

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF ST. PAUL
And
MINNESOTA STATE AGRICULTURAL SOCIETY
TRAFFIC CONTROL SIGNAL AGREEMENT**

State Project Number (S.P.):	<u>6215-106</u>	City:	Total Obligation	<u>\$101,730.20</u>
Trunk Highway Number (T.H.):	<u>51=125</u>			
State Aid Project Number (S.A.P.):	<u>164-010-074</u>			
Signal System ID:	<u>2405061</u>	MSAS:	Total Obligation	<u>\$101,730.20</u>

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

Recitals

1. MnDOT will remove the existing traffic control signal and install a new traffic control signal with signal pole mounted luminaires and signing ("Signal System"), on Trunk Highway No. 51 at Dan Patch Avenue/Midway Parkway, in the City of St. Paul, located in Ramsey County, Minnesota, according to MnDOT-prepared plans, specifications and special provisions designated by MnDOT as State Project No. 6215-106 and State Aid Project No. 164-010-074 (T.H. 51=125) ("Project"); and
2. MnDOT will install Emergency Vehicle Pre-emption System ("EVP System") and Accessible Pedestrian Signals ("APS") as part of the new Signal System; and
3. MnDOT will furnish a cabinet and controller Type R and Video Camera ("State Furnished Materials"), according to the Project Plans, to operate the Signal System covered under this Agreement; and
4. The City and the Minnesota State Agricultural Society wish to participate in the costs of the Signal System, APS, and EVP System construction, State Furnished Materials lump sum amounts, and associated construction engineering; and
5. MnDOT and the City will participate in the operation and maintenance of the new Signal System, APS, and EVP System; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans

- 1.1. *Effective Date.*** This Agreement will be effective on the date MnDOT 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: 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure. The terms and conditions set forth in Article 3. Signal System and EVP 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, Special Provisions.*** Plans, specifications and special provisions designated by MnDOT as State Aid Project No. 164-010-074 and State Project No. 6215-106 (T.H. 51=125) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. *Exhibits.*** Preliminary Schedule "I" is on file in the office of the City Engineer and MSAS and attached and incorporated into this Agreement.

2. Construction by MnDOT

- 2.1. *Contract Award.*** MnDOT 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.*** MnDOT will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- 2.3. *Plan Changes, Additional Construction, Etc.***
- A.** MnDOT will make changes in the Project Plans and contract construction, which may include City or MSAS participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with MnDOT's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. MnDOT District Engineer's authorized representative will inform the appropriate City or MSAS officials of any proposed addenda and change orders to the construction contract that will affect City or MSAS participation construction covered under this Agreement.
 - B.** The City or MSAS may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letters with MnDOT. If MnDOT determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the Project, MnDOT will cause the additional work or plan changes to be made.
- 2.4. *Satisfactory Completion of Contract.*** MnDOT will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

3. Signal System and EVP System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and EVP System on T.H. 51 at Dan Patch Avenue/Midway Parkway.

3.1. *City Responsibilities.*

- A. *Power.*** 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 Signal System and EVP System.
- B. *Minor Signal System Maintenance.*** The City will provide for the following, without cost to MnDOT.
 - 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 System 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 System controller cabinet and service cabinet exteriors.
 - iv.** Clean the Signal System and luminaire mast arm extensions.

3.2. *MnDOT Responsibilities.*

- A. *Interconnect; Timing; Other Maintenance.*** MnDOT will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City or MSAS. All Signal System timing will be determined by MnDOT, and no changes will be made without MnDOT's approval.
- 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 MnDOT 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 MnDOT's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by MnDOT.
 - iii.** Malfunction of the EVP System must be reported to MnDOT immediately.
 - iv.** In the event the EVP System or its components are, in the opinion of MnDOT, 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 MnDOT, 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 MnDOT.
 - v.** All timing of the EVP System will be determined by MnDOT.

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

3.4. *Related Agreements.* This Agreement will supersede and terminate Agreement No. 63824, dated February 23, 1987, and Agreement No. 1890-R, dated February 23, 1987, and Agreement No. 2085-R, dated February 27, 1987, between the parties.

4. **Basis of City and MSAS Cost**

- 4.1. *Schedule "I".*** The Preliminary Schedule "I" includes all anticipated City and MSAS participation construction items, State Furnished Materials lump sum amounts, and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. *City and MSAS Participation Construction.*** The City and MSAS will participate in the following at the percentages indicated.
- A.** Signal System, APS, EVP System, and State Furnished Materials on T.H. 51 at Dan Patch Avenue.
- i.** 25 Percent will be the City's rate of cost participation.
 - ii.** 25 Percent will be the MSAS's rate of cost participation.
- 4.3. *Construction Engineering Costs.*** The City and MSAS will pay a construction engineering charge equal to 8 percent of their respective total participation construction covered under this Agreement.
- 4.4. *Plan Changes, Additional Construction, Etc.*** The City and MSAS will share in the costs of construction contract addenda and change orders that are necessary to complete the City and MSAS participation construction covered under this Agreement, including any City or MSAS requested additional work and plan changes.

MnDOT reserves the right to invoice the City or MSAS for the cost of any additional City or MSAS requested work and plan changes, construction contract addenda, change orders and associated construction engineering before the completion of the contract construction.

5. City and MSAS Cost and Payment

- 5.1. *City and MSAS Cost.*** **\$101,730.20** is City's estimated share and **\$101,730.20** is MSAS's estimated share of the costs of the contract construction, State Furnished Materials, and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, MnDOT will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 5.2. *Conditions of Payment.*** The City and MSAS will pay MnDOT their respective full and complete lump sum amount, as shown in the Revised Schedule "I", after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to the City and MSAS, including a copy of the Revised Schedule "I".
 - B.** City and MSAS receipt of a written request from MnDOT for the advancement of funds.
- 5.3. *Acceptance of City and MSAS Cost and Completed Construction.*** The computation by MnDOT of the amounts due from the City and MSAS will be final, binding and conclusive. Acceptance by MnDOT of the completed contract construction will be final, binding and conclusive upon the City and MSAS as to the satisfactory completion of the contract construction.
- 5.4. *Final Payment; Additional City and MSAS Requested Work.*** Upon completion of all contract construction and upon computation of the final amount due MnDOT's contractor, and only if additional work has been requested under Article 2.3.B of this Agreement, MnDOT will prepare a Final Schedule "I" and submit a copy to the City and MSAS. The Final Schedule "I" will be based on final quantities of any additional City and MSAS requested participation construction items and the construction engineering cost share due to additional requested work. The computation by MnDOT of the amount due from the City and MSAS will be final, binding and conclusive.

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

6. 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.

6.1. MnDOT's Authorized Representative will be:

Name/Title: Greg Kern, MnDOT Metropolitan District Traffic Engineering (or successor)
 Address: 1500 County Road B2 West, Roseville, MN 55113
 Telephone: (651) 234-7877
 E-Mail: gregory.kern@state.mn.us

6.2. City's Authorized Representative will be:

Name/Title: Paul Kurtz, City Engineer (or successor)
 Address: 25 West 4th Street, 1500 City Hall Annex, St. Paul, MN 55102
 Telephone: 651-266-6203
 E-Mail: paul.kurtz@ci.stpaul.mn.us

6.3. MSAS' Authorized Representative will be:

Name/Title: Jerry Hammer, Executive Vice President (or successor)
 Address: 1265 Snelling Avenue N., St. Paul, MN 55108
 Telephone: 651-288-4400
 E-Mail: jerry.hammer@mnstatefair.org

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. Assignment.** None of the parties may assign or transfer any rights or obligations under this Agreement without the prior consent of the other parties and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. 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.
- 7.3. 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.
- 7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between MnDOT, the City, and MSAS. No other understanding regarding this Agreement, whether written or oral, may be used to bind the parties.

8. Liability; Worker Compensation Claims

- 8.1.** 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 MnDOT. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and MSAS.
- 8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

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

10. State Audits

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

11. Government Data Practices

City, MSAS, and MnDOT 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 MSAS under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by the City, MSAS, or MnDOT.

12. Governing Law; Jurisdiction; Venue

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

13. Termination; Suspension

- 13.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties.
- 13.2. Termination for Insufficient Funding.** MnDOT 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 MSAS.

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

14. Force Majeure

Neither 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.

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**MINNESOTA STATE AGRICULTURAL
SOCIETY**

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: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

CITY OF ST. PAUL

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

Recommended for Approval:

By: _____
(Director of Public Works)

Approved as to form and execution:

By: _____
(Assistant City Attorney)

By: _____
(Mayor)

Date: _____

By: _____
(Director of Finance & Management Services)

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

CITY OF ST. PAUL

RESOLUTION

IT IS RESOLVED that the City of St. Paul enter into MnDOT Agreement No. 1032606 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 Traffic Control Signal construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 51 at Dan Patch Avenue/Midway Parkway within the corporate City limits under State Aid Project No. 164-010-074 and State Project No. 6215-106.

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

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of St. Paul at an authorized meeting held on the _____ day of _____, 2018, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2018

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)

PRELIMINARY SCHEDULE "I"
Agreement No. 1032606
City of Saint Paul, and Minnesota Agricultural Society

S.P. 6215-106

Preliminary: November 13, 2018

State Funds

Traffic Control Signal System and ADA Improvements construction to start approximately 2019 under

State Contract No. ____ with _____

located at the intersection of : T.H. 51 at Dan Patch Ave., Falcon Heights and St. Paul, Ramsey county

CITY OF SAINT PAUL COST PARTICIPATION	
	TOTAL
S.P. 6215-106 Work Items From Sheet No. 2	79,154.63
S.P. 6215-106 State Furnished Materials From Sheet No. 3	15,040.00
Subtotal (Construction Costs + State Furnished Materials)	\$94,194.63
Construction Engineering (8%)	7,535.57
(1) Total City of Saint Paul Cost	\$101,730.20

MINNESOTA AGRICULTURAL SOCIETY COST PARTICIPATION	
	TOTAL
S.P. 6215-106 Work Items From Sheet No. 2	79,154.63
S.P. 6215-106 State Furnished Materials From Sheet No. 3	15,040.00
Subtotal (Construction Costs + State Furnished Materials)	\$94,194.63
Construction Engineering (8%)	7,535.57
(1) Total Minnesota Agricultural Society Cost	\$101,730.20

(1) Amount of advance payment described in Article ____ of the Agreement (estimated amount)

(1) 50% MNDOT, 25% CITY OF SAINT PAUL, 25 % MINNESOTA AGRICULTURAL SOCIETY

(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 6216-136 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2011.601	AS BUILT	LUMP SUM	1.00	630.00	630.00
2021.501	MOBILIZATION	LUMP SUM	1.00	20,000.00	20,000.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	342.00	1.00	342.00
2102.518	PAVEMENT MARKING REMOVAL	SQ FT	504.00	4.00	2,016.00
2104.502	SALVAGE SIGN TYPE C	EACH	1.00	47.00	47.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	307.00	4.00	1,228.00
2104.518	REMOVE CONCRETE WALK	SQ FT	3,199.00	1.50	4,798.50
2104.518	REMOVE BITUMINOUS WALK	SQ FT		0.85	
2104.618	REMOVE & REPLACE BITUMINOUS PAVEMENT	SQ FT	999.00	10.00	9,990.00
2232.618	MILL AND PATCH BITUMINOUS PAVEMENT	SQ FT	97.00	4.00	388.00
2301.602	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	85.00	12.00	1,020.00
2504.602	ADJUST VALVE BOX - WATER	EACH		475.00	
2506.502	ADJUST FRAME & RING CASTING	EACH	2.00	550.00	1,100.00
2521.618	CONCRETE WALK	SQ FT	3,324.00	11.00	36,564.00
2531.503	CONCRETE CURB & GUTTER DESIGN SPECIAL	LIN FT	25.00	37.00	925.00
2531.503	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	6.00	26.00	156.00
2531.603	CONCRETE CURB & GUTTER	LIN FT	265.00	37.00	9,805.00
2531.603	CONCRETE CURB DESIGN V	LIN FT	52.00	30.00	1,560.00
2531.618	TRUNCATED DOMES	SQ FT	159.00	46.00	7,314.00
2563.601	TRAFFIC CONTROL	LUMP SUM	1.00	5,000.00	5,000.00
2564.502	INSTALL SIGN TYPE C	EACH	1.00	175.00	175.00
2565.513	EMERGENCY VEHICLE PREEMTION SYSTEM	LUMP SUM	1.00	7,320.00	7,320.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM	SYSTEM	1.00	192,335.00	192,335.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	7.00	200.00	1,400.00
2575.618	SITE RESTORATION	EACH	4.00	250.00	1,000.00
2582.503	12" SOLID LINE PREFORM THERMOPLASTIC GROUND IN	LIN FT	328.00	12.00	3,936.00
2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	SQ FT	522.00	14.50	7,569.00
				TOTAL	\$316,618.50
		(1) 50% MNDOT	\$158,309.25		
		25% SAINT PAUL	\$79,154.63		
		25 % MINNESOTA AG. SOCIETY	\$79,154.63		

(2) 50% MNDOT, 25% CITY OF SAINT PAUL, 25 % MINNESOTA AGRICULTURAL SOCIETY

ITEM NUMBER	S.P. 6216-136 STATE FURNISHED MATERIALS	UNIT	QUANTITY	UNIT PRICE	COST (2)
	CABINT/CONTROLLER TYPE R (TS2)** (W/FIBER AT SIGNAL)	EACH	1.00	31,500.00	31,500.00
	VIDEO CAMERA (CCTV)	EACH	1.00	3,000.00	3,000.00
	VIDEO DETECTION CAMERA & EQUIPMENT	EACH	4.00	6,415.00	25,660.00
				TOTAL	\$60,160.00
		(2) 50% MNDOT		\$30,080.00	
		25% SAINT PAUL		\$15,040.00	
		25 % MINNESOTA AG. SOCIETY		\$15,040.00	