

REQUEST FOR COUNCIL ACTION

Date: 5/12/14
Item No.: 13.c

Department Approval



City Manager Approval



Item Description: Authorize Project Packages for the Parks and Recreation Renewal Program

BACKGROUND

After an extensive and exhaustive community process to shape the Parks and Recreation Renewal Program (Renewal Program), on November 25, 2013, the City Council authorized seeking proposals for the entire Renewal Program (12 packages) using the Best Value Business Model.

Following City Council support and encouragement, the Best Value method of procurement has been utilized throughout the Renewal Program with success. The process focuses on the Best Value for the City, including quality projects at a fair price. The goal is to identify a contractor who has thoroughly thought through the project, has included everything foreseen, identifies risks and a plan to mitigate risks, and has proven their high performance capabilities through a scoring and interview process with an evaluation team. The evaluation teams have been made up of city staff, a representative of LHB (the City's lead consultant) and a parks and recreation commission member.

The best value process uses six selection criteria:

- Past Performance Information (PPI) (5%)
- Project Capability (10%)
- Value Added (10%)
- Identification and Mitigation of Risk (15%)
- Cost (25%)
- Interview of Key Personnel (35%)

The submittal evaluation process is "blind" (no bias from knowledge of consultant names by the selection committee), minimizes the decision making of the selection committee, and forces the contractors to show dominant and clear reasons as to why they should be hired. The process connects value with price, forcing contractors to show dominant value. To further minimize the bias by the selection committee during the submittal evaluation process, the selection committee does the following:

1. Rates all criteria separately.
2. Justifies any high or low rating.
3. Does not see the prioritization of contractors until after the prioritization is completed.
4. Does not see the price breakout and PPI until after the prioritization of the contractors.

Interviews were conducted on all 11 packages separately with individuals from all firms. The purpose was for them to describe their proposed plan, approach and cost estimates to the evaluation team.

With guidance from the City Attorney, LHB and Arizona State University (ASU), request for proposals (RFP's) were prepared and issued for all 12 project packages totaling of \$12,858,800 as outlined in the Renewal Program. Specifically the packages include: A) Buildings, Shelters and Related Site Work B) Skating Center Repairs C) Harriet Alexander Nature Center Improvements D) Bridges and Boardwalk E) Lighting F) Tennis Courts, G) Field Improvements H) Irrigation I) Natural Resources J) Disc Golf Course Improvements K) B2 and Victoria Street Sidewalk K3) Pathways in Various Park Locations. All projects were outlined at the onset and throughout the Renewal Program. ASU monitored and provided education, during the City's implementation of the Best Value process for each of the 12 packages.

A total of 4 pre-proposal education sessions were held for interested vendors. Attending at least one was required in order to submit a proposal. At these sessions, vendors were educated on the entire process. ASU was available to answer questions about the technical aspects of the process along the way; vendors were encouraged to make contact as needed to educate them. ASU monitored, and provided education, during the City's implementation of the Best Value process for each of the 12 packages.

The process for all 12 packages is now complete. The Best Value contractor has been identified in each package except for the Skating Center Repairs where no proposals were received. The recommendations below maintain the integrity, quality and program intent of the overall Renewal Program.

The Best Value Business Model has been a very thorough and time consuming process up front. Investing this amount of time in the process up front is expected to allow for a smoother process getting started, along the way and at the finish. Only "unforeseen" risks or client requested changes will need to be addressed by the City.

Attached is a typical standard City Construction Services Agreement, a Pre- Award Document and the Best Value selection summary for all packages. The City Attorney has been involved along the way and will continue to provide guidance to finalize all documents.

Included in your packet is a summary of the Best Value process from Jake Smithwick at Arizona State University.

Included in your packet is an analysis of all proposals and a recommendation from Michael Schroeder, LHB and Lead Final Design Consultant.

Included in your packet is a recommendation letter from Kristine Giga, City Civil Engineer on the B2 and Victoria sidewalk project.

Overall, this is a very unique and complex program because there are numerous projects to occur throughout the City and the work will need to be coordinated and performed around an extensive recreation program and high use park system.

Based upon the extensive, thorough and lengthy process; overall community involvement, program intent and the final designs, a staff summary and recommendation for each package is below:

Package A – Buildings, Shelters and Site Work

There were 4 proposals received on Package A. With the procurement process complete, the Best Value Contractor for the buildings, shelters and site work at various parks has been identified as Knutson Construction. The initial budget was anticipated at \$5,973,800. Their initial proposal was \$10,451,808. During the clarification phase; through some value engineering items and project clarification, the total project cost for this package is \$6,542,934.

Staff recommends that Knutson Construction be selected as the contractor to demolish and construct 6 park buildings (Autumn Grove, Lexington Park, Oasis Park, Rosebrook Park, Sandcastle Park and Villa Park), refurbish 3 picnic shelters (Central Park Dale Street - FOR Parks, Central Park East – ballfields and the Central Park West- Foundation) and perform related site work as outlined in the attached pre-award document.

This package is recommended to be funded with \$5,973,800 from the Renewal Program as planned, and \$569,134 from the Renewal Program funds previously identified to acquire the Press Gym Site that will not occur. All total, the amount for Package A is \$6,542,934.

Package B – Skating Center Repairs

There were no proposals received on Package B. The initial budget was anticipated at \$150,000. The purpose of this package was to prep and paint the exterior of the Skating Center Building and perform related interior and exterior repairs and upgrades. Because there were no proposals, staff recommends utilizing our typical procurement process and solicit individual quotes for the work specific.

These projects are recommended to be funded in the Renewal Program budget as planned.

Package C – Harriet Alexander Nature Center Improvements

There were 2 proposals on Package C. With the procurement process complete, the Best Value Contractor has been identified as Black and Dew, Inc. The initial budget was anticipated at \$250,000. This package is to upgrade the mechanical and electrical systems and renovate the interior and exterior building of the Harriet Alexander Nature Center. Their initial proposal was for \$257,700. Through value engineering and project clarification, the total cost for this package is \$254,600.

Staff recommends that Black and Dew Inc. be selected as the contractor. The scope of work includes an upgrade to the mechanical and electrical systems and renovation of the interior and exterior building of the Harriet Alexander Nature Center as outlined in the attached pre- award document.

This package is recommended to be funded with \$250,000 from the Renewal Program as planned, and \$4,600 from the Renewal Program funds previously identified to acquire the Press Gym Site that will not occur. All total, the amount for Package C is \$254,600.

Package D – Bridges and Boardwalk

There were 4 proposals on Package D. With the procurement process complete, the Best Value Contractor has been identified as Janke General Contractors, Inc. The initial budget was anticipated at \$600,000. This package is to replace 3 bridges in Villa Park and replace the boardwalk section that had previously been removed at the Harriet Alexander Nature Center. Their initial proposal was for \$472,258. Through value engineering and project clarification, the total cost for this package is \$513,467.50 including the Value Added option of using galvanized steel and a screw jack system.

Staff recommends that Janke General Contractors, Inc. be selected as the contractor. The scope of work includes replacing 3 bridges in Villa Park and replacing the boardwalk section at the Harriet Alexander Nature Center as outlined in the attached pre- award document.

This package is recommended to be funded in the Renewal Program budget as planned.

Package E – Lighting System Installation, including Courts, Rinks and Lake Bennett Trail Lighting

There was 1 proposal on Package E. With the procurement process complete, the Best Value Contractor for the lighting systems install has been identified as Peterson Companies. The initial budget was anticipated at \$350,000 for installation and \$350,000 for materials totaling \$700,000 for the lighting package. This package is for electrical work and installation only with the materials and supplies being purchased separately by the City through US Communities, a cooperative bidding effort for governmental entities. Their initial proposal was for \$447,705. Through value engineering and project clarification, the total cost for this package is \$404,620.

Staff recommends that Peterson Companies be selected as the contractor to perform the electrical work and installation. The scope of work includes lighting and control system upgrades at 6 tennis courts, 4 rinks, 2 basketball courts and a pedestrian lighting system on the trail at Central Park Lake Bennett as outlined in the attached pre-award document.

The materials and supplies will be purchased separately through US Communities at a cost of \$345,380. The total budget for materials, supplies and installation will be within the \$700,000 total budget.

This package is recommended to be funded in the Renewal Program budget as planned.

Package F - Tennis Court Reconstruction and/or Resurfacing

There were 3 proposals received on Package F. With the procurement process complete, the Best Value Contractor for the tennis court refurbishment has been identified as Bituminous Roadways Inc. to refurbish tennis courts throughout the city. The initial budget was \$750,000. Their initial proposal was \$648,500. Through value engineering and project clarification, the total cost for this package is \$663,190.50

Staff recommends that Bituminous Roadways Inc. be selected as the contractor to perform the tennis court refurbishment for the courts at Acorn Park, Autumn Grove Park, Bruce Russell Park, Evergreen Park, Howard Johnson Park, Pocahontas Park, and Sandcastle Park and the basketball courts at Autumn Grove, Bruce Russell, and Sandcastle Park as outlined in the attached pre-award document.

This package is recommended to be funded in the Renewal Program budget as planned.

Package G - Field Improvements

There were 3 proposals received on Package G. With the procurement process complete, the Best Value Contractor for the field improvement package has been identified as Urban Companies, LLC to reconstruct portions of baseball and softball fields and remove and reconstruct fencing at various fields. The initial budget was \$1,248,000. Their initial proposal was \$1,540,000. Through value engineering and clarification of the project, the total cost for this package is \$1,204,212.

Staff recommends that Urban Companies LLC be selected as the contractor to perform field improvements at Central Park Dale West (Legion Baseball Field), Central Park Victoria East Softball Field Complex and Evergreen Park as outlined in the attached pre-award document.

This package is recommended to be funded in the Renewal Program budget as planned.

Package H - Irrigation Replacement and Upgrades

There were 5 proposals received on Package H. With the procurement process complete, the Best Value Contractor for the irrigation replacement and upgrades package has been identified as Anderson Irrigation Inc. to upgrade existing irrigation systems to a two wire and control systems. The initial budget was \$302,000. Their initial proposal was \$293,324. Through value engineering and clarification of the project, the total cost for this package is \$227,437.68

Staff recommends that Anderson Irrigation Inc. be selected as the Best Value contractor to perform irrigation improvements to Acorn Park, Autumn Grove Park, Central Park Dale Street West, Central Park Lexington, Central Park Victoria East, Evergreen Park, Langton Lake Park, Lexington Park and Rosebrook Park as outlined in the attached pre-award document.

This package is recommended to be funded by the Renewal Program budget as planned.

Package I – Natural Resources

There were 3 proposals on Package I. With the procurement process complete, the Best Value Contractor has been identified as Stantec Consulting Services Inc. The initial budget was anticipated at \$1,500,000. This package is to perform site analysis as necessary, remove and dispose of invasive plants, restore portions of existing park, maintenance/management of restored areas for a three year period, develop, fabricate and install an educational signage program and orchestrate volunteer efforts directed to natural resources and restoration projects. The initial proposal was for \$1,131,700. Through project clarification, the total cost for this package is \$1,500,000 including the Value Add option of \$368,300 to pursue a matching grant program to complete all projects identified in the type, size and location chart.

Stantec Consulting Services Inc. provided a Value Added option of pursuing high likelihood grant opportunities as a part of their contract. The remaining budgeted amount of \$368,300 would be held by the City to pursue those grant opportunities. Staff is recommending to accept this Value Add item for \$368,300 to be utilized as a matching grant program, provided grants are secured.

The total cost of this package is for \$1,500,000 including the Value Add option. This amount will only be expended if grants are secured.

Staff recommends that Stantec Consulting Services Inc. be selected as the contractor. The scope of work includes park system wide interpretive signage and natural resource restoration work in 22 of the 30 Roseville Parks as outlined in the attached pre- award document.

This package is recommended to be funded in the Renewal Program budget as planned.

Package J - Disc Golf Course Improvements

There was 1 proposal received on Package J. With the procurement process complete, the Best Value Contractor for the disc golf course improvements package has been identified as Kevin Casey LLC to

assess design, recommend improvements and perform improvements as it relates to playability and amenities, signage, safety and environmental conditions. The initial identified budget was \$100,000. Their initial proposal was \$82,488. The total cost for this package is \$89,688 including the Value Add option of \$7,200 for additional trash cans.

Staff recommends that Kevin Casey LLC be selected as the Best Value contractor to perform the disc golf course improvements at Acorn Park as outlined in the attached pre-award document.

This package is recommended to be funded by the Renewal Program budget as planned.

Package K1 – Sidewalks – County Road B2 and Victoria Sidewalk

There were 2 proposals on Package K1. With the procurement process complete, the Best Value Contractor has been identified as T. A. Schifsky & Sons. The initial budget was anticipated at \$1, 205,000. This package is for the construction of a sidewalk on County Road B2 from Lexington to Rice Street and along Victoria from County Road B to County Road C and related work. The initial proposal was for \$1,125,156.55. Through project clarification, the total cost for this package is \$1,125,156.55.

Staff recommends that T.A. Schifsky & Sons be selected as the contractor. The scope of work includes the construction of a sidewalk on County Road B2 from Lexington to Rice Street and along Victoria from County Road B to County Road C as outlined in the attached pre- award document.

This package is recommended to be funded in the Renewal Program budget and the Public Works Storm Water Improvement Fund as planned.

Package K3 – Sidewalk/Pathways at various park locations

There were 3 proposals on Package K3. With the procurement process complete, the Best Value Contractor has been identified as Bituminous Roadways, Inc. The initial budget was anticipated at \$80,000. This package is to construct bituminous pathway connections at Pocahontas Park, Howard Johnson Park, Langton Lake Park, Upper Villa Park, Mapleview Park and Evergreen Park as outlined in the final designs. The initial proposal was for \$77,830. Through value engineering and clarification of the project, the total cost for this package is \$83,235.

Staff recommends that Bituminous Roadways, Inc. be selected as the contractor. The scope of work includes the construction of pathway connections at Pocahontas Park, Howard Johnson Park, Langton Lake Park, Upper Villa Park, Mapleview Park and Evergreen Park as outlined in the attached pre- award document.

This package is recommended to be funded with the \$80,000 Renewal Program budget as planned and an additional amount of \$3,235 taken from the Rosebrook Property Acquisition budget that will not occur.

POLICY OBJECTIVE

It is the policy of the City to provide a community process and a thoughtful approach when making improvements to City facilities.

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264 **BUDGET IMPLICATIONS**

265 All projects are within the authorized Parks and Recreation Renewal Program. All recommended
266 packages at this time total \$12,608,539. The budget for all of the above packages is \$13,208,800,
267 including the Rosebrook Park property acquisition amount of \$700,000 that will not occur.

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269 **STAFF RECOMMENDATION**

270 Based on the completion of the public engagement strategy, final designs and the results of the Best Value
271 process, staff recommends entering into contracts with the identified Best Value contractors as outlined.

272
273 **REQUESTED COUNCIL ACTION**

274
275 Motion authorizing the Mayor and the City Manager to enter into a contract with Knutson Construction
276 for Proposal Package A, Building, Shelters and Related Site Work, as outlined for a cost of \$6,542,934
277 with final review and approval of documents by the City Attorney.

278
279 Motion authorizing the Mayor and the City Manager to enter into a contract with Black and Dew, Inc. for
280 Package C, Harriet Alexander Nature Center Improvements, as outlined for a cost of \$254,600 with final
281 review and approval of documents by the City Attorney.

282
283 Motion authorizing the Mayor and the City Manager to enter into a contract with Janke General
284 Contractors Inc. for Package D, Bridges and Boardwalk, as outlined for a cost of \$513,467.50 with final
285 review and approval of documents by the City Attorney.

286
287 Motion authorizing the Mayor and the City Manager to enter into a contract with Peterson Companies for
288 Package E, Lighting System Installation, as outlined for a cost of \$404,620 with final review and approval
289 of documents by the City Attorney.

290
291 Motion authorizing the Mayor and the City Manager to enter into a contract with Bituminous Roadways,
292 Inc. for Package F, Tennis Court Reconstruction and Resurfacing, as outlined for a cost of \$663,190.50
293 with final review and approval of documents by the City Attorney.

294
295 Motion authorizing the Mayor and the City Manager to enter into a contract with Urban Companies, LLC
296 for Package G, Field Improvements, as outlined for a cost of \$1,204,212 with final review and approval
297 of documents by the City Attorney.

298
299 Motion authorizing the Mayor and the City Manager to enter into a contract with Anderson Irrigation for
300 Package H, Irrigation Replacements and Upgrades, as outlined for a cost of \$227,437.68 with final review
301 and approval of documents by the City Attorney.

302
303 Motion authorizing the Mayor and the City Manager to enter into a contract with Stantec Consulting
304 Services, Inc. for Package I as outlined for a cost of \$1,500,000 Natural Resources, with final review and
305 approval by the City Attorney.

306
307 Motion authorizing the Mayor and the City Manager to enter into a contract with Kevin Casey, LLC for
308 Package J, Disc Golf Course Improvements, as outlined for a cost of \$89,688 with final review and
309 approval of documents by the City Attorney.

310 Motion authorizing the Mayor and the City Manager to enter into a contract with T. A. Schifsky & Sons,
311 Inc. for Package K1, County Road B2 and Victoria Avenue Sidewalks, as outlined for a cost of
312 \$1,125,156.55 with final review and approval of documents by the City Attorney.

313

314 Motion authorizing the Mayor and the City Manager to enter into a contract with Bituminous Roadways,
315 Inc. for Package K3, Sidewalks and Pathways at Various Park Locations, as outlined for a cost of
316 \$83,235, with final review and approval of documents by the City Attorney.

317

318 Prepared by: Lonnie Brokke, Director of Parks and Recreation

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320 Attachments:

321 A. Letter from Jake Smithwick, Arizona State University on Best Value Process and the Renewal Program

322 B. Review and Recommendation Letter from Michael Schroeder, LHB and City Lead Final Design Consultant

323 C. Review and Recommendation Letter from Kristine Giga, City Engineer

324 D. City Standard Construction Services Agreement for Renewal Program Packages A, C, D, E, F, G, H, I, J, K1 and K3

325 E. Pre-Award Documents for Renewal Program Packages, A, C, D, E, F, G, H, I, J, K1 and K3

326 F. Best Value Summary Scores for Renewal Program Packages, A, C, D, E, F, G, H, I, J, K1 and K3

May 7, 2014

Mr. Lonnie Brokke, Director of Parks and Recreation
Mr. Jeff Evenson, Parks Superintendent
City of Roseville
2660 Civic Center Drive
Roseville, Minnesota 55113

**RE: Parks and Recreation Renewal Program
Roseville's Application of Best Value**

Dear Mr. Brokke, Mr. Evenson, and other concerned parties:

This letter summarizes the City of Roseville's application of the best value process on the Parks and Recreation Renewal Program (PRRP) construction packages A, B, C, D, E, F, G, H, I, J, K-1, and K-3.

Education

Attendance at an educational meeting was required by at least one attendee by any firm proposing on a project. A representative from ASU provided four educational sessions:

- September 19, 2013
- November 14, 2013
- January 28, 2014
- February 25, 2014

The education was provided so that proposers may have an opportunity to ask questions on the best value approach and understand the City's intent with each package. ASU has also provided multiple training sessions to City staff and evaluators through in-person meetings, teleconferences, and online video tutorials. The training covered the overall best value structure, evaluation process, interviews, and clarification phase. Evaluators were instructed that a rating of "10" is given if the verifiable performance metrics are used to support claims of capability, risk mitigation, and value. Submittals are "blind", meaning that no identifying information is part of the submittal document (Risk, Project Capability, or Value Added plans). These requirements therefore minimize potential bias of the selection committee.

RFP Review

ASU provided RFP language on the best value system, and has monitored Roseville's application of the best value structure. There are three main phases, which are described in each RFP:

1. Selection

There six selection criteria: Interview (350 points), Cost (250 points), Risk Plan (150 points), Project Capability (100 points), Value Added Plan (100 points), and Past Performance Information (50 points).

The three submittal documents (Risk, Project Capability, and Value Added) are limited to two pages. This is done to focus on just the critical items relative to the intent of each submittal, and also minimize efforts of the City and proposers. The evaluators do not see the Cost and Past Performance Information of proposers until after all evaluations and interviews have been completed.

After prioritizing all of the Respondents, the City reviewed costs in the following manner (this process was also identified in each RFP):

- 1) If the highest ranked Respondent's Total Cost is within budget then they will be invited to the Clarification Phase.
- 2) If the highest ranked Respondent is within budget, but is greater than 10% of the second highest ranked Respondent's Total Cost, the City reserves the right to invite the second highest ranked contractor to the Clarification Phase.
- 3) If the highest ranked Respondent's Total Cost is over-budget, the City reserves the right to proceed to the highest ranked Respondent within the budget (or the City may seek additional funding to proceed with a Respondent that is over the budget).
- 4) If all of the Respondents' Total Costs are over-budget, the City may: obtain additional funds, re-scope the project, or cancel the project.

2. Clarification

Once the potential best value firm is identified, the City begins the Clarification Phase. This phase is carried out prior to signing the contract, and to ensure all parties (City, Contractor, and Design Consultants) have a clear understanding of the project expectations. During this phase, the City may review and confirm project cost, scope, schedule, and risk. Each potential best value firm prepared a Clarification Phase Document summarizing these items. The City, Design Consultants, and ASU reviewed each document and provided general comments. If the City is comfortable with each potential best value firm and their plan, an award can be made.

3. Project Execution

Once an award is made, a Weekly Risk Report (WRR) will be setup. This simple excel tool is submitted each week by the contractor to the owner, and summarizes any deviations to the project, in terms of cost and schedule. The tool also includes the contractor's risk management plan, milestone schedule, and critical contact information related to the project. ASU prepares the WRR (based on the unique cost and schedule duration of each award) and reviews the WRRs.

Summary

In closing, the methodology for how the City would apply the best value process was identified upfront as part each RFP. ASU monitored, and provided education, during the City's implementation of the best value process for each of the construction packages. The process is designed to minimize bias and provides the City an opportunity to clarify scope, understand each proposer's risk mitigation approach, cost, and schedule. Each project's performance will be monitored for the duration of its execution through the use of Weekly Risk Reports.



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6 May 2014

Mr. Lonnie Brokke, Director of Parks and Recreation
City of Roseville
2660 Civic Center Drive
Roseville, Minnesota 55113

RE: ***Parks and Recreation Renewal Program***
Review of best value proposers

Dear Mr. Brokke:

LHB, Inc., as a part of an evaluation team composed of city staff and representatives of the Parks and Recreation Commission, evaluated proposals on the above referenced improvements as part of the city's Parks and Recreation Renewal Program. This letter offers our assessment of the proposals and the conformance of each with the technical requirements of each proposal package.

Proposal Package 'A' Park buildings, shelters, and site improvements

LHB has reviewed the draft Pre-Award Document prepared by Knutson Construction Services, Inc., including scope adjustments defined in concert with Parks and Recreation Department staff, and find the proposal meets the technical requirements of the plans and specifications for the six park buildings and related site improvements as well as the remodeling of three park shelters. The improvements proposed as a part of this proposal align with the intentions of the preliminary designs and the Parks and Recreation System Master Plan.

During the clarification stage, adjustments to the original scope of work were discussed and found to be in the best interests of the city and its parks and recreation programs. Modifications to the original scope of work included the elimination of some aspects of the proposed improvements in favor of retaining improvements offering greater benefit to the community and value engineering proposals that deliver the buildings and related building systems in a more cost effective manner without compromising building function, aesthetics, or durability.

Proposal Package 'B' Roseville Skating Center repairs

No proposals were received for this proposal package. The work is readily defined in scopes that could be separately addressed by different trades in a process that requests scopes and fees from vendors as a part of the Parks and Recreation Renewal Program.

Proposal Package 'C' Harriet Alexander Nature Center building improvements

LHB has reviewed the proposal and scope prepared by Black|Dew and find the proposal meets the technical requirements of the plans and specifications for building improvements at the HANC. The proposal aligns with the intentions of the preliminary design and the Parks and Recreation System Master Plan.

During clarification, a value option for eliminating temporary heat during construction was accepted by the city, which resulted in a savings for the city; heat will be provided through the buildings existing system. In addition, the work will include replacement of all gutters on the buildings, resulting in a minimal additional cost for the work while creating aesthetic consistency in the finished construction.

Proposal Package 'D' Bridges and Harriet Alexander Nature Center Boardwalk

LHB has reviewed the proposal prepared by Janke General Contractors, Inc. and find the proposal as well as scope adjustments prepared in concert with Parks and Recreation Department staff meet the technical requirements of the plans and specifications for bridges at Villa Park and the boardwalk improvements at the HANC. The proposal aligns with the intentions of the preliminary design and the Parks and Recreation System Master Plan.

During clarification, value added options were discussed with the proposer and resulted in additional work becoming a part of the scope. The options included methods of construction that improve durability and offer ways of adjusting the boardwalk as settling occurs in the future.

Proposal Package 'E' Lighting and controls

LHB has reviewed the proposal submitted by Peterson Companies, Inc. and the scope adjustments prepared by Killmer Electric Company, Inc. in concert with Parks and Recreation Department staff meet the technical requirements of the plans and specifications for lighting and controls improvements.

During clarification, scope adjustments were made to modify the control systems for rinks and tennis courts that would allow for greater ease of use by park users. Scope adjustments also resulted in a more targeted approach to field lighting replacement.

Proposal Package 'F' Tennis court improvements

LHB has reviewed the proposal submitted by Bituminous Roadways, Inc. as well as scope adjustments prepared in concert with Parks and Recreation Department staff and find the documents meet the technical requirements of the plans and specifications for tennis court and other court improvements.

During the clarification stage, value added suggestions were reviewed. The

Bituminous Roadways proposal included value added items for alternative court equipment, a different method of reconstructing the courts, and a temporary striping solution that would put courts back into play sooner. These changes result in superior long-term results in the constructed work and pose benefits to the community in terms of reduced time without use of tennis courts.

Proposal Package 'G' Field improvements

LHB has reviewed the proposal submitted by Urban Companies, LLC as well as scope adjustments prepared in concert with Park and Recreation Department staff and find the documents meet the technical requirements of the plans and specifications for baseball and softball field improvements.

During the clarification stage, it was determined that some details of the original construction plans could be modified to improve the process of construction, the cost of the work, and the long-term ability to maintain the improvements. Namely, the original drawings included a concrete maintenance strip at all perimeter fencing; by replacing the concrete with an expansion of the aggregate lime warning track, costs can be reduced, maintenance methods related to mowing are not compromised, and the ability to reset or adjust fence posts is retained (which could not occur if the fence posts were set in concrete). In addition, some modifications related to fencing were determined to be of benefit to the city.

Proposal Package 'H' Irrigation system improvements

LHB has reviewed the proposal submitted by Anderson Irrigation, Inc. as well as scope adjustments prepared in concert with Park and Recreation Department staff and find the documents meet the technical requirements of the plans and specifications for baseball and softball field improvements.

During the clarification stage, it was determined that some details of the original construction plans could be modified to the advantage of the city. In particular, the specified moisture sensor for each irrigation system satisfies State of Minnesota codes for rain sensing as a part of the irrigation system. As a result, the specified rain sensors will be deleted from the project. The scope of the work was reduced by eliminating the garden irrigation at Oasis Park and elimination of work at Villa Park except for control upgrades. Other design modifications will be implemented without a change in scope or costs.

Proposal Package 'I' Natural resources and restoration projects

LHB has reviewed the proposal submitted by Stantec, Inc. as well as scope adjustments prepared in concert with Parks and Recreation Department staff and find the documents meet the technical requirements of the plans and specifications for natural area restorations projects indicated in a Type, Size, and Location matrix included as a part of the Request for Proposals.

As a part of the clarification stage, Stantec reviewed value added scope that

would use funds within the city's budget to pursue grants. If successful, the remaining funds would provide a match to non-local funds that would allow for a significant amount of additional natural resources improvements to occur.

Proposal Package 'J' Disc golf course improvements

LHB has reviewed the proposal submitted by Kevin Casey, LLC. and finds the documents meet the technical requirements of the scope requested by the City of Roseville as a part of its Request for Proposals.

A value added option for the addition of litter receptacles was accepted by the city as it offers a substantive benefit for the Acorn Park environment recognizing the ways in which the course is used by disc golfers.

Proposal Package 'K3' Park pathways

LHB has reviewed the proposal submitted by Bituminous Roadways, Inc. and finds the documents meet the technical requirements of the plans and specifications for baseball and softball field improvements.

During the clarification stage, it was determined that the addition of paths currently proposed as a part of Proposal Package 'A' at Pocahontas Park should be added to this work. Incorporation of this work provides for greater efficiency of the work and decreases disruption to the park that result for construction in the park.

We understand that LHB's recommendation forms a portion of the city's decision to enter into contracts with these proposers and that other considerations may influence an ultimate decision relate to award of contracts. If there are questions related to our review and recommendations, please let me know.

Sincerely,

LHB, Inc.

A handwritten signature in black ink, appearing to read 'Michael Schroeder', with a stylized flourish at the end.

Michael Schroeder



May 7, 2014

Mr. Lonnie Brokke, Director of Parks and Recreation
City of Roseville
2660 Civic Center Drive
Roseville, Minnesota 55113

RE: Parks and Recreation Renewal Program
Proposal Package 'K1' County Road B-2/Victoria sidewalk

Dear Mr. Brokke:

The City Engineering staff, as a part of an evaluation team composed of City Parks and Recreation staff, representatives of the Parks and Recreation Commission, and LHB, Inc., evaluated the proposals on the above referenced improvements as part of the city's Parks and Recreation Renewal Program. This letter offers our assessment of the proposal and the conformance with the technical requirements of the proposal package.

Proposal Package 'K1' County Road B-2/Victoria sidewalk

City staff has reviewed the proposal submitted by T.A. Schifsky and Sons, Inc., and finds the documents meet the technical requirements of the plans and specifications for sidewalk improvements.

During the clarification stage, it was determined that the method of concrete placement may deviate from the original specified method in order to accommodate pedestrian ramp construction, as well as providing driveway access to property owners. This deviation provides for greater efficiency of the work and decreases disruption to the residents during construction.

We understand that this recommendation forms a portion of the city's decision to enter into a contract with the proposer and that other considerations may influence an ultimate decision related to award of contracts. If there are questions related to the review and recommendations, please let me know.

Sincerely,

Kristine Giga, P.E.
Civil Engineer

Package A Documents

Building, Shelters, and Site Work

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Knutson Construction (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

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

**City of Roseville Parks and Recreation Renewal Program
Proposal Package A Park Buildings and Shelters
Roseville Project Number: 001-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$6,542,934. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

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

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package A Plans
 - Proposal Package A Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

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

ARTICLE 6. MISCELLANEOUS

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

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

THE CITY OF ROSEVILLE

By: _____
Daniel J. Roe, Mayor

By: _____
Patrick J. Trudgeon

Attest: _____
(SEAL)

CONTRACTOR:

Knutson Construction
7515 Wayzata Boulevard
Minneapolis MN, 55426

By: _____
Its: _____

By: _____
Its: _____

Attest: _____
(CORPORATE SEAL)

OWNER
ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR
ADDRESS FOR GIVING NOTICES:

Knutson Construction
7515 Wayzata Boulevard
Minneapolis MN 55426

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville
Package A: Park Buildings, Shelters, and Site Improvements

PRE AWARD DOCUMENT

Prepared By: Knutson Construction

April 30, 2014

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EXHIBITS

- Exhibit 1 – Detailed Overall Schedule
- Exhibit 2 – Knutson Construction Risk Assessment (Original)
- Exhibit 3 – Knutson Construction Project Capability (Original)
- Exhibit 4 – Knutson Construction Value Adds (Original)
- Exhibit 5 – All Vendor Identified Risks (From Jake Smithwick)

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	Deduct Cost (\$)
VA4	Utilize aluminum feeders for all feeders over 100 amps	\$16,000
VA5	Alternate site furnishings supplier & quantities	\$101,373
VA7	Revise construction fence specifications	\$83,000
Total Approved Value Added Options:		\$200,373

Client Requested Scope Changes

NO	DESCRIPTION	Deduct Cost (\$)
OA1	eliminate terraced gardens retaining walls	\$28,784
multiple	Use PEX for all domestic water piping	\$12,800
multiple	eliminate paths & concrete paving	\$77,938
multiple	Eliminate Villa & Autumn Grove ice rinks and associated drainage basins. Clear and grade at Autumn Grove for future ice rink (no subcut)	\$268,184
multiple	remodel only the existing shelter structures (Dale, Vic W and Vic E)	\$1,601,909
multiple	Eliminate entire scope of work at Central Park Lexington & Acorn	\$1,357,176
multiple	Move building to location of existing building & add fire sprinkler	\$106,140
VE7	Change to 24" min sill heights at all windows to eliminate tempered glass	\$8,300
LE2	eliminate chimney assembly (keep bump out for insert)	\$1,200
multiple	omit light coves in toilet rooms	\$2,340
multiple	omit tile in toilet rooms on all walls except wet walls, reduce height to 6' AFF on wet walls	\$20,100
multiple	Mechanical: Corrugated Gas Hose	\$4,600
multiple	Mechanical: Combine HVAC Zones	\$24,000
VE19	Contractor's GC savings for reduced overall project duration/scope, credit all bldg permit & SAC fees	\$148,282
VE6	Change to all "E" series windows at all buildings	\$24,000
multiple	Mechanical: Tempered Supply to Lavs	\$3,000
LE33	Mechanical: Stand alone T-stats	\$3,000
multiple	Exterior drinking fountains deleted at 3 shelters above. Add exterior drinking fountains & plumbing back into scope	\$16,749
Total Approved Client Scope Changes:		\$3,708,502

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$10,451,809
2	Total Approved Value Added Options	(\$200,373)
3	Total Client Requested Scope Changes	(\$3,708,502)
Final Project Cost		\$6,542,934

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
1	Nothing noted	
Total Approved Value Added Options:		0

Client Requested Scope Changes

NO	DESCRIPTION	DURATION (Calendar Days)
1	Change overall scope of work at the three park shelters to remodeling only.	(38)
Total Approved Client Scope Changes:		(38)

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days) (includes 10 days in spring for exterior painting)	301
2	Total Approved Value Added Options (Days)	0
3	Total Client Requested Scope Changes (Days)	(38)
Final Project Duration		263

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying major activities and actions/decisions required from the client

No	Activity / Task	Duration (calendar days)	Start Date	End Date
1	Notice to Proceed	1	5/12/14	5/12/14
2	HCM & LHB issues conformed set of documents for the first three buildings (Lexington, Sandcastle and Villa)	10	5/5/14	5/13/14
3	Lexington Park	117	5/14/14	9/8/14
4	Sandcastle Park	99	5/21/14	8/26/14
5	Villa Park	106	5/28/14	9/9/14
6	Pocahontas Park	22	8/18/14	9/8/14
7	Autumn Grove	113	8/18/14	12/8/14
8	Autumn Grove exterior painting (weather dependent)	7	4/1/15	4/7/15
9	Oasis Park	101	8/25/14	12/3/14
10	Oasis Park exterior painting (weather dependent)	7	4/1/15	4/7/15
11	Rosebrook Park	94	9/1/14	12/3/14

12	Rosebrook Park exterior painting (weather dependent)	7	4/1/15	4/7/15
13	Central Park Victoria West	39	9/1/14	10/9/14
14	Central Park Dale West	39	9/1/14	10/9/14
15	Central Park Victoria East	44	10/7/14	11/19/14
16	Total Project Substantial Completion (less exterior painting)	1	12/8/14	12/8/14
17	Final Pay Application/Final Payment	30	4/7/15	5/6/15

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

KNUTSONCONSTRUCTIONORIGINALRISKS

Identified Risk 1:	Scope of work changes due to unforeseen conditions and owner requests.
Solution / Strategy:	Each item that comes up will be resolved in (5) days unless more time is justified and requested. We will immediately notify all parties in writing on the day of the discovery of the potential time and cost impact. We will present to the owner and engineer the best solution that minimizes the time and cost impact to the project. If the owner approves the time and cost impacts, no action is required and we will generate the change order and proceed with the work. If the owner objects to the time and cost impact, we will not proceed with the work until directed in writing, and the time and cost impacts will be tracked on the weekly risk report.

Identified Risk 2:	Jobsite locations not being made available as previously coordinated and agreed upon with Owner which would delay the start date of a particular jobsite.
Solution / Strategy:	As soon as the delay is identified we will immediately notify all parties in writing on that day of the potential time and cost impact. We will present to the owner and engineer the best solution that minimizes the time and cost impact to the project. If the owner approves the time and cost impacts, no action is required and we will generate the change order and proceed with the work. If the owner objects to the time and cost impact, we will not proceed with the work until directed in writing, and the time and cost impacts will be tracked on the weekly risk report.

Identified Risk 3:	Project being over budget causing the Owner to scale back scope or not proceed with the project at all.
Solution / Strategy:	Our company has an established Value Engineering process which is completed on all projects. This process includes meetings with owner, architect and post bid subcontractor interviews (very similar to the Pre-Award Phase). This process enables us to collaboratively identify areas of the project in which cost savings could be realized. Once identified these ideas along with cost and schedule impacts are presented to the project team for review.

Identified Risk 4:	Coordination with separate prime contractors (other bid packages).
Solution / Strategy:	We will take the lead on the job as if we held all the contracts. We will incorporate the schedule and weekly risk reports of the other prime contractors into our risk management plan and continue to update our weekly risk report as the project progresses.

Identified Risk 5:	Best value bid philosophy
Solution / Strategy:	With the best value proposal process it may be unclear what each contractor is including. Our proposal includes only what the drawings show, which may not be what the owner needs or intends. We have indicated items on our "Value Add Plan" that we feel need to be accepted to provide a complete proposal based on our interpretation of the intent of the drawings.

Identified Risk 6:	Protecting the existing areas outside of our construction limits and documenting existing conditions.
Solution / Strategy:	Our project manager and superintendent will walk the construction limits with the owner, engineer, and our subcontractors to document with photos and create a written log of existing conditions prior to the start of construction. At the same time we will work together to develop and implement a plan to protect the existing conditions.

Identified Risk 7:	Extent of 6' construction site fencing is not clearly defined.
Solution / Strategy:	We have included in our bid what we think is an appropriate amount of 6' construction fence to protect the public from areas where we have deep excavations and building structures. The details of what we have planned for will be reviewed and coordinated with the Owner in the Clarification Phase. Please see our Value Add Plan If the Owner desires that the entire construction zone as defined on the drawings is to have the 6' construction fence installed.

Identified Risk 8:	We have included tax in our bid which may make us less cost competitive. It is unclear as to what extent that this project is tax exempt or not. The specifications state that the project is NOT tax exempt. However, Addendum #3 states that the City may have some measure of tax exempt status.
Solution / Strategy:	We are working with our legal counsel regarding tax implications for this project. However, we do not have enough time to resolve this issue prior to submitting this bid proposal. As such, we have included tax in our base bid but have also compiled tax breakout pricing from all subs and vendors. See our Value Add Plan in the event this project is determined to be tax exempt.

OWNER IDENTIFIED RISKS

Identified Risk 1:	Community issues / Public perception
Solution / Strategy:	On all our projects, Knutson issues monthly new letters which in this case could also be used to update the community on construction progress. We will also be available to conduct project walk-throughs and/or tours as the City desires.

Identified Risk 2:	Budget
Solution / Strategy:	See Knutson Identified Risk #3. Our "VE" process will be used to identify and resolve budget concerns.

Identified Risk 3:	Safety
Solution / Strategy:	We conduct pre-construction meetings with our subs and vendors in which

	we discuss safety with regards to the job site and public safety. We have a site specific safety plan that will be distributed to all our subs and vendors. Jobsite perimeters will be clearly defined/separated from the public. Tools and materials will be secured or removed from every site on a daily basis.
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Identified Risk 4:	Coordination with recreation schedule
Solution / Strategy:	During the clarification phase we will work with the City to establish acceptable construction timeframes in which each project site can be under construction. It will be critical that the start and finish dates established for each site are adhered to by all parties involved. If established dates change during construction this deviation will be added to the weekly risk report.

ARCHITECT IDENTIFIED RISKS

Identified Risk 1:	Cost overruns
Solution / Strategy:	See Knutson Identified Risk #3 regarding Knutson's VE process. See also Knutson's Identified Risk #5 regarding our Best Value bid philosophy.

Identified Risk 2:	Re-design
Solution / Strategy:	A conformed set of project documents will need to be issued prior to starting construction. This conformed set should be issued by April 23, 2014 to avoid delaying the start of construction. If the conformed set of documents is not issued by this time, the issue will be added to the weekly risk report and tracked for schedule and cost deviation.

ALL VENDOR'S IDENTIFIED RISKS

Identified Risk 1:	Maintaining the structural integrity of the Picnic Shelters while changes are made. If the integrity of the structure is not maintained, costs may be increased, an unsafe work site will be present and the life of the shelter may be shortened.
Solution / Strategy:	The shelters will no longer need to be moved in order to install new foundations. We have a plan in place to support these shelters (not move them) as is while correcting the column bases.

Identified Risk 2:	Daily trucking, heavy excavation equipment and dumpsters can create hazards to the public and workers.
Solution / Strategy:	See Owner Identified Risk #3: We conduct pre-construction meetings with our subs and vendors in which we discuss safety with regards to the job site and public safety. We have a site specific safety plan that will be distributed to all our subs and vendors. Jobsite perimeters will be clearly defined/separated from the public. Tools and materials will be secured or removed from every site on a daily basis.

Identified Risk 3:	Some aspects of the schedule are tight, especially where concrete and landscaping come into play.
Solution / Strategy:	We have coordinated the revised schedule with the City due to various scope changes. We are confident that we can complete the work as currently scheduled.

Identified Risk 4:	Damage to owner salvaged items. The general contractor would not want to purchase or have the owner purchase new materials as a result of damage from storage at the site.
Solution / Strategy:	See Owner Identified Risk #3: We conduct pre-construction meetings with our subs and vendors in which we discuss safety with regards to the job site and public safety. We have a site specific safety plan that will be distributed to all our subs and vendors. Jobsite perimeters will be clearly defined/separated from the public. Tools and materials will be secured or removed from every site on a daily basis.

Identified Risk 5:	T&G protection on existing shelters. The general contractor would want to ensure the finish and appearance of the wood be kept as it is currently.
Solution / Strategy:	The shelters will no longer need to be moved in order to install new foundations. In addition, the existing shelters will be painted. This eliminates any concerns with keeping the original appearance of the T&G.

Identified Risk 6:	Products used may have extended lead times which can extend project schedules and budgets. For example, hockey boards have an 8-16 week lead time. If the submittal process is delayed, it may mean the rinks will not be done until October.
Solution / Strategy:	The hockey rinks have been eliminated from the project scope. The other long lead item, glulam members, has also been eliminated from the project scope. Other potential long lead items such as rebar and trusses, we have already released for shop drawings to expedite the approval processes and start fabrication lead times as soon as possible.

Identified Risk 7:	Road restrictions may impact scheduled activities.
Solution / Strategy:	With a projected May 5, 2014 start we do not anticipate road restrictions interfering with construction activities.

Identified Risk 8:	Adequate staging areas can help job progression to ensure products are on site when needed.
Solution / Strategy:	We have already laid out our site fencing locations that establish adequate staging areas for the work.

Identified Risk 9:	Subcontractors would not be able to maintain schedules on various buildings.
Solution / Strategy:	We have pre-selected subcontractors that have the man-power and capabilities to maintain the project schedule at various buildings.

Identified Risk 10:	The existing wood does not have adequate strength for the connections where we are raising the roof.
Solution / Strategy:	This work at the shelters is no longer part of the overall scope of work of the project.

Identified Risk 11:	The budget outlined in the document will not be adequate.
Solution / Strategy:	See Knutson Identified Risk #3 for our VE process.

Identified Risk 12:	Weather delays
Solution / Strategy:	Our schedule accounts for the average expected amount of weather related delays for this part of the country. If we experience an above average amount of weather related delays during construction, this will be added to the weekly risk report and tracked for schedule and cost deviation.

Identified Risk 13:	Coordination with Parks and Recreation program activities to maintain schedule.
Solution / Strategy:	See Owner Identified Risk #4: During the clarification phase we will work with the City to establish acceptable construction timeframes in which each project site can be under construction. It will be critical that the start and finish dates established for each site are adhered to by all parties involved. If established dates change during construction this deviation will be added to the weekly risk report.

Identified Risk 14:	Theft and/or vandalism.
Solution / Strategy:	See Owner Identified Risk #3: We conduct pre-construction meetings with our subs and vendors in which we discuss safety with regards to the job site and public safety. We have a site specific safety plan that will be distributed to all our subs and vendors. Jobsite perimeters will be clearly defined/separated from the public. Tools and materials will be secured or removed from every site on a daily basis.

Identified Risk 15:	Potential loss of trees in park due to construction damage.
Solution / Strategy:	Add specified tree protection will be provided and installed. Once on site, if we feel there may need to be additional tree protection added we will notify the project team immediately with any associated costs.

Identified Risk 16:	Excavation and site work.
Solution / Strategy:	We have coordinated the revised schedule with the City due to various scope changes. We are confident that we can complete the work as currently scheduled.

Identified Risk 17:	Keep projects at or below budget.
Solution / Strategy:	See Knutson Identified Risk #3

Risks 18 – 25 from the PBSRG list were generated by Knutson Construction

Identified Risk 26:	The schedule for each park that is listed in the specification is dependent on the owner's allowance of scheduled public usage of each individual park. Based on many of the parks not being able to be shut down during the summer months, a lot of work has to be completed in multiple locations
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	before winter shuts down site construction.
Solution / Strategy:	See Owner Identified Risk #4: During the clarification phase we will work with the City to establish acceptable construction timeframes in which each project site can be under construction. It will be critical that the start and finish dates established for each site are adhered to by all parties involved. If established dates change during construction this deviation will be added to the weekly risk report.

Identified Risk 27:	The three foundation buildings that are throughout central park require salvaging, removing, and then reinstalling the canopy structures on new foundations. The risk is that new foundations will no match the existing canopy bolt settings and the canopy structure will not fit on the new foundations.
Solution / Strategy:	This work is no longer part of the project scope.

Identified Risk 28:	The scope of the work for the installation of the splash pad equipment and concrete pad is not clearly addressed in the addendum. The intent is clear that the owner is supplying the equipment, but it is not clear as to who is responsible for the installation of the splash pad equipment, piping, and concrete portion of the work.
Solution / Strategy:	See Project Assumptions.

Identified Risk 29:	Each construction site is located in a public area that will have minimal lighting during construction until new utilities are installed and functional. This is a security risk as sites such as this are easy targets for vandalism.
Solution / Strategy:	See Owner Identified Risk #3: We conduct pre-construction meetings with our subs and vendors in which we discuss safety with regards to the job site and public safety. We have a site specific safety plan that will be distributed to all our subs and vendors. Jobsite perimeters will be clearly defined/separated from the public. Tools and materials will be secured or removed from every site on a daily basis.

SECTION 5 – SCOPE OVERVIEW

A clear description of “what’s in” and “what’s out” of the scope.

Scope of Work

INCLUSIONS:

This agreement is based upon and includes the following documents:

1. Project Manual prepared by LHB, Inc. dated January 21, 2014 Volume I
2. Project Manual prepared by LHB, Inc. dated January 21, 2014 Volume II
3. The following drawings prepared by LHB, Inc. dated January 21, 2014
4. Note: struck out drawings represent sites that have been eliminated by Client Requested Scope Changes

<u>Sheet</u>	<u>Description</u>	<u>Location</u>
AC10.1	CoverSheetDrawingIndex	AcornPark

ACI1.1	Removals/ExistingConditionsPlan	AcornPark
ACI2.1	OverallLayoutPlan	AcornPark
ACI2.2	PlayAreaEnlargementPlan	AcornPark
ACI2.3	HockeyRinkEnlargementPlan	AcornPark
ACI3.1	Grading/UtilitiesPlan	AcornPark
ACI3.2	PlayAreaGradingEnlargementPlan	AcornPark
ACI4.1	LandscapePlan	AcornPark
AG-a1.1	Title Sheet and Drawing Index	Autumn Grove Park
AG-a2.1	Floor Plan	Autumn Grove Park
AG-a2.11	Finishes Floor Plan	Autumn Grove Park
AG-a2.1fe	Furniture and Equipment Floor Plan	Autumn Grove Park
AG-a2.2	Roof Plan	Autumn Grove Park
AG-a3.1	Exterior Elevations	Autumn Grove Park
AG-a3.2	Exterior Elevations	Autumn Grove Park
AG-a4.1	Building Sections	Autumn Grove Park
AG-a4.2	Building Sections	Autumn Grove Park
AG-a4.3	Wall Sections	Autumn Grove Park
AG-a7.1	Interior Elevations	Autumn Grove Park
AG-a7.2	Interior Elevations	Autumn Grove Park
AG-a9.1	Reflected Ceiling Plan	Autumn Grove Park
AG-e0.1	Electrical Legend and General Notes	Autumn Grove Park
AG-e1.0	Electrical Site Plan and Details	Autumn Grove Park
AG-e2.0	Lighting Plan	Autumn Grove Park
AG-e2.1	Power and Auxiliary Plan	Autumn Grove Park
AG-e3.0	Electrical Single Line Diagram and Schedules	Autumn Grove Park
AGI1.0	Site Demolition Plan	Autumn Grove Park
AGI2.0	Site Plan	Autumn Grove Park
AGI2.1	Site Plan	Autumn Grove Park
AGI3.0	Site Grading Plan	Autumn Grove Park
AGI4.0	Planting Plan	Autumn Grove Park
AGI5.0	Utility Plan	Autumn Grove Park
AG-m0.1	Mechanical Notes	Autumn Grove Park
AG-m1.1	HVAC Plan	Autumn Grove Park
AG-m2.1	Plumbing Plan	Autumn Grove Park
AG-m3.1	Mechanical Details, Schedules, and Risers	Autumn Grove Park
AG-S1.1	Footing & Foundation Plan	Autumn Grove Park
AG-S1.2	Roof Framing Plan	Autumn Grove Park
AG-S2.1	Wall Framing Elevations	Autumn Grove Park
AG-S3.1	Sections	Autumn Grove Park
CPLa2.1	FloorPlan&InteriorElevations	CentralPark-Lexington
CPLa2.2	ReflectedCeiling&RoofPlans	CentralPark-Lexington
CPLa3.1	ExteriorElevations&BuildingSections	CentralPark-Lexington
CPLa5.1	WallSections	CentralPark-Lexington

CPL_a0.0	CoverSheet&DrawingIndex	CentralPark-Lexington
CPL_i1.0	DemolitionPlan	CentralPark-Lexington
CPL_i2.0	SitePlan	CentralPark-Lexington
CPL_i2.1	SitePlan	CentralPark-Lexington
CPL_i3.0	GradingPlan	CentralPark-Lexington
CPL_i4.0	PlantingPlan	CentralPark-Lexington
CPL_i5.0	UtilityPlan	CentralPark-Lexington
CPL-e0.1	ElectricalLegendandGeneralNotes	CentralPark-Lexington
CPL-e1.0	ElectricalSitePlanandDetails	CentralPark-Lexington
CPL-e2.0	Lighting&PowerPlans	CentralPark-Lexington
CPL-e3.0	ElectricalSingleLineDiagramandSchedules	CentralPark-Lexington
CPL-m0.1	MechanicalNotes	CentralPark-Lexington
CPL-m1.1	FloorPlan-HVAC&Plumbing	CentralPark-Lexington
CPL-m2.1	MechanicalDetails&Schedules	CentralPark-Lexington
CPL-S1.1	FootingandFoundationPlan&RoofFramingPlan	CentralPark-Lexington
CPN a0.0	Cover Sheet & Drawing Index	Central Park - Victoria West
CPN a2.1	Demo & Floor Plans	Central Park - Victoria West
CPN a2.1i	Floor Plan Detail & Interior Elevations	Central Park - Victoria West
CPN a2.2	Reflected Ceiling Plan & Roof Plan	Central Park - Victoria West
CPN a3.1	Exterior Elevations	Central Park - Victoria West
CPN a4.1	Building Sections	Central Park - Victoria West
CPN a4.2	Building Sections	Central Park - Victoria West
CPN a5.1	Wall Sections	Central Park - Victoria West
CPN a5.2	Wall Sections	Central Park - Victoria West
CPN I1.0	Demolition Plan	Central Park - Victoria West
CPN I2.0	Site Plan	Central Park - Victoria West
CPN I3.0	Grading Plan	Central Park - Victoria West
CPN I5.0	Utility Plan	Central Park - Victoria West
CPN-e0.1	Electrical Legend & General Notes	Central Park - Victoria West
CPN-e1.0	Electrical Site Plan & Details	Central Park - Victoria West
CPN-e2.0	Lighting & Power Plans	Central Park - Victoria West
CPN-e3.0	Electrical Single Line Diagram and Schedules	Central Park - Victoria West
CPN-m0.1	Mechanical Notes	Central Park - Victoria West
CPN-m1.1	Floor Plan - HVAC & Plumbing	Central Park - Victoria West
CPN-m2.1	Mechanical Details & Schedules	Central Park - Victoria West
CPN-S1.1	Footing and Foundation Plan & Roof Framing Plan	Central Park - Victoria West
CPV a0.0	Cover Sheet & Drawing Index	Central Park - Victoria East
CPV a2.1	Demo & Floor Plans	Central Park - Victoria East
CPV a2.1i	Plan Detail & Interior Elevations	Central Park - Victoria East
CPV a2.2	Reflected Ceiling & Roof Plans	Central Park - Victoria East
CPV a3.1	Exterior Elevations	Central Park - Victoria East
CPV a4.1	Building Sections	Central Park - Victoria East
CPV a4.2	Building Sections	Central Park - Victoria East

CPV a5.1	Wall Sections	Central Park - Victoria East
CPV a5.2	Wall Sections	Central Park - Victoria East
CPV_I1.0	Demolition Plan	Central Park - Victoria East
CPV_I2.0	Site Plan	Central Park - Victoria East
CPV_I3.0	Grading Plan	Central Park - Victoria East
CPV_I4.0	Planting Plan	Central Park - Victoria East
CPV_I5.0	Utility Plan	Central Park - Victoria East
CPV-e0.1	Electrical Legend and General Notes	Central Park - Victoria East
CPV-e1.0	Electrical Site Plan and Details	Central Park - Victoria East
CPV-e2.0	Lighting & Power Plans	Central Park - Victoria East
CPV-e3.0	Electrical Single Line Diagram and Schedules	Central Park - Victoria East
CPV-m0.1	Mechanical Notes	Central Park - Victoria East
CPV-m1.1	Floor Plan - HVAC & Plumbing	Central Park - Victoria East
CPV-m2.1	Mechanical Details & Schedules	Central Park - Victoria East
CPV-S1.1	Footing and Foundation Plan & Roof Framing Plan	Central Park - Victoria East
CPW a0.0	Cover Sheet Drawing Index	Central Park - Dale West
CPW a2.1	Demo & Floor Plans	Central Park - Dale West
CPW a2.1i	Floor Plan Detail & Interior Elevations	Central Park - Dale West
CPW a2.2	Reflected Ceiling & Roof Plans	Central Park - Dale West
CPW a3.1	Exterior Elevations	Central Park - Dale West
CPW a4.1	Building Sections	Central Park - Dale West
CPW a4.2	Building Sections	Central Park - Dale West
CPW a5.1	Wall Sections	Central Park - Dale West
CPW a5.2	Wall Sections	Central Park - Dale West
CPW_I1.0	Site Demolition Plan	Central Park - Dale West
CPW_I2.0	Site Plan	Central Park - Dale West
CPW_I3.0	Site Grading Plan	Central Park - Dale West
CPW_I5.0	Utility Plan	Central Park - Dale West
CPW-e0.1	Electrical Legend and General Notes	Central Park - Dale West
CPW-e1.0	Electrical Site Plan	Central Park - Dale West
CPW-e2.0	Lighting & Power Plans	Central Park - Dale West
CPW-e3.0	Electrical Single Line Diagram and Schedules	Central Park - Dale West
CPW-m0.1	Mechanical Notes	Central Park - Dale West
CPW-m1.1	Floor Plan - HVAC & Plumbing	Central Park - Dale West
CPW-m2.1	Mechanical Details and Schedules	Central Park - Dale West
CPW-S1.1	Footing and Foundation Plan & Roof Framing Plan	Central Park - Dale West
GN I10.1	General - Demo & Erosion Control Details	General - All
GN I10.2	General - Paving Details	General - All
GN I10.3	General - Pedestrian Ramps	General - All
GN I10.4	Generals - Walls & Fire Pit	General - All
GN I10.5	General - Recreation Details	General - All
GN I10.6	General - Recreation Details	General - All
GN I10.7	General - Utility Details	General - All

GN I10.8	General - Utility Details	General - All
GN0.1	Cover Sheet Drawings Index	General - All
GN-a1.1	General - Title Sheet & Drawing Index	General - All
GN-a10.1	General - Details	General - All
GN-a10.2	General - Details	General - All
GN-a10.3	General - Details	General - All
GN-a10.4	General - Millwork Details	General - All
GN-a10.5	General - Interior Details	General - All
GN-a10.6	General - Window & Door Details	General - All
GN-a20.1	General - Wall Types	General - All
GN-a20.2	General - Exterior Details	General - All
GN-a20.3	General - Exterior Details CP Victoria	General - All
GN-a20.4	General - Window Types & Details	General - All
GN-a20.5	General - Window, Door, & Exterior Trim Details	General - All
GN-a20.6	General - Roof Details	General - All
GN-S0.1	General - Structural Notes & Special Inspections	General - All
GN-S1.1	General - Ftg & Fdn Sections - Park Buildings	General - All
GN-S2.1	General - Typical Roof Framing Sections - Park Buildings	General - All
GN-S2.2	General - Typical Roof Framing Sections - Park Buildings	General - All
GN-S3.1	General - Typical Ftg & Fdn Sections - Shelters	General - All
GN-S4.1	General - Typical Roof Framing Sections - Park Shelters	General - All
LE-a1.1	Title Sheet & Drawing Index	Lexington Park
LE-a2.1	Floor Plan	Lexington Park
LE-a2.1fe	Furniture & Equipment Floor Plan	Lexington Park
LE-a2.1i	Finishes Floor Plan	Lexington Park
LE-a2.2	Roof Plan	Lexington Park
LE-a3.1	Exterior Elevations	Lexington Park
LE-a3.2	Exterior Elevations	Lexington Park
LE-a4.1	Building Sections	Lexington Park
LE-a4.2	Building Sections	Lexington Park
LE-a4.3	Building Sections	Lexington Park
LE-a4.4	Building Sections	Lexington Park
LE-a7.1	Interior Elevations	Lexington Park
LE-a7.2	Toilet Room Elevations & Millwork Details	Lexington Park
LE-a9.1	Reflected Ceiling Plan	Lexington Park
LE-e0.1	Electrical Legend & General Notes	Lexington Park
LE-e1.0	Electrical Site Plan & Details	Lexington Park
LE-e2.0	Lighting Plan	Lexington Park
LE-e2.1	Power & Auxiliary Plan	Lexington Park
LE-e3.0	Electrical Single Line Diagram & Schedules	Lexington Park
LE-I0.1	Cover Sheet Drawing Index	Lexington Park
LE-I1.1	Removals / Existing Conditions Plan	Lexington Park
LE-I2.1	Overall Layout Plan	Lexington Park

LE-I2.2	Layout Enlargement Plan	Lexington Park
LE-I2.3	Hockey Rink Enlargement Plan	Lexington Park
LE-I3.1	Overall Grading/Utilities Plan	Lexington Park
LE-I3.2	Grading Enlargement Plan	Lexington Park
LE-I4.1	Landscape Plan	Lexington Park
LE-m0.1	Mechanical Notes	Lexington Park
LE-m1.1	HVAC Plan	Lexington Park
LE-m2.1	Plumbing Plan	Lexington Park
LE-m3.1	Mechanical Details, Schedules, and Risers	Lexington Park
LE-S1.1	Footing & Foundation Plan	Lexington Park
LE-S1.2	Roof Framing Plan	Lexington Park
LE-S2.1	Wall Framing Elevations	Lexington Park
LE-S3.1	Sections	Lexington Park
OA I1.0	Demolition Plan	Oasis Park
OA I2.0	Site Plan	Oasis Park
OA I3.0	Grading Plan	Oasis Park
OA I4.0	Planting Plan	Oasis Park
OA I5.0	Utility Plan	Oasis Park
OA-a1.1	Title Sheet & Drawing Index	Oasis Park
OA-a2.1	Floor Plan	Oasis Park
OA-a2.1fe	Furniture & Equipment Floor Plan	Oasis Park
OA-a2.1i	Finishes Floor Plan	Oasis Park
OA-a2.2	Roof Plan	Oasis Park
OA-a3.1	Exterior Elevations	Oasis Park
OA-a3.2	Exterior Elevations	Oasis Park
OA-a4.1	Building Sections	Oasis Park
OA-a4.2	Wall Sections	Oasis Park
OA-a7.1	Interior Elevations	Oasis Park
OA-a7.2	Interior Elevations	Oasis Park
OA-a9.1	Reflected Ceiling Plan	Oasis Park
OA-e0.1	Electrical Legend and General Notes	Oasis Park
OA-e1.0	Electrical Site Plan & Details	Oasis Park
OA-e2.0	Lighting Plan	Oasis Park
OA-e2.1	Power & Auxiliary Plan	Oasis Park
OA-e3.0	Electrical Single Line Diagram & Schedules	Oasis Park
OA-m0.1	Mechanical Notes	Oasis Park
OA-m1.1	HVAC Plan	Oasis Park
OA-m2.1	Plumbing Plan	Oasis Park
OA-m3.1	Mechanical Details, Schedules, & Risers	Oasis Park
OA-S1.1	Footing & Foundation Plan	Oasis Park
OA-S1.2	Roof Framing Plan	Oasis Park
OA-S2.1	Wall Framing Elevations	Oasis Park
P0 I0.1	Cover Sheet Drawing Index	Pocahontas Park

P0 I1.1	Removals / Existing Conditions Plan	Pocahontas Park
P0 I2.1	Overall Layout Plan	Pocahontas Park
P0 I2.2	Tennis Court Enlargement Plan	Pocahontas Park
P0 I2.3	Play Area Enlargement Plan	Pocahontas Park
P0 I3.1	Tennis Court Grading Enlargement	Pocahontas Park
P0 I3.2	Play Area Grading Enlargement	Pocahontas Park
P0 I4.1	Landscape Plan	Pocahontas Park
R0 I1.0	Demolition Plan	Rosebrook Park
R0 I2.0	Site Plan	Rosebrook Park
R0 I3.0	Grading Plan	Rosebrook Park
R0 I4.0	Planting Plan	Rosebrook Park
R0 I5.0	Utility Plan	Rosebrook Park
R0-a1.1	Title Sheet & Drawing Index	Rosebrook Park
R0-a2.1	Floor Plan	Rosebrook Park
R0-a2.1fe	Furniture & Equipment Plan	Rosebrook Park
R0-a2.1i	Furniture & Equipment Plan	Rosebrook Park
R0-a2.2	Roof Plan	Rosebrook Park
R0-a3.1	Exterior Elevations	Rosebrook Park
R0-a3.2	Exterior Elevations	Rosebrook Park
R0-a4.1	Exterior Elevations	Rosebrook Park
R0-a4.2	Exterior Elevations	Rosebrook Park
R0-a4.3	Exterior Elevations	Rosebrook Park
R0-a7.1	Interior Elevations	Rosebrook Park
R0-a7.2	Interior Elevations	Rosebrook Park
R0-a9.1	Reflected Ceiling Plan	Rosebrook Park
R0-e0.1	Electrical Legend & General Notes	Rosebrook Park
R0-e1.0	Electrical Site Plan & Details	Rosebrook Park
R0-e2.0	Lighting Plan	Rosebrook Park
R0-e2.1	Power & Auxiliary Plan	Rosebrook Park
R0-e3.0	Electrical Single Line Diagram & Schedules	Rosebrook Park
R0-m0.1	Mechanical Notes	Rosebrook Park
R0-m1.1	HVAC Plan	Rosebrook Park
R0-m2.1	Plumbing Plan	Rosebrook Park
R0-m3.1	Mechanical Details, Schedules, and Risers	Rosebrook Park
R0-S1.1	Footing & Foundation Plan	Rosebrook Park
R0-S1.2	Roof Framing Plan	Rosebrook Park
R0-S2.1	Wall Framing Elevations	Rosebrook Park
R0-S3.1	Sections	Rosebrook Park
SA I1.0	Demolition Plan	Sandcastle Park
SA I2.0	Site Plan	Sandcastle Park
SA I3.0	Grading Plan	Sandcastle Park
SA I4.0	Planting Plan	Sandcastle Park
SA I5.0	Utility Plan	Sandcastle Park

SA-a1.1	Title Sheet & Drawing Index	Sandcastle Park
SA-a2.1	Floor Plan	Sandcastle Park
SA-a2.1fe	Furniture & Equipment Floor Plan	Sandcastle Park
SA-a2.1i	Finishes Floor Plan	Sandcastle Park
SA-a2.2	Roof Plan	Sandcastle Park
SA-a3.1	Exterior Elevations	Sandcastle Park
SA-a3.2	Exterior Elevations	Sandcastle Park
SA-a4.1	Building Sections	Sandcastle Park
SA-a4.2	Wall Sections	Sandcastle Park
SA-a7.1	Interior Elevations	Sandcastle Park
SA-a7.2	Interior Elevations	Sandcastle Park
SA-a9.1	Reflected Ceiling Plan	Sandcastle Park
SA-e0.1	Electrical Legend & General Notes	Sandcastle Park
SA-e1.0	Electrical Site Plan & Details	Sandcastle Park
SA-e2.0	Lighting Plan	Sandcastle Park
SA-e2.1	Power & Auxiliary Plan	Sandcastle Park
SA-e3.0	Electrical Single Line Diagram & Schedules	Sandcastle Park
SA-m0.1	Mechanical Notes	Sandcastle Park
SA-m1.1	HVAC Plan	Sandcastle Park
SA-m2.1	Plumbing Plan	Sandcastle Park
SA-m3.1	Mechanical Details, Schedules, & Risers	Sandcastle Park
SA-S1.1	Footing & Foundation Plan	Sandcastle Park
SA-S1.2	Roof Framing Plan	Sandcastle Park
SA-S2.1	Wall Framing Elevations	Sandcastle Park
VI I0.1	Cover Sheet & Drawing Index	Villa Park
VI I1.1	Removals / Existing Conditions Plan	Villa Park
VI I2.1	Overall Layout Plan	Villa Park
VI I2.2	Building Area Enlargement Plan	Villa Park
VI I2.3	Hockey Rink Enlargement Plan	Villa Park
VI I3.1	Overall Grading/Utilities Plan	Villa Park
VI I3.2	Grading Enlargement Plan	Villa Park
VI I4.1	Landscape Plan	Villa Park
VI I5.1	Wood Dasher Board Details	Villa Park
VI-a1.1	Title Sheet & Drawing Index	Villa Park
VI-a2.1	Floor Plan	Villa Park
VI-a2.1fe	Furniture & Equipment Floor Plan	Villa Park
VI-a2.1i	Finishes Floor Plan	Villa Park
VI-a2.2	Roof Plan	Villa Park
VI-a3.1	Exterior Elevations	Villa Park
VI-a3.2	Exterior Elevations	Villa Park
VI-a4.1	Building Sections	Villa Park
VI-a4.2	Wall Sections	Villa Park
VI-a7.1	Interior Elevations	Villa Park

VI-a7.2	Interior Elevations	Villa Park
VI-a9.1	Reflected Ceiling Plan	Villa Park
VI-e0.1	Electrical Legend & General Notes	Villa Park
VI-e1.0	Electrical Site Plan & Details	Villa Park
VI-e2.0	Lighting Plan	Villa Park
VI-e2.1	Power & Auxiliary Plan	Villa Park
VI-e3.0	Electrical Single Line Diagram & Schedules	Villa Park
VI-m0.1	Mechanical Notes	Villa Park
VI-m1.1	HVAC Plan	Villa Park
VI-m2.1	Plumbing Plan	Villa Park
VI-m3.1	Mechanical Details, Schedules, & Risers	Villa Park
VI-S1.1	Footing & Foundation Plan	Villa Park
VI-S1.2	Roof Framing Plan	Villa Park
VI-S2.1	Wall Framing Elevations	Villa Park

5. Addendum 1 prepared by LHB, Inc. dated February 11, 2014
6. Addendum 2 prepared by LHB, Inc. dated February 25, 2014
7. Addendum 3 prepared by LHB, Inc. dated February 28, 2014

EXCLUSIONS:

Based on the updated Best Value PIPS bid philosophy, our proposal included only what the drawings and specifications show (as noted above) which may not be what the owner needs or intends. Currently the items listed below are excluded from our proposal.

1. Splash Pad foundations, underground plumbing, equipment and concrete slab to be by Owner direct with splash pad vendor.
2. Per our deduct pricing listed in the "Financial Summary" we have excluded work at Acorn Park, Central Park Lexington, all rinks except Lexington Park, and all other deduct pricing items listed in "Financial Summary".

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	We have assumed that the splash pad foundations, equipment and concrete slab is to be provided by the Owner. Thus, this scope of work is not included in our bid.
Solution / Strategy:	If our assumption was incorrect, we will solicit pricing from the vendor and present this to the Owner for approval and inclusion in a change order.

Assumption 2:	We are assuming that the Conformed Documents which will be issued by LHB, Inc. will be in line with the deduct pricing we have already completed during the Clarification Phase.
Solution / Strategy:	If our assumption was incorrect, we will submit pricing to the Owner for any additional or eliminated work shown on the Conformed Documents that was not included in the pricing completed during the Clarification Phase.

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Schedule of values	5/16/14		Knutson

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Issue Notice to Proceed	5/12/14	1 day/day	Owner
2	Issue Conformed Document Set	5/13/14	1 day/day	Architect

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Mark Custer	Knutson Construction/Project Manager	763.525.3007	mcuster@knutsonconstruction.com
2	Micah Vainikka	Knutson Construction/ Project Engineer	763.525.3082	mvainikka@knutsonconstruction.com
3	Joe Toronto	Knutson Construction / Superintendent	612.919.4808	jtonto@knutsonconstruction.com
4	Lonnie Brokke	Roseville Parks & Recreation / Director of Parks and Rec	651.792.7101	Lonnie.brokke@ci.roseville.mn.us
5	Jeff Evenson	City of Roseville / Parks Superintendent	651.792.7107	Jeff.evenson@ci.roseville.mn.us
6	Rick Shultz	Roseville Parks & Rec	651.792.7104	rick.schultz@ci.roseville.mn.us
7	Lauren Deal	Roseville Parks & Rec		
8	Sean McDonagh	Roseville Parks & Rec	651.792.7156	sean.mcdonagh@ci.roseville.mn.us
9	Brad Tullberg	Roseville Parks & Rec	651.792.7121	brad.tullber@ci.roseville.mn.us
10	Michael Schroeder	LHB, Inc.	612.868.2704	michael.schroeder@LHBcorp.com
11	Jake Smithwick	Arizona State University	480.965.4570	Jake.Smithwick@asu.edu
12	Ben Trousdale	LHB, Inc. / Shelter Architect	612.752.6939	ben.trousdale@lhbcorp.com
13	Jill Anfang	City of Roseville		jill.anfang@ci.roseville.mn.us

				n.us
14	Dan Lawrence	HCM Architects / Building Architect	612.904.1332	lawrence@hcmarchitects.com
15	Mike Manor	Mattson Macdonald Young / Structural Engineer	612.827.7825	mikem@mattsonmacdonald.com
16	Scott VanderHeiden	Emanuelson-Podas / Mechanical Engineer		svanderheiden@epinc.net
17	Cory Meier	Emanuelson-Podas / Electrical Engineer	952.540.4038	cmeier@epinc.net
18	Bill McKoskey	Horwitz / Mechanical contractor	763.235.9825	bmckoskey@horwitz-nsi.com
19	Mark Hawkins	Premier Electrical Corp / electrical contractor	763.424.6551	mhawkins@premiercorp.net
20	John Caroon	Carl Bolander & Sons / earthwork contractor	651.251.6133	johnc@bolander.com
21	Mark Laberee	Lan-De-Con / Landscape contractor	952.474.2260	mark.laberee@lan-de-con.com

EXHIBIT 1

Activity ID		Description	Early Start	Early Finish	Original Duration	2014																												2015																													
						APR				MAY				JUN				JUL				AUG				SEP				OCT				NOV				DEC				JAN				FEB				MAR				APR									
						31	07	14	21	28	05	12	19	26	02	09	16	23	30	07	14	21	28	04	11	18	25	01	08	15	22	29	06	13	20	27	03	10	17	24	01	08	15	22	29	05	12	19	26	02	09	16	23	02	09	16	23	30	06	13	20	27	
Lexington Park																																																															
1110	Construction Start		13MAY14 *		0	◆ Construction Star																																																									
1000	SWPPP		14MAY14	15MAY14	2d	▮ SWPPP																																																									
1010	Site demo & prep		16MAY14	22MAY14	5d	■ Site demo & prep																																																									
1020	Excavation & foundations		23MAY14	05JUN14	10d	■ Excavation & foundations																																																									
1040	Underground utilities		06JUN14	12JUN14	5d	■ Underground utilities																																																									
1050	SOG and framing		13JUN14	03JUL14	15d	■ SOG and framing																																																									
1060	Exterior windows, skin & roofing		04JUL14	31JUL14	20d	■ Exterior windows, skin & roofing																																																									
1070	Interior finishes		01AUG14	04SEP14	25d	■ Interior finishes																																																									
1080	Site finishes		19AUG14	08SEP14	15d	■ Site finishes																																																									
1120	Construction Completion (must finish by 9/1/14)			08SEP14	0	◆ Construction Completion (must finish by 9/1/14)																																																									
Sandcastle Park																																																															
9040	Construction Start (no constraints)		20MAY14 *		0	◆ Construction Start (no constraints)																																																									
9000	SWPPP		21MAY14	27MAY14	5d	■ SWPPP																																																									
9010	Site demo & prep		28MAY14	03JUN14	5d	■ Site demo & prep																																																									
9020	Excavation & foundations		04JUN14	17JUN14	10d	■ Excavation & foundations																																																									
9030	Underground utilities		18JUN14	24JUN14	5d	■ Underground utilities																																																									
9050	SOG and framing		25JUN14	15JUL14	15d	■ SOG and framing																																																									
9060	Exterior windows, skin & roofing		16JUL14	05AUG14	15d	■ Exterior windows, skin & roofing																																																									
9080	Site finishes		30JUL14	26AUG14	20d	■ Site finishes																																																									
9070	Interior finishes		06AUG14	26AUG14	15d	■ Interior finishes																																																									
9090	Construction Completion (must finish by 9/1/14)			26AUG14	0	◆ Construction Completion (must finish by 9/1/14)																																																									
Villa Park																																																															
10090	Construction Start (no constraints)		27MAY14 *		0	◆ Construction Start (no constraints)																																																									
10000	SWPPP		28MAY14	30MAY14	3d	▮ SWPPP																																																									
10010	Site demo & prep		02JUN14	06JUN14	5d	■ Site demo & prep																																																									
10020	Excavation & foundations		09JUN14	20JUN14	10d	■ Excavation & foundations																																																									
10030	Underground utilities		23JUN14	27JUN14	5d	■ Underground utilities																																																									
10040	SOG and framing		30JUN14	11JUL14	10d	■ SOG and framing																																																									
10050	Exterior windows, skin & roofing		14JUL14	01AUG14	15d	■ Exterior windows, skin & roofing																																																									
10060	Interior finishes		04AUG14	22AUG14	15d	■ Interior finishes																																																									
10070	Site finishes		25AUG14	09SEP14	12d	■ Site finishes																																																									
10130	Construction Completion (must finish by 9/1/14)			09SEP14	0	◆ Construction Completion (must finish by 9/1/14)																																																									
Pocahontas Park																																																															
11010	Construction Start		18AUG14 *		0	◆ Construction Start																																																									
11000	SWPPP		19AUG14	20AUG14	2d	▮ SWPPP																																																									
■ Early bar		Roseville Parks & Rec Renewal Program Bid Package A Clarification Phase Schedule April 30, 2014																																														Date				Revision				Checked				Approved			
▮ Progress bar																																																30APR14				update				MC				JT			
■ Critical bar																																																07APR14				update				MC				JT			
◆ Start milestone point																																																															
◆ Finish milestone point																																																															

Activity ID	Description	Early Start	Early Finish	Original Duration	2014																																																2015																												
					APR				MAY				JUN				JUL				AUG				SEP				OCT				NOV				DEC				JAN				FEB				MAR				APR																												
Autumn Grove	11020	Site demo & prep	21AUG14	25AUG14	3d	Site demo & pre																																																																											
	11080	Site finishes	26AUG14	08SEP14	10d	Site finishes																																																																											
	11090	Construction Completion		08SEP14	0	Construction Completion																																																																											
	Autumn Grove																																																																																
	1130	Construction Start	18AUG14 *		0	Construction Start																																																																											
	1090	SWPPP	19AUG14	25AUG14	5d	SWPPP																																																																											
	1100	Site demo & prep	26AUG14	01SEP14	5d	Site demo & prep																																																																											
	2000	Excavation & foundations	02SEP14	15SEP14	10d	Excavation & foundations																																																																											
	2060	Site finishes, playground/ballfields	02SEP14	29SEP14	20d	Site finishes, playground/ballfields																																																																											
	2010	Underground utilities	16SEP14	22SEP14	5d	Underground utilities																																																																											
	2030	SOG and framing	23SEP14	13OCT14	15d	SOG and framing																																																																											
	2080	Parkinglot	30SEP14	13OCT14	10d	Parkinglot																																																																											
	2040	Exterior windows, skin & roofing	14OCT14	10NOV14	20d	Exterior windows, skin & roofing																																																																											
2070	Site finishes around building	28OCT14	10NOV14	10d	Site finishes around building																																																																												
2050	Interior finishes	04NOV14	08DEC14	25d	Interior finishes																																																																												
2130	Construction Completion (less ext. painting)		08DEC14	0	Construction Completion (less ext. painting)																																																																												
2120	Exterior painting	01APR15 *	07APR15	5d																																																	Exterior painting																												
Oasis Park																																																																																	
7090	Construction Start	25AUG14 *		0	Construction Star																																																																												
7000	SWPPP	26AUG14	01SEP14	5d	SWPPP																																																																												
7010	Site demo & prep	02SEP14	10SEP14	7d	Site demo & prep																																																																												
7020	Excavation & foundations	11SEP14	24SEP14	10d	Excavation & foundations																																																																												
7030	Underground utilities	25SEP14	01OCT14	5d	Underground utilities																																																																												
7040	Basketball court	02OCT14	15OCT14	10d	Basketball court																																																																												
7050	SOG and framing	02OCT14	22OCT14	15d	SOG and framing																																																																												
7080	Site finishes	02OCT14	05NOV14	25d	Site finishes																																																																												
7060	Exterior windows, skin & roofing	23OCT14	12NOV14	15d	Exterior windows, skin & roofing																																																																												
7130	Site finishes at new bldg	06NOV14	19NOV14	10d	Site finishes at new bldg																																																																												
7070	Interior finishes	13NOV14	03DEC14	15d	Interior finishes																																																																												
7150	Construction Completion (less ext painting)		03DEC14	0	Construction Completion (less ext painting)																																																																												
7140	Exterior painting	01APR15 *	07APR15	5d																																																	Exterior painting																												
Rosebrook Park																																																																																	
8040	Construction Start	01SEP14 *		0	Construction Start																																																																												
8000	SWPPP	02SEP14	08SEP14	5d	SWPPP																																																																												
8010	Site demo & prep	09SEP14	17SEP14	7d	Site demo & prep																																																																												

Early bar Progress bar Critical bar Start milestone point Finish milestone point	Roseville Parks & Rec Renewal Program Bid Package A Clarification Phase Schedule April 30, 2014	<table><tr><th>Date</th><th>Revision</th><th>Checked</th><th>Approved</th></tr><tr><td>30APR14</td><td>update</td><td>MC</td><td>JT</td></tr><tr><td>07APR14</td><td>update</td><td>MC</td><td>JT</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table>	Date	Revision	Checked	Approved	30APR14	update	MC	JT	07APR14	update	MC	JT																
Date	Revision	Checked	Approved																											
30APR14	update	MC	JT																											
07APR14	update	MC	JT																											

[illegible]

City of Roseville
Construction – Proposal Package A (Shelters)
Best Value Selection Summary

Section 1: Summary of Scores

Raw Data							Points			
No	Criteria	Possible Points	A-1	A-2	A-3	A-4	A-1	A-2	A-3	A-4
1	Cost Proposal – Total Base	250	\$10,451,808	\$9,409,000	\$9,306,039	\$10,022,900	222.6	247.3	250.0	232.1
2	Interview Rating	350	8.1	5.8	5.6	5.8	350.0	253.4	241.4	253.4
3	Risk Plan Rating	150	9.2	5.0	5.0	5.0	150.0	81.8	81.8	81.8
4	Project Capability Plan Rating	100	10.0	9.2	5.0	7.5	100.0	91.7	50.0	75.0
5	Value Added Plan Rating	100	7.5	5.8	5.8	5.0	100.0	77.8	77.8	66.7
6	PPI	50	9.9	10.0	9.9	9.8	49.5	50.0	49.5	49.0
Total Available Points 1000							972	802	750	758

Section 2: Ranking

Proposer	Total Score	Difference
A-1	972	--
A-2	802	170
A-4	758	44
A-3	750	8

Section 3: Committee Ratings

Risk Plan Ratings					Capability Plan Ratings					Value-Added Proposal Ratings				
Evaluator	A-1	A-2	A-3	A-4	Evaluator	A-1	A-2	A-3	A-4	Evaluator	A-1	A-2	A-3	A-4
Evaluator 1	10	5	5	5	Evaluator 1	10	10	5	5	Evaluator 1	5	5	5	5
Evaluator 2	10	5	5	5	Evaluator 2	10	10	5	5	Evaluator 2	10	5	5	5
Evaluator 3	10	5	5	5	Evaluator 3	10	5	5	5	Evaluator 3	5	5	5	5
Evaluator 4	5	5	5	5	Evaluator 4	10	10	5	10	Evaluator 4	5	5	5	5
Evaluator 5	10	5	5	5	Evaluator 5	10	10	5	10	Evaluator 5	10	5	5	5
Evaluator 6	10	5	5	5	Evaluator 6	10	10	5	10	Evaluator 6	10	10	10	5
Average	9.2	5.0	5.0	5.0	Average	10.0	9.2	5.0	7.5	Average	7.5	5.8	5.8	5.0

Project Manager Interview Ratings					Site Superintendent Interview Ratings					Cost Estimator				
Evaluator	A-1	A-2	A-3	A-4	Evaluator	A-1	A-2	A-3	A-4	Evaluator	A-1	A-2	A-3	A-4
Evaluator 1	10	5	5	5	Evaluator 1	5	5	5	5	Evaluator 1	5	5	5	5
Evaluator 2	10	5	5	5	Evaluator 2	10	5	5	5	Evaluator 2	10	5	5	5
Evaluator 3	10	5	5	5	Evaluator 3	5	5	5	5	Evaluator 3	5	5	5	5
Evaluator 4	10	5	5	5	Evaluator 4	10	5	5	5	Evaluator 4	5	5	5	5
Evaluator 5	10	5	5	5	Evaluator 5	5	5	5	5	Evaluator 5	5	5	5	5
Evaluator 6	10	10	10	10	Evaluator 6	10	10	5	10	Evaluator 6	10	10	10	10

Package C Documents

Harriet Alexander Nature Center Improvements

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the ____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Black and Dew (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

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

**City of Roseville Parks and Recreation Renewal Program
Proposal Package C Harriet Alexander Nature Center
Roseville Project Number: 010-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$254,600.00. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

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

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package C Plans
 - Proposal Package C Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

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

ARTICLE 6. MISCELLANEOUS

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

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

THE CITY OF ROSEVILLE

CONTRACTOR:

Black and Dew
2586 7th Avenue East #301
North St. Paul MN, 55109

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER
ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR
ADDRESS FOR GIVING NOTICES:

Black and Dew
2586 7th Avenue East #301
North St. Paul MN, 55109

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville

Package C: Harriet Alexander Nature Center

PRE AWARD DOCUMENT

Prepared By: Black|Dew

04.29.14

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
1	Replace Small Section Of Gutter Scheduled To Remain	\$700.00
2	Use Owner's HVAC System For Temporary Heating During Construction	<\$3,800.00>
<i>Total Approved Value Added Options:</i>		<i>\$<\$3,100.00></i>

Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
1	Provide 3'-6" Door @ B05 In Lieu Of 3'-0"	\$ No Cost
<i>Total Approved Client Scope</i>		<i>\$0</i>

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$257,700.00
2	Total Approved Value Added Options	<\$3,100.00>
3	Total Client Requested Scope Changes	\$No Cost
Final Project Cost		\$254,600.00

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
1	Replace Small Section Of Gutter Scheduled To Remain	No Change
2	Use Owner's HVAC System For Temporary Heating During Construction	No Change
<i>Total Approved Value Added Options:</i>		<i>No Change</i>

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
1	Provide 3'-6" Door @ B05 In Lieu Of 3'-0"	No Change
<i>Total Approved Client Scope</i>		<i>No Change</i>

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	231
2	Total Approved Value Added Options (Days)	0
3	Total Client Requested Scope Changes (Days)	0
Final Project Duration		231

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying **major** activities and actions/decisions required from the client

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed	1	5.12.13	5.13.13
2	Procurement/Long Lead Items	75	5.14.14	8.26.14
3	Exterior Repairs & Select HVAC (May Fluctuate To Accommodate Program At Facility)	25	6.2.14	7.4.14
4	Exterior Painting (May Fluctuate To Accommodate Program At Facility)	5	6.9.14	6.13.14
5	Display Storage By Owner	14	10.28.14	11.16.14
6	Demo-Lower Level	4	11.17.14	11.20.14
7	Demo-Upper Level	4	11.19.14	11.24.14
8	Construction-Lower Level	21	11.21.14	12.19.14
9	Construction-Upper Level	21	11.25.14	12.23.14
10	Interior Finishes	14	12.19.14	1.7.15
11	Clean	2	1.8.15	1.9.15
12	Substantial Completion	1	1.9.15	1.10.15
13	Final Payment	14	1.9.15	1.23.15

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	Potential damage of interior owner items currently in place. This includes furniture, animal mounts, aquariums etc.
Solution / Strategy:	During our site review with staff, we identified pieces that were to be removed and also storage spaces within the facility to limit the moving, and avoid the potential for any damage. The owner will be responsible for moving all of the display items. We have budgeted 2 weeks in our schedule for this activity and show a completion date for moving of 11.16.14.
Identified Risk 2:	Potential tree and bituminous trail damage as the building is 150 feet from the nearest parking area.
Solution / Strategy:	We met on-site with the staff of the facility and discussed documenting the bituminous trail to ensure current conditions are understood. We do not believe we will damage the trail based on discussions regarding current usage, but in the event damage occurs, B D and the owner will have an accurate record of pre-existing condition. Any damage created by our construction activities will be correct at no cost to the owner.
Identified Risk 3:	Potential injury to Visitors by entering the construction area
Solution / Strategy:	We will utilize best practices and signage to clearly identify the on-going construction both during the exterior work and also the interior work.
Identified Risk 4:	Potential staging/parking issue with Boardwalk Contractor for Package D
Solution / Strategy:	We understand the schedule for the boardwalk project and do not believe this to be a risk. The Package D contractor will likely access their work area by using the gravel path and our access will be primarily at the bituminous path. In Addition, the Package D contractor anticipates starting in August and being completed by the end of September, which will not overlap with our schedule.
Identified Risk 5:	Interruption of Programming At Facility During Our Constriction Activities
Solution / Strategy:	We met with the facility staff and better understand the reoccurring activities hosted at the building that were not previously communicated. At this meeting, the staff indicated we would be issued a schedule of events from the owner. Once we receive this information, we will accommodate the reoccurring activities by focusing our efforts away from spaces where visitors may be, and in advance of visitors we will clean and make area safe. Based on the information provided by the staff, the events were small, could be rescheduled as needed, and infrequent, which leads us to believe the change in occupancy plans during construction does not pose a risk to our schedule, costs, or customer satisfaction.

SECTION 5 – SCOPE OVERVIEW

A clear description of “what’s in” and “what’s out” of the scope.

What’s In:

- All Work Identified In The Documents
- Gutter Replacement At Location Scheduled To Remain
- 3’-6” door In Lieu Of 3’-0” Door At Opening B05
- Adjusting the published Schedule As Required To Accommodate Programming

What’s Out:

- Alternate# 1- HVAC Work Elimination
- Alternate# 2- Front Entrance Work Addition

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	The Work Schedule As Presented In The Documents Is Accurate.
Solution / Strategy:	We met with the facility staff and better understand the reoccurring activities hosted at the building that were not previously communicated. At this meeting, the staff indicated we would be issued a schedule of events from the owner. Once we receive this information, we will accommodate the reoccurring activities by focusing our efforts away from spaces where visitors may be, and in advance of visitors we will clean and make area safe. Based on the information provided by the staff, the events were small, could be rescheduled as needed, and infrequent, which leads us to believe the change in occupancy plans during construction does not pose a risk to our schedule, costs, or customer satisfaction.

Assumption 2:	Fragile Interior Displays Will Be Relocated As Required For Construction By Owner.
Solution / Strategy:	We have met with the owner and developed a plan to move and store the vast majority on-site. The owner will move the display pieces to the kitchen space, and potentially send the animals to the taxidermist for cleaning if space is limited in the kitchen area. Our schedule allocated a 2 week period for moving activities and considers completing moving by 11.16.14. If moving is not completed by this date, our start date could be delayed, and subsequently our completion date could be pushed out. We do not see any potential for this to impact costs to the project.

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1				

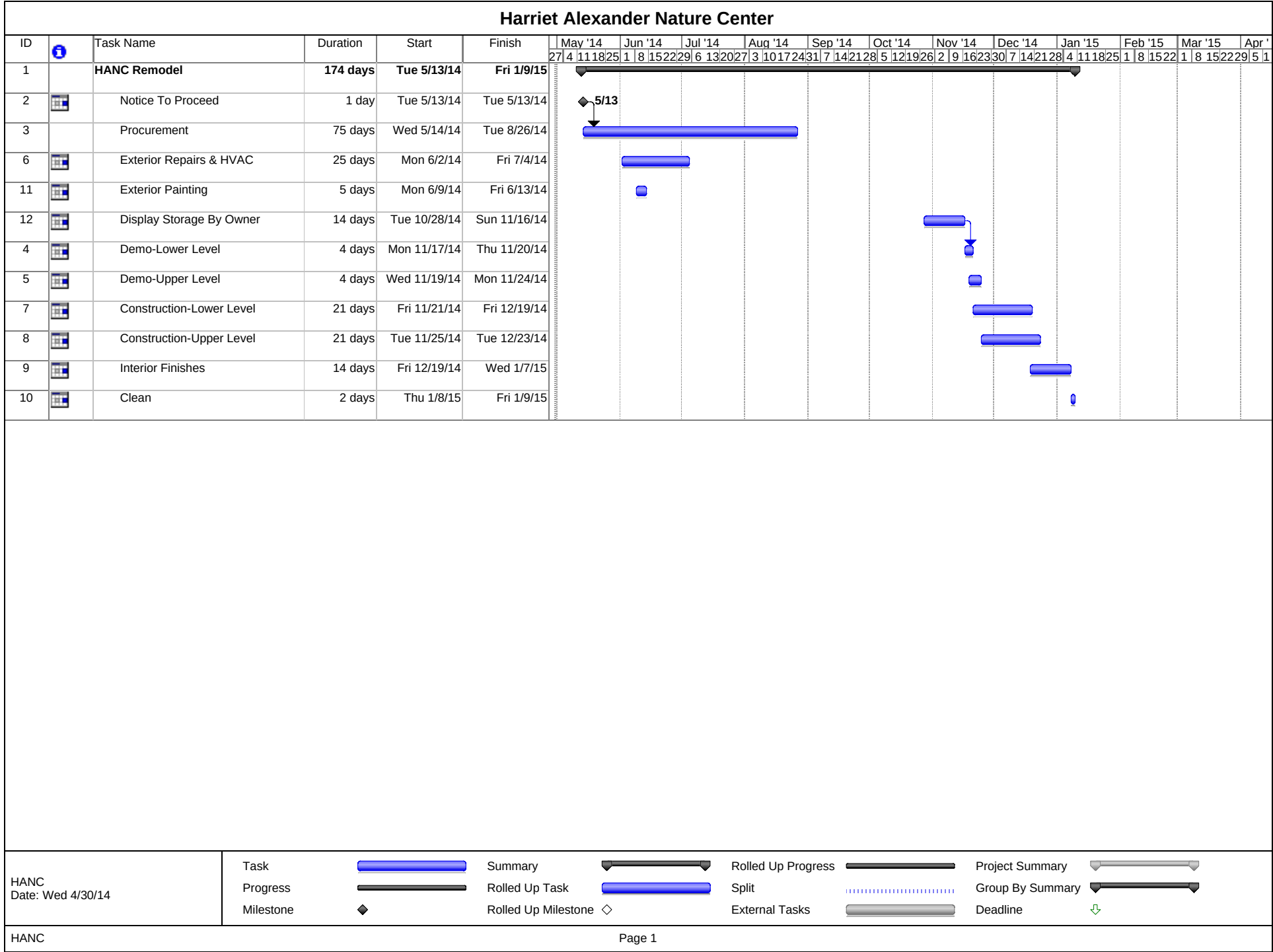
Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Notice To Proceed	Approx. 5.13.14	NA	Owner
2	Display Storage By Owner	11.16.14	Unknown- Minimal	Owner

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Jeff Evenson	Roseville Parks Sup't	651.792.7107	jeff.evenson@ci.roseville.mn.us
2	Jim French/ Mark Denhartigh	Black Dew- PM/Sup't	651.236.8807/ 612.363.2935	jfrench@black-dew.com
3	Pete Tourek	Peoples Electric/PM	651.602.6822	peter.tourek@peoplesco.com
4	Clark Grotte	Sun Mechanical/PM	763.274.2866	kellygr@sunmech.net



City of Roseville

Construction – Proposal Package C (Harriet Alexander Nature Center)

Best Value Selection Summary

April 8, 2014

Section 1: Summary of Scores

Raw Data					Points	
No	Criteria	Possible Points	C-1	C-2	C-1	C-2
1	Cost Proposal – Total Base	250	\$276,500	\$257,700	233.0	250.0
2	Interview Rating	350	6.7	6.7	350.0	350.0
3	Risk Plan Rating	150	5.0	5.0	150.0	150.0
4	Project Capability Plan Rating	100	6.7	9.2	72.7	100.0
5	Value Added Plan Rating	100	6.7	5.0	100.0	75.0
6	PPI	50	9.9	10.0	49.5	50.0
Total Available Points		1000			955	975

Section 2: Ranking

Proposer	Total Score	Difference
C-2	975	--
C-1	955	20

Section 3: Committee Ratings

Risk Plan Ratings			Capability Plan Ratings			Value-Added Proposal Rating		
Evaluator	C-1	C-2	Evaluator	C-1	C-2	Evaluator	C-1	C-2
Evaluator 1	5	5	Evaluator 1	5	10	Evaluator 1	5	5
Evaluator 2	5	5	Evaluator 2	5	10	Evaluator 2	10	5
Evaluator 3	5	5	Evaluator 3	10	10	Evaluator 3	10	5
Evaluator 4	5	5	Evaluator 4	5	5	Evaluator 4	5	5
Evaluator 5	5	5	Evaluator 5	10	10	Evaluator 5	5	5
Evaluator 6	5	5	Evaluator 6	5	10	Evaluator 6	5	5
Average	5.0	5.0	Average	6.7	9.2	Average	6.7	5.0

PM Interview Ratings		
Evaluator	C-1	C-2
Evaluator 1	10	10
Evaluator 2	5	5
Evaluator 3	5	5
Evaluator 4	5	5
Evaluator 5	10	10
Evaluator 6	5	5
Average	6.7	6.7

Package D Documents

Bridges and Boardwalk

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Janke General Contractors (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

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

**City of Roseville Parks and Recreation Renewal Program
Proposal Package D Bridges and Boardwalk
Roseville Project Number: 002-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$513,467.50. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

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

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package D Plans
 - Proposal Package D Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

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

ARTICLE 6. MISCELLANEOUS

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

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

THE CITY OF ROSEVILLE

CONTRACTOR:
Janke General Contractors
1223 River View Lane
Athens WI 54411

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER
ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR
ADDRESS FOR GIVING NOTICES:

Janke General Contractors
1223 River View Lane
Athens WI 54411

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville

Package D: Bridges and Harriet Alexander Nature Center (HANC) Boardwalk

PRE AWARD DOCUMENT

Prepared By: Janke General Contractors, Inc.

4/30/2014

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
1	Galvanized Steel	\$34,700.00
2	Screw Jack System	\$6,530.00
<i>Total Approved Value Added Options:</i>		\$41,230.00

Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
<i>Total Approved Client Scope Changes:</i>		

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$472,237.50
2	Total Approved Value Added Options	\$41,230.00
3	Total Client Requested Scope Changes	\$0
Final Project Cost		\$513,467.50

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
1	Galvanized Steel	0
2	Screw Jack System	0
<i>Total Approved Value Added Options:</i>		<i>0</i>

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
<i>Total Approved Client Scope Changes:</i>		<i>0</i>

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	112
2	Total Approved Value Added Options (Days)	0
3	Total Client Requested Scope Changes (Days)	0
Final Project Duration		112

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying ***major*** activities and actions/decisions required from the client

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed	1	5/12/14	5/12/14
2	Shop Drawings/Engineering	21	5/13/14	6/3/14
3	Shop Drawing Approval	14	6/3/14	6/17/14
4	Fabrication	49	6/17/14	8/5/14
5	Installation	28	8/5/14	9/2/14
6	Owner Acceptance	1	9/2/14	9/2/14
7	Substantial Completion	1	9/2/14	9/2/14
8	Final Payment	7	9/2/14	9/9/14

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	The weather is a potential problem with the project due to its location. There could be severe rain and flooding with the spring thaw; which would make the site temporarily inaccessible.
Solution / Strategy:	As the contractor we have the capabilities to prefabricate the system in a controlled environment. Prefabrication possibly allows installation to occur after the weather subsides. If the bad weather extends out into the time frame that would delay substantial completion, we would determine if it's possible to increase crew size and/or delay project completion. As the Contractor, we would only request to delay if working through the weather would result in a less superior product.
Identified Risk 2:	As the contractor, we try to self-perform and manufacture to the greatest extent possible to reduce delays. We do need to purchase certain material and services such as timber, raw metal and galvanizing. The galvanizing and timber goods specifically are very unpredictable on lead times as they are dependent on the market at the time.
Solution / Strategy:	We would contact the suppliers and galvanizers as soon as possible to find out expected lead times. We would purchase the items available and review current lead times. If lead times are too great, we would move onto the next supplier/galvanizer and determine if we can divide the orders among multiple suppliers.

SECTION 5 – SCOPE OVERVIEW

Janke General Contractors, Inc., is pleased to have the opportunity to provide our costs to the City of Roseville for the 2012-2016 Parks and Recreation Renewal Program. Proposal Package D: Bridges and Harriet Alexander Nature Center (HANC) Boardwalk

Janke General Contractors offers many years' experience in fabrication as well as the installation of boardwalks and bridges. With that said, we are very confident that our numbers are competitive. We have made no assumptions. Our unique method is steel framing with wood joists, along with being able to fabricate the steel components in-house.

Below is a breakdown of our cost.

• Mobilization	\$30,300.00
• Engineering	\$ 4,000.00
• Soil Boring	\$10,000.00
• Survey	\$ 6,000.00
• Boardwalk Materials	\$93,473.00
• Boardwalk Shop Fabrication	\$24,382.00
• Boardwalk Installation in Field	\$75,415.00
• Boardwalk Base Bid Painted Steel	\$12,934.00
• Pedestrian Bridges Material	\$57,420.00
• Pedestrian Bridges Installation	\$77,580.00
Overhead and Profit	\$80,733.50
Total	\$472,237.50
• Option Galvanized Steel	\$34,700.00
• Option Screw Jack System	\$ 6,530.0

Included in our price

- Painted Steel Framing
- Wood Joists
- Wood Deck
- Teaching Platform per plan
- Concrete pavilion per plan
- Engineering
- 3 bridges on shallow footing up to 15 foot
- Pedestrian Loading
- Adjustable legs boardwalk +/- 6 inches
- Tree and Brush Removal
- Erosion Control
- Soil Borings
- All Hardware

Excluded in our Price

- Boardwalk Above 30 inches high at the top of boardwalk
- Boardwalk Anchors
- Galvanizing but have provided an optional price
- Railing on boardwalk except as shown on plan
- Vehicle loading

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	None Taken
Solution / Strategy:	N/A

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Shop Drawings	6/3/14	Time	Janke
2	Fabrication	8/5/14	Time	Janke
3	Installation	9/2/14	Time	Janke

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Shop Drawing Approval	6/17/14	Time	Owner

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Tyler Stieber	Janke General Contractors, Project Manager	715-551-5070	tstieber@jankegeneral.com
2	Steve Janke	Janke General Contractors, Owner	715-574-6137	sjanke@jankegeneral.com
3	Tracy Zettler	Janke General Contractors, Foreman	715-574-8171	tzettler@jankegeneral.com

City of Roseville
Construction – Proposal Package D (Bridges)
Best Value Selection Summary

April 8, 2014

Section 1: Summary of Scores

Raw Data							Points			
No	Criteria	Possible Points	D-1	D-2	D-3	D-4	D-1	D-2	D-3	D-4
1	Cost Proposal – Total Base	250	\$802,655	\$472,238	\$686,555	\$653,272	147.1	250.0	172.0	180.7
2	Interview Rating	350	5.4	6.7	6.3	8.8	216.7	266.7	250.0	350.0
3	Risk Plan Rating	150	5.8	5.8	5.0	5.8	150.0	150.0	128.6	150.0
4	Project Capability Plan Rating	100	5.0	5.8	5.0	9.2	54.5	63.6	54.5	100.0
5	Value Added Plan Rating	100	5.8	5.8	5.0	5.0	100.0	100.0	85.7	85.7
6	PPI	50	7.5	9.5	10.0	9.8	37.5	47.5	50.0	49.0
Total Available Points			706	878	741	915				

Section 2: Ranking

Proposer	Total Score	Difference
D-4	915	--
D-2	878	37
D-3	741	137
D-1	706	35

Section 3: Committee Ratings

Risk Plan Ratings					Capability Plan Ratings					Value-Added Proposal Ratings				
Evaluator	D-1	D-2	D-3	D-4	Evaluator	D-1	D-2	D-3	D-4	Evaluator	D-1	D-2	D-3	D-4
Evaluator 1	5	5	5	5	Evaluator 1	5	5	5	10	Evaluator 1	5	5	5	5
Evaluator 2	5	5	5	5	Evaluator 2	5	5	5	10	Evaluator 2	5	5	5	5
Evaluator 3	10	10	5	5	Evaluator 3	5	10	5	10	Evaluator 3	5	10	5	5
Evaluator 4	5	5	5	5	Evaluator 4	5	5	5	5	Evaluator 4	5	5	5	5
Evaluator 5	5	5	5	10	Evaluator 5	5	5	5	10	Evaluator 5	10	5	5	5
Evaluator 6	5	5	5	5	Evaluator 6	5	5	5	10	Evaluator 6	5	5	5	5
Average	5.8	5.8	5.0	5.8	Average	5.0	5.8	5.0	9.2	Average	5.8	5.8	5.0	5.0

Project Manager Interview Ratings					Cost Estimator				
Evaluator	D-1	D-2	D-3	D-4	Evaluator	D-1	D-2	D-3	D-4
Evaluator 1	10	5	10	10	Evaluator 1	5	5	10	10
Evaluator 2	5	10	5	10	Evaluator 2	5	5	5	10
Evaluator 3	5	10	10	10	Evaluator 3	5	5	5	10
Evaluator 4	5	10	5	10	Evaluator 4	5	10	5	10
Evaluator 5	5	5	5	10	Evaluator 5	5	5	5	5
Evaluator 6	5	5	5	5	Evaluator 6	5	5	5	5

Vendor	D-1	D-2	D-3	D-4
Overall	5.4	6.7	6.3	8.8

Package E Documents

Lighting System Installation, including Courts, Rinks and Lake Bennett Trail Lighting

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Peterson Companies, Inc. (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

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

**City of Roseville Parks and Recreation Renewal Program
Proposal Package E Lighting and Controls
Roseville Project Number: 003-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$404,620.00. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

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

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package E Plans
 - Proposal Package E Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

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

ARTICLE 6. MISCELLANEOUS

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

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

THE CITY OF ROSEVILLE

CONTRACTOR:
Peterson Companies, Inc.
8326 Wyoming Trail
Chisago City, MN 55013

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER

ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR

ADDRESS FOR GIVING NOTICES:

Peterson Companies, Inc.
8326 Wyoming Trail
Chisago City, MN 55013

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville

Package E: Lighting and Controls

PRE AWARD DOCUMENT

Prepared By: Peterson Companies

March 19, 2014

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
<i>Total Approved Value Added</i>		<i>\$0.00</i>

Client Requested Scope Changes

NO	DESCRIPTION		DURATION
1	Price to provide and install a lighting control system in lieu of the City-supplied control link system. The new system will include lighting contactor cabinet with manual override switch, mechanical time clock with battery back-up, photocell and remote push button with timing relay. Hockey rinks will include conduit and wire for push button not included in original contract documents. * See attached sheet for breakdown between parks.	ADD	\$26,845.00
2	Add flashing warning light system to all courts and rinks in Item 1.	ADD	\$3,550.00
3	Sandcastle Park – remove/dispose of rink lights and replace with City-supplied lights. Relamp.	ADD	\$980.00
4	Eliminate Dale West	DEDUCT	(\$10,000.00)
5	Central Park BL – eliminate parking lot lighting Type A, A1 and B and sign connection.	DEDUCT	(\$26,785.00)
6	Central Park BL – eliminate new service and 4" PVC telecom conduit.	DEDUCT	(\$8,325.00)
7	Central Park BL – unit price to eliminate pedestals: 17 ea @ \$1,950/ea =	DEDUCT	(\$33,150.00)
8	Central Park BL – replace existing 400A switch board in existing cabinet with 400A panel board, including disconnect and reconnect to all existing loads. Panel to have minimum (12) spaces for future loads.	ADD	3,800.00
Total Approved Client Scope Changes:			(\$43,085.00)

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$447,705.00
2	Total Approved Value Added Options	\$0.00
3	Total Client Requested Scope Changes	(\$43,085.00)
Final Project Cost		\$404,620.00

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options: No changes to specified Project Schedule.

NO	DESCRIPTION	DURATION
	<i>Total Approved Value Added</i>	<i>0</i>

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
	<i>Total Approved Client Scope</i>	<i>0</i>

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	
2	Total Approved Value Added Options (Days)	
3	Total Client Requested Scope Changes (Days)	
	Final Project Duration	0

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying **major** activities and actions/decisions required from the client

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed – By Owner			
2	Long Lead Items			
3	Major Construction Activity			
	1.01 Acorn Park Hockey Rink Lights	10 days		
	1.02 Autumn Grove Hockey Rink, Tennis Courts	20 days		
	1.03 Bruce Russell Park Tennis & Basketball Court Lighting	16 days		
	1.04 Central Park/Bennett Lake Site Lighting/Pedestals/Parking Lot Lighting (Note: all activities are dependent on Bid Package A Contractor's schedule.)	60 working days		
	1.05 Central Park Victoria East Ball Fields	30 working days		
	1.06 Evergreen Park Tennis Courts	10 days		
	1.07 Howard Johnson Park Tennis Courts	13 working days		
	1.08 Lexington Park Hockey Rink	10 working days		
	1.09 Pocahontas Park Tennis Courts	16 working days		
	1.10 Rosebrook Park Soccer and Tennis Courts	10 working days		
	1.11 Sandcastle Skate Area	5 working days		
	1.12 Villa Park B-dale Field	5 working days		
	1.13 Villa Park Hockey Rink	15 working days		
	1.14 Central Park Dale West/Legion Field	10 working days		
NOTE:	All start dates to be determined by Owner			

Determining factors for all parks excepting 1.04 Central Park/Bennett Lake:

1. Owner's ability to close park at rink, court or field.
2. Owner's supplied Musco Sports lighting equipment delivery.
3. Other bid package's work coordination, i.e. court resurfacing, hockey boards, field maintenance, etc.
4. Ground conditions / weather.

STDF for Central Park:

1. Bid Package A subgrading / project schedule.
2. Utility coordination for electrical service.
3. Halophane pole delivery.
4. Owner supplied trail pole delivery.

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	Owner-supplied equipment delivery.
Solution / Strategy:	Order equipment ASAP/review and return submittals in a timely fashion.
Identified Risk 2:	Weather
Solution / Strategy:	Do work as soon as permitted to allow for contingency days. Multiple sites at a time.
Identified Risk 3:	Unexpected soil conditions/ground water
Solution / Strategy:	Do work as soon as permitted to allow for contingency days. Multiple sites at a time.
Identified Risk 4:	Coordination with Bid Package A on Central Park
Solution / Strategy:	Must be included/involved in Bid Package A final schedule plan.
Identified Risk 5:	Coordination with other Bid Packages on Tennis Courts/Hockey Rinks
Solution / Strategy:	Proper communication is all that is needed here.

SECTION 5 – SCOPE OVERVIEW

A clear description of “what’s in” and “what’s out” of the scope.

Bennett Lake:

Work includes:

- Electrical permits
- Electrical service
- Utility coordination
- Light pole foundations/grounding
- Supply and install conduit/wire
- Make final connections

Work excludes:

- Any permits beyond electrical (if required)
- City-supplied fixtures, poles and anchor bolts
- Any work related to Amphitheater
- Utility fees of any kind (if any)

All Other Parks:

Work includes:

- Electrical permits
- Receiving/storage of City-supplied Musco equipment
- Musco pole foundations installation
- Supply and install conduit and wire
- Pole install
- Start-up/commissioning

Work excludes:

- Any permits non-electrical (if required)
- Unforeseen soil conditions
- Musco equipment of any kind
- Path lights by Owner

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	Reasonable site access and durations
Solution / Strategy:	If our assumption was incorrect, we will....try to comply to the best of our ability.

Assumption 2:	Bid Package A coordination/involvement
Solution / Strategy:	If our assumption was incorrect, we will....try to comply.

Assumption 3:	Reasonable soil conditions/water table
Solution / Strategy:	If our assumption was incorrect, we will....immediately notify Owner, complete Engineering review with cost impacts.

Assumption 4:	Reasonable Owner supplied material delivery
Solution / Strategy:	If our assumption was incorrect, we will....try to comply.

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

*See note below

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Provide official site addresses for permit purposes.			
2	Choose start dates for each park/close project area activities			
3	Provide delivery status for Owner supplied equipment			
4	Provide shop drawings of Owner supplied equipment			
5	Provide other Bid Package's schedule			
6	Provide key and park personnel contacts			
7	Review and release shop drawings			

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Permitting / site review			
2	Order Halophane poles / shop drawings			
3	Review and release shop drawings			
4	Utility coordination			
5	Access and contact coordination			
6	Delivery coordination			
7	Make schedule upon receipt of park availability, other work and delivery schedule			
8	Bid Package A coordination			

*This area will be completed as project schedule is finalized.

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Brian Palmer	Project Manager	612-363-3104	bpalmer@killmerelectric.com
2	Dave Palmer	Site Foreman	612-363-3105	
3	Jim Larson, Jr.	Safety Director/Asst. PM	612-363-4124	jl Larson@killmerelectric.com

City of Roseville
Construction – Proposal Package E (Lighting)
Best Value Selection Summary

March 13, 2014

Section 1: Summary of Scores

Raw Data				Points
No	Criteria	Possible Points	Firm E-1	Firm E-1
1	Cost Proposal – Total Base	250	\$447,705	250.0
2	Interview Rating	350	5.5	350.0
3	Risk Plan Rating	150	4.3	150.0
4	Project Capability Plan Rating	100	5.0	100.0
5	Value Added Plan Rating	100	4.3	100.0
6	PPI	50	6.5	50.0
Total Available Points		1000		1000

Section 2: Ranking

N/A

Section 3: Committee Ratings

Project Manager Interview Ratings

Evaluator	Vendor 1
Evaluator 1	5
Evaluator 2	5
Evaluator 3	5
Evaluator 4	10
Evaluator 5	10
Evaluator 6	5

Site Superintendent Interview Ratings

Evaluator	Vendor 1
Evaluator 1	5
Evaluator 2	5
Evaluator 3	5
Evaluator 4	1
Evaluator 5	5
Evaluator 6	5

Risk Plan Ratings

Evaluator	Vendor 1
Evaluator 1	5
Evaluator 2	1
Evaluator 3	5
Evaluator 4	5
Evaluator 5	5
Evaluator 6	5
Average	4.3

Capability Plan Ratings

Evaluator	Vendor 1
Evaluator 1	5
Evaluator 2	5
Evaluator 3	5
Evaluator 4	5
Evaluator 5	5
Evaluator 6	5
Average	5.0

Value-Added Proposal Ratings

Evaluator	Vendor 1
Evaluator 1	5
Evaluator 2	1
Evaluator 3	5
Evaluator 4	5
Evaluator 5	5
Evaluator 6	5
Average	4.3

Package F Documents

Tennis Court Reconstruction and/or Resurfacing

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Bituminous Roadways, Inc. (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

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

**City of Roseville Parks and Recreation Renewal Program
Proposal Package F Tennis Court Improvements
Roseville Project Number: 004-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$663,190.50. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

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

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package F Plans
 - Proposal Package F Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

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

ARTICLE 6. MISCELLANEOUS

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

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

THE CITY OF ROSEVILLE

CONTRACTOR:

Bituminous Roadways, Inc.
1520 Commerce Drive
Mendota Heights, MN 55120

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER

ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR

ADDRESS FOR GIVING NOTICES:

Bituminous Roadways, Inc.
1520 Commerce Drive
Mendota Heights, MN 55120

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville
Package F – Tennis Courts

PRE AWARD DOCUMENT

Prepared By: Bituminous Roadways, Inc.

April 30, 2014

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
1	Provide Douglas Sports Equipment	(\$648.50)
2	Reclaim existing courts, in lieu of mill & overlay	\$61607.50
3	Change fencing pipe to Schedule 30, in lieu of 40	(\$1,500.00)
4	Air drive all pipes except corners, gate & bangboard posts	(\$2,300.00)
<i>Total Approved Value Added Options:</i>		<i>\$57,159.00</i>

Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
1	Change Sandcastle to a mill & overlay in lieu of new construction.	(\$54,700.00)
2	Reclaim Sandcastle in lieu of mill & overlay.	\$12,231.50
<i>Total Approved Client Scope Changes:</i>		<i>(\$42,468.50)</i>

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$648,500.00
2	Total Approved Value Added Options	\$57,159.00
3	Total Client Requested Scope Changes	(\$42,468.50)
Final Project Cost		\$663,190.50

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
<i>Total Approved Value Added Options:</i>		

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
1		
<i>Total Approved Client Scope Changes:</i>		

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	48
2	Total Approved Value Added Options (Days)	6
3	Total Client Requested Scope Changes (Days)	6
Final Project Duration		60

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying **major** activities and actions/decisions required from the client

*See note below

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed			
2	Long Lead Items (Fencing)	3 wks		
3	Major Construction Activity – Autumn Grove Park	2 wks	5/19/14	5-30/14
4	Major Construction Activity – Bruce Russell	4 wks	5/19/14	6/13/14
5	Major Construction Activity – Howard Johnson	4 wks	5/26/14	6/30/14
6	Major Construction Activity -- Evergreen	4 wks	6/16/14	7/11/14
7	Major Construction Activity -- Pocohontas	4 wks	6/23/14	7/18/14
8	Major Construction Activity -- Sandcastle	4 wks	7/14/14	8/8/14
9	Major Construction Activity			
10	Major Construction Activity			
11	Client Decision			
12	Substantial Completion		5/19/14	8/8/14
13	Final Payment			9/8/14

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

*Schedule to be coordinated with all proposal packages and will accommodate City of Roseville Parks & Recreation program schedule provided in RFP.

*Detailed project schedule to be provided & approved by City prior to start date.

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	Following other contractors
Solution / Strategy:	Attend progress meetings for other contracts awarded

Identified Risk 2:	General Public
Solution / Strategy:	Utilize barricades

Identified Risk 3:	Weather
Solution / Strategy:	Be prepared for all weather events, i.e. erosion control BMP's

SECTION 5 – SCOPE OVERVIEW

Tennis court rebuild per plan, spec and approved changes per this document..

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	None.
Solution / Strategy:	N/A

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Jason Krause	Bituminous Roadways, PM	651-686-7001	krausej@bitroads.com
2	Mike Janorschke	Bituminous Roadways, Supt	612-366-2768	janorskem@bitroads.com

City of Roseville
Construction – Proposal Package F (Tennis Courts)
Best Value Selection Summary

March 13, 2014

Section 1: Summary of Scores

Raw Data						Points		
No	Criteria	Possible Points	F-1	F-2	F-3	F-1	F-2	F-3
1	Cost Proposal – Total Base	250	\$737,000	\$648,500	\$750,330	220.0	250.0	216.1
2	Interview Rating	350	6.7	5.1	5.2	350.0	266.9	271.3
3	Risk Plan Rating	150	5.0	4.3	4.3	150.0	130.0	130.0
4	Project Capability Plan Rating	100	6.7	4.3	3.7	100.0	65.0	55.0
5	Value Added Plan Rating	100	4.3	4.3	4.3	100.0	100.0	100.0
6	PPI	50	9.5	10.0	6.6	47.5	50.0	33.0
Total Available Points		1000				967.5	861.9	805.3

Section 2: Ranking

Vendor	Total	Difference
F-1	967.5	--
F-2	861.9	105.6
F-3	805.3	56.6

Section 3: Committee Ratings

Project Manager Interview Ratings

Evaluator	F-1	F-2	F-3
Evaluator 1	5	5	5
Evaluator 2	5	1	1
Evaluator 3	5	5	5
Evaluator 4	5	5	5
Evaluator 5	10	10	10
Evaluator 6	10	5	10

Site Superintendent Interview Ratings

Evaluator	F-1	F-2	F-3
Evaluator 1	5	5	5
Evaluator 2	5	5	1
Evaluator 3	5	5	5
Evaluator 4	5	5	5
Evaluator 5	10	5	5
Evaluator 6	10	5	5

Risk Plan Ratings

Evaluator	F-1	F-2	F-3
Evaluator 1	5	5	5
Evaluator 2	5	5	5
Evaluator 3	5	5	5
Evaluator 4	5	1	1
Evaluator 5	5	5	5
Evaluator 6	5	5	5
Average	5.0	4.3	4.3

Capability Plan Ratings

Evaluator	F-1	F-2	F-3
Evaluator	10	5	5
Evaluator	5	5	1
Evaluator	5	5	5
Evaluator	5	1	1
Evaluator	10	5	5
Evaluator	5	5	5
Average	6.7	4.3	3.7

Value-Added Proposal Ratings

Evaluator	F-1	F-2	F-3
Evaluator 1	5	5	5
Evaluator 2	5	5	5
Evaluator 3	5	5	5
Evaluator 4	1	1	1
Evaluator 5	5	5	5
Evaluator 6	5	5	5
Average	4.3	4.3	4.3

Package G Documents

Field Improvements

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Urban Companies LLC. (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

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

**City of Roseville Parks and Recreation Renewal Program
Proposal Package G Field Improvements
Roseville Project Number: 005-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$1,204,212.00. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

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

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package G Plans
 - Proposal Package G Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

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

ARTICLE 6. MISCELLANEOUS

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

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

THE CITY OF ROSEVILLE

CONTRACTOR:
Urban Companies LLC
3781 Labore Road
St Paul MN 55110

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER
ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR
ADDRESS FOR GIVING NOTICES:
Urban Companies LLC
3781 Labore Road
St Paul MN 55110

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville
Bid package G: Ballfields

PRE AWARD DOCUMENT

Prepared By: urban companies llc

5/1/14

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
	N/A	

Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
1	Delete approximately 6,695 feet of maintenance strip and replace with aglime	\$-45,700
2	Delete 8 dugout roofs	\$-68,000
3	Change outfield fencing at evergreen park to 42"	\$-7,752
4	Change fence posts to schedule 30	\$-14,336
5	Delete upper villa park	\$-200,000
<i>Total Approved Client Scope Changes:</i>		<i>\$-335,788</i>

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$1,540,000
2	Total Client Requested Scope Changes	\$-335,788
Final Project Cost		\$1,204,212

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
<i>Total Approved Value Added Options:</i>		

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
1	Delete approximately 6,695 feet of maintenance strip and replace with aglime	0
2	Delete 8 dugout roofs	0
3	Change outfield fencing at evergreen park to 42"	0
4	Change fence posts to schedule 30	0
5	Delete upper villa park	0
<i>Total Approved Client Scope Changes:</i>		0

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	910
2	Total Approved Value Added Options (Days)	0
3	Total Client Requested Scope Changes (Days)	0
Final Project Duration		910

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying **major** activities and actions/decisions required from the client

*See Note Below

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed			
2	Long Lead Items			
3	Major Construction Activity			
4	Major Construction Activity			
5	Client Decision			
6	Major Construction Activity			
7	Major Construction Activity			
8	Major Construction Activity			
9	Major Construction Activity			
10	Major Construction Activity			
11	Client Decision			
12	Substantial Completion			
13	Final Payment			

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

*Schedule to be coordinated with all proposal packages and will accommodate City of Roseville Parks & Recreation program schedule provided in RFP.

*Detailed project schedule to be provided & approved by City prior to start date.

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	NONE
Solution / Strategy:	N/A

SECTION 5 – SCOPE OVERVIEW

A clear description of “what’s in” and “what’s out” of the scope.

Our scope is complete per the plans and specs other than the items identified as owner requested scope changes

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	We can put the fields into play faster than the schedule calls for which could allow us to do more fields per year
Solution / Strategy:	If our assumption was incorrect, we will stick to the existing schedule

Assumption 2:	Contractors working on other projects at the same sites will stay on there schedule not delaying us
Solution / Strategy:	If our assumption was incorrect, we will fall behind schedule. To manage this we will consistently monitor the performance of other contractors working on these sites.

Assumption 3:	City will fund the purchase of certain items upfront to avoid price increases
Solution / Strategy:	If our assumption was incorrect, there could be cost changes

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Sub contracts	5 days after award	Time/ cost	Urban co

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Ballfield closure schedule	Next 30 days	time	owner
2	Evergreen park phasing specific to the storm sewer	Next 30 days	Time / cost	Owner / architect

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Greg Urban	Urban companies	6512489830	gurban@urbancompanies usa.com
2	Chad Pepin	Urban companies	6122407799	Chad.e.pepin@gmail.com
3	Ian Jorgenson	Century fence	651-464-7373	IJorgensen@centuryfence .com
4	Curt Fischer	Cr Fischer	6514637300	estimator@crfischer.com

City of Roseville
Construction – Proposal Package G (Field Improvements)
Best Value Selection Summary

March 13, 2014

Section 1: Summary of Scores

Raw Data						Points		
No	Criteria	Possible Points	G-1	G-2	G-3	G-1	G-2	G-3
1	Cost Proposal – Total Base	250	\$1,540,000	\$2,413,750	\$2,559,920	250.0	159.5	150.4
2	Interview Rating	350	5.8	7.9	5.4	257.9	350.0	239.5
3	Risk Plan Rating	150	5.0	5.0	5.0	150.0	150.0	150.0
4	Project Capability Plan Rating	100	5.0	5.0	9.2	54.5	54.5	100.0
5	Value Added Plan Rating	100	5.0	5.8	6.7	75.0	87.5	100.0
6	PPI	50	5.4	9.2	9.5	28.4	48.4	50.0
Total Available Points		1000	815.9	850.0	789.9			

Section 2: Ranking

Proposer	Total Score	Difference
G-2	850.0	--
G-1	815.9	34.1
G-3	789.9	26.0

Section 3: Committee Ratings

Project Manager Interview Ratings

Evaluator	G-1	G-2	G-3
Evaluator 1	10	10	10
Evaluator 2	5	10	5
Evaluator 3	10	10	5
Evaluator 4	5	5	5
Evaluator 5	5	5	5
Evaluator 6	5	10	5

Site Superintendent Interview Ratings

Evaluator	G-1	G-2	G-3
Evaluator	5	10	5
Evaluator	5	5	5
Evaluator	5	10	5
Evaluator	5	5	5
Evaluator	5	5	5
Evaluator	5	10	5

Risk Plan Ratings

Evaluator	G-1	G-2	G-3
Evaluator 1	5	5	5
Evaluator 2	5	5	5
Evaluator 3	5	5	5
Evaluator 4	5	5	5
Evaluator 5	5	5	5
Evaluator 6	5	5	5
Average	5.0	5.0	5.0

Capability Plan Ratings

Evaluator	G-1	G-2	G-3
Evaluator 1	5	5	10
Evaluator 2	5	5	10
Evaluator 3	5	5	5
Evaluator 4	5	5	10
Evaluator 5	5	5	10
Evaluator 6	5	5	10
Average	5.0	5.0	9.2

Value-Added Proposal Ratings

Evaluator	G-1	G-2	G-3
Evaluator 1	5	5	10
Evaluator 2	5	5	5
Evaluator 3	5	5	10
Evaluator 4	5	10	5
Evaluator 5	5	5	5
Evaluator 6	5	5	5
Average	5.0	5.8	6.7

Package H Documents
Irrigation Replacement and Upgrades

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Anderson Irrigation Inc. (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

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

**City of Roseville Parks and Recreation Renewal Program
Proposal Package H Irrigation System Improvements
Roseville Project Number: 006-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$227,437.68. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

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

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package H Plans
 - Proposal Package H Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

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

ARTICLE 6. MISCELLANEOUS

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

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

THE CITY OF ROSEVILLE

CONTRACTOR:

Anderson Irrigation, Inc.
3200 Main Street NW # 240
Minneapolis, MN 55448

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER

ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR

ADDRESS FOR GIVING NOTICES:

Anderson Irrigation, Inc.
3200 Main Street NW # 240
Minneapolis, MN 55448

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville
Package H – Irrigation

PRE AWARD DOCUMENT

Prepared By: Anderson Irrigation

May 2, 2014

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
1	Deduct Rain Sensors	-\$5,115.00
2	Replace Booster Pump at Autumn Grove with a AY McDonald Booster Pump	-\$3,492.00
3	6" Hunter I-25 to 4" K Rain Stainless Steel Pro Sport	-\$1,244.00
4	Add Flow Sensors	\$15,975.00
5		
<i>Total Approved Value Added Options:</i>		\$6,124.00

Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
1		
2	Change CP Victoria East from a new install (\$87,427.56) to Replacing water service, new two wire path, new CS 3500 Controller and some additional main line and Quick Coupler valves. (\$38,785.00)	-\$48,642.56
3	CP Lexington Ball Field Base Quote (\$29,412.44) to 2 wire Acclima only in ball field. (\$16,317.00)	-\$13,095.44
4	CP Lexington Flowers (Street Scape) Additional Two Wire	\$9,977.00
5	City is supplying cell modem	-\$630.00
6	Eliminate Oasis Park	-\$8,656.09
7	Eliminate Villa Park	-\$10,963.07
<i>Total Approved Client Scope Changes:</i>		-\$72,010.16

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$293,323.84
2	Total Approved Value Added Options	\$6,124.00
3	Total Client Requested Scope Changes	-\$72,010.16
Final Project Cost		\$227,437.68

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
1	Deduct Rain Sensors	-1
2	Replace Booster Pump at Autumn Grove with a AY McDonald Booster Pump	0
3	6" Hunter 1-25 to 4" Rain Stainless Steel Pro Sport	0
4	Add Flow Sensors	9
<i>Total Approved Value Added Options:</i>		8

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
1	Change CP Victoria East from a new install (\$87,427.56) to Replacing water service, new two wire path, new CS 3500 Controller and some additional main line and Quick Coupler valves. (\$38,785.00)	14
2	CP Lexington Ball Field Base Quote (\$29,412.44) to 2 wire Acclima only in ball field. (\$16,317.00)	7
3	CP Lexington Flowers (Street Scape) Additional Two Wire	5
4	Eliminate Oasis Park	-4
5	Eliminate Villa Park	-2
<i>Total Approved Client Scope Changes:</i>		20

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	62
2	Total Approved Value Added Options (Days)	9
3	Total Client Requested Scope Changes (Days)	20
Final Project Duration		91

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying **major** activities and actions/decisions required from the client

*See Note Below

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed			
2	Long Lead Items			
3	Major Construction Activity			
4	Major Construction Activity			
5	Client Decision			
6	Major Construction Activity			
7	Major Construction Activity			
8	Major Construction Activity			
9	Major Construction Activity			
10	Major Construction Activity			
11	Client Decision			
12	Substantial Completion			
13	Final Payment			

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

*Schedule to be coordinated with all proposal packages and will accommodate City of Roseville Parks & Recreation program schedule provided in RFP.

*Detailed project schedule to be provided & approved by City prior to start date.

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	Signal to the cell cards maybe week due to a steel box.
Solution / Strategy:	A Non Metallic Box

Identified Risk 2:	Electrical interference on the incoming power or into the two wire path caused from VFD's or High Voltage power lines to close the wire path.
Solution / Strategy:	Frequency filters and using twisted wire or relocate controller and/or two wire path.

Identified Risk 3:	Materials cost inflation over the three year contract period.
Solution / Strategy:	Purchase all the materials in the year that the contract was awarded.

SECTION 5 – SCOPE OVERVIEW

A clear description of “what’s in” and “what’s out” of the scope.

Eliminate Oasis Park and Villa Park.

C.P. Victory East is not a new install, we will be reconstructing water service, pouring a new concrete pad, installing new metal enclosure, adding new Acclima 3500 moisture sensing control system, moving controller to new irrigation enclosure, installing flow sensor, running a new two wire path to existing control valves, moving main line around new play area and reconnecting cut off zones. Installing quick couple valves behind pitcher mound. Raising heads and moving heads when they regrade park.

C P Lexington install new controller and two wire path to ball fields only. Add a flow sensor. C P Lexington flowers providing new two wire path to flowers and turf zones and new zones to separate the turf from flowers. Also adding additional moisture sensors.

Acorn Park is installing a Acclima controller and a moisture sensor.

C.P. Dale West is installing a Acclima controller and a moisture sensor.

Langton Lake is installing a Acclima controller and a moisture sensor.

Lexington Park is adding and reconnecting to existing irrigation.

Rosebrook Park is installing a Acclima controller and a moisture sensor.

Evergreen Park is installing new irrigation to four ball field.

Autumn Grove is installing a new irrigation system.

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	C.P. Victoria East any damaged heads due to grading was the city's responsibly for damaged heads.
Solution / Strategy:	If our assumption was incorrect, we will....

Assumption 2:	Anderson Irrigation is assuming all wires that are to be reused are in good condition.
Solution / Strategy:	If our assumption was incorrect, we will install new wires. The City is responsible for additional costs.

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Cell modems for irrigation controllers (9)	07/01/14		City

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Gregg Anderson	Project Manager	612-282-6330	Gregg@andersonirrigation.com
2	Brandon Anderson	Site Superintendent	612-282-6333	Brandon@andersonirrigation.com
3	MIDC	Supplier	651-633-9416	scott@midc-ent.com

City of Roseville
Construction – Proposal Package H (Irrigation)
Best Value Selection Summary

March 17, 2014

Section 1: Summary of Scores

Raw Data								Points				
No	Criteria	Possible Points	H-1	H-2	H-3	H-4	H-5	H-1	H-2	H-3	H-4	H-5
1	Cost Proposal – Total Base	250	\$371,700	\$293,324	\$422,834	\$327,539	\$244,911	164.7	208.7	144.8	186.9	250.0
2	Interview Rating	350	5.8	6.3	7.1	6.3	5.8	288.2	308.8	350.0	308.8	288.2
3	Risk Plan Rating	150	5.0	6.7	4.3	8.3	4.3	90.0	120.0	78.0	150.0	78.0
4	Project Capability Plan Rating	100	5.0	6.7	4.3	9.2	5.0	54.5	72.7	47.3	100.0	54.5
5	Value Added Plan Rating	100	5.0	6.7	4.3	8.3	5.0	60.0	80.0	52.0	100.0	60.0
6	PPI	50	9.7	6.6	5.0	9.9	5.0	49.0	33.3	25.3	50.0	25.3
Total Available Points		1000						706	824	697	896	756

Section 2: Ranking

Proposer	Total Score	Difference
H-4	896	--
H-2	824	72
H-5	756	68
H-1	706	50
H-3	697	9

Section 3: Committee Ratings

Risk Plan Ratings						Capability Plan Ratings						Value-Added Proposal Ratings					
Evaluator	H-1	H-2	H-3	H-4	H-5	Evaluator	H-1	H-2	H-3	H-4	H-5	Evaluator	H-1	H-2	H-3	H-4	H-5
Evaluator 1	5	10	5	10	5	Evaluator 1	5	10	5	10	5	Evaluator 1	5	10	5	10	5
Evaluator 2	5	5	5	5	5	Evaluator 2	5	5	5	5	5	Evaluator 2	5	5	5	10	5
Evaluator 3	5	10	5	10	5	Evaluator 3	5	5	5	10	5	Evaluator 3	5	5	5	5	5
Evaluator 4	5	5	5	5	5	Evaluator 4	5	5	5	10	5	Evaluator 4	5	5	5	5	5
Evaluator 5	5	5	5	10	5	Evaluator 5	5	10	5	10	5	Evaluator 5	5	10	5	10	5
Evaluator 6	5	5	1	10	5	Evaluator 6	5	5	1	10	5	Evaluator 6	5	5	1	10	5
Average	5.0	6.7	4.3	8.3	5.0	Average	5.0	6.7	4.3	9.2	5.0	Average	5.0	6.7	4.3	8.3	5.0

Project Manager Interview Ratings						Site Superintendent Interview Ratings					
Evaluator	H-1	H-2	H-3	H-4	H-5	Evaluator	H-1	H-2	H-3	H-4	H-5
Evaluator 1	10	10	10	10	10	Evaluator	10	10	10	10	10
Evaluator 2	5	10	5	5	10	Evaluator	5	5	5	5	5
Evaluator 3	5	5	5	5	5	Evaluator	5	5	5	5	5
Evaluator 4	5	5	5	5	10	Evaluator	5	5	5	5	5
Evaluator 5	5	5	5	5	5	Evaluator	5	5	5	5	5
Evaluator 6	5	5	10	5	10	Evaluator	5	5	5	5	5

Package I Documents

Natural Resources

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Stantec. (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

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

**City of Roseville Parks and Recreation Renewal Program
Proposal Package I Natural Resource Improvements
Roseville Project Number: 007-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$1,500,000.00. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

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

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package I Plans
 - Proposal Package I Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

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

ARTICLE 6. MISCELLANEOUS

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

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

THE CITY OF ROSEVILLE

CONTRACTOR:
Stantec
2335 Highway 36
St. Paul MN 55113

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER
ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR
ADDRESS FOR GIVING NOTICES:

Stantec
2335 Highway 36
St. Paul MN 55113

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville

Package I: Natural Resources & Restoration

PRE AWARD DOCUMENT

Prepared By: STANTEC CONSULTING SERVICES INC.

1 May 2014

SECTION 1 – FINANCIAL SUMMARY

Approved Value-Added Options

No.	DESCRIPTION	COST (\$)
1	City of Roseville Provides matching funds to be applied to grant applications for completion of Parks Water/Natural Resources Projects from Type, Size & Location table.*	\$368,300
<i>Total Approved Value Added Options:</i>		<i>\$368,300</i>

**Stantec provides grant funding application services/assistance at no charge to City of Roseville for grant applications related to projects identified in the Type, Size & Location table - \$368,300 to be accessed as match funds for successful grant applications.*

Client Requested Scope Changes

No.	DESCRIPTION	COST (\$)
1	NONE – No scope changes requested by CLIENT.	\$0 – Not Applicable
<i>Total Approved Client Scope Changes:</i>		<i>\$0</i>

Final Cost Proposal*

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$1,131,700
2	Total Approved Value Added Options (Funding for grant match, funding to be accessed only for matching of successful grant applications)	\$ 368,300
3	Total Client Requested Scope Changes	\$ 0
Final Project Cost		\$1,500,000

**Please also refer to Bid Worksheet and Additional Unit Pricing sheets on the following pages*

SECTION 2 – PROJECT DURATION SUMMARY

NOTE: PLEASE ALSO SEE ATTACHED PROPOSED MILESTONE SCHEDULE IN SECTION 3

Approved Value-Added Options

NO	DESCRIPTION	DURATION
1	Completion of additional projects from Type, Size & Location table, contingent upon securing additional, outside grant funding (using \$368,300 value-added funding as grant match)*	2014-2017**
<i>Total Approved Value Added Options:</i>		<i>2014-2017**</i>

**Stantec provides grant funding application services/assistance at no charge to City of Roseville for grant applications related to projects identified in the Type, Size & Location table.*

*** Actual time frame for completion of value-added option will be dependent on the grant program and grant funding timeline – although grant-funded projects may be completed by 2016, there is a strong possibility that grant funding may extend through 2017, particularly for grants which provide 2-year funding.*

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
1	Not Applicable - None	Not applicable
<i>Total Approved Client Scope Changes:</i>		<i>NA</i>

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Estimated Days)	976
2	Total Approved Value Added Options (Estimated Days)	1,521
3	Total Client Requested Scope Changes (Days)	0
Final Project Duration		976 to 1,521 days

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying **major** activities and actions/decisions required from the client, please also see Milestone Schedule below for additional information.

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed	1 week	May 15 2014	May 15 2014
2	Conduct information gathering/analysis, conduct initial site preparation	6 mos.	May 15 2014	October 31 2014
3	Initial woodland management: invasive brush/tree and related activities	6 mos.	November 1 2014	April 30 2015
4	Initial shoreline and wetland restoration activities	12 mos.	September 1 2014	August 30 2015
5	Lake Management Activities	26 mos.	June 1 2014	September 30 2016
6	Educational signage design/install (design begins August 2014, installation as sign design/manufacture is completed)	24 mos.	August 1 2014	July 2016
7	Public outreach activities, updates to city parks commission (proposed as quarterly updates)	30 mos.	July 2014	December 2016
8	Identify appropriate grant programs to apply matching funds to, apply for grants, execute grant work plan(s)	32 mos.	May 2014	December 2016
9	City of Roseville staff provide review/feedback on grant program recommendations from Stantec	32 mos.	May 2014	December 2016
10	Maintenance of natural areas after initial restoration effort. Schedule varies by natural area type.	28 mos.	September 2014	December 2016
11	City & Contractor restoration work area walk-throughs (timing will be project-specific, but anticipated to occur approximately once every 3 months)	20 mos.	May 2015	December 2016
12	Substantial Completion (may be extended, based on outcomes of grant applications.	4 mos.	September 2014	December 2016
13	Final Payment	Estimated	January 2017	January 2017

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"



Milestone Schedule

City of Roseville 2014 - 2016 Park Natural Resources & Restoration Program

Anticipated date(s)	Activity
April – May 2014	Clarification phase of RFP process
May 2014	Project initiation meeting and refinement of 2014 work plan City staff, including Parks Planning consultant
Throughout project life (2014-2016)	- Stantec plans and leads a minimum of one public outreach/education/volunteer restoration day at each park identified for management in the Type, Size & Location chart. - Recommended quarterly in-person reports to City Park & Recreation Commission or Natural Resources & Trails Subcommittee

	• Weekly updates to PBSRG/City Staff • Monthly written progress reports to City and staff site tours • Grant application, management and reporting assistance • Develop site-specific binders for record keeping
2014 - 2016	Conduct proactive outreach to build interagency support, cooperative assistance, and grant funding to leverage existing Roseville Park Renewal Program funds and increase the overall amount of initial restoration and ongoing maintenance work that can be completed with the City's \$1.5M. The goal will be to conduct outreach to build support/teams and apply for grants early to allow for the most work to be completed with grant funding during the anticipated project life. (Our goal is to successfully secure a minimum of \$200,000 to \$400,000 of grants and in-kind assistance to increase initial restoration efforts and further improved long-term outcomes for natural areas).
Spring 2014	• Initiate site preparation activities at restoration sites, particularly those that require control of pre-existing, nonnative/invasive vegetation. • Information gathering/analysis for wetland hydrologic restoration sites to develop feasibility reports for HANC wetland, wetlands at Acorn Park and similar sites. • Gather field survey information for stream restoration at Oasis Park to inform restoration design • Conduct lake aquatic vegetation surveys at Langton and Bennett Lakes (and potentially Owasso); develop Lake Management Plans to enable grant application for MN DNR programs and others (spring and summer 2014) • Quarterly reports to City parks committee • Develop biocontrol plan for parks to release biocontrol agents (e.g. purple loosestrife, spotted knapweed, leafy spurge, Eurasian water milfoil, and garlic mustard-when it becomes available) at appropriate sites and integrate with other restoration activities
Summer 2014	• Continue site preparation activities at select restoration sites (e.g. shoreline, stream, wetland, prairie, woodland restoration areas) • Native seeding of select areas that require limited site preparation (e.g. frog pond at Central Park, east side of Bennett Lake) • Conduct planting (and grading, if needed) in shoreline areas where site preparation activities are complete. • Grow-in maintenance at sites where initial restoration work was accomplished (e.g. Langton Lake woodland and shoreline restoration areas) • Biocontrol release at select parks with invasives receptive to biocontrol agents (e.g. purple loosestrife, spotted knapweed, leafy spurge, and garlic mustard-when it becomes available) • Grant applications to leverage Park Renewal Program Funds (esp. MN DNR CPL grant)

	• Monitor restoration sites
Fall/Winter 2014	• Substantial invasive brush and tree management work begins. Winter 2014-15 goal is >50% invasive tree/brush work at all sites, with the potential for completing 100% of initial invasive brush/tree work. Some invasive brush/tree work may be delayed, with the goal of utilizing Park Renewal Program as grant application(s) matching funds. • Completion of design for projects that included a feasibility analysis, including wetland projects that will require grading to restore historic hydrologic conditions, and stream restoration site in Oasis Park. • Dormant prairie and woodland seeding in select areas. • Monitor restoration sites
Spring 2015	• Substantial construction/vegetative restoration of projects where site preparation was successfully completed in 2014, as well as sites where feasibility analysis and design work was completed • Conduct supplemental tree planting work in select locations (e.g. forest/savanna restoration areas) • Prescribed burn of select shoreline, prairie, savanna, and wetland restoration locations to prepare sites for seeding/planting and to set back nonnatives. • Native seeding work in select prairie and savanna sites • Grant application for in-lake treatments of AIS • Monitor restoration sites
Summer 2015	• Substantial grow-in maintenance work including mowing, spot spraying in prairie, savanna and wetland restoration areas, as well as protective fencing in shoreline restoration plantings. • Monitor restoration sites
Fall 2015	• Conduct grow-in maintenance of woodland areas, including foliar spray of invasive brush/tree resprouts or new seedlings. Spot treatment of wetland vegetation • Follow-up treatment of invasive, nonnative trees and shrubs • Monitor restoration sites
Fall/Winter 2015-16	• Completion of invasive brush and tree management work, including invasive brush/tree work that may have been delayed as a result of grant application(s). • Forest management, including ongoing selective invasive, nonnative tree removal to release desirable, native hardwood trees. • Follow-up treatment of invasive, nonnative trees and shrubs • Monitor restoration sites • Dormant prairie and woodland seeding. • Monitor restoration sites • Begin training opportunities for City staff
Spring 2016	• Ongoing grow-in maintenance for initial restoration efforts at prairie, savanna, forest, wetland, stream, pond and other sites. • Conduct supplemental tree planting work in select locations (e.g. forest/savanna restoration areas) • Evaluation of AIS at Lake sites, preparation for treatment

	• Prescribed burn of select shoreline, prairie, savanna, and wetland restoration locations to prepare sites for seeding/planting and to set back nonnatives. • Conduct supplemental native seeding work in select prairie and savanna sites, as needed • Monitor restoration sites • Continue training opportunities for City staff (in field to demonstrate the variety of activities required for long-term maintenance of natural areas, as well as how to use the Natural Resources BMP manual developed during the consulting phase of the project)
Summer 2015	• Continued grow-in maintenance work including mowing, spot spraying in prairie, savanna and wetland restoration areas, as well as protective fencing in shoreline restoration plantings. • Monitor restoration sites • Continue training opportunities for City staff
Fall/early winter 2016	• Conduct supplemental native seeding work, as needed • Follow-up invasive brush and tree management work begins (e.g. foliar applications, cut/treat and similar) • Monitor restoration sites • Dormant prairie and woodland seeding. • Monitor restoration sites • Complete training opportunities for City staff • Prepare project binders and folders at end of project for City to have as they prepare for long-term maintenance/management activities. • Close out process for project – transfer files, fill out necessary grant paperwork, presentations to City/public

SECTION 4 – RISK MANAGEMENT PLAN

The list of all pre-identified risks that the Vendor does not control, as submitted during the RFB process.

Identified Risk 1:	Several projects in the “Type, Size and Location” (TSL) table hinge on completion of brief, but appropriately-scaled, feasibility analyses. Examples include hydrologic restoration of the large wetland by the Harriet Alexander Nature Center (HANC) and wetlands at Acorn Park. Cost-effective, and ecologically sustainable wetland hydrologic restoration/implementation will be informed by the outcomes of these analyses. Restoration of these areas using only vegetative restoration, without consideration for hydrologic restoration could result in ineffective restoration/unsustainable long-term outcomes.
Solution / Strategy:	Stantec has the full in-house capability to conduct hydrologic, surveying, water resource engineering analysis on these wetlands to determine the ecological sustainability and cost-effectiveness of conducting hydrologic restoration. We propose to work with the City and other stakeholders to conduct an appropriately-scaled, design-build feasibility analysis that will determine the ecological and financial appropriateness of a range of restoration activities, and develop an approach for wisely utilizing grant/city funding for these efforts, or to redirect them to another area of the park system natural areas.

Identified Risk 2:	Completion of ALL projects listed on the “Type, Size and Location” (TSL) table for the proposed \$1.5M budget will, in our estimation, require securing approximately \$200,000 to \$400,000 of outside grant funding/assistance.
Solution / Strategy:	We have already reviewed and identified the most appropriate grant programs/funding sources for specific projects outlined in the TSL table. With approval from appropriate City staff, we will build interagency partnerships and apply for grant funding with the goal of enabling completion of ALL projects in the TSL table. While there can be no guarantee of fully securing the grant funding needed to complete all projects, our past performance and knowledge of grant programs leads us to believe that we will be successful in obtaining enough grant funding to complete all projects in the TSL table. We have already developed a project sequencing framework that takes into account grant funding cycles and time frames that will enable this approach.

Identified Risk 3:	The Parks Renewal Program has been, at times, controversial with some groups in the community. There is risk to the City, Parks & Recreation Department, and our company if the public perceives that natural resource management work is not proceeding as planned.
Solution / Strategy:	We will utilize the experience of our ecologist, natural resource

	scientists and restoration crew members to sequence and conduct project tasks that not only have significant positive initial ecological impact but also result in ecologically and financially sustainable long-term management. Our goal is to complete all work outlined in the TSL table so that projects are geographically distributed around the city, and completed in a manner that leaves the City with park natural areas that only require ongoing maintenance.
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Identified Risk 4:	Successful completion of this project will require close and frequent coordination between our project manager, Roseville Parks Superintendent and staff, and other involved stakeholders. Incremental slips in schedule could have the potential to become compounded – particularly due to the relatively short time schedule for this project.
Solution / Strategy:	Close adherence to the weekly reporting noted in the RFP will be helpful. However, we will carry out more regular direct contact with City staff and other identified stakeholders. This could include regular weekly meetings with City staff and other stakeholders at City facilities each week to maintain consistent/quality communication and for the overall quality of the project.

Identified Risk 5:	Applications for grant funding will likely target restoration of better quality/ remnant natural areas in the park system. Synchronizing grant cycles/funding with park projects may require that work on some of the higher priority sites be delayed so that park renewal program funds can be used as a match for grants. This could result in a number of outcomes, including concerns by the public about the pace/sequencing of activities.
Solution / Strategy:	Follow an integrated project schedule that takes into account grant funding/sequencing of projects, so Roseville's funds can be effectively leveraged with outside dollars. We will work with Roseville staff to communicate anticipated sequencing to appropriate staff, elected/appointed officials and the public.

SECTION 5 – SCOPE OVERVIEW

STANTEC Roseville Natural Resources and Restoration Bid Worksheet

Section Title	Line Item	Item Description	Unit	Quantity	Cost
Section 1: Central Park Dale East Base Proposal	Required		LS= Lump Sum		
	1.01	Perform approximately 7.5 acre woodland/forest restoration in area CP-U4	LS	1	\$33,750
	1.02	Perform approximately 0.3 acre prairie restoration in areas CP-U5	LS	1	\$1,200
Section 2: Central Park Lexington Base Proposal	Required				
	2.01	Perform approximately 2.75 acre woodland/forest restoration in area CP-U1	LS	1	\$13,750
	2.02	Perform approximately 2.5 acre woodland/forest restoration in area CP-U2	LS	1	\$12,500
	2.03	Perform approximately 0.16 acre shoreline restoration at Bennett Lake	LS	1	\$6,970
	2.04	Perform approximately 0.97 acre shoreline restoration at the Frog Pond buffer	LS	1	\$3,880
Section 3: Langton Lake Park Base Proposal	Required				
	3.01	Perform approximately 20 acre woodland/forest restoration at areas LL-U1 and LL-U3	LS	1	\$40,000
	3.02	Perform approximately 0.1 acre wetland restoration at area LL-W1	LS	1	\$14,750
	3.03	Perform approximately 150 linear foot shoreline restoration at Langton Lake (single area)	LS	1	\$3,000
Section 4: Reservoir Woods Base Proposal	Required				
	4.01	Perform approximately 34 acre woodland/forest restoration at areas RW-U1, RW-U5, and RW-U7	LS	1	\$136,000
	4.02	Perform approximately 41 acre woodland/forest restoration at areas RW-U3, RW-U4, and RW-U6	LS	1	\$164,000
	4.03	Perform approximately 10.5 acre prairie/savanna restoration at area RW-U2	LS	1	\$52,500
	4.04	Perform approximately 8.1 acre wetland restoration at area RW-W2	LS	1	\$32,400
Section 5: Villa Park Base Proposal	Required				
	5.01	Perform approximately 22 acre woodland/forest restoration at areas VL-U1, VL-U2, VL-U3, and adventive woodland areas elsewhere in the park	LS	1	\$99,000
	5.02	Perform approximately 3 acre wetland restoration in area VL-W1	LS	1	\$24,900
Section 6: Oasis Park Base Proposal	Required				
	6.01	Perform approximately 225 linear foot shoreline restoration at northeast side of park and County Road C2 cul-de-sac	LS	1	\$54,000
	6.02	Perform approximately 0.1 acre/330 linear foot stream restoration at east side of outlet channel	LS	1	\$33,000
Section 7: Acorn Park Base Proposal	Required				
	7.01	Perform approximately 25 acre woodland/forest restoration at areas AC-U1, AC-U2, and AC-U3	LS	1	\$149,500
	7.02	Perform approximately 0.25 acre wetland restoration at area AC-W2	LS	1	\$15,000
	7.03	Perform approximately 2 acre prairie restoration at areas between disc golf fairways	LS	1	\$3,000
Section 8: Willow Pond Park Base Proposal	Required				
	8.01	Perform approximately 0.16 acre/640 linear foot shoreline restoration at northeast shoreline	LS	1	\$153,600
Section 9: Other work at all parks, Base Proposal	Required				
	9.01	Develop and install educational/interpretive signage	LS	1	\$75,000
	9.02	Perform public outreach and engage volunteers in natural resource restoration projects	LS	1	\$10,000
Section 10: Allowances	Optional				
This section not used	Required				
Section 11: Alternate Proposal No. 1 (additional restoration work in various parks as directed by the City of Roseville)	Optional	See attached			
This section not used	Required				
					\$1,131,700

Stantec Additional Proposed Unit Pricing

Attachment L: Schedule of Unit Price Values

Proposal Package 'I'

Natural resources and restoration projects

27-Jan-14

- 1 The proposer shall provide unit prices for the following items to facilitate construction of the improvements for ADDED quantities of the work described below. Added work may occur in any of the parks where other work is required as a part of this proposal package.
- 2 Quantities listed in this schedule are additional quantities IN A CALENDAR YEAR. A change order will be created to facilitate payments based on the ADDED quantity of each item in each calendar year of the project.
- 3 This schedule must be submitted as a part of the proposal. Failure to submit this schedule may result in disqualification of the proposer.

Item	Description	Additional quantity	Unit	Unit Price		
				2014	2015	2016
1a	Perform additional woodland/forest restoration in various parks as directed by City of Roseville	less than 1.0	acre	\$ 5,500	\$ 5,665	\$ 5,835
1b	Perform additional woodland/forest restoration in various parks as directed by City of Roseville	1.0 or more	acre	\$ 5,300	\$ 5,459	\$ 5,623
2a	Perform additional wetland restoration in various parks as directed by City of Roseville	less than 1.0	acre	\$ 5,100	\$ 5,253	\$ 5,411
2b	Perform additional wetland restoration in various parks as directed by City of Roseville	1.0 or more	acre	\$ 4,800	\$ 4,944	\$ 5,092
3a	Perform additional prairie restoration in various parks as directed by City of Roseville	less than 1.0	acre	\$ 2,150	\$ 2,215	\$ 2,280
3b	Perform additional prairie restoration in various parks as directed by City of Roseville	1.0 or more	acre	\$ 2,050	\$ 2,110	\$ 2,175
4a	Perform additional prairie reconstruction in various parks as directed by City of Roseville	less than 1.0	acre	\$ 2,150	\$ 2,215	\$ 2,280
4b	Perform additional prairie reconstruction in various parks as directed by City of Roseville	1.0 or greater	acre	\$ 2,050	\$ 2,110	\$ 2,175
5a	Perform additional prairie/savanna restoration in various parks as directed by City of Roseville	less than 1.0	acre	\$ 5,750	\$ 5,923	\$ 6,100
5b	Perform additional prairie/savanna restoration in various parks as directed by City of Roseville	1.0 or greater	acre	\$ 5,400	\$ 5,562	\$ 5,728
6a	Perform additional shoreline restoration in various parks as directed by City of Roseville	less than 100	linear foot	\$ 240	\$ 247	\$ 255
6b	Perform additional shoreline restoration in various parks as directed by City of Roseville	100 or more	linear foot	\$ 215	\$ 221	\$ 228
7a	Perform additional stream restoration in various parks as directed by City of Roseville	less than 100	linear foot	\$ 240	\$ 247	\$ 235
7b	Perform additional stream restoration in various parks as directed by City of Roseville	100 or more	linear foot	\$ 215	\$ 221	\$ 228

C:\Users\jmricho\Documents\Roseville Parks\04 SPECIFICATIONS\Attachments\Proposal Package I Attachment L.xlsx\Proposal Package I

Grant funding assistance: As noted above, Stantec will provide in-kind assistance to identify suitable grant programs to leverage City funding, including preparation of grant project scoping and grant application development. Stantec will follow this general procedure for review/approval of grant applications:

- Stantec screens grant programs to when Stantec identifies a grant opportunity that appears to be a good fit for Roseville Parks Natural Resources & Restoration Project, Stantec natural resources staff will:
 - o Provide a written summary of the grant(s)
 - o Recommend the project(s) that appear to be a best fit for the grant,
 - o Recommend a match amount (funds from City)
- City will review recommendations and provide feedback and if appropriate, written authorization to apply for grant(s).

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	Stantec has assumes that it will be possible to secure approximately \$200,000 to \$400,000 of grant funding to complete all projects outlined in the Type, Size and Location Table.*
Solution / Strategy:	If our assumption was incorrect, we will only be able to complete a portion of the projects outside of the Core Project list included in the RFB. As well, should grant applications be successful but late in the project, the overall time frame for the project may be extended with the goal of still completing restoration work as close as practicable to the anticipated project end date of December 2016.

**Stantec will provide grant funding application services/assistance at no charge to City of Roseville for grant applications related to projects identified in the Type, Size & Location table.*

Assumption 2:	Weather conditions will enable Stantec restoration crews to work conduct effective invasive tree/brush treatments between November and March of each winter (i.e. if snow cover exceeds 6 inches for more than two months during the winter, there could be a potential delay in work to ensure successful outcomes)
Solution / Strategy:	Due to winter weather conditions being outside of the control of either the Client or Vendor, invasive brush/tree work may be shifted to occur in late winter/early spring or in part delayed to enable efficient and effective completion of work.

Assumption 3:	Timely completion of some restoration projects hinges on timely completion of some park development projects and/or coordination with other contractors.
Solution / Strategy:	If our assumption was incorrect, we will work closely with City staff and contractors working on other parks projects to minimize disruption to the project outcomes, timeline, and accessibility of park areas by the public.

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Initial restoration efforts completed (woodland, shoreline, wetland). Estimated date	December 2015	none	Stantec
2	Grant applications to appropriate programs to leverage dedicated City grant match funds (\$368,300)	Various	Up to \$368,300*	Stantec
3	Periodic and final field reviews of restoration results (by City and Stantec, estimated to occur in fall each year, or as-needed by project type)	Various	None	Stantec
4	Submit interpretive sign content and graphics as well as sign installation location to City for review/approval	Various	None	Stantec
5	Updates to City Park commission or other body as agreed to with City Parks staff	Quarterly	None	Stantec
	Provide City with park resource information for future management at end of project (est. December 2016, but may be extended depending on grant funding)	December 2016	None	Stantec

**actual amount of funding used for match will be dependent on identified grant programs, proposed to be funded by grants, grant programs approved by City to pursue and similar factors.*

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Review grant programs/funding amount City approves of applying for.	Various	Up to \$368,300*	City
2	Periodic and final field reviews of restoration results (by City and Stantec, estimated to occur in fall each year, or as-needed by project type)	Various	None	City
3	Review/approve interpretive sign content and graphics as well as sign installation location	Various	None	City
4	Review/provide feedback on park resource management plans/documents	December 2016	None	City
5	Review/approve grant funding required submittals	Various	None	City

**actual amount of funding used for match will be dependent on identified grant programs, proposed to be funded by grants, grant programs approved by City to pursue and similar factors.*

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Jeff Evenson	City of Roseville Parks/Public Works Manager	651.792.7107 651.775.3519m	jeff.evenson@ci.roseville.mn.us
2	Paul Bockenstedt	Stantec Consulting Services Inc. Project Manager/Ecologist	651.604.4812 651.775.5331m	paul.bockenstedt@stantec.com
3	John Smyth	Stantec Consulting Services Inc. Project Manager /Aquatic Ecologist	651.604.4708 651.775.5104m	john.smyth@stantec.com
4	Andrew Wendlandt	Stantec Consulting Services Inc. Restorationist	651.636.4600 612.910.8724m	andrew.wendlandt@stantec.com

ROSEVILLE PARKS NATURAL RESOURCES AND RESTORATION PROJECT

Activity	Task (Milestones)	Proposed Phasing/Milestones												Stantec	
		2014				2015				2016					
		Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter		
Public engagement/ involvement	Field volunteer days (e.g. "sow your wild oats" days), interpretive hikes, and/or similar														
Interpretive Signage	Apply for grant funding														
	Signage plan development/review														
	Sign manufacture														
	Sign installation														
Woodland/Forest restoration	Cut/treat invasives														
	Apply for grant funding														
	Supplemental seeding														
	Follow-up treatment/Grow-in maintenance														
	Supplemental tree planting														
Prairie/Savanna Restoration	Apply for grant funding														
	Cut/treat invasive woody trees/brush														
	Apply for grant funding														
	Supplemental seeding														
	Follow-up treatment/Grow-in maintenance														
	Supplemental tree planting														
Shoreline restoration	Apply for grant funding/concept design														
	Survey, field evaluation, design														
	Site preparation														
	Seeding, planting, goose/rodent protection														
	Grow-in maintenance														
Wetland restoration (vegetative only)	Site preparation, cut/treat invasives, mow, burn if necessary														
	Supplemental seeding/planting when appropriate														
	Grow-in maintenance														
	Biocontrol releases														
Wetland restoration	Apply for grant funding/concept design														
	Information gathering (survey, field evaluation, design														
	Construction/earthmoving, outlet install, & similar														
	Site preparation, cut/treat invasives, mow, burn if necessary														
	Supplemental seeding/planting when appropriate														
	Grow-in maintenance														
	Biocontrol releases														
City Compost Facility Water Quality Improvements	Apply for grant funding/concept design														
	Information gathering (survey, field evaluation, design														

ROSEVILLE PARKS NATURAL RESOURCES AND RESTORATION PROJECT

Activity	Task (Milestones)	Proposed Phasing/Milestones Stantec											
		2014				2015				2016			
		Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter
	Construction/earthmoving, outlet install, & similar												
	Site preparation, cut/treat invasives, mow, burn if necessary												
	Supplemental seeding/planting when appropriate												
	Grow-in maintenance												
	Biocontrol releases												
Lake Management Services (Aquatic Invasive Species (AIS) Treatment)	Lake aquatic vegetation survey/mapping												
	Lake management plan development												
	Apply for grant funding												
	AIS in-lake spot treatment												
	Vegetation survey to monitor management outcomes												
	Biocontrol releases (if available)												
Stream Restoration	Apply for grant funding												
	Information gathering (survey, field evaluation, design												
	Construction/earthmoving, bioengineering												
	Vegetative restoration												
	Live tree/plant installation												
	Grow-in maintenance												

ROSEVILLE PARKS RENEWAL PROGRAM - NATURAL RESOURCE PROJECT TYPE, SIZE & LOCATION							
Park	Location within park	Area Map Location	Activity Type	Estimated Size	Type		Sample Tasks/Notes
	Abbreviations indicate projects identified in the 2002 Natural Resource Management Plan	Maps of individual project areas are provided where possible for informational purposes only. All project areas must be field verified.		AC, SF or LF	Habitat	Water quality	Base bid
CENTRAL PARK LEXINGTON	Bennett Lake	N/A	Stock piscivorous fish	Lake			Coordinate potential stocking with/by MN DNR to reduce number of small fish that feed on zooplankton. Fish may also be purchased and released from private hatchery with permit.
Stream restoration							
OASIS	Outlet channel, East side	Attachment N	Stream restoration	0.1 AC./330 LF		X	Improvements to stream outlet infrastructure/riffles and vegetative restoration to improve both stability and water quality. Requires hydrologic analysis and additional field evaluation to determine if feasible.
Water quality improvements							
CENTRAL PARK DALE EAST	Compost Facility	N/A	Water quality improvements	675 LF, 2 RWG		X	Design/build of BMPs to treat nutrient-rich runoff from compost facility to HANC wetland. Approach may include features such as rainwater gardens and site clean-up. Additional analysis and design to determine if feasible - \$17,000.
Wetland Restoration							
CENTRAL PARK DALE EAST	CP-W1	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	35.5 AC	X	X	Feasibility study for hydrologic restoration. Vegetative restoration and management of excessive nutrients from the City compost facility. Biocontrol agent release(s) for purple loosestrife, treat Reed Canary Grass Site is part of the HANC interpretive programming/facility.
CENTRAL PARK NORTH	CP-W8, W9, W10, W11	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	9.5 AC	X		This is a large wetland complex between CR C and Lake Owasso. Management of invasives would be the highest priority, although there would likely be limited return on investment for restoration effort (unlikely to significantly reduce purple loosestrife or reed canary grass). Best opportunity is likely through additional biocontrol release for purple loosestrife.
CENTRAL PARK NORTH	SW side of Lake Owasso	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	5-15 AC	X		Area includes narrowleaf cattail and purple loosestrife, as well as reed canary grass. Treat invasives, prescribed burn(s), native seeding, biocontrol agent release.
CENTRAL PARK VICTORIA EAST	CP-W2, W3, W4, W5	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	24.3	X		These areas could potentially be reviewed (further study) for hydrologic restoration, as well as vegetative restoration. However, these wetland areas may have minimal opportunity for significant improvement given constraints of existing recreational features in park, and with neighboring yards/residences. Need to determine feasibility of work - requires some survey - \$12,500.
LANGTON LAKE	LL-W1	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	0.1 AC	X	X	Site analysis, restoration design for hydrologic and vegetative restoration of drained wetland. Spray reed canary grass, restore original outlet elevation.
RESERVOIR WOODS	RW-W2	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	8.1 AC	X		This wetland is among the top quality wetlands in Roseville's park system. Management work is anticipated include cut/treat of invasive brush during winter time, spot treatment of reed canary grass, as well as biocontrol release for purple loosestrife. May be a candidate for grant funding.
VILLA	VL-W1	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	3 AC	X	X	This project is being included in the event that the hydrologic/vegetative restoration of this wetland basin is not included in the work being conducted with the Capital Region Watershed District. Work may include tile location/disablement of drain tile and management of invasive, nonnative herbaceous vegetation (i.e. purple loosestrife and reed canary grass)
LADYSLIPPER	Wetland	Attachment N	Wetland Restoration	10 AC	X		Manage narrow-leaf cattail and other potential invasives.
ACORN	AC-W2	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	0.25 AC	X	X	Topographic survey needed, along with hydrologic analysis. If determined feasible, ditch block and native vegetation restoration are primary activities. Could qualify as a water quality project (increase storage/treatment). Construction cost estimate requires to be combined with Langton Wetland Restoration Project.
ACORN	AC-W5	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	5 AC	X		Manage purple loosestrife with biocontrol, invasive vegetation management (RCG & glossy buckthorn) in areas mapped as wet meadow and willow swamp (MLCCS): total estimated 5 acres
ACORN	AC-W1	Roseville Natural Resources Management Plan (2002)	Wetland Restoration	4 AC	X		Purple loosestrife biocontrol release
WILLOW POND	Wetland in north arm of park	Attachment N	Wetland Restoration	0.73 AC	X		This wetland is dominated by the nonnative reed canary grass, as well as the native river bulrush. Treatment of reed canary grass may or may not result in significant improvement in the quality of the vegetative community at this site.
OWASSO HILLS	Wetland area to NW of play structures	Attachment N	Wetland Restoration	0.32 AC	X		This project primarily involves management of invasive, nonnative reed canary grass with supplemental native seeding/plantings of native sedges, grasses, flowers.
OWASSO HILLS	Storm pond buffers	Attachment N	Wetland Restoration	0.71 AC	X	X	Relatively low priority project to manage invasive, nonnative reed canary grass and seed/plant native grasses, sedges and flowers.

ROSEVILLE PARKS RENEWAL PROGRAM - NATURAL RESOURCE PROJECT TYPE, SIZE & LOCATION							
Park	Location within park	Area Map Location	Activity Type	Estimated Size	Type		Sample Tasks/Notes
	Abbreviations indicate projects identified in the 2002 Natural Resource Management Plan	Maps of individual project areas are provided where possible for informational purposes only. All project areas must be field verified.		AC, SF or LF	Habitat	Water quality	Base bid
POCAHONTAS	SE side	Attachment N	Wetland Restoration	.11 AC	X		This project would primarily be managing reed canary grass and attempting to convert to natives. Wetland appears to have significant water level bounce. This project would have a low probability of success and is therefore not recommended.
VALLEY	Downstream Storm Pond	Attachment N	Wetland Restoration	0.28 AC		X	Install and maintain native emergent and shoreline buffer vegetation, including protective fencing and grow-in maintenance.
Woodland/Forest Restoration							
CENTRAL PARK DALE EAST	CP-U4	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	7.5 AC	X		Cut/treat invasives, native seeding, Rx burn, follow-up treat invasive brush
CENTRAL PARK LEXINGTON	CP-U1	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	2.75 AC	X		Cut/treat invasive, nonnative shrubs (and select nonnative/invasive trees), prescribed burn of select areas, supplemental native seeding, follow-up treatment of invasives for two years. Includes restoration of areas between trails on north side of Bennett Lake.
CENTRAL PARK LEXINGTON	CP-U2	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	2.5 AC	X		Cut/treat invasive, nonnative shrubs (and select nonnative/invasive trees), prescribed burn of select areas, supplemental native seeding, follow-up treatment of invasives for two years.
CENTRAL PARK NORTH	Upland on east/west of large wetland	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	5.6 AC	X		Potential management activities could include cut/treat of invasive woody plants, treat invasive herbaceous plants, supplement enrichment of native grasses and forbs.
CENTRAL PARK NORTH	SW side of Lake Owasso	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	2 AC	X		Area includes semi-open woodland/grassland dominated by nonnatives. This site is a relatively low priority, from an ecological perspective.
CENTRAL PARK VICTORIA EAST	CP-U3	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	13.8 AC	X		Includes some smaller, narrow areas outside of the original area mapped as CP-U3 in the Parks NRMP. Cut/treat invasives, native seeding, follow-up treat invasives
LANGTON LAKE	Previously managed woodland areas. LL-U1, LL-U3	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	20 AC	X		Initial management occurring 2012-14. Restoration efforts for this project should include activities that will continue to improve native composition, structure and function.
LANGTON LAKE	LL-U2, LL-U3	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	10 AC	X		Management of new woodland areas. Estimated 10 acres. Cut/treat invasives, native enrichment seeding, follow-up invasives management/spot treatment
RESERVOIR WOODS	RW-U1, RW-U5, RW-U7	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	34AC	X		NATIVE FOREST: Invasive brush management, invasive herbaceous vegetation management, supplemental native seeding of 10 acres, two years of ongoing invasive/nonnative treatment. With exception of RW-U5, these areas have not been previously managed. Includes area west of Victoria.
RESERVOIR WOODS	RW-U3, RW-U4, RW-U6	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	41 AC	X		ADVENTIVE/PLANTED FORESTS: Invasive brush management, invasive herbaceous vegetation management, supplemental native seeding, grow-in period invasive/nonnative treatment. Includes some previously managed areas.
VILLA	VL-U1, VL-U2, VL-U3, and adventive woodland areas elsewhere in the park	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	22 AC	X		Woodland has historically supported breeding pair of red-shouldered hawks, a state-listed species. Woodland restoration would benefit natural areas quality and wildlife. Cut/treat invasive trees and shrubs, treat invasive/ nonnative herbaceous species, potentially native seed, two years of maintenance activities.
LADYSLIPPER	Edges of wetland	Attachment N	Woodland/Forest Restoration	4.09 AC	X		Cut/treat invasive, nonnative shrubs. This is relative low priority due to proximity to residential lots, poor accessibility.
OASIS	Multiple locations around park	Attachment N	Woodland/Forest Restoration	3.42 AC	X		Invasive cut/treat, reintroduce native woodland grasses and flowers where possible, two years of follow-up treatments.
ACORN	Woodland/Forest AC-U1, AC-U2, AC-U3	Roseville Natural Resources Management Plan (2002)	Woodland/Forest Restoration	25 AC	X		Cut/treat invasives, native seeding, Rx burn, follow-up treat invasive brush. Approximately 24.7 acres.
APPLEWOOD PARK	East border	Attachment N	Woodland/Forest Restoration	0.23 AC	X		Cut/treat invasive woody brush/trees, chip/remove, selective thin to favor native hardwood trees, spray ground layer x2, native seeding & 2 years grow-in maintenance.
WILLOW POND	All woodland areas	Attachment N	Woodland/Forest Restoration	6.13 AC	X		Cut/treat invasives, native woodland seeding, potential planting of native bare root tree stock, 2 years grow-in maintenance.
MATERION	All woodland areas	Attachment N	Woodland/Forest Restoration	6.6 AC	X		Work anticipated to include cut/treat of invasive, nonnative shrubs and select nonnative trees (release cuts for desirable native trees), native seeding. Due to the prevalence of invasive, nonnative species at all structural layers, natural areas restoration of this park will require a significant effort.

ROSEVILLE PARKS RENEWAL PROGRAM - NATURAL RESOURCE PROJECT TYPE, SIZE & LOCATION							
Park	Location within park	Area Map Location	Activity Type	Estimated Size	Type		Sample Tasks/Notes
	Abbreviations indicate projects identified in the 2002 Natural Resource Management Plan	Maps of individual project areas are provided where possible for informational purposes only. All project areas must be field verified.		AC, SF or LF	Habitat	Water quality	Base bid
COTTONTAIL PARK	Entire park	Attachment N	Woodland/Forest Restoration	7.56 AC	X		This nonnative, invasive-dominated woodland is in severely degraded condition and will require extensive management to improve in native species composition, habitat value and overall structure/function. Cut/treat invasive shrubs and select nonnative trees to release desirable native trees (it is not practical to consider cutting all Siberian elm here), Rx fire, native seeding, plant native hardwood bare root seedlings, 2 years follow-up management/maintenance.
PIONEER	Woodland areas	Attachment N	Woodland/Forest Restoration	2.48 AC	X		Invasive cut/treat, reintroduce native woodland grasses and flowers where possible, two years of follow-up treatments. This site was significantly disturbed in the past, but is an important extension of the natural areas in Reservoir Woods.
POCAHONTAS	unmaintained areas on east side of park	Attachment N	Woodland/Forest Restoration	1.26	X		The area is relatively open with a herbaceous layer dominated by nonnative grasses and invasive weeds. Anticipated restoration to forest may include cut/treat select
VALLEY	All woodland areas	Attachment N	Woodland/Forest Restoration	3.5 AC	X		For the most part, this forest is significantly disturbed and included recently developed forest as well as remnant oak forest that has been disturbed by past filling and/or encroachment. Activities may include cut/treat of invasive species, native seeding, reforestation of west side of south storm pond.
TAMARACK	All woodland areas	Attachment N	Woodland/Forest Restoration	3.15 AC	X		Plant communities at this site are adventive and relatively degraded, but provide valuable continuity with the Ramsey County wetland mitigation site and other city-owned sites further west/northwest. Work would include invasive brush/tree management, herbaceous invasive/nonnative management. Not likely a good candidate for a grant
ROSEBROOK	South boundary	Attachment N	Woodland/Forest Restoration	0.2 AC	X		Cut/treat invasive brush, spray invasive herbaceous vegetation, seed native woodland grasses and flowers, 2 years of grow-in vegetation management
AUTUMN GROVE	Along Hamline Ave., north of tennis courts	Attachment N	Woodland/Forest Restoration	0.6 AC	X		Cut/treat invasives, native seeding, follow-up treatment of invasives for two growing season
WOODHILL	East side of road	Attachment N	Woodland/Forest Restoration	1.6 AC	X		East side of road is 1.6 acres, west side of road is 1.3 acres. Woodland restoration needed on east side of road. Cost assumes work to occur only on east side of Western Ave.
EVERGREEN PARK	South border	N/A	Woodland/Forest Restoratio	0.2 AC	X		Cut/treat invasive brush. This is a small area with limited benefit, ecologically.
OWASSO HILLS	Throughout upland areas	Attachment N	Woodland/Forest Restoration	3.82 AC	X		Includes some areas of remnant prairie/savanna, as well as disturbed woodland restoration. Cut/treat invasive trees/shrubs, treat invasive nonnative herbaceous vegetation, Rx burn of area between trail and RR tracks, native seeding, two years of maintenance

City of Roseville
Construction – Proposal Package I (Natural Resources)
Best Value Selection Summary

April 9, 2014

Section 1: Summary of Scores

Raw Data						Points		
No	Criteria	Possible Points	I-1	I-2	I-3	I-1	I-2	I-3
1	Cost Proposal – Total Base	250	\$1,131,700	\$1,274,000	\$1,493,385	250.0	222.1	189.5
2	Interview Rating	350	9.2	7.5	6.7	350.0	286.4	254.5
3	Risk Plan Rating	150	8.3	5.8	5.8	150.0	105.0	105.0
4	Project Capability Plan Rating	100	8.3	8.3	9.2	90.9	90.9	100.0
5	Value Added Plan Rating	100	7.5	5.0	5.0	100.0	66.7	66.7
6	PPI	50	8.3	9.6	9.0	43.2	50.0	46.9
Total Available Points		1000				984	821	763

Section 2: Ranking

Proposer	Total Score	Difference
I-1	984	--
I-2	821	163
I-3	763	58

Section 3: Committee Ratings

Risk Plan Ratings				Capability Plan Ratings				Value-Added Proposal Ratings			
Evaluator	I-1	I-2	I-3	Evaluator	I-1	I-2	I-3	Evaluator	I-1	I-2	I-3
Evaluator 1	5	5	5	Evaluator 1	10	10	10	Evaluator 1	5	5	5
Evaluator 2	10	5	10	Evaluator 2	10	10	10	Evaluator 2	10	5	5
Evaluator 3	10	10	5	Evaluator 3	10	10	10	Evaluator 3	5	5	5
Evaluator 4	5	5	5	Evaluator 4	5	5	5	Evaluator 4	5	5	5
Evaluator 5	10	5	5	Evaluator 5	10	10	10	Evaluator 5	10	5	5
Evaluator 6	10	5	5	Evaluator 6	5	5	10	Evaluator 6	10	5	5
Average	8.3	5.8	5.8	Average	8.3	8.3	9.2	Average	7.5	5.0	5.0

PM Interview Ratings				Site Super. Interview Ratings			
Evaluator	I-1	I-2	I-3	Evaluator	I-1	I-2	I-3
Evaluator 1	10	10	5	Evaluator 1	10	10	5
Evaluator 2	10	10	10	Evaluator 2	10	5	5
Evaluator 3	10	10	10	Evaluator 3	5	5	5
Evaluator 4	10	10	10	Evaluator 4	5	5	5
Evaluator 5	10	5	5	Evaluator 5	10	10	10
Evaluator 6	10	5	5	Evaluator 6	10	5	5

Vendor	I-1	I-2	I-3
Overall	9.2	7.5	6.7

Package J Documents

Disc Golf Course Improvements

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Kevin Casey LLC. (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

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

**City of Roseville Parks and Recreation Renewal Program
Proposal Package J Disc Golf Course Improvements
Roseville Project Number: 008-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$89,688.00. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

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

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package J Plans
 - Proposal Package J Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

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

ARTICLE 6. MISCELLANEOUS

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

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

THE CITY OF ROSEVILLE

CONTRACTOR:
Kevin Casey LLC
7491 Casey Parkway
Prior Lake, MN 55372

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER
ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR
ADDRESS FOR GIVING NOTICES:

Kevin Casey LLC
7491 Casey Parkway
Prior Lake, MN 55372

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville

Package J: Disc Golf Renovations - Acorn Park

PRE AWARD DOCUMENT

Prepared By: Kevin Casey LLC & DG by Design

4-2-2014

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
1	Upgrade/Install Trash Can stations	\$ 7,200
2	Variety of Environmental Improvements	\$ 0
<i>Total Approved Value Added Options:</i>		<i>\$ 7,200.00</i>

Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
<i>Total Approved Client Scope Changes:</i>		

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$ 82,488
2	Total Approved Value Added Options	\$ 7,200.00
Final Project Cost		\$ 89,688.00

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
<i>Total Approved Value Added Options:</i>		

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
<i>Total Approved Client Scope Changes:</i>		

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	
2	Total Approved Value Added Options (Days)	
3	Total Client Requested Scope Changes (Days)	
Final Project Duration		

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying **major** activities and actions/decisions required from the client

No	Activity / Task	Duration	Start Date	End Date
	2014			
1	Contract Award		4-7	4-7
2	Plan Community Meeting & Announce		4-8	4-8
3	Develop redesign options		4-15	5-26
4	Community Meeting		4-22	4-23
5	Develop redesign erosion abatement options		4-23	5-23
6	Connect with Environmental team to review plans		5-27	6-5
7	Walk thru with RPD people to finalize design plan		6-16	6-23
8	Set timetable: All in Sept/Oct or 9 then 9 spring '15		6-23	6-30
9	Plan erosion abatement items to be done Jul/Aug/Sep & possible clearing that doesn't close course		6-30	7-2
10	Get final quote(s) from vendors		7-1	7-8
11	Phase 1 Erosion abatement and clearing		7-8	7-17
12	Place equipment orders as needed		7-29	7-30
13	Install 6 Caution Flying Disc signs along pathway		8-26	8-30
14	Phase 2 Erosion abatement and clearing		8-26	9-12
15	Remove existing targets (surprise prevents advance theft) & Close Course		9-15	9-15
16	Mark remaining foliage for clearing		9-15	9-25
17	Complete any remaining clearing work		9-16	9-25
18	Mark new tee pad & anchor locations		9-26	9-28
19	Ground preparation for new tee pads		9-29	10-1
20	Auction / donate old baskets?		9-29	10-17
21	Prepare frames for pour		10-2	10-3
22	Pour new pads		10-6	10-17
23	Install new target anchors		10-13	10-15
24	Prep and install temp tee signs		10-13	10-16
25	Install 9 new targets - Course reopens		10-17	10-17
26	Do any late season environmental activities before freeze Ex. Remove oak branches		10-13	10-24
27	Remove old tees & anchors		10-24	11-3
	2015			
28	9-hole Course Swap Timing		4-1	
29	Mark positions for benches		5-1	
30	Ground preparation for new benches		5-1	
31	Install new benches		5-1	
32	Decide on tee sign plan		7-1	
33	Order / Install tee signs		8-1	
34	Insert 9-holes to get back to 18. Open Course		9-15	
	Substantial Completion		10-1	
	Final Payment			

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	Soil conditions
Solution / Strategy:	Removals unforeseen

Identified Risk 2:	Weather conditions
Solution / Strategy:	Alter schedule

Identified Risk 3:	Shortage of materials
Solution / Strategy:	Change in material use

Identified Risk 4:	Inability of design subcontractor to follow through
Solution / Strategy:	Subcontractor has provided list of qualified designers as backup

SECTION 5 – SCOPE OVERVIEW

Acorn Disc Golf Course and Site Renovation

Includes necessary course adjustments and redesign, but not complete redesign, partly based on feedback from neighbors and players.

Includes clearing foliage only as needed to allow revised course routing.

Includes replacing tee pads and targets plus adding signs, benches and possibly trash can stations.

Includes removing existing tee pads, targets and anchors that will not be used in revised layout.

Includes new landscaping to reduce or prevent erosion such as tee pad platforms and skirts, stairs and retaining walls.

Includes environmental improvements as identified by team assigned to review and recommend elements such as trees, compatible shrubbery, heartier grass species and rain gardens. Project will extend over a longer time period than what's required to execute sub tasks to allow some amount of ground recovery to be determined.

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	Project moves ahead as planned after Engagement session(s)
Solution / Strategy:	If our assumption was incorrect, we will adjust redesign plans as needed.

Assumption 2:	Environmental team is satisfied with redesign proposal
Solution / Strategy:	If our assumption was incorrect, we will adjust design accordingly

Assumption 3:	Proposed timing for when course elements are installed is acceptable with the environmental team
Solution / Strategy:	If our assumption was incorrect, we will adjust timing accordingly

Assumption 4:	No major inflationary price increases beyond budget
Solution / Strategy:	If our assumption was incorrect, we will dial back some of the value added landscaping options as needed to stay within budget.

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Assist with Neighbor Engagement meeting	4-25		C.K.
2	Complete draft redesign options	5-23		C.K.
3	Review with Environmental team	6-5		C.K.
4	Complete plan for walk thru	6-16		C.K. / K.C.
5	First phases of clearing and erosion abatement	9-12		K.C.
6	Close course & remove targets	9-15		K.C.
7	Do work to get at least 9 holes ready & reopen	10-17		K.C.
8	Yearend cleanup and environmental activities	11-3		K.C.
	2015			
9	Bench plans and installation	5-1		K.C.
10	Design/order/install tee signs	8-1		C.K./K.C.
11	Reopen the course with 18 holes	9-15		K.C.

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Approve Neighbor Engagement Plan	4-9		J.E. ?
2	Review/Approve redesign options	6-23		RPD
3	Approve Project timetable for course changes	6-30		RPD
	2015			
4	Course holes swap plan and timing	4-1		RPD
5	Approve tee sign plan	7-1		RPD
6	Approve full course reopening	9-10		RPD

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Kevin Casey	Kevin Casey LLC / Owner	952.292.7732	Thecaseyclan5@aol.com
2	Chuck Kennedy	DG by Design / President	651.226.5512	ck34@aol.com
3	Steve West	Course Designer (backup)	612.578.1832	stevenpwest@hotmail.com
4				

City of Roseville
Construction – Proposal Package J (Disc Golf)
Best Value Selection Summary

March 13, 2014

Section 1: Summary of Scores

Raw Data				Points
No	Criteria	Possible Points	J-1	J-1
1	Cost Proposal – Total Base	250	\$89,688	250.0
2	Interview Rating	350	6.3	350.0
3	Risk Plan Rating	150	5.0	150.0
4	Project Capability Plan Rating	100	4.3	100.0
5	Value Added Plan Rating	100	5.0	100.0
6	PPI	50	5.0	50.0
Total Available Points		1000		1000

Section 2: Ranking

N/A

Section 3: Committee Ratings

Project Manager Interview Ratings

Evaluator	J-1
Evaluator 1	10
Evaluator 2	10
Evaluator 3	5
Evaluator 4	5
Evaluator 5	5
Evaluator 6	5

Site Superintendent Interview Ratings

Evaluator	J-1
Evaluator 1	5
Evaluator 2	5
Evaluator 3	5
Evaluator 4	5
Evaluator 5	5
Evaluator 6	10

Risk Plan Ratings

Evaluator	J-1
Evaluator 1	5
Evaluator 2	5
Evaluator 3	5
Evaluator 4	5
Evaluator 5	5
Evaluator 6	5
Average	5.0

Capability Plan Ratings

Evaluator	J-1
Evaluator 1	5
Evaluator 2	5
Evaluator 3	5
Evaluator 4	5
Evaluator 5	5
Evaluator 6	1
Average	4.3

Value-Added Proposal Ratings

Evaluator	J-1
Evaluator 1	5
Evaluator 2	5
Evaluator 3	5
Evaluator 4	5
Evaluator 5	5
Evaluator 6	5
Average	5.0

Package K1 Documents

Sidewalks- County Road B2 and Victoria Sidewalk

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and T.A. Schifsky and Sons, Inc (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

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

**City of Roseville Parks and Recreation Renewal Program
Proposal Package K-1 County Road B-2 and Victoria Avenue Sidewalk
Roseville Project Number: 011-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed

Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR'S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of which prices based on the approximate schedule of quantities, is estimated to be \$1,125,156.55. Final payment shall be made in accordance with the unit prices as shown on CONTRACTOR'S Proposal Form multiplied by the final quantities determined in accordance with the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES

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

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Director of Public Works and Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the ENGINEER shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package K-1 Plans
 - Proposal Package K-1 Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2, and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

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

ARTICLE 6. MISCELLANEOUS

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

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

THE CITY OF ROSEVILLE

CONTRACTOR:

T. A. Schifsky and Sons, Inc.
2370 Highway 36 E
St. Paul MN

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

OWNER
ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach
evidence of authority to sign and resolution
or other documents authorizing execution of
Agreement.)

Attest: _____
(CORPORATE SEAL)

CONTRACTOR
ADDRESS FOR GIVING NOTICES:

T. A. Schifsky and Sons, Inc.
2370 Highway 36 E
St. Paul MN

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach
evidence of authority to sign.)

City of Roseville

Package K1: B-2/Victoria Sidewalk

PRE AWARD DOCUMENT

Prepared By: T.A. Schifsky & Sons, Inc.

04/30/14

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
1	NA	\$0.00
Total Approved Value Added		\$0.00

Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
1	NA	\$0.00
Total Approved Client Scope		\$0.00

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost – Lump Sum Total	\$1,125,156.55
2	Total Approved Value Added Options	\$0.00
3	Total Client Requested Scope Changes	\$0.00
Final Project Cost		\$1,125,156.55

Below is the bid form breakdown of the Lump Sum Total of \$1,125,156.55.

	Unit of Measure	Quantity	Unit Price	Total
MOBILIZATION (5% MAXIMUM)	LS	1	\$50,000.00	\$50,000.00
CLEARING	TREE	18	\$250.00	\$4,500.00
GRUBBING	TREE	18	\$250.00	\$4,500.00
CLEARING	SHRUB	10	\$25.00	\$250.00
GRUBBING	SHRUB	10	\$35.00	\$350.00
REMOVE HEDGE	LF	90	\$12.00	\$1,080.00
TRIM TREE	EACH	25	\$155.00	\$3,875.00
REMOVE CONCRETE CURB & GUTTER	LF	40	\$5.50	\$220.00
SAWCUT AND REMOVE BIT. FOR CURB AND GUTTER REPL.	LF	2280	\$2.50	\$5,700.00
REMOVE STORM SEWER PIPE	LF	519	\$11.00	\$5,709.00
REMOVE BITUMINOUS CURB	LF	310	\$3.00	\$930.00
REMOVE CONCRETE SIDEWALK	SY	265	\$6.00	\$1,590.00
REMOVE BITUMINOUS DRWY. PAVEMENT	SY	2470	\$3.25	\$8,027.50
REMOVE CONCRETE DRWY. PAVEMENT	SY	285	\$4.55	\$1,296.75
REMOVE BITUMINOUS PATHWAY	SY	20	\$10.00	\$200.00
REMOVE BITUMINOUS STREET	SY	196	\$3.50	\$686.00
REMOVE CATCH BASIN	EACH	15	\$625.00	\$9,375.00
REMOVE CONCRETE HANDHOLE	EACH	2	\$150.00	\$300.00
SAWCUT CONCRETE PAVEMENT (FULL DEPTH)	LF	0	\$15.00	\$0.00
SAWCUT CONCRETE DRIVEWAY PAVEMENT (FULL DEPTH)	LF	396	\$3.50	\$1,386.00
SAWCUT BIT PAVEMENT (FULL DEPTH)	LF	303	\$2.95	\$893.85
SAWCUT BIT DRIVEWAY PAVEMENT (FULL DEPTH)	LF	2745	\$2.25	\$6,176.25
SALVAGE MANHOLE OR CATCH BASIN CASTING	EACH	44	\$135.00	\$5,940.00
SALVAGE HYDRANT	EACH	3	\$1,200.00	\$3,600.00
COMMON EXCAVATION (P)	CY	6810	\$18.00	\$122,580.00
SUBGRADE EXCAVATION	CY	75	\$25.00	\$1,875.00
AGGREGATE BACKFILL FOR INFILTRATION TRENCH	CY	300	\$55.00	\$16,500.00
SOIL MEDIUM FOR INFILTRATION AREAS (LV)	CY	660	\$30.00	\$19,800.00
STREET SWEEPER W/PICK UP BROOM	HR	35	\$125.00	\$4,375.00
AGGREGATE BASE CLASS 5	TON	4053	\$15.00	\$60,795.00
BITUMINOUS PATCH MIXTURE	TON	300	\$105.00	\$31,500.00
BITUMINOUS MATERIAL FOR TACK	GAL	40	\$5.00	\$200.00
TYPE SPWEB330 WEARING COURSE	TON	36	\$135.00	\$4,860.00
TYPE SPWEB230 NON-WEARING COURSE	TON	25	\$145.00	\$3,625.00
MODULAR BLOCK RETAINING WALL	SF	440	\$28.00	\$12,320.00
12" RC PIPE SEWER	LF	30	\$53.00	\$1,590.00
12" HDPE PIPE SEWER	LF	893	\$38.00	\$33,934.00
15" HDPE PIPE SEWER	LF	181	\$42.00	\$7,602.00
18" HDPE PIPE SEWER	LF	30	\$45.00	\$1,350.00
6" PERFORATED HDPE PIPE SEWER	LF	798	\$35.00	\$27,930.00

12" PERFORATED HDPE PIPE SEWER	LF	624	\$42.00	\$26,208.00
18" PERFORATED HDPE PIPE SEWER	LF	155	\$51.00	\$7,905.00
INSTALL HYDRANT	EACH	3	\$3,800.00	\$11,400.00
INSTALL 6" DIP WATER MAIN	LF	24	\$77.00	\$1,848.00
POLYSTYRENE INSULATION 4" THICK 4' WIDE	SY	110	\$35.00	\$3,850.00
CONSTRUCT MANHOLE TYPE B	EACH	22	\$2,800.00	\$61,600.00
CONSTRUCT CATCH BASIN TYPE A	EACH	10	\$2,400.00	\$24,000.00
CONSTRUCT MANHOLE TYPE B OVER EXISTING PIPE	EACH	4	\$1,350.00	\$5,400.00
CONSTRUCT CATCH BASIN TYPE A OVER EXISTING PIPE	EACH	8	\$1,350.00	\$10,800.00
RECONSTRUCT MANHOLE/ CATCH BASIN	LF	22	\$435.00	\$9,570.00
CONNECT TO EXISTING STRUCTURE	EACH	1	\$1,500.00	\$1,500.00
MANHOLE CASTING R-1733B	EACH	29	\$890.00	\$25,810.00
ADJUST MANHOLE FRAME & RING	EACH	3	\$765.00	\$2,295.00
HANDHOLE TYPE-PVC METAL COVER	EACH	2	\$350.00	\$700.00
CONSTRUCT 18" NYOPLAST DRAIN W/CASTING	EACH	19	\$3,200.00	\$60,800.00
4" CONCRETE SIDEWALK- MACHINE INSTALLED	SF	65335	\$2.66	\$173,791.10
6" CONCRETE SIDEWALK	SF	2960	\$3.85	\$11,396.00
6" HIGH BITUMINOUS CURB	LF	210	\$10.00	\$2,100.00
CONCRETE CURB & GUTTER DESIGN B-618	LF	125	\$26.50	\$3,312.50
CONCRETE CURB & GUTTER DESIGN B-624	LF	30	\$28.00	\$840.00
CONCRETE CURB & GUTTER DESIGN D-618	LF	20	\$26.50	\$530.00
6" THICK CONCRETE DRIVEWAY PAVEMENT	SY	208	\$39.95	\$8,309.60
8" THICK CONCRETE DRIVEWAY PAVEMENT	SY	50	\$49.50	\$2,475.00
TRUNCATED DOMES	SF	240	\$35.50	\$8,520.00
TRAFFIC CONTROL	LS	1	\$58,000.00	\$58,000.00
CONIFEROUS TREE 6' HT (B & B)	TREE	5	\$450.00	\$2,250.00
DECIDUOUS TREE (2.5 inch, B & B)	TREE	20	\$395.00	\$7,900.00
DECIDUOUS SHRUB (#2 cont.)	SHRUB	20	\$55.00	\$1,100.00
PERENNIAL (4" pot)	PLANT	100	\$18.00	\$1,800.00
PERENNIAL (#1 cont.)	PLANT	5	\$55.00	\$275.00
PERENNIAL (#2 cont.)	PLANT	5	\$65.00	\$325.00
SILT FENCE	LF	2200	\$1.50	\$3,300.00
STORM DRAIN INLET PROTECTION	EACH	58	\$100.00	\$5,800.00
FILTER LOG TYPE COMPOST LOG	LF	8400	\$1.50	\$12,600.00
SALT TOLERANT SOD, WITH 6" TOPSOIL	SY	15246	\$5.50	\$83,853.00
MULCH MATERIAL, TYPE 6	CY	53	\$65.00	\$3,445.00
HYDROSEED WITH 6" TOPSOIL	SY	3230	\$2.90	\$9,367.00
3' X 6' CROSSWALK MARKING WHITE EPOXY	SF	120	\$23.00	\$2,760.00
			Total	\$1,125,156.55

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
1	NA	
Total Approved Value Added		

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
1	NA	
Total Approved Client Scope		

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	67
2	Total Approved Value Added Options (Days)	0
3	Total Client Requested Scope Changes (Days)	0
Final Project Duration		67

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying major activities and actions/decisions required from the client

*See note below

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed			
2	Long Lead Items			
3	Major Construction Activity			
4	Major Construction Activity			
5	Client Decision			
6	Major Construction Activity			
7	Major Construction Activity			
8	Major Construction Activity			
9	Major Construction Activity			
10	Major Construction Activity			
11	Client Decision			
12	Substantial Completion			
13	Final Payment			

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

*Schedule to be coordinated with all proposal packages and will accommodate City of Roseville Parks & Recreation program schedule provide in RFP.

*Detailed project schedule to be provided & approved by City prior to start date.

See Attached Schedule for major/minor activities and decisions that will be required

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	Weather – Excessive Heat or Rain
Solution / Strategy:	Allow float time in the schedule for weather delays. Using proper means and methods for installation of materials.

Identified Risk 2:	Management of Erosion Control Items
Solution / Strategy:	Using BMP's in compliance with the current regulations. Our team has received zero fines and has the proper schooling, experience and certifications for handling this type of project.

Identified Risk 3:	Surveying
Solution / Strategy:	Verifying and coordinating grades with the City will limit schedule delays and additional revisions.

SECTION 5 – SCOPE OVERVIEW

A clear description of “what’s in” and “what’s out” of the scope.

The one modification to scope of work would be doing hand forming concrete work at ped ramps and where necessary.

T.A. Schifsky & Sons have not modified any other items and will follow plans and specs to complete the scope of work as originally defined on bid date.

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	Not at this time.
Solution / Strategy:	NA

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Earthwork/Class V/Removals/Erosion Control	7.27.14	\$400,000.00	Schifsky
2	Utilities	7.27.14	\$300,000.00	Northdale
3	Concrete	8.03.14	\$200,000.00	O'Malley
4	Restoration	8.22.14	\$100,000.00	Lino Lakes
5	Mobilization/Demobilization/Traffic Control	8.26.14	\$100,000.00	Schifsky

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)



2370 E. Hwy 36 • North St. Paul, MN 55109
Phone: 651-777-1313 • Fax: 651-777-7843

Company: T.A. Schifsky & Sons, Inc.
Project Manger: Jonathan Hager & Rob Stangler (Sup)
Phone: 651-248-0300 & 651-775-8399
Fax: 651-777-7843
Email: jhager@taschifsky.com

Company: Safety Signs (Traffic Control)
Superintendent: Reed Leidle
Phone: 952-797-4792
Email: reed@safetysings-mn.com

Company: O'Malley Construction (Concrete Work)
Project Manger: Lori O'Malley
Phone: 507-357-6330
Fax: 507-357-6139
Email: omalleyconstruction@frontier.net

Company: Northdale Construction (Utility Work)
Project Manger: Tom Wilebski
Phone: 612-369-5954
Email: tomw@northdaleconst.com

Company: Lino Lake Landscaping (Landscaping and Restoration Items)
Project Manger: Andy Houle
Phone: 651-497-0383
Email: andyhoule.@msn.com

Company: Erickson Civil Site (Surveying)
Project Manger: Todd Erickson
Phone: 612-309-3804
Email: todd@tericksonllc.com

City of Roseville

Construction – Proposal Package K-1 (B2/Victoria Sidewalks)

Best Value Selection Summary

April 9, 2014

Section 1: Summary of Scores

Raw Data					Points	
No	Criteria	Possible Points	K-1A	K-1B	K-1A	K-1B
1	Cost Proposal – Total Base	250	\$1,147,203	\$1,125,157	245.2	250.0
2	Interview Rating	350	5.8	6.7	306.3	350.0
3	Risk Plan Rating	150	5.0	5.0	150.0	150.0
4	Project Capability Plan Rating	100	5.8	5.0	100.0	85.7
5	Value Added Plan Rating	100	5.8	5.8	100.0	100.0
6	PPI	50	6.3	9.5	33.2	50.0
Total Available Points		1000			935	986

Section 2: Ranking

Proposer	Total Score	Difference
K-1B	986	--
K-1A	935	51

Section 3: Committee Ratings

Risk Plan Ratings			Capability Plan Ratings			Value-Added Proposal Ratings		
Evaluator	K-1A	K-1B	Evaluator	K-1A	K-1B	Evaluator	K-1A	K-1B
Evaluator 1	5	5	Evaluator 1	5	5	Evaluator 1	5	5
Evaluator 2	5	5	Evaluator 2	5	5	Evaluator 2	5	5
Evaluator 3	5	5	Evaluator 3	10	5	Evaluator 3	10	10
Evaluator 4	5	5	Evaluator 4	5	5	Evaluator 4	5	5
Evaluator 5	5	5	Evaluator 5	5	5	Evaluator 5	5	5
Evaluator 6	5	5	Evaluator 5	5	5	Evaluator 5	5	5
Average	5.0	5.0	Average	5.8	5.0	Average	5.8	5.8

PM Interview Ratings

Evaluator	K-1A	K-1B
Evaluator 1	10	10
Evaluator 2	5	5
Evaluator 3	5	5
Evaluator 4	5	5
Evaluator 5	5	10
Evaluator 6	5	5
Average	5.8	6.7

Package K-3 Documents

Sidewalk/Pathways at various park locations

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made as of the _____ day of May, 2014, by and between the City of Roseville (hereinafter called the OWNER) and Bituminous Roadways, Inc. (hereinafter called the CONTRACTOR). This AGREEMENT WITNESSETH, that the OWNER and the CONTRACTOR, for the consideration hereinafter stated, agree as follows:

ARTICLE 1. WORK

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

**City of Roseville Parks and Recreation Renewal Program
Proposal Package K-3 Bituminous Park Pathways
Roseville Project Number: 012-2014**

and to do everything required by this Agreement and the Contract Documents.

ARTICLE 2. CONTRACT TIME

- 2.1 Completion – The CONTRACTOR agrees that the work contemplated by this contract shall be fully and satisfactorily completed as stated in the Special Conditions and titled “Execution of the Work and Completion Dates”.
- 2.2 Liquidated damages – OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each day that expired after the time specified in Paragraph 2.1 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight-hundred dollars (\$800.00) for each calendar day that expires after the time specified in Paragraph 2.1 for completion and readiness for final payment.

ARTICLE 3. CONTRACT PRICE

The OWNER agrees to pay and the CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit, or lump sum items as set forth in the Conformed Copy of Proposal, form hereto attached which prices shall conform to those in the accepted CONTRACTOR’S Proposal on file in the office of the City Manager of the City of Roseville, Minnesota, the aggregate of prices based on the Pre-Award Document, is \$83,235.00. Final payment shall be made in accordance with the CONTRACTOR’S Proposal Form in accordance with the General Conditions and Pre-Award Document.

ARTICLE 4. PAYMENT PROCEDURES

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

- 4.1 Progress and final payments will be on the basis of the CONTRACTOR'S Application for Payment as approved by the Parks and Recreation Director.
- 4.2 The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. However, when the work is substantially complete, the retained amount may be reduced by the owner at its sole discretion below 5% to only that amount necessary to assure completion.
- 4.3 With the written approval of Bonding Company, a sum sufficient to increase the total payments of the CONTRACTOR to 98% of the Contract Price less retainage as the CITY OF ROSEVILLE shall determine for all uncompleted work and unsettled claims.
- 4.4 Upon final completion of the work and settlement of all claims and receipt of Minnesota State Withholding Certificate the remainder of the Contract Price will be remitted in accordance with the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 The Proposal Form.
- 5.2 Special Conditions of the Specifications for Public Improvements.
- 5.3 Special Conditions.
- 5.4 General Conditions.
- 5.5 Specifications.
- 5.6 Plans and drawings, which are attached to Specifications are identified as:
 - Proposal Package K-3 Plans
 - Proposal Package K-3 Pre-Award Document
 - Final Construction Plan Set
- 5.7 Addenda 1, 2 and 3.
- 5.8 Contract Bonds.
- 5.9 Certificate of Acknowledgment.
- 5.10 Form of Agreement.
- 5.11 Notice of Award.

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

ARTICLE 6. MISCELLANEOUS

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

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

THE CITY OF ROSEVILLE

CONTRACTOR:

Bituminous Roadways, Inc.
1520 Commerce Drive
Mendota Heights, MN 55120

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick J. Trudgeon

By: _____
Its: _____

Attest: _____
(SEAL)

Attest: _____
(CORPORATE SEAL)

OWNER

ADDRESS FOR GIVING NOTICES:

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR

ADDRESS FOR GIVING NOTICES:

Bituminous Roadways, Inc.
1520 Commerce Drive
Mendota Heights, MN 55120

License No.

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

City of Roseville
Package K-3 – Park Pathways

PRE AWARD DOCUMENT

Prepared By: Bituminous Roadways, Inc.

4/30/14

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
1	Mobilization	(\$2,800.00)
<i>Total Approved Value Added Options:</i>		<i>(\$2,800.00)</i>

Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
1	Pocahontas: 61,166 SF seed and mulch blue grass typical	\$8,400.00
2	Deduct bid bond	(\$195.00)
<i>Total Approved Client Scope Changes:</i>		<i>\$8,205.00</i>

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$77,830.00
2	Total Approved Value Added Options	(\$2,800.00)
3	Total Client Requested Scope Changes	\$8,205.00
Final Project Cost		\$83,235.00

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
<i>Total Approved Value Added Options:</i>		

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
<i>Total Approved Client Scope Changes:</i>		

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	24
2	Total Approved Value Added Options (Days)	
3	Total Client Requested Scope Changes (Days)	1
Final Project Duration		25

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying **major** activities and actions/decisions required from the client

*See note below

No	Activity / Task	Duration	Start Date	End Date
2	Major Construction Activity – Langton Lake	2 wks	5/19/14	7/6/14
3	Major Construction Activity – Maplevue	2 wks	5/19/14	7/6/14
4	Major Construction Activity – Upper Villa	2 wks	5/19/14	7/6/14
5	Major Construction Activity – Howard Johnson	4 wks	5/26/14	6/30/14
6	Major Construction Activity -- Evergreen	4 wks	6/16/14	7/1/14
7	Major Construction Activity -- Pocahontas	4 wks	6/23/14	7/18/14
8				
9				
10				
11	Client Decision			
12	Substantial Completion		5/19/14	7/18/14
13	Final Payment			9/8/14

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

*Schedule to be coordinated with all proposal packages and will accommodate City of Roseville Parks & Recreation program schedule provided in RFP.

*Detailed project schedule to be provided & approved by City prior to start date.

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	Following other contractors
Solution / Strategy:	Attend progress meetings for other contracts awarded

Identified Risk 2:	General Public
Solution / Strategy:	Utilize barricades

Identified Risk 3:	Weather
Solution / Strategy:	Be prepared for all weather events, i.e. erosion control BMP's

SECTION 5 – SCOPE OVERVIEW

Pathway rebuild per plan, spec and approved changes per this document.

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	None
Solution / Strategy:	N/A

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Vendor Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party

Client Action Item Checklist

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Jason Krause	Bituminous Roadways, PM	651-686-7001	krausej@bitroads.com
2	Mike Janorschke	Bituminous Roadways, Supt	612-366-2768	janorskem@bitroads.com

City of Roseville
Construction – Proposal Package K-3 (Pathways)
Best Value Selection Summary

Section 1: Summary of Scores

Raw Data						Points		
No	Criteria	Possible Points	K-3A	K-3B	K-3C	K-3A	K-3B	K-3C
1	Cost Proposal – Total Base	250	\$77,830	\$78,960	\$158,500	250.0	246.4	122.8
2	Interview Rating	350	5.8	5.0	5.8	350.0	300.0	350.0
3	Risk Plan Rating	150	5.0	5.0	5.8	128.6	128.6	150.0
4	Project Capability Plan Rating	100	5.0	5.0	5.0	100.0	100.0	100.0
5	Value Added Plan Rating	100	5.0	5.0	5.0	100.0	100.0	100.0
6	PPI	50	7.5	9.4	7.2	39.9	50.0	38.3
Total Available Points		1000				968	925	861

Section 2: Ranking

Proposer	Total Score	Difference
K-3A	968	--
K-3B	925	43
K-3C	861	64

Section 3: Committee Ratings

Risk Plan Ratings				Capability Plan Ratings				Value-Added Proposal Ratings			
Evaluator	K-3A	K-3B	K-3C	Evaluator	K-3A	K-3B	K-3C	Evaluator	K-3A	K-3B	K-3C
Evaluator 1	5	5	5	Evaluator 1	5	5	5	Evaluator 1	5	5	5
Evaluator 2	5	5	5	Evaluator 2	5	5	5	Evaluator 2	5	5	5
Evaluator 3	5	5	5	Evaluator 3	5	5	5	Evaluator 3	5	5	5
Evaluator 4	5	5	5	Evaluator 4	5	5	5	Evaluator 4	5	5	5
Evaluator 5	5	5	10	Evaluator 5	5	5	5	Evaluator 5	5	5	5
Evaluator 6	5	5	5	Evaluator 6	5	5	5	Evaluator 6	5	5	5
Average	5.0	5.0	5.8	Average	5.0	5.0	5.0	Average	5.0	5.0	5.0

PM Interview Ratings			
Evaluator	K-3A	K-3B	K-3C
Evaluator 1	10	5	10
Evaluator 2	5	5	5
Evaluator 3	5	5	5
Evaluator 4	5	5	5
Evaluator 5	5	5	5
Evaluator 6	5	5	5
Average	5.8	5.0	5.8