



Minnesota Department of Transportation

395 John Ireland Boulevard
Saint Paul, MN 55155

(651) 366-4634
Mail Stop 682

Date: January 8, 2014

John Maczko
St. Paul City Engineer
25 West 4th Street, 1500 City Hall Annex
St. Paul, MN 55102

RE: Coop. Const. Agree. No. 01637-1
City of St. Paul
S.P. 6280-308 (T.H. 35E=390)
Fed. Proj. HPP-HPPH-HPPS-BRIM-IM 6213 (094)
State lump sum payment for BNSF Railway
Company Pipeline License fee purchased by the
City for City storm sewer constructed under
T.H. 35E

Dear Mr. Maczko:

Transmitted herewith for the City's use and retention, is a fully executed copy of Amendment No. 1 to Agreement No. 01637 between the City and this department.

The amendment provides for a lump sum payment of \$30,244.00 by the State to the City for the BNSF Railway Company Pipeline License fee purchased by the City for City storm sewer constructed under T.H. 35E by the State under S.P. 6280-308 (T.H. 35E=390).

Reimbursement in full will be made when the conditions of Article 5.5 of the agreement have been met.

If you have questions or need further information, feel free to call me

Sincerely,

Maryanne Kelly-Sonnek
Municipal Agreements Engineer

Enclosures

An Equal Opportunity Employer



**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF ST. PAUL
AMENDMENT NO. 1**

State Project Number (S.P.):	<u>6280-308</u>	Original Total City Obligation
Trunk Highway Number (T.H.):	<u>35E=390</u>	<u>\$1,359,689.42</u>
State Aid Project Number (S.A.P.):	<u>164-137-008, 164-020-122</u>	
State Aid Project Number (S.A.P.):	<u>164-288-013, 164-267-004</u>	
State Aid Project Number (S.A.P.):	<u>062-633-004</u>	Amended Amount Encumbered (State)
	<u>HPP-HPPH-HPPS-BRIM- IM 6213 (094)</u>	<u>\$30,244.00</u>
Federal Project Number:	<u>IM 6213 (094)</u>	
Lighting System Feed Point No.	<u>City</u>	
Signal System ID	<u>39451, 39452, 39479</u>	

This Amendment is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of St. Paul acting through its City Council ("City").

Recitals

1. The State has a contract with the City identified as Mn/DOT Contract No. 01637 ("Original Contract") to provide payment by the City to the State for the City's share of the costs of the extra width sidewalk, signal systems, lighting and extra bridge width construction and other associated construction upon, along and adjacent to Trunk Highway No. 35E under State Project No. 6280-308 (T.H. 35E=390); and
2. This Agreement is amended to provide for payment by the State to the City of the City's purchase costs for a BNSF Railway Company Pipeline License fee required for the City's storm sewer to be placed by the State on BNSF property under State Project No. 6280-308; and
3. The State and the City are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Article 4 is amended as follows:

4. Basis of City and State Cost

- 4.1. **SCHEDULE "I"**. The Preliminary SCHEDULE "I" includes all anticipated City participation construction items, City Furnished Materials lump sum credit amount and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. **City Participation Construction**. The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization and traffic control.
 - A. 100 Percent will be the City's rate of cost participation of the sidewalk on north side of Cayuga St. off of the bridges, sidewalk on bridges No. 62608 and 62609 on Cayuga St., 40% signal system "A" at west ramp, 50% signal system "B" east ramp, 100% EVP systems "A" and "B", shoulder on Phalen Blvd. East of Mississippi St. greater than 4 feet wide, 75% of sidewalk on the south side of Pennsylvania Ave. west of L'Orient St., 75% of sidewalk greater than 6 feet wide on the south side of Pennsylvania Ave. under 35E between L'Orient St. and Mississippi St., 25% signal system "D", 100% EVP system "D", 62.5% signal system "C", 100% of EVP system "C", Interconnect and ornamental lighting as shown on Exhibit "C" on City streets over and above the cost of standard lighting construction. The construction

includes, but is not limited to, those construction items tabulated on Sheet(s) No. 2 thru No. 6 of the Preliminary SCHEDULE "I".

4.3. City Furnished Materials. The City will furnish 3 cabinets and controllers, 3 battery backup/Signal/Lighting service cabinets and 4 EVP's, ("City Furnished Materials"), according to the Project Plans, to operate the traffic control signal system(s) covered under this Agreement. The City's lump sum credit from the State for City Furnished Materials is \$139,600.00. The City's credit for City Furnished Materials will be subtracted from the City's total construction cost share as shown in the SCHEDULE "I".

4.4. Construction Engineering Costs. The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.

4.5. Plan Changes, Additional Construction, Etc. The City will share in the costs of construction contract addenda, change orders and supplemental agreements that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders and supplemental agreements, and associated construction engineering before the completion of the contract construction.

4.6. State Payment of City Purchased BNSF Railway Company Pipeline License. The State will pay to the City the \$30,244.00 Pipeline Licensing fee required for the City's 84 inch storm sewer to be placed on BNSF Railway Company property under State Project No. 6280-308 (T.H. 35E=390).

REVISION 2. Article 5 is amended to read as follows:

5. City and State Cost and Payment by the City and the State

5.1. City Cost. \$1,359,689.42 is the City's estimated share of the costs of the contract construction, minus the City Furnished Materials plus the 8 percent construction engineering cost share as shown in the Preliminary SCHEDULE "I". The Preliminary SCHEDULE "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised SCHEDULE "I" based on construction contract unit prices.

5.2. Conditions of Payment By the City. The City will pay the State the full and complete lump sum amount, as shown in the Revised SCHEDULE "I", after the following conditions have been met:

A. Execution of this Agreement and transmittal to the City, including a copy of the Revised SCHEDULE "I".

B. The City's receipt of a written request from the State for the advancement of funds.

5.3. Final Payment, Additional City Requested Work

Upon completion of all contract construction and upon computation of the final amount due the State's contractor and only if additional work has been requested under Article 2.3.B of this Agreement, the State will prepare a Final SCHEDULE "I" and submit a copy to the City. The Final SCHEDULE "I" will be based on final quantities of any additional City requested participation construction items and the construction engineering cost share due to additional requested work. The computation by the State of the amount due from the City will be final, binding and conclusive.

5.4. State Cost. \$30,244.00 is the State's full and complete lump sum cost share for the City purchased BNSF Railway Company Pipeline License.

5.5. Conditions of Payment By the State. The State will pay the City the full and complete lump sum amount after the following conditions have been met:

A. Encumbrance by the State of the State's full and complete State funded lump sum cost share.

B. Execution of this Agreement Amendment and transmittal to the City.

C. The State's receipt of a written request from the City for the advancement of funds. The request will include a copy of the signed Pipeline License between the City and BNSF Railway Company along with copies of the endorsed and canceled City warrant(s) or check(s) for payment of the Pipeline License.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: 

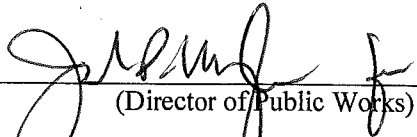
Date: 12-24-13

SWIFT Purchase Order No. 3000157444

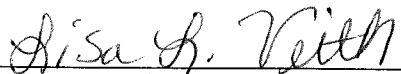
CITY OF ST. PAUL

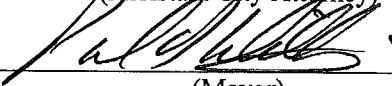
The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Recommended for Approval:

By: 
(Director of Public Works)

Approved as to form and execution:

By: 
(Assistant City Attorney)

By: 
(Mayor)

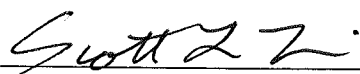
Date: 12/3/13

By: 
(Director of Finance & Management Services)

Date: 12/2/13

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: 
(District Engineer)

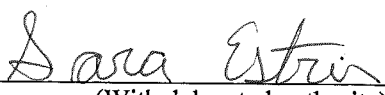
Date: 12/20/13

Approved:

By: 
(State Design Engineer)

Date: 12-30-13

COMMISSIONER OF ADMINISTRATION

By: 
(With delegated authority)

Date: 1-3-14

32721



City of Saint Paul

Certified Copy

Resolution: RES 12-2376

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

File Number: RES 12-2376

Authorizing the City to enter into an agreement with the Minnesota Department of Transportation for the I-35E/Cayuga Project (Agreement 01637).

WHEREAS, the Minnesota Department of Transportation (MN/DOT) plans to reconstruct I-35 between just south of University Avenue and just north of Maryland Avenue (including bridges), and WHEREAS, this State Project No 6280-308 is scheduled to begin construction during the 2013 construction season, and WHEREAS, funding for the City's share of this project is included in the Capital Improvement Budget (C03*2S145*3409*00000), and THEREFORE BE IT RESOLVED, that the City of Saint Paul enters in MN/DOT Agreement 01637 with the State of Minnesota Department of Transportation and that the Mayor and proper city officials are authorized to execute the Agreement and any amendments to the agreement.

I, Shari Moore, City Clerk of the City of Saint Paul, Minnesota, do hereby certify that I have compared RES 12-2376, as adopted by the City Council on 12/26/2012 and approved by the Mayor on 1/2/2013, with the original thereof on file in my office.

Attest:

Shari Moore

January 07, 2013

Date Certified