

PREPARED BY  
METRO DISTRICT  
MAINTENANCE

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
ROUTINE MAINTENANCE AGREEMENT

Mn/DOT  
AGREEMENT NO.  
1000744

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  
\$2,041,464.00

AMOUNT TO BE ENCUMBERED  
(Fiscal Year 2016)  
\$1,020,732.00

AMOUNT TO BE ENCUMBERED  
(Fiscal Year 2017)  
\$1,020,732.00

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, Paragraph F, on those portions of the Trunk Highway (T.H.) roadways and bridges within the corporate limits of City as indicated on the map titled Exhibit A, which is attached and incorporated into this Agreement, particularly as described as follows for which calculations can be found in Exhibit B and C:

T.H. 5: The following 5.37 miles of trunk highway designated in the Minnesota Department of Transportation (Mn/DOT) records as Control Section No. 6201; beginning at Wheeler Avenue and Fort Road, thence northeast on Fort Road to Wabasha Street, thence east on Seventh Street to Robert Street (T.H. 952A); and the following 0.76 miles of trunk highway designated in Mn/DOT records as Control Section No. 6228; beginning at Robert Street and Seventh Street; thence easterly on Seventh Street to Sibley Street, thence easterly on Seventh Street to Mounds Boulevard (T.H. 61); also the following 3.02 miles of trunk highway designated in Mn/DOT records as Control Section No. 6229; beginning at Seventh Street and Arcade Street (T.H. 61), thence easterly on Seventh Street to Minnehaha Avenue, thence easterly on Minnehaha Avenue to the east City limits.

T.H. 13: The following 0.39 miles of trunk highway designated in Mn/DOT records as Control Section No. 1902; beginning at the junction with Trunk Highway No. 149; thence westerly 0.39 mile on the south line of Ramsey County. Includes all portions of this highway located in the corporate limits of West St. Paul and Mendota Heights.

T.H. 51: The following 6.09 miles of trunk highway designated in Mn/DOT records as Control Section No. 6215; beginning at the north City limits (Hoyt Avenue) and Snelling Avenue, thence south on Snelling Avenue to Montreal Avenue, thence east on Montreal Avenue to Fort Road (T.H. 5). Includes the portions of this highway located in the corporate limits of Falcon Heights.

T.H. 61 The following 3.41 miles of trunk highway designated in Mn/DOT records as Control Section No. 6221; beginning at the junction of TH 94 and Mounds Boulevard, thence northwest on Mounds Boulevard to East Seventh Street, thence northeast on East Seventh Street to Arcade Street, thence north on Arcade Street to the north City Limits.

T.H. 149 The following 1.46 miles of trunk highway designated in Mn/DOT records as Control Section No. 6223; beginning at the south City limits (junction T.H. 13) and Smith Avenue, thence north and northwesterly on Smith Avenue to Fort Road (T.H. 5).

T.H. 156 The following 0.80 miles of trunk highway designated in Mn/DOT records as Control Section No. 6219; beginning at the south City limits and Concord Street, thence northwest on Concord Street to the west ramps of T.H. 52.

T.H. 3 The following 2.50 miles of trunk highway designated in Mn/DOT records as Control Section No. 6217; beginning at the south City limits and Robert Street, thence north and northwest on Robert Street to T.H. 94.

- B. The above gross roadway descriptions have a total of 112.17 Equivalent Lane Miles, 24.02 centerline miles, and 789,685 square yards of pavement area.
- C. Bridges that are concurrent with the above roadway descriptions have a total of 6.53 Equivalent Lane Miles or 413,868 square feet as measured from curb to curb.
- D. The Agreement covers the deck area of bridges totaling 1,211,105 SF for Category A Bridge Maintenance and 442,814 SF for Category B Bridge Maintenance.

- E. Equivalent Lane Miles are equal to the roadway width between the curbs, measured in feet, multiplied by the length of the roadway, measured in miles, divided by a standard lane width of twelve (12) 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 highway system, with a goal of achieving a Level of Service Long Term Target as defined in Exhibit D, which is based on Mn/DOT Products and Services definitions, as follows:
  - 1. **CLEAR ROADWAYS:** Keep the roadways, bridges, and pedestrian walkways reasonably free and clear of ice and snow and undertake proper and timely cleaning of ice and snow when necessary, and perform debris clearance to keep the same free and clear from obstructions and impediments that may interfere with the passage of vehicle, bicycle, and pedestrian traffic. Bridge ice and snow removal will cover the entire bridge width without pushing ice or snow onto any roadway, railroad, trail, path, or walkway located below the bridge. Perform sweeping on an agreed upon schedule; and
  - 2. **SMOOTH PAVEMENT:** Maintain the roadways to keep in good repair. Maintenance will include necessary routine maintenance to preserve the roadways, drainage structures, and sidewalks which includes, but is not limited to, patching of the road surface and sidewalks, minor slope repairs, minor curb and gutter repairs, and drainage structure cleaning and repair which does not require excavation; all maintenance performed on drainage structures shall be coordinated with the State's MS4 Engineer and documented as shown on the sample map and sample form found in Exhibit G; and
  - 3. **SAFETY FEATURES:** Maintain the highway safety devices such as: signing, fencing, guardrail and attenuators. City shall also maintain fence that is within 30 feet of the end of the bridges as referenced in Exhibit B. 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; and
  - 4. **AVAILABLE BRIDGES:** Perform flushing activities and report all activities performed to the State per Legislative Bridge Reporting Requirements on the sample form found in Exhibit F (further defined as Category A and Category B) to preserve the bridges, in their present existing condition, including the following (see Exhibit B for bridge identification):
    - 1. **Category A Maintenance:** Category A bridges are generally those bridges that are City roadway bridges over State trunk highways, bridges that are concurrent with the trunk highways listed in Section 1A of this agreement, and pedestrian bridges. Flushing activities includes the proper and timely flushing of bridge decks, drains, and sidewalks one time per year; and
    - 2. **Category B Maintenance:** Category B bridges are generally those bridges that are State trunk highway bridges over City streets. Flushing activities includes the proper and timely flushing of the bearing assemblies and slopes one time per year, repair of sidewalks, stairs and roadway below the Mn/DOT highway elevation and within Mn/DOT right-of-way; and
  - 5. **PERMITS:** Administer, issue, regulate, and inspect transportation permits, and permits to maintain existing utilities on the Trunk Highways described in Section I, Paragraph 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; street furniture including transit shelters, transit benches, litter, news corrals; oversized-overweight vehicles, etc. in accordance to MnDOT policy and regulations.
  - 6. **ATTRACTIVE ROADSIDES:** Perform graffiti removal on MnDOT signs within the Trunk Highway right-of-way.

7. City will respond to and perform all Gopher State One Call locates on all Trunk Highway electrical systems, except fiber optics not owned by City for the trunk highways described in Section I, Paragraph A; and
8. The Level of Service Long Term Targets for the above mentioned responsibilities are further defined in Exhibit D which was the result of a 2007 joint effort between the City of Minneapolis, City of St. Paul, and Mn/DOT to clearly define the responsibilities in this agreement.

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 TH 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.

I. City will collect and report available, 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 Trunk Highway, a substitution of a new route for a Trunk Highway, or a variation from the present Trunk Highway location by the State, City will maintain the new Trunk Highway 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 Trunk Highways 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 Trunk Highways and bridges described in Section I, Paragraph 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, seal coat, overlay of the roadway surface, mill and overlay of the roadway surface, replacement and repair of guardrail and attenuators, replacement and repair of drainage structures and culverts which require excavation, major washout repairs and lifecycle replacement of state owned signs for retro-reflectivity.
- B. State will retain its authority to administer, issue, and regulate access permits, sign advertising permits, drainage permits, and permits to install new utilities on the Trunk Highways described in Section I, Paragraph 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 Pontis Bridge Inspection System, thus the City will not be responsible for the structural integrity of these bridges, routine maintenance with the exception of yearly flushing and duties addressed as City responsibilities in other sections of this agreement (i.e. Snow and Ice and Sweeping).
- D. Maintain the pavement markings on trunk highways.
- E. Attractive Roadsides: Perform routine maintenance of vegetation and landscaping, including necessary and regular mowing, tree trimming, diseased tree removal, and litter or debris collection and disposal within the Trunk Highway right-of-way per current state policy.

### III. SEMI-ANNUAL INSPECTION

Authorized representatives of State and City will individually inspect roadways and bridges included in this agreement and 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 the trunk highways 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 trunk highways 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 trunk highway or bridge, City must provide a suitable detour during such time, with the assistance of State, as needed.
- B. City may close to travel the trunk highways and bridges at such time as it is necessary for the emergency repair of water or gas mains, electric or telephone cables, or sewers. However, City will not cause any portions of said trunk highways 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 the trunk highways and 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 Mn/DOT Dispatch Center at 651-582-1550.

## V. CONSIDERATION AND TERMS OF PAYMENT

- A. State will pay to **the City**, after execution of the agreement and according to the following:
- B. State method of reimbursement to the City shall be based on the previous 3-year average costs as determined by the City's existing accounting methods for the work outlined in this agreement, not to exceed \$1,020,732.00 for each fiscal year, **unless this agreement is amended**.
- C. The State's allocation of the City's cost for maintenance shall be based upon the State's percentages as shown in Exhibit H.
- D. 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.
- E. In the event there is a change as described in Section I, Paragraph K, in the roadways or bridges to be maintained by City, or this Agreement is cancelled prior to June 30, 2017, 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.
- F. During the term of this agreement, four lump sum payments will be made for Fiscal Year 2016 and quarterly payments for Fiscal Year 2017 will be made to City in the amounts listed below.

<u>Fiscal Year 2016</u>	<u>Fiscal Year 2017</u>
After July 1, 2015 and following execution of this agreement	October 1, 2017
January 1, 2016	January 1, 2017
\$ 255,183.00	\$ 255,183.00

April 1, 2016	\$ 255,183.00	April 1, 2017	\$ 255,183.00
June 30, 2016	\$ 255,183.00	June 30, 2017	\$ 255,183.00

State's maximum obligation during the first year of the Agreement is \$1,020,732.00 and its maximum obligation during the second year of this Agreement is \$1,020,732.00. State's total obligation under this Agreement is \$2,041,464.00. Refer to Exhibit E as a reference to the work items and payments for the work items included herein.

- G. 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.

#### VI. TERM OF AGREEMENT

- A. Effective Date: July 1, 2015  
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, 2017, 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 affect.
- 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 is Beverly Farraher, Assistant District Engineer – Maintenance, Minnesota Department of Transportation, Metro District, 1500 West County Road B2, Roseville, MN 55113, (651) 234-7901, or her designee or successor.
- B. City's Authorized Representative for the purposes of the administration of this Agreement is Kathy Lantry, Director of Public Works, City of St. Paul, 1500 City Hall Annex, 25 West Fourth Street, St. Paul, Minnesota 55102-1660, (651) 266-6099, or her 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, Paragraph A, and will authorize payment.

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

The City must comply with the provisions of Minnesota Statutes Section 181.59, and any applicable local ordinance relating to civil rights and discrimination.

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 Mn/DOT 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

All exhibits attached to this Agreement are deemed incorporated into this Agreement.

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**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  
Assistant District Engineer – Maintenance

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

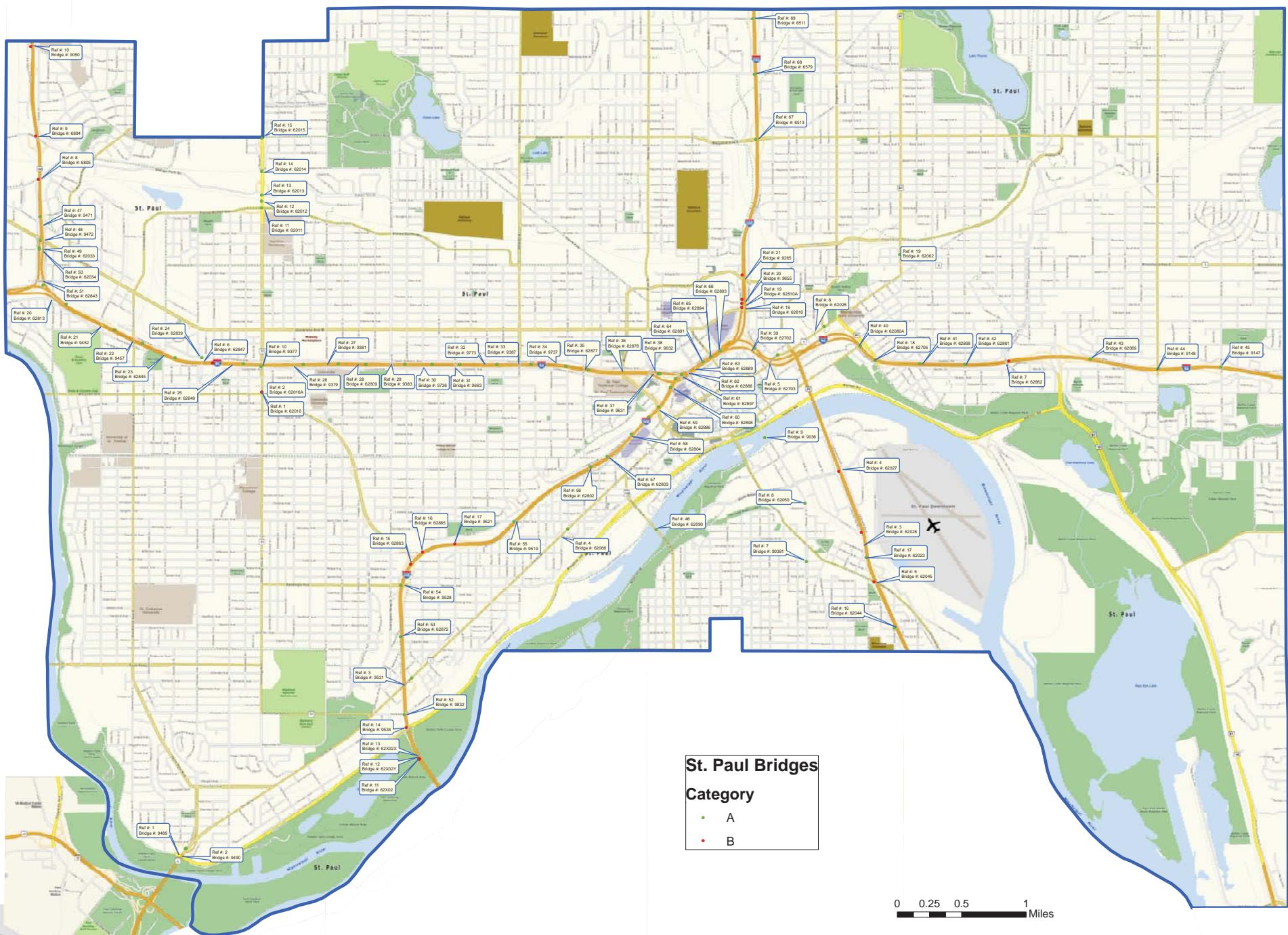
By \_\_\_\_\_

Date \_\_\_\_\_



# Municipality of Saint Paul

**Mn/DOT Agreement  
No. 04253  
Exhibit: A**



AllBridgesMaintNov2009.xls

Route	Br No	Description	Route Type	Owner	Deck Area	Road Area	Ordinary		Maint		Inspect	Paint	Galv	Alum	LF Metal	
							Maint	Level	Level	Paint					Railing	LF Fence
5	9489	Mississippi River Blvd (SB) over Hwy 5	MUNICIPAL STATE-AID	STATE HWY	6,296	4,101	StPaul PW	Over	State	352				P352	0	
5	9490	Mississippi River Blvd (NB) over Hwy 5	MUNICIPAL STATE-AID	STATE HWY	7,452	6,555	StPaul PW	Over	State	345				P345	0	
5	9531	W 7th St over Interstate 35E	MINN TRUNK HWY	STATE HWY	16,732	13,961	StPaul PW	Over	State					0	451	
5	62028	E 7th over BNSF RR	MINN TRUNK HWY	STATE HWY	29,619	24,273	StPaul PW	Over	State					0	867	
5	62066	W 7th St (Hwy 5) over CP Railway	MINN TRUNK HWY	STATE HWY	18,902	14,897	StPaul PW	Over	State					613	G613 0	
5	62703	E 7th St over Interstate 94	MINN TRUNK HWY	STATE HWY	24,010	20,290	StPaul PW	Over	State	762				P762	0	
13	9036	Robert St over Mississippi River and 2nd St	U S TRUNK HWY	STATE HWY	114,884	80,019	StPaul PW	Over	State	278				P278*	0	
13	62050	Robert St over Union Pacific RR	U S TRUNK HWY	STATE HWY	19,597	16,813	StPaul PW	Over	State					0	923	
13	90381	George St over Robert St	MUNICIPAL STATE-AID	STATE HWY	2,610	1,916	StPaul PW	Over	State	82				P82**	82	
51	9377	Snelling Ave over Interstate 94	MINN TRUNK HWY	STATE HWY	28,220	22,615	StPaul PW	Over	State					426	A426 546	
51	62011	Snelling Ave over Pierce Butler Rd	MINN TRUNK HWY	STATE HWY	11,364	9,548	StPaul PW	Over	State					244	G244 0	
51	62012	Snelling Ave over BNSF RR (GN)	MINN TRUNK HWY	STATE HWY	21,412	17,997	StPaul PW	Over	State					460	G460 0	
51	62013	Snelling Ave over Energy Park Dr	MINN TRUNK HWY	STATE HWY	14,014	11,776	StPaul PW	Over	State					300	G300 0	
51	62014	Snelling Ave over BNSF RR (NP) at Jessimine	MINN TRUNK HWY	STATE HWY	18,865	15,855	StPaul PW	Over	State					406	G406 0	
51	62015	Snelling Ave over Como Ave	MINN TRUNK HWY	STATE HWY	11,433	10,441	StPaul PW	Over	State					332	G332 0	
52	62023	Winifred St (Ped Br) over Lafayette Hwy 52	U S TRUNK HWY	STATE HWY	3,307	2,788	StPaul PW	Over	State					0	562	
52	62044	Belvidere over Hwy 52 (Lafayette Rd)	MUNICIPAL STATE-AID	STATE HWY	9,120	6,039	StPaul PW	Over	State					0	520	
61	62062	Arcade St over Union Pacific RR and Phalen Blvd	U S TRUNK HWY	STATE HWY	37,762	28,912	StPaul PW	Over	State	1037				P1037	0	
61	62706	Mounds Blvd over Interstate 94	U S TRUNK HWY	STATE HWY	17,289	15,565	StPaul PW	Over	State	506				P506	0	
94	9147	Ruth St over Interstate 94	MUNICIPAL STATE-AID	STATE HWY	10,412	8,116	StPaul PW	Over	State					312	G312 432	
94	9148	White Bear Ave over Interstate 94	COUNTY STATE-AID	STATE HWY	10,439	8,138	StPaul PW	Over	State					312	G312 432	
94	9379	Pascal over Interstate 94 and Ramp	MUNICIPAL STATE-AID	STATE HWY	14,779	11,550	StPaul PW	Over	State	542				P542	662	
94	9381	Hamline Ave over Interstate 94	MUNICIPAL STATE-AID	STATE HWY	13,741	11,108	StPaul PW	Over	State	426				P426	546	
94	9382	Griggs St. (Ped Br) over Interstate 94	INTERSTATE HWY	STATE HWY	2,810	2,347	StPaul PW	Over	State					0	705	
94	9383	Lexington Pkwy over Interstate 94	COUNTY STATE-AID	STATE HWY	28,312	22,680	StPaul PW	Over	State					0	548	
94	9387	Dale St over Interstate 94	COUNTY STATE-AID	STATE HWY	13,754	11,119	StPaul PW	Over	State					0	546	
94	9452	Cretin Ave over Interstate 94	MUNICIPAL STATE-AID	STATE HWY	23,005	19,493	StPaul PW	Over	State					508	G508 628	
94	9457	Cleveland Ave over Interstate 94	MUNICIPAL STATE-AID	STATE HWY	14,497	11,334	StPaul PW	Over	State					514	P514 634	
94	9631	John Ireland Blvd SB over Interstate 94	MUNICIPAL STATE-AID	STATE HWY	13,563	9,946	StPaul PW	Over	State	301				P301**	30	
94	9632	John Ireland Blvd NB over Interstate 94	MUNICIPAL STATE-AID	STATE HWY	13,563	9,946	StPaul PW	Over	State	301				P301**	30	
94	9663	Victoria Ave over Interstate 94	MUNICIPAL STATE-AID	STATE HWY	12,003	9,386	StPaul PW	Over	State	426				P426	546	
94	9736	Chatsworth St (Ped Br) over Interstate 94	INTERSTATE HWY	STATE HWY	2,496	2,142	StPaul PW	Over	State					0	652	
94	9737	Mackubin St (Ped Br) over Interstate 94	INTERSTATE HWY	STATE HWY	3,217	2,766	StPaul PW	Over	State					0	812	
94	9773	Grotto St (Ped Br) over Interstate 94	INTERSTATE HWY	STATE HWY	2,613	2,196	StPaul PW	Over	State					0	750	
94	62080A	Kellogg over Interstate 94, Comm St, Union Pacific RR, BNSF RR	MUNICIPAL STATE-AID	CITY HWY	14,172	13,533	StPaul PW	Over	State					202	G202 60	
94	62702	E. 9th St over Interstate 94	MUNICIPAL STATE-AID	STATE HWY	17,271	13,659	StPaul PW	Over	State					584	P584 120	
94	62813	Pelham Blvd over Interstate 94 and CP Railway	MUNICIPAL STATE-AID	STATE HWY	22,825	19,020	StPaul PW	Over	State					864	G864 120	
94	62839	St Anthony Ave over Fairview Ave	INTERSTATE HWY	STATE HWY	8,047	6,222	StPaul PW	Over	State					414	G414 120	
94	62845	Prior Ave over Interstate 94	MUNICIPAL STATE-AID	STATE HWY	16,506	12,260	StPaul PW	Over	State					470	G470 590	
94	62849	Aldine St (Ped Br) over Interstate 94	INTERSTATE HWY	STATE HWY	2,041	(11)	StPaul PW	Over	State					0	670	
94	62861	Earl St over Interstate 94	MUNICIPAL STATE-AID	STATE HWY	18,144	13,476	StPaul PW	Over	State					0	548	
94	62868	Maple (Ped Br) over Interstate 94	INTERSTATE HWY	STATE HWY	5,280	4,445	StPaul PW	Over	State					0	1170	
94	62869	Hazelwood (Ped Br) over Interstate 94	INTERSTATE HWY	STATE HWY	2,463	2,077	StPaul PW	Over	State					0	758	
94	62877	Western Ave over Interstate 94	MUNICIPAL STATE-AID	STATE HWY	17,629	12,981	StPaul PW	Over	State	498				P498	120	

AllBridgesMaintNov2009.xls

Route	Br No	Description	Route Type	Owner	Deck Area	Road Area	Ordinary Maint	Maint Level	Inspect	Paint	Galv	Alum	LF Metal	
													Railing	LF Fence
94	62878	Marion St over Interstate 94	COUNTY STATE-AID	STATE HWY	33,115	28,395	StPaul PW	Over	State	692			P692	90
149	62090	Smith Ave (High Br) over Mississippi River	MINN TRUNK HWY	STATE HWY	150,395	110,793	StPaul PW	Over	State	5515			P5515	0
280	9471	Territorial Rd over Hwy 280	MUNICIPAL STATE-AID	STATE HWY	15,849	12,206	StPaul PW	Over	State		565		G565	120
280	9472	University Ave over Hwy 280	COUNTY STATE-AID	STATE HWY	22,908	18,428	StPaul PW	Over	State		364		A364	120
280	62033	Franklin Ave over Hwy 280 SB	MUNICIPAL STATE-AID	STATE HWY	4,654	3,649	StPaul PW	Over	State		237		G237	60
280	62034	Franklin Ave over Hwy 280 NB	MUNICIPAL STATE-AID	STATE HWY	4,628	3,627	StPaul PW	Over	State		237		G237	60
280	62843	Wabash Ave over Hwy 280	MUNICIPAL STATE-AID	STATE HWY	14,228	11,001	StPaul PW	Over	State		764		G764	60
35E	6511	Wheelock over Interstate 35E	CITY STREET	STATE HWY	7,842	5,565	StPaul PW	Over	State		370		A370	90
35E	6513	Maryland Ave over Interstate 35E	COUNTY STATE-AID	STATE HWY	19,930	16,297	StPaul PW	Over	State		392		G392	487
35E	6579	Arlington Ave over Interstate 35E	MUNICIPAL STATE-AID	STATE HWY	7,842	5,565	StPaul PW	Over	State		370		A370	490
35E	9519	St Clair Ave over Interstate 35E	MUNICIPAL STATE-AID	STATE HWY	15,888	13,240	StPaul PW	Over	State		600		G600	90
35E	9528	Randolph Ave over Interstate 35E	COUNTY STATE-AID	STATE HWY	16,285	12,239	StPaul PW	Over	State		470		G470	120
35E	9832	Montreal Ave over Interstate 35E	CITY STREET	STATE HWY	5,876	4,801	StPaul PW	Over	State		342		G342	462
35E	62802	Grand over Interstate 35E	CITY STREET	STATE HWY	10,870	9,461	StPaul PW	Over	State		0		0	30
35E	62803	Ramsey over Interstate 35E	MUNICIPAL STATE-AID	STATE HWY	22,137	13,659	StPaul PW	Over	State		524		P524	0
35E	62804	Walnut Ped Br. over Interstate 35E	INTERSTATE HWY	STATE HWY	3,397	2,982	StPaul PW	Over	State		298		P298	0
35E	62872	Bayard (Ped Br) over Interstate 35E	INTERSTATE HWY	STATE HWY	3,562	3,003	StPaul PW	Over	State		752		P752	0
35E	62886	Kellogg over Interstate 35E	MUNICIPAL STATE-AID	STATE HWY	19,341	12,314	StPaul PW	Over	State		362		P362	0
35E	62888	Wabasha St over Interstate 94 and Interstate 35E	MUNICIPAL STATE-AID	STATE HWY	14,102	6,889	StPaul PW	Over	State		530		P530	0
35E	62889	Cedar St over Interstate 94 and Interstate 35E	MUNICIPAL STATE-AID	STATE HWY	26,312	12,594	StPaul PW	Over	State		426		A426***	0
35E	62891	Minnesota St over Interstate 94 and Interstate 35E	CITY STREET	STATE HWY	11,678	6,523	StPaul PW	Over	State		406		P406	0
35E	62893	Jackson St over Interstate 94 and Interstate 35E	MUNICIPAL STATE-AID	STATE HWY	24,916	18,815	StPaul PW	Over	State		482		P482	0
35E	62894	Robert St over Interstate 94 and Interstate 35E	U S TRUNK HWY	STATE HWY	14,411	9,720	StPaul PW	Over	State		520		P520	0
35E	62897	St Peter St over Interstate 94 and Interstate 35E	MUNICIPAL STATE-AID	STATE HWY	23,706	14,994	StPaul PW	Over	State		977		P977	0
35E	62898	W 10th St over Interstate 35E	CITY STREET	STATE HWY	14,935	9,322	StPaul PW	Over	State		1404		P1404	0
STATE BRIDGES - OVERPASS MAINTENANCE "A" Category					1,225,277			68		Paint	Galv	Alum	Metal Rail	Fencing
										19416	9044	1956	30416	18459

51	62016	CP Railway over Snelling Ave and Marshall Ave	MINN TRUNK HWY	STATE HWY	9,099	(11)	StPaul PW	Under	State				0	0
51	62016A	NRG Steam Line over Snelling Ave and Marshall Ave	MINN TRUNK HWY	STATE HWY	4,718	(11)	StPaul PW	PART	State				0	0
52	62026	Hwy 52 (Lafayette Rd) over Eaton St	U S TRUNK HWY	STATE HWY	59,017	54,089	StPaul PW	PART	State				0	0
52	62027	Hwy 52 (Lafayette Rd) over Plato	U S TRUNK HWY	STATE HWY	13,895	13,433	StPaul PW	PART	State				0	0
52	62045	Hwy 52 (Lafayette Rd) over Concord	U S TRUNK HWY	STATE HWY	27,267	25,607	StPaul PW	PART	State				0	0
94	62847	Interstate 94 over Fairview Ave	INTERSTATE HWY	STATE HWY	19,840	17,976	StPaul PW	PART	State				0	0
94	62862	Interstate 94 over Johnson Pkwy	INTERSTATE HWY	STATE HWY	14,833	14,198	StPaul PW	PART	State				0	0
280	6805	Hwy 280 over Robbins St	MINN TRUNK HWY	STATE HWY	103,488	97,661	StPaul PW	PART	State				0	0
280	6894	Hwy 280 over BNSF RR & Energy Pk Dr	MINN TRUNK HWY	STATE HWY	39,821	37,577	StPaul PW	PART	State				0	0
280	9050	Hwy 280 over Como Ave	MINN TRUNK HWY	STATE HWY	12,803	10,452	StPaul PW	PART	State				0	0
35E	9265	Interstate 35E over Arch-Penn	INTERSTATE HWY	STATE HWY	19,166	18,137	StPaul PW	PART	State				0	0
35E	9521	Interstate 35E over Victoria St	INTERSTATE HWY	STATE HWY	14,612	10,581	StPaul PW	PART	State				0	0
35E	9534	Interstate 35E over Shepard Road	INTERSTATE HWY	STATE HWY	8,006	7,330	StPaul PW	PART	State				0	0
35E	9655	Interstate 35E SB over University Ave	INTERSTATE HWY	STATE HWY	17,916	17,341	StPaul PW	PART	State				0	0
35E	62810	Interstate 35E (ramp) NB over University Ave	INTERSTATE HWY	STATE HWY	11,170	9,623	StPaul PW	PART	State				0	0

AllBridgesMaintNov2009.xls

Route	Br No	Description	Route Type	Owner	Deck Area	Road Area	Ordinary		Maint		Inspect	Paint	Galv	Alum	LF Metal	
							Maint	Level	Level	Paint					Metal Rail	Fencing
35E	62863	Interstate 35E SB (Ramp to Randolph Ave) over Ayd Mill Rd	INTERSTATE HWY	STATE HWY	8,254	7,100	StPaul PW	PART	State					0	0	0
35E	62865	Interstate 35E over Jefferson Ave	INTERSTATE HWY	STATE HWY	48,012	44,670	StPaul PW	PART	State					0	0	0
35E	62810A	Interstate 35E NB over University Ave	INTERSTATE HWY	STATE HWY	7,767	6,125	StPaul PW	PART	State					0	0	0
35E	62X02	Ped Trail under TH 35E 0.5 mi S TH5	INTERSTATE HWY	STATE HWY	1,800	(11)	StPaul Parks	PART	State					0	0	0
35E	62X02X	Ped Trail under TH 35E NB off Ramp 0.5 mi S of TH5	INTERSTATE HWY	STATE HWY	700	(11)	StPaul Parks	PART	State					0	0	0
35E	62X02Y	Ped Trail under TH 35E SB on Ramp 0.5 mi S TH5	INTERSTATE HWY	STATE HWY	630	(11)	StPaul Parks	PART	State					0	0	0
STATE BRIDGES - UNDERPASS MAINTENANCE "B" Category					442,814			21		Paint	Galv	Alum	Metal Rail		Fencing	
										0	0	0	0	0	0	0

**EXHIBIT C: EQUIVALENT LANE MILE CALCULATIONS FOR CITY OF ST. PAUL  
ROUTINE MAINTENANCE AGREEMENT**

5/16/2008

5			Beg RP	End RP	Length	W	ELM Factor	dir	Equivalent Lane Miles
	Wheeler Ave	St. Clair Ave	65.075	68.769	3.694	54	12	1	16.62
	St. Clair Ave	Kellogg Ave	68.769	69.788	1.019	56	12	1	4.76
	Kellogg Ave	Lafayette (TH 52)	69.788	70.987	1.199	64	12	1	6.39
	Lafayette (TH 52)	Mounds Blvd (TH 61)	70.987	71.431	0.444	56	12	1	2.07
	Arcade St (TH 61)	Minnehaha/7th	72.021	72.159	0.138	56	12	1	0.64
	Minnehaha/7th	McKnight Rd.	72.159	75.031	2.872	36	12	1	8.62
					<b>9.366</b>				Gross ELM 39.11
									Bridge ELM 1.16
									Net ELM 37.95

Lanes	Lane Miles
4	14.776
4	4.076
4	4.796
4	1.776
4	0.552
2	5.744

13			Beg RP	End RP	Length	W	ELM Factor	dir	Equivalent Lane Miles
	Cherokee Hts Blvd	Smith (TH 149)	111.268	111.664	0.396	40	12	1	1.32
					<b>0.396</b>				ELM 1.32

Lanes	Lane Miles
2	0.792

51			Beg RP	End RP	Length	W	ELM Factor	dir	Equivalent Lane Miles
	TH 5	Edgecumbe	0	0.371	0.371	50	12	1	1.55
	Edgecumbe	Snelling/Montreal	0.371	0.872	0.501	64	12	1	2.67
	Snelling/Montreal	Hoyt Avenue	0.872	6.093	5.221	72	12	1	31.33
					<b>6.093</b>				Gross ELM 35.54
									Bridge ELM 1.39
									Net ELM 34.15

Lanes	Lane Miles
4	1.484
4	2.004
4	20.884

61			Beg RP	End RP	Length	W	ELM Factor	dir	Equivalent Lane Miles
	94/Mounds Blvd	TH 5/Mounds Blvd	136.508	137.247	0.739	68	12	1	4.19
	TH 5/Mounds Blvd	7th/Arcade St	137.247	137.837	0.59	58	12	1	2.85
	7th/Arcade	Sims Ave	137.837	138.354	0.517	54	12	1	2.33
	Sims Ave	Wheelock Pkwy	138.354	139.414	1.06	42	12	1	3.71
	Wheelock Pkwy	Larpenteur Ave	139.414	139.914	0.5	68	12	1	2.83
					<b>3.406</b>				Gross ELM 15.91
									Bridge ELM 0.70
									Net ELM 15.21

Lanes	Lane Miles
4	2.956
4	2.36
4	2.068
4	4.24
4	2

149			Beg RP	End RP	Length	W	ELM Factor	dir	Equivalent Lane Miles
	TH 13	George St	8.459	9.095	0.636	42	12	1	2.23
	George St	S end of High Bridge	9.098	9.189	0.091	50	12	1	0.38
	S end of High Bridge	N end of High Bridge	9.189	9.713	0.524	40	12	1	1.75
	N end of High Bridge	TH 5	9.713	9.924	0.211	44	12	1	0.77
					<b>1.462</b>				GROSS ELM 5.13
									BRIDGE ELM 1.75
									NET ELM 3.38

Lanes	Lane Miles
2	1.272
2	0.182
2	1.048
2	0.422

156			Beg RP	End RP	Length	W	ELM Factor	dir	Equivalent Lane Miles
	Annapolis	Concord St	3.403	3.783	0.38	40	12	1	1.27
	Concord St	Kansas	3.783	3.987	0.204	58	12	1	0.99
	Kansas	TH 52	3.987	4.201	0.214	70	12	1	1.25
					<b>0.798</b>				ELM 3.50

Lanes	Lane Miles
2	0.76
2	0.408
4	0.856

952A	(TH 3) Robert St		Beg RP	End RP	Length	W	ELM Factor	dir	Equivalent Lane Miles
	Annapolis	TH 35E/94	0	2.5	2.5	56	12	1	11.67
					<b>2.5</b>				Gross ELM 11.67
									Bridge ELM 1.53
									Net ELM 10.14

Lanes	Lane Miles
4	10

Total Centerlane Miles **24.021**

NOTE: Reference Points are from ACCUM Miles from Mn/DOT Logpoint List.

**Gross Roadway Equivalent Lane Miles 112.17**  
**Road ELM concurrent with Bridge ELM 6.53**  
**Net Roadway Equivalent Lane Miles 105.64**

**Gross Roadway ELM Converted to SF (112.17ELM\*63360SF/mi) 7,107,165**  
**Convert Road ELM concurrent with Bridge ELM to SF (6.53ELM\*63360SF/mi) 413,868**  
**Convert Net Roadway Equivalent Lane Miles to SF(105.64ELM\*63360SF/mi) 6,693,298**

**Gross Roadway ELM Converted to SY (112.17ELM\*63360SF/mi\*1SY/9SF) 789,685**  
**Convert Road ELM concurrent with Bridge ELM to SY (6.53ELM\*63360SF/mi\*1SY/9SF) 45,985**  
**Convert Net Roadway Equivalent Lane Miles to SY(105.64ELM\*63360SF/mi\*1SY/9SF) 743,700**

5/20/2013

## EXHIBIT D : PRODUCTS AND SERVICES &amp; LEVEL OF SERVICE LONG TERM TARGETS

	CLEAR ROADWAYS			SMOOTH PAVEMENT			SAFETY FEATURES						ATTRACTIVE ROADSIDES				AVAILABLE BRIDGES	HIGHWAY PERMITS	
	Snow & Ice	Sweeping	Debris Clearance	Patching	Mill and Pave	Drainage	Guardrail/Attenuators	Signing	Pavement Markings	Bridge Rail	Shouldering	Fence Repair	Litter	Mowing	Landscape and Tree Maint	Graffiti	Noxious Weeds	Maintenance	
LOS Target on State system	S & I: SuperCommuter: bare lane for driving lane 2-3 hours after end of event.	Sweep to bare lane in spring	Clear natural and/or man-made debris as needed on the roadway.	Pavement: patching complaints responded to in priority order in most timely manner possible	Provide smooth and reliable pavement that construction funding isn't able to address.	Drainage: MS4 compliance, system repairs addressed as soon as feasible.	Guardrail, median barrier and attenuator installation and replacement in priority order as soon as feasible.	Signs: 12 year cycle. Tech Memo 07-06-T02	Lane Markings: visibility criteria with regards to safety.	Bridge rail repairs as needed	Shouldering : assess safety and functional needs, prioritize and address as feasible - respond to known 2" drop offs as soon as possible	Fence: repair safety concerns within next work shift, prioritize and address other repairs as feasible	Create and follow IRVM plan. Litter Removal: deploy STS/AAH systematically - respond to complaints as feasible.	Create and follow IRVM plan. Mowing: mow safety areas and sight lines twice per year minimum.	Tree/Veg Trimming/ Diseased tree removal.	Graffiti: assess and respond as soon as feasible.	Create and follow IRVM plan. Herbicide Spraying: assess right of way, implement a coordinated plan.	Comply with Fed and State standards for inspection and reporting.	Encroachment Removal: take action within 48-72 hours Permit Issuance: timely, responsive, accurate.
Mn/DOT related work	Plowing, salting, sanding, anti-icing, op&maint anti-icing systems on bridges, post storm cleanup, trucking, blowing	Sweep curb to curb in spring.	Clear debris, section drivers.	Filling potholes, milling bumps, mill and patch operations (night maint), blowpatcher.	Rent mill and paver, use Mn/DOT trucks and other equipment to perform mill and overlay on worst segments of roads.	Includes maintaining and repairing/ replacing drainage system components (pipe sleaving, pipes/ cb's /mh's, c&g, pond/ ditch cleanout. MS4 compliance). Erosion repairs.	Guardrail, median barrier and attenuator installation and replacement.	signing installation and maintenance (incl knockdowns and graffiti),	pavement markings,	bridge rail repair,			Litter removal, mowing, Adopt-a-highway, Sentence to Serve, and planned partnerships.	trimming, diseased tree removal, planned partnerships.	Noxious weed control: mowing, herbicide spraying	Flush available bridges one time per year. Noise wall and retaining wall repair.	Manage/remove right-of-way encroachments, consistent permit requirements and timely permit issuance and management.		
LOS Target within City of the First Class	Snow & Ice: Arterials (TH's, MSA's, etc): bare or treated lane asap following all snow events. Parking lanes, at a minimum, to a snow packed condition. On average there are 3 - 6 declared significant snow events annually which require additional curb-to-curb plowing, cleanup, trucking, and blowing.	Sweeping occurs 12 times per year with two being comprehensive with parking restrictions	Clear natural and/or man-made debris as needed on the roadway.	Provide patching in the most timely manner possible and in response to complaints.	Seal coat, Mill and Overlay are expected to be done by MnDOT, following MnDOT's rideability criteria.	Drainage: Grit Chambers: monitored and clean on a regular basis as necessary to function properly. Catch basins/Manholes: keep drainage structures and pipes clean and operational (inside and outside) as necessary to function properly; minor repair such as patching and grate replacement. Major repair would be any work that requires excavation (Mn/DOT). City would contact Mn/DOT to discuss T&M agreement.	As needed, install attenuators (with materials provided by Mn/DOT). Response time based on public safety risk.	Signs: Maintain Signs to Mn/DOT visibility criteria. Replace roadway signs on a 12 year cycle. Respond to knockdowns based on public safety risk.	Pavement Markings: Maintain Markings to Mn/DOT visibility criteria. Refresh markings: Latex every year, Epoxy every 3 years, Tape every 7 years.	Bridge rail repairs as needed with regards to safety.	Not applicable - repair curb and gutter along with pedestrian facilities in the most timely manner possible	Fencing repairs as needed with regards to safety.	Litter pick up on the same cycle as mowing plus fabric and posts on a 15 years cycle or as needed	Mowing in accordance with City Ordinance (typ 8" max height).	Remove diseased/dead trees and trim @ 10 year cycle as a response to public safety issues. Trim and remove vegetation to clear safety areas and sight lines	GRAFFITI (Needs more discussion).	Comply with Fed and State standards for inspection and reporting. Maintain and repair bridge components, noise walls, and retaining walls. Limit on Bridge Deck patching will be 2% of the deck area with a max of 500 sq ft.	Encroachment done -- depending on extent of permit, Mn/DOT is informed. Utility cut permits are issued. Depending on type/size of permit, Mn/DOT may issue.	

Notes:

Other Mn/DOT Products and Services are: Construction Contract Assistance, Incident Response, and System Security (these account for approx 2% of Mn/DOT Budget)

LOS = Level of Service

T&amp;M (Time and Materials) reimbursement needs further discussion. Option to place provision in agreement for work above and beyond the agreement.

IENSA = Illuminating Engineering Society of North America

IRVM = Interstate Roadside Vegetation Maintenance



## EXHIBIT F: ST. PAUL CATEGORY A and B STATE BRIDGE DOCUMENTATION

## ACTIVITY NUMBERS FOR WORK ON CATEGORY A AND B BRIDGES

<b>2833</b>	GRAFFITI AND PAINTING		<b>2827</b>	EXP JOINT REPAIR	
<b>2837</b>	CLEANING AND FLUSHING INCLUDING BEARINGS		<b>2832</b>	MINOR SLOPE PAVING MAINTENANCE	
<b>2834</b>	CLEANING AND FLUSHING DRAINS		<b>2837</b>	CRACK SEALING	
<b>2820</b>	MINOR DECK SPALL PATCHING		<b>2840</b>	REPLACE LIGHT BULBS, LAMP AND ELETRICAL CONNECTIONS	
<b>2819</b>	MINOR RAIL REPAIR		<b>2841</b>	TRANSIENT, DEBRIS REMOVAL	
<b>2819</b>	MINOR REPAIR OF SIDEWALKS & STAIRS		<b>2842</b>	LANDSCAPING MAINTENANCE	

EXHIBIT G: MINNEAPOLIS DRAINAGE AND CURB AND GUTTER CLEANING/REPAIR DOCUMENTATION

Contact Mn/DOT MS4 Engineer at 651-234-7539 2 weeks prior to work being performed to obtain a storm sewer map for the project area(s). After work is completed, indicate on the aforementioned map which components of the storm sewer were repaired or cleaned. The map and supplemental information, as described below, shall be returned to Mn/DOT (Attention: MS4 Engineer, Mn/DOT Waters Edge, 1500 W County Road B2, Roseville, MN 55113) within two weeks from the date of project completion.

## Exhibit G: Project Map Example

