

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF ST. PAUL
TRAFFIC CONTROL SIGNAL AGREEMENT**

State Project Number (S.P.):	<u>6219-07</u>	Total City Obligation
Trunk Highway Number (T.H.):	<u>156=112</u>	<u>\$22,299.10</u>
State Aid Project Number (S.A.P.):	<u>164-235-026</u>	
State Aid Project Number (S.A.P.):	<u>164-010-080</u>	
Federal Project Number:	<u>STPF-CMAQ 6221(179)</u>	
Signal System "A" ID:	<u>1736685</u>	
Signal System "B" ID:	<u>1734959</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").

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 No. 156 at Trunk Highway No. 52 west ramps, and on Trunk Highway No. 156 at Trunk Highway No. 52 east ramps; and install Interconnect on Trunk Highway No. 156 from Trunk Highway No. 52 west ramps to Trunk Highway No. 52 east ramps in the City of St. Paul, Minnesota, according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 6219-07 (T.H. 156=112) ("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
The City will participate in the costs of the Signal Systems, APS, EVP Systems construction, Signal Systems painting costs, and associated construction engineering; and
3. The City will furnish a Cabinet, Controller, and Emergency Vehicle Pre-emption Systems ("City Furnished Materials"), according to the Project Plans, to operate the Signal Systems covered under this Agreement; and the City will participate in the operation and maintenance of the new Signal Systems, APS, EVP Systems, and Interconnect; and
4. 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; 11. State Audits; 12. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. 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, and Special Provisions.*** Plans, specifications, and special provisions designated by the State as State Project No. 6219-07 (T.H. 156=112) 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 attached and incorporated into this Agreement.

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 the City 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 official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
 - B.** The City 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. 156 at T.H. 52 west ramps (Signal System "A"), and on T.H. 156 at T.H. 52 east ramps (Signal System "B"), and for the Interconnect on T.H. 156 from T.H. 52 west ramps to T.H. 52 east ramps.

3.1. City Responsibilities.

- A. Power.** The City of St. Paul 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 Systems "A" and "B".
- B. Operation and Maintenance.** All operation and maintenance, including timing and EVP operation will be the responsibility of the City of St. Paul.

3.2. 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.

3.3. Related Agreements. This Agreement will supersede and terminate all previous Agreements for Signal Systems "A" and "B".

4. Basis of City Cost

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

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

- A.** 25 Percent will be the City's rate of cost participation for Signal System "A", EVP System, and APS on T.H. 156 at T.H. 52 west ramps (System "A").
- B.** 100 Percent will be the City's rate of cost participation for painting of the Signal System "A" on T.H. 156 at T.H. 52 west ramps and Signal System "B" on T.H. 156 at T.H. 52 east ramps.

4.3. City Furnished Materials. The City will furnish a cabinet, controller, and EVP System equipment, according to the Project Plans, to System "A", covered under this Agreement. The State's lump sum share for City Furnished Materials is **\$25,200**. The State's cost share for City Furnished Materials will be deducted from the City's total construction cost share as shown in the Schedule "I".

4.4. Construction Engineering Costs. The City will pay a construction engineering charge equal to 8 percent of the total City participation construction and City Furnished Materials covered under this Agreement.

4.5. Plan Changes, Additional Construction, Etc. The City will share in the costs of construction contract addenda that are necessary for the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

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

5. City Cost and Payment by the City

- 5.1. City Cost. \$22,299.10** is the City'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 City will pay the State the 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, including a copy of the Revised Schedule "I".
 - B.** The City's receipt of a written request from the State for the advancement of funds.
- 5.3. Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.
- 5.4. Final Payment and Additional City 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 City. The Final Schedule "I" will be based on final quantities of any additional City 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 City will be final, binding and conclusive.
- The State and the City 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

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

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. 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.
- 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 and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

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, 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.
- 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. Title VI/Non-discrimination Assurances

The City agrees to comply with all applicable United State Department of Transportation (U.S. DOT) Standard Title VI/Non-Discrimination Assurances contained in U.S. DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. The City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

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. Telecommunications Certification

By signing this Agreement, the City certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the City does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City will include this certification as a flow down clause in any contract related to this Agreement.

14. 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.

15. Termination; Suspension

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

15.2. *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.

15.3. *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.

16. 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.

17. Counterparts

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

18. 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.

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. 1045964 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 signals construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 156 from Trunk Highway No. 52 west ramps to Trunk Highway No. 52 east ramps within the corporate City limits St. Paul under State Project No. 6219-07 (TH 156=112).

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 St. Paul at an authorized meeting held on the _____ day of _____, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2021

Notary Public

My Commission Expires

(Signature)

(Type or Print Name)

(Title)

Preliminary Schedule "I"
Agreement No. 1045964
City of St. Paul

S.P. 6219-07

Preliminary: March 11, 2021

Fed. Proj. STPF 6221(179)

Signal System construction to start approximately July 6, 2021 under

State Contract No. ____ with ____

located on Trunk Highway No. 156 from Annapolis Street to Trunk Highway No. 52

City Cost Participation

	Totals	City Furnished Materials	No Federal Aid	Federal Aid Match 20 Percent	Federal Aid 80 Percent
Signal System "A" - From Sheet No. 2	53,582.50			10,716.50	42,866.00
Signal System "A" Painting - From Sheet No. 2	14,400.00				
Signal System "A" City Furnished Materials	33,600.00	33,600.00			
Signal System "B" Painting - From Sheet No. 3	13,200.00				
Anticipated Total City Construction Costs (including City Furnished Materials)	\$114,782.50				
Construction Engineering (8%)	\$9,182.60		9,182.60		
(1) Construction + Construction Engineering Subtotals	\$123,965.10				
(2) Total Credit for City Furnished Materials	(\$58,800.00)				
Total Anticipated City Federal Aid	\$42,866.00				
(3) Total City Obligation minus Anticipated Federal Aid	\$22,299.10				

(1) Amount of total City obligation as described in Article 5 of the Agreement (estimated amount)

(2) Amount includes 100 Percent of the City Furnished Materials Cost and a Credit to the City for the States share in the Cost

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

1045964

Data is considered Non-public prior to project award.

1045964

Data is considered Non-public prior to project award.