Steele County
Agenda Item

Subject: Approve Cooperative Agreement with City of Owatonna and ISD 761 for Construction of a Roundabout at Bixby Rd. (CSAH 48) & SE 18th St. and Approve Contract with WSB for Design of the Roundabout

Department: Highway

Committee Meeting Date: February 11, 2021

Board Meeting Date: February 23, 2021

Consent Agenda: ☐ Yes ☒ No **Resolution:** ☐ Yes ☒ No

Policy Committee Recommendation:

Move to Board for Discussion

Recommendation:

Approve entering into a Cooperative Agreement with the City of Owatonna and ISD 761 (Owatonna Public Schools) for the construction of a roundabout at Bixby Rd. (CSAH 48) and SE 18th St., authorize the Chair and Administrator to execute the Agreement, and approve a contract with WSB for design of the roundabout in the amount of $161,194.

Background *(Including Budget Impact)*:

Owatonna Public Schools has acquired a site for their new High School adjacent to the southwest quadrant of the intersection of Bixby Rd. (CSAH 48) and SE 18th St.

As part of the City's development process, the District had to do an Environmental Assessment Worksheet which includes a Traffic Impact Study for the proposed school. The Traffic Impact Study identified the operations at the intersection of Bixby Rd. and SE 18th St. will breakdown during a short period of the morning peak. Traffic control alternatives for the intersection were evaluated and it was determined the safest, most efficient solution is a roundabout.

Negotiations amongst the three parties settled on a three-way cost split with each party paying one-third of the total costs.

The attached Cooperative Agreement lays out each parties' responsibilities with respect to the project. The City of Owatonna approved the Agreement at their February 16th meeting. The School District is scheduled to consider it at their February 22nd meeting.

WSB was hired by the School District to perform a Feasibility Study for a roundabout at this location. Given their history with the project, and our experience with their provision of professional services, the City Engineer concurred in direct selecting WSB to provide design services for this roundabout.

Attachments:
Cooperative Agreement
WSB Letter Proposal

COOPERATIVE AGREEMENT
BETWEEN
STEELE COUNTY AND THE CITY OF OWATONNA AND ISD 761
FOR
CSAH 48 (Bixby Road) and 18th Street SE Intersection Improvements

THIS AGREEMENT, made and entered into by, and between, and among the City of Owatonna, a municipal corporation, organized under the laws of the State of Minnesota (City), hereinafter referred to as "City", and the County of Steele, Minnesota, a political subdivision under the laws of the State of Minnesota (County), hereinafter referred to as "County", and Independent School District No. 761, a Municipal School District organized under the laws of the State of Minnesota (ISD 761), collectively referred to herein as "party" or "parties":

WITNESSETH:

WHEREAS, as part of the development of a new high school along 18th Street SE, the district hired SRF Consulting Group to complete a preliminary traffic study as part of the Environmental Assessment Worksheet, and

WHEREAS, the intersection of CSAH 48 and 18th Street SE was found to be inadequate to meet the future traffic demands and recommended a roundabout be constructed at this location, and

WHEREAS, the District contracted WSB to complete the development of a feasibility study to further analyze the intersection and develop concept plans with preliminary cost estimates for the roundabout construction, and

WHEREAS, the City, County and District recognize the public nature of the project, and

WHEREAS, project development and preparation of plans and specifications for the project is estimated to cost $140,000.00, and

WHEREAS, preliminary construction cost estimates and contingency for the project are $1,575,000.00, and

WHEREAS, preliminary right of way and railroad costs for the project are $129,000.00, and

WHEREAS, total preliminary project costs are $1,844,000.00, and

WHEREAS, construction observation costs have not yet been determined but are expected to be 8% of construction costs, and

WHEREAS, it is the desire of all three parties to enter into a written agreement regarding the intersection improvements at CSAH 48 (Bixby Road) and 18th Street SE.

NOW THEREFORE, pursuant to Minnesota Statutes 471.59 and in consideration of the mutual covenants and promises hereinafter contained, it is agreed by and between the City and the County and the District as follows:

A. That this agreement shall apply only to the intersection improvements at CSAH 48 (Bixby Road) and 18th Street SE.

B. Prosecution of work will be performed on the following basis. The County will:

1) Prepare plans and specifications with an estimate of cost for the intersection improvement project.

2) Act as the contracting agency for the project in accordance with the competitive bidding requirements of Minnesota Statutes 471.345 and 375.21.

3) Provide the necessary surveying and construction inspection engineering services for the project or contract with a consultant to provide such services.

4) Obtain all permits and approvals required from other governmental agencies.

5) Supervise the construction of all aspects of the project. Said supervision shall include keeping adequate records to document the quality of work and the substantiation of all pay quantities.

6) Maintain the project open to inspection by the City or their duly authorized representatives.

7) Address public concerns with the project.

8) Be responsible for and liable for costs it incurs in performing its obligations under this Agreement.

C. The City will:

1) Assist the County in addressing concerns of the public relating to the County intersection improvement project.

2) The City shall be responsible for and liable for all costs it incurs in performing its obligations under this Agreement.

D. The County agrees to do all things necessary for the work of said project except as set forth in this agreement. Said project is to be performed, consistent with current City and County State Aid Highway Standards.

E. The method of financing the project shall be the prerogative of Steele County and the City of Owatonna and ISD 761. Funding of the project is subject to the following provisions:

1) PROJECT DEVELOPMENT COSTS SHALL BE APPORTIONED AS FOLLOWS:

   Steele County 1/3, City of Owatonna 1/3 and ISD 761 1/3

2) PROJECT CONSTRUCTION AND RIGHT OF WAY COSTS SHALL BE APPORTIONED AS FOLLOWS:

   Steele County 1/3, City of Owatonna 1/3 and ISD 761 1/3

3) CONSTRUCTION OBSERVATION AND INSPECTION COSTS SHALL BE APPORTIONED AS FOLLOWS:

   Steele County 1/3, City of Owatonna 1/3 and ISD 761 1/3

4) REIMBURSEMENTS SHALL BE APPORTIONED AS FOLLOWS:

   Upon completion and final acceptance of the project, and receipt of a detailed listing of the final actual project costs, the City of Owatonna and ISD 761 will reimburse Steele County.

F. To the fullest extent permitted by law, City shall defend, indemnify, and hold harmless County and ISD 761, their officers, employees, and agents from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professions, and all court or arbitration or other dispute resolutions costs) caused solely by the negligent acts or omissions of City or its officers, employees, or agents in the performance of this Agreement.

To the fullest extent permitted by law, County shall defend, indemnify, and hold harmless City and ISD 761, their officers, employees, and agents from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professions, and all court or arbitration or other dispute resolutions costs) caused solely by the negligent acts or omissions of County or its employees or agents in the performance of this Agreement.

To the fullest extent permitted by law, ISD 761 shall defend, indemnify, and hold harmless City and County, their officers, employees, and agents from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, ad other professions, and all court or arbitration or other dispute resolutions costs) caused solely by the negligent ats or omissions of ISD 761 or its employees, or agents in the performance of this Agreement.

To the fullest extent permitted by law, each party's total liability to the other parties or any non-parties caused by the negligence of a party and in part by another party or parties or any other negligent non-party, shall not exceed the percentage share of a party's negligence bears to the total negligence of all parties or other non-party.

It is hereby understood and agreed that for the purpose of the Parties' performance hereunder, neither Party's employees shall be deemed employees of the other Party for any purpose and any and all claims made by third parties as a consequence of any act or omission on the part of a Party's employee(s) while engaged in the performance of any of the provisions of services hereunder shall in no way be the obligation or responsibility of the other Party.

G. Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

H. Pursuant to Minnesota Statute 16C.05, Subd. 5, each party agrees that the other parties and the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of such party and involve transactions relating to this Agreement.

Each party agrees to maintain these records for a period of six years from the date of termination of this Agreement.

J. During the performance of this Agreement, each party agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment right in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

K. Each party to this agreement reserves the right to withdraw from and cancel this agreement within 30 days from the opening of bids for the project in the event either or both parties consider any or all bids unsatisfactory; the withdrawal from or cancellation of the agreement to be accomplished by either or both parties within 30 days of opening of bids by serving a written notice thereof upon the other, unless this right is waived by both parties in writing.

L. Each party agrees that any modification of this agreement will be in writing and will be signed by the parties hereto.

IN TESTIMONY WHEREOF, The parties hereto have caused these presents to be executed.

City of Owatonna, Minnesota

_____
Mayor, City of Owatonna

Date: _____

Steele County, Minnesota

_____
James Brady, Steele County Board Chair

Date: _____

Attest:

_____
Kris Busse, City Administrator

Date: _____

_____
Scott Golberg, County Administrator

Date: _____

Independent School District Number 761

_____
Jeff Elstad, School Super Intendent

Date: _____

_____
Eric Schuster, School Board Clerk

Date: _____

February 3, 2021

Mr. Paul Sponholz, PE
Assistant County Engineer
Steele County
3000 Hoffman Drive NW
Owatonna, MN 55060

Re: Scope of Design and Engineering Services for CSAH 48 and 18th Street SE Roundabout

Dear Mr. Sponholz:

WSB is pleased to submit this scope of services for the development and delivery of final plans and for the CSAH 48 at 18th Street SE Roundabout in Owatonna, MN.

We feel we are a good fit to provide services for this project as we have performed the traffic analysis and preliminary design for the project.

Below is a summary of our proposed scope. Please feel free to review and provide feedback to us at your earliest convenience.

CONSULTANT SERVICES

Project Management
Project Management is an essential task to ensure the project remains on schedule and on budget. Andrew Plowman will serve as the project manager on the project, and it will be his duty to perform a majority of the tasks to make this project successful.

Andrew will provide monthly progress reports with the monthly invoices. The progress reports will include cost and schedule updates, as well as forecasting the budget as it relates to the schedule. Any additional work and/or schedule revisions will be shared with the County to ensure all parties are on the same page.

A variety of meetings and coordination will occur throughout the project, which will include the County and the City and the developer for the school. Andrew and the rest of the WSB team will be responsible for setting up the meetings and locations, creating the agendas and distributing meeting minutes.

The project includes a Canadian Pacific (CP) railroad crossing and the likely need to relocate the crossing. We anticipate the CP coordination will include; meetings, email correspondence, providing traffic operations, and providing figures.

WSB will lead two open houses. This will include providing materials including boards, videos and other items to explain the project and gather feedback. WSB will be responsible for reserving a space for the open house and setting up the open house. They will provide a summary of comments.

Traffic
The ICE will be prepared using the traffic data and analysis completed with the feasibility report.

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

A draft and final report documenting the data collection, study methodology, warrant and justification for the appropriate intersection control, conclusions and recommendations will be prepared. The report will follow the ICE format and requirements established by the Minnesota Department of Transportation.

Design
WSB will complete the topographic survey of the area, which will include surveying all necessary above ground features. WSB will also call in a field locate for markings to be placed by the utility companies. The locations will also be surveyed by WSB. WSB will prepare a detailed topographic base drawing and digital terrain model (DTM) of the area.

WSB will complete parcel sketches and legal descriptions for the parcels that right of way is needed. It is assumed others will be completing the right of way acquisition.

WSB will complete the wetland delineation and the corresponding report for the project. The locations will be surveyed and included in the design.

WSB will provide the utility coordination for the project. In addition to the Gopher State One Call, WSB will lead 2 utility design meetings with the utility companies and send milestone plan sets to the utility contacts.

WSB's geotechnical group will complete up to 5 soil borings and approximately 7-ft depth. WSB will prepare a proposed boring layout that shows the anticipated borings and share that with the County prior to drilling. WSB will obtain all applicable permits and traffic control plans to complete the borings. WSB will produce a geotechnical report that includes the r-value and recommended pavement and subgrade treatments.

WSB will refine the roundabout concepts developed to this point and provide up to three alternatives for discussion. The concepts will include the performance checks such as; fast path, truck turning and sight distance.

WSB will provide initial hydraulic analysis of the area, which will include reviewing the existing storm sewer system and culverts, determining the need for ponding and general conveyance of storm water. In addition, the area is in a known flood area. WSB will analyze the existing culverts and design the system with the intent of no net rise.

WSB will complete lighting photometrics for the roundabout based on the preferred lighting unit of the County.

WSB will develop the following plan sets for review; 60/90/95 and 100 percent plan sets. Each plan set will adhere to state aid standards and be accompanied by an Engineer's Estimate. The project will include the roundabout and approach legs. Corresponding special provisions will be created along with a project manual for bidding purposes.

WSB will provide storm sewer and pond design for the project. They will ensure the design adheres to state aid standards and watershed requirements as necessary. WSB will be responsible for applying for applicable watershed and NPDES permits.

Items Not Included

- Landscaping Design
- Watermain and/or sanitary sewer extensions
- Right of way acquisition services
- Construction administration

PROPOSED FEE

We understand this project cost is based on cost plus fixed fee. We propose to complete this project for the below proposed fee below:

Total Project Fee: $161,194

I have attached a summary of our fees based upon the above scope of work. WSB will invoice Steele County for the actual hours worked at each employee classification with the current WSB hourly rate up to the Total Project Fee. No work in excess of the Total Project Fee will be completed without prior written approval from Steele County.

This letter represents our understanding of the project scope. If you are in agreement, please sign on the space provided and return one original signed copy to us for our records. We will start immediately upon receipt of the signed agreement.

Sincerely,

WSB

Andrew Plowman, P.E.
Project Manager, Director of Transportation – Design (MN/ND)

ACCEPTED:

Steele County

By: _____ **_____**
Date:

	Task Description	Estimated Hours																	Task Cost
		Project Manager	Design Lead/Utility Coordinator	Graduate Engineer	CAD Technician	Hydraulic Design Lead	Hydraulic Design Support	Traffic Lead	Traffic Support/Lighting Design	Environmental Scientist	Survey Technician	Public Engagement Coordinator	Survey Technician	2-Person Survey Crew	Geotechnical Engineer	2-Person Geotechnical Crew	Clerical	Total	
1	**Project Management**																	**212**	**$36,500**
	Monthly Progress Reports/Invoicing	8															4	12	$1,912
	Project/Agency Meetings	36	8															44	$7,968
	Railroad Coordination	24	4					8	4									40	$7,320
	Open House Meetings (Assume 2)	16	8	8	4							48						84	$13,156
	General Coordination	32																32	$6,144
2	**Traffic**																	**18**	**$2,824**
	ICE Report	2						4	8								4	18	$2,824
3	**Design**																	**906**	**$121,870**
	Topographic Survey and Base Mapping				4						8			16				28	$4,732
	Parcel Sketches and Legal Descriptions												64					64	$8,640
	Wetland Delineation and Report									12				4			4	20	$3,032
	Utility Coordination	4	40	4	4													52	$6,976
	Soil Borings		4		4										4	12		24	$4,196
	Geotechnical Report														20		4	24	$3,576
	Concept Development	8	4	24	8													44	$5,600
	Hydraulic Analysis					40	72											112	$14,920
	Lighting Design								16									16	$2,592
	Roadway Design	12	16	8	16													52	$7,288
	Plan Production	24	68	124	116	8	46	4	12									402	$50,666
	Permitting				4					12							4	20	$2,756
	Special Provisions	8	4					4	4								8	28	$4,232
	Cost Estimates	4	8	8														20	$2,664
SUBTOTAL		178	164	176	160	48	118	20	44	24	8	48	64	20	24	12	28	**1136**	**$161,194**
Labor Rates		$ 192	$ 132	$ 105	$ 127	$ 166	$ 115	$ 192	$ 162	$ 156	$ 136	$ 160	$ 135	$ 196	$ 160	$ 210	$ 94		
Labor Subtotal		**$ 34,176**	**$ 21,648**	**$ 18,480**	**$ 20,320**	**$ 7,968**	**$ 13,570**	**$ 3,840**	**$ 7,128**	**$ 3,744**	**$ 1,088**	**$ 7,680**	**$ 8,640**	**$ 3,920**	**$ 3,840**	**$ 2,520**	**$ 2,632**		
TOTAL ESTIMATED COST OF SERVICES																			**$161,194**