

REQUEST FOR COUNCIL ACTION

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

Department Approval



City Manager Approval



Item Description: Approve Contract for Engineering Services to develop Twin Lakes Area Public Improvements Feasibility Report

BACKGROUND

The Twin Lakes Business Park AUAR contained a mitigation plan which identified a number of public infrastructure improvements necessary to mitigate the environmental impacts of the traffic generated by the redevelopment of this area.

The AUAR mitigation plan identified 16 different improvements that needed to be constructed in order for the Twin Lakes Area to redevelop with limited impacts to the area road system. Preliminary engineering and cost estimates for these infrastructure improvements were developed as a part of the City's Infrastructure Improvement Study in 2008. A map and summary table showing these improvements is attached.

The majority of the improvements identified are on regional roadways. Subsequent development proposals in the area have shown that the need for these improvements is cumulative. One redeveloped parcel does not trigger all of the improvements, rather it is the cumulative traffic generated by all of the redevelopment parcels and the growth in the background traffic that causes the need to construct the street improvements. As a result, it is anticipated that there is a benefit to more than just the properties directly abutting the roadways to be improved.

When there is a demonstrable benefit to property owners, the City can fund the public improvements through special assessments. Special assessments are a charge imposed on properties for a particular improvement that benefits the owners of selected properties. The authority to use special assessments originates in the state constitution which allows the state legislature to give cities and other governmental units the authority "to levy and collect assessments for local improvements upon property benefited thereby." The legislature confers this authority to cities in Minnesota Statutes Chapter 429.

The first step in the assessment process is to take a look at the feasibility of the project. This includes; determining the project need, identifying the benefitted area, and developing a methodology to allocate the public improvement costs to the benefitting properties. The project need was identified in the AUAR. The majority of the improvements identified are on the regional roadway system and it is anticipated that there is a benefit to more than just the properties directly abutting the roadways to be improved.

In order to take a look at the extent of the benefit to property owners, the City will need to take a look at the land uses in the area and how the traffic would use the proposed public improvements. To accomplish this analysis, City Staff is requesting the assistance of SRF Consulting Group, Inc..

The study will look at the feasibility of constructing the following improvements that were identified in the Twin Lakes AUAR Infrastructure Improvements Study:

- Improvement No. 5 – Improvements to the Cleveland Avenue intersection with the Northbound Ramps at I-35W. Estimated cost: \$1,400,000.
- Improvement No. 6 – Improvements to the Cleveland Avenue/County Road C2 intersection. Estimated cost: \$520,000
- Improvement No. 11 – Improvements to the Fairview Avenue/Terrace Drive intersection. Estimated cost: \$1,941,200.
- Improvement No. 13 – The completion of Twin Lakes Parkway from the Prior Avenue roundabout to Fairview Avenue. \$1,992,000.

The report will generally identify the assessable areas that should be considered and the proposed assessment amounts. The anticipated assessments will be verified by benefit appraisals. There will be a public involvement component that will present the options and results of the study to property owners prior to bringing the feasibility report to the City Council for consideration.

Staff would use this work to develop the Feasibility Reports for the individual projects as they become necessary to construct to mitigate traffic.

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 developed the traffic model for the AUAR and subsequent Infrastructure Improvements Study. They have a comprehensive understanding of the area and are able to develop a cost share methodology using these existing traffic models. In addition, they are currently working on the I-35W North Managed Lanes Study which is developing travel forecasting in the I-35W corridor adjacent to the Twin Lakes Area.

Contracting with a different consultant would require time for them to review the work done to date, time to understand the existing traffic model and networks, time to input existing data, and time to be brought up to speed on the potential changes in land use. As a result staff believes that SRF is the best choice for this work.

FINANCIAL IMPLICATIONS

Staff recommends that the Hazardous Substance Subdistrict of TIF District 11 be used to fund the easement acquisition. It is anticipated that the cost for this study would be included as a project cost and incorporated into the assessable costs for the public improvements. The cost for the study as proposed is not to exceed \$39,934. The estimated construction cost for the 4 improvements to be studied is \$5,853,200. The cost to develop the feasibility report is 0.7% of that cost, this is less than the industry standard of 5%.

STAFF RECOMMENDATION

Staff recommends the approval of a contract with SRF Consulting Group, Inc. to Develop the Feasibility Report for Twin Lakes AUAR Infrastructure Improvements.

REQUESTED COUNCIL ACTION

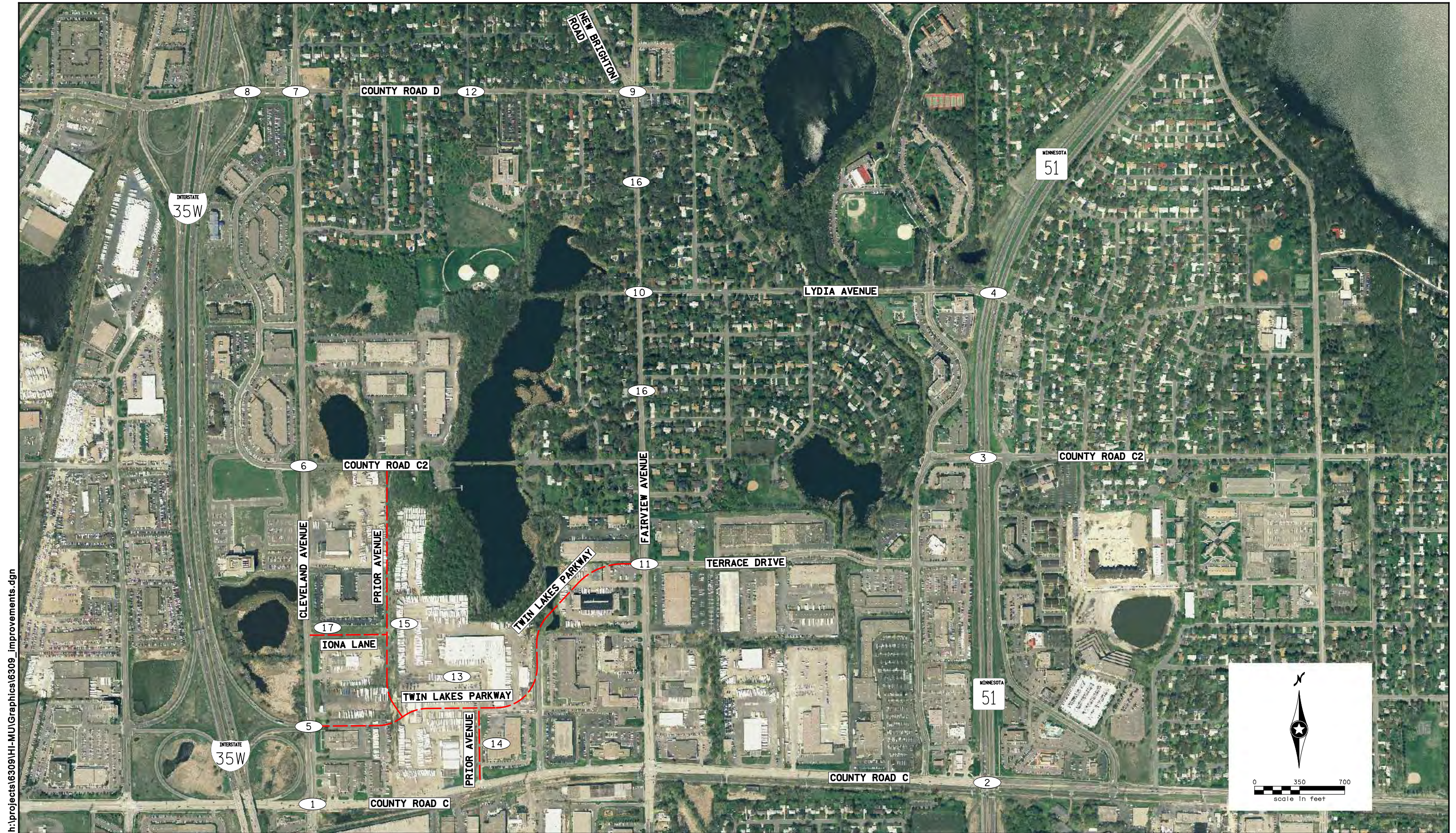
Motion to Authorize the City Manager to Contract with SRF Consulting Group, Inc. to Develop the Feasibility Report for Twin Lakes AUAR Infrastructure Improvements.

Prepared by: Debra Bloom, City Engineer
Attachments: A: AUAR Public Improvement Map and Summary
B: Professional Services Contract

Table 1
Twin Lakes AUAR Area Infrastructure Improvements

1/6/2009

Improvement Number	Location	Improvement
1	County Road C and Cleveland Avenue	Construct a dedicated westbound right-turn lane (with turn lane storage)
		Construct a 6' walk north of County Road C inside improvement limits
2	County Road C and Snelling Avenue	Construct an additional eastbound and westbound left-turn lane (dual lefts)
3	Snelling Avenue and County Road C2	Construct an additional eastbound left-turn lane (dual lefts)
		Extend the existing westbound left-turn lane
		Construct a westbound right-turn lane
		Construct a 6' walk south of County Road C2 west of Snelling Avenue
4	Snelling Avenue and Lydia Avenue	Construct an additional eastbound left-turn lane (dual lefts)
5	Cleveland Avenue and I-35W Northbound Ramps	Construct an additional northbound left-turn lane (dual lefts)
		Construct a northbound right-turn lane
		Extend the existing southbound left-turn lane
		Construct two eastbound through lanes
		Construct a westbound left-turn lane
		Construct two westbound through lanes
		Construct a 6' walk east of Cleveland Avenue south of Twin Lakes Parkway, and north and south of Twin Lakes Parkway
6	Cleveland Avenue and County Road C2	Install a traffic signal
		Construct a westbound right-turn lane
		Construct a northbound right-turn lane
7	Cleveland Avenue and County Road D	Construct an eastbound left-turn lane
		Construct a northbound left-turn lane
		Construct a 6' walk east of Cleveland Avenue south of intersection inside improvement limits
8	County Road D and I-35W Northbound Ramps	Construct a westbound right-turn lane
		Extend the existing northbound right-turn lane
9	County Road D and Fairview Avenue	Eliminate the northwest approach (New Brighton Road) to create a 4-legged intersection
		Install a traffic signal
		Construct a southbound right-turn lane
10	Fairview Avenue and Lydia Avenue	Install a traffic signal
		Construct a northbound right-turn lane
		Construct a westbound right-turn lane
		Construct an 8' walk along curb east of Fairview Avenue
11	Fairview Avenue and Terrace Drive	Install a traffic signal
		Construct an eastbound and westbound left-turn lane
		Construct an eastbound and westbound right-turn lane
		Construct northbound and southbound right-turn lanes
12	County Road D - Segment	Convert County Road D to a three-lane section between Cleveland Avenue and Fairview Avenue with a continuous center left-turn lane
		Construct a 6' walk south of County Road D
13	Twin Lakes Parkway - Segment	Construct Twin Lakes Parkway as a two-lane roadway with two roundabouts at the intersections with Mount Ridge Road and Prior Avenue
		Construct a 6' walk north and south of Twin Lakes Parkway
14	Prior Avenue (South of Twin Lakes Parkway) - Segment	Reconstruct Prior Avenue to tie in with the future Twin Lakes Parkway
		Install a traffic signal (County Road C/Prior Avenue)
		Construct a southbound right-turn lane
		Construct a southbound through/left-turn lane
		Construct a northbound through lane
		Construct an 8' walk along the curbline to east and west Prior Avenue
15	Prior Avenue (North of Twin Lakes Parkway) - Segment	Construct Prior Avenue to connect Twin Lakes Parkway and County Road C2
		Construct a two-lane roadway
		Construct a 6' walk east and west of Prior Avenue
16	Fairview Avenue - Segment	Convert Fairview Avenue to a three-lane section between County Road C2 and County Road D with a continuous center left-turn lane
		Construct a 6' walk east of Fairview Avenue
17	Iona Lane - Segment	Construct Iona Lane as a two-lane roadway from Cleveland Avenue to Mount Ridge Road
		Construct a northbound right-turn lane on Cleveland Avenue to Iona Lane



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INFRASTRUCTURE IMPROVEMENT LOCATIONS Twin Lakes Infrastructure Improvements City of Roseville

1/15/2009

Figure 2

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3
4 **Standard Agreement for Professional Services**
5 **Twin Lakes Public Improvements**
6 **Feasibility Analysis**
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14 This Agreement (“Agreement”) is made on the _____ day of December, 2012, between
15 the City of Roseville, a municipal corporation (hereinafter “City”), and SRF Consulting Group,
16 Inc., a Corporation (hereinafter “Consultant”).
17

18 **Preliminary Statement**
19

20 The City has adopted a policy regarding the selection and hiring of consultants to provide a
21 variety of professional services for City projects. That policy requires that persons, firms or
22 corporations providing such services enter into written agreements with the City. The purpose of
23 this Agreement is to set forth the terms and conditions for the performance of professional
24 services by the Consultant.
25

26 The City and Consultant agree as follows:
27

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

- 46 pay all costs and expenses payable to such third party contractors unless otherwise
47 agreed to by the parties in writing.
48
- 49 4. **City Assistance.** The City agrees to provide the Consultant with the following assistance
50 concerning the Work to be performed hereunder:
51
- 52 A. Depending on the nature of the Work, Consultant may from time to time require
53 access to public and private lands or property. To the extent the City is legally and
54 reasonably able, the City shall provide access to and make provisions to enable the
55 Consultant to enter upon public and private land and property as required for the
56 Consultant to perform and complete the Work.
57
- 58 B. The City shall furnish the Consultant with a copy of any special standards or criteria
59 promulgated by the City relating to the Work, including but not limited to design and
60 construction standards, that is needed by the Consultant in order to prepare for the
61 performance of the Work.
62
- 63 C. A person shall be appointed to act as the City's representative with respect to the
64 Work to be performed under this Agreement. Such representative shall have
65 authority to transmit instructions, receive information, interpret, and define the City's
66 policy and decisions with respect to the Work to be performed under this Agreement,
67 but shall not have the right to enter into contracts or make binding agreements on
68 behalf of the City with respect to the Work or this Agreement.
69
- 70 5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an
71 itemized invoice for Work performed under this Agreement. Invoices submitted shall be
72 paid in the same manner as other claims made to the City. Invoices shall contain the
73 following:
74
- 75 A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each
76 employee, his or her name, job title, the number of hours worked, rate of pay for each
77 employee, a computation of amounts due for each employee, and the total amount
78 due for each project task. The Consultant shall verify all statements submitted for
79 payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For
80 reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an
81 itemized listing and such documentation of such expenses as is reasonably required
82 by the City. Each invoice shall contain the City's project number and a progress
83 summary showing the original (or amended) amount of the Agreement, current
84 billing, past payments and unexpended balance due under the Agreement.
85
- 86 B. To receive any payment pursuant to this Agreement, the invoice must include the
87 following statement dated and signed by the Consultant: "I declare under penalty of
88 perjury that this account, claim, or demand is just and correct and that no part of it has
89 been paid."
90
- 91 The payment of invoices shall be subject to the following provisions:

- 92
- 93 A. The City shall have the right to suspend the Work to be performed by the
- 94 Consultant under this Agreement when it deems necessary to protect the City,
- 95 residents of the City or others who are affected by the Work. If any Work to be
- 96 performed by the Consultant is suspended in whole or in part by the City, the
- 97 Consultant shall be paid for any services performed prior to the delivery upon
- 98 Consultant of written notice from the City of such suspension.
- 99
- 100 B. The Consultant shall be reimbursed for services performed by any third party
- 101 independent contractors and/or subcontractors only if the City has authorized the
- 102 retention of and has agreed to pay such persons or entities pursuant to Section 3B
- 103 above.
- 104
- 105 6. **Project Manager and Staffing.** The Consultant has designated Dave Hutton and Craig
- 106 Vaughn ("Project Contacts") to perform and /or supervise the Work, and as the persons
- 107 for the City to contact and communicate with regarding the performance of the Work.
- 108 The Project Contacts shall be assisted by other employees of the Consultant as necessary
- 109 to facilitate the completion of the Work in accordance with the terms and conditions of
- 110 this Agreement. Consultant may not remove or replace Project Contracts without the
- 111 prior approval of the City.
- 112
- 113 7. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be
- 114 in accordance with the normal standard of care in Ramsey County, Minnesota, for
- 115 professional services of like kind.
- 116
- 117 8. **Audit Disclosure.** Any reports, information, data and other written documents given to,
- 118 or prepared or assembled by the Consultant under this Agreement which the City requests
- 119 to be kept confidential shall not be made available by the Consultant to any individual or
- 120 organization without the City's prior written approval. The books, records, documents
- 121 and accounting procedures and practices of the Consultant or other parties relevant to this
- 122 Agreement are subject to examination by the City and either the Legislative Auditor or
- 123 the State Auditor for a period of six (6) years after the effective date of this Agreement.
- 124 The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota
- 125 Government Data Practices Act, to the extent the Act is applicable to data, documents,
- 126 and other information in the possession of the Consultant.
- 127
- 128 9. **Termination.** This Agreement may be terminated at any time by the City, with or
- 129 without cause, by delivering to the Consultant at the address of the Consultant set forth
- 130 on page 1, a written notice at least seven (7) days prior to the date of such termination.
- 131 The date of termination shall be stated in the notice. Upon termination the Consultant
- 132 shall be paid for services rendered (and reimbursable expenses incurred if required to be
- 133 paid by the City under this Agreement) by the Consultant through and until the date of
- 134 termination so long as the Consultant is not in default under this Agreement. If however,
- 135 the City terminates the Agreement because the Consultant is in default of its obligations
- 136 under this Agreement, no further payment shall be payable or due to the Consultant
- 137 following the delivery of the termination notice, and the City may, in addition to any

other rights or remedies it may have, 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. The Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by 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 provision 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 of 1990.
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.** No claim for services furnished by the Consultant not specifically provided for herein shall be paid by the City.
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.
17. **Indemnification.** The Consultant agrees to defend, indemnify and hold the City, its Council, officers, agents and employees harmless from any liability, claims, damages,

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

18. **Insurance.**

A. General Liability. Prior to starting the Work, 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 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
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.

C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:

a. Personal injury with Employment Exclusion (if any) deleted;

- 230
231 b. Broad Form Contractual Liability coverage; and
232
233 c. Broad Form Property Damage coverage, including Completed Operations.
234
235
- 236 D. Professional Liability Insurance. The Consultant agrees to provide to the City a
237 certificate evidencing that it has in effect, with an insurance company in good
238 standing and authorized to do business in Minnesota, a professional liability insurance
239 policy. Said policy shall insure payment of damage for liability arising out of the
240 performance of professional services for the City, in the insured's capacity as the
241 Consultant, if such liability is caused by an error, omission, or negligent act of the
242 insured or any person or organization for whom the insured is liable. Said policy
243 shall provide an aggregate limit of \$_____. Said policy shall not name
244 the City as an additional insured.
245
- 246 E. Consultant shall maintain in effect all insurance coverages required under this
247 Provision 18 at Consultant's sole expense and with insurance companies licensed to
248 do business in the state in Minnesota and having a current A.M. Best rating of no less
249 than A-, unless otherwise agreed to by the City in writing. In addition to the
250 requirements stated above, the following applies to the insurance policies required
251 under this Provision:
252
- 253 a. All policies, except the Professional Liability Insurance policy, shall be written on
254 an "occurrence" form ("claims made" and "modified occurrence" forms are not
255 acceptable);
256
- 257 b. All policies, except the Professional Liability Insurance and Worker's
258 Compensation Policies, shall contain a waiver of subrogation naming "the City of
259 Roseville";
260
- 261 c. All policies, except the Professional Liability Insurance and Worker's
262 Compensation Policies, shall name "the City of Roseville" as an additional
263 insured;
264
- 265 d. All policies, except the Professional Liability Insurance and Worker's
266 Compensation Policies, shall insure the defense and indemnify obligations
267 assumed by Consultant under this Agreement; and
268
- 269 e. All policies shall contain a provision that coverages afforded thereunder shall not
270 be canceled or non-renewed or restrictive modifications added, without thirty (30)
271 days prior written notice to the City.
272
- 273 A copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as
274 applicable, which evidences the compliance with this Paragraph 18, must be filed
275 with City prior to the start of Consultant's Work. Such documents evidencing

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

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

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

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

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

19. ***Ownership of Documents.*** 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 without being liable to the Consultant for such use. The Consultant shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.

- 322
- 323 20. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or
- 324 related to this Agreement or the relationships which result from this Agreement shall be
- 325 subject to mediation as a condition precedent to initiating arbitration or legal or equitable
- 326 actions by either party. Unless the parties agree otherwise, the mediation shall be in
- 327 accordance with the Commercial Mediation Procedures of the American Arbitration
- 328 Association then currently in effect. A request for mediation shall be filed in writing with
- 329 the American Arbitration Association and the other party. No arbitration or legal or
- 330 equitable action may be instituted for a period of 90 days from the filing of the request
- 331 for mediation unless a longer period of time is provided by agreement of the parties.
- 332 Cost of mediation shall be shared equally between the parties. Mediation shall be held in
- 333 the City of Roseville unless another location is mutually agreed upon by the parties. The
- 334 parties shall memorialize any agreement resulting from the mediation in a Mediated
- 335 Settlement Agreement, which Agreement shall be enforceable as a settlement in any
- 336 court having jurisdiction thereof.
- 337
- 338 21. **Annual Review.** Prior to each anniversary of the date of this Agreement, the City shall
- 339 have the right to conduct a review of the performance of the Work performed by the
- 340 Consultant under this Agreement. The Consultant agrees to cooperate in such review and
- 341 to provide such information as the City may reasonably request. Following each
- 342 performance review the parties shall, if requested by the City, meet and discuss the
- 343 performance of the Consultant relative to the remaining Work to be performed by the
- 344 Consultant under this Agreement.
- 345
- 346 22. **Conflicts.** No salaried officer or employee of the City and no member of the Board of the
- 347 City shall have a financial interest, direct or indirect, in this Agreement. The violation of
- 348 this provision shall render this Agreement void.
- 349
- 350 23. **Governing Law.** This Agreement shall be controlled by the laws of the State of
- 351 Minnesota.
- 352
- 353 24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which
- 354 shall be considered an original.
- 355
- 356 25. **Severability.** The provisions of this Agreement are severable. If any portion hereof is,
- 357 for any reason, held by a court of competent jurisdiction to be contrary to law, such
- 358 decision shall not affect the remaining provisions of this Agreement.
- 359
- 360 26. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of
- 361 the parties is contained in this Agreement. This Agreement supersedes all prior oral
- 362 agreements and negotiations between the parties relating to the subject matter hereof as
- 363 well as any previous agreements presently in effect between the parties relating to the
- 364 subject matter hereof. Any alterations, amendments, deletions, or waivers of the
- 365 provisions of this Agreement shall be valid only when expressed in writing and duly
- 366 signed by the parties, unless otherwise provided herein. The following agreements
- 367 supplement and are a part of this Agreement: None.
- 368

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

CITY OF ROSEVILLE

Mayor

City Manager

SRF Consulting Group, Inc.

By: _____

Its: _____



November 27, 2012

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

SUBJECT: PROPOSAL FOR PROFESSIONAL SERVICES FOR THE
TWIN LAKES FEASIBILITY STUDY PROJECT

Dear Ms. Bloom:

As requested, SRF is pleased to provide this proposal for professional engineering services to prepare a feasibility report for the Twin Lakes Improvement projects. The study will look at the feasibility of constructing the following improvements that were identified in the Twin Lakes AUAR Infrastructure Improvements Study, dated 2011:

- Project Improvement No. 5 – Improvements to the Cleveland Avenue intersection with the Northbound Ramps at I-35W.
- Project Improvement No. 6 – Improvements to the Cleveland Avenue/County Road C2 intersection.
- Project Improvement No. 11 – Improvements to the Fairview Avenue/Terrace Drive intersection.
- Project Improvement No. 13 – The completion of Twin Lakes Parkway from the Prior Avenue roundabout to Fairview Avenue.

The report will generally identify the assessable areas that should be considered and the proposed assessment amounts. The anticipated assessments will be verified by benefit appraisals. There will be a public involvement component of the scope that will present the options and results of the study to property owners prior to taking this to the City Council for consideration.

SCOPE OF SERVICES

Based on discussions with City staff, our project understanding and proposed scope is as follows:

1. Provide day-to-day project management and administration along with project coordination with City staff.
2. Prepare for and attend the following project meetings, and public involvement outreach:
 - a. A project kickoff meeting with staff.
 - b. Up to four (4) meetings with staff to determine the appropriate assessable areas and potential assessment methodologies and amounts for each of the three projects. It is assumed that this will be an iterative process to narrow down the options into those most likely to be supported by staff, Council, property owners and the benefit appraisal test.

www.srfconsulting.com

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

An Equal Opportunity Employer

- c. Two (2) public open houses/property owner meetings.
 - d. Two (2) City Council meetings or work sessions.
3. Analyze the four projects to determine the most appropriate assessments for each, using the following process:
- a. Determine the potential assessable areas for each of the projects using the previous traffic analysis for the rate allocation study using the Metropolitan Council regional model and TAZ distribution areas. For budgeting purposes, we have assumed up to three (3) options will be presented to staff for consideration to identify the preferred assessment area.
 - b. Once the assessable areas are determined for each of the projects, the proposed assessments will be calculated based on three (3) alternatives as determined by City staff, possibly using 100 percent assessments, 20 percent assessments (minimum required to sell bonds), and a third option.
 - c. Benefit appraisals will be completed to verify the assessment amounts and to help determine the appropriate methodology for future projects
 - d. Prepare the final assessment rolls to be included in the feasibility report.
 - e. Prepare GIS maps illustrating the assessment areas and property information.
4. Prepare a draft and final feasibility report. The draft report and results will be presented at the public open houses for comment and input from property owners. Upon receiving comments from City staff, a final report will be prepared and presented to the City Council. Up to 20 hard copies of the report will be provided along with an electronic copy.

It is our understanding that the City may or may not proceed with the 429 special assessment processes to actually hold a public hearing and order the improvements, but rather the goal of this project is to establish the assessment methodologies and rates that can be supported by each project and used for future Twin Lakes projects.

ASSUMPTIONS

The following assumptions are made in preparing our scope and fee:

- a. The current land uses outlined in the City's comprehensive plan in the AUAR will be used to determine future traffic projections unless the City provides a different land use plan.
- b. The trip generation amounts provided in the previous infrastructure cost allocation study for the AUAR area will be used to start the analysis, but the benefited areas for the feasibility study will expand beyond the areas used for the AUAR Study.
- c. The City's special assessment policy will be used to establish the basis for the initial assessment amounts in the feasibility report.
- d. That only a sampling (maybe 10-20%) of the parcels in each land use classification will have benefit appraisals done to test the assessment amounts against the increased property values.

PROJECT TEAM

Our Project Manager will be **Dave Hutton, PE**. Dave has over 20 years of working on special assessment related projects in Minnesota and is the former City Engineer of Shakopee and Savage. He will be supported in the area of traffic by **Craig Vaughn, PE** and **Matt Pacyna, PE** who recently worked on the Twin Lakes

AUAR traffic study and cost allocation report. The project principal will be **David Juliff, PE**. Other support staff such as GIS, administrative, etc. will be assigned as needed.

BASIS OF PAYMENT/BUDGET

We propose to be compensated for our work on an hourly basis for the actual time expended and for out-of-pocket expenses at cost in accordance with the Standard Terms and Conditions as outlined in Attachment A.

Other 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.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$39,934, which includes both time and expenses. **The detailed task hour budget is attached to this proposal outlining our estimated fee for each task.** We will not exceed this total fee figure without your prior approval.

COST SUMMARY

<u>Task No.</u>	<u>Task Description</u>	<u>Amount</u>
1.0	Project Management/Coordination	\$ 3,520
2.0	Meetings/Public Participation	\$ 7,990
3.0	Assessment Analysis	\$24,096
4.0	Feasibility Report	\$ 3,950
	Direct Expenses	\$ 378
	Total Project Fee:	\$39,934

Note: An appraiser will be added later to prepare benefit appraisals to test the assessment amounts to make sure they are reasonable and defensible. We will work with City staff to mutually select an appraiser and can either add their contract to ours as an amendment or that work can be a direct contract with the City, whichever the City desires.

SCHEDULE

We will proceed with the study as soon as authorized by the City and will complete it within a mutually agreeable schedule. Our assumption is that work will begin in January 2013. It is currently anticipated that the project will be substantially completed by September 1, 2013 but that it might be prudent to use December 31, 2013 as the contract completion date to allow for additional time for public input or City Council discussion and deliberations on the feasibility report.

CHANGES IN THE SCOPE OF SERVICES

It is understood that if the scope or extent of work changes, our fees will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request 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. The email address is: dhutton@srfconsulting.com.

We sincerely appreciate the opportunity to continue to provide engineering services to the City of Roseville. If you have any questions or need additional information, please feel free to contact us.

Sincerely,

SRF CONSULTING GROUP, INC.



Dave Hutton, PE (MN WI)
Senior Associate



David J. Juliff, PE, LEED AP (MN WI)
Principal

DEH/DJJ/gjd

Attachment: Attachment A: Standard Terms and Conditions
Detailed Work Task Estimate

APPROVED:

(Signature)

Name _____

Title _____

Date _____

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 No. P12774

CLIENT: City of Roseville

CONSULTANT: SRF CONSULTING GROUP, INC.
SUBCONSULTANT:

PROJECT: Twin Lakes Improvements Feasibility Study

***** ESTIMATED PERSON-HOURS *****

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR	ASSOC.	ASSOCIATE	SR	PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
1.0	Project Management/Coordination											
1.1	Overall project management of internal SRF team, miscellaneous communications with City staff, emails, etc., reviewing invoices, providing status update and generally all work not associated with any other specific tasks below.	2	6	0	0	0	0	0	0	0	8	
1.2	Providing QA/QC services on all final deliverables.	6	4	0	0	0	0	0	0	0	10	
1.3	Data Collection - obtain all city information necessary to complete the study including special assessment policies, property information, GIS maps, etc.	0	2	2	0	0	0	0	0	0	4	
	SUBTOTAL - TASK 1	8	12	2	0	0	0	0	0	0	22	\$3,520
2.0	Project Meetings and Public Participation											
2.1	Conduct Project kickoff meeting with staff	0	3	6	0	0	0	0	0	0	9	
2.2	Conduct up to four (4) staff meetings to review data developed in tasks 3.1, 3.2 and 3.3 regarding the reiterative process for establishing the assessment areas and amounts.	0	12	16	0	0	0	0	0	0	28	
2.3	Conduct two open house/property owner meetings. One meeting will be held at the beginning of the project to explain the process and steps the City will be using to complete the feasibility study. The other meeting will be scheduled when the draft report is done and the results of the assessment analysis in section 3.0 are completed.	2	8	8	0	0	0	0	0	0	18	
2.4	Attend up to two City Council meetings or work sessions, one of which will be to present the results of the study and assessment analysis. The other meeting will be at City staff discretion.	0	6	0	0	0	0	0	0	0	6	
	SUBTOTAL - TASK 2	2	29	30	0	0	0	0	0	0	61	\$7,990

CLIENT: City of Roseville

CONSULTANT: SRF CONSULTING GROUP, INC.
SUBCONSULTANT:

PROJECT: Twin Lakes Improvements Feasibility Study

***** ESTIMATED PERSON-HOURS *****

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
3.0	Assessment Analysis									
3.1	Update the project costs. For this study, it is assumed that the four projects being considered are project #'s 5, 6, 11 and 13 as identified in the <i>Infrastructure Improvements for the Twin Lakes AUAR Area</i> document dated October 2011..	0	2	0	4	16	0	0	22	
3.2	Determine the potential assessable areas for each of the four projects, which may be different for each project. The MetCouncil Regional Model will be used as the basis to develop each project area and will be refined based on engineering judgment, if necessary. The model will also identify the directional distribution for each TAZ.	2	8	16	10	40	4	0	80	
3.3	Calculate the assessment amounts for each of the four projects using the areas identified in <i>Task 3.2</i> . The assessment amounts will be determined based on the appropriate vehicular trips distributed through each of the improvement areas. This will indicate the proportional contribution of each parcel. Up to three assessment options will be analyzed - 100 percent of the project costs, 20 percent (minimum needed to sell SA bonds) and a third percentage to be determined with City Staff.	2	4	28	0	72	12	0	118	
3.4	Obtain benefit appraisals to test the methodologies and verify the assessment amounts proposed. A sub consultant will be brought in for this task at a later date. These hours are for SRF coordination and managing the sub consultant.	0	4	4	0	0	0	0	8	
3.5	Prepare the final assessment rolls for the feasibility report.	0	2	4	0	8	0	0	14	
3.6	Preparing GIS maps for the feasibility report for all options.	0	0	2	0	0	16	0	18	
	SUBTOTAL - TASK 3	4	20	54	14	136	32	0	260	\$24,096
4.0	Feasibility Report									
4.1	Prepare the draft feasibility report for City staff review and comment. It is proposed that one of the open houses would be to present the results of the feasibility report prior to submitting it to the City Council for consideration.	1	4	12	0	0	0	8	25	

CLIENT: City of Roseville

CONSULTANT: SRF CONSULTING GROUP, INC.
SUBCONSULTANT:

PROJECT: Twin Lakes Improvements Feasibility Study

***** ESTIMATED PERSON-HOURS *****

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	ESTIMATED FEE
4.2	Upon receipt of all City comments, prepare the final feasibility report. SRF will provide up to 20 bound, hard copies along with an electronic copy of the final report.	1	2	4	0	0	0	8	15	
		0	0	0	0	0	0	0	0	
	SUBTOTAL - TASK 4	2	6	16	0	0	0	16	40	\$3,950
	TOTAL ESTIMATED PERSON HOURS	16	67	102	14	136	32	16	383	
	AVERAGE HOURLY BILLING RATES	\$175	\$160	\$100	\$90	\$80	\$83	\$65		
	ESTIMATED LABOR AND OVERHEAD	\$2,800	\$10,720	\$10,200	\$1,260	\$10,880	\$2,656	\$1,040		\$39,556
	ESTIMATED DIRECT NON-SALARY EXPENSES									\$378
	TOTAL ESTIMATED FEE									\$39,934 =====

ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:	Personal Vehicles	500	Miles @	\$0.555	\$278
REPRODUCTION:	Copies - plans, report	1000	Copies @	\$0.10	\$100
	Bond Prints	0	Prints @	\$6.00	\$0
	Mylar Prints	0	Prints @	\$12.00	\$0
PRINTING:					\$0
SUPPLIES:					\$0
COMMUNICATIONS:	Mail, Express, Etc.				\$0
	Cell Phone Charges	0	Minutes @	\$0.30	\$0
SUBCONSULTANTS:	Dan Dwyer will be brought in later to do benefit appraisals. No fee is included in this proposal for now.				\$0
ESTIMATED DIRECT NON-SALARY EXPENSES					\$378 =====