

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

State Project Number (SP):	<u>0202-121</u>	Original Amount Encumbered
Trunk Highway Number (TH):	<u>10=003</u>	<u>\$735,103.68</u>
State Aid Project Number (SAP):	<u>199-115-005</u>	
City Project Number (CP):	<u>20-05</u>	

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

Recitals

1. The City will perform grading, bituminous pavement, concrete curb and gutter, bituminous trail, and municipal utilities construction and other associated construction upon, along, and adjacent to Trunk Highway No. 10 from 490 feet west of Bowers Drive Northwest to 1,250 feet east of Bowers Drive Northwest and upon, along, and adjacent to Riverdale Drive from Bowers Drive Northwest to 1,200 feet east of Llama Street Northwest according to City-prepared plans, specifications, and special provisions designated by the City as State Aid Project No. 199-115-005 and by the State as State Project No. 0202-121 (TH 10=003) ("Project"); and
2. The City requests the State participate in the costs of the new frontage road, cable guardrail, and trunk highway access closure construction and the State is willing to participate in the costs of said construction and associated construction engineering; and
3. Since a portion of the Project is on the National Highway System (NHS) Right-of-Way, the State will perform oversight engineering of that portion of the Project in connection with the construction as required by the Stewardship Plan between the Federal Highway Administration (FHWA) and the State, dated May 2015, to ensure that the Federal highway program is delivered consistent with applicable laws, regulations, and policies and any construction activity undertaken on or affecting the trunk highway system is designed and constructed in accordance with the laws and rules of the State of Minnesota and policies of the Department of Transportation; and
4. 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: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 10. Liability; Worker Compensation Claims; Insurance; 13. State Audits; 14. Government Data Practices; 15. Governing Law; Jurisdiction; Venue; and 17. Force Majeure.
- 1.4. *Plans, Specifications, and Special Provisions.*** State-Aid approved City plans, specifications, and special provisions designated by the City as State Aid Project No. 199-115-005 and by the State as State Project No. 0202-121 (TH 10=003) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").
- 1.5. *Exhibits.*** Preliminary Schedule "I" is attached and incorporated into this Agreement.

2. Right-of-Way Use

- 2.1. *Limited Right to Occupy.*** The State grants to the City (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the Project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this Project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. *State Access; Suspension of Work; Remedial Measures.*** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may notify and require the City (and its contractors and consultants) to suspend their operations until the City (and its contractors and consultants) take all necessary actions to rectify the situation to the satisfaction of the State. The State will have no liability to the City (or its contractors or consultants) for exercising or failing to exercise its rights under this provision.
- 2.3. *Traffic Control; Worker Safety.*** While the City (and its contractors and consultants) are occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. *State Ownership of Improvements.*** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.

2.5. Utility Relocation. The State authorizes the City to issue Notices and Orders for utility relocation in accordance with Minnesota Statutes §161.45 and Minnesota Rules Part 8810.3100 through 8810.3600.

3. Contract Award and Construction

3.1. Bids and Award. The City will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.

3.2. Bid Documents Furnished by the City. The City will, within 7 days of opening bids for the construction contract, submit to the State's State Aid Agreements Engineer a copy of the low bid and an abstract of all bids together with the City's request for concurrence by the State in the award of the construction contract. The City will not award the construction contract until the State advises the City in writing of its concurrence.

3.3. Rejection of Bids. The City may reject, and the State may require the City to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the City will repeat the bidding process in a reasonable period of time, without cost or expense to the State.

3.4. Contract Terms. The City's contract with its construction contractor(s) must include the following terms:

- A.** A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's Right-of-Way; and
- B.** A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and
- C.** A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.

3.5. Direction, Supervision, and Inspection of Construction.

- A.** The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The City will give the State Aid Agreements Engineer at Roseville five days' notice of its intention to start the contract construction.
- B.** Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

3.6. Performance of Oversight Engineering.

- A.** The State will perform oversight engineering on that portion of the Project involving construction on the State's Trunk Highway Right-of-Way as required by the FHWA Stewardship Agreement pertaining to work by local agencies on the NHS.

- B. Oversight engineering will consist of the following items which impact the NHS:
- i. Review, approve, and provide concurrence of all change orders that pertain to the work on the trunk highway Right-of-Way; and
 - ii. Review of documented inspection and materials testing; and
 - iii. Periodic construction inspections; and
 - iv. Review traffic control; and
 - v. Periodically attend weekly meetings; and
 - vi. Review contractor's schedules; and
 - vii. Review/approval of any closures of lanes on the trunk highway; and
 - viii. Any other oversight engineering duties required by the FHWA and/or the State.

3.7. Contaminated Soils and Groundwater within the State's Cost Participation Limits.

- A. **24 Hour Notification.** The City will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.
- B. **Immediate Notification.** The City will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The City will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Right-of-Way or import of materials onto State Right-of-Way.
- C. **Environmental Consultant.** The City will provide for an Environmental Consultant to be on site to observe and document the excavation, handling, and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the City to the State, the City hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste, and provide oversight of any soil and groundwater handling and disposal. The City will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.

3.8. Completion of Construction. The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.9. Plan Changes. The State will not participate in the cost of any contract construction that is in addition to the State participation construction covered under this Agreement unless the following conditions have been met:

- A. The necessary State funds have been encumbered.
- B. All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the City and its contractor for State participation construction are approved in writing by the State District Engineer's authorized representative.

3.10. Compliance with Laws, Ordinances, and Regulations. The City will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.

4. Right-of-Way; Easements; Permits

- 4.1.** The City will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2.** The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3.** The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.
- 4.4.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City of Ramsey to be constructed upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).
- 4.5. Limited Use Permit No. 0202-0030.** Limited Use Permit (LUP) No. 0202-0030 covers the City's liability responsibilities for the existing non-motorized trail constructed upon the State's Right-of-Way.

5. Maintenance by the City

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

- 5.1. Roadways.** Maintenance and ownership of Riverdale Drive. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices.
- 5.2. Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 5.3. 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.
- 5.4. Non-motorized Trail.** Maintenance of any non-motorized trail construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the non-motorized trails in a safe and usable condition. The LUP further defines the City's responsibilities for the non-motorized trails.
- 5.5. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for

which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

6. Basis of State Cost

- 6.1. *Schedule "I"*.** The Preliminary Schedule "I" includes all anticipated State participation construction items and the construction engineering cost share covered under this Agreement.
- 6.2. *State Participation Construction*.** The State will participate in the following at the percentages indicated. The construction includes the State's proportionate share of item costs for Mobilization and Traffic Control.
- A.** 100 Percent will be the State's rate of cost participation in all of the SP 0202-121 TH 10 Access Closure construction, up to the capped amount. The construction includes, but is not limited to, those construction items tabulated on Sheet Nos. 2 and 3 of the Preliminary Schedule "I". This will be a lump sum amount based on contractor bid prices.
 - B.** 100 Percent will be the State's rate of cost participation in all of the SP 0202-121 and SAP 199-115-005 Riverdale Drive construction, up to the capped amount. The construction includes, but is not limited to, those construction items tabulated on Sheet Nos. 4 and 5 of the Preliminary Schedule "I". This will be a lump sum amount based on contractor bid prices.
 - C.** 100 Percent will be the State's rate of cost participation in all of the SP 0202-121 TH 10 Cable Barrier construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 5 of the Preliminary Schedule "I".
- 6.3. *Construction Engineering Costs*.** The State will pay a construction engineering charge equal to 8 percent of the total State participation construction covered under this Agreement.
- 6.4. *Capped State Funds*.** The State funds available for the SP 0202-121 TH 10 Access Closure and SP 0202-121 and SAP 199-115-005 Riverdale Drive construction are capped at **\$612,000.00**.
- 6.5. *Addenda, Change Orders, Supplemental Agreements, and Work Orders*.** The State will share in the costs of construction contract addenda, change orders, supplemental agreements, and work orders that are necessary to complete the State participation construction covered under this Agreement and are approved in writing by the State District Engineer's authorized representative.
- 6.6. *Liquidated Damages*.** All liquidated damages assessed the City's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

7. State Cost and Payment by the State

- 7.1. *State Cost*.** **\$735,103.68** is the State's estimated share of the costs of the contract construction which includes the construction engineering cost share and a contingency amount 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 review of the construction contract bid documents described in Article 3.2, the State will decide whether to concur in the City's award of the construction contract and, if so, 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. The contingency amount is provided to cover the cost difference between the Preliminary Schedule "I" and the Revised Schedule "I", overruns of the plans estimated quantities of State participation construction, and State approved additional construction including construction engineering costs.

- 7.2. *Conditions of Payment.*** The State will pay the City the State's total estimated construction cost share, which does not include the construction engineering cost share or the contingency amount, as shown in the Revised Schedule "I", after the following conditions have been met:
- A. Encumbrance by the State of the State's total estimated construction cost share, the construction engineering cost share, and the contingency amount, as shown in the Revised Schedule "I".
 - B. Execution of this Agreement and transmittal to the City, including a letter advising of the State's concurrence in the award of the construction contract.
 - C. The State's receipt of a written request from the City for the advancement of funds. The request will include certification by the City that all necessary parties have executed the construction contract.
- 7.3. *Limitations of State Payment; No State Payment to Contractor.*** The State's participation in the contract construction is limited to the State participation construction shown in Article 7.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the City. The City's contractor is not intended to be and will not be deemed to be a third-party beneficiary of this Agreement. The City's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the City by the City's contractor.
- 7.4. *Construction Costs Exceeding Encumbered Amount.*** Whenever it appears the cost of the State participation construction covered under this Agreement is about to exceed the current amount of encumbered State funds, the City will notify the State District Engineer's authorized representative in writing prior to performance of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to complete the State participation construction including construction engineering costs and the reason(s) why the current amount encumbered will be exceeded. The State will, upon its approval of the additional State participation construction, encumber the necessary additional funds. That action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

Should the City cause the performance of additional contract construction which would otherwise qualify for State participation construction covered under this Agreement, but for which the State has not previously encumbered funds, that additional contract construction is done at the City's own risk. The City will notify the State District Engineer's authorized representative in writing of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to cover the additional State participation construction including construction engineering costs and the reason(s) why the current amount encumbered was exceeded. If the State District Engineer's authorized representative approves the additional State participation construction, the City's claim for compensation along with a request for encumbrance of the necessary additional funds will be submitted to the State's Budget Section for review of compliance with Minnesota Statutes § 16A.15, subdivision 3, but no guarantee is made that the claim will be approved by the State's Budget Section. If the claim for compensation and the request for encumbrance of the necessary additional funds are approved by the State's Budget Section, that action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

- 7.5. *Records Keeping and Invoicing by the City.*** The State will provide the City with a Payment Processing Package containing a Modified Schedule "I" form, instructions, and samples of documents for processing final payment of the State participation construction covered under this Agreement.

The City will keep records and accounts that enable it to provide the State with the following prior to final payment:

- A. A copy of the Modified Schedule "I" which includes final quantities of State participation construction.
- B. Copies of the City contractor's invoice(s) covering all contract construction.
- C. Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.
- D. Copies of all construction contract change orders, supplemental agreements, and work orders.
- E. A certification form, attached to a copy of the Final Schedule "I", both provided by the State. The certification form will be signed by the City's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".
 - iii. Full payment by the City to its contractor for all contract construction.
- F. When requested, copies certified by the City's Engineer, of material sampling reports and material testing results for the materials furnished for the contract construction.
- G. A copy of the "as built" plan sent to the State Aid Agreements Engineer.
- H. A formal invoice (original and signed) in the amount due the City as shown in the Final Schedule "I".

7.6. Final Payment by the State. Upon completion of all contract construction, the State will prepare a Final Schedule "I" according to the procedures detailed in the Payment Processing Package and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all State participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the State participation construction exceeds the amount of funds advanced by the State, the State will pay the difference to the City without interest. If the final cost of the State participation construction is less than the amount of funds advanced by the State, the City will refund the difference to the State without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

8. 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.

8.1. 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

8.2. The City's Authorized Representative will be:

Name, Title: Bruce Westby, City Engineer (or successor)
 Address: 7550 Sunwood Drive Northwest, Ramsey, MN 55303
 Telephone: (763) 433-9825
 E-Mail: bwestby@ci.ramsey.mn.us

9. Assignment; Amendments; Waiver; Contract Complete

- 9.1. *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.
- 9.2. *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.
- 9.3. *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.
- 9.4. *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.

10. Liability; Worker Compensation Claims; Insurance

- 10.1.** 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. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 10.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 10.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

11. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

12. Title VI/Non-discrimination Assurances

The City agrees to comply with all applicable USDOT Standard Title VI/Non-Discrimination Assurances contained in USDOT 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. 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.

13. 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.

14. 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.

15. 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.

16. Termination; Suspension

16.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

16.2. *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 payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

16.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

17. 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.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: Draft – Do not sign

Date: _____

SWIFT Purchase Order: _____

CITY OF RAMSEY

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: Draft – Do not sign

Title: _____

Date: _____

By: Draft – Do not sign

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: Draft – Do not sign
(District Engineer)

Date: _____

Approved:

By: Draft – Do not sign
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: Draft – Do not sign
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1050030

City of Ramsey

SP 0202-121 (TH 10=003)

Preliminary: Draft

SAP 199-115-005

CP 20-05

State Funds

Grading, bituminous pavement, concrete curb and gutter, bituminous trail, and municipal utilities construction performed under City contract with _____

SP 0202-121 located on T.H. 10 from 490 feet west of Bowers Dr. NW to 1,250 feet east of Bowers Dr. NW

SP 0202-121 and SAP 199-115-005 located on Riverdale Dr. from Bowers Dr. NW to 1,200 feet East of Llama St. NW

STATE COST PARTICIPATION

SP 0202-121 TH 10 Access Closure Work Items (From Sheet No. 3)	152,924.50
SP 0202-121 and SAP 199-115-005 Riverdale Drive Work Items (From Sheet No. 5)	413,742.17
Subtotal	\$566,666.67
Construction Engineering (8%)	45,333.33
(1)(2) Subtotal - Lump Sum on Bid Costs	\$612,000.00
SP 0202-121 TH 10 Cable Barrier Work Items (From Sheet No. 5)	100,096.00
Construction Engineering (8%)	8,007.68
Subtotal	\$108,103.68
(3) Contingency Amount	15,000.00
Subtotal - TH 10 Cable Barrier Costs	\$123,103.68
Encumbered Amount	\$735,103.68

(1) This will be a lump sum amount based on bid prices

(2) State funds for lump sum on bid costs capped at \$612,000.00

(3) For the State's use only as described in Article 7.1 of the Agreement

(1) 100% STATE
(P) = PLAN QUANTITY

1050030

ITEM NUMBER	SP 0202-121 TH 10 ACCESS CLOSURE WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
	DRAFT				
2011.601	AS BUILT	LUMP SUM	1.00	15,000.00	15,000.00
2021.501	MOBILIZATION	LUMP SUM	0.06	95,000.00	5,700.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	1,550.00	1.25	1,937.50
2104.502	REMOVE MAIL BOX & SUPPORT	EACH	1.00	500.00	500.00
2104.502	SALVAGE SIGN	EACH	5.00	100.00	500.00
2104.502	REMOVE SIGN	EACH	15.00	150.00	2,250.00
2104.502	REMOVE PIPE APRON	EACH	8.00	200.00	1,600.00
2104.503	REMOVE PIPE CULVERT	LIN FT	206.00	15.00	3,090.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	3,165.00	1.80	5,697.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	40.00	5.00	200.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	3,285.00	4.00	13,140.00
2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	25.00	10.00	250.00
2106.507	EXCAVATION - COMMON (EV) (P)	CU YD	255.00	16.00	4,080.00
2106.507	EXCAVATION - SUBGRADE (EV) (P)	CU YD	50.00	20.00	1,000.00
2112.519	SUBGRADE PREPARATION	ROAD ST	3.80	850.00	3,230.00
2118.507	AGGREGATE SURFACING (CV) CLASS 2	CU YD	75.00	85.00	6,375.00
2123.61	STREET SWEEPER (WITH PICKUP BROOM)	hour	4.00	250.00	1,000.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	50.00	75.00	3,750.00
2360.509	TYPE SP 12.5 WEARING COURSE MIX (4,F)	TON	140.00	95.00	13,300.00
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (4,B)	TON	140.00	92.00	12,880.00
2451.507	FINE AGGREGATE BEDDING (CV)	CU YD	36.00	60.00	2,160.00
2501.502	22" SPAN RC PIPE-ARCH APRON	EACH	2.00	1,500.00	3,000.00
2501.503	22" SPAN RC PIPE-ARCH CULVERT CL IVA	LIN FT	84.00	120.00	10,080.00
2521.518	6" CONCRETE WALK	SQ FT	370.00	12.00	4,440.00
2531.618	TRUNCATED DOMES	SQ FT	40.00	60.00	2,400.00
2563.601	TRAFFIC CONTROL 1	LUMP SUM	0.06	25,000.00	1,500.00
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	1.00	1,000.00	1,000.00
2564.502	INSTALL SIGN TYPE C	EACH	5.00	500.00	2,500.00
2564.518	SIGN PANELS TYPE D	SQ FT	56.25	80.00	4,500.00
2573.502	CULVERT END CONTROLS	EACH	2.00	400.00	800.00
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	2,900.00	2.50	7,250.00
2574.505	SOIL BED PREPARATION (P)	ACRE	1.10	1,000.00	1,100.00
2574.505	SUBSOILING (P)	ACRE	1.10	100.00	110.00
2574.505	FERTILIZER TYPE 3	POUND	330.00	1.50	495.00

(2) 100% STATE
(P) = PLAN QUANTITY

1050030

ITEM NUMBER	SP 0202-121 AND SAP 199-115-005 RIVERDALE DRIVE WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
	DRAFT				
2021.501	MOBILIZATION	LUMP SUM	0.47	95,000.00	44,650.00
2103.501	BUILDING REMOVAL	LUMP SUM	1.00	45,000.00	45,000.00
2104.502	SALVAGE SIGN	EACH	2.00	100.00	200.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	350.00	4.00	1,400.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	5,825.00	4.00	23,300.00
2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	465.00	10.00	4,650.00
2106.507	EXCAVATION - COMMON (EV) (P)	CU YD	2,080.00	16.00	33,280.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	100.00	16.00	1,600.00
2112.519	SUBGRADE PREPARATION	ROAD ST	47.20	850.00	40,120.00
2118.507	AGGREGATE SURFACING (CV) CLASS 2	CU YD	30.00	85.00	2,550.00
2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	12.00	250.00	3,000.00
2211.507	AGGREGATE BASE (CV) CLASS 5 MODIFIED	CU YD	2,130.00	22.00	46,860.00
2211.607	AGGREGATE BASE (CV) FROM STOCKPILE	CU YD	2,800.00	18.00	50,400.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	2,140.00	90.00	192,600.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	840.00	115.00	96,600.00
2360.509	TYPE SP 12.5 NON WEARING COURSE MIX (3,C)	TON	2,670.00	85.00	226,950.00
2506.502	CASTING ASSEMBLY	EACH	36.00	800.00	28,800.00
2521.518	6" CONCRETE WALK	SQ FT	2,320.00	12.00	27,840.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	8,575.00	18.00	154,350.00
2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	30.00	95.00	2,850.00
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	70.00	110.00	7,700.00
2531.618	TRUNCATED DOMES	SQ FT	280.00	60.00	16,800.00
2563.601	TRAFFIC CONTROL 1	LUMP SUM	0.49	25,000.00	12,250.00
2564.502	INSTALL SIGN TYPE C	EACH	2.00	500.00	1,000.00
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00	2,500.00	2,500.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	37.00	300.00	11,100.00
2573.503	SILT FENCE, TYPE MS	LIN FT	3,850.00	3.00	11,550.00
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	200.00	2.50	500.00
2574.505	SOIL BED PREPARATION (P)	ACRE	1.70	1,000.00	1,700.00
2574.505	SUBSOILING (P)	ACRE	1.70	100.00	170.00
2574.505	FERTILIZER TYPE 3	POUND	510.00	1.50	765.00
2575.505	SEEDING (P)	ACRE	1.70	500.00	850.00
2575.505	RAPID STABILIZATION METHOD 2	ACRE	1.00	4,000.00	4,000.00
2575.508	SEEDING MIXTURE 25-121	POUND	160.00	5.00	800.00

ITEM NUMBER	SP 0202-121 AND SAP 199-115-005 RIVERDALE DRIVE WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
	DRAFT				
2575.508	HYDRAULIC BONDED FIBER MATRIX	POUND	5,950.00	2.00	11,900.00
2582.503	4" SOLID LINE MULTI COMP	LIN FT	8,960.00	0.80	7,168.00
2582.503	24" SOLID LINE MULTI COMP	LIN FT	20.00	4.00	80.00
2582.503	4" DOUBLE SOLID LINE MULTI COMP	LIN FT	3,930.00	1.50	5,895.00
2582.518	CROSSWALK MULTI COMP	SQ FT	780.00	12.00	9,360.00
				TOTAL	\$1,133,088.00
	(2) 100% STATE		\$413,742.17		

ITEM NUMBER	SP 0202-121 TH 10 CABLE BARRIER WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (3)
	DRAFT				
2021.501	MOBILIZATION	LUMP SUM	0.04	95,000.00	3,800.00
2104.502	REMOVE ANCHORAGE ASSEMBLY - TENSION CABLE	EACH	3.00	1,000.00	3,000.00
2104.503	REMOVE TENSION CABLE GUARDRAIL	LIN FT	547.00	8.00	4,376.00
2554.502	ANCHORAGE ASSEMBLY - TENSION CABLE	EACH	1.00	10,000.00	10,000.00
2554.603	TENSION CABLE GUARDRAIL	LIN FT	982.00	60.00	58,920.00
2563.601	TRAFFIC CONTROL 2	LUMP SUM	1.00	20,000.00	20,000.00
				TOTAL	\$100,096.00
	(3) 100% STATE		\$100,096.00		

CITY OF RAMSEY

RESOLUTION

IT IS RESOLVED that the City of Ramsey enter into MnDOT Agreement No. 1050030 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the new frontage road, cable guardrail, and trunk highway access closure construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 10 from 490 feet west of Bowers Drive Northwest to 1,250 feet east of Bowers Drive Northwest and upon, along, and adjacent to Riverdale Drive from Bowers Drive Northwest to 1,200 feet east of Llama Street Northwest within the corporate City limits under State Project No. 0202-121.

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 Ramsey at an authorized meeting held on the _____ day of _____, 2022, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2022
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)