

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

State Project Number:	<u>0202-123</u>	Original Amount Encumbered
Trunk Highway Number:	<u>10=003</u>	<u>\$4,000,000.00</u>
Lighting System Feed Point No.:	<u>F04V</u>	Estimated Amount Receivable From the City
		<u>\$10,369.28</u>

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

Recitals

1. The County will perform grading and bituminous surfacing construction and other associated construction upon, along, and adjacent to Trunk Highway (TH) 10 from 0.32 miles east of Armstrong Boulevard (County State Aid Highway 83) to 0.38 miles west of Thurston Avenue according to County-prepared plans, specifications, and special provisions designated by the County and by the State as State Project (SP) 0202-123 (TH 10=003) (Project); and
2. The County requests the State participate in the costs of the grading and bituminous surfacing construction and the State is willing to participate in the costs of said construction; and
3. The County requests the State provide construction engineering to consist of construction inspection, surveys and staking, and materials inspection and the State is willing to provide said construction engineering; and
4. The City requests that it perform construction engineering to consist of construction inspection and materials inspection in connection with the City water main and sanitary sewer construction and the State and the County concur in that request; and
5. The City will participate in the cost of the State performed surveys and staking construction engineering for the City water main and sanitary sewer construction; 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: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 12. Liability; Worker Compensation Claims; Insurance; 15. State Audits; 16. Government Data Practices; 17. Governing Law; Jurisdiction; Venue; and 19. Force Majeure.
- 1.4. *Plans, Specifications, and Special Provisions.*** State-approved County plans, specifications, and special provisions designated by the County and by the State as State Project 0202-123 (TH 10=003) are on file in the office of the County'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 County and the City (and their 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 County or the City (or their 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 County or the City or their contractors. 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 County and the City (and their contractors and consultants) to suspend their operations until the County and the City (and their 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 County or the City (or their contractors or consultants) for exercising or failing to exercise its rights under this provision.
- 2.3. *Traffic Control; Worker Safety.*** While the County and the City (and their 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 County, 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 County's contractor with respect to such improvements (if any) will flow to the State. The County will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the County'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 County 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 County's consultants and contractors.

2.5. Utility Relocation. The State authorizes the County 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 County 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 County. The County will, within 7 days of opening bids for the construction contract, submit to the State's District Engineer a copy of the low bid and an abstract of all bids together with the County's request for concurrence by the State in the award of the construction contract. The County will not award the construction contract until the State advises the County in writing of its concurrence.

3.3. Rejection of Bids. The County may reject and the State may require the County 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 County will repeat the bidding process in a reasonable period of time, without cost or expense to the State.

3.4. Contract Terms. The County'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 County and under the supervision of a registered professional engineer; however, the State will perform construction inspection, materials inspection, and surveys and staking for all construction items except for the City water main and sanitary sewer construction. The City will be responsible for the construction engineering for the City water main and sanitary sewer construction including, but not limited to, construction inspection and materials inspection. The State will provide surveys and staking for the City water main and sanitary sewer construction. The County 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 County and its contractor and will be carried out according to Specifications 1601 through and including 1609 in the State's current *Standard Specifications for Construction*.

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

- A. 24 Hour Notification.** The County 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 County 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 County 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 County 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 County to the State, the County 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 County will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.

3.7. *Completion of Construction.* The County 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 County official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.8. *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 County and its contractor for State participation construction are approved in writing by the State District Engineer's authorized representative.

3.9. *Compliance with Laws, Ordinances, and Regulations.* The County 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 County will not require the contractor to follow local ordinances or to obtain local permits.

4. Right-of-Way; Easements; Permits

- 4.1.** The County 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 County 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 County 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 County 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 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. The City will submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, under Minnesota Statutes § 115.07 or Minnesota Rules 7001.1030, subpart 2C, either a permit or written waiver from that agency for that construction or reconstruction. The City is advised that under Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.

5. Maintenance by the City

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

- 5.1. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 5.2. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State or County.
- 5.3. **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 owner of the storm sewer facilities.

6. Basis of State Cost

- 6.1. **Schedule "I".** The Preliminary Schedule "I" includes the anticipated State participation construction items 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, field office, field laboratory, and traffic control.
- A. 100 Percent will be the State's rate of cost participation in all of the grading and bituminous surfacing construction. The construction includes, but is not limited to, those construction items tabulated on Sheets 2 through 5 of the Preliminary Schedule "I".
- 6.3. **Capped Funds.** The State's cost participation in this Project is capped at **\$4,000,000.00**.
- 6.4. **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.
- 6.5. **Liquidated Damages.** All liquidated damages assessed the County'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.** **\$4,000,000.00** is the State's estimated share of the costs of the contract construction as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated anticipated

construction items and 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 County's award of the construction contract and, if so, prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

- 7.2. *Conditions of Payment.*** The State will pay the County the State's total estimated construction cost share, 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 as shown in the Revised Schedule "I".
 - B. Approval by the State's Land Management Director at St. Paul of certified documentation, submitted by the County, for all right-of-way and easement acquisitions required for the contract construction.
 - C. Execution of this Agreement and transmittal to the County, including a letter advising of the State's concurrence in the award of the construction contract.
 - D. The State's receipt of a written request from the County for the advancement of funds. The request will include certification by the County 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 6.2 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 County. The County's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The County's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the County by the County'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 County 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 County 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 County's own risk. The County 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 County'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 County. The State will provide the County 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 County 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 County contractor's invoice(s) covering all contract construction.
- C. Copies of the endorsed and canceled County warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate County 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 County'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 County to its contractor for all contract construction.
- F. When requested, copies certified by the County'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 County 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 County. 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 County without interest. If the final cost of the State participation construction is less than the amount of funds advanced by the State, the County will refund the difference to the State without interest.

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

8. Basis of City Cost

- 8.1. Schedule "I".** The Preliminary Schedule "I" includes the City's anticipated construction engineering cost share covered under this Agreement and is based on anticipated City participation construction items and engineer's estimated unit prices.
- 8.2. Construction Engineering Costs.** The City will pay a construction engineering charge equal to 2 percent of the total City water main and sanitary sewer construction and 5 percent of the remaining City participation construction covered under this Agreement.

8.3. Plan Changes, Additional Construction, Etc. The State reserves the right to invoice the City for the cost of any additional construction engineering cost share resulting from any City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

9. City Cost and Payment by the City

9.1. City Cost. \$10,369.28 is the City's estimated share of the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

9.2. Conditions of Payment. The City will pay the State the City's total estimated construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
- B. The City's receipt of a written request from the State for the advancement of funds.

9.3. Final Payment by the City. Upon completion of all contract construction and upon computation of the final amount due the County's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities and include the City's construction engineering cost share covered under this Agreement. If the final cost of the City's construction engineering cost share exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City's construction engineering cost share is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

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

10. 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.

10.1. 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
 Email: malaki.ruranika@state.mn.us

10.2. The County's Authorized Representative will be:

Name, Title: Joe MacPherson, Transportation Division Manager/County Engineer (or successor)
 Address: 1440 Bunker Lake Boulevard NW, Andover, MN 55304
 Telephone: (763) 324-3199
 Email: joemacpherson@co.anoka.mn.us

10.3. The City's Authorized Representative will be:

Name, Title: Bruce Westby, City Engineer/Public Works Director (or successor)
 Address: 7550 Sunwood Drive NW, Ramsey, MN 55303
 Telephone: (763) 433-9825
 Email: bwestby@cityoframsey.com

11. Assignment; Amendments; Waiver; Contract Complete

- 11.1. 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. The foregoing does not prohibit the County and/or the City from contracting with a third-party to perform County or City maintenance responsibilities covered under this Agreement.
- 11.2. 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.
- 11.3. 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.
- 11.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State, the County, and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

12. Liability; Worker Compensation Claims; Insurance

- 12.1.** 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 County and the City. Notwithstanding the foregoing, the County and 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 County's contractor(s) or consultant(s) or by a third party because of an act or omission by the County or its contractor(s) or consultant(s).
- 12.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 12.3.** The County may require its contractor to carry insurance to cover claims for damages asserted against the County's contractor.

13. Nondiscrimination

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

14. Title VI/Non-discrimination Assurances

The County 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. If federal funds are included in this Agreement, the County will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the County's compliance with this provision. The County must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making County staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

15. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's and 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.

16. Government Data Practices

The County, the City, and the 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 County and 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 County, the City, or the State.

17. 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.

18. Termination; Suspension

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

18.2. *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 County and the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County and/or 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.

18.3. *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.

19. 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: _____

Date: _____

SWIFT Purchase Order: 3000703140

ANOKA COUNTY

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: _____
(Chair, Anoka County Board of Commissioners)

Date: _____

By: _____
(Anoka County Administrator)

Date: _____

Recommended for Approval:

By: _____
(Anoka County Engineer)

Date: _____

Approved as to form:

By: _____
(Assistant Anoka County Attorney)

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: _____

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: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

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

PRELIMINARY SCHEDULE "I"
Agreement No. 1052001
Anoka County and City of Ramsey

SP 0202-123

Preliminary: May 16, 2023

Federal Project STBG 0223(195)

Grading and bituminous surfacing construction to start approximately July 2023 under County contract with _____ located on TH 10 from 0.32 miles east of Armstrong Boulevard (County State Aid Highway 83) to 0.38 miles west of Thurston Avenue

STATE COST PARTICIPATION

(1) SP 0202-123 Work Items From Sheet 5	4,000,000.00
(2) Total Amount Encumbered	\$4,000,000.00

- (1) State funds capped at \$4,000,000.00 as described in Article 6.3 of the Agreement
- (2) Amount of advance payment as described in Article 7 of the Agreement (estimated amount)

CITY COST PARTICIPATION

State-Performed Construction Engineering (2%) From Sheet 7	7,104.28
State-Performed Construction Engineering (5%) From Sheet 7	3,265.00
(3) Total City Cost for State-Performed Construction Engineering	\$10,369.28

- (3) Amount of advance payment as described in Article 9 of the Agreement (estimated amount)

(1) 100% STATE FUNDS (CAPPED); REMAINDER 100% CITY FUNDS
(P) = PLAN QUANTITY

12345

ITEM NUMBER	SP 0202-123 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2011.601	AS BUILT	LUMP SUM	1.00	10,000.00	10,000.00
2021.501	MOBILIZATION	LUMP SUM	0.91	300,000.00	273,000.00
2031.502	FIELD OFFICE	EACH	0.91	85,000.00	77,350.00
2031.502	FIELD LABORATORY	EACH	0.91	75,000.00	68,250.00
2101.502	GRUBBING	EACH	18.00	250.00	4,500.00
2101.505	GRUBBING (P)	ACRE	0.20	7,000.00	1,400.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	1,000.00	0.90	900.00
2104.502	REMOVE PIPE APRON	EACH	31.00	210.00	6,510.00
2104.502	REMOVE ANCHORAGE ASSEMBLY - TENSION CABLE	EACH	7.00	4,000.00	28,000.00
2104.502	REMOVE CONCRETE NOSE	EACH	1.00	1,500.00	1,500.00
2104.502	REMOVE ANCHORAGE ASSEMBLY-PLATE BEAM	EACH	1.00	4,000.00	4,000.00
2104.502	REMOVE POST	EACH	2.00	270.00	540.00
2104.502	REMOVE GUIDE POST	EACH	35.00	100.00	3,500.00
2104.502	REMOVE IMPACT ATTENUATOR	EACH	1.00	860.00	860.00
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	7.00	550.00	3,850.00
2104.502	REMOVE SIGN	EACH	31.00	80.00	2,480.00
2104.502	REMOVE LIGHT FOUNDATION	EACH	1.00	400.00	400.00
2104.502	REMOVE ENERGY ABSORBING TERMINAL	EACH	1.00	350.00	350.00
2104.502	SALVAGE LIGHTING UNIT	EACH	1.00	600.00	600.00
2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	79.00	200.00	15,800.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	55.00	5.00	275.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	17,204.00	3.00	51,612.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	1,709.00	18.00	30,762.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	1,260.00	4.80	6,048.00
2104.503	REMOVE FENCE	LIN FT	114.00	5.00	570.00
2104.503	REMOVE GUARDRAIL-PLATE BEAM	LIN FT	200.00	4.00	800.00
2104.503	REMOVE CONCRETE MEDIAN BARRIER	LIN FT	416.00	35.00	14,560.00
2104.503	REMOVE TENSION CABLE GUARDRAIL	LIN FT	10,177.00	5.00	50,885.00
2104.504	REMOVE CONCRETE MEDIAN	SQ YD	11.00	20.00	220.00
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	5,614.00	4.00	22,456.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	7,361.00	5.50	40,485.50
2104.507	REMOVE RIPRAP	CU YD	14.00	30.00	420.00
2104.518	REMOVE CONCRETE WALK	SQ FT	735.00	2.00	1,470.00
2106.507	EXCAVATION - COMMON (P)	CU YD	28,873.00	12.00	346,476.00

(1) 100% STATE FUNDS (CAPPED); REMAINDER 100% CITY FUNDS
(P) = PLAN QUANTITY

12345

ITEM NUMBER	SP 0202-123 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	13,837.00	30.00	415,110.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	11,931.00	10.00	119,310.00
2106.607	EXCAVATION SPECIAL	CU YD	10.00	14.00	140.00
2106.609	HAUL AND DISPOSE OF CONTAMINATED MATERIAL	TON	16.00	22.00	352.00
2123.610	TRACTOR MOUNTED BACKHOE	HOUR	20.00	150.00	3,000.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	11,512.00	35.00	402,920.00
2231.509	BITUMINOUS PATCHING MIXTURE	TON	100.00	140.00	14,000.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,L)	TON	15,025.00	90.00	1,352,250.00
2451.507	FINE AGGREGATE BEDDING (CV)	CU YD	187.00	55.00	10,285.00
2501.502	12" CS PIPE APRON	EACH	2.00	600.00	1,200.00
2501.502	15" CS PIPE APRON	EACH	13.00	750.00	9,750.00
2501.502	18" RC PIPE APRON	EACH	1.00	1,500.00	1,500.00
2501.502	24" RC PIPE APRON	EACH	3.00	1,900.00	5,700.00
2501.502	27" RC PIPE APRON	EACH	1.00	2,100.00	2,100.00
2501.502	42" RC PIPE APRON	EACH	1.00	2,700.00	2,700.00
2501.502	15" CS SAFETY APRON AND GRATE DESIGN 3128	EACH	2.00	1,200.00	2,400.00
2501.502	18" CS SAFETY APRON AND GRATE DESIGN 3128	EACH	2.00	1,600.00	3,200.00
2501.503	18" CS SAFETY APRON	EACH	2.00	750.00	1,500.00
2501.502	24" CS SAFETY APRON	EACH	1.00	850.00	850.00
2501.502	21" SPAN CAS SAFETY APRON	EACH	2.00	1,500.00	3,000.00
2501.503	12" CS PIPE CULVERT	LIN FT	86.00	65.00	5,590.00
2501.503	15" CS PIPE CULVERT	LIN FT	481.00	75.00	36,075.00
2501.503	18" CS PIPE CULVERT	LIN FT	80.00	85.00	6,800.00
2501.503	15" RC PIPE CULVERT DESIGN 3006 CLASS V	LIN FT	222.00	80.00	17,760.00
2501.503	18" RC PIPE CULVERT DESIGN 3006 CLASS V	LIN FT	45.00	90.00	4,050.00
2501.503	24" RC PIPE CULVERT DESIGN 3006 CLASS III	LIN FT	30.00	110.00	3,300.00
2501.602	TRASH GUARD FOR 24" PIPE APRON	EACH	2.00	2,000.00	4,000.00
2502.503	8" PE PIPE DRAIN	LIN FT	262.00	30.00	7,860.00
2502.602	PIPE DRAIN RISER	EACH	4.00	75.00	300.00
2503.503	22" SPAN RC PIPE-ARCH SEWER CLASS IIIA	LIN FT	244.00	150.00	36,600.00
2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	153.00	60.00	9,180.00
2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	1,230.00	65.00	79,950.00
2503.503	18" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	248.00	70.00	17,360.00
2503.503	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	257.00	85.00	21,845.00

(1) 100% STATE FUNDS (CAPPED); REMAINDER 100% CITY FUNDS
(P) = PLAN QUANTITY

12345

ITEM NUMBER	SP 0202-123 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2503.503	27" RC PPE SEWER DESIGN 3006 CLASS III	LIN FT	517.00	100.00	51,700.00
2503.503	30" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	109.00	120.00	13,080.00
2503.503	42" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	95.00	200.00	19,000.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	9.00	3,000.00	27,000.00
2506.502	CASTING ASSEMBLY	EACH	25.00	900.00	22,500.00
2506.502	ADJUST FRAME AND RING CASTING	EACH	6.00	800.00	4,800.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN F	LIN FT	10.00	450.00	4,500.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	2.70	425.00	1,147.50
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	8.60	750.00	6,450.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	LIN FT	21.40	450.00	9,630.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	35.30	525.00	18,532.50
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	51.30	750.00	38,475.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	LIN FT	15.10	875.00	13,212.50
2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	2.00	3,000.00	6,000.00
2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 2	EACH	1.00	20,000.00	20,000.00
2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 3	EACH	1.00	25,000.00	25,000.00
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	152.00	6.00	912.00
2511.507	RANDOM RIPRAP CLASS III	CU YD	44.00	125.00	5,500.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	24.00	26.00	624.00
2533.503	PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	LIN FT	2,787.00	17.00	47,379.00
2540.602	RELOCATE MAIL BOX SUPPORT	EACH	2.00	1,000.00	2,000.00
2545.502	LIGHT FOUNDATION DESIGN E	EACH	1.00	1,500.00	1,500.00
2545.602	INSTALL LIGHTING UNIT	EACH	1.00	1,000.00	1,000.00
2554.502	GUIDE POST TYPE B	EACH	14.00	85.00	1,190.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.91	50,000.00	45,500.00
2563.602	PORTABLE BARRIER DELINEATOR	EACH	112.00	9.00	1,008.00
2563.602	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2.00	6,500.00	13,000.00
2563.615	TEMPORARY IMPACT ATTENUATOR	ASSEMBLY	2.00	3,200.00	6,400.00
2564.602	INSTALL SIGN TYPE SPECIAL	EACH	79.00	450.00	35,550.00
2572.503	TEMPORARY FENCE	LIN FT	351.00	5.00	1,755.00
2572.503	CLEAN ROOT CUTTING	LIN FT	348.00	7.00	2,436.00
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00	16,000.00	16,000.00
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00	15,000.00	15,000.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	37.00	190.00	7,030.00

ITEM NUMBER	CITY CONSTRUCTION ENGINEERING WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2021.501	MOBILIZATION	LUMP SUM	0.09	300,000.00	27,000.00
2031.502	FIELD OFFICE	EACH	0.09	85,000.00	7,650.00
2031.502	FIELD LABORATORY	EACH	0.09	75,000.00	6,750.00
2104.502	REMOVE VEHICULAR GATE	EACH	1.00	1,000.00	1,000.00
2104.502	REMOVE BOLLARDS	EACH	3.00	2,200.00	6,600.00
2104.502	REMOVE LIGHTING UNIT	EACH	5.00	400.00	2,000.00
2104.502	* REMOVE GATE VALVE AND BOX	EACH	5.00	550.00	2,750.00
2104.502	* REMOVE HYDRANT	EACH	4.00	1,100.00	4,400.00
2104.502	REMOVE FOUNDATION	EACH	4.00	1,000.00	4,000.00
2104.502	REMOVE HANDHOLE	EACH	1.00	500.00	500.00
2104.502	REMOVE LIGHT FOUNDATION	EACH	5.00	400.00	2,000.00
2104.503	* REMOVE WATER MAIN	LIN FT	278.00	15.00	4,170.00
2104.503	* REMOVE SEWER PIPE (SANITARY)	LIN FT	42.00	20.00	840.00
2104.602	REMOVE SIGN SPECIAL	EACH	3.00	1,100.00	3,300.00
2503.602	* CONNECT TO EXISTING MANHOLES	EACH	1.00	7,500.00	7,500.00
2503.602	* 8" PIPE PLUG	EACH	2.00	300.00	600.00
2503.603	* CLEAN AND VIDEO TAPE PIPE SEWER	LIN FT	815.00	15.00	12,225.00
2503.603	* 8" PVC PIPE SEWER	LIN FT	815.00	65.00	52,975.00
2504.602	* CONNECT TO EXISTING WATER MAIN	EACH	5.00	4,000.00	20,000.00
2504.602	* HYDRANT	EACH	7.00	7,500.00	52,500.00
2504.602	* ADJUST VALVE BOX-WATER	EACH	6.00	600.00	3,600.00
2504.602	* 6" GATE VALVE AND BOX	EACH	9.00	2,200.00	19,800.00
2504.602	* 8" GATE VALVE AND BOX	EACH	2.00	3,000.00	6,000.00
2504.602	* 10" GATE VALVE AND BOX	EACH	3.00	4,000.00	12,000.00
2504.603	* 6" WATERMAIN DUCTILE IRON CL 53	LIN FT	300.00	75.00	22,500.00
2504.603	* 8" WATERMAIN DUCTILE IRON CL 52	LIN FT	760.00	80.00	60,800.00
2504.603	* 10" WATERMAIN DUCTILE IRON CL 52	LIN FT	275.00	90.00	24,750.00
2504.604	* 4" INSULATION	SQ YD	20.00	60.00	1,200.00
2504.608	* DUCTILE IRON FITTINGS	POUND	1,244.00	16.00	19,904.00
2506.502	* CASTING ASSEMBLY	EACH	6.00	900.00	5,400.00
2506.502	* ADJUST FRAME AND RING CASTING	EACH	2.00	800.00	1,600.00
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ANOKA COUNTY

RESOLUTION

IT IS RESOLVED that Anoka County enter into MnDOT Agreement No. 1052001 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County of the State's share of the costs of the grading and bituminous surfacing construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway 10 from 0.32 miles east of Armstrong Boulevard (County State Aid Highway 83) to 0.38 miles west of Thurston Avenue under State Project 0202-123 (TH 10=003).

IT IS FURTHER RESOLVED that the _____
(Title)

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 Board of Commissioners of Anoka County at an authorized meeting held on the _____ day of _____, 2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2023
Notary Public _____
My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

CITY OF RAMSEY

RESOLUTION

IT IS RESOLVED that the City of Ramsey enter into MnDOT Agreement No. 1052001 with the State of Minnesota, Department of Transportation, and Anoka County for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the construction engineering in connection with the City water main and sanitary sewer to be performed upon, along, and adjacent to Trunk Highway 10 from 0.32 miles east of Armstrong Boulevard (County State Aid Highway 83) to 0.38 miles west of Thurston Avenue under State Project 0202-123 (TH 10=003).

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 _____, 2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2023
Notary Public _____
My Commission Expires _____

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