

**AMENDMENT NO. 1**  
**to**  
**AGREEMENT FOR SERVICES**  
**between**  
**THE BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**  
**and**  
**CITY OF OAKDALE, MINNESOTA**

This **AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES** is entered into this 12<sup>th</sup> day of May by and between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, a municipal corporation of the State of Minnesota, d/b/a Saint Paul Regional Water Services (the “Board”), and the **CITY OF OAKDALE**, a municipal corporation of the State of Minnesota (“Oakdale”).

**WITNESSETH:**

**WHEREAS**, the parties did enter into that certain contract dated September 14, 2004 for the Board to perform duly requested construction work within Oakdale (the “Contract”); and

**WHEREAS**, the parties desire at this time to amend the Contract to update the services and responsibilities of each party.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties mutually agree to amend the Contract as follows:

- (1) **Article 3. Section 3.01 Oakdale Responsibilities** is hereby amended as shown below. New language is indicated by underline and deletions are indicated by strikethrough.

**SECTION 3.01 Oakdale Responsibilities**

As a condition precedent to the Board performing the Construction Work, Oakdale agrees it shall accomplish the following tasks:

1. Evaluate and determine the urgency of the problem requiring Construction Work.
2. Operate its main valves to isolate any water main break, assist with leak detection, and flush and restore service to the main after the Board completes any repair. The Board shall not operate any valves or hydrants without Oakdale’s direct supervision.
3. Provide the Board with ~~the appropriate Section, Township and Range designation an~~

address or location for the Board to call Gopher State One-Call for utilities locations.

4. Review and determine the urgency of the repair and provide the Board's Saint Paul Regional Water Service Dispatch Office with specific instructions regarding whether Construction Work should be commenced immediately (with possible overtime) or whether the Construction Work may be, or should be, commenced and performed during regular work hours. In the event that Oakdale fails to properly notify the Board of the determined urgency of the problem, the Board may, at its sole option, deny the request for Construction Work.
5. Notify affected property owners of necessary repairs and shut down.
6. Salt and sand street surfaces when and where it is necessary to safeguard vehicular and pedestrian traffic due to a main or service break or due to water pumped from the excavation area of a main or service break.
7. Provide a site for disposal of spoil material from the main or service excavation. ~~In most instances, Oakdale shall furnish all backfill material and shall provide a front end loader and operator to load sand into a Board's tandem truck. In cases where the~~ When the Board provides backfill material, Oakdale agrees to compensate the Board.
8. Provide material for, install and maintain all necessary permanent street, sidewalk or boulevard repairs. Oakdale shall also provide the material necessary to make any temporary repair to streets, boulevards and sidewalks. Oakdale shall maintain any temporary sidewalk or boulevard repair made by the Board.
9. Provide and locate flashers to adequately mark the Construction Work zone.
10. Obtain all necessary permits related to performing the Construction Work.

- (2) **Article 4. Section 4.01 Board Responsibilities** is hereby amended as shown below. New language is indicated by underline and deletions are indicated by strikethrough.

The Board agrees to perform duly requested Construction Work in accordance with good industry practices and consistent with its own proven methods. The Board agrees to:

1. Report to the work site on a schedule mutually agreeable to Oakdale and the Board. When responding to an emergency request, the Board will notify Oakdale if the Board has sufficient available forces to perform the emergency repair ~~reporting to the work site shall be~~ within four (4) hours of initial notification.
2. Arrange for all street barricades and traffic control devices needed to perform the repair and direct traffic, except for flashers as described in SECTION 3.01.9.
3. Contact Gopher State One-Call.

4. Pinpoint the leak with its Leak Detection equipment and personnel.
5. Furnish all labor, equipment and material required to excavate safely around any and all located utilities, comply with applicable OSHA regulations, and repair the public water main or public water service break and compact the sand backfill material to a level acceptable to Oakdale.
6. Furnish a tandem truck and operator to haul all excavated material to the Oakdale disposal site and to haul backfill materials to the repair site.
7. ~~Place all materials necessary for temporary repairs to street, boulevards and sidewalks.~~

- (3) **Article 5. Section 5.01. Consideration** is hereby amended as shown below. New language is indicated by underline and deletions are indicated by strikethrough.

In consideration of the Board's performance of Construction Work, Oakdale shall compensate the Board for any and all labor, materials, equipment, overhead and miscellaneous expenses and charges associated with the Board's performance of same. Labor charges shall be at the rates specified in the appropriate bargaining unit contract with the City of Saint Paul, plus fringe benefits calculated by the City of Saint Paul. Charges for materials, equipment and miscellaneous charges shall be at rates calculated by the Board.

Upon written request from Oakdale ~~On October 1 of each year,~~ the Board shall provide Oakdale an estimate of the expected percentage change in labor, material, miscellaneous, overhead and equipment rates for the next year, and shall provide Oakdale the actual rates as soon as they become available.

- (4) The provisions of this amendment shall take effect May 13, 2020.
- (5) Except as modified herein, the terms of the Contract shall remain in full force and effect.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to Agreement for Services to be executed as of the day and year first above written.

Approved as to form:

**BOARD OF WATER COMMISSIONERS  
OF THE CITY OF SAINT PAUL**

By: \_\_\_\_\_  
Stephen P. Schneider, General Manager  
Saint Paul Regional Water Services

By: \_\_\_\_\_  
Matt Anfang, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa Veith, Senior Assistant City  
Attorney

By: \_\_\_\_\_  
Mollie Gagnelius, Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John McCarthy, Interim Director  
Office of Financial Services

Date: \_\_\_\_\_

**CITY OF OAKDALE**

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Paul Reinke, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bart Fischer, City Administrator

Date: \_\_\_\_\_