

**CITY OF GRAND RAPIDS
And
ITASCA COUNTY
COOPERATIVE
CONSTRUCTION AGREEMENT**

State Aid Highway Number: 7th Avenue SE /
Airport Road
State Aid Project (SAP): 129-119-001 / 031-696-001
Grand Rapids Proj. Number: CP 2025-1
Itasca County Proj. Number: _____

This Agreement is between the City of Grand Rapids acting through its City Council ("City") and Itasca County acting through its Board of Commissioners ("County").

Recitals

1. Improvements to 7th Avenue SE and CSAH 96, also known as Airport Road, will address deteriorating bituminous pavements; and
2. Both City and County plan to complete pavement rehabilitation projects during the 2025 construction season along said roadway; and
3. In the interest of coordinating projects, both entities agree to coordinate bidding and construction; and
4. Each entity will complete plans and specifications and perform in-field construction administration; and
5. Each entity will fund their own construction; and
6. City will perform bidding, award and construction pay estimates; and
7. Minnesota Statutes § 162.17, authorizes the County and City to make arrangements with and cooperate with any county and city authority for the purposes of constructing, maintaining and improving CSAH's and City streets.

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 City obtains all signatures required.
- 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: 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 3. Maintenance Responsibilities will survive the expiration of this Agreement but may be terminated by another Agreement between the parties.
- 1.4. **Plans, Specifications, Special Provisions:** Plans, specifications and special provisions designated by each entity, when completed, will be on file in the office of the City Engineer, and incorporated into this Agreement by reference. ("Project Plans")

1.5. **Exhibits:** Schedule "I" (Cost participation and funding breakdown) is on file in the office of the City Engineer and incorporated into this Agreement by reference.

2. **Contract Award and Construction**

2.1. **Plans and Specifications:** The City and County will prepare plans and specifications for each project. County will provide City with a .pdf set of plans/specifications and an excel spreadsheet of estimated quantities

2.2. **Bids and Contract Award:** The City will assemble the bid package and will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.3. **Bid Documents furnished by City:** The City is responsible for all bid documents necessary to advertise, bid and construct the project.

2.4. **Rejection of Bids:** The City may reject and the County may require the city to reject 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 City will repeat the bidding process in a reasonable period of time.

2.5. **Direction, Supervision and Inspection of Construction:**

A. **Supervision and Inspection by the Parties:** The City and County 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 pertaining to each party's jurisdiction. All contract construction will be performed according to the Project Plans by the City and County.

B. The County Engineer's authorized representative will inform the City Engineer of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the County participation covered under this Agreement and get concurrence from the County Engineer's authorized representative prior to approval of the addenda, change orders and supplemental agreements.

C. The County Engineer's authorized representative will inform the City Engineer's authorized representative of all construction quantities to be paid on a schedule to be determined prior to the start of construction.

2.6. **Inspection by Parties:** The City and County will perform independent inspection as shown on the plans submitted by each party. Each party will have the exclusive right to determine whether the contractor has satisfactorily performed the construction covered under this Agreement.

2.7. **Satisfactory Completion of Contract:** The City will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.8. **Compliance with Laws, Ordinances, Regulations:** The City will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations.

A. The City and County will work together to obtain all necessary permits to complete the improvements.

3. Maintenance Responsibilities

3.1. Party Responsibilities:

- A. Parties will be responsible for maintenance of the roadway located within each entities jurisdiction

4. Basis of Funding

- 4.1. **SCHEDULE "I"**: SCHEDULE "I" includes all anticipated City and County participation construction items and the design and construction engineering cost share covered under this Agreement and is based on bid unit prices.

5. Project Costs

- 5.1. **County Costs**: \$241,588.60 is the County's estimated share of the costs of the contract construction labeled as SAP 031-696-001 (County) as shown in SCHEDULE "I".
- 5.2. **City Costs**: \$323,869.80 is the City's estimated share of the costs of the contract construction labeled as SAP 129-119-011 (City) and shown in SCHEDULE "I".
- 5.3. **Conditions of Payment by the City**: The City will invoice County for all costs incurred to date for items covered by City. County will pay the City within 30 days of receipt of the invoice.

6. 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.

6.1. The GR's Authorized Representative will be:

Name/Title: Matt Wegwerth, City Engineer (or successor)
Address: 420 North Pokegama Avenue, Grand Rapids, MN 55744
Telephone: (218) 326-7625
E-Mail: mwegwerth@grandrapidsmn.gov

6.2. The County's Authorized Representative will be:

Name/Title: Karin Grandia, County Highway Engineer (or successor)
Address: 123 4th Street NE, Grand Rapids, MN 55744
Telephone: (218) 327-2853
E-Mail: Karin.Grandia@co.itasca.mn.us

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. **Assignment**: Neither 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.

- 7.2. **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.
- 7.3. **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.
- 7.4. **Contract Complete:** This Agreement contains all prior negotiations and agreements between the County and City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. **Liability; Worker Compensation Claims; Insurance**

- 8.1. 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 Chapter 466 and other applicable law govern liability of the County and City. Notwithstanding the foregoing, The City and the County shall each at their own sole cost and expense defend, indemnify, save and hold harmless the other and all of its agents, officers and employees of and from all claims, demands, proceedings, actions or cause of action of whatsoever nature or character arising out of or by reason of contract construction, construction engineering and/or maintenance covered under this agreement, including an action or claim which alleges negligence of the One Party, its agents, officers and employees.
- 8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 8.3. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a, provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

9. **Nondiscrimination**

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

10. **State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City'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.

11. **Government Data Practices**

The City and County, 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 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 and County.

12. **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 Itasca County, Minnesota.

13. Termination.

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

14. Force Majeure

Neither 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.

CITY OF GRAND 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.

Approved:

By: _____
(Mayor of Grand Rapids)

Date: _____

By: _____
(City Clerk)

Date: _____

By: _____
(City Administrator)

Date: _____

ITASCA 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.

Approved:

By: _____
(County Board Chair)

Date: _____

By: _____
(Clerk to the County Board)

Date: _____

By: _____
(County Engineer)

Date: _____

