

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/15/09
Item No.: 12.f

Department Approval



City Manager Approval



Item Description: Authorize Contract for Construction Engineering Services for Twin Lakes Phase I Infrastructure Improvements

BACKGROUND

The City Council awarded a contract to WSB and Associates for the Twin Lakes infrastructure improvements in 2008. Subsequently later in the year the Council authorized staff to finalize plans and prepare bid documents for Twin Lakes Phase I Infrastructure improvements. These improvements include the construction of Twin Lakes Parkway between Cleveland Avenue and Mount Ridge Road and Mount Ridge Road between Twin Lakes Parkway and County road C-2. The project includes the construction of utilities and storm water improvements meeting Rice Creek Watershed District permit requirements as well as streetscape elements including sidewalks. The project was advertised for bid in May and is proposed to be awarded on June 15th to the low bidder. Construction is expected to begin as early as the week of June 22nd. As the design services contract only included services to take the project to award of bid we need to contract for construction engineering services. This would include field inspection services, project management, construction contract administration, and field environmental inspection, testing, and reporting.

Staff considered soliciting proposals from multiple firms for this work. After discussing with other firms not currently associated with this project we chose not to do a formal request for proposals. This decision was made due to the unique design of storm water treatment facilities for this project and the project understanding that the current team has gained through the design process. Construction engineering costs are closely related to the time it takes to construct a project and the hourly rates of the assigned personnel. We have compared the hourly rates of the WSB team and have determined they are very competitive and in most recent proposals for other projects lower than their competitors. They have proposed a cost estimated at \$320,194 or approximately 10% of construction cost assuming a 24 week construction schedule. This cost is in line with what similar projects typically require for construction engineering. This schedule does meet the requirements of the city's agreement with the Metropolitan Council.

POLICY OBJECTIVE

The Twin Lakes project has long been identified as a priority for the City. The awarding of a contract for construction engineering services is critical in order to complete the majority of the Phase I improvements before the end of this year. Metro Transit is under construction for their park-and-ride parking structure along Mount Ridge Road. This facility is expected to be open by the end of the year. The city typically awards engineering contracts to the firm best qualified to deliver the desired outcome at a cost that is competitive.

33 **FINANCIAL IMPACTS**

34 The cost proposed for this project is in the range of what one would typically expect for construction
35 engineering services. WSB and Associates have agreed to city staff providing some of the field
36 inspection once the city's other projects are completed in mid to late summer. This will potentially
37 reduce the cost of this contract by \$50,000 or more. The proposal from WSB and Associates for
38 \$320,194 is assuming the city is not able to provide any field inspection.

39 This project is being funded by grant monies, TIF balances, and cost allocation from the Metro Transit
40 project. Ultimately the city will be reimbursed for the TIF balance contribution through future cost
41 allocations from redevelopment.

42 **STAFF RECOMMENDATION**

43 Authorize a contract with WSB & Associates for construction engineering services for Twin Lakes
44 Phase I Infrastructure Improvements. (See attachment A)

45 **REQUESTED COUNCIL ACTION**

46 Motion to authorize a contract with WSB & Associates for construction engineering services for Twin
47 Lakes Phase I Infrastructure Improvements in the amount of \$320,194.

Prepared by: Duane Schwartz, Public works Director
Attachments: A: WSB and Associates Proposal and Contract

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**CITY OF ROSEVILLE
CONSULTANT SERVICES AGREEMENT**

THIS IS AN AGREEMENT entered into the ____ day of _____, 2009, by and between the City of Roseville, Minnesota, hereinafter referred to as the City, and WSB and Associates., hereinafter referred to as the Consultant.

WITNESSETH:

WHEREAS, the City desires to hire the Consultant to complete Twin Lakes AUAR SubArea I Infrastructure Improvements- Construction Observation, and the Consultant desires to perform those services for the compensation and on the terms described herein.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. Scope of Services. The Consultant shall perform those Services as are described in the attached Exhibit A.
- II. Term. This Agreement shall be effective upon the approval of the City Council and execution by the Mayor and City Manager and shall continue until terminated by either party upon a seven (7) day written notice thereof.
- III. Compensation. The fees for the Consultant's services will be billed on and in accordance with the hourly rate shown in the attached Exhibit B. Consultant's compensation for the Exhibit A work is estimated at \$320,194.00. Fees shall be paid within thirty (30) days following receipt of a monthly invoice and status report detailing the services performed.
- IV. Schedule. Exhibit C contains a schedule for completion of the scope of services. It is understood that if the schedule is delayed, through no fault of the Consultant, so that it is no longer possible to complete the work in 2009, the hourly rates shown on the attached Exhibit B can be updated to the current year hourly rates, so long as those rates do not increase more than 5%.
- V. Indemnification. The Consultant shall defend, indemnify and hold harmless the City and its officials, agents, and employees from any loss, claim, liability, and expense (including reasonable attorney's fees and expenses of litigation) arising out of consultant performance of the service of this contract.
- VI. Assignment. This Agreement shall not be assigned, sublet, or transferred without the written consent of the City.
- VII. Conflict of Interest. The Consultant agrees to immediately inform, by written notice, the City Engineer of possible contractual conflicts of interest in representing the City, as well as property owners or developers on the same project. Conflicts of interest may be grounds for termination of this Agreement.

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VIII. Ownership of Work. Should the City elect to terminate this Agreement under Section II hereof, Consultant shall promptly provide all work-product to the City for which payment has been made and the City shall be entitled to utilize the work in any manner determined by the City to be in its best interests.

IX. Notices. All notices to be given hereunder shall be in writing and shall be deemed given on the earlier of receipt or three (3) business days after deposit in the United States mail, postage prepaid, addressed to:

- A. City of Roseville
Attn: City Engineer
2660 Civic Center Drive
Roseville, MN 55113

- B. WSB & Associates Inc.
Attn: Jupe Hale
701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416

IX. Attachments. All attachments referenced in the Agreement are attached to and incorporated into this Agreement, and are part hereof as though they were fully set forth in the body of this Agreement.

(signature page follows)

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THIS AGREEMENT was adopted by the City Council in and for the City of Roseville,
Minnesota, on the _____ day of _____, 2009.

CITY OF ROSEVILLE

Its Mayor

Its City Manager

THIS AGREEMENT was accepted by _____ on the _____
day of _____, 2009.

Bret A. Weiss, President

Anthony Heppelmann, Principal/ Vice President



April 16, 2009

Ms. Deb Bloom, City Engineer
City of Roseville
2660 Civic Center Drive
Roseville, Minnesota 55113

Re: Request for Proposals – Construction Inspection Services
Twin Lakes AUAR SubArea 1 Improvements – Phase 1

Dear Ms. Bloom:

Here at WSB and Associates, Inc. we pride ourselves on the work that we do and the infrastructure improvements we have a role in implementing. It is especially satisfying when we are able to be involved in the project from design to completion. Having been the City's consultant during the design process, we are pleased to have the opportunity to propose our services for the construction phase of the project. Our history with and knowledge of the project, combined with our field staff's experience, makes us fully qualified to administer the construction phase of the project.

Our project team will be led by **Jupe Hale, PE**, who will perform the construction management duties. Jupe's experience as project manager for the design phase will ensure a smooth transition to the construction phase of the project. Jupe will be assisted by Andrew Plowman, PE, who has also been involved in the design of the Twin Lakes project, and will help with questions relating to the design. As part of the team, Hoisington Koegler Group Inc. will assist in questions related to the landscaping and lighting. Paul Paige and Ana Nelson have also been involved in the final design, and their involvement is important to ensure the aesthetic desires of the City are met.

Should you have any questions regarding this proposal, please do not hesitate to contact Jupe or me directly. We look forward to your favorable review of our proposal and to your selection of WSB and Associates, Inc. as your construction administration team.

Sincerely,

WSB & Associates, Inc.

Tony Heppelmann, PE
Vice President
763.287.7199

Jupe Hale, PE
Project Manager
763.287.8311

Enclosures

ACEC 2008 Firm of the Year



Project Understanding

The first phase of the Twin Lakes AUAR SubArea 1 Improvements includes construction of the first segment of Twin Lakes Parkway from Cleveland Avenue (across from the I-35W Ramps) to a roundabout at Mount Ridge Road and Mount Ridge Road from Twin Lakes Parkway to County Road C2. This phase is the first segment of an overall project that extends from Cleveland Avenue to Fairview Avenue. As more development and funding become available, future phases will be built. It is important to consider the overall development plan in each phase.

This phase of construction is being done in conjunction with the Metro Transit Park and Ride Parking Lot and Iona Road construction. Metro Transit has agreed to pay the City of Roseville \$1.5 million for the cost of the infrastructure improvements on Twin Lakes Parkway and Mount Ridge Road, with the agreement that the project would be significantly completed by October 30, 2009. WSB & Associates, Inc. (WSB) understands the significance of timing and deadlines, as the project design team has already been involved with the final design of the project as well as in the coordination for several months.

Construction Considerations

This project has presented many challenges, and WSB and Hoisington Kogler Group, Inc. (HKgi) have collaborated on innovative design solutions. One of the key design solutions is using landscaping and underground infiltration basins to handle storm water, in addition to an underground facility designed to use re-use storm water as irrigation. These have been implemented to reduce the cost of buying Right of Way to place drainage ponds, make the project environmentally friendlier than most roadways of its type, and to make the area aesthetically pleasing.

The area, currently, is industrial in nature and has soils that are shown to be heavily contaminated. As part of that, any soil that has been disturbed and found to be contaminated must be handled accordingly dictated by the RAP/CCP report. This means that excavated material that is deemed to have contamination may need to be stockpiled and then hauled to a specified landfill or reused on site. However, the applications to reuse the material on site are few and quite stringent.

As part of this project, a roundabout is being built as traffic control for the intersection of Twin Lakes Parkway and Mount Ridge Road. Eventually, Twin Lakes Parkway will extend to the east, and a stub will be built for future development to the south. In addition to the geometry and grades of the roundabout, the landscaping in the central island is important to the visibility and safety of the roundabout as well as the aesthetic appeal of the area.



The following tasks describe the scope of work WSB anticipates for the successful delivery of the Twin Lakes AUAR SubArea 1 Improvement – Phase 1 project. Each task description includes the estimated number of hours required for the work and utilizes the attached WSB’s 2009 Fee Schedule to determine hourly rates. We have assumed a 24 week construction schedule for the basis of this estimate.

Detailed Work Tasks

Task 1 – Project/Contract Management

Our Project Manager and Project Engineer for construction will be Jupe Hale and Andrew Plowman, respectively. Jupe and Andrew will conduct the preconstruction meeting. Andrew will conduct all the weekly field meetings. Jupe will be involved in the meetings but not, necessarily, attend every meeting. Andrew’s role will be to supervise the observer and surveyors and troubleshoot any questions regarding design and constructability. Jupe and Andrew will monitor the contractor’s progress relative to the project schedule and, if appropriate, issue a notice should the contractor fall behind. Andrew will be available for questions from the owners, public, staff, contractors, and utility companies. Jupe will review and sign the monthly pay vouchers and perform all other general contract administration required. Jupe will dedicate four hours per week to the project, and Andrew will dedicate eight hours per week, ensuring both proactive contract management and ability to complete and administer all documentation for the project.

In addition, Hoisington Koegler Group (HKgi) will be providing support for questions regarding the landscaping, irrigation, and lighting. In addition, they will be providing shop drawing review of the various landscape and lighting items. They will attend weekly meetings when the project progresses to constructing items that HKgi designed. It is assumed that HKgi will be needed for half the construction schedule (12 weeks).

Estimated hours and fees for this task:

- *Jupe Hale (WSB) - 24 weeks x 4 hrs/wk x \$126/hour = \$12,096*
 - *Andrew Plowman (WSB) - 24 weeks x 8 hrs/wk x \$96/hour = \$18,432*
 - *Ana Nelson (HKgi) - 12 weeks x 4 hrs/wk x \$90/hour = \$4,320*
- Total = \$34,848*

Task 2 – Construction Observation

WSB will provide full-time construction observation on the project. The project inspector will provide the City with daily and weekly reports and track quantities for payment purposes. The observers will make sure the project is built to the project and City specifications. Any deviations or potential change orders will be brought to the attention of the City.

To have an understanding of the progress of the adjacent project and to ensure conflicts do not occur, the inspector will coordinate construction activities with the Metro Transit Park and Ride/Iona Drive Construction and attend their weekly construction meetings.

The inspector will schedule all the necessary materials testing with Braun Intertec for Geotechnical, Concrete, Bituminous, and Environmental Testing. A final walk-through inspection for punch-list items and final closeout procedures will be completed. The erosion control inspections will be performed in compliance with the SWPPP.



HKgi will also provide construction observation in the form of interim progress review of installation and material inspection of the pavers, lighting, irrigation plants and planting soils. They will provide a weekly walk through of the project and create punchlist related items. They will also provide staking review and approval, to ensure the landscape and lighting plan constructed according to the plan.

Estimated hours and fees for this task:

- *WSB Inspector: 24 weeks x 48 hrs/wk x \$86/hour = \$99,072*
 - *Ana Nelson (HKgi): 12 weeks x 10 hrs/wk x \$90/hour = \$10,800*
 - *Paul Paige (HKgi): 12 weeks x 2 hrs/wk x \$135/hour = \$3,240*
- Total = \$113,112*

Task 3 – Construction Staking

WSB will provide construction staking for the project. Components of the staking are:

- Line and grade stakes for all utility improvements
- Cut sheets for all utility improvements, including the infiltration basin and cistern.
- Line and grade stakes for all street improvements, including curb stakes, sidewalks, etc.
- Cut sheets for all street improvements
- Collect the survey data needed for the record drawings, including top nut of hydrants, top of casting, and invert elevations of all storm and sanitary sewer structures.

Estimated hours and fees for this task:

- *Staking: 24 weeks x 15 hours/week x \$140/hour (2-person crew) = \$50,400*
 - *As-Built Survey: 50 hours x \$140/hour (2-person crew) = \$7,000*
- Total = \$57,400*

Task 4 – Record Drawing Preparation

WSB will prepare the record drawings based on the as-built survey information. The record drawings will be prepared in accordance with the requirements of the City of Roseville. WSB’s field employees are trained in CADD software and are readily available at the completion of the construction season to provide timely preparation of the record drawings. Digital files can be provided if requested.

Estimated hours and fees for this task:

- *40 hours x \$86/hour = \$3,440*

Task 5 – Environmental Soils Testing

Braun Intertec will be providing environmental oversight during excavation activities. The construction site has areas of contamination. Braun Intertec will provide an on-site technician to screen the soil and make determinations about how excavated materials need to be handled according to the RAP/CCP. Braun Intertec will provide services to test the soil and groundwater. They will also prepare a final RAP/CCP Implementation Report and attend one meeting with the MPCA, one meeting with WSB and the City, and attend the preconstruction meeting.

Estimated Fees for this task:

Total = \$69,758

**See attached summary of environmental testing services.*

Task 6 – Braun Intertec Geotechnical Services

Braun Intertec will also be providing material observation and testing services for this project. They will provide concrete and bituminous testing, soil material testing, and general engineering oversight. They prepared the geotechnical report for this project, so they are very familiar with the soils in this area.

Estimated Fees for this task:

Total: \$37,316

**See attached summary of geotechnical services.*

Task 7 – Landscape Shop Drawing Review

HKgi will provide shop drawing review for the irrigation, paver mockups, wall stone, bollards, lighting, metals, planting soils and plant materials, as well as any additional items landscaping or lighting related. As well, HKgi will provide CADD details and record drawings for the details and layouts used in design.

Estimated hours and fees for this task:

- Ana Nelson: 48 hours x \$90/hour = \$4,320



Project Schedule

The schedule for the construction administration will follow the construction schedule created by WSB and the City in cooperation with Metro Transit. We assume the project will start on June 22, 2009. The anticipated duration of the project will be 24 weeks, with the possibility of some final work finishing in the Spring of 2010. However, traffic will be open by October 30, 2009, at the latest.

Fees

The estimated hours for project management and construction observation are based solely on anticipated weekly hours and the construction duration provided in the project schedule. It is important to note that actual hours for contract management and construction observation will be dictated by the actual construction schedule.

Construction staking and record drawing preparation indicate total project hours based on similar-size projects we have done in the past. All estimated hours are multiplied by the appropriate hourly rates per WSB's 2009 Fee Schedule (attached). The total estimated cost for the construction administration is \$320,194 which represents approximately 10% of the engineer's opinion of probable cost of construction.



2009 Fee Schedule

	Billing Rate/Hour
Principal	\$134.00
Associate	\$126.00
Sr. Project Manager/Sr. Project Engineer	\$121.00
Project Manager II/Project Engineer III	\$112.00
Project Manager/Project Engineer II/Engineering Specialist III	\$105.00
Project Engineer/Registered Land Surveyor/Engineering Specialist II	\$96.00
Graduate Engineer II/Engineering Specialist I/Sr. Construction Observer	\$86.00
Graduate Engineer/Engineering Technician V/Construction Observer	\$76.00
Engineering Technician IV/Scientist III	\$68.00
Engineering Technician III/Scientist II	\$62.00
Engineering Technician II/Scientist I	\$56.00
Engineering Technician I	\$49.00
Office Technician II	\$62.00
Office Technician I	\$33.00
Survey (Two-Person Crew/GPS Crew)	\$140.00
Survey (Three-Person Crew/Expanded GPS Crew)	\$167.00

Costs associated with word processing, vehicle mileage, cell phones, reproduction of common correspondence and mailing are included in the above hourly rates.

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

Rate Schedule is adjusted annually.

Mr. Jupe Hale
WSB & Associates, Inc.
701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416

Service Description: RAP/CCP Implementation

Work Location: Mount Ridge Road & Twin Lakes Pkwy
Roseville, MN

Estimator: Jason Kunze

Description:	Quantity:	Units:	Unit Price:	Extension:
Soil Screening/Field Analysis (estimated daily field oversight costs during excavation activities)				
Technician IV	10.00	Hours	90.00	900.00
CADD/Graphics Operator	0.50	Hour	86.00	43.00
Vehicle, per day	1.00	Days	37.00	37.00
Vehicle, per mile	60.00	Miles	0.75	45.00
PID w/10.6 eV lamp, per day	1.00	Days	90.00	90.00
Trimble R8 Rover (horizontal and vertical), per hour	1.00	Hour	52.00	52.00
		Phase Total:		\$1,167.00
Soil Chemistry (pricing per sample, with quantity/parameters dictated by field conditions and the MPCA)				
RCRA metals: As,Ba,Cd,Cr,Hg,Pb,Se,Ag, soil	1.00	Test	128.00	128.00
Gasoline Range Organics (GRO) - soil	1.00	Test	41.00	41.00
Diesel Range Organics (DRO) - Soil	1.00	Test	50.00	50.00
VOC, MDH 466 List - Soil	1.00	Test	135.00	135.00
Polyaromatic Hydrocarbons (PAHs) ppm - Soil	1.00	Test	190.00	190.00
		Phase Total:		\$544.00
Groundwater Chemistry (same assumptions as Soil Chemistry listed above)				
RCRA metals: As,Ba,Cd,Cr,Hg,Pb,Se,Ag, water	1.00	Test	128.00	128.00
Gas Range Organics (GRO), water	1.00	Test	41.00	41.00
Diesel Range Organics (DRO) - Water	1.00	Test	50.00	50.00
VOC, MDH 465 List - Water	1.00	Test	135.00	135.00
Polyaromatic Hydrocarbons (PAHs) - Water	1.00	Test	190.00	190.00
		Phase Total:		\$544.00
Project Reporting (preparation of the RAP/CCP Implementation Report)				
Scientist-in-Training	40.00	Hours	93.00	3,720.00
Senior Scientist	30.00	Hours	149.00	4,470.00
Principal Scientist	8.00	Hours	167.00	1,336.00
CADD/Graphics Operator	6.00	Hour	86.00	516.00
		Phase Total:		\$10,042.00
Project Meetings (1 w/ MPCA, 1 w/ WSB & City, and 1 pre-con meeting)				
Scientist-in-Training	12.00	Hours	93.00	1,116.00
Senior Scientist	3.00 Meetings 4.00 Hours per Meeting	12.00	Hours	1,788.00
Principal Scientist	3.00 Meetings 4.00 Hours per Meeting	4.00	Hours	668.00
Vehicle, per mile	1.00 Meeting at 4.00 Hours per Meeting	350.00	Miles	262.50
		Phase Total:		\$3,834.50

Project Management (Daily Estimate) during Implement of RAP/CCP

Scientist-in-Training	2.00 Hours	93.00	186.00
Senior Scientist	0.50 Hours	149.00	74.50
	Phase Total:		\$260.50

SUMMARY

Soil Screening/Field Analysis (assumes 30 days at \$1,167 per day)	35,010
Soil Chemistry (assumes 20 samples @ \$544 per sample)	10,880
Groundwater Chemistry (assumes 4 samples at \$544 per sample)	2,176
Project Reporting	10,042
Project Meetings	3,835
Project Management (assumes 30 days at \$260.50 per day)	7,815
Total:	\$69,758

April 21, 2009

Proposal BL-08-02387D

Jupe Hale, PE
WSB & Associates, Inc.
701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416

Re: Infrastructure Improvements – Phase I
Twin Lakes Redevelopment
Northeast Quadrant of Cleveland Avenue and County Road C
Roseville, Minnesota

Dear Mr. Hale:

Braun Intertec is pleased to submit this proposal to provide quality control observation and testing services during Phase I of the Infrastructure Improvements for the Twin Lakes Project in Roseville, Minnesota.

Based on our conversations, it is our understanding this project is designated as a State-aid road, but this project will not be receiving any State-aid or Federal-aid.

Our Understanding of Project

We understand Phase I of the Infrastructure Improvements for the Twin Lakes Redevelopment project will include the construction of Twin Lakes Parkway from Cleveland Avenue to the first roundabout intersection and Mount Ridge Road, from north of the roundabout with Twin Lakes Parkway to County Road C2. Roadway construction is anticipated to include construction of curb and gutters, sidewalks and boulevard improvements.

Along with construction of the proposed road alignments, we understand Phase I will also include the installation of new below-grade storm sewer, sanitary sewer and watermain utilities along the proposed road alignments. Typical watermain and storm sewer utility depths are anticipated for the project. However, we understand portions of the new sanitary sewer alignments will be in excess of 20 feet below grade.

Available Project Information

This proposal is based on our review of the documents described below. We will submit a revised scope of services and cost if the project changes.

- Construction Plan and Profile Sheets 26 to 31, 40 to 42, and 49 to 52, prepared by WSB and dated March 20, 2009.
- Geotechnical report prepared by Braun Intertec, under project number BL-08-02387 and dated April 2, 2009.
- Discussions with you.

Scope of Services

We will provide technicians or engineers – working under the direction of a Professional Engineer – to perform our observation and testing services. Observation and testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or the project contractors. We have reviewed the available project information and propose to:

- Observe and evaluate the suitability of geologic materials exposed in the bottoms of road and utility excavations or surfaces for fill and/or structure/road support.
- Observe and evaluate the suitability of prospective fill materials.
- Measure the in-place dry density, moisture content and relative compaction of fill placed for pavement and/or utility support, and of utility backfill for compliance with the project documents – this task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Observe proof-rolls of pavement subgrades to evaluate subgrade strength and the ability of the subgrades to support pavement materials.
- Sample and test aggregate base and bituminous pavement materials for compliance with the project documents – this task includes laboratory gradation and Proctor testing of aggregate base material and Rice specific gravity, Marshall density, asphalt content and extracted aggregate gradation tests of the bituminous.
- Measure the temperature of the bituminous pavement at initial laydown and during rolling for compliance with the project documents, and to help the contractor develop a roll pattern for effective compaction.
- Measure the in-place density of the fresh bituminous with a nuclear density gauge to help the contractor develop a roll pattern for effective compaction.
- Measure the thickness and density of the compacted bituminous pavement by the core method for compliance with the project documents – this task includes coring equipment rental.
- Sample and test fresh concrete associated with curb-and-gutter and sidewalks for compliance with the project documents, and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents.

- Provide project management for the quality control observation and testing services described above – this task includes scheduling field personnel, reviewing observation and test reports, and communicating with you, the project contractor(s), other project team members and the building official, as needed.

Scheduling Assumptions

Based on our understanding of the project and the available project information, we assume the work for this phase of the project will proceed according to the following schedules:

- General road grading and excavation, and the placement and compaction of excavation backfill and required additional fill for pavement areas, will be substantially complete in two weeks. A technician is anticipated to be onsite half-time during this time for compaction testing.
- Utility installations will be substantially complete in six weeks. A technician is anticipated to be onsite half-time for compaction testing.
- Periodic excavation observations of road, structure and pipe subgrades are anticipated during road and utility installation. We have anticipated 20 hours onsite for an engineering assistant or geotechnical engineer to evaluate the suitability of subgrades.
- Placement and compaction of bituminous pavement will be substantially complete in six days.
- Concrete pavement/sidewalks will be completed in twelve placements and curb-and-gutter will also require twelve placements.

If the pace of construction is different than described above, this proposal should be revised.

Cost

We will furnish the services described herein for an estimated fee of about \$ 37,316. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached.

Our work will extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Additional Services and Overtime

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities and associated fees may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. Prior to exceeding our estimated fees, we will update you regarding the progress of our work. Fees associated with additional services will be summarized in a Change Order and submitted to you for review and authorization.

This proposal was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 am to 4:00 pm, Monday through Friday. Services that we are asked to provide to meet the project requirements or a contractor's construction schedule outside our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. It is provided in duplicate so the original can be retained for your records and the ***copy can be signed and returned to us. Please return the signed copy in its entirety.***

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

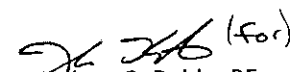
To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Josh Van Abel at 952.995.2310 or Matt Ruble at 952.995.2224.

Sincerely,

BRAUN INTERTEC CORPORATION



Josh J. Van Abel, PE
Project Engineer


(for)
Mathew P. Ruble, PE
Principal Engineer

Attachments:
Table 1. Estimated Costs
General Conditions – CMT (6/15/06)

c: Andy Plowman, WSB and Associates, Inc.

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Proposal Twin Lake Redevelopment

Braun Intertec Corporation

Client: WSB & Associates, Inc.

Project: Twin Lakes Infrastructure - Phase I, Roseville, MN

<i>Braun Intertec Proposal #:</i>	<i>Braun Intertec Proposal No.: BL-08-02387D</i>	<i>Prepared: 4/21/2009</i>
Service Description:		Phase Total
Soil Observations & Testing		17,420.00
Concrete Observations & Testing		7,755.00
Pavement Observations & Testing		6,131.00
Engineering & Project Management		6,010.00
	Estimated Project Total:	37,316.00

Braun Intertec Corporation

Client: WSB & Associates, Inc.

Project: Twin Lakes Infrastructure - Phase I, Roseville, MN

Braun Intertec Proposal No.: BL-08-02387D					Prepared: 4/21/2009			
Service Description:					Qty:	Units:	Unit Price:	Extension:
Soil Observations & Testing								
Excavation Observations					20.00	Hours	76.00	1,520.00
<i>Utilities</i>	5.00	<i>Trips at</i>	4.00	<i>Hours</i>				
Compaction Testing					160.00	Hours	60.00	9,600.00
<i>Embankments</i>	10.00	<i>Trips at</i>	4.00	<i>Hours</i>				
<i>Utilities</i>	30.00	<i>Trips at</i>	4.00	<i>Hours</i>				
Proofroll Observations					20.00	Hours	80.00	1,600.00
<i>Utilities</i>	5.00	<i>Trips at</i>	4.00	<i>Hours</i>				
Sieve analysis through No. 200 Sieve (ASTM C 136, D 1140 or C 117)					8.00	Tests	90.00	720.00
Nuclear moisture-density meter charge, per hour					160.00	Hours	8.00	1,280.00
Proctor Test (ASTM D 698 or ASTM D 1557)					10.00	Tests	120.00	1,200.00
Trip charge					50.00	Trips	30.00	1,500.00
Phase Total:							\$ 17,420.00	
Concrete Observations & Testing								
Concrete Testing					60.00	Hours	60.00	3,600.00
<i>Sidewalks</i>	12.00	<i>Trips at</i>	2.50	<i>Hours</i>				
<i>Curb & Gutter</i>	12.00	<i>Trips at</i>	2.50	<i>Hours</i>				
Concrete Cylinder Pick up					15.00	Hours	55.00	825.00
<i>Utilities</i>	15.00	<i>Trips at</i>	1.00	<i>Hour</i>				
Compressive strength of 4 x 8" concrete cylinders (ASTM C 39), per unit					120.00	Tests	18.00	2,160.00
<i>Sidewalks</i>	12.00	<i>Sets of</i>	5.00					
<i>Curb & Gutter</i>	12.00	<i>Sets of</i>	5.00					
Trip charge					39.00	Trips	30.00	1,170.00
Phase Total:							\$ 7,755.00	
Pavement Observations & Testing								
Bituminous Observations & Testing					18.00	Hours	76.00	1,368.00
<i>Utilities</i>	6.00	<i>Trips at</i>	3.00	<i>Hours</i>				
Bituminous Coring					12.00	Hours	130.00	1,560.00
<i>Utilities</i>	4.00	<i>Trips at</i>	3.00	<i>Hours</i>				
Rice specific gravity (ASTM D 2041)					6.00	Tests	60.00	360.00
Asphalt Content (ASTM D 2172/6307)					6.00	Tests	110.00	660.00
Extracted aggregate gradation (ASTM D 5444)					6.00	Tests	78.00	468.00
Marshall density testing, triple specimen (AASHTO T245)					6.00	Tests	90.00	540.00
Thickness and density of pavement core (ASTM D 2726)					25.00	Tests	35.00	875.00
Trip charge					10.00	Trips	30.00	300.00
Phase Total:							\$ 6,131.00	

Table 1: Estimated Costs

<i>Braum Intertec Proposal No.: BL-08-02387D</i>		<i>Prepared: 4/21/2009</i>		
Service Description:	Qty:	Units:	Unit Price:	Extension:
Engineering & Project Management				
Project Engineer	33.00	Hours	120.00	3,960.00
Senior Project Manager	6.00	Hours	140.00	840.00
Project Assistant	22.00	Hours	55.00	1,210.00
Phase Total:				\$ 6,010.00

Estimated Project Total: \$ 37,316.00

General Conditions

Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization.

Section 1: Our Responsibilities

1.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

1.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

1.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

1.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

1.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our

employees are authorized by you to refuse to work under conditions that may be unsafe.

1.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 2: Your Responsibilities

2.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

2.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

2.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

2.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. You agree to provide us with information in your possession or control relating to contamination at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

2.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 3: Reports and Records

3.1 We will furnish reports to you in duplicate. We will retain analytical data for seven years and financial data for three years.

3.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

3.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern.

3.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control. You agree not to use or rely upon our work for any purpose whatsoever until it is paid for in full.

3.5 Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 4: Compensation

4.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

4.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

4.5 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

4.6 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

4.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 5: Disputes, Damage, and Risk Allocation

5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

5.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

5.5 If you do not pay us within 60 days of invoice date, or if you make a claim against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of collection or litigation.

5.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not make a claim against individual employees.

Section 6: General Indemnification

6.1 We will indemnify and hold you harmless from and against demands, damages, and expenses to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

6.2 To the extent it may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

6.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 7: Miscellaneous Provisions

7.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

7.2 This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing, making specific reference to the provision modified.

7.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

7.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

Revised 6-15-06