

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
RAMSEY COUNTY
And
SAINT PAUL
COOPERATIVE CONSTRUCTION
AGREEMENT**

| | | |
|---|--------------------|-----------------------------------|
| State Project Number (S.P.): | <u>6201-93</u> | Original Amount Encumbered |
| Trunk Highway Number (T.H.): | <u>5=111</u> | <u>\$336,000.00</u> |
| State Aid Project Number (S.A.P.): | <u>062-651-054</u> | |
| State Aid Project Number (S.A.P.): | <u>164-010-077</u> | |
| State Aid Project Number (S.A.P.): | <u>164-020-153</u> | |
| Signal System "A" ID: | <u>1736748</u> | |
| Signal System "B" ID: | <u>4035889</u> | |
| Signal System "C" ID: | <u>1736721</u> | |
| Signal System "D" ID: | <u>1736754</u> | |

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

Recitals

1. The County will perform grading, bituminous surfacing, water main, sanitary sewer, ADA improvements, traffic signal construction and other associated construction upon, along, and adjacent to Trunk Highway No. 5 from 240 feet west of Trunk Highway No. 51 to 75 feet west of Trunk Highway No. 35E and on Elway Street and Lexington Parkway from 300 feet south of Trunk Highway No. 5 to 800 feet north of Trunk Highway No. 5 according to County-prepared plans, specifications, and special provisions designated by the County as State Aid Project No. 062-651-054, No. 164-010-077, and No. 164-020-153 and by the State as State Project No. 6201-93 (T.H. 5=111) ("Project"); and
2. The County requests the State participate in the costs of the sidewalk, traffic signals, storm sewer construction and the State is willing to participate in the costs of said construction; and
3. The City will be responsible for the operation and maintenance of the Signal System as outlined in this Agreement that is located on State Trunk Highway Right-of-Way; and
4. 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: 2.4. State Ownership of Improvements; 5. Maintenance by the County; 6. Maintenance by the City; 12. Liability; Worker Compensation Claims; Insurance; 14. State Audits; 15. Government Data Practices; 16. Governing Law; Jurisdiction; Venue; and 18. Force Majeure. The terms and conditions set forth in Article 7. Signal Systems and EVP Systems Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.
- 1.4. *Plans, Specifications, and Special Provisions.*** State-Aid approved County plans, specifications, and special provisions designated by the County and the City as State Aid Project No. 062-651-054, No. 164-010-077, and No. 164-020-153 and by the State as State Project No. 6201-93 (T.H. 5=111) are on file in the office of the City's Engineer, County's Engineer, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. *Exhibits.*** Preliminary Schedule "I" is attached and incorporated into this Agreement. Drainage Maintenance Exhibit is attached and incorporated into this Agreement.

2. Right-of-Way Use

- 2.1. *Limited Right to Occupy.*** The State grants to the County (and its contractors and consultants) 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 such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the County (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. *State Access; Suspension of Work; Remedial Measures.*** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the County or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the County (and its contractor) to take such remedial measures as the State deems necessary. The State may require the County (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. The State will have no liability to the County (or its contractors or consultants) for exercising its rights under this provision.
- 2.3. *Traffic Control; Worker Safety.*** While the County (and its contractors and consultants) are occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All County, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. *State Ownership of Improvements.*** 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 County's contractor with respect to such improvements (if any) will flow to the State. The County will assist the State, as necessary, to enforce such warranties and

guarantees, and to obtain recovery from the County's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the County will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the County's consultants and contractors.

3. Contract Award and Construction

- 3.1. *Bids and Award.*** The County will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. *Bid Documents Furnished by the County.*** The County will, within 7 days of opening bids for the construction contract, submit to the State's State Aid Agreements Engineer a copy of the low bid and an abstract of all bids together with the County's request for concurrence by the State in the award of the construction contract. The County will not award the construction contract until the State advises the County in writing of its concurrence.
- 3.3. *Rejection of Bids.*** The County may reject and the State may require the County to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the County will repeat the bidding process in a reasonable period of time, without cost or expense to the State.
- 3.4. *Contract Terms.*** The County's contract with its construction contractor(s) must include the following terms:
- A.** A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's Right-of-Way; and
 - B.** A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and
 - C.** A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.
- 3.5. *Direction, Supervision, and Inspection of Construction.***
- A.** The contract construction will be under the direction of the County and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The County will give the State Aid Agreements Engineer at Roseville five days notice of its intention to start the contract construction.
 - B.** Responsibility for the control of materials for the contract construction will be on the County and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

3.6. Contaminated Soils and Groundwater within the State's Cost Participation Limits.

- A. 24 Hour Notification.** The County 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.
- B. Immediate Notification.** The County 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 County 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.
- C. Environmental Consultant.** The County 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 County to the State, the County 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 County will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.

3.7. Completion of Construction. The County will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate County official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.8. Plan Changes. All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the County and its contractor for contract construction must be approved in writing by the State District Engineer's authorized representative.

3.9. Compliance with Laws, Ordinances, and Regulations. The County will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the County will not require the contractor to follow local ordinances or to obtain local permits.

3.10. Construction Documents Furnished by the County. The County will keep records and accounts that enable it to provide the State, when requested, with the following:

- A.** Copies of the County contractor's invoice(s) covering all contract construction.
- B.** Copies of the endorsed and canceled County warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate County official that final construction contract payment has been made.
- C.** Copies of all construction contract change orders, supplemental agreements, and work orders.
- D.** A certification form, provided by the State, signed by the County's Engineer in charge of the contract construction attesting to the following:
 - i.** Satisfactory performance and completion of all contract construction according to the Project Plans.

- ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".
 - iii. Full payment by the County to its contractor for all contract construction.
- E. Copies, certified by the County's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
- F. A copy of the "as built" plan sent to the State Aid Agreements Engineer.

4. Right-of-Way; Easements; Permits

- 4.1. The County will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the County will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2. The County 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.
- 4.3. The County will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.
- 4.4. The County will require the City to submit to the State's Utility Engineer an original permit application for all utilities owned by the City of Saint Paul to be constructed upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).
- 4.5. The County will require the City to submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, under Minnesota Statutes § 115.07 or Minnesota Rules 7001.1030, subpart 2C, either a permit or written waiver from that agency for that construction or reconstruction. The County is advised that under Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.

5. Maintenance by the County

Upon completion of the Project, the County will provide the following without cost or expense to the State:

- 5.1. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 5.2. **Additional Drainage.** No party to this 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.

6. Maintenance by the City

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

- 6.1. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 6.2. **Drainage Structure.** Routine maintenance of any drainage structure as shown on attached Drainage Maintenance Exhibit. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from the structure, and any other maintenance activities necessary to preserve the structures and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 6.3. **Additional Drainage.** No party to this 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.

7. Signal Systems and EVP Systems Operation and Maintenance

All operation and maintenance terms, including timing and power provisions, in Traffic Control Signal Agreement No. 53347 dated July 3, 1962, for the existing traffic control signals on T.H. 5 at T.H. 51/Montreal Avenue will remain in full force and effect. All operation and maintenance terms, including timing and power provisions, in Traffic Control Signal Agreement No. 61663 dated October 3, 1982, for the existing traffic control signals on T.H. 5 at T.H. 35E south bound entrance and exit ramps will remain in full force and effect.

All operation and maintenance terms, including timing and power provisions, in the Traffic Control Signal Agreement for the existing traffic control signals on T.H. 5 at Albion Avenue will be terminated.

Operation and maintenance responsibilities will be as follows for the Signal System and EVP System on T.H. 5 at Lexington Parkway and Elway Street.

7.1. City Minor Maintenance Responsibilities.

- A. **Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad(s) or pole(s) and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and Interconnect.
- B. **Minor Signal System Maintenance.** The County will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
 - ii. Replace the Signal System LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
 - iii. Clean the Signal System controller cabinet and service cabinet exteriors.
 - iv. Clean the Signal System and luminaire mast arm extensions.
 - v. Paint and maintain the cross street pedestrian crosswalk markings.

7.2. City Major Maintenance Responsibilities.

- A. Interconnect; Timing; Other Maintenance.** The City will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the State. All Signal System timing will be determined by the City, and maintained and modified as needed by the City. Adjustments of said signal timing may be determined by the State, through its Commissioner of Transportation, and no changes shall be made thereafter except with approval of the State.
- B. EVP System Operation.** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:
- i. All maintenance of the EVP System must be done by City forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - iii. Malfunction of the EVP System must be reported to the State immediately.
 - iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
 - v. All timing of the EVP System will be determined by the City.

7.3. Right-of-Way Access. Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

8. Basis of State Cost

- 8.1. Schedule "I".** The Preliminary Schedule "I" includes all anticipated State participation construction items share covered under this Agreement.
- 8.2. State Participation Construction.** The State will participate in the following at the percentages indicated. The construction includes the State's proportionate share of item costs for mobilization, as built, combination field laboratory-office, and traffic control.
- A.** 100 Percent will be the State's rate of cost participation in all of the sidewalk, traffic signals, storm sewer construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 through No. 3 of the Preliminary Schedule "I". Funds capped at \$336,000.00.

9. State Cost and Payment by the State

- 9.1. State Cost. \$336,000.00** is the State's estimated share of the costs of the contract construction cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon review of the construction contract bid documents described in Article 3.2., the State will decide whether to concur in the County's award of the construction contract and, if so, prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

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

- A. Encumbrance by the State of the State's full and complete State funded lump sum cost share as shown in the Revised Schedule "I".
- B. Execution of this Agreement and transmittal to the County, including a letter advising of the State's concurrence in the award of the construction contract.
- C. The State's receipt of a written request from the County for the advancement of funds. The request will include certification by the County that all necessary parties have executed the construction contract.

9.3. Limitations of State Payment; No State Payment to Contractor. The State's participation in the contract construction is limited to the lump sum amount shown in Article 9.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the County. The County's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The County's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the County by the County's contractor.

10. 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.

10.1. 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

10.2. The County's Authorized Representative will be:

Name, Title: Ted Schoenecker, County Engineer (or successor)
 Address: 1425 Paul Kirkwold Drive, Arden Hills, MN 55112
 Telephone: (651) 266-7116
 E-Mail: ted.schoenecker@co.ramsey.mn.us

10.3. The City's Authorized Representative will be:

Name, Title: Paul Kurtz, City Engineer (or successor)
 Address: 900 City Hall Annex, 25 West Fourth Street, St. Paul, MN 55102
 Telephone: (651) 266-6203
 E-Mail: paul.kurtz@ci.stpaul.mn.us

11. Assignment; Amendments; Waiver; Contract Complete

11.1. 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.

11.2. 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.

11.3. 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.

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

12. Liability; Worker Compensation Claims; Insurance

12.1. The State will be responsible for its own acts and omissions and the results thereof. The State's liability is governed by Minn. Stat. §3.763.

12.2. The City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the project covered by this Agreement to the extent caused by an act or omission of the City or its contractors or consultants, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).

12.3. The County will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the project covered by this Agreement to the extent caused by an act or omission of the County or its contractors or consultants, regardless of whether such claims are asserted by the County's contractor(s) or consultant(s) or by a third party because of an act or omission by the County or its contractor(s) or consultant(s).

12.4. This clause will not be construed to bar any legal remedies the City or County may have for State's failure to fulfill its obligation pursuant to this contract.

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

12.6. The County may require its contractor to carry insurance to cover claims for damages asserted against the County's contractor.

13. Nondiscrimination

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

14. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and County's books, records, documents, and 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.

15. Government Data Practices

The City, County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City and the County 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 County or the State.

16. 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.

17. Termination; Suspension

17.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

17.2. *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 payment of the services covered here. Termination must be by written or fax notice to the City and the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City and the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

17.3. *Suspension.* 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.

18. 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.

19. Counterparts

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

20. 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.

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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 Public Works)

Approved as to form and execution:

By: _____
(Assistant City Attorney)

By: _____
(Mayor)

Date: _____

By: _____
(Director of Finance & Management Services)

Date: _____

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

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: _____

RAMSEY COUNTY

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.

By: _____
(Ramsey County Engineer)

Date: _____

By: _____
(Chair, Board of County Commissioners)

Date: _____

By: _____
(Chief Clerk, Ramsey County Board)

Date: _____

Approved to as form:

By: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

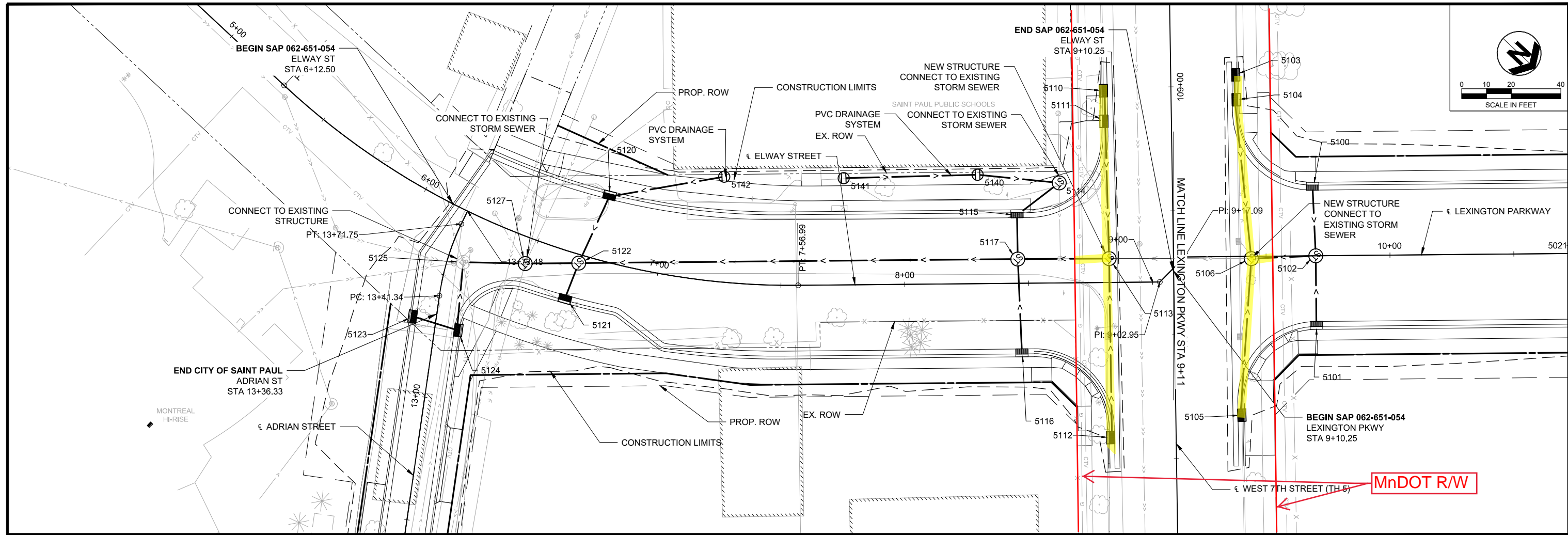
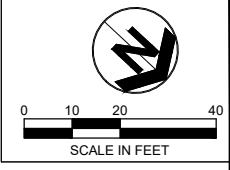
Date: _____

COMMISSIONER OF ADMINISTRATION

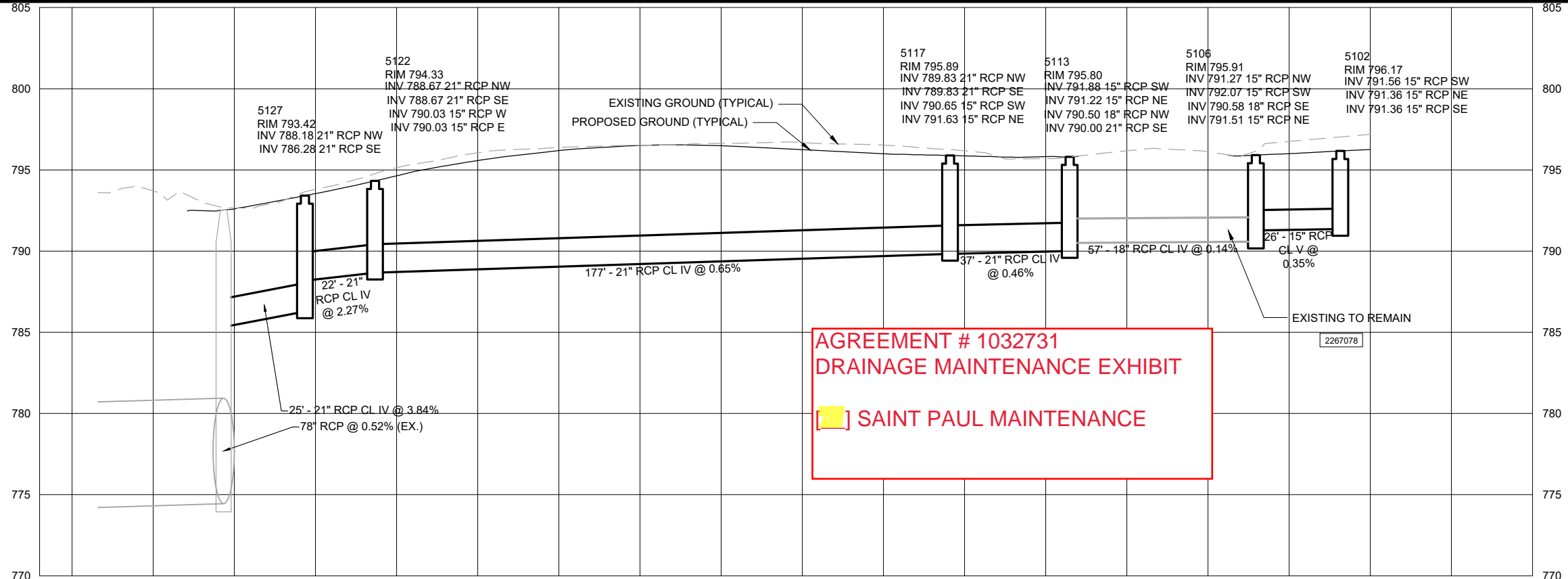
By: _____
(With Delegated Authority)

Date: _____

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



GENERAL NOTES:
 1. CLEAN AND VIDEO RECORD ALL NEW STORM SEWER PIPE.



AGREEMENT # 1032731
DRAINAGE MAINTENANCE EXHIBIT
 [] SAINT PAUL MAINTENANCE

PLOT DATE: Mar 31, 2020 - 10:16pm
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| NO. | DATE | BY | DESCRIPTION OF REVISIONS |
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|-----------------------------|-----|---|
| DESIGNED | KMP | 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. |
| DRAWN | SJF | |
| CHECKED | LPP | |
| SIGNATURE: LARRY P. POPPLER | | DATE: 4/10/20 |
| LIC. NO.: 41005 | | |

444 Cedar Street, Suite 1500
 Saint Paul, MN 55101
 651.292.4400
 tkda.com

LEXINGTON PARKWAY REALIGNMENT
 S.P. 6201-93 (TH 5), S.A.P. 062-651-054
 S.A.P. 164-010-077, S.A.P. 164-020-153

DRAINAGE PLAN AND PROFILE ELWAY STREET
 SHEET NO. 111 OF 186 SHEETS

PRELIMINARY SCHEDULE "I"

Agreement No. 1032731

Ramsey County

S.P. 6201-93 (T.H. 5=111)

Preliminary: April 9, 2020

State Funds

Grading, bituminous surfacing, water main, sanitary sewer, ADA improvements, traffic signal construction performed under City contract with _____

located on Trunk Highway No. 5 from 240 feet west of Trunk Highway No. 51 to 75 feet west of Trunk Highway No. 35E

STATE COST PARTICIPATION

| | |
|---|---------------------|
| S.P. 6201-93 Work Items, From Sheet No. 3 | 336,000.00 |
| (1) Encumbered Amount | \$336,000.00 |

(1) Amount of advance payment as described in Article 8 of the Agreement (estimated amount)

(1) 100% STATE

| ITEM NUMBER | S.P. 6201-93 WORK ITEM | UNIT | QUANTITY | UNIT PRICE | COST (1) |
|-------------|--|----------|----------|------------|------------|
| 2011.601 | AS BUILT | LUMP SUM | 0.14 | 10,000.00 | 1,400.00 |
| 2021.501 | MOBILIZATION | LUMP SUM | 0.14 | 150,000.00 | 21,000.00 |
| 2031.602 | COMBINATION FIELD LABORATORY-OFFICE | EACH | 0.14 | 30,000.00 | 4,200.00 |
| 2102.503 | PAVEMENT MARKING REMOVAL | LIN FT | 1,887.00 | 1.00 | 1,887.00 |
| 2102.518 | PAVEMENT MARKING REMOVAL | SQ FT | 414.00 | 6.00 | 2,484.00 |
| 2104.502 | REMOVE CASTING | EACH | 6.00 | 275.00 | 1,650.00 |
| 2104.502 | REMOVE SIGN TYPE C | EACH | 9.00 | 65.00 | 585.00 |
| 2104.502 | REMOVE SIGNAL SYSTEM C | EACH | 0.50 | 10,000.00 | 5,000.00 |
| 2104.503 | REMOVE CURB & GUTTER | LIN FT | 594.00 | 5.50 | 3,267.00 |
| 2104.503 | REMOVE GUARDRAIL | LIN FT | 87.50 | 5.00 | 437.50 |
| 2104.504 | REMOVE CONCRETE WALK | SQ YD | 603.00 | 10.00 | 6,030.00 |
| 2104.504 | REMOVE BITUMINOUS PAVEMENT | SQ YD | 19.00 | 4.00 | 76.00 |
| 2104.603 | REMOVE AND REPLACE BITUMINOUS PAVEMENT | SQ FT | 1,342.00 | 20.00 | 26,840.00 |
| 2221.507 | AGGREGATE BASE (CV) CLASS 6 | CU YD | 116.00 | 24.00 | 2,784.00 |
| 2301.602 | DRILL & GROUT REINF BAR (EPOXY COATED) | EACH | 357.00 | 25.00 | 8,925.00 |
| 2503.503 | 15" RC PIPE SEWER DESIGN 3006 CLASS V | LIN FT | 278.00 | 70.00 | 19,460.00 |
| 2503.503 | 21" RC PIPE SEWER DESIGN 3006 CLASS IV | LIN FT | 37.00 | 80.00 | 2,960.00 |
| 2503.602 | CONNECT TO EXISTING STORM SEWER | EACH | 2.00 | 1,190.00 | 2,380.00 |
| 2504.602 | ADJUST GATE VALVE AND BOX | EACH | 1.00 | 400.00 | 400.00 |
| 2506.502 | CASTING ASSEMBLY | EACH | 8.00 | 730.00 | 5,840.00 |
| 2506.502 | ADJUST FRAME AND RING CASTING | EACH | 6.00 | 450.00 | 2,700.00 |
| 2506.502 | CONSTRUCT DRAINAGE STRUCTURE DESIGN 7B | LIN FT | 22.70 | 400.00 | 9,080.00 |
| 2506.502 | CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020 | LIN FT | 11.10 | 430.00 | 4,773.00 |
| 2521.518 | 4" CONCRETE WALK | SQ FT | 3,810.00 | 7.00 | 26,670.00 |
| 2521.518 | 6" CONCRETE WALK | SQ FT | 3,493.00 | 13.00 | 45,409.00 |
| 2531.503 | CONCRETE CURB AND GUTTER DESIGN B624 | LIN FT | 829.00 | 28.00 | 23,212.00 |
| 2531.603 | CONCRETE CURB DESIGN V | LIN FT | 114.00 | 37.00 | 4,218.00 |
| 2531.618 | TRUNCATED DOMES | SQ FT | 552.00 | 65.00 | 35,880.00 |
| 2554.603 | PLATE BEAM GUARDRAIL | LIN FT | 87.50 | 5.00 | 437.50 |
| 2563.601 | TRAFFIC CONTROL | LUMP SUM | 0.14 | 80,000.00 | 11,200.00 |
| 2563.601 | AUDIBLE MESSAGE DEVICE W PUSHBUTTON & LOCATOR TONE | UNIT DAY | 600.00 | 50.00 | 30,000.00 |
| 2564.518 | SIGN PANELS TYPE C | SQ FT | 14.40 | 40.00 | 576.00 |
| 2565.501 | TRAFFIC CONTROL INTERCONNECT | LUMP SUM | 1.00 | 30,000.00 | 30,000.00 |
| 2565.516 | TRAFFIC CONTROL SIGNAL SYSTEM B | SYSTEM | 0.50 | 250,000.00 | 125,000.00 |

(1) 100% STATE

| ITEM NUMBER | S.P. 6201-93 WORK ITEM | UNIT | QUANTITY | UNIT PRICE | COST (1) |
|-------------|---|----------------|--------------|-------------------------------------|--------------|
| 2565.516 | REVISE SIGNAL SYSTEM A | SYSTEM | 0.75 | 30,910.00 | 23,182.50 |
| 2565.616 | REVISE SIGNAL SYSTEM D | SYSTEM | 1.00 | 35,000.00 | 35,000.00 |
| 2573.501 | STORM DRAIN INLET PROTECTION | EACH | 15.00 | 150.00 | 2,250.00 |
| 2573.501 | STABILIZED CONSTRUCTION EXIT | LUMP SUM | 0.14 | 5,000.00 | 700.00 |
| 2573.501 | EROSION CONTROL SUPERVISOR | LUMP SUM | 0.14 | 7,000.00 | 980.00 |
| 2573.503 | SEDIMENT CONTROL LOG TYPE COMPOST | LIN FT | 584.00 | 3.00 | 1,752.00 |
| 2574.507 | COMMON TOPSOIL BORROW | CU YD | 151.00 | 30.00 | 4,530.00 |
| 2574.508 | FERTILIZER TYPE 3 | POUND | 27.00 | 0.60 | 16.20 |
| 2575.504 | SODDING TYPE SALT TOLERANT | SQ YD | 580.00 | 10.00 | 5,800.00 |
| 2575.505 | SEEDING | ACRE | 0.07 | 180.00 | 12.60 |
| 2575.509 | SEED MIXTURE 25-131 | POUND | 18.00 | 5.00 | 90.00 |
| 2575.508 | MULCH MATERIAL TYPE 1 | TON | 0.14 | 200.00 | 28.00 |
| 2575.604 | ROLLED EROSION PREVENTION CATEGORY 10 | SQ YD | 582.00 | 1.50 | 873.00 |
| 2581.503 | REMOVABLE PREFORMED PAVEMENT MARKING TAPE | LIN FT | 1,760.00 | 1.15 | 2,024.00 |
| 2581.603 | REMOVABLE PREFORMED PLASTIC MASK (BLACK) | LIN FT | 2,350.00 | 2.25 | 5,287.50 |
| 2582.503 | 4" SOLID LINE MULTI-COMPONENT GROUND IN (WR) | LIN FT | 481.00 | 0.75 | 360.75 |
| 2582.503 | 4" BROKEN LINE MULTI-COMPONENT GROUND IN (WR) | LIN FT | 349.00 | 2.75 | 959.75 |
| 2582.503 | 4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN (WR) | LIN FT | 321.00 | 1.75 | 561.75 |
| 2582.518 | PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN CONTRAST | SQ FT | 17.00 | 32.50 | 552.50 |
| 2582.518 | CROSSWALK PREFORM THERMOPLASTIC ENHANCED SKID RES. GRD IN | SQ FT | 955.00 | 4.00 | 3,820.00 |
| | | | | | |
| | | | | TOTAL | \$555,541.55 |
| | | | | | |
| | | (1) 100% STATE | \$336,000.00 | *State funds capped at \$336,000.00 | |
| | | Remaining Cost | \$219,541.55 | | |
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CITY OF SAINT PAUL

RESOLUTION

IT IS RESOLVED that the City of Saint Paul enter into MnDOT Agreement No. 1032731 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance by the City to the State for the signal system and drainage structures upon, along, and adjacent to Trunk Highway No. 5 from 240 feet west of Trunk Highway No. 51 to 75 feet west of Trunk Highway No. 35E within the corporate limits of the City under State Project No. 6201-93 (T.H. 5=111).

IT IS FURTHER RESOLVED that the Mayor 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 _____, 2020, as shown by the minutes of the meeting in my possession.

| |
|---|
| Subscribed and sworn to me this _____ day of _____, 2020 |
| Notary Public _____ |
| My Commission Expires _____ |

| |
|----------------------|
| _____ |
| (Signature) |
| _____ |
| (Type or Print Name) |
| _____ |
| (Title) |

RAMSEY COUNTY

RESOLUTION

IT IS RESOLVED that Ramsey County enter into MnDOT Agreement No. 1032731 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County of the State's share of the costs of the sidewalk, traffic signals, storm sewer construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 5 from 240 feet west of Trunk Highway No. 51 to 75 feet west of Trunk Highway No. 35E within the corporate limits of the City of Saint Paul under State Project No. 6201-93 (T.H. 5=111).

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 Board of Commissioners of Ramsey County at an authorized meeting held on the _____ day of _____, 2020, as shown by the minutes of the meeting in my possession.

| |
|---|
| Subscribed and sworn to me this _____ day of _____, 2020 |
| Notary Public _____ |
| My Commission Expires _____ |

(Signature)

(Type or Print Name)

(Title)