

RESOLUTION

2002-13

City Copy

WHEREAS, plans for Project Nos. SAP 82-613-13 (traffic signal installation at County State Aid Highway No. 13 and the north Interstate 94 ramps); SAP 82-613-16 (street improvements and traffic signal installation at County State-Aid Highway No. 13 and Hudson Boulevard North); SAP 82-613-18 (reconstruction/overlay of County State-Aid Highway No. 13, from Interstate 94 to County State-Aid Highway No. 10); SAP 82-610-09 (traffic signal installation at County State-Aid Highway No. 13 and County State-Aid Highway No. 10); SP 8282-98 (overlay and improvements to Hudson Boulevard, from Eagle Point Boulevard to County State Aid Highway No. 15) within the limits of the City as a State Aid Project have been prepared and presented to the City.

NOW, THEREFORE, BE IT RESOLVED: That said plans be in all things approved.

Dated this 6th day of March, 2002.

CERTIFICATION

State of Minnesota
County of Washington
City of Lake Elmo

I hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the City Council of Lake Elmo at a meeting thereof held in the City of Lake Elmo, Minnesota, on the 6th day of March, 2002, as disclosed by the records of said City in my possession.

Mary Suzanne

(Seal)

**WASHINGTON COUNTY COOPERATIVE AGREEMENT
WITH CITY OF LAKE ELMO FOR COUNTY STATE AID HIGHWAY (CSAH) 13
AND HUDSON BOULEVARD NORTH CONSTRUCTION**

THIS AGREEMENT, by and between the City of Lake Elmo, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County":

WITNESSETH:

WHEREAS, the County and the City desire to design, construct, and maintain a traffic signal and roadway improvements at the intersection of CSAH 13 (Inwood Avenue North) & Hudson Boulevard North; and

WHEREAS, the City, under a separate agreement, will receive a turnback of Hudson Boulevard North between CSAH 13 & CSAH 15 from the Minnesota Department of Transportation which will include funds for the cost of bituminous overlay for Hudson Boulevard North between Eagle Point Boulevard and CSAH 15 and costs for the traffic signal and roadway improvements at the intersection of CSAH 13 (Inwood Avenue North) & Hudson Boulevard North; and

WHEREAS, the City will receive \$1,126,400 from the Minnesota Department of Transportation in their turnback agreement; and

WHEREAS, the City desires to have a bituminous overlay completed on Hudson Boulevard North between Eagle Point Boulevard and CSAH 15; and

WHEREAS, the City and the County desire the County to manage, design, and construct both the projects; and

WHEREAS, the City and the County desire to use the funds from the City's turnback agreement with the Minnesota Department of Transportation and State Aid funds to complete the projects; and

WHEREAS, the project numbers for this project are SAP 82-613-16 and SP 8282-98 and;

WHEREAS, a cooperative effort between the City and the County is the appropriate method to facilitate the construction; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PLANS AND SPECIFICATION PREPARATION

1. The County shall be responsible for the preparation of the necessary plans and specifications of the projects, making all tests and obtaining all approvals required in arriving at the bid specifications for this project.

B. ADVERTISEMENT AND AWARD OF CONTRACT

1. After the plans and specifications have been approved, all permits and approvals obtained, and acquisition of necessary rights-of-way and easements, the County shall advertise for construction bids.
2. The County shall award the contract but concurrence of award by the City shall be a condition precedent to the award of the bid.

C. CONSTRUCTION ADMINISTRATION, OBSERVATION, AND TESTING

1. The County shall be responsible for the construction administration of the project and for the observation and testing for all construction items.

D. COST PARTICIPATION ITEMS AND ESTIMATED COSTS

1. The \$1,126,400 will be broken down between the two projects as follows:

Project	Dollar
Overlay and improvements to Hudson Blvd between CSAH 15 and Eagle Point Boulevard	\$500,000
CSAH 13 & 4 th Street / Hudson Blvd traffic signal and lane improvements.	\$626,000

The \$626,400 for improvements and a traffic signal at the intersection of CSAH 13 & 4th Street / Hudson Blvd will be further broken down as follows:

Item	Dollar
4 th Street North Geometric Improvements which include: <ul style="list-style-type: none"> ▪ Widening to allow for tight, through and left approach lanes ▪ A concrete median ▪ Two receiving lanes to receive north bound CSAH 13 dual left turn lanes 	\$250,000
Hudson Boulevard North Geometric Improvements which include: <ul style="list-style-type: none"> ▪ Widening to allow for dual left, through and a right turn-through lane ▪ A concrete median ▪ One receiving lane 	\$250,000
Traffic Signal Costs	\$126,400

2. The Hudson Boulevard overlay project consists of a bituminous overlay for the entire length of the project. Areas of pavement that are in poor condition will be cut out and replaced. Large cracks will be milled and patched prior to the overlay. This project is currently estimated at \$534,000, including engineering and construction administration. See Attachment A. Per this agreement, the City will have \$500,000 to use towards this project. There will be no additional City cost if final costs for the project (including engineering and construction costs) are over \$500,000. If the final costs for the project (including engineering and construction costs) are less than \$500,000, the County will reimburse the City for the difference.
3. Included in the amount set forth in Section 2, the City is responsible for County engineering fees as follows:
 - a. Ten percent of the City's construction costs for design engineering shall be included in the final costs for the project. This City cost is estimated at \$45,275.

- b. Eight percent of the City's construction costs for construction observation and testing, construction surveying, and project administration shall be included in the final construction costs. This City cost is estimated at \$36,220.
4. The total estimated amount that the City will pay to Washington County is as follows:

ITEM	AMOUNT
OVERLAY AND REPAIR TO HUDSON BOULEVARD Construction Contract	\$452,750
HUDSON BOULEVARD OVERLAY - DESIGN ENGINEERING (10% of Construction)	\$45,275
HUDSON BOULEVARD OVERLAY - CONSTRUCTION ENGINEERING & ADMINISTRATION (8% of Construction)	\$36,220
HUDSON BOULEVARD OVERLAY - TOTAL (not to exceed)	\$500,000
CSAH 13 & 4 TH STREET / HUDSON BLVD	\$626,400
TOTAL	\$1,626,400

5. Actual costs shall be based on the contractor's unit prices and the quantities constructed. Attached is a copy of the Construction Cost Share (Exhibit A) identifying the City's cost items and demonstrating the method of cost calculation.
- a. Percentages identified above are estimated in accordance with the "Policies for Cost Participation Between Washington County and Other Agencies for Cooperative Highway Improvement Projects."

F. PAYMENT

1. The County will invoice the City for an amount equal to \$1,126,400. This invoice will be payable upon receipt of the funds from Mn/DOT.
2. The County shall, when a construction contract is awarded, prepare a revised estimate and cost participation breakdown based on the contract unit prices and submit a copy to the City. This shall be for information only, and no additional payment will be required of the City.
3. Upon substantial completion of the work, the County shall prepare an updated revised estimate of cost participation breakdown that will be based upon the contract unit prices and the actual units of work performed and submit a copy to the City. The engineering costs to be paid to the County by the City shall be

based on this estimated final construction cost.

In the event the calculations show that the City has advanced funds in greater amount than is due the County, the County shall refund without interest the amount to the City.

G. CHANGE ORDERS AND SUPPLEMENTAL AGREEMENTS

1. Any modifications or additions to the final approved plans and/or specifications shall be made part of the construction contract by change order or by supplemental agreement but only after concurrence by the City, and shall be paid for as set forth in Section E. of this Agreement.
2. Through written request, the City may request changes to the final approved plans and/or specifications. Any city utility or facility which is subsequently modified or added to the final approved plans and specifications shall be made by a written amendment to this Agreement, shall be made part of the construction contract by change order or supplemental agreement, and shall be paid for wholly by the City.

H. OWNERSHIP

1. Hudson Boulevard
 - a. Upon completion of the project, the City shall maintain the portion of Hudson Boulevard between CSAH 13 & CSAH 15. The ownership of this road will be transferred under a separate agreement between the City and Mn/DOT.
2. Traffic Signal
 - a. Upon completion of the project, the traffic signal located at CSAH 13 & Hudson Blvd, and all associated components, whether located in County, City or State ROW shall become the property of the County. Maintenance and electricity costs associated with the traffic signal will be covered under a separate agreement.

I. LIQUIDATED DAMAGES

1. Any liquidated damage assessed the contractor in connection with the work performed on the project shall be shared by the City and the County in the following proportion: The respective total share of construction work to the total construction cost without any deduction for liquidated damages.

J. CONDITIONS

1. The City shall not assess or otherwise recover any portion of its cost for this project through levy on County-owned property.

K. CIVIL RIGHTS AND NON-DISCRIMINATION

1. The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

L. WORKERS COMPENSATION

1. It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

M. INDEMNIFICATION

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this agreement.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

CITY OF LAKE ELMO

COUNTY OF WASHINGTON

By *Lee Hunt*
Mayor

By _____
Myra Peterson, Chairperson
Washington County Board of
Commissioners

Date *3/6/02*

Date _____

By *Mary Kaymer*
City Administrator

By _____
James R. Schug
County Administrator

Date *3/6/02*

Date _____

Approved as to form:

Approved as to form:

Adam Zilla *3-6-02*
City Attorney Date

Asst. County Attorney Date

Recommended for approval:

Recommended for approval:

Cheryl Dew *3.6.02*
City Engineer Date

Donald C. Wisniewski Date
Director/County Engineer, Department of
Transportation & Physical Development

EXHIBIT A

HUDSON BOULEVARD NORTH

CONSTRUCTION COST SHARE ESTIMATE

Minnesota Department of Transportation

City of Lake Elmo

Hudson Blvd Release
Overlay, Patching, Shouldering, Curb Gutter Estimate

ITEM NUMBER	ITEM DESCRIPTION	UNIT	TOTAL QTY	EST. UNIT COST	TOTAL COST
2021.501	MOBILIZATION	LS	1.0	\$20,000.00	\$20,000.00
2104.505	REMOVE PAVEMENT	SY	11400.0	\$1.50	\$17,100.00
2104.513	SAWING BITUMINOUS SHOULDER PAVEMENT (FULL DEPTH)	LF	2994.0	\$3.00	\$8,982.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	288.0	\$3.00	\$864.00
2211.501	AGGREGATE BASE CLASS 5	TON	3556.8	\$6.37	\$22,656.82
2221.501	AGGREGATE SHOULDERING CLASS 5	TON	434.5	\$7.00	\$3,041.50
2231.501	PATCH CRACKS (INCLUDES MILLING)	TON	305.9	\$100.00	\$30,585.00
2231.501	PATCH SHOULDERS (INCLUDES REMOVAL)	TON	122.0	\$100.00	\$12,195.00
2350.602	TYPE LV4 NON-WEAR COURSE	TON	1881.0	\$30.00	\$56,430.00
2350.602	TYPE LV4 WEARING COURSE (OVERLAY)	TON	8272.0	\$30.00	\$248,160.00
2357.602	BITUMINOUS MATERIAL FOR TACK COAT	GAL	3760.0	\$1.00	\$3,760.00
2506.516	CASTING ASSEMBLY	EACH	1.0	\$450.00	\$450.00
2531.501	CONCRETE CURB & GUTTER DESIGN B624	LF	30.0	\$30.00	\$900.00
2563.601	TRAFFIC CONTROL	LS	1.0	\$12,000.00	\$12,000.00
2564.602	24" STOP LINE WHITE - POLY PREFORMED	LF	60.0	\$15.00	\$900.00
2564.603	4" SOLID LINE WHITE - EPOXY	LF	37600.0	\$0.25	\$9,400.00
2564.603	4" BROKEN LINE WHITE - EPOXY	LF	1253.3	\$0.25	\$313.33
2564.603	4" DOUBLE SOLID LINE YELLOW - EPOXY	LF	6266.7	\$0.50	\$3,133.35
2564.603	4" SOLID/BROKEN - EPOXY	LF	7520.0	\$0.25	\$1,880.00
SUBTOTAL					\$452,750.99
10% Contingency					\$45,275.10
8% Engineering					\$36,220.08
TOTAL					\$534,246.17

EXHIBIT B

CSAH 13 (INWOOD AVENUE NORTH)/4th Street-Hudson Boulevard

CONSTRUCTION COST SHARE ESTIMATE

STATEMENT OF ESTIMATED QUANTITIES

ITEM NO.	SPEC NO.	ITEM	UNIT				TOTAL QUANTITY	UNIT PRICE				TOTAL COST
				SAP 82-613-16	CITY OF OAKDALE 2002-02	CITY OF LAKE ELMO			SAP 82-613-16	CITY OF OAKDALE 2002-02	CITY OF LAKE ELMO	
1.00	2021.501	MOBILIZATION	LS	0.20	0.50	0.30	1	\$ 40,000.00	\$ 8,000.00	\$ 20,000.00	\$ 12,000.00	\$ 40,000.00
2	2104.501	REMOVE CONCRETE CURB	LF		10	10	20	\$ 2.00	\$ -	\$ 20.00	\$ 20.00	\$ 40.00
3	2104.501	REMOVE CONCRETE PIPE	LF		54		54	\$ 30.00	\$ -	\$ 1,620.00	\$ -	\$ 1,620.00
4	2104.501	REMOVE METAL PIPE	LF		302	87	389	\$ 5.00	\$ -	\$ 1,945.00	\$ 435.00	\$ 1,945.00
5	2104.505	REMOVE BIT. SURFACE	SY	200	100	100	400	\$ 2.00	\$ 400.00	\$ 200.00	\$ 200.00	\$ 800.00
6	2104.505	RECLAIM BIT SURFACE	SY		6,320	5,365	11,715	\$ 3.00	\$ -	\$ 18,960.00	\$ 16,185.00	\$ 35,145.00
7	2104.521	SALVAGE 12" RC PIPE	LF			80	80	\$ 10.00	\$ -	\$ -	\$ 800.00	\$ 800.00
8	2104.521	SALVAGE 18" RC PIPE	LF		88		88	\$ 12.00	\$ -	\$ 1,056.00	\$ -	\$ 1,056.00
9	2104.521	SALVAGE 24" RC PIPE	LF		28		28	\$ 14.00	\$ -	\$ 392.00	\$ -	\$ 392.00
10	2104.523	SALVAGE 12" RC APRON	EA			2	2	\$ 100.00	\$ -	\$ -	\$ 200.00	\$ 200.00
11	2104.523	SALVAGE 18" RC APRON	EA		2		2	\$ 120.00	\$ -	\$ 240.00	\$ -	\$ 240.00
12	2104.523	SALVAGE 24" RC APRON	EA		2		2	\$ 140.00	\$ -	\$ 280.00	\$ -	\$ 280.00
13	2106.501	COMMON EXCAVATION	CY	450	7,500	4,800	12,750	\$ 5.00	\$ 2,250.00	\$ 37,500.00	\$ 24,000.00	\$ 63,750.00
14	2106.525	TOPSOIL BORROW (LV)	CY		500	500	1,000	\$ 8.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00
15	2130.501	WATER FOR DUST CONTROL	M GAL		10	10	20	\$ 40.00	\$ -	\$ 400.00	\$ 400.00	\$ 800.00
16	2211.501	AGGREGATE BASE CLASS 5	TN	350	4,500	2,200	7,050	\$ 9.00	\$ 3,150.00	\$ 40,500.00	\$ 19,800.00	\$ 63,450.00
17	2211.502	AGGREGATE BASE CLASS 3 (LV)	CY	900	7,400	4,650	12,950	\$ 5.00	\$ 4,500.00	\$ 37,000.00	\$ 23,250.00	\$ 64,750.00
18	2331.503	SAWED/SEALED JOINT	LF		2,100	1,800	3,900	\$ 0.50	\$ -	\$ 1,950.00	\$ 900.00	\$ 1,950.00
19	2350.501	TYPE LV AGG. 4 WEARING COURSE	TN	65	1,330	1,000	2,395	\$ 32.00	\$ 2,080.00	\$ 42,560.00	\$ 32,000.00	\$ 76,640.00
20	2350.502	TYPE LV AGG. 3 NON-WEARING COURSE	TN	65	1,330	1,000	2,395	\$ 30.00	\$ 1,950.00	\$ 39,900.00	\$ 30,000.00	\$ 71,850.00
21	2350.503	TYPE LV AGG. 4 WEARING COURSE 2" THICK	SY		100		100	\$ 5.00	\$ -	\$ 500.00	\$ -	\$ 500.00
22	2350.505	TYPE LV AGG. 4 WEARING COURSE FOR TRAIL	TN		100		100	\$ 32.00	\$ -	\$ 3,200.00	\$ -	\$ 3,200.00
23	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	20	550	400	970	\$ 1.50	\$ 30.00	\$ 825.00	\$ 600.00	\$ 1,455.00
24	2501.515	24" RC PIPE APRON W/ TRASH GUARD	EA		2	1	3	\$ 850.00	\$ -	\$ 1,700.00	\$ 850.00	\$ 2,550.00
25	2503.541	12" RC PIPE SEWER CLASS V DESIGN 3006	LF		217	32	249	\$ 15.00	\$ -	\$ 3,735.00	\$ 480.00	\$ 3,735.00
26	2503.541	18" RC PIPE SEWER CLASS V DESIGN 3006	LF		17	118	135	\$ 21.00	\$ -	\$ 357.00	\$ 2,478.00	\$ 2,835.00
27	2503.541	24" RC PIPE SEWER CLASS V DESIGN 3006	LF		590		590	\$ 30.00	\$ -	\$ 17,700.00	\$ -	\$ 17,700.00
28	2503.541	36" RC PIPE SEWER CLASS III DESIGN 3006	LF		442		442	\$ 40.00	\$ -	\$ 17,680.00	\$ -	\$ 17,680.00
29	2503.541	42" RC PIPE SEWER CLASS III DESIGN 3006	LF		123		123	\$ 50.00	\$ -	\$ 6,150.00	\$ -	\$ 6,150.00
30	2503.541	48" RC PIPE SEWER CLASS III DESIGN 3006	LF		334		334	\$ 60.00	\$ -	\$ 20,040.00	\$ -	\$ 20,040.00
31	2503.541	54" RC PIPE SEWER CLASS III DESIGN 3006	LF		155		155	\$ 80.00	\$ -	\$ 12,400.00	\$ -	\$ 12,400.00
32	2503.571	INSTALL SALVAGED 12" RC PIPE	LF			80	80	\$ 5.00	\$ -	\$ -	\$ 400.00	\$ 400.00
33	2503.571	INSTALL SALVAGED 18" RC PIPE	LF		86		86	\$ 6.00	\$ -	\$ 528.00	\$ -	\$ 528.00
34	2503.571	INSTALL SALVAGED 24" RC PIPE	LF		28		28	\$ 10.00	\$ -	\$ 280.00	\$ -	\$ 280.00
35	2503.573	INSTALL SALVAGED 12" RC APRON	EA		1		1	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00
36	2503.573	INSTALL SALVAGED 18" RC APRON	EA		1	1	2	\$ 175.00	\$ -	\$ 175.00	\$ 175.00	\$ 350.00
37	2503.573	INSTALL SALVAGED 24" RC APRON	EA		2		2	\$ 200.00	\$ -	\$ 400.00	\$ -	\$ 400.00
38	2504.602	ADJUST EXISTING C.V. BOX	EA		6	2	8	\$ 100.00	\$ -	\$ 600.00	\$ 200.00	\$ 800.00
39	2506.502	CONSTRUCT CATCH BASIN DESIGN X	EA		5		5	\$ 1,100.00	\$ -	\$ 5,500.00	\$ -	\$ 5,500.00
40	2506.502	CONSTRUCT CATCH BASIN/ MH DESIGN ST-1A	EA		9		9	\$ 1,800.00	\$ -	\$ 16,200.00	\$ -	\$ 16,200.00
41	2506.502	CONSTRUCT MANHOLE DESIGN ST-1B	EA		6		6	\$ 1,800.00	\$ -	\$ 10,800.00	\$ -	\$ 10,800.00
42	2506.502	CONSTRUCT CATCH BASIN DESIGN 4021E	EA		2		2	\$ 1,500.00	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00
43	2521.501	4" CONCRETE WALK - EXPOSED AGGREGATE FINISH	SF		2,250	750	3,000	\$ 4.00	\$ -	\$ 9,000.00	\$ 3,000.00	\$ 12,000.00
44	2521.501	4" CONCRETE WALK	SF		128	128	256	\$ 4.00	\$ -	\$ 512.00	\$ 512.00	\$ 1,024.00
45	2506.522	ADJUST EXISTING FRAME RING AND CASTING	EA		2	6	8	\$ 150.00	\$ -	\$ 300.00	\$ 900.00	\$ 1,200.00
46	2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LF		1,360	500	1,860	\$ 8.00	\$ -	\$ 10,880.00	\$ 4,000.00	\$ 14,880.00
47	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LF		2,400	550	2,950	\$ 10.00	\$ -	\$ 24,000.00	\$ 5,500.00	\$ 29,500.00
48	2531.503	CONCRETE MEDIAN	SY	200			200	\$ 30.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
49	2545.501	ELECTRIC LIGHT SYSTEM	LS		1		1	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
50	2550.501	SIGNAL SYSTEM	LS	1			1	\$ 175,000.00	\$ 175,000.00	\$ -	\$ -	\$ 175,000.00
51	2563.50	TRAFFIC CONTROL	LS	0.20	0.40	0.40	1	\$ 16,000.00	\$ 3,200.00	\$ 6,400.00	\$ 6,400.00	\$ 16,000.00
52	2563.610	FLAG PERSON	HR	12	24	24	60	\$ 45.00	\$ 540.00	\$ 1,080.00	\$ 1,080.00	\$ 2,700.00
53	2564.602	PVMT MESS. WHITE ARROW POLY. PREFORMED	EA		9	11	20	\$ 150.00	\$ -	\$ 1,350.00	\$ 1,650.00	\$ 3,000.00
54	2564.603	PVMT MARK. 24" WHITE STRIPE POLY. PREFORMED	LF		38		38	\$ 10.00	\$ -	\$ 380.00	\$ -	\$ 380.00
55	2564.603	PVMT MARK. 24" SOLID YELLOW EPOXY	LF		330	401	731	\$ 2.00	\$ -	\$ 660.00	\$ 802.00	\$ 1,462.00
56	2564.603	PVMT MARK. 4" BROKEN LINE WHITE EPOXY	LF		170		170	\$ 0.30	\$ -	\$ 51.00	\$ -	\$ 51.00
57	2564.603	PVMT MARK. 4" DOUBLE SOLID YELLOW EPOXY	LF		1,388	1,937	3,325	\$ 0.60	\$ -	\$ 832.80	\$ 1,162.20	\$ 1,995.00
58	2564.603	PVMT MARK. 4" SOLID WHITE EPOXY	LF		3,094	3,384	6,458	\$ 0.30	\$ -	\$ 928.20	\$ 1,009.20	\$ 1,937.40
59	2564.604	PVMT MARK. CROSS WALK POLY. PREFORMED	SF		252	270	522	\$ 2.00	\$ -	\$ 504.00	\$ 540.00	\$ 1,044.00
60	2564.604	STREET SIGNS INCLUDING POST	SF	50	193	190	342.75	\$ 35.00	\$ 1,750.00	\$ 6,746.25	\$ 3,500.00	\$ 11,996.25
61	2573.501	BALE CHECK AT CATCH BASIN	EA		20	2	22	\$ 50.00	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
62	2573.502	SILT FENCE PREASSEMBLED	LF		500	500	1,000	\$ 3.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00
63	2575.501	SEEDING	AC		1	1	2	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ 1,000.00
64	2575.502	SEED MIXTURE 50A	LB		100	100	200	\$ 50.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
65	2575.505	SODDING TYPE 1	SY		4,500	3,300	7,800	\$ 3.00	\$ -	\$ 13,500.00	\$ 9,900.00	\$ 23,400.00
66	2575.511	MULCH MATERIAL TYPE 1	TN		2	2	4	\$ 250.00	\$ -	\$ 500.00	\$ 500.00	\$ 1,000.00
67	2575.519	DISC ANCHORING	AC		1	1	2	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ 400.00

10% Design Engineering	\$ 208,850.00	\$ 461,482.25	\$ 226,128.40	\$ 890,450.65
8% Construction Engineering & Administration	\$ 20,885.00	\$ 46,145.23	\$ 22,012.84	\$ 89,043.07
Total Estimated Cost	\$ 18,783.95	\$ 41,458.79	\$ 19,777.25	\$ 80,000.00
	\$ 248,498.95	\$ 549,056.27	\$ 261,918.49	\$ 1,059,473.72

WASHINGTON COUNTY
DEPARTMENT OF TRANSPORTATION
AND PHYSICAL DEVELOPMENT
TRAFFIC CONTROL SIGNAL
MAINTENANCE AGREEMENT

BETWEEN

THE COUNTY OF WASHINGTON

AND

THE CITY OF LAKE ELMO

FOR

MAINTENANCE OF A TRAFFIC CONTROL SIGNAL AT THE
INTERSECTION OF 10TH STREET NORTH (CSAH 10)
AND INWOOD AVENUE (CSAH 13)
IN LAKE ELMO

THIS AGREEMENT made and entered into by and between the County of Washington, a political subdivision of the State of Minnesota, hereinafter referred to as the "County" and the City of Lake Elmo, Minnesota, a municipal corporation, hereinafter referred to as the "City";

WHEREAS, it has been determined to install a traffic control signal at the intersection of 10th Street North (CSAH 10) and Inwood Avenue (CSAH 13), and;

WHEREAS, the County and City will share in the maintenance costs of the traffic control signal as hereinafter set forth;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County shall install or cause the installation of an actuated traffic control signal with overhead and pedestrian indications at 10th Street North (CSAH 10) and Inwood Avenue (CSAH 13) in the City.
2. The City shall provide necessary electrical power for its operation and clean and relamp the luminaries (overhead street lights) at the cost and expense of the City.
3. The County shall, maintain, and keep in repair the Emergency Vehicle Preemption System at the City's cost and expense.
4. The County shall maintain and keep in repair the traffic signal, including relamping, cleaning, and painting of the signal at its cost and expense.
5. The City shall indemnify, save, and hold harmless the County and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of, or by reason of, the performance of any work by the City provided for hereby, and further agrees to defend, without cost or expense to the County, its agents or employees, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of the work to be performed by the City.
6. Any and all persons engaged in the aforesaid work to be performed by the County shall not be considered employees of the City, and any and all claims that may or might arise under the Workmen's Compensation Act of this State on behalf of said employees while so engaged, and any and all claims made by any third 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 City. The County shall not be responsible under the Workmen's Compensation Act for any employees of the City.
7. The County shall indemnify, save, and hold harmless the City and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of, or by reason of, the performance of any work by the County provided for hereby, and further agrees to defend, without cost or expense to the City, its agents or employees, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of the work to be

