

MEETING DATE: February 9, 2017

TITLE: Authorization to enter into a cooperative agreement with the Metropolitan Council and the City of Hopkins for the Lake Street Storm Water Diversion Project

RESOLUTION NUMBER: 17-009

PREPARED BY: Michael Hayman

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REVIEWED BY: Administrator Counsel Program Mgr. _____
 Board Committee Engineer Other

WORKSHOP ACTION:

Advance to Board mtg. Consent Agenda. Advance to Board meeting for discussion prior to action.

Refer to a future workshop (date):_____ Refer to taskforce or committee (date):_____

Return to staff for additional work. No further action requested.

Other (specify): **Final action at Board Meeting February 9, 2017**

PURPOSE or ACTION REQUESTED:

Staff is requesting authorization to execute a cooperative agreement with Metropolitan Council Environmental Services (MCES) and the City of Hopkins regarding the MCES Hopkins Lift Station L27 project. The project includes stormsewer work necessary to complete the Lake Street diversion project as part of the District's 325 Blake Road Storm Water Management Project.

PROJECT/PROGRAM LOCATION:

325 Blake Road Stormwater Management Project

PROJECT TIMELINE:

April 2016	District Executes Letter of Intent
May-June 2016	MCES Awards construction contract and issues Notice to Proceed
2016-2018	Hopkins Lift Station and Lake Street stormwater diversion project constructed (in coordination with MCES sanitary sewer project)
February 2017	Execute cooperative agreement
2017-2018	Design and construction of stormwater facilities at 325 Blake Road

PROJECT/PROGRAM COST:

Fund name and number: 325 Blake Road Stormwater Management, 3145
Current fund balance: \$716,648.00
Requested amount of funding: \$249,753.00 (base bid + 10% contingency)
Is a budget amendment requested? No
Is additional staff requested? No

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PAST BOARD ACTIONS:

September 22, 2011	RBA 11-085	Authorization to Purchase 325 Blake Road
August 23, 2012	RBA 12-080	Authorization to initiate feasibility
June 13, 2013	Draft Feasibility	No Action Required
June 27, 2013	Public Hearing	No Action Required
July 25, 2013	RBA 13-078	Ordering of 325 Blake Road Stormwater Management
January 23, 2014	RBA 14-005	Authorization to initiate demolition planning
April 24, 2014	RBA 14-029	Authorization to award design contract for Powell Road
July 31, 2014	RBA 14-060	Authorization to submit PFA application
October 23, 2014	RBA 14-086	Approval of Powell Road final design, bid and permit
March 26, 2015	RBA 15-028	Award construction contract for Powell Road
February 25, 2016	RBA 16-015	Authorization to conduct stormwater monitoring
April 28, 2016	RBA 16-044	Authorization to execute Letter of Intent for Lake Street

SUMMARY:

In July 2013, the Board of Managers ordered the 325 Blake Road Stormwater Management Project (“Project”), taking advantage of the opportunity to manage approximately 247 acres of area wide stormwater runoff at 325 Blake Road. The project requires the diversion of surrounding urban watersheds into the property, and construction of on site management facilities to receive the runoff. The project includes two primary stormwater diversions – Powell Road and Lake Street – and construction of the on-site infiltration/filtration facilities. These projects are to be phased over a period of years.

Phase 1 of the Project, the Powell Road diversion, was constructed in 2015 and will remain in standby until the future facilities have been constructed.

The Lake Street diversion, like the Powell Road diversion, consists primarily of an extension of municipal storm sewer and will become a part of the City of Hopkins storm sewer system on completion. The District, Metropolitan Council Environmental Services (MCES) and the City are endeavoring to partner on construction of the Lake Street diversion as part of MCES’s Hopkins Lift Station L27 project. At the same time as MCES was developing its design for the lift station and sanitary project, it also agreed to lead design development of the District’s desired stormwater conveyance diversion along Lake Street. Constructing this diversion will result in approximately 30.3 acres of presently untreated stormwater being routed to the regional stormwater management facilities that the District intends to construct on the 325 Blake Road site. Similar to the Powell Road diversion, the extended conveyance would be bulkheaded until the District’s management facility is constructed and operational.

In early 2016 the District, MCES and the City discussed incorporating the Lake Street stormwater work into the Hopkins Lift Station L27 project for construction by MCES’s chosen contractor. It was determined that this coordination would reduce public costs as well as the duration of physical disturbance from construction. As a result of that discussion, MCES incorporated the Lake Street stormwater work into the project bid tabulation and released the project for bids. The bid form was organized so that the price of the diversion work may be readily segregated from the price of the MCES sanitary sewer work.

Met Council awarded the Hopkins Lift Station L27 Project contract in March 2016 and began construction of the lift station portion of the project in July 2016. Construction of the force main and storm sewer infrastructure cannot begin until the lift station site is complete, which is anticipated to take approximately one year. It is anticipated that all work on Lake Street, including the District’s storm sewer diversion, will occur in fall 2017 and spring 2018.

The projected cost allocated to the District based on the awarded bid is approximately \$249,753 (base bid of \$227,048 plus contingency). It is anticipated that the District will again receive Public Facilities Authority (PFA) PSIG grant funds under the approved 325 Blake Road application, thus projecting a reimbursement of 50% of

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the allocated cost (~125,000). Since PSIG funds are received as a reimbursement based on actual construction costs, it is anticipated that this reimbursement will occur in 2018 and is therefore not identified as part of the project budget for approval.

Due to the draft cooperative agreement not meeting the terms of all parties involved at the time of project bid award, in April 2016 the Board of Managers authorized execution of a letter of intent expressing a commitment from the District to continue in partnership with MCES on their Hopkins Lift Station L27 project.

Throughout the remainder of 2016 the parties continued negotiating the terms of the cooperative agreement and have arrived at final draft document that meets the needs of all parties involved (attached).

Staff is requesting authorization to enter into a cooperative agreement with the Metropolitan Council and the City of Hopkins for the Lake Street Storm Water Diversion Project, continuing the partnership with MCES and the City on their Hopkins Lift Station L27 project.

ATTACHMENTS:

1. Cooperative agreement

RESOLUTION

RESOLUTION NUMBER: 17-009

TITLE: Authorization to enter into a cooperative agreement with the Metropolitan Council and the City of Hopkins for the Lake Street Storm Water Diversion Project

WHEREAS, pursuant to its watershed management plan, and Minnehaha Creek subwatershed capital projects 5.8.2 and 5.8.5 therein, the Minnehaha Creek Watershed District (“District”) has worked to develop projects that improve the quality and manage the quantity of stormwater runoff, enhance the ecological integrity of the stream system, and facilitate broader community goals of public partners throughout the urban corridor region of the District;

WHEREAS, the Minnehaha Creek/Lake Hiawatha Total Maximum Daily Load Study identified the area between West 34th Street and Meadowbrook Lake as generating the highest pollutant load per unit area when compared to other reaches of Minnehaha Creek;

WHEREAS, the MCWD established the area between West 34th Street and Meadowbrook Lake as a priority area for capital project improvements aimed at stormwater improvement, streambank restoration and broader community goals;

WHEREAS, in 2011 the District acquired property at 325 Blake Road for the purposes of stream restoration, stormwater management, corridor improvements, public land expansion and redevelopment opportunities;

WHEREAS, on July 25, 2013, by Resolution 13-078, the Board ordered the 325 Blake Road Stormwater Management Project (“Project”) and authorized the solicitation of engineering services for design and construction oversight;

WHEREAS, the Project requires the diversion of surrounding urban watersheds into the property, and construction of on site management facilities to receive the runoff, and includes two primary stormwater diversions – Powell Road and Lake Street – and construction of the on-site infiltration/filtration facilities that will be phased over a period of approximately three years;

WHEREAS, the District, the Metropolitan Council (“Council”) and the City of Hopkins (“City”) have discussed incorporating the Lake Street stormsewer diversion into the Hopkins Lift Station L27 project for construction by the Council’s chosen contractor, thus reducing public costs as well as the duration of physical disturbance from construction; and

WHEREAS, in March 2016 the Council awarded the construction contract for the Hopkins Lift Station L27 project to Rice Lake Contracting Group; and

WHEREAS, the cost of the Lake Street storm sewer work as set forth in the low bid is \$227,048; and

WHEREAS, the parties have drafted a cooperative agreement that allocates rights and responsibilities among the Council, the District and the City for the construction and funding of the Lake Street stormsewer work and ownership of the improvements;

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NOW, THEREFORE, BE IT RESOLVED, that the Board of Managers hereby approves and authorizes the Board President, on advice and consent of counsel, to execute the cooperative agreement with Metropolitan Council and the City of Hopkins for the construction of the Hopkins Lift Station L27 Project; and

BE IT FURTHER RESOLVED that the MCWD Board of Managers establishes a project construction budget in the not-to-exceed amount of \$249,753.00 and authorizes the District Administrator, in his judgment and on the recommendation of the District's project engineer, to authorize change orders obligating the District up to that amount.

Resolution Number 17-009 was moved by Manager _____, seconded by Manager _____.
Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: _____.

Secretary Date: _____

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COOPERATIVE AGREEMENT

**City of Hopkins, Metropolitan Council
and Minnehaha Creek Watershed District**

LAKE STREET STORM WATER DIVERSION PROJECT

This Cooperative Agreement (“Agreement”) is entered into by and among the **City of Hopkins**, a home rule charter city in the State of Minnesota (“City”), the **Metropolitan Council**, a public corporation and political subdivision of the State of Minnesota (“Council”), and the **Minnehaha Creek Watershed District**, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D (“District”) (together, the “Parties”).

RECITALS

A. The City owns and operates a municipal conveyance system that collects storm water from an area within the City of approximately 30.3 acres and conducts the storm water without flow management or water quality treatment to outfalls into Minnehaha Creek near the vicinity of the intersection of Lake Street NE and Blake Road N.

B. The District owns a parcel of land of about 17 acres within the City of Hopkins and adjacent to Minnehaha Creek (the “Property”). The District is developing the design and siting of a storm water infiltration basin or similar facility on the Property (“Facility”) that would provide water quality treatment for runoff from the above-described catchment and manage storm water peak flow and volume in order to minimize sediment discharge into the creek from bank erosion and downstream flooding.

C. The District and City wish to modify the storm water conveyance system between Blake Road and Tyler Avenue to extend along Lake Street to divert a portion of the storm water runoff volume to the Facility (“the Improvements”). The Improvements include installing a bulkhead on the Property within the newly constructed storm water conveyance system to allow construction of the Facility at a later time.

D. The Council’s Capital Improvement Program includes the replacement of its Hopkins Lift Station, located near the intersection of Blake Road and Lake Street in Hopkins, as well as the replacement of its associated sanitary sewers, (the “Council Project”).

E. In order to achieve public cost savings and reduce disruption of public roads, the Parties agreed to construct the Improvements contemporaneously with the Council Project (“the Combined Project”).

F. In February 2016, the Council issued an Invitation for Bids for the Combined Project which included the plans and specifications for the Improvements as approved by the Council and the District, as shown in Attachment A. In March 2016, the Council awarded a contract for the Combined Project to Rice Lake Contracting Group (“the Contractor”) for \$12,167,400. Construction for the Combined Project started in July 2016, with construction of the Improvements commencing during 2017.

G. The purpose of this Agreement is to set forth the rights and obligations of the Parties with respect to the cost and construction of the Improvements. The Parties agree that this Agreement involves the exchange of mutual consideration and is legally binding.

TERMS

I. Framework

1. The City and District previously approved of the plans and specifications for the Improvements, shown in Attachment A, which is incorporated to the Agreement. The Council has incorporated Attachment A into its contract with the Contractor for the Combined Project and will require the Contractor to construct the Improvements in accordance with Attachment A.
2. The District concurred in the Contractor’s bid for the Improvements as contained within the Combined Project, dated March 30, 2016, as submitted to the Council.
3. The District and the City together will make separate arrangements concerning bulkhead removal when the Facility is ready to be commissioned.

II. Responsibilities of Each Party

A. Council

1. To coordinate the services of the Council with the activities of the City and District so as to accomplish the purposes of this Agreement, the Council will designate an authorized representative (“CAR”) to manage this Agreement on behalf of Council and serve as liaison between the Council and the District and City.
2. The Council has incorporated Attachment A into the construction contract documents for the Project. The minimum requirements for the capacity of the Improvements is 18.4 cubic feet per second (cfs) from STMH001 to STMH04 and 11.0 cfs from STMH04 to STMH006.
3. The Council will perform and direct all construction supervision, contract administration and inspections required to complete the Combined Project.

4. The Council has required and will continue to require that the contractor name the City and District as additional insureds for general liability for both work and completed operations, on a primary, non-contributory basis under a policy limit of at least \$1.5 million per occurrence, with no exclusion for explosion, collapse or underground work, and including contract liability coverage.

5. The Council will promptly share with the City and District all communications between the Contractor and the Council concerning the Improvements. The Council will notify the City and District of the time and location of construction meetings, which they may attend.

6. The Council may issue field directives, change orders and work change directives. The Council need not obtain City or District concurrence in any such work change if the Council's engineer has determined that it would not: (a) change the dimensions, elevation, alignment or profile of a conveyance that is part of the Improvements; (b) increase the District's cost pursuant to paragraph VI.1, below; or (c) materially decrease the service life or increase maintenance cost of any part of the Improvements. All other changes will be governed by Article V of this Agreement.

7. The Council will allow the City and District to inspect construction. The Council will provide all independent field and lab testing for materials associated with the Improvements, and all testing reports, to the City and District.

B. City

1. To coordinate the services of the City with the activities of the District and Council so as to accomplish the purposes of this Agreement, the City Engineer, or a designated representative, will manage this Agreement on behalf of the City and serve as liaison between the City and the Council and District.

3. The City will provide a response to any Requests for Information within five business days of receipt.

4. The City will review any field directives, change orders, and work change directives and concur or object in writing pursuant to Article V of this Agreement.

5. The City's authorized representative, as identified at subsection VII.12, below, or his/her delegate may observe the work during the construction of the Improvements, but may not direct the contractor. When observing the work, City representatives will cooperate with the Council's Engineer or designated representative. The City's authorized representative will be available to the Council at all times during construction of the Improvements. The City's designated representative will have the authority and experience to make decisions concerning the construction of the Improvements so as not to delay construction of the Council Project or the Combined Project.

6. The City will cooperate with the District to remove the bulkhead and place the Facility into operation.

7. When the Council's Authorized Representative (CAR) has certified that the Improvements are substantially complete, the City and District have concurred, and the Council has delivered record drawings to the City and District, the City will accept the Improvements in writing and at that time will assume ownership thereof, up to and including the bulkhead located on the Property. The City will be responsible for routine and long-term maintenance of the Improvements to ensure that storm water within the catchment flows to the Facility as intended.

C. District

1. To coordinate the services of the District with the activities of the City and Council so as to accomplish the purposes of this Agreement, the District project manager, as identified at subsection VII.12, below, will manage this Agreement on behalf of the District and serve as liaison between the District and the City and Council.

2. The District will provide a response to any Requests for Information within five business days of receipt.

3. The District will review any field directives, change orders, and work change directives and concur or object in writing pursuant to Article V of this Agreement.

4. The District's authorized representative (project manager or their designee identified to the Council in writing) may observe the work during the construction of the Improvements, but the District's authorized representative is not responsible for supervising the Improvements. When observing the work, the District's authorized representative will cooperate with the Council's Engineer or designated representative. The District's authorized representative will be available to the Council at all times during construction of the Improvements. The District will designate an authorized representative with the authority and experience to make decisions concerning the construction of the Improvements so as not to delay construction of the Council Project or the Combined Project.

5. On City acceptance of the Improvements, the District will convey to the City a perpetual easement affording the City the ability to inspect, maintain and reconstruct that part of the Improvements located on the Property. The easement will require that in performing any work on the Property pursuant to the easement, the City reasonably minimize impact to the surrounding environment and to any prior-constructed improvements, and repair any damage to the Property or improvements thereon. The City recognizes that the Property is intended for redevelopment and the easement terms will be written so that any City surface occupation or disturbance of the Property pursuant to its work thereon will limit interference with likely redeveloped uses.

6. When the Facility is substantially complete, the District will cooperate with the City to remove the bulkhead and place the Facility into operation. The District will be responsible to operate and maintain the Facility.

III. Easements and Permits

1. The City gives the Council the right to enter onto City property, and any easements and rights-of-way the City obtained for construction of the Improvements, for the purpose of the Council fulfilling this Agreement.

2. The District will provide the area shown on Attachment B for use by Council's contractor for construction staging. With respect to any land either owned by the District or on which the District holds an easement, the contractor in constructing the Combined Project and in any activities related thereto will be subject to erosion and sediment control terms imposed by the District in its permit for the work and, by District request of the Council, to such other reasonable terms as the District may impose for the integrity of the property.

3. The Council will acquire all temporary and permanent permits, easements, and property interests necessary in the Council's name for the Combined Project.

4. As of the date of this Agreement, no additional property acquisition is required to construct and install the Improvements.

5. The Council is responsible for getting all other permits associated with construction of the Combined Project. If a permit is required from the City or the District, the City and District will not impose a permit fee on the Council for the work related to the Improvements.

IV. Construction

1. If after installation of the Improvements, the City or District determines that any portion of the Improvements was not constructed substantially in accordance with the construction documents for the Improvements, the District's or City's authorized representative must inform the Council of the deficiency within 21 days. The notice to the Council must also explain why the portion of the Improvements does not conform to the construction documents and the actions the District or City believes the contractor must take to correct the deficiency. The Council will require the contractor to make the corrections to meet the requirements of the construction documents. Nothing herein waives any right or remedy afforded to the City or District under the warranty of the contractor or any subcontractor or reduces the time frame under which to assert the right or remedy.

2. The District's and the City's authorized representatives will participate in the inspection of the Improvements for substantial completion. Within ten business days of any substantial completion inspection, the District and the City will provide the Council the

punch list items that need to be addressed before final completion of the Improvements. If the City or the District does not provide punch list items within ten business days, the contractor's work will be deemed accepted.

3. The Council will inform the City and the District in writing of final completion of construction (including the punch list items) of the Improvements. Within 21 days of receiving the Council's written notice, the City and the District will inform the Council in writing whether the Improvements conform to the construction documents. The City and the District must accept the work on the Improvements in writing.

4. The District and the City, on request of the Council, will participate in the claims process on the Combined Project and will pay to the Council the portion of any claim legally owed to the contractor that relates to the acts of the City or the District (as applicable) for the following types of contractor claims concerning the Improvements:

- (a) For the District, Project delay relating in any way to site conditions;
- (b) City or District request for change or modification to any construction documents (Improvements, Council Project, or Combined Project); or
- (c) Project price adjustment or delay related to District or City action or inaction under paragraph IV.1. above.

5. The Council will provide to the District and City record drawings for the Improvements upon completion of construction.

V. Modifications to Construction Documents

1. The Council may make changes in the construction documents for the Improvements in accordance with paragraph II.A.6, above, and may make changes in the construction documents in its discretion for elements of the Combined Project other than the Improvements. The Council may also enter into any change orders or supplemental agreements with the contractor on the Combined Project to incorporate these changes in the Improvements' or Combined Project's construction documents. These changes may result in a change to the District's cost participation described in Section VI.

2. The Council will give the District's Project Manager and the City Engineer a proposed work change in accordance with paragraph II.A.6 with documentation including the associated proposed price adjustment. The City and the District will review the documents and communicate in writing their acceptance or rejection to the Council, provided that the City shall not be required to approve changes to the costs that are the responsibility of the District. The Council will not direct the contractor to deviate from the construction documents unless the deviation is accepted by the District and the City. Any field work directive, change order, or work change directive will be considered accepted by the City or District if no written response from that party is received within seven days of receipt of the proposed work change.

3. The City or the District may make changes to the Improvements if all of the following occur:
 - a. The City and the District mutually agree to the changes and give the Council seven days written notice;
 - b. The City and/or the District bears the cost of all changes; and
 - c. The changes do not increase the cost or delay completion of the Council Project.

VI. Cost Responsibilities and Remedies

1. The District will reimburse the Council for the costs shown in Attachment C as specified in this Section VI. The District will reimburse the Council for the actual cost of construction of the Improvements. The final Improvements construction costs will be based on the unit prices in the Council's construction contract, the final quantities, and any amendments or change orders. The Council will bear the surveying, testing and administrative costs to construct the Project including the Improvements.
2. The Council, at its sole expense will acquire in its name all permanent and temporary easements, permits, and property interests necessary for the Combined Project.
3. The Council will pay its contractor for the contractor's work on the Improvements. The District will then pay the Council under this section. During construction of the Improvements, the Council will submit invoices to the District not more than once per month itemizing work completed on the Improvements and payment due. The District must pay the Council within 30 days after it receives the invoice. If the District disputes any portion of an invoice it must give the Council notice of the dispute within 14 days after the District receives the invoice. If the District disputes any portion of an invoice, the District must pay the undisputed portion of the invoice within 30 days after receives the invoice, and it must pay the remainder of any amount due within 30 days after the dispute is resolved.
4. When the work on the Combined Project is substantially complete, the Council will give the District an updated cost participation breakdown. This cost participation breakdown will show actual construction costs based on the contract unit prices and the units of work the contractor performed. The Council will then invoice the District for the final amount owed. The District will pay the Council the amount owed within 30 days of receiving the invoice.
5. The City will bear the cost to own and maintain the Improvements.
6. Each party will bear its own administrative costs to perform its roles and responsibilities under this Agreement.

VII. General Provisions

1. All records kept by the City, District and Council with respect to the Improvements may be examined by the representatives of each party hereto. All data

collected, created, received, maintained or disseminated for any purpose by the activities of the City, District and Council pursuant to this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statutes chapter 13 (MDPA) and the rules implementing the MDPA, as amended.

2. Each employee of each of the Parties, and all other persons engaged by a party to perform any work or services concerning the Project including the Improvements, is not and will not be considered an employee of the other parties hereto. No claim that may arise under the Worker’s Compensation Act or the Minnesota Economic Security Law of the State of Minnesota on behalf of said employee while so engaged, and no claim made by any third party as a consequence of an act or omission of the employee while so engaged, is an obligation or responsibility of either other party hereto.

3. Each Party is responsible for its own acts and omissions and the results thereof. The liability of the parties is governed by Minn. Stat. Ch. 466. Nothing herein waives or alters any immunity, defense or liability limit enjoyed by each party under law or creates any right in any third party.

4. This Agreement may be terminated upon mutual agreement of the parties. If the Agreement is terminated, the Council will remove the Improvements from the construction documents in the event that this Agreement is terminated before construction of the Improvements. If this Agreement is terminated, the District must reimburse the Council for the Council’s contract cost, including the cost of all incorporated change orders, field change directives, and work change directives, of all work completed on the Improvements before the effective date of termination.

5. The parties will use a dispute resolution process for any unresolved dispute among the parties before exercising any legal remedies. The dispute resolution process is a three level dispute resolution ladder that escalates a dispute from the project management level through the executive management level. At each level of the dispute resolution process, the Parties’ representatives will meet and explore resolution until any party determines that effective resolution is not possible at the current level, and notifies the other parties that the process is elevated to the next level. The parties designate the following dispute resolution representatives:

	Council Representative	City Representative	District Representative
Level 1	Council’s Authorized Representative	City Engineer	Project Manager

Level 2	Assistant General Manager, MCES Technical Services	Public Works Director	Director of Planning and Projects
Level 3	General Manager, MCES	City Manager	District Administrator

6. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

7. The Recitals are incorporated herein and hereby made a part of this Agreement.

8. The provisions of this Agreement are deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering will not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable would substantially impair the value of the entire Agreement with respect to one or more of the Parties. A waiver by a party of any term of this Agreement is not a waiver of a subsequent breach of the same term by either party or a breach of any other term.

9. The Agreement is effective on execution by all Parties and terminates when all actions required by this Agreement have been completed. This Agreement may be executed in counterparts, each of which will be deemed an original. This Agreement may be modified only by a written amendment signed by the parties hereto.

10. The terms of this Agreement bind and inure to the benefit of the parties hereto and their successors. A party may not assign any part of this Agreement to a third party without the consent of the other two parties.

11. This Agreement is entered into under the laws of the State of Minnesota and will be interpreted in accordance therewith. Venue for any action hereunder will lie in Hennepin County.

12. Any notice or demand that may or must be given by a party under the terms of this Agreement will be delivered to the following authorized representatives of the parties:

Metropolitan Council Environmental Services
c/o Adam Gordon, Principal Engineer, or his successor
Technical Services Interceptor Engineering
390 Robert Street North
St. Paul, MN 55101-1805

City of Hopkins
c/o Nate Stanley, City Engineer, or his successor
1010 1st St S, Hopkins
Hopkins, MN 55343

Minnehaha Creek Watershed District
c/o Michael Hayman, Project Manager, or his successor
15320 Minnetonka Blvd.
Minnetonka, MN 55345

The authorized representative of a party may be changed by a writing from that party. The Council, City, and District agree that each is authorized to enter this Agreement pursuant to Minnesota Statutes §§103D.335, 473.129 and 473.504; City Resolution No, 2017-_____, adopted by the City Council on _____, 2017; and Board Resolution _____ adopted by the District Board of Managers on _____, 2017.

IN ACCEPTANCE WHEREOF, the parties execute this Agreement by their duly authorized officers.

METROPOLITAN COUNCIL

By _____ Date: _____
Its Regional Administrator

CITY OF HOPKINS

By _____ Date: _____
Its Mayor

By _____ Date: _____
Its City Manager

MINNEHAHA CREEK WATERSHED DISTRICT

Approved for form and execution:

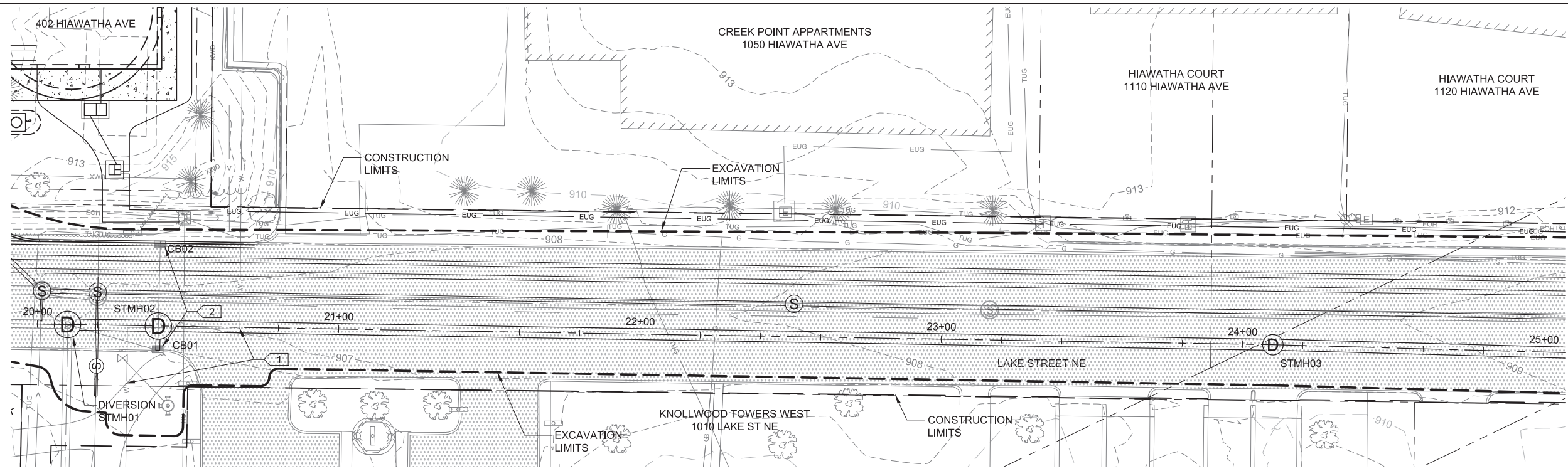
MCWD Counsel

By _____ Date: _____
Its President

Attachment A

Plans for Improvements

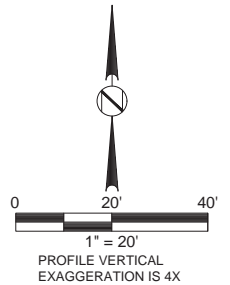
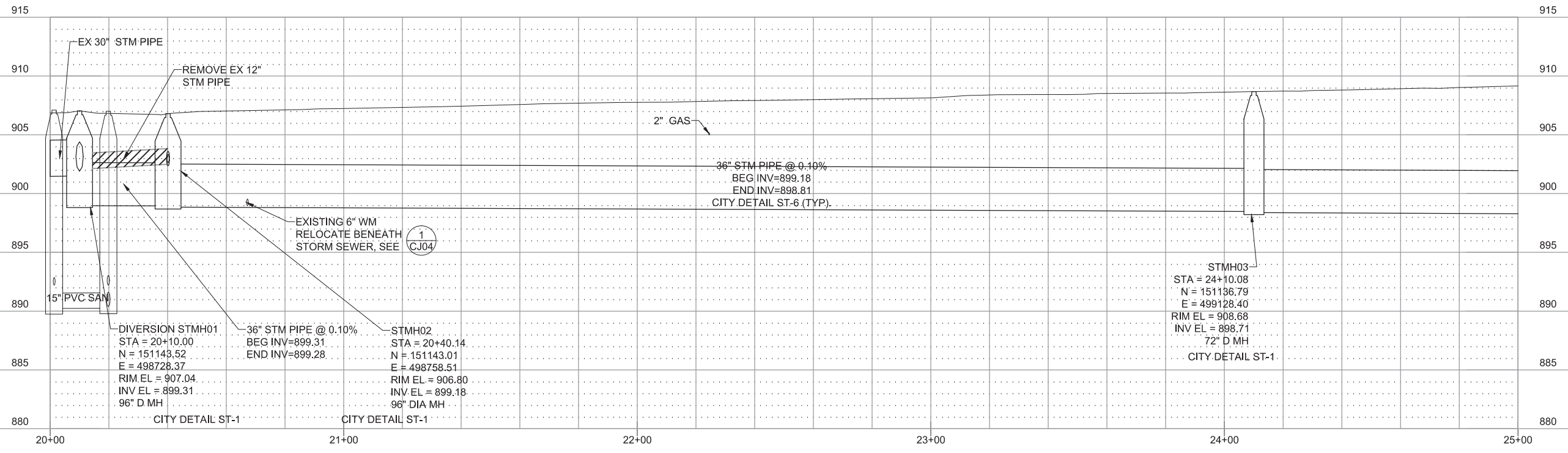
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- GENERAL NOTES:**
1. PLACE SILT FENCE WITHIN CONSTRUCTION LIMITS.
 2. FOR WORK WITHIN 10 FT OF ELECTRICAL LINES COORDINATE WITH UTILITY TO DE-ENERGIZE OR TEMPORARILY RELOCATE LINES.
 3. PROVIDE TEMPORARY CHAIN-LINK FENCE WITH "DO NOT TRESPASS" SIGNAGE AROUND EXCAVATIONS & TEMPORARY CONVEYANCE EQUIPMENT.
 4. PROVIDE TRENCH SHORING TO PROTECT AND SUPPORT POWER POLES & UTILITIES.
 5. THE DEPTHS OF WATERMAIN, WATER SERVICES, SEWER SERVICES, AND UTILITIES ARE UNKNOWN. WHEN SHOWN IN PROFILE, THESE PIPES ARE AT APPROXIMATE ELEVATIONS. NO FIELD VERIFICATION WAS PERFORMED. POTHOLE AS DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS OR AS DIRECTED BY THE CAR.
 6. MAINTAIN SANITARY SEWER AND WATER SERVICE AT ALL TIMES.
 7. WHEN WORK IS COMPLETE, RESTORE DISTURBED AREAS WITH SEED & TREES AS DIRECTED BY THE CAR.
 8. FIELD VERIFY EXISTING PIPE AND MH INVERT ELEVATIONS, SIZE, & MATERIAL.
 9. PROVIDE ACCESS TO APARTMENT PARKING ON THE SOUTH SIDE OF LAKE STREET PER SECTION 01010 AND 01570.
 10. REMOVALS OF EXISTING PIPES ARE SHOWN IN PLAN ON CD SHEETS.
 11. UTILITY QUALITY LEVEL IS D UNO.

- KEYNOTES:**
1. REMOVE AND REPLACE EXISTING WM AS SHOWN ON SHEET CU12.
 2. PROVIDE CATCH BASINS AND 12" RCP PIPE FROM CATCH BASINS TO STMH02. SEE DETAIL ST-2.

PIPE TABLE							
START STRUCTURE	START STATION	SIZE - INCHES	LENGTH	MATERIAL	PIPE CLASS	END STRUCTURE	END STATION
STMH01	20+10.00	36	30.14	RCP	CLASS III	STMH02	20+40.14
STMH02	20+40.14	36	369.94	RCP	CLASS III	STMH03	24+10.08
STMH03	24+10.08	36	231.50	RCP	CLASS III	STMH04	26+41.58
CB01	20+40.14 R8	12	8.00	RCP	CLASS III	STMH02	20+40.14
C02	20+40.14 L28	12	28.00	RCP	CLASS III	STMH02	20+40.14



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NO	DATE	BY	REVISIONS	REMARKS
	04/22/16	ARS	CONFORMED DRAWING	
	01/29/16	ARS	ISSUED FOR BIDDING	

DESIGNED: ARS
 DRAWN: JJC
 CHECKED: KJA

DATE: 01/29/16 REG NO: 45107

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

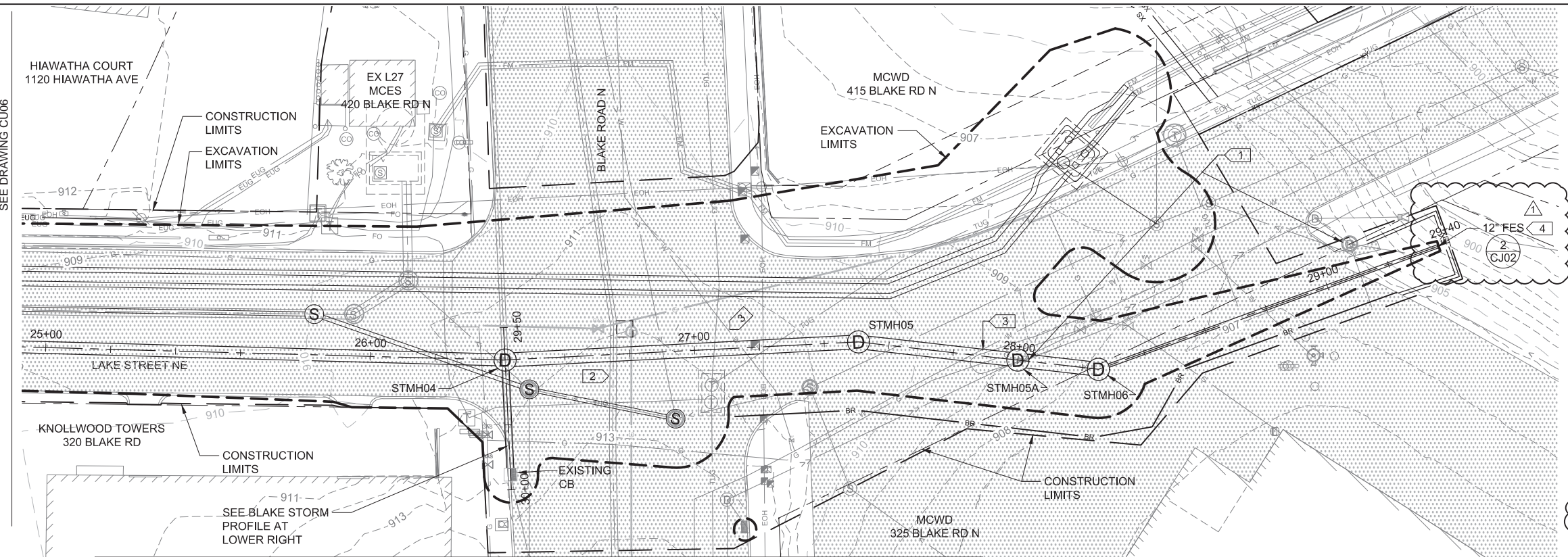
SIGNATURE: *Adam R. Salo*
 TYPED OR PRINTED NAME: ADAM R. SALO

PROJECT: 804126
 FILE NAME: CU0010

HSI CONTRACT D - LIFT STATION L27, METERS M123A & M123B
 STORM PLAN & PROFILE STA 20+00 TO 25+00

CU10

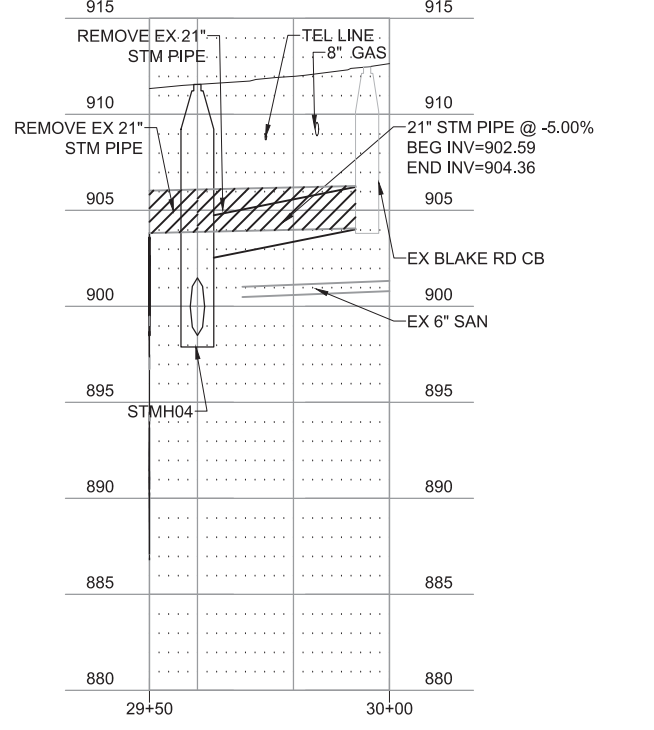
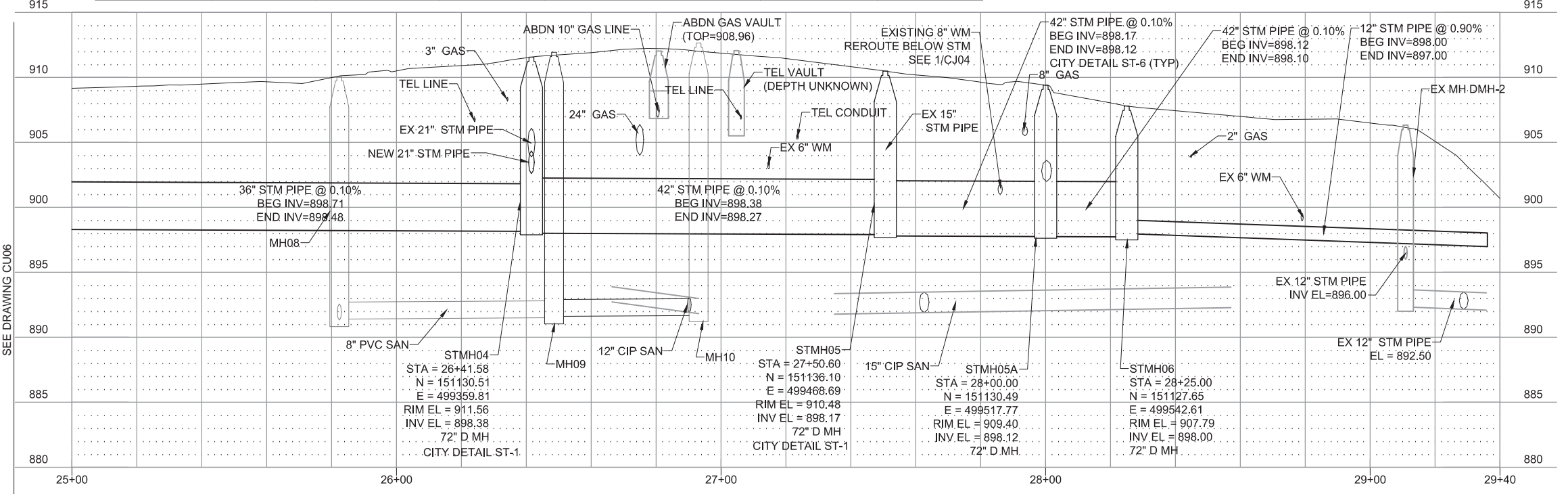
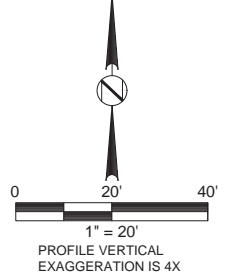
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- GENERAL NOTES:**
1. PLACE SILT FENCE WITHIN CONSTRUCTION LIMITS.
 2. FOR WORK WITHIN 10 FT OF ELECTRICAL LINES COORDINATE WITH UTILITY TO DE-ENERGIZE OR TEMPORARILY RELOCATE LINES.
 3. PROVIDE TEMPORARY CHAIN-LINK FENCE WITH "DO NOT TRESPASS" SIGNAGE AROUND EXCAVATIONS & TEMPORARY CONVEYANCE EQUIPMENT.
 4. PROVIDE TRENCH SHORING TO PROTECT AND SUPPORT POWER POLES & UTILITIES.
 5. THE DEPTHS OF WATERMAIN, WATER SERVICES, SEWER SERVICES, ARE UNKNOWN. WHEN SHOWN IN PROFILE, THESE PIPES ARE AT APPROXIMATE ELEVATIONS. NO FIELD VERIFICATION WAS PERFORMED. POTHOLE AS DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS OR AS DIRECTED BY THE CAR.
 6. MAINTAIN SANITARY SEWER AND WATER SERVICE AT ALL TIMES.
 7. WHEN WORK IS COMPLETE, RESTORE DISTURBED AREAS WITH SEED & TREES AS DIRECTED BY THE CAR.
 8. FIELD VERIFY EXISTING PIPE AND MH INVERT ELEVATIONS, SIZE, & MATERIAL.
 9. REMOVALS OF EXISTING PIPES ARE SHOWN IN PLAN ON CD SHEETS.
 10. UTILITY QUALITY LEVEL IS D UNO.

- KEYNOTES:**
1. ABANDON STM FROM STM 05A TO STM @ BRIDGE. FILL WITH FLOWABLE FILL.
 2. LOCATE AND PROTECT 24" GAS MAIN.
 3. RE-ROUTE EXISTING 6" WM OVER STORM PIPE. PROVIDE 2" OF 4' WIDE RIGID INSULATION ABOVE WM, CENTERED ON PIPE WHERE PIPE COVER IS LESS THAN 7.5' AND BELOW WM WHERE CROSSING STORM PIPE.
 4. PROVIDE 17 SY GEOTEXTILE FILTER FABRIC, 3 CY OF CLASS II RIPRAP, 12" THICK.

START STRUCTURE	START STATION	SIZE - INCHES	LENGTH	MATERIAL	PIPE CLASS	END STRUCTURE	END STATION
STMH03	24+10.08	36	231.50	RCP	CLASS III	STMH04	26+41.58
STMH04	26+41.58	42	109.02	RCP	CLASS III	STMH05	27+50.60
STMH05	27+50.60	42	49.40	RCP	CLASS III	STMH05A	28+00.00
STMH05A	28+00.00	42	25.00	RCP	CLASS III	STMH06	28+25.00
STMH06	28+25.00	12	115.00	RCP	CLASS III	FES	29+40
STMH04	29+10.00	21	35.34	RCP	CLASS III	EXISTING CB	29+45.34



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	03/15/16	ARS	ADDENDUM NO. 1	
	01/22/16	ARS	ISSUED FOR BIDDING	

DESIGNED: ARS
 DRAWN: JJC
 CHECKED: KJA

DATE: 01/29/16 REG NO: 45107

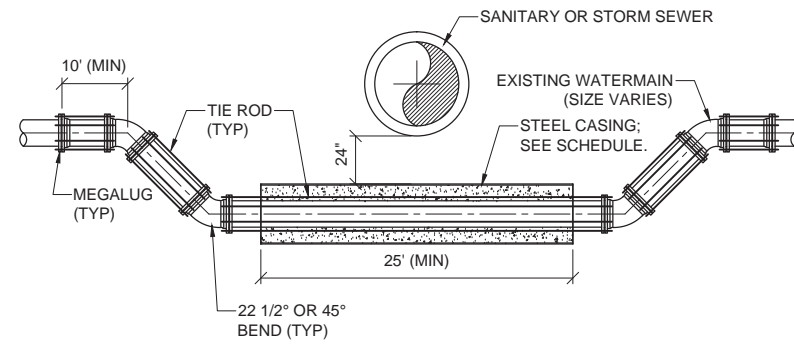
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ADAM R. SALO
 01/29/16 45107



PROJECT	804126	HSI CONTRACT D - LIFT STATION L27, METERS M123A & M123B	CU11
FILE NAME	CU0011		
STORM PLAN & PROFILE STA 25+00 TO 29+50			

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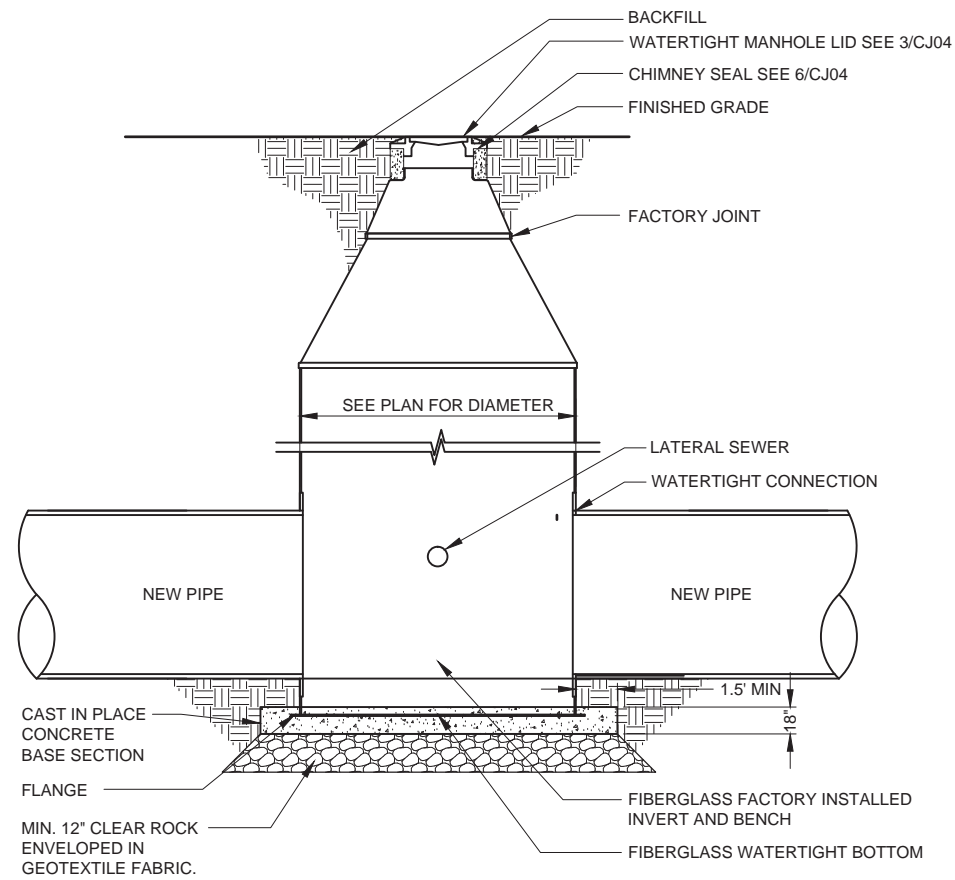


CASING SCHEDULE		
WATERMAIN SIZE	CASING Ø	MIN WALL THICKNESS
6"	26"	0.375"
8"	26"	0.375"
10"	30"	0.50"
12"	30"	0.50"
16"	36"	0.50"

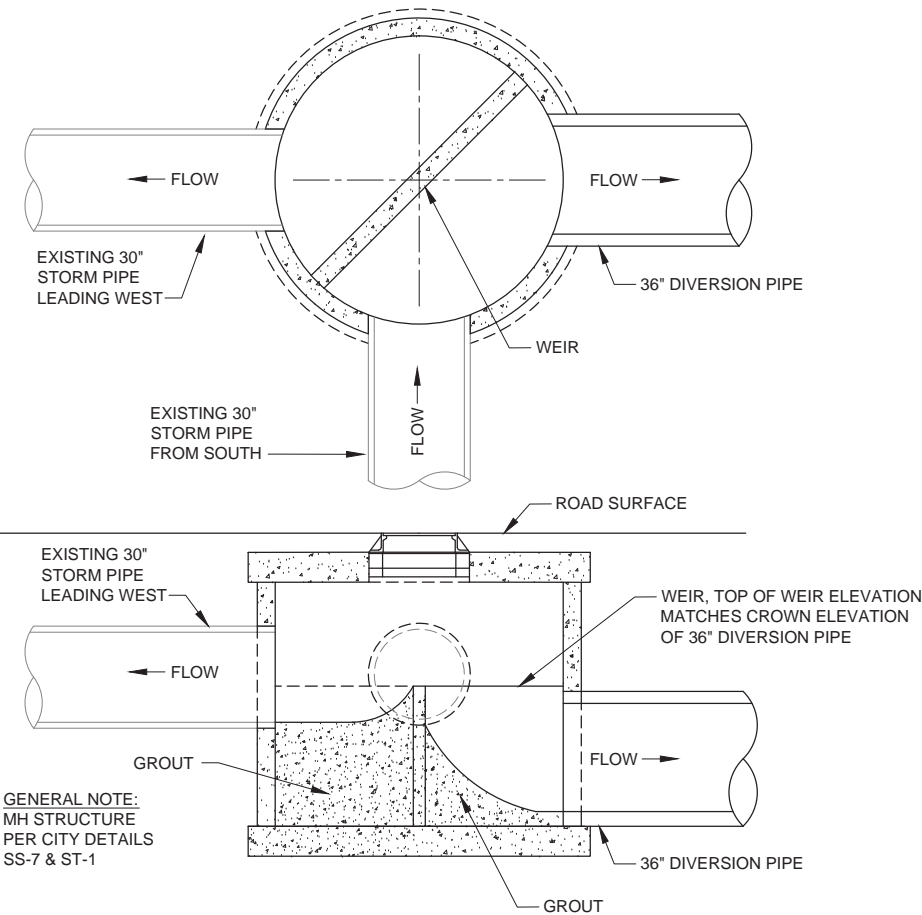
- GENERAL NOTES:**
- PROVIDE SS TIE RODS, 5/8" Ø & MEGALUGGED.
 - ANNULAR SPACE INSIDE STEEL CASING SHALL BE FILLED WITH PEA ROCK.
 - BULKHEAD ANNULAR SPACE AT EACH END OF STEEL CASING WITH 6" LONG CONCRETE BULKHEAD

3
CJ04 NOT USED

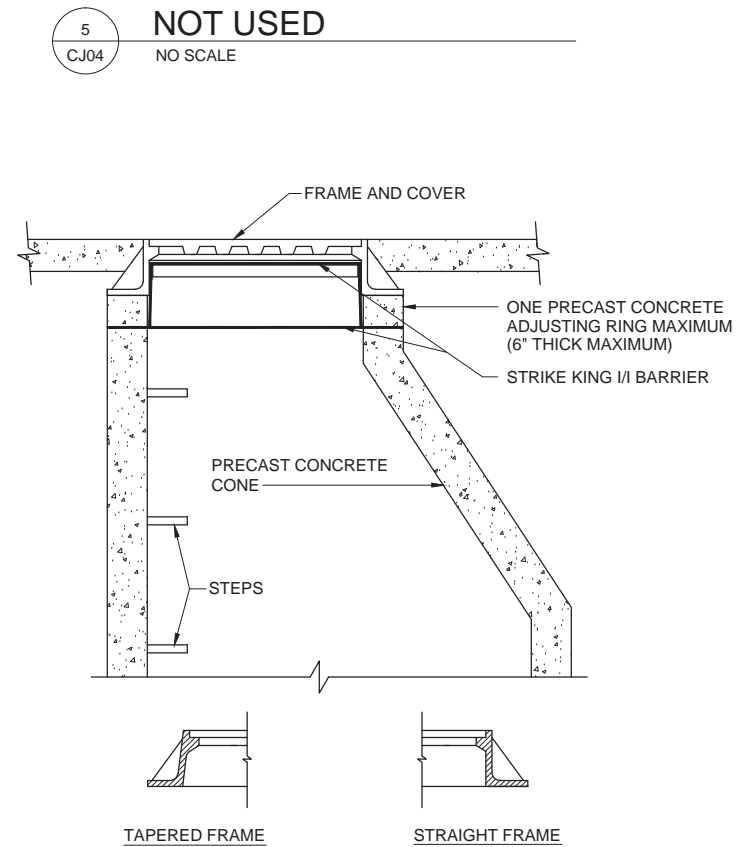
1
CJ04 **WATERMAIN CROSSING BENEATH SANITARY OR STORM SEWER**
NO SCALE



2
CJ04 **POLYMER MH**
NO SCALE



4
CJ04 **DIVERSION STORM MH01**
NO SCALE



5
CJ04 **INTERNAL CHIMNEY SEAL**
NO SCALE

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	01/29/16	ARS	ISSUED FOR BIDDING	

DESIGNED	ARS
DRAWN	JJC
CHECKED	KJA

DATE: 01/29/16 REG NO: 45107

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SIGNATURE: *Adam R. Salo*

TYPED OR PRINTED NAME: ADAM R. SALO

HRGreen logo

PROJECT	804126
FILE NAME	CJ0004

HSI CONTRACT D - LIFT STATION L27, METERS M123A & M123B

CIVIL DETAILS

CJ04

Attachment B

Construction Staging Area

Staging Area

Date: 2/3/2017



PARCEL ID: 1911721110079

Attachment C

Construction Bid Amounts

Lake Street Storm Water Diversion Project

Bid Amounts

Bid Item	Item	Units	Quantity	Rice Lake Construction Group	
				Unit Price	Extended Amount
74	Storm Drainage Piping, 12" RCP	LF	115	\$ 52.00	\$ 5,980.00
75	Storm Drainage Piping, 21" RCP	LF	35	\$ 63.00	\$ 2,205.00
76	Storm Drainage Piping, 36" RCP	LF	631	\$ 110.00	\$ 69,410.00
77	Storm Drainage Piping, 42" RCP	LF	185	\$ 150.00	\$ 27,750.00
78	12" RCP Flared End Section with Rip Rap	EA	1	\$ 2,600.00	\$ 2,600.00
79	Storm Maintenance Hole, 72" dia., 15 ft. dee	EA	5	\$ 5,200.00	\$ 26,000.00
80	Storm Maintenance Hole, 96" dia., 10 ft. deep	EA	2	\$ 10,500.00	\$ 21,000.00
81	Imported Bedding Material	TON	1044	\$ 24.00	\$ 25,056.00
82	Remove Curb and Gutter	LF	565	\$ 5.00	\$ 2,825.00
83	Remove Sidewalk	SF	10	\$ 1.00	\$ 10.00
84	Remove Bituminous Pavement	SY	391	\$ 3.00	\$ 1,173.00
85	Remove Concrete Apron	EA	9	\$ 150.00	\$ 1,350.00
86	Sawing Concrete Pavement (Full Depth)	LF	62	\$ 6.00	\$ 372.00
87	Sawing Bituminous Pavement (Full Depth)	LF	373	\$ 5.00	\$ 1,865.00
88	Select Granular Embankment (CV) (P)	CY	186	\$ 25.00	\$ 4,650.00
89	Aggregate Base (CV) Class 5 (P)	CY	124	\$ 45.00	\$ 5,580.00
90	Bituminous Material for Tack Coat	GAL	20	\$ 15.00	\$ 300.00
91	Type SP 12.5 Wearing Course Mix (4,C)	TON	70	\$ 120.00	\$ 8,400.00
92	Type SP 12.5 Non-Wearing Course Mix (4,B)	TON	50	\$ 140.00	\$ 7,000.00
93	6" Concrete Walk	SF	18	\$ 5.00	\$ 90.00
94	Concrete Curb & Gutter Design B618	LF	664	\$ 16.00	\$ 10,624.00
95	6" Concrete Driveway Pavement	SY	52	\$ 54.00	\$ 2,808.00
	Storm Sewer Items 74 through 95				\$ 227,048.00