



STAFF REPORT

DATE: 3-4-2020

REGULAR

TO: City Council
FROM: Ben Prchal, City Planner
AGENDA ITEM: Sunfish Lake Park Trail Request for Proposal (RFP) – Proposal Review
REVIEWED BY: Kristina Handt, City Administrator
Parks Commission

BACKGROUND:

Over the course of 2018 and 2019 the City actively discussed and ultimately approved the construction of a bike trail plan and an RFP for Sunfish Lake Park (November 5th, 2019). After the project received approval, the RFP was published from December 2019 to January 2020. During that time the City received one bid for review.

ISSUE BEFORE THE PARKS COMMISSION:

Would the City Council like to accept the recommended proposal from Trail Source LLC.?

PROPOSAL DETAILS/ANALYSIS:

The bid that was received to implement the approved trail plan came from Tim Wegner, owner operator of Trail Source. As a side note Tim has been involved with the City regarding trail development in other parks as well. During the review of Reid Park and the High School trail proposal Tim assisted with their trail design. Consequently, that was the same time the City was reviewing Sunfish Park for its viability to acquire trails. Although Tim was the only builder to submit a bid to the City, Staff is inclined to recommend the offer. Tim has visited the park and designed the initial trail layout that was proposed to the City for review. Furthermore, Tim has provided a written response to the RFP which is briefly addressed below. Nonetheless, Staff encourages the Council to review page 4 of the Trail Source response as it lists out the lead workers and their skill sets.

Trail Source History:

- Trail Source has been in business since 2000.
- A member of the Professional Trail Builders Association in 2002.
- Owner served on the American Trails Board for 4 years.
- Served on the Minnesota Off Road Cyclists (MORC) board for 10 years.
- Member of the Minnesota Recreational Trail Users Association for 10 years.
- 10 year International Mountain Bicycling Association (IMBA) volunteer.

The RFP made many references to the IMBA guidelines, Tim's business Trail Source was used as a reference in "IMBA's Guide to Building Sweet Single Track" as a source for IMBA affiliated trail building. Trail Source is also referenced in a blog post on the IMBA website from 2011 ([Click Here](#)). During Tim's time with IMBA he taught school 1-2 times a year for sustainable trail design.

Relevant Projects:

There are many projects listed in the submittal but Staff has chosen to pull out a few for review in the report.

Hillside Park, Elk River – Was experiencing significant erosion issues, Trail Source stepped in to reconstruct the trails which subsequently eliminated the existing erosion issues. Now erosion maintenance no longer remains in focus. A reference letter from the trail manager is attached.

Theodore Wirth Park, Minneapolis – Trail Source built and designed the trail system with coordination from the City Staff. Theodore Wirth Park is actively used by more than just bike riders and is a popular park within the metro area.

Lebanon Hills, Dakota County – Similar to Sunfish Lake Park, Lebanon Hills had existing user groups. The bike trails were designed around the existing walking trails to minimize the impact to the existing users. This park also happens to be one of the most widely used parks in the Metropolitan area. A reference letter from the project manager is attached.

Staff Comments – Staff spoke to Josh Kelly regarding Trail Source. Josh had positive things to say about the trail builder. Stating that Tim has worked with them since 2008, commenting that Tim is a solid contractor who incorporates sustainable trail building techniques into the trail. Sections of the trail were plagued with erosion, to which gravel was brought in periodically to fix the issue. Tim was inevitably allowed to come in and redesign the trails, now there is no issue of erosion.

FISCAL IMPACT (Estimated):

Trail Source submitted a bid for \$111,682.21. This is a favorable bid as it came in \$8,317.8 below the approved expenditure to build the trails.

Trail Source will be providing a two year warranty after construction. Once the warranty period has expired the yearly maintenance cost(s) are not expected to exceed \$2,500.

PARKS COMMISSION AND STAFF RECOMMENDATION:

Parks Commission:

The Parks Commission reviewed the proposal and voted for approval by a 5-0 vote. There were quite a few questions from the Commission which Tim Wegner was able to answer. With many of the questions being specific to how the trial would be built, Staff did not have much to say beyond the report.

Staff Comment:

At this time, and although only one bid was received, Staff is confident that Trail Source will provide strong value to the City throughout the build and would not have any reservations accepting Trail Source as the contractor.

“Motion to approve Resolution 2020-024 which approves a contract between The City of Lake Elmo and Trail Source LLC. For the construction of trails within Sunfish Lake Park”

ATTACHMENTS:

Advertised RFP *(Staff removed pages 22-32 to reduce the document size)*

RFP Submittal Response

Lebanon Hills Reference Letter

Hillside Trail Reference Letter

Resolution Awarding Contract

Contract



February 12, 2020

Letter of Recommendation

Capital Projects

Dakota County
Administration Center
1590 Highway 55
Hastings, MN 55033

For: Trail Source
13282 Derryglenn Ct
Rosemount, MN 55068

Mr. Prchal,

I understand that Trail Source has an opportunity to help Lake Elmo with a trail building project and I want to speak up on their behalf. My perspective on Trail Source has been informed by eleven years of experience with them working for Dakota County Facilities Management and Parks Departments. I am pleased to provide a letter of recommendation for Trail Source, builder of recreational trails and boardwalks.

Over the past eleven years Trail Source has been the go to resource for trail development and trail rehabilitation for Dakota County. Time and again Trail Source went above and beyond to provide superior craftsmanship and increased sustainability for the trails in our parks, both hiking and mountain biking. Trail Source always employs their experience with sustainable trail Best Management Practices (BMP) to find the best solutions for any project, either new trails or rehabilitation of failing existing trails.

One project I am particularly proud of is the rehabilitation of the trail system at Lebanon Hills Regional Park. Trail Source was able to turn a maintenance and erosion nightmare into one for the most used trail systems in the metro. When Trail Source arrived at the site it became immediately clear that they were able to visualize solutions based on what they knew worked. They quickly outlined and implemented an approach which over time has proven to save on staff time and use of tax payer dollars.

The on-site personnel of Trail Source did a great job in keeping the existing parking area and trail operational throughout the project. The project workmanship was excellent, and all issues were addressed in a timely manner.

In summary, Dakota County would not hesitate to recommend the services of Trail Source to you and others and plan to hire them again in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "JK", with a long horizontal line extending to the right.

Josh Kinney, PLA, ASLA

Senior Project Manager – Dakota County Capital Project Management

DAKOTA COUNTY ADMINISTRATION CENTER

1590 Hwy 55 Hastings, MN 55033

952-891-7016 cell – 612-387-6260

651.438.4388
Fax: 651.438.8455
www.co.dakota.mn.us

Sun fish Lake Park Mountain Bike Trail

7.1 Proposal from Trail Source

Names and phone numbers of principal workers involved on this project

Owner Tim Wegner 612-845-1345

Email: twegner50@gmail.com

Company Address: 13282 Derryglenn Ct., Rosemount, MN. 55068

Lead Workers

Hunter Rust 612-289-5708 7 year, 3 years on hand crew 4 years on machine

Joe Conerton 920-273-9391 3 Years 1 year on hand crew 2 years on machine

Robert Polic 715-604-2142 2 years 2 years on machine (5 years as lead at WinMan trail Manitowish Wisconsin)

Jason Malgren 763-355-8924 5 years 2 years on hand crew 3 years on machine

Tim Wegner 612-845-1345 4 years finish team 22 years on machine

Approach and Methodology

Following is a detailed description to the process we use when designing and building a mountain bike trail:

1. Start with meeting with city personnel to identify areas to avoid and areas that need to have special attention in order to protect and preserve. During this meeting we also like to use detailed topographic maps in order to see the fine detail of the area. At this meeting we would work with city personnel to create a rough draft using the detailed topographic maps in order to determine the preliminary preferred routing for this trail.
2. Once the protection areas are identified, we will work with the city personnel to understand the experiential goals that need to be achieved with the design and construction of the trail. The goals will include what the experience of the rider should be for each area of the trail, what the city wants to see for preservation and how we plan to build this trail with minimal disruption to the other users within this park. Other goals during this part of the process are to set a detailed work plan with the city and park personnel, ongoing review of the project, measurement of achievement of goals and coordinating with the City of Lake Elmo.

3. After the trail layout is agreed to on paper, we go into the field and start flagging the design that we have created on paper. We will work with city personnel to ensure that the trail design conforms to all guidelines and ideas in order to achieve goals of rider experience and preservation of sensitive areas within the park.
4. After the field flagging has been completed and approved, Trail Source personnel will GPS the route, transfer that to a map for reference as well as convert the data to a Venza map program. The Venza mapping will be given to each machine operator on their electronic device. The Venza application will give each operator real time location that they can follow when they are working on building the trail.
5. Before we start each day of work, the team leaders (Tim Wegner, Hunter Rust, Jason Malgren, Joe Conerton and Robert Polic), meet to discuss the previous days progress. We also meet to talk about any trail building challenges that may have occurred and how best to address those challenges. All of the Trail Source team leaders are mountain bike riders and at the end of each day, they all ride what was built that day plus what was built previously to ensure that the trail rides with nice flow and meets the level of challenge that the project owner has requested.
6. Trail design is a strong talent of Tim Wegner and Trail Source. The resource referenced in the RFP Trail Solutions: *IMBA's Guide to building sweet single track* on page 257 lists Trail Source as an IMBA affiliated trail builder.
7. Trail Source policy and action point is to build the trail and complete the finish work on the same day. We plate compact everything after the finish crew is done. We stop building trail with the machines, the operators get off of the machine, perform finish work to ensure that the trail gets completed, finished and compacted up to back of the building machines.

References and Similar Projects:

Graydon Betts

Trail Director Minnesota Off Road Cyclists (MORC)

952-913-3834

graydon@bettsandhayes.com

Hillside Park, Elk River MN. 2018 This park is very similar to Sunfish Lake Park. Good topography that lends itself well to having a flow trail built upon it. Soils very similar to Sunfish lake and perhaps the soils at Hillside are even a bit sandier. We built this trail 2 years ago replacing an existing trail that had been built many years ago not following IMBA guidelines and had significant erosion and maintenance issues. Those problems are no longer an issue at this park. Heavy emphasis was placed upon developing flow trails and focusing on the experience that the users have when using this trail.

Tyler Pederson

Minneapolis Parks and Recreation Board, Minneapolis MN.

612-499-9084

Theodore Wirth Park

TPederson@minneapolisparcs.com

Theodore Wirth Park Mountain Bike multi-use Trail owned by the City of Minneapolis. 2010-2018 This system was built over several years and we designed each segment based upon the desired user experience as directed by park staff. Some areas of the trail have a very high level of technical difficulty but the majority of the system is of beginner and intermediate level of flow trail. Both the City of Minneapolis and The Loppett Foundation use trails that we built and designed for the summer programs for inner city youth programming

Josh Kinney

Dakota County Parks, Hastings MN.

Senior Project Manager – Dakota County Capital Project Management

Josh.kinney@co.dakota.mn.us

Lebanon Hill Regional Park mountain bike trail owned by Dakota County. 2007-2011 This trail is in excess of 10 miles and is situated in a heavily used park that has several other user groups. This trail project was built over a number of years. Care had to be given to not impact the other user groups experience. The other user group users were hikers and cross-country skiers. Lebanon Hills is the most heavily used mountain bike trail in the Metropolitan area. Mountain bikers are the number 2 users behind hikers in the entire Lebanon Hills Regional Park system.

Brad Bonk

Douglas County Parks Director, Alexandria MN.

701-388-2273

Brophy Park and Runestone Park

Bradbo@co.douglas.mn.us

Brophy Park, Alexandria MN. 2019 This trail system was completed late spring 2019. Trail Source built 7 miles of multi-use trails on 250 Acres of land just North of the City of Alexandria. The system built by Trail Source was the first professionally built mountain bike trail in the area. The use of this park has

now grown considerably since the opening and is a main training site for the local high school mountain bike club and team. The entire system is a flow trail system with directional trails. We had to pay special attention when building this trail to ensure the no native species were introduced into the park system.

Jim Shoberg Landscape Architect City of Duluth

Director of Parks Development

jshoberg@duluthmn.gov

218-208-9632

Mission Creek and Traverse Trails City of Duluth: Trail Source has performed work for the City of Duluth MN on many different occasions and at several different sites. Our work included work at Mission Creek Trail, Traverse Trail and a considerable amount of work on repair and maintenance on trails at Chester Creek where the flooding and storms destroyed many trails in the central part of the City of Duluth.

Lead Workers

Hunter Rust 612-289-5708 7 years. Hunter is an exceptionally skilled machine operator. His skill at siting the trail through the forest is very strong. He has high expectations from his team and demands perfection on trail finish work.

Joe Conerton 920-273-9391 3 Years. Joe's exceptionalism comes with the finish work that he is able to achieve with his machine. He is also a highly skilled hand finish worker and has the skill to include "fun" into his trail finish work.

Robert Polic 715-604-2142 2 years. Robert has become one of the better team managers that we employ. He finds a way to bring out the best in all of our workers on each project.

Jason Malgren 763-355-8924 5 years. Jason is a geologist that can help us work through almost any soil condition or problem. He is also one of our highly skilled rockwork personnel.

All of our workers start out as hand finishers on the trail team. From there they start to move toward working with the machines and once they show the skill needed to build sweet singletrack they move to the machine full time.

Equipment and tools intended to be used.

Trail Source will use small compact excavator on much of the trail. These machines are rubber tracked and have the ability to move the width of the tracks between 36 inches and 48 inches wide. This flexibility allows us to slip into some of the tight spaces and build trail without having to remove some of the more desirable trees. Each team consists of 2 of these excavators operated by two of the lead workers. These machines are followed by a team of 2-3 finish workers using a variety of hand tools to shape the trail, smooth the trail tread and finish the backslope to IMBA trail building standards. Once the trail tread has been smoothed and raked a vibratory plate packer is passed over the entire trail tread

2-3 times to compact the riding surface. Trail Source currently owns/leases 6 excavators and one Ditch Witch stand on compact utility machine.

Schedule/timetable for building Sunfish Lake Project Trail Source, if awarded this contract, would start working on this project immediately with representatives from the City of Elmo. We would follow the steps listed near the beginning of this RFP response utilizing the methodology and work approach to make certain that the trail alignment is solid and would meet the goals of a beginner to intermediate level flow trail system as envisioned by the City of Lake Elmo in its RFP. Once all of the office meetings, site visits and documentation has been completed, we would be ready to begin construction. We would like to begin working on this project as soon as the frost is out of the ground and the ground has had sufficient time to dry. Frost is usually out of the ground in early April or some years it is out even earlier. Based upon our experience it would take us about 5-6 weeks of working 5 days per week. Any rain delays could be made up by working Saturdays if such an agreement can be made with personnel from the City of Lake Elmo. Trail Source would complete the work on this project on or before June 30, 2020.

List of certifications, memberships and trail advocacy

Trail Source was started in 2000 and became a member of the Professional Trail Builders Association (PTBA) in 2002 and continues to be a member of PTBA. In addition, Tim Wegner, has served in numerous positions promoting trails including: 4 years as board member of American Trails, 10 years on the board of Minnesota Off Road Cyclists (MORC), 8 years on the board of Minnesota Recreational Trail Users Association (MRTUA) and 10 years as volunteer IMBA representative for the state of Minnesota. Following is a listing of some of the trail systems we have built over the years:

Insurance, permits, and licensing/authorization of proposal documents

Trail Source carries \$2,000,000 of liability insurance and has for the past 15 years. Our insurance agency, LaNasa Insurance, will, upon awarding of the contract for this project, issue an insurance certificate naming all agencies as additionally insured under our policy. Our insurance covers all actions by Trail Source workers, our vehicles and equipment. In addition, we carry Minnesota approved workmen's compensation insurance. Trail Source personnel have experience obtaining permits and other authorizing documents that might be needed for the completion of this proposal.

Surety and Bonding: Attached you will find a letter from Pate Bonding Company of St. Paul, MN. Stating that it would be their intention to complete the bond for Trail Source if we are awarded this contract. Trail Source has a favorable bonding rate with this company and we have been a client of theirs since 2006.

Estimation of Future Maintenance Costs: The initial year after construction the maintenance cost for the project would be \$0.00. The second-year maintenance costs for this project would be \$0.00 because Trail Source will warranty the work on this project for 2 years. After that point the maintenance should not exceed \$2,500.00 per year. Since this trail will be built as a flow trail and not as jump trail. If this trail

is built by a reputable company that is known for building by IMBA trail building standards the annual costs for this project should be negligible.

Following IMBA sustainable construction guidelines. Tim Wegner was the IMBA representative for Minnesota for 10 years and taught 1-2 schools each year on sustainable trail design and construction. At Trail Source we always follow the sustainable trail design guidelines that have been recommended and taught by representatives of IMBA and their trail care crews.

7.2 Bid Worksheet

Sunfish Lake Mountain Bike Trail

Type of Work:	Unit of Measure	Est. Quantity	Price/Unit	Est. Cost
Field Layout	linear feet	22,158	4.95/ft	\$109,682.21
Flagging Tread	linear feet	22,158	\$0.00/ft	\$0.00
Construction			-----	-----
Mapping File		1	-----1-----	\$1000.00
Mobilization		1	-----1-----	\$1,000.00
Other			-----	-----
Subtotal			-----1-----	\$111,682.21



**PATE
BONDING
INC.**

1276 So. Robert St. • West St. Paul, MN 55118 • Phone: (651) 457-6842 • Fax: (651) 457-7531 • Web Site: www.patebonding.com

January 14, 2020

City of Lake Elmo
3880 Laverne Avenue North
Lake Elmo, MN 55042

RE: TrailSource, LLC – Bond Program
Sun Fish Lake Park Mountain Bike Trail Project

Dear City of Lake Elmo:

We are writing to you at the request of TrailSource, LLC and understand that they are considering entering into a working relationship your company.

Pate Bonding, Inc. has handled the bond needs for TrailSource, LLC since 2006. In that period of time, TrailSource, LLC has handled all of their bonded projects in an extremely professional manner.

Their current bond program is \$500,000 Single/\$1,000,000 Aggregate (cost to complete).

If a contract is awarded to TrailSource, LLC, it is our present intention to become Surety on the Performance and Payment Bonds required by the contract. This is contingent upon our satisfaction with the contract documents and TrailSource, LLC continuing to satisfy other underwriting considerations.

Any arrangement for Bonds required by the contract is a matter between TrailSource, LLC and the Surety and we assume no liability to you or your third parties, if for any reason we do not execute these Bonds.

Please feel free to contact me should you require any additional information regarding TrailSource, LLC's current bond program.

Thank you.

Sincerely,

Troy Staples

TS:amcd

cc: TrailSource, LLC

Ben Prchal
3800 Laverne Avenue North
Lake Elmo, MN 55042

Dear Ben,

This is a letter of reference for Tim Wegner, owner of Trail Source LLC. I have worked with Trail Source on a couple of singletrack trail projects in the Northwest metro area. The most recent project was at Hillside City Park, in Elk River. This project was done in two phases, the Eastern half of the park had trails constructed in 2017, and the Western half had trails constructed in 2018. The Eastern half of the park was constructed by YRU Trail Building LLC. The Western half of the park was constructed by Trail Source. Both halves of the park have similar topography with the South side flatter than the North side, and same soil content. The soil is a mixture of gravel and sand in many areas, which can be challenging to work with for a natural surface trail.

The East side of the park has required maintenance from day one. Keeping the outslope established and defined has been a challenge in some areas, and we have needed to add grade reversal features to prevent erosion and cupping of the trail. A couple of areas need tread resurfacing once a year. All this does not mean it is badly constructed trail, as maintenance is often expected as an ongoing need. However, how the trail was constructed is inferior to the West side of the park regarding erosion control and overall engineering.

The West side of the park was constructed by Trail Source. This half of the park has required almost no maintenance whatsoever. Grade reversal features were engineered into the trail to do a much better job of preventing erosion, resulting in much lower maintenance needs, and a lower environmental impact over the long term life of the trail. The trail is constructed in a manner where it is more popular with mountain bikers, and is considered the favorite side of the park for many riders.

Tim was very nice to work with from day one, and explained their process in detail to both City staff and the park volunteers. He communicated well throughout the project, checking in and occasionally clarifying smaller details to ensure the finished product would meet or exceed everyone's expectations. During the construction of the trail, Trail Source employees suggested minor changes in the proposed trail alignment for a couple of areas, and those suggestions were approved and implemented, resulting in a better overall layout in that area as compared to the initial proposed trail alignment.

I would recommend Trail Source for any trail construction project, as Tim and his crew have mastered the art of building enjoyable trails for all users, while minimizing maintenance costs. Communication is great throughout the process, and expectations are always exceeded with his work.

Sincerely,

Graydon Betts

MORC Trail Steward – Hillside City Park Elk River, Bertram Chain of Lakes Monticello

TRAIL CONSTRUCTION PROJECT AGREEMENT

This Trail Construction Project Agreement (this “Agreement”), made and entered into this _____ day of _____, 2020, by and between the City of Lake Elmo, a Minnesota municipal corporation, whose business address is: 3800 Laverne Avenue North, Lake Elmo, MN 55042 (the “City”) and TrailSource, LLC, a Minnesota Limited Liability Company, whose business address is: 13282 Derryglen Court, Rosemount, MN 55068 (the “Contractor”).

In consideration of the payments and agreements hereinafter mentioned, the parties agree as follows:

Article 1. Project.

- 1.1. The Contractor shall provide labor, supervision, materials, and equipment to perform specified trail construction for a cross country/flow single track mountain bike trail system within Sunfish Lake Park located at: 10000 Stillwater Lane North, Lake Elmo, MN 55042 (the “Site”). The trail specifications are set forth in the attached Exhibit A (the “Project”). The Contractor agrees that all work and labor shall be done in the best and most diligent manner and that all materials, equipment and labor shall be in entire and strict conformity in every respect with the specifications set forth in attached Exhibit A. The Project must be performed by the Contractor in compliance with all laws and regulations. Any trail construction which does not comply with the specifications will be rejected by the City and Contractor must bring the trail into compliance with the specifications at the Contractor’s expense.

Article 2. Execution, Correlation and Intent.

- 2.1. Execution of this Agreement by the Contractor is a representation that the Contractor has visited the Site, is familiar with local conditions under which the Project is to be performed, and correlated personal observations with requirements of this Agreement. The Contractor further contracts and declares that it is thoroughly familiar with the nature, location, and character of the general area in which the Project is located including, without limitation, available equipment supply and equipment costs, the quantity and quality of all required materials, supplies, tools, and labor needed to complete the Project in the manner and within the costs and time frame required by this Agreement. Further, the Contractor recognizes the extra degree of care required under the Site construction circumstances with respect to the safety, protection of individuals and property at the Site, cleanliness of the Site, and protection of existing property. In arriving at the Project cost and the completion date, Contractor has, as an experienced and prudent contractor, exercised its best judgment and expertise to include the impact of such circumstances in the Project cost and completion date.

Article 3. Rights, Responsibilities and Duties of the Contractor.

- 3.1. The Contractor shall supervise and direct the work using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under this Agreement.

- 3.2. The Contractor shall be responsible for all acts and omissions of the Contractor's employees, subcontractors, and their agents and employees, and other persons performing portions of the work under a contract with the Contractor. The Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City.
- 3.3. The Contractor has the responsibility to ensure that any equipment or material suppliers and subcontractors, and their agents and employees adhere to this Agreement and that they order equipment and materials on time, taking into account the current market and delivery conditions and that they provide the equipment and materials on time. The Contractor shall have the duty to coordinate all of its work and the work of its subcontractors and suppliers.
- 3.4. The Contractor agrees to indemnify, defend and hold the City harmless from and against any and all claims, suits, actions, damages, causes of action, or attorneys' fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the work performed by the Contractor under the contract. The Contractor agrees to indemnify, defend and hold the City harmless from any and all claims, suits, actions, damages, causes of action or attorneys' fees arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the negligence of the Contractor, its employees, contractors, agents, or assigns.
- 3.5. The City hereby retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor is an independent contractor and not an employee of the City. The Contractor is free to contract with other entities as provided herein. The Contractor shall be responsible for obtaining and furnishing equipment, materials, and labor necessary for the Contractor's performance under this Agreement. The City and the Contractor agree that the Contractor shall not at any time or in any manner represent that the Contractor is in any manner an agent or employee of the City. The Contractor shall be exclusively responsible under this Agreement for the Contractor's own FICA payments, workers' compensation insurance, unemployment compensation insurance, withholding amounts, or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

Article 4. Changes to the Project.

- 4.1. Changes to the scope of the Project may be accomplished after execution of the Agreement, and without invalidating the Agreement, by a change order, subject to the limitations stated in this Article and elsewhere in this Agreement.
- 4.2. No extra work shall be done nor any obligation incurred for payment therefore except upon a written change order fully signed by the City and approved by the City Council.
- 4.3. Each change order issued shall contain the following: 1) a detailed description of the change; 2) the Contractor's written proposal; 3) a statement as to the resulting change in price or completion time; 4) a statement that all work involved in the change shall be performed in

accordance with this Agreement's requirements except as modified by the change order; and 5) signatures of the City and the Contractor.

Article 5. Project Completion Date.

5.1. The Contractor shall commence the work as soon hereafter as all conditions precedent have been met, including but not limited to submission of the certificates of insurance and the performance required by this Agreement. The Contractor shall complete construction and installation of the Project no later than October 16, 2020. Liquidated damages of \$500 per week will be assessed by the City if the Project is not completed by this date. If the Contractor is unable to complete construction of the trail within 30 days of the delivery date, the City reserves the right to reject the trail and shall not be responsible for payment for the trail or any consequential damages incurred by the Contractor.

Article 6. Protection of Persons and Property.

6.1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions in connection with the performance of this Agreement.

6.2. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- a. Employees and subcontractors on the Site performing the work and other persons who may be affected thereby;
- b. The Project and materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and
- c. Other property at the Site or adjacent thereto, such as any existing improvements not designated for removal, relocation, or replacement in the course of the Project.

6.3. The Contractor shall, in the performance of the work under this Agreement, conform to all applicable federal, state, and local laws, codes, ordinances, and regulations.

Article 7. Insurance.

7.1. The Contractor shall secure and maintain the following insurance:

- a. Workers' compensation insurance that meets the requirements of Minnesota law (if required by statute). The Contractor shall execute the City's workers' compensation form.
- b. General liability insurance with bodily injury and property damage limits of \$1,500,000 to protect the Contractor and the City from claims and liability for injury

or damages to persons or property for all work performed by the Contractor under this Agreement. The Contractor shall name the City as an additional insured under the Contractor's policy. Prior to performing any services under this Agreement, the Contractor shall provide evidence to the City that acceptable insurance coverage is in effect.

- c. Automobile liability insurance with limits of \$1,500,000.
- 7.2. The City shall not be liable or responsible for any loss or damage whatsoever to equipment, tools, or property of a similar kind and the Contractor shall indemnify and hold harmless the City from any claims or causes of action brought by any person or party as a result of the loss or damage to the Contractor's equipment, tools, or other property.
- 7.3. The Contractor shall provide a certificate of insurance in the amounts above. The required insurance must name the City as an additional insured and shall state that the City shall receive 10 days written notice prior to cancellation or termination. Acceptance of the certificate of insurance by the City shall not relieve, limit, or decrease the liability of the Contractor. The City does not represent that this Agreement's insurance requirements are sufficient to protect the Contractor's interests or provide adequate coverage.

Article 8. Performance and Payment Bonds.

- 8.1. The Contractor shall pay the premiums and shall furnish to the City performance and payment bonds as required by Minnesota law. The bonds shall be in the amount of 100 percent of the Contract Price as security for the faithful performance of this Agreement. The surety on each bond shall be a surety company duly authorized to do business in Minnesota and that is acceptable to the City Attorney.

Article 9. Correction of Work.

- 9.1 The Contractor shall promptly correct work rejected by the City or failing to conform to the requirements of this Agreement, whether observed before or after completion and whether or not fabricated, installed, or completed. The Contractor shall bear the costs of correcting such rejected work.

Article 10. Miscellaneous Provisions.

- 10.1. The laws of the State of Minnesota shall control this Agreement.
- 10.2. Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.
- 10.3. This Agreement constitutes the entire Agreement between the parties, and no other agreement prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein. Any purported amendment to this Agreement is not effective unless it is in writing and executed by both parties.

- 10.4. The Contractor shall provide the City access to any books, documents, papers, and records which are directly pertinent to the Agreement, for the purpose of making audit, examination, excerpts, and transcriptions, for three years after final payments and all other pending matters related to this Agreement are closed.
- 10.5. The Contractor shall have access to data collected or maintained by the City as deemed necessary to perform the Contractor's obligations under this Agreement. Such data will be provided to the Contractor as governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Contractor will not release or disclose the data classified as not public to any person except at the written direction of the City. The Contractor agrees to defend and indemnify the City from any claim, liability, damage, or loss asserted against the City as a result of the Contractor's failure to comply with the requirements of Minnesota Statutes Chapter 13.
- 10.6. All plans, diagrams, and information generated in connection with performance of the Agreement shall become the property of the City. The City may use the information as it sees fit. Such use by the City shall not relieve any liability on the part of the Contractor.
- 10.7. By entering into this Agreement, the City does not waive its entitlement to any immunities under statute or common law.
- 10.8. Each of the undersigned warrants it has the full authority to execute this Agreement.
- 10.9. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
- 10.10. Any waiver by either party of a breach of any provision of the executed Agreement shall not affect, in any respect, the validity of the remainder of the executed Agreement.

Article 11. Termination or Suspension of this Agreement.

- 11.1. Either party, without cause, may terminate this Agreement by 30 days' written notice delivered to the other party at the address written above. After termination, the City shall have no further obligation to the Contractor except to compensate the Contractor for the equipment and materials provided and services performed prior to the date of the notice of termination. The City may also procure the outstanding work and the Contractor shall be liable to the City for any excess costs for similar work, unless the Contractor provides acceptable evidence that failure to perform the Agreement was due to a cause beyond the control and without fault or negligence of the Contractor.
- 11.2. Upon termination of the Agreement, the Contractor agrees to return data to the City, as requested by the City. All books, records, documents, and accounting procedures and practices of the Contractor relevant to this Agreement, shall, pursuant to Minnesota Statutes, be subject to examination at all times by the City, the Legislative Auditor, or the State Auditor.

Article 12. Payment and Completion.

- 12.1. The City agrees to pay the Contractor a total of \$111,682.21 for the Project (the “Contract Price”). The Contractor may invoice the City on a monthly basis for the equipment, materials and services that have been provided to the City to the current date, but upon the City paying 75 percent of the Contract Price to the Contractor, the remaining 25 percent of the Contract Price will be retained until the Project is complete and the City has accepted it.
- 12.2. Upon receipt of notice from the Contractor that the Project is ready for final inspection and acceptance, the City shall promptly make such inspection and, when it finds the Project acceptable and this Agreement fully performed, it shall make final payment to the Contractor of the outstanding balance in accordance with all applicable laws. Acceptance of final payment by the Contractor shall constitute a waiver of claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of final payment.
- 12.3. The City may withhold payment to the Contractor in whole or in part to the extent reasonably necessary to protect it from loss because of:
 - a. Defective work not remedied;
 - b. Third party claims filed or reasonable evidence indicating probable filing of such claims;
 - c. Failure of the Contractor to make payments to subcontractors or for labor, materials, or equipment; or
 - d. Persistent failure by the Contractor to carry out the work in accordance with this Agreement.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement as of the day and year written above.

CITY OF LAKE ELMO

By: _____
Mike Pearson
Its: Mayor

By: _____
Julie Johnson
Its: City Clerk

CONTRACTOR

By: _____
Its: _____

EXHIBIT A

1.0 SCOPE OF WORK. The Scope of Work is divided into three sections: (1.1) Project Scope; (1.2) Tools and Mechanized Equipment; and (1.3) Meetings and Progress Reviews. All specified construction and materials must be furnished by the Contractor unless otherwise indicated. It should be noted that the City of Lake Elmo is an instrumentality of the State of Minnesota and is subject to the general state tax provisions although the City is exempt from the state sales tax for certain purchases. The Contractor must provide all services necessary to engineer, procure, install, test and certify the Project described below in conformance with the manufacturer's specifications and applicable industry standards.

1.1 Project Scope. The City has reserved funding to help support the Project and the Project's scope of work includes at least 22,158 feet of new construction. There is an existing trail system within the Site and appropriate slowing methods will need to be used to aide in safety at when the Project trails intersect with existing trails. Completed work must meet the specifications outlined below:

- A. Trail Design.** The construction of this trail must be guided by the sustainable trail principles promulgated by accepted resources such as the current editions of the Trail Solutions; the International Mountain Bicycling Association's (IMBA) Guide to Building Sweet Single-track, Managing Mountain Biking; IMBA's Guide to Providing Great Riding, Bike Parks; IMBA's Guide to New School Trails, and the USDA's Trail Construction and Maintenance Notebook.
- B. Bike Specific Trail Flow.** The bike trails proposed for Sunfish Lake would be narrow trails called single-track. Once established, single-track trails average eighteen to twenty-four (18-24") inches in width, are not paved, reach a broad range of riders and are designed to flow through natural areas with gradual inclines and declines in topography. The City is hopeful of modern trail design and construction uses sustainable trail building techniques. The City would like the Contractor to build single-track trails that can have minimal impact on the environment, resist erosion through proper design, construction and maintenance, co-exist with the natural environment and blend with the surrounding area:
 - a. Synergy with the landscape: Making the most of what the natural terrain contours present.
 - b. Opposition to user forces: Flow trails maximize the efficiencies afforded by using a bicycle, and are designed to counteract forces that direct a user off the trail. Bermed turns and cambered tread surfaces, for example, promote traction, safety, sustainability, and enjoyment.
 - c. Conservation of momentum: The ideal trail avoids "flow killers" such as sharp turns, incongruent features, and disjointed climbs and descents. Instead, it utilizes undulations and cambered turns to reward smooth, deliberate riding and maximize forward motions. A flow trail encourages a

better understanding of the bicyclist/bicycle interface, allowing riders to reach that unique sensation of floating through the landscape.

- d. Leading the user forward: A sense of discovery, combined with a design that maximizes a rider's forward momentum, helps to draw the user forward. The trail is never repetitive or predictable, nor is it "awkward", with a variety and innovation combining to create an intuitive feel.

- C. **Trail Construction Best Practices – At all times possible, the Contractor will need to build the trail to conform to the standards depicted in Exhibit B.** To satisfy erosion and sediment control requirements, the trail must be finished as the project advances. Ideally, all roughed-in corridor will be finished the same day. Any segments requiring delayed finishing should be planned out in advance to finish as quickly as possible.
- D. **Corridor Clearing.** Corridor clearing shall be confined to within five (5') feet of the trail and back-slope edges. The City may expect wider clearing where the mountain bike trail crosses over an existing walking trail.
- E. **Trail Flagging.** A flag line or marked line will be pre-installed by the Contractor, at a minimum of every fifty (50') feet, marking the desired corridor, but only suggests the tread location based on the Master Trail Plan. The actual tread location depends on finer analysis and will need to be laid out using pin flags at a minimum of twenty (20') foot intervals.
- F. **Debris.** Cut and scatter all branches and brush cut as part of the trail development. No debris shall be left within ten (10') feet of the trail. Butt-ends of any sawed limbs must face away from the trail.
- G. **Rocks.** All rock embedded in the trail surface should be stable. When used in structures, care will be taken to match construction rock to rocks native to the area. Non-native rock may not be imported into the park or work area without approval of the City.
- H. **Woody Material.** Woody material such as stumps, logs and brush shall be removed from the trail tread. No stumps less than twelve (12") inches in diameter shall be left within five (5') feet of the trail tread.
- I. **Fall Zone Clearing.** Areas adjacent to dynamic trail segments where visitors have a greater potential to exit the immediate trail corridor will be cleared of impact focusers; butt-end branches, stumps under six (6") inches in diameter, and rocks under six (6") inches in diameter.
- J. **Back-Slope/ Out-Slope.** Back-slope of trail should be graded to three-to-one (3:1) slope or until it matches the existing slope. In areas where the back-slope has the potential to become part of the active tread it must be finished to trail tread

specifications. Out-slope should range between three and five percent (3-5%) towards the downhill side of the trail.

- K. Trail, Finished Condition.** Hand finishing and grading of the trail tread, back-slope, down-slope spoils, and drainage features shall result in a surface that matches the texture of the surrounding forest floor while enabling water to drain off the trail.
- L. Spoils Stabilization.** All excavated material not used in the trail tread or other trail structures must be stabilized. Spoils shall be distributed in a thin layer adjacent to the trail tread. When possible, spoils should be mulched with native materials to discourage erosion while native seed stocks reestablished.
- M. Turns.** All turns are in-sloped or "bermed" where appropriate. Use generally acceptable values for turn radii and grades across the turns. All turns must include an entrance and exit rolling grade dip.
- N. Grade Reversals.** A designed grade reversal or constructed rolling grade dip should occur as often as necessary. Any grade reversal must be strongly anchored to discourage short cutting. The uphill and downhill cuts of the trail also should not exceed more than ten percent (10%) of the slope of the hill/elevation. Grade reversals also double as flow elements: rollers and pump/rhythm sections. In this context, grade reversal shape, size and placement should reflect its placement within the system. Specific details will be determined by the contractor in partnership with the City.
- O. Above Grade Earthen Structures.** Any portion of trail above the grade of its surroundings must be approved by the City in terms of design and material before construction. Fill structures must have a fill slope of at least two-to-one (2:1) or the angle of repose of the local soil, whichever is greater. A retaining wall may be substituted for a fill slope with prior permission of the City. Fill structures must be completely stabilized and compacted. Acceptable techniques include track-packing or compaction via a dedicated tamping unit. Raw soil faces that do not become tread must be mulched and seeded in the same fashion as spoils and satisfy the terms of the project erosion control methodologies. Examples of above-grade earthen structures include grade-reversals ("rollers") and turn pads on in-sloped switchbacks.
- P. Water Diversions.** The majority of the tread should be out-sloped. When not possible or desirable due to purpose-built in-sloping, resource concerns or obstruction, water can be directed down the trail for up to six (6') feet before a water diversion location (grader reversal).
- Q. Invasive Species** To reduce the spread of invasive plant species, the following protocols are required:

- a. All hand tools and mechanized equipment must be free of invasive seeds and clean of any dirt and mud when entering the project site.
 - b. Consideration should be made while trail clearing and construction through areas occupied by invasive species (such areas to be identified by the City) as to not propagate as construction progresses.
 - c. Imported surface/organic material is prohibited.
- R. Filter Strips.** Filter strips are vegetated areas down-slope of the trail corridor intended to treat sheet flows coming off the tread. Filter strips function by slowing down flow velocities, filtering out sediments, and providing an opportunity for infiltration into the underlying soils. Properly mulched spoils may be designated as part of the filter strip. Filter strips shall not be used as regular travel-ways for equipment and materials. Areas with inadequate filter strip capacity above water-ways may require installation of formal erosion control measures to satisfy erosion and sediment control methodologies.
- S. Mechanized Equipment Best Practices.** All track marks will be raked smooth. Affected area will be finished to have a natural shape, spoils piles rounded, smoothed and cleared of significant brush, blade edges blended, etc. A spill kit suitable for five (5) gallons of fluid will be onsite and within two hundred (200) yards of mechanized equipment whenever equipment is being operated.
- T. Preservation of Vegetation.** The Contractor shall exercise care to preserve the natural landscape, including trees and shrubs, and shall conduct construction operations to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works or excavation operations, all trees, native shrubbery, and vegetation, shall be preserved and protected from damage by the Contractor's construction operations and equipment. The City would not like to see trees larger than eight (8") inches in diameter removed. All unnecessary destruction, scarring, damage or defacing of the landscape resulting from the Contractor's operations, shall be repaired, replanted, reseeded or otherwise corrected as directed by the City and at the Contractor's expense. After completion of the work, all areas disturbed by construction that do not require landscaping or planting, shall be scarified and left in a condition which will facilitate natural vegetation, provide for proper drainage and prevent erosion.
- U. Ground Disturbance.** The grading limits along the trail corridor are defined by the approved tread width plus additional width defined by the required back-sloping, unless further excavation is required for prescribed features, as approved, and performed according to Section 1.1 (T). Rutting should be avoided outside grading limits along the corridor, by limiting traffic intensity and avoiding wet soil conditions, and corrected as per Section 1.1 (T).

1.2 Tools and Equipment.

- A. **Tools.** The Contractor shall perform the required work using hand tools and/or small mechanized equipment that is a maximum of fifty (50”) inches in width. Equipment with adjustable width tracks should be able to reduce track width to less than fifty (50”) inches for building the new trail. Some sites may not be suitable for equipment this large and other sites may not be suitable for any mechanized equipment regardless of size due to terrain and environmental constraints. Permanent modification of trail outside the scope of work to accommodate equipment access is not desirable and must be approved by the City before building the modification.
- B. **Mechanized Equipment.** All mechanized equipment shall be in good mechanical condition, free of any fluid leaks. All equipment will be clean and free of debris before introduced to work site. Equipment is subject to inspection at the start and during the project. Any equipment that appears to not meet these criteria shall be removed from the project site at the request of the Client’s representative and at no additional cost to the Client.

1.3 **Meetings and Progress Reviews.** The Contractor shall meet with City Staff as necessary or as otherwise agreed upon by both parties to review progress and project expectations throughout the build. When determining a course of action regarding build technique or design expectation(s), the International Mountain Biking Association (IMBA) standards shall be referred to determine the appropriate technique.

2.0 INSTALLATION, CLEANING AND PROTECTION OF EQUIPMENT.

- A. The Contractor will be required to obtain and pay for any required permits, licenses, approvals or inspections necessary for the work. The Contractor must perform all tests that are required by regulatory authorities at its expense.
- B. The Contractor must protect all equipment and materials from theft, injury, or damage during the project. The Contractor must provide temporary protection to uninstalled materials.
- C. The Contractor must provide adequate storage for all equipment and materials delivered to the site. The City is not required to provide secure storage but will attempt to accommodate the Contractor’s storage requirements.

3.0 DOCUMENTATION AND TRAINING.

- A. At the conclusion of the project, all documentation is to be compiled by the Contractor into an organized, comprehensive package.

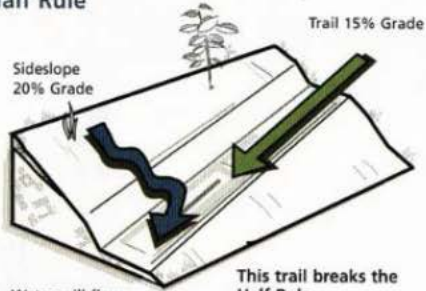
- B. The Contractor must provide the City with a GIS file of the final trail route. Handwritten drawings are not acceptable.

4.0 WARRANTY.

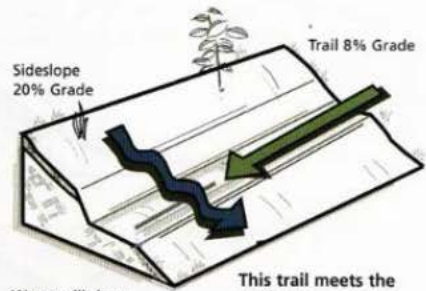
- A. The Contractor agrees that it will warrant the Project to be free of defects of workmanship or products and will inspect and repair the system at no cost to the City within the first year of the In Service Date. During the one (1) year period, the Contractor will respond to the City and remedy the problem within seven days of the City's contact, or within a longer timeframe, if approved by the City.
- B. The Contractor's one (1) year warranty period shall begin at the date of City acceptance of the project (the "In Service Date"). It is the responsibility of the Contractor to request this acceptance, in writing. Final payment of twenty-five (25%) percent of the Contract Price to the Contractor will be withheld by the City until the City has accepted the project.
- C. The City shall not be responsible for any additional charges (i.e., service, labor, shipping charges, trip charges, etc.) during the Contractor warranty period of any manufacturer warranty period of the construction materials.

Exhibit B

Half Rule

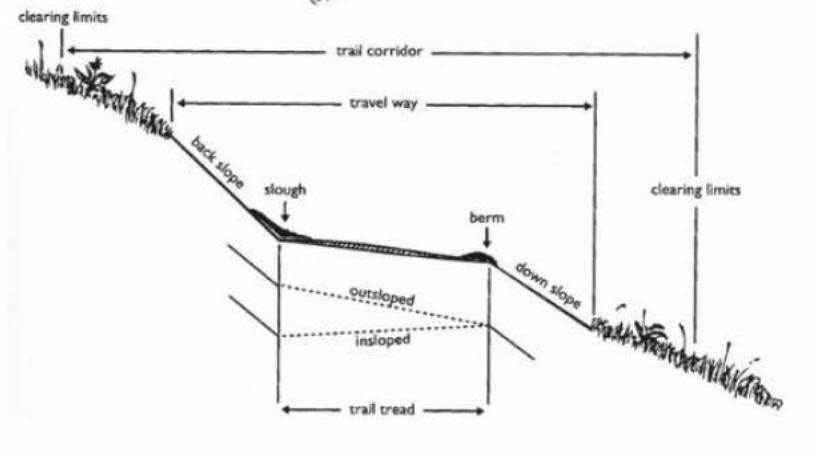
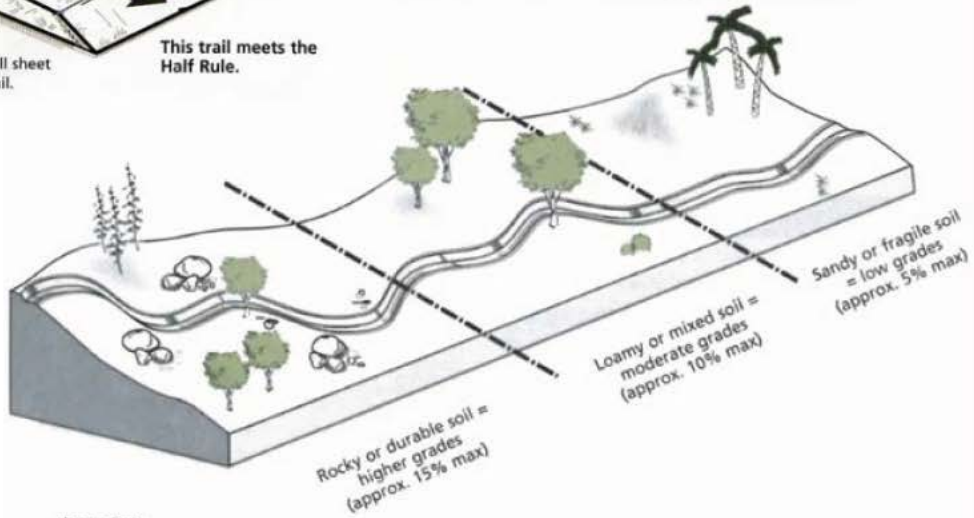
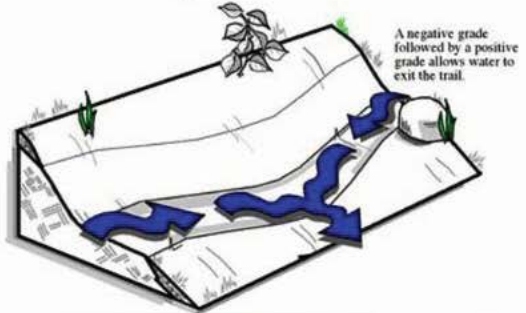
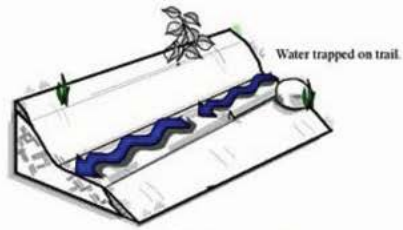


This trail breaks the Half Rule.



This trail meets the Half Rule.

Grade Reversal



**CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA**

RESOLUTION NO. 2020-024

**A RESOLUTION APPROVING A CONTRACT WITH TRAIL SOURCE
LLC FOR THE CONSTRUCTION OF MOUNTAIN BIKE TRAILS IN
SUNFISH LAKE PARK**

WHEREAS, the City of Lake Elmo issued a Request for Proposals on December ____, 2019 to solicit proposals from interested contractors to develop and construct a mountain bike trail system within the City's Sunfish Lake Park; and

WHEREAS, the City received one proposal; and

WHEREAS, City Staff and the City Parks Commission reviewed the submitted proposal and have provided a report to the City Council dated March 4th, 2020 recommending that the City enter into a contract with Trail Source LLC in the amount of \$111,682.21 for the development of the mountain bike trail system in Sunfish Lake Park; and

NOW, THEREFORE, IT IS HEREBY RESOLVED,

1. That the Mayor and City Clerk are hereby authorized and directed to enter into the attached Trail Construction Project Agreement with Trail Source LLC in the amount of \$111,682,21.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON MARCH 4, 2020.

CITY OF LAKE ELMO

By: _____
Mike Pearson
Mayor

(Seal)

ATTEST:

Julie Johnson
City Clerk