



**UTILITY COMMISSION AGENDA**  
**Wednesday, June 22, 2016**  
**5:30 p.m.**

1. **Meeting Called to Order**
2. **Roll Call**
3. **Consent Agenda**  
*The following items are considered non-controversial by staff and are recommended to be read and passed in one motion. Any commission member, staff, citizen or meeting attendee can request one or more items be pulled from the consent agenda and the item will be pulled and addressed immediately after the passage of the consent agenda. Otherwise, the following will be passed in one motion:*
  - A) Approval of Meeting Minutes from June 8, 2016 (pp. 2 - 15).

**Agenda**

4. Elder Drive & Glory Road Feasibility Report (pp. 16 – 25).  
*\*Staff recommends the Utilities Commission make a motion to City Council to approve the WSB Elder Drive & Glory Road Feasibility Study for the HJ Junior Box and Multi-Tenant Developments.*
5. 2016 Glory Road & Elder Drive Improvements Project Engineering Request for Proposals (pp. 26 – 43).  
*\*Staff recommends the Utilities Commission make a motion to City Council to award the professional engineering and related services contract for 2016 Elder Drive & Glory Road Improvements to WSB in the not to exceed amount of \$42,800.00.*
6. Adjourn.



**UTILITIES COMMISSION**  
**June 8, 2016**

The regular meeting of the Baxter Utilities Commission was called to order at 5:30 p.m. by Chairman Rock Yliniemi.

MEMBERS PRESENT: Commissioners Jack Christofferson, Shawn Crochet, Dave Franzen, Doug Wolf, and Chairman Rock Yliniemi.

MEMBERS ABSENT: Council Liaison Mark Cross.

STAFF PRESENT: Public Works Director/City Engineer Trevor Walter and Administrative Assistant Mary Haugen.

OTHERS PRESENT: WSN Consulting Engineer Aric Welch, SEH Consulting Engineer Scott Hedlund, and Bolton & Menk Consulting Engineers Mike Rardin and Bryan Drown.

**APPROVAL OF MINUTES OF May 4, 2016**

**MOTION** by Commissioner Crochet, seconded by Commissioner Christofferson to approve the Utilities Commission minutes of May 4, 2016. Motion carried unanimously.

**WSB FEASIBILITY STUDY PROPOSAL FOR ELDER DRIVE AND GLORY ROAD IMPROVEMENTS**

Public Works Director/City Engineer Walter reviewed the WSB proposal to prepare the Feasibility Study for the proposed improvements on Elder Drive from Forthun Road to Garrison Road and Glory Road at the intersection of T.H. 371.

As part of the Traffic Engineering Review for the HJ Development project, proposed improvements were recommended for Elder Drive and Glory Road to accommodate existing and future traffic conditions. The proposed recommended improvements include:

1. Restripe the Elder Drive from Forthun Road to Garrison Road with a continuous center left turn lane.
2. Construction of right turn lanes at Forthun Road, Garrison Road and the proposed development site entrance.
3. Short term improvement for restriping the eastbound Glory Road approach to TH 371 and converting the traffic signal to split phasing.

WSB proposes to complete the Feasibility Study Proposal for Elder Drive & Glory Road Improvements in the not to exceed amount of \$7,500.00.

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**MOTION** by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the WSB Feasibility Study Proposal for the 2016 Elder Drive & Glory Road Improvements in the not to exceed amount of \$7,500.00. Motion carried unanimously.

**WHIPPLE BEACH RECREATIONAL AREA PEDESTRIAN CROSSING REVIEW**

Public Works Director/City Engineer Walter reviewed the WSB pedestrian crossing for the Whipple Beach Recreational Area located on Oakwood Drive. The primary purpose was to review the area and determine an appropriate location of a connection and trail to Whipple Beach including a crossing of Clearwater Road and Oakwood Drive connecting the Clearwater Road trail to Cedar Scenic Road.

WSB Consulting Engineer Rickart recommended the following short term and future improvements listed below:

Short Term Improvements:

- Provide a connection to the Whipple Beach Park at the boat landing driveway across from the existing sidewalk on the west end of the parking lot.
- Provide a trail segment on the west side of Oakwood Drive from Whipple Beach Park to a location north of Camp Vanasek.
- Provide a marked crosswalk with a flasher system across Oakwood Drive on the north side of the Camp Vanasek baseball/softball field. This will avoid impacts to the Camp Vanasek building area and septic drain field.

Future Improvements:

- Provide an off road trail to the east side/south side of Oakwood Drive/Clearwater Road from Cedar Scenic Road to Welton Road.
- Provide a marked crosswalk with a flasher system across Clearwater Road east of Welton Road, connecting to the existing trail along the eastside of Clearwater Road and future trail around Whipple Beach Park.

Additional information was submitted clarifying the location of the proposed Oakwood Drive Pedestrian Crossing. The location of the pedestrian crossing was determined based on the following factors:

- Location of the Camp Vanasek baseball/softball field
- Location of the Camp Vanasek septic system drain field
- Sight distance to and from the curve on Oakwood Drive at Whipple Beach

Based on these items the location was identified as far south as possible without impacting Camp Vanasek facilities. This provides additional sight lines to and from the crosswalk. However, based on the sight distance guidelines the crossing could be moved an additional 75 feet north if necessary and still meet all the location criteria.

**MOTION** by Commissioner Wolf, seconded by Commissioner Franzen to recommend City Council approve the Oakwood Drive bike and pedestrian trail crossing location. Motion carried unanimously.

**2015 MILL & OVERLAY IMPROVEMENTS PROJECT MONTHLY PROJECT UPDATE**

The following is an update on the status of the current work tasks on the project:  
Construction:

- Reclaiming and paving operations that were held over until 2016 for Edgewood Drive north of Clearwater Road and at the Glory Road/Isle Drive intersection are complete.
  - This work was constructed under traffic.
- Construction on the remainder of the project is also complete.
- Final paperwork, turf restoration maintenance period, and post construction services remain.
- Application for Payment No. 5 to Anderson Brothers is planned for approval by the Utilities Commission and City Council in June.
- Application for Payment No. 6 - Final is planned for approval by the Utilities Commission and City Council in July.

The following is an update on the status of the project budget:

Total project budget:

- Final costs are anticipated to come in under the total project budget of \$2.5M certified at the assessment hearing.

Consultant budget:

- There are no unapproved scope changes at this time.

**2015 MILL & OVERLAY IMPROVEMENTS PROJECT PARTIAL PAY ESTIMATE NO. 5**

SEH Consulting Engineer Hedlund reviewed Partial Pay Estimate No. 5 for the 2015 Mill & Overlay Improvements Project with the commission. Mr. Hedlund had no concerns with Partial Pay Estimate No. 5 and recommends approval.

Public Works Director/City Engineer Walter requested an analysis of the engineering fees for the project.

**MOTION** by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the Anderson Brothers Partial Pay Estimate No. 5 in the amount of \$311,216.19 for the 2015 Mill and Overlay Improvements Project. Motion carried unanimously.

Discussion: Public Works Director/City Engineer Walter informed the commission there are five (5) driveways that have warranty work that needs to be completed. Anderson Brothers Construction is aware of this matter and will complete the work as soon as possible.

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**2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT MONTHLY UPDATE**

The following is an update on the status of the various work tasks on the project:

Permits

- The necessary wetland permits have been secured.
- The necessary MnDOT right of way (ROW) permit has been secured.
- The necessary MPCA NPDES Construction Stormwater Permit will be secured by the contractor prior to start of construction.

Easements

- Easement agreements from all but 2 parcels have been secured to date.
  - The remaining 2 are temporary easements for driveway resloping.  
One of the two has given verbal approval.
- Beyond the easements above, 2 additional easements combined with maintenance agreements are being negotiated with the school district to cover the existing storm ponds on the west and southeast sides of Baxter Elementary School property.
  - The west pond is planned for improvement with the 2016 Mill & Overlay Project and the southeast pond is planned for improvement with this project.

Bidding

- Bids were opened on May 3, 2016.
  - Two bids were received.
  - Both bids were below the engineer's estimate.
  - Anderson Brothers Construction of Brainerd is the low bidder.
- City Council award consideration is planned for June 7, 2016.

Assessment Hearing

- The assessment hearing is planned for Thursday, June 2, 2016.

Construction

- The preconstruction conference (for the Contractor, Private Utility Companies, City Staff, and SEH) is tentatively planned for June 9th at 9am at City Hall.
- The preconstruction neighborhood meeting is tentatively planned for June 9th at 6pm at City Hall.
- Anderson Brothers has advised construction is tentatively planned to start as early as June 13th (depending on when the City awards the project) with completion by September 1, 2016.

Utility Relocation Work

- Centerpoint Energy gas main and service relocation/upgrade work started in May and is planned to be complete prior to the City's construction project starting.

The following is an update on the status of the project budget:

Total project budget:

- The total project budget based on the as-bid construction costs and figures to be presented at the Assessment Hearing is \$1.3M which compares favorably to preliminary budget of \$2.05M from the Feasibility Report.

Consultant budget:

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- SEH construction services proposal is planned for approval by the Utilities Commission and City Council in June.

**2016 FAIRVIEW ROAD IMPROVEMENTS PROJECT CONTRACT AWARD LETTER**

The project was awarded by City Council at the June 7<sup>th</sup> meeting due to project scheduling.

**AGREEMENT FOR PROFESSIONAL SERVICES FOR THE 2016 FAIRVIEW ROAD IMPROVEMENTS CONSTRUCTION SERVICES**

SEH Consulting Engineer Hedlund reviewed the Agreement for Professional Services for the 2016 Fairview Road Improvements Project.

Mr. Hedlund updated the commission on the two (2) reported petroleum releases by the Elementary school and Super America gas station. Public Works Direct/City Engineer Walter explained this might change the assessments for both properties if no contamination is found with the installation of the storm sewer.

**MOTION** by Commissioner Crochet, seconded by Commissioner Wolf to recommend City Council approve the SEH, Inc. Agreement for Professional Services for the 2016 Fairview Road Improvements Project for Construction Services in the estimated amount of \$97,106.00. Motion carried unanimously.

**2016 CHIP SEAL PROJECT MONTHLY UPDATE**

Work completed since last update is as follows:

A pre-construction conference was held Wednesday, May 4, 2016. The contractor requested an early June start date. City staff reviewed and denied the request since required city maintenance work (manhole rehabilitation) could not be completed soon enough to accommodate the early start request.

The city requested costs to sealcoat the public works facility parking lot. Contract prices suggested that could be done for about \$20,000. The contractor stated this work would be more costly than street sealcoating and on May 25, 2016 provided a quote of \$62,984 to perform this work. City staff withdrew their request to do this work in 2016 and is considering including it in the 2017 sealcoat project.

Project schedule and completion is as follows:

The project is currently on schedule with no delays anticipated. The following schedule and completion requirements were incorporated into this project:

1. Construction operations are not to be started prior to Tuesday, July 5, 2016, except stockpiling of aggregate materials.
2. The contractor is to notify the City of their proposed work schedule at least five (5) working days in advance of beginning work.
3. All seal coat, fog, and interim pavement marking work required under this

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Contract is to be completed no later than August 15, 2016 and within ten (10) working days from project initiation.

4. All construction operations are to be completed no later than August 26, 2016.

Engineering costs are as follows:

The City contracted with BMI for design services for this project in early March. Because the City was uncertain over Franchise Fee creation and street maintenance funding during late February and early March, construction services were not contracted for by the City. Design services were completed by BMI with the submittal of project plans and specifications to the County on March 7, 2016.

On April 12, 2016, a proposal for construction Observation Services was submitted to the City in the amount of \$11,000. The cost proposed is higher than what would normally be expected on this type of project. This is based on past experience associated with this Contractor. If the Contractor performs in an expedient manner, we would expect costs to be much less than the \$11,000 proposed. Last year construction observation costs for this work with this same Contractor totaled \$11,077. The contract contains provisions to assess the Contractor charges for failure to complete this work in a timely manner (time limits described above). The County was informed prior to the bidding process the City will be expecting the contractor to satisfactorily complete the project within the contract time provided or damages will be assessed the contractor.

**2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT MONTHLY UPDATE**

Work completed since last update is as follows:

The improvement hearing for this project was held on May 5, 2016 and approximately 10 people attended. Questions were answered and there was general support for the project as proposed. Access and visitor parking during construction were expressed as concerns by residents of the Country Club Estates Homeowners Association. Council was provided a project update at their May 17, 2016 meeting at which time they ordered the project and preparation of final plans and specifications for the project. Final plans and specifications are complete and suitable for bidding purposes pending city review and approval.

Project schedule is as follows:

The project has been delayed approximately four (4) weeks due to considering the possible relocation of the storm sewers on the Mill's site. However, the project is still on schedule for 2016 construction. It should be noted that due to limited time available to develop this project, timeframes for some tasks has been compressed. In particular:

1. Council is being asked to approve final plans just prior to Commission review. It is understood that any plan or specification revisions the Commission feels

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are necessary, will be incorporated into the final plan set and specifications for this project.

2. Normal city practice has been to declare costs to be assessed, approve the preparation of assessments, and conduct an assessment hearing after bids have been received. This provides a comfort level where the city can stop the project should bid costs come in higher than anticipated. Once actual costs are known, the assessment process is undertaken. In this case, doing that extends the project time at least six weeks making 2016 difficult, if not impossible, to achieve.

To compress project development time, it is proposed to begin the assessment process using estimated project costs based on the recently updated Feasibility Report. Based on this proposed timeline, bids would be received on July 5, 2017, bid review by the Utility Commission on July 6, 2017, and bid amounts utilized for the assessment hearing proposed for July 7, 2016. Should bid and assessment costs be higher than anticipated or desired, the project can be delayed or cancelled. This allows for financial control desired by the city and residents, yet expedites the project process so 2016 construction may be maintained.

Assuming bids are reasonable (at or below the Engineer's estimate) and assessment hearing results are acceptable; Council will be in a position to consider adopting assessments and awarding a contract for this project on July 19, 2016. Construction of this proposed project is estimated to take approximately six to eight weeks.

Completion dates are as follows:

The revised schedule attached allows for project completion during the first half of October. Further delays to the project will likely cause construction to be delayed to 2017. It is estimated that it will take approximately six to eight weeks to construct this project.

Easements are as follows:

No easements or right of way acquisition are anticipated for this project as it is currently proposed.

Costs are as follows:

The City should be aware that the work associated with the possible storm sewer relocations has resulted in extra work and costs. The City Council was appraised of the estimated costs for this extra work, the sewer inspection costs, and the sewer capacity analysis costs at their meeting on March 3, 2016. An amendment to the agreement based on those discussions will be provided for approval in the near future.

Other work on the project has been continuing as agreed to according to the existing “Not to Exceed” contract.

**2016 GOLF COURSE DRIVE POWER POINT PRESENTATION ON THE PLANS AND SPECIFICATIONS**

Bolton & Menk Consulting Engineer Mike Rardin reviewed the power point presentation on the 2016 Golf Course Drive plans and specifications. The project schedule has a very tight timeframe with bid opening on July 5<sup>th</sup>, council review on July 6<sup>th</sup>, assessment hearing on July 7<sup>th</sup> and adoption of the assessments and awarding of the project on July 19<sup>th</sup>.

Bolton & Menk Consulting Engineer Bryan Drown reviewed the plans with the commission. Public Works Director/City Engineer Walter explained the plans in the packet were not the most current as revisions have been made since the packet went out last week.

Utilities Commissioner Christofferson stated the following concerns on the plans:

- 3.3 - the arrows showing locations – the leads have no information
- 3.4 - the oval shown at the top of the lift station does not allow you to read the information
- 4.8 - the oval shown at the top of the lift station does not allow you to read the information
- 5.1 – demarcation should have legend for work being done
- 6.1 – sign designation not shown

Public Works Director/City Engineer Walter thanked the commission for their review time and comments.

Public Works Director/City Engineer Walter stated the compressed schedule does allow a small leeway if needed; substantial completion is scheduled for September 30<sup>th</sup> and final completion date of October 14, 2016.

**2016 GOLF COURSE DRIVE IMPROVEMENTS PROJECT PLANS AND SPECIFICATIONS**

Public Works Director/City Engineer Walter informed the commission the project plans and specifications were approved by City Council at the June 7<sup>th</sup> meeting due to project scheduling.

**2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT MONTHLY UPDATE**

**Work Completed Since Last Update**

Bids were opened on Tuesday, May 17, 2016. Two bids were received with Tri-City being the apparent low bidder. Results of the bids and corresponding project costs and assessments are shown in the attached letter dated May, 18, 2016.

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The City Council reviewed the bids at a special Council meeting on May 24, 2016 and made a motion to prepare the assessment rolls and hold the Assessment Hearing on Monday, June 13, 2016.

Project Schedule:

Assessment Hearing:	June 13, 2016
Anticipated Construction Start:	July 2016
Substantial Completion:	August 12, 2016
Final Completion:	August 26, 2016

Changes:

John Street:

A discussion with a property owner resulted in the discovery of a buried culvert pipe under the driveway. Discussions with City staff indication the pipe was likely installed by the City to carry drainage from the south side of John Street to the low area along Inglewood Drive. The pipe has since been silted in and drainage from the right-of-way is running over the driveway and across private property. It is recommended the culvert be replaced with the project.

**2016 MILL & OVERLAY, FULL DEPTH RECLAMATION AND RIGHT TURN LANE CONSTRUCTION PROJECT CONTRACT AWARD RECOMMENDATION**

City Consulting Engineer Welch reviewed the bids for the 2016 Mill & Overlay, Full Depth Reclamation and Right Turn Lane Construction Project. The bids were opened on Tuesday, May 17, 2016.

The following two bids were received:

Tri-City Paving, Inc.	\$806,167.45
Anderson Brothers Construction Company	\$912,603.17
Engineer's Estimate	\$1,061,125.75

Tri-City Paving, Inc.'s bid was significantly lower than the Engineer's Estimate and the second low bid. Mr. Welch stated this raised some concerns that something was possibly missed or the bid contained an error. Tri-City Representative Dan Surma assured WSN their bid was correct and they intend to honor the unit bid prices. Mr. Welch has placed a copy of the email confirming this conversation in the project file.

Mr. Welch recommended the contract be awarded to Tri-City Paving, Inc., the lowest responsive and responsible bidder, on the basis of the unit prices as listed in the Bid Form and Bid Tabulation.

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**MOTION** by Commissioner Wolf, seconded by Commissioner Crochet to recommend City Council award the 2016 Mill and Overlay, Full Depth Reclamation and Right Turn Lane Construction Project to Tri-City Paving in the amount of \$806,167.45. Motion carried unanimously.

**2015 DELLWOOD DRIVE & NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS PROJECT MONTHLY UPDATE**

Work completed since last update is as follows:

A final walk through of the project was completed on Thursday, May 26, 2016. Representatives from the City, WSN, RL Larson and Crow Wing County Highway Department were present. Based on the walkthrough, the project was determined to be substantially complete.

Project schedule is as follows:

The Contractor will continue to work on punch list items and miscellaneous cleanup. Tri City will be completing warranty repair work on Inglewood Drive.

Completion dates are as follows:

Per Change Order No. 2 Agreement, the revised substantial completion date is May 26, 2016 with a final completion date of June 9, 2016.

Easements are as follows:

Two roadway easements remain to be signed (Tanner and Wicklund). John Tanner has indicated he intends to sign the easement document and vacation agreement when he returns in mid-June. WSN is working with Wicklund by supplying additional requested information on resultant lot areas.

Hilltop Trailer Sales easement is still being held up by the bank financing the property.

A vacation hearing for the Positive Realty, General Rental and Tanner properties will likely be held in July.

**2015 DELLWOOD DRIVE & NOVOTNY ROAD, INGLEWOOD DRIVE AND INDEPENDENCE ROAD IMPROVEMENTS PROJECT PARTIAL PAY ESTIMATE NO. 6**

WSN Consulting Engineer Welch reviewed Partial Pay Estimate No. 6 for the 2015 Dellwood Drive, Novotny Road, Inglewood Drive and Independence Road Improvements Project with the commission. WSN Consulting Engineer Welch had no concerns with Partial Pay Estimate No. 6 and recommends approval.

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Public Works Director/City Engineer Walter stated the IC134's would need to be submitted to the City by the contractor before the City would make final payment. Currently there is an issue between the prime contractor and sub-contractor which will need to be resolved before the IC134's can be submitted to the City.

**MOTION** by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the R. L. Larson Excavating Partial Pay Estimate No. 6 in the amount of \$118,619.48 for the 2015 Dellwood Drive & Novotny Road, Inglewood Drive and Independence Road Improvements Project. Motion carried unanimously.

**LIFT STATION NO. 8 RECONSTRUCTION PROJECT MONTHLY UPDATE**

Summary of work completed since last update is as follows:

The insurance, bonds and contract documents have been reviewed and approved by the City Attorney. The Agreement has been signed and the Notice to Proceed was issued on May 18, 2016. Shop drawing review is currently underway.

Project schedule is as follows:

WSN has requested a detailed schedule from the Contractor. The intent is to complete the project before the start of 2016 Mill and Overlay project to avoid construction conflicts and marring of the new roadway surface. Substantial Completion, in accordance with the contract documents, is August 12, 2016.

**WATER TREATMENT PLANT POLYMER PILOT TESTING MONTHLY REPORT**

The polymer feed system was started on April 20, 2016 with the feed rate of 0.25 mg/L at the influent of the detention basin. The results showed that the filter run length increased to 20.5 hours from about 14 hours. The filter run was terminated at 20.5 hours because of high iron in filters 2 and 4.

The feed rate was then increased to 0.50 mg/L on May 6, 2016. The results showed that the filter run increased to 24.1 hours. The filter run was terminated at 24.1 hours because of high iron in filter 2 and 4. One additional run was completed on May 8, 2016 with the polymer feed rate of 0.5 mg/L. The run was terminated after a 24 hour filter run. The unit filter run volume increased from 1200 gallons to 1821 gallons, a substantial increase.

The polymer feed rate was increased to 0.75 mg/L on May 9, 2016 and the filter run was terminated after 21.5 hours as the iron levels in the filter 2 effluent increased to 4 mg/L. Bench scale testing during the plant evaluation study had shown that optimum feed rate was 0.75 mg/L.

The feed rate was decreased to 0.5 mg/L on May 11, 2016. The sludge levels in the detention basin increased to 9" and the filter run was 24.1 hours with VFRV of 1,821 gallons. The iron in

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the detention basin influent was measured as 3.85 mg/L and the detention basin effluent was 3.42 mg/L showing some removal of iron in the detention basin.

The polymer feed was stopped on May 14, 2016 as it was noticed that the polymer was being carried over to the filters and the backwash was not very effective in removing the polymer. Public Works Supervisor Cassady will make adjustments to lower the level in the filter before starting the air/water simultaneous backwash while slightly decreasing the high rate backwash.

The decanter system, when installed, will allow the recycle of the backwash water in the backwash recovery basin to start after only one hour compared to three hours at present.

**WATER TREATMENT PLANT 2017 TROUGH REPLACEMENT PROJECT  
INSTALLATION SCHEDULE**

Public Works Director/City Engineer Walter reviewed the trough installation schedule submitted by Progressive Consulting Engineers. The concern of the commission was the timeframe of the schedule and felt it was beneficial to move the trough replacement to 2018. The commission felt it was in the best interest of the City to slow down and make sure the trough design is done correctly and start the project design in early 2017, bid the project in midsummer of 2017 and install the new troughs in January and February of 2018.

Currently, the City is producing enough water to cover our needs and in the worst case scenario the City could set a watering ban or purchase water from the City of Brainerd.

**MOTION** by Commissioner Wolf, seconded by Commissioner Crochet to recommend City Council move the construction of the troughs for the Water Treatment Plant filters to 2018 and start budgeting for the design and bidding of the troughs in 2017. Motion carried unanimously.

*Discussion:* the Utilities Commission and staff recognize the city's Requests for Proposals Policy; however, staff believes it to be in the best interest of the City to deviate from the schedule and threshold established within this policy due to the complex nature of the Water Treatment Plant. Progressive Consulting Engineers is a specialized firm that deals with water quality issues and was the firm that identified the existing issues at the facility.

**WATER TREATMENT PLANT EMERGENCY GENERATOR FOR 2017 BUDGETING  
PURPOSES**

Public Works Director/City Engineer Walter requested this matter be tabled until the next meeting for additional generator information from WSN Structural Engineer Mark Hallan.

**MOTION** by Commissioner Wolf, seconded by Commissioner Crochet to table the Water Treatment Plant Emergency Generator Budgeting until the special meeting on June 22, 2016 for further information. Motion carried unanimously.

**14639 GRAND OAKS DRIVE LIMITED USE AGREEMENT**

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Public Works Director/City Engineer Walter stated the homeowner would like to install a 1-foot high retaining wall outside of the right of way and place river rock in the entire ditch area in the street right of way. The ditch will not be filled in just a liner and river rock, which will help eliminate any weeds and erosion in their front lawn.

**MOTION** by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council approve the 14639 Grand Oaks Drive Street Right of Way Limited Use Agreement. Motion carried unanimously.

**13760 BLUESTEM COURT LIMITED USE AGREEMENT**

Public Works Director/City Engineer Walter informed the commission this is an amendment to the existing street right of way Limited Use Agreement already in place for Fairview Office Park. The property owners are doing an addition of limestone blocks to the office park since the native grasses have been hard to establish.

**MOTION** by Commissioner Wolf, seconded by Commissioner Crochet to recommend City Council approve the 13760 Bluestem Court Street Right of Way Limited Use Agreement Amendment. Motion carried unanimously.

**EXIT LAKES REALTY IMPROVEMENT PROJECT**

Public Works Director/City Engineer Walter informed the commission the Exit Lakes Realty project has been completed and as-built drawings have been received.

**MOTION** by Commissioner Crochet, seconded by Commissioner Christofferson to recommend City Council accept the Exit Lakes Realty Improvements Project and release the Anderson Brothers Performance Bid Bond No. 41BCSGP3049. Motion carried unanimously.

**ALDI'S IMPROVEMENT PROJECT**

Public Works Director/City Engineer Walter informed the commission the Aldi's project has been completed and as-built drawings have been received.

**MOTION** by Commissioner Crochet, seconded by Commissioner Wolf to recommend City Council accept the Aldi's Improvement Project and release the Irrevocable Letter of Credit No. SLC304103. Motion carried unanimously.

**BAXTER WATER LINE SERVICE RESPONSIBILITY MAILING NOTICE**

The water line service responsibility letter was submitted to the commission as information only. Staff has been receiving phone calls from residents receiving this mailing notice.

Public Works Director/City Engineer Walter stated the three most common signs of a water leak are:

1. Low water pressure
2. Sand in the kitchen sink or bathroom tub
3. Standing water in yard

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**MS4 STORMWATER FACTS – SEH, INC. ARTICLE**

The MS4 stormwater facts article was submitted to the commission as information only.

**WATERWATER TREATMENT PLANT CHARGES FOR APRIL AND MAY**

The Brainerd Public Utilities Wastewater Plant Charges for April & May 2016 was submitted to the commission as information only.

**SET SPECIAL UTILITIES MEETING FOR JUNE 22, 2016 FOR THE HJ DEVELOPMENT PROJECTS AT 5:30 P.M.**

**MOTION** by Commissioner Crochet, seconded by Commissioner Christofferson to set a Special Utilities Meeting for June 22, 2016 for the HJ Development Projects at 5:30 p.m. Motion carried unanimously.

**ADJOURNMENT**

**MOTION** by Commissioner Crochet, seconded by Commissioner Wolf to adjourn the meeting at 7:50 p.m. Motion carried unanimously.

Approved by:

Submitted by,

\_\_\_\_\_  
Rock Yliniemi  
Chairman

\_\_\_\_\_  
Mary Haugen  
Administrative Assistant

## *Memorandum*

*To: Honorable Mayor and City Council  
City of Baxter, Minnesota*

*Copy To: Trevor Walter, PE, Public Works Director / City Engineer  
Jeremy Vacinek, Finance Director  
Josh Doty, Community Development Director  
City of Baxter, Minnesota*

*From: Chuck Rickart, PE, PTOE, Transportation Engineer  
WSB & Associates, Inc.*

*Date: May 31, 2016*

*Re: Feasibility Study  
Elder Drive and Glory Road Improvements  
City of Baxter, MN  
WSB Project No: 2037-14*

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## STATEMENT OF PURPOSE

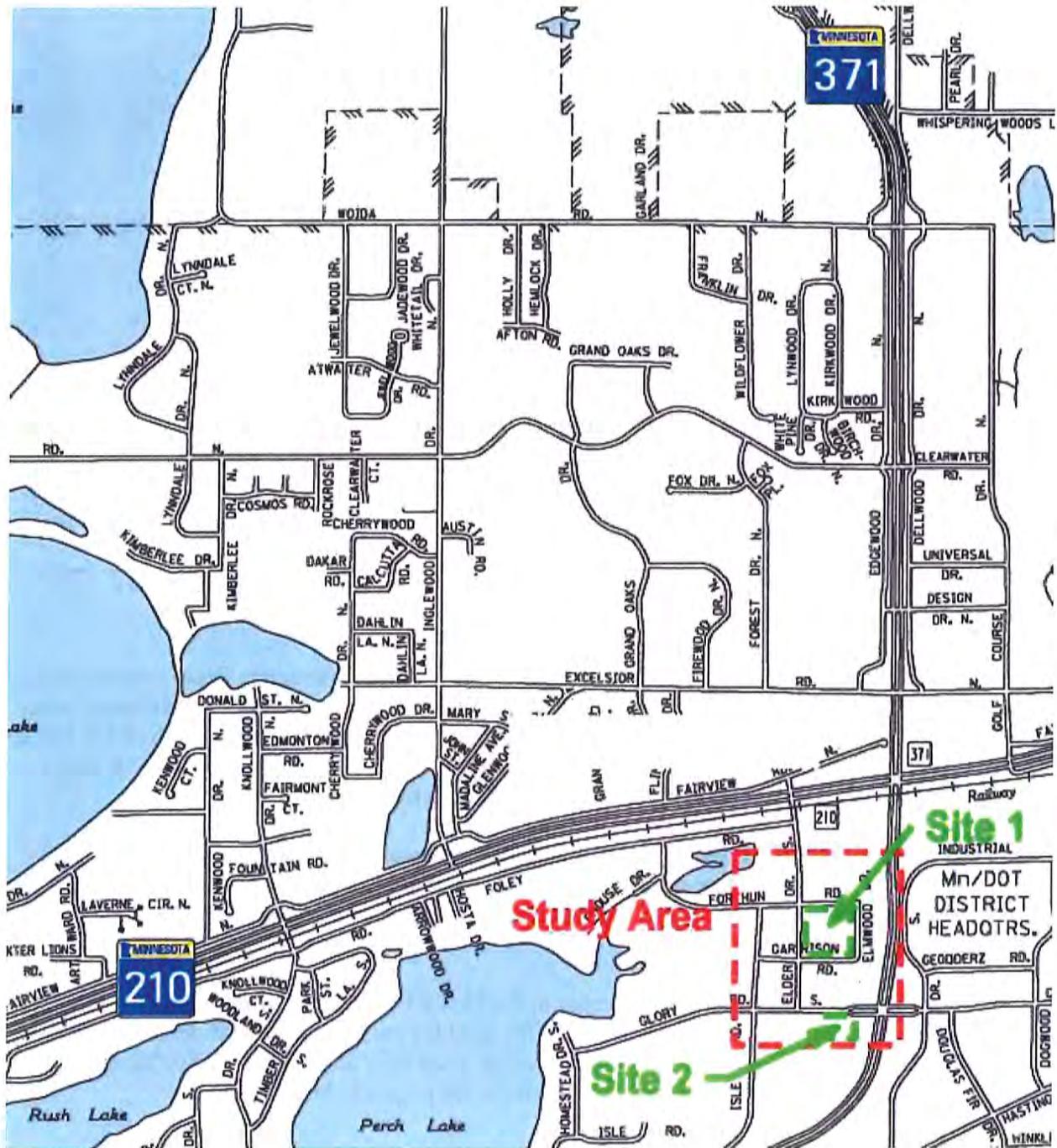
The primary purpose of this report is to study the feasibility of constructing improvements on Elder Drive and Glory Road in conjunction with the development of two sites within the Central Lakes Crossing development area, proposed by HJ Development. One site is located south of TH 210 and west of TH 371 on Elder Drive, just south of Costco. The second site is located south of Glory Road, west of TH 371 and east of Walmart. *Figure 1* shows the project area.

The proposed sites will be developed with retail and restaurant uses. Site 1 on Elder Drive will include 89,000 sf with four separate retail uses ranging from 10,000 sf to 40,000 sf. Site 2 on Glory Road will include 7,011 sf with four separate spaces, two restaurant sites and two retail sites ranging from 1,200 sf to 2,299 sf.

A Traffic Study was prepared and presented to the Utility Commission on May 4, 2016 and City Council on May 17, 2016, which documented the need for improvements to Elder Drive and Glory Road in association with the HJ Development project. On May 26, 2016, the City Council authorized WSB to complete a Feasibility Study for the proposed improvements.

This report will review existing conditions, propose feasible improvements, estimate project costs, discuss project implementation and present conclusions and recommendations for the proposed improvements.

Figure 1 – Project Location



## **EXISTING CONDITIONS**

### **Roadways:**

Elder Drive is a north/south street extending from Glory Road to TH 210. The roadway has a two-lane urban cross section with center left turn lanes and no right turn lanes. It was upgraded with the Costco development to include left turn lanes at Foley Road, Costco/Home Depot Entrance and Forthun Road. The intersection of TH 210 provides “3/4” access with a right-in/right-out on Elder Drive and a left turn from TH 210. The left turn movement from Elder Drive to TH 210 is not provided. The right turn out movement is controlled with a Stop sign. The intersection of Elder Drive and Glory Road is signalized with left and right turn lanes provided on all the approaches. The street in the area of the proposed improvements has the following primary characteristics:

- Classified as a Urban Collector
- Posted Speed Limit – 40 mph
- Bituminous pavement constructed in 1998 and reconstructed in 2015
- Width = 44 feet (curb face to curb face)
- No parking on either side
- 10 foot Bituminous Trail on the west side with a 5 foot boulevard
- Existing ADT = 3,300 vehicles per day
- Projected 2030 ADT = 8,000 vehicles per day

Glory Road is an east/west street extending from Homestead Drive near Perch Lake to TH 371. East of TH 371 Glory Road turns into College Road and extends into the City of Brainerd. West of TH 371 Glory Road has two lanes in each direction and left and right turn lanes at TH 371, Wal-Mart Entrance/Elder Drive and Isle Drive. West of Isle Drive Glory Road narrows to two lane section. Traffic signal control is provided at the Elder Drive/Wal-Mart Entrance and TH 371 intersections. The street in the area of the proposed improvements has the following primary characteristics:

- Classified as a Urban Collector
- Posted Speed Limit – 30 mph
- Bituminous pavement constructed in 2000 and reconstructed in 2015
- Width = 72 feet to 80 feet (curb face to curb face)
- No parking on either side
- 10 foot Bituminous Trail on the south side with a 5 foot boulevard
- Existing ADT = 8,750 vehicles per day
- Projected 2030 ADT = 15,000 vehicles per day

As part of the 2015 Street Reconstruction Project, full depth reclamation was completed on both Elder Drive and Glory Road.

### **Sanitary Sewer:**

The trunk sanitary sewer system includes an 8 inch diameter pipe running down the centerline of Elder Drive, and; a 4 inch force main from Lift Station #11 connecting to a 12 inch pipe down the eastbound lanes of Glory Road. The City is not aware of any issues or problems with the sanitary sewer system in this area.

Watermain:

The watermain system includes a 12 inch pipe running down the northbound lane of Elder Drive, and; a 10 inch pipe down the centerline of Glory Road. Fire hydrants are located on the east side of Elder Drive between Garrison Road and Forthun Road; on the east side of Elder Drive just south of Garrison Road, and; on the north side of Glory Road between Elder Drive and TH 371. The City is not aware of any issues or problems with the water system in this area.

Storm Sewer:

The high point for the storm sewer system on Elder Drive is located north of Forthun Road. Existing catch basins collect the water at Forthun Road, on the west side of Elder Drive and at Garrison Road. A 24 inch pipe carries the water under the west curb line of Elder Drive. The high point for the storm sewer system on Glory Road is located west of TH 371. Existing catch basins collect the water at TH 371 and just west of the JCPenney/Walmart access. The City is not aware of any issues or problems with the storm sewer system in this area.

Private Utilities:

Private utilities extend along both the Isle Drive and Glory Road corridors. All utilities are located underground. Existing gas and electric service runs along the east side of Elder Drive in the existing boulevard. All private utilities will be identified and located during final design.

**PROPOSED IMPROVEMENTS**

Proposed Roadway – Elder Drive (see attached *Figure 2 and Figure 3*)

1. Remove existing striping and restripe Elder Drive from Forthun Road to Garrison Road with a continuous center left turn lane.
2. Construct right turn lanes at Forthun Road, Garrison Road and the proposed HJ Development site entrance.

Proposed Roadway – Glory Road (see attached *Figure 4*)

1. Remove and restripe the eastbound Glory Road approach to TH 371 to include one left turn lane, one combination left/thru lane, one thru lane and one right turn lane.
2. Remove existing signing and replace with lane designation signing.
3. Revise the Glory Road at TH 371 from a protected/permissive left turn phasing to split phasing for the Glory Road/College Road approaches.

Proposed Pedestrian Facilities (see attached *Figure 2*)

1. Stripe a new pedestrian crosswalk across Elder Drive on the north side of Garrison Road, connecting the trail being constructed with the proposed HJ Development with the existing trail on the west side of Elder Drive.
2. Construct ADA compliant pedestrian ramps at both corners at the crossing of Elder Drive at Garrison Road intersection.

Proposed Storm Sewer System

No significant improvements to the storm sewer system are being proposed with this project. The only change proposed is the relocation of the existing catch basin located in the southeast corner of the Elder Drive and Garrison Road intersection. All other existing impacted manholes and/or catch basins will be adjusted as needed.

Sanitary Sewer and Water Improvements

No significant improvements to the sanitary sewer or water systems are being proposed with this project. The only change proposed is the relocation of the existing fire hydrant and valve located on the east side of Elder Drive adjacent to the new site driveway. All other existing manholes and gate valves will be adjusted as needed.

Private Utility Relocations

It is anticipated that the existing gas main will require relocation with the project at the developer's cost. This will be coordinated with the gas company during final design. All other private utilities will be identified and located during final design. Adjustments to the locations will be made as necessary.

**ESTIMATED PROJECT COSTS**

Estimated costs for the proposed improvements on Elder Drive and Glory Road are as follows:

Elder Drive at Garrison Road Right Turn Lane	\$39,815.42
Elder Drive at Site Entrance Right Turn Lane	\$46,088.06
Elder Drive at Forthun Road Right Turn Lane	\$50,589.44
Elder Drive Center Left Turn Lane	\$4,878.72
Elder Drive Pedestrian Improvements	\$6,044.19
<u>Glory Road Improvements</u>	<u>\$10,901.09</u>
<b>ESTIMATED TOTAL PROJECT COST:</b>	<b>\$158,316.93</b>

The costs estimated are based on the preliminary information available and represent the probable cost based on the anticipated unit costs for the proposed project. Costs can vary widely depending upon many factors such as weather, economic conditions, size of project, and the workload of available contractors. Actual costs can only be determined by bidding the project. Detailed breakdowns of the estimates are attached. Costs estimated above include estimated construction costs, 10% contingencies, 20% indirect costs for engineering and 8% indirect costs for administration, financing, and legal fees.

**PROJECT IMPLEMENTATION**

Funding for the proposed improvements will be obtained from the City of Baxter and assessed to benefitted property owners. The estimated assessments included in this report were calculated in accordance with City policy.

The proposed improvements are considered a "Developer Requested Project" and are therefore proposed to be assessed 100% to the developer. Using the procedures outlined above, the following costs were estimated:

Total Estimated Project Costs – Elder Drive: \$147,415.84  
Estimated City Costs – \$0  
Estimated Assessable Costs: \$147,415.84

Assessment Calculations: Central Lakes Property, LLC  
Lot 1: PID 010071400BAD009 = 2.33 acres = \$41,276.44  
Lot 2: PID 010074100AC009 = 5.98 acres = \$106,139.40

Feasibility Study  
Elder Dr and Glory Rd Improvements  
May 31, 2016  
Page 6 of 9

Total Estimated Project Costs – Glory Road: \$10,901.09  
Estimated City Costs – \$0  
Estimated Assessable Costs: \$10,901.09

Assessment Calculations: Central Lakes Property, LLC  
Lot 1: PID 0329200090A0009 =10.40 acres = \$10,901.09

### **CONCLUSIONS AND RECOMMENATIONS**

This memorandum has studied the feasibility of improvements to Elder Drive and Glory Road in conjunction with planned property development. The proposed improvements as outlined in this study are found to be necessary, cost effective, and feasible from an engineering standpoint.

The estimated project cost is \$158,316.93 and the project is proposed to be funded 100% by benefitted properties. Assessable project costs were estimated in accordance with the “City of Baxter – Assessment Policy for Public Initiated Improvements”. The proposed improvements are considered a “Developer Requested Project” therefore 100% of the cost will be assessed to the developer. Total assessable costs were estimated to be \$158,316.93.

In conclusion, the improvements as proposed are feasible and no major construction obstacles were noted. Conflicts with underground utilities in developed areas such as this can become a real problem and we strongly recommend utility companies be informed of the project as soon as possible so any potential conflicts and relocations can be dealt with during the design phase and prior to construction. We recommend the City proceed as follows:

1. Pass a resolution receiving the report and calling the Improvement Hearing.
2. Hold the Improvement Hearing.
3. Pass a resolution ordering the improvement and preparation of plans and specifications.
4. Pass a resolution approving plans/specifications and authorizing advertisement for bids.
5. Review bids and recommend award of the construction contract.
6. After construction is complete, pass a resolution declaring costs to be assessed and ordering preparation of the proposed assessment.
7. Pass a resolution for hearing on the proposed assessment.
8. Hold the Assessment Hearing.
9. Pass a resolution adopting the assessments.

If you have any question concerning these comments please feel free to contact Chuck Rickart by email [crickart@wsbeng.com](mailto:crickart@wsbeng.com) or phone (612)360-1283.

Figure 2 – Elder Drive Improvements

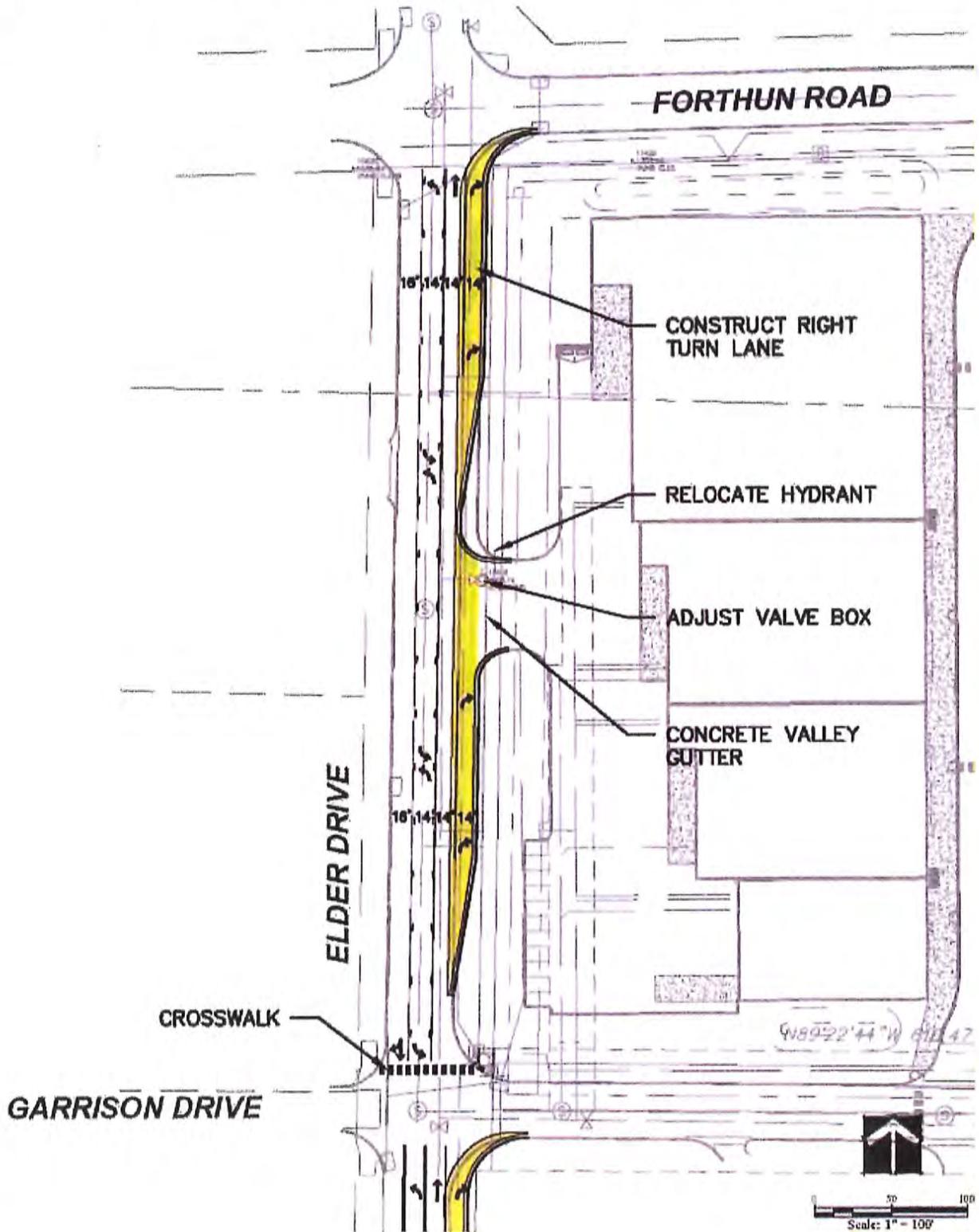


Figure 3 – Elder Drive Improvements

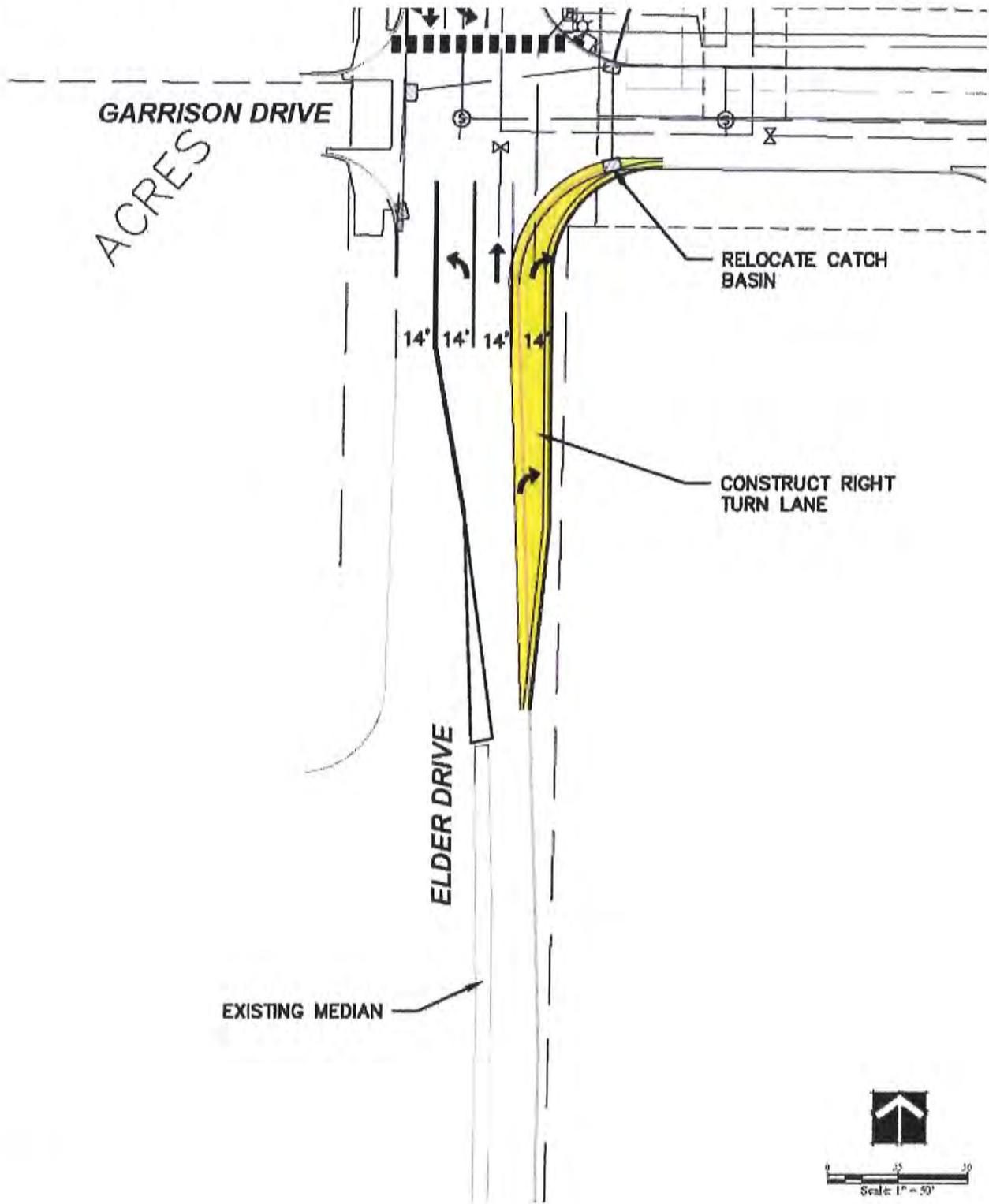
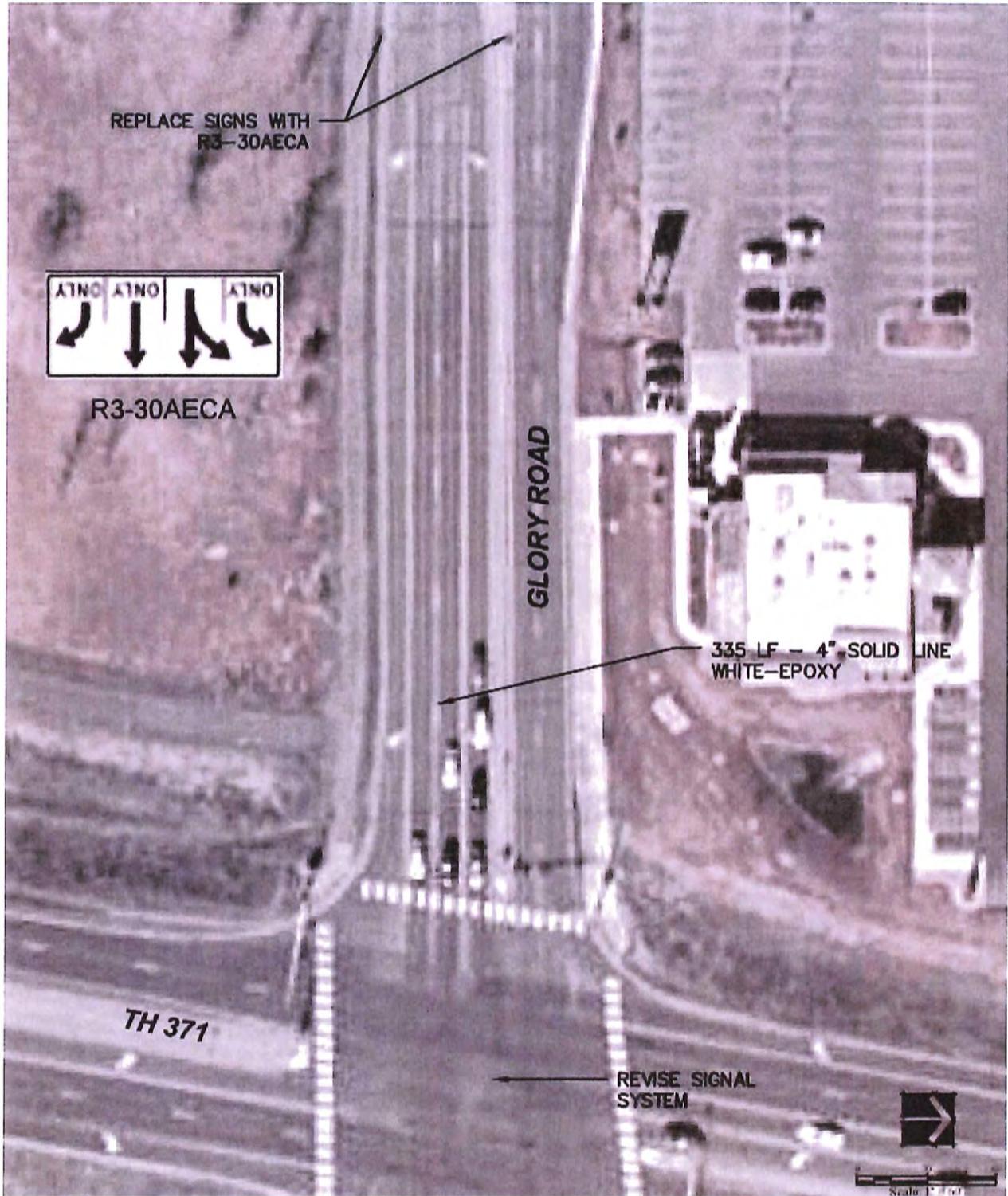


Figure 4 – Glory Road Improvements



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ELDER DRIVE TURN LANE IMPROVEMENTS  
 BAXTER, MINNESOTA  
 WSB PROJECT NO. 02037-130

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	RIGHT TURN LANE ON ELDER DRIVE AT GARRISON ROAD		RIGHT TURN LANE ON ELDER DRIVE INTO SITE		RIGHT TURN LANE ON ELDER DRIVE AT FORTHUN ROAD		PEDESTRIAN RAMP & CROSSWALK AT GARRISON		ELDER DRIVE STRIPING		GLORY ROAD IMPROVEMENTS AT TH 371	
					QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
1	2021.501	MOBILIZATION	LS	\$ 10,000.00	0.25	\$ 2,500.00	0.30	\$ 3,000.00	0.30	\$ 3,000.00	0.05	\$ 500.00	0.05	\$ 500.00	0.05	\$ 500.00
2	2104.501	REMOVE CURB & GUTTER	LF	\$ 10.00	385	\$ 3,850.00	255	\$ 2,550.00	340	\$ 3,400.00	0	\$ -	0	\$ -	0	\$ -
3	2104.503	REMOVE BITUMINOUS PAVEMENT	SF	\$ 1.00	365	\$ 365.00	255	\$ 255.00	340	\$ 340.00	0	\$ -	0	\$ -	0	\$ -
4	2104.509	REMOVE SIGN PANEL TYPE C	EA	\$ 250.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 500.00
5	2104.513	SAWING BITUMINOUS PAVEMENT	LF	\$ 5.00	365	\$ 1,825.00	255	\$ 1,275.00	340	\$ 1,700.00	0	\$ -	0	\$ -	0	\$ -
6	2104.523	SALVAGE HYDRANT	EA	\$ 500.00	0	\$ -	1	\$ 500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
7	2104.523	SALVAGE CASTING	EA	\$ 250.00	1	\$ 250.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
8	2105.501	COMMON EXCAVATION (P)	CY	\$ 10.00	100	\$ 1,000.00	170	\$ 1,700.00	180	\$ 1,800.00	0	\$ -	0	\$ -	0	\$ -
9	2211.522	SELECT GRANULAR BORROW (CV)	CY	\$ 15.00	100	\$ 1,500.00	170	\$ 2,550.00	180	\$ 2,700.00	0	\$ -	0	\$ -	0	\$ -
10	2211.501	AGGREGATE BASE CLASS 5	TON	\$ 13.00	75	\$ 975.00	125	\$ 1,625.00	135	\$ 1,755.00	0	\$ -	0	\$ -	0	\$ -
11	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$ 4.00	17	\$ 68.00	22	\$ 88.00	30	\$ 120.00	0	\$ -	0	\$ -	0	\$ -
12	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	\$ 75.00	30	\$ 2,250.00	40	\$ 3,000.00	50	\$ 3,750.00	0	\$ -	0	\$ -	0	\$ -
13	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (2,C)	TON	\$ 75.00	40	\$ 3,000.00	50	\$ 3,750.00	70	\$ 5,250.00	0	\$ -	0	\$ -	0	\$ -
14	2501.511	12" RC PIPE CULVERT CLASS V	LF	\$ 50.00	10	\$ 500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
15	2504.602	ADJUST GATE VALVE & BOX	EA	\$ 500.00	0	\$ -	1	\$ 500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
16	2504.602	INSTALL HYDRANT (FROM SALVAGE)	EA	\$ 500.00	0	\$ -	1	\$ 500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
17	2504.603	6" PVC WATERMAIN	LF	\$ 20.00	0	\$ -	35	\$ 700.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
18	2504.608	DUCTILE IRON WATERMAIN FITTINGS	LB	\$ 5.00	0	\$ -	50	\$ 250.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
19	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EA	\$ 1,500.00	1	\$ 1,500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
20	2521.501	4" CONCRETE WALK	SF	\$ 6.00	0	\$ -	0	\$ -	0	\$ -	165	\$ 990.00	0	\$ -	0	\$ -
21	2531.501	CONCRETE CURB & GUTTER DESIGN B624	LF	\$ 15.00	365	\$ 5,475.00	240	\$ 3,600.00	310	\$ 4,650.00	0	\$ -	0	\$ -	0	\$ -
22	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SY	\$ 55.00	0	\$ -	80	\$ 4,400.00	80	\$ 4,400.00	0	\$ -	0	\$ -	0	\$ -
23	2531.618	TRUNCATED DOMES	SF	\$ 50.00	0	\$ -	0	\$ -	0	\$ -	8	\$ 400.00	0	\$ -	0	\$ -
24	2563.601	TRAFFIC CONTROL	LS	\$ 7,500.00	0.25	\$ 1,875.00	0.30	\$ 2,250.00	0.30	\$ 2,250.00	0.05	\$ 375.00	0.05	\$ 375.00	0.05	\$ 375.00
25	2564.531	SIGN PANEL TYPE C	SF	\$ 30.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	30	\$ 900.00
26	2565.616	REVISE SIGNAL SYSTEM	SYS	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1	\$ 5,000.00
27	2573.530	STORM DRAIN INLET PROTECTION	EA	\$ 500.00	2	\$ 1,000.00	0	\$ -	1	\$ 500.00	0	\$ -	0	\$ -	0	\$ -
28	2575.505	SODDING TYPE LAWN	SY	\$ 3.00	115	\$ 345.00	80	\$ 240.00	105	\$ 315.00	0	\$ -	0	\$ -	0	\$ -
29	2582.501	PAVT MSSG (LT ARROW) EPOXY	EA	\$ 175.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	7	\$ 1,225.00	0	\$ -
30	2582.501	PAVT MSSG (RT ARROW) EPOXY	EA	\$ 175.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6	\$ 1,050.00	0	\$ -
31	2582.501	PAVT MSSG (THRU ARROW) EPOXY	LF	\$ 175.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 350.00	0	\$ -
32	2582.501	PAVT MSSG (LT-THRU) EPOXY	LF	\$ 175.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 350.00
33	2582.501	PAVT MSSG (RT-THRU) EPOXY	LF	\$ 175.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 175.00	0	\$ -
34	2582.502	4" SOLID LINE WHITE-EPOXY	LF	\$ 0.35	0	\$ -	0	\$ -	0	\$ -	0	\$ -	425	\$ 148.75	335	\$ 117.25
35	2582.502	4" SOLID LINE YELLOW-EPOXY	LF	\$ 0.35	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1170	\$ 409.50	0	\$ -
36	2582.502	4" BROKEN LINE YELLOW-EPOXY	LF	\$ 0.35	0	\$ -	0	\$ -	0	\$ -	0	\$ -	170	\$ 59.50	0	\$ -
37	2582.503	CROSSWALK MARKING-EPOXY	SF	\$ 6.00	0	\$ -	0	\$ -	0	\$ -	200	\$ 1,200.00	0	\$ -	0	\$ -
					\$ 28,278.00	\$ 32,733.00	\$ 35,930.00	\$ 3,465.00	\$ 4,292.75	\$ 7,742.25	\$ 112,441.00					
					10% CONTINGENCY \$ 2,827.80	\$ 3,273.30	\$ 3,593.00	\$ 346.50	\$ 429.28	\$ 774.23	\$ 11,244.10					
					20% ENGINEERING \$ 6,221.16	\$ 7,201.26	\$ 7,904.60	\$ 762.30	\$ 944.41	\$ 1,703.30	\$ 24,737.02					
					8% Admin, financing, Legal \$ 2,488.46	\$ 2,880.50	\$ 3,161.84	\$ 304.92	\$ 377.76	\$ 681.32	\$ 9,894.81					
					\$ 39,815.42	\$ 46,088.06	\$ 50,589.44	\$ 4,878.72	\$ 6,044.19	\$ 10,901.09	\$ 158,316.93					

REQUEST FOR COUNCIL ACTION

06.21.2016

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**Department Origination:**  
Public Works

**Agenda Section:**  
Consent

---

**Agenda Item:** Award the Professional Engineering and Related Engineering Services Contract for the Elder Drive and Glory Road Improvements.

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**Approval Required:** Simple Majority Vote of the Council

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**BACKGROUND**

City staff submitted a request to solicit engineering proposals from local pre-qualified engineering firms to provide professional engineering and related services for improvements to Elder Drive and Glory Road.

The following firms submitted the Request for Proposals (RFP) for the 2016 Elder Drive & Glory Road Improvements project before the deadline of Wednesday, June 15, 2016 at 4:30 p.m.:

- Bolton & Menk
- SEH, Inc
- WSB
- WSN

All firms were evaluated by the Public Works Director Trevor Walter as per the attached evaluation form. All firms met or exceeded all requirements outlined in the RFP therefore the only remaining factor was the cost of the services to the City. Based on a not to exceed cost of \$42,800.00, Public Works Director Walter is recommending WSB for the 2016 Elder Drive & Glory Road Improvements Project.

**FINANCIAL IMPLICATIONS**

The City of Baxter will be assessing 100% of the project costs back to the developer.

**STAFF RECOMMENDATION**

Staff recommends awarding the professional engineering and related services contract for capital improvements to the 2016 Elder Drive & Glory Road Improvements to WSB in the total fee in the not to exceed amount of \$42,800.00 (see attached engineering contract).

**COUNCIL ACTION REQUESTED**

**MOTION** to award the professional engineering and related services contract for 2016 Elder Drive & Glory Road Improvements to WSB in the not to exceed amount of \$42,800.00.

Attached:      Evaluation Form  
                    Engineering Contract

**WSB & ASSOCIATES, INC.  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made as of the 5<sup>th</sup> day of July, 2016, by and between the City of Baxter, Minnesota, hereinafter referred to as Client, and WSB & Associates, Inc., hereinafter referred to as Engineer, with offices located at 15574 Edgewood Drive, Suite 103, Baxter, MN 56401.

Witnesseth, that the Client and Engineer, for the consideration herein named, agree as follows:

**SECTION 1 / GENERAL CONTRACT PROVISIONS**

These provisions shall be as set forth in Exhibit A.

**SECTION 2 / SCOPE OF WORK**

The scope of work to be performed by Engineer is set forth in Exhibit C. The work and services to be performed hereunder and described in Exhibit C shall be referred to herein and in the General Contract Provisions as the Project.

**SECTION 3 / COMPENSATION**

Compensation to Engineer for services described in this agreement shall be as designated in the attached Exhibit D and as hereinafter described.

**SECTION 4 / WORK SCHEDULE**

The anticipated schedule is set forth in Exhibit C.

**SECTION 5 / SPECIAL CONDITIONS**

Special conditions, if any, are as set forth in Exhibit G.

**SECTION 6 / EXHIBITS**

The following initialed Exhibits are attached to and made a part of this Agreement (check all that apply):

- Exhibit A General Contract Provisions
- Exhibit B Client Responsibilities
- Exhibit C Scope of Work
- Exhibit D Compensation
- Exhibit E Insurance Schedule
- Exhibit F Fee Schedule
- Exhibit G Other Information

**SECTION 7 / ACCEPTANCE OF AGREEMENT**

All work and services described in this agreement shall be performed by Engineer only after written acceptance of the City. The undersigned hereby accept the terms and conditions of this agreement and Engineer is hereby authorized to perform the services described herein.

**CLIENT: CITY OF BAXTER**

ADDRESS: 13190 MEMORYWOOD DRIVE  
BAXTER, MN 56425

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

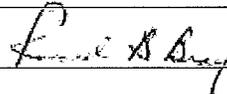
SIGNATURE: \_\_\_\_\_

TITLE: City Attorney, As Required

**ENGINEER: WSB & ASSOCIATES, INC.**

ADDRESS: 15574 Edgewood Drive  
SUITE 103  
BAXTER, MN 56401

BY: Ron Bray, PE

SIGNATURE: 

TITLE: Principal

BY: Charles Rickart, PE, PTOE

SIGNATURE: 

TITLE: Principal

**WSB & ASSOCIATES, INC.**  
**EXHIBIT A**  
**GENERAL CONTRACT PROVISIONS**

**ARTICLE 1 – GENERAL**

These general contract provisions are incorporated in and become a part of the Agreement between WSB & Associates, Inc. (hereinafter referred to as Engineer) and the other party to the Agreement (Client) for the provision of engineering and related services, as set out in the Agreement to which this letter is attached. Either party may be hereinafter referred to as party or, collectively, parties. The starting date will commence when authorized by the Client.

As used herein the term “Agreement” means:

- (1) The agreement for engineering, surveying and planning services;
- (2) These general contract provisions;
- (3) The attached exhibits; and
- (4) The supplemental agreement(s), where applicable.

The attached exhibits shall govern over these General Contract Provisions and the Supplemental Agreement(s), where applicable, shall govern over attached exhibits and these general provisions. The Agreement constitutes the entire understanding between the Engineer and Client. The Agreement supersedes all prior written or oral understanding and may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

**ARTICLE 2 – STANDARD OF CARE**

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer’s profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

**ARTICLE 3 – ADDITIONAL SERVICES**

If the Engineer determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, the Engineer’s effort required to perform its services under this Agreement exceeds the estimate which formed the basis for the Engineer’s compensation, Engineer shall promptly notify the Client of that fact. Upon notification, Engineer shall be entitled to additional compensation for same, and an extension of time for completion of work absent written objection by Client.

**ARTICLE 4 – LOCATION OF UNDERGROUND IMPROVEMENTS**

The Engineer and/or his or her authorized subconsultant will conduct the research that in his or her professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by the Engineer or his or her subconsultant will be performed in a manner consistent with the ordinary standard of care. The Client recognizes that the research may not identify all underground improvements and that the information upon which the Engineer relies may contain errors or may not be completed.

The Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Engineer and anyone for whom the Engineer may be legally liable, for claims by Client or its contractors of delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Engineer.

**ARTICLE 5 – CONSTRUCTION OBSERVATION**

If requested by Client, Engineer shall visit the project during construction to become familiar with the progress and quality of the contractors’ work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Engineer for the Client. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts, errors or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

Client acknowledges Engineer will not direct, supervise or control the work of contractors or their subcontractors, nor shall Engineer have authority over or responsibility for the contractors means, methods, or procedures of construction. Engineer’s services do not include review or evaluation of the Client’s, contractor’s or subcontractor’s safety measures, or job site safety.

For Client-observed projects, the Engineer shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Engineer as an Additional Service. Engineer and Client shall then enter into a Supplemental Agreement detailing the terms and conditions of the requested project observation.

**ARTICLE 6 – OPINIONS OF PROBABLE COST**

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for are made or to be made on the basis of the Engineer's experience and qualifications and represent the Engineer's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the Engineer does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work of necessity must be speculative until completion of construction or acquisition. Accordingly, the Engineer does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by the Engineer and assumes no responsibility for the accuracy of opinions of Probable Construction Costs. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator as part of its Project responsibilities.

**ARTICLE 7 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE**

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Engineer pursuant to this Agreement are Engineer's Instruments of Service and Engineer retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Engineer. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. Engineer makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the Engineer may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the Engineer except for the specific purpose intended will be at the Client's risk and full legal responsibility.

The Client will, to the fullest extent permitted by law, indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the Engineer. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Engineer, and Engineer makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. Engineer shall be entitled to compensation for any consent, verification or adaptation of the Instruments of Service for extensions of the Project or any other project.

**ARTICLE 8 – PAYMENTS**

Payment to Engineer shall be on a lump sum or hourly basis as set out in the Agreement. Engineer is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies Engineer in writing of any disputed items within 15 days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. Engineer shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amounts owed by Client. In addition, Engineer may, after giving seven days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges.

**ARTICLE 9 – HAZARDOUS MATERIALS**

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that Engineer is not a user, handler, generator, operator, treater, storer, transporter or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by Engineer.

The Client agrees to hold harmless, indemnify and defend Engineer and its officers, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind, except that this clause shall not apply to such liability as may arise out of Engineer's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within Engineer's services to be provided under this Agreement.

**ARTICLE 10 – INSURANCE**

Engineer has procured general and professional liability insurance. On request, Engineer will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits.

**ARTICLE 11 – TERMINATION**

This Agreement may be terminated by either party upon thirty days' written notice without cause. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Engineer pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client pursuant to Article 7. All provisions of this Agreement allocating responsibility or liability between the Client and Engineer shall survive the completion of the services hereunder and/or the termination of this Agreement.

**ARTICLE 12 – INDEMNIFICATION**

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Engineer is legally liable.

The Client agrees to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

**ARTICLE 13 – ASSIGNMENT**

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void.

**ARTICLE 14 – CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

**ARTICLE 15 – CONFLICT RESOLUTION**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

**ARTICLE 16 – CONFIDENTIALITY**

The Engineer agrees to keep confidential and not to disclose to any person or entity, other than the Engineer's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to the Engineer and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to complete services under the Agreement or defend itself from any suit or claim.

**ARTICLE 17 – DATA PRACTICES  
COMPLIANCE**

Engineer will have access to data collected or maintained by the Client to the extent necessary to perform Engineer's obligation under this contract. Engineer acknowledges that, pursuant to Minn. Stat. § 13.05, subdivision 11, all of the data created, collected, received, stored, used, maintained or disseminated by Contract in performing the contract are subject to the requirements of the Minnesota Government Data Practices Act (the Act), Minnesota Statutes chapter 13. Engineer is required to comply with the requirements of the Act as if it were a government entity. Engineer acknowledges that the remedies provided in Minn. Stat. § 13.08 apply to Engineer with respect to such data. Engineer will notify the Client of all requests for data that Engineer receives. Engineer agrees to defend and indemnify the Client from any claim, liability, or damage that result from Engineer's violation of the Act or this section of the contract. Upon termination of this contract, Engineer agrees to return data to the Client as requested by the Client. The obligations of this section of the contract, including the obligation to defend and indemnify the Client, shall survive the termination of this Contract and shall continue so long as the data exists.

**WSB & ASSOCIATES, INC.  
EXHIBIT B  
CLIENT RESPONSIBILITIES**

The Client's responsibilities related to the services to be provided by Engineer are generally as set out below. These responsibilities can be modified through Supplemental Agreements.

In order to permit the Engineer to perform the services required under this Agreement, the Client shall, in proper time and sequence and where appropriate to the Project, at no expense to the Engineer:

1. Provide available information as to its requirements for the Project, including copies of any design and construction standards and comprehensive plans which the Client desires Engineer to follow or incorporate into its work.
2. Guarantee access to and make all provisions for the Engineer to enter upon public and private lands to enable the Engineer to perform its work under this Agreement.
3. Provide such legal, accounting and insurance counseling services as may be required for this Project.
4. Notify the Engineer whenever the Client observes or otherwise becomes aware of any defect in the Project construction or design.
5. Designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Engineer, and authority to make decisions as required for Engineer to complete services required under this Agreement.
6. Act promptly to approve all pay requests, Supplemental Agreements, or request for information by Engineer as set out below.
7. Furnish data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data.
8. Review all reports, sketches, drawings, specifications and other documents prepared and presented by the Engineer, obtain advice of legal, accounting and insurance counselors or others as Client deems necessary for such examinations and render in writing decisions pertaining thereto.

9. Provide the foregoing in a manner sufficiently timely so as not to delay the performance by the Engineer of the services in accordance with the Contract Documents.
10. Engineer shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client. Engineer shall endeavor to verify the information provided and shall promptly notify the Client if the Engineer discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
11. Client shall bear all costs incidental to compliance with the requirements of this article.

**WSB & ASSOCIATES, INC.  
EXHIBIT C  
SCOPE OF WORK**

**ELDER DRIVE AND GLORY ROAD IMPROVEMENTS**

The Elder Drive and Glory Road Improvements Feasibility Study will be reviewed by the Utilities Commission at a special meeting on June 22, 2016 and then considered by the City Council on July 5, 2016. Immediately following approval by City Council WSB will begin work on this project. A project kickoff meeting will be scheduled with City staff. Along with the kickoff meeting, a visual site survey will take place with WSB and City staff to determine any issues that the project may encounter. Any additional work could be added to improve the scope of the project at the award of the project, should the City and Utility Commission determine the need.

WSB will perform a topographic survey of the entire project area and use the information to develop a drawing base file. This information together with survey data provided by the developer will then be used by the design team to prepare final plans. Over the course of the project, WSB will make presentations to the Utilities Commission and City Council and coordinate with other utilities within the project limits. In addition although, the project is not using State Aid funding it is being designed to meet State Aid standards and will be submitted to MnDOT State Aid for a compliance review.

Coordination meetings will be held with MnDOT District 3 Traffic Section to secure approval of the proposed improvements and signal modifications to the TH 371 and Glory Road intersection signal system. It is anticipated that two meetings will be needed; the first to outline the request and traffic analysis completed for the intersection and the second to address any concerns or additional information they may require prior to approval.

The proposed improvements are considered a "Developer Requested Project" and are proposed to be assessed 100% to the developer/property owner of each project area. It is therefore assumed that the project will not require the need for an improvement hearing. However, an assessment hearing will be required. Because this is a developer requested project the assessment hearing will be conducted following substantial completion of the project at which time more detailed project costs will be available.

The construction testing portion of the project will also be completed by WSB and Associates, and will be executed in accordance with the MnDOT Schedule of Materials Control and State Aid standards. WSB will perform the field aggregate and density testing, field concrete testing, and coordinate bituminous testing through the City's Cooperative agreement with MnDOT.

Upon completion of the project, WSB will use our survey crews to collect topographic data from the completed project. This data will be used to prepare record drawings of the project. Electronic files will be provided to the City to be used to update their GIS system at completion of the project.

The following scope provides the work plan to prepare final design plans and construction services based on the Feasibility Study and RFP prepared by the City.

**WSB & ASSOCIATES, INC.**  
**EXHIBIT C**  
**SCOPE OF WORK**

**TASK 1: PRELIMINARY DETAILS AND SURVEY:**

1. Establish vertical and horizontal control points in the project area on Baxter coordinate system.
2. Field survey topography for vertical and horizontal location information.
3. Coordinate field location of existing utilities (i.e. electric, telephone, gas, cable, sanitary sewer, storm sewer and water, etc.).
4. Field-locate existing utility information.
5. Record and document existing property corners and right-of-way that is evident.
6. Create property base drawing with survey level accuracy using existing plats and legal descriptions.
7. Import field topography survey points and create base drawing of existing conditions with property and right-of-way information.
8. Coordinate with MnDOT preliminary approval of proposed signal phasing modifications, striping and signage at the intersection of TH 371 and Glory Road.

**TASK 2: DESIGN:**

1. Conduct preliminary design meeting with private utility companies.
2. Prepare title sheet.
3. Prepare Statement of Estimated Quantities with splits for assessment purposes.
4. Prepare typical construction details, notes and standard plan sheets.
5. Prepare quantity tabulation sheets.
6. Prepare typical roadway section sheets.
7. Prepare alignment plan sheets.
8. Prepare existing conditions sheets detailing existing City and private utilities.
9. Prepare traffic control and detour plan sheets.
10. Prepare erosion control sheets and details.
11. Prepare Storm Water Pollution Prevention Plan sheets.
12. Prepare removal plan sheets.
13. Prepare storm sewer schedule.
14. Prepare plans and profile sheets detailing storm sewer and roadway construction.
15. Prepare pavement marking and signing plan sheets.
16. Prepare roadway cross section and earthwork summary plan sheets.
17. Prepare revised traffic signal plan sheets.
18. Provide City with Engineer's Estimate of Probable Construction Cost.
19. Prepare contract documents using standard EJCDC documents/forms.
20. Prepare technical specifications.
21. Prepare bituminous pavement design calculations.
22. Submit plans, contract documents and specifications for review and approval by City staff, Utilities Commission and City Council.
23. Submit plans to MnDOT District 3 Traffic Engineer for approval of traffic signal upgrades at the intersection of Glory Road and TH 371.
24. Present final construction plans to the City Council at regular council meeting for final approval.

**WSB & ASSOCIATES, INC.**  
**EXHIBIT C**  
**SCOPE OF WORK**

**TASK 3: ADVERTISING / BIDDING / AWARD:**

1. Assist City with advertising the construction documents for public bidding in Brainerd Dispatch, Finance & Commerce and Quest CDN. City will coordinate payment of fees with each advertisement service provider.
2. Coordinate distribution of contract documents to prospective bidders.
3. Respond to all bidder inquiries.
4. Prepare and distribute addenda as necessary.
5. Attend and assist with bid opening procedures at City Hall.
6. Review apparent low bid for compliance with contract documents.
7. Make written recommendation to the City Utilities Commission and City Council for the award of the contract.
8. Attend Utilities Commission meeting in order to award bid.
9. Attend City Council meeting in order to award bid.

**TASK 4: CONSTRUCTION STAKING:**

1. Re-establish vertical and horizontal control in the project area.
2. Provide all construction staking duties with one day notice (two maximum).
3. Provide preliminary construction staking to assist with relocating minor utilities (power, telephone, gas, etc.).
4. Provide staking for relocation of storm sewer pipe, catch basins, and roadway improvements. Minimum staking requirements are as follows:
  - a. Curb and Gutter
    - Type and Location: Cut/fill offset hubs, per Contractor preference.
    - Minimum Frequency: 1 per 25' both sides and at all grade breaks, low points and high points.
  - b. Roadway Centerline
    - Type and Location: Grade hubs (bluetops) set at subgrade & set at top base urban roads.
    - Minimum Frequency: 1 per 50' and at all grade breaks, PC's, PT's low points and highpoints
  - c. Storm Sewer
    - Type and Location: Cut/fill offset hubs, side of Contractor choice.
    - Minimum Frequency: 1 per catch basin relocation.

**TASK 5: PROJECT MANAGEMENT:**

1. Coordinate execution of the Contract Documents.
2. Review Contractor insurance and bonding submittals for compliance with the contract documents.
3. Submit necessary insurance and bonding information to the City Attorney to obtain approval for award of contract.
4. Coordinate with contractor to address any deficiencies in insurance and bonding submittals after Consultant and City Attorney review.
5. Coordinate, schedule and attend a pre-construction conference.

**WSB & ASSOCIATES, INC.**  
**EXHIBIT C**  
**SCOPE OF WORK**

6. Prepare agenda, distribute agenda and provide minutes of pre-construction conference.
7. Review Contractor submittals and assist with preparation of Contractor Applications for Payment.
8. Prepare Contractor Applications for Payment.
9. Review payment applications with the Owner.
10. Attend Utilities Commission meeting to review and present payment applications.
11. Review Contractor submittals and assist with preparation of documentation for Change Orders.
12. Review Change Orders with Owner.
13. Attend Utilities Commission meeting to review and present Change Order applications.
14. Submit a written project status report on a monthly basis to both Utilities Commission and City Council.
15. Attend monthly Utilities Commission meetings to review and update owner on project status.
16. Conduct weekly construction meetings between the Contractor, Sub-contractors, utility companies and City of Baxter.
17. Prepare and distribute minutes of weekly construction meetings.
18. Serve as the liaison between Owner and Contractor personnel.
19. Coordinate necessary conferences and meetings.

**TASK 6: CONSTRUCTION SERVICES:**

1. Appoint a contact person or person's to respond to any concerns, problems or emergencies that may arise during construction. The contact persons must be available 24 hours a day seven days a week.
2. Provide one full-time prime field observer during roadway construction activities.
3. Provide on-call observation during removal and restoration activities.
4. Provide one full-time prime field observer that shall work directly with property owners to answer questions and work through construction related issues.
5. Provide complete daily and weekly reports for review by City staff.
6. Provide additional qualified field observers as necessary to observe additional work or crews if required.
7. Serve as liaison between the project residents/property owners, the Contractor and City
8. Document daily work activities for conformance to the plans and specifications.
9. Measure and document quantities for payment.

**TASK 7: POST CONSTRUCTION SERVICES / ASSESSMENT HEARING:**

1. Field survey and obtain coordinate positions on the following items for "Record Drawing" preparation:
  - Sanitary sewer manholes
  - Sanitary sewer service stubs/cleanouts
  - Sanitary sewer mainline stubs
  - Watermain stubs
  - Fire hydrants

**WSB & ASSOCIATES, INC.**  
**EXHIBIT C**  
**SCOPE OF WORK**

- Gate valves
  - Curb stops
  - Storm sewer structures
  - Storm water basin finished ground
  - Street Signs
  - Preparation of record drawings using field located and surveyed coordinates. All pipes and structures must be moved and shown in the correct location as located in the field.
  - Provide one (1) .pdf copy and one (1) electronic copy of the record drawing documents. The electronic document must be in an acceptable format to update the City's GIS system.
  - Preparation of pavement marking layout sheets with quantities.
  - Re-establish removed or disturbed property boundary markers.
2. Prepare a final assessment role.
  3. Present final assessments for the Utility Commission review.
  4. Present final assessments to City Council and property owners at an assessment hearing.
  5. WSB will provide information for the City to send out notices to the effected property owners.

**WSB & ASSOCIATES, INC.  
EXHIBIT D  
COMPENSATION**

**ELDER DRIVE AND GLORY ROAD IMPROVEMENTS**

Based on the Scope of Work and WSB's fee schedule (attached Exhibit F), it is estimated that the cost to complete the design and construction services shown in the following table. The estimated costs are not to exceed amounts. WSB will only bill for actual hours worked.

<b>Task</b>	<b>Description</b>	<b>Estimated Cost</b>
Task 1	Preliminary Details and Survey	\$2,500
Task 2	Design	\$10,700
Task 3	Advertising / Bidding / Award	\$1,700
Task 4	Construction Staking	\$3,200
Task 5	Construction Project Management / Testing	\$2,300
Task 6	Construction Services	\$20,400
Task 7	Post Construction Services / Assessment Hearing	\$2,000
	<b>Total Project Fee</b>	<b>\$42,800</b>

**WSB & ASSOCIATES, INC.**  
**EXHIBIT E**  
**INSURANCE SCHEDULE**

GENERAL LIABILITY

Carrier:	The Travelers Indemnity Company	
Type of Insurance:	Commercial General Liability	
Coverage:	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000

AUTOMOBILE LIABILITY

Carrier:	The Travelers Indemnity Company	
Type of Insurance:	Hired Autos Non-Owned Autos	
Coverage:	Combined Single Limit	\$1,000,000

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

Carrier:	Travelers	
Coverage	<u>Statutory</u> Each Accident Disease-Policy Limit Disease-Each Employee	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000

PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

Carrier:	XL Specialty Insurance Company
Coverage:	\$5,000,000 each claim/\$10,000,000 annual aggregate

Certificates of Insurance will be provided upon request.



# 2016 Rate Schedule

	<i>Billing Rate/Hour</i>
Principal	\$158
Associate / Senior Project Manager	\$137   \$147   \$158
Project Manager	\$121   \$127   \$133
Project Engineer	\$104   \$112   \$121   \$127   \$133
Graduate Engineer	\$80   \$85   \$92   \$98
Sr Landscape Architect / Sr Planner / Sr GIS Specialist	\$109   \$118   \$125   \$133   \$138
Landscape Architect / Planner / GIS Specialist	\$66   \$74   \$81   \$89   \$99   \$104
Engineering Specialist / Senior Environmental Scientist	\$90   \$98   \$105   \$112   \$121   \$130
Engineering Technician / Environmental Scientist	\$52   \$60   \$67   \$74   \$79   \$85
Construction Observer	\$87   \$94   \$99   \$105   \$110
Coring Crew	
One-Person Crew	\$162
Two-Person Crew	\$238
Survey Crew	
One-Person Crew	\$132
Two-Person Crew	\$164
Three-Person Crew	\$184
Underwater Inspection Dive Team	\$460
Office Technician	\$42   \$65   \$75   \$85

Costs associated with word processing, cell phones, reproduction of common correspondence and mailing are included in the above hourly rates. Vehicle mileage is normally included in our billing rates, but can be charged separately if specifically outlined by contract.

Reimbursable expenses include costs associated with plan, specification and report reproduction, permit fee, delivery cost, etc.

Rate Schedule is adjusted annually.

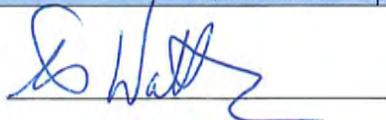
Multiple rates illustrate the varying levels of experience within each category.



## 2016 CITY OF BAXTER ELDER DRIVE & GLORY ROAD IMPROVEMENTS Request for Proposals Evaluation Sheet

Evaluation Factor	Request for Proposal Firms			
	BOLTON & MENK	SEH, INC.	WSB	WSN
<b>Technical Ability</b>				
1. Technical competence, capabilities and specialized expertise was demonstrated by the responder's expressed project understanding, proposed project approach and methodology, project work plan and project management techniques.	N/A	Yes	Yes	Yes
2. Firm has the required background and experience with similar work, including ability and experience in handling project of similar nature.	N/A	Yes	Yes	Yes
3. The firm has all qualifications and availability of key personnel and other resources to perform the work within the specified project schedule.	N/A	Exceeds RFP	Exceeds RFP	Exceeds RFP
4. Was there any additional pertinent information required by the City after proposal submittal to the City.	N/A	None	None	None
5. Conflict of interest disclosure statement submitted.	N/A	Yes	Yes	Yes
6. Construction Testing	N/A	Braun	WSB	WSN
<b>Past Experience</b>				
1. Firm is experienced with similar projects and work. Consultant has completed how many similar projects in the last 10 years similar.	N/A	Yes	Yes	Yes
2. Project Team Members has how many combined years of relevant work experience.	N/A	Yes	Yes	Yes
<b>Consultant Bid</b>	N/A	\$58,302.00	\$42,800.00	\$58,277.00
<b>Additions to Bid</b>	N/A	0	0	0
<b>Total Consultant Cost</b>	N/A	\$58,302.00	\$42,800.00	\$58,227.00
<b>Comments</b>	Did not submit RFP Explained in letter	N/A	N/A	N/A

Reviewer Name:



Title: Public Works Director/City Engineer