



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

Date: January 28, 2014

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

Re: Honorable John Quincy, Chair Ways and Means Committee

Subject: **State of Minnesota, Department of Transportation (MnDOT) and the City of Minneapolis Master Partnership Contract No. 05259**

Recommendation:

Authorize the proper City Officials to execute Master Partnership Contract No. 05259 between the State of Minnesota, Minnesota Department of Transportation (MnDOT) and the City of Minneapolis, for a term ending June 30, 2017.

Previous Directives:

January 9, 2008 City Council authorized the proper City Officials to execute Agreement No. 92725 for the Master Partnership Contract between the State of Minnesota, Department of Transportation and the City of Minneapolis, effective for five years following its effective date. The City Council amended Resolution 2005 R-166 Delegating Authority to Make and Execute Form Contracts to provide an addition to Exhibit A that provides the City Engineer with Additional Contract Authority.

Department Information:

Prepared by: Michael D. Kennedy, P.E., Director Transportation Maintenance & Repair

Approved by: _____

Steven A. Kotke, P.E., Director of Public Works

Presenters in Committee: Michael D. Kennedy, P.E., Director Transportation Maintenance & Repair, 673-3759

Financial Impact

- No financial impact – Action is within current Department budget

Supporting Information

MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads.

Since 2009, the City of Minneapolis has had a Master Partnership Agreement with MnDOT, allowing the City and MnDOT to quickly and efficiently procure services from each other. This Agreement has typically been used for extraordinary maintenance that is not covered by the City's biennial routine maintenance agreement with MnDOT. When specific services are requested, the two parties enter into a "Work Order" contract. These Work Orders specify the work to be done, timelines for completion, and compensation to be paid for the specific work. The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this Master Contract will not exceed \$500,000.00. This Master Partnership Contract will expire on June 30, 2017.

Public Works recommends that the City negotiate and execute a new Master Partnership Contract No. 05259 with MnDOT.

Attachment: Draft Master Partnership Agreement as proposed by MnDOT

Reich and Quincy

Resolved by the City Council of the City of Minneapolis:

That the City of Minneapolis enters into MnDOT Contract No. 05259 with the State of Minnesota, Department of Transportation for the Master Partnership Contract, effective until June 30, 2017. This Master Partnership Contract provides the framework to respond quickly and efficiently to opportunities for collaboration and to have the ability to write work orders against a master contract to provide an enhanced ability to get the work accomplished.

Be it Further Resolved that the Director of Public Works/City Engineer and the Finance Officer are authorized to execute the Agreement.

Be it Further Resolved that the City Engineer is authorized to negotiate work order contracts pursuant to the Master Partnership Contract in which work order contracts will provide for payment of the City of Minneapolis by MnDOT, and the City Engineer may execute such work order contracts on behalf of the City without further approval by the City Council.

By Reich and Quincy

Amending Resolution 2005 R-166, entitled Delegating authority to make and execute form contracts, passed April 1, 2005.

Whereas, pursuant to City Charter, Chapter 4, Section 25, the City Council is permitted to delegate authority to the respective Department Heads or designees to execute contracts consistent with guidelines set out in Resolution 2005 R-166 and its attached Exhibit A; and,

Whereas, the City desires to enter into a Master Partnership Contract with the State of Minnesota through its Department of Transportation for the purpose of allowing routine contracts to provide for routine roadway maintenance/betterment services, construction administration services, and professional and technical services relating to roadway and transportation issues; and,

Whereas, the Master Partnership Contract with the State of Minnesota acting through the Minnesota Department of Transportation will provide for work order contracts that will allow the Minnesota Department of Transportation to provide these types of services to the City of Minneapolis or will allow the City of Minneapolis to provide these types of services to the Minnesota Department of Transportation, as the case may be; and,

Whereas, the Master Partnership Contract with the State through the Department of Transportation will provide that these work order contracts can be executed by the Minneapolis City Engineer and/or Director of Public Works without further authority of the Minneapolis City Council; and,

Whereas, the City Council desires to delegate this authority as outlined below in an Amendment to Resolution 2005 R-166.

Now, Therefore, Be It Resolved by The City Council of The City of Minneapolis:

Pursuant to City Charter 4, Section 25, the City Council hereby amends Resolution 2005 R-166 to include the following addition to Exhibit A that provides additional Contract Authority as follows:

Title	Usage	Required City Signatures	Maximum Dollar Amount	Maximum Term
Work Order Contract with the Minnesota Department of Transportation pursuant to Master Partnership Contract for Professional and Technical Services	Professional and Technical Services provided by or for Minnesota Department of Transportation	City Engineer and/or Director of Public Works	As specified in each Work Order	Master Contract term expires June 30, 2017, but terminable without cause upon 30-day notice.
Work Order Contract with the Minnesota Department of Transportation pursuant to Master Partnership Contract for Professional and Technical Services	Routine Roadway Maintenance provided by or for Minnesota Department of Transportation	City Engineer and/or Director of Public Works	As specified in each Work Order	Master Contract term expires June 30, 2017, but terminable without cause upon 30-day notice.
Work Order Contract with the Minnesota Department of Transportation pursuant to Master Partnership Contract for Professional and Technical Services	Construction Administration provided by or for Minnesota Department of Transportation	City Engineer and/or Director of Public Works	As specified in each Work Order	Master Contract term expires June 30, 2017, but terminable without cause upon 30-day notice.

Title	Usage	Required City Signatures	Maximum Dollar Amount	Maximum Term
Work Order Contract with the Minnesota Department of Transportation pursuant to Master Partnership Contract for Professional and Technical Services	Professional and Technical Services provided by or for Minnesota Department of Transportation	City Engineer and/or Director of Public Works	As specified in each Work Order	Master Contract term expires June 30, 2017, but terminable without cause upon 30-day notice.
Work Order Contract with the Minnesota Department of Transportation pursuant to Master Partnership Contract for Professional and Technical Services	Routine Roadway Maintenance provided by or for Minnesota Department of Transportation	City Engineer and/or Director of Public Works	As specified in each Work Order	Master Contract term expires June 30, 2017, but terminable without cause upon 30-day notice.
Work Order Contract with the	Construction	City Engineer	As specified in each Work Order	Master Contract term expires June 30, 2017, but

Minnesota Department of Transportation pursuant to Master Partnership Contract for Professional and Technical Services	Administration provided by or for Minnesota Department of Transportation	and/or Director of Public Works		terminable without cause upon 30-day notice.
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