

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

State Project Number (S.P.):	<u>6283-255</u>	Estimated Amount Receivable
Trunk Highway Number (T.H.):	<u>94=108</u>	<u>\$144,088.78</u>
State Project Number (S.P.):	<u>6282-271</u>	
Trunk Highway Number (T.H.):	<u>94=104</u>	Estimated Amount Payable
State Project Number (S.P.):	<u>6280-421</u>	<u>\$69,451.73</u>
Trunk Highway Number (T.H.):	<u>35E=104</u>	
State Aid Project Number (S.A.P.):	<u>164-030-019</u>	
Federal Project Number:	<u>NHPP 1940(042)</u>	
Signal System "C" ID:	<u>1736893</u>	
Signal System "M" ID:	<u>1736726</u>	

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

**Recitals**

1. The State will perform grading, bituminous mill and surfacing, concrete surfacing, ADA improvements, signals, and Bridge No. 62878, No. 62880, No. 62886, No. 62888, No. 62898, and No. 62893 construction and other associated construction upon, along, and adjacent to Trunk Highway No. 94 from Western Avenue to 9<sup>th</sup> Street and on Trunk Highway No. 35E from West Kellogg Boulevard to University Avenue East according to State-prepared plans, specifications, and special provisions designated by the City as State Aid Project No. 164-030-019 and by State as State Project No. 6282-271 (T.H. 94=104), No. 6280-421 (T.H. 35E=104), and No. 6283-255 (T.H. 94=108) ("Project"); and
2. The City has requested the State include in its Project storm sewer construction; and
3. The State requests that City participate in the costs of ADA improvements, and signal system revisions; and
4. The City wishes to participate in the costs of the storm sewer, ADA improvements, and signal system revision construction and associated construction engineering; and
5. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
6. 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; 10. Liability; Worker Compensation Claims; 13. State Audits; 14. Government Data Practices; 16. Governing Law; Jurisdiction; Venue; and 18. Force Majeure. The terms and conditions set forth in Article 4. Signal Systems and Emergency Vehicle Preemption Systems Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 6283-255 (T.H. 94=108) 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.** Preliminary Schedule "I" is on file in the office of the City's Transportation Planner/Engineer and attached and incorporated into this Agreement. St. Paul Sidewalk Maintenance Exhibit 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 City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation 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 City participation 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, which may include the City participation construction covered under this Agreement, 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. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.

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.

**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.

**2.5. Replacement of Castings.** Adjustments to certain City-owned facilities within Interstate Right-Of-Way, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. For any City-owned facilities outside of Interstate Right-Of-Way, the City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

### 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. Storm Sewers.** Routine maintenance of City-owned storm sewer facilities construction. Maintenance in accordance with accepted City maintenance practices.

**3.2. Sidewalks.** Maintenance of sidewalk construction as shown the St. Paul Sidewalk Maintenance Exhibit, including stamped and colored concrete sidewalk (if any) and pedestrian ramps, except the stairs and switchback ramp at Mulberry Street and Kellogg Boulevard as shown in the St. Paul Sidewalk Maintenance Exhibit. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

The State will maintain crosswalk markings on the Trunk Highway at ramps which intersect with City roads.

**3.3. 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.

**3.4. Release of Roadways.** The State will serve upon the City a "Notice of Release" placing the 9<sup>th</sup> Street at Wacouta Street roadway portion under the jurisdiction of the City; and subsequent thereto, after all required documents have been prepared and processed, the State will convey to the City all right, title and interest of the State in that roadway portion. Upon receipt of that "Notice of Release", the City will become the road authority responsible for the roadway portion so released.

### 4. Signal Systems and Emergency Vehicle Preemption Systems Operation and Maintenance

All operation and maintenance terms, including timing and power provisions, in the existing traffic control signal system agreements, for the existing traffic control signals on Wabasha Street at 12<sup>th</sup> Avenue (Signal System "C") and on University Avenue at Mississippi Street (Signal System "M") will remain in full force and effect.

**4.1. Related Agreements.** This Agreement will terminate the operation and maintenance terms of the existing traffic control signal system agreement(s), between the parties, upon release of the intersection of Wacouta Street at 9<sup>th</sup> Street.

## 5. Basis of City Cost

- 5.1. *Schedule "I"*.** The Preliminary Schedule "I" includes all anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 5.2. *City Participation Construction*.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field office, and traffic control.
- A.** 100 Percent will be the City's rate of cost participation in all of the S.A.P. 164-030-019 storm sewer and ADA improvement construction.
  - B.** 50 Percent will be the City's rate of cost participation in all of the Revise Signal System "M" construction. The construction is included in the City's 100% cost participation described in Article 5.2 Section A of this Agreement and is tabulated on Sheet No. 2 of the Preliminary Schedule "I".
  - C.** 33 Percent will be the City's rate of cost participation in all of the Revise Signal System "C" construction. The construction is included in the City's 100% cost participation described in Article 5.2 Section A of this Agreement and is tabulated on Sheet No. 2 of the Preliminary Schedule "I".
- 5.3. *Construction Engineering Costs*.** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- 5.4. *Handhole Relocation Credit*.** The City will relocate the handhole in the southeast quadrant of Rice Street and Fuller Avenue on behalf of the State. The State's lump sum cost to the City to relocate said handhole is **\$10,000.00**. The City's cost share will be reduced by the lump sum amount as shown on Sheet No. 1 of the Preliminary Schedule "I".
- 5.5. *Plan Changes, Additional Construction, Etc*.** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.
- The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.
- 5.6. *Liquidated Damages*.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

## 6. City Cost and Payment by the City

- 6.1. *City Cost*.** **\$144,088.78** is the City's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 6.2. *Conditions of Payment*.** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
- B. The City's receipt of a written request from the State for the advancement of funds.

**6.3. *Acceptance of the City's Cost and Completed Construction.*** The computation by the State of the amount due from the City will be final, binding and conclusive. 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.

**6.4. *Final Payment by the City.*** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## **7. State Cost and Payment by the State**

**7.1. *State Cost. \$69,451.73*** is the State's estimated lump sum cost to release the area of 9<sup>th</sup> Street and Wacouta Street to the City as shown on Sheet No. 1 and tabulated on Sheet No. 3 of the Preliminary Schedule "I". The State's lump sum cost will be based upon estimated quantities and this Project's construction contract unit prices. Upon review and award of the Project construction, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

**7.2. *Conditions of Payment.*** The State will pay the City the State's full and complete lump sum cost as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Encumbrance by the State of the State's full and complete State-funded cost, as shown in the Revised Schedule "I".
- B. Approval by the State's Land Management Director at St. Paul of certified documentation, for all right-of-way and easement acquisitions and releases required.
- C. Execution of this Agreement and transmittal to the City.
- D. The State's receipt of a written request from the City for the advancement of funds. The request will include certification by the City that all necessary parties have completed the release of the 9<sup>th</sup> Street and Wacouta area.

## **8. 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.

**8.1.** The State's Authorized Representative will be:

Name, Title:	Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address:	395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone:	(651) 366-4634
E-Mail:	malaki.ruranika@state.mn.us

**8.2.** The City's Authorized Representative will be:

Name, Title: Reuben Collins, Transportation Planner/Engineer (or successor)  
 Address: 800 City Hall Annex, 25 West Fourth Street, St. Paul, MN 55102  
 Telephone: (651) 266-6059  
 E-Mail: reuben.collins@ci.stpaul.mn.us

**9. Assignment; Amendments; Waiver; Contract Complete**

- 9.1. *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.
- 9.2. *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.
- 9.3. *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.
- 9.4. *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.

**10. Liability; Worker Compensation Claims**

- 10.1.** 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.
- 10.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

**11. Nondiscrimination**

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

**12. Title VI/Non-discrimination Assurances**

The City agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). The City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

**13. State Audits**

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

#### 14. 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.

#### 15. 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), and 2 CFR 200.216, the City will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, 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.

#### 16. 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.

#### 17. Termination; Suspension

**17.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties.

**17.2. 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.

**17.3. 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.

#### 18. 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.

#### 19. 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.

**STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Purchase Order: 3000613074

**CITY OF ST PAUL**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

Recommended for Approval:

By: \_\_\_\_\_  
(Director of Public Works)

Approved as to form and execution:

By: \_\_\_\_\_  
(Assistant City Attorney)

By: \_\_\_\_\_  
(Mayor)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Director of Finance & Management Services)

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

Date: \_\_\_\_\_

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



**PRELIMINARY SCHEDULE "I"**

**Agreement No. 1045369**

**City of St. Paul**

S.P. 6283-255 (T.H. 94=108)	Preliminary: October 1, 2021
S.P. 6282-271 (T.H. 94=104)	
S.P. 6280-421 (T.H. 35E=104)	
S.A.P. 164-030-019	
Fed. Proj. NHPP I940(042)	

Grading, bituminous mill and surfacing, concrete surfacing, ADA improvements, signals, and Bridge No. 62878, No. 62880, No 62886, No. 62888, No. 62898, and No. 62893 construction to start approximately April 15, 2022 under State Contract No. \_\_\_\_ with \_\_\_\_ located on T.H. 94 from Western Avenue to 9th Street and on T.H. 35E from West Kellogg Boulevard to University Avenue East

<b>CITY COST PARTICIPATION</b>	
S.A.P. 164-030-019 (From Sheet No. 2)	142,674.80
<b>Subtotal</b>	<b>\$142,674.80</b>
Construction Engineering (8%)	11,413.98
Handhole Relocation (Credit to City)	(10,000.00)
<b>(1) Total City Cost</b>	<b>\$144,088.78</b>

(1) Amount of advance payment by the City as described in Article 6 of the Agreement (estimated amount)

<b>STATE COST PARTICIPATION</b>	
9th Street and Wacouta Street Release to City	69,451.73
<b>(2) Total Amount Encumbered</b>	<b>\$69,451.73</b>

(2) Amount of payment by the State as described in Article 7 of the Agreement (estimated amount)

(1) 100% CITY  
(P) = PLAN QUANTITY

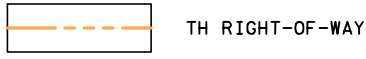
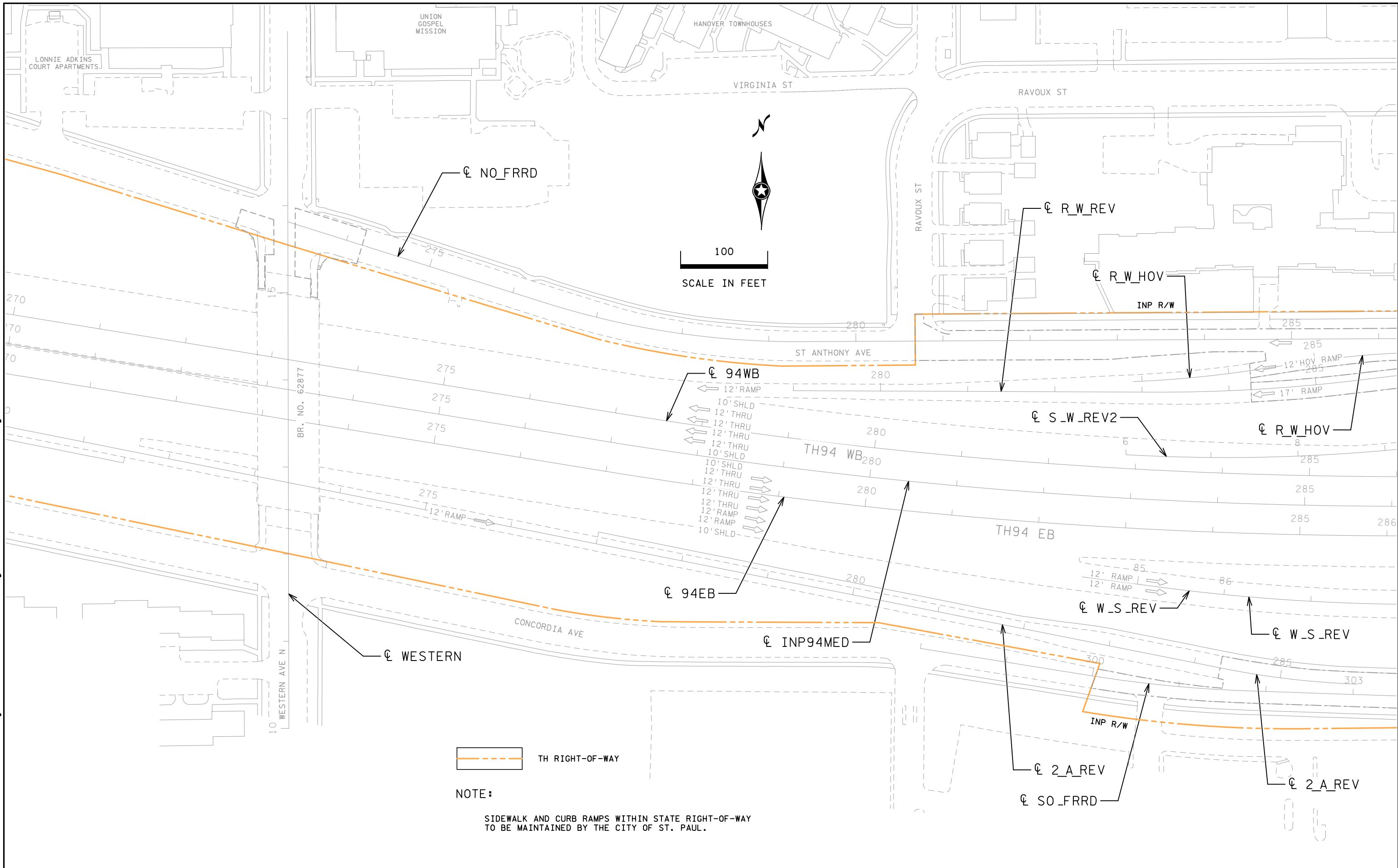
1045369

ITEM NUMBER	S.P. 6283-255, S.A.P. 164-030-019 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.07	99,510.71	6,667.22
2031.502	FIELD OFFICE TYPE D	LUMP SUM	0.07	30,751.36	2,152.60
2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	1.00	64.83	64.83
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	126.00	5.40	680.40
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	272.00	1.65	449.45
2104.503	REMOVE CURB AND GUTTER	LIN FT	144.00	5.04	726.28
2104.518	REMOVE CONCRETE WALK	SQ FT	2,022.00	1.43	2,882.56
2104.518	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ FT	945.00	2.83	2,673.97
2104.518	REMOVE CONCRETE PAVEMENT	SQ FT	498.00	4.98	2,479.44
2104.518	REMOVE BITUMINOUS PAVEMENT	SQ FT	1,805.00	1.43	2,573.21
2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT	SQ FT	182.00	8.83	1,607.86
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	113.00	39.41	4,453.24
2301.504	CONCRETE PAVEMENT 8.0"	SQ YD	7.00	59.91	419.35
2301.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	115.00	14.06	1,617.08
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	56.00	59.37	3,324.59
2506.602	REPAIR DRAINAGE STRUCTURE	EACH	10.00	2,587.55	25,875.50
2521.518	4" CONCRETE WALK	SQ FT	2,195.00	7.45	16,357.14
2521.518	6" CONCRETE WALK	SQ FT	762.00	11.15	8,492.95
2531.503	CONCRETE CURB AND GUTTER DESIGN SPECIAL	LIN FT	17.00	47.63	809.68
2531.503	CONCRETE CURB AND GUTTER DESIGN B424	LIN FT	65.00	27.03	1,757.11
2531.503	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	10.00	34.02	340.20
2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	244.00	31.09	7,586.74
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	66.00	103.95	6,860.70
2531.618	TRUNCATED DOMES	SQ FT	93.00	55.91	5,199.78
2563.601	TRAFFIC CONTROL	LUMP SUM	0.07	32,347.91	2,264.35
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	0.10	63,680.63	6,368.06
2564.602	INSTALL SIGN TYPE SPECIAL	EACH	1.00	239.77	239.77
2565.616	REVISE SIGNAL SYSTEM C	SYSTEM	0.33	29,170.80	9,626.36
2565.616	REVISE SIGNAL SYSTEM M	SYSTEM	0.50	30,891.24	15,445.62
2573.502	STORM DRAIN INLET PROTECTION	EACH	4.00	199.03	796.13
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	307.00	3.53	1,084.20
2575.604	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	149.00	1.51	225.29
2575.618	SITE RESTORATION	SQ FT	361.00	1.59	\$573.12
	(1) 100% CITY	\$142,674.80		TOTAL	\$142,674.80



PLOTTED/REVISED: 22-OCT-2021

DISTRICT #: Metro  
PLOT NAME: EXHIBIT\_PLANSHEET  
FILENAME: Projects\DM\_ROMS\09A6283\255\Design\PlanSheets\EXHIBIT\_PLANSHEET.dgn

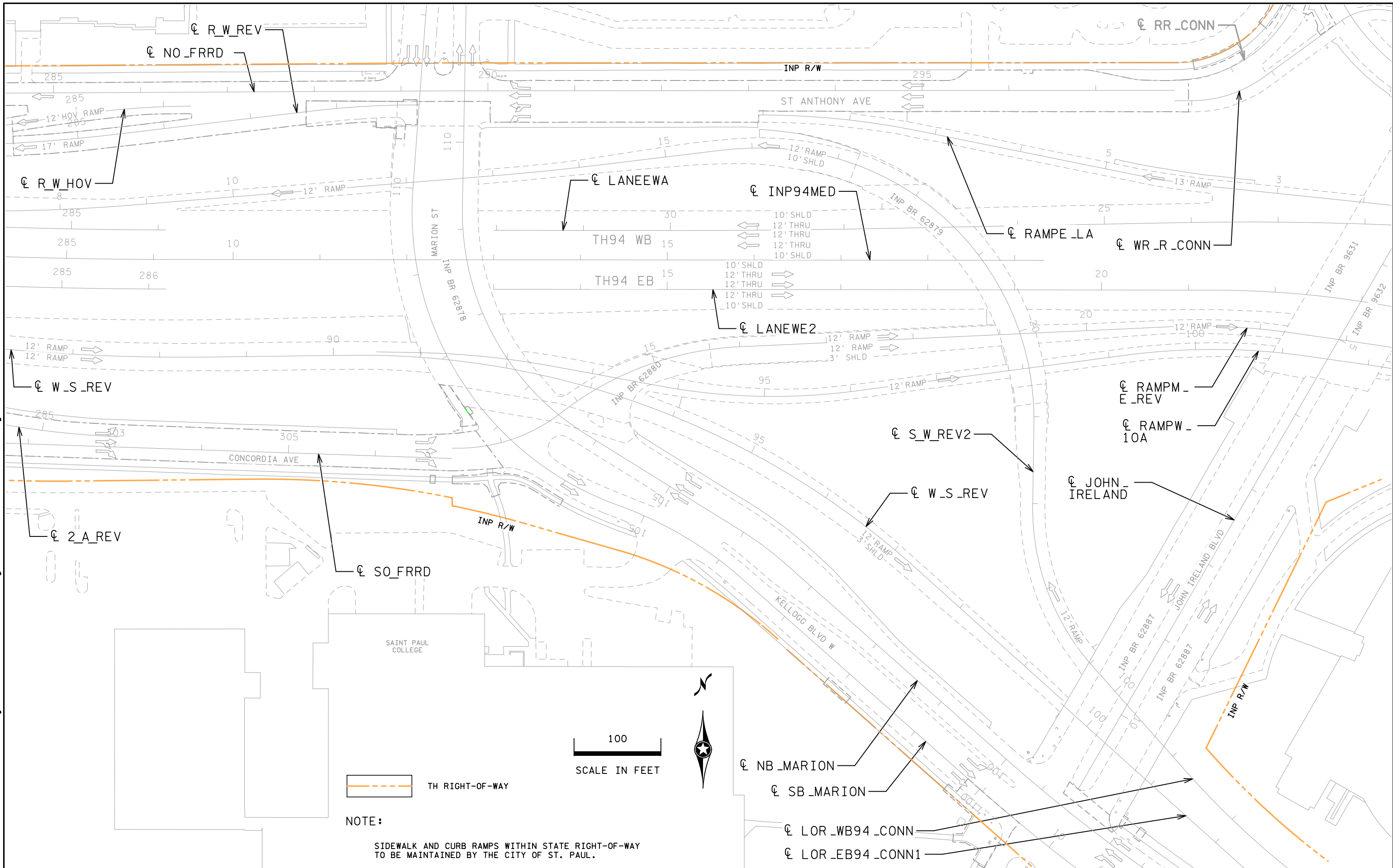


NOTE:  
SIDEWALK AND CURB RAMPS WITHIN STATE RIGHT-OF-WAY  
TO BE MAINTAINED BY THE CITY OF ST. PAUL.

PLOTTED/REVISED: 22-OCT-2021

DISTRICT #: Metro  
PLOT NAME: EXHIBIT\_PLANSHEET  
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DISTRICT #: Metro  
PLOT NAME: EXHIBIT\_PLANSHEET  
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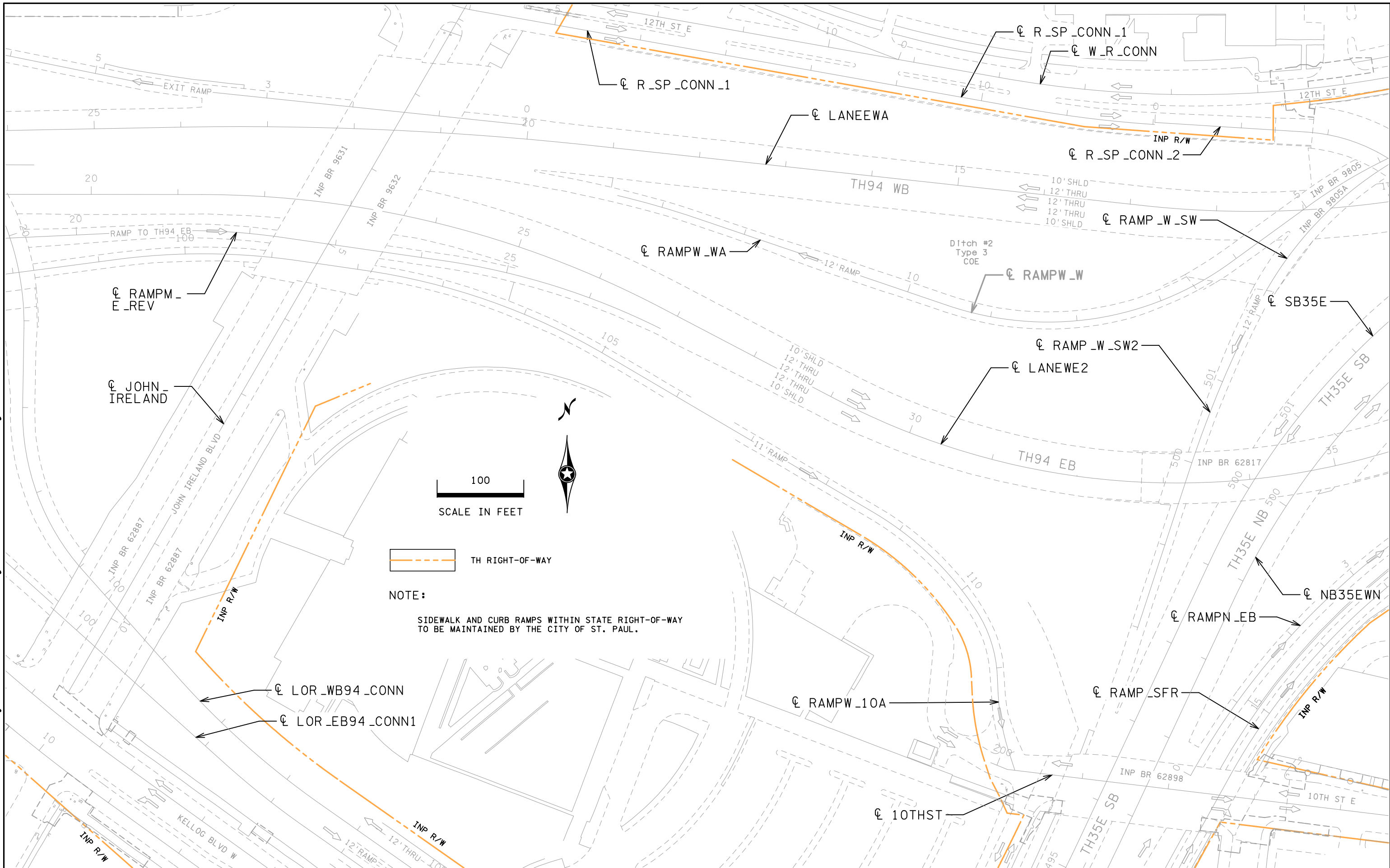
AGREEMENT NUMBER 1045369

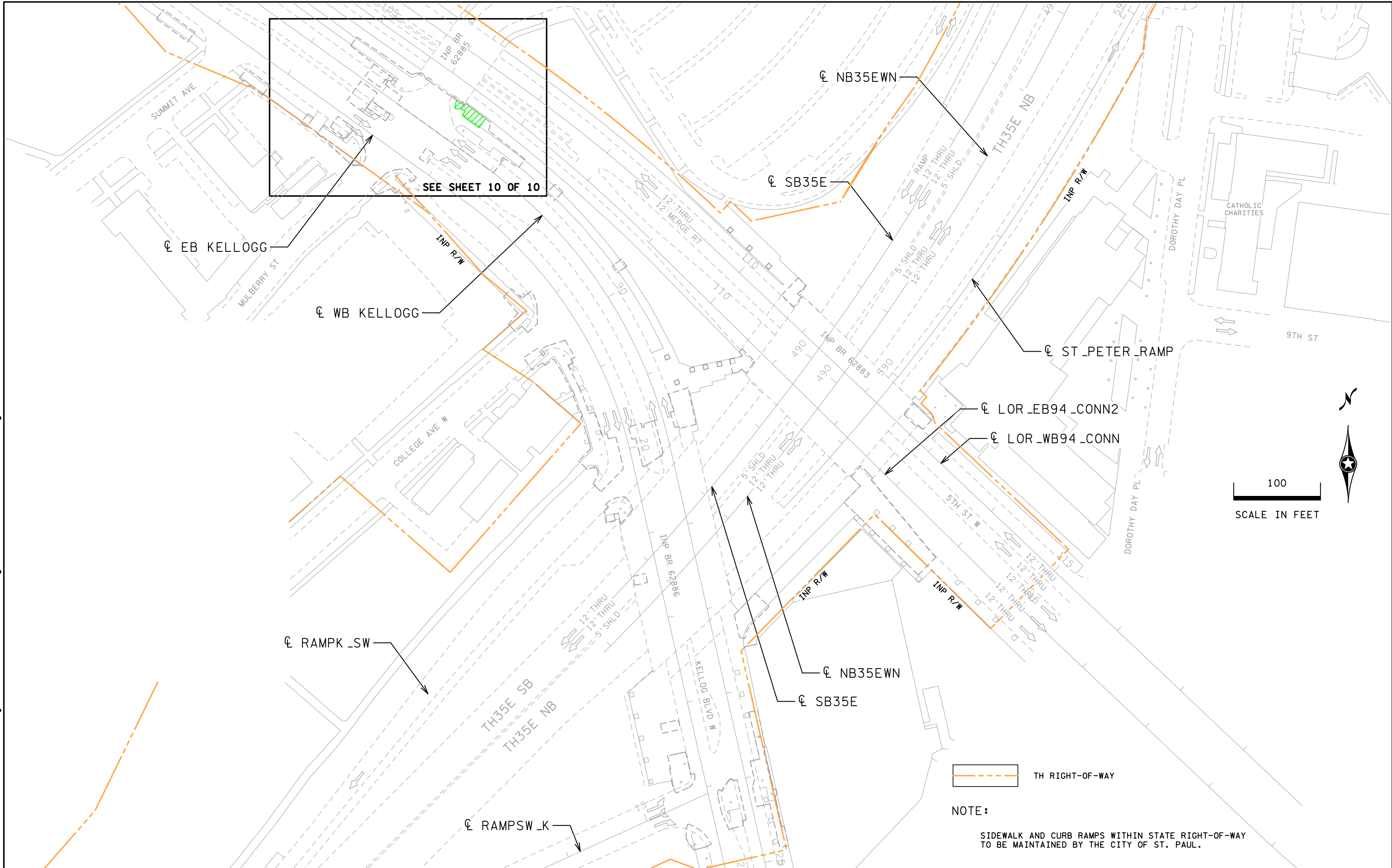
S.P. NUMBER (6283-247, 6283-255, 6282-267, 6282-268, 6282-269, 6282-270)

ST. PAUL SIDEWALK MAINTENANCE EXHIBIT

T.H. 94, T.H. 35E

SHEET NO. 2 OF 10 SHEETS





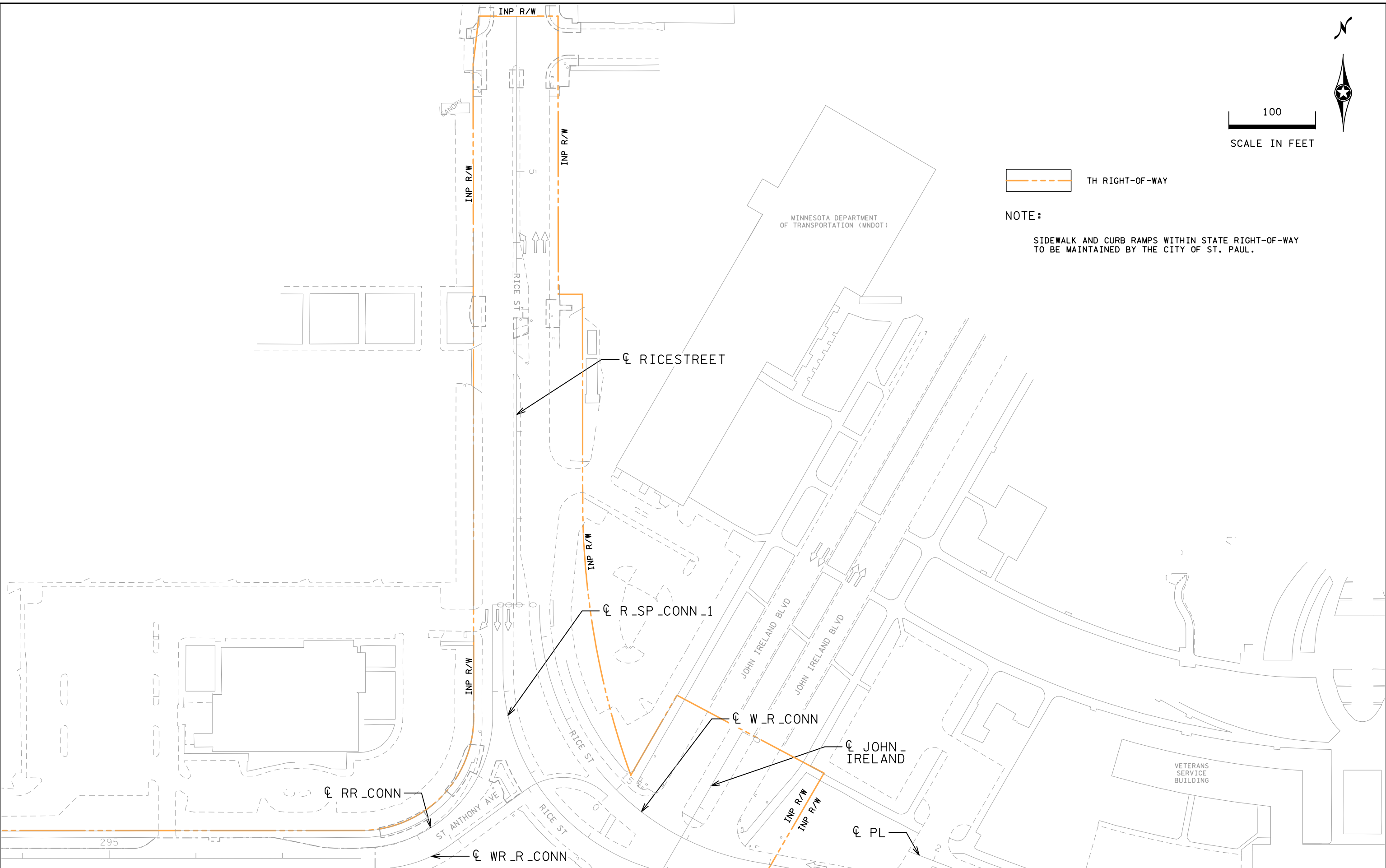


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SCALE IN FEET

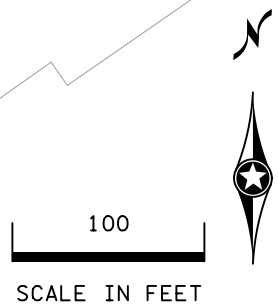


NOTE:

SIDEWALK AND CURB RAMPS WITHIN STATE RIGHT-OF-WAY TO BE MAINTAINED BY THE CITY OF ST. PAUL.







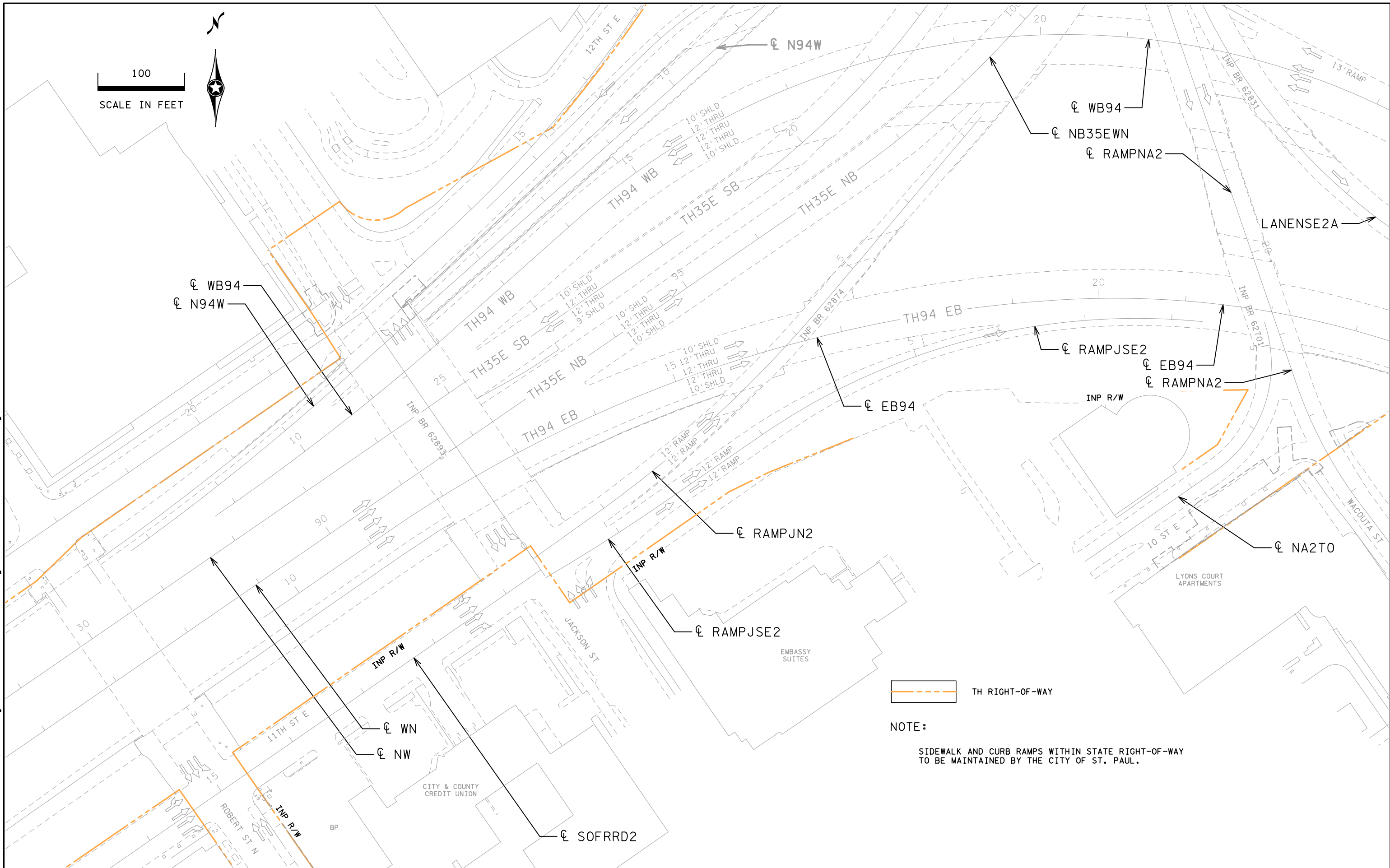
NOTE:  
SIDEWALK AND CURB RAMPS WITHIN STATE RIGHT-OF-WAY TO BE MAINTAINED BY THE CITY OF ST. PAUL.

PLOTTED/REVISED: 22-OCT-2021

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SCALE IN FEET



DISTRICT #: Metro  
PLOT NAME: EXHIBIT\_PLANSHEET  
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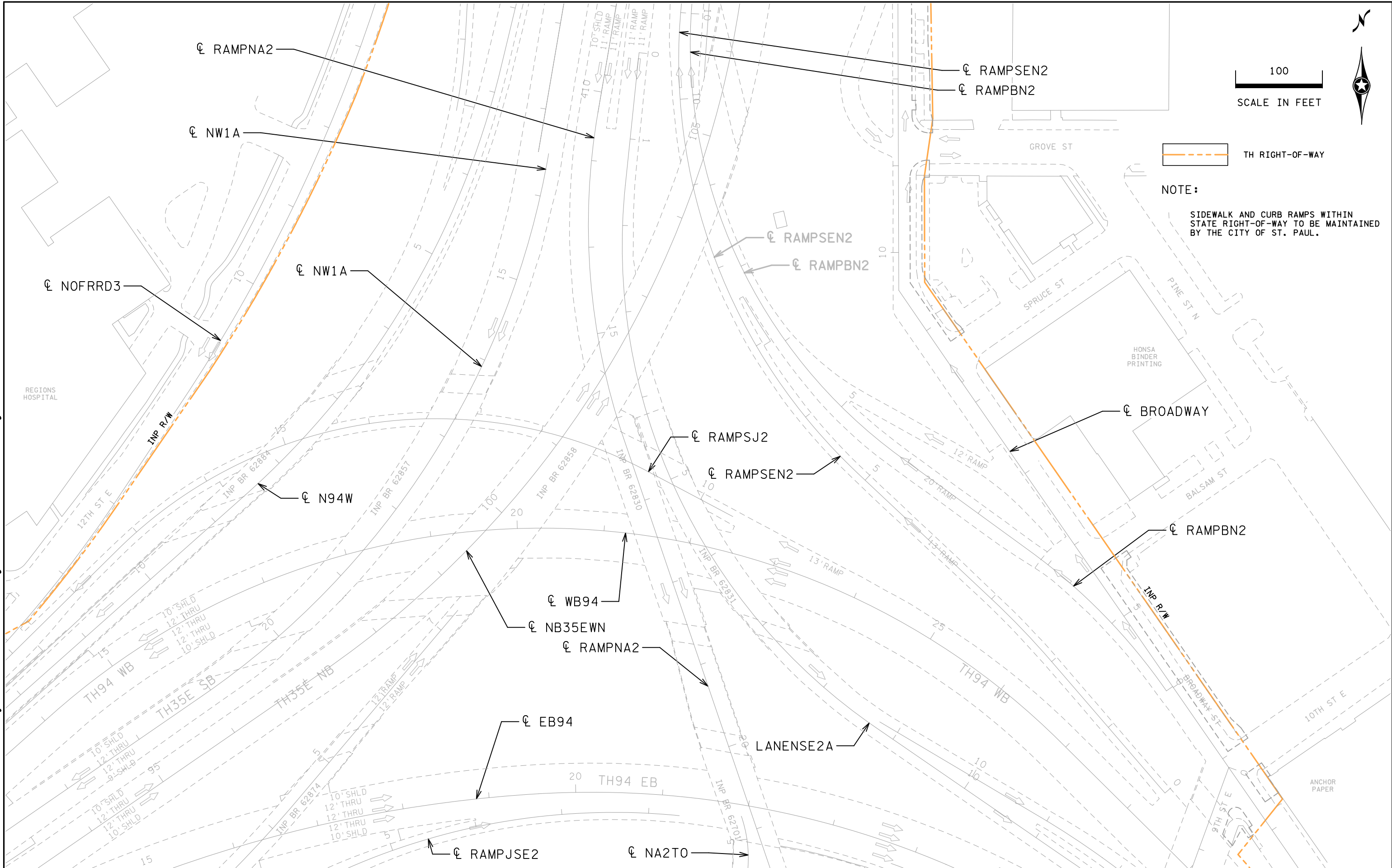


TH RIGHT-OF-WAY

NOTE:  
SIDEWALK AND CURB RAMPS WITHIN STATE RIGHT-OF-WAY  
TO BE MAINTAINED BY THE CITY OF ST. PAUL.

PLOTTED/REVISED: 22-OCT-2021

DISTRICT #: Metro  
IPLOT NAME: EXHIBIT\_PLANSHEET  
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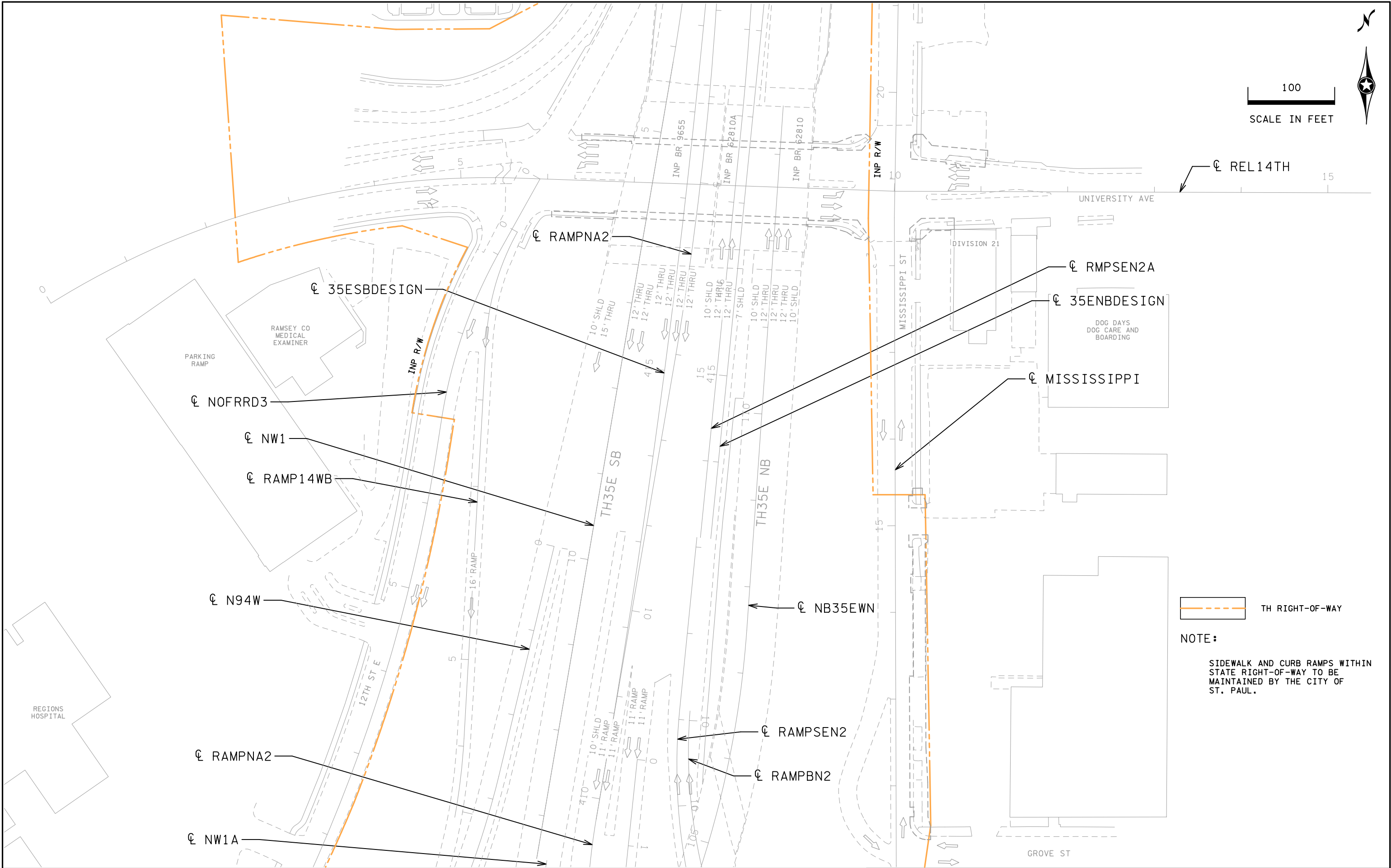
TH RIGHT-OF-WAY

NOTE:  
SIDEWALK AND CURB RAMPS WITHIN STATE RIGHT-OF-WAY TO BE MAINTAINED BY THE CITY OF ST. PAUL.

PLOTTED/REVISED: 22-OCT-2021

DISTRICT: Metro  
IPLOT NAME: EXHIBIT\_PLANSHEET  
FILENAME: Projects\DM\_ROM\09A6283\255\Design\PlanSheets\EXHIBIT\_PLANSHEET.dgn

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SCALE IN FEET



TH RIGHT-OF-WAY

NOTE:  
SIDEWALK AND CURB RAMPS WITHIN STATE RIGHT-OF-WAY TO BE MAINTAINED BY THE CITY OF ST. PAUL.


AGREEMENT NUMBER 1045369  
S.P. NUMBER (6283-247, 6283-255, 6282-267, 6282-268, 6282-269, 6282-270)


ST. PAUL SIDEWALK MAINTENANCE EXHIBIT  
T.H. 94, T.H. 35E SHEET NO. 9 OF 10 SHEETS

PLOTTED/REVISED: 22-OCT-2021

DISTRICT: Metro  
PLOT NAME: EXHIBIT\_PLANSHEET  
FILENAME: Projects\DL\_R05\09\6283\255\Design\PlanSheets\EXHIBIT\_PLANSHEET.dgn

**LEGEND**

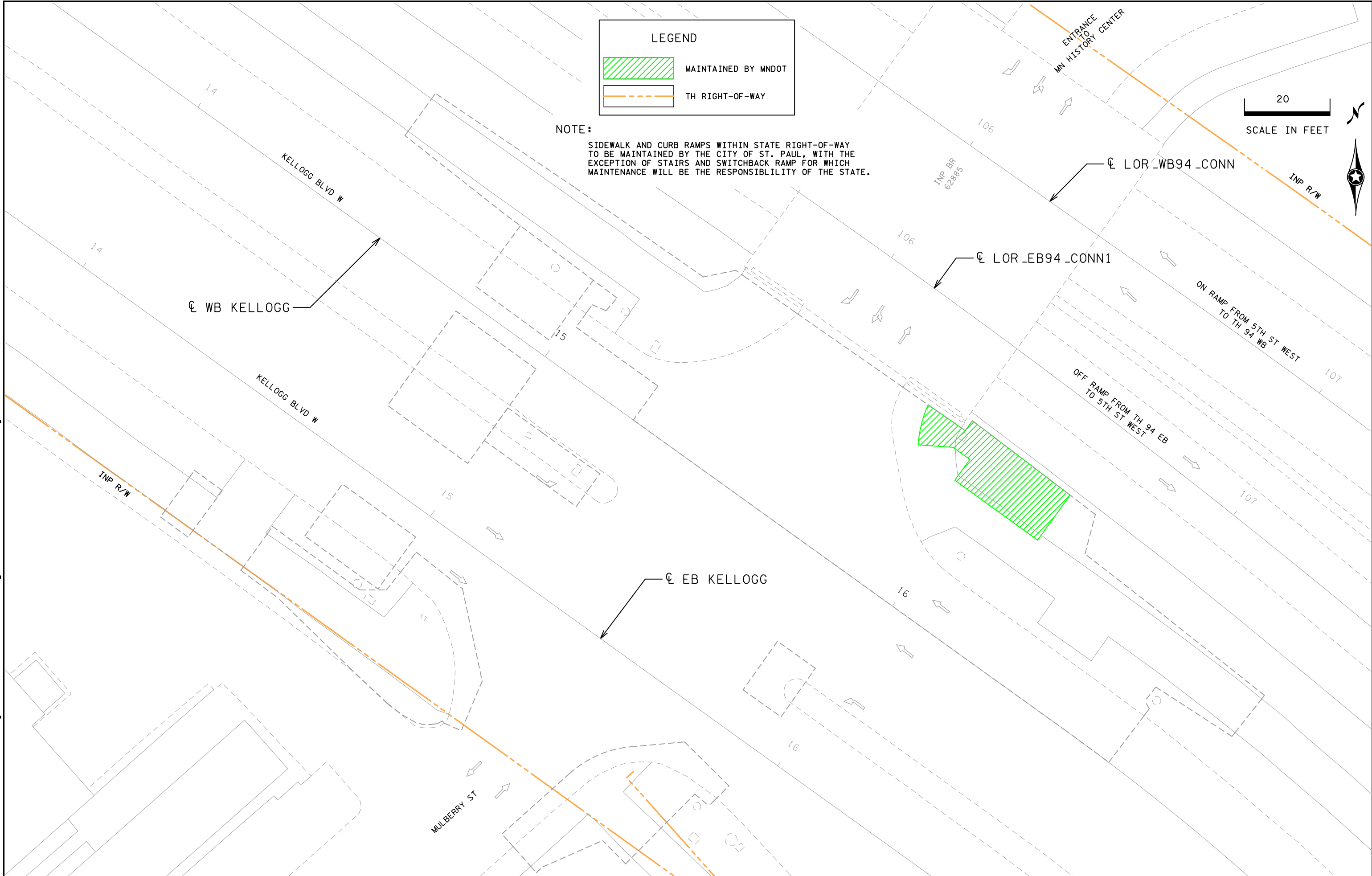
 MAINTAINED BY MNDOT

 TH RIGHT-OF-WAY

**NOTE:**

SIDEWALK AND CURB RAMPS WITHIN STATE RIGHT-OF-WAY TO BE MAINTAINED BY THE CITY OF ST. PAUL, WITH THE EXCEPTION OF STAIRS AND SWITCHBACK RAMP FOR WHICH MAINTENANCE WILL BE THE RESPONSIBILITY OF THE STATE.

20  
SCALE IN FEET



**CITY OF ST. PAUL**

**RESOLUTION**

IT IS RESOLVED that the City of St. Paul enter into MnDOT Agreement No. 1045369 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's costs to release the area of 9<sup>th</sup> Street and Wacouta Street to the City; and to provide for payment by the City to the State of the City's share of the costs of the storm sewer, ADA improvements, and signal system revision construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 94 from Western Avenue to 9<sup>th</sup> Street and on Trunk Highway No. 35E from West Kellogg Boulevard to University Avenue East within the corporate City limits under State Aid Project No. 164-030-019 and State Project No. 6283-255.

IT IS FURTHER RESOLVED that the Mayor and the \_\_\_\_\_  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of St. Paul at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, as shown by the minutes of the meeting in my possession.

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

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