

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

State Project Number (SP):	<u>6229-37</u>	Total City Obligation	
State Project Number (SP):	<u>164-010-075</u>	<u>\$1,446,824.65</u>	
State Aid Project Number (SAP):	<u>164-010-082</u>	Anticipated City HSIP Federal-Aid	
Trunk Highway Number (TH):	<u>5=109</u>	<u>\$818,454.51</u>	
State Project Number (SP):	<u>6230-30</u>	City Non-Federal-Aid	
State Aid Project Number (SAP):	<u>062-665-063</u>	<u>\$461,843.75</u>	
Trunk Highway Number (TH):	<u>5=045</u>	Total County Obligation	
Federal Project Number (FP):	<u>STBG-HSIP 6223(187)</u>	<u>\$459,106.12</u>	
Lighting System Feed Point:	<u>City</u>	Anticipated Remaining City HSIP	
Signal System "A" ID:	<u>1736908</u>	Federal-aid	
Signal System "B" ID:	<u>4029002</u>	<u>\$261,545.49</u>	
Signal System "C" ID:	<u>1736907</u>	County Non-Federal-Aid	
Signal System "D" ID:	<u>1734976</u>	<u>\$197,560.63</u>	
Signal System "E" ID:	<u>5072434</u>		

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

Recitals

1. The State will perform storm sewer, ADA improvements, lighting, and signal system construction and other associated construction upon, along, and adjacent to Trunk Highway No. 5 from Mendota Street to Trunk Highway No. 120 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 6229-37 (TH 5=109), State Project No. 164-010-075, and State Aid Project No. 164-010-082; State Project No. 6230-30 (TH 5=045), and State Aid Project No. 062-665-063 (Project); and
2. The City has requested the State include in its Project aesthetic lighting, signal system, and signal system painting construction; and
3. The City wishes to participate in the costs of the signal systems, signal system painting, aesthetic lighting, ADA improvements, and manhole casting assembly adjustments construction. The City will participate in construction engineering costs for a portion of the said construction as outlined in this Agreement; and
4. The City will receive credits from the State and the County for City Furnished Materials (CFM) as outlined in this Agreement; and
5. The County has requested the State include in its Project signal system revision construction; and

6. The County wishes to participate in the costs of the signal system, signal system revision, and City Furnished Materials construction and associated construction engineering; and
7. The City applied for and received Highway Safety Improvement Program (HSIP) Federal-aid funds. The City has transferred the City HSIP Federal-aid funds to the State. The City HSIP Federal-aid funds will be used for signal system and signal system painting construction. The City is allowing the remaining City HSIP Federal-aid funds to be used by the County for County signal system construction costs as outlined in this Agreement; and
8. The federally eligible City and County participation construction and associated construction engineering will be reduced by the amount of City HSIP Federal-aid funding for said construction and associated construction engineering; and
9. The State will share in the cost of signal system construction on the State Trunk Highway after the capped amounts of City HSIP Federal-aid and said Federal-aid matches available have been exhausted; and
10. Agreement No. 1046986 between the State and the City addresses maintenance required of the City on Minnehaha Avenue, including but not limited to, roadway, storm sewer, and sidewalk maintenance. Additional City maintenance will be outlined in this Agreement; and
11. Agreement No. 1052612 between the State and Saint Paul Regional Water Services will address the gate valve adjustments located in the Project area; and
12. Agreement No. 95693 between the State and City of Maplewood will address any maintenance required for the intersection of Minnehaha Avenue and Stillwater Road not included in this Agreement; and
13. Agreement No. 1051906 between the State and the City will address a detour needed for the Project; and
14. Agreement No. 1051905 between the State and the County will address a detour needed for the Project; and
15. The City and the County have a separate agreement that defines maintenance, electrical services, and associated costs for the signal systems that are being constructed and revised as part of this Project; and
16. 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
17. 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; 11. Liability; Worker Compensation Claims; 13. State Audits; 14. Government Data Practices; 17. Governing Law; Jurisdiction; Venue; and 19. Force Majeure; 20. Counterparts; 21. 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. 6229-37 (TH 5=109), State Project No. 164-010-075, and State Aid Project No. 164-010-082; State Project No. 6230-30 (TH 5=045), and State Aid Project No. 062-665-063 are on file in the office of the Commissioner of Transportation at Saint 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 Engineer, in the office of the Interim County Engineer, 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 signal system and lighting 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 signal system and lighting 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 signal system and lighting 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 and County Participation Construction.** The remainder of the City and the County participation construction covered under this Agreement will be open to inspection by the City and the County. If the City or the County believes the City or the County participation

construction covered under this Agreement has not been properly performed or that the construction is defective, the City or the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City and the County 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 and the County 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 and the County 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 and County officials of any proposed addenda and change orders to the construction contract that will affect the City and the County participation construction covered under this Agreement.
- B. The City or the County 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 and the County will submit to the State's Utility Engineer an original permit application for all utilities owned by the City and the County 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).

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 owner of the storm sewer facilities.

4. Signal Systems and EVP Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal Systems and EVP Systems on TH 5 at Forest Street (Signal System "A"), TH 5 at Earl Street (Signal System "B"), and for the Interconnect on TH 5 from 7th Street to Earl Street; TH 5 at Johnson Parkway/County State Aid Highway No. 64 (Signal System "C"); TH 5 at White Bear Avenue/County State Aid Highway No. 65 (Signal System "D"), TH 5 at Ruth Street (Signal System "E"), and for the interconnect on TH 5 to Ruth Street.

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 5 at Forest Street (Signal System "A"), TH 5 at Earl Street (Signal System "B"), and for the Interconnect on TH 5 from 7th Street to Earl Street; TH 5 at Johnson Parkway (Signal System "C"); TH 5 at White Bear Avenue (Signal System "D"), TH 5 at Ruth Street (Signal System "E"), and for the interconnect on TH 5 to Ruth Street.

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 credits, 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, Field Laboratory, and Traffic Control. It is anticipated that City HSIP Federal-aid funding will be available to the State, on behalf of 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 City HSIP Federal-aid funding not applied to the federally eligible City participation construction and associated construction engineering.

- A.** 100 Percent will be the City's rate of cost participation for signal system painting construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I". The City HSIP Federal-aid funds will be applied at a rate of 90 Percent. The Total City HSIP Federal-aid funds are capped at **\$1,080,000.00**.
- B.** 95 Percent will be the City's rate of cost participation in all of the signal system and associated interconnect construction for Signal Systems "A", "B", and "E". The construction includes, but is not limited to, those construction items tabulated on Sheet No. 3 of the Preliminary Schedule "I". The City HSIP Federal-aid funds will be applied at a rate of 90 percent. The total City HSIP Federal-aid funds are capped at **\$1,080,000.00**. If any, remaining City HSIP Federal-aid funds from Signal System "C" will be applied to Signal System "A", "B", and "E" at a rate of 90 percent. Once the City HSIP Federal-aid funds are exhausted, the remainder of Signal System "A", "B", and "E" construction costs will be shared equally between the State and the City as shown in the Schedule "I".
- C.** 92.5 Percent will be the City's rate of cost participation in all of the signal system and associated interconnect construction for Signal System "C". The construction includes, but is not limited to, those construction items tabulated on Sheet No. 6 of the Preliminary Schedule "I". The City HSIP Federal-aid funds will be applied at a rate of 90 percent. The total City HSIP Federal-aid funds are capped at **\$1,080,000.00**. If any, remaining City HSIP Federal-aid funds from Signal System "A", "B", and "E" will be applied to Signal System "C" at a rate of 90 percent. Once the City HSIP Federal-aid funds are exhausted, the remainder of Signal System "C" construction costs will be shared equally between the State, the City, and the County as shown in the Schedule "I".
- D.** 100 Percent will be the City's rate of cost participation in all of the aesthetic lighting construction once the State's capped aesthetic allowance has been exhausted. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 4 of the Preliminary Schedule "I". The State will participate in the aesthetic lighting up to the capped aesthetic allowance of **\$170,000.00**. The City will be responsible for the remainder of the aesthetic lighting construction and associated construction engineering.

- E. 100 Percent will be the City's rate of cost participation in all of the manhole casting assembly adjustments construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 5 of the Preliminary Schedule "I".

- 5.3. Construction Engineering Costs.** The City will have no construction engineering charge for Signal System "A", "B", "C", and "E". The City will have no construction engineering charge for lighting construction. 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 Credits.** The City will furnish five signal system cabinets (City Furnished Materials), according to the Project Plans, to operate Signal Systems "A", "B", "C", "D", and "E" covered under this Agreement. The City will receive credits from both the State and the County for their respective shares of 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. \$1,446,824.65** is the City's estimated share of the costs of the contract construction, including City HSIP Federal-aid, and the 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 HSIP Federal-aid, 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 City HSIP 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. Basis of County Cost

- 7.1. *Schedule "I".*** The Preliminary Schedule "I" includes anticipated County participation construction items, City Furnished Materials lump sum amounts, and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.
- 7.2. *County Participation Construction.*** The County will participate in the following at the percentages indicated. The construction includes the County's proportionate share of item costs for Mobilization, Field Office, Field Laboratory, and Traffic Control.
- A.** 100 Percent will be the County's rate of cost participation in all of the Signal System "D" revision construction up to the capped amount of **\$92,239.00**. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 5 of the Preliminary Schedule "I". Any amount over the said capped amount will be State cost as shown in the Schedule "I".
 - B.** 92.5 Percent will be the County's rate of cost participation in all of the Signal System "C" construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 6 of the Preliminary Schedule "I". The City HSIP Federal-aid funds will be applied at a rate of 90 Percent. The total City HSIP Federal-aid funds are capped at **\$1,080,000.00**. If any, remaining City HSIP Federal-aid funds from Signal System "A", "B", and "E" will be applied to Signal System "C" at a rate of 90 percent. Once the City HSIP Federal-aid funds are exhausted, the remainder of Signal System "C" construction costs will be shared equally between the State, the City, and the County as shown in the Schedule "I".
- 7.3. *Signal System "C" City Furnished Materials.*** The City will furnish one cabinet (City Furnished Materials), according to the Project Plans, to operate Signal System "C" covered under this Agreement. The County's lump sum share for City Furnished Materials is **\$12,809.72**. The County's cost share for City Furnished Materials will be added to the County's total construction cost share as shown in the Schedule "I". The State will collect the County's share of the said City Furnished Materials cost and credit the City through this Agreement.
- 7.4. *Signal System "D" City Furnished Materials.*** The City will furnish signal system components (City Furnished Materials), according to the Project Plans, for the Signal System "D" revision construction covered under this Agreement. The County's lump sum share for City Furnished Materials is **\$51,238.89**. The State will be responsible for the remainder of the revision construction costs as shown in the Schedule "I". The State will collect the County's share of the said City Furnished Materials cost and credit the City through this Agreement.
- 7.5. *Construction Engineering Costs.*** The County will pay a construction engineering charge equal to 8 percent of the total County participation construction covered under this Agreement.

- 7.6. *Plan Changes, Additional Construction, Etc.*** The County will share in the costs of construction contract addenda and change orders that are necessary to complete the County participation construction covered under this Agreement, including any County requested additional work and plan changes.

The State reserves the right to invoice the County for the cost of any additional County requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

- 7.7. *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.

8. County Cost and Payment by the County

- 8.1. *County Cost.*** \$459,106.12 is the County's estimated share of the costs of the contract construction, including available City HSIP Federal-aid, City Furnished Materials for Signal System "C", and the 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.

- 8.2. *Conditions of Payment.*** The County will pay the State the County'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 County, including a copy of the Revised Schedule "I".
- B. The County's receipt of a written request from the State for the advancement of funds.

- 8.3. *Acceptance of the County's Cost and Completed Construction.*** The computation by the State of the amount due from the County will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the County as to the satisfactory completion of the contract construction.

- 8.4. *Final Payment by the County.*** 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 County. The Final Schedule "I" will be based on final quantities and include all County participation construction items and the construction engineering cost share covered under this Agreement. The Final Schedule "I" may also include County costs in an amount equal to all City HSIP Federal-aid funding not applied to the federally eligible County participation construction, City Furnished Materials for Signal System "C", and associated construction engineering. If the final cost of the County participation construction exceeds the amount of funds advanced by the County, the County will pay the difference to the State without interest. If the final cost of the County participation construction is less than the amount of funds advanced by the County, the State will refund the difference to the County without interest.

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

9. 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.

9.1. The State's Authorized Representative will be:

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

9.2. The City's Authorized Representative will be:

Name, Title: Nick Peterson, City Engineer (or successor)
Address: 25 West 4th Street, St. Paul, MN 55102
Telephone: (651) 266-6080
Email: nick.peterson@ci.stpaul.mn.us

9.3. The County's Authorized Representative will be:

Name, Title: Brad Estochen, County Engineer (or successor)
Address: 1425 Paul Kirkwood Drive, Arden Hills, MN 55112
Telephone: (651) 266-7120
Email: brad.estochen@co.ramsey.mn.us

10. Assignment; Amendments; Waiver; Contract Complete

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

10.2. 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.

10.3. 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.

10.4. Contract Complete. This Agreement contains all prior negotiations and agreements between the State, the City, and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

11. Liability; Worker Compensation Claims

11.1. 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 and the County.

11.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

12. Nondiscrimination

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

13. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and the County'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.

14. Government Data Practices

The City, the County, and the 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 and the County 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, the County, or the State.

15. 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. If federal funds are included in this Agreement, 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.

16. Telecommunications Certification

By signing this Agreement, the City and the County certify 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 and the County 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 and the County will include this certification as a flow down clause in any contract related to this Agreement.

17. 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.

18. Termination; Suspension

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

18.2. 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 and the County.

18.3. 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.

19. 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.

20. Counterparts

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

21. 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

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: _____

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

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

RAMSEY COUNTY

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.

By: _____
(Ramsey County Engineer)

Date: _____

By: _____
(County Manager)

Date: _____

Approved to as form:

By: _____
(County Attorney)

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

FINAL DRAFT

PRELIMINARY SCHEDULE "I"
Agreement No. 1052411
City of Saint Paul and Ramsey County

SP 6229-37 (TH 5=109), SP 164-010-075, SAP 164-010-082; SP 6230-30 (TH 5=45), SAP 062-665-063

Preliminary: April 13, 2023

FP STBG-HSIP 6223(187)

DRAFT Preliminary: June 30, 2023

ADA improvements, storm sewer, lighting, and signal construction to start approximately July 2023 under

State Contract No. ____ with ____

located on Trunk Highway No. 5 from Mendota Street to Trunk Highway No. 120

CITY COST PARTICIPATION				
	<i>Totals</i>	<i>No Federal Aid</i>	<i>Federal Aid Match</i>	<i>Federal Aid</i>
SP 164-010-075 Signal System "A", "B", and "E" Construction From Sheet No. 3			43,950.00	791,100.00
(1) SP 164-010-075 Signal System "A", "B", and "E" Construction From Sheet No. 3		55,488.12	119.70	2,154.51
SAP 062-665-063 Signal System "C" Construction (HSIP Federal Aid Match) From Sheet No. 6			7,265.15	
(2) Work Item 2565.601 Paint Signal System Work Item From Sheet No. 2			2,800.00	25,200.00
SAP 164-010-082 Lighting Construction From Sheet No. 4		382,718.30		
Anticipated Total Signal System and Lighting Construction Costs	\$1,310,795.78	438,206.42	54,134.85	818,454.51
Manhole Casting Adjustments From Sheet No. 5		125,952.66		
Construction Engineering (8%)		10,076.21		
Anticipated Total Manhole Casting Adjustment Construction Costs	\$136,028.87			
Total City Obligation	\$1,446,824.65			
Total Anticipated HSIP Federal-Aid	(\$818,454.51)			818,454.51
(3) State Cost for City Furnished Materials (CFM) From Sheet No. 7	(\$102,477.78)			
(4) County Cost for City Furnished Materials (CFM) From Sheet No. 7	(\$64,048.61)			
(5) Total City Obligation minus Anticipated Federal-Aid and CFM Credits	\$461,843.75			
COUNTY COST PARTICIPATION				
	<i>Totals</i>	<i>No Federal Aid</i>	<i>Federal Aid Match</i>	<i>Federal Aid</i>
SAP 062-665-063 Revise Signal System "D" Work Item From Sheet No. 5		92,239.00		
SAP 062-665-063 Signal System "C" Construction From Sheet No. 6			7,265.15	261,545.49
County Cost for City Furnished Materials (CFM)		64,048.61		
Anticipated Total Signal System and CFM Construction Subtotals	\$425,098.26	\$156,287.61	\$7,265.15	\$261,545.49
Construction Engineering (8%)		34,007.86		
Total County Obligation	\$459,106.12			
Total Anticipated HSIP Federal-Aid	(\$261,545.49)			\$261,545.49
(6) Total County Obligation minus Anticipated Federal-Aid	\$197,560.63			

(1) Remaining HSIP Federal-Aid and Matches

(2) Signal System Paint will be a lump sum amount based on Contractor unit prices

(3) The City will receive a credit for 50 percent of the City Furnished Materials total cost for Signal System A, B, C, and E (State cost)

(4) The City will receive a credit for 25 percent of Signal System C and 100 percent of Revise Signal System D City Furnished Materials (County cost)

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

(6) Amount of advance County payment as described in Article 8 of the Agreement (estimated amount)

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

(2) 90% HSIP FEDERAL, 5% STATE MATCH, 5% CITY MATCH (CAPPED); REMAINDER 40% STBG FEDERAL, 10% STATE, 50% CITY

ITEM NUMBER	SP 6229-37 AND SP 164-010-075 SIGNAL SYSTEM A, B, AND E WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2021.501	MOBILIZATION	LUMP SUM	0.07	479,334.90	33,553.44
2031.502	FIELD OFFICE	EACH	0.07	41,040.00	2,872.80
2031.502	FIELD LABORATORY	EACH	0.07	13,680.00	957.60
2104.502	REMOVE SIGNAL SYSTEM A	EACH	1.00	15,631.68	15,631.68
2104.502	REMOVE SIGNAL SYSTEM B	EACH	1.00	16,474.14	16,474.14
2104.502	REMOVE SIGNAL SYSTEM E	EACH	1.00	11,400.00	11,400.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.07	75,394.95	5,277.65
2565.501	TRAFFIC CONTROL INTERCONNECT	LUMP SUM	1.00	36,994.14	36,994.14
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM A	EACH	1.00	288,762.35	288,762.35
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM B	EACH	1.00	313,686.34	313,686.34
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM E	EACH	1.00	266,760.00	266,760.00
				TOTAL	\$992,370.15
	(2) 90% HSIP FEDERAL	\$791,100.00			
	5% STATE MATCH	\$43,950.00			
	5% CITY MATCH	\$43,950.00			
	REMAINING HSIP FEDERAL-AID FROM SIGNAL SYSTEM C (IF ANY)				
	REMAINING HSIP FEDERAL-AID	\$2,154.51			
	REMAINING HSIP FEDERAL-AID STATE MATCH	\$119.70			
	REMAINING HSIP FEDERAL-AID LOCAL MATCH	\$7,384.85			
	90% HSIP FEDERAL	\$2,154.51			
	5% STATE MATCH	\$119.70			
	5% CITY MATCH	\$119.70			
	REMAINDER OVER THE CAPPED HSIP FEDERAL-AID WILL BE SPLIT BETWEEN STATE STBG FEDERAL, STATE MATCH, AND CITY				
	(2) 50% STATE COST	\$55,488.12			
	80% STBG FEDERAL	\$44,390.50			
	20% STATE MATCH	\$11,097.62			
	50% CITY COST	\$55,488.12			

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

(5) 100% COUNTY FUNDS (CAPPED) (STATE AID FUNDS); REMAINDER 80% STBG FEDERAL, 20% STATE MATCH

(6) 90% HSIP FEDERAL, 5% STATE, 2.5% CITY, 2.5% COUNTY (CAPPED); REMAINDER 40% STBG FEDERAL, 10% STATE, 25% CITY, 25% COUNTY

ITEM NUMBER	SAP 062-664-009 AND SP 6229-37 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (6)
2104.502	REMOVE SIGNAL SYSTEM C	EACH	1.00	16,856.00	16,856.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM C	SYSTEM	1.00	273,750.10	273,750.10
				TOTAL	\$290,606.10
	(6) 90% HSIP FEDERAL	\$261,545.49			
	5% STATE MATCH	\$14,530.31			
	2.5% CITY MATCH	\$7,265.15			
	2.5% COUNTY MATCH	\$7,265.15			
	REMAINING HSIP FEDERAL-AID FROM SIGNAL SYSTEM A, B, AND E (IF ANY)				
	REMAINING HSIP FEDERAL-AID	\$0.00			
	REMAINING HSIP FEDERAL-AID STATE MATCH	\$0.00			
	REMAINING HSIP FEDERAL-AID LOCAL MATCH	\$0.00			
	90% HSIP FEDERAL	\$0.00			
	5% STATE MATCH	\$0.00			
	2.5% CITY MATCH	\$0.00			
	2.5% COUNTY MATCH	\$0.00			
	REMAINDER OVER THE CAPPED HSIP FEDERAL-AID WILL BE SPLIT BETWEEN STATE STBG FEDERAL, STATE MATCH, AND CITY				
	(6) 50% STATE COST	\$0.00			
	80% STBG FEDERAL	\$0.00			
	20% STATE MATCH	\$0.00			
	25% CITY COST	\$0.00			
	25% COUNTY COST	\$0.00			

(7) 50% CITY, 50% STATE

(8) 50% STATE, 25% CITY, 25% COUNTY

ITEM NUMBER	CITY FURNISHED MATERIALS WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST
	CITY FURNISHED MATERIALS - TRAFFIC CONTROL SIGNAL SYSTEM A	EACH	1.00	51,238.89	51,238.89
	CITY FURNISHED MATERIALS - TRAFFIC CONTROL SIGNAL SYSTEM B	EACH	1.00	51,238.89	51,238.89
	CITY FURNISHED MATERIALS - TRAFFIC CONTROL SIGNAL SYSTEM E	EACH	1.00	51,238.89	51,238.89
				TOTAL	\$153,716.67
	(7) 50% CITY COST	\$76,858.34			
	50% STATE COST	\$76,858.34			
	CITY FURNISHED MATERIALS - TRAFFIC CONTROL SIGNAL SYSTEM C	EACH	1.00	51,238.89	51,238.89
				TOTAL	\$51,238.89
	(8) 50% STATE COST	\$25,619.45			
	25% CITY COST	\$12,809.72			
	25% COUNTY COST	\$12,809.72			
	CITY FURNISHED MATERIALS - REVISE SIGNAL SYSTEM D	EACH	1.00	51,238.89	51,238.89
				TOTAL	\$51,238.89
	100% COUNTY COST	\$51,238.89			
	TOTAL STATE COST FOR CITY FURNISHED MATERIALS	\$102,477.78			
	TOTAL COUNTY COST FOR CITY FURNISHED MATERIALS	\$64,048.61			
	*STATE COST AND COUNTY COST FOR CITY FURNISHED MATERIALS WILL BE SHOWN AS CREDITS TO THE CITY				

CITY OF SAINT PAUL

RESOLUTION

IT IS RESOLVED that the City of Saint Paul enter into MnDOT Agreement No. 1052411 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 signal systems, signal system painting, aesthetic lighting, ADA improvements, and manhole casting assembly adjustments construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 5 from Mendota Street to Trunk Highway No. 120 according within the corporate City limits under State Project No. 6229-37 (TH 5=109), State Project No. 164-010-075, and State Aid Project No. 164-010-082; State Project No. 6230-30 (TH 5=045), and State Aid Project No. 062-665-063 (Project).

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 _____, 2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2023

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)



Board of Commissioners
Resolution
B2021-040

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Sponsor: Public Works

Meeting Date: 2/16/2021

Title: 2021 - 2025 Transportation Improvement Program

File Number: 2021-037

Background and Rationale:

In order to qualify for state and federal funding and to proceed with construction projects, the Ramsey County Board of Commissioners must approve the Public Works 5-year Transportation Improvement Program (TIP). The TIP is a planning document and funding estimates identified in the TIP are reflected in the County's Capital Improvements Program Budget. Similar programs have been developed each year since 1988.

The Public Works Department, annually, prepares the TIP using a collaborative process whereby the County solicits projects and input from area municipalities. Project inclusion in the TIP is based on a cooperative dialogue with municipal and state partners, along with technical analysis and consideration of funding opportunities. While funding limits will continue to challenge program delivery, communication and engagement with municipal partners ensures local needs and priorities are examined and addressed to the extent possible.

Projects included in the TIP are also looked at through the lens of the Ramsey County All Abilities Transportation Network (AATN) policy, which prioritizes the most vulnerable users (i.e. pedestrians, bicyclists, people with disabilities) first.

The design, construction and right of way costs identified in the TIP are estimates based on best practices in the industry. The funding landscape for transportation projects can be volatile and the ultimate delivery of the TIP is dependent on future funding levels. Partnering on projects with area communities, bordering counties, the Minnesota Department of Transportation and other state agencies will continue to be a critical way for Ramsey County to get the most from our available funds.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Adopt the 2021-2025 Public Works Transportation Improvement Program (TIP).
2. Authorize the County Engineer to prepare plans and agreements for all projects identified in the TIP, and to issue solicitations in accordance with County policies and procedures and the Minnesota Department of Transportation's list of "Pre-Qualified Vendors by Work Type".
3. Authorize the County Engineer to execute Right of Way Plats and Certificate of Surveys for Highway projects that require the determination of existing right of way for the delineation and /or acquisition of property, for planning studies or disposition of excess County property.
4. Authorize the County Manager to enter into contracts and agreements, and execute change orders and amendments to contracts, supplemental agreements, and agreements related to the expenditure of TIP Project Funds utilizing County State Aid, Federal, and participating funding associated with the construction of the approved projects in the 2021-2025 or a previously approved TIP in accordance with the County's procurement policies and procedures.
5. Authorize the County Engineer and County Attorney to acquire temporary easements, permanent easements, fee title, and enter into Limited Use Permits with the State of Minnesota for projects in the 2021-2025 TIP, or previously approved TIP, by negotiation or condemnation.
6. Authorize the County Engineer to approve negotiated settlements for up to \$100,000 over the County's appraised value per parcel for temporary and permanent easements and fee title.
7. Authorize the County Manager to approve and execute purchase agreements, settlements, closing documents, Limited Use Permits, and other related real estate documentation associated with County Board approved acquisitions of real property.
8. Authorize the County Manager to approve and execute cooperative agreements and maintenance agreements with cities, counties, the State, and other governmental agencies for their participation in projects listed in the 2021-2025 Public Works TIP or previously approved TIP.
9. Authorize temporary cash loans from the County General Fund to the Road and Bridge Capital Improvement Program fund and the Wheelage Tax fund for costs of projects listed in the 2021-2025 Public Works Transportation Program, or previously approved TIP, and for maintenance project expenditures occurring before bond or wheelage tax proceeds are received pending receipt of Federal, County State Aid Highway, State, participating funds.

A motion to approve was made by Commissioner McGuire, seconded by Commissioner MatasCastillo.

Motion passed.

Aye: - 7: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

By: 
Janet Guthrie