

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF ST. PAUL
And
RAMSEY COUNTY
TRAFFIC CONTROL SIGNAL AGREEMENT

State Project Number (S.P.):	<u>6282-212</u>	Total County Obligation
Trunk Highway Number (T.H.):	<u>94=392</u>	<u>\$375,597.31</u>
State Aid Project Number (S.A.P.):	<u>062-651-063</u>	
City Project:	<u>19-V-0928</u>	
Signal System "A" ID:	<u>1736979</u>	
Signal System "B" ID:	<u>1736980</u>	

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

Recitals

1. The State will remove the existing traffic control signals and install new traffic control signals with signal pole mounted luminaires and signing ("Signal Systems"), on Trunk Highway (T.H.) No. 94 north ramps/St. Anthony Avenue at County State Aid Highway (C.S.A.H.) No. 51 (Lexington Avenue), and on Trunk Highway No. 94 south ramps/Concordia Avenue at County State Aid Highway No. 51 (Lexington Avenue); and install Interconnect on County State Aid Highway No. 51 (Lexington Avenue) from T.H. No. 94 north ramps/St. Anthony Avenue to T.H. No. 94 south ramps/Concordia Avenue in the City of St. Paul, Ramsey County, Minnesota, according to State-prepared plans, specifications and special provisions designated by the State as State Aid Project No. 062-651-063 and State Project No. 6282-212 (T.H. 94=392) ("Project"); and
2. The State will install Emergency Vehicle Pre-emption Systems ("EVP Systems") and Accessible Pedestrian Signals ("APS") as part of the new Signal Systems; and
3. The City will furnish a cabinet and controller, according to the Project Plans, to operate the Signal Systems covered under this Agreement; and
4. The County wishes to participate in the costs of the Signal Systems, APS, EVP Systems, Interconnect, and associated construction engineering; and
5. The City will participate in the operation and maintenance of the new Signal Systems, APS, EVP Systems and Interconnect; 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 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: 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 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, Special Provisions.* Plans, specifications and special provisions designated by the State as State Aid Project No. 062-651-063 and State Project No. 6282-212 (T.H. 94=392) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

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.* The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

2.3. *Plan Changes, Additional Construction, Etc.*

A. The State will make changes in the Project Plans and contract construction, which may include City and 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 or County officials of any proposed addenda and change orders to the construction contract that will affect the City and or County participation construction covered under this Agreement.

B. The City or County 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 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.

3. Signal Systems and EVP Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal Systems and EVP Systems on T.H. 94 north ramps/St. Anthony Avenue at C.S.A.H. 51 (Lexington Avenue) (Signal System "A"), and on T.H. 94 south ramps/Concordia Avenue at C.S.A.H. 51 (Lexington Avenue) (Signal System "B"), and for the Interconnect on C.S.A.H. 51 (Lexington Avenue) from T.H. No. 94 north ramps/St. Anthony Avenue to T.H. 94 south ramps/Concordia Avenue.

3.1. *City Responsibilities.*

A. *Power, Operation, and Maintenance.* All power, operation and maintenance, including timing, interconnect and EVP system operation for the new traffic control signal systems on the T.H. 94 ramps at C.S.A.H. 51 (Lexington Avenue) will be the responsibility of the City. The City will furnish cabinets and controllers, according to the Project Plans, to operate the Signal Systems.

3.2. 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.

4. Basis of County Cost

4.1. Schedule "I". The Preliminary Schedule "I" includes all anticipated County participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

4.2. County Participation Construction. The County will participate in the following at the percentages indicated.

A. Signal System, APS, and EVP System on T.H. 94 north ramps/St. Anthony Avenue at C.S.A.H. 51 (Lexington Avenue) (System "A").

i. 50 Percent will be the County's rate of cost participation.

B. Signal System, APS, and EVP System on T.H. 94 south ramps/Concordia Avenue at C.S.A.H. 51 (Lexington Avenue) (System "B").

i. 50 Percent will be the County's rate of cost participation.

C. Interconnect on C.S.A.H. 51 (Lexington Avenue) from T.H. No. 94 north ramps/St. Anthony Avenue to T.H. 94 south ramps/Concordia Avenue.

i. 50 Percent will be the County's rate of cost participation.

D. 100 Percent for painting of the Signal Systems on T.H. 94 north ramps/St. Anthony Avenue at C.S.A.H. 51 (Lexington Avenue) (System "A") and on T.H. 94 south ramps/Concordia Avenue at C.S.A.H. 51 (Lexington Avenue) (Signal System "B").

4.3. Construction Engineering Costs. The County 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 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.

5. County Cost and Payment

5.1. County Cost. \$375,597.31 is the County's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

5.2. Conditions of Payment. The County will pay the State their full and complete lump sum amounts, 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.

5.3. 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.

- 5.4. Final Payment, Additional County Requested Work.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, and only if additional work has been requested under Article 2.3.B of this Agreement, 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 of any additional County requested participation construction items and the construction engineering cost share due to additional requested work. The computation by the State of the amount due from the County will be final, binding and conclusive.

The State and the County 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.** The State'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.** The 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.** The County's Authorized Representative will be:

Name/Title: Ted Schoenecker, County Engineer (or successor)
 Address: 1425 Paul Kirkwood Drive
 Telephone: (651) 266-7116
 E-Mail: ted.schoenecker@co.ramsey.mn.us

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 the State, City and County. 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 the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and County.
- 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 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.

11. Government Data Practices

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

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.*** 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 County.
- 13.3. *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.

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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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: _____

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: _____
(Chair, Board of County Commissioners)

Date: _____

By: _____
(Chief Clerk, Ramsey County Board)

Date: _____

Approved as to form:

By: _____

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.

CITY OF ST. PAUL

RESOLUTION

IT IS RESOLVED that the City of St. Paul enter into MnDOT Agreement No. 1032708 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for the operation, maintenance and power of the Traffic Control Signals with Signal Pole Mounted Luminaires, Accessible Pedestrian Signals, Emergency Vehicle Pre-emption Systems and Signing on Trunk Highway No. 94 ramps at County State Aid Highway 51 (Lexington Avenue) within the corporate City limits under State Aid Project No. 062-651-063 and State Project No. 6282-212 (T.H. 94=392).

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

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of St. Paul at an authorized meeting held on the _____ day of _____, 20__, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this
_____ day of _____, 20__

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)

RAMSEY COUNTY

RESOLUTION

IT IS RESOLVED that Ramsey County enter into MnDOT Agreement No. 1032708 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of the Traffic Control Signals construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 94 ramps at County State Aid Highway 51 (Lexington Avenue) within the corporate City limits of the City of St. Paul under State Aid Project No. 062-651-063 and State Project No. 6282-212 (T.H. 94=392).

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

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Ramsey County at an authorized meeting held on the _____ day of _____, 20__, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this
_____ day of _____, 20__

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)

PRELIMINARY SCHEDULE "I"

Agreement No. 1032708

Ramsey County

S.P. 6282-212 (T.H. 94=392)

Preliminary: December 18, 2018

S.A.P. 062-651-063

C.P. 19-V-0928

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. 94 north and south ramps with C.S.A.H. 51 (Lexington Avenue)

COUNTY COST PARTICIPATION

Singal System Work Items - From Sheet No. 2

344,940.29

(1) Signal Systems Painting Credit - From Sheet No. 2

2,835.00

Subtotal (Total Construction Cost including Paint)

\$347,775.29

Construction Engineering (8%)

27,822.02

(2) Total County Cost

\$375,597.31

(1) Painting costs based on \$15.75 per linear foot, State credit for paint will be shown as a cost to the City

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

ITEM NUMBER	S.P. 6282-212 SIGNAL SYSTEM WORK ITEMS	UNIT	QUANTITY	UNIT PRICE	COST (1)
2104.501	REMOVE CURB AND GUTTER	LIN FT	762.00	4.19	3,192.78
2104.502	SALVAGE SIGNAL SYSTEM	EACH	1.00	35,000.00	35,000.00
2104.503	REMOVE CONCRETE WALK	SQ FT	3,065.00	1.22	3,739.30
2104.504	REMOVE PAVEMENT	SQ FT	134.00	7.25	971.50
2104.503	REMOVE CONCRETE MEDIAN	SQ FT	210.00	13.76	2,889.60
2104.603	REMOVE AND REPLACE BITUMINOUS PAVEMENT	LIN FT	2,000.00	24.15	48,300.00
2211.509	AGGREGATE BASE CLASS 5	TON	57.00	53.43	3,045.51
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (5.E)	TON	186.00	90.00	16,740.00
2521.618	CONCRETE WALK	SQ FT	3,401.00	10.45	35,540.45
2531.603	CONCRETE CURB AND GUTTER	LIN FT	871.00	34.98	30,467.58
2531.618	TRUNCATED DOMES	SQ FT	299.00	46.99	14,050.01
2564.618	SIGN TYPE D	SQ FT	122.00	30.00	3,660.00
2565.501	TRAFFIC CONTROL INTERCONNECT	LUMP SUM	1.00	59,867.70	59,867.70
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM "A"	SYSTEM	1.00	213,979.60	213,979.60
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM "B"	SYSTEM	1.00	214,007.50	214,007.50
2575.602	SITE RESTORATION	EACH	8.00	553.63	4,429.04
				TOTAL	\$689,880.57
	(1) 50% COUNTY COST	\$344,940.29			
	50% STATE COST	\$344,940.29			
	SYSTEMS "A" AND "B" PAINTING COST (INCLUDED IN SIGNAL SYSTEM COST)	LUMP SUM	0.50	5,670.00	2,835.00
	*credit to State shown as County cost				
				TOTAL	\$2,835.00
	50% COUNTY COST	\$2,835.00			