

MINNESOTA TRANSPORTATION DEPARTMENT
TRAFFIC CONTROL SIGNAL
AGREEMENT NO. 76107
BETWEEN
THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION
AND
THE COUNTY OF ANOKA
AND
THE CITY OF BLAINE
TO

Install new Traffic Control Signals with Street Lights, Emergency Vehicle Pre-emption, Interconnect and Signing on Trunk Highway No. 35W South and North Ramps at County State Aid Highway No. 17 (Lexington Avenue) in Blaine, Anoka County, Minnesota.

S.P. 0280-47
S.A.P. 02-617-11, 106-020-12 and 106-030-03

Prepared by Traffic Engineering

ESTIMATED AMOUNT RECEIVABLE

AMOUNT ENCUMBERED

Anoka County \$107,900.00

Mn/DOT Accounting Information:

Vendor Number: 019227000 00		Fiscal Year: 97	Agency: T-79
Fund: 270	Org/Sub: 4445	Appr: 058	Amount: \$107,900.00

Contract: 415899 / 5-29-97 / RWP

Number/Date/Entry Initials

Order: 30942872/5-29-97 Richard Grenell

Number/Date/Signatures

{Individual signing certifies that funds have been
encumbered as required by Minn. Stat. § 16A.15.]

Budget Office

(Authorized Signature)

THIS AGREEMENT made and entered into by and between the State of Minnesota, Department of Transportation, hereinafter referred to as the "State", and the County of Anoka, hereinafter referred to as the "County", and the City of Blaine, hereinafter referred to as the "City", WITNESSETH:

WHEREAS, Minnesota Statutes Section 161.20 (1994) 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; and

WHEREAS, it is justified and considered mutually desirable to install new traffic control signals with street lights, emergency vehicle pre-emption, interconnect and signing on Trunk Highway No. 35W South and North Ramps at County State Aid Highway No. 17 (Lexington Avenue); and

WHEREAS, the City requests and the State agrees to the installation of Emergency Vehicle Pre-emption Systems hereinafter referred to as the "EVP Systems", as a part of the new traffic control signal installations on Trunk Highway No. 35W South and North Ramps at County State Aid Highway No. 17 (Lexington Avenue) and in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, it is considered in the public's best interest for the County to provide two (2) new cabinets and controllers for said new traffic control signals. Such materials as

described immediately above shall hereinafter be referred to as "County furnished materials"; and

WHEREAS, the operation and maintenance of the traffic control signals with street lights, EVP Systems, interconnect and signing normally provided by the State is to be performed by the County as stated herein; and

WHEREAS, the County, City and the State will participate in the cost, maintenance and operation of the new traffic control signals with street light, EVP Systems, interconnect and signing as hereinafter set forth;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County shall prepare the necessary plan, specifications and proposal which shall constitute "Preliminary Engineering". The State shall perform the construction inspection required to complete the items of work hereinafter set forth, which shall constitute "Engineering and Inspection".

2. The contract cost of the work or, if the work is not contracted, the cost of all labor, materials, and equipment rental required to complete the work, except the cost of providing the power supply to the service poles or pads, shall constitute the actual "Construction Cost" and shall be so referred to hereinafter.

3. The County with its own forces and equipment or by contract shall perform the traffic control signal work provided for under State Project No. 0280-47 and State Aid Project

No.'s 02-617-11, 106-020-12 and 106-030-03 with the Construction Costs shared as follows:

- a. Trunk Highway No. 35W South Ramps at County State Aid Highway No. 17 (Lexington Avenue). System "C".
 1. Install a new traffic control signal with street lights and signing. Estimated Construction Cost is \$88,500.00. State's share is 50 percent. County's share is 25 percent. City's share is 25 percent.
 2. Install EVP System. Estimated Construction Cost is \$5,300.00. State's share is 50 percent. City's share is 50 percent.
- b. Trunk Highway No. 35W North Ramps at County State Aid Highway No. 17 (Lexington Avenue). System "D".
 1. Install a new traffic control signal with street lights and signing. Estimated Construction Cost is \$90,700.00. State's share is 50 percent. County's share is 25 percent. City's share is 25 percent.

2. Install EVP System. Estimated Construction Cost is \$6,300.00. State's share is 50 percent. City's share is 50 percent.

4. The cost to the County for administering the contract and for performing the Preliminary Engineering, and the cost to the State for performing the Engineering and Inspection for the work provided for in Paragraph 3 are considered equal in value and no charges will be made by either party to the other therefore.

5. Payment to the County will be made by the State for 50 percent of the actual costs of the two (2) new cabinets and control equipment [estimated cost is \$25,000.00], furnished to the project, and upon submission by the County of an invoice in quintuplicate to the State's Assistant Division Engineer at Roseville itemizing the costs and certified by a responsible County Official that said materials have been furnished under the terms of this agreement. The invoice and supporting records are subject to audit by the State's representatives.

6. Upon completion of the work provided for in Paragraph 3 hereof to the satisfaction of the State's Assistant Division Engineer at Roseville or his duly authorized representative, the State shall pay to the County the State's share of the actual Construction Costs.

7. The amount to be encumbered for payment to the County from Trunk Highway Funds for the construction work performed under this Agreement is \$107,900.00, which is the State's share of the estimated Construction Costs and the estimated County furnished materials costs. In the event that at any time it appears that such reimbursement will exceed said sum, the County shall promptly notify the State's Assistant Division Engineer at Roseville or his duly authorized representative of the reason for the increase in cost and the amount of additional funds necessary to complete the project. If approved by the State's Assistant Division Engineer at Roseville or his duly authorized representative, additional funds shall be encumbered by the State and notice by the State's Assistant Division Engineer at Roseville or his duly authorized representative to the County of that additional encumbrance will permit the County to complete this project.

8. Payment to the County will be made by the State for such contract work which is complete and approved and upon submission by the County of an invoice in quintuplicate itemizing the actual Construction Cost and certified by a responsible County official that said work has been completed under the terms of this Agreement. The invoice and supporting records are subject to audit by the State's representative at the direction of the State.

9. The County shall submit to the State a certified copy of the low bid received and an abstract of all bids received by the County, together with the County's request for concurrence by the State in the award of a construction contract.

10. The City shall provide an adequate electrical power supply to the service pads or poles, and upon completion of said new traffic control signals with street lights installations (Systems "C" and "D") shall provide necessary electrical power for their operation at the cost and expense of the City.

11. Upon completion of the work contemplated in Paragraph 3 (Systems "C" and "D") hereof, the responsibility for the new traffic control signals is as follows: a) It shall be the County's responsibility, at its cost and expense, to:

- (1) relamp the new traffic control signals, except for the Red LED signal indications which shall be relamped by the State for the 5 year warranty period and by the County thereafter; and
- (2) clean and paint the new traffic control signals and cabinets;

(b) It shall be the City's responsibility, at its cost and expense, to: (1) maintain the luminaires and all its components, including replacement of the luminaire if necessary; (2) relamp the street lights; and (3) clean and paint the luminaire mast arm extensions; and (c) It shall be the State's responsibility, at its cost and expense, to maintain the signing and interconnect, and perform all other traffic control signal and street light

maintenance which is to be performed by the County on a reimbursable basis.

12. The EVP Systems provided for in Paragraph 3 hereof shall be installed, operated, maintained or removed in accordance with the following conditions and requirements:

- a. It shall be the State's responsibility, at its cost and expense, to maintain the EVP Systems which is to be performed by the County on a reimbursable basis.
- b. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Chapter 169.01, Subdivision 5 and 169.03. The City will provide the State's Assistant Division Engineer or his duly appointed representative a list of all such vehicles with emitter units.
- c. Malfunction of the EVP Systems shall be reported to the State immediately.
- d. In the event said EVP Systems or components are, in the opinion of the State, being misused or the conditions set forth in Paragraph b above are violated, and such misuse or violation continues after receipt by the City of written notice thereof from

the State, the State shall remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads and indicator lamps and all other components shall become the property of the State.

e. All timing of said EVP Systems shall be determined by the County's Traffic Operations Engineer.

13. Upon execution and approval of this agreement, the County agrees to maintain and keep in repair the new traffic control signals, street lights, EVP Systems, signing and interconnect, and operate said signals and EVP Systems, including timing, as specified in Paragraphs 11 and 12, and to defend, indemnify, save and hold harmless the State and all of its agents and employees of and from any and all claims, demands, actions or causes of action or whatsoever nature or character arising out of or by reason of the performance or non-performance of the County's obligation to maintain, keep in repair and operate, including timing, the new traffic control signals, street lights, EVP Systems, signing and interconnect under this paragraph: provided, however, that said indemnification shall not exceed the maximum liability established by Minnesota Statute Sec. 466.04 (1984) and as that statute may be amended from time to time.

14. Upon execution and approval of this agreement, the State shall be billed annually by the County for the actual costs of labor, material, equipment and overhead in maintaining and keeping in repair the new traffic control signals, street lights, EVP Systems, signing and interconnect, as specified in Paragraphs 11 and 12 excluding the following: Maintenance of the luminaires and all its components, including replacement of the luminaire if necessary; relamping the new traffic control signals and street lights, except for the Red LED signal indications which shall be relamped by the State for the 5 year warranty period and by the County thereafter; and cleaning and painting the new traffic control signals, cabinets, and luminaire mast arm extensions, assigned to the County, City or State by this Agreement. Payment to the County will be made by the State for such aforementioned costs upon submission by the County of an invoice in quintuplicate itemizing said costs and certified by a responsible County official. The invoice shall be submitted to the Office of Traffic Engineering - Electrical Services Section. The invoice and supporting records are subject to audit by the State's representatives at their direction.

15. Timing of the new traffic control signals provided for herein, shall be determined by the County's Traffic Engineer.

16. Any and all persons engaged in the aforesaid work to be performed by the County shall not be considered employees of the State or City and any and all claims that may or might

arise under the Worker's Compensation Act of this State on behalf of said employees while so engaged, and any and all claims made by any fourth party as a consequence of any act or omission on the part of said employees while so engaged on any of the work contemplated herein shall not be the obligation and responsibility of the State or City. The County shall not be responsible under the Worker's Compensation Act for any employees of the State or City.

17. The State or the County may terminate the terms and conditions covering maintenance and operation contained in Paragraphs 11, 12, 13, 14 and 15, upon providing 30 days notice to the other parties. The County's termination must be accomplished by a resolution of the County Board. The State's termination must be accomplished by a letter from Mn/DOT's Assistant Commissioner. Upon termination, responsibility for the new traffic control signals shall be as follows: a) It shall be the County's responsibility, at its cost and expense, to:

- (1) relamp the new traffic control signals, except for the Red LED signal indications which shall be relamped by the State for the 5 year warranty period and by the County thereafter; and
- (2) clean and paint the new traffic control signals and cabinets;

b) It shall be the City's responsibility, at its cost and expense, to:

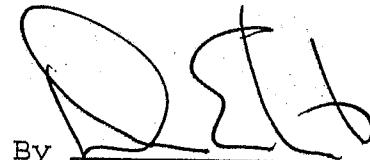
- (1) maintain the luminaires and all its components, including replacement of the luminaire if necessary;
- (2) relamp the street lights; and
- (3) clean and paint the luminaire mast arm

extensions; and (c) It shall be the State's responsibility, at its cost and expense, to maintain the signing and interconnect, and perform all other traffic control signal and street light maintenance. In addition, all timing of the traffic control signals and EVP Systems provided for herein shall be determined by the State, through its Commissioner of Transportation, and no changes shall be made therein except with the approval of the State.

COUNTY OF ANOKA

APPROVED AS TO FORM:

Don Klett
Asst. County Attorney



By Chairman of the Board

Dated 4-22-97

(County Seal)

RECOMMENDED FOR APPROVAL:

John Jay M. Grider
County Highway Engineer

By John Jay M. Grider
County Auditor
Administrator

CITY OF BLAINE

APPROVED AS TO FORM:

D. D'Amorey
City Attorney

By Tom Ryan
Mayor

(City Seal)

By Jeff Trammell
City Manager

STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

Perry A. Banahan
Assistant Division Engineer

DEPARTMENT OF TRANSPORTATION

By Patrick L. Hughes
Assistant Commissioner

Dated 6/5/97

APPROVED AS TO FORM AND EXECUTION:

Original signed by:

Lynn A. Klessig 6/5/97
Legal Assistant
Assistant Attorney General
State of Minnesota

DEPARTMENT OF ADMINISTRATION

ORIGINAL SIGNED BY

By JUN 06 1997

Dated HEATHER C. PICKETT

DEPARTMENT OF FINANCE

By John Killam
Dated 6-6-97