

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
CITY OF BLAINE  
TRAFFIC CONTROL SIGNAL AGREEMENT**

<b>State Project Number (S.P.):</b>	<u>0208-159</u>	<b>Total City Obligation</b>
<b>Trunk Highway Number (T.H.):</b>	<u>65=005</u>	<b><u>\$251,413.56</u></b>
<b>State Aid Project Number (S.A.P.):</b>	<u>106-147-002</u>	
<b>Signal System ID:</b>	<u>1735543 (Formerly 21171)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Blaine acting through its City Council ("City").

**Recitals**

1. The State will remove the existing Traffic Control Signal and install a new Traffic Control Signal System with Signing ("Signal System") on Trunk Highway No. 65 at 105<sup>th</sup> Avenue NE/104<sup>th</sup> Way in the City of Blaine, Minnesota, according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 106-147-002 and State Project No. 0208-159 (T.H. 65 = 005) ("Project"); and
2. The State will install an Emergency Vehicle Pre-emption System ("EVP System") and American Disabilities Act (ADA) items as part of the new Signal System; and
3. The City wishes to participate in the costs of the Signal System, EVP System and ADA construction, State Furnished Materials lump sum amounts and associated construction engineering; and
4. The City and the State will participate in the power, operation and maintenance of the new Signal System, EVP System and existing Interconnect.
5. The State will furnish a traffic control signal cabinet and Controller ("State Furnished Materials"), according to the Project Plan to operate the Signal System covered under this Agreement; and
6. The project will include pulling back and reinstalling the existing Interconnect (Interconnect); and
7. 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; Plan**

- 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 System, EVP System and Interconnect – Power, 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 Project No. 106-147-002 and State Project No. 0208-159 (T.H. 65=005) 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 incorporated into this Agreement by reference.

## 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, change orders, work orders, and supplemental agreements 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, change orders and supplemental agreements 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 letter(s) 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 System, EVP System and Interconnect – Power, Operation and Maintenance

Power, operation and maintenance responsibilities will be as follows for the New Signal System, EVP System and existing Interconnect on Trunk Highway No. 65 at 105<sup>th</sup> Avenue NE/104<sup>th</sup> Way.

### 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, EVP System and Interconnect.
- B. *Minor Signal System and Luminaire Maintenance.* The City will provide for the following, without cost to the State.
  - 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, 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. State Responsibilities.**

- A. Interconnect, Other Maintenance and Timing.** The State will maintain the existing Interconnect (from Trunk Highway No. 65 at 105<sup>th</sup> Avenue NE/104<sup>th</sup> Way to Trunk Highway No. 65 at 99<sup>th</sup> Street and from Trunk Highway No. 65 at 105<sup>th</sup> Avenue NE/104<sup>th</sup> Way to Trunk Highway No. 65 at 109<sup>th</sup> Street and adjacent State owned signals along Trunk Highway No. 65) and signing, and perform all other Signal System and signal pole luminaire circuit maintenance without cost to the City. All Signal System timing will be determined by the State and no changes will be made without the State'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 State 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 the State's District Engineer or designated representative a list of all vehicles with emitter units, if requested by the State.
  - iii. Malfunction of the EVP System must be reported to the State immediately.
  - iv. In the event the EVP System or its components are, in the opinion of the State, 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 the State, 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 the State.
  - v. All timing of the EVP System will be determined by the State.

**3.3. 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.

**3.4. Related Agreements.** This agreement will supersede and terminate the EVP power, operation and maintenance terms of Agreement No. 78292R, dated May 29, 1999 between the Cities of Blaine, Coon Rapids and Spring Lake Park for the intersection of Trunk Highway No. 65 at 105<sup>th</sup> Avenue NE (formerly County Road 87)/104<sup>th</sup> Way. The Cities of Coon Rapids and Spring Lake Park will be sent a Letter of Termination.

This agreement will supersede and terminate Agreement No. 60730 dated February 10, 1982 between the parties for the intersection of Trunk Highway No. 65 at 105<sup>th</sup> Avenue NE (formerly County Road 87).

**4. Basis of City Cost**

- 4.1. Schedule "I".** The Preliminary Schedule "I" includes all anticipated City 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 Participation Construction.** The City will participate in the following at the percentages indicated:
  - A.** 48 percent will be the City's rate of cost participation for the Mobilization and Traffic Control on Trunk Highway No. 65 at 105<sup>th</sup> Avenue NE/104<sup>th</sup> Way.
  - B.** 50 Percent will be the City's rate of cost participation for the Signal System, EVP System and State Furnished Materials on Trunk Highway No. 65 at 105<sup>th</sup> Avenue NE/104<sup>th</sup> Way.
  - C.** 50 Percent will be the City's rate of cost participation for the ADA items on Trunk Highway No. 65 at 105<sup>th</sup> Avenue NE/104<sup>th</sup> Way.
- 4.3. Construction Engineering Costs.** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.

- 4.4. *Plan Changes, Additional Construction, Etc.*** The City will share in the costs of construction contract addenda, change orders, work orders, and supplemental agreements that are necessary to complete 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 supplemental agreements, and associated construction engineering before the completion of the contract construction.

## **5. City Cost and Payment by the City**

- 5.1. *City Cost.*** **\$251,413.56** is the City'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, 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, 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.

## **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: Allan Espinoza, MnDOT Metropolitan District Traffic Engineering (or successor)  
 Address: 1500 County Road B2 West, Roseville, MN 55113  
 Telephone: (651) 234-7812  
 E-Mail: Allan.espinoza@state.mn.us

- 6.2.** The City's Authorized Representative will be:

Name/Title: Jean Keely, City Engineer (or successor)  
 Address: 10801 Town Square Drive NE, Blaine, Minnesota 55449  
 Telephone: 763.785.6171  
 E-Mail: jkeely@ci.blaine.mn.us

**7. Assignment; Amendments; Waiver; Contract Complete**

- 7.1. 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.
- 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 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.
- 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'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 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.

**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.
- 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 BLAINE**

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: \_\_\_\_\_

**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 BLAINE**

**RESOLUTION**

IT IS RESOLVED that the City of Blaine enter into MnDOT Agreement No. 1028194 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 costs for the Traffic Control Signals construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 65 at 105<sup>th</sup> Avenue NE/104<sup>th</sup> Way within the corporate City limits under State Project No. 106-147-002 and State Project No.0208-159 (T.H. 65 = 005).

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 Blaine at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2017

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

NOTARY  
STAMP

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)



# PRELIMINARY SCHEDULE "I"

Agreement No. 1028914

City of Blaine

S.P. 0208-159

S.A.P. 106-147-002

State Funds

Preliminary: May 15, 2017

Traffic Control Signal construction to start approximately spring 2018 under

State Contract No. \_\_\_\_\_ with \_\_\_\_\_

located on Trunk Highway No. 65 at 105th Avenue North East/104th Way in the City of Blaine

## CITY OF BLAINE TRAFFIC SIGNAL COST PARTICIPATION

TOTALS

(1) Work Items From Sheet No. 2

Traffic Control Signal Cabinet/Controller - State Furnished Materials

Construction and State-Furnished Materials Totals

Construction Engineering (8%)

Totals (Construction + State Furnished Materials + Construction Engineering)

\$218,245.83

14,544.50

\$232,790.33

18,623.23

**\$251,413.56**

(1) Includes Traffic Control Signal System and EVP System

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

ITEM NUMBER	S.P. 0208-159 WORK ITEM		UNIT	QUANTITY	UNIT PRICE	COST (1)(2)
2011.601	AS BUILT	LUMP SUM	0.50	1,455.00	727.50	
2021.501	MOBILIZATION	LUMP SUM	0.48	25,000.00	11,930.00	
2102.501	PAVEMENT MARKING REMOVAL	SQ. FT	219.50	3.52	772.64	
2104.501	REMOVE CURB & GUTTER	LIN FT	162.00	9.26	1,500.12	
2104.503	REMOVE CONCRETE WALK	SQ FT	1,220.00	2.85	3,477.00	
2104.523	SALVAGE SIGN TYPE C	EACH	2.50	52.38	130.95	
2104.603	REMOVE & REPLACE BITUMINOUS PAVEMENT	LIN FT	610.50	33.73	20,592.17	
2301.602	DRILL & GROUT DOWEL BAR (EPOXY COATED)	EACH	27.50	12.38	340.45	
2506.522	ADJUST FRAME & RING CASTING	EACH	2.00	571.60	1,143.20	
2521.618	CONCRETE WALK	SQ FT	1,383.00	11.29	15,614.07	
2531.603	CONCRETE CURB & GUTTER	LIN FT	161.50	37.48	6,053.02	
2531.618	TRUNCATED DOMES	SQ FT	106.00	48.10	5,098.60	
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM	LUMP SUM	0.50	\$260,571.56	130,285.78	
2565.601	EMERGENCY VEHICLE PREEMPTION SYSTEM	LUMP SUM	0.50	\$8,905.60	4,452.80	
2563.601	TRAFFIC CONTROL	LUMP SUM	0.48	3,000.00	1,431.60	
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	0.50	5,000.00	2,500.00	
2564.537	INSTALL SIGN TYPE C	EACH	2.50	198.62	496.55	
2573.530	STORM DRAIN INLET PROTECTION	EACH	4.50	198.85	894.83	
2575.602	SITE RESTORATION	EACH	3.00	867.32	2,601.96	
2582.503	CROSSWALK PREF THERMO GR IN	SQ FT	441.00	18.60	8,202.60	
				TOTAL	\$218,245.83	
	(1) 100% CITY COST	\$218,245.83				
	TRAFFIC CONTROL SIGNAL CABINET/CONTROLLER - STATE FURNISHED MATEF	LUMP SUM	0.50	29,089.00	14,544.50	
				TOTAL	\$14,544.50	
	(2) 100% CITY COST	\$14,544.50				