

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: 7-22-13  
Item No.: 13.d

Department Approval

City Manager Approval



Item Description: Approve LHB Inc. for Final Design, Plans and Specifications for the Park and Recreation Renewal Program

**BACKGROUND**

The Parks and Recreation Renewal Program Preliminary Plans for all parks are nearly complete, with the exception of Rosebrook Park, Tamarack Park and Southwest Roseville which require additional community/neighborhood work.

The next step in the Renewal Program process is to bring projects to construction through final design and detailed plans and specifications. This part of the program is included in the design and management budget and is the largest portion.

Using the Best Value Business Model, with guidance from the City Attorney and Arizona State University (ASU), request for proposals (RFP's) for a final design, plans and specifications consultant were prepared and issued.

The general scope in the request for proposals is as follows:

- Facilitate final plans, specifications and construction documents for all projects
- Identify process and coordinate approvals from various agencies as required for construction
- Provide geotechnical services and reports as needed to facilitate final plans and construction
- Identify needs and create suitable base mapping required to complete final plans and specifications for the projects
- Coordinate final design efforts in concert with city staff and others.
- Work with City staff in creating RFP's for actual construction using the Best Value Process
- Make recommendations for construction packaging methods, schedules and project construction methods to optimize efficiencies as construction is moving through
- Make presentations to the Parks and Recreation Commission and the City Council as necessary

On April 15, 2013, a mandatory pre-proposal education/training session was held for any and all interested firms.

On April 30, 2013, 7 proposals were received and the Best Value Procurement selection process began with a 6 member evaluation team made up of staff and a representative from the Parks and Recreation Commission. All firms were within the \$790,000 anticipated budget not including the proposed value added items, although costs and firm names were not known to the evaluation team until the interview

33 time.

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35 The best value process uses six selection criteria:

- 36 • Past Performance Information (PPI)
- 37 • Project Capability
- 38 • Identification and Mitigation of Risk
- 39 • Value Added
- 40 • Cost
- 41 • Interview of Key Personnel

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

48

- 49 1. Rates all criteria separately.
- 50 2. Justifies any high rating.
- 51 3. Does not see the price breakout and Past Performance Information (PPI) until after the  
52 prioritization of the consultants.
- 53 4. Does not see the prioritization of consultants until after the prioritization is completed.

54 On May 13 and 14, 2013 interviews were conducted with only the project lead from all 7 firms. The  
55 purpose was for them to describe their proposed plan and approach to the evaluation team.

56

57 The Best Value selection summary scores are attached.

58

59 On May 15<sup>th</sup>, 2013, the highest ranked potential Best Value final design, plans and specifications  
60 consultant was identified as LHB Inc., at which time the clarification phase began. The clarification  
61 phase consists of understanding better; their scope, milestone schedule, financial arrangements,  
62 assessment of risks and mitigation plans and value added plans of the proposal. The following list  
63 includes all 7 firms and their total evaluation score and base cost:

64

65	Project	Firm	Evaluation Score	Base Cost
66	1001		809.0	\$700,000
67	1002		823.1	\$768,000
68	1003	LHB Inc.	917.1	\$755,150
69	1004		786.6	\$720,000
70	1005		667.6	\$765,000
71	1006		736.5	\$772,000
72	1007		660.9	\$790,000

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76 LHB, Inc. identified the following 6 Value Add (VA) items and costs:

77

- 78 1. Performance of final and construction documents for one park as a demonstration and “test” =\$0
- 79
- 80 2. Provide expedited final design/construction documents so buildings, site improvements and
- 81 special construction can be bid in packages that allow for cost efficiencies = \$0
- 82
- 83 3. Provide construction administration to facilitate project delivery and adherence to documents
- 84 and to support staff with specialized expertise = \$111,160.
- 85
- 86 4. Facilitation of public engagement through final design and will work with staff to develop
- 87 unique engagement during construction = \$15,000
- 88
- 89 5. Be available to city staff, the Parks and Recreation Commission and stakeholders during the
- 90 contract to accommodate unanticipated requests and unique circumstances = \$18,000
- 91
- 92 6. Provide enhanced three dimensional illustrations of proposed improvements, including
- 93 enhancements to funded elements = \$7,500
- 94

95 Value Add item #3 “contract administration” was strongly suggested and encouraged by all proposing  
96 firms. Construction Management will still be done in house. It is not anticipated that the entire amount  
97 will be necessary and is recommended to accept this Value Add item on an hourly basis in a not to  
98 exceed amount of \$111,160 for construction administration as needed and managed.

99

100 It is recommended that Value Add items #3 (\$111,160) and #5 (\$18,000) in the total amount of  
101 \$129,160 be accepted at this time with the others to be considered at a later date should they become  
102 necessary. It is not anticipated that the entire amount of construction administration be needed so this is  
103 structured in an hourly not to exceed fashion.

104

105 The base proposal of \$755,150 and the recommended Value Add items of \$129,160 is \$884,310 and are  
106 within the total initially outlined \$1,350,000 Renewal Program design and management budget.

107

108 With the assistance of the Arizona State University and the City Attorney, attached is a proposed  
109 Standard Agreement for Professional Services and a Pre Award Document for the final designs, plans  
110 and specifications for the Parks and Recreation Renewal Program.

111

112 After completing the Best Value Procurement process and LHB demonstrating their understanding of  
113 the project, approach, fees, costs and deliverables, the evaluation team is recommending that the City  
114 enter into an agreement with LHB Inc. as the final design, plans and specifications consultant for the  
115 Parks and Recreation Renewal Program (PRRP) for a scope as outlined for a cost of \$884,310 including  
116 the Value Add items as described to be taken from the City Park and Recreation Renewal Program  
117 Budget.

118

119 The anticipated time to perform the final design, plans and specifications work will be 18 weeks with  
120 contract administration throughout the project duration.

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124 The next steps in the process will be to:

- 125 • Finalize the agreement between the City of Roseville and LHB Inc.

- 126 • Finalizing plan to accommodate Recreation Programs
- 127 • Prepare final project design, plans and specifications and distribute for proposals
- 128 • Finalize project packaging and schedules
- 129 • Coordinate timing of projects
- 130 • Begin projects

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132 **POLICY OBJECTIVE**

133 It is the policy of the City to use the Arizona State University (ASU) Best Value Procurement Method  
134 Model for the Park and Recreation Renewal Program to deliver the best value for the community.

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136 **BUDGET IMPLICATIONS**

137 The total cost of the final design, plans and specifications consultant as outlined is \$884,310 including  
138 the Value Add item. The cost would be paid for out of the Renewal Programs identified budget for  
139 design and management.

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141 **STAFF RECOMMENDATION**

142 Based on LHB Inc. being ranked the highest using the Best Value Procurement Business Model, staff  
143 recommends that the City enter into an agreement with LHB Inc. in the amount of \$884,310 including  
144 the Value Add items as outlined, to be taken from the Parks and Recreation Renewal Program Budget.

145

146 **REQUESTED COUNCIL ACTION**

147 Motion authorizing the Mayor and City Manager to enter into a Professional Services Agreement with LHB  
148 Inc. for services as referenced in the attached pre-award document to develop final designs, plans and  
149 specifications for the Park and Recreation Renewal Program projects for a cost of \$884,310 including the  
150 Value Add items as outlined to be taken from the Park and Recreation Renewal Program budget and with  
151 final City Attorney review and approval.

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Prepared by: Lonnie Brokke, Director of Parks and Recreation

Attachments: A. Best Value Selection Summary  
B. Standard Agreement for Professional Services and Pre-Award Document

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**City of Roseville**  
**Final Design, Plans and Specifications**  
**Best Value Selection Summary**

**Section 1: Summary of Scores**

**Raw Data**

No	Criteria	1001	1002	1003	1004	1005	1006	1007
1	Cost	\$700,000	\$768,000	\$755,150	\$720,000	\$765,000	\$772,000	\$790,000
2	Interview Rating	7.5	6.7	10.0	5.8	3.7	4.3	4.3
3	Risk Plan	5.8	6.7	5.8	8.2	5.7	6.5	5.8
4	Project Capability Plan	5.8	8.2	8.2	5.7	6.5	9.0	5.0
5	Value Added Plan	5.0	6.7	5.8	5.2	5.7	6.5	5.0
6	PPI (1-10)	9.9	9.7	10.0	9.8	9.8	8.2	10.0

**Points**

	Points	1001	1002	1003	1004	1005	1006	1007	
1	Cost	250	250.0	227.9	231.7	243.1	228.8	226.7	221.5
2	Interview Rating	350	262.5	233.3	350.0	204.2	128.3	151.7	151.7
3	Risk Plan	150	107.1	122.4	107.1	150.0	104.1	119.4	107.1
4	Project Capability Plan	100	64.8	90.7	90.7	63.0	72.2	100.0	55.6
5	Value Added Plan	100	75.0	100.0	87.5	77.5	85.0	97.5	75.0
6	PPI (1-10)	50	49.5	48.7	50.0	48.9	49.2	41.2	50.0
<b>Total Available Points</b>		<b>1000</b>	<b>809.0</b>	<b>823.1</b>	<b>917.1</b>	<b>786.6</b>	<b>667.6</b>	<b>736.5</b>	<b>660.9</b>

**Section 2: Ranking**

Proposer	Total Score	Diff from Prev.
LHB	917.1	--
1002	823.1	94.0
1001	809.0	14.1
1004	786.6	22.4
1006	736.5	50.1
1005	667.6	68.8
1007	660.9	6.7

**Section 3: Committee Ratings**

**Risk Plan Ratings**

Evaluator	1001	1002	1003	1004	1005	1006	1007
Evaluator 1	5	5	5	5	5	5	5
Evaluator 2	5	5	5	5	5	5	5
Evaluator 3	10	5	10	10	5	10	5
Evaluator 4	5	10	5	10	5	5	10
Evaluator 5	5	5	5	9	9	9	5
Evaluator 6	5	10	5	10	5	5	5
<b>Average</b>	<b>5.8</b>	<b>6.7</b>	<b>5.8</b>	<b>8.2</b>	<b>5.7</b>	<b>6.5</b>	<b>5.8</b>

**Capability Plan Ratings**

Evaluator	1001	1002	1003	1004	1005	1006	1007
Evaluator 1	5	5	5	5	5	5	5
Evaluator 2	5	5	10	5	5	10	5
Evaluator 3	5	10	10	5	10	10	5
Evaluator 4	5	10	5	5	5	10	5
Evaluator 5	5	9	9	9	9	9	5
Evaluator 6	10	10	10	5	5	10	5
<b>Average</b>	<b>5.8</b>	<b>8.2</b>	<b>8.2</b>	<b>5.7</b>	<b>6.5</b>	<b>9.0</b>	<b>5.0</b>

**Value-Added Proposal Ratings**

Evaluator	1001	1002	1003	1004	1005	1006	1007
Evaluator 1	5	5	5	5	5	5	5
Evaluator 2	5	5	5	5	5	5	5
Evaluator 3	5	10	10	10	5	10	5
Evaluator 4	5	5	5	5	5	5	5
Evaluator 5	5	5	5	1	9	9	5
Evaluator 6	5	10	5	5	5	5	5
<b>Average</b>	<b>5.0</b>	<b>6.7</b>	<b>5.8</b>	<b>5.2</b>	<b>5.7</b>	<b>6.5</b>	<b>5.0</b>

**Project Manager Interview Ratings**

Evaluator	1001	1002	1003	1004	1005	1006	1007
Evaluator 1	5	5	10	5	1	5	5
Evaluator 2	10	10	10	10	5	5	5
Evaluator 3	5	5	10	5	1	1	1
Evaluator 4	5	10	10	5	5	5	5
Evaluator 5	10	5	10	5	5	5	5
Evaluator 6	10	5	10	5	5	5	5
<b>Average</b>	<b>7.5</b>	<b>6.7</b>	<b>10.0</b>	<b>5.8</b>	<b>3.7</b>	<b>4.3</b>	<b>4.3</b>

## Standard Agreement for Professional Services

This Agreement (“Agreement”) is made on the 23rd day of July, 2013, between the City of Roseville, a municipal corporation (hereinafter “City”), and LHB Inc., a Minnesota Corporation (hereinafter “Consultant”).

### Preliminary Statement

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

The City and Consultant agree as follows:

1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services described in Exhibit “A” attached hereto (“Work”) in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. **Term.** The term of this Agreement shall be from July 23, 2013, through June 30, 2014, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Consultant the compensation described in Exhibit Attached hereto for the Work, subject to the following:
  - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
  - B. Third party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.

4. ***City Representative and Special Requirements:***

- A. Jeffrey M. Evenson shall act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information and interpret and define the City's policies and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement. The City may change the City's representative at any time by notifying the Consultant of such change in writing.
- B. In the event that the City requires any special conditions or requirements relating to the Work and/or this Agreement, such special conditions and requirements are stated in Exhibit C attached hereto. The parties agree that such special conditions and requirements are incorporated into and made a binding part of this Agreement. The Consultant agrees to perform the Work in accordance with, and this Agreement shall be subject to, the conditions and requirements set forth in Exhibit C.

5. ***Method of Payment.*** The Consultant shall submit to the City, on a monthly basis commencing on August 23, 2013, an itemized written invoice for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

- A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. For all other Work, the Consultant shall provide a description of the Work performed and the period to which the invoice applies. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. In addition to the foregoing, all invoices shall contain, if requested by the City, the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement, and such other information as the City may from time to time reasonably require.
- B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Consultant: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

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

- A. The City shall have the right to suspend the Work to be performed by the Consultant under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be

performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon the Consultant of the written notice from the City of such suspension.

- B. The Consultant shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.
6. ***Project Manager and Staffing.*** The Consultant has designated Michael Schroeder (“Project Contacts”) to perform and/or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Consultant may not remove or replace the Project Contacts without the prior approval of the City.
  7. ***Standard of Care.*** All Work performed by the Consultant under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind to the Work being performed under this Agreement.
  8. ***Audit Disclosure.*** Any reports, information, data and other written documents given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available by the Consultant to any individual or organization without the City’s prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Consultant.
  9. ***Termination.*** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth in Provision 26 below, a written notice at least ten (10) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If the City terminates this Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have at law or in equity, retain another consultant to undertake or complete the Work to be performed hereunder.

10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. If subcontracts are approved and entered into, the Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by, and the Consultant shall otherwise comply with, the State Prompt Payment Act.
11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.
14. **Services Not Provided For.** The City shall not be required to pay for any claim for services furnished by the Consultant not specifically provided for herein.
15. **Compliance with Laws and Regulations.** The Consultant shall abide with all applicable federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either parties ability to enforce a subsequent breach.
17. **Indemnification.** The Consultant agrees to defend, indemnify and hold the City, and its mayor, councilmembers, officers, agents, employees and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses,

including but not limited to reasonable attorney's fees, to the extent caused by the negligent or wrongful act or omission of the Consultant, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to adequately perform the Work and against all losses resulting from the failure of the Consultant to fully perform all of the Consultant's obligations under this Agreement.

18. **Insurance.**

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

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

Worker's Compensation:	Statutory Limits
Commercial General Liability:	\$1,000,000 per occurrence \$1,500,000 general aggregate \$1,000,000 products – completed operations aggregate \$5,000 medical expense
Comprehensive Automobile Liability:	\$1,000,000 combined single limit (shall include coverage for all owned, hired and non-owned vehicles).

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

- (i) Personal injury with Employment Exclusion (if any) deleted;
- (ii) Broad Form Contractual Liability coverage; and
- (iii) Broad Form Property Damage coverage, including Completed Operations.

- D. During the entire term of this Agreement, and for such period of time thereafter as is necessary to provide coverage until all relevant statutes of limitations pertaining to the Work have expired, the Consultant shall procure, maintain and pay for professional liability insurance, satisfactory to the City, which insures the payment of damages for liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is liable. Said policy shall provide an aggregate limit of at least \$2,000,000.00. Said policy shall not name the City as an insured.
- E. The Consultant shall maintain in effect all insurance coverages required under this Provision 18 at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Provision:
- (i) All policies, except the Professional Liability Insurance Policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
  - (ii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall name "the City of Roseville" as an additional insured;
  - (iii) All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Roseville."
  - (iv) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and
  - (v) All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

A copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Consultant's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph 18, must be filed with the City prior to the start of Consultant's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Consultant has complied with all insurance requirements. Renewal certificates shall be provided to the City at least 30 days prior to the expiration date of any of the required policies. The City will not be obligated, however, to review such declaration page, riders, endorsements or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents, and receipt thereof

shall not relieve the Consultant from, nor be deemed a waiver of, the City's right to enforce the terms of the Consultant's obligations hereunder. The City reserves the right to examine any policy provided for under this Provision 18.

19. ***Ownership of Documents.*** All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but the Consultant may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Consultant for such use. The Consultant shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City. To the extent the documents are modified, supplemented or otherwise altered by the Owner, subsequent design professional, or any other party, the Owner agrees to indemnify, defend and hold the Architect harmless for any claims, demands, damages or causes of action arising out of such modification, supplementation or alteration.
20. ***Dispute Resolution/Mediation.*** Each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. The cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Roseville unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.
21. ***Annual Review.*** Prior to October 1, 2013, the City shall have the right to conduct a review of the performance of the Work performed by the Consultant under this Agreement. The Consultant agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.
22. ***Conflicts.*** No salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.
23. ***Governing Law.*** This Agreement shall be controlled by the laws of the State of Minnesota.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
25. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
26. **Notices.** Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager if such notice is to be given to the City, or if delivered personally to an officer of the Consultant if such notice is to be given to the Consultant, b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below, or c) if given to a nationally, recognized, reputable overnight courier for overnight delivery to the other party addressed as follows:

If to City:                      City of Roseville  
   Roseville City Hall  
   2660 Civic Center Drive  
   Roseville, MN 55113  
   Attn: City Manager

If to Consultant:              LHB, Inc.  
   250 3<sup>rd</sup> Avenue North  
   Minneapolis MN 55401  
   Attn: Michael Schroeder

Notices shall be deemed effective on the date of receipt if given personally, on the date of deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to an overnight courier, the time for response to any notice by the other party shall commence to run one business day after the date of mailing or delivery to the courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

27. **Entire Agreement.** Unless stated otherwise in this Provision 27, the entire agreement of the parties is contained in this Agreement and its Exhibits and Attachments. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

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

CITY OF ROSEVILLE

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

By: \_\_\_\_\_  
City Manager

AS TO FORM

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

LHB

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

Its: \_\_\_\_\_

**City of Roseville  
2012-2016 Parks and Recreation Renewal Program  
Final Design, Plans, and Specifications**

PRE AWARD DOCUMENT

Prepared by: LHB, Inc.



23 July 2013

*For the purposes of this Pre Award Document, the term “Final Design Consultant” shall refer to LHB, Inc. and its subconsultants.*

*C:\Users\mjschro\Desktop\LHB\Roseville PRRP Final Design and Construction Documents\clarification phase\Attachment C - Pre-Award Document for Final Design Plans and Specifications, 20130723.docx*

## SECTION 1 – FINANCIAL SUMMARY

### Approved Value Added Options

NO	DESCRIPTION	COST (\$)
1	The Final Design Consultant will perform final design and provide construction documents for one park as a demonstration and “test.”	\$0
2	The Final Design Consultant will provide expedited final design/construction documents so buildings, site improvements, and special construction can be bid in packages that allow for cost efficiencies.	\$0
3	The Final Design Consultant will provide construction administration to facilitate project delivery and adherence to documents, and to support staff with specialized expertise.	\$111,160 (see note 1)
4	The Final Design Consultant will facilitate a public engagement through final design and will work with staff to develop unique engagement during construction.	\$15,000 (see note 1)
5	The Final Design Consultant will be available to city staff, the PRC, and stakeholders during the contract to accommodate unanticipated requests and unique circumstances.	\$18,000
6	The Final Design Consultant will provide enhanced three-dimensional illustrations of proposed improvements, including enhancements to funded elements.	\$7,500 (see note 1)
<i>Total Work to be performed as needed and approved on an hourly-not-to-exceed basis:</i>		\$129,160 (for No. 3 and No. 5)

### Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
1	No scope changes are requested	\$0
<i>Total Approved Client Scope Changes:</i>		\$0

### Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$755,150
	Final design and specifications (lump sum amount, as defined in the city’s Request for Proposals)	\$735,150
	Documentation of Established Construction and Design Standards (lump sum amount, as defined in the city’s Request for Proposals)	\$20,000
2	Total Approved Value Added Options (No. 3 and No. 5)	\$129,160
3	Total Client Requested Scope Changes	\$0
4	Final Total Cost	\$884,310

Note 1: Amounts indicated for value added options are not-to-exceed amounts; work shall be performed by the Final Design Consultant on an hourly basis as directed by city staff to the amounts indicated for work as described for each value added option.

## SECTION 2 – PROJECT DURATION SUMMARY

### Approved Value Added Options

NO	DESCRIPTION	DURATION
1	The Final Design Consultant will perform final design and provide construction documents for one park as a demonstration and “test.”	No added contract time required
2	The Final Design Consultant will provide expedited final design/construction documents so buildings, site improvements, and special construction can be bid in packages that allow for cost efficiencies.	No added contract time required
3	The Final Design Consultant will provide construction administration to facilitate project delivery and adherence to documents, and to support staff with specialized expertise.	(see note 1)
4	The Final Design Consultant will facilitate a public engagement through final design and will work with staff to develop unique engagement during construction.	(see note 1)
5	The Final Design Consultant will be available to city staff, the PRC, and stakeholders during the contract to accommodate unanticipated requests and unique circumstances.	No added contract time required
6	The Final Design Consultant will provide enhanced three-dimensional illustrations of proposed improvements, including enhancements to funded elements.	No added contract time required
<i>Total Approved Value Added Options:</i>		

### Client Requested Scope Changes

NO	DESCRIPTION	DURATION
1	No scope changes are requested	
<i>Total Approved Client Scope Changes:</i>		

### Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	175
2	Total Approved Value Added Options (Days)	0
3	Total Proposed Value Added Options (Days)	(see note 1)
4	Total Client Requested Scope Changes (Days)	0
<b>Final Project Duration</b>		<b>175</b> (see note 1) (see note 2)

Note 1: The value added option for construction administration services to be performed by the Final Design Consultant is dependent on the contractor’s schedule for constructing the improvements and has not been included in the Final Project Duration. Value added options for engagement during the construction of improvements, should that option

be desired by the city, have not been included in the Final Project Duration because it is also dependent on the contractor's schedule for constructing the improvements.

Note 2: Delivery of parks where acquisition is required has not been included in the Project Duration due to the lack of certainly related to acquisition.

### SECTION 3 – PROJECT SCHEDULE

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

No	Activity/Task	Responsibility	Risky activity	Duration (calendar days)	Start Date	End Date
1	Notice to proceed	City		0	1-Aug-13	1-Aug-13
2	Identification of park site acquisitions	City	yes	154	1-Aug-13	2-Jan-14
3	Site visits and review of preliminary design plans	Final Design Consult		14	1-Aug-13	15-Aug-13
4	Cost review of preliminary design plans	Final Design Consult	yes	7	8-Aug-13	15-Aug-13
5	Topographic survey	Final Design Consult	yes	56	8-Aug-13	3-Oct-13
6	Geotechnical investigations (Villa Park is delivered first)	Final Design Consult		56	8-Aug-13	3-Oct-13
7	Definition of optimal bid packages	Final Design Consult		28	1-Aug-13	29-Aug-13
8	Community engagement activities (value added service)	Final Design Consult		175	1-Aug-13	23-Jan-14
9	Standard detail review and refinement	Final Design Consult		42	1-Aug-13	12-Sep-13
10	Early delivery park/building documents (50% completion) for city review	Final Design Consult		20	15-Aug-13	4-Sep-13
12	Early delivery park/building documents (90% completion) for city review	Final Design Consult		20	5-Sep-13	25-Sep-13
13	Early delivery park/building documents (100% completion ) for bidding	Final Design Consult		10	26-Sep-13	6-Oct-13
14	Standard delivery park/building documents (50%) for city review	Final Design Consult		70	15-Aug-13	24-Oct-13
16	Standard delivery park/building documents (90%) for city review	Final Design Consult		60	25-Oct-13	24-Dec-13
17	Standard delivery park/building documents (100%) for bidding	Final Design Consult		20	25-Dec-13	14-Jan-14
18	Acquired site delivery park/building documents (50%) for city review	Final Design Consult		30	2-Jan-14	1-Feb-14
20	Acquired site delivery park/building documents (90%) for city review	Final Design Consult		30	2-Feb-14	4-Mar-14
21	Acquired site delivery park/building documents (100%) for bidding	Final Design Consult		10	5-Mar-14	15-Mar-14
22	Bid evaluation for early delivery park/building documents	Final Design Consult	yes	7	5-Dec-13	12-Dec-13
23	Bid evaluation for standard delivery park/building documents	Final Design Consult	yes	7	15-Mar-14	22-Mar-14
24	Bid evaluation for acquired site delivery park/building documents	Final Design Consult	yes	7	14-May-14	21-May-14

Note 1: The Final Design Consultant’s project schedule anticipates an 18 week delivery period for a bid package encompassing all projects except:

- One project to be delivered as a “test” as described in Value Added Option 1 (this project is assumed to be Villa Park due to the disruption of the park by the current water quality improvement project); and
- Parks for which potential acquisitions have not been defined (Autumn Grove Park, Rosebrook Park, and a new park in Southwest Roseville); for these parks, documents will be delivered by the Final Design Consultant according to a schedule that recognizes the date of acquisition and the potential for incorporating final design and construction documents reasonably in a contractor bid package.

Note 2: The Project Duration as demonstrated in the Project Schedule addresses work in Tasks 1 to 17.

## SECTION 4 – RISK MANAGEMENT PLAN

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

<b>Identified Risk 1:</b>	Conditions supporting construction costs are changing as the economy recovers.
Solution / Strategy:	<p>The Final Design Consultant’s work plan begins with an intensive review of the preliminary design plans, correlating proposed improvements to current conditions and knowledge of pricing from recently constructed improvements. The Final Design Consultant will provide project cost estimates at the 50% and 90% project phases.</p> <p>If costs are found to deviate substantially (more than ten percent) from the PRRP budgets, the Final Design Consultant will identify likely causes of cost overruns and make recommendations to correct the overruns. Further work by the Final Design Consultant will not proceed on portions of the PRRP until the recommendations are accepted by the city or other clear direction is provided by the city.</p>
<b>Identified Risk 2:</b>	The PRRP requires knowledge of proposed improvements some of which are defined by separately contracted consultants and vendors. Their work must be aggregated to best deliver improvements. Lack of continuity between the System Master Plan, preliminary design plans, and the final delivered improvements may jeopardize the ability of the city to deliver parks improvements.
Solution / Strategy:	<p>The work of the Final Design Consultant must be coordinated under a project manager who has in-depth knowledge of improvements across all projects, not just those for which the team will assume responsibility. Within two weeks of selection, the Final Design Consultant will visit each park and, using the preliminary plans, will highlight areas where coordination with other vendors or consultants is necessary.</p> <p>The Final Design Consultant’s responsibility will be limited to identifying areas where it would appear plans under its control fail to gain alignment with potential work by other consultants or vendors. It will be incumbent upon the city to direct other consultants and vendors to ensure alignment with the system master plan and preliminary design plans.</p>
<b>Identified Risk 3:</b>	The city has suggested that its GIS topographic information can be used for final design services, but GIS information has not been reliable for construction-level services. Since release of the RFP for Final Design, Plans, and Specifications, the Final Design Consultant has been made aware of as-built documents for several parks which are on file at the city offices. It should be noted that the as-built documents have not been verified. Obtaining construction-level surveys for entire parks is expensive and limits the funds available for anticipated improvements.
Solution / Strategy:	<p>The Final Design Consultant will survey areas of proposed buildings and establish survey control in parks where work will be performed. The Final Design Consultant will align surveys with GIS information and any available as-built information to the degree possible. Where alignment cannot be gained, the Final Design Consultant will:</p> <ul style="list-style-type: none"> <li>· Outline implications of using GIS information or as-built documents assumed to be correct; or</li> <li>· Frame timing/costs for additional survey to ensure best possible control for final design and most complete information to support bidding/construction.</li> </ul> <p>The choice will be left to the city with the understanding that the Final Design Consultant has made its best effort to align surveys with city-provided information</p>

	<p>without marginalizing the costs needed for design or impacting funds for improvements.</p> <p>If it is found that surveyed conditions do not align sufficiently (for the purposes of final design and eventual construction) with GIS-based data or as-built documents (both provided by the city) and it is determined by the city that additional survey work must be performed by the Final Design Consultant, the Final Design Consultant shall identify the costs and schedule impacts of performing additional survey work and proceed with additional survey work only upon authorization by the city.</p>
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<b>Identified Risk 4:</b>	<p>Progress toward construction relies on achieving agreement from agencies with jurisdiction. Delays in approval may cause uncertainty in the contracting community, funding increases, and delays in implementation.</p>
<b>Solution / Strategy:</b>	<p>During the first two weeks of the project, the Final Design Consultant will review the preliminary design plans to highlight necessary and known approvals and their timing. The Final Design Consultant will assess the preliminary design and develop any additional refinements that might be necessary to help the reviewing entities understand the scope of the proposed improvements. The Final Design Team will then meet with review agencies as necessary to establish proper communication and help avoid unanticipated responses.</p> <p>The Final Design Consultant will review the list of anticipated required approvals with city staff to ensure all review authorities are included. With a comprehensive list of known reviews, the Final Design Consultant will contact those entities to make certain submittal requirements and schedules are incorporated into the work and schedule.</p>

<b>Identified Risk 5:</b>	<p>Using staff for construction administration may be cost effective, but with concurrent/closely sequenced improvements and because of the focus on the quality of the improvements, surety in the constructed result is a necessity.</p>
<b>Solution / Strategy:</b>	<p>The Final Design Consultant will provide on-call construction administration as outlined in our Value Added Plan. Because of the inherent liability of constructing improvements and the standard agreement included with this RFP, it is necessary to understand that certain items (shop drawing review, clarification of design intent, interpretation of design elements requiring calculations or that result in changes to design intent or development program) must be addressed by the Final Design Consultant.</p> <p>The Final Design Consultant’s proposal for Value Added Services describes more fully the services to be provided. A key component of the services proposed is that work will only be performed by the Final Design Consultant if requested by the city; as this parameter defines the services of the Final Design Consultant, the city will assume responsibility for all reviews and coordination where no advice, review, or coordination is requested of the Final Design Consultant.</p>

<b>Identified Risk 6:</b>	<p>The city has not yet secured sites for improvements at all parks.</p>
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<p>Solution / Strategy:</p>	<p>The Final Design Team will develop plans assuming the expansion of Rosebrook Park and will use sites identified for Southwest Roseville as indicated by staff at the outset of this contract. Should directions change once work has been initiated, and recognizing the any limitations on schedule posed in the Value Added Plan, modifications may be required outside of the scope of this contract.</p> <p>Two parks and one area of the community have been identified for potential park acquisition in the PRRP:</p> <ul style="list-style-type: none"> <li>· The potential acquisition of lands south of Lydia Street for Autumn Grove Park will influence the final design. The preliminary design anticipates the addition of the former school district property and adds new parks and recreation facilities on that property. If the site is not acquired, the existing park may require redesign to accommodate some of the facilities anticipated to be located on the acquired property. Should the property be acquired, the preliminary design plan will not require modification and the work of defining a plan for grading and restoration can be accomplished independent of the final design for the park. It is recommended that plans for grading and restoration of any acquired lands for Autumn Grove Park be accomplished by city staff for incorporation into a bid package prepared by the Final Design Consultant.</li> <li>· The acquisition of the Press Gym parcel at Rosebrook Park poses the opportunity for significant reconfiguration of activities in the park. Because of the unknown nature of the acquisition at the time of this contract, the final design documents will be delivered on a separately defined schedule once the city has informed the Final Design Consultant about the status of the acquisition. It is anticipated that the contractor bid package will include work related to a potential expansion of Rosebrook Park, but delivery of the bid package may be delayed if the city cannot define acquisition prior to the initiation of final design work (approximately five weeks into the contract period).</li> <li>· Identification of a parcel or parcels for a park in Southwest Roseville is not known at the time of execution of this contract. Because of the unknown nature of the acquisition at the time of this contract, the final design documents will be delivered on a separately defined schedule once the city has informed the Final Design Consultant about the status of the acquisition. It is anticipated that the contractor bid package will include work related to the creation of a park(s) in Southwest Roseville, but delivery of the bid package may be delayed if the city cannot define acquisition prior to the initiation of final design work (approximately five weeks into the contract period).</li> </ul>
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## SECTION 5 – SCOPE OVERVIEW

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

### Base scope of work

LHB’s base scope of work includes the following work tasks:

Task Base-A	Site visits and cost review
Base-A.1	Investigate park improvement sites with city staff to explore potential revisions to the preliminary designs and to more fully understand the scope of work at each park
Base-A.2	Review budgets for each park improvement and compare to likely construction costs for the improvements; highlight areas where differences occur and offer preliminary recommendations for revising preliminary plans to align with likely construction costs
Base-A.3	Explore with city staff the potential for alternates that might be included in the final design and construction documents that allow for contractor bids that ensure alignment with budgets
Base-A.4	Summarize the cost review and recommendations for budget/cost alignment in a memorandum addressed to the Parks and Recreation Department
Base-A.5	Frame list of potential reviews required for final design and construction documents and outline a review and submittal schedule <i>The city shall coordinate with the playground vendor and natural resources consultant to have each party participate in the cost review. Their input will be important in aligning potential costs with budgets and in determining optimal bid packages.</i>
Task Base-B	Survey
Base-B.1	Identify portions of sites where survey information will be obtained; surveys are anticipated in every park where a structure will be constructed, with the bounds of the survey confined to areas generally near the anticipated construction site; surveys will be performed in parks where ballfields will be renovated to establish control relative to the use of the city’s GIS-based topographic information
Base-B.2	Conduct field surveys and prepare base survey
Base-B.3	Compare field survey topographic and location information to the city’s GIS-based information for consistency; highlight areas of non-alignment (significant vertical differences—greater than four inches and horizontal location differences—greater than two feet)
Base-B.4	Integrate field survey information with city’s GIS-based information to create base mapping for each park improvement
Base-B.5	Identify issues related to non-alignment of field survey information and GIS-based information for consideration by the city
Base-B.6	Expand field survey for areas where non-alignment exist (if so directed by the city) <i>The city shall deliver any existing digital surveys and GIS-based topographic and boundary information to the Final Design Consultant prior to the start of any field survey work. Copies of any as-built information shall be provided to the Final Design Consultant no later than two weeks after Notice to Proceed. Survey</i>

*work will be limited to topographic survey and tie-in of bench marks and locations of geotechnical investigation locations.*

*City staff shall be notified of the timing for survey work in each park. The city shall be responsible for notifying the public of the purpose and timing of survey work for each park.*

**Task Base-C Geotechnical investigations**

- Base-C.1 Identify location and type of geotechnical investigation required for each park
- Base-C.2 Conduct geotechnical investigations in each park and provide geotechnical report and recommendations based on proposed improvements at each park  
*Any existing geotechnical information for any park where improvements are proposed shall be delivered to the Final Design Consultant within two weeks of the Notice to Proceed.*

*City staff shall be notified of the timing for geotechnical investigations in each park. The city shall be responsible for notifying the public about the purpose and timing for geotechnical investigations in each park.*

**Task Base-D Review and refinement of standard details**

- Base-D.1 Review draft list of standards defined as a part of the Lead Consultant contract.
- Base-D.2 Develop and review standard details as an integral part of the construction document preparation effort.
- Base-D.3 Extract final details and assemble as a standard detail document, either by sheet or standard plate (to be determined by the city)

**Task Base-E Definition of optimal bid packages**

- Base-E.1 Meet with city staff to review improvements and strategize possible bid packages; the city shall invite the playground vendor and natural resources consultant to participate in the review meeting
- Base-E.2 Prepare recommendation for optimal bid packages in the form of a memorandum addressed to the Parks and Recreation Department
- Base-E.3 Identify potential contractor(s), if necessary, to understand the contracting community's view of the organization of optimal bid packages and recommend changes to the optimal bid packages in concert with city staff
- Base-E.4 Meet with city staff to review recommendation for optimal bid packages  
Acceptance of the optimal bid packages by the city must occur prior to the Final Design Consultant beginning preparation of construction documents.

**Task Base-F Final design**

- Base-F.1 Use the preliminary design plans to prepare final design plans (assumed to be a 50% design set); the 50% design set is anticipated to include the following components (which may vary depending on the park):
  - Site preparation plan (including park access plan)
  - Demolition and removals plan
  - Site plan for park improvements
  - Utility plan
  - Grading, stormwater management, and erosion control plan
  - Site layout plan
  - Site electrical plan
  - Planting and turf establishment plan

- Site construction details
  - Planting details
  - Building plans (footing plan, floor plan, roof plan)
  - Building elevations and sections
  - Building mechanical and electrical plans
  - Building structural plans
  - Irrigation plans
- Base-F.2 Prepare estimate of probable construction cost based on 50% design set
- Base-F.3 Review 50% design set with city staff to ensure conformance with preliminary design plans
- Base-F.4 Meet with playground vendor and natural resources consultant to review and coordinate improvements using the 50% percent set as the basis for coordination.
- Base-F.5 Meet with local building official to gain initial insights into code issues and interpretations
- Base-F.6 Meet with other jurisdictions to understand review and approval parameters  
*It will be advantageous for any related park improvements to be defined at a level of design similar to the Final Design Consultant's review set.*

*In order to make progress toward timely completion, the city's review and comment on the 50% set shall be completed and transmitted to the Final Design Consultant within five working days of the submittal.*

#### Task Base-G Construction documents

- Base-G.1 Prepare construction documents for park improvements based upon staff-approved 50% review set and expanding upon the information and details provided in the 50% set
- Base-G.2 Prepare technical specifications for park improvements based on staff-approved 50% review set
- Base-G.3 Prepare estimate of probable construction cost for each park
- Base-G.4 Review 90% design set with city staff to ensure conformance with preliminary design plans

*In order to make progress toward timely completion, the city's review and comment on the 90% set shall be completed and transmitted to the Final Design Consultant within five working days of the submittal.*

*We need to review the technical requirements for bidding related to the specifications. We assume that front end components related to bidding will be provided by the city's best value consultant.*

#### Task Base-H Bid packages

- Base-H.1 Prepare bid packages and draft Advertise for Bids for each bid package
- Base-H.2 Prepare estimate of probable construction cost for each bid package
- Base-H.3 Participate in a Pre-Proposal Best Value Meeting with interested bidders
- Base-H.4 Respond to technical questions posed by bidders during the bid period by preparing addenda and clarifications for distribution by the city  
*Bid packages will be assembled as defined in Task E. The need for any changes to the optimal bid packages will be framed in a memorandum addressed to the Parks and Recreation Department by the Final Design Consultant for*

*consideration by the city*

<b>Task Base-I</b>	<b>Local reviews</b>
Base-I.1	Meet with local building official to gain initial insights into code issues and interpretations
Base-I.2	Summarize input in a memorandum addressed to the Parks and Recreation Department; note changes required in design to accommodate the reviews
Base-I.3	Submit plans for review once they have been approved by the city <i>Some local reviews, approvals, and permitting may be the responsibility of the contractor responsible for constructing the park improvements.</i>
<b>Task Base-J</b>	<b>Agency reviews</b>
Base-J.1	Meet with other jurisdictions to understand review and approval parameters
Base-J.2	Summarize input in a memorandum addressed to the Parks and Recreation Department; note changes required in design to accommodate the reviews
Base-J.3	Submit plans for review once they have been approved by the city <i>Some local reviews, approvals, and permitting may be the responsibility of the contractor responsible for constructing the park improvements.</i>
<b>Task Base-K</b>	<b>Bid evaluation</b>
Base-K.1	Assist city staff in the review of technical aspects of the bids based on a best value evaluation
Base-K.2	Prepare a recommendation for award based on the technical review of bids and submit the recommendation to the Parks and Recreation Department
<b>Task Base-L</b>	<b>Coordination with city staff</b>
Base-L.1	Provide on-going coordination with city staff throughout the work to ensure alignment with the System Master Plan, the preliminary design plans, and the needs for managing park access during the renewal program
Base-L.2	Coordinate efforts with others working on the PRRP (playground vendor, natural resources consultant) by attending meetings twice monthly where the focus is directed to integration of the work of the Final Design Consultant with others

### Value added options

For value added options listed in Section 1 – Financial Summary, LHB proposes to perform the tasks listed below for each approved value added option.

Value added option 1: Demonstration and “test”

<b>Task VA1</b>	<b>Prepare final design and construction documents for a single park for early delivery</b>
VA1-1	Work with staff to confirm the “test” park (assumed to be Villa Park, in the lower portion of the park)
VA1-2	Develop final design and construction documents according to the schedule identified in Section 3 – Project Schedule and the list of documents identified in Base Task F and Base Task G, along with local and agency reviews identified for the Base Services
VA1-3	Work with city staff to accelerate the best value procurement process for this park <i>Reviews by city staff will be critical during the five week delivery period. Where</i>

*other portions of this document suggest a five working day review by city staff, in order to maintain a five week schedule, reviews will have to occur within three days.*

Value added option 2: Expedited final design/construction documents

Task VA2	Prepare final design and construction documents for remaining parks (except, possibly Rosebrook Park and Southwest Roseville)
VA2-1	Review the results from the “early delivery” park design with city staff to determine any necessary changes prior to starting this round of park designs
VA2-2	Develop final design and construction documents according to the schedule identified in Section 3 – Project Schedule and the list of documents identified in Base Task F and Base Task G, along with local and agency reviews identified for the Base Services <i>A review of the “early delivery” park documents must occur prior to initiating detailed design work related to this task.</i>

Value added option 3: Construction administration

Task VA3- A	Construction observation and administration services:
VA3-A.1	Work with staff to prepare agenda and attend pre-construction meeting
VA3-A.2	Attend periodic construction meetings/review work for compliance
VA3-A.3	Review shop drawings/fabrication drawing submittals
VA3-A.4	Review required geotechnical and special inspections reports
VA3-A.5	Review finish and material submittals and product submittals
VA3-A.6	Answer contractor inquiries regarding design intent
VA-3A.7	Review payment applications and proposed change orders
VA3-A.8	Conduct final walk-through and prepare punch list
Task VA3-B	Post-construction services
VA3-B.1	Prepare as-built drawings from contractor field sets
VA3-B.2	Discuss operational issues with the staff following completion
VA3-B.3	Review the completed building 11 months after occupancy date and report issues/warranty problems to the contractor for correction

Value added option 4: Public engagement through final design and construction

Task VA4	Work with city staff to orchestrate unique engagement activities during the final design and construction process
VA4-1	Identify and participate in engagement activities that maintain interest in the evolving designs for each park, especially for park improvements scheduled later in the PRRP
VA4-2	Identify and participate in engagement activities at parks during the construction process; activities might include tours of projects under construction (pending approval of the contractor and with review of potential liability) or other activities that highlight the pending improvements

Value added option 5: “Office hours”

Task VA5 Maintain “office hours” (similar to office hours during the Lead Consultant contract) during the course of the primary design process (the 18 week period of design for the parks and the bidding period) to allow city staff, the PRC, and parks and recreation stakeholders more direct access to the Final Design Consultant team and to address unanticipated requests and unique circumstances

- VA5-1 Identify a four-hour block of time during each week for members of the Final Design Consultant team to be present at city offices  
*It is expected that this time will provide significant access to the Final Design Team for general coordination of the project beyond scheduled meetings. “Office hours” are not intended as a replacement for other project meetings.*

Value added option 6: Enhanced three-dimensional illustrations

Task VA6 Prepare final design and construction documents for remaining parks (except, possibly Rosebrook Park and Southwest Roseville)

- VA6-1 Identify aspects of the park improvement projects that cannot be reasonable constructed within the allotted budget for each park (based on the review of projects and costs that occurs during the first weeks of the Final Design Consultant contract)
- VA6-2 Describe improvements and costs in a narrative terms for consideration by city staff, including a list of illustrations that might be prepared within the allowed design fee for this value added option
- VA6-3 Prepare initial illustrations for review by city staff
- VA6-4 Prepare final illustrations and deliver to the city in digital format

## SECTION 6 – PROJECT ASSUMPTIONS

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

<b>Assumption 1:</b>	<b>In addition to the milestones defined in our schedule, the Final Design Consultant assumes that bidding of various bid packages will occur concurrently and that that bidding period will not be longer than five weeks.</b>
Solution / Strategy:	If our assumption was incorrect, the project duration will require adjustment and an amendment to the contract may be required for the contract date. Shifting timelines for work that needs to be accomplished should not result in any adjustments to the contracted fee, as long as required tasks can be accomplished concurrent with other similar tasks.

## **SECTION 7 – PROJECT ACTION ITEM CHECKLIST**

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

Action items required of the Final Design Consultant and the Client have been incorporated directly into Section 3 – Project Schedule and Section 5 – Scope Overview.

## SECTION 8 – CONTACT LIST

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

No	Name	Company/Position	Phone	Email
1	Lonnie Brokke	City of Roseville/Parks and Recreation Director	651.792.7101	<a href="mailto:lonnie.brokke@ci.roseville.mn.us">lonnie.brokke@ci.roseville.mn.us</a>
2	Jeff Evenson	City of Roseville/Parks Superintendent	651.792.7107	<a href="mailto:jeff.evenson@ci.roseville.mn.us">jeff.evenson@ci.roseville.mn.us</a>
3	Michael Schroeder	LHB, Inc./Project Manager	612.868.2704	michael.schroeder@lhbcorp.com
4	Tim McIlwain	Hagen Christensen and McIlwain Architects/Principal	612.904.1332	tim@hcmarchitects.com
5	Ken Grieshaber	SRF Consulting Group, Inc./Principal	763.475.0010	<a href="mailto:kgrieshaber@srfconsulting.com">kgrieshaber@srfconsulting.com</a>

## **SECTION 9 – FINAL DESIGN CONSULTANT TEAM**

The Final Design Consultant Team is composed of the following firms:

### Prime consultant

LHB, Inc. (landscape architecture, architecture)

### Subconsultants

SRF Consulting Group, Inc.	(landscape architecture, civil engineering)
Hagen Christensen and McIlwain	(architecture)
Emanuelson-Podas, Inc.	(mechanical and electrical engineering)
Meyer Borgman Johnson and LHB, Inc.	(structural engineering)
Sunde Land Surveying, LLC	(topographic survey)
American Engineering Testing Inc.	(geotechnical engineering)
Main Line Consulting, Inc.	(irrigation design)

Subconsultants are directly responsible to LHB, Inc. for all aspects of their work. LHB reserves the right to expand the list of subconsultants, with approval of the city, to maintain alignment with schedules defined in this document.