 errors or omissions) of the Consultant, its agents, employees, and/or subcontractors
 186 pertaining to the performance of the Work provided pursuant to this Agreement and
 187 against all losses by reason of the failure of said Consultant to fully perform, in any
 188 respect, all of the Consultant’s obligations under this Agreement.
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190 18. **Insurance.**

191
 192 A. General Liability. Prior to starting the Work, the Consultant shall procure, maintain
 193 and pay for such insurance as will protect against claims for bodily injury or death,
 194 and for damage to property, including loss of use, which may arise out of operations
 195 by the Consultant or by any subcontractor of the Consultant, or by anyone employed
 196 by any of them, or by anyone for whose acts any of them may be liable. Such
 197 insurance shall include, but not be limited to, minimum coverages and limits of
 198 liability specified in this Provision 18 or required by law. Except as otherwise stated
 199 below, the policies shall name the City as an additional insured for the Work provided
 200 under this Agreement and shall provide that the Consultant’s coverage shall be
 201 primary and noncontributory in the event of a loss.
 202

203 B. The Consultant shall procure and maintain the following minimum insurance
 204 coverages and limits of liability with respect to the Work:
 205

Worker’s Compensation:	Statutory Limits
Employer’s Liability	\$500,000 each accident
(Not needed for	\$500,000 disease policy limit
Minnesota based	\$500,000 disease each employee
Consultant):	
Commercial General Liability:	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
	\$2,000,000 Products – Completed Operations
	Aggregate
	\$100,000 fire legal liability each occurrence
	\$5,000 medical expense
Comprehensive Automobile	
Liability:	\$1,000,000 combined single limit (shall include
	coverage for all owned, hired and non-owned
	vehicles.

225 C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO
 226 form CG 0001, and shall include the following:
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228 a. Personal injury with Employment Exclusion (if any) deleted;

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- b. Broad Form Contractual Liability coverage; and
- c. Broad Form Property Damage coverage, including Completed Operations.

D. Professional Liability Insurance. The Consultant agrees to provide to the City a certificate evidencing that it has in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for liability arising out of the performance of professional services for the City, in the insured’s capacity as the Consultant, if such liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is liable. Said policy shall provide an aggregate limit of \$_____. Said policy shall not name the City as an additional insured.

E. 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:

- a. All policies, except the Professional Liability Insurance policy, shall be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable);
- b. All policies, except the Professional Liability Insurance and Worker’s Compensation Policies, shall contain a waiver of subrogation naming “the City of Roseville”;
- c. All policies, except the Professional Liability Insurance and Worker’s Compensation Policies, shall name “the City of Roseville” as an additional insured;
- d. All policies, except the Professional Liability Insurance and Worker’s Compensation Policies, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and
- e. 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 the Consultant’s insurance declaration page, Rider and/or Endorsement, as applicable, which evidences the compliance with this Paragraph 18, must be filed with City prior to the start of Consultant’s Work. Such documents evidencing

275 insurance shall be in a form acceptable to City and shall provide satisfactory evidence
276 that Consultant has complied with all insurance requirements. Renewal certificates
277 shall be provided to City prior to the expiration date of any of the required policies.
278 City will not be obligated, however, to review such declaration page, Rider,
279 Endorsement or certificates or other evidence of insurance, or to advise Consultant of
280 any deficiencies in such documents and receipt thereof shall not relieve Consultant
281 from, nor be deemed a waiver of, City’s right to enforce the terms of Consultant’s
282 obligations hereunder. City reserves the right to examine any policy provided for
283 under this Provision 18.

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285 F. If Consultant fails to provide the insurance coverage specified herein, the Consultant
286 will defend, indemnify and hold harmless the City, the City’s officials, agents and
287 employees from any loss, claim, liability and expense (including reasonable
288 attorney’s fees and expenses of litigation) to the extent necessary to afford the same
289 protection as would have been provided by the specified insurance. Except to the
290 extent prohibited by law, this indemnity applies regardless of any strict liability or
291 negligence attributable to the City (including sole negligence) and regardless of the
292 extent to which the underlying occurrence (i.e., the event giving rise to a claim which
293 would have been covered by the specified insurance) is attributable to the negligent or
294 otherwise wrongful act or omission (including breach of contract) of Consultant, its
295 contractors, subcontractors, agents, employees or delegates. Consultant agrees that
296 this indemnity shall be construed and applied in favor of indemnification. Consultant
297 also agrees that if applicable law limits or precludes any aspect of this indemnity,
298 then the indemnity will be considered limited only to the extent necessary to comply
299 with that applicable law. The stated indemnity continues until all applicable statutes
300 of limitation have run.

301
302 If a claim arises within the scope of the stated indemnity, the City may require
303 Consultant to:

- 304 a. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing
305 performance of the indemnity obligation; or
- 306 b. Furnish a written acceptance of tender of defense and indemnity from
307 Consultant’s insurance company.

308
309 Consultant will take the action required by the City within fifteen (15) days of
310 receiving notice from the City.

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312
313 19. **Ownership of Documents.** All plans, diagrams, analysis, reports and information
314 generated in connection with the performance of this Agreement (“Information”) shall
315 become the property of the City, but the Consultant may retain copies of such documents
316 as records of the services provided. The City may use the Information for any reasons it
317 deems appropriate without being liable to the Consultant for such use. The Consultant
318 shall not use or disclose the Information for purposes other than performing the Work
319 contemplated by this Agreement without the prior consent of the City.
320

321
 322 20. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or
 323 related to this Agreement or the relationships which result from this Agreement shall be
 324 subject to mediation as a condition precedent to initiating arbitration or legal or equitable
 325 actions by either party. Unless the parties agree otherwise, the mediation shall be in
 326 accordance with the Commercial Mediation Procedures of the American Arbitration
 327 Association then currently in effect. A request for mediation shall be filed in writing with
 328 the American Arbitration Association and the other party. No arbitration or legal or
 329 equitable action may be instituted for a period of 90 days from the filing of the request
 330 for mediation unless a longer period of time is provided by agreement of the parties.
 331 Cost of mediation shall be shared equally between the parties. Mediation shall be held in
 332 the City of Roseville unless another location is mutually agreed upon by the parties. The
 333 parties shall memorialize any agreement resulting from the mediation in a Mediated
 334 Settlement Agreement, which Agreement shall be enforceable as a settlement in any
 335 court having jurisdiction thereof.
 336

337 21. **Annual Review.** Prior to each anniversary of the date of this Agreement, the City shall
 338 have the right to conduct a review of the performance of the Work performed by the
 339 Consultant under this Agreement. The Consultant agrees to cooperate in such review and
 340 to provide such information as the City may reasonably request. Following each
 341 performance review the parties shall, if requested by the City, meet and discuss the
 342 performance of the Consultant relative to the remaining Work to be performed by the
 343 Consultant under this Agreement.
 344

345 22. **Conflicts.** No salaried officer or employee of the City and no member of the Board of the
 346 City shall have a financial interest, direct or indirect, in this Agreement. The violation of
 347 this provision shall render this Agreement void.
 348

349 23. **Governing Law.** This Agreement shall be controlled by the laws of the State of
 350 Minnesota.
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352 24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which
 353 shall be considered an original.
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355 25. **Severability.** The provisions of this Agreement are severable. If any portion hereof is,
 356 for any reason, held by a court of competent jurisdiction to be contrary to law, such
 357 decision shall not affect the remaining provisions of this Agreement.
 358

359 26. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of
 360 the parties is contained in this Agreement. This Agreement supersedes all prior oral
 361 agreements and negotiations between the parties relating to the subject matter hereof as
 362 well as any previous agreements presently in effect between the parties relating to the
 363 subject matter hereof. Any alterations, amendments, deletions, or waivers of the
 364 provisions of this Agreement shall be valid only when expressed in writing and duly
 365 signed by the parties, unless otherwise provided herein. The following agreements
 366 supplement and are a part of this Agreement: None.
 367

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

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CITY OF ROSEVILLE

Mayor

City Manager

SRF Consulting Group, Inc.

By: _____

Its: _____



November 13, 2012

Ms. Debra Bloom, PE
City Engineer
CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

**SUBJECT: PROPOSAL FOR PROFESSIONAL RIGHT OF WAY SERVICES FOR
TWIN LAKES EASEMENT PROJECT**

Dear Ms. Bloom:

We appreciate your interest in utilizing SRF's professional right of way services on the Twin Lakes Project. All acquisition activities will comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, as well as all state and federal guidelines. SRF has been recognized for its accurate and efficient record keeping by the MnDOT State Aid personnel on several federally-funded projects.

The Right of Way specialists at SRF will work closely with the roadway design team to ensure that we have accurate project background and a clear understanding of design issues. The SRF team includes right of way professionals who have a wide variety of experience in highway, municipal, utility, relocation and community redevelopment projects. For the Twin Lakes Easement Project, the Right of Way team will be led by Ken Helvey, Principal, who has over 18 years of experience in the right of way profession.

SCOPE OF SERVICES

We have carefully reviewed the project corridor. Based on this information, we have developed a comprehensive scope of work for the necessary right of way platting and right of way acquisition activities. We propose to carry out the work as follows:

Project Management

SRF's Project Manager will maintain contact with The City of Roseville throughout the project, provide weekly status reports, and be available for meetings as requested.

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4443 | 763.475.0010 Fax: 763.475.2429

An Equal Opportunity Employer

Title Analysis

Through our subconsultant, Title One, SRF will provide Owners and Encumbrance Reports for the four (4) affected parcels. We assume the project will impact the following four parcels (list of PINs):

042923330007 042923340002 042923340001 042923310015

Assumptions: The four parcels in question are owned by two entities; therefore, they will be treated as two parcels for the purposes of this a proposal, except for Title where all four parcels will need to be addressed.

Legal Descriptions, Parcel Sketches and Survey Staking for the Appraisal Process

SRF will prepare four (4) right of way acquisition descriptions and the accompanying exhibits.

SRF will provide proposed easement staking for the four parcels. This will allow the appraiser and the Owner to visualize the easement limits.

Assumptions: Staking will be performed once, and will be completed in full-day increments. The City will provide CAD base files and any relevant electronic data required to complete the above tasks.

Owner Notifications and Field Title Reports

SRF will provide Owners of the parcels with notification of the project, and prepare full field title reports, including tenant information.

Assumptions: Two Owners (4 PINs).

Appraisals and Review Appraisals

SRF will provide the City of Roseville with two (2) copies of the approved appraisal reports. These appraisal reports will be prepared by Dan Dwyer of Dahlen, Dwyer & Foley, Inc. SRF will prepare review appraisals.

Assumptions: There will be two reports to prepare and review.

Offer Packages and Document Preparation

SRF will prepare the offer letter, statement of compensation, appraisal notification and receipt, and any other documents and forms required by the City of Roseville. The City will provide a preferred sample easement document to be used for this project.

Assumptions: Two affected Owners.

Negotiation Activities

The offers will be presented to the Owners, in person if possible, at the earliest possible time the affected Owner is willing to meet with SRF personnel. In the case of an out-of-town Owner, or when required by time constraints, the offer will be presented by certified mail but continuing attempts will be made to contact the Owner and meet at the earliest possible time after mailing the offer. The Owner will receive a copy of the appraisal report, unless we are directed otherwise.

All concerns and issues raised by an Owner will be communicated to the City of Roseville. Communications will be by means of periodic status reports, telephone or written correspondence, depending upon the nature of the issue. We will make recommendations and prepare an administrative settlement form for the parcel if a settlement in excess of the certified offer seems appropriate.

Assumptions: Two Owners. We also assume there is no relocation activity, minimum compensation, or loss of Going Concern Analysis, and we have not included this in our scope.

Mortgage Consents

In most cases, the properties have mortgages and the rights of these mortgage companies will need to be addressed due to the impact of the acquisition. SRF will provide whatever release documentation is required by the city and work with the mortgage companies, as necessary. This involves providing all of the requested information, as well as paying the required processing fee required by the company.

Assumptions: SRF does not know how many mortgage companies we may be working with, or the application fees for each particular mortgage company, therefore *SRF cannot provide a cost for these direct expenses*. We have included an estimate of hours in our budget that will be sufficient to work with up to two (2) mortgage companies.

Submittal of Parcel Files

The acquisition file will include a contact diary in which every contact or attempted contact with the property owner is noted, whether by the agent responsible for the parcel or by other SRF staff. This diary will include relevant detail about the substance of each contact. SRF will complete an internal QA/QC review of all parcel files and submit a complete acquisition file to the City of Roseville for payment and recordation.

Condemnation Assistance

SRF staff, along with our appraisal consultant, will provide assistance with condemnation support and appraisal updates. These services will be provided on an hourly basis. The exact nature and scope of these activities will be determined at an appropriate time as directed by the City. The fee for these activities is not included in our estimated costs.

SCHEDULE/BUDGET

Our scope of work was prepared under the assumption of having Title and Possession of all parcels by June 30, 2013 (assuming SRF is authorized to proceed by December 15, 2012).

Based on our understanding of the project and our scope of work, the estimated cost for our services is \$19,480.00, which includes time and expenses, except the mortgage consent fees noted above. Our costs are summarized as follows:

• Title Services (Title One)	\$ 600.00
• Survey Staking, Legal Descriptions, and Parcel Sketches (SRF)	\$ 3,450.00
• Appraisal Services (Dan Dwyer)	\$ 6,800.00
• Review Appraisals (SRF)	\$ 2,380.00
• Document Preparation, Negotiations, Mortgage Consents, File Submittal (SRF)	<u>\$ 6,250.00</u>
TOTAL	\$19,480.00

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Direct project expenses, such as printing, supplies, reproduction, etc., will be billed at cost, and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

It is understood that if the scope or extent of work changes or additional services are requested, the cost will be adjusted accordingly. Before any out-of-scope or additional service work is initiated; however, we will submit a budget for the new work and will not begin work until we receive authorization from you.

STANDARD TERMS AND CONDITIONS

The attached Standard Terms and Conditions (Attachment A), together with this proposal for professional services constitute the entire agreement between the City of Roseville and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

ACCEPTANCE/NOTICE TO PROCEED

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Ken Helvey
Principal

KH/bls

Attachments: Standard Terms and Conditions
Parcel Map

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

SRF P12754

APPROVED:

(signature)

Name _____

Title _____

Date _____