

**CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION**

**Agenda Item Number:** \_\_\_\_\_

**Meeting Date:** February 26, 2013

**Attachments:** Yes  No

**CITY COUNCIL ACTION**

**Date:** April 1, 2013

- |                                   |                                 |
|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| <input type="checkbox"/> Amended  | <input type="checkbox"/> Tabled |
| <input type="checkbox"/> Other    |                                 |

**Originating Department:** Planning and Development Services

**Action Requested:** None

**Guiding Principle:** Communication with Willmar Municipal Utilities (WMU)

**Introduction:** The WMU wind generators continue to operate on a site north of the High School

**Background/Justification:** Wes Hompe, General Manager, will provide an update on the operations of the wind generators.

**Fiscal Impact:** N/A

**Alternatives:** N/A

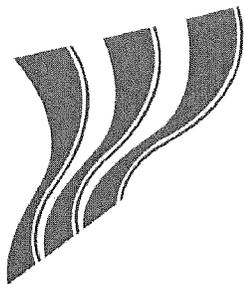
**Staff Recommendation:** N/A

**Reviewed by:**

**Preparer:** Bruce D. Peterson

**Signature:**

**Comments:**



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: \_\_\_\_\_

Meeting Date: February 26, 2013

Attachments: Yes  No

CITY COUNCIL ACTION

Date: April 1, 2013

- |                                   |                                 |
|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| <input type="checkbox"/> Amended  | <input type="checkbox"/> Tabled |
| <input type="checkbox"/> Other    |                                 |

Originating Department: Planning and Development Services

**Action Requested:** To approve staff recommendation for a consultant to provide engineering services for the Sperryville Lift Station.

**Guiding Principle:** Infrastructure maintenance

**Introduction:** A RFP was sent to local engineering firms requesting engineering proposals for the design of the Sperryville Lift Station.

**Background/Justification:** Proposals were received from three firms. Staff conducted review of the proposals and have developed a recommendation to be presented at the committee meeting. The recommendation is based on an analysis of technical and financial factors.

**Fiscal Impact:** The replacement of the lift station is listed in the 2013 Capital Improvement Program.

**Alternatives:** 1) To proceed with engineering and design  
2) Delay the project

**Staff Recommendation:** To accept the proposal by Donohue and authorize the Mayor and City Administrator to execute the agreement for services.

Reviewed by:

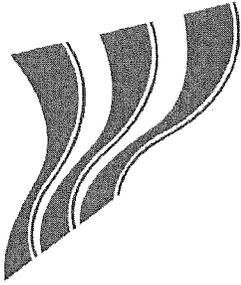
Preparer: Bruce D. Peterson

Signature:

Comments:

**SPERRYVILLE LIFT STATION ENGINEERING SERVICES RPF EVALUATION**

	Bolton & Menk	Bolling, Inc.	Donohue
<b>Technical Evaluation:</b>			
<u>Firm Experience:</u>			
Similar Projects Completed (10pts.)	8	7	8.25
Similar Project Completed for City (10 pts.)	7.25	2.5	8
<u>Project Team:</u>			
Similar Projects Completed by Team (10 pts.)	7.25	7	7.75
Similar Projects Completed by Project Manager (10 pts.)	7	6	8.25
Similar Projects Completed by Project Manager for City (10 pts.)	7	1.25	8.25
Location of Project Manager (10 pts.)	9.5	9.5	9.5
<u>Project Approach:</u>			
Understanding (10 pts.)	8.5	8	9
Scope of Work and Level of Effort (30 pts.)	25.75	23.5	26.25
<b>Total for Technical Evaluation:</b>	80.25	64.75	85.25
<b>Price Evaluation:</b>			
	37.32	36.84	40
<b>TOTAL:</b>	117.57	101.59	125.25
<b>PRICE:</b>	\$56,500.00	\$57,229.00	\$52,708.50



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: \_\_\_\_\_

Meeting Date: February 26, 2013

Attachments:  Yes No

CITY COUNCIL ACTION

Date: April 1, 2013

- |                                   |                                 |
|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| <input type="checkbox"/> Amended  | <input type="checkbox"/> Tabled |
| <input type="checkbox"/> Other    |                                 |

Originating Department: Planning and Development Services

Action Requested: Approval of an amendment to an agreement to engage Bolton and Menk for Airport Engineering Services.

Guiding Principle: Maintenance of transportation infrastructure.

Introduction: The City has received Work Order No. 2 to the professional services contract to the Willmar Airport.

Background/Justification: The City has selected Bolton and Menk as their Airport Engineer and has engaged them in a professional services contract. Work Order No. 2 to the professional services contract allows the City to engage them in work to be tracked for reimbursement through FAA and Mn/DOT grants.

Fiscal Impact: The professional services are covered by the Airport Budget.

Alternatives: None

Staff Recommendation: To approve Work Order No. 2 to the professional services contract for general airport planning and engineering.

Reviewed by:

Preparer: Bruce D. Peterson

Signature

Comments:



# BOLTON & MENK, INC.<sup>®</sup>

Consulting Engineers & Surveyors

2040 Highway 12 East • Willmar, MN 56201-5818

Phone (320) 231-3956 • Fax (320) 231-9710

[www.bolton-menk.com](http://www.bolton-menk.com)

March 12, 2013

Bruce Peterson, Acting Public Works Director  
City of Willmar  
P.O. Box 755  
Willmar, MN 56201

RE: Willmar Airport Professional Services Contract  
Work Order No. 2  
City of Willmar, Minnesota  
BMI Project No. T51.105032

Dear Bruce:

Please find enclosed Work Order No. 2 to the Professional Services Contract for the Willmar Airport. On Call Engineering Services consist of miscellaneous items which arise as a result of airport management. Services include zoning assistance, airspace review, on site drainage review, meetings, grant closeout assistance or other items requiring professional services for compliance with MnDOT Aeronautics and FAA regulations. The On Call Services Work Order No. 2 provides a mechanism for tracking costs associated with miscellaneous professional services tasks at the airport and provides for potential reimbursement for the fees associated with those tasks through MnDOT and FAA grants.

We request that the enclosed On Call Engineering Services Work Order No. 2 be approved so that all work completed which is not related to a previous work order can be tracked for reimbursement through potential FAA and MnDOT Aeronautics grants.

If you have any questions on the above, please call.

Sincerely,

BOLTON & MENK, INC.

Jared Voge, P.E.  
Principal Engineer

JV/kg

Cc: Ron Roetzel, Aviation Services Manager

Enclosure

WORK ORDER #2  
TO  
PROFESSIONAL SERVICES CONTRACT  
GENERAL AIRPORT PLANNING AND ENGINEERING SERVICES

**BETWEEN:** The City of Willmar,  
A Minnesota municipal corporation (Client)

**AND:** Bolton & Menk, Inc. (Consultant)

**EFFECTIVE DATE:** March \_\_\_\_\_, 2013

RECITALS

1. City owns and operates the Willmar Municipal Airport (John L. Rice Field) located in Kandiyohi County, Minnesota.
2. This is the second Work Order to the Professional Master Services Contract dated effective April 25, 2012, between City and Bolton & Menk.

AGREEMENT

1. Services to be Provided. "On Call" Engineering Services. See the attached Exhibit I for a partial list of services though others may be added to this list.
2. Schedule. Work will be completed upon request or in accordance with a detailed schedule agreed to prior with the Owner.
3. Consideration. The services described in the attached Exhibit I shall be provided as an hourly cost per the current year Aviation Rate Schedule (2013 Rate Schedule attached) to be drawn down from an established fund of \$10,000.00.

Progress payments shall be made in accordance with Section 3 of the Master Contract.

City of Willmar

By: \_\_\_\_\_  
Frank Yanish  
Mayor

Bolton & Menk

By:   
Ronald A. Roetzel, P.E.  
Aviation Services Manager

Attest: \_\_\_\_\_  
Charlene Stevens  
City Administrator

**WORK ORDER #2 - EXHIBIT I**  
**Master Agreement Dated April 25, 2012**

**ON CALL SERVICES**  
**FOR**  
**WILLMAR MUNICIPAL AIRPORT**  
**CITY OF WILLMAR, MINNESOTA**

**DESCRIPTION**

The CONTRACTOR agrees to provide planning, design, survey, and construction services required for the following work related items at the Willmar Municipal Airport; herein referred to as the Project:

1. Zoning Assistance
2. Airspace Review
3. On-site Drainage Issues
4. Meetings
5. Other items not covered by a prior Work Order

**I.A. BASIC SERVICES**

For purposes of this Work Order #2 Project, the Basic Services to be provided by the CONTRACTOR are as follows:

**TASK 1. ZONING ASSISTANCE**

1. Attend meetings with CITY as requested.
2. Provide exhibits and professional opinion on zoning related issues from general public and CLIENT.
3. Provide review of all necessary revisions and amendments to the existing airport zoning ordinance for compliance with State requirements.
4. Attend joint airport-zoning board meetings and public hearings related to zoning.
5. Coordinate with Mn/DOT Aeronautics regarding the interpretation and implementation of the zoning ordinance and mapping.

**TASK 2. AIRSPACE REVIEW**

1. Perform a preliminary evaluation on the affect of proposed structures on or near the Airport that may affect the existing or proposed airspace at the Airport. This may include the preparation of an airspace review memo and exhibits.
2. Provide review of all necessary revisions and amendments to the existing airport zoning ordinance for compliance with State requirements.
3. Assist CLIENT with evaluation of any Federal Aviation Administration (FAA) airspace determinations received for proposals to construct structures on or near the Airport which may affect navigable airspace or procedures. Information will be used as guidance for local decision making for issuance of building permits or airport zoning ordinance variance.

**TASK 3. ON-SITE DRAINAGE ISSUES**

1. Conduct site survey and evaluation of existing drainage issues on airport property.
2. Make recommendations as to proposed improvements including options and estimated costs.

**TASK 4. MEETINGS**

1. Attend meetings outside of project scopes or meetings not included on previous Work Orders on an as needed basis.

**TASK 5. OTHER ITEMS**

1. Provide requested background research on an as needed basis.
2. The CONTRACTOR will assist the CITY with any additional items not covered by a prior Work Order as requested.

**I.B. SCHEDULE**

Services will be provided on an as needed basis and in a timely manner.

## 2013 FEE SCHEDULE

The following Fee Schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the Professional and the Client that fees be commensurate with the service rendered.

Employee Classification	Hourly Billing Rates
Sr. Principal Engineer/Surveyor	\$120-198/Hour
Sr. Project Manager - Principal Engineer/Surveyor	\$100-160
Senior Transportation/Aviation Planner	\$110-170
Project Manager (Inc. Landscape Architect)	\$100-150
Project/Design Engineer/Planner/Landscape Architect	\$60-135
Licensed Surveyor	\$70-135
Project Surveyor	\$60-100
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-120
Senior Technician (Inc. Survey <sup>1</sup> )	\$70-145
Technician (Inc. Survey <sup>1</sup> )	\$50-90
Administrative Support & Clerical	\$35-80
Architect	\$100-130
Electrical Engineer	\$120-210
Mechanical Engineer	\$120-160
Structural Consultant	\$120-160
Expert Consultant (Other)	\$150-225
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

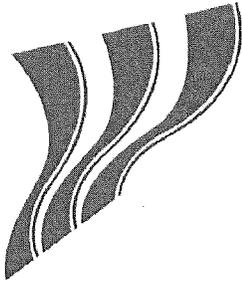
<sup>1</sup> No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for Principals and members of the staff vary according to skill and experience. The Fee Schedule shall apply for projects for the period through December 31, 2013. These rates may be adjusted annually thereafter to account for changed labor costs, inflation or changed overhead conditions.

These rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance and other items of this general nature, will be invoiced separately. Rates and charges do not include sales tax, if applicable.

When it is possible to accurately define the scope of the project and the professional services to be performed, a lump sum may be agreed upon for total compensation.





CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: \_\_\_\_\_

Meeting Date: February 26, 2013

Attachments:  Yes No

CITY COUNCIL ACTION

Date: April 1, 2013

- |                                   |                                 |
|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| <input type="checkbox"/> Amended  | <input type="checkbox"/> Tabled |
| <input type="checkbox"/> Other    |                                 |

Originating Department: Planning and Development Services

Action Requested: Approval of a MnDOT Master Partnership Agreement

Guiding Principle: Maintenance of transportation infrastructure.

Introduction: The previous Master Partnership Contract with MnDOT has expired.

Background/Justification: Having a formal partnership with MnDOT allows the City to collaborate on design, construction, maintenance and operation of our roadway system. In the past, the Department of Transportation has provided technical services in the way of engineering and testing.

Fiscal Impact: Improved financial efficiencies for the City.

Alternatives: To seek another source of assistance on roadway projects.

Staff Recommendation: That the City approve the Master Partnership Contract with MnDOT and that the Mayor and City Administrator execute the contract on behalf of the City.

Reviewed by:

Preparer: Bruce D. Peterson

Signature:

Comments:

**STATE OF MINNESOTA  
AND  
CITY OF WILLMAR  
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation hereinafter referred to as the "State" and the City of Willmar acting through its City Council, hereinafter referred to as the "Local Government".

**Recitals**

1. The parties are authorized to enter into this agreement pursuant to Minnesota Statutes §§15.061, 471.59 and 174.02.
2. Minnesota Statutes Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this Contract is a "road authority" as defined by Minnesota Statutes §160.02 (subd. 25).
4. Minnesota Statutes Section 161.39, subdivision 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minnesota Statutes §174.02 (subd. 6) authorizes the Commissioner of Transportation to enter into agreements with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally procure services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract provides a framework for the efficient handling of such requests. This Master Partnership Contract contains terms generally governing the relationship between the parties hereto. When specific services are requested, the parties will (unless otherwise specified herein) enter into a "Work Order" contracts.
7. Subsequent to the execution of this Master Partnership Contract, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this Master Partnership Contract to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Master Contract**

1. **Term of Master Contract; Use of Work Order Contracts; Survival of Terms**
  - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
  - 1.2. A party must not accept work under this Contract until it is fully executed.
  - 1.3. **Expiration Date.** This Contract will expire on June 30, 2017.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that engagement. A party must not begin work under a work order until such work order is fully executed. The terms of this Master Partnership Contract will apply to all work orders issued hereunder, unless specifically varied in the work order. The Local Government understands that this Master Contract is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity and Endorsement; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this Master Contract will survive with respect to any Work Order issued prior to the expiration date of the Master Contract.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.

## 2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Technical services are limited to the following services:
  - 2.1.1. Pavement Striping, Sign and Signal Repair, Bridge Load Ratings, Bridge and Structure Inspections, Minor Bridge Maintenance, Minor Road Maintenance (such as guard rail repair and sign knockdown repair), Pavement Condition Data, Materials Testing and Carcass Removal.
  - 2.1.2. Every other service not falling under the services listed in 2.1.1 will require a Work Order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary labor additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

## 3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minnesota Statutes §16C.08 (subd. 1) professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task”. Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific

project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.2. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Local Government will not be paid for work performed prior to execution of a work order and authorization by the State.

#### 4. Responsibilities of the Providing Party

The party requesting the work will be referred to as the “Requesting Party” and the party performing the work will be referred to as the “Providing Party”. Each work order will set forth particular requirements for that project/engagement.

- 4.1. **Terms Applicable to ALL Work Orders.** The terms in this section 4.1 will apply to ALL work orders.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party’s authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this Master Contract or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party’s authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
- 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minnesota Statutes Section 161.39. The work order may require the Local Government to deposit payment in advance or may, at the State’s option, permit payment in arrears. If the State furnishes the services requested, the Local Government will promptly pay the State to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed is considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued hereunder, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by agreement or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.

- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work orders for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts
- 4.3.7. If the providing party is a Local Government, the Local Government will, without cost or expense to the State, obtain all rights of way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the Local Government will furnish the State with certified copies of the documents for rights of way and easements, construction permits and other permits and sanctions required for State cost participation construction covered under this Agreement.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
- 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed

in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.

- 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
- 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, NPDES and other environmental permits.
- 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

## 5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and/or inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

## 6. Time

In the performance of project work under a work order contract, time is of the essence.

## 7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary labor additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary labor additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.

- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this Master Contract will not exceed \$100,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**
- 7.4.1. **Generally.** The *Requesting Party* will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Local Government.**
- 7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.
- 7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**
- 7.4.2.3. Remit payment to the address below:
- MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number \_\_\_\_\_ and Invoice Number \_\_\_\_\_  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
- 7.4.3.1. **Generally.** The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
- 7.4.3.2. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 5(b), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

## 8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

**9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts**

9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.

9.2. The Local Government's Project Manager will be identified in each work order contract.

**10. State's Authorized Representative and Project Manager**

10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

10.2. The State's Project Manager will be identified in each work order contract.

**11. Assignment, Amendments, Waiver, and Contract Complete**

11.1. *Assignment.* Neither party may assign or transfer any rights or obligations under this Master Contract or any work order contract without the prior consent of the other and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Master Contract, or their successors in office.

11.2. *Amendments.* Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

11.3. *Waiver.* If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.

11.4. *Contract Complete.* This master contract and any work order contract contain all negotiations and agreements between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

**12. Liability.**

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minnesota Statutes chapter 466 and other applicable law. The State's liability is governed by Minnesota Statutes section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minnesota Statutes §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minnesota Statutes §471.59 subdivision 1a will apply to any work undertaken under this Master Contract and any work order issued hereunder.

**13. State Audits**

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Master Contract.

#### 14. Government Data Practices and Intellectual Property

14.1. *Government Data Practices.* The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Master Contract and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Master Contract and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.

#### 14.2. *Intellectual Property Rights*

14.2.1. *Intellectual Property Rights.* The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

#### 14.2.2. *Obligations with Respect to Intellectual Property.*

14.2.2.1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

- 14.2.2.2. *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

## 15. Affirmative Action

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minnesota Statutes §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this Master Contract, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

- 15.1. *Covered Contracts and Contractors.* If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 15.2. *Minn. Stat. § 363A.36.* Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.3. *Minn. R. Parts 5000.3400-5000.3600.*
- 15.3.1. *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:
- 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This Master Contract, and any work orders issued hereunder, are not intended to constitute an interchange of government employees under Minnesota Statutes §15.53. To the extent that this Master Contract, or any work order issued hereunder, is determined to be subject to Minnesota Statutes §15.53, such statute will control to the extent of any conflict between the Contract and the statute.

## 17. Publicity

- 17.1. *Publicity.* Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. *Data Practices Act.* Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

## 18. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**19. Prompt Payment; Payment to Subcontractors**

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

- 20. Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**21. Termination; Suspension**

- 21.1. ***Termination by the State for Convenience.*** The State or commissioner of Administration may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. ***Termination by the Local Government for Convenience.*** The Local Government may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this Master Contract and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature

or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

**22. Data Disclosure**

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

**23. Defense of Claims and Lawsuits**

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this Master Contract, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

**24. Additional Provisions**

[The balance of this page has intentionally been left blank – signature page follows]

**LOCAL GOVERNMENT**

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_

(with delegated authority)

Title: Division Director

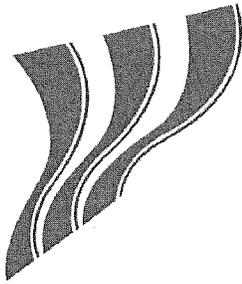
Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_



CITY OF WILLMAR, MINNESOTA  
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: \_\_\_\_\_

Meeting Date: February 26, 2013

Attachments:  Yes No

CITY COUNCIL ACTION

Date: April 1, 2013

- |                                   |                                 |
|-----------------------------------|---------------------------------|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| <input type="checkbox"/> Amended  | <input type="checkbox"/> Tabled |
| <input type="checkbox"/> Other    |                                 |

Originating Department: Planning and Development Services

**Action Requested:** Approval of an amendment to the Bollig Inc. contract for engineering services for the MinnWest Lift Station/Lakeland Drive Interceptor Project.

**Guiding Principle:** Infrastructure maintenance

**Introduction:** The City has engaged Bollig Inc. to perform engineering and design services for the MinnWest Lift Station/Lakeland Drive Interceptor Project.

**Background/Justification:** In the course of preliminary engineering, Bollig Inc. has determined that there is the potential for elimination of the MinnWest Lift Station, and possibly other lift stations, that would allow the entire Lakeland Drive sewer line to operate with gravity flow. The possibilities to be reviewed are explained in the attachment.

**Fiscal Impact:** The fee proposal is \$27,000 to complete the evaluation of alternatives.

**Alternatives:** 1) Accept the proposal  
2) Continue the project as originally proposed

**Staff Recommendation:** To approve the fee proposal in the amount of \$27,000 to provide the analysis of alternatives.

Reviewed by:

Preparer: Bruce D. Peterson

Signature:

Comments:



March 18, 2013

Mr. Bruce Peterson  
Public Works Director  
333 SW Sixth Street  
Willmar, MN 56201

**RE: Lakeland Drive Interceptor/Minnwest Lift Station Project  
Investigate Elimination of MinnWest Lift Station**

Dear Mr. Peterson:

Enclosed is our fee proposal for \$27,000 as shown in attached Table 1 to provide a complete evaluation analysis for the potential elimination of the MinnWest Lift Station. The analysis will be documented by AE2S along with support from Bollig Inc. The investigation will include engineering analysis, best estimate of probable construction costs, and provide an annual cost savings analysis.

It is recommended that three (3) possible gravity sewer scenarios be explored to fully document the possible range of gravity sewer flow possibilities as summarized below:

1. Extend gravity sewer from near Olena Ave and eliminate MinnWest Lift Station
2. Add intermediate/temporary lift station near Olena Ave and extend deeper gravity sewer to eliminate MinnWest Lift Station and potential elimination of existing Iverson, Armory and Wellshire Lift Stations (Phase 1). Later, in Phase 2, extend gravity sewer from 28<sup>th</sup> Ave and eliminate the intermediate/temporary lift station near Olena Ave.
3. Extend gravity sewer from 28<sup>th</sup> Ave and eliminate the need for the intermediate/temporary lift station near Olena Ave.

We would also recommend geotechnical investigations soil borings, scheduled for early April 2013, be completed at a depth to support a gravity flow option. This additional investigation completed now would save remobilization costs and provide further data to determine the viability and cost of the gravity flow scenarios. Upon completion of the investigative analysis, we recommend conducting a workshop with City Staff to review the gravity flow scenarios. If a gravity option is chosen over the MinnWest Lift Station alternative, MPCA would require that we provide an updated facility plan, an updated EIW, and conduct a new Public Hearing.

The proposed scope and fee modification can be incorporated into our existing contract as a no-cost change at this time, and contract amount increase or decrease can be determined following the outcome of the additional investigation. For example, if gravity flow is chosen, the cost to design would be less than a lift station resulting in a net cost savings to the City. Alternatively, if no change is chosen, a net increase in the amount of this proposal would occur to pay for the additional investigation efforts.

If you have any questions regarding our Proposal, please do not hesitate to contact myself via phone at the number listed below or via email at [bbollig@bollig-engineering.com](mailto:bbollig@bollig-engineering.com).

Sincerely,

**BOLLIG INC.**

A handwritten signature in black ink that reads "Brian F. Bollig". The signature is written in a cursive style with a large initial "B".

Brian F. Bollig, P.E.  
President

Enclosure

**TABLE 1**  
**Investigate Potential to Eliminate MinnWest Lift Station**

<b>No.</b>	<b>Tasks</b>	<b>Fee Proposal</b>
1	<p>Provide engineering analysis to review elimination of MinnWest Lift Station, with cost opinions and present findings at City Staff Workshop for the following three (3) options:</p> <p>a. Eliminate State Hospital Lift Station by extending gravity sewer from MH 1820 near Olena Ave to State Hospital LS.</p> <p>b. Eliminate four (4) lift stations (State Hospital, Iverson, Armory and Wellshire) by adding a new intermediate/temporary submersible lift station near MH 1820 and extending a deeper gravity line to State Hospital LS (Phase 1). Once gravity sewer is extended from 28<sup>th</sup> Ave this intermediate lift station can be eliminated (Phase 2).</p> <p>c. Same as previous option but, extends gravity directly from 28<sup>th</sup> Ave., thereby eliminating the need for the intermediate/temporary lift station near Olena Ave.</p>	\$18,000
2	Correspondence with MPCA, update Facility Plan, Update EIW, Council Update, and Conduct New Public Hearing and Resubmit to MPCA	\$5,000
3	Deeper soil borings to provide geotechnical investigations and provide engineering recommendations for deeper gravity sewer alternatives	\$4,000
	<b>Fee Proposal to Investigate Elimination of MinnWest Lift Station</b>	<b>\$27,000</b>