

PREPARED BY
METRO DISTRICT
MAINTENANCE

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
ROUTINE MAINTENANCE AGREEMENT

MnDOT
AGREEMENT NO.
1054194

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
\$2,259,524.00

AMOUNT TO BE ENCUMBERED
(Fiscal Year 2024)
\$1,111,424.00

AMOUNT TO BE ENCUMBERED
(Fiscal Year 2025)
\$1,148,100.00

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 32.03 centerline miles. This length includes 1.79 centerline miles in the Downtown Loop, and 30.24 Arterial centerline miles.
- D. As shown in Exhibit C, this agreement covers a total of 90.04 lane miles. This total includes 6.78 lane miles in the Downtown Loop, and 83.26 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. 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. The agreement does not cover Heavy Snow Removal outside of the Downtown Loop.
- 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 snow and ice 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.
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 vacuor 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.

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.

When contractors working directly for MnDOT are performing work within MnDOT right-of-way, and that work will impact traffic operations, the contractor will be required to obtain a permit from the City. The City will issue these permits at no cost to the contractor or MnDOT.

6. **ATTRACTIVE ROADSIDES.**

- a. The City shall not be responsible for graffiti removal on MnDOT signs within the rights-of-way on the State-owned roadways described in Exhibit A.

- 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 located 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.
 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 and weed control; tree trimming; coordination and removal of dead or diseased trees, including timely stump removal; communication with the public regarding planned tree-related activities or options for action; 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.

For each year of the agreement, the 3-year average cost will be adjusted for inflation. The basis for the inflation adjustments will be the “Price Indexes for Government Consumption Expenditures and Gross Investment”, published by the Bureau of Economic Analysis. The inflation factors for this agreement will be 3.6% for FY24 and 3.3% for FY25.

- 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. 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, 2025, 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.
- 4. For this agreement, the State will make quarterly payments to the City for both Fiscal Year 2024 and Fiscal Year 2025, for the time periods and amounts listed below.

<u>Fiscal Year 2024</u>		<u>Fiscal Year 2025</u>	
July 1 - Sept. 30, 2023	\$ 277,856.00	July 1 – Sept. 30 2024	\$ 287,025.00
Oct. 1 - Dec. 30, 2023	\$ 277,856.00	Oct. 1 – Dec. 30, 2024	\$ 287,025.00
Jan. 1 – Mar. 31, 2024	\$ 277,856.00	Jan. 1 – Mar. 31, 2025	\$ 287,025.00
Apr. 1 - June 30, 2024	\$ 277,856.00	Apr. 1 - June 30, 2025	\$ 287,025.00

State’s maximum obligation during the first year of the Agreement is \$1,111,424.00 and its maximum obligation during the second year of this Agreement is \$1,148,100.00, with a total obligation under this Agreement of \$2,259,524.00, unless the agreement is amended. Refer to Exhibit E as a reference to the work items and payments for the work items included herein.

- 5. 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, 2023

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, 2025, 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 designee or successor.

C. State's Authorized Representative(s) will have final authority for acceptance of City's services. If such services are accepted as satisfactory, State's Authorized Representative(s) 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: Dewayne Jones, Metro District Central Region Superintendent, MnDOT Metro District,

1500 West County Road B2, Roseville, MN 55113, (651) 775-0379, or his designee or successor.

- b. City: Beverly Ann B. Farraher, Public Works Operations Manager, 891 North Dale Street, St. Paul, MN 55103, (651) 356-5388, or her 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. 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 agree that any document (including 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.

XVIII. 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 _____

Exhibit A

The State-owned roadways (Trunk Highways, U.S. Highways, and Interstates) covered by this agreement are described as follows, with calculations found in Exhibit C:

T.H. 3 (Robert Street)

Beginning at the south city limits (Annapolis St.), thence north and northwesterly on Robert St. to East 12th St. For the purposes of this agreement, the total centerline mileage for T.H. 3 equals 2.53 miles.

T.H. 5 (West 7th St., East 7th St., Minnehaha Ave.)

Beginning at the intersection of Wheeler Ave., thence northeasterly on West 7th St. to downtown St. Paul, then through downtown St. Paul on West 7th St. and East 7th St., thence northeasterly on East 7th St. to Minnehaha Ave., thence easterly on Minnehaha Ave. to McKnight Rd.; except for the section of roadway between Mounds Blvd. and Arcade St., which shall be counted in the U.S. 61 mileage. Between Kellogg Ave. and Robert St., where center medians are present, the westbound centerline miles and eastbound centerline miles shall be calculated separately. For the purposes of this agreement, the total centerline mileage for T.H. 5 equals 10.53 miles.

T.H. 13 (Annapolis St.)

Beginning at Cherokee Heights Blvd., thence easterly on Annapolis St. to Smith Ave. (T.H. 149), including all portions of this roadway within the corporate limits of West St. Paul and Mendota Heights. For the purposes of this agreement, the total centerline mileage for T.H. 13 equals 0.40 miles.

T.H. 51 (Montreal Ave., Snelling Ave.)

Beginning at West 7th St. (T.H. 5), thence westerly on Montreal Ave. to Snelling Ave., thence northerly to Hoyt Ave. Between St. Clair Ave. and Grand Ave., and also between Carroll Ave. and Midway Pkwy., where center medians are present, the northbound centerline miles and southbound centerline miles shall be calculated separately. T.H. 51 mileage shall also include the on and off ramps at Pierce Butler Rt., Energy Park Dr., and Como Ave. For the purposes of this agreement, the total centerline miles for T.H. 51 equals 10.85 miles.

U.S. 61 (Mounds Blvd., East 7th St., Arcade St.)

Beginning at the junction of I-94, thence northwesterly on Mounds Blvd. to East 7th St. (T.H. 5), thence northeasterly on East 7th St. to Arcade St., thence northerly on Arcade St. to the north city limits (Larpenteur Ave.). Between I-94 and East 7th St., where center medians are present, the northbound centerline miles and southbound centerline miles shall be calculated separately. Between Nebraska Ave. and Larpenteur, where the roadway is five lanes wide, the northbound centerline miles and southbound centerline miles shall be calculated separately. For the purposes of this agreement, the total centerline miles for U.S. 61 equals 3.50 miles.

T.H. 149 (Smith Ave.)

Beginning at the south city limits (Annapolis St.), thence north and northwesterly on Smith Ave. to West 7th St. (T.H. 5). For the purposes of this agreement, the total centerline miles for T.H. 149 equals 1.95 miles.

T.H. 156 (Concord St.)

Beginning at the south city limits (Annapolis St.), thence northwesterly on Concord St. to the west ramps of U.S. 52 (Lafayette Frwy.). For the purposes of this agreement, the total centerline miles for T.H. 156 equals 0.79 miles.

I-94 (Frontage Road Connections, SW Quadrant of I-94 and Cretin Ave.)

Westbound Beverly Rd., beginning at the intersection with Cretin Ave., thence northwesterly and southwesterly on WB Beverly Rd. to the MnDOT right-of-way line; and eastbound Beverly Rd., beginning at the MnDOT right-of-way line, thence northeasterly and southeasterly on EB Beverly Rd. to the intersection with Cretin Ave. For the purposes of this agreement, the total centerline miles for these connections equals 0.14 miles.

I-94 (Frontage Road, St. Anthony Ave.)

Beginning at the MnDOT right-of-way line west of Cretin Ave., thence easterly on St. Anthony Ave. to the intersection of Beverly Rd; and beginning at the MnDOT right-of-way line east of Pierce St., thence easterly on St. Anthony Ave. to Hamline Ave. For the purposes of this agreement, the total centerline miles for St. Anthony Ave. equals 0.68 miles.

I-94 (Frontage Road, Concordia Ave.)

Beginning at the MnDOT right-of-way line east of Pierce St., thence easterly on Concordia Ave. to Hamline Ave. For the purposes of this agreement, the total centerline miles for Concordia Ave. equals 0.65 miles.

EXHIBIT B: BRIDGES

MnDOT VEHICULAR 'A' BRIDGES		Maintenance Incl. in Master Agreement			
Bridge #	SIMS Bridge Name	Flushing/Cleaning		Snow & Ice	
		Over	Under	Over	Under
9036	Robert St - TH 952A over Mississippi River, RR & 2nd St	YES	NO	YES	NO
9147	Ruth St - MSAS 215 over Interstate 94	YES	NO	YES	NO
9148	White Bear Ave - CSAH 65 over Interstate 94	YES	NO	YES	NO
9377	Snelling Ave - TH 51 over Interstate 94	YES	NO	YES	NO
9379	Pascal St - MSAS 257 over Interstate 94	YES	NO	YES	NO
9381	Hamline Ave - MSAS 145 over Interstate 94	YES	NO	YES	NO
9383	Lexington Pkwy - CSAH 51 over Interstate 94	YES	NO	YES	NO
9452	Cretin Ave - MSAS 124 over Interstate 94	YES	NO	YES	NO
9457	Cleveland Ave - MSAS 120 over Interstate 94	YES	NO	YES	NO
9471	Territorial Rd - MSAS 205 over Hwy 280	YES	NO	YES	NO
9472	University Ave - CSAH 34 over Hwy 280	YES	NO	YES	NO
9489	Mississippi River Blvd (SB) - MSAS 194 over Hwy 5	YES	NO	NO	NO
9490	Mississippi River Blvd (NB) - MSAS 194 over Hwy 5	YES	NO	NO	NO
9519	St Claire Ave - MSAS 188 over Interstatet 35E	YES	NO	YES	NO
9528	Randolph Ave - CSAH 38 over Interstate 35E	YES	NO	YES	NO
9531	W 7th St - TH 5 over Interstate 35E	YES	NO	YES	NO
9631	John Ireland Blvd (SB) - MSAS 154 over Interstate 94	YES	NO	YES	NO
9632	John Ireland Blvd (NB) - MSAS 154 over Interstate 94	YES	NO	YES	NO
9663	Victoria St - MSAS 210 over Interstate 94	YES	NO	YES	NO
9832	Montreal Ave over Interstate 35E	YES	NO	NO	NO
62011	Snelling Ave - TH 51 over Pierce Butler Route	YES	YES	YES	NO
62012	Snelling Ave - TH 51 over BNSF RR	YES	YES	YES	NO
62013	Snelling Ave - TH 51 over Energy Park Dr	YES	YES	YES	YES
62014	Snelling Ave - TH 51 over BNSF RR & Service Rd	YES	YES	YES	NO
62015	Snelling Ave - TH 51 over Como Ave	YES	YES	YES	YES
62028	E 7th St - TH 5 over BNSF & CP RR and Kittson St	YES	YES	YES	NO
62033	Franklin Ave (SB) - MSAS 283 over Hwy 280	YES	NO	YES	NO
62034	Franklin Ave (NB) - MSAS 283 over Hwy 280	YES	NO	YES	NO
62044	Belvidere - MSAS 282 over Lafayette Hwy 52	YES	NO	YES	NO
62050	Robert St - TH 952A over UP RR	YES	YES	YES	NO
62062	Arcade St - TH 61 over UP RR and Phalen Blvd	YES	YES	YES	NO
62066	W 7th St - TH 5 over CP RR & Grace St	YES	YES	YES	YES
62090	Smith Ave (High Br) - TH 149 over Mississippi River & RR	YES	NO	YES	NO
62703	E 7th St - TH 5 over Interstate 94 & EB off ramp	YES	NO	YES	NO
62706	Mounds Blvd - TH 61 over Interstate 94	YES	NO	YES	NO
62813	Pelham Blvd - MSAS 180 over Interstate 94 & CP RR	YES	NO	YES	NO
62843	Wabash Ave - MSAS 213 over Hwy 280	YES	NO	YES	NO
62861	Earl St - MSAS 128 over Interstate 94	YES	NO	YES	NO
62877	Western Ave - MSAS 214 over Interstate 94	YES	NO	YES	NO
62878	Marion St - CSAH 56 over Interstate 94	YES	NO	YES	NO
62883	5TH OVER 35E	YES	NO	YES	NO
62888	Wabasha St - MSAS 235 over Interstate 35E and 94	YES	NO	YES	NO
62891	Minnesota St over Interstate 35E and 94	YES	NO	YES	NO
62894	Robert St - US TH 952A over Interstate 35E and 94	YES	NO	YES	NO
62897	St Peter St - MSAS 236 over Interstate 35E and 94	YES	NO	YES	NO
90381	George St - MSAS 139 over Robert St - TH 952A	YES	NO	YES	NO
MnDOT ' Pedestrian Bridges		Maintenance Incl. in Master Agreement			
Bridge #	SIMS Bridge Name	Flushing/Cleaning		Snow & Ice	
		Over	Under	Over	Under
62023	Winifred St.(Ped Br)over Layfayette Hwy 52	YES	YES	YES	NO
62800	Grotto St (Ped Br) over Interstate 94	YES	NO	YES	NO
62804	Walnut St (Ped) over Interstate 35E	YES	NO	YES	NO
62809	Griggs St (Ped Br) over Interstate 94	YES	NO	YES	NO
62849	Aldine Ave (Ped Br) over Interstate 94	YES	NO	YES	NO
62867	Chatsworth St (Ped Br) over Interstate 94	YES	NO	YES	NO
62868	Maple St (Ped Br) over Interstate 94, Hudson Rd & Pacific St	YES	NO	YES	NO
62869	Hazelwood St (Ped Br) over Interstate 94	YES	NO	YES	NO
62872	Bayard St (Ped) over Interstate 35E	YES	NO	YES	NO
62892	MacKubin St (Ped Br) over Interstate 94	YES	NO	YES	NO
MnDOT 'B' Vehicular Bridges		Maintenance Incl. in Master Agreement			
Bridge #	SIMS Bridge Name	Flushing/Cleaning		Snow & Ice	
		Over	Under	Over	Under
6805	TH 280 over Robbins St and RR and U of M transitway	NO	YES	NO	YES
6894	TH 280 over BNSF railroad and Energy Park Drive	NO	YES	NO	NO
9050	TH 280 over Como Ave.	NO	YES	NO	YES
9521	35E over Victoria St.	NO	YES	NO	YES
9534	35E over Shepard Rd.	NO	YES	NO	YES
62016	CP RR an SteAM Pipe over Snelling Ave & Marshall Ave.	NO	YES	NO	YES
62026	Hwy 52 (Lafayette Rd) over Eaton St & UP RR	NO	YES	NO	NO
62027	Hwy 52 (Lafayette Rd) over Plato Blvd	NO	YES	NO	YES
62045	Hwy 52 (Lafayette Rd) over Concord St - T.H. 156	NO	YES	NO	YES
62847	I94 over Fairview Ave.	NO	YES	NO	YES
62862	I94 over Johnson Pkwy.	NO	YES	NO	YES
62865	35E over Jefferson Ave	NO	YES	NO	YES

**EXHIBIT C: Roadway Miles Included in Routine Maintenance Agreement
City of St. Paul**

7/5/2023

ID	Location	Direction	Length	Loop	Arterial	
				Lane miles	Lane miles	
3	Robert St. (952A)					
	Annapolis St.	Kellogg Blvd.	Both	1.74	6.68	
	Kellogg Blvd.	12th St.	Both	0.79	0.00	
			2.53	3.88	6.68	
5	W. 7th, E. 7th, Minnehaha					
	Wheeler Ave	Kellogg Ave.	Both	5.14	18.70	
	6th St.	Broadway St.	Both	1.00	0.00	
	Broadway St.	Minnehaha Ave	Both	1.42	0.00	
	E. 7th St	McKnight Rd.	Both	2.96	5.86	
			10.53	2.90	30.72	
13	Annapolis St.					
	Cherokee Hts Blvd.	Smith (TH 149)	Both	0.40	0.80	
			0.40	0.00	0.80	
51	Snelling Ave. & Montreal Ave. (Includes Ramps)					
	West 7th (TH 5)	Snelling Ave.	Both	0.92	2.72	
	Montreal Ave.	Hoyt Avenue	Both	9.93	24.36	
			10.85	0.00	27.08	
61	Mounds Blvd., Arcade St.					
	I-94	East 7th St. (TH 5)	Both	1.02	1.87	
	East 7th St. (TH 5)	Larpenteur Ave.	Both	2.48	7.93	
			3.50	0.00	9.80	
149	Smith Ave.					
	Annapolis St.	West 7th St. (TH5)	Both	1.95	3.02	
			1.95	0.00	3.02	
156	Concord St.					
	Annapolis St.	West Ramp U.S. 52	Both	0.79	2.30	
			0.79	0.00	2.30	
I-94	St. Anthony Ave. Frontage Rd.					
	MnDOT R/W line west of Beverly Rd.	Beverly Rd.	Both	0.03	0.06	
	MnDOT R/W line east of Pierce St.	Hamline Ave.	WB	0.65	1.35	
			0.68	0.00	1.41	
I-94	Concordia Ave. Frontage Rd.					
	MnDOT R/W line east of Pierce St.	Hamline Ave.	EB	0.65	1.31	
			0.65	0.00	1.31	
I-94	Beverly Rd./I-94 Connection					
	Beverly Rd.	Cretin	Both	0.14	0.15	
			0.14	0.00	0.15	
Totals				32.03	6.78	83.26

Note: Supporting documents for lane mile calculations has been supplied to MnDOT and are available from City of St. Paul.

EXHIBIT D

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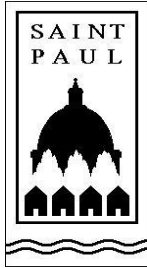


EXHIBIT E

CITY OF SAINT PAUL

2020-2022 ROUTINE MAINTENANCE COSTS

	2020	2021	2022
Clear Roadways			
Snow - Salting	\$ 226,168.99	\$ 312,575.63	\$ 400,705.47
Snow - Plowing	\$ 120,557.58	\$ 63,430.27	\$ 141,084.56
Snow - Removal	\$ 19,683.09	\$ 3,487.95	\$ 25,479.40
Snow - Bridges	\$ 96,038.46	\$ 113,782.41	\$ 93,733.11
Sweeping	\$ 78,515.66	\$ 96,224.90	\$ 87,131.57
Smooth Pavement			
Patching	\$ 404,687.55	\$ 208,325.03	\$ 326,407.23
Drainage	\$ 22,114.08	\$ 928.00	\$ 28,176.48
Attractive Roadsides			
Graffiti	\$ -	\$ -	\$ -
Safety Features			
Signing	\$ -	\$ -	\$ -
Highway Permits			
Locates	\$ 35,571.84	\$ 41,038.24	\$ 23,779.57
Bridges			
Flushing	\$ 41,260.28	\$ 113,782.41	\$ 93,733.11
TOTAL =	\$ 1,044,597.53	\$ 953,574.84	\$ 1,220,230.50



EXHIBIT E

CITY OF SAINT PAUL

2020-2022 ROUTINE MAINTENANCE COSTS

	2020	2021	2022	3-Year Average - Requested Contract Maintenance Amount
CLEAR ROADWAYS				
Snow and Ice Control	\$ 462,448.12	\$ 493,276.26	\$ 661,002.54	\$ 538,908.97
Sweeping*	\$ 78,515.66	\$ 96,224.90	\$ 87,131.57	\$ 87,290.71
SMOOTH PAVEMENT				
Patching	\$ 404,687.55	\$ 208,325.03	\$ 326,407.23	\$ 313,139.94
Drainage	\$ 22,114.08	\$ 928.00	\$ 28,176.48	\$ 17,072.85
ATTRACTIVE ROADSIDES				
Graffiti	\$ -	\$ -	\$ -	\$ -
SAFETY FEATURES				
Signing	\$ -	\$ -	\$ -	\$ -
HIGHWAY PERMITS				
Locates	\$ 35,571.84	\$ 41,038.24	\$ 23,779.57	\$ 33,463.22
BRIDGES				
Flushing	\$ 41,260.28	\$ 113,782.41	\$ 93,733.11	\$ 82,925.27
TOTAL = \$	1,044,597.53	\$ 953,574.84	\$ 1,220,230.50	\$ 1,072,800.96

EXHIBIT F: BRIDGE MAINTENANCE ACTIVITIES DOCUMENTATION

Bridge #	Bridge Location	Date	Activity #	Labor Cost	Materials Cost	Equipment Cost	Work Description/Comments

Activity Numbers for Bridge Maintenance Activities

2837A	Flushing and sweeping above - expansion joints, sidewalks, gutterlines	2833	Graffiti	2822	Repair of sidewalks and stairs
2837B	Flushing below - bearings, abutment seats, pier caps, slope paving	2210	Repair of guardrail and attenuators		

<p>Topside bridge maintenance shall include:</p> <p>a) Annual flushing and/or vactor cleaning of bridge expansion joints, with a target completion date each year of June 15</p> <p>b) Annual flushing of the bridge deck and bridge sidewalks</p> <p>c) Biannual sweeping of the bridge deck and bridge sidewalks</p> <p>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</p>	<p>Underside bridge maintenance shall include:</p> <p>a) Annual flushing and/or vactor cleaning of bearings and abutment and pier bearing seats</p> <p>b) Annual flushing of slope paving</p> <p>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)</p> <p>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</p>
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