

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF ST. PAUL
MAINTENANCE
AGREEMENT**

State Project Number (S.P.): 6283-247

Trunk Highway Number (T.H.): 94

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

Recitals

1. The State will perform pavement rehabilitation construction and other associated construction upon, along, and adjacent to Trunk Highway No. 94 from 0.2 miles west of Western Avenue to 0.1 miles east of Mounds Blvd in the city of St. Paul according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 6283-247 (T.H. 94) ("Project"); and
2. The State has included in its contract, drainage repair and replacement of catch basins along with inspection and repair of storm sewer pipe. A new segment of the pipe and drainage structure will be constructed under WB 194 north of the Kellogg Blvd. bridge crossing. This pipe labeled (5314) and the structure labeled (5312) are shown in Maintenance Exhibit A and the City is willing to own and maintain both after acceptable completion of the construction; and
3. Subordinate Agreement No. 1029436W06 between the State and Metropolitan Council will address the Council's cost participation in storm sewer construction and associated construction engineering; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 6. Liability; Worker Compensation Claims; Insurance; 9. State Audits; 10. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- 1.4. Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 6283-247 (T.H. 94) 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.** Exhibit A: Drainage Maintenance is attached and incorporated.

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.
- B. **Inspection by the City.** The construction covered under this Agreement will be open to inspection by the City. The State will provide the City opportunity to inspect structure 5312 and pipe 5314 before backfilling and review the sewer televising videos as indicated in Maintenance Exhibit A. If the City believes the 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 construction covered under this Agreement.

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

- A. The State will make changes in the Project Plans and contract construction 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.
- 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. The State reserves the right to invoice the City for the cost of any construction contract addenda and any additional City requested work and plan changes, including associated construction engineering, before the completion of the contract construction.

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. 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.

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 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. **Ownership.** Upon completion of the Project, the City will be the owner of structure 5312 and pipe 5314. The City will pay MnDOT to provide necessary traffic control and safety measures to maintain, inspect, and repair structure 5312 and pipe 5314 without cost or expense to the State.

3.2. Storm Sewers. Upon acceptable completion of the sewer facilities construction, the City will assume ownership of structure 5312 and pipe 5314 and will pay MnDOT to perform Routine maintenance of structure 5312 and pipe 5314 storm sewer facilities. MnDOT will invoice the City for each operation carried out. The invoice will include costs for staff hours plus any materials or equipment used by MnDOT.

3.3 Routine maintenance and ownership of structure 5312 and pipe 5314 storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.

4. 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.

4.1. The State's Authorized Representative will be:

Name, Title: Todd Stevens, District Maintenance Engineer (or successor)
Address: 1500 West County Road B2, Roseville, MN 55113
Telephone: (651) 234-7901
E-Mail: Todd.stevens@state.mn.us

4.2. The City's Authorized Representative will be:

Name, Title: Bruce Elder P.E. Sewer Utility Manager (or successor)
Address: Saint Paul Public Works Sewer Utility
419 Burgess Street, St. Paul MN 55117
Telephone: (651) 266-9850
E-Mail: PW-SewerDispatch@ci.stpaul.mn.us

5. Assignment; Amendments; Waiver; Contract Complete

5.1. 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.

5.2. 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.

5.3. 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.

5.4. 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.

6. Liability; Worker Compensation Claims; Insurance

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

7. Nondiscrimination

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

8. Title VI/Non-discrimination Assurances

The 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. The City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

9. 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.

10. 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.

11. 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 (Aug. 13, 2018), the City does not and will not use 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.

12. 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.

13. Termination; Suspension

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

13.2. *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.

13.3. *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.

14. 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.

15. Counterparts

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

16. 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.

By: _____
Director of Public Works

Date: _____

By: _____
Assistant City Attorney

Date: _____

By: _____
Director of the Office of Financial Services

Date: _____

By: _____
Mayor

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

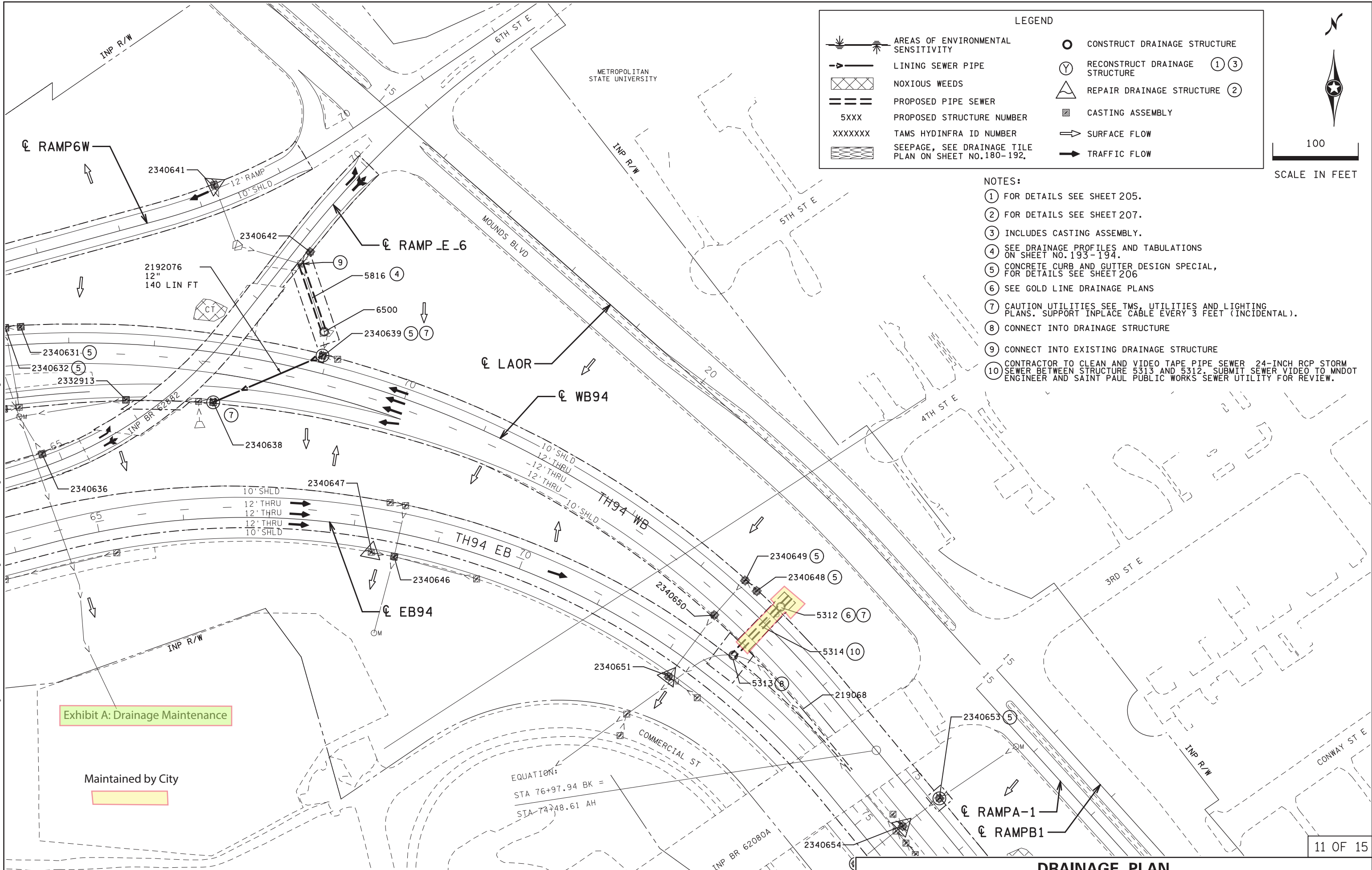
Date:

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

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



LEGEND

	AREAS OF ENVIRONMENTAL SENSITIVITY		CONSTRUCT DRAINAGE STRUCTURE
	LINING SEWER PIPE		RECONSTRUCT DRAINAGE STRUCTURE (1) (3)
	NOXIOUS WEEDS		REPAIR DRAINAGE STRUCTURE (2)
	PROPOSED PIPE SEWER		CASTING ASSEMBLY
	PROPOSED STRUCTURE NUMBER		SURFACE FLOW
	TAMS HYDINFRA ID NUMBER		TRAFFIC FLOW
	SEEPAGE, SEE DRAINAGE TILE PLAN ON SHEET NO. 180-192.		

NOTES:

- ① FOR DETAILS SEE SHEET 205.
- ② FOR DETAILS SEE SHEET 207.
- ③ INCLUDES CASTING ASSEMBLY.
- ④ SEE DRAINAGE PROFILES AND TABULATIONS ON SHEET NO. 193-194.
- ⑤ CONCRETE CURB AND GUTTER DESIGN SPECIAL, FOR DETAILS SEE SHEET 206
- ⑥ SEE GOLD LINE DRAINAGE PLANS
- ⑦ CAUTION UTILITIES SEE TMS, UTILITIES AND LIGHTING PLANS. SUPPORT INPLACE CABLE EVERY 3 FEET (INCIDENTAL).
- ⑧ CONNECT INTO DRAINAGE STRUCTURE
- ⑨ CONNECT INTO EXISTING DRAINAGE STRUCTURE
- ⑩ CONTRACTOR TO CLEAN AND VIDEO TAPE PIPE SEWER 24-INCH RCP STORM SEWER BETWEEN STRUCTURE 5313 AND 5312. SUBMIT SEWER VIDEO TO MNDOT ENGINEER AND SAINT PAUL PUBLIC WORKS SEWER UTILITY FOR REVIEW.

SCALE IN FEET

100

Exhibit A: Drainage Maintenance

Maintained by City

EQUATION:
 STA 76+97.94 BK =
 STA 74+48.61 AH

DRAINAGE PLAN

Exhibit A: Drainage Maintenance

STRUCTURE NO.		STRUCTURE LOCATION			DRAINAGE STRUCTURES							GL A				
FLOWS FROM	FLOWS TO	ALIGN.	STATION	OFFSET	TYPE	PAY HEIGHT		CASTING ASSEMBLY TYPE	STEPS REQ'D	TOP OF CASTING ELEV.	OUTLET ELEV.	INLET ELEV. (2)	24" RC PIPE SEWER DES 3006 CL V	CONNECT TO EXISTING STORM SEWER	CLEAN AND VIDEO TAPE PIPE SEWER	REMARKS
						48-4020 LIN FT	72-4020 LIN FT						LIN FT	EACH	LIN FT	
5312	5313	WB94	75+00.0	34.4' LT				A-7D		775.30						(1)
5314	5313	WB94	75+00.0	33.6' LT	MH	6.1			YES		769.28	766.83	87		87	(3) (6)
2340656	5313	WB94	75+36.1 R 2	42.4' RT	MH					779.98	769.83	761.19				
5313	2350274	WB94	74+98.7	53.5' RT				A-7D		773.75						(1)
	2350274	WB94	75+00.0	52.4' RT	MH		12.8		YES		761.03	759.88		2		(4) (5)
SP6283-247 TOTAL (B)						6.1	12.8	2					87	2	87	

Maintained by City

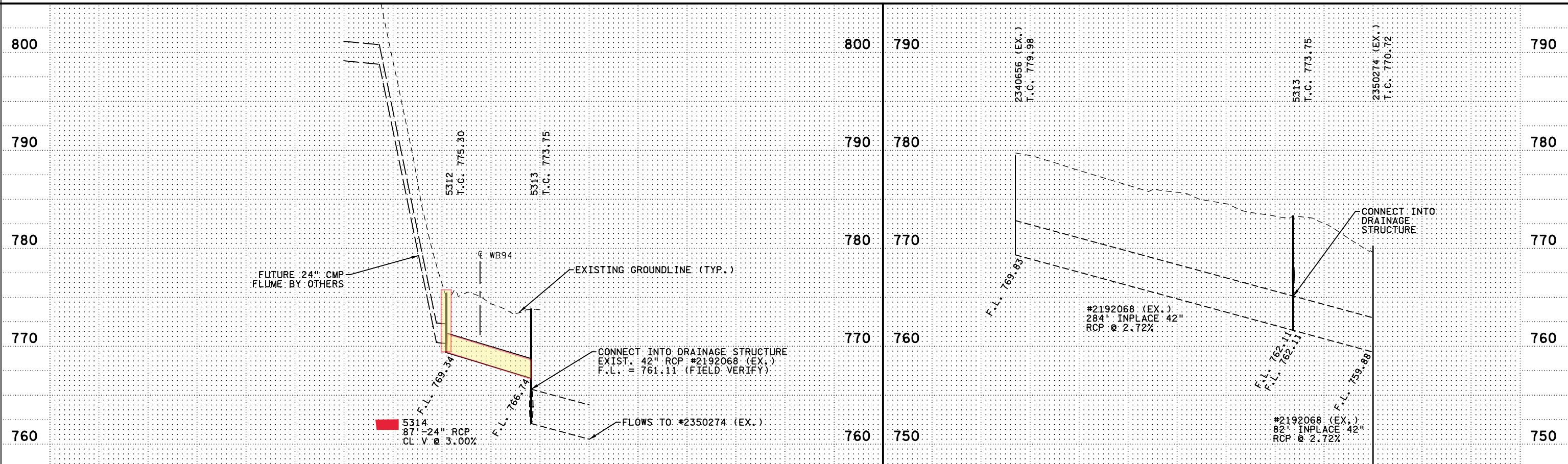


NOTES:

STA. AND OFFSET IS AT CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
 FLOWLINE (F.L.) ELEVATIONS ARE AT CENTER OF STRUCTURE ON PROFILES.
 INLET AND OUTLET ELEVATIONS ON THE TABULATION ARE AT EDGE OF STRUCTURE.
 SEE SHEET 175 FOR DRAINAGE PLAN.
 PIPE AND STRUCTURE TO BE INSPECTED BY MNDOT ENGINEER AND SAINT PAUL PUBLIC WORKS SEWER UTILITY PRIOR TO BACKFILLING.

(B) 100% MET COUNCIL FUNDS.

- (1) CENTER OF CASTING.
- (2) INLET ELEVATION AT DOWNSTREAM STRUCTURE OR APRON.
- (3) BLOCK OFF AND BURY OPENING FOR FUTURE CONNECTION.
- (4) EXISTING PIPE #2192068. FIELD VERIFY LOCATION AND ELEVATION.
- (5) CONNECTION INTO DRAINAGE STRUCTURE OF PIPE #2192068 OCCURS AT A SEGMENT THAT INCLUDES PIPE BENDS.
 - ESTIMATED ANGLE BETWEEN PROPOSED 24" AND EXISTING UPSTREAM 42" IS 58 DEGREES.
 - ESTIMATED ANGLE BETWEEN PROPOSED 24" AND EXISTING DOWNSTREAM 42" IS 131 DEGREES.
 - EXISTING PIPE BENDS ESTIMATED AT 6 DEGREES. FIELD VERIFY.
- (6) CONTRACTOR TO CLEAN AND VIDEO TAPE 24-INCH RCP STORM SEWER BETWEEN STRUCTURE 5313 AND 5312. SUBMIT SEWER VIDEO TO MNDOT ENGINEER AND SAINT PAUL PUBLIC WORKS SEWER UTILITY FOR REVIEW.



NO.	REVISIONS	BY	APP	DATE

DRAWN: JAD
 DESIGNED: DSP
 CHECKED: DWF

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 CERTIFIED BY: *David W. Filipiak*
 DAVID W. FILIPIAK
 LIC. NO. 19596 DATE 2/22/2021

CITY OF ST. PAUL

RESOLUTION

IT IS RESOLVED that the City of St. Paul enter into MnDOT Agreement No. 1045873 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for ownership including routine maintenance by the City upon, along, and adjacent to Trunk Highway No. 94, the limits of which are defined in said Agreement.

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 St. Paul at an authorized meeting held on the _____ day of _____, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2021
Notary Public _____
My Commission Expires _____

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