

CONSTRUCTION COOPERATIVE AGREEMENT

This Agreement is made between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the “County”, the **City of Orono**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as “Orono”, and the **City of Long Lake**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as “Long Lake”. Orono and Long Lake together are referred to as the “Cities”. The County and the Cities collectively are referred to as the “Parties.”

Recitals

The following Recitals are incorporated into this Agreement.

1. The County, in coordination with the Cities, is leading a roadway reconstruction project along County State Aid Highway (CSAH) 112 (Wayzata Boulevard) from half mile east of CSAH 6 (6th Avenue) to Willow Drive, which improvements include pavement reconstruction, turn-lane improvements at key intersections, a multi-use trail construction along the north side of CSAH 112, pedestrian ramp upgrades to the current Americans with Disabilities Act (ADA) standards, traffic signal system and Accessible Pedestrian Signal (APS) upgrades at applicable intersections, streetlighting, curbs and gutters, drainage, storm water structures, and other related improvements within the corporate limits of the Cities as shown in County Project (CP) 2091103 and the attached Exhibit B (Project Plan Title Sheet), and which shall hereinafter be referred to as the “Project”.
2. The Parties have agreed to enter into this Agreement to memorialize the partnership and to outline each party’s ownership and financial responsibilities, maintenance responsibilities, and associated costs for the Project.
3. The County shall be the lead agency in Project designs, construction, and construction administration, and be responsible for acquiring all necessary right of way and/or other governmental agencies-required permits needed for the Project.
4. The County Engineer has prepared an Engineer’s Estimate of quantities and unit prices for the above described Project, and a copy of the Engineer’s Estimate and an estimated Division of Cost Summary, marked Exhibit A, is attached hereto.
5. The Project will be carried out by the Parties under the provisions of Minnesota Statutes, Section 162.17, Subdivision 1, and Section 471.59.

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. Term of Agreement, Survival of Terms, and Exhibits.

- 1.1. **Effective Date.** This Agreement is effective as of the date of the final signature.
- 1.2. **Expiration Date.** This Agreement will expire after the date in which all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: Maintenance Responsibilities, Records/Audits, Indemnification, Insurance, Worker Compensation Claims, Cancellation, Termination, and Minnesota Laws Govern.
- 1.4. **Exhibits.** All exhibits are attached and incorporated into this Agreement.
 - 1.4.1 **Exhibit A (Division of Cost Summary)**
 - 1.4.2 **Exhibit B (Project Plan Title Sheet)**
 - 1.4.3 **Exhibit C (Drainage Ownership and Maintenance Responsibilities)**
 - 1.4.4 **Exhibit D (Signal System Location)**

2. Project Construction.

- 2.1. **Contract Award and Administration.** The County or its agents shall prepare the necessary plans, specifications, and proposal; obtain approval of the plans and specifications from the Minnesota Department of Transportation (MnDOT) and the Cities; advertise for bids for the work and construction; receive and open bids pursuant to the advertisement; enter into a contract with the successful bidder at the unit prices specified in the bid of such bidder; administer the contract; and perform the required engineering and inspection; all in accordance with the plans and specifications set forth below.
- 2.2. **Plans and Specifications.**
 - 2.2.1 **Design Work.** All design work performed by the County and its agents that is to be incorporated into the bidding documents for the Project shall be prepared and certified by a Professional Engineer licensed in the State of Minnesota. All designs which affect County facilities shall conform to MnDOT Design Standards applicable to County State Aid Highways and to the requirements of the Americans with Disabilities Act (ADA) standards, and be approved by the County Engineer.

2.2.2 Plan Numbers (S.A.P.#/S.P.#). The plans and specifications are referenced and identified as S.A.P. 027-712-003; S.A.P. 152-101-017 and shall be approved by MnDOT before Project construction.

2.2.3 Request for Copies of Plans. At the request of the Cities, the County or its agents shall furnish the Cities with any working copies of any plans, designs or reports at any time during the Project design process.

2.3. Construction Supervision and Inspection. The County or its agents will administer the construction contract, and perform all necessary engineering, inspection and testing of all the contract work. All work for the Project shall be completed in compliance with the MnDOT and Cities approved plans and specifications. The Cities Engineers or designated representatives shall have the right, as the work progresses, to enter upon the job site to make any inspections deemed necessary and shall cooperate with the County Engineer and staff at their request to the extent necessary, but will have no responsibility for the supervision of the work.

2.4. Plan Changes and Additional Construction.

2.4.1 Plan Changes. The Cities agree that the County may make changes in the plans or in the character of the contract construction that are reasonably necessary to cause the construction to be in all things performed and completed in a satisfactory manner. It is further agreed by the Cities that the County may enter into any change orders or supplemental agreements with the County's contractor for the performance of any additional construction or construction occasioned by any necessary, advantageous or desirable changes in the plans, within the original scope of the Project.

2.4.2 Review Proposed Changes. The Cities shall have the right to review any proposed changes to the plans and specifications prior to the work being performed, except in emergencies, and in those instances where the proposed changes necessitate a re-engineering of the design and/or specifications, the County shall submit the re-engineered design and/or specifications to the Cities. The Cities Engineers or designated representatives shall respond to the County's request for approval to authorize the issuance of any negotiated change orders or supplemental agreements prepared by the County within a reasonable time frame.

2.5. Right of Way/Permit

2.5.1 Right of Way Acquisition. The County or its agents shall acquire all additional right of way, permits and/or easements required for the construction of the Project.

2.5.2 Access Rights and Permits. The Cities shall cooperate with the conveyance of any access or other property rights over the Cities right of way/property that may be required by the County for the Project. The Parties understand that any

such access rights shall be subject to the Cities council approval and will be granted at no cost to the County. Any and all permits required by the Cities for the Project shall be granted at no cost or expense to the County or its contractors. These permits include but are not limited to the following: obstruction permits, after hours work permits, and permits related to Cities water and sanitary infrastructure. The County shall also obtain, and comply with, any and all permits and approvals required from other governmental or regulatory agencies to accomplish the Project.

2.5.3 Right of Way Cost. There is no right of way cost due from the Cities for the Project.

2.6. Traffic Signal. The Project will revise two traffic signal systems on CSAH 112 at the intersections of Willow Drive (System ID# 8057855) and Old Crystal Bay Road (System ID# 8057850) collectively (the "Signal Systems") as further illustrated in the attached Exhibit D (Signal System Location). The Project will require two new signal cabinets equipped with controller, video detection equipment, and required accessories to be installed as a part of the Project ("County Supplied Equipment"). The County will furnish the County Supplied Equipment and necessary labors to install the equipment as part of the Project. The Parties understand and agree that there will be no reimbursement costs due from the Cities for the County Supplied Equipment as the County will be using State Turnback funds to pay for the County Supplied Equipment costs.

2.6.1 Electrical Power. Orono, at no cost to the County, shall: (1) install, cause the installation of, or perpetuate the existence of an adequate three wire, 120/240 volt, single phase, alternating current electrical power connection to the Signal Systems and integral streetlights included in the Project; and (2) shall provide the electrical power for the operation of the Signal Systems and temporary traffic control signal systems during Project construction and integral traffic signal pole mounted luminaires installed as a part of the Project.

2.6.2 Emergency Vehicle Preemption (EVP). The EVP Systems shall be managed and maintained by the County. The Cities shall report malfunctions of EVP systems to the County immediately after discovery of the malfunction.

2.6.3 Accessible Pedestrian Signal (APS). The County will install APS push buttons and associated components, and integrate the components to the existing traffic signal system at the intersections as described in the construction plans.

2.7. Street Lighting. The Project, at the request of Long Lake will install three streetlight poles within the corporate limits of Long Lake as provided in the construction plans. Long Lake, at no cost to the County, shall be responsible for paying for the electrical energy for the operation of the streetlights installed as part of the Project within its corporate limits. The Project will install 16 light poles in Orono as provided in the construction plans and Orono at no cost to the County, shall be responsible for paying for the electrical energy for the operation of the streetlights installed as part of the

Project within its corporate limits.

- 2.8. Asbestos.** The Project may include the removal of asbestos containing electrical conduit. Only firms licensed to conduct asbestos abatement shall be used for the safe removal of asbestos containing electrical conduit with proper shipping manifest prepared and submitted to appropriate agency. The lead agency in the Project construction shall be responsible for the oversight of the removal of asbestos containing electrical conduit and compliance with the abovementioned specifications.
- 2.9. Infiltration Basin, Pond, and Ditch.** The Project will construct an infiltration basin adjacent to CSAH 112 approximately 140 feet west of Old Crystal Bay Road, west of Orono Public School, as provided in the construction plans within the corporate limits of Orono (the “Filtration Basin”). There exists a stormwater collection pond along, adjacent to, and on the northside CSAH 112 between Old Crystal Bay Road and Willow Drive within Orono corporate limits (the “Kelley Pond”). The County will reconstruct a ditch approximately 1430 feet east of Old Crystal Bay Road, going under CSAH 112 connecting the Kelley Pond to another pond locating approximately 840 feet south of CSAH 112 along the northside of Long Lake corporate limits as provided in the construction plans (the “Ditch”).
- 2.10. Detours.** The Project may require limited detouring of traffic onto the Cities’ streets. The Parties agree that there will be no compensation to the Cities for detours onto their streets required to construct the Project.
- 3. Cost Participation.** The Cities shall participate in the Project contract construction costs (“Contract Construction Costs”), associated design engineering fees (“Design Engineering Costs”), and Project construction administration fees (“Construction Engineering Costs”), collectively (“Cities’ Cost Participation”), individually (“Orono’s Cost Participation”, and “Long Lake’s Cost Participation”) as provided herein.
- 3.1. Orono’s Contract Construction Costs and Exhibit A Unit Prices.** Orono’s Cost Participation shall include the Contract Construction Costs for the Project as set forth in the estimated Division of Cost Summary shown in Exhibit A. For informational purposes only, Orono’s share in Contract Construction Costs is currently estimated to be \$327,293. The respective proportionate shares of the pro-rata pay items included in Exhibit A shall remain unchanged throughout the life of this Agreement. The Parties each understand and agree that the amount as shown in Exhibit A is an estimate of Orono’s Contract Construction Costs on the Project and the unit prices set forth in the contract with the successful bidder and the final quantities as measured by the County Engineer's designated representatives shall govern in computing and apportioning the Parties’ total final Contract Construction Costs for the Project. The final quantities as measured by the County Engineer's designated representatives for contract pay items in which Orono is participating shall be subject to the review and approval by the Orono’s City Engineer.
- 3.2. Long Lake’s Contract Construction Costs and Exhibit A Unit Prices.** Long Lake’s Cost Participation shall include the Contract Construction Costs for the Project as set forth in the estimated Division of Cost Summary shown in Exhibit A. For

informational purposes only, Long Lake's share in Contract Construction Costs is currently estimated to be \$30,800. The respective proportionate shares of the pro-rata pay items included in Exhibit A shall remain unchanged throughout the life of this Agreement. The Parties each understand and agree that the amount as shown in Exhibit A is an estimate of Long Lake's Contract Construction Costs on the Project and the unit prices set forth in the contract with the successful bidder and the final quantities as measured by the County Engineer's designated representatives shall govern in computing and apportioning the Parties' total final Contract Construction Costs for the Project. The final quantities as measured by the County Engineer's designated representatives for contract pay items in which Long Lake is participating shall be subject to the review and approval by the Long Lake's City Engineer.

3.3. Orono's Design Engineering and Construction Engineering Costs. Orono's Cost Participation shall also include reimbursement to the County for Orono's proportionate share of the Design Engineering Costs and the Construction Engineering Costs for the Project. Orono's share of the Design Engineering Costs shall be equal to twelve percent (12%) of the total final amount of Orono's share of the Contract Construction Costs for the Project. For informational purposes only, Orono's share in Design Engineering Costs is currently estimated to be \$35,705. Orono's share of the Construction Engineering Costs shall be equal to ten percent (10%) of the total final amount of Orono's share of the Contract Construction Costs for the Project as specified in Subsection 3.1 above. For informational purposes only, Orono's share in Construction Engineering Costs is currently estimated to be \$29,754. The Parties understand and agree that Orono's proportionate shares of the Design Engineering and Construction Engineering Costs as listed in Exhibit A are estimated, and Orono's actual proportionate shares will be computed using the total final amount of Orono's share of the Contract Construction Costs for the Project.

3.4. Long Lake's Design Engineering and Construction Engineering Costs. Long Lake's Cost Participation shall also include reimbursement to the County for Long Lake's proportionate share of the Design Engineering Costs and the Construction Engineering Costs for the Project. Long Lake's share of the Design Engineering Costs shall be equal to twelve percent (12%) of the total final amount of Long Lake's share of the Contract Construction Costs for the Project. For informational purposes only, Long Lake's share in Design Engineering Costs is currently estimated to be \$3,360. Long Lake's share of the Construction Engineering Costs shall be equal to ten percent (10%) of the total final amount of Long Lake's share of the Contract Construction Costs for the Project as specified in Subsection 3.1 above. For informational purposes only, Long Lake's share in Construction Engineering Costs is currently estimated to be \$2,800. The Parties understand and agree that Long Lake's proportionate shares of the Design Engineering and Construction Engineering Costs as listed in Exhibit A are estimated, and Long Lake's actual proportionate shares will be computed using the total final amount of Long Lake's share of the Contract Construction Costs for the Project.

4. Payment.

4.1. Amount Due. The Cities agree to pay the Cities' Cost Participation amount as

described herein.

- 4.2. When to Invoice.** After an award by the County to the successful bidder on the Project, the County shall invoice Orono and Long Lake separately for one hundred percent (100%) of Orono's Cost Participation and for one hundred percent (100%) of Long Lake's Cost Participation for the Project. The Cities' Cost Participation shall be based on actual contract unit prices applied to the estimated quantities shown in the plans.
- 4.3. Pay to the Order of.** Payments shall be made to the County, in the name of the Hennepin County Treasurer, by the City for the full amount due stated on the invoices within forty five (45) days of the invoice date.
- 4.4. Where to Send Payment.** The payment should include the date, the name of the County's project manager (Mr. Jay Hill, P.E.), project name and county project number (C.P. 2091103). Payment and supporting documentation should be mailed to the following address:

Hennepin County Accounts Receivable
Mail Code 131
300 South 6th St
Minneapolis, MN 55487

5. No Parking.

- 5.1. No Parking and Its Enforcement.** As part of the Project, "No-Parking" signs shall be installed as represented in the plans. The Cities, at their expense and according to their practices, shall provide the enforcement for the prohibition of on-street parking on those portions of County road constructed under this Project recognizing the concurrent jurisdiction of the Sheriff of Hennepin County.
 - 5.2. Parking Restriction Modification.** No modification of the above parking restrictions shall be made without first obtaining an approval from the County Highway Engineer permitting the modification and in accordance with the funding requirements of the Project. The Cities shall, at their own expense, temporarily remove and replace Cities-owned signs that are within the construction limits of the Project if requested by the County's Project Engineer.
- 6. Orono's Maintenance Responsibilities.** Upon completion of the Project, Orono shall provide year-round maintenance of the improvements within its corporate limits at its sole cost as outlined below.
- 6.1. Roadways.** Orono shall own and maintain segments of Orono city streets intersecting CSAH 112 that are constructed and/or revised under the Project within its city limits. Maintenance includes, but is not limited to sweeping, debris removal, resurfacing and seal coating, and any other maintenance activities according to accepted Orono maintenance practices.

6.2. Traffic Signals and Components.

- 6.2.1 Electrical Service Costs.** Orono, at its sole costs and expenses, shall provide electrical energy for the operation of the Signal Systems and shall maintain fuses and wires to the load side of the meter socket of the traffic Signal Systems and integral street lights/luminaires.
- 6.2.2 Traffic Signal System Adjustment.** Orono shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the Signal Systems, however, nothing herein shall prohibit prompt, prudent action by properly constituted authorities in situations where a part of such Signal Systems may be directly involved in an emergency.
- 6.2.3 Signal Luminaires.** Orono shall provide all required maintenance for the lamps on the luminaire extensions above the signals. Maintenance includes but is not limited to replacing burned out luminaire lamps, replacing fixtures, replacing other lighting components, and replacing fuse and wire from luminaire lamp to load side of meter socket of the Signal Systems.
- 6.2.4 Signal Painting.** Orono shall be responsible for painting of the Signal Systems at a frequency sufficient to keep the components in good appearance and proper function. The components include but are not limited to bases, poles, bracketing and mast arms. Regular upkeep of painted surfaces helps improve visual appearance but is also required to prolong the useful life of the equipment. Time span between repainting should be no longer than once every ten (10) years.
- 6.2.5 Signal Cleaning.** Orono shall be responsible for general cleaning and graffiti removal from the Signal System equipment and components.
- 6.2.6 Blocking County Roadways.** When performing the Signal System maintenance work under this Agreement, Orono may partially block affected County roadways within its corporate limits if needed. In cases of emergency, such County roadways may be wholly blocked and the passage of traffic thereon prevented by Orono. At no time, however, shall Orono continue to obstruct the free passage of traffic on the County roadways for a longer period of time than is reasonably required for making the necessary traffic signal repairs. Orono shall not cause any portions of the County roadways on which traffic control signals are to be maintained to be closed to traffic for any reason other than those above without receiving prior written approval from Hennepin County and in no event for a time longer than shall be necessary. In the event of the total blocking or closing of any such County roadways, Orono shall provide a suitable detour during such time.
- 6.2.7 Materials.** When performing the Signal System maintenance work under this Agreement, Orono shall be responsible for proper signing, marking, barricading and such other warning devices as may be required to adequately protect the pedestrian and vehicular traffic. All materials used by Orono in the

performance of the maintenance work shall conform to the requirements of the current Edition of the MnDOT "Standard Specifications for Highway Construction" and all amendments and supplements thereto. All traffic signs, pavement markings and warning devices shall comply with the current Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD).

- 6.3. Street Lighting.** Orono shall own and maintain the streetlights including the light poles installed as part of the Project according to Orono practices at no cost to the County.
 - 6.4. Sidewalks, Pedestrian Refuges and Ramps, and Off-street Shared-use Paths/Trails.** Orono shall own and maintain sidewalks, pedestrian refuges and ramps, off-street shared-use paths/trails constructed as part of the Project according to Orono practices at no cost to the County. Maintenance includes but is not limited to repairing faulted or broken panels or surfaces, vegetation control, and snow and ice removal.
 - 6.5. City Road Pavement Striping and Crosswalk Markings.** Orono shall maintain all pavement striping on Orono city streets constructed or revised under the Project and maintain crosswalk markings for roadway users installed as a part of the Project.
 - 6.6. Pond.** Orono will continue to own and maintain the Kelley Pond revised as a part of the Project to accommodate the Ditch reconstruction according to Orono maintenance practices at its own costs and expenses. Maintenance includes but is not limited to removal of sediments from inlets, outlets, and overflow structures. Despite the foregoing, in the event that the Kelley Pond needs to be dredged or reconstructed to remove excessive sediments, the County will participate at fifteen percent (15%) of the total cost of the dredging or reconstruction project based on the County percentage of stormwater entering the Kelley Pond from County facilities. The Kelley Pond ownership, maintenance responsibilities and drainage areas are further illustrated in the attached Exhibit C.
 - 6.7. Storm Sewers.** Orono shall own and maintain catch basins, manholes, the Ditch, and trunk lines serving areas beyond the County right of way constructed or reconstructed under the Project at no cost to the County. Maintenance includes but is not limited to repairs to structures, casting, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewers ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.
 - 6.8. Landscaping.** Orono shall own and maintain landscape/streetscape features (including those added to pedestrian bumpouts/curb extensions and medians) installed as part of the Project according to Orono practices at no cost to the County. Examples include trash removal, trimming, mowing, watering, irrigation maintenance and replanting/replacing.
- 7. Long Lake's Maintenance Responsibilities.** Upon completion of the Project, Long Lake shall provide year-round maintenance of the improvements within its corporate limits at its sole cost as outlined below.

- 7.1. **Roadways.** Long Lake shall own and maintain segments of Long Lake city streets intersecting CSAH 112 that are constructed and/or revised under the Project within its city limits. Maintenance includes, but is not limited to sweeping, debris removal, resurfacing and seal coating, and any other maintenance activities according to accepted Long Lake maintenance practices.
 - 7.2. **Street Lighting.** Long Lake shall own and maintain the streetlights including the light poles installed as part of the Project according to Long Lake practices at no cost to the County.
 - 7.3. **Sidewalks, Pedestrian Refuges and Ramps, and Off-street Shared-use Paths/Trails.** Long Lake shall own and maintain sidewalks, pedestrian refuges and ramps, off-street shared-use paths/trails constructed as part of the Project according to Long Lake practices at no cost to the County. Maintenance includes but is not limited to repairing faulted or broken panels or surfaces, vegetation control, and snow and ice removal.
 - 7.4. **City Road Pavement Striping and Crosswalk Markings.** Long Lake shall maintain all pavement striping on Long Lake city streets constructed or revised under the Project and maintain crosswalk markings for roadway users installed as a part of the Project.
 - 7.5. **Storm Sewers.** Long Lake shall own and maintain catch basins, manholes, and trunk lines serving areas beyond the County right of way constructed or reconstructed under the Project at no cost to the County. Maintenance includes but is not limited to repairs to structures, casting, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewers ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.
 - 7.6. **Landscaping.** Long Lake shall own and maintain landscape/streetscape features (including those added to pedestrian bumpouts/curb extensions and medians) installed as part of the Project according to Long Lake practices at no cost to the County. Examples include trash removal, trimming, mowing, watering, irrigation maintenance and replanting/replacing.
8. **The County's Maintenance Responsibilities.** Upon completion of the Project, the County shall provide year-round maintenance at its sole cost as outlined below.
- 8.1. **Roadways.** Maintenance of CSAH 112 reconstructed under the Project. Maintenance includes, but is not limited to, sweeping, debris removal, resurfacing and seal coating, and any other maintenance activities according to accepted County maintenance practices.
 - 8.2. **Traffic Signals and Components.**
 - 8.2.1 **Locating Traffic Signal Electrical Power Service Drop Lines.** The County will be responsible for performing all underground location of electrical service drop from source of power (wood pole or other transformer location) to

service cabinet of the Signal System for the purpose of various design and construction projects or other projects which may be required through the Gopher State One Call system, and furnishing all labor, materials, supplies, tools and other necessary items.

- 8.2.2 Locating Traffic Signal Cable.** The County will be responsible for performing all underground location of signal equipment, conduit, wiring and related equipment for the purpose of various design and construction projects or other projects which may be required through the Gopher State One Call system, and furnishing all labor, materials, supplies, tools and other necessary items without cost to Orono.
- 8.2.3 Locating Traffic Signal Fiber Optic Lines.** The County will be responsible for performing all underground location of fiber optic lines and related equipment for the purpose of various design and construction projects or other projects which may be required through the Gopher State One Call system, and furnishing all labor, materials, supplies, tools and other necessary items without cost to Orono.
- 8.2.4 Traffic Signal Components.** The County shall be responsible for maintenance and repair of all traffic signal system components, including cabinets, controller, control equipment, conduit system and interconnect cable, signal poles, mast arms, pushbutton posts, wiring, detection, EVP, signal heads, pedestrian pushbuttons, Pan Tilt and Zoom (PTZ) cameras, and mast-arm mounted street signs.
- 8.2.5 Signal Head Indications.** The County shall provide all required maintenance for the signal head indications. Maintenance includes but is not limited to replacement of signal indications for vehicular and pedestrian signal indications.
- 8.2.6 Traffic Signal Interconnect.** The County shall be responsible for maintenance and repair of all communication lines (primarily fiber optic lines) between the Signal System, other infrastructure, and County's traffic management center.
- 8.2.7 Signal Timing and Coordination.** The County shall be responsible for signal timing and coordination. Timing and coordination include but are not limited to front page timing, coordination timing, EVP timing, pedestrian timing, and preemption timing.
- 8.2.8 Traffic Signal Component Knockdowns.** The County shall be responsible for responding to signal and its component knockdown calls and repairing or replacing associated components damaged as a result of minor or major knockdowns to ensure proper functioning of traffic signals.
- 8.3. County Road Pavement Striping.** The County shall thereafter maintain and repair all pavement striping for CSAH 112 installed as a part of the Project at the expense of

the County.

- 8.4. Infiltration Basin.** The County will own the Infiltration Basin constructed as a part of the Project and will maintain the Infiltration Basin according to County maintenance practices without any cost or expense to the Cities. Infiltration Basin ownership and maintenance responsibilities is further illustrated in the attached Exhibit C.
- 8.5. Storm Sewers.** The County shall own and maintain culverts, catch basins and leads, manholes, trunk lines and all other components that serve only County right of way constructed or reconstructed under the Project at no cost to the Cities. Maintenance includes repairs to structures, casting, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewers ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.
- 9. Authorized Representatives.** In order to coordinate the services of the County with the activities of the Cities and vice versa so as to accomplish the purposes of this Agreement, the Hennepin County Highway Engineer or designated representative and the Cities Engineers or designated representatives shall manage this Agreement on behalf of the County and the Cities.

County of Hennepin:

Carla Stueve
County Highway Engineer
Hennepin County Public Works
1600 Prairie Drive, Medina, MN 55340
Office: 612-596-0356
Carla.Stueve@hennepin.us

City of Orono:

Name:
Title:
Address:
Office:
Email:

City of Long Lake:

Name:
Title:
Address:
Office:
Email:

10. Assignment, Amendments, Default, Waiver, Agreement Complete, Cancellation or Termination.

- 10.1. Assignment.** The Parties shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part,

without the prior written consent of the County.

- 10.2. Amendments.** Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Parties hereto.
- 10.3. Default.** If a party hereto fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the default is excused by the non-defaulting party, the Parties may upon written notice immediately cancel this Agreement in its entirety.
- 10.4. Waiver.** Any party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- 10.5. Agreement Complete.** The entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- 10.6. Cancellation or Termination.** This Agreement may be terminated or cancelled by each party by mutual agreement with or without cause by either party upon thirty (30) day written notice. This Agreement may be terminated or cancelled by either party upon a material breach by the other party. In the event of a termination or cancellation, the Parties will remain responsible for cost participation as provided in this Agreement for obligations incurred up through the effective date of the termination or cancellation, subject to any equitable adjustment that may be required to account for the effects of a breach.

11. Indemnification.

- 11.1. Orono Indemnifies the County and Long Lake.** Orono agrees to defend, indemnify and hold harmless the County and Long Lake, their officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of Orono or Orono's consultant or subconsultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of Orono to perform fully, in any respect, all obligations under this Agreement. Orono's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.
- 11.2. Long Lake Indemnifies the County and Orono.** Long Lake agrees to defend, indemnify and hold harmless the County and Orono, their officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting

directly or indirectly from any act or omission of Long Lake or Long Lake’s consultant or subconsultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of Long Lake to perform fully, in any respect, all obligations under this Agreement. Long Lake’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

11.3. The County Indemnifies the Cities. The County agrees to defend, indemnify and hold harmless the Cities, their officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys’ fees, resulting directly or indirectly from any act or omission of the County or the County’s consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the County to perform fully, in any respect, all obligations under this Agreement. The County’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

12. Insurance. The Parties agree that any future contract let by the Parties for the performance of any of the work included hereunder shall include clauses that will: 1) Require the contractor to indemnify and hold the County and the Cities, their commissioners, officers, agents and employees harmless from any liability, claim, demand, judgments, expenses, action or cause of action of any kind or character arising out of any act or omission of the contractor, their officers, employees, agents or subcontractors; 2) Require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the contractor to provide and maintain enough insurance so as to assure the performance of its indemnification and hold harmless obligation:

	<u>Limits</u>
(1) Commercial General Liability on an occurrence basis with contractual liability coverage:	
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$1,500,000

Hennepin County and the Cities shall be named as an additional insured for the Commercial General Liability coverage with respect to operations covered under this Agreement.

(2) Automobile Liability:
 Combined Single limit each occurrence coverage or the

equivalent covering owned, non-owned, and hired automobiles: \$1,500,000

(3) Workers' Compensation and employer's Liability:

Workers' Compensation: Statutory
 If the contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

Employer's Liability. Bodily injury by:
 Accident – Each Accident \$500,000
 Disease – Policy Limit \$500,000
 Disease - Each Employee \$500,000

(4) Professional Liability – Per Claim and Aggregate: \$2,000,000

The above listed Professional Liability insurance will not be required in any construction contract let by the Cities if the Cities' contractors are not required to perform design engineering as part of the construction contract.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits.

The above subparagraphs establish minimum insurance requirements. It is the sole responsibility of the Cities' contractors to determine the need for and to procure additional insurance which may be needed in connection with the Project.

All insurance policies shall be open to inspection by the County and copies of policies shall be submitted to the County upon written request.

13. Worker Compensation Claims.

13.1. Orono's Employees. Any and all employees of Orono and all other persons engaged by Orono in the performance of any work or services required or provided for herein to be performed by Orono shall not be considered employees of the County and/or Long Lake, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County and/or Long Lake.

13.2. Long Lake's Employees. Any and all employees of Long Lake and all other persons engaged by Long Lake in the performance of any work or services required or provided for herein to be performed by Long Lake shall not be considered employees of the County and/or Orono, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of

Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County and/or Orono.

- 13.3. County's Employees.** Any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the Cities, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the Cities.
- 14. Records/Audits.** The Cities agree that the County, the State Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent to the Project and the accounting practices and procedures of the Cities which involve transactions relating to this Agreement.
- 15. Nondiscrimination.** The provisions of Minnesota Statute Section 181.59 and of any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.
- 16. Counterparts/Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.
- 17. Minnesota Laws Govern.** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

(This space left intentionally blank)

IN TESTIMONY WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers and agree to be bound by the provisions herein set forth.

CITY OF ORONO

(Seal)

By: _____
Mayor

Date: _____

And: _____
City Manager

Date: _____

CITY OF LONG LAKE

(Seal)

By: _____
Mayor

Date: _____

And: _____
City Administrator

Date: _____

COUNTY OF HENNEPIN

ATTEST:

By: _____
Deputy/Clerk of the County Board

Date: _____

By: _____
Chair of its County Board

Date: _____

And: _____
County Administrator

Date: _____

**REVIEWED BY
THE COUNTY ATTORNEY'S OFFICE:**

By: _____
Assistant County Attorney

Date: _____

And: _____
Assistant County Administrator, Public Works

Date: _____

RECOMMENDED FOR APPROVAL

REVIEWED:

By: _____
Sheri Selton

Date: _____

By: _____
County Highway Engineer

Date: _____

RECOMMENDED FOR APPROVAL

By: _____
Department Director, Transportation
Operations

Date: _____

EXHIBIT A Engineer's Estimate and Division of Cost Summary

90% ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
CSAH 112: HENNEPIN COUNTY PROJ. NO. 2091103
S.A.P. 027-712-003, 152-101-017
EXHIBIT "A" SUMMARY

	TOTAL	Turnback Funds (3)	Hennepin County	City of Orono	City of Long Lake
CONTRACT CONSTRUCTION (1)					
Roadway & Signals	\$ 7,436,002.05	\$ 7,198,113.05	\$ 12,350.00	\$ 225,539.00	\$ -
Storm Sewer	\$ 1,849,656.50	\$ 1,849,656.50	\$ -	\$ -	\$ -
Lighting	\$ 400,000.00	\$ 200,000.00	\$ 100,000.00	\$ 72,000.00	\$ 28,000.00
SUBTOTAL	\$ 9,685,658.55	\$ 9,247,769.55	\$ 112,350.00	\$ 297,539.00	\$ 28,000.00
RIGHT OF WAY (2)	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -
CONSULTANT SERVICES	\$ 490,464.01	\$ 490,464.01	\$ -	\$ -	\$ -
DESIGN ENGINEERING (12%)	\$ 39,064.68	\$ -	\$ -	\$ 35,704.68	\$ 3,360.00
CONSTRUCTION ENGINEERING (10%)	\$ 32,553.90	\$ -	\$ -	\$ 29,753.90	\$ 2,800.00
COUNTY SUPPLIED ITEMS (5)	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	\$ -
CONSTRUCTION CONTINGENCY (4)	\$ 968,565.86	\$ 924,776.96	\$ 11,235.00	\$ 29,753.90	\$ 2,800.00
PROJECT TOTAL	\$ 11,816,307.00	\$ 11,263,010.52	\$ 123,585.00	\$ 392,751.48	\$ 36,960.00

NOTES:

- (1) Tree clearing and signal steel to be separate construction contracts
- (2) Acquisitions for temporary and permanent easements (CIP estimate)
- (3) Includes Metro Turnback and State Aid Excess Sum funds
- (4) Contingency set at 10% of estimated construction cost
- (5) Signal controller & cabinets x 2

DRAFT

EXHIBIT B Project Plan Title Sheet

PLAN SYMBOLS

UTILITY SYMBOLS

ROAD & DRAINAGE PROFILES

MINNESOTA DEPARTMENT OF TRANSPORTATION
HENNEPIN COUNTY TRANSPORTATION DEPARTMENT
CONSTRUCTION PLAN FOR GRADING, BITUMINOUS SURFACING,
ADA IMPROVEMENT, SIGNALS AND LIGHTING
COUNTY STATE AID HIGHWAY NO. 112
CITIES OF LONG LAKE & ORONO

FROM 2555' EAST OF CSAH 6 TO 212' EAST OF WILLOW DR N

GROSS LENGTH **6715.00** FEET
BRIDGE LENGTH **1272.00** FEET
EXCEPTION LENGTH **1422.00** FEET
NET LENGTH **6715.00** FEET
LENGTH AND DESCRIPTION BASED UPON C/L 112EB

DESIGN DESIGNATION: C.S.A.H. 112
MULTI-USE PATH

DESIGN SPEED: 20 MPH

DESIGN SQUAD:
T. PETERSSON
R. LANGNER
J. LABRI

PROJECT LOCATION
HENNEPIN COUNTY
MADOT METHUEN DISTRICT
R 23 W
T 118 N

PROJECT IS LOCATED WITHIN THE FOLLOWING LAND SECTIONS: 23 W SECTIONS: 32, 33, 34

DESIGN NO. 093103
S.A.P. 152-101-017
S.A.P. 027-712-003
C/L 112EB STA. 1035+78.9

DESIGN NO. 091303
S.A.P. 027-712-003
C/L 112EB STA. 1093+00

DESIGN DESIGNATION

R.V.A.U.E. 10
A.D.T. (CURRENT YEAR) 203
T (DESIGN YEAR) 204
HEAVY COMMERCIAL 1
PAVEMENT DESIGN 10 TON
FUNCTIONAL CLASS 0
NO. OF PARKING LANES 8
SHOULDER WIDTH 8'
ESALS 194 (20)
DESIGN SIGHT DISTANCE 325' (2.0)
HEIGHT OF EYE / HEIGHT OF OBJECT 4.5' / 8'

MINOR ARTERIAL

826,000
1000
3000
4.5' / 8'

20 MPH

GOVERNING SPECIFICATIONS

MINN. PROJ. NO. _____ S/PF XXXX(XXX)

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION AND THE STANDARD SPECIFICATIONS FOR MAINTENANCE AND REPAIRS ARE THE MOST RECENT EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES INCLUDING FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

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SHEET NO.	TITLE	DESCRIPTION
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36-44	TYPICAL SECTIONS	
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115-127	SURVELEY & DRAINAGE PLAN	
128-145	DRAINAGE PROFILES & TABULATIONS	
146-149	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)	
150-160	GRADING & EROSION CONTROL PLAN	
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222-247	FIBER INTERCONNECT PLANS	
248-252	LIGHTING PLANS	
WL-W10	RSS PLANS	
XM1-XM3	CROSS SECTION MATCH LINE LAYOUT	
XS1-XS76	CROSS SECTIONS	

THIS PLAN CONTAINS 349 SHEETS

APPROVED: _____ DATE _____
HENNEPIN COUNTY COUNTY HIGHWAY ENGINEER

RECOMMENDED FOR APPROVAL: _____ DATE _____
HENNEPIN COUNTY DESIGN DIVISION ENGINEER

APPROVED: _____ DATE _____
CITY OF ORONO CITY ENGINEER

APPROVED: _____ DATE _____
CITY OF LONG LAKE CITY ENGINEER

APPROVED: _____ DATE _____
DISTRICT STATE AID ENGINEER REVIEWER FOR COMPARING WITH STATE AND FEDERAL AID FUNDING

APPROVED: _____ DATE _____
APPROVED FOR STATE AND FEDERAL AID FUNDING; STATE AID ENGINEER

TITLE SHEET

C.S.A.H. 112
HENNEPIN COUNTY PROJECT 2091103
S.A.P. 152-101-017, S.A.P. 027-712-003

SHEET

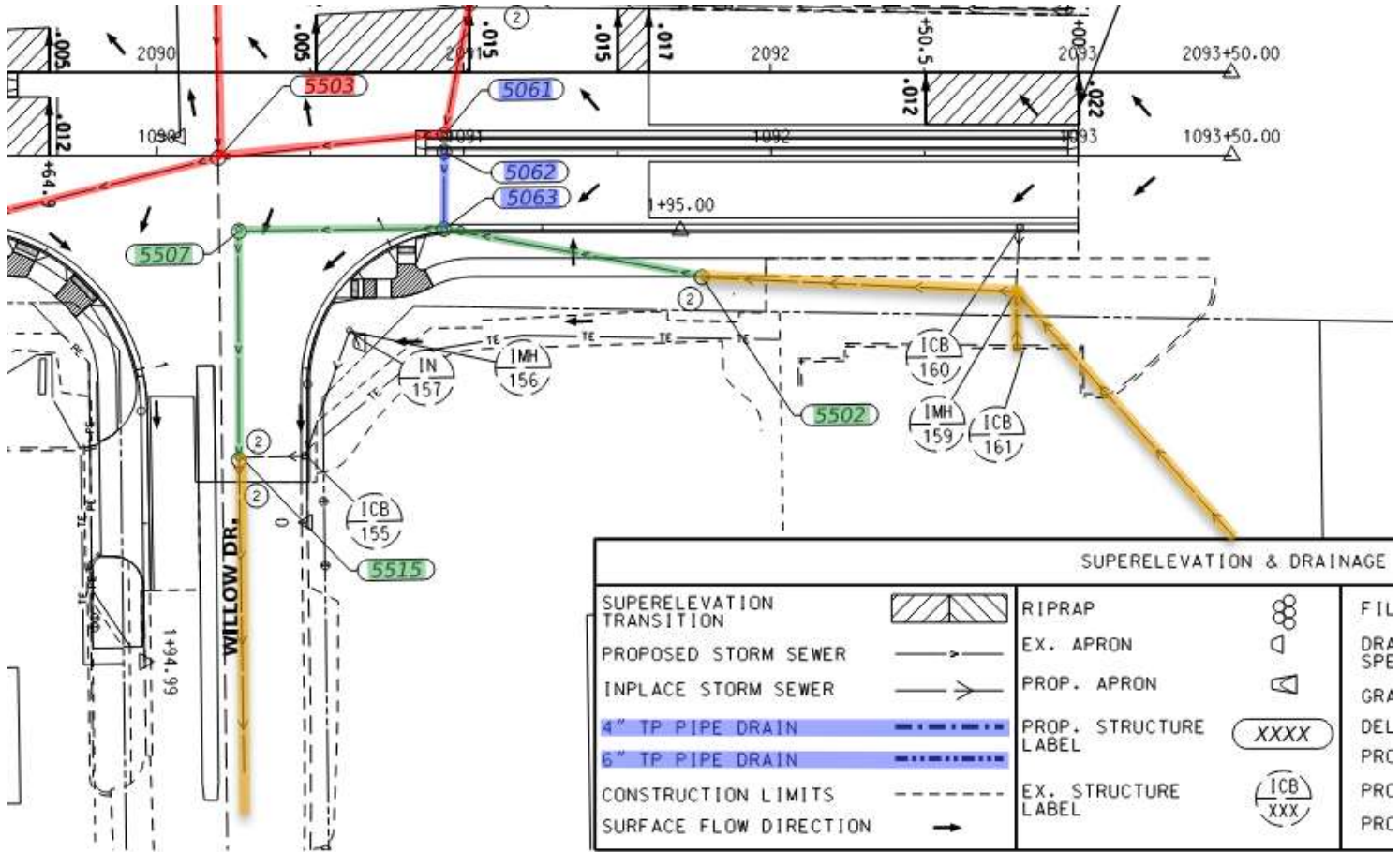
1 / 252

EXHIBIT C
Drainage Ownership and Maintenance Responsibilities

(see attachment)

DRAFT-DO NOT SIGN

EXHIBIT C



SUPERELEVATION & DRAINAGE				
SUPERELEVATION TRANSITION		RIPRAP		FIL
PROPOSED STORM SEWER		EX. APRON		DRA
INPLACE STORM SEWER		PROP. APRON		SPE
4" TP PIPE DRAIN		PROP. STRUCTURE LABEL		GRA
6" TP PIPE DRAIN		EX. STRUCTURE LABEL		DEL
CONSTRUCTION LIMITS				PRC
SURFACE FLOW DIRECTION				PRC

EXHIBIT D Signal System Location



DRAFT