

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: November 29, 2021  
Item No.: 9.j

Department Approval



City Manager Approval



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Item Description: Adopt a Resolution Approving MnDOT Cooperative Construction Agreement No. 1047236 – Long Lake Road at 35W Ramps

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1 **BACKGROUND**

2 As part of the I-35W MnPass project, the Minnesota Department of Transportation (MnDOT)  
3 determined that the signal at Long Lake Road and the southbound I 35W ramps should be replaced.  
4 Since this was a design/build contract, MnDOT worked with the contractor to have a change order to the  
5 contract to design and construct the new signal. The project consists of replacing the existing signal and  
6 upgrading ADA pedestrian ramps.

7 The attached Cooperative Construction Agreement is an agreement between the City of Roseville and  
8 MnDOT detailing the maintenance responsibilities and cost participation between the agencies for the  
9 final improvements.

10 According to the agreement, the City of Roseville is responsible for 60% of the cost of the  
11 improvements. The cost split is determined by the amount of signal legs in the intersection. The City is  
12 also responsible for the ongoing electrical costs and lighting of the signal system. Roseville currently  
13 pays for these electric expenses on the existing signal system. The overall energy costs should be lower  
14 as all of the new signal indications, as well as all new lighting, will use LED technology.

15 The project was started in late summer and is expected to be completed by the end of November.

16 **FINANCIAL IMPACTS**

17 The total estimated cost to the City, including a 5% add on for contract administration and inspection  
18 costs for the City elements, is \$237,415.82. City staff recommends using Municipal State Aid funds to  
19 cover this cost, which we are allowed to spend on trunk highway projects.

20 **STAFF RECOMMENDATION**

21 Staff recommends the Council adopt the attached resolution approving MnDOT Cooperative  
22 Construction Agreement No. 1047236.

23 **REQUESTED COUNCIL ACTION**

24 Motion to adopt the attached resolution approving MnDOT Cooperative Construction Agreement  
25 No. 1047236.

Prepared by: Jesse Freihammer, City Engineer/Assistant Public Works Director  
Attachments: A: Resolution  
B: Agreement

**EXTRACT OF MINUTES OF MEETING  
OF THE  
CITY COUNCIL OF THE CITY OF ROSEVILLE**

\* \* \* \* \*

1 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City  
2 of Roseville, County of Ramsey, Minnesota was duly held on the 29<sup>th</sup> day of November,  
3 2021, at 6:00 p.m.

4 The following members were present: ; and the following were absent: .

5 Councilmember introduced the following resolution and moved its adoption:

**RESOLUTION No.**

**RESOLUTION APPROVING MnDOT AGREEMENT NO. 1047236**

8 WHEREAS, the Minnesota Department of Transportation is reconstructing the traffic  
9 control signal and associated work upon, along, and adjacent to I-35W southbound ramps  
10 at Long Lake Road within Roseville Corporate City limits under State Project No. 66284-  
11 180 (I-35W); and

12 WHEREAS, elements of this project impact City of Roseville infrastructure and construct  
13 new components of City infrastructure; and

14 WHEREAS, the project will be funded with City of Roseville and State and Federal funds;  
15 and

16 WHEREAS, it is necessary to enter into an agreement to provide for payment by the City  
17 to the State of the City’s share of the project costs and long-term maintenance  
18 responsibilities of all parties on State Project No. 6284-180.

19 NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Roseville  
20 enter into MnDOT Agreement No. 1047236 with the State of Minnesota, Department of  
21 Transportation.

22 To provide for payment by the City to the State of the City's share of the costs of the signal  
23 system construction and other associated construction to be performed upon, along, and  
24 adjacent to Trunk Highway No. 35W from Ramsey County Road B2 to 0.1 miles north of  
25 Sunset Avenue within the corporate City limits under State Project No. 6284-180.

26 IT IS FURTHER RESOLVED that the Mayor and the City Manager are authorized to  
27 execute the Agreement and any amendments to the Agreement.

28 The motion for the adoption of the foregoing resolution was duly seconded by  
29 Councilmember and upon vote being taken thereon, the following voted in favor thereof:  
30 ; and the following voted against the same: .

31 WHEREUPON said resolution was declared duly passed and adopted.



**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF ROSEVILLE  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

State Project Number (S.P.):	<u>6284-180</u>	Estimated Amount Receivable
Trunk Highway Number (T.H.):	<u>35W=063</u>	<u>\$237,415.82</u>
State Aid Project Number (S.A.P.):	<u>160-010-006</u>	
Federal Project Number:	<u>NHPP-HSIP I35W(012)</u>	
Signal System ID:	<u>4090065</u>	

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

**Recitals**

1. The State is performing, as a design-build contract, grading, paving, bridge, and noise wall construction and other associated construction upon, along, and adjacent to Trunk Highway No. 35W from Ramsey County Road B2 to 0.1 miles north of Sunset Avenue according to State-prepared plans, specifications, and special provisions designated by the City as State Aid Project No. 160-010-006 and by the State as State Project No. 6284-180 (T.H. 35W=063) ("Project"); and
2. The State has awarded design-build Contract No. 180705 to Ames Construction, Inc.; and
3. The City and the State, through Change Order No. 0066, have determined that the signal system at the Trunk Highway No. 35W and Long Lake Road ramp will be replaced; and
4. The City will participate in the costs of the signal system construction as described in Change Order No. 0066, including any associated construction engineering and State Furnished Materials costs as outlined in this Agreement; and
5. Agreement No. 1030745 between the State, the City, and Ramsey County addresses additional Project cost and maintenance responsibilities; and
6. 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; Incorporation of Exhibits**

- 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: 3. Maintenance by the City; 8. Liability; Worker

Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 4. Signal System and EVP System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

- 1.4. Exhibits.** 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 awarded design-build Contract No. 180705 to Ames Construction, Inc.

### **2.2. Direction, Supervision, and Inspection of Construction.**

- A. Supervision and Inspection by the State.** The State will direct and supervise all design-build activities performed under the design-build contract, and oversee all construction engineering and inspection functions in connection with the design-build contract construction. All design-build construction will be performed according to the State's Request for Proposals, the Contractor's technical proposal, and approved plans.
- B. Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

### **2.3. Plan Changes, Additional Construction, Etc.**

- A.** The State may request the Contractor to make changes in the design and/or 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 design-build 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 design-build 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 design-build 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.
- C.** The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, design-build contract addenda, change orders, and associated construction engineering costs before the completion of the contract construction. If the construction engineering costs are not included in any change order estimates, the amount will be added to the City's estimate of costs.

- 2.4. Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the design-build contract to be completed in a satisfactory manner. Acceptance by the State of the completed design-build contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the design-build contract construction.

**2.5. Replacement of Castings.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the design-build contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

### 3. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

**3.1. Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

The State will maintain crosswalk markings on the Trunk Highway at ramps which intersect with City roads.

### 4. Signal System and EVP System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and Emergency Vehicle Preemption (EVP) System on T.H. 35W at Long Lake Rd. and for the Interconnect on T.H. 35W from Long Lake Road to Cleveland Avenue.

#### 4.1. 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(s) or pole(s) and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and Interconnect.
- B. Minor Signal System 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 or 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.
  - v. Paint and maintain the cross street pedestrian crosswalk markings.

#### 4.2. State Responsibilities.

- A. Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, 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 their 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.

**4.3. 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.

**4.4. Related Agreements.** This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 63726M, dated December 22, 1986, between the parties.

**4.5. State Furnished Materials.** The State will furnish an "R" cabinet with fiber, a video detection camera, and a PTZ camera ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal system covered under this Agreement. The City's lump sum share for State Furnished Materials is **\$35,586.48**. The City's cost share for State Furnished Materials will be added to the City's total lump sum construction cost share.

## 5. City Cost and Payment by the City

**5.1. City Cost.** **\$237,415.82** is the City's full and complete lump sum cost for signal system construction under Change Order No. 0066. Said lump sum cost includes **\$190,523.82** for construction, **\$35,586.48** for State Furnished Materials, and **\$11,305.52** for associated construction engineering costs, as shown in the Schedule "I".

**5.2. Conditions of Payment.** The City will pay the State the full and complete lump sum amount after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City.
- B. The City's receipt of a written request from the State for the advancement of funds.

**5.3. Additional City Requested Work.** Upon completion of all design-build 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 an invoice and submit a copy to the City. The invoice 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: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
 Telephone: (651) 366-4634  
 E-Mail: malaki.ruranika@state.mn.us

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

Name, Title: Marc Culver, City Engineer (or successor)  
 Address: 2660 Civic Center Drive, Roseville, MN 55113  
 Telephone: (651) 792-7041  
 E-Mail: marc.culver@cityofroseville.com

**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 US DOT Standard Title VI/Non-Discrimination Assurances contained in 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](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. 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.

#### **14. Termination; Suspension**

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

**14.2. *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 design-build contract construction under the Project. Termination must be by written or fax notice to the City.

**14.3. *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.

#### **15. 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.

[The remainder of this page has been intentionally left blank]

**CITY OF ROSEVILLE**

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.**

**SCHEDULE "I"**  
**Agreement No. 1047236**  
**City of Roseville**

S.P. 6284-180 (T.H. 35W=063)

Date: September 3, 2021

S.A.P. 160-010-006

Fed. Proj. NHPP-HSIP I35W(012)

Grading, paving, bridge and noise wall construction under  
 State Contract No. 180705 with Ames Construction, Inc.  
 located on Trunk Highway No. 35W from Ramsey County Road B2 to 0.1 miles north of Sunset Avenue

<b>CITY COST PARTICIPATION</b>	
Change Order No. 0066 Signal System Work Items (From Sheet No. 2)	190,523.82
State Furnished Materials (From Sheet No. 2)	35,586.48
Subtotal	\$226,110.30
Construction Engineering (5%)	11,305.52
<b>(1) Total City Cost</b>	<b>\$237,415.82</b>

(1) Amount of advance payment as described in Article 6 of the agreement (estimated amount)



**CITY OF ROSEVILLE**

**RESOLUTION**

IT IS RESOLVED that the City of Roseville enter into MnDOT Agreement No. 1047236 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 signal system construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 35W from Ramsey County Road B2 to 0.1 miles north of Sunset Avenue within the corporate City limits under State Project No. 6284-180.

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 Roseville 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)