

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

State Project Number:	<u>6280-461</u>
Trunk Highway Number:	<u>35E=113</u>
State Aid Project Numbers:	<u>164-137-010, 164-113-025</u>
City Project Number:	<u>25-P-1503</u>
Lighting System Feed Point:	<u>A</u>
Signal System ID:	<u>1736725 (39073)</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 City will perform grading, concrete paving, curb and gutter, bituminous paving, concrete sidewalk, traffic signals, lighting, storm sewer, striping, and signing construction, and other associated construction upon, along, and adjacent to Trunk Highway (TH) 35E on University Avenue East from Regions Hospital to Lafayette Road according to City-prepared plans, specifications, and special provisions designated by the City as City Project 25-P-1503, and as State Aid Projects (SAP) 164-137-010 and SAP 164-113-025, and by the State as State Project 6280-461 (TH 35E=113) ("Project"); and
2. The City requests the State allow drainage, sidewalk, shared use path, landscaping, city utilities, lighting, and traffic control signal system revision construction, and the State is willing to allow said construction; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

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

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 9. Liability; Worker Compensation Claims; Insurance; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 6. Signal System and Emergency Vehicle Preemption System 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.** State-approved City plans, specifications, and special provisions designated by the City as City Project 25-P-1503, and as SAP 164-137-010 and SAP 164-113-025,

and by the State as State Project 6280-461 (TH 35E=113) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").

- 1.5. Exhibits.** Exhibit A – Drainage Ownership and Maintenance, Exhibit B – Shared Use Path and Sidewalk Ownership and Maintenance, Exhibit C – Landscaping Ownership and Maintenance, and Exhibit D – Lighting Ownership and Maintenance are on file in the office of the City's Project Manager and attached and incorporated into this Agreement.

2. Right-of-Way Use

- 2.1. Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may notify and require the City (and its contractors and consultants) to suspend their operations until the City (and its contractors and consultants) take all necessary actions to rectify the situation to the satisfaction of the State. The State will have no liability to the City (or its contractors or consultants) for exercising or failing to exercise its rights under this provision.
- 2.3. Traffic Control; Worker Safety.** While the City (and its contractors and consultants) are occupying the State's Trunk Highway Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's Trunk Highway Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. State Ownership of Improvements.** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.

3. Contract Award and Construction

- 3.1. Contract Terms.** The City's contract with its construction contractor(s) must include the following terms:

- A. A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's Right-of-Way; and
- B. A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and
- C. A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.

3.2. Direction, Supervision, and Inspection of Construction.

- A. The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The City will give the State Aid Agreements Engineer at Roseville five days' notice of its intention to start the contract construction.
- B. Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

3.3. Completion of Construction. The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.4. Compliance with Laws, Ordinances, and Regulations. The City will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.

4. Right-of-Way; Easements; Permits

- 4.1.** The City will, without cost or expense to the State, obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction.
- 4.2.** The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3.** The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.
- 4.4.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed 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).

5. Maintenance by the City

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

- 5.1. Drainage Elements.** Routine maintenance of any drainage elements construction, not including culverts, as shown on Exhibit A – Drainage Ownership and Maintenance. Routine maintenance includes removal of

sediment, debris, vegetation, and ice from grates and catch basins; replacement of grates or manhole covers; and pavement repair around manholes and catch basins; and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation. The City will inform the State's District Maintenance Engineer of any needed repairs when conducting routine drainage maintenance on trunk highway right of way.

- 5.2. *Municipal Utilities.*** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 5.3. *Sidewalks.*** Maintenance of any sidewalk construction, including pedestrian refuge islands, stamped and colored concrete sidewalk (if any), and pedestrian ramps, as shown on Exhibit B – Shared Use Path and Sidewalk Ownership and Maintenance. Maintenance includes, but is not limited to, patching, removing trip hazards (other than panel replacement), keeping the facilities usable during winter to the local standard, sweeping, debris removal, vegetation control, signs, and pavement markings.
- 5.4. *Shared Use Path.*** The City will provide routine and minor maintenance of the Shared Use Path on TH 35E Right-of-Way, as shown on Exhibit B – Shared Use Path and Sidewalk Ownership and Maintenance. Routine/minor maintenance may include, but is not limited to, patching, removing trip hazards, keeping the facilities usable during winter to the local standard, sweeping, debris removal, vegetation control, signs, and pavement markings. If the City fails to perform its maintenance services under this Article in compliance with applicable laws, the State will provide the City with a notice of non-compliance. Within three business days of sending the notice of non-compliance, the State's District Maintenance Engineer and the City engineer will meet to discuss the City's performance of maintenance and decide upon next steps to remedy any non-compliant performance. If the parties cannot agree upon a remedy, the State may perform such obligation and the City shall reimburse the State for the cost thereof, plus 10 percent of such cost for overhead and supervision within 30 days of receipt of the State's invoice. The State and the City agree that full pavement replacement is outside of routine/minor maintenance, and the State and the City will share in the cost of pavement replacement according to the State's *Cost Participation and Maintenance Responsibilities with Local Units of Government Manual*, as amended or revised.
- A. *Right-of-Way Access.*** The State authorizes the City to enter upon State Right-of-Way to perform the maintenance activities described in this Article. The City must notify and coordinate with the State's District Maintenance Engineer prior to accessing State Right-of-Way. While the City is occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- B. *Environmental.*** The City shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's Right-of-Way. In the event of spillage of regulated materials, the City shall immediately notify the State's Authorized Representative in writing and shall provide for cleanup of the spilled material and any materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the City.
- 5.5. *Landscaping.*** The City will perform or provide for all future maintenance of the landscaping to be planted along TH 35E as shown on Exhibit C – Landscaping Ownership and Maintenance. Such maintenance will be performed without cost or expense to the State. Maintenance includes, but is not limited to, watering, weeding, fertilizing, and pruning to ensure the health of the vegetation and that appropriate clear zones and sight lines are maintained, removal of diseased trees, full replacement and/or removal, and any other

maintenance activities necessary to perpetuate the landscaping in a safe, usable, and aesthetically pleasing condition.

- 5.6. *Lighting.*** Maintenance and ownership of the lighting facilities construction on Feed Point A, as shown on Exhibit D – Lighting Ownership and Maintenance. 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.
- 5.7. *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.

6. Signal System and Emergency Vehicle Preemption System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and Emergency Vehicle Preemption (EVP) System on the TH 35E southbound ramp at University Avenue East and for the Interconnect along University Avenue East between 12th Street and Mississippi Street.

- 6.1. *Power.*** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad(s) or pole(s) and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and Interconnect.
- 6.2. *Minor Signal System Maintenance.*** The City will provide for the following, without cost to the State.
- A.** 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 American Association of State Highway and Transportation Officials (AASHTO) levels for the installation.
 - B.** Replace the Signal System(s) 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.
 - C.** Clean the Signal System controller cabinet and service cabinet exteriors.
 - D.** Clean and paint the Signal System and luminaire mast arm extensions. The painted equipment will undergo visual inspection over its lifespan by the State. In the event the State determines the equipment requires repainting, the City will be responsible for performing repainting in a timely manner. Painting will be in accordance with MnDOT Standard Specification 2565.3U, unless approved by the State's District Traffic Engineer. If the City does not comply with the maintenance terms as stated, the State may paint the equipment and invoice the City for 100 percent of the cost of the repainting.
 - E.** Paint and maintain the pedestrian crosswalk markings.

6.3. Major Signal System Maintenance. The City will provide for the following, without cost to the State.

- A. Interconnect; Timing; Other Maintenance.** The City will maintain the Interconnect and signing, and perform all other Signal System, Accessible Pedestrian Signals (APS), and signal pole luminaire circuit maintenance without cost to the State. All Signal System timing will be determined by the City and maintained and modified as needed by the City. Adjustments of said signal timing may be determined by the State, through the Commissioner of Transportation, and no changes shall be made thereafter except with approval of the State..
- B. EVP System Operation.** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:
- i. All maintenance of the EVP System must 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 a list of all vehicles with emitter units, if requested by the State.
 - iii. Malfunction of the EVP System must be reported to the State immediately.
 - iv. In the event the EVP System 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 System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
 - v. All timing of the EVP System will be determined by the City.

6.4. 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.

6.5. Related Agreements. This Agreement will supersede and terminate the operation and maintenance terms of any previous agreements between the parties for the Signal System and EVP System on the TH 35E southbound ramp at University Avenue East.

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, Saint Paul, MN 55155
Telephone: (651) 366-4634
Email: malaki.ruranika@state.mn.us

7.2. The City's Authorized Representative will be:

Name, Title: Don Pflaum, Project Manager (or successor)
Address: 800 City Hall Annex, 25 Fourth Street West, Saint Paul, MN 55102
Telephone: (651) 266-9147
Email: don.pflaum@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; Insurance

- 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, 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. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 9.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 9.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

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. 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.

14. Termination; Suspension

14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

14.2. *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 payment or the provision of the services covered here. Termination must be by written or fax notice to the City. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

14.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement.

15. 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.

16. Counterparts

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

17. 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.]

MnDOT Contract: 1061967

City Contract: _____

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: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

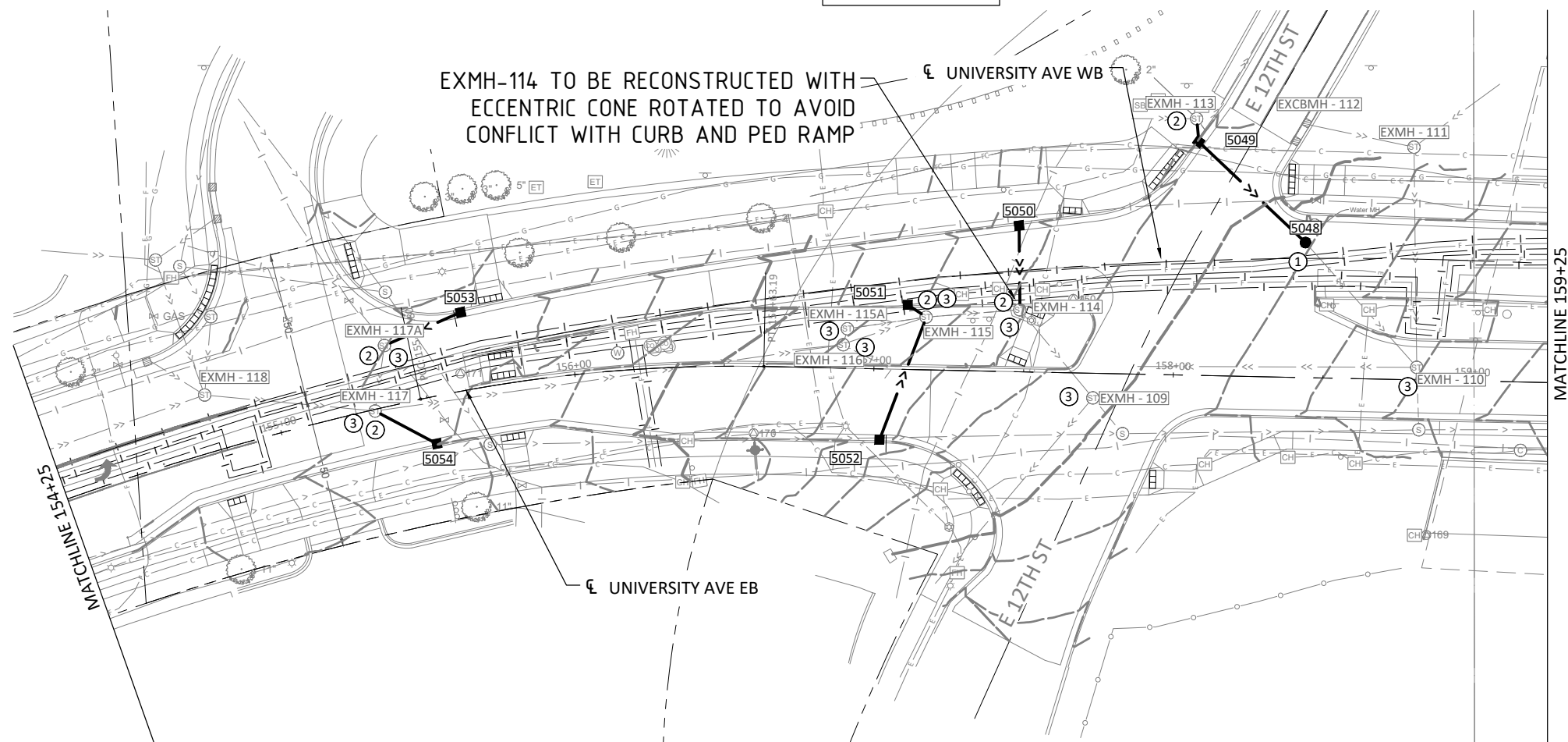
COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

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

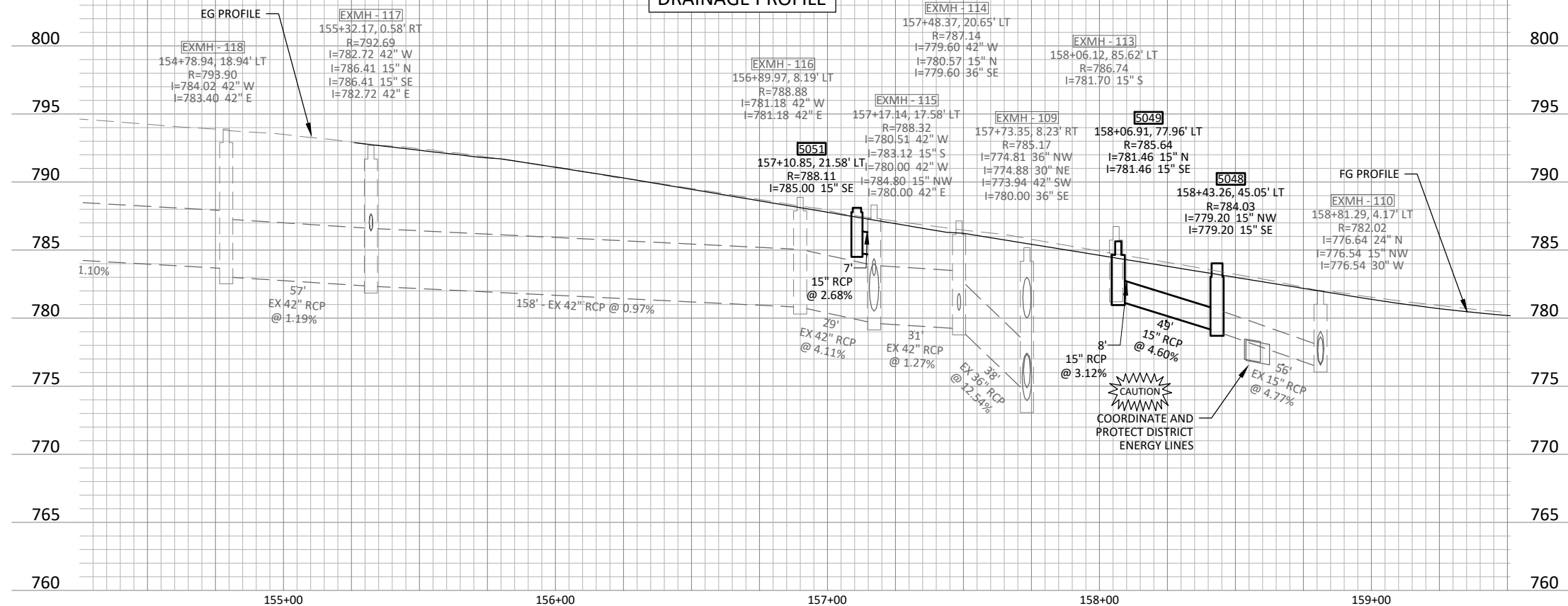
DRAINAGE PLAN



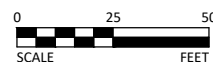
LEGEND

- | | |
|---|--|
| ----- | CONSTRUCTION LIMITS |
| ----- | TEMPORARY EASEMENT |
| ----- | PROPOSED PERMANENT EASEMENT |
| ----- | EXISTING RIGHT-OF-WAY |
| ----- | EXISTING PERMANENT EASEMENT |
| ----- | EXISTING RR RIGHT-OF-WAY |
|  | SUPERELEVATION TRANSITION FT/FT |
|  | GREEN INFRASTRUCTURE AREAS W/ ID# |
|  | WETLAND |
|  | EXISTING STORM SEWER PIPE |
|  | PROPOSED STORM SEWER PIPE |
|  | PROPOSED DRAIN TILE |
|  | PROPOSED STORM SEWER STRUCTURES |
| ① | CONNECT TO EXISTING STORM SEWER |
| ② | CONNECT INTO EXISTING DRAINAGE STRUCTURE |
| ③ | ADJUST FRAME RING & CASTING. |

DRAINAGE PROFILE



DESIGNED	NO.	ISSUED FOR	DATE
DRAWN			
CHECKED			
CLIENT PROJ. NO. XXXXXXXXXX			



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNER'S NAME
LIC. NO. XXXXX DATE MM/DD/YYYY

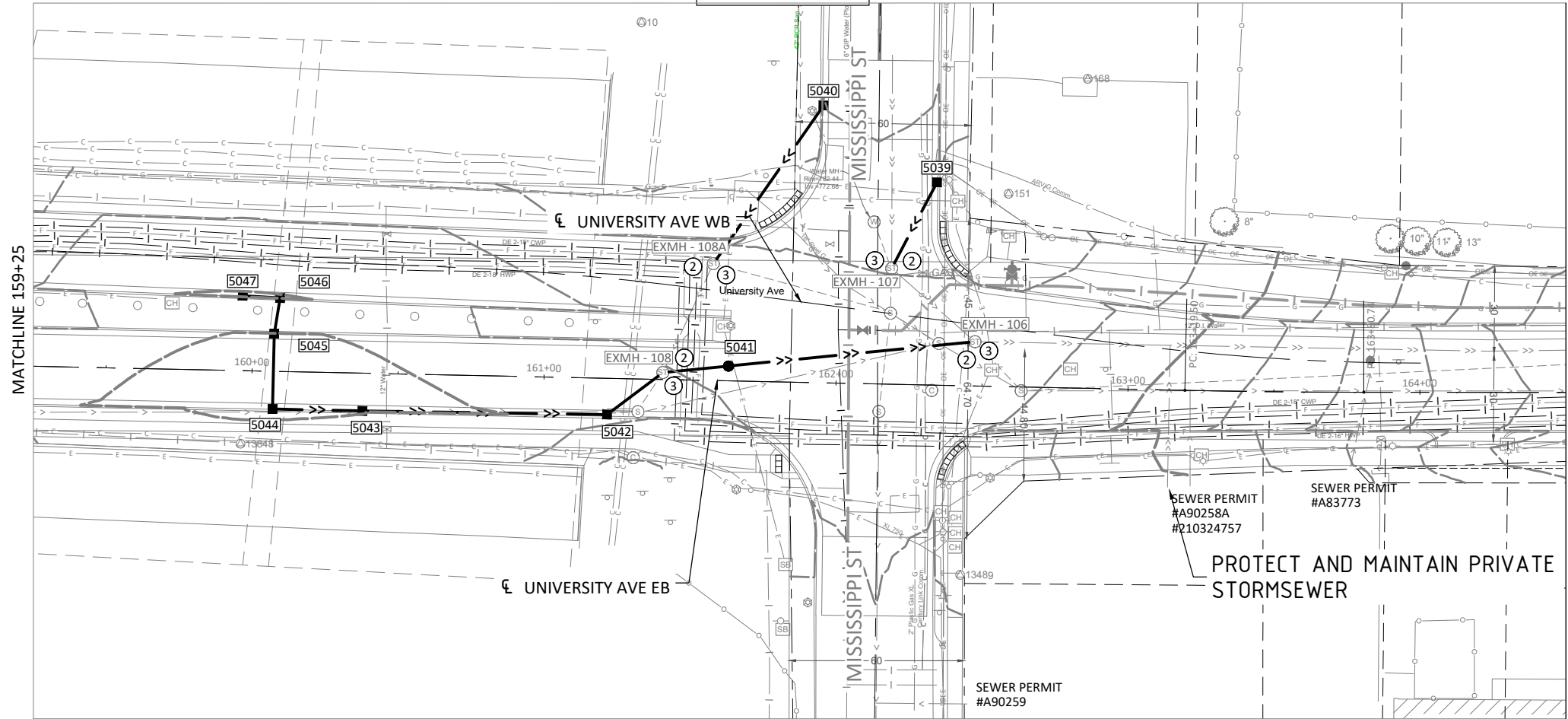


111 WASHINGTON AVE S, SUITE 650
MINNEAPOLIS, MN 55401
Phone: (612) 416-0220
Email: Minneapolis@bolton-menk.com
www.bolton-menk.com

PREPARED FOR THE CITY OF SAINT PAUL, DEPARTMENT OF PUBLIC WORKS
UNIVERSITY AVENUE RECONSTRUCTION PROJECT
L'ORIENT ST TO LAFAYETTE RD
DRAINAGE PLAN & PROFILE

PROJECT: XXXXXXXXX	STATE PROJECT NO.: 164-137-010, 164-113-025	
DRAWER:	CAD DRAWING NAME: 133112C501.dwg	
DWG. NO.	DATE: 2025-12-18	SHEET NO. 110 OF 244 SHEETS

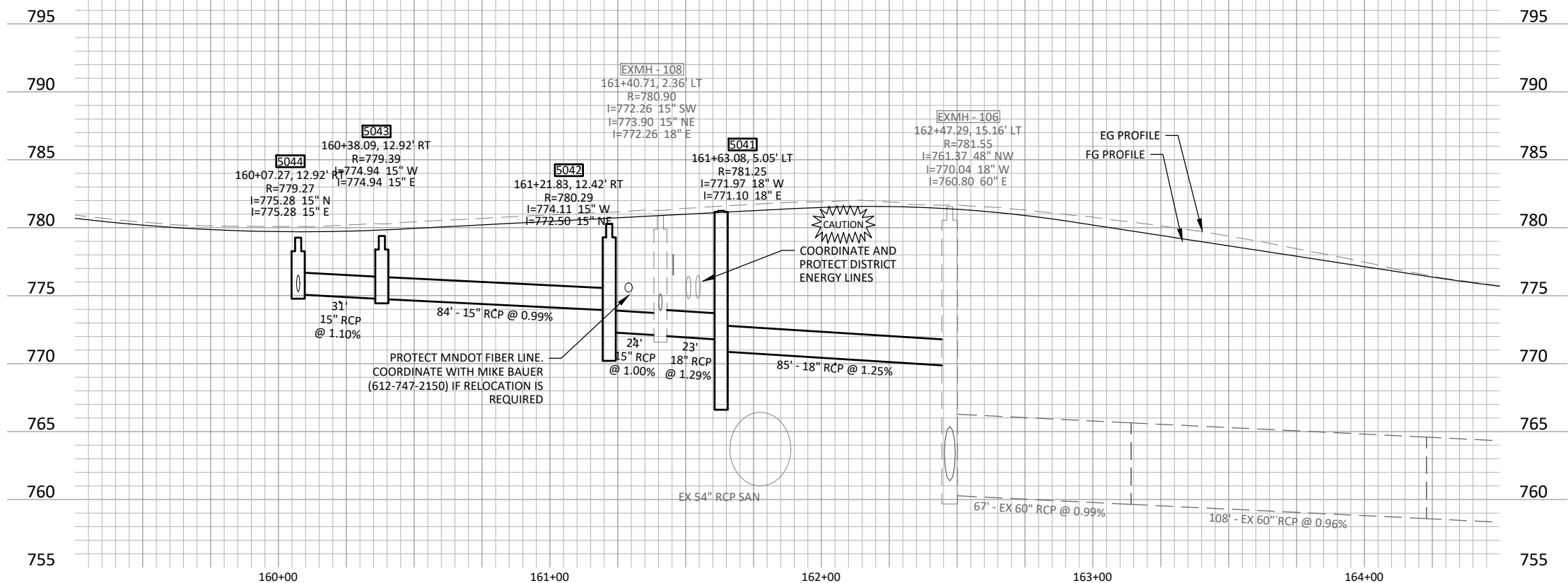
DRAINAGE PLAN



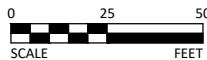
LEGEND

- CONSTRUCTION LIMITS
- TEMPORARY EASEMENT
- PROPOSED PERMANENT EASEMENT
- EXISTING RIGHT-OF-WAY
- EXISTING PERMANENT EASEMENT
- EXISTING RR RIGHT-OF-WAY
- SUPERELEVATION TRANSITION FT/FT
- GREEN INFRASTRUCTURE AREAS W/ ID#
- WETLAND
- EXISTING STORM SEWER PIPE
- PROPOSED STORM SEWER PIPE
- PROPOSED DRAINTILE
- PROPOSED STORM SEWER STRUCTURES
- CONNECT TO EXISTING STORM SEWER
- CONNECT INTO EXISTING DRAINAGE STRUCTURE
- ADJUST FRAME RING & CASTING.

DRAINAGE PROFILE



DESIGNED	NO.	ISSUED FOR	DATE
DRAWN			
CHECKED			
CLIENT PROJ. NO.	XXXXXXXXXX		



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

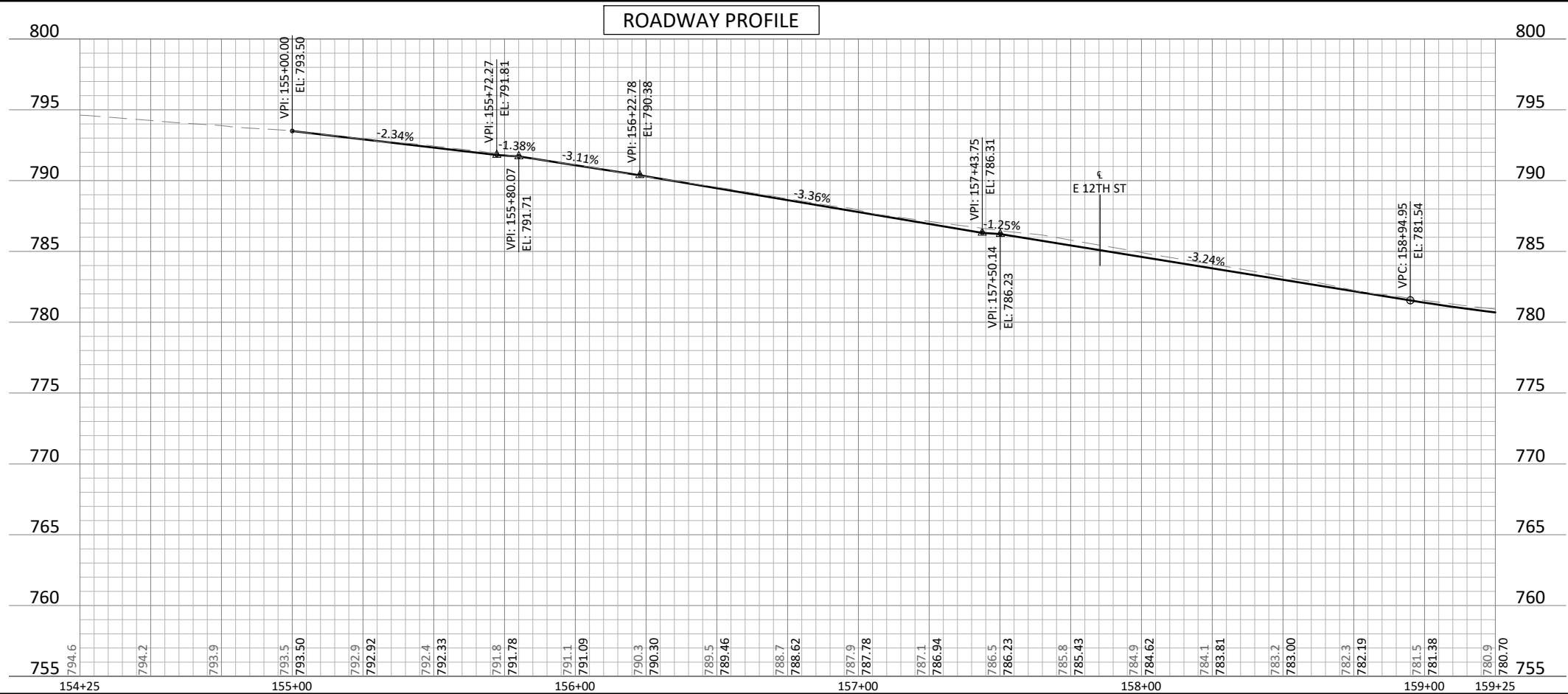
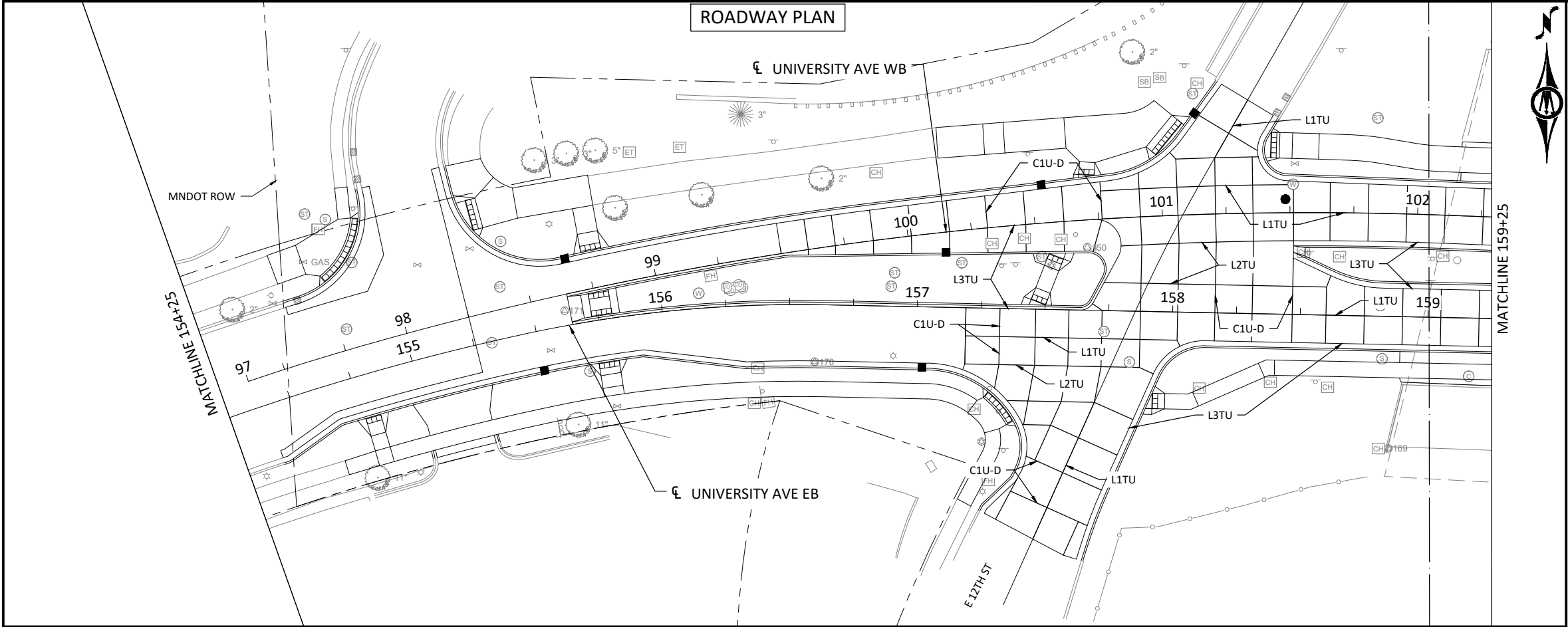
SIGNER'S NAME: XXXXX
LIC. NO.: XXXXX DATE: MM/DD/YYYY



111 WASHINGTON AVE S, SUITE 650
MINNEAPOLIS, MN 55401
Phone: (612) 416-0220
Email: Minneapolis@bolton-menk.com
www.bolton-menk.com

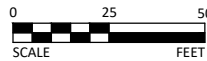
PREPARED FOR THE CITY OF SAINT PAUL, DEPARTMENT OF PUBLIC WORKS
UNIVERSITY AVENUE RECONSTRUCTION PROJECT
L'ORIENT ST TO LAFAYETTE RD
DRAINAGE PLAN & PROFILE

PROJECT: XXXXXXXXX	STATE PROJECT NO.: 164-137-010, 164-113-025
DRAWER:	CAD DRAWING NAME: 133112C501.dwg
DWG. NO.	DATE: 2025-12-18 SHEET NO. 111 OF 244 SHEETS



© Bolton & Menk, Inc. 2025. All Rights Reserved

DESIGNED	NO.	ISSUED FOR	DATE
DRAWN			
CHECKED			
CLIENT PROJ. NO.			
25-P-1503			



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

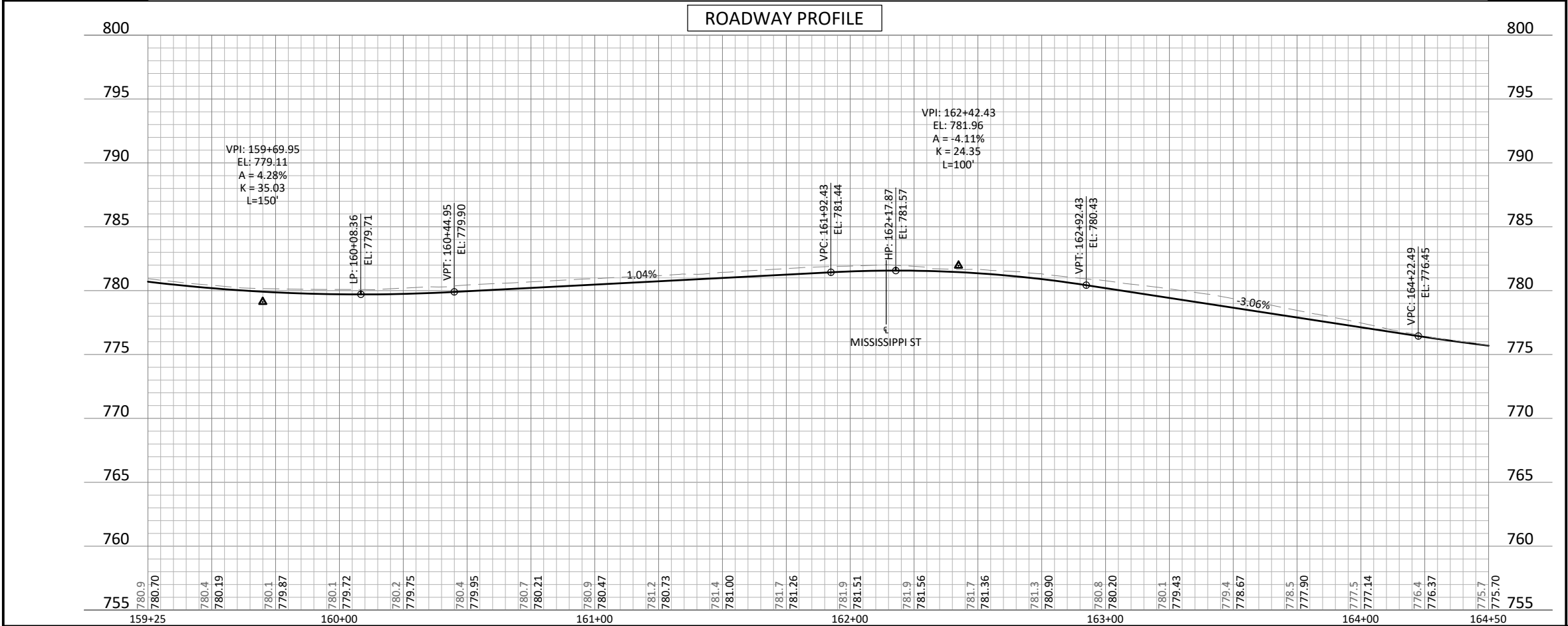
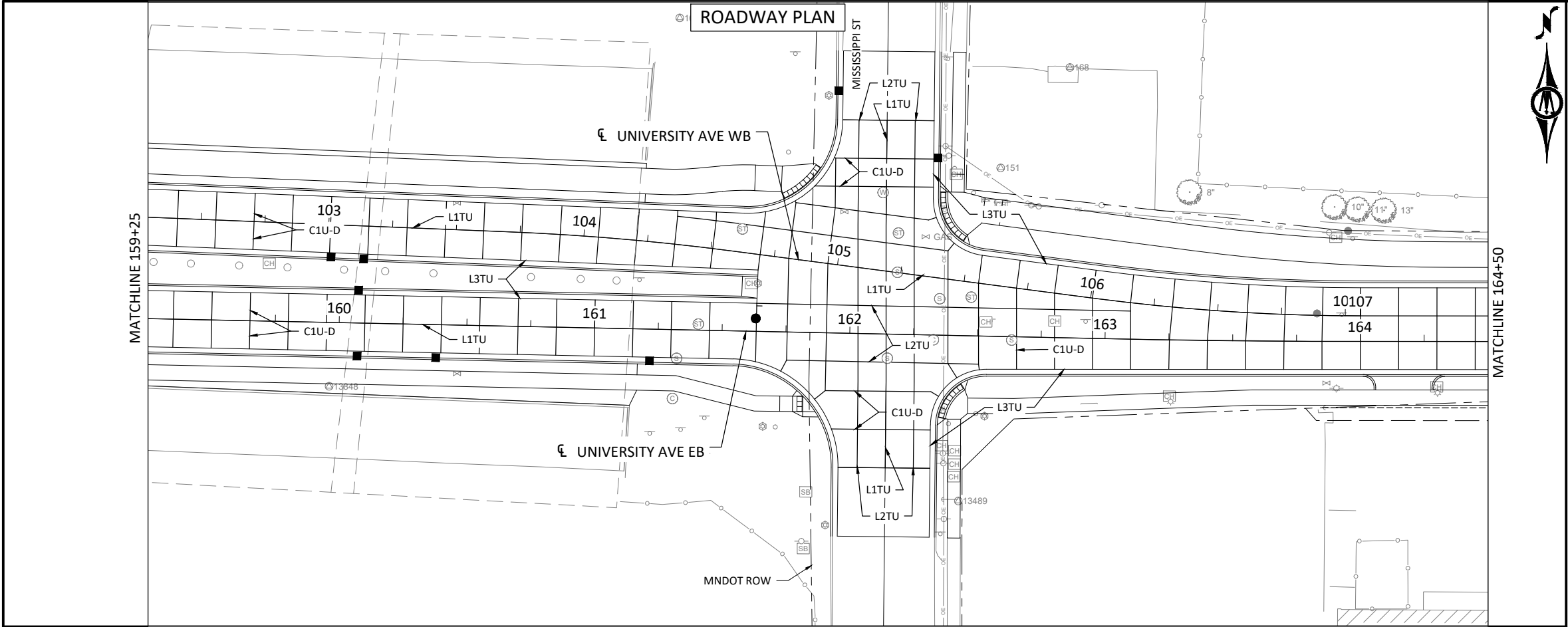
SIGNER'S NAME
XXXXXX DATE MM/DD/YYYY



111 WASHINGTON AVE S, SUITE 650
MINNEAPOLIS, MN 55401
Phone: (612) 416-0220
Email: Minneapolis@bolton-menk.com
www.bolton-menk.com

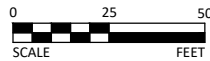
PREPARED FOR THE CITY OF SAINT PAUL, DEPARTMENT OF PUBLIC WORKS
UNIVERSITY AVENUE RECONSTRUCTION PROJECT
L'ORIENT ST TO LAFAYETTE RD
ROADWAY PLAN AND PROFILE

PROJECT: 25-P-1503	STATE PROJECT NO.: 164-137-010, 164-113-025
DRAWER:	CAD DRAWING NAME: 133112C002.dwg
DWG. NO.	DATE: 2025-12-19 SHEET NO. 70 OF 244 SHEETS



© Bolton & Menk, Inc. 2025. All Rights Reserved

DESIGNED	NO.	ISSUED FOR	DATE
DRAWN			
CHECKED			
CLIENT PROJ. NO.			
25-P-1503			



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNER'S NAME

XXXXX

DATE MM/DD/YYYY



111 WASHINGTON AVE S, SUITE 650
MINNEAPOLIS, MN 55401
Phone: (612) 416-0220
Email: Minneapolis@bolton-menk.com
www.bolton-menk.com

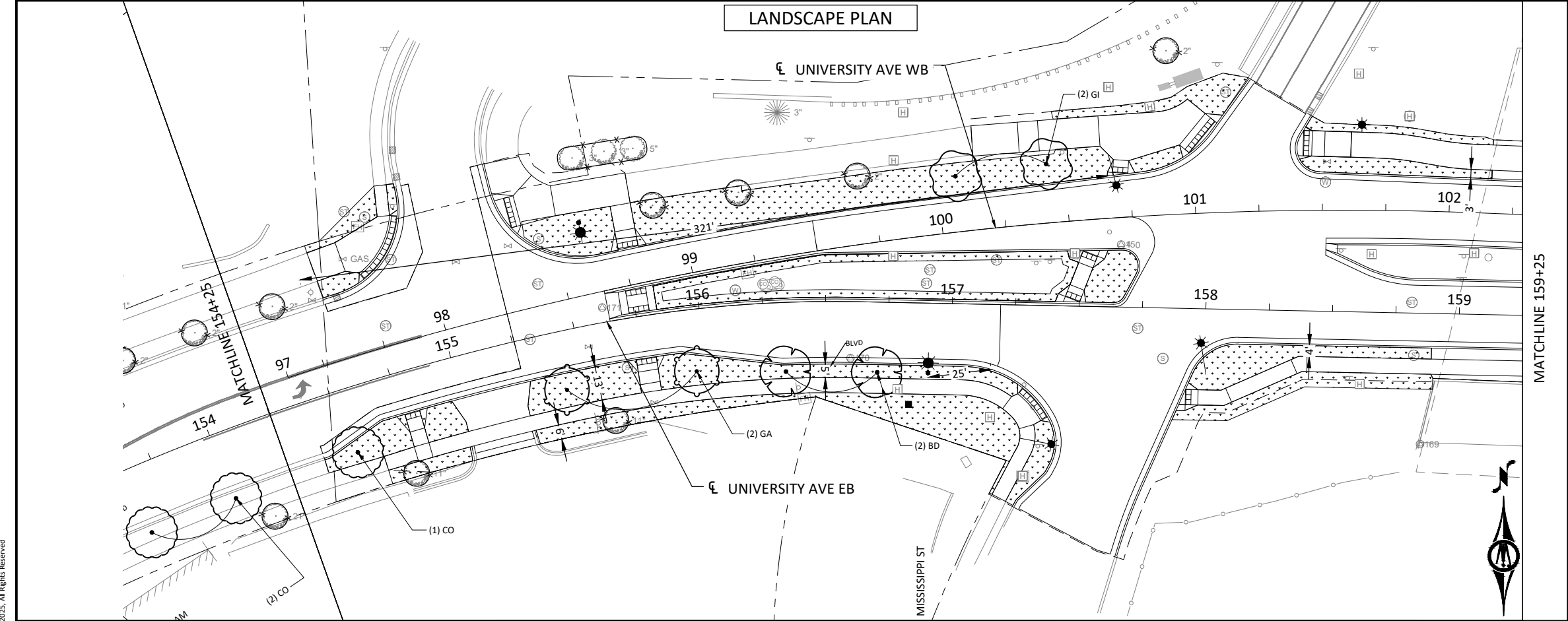
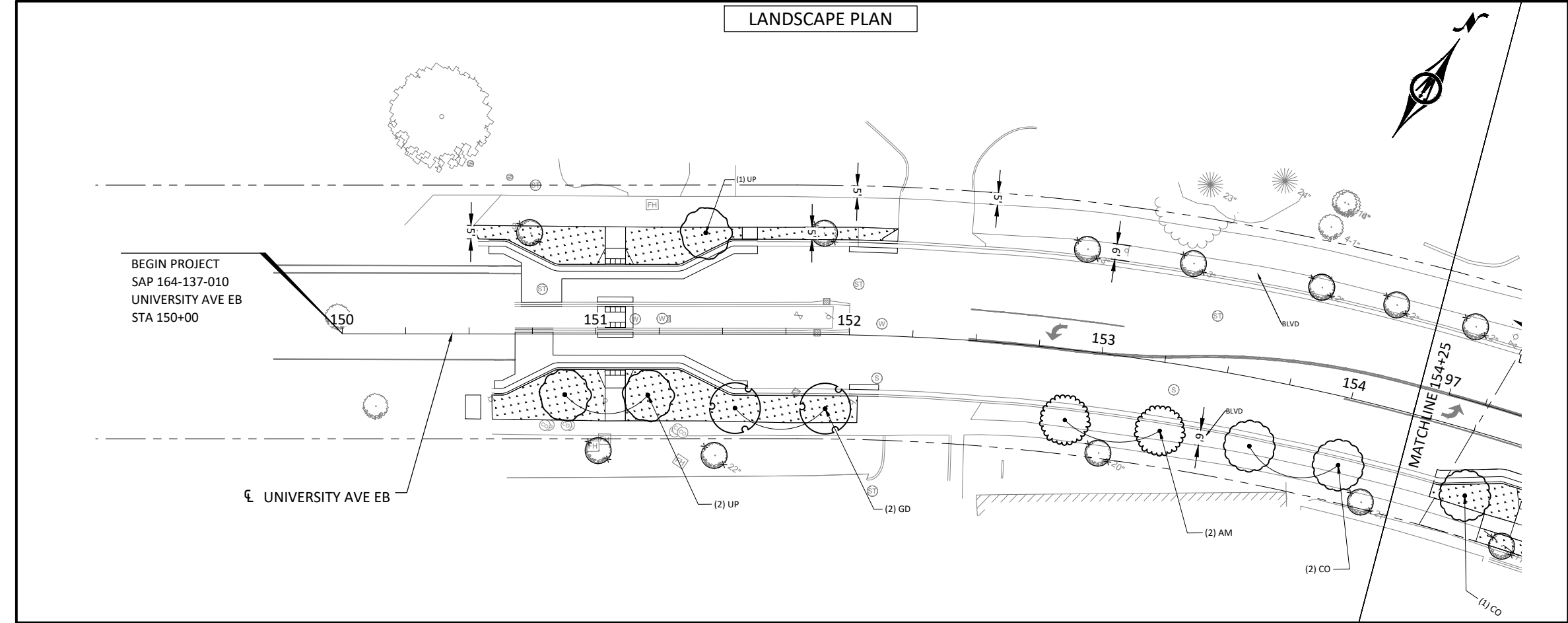
PREPARED FOR THE CITY OF SAINT PAUL, DEPARTMENT OF PUBLIC WORKS

UNIVERSITY AVENUE RECONSTRUCTION PROJECT

L'ORIENT ST TO LAFAYETTE RD

ROADWAY PLAN AND PROFILE

PROJECT: 25-P-1503	STATE PROJECT NO.: 164-137-010, 164-113-025
DRAWER:	CAD DRAWING NAME: 133112C002.dwg
DWG. NO.	DATE: 2025-12-19 SHEET NO. 72 OF 244 SHEETS



UNIVERSITY AVE				
STA 150+00 TO STA 159+25				
LEGEND	ITEM NUMBER	DESCRIPTION	UNIT	ESTIMATED SUBTOTAL
	2571	DECIDUOUS TREE 2" CAL B&B	EACH	16
	2571	TREE PROTECTION FENCE	EACH	16
(1)	2574	LOAM TOPSOIL BORROW	CY	849
	2575	SEED MIXTURE SPECIAL	LB	57

LANDSCAPE NOTES:				
1. WHERE NEW BOULEVARD/PLANTING AREAS ARE CREATED, A MINIMUM OF 4' LOAM TOPSOIL BORROW IS TO BE APPLIED. SEE NOTES/SPECIFICATIONS.				
2. ALL PUBLIC AND PRIVATE TREES WITHIN OR DIRECTLY ADJACENT TO PROJECT CONSTRUCTION LIMITS TO BE PROTECTED. SEE TREE PROTECTION DETAIL.				
3. ALL CITY OF SAINT PAUL FORESTRY REQUIREMENTS TO APPLY.				
4. NO SPECIES SUBSTITUTIONS TO BE MADE WITHOUT WRITTEN PERMISSION BY SAINT PAUL FORESTRY OR THE LANDSCAPE ARCHITECT.				

**EXHIBIT C - LANDSCAPING OWNERSHIP AND
MAINTENANCE
Agreement 1061967
SP 6280-461
Saint Paul
Maintenance Responsibilities Plan and Schedule**

Table 1a. REQUIRED LANDSCAPE MAINTENANCE ACTIVITIES

MAINTENANCE CONSIDERATION				
PLANT GROUPS	PRUNING		WEED CONTROL	FERTILIZATION See Table 5, Fertilization Schedule
	When To	Type Of		
Evergreen Trees	Anytime - Dry	Corrective and Deadwood Removal	Maintain mulch at 3" minimum around trees in mowed areas, keep weed free.	Yes
Shade Trees	Anytime - Dry*	Training and Corrective		Yes
Ornamental Trees	Winter**	Corrective		Yes
Evergreen Shrubs	Anytime - Dry	Deadwood Removal		Yes
Deciduous Shrubs	Dormant	Corrective and Renewal	Maintain minimum 3" woodchip mulch in a weed free condition until shrub crown closure.	Yes
Vines	Dormant	Deadwood Removal		No
Groundcovers				

* Do not prune oaks during April, May and June. Do not prune Honeylocust while dormant or when humid or wet.

** Do not prune apples, crabapples or Mountain Ash during April, May and June.

TABLE 1b. REQUIRED LANDSCAPE MAINTENANCE ACTIVITIES

MAINTENANCE CONSIDERATION				
PLANT GROUPS	WATERING	INSECT AND DISEASE CONTROL	RODENT PROTECTION	REMOVALS AND REPLACEMENTS
Evergreen Trees	Yes until established (2 yrs.).	As needed.	Yes - Pine Only	Remove all dead plants.
Shade Trees			Yes	
Ornamental Trees	Supplemental watering may be needed during drought periods (especially during July and August) even after plants are established.	Remove diseased plants that pose threats to adjacent plantings.	Yes	Replace dead or dying plants unless the lost plants do not noticeably compromise the visual appearance or design intent.
Evergreen Shrubs			No*	
Deciduous Shrubs			No*	
Vines			No*	
Groundcovers			No*	

* Rodent protection is generally not practical for mass shrub plantings, maintaining clean mulched planting areas free of weed growth will reduce problems. Mowed turf in formal planting areas will help reduce rodent problems.

TABLE 2a. CALENDAR OF LANDSCAPE MAINTENANCE

ACTIVITY	January	February	March	April	May	June
Pruning	See Table 1a for Best Time for Specific Species.					
Weed Control:	Planting beds must be kept in a weed free condition.					
Remulch				OXX	XXXX	XO
Herbicide	Must be applied by a licensed Pesticide Applicator.					
Fertilization: Turf Shrubs, Trees				XXXX		
Insect & Disease	Time of control depends on the type of insect or disease and when it is detected.					
Sunsclad Protection				Remove wrap*		
Watering	During first and second growing seasons approximately once a week or as needed to maintain adequate but not excessive soil moisture.					
Maintain Rodent Protection	O O O O	O O O O	O O O O	O O O O	O O O O	O O O O
Turf Maintenance Mowing					O O X	XXXX
Mower Damage Prevention				X	XXXX	XXXX
Replanting Evergreen Trees Deciduous Trees Container Plants Turf				OXX OXX XXX O	XXO XXXX XXXX XXXX	XXXO XXOO

X - Optimum Time O - Less than Optimum Time

* Undiluted white latex paint is recommended, repaint as necessary until trees reach 4" caliper.

TABLE 2b. CALENDAR OF LANDSCAPE MAINTENANCE

ACTIVITY	July	August	September	October	November	December
Pruning	See Table 1a for Best Time for Specific Species.					
Weed Control:	Planting beds must be kept in a weed free condition.					
Remulch	XXXX	XXXX	XXXX	XXXX	OO	XO
Herbicide	Must be applied by a licensed Pesticide Applicator.					
Fertilization: Turf Shrubs, Trees				XXXX XXXX		
Insect & Disease	Time of control depends on the type of insect or disease and when it is detected.					
Sunscauld Protection				Apply or maintain paint. Install wrap*.		
Watering	During first and second growing seasons approximately once a week or as needed.					
Maintain Rodent Protection	OOOO	OOOO	XXXX	XXXX	XOOO	OOOO
Turf Maintenance Mowing	XXXX	XXXX	XXXX	XXOO		
Mower Damage Prevention	XXXX	XXXX	XXXX	XXOO		
Replanting Evergreen Trees Deciduous Trees Container Plants Turf	 OOOO OOOO	 OX OOOX OOXX	 XXXO XXXO XXXX	 OXXX OO	 XO	

X - Optimum Time O - Less than Optimum Time

* Undiluted white latex paint is recommended, repaint as necessary until trees reach 4" caliper.

TABLE 3. DESCRIPTIONS OF TYPES OF PRUNING

TYPES OF PRUNING	WHEN TO PRUNE	DESCRIPTION
Disease Removal	After Diagnosis	Removal of fungal bacterial growths. Sterilize pruners between cuts.
Deadwood Removal	See Table 1	Removal of dead branches, normally from the interior portion of the crown.
Training	See Table 1	Maintaining the central leaders and acceptable symmetry in evergreen, shade and ornamental trees. Removal of suckers and water sprouts.
Corrective	See Table 1	Removal of storm-damaged, vehicle-damaged or vandalized limbs.
Renewal	See Table 1	Removing all top growth at or near the ground line and remulch. Or removal of 1/3 of the oldest stems at the ground line.

TABLE 4. WEED CONTROL METHODS - INTEGRATED APPROACH

METHOD	CATEGORY		
	TREES	SHRUB BEDS	TURF
Replanting - Filling Voids		X	X
Fertilization	X	X	X
Remulch*	X	X	X
Herbicides	X	X	X
Weed Whip	No	X	

* Wood chip mulch should be replenished around shade trees and low growing shrubs every 3-5 years. Place mulch to a 4" depth. Mulching will help control weeds, reduce mower damage and conserve moisture.

TABLE 5. FERTILIZATION SCHEDULE

CATEGORY	FREQUENCY	TIME OF APPLICATION	ANALYSIS **	RATE
Mowed Turf	Every 3 Years	April or October	23-0-30	1 lb (N)/1000 sq. ft.
Shrub Beds*	Every 3 Years	October or April	23-0-30	1 lb (N)/1000 sq. ft.
Shade Trees*	Every 3 Years	October or April	23-0-30	.5 lbs/1 Cu. Yd. of soil

Note: Do not fertilize trees and turf during the same season. Offset tree fertilization by one season in order to prevent fertilizer burn on turf.

* Plants that fix nitrogen, like Silver Buffaloberry, Caragana, Honeylocust, Russian Olive or other legumes, should not be fertilized except under special conditions.
Tall shrubs do not need to be fertilized if leaf color remains normal.

** Analysis will be allowed within the following ranges: N (16-24) – P (0) – K (20-30).

EXISTING CONDUIT

=====

NEW CONDUIT (2" NMC
3-1/C 6, 1-1/C 8 GND,
UNLESS OTHERWISE NOTED)

H

EXISTING HAND HOLE

NEW HAND HOLE

NEW SIGNAL CABINET

SOP

IN PLACE / EXISTING SOURCE OF POWER

A

LIGHTING UNIT NUMBER

EXISTING LIGHT (REMOVE EXISTING LIGHTING
UNIT AND FOUNDATION,
UNLESS OTHERWISE NOTED)

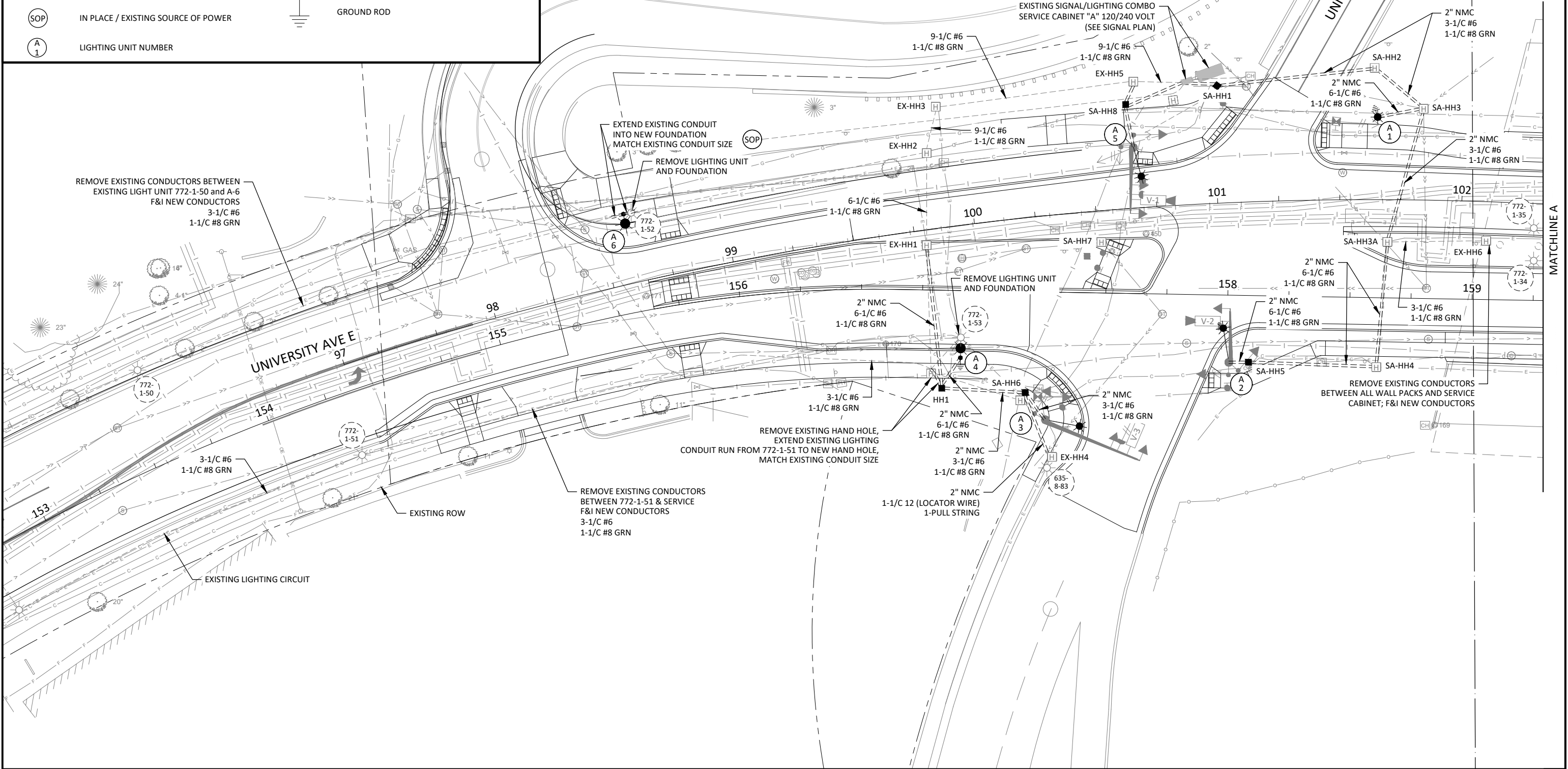
NEW LIGHT TYPE L14 SINGLE LANTERN
(ON NEW FOUNDATION, UNLESS OTHERWISE
NOTED)

NEW LIGHT TYPE 32.5' BENT STRAW SINGLE FIXTURE
(ON NEW FOUNDATION, UNLESS OTHERWISE
NOTED)

NEW LIGHT TYPE 32.5' BENT STRAW SINGLE FIXTURE
(MOUNTED ON SIGNAL POLE)

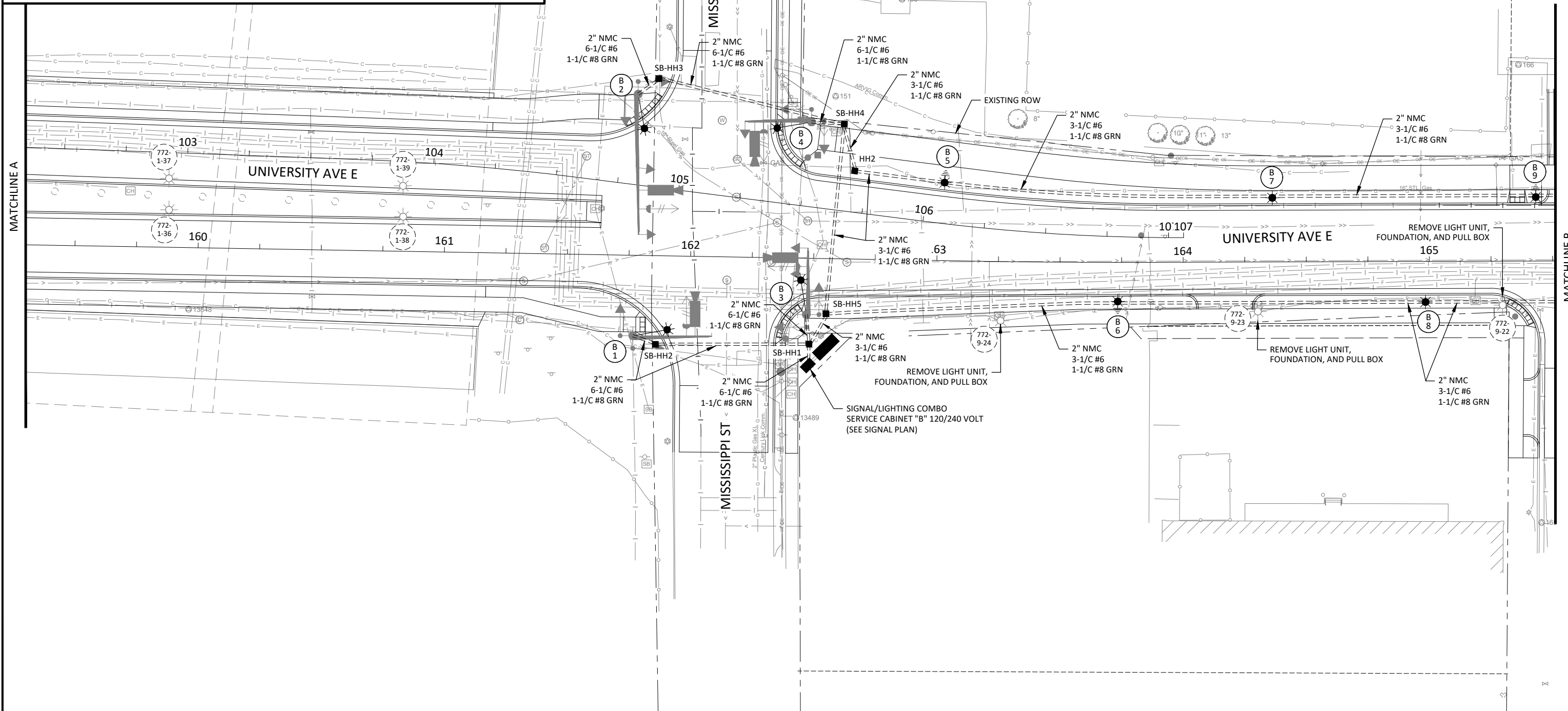
GROUND ROD

- NOTES:
- ALL CONDUIT ON THIS PLAN SHEET SHALL BE 2" NMC SCHEDULE 40 UNLESS OTHERWISE NOTED.
 - PROVIDE 2" CAPPED CONDUIT STUB AS INDICATED.
 - LIGHTING UNITS SHALL BE SET BACK AS DIRECTED BY ENGINEER
 - ALL CONDUCTORS SHALL BE COPPER TYPE XHHW-2, (3) #6(LIGHTING), (1) #8 GND UNLESS OTHERWISE NOTED.
 - ALL ITEMS FURNISH AND INSTALL UNLESS OTHERWISE NOTED.
 - SEE SIGNAL PLANS FOR ALL SIGNAL/LIGHTING SERVICE CABINETS AND SIGNAL EQUIPMENT INSTALLATION.
 - ALL LUMINAIRES SHALL BE LED. SEE SPECIAL PROVISIONS.
 - CONTRACTOR SHALL RETURN ALL REMOVED LIGHTING UNITS AND LUMINAIRES TO TRAFFIC OPERATIONS ATTN: MIKE LUSIAN (651.266.9780, MIKE.LUSIAN@CI.STPAUL.MN.US)

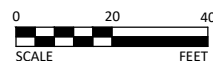


LEGEND			
-----	EXISTING CONDUIT		EXISTING LIGHT (REMOVE EXISTING LIGHTING UNIT AND FOUNDATION, UNLESS OTHERWISE NOTED)
=====	NEW CONDUIT (2" NMC 3-1/C 6, 1-1/C 8 GND, UNLESS OTHERWISE NOTED)		NEW LIGHT TYPE L14 SINGLE LANTERN (ON NEW FOUNDATION, UNLESS OTHERWISE NOTED)
	EXISTING HAND HOLE		NEW LIGHT TYPE 32.5' BENT STRAW SINGLE FIXTURE (ON NEW FOUNDATION, UNLESS OTHERWISE NOTED)
	NEW HAND HOLE		NEW LIGHT TYPE 32.5' BENT STRAW SINGLE FIXTURE (MOUNTED ON SIGNAL POLE)
	NEW SIGNAL CABINET		GROUND ROD
	IN PLACE / EXISTING SOURCE OF POWER		
	LIGHTING UNIT NUMBER		

1. ALL CONDUIT ON THIS PLAN SHEET SHALL BE 2" NMC SCHEDULE 40 UNLESS OTHERWISE NOTED.
2. PROVIDE 2" CAPPED CONDUIT STUB AS INDICATED.
3. LIGHTING UNITS SHALL BE SET BACK AS DIRECTED BY ENGINEER
4. ALL CONDUCTORS SHALL BE COPPER TYPE XHHW-2, (3) #6(LIGHTING), (1) #8 GND UNLESS OTHERWISE NOTED.
5. ALL ITEMS FURNISH AND INSTALL UNLESS OTHERWISE NOTED.
6. SEE SIGNAL PLANS FOR ALL SIGNAL/LIGHTING SERVICE CABINETS AND SIGNAL EQUIPMENT INSTALLATION.
7. ALL LUMINAIRES SHALL BE LED. SEE SPECIAL PROVISIONS.
8. CONTRACTOR SHALL RETURN ALL REMOVED LIGHTING UNITS AND LUMINAIRES TO TRAFFIC OPERATIONS ATTN: MIKE LUSIAN (651.266.9780, MIKE.LUSIAN@CI.STPAUL.MN.US)



DESIGNED	NO.	ISSUED FOR	DATE
DRAWN			
CHECKED			
CLIENT PROJ. NO. 25-P-1503			



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

MAURY HOOPER
LIC NO 26435 DATE 12/19/2025



111 WASHINGTON AVE S, SUITE 650
MINNEAPOLIS, MN 55401
Phone: (612) 416-0220
Email: Minneapolis@bolton-menk.com
www.bolton-menk.com

PREPARED FOR THE CITY OF SAINT PAUL, DEPARTMENT OF PUBLIC WORKS
UNIVERSITY AVENUE RECONSTRUCTION PROJECT
L'ORIENT ST TO LAFAYETTE RD
LIGHTING PLAN

PROJECT: 25-P-1503	STATE PROJECT NO.: 164-137-010, 164-113-025	
DRAWER: SMRR	CAD DRAWING NAME: 133112C704.dwg	
DWG. NO.	DATE: 2025-12-19	SHEET NO. 203 OF 244 SHEETS

CITY OF SAINT PAUL

RESOLUTION

IT IS RESOLVED that the City of Saint Paul enter into MnDOT Agreement 1061967 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for routine maintenance by the City upon, along, and adjacent to Trunk Highway 35E, the limits of which are defined in said Agreement.

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 _____, 2026, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2026

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)