

Prepared by the
Utility Agreements and Permits Unit
(Receivable)
(\$5,460.52)

S.P. 1901-195 (T.H. 13)
Location: TH 13 from 0.5 miles north of I-494
to 0.15 miles south of MN 62 in the City of
Mendota Heights
Utility Owner: Board of Water Commissioners
of the City of Saint Paul
MnDOT Agreement Number 1062295

AGENCY ADJUSTMENT AGREEMENT

This Agreement Number 1062295 (Agreement) is between the State of Minnesota (State), acting through its Commissioner of Transportation and Board of Water Commissioners of the City of Saint Paul, including its agents, contractors, and subcontractors (Utility Owner). This Agreement 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 1901-195 (Project) on Trunk Highway Number 13. The Project is located from 0.5 miles north of I-494 to 0.15 miles south of MN 62 in the City of Mendota Heights

The Utility Owner owns and operates watermains, 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. If the Utility Owner adjusted the Facilities or let a separate contract to relocate them, that adjustment work would interfere with the Project. The Utility Owner has requested that the State perform the adjustment work as part of the Project. 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.

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 adjust 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; (V) Indemnification; and (VII) Governing Terms.

II. Description of Work Procedures

- A. *Plans*: The State and Utility Owner will provide adjustment plans. These 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. Pay the State the design engineering cost in Article IV.B.3;
2. Be subject to the Notice and Order and remove and/or relocate the Facilities; and
3. 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. Payment

- A. The State will determine the cost of the adjustment on a contract-unit-price basis. The Utility Owner authorizes the State to pay the Contractor directly for the adjustment work. As Exhibit B shows, the estimated cost of the Utility Owner's adjustment work is \$5,460.52.
- B. The Utility Owner agrees to pay the State the total cost it incurs to relocate the Facilities. The total cost will include:
 1. The construction cost, which consists of all of the Contractor's bid item costs to satisfactorily relocate the Facilities according to the plans, specifications, and special provisions;
 2. The construction engineering cost, which is equal to 8 percent of the construction cost; and
 3. The design engineering cost, which is equal to 3 percent of the construction cost.

- C. After acceptance of the bids, the State will notify the Utility Owner of the total cost by providing a written cost schedule.
 - 1. The Utility Owner must accept or reject the total cost no more than 10 calendar days after receiving the cost schedule. If the Utility Owner does not provide this notification after 10 days, the State will consider the lack of response to be the Utility Owner's acceptance of the total cost and the State will proceed with the work.
 - 2. If the Utility Owner chooses to delete its work from the State's contract, it must still pay the State the design engineering cost specified in Article IV.A. The Utility Owner will be obligated to remove or relocate its Facilities according to the terms of the Notice and Order.
- D. The State will issue the Utility Owner an invoice for the amount specified in the cost schedule. Pursuant to Minnesota Statutes, section 161.46, subdivision 5, the Utility Owner will promptly reimburse the State for the adjustment costs.
- E. After the Contractor has completed the work required under its contract and the State has accepted the work, the State will prepare a final computation of the amount due from the Utility Owner.
 - 1. If the final total amount is greater than the amount the State has already received from the Utility Owner, the Utility Owner must promptly pay the difference, without interest, to the State.
 - 2. If the final total amount is less than the amount the State has already received from the Utility Owner, the State must pay the difference without interest, to the Utility Owner.
- F. The final total cost constitutes payment in full for all adjustment work according to this Agreement. This amount also constitutes payment in full for any and all damages, claims, or causes of action of any kind or nature that the Utility Owner may have relating to the adjustment of the Facilities.

V. 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.

VI. **Nondiscrimination**

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

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

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

Approved:

By: _____
Racquel Vaske
General Manager
Saint Paul Regional Water Services

Date: _____

By: _____
Chris Tolbert
President

Date: _____

Approved as to form:

By: _____
Assistant City Attorney

Date: _____

By: _____
Mollie Gagnelius
Secretary

Date: _____

By: _____
Laura Logsdon
Interim Director
Office of Financial Services

Date: _____

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

Department of Transportation

Recommended for Approval:

By: _____
Metro Utility Coordinator

Approved:

By: _____
Director, Office of Land Management

Date: _____

Date: _____

Department of Administration

By: _____

Date: _____

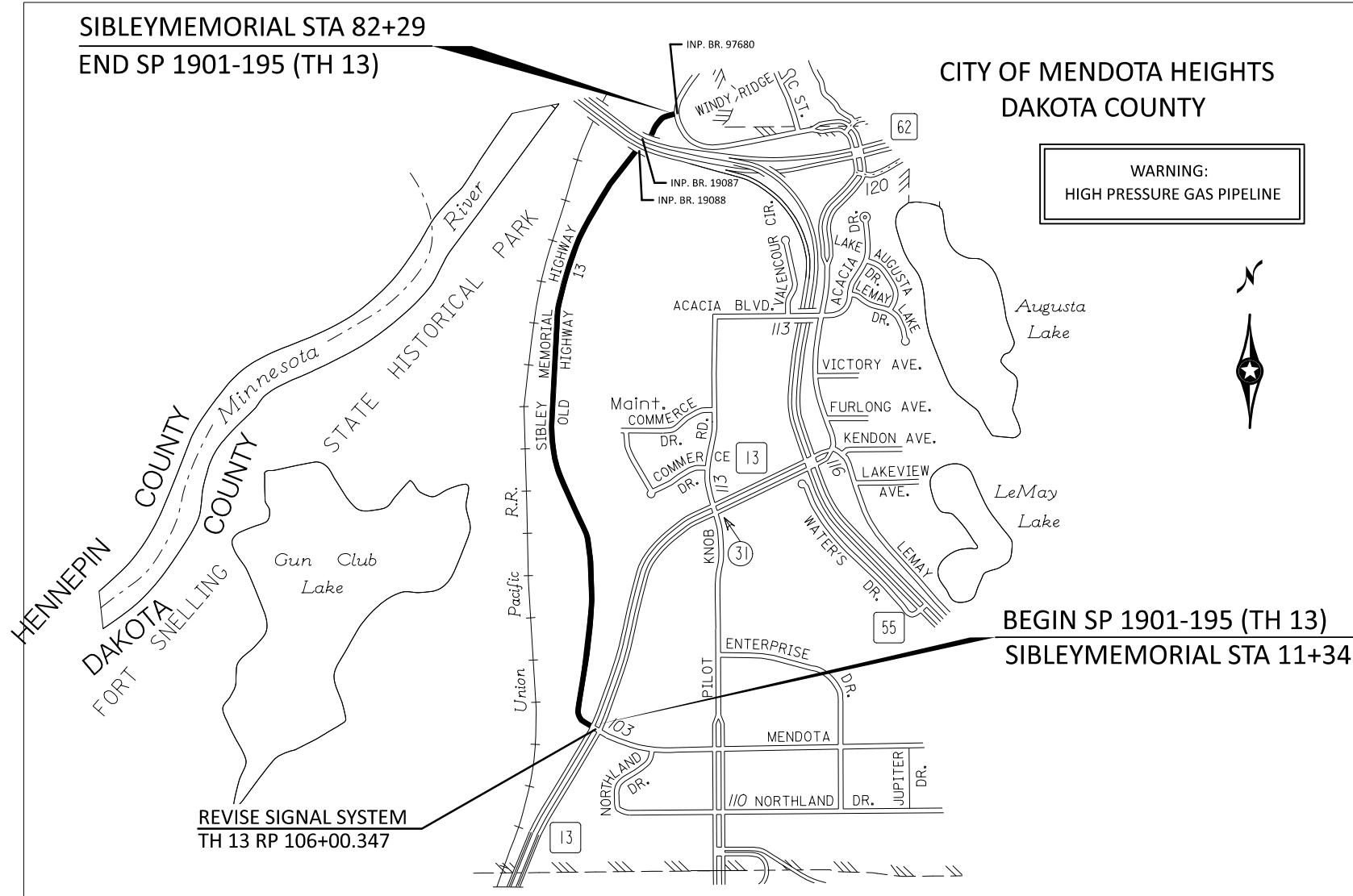
MINNESOTA DEPARTMENT OF TRANSPORTATION

CONSTRUCTION PLAN FOR GRADING, BITUMINOUS MILL AND OVERLAY, ADA IMPROVEMENTS, AND SIGNAL REVISION

LOCATED ON SIBLEY MEMORIAL HWY FROM S. JUNCTION WITH TH 13 TO N. JUNCTION WITH TH 13

STATE PROJ. NO. 1901-195

GROSS LENGTH 7095.00 FEET 1.344 MILES
 BRIDGES-LENGTH FEET MILES
 EXCEPTIONS-LENGTH FEET MILES
 NET LENGTH 7095.00 FEET 1.344 MILES
 REF. POINT 089+00.265 TO REF. POINT 090+00.615



SCALE
 INDEX MAP 1600'
 PLAN 50'

DESIGN DESIGNATION

Design ESALS = Design Speed 50 MPH
 AADT (Current Year) = Based on STOPPING Sight Distance
 AADT (Future Year) = Height of eye 3.5' Height of object 2.0'
 DHV (Design Hr. Vol.) = Design Speed not achieved at:
 D (Directional Distr.) = STA. TO STA. MPH
 T (Heavy Commercial) = STA. TO STA. MPH



STATE PROJ. NO.
 1901-195

CHARGE IDENTIFIER

OFFICE OF LAND MANAGEMENT APPROVAL
 DIRECTOR, LAND MANAGEMENT

SP 1901 - 195
 (TH 13=117)

SHEET NO 1
 TOTAL SHEETS ????

GOVERNING SPECIFICATIONS

THE 2025 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
 "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL LAYOUT
3 - 4	STATEMENT OF ESTIMATED QUANTITIES
5	SOILS, CONSTRUCTION NOTES, STANDARD PLATES AND STANDARD PLANS

THIS PLAN CONTAINS SHEETS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: ROBERT EVBAYEKHA LICENSE # 25421

DATE: 19-DEC-2025 SIGNATURE:

DESIGN SQUAD MARLAND STANLEY, TONY SOFIE

RECOMMENDED FOR APPROVAL 20
 CITY OF MENDOTA HEIGHTS ENGINEER

19-DEC-2025

PLOTTED/REVISED:

PLOT NAME: d1901195_130ut-tabs
PATH & FILENAME: Projects\DM_ROS\013\1901195\Design\PlanSheets\1901195_135uti.dgn

STATION TO STATION	OFFSET	ITEM INPLACE	OWNER	ACTION			REMARKS				
				ADJUST	RELOCATE	LEAVE AS IS					
SP 1901-195 (TH13)											
SIBLEYMEMORIAL											
11+30 TO 11+42	69'LT-71'LT	SIG-BUR	DOT			X					
11+42 TO 11+70	71'LT-36'LT	SIG-BUR	DOT			X					
11+65 TO 11+70	0'RT-36'LT	SIG-BUR	DOT			X					
11+70 TO 11+84	36'LT-4'LT	SIG-BUR	DOT			X					
11+39 TO 11+56	62'RT-61'RT	SIG-BUR	DOT			X					
11+56 TO 11+64	61'RT-51'RT	SIG-BUR	DOT			X					
11+42	71'LT	EHH	DOT			X					
11+58	51'LT	EHH	DOT			X					
11+65	28'LT	EHH	DOT			X					
11+70	36'LT	EHH	DOT			X					
11+60	56'RT	EHH	DOT			X					
11+56	61'RT	EHH	DOT			X					
18+10	28'LT	PP	XCEL			X					
18+26'	28'RT	PP	XCEL			X					
18+10 TO 18+26	28'LT-28'RT	OHP	XCEL			X					
18+26 TO 22+03	28'RT-35'RT	OHP	XCEL			X					
19+28	26'RT	PP	XCEL			X					
20+69	26'RT	PP	XCEL			X					
22+01	35'RT	PP	XCEL			X					
22+24	50'RT	PP	XCEL			X					
22+78	54'RT	LP	XCEL			X					
22+01 TO 22+78	35'RT-54'RT	OHP	XCEL			X					
22+78 TO 23+51	53'LT-31'LT	OHP	XCEL			X					
23+51 TO 30+17	31'RT-30'RT	OHP	XCEL			X					
25+71	31'RT	PP	XCEL			X					
27+23	29'RT	PP	XCEL			X					
28+71	31'RT	PP	XCEL			X					
30+17	30'RT	PP	XCEL			X					
30+17' TO 31+58	30'LT-39'LT	OHP	XCEL			X					
31+58' TO 38+63	39'LT-56'LT	OHP	XCEL			X					
31+58	39'LT	PP	XCEL			X					
33+73	65'LT	PP	XCEL			X					
36+19	53'LT	PP	XCEL			X					
37+27	51'LT	PP	XCEL			X					
38+63	56'LT	PP	XCEL			X					
38+63 TO 39+01	56'LT-93'LT	P-BUR	DOT			X					
50+03 TO 50+19	189'LT-213'RT	OHP	XCEL			X					
50+16 TO 50+32	187'LT-211'RT	OHP	XCEL			X					
50+27 TO 50+43	197'LT-209'RT	OHP	XCEL			X					
50+12	72'LT	PP	XCEL			X					
50+26	72'LT	PP	XCEL			X					
77+86 TO 78+73	72'LT-324'RT	USL	DOT			X					
77+86 TO 78+42	72'LT-105'LT	USL	DOT			X					
78+42 TO 79+06	105'LT-50'LT	USL	DOT			X					
79+06 TO 79+27	50'LT-41'LT	USL	DOT			X					
79+24 TO 79+27	37'RT-41'LT	USL	DOT			X					
79+24 TO 81+22	37'RT-43'RT	USL	DOT			X					
81+22 TO 81+62	43'RT-56'RT	USL	DOT			X					

STATION TO STATION	OFFSET	ITEM INPLACE	OWNER	ACTION			REMARKS				
				ADJUST	RELOCATE	LEAVE AS IS					
SP 1901-195 (TH13)											
SIBLEYMEMORIAL											
11+34 TO 13+03	13'RT-5'LT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					
12+97	2'LT	WVLV	ST.PAUL REGIONAL WATER SERVICES	X							
13+31	16'RT	WVLV	ST.PAUL REGIONAL WATER SERVICES	X							
13+21	26'RT	FH	ST.PAUL REGIONAL WATER SERVICES			X					
13+03 TO 22+22	5'LT-49'RT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					
17+10	34'RT	WVLV	ST.PAUL REGIONAL WATER SERVICES			X					
17+10	34'RT	FH	ST.PAUL REGIONAL WATER SERVICES			X					
20+10	33'RT	WVLV	ST.PAUL REGIONAL WATER SERVICES			X					
20+10	36'RT	FH	ST.PAUL REGIONAL WATER SERVICES			X					
22+22 TO 22+53	49'RT-78'RT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					
22+38	69'RT	FH	ST.PAUL REGIONAL WATER SERVICES			X					
22+43	64'RT	WVLV	ST.PAUL REGIONAL WATER SERVICES			X					
22+49	64'RT	WVLV	ST.PAUL REGIONAL WATER SERVICES			X					
22+53 TO 22+67	78'RT-311'RT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					
22+54 TO 23+48	133'RT-130'RT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					
23+48 TO 23+70	130'RT-94'RT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					
22+67 TO 31+05	311'RT-322'RT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					
23+71	95'RT	FH	ST.PAUL REGIONAL WATER SERVICES			X					
31+05 TO 34+00	322'RT-152'RT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					
76+44	21'LT	FH	ST.PAUL REGIONAL WATER SERVICES			X					
76+44	0'RT	WVLV	ST.PAUL REGIONAL WATER SERVICES	X							
76+43	4'RT	WVLV	ST.PAUL REGIONAL WATER SERVICES	X							
76+44	14'LT	WVLV	ST.PAUL REGIONAL WATER SERVICES	X							
76+43	4'LT	WVLV	ST.PAUL REGIONAL WATER SERVICES	X							
76+44	21'LT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					
76+44	21'LT-55'RT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					
76+44	21'LT-55'RT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					
76+31 TO 76+44	127'RT-31'RT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					
76+31 TO 78+27	127'LT-758'LT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					
76+44 TO 79+21	7'LT-8'RT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					
79+21 TO 80+74	8'RT-4'LT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					
80+74 TO 82+24	4'LT-1'LT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					
82+14	30'LT	FH	ST.PAUL REGIONAL WATER SERVICES			X					
82+29	21'LT	WVLV	ST.PAUL REGIONAL WATER SERVICES	X							
82+24 TO 82+29	1'LT-21'LT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					
82+29 TO 83+44	21'LT-206'LT	WLIN	ST.PAUL REGIONAL WATER SERVICES			X					

NOTES:
(1) ADJUST ACCESS COVER TO FINAL GRADE.

POWER
WATER

2 OF 3



ROBERT EVBAYEKHA
LIC. NO. 25421
LICENSED PROFESSIONAL ENGINEER

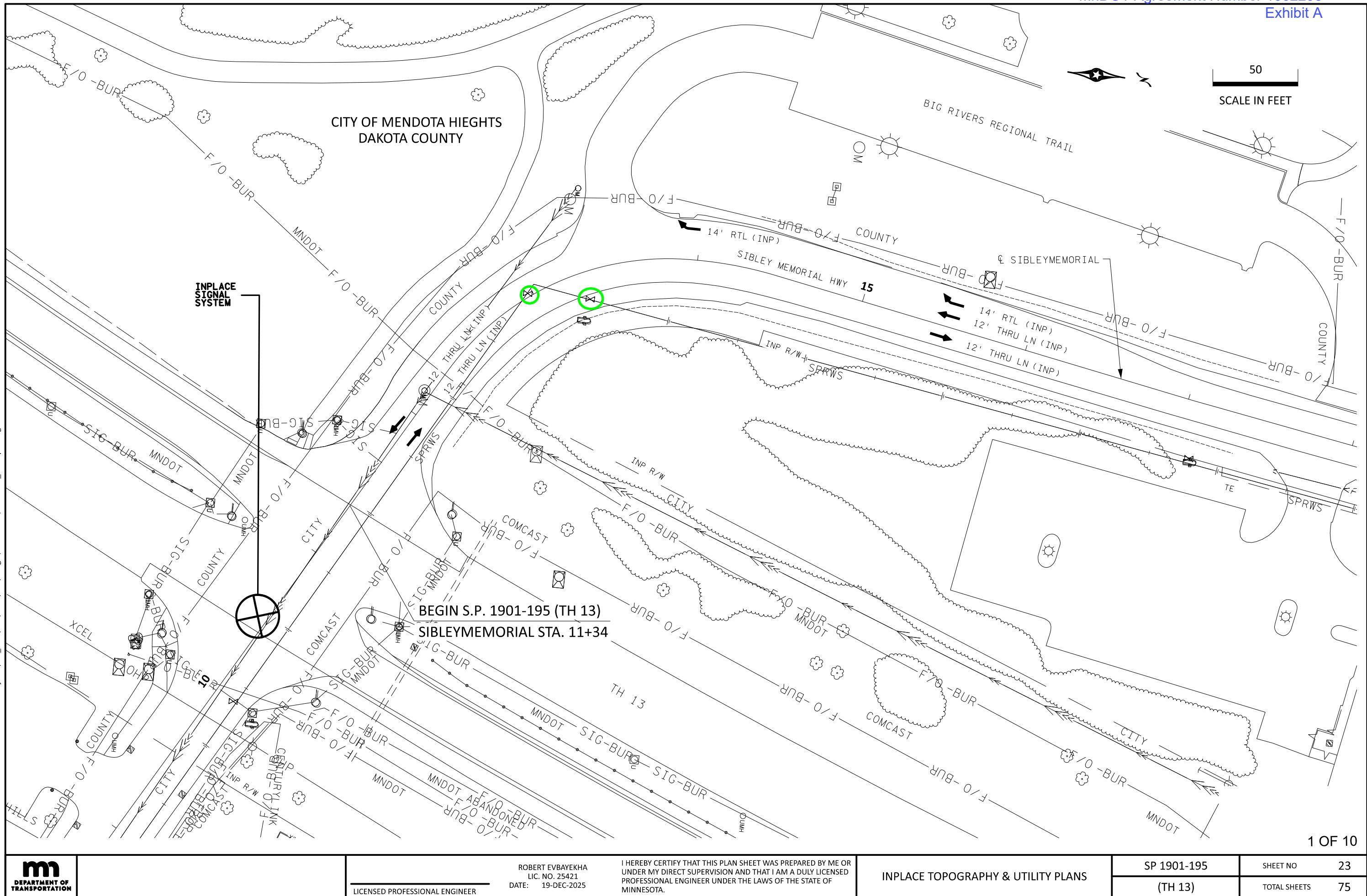
DATE: 19-DEC-2025

I HEREBY CERTIFY THAT THIS PLAN SHEET WAS PREPARED BY ME OR
UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF
MINNESOTA.

INPLACE UTILITY INFORMATION

SP 1901-195
(TH 13)

SHEET NO 12
TOTAL SHEETS 75



PLOTTED/REVISED: 19-DEC-2025

PLOT NAME: d1901195_175top-uti.dgn

10 OF 10



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LICENSED PROFESSIONAL ENGINEER

ROBERT EVBAYEKHA
LIC. NO. 25421
DATE: 19-DEC-2025

I HEREBY CERTIFY THAT THIS PLAN SHEET WAS PREPARED BY ME OR
UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF
MINNESOTA.

INPLACE TOPOGRAPHY & UTILITY PLANS

SP 1901-195

(TH 13)

SHEET NO 32
TOTAL SHEETS 75

S.P. 1901-195 Agency Agreement 1062295 with					
Saint Paul Regional Water Services					
Estimate Table					
PAYITEM	DESCRIPTION	UNIT	EST. UNIT COST	TOTAL EST. QUANTITY	TOTAL COST
2504.602	ADJUST VALVE BOX	EACH	\$ 702.77	7	\$ 4,919.39
	SUB TOTAL				\$ 4,919.39
	MnDOT Design	LUMP SUM	3.0%		\$ 147.58
	MnDOT Construction Adminstration/Inspection	LUMP SUM	8.0%		\$ 393.55
	GRAND TOTAL				\$ 5,460.52