

Prepared by the
Utility Agreements and Permits Unit
(Payable)
(\$17,228.66)
(Lump Sum)

S.P. 1917-45 (T.H. 149)
Location: on TH 149 from I494 in the City of
Mendota Heights to George Street in the City
of St. Paul and on TH 13 from TH 149 to
Cherokee Heights Boulevard in the City of
West Saint Paul
Utility Owner: Board of Water Commissioners
of the City of Saint Paul
MnDOT Agreement Number 1030401

UTILITY RELOCATION AGREEMENT

This Agreement Number 1030401 (Agreement) is between the State of Minnesota (State), acting through its Commissioner of Transportation, and Board of Water Commissioners of the City of Saint Paul, including its agents, contractors, and subcontractors (Utility Owner). This Agreement describes how the parties will mitigate the effects of a State construction project on the Utility Owner.

RECITALS

The State plans to let a contract to construct State Project Number 1917-45 (Project) on Trunk Highway Number 149. The Project is located on TH 149 from I494 in the City of Mendota Heights to George Street in the City of St. Paul and on TH 13 from TH 149 to Cherokee Heights Boulevard in the City of West Saint Paul.

The Utility Owner owns and operates watermain, its fixtures, and related equipment (Facilities) within the limits of publicly owned right of way; said Facilities being in place prior to the construction of TH 149.

On April 24, 1987, the District Court made an interpretation of Chapter 110, Special Laws of Minnesota 1885, that the City of Saint Paul has the obligation to reimburse the Utility Owner for all relocation costs whenever the City of Saint Paul makes improvements to city streets. When the State took Smith Avenue from the City, the State assumed the obligation to reimburse the Utility Owner for such relocations of waterworks facilities as a result of street improvements. Therefore, the cost of relocating Facilities is eligible for reimbursement to the Utility Owner. The Facilities are within the limits of the Project.

The State has determined that the Project will require the Utility Owner to relocate its Facilities. The Utility Owner has requested reimbursement for the cost of this relocation from the State.

State law requires a written agreement between the State and the Utility Owner that describes their separate responsibilities.

AGREEMENT

I. Term/Termination

- A. *Effective Date:* This Agreement is effective on the date the State obtains all signatures required by Minnesota Statutes, section 16C.05, subdivision 2.
- B. *Commencement of Work:* Upon notice of Agreement approval, the Utility Owner must commence work according to the terms of the Notice and Order and prosecute the work according to a schedule the State's Project Engineer (Project Engineer) approves.
- C. *Expiration Date:* This Agreement will expire on the date that all obligations, excluding the Utility Owner's ongoing maintenance obligation, have been satisfactorily fulfilled.
- D. *Termination by the State:* The State may terminate this Agreement at any time, with or without cause, on 30 calendar days' written notice to the Utility Owner. Upon termination, the Utility Owner will be entitled to payment, on a pro rata basis, for satisfactorily performed services. The termination of this Agreement does not relieve the Utility Owner of its obligations under the Notice and Order.
- E. *Survival of Terms:* The following articles survive the Agreement's expiration or termination: (III) Utility Owner's Ongoing Maintenance Requirements; (V) Audits; (VI) Indemnification/Insurance; and (IX) Governing Terms.

II. Utility Owner's Duties

- A. *Relocation:* The Utility Owner must:
 - 1. Relocate its Facilities according to:
 - a. The terms of the Notice and Order;
 - b. All applicable codes;
 - c. The directions of the Project Engineer and the State's Utilities Engineer (Utilities Engineer);
 - d. The plans for the utility work, which are attached to this Agreement as Exhibit A. If any changes must be made to the plans, the Utilities Engineer must approve these changes in writing before the Utility Owner performs the work to qualify for reimbursement; and
 - e. MnDOT's standard construction specifications.

2. Submit one copy of the State's Application for Utility Accommodation on Trunk Highway Right of Way, Form 2525 (Permit), including two copies of "proposed" sketches, for all Facilities within the trunk highway right of way to the Utilities Engineer before beginning relocation work.
3. Coordinate its operations with the State's contractor's (Contractor) operations and notify the Project Engineer at least two days before beginning and after completing each operational phase.
4. Stake the location and elevation of the proposed Facilities within the trunk highway right of way. The Utility Owner must not begin construction until the Project Engineer approves the location and elevation.
5. Complete all underground installations within the proposed roadways before the Contractor begins its base work operations. If the Utility Owner must perform its work concurrently with that of the Contractor, it must coordinate with the Contractor to ensure that all work is completed to the State's satisfaction without delays. The Utility Owner must not substitute backfilling material unless specifically authorized by the Project Engineer. The Utility Owner must dispose of all rejected soil material within the highway right of way as directed by the Project Engineer. The Utility Owner must mechanically compact all material replaced in the excavation. The Utility Owner must restore all drainage and slopes to the Project Engineer's satisfaction.
6. Leave materials in place at the Project Engineer's discretion. Any materials left within the right of way after the Utility Owner completes its work will become the property of the Contractor.

B. *Compliance with Safety Regulations*

1. The Utility Owner must comply with the safety regulations contained in Minnesota Rules, part 8810.3400, subpart 5, during all construction and maintenance operations. The Utility Owner will furnish and require each flagger to carry a copy of the current edition of the State's *Field Manual*, which is Part IV of the *Minnesota Manual of Uniform Traffic Control Devices*. The Utility Owner must furnish each flagger with the required vest, hat, hand sign, flags, and any other necessary safety equipment.

2. The provisions of this Agreement do not relieve the Utility Owner of any legal responsibility or liability associated with the construction, operations, or maintenance of its Facilities.

C. *Compliance with Pollution Control Requirements*

1. The Contractor installs pollution control measures according to the National Pollution Discharge Elimination System permit (NPDES Permit). Pollution control measures include silt fences, slope stabilization measures such as seed and mulch, and any other measures the State deems necessary to comply with the NPDES Permit. If the Utility Owner's work affects such pollution control measures, the Utility Owner must restore them to their original condition and to the Project Engineer's satisfaction. If the Utility Owner is relocating Facilities before the Contractor begins construction, the Utility Owner must work with the Project Engineer to determine if pollution control measures are necessary and how to implement them if they are.

III. Utility Owner's Ongoing Maintenance Requirements

- A. Once construction is complete, the Utility Owner must maintain the Facilities at its own expense. The Utility Owner must follow the terms of the Permit when it performs any maintenance work.
- B. The Utility Owner may open and disturb the trunk highway right of way without a permit in the case of an emergency that is dangerous to the public and requires immediate attention. Upon learning of an emergency, the Utility Owner must immediately notify the State Patrol. The Utility Owner must take all necessary and reasonable safety measures to protect the public and must cooperate fully with the State Patrol. In this event, the Utility Owner must request a permit from the proper authority no later than the working date after it begins working in the right of way.

IV. Payment

A. Payment

1. Exhibit B, which is attached to this Agreement, is a statement of the lump sum cost of the Utility Owner's relocation work.
2. The State will pay the Utility Owner the lump sum of \$17,228.66, upon receiving:
 - a. Proof that the Facilities have been relocated to the Project Engineer's and Utilities Engineer's satisfaction; and
 - b. One original, signed invoice for the agreed lump sum amount. An authorized representative of the Utility Owner must sign the invoice and submit the final bill to the Utilities Engineer no later than 90 days after completing the work.
3. This lump sum payment constitutes payment in full for all work the Utility Owner performs and for any and all damages, claims, or causes of action of any kind accruing to the Utility Owner because of the State's order to relocate the Facilities. Notwithstanding anything in this Agreement to the contrary, the Utility Owner reserves the right to pursue any lawful remedy it may have for tortious acts that may arise out of the relocation of the Facilities.

B. Limitation on Payment

The total amount the State is required to pay is limited to the amount shown in Article IV.A.2.

V. Audits

The Utility Owner's costs to relocate its Facilities according to this Agreement and the costs for any additions or alterations to these Facilities are subject to the State and federal government's examination and audit. Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the Utility Owner's accounting books, records, documents, procedures, and practices that are relevant to this Agreement are subject to Legislative or State Audit for six years after this Agreement expires.

VI. Liability; Worker Compensation Claims; Insurance

- A. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the Utility Owner. This clause will not be construed to bar any legal remedies a party may have to fulfill its obligations under this contract.

- B. The Utility Owner certifies that its workers' compensation insurance coverage complies with Minnesota Statutes, section 176.181, subdivision 2. The Utility Owner's employees and agents are not considered State employees. The State is not responsible for any claims asserted by the Utility Owner's employees, agents, subcontractors, or any third parties under the Minnesota Workers' Compensation Act.

VII. Nondiscrimination

- A. The Utility Owner will comply with the United States Department of Transportation's nondiscrimination regulations. These regulations are in the current version of the Code of Federal Regulations, title 49, part 21. The Utility Owner must incorporate these regulations by reference in all contracts.

- B. Minnesota Statutes, section 181.59 and any applicable local ordinances pertaining to civil rights and nondiscrimination are considered part of this Agreement.

VIII. Buy America Requirements

- A. All utility work must comply with the "Buy America" provisions in 23 U.S.C. 313 and 23 CFR 635.410. If the Utility Owner uses steel or iron as part of its work, and the cost of that steel or iron is more than 0.1 percent of the total relocation cost or \$2500 (whichever is greater), it must use steel or iron melted or manufactured in the United States. Materials that have been removed from the United States for any process (e.g., change of chemical content, shape, size, or finish) are not considered domestic materials.

- B. If the Utility Owner wishes to use foreign steel or iron, and the cost of that steel or iron exceeds the limits above, it must submit the “Stipulation for Use of Foreign Steel” to the Utilities Engineer and receive approval.
- C. Upon completing its work, the Utility Owner must sign and submit the State's Certificate of Compliance, which states that all iron and steel items are domestic. If any of the iron or steel items are foreign, the certification must include the waiver it received. The State will not process any invoices that do not include the signed Certificate of Compliance.

IX. Governing Terms

- A. *Data Practices:* All parties must comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13) as it applies to any data that a party to this Agreement receives, collects, stores, or disseminates under it. The Act provides civil liability for failure to comply with its requirements.
- B. *Applicable Law:* Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in Ramsey County, Minnesota.
- C. *Waiver:* If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- D. *Merger:* This Agreement contains all negotiations and agreements between the State and the Utility Owner. No prior understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- E. *Assignment:* The Utility Owner may neither assign nor transfer any rights or obligations under this Agreement without the State's consent and a fully executed assignment agreement. To be valid, the assignment agreement must be signed and approved by the same parties who signed and approved this Agreement, or their successors in office.
- F. *Amendments:* Any amendment to this Agreement must be in writing. An amendment will not be effective until the same parties who signed and approved this Agreement, or their successors in office, sign and approve the amendment.
- G. *Incorporation of Exhibits:* All exhibits attached to this Agreement are incorporated into this Agreement.

The remainder of this page was left blank intentionally.

IN TESTIMONY WHEREOF, the parties have duly executed this Agreement by their duly authorized officers and caused their respective seals to be hereunto affixed.

**BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL**

Approved:

By: _____
Stephen P. Schneider
General Manager
Saint Paul Regional Water Services

By: _____
Matt Anfang
President

Date: _____

Date: _____

Approved as to form:

By: _____
Mollie Gagnelius
Secretary

By: _____
Assistant City Attorney

Date: _____

Date: _____

By: _____
Todd Hurley
Director
Office of Financial Services

Date: _____

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

State Encumbrance Verification

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

By: _____

Date: _____

Contract Number: _____

Order Number: _____

Department of Transportation

Recommended for Approval:

Approved:

By: _____
Metro Utility Coordinator

By: _____
Director, Office of Land Management

Date: _____

Date: _____

Office of Contract Management

Approved as to Form and Execution:

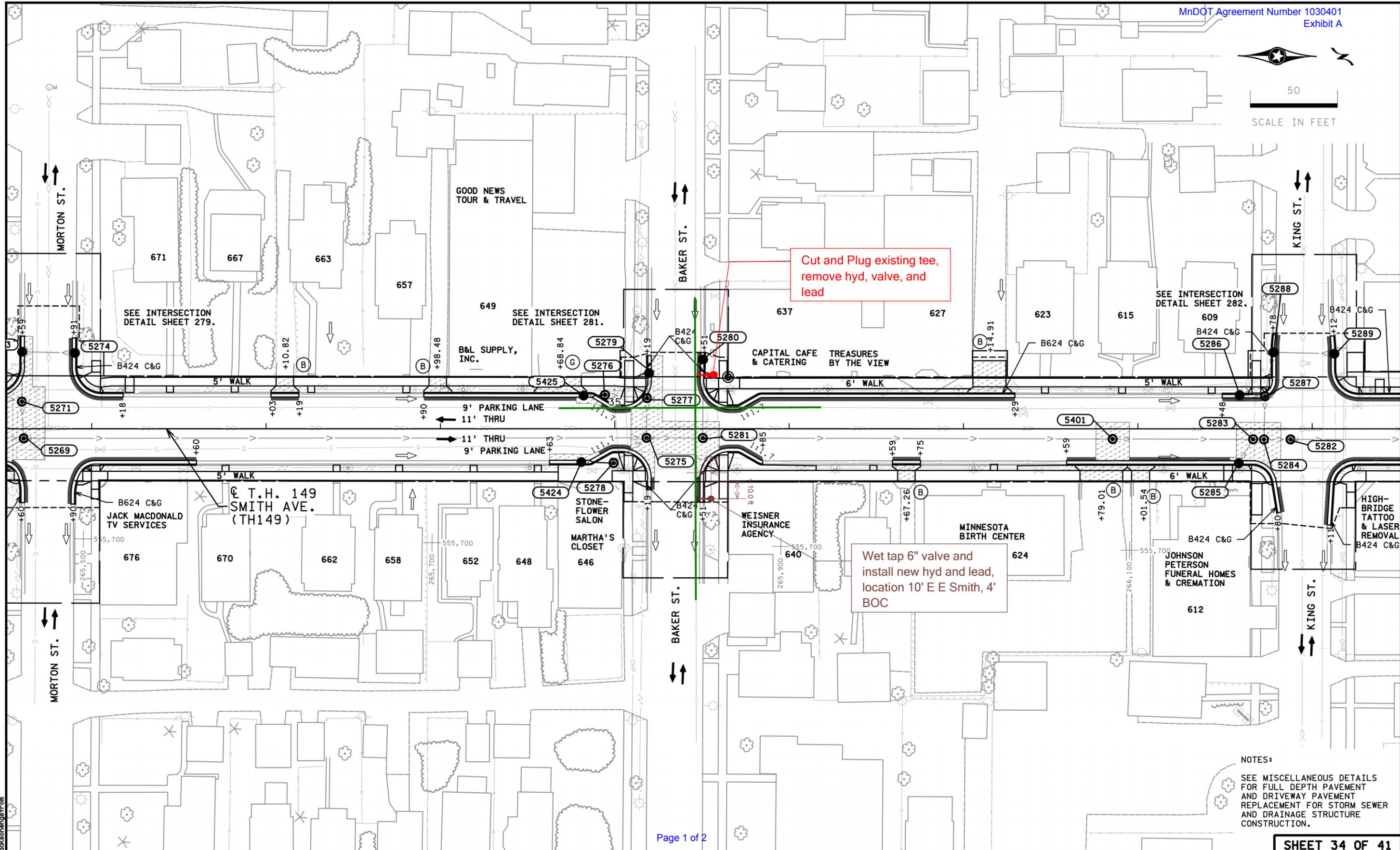
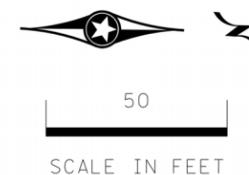
By: _____

Date: _____

Department of Administration

By: _____

Date: _____



NOTES:
SEE MISCELLANEOUS DETAILS FOR FULL DEPTH PAVEMENT AND DRIVEWAY PAVEMENT REPLACEMENT FOR STORM SEWER AND DRAINAGE STRUCTURE CONSTRUCTION.

7/7/2017 1:31:28 PM jackson@strom

NO	DATE	BY	CHKD	APPR	REVISION
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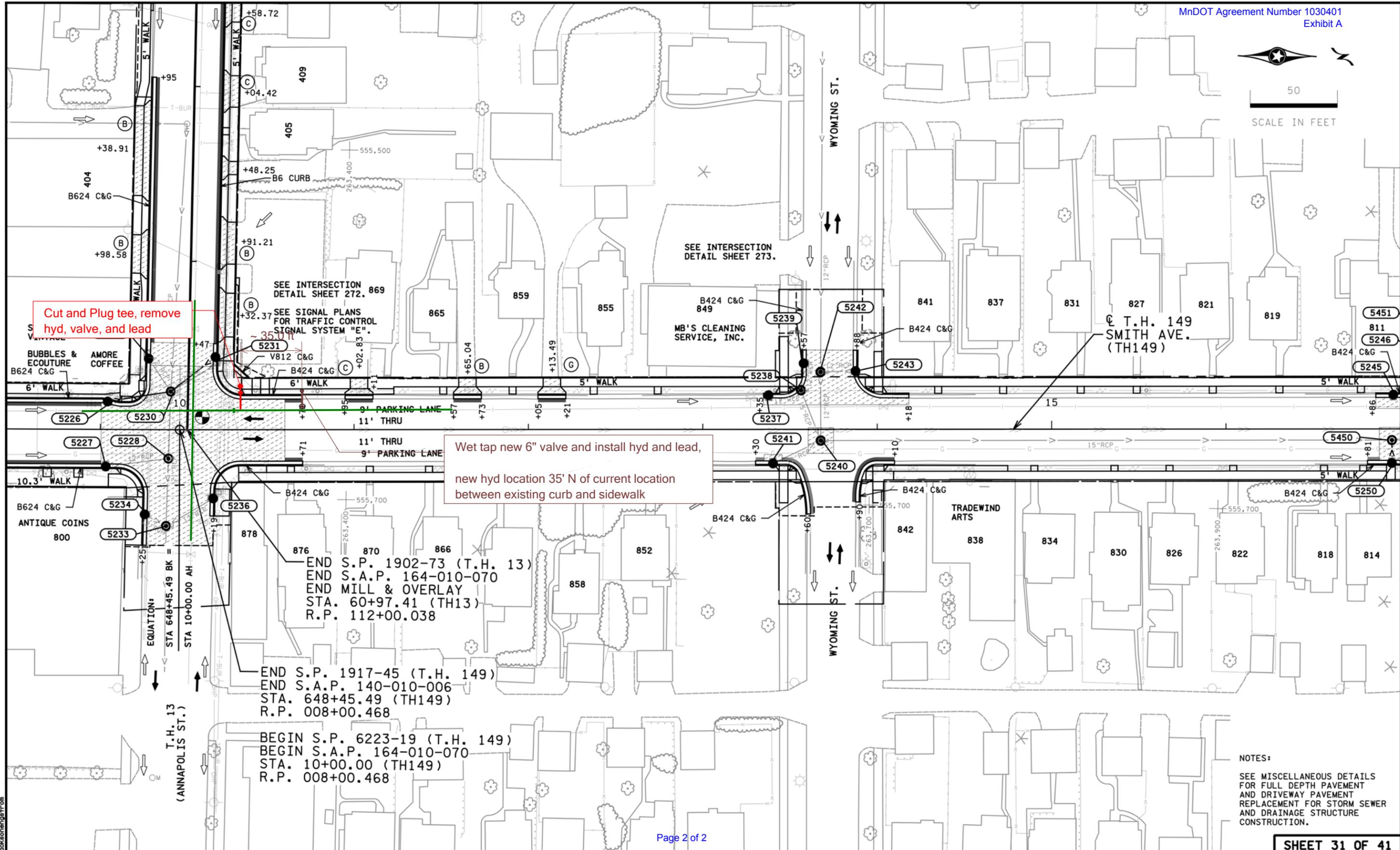
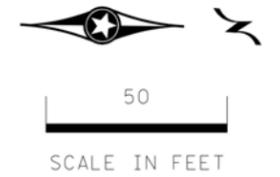
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Print Name: **MATTHEW J. SETTERGREN**
Date: **7/7/2017** License #: **52169**

DRAWN BY
BWL
DESIGNED BY
MJS
CHECKED BY
JDC



MN STATE PROJECT NO.
1917-45
(T.H. 149)
STATE AID PROJECT NO.
164-010-070
140-010-006

MINNESOTA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION & DRAINAGE PLANS
T.H. 149



Cut and Plug tee, remove hyd, valve, and lead

Wet tap new 6" valve and install hyd and lead, new hyd location 35' N of current location between existing curb and sidewalk

SEE INTERSECTION DETAIL SHEET 272. 869
SEE SIGNAL PLANS FOR TRAFFIC CONTROL SIGNAL SYSTEM "E".

SEE INTERSECTION DETAIL SHEET 273.

END S.P. 1902-73 (T.H. 13)
END S.A.P. 164-010-070
END MILL & OVERLAY
STA. 60+97.41 (TH13)
R.P. 112+00.038

END S.P. 1917-45 (T.H. 149)
END S.A.P. 140-010-006
STA. 648+45.49 (TH149)
R.P. 008+00.468

BEGIN S.P. 6223-19 (T.H. 149)
BEGIN S.A.P. 164-010-070
STA. 10+00.00 (TH149)
R.P. 008+00.468

NOTES:
SEE MISCELLANEOUS DETAILS FOR FULL DEPTH PAVEMENT AND DRIVEWAY PAVEMENT REPLACEMENT FOR STORM SEWER AND DRAINAGE STRUCTURE CONSTRUCTION.

7/7/2017 1:31:24 PM Jacksonengstrom

NO	DATE	BY	CHKD	APPR	REVISION

P:\State\MNDOT\1412215100\CAD\DesIgn\VP\an\1917-45\Sect\ons\od191745_cp31.dgn

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Print Name: **MATTHEW J. SETTERGREN**
Date: **7/7/2017** License #: **52169**

DRAWN BY
BWL
DESIGNED BY
MJS
CHECKED BY
JDC



MN STATE PROJECT NO.
1917-45
(T.H. 149)
STATE AID PROJECT NO.
164-010-070
140-010-006

MINNESOTA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION & DRAINAGE PLANS
T.H. 149

S.P. 1917-45 (TH 149)
Agreement 1030401 with Saint Paul Regional Water Service
Summary total for hydrant relocations

Baker Street location	\$7,219.87
Annapolis Street location	\$10,008.79
Total	\$17,228.66

WORK DESIGN ESTIMATE REPORT

Report Select Criteria: WORK_DESIGN_NO = 1700118 PLANT = 01

Report Ordered By: PLANT

Project/Subproject: 18-00-013 / 1

Work Design No: 1700118

Smith Ave @ Annapolis St - Replace WP-2 hyd w ith WP-2S hyd, new location 35' S of Existing due to Ped Ramp and ADA conflicts

DESIGN ESTIMATE SUMMARY	AMOUNT
Material	3,689.51
Labor	2,067.48
Equipment	1,050.60
Other Costs	3,201.20
Discount	0.00
Standard Price Adjustment	0.00
Subtotal	10,008.79
Contractor Amount	0.00
Subtotal w ith Contractor	10,008.79
State	0.00
Federal	0.00
Local	0.00
Estimated Total	10,008.79

DETAILS

Cost Type	Amount
ENGINEERING ADDITIVE	420.94
FRINGES - REGULAR TIME	878.68
MATERIAL ADDITIVES - BILLABLE	1,415.16
OVERHEAD ADDITIVE	486.42
Other Costs Total	3,201.20

Str.	Stock Type / Code	Item Description	Qty.	UOM	Unit Price	Total
WWH	WWH	GATE VALVE-MJRS-6	1.00	EA	529.30	529.30
WWH	WWH	DI PIPE-SJ-6	1.00	EA	378.66	378.66
WWH	WWH	DRIP BOX	1.00	EA	46.13	46.13
WWH	WWH	RETAINER GLAND-6	2.00	EA	17.61	35.22
WWH	WWH	TAPPING SLEEVE-6 X 6	1.00	EA	582.03	582.03
WWH	WWH	PLUG MJ 6	1.00	EA	30.84	30.84
WWH	WWH	Magnesium Anodes	1.00	EA	71.58	71.58
WWH	WWH	PACER 100 FIRE HYDRANT DS WITH STORZ FITTING	1.00	EA	2,015.76	2,015.76

Subtotal	3,689.51
Adjustment	0.00
Material Total	3,689.51

Craft	Description	# of People	Hours	Rate	Total
141A	H HEAVY EQUIP OPR-WATER	1	12	30.97	30.97
141AA	H HEAVY EQUIP OPR - WATER	1	12	26.71	26.71
277-E	H WATER UTILITY WORKER I	2	12	22.43	22.43
297A	H WATER UTILITY WORKER II	1	12	27.16	27.16
369B	B WATER DISTRIBUTION SUPV III	1	12	42.59	42.59

Subtotal	2,067.48
Travel	0.00

WORK DESIGN ESTIMATE REPORT

Subtotal with Travel	2,067.48
Adjustment	0.00
Labor Total	2,067.48

Equipment	Description	Qty.	Duration	UOM	Rate	Total
W_E513-17	Water - 2017 Pickup F450 4X2 #513	1.00	12	HOUR	13.60	163.20
W_E616-12	Water - 2012 Ford step Utilivan #616	1.00	12	HOUR	17.20	206.40
W_E641-12	Water - 2012 Ford F350 pickup #641	1.00	12	HOUR	11.00	132.00
W_E666-14	Water - 2014 INTL TANDEM DUMP TRUCK #666	1.00	12	HOUR	24.25	291.00
W_E785-09	Water - 2009 Case 590 Super M tractor/backhoe #T85	1.00	12	HOUR	21.50	258.00
Subtotal						1,050.60
Adjustment						0.00
Equipment Total						1,050.60

WORK DESIGN ESTIMATE REPORT

Report Select Criteria: WORK_DESIGN_NO = 1700117 PLANT = 01

Report Ordered By: PLANT

Project/Subproject: 18-00-013 / 1

Work Design No: 1700117

Baker St @ Smith Ave - Relocate WP2SC hydrant from NW to NE corner due to Ped Ramp and ADA conflicts

DESIGN ESTIMATE SUMMARY	AMOUNT
Material	1,673.76
Labor	2,067.48
Equipment	1,050.60
Other Costs	2,428.03
Discount	0.00
Standard Price Adjustment	0.00
Subtotal	7,219.87
Contractor Amount	0.00
Subtotal with Contractor	7,219.87
State	0.00
Federal	0.00
Local	0.00
Estimated Total	7,219.87

DETAILS	Amount
ENGINEERING ADDITIVE	420.94
FRINGES - REGULAR TIME	878.68
MATERIAL ADDITIVES - BILLABLE	641.99
OVERHEAD ADDITIVE	486.42
Other Costs Total	2,428.03

Str.	Stock Type / Code	Item Description	Qty.	UOM	Unit Price	Total
WWH	WWH	GATE VALVE-MJRS-6	1.00	EA	529.30	529.30
WWH	WWH	DI PIPE-SJ-6	1.00	EA	378.66	378.66
WWH	WWH	DRIP BOX	1.00	EA	46.13	46.13
WWH	WWH	RETAINER GLAND-6	2.00	EA	17.61	35.22
WWH	WWH	TAPPING SLEEVE-6 X 6	1.00	EA	582.03	582.03
WWH	WWH	PLUG MJ 6	1.00	EA	30.84	30.84
WWH	WWH	Magnesium Anodes	1.00	EA	71.58	71.58

Subtotal	1,673.76
Adjustment	0.00
Material Total	1,673.76

Craft	Description	# of People	Hours	Rate	Total
141A	H HEAVY EQUIP OPR-WATER	1	12	30.97	30.97
141AA	H HEAVY EQUIP OPR - WATER	1	12	26.71	26.71
277-E	H WATER UTILITY WORKER I	2	12	22.43	22.43
297A	H WATER UTILITY WORKER II	1	12	27.16	27.16
369B	B WATER DISTRIBUTION SUPV III	1	12	42.59	42.59

Subtotal	2,067.48
Travel	0.00
Subtotal with Travel	2,067.48
Adjustment	0.00

WORK DESIGN ESTIMATE REPORT

Labor Total 2,067.48

Equipment	Description	Qty.	Duration	UOM	Rate	Total
W_E513-17	Water - 2017 Pickup F450 4X2 #513	1.00	12	HOUR	13.60	163.20
W_E616-12	Water - 2012 Ford step Utilivan #616	1.00	12	HOUR	17.20	206.40
W_E641-12	Water - 2012 Ford F350 pickup #641	1.00	12	HOUR	11.00	132.00
W_E666-14	Water - 2014 INTL TANDEM DUMP TRUCK #666	1.00	12	HOUR	24.25	291.00
W_E785-09	Water - 2009 Case 590 Super M tractor/backhoe #T85	1.00	12	HOUR	21.50	258.00
					Subtotal	1,050.60
					Adjustment	0.00
					Equipment Total	1,050.60