

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF BLAINE
AND
CITY OF SPRING LAKE PARK
AND
ANOKA COUNTY
COOPERATIVE CONSTRUCTION AGREEMENT**

State Project Number:	<u>0208-165</u>	Blaine Estimated Amount Receivable
State Project Number:	<u>0207-110</u>	<u>\$547,041.27</u>
Trunk Highway Number:	<u>65=005</u>	
State Project Number:	<u>106-020-040</u>	
State Project Number:	<u>106-125-009</u>	County Estimated Amount Receivable
State Project Number:	<u>002-632-021</u>	<u>\$171,578.54</u>
Federal Project Number:	<u>NHPP-HSIP 0065(210)</u>	
Signal System A ID Number:	<u>4485242</u>	
Signal System E ID Number:	<u>4485243</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (State), the City of Blaine, acting through its City Council (Blaine), Spring Lake Park, acting through its City Council (Spring Lake Park), and Anoka County, acting through its Board of Commissioners (County).

Recitals

1. The State will perform grading, bituminous overlay, tension cable guardrail, ultrathin bonded wearing course, TMS, signals, ADA improvements, and Bridges 02X06, 02X07, 02X08, and 02051 construction and other associated construction upon, along, and adjacent to Trunk Highway (TH) 65 from County State Aid Highway (CSAH) 10 to 237th Avenue NE according to State-prepared plans, specifications, and special provisions designated by the State as State Project (SP) 0208-165 (TH 65=005) (Project); and
2. Blaine will participate in the costs of the Traffic Control Signal System A and Signal System E construction and associated construction engineering; and
3. The County will participate in the costs of the Traffic Control Signal System A construction and associated construction engineering; 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 Blaine; 12. Liability; Worker Compensation Claims; 14. State Audits; 15. Government Data Practices; 17. Governing Law; Jurisdiction; Venue; and 19. Force Majeure. The terms and conditions set forth in Article 4. Traffic Control Signal System A and EVP System A Operation and Maintenance and Article 5. Traffic Control Signal System E and EVP System E 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 0208-165 (TH 65=005) are on file in the office of the Commissioner of Transportation at Saint 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 Blaine Engineer, in the office of the Spring Lake Park 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 Blaine and the County.*** Blaine and County participation construction covered under this Agreement will be open to inspection by Blaine and the County. If Blaine or the County believes the Blaine or County participation construction covered under this Agreement has not been properly performed or that the construction is defective, Blaine or the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by Blaine 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 Blaine 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 Blaine 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 Blaine and County officials of any proposed addenda and change orders to the construction contract that will affect the Blaine and County participation construction covered under this Agreement.
- B.** Blaine 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. Utility Adjustments.** Adjustments to certain Blaine 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. Blaine and the County will furnish the contractor with new units and/or parts for those in place Blaine- and 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 Blaine

Upon completion of the Project, Blaine 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.
- 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 owner of the storm sewer facilities.

4. Traffic Control Signal System A and EVP System A Operation and Maintenance

Operation and maintenance responsibilities will be as follows for Traffic Control Signal System A and EVP System A on TH 65 at 85th Avenue NE.

4.1. Blaine Responsibilities

- A. Power.** Blaine will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad(s) or pole(s) and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and Interconnect.

4.2. Spring Lake Park Responsibilities

- A. Minor Signal System Maintenance.** Spring Lake Park will provide for the following, without cost to the State.
- i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
 - ii. Replace the LED lamps in enforcement lights.
 - 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.

4.3. County Responsibilities

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

- i. 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.

4.4. **State Responsibilities**

- A. Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the Blaine, Spring Lake Park, or the County. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. 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. Blaine, Spring Lake Park, and the 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 Blaine, Spring Lake Park, and the County receive 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.

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

4.6. Related Agreements. This Agreement will supersede and terminate the operation and maintenance terms of Agreement 83317R, dated July 2, 2002, between the parties for the intersection of TH 65 at 85th Avenue NE.

5. **Traffic Control Signal System E and EVP System E Operation and Maintenance**

Operation and maintenance responsibilities will be as follows for Traffic Control Signal System E and EVP System E on TH 65 at 93rd Avenue.

5.1. **Blaine Responsibilities**

- A. Power.** Blaine will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad(s) or pole(s) and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and Interconnect.
- B. Minor Signal System Maintenance.** Blaine will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended 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. Replace the LED lamps in enforcement lights.
- iv. Clean the Signal System controller cabinet and service cabinet exteriors.
- v. Clean the Signal System and luminaire mast arm extensions.
- vi. Paint and maintain the cross-street pedestrian crosswalk markings.

5.2. **State Responsibilities**

- A. **Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to Blaine. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. **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. Blaine 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 Blaine 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 83317R, dated July 2, 2002, between the parties for the intersection of TH 65 at 93rd Lane NE/Clover Leaf Parkway NE.

6. **Basis of Blaine Cost**

- 6.1. **Schedule "I".** The Preliminary Schedule "I" includes anticipated Blaine 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. **Blaine Participation Construction.** Blaine will participate in the following at the percentages indicated. The construction includes Blaine's proportionate share of item costs for Mobilization, Field Office, Field Laboratory and Traffic Control.

- A. 50 Percent will be Blaine's rate of cost participation in all of the Traffic Control Signal System E construction. The construction includes, but is not limited to, those construction items tabulated on Sheet 2 of the Preliminary Schedule "I."
- B. 25 Percent will be Blaine's rate of cost participation in all of the Traffic Control Signal System A construction. The construction includes, but is not limited to, those construction items tabulated on Sheet 3 of the Preliminary Schedule "I."

6.3. State Furnished Materials. The State will furnish two ATC Cabinet 350s, two Autoscope systems with a total of eight cameras, and fiber (State Furnished Materials), according to the Project Plans, to operate Traffic Control Systems E and A. Blaine's lump sum share for State Furnished Materials is **\$71,300.67**. Blaine's cost share for State Furnished Materials will be added to Blaine's total construction cost share as shown in the Schedule "I."

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

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

The State reserves the right to invoice Blaine for the cost of any additional Blaine-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. Blaine Cost and Payment by Blaine

7.1. Blaine Cost. \$547,041.27 is Blaine'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 anticipated construction items and 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 construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

7.2. Conditions of Payment. Blaine will pay the State Blaine'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 Blaine, including a copy of the Revised Schedule "I."
- B. Blaine's receipt of a written request from the State for the advancement of funds.

7.3. Acceptance of Blaine's Cost and Completed Construction. The computation by the State of the amount due from Blaine will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon Blaine as to the satisfactory completion of the contract construction.

7.4. Final Payment by Blaine. 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 Blaine.

The Final Schedule "I" will be based on final quantities and include all Blaine participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the Blaine participation construction exceeds the amount of funds advanced by Blaine, Blaine will pay the difference to the State without interest. If the final cost of the Blaine participation construction is less than the amount of funds advanced by Blaine, the State will refund the difference to Blaine without interest.

The State and Blaine 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 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, Field Office, Field Laboratory and Traffic Control.
- A.** 25 Percent will be the County's rate of cost participation in all of the Traffic Control Signal System A construction. The construction includes, but is not limited to, those construction items tabulated on Sheet 3 of the Preliminary Schedule "I."
- 8.3. *State Furnished Materials*.** The State will furnish an ATC Cabinet 350, one Autoscope system with four cameras, and fiber (State Furnished Materials), according to the Project Plans, to operate Traffic Control Signal System A. The County's lump sum share for State Furnished Materials is **\$23,766.89**. 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*.** **\$171,578.54** 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 anticipated construction items and 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 construction items, quantities, and 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, Saint Paul, MN 55155
 Telephone: (651) 366-4634
 Email: malaki.ruranika@state.mn.us

10.2. Blaine's Authorized Representative will be:

Name, Title: Dan Schluender, City Engineer (or successor)
 Address: 10801 Town Square Drive NE, Blaine, MN 55449
 Telephone: (763) 785-6158
 Email: dschluender@blainemn.gov

10.3. Spring Lake Park's Authorized Representative will be:

Name, Title: Daniel Buchholtz, Administrator, Clerk/Treasurer (or successor)
 Address: 1301 81st Avenue NE, Spring Lake Park MN 55432
 Telephone: (763) 784-6491
 Email: dbuchholtz@slpmn.org

10.4. The County's Authorized Representative will be:

Name, Title: Joe MacPherson, County Engineer (or successor)
 Address: 1440 Bunker Lake Boulevard NW, Andover MN 55304
 Telephone: (763) 324-3199
 Email: joe.macpherson@anokacountymn.gov

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. The foregoing does not prohibit Blaine, Spring Lake Park, or the County from contracting with a third-party to perform Blaine, Spring Lake Park, or County maintenance responsibilities covered under this Agreement.
- 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, Blaine, Spring Lake Park, and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind any 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 Blaine, Spring Lake Park, 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. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, Blaine's, Spring Lake Park'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.

15. Government Data Practices

Blaine, Spring Lake Park, the County, and the 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 Blaine, Spring Lake Park, 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 Blaine, Spring Lake Park, the County, or the State.

16. 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.

17. Termination; Suspension

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

17.2. *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 Blaine, Spring Lake Park, and the County.

17.3. *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.

18. 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 BLAINE

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: _____

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

CITY OF SPRING LAKE PARK

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: _____

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: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

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

PRELIMINARY SCHEDULE "I"
Agreement 1055044
City of Blaine, City of Spring Lake Park, and Anoka County

SPs 0208-165, 0207-110

Preliminary: January 8, 2024

SPs 106-020-040, 106-125-009, and 002-632-021

Federal Project NHPP-HSIP 0065(210)

Grading, bituminous overlay, tension cable guardrail, ultrathin bonded wearing course, TMS, signals, ADA improvements, and Bridges 02X06, 02X07, 02X08, and 02051 construction to start approximately April 2024 under State Contract ____ with ____ located on TH 65 from CSAH 10 to 237th Avenue NE

BLAINE COST PARTICIPATION

	300,116.90
(1) SP 0208-165, SP 106-125-009 Signal System E State Furnished Materials From Sheet 2	47,533.78
SP 0207-110, SP 106-020-040 Signal System A Work Items From Sheet 3	135,102.13
(1) SP 0207-110, SP 106-020-040 Signal System A State Furnished Materials From Sheet 3	23,766.89
Subtotal	\$506,519.70
Construction Engineering (8%)	40,521.58
(2) Total Blaine Cost	\$547,041.27

(1) Lump sum amount as described in Article 6.3 of the Agreement

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

COUNTY COST PARTICIPATION

	135,102.13
(3) SP 0207-110, SP 002-632-021 Signal System A State Furnished Materials From Sheet 3	23,766.89
Subtotal	\$158,869.02
Construction Engineering (8%)	12,709.52
(4) Total County Cost	\$171,578.54

(3) Lump sum amount as described in Article 8.3 of the Agreement

(4) Amount of advance payment as described in Article 9 of the Agreement (estimated amount)

ITEM NUMBER	SP 0208-165, SP 106-125-009 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.02	\$1,713,531.94	34,270.64
2031.502	FIELD OFFICE	EACH	0.02	\$43,380.85	867.62
2031.502	FIELD LABORATORY	EACH	0.02	\$23,369.85	467.40
2563.601	TRAFFIC CONTROL	LUMP SUM	0.02	\$1,196,066.35	23,921.33
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM E	LUMP SUM	1.00	13,968.50	13,968.50
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM E	SYSTEM	1.00	526,738.32	526,738.32
				TOTAL	600,233.80
			(1) 40.71% FEDERAL NHPP	244,355.18	
			9.29% STATE FUNDS	55,761.72	
			50% BLAINE FUNDS	300,116.90	

(2) 50% STATE, 50% BLAINE FUNDS

ITEM NUMBER	SP 0208-165, SP 106-125-009 SIGNAL SYSTEM E STATE FURNISHED MATERIALS	UNIT	QUANTITY	UNIT PRICE	COST (2)
	ATC CABINET 350	EACH	1.00	\$56,880.44	56,880.44
	AUTOSCOPE SYSTEM	EACH	1.00	\$2,286.54	2,286.54
	AUTOSCOPE CAMERA	EACH	4.00	\$8,663.80	34,655.20
	FIBER	EACH	1.00	\$1,245.38	1,245.38
				TOTAL	95,067.56
			(2) 50% STATE FUNDS	47,533.78	
			50% BLAINE FUNDS	47,533.78	

ITEM NUMBER	SP 0207-110, SP 106-020-040, SP 002-632-021 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (3)
2021.501	MOBILIZATION	LUMP SUM	0.01	\$1,713,531.94	17,135.32
2031.502	FIELD OFFICE	EACH	0.01	\$43,380.85	433.81
2031.502	FIELD LABORATORY	EACH	0.01	\$23,369.85	233.70
2563.601	TRAFFIC CONTROL	LUMP SUM	0.01	\$1,196,066.35	11,960.66
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM A	LUMP SUM	1.00	12,115.11	12,115.11
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM A	SYSTEM	1.00	498,529.91	498,529.91
				TOTAL	540,408.51
			(3) 40.71% FEDERAL NHPP	220,000.30	
			9.29% STATE FUNDS	50,203.95	
			25% BLAINE FUNDS	135,102.13	
			25% COUNTY FUNDS	135,102.13	

(4) 50% STATE, 25% BLAINE, 25% COUNTY FUNDS

ITEM NUMBER	SP 0207-110, SP 106-020-040, SP 002-632-021 SIGNAL SYSTEM A STATE FURNISHED MATERIALS	UNIT	QUANTITY	UNIT PRICE	COST (4)
	ATC CABINET 350	EACH	1.00	\$56,880.44	56,880.44
	AUTOSCOPE SYSTEM	EACH	1.00	\$2,286.54	2,286.54
	AUTOSCOPE CAMERA	EACH	4.00	\$8,663.80	34,655.20
	FIBER	EACH	1.00	\$1,245.38	1,245.38
				TOTAL	95,067.56
			(4) 50% STATE FUNDS	47,533.78	
			25% BLAINE FUNDS	23,766.89	
			25% COUNTY FUNDS	23,766.89	

CITY OF BLAINE

RESOLUTION

IT IS RESOLVED that the City of Blaine enter into MnDOT Agreement 1055044 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 traffic control signal system construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway 65 from County State Aid Highway 10 to 237th Avenue NE within the corporate City limits under State Project 0208-165 (TH 65=005), State Project 106-1250-009, and State Project 106-020-040.

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 Blaine at an authorized meeting held on the _____ day of _____, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2024
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)

CITY OF SPRING LAKE PARK

RESOLUTION

IT IS RESOLVED that the City of Spring Lake Park enter into MnDOT Agreement 1055044 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance by the City for the traffic control signal system at the intersection of Trunk Highway 65 and 85th Avenue NE to be constructed by the State under State Project 0208-165 (TH 65=005).

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 Spring Lake Park at an authorized meeting held on the _____ day of _____, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2024
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)

ANOKA COUNTY

RESOLUTION

IT IS RESOLVED that Anoka County enter into MnDOT Agreement 1055044 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of the traffic control signal system construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway 65 from County State Aid Highway 10 to 237th Avenue NE within the corporate limits of the City of Blaine under State Project 0208-165 (TH 65=005) and State Project 002-632-021.

IT IS FURTHER RESOLVED that the _____
(Title)

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 Board of Commissioners of Anoka County at an authorized meeting held on the _____ day of _____, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2024
Notary Public _____
My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)