



Minnesota Department of Transportation

Transportation Building

395 John Ireland Boulevard
Saint Paul, Minnesota 55155-1899

Route:

Prism
Andy
Wain
File

Rd No:

14

File:

02-614-30
Agreements
MnDOT

(651)366-4634

M.S. 682

June 20, 2007



Doug Fischer
Anoka County Engineer
1440 Bunker Lake Blvd. N.W.
Andover, MN 55304

RE: Coop. Const. Agree. No. 90886
County of Anoka
S.P. 0208-123 (T.H. 65=005)
S.A.P. 02-614-30
Fed. Proj. No. SAPP-HPPH-STP H101 (001)
Fed. Proj. No. SAPP-HPPS S215 (001)
County Lump Sum payment for interchange, bridge and
Signal construction by the State on TH 65 at CSAH 14
and State transfer to the County of that portion of
TH 242 from TH 10 to TH 65

Dear Mr. Fischer:

Transmitted herewith for the County's use and retention, is a fully executed copy of the subject agreement between the County of Anoka and this department.

The agreement provides for a lump sum payment by the State to the County for the interchange, bridge and signal construction to be performed by the State under contract.

The County shall advance to the State the County's lump sum amount in accordance with the advance payment schedule. See Article IV of the agreement for the advance payment schedule.

The First invoice in the amount of \$2,833.334.00 will be forwarded to the County in a few days, and it is requested that payment be made accordingly.

Doug Fischer
June 20, 2007
Page 2

Subsequent invoices each in the amount of \$2,833,333.00 will be due on February 15, 2008 and February 15, 2009.

The State's invoice for the \$12,500,000.00 from the Flexible Highway Account will be forthcoming after the County processes a payment request to Metro State Aid for the funds from the County/Turnback Account.

We request that the County processes the payment request in the near future.

Sincerely,

A handwritten signature in cursive script that reads "Maryanne Kelly-Sonnek". The signature is written in black ink and is positioned above the printed name and title.

Maryanne Kelly-Sonnek
Municipal Agreements Engineer

PRE-LETTING
SERVICES
SECTION

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
COOPERATIVE CONSTRUCTION
AGREEMENT

Mn/DOT
AGREEMENT NO.

90886-R

- S.P. 0208-123 (T.H. 65=005)
- S.A.P. 02-614-30
- S.A.P. 106-112-07
- S.A.P. 106-010-19
- S.A.P. 106-020-26
- Fed. Proj. SAPP-HPPH-STP H101(001)
- Fed. Proj. SAPP-HPPS S215(001)

The State of Minnesota
Department of Transportation, and
Anoka County

AMOUNT ENCUMBERED

(None)

Re: County lump sum payment for
interchange, bridge, and signal
construction by the State on
T.H. 65 at C.S.A.H. 14 and State
transfer to the County of that
portion of T.H. 242 from T.H. 10
to T.H. 65

AMOUNT RECEIVABLE

\$21,000,000.00

THIS AGREEMENT is made and entered into by and between the State of

Minnesota, Department of Transportation, hereinafter referred to as the "State" and Anoka County, Minnesota, acting by and through its Board of Commissioners, hereinafter referred to as the "County".

WHEREAS, the State is about to perform grading, concrete and bituminous surfacing, signing, lighting, signal, utility, and bridge construction and other associated construction upon, along and adjacent to Trunk Highway No. 65 from 0.7 miles south of County State Aid Highway No. 14 to 1.3 miles north of County State Aid Highway No. 14 and upon along and adjacent to County State Aid Highway No. 14 from 0.4 miles west of Trunk Highway No. 65 to 0.3 miles east of Trunk Highway No. 65 within the corporate limits of the City of Blaine in accordance with State plans, specifications and special provisions designated as State Project No. 0208-123 (T.H. 65=005) and in the records of the Federal Highway Administration as Minnesota Projects SAPP-HPPH-STP H101(001) and SAPP-HPPS-S215(001); and

WHEREAS, the State has requested participation by the County in the costs of the interchange, bridge, and signal construction; and

WHEREAS, the County has expressed its willingness to participate in the costs of the interchange, bridge, and signal construction and associated construction engineering in an amount equal to \$21,000,000.00 as hereinafter set forth; and

WHEREAS, in connection with the State contract, certain utility and roadway construction to be performed upon, along and adjacent to Trunk Highway No. 65 from 0.7 miles south of County State Aid Highway No. 14 to 1.3 miles north of County State Aid Highway No. 14 under State Project No. 0208-123 (T.H. 65=005) will be covered under Agreement No. 90926 between the State and the City of Blaine; and

WHEREAS, in distributing decision making for routes of specific

functional classification to the appropriate level of government, it is necessary to transfer certain routes from one level of government to another; and

WHEREAS, one such route is Trunk Highway No. 242 from Trunk Highway No. 10 to Trunk Highway No. 65; and

WHEREAS, a portion of the Highway User Tax Distribution Fund is available from the Flexible Highway Account specifically for use for repair and improvement of roadways transferred from the State to counties; and

WHEREAS, the County intends to utilize Flexible Highway Account funds through the County Turnback Account to finance repair and improvement of Trunk Highway No. 242; and

WHEREAS, the State intends to request appropriation of Flexible Highway Account funds sufficient to finance repair and improvement of Trunk Highway No. 242; and

WHEREAS, Minnesota Statutes Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purpose of constructing, maintaining and improving the trunk highway system.

IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:

ARTICLE I - CONSTRUCTION BY THE STATE

Section A. Contract Award

The State shall advertise for bids and award a construction contract to the lowest responsible bidder for State Project No. 0208-123 (T.H. 65=005) in accordance with State plans, specifications and special provisions which are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and are incorporated into this Agreement by reference.

Section B. Direction and Supervision of Construction

The State shall direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction shall be performed in compliance with the approved plans, specifications and special provisions.

Section C. Plan Changes, Additional Construction, Etc.

The State shall make changes in the plans and contract construction and enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. However, the State District Engineer's authorized representative will inform the appropriate County official of any proposed addenda, change orders and supplemental agreements to the construction contract.

Section D. Satisfactory Completion of Contract

The State shall perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by the State of the completed contract construction shall be final, binding and conclusive upon the County as to the satisfactory completion of the contract construction.

ARTICLE II - INSPECTION BY THE COUNTY

The contract construction shall be open to inspection by the County. If the County believes the contract construction has not been properly performed or that the construction is defective, the County shall inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the County are not binding on the State. The State shall have the exclusive right to determine whether the State's contractor has satisfactorily performed the contract construction.

ARTICLE III - TRANSFER OF ROADWAY**Section A. Location**

The State shall transfer to the County jurisdiction of Trunk Highway No. 242 from Trunk Highway No. 10 to Trunk Highway No. 65, under Control Section 0212.

Section B. Information and Records Provided by the State

Upon execution and approval of this agreement the State shall, upon request, provide the County with the following information and records that are applicable to the Trunk Highway No. 242 roadway

described in Section A. of this article, to the extent that they are available, at no cost or expense to the County:

1. A list of active maintenance agreements with other governmental agencies and utility companies that will be conveyed to the County.
2. Utility, drainage, access driveway, sign advertising and limited use permits.
3. As-built construction plans and microfilm records.
4. Bridge inspection reports and ratings.
5. Photo logs, aerial photos, right-of-way maps and parcel files.
6. Inventory data.
7. Pavement condition ratings.
8. A history of the most recent betterment.
9. Signal files including timing sequence and repair history.
10. Accident reports and statistics, subject to Privacy Act requirements.
11. The most current traffic counts.
12. Any alignment ties, horizontal and vertical control monuments, and relative data.
13. All partially completed and completed plans for construction projects.
14. Road opening authority documentation and/or right-of-way authority documentation.

Section C. Right-Of-Way

The State and the County shall determine the future right-of-way limits for the Trunk Highway No. 242 roadway portions described in

Section A. of this article, prior to the transfer of land title.

Section D. Notice of Transfer

The State shall, upon issuance of Commissioner's Orders, or as soon as practicable thereafter, serve upon the County a "Notice of Transfer", placing the Trunk Highway No. 242 roadway portion described in Section A. of this article under the jurisdiction of the County; and subsequent thereto, after all necessary and required documents have been prepared and processed, the State shall convey to the County all right, title, and interest of the State in that roadway. Upon receipt of that "Notice of Transfer", the County shall become the road authority responsible for the roadway so transferred. As the road authority, the County is the owner of that roadway and all of the facilities a part thereof.

Section E. Change In Roadway Designation

Upon transfer to the County of the Trunk Highway No. 242 roadway described in Section A. of this article, the State shall designate such roadway as a County State Aid Highway and shall approve the appropriate increase in mileage, in accordance with Minnesota Rules 8820.0800, upon the State's receipt of a resolution requesting same from the County.

Section F. Future Responsibilities

Upon transfer of the Trunk Highway No. 242 to the County, the County shall thereafter accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of Trunk Highway No. 242 and all of the facilities a part thereof, including the minor roadway maintenance over Trunk Highways No. 10 and No. 65.

Section G. State Aid Turnback Account and System Funds

After transfer to the County of Trunk Highway No. 242, County State Aid Turnback Account funds may be utilized by the County for improvements to the roadway. The amount of County State Aid Turnback Account funds assigned to Trunk Highway No. 242, and the use of such funds, shall be determined in accordance with Screening Board Resolution Re: Trunk Highway Turnback-June 1965 (latest version June 1996), and Minnesota Rules 8820 (2003) in effect on the date the roadway is transferred to the County.

After transfer to the County of Trunk Highway No. 242, County State Aid System funds may be utilized by the County for the roadway in accordance with Screening Board Resolution Re: Trunk Highway Turnback-June 1965 (latest version June 1996), and Minnesota Rules 8820 (2003) in effect on the date the roadway is transferred to the County.

ARTICLE IV - PAYMENT BY THE COUNTY

The County shall advance to the State, as the County's full and complete share of the costs of the interchange and signal construction and associated construction engineering to be performed

upon, along and adjacent to Trunk Highway No. 65 from 0.7 miles south of County State Aid Highway No. 14 to 1.3 miles north of County State Aid Highway No. 14 and upon along and adjacent to County State Aid Highway No. 14 from 0.4 miles west of Trunk Highway No. 65 to 0.3 miles east of Trunk Highway No. 65 within the corporate limits of the City of Blaine under State Project No. 0208-123 (T.H. 65=005), a lump sum in the amount of \$21,000,000.00 in accordance with the Advance Payment Schedule. Advancement by the County shall be made after the following conditions have been met:

- A. Execution and approval of this Agreement and the State's transmittal of it to the County.
- B. Award of the construction contract for the construction to be performed hereunder.
- C. Receipt by the County of a written request from the State for the advancement of funds.

ADVANCE PAYMENT SCHEDULE

First Payment: Upon award of the construction contract to the successful bidder, on or after May 1st 2007, and the County's receipt of a written request from the State, the County will pay to the State the amount of \$2,833,334.00.

Second Payment: On or before February 15th 2008, and upon the County's receipt of a written request from the State, the County will pay to the State the amount of \$2,833,333.00.

Third Payment: On or before February 15th 2009, and upon the County's receipt of a written request from the State, the County will pay to the State the amount of \$2,833,333.00.

Fourth Payment: Following receipt by the County of \$12,500,000.00 from the Flexible Highway Account through the County Turnback Account, and upon the County's receipt of a written request from the State, the County will pay to the State the amount of \$12,500,000.00.

It is anticipated that each of the payments made by the County in accordance with the Advance Payment Schedule shall provide payment in full prior to the performance of any of the County cost participation construction for which that payment was made. It is also anticipated that the Final Payment by the County will be prior to the completion of the construction contract.

The County's \$21,000,000.00 cost share as noted above shall be considered the County's full cost for engineering, right-of-way, construction (including change order and supplemental agreements required to accomplish the current project scope) and no additional expense or reimbursement will be made from or to the County, unless the County requests additional work beyond the current project scope.

ARTICLE V - GENERAL PROVISIONS

Section A. Plan Changes

The County may request changes in the plans. If the State determines that the requested plan changes are necessary or desirable, the State will cause those plan changes to be made.

Section B. Maintenance by the County

Upon satisfactory completion of the County State Aid Highway No. 14 roadway construction to be performed under the construction contract, the County shall provide for the proper maintenance of the roadways and all of the facilities a part thereof, without cost or expense to the State. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing and seal coating and any other maintenance activities necessary to perpetuate the roadways in a safe and usable condition.

Upon satisfactory completion of the County State Aid Highway No. 14 storm sewer facilities construction to be performed under the construction contract, the County shall provide for the proper routine maintenance of those facilities, without cost or expense to the State. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from structures, grates and pipes, repair of minor erosion problems, and minor structure and pipe repair, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities. Drainage structures and associated piping are as follows:

Drainage Structures and Piping

From 5121 to 5120

From 5684 to 5685 to 5686

From 5680 to 5692 to 5686

From 5686 to 5687 to 5688 to 5689 to 5690 to 6333

From 5693 to 5694 to 5687

From 5695 to 5687

From 5696 to 5697 to 5698 to 5688

From 5699 to 5688

From 5643 to 5683 to 5689

From 5691 to 5689

From 5644 to 5645 to 5646 to 5647 to 5648 to 5649 to 5641

From 5653 to 5646

From 5654 to 5646

From 5650 to 5651 to 5647

From 5652 to 5651

From 5441 to 5442 to 5443 to 5444 to 5445 to 5446 to 5447 to 5448

From 5458 to 5459 to 5460 to 5446

From 5303 to 5302 to 5315 to 5318 to 5321 to 5322 to 5323 to 5327
to 5300 to 5311 to 5312

From 5301 to 5302

From 5313 to 5314 to 5315

From 5316 to 5315

From 5304 to 5305 to 5319 to 5318

From 5306 to 5305

From 5320 to 5321

From 5330 to 5307 to 5322

From 5309 to 5308 to 5324

From 5323 to 5324

From 5325 to 5326 to 5327

From 5612 to 5611 to 5622

From 5610 to 5622 to 5613

Upon satisfactory completion of Walls WNWW, WSWW, WSEE, and WNEE construction located on the NW, SW, SE, and NE corner County State

Aid Highway No. 14 at the Trunk Highway No. 65 interchange to be performed under the construction contract, the County shall provide for the proper maintenance of and keep in repair the wall, without cost or expense to the State. Maintenance and repair includes, but is not limited to, graffiti removal and surface repair, and any other maintenance activities necessary to perpetuate the wall in a safe, usable and aesthetically acceptable condition.

Upon completion of the rail construction on top of the parapet walls for Bridge No. 02051 (County State Aid Highway No. 14/Trunk Highway No. 65 interchange) to be performed under the construction contract, the County will provide for the proper maintenance of the rail, without cost or expense to the State.

Upon completion of the wire fence construction located on the north side of the bridge approach to Bridge No. 02051 to be performed under the construction contract, the County will provide for the proper maintenance of the wire fence, without cost or expense to the State.

Section C. Additional Drainage

Neither party to this Agreement shall drain any additional drainage into the storm sewer facilities to be constructed under the construction contract, that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer at Roseville and is incorporated into this Agreement by reference.

Section D. Future Responsibilities

Upon satisfactory completion of the County State Aid Highway No. 14 construction to be performed under the construction contract, the County shall thereafter accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of County State Aid Highway No. 14 and all of the facilities a part thereof constructed hereunder, without cost or expense to the State.

Section E. Examination of Books, Records, Etc.

As provided by Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of each party relevant to this Agreement are subject to examination by each party, and either the legislative auditor or the state auditor as appropriate, for a minimum of six years from final payment.

Section F. Claims

Each party is responsible for its own employees for any claims arising under the Workers Compensation Act. 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 Section 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County.

Section G. Agreement Approval

Before this Agreement becomes binding and effective, it shall be approved by a County Board of Commissioners resolution and executed by such State and County officers as the law may provide in addition to the Commissioner of Transportation or their authorized representative.

ARTICLE VI - AUTHORIZED AGENTS

The State's Authorized Agent for the purpose of the administration of this Agreement is Maryanne Kelly-Sonnek, Municipal Agreements Engineer, or her successor. Her current address and phone number are 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155, (651) 366-4634.

The County's Authorized Agent for the purpose of the administration of this Agreement is Doug Fischer, County Engineer, or his successor. His current address and phone number are 1440 Bunker Lake Boulevard Northwest, Andover, MN 55304 (763) 862-4213.

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

ANOKA COUNTY

By *Dennis W. Berg*
Chair, Anoka County Board of Commissioners

Date 5/22/07

By *Jimmy Johnson*
Anoka County Administrator

Date 5/22/07

Recommended for Approval:

By *Robert J. [Signature]*
Anoka County Engineer

Date 5/9/07

Approved as to form:

By *Dan Kuntz*
Assistant Anoka County Attorney

Date 5/30/07

DEPARTMENT OF TRANSPORTATION

Recommended for approval:

By *[Signature]* 6/5/07
District Engineer

Approved:

By *[Signature]*
State Design Engineer

Date JUNE 06 2007

Approved as to form and execution:

By *Joanne Wagner*
Contract Management

Date 6/7/07

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By *Sandra Fullin*

Date 6/11/07

BOARD OF COUNTY COMMISSIONERS

Anoka County, Minnesota

DATE: May 8, 2007

RESOLUTION #2007-62

OFFERED BY COMMISSIONER: Lang

**RESOLUTION TO ENTER INTO MN/DOT AGREEMENT NO. 90886
WITH THE STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION
TO PROVIDE FOR THE CONSTRUCTION OF THE TH65/CSAH 14 INTERCHANGE**

BE IT RESOLVED, that Anoka County enter into Mn/DOT Agreement No. 90886 with the State of Minnesota, Department of Transportation for the following purposes:

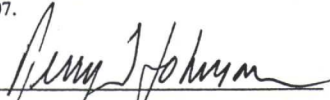
To provide for a lump sum payment of \$21 million by the county to the state as the county's share of the costs of the interchange and signal construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 65 from 0.7 miles south of County State Aid Highway No. 14 to 1.3 miles north of County State Aid Highway No. 14 and upon, along and adjacent to County State Aid Highway No. 14 from 0.4 miles west of Trunk Highway No. 65 to 0.3 miles east of Trunk Highway No. 65 within the corporate limits of the city of Blaine under State Project No. 0208-123 (T.H. 65=005).

BE IT FURTHER RESOLVED that the chairman of the county board and the county administrator are authorized to execute the agreement and any amendments to the agreement.

STATE OF MINNESOTA)
COUNTY OF ANOKA) SS

I, Terry L. Johnson, County Administrator, Anoka County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Anoka County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on May 8, 2007, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 8th day of May 2007.


TERRY L. JOHNSON
COUNTY ADMINISTRATOR

	<u>YES</u>	<u>NO</u>
DISTRICT #1 - BERG	X	
DISTRICT #2 - LANG	X	
DISTRICT #3 - WEST	X	
DISTRICT #4 - KORDIAK	X	
DISTRICT #5 - LEDOUX	X	
DISTRICT #6 - SIVARAJAH	X	
DISTRICT #7 - ERHART	X	