

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

State Project Number (S.P.):	<u>0215-77</u>	City Estimated Amount Receivable
Trunk Highway Number (T.H.):	<u>10=062</u>	<u>\$80,714.61</u>
State Aid Project Number (S.A.P.):	<u>002-609-020</u>	
State Aid Project Number (S.A.P.):	<u>114-020-056</u>	
Signal System "A" ID:	<u>1735929</u>	County Estimated Amount Receivable
Signal System "B" ID:	<u>1735044</u>	<u>\$320,650.16</u>

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

Recitals

1. The State will perform grading, bituminous surfacing, signal systems, ADA improvements, TMS and Bridge No. 02552 construction and other associated construction upon, along, and adjacent to County State Aid Highway (C.S.A.H.) No. 9 at Trunk Highway No. 10 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 0215-77 (T.H. 10=062) ("Project"); and
2. The City has requested the State include in its Project signal systems and lighting removal construction; and
3. The City wishes to participate in the costs of the signal systems and lighting removal construction and associated construction engineering; and
4. The County has requested the State include in its Project sidewalk and signal system construction; and
5. The County wishes to participate in the costs of the sidewalk and signal system construction and associated construction engineering; and
6. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
7. 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: 3. Maintenance by the City; 4. Maintenance by the County; 12. Liability; Worker Compensation Claims; 15. State Audits; 16. Government Data Practices; 18. Governing Law; Jurisdiction; Venue; and 20. Force Majeure. The terms and conditions set forth in Article 5. Signal Systems and EVP Systems Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 0215-77 (T.H. 10=062) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineer, in the office of the County Engineer, and attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction.**
 - A. **Supervision and Inspection by the State.** The State will 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 will be performed according to the Project Plans.
 - B. **Inspection by the City and the County.** The City and County participation construction covered under this Agreement will be open to inspection by the City and the County. If the City or the County believes the City or County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City or the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City or the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City and County participation construction covered under this Agreement.
- 2.3. **Plan Changes, Additional Construction, Etc.**
 - A. The State will make changes in the Project Plans and contract construction, which may include the City and the County participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City and County officials of any proposed addenda and change orders to the construction contract that will affect the City and County participation construction covered under this Agreement.
 - B. The City or the County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

- 2.4. Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- 2.5. Permits.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are 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).
- 2.6. Replacement of Castings.** Adjustments to certain City or County-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City or County will furnish the contractor with new units and/or parts for those in place City or County-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

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

- 3.1. Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

The State will maintain crosswalk markings on the Trunk Highway at ramps which intersect with City roads.

- 3.2. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

4. Maintenance by the County

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

- 4.1. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

5. Signal Systems and Emergency Vehicle Preemption Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal Systems and Emergency Vehicle Preemption (EVP) Systems on T.H. 10 at C.S.A.H. 9 and T.H. 10 east bound exit ramp (Signal System "A") , and on T.H. 10 at C.S.A.H. 9 and T.H. 10 west bound exit ramp (Signal System "B"), and for the Interconnect on T.H. 10 at C.S.A.H. 9 from the T.H. 10 east bound exit ramp to the T.H. 10 west bound exit ramp.

5.1. County and City Responsibilities for Signal System "A" and Signal System "B".

A. Power.

- i. The County will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles.

- ii. The City will pay all monthly electrical service expenses necessary to operate the Signal Systems, EVP Systems, and Interconnect.

B. *Minor Signal System Maintenance.* The County will provide for the following, without cost to the State.

- i. Maintain the signal pole mounted Light Emitting Diode (LED) luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended American Association of State Highway and Transportation Officials (AASHTO) levels for the installation.
- ii. Replace the Signal System LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
- iii. Clean the Signal System controller cabinet and service cabinet exteriors.
- iv. Clean the Signal System and luminaire mast arm extensions.
- v. Paint and maintain the cross street pedestrian crosswalk markings.
- vi. Reimburse the State for the costs associated with battery replacement for the battery back-up system which includes battery purchase, installation, and disposal.

C. *County Interconnect System on State Right-of-Way.*

- i. The County Interconnect system will be owned, operated, and maintained by the County according to County maintenance responsibilities.

5.2. *State Responsibilities.*

- A. *Interconnect; Timing; Other Maintenance.*** The State will maintain the Interconnect within the State's system and signing, and perform all other Signal System, Accessible Pedestrian Signals (APS) and signal pole luminaire circuit maintenance without cost to the City or County. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. *Battery Backup Replacement Batteries.*** Perform all tasks associated with battery replacement for the battery back-up system which includes battery purchase, installation, and disposal and invoice the County 100% of the costs associated with this work, the County will then bill 50% of those costs to the City. The State will maintain the remainder of the battery back-up system at its cost and expense.
- C. *EVP System Operation.*** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP System must be done by State forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City and County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - iii. Malfunction of the EVP System must be reported to the State immediately.
 - iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City or County receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.

v. All timing of the EVP System will be determined by the State.

5.3. Right-of-Way Access. Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

5.4. Related Agreements. This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 67136 dated June 22, 1990 and No. 88164M dated January 4, 2006, between the parties, for the intersection of T.H. 10 at C.S.A.H. 9 and T.H. 10 east bound exit ramp.

6. Basis of City Cost

6.1. Schedule "I". The Preliminary Schedule "I" includes all anticipated City participation construction items, State Furnished Materials lump sum amounts, and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

6.2. City Participation Construction. The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for Mobilization and Traffic Control.

- A.** 100 Percent will be the City's rate of cost participation in all of the lighting removal construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 3 of the Preliminary Schedule "I".
- B.** 25 Percent will be the City's rate of cost participation in all of the Signal System "A" construction. The construction is included in the City's 100 Percent cost participation described in Article 4.2 Section A of this Agreement and is tabulated on Sheet No. 3 of the Preliminary Schedule "I".
- C.** 50 Percent will be the City's rate of cost participation in all of the Emergency Vehicle Preemption System "B" construction. The construction is included in the City's 100 Percent cost participation described in Article 4.2 Section A of this Agreement and is tabulated on Sheet No. 3 of the Preliminary Schedule "I".
- D.** 75 Percent will be the City's rate of cost participation in all of the Emergency Vehicle Preemption System "A" construction. The construction is included in the City's 100 Percent cost participation described in Article 4.2 Section A of this Agreement and is tabulated on Sheet No. 3 of the Preliminary Schedule "I".

6.3. State Furnished Materials. The State will furnish a cabinet and controller, PTZ camera, Video Detection Camera and associate equipment, mast arms, and battery backup ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal systems covered under this Agreement. The City's lump sum share for State Furnished Materials is **\$24,896.00**. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I".

6.4. Construction Engineering Costs. The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.

6.5. Plan Changes, Additional Construction, Etc. The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

6.6. Liquidated Damages. All liquidated damages assessed the State'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. City Cost and Payment by the City

- 7.1. City Cost. \$80,714.61** is the City's estimated share of the costs of the contract construction, State Furnished Materials and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 7.2. Conditions of Payment.** The City will pay the State the City's total estimated construction and 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.
- 7.3. Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.
- 7.4. Final Payment by the City.** Upon completion of all contract construction and upon computation of the final amount due the State'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 all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction 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 participation construction 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.

8. Basis of County Cost

- 8.1. Schedule "I".** The Preliminary Schedule "I" includes all anticipated County participation construction items, State Furnished Materials lump sum amounts and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 8.2. County Participation Construction.** The County will participate in the following at the percentages indicated. The construction includes the County's proportionate share of item costs for Mobilization and Traffic Control.
- A. 100 Percent will be the County's rate of cost participation in all of the sidewalk construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
 - B. 50 Percent will be the County's rate of cost participation in all of the Signal System "A" and Signal System "B" construction. The construction is included in the County's 100 Percent cost participation described in Article 8.2 Section A of this Agreement and is tabulated on Sheets No. 3 of the Preliminary Schedule "I".

- 8.3. State Furnished Materials.** The State will furnish a cabinet and controller, PTZ camera, Video Detection Camera and associated equipment, mast arms, and battery backup ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal systems covered under this Agreement. The County's lump sum share for State Furnished Materials is \$49,792.00 for Signal System "A" and \$44,555.50 for Signal System "B" for a total cost of **\$94,347.50**. The County's cost share for State Furnished Materials will be added to the County's total construction cost share as shown in the Schedule "I".
- 8.4. Construction Engineering Costs.** The County will pay a construction engineering charge equal to 8 percent of the total County participation construction covered under this Agreement.
- 8.5. Plan Changes, Additional Construction, Etc.** The County will share in the costs of construction contract addenda and change orders that are necessary to complete the County participation construction covered under this Agreement, including any County requested additional work and plan changes.
- The State reserves the right to invoice the County for the cost of any additional County requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.
- 8.6. Liquidated Damages.** All liquidated damages assessed the State'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.

9. County Cost and Payment by the County

- 9.1. County Cost. \$320,650.16** is the County's estimated share of the costs of the contract construction, State Furnished Materials and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 9.2. Conditions of Payment.** The County will pay the State the County's total estimated construction and 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 County, including a copy of the Revised Schedule "I".
 - B.** The County's receipt of a written request from the State for the advancement of funds.
- 9.3. Acceptance of the County's Cost and Completed Construction.** The computation by the State of the amount due from the County will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the County as to the satisfactory completion of the contract construction.
- 9.4. Final Payment by the County.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the County. The Final Schedule "I" will be based on final quantities, and include all County participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the County participation construction exceeds the amount of funds advanced by the County, the County will pay the difference to the State without interest. If the final cost of the County participation construction is less than the amount of funds advanced by the County, the State will refund the difference to the County without interest.

The State and the County 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
E-Mail: malaki.ruranika@state.mn.us

10.2. The City's Authorized Representative will be:

Name, Title: Mark Hansen, City Engineer (or successor)
Address: 11155 Robinson Drive Northwest, Coon Rapids, MN 55433
Telephone: (763) 767-6465
E-Mail: mhansen@coonrapidsmn.gov

10.3. The County's Authorized Representative will be:

Name, Title: Joe MacPherson, County Engineer (or successor)
Address: 1440 Bunker Land Boulevard Northwest, Andover, MN 55304
Telephone: (763) 324-3199
E-Mail: Joe.MacPherson@co.anoka.mn.us

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.

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 City, and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

12. Liability; Worker Compensation Claims

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 City and the County.

12.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

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

15. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and the County's books, records, documents, and 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 City, County, and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City and the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City, the County, or the State.

17. Telecommunications Certification

By signing this agreement, the City and the County certify that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the City and the County do not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City and the County will include this certification as a flow down clause in any contract related to this agreement.

18. 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.

19. Termination; Suspension

19.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties.

19.2. 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 performance of contract construction under the Project. Termination must be by written or fax notice to the City and the County.

19.3. Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

20. 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.

[The remainder of this page has been intentionally left blank]

CITY OF COON RAPIDS

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: Mayor

Date: 1/21/21

By: 

Title: City Manager

Date: 1/21/21

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

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: 

Title: Chair, County Board of Commissioners

Date: _____

By: **Rhonda Sivarajah** Digitally signed by Rhonda Sivarajah
Date: 2021.01.27 09:51:50 -06'00'

Title: County Administrator

Date: _____

By: **Christine Carney** Digitally signed by Christine Carney
Date: 2021.01.27 10:33:28 -06'00'

Title: Assistant County Attorney

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: **Michael Barnes** Digitally signed by Michael Barnes
Date: 2021.01.28 16:09:16 -06'00'
(District Engineer)

Date: _____

Approved: **Tom Styrbicki** Digitally signed by Tom Styrbicki
Date: 2021.02.01 07:10:50 -06'00'
By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: **James Cownie** Digitally signed by James Cownie
Date: 2021.02.11 08:05:11 -06'00'
(With Delegated Authority)

Date: _____

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

PRELIMINARY SCHEDULE "I"
Agreement No. 1036860
City of Coon Rapids and Anoka County

S.P. 0215-77 (T.H. 10=003) Preliminary: December 7, 2020
S.A.P. 002-609-020 (C.S.A.H. 9)
S.A.P. 114-020-056
State Funds

Grading, bituminous surfacing, signals, ADA improvements, TMS and Bridge No. 02552 construction to start approximately April 2021 under
State Contract No. ____ with ____
located on County State Aid Highway No. 9 (Round Lake Boulevard) at Trunk Highway No. 10

COUNTY COST PARTICIPATION	
S.A.P. 002-609-020 Work Items, From Sheet No. 2	202,550.80
S.P. 0215-77 SFM Signal System "A", From Sheet No. 4	49,792.00
S.P. 0215-77 SFM Signal System "B", From Sheet No. 4	44,555.50
Subtotal	\$296,898.30
Construction Engineering (8%)	23,751.86
(1) Total County Cost	\$320,650.16

CITY COST PARTICIPATION	
S.A.P. 114-020-056 Work Items, From Sheet No. 3	49,839.75
S.P. 0215-77 SFM Signal System "A", From Sheet No. 4	24,896.00
Subtotal	\$74,735.75
Construction Engineering (8%)	5,978.86
(2) Total City Cost	\$80,714.61

(1) Amount of advance payment as described in Article 9 of the Agreement (estimated amount)
(2) Amount of advance payment as described in Article 7 of the Agreement (estimated amount)

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

1036860

ITEM NUMBER	S.A.P. 002-609-020 WORK ITEMS	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.22	46,500.00	10,230.00
2104.502	SALVAGE SIGN TYPE C	EACH	4.00	50.00	200.00
2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	1.00	75.00	75.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	57.00	1.50	85.50
2104.503	REMOVE CURB AND GUTTER	LIN FT	46.00	5.00	230.00
2104.518	REMOVE BITUMINOUS PAVEMENT	SQ FT	103.00	1.25	128.75
2106.507	EXCAVATION - COMMON	CU YD	16.00	8.50	136.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	40.00	5.00	200.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	22.00	30.00	660.00
2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	162.00	1.00	162.00
2301.602	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	6.00	20.00	120.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,C)	TON	19.00	60.00	1,140.00
2521.518	4" CONCRETE WALK	SQ FT	1,102.00	5.75	6,336.50
2521.518	6" CONCRETE WALK	SQ FT	72.00	8.25	594.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.22	45,000.00	9,900.00
2564.502	INSTALL SIGN TYPE C	EACH	4.00	220.00	880.00
2564.602	INSTALL SIGN TYPE SPECIAL	EACH	1.00	220.00	220.00
2565.501	TRAFFIC CONTROL INTERCONNECT SYSTEM B	LUMP SUM	1.00	49,000.00	49,000.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM A	SYSTEM	0.50	130,807.00	65,403.50
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM B	SYSTEM	0.50	110,331.00	55,165.50
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	241.00	2.75	662.75
2574.505	SUBSOILING	ACRE	0.10	375.00	37.50
2574.505	SOIL BED PREPARATION	ACRE	0.10	200.00	20.00
2574.508	FERTILIZER TYPE 3	POUND	20.00	0.75	15.00
2574.509	LIME	TON	0.20	100.00	20.00
2575.505	SEEDING	ACRE	0.10	275.00	27.50
2575.505	WEED SPRAYING	ACRE	0.10	275.00	27.50
2575.506	WEED SPRAY MIXTURE	GALLON	0.10	175.00	17.50
2575.508	SEED MIXTURE 25-131	POUND	13.00	4.00	52.00
2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	168.00	1.35	226.80
2575.523	RAPID STABILIZATION METHOD 3	M GALLON	2.10	275.00	577.50
				TOTAL	\$202,550.80
	(1) 100% COUNTY COST	\$202,550.80			

1036860

Data is considered Non-public prior to project award.

(3) 25% STATE, 25% CITY, 50% COUNTY

1036860

(4) 50% STATE, 50% COUNTY

ITEM NUMBER	S.P. 0215-77 STATE FURNISHED MATERIALS (SFM) - LUMP SUM	UNIT	QUANTITY	UNIT PRICE	COST (3) (4)
	- FOR INFORMATION ONLY-				
	STATE FURNISHED MATERIALS - Signal System "A"				
	State Furnished Cabinet/Controller Type R (TS2)	EACH	1.00	31,000.00	31,000.00
	PTZ Camera (CCTV W/mount, power supply and patch cables)	EACH	1.00	4,500.00	4,500.00
	Video Detection Camera & Associated Equipment	EACH	1.00	8,775.00	8,775.00
	Video Detection COMMS Manager	EACH	1.00	10,894.00	10,894.00
	PA100-A-45-D40-9	EACH	1.00	13,788.00	13,788.00
	PA100-A-50-X350/CAM 400	EACH	1.00	15,334.00	15,334.00
	PA100-A-55-D40-9	EACH	1.00	15,293.00	15,293.00
				TOTAL	\$99,584.00
	(3) 25% STATE COST	\$24,896.00			
	25% CITY COST	\$24,896.00			
	50% COUNTY COST	\$49,792.00			
	STATE FURNISHED MATERIALS - Signal System "B"				
	State Furnished Cabinet/Controller Type R (TS2)	EACH	1.00	31,000.00	31,000.00
	PTZ Camera (CCTV W/mount, power supply and patch cables)	EACH	1.00	4,500.00	4,500.00
	Video Detection Camera & Associated Equipment	EACH	1.00	8,775.00	8,775.00
	Video Detection COMMS Manager	EACH	1.00	10,894.00	10,894.00
	PA90-A-30-D40-9	EACH	1.00	9,465.00	9,465.00
	PA100-A-40-D40-9	EACH	1.00	11,842.00	11,842.00
	PA100-A-40-X350/CAM 400	EACH	1.00	12,635.00	12,635.00
				TOTAL	\$89,111.00
	(4) 50% STATE COST	\$44,555.50			
	50% COUNTY COST	\$44,555.50			

REVISED SCHEDULE "I"
Agreement No. 1036860
City of Coon Rapids and Anoka County

S.P. 0215-77 (T.H. 10=003)

Preliminary: December 7, 2020

S.A.P. 002-609-020 (C.S.A.H. 9)

Revised: January 29, 2021

S.A.P. 114-020-056

State Funds

Grading, bituminous surfacing, signals, ADA improvements, TMS and Bridge No. 02552 construction to start approximately April 2021 under

State Contract No. 210009 with New Look Contracting, Inc.

located on County State Aid Highway No. 9 (Round Lake Boulevard) at Trunk Highway No. 10

COUNTY COST PARTICIPATION

S.A.P. 002-609-020 Work Items, From Sheet No. 2	221,871.00
S.P. 0215-77 SFM Signal System "A", From Sheet No. 4	49,792.00
S.P. 0215-77 SFM Signal System "B", From Sheet No. 4	44,555.50
Subtotal	\$316,218.50
Construction Engineering (8%)	25,297.48
(1) Total County Cost	\$341,515.98

CITY COST PARTICIPATION

S.A.P. 114-020-056 Work Items, From Sheet No. 3	61,510.00
S.P. 0215-77 SFM Signal System "A", From Sheet No. 4	24,896.00
Subtotal	\$86,406.00
Construction Engineering (8%)	6,912.48
(2) Total City Cost	\$93,318.48

(1) Amount of advance payment as described in Article 9 of the Agreement

(2) Amount of advance payment as described in Article 7 of the Agreement

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

1036860

ITEM NUMBER	S.A.P. 002-609-020 WORK ITEMS	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.22	75,000.00	16,500.00
2104.502	SALVAGE SIGN TYPE C	EACH	4.00	56.00	224.00
2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	1.00	111.00	111.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	57.00	4.00	228.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	46.00	5.00	230.00
2104.518	REMOVE BITUMINOUS PAVEMENT	SQ FT	103.00	2.00	206.00
2106.507	EXCAVATION - COMMON	CU YD	16.00	25.00	400.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	40.00	8.00	320.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	22.00	35.00	770.00
2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	162.00	2.00	324.00
2301.602	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	6.00	13.50	81.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,C)	TON	19.00	100.00	1,900.00
2521.518	4" CONCRETE WALK	SQ FT	1,102.00	5.00	5,510.00
2521.518	6" CONCRETE WALK	SQ FT	72.00	13.00	936.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.22	21,000.00	4,620.00
2564.502	INSTALL SIGN TYPE C	EACH	4.00	500.00	2,000.00
2564.602	INSTALL SIGN TYPE SPECIAL	EACH	1.00	360.00	360.00
2565.501	TRAFFIC CONTROL INTERCONNECT SYSTEM B	LUMP SUM	1.00	21,000.00	21,000.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM A	SYSTEM	0.50	176,000.00	88,000.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM B	SYSTEM	0.50	150,000.00	75,000.00
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	241.00	8.00	1,928.00
2574.505	SUBSOILING	ACRE	0.10	10.00	1.00
2574.505	SOIL BED PREPARATION	ACRE	0.10	10.00	1.00
2574.508	FERTILIZER TYPE 3	POUND	20.00	2.00	40.00
2574.509	LIME	TON	0.20	200.00	40.00
2575.505	SEEDING	ACRE	0.10	1,550.00	155.00
2575.505	WEED SPRAYING	ACRE	0.10	500.00	50.00
2575.506	WEED SPRAY MIXTURE	GALLON	0.10	500.00	50.00
2575.508	SEED MIXTURE 25-131	POUND	13.00	10.00	130.00
2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	168.00	2.00	336.00
2575.523	RAPID STABILIZATION METHOD 3	M GALLON	2.10	200.00	420.00
				TOTAL	\$221,871.00
	(1) 100% COUNTY COST	\$221,871.00			

1036860

- 3 -

(3) 25% STATE, 25% CITY, 50% COUNTY

1036860

(4) 50% STATE, 50% COUNTY

ITEM NUMBER	S.P. 0215-77 STATE FURNISHED MATERIALS (SFM) - LUMP SUM	UNIT	QUANTITY	UNIT PRICE	COST (3) (4)
	- FOR INFORMATION ONLY -				
	STATE FURNISHED MATERIALS - Signal System "A"				
	State Furnished Cabinet/Controller Type R (TS2)	EACH	1.00	31,000.00	31,000.00
	PTZ Camera (CCTV W/mount, power supply and patch cables)	EACH	1.00	4,500.00	4,500.00
	Video Detection Camera & Associated Equipment	EACH	1.00	8,775.00	8,775.00
	Video Detection COMMS Manager	EACH	1.00	10,894.00	10,894.00
	PA100-A-45-D40-9	EACH	1.00	13,788.00	13,788.00
	PA100-A-50-X350/CAM 400	EACH	1.00	15,334.00	15,334.00
	PA100-A-55-D40-9	EACH	1.00	15,293.00	15,293.00
				TOTAL	\$99,584.00
	(3) 25% STATE COST	\$24,896.00			
	25% CITY COST	\$24,896.00			
	50% COUNTY COST	\$49,792.00			
	STATE FURNISHED MATERIALS - Signal System "B"				
	State Furnished Cabinet/Controller Type R (TS2)	EACH	1.00	31,000.00	31,000.00
	PTZ Camera (CCTV W/mount, power supply and patch cables)	EACH	1.00	4,500.00	4,500.00
	Video Detection Camera & Associated Equipment	EACH	1.00	8,775.00	8,775.00
	Video Detection COMMS Manager	EACH	1.00	10,894.00	10,894.00
	PA90-A-30-D40-9	EACH	1.00	9,465.00	9,465.00
	PA100-A-40-D40-9	EACH	1.00	11,842.00	11,842.00
	PA100-A-40-X350/CAM 400	EACH	1.00	12,635.00	12,635.00
				TOTAL	\$89,111.00
	(4) 50% STATE COST	\$44,555.50			
	50% COUNTY COST	\$44,555.50			

RESOLUTION NO. 21-26

**A RESOLUTION APPROVING MINNESOTA DEPARTMENT OF
TRANSPORTATION AGREEMENT NO. 1036860, A COOPERATIVE
CONSTRUCTION AGREEMENT FOR SIGNAL AND SIDEWALK
IMPROVEMENTS AT TH 10 AND CSAH 9 (ROUND LAKE BLVD)**

WHEREAS, The State will perform grading, bituminous surfacing, signal systems, ADA improvements, TMS and Bridge No. 02552 construction and other associated construction upon, along, and adjacent to County State Aid Highway (C.S.A.H.) No. 9 at Trunk Highway No. 10 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 0215-77 (T.H. 10=062) ("Project"); and

WHEREAS, The State requests that the City and County participate in the maintenance and cost of the Project construction and construction engineering; and

WHEREAS, The City and County wish to participate in the maintenance and costs of the Project construction and associated construction engineering; and

WHEREAS, Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and

WHEREAS, 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.

NOW, THEREFORE, BE IT RESOLVED that the City of Coon Rapids enter into MnDOT Agreement No. 1036860 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the signal system and lighting removal construction and other associated construction to be performed upon, along, and adjacent to County State Aid Highway No. 9 at Trunk Highway No. 10 within the corporate City limits under State Project No. 0215-77 (T.H. 10=062), and City Project No. 20-9.

BE IT FURTHER RESOLVED that the Mayor and City Manager are authorized to execute such contract and any amendments thereto.

Adopted by the Coon Rapids City Council this 19th day of January, 2021.

ATTEST:


Joan Lenzmeier, City Clerk


Jerry Koch, Mayor



BOARD OF COUNTY COMMISSIONERS

Anoka County, Minnesota

DATE: January 26, 2021

RESOLUTION #2021-15

OFFERED BY COMMISSIONER: Gamache

**FOR AGREEMENT NO. 1036860
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION
FOR THE CONSTRUCTION OF PEDESTRIAN AND TRAFFIC SIGNAL SYSTEM
IMPROVEMENTS ALONG CSAH 9 (ROUND LAKE BLVD) AT US HWY 10
IN THE CITY OF COON RAPIDS
(CONTRACT #C0008388)**

WHEREAS, Anoka County enters into MnDOT Agreement No. 1036860 with the State of Minnesota, Department of Transportation and City of Coon Rapids for the following purposes:

To provide for payment by the county to the State of the County's share of the costs of the sidewalk and signal system construction and other associated construction to be performed upon, along, and adjacent to County State Aid Highway No. 9 at US Highway 10 within the corporate City limits of Coon Rapids under State Project No. 0215-77 (T.H. 10=062).

NOW, THEREFORE, BE IT RESOLVED that Anoka County, by and through its Board of Commissioners, does hereby authorize the chair of the Anoka County Board and the county administrator, on behalf of the county, to execute the agreement and any amendments to the agreement with the Commissioner of Transportation as provided for herein.

BE IT FURTHER RESOLVED that a certified copy of this resolution will be forwarded to the State Commissioner of Transportation.

STATE OF MINNESOTA)
COUNTY OF ANOKA) ss

I, Dee Guthman, 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 January 26, 2021, 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 26th day of January 2021.



DEE GUTHMAN
DEPUTY COUNTY ADMINISTRATOR

	<u>YES</u>	<u>NO</u>
DISTRICT #1 – LOOK	X	
DISTRICT #2 – BRAASTAD	X	
DISTRICT #3 – WEST	X	
DISTRICT #4 – MEISNER	X	
DISTRICT #5 – GAMACHE	X	
DISTRICT #6 – REINERT	X	
DISTRICT #7 – SCHULTE	X	