

TO: Honorable Mayor and City Council

FROM: City Administrator Ron Johnson

SUBJECT: Approve MN Historical Society Grant Agreement- 3rd St Bridge Pre-development Construction Plans and Specifications

DATE: December 1, 2016

BACKGROUND

At the April 19 meeting, Council approved a motion supporting an application for a MN Historical Society Legacy Grant for funds to pay for the cost of preparation of a design, construction scope and cost estimate for a rehabilitation project of the 3rd Street bridge.

The application, with the help of Goodhue County Engineer Greg Isakson, was submitted and, on October 28, we were informed that the MN Historical & Cultural Heritage grant in the amount of \$161,000 was awarded to the city. The agreement specifies an in-kind match of \$9,080 by the city, which will consist of staff time for Goodhue County Engineering staff and my time spent on the project.

Enclosed is a copy of the grant agreement for your approval. As noted in the agreement, the project period is November 1, 2016 to June 1, 2018.

County Engineer Isakson and I participated in a mandatory phone conference call "How to Successfully Manage and Report on Your Project" on November 29.

REQUESTED COUNCIL ACTION

Approve a motion approving the MN Historical & Cultural Heritage grant agreement for the project Third Street Bridge: Pre-development Construction Plans and Specifications.

Attachment: Grant Agreement

MINNESOTA HISTORICAL SOCIETY
MINNESOTA HISTORICAL AND CULTURAL HERITAGE GRANT AGREEMENT

<u>Account No.</u>	<u>Fiscal Year</u>	<u>Object Code</u>	<u>MHS Grant No.</u>	<u>Amount</u>
02484	2017	5260	1605-19734	\$161,000 grant \$ 9,080 match

This agreement is made by and between the Minnesota Historical SOCIETY, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102, hereinafter called the SOCIETY, acting through its Director, and, City of Cannon Falls, 918 River Road, Cannon Falls, Minnesota, 55009 herein called the GRANTEE.

WHEREAS, the Minnesota Legislature, under Minnesota Session Laws 2015, 1st Special Session, Chapter 2, Article 4, Section 2, Subdivision 4, approved funding to the SOCIETY for Statewide Historic and Cultural Heritage Grants for the purpose of supporting history programs and projects operated or conducted by or through local, county, regional, or other historical or cultural organizations; or for activities to preserve significant historic and cultural resources such as that which is contemplated by GRANTEE, and

WHEREAS, the GRANTEE and its project *Third Street Bridge: Pre-development Construction Plans and Specifications* meets the eligibility criteria for funding under the grants program; and

WHEREAS, the SOCIETY'S Executive Council approved a grant recommended for funding by the Historical Resources Advisory Committee on October 27, 2016.

NOW THEREFORE, in consideration of the award of the grant, the GRANTEE agrees to administer said grant in accordance with the following policies and procedures:

I. PROJECT DESCRIPTION

- A. The project period for this activity is from November 1, 2016 to June 1, 2018.
- B. The project will be carried out in accordance with the provisions of the *Minnesota Historical and Cultural Heritage Grants Manual* and *The Secretary of the Interior's Standards for Archeology and Historic Preservation*. The project will also be carried out in accordance with the GRANTEE'S Minnesota Historical and Cultural Heritage Grants Program Grant Application. Page 1 of the application is included as Attachment A, and the entire application is hereby incorporated by reference.
- C. The official project budget as approved by the SOCIETY supersedes the GRANTEE'S grant application budget and is included as Attachment B and hereby incorporated by reference.
- D. Only the items set forth in the Approved Project Budget (Attachment B) may be charged against the grant project.

- E. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.
- F. Changes in the Approved Project Budget may not exceed twenty (20) percent of any line item. Changes occurring after the project begins that exceed twenty (20) percent of any line item will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.
- G. Changes in the Project Completion Date will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.
- H. No grant funds may be used to pay indirect costs, commonly referred to as overhead.

II. ASSURANCES

- A. The GRANTEE understands that this agreement is funded by a grant financed by the State of Minnesota.
- B. The GRANTEE agrees that this project will be administered and conducted in accordance with the following:
 - 1. Minn. Stat. 16B.98 for Grants Management.
 - 2. *Secretary of the Interior's Standards for Archaeology and Historic Preservation.*
- C. The Grantee agrees that work will be carried out by project personnel who meet the *Secretary of the Interior's Professional Qualifications Standards* (as published in the Federal Register of September 29, 1983).
- D. The GRANTEE shall hold the SOCIETY and the State of Minnesota harmless from any loss, damage, or expense including reasonable attorneys' fees and other costs of defense, arising as the result of any claim, action, complaint, proceeding, or litigation of any kind whatsoever, directly or indirectly brought about as a result of the funded project.
- E. The GRANTEE agrees that in hiring of common or skilled labor for the performance of any work on the grant project that no contractor, material supplier or vendor shall, by reason of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age, discriminate against any person or persons who are citizens of the United States, or resident aliens, who are qualified and available to perform the work to which the employment relates.

The GRANTEE agrees no contractor, material supplier or vendor shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in the preceding paragraph, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race,

creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

- F. This Agreement may be canceled or terminated by the SOCIETY, and all money due, or to become due hereunder may be forfeited for a second or any subsequent violation of the terms of this section.
- G. The GRANTEE assures that no part of the project budget will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a member of the Minnesota Legislature, to favor or oppose, by vote or otherwise, any legislation or appropriation by the Legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This shall not prevent communicating to members of the Minnesota Legislature on the request of any member or to the Legislature, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.
- H. Both parties agree that if intellectual property is created in project, the parties will discuss the allocation of ownership and use rights.
- I. Copyright to copyrightable materials, including computer software, resulting from this project shall vest in the GRANTEE with a non-transferable royalty-free license to the SOCIETY for its non-commercial use. The GRANTEE shall grant the SOCIETY an option to license any such material(s) it wishes to develop for commercial purposes on terms and conditions, including a royalty, as the parties hereto agree in a subsequent writing.
- J. Except for (a) the above limitation, (b) the GRANTEE's right to control publication of its own research results, (c) patented and patent-pending property and (d) the GRANTEE's confidential information, the SOCIETY will have the free, irrevocable, non-exclusive unlimited right to use any research results collected in project by both the GRANTEE and the SOCIETY for any purpose worldwide.
- K. The GRANTEE agrees that any publicity releases, informational brochures, public reports, publications, and public information relating to approved projects must acknowledge funding assistance from the State of Minnesota from the Arts and Cultural Heritage Fund. Any written materials shall include the following:

"This project has been financed in part with funds provided by the State of Minnesota from the Arts and Cultural Heritage Fund through the Minnesota Historical Society."

III. PROCEDURES FOR CONTRACTING SERVICES AND MATERIALS

- A. Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process. Evidence of the process along with copies of the bids received must be included in the GRANTEE's financial records for the project.

- B. Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders. The GRANTEE must maintain financial records that verify the cost was competitively based on at least three written quotes submitted in response to written specifications.
- C. Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes. The GRANTEE must maintain financial records that verify the cost was competitively based on at least three verbal quotes.

IV. PAYMENT SCHEDULE

- A. GRANTEE will receive payments from the SOCIETY in accordance with the following for up to eighty percent (80%) of the grant award.

Project Milestone:	Payment %
1. Execute Grant Agreement	20%
2. Submit architectural drawings for review and comment at 30% completion. (Include timing for this review in project schedule; reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.)	20%
3. Submit architectural drawings for review and comment at 60% completion. (Include timing for this review in project schedule; reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.)	20%
4. Submit architectural drawings at 90% completion, specifications, and draft grant program Scope of Work form for review, comment, and potential edits prior to finalization of the document. (Include timing for this review in project schedule; reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.)	10%
5. The Project Director will present progress and/or findings once the grant work is at least 75% completed. Contact Grants Office through the grants portal to make arrangements at least 30 days prior to visit.	10%

- B. Retainage. A total of twenty percent (20%) of the grant funds will be released as the final payment after work is complete and fiscal documentation and the project completion report, have been reviewed and accepted by the SOCIETY.

V. FINANCIAL DOCUMENTATION AND FINAL REPORTING

- A. The GRANTEE will submit a completed final report including documentation for project expenditures and project products on or before June 30, 2018. (Work on the project must be concluded by June 1, 2018)

- B. The final report must be completed electronically in the Minnesota Historical Society's Grants Portal (<https://mnhs.fluxx.io>).
 - a. The financial documentation for project costs to be uploaded with the final report shall include acceptable types of documentation such as: (1) copies of invoices/receipts, (2) copies of project personnel timesheets (if applicable), (3) copies of in-kind and/or donated services timesheets (if applicable), and (4) copies of donated materials forms.
 - b. The Final Products to be uploaded with the final report are: a digital PDF copy of the final drawings, specifications, and completed Grants Office Scope of Work Form.

VI. AUDIT

- A. The GRANTEE must maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure the proper disbursing of and accounting for grant funds. The GRANTEE must maintain records and accounts for this project on file for a minimum of six (6) years after approval of the Final Report.
- B. The GRANTEE agrees to maintain records to document any matching funds claimed as part of the project. The GRANTEE further agrees to secure reasonable written proof of the value of Staff or Volunteer Labor, and for Donated Materials contributed to the project.
- C. The GRANTEE agrees that accounts and supporting documents relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by the SOCIETY, its designated representatives, or any applicable agency of the State of Minnesota.

VII. AMENDMENTS AND CANCELLATION

A. Amendments

Any significant variations from proposed work, costs, and/or time frames described in this agreement which are experienced or anticipated during the course of the project and any significant problems, delays, or adverse conditions which materially affect planned performance should be submitted in writing to Grants Office, Minnesota Historical Society, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102.

The SOCIETY will respond in writing, either approving or not approving the changes, and may amend the agreement if deemed necessary. Variations which are not known until the conclusion of the project may be submitted with the Financial Documentation; however, the GRANTEE understands that costs may be disallowed if changes are not approved. Any amendments to this agreement shall be in writing, and shall be executed by the same parties who executed the original agreement or their successors in office.

B. Cancellation

The SOCIETY may withhold, cancel, or revoke in whole or in part the grant amount if it determines that the GRANTEE has materially breached any term or condition of this agreement. GRANTEES will be given a 30-day notice. In lieu of cancellation, GRANTEES may be given proposed remedies to ensure successful completion of the project.

In addition, both parties may mutually agree to cancel the agreement if they determine that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of either party. In the event of cancellation, the SOCIETY may withhold proceeds of the Grant; demand that the GRANTEE return any already disbursed proceeds to the Finance Commissioner; and seek any additional legal or equitable remedy(ies).

Finally, the GRANTEE hereby acknowledges that the proceeds of the Grant are being financed in part with funds provided by the State of Minnesota and administered through the SOCIETY, and that, per 2013 Minnesota Laws, Chapter 137, Article 4, Section 2, Subdivision 5, the funding will be canceled to the extent a court determines that the appropriation, or portion thereof, unconstitutionally substitutes for a traditional source of funding.

I have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date(s) indicated below intending to be bound thereby.

Minnesota Historical Society
345 Kellogg Boulevard West
Saint Paul, Minnesota 55102

City of Cannon Falls
918 River Road
Cannon Falls, Minnesota 55009

Amy H. Spong (date)
Director Heritage Preservation

signature (authorized official)

(print name) (date)

Mary Green-Toussaint (date)
Contract Manager

(print title)



ATTACHMENT A

MINNESOTA HISTORICAL AND CULTURAL HERITAGE PROGRAM

City of Cannon Falls

R-MHCG-1605-19734 | \$161,000 | MN Historical and Cultural

Third Street Bridge: Pre-development Construction Plans and Specifications

Status Pending External Review

APPLICANT INFORMATION

Program Organization: City of Cannon Falls

Project Director: Greg Isakson

Authorized Officer: Ronald Johnson

Additional Project Staff:

Applicant County: Goodhue

Applicant Organization Type: Local/Regional Government

Governance/Board Members:

City of Cannon Falls City Council

Lyman "Robby" Robinson (Mayor), Merlyce Johnson, Rodney Holst, Lynne Berg, Morris Mattson, Jay Sjoblom, and Cathy Gallups

Goodhue County Board of Commissioners

Ron Allen, Brad Anderson, Dan Rechtzigel, Jason Majerus, and Ted Seifert

Is this a sponsored project?

Select Yes or No.. No

► Click arrow to view previous grants awarded

▼ Click on arrow to view the contact information we have on file

CURRENT ORGANIZATION CONTACT INFORMATION ON FILE

Organization Name:	City of Cannon Falls
Street Address:	918 River Road

City of Cannon Falls

BUDGET LINE ITEMS

Budget Item	Grant Requested	Grant Awarded	Match: Cash	Match: In-Kind	Total Match
Owner solicitation for consultants/contract negotiations				\$1,320	\$1,320
Engineer review of RFP and assistance with contract negotiations				\$776	\$776
Collect and review available historic and engineering data	\$1,800	\$1,800			\$0
Site assessment (engineer and historian)	\$13,600	\$13,600			\$0
Prepare load rating analysis for truss and gusset plates	\$26,000	\$26,000			\$0
Bridge site survey (engineering survey crew)	\$4,600	\$4,600			\$0
Prepare 30 percent plans	\$26,400	\$26,400			\$0
Historian review of 30 percent plans	\$1,800	\$1,800			\$0
Owner/Project Manager review of 30 percent plans				\$1,552	\$1,552
Second site assessment (engineer only)	\$5,000	\$5,000			\$0
Prepare 60 percent plans	\$39,200	\$39,200			\$0
Prepare draft specifications	\$4,800	\$4,800			\$0
Historian review of 60 percent plans and draft specifications	\$2,200	\$2,200			\$0
Owner/Project Manager review of 60 percent plans and draft specifications				\$2,328	\$2,328
Prepare 95 percent plans	\$24,200	\$24,200			\$0
Prepare final specifications	\$2,400	\$2,400			\$0

BUDGET LINE ITEMS

Finalize load rating analysis	\$2,000	\$2,000			\$0
Prepare cost estimate for construction work	\$2,400	\$2,400			\$0
Historian review of 95 percent plans and final specifications	\$2,200	\$2,200			\$0
Owner/Project Manager review of 95 percent plans and final specifications				\$2,328	\$2,328
Prepare certified bridge plan	\$2,400	\$2,400		\$776	\$776
Total:	\$161,000	\$161,000	\$0	\$9,080	\$9,080