

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

State Project Number (SP):	<u>6220-96</u>	Total City Obligation
State Aid Project Number (SAP):	<u>062-635-011</u>	<u>\$248,868.93</u>
State Aid Project Number (SAP):	<u>062-636-012</u>	
State Aid Project Number (SAP):	<u>062-639-010</u>	
State Aid Project Number (SAP):	<u>164-216-023</u>	Total County Obligation
Trunk Highway Number (TH):	<u>61=104</u>	<u>\$707,987.14</u>
Federal Project Number (FP):	<u>NHPP 0061(357)</u>	
Signal System "A" ID:	<u>23409586</u>	
Signal System "B" ID:	<u>23409587</u>	
Signal System "C" ID:	<u>23409588</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 State will perform grading, bituminous surfacing, ADA improvements, high tension cable guardrail, signals, lighting, TMS, and bridge construction and other associated construction upon, along, and adjacent to Trunk Highway No. 61 from 0.2 miles north of Carver Avenue to Trunk Highway No. 94 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 6220-96 (TH 61=104) and State Aid Project Nos. 062-636-012, 062-639-010, 062-635-011, and 164-216-023 ("Project"); and
2. The City will participate in the costs of the Signal System "C" and utility adjustment construction and other associated construction; and
3. The County will participate in the costs of Signal Systems "A", "B", and "C" construction and other associated construction; and
4. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility adjustment to be included in a State construction contract, and payment by the City for such adjustment according to applicable statutes and rules for utilities on trunk highways; and
5. 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; 12. Liability; Worker Compensation Claims; 14. State Audits; 15. Government Data Practices; 17. Governing Law; Jurisdiction; Venue; and 19. Force Majeure; 20. Counterparts; 21. Electronic Signatures. The terms and conditions set forth in Articles 4. and 5. 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.** Plans, specifications, and special provisions designated by the State as State Project No. 6220-96 (TH 61=104) and State Aid Project Nos. 062-636-012, 062-639-010, 062-635-011, and 164-216-023 are on file in the office of the Commissioner of Transportation at Saint 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 Engineer, in the office of the County Engineer, and 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.** 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.
- 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 and the County 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. The State District Engineer's authorized representative will inform the appropriate City and County officials of any proposed addenda and change orders to the construction contract that will affect the City and the County participation construction covered under this Agreement.
 - B. The City or the County may request additional work or changes to the work in the plans as part of the construction contract. Such a 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.
- 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.

- 2.5. Permits.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City and the County to be constructed hereunder that are 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).

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. Sidewalks.** Maintenance of any sidewalk construction, including pedestrian refuge islands, stamped and colored concrete sidewalk (if any), and pedestrian ramps. Maintenance includes, but is not limited to, patching, removing trip hazards (other than panel replacement), keeping the facilities usable during winter to the local standard, sweeping, debris removal, vegetation control, signs, and pavement markings.
- 3.2. Pedestrian Trail Bridge No. 62X05 Under TH 61.** Maintenance and repair includes, but is not limited to, keeping the Shared Use Path clear of ice, snow, litter and debris, appropriate disposal of such material, pavement markings, guardrail (if any), and non-structurally supported signing, graffiti removal and any other maintenance activities necessary to perpetuate the box culverts in a safe, usable and aesthetically acceptable condition.

The State is responsible for inspection and structural maintenance and repair of the box culvert structures.

- 3.3. Pedestrian Lighting.** Pedestrian lighting will be installed by the City within Bridge No. 62X05 after the Project is completed. The City will own and maintain the future pedestrian lighting.
- 3.4. Shared Use Path.** The City will provide routine and minor maintenance of the Shared Use Path on TH 61 Right-of-Way. Routine/minor maintenance may include, but is not limited to, patching, removing trip hazards, keeping the facilities usable during winter to the local standard, sweeping, debris removal, vegetation control, signs, and pavement markings. If the City fails to perform its maintenance services under this Article in compliance with applicable laws, the State will provide the City with a notice of non-compliance. Within three business days of sending the notice of non-compliance, the State's District Maintenance Engineer and the City engineer will meet to discuss the City's performance of maintenance and decide upon next steps to remedy any non-compliant performance. If the parties cannot agree upon a remedy, the State may perform such obligation and the City shall reimburse the State for the cost thereof, plus 10 percent of such cost for overhead and supervision within 30 days of receipt of the State's invoice. The State and the City agree that full pavement replacement is outside of routine/minor maintenance, and the State and the City will share in the cost of pavement replacement according to the State's Cost Participation and Maintenance Responsibilities with Local Units of Government Manual, as amended or revised
- A. Right-of-Way Access.** The State authorizes the City to enter upon State Right-of-Way to perform the maintenance activities described in this Article. The City must notify and coordinate with the State's District Maintenance Engineer prior to accessing State Right-of-Way. While the City is 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 City personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- B. Environmental.** The City shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's Right-of-Way. In the event of spillage of regulated materials, the City shall immediately notify the State's Authorized Representative in writing and shall provide for cleanup of the spilled material and any materials

contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the City.

4. Signal System and EVP System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and EVP System on TH 61 at Burns Avenue (Signal System "C"):

4.1. City Responsibilities. The City will provide routine maintenance of the traffic control signal system without cost to the County or the State. Routine maintenance consists of the following:

- A. **Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal Systems, EVP Systems.
- B. Maintain the signal pole mounted Light-emitting Diode (LED) luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails, light levels drop below MnDOT recommended light levels, or reaches end of life.
- C. Replace the signal system's 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 to no longer meet MnDOT standards for light output.
- D. Clean the signal system's controller cabinet and service cabinet exteriors.
- E. Clean the signal system and luminaire mast arm extensions.
- F. Paint and maintain the pedestrian crosswalk markings on the City's leg of the Signal System "C" intersections.

4.2. County Responsibilities. The County will paint and maintain the pedestrian crosswalk on the County's leg of the Signal System "C" intersection.

4.3. State Responsibilities. The State will provide the following without cost to the City or the County:

- A. **Nonroutine Maintenance.** Nonroutine maintenance consists of maintaining all components and needs of the traffic control signal system, including the control equipment, electrical wiring, signal hardware, replacing equipment knockdowns, cameras, utility locations, structural inspection, asset management, and operations.
- B. **Timing and Other Maintenance.** The State will maintain the signing, and perform all other traffic control signal system, accessible pedestrian signals, and signal pole luminaire circuit maintenance without cost to the City or the County. All signal system timing will be determined by the State, and no changes will be made without the State's approval.

4.4. EVP System Operation. The EVP system will be installed, operated, maintained, and removed according to the following conditions and requirements:

- A. All maintenance of the EVP systems must be done by State forces.
- B. 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 and the County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
- C. Malfunction of the EVP systems must be reported to the State immediately.

- D. In the event an EVP system or its components are, in the opinion of the State, being misused or the conditions set forth in Article 4.3.B. above are violated, and such misuse or violation continues after the City/County receive written notice from the State, the State may remove the EVP system. Upon removal of the EVP system pursuant to this Article, all of its parts and components become the property of the State.
- E. All timing of the EVP systems will be determined by the State.

4.5. 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.

4.6. Related Agreements. This Agreement will supersede and terminate the operation and maintenance terms of any prior Agreement, and/or any operation and maintenance terms of any agreement, between the parties, for the intersection of TH 61 and Burns Avenue (Signal System "C").

5. Signal Systems and EVP Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and EVP System on TH 61 at Warner Road (Signal System "B") and for the Signal System and EVP System on TH 61 at Lower Afton Road (Signal System "A"):

5.1. City Responsibilities. The City will provide the following without cost to the County or the State:

A. Power. The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal Systems, EVP Systems.

5.2. County Responsibilities. The County will provide routine maintenance of the traffic control signal systems without cost to the City or the State. Routine maintenance consists of the following:

- A. Maintain the signal pole mounted Light-emitting Diode (LED) luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails, light levels drop below MnDOT recommended light levels, or reaches end of life.
- B. Replace the signal systems' 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 to no longer meet MnDOT standards for light output.
- C. Clean the signal systems' controller cabinet and service cabinet exteriors.
- D. Clean the signal systems and luminaire mast arm extensions.
- E. Paint and maintain the pedestrian crosswalk markings on the County's legs of the Signal System "B" and Signal System "C" intersections.

5.3. State Responsibilities. The State will provide the following without cost to the City or the County:

- A. **Nonroutine Maintenance.** Nonroutine maintenance consists of maintaining all components and needs of the traffic control signal systems, including the control equipment, electrical wiring, signal hardware, replacing equipment knockdowns, cameras, utility locations, structural inspection, asset management, and operations.
- B. **Timing and Other Maintenance.** The State will maintain the signing, and perform all other traffic control signal systems, accessible pedestrian signals, and signal pole luminaire circuit maintenance without cost to the City or the County. All signal system timing will be determined by the State, and no changes will be made without the State's approval.

- 5.4. *EVP Systems Operation.*** The EVP systems will be installed, operated, maintained, and removed according to the following conditions and requirements:
- A.** All maintenance of the EVP systems must be done by State forces.
 - B.** 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 and the County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - C.** Malfunction of the EVP systems must be reported to the State immediately.
 - D.** In the event an EVP system or its components are, in the opinion of the State, being misused or the conditions set forth in Article 5.5.B. above are violated, and such misuse or violation continues after the City/County receive written notice from the State, the State may remove the EVP system. Upon removal of the EVP system pursuant to this Article, all of its parts and components become the property of the State.
 - E.** All timing of the EVP systems will be determined by the State.
- 5.5. *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.
- 5.6. *Related Agreements.*** This Agreement will supersede and terminate the operation and maintenance terms of any prior Agreement, and/or any operation and maintenance terms of any agreement, between the parties between the parties, for the intersection of TH 61 and Warner Road (Signal System "B"). This Agreement will also supersede and terminate the operation and maintenance terms of Agreement 68186, dated July 17, 1991, between the parties for the intersections of TH 61 and Lower Afton Road (Signal System "A").

6. Basis of City Cost

- 6.1. *Schedule "I".*** The Preliminary Schedule "I" includes anticipated City participation construction items, City Furnished Materials lump sum amount credits, and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.
- 6.2. *City Participation Construction.*** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for Mobilization, Field Office, Field Laboratory, and Traffic Control.
- A.** 24 Percent will be the City's rate of cost participation for Signal System "C". The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
 - B.** 100 Percent will be the City's rate of cost participation for utility adjustment.
- 6.3. *Construction Engineering Costs.*** The City will pay a construction engineering charge equal to 8 percent of the total City participation under this construction covered Agreement.
- 6.4. *State Furnished Materials .*** The State will furnish a traffic control signal cabinet, Gridsmart video detection system with an additional camera, PTZ camera, and fiber ("State Furnished Materials"), according to the Project Plans, to operate Traffic Control System "C". The City's lump sum share for State Furnished Materials is **\$24,304.93**. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I."

6.5. Plan Changes, Additional Construction, Etc. The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

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

6.6. Liquidated Damages. All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

7. City Cost and Payment by the City

7.1. City Cost. \$248,868.93 is the City's estimated share of the costs of the contract construction, State Furnished Materials, and the 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

7.2. Conditions of Payment. The City will pay the State the City's total estimated construction and construction engineering cost share, 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.

7.3. Acceptance of the City's Cost and Completed Construction. The computation by the State of the amount due from the City will be final, binding and conclusive. 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.

7.4. Final Payment by the City. Upon completion of all contract construction and upon computation of the final amount due the State's contractor, 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 and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

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

8. Basis of County Cost

8.1. Schedule "I". The Preliminary Schedule "I" includes anticipated County participation construction items, County Furnished Materials lump sum amounts, and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.

- 8.2. County Participation Construction.** The County will participate in the following at the percentages indicated. The construction includes the County's proportionate share of item costs for Mobilization, Field Office, Field Laboratory, and Traffic Control.
- A.** 24 Percent will be the County's rate of cost participation for Signal System "C". The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
 - B.** 32 Percent will be the County's rate of cost participation for Signal System "B". The construction includes, but is not limited to, those construction items tabulated on Sheet No. 3 of the Preliminary Schedule "I".
 - C.** 31 Percent will be the County's rate of cost participation for Signal System "A". The construction includes, but is not limited to, those construction items tabulated on Sheet No. 3 of the Preliminary Schedule "I".
- 8.3. Construction Engineering Costs.** The County will pay a construction engineering charge equal to 8 percent of the total County participation under this construction covered Agreement.
- 8.4. State Furnished Materials .** The State will furnish a traffic control signal cabinet, Gridsmart video detection system with an additional camera, PTZ camera, and fiber ("State Furnished Materials"), according to the Project Plans, to operate Traffic Control Systems "A", "B" and "C". The County's lump sum share for State Furnished Materials is **\$24,304.93, \$32,082.51, and \$32,082.51** for Traffic Control Systems "A", "B" and "C" respectively as tabulated on Sheet No. 4 through 5. The total County's lump sum share for State Furnished Materials is **\$88,469.95** and will be added to the County's total construction cost share as shown in the Schedule "I."
- 8.5. Plan Changes, Additional Construction, Etc.** The County will share in the costs of construction contract addenda and change orders that are necessary to complete the County participation construction covered under this Agreement, including any County requested additional work and plan changes.
- The State reserves the right to invoice the County for the cost of any additional County requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.
- 8.6. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

9. County Cost and Payment by the County

- 9.1. County Cost. \$707,987.14** is the County's estimated share of the costs of the contract construction, State Furnished Materials, and the 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
- 9.2. Conditions of Payment.** The County will pay the State the County's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I," after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the County, including a copy of the Revised Schedule "I".
- B. The County's receipt of a written request from the State for the advancement of funds.

9.3. Acceptance of the County's Cost and Completed Construction. The computation by the State of the amount due from the County will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the County as to the satisfactory completion of the contract construction.

9.4. Final Payment by the County. Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the County. The Final Schedule "I" will be based on final quantities and include all County participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the County participation construction exceeds the amount of funds advanced by the County, the County will pay the difference to the State without interest. If the final cost of the County participation construction is less than the amount of funds advanced by the County, the State will refund the difference to the County without interest.

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

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, Saint Paul, MN 55155
 Telephone: (651) 366-4634
 Email: malaki.ruranika@state.mn.us

10.2. The City's Authorized Representative will be:

Name, Title: Nick Peterson, City Engineer (or successor)
 Address: 25 West 4th Street, St. Paul, MN 55102
 Telephone: (651) 266-6080
 Email: nick.peterson@ci.stpaul.mn.us

10.3. The County's Authorized Representative will be:

Name, Title: Brad Estochen, County Engineer (or successor)
 Address: 1425 Paul Kirkwold Drive, Arden Hills, MN 55112
 Telephone: (651) 266-7120
 Email: brad.estochen@co.ramsey.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. The foregoing does not prohibit the City or the County from contracting with a third-party to perform City or County maintenance responsibilities covered under this Agreement.

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, the City, 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

12.1. 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 and the County.

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

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 the 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, the County, and the 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 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 City, the County, or the State.

16. Telecommunications Certification

By signing this Agreement, the City and the County certify 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 and the County 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 and the County will include this certification as a flow down clause in any contract related to this Agreement.

17. 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.

18. Termination; Suspension

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

18.2. *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 and the County.

18.3. *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.

19. 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.

20. Counterparts

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

21. 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 ST 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 Financial Services)

Date: _____

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

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: _____
(County Manager)

Date: _____

Approved to as form:

By: _____
(County Attorney)

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.

PRELIMINARY SCHEDULE "I"
Agreement No. 1062174
City of St. Paul and Ramsey County

SP 6220-96, SAP 062-635-011, SAP 062-639-010, SAP 062-636-012, and SAP 164-216-023
 Federal, State, and State Aid Funds

Preliminary: March 29, 2026

Grading, bituminous surfacing, ADA improvements, high tension cable guardrail, signals, lighting, TMS, and bridge construction
 located on TH 61 from 0.2 mi north of Carver Avenue to TH 94 to start approximately _____ under State Contract No. _____ with _____

CITY COST PARTICIPATION	
From Sheet No. 2 - SAP 164-216-023 - Traffic Control Signal System "C"	195,894.71
From Sheet No. 4 - SAP 164-216-023 State Furnished Materials	24,304.93
From Sheet No. 4 - Utility Adjustment	10,234.56
Subtotal	\$230,434.20
Construction Engineering (8%)	18,434.74
(1) Total City Cost	\$248,868.93

(1) Amount of advance payment as described in Article 7 of the Agreement (estimated amount)

COUNTY COST PARTICIPATION	
From Sheet No. 2 - SAP 062-635-011 - Traffic Control Signal System "C"	224,633.86
From Sheet No. 3 - SAP 062-636-012 - Traffic Control Signal System "B"	186,707.62
From Sheet No. 3 - SAP 062-639-010 - Traffic Control Signal System "A"	155,732.22
From Sheet No. 4 - SAP 062-635-011 - State Furnished Materials - Signal System "C"	24,304.93
From Sheet No. 5 - SAP 062-636-012 - State Furnished Materials - Signal System "B"	32,082.51
From Sheet No. 5 - SAP 062-639-010 - State Furnished Materials - Signal System "A"	\$32,082.51
Subtotal	\$655,543.65
Construction Engineering (8%)	52,443.49
(2) Total County Cost	\$707,987.14

(2) Amount of advance payment as described in Article 9 of the Agreement (estimated amount)

(1) 100% CITY
(P) = PLAN QUANTITY

1062174

ITEM NUMBER	SAP 164-216-023 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.01	1,087,879.02	10,878.79
2031.502	FIELD OFFICE	EACH	0.01	47,168.85	471.69
2031.502	FIELD LABORATORY	EACH	0.01	35,102.40	351.02
2563.601	TRAFFIC CONTROL	LUMP SUM	0.01	631,170.48	6,311.70
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM "C"	SYSTEM	0.24	741,172.92	177,881.50
				TOTAL	\$195,894.71
		(1) 100% CITY	\$195,894.71		

(2) 100% COUNTY
(P) = PLAN QUANTITY

ITEM NUMBER	SAP 062-635-011 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2021.501	MOBILIZATION	LUMP SUM	0.01	1,087,879.02	10,878.79
2031.502	FIELD OFFICE	EACH	0.01	47,168.85	471.69
2031.502	FIELD LABORATORY	EACH	0.01	35,102.40	351.02
2232.504	MILL BITUMINOUS SURFACE (4.0")	SQ YD	782.00	3.62	2,830.84
2331.603	JOINT ADHESIVE	LIN FT	525.00	1.43	748.65
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F)	TON	188.00	133.83	25,159.66
2563.601	TRAFFIC CONTROL	LUMP SUM	0.01	631,170.48	6,311.70
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM "C"	SYSTEM	0.24	741,172.92	177,881.50
				TOTAL	\$224,633.86
		(2) 100% COUNTY	\$224,633.86		

(3) 100% COUNTY
(P) = PLAN QUANTITY

1062174

ITEM NUMBER	SAP 062-636-012 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (3)
2021.501	MOBILIZATION	LUMP SUM	0.01	1,087,879.02	10,878.79
2031.502	FIELD OFFICE	EACH	0.01	47,168.85	471.69
2031.502	FIELD LABORATORY	EACH	0.01	35,102.40	351.02
2563.601	TRAFFIC CONTROL	LUMP SUM	0.01	631,170.48	6,311.70
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM "B"	SYSTEM	0.32	527,170.04	168,694.41
				TOTAL	\$186,707.62
		(3) 100% COUNTY	\$186,707.62		

(4) 100% COUNTY
(P) = PLAN QUANTITY

ITEM NUMBER	SAP 062-639-010 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2021.501	MOBILIZATION	LUMP SUM	0.01	1,087,879.02	10,878.79
2031.502	FIELD OFFICE	EACH	0.01	47,168.85	471.69
2031.502	FIELD LABORATORY	EACH	0.01	35,102.40	351.02
2563.601	TRAFFIC CONTROL	LUMP SUM	0.01	631,170.48	6,311.70
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM "A"	SYSTEM	0.31	444,254.88	137,719.01
				TOTAL	\$155,732.22
		(4) 100% COUNTY	\$155,732.22		

ITEM NUMBER	SP 6220-96 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (5)
2104.502	REMOVAL CASTING	EACH	6.00	307.15	\$1,842.90
2506.502	CASTING ASSEMBLY	EACH	6.00	1,398.61	\$8,391.66
				TOTAL	\$10,234.56
		(5) 100% CITY	\$10,234.56		

(6) 50% STATE, 25% COUNTY, 25% CITY

ITEM NUMBER	SP 6220-96, SAP 164-216-023, SAP 062-635-011 STATE FURNISHED MATERIALS	UNIT	QUANTITY	UNIT PRICE	COST (6)
	*** LUMP SUM AMOUNT ***				
	SIGNAL SYSTEM "C"				
	ATC CABINET 350	EACH	1.00	58,841.46	58,841.46
	GRIDSMART VIDEO DETECTION SYSTEM	EACH	1.00	25,354.12	25,354.12
	GRIDSMART CAMERA	EACH	1.00	6,539.50	6,539.50
	PTZ CAMERA	EACH	1.00	5,207.36	5,207.36
	FIBER	EACH	1.00	1,277.28	1,277.28
				TOTAL	\$97,219.72
		(6) 50% STATE	\$48,609.86		
		25% COUNTY	\$24,304.93		
		25% CITY	\$24,304.93		

ITEM NUMBER	SP 6220-96, SAP 062-636-012 STATE FURNISHED MATERIALS	UNIT	QUANTITY	UNIT PRICE	COST (7)
	*** LUMP SUM AMOUNT ***				
	SIGNAL SYSTEM "B"				
	ATC CABINET 350	EACH	1.00	58,841.46	58,841.46
	GRIDSMART VIDEO DETECTION SYSTEM	EACH	1.00	25,354.12	25,354.12
	GRIDSMART CAMERA	EACH	1.00	6,539.50	6,539.50
	PTZ CAMERA	EACH	1.00	5,207.36	5,207.36
	FIBER	EACH	1.00	1,277.28	1,277.28
				TOTAL	\$97,219.72
		(7) 67% STATE	\$65,137.21		
		33% COUNTY	\$32,082.51		

(8) 67% STATE, 33% COUNTY

ITEM NUMBER	SP 6220-96, SAP 062-639-010 STATE FURNISHED MATERIALS	UNIT	QUANTITY	UNIT PRICE	COST (8)
	*** LUMP SUM AMOUNT ***				
	SIGNAL SYSTEM "A"				
	ATC CABINET 350	EACH	1.00	58,841.46	58,841.46
	GRIDSMART VIDEO DETECTION SYSTEM	EACH	1.00	25,354.12	25,354.12
	GRIDSMART CAMERA	EACH	1.00	6,539.50	6,539.50
	PTZ CAMERA	EACH	1.00	5,207.36	5,207.36
	FIBER	EACH	1.00	1,277.28	1,277.28
				TOTAL	\$97,219.72
		(8) 67% STATE	\$65,137.21		
		33% COUNTY	\$32,082.51		

CITY OF SAINT PAUL

RESOLUTION

IT IS RESOLVED that the City of Saint Paul enter into MnDOT Agreement No. 1062174 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 signal System "C" and utility adjustment construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 61 from 0.2 miles north of Carver Avenue to Trunk Highway No. 94 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 6220-96 (TH 61=104) and State Aid Project Nos. 062-636-012, 062-639-010, 062-635-011, and 164-216-023 (Project).

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 _____, 2026, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2026
Notary Public _____
My Commission Expires _____

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

RAMSEY COUNTY

RESOLUTION

IT IS RESOLVED that Ramsey County enter into MnDOT Agreement 1062174 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of the signal systems construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 61 from 0.2 miles north of Carver Avenue to Trunk Highway No. 94 according to State prepared plans, specifications, and special provisions designated by the State as State Project No. 6220-96 (TH 61=104) and State Aid Project Nos. 062-636-012, 062-639-010, 062-635-011, and 164-216-023 (Project).

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 _____, 2026, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2026

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)