

RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

12

Presented by

David James

- 1 WHEREAS, the Metropolitan Council and the City of Saint Paul desire to work cooperatively to minimize the impact of the
2 downtown alignment on the facilities owned and operated by the City; and
3
4 WHEREAS, the Metropolitan Council expects to receive a Letter of No Prejudice (LNOP) from the FTA in early July 2009
5 allowing the advanced relocation of utilities within the project right of way for 4th Street between Cedar Street and Broadway
6 Street in downtown Saint Paul beginning in the summer of 2009; and
7
8 WHEREAS, if the Metropolitan Council receives an LNOP for the Advance Utility Relocation by July 2009, the Council will
9 enter into a construction contract for the Advance Utility Relocation, with construction starting in early August 2009; and
10
11 WHEREAS, the City owns facilities that will need to be relocated and adjusted as part of the Advance Utility Relocation and
12 Metropolitan Council recognizes that the relocation and adjustment of the utilities and reconstruction of 4th Street between Cedar
13 Street and Broadway Street must be done in a timely manner; and
14
15 WHEREAS, the intent of this Agreement is to address the timing, design, scheduling, funding, construction, and quality
16 oversight issues related to the Advance Utility Relocation to avoid delaying the CCLRT project.
17
18 THEREFORE, BE IT RESOLVED, that the proper city officials be authorized to execute this agreement on behalf of the City.

	Yeas	Nays	Absent
Bostrom	✓		
Carter	✓		
Harris	✓		
Helgen	✓		
Lantry	✓		
Stark	✓		
Thune			✓
	6	0	1

Adopted by Council: Date 5/20/09

Adoption Certified by Council Secretary

By: Mary EricksonApproved by Mayor: Date 5/29/09By: Chris Muller

Requested by Department of:

DANIEL A. HARK

By: Public Works

Approved by the Office of Financial Services

By: [Signature]

Approved by City Attorney

By: Lisa D. Veith

Approved by Mayor for Submission to Council

By: Nancy P. Horner 5.12.2009

COOPERATIVE RECONSTRUCTION
AND
UTILITY RELOCATION AGREEMENT
BY AND BETWEEN THE METROPOLITAN COUNCIL AND
THE CITY OF ST PAUL

This Cooperative Reconstruction and Utility Relocation Agreement ("Agreement") is made and entered into on the effective date by and between the Metropolitan Council (the "Met Council") and the City of St. Paul (the "City") (collectively, the "Parties").

WHEREAS:

1. The Met Council is currently in the design phase of the Central Corridor Light Rail Transit ("CCLRT") project, which line will run from downtown St. Paul to downtown Minneapolis.
2. The local preferred alternative routing of the Met Council's CCLRT project is along 4th Street from Minnesota Street to Broadway Street ("Downtown Alignment") and will impact facilities owned and operated by the City
3. The Met Council and the Minnesota Department of Transportation ("MNDOT") have entered into a cooperation agreement related to the CCLRT project and MNDOT pursuant to its statutory powers has taken over 4th Street by a Commissioners Order and has issued a Notice and Order to City to relocate and adjust certain utilities within the project right of way along 4th Street.
4. The CCLRT project is scheduled to begin major construction activities in late summer 2010, after the Met Council enters into a Full Funding Grant Agreement with the Federal Transit Administration (the "FTA"). The Met Council expects to receive a Letter of No Prejudice ("LONP") from the FTA in early July 2009 allowing the advanced relocation of utilities within the project right of way for 4th Street between Cedar Street and Broadway Street in downtown St. Paul beginning in the summer of 2009 ("Advance Utility Relocation"). If the Met Council receives an LONP for the Advance Utility Relocation by July 2009, the Council will enter into a construction contract for the Advance Utility Relocation, with construction starting in early August 2009. The City owns facilities that will need to be relocated and adjusted as part of the Advance Utility Relocation.
5. The Parties desire to work cooperatively to minimize the impact of the Downtown Alignment on the facilities owned and operated by City. Met Council recognizes that the relocation and adjustment of the utilities and reconstruction of 4th Street between Cedar Street and Broadway Street must be done in a timely manner. The intent of this Agreement is to address the timing, design, scheduling, funding, construction, and quality oversight issues related to the Advance Utility Relocation to avoid delaying the CCLRT project.
6. The Advance Utility Relocation will be carried out pursuant to the requirements of Minnesota law and in conformance with 23 CFR Part 645 and FTA Circular C 5010.1D, Chapter IV, Section 4c.

NOW, THEREFORE, in consideration and reliance upon the agreements herein, the Parties agree as follows:

ARTICLE I Definitions

For the purposes of this Agreement the following definitions shall apply:

1. Authorized Representative. "Authorized Representative" means the person from each Party who has been identified as such and who has the authority to act on behalf of each Party on this project and with respect to this Agreement.
2. Advance Utility Relocation or Utility Relocation. "Advance Utility Relocation" or "Utility Relocation" means the adjustment of any Utility along 4th Street in downtown St. Paul between Cedar Street and Broadway Street as required by the CCLRT project. This may include removing and reinstalling the Utility (including necessary temporary facilities), moving or rearranging a Utility, replacing a Utility (if needed) and taking any necessary safety and protective measures.
3. Betterment. "Betterment" means the upgrading or the addition of any Amenity or Utility being relocated that is not attributable to the CCLRT project and is made solely for the benefit of and at the election and cost of City.
4. Cost of Relocation. The "Cost of Relocation" means the entire amount paid by or on behalf of City properly attributable to relocation of the Utilities after deducting from that amount any increase in value of the new facility, and any salvage derived from the old facility.
5. Final Acceptance. "Final Acceptance" means the written statement by the City that all Advance Utility Relocation work has been completed in accordance with this Agreement.
6. Interim Period. "Interim Period" means the time period between the completion of the Advance Utility Relocation or utility Relocation and the commencement of Civil East Construction.
7. Project. Project means Utility Relocation along 4th Street in Downtown St. Paul between Cedar Street and Broadway Street as required by the CCLRT project.
8. Salvage Value. "Salvage Value" means the amount received from the sale of any utility that has been removed or the amount at which the recovered material is charged to the City accounts, if retained for reuse.
9. Temporary Work. "Temporary Work" means all work completed during the relocation of facilities and work covered under the advance utility construction phase.
10. Utility or Utilities. "Utility" or "Utilities" means a City owned sanitary and Storm sewer systems, traffic signals, and street lighting, and privately owned sanitary and storm sewer service connections.

ARTICLE II Advance Utility Relocation and 4th Street Restoration

1. Design Plans and Specifications. The Met Council shall prepare the design plans and specifications for the relocation of the Utilities and restoration of 4th Street in St. Paul from Cedar Street to Broadway Street for the 4th Street Advance Utility Construction Project and shall submit the design plans and specifications to City for their review and approval. The design plans shall show the location, length, size and/or capacity of the Utility and the type, class, pertinent operating conditions and design features of the existing, proposed and temporary facilities, including any proposed changes to them, using appropriate nomenclature, symbols legend, notes, color coding, etc. The design plans and specifications shall include the plan scale and date, the horizontal and, where appropriate, the vertical location of the Utilities. Also, the design plans shall include the restoration work related to the streetscape, street lighting, and traffic during construction. The design plan and specifications shall be on file at the Met Council's CCLRT project office (the "Plans").

2. Schedules. Met Council shall, in consultation with City, prepare final schedules for the Advance Utility Relocation and the completion of restoration work in conjunction with the other work to be performed along 4th Street contemporaneous with the Utility Relocation and shall submit the final schedules to City for their review and approval. The City's approval shall not be unreasonably withheld or delayed. Once the final schedules has been approved, any significant changes to the schedules, for whatever reason, shall be made by mutual agreement between the Parties. The final schedules shall be attached hereto as **Exhibit A**.

3. Installation of Preliminary and Temporary Facilities. City shall, in consultation with the Met Council and in conjunction with the other work to be performed along 4th Street contemporaneous with the Advance Utility Relocation, install all preliminary and temporary utilities as needed. Met Council shall reimburse City in accordance with Article III for all actual and allowable costs associated with the installation of the preliminary and temporary utilities and relocation work as shown in **Exhibit B**.

4. Right of Entry. MnDOT, on behalf of Met Council, will obtain the temporary easements needed on private property for the Advance Utility Relocation work. Met Council/MnDOT will coordinate the acquisition of the temporary easements with City.

5. Contract for Relocation. The Met Council shall contract for the Utility Relocation and restoration work. The Met Council shall endeavor to relocate the Utilities and reconstruct 4th Street within the time frames established in the schedules as reviewed and approved by the City. The Met Council shall relocate the Utilities and reconstruct 4th Street in accordance with the plans and specifications.

6. Liability and Property Damage Insurance. The Met Council shall require the successful bidder to provide and maintain insurance during the life of the contract and until the work to be performed has been fully accepted by the City. The coverage shall be the following:

A. For and on behalf of the Met Council and the City, as joint assureds, and with a cross liability endorsement protecting the City and Met Council from claims or damages for personal injuries, including accidental death, as well as for claims for property damage which may arise from operations under the contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. The contractor may require each of its subcontractors to procure and maintain during the life of its subcontract similar liability coverage.

The amount of such insurance will be as follows:

- i. Liability Insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to, or death of one person, and subject to the same limit for each person in a total amount of not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) on account of one occurrence.
- ii. Property damage insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property in any one occurrence, and subject to that limit, a total limit of One Million Five Hundred Thousand Dollars (\$1,500,000.00).

Property Damage Liability Coverage shall include coverage for hazards of explosion, collapse and damage to underground property.

- iii. Worker's Compensation and Employer's Liability
 - a) Worker's Compensation per Minnesota Statutes.
 - b) Employer's Liability shall have minimum limits of \$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.
 - c) Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a letter verifying their number of employees and a statement that they do not carry this coverage.

Property Damage Liability Coverage shall include coverage for hazards of explosion, collapse and damage to underground property.

The contractor shall be responsible for all deductibles or retentions which may apply to any of the insurance coverages.

B. The contractor shall not commence work under the contract until it has obtained the required insurance, and such insurance has been approved by the Met Council and the City. Any such insurance shall be written by an insurance company or companies duly licensed with the State of Minnesota.

Met Council shall request that the contractor shall deposit with the Met Council the original, or a certified duplicate copy thereof, as applicable to this project, of the Liability and Property Damage Insurance Policies required hereunder.

The contractor shall furnish the Met Council and the City with a certificate of insurance from the insurance company issuing the policies for Worker's Compensation Insurance and such other insurance as is herein required. Certificates of insurance shall name the City of Saint Paul, and their officials, employees, agents and representatives, as additional insureds with respect to general liability. All policies and certificates shall provide that the policies shall give thirty (30) days written

notice to the Met Council and the City before cancellation, material change or non-renewal.

7. Change Orders. The Advance Utility Relocation work may be changed or modified at the request of either the City or the Met Council, with the written consent of the other. Any proposed change to the Utility Relocation work will be clearly and fully defined in writing, and approved by both the City and Met Council. The written notice must describe the nature and cost of the additional work and provide reason(s) to support the request. Change orders must be consistent with the basic purpose of this Agreement and within the general scope of Utility Relocation work identified on the plans and specifications.

8. Status Reports and Inspection. The Met Council shall provide City with daily progress reports on a weekly basis on the status of the Utility Relocation and restoration work and shall consult with City regarding coordination and sequencing. City shall have the right to oversee and inspect all Utility Relocation work under the overall supervision of the Met Council's onsite staff. City's Authorized Representative shall have the direct authority to answer contractor questions or make plan clarifications on utilities in the field as long as the communication does not result in scope, schedule, or budget changes. The City's Authorized Representative shall document all oral direction given to the Contractor and submit the documentation to the Council's Authorized Representative within one day of providing direction or clarification. City's Authorized Representative, in consultation with Met Council's Authorized Representative, shall have the right to accept or reject work as noted in the specifications and provide acceptance via a signed inspection form prior to allowing the contractor to progress with the next stage of Utility Relocation work.

9. Other City Responsibilities. The City shall review and approve the contract special provisions. The City shall review and approve the Weekly Utility Report.

The City shall perform inspection of all Utility construction and connections as described earlier and shall supervise the testing of the new Utilities. The City shall make a final inspection with the Met Council. The City shall, within ten (10) working days of the final inspection, notify the Met Council's Authorized Representative, in writing of any defects. Upon such notification, the Met Council shall take the necessary steps to have the Met Council's contractor correct the defects identified by the City. If such notification is not forth coming within ten (10) working days of the final inspection, the Met Council may deem the installation acceptable. City costs related to this inspection shall be reimbursed by Met Council as previously identified in Article II Section 3 and in **Exhibit B**.

The City Right-of-Way Division shall perform private utility permit review and inspection or private utility relocations in the right of way. Met Council shall reimburse City for all actual, allowable, allocable and reasonable costs the City incurs performing its obligations pursuant to private utility permit review and inspection, in an amount not to exceed \$20,000.00 as shown in **Exhibit B**.

10. Estimated Cost of Advance Utility Relocation work and Not to Exceed Amount. City shall prepare the estimate including labor and materials for the reimbursable costs to the City as identified in Article II Section 3. The estimate shall be attached hereto as **Exhibit B** and shall be prepared by City in accordance with Article III. The total obligation for all financial commitments to the Met Council under this Agreement cannot exceed \$ 315,900.00. Reimbursement shall be based on actual costs for work that conforms to this Agreement. This

limitation applies regardless of whether the obligation of the Met Council is direct or indirect; whether it pertains to preparing design plans and specifications for the physical relocation of the public utilities; or whether it pertains to any other claim under this Agreement.

11. Reallocation of Costs. The City may request that the allocation of costs (as set forth on **Exhibit B**) be modified. The request for modification must be made to the Met Council's Authorized Representative and must include a proposed revised **Exhibit B**. Such modification will be effective upon written acceptance of the proposed revised exhibit by the Met Council's Authorized Representative (or his designee). Upon such acceptance, the City's proposed revised **Exhibit B** shall become part of Cooperative Reconstruction and Utility Relocation Agreement and shall replace the previously approved **Exhibit B**. However, no reallocation provided for in this paragraph may result in an increase in the overall authorized expenditure amount of the Cooperative Reconstruction and Utility Relocation Agreement. Any such increase in the overall authorized expenditure amount shall require a formal written amendment to this Cooperative Reconstruction and Utility Relocation Agreement.

12. Record Drawings. Within one hundred and twenty (120) days after completion of the Utility Relocation work the Met Council shall submit a copy of the record drawings to City. Drawings shall be in AutoCAD and include plan and profile view. Drawings shall include any customized Plot Style Tables (.ctb or .stb) or line types (.lin) and shall not require links to other drawings.

13. Ownership of Utilities. Upon the expiration of the one year warranty period described in Article V Section 9 the City shall acquire ownership of the new, modified or relocated sanitary and storm sewer mains, traffic signals and street lighting after the Utility Relocation work has been completed and the Final Acceptance has been executed by the City.

14. Public Information and Community Relations. Met Council will incorporate contract provisions for PUBLIC INFORMATION and COMMUNITY RELATIONS as provided in **Exhibit C**

ARTICLE III

Sanitary/Storm Sewer, Streetscape, Traffic Signs, Traffic Signals, Traffic Control, Parking and Street Lighting

With respect to the Project, the Parties agree that the following shall apply:

1. Sanitary and Storm Sewer System and Privately Owned Sanitary and Storm Sewer Services.

A. Responsibilities during Construction:

i. City is responsible for assisting in inspecting City owned sanitary and storm sewer systems and private sanitary and storm sewer services relocated as described in Article II section 8;

ii. Met Council is responsible for:

a. Reconstructing all active sanitary and storm sewer services and appurtenances shown in the project plans, from ROW (or outside limit of areaway if applicable) to the sanitary or storm sewer main;

- b. Abandoning all inactive sanitary and storm sewer services as shown in the Plans and Specifications and cap the service at depth encountered;
- c. Determining the status (active or inactive) of unverified or unexpected sanitary and storm services encountered and either replace or abandon as noted above as applicable;
- d. Documenting all service work in a format acceptable to Saint Paul Public Works. This shall include drawing up a "no fee" sewer connection permit for each reconstructed service and each capped service;
- e. Installing, maintaining, removing all temporary sanitary and storm sewer drainage facilities and erosion control measures as shown in the Plans and Specifications;
- f. Coordination with the property owners for all service impacts and providing a minimum of 48 hours notice before any services may be disrupted.

B. Responsibilities for On-going Maintenance:

- i. The City is responsible for routine maintenance of the sanitary and storm sewer, without cost or expense to the Met Council.
- ii. Met Council is responsible for:
 - a. Preparing, with consultation with the City, a long term operation and maintenance plan covering sanitary and storm sewer facilities. Plan to include maintenance, repair and reconstruction of sanitary and storm sewer mainline and private services. Plan shall also include requirements for working near tracks, permitting functions and locating responsibility under Gopher State One Call (GSOC) legislation and shall define cost responsibilities.
 - b. Reimbursements to City for costs to modify offset manholes to facilitate maintenance by installation of rollers, sleeves, guides, and other related costs.

C. Payment. Met Council shall reimburse City for all actual, allowable, allocable and reasonable costs the City incurs performing its obligations pursuant to 1. Sanitary and storm sewer system and privately owned sanitary and storm sewer services pursuant to Section 1.A.i above, in an amount not to exceed \$8,500.00 as shown in **Exhibit B**.

2. Streetscape, Traffic Signs, Parking meters, pavement markings.

A. Responsibilities during Construction:

- i. City is responsible for:
 - a. Assisting in inspection of facilities that will be owned and maintained by the city upon completion of this project as described in Article II section 8;
 - b. The cost difference, as a betterment, between the cost of brick pavers and the baseline cost of concrete. This betterment is located on both sides of 4th Street from

Minnesota Street to Sibley Street on both sides of 4th Street from Wacouta Street to Wall Street and on the south side of 4th Street from Wall Street to Broadway Street;

c. Relocating or coordinating relocation of public art currently located on Broadway Street between 4th Street and 5th Street;

d. Hooding and/or removing parking meter heads from both sides of 4th street from Minnesota Street to Broadway Street in accordance with the Plans;

e. Providing sign collars for signs to be installed in sidewalks.

f. Implementing parking regulations and revisions to truck loading zones, bus stops and one-way street designations and City Council approvals as necessary to implement.

ii. Met Council is responsible for:

a. Installing boulevard pavers, structural soil, and planting 8 trees (four 'Skyline' Honey Locust and four 'Discovery' Elm) on the north side of 4th Street between Sibley Street and Wacouta Street as shown on the Plans;

b. Salvaging granite cobblestones uncovered in the excavation limits from Jackson Street to Sibley Street. Cobblestones shall be stacked and palletized and delivered to St. Paul Public Works yard under the 3rd Street Bridge;

c. Removing and/or installing signs and pavement markings as shown on the Plans; and.

d. Enforcing contractor provisions for traffic control.

B. Responsibilities for On-going Maintenance:

i. The City is responsible for:

Interim: Operating and maintaining Signs, Parking meters.

Long Term: Ownership and maintenance of the eight new trees planted on the north side of 4th Street between Sibley Street and Wacouta Street.

ii. Met Council is responsible for maintaining all pavement markings.

Met Council is responsible for preparing, in consultation with the City, a long term operations and maintenance plan covering snow removal, sweeping, graffiti removal, LRT related signing, pavement markings in rail operating areas, and requirements for working near tracks. Plan will also include cost responsibilities.

C. Payment.

Met Council shall reimburse City for all actual, allowable, allocable and reasonable costs the City incurs performing its obligations 2. Streetscape, Traffic

Signs, Parking Meters, Pavement Markings as shown in Section 2.A.i above in an amount not to exceed \$64,400.00 as shown in **Exhibit B**.

The City shall reimburse Met Council for the difference between the actual cost of installing boulevard pavers versus the actual cost of installing concrete sidewalk. Estimated cost for this work is \$50,000.00 as shown in **Exhibit B**.

3. Traffic Signals.

A. Responsibilities during Construction:

i. City is responsible for:

- a. Assisting in inspection of signal systems as shown on the Plans and as described in Article II section 8;
- b. Removing or coordinating removal and reinstallation of police cameras from traffic signals located on signal poles along 4th Street between Minnesota Street and Broadway Street;
- c. Installing and/or modifying temporary traffic signals for the duration of the Project at the intersections of 4th Street and Minnesota Street, Robert Street, Jackson Street, and Sibley Street. Installation shall be pre-approved by Met Council. City shall submit a plan of work to Met Council two days before work begins;
- d. Installing or modifying temporary control cabinets. Control cabinet locations shall be determined by the City and approved by Met Council;
- e. Paying for monthly electrical service expenses necessary to operate the traffic control signals and interconnect;
Hook-up cost and application to secure an adequate power supply to the service pads or poles for temporary traffic signals with costs reimbursed by Met Council;
and
- f. Installing and/or modifying temporary traffic signal interconnect for the duration of the Project along 4th Street between Minnesota Street and Sibley Street.

ii. Met Council is responsible for:

- a. Installing interconnect fiber optic conduit along 4th Street between Minnesota Street and Broadway Street. Conduit shall contain a pull/trace wire as shown on the Plans. Fiber shall be installed as part of a future contract;
- b. Installing traffic signals that will be used in the interim period as shown on the Plans;
- c. Installing interconnect cable and conduit along 4th Street between Minnesota Street and Sibley Street as shown on the Plans;

d. Installing handholes (pull boxes) to access interconnect conduits (fiber optic and copper cable) as shown on the Plans; and

e. Salvaging existing signal systems on 4th Street at Minnesota Street, Robert Street, Jackson Street and Sibley Street as shown on the Plans.

B. Responsibilities for On-Going Maintenance:

i. The City is responsible for:

Temporary: maintaining the temporary traffic control signals and temporary signal interconnect within the Project limits in cooperation with the Contractor.

Interim: Maintaining the interim traffic control signals and interim signal interconnect within the Project limits upon Final Acceptance by the City without cost to Met Council; and

Determining timing and operation of traffic signals and EVP systems.

Long Term: maintaining and operating all traffic control systems.

ii. Met Council is responsible for:

Interim: Met Council is responsible for enforcing contract provisions on the contractor including a one-year Warranty of Relocated Utilities period as described in Article IV Section 9, subject to the provisions identified in the project specifications.

Long Term: Met Council is responsible for preparing, in consultation with the City, a long term operations and maintenance plan covering maintenance of signal facilities that are used for train operations such as: Rail Signal indications, co-located facilities, detection systems, UPS systems, response times to non-functioning systems, requirements for working near tracks, permitting functions and locating responsibility under GSOC legislation. Plan will also include cost responsibilities.

C. Payment. Met Council shall reimburse City for all actual, allowable, allocable and reasonable costs the City incurs performing its obligations pursuant to 3. Traffic Signals as shown in Section 3.A.i above, in an amount not to exceed \$156,000.00 as shown in **Exhibit B**.

4.. Street Lighting.

A. Responsibilities during Construction:

i. City is responsible for:

a. Assisting in inspection of street lighting systems as shown on the Plans and as described in Article II section 8;

- b. Providing to the Contractor Single Globe Style street lights as shown on the Plans;
- c. Providing to the Contractor Bent Straw Style street lights as shown on the Plans;
- d. Providing to the Contractor Three Globe and Five Globe Lowertown Style street lights as shown on the Plans;
- e. Installing and/or modifying temporary street lights for the duration of the Project; and
- f. Installing and/or modifying existing street lighting feed points or circuits to maintain lighting in and around the project area.
- ii. Met Council is responsible for:
 - a. Installing street lights as provided by the City as shown on the Plans;
 - b. Furnishing and installing all underground conduit, foundations, wiring, feed points and associated street lighting infrastructure as shown on the Plans;
 - c. Salvaging existing street lights on 4th Street between Minnesota Street and Broadway Street as shown on the Plans, and delivering them to Saint Paul Traffic Operations at 899 North Dale Street.

B. Responsibilities for On-going Maintenance:

- i. The City is responsible for:

Temporary: City is responsible for maintaining all temporary street lighting and existing street lighting circuits within and around the Project limits in cooperation with the Contractor.

Interim: City is responsible for maintaining streetlights within the Project limits upon acceptance by the City without cost to Met Council.

Long Term: City is responsible for maintaining city owned street lighting systems.

- ii. Met Council is responsible for:

Interim: Met Council is responsible for enforcing contract provisions on the contractor including a one-year contract guarantee period subject to the provisions as identified in the Project Specifications

Long Term: Met Council is responsible for preparing, in consultation with the City, a long term operations and maintenance plan covering maintenance of street lighting facilities, including co-located lighting facilities, requirements for

working near tracks, permitting functions and locating responsibility under Gopher State One Call (GSOC) legislation. Plan will also include cost responsibilities.

C. Payment. Met Council shall reimburse City for all actual, allowable, allocable and reasonable costs the City incurs performing its obligations pursuant to 4. Street Lighting as shown in Section 4.A.i above in an amount not to exceed \$42,000.00 as shown in **Exhibit B.**

5. Traffic Control.

A. Responsibilities during Construction:

i. City is responsible for:

a. Approving all road closures, lane closures, duration schedule and roads for all detours. The approval of road and lane closures and City approval of the duration, schedule and roads for all detours will not be unreasonably conditioned or withheld;

b. Completing notification on road closures as part of the City's road closure notification process; and

c. Implementing temporary parking restrictions and hooding of parking meters as needed to allow for truck loading, bus stops and layovers relocation, and traffic flow, as needed for impacts on 4th Street and intersecting north-south streets caused by the construction

ii. Met Council is responsible for:

a. Working jointly with the City to coordinate traffic control during construction;

b. Publicizing the roadway closure information;
Providing traffic control and staging as specified in project plans and specifications;

c. Maintaining a minimum of two moving lanes of traffic on all north-south cross streets unless otherwise approved by the City Engineer; and as further described in specifications for the project;

d. Coordinating with City on lane closures in a manner which minimizes the impact on downtown St. Paul events and activities and as further described in specifications for the project;

e. Providing local vehicle access to all driveways and alleys served by 4th Street unless Met Council has made other arrangements with property owner and/or approved by City Engineer;

f. Installing a temporary access to the Farmers Market. Temporary access shall be installed prior to the closure of 4th Street between Broadway Street and Wall Street and shall be located on the south side of 5th Street;

g. Providing, ADA compliant, hard surfaced pedestrian access to buildings located on 4th Street between Minnesota Street and Broadway Street. Pedestrian access shall be available at all times during the 4th Street Utility Relocation and renovation work unless otherwise approved by the City; and

h. Providing ADA compliant, hard surfaced thru pedestrian access on one side of 4th Street during the entire term of the Utility Relocation and renovation work unless otherwise approved by the City.

B. Responsibilities for On-going Maintenance:

Met Council is responsible for installing and maintaining traffic control devices to prevent motor vehicle traffic from entering rail corridor during the interim period.

C. Payment. Met Council shall reimburse City for all actual, allowable, allocable and reasonable costs the City incurred performing its obligations pursuant to Section 5. Traffic Control during construction as shown in Section 5.A.i above, in an amount not to exceed \$25,000.00 as shown in **Exhibit B**. Met Council will not be required to reimburse the City for lost parking meter revenue or ROW Obstruction or Excavation Permit Fees related to the project.

ARTICLE IV Cost Development and Reimbursement

1. Developing and Recording Costs. All costs associated with the Utility Relocation work shall be recorded in such a manner as to show total costs and source or sources of those costs. Only actual, allowable, allocable and reasonable costs, in accordance with OMB Circular A-87 are reimbursable under this Agreement. All costs shall be assigned to FTA's standard cost categories.

2. Direct Labor Costs.

A. Salaries, wages and related fringe benefit expenses paid by City to individuals for the time worked on the Utility Relocation are reimbursable when supported by adequate records, as prescribed by the FTA.¹ This includes labor associated with preliminary engineering, final

¹ Force Account. One of four conditions may warrant the use of City using its own labor forces. These are: (1) cost savings, (2) exclusive expertise, (3) safety and efficiency of operations, and (4) union agreement. Force account work may consist of design, construction, refurbishment, inspection, and construction management activities. Incremental labor costs from flagging protection, service diversions, or other activities directly related to the Relocation work. When work to be performed using force account is less than \$100,000, a detailed plan is not required. To be eligible for reimbursement for force account work, the following must be provided:

- A. Justification for using City forces;
- B. Preparation of a force account plan (if cost exceeds \$100,000);
- C. A description of the Scope of Work;
- D. A copy of the construction plans and specifications which includes:
 - (1) A detailed estimate of costs;
 - (2) A detailed schedule and budget; and

design, construction engineering (including quality control), and construction. Adequate records for recording all costs related to the Utility Relocation shall be defined as records which permit the tracing of funds to a level of expenditures adequate to establish that such funds are allocable to the Utility Relocation and have not been used in violation of the restrictions and prohibitions of applicable federal and state requirements, including FTA Circular C 5010.1D, and other provisions of this Agreement.

B. Salaries and expenses paid to individuals who are normally part of the overhead organization may be reimbursed for the time worked directly on the Utility Relocation when supported by adequate records, as prescribed by the FTA and when the work performed by such individuals is essential to the Utility Relocation and could not have been accomplished as economically by employees outside the overhead organization.

C. Amounts paid to professional consultants pursuant to professional service agreements that are directly related to the Utility Relocation may be reimbursed.

3. Overhead Costs. Costs not charged directly to the Utility Relocation project accounts may be allocated to City relocation costs, in accordance with an approved cost allocation plan. Costs will be allocated on the same basis as the City charges these costs to its own construction projects. The records supporting the entries for construction overhead costs shall show the total amount, rate, and allocation basis for each additive, and are subject to audit by representatives of the State and Federal Government.

4. Supporting Documents. Salaries and wages, whether direct or indirect, will be based on actual payroll records produced by the City. Staff costs will be reimbursed at each employee's actual rate of pay, plus usual and customary labor and overhead costs. Where employees work on multiple activities, a distribution of their salary or wages must be supported by after-the-fact activity reports of the actual total compensated activity of the employee. Distribution reports must be prepared at least monthly and must coincide with one or more pay periods. The City will provide invoices to the Met Council showing, for each staff member, the type of work performed categorized by FTA's standard cost categories, hourly labor rate(s), number of hours worked, labor additive rate, labor additive amount and total cost.

5. Costs for Materials and Supplies. Only actual, allowable, allocable and reasonable costs, in accordance with OMB Circular A-87, are reimbursable. Whenever possible materials and supplies for the Utility Relocation should be furnished from City stock. When not

-
- (3) A copy of the proposed Cooperative Agreement when another public agency is involved.
- E. Submit documentation equivalent to a sole source justification stating the basis for a determination that no private sector contractor has the expertise to perform the work. In addition, the required documentation must provide the basis for the decision to use force account labor including the following information;
- F. Provide the present worth of the estimated cash download for both the force account and private sector contract options. In the analysis, use the current interest rate paid on one-year Treasury Bills as the discount rate; Include the cost of preparing documents; cost of administration and inspection; cost of labor, materials and specialized equipment; cost of overhead; and profit for private contract;
- G. Include the unit prices for labor; materials and equipment; overhead; and profit, if applicable, for private contract;
- H. Provide certification that costs presented are fair and reasonable;
- I. Provide an analysis of force account labor availability, considering normal operations and maintenance activities as well as other programmed and existing capital projects. This must be consistent with costs of labor, material, and specialized equipment; and
- J. Provide relevant citations from labor union agreements and an analysis of how it pertains to the work in question.

available from City stock, materials and supplies for the Utility Relocation may be purchased either under competitive bids or existing continuing contracts under which the lowest available prices are developed. Minor quantities of materials and supplies that are proprietary products routinely used in City operation and essential for the maintenance of system compatibility may be excluded from these requirements. City stock shall not be required to change its existing standards for materials used in permanent changes to its Utilities.

Costs shall be determined as follows:

A. Materials and supplies furnished from City stock shall be billed at the current stock prices for such new or used materials at time of issue in the same manner the City charges its own projects.

B. Materials and supplies not furnished from City stock shall be billed at actual costs to City delivered to the site.

C. The actual and direct costs of handling and loading materials and supplies at material yards, and of unloading and handling recovered materials accepted by City at its material yards are reimbursable.

D. Reasonable costs for the movement of materials, supplies, and equipment to the project and necessary return to storage including the associated cost of loading and unloading equipment is reimbursable.

6. Transportation Costs. Reasonable costs for the movement of materials, supplies, and equipment to the CCLRT project and necessary return to storage including the associated cost of loading and unloading equipment is reimbursable.

7. Reimbursement and Not to Exceed Amount. Met Council hereby acknowledges and agrees that, with the sole exception of the brick pavers for which the City will reimburse the Met Council the Advance Utility Relocation addressed by this Agreement is directly attributable to the CCLRT project, that it does not constitute upgrading of the facilities and that it provides no increase in value of the Utilities or the Relocated Facilities. In consideration of such acknowledgement, Met Council shall reimburse City for all actual, allowable, allocable and reasonable costs associated with the Utility Relocation up to the amounts shown in **Exhibit B**.

The total obligation for all financial commitments to the Met Council under this Agreement cannot exceed \$315,900.00. This limitation applies regardless of whether the obligation of the Met Council is direct or indirect; whether it pertains to preparing design plans and specifications for the physical relocation of the public utilities; or whether it pertains to any other claim under this Agreement.

Payment will be made by the Met Council promptly after City presents the Met Council's Authorized Representative, as determined in Article VI, Section 2, with invoices for work performed. Invoices shall be submitted in a form approved by Met Council and presented periodically as the work identified in this Agreement progresses.

8. Limitation on Payment. The total amount Met Council is required to pay City is limited to the amount shown in Article III Section 7. Met Council may pay up to 110 percent of this amount without amending this Agreement if:

- A. The City performs work that the Met Council previously accepted in writing; and
- B. Met Council has encumbered additional money.

ARTICLE V General Provisions

1. The terms of this Agreement may only be changed by mutual consent of the Parties. Such changes shall be effective only upon the execution of written amendments signed by the Authorized Representative of the Parties.
2. Authorized Representative. City's Authorized Representative for the purposes of administration of this Agreement is the Saint Paul City Engineer, or his designee. The Met Council's Authorized Representative is Deputy Project Director for Design and Construction, or his designee.
3. Assignment. No Party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.
4. Data Practices. The Parties shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data created, gathered, generated, or acquired in accordance with this Agreement.
5. Merger and Modification. This Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated by reference and are deemed to be part of this Agreement. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and are signed by the parties hereto.
6. Term of Agreement. This Agreement will be effective upon final execution by the Parties and shall remain in effect until December 31, 2014 or until all obligations set forth herein have been satisfactorily fulfilled, whichever occurs latest.
7. Termination. This Agreement may be cancelled by the Met Council if it does not receive an LONP from the FTA or does not enter into a Full Funding Grant Agreement with the FTA for the CCLRT project. Such termination shall be in writing and shall provide thirty (30) days prior notice. If the agreement is terminated by the Met Council the City shall be reimbursed for any costs that it has incurred in carrying out its obligations under this agreement prior to termination.
8. Retentions of Records and Accounts. The costs incurred in the Utility Relocation of the facilities set forth in this Agreement and any additions or alterations thereto are subject to examination and audit by the state and federal governments. The records and accounts pertaining to said Utility Relocation, and accounting therefore, shall be made available to the representatives of the State and Federal governments for inspection at the time of audit and for a minimum period of six years from the end of the project. As provided in Minnesota Statutes Section 16C.05, subdivision 5 the books, documents and accounting procedures and practices of the City relevant to this Agreement are subject to examination by the State and either the legislative auditor or the state auditor as appropriate, for a minimum of six years from the end of the project.

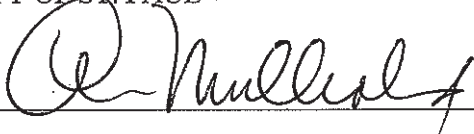
9. Warranty of relocated Utilities. The Met Council shall require its Contractor to warrant the relocated Utilities, except for work performed by the City, to be free of defects in material and workmanship for a period of one (1) year following City's written statement of Final Acceptance, and shall require that its Contractor be responsible for all costs associated with the repair or replacement of the relocated Utilities during the warranty period.

10. Liability. Each Party shall be responsible for their own acts and the results thereof. The Parties agree that the provisions of Minnesota Statutes, Section 471.59, Subd. 1a, Liability, shall be used to determine, apportion and limit the Parties' respective liabilities for claims by third parties arising from the Parties' performance under this Agreement. The Parties hereby expressly reserve all immunities and defenses available under all applicable state, local and/or federal laws.

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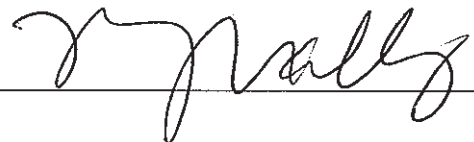
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below. This Agreement shall be effective upon final execution by all parties.

CITY OF ST. PAUL

By 

Its: Mayor _____

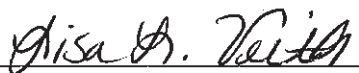
Date: 6/16/09

By 

Its: Finance Director

Date: 6.15.09

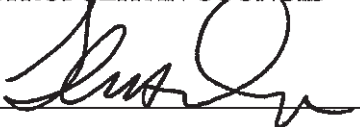
Approved as to Form

By: 

Its: City Attorney

Date: 6/15/09

METROPOLITAN COUNCIL

By 

Its _____

Date 8-27-09
Roll MF

OFFICE OF THE GENERAL COUNSEL

Approved as to form and execution




EXHIBIT A
Final Schedules

<u>Project Milestones</u>	<u>Tentative Dates</u>
Advertise 4 th St. Adv. Utility Constr. Contract	June, 2009
Review and Award 4 th St. Adv. Utility Const. Contract	August, 2009
Notice to Proceed	August, 2009
Construction	August 2009 – October 2010
- Minnesota to Sibley	August, 2009 – November, 2009
- Sibley to Broadway	May, 2010 – October, 2010

EXHIBIT B
Cost Estimates

Costs by the City to be reimbursed by Met Council

	Qty	Unit	Unit Price	Total
Section A (Sewer)				
Sewers Construction Inspection (PW Tech III)	100	Hrs	\$85.00	\$8,500.00
Section B (Traffic Signs, Parking Meters, Markings, Streetscape)				
Construction Inspection Staff Time (PW Tech III)	500	Hrs	\$85.00	\$42,500.00
Relocate Muscle Structure on Broadway	1	LS	\$20,000.00	\$20,000.00
Furnish Sign Collars	30	EA	\$30.00	\$900.00
Remove Parking Meter Heads	1	LS	\$1,000.00	\$1,000.00
Section C (Traffic Signals)				
Traffic Signal Construction Inspection (PW Tech IV)	250	Hrs	\$100.00	\$25,000.00
Remove and Reinstall Police Cameras				
4th/Minnesota	1	LS	\$2,000.00	\$2,000.00
4th/Robert	1	LS	\$2,000.00	\$2,000.00
4th/Sibley	1	LS	\$2,000.00	\$2,000.00
Temporary Traffic Signals				
4th/Minnesota	1	LS	\$20,000.00	\$20,000.00
4th/Robert	1	LS	\$30,000.00	\$30,000.00
4th/Jackson	1	LS	\$30,000.00	\$30,000.00
4th/Sibley	1	LS	\$20,000.00	\$20,000.00
Temporary Interconnect Maintenance	1	LS	\$10,000.00	\$10,000.00
Installation and Modification of Contoller Cabinets	1	LS	\$10,000.00	\$10,000.00
Traffic Signal Electrical Service	1	LS	\$5,000.00	\$5,000.00
Section D (Street Lighting)				
Street Lighting Construction Inspection (PW Tech III)	200	Hrs	\$85.00	\$17,000.00
Furnish and Maintain Temporary Street Lighting	1	LS	\$25,000.00	\$25,000.00
Section E (Traffic Control During Construction)				
Traffic Control Staff Coordination Time (PW Tech IV)	200	Hrs	\$100.00	\$20,000.00
Temp. Meter Hooding/Signing Revisions for Traffic Control on N-S Streets	1	LS	\$5,000.00	\$5,000.00
Other - Private Utility Permit Review and Inspection				
Private Utility Permit Review and Inspection (PW Tech IV)	200	Hrs	\$100.00	\$20,000.00
TOTAL				\$315,900.00

Costs by Met Council to be reimbursed by the City

	Qty	Unit	Unit Price	Total
Section B (Traffic Signs, Parking Meters, Markings, Streetscape)				
Pavers	8,685	SF	\$13.92	\$120,895.20
6" Colored Stamped Concrete Sidewalk (Xcel vaults and Areaways)	1,118	SF	\$14.27	\$15,953.86
6" Concrete Sidewalk	9,803	SF	\$9.25	(\$90,677.75)
TOTAL				\$46,171.31

EXHIBIT C
Public Information and Communications



**CONSTRUCTION PUBLIC INFORMATION AND
COMMUNICATION PLAN
4th Street Advance Utility Relocation
(Rev. 01.00)**

May 18, 2009

**Submitted by
The Central Corridor Project Office**

**On behalf of
The Metropolitan Council**

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1.0 INTRODUCTION

This Central Corridor LRT Communications and Public Involvement Plan is critical to the success of CCLRT. The objectives of the Plan are to:

- Build broad public awareness of, and support for, the project as an essential means to improve our transportation system and maintain regional competitiveness
- Identify key community, business, racial and ethnic groups within the corridor to maximize opportunities for public involvement and communication during the design and construction process to promote public ownership of the project
- Prepare project-area residents, businesses and commuters for realistic expectations during construction, listen to their concerns, and develop plans to minimize harmful or disruptive effects

This Construction Communication and Public Information Plan for the 4th Street advance utility relocation is a key component in the efforts to minimize impacts to businesses, residents and traffic. The purpose of this plan is to guide the Metropolitan Council, Contractor and project partners in involving the public and maintaining positive community relations during construction of the Central Corridor LRT Line. The Metropolitan Council, through the Central Corridor Project Office (CCPO) will be prepared to respond to the public's comment and concerns related to construction of Central Corridor LRT.

2.0 ROLES AND RESPONSIBILITIES

The Public Information and Communications Plan for the Central Corridor LRT project involves three entities:

- Central Corridor Project Office (CCPO)
- Construction Communication Coordinating Committees (CCCC)
- Contractor

This plan outlines the roles and responsibilities of each of these entities.

2.1 Central Corridor Project Office

The CCPO shall have primary responsibility to assure that the activities specified herein are communicated to the public. The CCPO shall be responsible for day-to-day public information and communications activities. The CCPO's public information activities will be directed by the Manager of Public Involvement and will include the following:

- Community outreach coordinators
- Communications Manager
- Engineering staff
- Construction staff

In addition to day to day activities, CCPO responsibilities include:

- Implementing the Public Involvement and Communications Strategic Plan
- Responding to media requests and inquiries
- Complying with the public information requirements outlined in this document
- Supporting the CCCC
- Conducting CCPO-sponsored public information and community relation's activities
- Seeking public feedback on effectiveness of the public involvement and communications activities

2.2 Construction Communication Coordinating Committees

The CCPO shall create a Construction Communication Coordinating Committee for each of the construction areas. Each CCCC shall include the following:

- CCPO community outreach coordinator
- CCPO construction staff
- CCPO engineering staff
- Contractor
- City public works designated staff
- County public works designated staff

The responsibilities of each of the CCCC include:

- Assisting with implementation of a coordinated, proactive communications effort that supports the Central Corridor LRT project.
- Delivering consistent key messages in all communications about the Central Corridor LRT project.
- Presenting a consistent image for the project and promoting the Central Corridor LRT project.
- Following established communications protocol for responding to media contacts.
- Identifying opportunities to leverage existing communications vehicles to promote the Central Corridor LRT project.
- Coordinating the dissemination of information to the public about the Central Corridor LRT project.
- Coordinating public information and outreach activities to ensure consistency with the Central Corridor Project Office (CCPO) Communications and Public Involvement Strategic Plan and the contractual responsibilities assigned to the Contractor.
- Participating in periodic assessments of the communications effort and providing feedback to adjust the communications plan as needed.

CCCC shall meet weekly.

2.3 Contractor

The Contractor shall designate a Community Relations Point person to work with the CCPO outreach, engineering and construction staff. That person will be responsible for supporting the flow of public information and communication efforts:

- Be one of the Contractors key personnel that can commit the contractor to action
- Have “real time” access to all project details that the contractor is currently engaged in
- Be a member of the CCCC and attend all meetings
- Attending regularly schedule construction update meetings
- Providing information to CCPO
- Supporting CCPO public information and communication efforts
- Ensuring that the contractor responds to community concerns
- Providing adequate access for all snow and garbage removal
- Providing and maintaining signage as described in Section 3.3.4.

Contractor responsibilities established in this section shall be subject to Contractor performance requirements identified in the contract General Conditions.

3.0 PUBLIC INFORMATION AND COMMUNICATION PLAN

3.1 Schedule Milestones

Within 15 days of award, the Contractor shall complete and submit to the CCPO, its anticipated Schedule of Milestones. The Contractor shall update and submit its schedule to the CCPO at least monthly. A copy of each update shall be submitted to CCCC.

3.2 Public Interaction

The CCPO is the first and preferred point of contact for residents, businesses or other member of the public with questions or comments on the Project. The Contractor will be the first point of contact on all issues that individual businesses have related to specific construction details. The CCPO and the contractor shall take necessary steps to foster these contacts, including continuous interaction with the public and community.

If CCPO, or Contractor, is unable to resolve a complaint regarding Contractor’s response to a complaint or concern within two (2) days, the CCPO shall notify the CCCC.

If the CCPO or Contractor is unable to resolve a complaint regarding Contractor’s response to a complaint or concern within two (2) days, the Contractor shall notify the Project Director. The Project Director may refer the issue to an informal resolution panel consisting of one CCPO appointee, one CITY appointee and one neutral member jointly selected by CCPO and CITY. The Contractor shall provide necessary information, staff support and representation to assist in resolving the issue.

3.2.1 Public Notifications

The CCPO shall notify affected businesses, affected residents and general public of construction progress, upcoming events and specific notifications, as shown in table 3.2-1. Notification of directly affected businesses and residents will be through personal contact and other communication strategies.

**Table 3.2-1
Notifications**

Notice	Requirement
• 30-day Heavy Construction Notification	Written notification of Heavy Construction shall be given 30 days prior to construction. Access maps shall be provided per the Maintenance of Traffic and Access plan
• 30-day Light Construction Notification	Written notification of Light Construction shall be given 30 days prior to construction. Access maps shall be provided per the Maintenance of Traffic and Access Plan.
• Critical Utility Shut-off/Diversion	Written notice at least 72-hours in advance of, but not more than 96 hours before, shut-off and/or diversions.
• 72-hour Business/Commercial Utility Shutdown	Written notification of Utility shutdown for businesses and commercial property.
• 48-hour Residential Utility Shutdown	Written notification of Utility shutdown for residential property.
• Weekly Heavy Construction Updates	A construction update will be provided to each business or resident fronting a Heavy Construction Zone. The update shall be a personal visit from the Public Involvement Team.
• Emergency Unforeseen Utility Disruptions, Hazardous Conditions, Traffic Signal Emergencies, Security and Loss of Access	See <u>Section 3.3</u>
• Road and Driveway Closures	Written notice and personal contact at least 72-hours in advance of, but no sooner than 7 days prior to, closure.
• Construction Schedule	One (1) month prior to start of construction

3.2.2 24-Hour Hotline

The CCPO and the Contractor shall each establish a 24-hour hotline. The personnel responsible for each hotline shall be provided with the necessary guidance needed to address any number of issues called into the hotline. This guidance shall include a handbook outlining who to call and when, basic Project information, emergency phone procedures, and any other information that may be applicable. The handbook will be updated on a quarterly basis so that information contained therein is current. Calls will be addressed in the order received.

The CCPO will develop procedures for addressing, responding to and documenting all calls to the hotline.

3.2.3 Database

All calls and contacts from the general public regarding construction shall be logged onto a form supplied by the CCPO. The CCPO shall create a database to document contacts with individuals with construction comments or concerns:

- Contact name
- Business name, if applicable
- Address
- Phone number including business, mobile and home phone for emergencies
- Information about the contact including date, time, method of contact and a brief description of the nature of the contact,
- A brief description of handouts and a document control number that identifies a hardcopy of the contact information.

In the case of mass mailings or distribution, a referencing system shall be developed to minimize the amount of hard copy information filed. Contacts include those made by all Project staff including field staff.

The CCPO shall develop a standardized form to log contact information. This form will become the hard copy of all contacts. Handouts shall be attached to this form. The contact information shall include the information provided for the database as well as a description of what was discussed. The database shall document all contact with the public and to be able to recreate what transpired during the Project.

The CCPO shall provide contact forms for the Contractor's use in documenting contacts consistent with the database. The Contractor shall provide all contact information to the CCPO within 24 hours.

3.2.4 Complaint/Comment Forms

The CCPO shall provide complaint/comment forms to businesses and residents along the Project as a method for the public to express Project concerns. These forms shall provide all

information needed for entry into the database. The forms shall indicate the address and fax number where the forms can be sent and show the 24-hour hotline number.

3.2.5 Responses to the Hotline Calls and Complaint/Comment Forms

Complaints received shall be responded to within 5 days of receipt for non-emergency issues and within 24 hours for emergency issues. In the response, the Contractor shall indicate the date by which the complaint will be resolved.

Emergency calls relating to hazardous conditions, diminished security or loss of access or business shall be evaluated on a case by case basis and responded to accordingly. Verification calls shall be provided on all calls to inform the callers that their calls have been addressed.

3.2.6 Construction Schedule/Maintenance of Traffic and Access

The CCPO shall notify businesses and residents along the Project and shall publicize commencement of construction prior to the beginning of construction in any area of the Project. This notification shall publicize the projected dates for the construction by individual notices to stakeholders, community groups, businesses, and residents along the corridor as well as along alternative routes. The Contractor shall provide all relevant information concerning the construction schedule to CCPO who will then publicize the information.

The advertisements and notices shall address:

- Public safety,
- Business impact mitigation, and
- Proposed alternative routes and detours.

Construction in any area will be constrained by the requirements of Contract. Each area where active construction is being conducted shall be treated as a distinct entity in all notification activities.

Information regarding Project design and construction shall be readily available in a form that can be quickly disseminated to the public. Information provided to the public shall be consistent with information contained in the Baseline Schedule, Forecast Schedules, and Traffic Control Plan and Contact.

3.3 Emergency Response

The Contractor shall provide immediate response to emergencies by trained personnel from an incident response team within 30 minutes of receiving notification from CCPO, Utility Owner and/or affected business(es) and/or resident(s). Emergencies include, but is not limited to:

- Unforeseen utility disruptions
- Hazardous conditions
- Traffic signal emergencies

- Security concerns
- Loss of access notifications

All emergency and/or unforeseen disruptions shall be explained to the public immediately by a personal contact from the CCPO. The person making the contact shall provide to the affected party(ies) information such as:

- Cause of disruption (i.e., whether it is construction oriented or not);
- Actions being taken to alleviate the problem; and
- Anticipated duration of the disruption.

3.3.1 Telephone Trees

The CCPO and Contractor shall establish and manage an emergency response telephone tree. All appropriate CCPO, project partner and Contractor personnel shall be included on this telephone tree for immediate response in the event of an emergency. The telephone tree shall be divided into areas of expertise so the proper people are called for specific emergency situations.

3.3.2 Documentation

All Emergencies shall be logged into the contact database including contact information, reason for the emergency and response.

3.4 Business and Residential Impact Mitigation

The CCPO, CCCC and Contractor shall take steps to mitigate the impacts of construction by providing frequent and accurate information to businesses and residents based on project Milestones and schedule of milestones.

3.4.1 Access Maps

The Contractor with the CCPO shall develop access plans with businesses and residents on each block and shall provide maps showing existing and planned patron and delivery and residential access during any construction period. The map(s) shall identify times of business operation and deliveries. Individual business and residential access shall be archived in the CCPO document management center. The access maps shall be made available at least seven (7) days prior to construction where a business or residence is impacted.

3.4.2 Changes to Access

The CCPO shall inform businesses and residents in writing and by personal contact, of any changes to access that may impact them, at least 2 weeks prior to start of construction. Contractor will submit a new access map to the CCPO Construction manager at least 3 weeks prior to construction for a written statement of no objection.

3.4.3 Snow and Garbage Removal

The Contractor shall provide adequate access for all snow and garbage removal. The Contractor shall negotiate with public and private snow and garbage removal services and provide them access at agreed times.

3.4.4 Signage

The Contractor shall maintain public information and warning signage throughout the Project at each construction site.

3.4.4.1 Variable Message Signs (Not Needed for 4th Street)

At least one (1) week prior to construction on any given block or intersection, the contractor shall place variable message signs to alert motorists and pedestrians to pending construction. Electronic message boards shall be placed at the block or intersection that will undergo construction, as well as two (2) blocks prior to the block or intersection that will undergo construction. The electronic message shall be readable to all traffic and pedestrians, regardless of the direction traveled. One (1) week after construction begins; the boards may be taken down from the block or intersection.

3.4.4.2 Signage Through-out Construction

The Contractor shall maintain advance signage at the construction site, for any block or intersection undergoing construction, as well as two (2) blocks prior to construction site. This signage shall give notice to motorists and pedestrians approaching from all directions open to traffic.

Where required to comply with the Manual on Uniform Traffic Control Devices (MUTCD) or local ordinances, the Contractor shall provide additional warning signage.

3.4.4.3 “Business as Usual” Signage

The Contractor shall maintain signage per the project plans on blocks that are undergoing construction. The plans may include signage at each intersection on both sides of the street that lists all businesses that face on the block or use the block for access. The type font shall be readable from 10 feet away and a minimum of 2 ½ inches. This signage shall remain throughout the duration of construction in any area affected.

3.4.4.4 Project Identification Boards

The Contractor shall install signs per project plans. Installation may be throughout the Project to be placed in prominent auto traffic zones and at Contractor’s main office (if along the Project alignment) and at all field offices. The signs shall identify CCPO by

its official logo, show the name of the Project, the Project 24-hour hotline number and estimated date of completion. The CCPO shall design the signs appropriate for the speed limit in the area using MUTCD size guidelines.

3.5 Public Forums

The CCPO shall coordinate and conduct public forums to give the public the opportunity to discuss the Project. The Contractor's Community Outreach Representative shall attend the public meetings and provide construction information during other contact opportunities.

3.5.1 Public Meetings

The CCPO shall host a bi-weekly open house, starting 2 weeks prior to construction. The Contractor's Community Outreach Representative shall attend the monthly meetings to provide construction information and listen to concerns. The information displayed or discussed shall include schedule, staging, maintenance of traffic and access, and any other Project information. The CCCC members shall have the opportunity to attend and participate in all public meetings and open houses. The CCPO will advertise the open houses no less than 10 days before the event.

In addition to the bi-weekly public meetings, CCCC members shall be invited to attend weekly construction progress meetings with the Contractor and CCPO.

CCPO representatives shall include the Project Resident Engineer and Community Outreach Coordinator, at a minimum. The Project Resident Engineer will have the authority to make decisions on behalf of the Metropolitan Council.

Contractor representatives shall include the Community Outreach Representative and Construction Superintendent who can make decisions on behalf of the contractor.

3.5.2 Construction Tours

The CCPO and Contractor may provide construction tours upon request when prudent and reasonable.

3.5.3 District Councils

The CCPO and Contractor's Community Outreach Representative shall attend the monthly District Council meetings representing any part of an area affected by the project. The purpose for attending the monthly meetings is to provide construction update and seek feedback and public comments on the construction activities.

3.6 Media Relations

An ongoing media relations campaign will occur and be managed by CCPO's Communications Manager. The Contractor shall assist in giving timely information to CCPO's Communications Manager regarding construction activities for use in media events.

The CCPO's Communication Manager is responsible for conducting all media interviews and responding to inquiries. The Contractor, their Subcontractor and their employees shall not conduct or participate in media events, radio or television broadcasts, without the written consent of CCPO, except in emergencies. In emergency situations, the Contractor shall immediately notify CCPO's Public Involvement Manager and Communications Manager of any situations that may involve the media.