

Prepared by the  
Utility Agreements and Permits Unit  
(Receivable)  
(\$0.00)

S.P. 6282-212 (T.H. 94)  
Location: MN 280 to 0.1 mile west of Western  
Avenue in the City of Saint Paul  
Utility Owner: City of Saint Paul  
MnDOT Agreement Number 1033070

## **AGENCY ADJUSTMENT AGREEMENT**

This Agreement Number 1033070 (Agreement) is between the State of Minnesota (State), acting through its Commissioner of Transportation and City of Saint Paul, including its agents, contractors, and subcontractors (Utility Owner). This Agreement outlines the separate responsibilities of the State and the Utility Owner as part of a construction project.

### **RECITALS**

The State plans to let a contract to construct State Project Number 6282-212 (Project) on Trunk Highway Number 94. The Project is located from MN 280 to 0.1 mile west of Western Avenue in the City of Saint Paul.

The Utility Owner owns and operates sanitary sewers, their fixtures, and related equipment (Facilities) that are located on property where the State will construct the Project.

The Project will require the adjustment of the Utility Owner's Facilities. The parties agree that, if the Utility Owner adjusted the Facilities or let a separate contract to adjust them that work would interfere with the Project. The Utility Owner has requested that the State perform the adjustment work as part of the Project, rather than being reimbursed for the work. Including the Utility Owner's adjustment work in the State's Construction contract may eliminate duplication of services, facilitate activity coordination, simplify supervision, and expedite Project construction, and the State agrees to do so.

Pursuant to Minnesota Statutes, section 161.46, subdivision 5, the Utility Owner appoints the State as its agent to design and construct the adjustment work as part of the Project and the State may relocate the Facilities as part of the Project on the trunk highway system.

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

## **AGREEMENT**

### **I. Term/Termination**

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

### **II. Description of Work Procedures**

- A. *Plans:* The plans, which are attached to this Agreement as Exhibit A, indicate the present and proposed locations of the Facilities.
  - 1. If any changes to the plans or character of the work become necessary, the State and the Utility Owner must agree to the changes before the State makes (or directs the Contractor to make) them. If these changes require an amendment or supplement to this Agreement, the parties will negotiate such amendment or supplement in good faith, and the State is not obligated to commence such changes until such amendment or supplement is fully executed. The State will enter into such supplemental agreements with its Contractor as the State deems necessary to implement such changes.
  - 2. The Utility Owner authorizes the Project Engineer to make any minor field changes and adjustments to the plans, specifications, and special provisions

as the State deems necessary for efficient Project construction. The Utility Owner authorizes the State, on its behalf, to enter into supplemental agreements with the Contractor as necessary to implement these changes.

B. *State's Responsibilities*

1. The State will:
  - a. Advertise the Project for bids; and
  - b. Award a construction contract for the Project. This Project will include the adjustment work.
2. The Project Engineer will supervise and direct the Project, including the adjustment work, but the Utility Owner may inspect the work periodically. If the Utility Owner finds that any completed adjustment work is defective, it must inform the Project Engineer of these defects in writing; however, any recommendations the Utility Owner makes are not binding to the State. The State has the exclusive right to determine whether the Contractor has performed the work according to the plans, specifications, and special provisions.
3. The Project Engineer and the Utility Owner will perform a final inspection of the work. Once the State has accepted the adjustment work, the Project Engineer will inform the Utility Owner in writing, and the Utility Owner will assume ownership of the Facilities.

C. *Deletion of Work:* If the Utility Owner decides to delete the adjustment work from the Project, the Utility Owner will:

1. Be subject to the Notice and Order and remove and/or adjust the Facilities; and
2. Defend (at its own expense and to the extent Minnesota's Attorney General permits) indemnify, save, and hold the State and all of its agents and employees harmless of and from all claims, demands, actions, or causes of action that deleting the adjustment work causes. This obligation to indemnify extends to any attorney's fees.

D. *Risk:* Risk of loss of partial or complete adjustment work will be on the Contractor or the Utility Owner as the current *Standard Specifications for Construction* set forth.

### **III. Utility Owner's Ongoing Maintenance Requirements**

- A. No more than 90 calendar days after receiving as-built plans for the adjustment from the State, the Utility Owner must submit one copy of the State's Application for Utility Accommodation on Trunk Highway Right of Way, Form 2525 (Permit), including two copies of "as-built" sketches, for all Facilities within the State's trunk highway right of way to the Utilities Engineer.
- B. Once construction is complete, the Utility Owner must maintain the Facilities at its own expense. The Utility Owner must follow the terms of the Permit when it performs any maintenance work.
- C. The Utility Owner may open and disturb the trunk highway right of way without a permit in the case of an emergency that is dangerous to the public and requires immediate attention. Upon learning of the emergency, the Utility Owner must immediately notify the State Patrol. The Utility Owner must take all necessary and reasonable safety measures to protect the public and must cooperate fully with the State Patrol. In this event, the Utility Owner must request a permit from the proper authority no later than the working day after it begins working in the right of way.

### **IV. Indemnification**

- A. The Utility Owner will defend (at its own expense and to the extent Minnesota's Attorney General allows), indemnify, save, and hold the State and all of its agents and employees harmless of and from all claims, demands, actions, or causes of action arising from the Utility Owner's acts and omissions and from the State's (and its Contractor's) use of plans, designs, shop drawings, specifications, and special provisions prepared, reviewed, or approved by the Utility Owner. This indemnity obligation extends to any attorney's fees the State incurs in seeking to enforce this obligation, and in defending against any claims covered by this indemnity clause.
- B. The Utility Owner does not waive any defense or immunity of third parties. The Utility Owner, in defending any action on behalf of the State, will be entitled to assert every defense or immunity that the State could assert on its own behalf.

### **V. Nondiscrimination**

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

## VI. Governing Terms

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

**The remainder of this page was left blank intentionally.**

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed to be bound hereby.

**CITY OF SAINT PAUL**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION**

**Department of Transportation**

Recommended for Approval:

Approved:

By: \_\_\_\_\_  
Metro Utility Coordinator

By: \_\_\_\_\_  
Director, Office of Land Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Office of Contract Management**

Approved as to Form and Execution:

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Department of Administration**

By: \_\_\_\_\_

Date: \_\_\_\_\_

GENERAL UTILITY NOTES:

- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI / ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
- ALL WORK IS TO BE DONE BY OTHERS UNLESS OTHERWISE NOTED.
- ALL POWER IS DISTRIBUTION UNLESS NOTED OTHERWISE.
- ONLY ADJUSTED OR RELOCATED UTILITIES WERE TABULATED ON THIS PLAN SET.
- IF A UTILITY IS SHOWN IN THE UTILITY PLAN BUT NOT TABULATED THEN IT IS PROPOSED TO BE LEFT IN PLACE.

UTILITY ABBREVIATIONS		
ANC	=	POLE ANCHOR
CB	=	CATCH BASIN
CHH	=	COMMUNICATIONS HANDHOLE
CMP	=	CORRUGATED METAL PIPE
CVLT	=	COMMUNICATIONS VAULT
ECC	=	ELECTRIC CABLE IN CONDUIT
E-HH	=	ELECTRICAL HANDHOLE
F/O-BUR	=	FIBER OPTIC BURIED
FOCD	=	FIBER OPTIC IN CONDUIT
GAS	=	GAS LINE
HYD	=	HYDRANT
L POLE	=	LIGHT POLE
P-POLE	=	POWER POLE
R METER	=	RAMP METER LIGHT
RCP	=	REINFORCED CONCRETE PIPE
SAN LIN	=	SANITARY SEWER LINE
SAN MH	=	SANITARY MANHOLE
SIG-BUR	=	SIGNAL BURIED
T-BUR	=	TELEPHONE LINE BURIED
USL	=	UNDERGROUND STREET LIGHT LINE
VALVE	=	WATER VALVE
WLIN	=	WATER LINE
GAS	=	GAS LINE
OH POWE	=	OVERHEAD POWER LINE
P-BUR	=	BURIED POWER
P-PED	=	POWER PEDESTAL
SIG-INT	=	UNDERGROUND SIGNAL INTERCONNECT
SIG WIR	=	SIGNAL WIRE
TEL HH	=	TELEPHONE HAND HOLE
TV CABL	=	BURIED TELEVISION CABLE
TV TOWE	=	TLEVISION TOWER
TEL HH	=	TELEPHONE HANDHOLE
TEL PED	=	TELEPHONE PEDESTAL
U ST LIG	=	TRAFFIC SIGNAL LIGHT
VAULT	=	VAULT
WMH	=	WATER MANHOLE

OWNERSHIP	
THE FOLLOWING IS A LIST OF UTILITY COMPANIES USED IN THIS PROJECT:	
CENTERPOINT	= CENTERPOPINT ENERGY
COMCAST	= COMCAST CABLE COMMUNICATIONS, INC.
MNDOT	= MINNESOTA DEPARTMENT OF TRANSPORTATION
ST. PAUL	= CITY OF ST. PAUL
SPRWS	= ST. PAUL REGIONAL WATER SERVICE
XCEL	= XCEL ENERGY
MCES	= METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES
MNOET	= MINNESOTA OFFICE OF ENTERPRISE TECHNOLOGY
QWEST	= QWEST CORPORATION
WILTEL	= LEVEL 3 COMMUNICATIONS, LLC

LEGEND	
	INPLACE ROADWAY
	INPLACE BRIDGE
	INPLACE RETAINNING WALL
	INPLACE PLATE-BEAM GUARDRAIL
	INPLACE CHAIN LINK FENCE
	ANCHOR
	CATCH BASIN
	ELECTRIC CABLE IN CONDUIT
	FIBER OPTIC BURIED
	FIBER OPTIC IN CONDUIT
	GAS LINE
	HANDHOLE
	HYDRANT
	LIGHT POLE
	POWER POLE
	RAMP METER LIGHT
	SEWER PIPE (STORM)
	SANITARY SEWER LINE
	SANITARY MANHOLE
	SIGNAL BURIED
	TELEPHONE LINE BURIED
	UNDERGROUND STREET LIGHT LINE
	WATER VALVE
	WATER LINE
	INPLACE STRUCTURE NUMBER

SANITARY						
STATION TO STATION	OFFSET (FT)	DESCRIPTION	OWNER	ACTION		
				ADJUST	RELOCATE	LEAVE AS IS
INP94MED						
191+00 R2 TO 194+29 R2	45L - 125L	MCES SANITARY SEWER	METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES			X
194+29 R2 TO 194+57 R2	125L - 128L	MCES SANITARY SEWER	METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES			X
194+57 R2 TO 197+00 R2	128L - 127L	MCES SANITARY SEWER	METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES			X
190+82 R2	172R	SANITARY MANHOLE	CITY OF ST. PAUL			X
190+82 R2 TO 193+14 R2	172R - 163R	12" SANITARY SEWER	CITY OF ST. PAUL			X
193+14 R2	163R	SANITARY MANHOLE	CITY OF ST. PAUL			X
193+14 R2 TO 194+12 R2	163R - 161R	12" SANITARY SEWER	CITY OF ST. PAUL			X
194+12 R2	161R	SANITARY MANHOLE	CITY OF ST. PAUL			X
194+12 R2 TO 194+84 R2	161R	12" SANITARY SEWER	CITY OF ST. PAUL			X
194+84 R2	161R	SANITARY MANHOLE	CITY OF ST. PAUL			X
194+84 R2 TO 197+40 R2	161R - 162R	12" SANITARY SEWER	CITY OF ST. PAUL			X
194+40 R2	162R	SANITARY MANHOLE	CITY OF ST. PAUL			X
194+99 R2	151L	SANITARY MANHOLE	CITY OF ST. PAUL	X		
194+99 R2 TO 196+92 R2	151L	18" SANITARY SEWER	CITY OF ST. PAUL			X
196+92 R2	151L	SANITARY MANHOLE	CITY OF ST. PAUL	X		
196+92 R2 TO 198+81 R2	151L - 150L	18" SANITARY SEWER	CITY OF ST. PAUL			X
198+81 R2	150L	SANITARY MANHOLE	CITY OF ST. PAUL	X		

NOTES:  
(1) MCES 11' - 9.5" CIRCULAR INTERCEPTING SANITARY SEWER.  
(2) BY OTHERS.

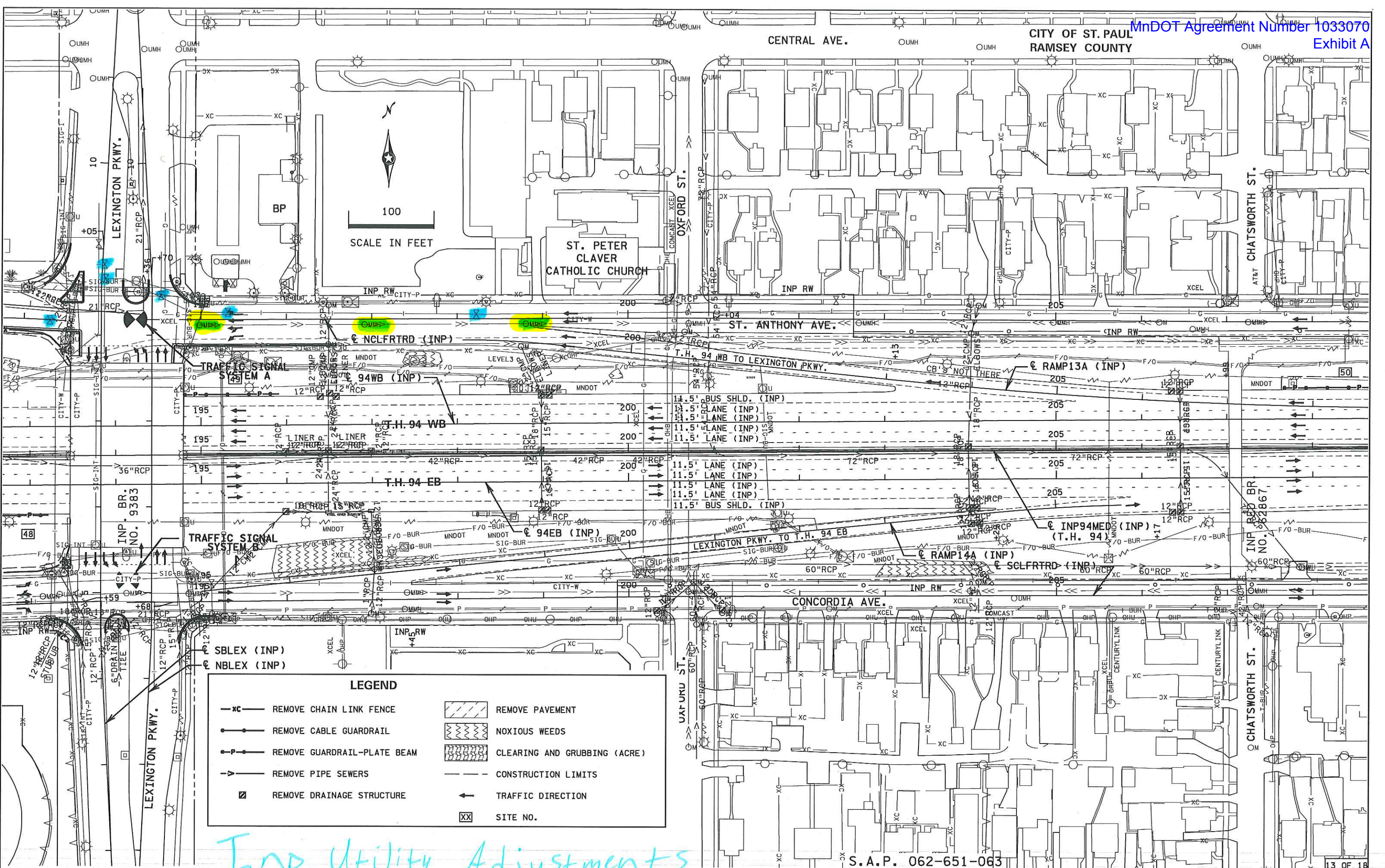
GENERAL UTILITY NOTES, UTILITY ABBREVIATIONS,  
OWNERSHIP, LEGEND AND SANITARY SEWER  
S.A.P. 062-651-063

INPLACE UTILITY TABULATIONS			
DRAWN BY: SJW	CHECKED BY: RE	CERTIFIED BY _____ LIC. NO. 25421 DATE _____	STATE PROJ. NO. 6282-212 (T.H. 94) SHEET NO. 10 OF 87 SHEETS



PLOTTED/REVISED: 18-DEC-2018

DISTRICT #: Metro  
I/PLOT NAME: 06282212\_rml3  
FILENAME: Projects\DM\_R05\094\6282-212\Design\PlanSheets\04\Inp\TopoRem\6282212\_rml3.dgn



LEGEND			
	REMOVE CHAIN LINK FENCE		REMOVE PAVEMENT
	REMOVE CABLE GUARDRAIL		NOXIOUS WEEDS
	REMOVE GUARDRAIL-PLATE BEAM		CLEARING AND GRUBBING (ACRE)
	REMOVE PIPE SEWERS		CONSTRUCTION LIMITS
	REMOVE DRAINAGE STRUCTURE		TRAFFIC DIRECTION
			SITE NO.

Inp. Utility Adjustments