

AMENDMENT NO. 1
to
AGREEMENT FOR SERVICES
between
WHITE BEAR TOWNSHIP
and
BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

This **AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES** is entered into this 12th 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 **WHITE BEAR TOWNSHIP**, a municipal corporation of the State of Minnesota (“White Bear Township”).

WITNESSETH:

WHEREAS, the parties did enter into that certain contract dated March 22, 2005 for the Board to perform duly requested public water main and public water service repair within White Bear Township (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 White Bear Township Responsibilities** is hereby amended as shown below. New language is indicated by underline and deletions are indicated by strikethrough.

SECTION 3.01 White Bear Township Responsibilities

As a condition precedent to the Board performing the Construction Work, White Bear Township 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 White Bear Township'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 White Bear Township 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, White Bear Township 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~~ When the Board provides backfill material, White Bear Township agrees to compensate the Board.
8. Provide materials, installation and maintenance of all necessary permanent street, sidewalk or boulevard repairs. White Bear Township shall also provide materials necessary to make any temporary repair to streets, boulevards and sidewalks. White Bear Township 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.

The parties expect to revise the above tasks from time to time during the life of this Agreement. Such revisions shall be authorized by written approval of Saint Paul Regional Water Services General Manager and White Bear Township Town Clerk, or their designated representatives. Such approval shall be in the form of executed revisions to SECTION 3.01 of this Agreement.

- (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 White Bear Township and the Board. When responding to an emergency request, the Board will notify White Bear Township 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. 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 White Bear Township.
5. Furnish a tandem truck and operator to haul all excavated material to White Bear Township disposal site and to haul backfill materials to the repair site.

The parties expect to revise the above tasks from time to time during the life of this Agreement. Such revisions shall be authorized by written approval of Saint Paul Regional Water Services General Manager and White Bear Township Town Clerk, or their designated representatives. Such approval shall be in the form of executed revisions to SECTION 4.01 of this Agreement.

- (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, White Bear Township 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 White Bear Township~~On October 1 of each~~, the Board shall

provide White Bear Township an estimate of the expected percentage change in labor, material, miscellaneous, overhead and equipment rates for the next year, and shall provide White Bear Township 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: _____

WHITE BEAR TOWNSHIP

By: _____
City Attorney

By: _____
Ed Prudhon, Town Board Chair

Date: _____

Date: _____

By: _____
Patrick Christopherson, Town Clerk

Date: _____