



Request for City Council Committee Action from the Department of Public Works

Date: April 21, 2015

To: Honorable Kevin Reich, Chair Transportation & Public Works Committee

Referral to: Honorable John Quincy, Chair Ways and Means Committee

Subject: **Authorization to Execute the Cooperative Construction Agreement for the 7th St Ramp Project**

Recommendation:

Passage of a resolution authorizing the proper City Officials to enter into and execute the proposed Cooperative Construction Agreement with the Minnesota Department of Transportation (MnDOT) for the 7th St Ramp Project.

Previous Directives:

July 18, 2014 – Acceptance of a Transportation Economic Development Program grant in the amount of \$6,790,000.

July 18, 2014 – Passage of Resolution 2014R-311 amending the 2014 Capital Budget to establish the 7th St Ramp Project and increasing the appropriation for the project by \$6,790,000.

July 18, 2014 – Authorizing the proper City officers to execute a contract with SRF Consulting Group, Inc. to provide professional services for project management, community outreach, and final design related to the 7th St Ramp Project in the amount of \$799,000.

July 18, 2014 – Approval of the 7th St Ramp Project layout.

May 10, 2013 – City Council authorized the proper City officers to submit a funding application to the Minnesota Department of Transportation Transportation and Economic Development Program.

Department Information

Prepared by: Jenifer Hager, Principal Professional Engineer 673-3625

Approved by: _____
Steven A. Kotke, P.E., Director of Public Works

Presenters in Committee: Jenifer Hager, Principal Professional Engineer

Financial Impact

Action is within the approved budget.

Community Impact

City Goals: Great Places - Natural and built spaces work together and our environment is protected.

Supporting Information

In 2013 the City applied for and was awarded funding in the amount of \$6,790,000 from the Minnesota Department of Transportation (MnDOT) Transportation and Economic Development Program (TED). The project is to realign the I-94W exit from 5th St to 7th St in Downtown as recommended in the Downtown Freeway Study and the Downtown Action Plan. The local match for this project is programmed in the capital improvement program for 2015 and includes \$3,000,000 of net debt bonds and \$710,000 of municipal state aid funding for a total project budget of \$10,500,000.

The City led the design of this project and is working closely with MnDOT. MnDOT will own and operate this new bridge once construction is complete. The project is currently out for bid and construction is anticipated to begin in June or July of this year. The partnership between the City and MnDOT on this project will continue into construction with MnDOT taking the lead during construction. The proposed cooperative agreement includes standard TED Grant terms and conditions including the following:

- The City will perform grading, bituminous and concrete paving, lighting, TMS, signal, and Bridge No. 27W27 construction and other associated construction upon, along and adjacent to 7th Street and the new Trunk Highway No. 94, 7th Street Off Ramp from 11th Avenue to the existing Trunk Highway No. 94, 5th Street Off Ramp according to City-prepared plans, specifications and special provisions designated by the State as State Aid Project No. 141-010-088 and State Project No. 2781-462 (T.H. 94=104).
- The City has applied for funding thru the Chapter 388 Transportation Economic Development ("TED") Program allowing State Trunk Highway funds to be used for the State's share of the Project's construction costs based on MnDOT's Cost Participation Policy. The maximum amount of "TED" funds to be made available for the State's share of the Project's construction costs will be capped at \$6,790,000.00.
- The State will participate in the costs of the grading, bituminous and concrete paving, lighting, TMS, signal, and Bridge No. 27W27 construction for the Trunk Highway No. 94, 7th Street Ramp and the State is willing to participate in the costs of said construction in an amount not to exceed \$6,790,000.00.
- The State will turn back Bridge No. 27877, i.e. the 5th St Ramp Bridge, and the City will accept full and total responsibility and all obligations and liabilities arising out of or by reason of its use, operation, maintenance, repair and reconstruction without cost or expense to the State.
- The State will supply the services of a registered professional engineer to perform the construction engineering, construction and material inspection in the manner currently used by the State and according to the agreement.
- The State will retain ownership of its trunk highway right-of-way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State.
- The State will perform the construction and material inspection for the Project.
- The State will grant the City the right to occupy trunk highway right-of-way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering and supporting such

construction, and may be revoked by the State with cause. The State will have no liability to the City for revoking this right of occupancy if there is good cause.

- City and State concurrence must be obtained before the State authorizes change orders and supplemental agreements that significantly increase their cost. All changes in the Project Plans and all addenda, change orders and supplemental agreements must be approved by the State District Engineer's authorized representative.
- The City will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.
- The City will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The City will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Right-of-Way or import of materials onto State Right-of-Way.
- The City will provide for an Environmental Consultant to be on site to observe and document the excavation, handling and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the City to MnDOT, the City hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste, and provide oversight of any soil and groundwater handling and disposal. The City will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.
- The City will obtain all right-of-way, easements, construction permits and any other permits and sanctions that may be required.
- The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- The cost for the major maintenance of the two storm water treatment ponds constructed a part of the Project will be split 47% City and 53% State.
- Neither party to the Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.
- 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.
- In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.
- Risk related to cost overruns and schedule adherence will be assumed by the City.

Resolution 2015R-XXX

By Reich

7th St Ramp Project Cooperative Construction Agreement between the City of Minneapolis and the Minnesota Department of Transportation

Authorizing the proper City Officials to enter into and execute the proposed Cooperative Construction Agreement with the Minnesota Department of Transportation (MnDOT) for the 7th St Ramp Project.

Whereas, the City Council authorized the submittal of a grant funding application to the Transportation and Economic Development Program administered by the Minnesota Department of Transportation, and;

Whereas, the project received a grant award in an amount not to exceed \$6,790,000, and;

Whereas, the City and MnDOT have been working cooperatively together in the design of the 7th St Ramp Project, and;

Whereas, MnDOT will oversee the construction administration of the project and retain ownership of the ramp infrastructure upon completion of the project, and;

Whereas, the City will take on ownership of the existing 5th St Bridge as a result of the realigned freeway exit;

Now Therefore Be It Resolved by the City Council of the City of Minneapolis:

That the proper City Officials are authorized to enter into and execute the proposed cooperative construction agreement with MnDOT.