

Agreement between Ramsey County and the City of St. Paul for Engineering and Reconstruction of the Maryland Avenue Bridge, No. 62525

This Agreement is entered into this _____ day of _____, 2013, between Ramsey County, a (“COUNTY”) and the City of Saint Paul (“CITY” or “SAINT PAUL”), both political subdivisions of the state of Minnesota.

WHEREAS, the Maryland Avenue bridge, number 62525, is owned by the COUNTY; and

WHEREAS, the COUNTY requires consultant services for the reconstruction of this bridge (“Project”); and

WHEREAS, the CITY is willing to provide these services

NOW, THEREFORE, the parties agree as follows:

I. TERM OF AGREEMENT

This Agreement will commence as of the date set forth above, and will continue until December 31, 2015, unless otherwise modified, extended or terminated by written mutual agreement of the parties.

II. PROJECT FINANCING AND COMPENSATION

The following is an estimate of the dollar amounts anticipated to complete the Project, and the anticipated sources of funding for the project. In return for consulting services of the CITY, the COUNTY agrees to pay the CITY actual labor expenses, adjusted by the CITY’s overhead factor (currently 2.89), and direct expenses, up to a limit of 22% of the Actual Construction Cost, which sum at this time is estimated to be \$244,000.00.

<u>Preliminary Project Estimate</u>		<u>Project Financing</u>	
Bridge Construction	\$808,000	Federal BIR	\$620,000*
Approach Construction	\$304,000	State Bridge Bonds	\$155,000
CITY E&I \$	\$244,000	CSAH Funds	\$600,000
COUNTY E&I \$	<u>34,000</u>	MSA Funds	<u>\$50,000**</u>
TOTAL	\$1,390,000	TOTAL	\$1,425,000

* Eligible for 2015 Bridge Improvement or Replacement (BIR) Program funding. The COUNTY will request to advance construct this Project and accept reimbursement from this source upon these funds becoming available.

** These funds will be applied for in the CITY’s 2013 CIB Process for 2014 funding. The COUNTY intends to advance construct this Project and accept reimbursement from this source upon those funds becoming available.

The CITY shall provide invoices and be reimbursed by the COUNTY according to the following schedule:

Payment

1st	First Plan submittal to MnDOT for approval:	\$100,000
2nd	Award of Construction Contract:	\$50,000
3rd	50% completion of construction:	\$50,000
Final	Final Inspection:	balance due on up to 22% of Actual Construction Cost

III. SCOPE OF SERVICES

The Public Works Bridge Division of SAINT PAUL will prepare the design plans and specifications for the Project, conduct construction inspection, and provide contract administration services, including assistance with Project letting, contract award, contractor payments, and other necessary tasks as set forth below in SCOPE OF SERVICES, Tasks 1 through 10.

Task 1 - Preliminary Plans

SAINT PAUL will prepare Preliminary Plans. The plans will be prepared using the CITY's survey and topographic information. The design will be performed in accordance with MnDOT State Aid Design guidelines, MnDOT Bridge Design Manual, AASHTO Bridge Design Manual, and the MnDOT Roadway Design Manual. SAINT PAUL will perform the following tasks:

- 1.1 **Project Management** – The CITY will provide updates to the COUNTY Project Manager, monitor the Project budget and progress, maintain correspondence, and provide overall quality assurance and control.
- 1.2 **Base Map** - The CITY will review the electronic topographical survey and develop a base map file for the Project.
- 1.3 **MnDOT Meetings** - The CITY will coordinate, schedule, and attend all MnDOT State Aid Office and Bridge Office meetings deemed necessary by the CITY for successful delivery of the Project.
- 1.4 **Utility Locate** – The CITY will initiate a Gopher State One Call Design Locate.
- 1.5 **Existing Conditions** - The CITY will identify existing utilities (as provided to the CITY by the individual public utilities under the 'Gopher State One Call' Design Locate Program), right-of-way, landmarks, and other pertinent features on the base map. SAINT PAUL will develop horizontal alignment and vertical profiles for the existing bridge and streets. Survey of these items shall be provided as per 1.7.

If needed, the CITY will contract with a geotechnical engineering consultant to perform soil borings and give geotechnical recommendations for the replacement bridge and walls. Costs incurred shall be billed as an expense and shall be subject to the limit of 22% of the actual

construction costs as described in Section II above.

The CITY will contract with a Minnesota Health Department certified asbestos inspector to survey the existing bridge for asbestos laden materials as required by the Minnesota Pollution Control Agency (MPCA). Costs incurred for required environmental survey consultation work that may arise during either the design or construction phases of this Project shall be billed as an expense and shall be subject to the limit of 22% of the actual construction costs as described in Section II above.

- 1.6 **Roadway Design** - The CITY will develop a horizontal alignment and vertical profile for Maryland Avenue.
- 1.7 **Survey** – The CITY will perform the survey services required to design and construct the bridge. Associated costs shall be included in the CITY’s engineering fee, subject to the 22% maximum.
- 1.8 **Preliminary Roadway Plans** - Preliminary roadway modification plans will be developed by the CITY to indicate scope of construction and will be used as a basis for generating the Engineer's Preliminary Estimate of Cost as outlined in Task 5. It is anticipated that the following preliminary plan items will be required:

- Title Sheet
- Existing Conditions and Removals
- Construction Plan and Profile
- Schedule of Quantities
- Typical Street Sections
- Cross-Sections

- 1.9 **Utility Coordination** – The CITY will be responsible for all utility coordination during design and will communicate with identified public and private utility owners to address concerns, and ascertain impacts to their facilities. It is anticipated that coordination will be handled through mail, telephone, and/or email correspondence.

- 1.10 **Railroad Coordination** – There are no known railroads in the Project area, as such no railroad coordination is required.

- 1.11 **Preliminary Bridge Plans** - The CITY will prepare preliminary bridge plans for the recommended replacement bridge. Preliminary bridge plans will be developed to indicate scope of construction and to be used as a basis for generating an Engineer's Preliminary Estimate of Cost as outlined in Task 5. It is anticipated that the following preliminary bridge plan items will be required:

- General Plan and Elevation
- Schedule of Quantities and Typical Section
- Removal Details
- Railing Details
- Deck Details
- Abutment and Pier Details

1.12 **County Coordination –**

The COUNTY Project Manager will attend all meetings with the MnDOT State Aid Office.

The COUNTY will review and comment, as needed, on preliminary bridge plan submitted by the CITY.

Task 2 – Submit Preliminary Plans

The CITY Project Manager will review and address comments from the COUNTY Project Manager before finalizing and submitting the Preliminary Plans, as developed in Task 1, to MnDOT for review and approval.

- 2.1 **Project Management** - The CITY will provide updates to the COUNTY Project Manager, monitor the Project budget and progress, maintain correspondence, and provide overall quality assurance and control.
- 2.2 **Design Advisory Committee** - The CITY will present the Project to the District 6 Community Planning Council.
- 2.3 **Saint Paul Agencies** - The CITY will submit Preliminary Plans to the appropriate Divisions of the Saint Paul Public Works Department and respond to their review comments.
- 2.4 **MnDOT** - The CITY will submit plans to MnDOT and respond to their comments on the preliminary roadway and bridge plans.

Task 3 - Project Memorandum

Based on discussions with MnDOT's Federal Aid Project Manager assigned to this Project, MnDOT has confirmed that a Project Memorandum (PM) will most likely be the environmental documentation required. Tasks include:

- 3.1 **Project Management** – The CITY Project Manager will prepare the Project Memorandum and/or other necessary Federal Aid Forms and submit them to MnDOT for approval.
- 3.2 **Agency Coordination** – The CITY Project Manager will coordinate development of the Project Memorandum with the interested review agencies: MnDOT, Minnesota Department of Natural Resources (MN DNR), Capitol Region Watershed District, MPCA, US Fish and Wildlife, and other identified agencies.

A review of the US Fish and Wildlife National Wetlands Inventory and the DNR Public Water Inventory indicates that wetland impact is unlikely. If, in the process of agency coordination, there appears to be wetland issues or impacts, the CITY will notify the COUNTY prior to beginning Final Construction Plans and the COUNTY will take the appropriate course of action.

- 3.3 **Draft Project Memorandum Report** – The CITY will prepare the PM report and submit to

MnDOT for review and comment.

- 3.4 **Final Project Memorandum Report** – The CITY will incorporate review comments and prepare the Final PM report for submittal to MnDOT for approval.

Task 4 - Final Construction Plans and Specifications

Based on the approved preliminary plans, the CITY will prepare final review plans in accordance with the standards described in Task 1. After incorporating final review comments, the final roadway and bridge construction plans and documents will be submitted.

- 4.1 **Project Management** – The CITY will provide updates to the COUNTY Project Manager, monitor the Project budget and progress, maintain correspondence, telephone records, and provide overall quality assurance and control.
- 4.2 **Final Design Meeting** - The CITY will meet with the COUNTY Project Manager to discuss course of action, review comments, and design issues prior to commencing final roadway and bridge design.
- 4.3 **Final Roadway Plans** - Based on the preliminary plans and review comments, final roadway plans will be developed by the CITY, and will be used as a basis for generating the Engineer's Final Estimate of Cost as outlined in Task 5. It is anticipated that the following final roadway plans will be required:

- | | |
|-----------------------------------|----------------------------|
| -Title Sheet | -Storm Sewer Plans |
| -Schedule of Quantities | -Turf Establishment |
| -Typical Sections | -Signing and Striping Plan |
| -Alignment Plan and Tabulation | -Traffic Control Plan |
| -Existing Conditions and Removals | -Miscellaneous Details |
| -Construction Plans and Profiles | -Cross-Sections |
| -Standard Details | -Utility Tabulation |
| -Temporary Erosion Control Plan | -Lighting Plans |

- 4.4 **Final Bridge Plans** - Based on preliminary bridge plans and review comments, final bridge plans will be developed by the CITY and will be used as a basis for generating an Engineer's Final Estimate of Cost as outlined in Task 5. It is anticipated that the following final bridge plans will be required:

- | | |
|---|-------------------------|
| -General Plan and Elevation | -Deck Details |
| -Schedule of Quantities and Typical Section | -Railing Details |
| -Removal Details | -Substructure Details |
| | -Superstructure Details |

- 4.5 **Specifications** – The CITY will develop Division S and SB Special Provisions sections and incorporate them into Specifications provided by MnDOT and the COUNTY.

The CITY will submit the plans and specifications to the COUNTY Project Manager for review. The CITY will address any comments and submit the plans and specifications to MnDOT for review and approval.

Task 5 - Engineer's Estimate

The CITY will prepare and submit a preliminary and final Engineer's Estimate of Cost:

- 5.1 **Project Management** – The CITY will provide updates to the COUNTY Project Manager, monitor the Project budget and progress, maintain correspondence, and provide overall quality assurance and control.
- 5.2 **Preliminary Construction Cost Estimate** – The CITY will prepare an Engineer's Estimate of Cost for the preliminary roadway and bridge plans.
- 5.3 **Final Construction Cost Estimate** – The CITY will prepare an Engineer's Estimate of Cost for the final roadway and bridge plans.

The CITY will submit the final cost estimate to the COUNTY Project Manager for concurrence, in its sole discretion, prior to submitting the estimate to MnDOT.

Task 6 - Environmental and Historical Review

We do not anticipate any historical issues on this Project. Refer to Task 3 for a description of the environmental considerations.

Task 7 - Permits and Right of Way

The CITY will prepare and submit applications for permits identified below. Permit application tasks include:

- 7.1 **Project Management** – The CITY will provide updates to the COUNTY Project Manager, monitor the Project budget and progress, maintain correspondence, and provide overall quality assurance and control.
- 7.2 **Permit Applications** – The CITY will prepare and submit the following permit applications: MPCA NPDES permit including SWPPP (copy to State), MN DNR, and Capitol Region Watershed District. Any permit costs incurred by the CITY shall be billed as an expense subject to the limit of 22% of the actual construction costs as described in Section II above.
- 7.3 **Permit Meetings** – The CITY will coordinate with all permitting agencies and other government agencies as necessary to gain approval and successfully deliver the Project.
- 7.4 **Right-Of-Way Certificate** - The CITY will prepare and submit the Project Right-of-Way certificate to MnDOT. The COUNTY shall be responsible for any additional costs of easements

and Right of Way and for the transaction fees associated with them. Although it is not anticipated that right-of-way/easement acquisition will be required for the Project, The CITY shall be reimbursed actual costs incurred for administrative/professional services rendered subject to the limit of 22% of the actual construction costs as described in Section II above.

- 7.5 **Utility Relocation Certificate** – The CITY will prepare and submit the utility relocation certificate to MnDOT.

Task 8 - Coordination and Preparation of Bid Package

The COUNTY will prepare the bid package with assistance from the CITY Project Manager. Tasks involved include:

- 8.1 **Coordination Meeting** – The COUNTY will meet with CITY staff prior to advertisement for bids to discuss requirements of bid package.
- 8.2 **Pre-bid Meeting** – THE CITY will attend any Pre-bid conference conducted by City/County Contract Analysis (“CAS”).
- 8.3 **Plan Interpretations** – The CITY will, in coordination with the COUNTY and CAS, provide plan interpretations for prospective contractors during the letting process.
- 8.4 **Bid Package Submittals** – The COUNTY will be responsible for all bidding coordination with CAS. The CITY will provide the COUNTY with the final plans and required Divisions of the Special Provisions, advertisement for bids, proposal form, contract schedule (bid form) and any required addenda

Task 9 - Review Bids

- 9.1 **Attend Bid Letting** - The CITY will attend bid letting with the COUNTY Project Manager.
- 9.2 **Bid Check** – The CITY will check all submitted bids for correctness and accuracy.
- 9.3 **Recommendation** - The CITY will review bid results and provide an award recommendation and communicate results to the COUNTY.

The COUNTY will be responsible for providing the notice of to the successful bidder and will hold the construction contract with the Contractor.

Task 10 - Construction Observation

The CITY will be responsible for the overall administration and inspection of the construction phase of the Project in accordance with MnDOT Delegated Contract Process (DCP) for Federal Aid projects. Tasks associated with construction observation include:

- 10.1 **Project Management** – The CITY Project Manager will provide updates to the COUNTY Project Manager, monitor the Project budget and progress, maintain correspondence, and

provide overall quality assurance and control.

- 10.2 **Preconstruction Conference** - The CITY Project Manager will schedule, conduct, and prepare and distribute meeting minutes associated with a preconstruction conference. The CITY will provide the administration of Request for Sublet documentation.
- 10.3 **Weekly Progress Meetings** - The CITY Project Manager will schedule and conduct weekly progress meetings during the construction phase.
- 10.4 **EEO Labor Compliance** – The CITY will conduct payroll field surveys, review payrolls if required for compliance with the Davis-Bacon Act, and monitor the Contractor’s Project posting board for compliance with all EEO requirements.
- 10.5 **Change Orders** - The CITY’s Project Manager will prepare and approve all necessary change orders.
- 10.6 **Partial/Final Payments** - The CITY’s Project Manager will prepare and submit monthly partial payment estimates to the COUNTY. The format of the payments will be developed by the COUNTY. The COUNTY will process all payments.
- 10.7 **Shop Drawing Review** – The CITY will review shop drawings submitted by the Contractor.
- 10.8 **Final Inspection** - The CITY will conduct final inspection and perform final Project walk through in the company of the COUNTY, MnDOT, and Contractor. The CITY will develop a list of incomplete items and coordinate fulfillment of the Contractor's contract.
- 10.9 **Final Paperwork Submittal** – The CITY will turn over all relevant Project documentation to the COUNTY Project Manager, to aid the COUNTY in closing out the Project.
- 10.10 **Project Field Representative** The CITY will provide a full-time inspector at the site during construction. As required, the inspector will be certified by MnDOT to represent the COUNTY for federally-funded projects. The CITY will perform the following tasks:
 - Attend weekly progress meetings with Contractor and involved stakeholders.
 - Serve as liaison with the Contractor, working principally through Contractor's superintendent, and assist Contractor in understanding the intent of the Contract Documents.
 - Receive, review, and approve shop drawings and samples.
 - As required for federally-funded projects, conduct full-time on-site observations of the Project work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
 - Lead the coordination of construction activities with identified utility owners.
 - Work with the Contractor to ensure traffic control measures required by the contract special

provisions are satisfied

- Coordinate construction material testing and observation. The CITY will secure the services of MnDOT for all material testing required for the Project. Costs incurred shall be billed as an expense subject to the limit of 22% of the actual construction costs as described in Section II above.
- Keep a diary or log book. The diary or log book shall record hours on the job site; weather conditions; data relative to questions of extras or deductions daily activities, decisions, and observations; and specific observations in more detail as in the case of observing test procedures.
- Assist with preparation of applications for payment.

10.11 **Agency Coordination** – The CITY shall be responsible for all agency coordination during the construction phase, including all coordination with MnDOT, the utility companies, permitting agencies, and other government agencies.

IV. SCHEDULE

Submit Plan for MnDOT Review	May, 2013
Final Plan Approval	June, 2013
Advertise	Late June, 2013
Recommend Award	July, 2013
Begin Construction	Mid July, 2013
Substantial Completion	November, 2013
Project Documents to RAMSEY CO.	June, 2014

V. CONTACT PERSONS, NOTICES

The primary contact person for the CITY will be: Glenn Pagel and the primary contact person for RAMSEY COUNTY will be: Beth Engum. Any notices and written or oral communications required under this Agreement shall be made or delivered to the designated contact persons as follows:

To SAINT PAUL: **Glenn Pagel, P.E.**
25 West 4th Street, Suite 800
St. Paul, Minnesota 55102
(651) 266-6187
glenn.pagel@ci.stpaul.mn.us

To RAMSEY COUNTY: **Beth Engum, P.E.**
1425 Paul Kirkwood Drive
Arden Hills, Minnesota 55112
(651) 266-7115
beth.engum@co.ramsey.mn.us

VI. GENERAL TERMS AND CONDITIONS

1. Subject to the terms of this Agreement, the parties shall each be responsible for their own acts and the consequences thereof. Each party's liability under this Agreement may be limited by applicable law. Neither party waives any statutory or common law defenses, immunities, exceptions or rights.
2. The performance of any and all duties or obligations by either of the parties under this Agreement shall be as independent contractors and not as agents, employees or representatives of the other party, and no persons employed or utilized by a performing party shall be considered the employees, representatives or agents of the other party.
3. Neither party shall be deemed in default of this provisions of this Agreement in the event of a Force Majeure situation, provided the party claiming Force Majeure takes immediate and diligent steps to bring itself into compliance as soon as possible, under the circumstances and without endangering the health, safety and welfare of either party.
4. Any alterations, modifications or waivers of provisions of this Agreement shall be valid only when reduced to writing and signed by both parties.

**CITY OF SAINT PAUL
APPROVED AS TO FORM:**

Saint Paul City Attorney Date

APPROVED:

Christopher B. Coleman, Mayor Date

Director of Public Works Date

Director of Financial Services Date

**RAMSEY COUNTY
APPROVED AS TO FORM:**

Ramsey County Attorney Date

APPROVED:

County Administrator Date

County Engineer Date