

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF GRAND RAPIDS  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

State Project Number:	<u>3104-61</u>
Trunk Highway Number:	<u>2=008</u>
State Project Number:	<u>031-596-004</u>
Federal Project Number:	<u>NHPP-STBG 002(352)</u>
Signal System ID:	<u>1734942</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Grand Rapids, acting through its City Council ("City").

**Recitals**

1. The State will perform grading, bituminous mill and surfacing, ADA improvements, lighting, revise signal system, and pedestrian crosswalk flasher system construction and other associated construction upon, along, and adjacent to Trunk Highway (TH) 2 from TH 169 to 0.25 miles east of Gunn Road/Jess Harry Road according to State-prepared plans, specifications, and special provisions designated by the State as State Project 3104-61 (TH 2=008) ("Project"); and
2. The State has included in its contract storm sewer, sidewalk, and signal revision construction and the City is willing to maintain the storm sewer, sidewalk, and signal construction within the City limits after completion of the construction; and
3. Agreement 1057486 between the State and the City of Coleraine and Agreement 1057484 between the State, the City of LaPrairie, and Itasca County will address maintenance responsibilities in addition to those covered under this Agreement; and
4. 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; 7. Liability; Worker Compensation Claims; Insurance; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure. The terms and conditions set forth in Article 4. Signal System 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 3104-61 (TH 2=008) are on file in the office of the Commissioner of Transportation at Saint Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

## **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.*** The construction covered under this Agreement will be open to inspection by the City. If the City believes the construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the 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 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.
  - B.** The City 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. The State reserves the right to invoice the City for the cost of any construction contract addenda and any additional City requested work and plan changes, including associated construction engineering, before the completion of the contract construction.
- 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. 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.

## **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. *Storm Sewers.*** Routine maintenance of any storm sewer facilities construction within the City limits. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.

- 3.2. Sidewalks.** Maintenance of any sidewalk construction within the City limits, 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, mowing grass boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.3. 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. Signal System Operation and Maintenance**

Operation and maintenance responsibilities will be as follows for the Signal System on TH 2 at 7th Avenue SE (Airport Road)/8th Avenue NE, and for the Interconnect on TH 2 from the east junction of TH 2 and TH 169 to 7th Avenue SE (Airport Road)/8th Avenue NE.

##### **4.1. City Responsibilities.**

- A. Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the Signal System and Interconnect.
- B. Minor Signal System Maintenance.** The City 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 and paint the Signal System and luminaire mast arm extensions. Painting will be in accordance with MnDOT Standard Specification 2565.3U, unless approved by the State's District Traffic Engineer.
  - v. Paint and maintain the pedestrian crosswalk markings.

##### **4.2. State Responsibilities.**

- A. Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, Accessible Pedestrian Signals (APS), and signal pole luminaire circuit maintenance without cost to the City. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. Battery Backup and Replacement Batteries.** Perform all tasks associated with battery replacement for the battery backup system, which includes battery purchase, installation, and disposal, and maintain the remainder of the battery backup system without cost or expense to the City.

- 4.3. 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.

**4.4. *Related Agreements.*** This Agreement will supersede and terminate the operation and maintenance terms of Agreement 79061R, dated July 23, 1999, between the parties, for the intersection of TH 2 and 7th Avenue SE/8th Avenue NE.

## **5. 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.

### **5.1. The State's Authorized Representative will be:**

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 682, Saint Paul, MN 55155  
 Telephone: (651) 366-4634  
 Email: malaki.ruranika@state.mn.us

### **5.2. The City's Authorized Representative will be:**

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

## **6. Assignment; Amendments; Waiver; Contract Complete**

**6.1. *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. The foregoing does not prohibit the City from contracting with a third party to perform City maintenance responsibilities covered under this Agreement.

**6.2. *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.

**6.3. *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.

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

## **7. Liability; Worker Compensation Claims; Insurance**

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

## **8. Nondiscrimination**

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

## 9. Title VI/Non-discrimination Assurances

The City agrees 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](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). If federal funds are included in this Agreement, the City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

## 10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, 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 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 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 or the State.

## 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 Ramsey County, Minnesota.

## 13. Termination; Suspension

**13.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**13.2. *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.

**13.3. *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.

## 14. 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.

**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.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Approved:

By: \_\_\_\_\_  
(District Engineer)

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

Date: \_\_\_\_\_

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

**CITY OF GRAND RAPIDS**

**RESOLUTION**

IT IS RESOLVED that the City of Grand Rapids enter into MnDOT Agreement 1057485 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for routine maintenance by the City upon, along, and adjacent to Trunk Highway 2, the limits of which are defined in said Agreement.

IT IS FURTHER RESOLVED that the Mayor and the \_\_\_\_\_  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Grand Rapids at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2025

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)