

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

<b>State Project Number (SP):</b>	<u>6280-419</u>	<b>Estimated Amount Receivable</b>
<b>Trunk Highway Number (TH):</b>	<u>35E=390</u>	<u>\$449,668.63</u>
<b>State Aid Project Number (SAP):</b>	<u>164-194-036</u>	
<b>Federal Project Number (FP):</b>	<u>NHPP-BFP I35E(013)</u>	
<b>Lighting System Feed Point:</b>	<u>E04A</u>	
<b>Signal System "A" ID:</b>	<u>1736678</u>	
<b>Signal System "B" ID:</b>	<u>1736296</u>	
<b>Bridge Number:</b>	<u>62912</u>	
<b>Bridge Number:</b>	<u>62947</u>	

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

**Recitals**

1. The State will perform grading, bituminous and concrete surfacing, ADA Improvements, Reinforced Soil Slope, moment slab, signals, lighting, TMS, and Bridge No. 62947 and No. 62912 construction and other associated construction upon, along, and adjacent to Trunk Highway No. 35E from 390 feet north of Trunk Highway No. 13 to Trunk Highway No. 5 according to State-prepared plans, specifications, and special provisions designated by the State as State Aid Project No. 164-194-036 and State Project No. 6280-419 (TH 35E=390) ("Project"); and
2. The City requested a new signal system at Trunk Highway No. 35E and Shepard Road (west intersection) in lieu of the original design, which called for the relocation of the existing signal system at that location. The City's cost share will be modified for the new Signal System "A" to reflect the difference in costs as shown in the Schedule "I" and Article 5.2.A.i of this Agreement; and
3. The City will participate in the costs of the Signal Systems construction and associated construction engineering; and
4. The State will participate in the costs of the Signal Systems and the City Furnished Materials as defined in this Agreement; and
5. Agreement No. 1060997, between the State and the Board of Water Commissioners of Saint Paul, will provide for permission to operate and maintain their utilities on the State Trunk Highway Right-of-Way; and
6. Agreement No. 1059703, between the State and the Board of Water Commissioners of Saint Paul, will address reimbursement from the State to the Board of Water Commissioners of Saint Paul for water main inspections services; and
7. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and

8. 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; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure; 17. Counterparts; 18. Electronic Signatures. The terms and conditions set forth in Article 4. Signal Systems and Emergency Vehicle Preemption 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 Aid Project No. 164-194-036 and State Project No. 6280-419 (TH 35E=390) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. *Exhibits.*** The Preliminary Schedule "I" is on file in the office of the Director of Public Works and attached and incorporated into this Agreement. Exhibit "A" Storm Water Ownership is attached and incorporated into this Agreement.

#### **2. Construction by the State**

- 2.1. *Contract Award.*** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. *Direction, Supervision, and Inspection of Construction.***
  - A. *Supervision and Inspection by the State.*** The State will direct and supervise all construction activities performed under the construction contract and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans. The State will be responsible for providing surveying and staking services for all water main construction within the Project area.
  - B. *Inspection by the City.*** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement. The City will be responsible for providing construction inspection services for all water main construction within the Project area. Responsibilities will extend beyond surveying and staking activities.

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

- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
  - B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
- 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 to be constructed hereunder that are upon and within the State 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).
- 2.6. Utility Adjustments.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

**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. Roadways.** Maintenance of Shepard Road. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices.
- 3.2. Storm Sewers.** Maintenance and ownership of any City owned storm sewer facilities construction. 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. Exhibit "A" Storm Water Ownership will further define storm sewer pipe locations and ownership.
- 3.3. Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.4. 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. The State will maintain crosswalk markings on the Trunk Highway at ramps which intersect with City roads.

- 3.5. *Ravine Filtration Basin Maintenance by the State and Cost to the City.*** The City will share in the cost of future non-routine maintenance at a rate based on the ratio of contributing water volume entering into the basin at the time that the non-routine maintenance is required. The City's contributing water volume entering into the basin at the time the basin was designed is 34 percent. Non-routine maintenance includes, but is not limited to, removal of sediment, repair of major erosion problems, major structure and entrance pipe repair and any other major maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities. The State and the City may enter into a separate agreement to define additional responsibilities for maintenance of the basin.

The City will share in all responsibilities, obligations and liabilities arising out of or by reason of the drainage collecting into and being discharged from the basin. The City will not share in any responsibilities, obligations, or liabilities concerning the State's routine maintenance-duties of the basin infrastructure. The City will share such responsibilities, obligations and liabilities at a rate based on the ratio of contributing water volume entering into the basin as referenced in the previous paragraph, however, contributing water volume ratios may change based on development and alteration of land use in the vicinity. Exhibit "A" Storm Water Ownership will further define the basin and storm sewer pipe locations and ownership.

The State will own the Ravine Filtration Basin and perform routine maintenance including, Gopher State One Call (GSOC), pretreatment maintenance, removal of debris, weeds, willows, cattails, trees, and other woody vegetation, breaking up of the iron-sand surface bed, and inspection of the basin. The State will perform these duties at their cost without cost or expense to the City.

- 3.6. *Moment Slab and Barrier Ownership and Maintenance.*** MnDOT will own and maintain the moment slab and the associated barrier. MnDOT will also be responsible for routine cleaning behind the barrier to ensure the freeboard is maintained at no cost or expense to the City.

- 3.7. *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. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of the State's District Hydraulics Unit in Roseville and is incorporated into this Agreement by reference.

- 3.8. *Future Responsibilities.*** Upon completion of the Project construction, the City will accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair, and reconstruction of any future lighting construction by the City under Bridge No. 62947 without cost or expense to the State.

#### **4. Signal Systems and Emergency Vehicle Preemption Systems Operation and Maintenance**

Operation and maintenance responsibilities will be as follows for Signal System "A" and the Emergency Vehicle Preemption EVP System on TH 35E at Shepard Road (west ramp), and for Signal System "B" and the Emergency Vehicle Preemption EVP System on TH 35E at Shepard Road (east ramp), and for the Interconnect on TH 35E from Shepard Road to Lexington Parkway.

##### **4.1. *City Responsibilities.***

- 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, and Interconnect.

**B. *City Minor Signal System Maintenance.*** The City will provide for the following, without cost to the State.

- i. 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 or when light levels drop below recommended American Association of State Highway and Transportation Officials (AASHTO) levels for the installation.
- ii. 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 or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
- iii. Clean the Signal Systems controller cabinet and service cabinet exteriors.
- iv. Clean and paint the Signal Systems and luminaire mast arm extensions. The painted equipment will undergo visual inspection over its lifespan by the State. In the event the State determines the equipment requires repainting, the City will be responsible for performing repainting in a timely manner. Painting will be in accordance with MnDOT Standard Specification 2565.3U, unless approved by the State's District Traffic Engineer. If the City does not comply with the maintenance terms as stated, the State may include a "Paint Signal Systems" pay item in the next project at the subject locations at 100 percent City cost.

**4.2. *City Major Responsibilities.***

**A. *Interconnect; Timing; Other Maintenance.*** The City will maintain the Interconnect and signing, and perform all other Signal System, Accessible Pedestrian Signals (APS), and signal pole luminaire circuit maintenance without cost to the State.

**B. *EVP Systems Operation.*** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:

- i. All maintenance of the EVP Systems 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. In the event the EVP Systems 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 Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.
- iv. All timing of the EVP Systems will be determined by the City.

**4.3. *State Trunk Highway 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.

**4.4. *Related Agreements.*** This Agreement will supersede and terminate Agreement No. 55518-M, dated October 18<sup>th</sup>, 1967, between the parties, for the intersection of TH 35E at Shepard Road (east ramp) and

Agreement No. 93153, dated February 27<sup>th</sup> 2009, between the parties, for the intersection of TH 35E at Shepard Road (west ramp).

## 5. Basis of City Cost

- 5.1. ***Schedule "I"***. The Preliminary Schedule "I" includes anticipated City participation construction items, City Furnished Materials credits, and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.
- 5.2. ***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. 100 Percent will be the City's rate of cost participation in all of the Signal System related construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
    - i. 22 Percent will be the City's rate of cost participation in all of the Signal System "A" and 67 Percent will be the City's rate of cost participation in all of the Signal System "B" construction. The construction is included in the City's 100% cost participation described in Article 5.2.A of this Agreement and is tabulated on Sheet No. 2 of the Preliminary Schedule "I".
- 5.3. ***City Furnished Materials Credit***. The City will furnish two (2) 332D Cabinet and Controller with EVP and Fiber Hardware (City Furnished Materials), according to the Project Plans, to operate the Signal Systems covered under this Agreement. The City will receive lump sum amount credits from the State for the City Furnished Materials as shown in the Schedule "I".
- 5.4. ***Construction Engineering Costs***. The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement. Inspection services and any related costs for water main in this Project area will be addressed through Agreement No. 1060997 between the parties.
- 5.5. ***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.
- 5.6. ***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.

## 6. City Cost and Payment by the City

- 6.1. ***City Cost. \$449,668.03*** is the City's estimated share of the costs of the contract construction, the 8 percent construction engineering cost share, and City Furnished Materials credits 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.

**6.2. *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.

**6.3. *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.

**6.4. *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.

## **7. 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.

**7.1. 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

**7.2. The City's Authorized Representative will be:**

Name, Title: Sean Kershaw, Director of Public Works (or successor)  
Address: 25 West 4<sup>th</sup> Street, 1500 City Hall Annex, Saint Paul, MN 55102  
Telephone: (651) 266-6100  
E-Mail: publicworksinfo@ci.stpaul.mn.us

## **8. Assignment; Amendments; Waiver; Contract Complete**

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

**8.2. *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.

- 8.3. *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.
- 8.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **9. Liability; Worker Compensation Claims**

- 9.1.** 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.
- 9.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

## **10. Nondiscrimination**

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

## **11. State Audits**

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

## **12. Government Data Practices**

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

## **13. Telecommunications Certification**

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

## **14. 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.

## **15. Termination; Suspension**

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

**15.2. *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.

**15.3. *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.

## **16. 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.

## **17. Counterparts**

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

## **18. 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 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: \_\_\_\_\_

**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. 1059844****City of Saint Paul**

SP 6280-419 (TH 35E=390)

Preliminary: November 24, 2025

SAP 164-194-036

FP NHPP-BFP I35E(013)

Grading, bituminous and concrete surfacing, ADA improvements, reinforced soil slope, moment slab, signals, lighting, TMS, Bridge No. 62947 and 62912 construction to start approximately \_\_\_\_ under State Contract No. \_\_\_\_ with \_\_\_\_ located on Trunk Highway No. 35E from 390 feet north of Trunk Highway No. 13 to Trunk Highway No. 5

<b>CITY COST PARTICIPATION</b>		<b>TOTALS</b>
SAP 164-194-036 Signal System Work Items From Sheet No. 2		446,915.40
Construction Engineering (8%)		35,753.23
<b>Total City Cost (Signal Systems and Construction Engineering)</b>		<b>\$482,668.63</b>
(1) State Cost for Signal System A - City Furnished Materials from Sheet No. 2		(16,500.00)
(1) State Cost for Signal System B - City Furnished Materials from Sheet No. 2		(16,500.00)
<b>(2) Total City Cost (less City Furnished Materials Credit)</b>		<b>\$449,668.63</b>

(1) State Cost for City Furnished Materials is shown as a credit to the City

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

## (1) 100% CITY (STATE AID FUNDS)

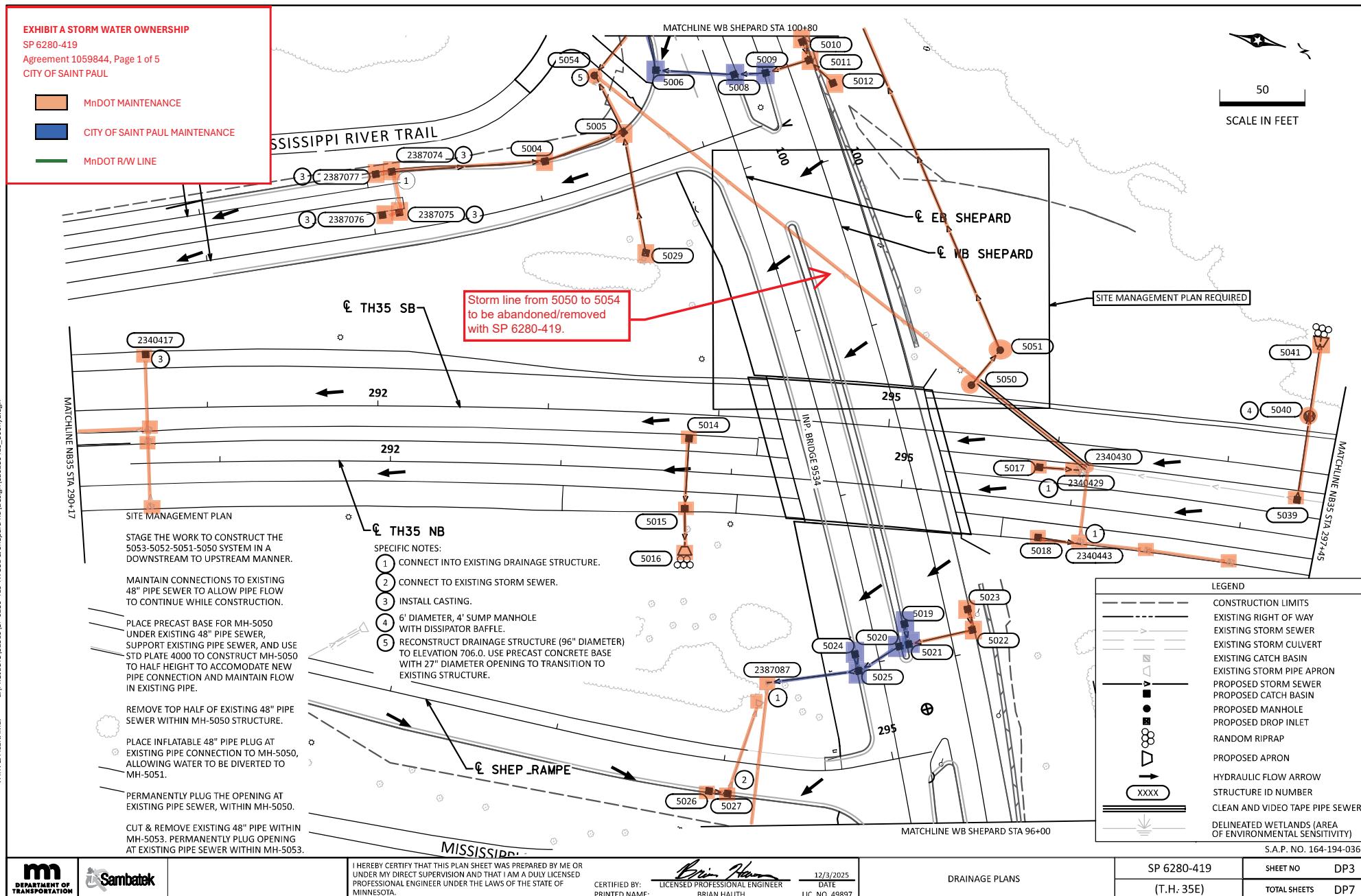
ITEM NUMBER	SAP 164-194-036 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.04	569,652.22	22,786.09
2031.502	FIELD OFFICE	EACH	0.04	48,513.60	1,940.54
2031.502	FIELD LABORATORY	EACH	0.04	43,027.04	1,721.08
2104.502	REMOVE SIGNAL SYSTEM A	EACH	0.22	17,812.82	3,918.82
2104.502	REMOVE SIGNAL SYSTEM B	EACH	0.67	21,555.84	14,442.41
2563.601	TRAFFIC CONTROL	LUMP SUM	0.04	69,000.00	2,760.00
2565.501	TRAFFIC CONTROL INTERCONNECT	LUMP SUM	0.50	41,200.00	20,600.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM A	SYSTEM	0.22	412,000.00	90,640.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM B	SYSTEM	0.67	412,000.00	276,040.00
2565.601	PAINT SIGNAL SYSTEM	LUMP SUM	1.00	12,066.45	12,066.45
				TOTAL	\$446,915.40
				(1) 100% CITY COST	\$446,915.40

## (2) 33% STATE, 67% CITY

ITEM NUMBER	CITY FURNISHED MATERIALS SIGNAL SYSTEM "A"	UNIT	QUANTITY	UNIT PRICE	COST (2)
	332D CABINET AND CONTROLLER WITH EVP AND FIBER HARDWARE	EACH	1.00	50,000.00	50,000.00
				TOTAL	\$50,000.00
				(2) 33% STATE COST	\$16,500.00
				67% CITY COST	\$33,500.00

## (3) 33% STATE, 67% CITY

ITEM NUMBER	CITY FURNISHED MATERIALS SIGNAL SYSTEM "B"	UNIT	QUANTITY	UNIT PRICE	COST (3)
	332D CABINET AND CONTROLLER WITH EVP AND FIBER HARDWARE	EACH	1.00	50,000.00	50,000.00
				TOTAL	\$50,000.00
				(3) 33% STATE COST	\$16,500.00
				67% CITY COST	\$33,500.00



## EXHIBIT A STORM WATER OWNERSHIP

SP 6280-419

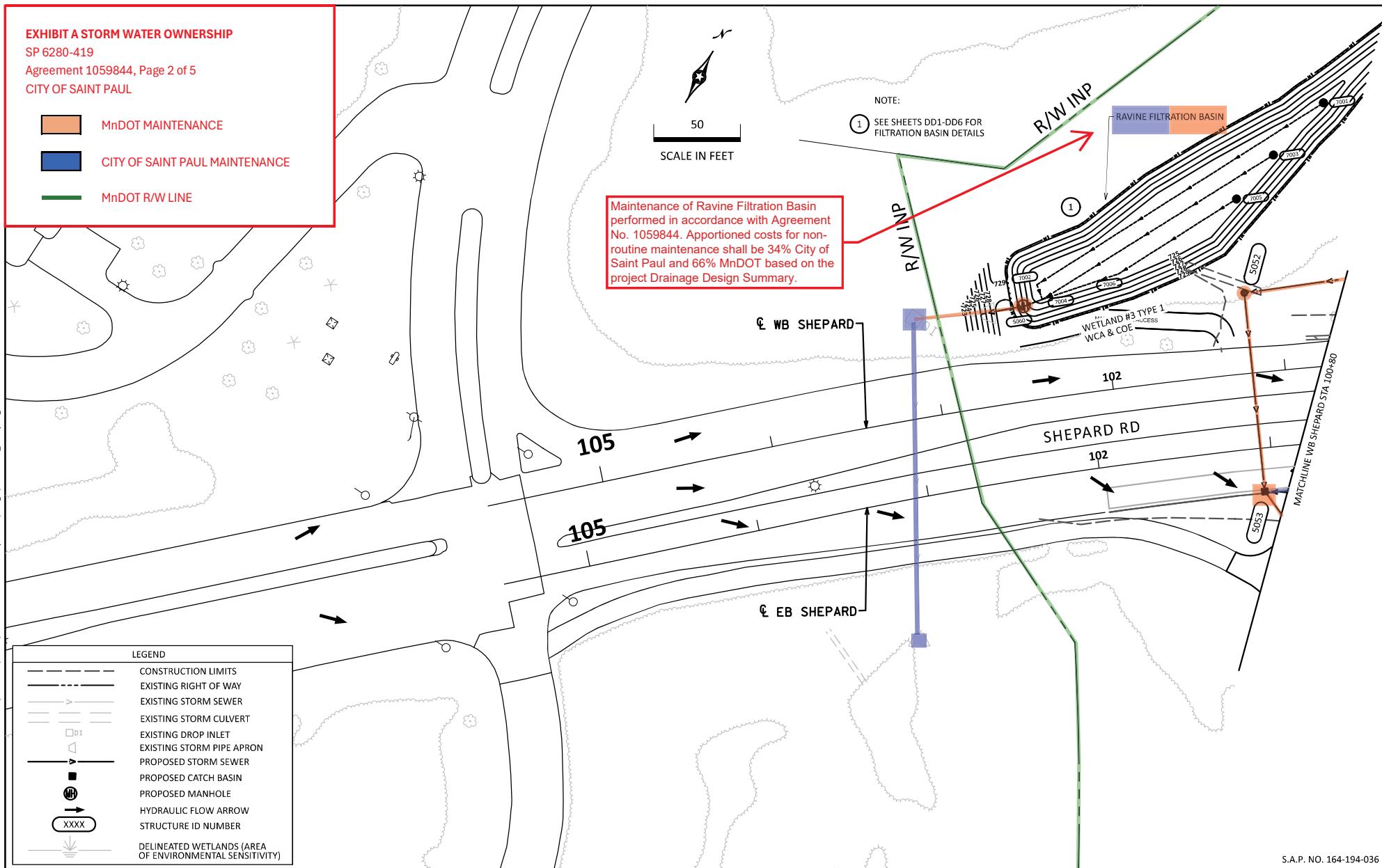
Agreement 1059844, Page 2 of 5

CITY OF SAINT PAUL

MnDOT MAINTENANCE

CITY OF SAINT PAUL MAINTENANCE

MnDOT R/W LINE



I HEREBY CERTIFY THAT THIS PLAN SHEET 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.

CERTIFIED BY: *Brian Hauth*  
LICENCED PROFESSIONAL ENGINEER  
PRINTED NAME: BRIAN HAUTH  
DATE: 12/3/2025  
LIC. NO. 49897

DRAINAGE PLANS

SP 6280-419

(T.H. 35E)

S.A.P. NO. 164-194-036

SHEET NO DP4

TOTAL SHEETS DP7

## EXHIBIT A STORM WATER OWNERSHIP

SP 6280-419

Agreement 1059844, Page 3 of 5

## CITY OF SAINT PAUL

MnDOT MAINTENANCE

CITY OF SAINT PAUL MAINTENANCE

— MnDOT R/W LINE

81/0770/REF/1/SEQ: 3 DEC 2035

NCCO  
(NATIONAL  
CHECKING  
COMPANY)

899

A scale bar consisting of a horizontal line with a vertical tick mark at the left end, labeled "50" above the line.

**Matchline WB SHEPARD STA 96-00**

**Matchline WB SHEPARD STA 89-05**

**SHEPARD RD**

**Structure to be removed and pipe from this structure to 2837091 to be plugged, filled, and abandoned in place with SP 6280-419.**

**WETLAND #1 TYPE 1L WCA & COE**

**SPECIFIC NOTES:**

② CONNECT TO EXISTING STORM SEWER.

**LEGEND**

- CONSTRUCTION LIMITS
- EXISTING RIGHT OF WAY
- EXISTING STORM SEWER
- EXISTING STORM CULVERT
- EXISTING CATCH BASIN
- EXISTING STORM PIPE APRON
- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN
- HYDRAULIC FLOW ARROW
- STRUCTURE ID NUMBER
- DELINTEATED WETLANDS (AREA OF ENVIRONMENTAL SENSITIVITY)

SAP NO. 164-1

**SPECIFIC NOTES:**

2 CONNECT TO EXISTING STORM SEWER.

CERTIFIED BY: Brain Hause LICENSED PROFESSIONAL ENGINEER  
PRINTED NAME: BRIAN HAUSE

12/3/2025  
DATE  
LIC. NO. 49887

S.A.B. NO. 164.194.036



I HEREBY CERTIFY THAT THIS PLAN SHEET 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.

## DRAINAGE PLAN

SP 6280

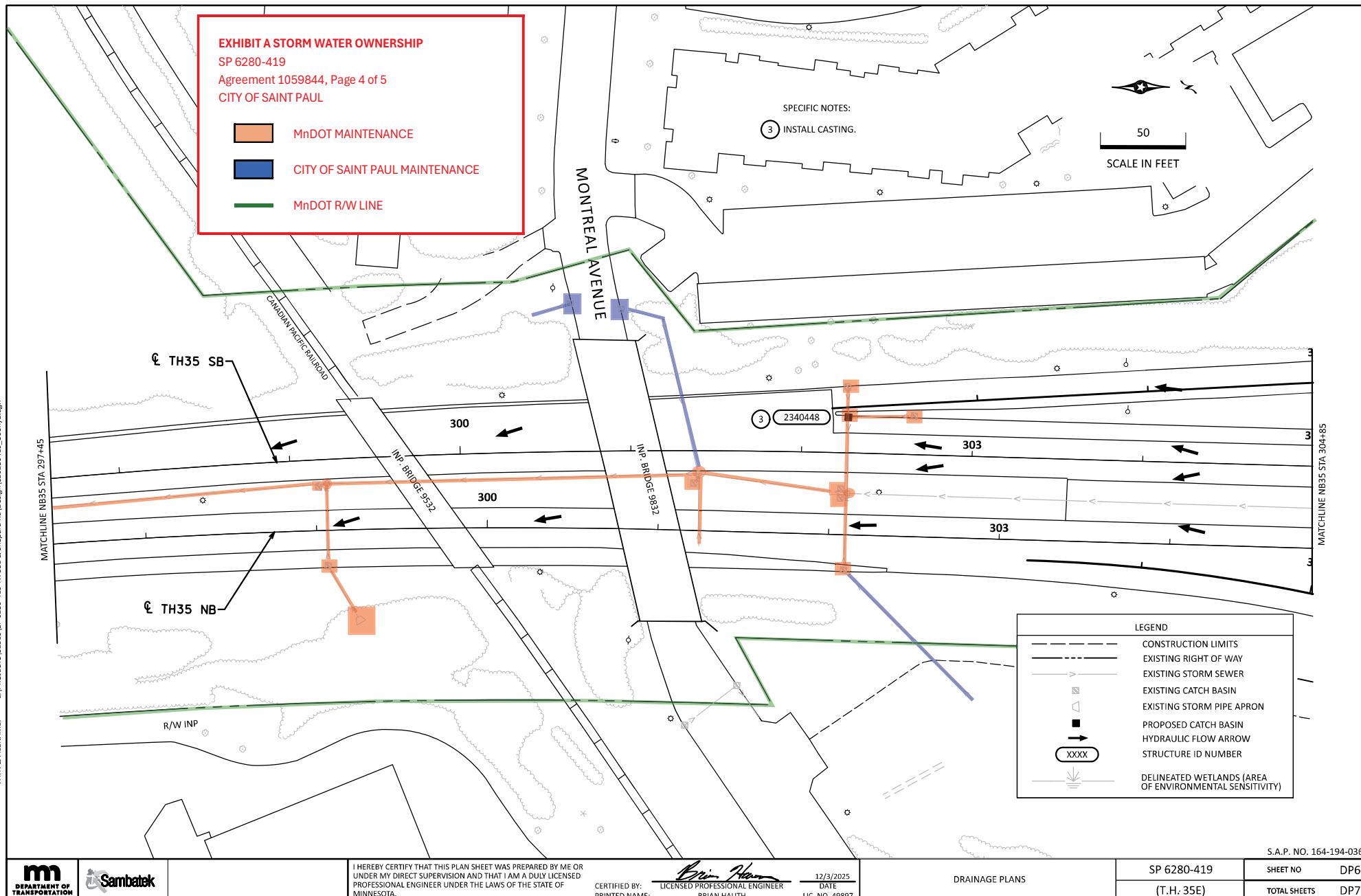
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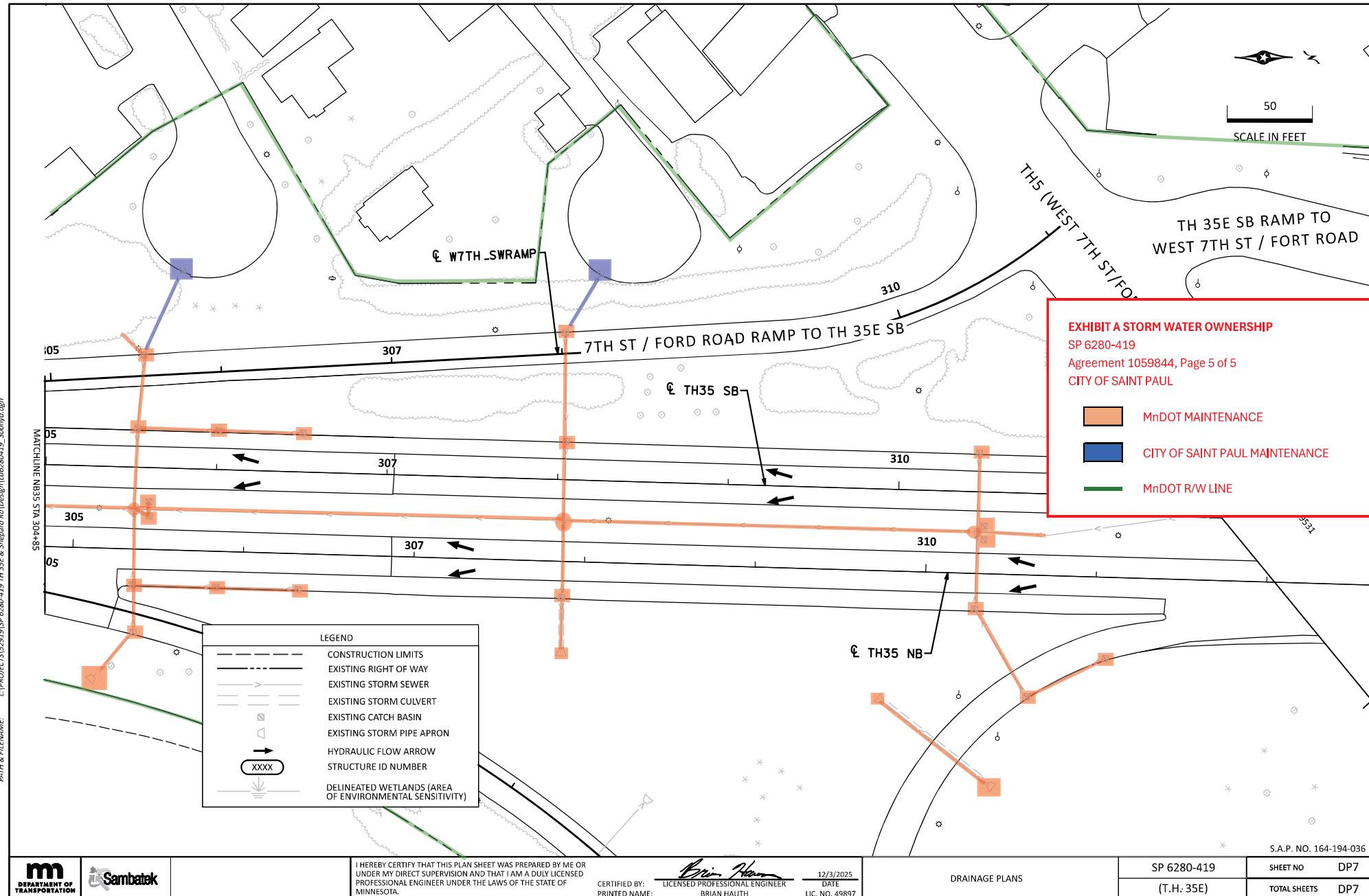
(T.H. 3)

SHEET NO

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**TOTAL SHE**





## **CITY OF SAINT PAUL**

### **RESOLUTION**

IT IS RESOLVED that the City of Saint Paul enter into MnDOT Agreement No. 1059844 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 Systems construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 35E from 390 feet north of Trunk Highway No. 13 to Trunk Highway No. 5 within the corporate City limits under State Aid Project No. 164-194-036 and State Project No. 6280-419 (TH 35E=390).

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

\_\_\_\_\_  
(Signature)

Notary Public \_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Title)