

Cretin Avenue and Grand Avenue Signal Agreement
City of Saint Paul
and
University of St. Thomas
2115 Summit Ave. St. Paul, MN 55105

This cooperative construction and cost share agreement (“Agreement”) is made and entered into between the City of Saint Paul, Minnesota (“City”), a municipal corporation under the laws of the State of Minnesota,” and the University of St. Thomas (“St. Thomas”).

The City and St. Thomas, in consideration of the mutual terms and conditions, promises, covenants and payments contained in this Agreement agree to the following:

1. Summary of Project Scope and Responsibilities

1.1. Project Overview.

As part of the construction of the Lee and Penny Anderson Arena located on St. Thomas’s St. Paul campus, it has been determined that a full replacement of the traffic signal system located at the intersections of Cretin Avenue and Grand Avenue is needed to best serve arena patrons and the general public. The City and St. Thomas have agreed to coordinate the work of the project and share in its costs, as described further below.

1.2. St. Thomas will have the following responsibilities:

- Through its City-approved engineering company, SRF Consulting Group (“SRF”), will design the full traffic-signal replacement for the Cretin Avenue and Grand Avenue intersection. The design documents will be completed and provided to the City unless agreed otherwise by the Parties. St. Thomas, through SRF, will also be responsible for providing engineering construction inspection assistance (as necessary) and providing traffic signal as-builts.
- St. Thomas, through its design-builder, Ryan Companies US Inc.(“Ryan Companies”), will be responsible for concrete work associated with the signal construction (including replacing or repairing sidewalks, ADA ramps, *etc.*) impacted by signal construction. St. Thomas will instruct Ryan Companies to cooperate and coordinate with the City and its forces in completing the work.

1.3. The City will have the following responsibilities:

- The City, by its own forces or through a contractor, will replace and construct (together “install”) the Cretin Avenue and Grand Avenue traffic signal system. The installation window is anticipated to be between June 15, 2025 and August 15, 2025, although this timeline is subject to change if conditions require. The City will work with UST and Ryan Companies in coordinating and completing the work and

will time, plan, and sequence the work so as not to restrict access to or impede other ongoing operations or construction occurring on St. Thomas's property and buildings.

- The City will perform construction inspection activities on the project in order to ensure all requirements and details of the plans and specifications are being satisfied. As stated in Section 1.2 of this agreement SRF will provide engineering construction inspection assistance (as necessary) and provide traffic signal as-builts in support of the City's construction inspection activities.

2. Cost share.

City and St. Thomas will share in the costs of the project as follows:

- 2.1. St. Thomas:** St. Thomas will be responsible for 100% of the costs associated with the project's design, SRF's construction inspection assistance, as-builts and concrete work and will also be responsible for 50% of the traffic signal system replacement costs.
- 2.2. City:** The City will be responsible for 100% of the costs of the project's construction-inspection activities and 50% of the traffic signal system replacement costs.

3. Term of Agreement

- 3.1. Effective Date.** This Agreement will be effective on the date the Parties obtain all signatures required on the signature page of this Agreement.
- 3.2. Expiration Date.** This Agreement will expire when all obligations from the Parties have been satisfactorily fulfilled.
- 3.3. Survival of Terms.** All provisions that 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. This includes without limitation the following: Section 5. Maintenance by the City; Section 9. Liability; Contractor Payments; Workers Compensation Claims; Section 11. Governing Law; Jurisdiction, Venue; and Section 13. Force Majeure.

4. Property Access

Upon the City giving at least seven (7) days' notice, St. Thomas, will allow the City and/or its contractor access to that portion of its property necessary for the City to complete replacement of the traffic signal system, at no cost to the City or its contractor.

In addition, through either right-of-way dedication or a permanent easement, St. Thomas will provide the City access rights to all components of the traffic signal system for maintenance

and operation purposes. St. Thomas is required to provide final documentation to the City within 180 of days of request. Permanent Easement language must be approved by the City.

5. Maintenance

Upon completion of the project, the City, at its own cost and without payment by St. Thomas, will be responsible for performing all ongoing operation and maintenance activities associated with the newly constructed traffic signal system. St. Thomas will continue to be responsible for any ongoing or upcoming assessment or system charges against its private property as determined by law.

6. Project Cost and Payments

Upon completion, the City will invoice St. Thomas the university's 50% share of the cost of the replacement of the Cretin Avenue and Grand Avenue traffic signal system, providing with the invoice documents or information reasonably sufficient to support all invoiced costs. St. Thomas will pay the City's invoice within net 30 days of receipt of the invoice and supporting documentation. No other payment will be due between the Parties.

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 City's Authorized Representative will be:

Name: Randy Newton
Title: City Traffic Engineer / Assistant City Engineer
Address: 800 City Hall Annex; 25 W 4th St; Saint Paul, MN 55102
Phone: 651 266-6209
Email: randy.newton@ci.stpaul.mn.us

7.2 St. Thomas's Authorized Representative will be:

Name: Jim Brummer
Title: VP of Facilities Management
Address: 2115 Summit Ave., Saint Paul, MN 55105
Phone: 651-962-6595
Email: brum4505@stthomas.edu

8. Assignment; Amendment; Waiver; Contract Complete

8.1. Assignment. Neither 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.

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/Integrated. This Agreement contains all prior negotiations and agreements between the City and St. Thomas regarding the subject matter herein. No other understanding regarding this Agreement, whether written or oral, may be used to bind any of the Parties.

9. Liability; Contractor Payments; Worker Compensation Claims

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 and omissions of the other and the results thereof.

9.2. Each party will be responsible for timely paying any third-party contractors with whom they have contracted to perform a portion of the project.

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

10. Nondiscrimination

The applicable provisions of Minnesota Statutes 181.59 and any applicable law including but not limited to City ordinances relating to civil rights and discrimination are considered part of this Agreement.

11. Governing Law; Jurisdiction; Venue

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

12. Termination; Suspension

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

12.2. Termination for Insufficient Funding. The City may immediately terminate this Agreement if it does not obtain the funding necessary to construct the project.

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

13. 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 and other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

14. Counterparts

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

15. 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.

By signing below, the parties agree to be bound by this Agreement.

CITY OF SAINT PAUL, MINNESOTA

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: _____
Mayor

Date: _____

By: _____
Director of Public Works

Date: _____

By: _____
Director of Financial Services

Date: _____

Approved as to form by:

By: _____
Assistant City Attorney

Date: _____

UNIVERSITY OF ST. THOMAS

By:  _____

Date: 6/23/25 _____