

City of Ramsey
Agenda
City Council Work Session
Tuesday October 23, 2012
Immediately Following Special City Council
Lake Itasca Room, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Topics for Discussion**
 1. Sunwood Drive Project - Review Funding Package, Expenditures to Date and Construction Challenges
 2. Sunwood Drive Project - Consider Change Order #4
 3. Consider Change Order #5 - Sunwood Drive
- 3. Future Topics for Discussion - *See Attached Calendar***
 1. Review Future Work Session Topics/Calendar
- 4. Mayor/Council/Staff Input**
- 5. Adjournment**

CC Work Session**2. 1.****Meeting Date:** 10/23/2012**By:** Shane Nelson, Engineering/Public Works

Title:

Sunwood Drive Project - Review Funding Package, Expenditures to Date and Construction Challenges

Background:

On June 26, 2012 the City Council awarded the construction contract for City Project 12-20. The City has also entered into contracts with service providers, landowner's for acquisition of land, and has incurred other costs related to the project.

Notification:

N/A

Observations:

In researching this case, I have found that several funding scenarios have been presented to the City Council. The funding package that was most recently received was distributed separately at the June 26, 2012 City Council meeting. Per the June 26, 2012 spreadsheet, the total project budget was \$5,627,000. In previous versions, such as in the June 26, 2012 City Council case, the budget was \$6,217,000. The total expenditures to date provided by the finance department are \$2,723,943, which includes Pay Estimate #3 to North Pine Aggregate in the amount of \$471,261.07 as well as other service invoices.

The attached worksheet labeled "Projected Costs" lists the costs that are under contract to date, as well as possible additional costs that are known but may still be subject to approval by the City Council. As shown in the attached worksheet, the projected total project cost at this time is approximately \$5,774,000. The projected total project costs includes a few items that have not been approved by the City Council, as follows:

Relocate Conexus Cabinet - The approximate cost for relocating the Conexus cabinet is \$19,000. Conexus has offered to pay 1/3 of the costs contingent upon the City paying 1/3 of the costs and the Consultants splitting 1/3 of the costs. WSB has agreed to pay \$3,166, or half of the 1/3, contingent upon Landform paying the same amount. Landform has agreed to provide the services for creating the new easement that is required for the relocation of the cabinet, but has not committed to a financial contribution at this time.

Change Order #4 is presented separately as its own case and is in the amount of \$22,645.79.

Landform Project Engineering - Additional Services. Landform has submitted a work order for additional Project Engineering services in the amount of \$15,000. Pursuant to the City's request, Landform has provided detail of their Contract Administration efforts to date (attached).

Zayo Relocation Charges - Zayo has been notified that they will be required to move their facility that was in the old right-of-way of the old Sunwood Alignment. Zayo Group LLC responded by indicating that they have an agreement that requires the City to pay them to move. We reviewed the Conduit Use Agreement between the City of Ramsey and Zayo Group LLC on October 17, 2012, which states that the City is responsible for paying 2/3 of the costs for non-routine maintenance. We have not received an estimate for moving this facility at this time, and cannot say with any level of accuracy what the City responsibility may be.

Overall, after the City acquires the two additional parcels and assuming that the additional costs/change orders are approved, it is likely that the overall project would exceed the June 26, 2012 project budget of \$5,627,000. However, it is not likely that the overall project cost will exceed the earlier project budget of

\$6,217,000. In my review of various meeting minutes, it does not appear that the City Council has formally acted on either versions of the budget / funding packages.

It is my understanding that the amount of the Equipment Revolving Fund has been variable, and the remaining funding sources have been set. Therefore, any change or increase in cost of the project would be absorbed by the Equipment Revolving Fund.

Throughout the project, there have been a number of construction challenges that have been encountered. Many of those challenges have resulted in change order items, and commensurate with the Change Order proposal staff has provided a description of each item. Staff will assemble the supporting documents and descriptions for previously approved change order items, as well as other construction challenges that did not require a change order but may have resulted in additional staff time, in greater detail at the October 23, 2012 workshop.

Funding Source:

N/A

Council Action:

No Action is Necessary - this case is for informational purposes only.

Attachments

Financing Scenario 6-26-12

6-26-12 Case

Projected Costs

Conduit Use Agreement

Landform CA

Form Review

Inbox	Reviewed By	Date
Diana Lund	Jo Thieling	10/18/2012 04:42 PM
Hakanson Anderson Engineering (Originator)	Shane Nelson	10/18/2012 05:17 PM
Kurt Ulrich	Kurt Ulrich	10/18/2012 05:28 PM
Form Started By: Shane Nelson		Started On: 10/18/2012 09:27 AM
Final Approval Date: 10/18/2012		

EXPENDITURES	
Land Acquisition *	\$ 2,700,000.00
Construction	\$ 2,345,000.00
Streetlighting	\$ 112,000.00
Engineering/Construction Admin./Testing	\$ 470,000.00
TOTAL	\$ 5,627,000.00

FUNDING SOURCES	
Anoka County	\$ 1,700,000.00
Equipment Revolving Fund **	\$ 981,696.44
LRIP Grant	\$ 500,000.00
TIF #2	\$ 500,000.00
Stormwater Utility Fund	\$ 364,882.18
Water Utility Fund	\$ 347,539.96
Sanitary Sewer Utility Fund	\$ 20,881.42
EDA (Nordvik acquisition)	\$ 600,000.00
Excess Rail Funds	\$ 500,000.00
Streetlight Utility Fund	\$ 112,000.00
TOTAL	\$ 5,627,000.00

* Land Acquisition is estimated (one deal remaining to negotiate)

** Equipment Revolving Fund contribution has been reduced by approx. \$75,000

Meeting Date: 06/26/2012**By:** Tim Himmer, Engineering/Public Works

Information**Title:**

Consider Award of Contract for City Improvement Project 12-20; Sunwood Drive Realignment

Background:

The Armstrong Boulevard/Highway 10 interchange project is considered one of the highest transportation priorities in the City. In an effort to reduce the overall costs the Council has been discussing ways to preconstruct portions of this project, such that it can be accomplished in phases. One phase of this interchange project is the realignment of Sunwood Drive, which is being considered to improve traffic flow through the area in the short term, create a consolidated signalized access to the COR along its western boundary, provide for a portion of the City's cost participation in the interchange project, and create additional development options for the COR property. The Sunwood realignment will construct the first intersection north of Highway 10 on Armstrong Boulevard, at a location that addresses the major concerns expressed by MnDOT and Anoka County.

The project includes the realignment of Sunwood Drive, between approximately Zeolite Street and Armstrong Boulevard (see attached preliminary design). The intent is to work north to south on Armstrong Boulevard and complete another section of the roadway in its final location; to set the stage for the ultimate interchange over the railroad tracks and Highway 10. Draft feasibility studies were presented to the Public Works Committee and HRA on December 13, 2011, and on that date the HRA authorized the preparation of appraisals for the potential acquisition of 3 parcels along the west side of Armstrong Boulevard that are necessary for portions of this project, and ultimately the interchange project.

On January 24, 2012, draft feasibility studies were presented to the City Council for consideration. At that meeting the City Council authorized the final design contracts with Landform and WSB & Associates, and ordered the preparation of plans and specifications. On May 22, 2012, the City Council authorized the bidding of the Sunwood project. On June 12, 2012, the City Attorney and staff updated the Council on the required acquisitions for the project, and provided an updated project accounting. It was the direction from that meeting to continue with the land acquisitions, as they would be necessary for the interchange project, and come back with a final funding package once the bids for the project are opened and award of a construction contract is being considered. To date all properties needed for this project have been negotiated and tentative deals are in place.

Observations:

The final plans and specifications have been submitted to and approved by the various review agencies, including Anoka County and the Minnesota Department of Transportation (MnDOT). It is required that we have final approval from both entities before the bids can be opened and a contract awarded. The plans and specifications were published according to State Statutes and distributed to various contractors. The bids were opened on Monday June 25th, tabulated, reviewed, and forwarded to the City Council (along with a final financing package) prior to the June 26th meeting where an award of a construction contract is being considered. This agenda has now been updated with the bid information.

Recommendation:

Staff recommends that the City Council approve Resolution 12-06-XXX, awarding a contract for City Improvement Project 12-20; Sunwood Drive Realignment, to North Pine Aggregate, Inc., in the amount of \$2,342,825.82. The contractor and cost information are attached. The accompanying resolution will be updated following the award of bid by Council and prior to execution.

Funding Source:

Attached to this case is the funding package that was previously approved by the City Council on March 13, 2012, which has been narrowed to scenario #2 because we were unsuccessful in securing the Metropolitan Council TOD grant. Based upon the revised construction estimates, updated acquisition costs, and projected overhead costs (permits, engineering, material testing, etc.), following is the revised funding information that was presented to the City Council on June 12, 2012:

Land Acquisition	\$2,700,000
Armstrong Blvd	\$1,650,000
Sunwood Drive	\$1,075,000
COR Grading & Northstar Market Place Access Revisions	\$210,000
Streetlighting	\$112,000
Engineering/Construction Administration/Testing	\$470,000
TOTAL	\$6,217,000

Anoka County	\$1,700,000
LRIP Grant	\$500,000
Equipment Revolving Fund	\$1,056,450
TIF #2	\$500,000
Stormwater Utility Fund	\$267,411
Water Utility Fund	\$243,629
Sanitary Sewer Utility Fund	\$22,043
EDA (Nordvik acquisition)	\$600,000
Excess Rail Funding	\$500,000
Streetlight Utility	\$112,000
COR land sale proceeds *	\$500,000
TOTAL	\$6,001,533

As can be seen above there is approximately \$215,500 that is unaccounted for with this project. This overage is primarily the costs associated with construction administration and material testing, which was previously planned to be completed with City staff, but due to recent staffing changes we are currently unable to perform all of this work. It is also proposed that the Streetlight Utility Fund finance the streetlighting component of this project. The COR land sale proceeds referenced above will need to be discussed by the Housing and Redevelopment Authority (HRA) to determine whether they are interested in deviating from the existing land sale distribution policy, and apply the entire amount of a pending land sale to this improvement project. A final funding package will be provided to the City Council now that the bids are opened and construction administration proposals are reviewed.

Council Action:

Motion to approve Resolution 12-06-XXX, awarding a contract for City Improvement Project 12-20; Sunwood Drive Realignment, to North Pine Aggregate, Inc., in the amount of \$2,342,825.82.

Attachments

Project Layout

Previously Approved Funding Package

Bid Tabulations and Recommendation Letter
Resolution

Form Review

Inbox
Kurt Ulrich

Form Started By: Tim Himmer

Reviewed By
Kurt Ulrich

Final Approval Date: 06/20/2012

Date
06/20/2012 09:15 PM
Started On: 06/18/2012 04:08 PM

Sunwood Drive and Armstrong Blvd, City Project 12-20

Projected Costs

October 18, 2012

Prepared by: Shane Nelson

Description	Total	Notes
Land Acquisition	\$901,926.30	Nordvick, Billmark Easement
Anoka County	\$12,867.42	Property Taxes, Nordvick
Land Acquisition - Future	\$1,780,000.00	M & W Holdings and Diversified Paving
Sub-Total - Land Acquisition	\$2,694,793.72	Total Land Acquisition
Armstrong Blvd Construction Contract	\$1,387,624.30	Bid Amount
Sunwood Drive / COR TWO and Northstar Marketplace Construction Contract	\$955,017.00	Bid Amount
Supplemental Agreement #1	\$5,001.00	Approved
Change Order #1	\$19,237.60	Approved
Change Order #3	\$23,559.72	Approved
Change Order #4 (Proposed - Not Approved)	\$22,645.79	
Relocate Conexxus Cabinet	\$19,000.00	Conexxus is willing to pay 1/3 contingent upon the City paying 1/3 and the consultants splitting 1/3
Sub-Total - Construction Costs	\$2,432,085.41	Total Construction Costs
StreetLighting	\$112,000.00	Estimate
WSB Design	\$137,760.00	Paid to Date
WSB Staking and Project Engineering	\$77,732.00	Contract Amount
Landform Design	\$152,422.00	Paid to Date
Landform Project Engineering	\$15,000.00	Contract Amount
Landform Project Engineering - Additional Requested	\$15,000.00	
City Engineering and Construction Administration	\$70,000.00	Estimated by Tim
Materials and On-Site Testing (NTI)	\$30,000.00	Estimated by Tim
Sub-Total - Engineerng / Admin / Testing	\$497,914.00	Total Engineering Costs
Legal Services, Appraisals, Permits, Etc.	\$32,084.00	Paid to Date
Remaining Legal Services, Appraisals, etc.	\$5,000.00	Estimate
Total Projected Project Costs	\$5,773,877.13 *	

* Does not include costs for re-location of Zayo Fiber Optic Running Line

CONDUIT USE AGREEMENT

This Conduit Use Agreement ("Agreement") is made and entered into this 24th day of April, 2012 (the "Effective Date"), between the City of Ramsey, Minnesota ("City") and Zayo Group, LLC ("Zayo").

RECITALS

WHEREAS, City owns a four-inch (4") PVC conduit system located between Ramsey Boulevard west along Sunwood Drive to Armstrong Boulevard, as more completely described in Exhibit A attached hereto (the "Conduit System"); and,

WHEREAS, Zayo desires to obtain from City and City desires to provide to Zayo, a license to use the Conduit System;

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement and other just and adequate consideration, the Parties hereby agree as follows:

1. **LICENSE.** As of the Acceptance Date for the Innerducts, City agrees to issue a license to Zayo, and Zayo agrees to accept a license from City, the Conduit System as described in Exhibit A and under the terms and conditions as further described below (the "License").

2. **INSTALLATION AND ACCEPTANCE.**

2.1 **Installation.** The Conduit System consists of a vacant four-inch (4") PVC conduit. In consideration of this License, Zayo agrees to provide all labor, materials and equipment required to engineer and install within the Conduit System three (3) inch-and-a-quarter (1.25") SDR 11 innerducts (collectively, the "Innerducts"). Zayo shall also install two (2) handholes, one (1) for Zayo's use and one (1) for City's use. Zayo shall install the Innerducts and handholes according to the Zayo construction drawings ("Zayo Construction Drawings"), attached hereto as Exhibit B.

2.2 **Installation Date.** The Innerducts are estimated to be installed within sixty (60) days of the full execution of this Agreement (the "Estimated Completion Date"). City acknowledges that the Estimated Completion Date may change due to unforeseen construction conditions. In the event Zayo encounters any changes to the Estimated Completion Date, Zayo shall promptly notify City and provide a revised estimated completion date (the "Revised Estimated Completion Date").

2.3 **Innerduct Acceptance Procedures.** Prior to commencement of the Term of this Agreement as defined in Section 3 below, Zayo shall perform necessary tests to verify that the Innerducts have been installed according to the Zayo Construction Drawings and shall promptly provide City with a report of such test results ("Notice of Completion"). City shall promptly review the Notice of Completion and shall provide Zayo with a written notice accepting (or rejecting by specifying the defect or failure in the Notice of Completion that is the basis for such rejection) the Innerducts. If the City fails to notify Zayo of its acceptance or rejection of the final test results with respect to the Innerduct within twenty (20) business days after City's receipt of such Notice of Completion, City shall be deemed to have accepted the Innerducts. The date of such notice of acceptance (or deemed acceptance) of the Innerducts shall be the "Acceptance Date." In the event of any rejection by City, Zayo shall take such action reasonably necessary and as expeditiously as practicable to correct or cure such defect or failure and the process acceptance shall be repeated. The foregoing notwithstanding, if City uses any portion of the Innerducts prior to acceptance, such use shall constitute acceptance with an Acceptance Date effective as of the earliest documented use by City.

2.4 **Configuration and Access to the Innerducts.** Of the three (3) inch-and-a-quarter (1.25") SDR 11 innerducts installed, one (1) will be routed into a Zayo handhole (the "Zayo Innerduct") to be used exclusively by Zayo to make available telecommunications services in and through the City of Ramsey, Minnesota. The other two (2) innerducts will be routed to a City handhole (the "City Innerducts") to be utilized by the City in accordance with this Agreement.

2.5 Use of Innerducts. Subject to the limitations set forth in this Agreement, Zayo shall use the Zayo Innerduct solely for lawful purposes and shall have the right to install fiber optic cable within the Zayo Innerduct, and to access the Zayo Innerduct on an as-needed basis.

2.6 Maintenance of Conduit System. City and Zayo are each responsible for the routine and preventative maintenance of their respective conduit systems and all costs associated with any such work. Each party is responsible for locating their own facilities as part of the local "Gopher State One Call" program. Any damage created as a result of either party not properly locating their respective facilities will be the responsibility of that party to correct. Each party must provide a minimum of ten (10) business days notice, except in the case of emergencies, for any maintenance or construction activities that may affect the service of the other party. Any required maintenance on the Zayo system that will affect services shall take place outside normal working hours, anytime between 12:00 AM to 6:00 AM (local time), and Zayo, upon proper application and City review process, is required to obtain a right-of-way permit from the City, which shall not be unreasonable withheld or delayed. All non-routine maintenance (defined as repairs required due to cable cuts, fires, remodeling work or other acts of third parties or Force Majeure events), shall be provided by Zayo, and the costs for such corrective work divided on a pro rata basis with the City responsible for two-thirds (2/3) and Zayo responsible for one-third (1/3). Any damage that occurs to either party's facilities, as a result of work being performed by the other party, will be the responsibility of the damaging party to correct at their sole cost.

3. TERM. The initial term of this Agreement shall commence on the Effective Date and shall remain in effect for the period of twenty-five (25) years. Thereafter, the Term will automatically renew for five-year increments (the "Extension Terms"), unless either party provides the other party with at least sixty (60) days written notice prior to the end of the Term (as may be extended by the Extension Terms) of their desire to terminate this Agreement.

4. PAYMENT. In consideration for the License of the Conduit System, Zayo agrees to make a one-time payment equal to one dollar and sixty-seven cents (\$1.67) per linear foot of the Conduit System. The Conduit System is approximately five thousand seven hundred linear feet (5,700'). Actual distance is to be determined during installation described in paragraph 2.1.

5. INDEMNIFICATION. Each Party shall indemnify and hold harmless the other Party and its respective officers, agents and employees from and against all claims, damages, losses, liabilities, and costs arising from its acts or omissions pursuant to this Agreement including without limitation attorney fees and cost.

6. FORCE MAJEURE. In the event either Party is prevented from performing its obligations under this Agreement due to circumstances beyond its control including, without limitation, labor disputes, power outages or shortages, fire, explosion, flood, drought, acts of God, war or other hostilities, civil commotion, domestic or foreign governmental acts, orders, or regulations, inability to obtain facilities or supplies, or if either Party is notified by a state or federal regulatory body that any aspect of this Agreement does not comply with any applicable law, regulation, rule, or policy, then the obligation of either Party shall be suspended during the period of such disability.

7. LIMITATION OF LIABILITY AND DISCLAIMER.

7.1 CITY MAKES NO REPRESENTATION OR WARRANTY EITHER EXPRESSED OR IMPLIED REGARDING THE CONDUIT SYSTEM AND SPECIFICALLY DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES.

7.2 Limitation of Liability. Each Party's sole and exclusive remedies for breach or non-performance of this Agreement by the other Party shall be, at non-defaulting Party's election, re-performance and/or repair or replacement by the defaulting Party of any defective services, or of any defective equipment provided in connection with the services, or the refund of any compensation actually paid to the defaulting Party during the period of such breach or non-performance. Either party will in no event be liable for special, exemplary, punitive, indirect, consequential or incidental damages, including but not limited to, damages for loss of use, lost profit, loss of business or goodwill, or other financial injury arising out of or in connection with the maintenance, use,

performance or failure of the Innerduct or equipment or this Agreement. In no event shall either Party be liable for any loss or damage relating to a claim for personal injury arising out of or in connection with maintenance, use, performance or failure of the Innerduct or equipment.

8. DEFAULT AND REMEDIES.

8.1 Event of Default. Any of the following shall constitute an event of default: (a) either Party fails to perform or observe any other representation, warranty, covenant, condition or agreement and fails to cure such breach within thirty (30) days after written notice; (b) any representation or warranty made by either Party hereunder or in any other instrument provided to the other Party proves to be incorrect in any material respect when made; (c) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment of benefit of creditors is made by or against Zayo; (d) Zayo becomes insolvent or fails generally to pay its debts as they become due; and, (e) Zayo voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated.

8.2 Remedies. In the event of a default by either party, the non-defaulting party shall have the right to exercise any or all of the following remedies to the extent applicable: (a) terminate this Agreement; (b) declare all any amounts due under this Agreement immediately due and payable; (c) proceed to enforce the remedies of a secured party under Minnesota law; and, (d) proceed by court action to enforce performance of this Agreement and any remedy provided for herein and/or recover all damages of any default or exercise any other right or remedy available at law or in equity.

9. TERMINATION. Upon the expiration of the Term, as may be extended, the License with respect to the Conduit System shall immediately terminate, all rights of Zayo to use the Conduit System shall cease, all rights to the use of the Conduit System shall revert to City and City shall owe Zayo no further duties, obligations or consideration.

10. MISCELLANEOUS.

10.1 Choice of Law. This Agreement shall be governed and interpreted under the laws of the State of Minnesota.

10.2 Attorney's Fees. If any suit or action is filed by either Party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as fixed by the reviewing court, incurred in investigation of related matters and in preparation for the prosecution of such suit or action as fixed by the trial court and if any appeal or other form of review is taken from the decision of the trial court or any subsequent court.

10.3 Relationship of the Parties. Nothing contained in this Agreement shall be construed to create any partnership or agency relationship between the Parties for any purpose, action, or transaction, including those related to the performance of this Agreement.

10.4 Entire Agreement. This Agreement represents the entire agreement between the Parties relating to this matter. No prior or contemporaneous discussions, representations, understandings, or statements, oral or written, relating to this Agreement or its subject matter shall have any force or effect. The Parties agree that no individual party shall be deemed to be the drafter of this Agreement and that, in the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision against any individual party as the drafter of the Agreement. Exhibit A and Exhibit B, all attached hereto, are incorporated herein by reference and made a part of this Agreement.

10.5 Assignment. Either party may, without the other's consent, assign or otherwise transfer this Agreement or its rights or obligations hereunder to any other party, in whole or in part.

10.6 Severability. If any provision or provisions of this Agreement are deemed in a court of law to be illegal or otherwise unenforceable, such provision or provisions shall be modified, wherever possible, to provide binding force and effect. If modification is not possible, the elimination of such provision or provisions shall not serve to invalidate the Agreement and all remaining provisions of this Agreement shall remain valid and enforceable.

10.7 Waiver. The failure of either Party to enforce at any time, or for a period of time, any of the provisions of this Agreement, shall not be construed as a waiver of such provision or of the right of such Party thereafter to enforce such provision.

10.8 Notices. All notices or demands of any kind that any party is required or desires to give or to make upon others in connection with this Agreement shall be in writing and be deemed to be delivered only after such notice or demand has been sent by depositing the notice or demand in the United States mail, postage prepaid, and addressed to the other party as follows:

If to City:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303
Attn: City Attorney

If to Zayo:
Zayo Group, LLC
400 Centennial Pkwy, Suite 200
Louisville, CO 80027
Attn: General Counsel

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each Party as of the day and year first above written.

CITY OF RAMSEY, MINNESOTA

ZAYO GROUP, LLC



(Authorized Signature)

BRIAN OLSON

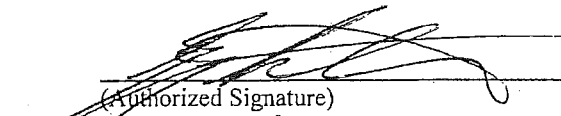
(Printed Name)

DIRECTOR OF PUBLIC WORKS / PRINCIPAL CITY ENGINEER

(Title)

5/3/12

(Date)



(Authorized Signature)

GREGG STRUMBERGER

(Printed Name)

COUNSEL

(Title)

4-24-12

(Date)

Exhibit A
Description of Conduit System

The Conduit System consists of an existing four-inch (4") PVC conduit located between Ramsey Boulevard west along Sunwood Drive to Armstrong Boulevard for a distance of approximately five thousand seven hundred feet (5,700'), better described in the Ramsey Town Center, Ramsey, Minnesota Interim Streetscape Document Package (Sunwood Drive) Street No. 6-9.

Route Map: See attached Exhibit A-1.

Exhibit B
Zayo Construction Drawings
(for installation of Innerducts and handholes)

Confidential

Effort Total Labor

Trans ID	Employee/Vendor	Trans Date	Hrs/Units	Rate	Amount S.	Invoice #
<u>Timesheets</u>						
RAM12019.000-80 Sunwood Drive Realignment Design-Construction Administration/Observation						
719	Halverson, Brady Keith <i>review comments</i>	8/29/2012	1.00	115.00	115.00 B	20951
719	Halverson, Brady Keith <i>review comments</i>	8/30/2012	0.50	115.00	57.50 B	20951
740	Halverson, Brady Keith <i>irrigation/lighting shop drawing review</i>	9/13/2012	1.00	115.00	115.00 R	
663	Sabraski, Steven E <i>Alternate CB orientation research/design.</i>	7/9/2012	0.50	115.00	57.50 B	20951
663	Sabraski, Steven E <i>Alternate CB orientation research/design.</i>	7/10/2012	0.50	115.00	57.50 B	20951
726	Sabraski, Steven E <i>Structure 123 revision and coordination with Ron.</i>	9/11/2012	2.75	115.00	316.25 R	
678	Schulz, Reid T <i>Plan coordination to contractor</i>	7/6/2012	0.50	80.00	40.00 B	20951
678	Schulz, Reid T <i>Plan Coordination with Contractor</i>	7/9/2012	2.00	80.00	160.00 B	20951
678	Schulz, Reid T <i>Plan Changes to Storm MH 5008</i>	7/10/2012	3.50	80.00	280.00 B	20951
678	Schulz, Reid T <i>Plan Changes for STM MH, Coordination with Contractors & New Storm Line on Zeolite</i>	7/11/2012	10.75	80.00	860.00 B	20951
678	Schulz, Reid T <i>Plan Changes for STM MH, Coordination with Contractors & New Storm Line on Zeolite</i>	7/12/2012	8.25	80.00	660.00 B	20951
678	Schulz, Reid T <i>Plan Changes for STM MH</i>	7/13/2012	3.75	80.00	300.00 B	20951
657	Schulz, Reid T <i>Exhibits to city for Sunwood Drive</i>	7/18/2012	3.75	80.00	300.00 B	20951
657	Schulz, Reid T <i>Exhibits to city for Sunwood Drive</i>	7/19/2012	1.50	80.00	120.00 B	20951
657	Schulz, Reid T <i>Sunwood Drive Watermain Changes, Sanitary Sewer, Storm Sewer</i>	7/22/2012	3.00	80.00	240.00 B	20951
657	Schulz, Reid T <i>Sunwood Drive Watermain Changes, Sanitary Sewer, Storm Sewer</i>	7/23/2012	7.25	80.00	580.00 B	20951
657	Schulz, Reid T <i>Sunwood Drive Watermain Changes, Sanitary Sewer, Storm Sewer</i>	7/25/2012	6.25	80.00	500.00 B	20951
657	Schulz, Reid T <i>Change Order Quantities Change Order Plan Coordination & Review</i>	7/26/2012	4.25	80.00	340.00 B	20951
657	Schulz, Reid T <i>Change Order #1 Submittal</i>	7/27/2012	1.00	80.00	80.00 B	20951
699	Schulz, Reid T <i>Onsite Construction Meeting - Change Order Plots for meeting</i>	8/1/2012	2.75	80.00	220.00 B	20951
699	Schulz, Reid T <i>Onsite Constuction Meeting (1.5 Hours) Exhibit for Grading Material (3.0 Hours)</i>	8/8/2012	4.50	80.00	360.00 B	20951
699	Schulz, Reid T <i>Grading Exhbit for Material, Cost Estimate, Coordination with City</i>	8/9/2012	3.00	80.00	240.00 B	20951
699	Schulz, Reid T	8/15/2012	3.25	80.00	260.00 B	20951

Effort Total Labor

Trans ID	Employee/Vendor	Trans Date	Hrs/Units	Rate	Amount S.	Invoice #
720	Schulz, Reid T <i>Onsite Constuction Meeting (1.75 Hours) Coordination of COR TWO Pads for City Tests (.75 Hours) Cooordination of Utilities Trench (.75 Hours)</i>	8/17/2012	2.50	80.00	200.00 B	20951
	<i>Emails, Coordination etc..</i>					
720	Schulz, Reid T <i>Onsite Meeting</i>	8/22/2012	1.75	80.00	140.00 B	20951
720	Schulz, Reid T <i>Coordination, Emails, Storm Sewer in Armstrong Coordination</i>	8/27/2012	2.25	80.00	180.00 B	20951
720	Schulz, Reid T <i>Transformer Coordination, Storm Sewer, Emails, etc..</i>	8/28/2012	1.25	80.00	100.00 B	20951
720	Schulz, Reid T <i>2.5 - Meeting onsite and site visit 2.5- Coordination of Lightpoles, Storm Sewer CB117 Change</i>	8/29/2012	5.00	80.00	400.00 B	20951
720	Schulz, Reid T <i>Lighting Coordination, Exhibit for City (Storm Sewer), Transformer, Quantities for Storm Sewer, Sidewalk Changes</i>	8/30/2012	2.25	80.00	180.00 B	20951
720	Schulz, Reid T <i>Coordination on Storm Sewer, Emials etc..</i>	8/31/2012	1.25	80.00	100.00 B	20951
741	Schulz, Reid T <i>Change Order #3, Plan Revions, Emails, Coordination etc..</i>	9/6/2012	6.50	80.00	520.00 R	
741	Schulz, Reid T <i>Change Order #3, Coordination, Emails Etc..</i>	9/7/2012	4.50	80.00	360.00 R	
741	Schulz, Reid T <i>Change Order #3</i>	9/10/2012	6.50	80.00	520.00 R	
741	Schulz, Reid T <i>Lighting, Irrigation plan coordination</i>	9/13/2012	3.00	80.00	240.00 R	
763	Schulz, Reid T <i>Onsite Meeting & Onsite Irrigation discussions with Shane</i>	9/19/2012	3.25	80.00	260.00 R	
763	Schulz, Reid T <i>Onsite Meeting and Observation</i>	9/26/2012	2.75	80.00	220.00 R	
786	Schulz, Reid T <i>Change Order #3 - Plans and submittal</i>	10/1/2012	6.00	80.00	480.00 R	
786	Schulz, Reid T <i>2.0 Hours - Onsite Meeting 1.5 - Change Order #3 Coordination</i>	10/3/2012	3.50	80.00	280.00 R	
786	Schulz, Reid T <i>2.5 Hours - Onsite Meeting 1.5 Hours - Coordination - Irrigation, Lighting, Revised CB902 Location (field adjust)</i>	10/10/2012	4.00	80.00	320.00 R	
786	Schulz, Reid T <i>Coordination on Irrigation Box, Pricing, Storm Sewer Field Change, etc..</i>	10/12/2012	2.75	80.00	220.00 R	
668	Schunicht, Robert G <i>Sunwood revisions</i>	7/9/2012	1.00	195.00	195.00 B	20951
668	Schunicht, Robert G <i>shop drawing review</i>	7/10/2012	2.00	195.00	390.00 B	20951
668	Schunicht, Robert G <i>revisions</i>	7/10/2012	2.00	195.00	390.00 B	20951
668	Schunicht, Robert G <i>prepare for and attend precon meeting</i>	7/11/2012	3.00	195.00	585.00 B	20951
668	Schunicht, Robert G <i>revisions</i>	7/11/2012	3.00	195.00	585.00 B	20951
668	Schunicht, Robert G <i>sunwood revisions</i>	7/12/2012	1.00	195.00	195.00 B	20951

Effort Total Labor

Trans ID	Employee/Vendor	Trans Date	Hrs/Units	Rate	Amount S.	Invoice #
668	Schunicht, Robert G <i>shop drawing review</i>	7/13/2012	1.00	195.00	195.00 B	20951
668	Schunicht, Robert G <i>revisions</i>	7/13/2012	1.00	195.00	195.00 B	20951
647	Schunicht, Robert G <i>shop drawing revies and curb alignment alternatives</i>	7/16/2012	2.00	195.00	390.00 B	20951
647	Schunicht, Robert G <i>construction admin</i>	7/17/2012	1.00	195.00	195.00 B	20951
647	Schunicht, Robert G <i>plan revisions</i>	7/17/2012	1.00	195.00	195.00 B	20951
647	Schunicht, Robert G <i>shop drawing review and design alternative analysis</i>	7/18/2012	2.00	195.00	390.00 B	20951
647	Schunicht, Robert G <i>plan revisions</i>	7/19/2012	2.00	195.00	390.00 B	20951
647	Schunicht, Robert G <i>CA-review alignment alternatives</i>	7/23/2012	1.00	195.00	195.00 B	20951
647	Schunicht, Robert G <i>reivew changes and submit</i>	7/27/2012	1.00	195.00	195.00 B	20951
689	Schunicht, Robert G <i>Prepare for and attend weekly meeting</i>	8/1/2012	3.00	195.00	585.00 B	20951
710	Schunicht, Robert G <i>review project questions for construction meeting</i>	8/29/2012	1.00	195.00	195.00 B	20951
710	Schunicht, Robert G <i>review lighting plan</i>	8/30/2012	1.00	195.00	195.00 B	20951
731	Schunicht, Robert G <i>review issues and attend weekly meeting</i>	9/5/2012	4.00	195.00	780.00 R	
731	Schunicht, Robert G <i>review questions</i>	9/7/2012	1.00	195.00	195.00 R	
731	Schunicht, Robert G <i>prepare for and attend weekly meeting</i>	9/12/2012	3.00	195.00	585.00 R	
753	Schunicht, Robert G <i>Sunwood CA</i>	9/17/2012	1.00	195.00	195.00 R	
753	Schunicht, Robert G <i>Sunwood CA</i>	9/18/2012	1.00	195.00	195.00 R	
753	Schunicht, Robert G <i>Sunwood CA</i>	9/24/2012	1.00	195.00	195.00 R	
776	Schunicht, Robert G <i>Sunwood CA--discussions of issues with Reid</i>	10/2/2012	1.00	195.00	195.00 R	
776	Schunicht, Robert G <i>Review storm sewer modifications</i>	10/11/2012	1.00	195.00	195.00 R	
776	Schunicht, Robert G <i>review irrigation controller connection</i>	10/12/2012	1.00	195.00	195.00 R	
722	Smith, Nicholas R <i>out to locate MH's around sunwood drive and armstrong blvd</i>	8/27/2012	1.00	90.00	90.00 B	20951
					19,453.75	
	Total		178.50		19,453.75	

CC Work Session

2. 2.

Meeting Date: 10/23/2012

By: Shane Nelson, Engineering/Public Works

Title:

Sunwood Drive Project - Consider Change Order #4

Background:

The City Council previously approved the construction contract for City Project 12-20. This Change Order is associated with drainage, storm sewer, irrigation, and construction signage.

The **146th Storm Sewer** item is related to the drainage along the west side of Armstrong Blvd. The original drainage plan contemplated a ditch on the west side at a sufficient depth to carry the drainage. However, during construction the drainfield for the property at 8019 146th Ave (Diversified Paving) was encountered. Also, there are several large utility cabinets that are within a private easement at the NW corner of Armstrong Blvd and 146th Avenue. Because of these two constraints, a ditch cannot be constructed per the original design and the design engineer has proposed an alternate solution.

The **Drain Tile Swale** item is related to the drainage at 14700 Armstrong Blvd (Billmark Electric). The grade at the intersection of Armstrong Blvd and 147th Avenue was raised approximately 8 feet, and there is currently a 4:1 slope from the edge of the road to the existing ground that surrounds the parking lot for Billmark Electric. Whatever drainage system was existing before construction was covered with fill to provide the slope. The drain tile was proposed as a solution to this drainage problem by the design engineer.

The **Irrigation Service** is related to the new irrigation system on Sunwood Drive. The original plans contemplated connecting to the existing 2" main irrigation lines on the east end of the project. City staff has informed us that the proposed design would not work, as the water supply from the east is coming all of the way from Ramsey Blvd, and a new 4" water supply was required on the west end of Sunwood Drive.

The **Additional Construction Signage** is related to the advance warning "Road Closed" signs. Before the project began, large signs were installed on Highway 10 and Armstrong Blvd with the message "CR 83 Road Closed" and "Follow Detour". The plans did not call for a different message after the roadway was opened, and the signs could not be removed as they are required to warn motorists that they are entering a construction zone.

The **Irrigation Box** change order item was requested by City Staff. The plans contemplated salvaging and re-using the existing irrigation box. However, the existing irrigation box is damaged and does not appear suitable for re-use. This change order item would replace the old damaged irrigation box with a new irrigation box.

The **Additional Pipe Removal** item was requested by the Development Manager. The pipe is in the area of the COR TWO retail area, and was a stub for future development that will never be utilized given the new development plans. The storm sewer stub was in the vicinity of the building pad location for Lot 3, Block 1, COR TWO.

Notification:

The owner of the property at 8019 146th Avenue was notified that another tree would be lost and his large boulder would be moved if the Change Order item is approved.

The owner of the property at 14700 Armstrong Blvd was notified that the City is working on a solution to his drainage concern.

Observations:

The two drainage issues need to be resolved to adequately provide drainage for this project. However, the work has not been completed to date and the City could choose not to approve these Change Order items and complete them under a different contract. The City is currently in negotiations to purchase one of the subject properties, at which time the drainfield could be removed and an open ditch constructed to convey the stormwater. The proposed solution with the storm sewer is likely a temporary improvement.

The irrigation service is required to provide adequate water supply to the west end of Sunwood Drive. The City previously had a 4" irrigation service on the west end with the old alignment, and the pressure was adequate, but that supply was lost with the re-alignment of Sunwood Drive. Recently (in 2012) the valve for the existing service on the west end has been inoperable due to the vertical alignment of the valve box and has been stuck in the off position. Therefore the City has firsthand knowledge that pressure is inadequate when the supply is coming all of the way from Ramsey Blvd. Conversely, the pressure was adequate when a western supply was available. This change order item is to compensate the Contractor for work already completed, as a decision was necessary to facilitate construction of the sidewalk.

The Additional Construction Signage is also to compensate the Contractor for work already performed. Before the project began, large signs were placed on Highway 10 and Armstrong Blvd with the message "CR 83 Road Closed" and "Follow Detour". The plans did not call for a different message after the roadway was opened, and the signs could not be removed as they were warning motorists that they are entering a construction zone. We requested that the Contractor replace the "Road Closed" message with "Road Work" and blank out the "Follow Detour" message.

The Irrigation Box item work has not been completed and the City could choose not to approve this change order item. If this change order item is not approved, the existing irrigation box will be moved to the new location.

The Additional Pipe Removal item is an item that compensates the Contractor for work already completed. This pipe was removed in the COR TWO retail area, and was a storm sewer stub that was not planned to be utilized, therefore the Development Manager directed the Contractor to remove the pipe.

Recommendation:

We recommend that the City approve Change Order #4 in the amount of \$22,645.79.

Funding Source:

The funding package has previously been identified. The funding source for any overages from the original budget is the Equipment Revolving Fund. Staff has prepared a separate City Council Work Session case to review the overall funding for the project and the expenditures to date.

Council Action:

Motion to approve Change Order #4 in the amount of \$22,645.79

Attachments

Change Order Number 4

Form Review

Inbox	Reviewed By	Date
Diana Lund	Shane Nelson	10/18/2012 12:32 PM
Hakanson Anderson Engineering (Originator)	Shane Nelson	10/18/2012 12:35 PM

Diana Lund
Hakanson Anderson Engineering (Originator)

Kurt Ulrich
Form Started By: Shane Nelson

Jo Thieling
Jo Thieling
Jo Thieling

Final Approval Date: 10/18/2012

10/18/2012 04:41 PM
10/18/2012 04:42 PM
10/18/2012 04:43 PM
Started On: 10/15/2012 09:36 AM



14551 Lake Drive | Forest Lake, MN 55025 | 651.464.6802

To:	City Of Ramsey	Contact:	
Address:	7550 Sunwood Drive NW Ramsey, MN 55303	Phone:	(763) 427-1410
Project Name:	CSAH 83 & 147th Ave Change Order #4 REV A	Fax:	(763) 427-5543
Project Location:	Existing Sunwood Drive & Access Drive, Ramsey, MN	Bid Number:	12-047
		Bid Date:	10/17/2012

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
B. 146th Storm Sewer					
1	Clearing (Tree)	1.00	EACH	\$79.00	\$79.00
2	Grubbing (Tree)	1.00	EACH	\$26.50	\$26.50
3	15" HDPE Pipe (Int. Of 146th & Armstrong)	230.00	LF	\$23.25	\$5,347.50
4	15" HDPE Apron	2.00	EACH	\$315.00	\$630.00
5	Drainage Structure Design H	4.40	LF	\$285.00	\$1,254.00
6	A-7D Casting	1.00	EACH	\$800.00	\$800.00
7	Category 3 Blanket	12.00	SY	\$0.90	\$10.80
8	Seed 240	0.20	LB	\$0.65	\$0.13
9	Fertilizer Type 3	1.00	LB	\$0.58	\$0.58
10	Relocate Boulder	1.00	EACH	\$125.00	\$125.00
Total Price for above B. 146th Storm Sewer Items:					\$8,273.51
C. Drainile Swale					
1	Geotextile Filter Fabric (Trench Lining)	120.00	SY	\$2.40	\$288.00
2	Filter Rock	30.00	CY	\$50.00	\$1,500.00
3	4" Perf PE Pipe Drain With Sock	180.00	LF	\$9.85	\$1,773.00
4	4" Concrete Headwall	1.00	EACH	\$220.00	\$220.00
Total Price for above C. Drainile Swale Items:					\$3,781.00
D. Irrigation Service					
1	Irrigation Service	1.00	LS	\$6,275.28	\$6,275.28
2	Dewatering For Irrigation Service (If Needed)	1.00	LS	\$1,750.00	\$1,750.00
Total Price for above D. Irrigation Service Items:					\$8,025.28
E. Additional Construction Signage					
1	Change Construction Signs From "Road Closed" To "Road Work"	1.00	LS	\$715.00	\$715.00
Total Price for above E. Additional Construction Signage Items:					\$715.00
F. Irrigation Box					
1	New Irrigation Box (Sunwood Dr)	1.00	LS	\$825.00	\$825.00
Total Price for above F. Irrigation Box Items:					\$825.00
G. Additional Pipe Removal					
1	Remvoe 24" RCP (North Stub Out Of STMH 900)	57.00	LF	\$18.00	\$1,026.00
Total Price for above G. Additional Pipe Removal Items:					\$1,026.00
Total Bid Price:					\$22,645.79



**NORTH PINE
AGGREGATE INC.**

14551 Lake Drive | Forest Lake, MN 55025 | 651.464.6802


To: City Of Ramsey	Contact:
Address: 7550 Sunwood Drive NW Ramsey, MN 55303	Phone: (763) 427-1410 Fax: (763) 427-5543
Project Name: CSAH 83 & 147th Ave Change Order #4 REV A	Bid Number: 12-047
Project Location: Existing Sunwood Drive & Access Drive, Ramsey, MN	Bid Date: 10/17/2012

Notes:

- Price does not include: Clearing & Grubbing; Site Surveying; Soil Testing; Gravel or Bituminous; Building or Structure Demolition; Hidden or Buried Debris; Hazardous Materials Removal; Dewatering; Import and/or Export of Dirt; Site Utilities other than those listed above; Moving of Small Utilities; Any Subsoil Corrections or Trench Borrow; Traffic Control;
- Pricing is based on the engineer(s) plans dated: Change Order #3 dated 9/14/12, shts 4AR, 22AR, 25AR, 26AR, 34AR, 2BR, 4BR
- Proposal is valid for a period of 30 days from date of proposal.
- Any delays due to incomplete surveying or improper surveying could result in additional charges.
- Price does not include lowering/moving small utilities. If there are utilities not properly represented on plans, price is subject to change.
- All grading needs to be verified by civil engineer as grading is completed.

Payment Terms:

Net due upon receipt of billing. A 1.5% per month service charge will be assessed on unpaid balance.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: North Pine Aggregate, Inc.</p> <p>Authorized Signature: </p> <p>Estimator: Keith Herman</p>
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Toll Free: 877-990-9005 E-mail: info@geyersignal.com
4205 Roosevelt Road, St. Cloud, MN 56301 (320) 253-9005 FAX: (320) 654-6884

October 15th, 2012

Traffic Control ***** ADDITIONAL SIGNING *****
SAP 199-020-010, 104-010 & CP 12-20, QUEST PROJ# 2080383
ARMSTRONG BLVD & 147 AVE/SUNWOOD DRIVE,
WSB PROJ# 1973-010, LANDFORM PROJ# RAM 12019,
CITY OF RAMSEY
NORTH PINE AG

Item#

Change special signs 3 ea x 150.00 = 450.00

Mob & labor to change other signing = 200.00

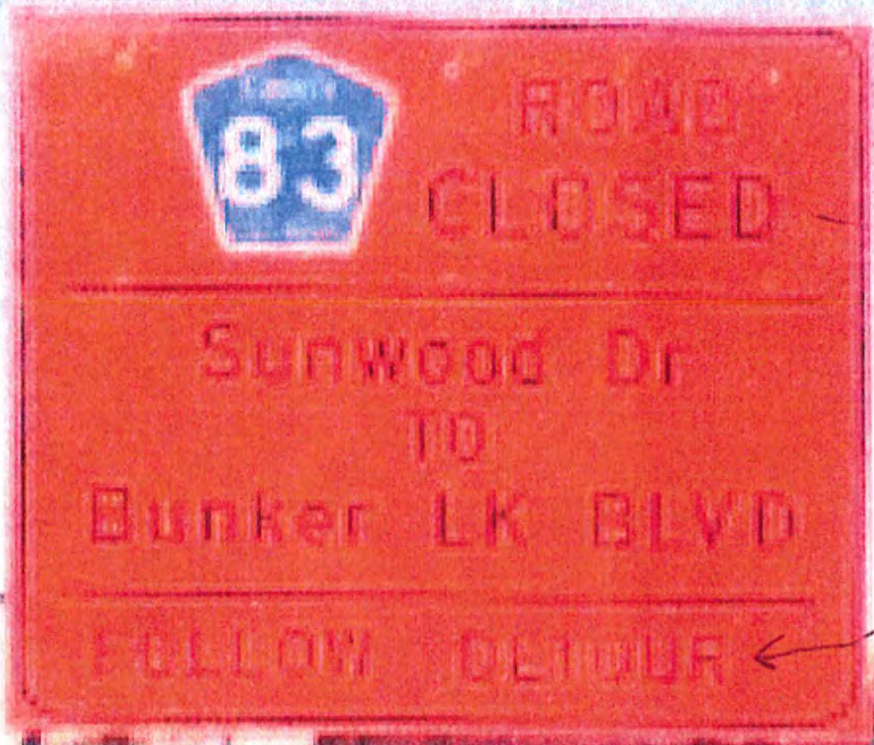
Total 650.00

PLEASE FORWARD THESE QUANTITIES TO THE ENGINEER FOR
PAYMENT.

Kevin Kissner Cell (320) 250-9010 Email: kevin@geyersignal.com

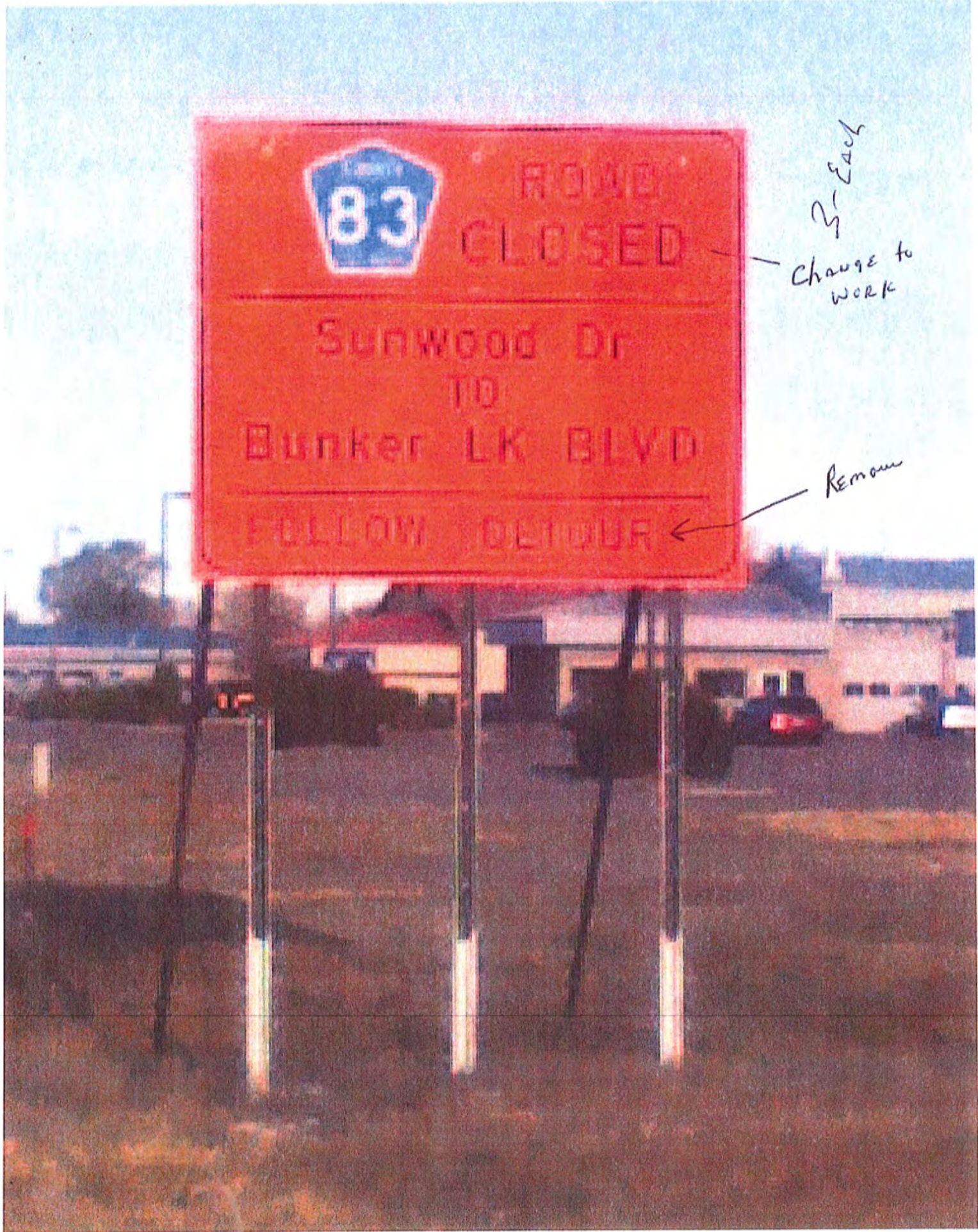
MEMBER OF
ALLIANCE
THE MINNESOTA TRANSPORTATION
ALLIANCE
EXTRA CITY OF RAMSEY ARMSTRONG BLVD 10-15-2012

Traffic Control Signing • Pavement Marking Removal • Temporary Striping • Permanent Signing



3-Each
Change to
work

Remove



Keith Herman

From: mitch <mitch@gnlandscapes.com>
Sent: Wednesday, October 17, 2012 1:03 PM
To: Keith Herman
Subject: RE: CSAH 83 Ramsey

Keith, yes that price of 750 dollars is correct.

Sent from my Samsung Epic™ 4G Touch

Keith Herman <keith@npainc.net> wrote:

Mitch,

Per our conversation on the telephone regarding a new Irrigation Service Box, please respond to this email to confirm your price of \$750.00.

I talked to Brent Jensen our superintendent & he stated that we ran some conduit in the area of the new Irrigation Service location this morning in preparation of sidewalks being poured. Please give him a call to verify that everything is in place before sidewalk work continues, 612-770-6681. Thanks.



Keith Herman

14551 Lake Drive NE

Forest Lake, MN 55025

Office: 651-464-6802

Fax: 651-464-8456

Cell: 612-290-0157

<http://www.npainc.net>

CC Work Session

2.3.

Meeting Date: 10/23/2012

By: Darren Lazan, Housing &
Redevelopment Authority

Title:

Consider Change Order #5 - Sunwood Drive

Background:

At a previous meeting of the HRA, direction was provided to proceed with an alternative development scenario for the Sunwood Retail area. This can be generally described as the HRA taking a role in funding and completing certain hard and soft cost items associated with the improvements necessary to close on pending land sales.

The HRA approved the soft costs associated with this effort, and directed staff and the development team to outline and present the hard costs at a future meeting.

The current contract for the realignment of Sunwood Drive is active, and the contractor is on-site. There are portions of the proposed Sunwood Retail project that will include public sewer and water improvements that are proposed in the project area. The current Sunwood Drive contractor is familiar with the project, and provided stubs for these improvements under the current contract.

Notification:

Observations:

The council is allowed, under current bidding laws, to add-on to an existing contract for items less than \$100,000.

The proposed work on public watermain, public sanitary sewer, and the common stormwater mains (exclusive of the infiltration facilities) have been presented to the current contractor for pricing as Change Order #5 and that price has been returned under the \$100,000 limit.

If approved as a change order, construction of these deep utilities will be able to commence almost immediately, and be available for connection by Lots 4 and 5 as per the HRA agreement with those buyers. Obligations to construct the surface site improvements could then be transferred to the end users and deducted from, or escrowed from, proceeds of closing.

This scenario would allow SuperAmerica to proceed this fall as planned.

Recommendation:

The COR development team recommends the City Council consider the proposed Change Order to the Sunwood Drive project, and based on discussion provide direction as to proceeding with those improvements.

Funding Source:

Funding for these improvements could be considered from two sources:

In exchange for the fill materials extracted from HRA property for the Sunwood Drive portion of the city project, the city was to provide and place additional material on the Sunwood Retail area, setting those pads up for future development. As Armstrong Boulevard plans were developed, it was apparent that considerably more fill would be necessary for that portion of the project, and the HRA agreed to allow additional material to be removed from Lake Ramsey for that effort. If the city council decided that the effort outlined in Change Order #5 was roughly equal to

the material provided for Armstrong Boulevard those costs could be used to offset the material costs and reconcile those efforts. When the initial budget was set and approved, the former city engineer erred in the summary of the work and counted the \$200,000 effort to fill and grade the Sunwood retail area twice, once in the bid from the contractor, and once again in a separate line item. As a result, the project costs were overstated, and additional funding under the approved budget is available to fund Change Order #5. The overall project budget for Sunwood is being reviewed as a separate item by the Council this evening.

Alternatively, because the items included in Change Order #5 are currently budgeted in the pro-forma for the HRA project, the improvements could be funded with HRA fund balances and refunded with land sale proceeds for the first closing on lots 3-5. Staff has concerns about over-extending the future land sales proceeds obligation unless project costs are incurred after sales have been finalized.

Council Action:

Provide consensus direction on the improvements outlined in Change Order #5.

Attachments

Change Order #5

COR TWO Initial Improvements

Form Review

Inbox

Kurt Ulrich

Reviewed By

Kurt Ulrich

Date

10/18/2012 04:38 PM

Form Started By: Darren Lazan

Started On: 10/18/2012 12:57 PM

Final Approval Date: 10/18/2012



**NORTH PINE
AGGREGATE INC.**

14551 Lake Drive | Forest Lake, MN 55025 | 651.464.6802

To: City Of Ramsey	Contact: Shane Nelson
Address: 7550 Sunwood Drive NW Ramsey, MN 55303	Phone: (763) 427-1410 Fax: (763) 427-5543
Project Name: CSAH 83 & 147th (Change Order 5)	Bid Number: 12-093
Project Location: COR 2, Ramsey, MN	Bid Date: 10/17/2012

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	\$3,500.00	\$3,500.00
2	Remove Existing Sanitary Sewer Stub	9.00	LF	\$9.00	\$81.00
3	Dewatering	1.00	LS	\$8,800.00	\$8,800.00
4	12" RC Pipe Storm Design CL IV	160.00	LF	\$28.15	\$4,504.00
5	15" RC Pipe Storm Design CL IV	31.00	LF	\$30.10	\$933.10
6	18" RC Pipe Storm Design CL IV	194.00	LF	\$30.95	\$6,004.30
7	21" RC Pipe Storm Design CL IV	156.00	LF	\$33.25	\$5,187.00
8	10" PVC Storm	53.00	LF	\$26.65	\$1,412.45
9	Storm Sewer Bulkhead	3.00	EACH	\$675.00	\$2,025.00
10	Connect To Existing Sanitary Sewer	1.00	EACH	\$660.00	\$660.00
11	Connect To Existing Storm Sewer	2.00	EACH	\$1,505.00	\$3,010.00
12	8" PVC Pipe Sewer	248.00	LF	\$28.75	\$7,130.00
13	6" PVC Pipe Sewer	68.00	LF	\$26.75	\$1,819.00
14	Connect To Existing Watermain	2.00	EACH	\$895.00	\$1,790.00
15	Install Plug	2.00	EACH	\$260.00	\$520.00
16	8" Gate Valve	3.00	EACH	\$2,265.00	\$6,795.00
17	8" DIP Watermain Class 52	429.00	LF	\$43.65	\$18,725.85
18	DIP Fittings	380.00	LB	\$6.35	\$2,413.00
19	8" PVC Pipe Plug (Sanitary)	2.00	EACH	\$195.00	\$390.00
20	10" PVC Pipe Plug (Storm)	1.00	EACH	\$235.00	\$235.00
21	Const Drainage Structure Type 2x3 Box	1.00	EACH	\$1,450.00	\$1,450.00
22	Const Drainage Structure Special (Nyoplast Inlet)	1.00	EACH	\$785.00	\$785.00
23	Const Drainage Structure Type F	1.00	EACH	\$1,150.00	\$1,150.00
24	Const Drainage Structure Design 48-4020	3.00	EACH	\$1,225.00	\$3,675.00
25	Furnish & Install Casting Assembly (Storm Sewer)	7.00	EACH	\$615.00	\$4,305.00
26	Furnish & Install Casting Assembly (Sanitary Sewer)	3.00	EACH	\$415.00	\$1,245.00
27	48" Sanitary Manhole	3.00	EACH	\$2,550.00	\$7,650.00
28	48" Excess Depth Manhole	7.20	LF	\$405.00	\$2,916.00
29	Storm Drain Inlet Protection	6.00	EACH	\$140.00	\$840.00

Total Bid Price: \$99,950.70

Notes:

- Addenda Acknowledged: None
- Price does not include: Clearing & Grubbing; Site Surveying; Soil Testing; Gravel or Bituminous; Concrete Curb & Gutter; Sidewalks, Landscaping, Lighting, Building or Structure Demolition; Hidden or Buried Debris; Hazardous Materials Removal; Street Sweeping; Import and/or Export of Dirt; Site Utilities other than those listed above; Permits; Moving of Small Utilities; Any Subsoil Corrections or Trench Borrow; Traffic Control; Seed & Mulch; Silt Fence; Outside Drops
- Pricing is based on the engineer(s) plans dated:
- Proposal is valid for a period of 30 days from date of proposal.



**NORTH PINE
AGGREGATE INC.**


14551 Lake Drive | Forest Lake, MN 55025 | 651.464.6802

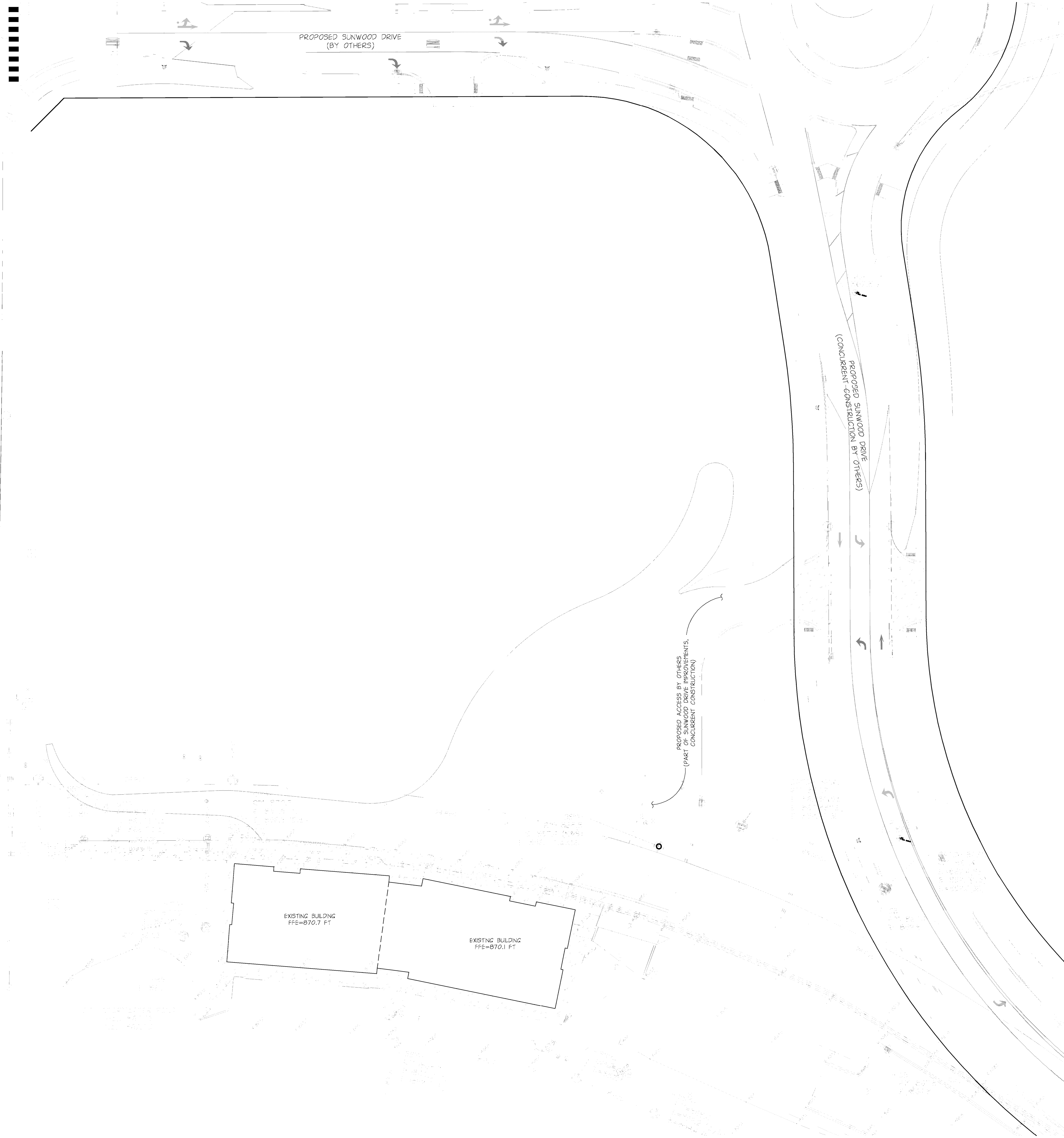
To: City Of Ramsey	Contact: Shane Nelson
Address: 7550 Sunwood Drive NW Ramsey, MN 55303	Phone: (763) 427-1410 Fax: (763) 427-5543
Project Name: CSAH 83 & 147th (Change Order 5)	Bid Number: 12-093
Project Location: COR 2, Ramsey, MN	Bid Date: 10/17/2012

- This proposal assumes an average topsoil depth of 1.0 foot.
- Any delays due to incomplete surveying or improper surveying could result in additional charges.
- Price does not include lowering/moving small utilities. If there are utilities not properly represented on plans, price is subject to change.
- All grading needs to be verified by civil engineer as grading is completed. North Pine Aggregate is not responsible for anything not to grade after utilities are installed.

Payment Terms:

Net due upon receipt of billing. A 1.5% per month service charge will be assessed on unpaid balance.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: North Pine Aggregate, Inc.</p> <p>Authorized Signature:  _____</p> <p>Estimator: Keith Herman</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



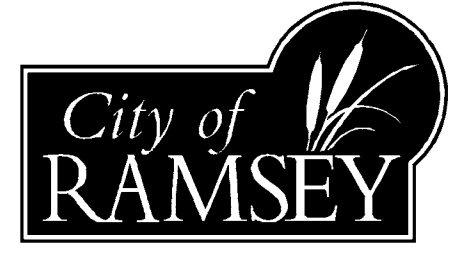
EXISTING CONDITIONS

BACKGROUND INFORMATION SHOWN IS FROM SURVEY BY LANDFORM, MINNEAPOLIS, MN. EXPRESSLY FOR THIS PROJECT, CITY OF RAMSEY, MN RECORD DRAWINGS, AND UTILITY SERVICE PROVIDERS. LANDFORM OFFERS NO WARRANTY, EXPRESSED OR WRITTEN, FOR INFORMATION PROVIDED BY OTHERS. EXISTING PROJECT CONDITIONS SHALL BE VERIFIED PRIOR TO BEGINNING CONSTRUCTION. ERRORS, INCONSISTENCIES, OR OMISSIONS DISCOVERED SHALL BE REPORTED TO THE ENGINEER.

DEVELOPER

RAMSEY HRA
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
TEL: (763) 427-1410 - FAX: (763) 427-5543

MUNICIPALITY



PROJECT

**SUNWOOD RETAIL
COR TWO
RAMSEY, MINNESOTA**

SHEET INDEX

SHEET	TITLE
C0.1	CVL TITLE SHEET
C1.1	EXISTING CONDITIONS
C2.1	PRELIMINARY SITE PLAN
C3.1	GRADING, DRAINAGE, PAVING & EROSION CONTROL
C4.1	UTILITIES

REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	REVISION	REVIEW
08 JUL 2012	PRELIMINARY SITE PLAN SUBMITTAL	CWC
29 JUL 2012	PRELIMINARY SITE PLAN SUBMITTAL	CWC
07 SEP 2012	WATERSHED SUBMITTAL	SES

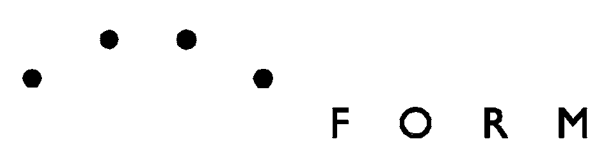
PROJECT MANAGER REVIEW

BY	DATE
	08.07.2012

CERTIFICATION

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**WATERSHED SUBMITTAL
SEPTEMBER 7, 2012**

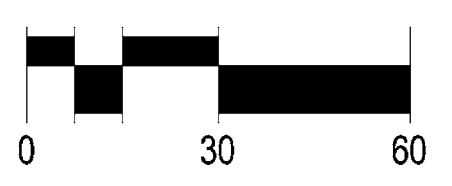
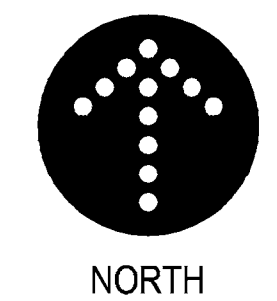


From Site to Finish

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Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net



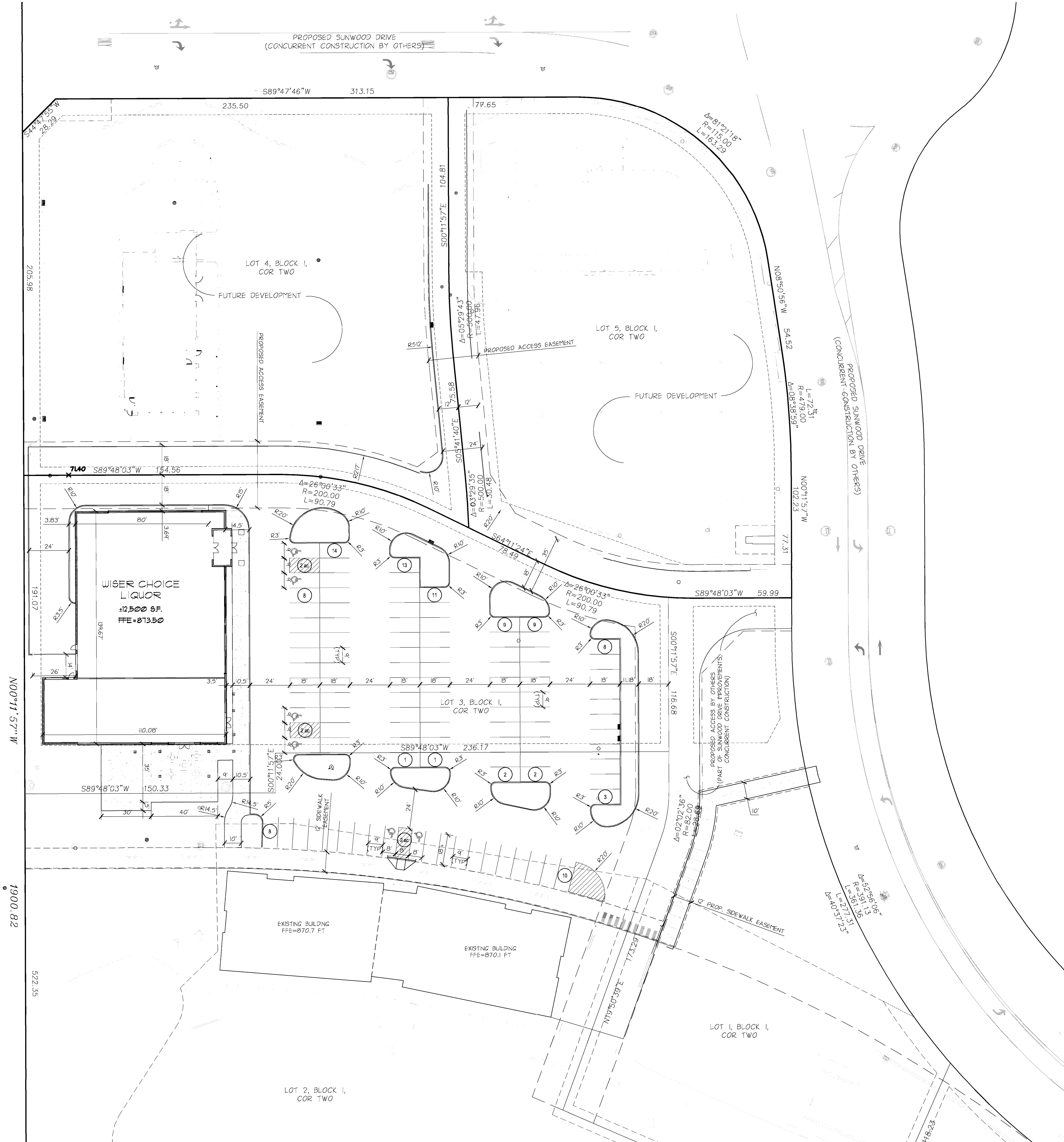
Know what's Below.
Call before you dig.



FILE NAME C:\101RAM\025.DWG
PROJECT NO RAM12025

EXISTING CONDITIONS

C1.1



SITE PLAN NOTES

- OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WITHIN OR USE OF, PUBLIC RIGHT-OF-WAY.
- THE DIGITAL FILE, WHICH CAN BE OBTAINED FROM THE ENGINEER, SHALL BE USED FOR STAKING. DISCREPANCIES BETWEEN THE DRAWINGS AND THE DIGITAL FILE SHALL BE REPORTED TO THE ENGINEER. THE BUILDING FOOTPRINT, AS SHOWN ON THESE DRAWINGS, AND THE DIGITAL FILE, SHALL BE COMPARED TO THE STRUCTURAL DRAWINGS PRIOR TO STAKING.
- BUILDING LAYOUT ANGLES ARE PARALLEL WITH OR PERPENDICULAR TO THE PROPERTY LINE AT THE LOCATION INDICATED.
- DIMENSIONS SHOWN ARE TO FACE OF CURB AND EXTERIOR FACE OF BUILDING UNLESS NOTED OTHERWISE.
- DELINEATE PARKING STALLS WITH A 4-INCH WIDE WHITE/YELLOW PAINTED STRIPE. DELINEATE ACCESS AISLES WITH 4-INCH WIDE WHITE/YELLOW PAINTED STRIPES 18 INCHES ON CENTER AND AT 45 DEGREE ANGLE TO DIRECTION OF TRAVEL.
- TRASH/RECYCLING AREAS: SEE ARCHITECTURAL DRAWINGS.

GREEN SPACE (LANDSCAPE AREA)

PARKING SUMMARY

PROVIDED ADDITIONAL PARKING LOT 1:

ADDITIONAL STANDARD STALLS (9x18)	27 EA.
ADDITIONAL ACCESSIBLE STALLS (8x18)	2 EA.
TOTAL ADDITIONAL PARKING STALLS PROVIDED	29 EA.

REQUIRED PARKING LOT 3:

ONE STALL PER 200 SF OF BUILDING
 13,570 SF TOTAL
 13,570 SF / 200 = 68 STALLS

TOTAL PARKING STALLS REQUIRED: 51 EA.

PROVIDED PARKING LOT 3:

STANDARD STALLS (9x18)	72 EA.
ACCESSIBLE STALLS (8x18)	4 EA.
TOTAL PARKING STALLS PROVIDED	76 EA.

AREA SUMMARY

EXISTING LOT 3:

PERVIOUS	58,827 S.F.	98.0%
IMPERVIOUS	1187 S.F.	2.0%
TOTAL (1.38 Ac)	60,014 S.F.	100.0%

PROPOSED LOT 3:

PERVIOUS	4,933 S.F.	8.2%
IMPERVIOUS	55,081 S.F.	91.8%
TOTAL (1.38 Ac)	60,014 S.F.	100.0%

ZONING AND PARKING SUMMARY

THE PROPERTY IS ZONED COR2, COMMERCIAL

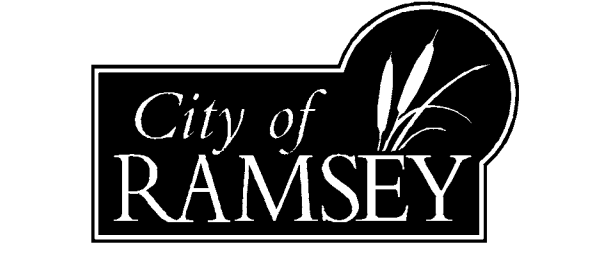
BUILDING SETBACK INFORMATION IS AS FOLLOWS:
 FRONT YARD = 0-5 FT.
 REAR = 0 FT.
 SIDE = 0 FT.

LOT COVERAGE INFORMATION IS AS FOLLOWS:
 LOT AREA MINIMUM = NONE
 LOT WIDTH MINIMUM = 80 FT.

DEVELOPER

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MUNICIPALITY



PROJECT

**SUNWOOD RETAIL
 COR TWO
 RAMSEY, MINNESOTA**

SHEET INDEX

SHEET	TITLE
C01	CIVIL TITLE SHEET
C11	EXISTING CONDITIONS
C21	PRELIMINARY SITE PLAN
C31	GRADING, DRAINAGE, PAVING & EROSION CONTROL
C41	UTILITIES

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DATE	REVISION	REVIEW
08 JUL 2012	PRELIMINARY SITE PLAN SUBMITTAL	CWC
29 JUL 2012	PRELIMINARY SITE PLAN SUBMITTAL	CWC
7 SEP 2012	WATERSHED SUBMITTAL	SES

PROJECT MANAGER REVIEW

BY: [Signature] DATE: 08.02.2012

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**WATERSHED SUBMITTAL
 SEPTEMBER 7, 2012**

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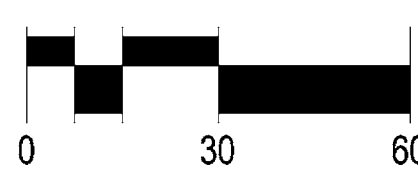
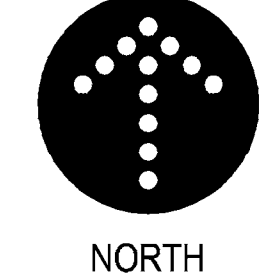
FILE NAME: C201RAM025.DWG
 PROJECT NO: RAM12025

PRELIMINARY SITE PLAN

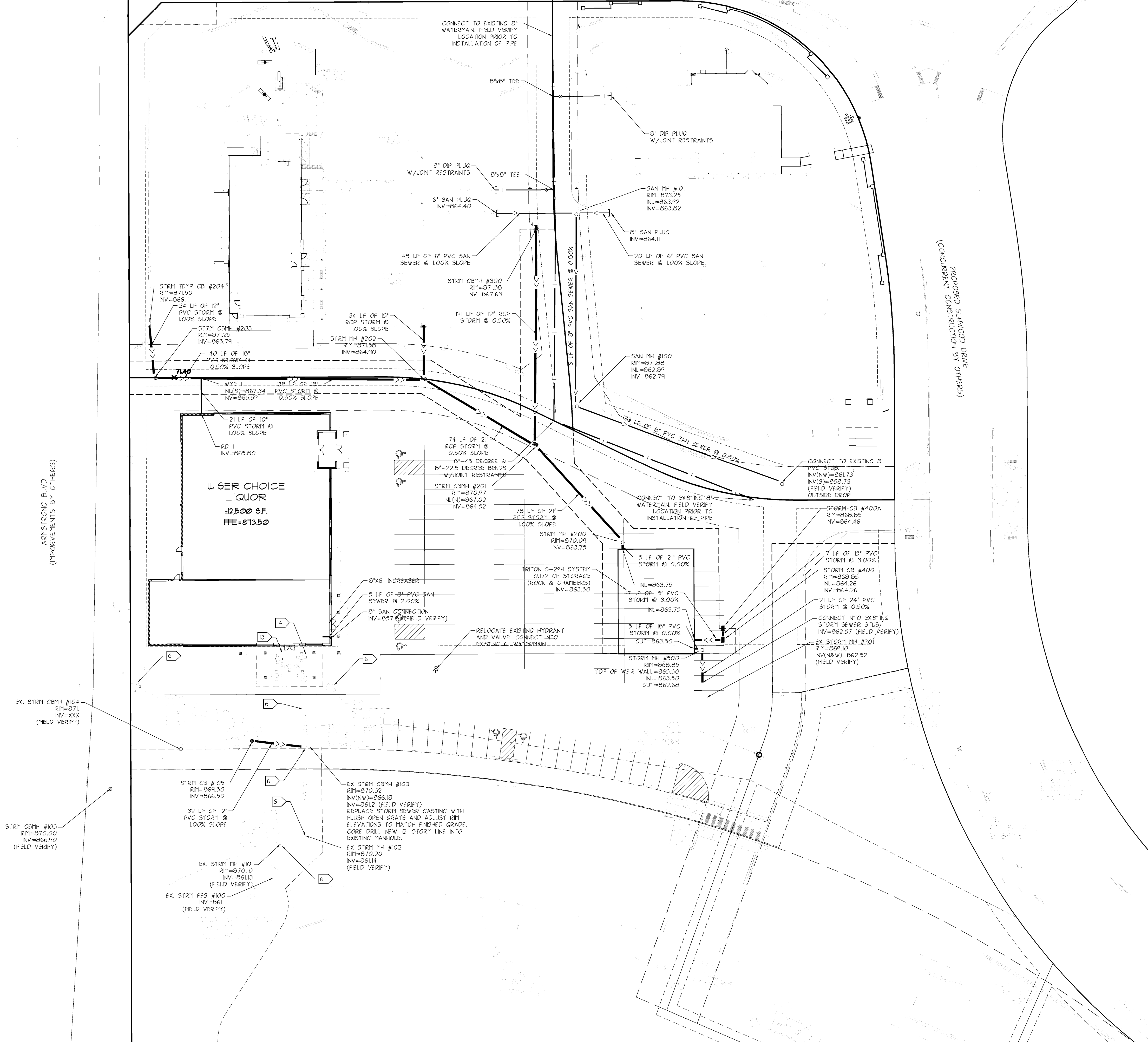
C2.1



Know what's Below.
 Call before you dig.



PROPOSED SUNWOOD DRIVE
(CONCURRENT CONSTRUCTION BY OTHERS)



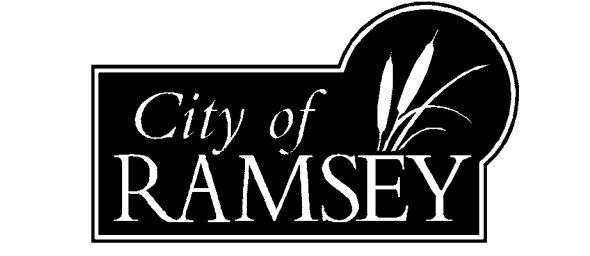
UTILITY NOTES

- PIPE MATERIALS
WATERMAN DP CLASS 52
SANITARY SEWER PVC SDR 35
STORM SEWER RCP CLASS 5
GREASE TRAP SERVICE PVC SCHEDULE 40
- CONTACT UTILITY SERVICE PROVIDERS FOR FIELD LOCATION OF SERVICES 72 HOURS PRIOR TO BEGINNING.
- COORDINATE WITH PRIVATE UTILITIES TO PROVIDE ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICES TO BUILDING.
- PROVIDE MEANS AND MEASURES TO PROTECT ADJACENT PROPERTY FROM DAMAGE DURING UTILITY INSTALLATION.
- PIPE LENGTHS SHOWN ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE OR END OF END SECTION.
- ADJUST STRUCTURES TO FINAL GRADE WHERE DISTURBED. COMPLY WITH REQUIREMENTS OF UTILITY. MEET REQUIREMENTS FOR TRAFFIC LOADING IN PAVED AREAS.
- INSTALL TRACER WIRE WITH UTILITIES WITHIN THE PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- CONNECT TO CITY UTILITIES IN ACCORDANCE WITH CITY OF RAMSEY STANDARDS.
- CONTACT CITY OF RAMSEY FOR WET TAP INSPECTION.
- MANTAIN 7.5 FEET OF COVER ON WATER.
- DEFLECT WATER TO MAINTAIN 18-INCH MINIMUM OUTSIDE SEPARATION AT SEWER CROSSINGS. CENTER PIPE LENGTHS TO PROVIDE GREATEST SEPARATION BETWEEN JOINTS.
- CONTACT CITY OF RAMSEY BUILDING DEPARTMENT, FOR FLUSHING AND PRESSURE TEST INSPECTIONS.
- BRING WATER AND SEWER SERVICES INTO BUILDING PER MECHANICAL DRAWINGS. JOIN AND ROUTE BUILDING STORM DRAINS AND CONNECT TO STORM SEWER STUB.
- CONNECT TO DOWNSPOUT WITH TRANSITION TO 6-INCH PVC AND ROUTE TO STORM SEWER STUB.
- THE CONTRACTOR IS REQUIRED TO OBTAIN THE APPROPRIATE PERMIT FOR THE TAP AND IF DEWATERING IS REQUIRED TO COMPLETE ANY WORK. THE CITY NEEDS TO REVIEW EACH PERMIT PRIOR TO IMPLEMENTATION.

DEVELOPER

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MUNICIPALITY



PROJECT

**SUNWOOD RETAIL
COR TWO
RAMSEY, MINNESOTA**

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PROJECT MANAGER REVIEW

BY/REV	DATE
	08/02/2012

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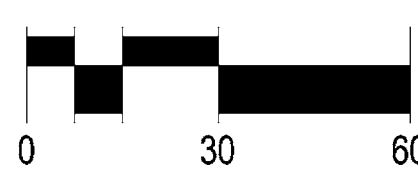
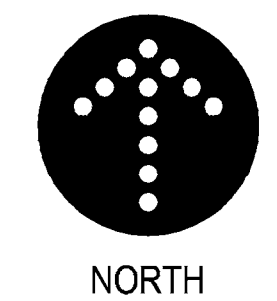
FILE NAME C401RAM025.DWG
PROJECT NO. RAM12025

UTILITIES

C4.1



Know what's Below.
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CC Work Session

3. 1.

Meeting Date: 10/23/2012

By: Jo Thieling, Administrative Services

Title:

Review Future Work Session Topics/Calendar

Background:

Attached is a list of future work session topics.

Funding Source:

N/A

Council Action:

For review purposes - no formal action necessary.

Attachments

Future Topics

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/18/2012 11:43 AM
Jo Thieling (Originator)	Jo Thieling	10/18/2012 12:37 PM
Kurt Ulrich	Jo Thieling	10/18/2012 12:37 PM
Form Started By: Jo Thieling		Started On: 10/18/2012 11:15 AM
	Final Approval Date: 10/18/2012	

Please Note: This document is a Draft Working Document. Any and/or all items are subject to change. The Schedule listed is Tentative

**Future Topics – Tentative Calendar
2012**

Month	Date	<u>CC Work Session</u> Topics for Discussion
November/December		<ul style="list-style-type: none"> • Review the Inventory and Rental Rates of Equipment and Facilities (KU) • Review Business Retention Program (PB) • Review Policy and/or Statutory Requirements w/re to Met Council Policy re RALF Lease Revenue (KU) • Review Inventory and Prioritize High Priority Programs and Services (KU) • Review Feedback from Key Stakeholders (Image and Success of Ramsey) (KU) • Update on Exploration of partnerships for Trail Grants and Funding (MR) • Lot Combination Policy (TG) • Volunteer Recognition Program (MR)
Month	Date	<u>HRA</u> Cases for Discussion
November		<ul style="list-style-type: none"> • Review COR Dashboard
December		<ul style="list-style-type: none"> • Review Center Street Project Schedule
Month	Date	<u>FINANCE</u> Cases for Discussion – None Scheduled
Month	Date	<u>PERSONNEL</u> Cases for Discussion – None Scheduled
Month	Date	<u>PUBLIC WORKS</u> Cases for Discussion
November		<ul style="list-style-type: none"> • Review Project Management issues (e.g. 151st & 167th Projects) • Review Different Forms of Correspondence to Residents from Project Development through Project Completion (Public Improvements) (Eng) • Discuss/Update Highway #47 Alignment through Anoka Study – discuss participation • Stop Light Timing at Hwy 47 & Bunker/Sunfish and Hwy 10/Sunfish and Alpine <i>(may discuss triggers on right turn lane when shared with straight ahead – delay?)</i> Others? <i>Also left turn signals vs yellow flashing left turn signals or yield on green to turn left – Bunker & Ramsey – Sunfish and Ramsey – others . . .</i>(KU) • Reconfiguration of and Additional Lanes at 47 and Bunker (KU) • Review History of Private Street West of Highway #47/Bunker (behind SA) (Eng)
December		<ul style="list-style-type: none"> • Review Post Construction Customer Satisfaction Survey (Public Improvements (Engineering)) • Review History of Private Street West of Highway #47/Bunker (behind SA) (Engineering) • Review Project Management Issues (e.g. 151st & 167th Projects)
Month	Date	<u>PARK & REC</u> Cases for Discussion
Month	Date	<u>PLANNING</u> Cases for Discussion

November		<ul style="list-style-type: none"> Consider Additional Commercial Nodes (167/48 and Armstrong/181st) Review of Scope Process (Following Comp S/W Plan Update) (TG)
Month	Date	<u>EDA</u> Cases for Discussion
November		<ul style="list-style-type: none"> Review List of Key Stakeholders in the Image and Success of Ramsey (KU)