

Route: _____ Rd No: 14
File: Agmt
JPA

**JOINT POWERS AGREEMENT
FOR RECONSTRUCTION OF C.S.A.H. 14 (MAIN STREET)
FROM 4TH AVENUE IN LINO LAKES TO I-35W**

This Agreement made and entered into this 16th day of June, 1987, by and between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 325 East Main Street, Anoka, Minnesota, 55303, hereinafter referred to as "County," and the City of Lino Lakes, a municipal corporation of the State of Minnesota, 1189 Main Street, Lino Lakes, Minnesota, 55014, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the parties to this Agreement desire to jointly reconstruct C.S.A.H. 14 (Main Street) from 4th Avenue in Lino Lakes to Interstate 35W; and,

WHEREAS, the parties agree that it is in their best interest that the cost of said project be shared; and,

WHEREAS, said work will be carried out in accordance with the provisions of Minn. Stat. § 471.59.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

1. PURPOSE

The County and City have joined together for the purpose of reconstructing C.S.A.H. 14 (Main Street) from 4th Avenue in Lino Lakes to Interstate 35W by grading, widening, reconstructing the gravel base, bituminous surfacing, storm sewer improvements, and the installation of curb and gutter.

2. METHOD

The County shall provide all engineering services and shall cause the construction of Anoka County Project No. 02-614-11 in conformance with said plans and specifications. The letting of bids and the acceptance of all bid proposals shall be done by the County.

3. COSTS

A. The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the actual "construction costs" and shall be so referred to herein. "Estimated costs" are good faith projections of the costs which will be incurred for this project. The estimated costs are attached as Exhibits A, and incorporated herein by reference.

B. The City will pay to the County 50% of the actual cost of the curb and gutter. The estimated total cost of curb and gutter is 43,000.00 for 8,600 lineal feet, of which the City's estimated share is \$21,500.00.

C. The City will pay that part of the storm sewer cost which is found to be ineligible for State aid by the Minnesota Department of Transportation, estimated at 29.1%. The estimated cost of the storm sewer is \$88,259.00, of which the City's estimated share is \$25,683.37.

D. The City will pay for all right-of-way costs which are not necessary for roadway construction. In the event the City wishes to pursue acquisition of the Southeast corner of the intersection of C.S.A.H. 14 (Main Street) and C.S.A.H. 23 (Lake Drive), the City shall pay all right-of-way costs.

E. The City shall pay for engineering services at a rate of eight percent (8%) of its actual construction costs.

F. The total estimated cost to the City is \$42,283.08, based on the following itemized estimates:

Construction:	\$47,183.37
Engineering (8%)	<u>3,774.67</u>
TOTAL ESTIMATED COST:	\$50,958.04

G. Upon final completion of the construction the City shall pay to the County, upon written demand by the County, the actual cost of construction and

engineering, estimated to be \$50,958.04. The City's share of the project shall include only construction and engineering and does not include administrative or other expenses incurred by the County.

4. TERM

This Agreement shall continue until (1) terminated as provided hereinafter, or (2) until the construction provided for herein is completed and payment provided for herein is made, whichever of (1) or (2) shall first occur.

5. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

6. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformance to the State Laws.

7. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and disbursements shall be made upon request by either party.

8. TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. If notice is delivered by mail, it shall be deemed to be received two days after mailing. Such termination shall not be effective with respect to any solicitation of bids or any purchases of services or goods which occurred prior to such notice of termination.

9. AFFIRMATIVE ACTION

In accordance with Anoka County's Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to

discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, marital status, public assistance status, age, disability, or national origin.

10. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County, 325 East Main Street, Anoka, Minnesota, 55303, on behalf of the County, and Randy Schumacher, City Administrator of Lino Lakes, Minnesota, 55014, on behalf of the City.

11. INDEMNIFICATION

The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

12. ENTIRE AGREEMENT REQUIREMENT OF A WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties relating to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties herein.


IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands
on the dates written below:

COUNTY OF ANOKA

By: 
Dan Erhart, Chairman
Anoka County Board of
Commissioners


Dated: 7-7, 1987.

CITY OF LINO LAKES

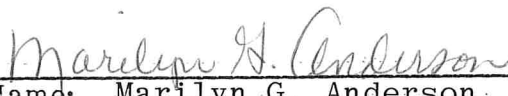
By: 
Name Benjamin G. Benson
Title Mayor

Dated: June 16,, 1987

ATTEST:

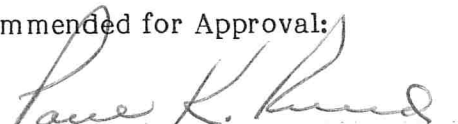
By: 
John "Jay" McLinden
Anoka County Administrator

Dated: 7-7, 1987.

By: 
Name: Marilyn G. Anderson
Title: Clerk-Treasurer

Dated: June 16,, 1987

Recommended for Approval:

By: 
Paul K. Ruud, County Engineer

APPROVED AS TO FORM AND EXECUTION:



Assistant Anoka County Attorney

ITEM NO.	ITEM	QUANT.	ENGINEER'S ESTIMATE UNIT	PRICE	TOTAL
2021.501	MOBILIZATION	1	LUMP SUM	\$10,000.00	\$10,000.00
2031.501	FIELD OFFICE, TYPE D	1	EACH	\$3,000.00	\$3,000.00
2101.501	CLEARING	2.4	ACRE	\$1,500.00	\$3,600.00
2101.502	CLEARING	140	TREE	\$60.00	\$8,400.00
2101.506	GRUBBING	2.4	ACRE	\$1,200.00	\$2,880.00
2101.507	GRUBBING	117	TREE	\$50.00	\$5,850.00
2104.501	REMOVE CULVERT PIPE	883	LIN.FT.	\$5.00	\$4,415.00
2104.501	REMOVE SEWER PIPE	64	LIN.FT.	\$5.00	\$320.00
2104.501	REMOVE CONCRETE CURB	88	LIN.FT.	\$1.00	\$88.00
2104.503	REMOVE CONCRETE SIDEWALK	70	SQ.FT.	\$1.00	\$70.00
2104.505	REMOVE CONCRETE PAVEMENT	115	SQ.YD.	\$0.75	\$86.25
2104.505	REMOVE BITUMINOUS PAVEMENT	36877	SQ.YD.	\$0.50	\$18,438.50
2104.509	REMOVE MANHOLES	1	EACH	\$100.00	\$100.00
2104.521	SALVAGE CULVERT PIPE	915	LIN.FT.	\$2.00	\$1,830.00
2104.521	SALVAGE FENCE	3331	LIN.FT.	\$1.00	\$3,331.00
2104.523	SALVAGE CASTINGS	1	EACH	\$50.00	\$50.00
0557.603	INSTALL FENCE	2758	LIN.FT.	\$1.25	\$3,447.50
2105.501	COMMON EXCAVATION	43094	CU.YD.	\$1.90	\$81,878.60
2105.505	MUCK EXCAVATION	50047	CU.YD.	\$2.35	\$117,610.45
2105.521	GRANULAR BORROW E.V.	37048	CU.YD.	\$2.75	\$101,882.00
2105.535	SALVAGED TOPSOIL L.V.	5752	CU.YD.	\$6.75	\$38,826.00
2130.501	WATER	400	M.GAL	\$10.00	\$4,000.00
2211.503	AGG. BASE PLACED, CL-5A	9139	CU.YD.	\$11.50	\$105,098.50
2331.504	BIT. MATERIAL FOR MIXTURE	1051	TON	\$175.00	\$183,925.00
2331.510	BINDER COURSE MIXTURE	5930	TON	\$11.50	\$68,195.00
2331.514	BASE COURSE MIXTURE	13879	TON	\$11.50	\$159,608.50
2331.531	TEMPORARY LANE MARKING	1560	RD. STA.	\$4.00	\$6,240.00
0331.601	2" WEARING COURSE PLACED	3642	SQ.YD.	\$6.00	\$21,852.00
2341.504	BIT. MATERIAL FOR MIXTURE	381	TON	\$175.00	\$66,675.00
2341.508	WEARING COURSE MIXTURE	5851	TON	\$12.75	\$74,600.25
2357.502	BIT. MAT'L FOR TACK	7190	GAL.	\$1.25	\$8,987.50
2501.511	15" C.M. PIPE CULVERT	962	LIN FT	\$13.00	\$12,506.00
2501.511	18" C.M. PIPE CULVERT	46	LIN FT	\$15.00	\$690.00
2501.511	30" C.M. PIPE CULVERT	146	LIN FT	\$35.00	\$5,110.00
2501.515	15" C.M. PIPE APRONS	56	EACH	\$65.00	\$3,640.00
2501.515	18" C.M. PIPE APRONS	2	EACH	\$85.00	\$170.00
2501.515	30" C.M. PIPE APRONS	12	EACH	\$450.00	\$5,400.00
2501.515	36" C.M. PIPE APRONS	2	EACH	\$500.00	\$1,000.00
2501.515	12" R.C. PIPE APRONS	1	EACH	\$200.00	\$200.00
2501.515	15" R.C. PIPE APRONS	3	EACH	\$350.00	\$1,050.00
2501.515	18" R.C. PIPE APRONS	1	EACH	\$400.00	\$400.00
2501.515	30" R.C. PIPE APRONS	1	EACH	\$450.00	\$450.00
2501.515	36" R.C. PIPE APRONS	1	EACH	\$500.00	\$500.00
2501.515	48" R.C. PIPE APRONS	2	EACH	\$850.00	\$1,700.00
2501.521	51" SPAN R.C. PIPE-ARCH CLV	92	LIN.FT.	\$70.00	\$6,440.00
2501.525	51" SPAN R.C. PIPE-ARCH APR	2	EACH	\$1,400.00	\$2,800.00
2501.561	48" RC PIPE CULV., DES. 3006D	82	LIN.FT.	\$75.00	\$6,150.00
2503.541	12" RCP SEW, DES. 3006D CL III	348	LIN.FT.	\$18.50	\$6,438.00
2503.541	15" RCP SEW, DES. 3006D CL III	202	LIN.FT.	\$19.50	\$3,939.00
2503.541	18" RCP SEW, DES. 3006D CL III	256	LIN.FT.	\$22.50	\$5,760.00
2503.541	24" RCP SEW, DES. 3006D CL III	1463	LIN.FT.	\$26.00	\$38,038.00
2503.541	30" RCP SEW, DES. 3006D CL III	38	LIN.FT.	\$28.00	\$1,064.00
2503.541	36" RCP SEW, DES. 3006D CL III	259	LIN.FT.	\$35.00	\$9,065.00
2506.506	CONSTR. MANHOLES, DES A OR F	19.3	LIN.FT.	\$130.00	\$2,509.00
2506.506	CONSTR. MANHOLES, DES C OR G	26.2	LIN.FT.	\$130.00	\$3,406.00
2506.506	CONSTR. M.H., DES 60"-4020	12.5	LIN.FT.	\$150.00	\$1,875.00
2506.507	CONST CATCH BASINS, C OR G	43.9	LIN.FT.	\$120.00	\$5,268.00
2506.507	CONST CATCH BASINS, DES H	3.1	LIN.FT.	\$120.00	\$372.00
2506.516	CASTING ASSEMBLIES	19	EACH	\$225.00	\$4,275.00
2506.521	INSTALL CASTINGS	1	EACH	\$100.00	\$100.00
2531.501	4" CONCRETE WALK	70	SQ.FT.	\$1.50	\$105.00
2531.501	CONC. CURB & GUTTER B-618	8600	LIN.FT.	\$5.00	\$43,000.00
2531.507	6" CONC. DRIVEWAY PAVEMENT	431	SQ.YD.	\$2.00	\$862.00
2531.507	8" CONC. DRIVEWAY PAVEMENT	24	SQ.YD.	\$2.25	\$54.00
0411.603	STONE RETAINING WALL	135	SQ.FT.	\$10.00	\$1,350.00
2573.501	BALE CHECK	75	EACH	\$5.00	\$375.00
2573.508	BITUMINOUS LINED FLUME	70	SQ.YD.	\$10.00	\$700.00
2575.501	ROADSIDE SEEDING	10.7	ACRE	\$62.00	\$663.50
2575.502	SEED, MIXTURE NO. 3	481	POUND	\$1.50	\$721.50
2575.505	SODDING	29153	SQ.YD.	\$1.20	\$34,983.60
2575.511	MULCH MATERIAL TYPE-1	21.3	TON	\$110.00	\$2,343.00
2575.519	DISC ANCHORING	10.7	ACRE	\$50.00	\$535.00
2575.531	COMM. FERT. ANALY. 10-10-10	2.7	TON	\$275.00	\$742.50

TOTAL = \$1,322,057.15