

Prepared by the
Utility Agreements and Permits Unit
(Receivable)
(\$113,958.15)

S.P. 6215-117 (T.H. 51)
Location: from Montreal Avenue to Ford
Parkway in the City of Saint Paul
Utility Owner: Board of Water Commissioners
of the City of Saint Paul
MnDOT Agreement Number 1054145

AGENCY RELOCATION AGREEMENT

This Agreement Number 1054145 (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 6215-117 (Project) on Trunk Highway Number 51. The Project is located from Montreal Avenue to Ford Parkway in the City of Saint Paul.

The Utility Owner owns and operates watermains, its fixtures, and related equipment (Facilities) that are located on property where the State will construct the Project; said Facilities being in place prior to the construction of Trunk Highway Number 51.

On April 24, 1987, the District Court made an interpretation of Chapter 110, Special Laws of Minnesota for 1885, that the City of Saint Paul has the obligation to reimburse the Utility Owner for all adjustment costs whenever the City of Saint Paul makes improvements to city streets. When the State took Snelling Avenue from the City, the State assumed the obligation to reimburse the Utility Owner for such adjustments of waterworks facilities as a result of street improvements.

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 also requested additional work to the items that are required to be adjusted as part of the Project. The additional work is considered a betterment and therefore are at the Utility Owners expense.

The Utility Owner has requested that the State perform all the adjustment and additional work as part of the Project, rather than being reimbursed or using their own forces for the work. Including all of the Utility Owner's 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 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) Liability; and (VII) 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 relocation 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 adjust 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 relocation work causes. This obligation to indemnify extends to any attorney's fees.
- D. *Risk*: Risk of loss of partial or complete relocation 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. Once construction is complete, the Utility Owner must maintain the Facilities at its own expense.
- B. The Utility Owner may open and disturb the trunk highway right of way without a permit in the case of an emergency that is dangerous to the public and requires immediate attention. Upon learning of 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 relocation work is \$113,958.15.
- B. The Utility Owner agrees to pay the State the total cost it incurs to adjust the Facilities. The total cost will include:
 1. The construction cost, which consists of all of the Contractor's bid item costs to satisfactorily adjust 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 adjust 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 relocation 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. Liability

- A. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State of Minnesota. Minnesota Statutes Chapter 466 and other

applicable law govern liability of the Utility Owner. This clause will not be construed to bar any legal remedies a party may have to fulfill its obligations under this contract.

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: _____
Patrick Shea
General Manager
Saint Paul Regional Water Services

By: _____
Mara Humphrey
President

Date: _____

Date: _____

Approved as to form:

By: _____
Mollie Gagnelius
Secretary

By: _____
Assistant City Attorney

Date: _____

Date: _____

By: _____
John McCarthy
Director
Office of Financial Services

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: _____

(JZ)

WATER MAIN													
STATION TO STATION	OFFSET	TRENCH EXCAVATION	WATER SERVICE TRENCH EXCAVATION	WATER UTILITY HOLE	GRANULAR BACKFILL	ABANDON WATER MAIN	SALVAGE HYDRANT & VALVE	REMOVE HYDRANT	REMOVE WATER MAIN	CURB BOX	ADJUST CURB BOX	VALVE BOX	ADJUST VALVE BOX
		LIN FT	LIN FT	EACH	TON	LIN FT	EACH	EACH	LIN FT	EACH	EACH	EACH	EACH
SP 6215-117 TH 51 NB													
112+21	41' LT												1
112+33	42' RT												1
112+33.5	59' LT												1
112+34	44' RT												1
112+94	62' LT												1
113+54	27' LT												1
113+56	34' LT												1
114+14 TO 114+35	41' RT	21			90			1	10				
114+18	39' RT												1
114+39	17' RT TO 40' RT	23			98								1
120+14	48' LT										1		
124+44	37' RT												1
126+30	38' RT												1
126+92	34' RT												1
127+16	37' RT												1
127+21	35' RT												2
127+30	35' RT												1
127+26 TO 127+44	33' RT TO 18' RT	39			166			1	6				1
128+03	35' LT												1
128+27	49' LT											1	
128+43	34' RT			1	19		1						
128+57	18' LT TO 34' LT	16			68								1
130+68	17' LT												1
131+16	42' LT												1
131+22	37' LT												1
131+29	43' LT												1
SP 6215-117 (A) TOTALS		99		1	441		1	2	16		2		23
ST PAUL REGIONAL WATER SERVICES (SPRWS)													
TH 51 NB													
112+33	36' LT			1	19								
112+33	41' RT			1	19								
112+33	36' LT TO 41' RT					81							
112+73 TO 112+98	37' LT TO 53.5' LT	33			141				27				

(A) 80% FEDERAL AID/20% STATE AID



ENGINEERING DIVISION
1900 RICE STREET NORTH
SAINT PAUL, MN 55113

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

REVISIONS: _____ PROJ. NO. 24-00-003

SIGNATURE: [Signature] DATE: 08/30/2023

PRINTED NAME: RICH HIBBARD DESIGNED: AMB

DATE: 08/30/2023 REG. NO. 49189 REVIEWED: RWH

Page 1 of 6

WATER MAIN TABS
SNELLING AVE S
STATE PROJ. NO. 6215-117 (TH 51)
2024
164-010-087

SHEET:
W8
OF W7

WATER MAIN													
STATION TO STATION	OFFSET	TRENCH EXCAVATION	WATER SERVICE TRENCH EXCAVATION	WATER UTILITY HOLE	GRANULAR BACKFILL	ABANDON WATER MAIN	SALVAGE HYDRANT & VALVE	REMOVE HYDRANT	REMOVE WATER MAIN	CURB BOX	ADJUST CURB BOX	ADJUST VALVE BOX	
		LIN FT	LIN FT	EACH	TON	LIN FT	EACH	EACH	LIN FT	EACH	EACH	EACH	EACH
112+73 TO 112+98	37' LT TO 53.5' LT	33			141				27				
112+77	41' LT											1	
112+96 TO 116+12	41' LT TO 56' LT					326							
113+39	32' LT - 51' LT		19	2	35					1			
116+14.5	30' LT TO 70'	40			171				16			1	
116+17 TO 119+40	56' LT TO 56' LT					343							
119+42	30' LT TO 66'	36			154				14			1	
119+45 TO 122+67	56' LT TO 56' LT					339							
120+14	31' LT TO 43' LT		12	2	38								
122+70	30' LT TO 76' LT	46			196				24			3	
122+73 TO 125+65	56' LT TO 56' LT					311							
125+68	30' LT TO 77' LT	47			201				25			1	
125+77 TO 127+12	56' LT TO 40' LT					150							
127+16	29' LT TO 45' LT	16			68							1	
128+27	36' LT TO 44' LT		8	2	26							2	
128+41	22' LT			1	19								
128+76 TO 129+43	40' LT	66			282								
129+18	45' LT TO 77' LT	32			137			1	32			2	
129+22 TO 129+29	67' LT	7			30								
128+41	20' LT TO 33' RT					53							
128+82 TO 129+15	42' LT TO 55' LT					41							
129+21 TO 129+37	55' LT TO 43' LT					25							
129+91	37' LT TO 45' LT		8	2	26								
130+73	14' LT				19						1		
131+09 TO 132+08	42' LT TO 51' LT	105			448				87			1	
SPRWS(C) TOTALS		428	47	11	2029	1669		1	225	1		1	13
TOTALS		527	47	12	2470	1669	1	3	241	1	2	1	36

100% SAINT PAUL REGIONAL WATER



ENGINEERING DIVISION
1900 RICE STREET NORTH
SAINT PAUL, MN 55113

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

REVISIONS: _____ PROJ. NO. 24-00-003

SIGNATURE: [Signature] DATE: 08/30/2023

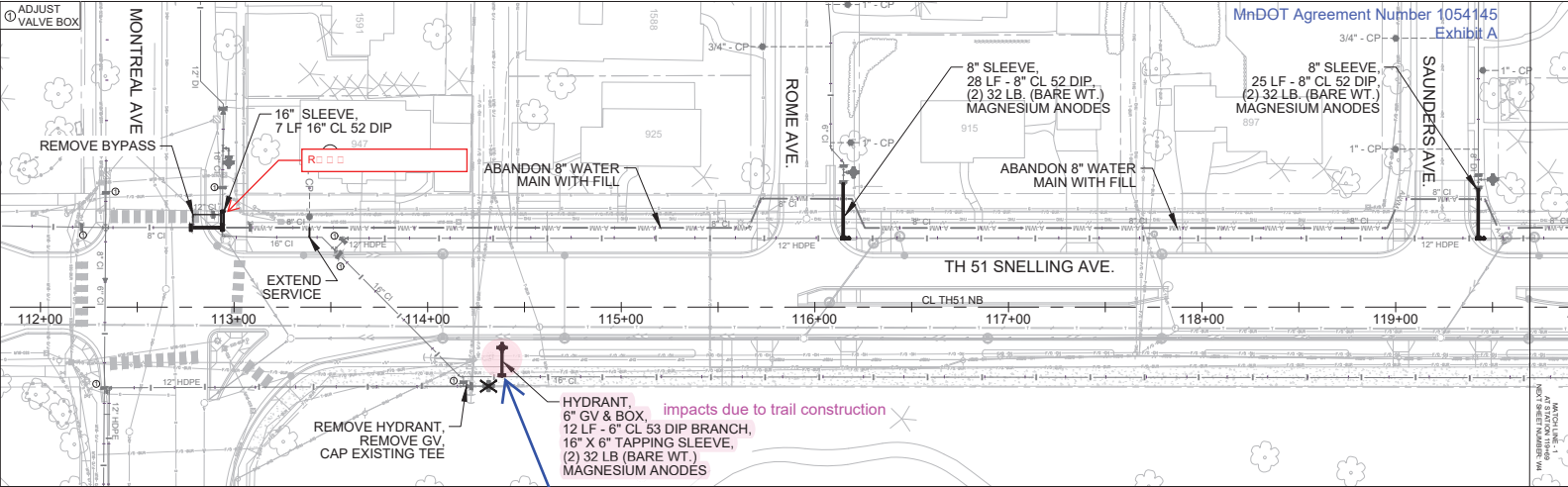
PRINTED NAME: RICH HIBBARD DESIGNED: AMR

DATE: 08/30/2023 REG. NO. 49189 REVIEWED: RWH

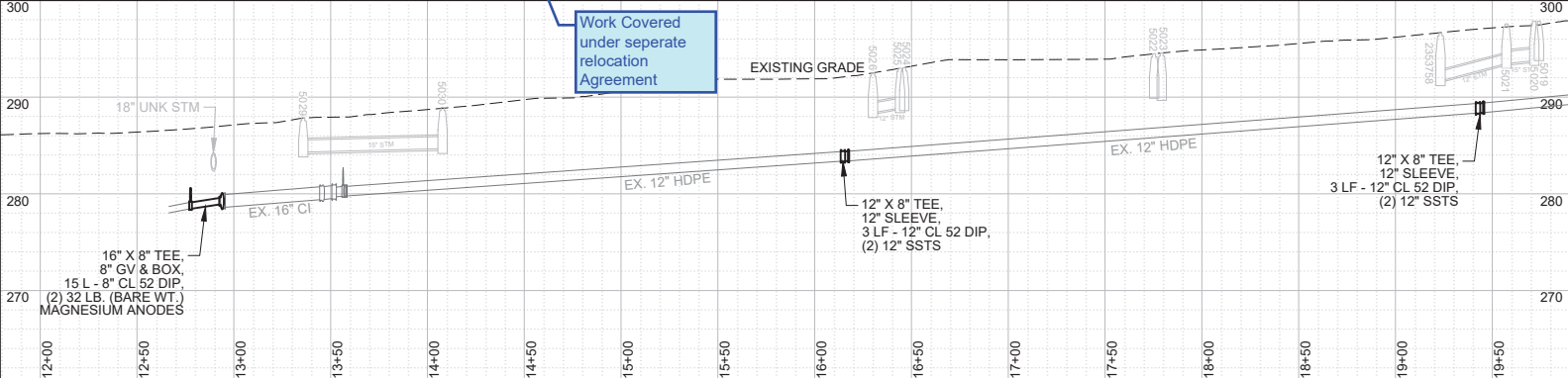
Page 2 of 6

WATER MAIN TABS
SNELLING AVE S
STATE PROJ. NO. 6215-117 (TH 51)
2024
164-010-087


SHEET:
W7
OF W7



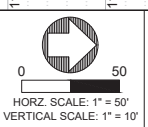
MnDOT Agreement Number 1054145
Exhibit A



Work Covered under separate relocation Agreement



ENGINEERING DIVISION
1900 RICE STREET NORTH
SAINT PAUL, MN 55113



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

90% DRAFT

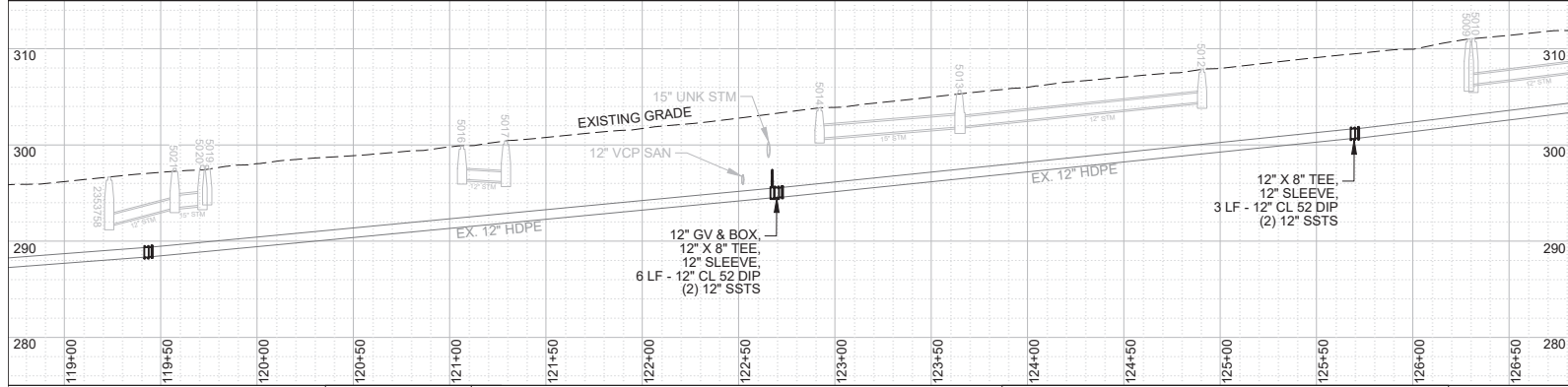
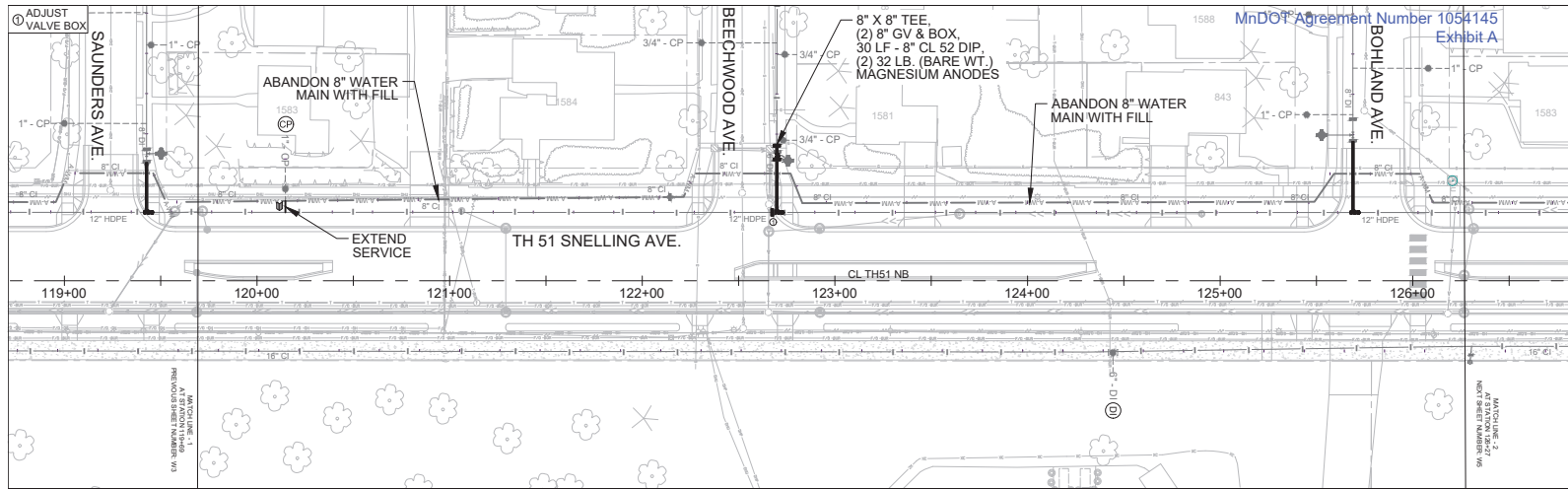
SIGNATURE: _____
PRINTED NAME: TOM JAUGUET
DATE: 06/14/2023 REG. NO.: 59970

REVISIONS: _____
PROJ. NO.: 24-00-XXXX
DATE: 06/14/2023
DESIGNED: AMB
REVIEWED: TMI

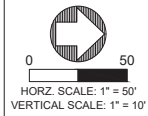
Page 3 of 6

PROPOSED WATER MAIN
SNELLING AVE S
STATE PROJ. NO. 6215-117 (TH 51)
2024
164-010-087

SHEET:
W3
OF W6



SAINT PAUL REGIONAL WATER SERVICES
ENGINEERING DIVISION
1900 RICE STREET NORTH
SAINT PAUL, MN 55113



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

90% DRAFT

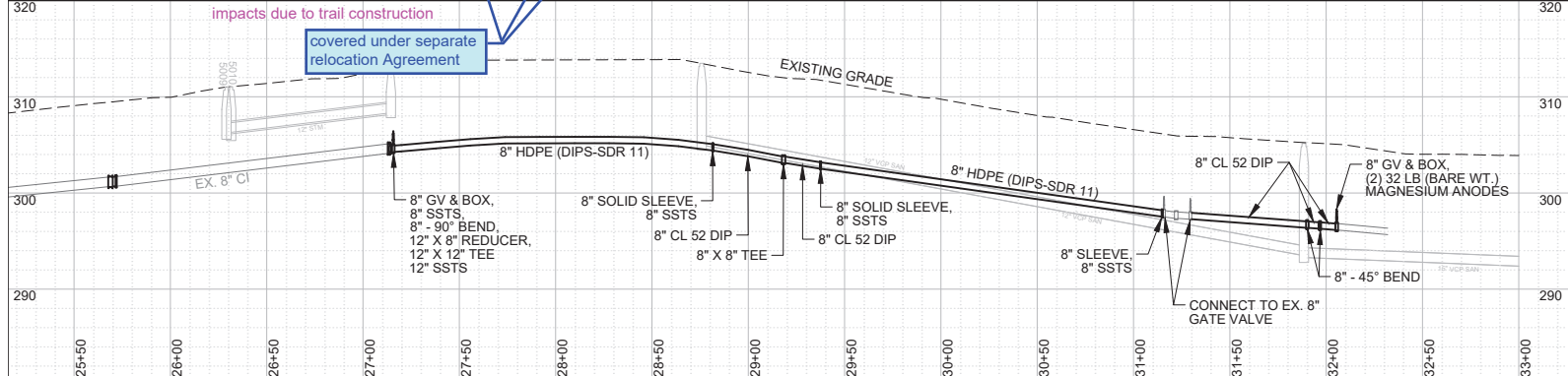
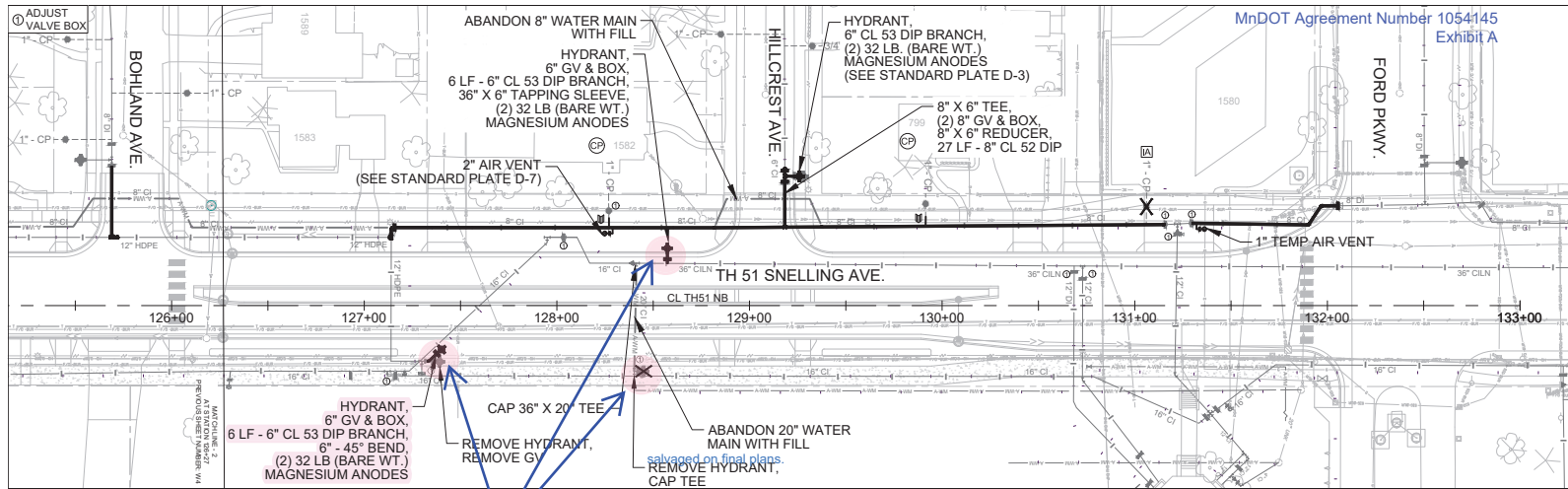
REVISIONS: _____ PROJ. NO. 24-00-XXXX
DATE: 06/14/2023
DESIGNED: JMB
REVIEWED: TMI

SIGNATURE: _____
PRINTED NAME: TOM JAUQUET
DATE: 06/14/2023 REG. NO. 59970

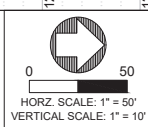
Page 4 of 6

PROPOSED WATER MAIN
SNELLING AVE S
STATE PROJ. NO. 6215-117 (TH 51)
2024
164-010-087

SHEET:
W4
OF W6



SAINT PAUL REGIONAL WATER SERVICES
ENGINEERING DIVISION
1900 RICE STREET NORTH
SAINT PAUL, MN 55113



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

90% DRAFT

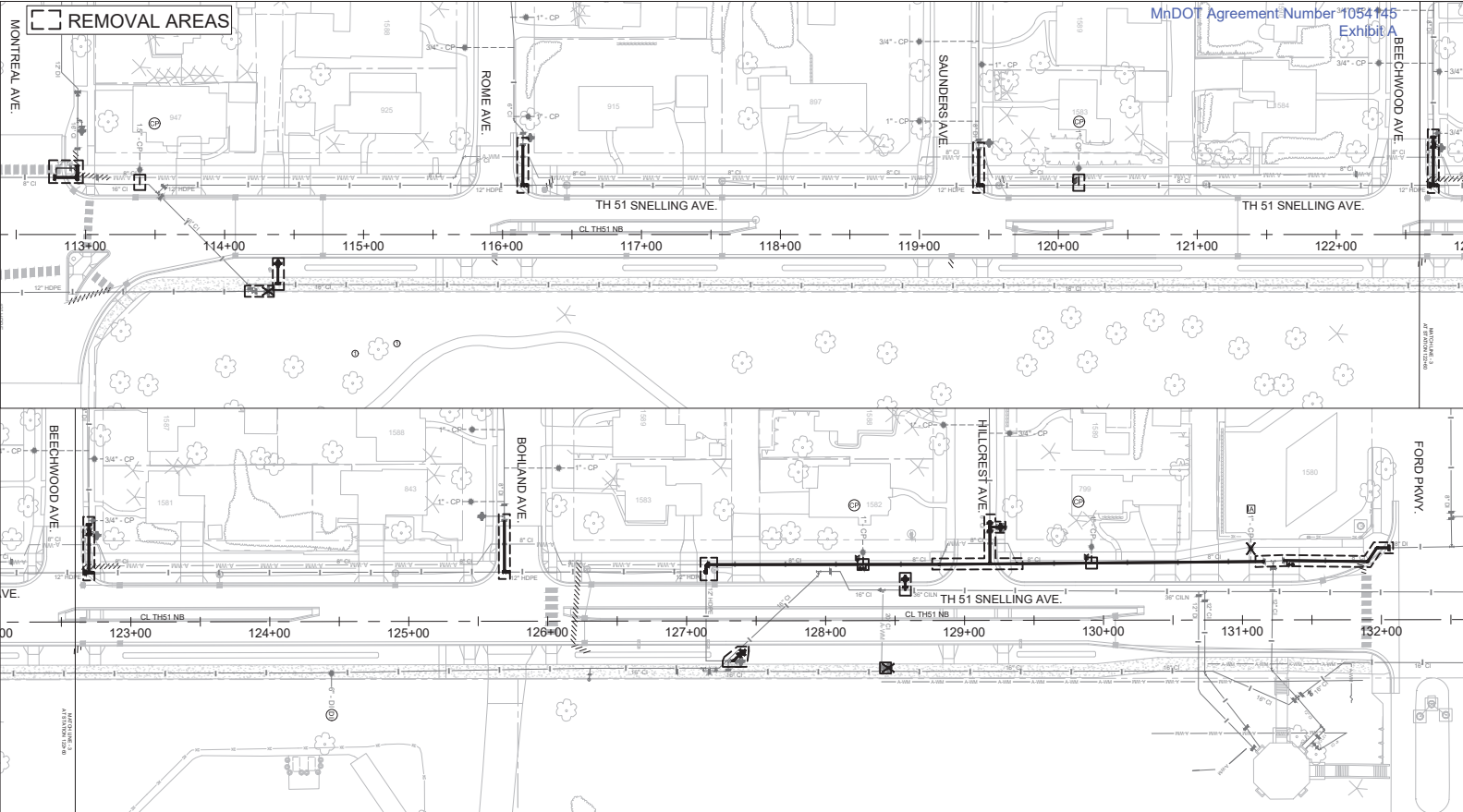
SIGNATURE: _____
PRINTED NAME: TOM JAUGUET
DATE: 06/14/2023 REG. NO.: 59970

REVISIONS: _____
PROJ. NO.: 24-00-XXXX
DATE: 06/14/2023
DESIGNED: JMB
REVIEWED: TMI




Page 5 of 6

PROPOSED WATER MAIN
SNELLING AVE S
STATE PROJ. NO. 6215-117 (TH 51)
2024
164-010-087

SHEET:
W5
OF W6



MnDOT Agreement Number 1054145
Exhibit A

 <p>SAINT PAUL REGIONAL WATER SERVICES</p>	<p>ENGINEERING DIVISION 1900 RICE STREET NORTH SAINT PAUL, MN 55113</p>	  <p>SCALE: 1" = 65'</p>	<p>I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.</p> <p>90% DRAFT</p> <p>SIGNATURE: _____ PRINTED NAME: TOM JAUQUET DATE: 06/14/2023 REG. NO.: 59970</p>	<p>REVISIONS: _____ PROJ. NO. 24-00-XXXX DATE: 06/14/2023 DESIGNED: AMB REVIEWED: TMI</p>	<p>EXCAVATION AREAS</p> <p>SNELLING AVE S STATE PROJ. NO. 6215-117 (TH 51) 2024 164-010-087</p>	<p>SHEET: W6 OF W6</p>
---	---	--	--	---	---	---------------------------------------

S.P. 6215-117 Agency Agreement 1054145										
Saint Paul Regional Water Services										
Cost Estimate Table										
					100% MnDOT FUNDS		100% SPRWS FUNDS		TOTAL W.M.	
LONG PAY ITEM	PAY ITEM	DESCRIPTION	UNIT	EST. UNIT COST	EST. QUANTITY	COST	EST. QUANTITY	COST	EST. QUANTITY	COST
2104.502/00880	2104.502	REMOVE HYD	EACH	\$ 400.00	2	\$ 800.00	1	\$ 400.00	3	\$ 1,200.00
2104.502/02080	2104.502	SALVAGE HYD	EACH	\$ 500.00	1	\$ 500.00			1	\$ 500.00
2104.503/00270	2104.503	REMOVE WA	LIN FT	\$ 35.00	16	\$ 560.00	225	\$ 7,875.00	241	\$ 8,435.00
2104.603/01850	2104.603	ABANDON WA	LIN FT	\$ 5.00		\$ -	1669	\$ 8,345.00	1669	\$ 8,345.00
2451.609/00030	2451.609	GRANULAR B	TON	\$ 10.00	441	\$ 4,410.00	2029	\$ 20,290.00	2470	\$ 24,700.00
2504.602/00030	2504.602	VALVE BOX	EACH	\$ 950.00		\$ -	1	\$ 950.00	1	\$ 950.00
2504.602/00034	2504.602	ADJUST VALV	EACH	\$ 600.00	23	\$ 13,800.00	13	\$ 7,800.00	36	\$ 21,600.00
2504.602/03006	2504.602	CURB BOX	EACH	\$ 600.00		\$ -	1	\$ 600.00	1	\$ 600.00
2504.602/03008	2504.602	ADJUST CURB	EACH	\$ 450.00	2	\$ 900.00			2	\$ 900.00
2504.602/09305	2504.602	WATER UTILIT	EACH	\$ 1,500.00	1	\$ 1,500.00	11	\$ 16,500.00	12	\$ 18,000.00
2504.603/00002	2504.603	WATER SERV	LIN FT	\$ 75.00		\$ -	47	\$ 3,525.00	47	\$ 3,525.00
2504.603/00080	2504.603	TRENCH EXC	LIN FT	\$ 85.00	99	\$ 8,415.00	428	\$ 36,380.00	527	\$ 44,795.00
SUB TOTAL						\$ 30,885.00		\$ 102,665.00		\$ 133,550.00
					MnDOT Design	LUMP SUM	3.0%	\$ 3,079.95		
					MnDOT Construction Administration/Inspection	LUMP SUM	8.0%	\$ 8,213.20		
AGENCY AGREEMENT GRAND TOTAL										\$ 113,958.15