



## *City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Chris Jenkins, Parks & Recreation Director**  
**Date: September 18, 2023**  
**Item: Hwy 55 Trail Reconstruction**

**Council Action Requested:**

Approve contracts for Hwy 55 trail reconstruction and budget adjustment for a fully fund the project.

**Background Information:**

The Hwy 55 trail, running east and west from Spring Street to the Hastings Middle School is in very poor shape and was identified in the 2023 budget for a reconstruction project.

We engaged WSB for the design and engineering services for this trail, and recently received four (4) competitive bids ranging between \$278,247.50 and \$445,100.00 to complete this project.

After review of the bids, a meeting with WSB, and coordinating some project changes with the contractor, the total construction cost, with 5% contingency, survey & staking, materials testing and construction administration and inspection for this trail work is \$302,323.00, with McNamara Construction being the low bidder.

The cost overrun is due to traffic control requirements for Hwy 55, patching and concrete work related to the pedestrian ramps, which are not currently compliant with our ADA pedestrian ramp plan, and survey, staking, testing and construction administration and inspection. Our staff estimated cost did not include enough funding for these portions of the project.

Staff recommendation is to:

1. Approve the project and contract **as bid**, with McNamara Contracting with a cost of \$278,247.50. This contract price will be modified via change order to a contract price of \$234,677.50 after the original contract is awarded.
2. Approve the contract with WSB as attached to provide survey, staking, materials testing, inspections, construction administration in the not to exceed amount of \$31, 240.00.

**Financial Impact:**

The 2023 budgeted project was projected at \$259,050.00, which is not sufficient to complete the project as well as pay for the design and engineering costs already incurred. The total project cost, with a 5% construction contingency is \$302,323.00, a budget adjustment of \$43,273.00 is necessary to complete this project, and Park Dedication Funds is an appropriate source of funding for this trail work.

**Advisory Commission Discussion:**

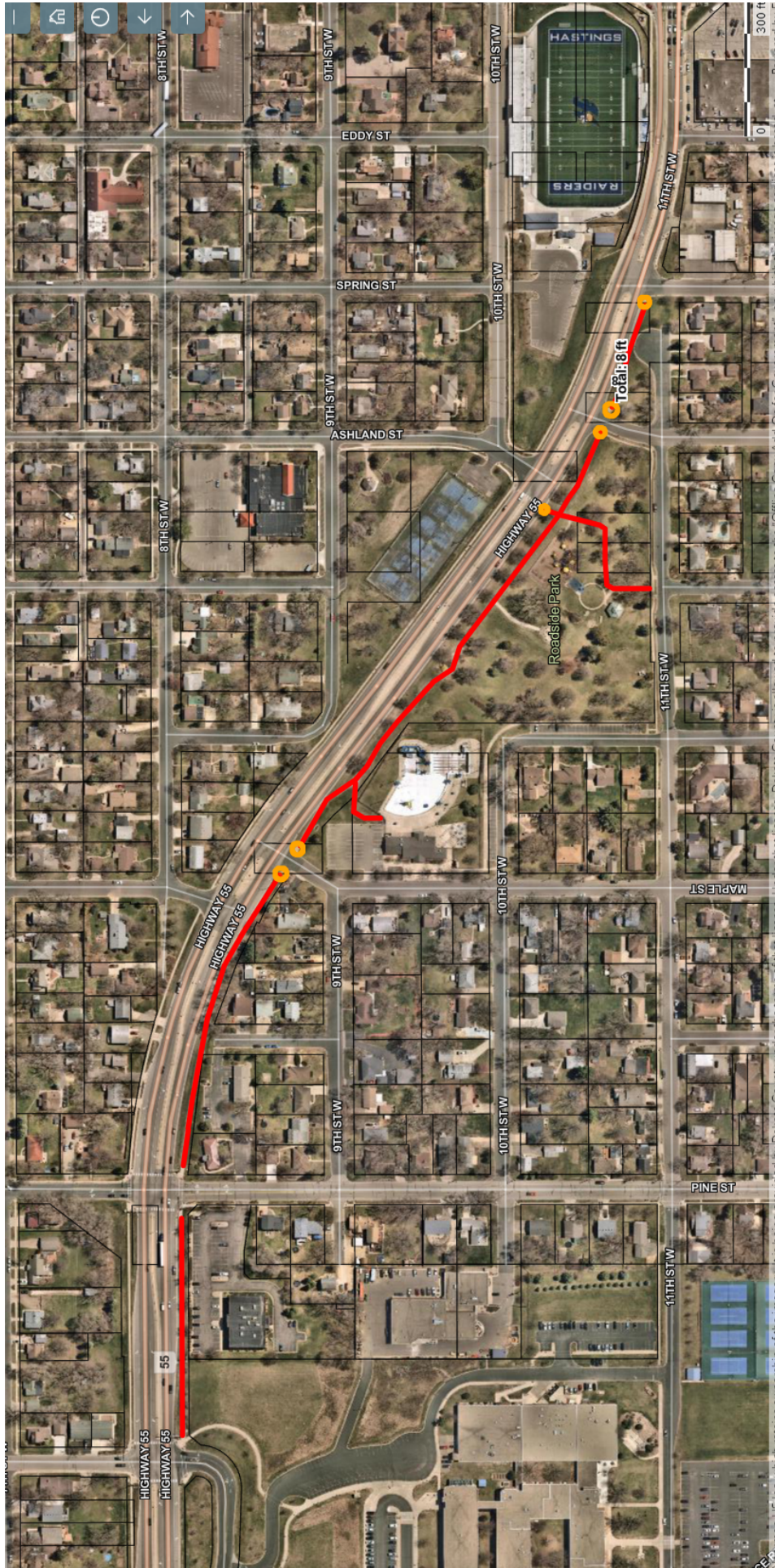
None

**Council Committee Discussion:**

None

**Attachments:**

- Project map
- Bid Tabulation
- Recommendation of award
- WSB Contract



## BID TABULATION SUMMARY

**PROJECT:**  
HWY 55 Bituminous Walk Reconstruction Project

**OWNER:**  
City of Hastings, MN

**WSB PROJECT NO.:**  
022687-000

**Bids Opened: Wednesday, August 30, 2023 @ 11:00 am**

Contractor	Bid Security (5%)	Total Bid
1 McNamara Contracting	X	\$278,247.50
2 New Look Contracting, Inc.	X	\$282,801.00
3 Max Steininger, Inc.	X	\$323,790.90
4 Urban Companies	X	\$445,100.40
Engineer's Opinion of Cost		\$280,557.50

I hereby certify that this is a true and correct tabulation of the bids as received on August 30, 2023.

  
 Justin Messner, Director of Municipal Operations

Denotes corrected figure



August 30, 2023

Honorable Mayor and City Council  
City of Hastings  
101 4<sup>th</sup> Street East  
Hastings, MN 55033

Re: HWY 55 Bituminous Walk Reconstruction Project  
City of Hastings, MN  
WSB Project No. 022687-000

Dear Mayor and Council Members:

Bids were received for the above-referenced project on Wednesday, August 30, 2023, and were opened and read aloud. Four bids were received. The bids were checked for mathematical accuracy. Please find enclosed the bid summary indicating the low bid as submitted by McNamara Contracting, Rosemount, Minnesota in the amount of \$278,247.50. The Engineer's Estimate was \$280,557.50.

We recommend that the City Council consider these bids and award a contract in the amount of \$278,247.50 to McNamara Contracting based on the results of the bids received.

Sincerely,

WSB



Justin Messner, PE  
Director of Municipal Operations

Attachments

kkp



A PROPOSAL FOR

# Hastings HWY 55 Trail Reconstruction Project

FOR THE CITY OF HASTINGS

September 7, 2023

Mr. Chris Jenkins  
Parks and Recreation Director  
City of Hastings  
920 West 10<sup>th</sup> Street  
Hastings, MN 55033

Re: Proposal to Provide Professional Services for  
Hastings HWY 55 Trail Reconstruction Project

Dear Mr. Jenkins:

On behalf of WSB & Associates, Inc., we are excited to submit this proposal to provide Professional Services for the City of Hastings HWY 55 Trail Reconstruction Project. Our firm has the experience and the expertise necessary to meet the City's trail reconstruction needs. WSB is a full-service design and consulting firm that can provide the City of Hastings with all the necessary professional services – construction survey and staking, material testing, and contract administration and inspection to deliver a successful project.

Enclosed you will find a proposal to complete the tasks associated with the Hastings HWY 55 Trail Reconstruction Project. The proposal includes an hourly breakdown to complete each of the tasks associated with the project. The terms of this proposal shall remain valid for the duration of the project.

Thank you for the opportunity to submit a proposal on this project. If you have questions about the content of this proposal, please feel to reach out at [jmessner@wsbeng.com](mailto:jmessner@wsbeng.com) or 612.388.9652.

Sincerely,

WSB



Justin Messner, PE  
Director of Municipal Operations

Attachment – Project Budget Worksheet

## PROJECT UNDERSTANDING

WSB LLC. (WSB) has prepared plans and specifications for the HWY 55 Trail Reconstruction Project. The City of Hastings has requested a proposal for construction survey and staking, material testing, and contract administration and inspection.

Based on our extensive expertise with similar projects and our project understanding, we are confident about successfully and professionally undertaking this project.

## PROJECT APPROACH/SCOPE OF SERVICES

WSB's project scope and proposed work plan are based on our understanding of the mission as previously described. To complete the project, we propose the following scope of services:

### Task 1: Construction Survey and Staking

WSB will provide a National Society of Professional Surveyors, Certified Survey Technician and Survey Crew Chief with experience performing construction staking on projects of similar size. Our survey crew will perform construction staking for the duration of the contract, in response to the contractor's needs. They will provide construction staking services to assure accurate and quality workflow in a timely manner to maintain the project's schedule. All our survey personnel are experienced in utilizing Trimble GPS equipment and Trimble Robotic Total Stations to ensure accurate and efficient staking procedures. They will utilize the full capabilities of their equipment for the use of detailed proposed surfaces for construction staking, allowing them to effectively respond to all project needs. All of our staff have performed numerous contractors staking projects on behalf of local, state, and government agencies, as well as Contractors.

### Task 2: Construction Material Testing

WSB's Construction Materials Testing (CMT) Group has more than four decades of experience providing construction materials testing on roadway improvement projects throughout the state on behalf of local, county, and state agencies, including state-aid and federally funded projects. With our new state-of-the-art, accredited materials testing lab, located in Burnsville, we perform both quality control and quality assurance testing for timely and accurate testing results. WSB has a strong commitment to technical excellence, by maintaining our certifications and upholding safe work practices. All of our training, testing, and reporting are completed in accordance with industry standards and follow national published standards such as ASTM, IBC, ICC, AASHTO, MnDOT, ACI, and OSHA. With more than 70 MnDOT certified inspectors and material testers, we can not only meet the demands of every project but have the expertise to ensure quality results. As an example of our expertise, WSB serves as instructors for several MnDOT Certification classes which teach the standards and processes for material testing.

We understand that infrastructure is only as sound as the materials used to build it. Our WSB Laboratory is accredited by AASHTO resource, formerly known as AASHTO Materials Reference Laboratory (AMRL), and USACE Validated. WSB offers hundreds of various test capabilities on soils, aggregates, bituminous, concrete, masonry and a variety of other construction related materials. By achieving this accolade from AASHTO resource, we have met the high standards for quality, experience, performance, and documentation set forth by this nationally recognized organization, and with this, we provide the tools necessary to maximize the value and life expectancy of your investment.

### Task 3: Construction Administration and Inspection

This will include correspondence with the contractor regarding project contract items, preparation of partial and final pay estimates, weekly project updates to the Owner's representative, lead weekly construction meetings and general coordination with Owner's representative regarding project items and progress. This task also includes preparation of an agenda and conducting the preconstruction meeting. WSB will send out weekly emails for construction updates to keep stakeholders informed.



WSB will provide the City of Hastings with part-time construction observation with (20 hours per week) one sole observer for the project. We propose that the contract requires completion of the project within 3 weeks required for observation services. It is assumed that the project areas will be completed concurrently with each contractor/subcontractor sequencing their work from one area to the other. It is assumed that only one observer will be needed to observe the critical components of the project such as trail paving and pedestrian ramp construction.

WSB will also perform the necessary erosion and sediment control compliance inspections for the project required by the MPCA NPDES requirements.

### **SCHEDULE**

WSB will begin work immediately upon receiving your Notice to Proceed. WSB proposes to schedule a preconstruction meeting with the Contractor the week of September 18<sup>th</sup> with construction to begin following final approval of the MnDOT permitting. Final construction completion is identified for October 2023.

### **PROPOSED FEE**

WSB will provide the services as outlined in Project Approach / Scope of Services. Our budget was developed based on our understanding of the scope and experience with similar types of projects. The following is a summary of the costs for each phase of the project:

<b>Task</b>	<b>Description</b>	<b>Fee</b>
1	Construction Survey Staking	\$8,138
2	Construction Materials Testing	\$8,738
3	Construction Administration and Inspection	<u>\$14,364</u>
	<b>Total</b>	<b>\$31,240</b>

We propose to conduct the work listed above on an hourly basis for an estimated total fee of **\$31,240**.

We will review our progress weekly and will not exceed this amount without your prior approval should the scope of the project change.

If this proposal is acceptable, please execute the signature block below and return as our authorization to proceed. If you agree with the terms of this proposal, WSB will draft a Professional Services Agreement for this project for execution by both parties.

### **ACCEPTED BY: CITY OF HASTINGS, MN**

**Signature:** \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

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



**Estimate of Cost**  
**City of Hastings, Minnesota**  
**Professional Engineering Services**  
**Hastings HWY 55 Trail Reconstruction Project**

Task Description	Senior Project Manager	Project Engineer	Construction Inspection	Environmental Compliance Inspection	Administrative	Two-Person Survey Crew	Survey Coordination	Total Hours	Cost
	<i>Justin Messner</i>	<i>Katie Koscielak</i>							
<b>1 Construction Survey and Staking</b>									
1.1 Field Staking						32		32	\$7,520.00
1.2 Office Survey							3	3	\$618.00
<b>Task 1 Total Estimated Hours and Fee</b>						<b>32</b>	<b>3</b>	<b>35</b>	<b>\$8,138.00</b>
<b>2 Construction Materials Testing</b>									
2.1 Material Testing				\$8,737.50				8738	\$8,737.50
<b>Task 2 Total Estimated Hours and Fee</b>									<b>\$8,737.50</b>
<b>3 Construction Administration and Inspection</b>									
3.1 Project Management	4	12						16	\$2,812.00
3.2 Contract Administration	4	12	10		4			30	\$4,312.00
3.3 Construction Inspection		4	60					64	\$6,760.00
3.5 Environmental Compliance				4				4	\$480.00
<b>Task 2 Total Estimated Hours and Fee</b>	<b>8</b>	<b>28</b>	<b>70</b>	<b>4</b>	<b>4</b>			<b>114</b>	<b>\$14,364.00</b>
<b>Total Estimated Hours</b>	<b>8</b>	<b>28</b>	<b>70</b>	<b>4</b>	<b>4</b>	<b>32</b>	<b>3</b>	<b>149</b>	<b>\$31,239.50</b>
<b>Average Hourly Billing Rate</b>	223.00	160.00	102.00	120.00	120.00	235.00	206.00		
<b>TOTAL PROJECT COST</b>									<b>\$31,239.50</b>



Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

IX-01

1. *Substantial Completion:* Contractor shall pay Owner liquidated damages in accordance with MnDOT Table 1807-1 for each Calendar Day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner liquidated damages in accordance with MnDOT Table 1807-1 for each Calendar Day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion and final completion are not additive and will not be imposed concurrently.

## ARTICLE - 5 CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. *Contract Price:* \_\_\_\_\_ and XX/100 Dollars (\$ \_\_\_\_\_)  
Base Bid and Alternate(s) No. \_\_\_ subject to adjustment based on the provisions of the Contract.
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- C. The Contractor's Bid, attached hereto as an exhibit, provides the basis for the extended prices for the Unit Price Work.

## ARTICLE - 6 PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 95 percent of Work completed (with the balance being retainage).
    - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Contractor shall submit to the Engineer an Application for Payment for the retainage amount less the following amounts:
- 1. 250 percent of the anticipated cost to complete the punch list items; and
  - 2. the greater of \$500 or 1 percent of the Contract price to ensure delivery of final paperwork which includes, but is not limited to operation manuals, payroll documents for projects subject to prevailing wage requirements, and the IC134 form.

The Owner, upon certification from the Engineer, shall make payment of any undisputed amounts within 30 days of receipt of the Application for Payment.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

#### 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or at any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

#### 6.05 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 1.5 percent per month.

## **ARTICLE - 7 CONTRACT DOCUMENTS**

#### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the Project Manual.
  - 6. Drawings (not attached but incorporated by reference) consisting of \_\_\_ sheets with each sheet bearing the following general title: \_\_\_, dated \_\_\_.



7. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. Completed Bid Form.
    - b. Non-Collusion Affidavit.
    - c. Responsible Contractor Verification and Certification of Compliance Form.
  9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Maintenance Bond.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE - 8 REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce the Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings; and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, IX-01 within the Contract Times, and in accordance with the other terms and conditions the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. The provisions of MINN. STAT. 16C.285 Responsible Contractor are imposed as a requirement of this Contract. This Contract may be terminated by the Owner at any time upon discovery by the Owner that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in the Statute.
- B. The provisions of MINN. STAT. 471.425, subdivision 4a. are imposed as a requirement of this Contract.
  1. Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineer's Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).IX-01

Owner:

Contractor:

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

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

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

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Designated Representative:

Designated Representative:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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