PREPARED BY METRO DISTRICT MAINTENANCE

# STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION MAINTENANCE AGREEMENT

MnDOT
AGREEMENT NO.
86665-R1-0091/
COUNCIL #111062

# AGREEMENT BETWEEN

THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION

AND

THE METROPOLITAN COUNCIL

FOR

Maintenance of the following light rail transit systems:

Hiawatha Light Rail Transit (LRT) System located on State right-of-way from the junction of Interstate 494 and 34th Avenue South in Bloomington to Interstate 394 in Minneapolis upon the terms and conditions set forth in this Agreement; and

Central Corridor Light Rail Transit (CCLRT) System located on State right-of-way from the junction of Interstate 35W and County Road 122 in Minneapolis to the CCLRT Operation and Maintenance Facility (OMF) located in the vicinity of Trunk Highway 52/Lafayette Bridge in St. Paul upon the terms and conditions set forth in this Agreement.

THIS AGREEMENT, is by and between the State of Minnesota through its Commissioner of Transportation, hereinafter referred to as "State", and the Metropolitan Council, hereinafter referred to as "Council".



WHEREAS, State and Council are empowered to enter into agreements pursuant to Minnesota Statutes Section 471.59; and

WHEREAS, pursuant to the Hiawatha Corridor Light Rail Transit Master Project Cooperation Agreement (MnDOT Agreement 79883), the Northstar Corridor Project Master Cooperation and Delegation Agreement (MnDOT Agreement 90799), and Minnesota Statutes Section 471.59, the parties desire to enter into an agreement relating to the maintenance of the Hiawatha Light Rail Transit (LRT) System located on State right-of-way from the junction of Interstate 494 and 34th Avenue South in Bloomington to Interstate 394 in Minneapolis upon the terms and conditions set forth in this Agreement;

WHEREAS, pursuant to the Central Corridor Project Master Cooperation Agreement (MnDOT Agreement 90965), and Minnesota Statutes Section 471.59, the parties desire to enter into an agreement relating to the maintenance of the CCLRT System located on State right-of-way from the junction of Interstate 35W and County Road 122 in Minneapolis to the CCLRT OMF located in the vicinity of Trunk Highway 52/Lafayette Bridge in St. Paul This includes the CCLRT crossings of Interstate 35W, Trunk Highway 280, Trunk Highway 51 (Snelling Avenue), Interstate 94, Trunk Highway 5 (7th Street East), and US Highway 952A (Robert Street) upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Trunk Highway 52/Lafayette Bridge and CCLRT OMF area is covered by a separate agreement (MnDOT Agreement #96665); and

WHEREAS, it is in the interest of both parties to work cooperatively in delivering these services; and

WHEREAS, State and Council have an existing Maintenance Agreement No. 86665 executed June 13, 2005; and

WHEREAS, this Maintenance Agreement is intended to supersede Maintenance Agreement No. 86665 in its entirety, pursuant to the provisions hereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

#### I. DUTIES OF THE COUNCIL

A. Council will provide maintenance as defined in Section I, Paragraph B on those portions of the Light Rail Transit System located on State right-of-way as indicated on the map, marked Exhibit A, which is attached and incorporated into this Agreement, and particularly described in Table 1:

TABLE 1 Ownership and Maintenance Responsibilities

Location Description	Structure Number	Structure Ownership	Structure Maintenance Responsibility	Ownership	Right-of-Way Maintenance Responsibilit y	Exhibit Sheet
LRT crossing at 34th under I-494 bridge in Bloomington	27765	State	State	State	Council	1
LRT bridge over TH 62 in Bloomington	27264	Council	Council	State	State	2
LRT Hiawatha Tunnel crossing (LRT barrel only)	27191A	Council	Council	State	Council	3

TABLE 1 Ownership and Maintenance Responsibilities (continued)

Location Description	Structure Number	Structure Ownership	Structure Maintenance Responsibility	Right-of- Way Ownership	Right-of-Way Maintenance Responsibility	Exhibit Sheet
Portion of LRT bridge over SB TH 55 off-ramp to Lake Street in Minneapolis	27262	Council	Council	State	State	4
LRT bridge over TH 55 near 28th Street in Minneapolis	27262	Council	Council	State	State	4
LRT crossing under I-94 bridges	27859 27861 27862	State	State	State	Council	5
LRT bridge over I-35W south of 5th Street South in Minneapolis	27878	Council	Council	State	State	6
LRT portion of bridge over TH 394 in Minneapolis	27706	Council	Council	State	State	7,8
5 <sup>th</sup> Street North portion of bridge over TH 394 in Minneapolis	27706	State	State	State	State	7,8
LRT bridge over I-35W in Minneapolis	27B63	Council	Council	State	State	9
LRT portion of bridge over TH 280 in St. Paul	9472	Council	Council	State	State	10
University Avenue portion of the bridge over TH 280 in St. Paul	9472	State	State	State	State	10
LRT Portion of bridge over I-94 in St. Paul	62889	Council	Council	State	State	11

All State right-of-way in this agreement will remain State right-of-way and is not part of any property transfer currently underway between the Council and the State at the time of signature of this agreement; provided however, that the Council will operate the Light Rail Transit Systems on and across the State right-of-way identified in this Agreement pursuant to the Council's powers under Minnesota Statutes 473.411, subd. 5 without any compensation and the State agrees that such use does not interfere unreasonably with public use of maintenance of the road or appurtenances or entail any substantial additional costs for maintenance.

The bridge structure includes piers and substructure.

All portions of the Light Rail Transit (LRT) systems identified in this agreement are owned, operated, and maintained by the Council.

B. Council will provide all maintenance on the Light Rail Transit systems, Council-owned bridges, and atgrade crossings on State right-of-way and maintain the State right-of-way as shaded in Exhibit A and as

described in Section 1, Paragraph A, Table 1 of this agreement in accordance with the standards and guidelines Council uses to routinely maintain the Light Rail Transit systems, and will include, but not be limited to the following:

- 1. Maintain the Light Rail Transit systems and Council-owned bridges so as to keep the same in good repair and free from obstructions and impediments that may unreasonably interfere with the passage of vehicle, bicycle, and pedestrian traffic at designated crossings. Maintenance will include all necessary maintenance to preserve the Light Rail Transit systems, crossing roadways, Council-owned bridges, LRT systems drainage structures, ditches, sidewalks, and right-of-way in their present condition, including, but not limited to, patching of the surface, joint and crack sealing of the surface, slope repair, drainage structure cleaning and repair, fence repair, ditch cleaning, erosion control and repair, sweeping, and debris clearance. These maintenance activities and replacement of same, if necessary, will cover the State right-of-way as shown in Exhibit A; and
- 2. Perform maintenance to preserve the Light Rail Transit Council-owned bridges as defined in Section 1, Paragraph A, Table 1 of this agreement in good condition and according to industry standards, including, but not limited to, the proper and timely cleaning and flushing of bridge deck drains and other superstructure areas that do not require lane closures on the roadway below the bridge, necessary deck spall patching according to MnDOT Specifications, bridge railing/coping/fence repair, proper and timely sealing of cracks in the bridge deck, removal of graffiti and all painting repairs, proper and timely repair or replacement of expansion joint glands, replacement of light fixtures and all associated lighting components, slope paving maintenance, maintenance of the Light Rail Transit tracks, ballasts, concrete ties, overhead lines and all associated utilities, maintenance of drainage from the bridges and repair of slope erosion; and
- 3. Keep the Light Rail Transit systems, LRT roadway crossings, bridges and pedestrian walkways reasonably free and clear from ice and snow and undertake proper and timely cleaning and ice and snow control measures when necessary. Bridge ice and snow removal will cover the entire bridge width without pushing ice or snow onto any roadway, railroad, trail, path, or walkway located below the bridge; and
- 4. Maintain the highway signing, traffic control devices, and safety devices, such as guardrail, attenuators (including at the west end of the concrete railing on Bridge #27706, 5<sup>th</sup> Street N roadway portion and at I-35W due to the construction of Bridge 27B63 (new or the cost of the upgrade if existing rail needed to be upgraded due to pier protection) as highlighted in Exhibit A, Sheet 9 of 11), signals, and lighting systems, associated with the Light Rail Transit Systems (with the exception of signal systems owned and/or maintained by the cities of Minneapolis, St. Paul, and Bloomington) and within the State right-of-way as described in Section 1, Paragraph A. Pay all associated utility bills, and provide such roadway markings and lane striping associated with the Light Rail Transit Systems as may be necessary on the trunk highways or cross streets; and
- 5. Perform all maintenance of vegetation and landscaping, including necessary and regular mowing, tree trimming, litter or debris collection and disposal, and noxious weed control within the State right-of-way as shaded in Exhibit A; and
- Perform all maintenance of the Light Rail Transit rail systems; include necessary inspections and repair of the track, rails, ballasts, concrete ties, overhead lines and all associated utilities, and all other maintenance associated with the rail systems.
- C. Council will operate and provide maintenance for the Light Rail Transit Hiawatha Tunnel located between Forty-Sixth Street and Fiftieth Street, south of Minnehaha Parkway and adjacent to the Trunk Highway 55 corridor, in accordance with the following:
  - 1. All responsibilities of Section I, Paragraph B of this agreement will apply to the Light Rail Transit Hiawatha Tunnel. It is hereby agreed that this agreement covers the one westerly barrel of the

Hiawatha Tunnel associated with Light Rail Transit train traffic. The two easterly barrels of the Hiawatha Tunnel associated with Trunk Highway 55 vehicular traffic are maintained by the City of Minneapolis and are not covered by this agreement; and

- 2. Operate and maintain Light Rail Transit system Hiawatha Tunnel lighting systems. Operation and maintenance of said systems shall be coordinated with the City of Minneapolis and is not part of this agreement; and Maintenance will include payment of all utility bills; and
- 3. Council will be responsible for washing and removing graffiti from the barrel of the Light Rail Transit Hiawatha Tunnel; and
- 4. Council will be responsible for maintenance and operation of the lighting, roadbed, LRT system drainage structures, and all other entities, appurtenances, and LRT systems associated with the interior of the Hiawatha Tunnel and not covered in the following item #5; and
- 5. Council shall coordinate with the City of Minneapolis the payment of all utility bills and all necessary maintenance to preserve in good working condition: alarms, HVAC, equipment room, fire protection systems, and electronic control equipment associated with the Hiawatha Tunnel.
- D. Council is responsible for any and all bridge inspections, extraordinary maintenance, betterments, construction, or reconstruction of the Council-owned bridges described in Section I, Paragraph A, Table
   1. If Council desires State to perform any such work, the parties must enter into a separate agreement therefore.
- E. Any repair or replacement of any component of the Light Rail Transit Systems, including bridges and structures owned by the Council on State right-of-way, will be the responsibility of the Council.
- F. Council and State agree to cooperate during major maintenance or reconstruction of Bridges #27706, 9472, and 62889. These bridges have a separate superstructure for the LRT portion and a separate superstructure for the 5<sup>th</sup> Street North roadway portion, but they have shared substructure (piers and abutments). Costs of major maintenance or reconstruction will be shared equally by both parties for the substructure (piers and abutments) and costs for the superstructure will be at the expense of the party designated as the owner in Section 1, Paragraph A, Table 1 of this agreement. The parties will enter into a separate agreement as needed.
- G. Council will furnish all labor, equipment, materials, supplies, tools, and other items necessary for the performance of the services to be provided for by Council under this Agreement.
- H. All materials used by Council in the performance of the work under this Agreement for State-owned appurtenances must conform to the requirements of the current edition of the Minnesota Department of Transportation Standard Specifications for Construction and to any subsequent amendments thereto.
- I. If there is a change in the routing of the Light Rail Transit Systems within State right-of-way, Council will maintain the new alignment in accordance with this Agreement.
- J. When the State must access State-owned bridges over the LRT line as described in Section I, Paragraph A (including Bridge Numbers 27765, 27861, 27859, and 27862) to perform inspections and maintenance, Council shall provide Council-owned equipment and reasonable access to said bridges from the LRT line. Council will not be responsible for renting equipment to assist the State in the State-owned bridge access, only in providing equipment already owned by the Council. If State desires Council to provide any such labor and/or equipment, the parties must enter into a separate agreement therefore.
- K. Council will retain its authority to administer, issue, and regulate sign advertising permits, on LRT trains and at LRT stations located on the State right-of-way in conjunction with DOT sign regulations described in Section I, Paragraph A.

L. Construct, maintain, and repair any wall for the purpose to support any LRT structure or to retain from any LRT structure. In particular, but not limited to, the retaining walls identified in Exhibit A – Sheet 9 of 11.

# II. DUTIES OF STATE

- A. State will retain its authority to administer, issue, and regulate access permits, sign advertising permits, drainage permits, and permits to install utilities on the State right-of-way described in Section I, Paragraph A, provided that prior to issuing such permits, the State will submit such permits to the Council for review and comment. The State will not approve permits when the requested use would unreasonably interfere with the operation or maintenance of the Light Rail Transit system. This Agreement will not be construed as a relinquishment by the State of any powers or control it may have over the bridges and trunk highway right-of-way covered under this Agreement. In addition, this Agreement will not be construed to create any leasehold, easement, or other interest in real property in favor of the Council.
- B. State will provide maintenance on the State-owned bridges and State right-of-way as described in Section 1, Paragraph A, Table 1 of this agreement in accordance with the standards and guidelines State uses to routinely maintain State bridges and right-of-way, and will include, but not be limited to the following:
  - 1. Maintain the State-owned bridges and right-of-way so as to keep the same in good repair and free from obstructions and impediments that may unreasonably interfere with the passage of vehicle, bicycle, and pedestrian traffic at designated crossings. Maintenance will include all necessary maintenance to preserve the Light Rail Transit system, crossing roadways, State-owned bridges, drainage structures, ditches, sidewalks, and right-of-way in their present condition, including, but not limited to, patching of the surface, joint and crack sealing of the surface, slope repair, drainage structure cleaning and repair, fence repair, ditch cleaning, erosion control and repair, sweeping, and debris clearance. These maintenance activities and replacement of the same, if necessary, will cover the State right-of-way as shown in Exhibit A; and
  - 2. Perform maintenance to preserve the State-owned bridges as defined in Section 1, Paragraph A, Table 1 of this agreement in their present existing condition, including, but not limited to, the proper and timely cleaning and flushing of bridge deck drains and other substructure areas, necessary deck spall patching according to MnDOT Specifications, bridge railing/coping repair, proper and timely sealing of cracks in the bridge deck, removal of graffiti and all painting repairs, proper and timely repair or replacement of expansion joint glands, replacement of light fixtures and all associated lighting components, slope paving maintenance, and all associated utilities, maintenance of drainage from the bridges and repair of slope erosion; and
  - 3. Keep the State-owned roadways and bridges reasonably free and clear from ice and snow and undertake proper and timely cleaning and ice and snow control measures when necessary. Bridge ice and snow removal will cover the entire bridge width without pushing ice or snow onto any roadway, railroad, trail, path, walkway, or Light Rail Transit crossing located below the bridge; and
  - 4. Maintain the highway signing, traffic control devices, and safety devices, such as guardrail, attenuators, signals, and lighting systems, located within the State right-of-way and maintained by the State as described in Section 1, Paragraph A, pay all associated utility bills, and provide such roadway markings and lane striping as may be necessary on the trunk highways or cross streets; and
  - Perform all maintenance of vegetation and landscaping, including necessary and regular mowing, tree trimming, litter or debris collection and disposal, and noxious weed control within the State rightof-way.
- C. State is responsible for any and all bridge inspections, extraordinary maintenance, betterments, construction, or reconstruction of the State-owned bridges described in Section I, Paragraph A, Table 1.

- D. State will furnish all labor, equipment, materials, supplies, tools, and other items necessary for the performance of the services to be provided for by the State under this Agreement.
- E. All materials used by the State in the performance of the work under this Agreement must conform to the requirements of the current edition of the Minnesota Department of Transportation Standard Specifications for Construction and to any subsequent amendments thereto.

# III. INSPECTIONS

Authorized Representatives of State and Council will coordinate the inspection of the Light Rail Transit Line right-of-way, bridges, and Light Rail Transit Hiawatha Tunnel as described in Section 1, Paragraph A and meet on an as needed basis to review the adequacy of the maintenance work being performed, and to determine if any extraordinary maintenance, betterments, construction, or reconstruction are required.

For structures with adjoining features Council shall be responsible for the inspection of the LRT portion and MnDOT shall be responsible for the inspection of the roadway portion.

Bridge inspections shall be performed in accordance with all state and federal standards including, but not limited to the National Bridge Inspection Standards and the AASHTO Manual for Bridge Evaluation 2<sup>nd</sup> Edition 2011.

# IV. LANE CLOSURES AND TRAFFIC CONTROL

- A. The Council may partially block the trunk highways and bridges for a period of time necessary for the performance of the services covered under this Agreement with prior approval from the State. In cases of emergency, such trunk highways and bridges may be wholly blocked and the passage of traffic thereon prevented by the Council. At no time, however, will the Council continue to obstruct the free passage of traffic on the trunk highways or bridges for a longer period of time than is reasonably required for performing the necessary work thereon. In the event of the total blocking or closing of any such trunk highway or bridge, Council must provide a suitable detour during such time, with the assistance of State, as needed.
- B. Council may close the bridge or tunnel at such time as it is necessary for the emergency repair of utilities and infrastructure. However, Council will not cause any portions of trunk highways and bridges to be closed to traffic for any reasons other than those above set forth, and in no event for a time longer than reasonably necessary to complete authorized work.
- C. All partial and total closures of the trunk highways and bridges covered under this Agreement must be in conformance with the current Minnesota Manual on Uniform Traffic Control Devices, and Council must provide at least a 24 hour notice of these closures to the MnDOT Dispatch Center at 651-582-1550 and to the Assistant District Engineer, Maintenance at 651-234-7500, or their designee or successor.

# V. CONSIDERATION AND TERMS OF PAYMENT

Each party shall perform its responsibilities under this agreement without cost or expense to the other party.

# VI. TERM OF AGREEMENT

This Agreement will be in effect for the above-described right-of-way, bridges and the Light Rail Transit Hiawatha Tunnel until superseded by another agreement between State and Council or until such time that bridges and/or Light Rail Transit Hiawatha Tunnel is removed.

If in the future the State or Council needs to modify the right-of-way, bridges and tunnel described in Section I, Paragraph A, the State and Council will enter into a new maintenance agreement.

#### VII. AUTHORIZED REPRESENTATIVE

- A. State's Authorized Representative for the purposes of the administration of this Agreement Assistant District Engineer Maintenance, Minnesota Department of Transportation, Metro District, 1500 West County Road B2, Roseville, Minnesota 55113, (651) 234-7500, or their designee or successor.
- B. Council's Authorized Representative for the purposes of the administration of this Agreement is Regional Administrator, Metropolitan Council, 390 Robert S, St. Paul, MN 55101, Phone: 651-602-1000, or their designee or successor.
- C. State's Authorized Representative will have final authority for acceptance of Council's services.

#### VIII. ASSIGNMENT / SUBCONTRACTS

- A. Neither party will assign or transfer any rights or obligations under this Agreement, in whole or in part, without prior written consent of the other.
- B. All contracts and agreements made by either party with third parties for the performance of any work to be done under this Agreement must be made in accordance with the terms of this Agreement and State of Minnesota law.

# IX. MERGER/AMENDMENTS

This Agreement contains all negotiations and agreements between the State and Council. No other understanding regarding this agreement, whether written or oral, may be used to bind either party. Any amendments to this Agreement must be in writing, and must be executed by the same parties who executed the original Agreement, or their successors in office.

# X. LIABILITY

- A. The employees and agents of a party will not be deemed to be employees of the other party for any reason.
- B. Each party will be solely responsible for its own acts and omissions, the acts and omissions of its employees, and results thereof to the extent authorized by law. The parties will not be responsible for the acts of any others and the results thereof. Liability of State will be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and the liability of Council will be governed by Minnesota Statutes Chapter 466. This clause will not be construed to bar any legal remedies each party may have for the other party's failure to fulfill its obligations pursuant to this Agreement.
- C. Each party to this Agreement will defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein.

# XI. WORKERS' COMPENSATION

Each party will be solely responsible for its own employees for any workers compensation claims.

# XII. CIVIL RIGHTS

The Council must comply with the provisions of Minnesota Statutes Section 181.59, and any applicable local ordinance relating to civil rights and discrimination.

# XIII. STATE AUDITS

The books, records, documents, and accounting procedures and practices of Council, relevant to this Agreement, may be subject to examination by the MnDOT auditor, and the Legislative Auditor, or the State Auditor, as appropriate, for no less than six years following the expiration of this Agreement.

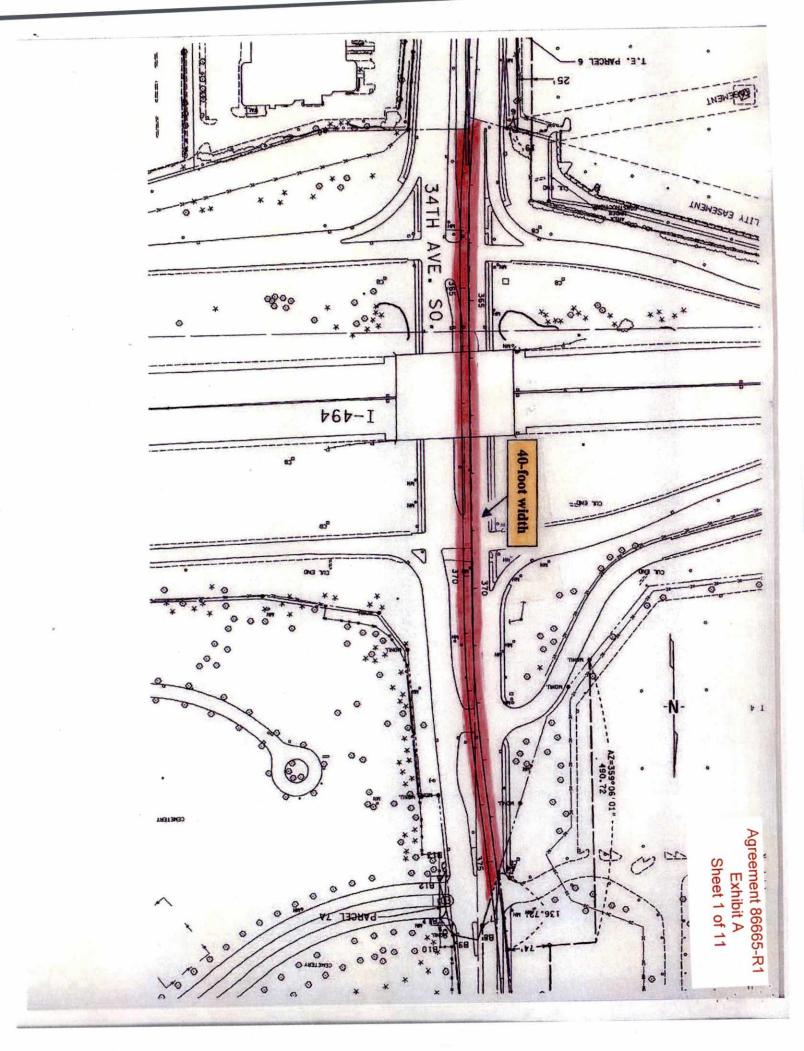
# XIV. DATA PRACTICES

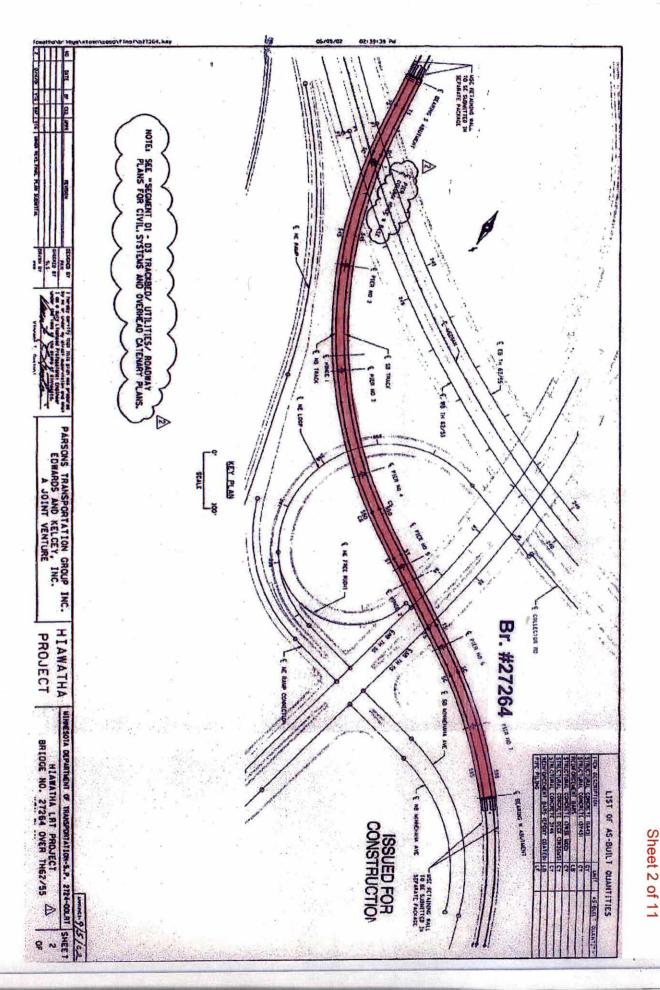
The State and the Council must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to any information provided to or by a party to this agreement.

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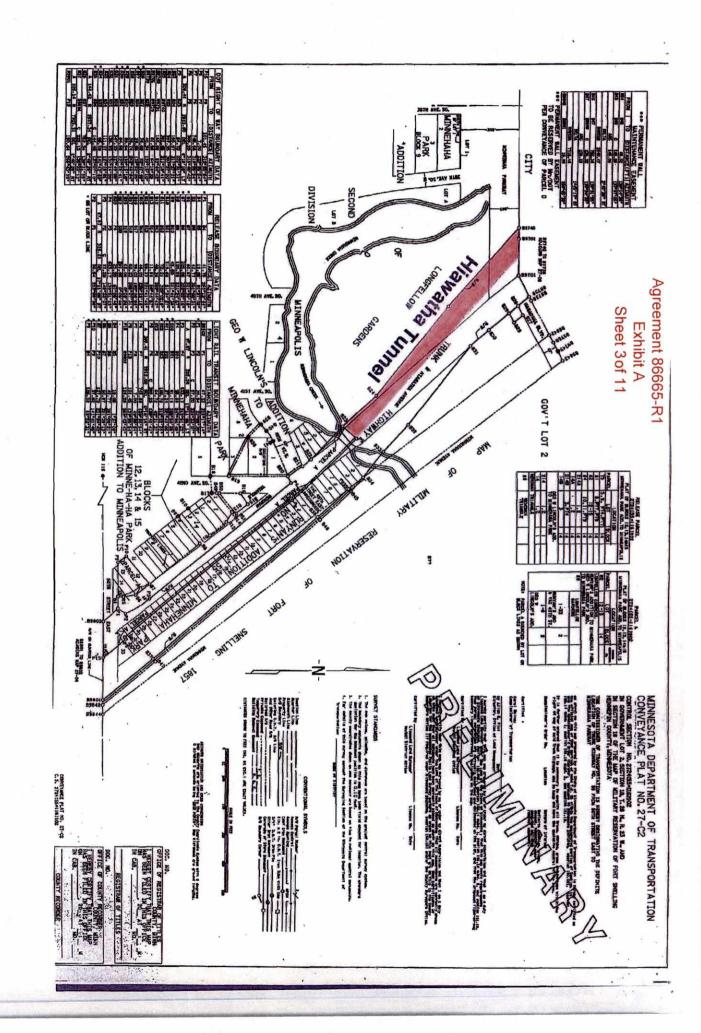
IN TESTIMONY WHEREOF the parties have executed this Agreement through their duly authorized officials:

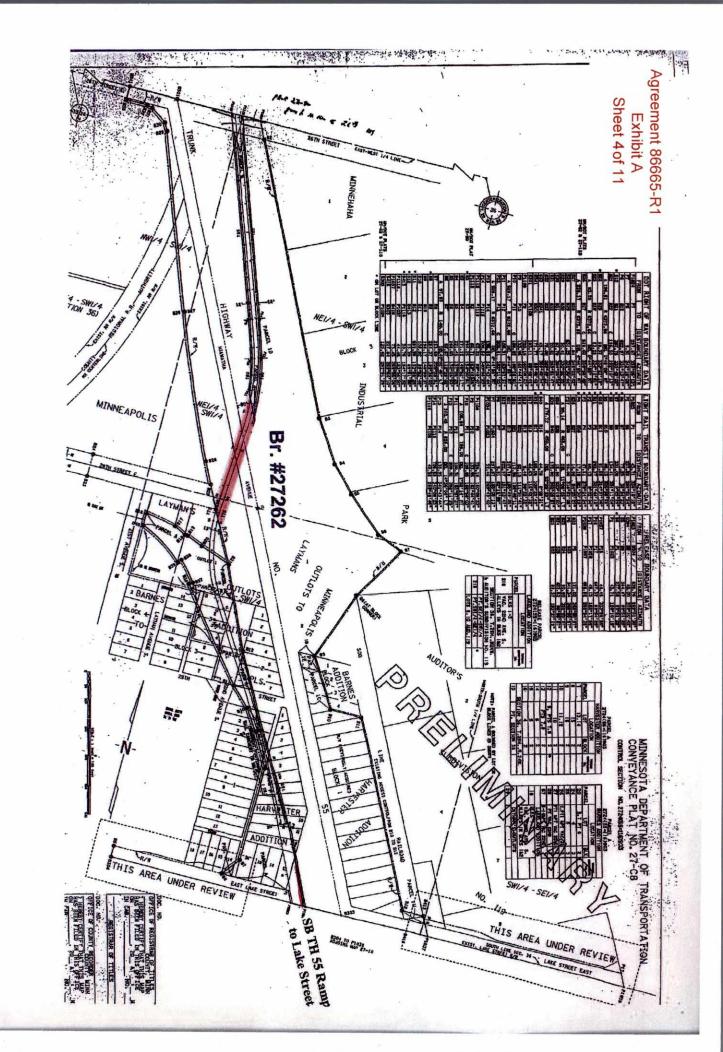
DEPARTMENT OF TRANSPORTATION
Recommended for approval:
By Reverly A. B. Sanchar Assistant District Engineer – Metro District Maintenance
Date 3-9-12
Approved COMMISSIONER OF TRANSPORTATION
By Scott Z 2 Metro District Authorized Signature
Date 3/14/12
COMMISSIONER OF ADMINISTRATION
By Authorized Signature
Date
METROPOLITAN COUNCIL
By Action
Regional Administrator
Metropolitan Council

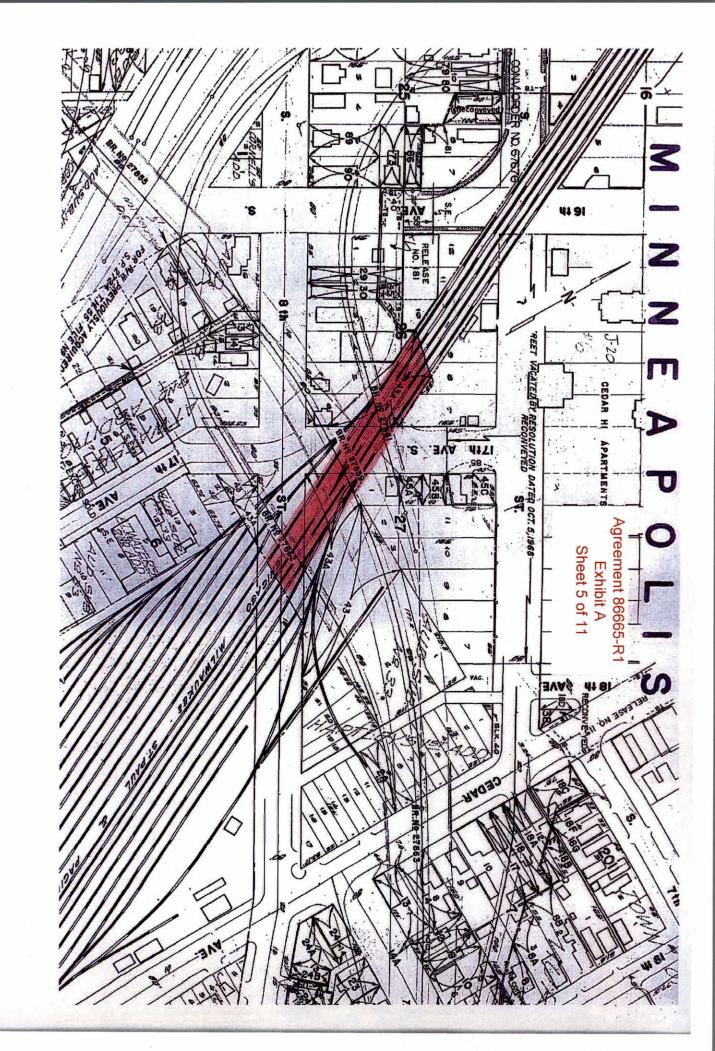


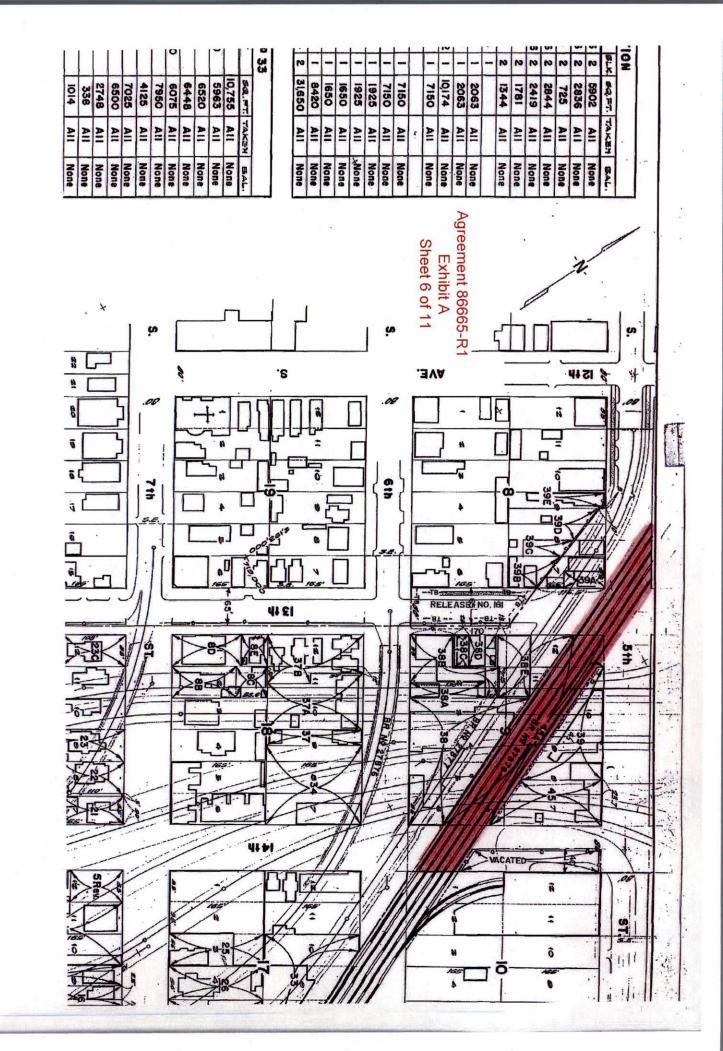


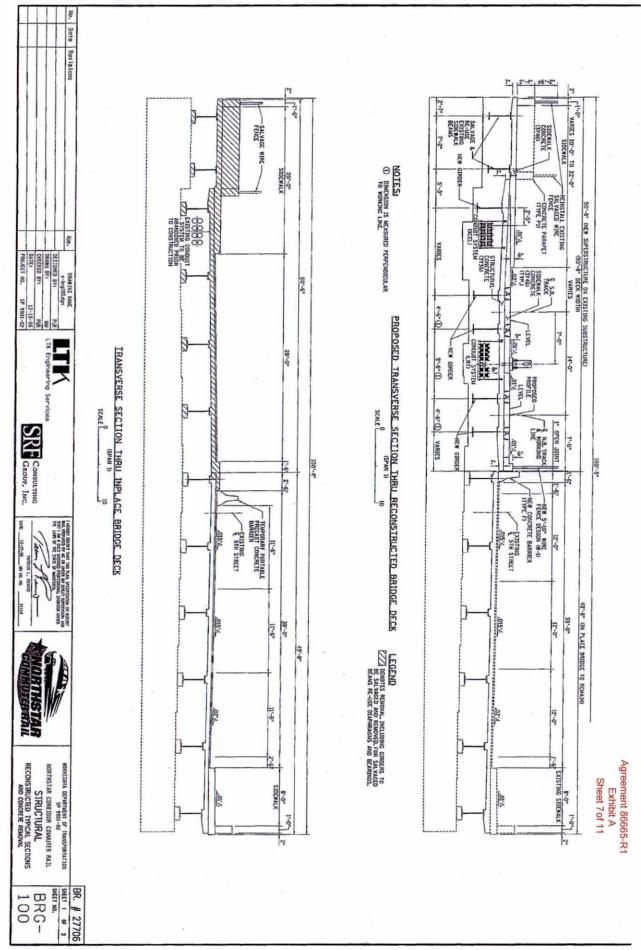
Agreement 86665-R1 Exhibit A

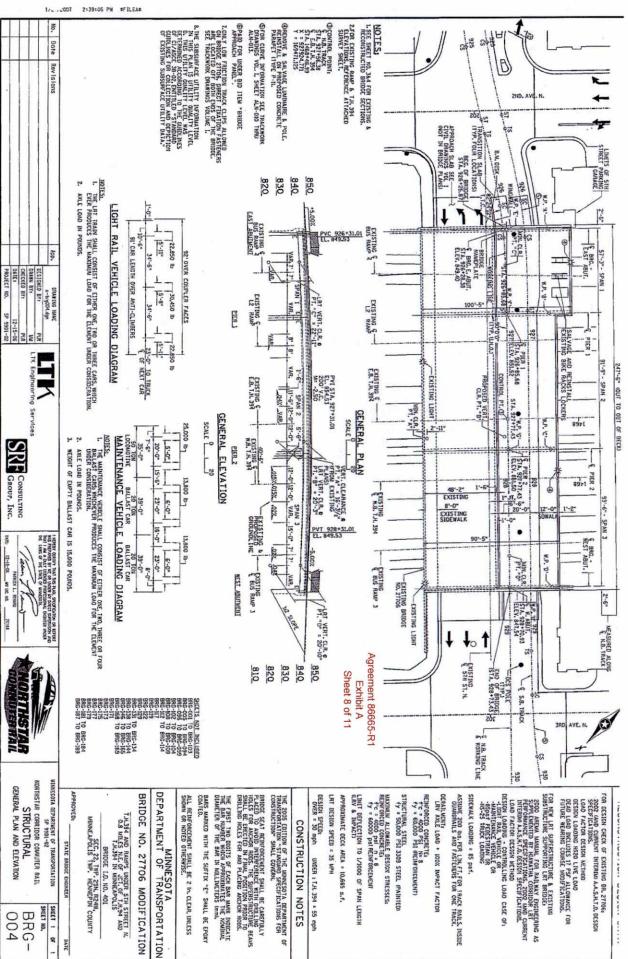












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SHEET NO.

BRG

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