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# **Le Sueur County, MN**

**Tuesday, May 17, 2016**

**Board Meeting**

## **Item 6**

**10:45 a.m. Kathy Brockway, Environmental & PZ Director (20 min)**

*FRST -Professional Contract*

Staff Contact: Kathy Brockway - Environmental and P & Z Director



Mailing Address: 88 South Park Ave, Le Center MN 56057  
Physical Address: 515 South Maple Ave, Le Center MN 56057  
(507) 357-8538

An increase in the rate of growth in Le Sueur County has resulted in development around many of the County's cities and lakeshore areas. With development comes the need for proactive management of new SSTS and compliance of existing systems. Identifying wastewater treatment as a priority in the draft water plan is considered a vital component for supporting existing state and local requirements, as well as to focus attention on strengthening and improving the SSTS program.

As development progresses, some of the small, seasonal cabins have been enlarged and converted to large, year round homes. With small lake lot sizes, sewage treatment options include advanced treatment systems, cluster systems, holding tanks, and piping waste to municipality wastewater treatment plants. It has been requested of the County to investigate and address the compliance status in and around county lake communities.

German-Jefferson Subordinate Service District completed a Septic Inventory Project. As a result of the inventory, all systems within the District must be in compliance by December 31, 2017 and remain in continuous compliance.

In 2014, Le Sueur County submitted a Clean Water Fund Application in order to do a septic inventory on lakes Francis, Rays, Sakatah, and Tetonka (FRST). The County was awarded \$332,800.00 from the Board of Water and Soil Resources for the inventory. The grant was executed on May 6, 2015 and will end on December 31, 2018; therefore, it is necessary to start the inventory process.

This will be a voluntary inventory as the County Ordinance is not set up for mandatory inspections. Per the newly submitted revised County Water Plan, FRST was listed as the next priority after the German-Jefferson inventory. The inventory will be a tool to determine a path to bringing systems within Le Sueur County into compliance.

The county created an interim ordinance that gave five years to update systems (imminent health threats had to be addressed within 10 months). This is to give the residents time to find solutions, funding etc. in order to bring their systems into compliance.

In the past, Le Sueur County contracted with Wenck Associates to complete the project for the German-Jefferson Sewer District; therefore, we are recommending that Le Sueur County again enter into a contract with Wenck Associates to perform the services as outlined in the attached Professional Services Subcontract Agreement.

# WENCK PROFESSIONAL SERVICES SUBCONTRACT

## April 29, 2016

The **AGREEMENT**, Made and entered into May \_\_\_\_\_, 2016, between Le Sueur County hereinafter called the "**PROJECT SPONSOR**" and Wenck Associates, Inc. called the "**SUBCONTRACTOR**". For the purposes of this contract, the County's official designee shall be considered the County's project officer.

**WITNESS:** That in consideration of mutual covenants herein contained, the **PROJECT SPONSOR** agrees to employ the **SUBCONTRACTOR** to perform the services hereinafter outlined in connection with providing technical assistance and project coordination with the Francis, Rays, Sakatah, Tetonka Lakes Septic Inventory and Upgrade Project. The **PROJECT SPONSOR**, through the Board of Water and Soil Resources (BWSR) Accelerated Implementation Grant for the Francis, Rays, Sakatah, Tetonka Lakes Septic Inventory and Upgrade Project, agrees to pay the **SUBCONTRACTOR** for such services according to the Work Plan and Budget contained in Exhibit A. The items described in Exhibit A were derived from the BWSR Grant All-Detail Report in Exhibit B. This contract would provide for services between May \_\_\_\_\_, 2016 and December 31, 2017

Further, the **SUBCONTRACTOR** agrees that the **SUBCONTRACTOR** shall provide the technical assistance and project coordination according to Exhibit A.

### I. SCOPE OF SERVICES

The period of this contract shall be from May \_\_\_\_\_, 2016 to December 31, 2017. Over the Contract Period the services that the **SUBCONTRACTOR** agrees to perform are as follows and as documented in Exhibit A;

1. Grant Activity 003: Conduct ISTS Compliance Inspections on up to 400 Properties
2. Grant Activity 005: Provide Septic Information and Education
3. Grant Activity: Inventory Project Management

### II COMPENSATION

For the services covered by the contract, the **PROJECT SPONSOR** agrees to pay the **SUBCONTRACTOR** an amount not to exceed \$310,300 as described in Exhibits A and B. **SUBCONTRACTOR** to submit requests for reimbursements of services rendered via invoices and satisfactory completion of work tasks monthly. The **PROJECT SPONSOR** will withhold 10% of the contract amount dependent upon the presenting the deliverables listed in Exhibit A, to the **PROJECT SPONSOR**.

### III. IDEMNIFICATION AND HOLD HARMLESS

The **SUBCONTRACTOR** shall defend, indemnify and hold harmless the **PROJECT SPONSOR** against any and all claims, losses, liability, suits, judgments, costs and expenses, including reasonable attorney's fees, that arise or against **SUBCONTRACTOR**, its agents, servants, or employees to the proximate extent of any failure to perform **SUBCONTRACTOR**'s obligations under this agreement, negligent act, error or

omission on the part of the **SUBCONTRACTOR** or anyone for whom **SUBCONTRACTOR** is legally liable, while engaged in the performance of the Agreement. This agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota States Statutes, Section 466.04.

#### **IV. STANDARD OF CARE**

In performance of the services under this agreement, **SUBCONTRACTOR** will exercise the same care, skill and judgement, ordinarily used by similar professionals working under similar circumstances.

#### **V. PROOF OF INSURANCE**

The **SUBCONTRACTOR** shall obtain liability, property and auto insurance as it deems necessary and may obtain other insurance it deems necessary to indemnify the **PROJECT SPONSOR** for actions of the **SUBCONTRACTOR** arising out of this Agreement. The **SUBCONTRACTOR** agrees that at all times during the term of this Agreement, have and keep in force liability insurance at an amount required by MS 466.04, subdivision 1.

- A. A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than \$1,500,000 for total bodily injuries, death, personal injuries or property damage arising from one occurrence with an annual aggregate limit of not less than \$1,500,000.
- B. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, in an amount not less than \$1,500,000 per accident for property damage, \$1,500,000 for bodily injury and/or damages to any one person, and \$1,500,000 for total bodily injuries and/or damages arising from any one accident.
- C. Any policy obtained and maintained under this clause shall provide that it shall not be canceled or not renewed without thirty (30) days prior notice thereof to the **PROJECT SPONSOR**.

#### **VI. PROJECT CHANGE REQUESTS**

Communication of project change requests will begin between the **SUBCONTRACTOR** and the **PROJECT SPONSOR**. Formal project change requests by the **SUBCONTRACTOR** shall be in writing by the **SUBCONTRACTOR** to the **PROJECT SPONSOR**. Project change requests by the **PROJECT SPONSOR** shall be in writing to the **SUBCONTRACTOR**. All changes to the project are to be approved by the **PROJECT SPONSOR** and are to follow the Clean Water Funding Guidelines.

#### **VII. NON DISCRIMINATION IN EMPLOYMENT**

During the performance of this Subcontract, the **SUBCONTRACTOR** shall not, because of age, sexual preference, political affiliation, race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance or disability, discriminated against any person with respect to hire, tenure, compensation, terms of employment, upgrading of employment, facilities, privileges or conditions of employment; refuse to hire persons seeking employment; or discharge an employee.

#### **VIII. NON DISCRIMINATION IN AVAILABILITY & USE OF FACILITIES**

During the performance of this Subcontract, the **SUBCONTRACTOR** shall not exclude any person from participating in, deny them the benefits of, or discriminate against them on the basis of race, color, creed, religion, national origin, sex, marital status, age, sexual preference, political affiliation, or status with regard to public assistance or disability.

#### **IX. OWNERSHIP OF DOCUMENTS**

Any reports, studies, photographs, negatives, graphs, audio or video tapes, computer software or any other documents or materials prepared by or for the **SUBCONTRACTOR** in the performance of its obligations under this Subcontract shall be the exclusive property of the **PROJECT SPONSOR** and all such products shall be remitted to the **PROJECT SPONSOR** upon completion, termination or cancellation of this Subcontract.

#### **X. TERM**

This Agreement shall commence upon approval of each Party and signature of the official with authority to bind the entity listed above.

#### **XI. TERMINATION**

Termination with just reason must be by written or fax notice to the **PROJECT SPONSOR**. The **PROJECT SPONSOR** will notify the **SUBCONTRACTOR** in writing if termination for insufficient performance and/or lack of fiscal integrity occurs. The State and the **PROJECT SPONSOR** are not obligated to pay for any services that are provided after the notice and effective date of termination.

Termination for Insufficient Funding: If the State terminates this grant or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. The **PROJECT SPONSOR** will notify the **SUBCONTRACTOR** in writing if termination for insufficient funding occurs. The State and **PROJECT SPONSOR** are not obligated to pay for any services that are provided after notice and effective date of termination.

**IN WITNESS WHEREOF**, the parties hereto have made and executed the Subcontract as of the date and year first above written, intending to be bound thereby.

**LE SUEUR COUNTY (PROJECT SPONSOR)**

Darrell Pettis  
Name

Le Sueur County Administrator  
Title

Signature

Date

**WENCK ASSOCIATES, INC**

Peter Miller  
Name

Executive Vice President, Wenck Associates, Inc.  
Title

Signature

Date

**Exhibit A: Work Plan and Budget**  
**Francis, Rays, Sakatah, Tetonka Lakes Septic Inventory and Upgrade Project**  
**Wenck Associates, Inc.**

**1. Grant Activity 003: Conduct Compliance Inspections**

- Conduct Compliance Inspections
- Submit Compliance Inspection Paperwork to the County
- Complete GIS Layer of the Septic Inventory Data
- Digitize Septic Information
- Submit GIS Layer to County

**Grant Activity 003 Budget: \$280,000**

**2. Grant Activity 005: Provide Septic Information and Education**

- Conduct One (2) Project Introduction Meetings
- Conduct Two (2) Informational Meetings
- Create Website for the Inventory Project
- Inform Lake Associations of the Project and Annual Updates

**Grant Activity 005 Budget: \$7,800**

**3. Inventory Project Management**

- Pre-site Evaluation and Coordination
- Procurement and Coordination of Licensed Maintainers and Tank Pumping
- Coordination of Homeowner Permission forms (if needed) and Inspection Scheduling
- Interim, Draft, and Final Reports
- Project Management
- Administration

**Grant Activity Inventory Project Management Budget: \$22,500**

## Exhibit B: BWSR Accelerated Implementation Grant All-Detail Report

DRAFT





# Grant All-Detail Report Accelerated Implementation Grant 2015

Grant Title - Francis Rays Sakatah Tetonka Lakes Septic Inventory

Grant ID - C15-5164

Organization - Le Sueur County

Grant Awarded Amount	\$332,800.00	Grant Execution Date	5/6/2015
Required Match Amount	\$83,200.00	Grant End Date	12/31/2018
Required Match %	25%	Grant Day To Day Contact	Lauren Klement

## Budget Summary

	Budgeted	Spent	Balance Remaining
Total Grant Amount	\$332,800.00	\$0.00	\$332,800.00
Total Match Amount	\$164,000.00	\$0.00	\$164,000.00
Total Other Funds	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$496,800.00</b>		<b>\$496,800.00</b>

\*Grant balance remaining is the difference between the Awarded Amount and the Spent Amount. Other values compare budgeted and spent amounts.

## Budget Details

Activity Name	Activity Category	Source Type	Source Description	Budgeted	Spent	Last Transaction Date	Matching Fund
001 Administer the FSTL project	Administration /Coordination	Current State Grant		\$22,500.00			N
001 Administer the FSTL project	Administration /Coordination	Local Fund		\$2,000.00			Y
003 Conduct up to 400 compliance inspections	Inventory/Mapping	Current State Grant	Francis Rays Sakatah Tetonka Lakes Septic Inventory	\$280,000.00			N

Report created on: 7/15/15

Activity Name	Activity Category	Source Type	Source Description	Budgeted	Spent	Last Transaction Date	Matching Fund
005 Provide septic information and education	Education/Information	Current State Grant	Francis Rays Sakatah Tetonka Lakes Septic Inventory	\$7,800.00			N
005 Provide septic information and education	Education/Information	Local Fund		\$12,000.00			Y
Project Management Inventory	Inventory/Mapping	Current State Grant	Francis Rays Sakatah Tetonka Lakes Septic Inventory	\$22,500.00			N
Septic Upgrades	Subsurface Sewage Treatment Systems	Local Fund	InKind Services	\$75,000.00			Y
Upgrade IPHT Systems	Subsurface Sewage Treatment Systems	Local Fund	In Kind Services	\$75,000.00			Y

#### Activity Details Summary

Activity Details	Total Action Count	Total Activity Mapped	Proposed Size / Unit	Actual Size / Unit
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#### Proposed Activity Indicators

Activity Name	Indicator Name	Value & Units	Waterbody	Calculation Tool	Comments
001 Administer the FSTL project	BOD 5	121000 LBS/YR	Francis, Rays, Tetonka, Sakatah	Septic System Improvement Estimator (SSIE)	
001 Administer the FSTL project	Total Suspended Solids (TSS)	66800 Mg/L	Francis, Rays, Tetonka, Sakatah	Septic System Improvement Estimator (SSIE)	
001 Administer the FSTL project	PHOSPHORUS (EST. REDUCTION)	3800 LBS/YR	Francis, Rays, Tetonka, Sakatah	Septic System Improvement Estimator (SSIE)	

Report created on: 7/15/15

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Activity Name	Indicator Name	Value & Units	Waterbody	Calculation Tool	Comments
001 Administer the FSTL project	NITROGEN	16800 LBS/VR	Francis, Rays, Tetonka, Sakatah	Septic System Improvement Estimator (SSIE)	
001 Administer the FSTL project	PATHOGENS (E. COLI)	2752 CFU	Francis, Rays, Tetonka, Sakatah	Septic System Improvement Estimator (SSIE)	

### Final Indicators Summary

Indicator Name	Total Value	Unit
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### Grant Activity

#### Grant Activity - 001 Administer the FSTL project

Description	<ol style="list-style-type: none"> <li>1. County Board work session.</li> <li>2. Public Meeting.</li> <li>3. Resolution for the establishment of interim technical and administrative standards.</li> <li>4. Complete Grant Agreement paperwork.</li> <li>5. Complete the required work plan.</li> <li>6. Complete the hiring process for a consultant.</li> <li>7. Create contract.</li> <li>8. Scan septic files into the external hard drive.</li> <li>9. Submit required reports.</li> <li>10. Prepare and submit claims for payment.</li> <li>11. Update database as inspections are completed.</li> <li>12. Conduct IPHT and non-conforming enforcement paperwork and mailings.</li> </ol>
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Category ADMINISTRATION/COORDINATION

Start Date	End Date
Has Rates and Hours?	
Actual Results	

Report created on: 7/15/15

**Grant Activity - 003 Conduct up to 400 compliance inspections**

1. Conduct compliance inspections.
2. Send Compliance inspection paperwork to the County.
3. Complete GIS layer of the septic inventory data.
4. Digitize septic information.
5. Submit GIS layer to the County.

(Consultant)

INVENTORY/MAPPING

No

End Date

**Grant Activity - 005 Provide septic information and education**

1. Create a website for the inventory project.
2. Conduct two project introduction meetings.
3. Send document to non-complying septic system homeowners with financial assistance information.
4. Inform the lake associations of the project and annual updates.
5. Conduct four informational meetings.
6. Conduct two septic maintenance workshops.

(County/Consultant)

EDUCATION/INFORMATION

Yes

End Date

**Grant Activity - Project Management Inventory**

1. Pre-site evaluation and coordination.
2. Procurement and coordination of Licensed Maintainers and tank pumping.
3. Coordination of homeowner permission forms and inspection scheduling.
4. Interim, Draft and Final reports .
5. Project Management.
6. Administration.

(Consultant)

INVENTORY/MAPPING

No

End Date

**Grant Activity - Septic Upgrades**

Septic Upgrades-Upgrade Non Complying Systems- Letters sent to landowners regarding the status of system and time frame as to bringing property into compliance. Septic Design submittal, review and approval. Low Interest Loan Program administration. Septic Inspection.

(County Staff)

SUBSURFACE SEWAGE TREATMENT SYSTEMS

No

End Date

Grant Activity - Upgrade IPHT Systems	
Description	Upgrade IPHT Systems- Letters sent to landowners regarding the status of system and time frame as to bringing property into compliance. Septic Design submittal, review and approval. Low Interest Loan Program administration. Septic Inspection.
Category	SUBSURFACE SEWAGE TREATMENT SYSTEMS
Start Date	End Date
Has Rates and Hours?	No
Actual Results	

#### Grant Attachments

Document Name	Document Type	Description
2015 Competitive Grant	Grant Agreement	2015 Competitive Grant - Le Sueur County
2015 Competitive Grant executed	Grant Agreement	2015 Competitive Grant - Le Sueur County
Application	Workflow Generated	Workflow Generated - Application - 09/26/2014
Inventory locations	Grant	Francis Rays Sakatah Tetonka Lakes Septic Inventory
Work Plan	Workflow Generated	Workflow Generated - Work Plan - 01/28/2015
grantmap_12734_2014-09-19_03-24-16-PM.jpg	Grant	Francis Rays Sakatah Tetonka Lakes Septic Inventory