



## STAFF REPORT

DATE: May 4, 2021

CONSENT #5

**AGENDA ITEM:** Accept Quotes and Award Contract for the Removal of the 50th Street PRV & Vault, and the Linden Avenue Storm Sewer Replacement

**SUBMITTED BY:** Jack Griffin, City Engineer

**REVIEWED BY:** Kristina Handt, City Administrator  
Marty Powers, Public Works Director  
Mike Rusenovich, Project Engineer

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**ISSUE BEFORE COUNCIL:** Should the City Council accept quotes and award a contract for the Removal of the 50th Street PRV & Vault, and the Linden Avenue Storm Sewer Replacement?

**BACKGROUND:** The Public Works department has identified two separate infrastructure repair projects to be addressed in advance of upcoming City and County improvement projects. An existing water system pressure reduction valve (PRV) is no longer in use and requires removal along with the valve housing vault. The PRV and vault are located beneath the bituminous trail on the north boulevard of 50th Street. Removal must be completed by May 15, 2021 in order to allow for the bituminous trail reconstruction work along 50th Street North to take place as scheduled as part of the 2021 Mill and Overlay Improvements.

The second work order includes the removal and replacement of failed and collapsed storm sewer pipe beneath Linden Avenue, the entrance roadway to the Sanctuary subdivision. Linden Avenue is being realigned and reconstructed this year as part of Washington County's TH36-Manning Avenue Interchange Project, however the limits of construction for the County project stop short of the failed storm sewer system. The storm sewer removal and replacement work is required to be completed by June 30, 2021.

**PROPOSAL DETAILS/ANALYSIS:** Quotes were solicited from four qualified contractors. Miller Excavating submitted a quote on April 26, 2021 in the total amount of \$39,610.00. The quote includes \$15,425.00 for the removal of the 50th Street PRV & Vault; and \$24,185.00 to remove and replace the Linden Avenue storm sewer. No additional quotes were returned or received.

The PRV removal work is required by the contract to be completed by May 15, 2021, in advance of the trail reconstruction work. The storm sewer removal and replacement work is required to be completed by June 30, 2021, in advance of the Linden Avenue realignment work.

**FISCAL IMPACT:** Total contracted work is \$39,610.00, with \$15,425.00 to be paid through the Water Enterprise Fund (for the removal of the water system pressure reduction valve), and \$24,185.00 to be paid from the Storm Water Fund (for the storm sewer replacement along Linden Avenue).

**RECOMMENDATION:** Staff is recommending that the City Council consider, *as part of the consent agenda*, accepting the quotes and awarding a construction contract to Miller Excavating, Inc. in the amount of \$39,610.00 for the Removal of the 50th Street PRV & Vault, and the Linden Avenue Storm Sewer Replacement. If removed from the consent agenda, the recommended motion for this action is as follows:

***“Move to accept the quotes and award a contract to Miller Excavating, Inc. in the amount of \$39,610.00 for the Removal of the 50th Street PRV & Vault, and the Linden Avenue Storm Sewer Replacement.”***

**ATTACHMENTS:**

1. Construction Contract with Miller Excavation, Inc. for the Removal of the 50th Street PRV & Vault, and the Linden Avenue Storm Sewer Replacement.

**CITY OF LAKE ELMO, MINNESOTA  
50TH ST & SANCTUARY REMOVALS  
PROJECT NO. 2021.110**

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**CONSTRUCTION CONTRACT FOR THE  
50TH ST & SANCTUARY REMOVALS PROJECT  
LAKE ELMO, MINNESOTA**

This Contract, made this 26th day of APRIL, 2021, by the City of Lake Elmo, Minnesota (hereinafter called the "Owner") and MILLER EXCAVATING, INC. (hereinafter called the "Contractor").

WITNESSETH that the parties hereto agree as follows:

The Contractor shall provide all labor, services, materials, equipment and machinery, transportation, tools, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals, including profit and overhead, necessary for the performance, testing, start-up, and completion of the work as described herein:

**DESCRIPTION OF WORK:**

**REMOVE PRV VALVE:** The Contractor shall remove the PRV valve and valve vault structure located east of the 50th St N / Lily Ave N intersection and reconnect the watermain where the PRV valve was removed. This work includes items such as: remove and dispose of bituminous pavement, common excavation, remove and dispose of manhole top slab and barrel section(s), disconnect valve, remove and dispose of PRV valve, remove and dispose of gate valve(s), remove and dispose of watermain, connect to existing watermain, backfill, restore disturbed soil with seed and blanket.

**REMOVE AND REPLACE STORM SEWER:** The Contractor shall remove and replace approximately 25 ft of storm sewer that runs beneath Linden Ave N east of the Linden Ave N / 58th St N intersection. This work includes items such as: remove and dispose of bituminous pavement, remove and dispose of concrete curb, common excavation, remove and replace RCP storm sewer, backfill, patch bituminous street including subgrade preparation, select granular borrow, aggregate base, tack coat, and bituminous surfacing, adjust castings including new adjusting rings and infi-shield, install new concrete curb wings.

The work shall be completed per the applicable MnDOT Standard Specifications for Construction (2018 Edition), CEAM Standard Specifications (2018 Edition), and in accordance with the special provisions outlined within this Construction Contract.

The Contractor will be paid as a Lump Sum for work completed in accordance with the Construction Contract. Any other items are considered incidental to the items discussed in the quote.


Staff requests at least 48-hour notice prior to beginning PRV removal work to allow for City staff to be on site to operate adjacent watermain valves.

All work shall be completed within the specified time frame and under the terms and conditions provided within this Construction Contract, and in accordance with the "General Conditions" shown in this contract. The contractor shall complete the proposed REMOVE PRV VALVE work by **MAY 15, 2021**. The contractor shall complete the proposed REMOVE AND REPLACE STORM SEWER work by **JUNE 30, 2021**.

The Owner will make payment for the whole contract upon acceptance by the Owner of all work required hereunder and in compliance with all the terms and conditions of this contract.

**TOTAL AMOUNT (INSERT FROM QUOTE FORM):** \$39,610.00

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

  
(Contractor) Stephen St. Claire, President  
Miller Excavating Inc

(City of Lake Elmo)

## GENERAL CONDITIONS

- I. CHANGES IN WORK. - The Owner may at any time, make changes in the drawings and specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract or in the time required for its performance, an equitable adjustment will be made, and this contract will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such contract change order by the Owner and the price therefore stated in the order.
- II. INSPECTION OF WORK. - All materials and workmanship will be subject to inspection, examination, and test, by the Owner, who will have the right to reject defective material and workmanship or require its correction.
- III. COMPLETION OF WORK. - If the Contractor refuses or fails to complete the work within the time specified in this contract, or any extension thereof, the Owner may terminate the Contractor's rights to proceed. In such event the Owner may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor will be liable for any excess cost occasioned the Owner thereby; and the Owner may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contract to proceed, the Contractor will continue the work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the Owner the sum of **\$100** as liquidated damages for each calendar day of delay, and the Contractor will be liable for the amount thereof: Provided, however, that the right of the Contractor to proceed will not be terminated because of delays in the completion of the completion of the work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.
- IV. RELEASES. - Prior to final payment, the Contractor will submit evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid as required by the Owner.
- V. OBLIGATION TO DISCHARGE LIENS. - Acceptance by the Owner of the completed work performed by the Contractor and payment therefore by the Owner will not relieve the Contractor of obligation to the Owner (which obligation is hereby acknowledged) to discharge any and all liens for the benefit of subcontractors, laborers, material-person, or any other persons performing labor upon the work or furnishing material or machinery for the work covered by this contract, which have attached to or may subsequently attach to the property, or interest of the Owner.
- VI. NOTICES AND APPROVAL IN WRITING. - Any notice, consent, or other act to be given or done hereunder will be valid only if in writing.
- VII. CLEANING UP. - The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials.
- VIII. WARRANTY. - Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens. If within one year after completion of the work, any work is found to be defective, Contractor shall promptly, without cost to the Owner, correct such defective work as approved by the Owner.
- IX. INDEMNIFICATION. - Contractor shall defend and indemnify the city against claims brought or actions filed against the city or any of its officers, employees or agents for property damage, bodily injury or death to third persons, arising out of or relating to contractors work under the contract.
- X. WORKERS' COMPENSATION INSURANCE. - Contractor shall provide a certificate of insurance showing evidence of workers' compensation coverage or provide evidence of qualification as a self-insurer of workers' compensation.
- XI. LIABILITY INSURANCE REQUIREMENTS. - A certificate of insurance acceptable to the City shall be filed with the City prior to the commencement of the work. The certificate and the required insurance policies shall contain a provision that the coverage afforded under the contract will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the city. Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and an aggregate limit of not less than \$2,000,000. The CGL insurance shall cover liability arising from premises, operations, independent contractors, subcontractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability. The City and FOCUS Engineering, Inc. shall be named as an additional insured under the CGL. Contractor shall maintain automobile liability insurance, and if necessary, umbrella liability insurance with a limit of not less than \$1,000,000 each accident and an aggregate limit of not less than \$2,000,000. The insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

**QUOTE PROPOSAL FOR THE  
50TH ST & SANCTUARY REMOVALS PROJECT  
LAKE ELMO, MINNESOTA**

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	REMOVE PRV VALVE	LS	1	15,425. <sup>00</sup>	15,425. <sup>00</sup>
2	REMOVE AND REPLACE STORM SEWER	LS	1	24,185. <sup>00</sup>	24,185. <sup>00</sup>
<b>TOTAL 50TH ST &amp; SANCTUARY REMOVALS PROJECT</b>				\$	39,610. <sup>00</sup>

Payment for removal of PRV valve, removal of PRV valve vault, and watermain reconnection in accordance with the Contract Documents will be lump sum. We have examined the site of the work and are acquainted with all conditions affecting the construction of the work.

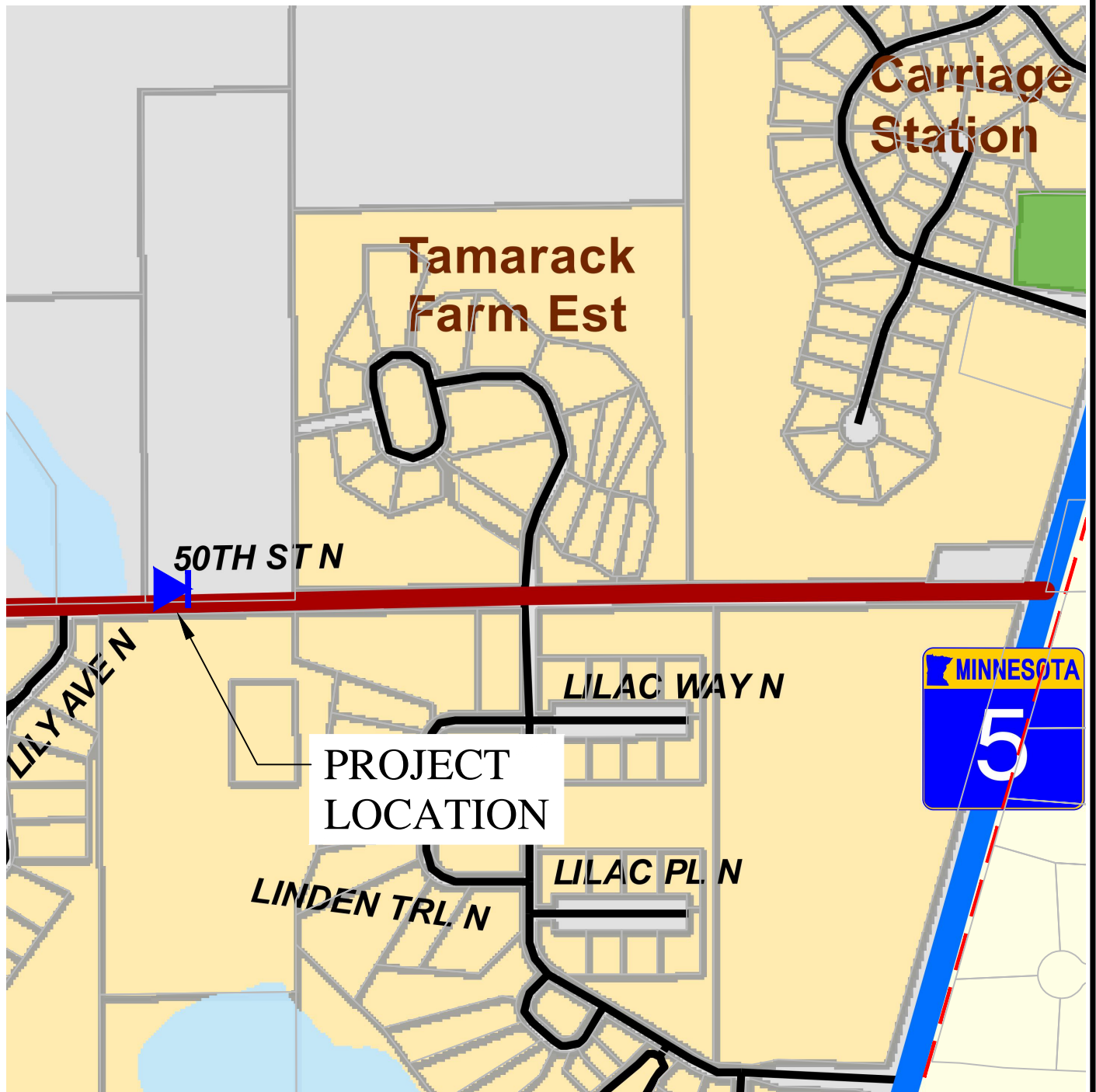
Payment for removal and replacement of storm sewer in accordance with the Contract Documents will be lump sum. We have examined the site of the work and are acquainted with all conditions affecting the construction of the work.

We understand and agree that the City may chose to award the project to the lowest responsible quote or in the best interest of the City. The City reserves the right to reject any or all quotes, to waive any informalities in any Quote, and to omit any part of the above work.



We agree that if this Proposal is accepted, we will execute a Contract in the form attached to this bid package. If we are awarded the Contract, we will complete the REMOVE PRV VALVE work by **MAY 15, 2021** and the REMOVE AND REPLACE STORM SEWER work by **JUNE 30, 2021**.

Respectfully submitted,

Firm Name MILLER EXCAVATING, INC  
 Signature AC AC  
 Signed by STEPHEN ST. CLAIRE  
 Title PRESIDENT  
 Contact Phone Number 651-439-1637  
 Address 3741 STACELOACH TR  
STILLWATER, MN 55082



**LEGEND**

-  PRV VALVE
-  CITY LIMITS

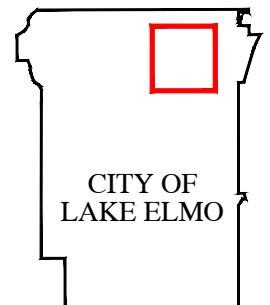


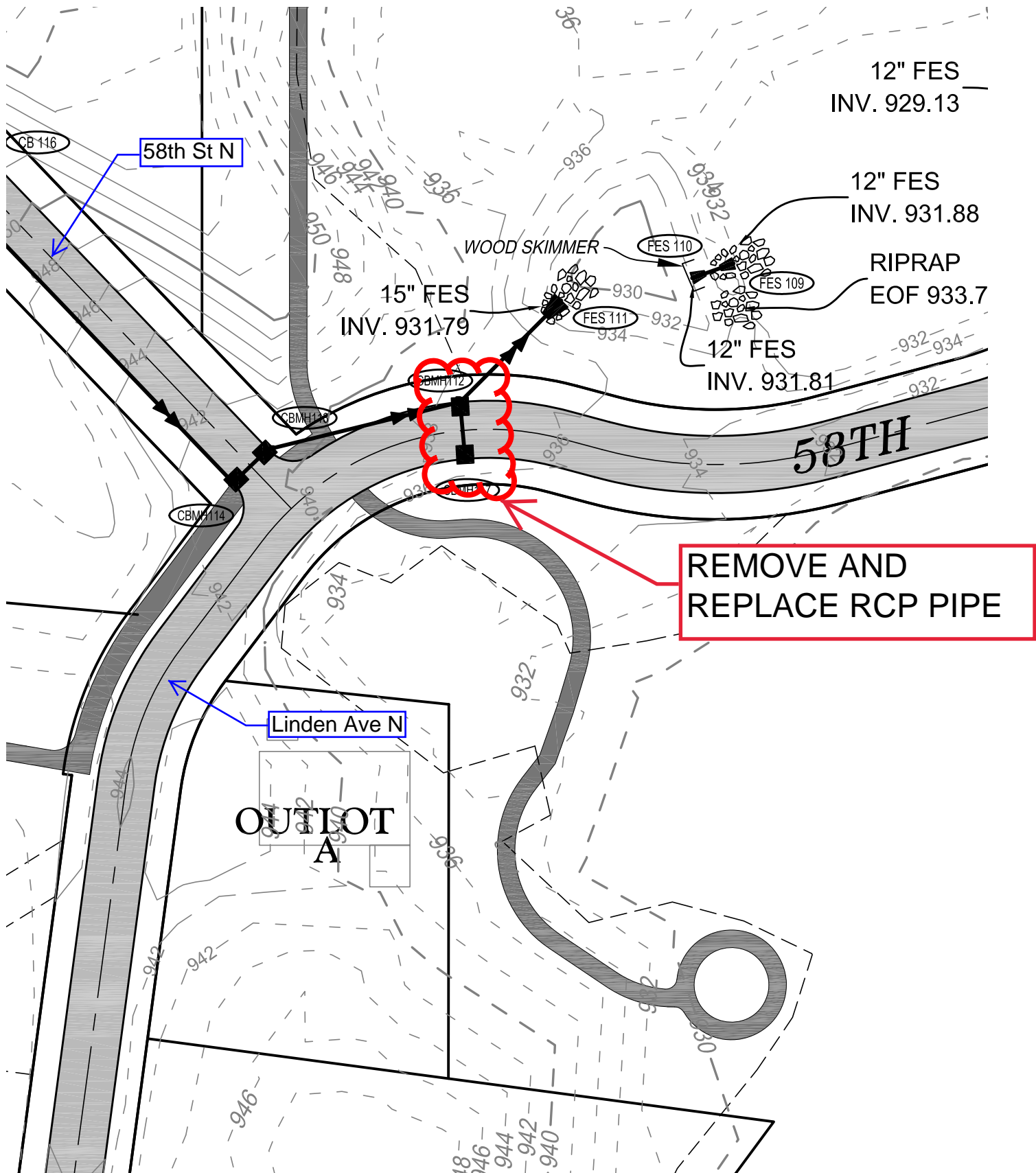
FIGURE NO. 1

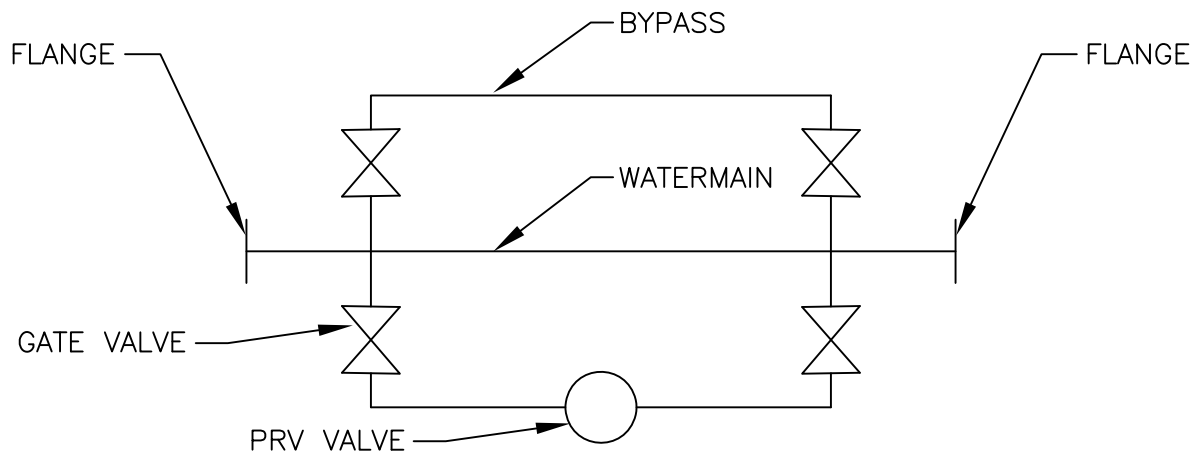
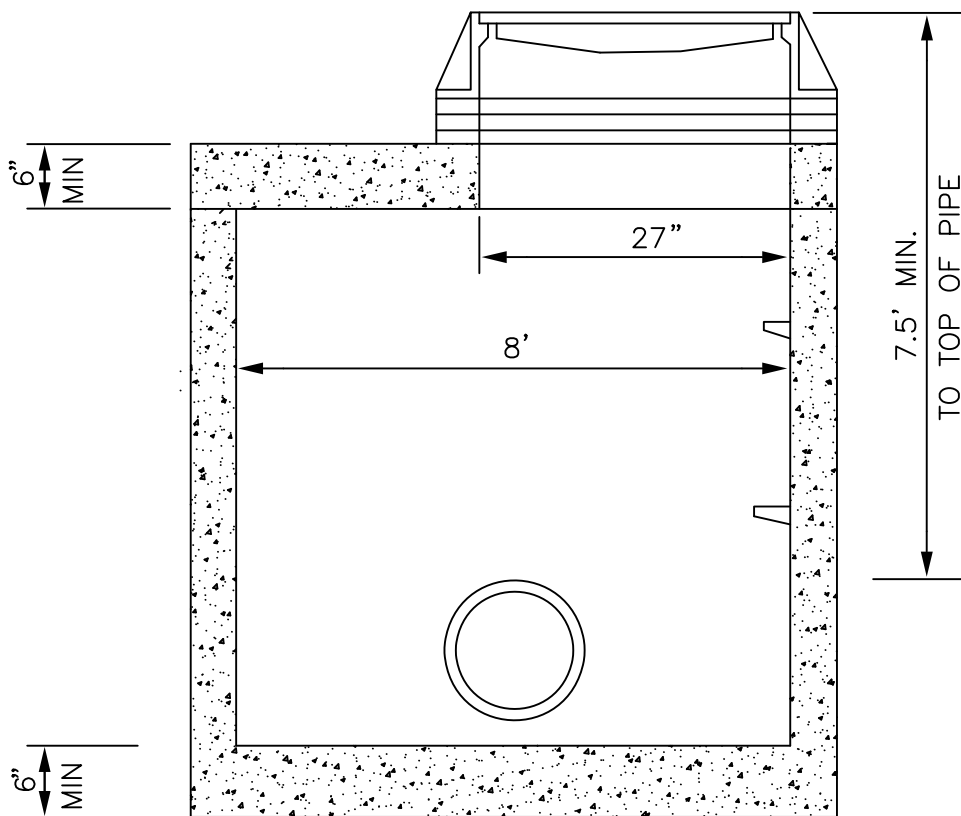
**LOCATION MAP**

50TH STREET PRV VALVE

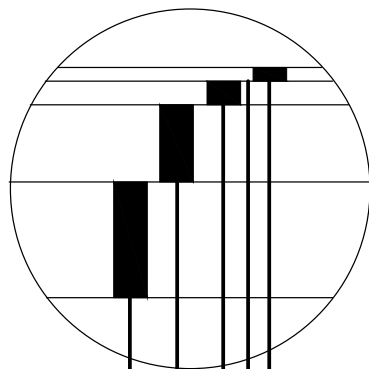
**FOCUS**  
ENGINEERING, inc.

REMOVE 50TH STREET  
PRV VALVE  
  
PROJECT NO. 2021.110





\* NOTE: THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY. THIS SKETCH MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR CONFIRMING ACTUAL CONDITIONS BEFORE PROVIDING QUOTE.



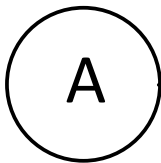
TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)

BITUMINOUS TACK COAT

TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)

AGGREGATE BASE CLASS 6

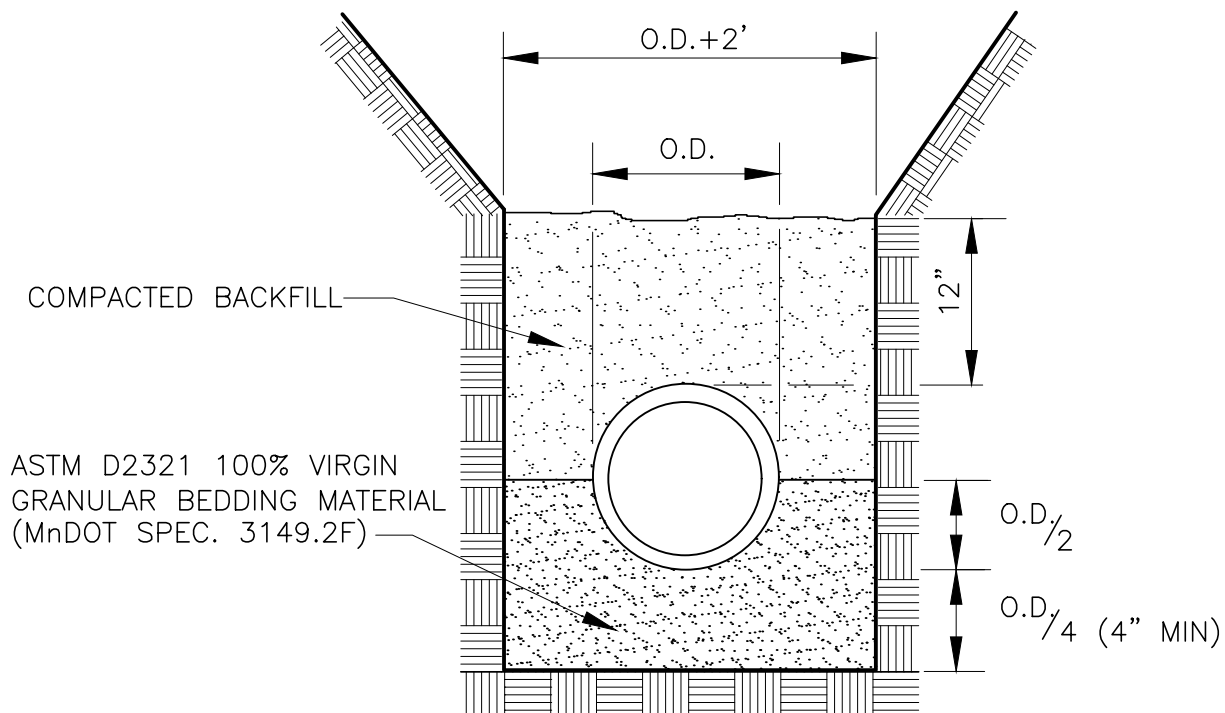
SELECT GRANULAR BORROW



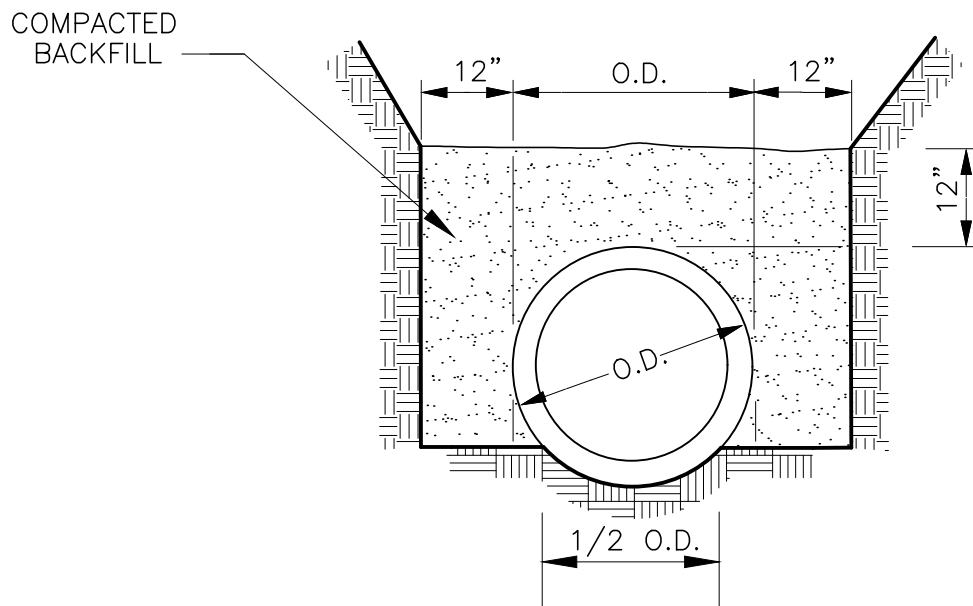
TYPICAL SECTION

STREET PATCH

(REMOVE AND REPLACE STORM SEWER)



GRANULAR MATERIAL BEDDING  
(TO BE USED WHERE, IN THE OPINION OF THE ENGINEER, UNSTABLE  
MATERIAL PREVENTS USE OF THE "EARTH FOUNDATION" DETAIL)



EARTH FOUNDATION  
(EXCEPT SANITARY SEWER)  
PIPE FOUNDATION DETAILS

APRIL 2019

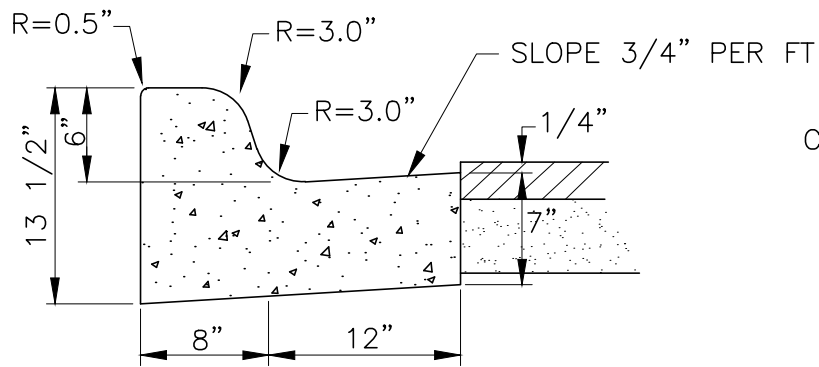


CITY OF LAKE ELMO

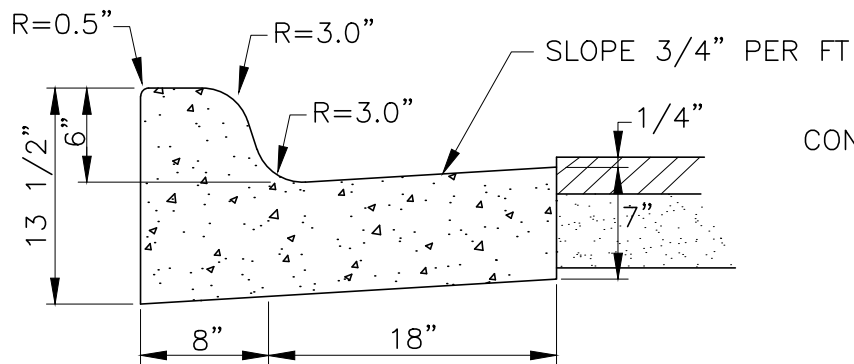
STANDARD DRAWING NO.

101

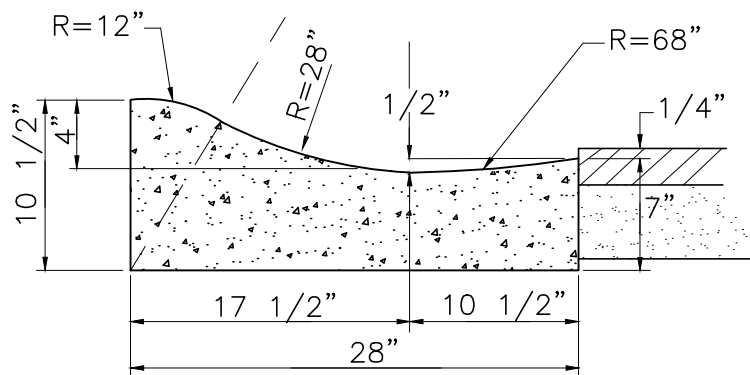
LAKE ELMO



MnDOT B612  
CONCRETE CURB AND GUTTER



MnDOT B618  
CONCRETE CURB AND GUTTER



SURMOUNTABLE  
CONCRETE CURB AND GUTTER

NOTE:  
CONSTRUCT B618 CURB & GUTTER AT  
INTERSECTION RADII FROM P.C. TO P.T. PROVIDE  
10-FOOT TRANSITION FROM SURMOUNTABLE  
CURB & GUTTER TO B618 CURB & GUTTER AT  
INTERSECTIONS AND CATCH BASINS.

## CONCRETE CURB & GUTTER

APRIL 2019



CITY OF LAKE ELMO

STANDARD DRAWING NO.

501

LAKE ELMO