

FOR BOARD ACTION

Agenda Item # 7.b.

Meeting Date:

3/29/05

SUBJECT: Highway 63 Project Mn/DOT Contract No. 87894
Reimbursement Agreement Approval
HWY 63 North of Woodlakes Drive

PREPARED BY: Steven J. Cook 
Senior Electrical Engineer

ITEM DESCRIPTION:

RFU has approximately 100 feet of 3-phase primary distribution line located within an easement along the East edge of the HWY 63 construction North of Woodlakes Drive. The cable in question needs to be relocated because of HWY 63 road construction and the Minnesota Department of Transportation and Rochester Public Utilities Staff have reached an agreement for a lump sum relocation agreement.

Based on the best information available at this time, the estimated costs are listed below:

Estimated total project cost	\$4,499.99
Mn/DOT agreement amount	\$4,499.99

UTILITY BOARD ACTION REQUESTED:

The Board is requested to approve the attached Reimbursement Agreement No. 87894 with the Minnesota Department of Transportation and to request the Mayor and City Clerk to execute the agreement.

Reviewed 3-24-05 WNR


General Manager

3/24/05
Date

ROCHESTER PUBLIC UTILITIES

Prepared by:
Utility Agreements Unit
(Payable)
(\$4,499.99)

S.P. 5509-62 (T.H. 63)
On T.H. 63 from 1.32 mi. S. of Jct. T.H. 52 to
0.08 mi. N. of Jct. T.H. 52
Rochester Public Utilities
Mn/DOT Agreement No. 87894

RELOCATION AGREEMENT

THIS AGREEMENT made by and between the State of Minnesota, acting by and through its Commissioner of Transportation, hereinafter called the "State", and the City of Rochester, Minnesota Municipal Corporation, acting through its Public Utility Board, hereinafter called the "City",

WITNESSETH THAT:

WHEREAS, the State has prepared plans and specifications and proposes to let a contract for the construction of a project on Trunk Highway No. 63, said project being identified as State Project No. 5509-62, and the project being located on T.H. 63 from 1.32 mi. S. of Jct. T.H. 52 to 0.08 mi. N. of Jct. T.H. 52; in the City of Rochester, Olmsted County, Minnesota, and

WHEREAS, certain facilities owned and operated by the City are presently located on a dedicated utility easement in which the City has claimed reimbursement, and is within the limits of said State Project No. 5509-62; and

WHEREAS, Minnesota Statutes Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to acquire by purchase, gift, or eminent domain proceedings as provided by law, in fee or in such lesser estate as the Commissioner deems necessary, all lands and properties necessary in laying out, constructing, maintaining, and improving the trunk highway system; and

WHEREAS, state law requires a written Agreement between the State and the City setting forth their separate responsibilities:

NOW, THEREFORE, IT IS AGREED:

ARTICLE I - THE CITY, in consideration of the terms and conditions set forth, WILL:

ACQUIRE all necessary replacement rights-of-way.

RELOCATE its facilities, together with all appurtenances thereto, in accordance with the plans which are made a part hereof and which are attached hereto, marked Exhibit A, in accordance with applicable codes and the following terms and conditions:

PERFORM all work to the satisfaction of the State's assigned Project Engineer, hereinafter referred to as the "Field Engineer", and the State's Director, Pre-Letting Section, hereinafter referred to as the "Director", before final payment is made by the State.

STAKE within the limits of the trunk highway right-of-way the location and the elevation of the proposed facility, and have such location and elevation approved by the Field Engineer prior to actual construction.

COMMENCE its relocation within 30 days after receipt of the Notice and Order from the State. All such relocation operations shall be under the direction of the Field Engineer and shall be coordinated with the highway contractor's operations. The City shall notify the Field Engineer two days prior to commencing each phase of the work operations and shall also notify the Field Engineer upon completion of each phase of the work operations.

PERFORM the relocation as shown on the attached Exhibit A for the herein agreed upon reimbursable lump sum of \$4,499.99. Attached hereto, marked Exhibit B and made a part hereof, is a statement of lump sum cost of the work to be performed by the Utility in relocating said facilities.

ABANDON in place those materials which need not be removed because of project requirements and those materials whose salvage costs would exceed the salvage value. Any facilities abandoned within the right-of-way limits of the trunk highway shall become the property of the State's contractor.

TOGETHER with the City's contractor, at all times comply with safety regulations contained in Minnesota Rules part 8810.3400, subpart 5, during all their construction and maintenance operations. In addition, the City and/or its contractor shall furnish each flagger with a copy of the current edition of the State of Minnesota, Department of Transportation, "Field Manual", which is Part IV of the "Minnesota Manual of Uniform Traffic Control Devices", and shall observe the rules and regulations contained therein. The City and/or its contractor shall require each flagger to carry a copy of the "Field Manual" during their construction and maintenance operations. The City and/or its contractor shall also furnish each flagger with the required vest, helmet, hand sign, flags, and any other necessary equipment. The above provisions shall not in any way relieve the City and/or its contractor of any of their legal responsibilities or liabilities for the safety of the public. Copies of the "Field Manual" may be obtained from the Field Engineer.

COMPLETE all underground installations within the proposed roadways in advance of the highway contractor's base work operations. In backfilling the excavation, there shall be no substitution for material unless specifically authorized by the Field Engineer. Rejected material shall be disposed of within the highway right-of-way as directed by the Field Engineer. All material replaced in the excavation shall be properly mechanically compacted, and drainage and slopes shall be restored, to the satisfaction of the Field Engineer.

RESTORE, to the satisfaction of the Field Engineer, all pollution control measures which have been installed by the State's contractor in accordance with the National Pollutant Discharge Elimination System permit issued for the State's construction project, hereinafter referred to as the "NPDES permit", which are disturbed by the Utilities relocation operations. Pollution control measures shall include, but not be limited to, silt fences and/or slope stabilization measures as seed and mulch, and any other measures necessary to comply with the NPDES permit.

SUBMIT to the Director, prior to commencing the utility relocation herein described, one copy of a permit application, including 4 copies of the "proposed" sketches, for all facilities within or crossing highway right-of-way.

UPON completion of all work under this Agreement, furnish the State with one original of a request for payment for the herein agreed lump sum, signed by a representative of the City.

THEREAFTER, upon completion of such relocation, the City shall maintain such facilities at its own expense. Should any such maintenance require work on trunk highway right-of-way, the City shall first obtain a written permit from the proper authority, which application shall be acted upon promptly and shall not be unreasonably refused. Said permit shall contain reasonable regulations relating to such maintenance. The City may open and disturb the surface of the trunk highway right-of-way without a permit only where an emergency exists that is dangerous to the life or safety of the public and requires immediate repair. The City, upon knowledge of such emergency, shall immediately notify the Minnesota State Patrol. The City shall take all necessary and reasonable safety measures to protect the traveling public, and shall cooperate fully with the State Patrol to that end. In such event, the City shall request a permit from the proper authority not later than the second working day thereafter.

INDEMNIFICATION. The City will indemnify, save and hold harmless the State and all of its agents and employees of and from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the performance or nonperformance of the work to be performed by the City provided for herein, and further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder by virtue of the performance or nonperformance of the work to be performed by the City as provided for herein.

ARTICLE II. - THE STATE'S OBLIGATION

THE STATE, upon being furnished satisfactory proof that said facilities, together with all appurtenances thereto, have been relocated to the satisfaction of the Field Engineer, the Director, and in accordance with applicable codes, WILL:

REIMBURSE the City the herein agreed upon lump sum of \$4,499.99 subsequent to receipt of one signed original of the invoice.

IT IS FURTHER AGREED that the payment of such sums as are provided for above shall be settlement in full for any and all damages, demands, claims, actions or causes of action of any kind or nature whatsoever, that may arise out of the relocation of the City's facilities.

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S.P. 5509-62 (T.H. 63)
Olmsted County
Rochester Public Utilities

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

CITY OF ROCHESTER

By _____

Its Mayor

By _____

Its City Clerk

Approved as to form:

By _____

Its City Attorney

ROCHESTER PUBLIC UTILITIES

Approved:

By _____

Its General Manager

S.P. 5509-62 (T.H. 63)
Olmsted County
Rochester Public Utilities

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

State Encumbrance Verification

*Individual certifies that funds have been encumbered as
required by Minn. Stat. §§ 16A.15 and 16C.05.*

By: _____

Date: _____

Maps Contract No. _____

Maps Order No. _____

Department of Transportation

Recommended for Approval:

Approved:

By _____
District Engineer

By _____
Director, Office of Technical Support

Date _____

Date _____

Office of Contract Management
Approved as to Form and Execution:

By _____

Date _____

MKR

Department of Administration

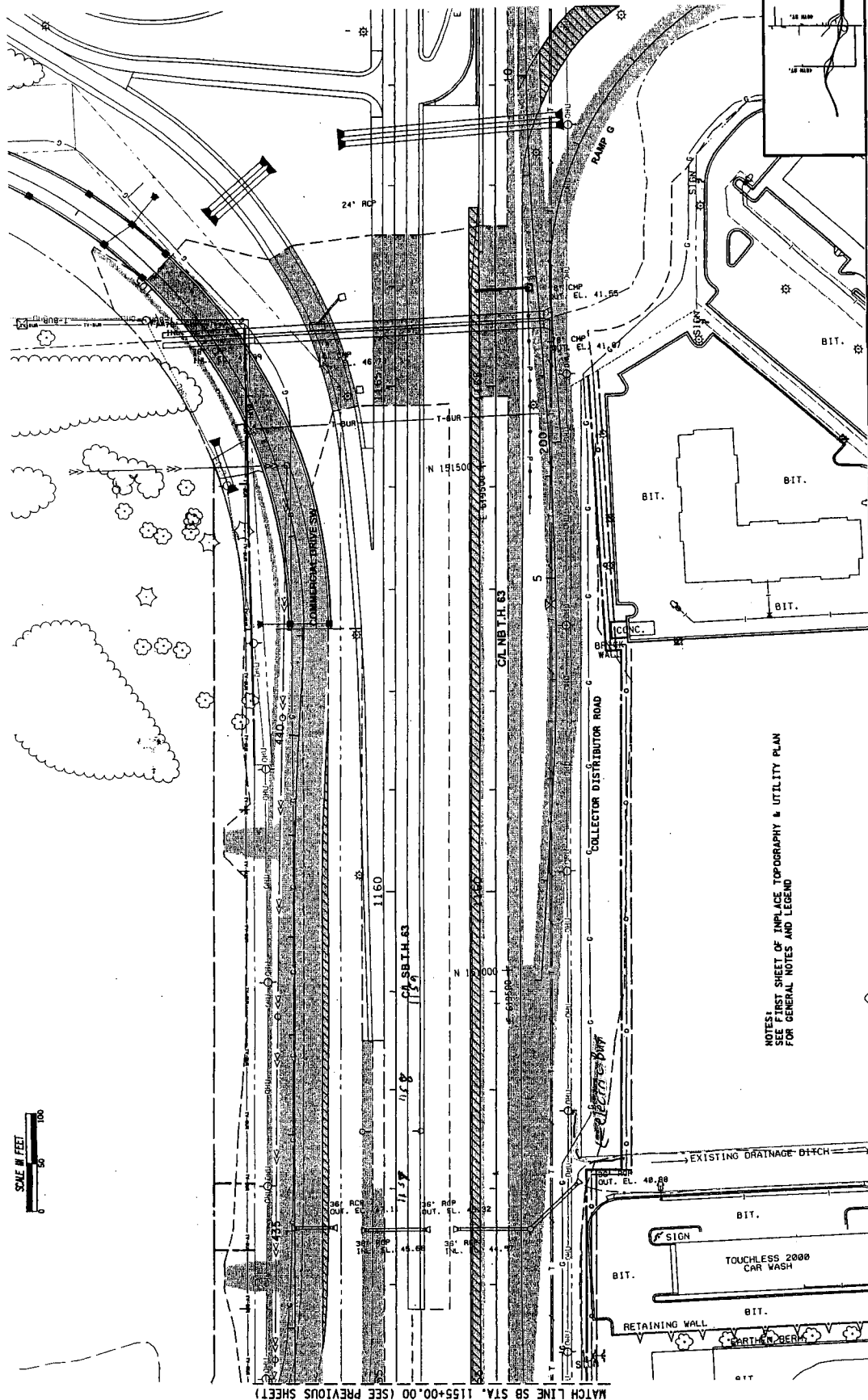
By _____

Date _____

The following is a breakdown of our costs related to the relocation of the 100 ft of cable along the west edge of Lot 3, Block 1 of Wood Lake Park Subdivision.

Description	QTY	Labor	Material & Loadings	Extended
Switching	2	\$200.00	\$0.00	\$200.00
Cable	300 ft	\$300.00	\$100.00	\$400.00
Junction	1	\$827.59	\$2,222.40	\$3,049.99
5" Conduit	100 ft	\$200.00	\$150.00	\$350.00
Excavation/Backfill	100 ft	\$500.00		\$500.00
				\$4,499.99

EXHIBIT B



NOTES:
 SEE FIRST SHEET OF INPLACE TOPOGRAPHY & UTILITY PLAN
 FOR GENERAL NOTES AND LEGEND

Richard Augustin

CERTIFIED BY:

LIC. NO. 23599 DATE 21-JAN-2005

INPLACE TOPOGRAPHY AND UTILITIES
 STA. 1155+00.00 TO STA. 1167+50.00
 STATE PROJ. NO. 5509-62 (TH 63) SHEET NO. 184 OF 377 SHEETS

EXHIBIT A



RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a Relocation Agreement contract and request the Mayor and City Clerk to execute the agreement for:

Highway 63 Project Mn/DOT Contract No. 87894

The amount of the Relocation Agreement to be FOUR THOUSAND NINE HUNDRED NINTY NINE AND 99/100 DOLLARS (\$4,999.99)

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 29th day of March, 2005.

President

Secretary