

MINNESOTA TRANSPORTATION DEPARTMENT

TRAFFIC CONTROL SIGNAL

AGREEMENT NO. 97356M

BETWEEN

THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF ST. PAUL

TO

Remove the existing Traffic Control Signal and Install a new Traffic Control Signal with Street Lights, Emergency Vehicle Pre-emption and Signing on Trunk Highway No. 5 (East 7th Street) (formally Trunk Highway No. 212) at Kittson Street, and Revise the existing Traffic Control Signal with Street Lights, Emergency Vehicle Pre-emption and Signing on Trunk Highway No. 5 (East 7th Street) (formally Trunk Highway No. 212) at Trunk Highway No. 52 (Lafayette Freeway) (formally Trunk Highway No. 3) in St. Paul, Ramsey County, Minnesota.

S.P. 6244-30 (T.H. 52=112)

Prepared by Metropolitan District Traffic Engineering

ESTIMATED AMOUNT RECEIVABLE

None

AMOUNT ENCUMBERED

None
Otherwise Covered

PARTIES

THIS AGREEMENT is entered into by the Minnesota Department of Transportation, (State), and the City of St. Paul, (City).

RECITALS

Minnesota Statutes Section 161.20 authorizes the Commissioner of Transportation to enter into agreements with any governmental authority for the purposes of constructing, maintaining and improving the Trunk Highway system.

The parties have determined that there is justification and it is in the public's best interest to remove the existing traffic control signal and install a new traffic control signal including Street Lights and Signing on Trunk Highway No. 5 (East 7th Street) (formally Trunk Highway No. 212) at Kittson Street, (Traffic Control Signal), and Revise the existing Traffic Control Signal including Street Lights and Signing on Trunk Highway No. 5 (East 7th Street) (formally Trunk Highway No. 212) at Trunk Highway No. 52 (Lafayette Freeway) (formally Trunk Highway No. 3), (Traffic Control Signal) in accordance with State plans, specifications and special provisions designated as State Project No. 6244-30 (T.H. 52=112).

The City requests and the State agrees to the installation and revision of Emergency Vehicle Pre-emption Systems, (EVP Systems) as a part of the new and revised Traffic Control Signal installations.

It is considered in the public's best interest for the City to provide a new controller and cabinet and EVP System equipment (City-furnished materials) to operate the new Traffic Control Signal.

The City and the State will participate in the maintenance and operation of the new and revised Traffic Control Signals and EVP Systems.

CONTRACT

1. The State will prepare the necessary plan, specifications and proposal, (Preliminary Engineering).
2. The State will perform all construction engineering and inspection functions (Construction Engineering) in connection with the contract construction and perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
3. The State, with its own resources or by contract, will remove the existing Traffic Control Signal and install a new Traffic Control Signal and EVP System on Trunk Highway No. 5 (East 7th Street) (formally Trunk Highway No. 212) at Kittson Street, and revise the existing Traffic Control Signal and EVP System on Trunk Highway No. 5 (East 7th Street) (formally Trunk Highway No. 212) at Trunk Highway No. 52 (Lafayette Freeway) (formally Trunk Highway No. 3), pursuant to the plans and specifications for State Project No. 6244-30 (T.H. 52=112). The cost participation for the new and revised Traffic Control Signals and EVP Systems pay items, including City-furnished

materials for this project will be covered in Municipal Agreement No. 97441, between the City and the State.

4. The City will be responsible for the cost and application to secure an adequate power supply to the service pads or poles. Upon completion of this project, the City will thereafter pay all monthly electrical service expenses necessary to operate the new and revised Traffic Control Signals and EVP Systems.

5. Upon completion of this project, it shall be the City's responsibility, at its cost and expense, to maintain and keep in repair the new and revised Traffic Control Signals with Street Lights, Emergency Pre-emption and Signing.

6. Timing of the new and revised Traffic Control Signals and EVP Systems will be initially determined by the City's Traffic Engineer. Adjustments of the new and revised Traffic Control Signals and EVP Systems timing may be determined by the State, through its Commissioner of Transportation, and no changes may be made except with the approval of the State.

7. Each party will be solely responsible for its own acts and omissions, and the results thereof, to the extent authorized by law. The State's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736. The City's liability is governed by Minnesota Statutes Chapter 466. Each party will be solely responsible for its own employees for any Workers Compensation Claims.

8. Upon execution and approval by the City and the State and completion of the construction work provided for herein, this

agreement will supersede and terminate Agreement No. 59562, dated June 1, 1979, between the parties for the intersection of Trunk Highway No. 5 (East 7th Street) (formally Trunk Highway No. 212) at Trunk Highway No. 52 (Lafayette Road) (formally Trunk Highway No. 3).

9. Upon execution and approval by the City and the State and completion of the construction work provided for herein, this agreement will supersede and terminate Agreement No. 76657, dated April 16, 1998, between the parties for the intersection of Trunk Highway No. 5 (East 7th Street) (formally Trunk Highway No. 212) at Kittson Street.

10. 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.

11. If any party fails to enforce any provisions of this Agreement, that failure does not waive the provision or its right to enforce it.

12. This Agreement contains all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

13. Minnesota law governs this contract. 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. This Agreement is effective on the date the State obtains all required signatures under Minnesota Statutes 16C.05, Subdivision 2,

and will remain in effect until terminated by written agreement of the parties.

15. The State's obligation to perform any work, or to let a Contract for the performance of the work, on the State Project referenced above, is subject to the availability of funding from the Minnesota Legislature or other funding source.

16. Authorized Agents

a. The State's Authorized Agent for the purpose of the administration of this Agreement is Allan Espinoza, Mn/DOT Metropolitan District Traffic Engineering, or his successor. His current address and phone number are 1500 West County Road B2, Roseville, MN. 55113, (651) 234-7812.

b. The City's Authorized Agent for the purpose of the administration of this Agreement is Paul St. Martin, City of St. Paul Traffic Engineer, or his successor. His current address and phone number are 800 City Hall Annex, 25 West Fourth Street, St. Paul, MN 55102, (651) 266-6118.

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IN TESTIMONY WHEREOF the parties have executed this Agreement by their authorized officers.

CITY OF ST. PAUL

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 and Management Services

Date _____

DEPARTMENT OF TRANSPORTATION

Approved:

By _____
District Engineer

Date _____

Approved as to form and execution:

By _____
Contract Management

Date _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By _____

Date _____