



STAFF REPORT

DATE: October 3, 2023

CONSENT

AGENDA ITEM: Approve MPCA Grant Agreement, and Order Preparation of Feasibility Report, and the Preparation of Plans and Specifications for the Stillwater Boulevard (CSAH 14) Trunk Watermain Improvements

SUBMITTED BY: Kristina Handt, City Administrator

REVIEWED BY: Jack Griffin, City Engineer
Marty Powers, Public Works Director
Chad Isakson, Assistant City Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve the Grant Agreement with the MPCA, and order the Preparation of Feasibility Report, and the Preparation of Plans and Specifications for the Stillwater Boulevard (CSAH 14) Trunk Watermain Improvements?

BACKGROUND: In accordance with the City's Capital Improvement Plan, the extension of a trunk watermain has been identified for construction in 2024, extending along Stillwater Boulevard (CSAH 14) from approximately 885 feet east of Jamaca Avenue to approximately 1,530 feet west of Lake Elmo Avenue, and connecting the existing Jamaca Avenue trunk watermain to the watermain network in the Village area (see attached Project Exhibit).

The project will construct a critical trunk water transmission line that completes a primary watermain loop within the intermediate pressure zone, and provides a secondary transmission main to ensure a continued water supply under conditions of a trunk watermain repair/break. The trunk watermain improvement is also needed to meet the growing water supply delivery demands for the newly connected neighborhoods outside of the City growth areas, and was identified as an important water system improvement in the Clean Drinking Water Supply Plan (CDWSP) recently completed for the 3M Settlement Funds. Along the watermain extension, municipal water will be made available to 10 additional existing residential properties, 2 of which have private well advisories.

PROPOSAL DETAILS/ANALYSIS: To ready the Project for construction in 2024, staff prepared and submitted a 3M Settlement Priority 1 Drinking Water Grant application. The grant was recently approved by the 3M Settlement Fund Co-Trustees and the MPCA prepared the Grant Agreement for the Project.

The Grant Agreement provides funding for the majority of the total estimated project costs including construction of the public watermain improvements, private water service connection costs and City connection/WAC fees for the 2 properties with exiting well advisories, private well abandonment costs for the 2 properties with existing well advisories, and engineering costs to implement the Project. It is recommended that the installation of private water services be constructed as part of the Project for the remaining 8 existing properties without well advisories, however these costs are not grant eligible.

In order to initiate the improvement, the Council must approve the MPCA Grant Agreement and order the preparation of a Feasibility Report as required by the statutory process for public improvements that are specially assessed. The Feasibility Report will advise on the scope of recommended improvements; provide estimated project costs; identify easement and right-of-way, permits and other requirements of other local agencies needed to implement the improvements; recommend whether the improvements should be best made as proposed or in connection with some other improvement; and advise if the improvements are necessary, cost effective, and feasible. The report will also provide a proposed preliminary assessment roll for each of the benefitting properties based upon the City's Special Assessment Policy for Local Improvements.

In addition to the authorization of the Feasibility Report, the Council is asked to authorize the preparation of Plans and Specifications. This will allow the design work to commence immediately, including the acquisition of the topographic survey and field reviews prior to winter ground conditions.

FISCAL IMPACT: The Project will be substantially funded through the MPCA Grant in the amount of \$3,140,000. Additional Project funding may include special assessments and water enterprise funding. The Grant is set to expire on December 31, 2025.

RECOMMENDATION: Staff is recommending that the City Council approve, *as part of the Consent Agenda*, the Grant Agreement with the MPCA for the Stillwater Boulevard (CSAH 14) Trunk Watermain Improvements. If removed from the *Consent Agenda*, the recommended motion for this action is as follows:

“Move to approve the Grant Agreement with the MPCA for the Stillwater Boulevard (CSAH 14) Trunk Watermain Improvements.”

Staff is also recommending that the City Council approve, *as part of the Consent Agenda*, a Resolution Ordering the preparation of a Feasibility Report and ordering the preparation of Plans and Specifications for the Stillwater Boulevard (CSAH 14) Trunk Watermain Improvements. If removed from the *Consent Agenda*, the recommended motion for this action is as follows

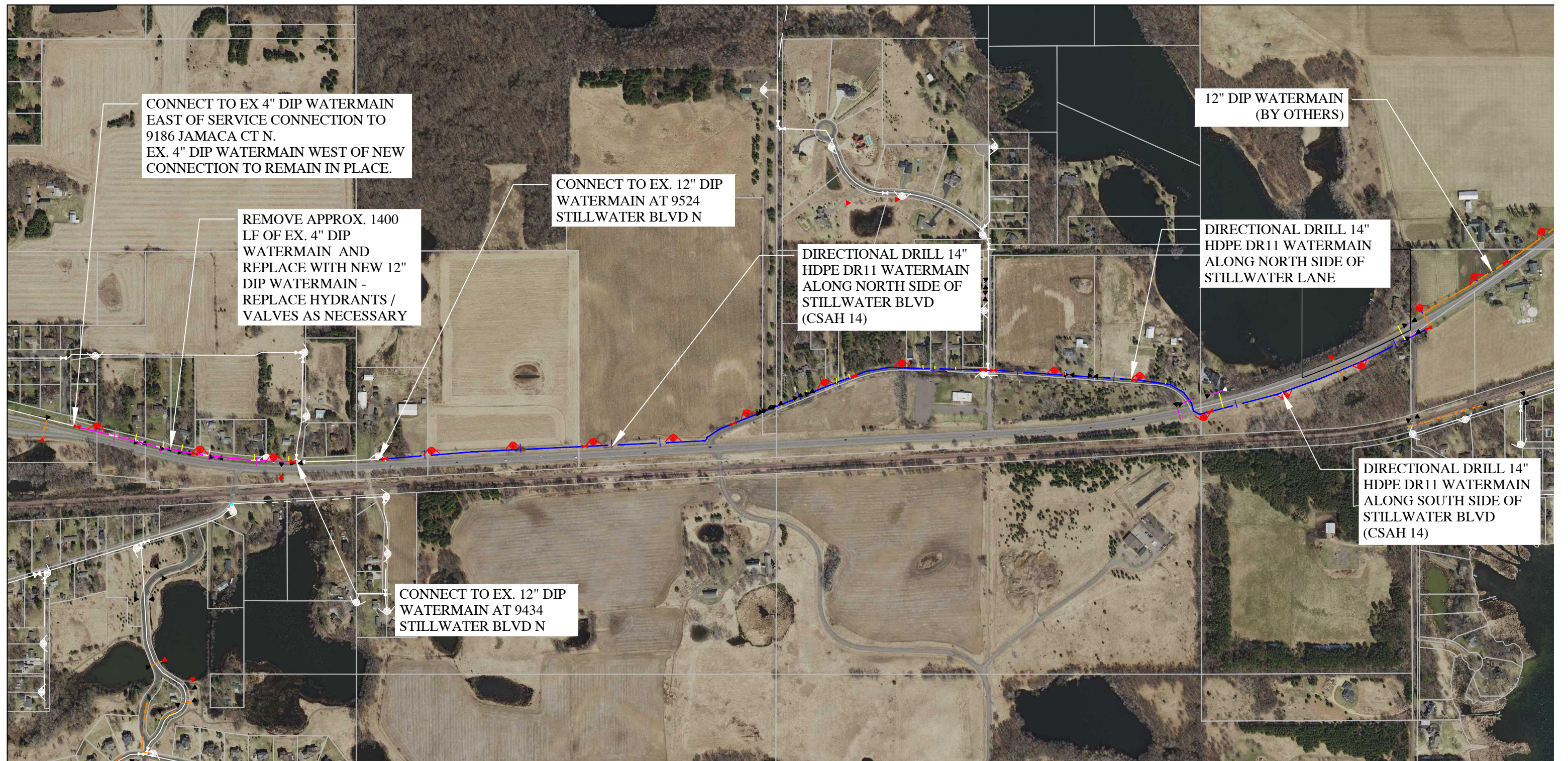
“Move to approve Resolution No. 2023-097, Ordering preparation of a Feasibility Report and Preparation of Plans and Specifications for the Stillwater Boulevard (CSAH 14) Trunk Watermain Improvements.”

Staff is further recommending that the City Council award, *as part of the Consent Agenda*, a Professional Engineering Design and Construction Support Services Contract for the Stillwater Boulevard (CSAH 14) Trunk Watermain Improvements. Staff is recommending SEH, Inc. be awarded the contract in accordance with the attached Task Order No. 25. If removed from the *Consent Agenda*, the recommended motion for this action is as follows:

“Move to approve a Professional Engineering Design and Construction Support Services Contract to SEH, Inc in the not to exceed amount of \$267,400 for the Stillwater Boulevard (CSAH 14) Trunk Watermain Improvements.”

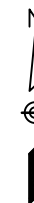
ATTACHMENTS:

1. Project Location Map/Exhibit.
2. MPCA Grant Agreement PRO20230004.
3. Resolution Ordering the Preparation of a Feasibility Report and the Preparation of Plans and Specifications for the Stillwater Boulevard (CSAH 14) Trunk Watermain Improvements.
4. SEH, Inc. Task Order #25 – Stillwater Boulevard (CSAH 14) Trunk Watermain Improvements.



LEGEND

- | | | | |
|--|--------------------------|--|------------------------|
| | EX. WATER MAIN | | PROPOSED WATER MAIN |
| | EX. HYDRANT | | PROPOSED HYDRANT |
| | EX. VALVE | | PROPOSED VALVE |
| | EXISTING STORM STRUCTURE | | PROPOSED WATER SERVICE |
| | EXISTING STORM SEWER | | |





Grant Agreement

State of Minnesota

Doc Type: Contract/Grant

SWIFT Contract Number:

Agency Interest ID: 90810

Activity ID: PRO20230004

This Grant Agreement is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155-4194 ("MPCA" or "State"), and **City of Lake Elmo**, a Minnesota municipal corporation, 3880 Laverne Avenue North, Lake Elmo, MN 55042 ("Grantee" or "Contractor" or "City").

Recitals

1. Under Minn. Stat. § 116.03, subd. 2, the State is empowered to enter into this grant.
2. The City is authorized to enter into this grant under Minn. Stat. § 412.211.
3. The State and City are in need of the **City of Lake Elmo Stillwater Boulevard Trunk Watermain** project, as part of the Conceptual Drinking Water Supply Plan (Conceptual Plan), to address Perfluoroalkyl Substances (PFAS) impacts to drinking water supplies in the East Metro area.
4. Grantee will comply with required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), subd. 4(a)(1).
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to [Minn. Stat. § 16B.98](#), subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant Agreement

1.1 Effective date: September 20, 2023, Per [Minn. Stat. § 16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

1.2 Expiration date: December 31, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of terms. The following clauses survive the expiration or cancellation of this grant agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee's Duties

The grantee will plan, design and construct the trunk water transmission line along Stillwater

Boulevard in the City of Lake Elmo (extending 885 feet east of Jamaca Ave to approximately 1,530 feet west of Lake Elmo Avenue). This project also includes the connection of two homes with well advisories along the watermain extension to municipal water. The neighboring eight homes may be eligible for municipal water connection in the future if new sampling data results in a well advisory.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4. Consideration and Payment

4.1 Consideration. The State will pay for all services performed by the Grantee under this grant agreement as follows:

(a) Compensation. The MPCA will reimburse the Grantee according to approved invoices relating to the duties listed in Clause 2. The MPCA will review the expense documentation submitted by the Grantee for the costs and will reimburse the Grantee for reasonable and necessary expenditures, as determined by the MPCA. Any project components and costs inconsistent with the Conceptual Plan will be required to have supporting documentation for consideration of eligibility. Items that are determined ineligible will not be reimbursed. The Grantee must submit a request in writing to the MPCA for approval prior to using the contingency funds.

(b) Travel expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will be provided to meet the duties listed in Clause 2; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$3,140,000.00 (Three Million One Hundred Forty Thousand Dollars and Zero Cents)**.

4.2 Payment

(a) Invoices. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **monthly or at least quarterly**.

Invoices must be emailed to mpca.ap@state.mn.us, and contain the following information:

- Name of Grantee
- Grantee project manager
- Invoice number
- Invoice date
- MPCA project manager
- SWIFT Contract No.

- Invoicing period (actual working period)
- Prevailing Wage documentation (if applicable)

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Grantee shall submit an invoice for the final payment upon submittal of the final progress and financial report within 30 (thirty) days of the original or amended end date of this grant agreement. The State reserves the right to review invoices submitted after 30 (thirty) days and make a determination as to payment.

(b) Unexpended Funds. The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work and have a total project cost of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41 through 177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred/>

4.4 Prevailing Wage (if applicable)

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. Rates are listed in **Attachment A**.

In compliance with Minn. Stat. § 177.43, subd. 3 and §177.44, subd. 5, the wages of laborers, workers, and the mechanics on projects financed in whole or part by State Funds should be comparable to wages paid for similar work in the community as a whole. Project includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds.

Any work on real property which uses the skill sets of any trades covered by Labor Code and Class under prevailing wages is construction and requires prevailing wages. See <http://www.doli.state.mn.us/LS/PrevWage.asp> for a list of affected trades.

The Contractor shall pay prevailing wages to its employees when conducting construction activities under this agreement.

Applicability. In accordance with Minn. Stat. § 177.43, subd. 7. This does not apply to an agreement or work under an agreement, under which:

- A. the estimated total cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete the work; or
- B. the estimated total cost of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it.

Choose from Commercial, Highway/Heavy, or Residential Wage Rates:

The prevailing wage rate requirements are attached as **Attachment A**.

Prevailing Wage Payroll Information:

In accordance with Minn. Stat. § 177.30, subd. 4, and § 177.43, subd. 3, the Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner:

- All payrolls, of all workers on the project, a certified payroll report via e-mail as attachments, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the appropriate e-mail addresses: prevailingwage.pca@state.mn.us and Megan.Holthaus@state.mn.us.
- The Subject line on the Contractor's or Subcontractor's e-mail must give their firm's name and the Contract or Purchase Order Number.
- These completed forms must be furnished not more than 14 days after the end of each pay period.
- The State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the MMD website at <http://www.mmd.admin.state.mn.us/mn02000.htm>. Submit the completed and signed State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and the Statement of Compliance Form as a PDF file, no other payroll forms will be accepted to meet this requirement.

The prevailing wage payroll information forms that are submitted shall be maintained by the contracting agency for a minimum of three years after final payment has been made on the project. All of the data provided on the Prevailing Wage Payroll Information Form will be public data, which is available to anyone upon request.

Refer vendor questions regarding the Prevailing Wage Laws to the Department of Labor and Industry at 651-284-5091 or visit the website for Labor Standards Section, Prevailing Wage <http://www.doli.state.mn.us/LS/PrevWage.asp>.

All construction work needs an IC-134 form submitted by the Contractor before payment can be made. The Contractor can find a copy of the IC-134 online at the Minnesota Department of Revenue website at <https://www.revenue.state.mn.us/sites/default/files/2019-01/ic134.pdf>.

4.5 Reporting Requirements

The Grantee shall submit to the State quarterly status reports, based on the effective date of this agreement.

5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's

satisfaction, as determined at the sole discretion of the State's Authorized Representative/MPCA's Project Manager and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative/Project Manager is **Elizabeth Kaufenberg**, 520 Lafayette Road, St. Paul, MN 55155, 651-757-2481, elizabeth.kaufenberg@state.mn.us, or their successor, and has the authority to monitor the Grantee's performance and to accept the services provided under this agreement. If the services are satisfactory, the MPCA's Project Manager will certify acceptance of each invoice submitted for payment.

The State's Project Manager is **Megan Holthaus**, 520 Lafayette Road, St. Paul, MN 55155, 651-757-2843, Megan.Holthaus@state.mn.us, or their successor.

The Grantee's Authorized Representative is **Kristina Handt**, City Administrator, 3880 Laverne Avenue North, Lake Elmo, MN 55042, 651-747-3905, khandt@lakeelmo.org, or their successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Change Orders, Waiver, and Grant Agreement Complete

7.1 Assignment. The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.

7.2 Amendments. Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

7.3 Change orders. If the State's Project Manager or the Grantee's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract/Agreement, or cause an extension of the term of this Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative **in advance of doing the work**. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

7.4 Waiver. If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.

7.5 Grant agreement complete. This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Indemnification

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

9. State Audits

Under [Minn. Stat. § 16B.98](#), subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Intellectual Property

10.1 Government data practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 Intellectual property rights

(a) Intellectual property rights. The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or cancellation of this grant agreement. To the extent possible, those Works eligible for copyright protection under the United States' Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request

of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(b) Obligations.

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.
- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.
- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

11. Workers' Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination

13.1 Termination by the State. The State or Grantee may immediately terminate this grant agreement with or without cause, upon 30-days' written notice to the other party. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 Termination for cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the state of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 Termination for insufficient funding. The State may immediately terminate this grant agreement if:

(a) It does not obtain funding from the Minnesota Legislature.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14. Data Disclosure

Under [Minn. Stat. § 270C.65](#), subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15. Payment to subcontractors (if applicable)

As required by Minn. Stat. § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

Signatures

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

RESOLUTION NO. 2023-097

**A RESOLUTION ORDERING THE PREPARATION OF A FEASIBILITY REPORT
AND PREPARATION OF PLANS AND SPECIFICATIONS FOR THE
STILLWATER BOULEVARD (CSAH 14) TRUNK WATERMAIN IMPROVEMENTS**

WHEREAS, the City is extending trunk watermain along Stillwater Boulevard (CSAH 14) to construct a secondary transmission main from the Jamaca Avenue trunk watermain to the Village area, the (PROJECT), to ensure a continued water supply under conditions of trunk watermain repairs/breaks; to meet the water supply delivery demands for the newly connected neighborhoods outside of the City growth areas; and to support the delivery of future water supply sources; and

WHEREAS, the PROJECT is programmed in the Capital Improvement Plan (CIP) for construction in 2024; and

WHEREAS, the PROJECT will install public watermain that abuts and makes connection to City water available to several properties along the proposed improvement route; and

WHEREAS, it is proposed to assess the benefiting properties for all or a portion of the cost of the improvement, pursuant to the City's Special Assessment Policy and Minnesota Statutes Chapter 429.

NOW, THEREFORE, BE IT RESOLVED,

1. That the proposed improvement, called Stillwater Boulevard (CSAH 14) Trunk Watermain Improvements, be referred to the City Engineer and FOCUS Engineering, to complete a feasibility report in accordance with Minnesota Statutes Chapter 429 for the proposed improvements, and to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should be best made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.
2. The City Engineer, together with SEH, Inc. are hereby designated as the project engineer and are directed to prepare Plans and Specifications for the making of such improvement.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE THIRD DAY OF OCTOBER, 2023.

CITY OF LAKE ELMO

(Seal)
ATTEST:

By: _____
Charles Cadenhead
Mayor

Julie Johnson
City Clerk

In accordance with ARTICLE 1 of the Master AGREEMENT between the City of Lake Elmo ("CITY") and Short Elliott Hendrickson, Inc. (SEH) ("CONSULTANT"), dated August 13, 2014 ("AGREEMENT"), the ENGINEER agrees to provide Professional Consulting Support Services as follows:

STILLWATER BOULEVARD (CASH14) TRUNK WATERMAIN EXTENSION

PROJECT OVERVIEW: The City of Lake Elmo requires professional design and construction phase engineering services for a trunk watermain extension along Stillwater Boulevard (CSAH 14) connecting the Village area to the Jamaca Avenue Trunk Watermain. The transmission line is required to meet the water supply delivery demands for the newly connected neighborhoods outside of the City growth areas (Parkview Estates; Cardinal Ridge; Cardinal View; Whistling Valley; Torre Pines; and Stonegate); to support the delivery of future water supply sources, including potentially St. Paul Regional Water Services; and to ensure a continued water supply under conditions of trunk watermain repairs/breaks.

The services outlined in this task order are intended to assist the City to complete the preliminary and final design, including the preparation of plans and specifications and contract documents, bidding phase services, and construction phase support services as detailed in this Task Order.

SERVICES TO BE PROVIDED BY ENGINEER: SEH, Inc. shall provide the following Professional Engineering Services:

1. Project Management throughout the course of the work for preparation of design documents and construction phase services including submittal of a weekly progress memo and job to date budget form.
2. Preparation of Plans and Specifications, and Contract Documents.
 - Project kick-off meeting with city staff.
 - Work with city staff to develop critical success criteria for the project, obtain project information and formalize the budget and schedule.
 - Confirm trunk water main pipe size and material using updated water system modeling with current growth projections and water demands.
 - Identify small utility conflicts related to the proposed design to the City's Project Manager. The City will coordinate necessary relocation efforts with the respective small utility company as needed.
 - Prepare preliminary pipe route layout and review with City to confirm location of trunk watermain along the corridor.

- Review the geotechnical evaluation services report as obtained by the City to evaluate the subsurface conditions along the project corridor, and to inform the design parameters and recommendations for watermain layout and pavement requirements.
- Provide 60% plans and specifications to City for review, including design criteria and assumptions memorandum.
- Provide 90% plans and specifications to City for review, including updated design criteria and assumptions memorandum.
- Revise the final plans and specifications based on city comments.
- Prepare opinion of probable cost based on final plans.
- Identify permits required to complete the proposed work. The design shall incorporate measures to meet compliance requirements for all permits necessary.
- Prepare and submit any necessary permit applications for approval.

DELIVERABLES:

- Preliminary Design memorandum summarizing the recommendations for watermain installation and type of street improvements.
- Plans in electronic format (PDF) and hard copy format (2 full size and 4 half size).
- Specifications in electronic format and hard copy format (3 copies for the city and the appropriate number for contracts and required permits).
- Opinion of Total Probable Project Costs with total project cost breakdowns provided by for application of the City assessment policy.
- Design Memorandum summarizing final design assumptions and performance criteria incorporated into the project design.
- Identification of easements needed for the construction of the project. Easements shall be placed on the final plans.
- Completed project permit applications ready for signature by city representative.

3. Bidding Phase Services for each bid package.

- Submit “Advertisement for Bids” to Stillwater Gazette and Quest CDN.
- Distribute plans and specifications as requested by bidders.
- Maintain planholder list.
- Respond to bidders’ questions and issue addenda as necessary.
- Tabulate bid in electronic format.
- Prepare contract award recommendation letter.

4. Construction Phase Services.

- Assist the City to prepare for the preconstruction meeting and attend meeting.
- Provide technical and construction administration support throughout the project as requested by the City’s Project Manager (assume 80 hours from the design engineer of record).
- Coordinate and provide construction staking.

- Provide review of shop drawings and make recommendations regarding acceptability of submittals.
- Prepare and submit record drawings in electronic format (AutoCAD and PDF) and hard copy format (1 full size and 2 half-size) based upon staking information and information provided by the contractor and city.
- Prepare and submit the utility as-built survey data as GIS Shape Files, including relevant asset information (such as date of install, material type, size, structure type).

5. City Responsibilities. The city (or its consultants) will provide the following:

- Provide geotechnical investigation services Report upon completion.
- Coordination with the public and conduct public meetings.
- Presentation(s) to the City Council.
- Easement negotiations and acquisition, if needed.
- Review of 60% and 90% plans and specifications.
- Coordination with small utility companies if conflicts are identified.
- Construction Administration of the Contract.
- Construction Observation.
- Retain Material and Compaction testing services based on recommend scope.
- One year warranty inspections.
- Preparation of Feasibility Report, if any, including assessment calculations, assessment role and conduct Final Assessment Hearing.

TIMES FOR RENDERING SERVICES: CONSULTANT shall perform its services and provide deliverables in accordance with the following schedule:

1. October 3, 2023 Council approves selection of Engineering Firm.
2. February 6, 2024 Council approves Plans and Specifications; Authorizes Ad for Bids.
3. March 7, 2024 Receive contractor bids.
4. March 19, 2024 Council accepts bids and awards contract.
5. September 30, 2024 Substantial Completion (watermain operational, ready for connection).

CITY'S REPRESENTATIVE AND CONTRACT ADMINISTRATION: The CITY's representative with respect to services rendered by CONSULTANT under this TASK ORDER shall be the City Engineer. Project correspondence must be addressed to:

Chad Isakson, P.E., City Engineer
 City of Lake Elmo
 3880 Laverne Avenue North
 Lake Elmo, MN 55042
 651.300.4283
 Email: Chad.Isakson@FOCUSEngineeringinc.com

COMPENSATION: Compensation to CONSUTLANT shall be based on the hourly billing rates for each staff as assigned and provided in the CONSUTLANT’S Proposal and Fee Estimate for the work. Invoices shall be submitted once each month and should be sent to the attention of the City Engineer.

Compensation to CONSUTLANT for Project Management, the Preparation of Plans and Specifications, Contract Documents, and Bidding Phase Services shall be on an hourly rate basis in a not to exceed amount of **\$209,600.00.**

Compensation to the CONSUTLANT for the Construction Phase Services shall be on an hourly rate basis in a not to exceed amount of **\$57,800.00.**

ADDITIONAL SERVICES: If authorized by the City, CONSUTLANT shall furnish or obtain from others Additional Services which are not considered under this Task Order. Such services shall be compensated for on an Hourly Rate basis in an amount approved by the City prior to any services being started or as otherwise mutually agreed. The City is not obligated to compensate CONSUTLANT for services completed outside the approved scope of work which are completed prior to CONSUTLANT submitting a written request to the City, and receiving written approval of the City.

ATTACHMENTS: The following documents are attached for reference:

- 1. ENGINEER’s Proposal and Fee Estimate dated September 28, 2023.

APPROVAL AND ACCEPTANCE: Approval and Acceptance of this Task Order, including the attachment(s) listed above, shall incorporate this document as part of the AGREEMENT. CONSUTLANT is authorized to begin performance of services upon receipt of a copy of this Task Order signed by CITY.

The Effective Date of this Task Order is **October 3, 2023.**

SHORT ELLIOTT HENDRICKSON, INC. CITY OF LAKE ELMO, MINNESOTA

By _____ By _____
(Authorized Principal of the Firm) City Administrator

City of Lake Elmo - Proposal for Stillwater Boulevard (CSAH 14) Trunk Watermain Extension

SHORT ELLIOTT HENDRICKSON: PROJECT WORK PLAN																	
PROJECT NAME: Stillwater Boulevard (CSAH 14) Trunk Water Main Extension																	
SEH PROJECT NUMBER: LAKMO 174795																	
CLIENT: CITY OF LAKE ELMO																	
CLIENT CONTACT: Chad Isakson																	
PROJECT MANAGER: Brian Hare																	
Task	TOTAL HOURS	1515			254	327	386	63	23	70	165	37	24	90	29	19	28
	HOURLY BILLING RATE				\$225.00	\$150.00	\$126.00	\$171.00	\$175.00	\$135.00	\$225.00	\$205.00	\$180.00	\$122.00	\$218.00	\$102.00	\$102.00
	TOTAL LABOR COST	\$250,210	\$17,231	\$267,400	\$57,150.00	\$49,050.00	\$48,636.00	\$10,773.00	\$4,025.00	\$9,450.00	\$37,125.00	\$7,585.00	\$4,320.00	\$10,980.00	\$6,322.00	\$1,938.00	\$2,856.00
	% OF TOTAL COST																
	DESCRIPTION OF TASK	Labor Total	Expenses Total	Task Total	Brian Hare Sr. Project Manager	Andrew Olsen Project Engineer	Grad Engineer	Jeff Thene Lead Tech	Theo Brown RLS	Greg Tvedt Survey Crew Chief	2 Man Crew	Luke Thompson Sr. Geotech Engineer	Josh Palmateer Sr. Traffic Engineer	Noah Odalen Water Resources Engineer	Emily Jennings Sr. Water Resources Engineer	Anjie Hanson Admin.	Melissa Knutson Accounting
1	PROJECT MANAGEMENT	\$28,425.00		\$28,400.00													
	Project mgmt throughout, weekly progress memo and budget form (2hr/wk for 28wks)	\$12,600.00		\$12,600.00	56												
	Internal Kick-off and design progress meetings (bi-weekly meetings for 28 weeks)	\$12,225.00		\$12,225.00	30	14		14		1		2			2		
	QA/QC	\$3,600.00		\$3,600.00	16												
2	PREPARATION OF PLANS AND SPECIFICATIONS	\$166,615.00	\$10,942.00	\$177,600.00													
	Project Kick-off meeting	\$969.00		\$969.00	1	1		1				1			1		
	Develop critical success criteria, obtain project info, budget and schedule	\$3,306.00		\$3,306.00	2												28
	Site visit with City to walk project area	\$1,092.00	\$133.00	\$1,225.00	2	2		2									
	Coordination with private utilities, private utility meeting	\$942.00		\$942.00		4		2									
	Topographic Survey	\$23,425.00	\$4,559.00	\$27,984.00					4		101						
	Right of way verification: Review title work and right of way and all property impacts	\$2,800.00	\$6,000.00	\$8,800.00					16								
	Identify Right of Way and Easement Impacts for Project Area	\$1,329.00		\$1,329.00	1	4	4										
	Identify and Relay Small Utility Conflicts to City's Project Manager	\$1,254.00		\$1,254.00	2	2	4										
	Provide Recommendation on Amount and Location of Soil Borings	\$600.00		\$600.00		4											
	Geotechnical Review and Drilling Coordination, and Recommendations	\$6,970.00		\$6,970.00								34					
	Proposed Water Main Improvements	\$6,174.00		\$6,174.00	2	18	24										
	Proposed Street and Storm Design Recommendations	\$6,174.00		\$6,174.00	2	18	24										
	Alignments and Profiles	\$750.00		\$750.00	2	2											
	Finalize Watermain Design	\$1,554.00		\$1,554.00	2	4	4										
	Finalize Street Design	\$1,896.00		\$1,896.00	2	4	4	2									
	Prepare Construction Documents																
	Title sheet	\$504.00		\$504.00			4										
	Construction Phasing, Signing, Location Map	\$504.00		\$504.00			4										
	Construction Notes	\$504.00		\$504.00			4										
	Statement of Estimated Quantities	\$1,008.00		\$1,008.00			8										
	General Notes, Tabulations, Schedules	\$504.00		\$504.00			4										
	Construction Details	\$504.00		\$504.00			4										
	Typical Sections	\$777.00		\$777.00	1	2	2										
	Proposed Sections	\$777.00		\$777.00	1	2	2										
	Alignment Tabulation and Survey Control	\$1,104.00		\$1,104.00		4	4										
	Utility Coordination	\$2,208.00		\$2,208.00		8	8										
	Existing Conditions and Removals	\$3,312.00		\$3,312.00		12	12										
	Erosion Control and Restoration	\$3,748.00		\$3,748.00		12	12								2		
	Storm Water Pollution Prevention Plan (SWPPP)	\$1,744.00		\$1,744.00											8		
	Watermain Plan and Profiles	\$14,490.00		\$14,490.00	2	60	40										
	Storm Sewer and BMP Design/Modeling/Plan Sheets	\$11,530.00		\$11,530.00	2		16							60	8		
	Street and Storm Water Plan and Profiles	\$11,490.00		\$11,490.00	2	40	40										

City of Lake Elmo - Proposal for Stillwater Boulevard (CSAH 14) Trunk Watermain Extension

	Cross Sections	\$6,406.00		\$6,406.00	2	20	20							2		
	Traffic Control Plan	\$7,674.00		\$7,674.00	2	4	24					20				
	Signing and Striping	\$2,568.00		\$2,568.00		8	8					2				
	Constructability Review & Coordination	\$10,440.00		\$10,440.00	16			40								
	Project Specifications	\$6,220.00		\$6,220.00	8	16						2		2	12	
	60% Plans, Specifications, and Opinion of Probable Cost	\$2,808.00		\$2,808.00	8		8									
	90% Plans, Specifications, and Opinion of Probable Cost	\$2,808.00		\$2,808.00	8		8									
	Final Plans, Specifications, and Opinion of Probable Cost	\$2,808.00		\$2,808.00	8		8									
	Preliminary Design Recommendations Memo	\$1,800.00		\$1,800.00	8											
	60% Design Recommendations Memo	\$900.00		\$900.00	4											
	90% Design Recommendations Memo	\$900.00		\$900.00	4											
	Final Design Recommendations Memo	\$900.00		\$900.00	4											
	Prepare and submit permit applications for approval (MDH, Washington Co., VBWD Erosion Control/Sediment, VBWD Stormwater Management Permit)	\$6,440.00	\$250.00	\$6,690.00	4		8						30	4		
3	BIDDING SERVICES	\$3,618.00		\$3,600.00												
	Submit ad for bids to Stillwater Gazette and Quest CDN	\$429.00		\$429.00	1										2	
	Distribute plans and specs as requested to bidders	\$429.00		\$429.00	1										2	
	Maintain planholders list	\$102.00		\$102.00											1	
	Respond to bidders questions and issue addenda as necessary	\$1,554.00		\$1,554.00	2	4	4									
	Tabulate bids in electronic format	\$552.00		\$552.00	2										1	
	Prepare contract award recommendation letter	\$552.00		\$552.00	2										1	
4	CONSTRUCTION ADMINISTRATION & STAKING SERVICES	\$51,552.00	\$6,289.00	\$57,800.00												
	Attend preconstruction meeting	\$792.00	\$250.00	\$1,042.00	2			2								
	JTD Invoices, Weekly Updates (2hr/wk for 20 weeks)	\$9,000.00		\$9,000.00	40											
	Technical and construction admin support	\$11,040.00		\$11,040.00		40	40									
	Provide review of shop drawings and make recommendations regarding submittals	\$2,760.00		\$2,760.00		10	10									
	Coordinate and provide construction staking	\$21,000.00	\$4,879.00	\$25,879.00					3	45	64					
	Record drawings based on staking info and info from contractor and city	\$3,120.00	\$200.00	\$3,320.00		4	20									
	Utility as-built survey data as GIS shape files	\$3,840.00	\$960.00	\$4,800.00		4				24						
			Total:	\$267,400.00												
	PROJECT WORK PLAN ASSUMPTIONS:															
	1 Cost of title searches included for 22 parcels.															
	2 City will be responsible for easement negotiations and acquisition, if needed.															
	3 It is assumed that during field survey ample boundary irons are available to verify County GIS data.															
	4 It is assumed that the City will provide any plats along corridor to allow RLS to verify County GIS data.															
	5 No water modeling is included in this proposal. Any additional water main modeling sizing questions can be confirmed under separate SEH contract.															
	6 Assumes that a signed Traffic Control Plan will be required for project area. Additionally assumes CSAH 14 will be a westbound shoulder closure.															
	7 Assumes Traffic Control Plan for Stillwater Lane will include work zone map and phasing showing MMUTCD Field Manual Layouts that apply.															
	8 Traffic Control Plan does not include detailed layouts for showing traffic control devices customized to project location.															
	9 Assumes full reconstruction of Stillwater Lane.															
	10 It is assumed that coordination/submittals related to project funding will be handled by City staff.															