

**JOINT POWERS AGREEMENT
FOR INTERSECTION IMPROVEMENTS OF CSAH 1 (EAST RIVER ROAD NE)
AT 61ST WAY NE, IN THE CITY OF FRIDLEY
PROJECT NO. S.P. 02-601-44**

THIS AGREEMENT is made and entered into this 5 day of Feb, 2009¹⁸ by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County" and with the City of Fridley, 6431 University Avenue NE, Fridley, MN 55432, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to improve CSAH 1 (East River Road NE) and 61st Way NE as soon as possible; and,

WHEREAS, said parties mutually agree that CSAH 1 (East River Road NE) and 61st Way NE is in need of reconstruction; and,

WHEREAS, said parties mutually agree that a traffic signal on CSAH 1 and the entrance of the Fridley Northstar Commuter Rail Station is warranted and desirable for safe access to/from the school for vehicles and pedestrians; and,

WHEREAS, Anoka County has jurisdiction over CSAH 1; and,

WHEREAS, the County has received a state grant through the Anoka County Community Development Block Grant (CDBG) Funds to pay for a portion of this project; and,

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

Whereas, Minn. Stat. § 471.59 authorizes political subdivisions of the state to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of reconstructing roadway and traffic control on CSAH 1 and 61st Way NE. The County project number for the reconstruction is S.P. 02-601-44. Said engineering plans numbered S.P. 02-601-44 are filed in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD

The County shall provide all engineering services and shall cause the construction of Anoka County Project S.P. 02-601-44 in conformance with State Aid engineering plans and specifications. The County shall do the calling for all bids and the acceptance of all bid proposals.

III. COSTS

A. The contract cost of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs, and equipment rental required to do the work shall constitute the actual "construction" and shall be so referred to herein. "Estimated costs" are good faith projections of costs which will be incurred for the project. Actual costs may vary and those will be the costs for which the relevant parties will be responsible.

B. The City is responsible for one-quarter the cost of the signal construction. The estimated cost of the total project is \$289,775.05 as shown in Exhibit "A", of which Fridley's cost of the intersection has an estimated cost of \$62,781.00. CDBG funds are capped at \$300,000. With the project being essentially fully funded through the CDBG, the City's construction costs are estimated at \$0.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. 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.

VI. 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.

VII. STRICT ACCOUNTABILITY

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

VIII. 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. The City shall pay its pro rata share of costs which the County incurred prior to such notice of termination.

IX. NOTICE

For purposes of delivery of any notices herein, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 Third Avenue, Anoka, Minnesota 55303, on behalf of the County, and to the City of Fridley, 6431 University Avenue NE, Fridley, MN 55432, on behalf of the City.

X. INDEMNIFICATION

The City and 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.

XI. 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 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.

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

COUNTY OF ANOKA

By: Dennis D. Berg
Dennis D. Berg, Chair
Board of Commissioners

Dated: 2/1/2010

ATTEST

By: Terry L. Johnson
Terry L. Johnson
County Administrator

Dated: 2/1/2010

RECOMMENDED FOR APPROVAL

By: Douglas W. Fischer
Douglas W. Fischer, P.E.
County Engineer

Dated: 1/27/10

APPROVED AS TO FORM

By: Dan Klint
Dan Klint
Assistant County Attorney

Dated: 2-5-2010

CITY OF FRIDLEY

By: Scott J. Lund
Scott J. Lund
Mayor

Dated: December 14, 2009

By: William W. Burns
Dr. William W. Burns
City Manager

Dated: December 14, 2009

By: Jim Kosluchar
Jim Kosluchar, P.E.
City of Fridley Engineer

Dated: 12/14/09

By: _____

Dated: _____

Item No.	Item		Units	Quantity	Inc.	
					Unit Price	Total Price
1	2102.501	PAVEMENT MARKING REMOVAL	SQ FT	914	\$1.70	\$1,553.80
2	2102.502	PAVEMENT MARKING REMOVAL	LIN FT	1200	\$0.60	\$720.00
3	2104.501	REMOVE CURB AND GUTTER	LIN FT	954	\$4.70	\$4,483.80
4	2104.503	REMOVE CONCRETE MEDIAN	SQ FT	2398	\$1.40	\$3,357.20
5	2104.503	REMOVE CONCRETE WALK	SQ FT	255	\$3.50	\$892.50
6	2104.503	REMOVE BITUMINOUS WALK	SQ FT	263	\$1.40	\$368.20
7	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	787	\$4.20	\$3,305.40
8	2104.509	REMOVE SIGNAL SYSTEM	EACH	1	\$11,000.00	\$11,000.00
9	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	23	\$8.50	\$195.50
10	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1139	\$4.20	\$4,783.80
11	2104.523	SALVAGE SIGN TYPE C	EACH	34	\$40.00	\$1,360.00
12	2104.523	SALVAGE SIGN TYPE SPECIAL	EACH	5	\$40.00	\$200.00
13	2104.601	HAUL SALVAGED MATERIAL	LUMP SUM	1	\$500.00	\$500.00
14	2105.501	COMMON EXCAVATION	CU YD	244	\$23.75	\$5,795.00
15	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	142	\$55.00	\$7,810.00
16	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	120	\$120.00	\$14,400.00
17	2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	99	\$110.00	\$10,890.00
18	2504.602	ADJUST VALVE BOX-WATER	EACH	1	\$250.00	\$250.00
19	2521.501	4" CONCRETE WALK	SQ FT	1987	\$3.25	\$6,457.75
20	2531.501	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	980	\$11.75	\$11,515.00
21	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	101	\$18.50	\$1,868.50
22	2531.618	TRUNCATED DOMES	SQ FT	64	\$32.00	\$2,048.00
23	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$6,500.00	\$6,500.00
24	2564.531	SIGN PANELS TYPE C	SQ FT	218	\$32.75	\$7,139.50
25	2564.552	HAZARD MARKER X4-2	EACH	2	\$77.00	\$154.00
26	2564.602	INTERNALLY LIT SIGN TYPE D	EACH	4	\$5,000.00	\$20,000.00
27	2565.511	FULL T ACT T CONTROL SIGNAL SYSTEM	SIGS	1	\$137,150.00	\$137,150.00
28	2565.601	EMERGENCY VEHICLE PREEMPTION SYSTEM	LUMP SUM	1	\$5,000.00	\$5,000.00
29	2582.501	PAVEMENT MESSAGE (LEFT ARROW) PREF THERMOPLASTIC	EACH	5	\$355.00	\$1,775.00
31	2582.501	PAVEMENT MESSAGE (RIGHT ARROW) PREF THERMOPLASTIC	EACH	5	\$355.00	\$1,775.00
30	2582.501	PAVEMENT MESSAGE (RIGHT THROUGH) PREF THERMOPLASTIC	EACH	3	\$560.00	\$1,680.00
32	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	3730	\$0.30	\$1,119.00
33	2582.502	4" BROKEN LINE WHITE-PAINT	LIN FT	420	\$0.30	\$126.00
34	2582.502	4" SOLID LINE YELLOW-PAINT	LIN FT	2020	\$0.30	\$606.00
35	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	340	\$0.59	\$200.60
36	2582.502	24" STOP LINE WHITE PREF THERMOPLASTIC	LIN FT	166	\$16.25	\$2,697.50
37	2582.503	CROSSWALK MARKING-PREF THERMOPLASTIC	SQ FT	918	\$11.00	\$10,098.00
Totals for Project SP 002-601-044						\$289,775.05