

MINNESOTA TRANSPORTATION DEPARTMENT

TRAFFIC CONTROL SIGNAL

AGREEMENT NO. 90500M

BETWEEN

THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION
AND
THE COUNTY OF ANOKA
AND
THE CITY OF LINO LAKES

TO

Provide Maintenance and Electrical Energy for the new Traffic Control Signals with Street Lights, Emergency Vehicle Pre-emption, Interconnect and Signing on County State Aid Highway No. 23 (Lake Drive) at Town Center Parkway, and on Trunk Highway 35W South and North Ramps at County State Aid Highway No. 23 (Lake Drive), and for the revised Traffic Control Signal with Street Lights, Emergency Vehicle Pre-emption, Interconnect and Signing on County State Aid Highway No. 23 (Lake Drive) at Apollo Drive in Lino Lakes, Anoka County, Minnesota.

S.P. 0280-55 (T.H. 35W=394)
S.A.P. 02-623-13 and 210-020-04

Prepared by Metropolitan Traffic Engineering

ESTIMATED AMOUNT RECEIVABLE

None
Otherwise Covered

AMOUNT ENCUMBERED

None
Otherwise Covered

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

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

CONTRACT

1. The City will prepare the necessary plan, specifications and proposal (Preliminary Engineering). The City will also perform all necessary construction inspection, (Construction Engineering).

2. The City, with its own resources or by contract, will install new Traffic Control Signals and EVP Systems on County State Aid Highway No. 23 (Lake Drive) at Town Center Parkway (System "A"), and on Trunk Highway 35W South Ramps at County State Aid Highway No. 23 (Lake Drive) (System "B"), and on Trunk Highway 35W North Ramps at County State Aid Highway No. 23 (Lake Drive) (System "C"), and revise an existing Traffic Control Signal and EVP System on County State Aid Highway No. 23 (Lake Drive) at Apollo Drive (System "D"), in accordance with State plans, specifications and special provisions designated as State

(2) relamp the new street lights; and (3) clean and paint the new luminaire mast arm extensions; and c) The County will, at its cost and expense, maintain the traffic signal cabinets and control equipment, repair knockdowns of the new Traffic Control Signal Systems, perform all other traffic control signal and street light maintenance, and be responsible for the timing and operation of the new Traffic Control Signals, all on a reimbursable basis with the State. The timing will be determined by the County's Traffic Engineer. Painting will be in accordance with Mn/DOT Standard Specification 2565.3T, unless approved by the State's District Traffic Engineer.

6. Upon completion of this project, the maintenance responsibilities for the new Traffic Control Signal and EVP System (System "A") and the revised Traffic Control Signal and EVP System (System "D") will be covered in a separate agreement between the County and the City.

7. The new EVP Systems (Systems "B" and "C") will be installed, operated, maintained, or removed in accordance with the following conditions and requirements:

- a) The County will maintain the EVP Systems, including timing, on a reimbursable basis with the State.
- b) Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes Section 169.01,

8. The County will maintain and keep in repair the new Traffic Control Signals and EVP Systems (System "B" and "C"). The County will operate the Traffic Control Signals and EVP Systems, including timing, as specified in Paragraphs 5 and 7. The County will defend and indemnify the State from any claims arising out of the performance or non-performance of the County's obligations under this paragraph.

9. The County will invoice the State annually for the actual costs it incurs in maintaining and keeping in good repair the new Traffic Control Signals and EVP Systems (Systems "B" and "C"), as specified in Paragraphs 5 and 7 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; cleaning and painting the new traffic control signals and luminaire mast arm extensions; and cleaning the controllers and service cabinets, assigned to the County and the City by this Agreement. The invoice must be submitted to the State's Metropolitan Electrical Service Unit. The invoice must include a detailed itemization of costs and be signed by a responsible County official, attesting to the validity of the expenses. Subject to State's approval of the expenses and encumbrance of funds, the State will promptly pay the invoice. The invoice, and any supporting documents are subject to audit by proper State officials, for a minimum of six years.

Section 3.736, governs the State's liability. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County and the City. Each party will be solely responsible for its own employees for any Workers' Compensation claims.

12. By signing this agreement, the County, the City and the State authorize each party to enter upon County, City and/or State public right of way to install and maintain the new. (Systems "A", "B", and "C") and revised (System "D") Traffic Control Signals and EVP Systems.

13. 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.

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

15. 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.

16. Minnesota law governs this contract. Venue for all legal proceedings arising out of this Agreement, or its breach,

- b. The County's Authorized Agent for the purpose of the administration of this Agreement is Doug Fischer, Anoka County Engineer, or his successor. His current address and phone number are Anoka County Highway Department, 1440 Bunker Lake Blvd. NW, Andover, MN. 55304, (763) 862-4213.
- c. The City's Authorized Agent for the purpose of the administration of this Agreement is Daniel Tesch, City Administrator or his successor. His current address and phone number are 600 Town Center Parkway, Lino Lakes, MN. 55014, (651) 982-2404.

CITY OF LINO LAKES

By: John My
Mayor

Date: 3/26/2007

By: Galena Darter
Title: City Clerk

Date: 3/26/2007