

PREPARED BY
METRO DISTRICT
MAINTENANCE

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
ROUTINE MAINTENANCE AGREEMENT

MnDOT
AGREEMENT NO.
1044960

AGREEMENT BETWEEN

THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF ST. PAUL

FOR

Routine maintenance of certain portions of trunk highways and bridges within and adjoining the corporate limits of the City of St. Paul upon the terms and conditions set forth in this Agreement.

TOTAL AGREEMENT AMOUNT
\$2,115,031.00

AMOUNT TO BE ENCUMBERED
(Fiscal Year 2020)
\$1,059,901.00

AMOUNT TO BE ENCUMBERED
(Fiscal Year 2021)
\$1,055,130.00

AMOUNT RECEIVABLE
None

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

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

WHEREAS, pursuant to Minnesota Statutes, Section 161.38, the parties desire to enter into an agreement relating to the maintenance of trunk highways and bridges within the corporate limits of City upon the terms and conditions set forth in this Agreement; and

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOW:

I. DUTIES OF THE CITY

- A. City will provide for routine maintenance as defined in Section I.F., on those portions of the Trunk Highway, U.S. Highway, and Interstate roadways and bridges within the corporate limits of City as described in Exhibit A, with supporting calculations found in Exhibit B and C. The provisions set forth in this agreement do not supersede or negate any provisions/requirements described in any project specific agreement.
- B. For activity and cost tracking purposes, the State-owned system defined in Exhibits A, B, and C shall be subdivided into two subsystems. The Downtown Loop system shall consist of those portions of Trunk Highway 5 (7th St.) between Kellogg Ave. and Broadway St., and Trunk Highway 3 (Robert St.) between Kellogg Ave. and 12th St. The Arterial system shall consist of all other State-owned roadways covered by this agreement.
- C. As shown in Exhibit C, the total length of the roadways covered by this Agreement equals 31.155 centerline miles. This length includes 2.066 centerline miles in the Downtown Loop, and 29.089 Arterial centerline miles.
- D. State and City have agreed to use the lane factors shown in Exhibit C to convert Arterial centerline miles to lane miles, resulting in a total of 99.931 Arterial lane miles.
- E. This Agreement covers a total of 68 State-owned bridges, with a total deck area of 1,425,507 square feet.
- F. City will provide routine maintenance on the above described roadways and bridges in accordance with the standards and guidelines City uses to routinely maintain its roadway system, with a goal of achieving a Level of Service Long Term Target as defined in Exhibit D. The City will perform the routine maintenance tasks and provide the deliverables as described in Sections 1 through 7 in this Section F, which are based on MnDOT Products and Services definitions.

1. CLEAR ROADWAYS.

- a. Proper and timely cleaning of ice and snow from roadways and pedestrian walkways, including bicycle lanes/bikeways. Heavy Snow Removal outside of the Downtown Loop will only be included for the first year of this agreement.
- b. Proper and timely cleaning of ice and snow from bridges, cleaning the entire bridge width as feasible without pushing ice or snow onto any roadway, railroad, trail, path, or walkway located below the bridge.
- c. In all ice and snow activities, use all available best practices and technology to minimize the amount of chlorides applied.
- d. Perform debris clearance on roadways, bridges, and pedestrian and bicycle facilities to keep them free and clear from obstructions and impediments that may interfere with the passage of vehicle, bicycle, and pedestrian traffic.
- e. Perform sweeping two times per year.

2. SMOOTH PAVEMENT & DRAINAGE.

- a. Maintain the roadways, including bicycle lanes/bikeways, in a state of good repair. Maintenance will include necessary routine maintenance to preserve the roadways and sidewalks which includes, but is not limited to, patching of the road surface and sidewalks, minor slope repairs, and minor curb and gutter repairs.
- b. Maintain the drainage system and structures in a state of good repair. Maintenance will include cleaning and repair which does not require excavation. The City will not be responsible for maintaining outfalls, ponds, best management practices, or water quality features. State is an MPCA permit holder, and no obligations pertaining to State's MS4 permit are transferred to the City through this agreement. All maintenance performed on drainage structures shall be in accordance with the State's MS4 requirements.

3. **SAFETY FEATURES.**

- a. Maintain highway signing for both vehicular and bicycle modes.
For the first year of this agreement, the City shall have full responsibility for sign maintenance. For the second year of this agreement, the State shall be responsible for maintaining all signage related to the functionality of state highways including all regulatory, warning, and guide signs with the exception of curb-use signage (parking related, snow emergency routes, loading zones, etc.), citywide speed limit signs, and street name slat signs at intersections. State shall be responsible for maintaining advance street signs and street mast arm signs at signals maintained by State. The City shall maintain responsibility for all curb-use related signage, street name signage, bus stop signage, local wayfinding signage, City-specific signage on State roadways, and special signs installed by permit or agreement. In replacing, modifying, or repairing signage associated with maintenance activities, the State and the City shall each be responsible for ensuring all signage impacted by their work is appropriately reinstalled. In replacing, removing, installing or reinstalling signage impacted by contracted construction work, the agency contracting the work shall be responsible for ensuring all signage impacted or made necessary by the contracted work is appropriately installed or reinstalled.
- b. Maintain highway safety devices such as: fencing, guardrail and attenuators.
- c. City shall also maintain fence that is within 30 feet of the end of the bridges as referenced in Exhibit B.
- d. The State will furnish, for City installation, suitable route markers for the guidance of traffic on such trunk highways and attenuator/end treatment parts or replacement attenuators, and guardrail parts for City maintenance and installation as necessary. State and City will use the established Master Contract process to reimburse the City for installation of the attenuator/end treatments and guardrails.

4. **BRIDGES.** Section 4 of this agreement pertains to the maintenance of bridges. If any other section of the agreement contradicts Section 4, Section 4 shall govern.

a. Definitions

- 1) Bridge: Any structure meeting the State definition of a bridge that is open for its intended use; includes vehicular, pedestrian, bicycle, shared use, etc.
- 2) Topside Maintenance (also referred to as Category A maintenance): Any maintenance performed on bridge elements at or above the travelled surface of the structure
- 3) Underside Maintenance (also referred to as Category B maintenance): Any maintenance performed on bridge elements below the travelled surface of the structure. Includes maintenance on pedestrian culverts.
- 4) Category A Bridge: In general, a bridge on a local route that carries traffic over a state route. See Exhibit B for breakdown of City and State maintenance responsibilities.
- 5) Category B Bridge: In general, a bridge on a state route that carries traffic over a local route. See Exhibit B for breakdown of City and State maintenance responsibilities.

b. City's Bridge Maintenance Responsibilities

- 1) The City shall be responsible for all bridge maintenance activities as expressly described in this Section. All bridge maintenance activities that are not expressly listed shall be considered to be outside of the City's scope of work under this agreement.
- 2) Topside bridge maintenance shall include:
 - a) Annual flushing and/or vacor cleaning of bridge expansion joints, with a target completion date each year of June 15;

- b) Annual flushing of the bridge deck and bridge sidewalks;
- c) Biannual sweeping of the bridge deck and bridge sidewalks; and
- d) Removal or painting-over of graffiti which is adhered to the interior of the barriers or railings, sidewalks, or bridge deck, which is visible from the local roadway and does not require work from the roadway underneath and does not require aerial work above the roadway underneath.

3) Underside bridge maintenance shall include:

- a) Annual flushing and/or vacator cleaning of bearings and abutment and pier bearing seats
- b) Annual flushing of slope paving;
- c) Repair of sidewalks, guardrail and attenuators on the underneath roadway, and stairs going from the under roadway to the over roadway (Note: the State shall furnish all guardrail and attenuator parts as necessary for City installation); and
- d) Removal or painting-over of graffiti which is adhered to sidewalks, piers or abutments, and the exterior of barriers, railings, or bridge decks which is visible from the local roadway and does not require aerial work above the local roadway.

c. State's Bridge Maintenance Responsibilities

The State shall be responsible for all bridge maintenance activities not defined as a City responsibility within Section 4 of this agreement.

d. Communications

The Bridge contacts for State and City shall maintain open lines of communication regarding the performance and schedule of maintenance activities by City. City shall provide State with advance notice of work to the extent practicable, for the purpose of allowing State the opportunity to observe the work and identify other issues that may need to be addressed.

e. Permitting of Oversize/Overweight Vehicles

The City shall have no role in issuing overweight permits for bridges covered by this agreement that are owned by the State and carry a local roadway. The MnDOT Bridge Office shall perform overweight bridge analyses and evaluations and provide the state permit to the City. The City will direct permit applicants to the State for bridges covered by this agreement that are owned by the State. This process is further described in the MnDOT State Aid Bridge overweight permit process flowchart located at: <http://www.dot.state.mn.us/stateaid/bridge/overweight-permits.html>

The City shall issue oversize permits for vehicles travelling on local roadways in accordance with the bridge clearance data provided in the SIMS database. The City shall issue special use permits for bridges that carry a local roadway. The MnDOT Bridge Office shall perform any necessary analyses and evaluations of proposed loads on bridges owned by the State as part of special use permits.

f. Reporting

The City shall perform and track all bridge maintenance activities defined in this section. Tracking shall specify bridge number, date, work activity number, work description, and costs incurred. Tracking can be completed by the use of the form found in Exhibit F, or by another mutually agreed-upon process. The City shall submit reports to the State on all work performed, in accordance with Legislative Bridge Reporting Requirements.

After June 30, 2020, the City shall track bridge maintenance activities and costs to the level of detail necessary to potentially base future cost-sharing agreements on the actual work performed on State-owned bridges, rather than the current process of splitting costs based on a ratio of work performed on State-owned bridges to work performed on all bridges. When City performs

work on multiple bridges in the same day, they shall estimate the amount of time attributable to each bridge.

5. **PERMITS.** Administer, issue, regulate, and inspect transportation permits, and permits to maintain existing utilities and install new utilities, including small cell technology, within the rights-of-way on the State-owned roadways described in Exhibit A. Transportation permits include, but are not limited to, obstruction permits for sidewalks; travel lanes; parking lanes; parade permits; race permits; block events, as defined by City of St. Paul ordinance; parklets; bike corrals; valet zones; sidewalk cafes; street furniture including transit shelters, courtesy benches; news corrals; etc., in accordance with MnDOT policy and regulations.

6. **ATTRACTIVE ROADSIDES.**

a. Graffiti removal on MnDOT signs within the rights-of-way on the State-owned roadways described in Exhibit A. Graffiti removal from signs will only be included in the first year of this agreement.

b. The City shall not be responsible for tree maintenance activities within the State right-of-way such as tree planting; tree trimming; removal of dead, damaged, or diseased trees; stump removal; and tree debris clean-up etc. Any maintenance activity performed by City on trees in the State right-of-way shall follow the established Master Contract process. City shall forward requests for any tree-related work to established contacts at State.

7. **UTILITY LOCATES.** City will respond to and perform all Gopher State One Call locates for all lighting and signal systems maintained by the City. This shall include fiber optic systems currently maintained by the City as part of existing signal systems, located within the rights-of-way for the State-owned roadways described in Exhibit A; City will respond to and perform all Gopher State One Call locates for catch basin leads as part of routine maintenance located within the rights-of-way for the State-owned roadways described in Exhibit A; and

G. The City will include cleaning of the inside surface and support structure of the Plexiglas enclosures over the walkways on the Cedar Street bridge crossing over Interstate 94 as part of their routine maintenance responsibilities included in this Agreement. City is not responsible for cleaning the outside surfaces of these Plexiglas enclosures.

H. City will furnish all labor, equipment, materials, supplies, tools, and other items necessary for the performance of the services to be provided for by City under this Agreement, except as otherwise noted.

I. City will track and report complete and verifiable cost data for labor, equipment, and materials to support the consideration and payment in Section V of this agreement.

J. All materials used by City in the performance of the work under this Agreement must conform to the requirements of the current edition of the Minnesota Department of Transportation Standard Specifications for Construction and to any subsequent amendments thereto.

K. If there is a change in the routing of a State-owned roadway, a substitution of a new route for a State-owned roadway, or a variation from the present State-owned roadway location by the State, City will maintain the new State-owned roadway in accordance with this Agreement during such period of substitution and will be paid the amount to which it is entitled under this Agreement. If State relocates any portion of the above described State-owned roadways and the present roadway reverts to City, the City will maintain the reverted portion at its sole cost and expense.

II. **DUTIES OF THE STATE**

A. State is responsible for any extraordinary maintenance, betterment, construction, or reconstruction on the State-owned roadways, bike shoulders, sidewalks, and bridges described in Exhibit A. If State desires City to perform any such work, the parties must enter into a separate agreement or Master Contract Work Order therefore. Extraordinary maintenance, betterment, construction, or reconstruction includes, but is

not limited to:

1. Seal coat, overlay of the roadway surface, mill and overlay of the roadway surface;
 2. Full replacement of guardrail and attenuators;
 3. Replacement and repair of drainage structures and culverts which require excavation; major washout repairs;
 4. Sidewalk replacement and heave and crack repair, including any necessary repair, relocation and/or reinstallation of existing signs, lighting, and/or signal infrastructure;
 5. Lifecycle replacement of state owned signs for retro-reflectivity; and routine sign maintenance of state-owned signs after the first year of this agreement.
 6. Abandonment of vaults, areaways, utility structures and tunnels; includes filling the structures with sand to subgrade elevation, removal of all surface features such as manholes, access slabs or hatches, etc., and restoration of the pavement to applicable standards; and
 7. Curb replacement, repair, and redesign. This shall include any necessary repair, relocation and/or reinstallation of required signs, lighting, and/or signal infrastructure. All installations of bump outs shall be signed with appropriate markers for plowing operations.
- B. State will retain its authority to administer, issue, and regulate access permits, sign advertising permits, and drainage permits on the State-owned roadways described in Exhibit A.
- C. For the State-owned bridges referenced in Exhibit B, the State shall be responsible for all bridge safety inspections and associated reporting into the Structure Information Management System (SIMS). The City will not be responsible for the structural integrity of these bridges. The State shall be responsible for all oversize/overweight bridge permitting of the State-owned bridges referenced in Exhibit B.
- D. The State is responsible for maintaining pavement markings on State-owned roadways.
- E. The State shall perform routine maintenance of vegetation and landscaping not covered by separate agreements, including necessary and regular mowing; tree trimming; removal of dead or diseased trees, including stump removal; tree planting, including permitting; litter pick up; collection and disposal of debris from areas not covered by Section I.F.1.; perform debris removal and clean-up of unsheltered encampments within the rights-of-way of State-owned roadways as described in Exhibit A.
- F. The State is responsible for sign maintenance as assigned to it in Section I.F.3.a.

III. SEMI-ANNUAL INSPECTION

Authorized representatives of State and City will individually inspect roadways and bridges included in this agreement and may meet on a semi-annual basis to review the adequacy of the maintenance work being performed, and to determine if any extraordinary maintenance, betterments, construction, or reconstruction is required.

IV. LANE CLOSURES AND TRAFFIC CONTROL

- A. The City may partially block State-owned roadways and bridges for a period of time necessary for the performance of the services covered under this Agreement. In cases of emergency, such trunk highways and bridges may be wholly blocked and the passage of traffic thereon prevented by the City. At no time, however, will the City continue to obstruct the free passage of traffic on the State-owned roadways or bridges for a longer period of time than is required for performing the necessary work thereon. In the event of the total blocking or closing of any such State-owned roadway or bridge, City must provide a suitable detour during such time, with the assistance of State, as needed.
- B. City may close to travel State-owned roadways and bridges at such time as it is necessary for the emergency repair of water or gas mains, electric or telephone cables, sewers, or for the installation of new utilities. However, City will not cause any portions of said State-owned roadways and bridges to be closed to traffic for any reasons other than those above set forth, and in no event for a time longer than

reasonably necessary to complete authorized work.

- C. All partial and total closures of a State-owned roadways or bridges covered under this Agreement must be in conformance with the current Minnesota Manual on Uniform Traffic Control Devices, and City must provide at least a 24 hour notice of these closures to the MnDOT Dispatch Center at 651-234-7100 unless it is an emergency

V. CONSIDERATION AND TERMS OF PAYMENT

- A. State will pay to the City for routine maintenance performed under the terms and conditions of this Agreement, after execution of the agreement and according to the following:
 1. State method of reimbursement to the City shall be derived from the previous 3-year average of eligible costs specifically covered under the current agreement. The eligible costs shall be directly derived and reported as part of the City's cost accounting system and shall be presented in a form which is conducive to routine verification and audit, as determined by the State.
 2. The State's allocation of the City's cost for maintenance shall be based upon the State's percentages as shown in Exhibit E.
 3. The City and State have agreed to continue to engage in ongoing discussions regarding services, resources, and cost reporting format, within the structure of Exhibit D - Products and Services Long Term Target, which is attached and incorporated into this agreement. It is understood that the amount of payment does not match the City Level of Service Long Term Target outlined in Exhibit D. State and City recognize this and will continue to work toward a system where the amount of the payment fully funds the jointly agreed upon Level of Service.
 4. In the event there is a change as described in Section I.K. in the roadways or bridges to be maintained by City, or this Agreement is cancelled prior to June 30, 2021, the payment due to City will be prorated for the full months and fractional months, if any, that the terms of this agreement are in effect.
 5. For this agreement, the State will make quarterly payments to the City for both Fiscal Year 2020 and Fiscal Year 2021, for the time periods and amounts listed below.

<u>Fiscal Year 2020</u>		<u>Fiscal Year 2021</u>	
July 1 - Sept. 30, 2019	\$ 264,975.25	July 1 – Sept. 30 2020	\$ 263,782.50
Oct. 1 - Dec. 30, 2019	\$ 264,975.25	Oct. 1 – Dec. 30, 2020	\$ 263,782.50
Jan. 1 – Mar. 31, 2020	\$ 264,975.25	Jan. 1 – Mar. 31, 2021	\$ 263,782.50
Apr. 1 - June 30, 2020	\$ 264,975.25	Apr. 1 - June 30, 2021	\$ 263,782.50

State's maximum obligation during the first year of the Agreement is \$1,059,901.00 and its maximum obligation during the second year of this Agreement is \$1,055,130.00, with a total obligation under this Agreement of \$2,115,031.00, unless the agreement is amended. Refer to Exhibit E as a reference to the work items and payments for the work items included herein.

- 6. If City fails to perform any of the work according to the terms of this Agreement, State may perform such work and may offset any payment due to the City under this agreement by the amount of the labor, overhead, and material costs incurred by the State in performing such work. Performance of such work by the State will not be construed as a waiver of the City's obligation to subsequently perform such work, and the City will be entitled to compensation, pursuant to this agreement, for subsequent work, which is satisfactorily performed by the City. This paragraph will not be construed to relinquish any rights of action, which may accrue on behalf of State as against City for any breach of contract. The terms of this paragraph shall also apply to any temporary suspensions of work by

the City within the timeframe of the Agreement.

VI. TERM OF AGREEMENT

A. Effective Date: July 1, 2019

No reimbursements will be made until or upon the date that the final required signature is obtained by the State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2.

B. Expiration date: June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

VII. CANCELLATION

A. This Agreement may be canceled by either party with sixty (60) days prior written notice to the other party. In the event of such a cancellation, City will be entitled to a prorated payment for the months and fractional months, if any, that this Agreement was in effect.

B. The State may immediately terminate this contract 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. The State is not obligated to pay for any services that are provided after notice and effective date of termination, however, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State must provide the City notice of the lack of funding within a reasonable time of the State's receiving that notice.

VIII. AUTHORIZED REPRESENTATIVE

A. State's Authorized Representative for the purposes of the administration of this Agreement are:
Bridges/Structures: Dustin Thomas, Metro District Structures Engineer, Minnesota Department of Transportation, Metro District, 1500 West County Road B2, Roseville, MN 55113, (651) 234-7955, or his designee or successor.

Non-bridge Work: Todd Stevens, Metro District Maintenance Engineer, Minnesota Department of Transportation, Metro District, 1500 West County Road B2, Roseville, MN 55113, (651) 234-7901, or his designee or successor.

B. City's Authorized Representative for the purposes of the administration of this Agreement is Sean Kershaw, Director of Public Works, City of St. Paul, 1500 City Hall Annex, 25 West Fourth Street, St. Paul, Minnesota 55102-1660, (651) 266-6100, or his successor.

C. State's Authorized Representative will have final authority for acceptance of City's services. If such services are accepted as satisfactory, State's Authorized Representative will so certify on each invoice submitted pursuant to Section VI.A, and will authorize payment.

D. State and City contacts for day-to-day communication and coordination of work are:

1. Bridge Work

- a. State: Mike Anderson, Metro District Bridge Superintendent, MnDOT Metro District, 1500 West County Road B2, Roseville, MN 55113, (651) 775-0396, or his designee or successor.
- b. City: Glenn Pagel, City Bridge Engineer, 27 West 4th Street, City Hall Annex 9th Floor, St. Paul, MN 55102, (651) 274-3173, or his designee or successor.

2. Non-bridge work

- a. State: Cliff Gergen, Metro District Central Region Superintendent, MnDOT Metro District, 1500 West County Road B2, Roseville, MN 55113, (651) 775-0342, or his designee or

successor.

- b. City: Matt Morreim, Street Maintenance Division Manager, 873 North Dale Street, St. Paul, MN 55103, (612) 20-3295, or his designee or successor.

X. ASSIGNMENT

- A. Neither party will assign or transfer any rights or obligations under this Agreement, in whole or in part, without prior written consent of the other.
- B. All contracts and agreements made by either party with third parties for the performance of any work to be done under this Agreement must be made in accordance with the terms of this Agreement and State of Minnesota law.
- C. This Agreement will not be construed as a relinquishment by State of any powers or control it may have over the trunk highways and bridges covered under this Agreement.

XI. MERGER/AMENDMENTS

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

XII. LIABILITY

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

XIII. WORKERS' COMPENSATION

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

XIV. CIVIL RIGHTS

- A. The City must comply with the provisions of Minnesota Statutes Section 181.59, and any applicable local ordinance relating to civil rights and discrimination.
- B. City agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the City's compliance with this provision. The City must cooperate with State throughout the review process by supplying all requested

information and documentation to State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

XV. STATE AUDITS

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

XVI. DATA PRACTICES

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

XVII. EXHIBITS INCORPORATED

Exhibits A through F are attached and incorporated into this Agreement.

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

STATE ENCUMBRANCE VERIFICATION

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

By _____

Date _____

Swift Encumbrance No. _____

CITY OF ST. PAUL

By _____
Mayor

Date _____

By _____

Title: Public Works Director

Date _____

By _____

Title: Director of Financial Services

Date _____

Approved as to form and execution:

By _____
Assistant City Attorney

Date _____

DEPARTMENT OF TRANSPORTATION

Recommended for approval:

By _____
Metro District Maintenance Engineer

By _____
Metro District Structures Engineer

Approved:

By _____
Metro District Engineer

Date _____

Approved as to form and execution:

By _____
Contract Management

Date _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By _____

Date _____