

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF SAINT PAUL  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

<b>State Project Number (SP):</b>	<u>6215-117</u>	<b>Total City Obligation</b>
<b>Trunk Highway Number (TH):</b>	<u>51=125</u>	<b><u>\$872,031.78</u></b>
<b>State Project Number (SP):</b>	<u>164-010-087</u>	<b>Anticipated City AID Federal-aid</b>
<b>Federal Project Number (FP):</b>	<u>HSIP-AID 6224(047)</u>	<b><u>\$485,433.81</u></b>
<b>Lighting System Feed Point:</b>	<u>CITY</u>	<b>City Non-AID Federal-aid</b>
<b>Signal System "A" ID:</b>	<u>1736745</u>	<b><u>\$360,978.52</u></b>
<b>Signal System "B" ID:</b>	<u>1736746</u>	

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

**Recitals**

1. The State will perform grading, bituminous mill and surfacing, lighting, signals, and ADA improvement construction and other associated construction upon, along, and adjacent to Trunk Highway No. 51 (Snelling Avenue) from Montreal Avenue to Ford Parkway according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 164-010-087 and No. 6215-117 (TH 51=125) ("Project"); and
2. The City has requested the State include in its Project storm sewer, sanitary sewer, signs, and lighting construction; and
3. The City requests that it perform certain aspects of the construction engineering in connection with the sanitary sewer construction and the State concurs in that request; and
4. The City will participate in the costs of the storm sewer, sanitary sewer, signs, lighting, signal system revision, and signal system construction and associated construction engineering; and
5. The City will receive a credit from the State for City Furnished Materials as outlined in this Agreement; and
6. The federally eligible City participation construction will be reduced by the amount of AID (Accelerated Innovation Deployment) Federal-aid grant funding received for said construction; and
7. Agreement No. 1054194 between the State and the City will address maintenance required of the City on Trunk Highway No. 51 (Snelling Avenue), including but not limited to, roadway, storm sewer, and sidewalk maintenance. Additional City maintenance will be outlined in this Agreement; and
8. Agreement No. 1054145 between the State and the Saint Paul Regional Water Services will address the gate valve adjustments located in the Project area; and
9. 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

10. 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; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure; 17. Counterparts; 18. Electronic Signatures. The terms and conditions set forth in Article 4. Signal Systems and EVP 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. 164-010-087 and No. 6215-117 (TH 51=125) 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.*** The Preliminary Schedule "I" is on file in the office of the Director of Public Works and 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 except as provided below, 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. *Construction Engineering and Inspection by the City.*** The City will assign its City Engineer or other registered professional engineer to perform construction engineering in connection with the sanitary sewer construction. The engineer so assigned will act under the supervision and direction of the State and be responsible for construction inspection and associated documentation for said construction. The construction will be performed according to the Project Plans and recognized, and accepted practices and procedures as set forth in various State manuals, including Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction". The City will furnish other personnel, services, supplies, and equipment needed to properly carry on the construction.
- i. *Documentation of Construction Costs.*** At regular intervals after the State's contractor has started the sanitary sewer construction, the City will prepare partial estimates of the construction costs according to the terms of the construction contract and immediately submit the partial estimates

to the State. The City will also prepare the final estimate data for said construction and submit the final estimate to the State. Quantities listed on the partial and final estimates will be documented according to guidelines in the applicable documentation manual.

- ii. **Final Inspection of Construction.** Upon completion of the sanitary sewer construction, the City will advise the State whether or not said construction should be accepted by the State as being performed in a satisfactory manner. If the City recommends that the State not accept the construction, then the City will, as part of their recommendation, identify the specific defects in the construction and the reasons why it should not be accepted. Any recommendations made by the City are not binding on the State. The State will determine, after considering the City's recommendations, whether or not the construction has been properly performed and whether to accept or reject it.
- iii. **Inspection of Other City Participation Construction.** The remainder of 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 officials 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 a 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. **Permits.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).

2.6. **Utility Adjustments.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. 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. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.2. **Aesthetic Lighting.** Maintenance and ownership of any lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.
- 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. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of the State's District Hydraulics Unit in Roseville and is incorporated into this Agreement by reference.
- 3.4. **Future Responsibilities.** Upon completion of the City of Saint Paul Maintenance Facility sign construction, the City will accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair, and reconstruction of City of Saint Paul Maintenance Facility sign constructed as part of this Agreement, without cost or expense to the State.

### 4. Signal Systems and EVP Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and EVP System on TH 51 (Snelling Avenue) at Montreal Avenue (Signal System "A") and the interconnect on TH 51 (Snelling Avenue) from Montreal Avenue to Ford Parkway; Signal System and EVP System on TH 51 (Snelling Avenue) at Ford Parkway (Signal System "B"), and for the Interconnect on TH 51 (Montreal Avenue) from Snelling Avenue to Edgcumbe Road.

#### 4.1. City Minor Maintenance Responsibilities

- A. **Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal Systems, EVP Systems, and Interconnect.
- B. **Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
  - i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.

- ii. Replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
- iii. Clean the Signal Systems controller cabinet and service cabinet exteriors.
- iv. Clean and paint the Signal Systems, and luminaire mast arm extensions.
- v. Paint and maintain the cross-street pedestrian crosswalk markings.

#### 4.2. **City Major Maintenance Responsibilities**

- A. **Interconnect; Timing; Other Maintenance.** The City will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the State. All Signal System timing will be determined by the City.
- B. **EVP Systems Operation.** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:
  - i. All maintenance of the EVP Systems will be done by City forces.
  - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's District Engineer or their designated representative with a list of all vehicles with emitter units, if requested by the State.
  - iii. In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.
  - iv. All timing of the EVP Systems will be determined by the City.

4.3. **Right-of-Way Access.** Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

4.4. **Related Agreements.** This Agreement will supersede and terminate any agreement and/or any operation and maintenance terms of any agreement, between the parties, for the intersection of TH 51 (Snelling Avenue) at Montreal Avenue (Signal System "A") and the interconnect on TH 51 (Snelling Avenue) from Montreal Avenue to Ford Parkway; Signal System and EVP System on TH 51 (Snelling Avenue) at Ford Parkway (Signal System "B"), and for the Interconnect on TH 51 (Montreal Avenue) from Snelling Avenue to Edgcumbe Road.

#### 5. **Basis of City Cost**

- 5.1. **Schedule "I".** The Preliminary Schedule "I" includes anticipated City participation construction items, City Furnished Materials lump sum amount credit, 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. It is anticipated that AID Federal-aid funding will be available to the City as defined below. The City may be billed for the match of their cost participation as shown on the Schedule "I". City costs will include

an amount equal to all anticipated AID Federal-aid funding not applied to the federally eligible City participation construction. AID Federal-aid and AID Federal-aid matches will be capped at **\$1,000,000.00**.

- A. 100 percent will be the City's rate of cost participation in all of the storm sewer construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
- B. 20 percent will be the City's rate of cost participation in all of the lighting construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 3 of the Preliminary Schedule "I". AID Federal-aid funds will be applied at a rate of 80 Percent. The City will participate at a rate of 100 percent for any cost over the capped AID Federal-aid and the AID Federal-aid match.
- C. 100 percent will be the City's rate of cost participation in all of the sanitary sewer and signal system revision construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 4 of the Preliminary Schedule "I".
- D. 10 percent will be the City's rate of cost participation in all of the Signal System construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 5 of the Preliminary Schedule "I". AID Federal-aid funds will be applied at a rate of 80 Percent. The City and State will match the AID Federal-aid at a rate of 10 percent, respectively. The City will participate at a rate of 100 percent for any cost over the capped AID Federal-aid and the AID Federal-aid match.

**5.3. Construction Engineering Costs.** The City will pay a construction engineering charge equal to 3 percent of the total sanitary sewer City participation construction covered under Article 6.2.C. The City will pay a construction engineering charge equal to 8 percent of the remainder of the City participation construction covered under this Agreement.

**5.4. City Furnished Materials Credit.** The City will furnish a signal system cabinet (City Furnished Materials), according to the Project Plans, to operate Signal System "A" covered under this Agreement. The City will receive a lump sum amount credit from the State for the City Furnished Materials as outlined in the 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.** **\$871,978.52** is the City's estimated share of the costs of the contract construction, including AID Federal-aid and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and 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

construction items, quantities, and 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, minus anticipated City AID Federal-aid and a City Furnished Materials lump sum amount credit 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 and determination by the Federal Highway Administration of the amount of its reimbursement to the State, 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. The Final Schedule "I" may also include City costs in an amount equal to all AID Federal-aid funding not applied to the federally eligible City participation construction and associated construction engineering. 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. 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.

**7.1.** 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

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

Name, Title: Sean Kershaw, Director of Public Works (or successor)  
 Address: 25 West 4<sup>th</sup> Street, 1500 City Hall Annex, Saint Paul, MN 55102  
 Telephone: (651) 266-6100  
 E-Mail: Sean.Kershaw@ci.stpaul.mn.us

## 8. Assignment; Amendments; Waiver; Contract Complete

**8.1. 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. The foregoing does not

prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.

- 8.2. 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.
- 8.3. 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.
- 8.4. 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.

## **9. Liability; Worker Compensation Claims**

- 9.1.** 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.
- 9.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

## **10. Nondiscrimination**

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

## **11. 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.

## **12. 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.

## **13. 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 (August 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.



**14. 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.

**15. Termination; Suspension**

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

**15.2. *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.

**15.3. *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.

**16. 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.

**17. Counterparts**

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

**18. Electronic Signatures**

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

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**CITY OF SAINT 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 Financial 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. 1054063**  
**City of Saint Paul**

SP 6215-117 (TH 51=125)  
 SP 164-010-087  
 FP HSIP-AID 6224(047)

Preliminary: December 28, 2023

Grading, bituminous mill and surfacing, lighting, signals, and ADA improvements construction to start approximately April 2024 under  
 State Contract No. \_\_\_\_\_ with \_\_\_\_\_  
 located on Trunk Highway No. 51 from Montreal Avenue to Ford Parkway

**CITY COST PARTICIPATION**

	TOTALS	No Federal Aid	AID Federal-Aid Match	AID Federal-Aid 80 Percent
SP 164-010-087 Storm Sewer and Sign Work Items From Sheet No. 2		133,693.03		
SP 164-010-087 Lighting Work Items From Sheet No. 3 (20% AID Federal-Aid Match)			47,358.41	189,433.64
SP 164-010-087 Signal System Revision Work Items From Sheet No. 4		59,280.07		
SP 6215-117 Signal System Work Item From Sheet No. 5 (10% AID Federal-Aid Match)			37,000.02	296,000.17
Construction Subtotals		\$192,973.11	\$84,358.43	\$485,433.81
Anticipated City Construction Costs	\$762,765.35			
Construction Engineering (8%)		61,021.23		
Construction + Construction Engineering Subtotals	\$823,786.58			
SP 6215-117 Sanitary Sewer Work Items From Sheet No. 4		46,840.00		
Construction Engineering (3%)		1,405.20		
Construction + Construction Engineering Subtotals	\$48,245.20			
(1) Total City Obligation	\$872,031.78			
Total Anticipated Federal-Aid	(\$485,433.81)			\$485,433.81
(2) State Cost for City Furnished Materials (CFM) From Sheet No. 5	(\$25,619.45)			
<b>(3) Total City Obligation minus Anticipated Federal-Aid</b>	<b>\$360,978.52</b>			

(1) Amount of total City obligation as described in Article 7 of the Agreement (estimated amount)

(2) State Cost for City Furnished Materials (CFM) From Sheet No. 5

(3) Amount of advance payment as described in Article 7 of the Agreement (estimated amount)

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

ITEM NUMBER	SP 164-010-087 STORM SEWER AND SIGN WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.04	235,000.00	9,400.00
2031.502	FIELD OFFICE	EACH	0.04	40,000.00	1,600.00
2104.502	REMOVE CASTING	EACH	13.00	200.00	2,600.00
2104.502	REMOVE WOOD INFORMATION SIGN	EACH	1.00	100.00	100.00
2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	9.00	75.00	675.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	17.00	1,500.00	25,500.00
2506.502	ADJUST FRAME AND RING CASTING	EACH	1.00	730.00	730.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	4.00	1,200.00	4,800.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	LIN FT	44.30	1,000.00	44,300.00
2506.602	CASTING ASSEMBLY SPECIAL	EACH	11.00	1,200.00	13,200.00
2506.602	CASTING ASSEMBLY SPECIAL 1	EACH	13.00	1,500.00	19,500.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.04	166,700.86	6,668.03
2564.618	SIGN	SQ FT	14.00	100.00	1,400.00
2564.618	SIGN TYPE SPECIAL	SQ FT	46.00	70.00	3,220.00
				<b>TOTAL</b>	<b>\$133,693.03</b>
				<b>(1) 100% CITY COST</b>	<b>\$133,693.03</b>

Data is considered Non-public prior to project award under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.





(4) 80% AID FEDERAL, 10% STATE, 10% CITY (CAPPED); REMAINDER 100% CITY  
(P) = PLAN QUANTITY

1054063

ITEM NUMBER	SP 164-010-087 SIGNAL SYSTEM WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2021.501	MOBILIZATION	LUMP SUM	0.10	235,000.00	23,500.00
2031.502	FIELD OFFICE	EACH	0.10	40,000.00	4,000.00
2104.502	REMOVE SIGNAL SYSTEM A	EACH	1.00	13,877.05	13,877.05
2563.601	TRAFFIC CONTROL	LUMP SUM	0.10	166,700.86	16,670.09
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM A	SYSTEM	1.00	311,953.08	311,953.08
				<b>TOTAL</b>	<b>\$370,000.22</b>
	(4) 80% AID FEDERAL COST	\$296,000.17	CAPPED	\$810,566.36	
	10% STATE COST	\$37,000.02	CAPPED	\$101,320.79	
	<b>10% CITY COST</b>	<b>\$37,000.02</b>	<b>CAPPED</b>	<b>\$101,320.79</b>	
	<b>100% CITY COST</b>	<b>\$0.00</b>			
	***REMAINING AID FEDERAL-AID FUNDING FOR INFORMATION ONLY***			\$514,566.19	
	***REMAINING AID FEDERAL-AID MATCH FOR INFORMATION ONLY***			\$128,641.55	

(5) 50% STATE, 50% CITY

ITEM NUMBER	CITY FURNISHED MATERIALS WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (5)
	CITY FURNISHED MATERIALS - TRAFFIC CONTROL SIGNAL SYSTEM A	EACH	1.00	51,238.89	51,238.89
				<b>TOTAL</b>	<b>\$51,238.89</b>
	(7) 50% STATE COST	\$25,619.45			
	<b>50% CITY COST</b>	<b>\$25,619.45</b>			

**CITY OF SAINT PAUL**

**RESOLUTION**

IT IS RESOLVED that the City of Saint Paul enter into MnDOT Agreement No. 1054063 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the storm sewer, sanitary sewer, signs, lighting, signal system revision, and signal system construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 51 (Snelling Avenue) from Montreal Avenue to Ford Parkway within the corporate City limits under State Project No. 164-010-087 and No. 6215-117 (TH 51=125).

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 Saint Paul at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
  
Notary Public \_\_\_\_\_  
  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Type or Print Name)  
  
\_\_\_\_\_  
(Title)