



Capitol Region Watershed District

595 Aldine Street

Saint Paul, MN 55104

(651) 644-8888 • capitolregionwd.org

REQUEST FOR QUOTES

Facility Management Program - 2024 Rain Garden Maintenance Capitol Region Watershed District

TO: Peter Lechnir, Stantec
FROM: Forrest J. Kelley, PE (MN), Facility Management Division Manager
DATE: April 18th, 2024
SUBJECT: 2024 CRWD Maintenance Services Scope of Services – Rain Gardens

REQUEST FOR PROPOSALS: CRWD seeks quotations for rain garden maintenance from May 2024 to November 2024 (with option for extension) as part of CRWD's new Facility Management Program. The 37 rain gardens included in this program are part of a pooled maintenance effort managed by CRWD. The rain gardens are owned by different local government units (LGUs). All signed Bidder Quote Forms must be received no later than 11:30 am Thursday, May 9th, 2024, via email:

Capitol Region Watershed District
C/O Forrest J. Kelley, PE (MN)
Facility Management Division Manager
595 Aldine Street | Saint Paul, MN 55104
email: fkelly@capitolregionwd.org

Capitol Region Watershed District will host a virtual pre-quote meeting to answer questions on Thursday, May 2nd at 1:00 pm. The Teams meeting link can be found [here](https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGM3OWJiMDctZWQxZS00MTc3LWFmZDUtZDZhZWRkOGFhYWRI%40thread.v2/0?context=%7b%22id%22%3a%22dd18d04a-514b-42c9-8b98-b2d8d66d178e%22%2c%22oid%22%3a%22f8f291a0-3de5-47b4-98d5-13d35ef37b48%22%7d): (https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGM3OWJiMDctZWQxZS00MTc3LWFmZDUtZDZhZWRkOGFhYWRI%40thread.v2/0?context=%7b%22id%22%3a%22dd18d04a-514b-42c9-8b98-b2d8d66d178e%22%2c%22oid%22%3a%22f8f291a0-3de5-47b4-98d5-13d35ef37b48%22%7d).

Written questions should be sent by end of day May 2nd and responses will be sent to contractors on May 3rd.

Please direct all questions to Forrest J. Kelley, PE (MN), at fkelly@capitolregionwd.org. On-site walk-through appointments are available upon request.

SCOPE OF WORK: The Work is associated with a routine maintenance program for selected rain gardens located within LGU properties that fall within CRWD's boundaries. The Work covers 37 rain gardens varying from 200 square feet to 68,000 square feet in size owned by St. Paul Public Works, St. Paul Parks and Recreation, St. Paul Public Schools, Ramsey County, City of Roseville, City of Falcon Heights, or Roseville Area Schools.

The Work more specifically consists of furnishing relevant expertise as well as all labor, materials, equipment, and skills to perform all operations required to complete the requested maintenance work, which includes but is not limited to:

- Mobilization and demobilization of labor, equipment, and materials, as needed;
- Erosion and sediment control;
- Development of workplan;
- Spring Clean-up (one time per site) to include
 - Herbicide furnishment and application on select sites;
 - Removal and disposal of accumulated sediment from inlets and small sumps;
 - Trash removal and disposal;
 - Removal and disposal of accumulated vegetation material;
 - Weeding (hand pulling);
 - Cut and stump-treat unwanted woody plants;
 - Plant installation;
 - Shredded hardwood mulch replenishment;
- Routine bi-monthly maintenance (2 visits) to include
 - Maintenance of existing and new plantings;
 - Trash removal and disposal;
 - Weeding (hand pulling);
 - Minor sedimental removal;
- Supplemental tasks as noted or requested to include
 - Supplemental trash removal and disposal;
 - Minor erosion repairs;
 - Turf Restoration;
- Regular communication and reporting of upcoming work, completed operations and estimation of quantities; and
- Complete site restoration of all disturbed areas.

The specific work to be completed will vary based on the LGU and site, see attached Plans.

Chuck Hanna, Davey Resource Group

April 18, 2024

Page 3

The contractor will also conduct inspection and maintenance reporting, including completion of a short electronic inspection form and submittal of photos using CRWD's mobile application (see attached example). CRWD staff will conduct site visits to verify work. The anticipated maintenance period will be May-September, with site visits scheduled roughly every two months after the Spring clean-up (two maintenance visits per site).

OWNER'S RIGHTS RESERVED: The Capitol Region Watershed District reserves the right to reject any and all bids, to waive irregularities and informalities therein and the right to award the contract in the best interests of CRWD.

**Facility Management Maintenance Program
2024 Rain Garden Maintenance
Capitol Region Watershed District**

Table of Contents

<u>Section</u>	<u>PDF PAGE NUMBER</u>
Request for Quotes.....	1
Table of Contents.....	4
Bidder Quote Form	5
Site Summary Table.....	6
Specifications.....	8
Draft Services Agreement	19
Appendices	
A. General Layout Map.....	25
B. Plans	27
C. Forms.....	50
i. Pesticide Application Record	
ii. CRWD BMP Inspection Reporting Form and Application Interface	
D. Construction or As-built Plans (available for some sites).....	55
E. Individual Inspection Reports	75



Capitol Region Watershed District
 595 Aldine Street • Saint Paul, MN 55104
 T: 651-644-8888 • F: 651-644-8894 • capitolregionwd.org

2024 CRWD Pooled Rain Garden Maintenance

Bidder Quote Form

Date:

Contractor Information	
Company Name	Contact Name and Title
Address	Email
State, City, Zip	Phone

Bid Summary- All Sites

Item	Qty	Unit	Installed Unit Cost	Extended
Spring Cleanup (duff removal) for 37 Rain gardens (approximately 189,000 sq-ft in total) - Hand weeding unless otherwise noted - Sediment Removal	1	month	\$	\$
Spring Rain Garden Inlet Cleanup - Sediment Removal and Disposal - Trash and minor debris Removal and Disposal	64	per inlet	\$	\$
Woody Vegetation Removal (less than 2" diameter) - Where noted in the plans	6704	sq-ft	\$	\$
Weed Eradication using Herbicide Treatment - Where noted in the plans for persistent weeds	10829	sq-ft	\$	\$
Bi-Monthly Full Routine Maintenance Visit for 37 Sites includes: -Hand weeding -Minor sediment removal -Minor trash removal -Documentation of visit using CRWD's Mobile Application	2	month	\$	\$
Planting of 2" native perennial plugs (12" spacing) including: -Selection of plants -Coordination with owner/CRWD -Planting Bed Preparation -1-year plant warranty -Watering as needed	32332	sq-ft	\$	\$
Twice-Shredded Hardwood Mulch (3" depth)	300	cu-yd	\$	\$
Turf Restoration, as directed, to include: -bed preparation -seed -erosion control blanket -watering as needed	1000	sq-ft	\$	\$
Supplemental Watering, as directed	250	kgal	\$	\$
Supplemental Trash Pick Up at Select locations (see plans for locations)	2	month	\$	\$

Base Quote Total \$

In submitting this Bid, Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged):

Addendum Number and Date Received: _____

Addendum Number and Date Received: _____

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner to perform and furnish all Work as specified or indicated in the Contract Documents indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over and any other Bidder or over the Owner. Quantities listed above are not guaranteed. Final payment will be based on actual measured quantities.

Printed Name and Title

Organization Name

Signature and Date

Site Summary Table

Project #	Unique BMP Name	BMP Owner	BMP Location	BMP Area (sf)	Number of Inlets	Area of vegetation cutback (sf)	Area of new planting (sf)	Map Series Page Number	As built Plans Page Number	Inspection Report Page Number	Notes
23-024FM	FH_LAR_1	City of Falcon Heights	2077 Larpenteur W	1184	2			B1		E2-E8	
Total				1,184	2	0	0				

Project #	Unique BMP Name	BMP Owner	BMP Location	BMP Area (sf)	Number of Inlets	Area of vegetation cutback (sf)	Area of new planting (sf)	Map Series Page Number	As built Plans Page Number	Inspection Report Page Number	Notes
23-031FM	RAM_MW_1	Ramsey County	Maryland-Westminster	12,015	1			B2		E9-E12	
Total				12,015	1	0	0				

Project #	Unique BMP Name	BMP Owner	BMP Location	BMP Area (sf)	Number of Inlets	Area of vegetation cutback (sf)	Area of new planting (sf)	Map Series Page Number	As built Plans Page Number	Inspection Report Page Number	Notes
23-026FM	RAS_HAR_1	Roseville Schools	Harambee Elementary	6,423	4		642	B3	D2-D8, D13-D16, D18, D20	E13-E17	
23-026FM	RAS_HAR_2	Roseville Schools	Harambee Elementary	1,040	2		52	B3	D2-D6, D9-10, D13 D16, D18, D20	E18-E20	
23-026FM	RAS_HAR_3	Roseville Schools	Harambee Elementary	1,613	1		323	B3	D2-D8, D11-12, D13-D16, D18, D20	E21-E23	
Total				9,076	7	0	1,017				

Project #	Unique BMP Name	BMP Owner	BMP Location	BMP Area (sf)	Number of Inlets	Area of vegetation cutback (sf)	Area of new planting (sf)	Map Series Page Number	As built Plans Page Number	Inspection Report Page Number	Notes
23-022FM	ROSE_Dell_01	City of Roseville	1911 Dellwood N	575	1		58	B7		E24-E27	
23-022FM	ROSE_Dell_02	City of Roseville	1911 Dellwood N	328	1		66	B7		E28-E32	
23-019FM	ROSE_Larp_01	City of Roseville	965 Larpenteur W	3,225	3		1,935	B4		E33-E38	
23-015FM	ROSE_Rose_01	City of Roseville	1020 Roselawn W	210	1			B5		E39-E43	
23-013FM	ROSE_Rose_02	City of Roseville	1056 Roselawn W	201	1			B5		E44-E48	
23-012FM	ROSE_Rose_03	City of Roseville	1124 Roselawn W	348	1		17	B6		E49-E54	
23-014FM	ROSE_Rose_04	City of Roseville	1215 Roselawn W	429	1			B6		E55-E57	
23-014FM	ROSE_Rose_05	City of Roseville	1215 Roselawn W	397	1			B6		E58-E61	
23-014FM	ROSE_Rose_06	City of Roseville	1215 Roselawn W	606	1		61	B6		E62-E64	
23-016FM	ROSE_Rose_07	City of Roseville	1233 Roselawn W	178	1		36	B7		E65-E69	
23-020FM	ROSE_Rose_08	City of Roseville	1236 Roselawn W	370	1		37	B7		E70-E75	
23-017FM	ROSE_Rose_10	City of Roseville	1285 Roselawn W	290	1		15	B7		E76-E79	
23-021FM	ROSE_Rose_11	City of Roseville	1289 Roselawn W	225	1		23	B7		E80-E83	
23-018FM	ROSE_Rose_12	City of Roseville	1307 Roselawn W	216	1		43	B7		E84-E87	
23-011FM	ROSE_Rose_13	City of Roseville	995 Roselawn W	321	1		32	B5		E88-E90	
Total				7,919	17	0	2,323				

Notes:

- (A) Herbicide treatment expected. See inspection report and specifications.
- (B) Provide supplemental bi-monthly trash pickup. See Specifications.
- (C) Woody vegetation removal and herbicide treatment expected. See inspection report and specifications.
- (D) Sites contain intentional bare areas with iron-enhanced filtration material for dissolved pollutant treatment.

Site Summary Table

Project #	Unique BMP Name	BMP Owner	BMP Location	BMP Area (sf)	Number of Inlets	Area of vegetation cutback (sf)	Area of new planting (sf)	Map Series Page Number	As built Plans Page Number	Inspection Report Page Number	Notes
23-029FM	SPPR_COM_1	Saint Paul Parks and Recreation	Como Pool	3,727	2	3,727	3,727	B8		E91-E94	(A)
23-029FM	SPPR_COM_2	Saint Paul Parks and Recreation	Como Pool	4,120	4	412	4,120	B8		E95-E100	(A)
23-030FM	SPPR_CROS_1	Saint Paul Parks and Recreation	Crosby Farm main gate	3,492	2	3,492	3,492	B9		E101-E105	
23-028FM	SPPR_MID_1	Saint Paul Parks and Recreation	Midway Peace Park	6,839	1			B10		E106-E112	(A)
23-028FM	SPPR_MID_2	Saint Paul Parks and Recreation	Midway Peace Park	9,129	2			B10		E113-E122	(A)
23-027FM	SPPR_VIC_1	Saint Paul Parks and Recreation	Victoria Park	10,366	9	2,073	5,183	B11		E123-E129	(C)
Total				37,673	20	9,704	16,522				

Project #	Unique BMP Name	BMP Owner	BMP Location	BMP Area (sf)	Number of Inlets	Area of vegetation cutback (sf)	Area of new planting (sf)	Map Series Page Number	As built Plans Page Number	Inspection Report Page Number	Notes
23-004FM	SPPS_CHEL_1	Saint Paul Public Schools	Chelsea Heights	1,800	1		180	B15		E130-E135	
23-003FM	SPPS_COMO_1	Saint Paul Public Schools	Como Park Senior Highschool	3,033	1	520	1,365	B12		E136-E139	
23-005FM	SPPS_EOS_1	Saint Paul Public Schools	EOS	14,726	5		1,473	B13		E140-E147	
23-002FM	SPPS_LEAP_1	Saint Paul Public Schools	LEAP Highschool	951	1		95	B14		E148-E151	
Total				20,510	8	520	3,113				

Project #	Unique BMP Name	BMP Owner	BMP Location	BMP Area (sf)	Number of Inlets	Area of vegetation cutback (sf)	Area of new planting (sf)	Map Series Page Number	As built Plans Page Number	Inspection Report Page Number	Notes
23-032FM	SPPW_CWF_1	Saint Paul Public Works	CWF South	18,952	1			B19		E152-E156	(B) (D)
23-032FM	SPPW_CWF_2	Saint Paul Public Works	CWF North	13,156	1			B18		E157-E162	(B) (D)
23-032FM	SPPW_PARK_1	Saint Paul Public Works	Park A North	26,728	1			B17		E163-E168	(B) (D)
23-032FM	SPPW_PARK_2	Saint Paul Public Works	Park A South	13,192	1			B16		E169-E172	(B) (D)
23-032FM	SPPW_PARK_3	Saint Paul Public Works	Park C	67,753	3			B20		E173-E176	(B) (D)
23-007FM	SPPW_PAYN_1	Saint Paul Public Works	Payne	2,049	1	2,049	2,049	B21		E177-E179	
23-006FM	SPPW_VIC_1	Saint Paul Public Works	Victoria	12,180	1	7,308	7,308	B22		E180-E186	(C)
Total				154,010	9	9,357	9,357				
Total overall				242,387	64	19,581	32,332				

Notes:

- (A) Herbicide treatment expected. See inspection report and specifications.
- (B) Provide supplemental bi-monthly trash pickup. See Specifications.
- (C) Woody vegetation removal and herbicide treatment expected. See inspection report and specifications.
- (D) Sites contain intentional bare areas with iron-enhanced filtration material for dissolved pollutant treatment.

Capitol Region Watershed District

SPECIFICATIONS

2024 CRWD Facility Management Program

CAPITOL REGION WATERSHED DISTRICT
595 Aldine Street | Saint Paul, MN 55104
(651) 644-8888 Ext. 116 | mobile: (651) 210-7692

Facility Management Program - 2024 Rain Garden Maintenance SPECIFICATIONS

S-1 CONTRACT DESCRIPTION

- S-1.1 The overall scope of the Work includes, but is not necessarily limited to, furnishing all labor, tools, equipment, and materials necessary to complete:
- A Erosion and sediment control;
 - B Development of workplan;
 - C Spring Clean-up (one time per site) to include
 - C.1 Herbicide furnishment and application on select sites;
 - C.2 Removal and disposal of accumulated sediment from inlets and small sumps;
 - C.3 Trash removal and disposal;
 - C.4 Removal and disposal of accumulated vegetation material;
 - C.5 Weeding (hand pulling);
 - C.6 Cut and stump-treat unwanted woody plants;
 - C.7 Plant installation;
 - C.8 Shredded hardwood mulch replenishment;
 - D Routine bi-monthly maintenance (2 visits) to include
 - D.1 Maintenance of existing and new plantings;
 - D.2 Trash removal and disposal;
 - D.3 Weeding (hand pulling);
 - D.4 Minor sedimental removal;
 - E Supplemental tasks as noted or requested to include
 - E.1 Supplemental trash removal and disposal;
 - E.2 Minor erosion repairs;
 - E.3 Supplemental watering;
 - E.4 Turf Restoration;
 - F Trash removal and disposal;
 - G Shredded hardwood mulch replenishment;
 - H Regular communication and reporting of upcoming work, completed operations and estimation of quantities; and
 - I Complete site restoration of all disturbed areas.
- S-1.2 Contractor shall be solely responsible for the coordination of its activities with regard to the Project and the activities of Subcontractors, property owners and CRWD.

S-2 DEFINITIONS

- S-2.1 Whenever used in the Contract Documents, the following terms shall have the meanings indicated:
- S-2.2 Addenda: Written or graphic instruments issued prior to receipt of Quotes which clarify, correct, or change the bidding documents or the Contract Documents.
- S-2.3 Bidder: Any person, firm, or corporation submitting a Quote for the Work.
- S-2.4 Quote: The offer or proposal of the Bidder submitted on the prescribed form setting forth the unit prices for the Work to be performed.
- S-2.5 Change Order: A written order to the Contractor signed by CRWD authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.
- S-2.6 Contract Documents: The Quote, Agreement, Specifications, Drawings, Addenda (whether issued prior to opening of Quotes or execution of the Agreement), and Modifications.
- S-2.7 Contract Price: The total monies payable to the Contractor under the Contract Documents.
- S-2.8 Contract Time: The date stated in the Agreement for the completion of the work.

- S-2.9 Contractor: The person, firm, or corporation with whom the CRWD has executed the Agreement.
- S-2.10 Modification: Any written amendment of any of the Contract Documents (including Change Orders) duly executed and delivered after execution of Agreement.
- S-2.11 Owner: For the purposes of this contract, the term "Owner" shall refer to: The Property Owners and Local Government Units (LGUs) who own the rain gardens (Cities of St. Paul, Roseville, and Falcon Heights, Ramsey County, and St. Paul Public Schools and Roseville Area Schools) for whom the Work is to be performed, as well as, Capitol Region Watershed District herein representing the Property Owners to conduct the Work described in these Contract Documents. In the event that the context of the contract necessitates reference to the entity responsible for the property under consideration, "Owner" shall specifically refer to the Property Owner. Likewise, when addressing matters pertaining to the broader project scope or involving the interests and responsibilities of the Watershed District, "Owner" shall specifically refer to the Watershed District.
- S-2.12 Responsible Contractor: A Contractor as defined in Minnesota Statutes, §16C.285, subdivision 3.
- S-2.13 Subcontractor: An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- S-2.14 Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and incidental items.
- S-2.15 Written Notice: Correspondence delivered in writing via e-mail and/or United States Postal Service.

S-3 EXECUTION OF WORK AND COMPLETION DATES

- S-3.1 Maintenance shall commence within seven (7) days following receipt of a Notice to Proceed from CRWD. Such letter will be issued following execution of Contract Documents, project schedule, and the furnishing of the certificate of insurance.
- S-3.2 It is important that Work progresses in a timely manner, and inconvenience to the public and property owners is held to a minimum. The Contractor shall determine the sequence of Work and shall provide sufficient forces and equipment required to efficiently progress with the Work.
- S-3.3 Unfavorable Conditions: When unfavorable weather, soil, drainage, or other unsuitable construction conditions exist, Contractor shall confine operations to work which will not be adversely affected by such conditions. No portion of the Work shall be constructed under conditions which would adversely affect the quality of the Work, unless special means or precautions are taken to perform the Work in a proper and satisfactory manner.
- S-3.4 All Work under this Contract, shall be completed during the 2024 growing season. It is anticipated that the Contract quotes reflect the cost of meeting these deadlines.

S-4 TIME OF WORK

- S-4.1 No work on this project shall take place between the hours of 7:00 p.m. and 7:00 a.m. on any weekday or between the hours of 9:00 p.m. to 9:00 a.m. on any weekend or legal holiday unless permission has been granted by the CRWD.

S-5 WORKPLAN

- S-5.1 The contractor will visit each project area to determine anticipated tasks for the season and discuss any questions with CRWD.
- S-5.2 Before starting any work at the site, the Contractor shall submit to CRWD for approval, a workplan for each owner. A workplan shall include:
- A An estimated progress schedule indicating the starting and completion dates of the various stages of the Work.
 - B Vegetation removal plan for concurrence with CRWD, including an indication of whether hand pulling, herbicide, or both will be used and how the approach will be tailored based on the plant species present. Techniques and chemicals used may vary depending on the targeted species.
 - C Planting plan and schedule for concurrence with CRWD.
 - D Watering plan.
 - E Any site-specific concerns, or additional anticipated work that was not included in the Contract.

S-5.3 SCHEDULE

Site visits under this Contract shall occur approximately bi-monthly, meaning work shall occur between 50 and 70 days of the last visit to ensure regularity in maintenance, unless permission for an alternate schedule is granted by the CRWD.

S-6 APPLICABLE SPECIFICATIONS

S-6.1 In the following Specifications, reference is made to Mn/DOT Specifications which shall mean the State of Minnesota Department of Transportation, Standard Specifications for Construction, 2020 Edition, and any supplements. All materials and methods shall comply with that Specification and Supplemental Specifications except as modified or altered in the following special provisions, or general conditions within this Contract.

S-7 MODIFICATION OF PROPOSAL

S-7.1 CRWD reserves the right to modify the Plans, Specifications, or Proposal at any time before the opening of Quotes, subject to the following conditions:

A Such modification will be made by an Addendum, duly numbered, and dated.

B Such Addendum will be mailed electronically to each prospective bidder who has received a Proposal prior to the date of the Addendum; and

C Such Addendum will be attached to all Proposals issued after the date of the Addendum and shall remain a part thereof.

S-8 AWARD EXECUTION OF DOCUMENTS

S-8.1 The award of the Contract, if it is awarded, will be to the lowest qualified, responsible, and responsive Bidder whose qualifications indicate the award will be in the best interests of CRWD and whose proposal complies with all the prescribed requirements.

S-8.2 The Owners and CRWD reserve the right to reject all quotes and waive minor irregularities and informalities.

S-8.3 The Agreement and other Contract Documents as practicable will be signed by CRWD and the Contractor, and each receive an executed copy of the Contract Documents.

S-8.4 Simultaneously with the execution of the Contract Documents, the Contractor shall deliver to CRWD the required certificates of insurance and other requested forms.

S-8.5 Failure of the successful Bidder to execute the Contract Documents and deliver the required documents within fifteen days of the notification of the award shall be just cause for CRWD to annul the award and declare the Quote or guarantee thereof forfeited.

S-9 SITE INVESTIGATION

S-9.1 The Contractor is solely responsible for having made a field inspection and other site investigations as deemed necessary to complete the project in accordance with the plans and specifications.

S-10 PAYMENTS AND ESTIMATES

S-10.1 ESTIMATES

All estimated quantities for Unit Price items in the Agreement are approximate and are to be used only as a basis for determining the initial Contract Price. The actual amount of work to be done or materials to be furnished under the Unit Price items may differ from the estimated quantities. The basis of payment for work or materials furnished or placed will be the actual quantities of work performed or material furnished and placed. The Contractor agrees to make no claim for damages, anticipated profits, or otherwise due to any difference between the quantities of Work actually performed or materials furnished and placed, and the estimated quantities included in the Agreement.

S-10.2 PAYMENTS

The Owner will make progress payments to the Contractor as provided in the Draft Services Agreement, and modified as follows:

A Progress payments will only be made when maintenance is complete, or materials are completely installed in accordance with the Contract Documents.

B Invoices shall itemize work by unit as described in the Quote Form and specifications.

C Contractor shall provide documentation of work and materials used per site (except those with lump sum and per month units).

D CRWD may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect the Owner from loss on account of:

- D.1 Defective or Warranty work not repaired
- D.2 Claims filed or reasonable evidence indicating probable filing of claims
- D.3 Failure of the Contractor to make payments to the Subcontractors for materials or labor
- D.4 A reasonable doubt that the Contract can be completed for the balance then unpaid
- D.5 Damage to another Contractor, to the Work, or to other property
- D.6 Failure to complete the Contract within the time specified.
- E. When the above conditions are removed or are satisfactory and adjustment made, payments of the balance due shall be made from the amount withheld.

S-11 MODIFICATION OF CONTRACT

- S-11.1 CRWD may request additional tasks on an as-needed basis. Quotes for these tasks should reflect the installed unit cost including materials and labor. Examples of additional services include erosion repairs, graffiti removal, and additional plant replacement. CRWD will evaluate any additional quotes and must approve the quote before work commences.
- S-11.2 Changes in the work
 - A Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Change Order. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as described below.
 - B CRWD may authorize minor changes or alterations in the Work not involving extra cost and which are consistent with the overall intent of the Contract Documents. If the Contractor believes that any minor change or alteration authorized by CRWD entitles it to an increase in the Contract Price, it may make a claim therefore as provided in this Section.
 - C Additional work performed by the Contractor without authorization of a Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency
 - D CRWD will execute an appropriate Change Order covering changes in the Work to be performed and any other appropriate claim of the Contractor for a change in the Contract Time or the Contract Price.
- S-11.3 Change of contract price
 - A The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Owner shall be at its expense without change in the Contract Price.
 - B The Contract Price may only be changed by a Change Order.
- S-11.4 The Contract Time may only be changed by a Change Order.

S-12 DEFECTIVE OR NEGLECTED WORK

- S-12.1 All Work not conforming to the requirements of the Contract Documents shall be considered defective and all defective Work, whether in place or not, may be rejected. The Contractor will also bear the expense of making good all work of other contractors destroyed or damaged by removal or replacement of the defective Work. If the Contractor does not correct such deficiencies within a reasonable time, the Owner may correct the deficiency or remove the rejected work. All direct or indirect costs of such correction or removal will be charged against the Contractor. If, instead of requiring correction or removal of any such defective Work, the Owner prefers to accept it, they may do so in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price.
- S-12.2 If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the Owner, after three days' Written Notice to the Contractor may, without prejudice to any other remedy the Owner may have, make good such deficiencies and the cost thereof shall be charged against the Contractor, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price.

S-13 SUBCONTRACTS

- S-13.1 The Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons directly or indirectly employed to the same extent that the Contractor is responsible for the acts and

omissions of persons directly employed by the Contractor. The Owner shall have no obligation to pay or be responsible for the payment of any monies to any Subcontractor or any Contractor or Subcontractor employees.

S-13.2 The Contractor shall specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

S-14 SAFETY AND PROTECTION; EMERGENCIES

S-14.1 The Contractor shall take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

A All employees on the Work and other persons who may be affected thereby,

B All the Work and all materials or equipment to be incorporated, whether in storage on or off the site, and

C Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not associated with the Work.

S-14.2 The Contractor shall comply with all applicable safety and building laws and codes of federal, state, municipal and other governmental bodies for the safety of persons or property or to protect them from damage, injury or loss.

S-15 WORK NEAR UTILITIES

S-15.1 Any excavation requires notification to Gopher State One-Call 651-454-0002 at least 48 hours prior to the excavation start time and the use of white markings of the proposed excavation area.

S-15.2 The Contractor shall conform to the requirements of MnDOT Specifications 1507 "Utility, Property & Service" in respect to protecting all underground utilities. Further, the Contractor shall cooperate with the utility companies in all their work and shall be particularly cautious operations adjacent to exposed utilities.

S-16 PROJECT REPORTING

S-16.1 For each site visit, the maintenance crew will complete a short inspection and take photos using Esri's Collector application. Accurate data is used to generate the District's annual reports and other documents. An electronic device, with internet connection and camera, will be required to collect and save data in our electronic database.

S-16.2 CRWD will provide Esri account access and training to assist the selected contractor with maintenance reporting.

S-16.3 A sample of the required reports are shown in Appendix C.

S-16.4 This work shall be incidental.

S-17 MISCELLANEOUS

S-17.1 PERMITS AND APPROVALS

A The Owner has requested right of entry from property owners where BMPs are located. It is anticipated that these approvals will be obtained before the Contract Work commences.

B The Contractor shall be required to contact the CRWD at least 24 hours in advance, prior to starting Work.

C No work on private property is expected, but should it be needed, permission to access private property shall be obtained prior to initiating work.

S-17.2 Contractor is responsible for getting all materials to the site as needed for work and project schedule.

S-18 EROSION AND SEDIMENT CONTROL

S-18.1 Contractor is required to prevent sediment from draining into the storm sewer system, including curb and gutters and pavement surfaces.

S-18.2 Contractor is required to prevent silt from entering the rain gardens while completing work.

S-18.3 Contractor is required to install protection, where necessary, to control erosion and sedimentation during their work on the site. Contractor will verify that conditions on the site are suitable to receive work prior to commencing.

S-18.4 This work shall be incidental.

S-19 COORDINATION WITH SERVICE PROVIDERS AND TRAFFIC CONTROL

- S-19.1 The Contractor shall not interrupt the postal service, recycling service, garbage collection service, school bus service, deliveries, etc. to all residences and businesses throughout the duration of the project.
- S-19.2 Driveway, entry, or The Americans with Disabilities Act (ADA) access shall not be blocked at any point throughout the duration of the project without coordinating with CRWD and the owner for alternate access.
- S-19.3 If temporary street lane closures are needed for vehicles to access a site, the Contractor shall obtain permits from the appropriate City. Flaggers and appropriate warning signs shall be required and shall be supplied by the Contractor at no additional cost.

S-20 PROTECTION OF ADJACENT PROPERTIES

- S-20.1 The Contractor shall take whatever steps are necessary to protect adjoining properties and structures from hazards in connection with its performance of the work. The Contractor shall be responsible for all damages to properties and structures that occur as a result of its operations.
- S-20.2 Contractor shall perform operations carefully and in such a manner as to protect existing property, structures, rain gardens, and utilities. Obstructions not shown on the Drawings may exist and if they should impose of the work in any way, the issue shall be communicated in writing by Contractor to CRWD. Contractor shall be responsible for damage to existing property resulting from Contractor's operations and shall repair or replace damaged items to Owner's satisfaction.
- S-20.3 Private property owners may have existing irrigation systems and/or invisible fence near the work area. Any damage to marked irrigation systems/ invisible fences will be the responsibility of the Contractor.
- S-20.4 No landscape tree shall be cut or removed without approval from CRWD. The Contractor shall exercise proper care in working in the vicinity of landscape trees to provide for their protection.
- S-20.5 Submit to CRWD written notification of any damaged plants and/or trees (excluding invasive or weedy plants and/or trees that were intended for removal).

S-21 TRASH AND DEBRIS

- S-21.1 All solid waste shall be disposed by the Contractor in accordance with the local and state solid waste disposal regulations. This includes, but is not limited to, site litter and garbage, vegetative debris, sediment, and hazardous waste.
- S-21.2 Solid waste shall be disposed of after each site visit.

S-22 SPRING CLEAN UP

- S-22.1 All planted areas shall have all perennial vegetation from the previous growing season removed to within 6" above the ground including all ornamental grasses and herbaceous plants.
- S-22.2 All shrubs shall be pruned to remove any dead or dying vegetation.
- S-22.3 All garbage shall be removed.
- S-22.4 Any visible accumulated sediment or debris shall be removed.
- S-22.5 Any observed soil erosion shall be repaired as necessary to return the grade to its original level and to stabilize the site to prevent additional erosion. Additional site inspection should be performed in an attempt to determine the cause of soil erosion. If erosion is ongoing, the Contractor shall contact the CRWD for further instruction prior to soil erosion repair.
- S-22.6 If additional soil needs to be brought to the site to repair eroded areas, Contractor will consult CRWD as to the type of soil that will be necessary. Some planting areas have special soils that may be required.
- S-22.7 All weeds as identified by the Contractor or as directed by the Owner shall be removed manually unless a chemical herbicide application is noted in the plans or CRWD staff has approved the use of the chemical herbicide at the site.
- S-22.8 Any invasive weeds shall be removed via herbicide application or manual removal. See Section S-25 for HERBICIDE.
- S-22.9 All vegetation, debris, or garbage shall be removed from site and shall become property of the Contractor.
- S-22.10 The Contractor shall request a site inspection after Spring Clean-Up is complete on all planted areas as per S-32 Review and Acceptance of Work.
- S-22.11 **PAYMENT**
Sites will be paid for by the square foot of area maintained. The area will be measured based on the polygon in the plans unless discussed and agreed upon with CRWD.

S-23 WATER

S-23.1 Water shall be used as needed for the maintenance of newly placed plantings.

S-23.2 The Contractor shall keep an operable water truck available for the project within four hours of the active work.

S-23.3 PAYMENT

Water shall be incidental to the cost of the plantings.

S-24 SUPPLEMENTAL WATER

S-24.1 This work shall include supplemental watering at one or more of the rain gardens sites upon a request from CRWD for this work.

S-24.2 The use of this item is not for areas recently planted but if seasonal conditions warrant, to improve the health of established vegetation.

S-24.3 The Contractor shall estimate the volume of supplemental watering by site for CRWD approval. Watering amount shall not exceed 2 inches of depth over the area watered.

S-24.4 The Contractor shall have an operable water truck available within 24 hours for supplemental watering upon notification by the Owner/CRWD.

S-24.5 PAYMENT

Water shall be paid for by the kilo-gallon. The area will be measured based on the polygon in the plans unless discussed and agreed upon with CRWD.

S-25 HERBICIDE

S-25.1 This work includes the removal of vegetation by chemical herbicide application, only where shown in the Plans or where approved by CRWD. CRWD aims to minimize herbicide use whenever possible but recognizes its value to manage invasive species when mechanical methods of removal are cost prohibitive or unlikely to be successful. Mechanical methods such as spot mowing or hand pulling should be considered first when managing invasive species, but when not feasible, herbicide use may be approved.

S-25.2 Herbicide selection should be appropriate for species and safe for use in or near water, and other environmental considerations.

S-25.3 Materials

The type and application rates of any herbicides shall be determined by the Contractor and approved by the Owner prior to application.

S-25.4 Submittals

A Include product label and manufacturer's application instructions specific to this Project, 7 days prior to application.

B Submit a copy of the Commercial Applicator License with list of herbicides to be used.

C Herbicide application records shall be submitted to CRWD within 48 hours of application, See Appendix D for required Pesticide Application Form.

S-25.5 Preparation

Herbicide application lawn signs shall be placed, in visible location, prior to application.

S-25.6 Execution

A Herbicide application shall be performed with extreme care to target weeds and to avoid damage to existing plants. Any damaged plants shall be replaced by the Contractor without cost to the Owner.

B Application of herbicides will be completed by a Certified Applicator.

C Apply approved herbicide(s) based on approved workplan.

S-26 WOODY VEGETATION REMOVAL

S-26.1 This work includes woody vegetation removal as shown in the plans or as approved by CRWD staff. Herbicide used must be approved according to S-26 HERBICIDE.

S-26.2 Execution

Cut and remove all woody trees and shrubs, including non-native buckthorn and honeysuckle. Treat cut stumps with approved herbicide. Repeat as needed.

S-27 ROUTINE INSPECTION AND MAINTENANCE VISITS

S-27.1 All rain garden areas shall be inspected and maintained on a bimonthly (every two months) basis throughout the growing season (May to September) after the initial spring cleanup.

S-27.2 The Contractor shall provide CRWD a minimum of 24 hours' notice via a phone call or email message prior to each Routine Visit.

S-27.3 Each visit shall include

A Hand weeding. All planting areas shall be completely free of weeds after each Routine Visit.

B Minor sediment removal.

C Trash removal.

D Reporting.

S-28 SUPPLEMENTAL TRASH PICKUP

S-28.1 This work shall include a bi-monthly (every two months) visit to the sites shown in the Plans to pick up trash.

S-28.2 The schedule of this activity should offset approximately 30 days from the spring cleanup or routine inspection and maintenance visit (i.e. on alternating months).

S-28.3 See Section S-21 TRASH AND DEBRIS.

S-29 NATIVE PERENNIAL PLANT INSTALLATION

S-29.1 This section covers the furnishing of all labor, material, equipment, and performance of all work and services necessary or incidental to plant installation as shown on the plans or as specified herein

S-29.2 MnDOT Specification Section 2571, and the Inspection and Contract Administration Manual for MnDOT Landscape Projects, 2014 Edition, shall apply to plant installation, except as modified herein. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

S-29.3 SUBMITTALS

A Contractor shall submit a planting plan 7-days prior to planting noting the species, spacing, and locations of proposed plantings for CRWD and Owner review and approval.

B Contractor shall submit a list of plant materials to be furnished including the source of stock.

S-29.4 MATERIALS

Plugs shall be in 2 3/8" square x 3 3/4" deep pots or in a size otherwise approved by CRWD.

S-29.5 DELIVERY, STORAGE, AND HANDLING

A The Contractor shall deliver, store, and handle plants to prevent damage. All damaged material must be replaced. Do not expose roots to hot sun or drying winds. Plants that cannot be planted immediately upon delivery shall be set on the ground and protected with moist soil or mulch and watered as needed.

B Plant materials shall conform to the requirements of the Inspection and Contract Administration Manual for MnDOT Landscape Projects, 2014 Edition.

S-29.6 All plants shall be first-class representatives of their normal species or variety, and shall be free of disease, disfiguring knots, sun scald, insect infestations, dead or broken branches, bark abrasions, and other objectionable conditions.

S-29.7 Perennials shall be strong, healthy plants of the age specified.

S-29.8 Ship and store plants and mulch with protection from weather or other conditions that would damage the product or impair its effectiveness.

S-29.9 All plants may be inspected by the Owner and items that have become wet, moldy, or otherwise damaged in transit or in storage will be rejected.

S-29.10 Time delivery so that live plants will be planted within 24 hours of delivery. Protect plants against drying and damage prior to planting.

S-29.11 Each species shall be handled and packed in the manner approved for that plant, having regard for the soil and climatic conditions at the time and place of digging and delivery, and to the time that will be consumed while in transit or delivery. All precautions that are customary in good trade practice shall be taken to ensure the arrival of plants in good condition.

S-29.12 EXECUTION

A The Contractor shall notify CRWD at least 24 hours prior to the start of any planting operations during this Contract.

B Planting materials shall be protected from damage or deterioration before, during, and after planting. The Contractor must make necessary arrangements to ensure an adequate supply of water to meet maintenance needs of all planting materials. This may include, but not limited to, furnishing hose and other sources of water to provide adequate irrigation and watering of landscape materials during the plant establishment period.

C All plants shall be watered immediately after planting.

S-29.13 PLANTING BED PREPARATION

- A A 3-inch layer of Type 6 twice shredded hardwood mulch (See MULCH REPLENISHMENT Section S-30) shall cover the entire planting bed. Plant material should be exposed and all root masses should be covered.
- B The Contractor shall ultimately determine the optimum soil conditions required for good growth of the specified plants.

S-29.14 GROUND COVERS, PERENNIALS

- A Plants should be protected from drying conditions during the planting operation.
- B The soil ball and root mass should not be significantly disturbed as the pot is removed.
- C Plants shall be planted at the same depth as they were in the pots.
- D Plants shall be spaced in accordance with the dimensions indicated on the plans with spacing adjusted as necessary to evenly fill planting bed using the specific quantity of plants.
- E Do not remove container-grown stock from containers until planting time.
- F All plants shall comply with the State and Federal laws with respect to inspection for plant diseases and insect infestations.

S-29.15 GUARANTEE AND REPLACEMENT

- A The Plant Establishment Period will be for one year from the Preliminary Acceptance, See Section S-32 for REVIEW AND ACCEPTANCE OF WORK Replacement of dead, defective or missing plants or incidental materials shall be required immediately or as soon as is practicable within an appropriate period of time as ordered by CRWD.
- B It is anticipated that no retainage will be held throughout the plant establishment period unless the Owner determines that the materials or procedures warrant such a retainage.
- C Contractor shall submit a written guarantee for replacement of any plant materials failing to survive and thrive for a period of one year after Preliminary Acceptance.
- D Any plant material found dead or not in a healthy growing condition shall be replaced with material of same size and species, with a new one-year warranty commencing on date of replacement. Replacement of any plant material shall be completed in the proper planting season. All replacement plants shall be accomplished at no cost to the Owner.
- E Removal and disposal of all replaced plant material shall be incidental to the contract.
- F Watering during the Plant Establishment Period shall consist of maintaining adequate (but not excessive) soil moisture. It is recommended that after the initial thorough "watering in", every plant should receive a thorough watering, as necessary, at weekly intervals, on the average, throughout the growing season (approximately May 1 thru October 1). The Contractor shall avoid over watering all plants.
- G The Contractor is expected to carry insurance to cover responsibility for plants lost to acts of vandalism, theft and rodent damage. In the case of repeated and excessive vandalism, theft, and rodent damage, the Owner will make a determination as to whether the plants will be deleted or replaced again subsequent to initial replacement with additional compensation in accordance with the Contract prices.

S-29.16 MEASUREMENT AND PAYMENT FOR PLANT MATERIAL

- A Measurement shall be by the square foot installed. Payment shall be based on the contract unit prices and shall be compensation in full for all costs of plant selection, coordination, design, and furnishing the required materials and installing the plants in accordance with the plans and specifications. Measurement and payment shall include delivery, plants, planting soil, compost materials for blending, planting, mulch, specified maintenance, watering, guarantee, clean up, and associated work complete and in place. Payment for the plant material, trees, and shrubs shall only be considered after the completion of the entire landscape plan, including all clean up and incidental work
- B All other work under this section is incidental to the contract for this section unless specifically listed in the Special Conditions. Quantities for all landscaping items are subject to change by the Owner and shall not be subject to MnDOT Specification 1903 as shown in the Quote.

S-30 MULCH REPLENISHMENT

S-30.1 Mulch shall be Type 6 mulch, as described in MnDOT Specification 3882. Double shredded hardwood mulch shall be provided free of dirt, dye, ashes, sawdust, rocks, leaves, roots, black bark mold or any other debris.

S-30.2 All newly planted areas shall have a maintained depth of 3" of mulch

S-31 WARRANTY

S-31.1 Contractor shall warranty that the herbaceous and turf plants be in a healthy and vigorous growing for one year after Preliminary Acceptance. The warranty shall be considered incidental to the planting costs.

S-32 REVIEW AND ACCEPTANCE OF WORK

S-32.1 PRELIMINARY REVIEW

S-32.2 Upon completion of the spring clean-up work and plant replacement, the Contractor shall request a review by CRWD to determine whether the work conforms to the requirements of the Specifications.

S-32.3 If it is found that the work does not conform to the requirements of the Specifications, the Contractor will receive written notification from CRWD of required corrections.

S-32.4 Contractor will perform corrective work within ten calendar days after the Preliminary Review.

S-32.5 Upon completion of the corrective work, request another Preliminary Review to determine whether work conforms to the requirements of the Specifications.

S-32.6 PRELIMINARY ACCEPTANCE

S-32.7 When CRWD determines that the work conforms to the requirements of the Specifications the Contractor will receive notification of Preliminary Acceptance.

S-32.8 The one year plant warranty period will commence upon the date specified by the notification of Preliminary Acceptance.

S-32.9 FINAL REVIEW

S-32.10 At the end of the warranty period, Contractor shall request a review by CRWD to determine whether the work conforms to the requirements of the Specifications.

S-32.11 If CRWD determines that work does not conform to the requirements of the Specifications, the Contractor will receive written notification of required corrections.

S-32.12 Contractor will perform corrective work within ten calendar days of Final Review.

S-32.13 Upon completion of the corrective work, Contractor shall request another Final Review by CRWD, who will determine whether the work conforms to the requirements of the Specifications.

S-32.14 FINAL ACCEPTANCE

S-32.15 Contractor will receive a written notification of Final Acceptance when the CRWD determines that the work conforms to the requirements of the Specifications.

Project:	Facility Management Program – 2024 Rain Garden Maintenance
Budget:	TBD
Fund:	24-315 Partner BMPs
Deadline:	

SERVICES AGREEMENT

This is an Agreement between Capitol Region Watershed District (“CRWD”), 595 Aldine Street, Saint Paul, Minnesota 55104, a political subdivision of the State of Minnesota pursuant to Minnesota Statutes Section 103D.915, Subd. 6, and _____(CONTRACTOR).

WHEREAS, CRWD is performing Facility Management Program – 2024 Rain Garden Maintenance (PROJECT); and

WHEREAS, CRWD issued a Request for Quotes (RFQ) for services for the PROJECT; and

WHEREAS, the Contractor submitted the accepted cost quotation in compliance with the requirements set forth in the RFQ for services and is within the PROJECT budget; Therefore, CRWD and the CONTRACTOR agree as follows:

1. Scope of Services

The CONTRACTOR shall provide all labor, materials, material handling, disposal and site restoration as required to complete the PROJECT, as set forth in the RFQ, attached hereto and made a part of this Agreement as **Exhibit A**. All materials and methods must be deemed acceptable by CRWD staff and the completed PROJECT shall be field verified by CRWD staff.

2. Time

The CONTRACTOR may begin services after project authorization by the CRWD Administrator and execution of the services agreement and submission of CONTRACTOR certificate of insurance. PROJECT services will be delivered by the CONTRACTOR no later than **December 31, 2024**. The term of this Agreement may be extended for up to two (2) additional one-year periods upon written agreement of both parties. The CONTRACTOR will be required to provide a new cost quotation for additional years added to the term of contract.

3. Cost/Payment

- a. CRWD will pay the CONTRACTOR a total amount not to exceed \$ _____, as set forth in the Maintenance Services Price Quote Table of the Request for Quotes attached hereto and made a part of this Agreement as **Exhibit B**.
- b. The CONTRACTOR shall submit monthly invoices to CRWD after services have been completed no later than the 25th day of the month. Monthly invoices should include only requests for payment for services “actually performed” based on the

maintenance requirements of each BMP as defined in **Exhibit A**. For example, if there is no need for watering during periods of heavy rain events, per occurrence payment request(s) should be excluded from the monthly invoice. Total annual invoice amount shall not exceed amount specified in this Services Agreement. Payment will be made within 35 days of receipt of a detailed invoice, project services certification by CRWD staff and approval by CRWD Administrator.

- c. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.

4. Independent Contractor

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the CONTRACTOR as the employee of CRWD for any purpose or in any manner whatsoever. The CONTRACTOR is an independent contractor and neither it, its employees, agents nor representatives are employees of CRWD. From any amounts due the CONTRACTOR, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes, which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the CONTRACTOR.

5. Indemnification

The CONTRACTOR shall indemnify, hold harmless and defend the CRWD, its officials, employees and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which CRWD, its officials, employees, and agents may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the CONTRACTOR, its agents or employees, in the execution, performance, or failure to adequately perform the CONTRACTOR'S obligations pursuant to this Agreement.

6. Insurance

The CONTRACTOR shall purchase and maintain such insurance as will protect them from claims which may arise out of, or result from, the operations under this Agreement, whether such operations are by the CONTRACTOR or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable. Certificates of Insurance shall be issued evidencing coverage and provided to CRWD throughout the term of this Agreement.

- a. Commercial General Liability Insurance
 - a.1 \$ 5,000,000 per occurrence
\$ 5,000,000 excess general liability
 - a.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

- a.3 CRWD, City of Roseville, City of St. Paul, City of Falcon Heights, Ramsey County, Roseville Area Schools, and St. Paul Public Schools shall be added to the policy as additional insured on a primary basis with respect to the operations of Contractor, including completed operations, using ISO endorsement form CG 20 10 and CG 20 37 or the equivalent.
- b. Workers' Compensation and Employer's Liability
 - b.1 Workers' Compensation as required by Minnesota Statutes
 - b.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
- c. Automobile Insurance
 - c.1 Coverage shall be provided for hired, non-owned and owned auto.
 - c.2 Minimum limits: \$1,500,000 combined single limit.
- d. Umbrella Liability
 - d.1 CRWD, City of Roseville, City of St. Paul, City of Falcon Heights, Ramsey County, Roseville Area Schools, and St. Paul Public Schools shall be added to the policy as additional insured as required under the Commercial General Liability policy.
 - d.2 The policy will provide excess coverage over the commercial general liability, employer's liability, and automobile liability policies as necessary to meet the required coverage amounts.
- e. The above paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary for compliance with this Agreement.
- f. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with CRWD.
- g. Nothing in this Agreement shall constitute a waiver by CRWD of any statutory or common law immunities, limits, or exceptions on liability.
- h. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

7. Non-Conforming Services

The acceptance by CRWD of any non-conforming services under the terms of this SERVICES AGREEMENT

Agreement or the foregoing by CRWD of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of CRWD's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of CRWD provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

8. Equal Employment Opportunity

The CONTRACTOR agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination because of race, color, creed, religion, national origin, sex, marital status, status regarding public assistance, sexual orientation, disability, or age. When required by law or requested by the CRWD, the Contractor shall furnish a written affirmative action plan.

9. Subcontractor Payment

The CONTRACTOR shall pay any subcontractor within ten days of receipt of payment from CRWD for undisputed services provided by the subcontractor. The CONTRACTOR shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the CONTRACTOR shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the CONTRACTOR must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

10. Data Practices

All data collected, created, received, maintained or disseminated for any purpose during the CONTRACTOR'S performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

11. Compliance with Applicable Law

The CONTRACTOR agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the CONTRACTOR'S performance of the provisions of this Agreement. It shall be the obligation of the CONTRACTOR to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

12. Audit

Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the CONTRACTOR, upon written request, shall make available to the CRWD, the State Auditor or the CRWD's ultimate funding sources, a copy of this agreement and the books, documents, records and accounting procedures and practices of the CONTRACTOR relating to this Agreement.

13. Termination

CRWD can terminate this Agreement with or without cause upon written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall take all actions necessary to discontinue further commitments of funds. The CONTRACTOR shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

14. Prevailing Wage

The CONTRACTOR and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances and legal requirements affecting the work in the County of Ramsey and State of Minnesota. 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.

Throughout the term of this Agreement, the Contractor shall submit certified payroll records within 14 days of the end of a pay period and in accordance Minnesota Statutes §177.43, subd. 3. Contractor shall use the form located at http://www.doli.state.mn.us/LS/Pdf/pw_certified_payroll_form.pdf or one substantially similar.

For purposes of this agreement, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.

15. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

16. Interpretation of Agreement; Venue

This Agreement shall be interpreted and construed per the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

17. Entire Agreement

This Agreement, including **Exhibits A and B**, is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the service identified herein. If there are any inconsistencies between the provisions of this Agreement and **Exhibits A and B**, the provisions of this Agreement shall prevail.

WHEREFORE, this Agreement is duly executed on the last date written below.

**CAPITOL REGION
WATERSHED DISTRICT**

Anna Eleria, Deputy Administrator

Date

CONTRACTOR:

Signature

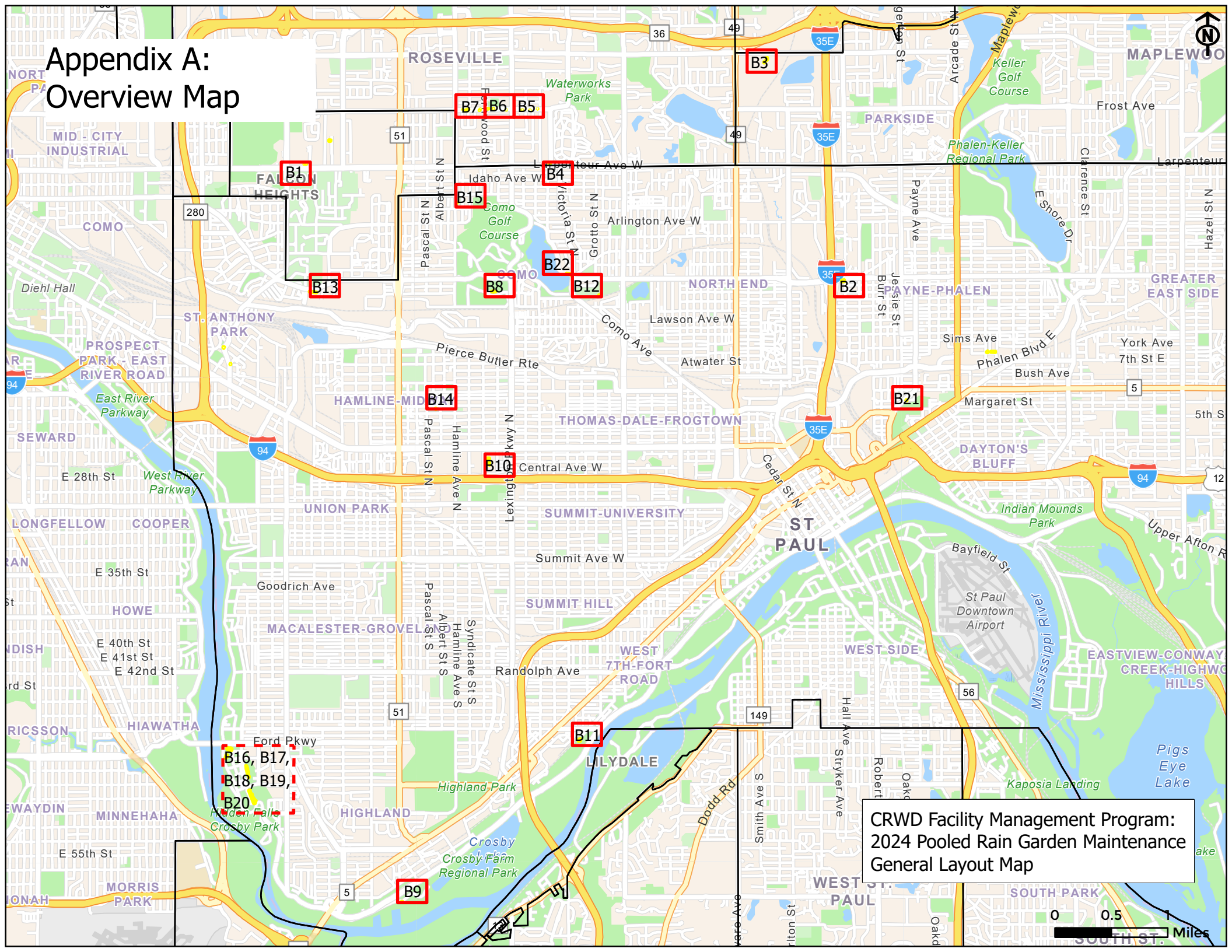
Print Name

Title

Date

Appendix A: General Layout Map

Appendix A: Overview Map



CRWD Facility Management Program:
2024 Pooled Rain Garden Maintenance
General Layout Map

0 0.5 Miles

Appendix B: Plans





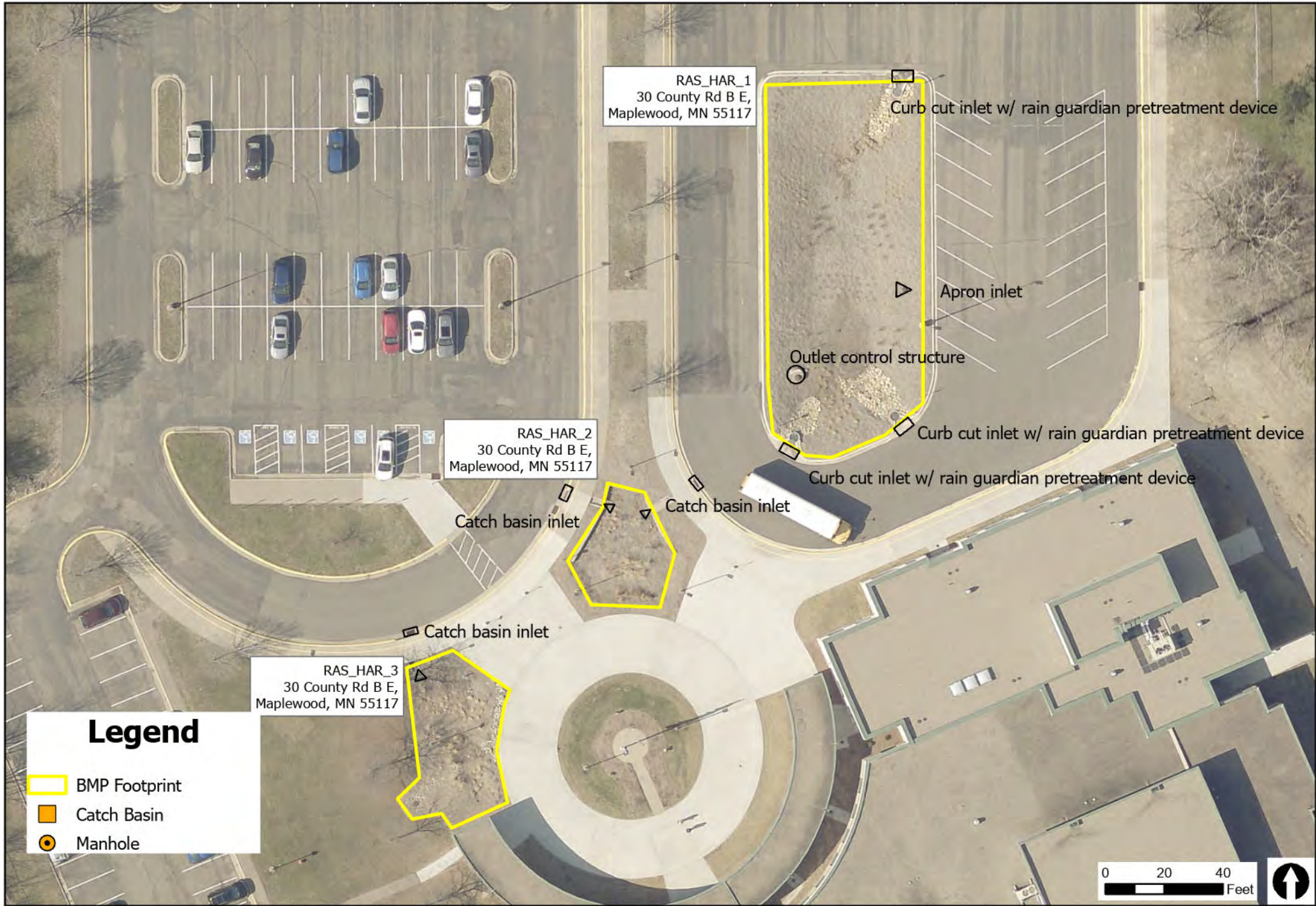
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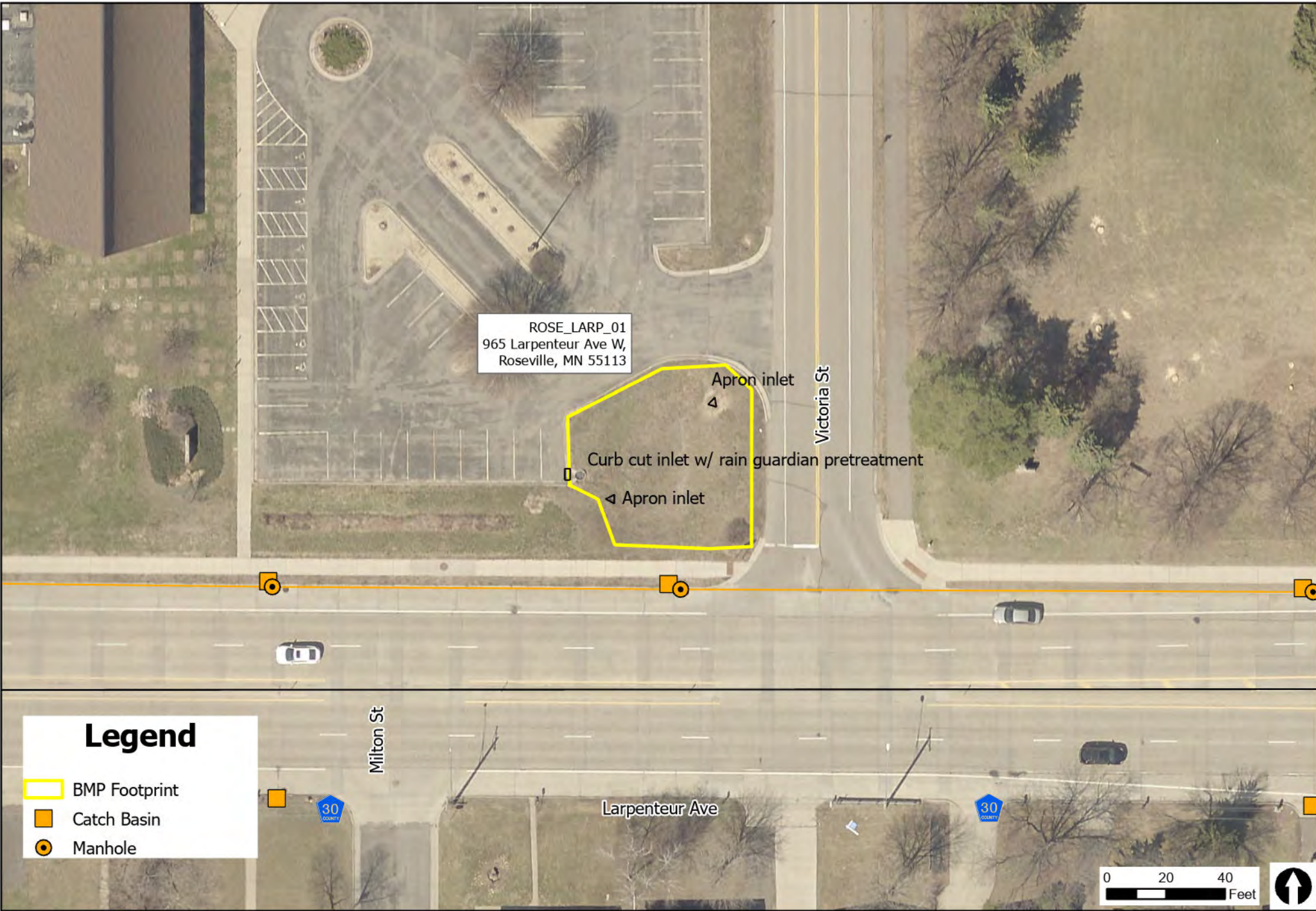
- BMP Footprint
- Catch Basin
- Manhole



BMP Owner: Ramsey County

Project Name: Facility Management Program - 2024 Pooled Rain Garden Maintenance
 Capitol Region Watershed District

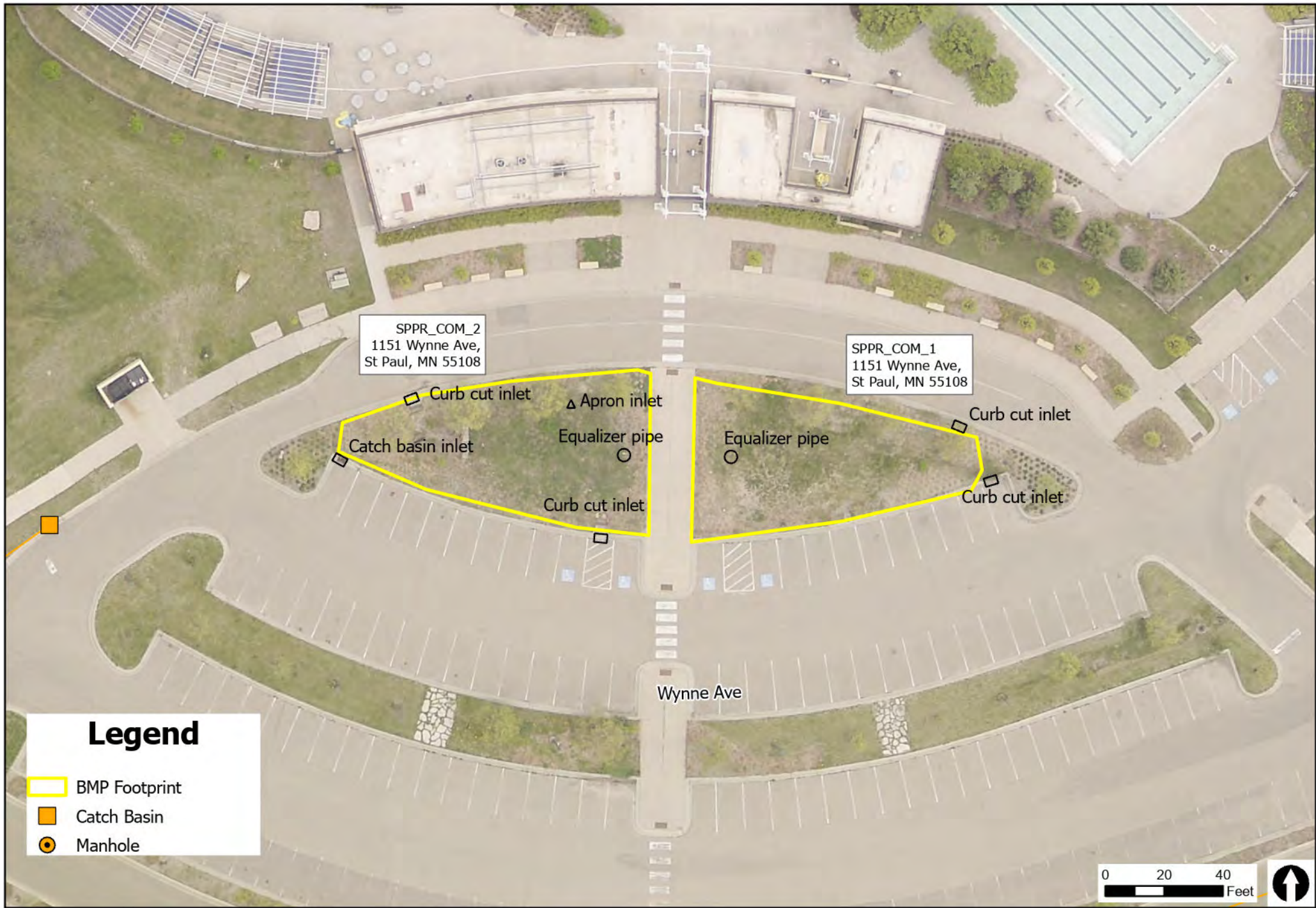












Legend

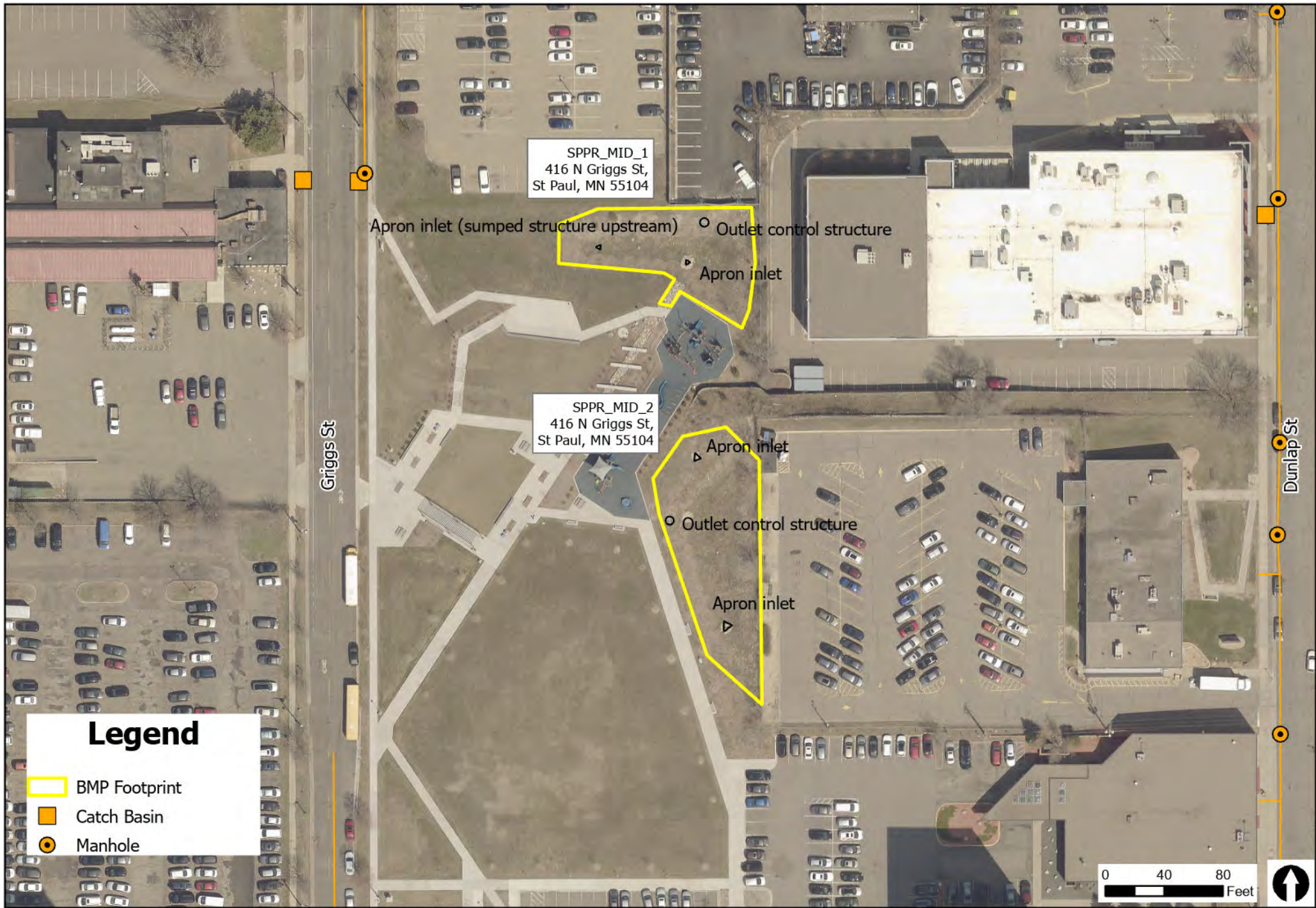
- BMP Footprint
- Catch Basin
- Manhole

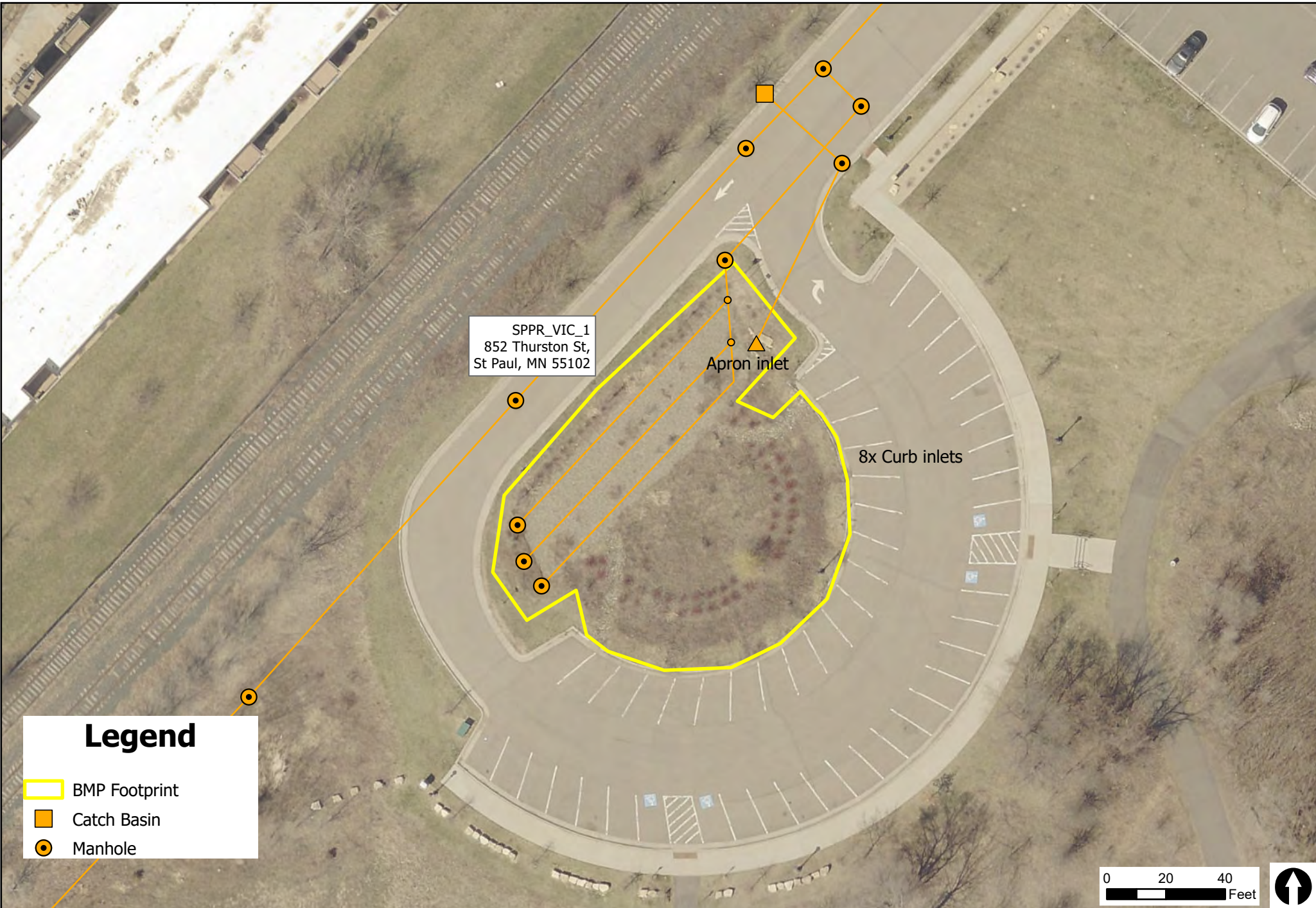


BMP Owner: St. Paul Parks and Recreation

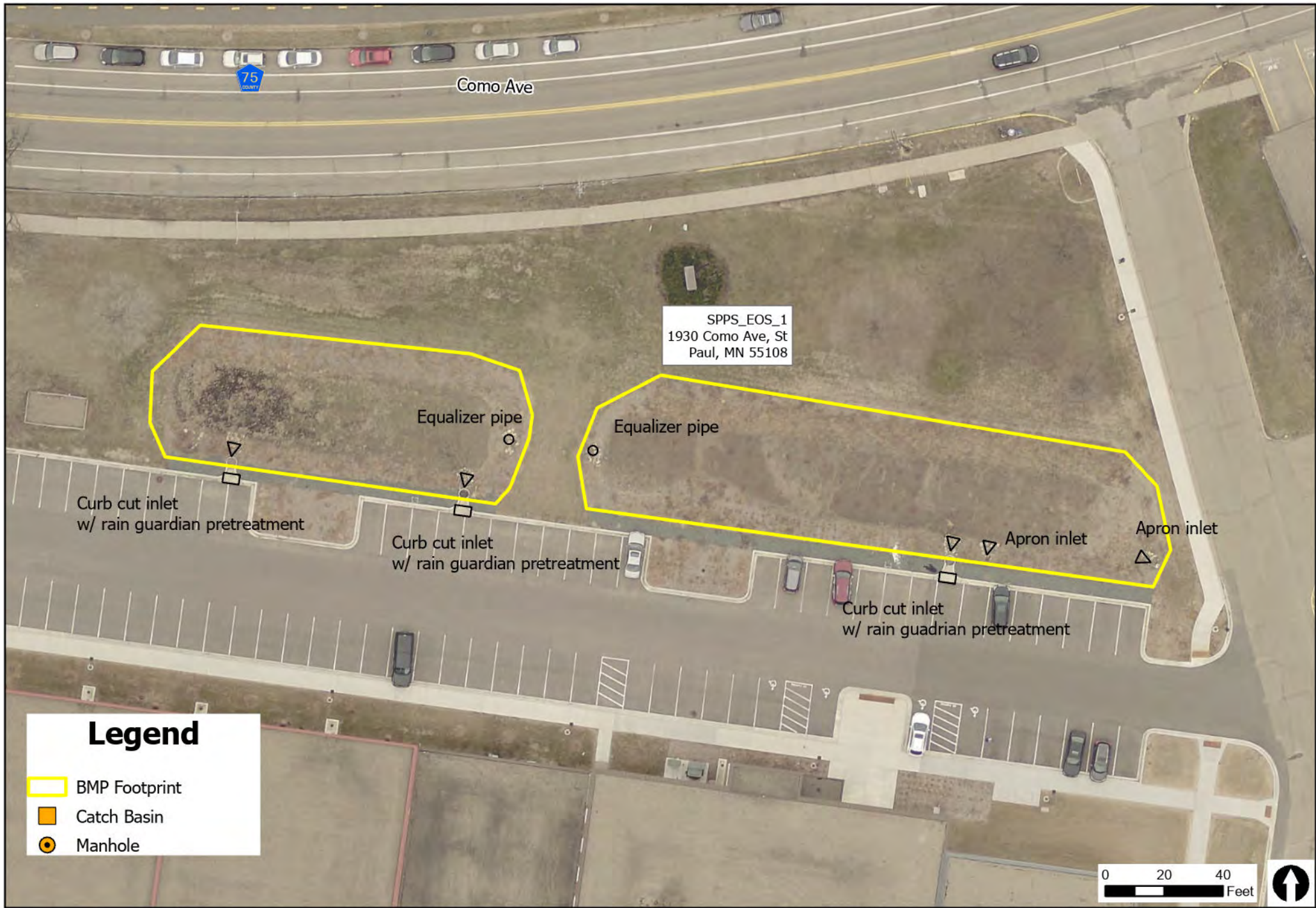
Project Name: Facility Management Program - 2024 Pooled Rain Garden Maintenance
 Capitol Region Watershed District





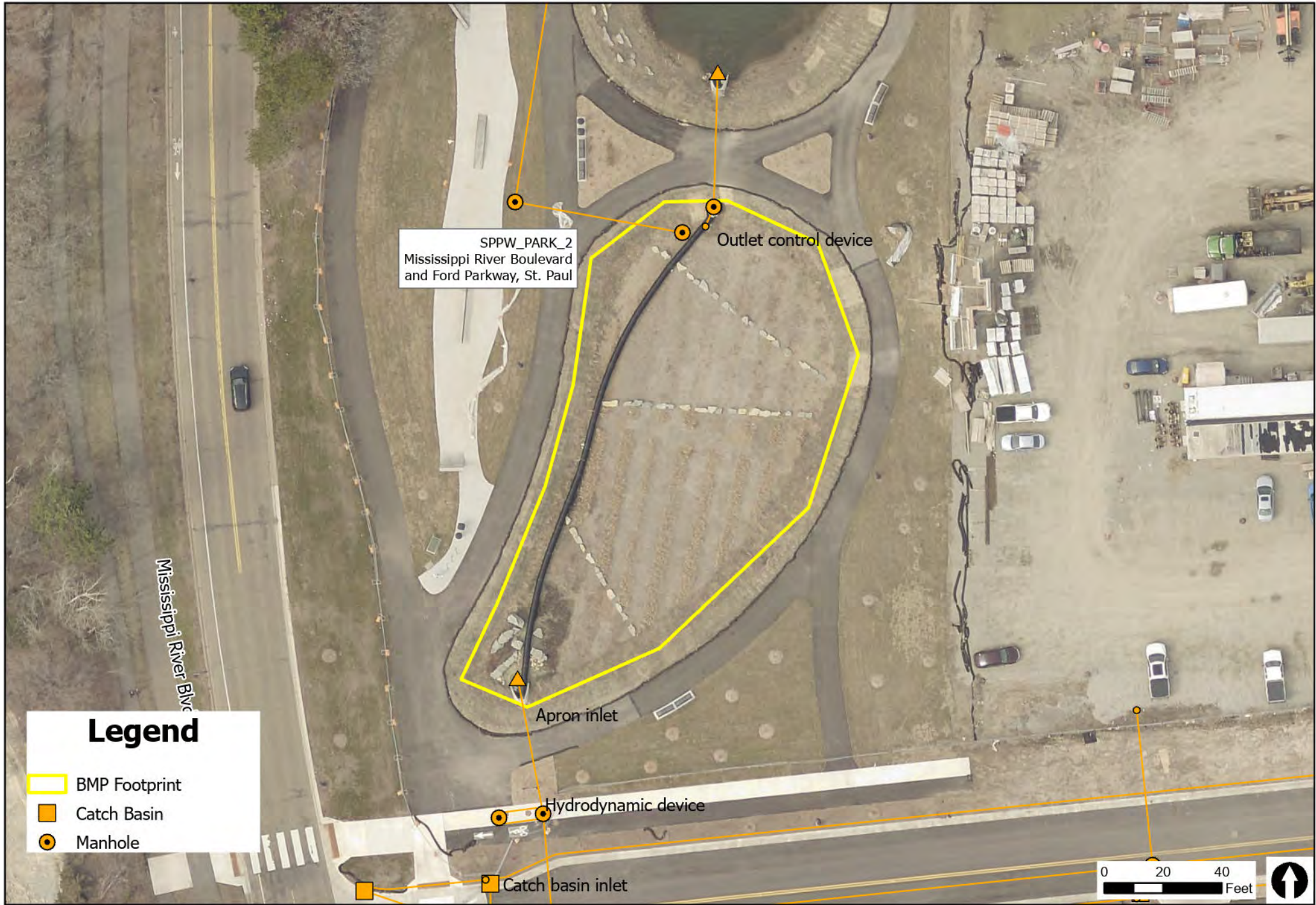


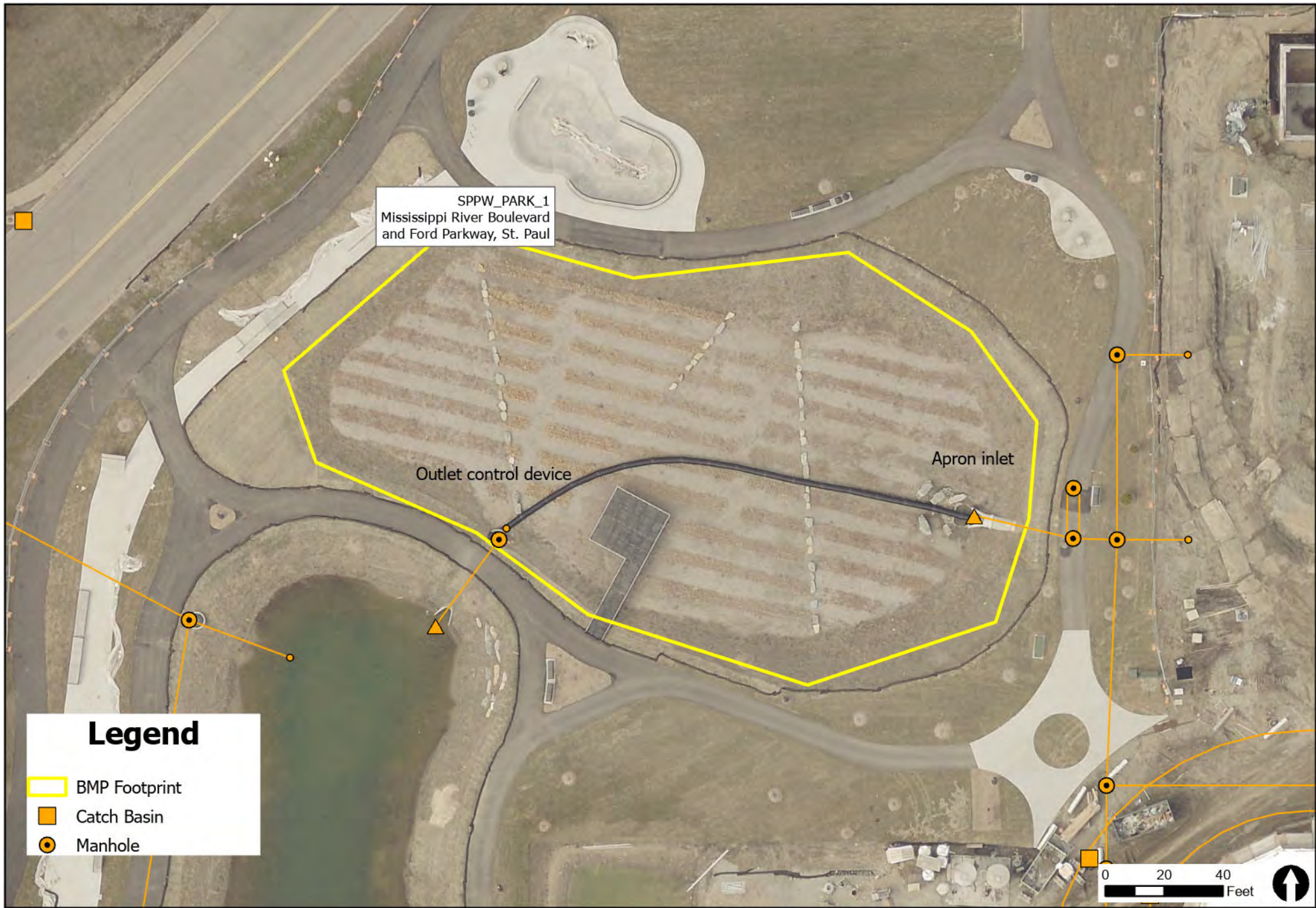


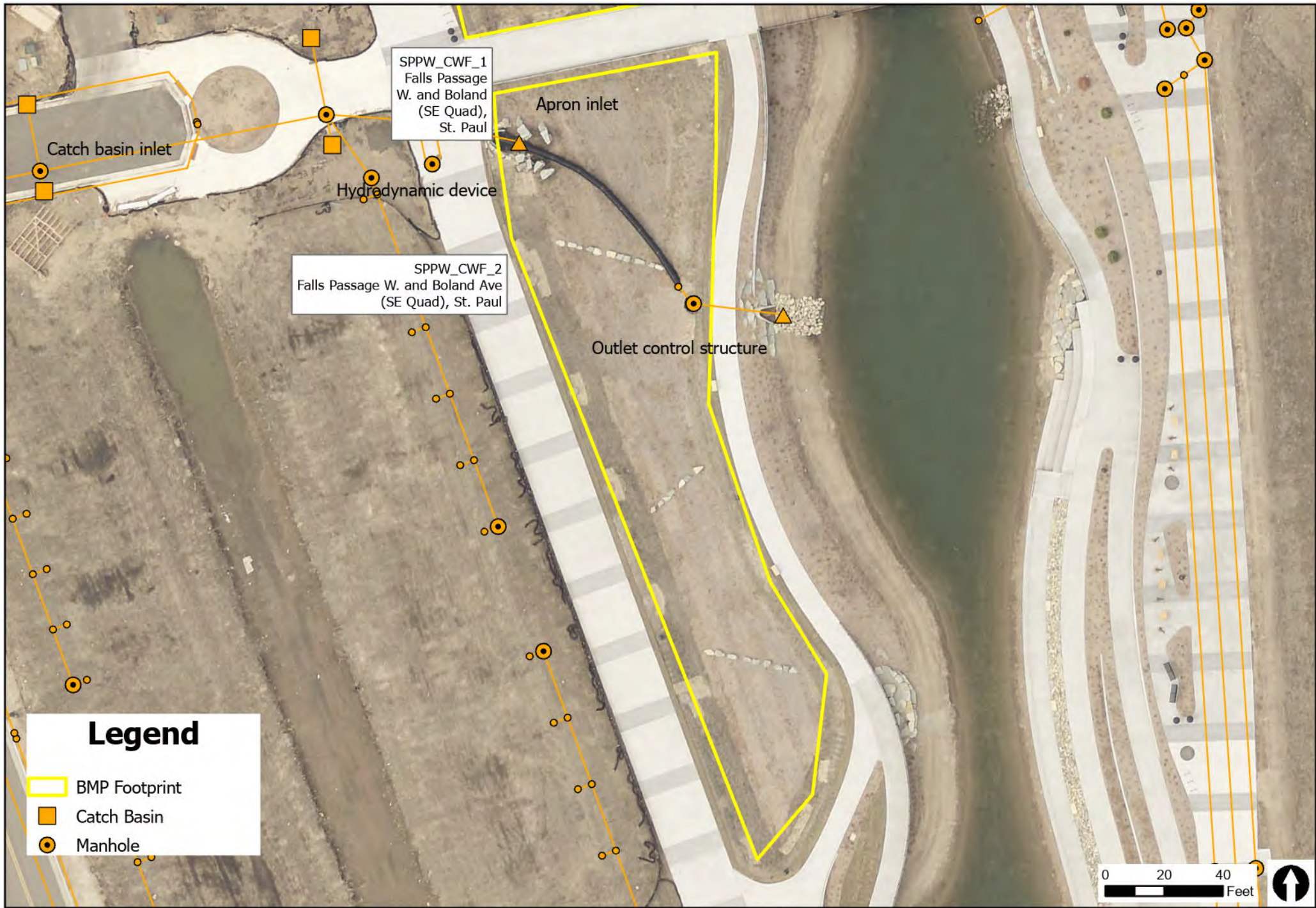


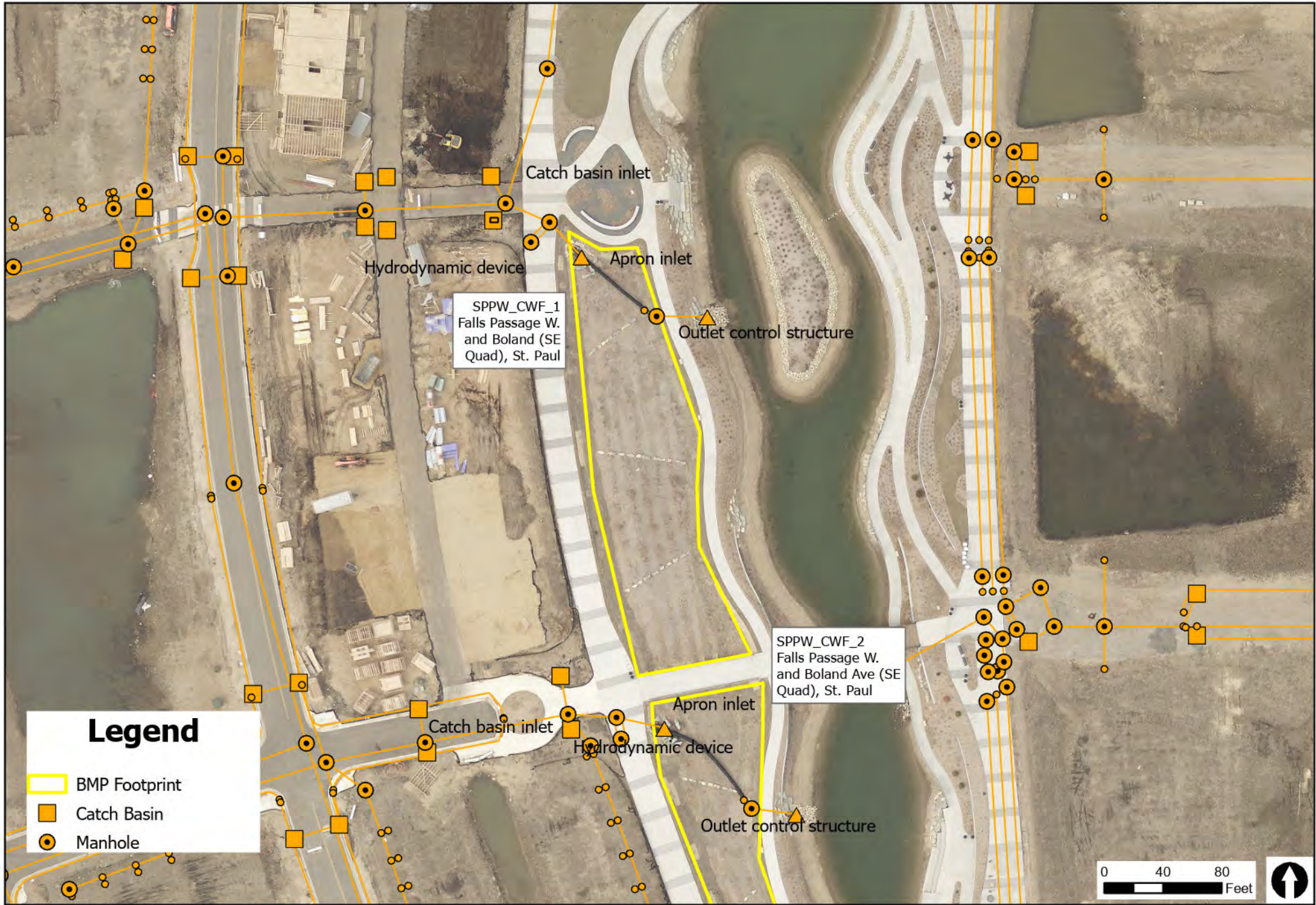


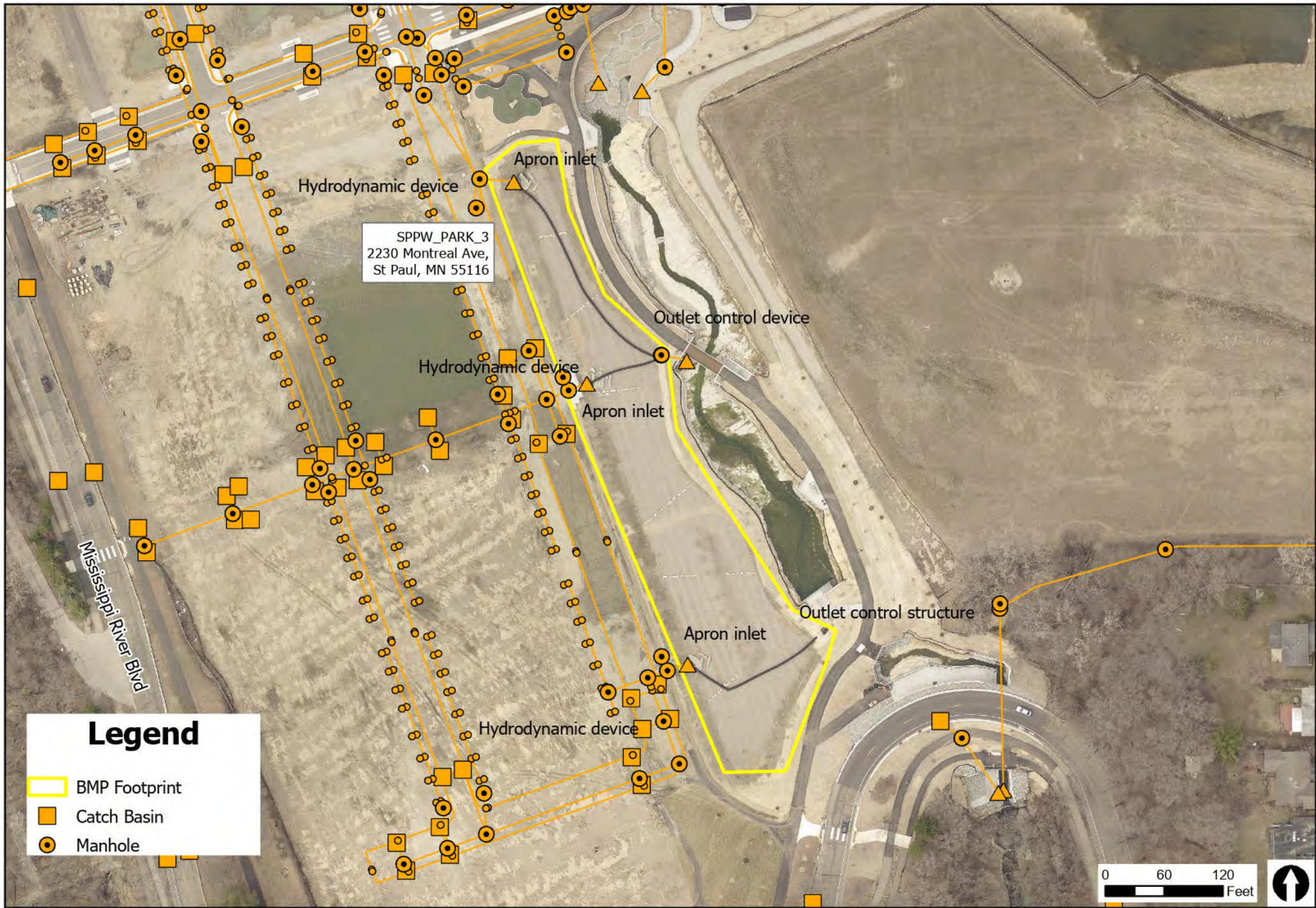


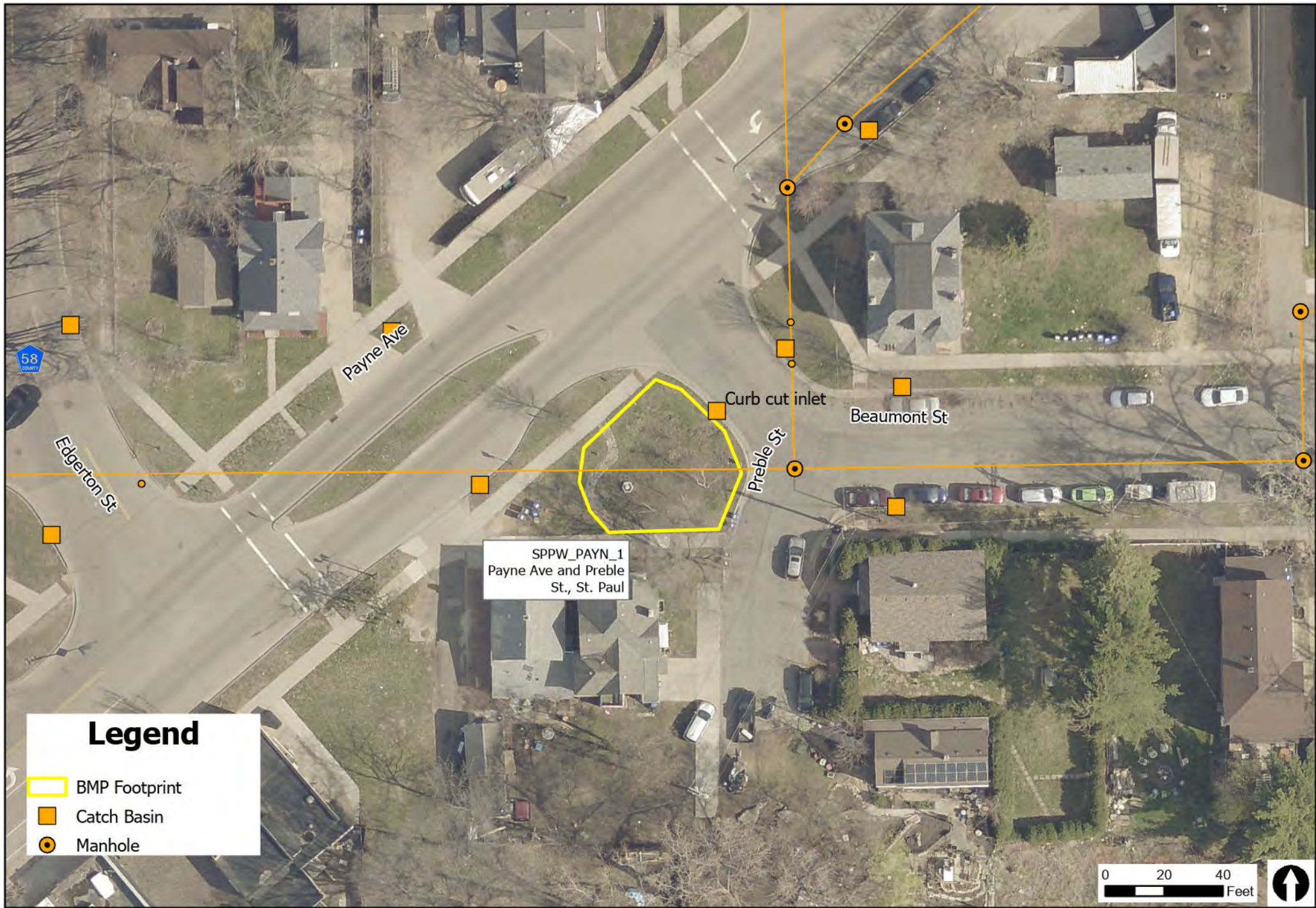












Legend

- BMP Footprint
- Catch Basin
- Manhole

SPPW_PAYN_1
Payne Ave and Preble
St., St. Paul

Curb cut inlet

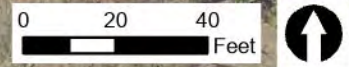
Beaumont St

Payne Ave

Preble St



Edgerton St

58





Legend

-  Catch Basin
-  Manhole



BMP Owner:

Project Name: Facility Management Program - 2024 Pooled Rain Garden Maintenance
 Capitol Region Watershed District