STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION and CITY OF ST. PAUL MAINTENANCE AGREEMENT

State Project Number (S.P.): Trunk Highway Number (T.H.): State Project Number (S.P.): Trunk Highway Number (T.H.): State Project Number (S.P.): Trunk Highway Number (T.H.): Federal Project Number:

 SP 1928-71

 52 = 115

 SP 6244-105

 52 = 112

 SP 6245-22

 52 = 115

 NHPP 0052(345)

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

Recitals

- The State will perform grading, bituminous mill & overlay, CPR, weigh-in-motion system, ultrathin bonded wearing course, tension cable guardrail, lighting, TMS, signing, signals, ADA improvement construction, and other related construction upon, along, and adjacent to Trunk Highway No. 52 from Trunk Highway No. 494 to Plato Boulevard, according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 6244-105 (T.H. 52=112), No. 6245-22 (T.H. 52=115), and No. 1928-71 (T.H. 52=115); and
- 2. The State has included in its contract sidewalk and ADA improvements, and the City is willing to assume maintenance responsibilities for the sidewalk and ADA improvements. The locations of said sidewalk and ADA improvements are shown in Exhibit A Sidewalk Maintenance; and
- 3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

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

- **1.1.** *Effective Date.* This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. Expiration Date. This Agreement will expire when all obligations have been satisfactorily fulfilled.
- **1.3.** *Survival of Terms.* All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 6. Liability; Worker Compensation Claims; 9. State Audits; 10. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- **1.4.** *Plans, Specifications, and Special Provisions.* Plans, specifications, and special provisions designated by the State as State Project No. 6244-105 (T.H. 52=112), No. 6245-22 (T.H. 52=115), and No. 1928-71

(T.H. 52=115) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

1.5. *Exhibits.* Exhibit A – Sidewalk Maintenance is attached and incorporated into this Agreement.

2. Construction by the State

2.1. *Contract Award.* The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. Direction, Supervision, and Inspection of Construction.

- **A.** *Supervision and Inspection by the State.* The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- **B.** *Inspection by the City.* The construction covered under this Agreement will be open to inspection by the City. If the City believes the construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the construction covered under this Agreement.

2.3. Plan Changes, Additional Construction, Etc.

- **A.** The State will make changes in the Project Plans and contract construction and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner.
- **B.** The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made. The State reserves the right to invoice the City for the cost of any construction contract addenda and any additional City requested work and plan changes, including associated construction engineering, before the completion of the contract construction.
- **2.4.** Satisfactory Completion of Contract. The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- **3.1.** *Sidewalks.* Maintenance of any sidewalk and ADA improvements construction as shown in Exhibit A Sidewalk Maintenance, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, mowing grass boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- **3.2.** *Additional Drainage.* No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for

which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

4. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

4.1. The State's Authorized Representative will be:

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

4.2. The City's Authorized Representative will be:

Name, Title:	Sean Kershaw, Public Works Director (or successor)
Address:	1500 City Hall Annex, 25 West Fourth Street, St. Paul, MN 55102-1660
Telephone:	(651) 266-6100
E-Mail:	Sean.Kershaw@ci.stpaul.mn.us

5. Assignment; Amendments; Waiver; Contract Complete

- **5.1.** Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- **5.2.** *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- **5.3.** *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- **5.4.** Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability; Worker Compensation Claims

- **6.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- **6.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

7. Nondiscrimination

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

8. Title VI/Non-discrimination Assurances

The City agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: <u>https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035</u>. The City will ensure the

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

9. State Audits

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

10. Government Data Practices

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

11. Telecommunications Certification

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

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

- **13.1.** By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- **13.2.** *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.
- **13.3.** *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

14. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

15. Counterparts

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

16. Electronic Signatures

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

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

CITY OF ST PAUL	DEPARTMENT OF TRANSPORTATION
The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions,	Approved:
resolutions, or ordinances.	By: (District Engineer)
	(District Engineer)
Recommended for Approval:	
	Date:
By:	
By: (Director of Public Works)	
	COMMISSIONER OF ADMINISTRATION
Approved as to form and execution:	
	By: (With Delegated Authority)
Bv:	(With Delegated Authority)
By: (Assistant City Attorney)	
	Date:
By: (Mayor)	
(Mayor)	
Date:	
Rv:	
By: (Director of Finance & Management Services)	
Date:	

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

CITY OF ST. PAUL

RESOLUTION

IT IS RESOLVED that the City of St. Paul enter into MnDOT Agreement No. 1045326 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for routine maintenance by the City upon, along, and adjacent to Trunk Highway No. 52, the limits of which are defined in said Agreement.

IT IS FURTHER RESOLVED that the Mayor and the ______

are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of St. Paul at an authorized meeting held on the ______ day of

______, 20___, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this day of	_, 20
Notary Public	
My Commission Expires	

(Signature)

(Title)

(Type or Print Name)

(Title)









DISTRICT *: Metro IPLOT NAME: d!928071_ada_InI F1LENAME: ProjectsVDM_POS/052V928V0TNDesign/PlanSheetsVntersection Details ADA\d!928071_aa



10:24:35 6



10:22:57

	N / the h	Exhibit A - Sidewalk Mainter	nance
		5' INPERTE CONCRETE WALK	
		TT MATCH EXIS	
	AOF A WE	The STI	
A A A A A A A A A A A A A A A A A A A	LEGEND	CITY OF ST PAUL 3x Exhibit Legend	
	XXX CONTROL POINTS AT GUTTER FLOW LINE		6 ¹ 0 ¹ _ 6105
	CONSTRUCT CONCRETE CURB & GUTTER X" CURB HEIGHT LANDING AREA 4LX ALMIN DIMENSIONS	Sidewalk to be maintained by the City	
,	AND MAX 2.0% SLOPE IN ALL DIRECTIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%		
	F INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%	CONTROL POINTS POINT x y z	5.5' INPLACE CONCRETE
	→ DRAINAGE FLOW ARROW → TRAFFIC FLOW ARROW	G100 563480.964 267029.566 745.05 G101 563494.819 267023.204 745.08	/
	DRIVEWAY PAVEMENT REMOVAL	G102 563500.264 267020.685 745.11 G103 563507.908 267017.305 745.16 G104 563506.861 267035.084 745.94	
	CONCRETE REMOVAL [] [] []] [G105 563487.739 266991.817 26 G106 563474.9140 266997.4300 2	
	BITUMINOUS TREATMENT-SEE TABULATIONS	<u>G107</u> <u>563495.1240</u> <u>266988.7540</u>	
	SITE RESTORATION		
` L		VAY TABULATION	MATCH EXISTING
	STATION SIDE DRIVEWAY CURB TYPE E1 E2 L2	2 S2 E4 L3 S3 EXISTING E5 COMMENTS SCALE I	
/ ~ E	14+25 RT PARALLEL STD 745.72 745.800 5. 14+09 LT PARALLEL STD 746.05 746.130 5.	5 1.5 746.22 5.2 9.2 3.7 746.60	
DRAWN BY: GJ	CHECKED BY: RN CERTIFIED BY	Monty Hamri Digitally signed by Monty Hamri LIC, NO. 47883	STATE PROJ.NO.
DRAWN DI: 60		LICENSED PROFESSIONAL ENGINEER	I STATE INUS NU

Metu

DISTRICT



