STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF SAINT PAUL
COOPERATIVE CONSTRUCTION
AGREEMENT

State Project Number (S.P.): **6212-192**
Trunk Highway Number (T.H.): **36=118**
Federal Project Number: **NHPP 036(319)**

Estimated Amount Receivable
$13,717.93

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Saint Paul, acting through its City Council ("City").

Recitals

1. The State will perform signing construction and other associated construction upon, along, and adjacent to Trunk Highway No. 36 from Trunk Highway No. 35W to 0.23 miles east of Edgerton Street according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 6212-192 (T.H. 36=118) ("Project"); and
2. The City has requested the State include in its Project sign construction; and
3. The City wishes to participate in the costs of the sign construction and associated construction engineering; and
4. Agreement No. 1055387 with Jones Lang LaSalle IP, Incorporated (Rosedale Center) will address Jones Lang LaSalle IP, Incorporated's cost participation and maintenance for this Project; and
5. Agreement No. 1055307 with the Minnesota State Agricultural Society (State Fair) will address Minnesota State Agricultural Society's cost participation and maintenance for this Project; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

1.1. ***Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

1.2. ***Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.

1.3. ***Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure.

1.4. ***Plans, Specifications, and Special Provisions.*** Plans, specifications, and special provisions designated by the State as State Project No. 6212-192 (T.H. 36=118) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

1.5. ***Exhibits.*** Preliminary Schedule "I" is on file in the office of the City's Director of Saint Paul Parks and Recreation and attached and incorporated into this Agreement. Exhibit A – Guide and Informational Signs Certification of Compliance is attached and incorporated into this Agreement. Exhibit B – Cost Participation is attached and incorporated into this Agreement.

2. Construction by the State

2.1. ***Contract Award.*** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. ***Direction, Supervision, and Inspection of Construction.***

A. ***Supervision and Inspection by the State.*** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

B. ***Inspection by the City.*** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. ***Plan Changes, Additional Construction, Etc.***

A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner.

B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

C. The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, including associated construction engineering, before the completion of the contract construction.

2.4. ***Satisfactory Completion of Contract.*** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

3.1. ***Signage.*** The City will own and be responsible for maintenance of any City signs as shown in Exhibit B. The State will perform the sign maintenance and will invoice the City for the cost. The City's maintenance responsibilities for the signs is covered in Exhibit A. The City will sign Exhibit A to acknowledge the City's sign maintenance and replacement responsibilities, to acknowledge that the City has cost and other ownership liability responsibilities as described in Exhibit A, and to acknowledge that the State will perform the sign maintenance at cost to the City.

4. Basis of City Cost

4.1. ***Schedule "I" and Exhibit B – Cost Participation.*** The Preliminary Schedule "I" includes anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices. City sign construction covered under this Agreement is shown in Exhibit B – Cost Participation.

4.2. ***City Participation Construction.*** The City will participate in the following at the percentages indicated.

A. 100 Percent will be the City's rate of cost participation in all of the City-owned sign construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 1 of the Preliminary Schedule "I".

4.3. ***Construction Engineering Costs.*** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.

4.4. ***Plan Changes, Additional Construction, Etc.*** The City will share in the costs of construction contract addenda for the City participation construction covered under this Agreement and any additional City requested work and plan changes.

The State reserves the right to invoice the City for the cost of any construction contract addenda and any additional City requested work and plan changes, including associated construction engineering, before the completion of the contract construction.

5. City Cost and Payment by the City

5.1. ***City Cost.*** **$13,717.93** is the City's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this agreement.

5.2. ***Conditions of Payment.*** The City will pay the State the full and complete lump sum amount, as shown in the Revised Schedule "I", after the following conditions have been met:

A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".

B. The City's receipt of a written request from the State for the advancement of funds.

5.3. ***Final Payment and Additional City Requested Work.*** Upon completion of all contract construction and upon computation of the final amount due the State's contractor and only if additional work has been requested under Article 2.3.B of this Agreement, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities of any additional City requested

participation construction items and the construction engineering cost share due to additional requested work. The computation by the State of the amount due from the City will be final, binding, and conclusive.

The State and the City waive claims for any payments or refunds less than $5.00 according to Minnesota Statutes § 15.415.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The State's Authorized Representative will be:

Name, Title:	Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address:	395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone:	(651) 366-4634
E-Mail:	malaki.ruranika@state.mn.us

6.2. The City's Authorized Representative will be:

Name, Title:	Andy Rodriguez, Director of Saint Paul Parks and Recreation (or successor)
Address:	Como Park Zoo and Conservatory, 1225 Estabrook Drive, Saint Paul, MN 55103
Telephone:	(651) 207-0333
E-Mail:	andy.rodriguez@ci.stpaul.mn.us

7. Assignment; Amendments; Waiver; Contract Complete

7.1. ***Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.

7.2. ***Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

7.3. ***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 it.

7.4. ***Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

8.1. 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. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

12. Telecommunications Certification

By signing this agreement, the City certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the City will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City will include this certification as a flow down clause in any contract related to this agreement.

13. Governing Law; Jurisdiction; Venue

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 the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. ***By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

14.2. ***Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

14.3. ***Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

15. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

16. Counterparts

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

17. Electronic Signatures

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

[The remainder of this page has been intentionally left blank]

CITY OF SAINT PAUL

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

Recommended for Approval:

By: _____
(Director of Parks and Recreation)

Approved as to form and execution:

By: _____
(Assistant City Attorney)

By: _____
(Mayor)

Date: _____

By: _____
(Director of Financial Services)

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"
Agreement No. 1055306
City of Saint Paul

S.P. 6212-192 (T.H. 36=118) Preliminary: January 31, 2024
Fed. Proj. NHPP 0036(319)

Sign replacement construction to start approximately June 15, 2024 under
State Contract No. ____ with ____
located on T.H. 36 from T.H. 35W to 0.23 miles east of Edgerton Street

CITY COST PARTICIPATION

ITEM NO.	WORK ITEM	UNIT	QUANTITY	UNIT PRICE	TOTALS
S.P. 6212-192					
2104.502	REMOVE SIGN	EACH	4.00	67.99	271.96
2564.618	SIGN	SQ FT	220.70	56.32	12,429.82
	Agreement Subtotal				$12,701.78
	Construction Engineering (8%)				1,016.14
	Total Cost				**$13,717.93**

(1) Amount of advance payment as described in Article 5 of the Agreement (estimated amount)

Data is considered Non-public prior to project award under the
Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

EXHIBIT A - GUIDE AND INFORMATIONAL SIGNS

CERTIFICATION OF COMPLIANCE

MINNESOTA DEPARTMENT OF TRANSPORTATION (MnDOT)

DEPARTMENT OF TRANSPORTATION

Purchase, Installation, and Maintenance of Signs

I, the undersigned, do hereby certify that this facility conforms to all applicable laws and regulations concerning the provisions for public accommodations without regard to race, color, creed, religion, national origin, sex, disability, age and sexual orientation.

I agree to accept the sign's format, design, structure, and location(s), as determined by MnDOT, in compliance with all pertinent state signing standards, and to make payment for the fabrication, installation and all related costs of the sign(s) by MnDOT.

I do also agree to pay any costs incurred with relocating the sign(s) in the future, if necessary to comply with legally-required spacing distances.

I do also agree to pay for any additional maintenance and/or replacement costs for the signs(s) resulting from damage, vandalism, or other such occurrences beyond the control of MnDOT.

I agree to pay MnDOT for all costs required to repair the sign panel(s) and/or sign structure(s), as required, to remedy any of the conditions outlined in the previous paragraph.

If total replacement is required, I agree to pay MnDOT all costs for a new sign(s), in advance of the replacement, the current cost for fabricating and installing the sign(s) and/or replacing the sign structure(s).

In addition, I understand that when the sign(s) must be refurbished due to natural deterioration, I will be required to reapply for the sign(s) and pay current replacement costs. Based on manufacturers' warranties, "natural deterioration" is approximately a 15-year replacement cycle, enforced at MnDOT's discretion.

I understand that there is a possibility, in the future, that my sign(s) might need to be permanently relocated, or removed completely and not re-installed, in order to accommodate roadway construction or maintenance, or when new or additional regulatory, warning, or guide signs are required to be installed, or as required by changes in Minnesota State Statutes applying to guide and information signs. I understand that MnDOT reserves the right to relocate my sign(s) when it is necessary to comply with these listed conditions or regulations.

Additional guidance (trailblazing) signing from the MnDOT highway intersection/interchange to the facility will be the responsibility of the applicant and the local road authority, and must be in place prior to the installation of MnDOT highway signing.

I, the undersigned, accept the terms and conditions of the regulations of the Commissioner of Transportation and agree to fully comply, to the satisfaction of MnDOT.

Date _____ Applicant's Signature _____

Applicant's Name (print) _____

Agency Name (if applicable) _____

end

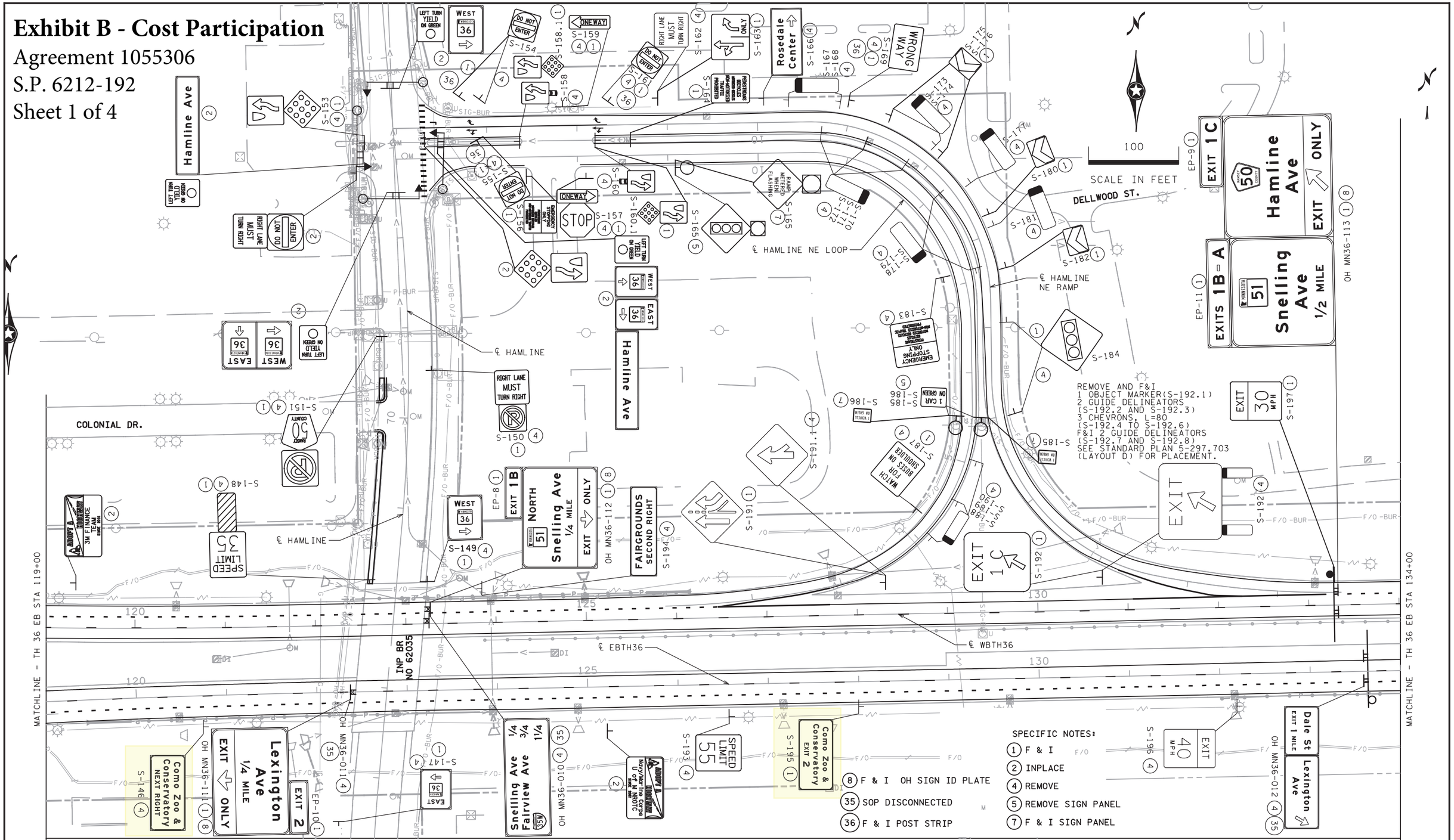
Last updated August 2017

Exhibit B - Cost Participation

Agreement 1055306

S.P. 6212-192

Sheet 1 of 4



SPECIFIC NOTES:

1. F & I
2. INPLACE
4. REMOVE
5. REMOVE SIGN PANEL
7. F & I SIGN PANEL
8. F & I OH SIGN ID PLATE
35. SOP DISCONNECTED
36. F & I POST STRIP

NO	DATE	BY	CKD	APPR	REVISION

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I hereby certify that this plan, specification, or report 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: AMBER S. NORD

Date 11/16/2023 License # 41328

DRAWN BY AKF
DESIGNED BY AKF
CHECKED BY ASN

ISTHMUS ENGINEERING

MINNESOTA STATE PROJECT NO.

6212-192 (TH 36)

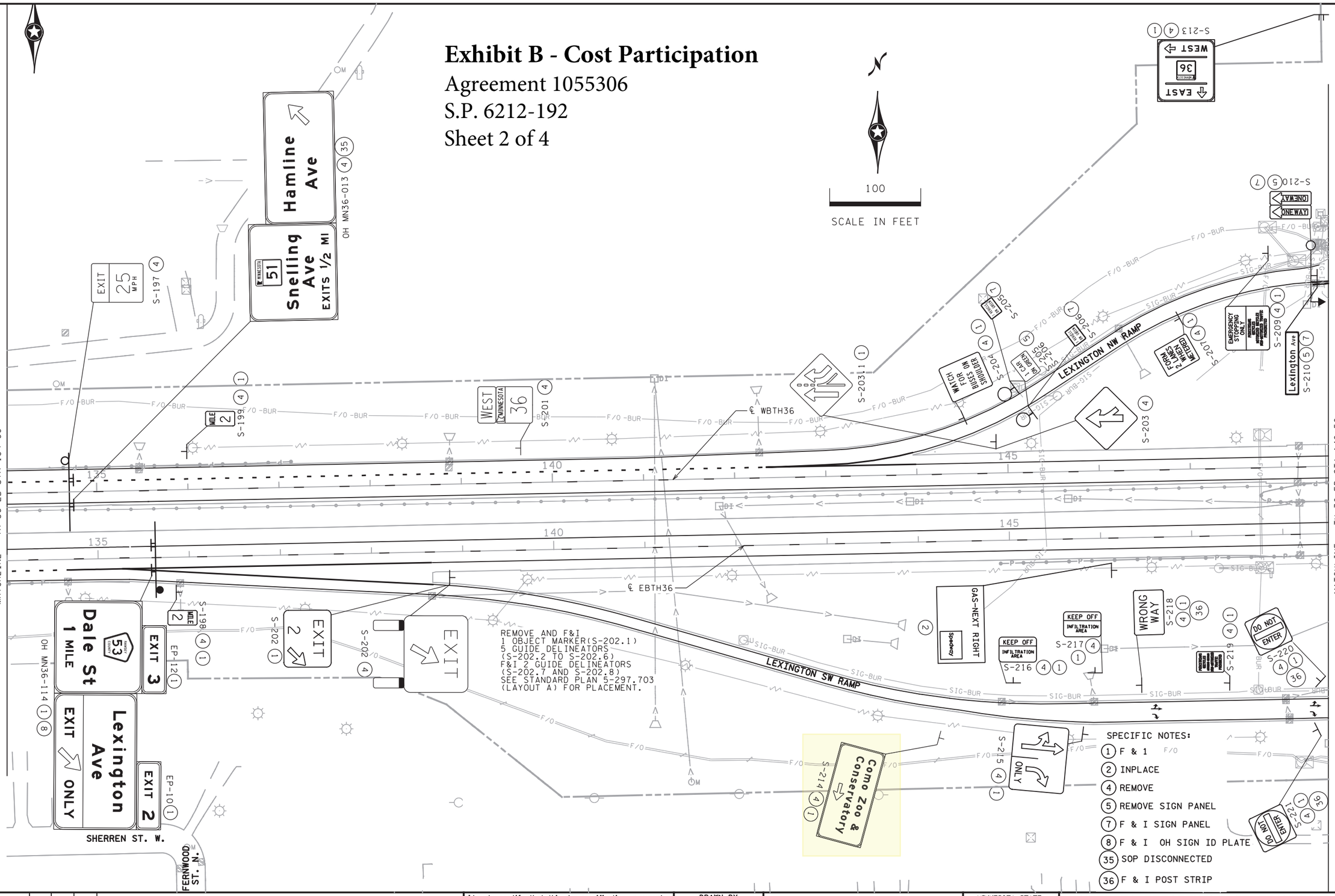
MINNESOTA DEPARTMENT OF TRANSPORTATION

SIGNING PLANS
TH 36
ROADWAY LAYOUT

SHEET SGN47 OF SGN119

Exhibit B - Cost Participation

Agreement 1055306
S.P. 6212-192
Sheet 2 of 4



SPECIFIC NOTES:

1. F & 1
2. INPLACE
4. REMOVE
5. REMOVE SIGN PANEL
7. F & I SIGN PANEL
8. F & I OH SIGN ID PLATE
35. SOP DISCONNECTED
36. F & I POST STRIP

NO	DATE	BY	CKD	APPR	REVISION

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I hereby certify that this plan, specification, or report 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: AMBER S. NORD

Date 11/16/2023 License # 41328

DRAWN BY AKF
DESIGNED BY AKF
CHECKED BY ASN

ISTHMUS ENGINEERING

MINNESOTA STATE PROJECT NO.
6212-192 (TH 36)

MINNESOTA DEPARTMENT OF TRANSPORTATION
SIGNING PLANS
TH 36
ROADWAY LAYOUT

SHEET SGN49 OF SGN119

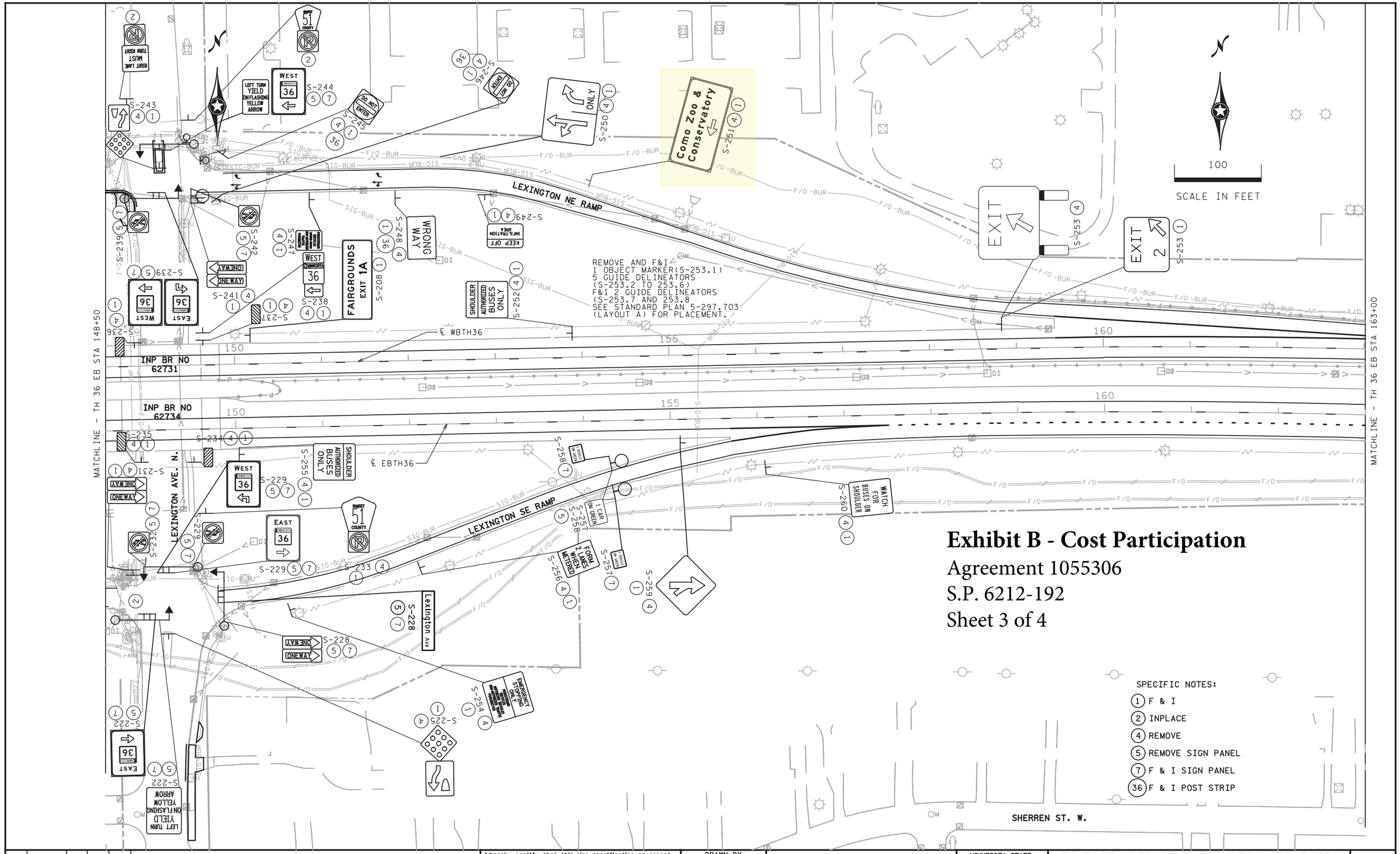

Exhibit B - Cost Participation

Agreement 1055306

S.P. 6212-192

Sheet 3 of 4

SPECIFIC NOTES:

1. F & I
2. INPLACE
4. REMOVE
5. REMOVE SIGN PANEL
7. F & I SIGN PANEL
36. F & I POST STRIP

NO	DATE	BY	CKD	APPR	REVISION

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I hereby certify that this plan, specification, or report 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: AMBER S. NORD

Date 11/16/2023 License # 41328

DRAWN BY AKF

DESIGNED BY AKF

CHECKED BY ASN

ISTHMUS ENGINEERING

MINNESOTA STATE PROJECT NO.	MINNESOTA DEPARTMENT OF TRANSPORTATION	SHEET
6212-192 (TH 36)	SIGNING PLANS TH 36 ROADWAY LAYOUT	SGN50 OF SGN119

CITY OF SAINT PAUL

RESOLUTION

IT IS RESOLVED that the City of Saint Paul enter into MnDOT Agreement No. 1055306 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the sign construction and other associated construction, construction engineering, and future maintenance to be performed upon, along, and adjacent to Trunk Highway No. 36 from Trunk Highway No. 35W to 0.23 miles east of Edgerton Street under State Project No. 6212-192 (T.H. 36=118).

IT IS FURTHER RESOLVED that the _____
(Title)
and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Saint Paul at an authorized meeting held on the _____ day of _____, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2024

Notary Public _____

My Commission Expires _____

_____
(Signature)

_____
(Type or Print Name)

_____
(Title)