

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

This **AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES** entered into this 9th day of June, 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 NEWPORT, MINNESOTA**, a municipal corporation of the State of Minnesota (“Newport”).

WITNESSETH:

WHEREAS, the parties did enter into that certain contract dated November 12, 2013 for the Board to perform duly requested public water main and public water service repair within Newport (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 Newport Responsibilities** is hereby amended as shown below. New language is indicated by underline and deletions are indicated by strikethrough.

SECTION 3.01 Newport Responsibilities

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

1. Evaluate and determine the urgency of the problem requiring Construction Work.
2. Locate leaks using its equipment and personnel.
3. Operate its main valves to isolate any water main break and flush and restore service to the main after the Board completes any repair. The Board shall not operate any valves

or hydrants without Newport's direct supervision.

4. Provide the Board with an address or location~~the appropriate Section, Township and Range designation~~ for the Board to call Gopher State One-Call for utilities locations.
5. 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 Newport 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.
6. Notify affected property owners of necessary repairs and unavailability of water service.
7. 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.
8. Provide a site for disposal of spoil material from the main or service excavation.~~In most instances, Newport 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 t~~
When the Board provides backfill material, Newport agrees to compensate the Board.
9. Provide material for, install and maintain all necessary permanent street, sidewalk or boulevard repairs. Newport shall also provide the material necessary to make any temporary repair to streets, boulevards and sidewalks. Newport shall maintain any temporary sidewalk or boulevard repair made by the Board.
10. Provide additional trucks and drivers as needed.
11. 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 Newport City Administrator, 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 Newport and the Board.

When responding to an emergency request, the Board will notify Newport 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. Provide all street barricades and traffic control devices needed to mark the Construction Work, perform the repair and direct traffic.
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 Newport, ~~except for those piping materials described in SECTION 3.01.11 of this Agreement.~~
5. Furnish a dump truck and operator to haul all excavated material to Newport 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 Newport City Administrator, 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, Newport 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 Newport, the Board shall provide Newport an estimate of the expected percentage change in labor, material, miscellaneous, overhead and equipment rates for the next year, and shall provide Newport the actual rates as soon as they become available.

- (4) The provisions of this amendment shall take effect December 31, 2019.

- (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 NEWPORT

By: _____
Fritz Knaak, City Attorney

By: _____
Dan Lund, Mayor

Date: _____

Date: _____

By: _____
Deb Hill, City Administrator

Date: _____