

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”, and the **City of Maple Grove**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the “City”. The County and the City collectively are referred to as the “Parties”.

Recitals

The following Recitals are incorporated into this Agreement.

1. The City and the County desire to reconstruct a segment of County State Aid Highway (CSAH) 121 (Fernbrook Lane) from about 1300 feet north of CSAH 81 to the intersection of CSAH 81 and CSAH 121, and construct a roundabout at the intersection of CSAH 121 and Territorial Road within the corporate limits of the City, as shown in plans for City Project No. 2020-19, under County Project (CP) No. 2183537, 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 City shall be the lead agency in Project design, engineering, and construction administration, and shall be responsible for acquiring all governmental agency-required permits needed for the Project.
4. The City Engineer has prepared an Apparent Low Bid Document consisting of quantities and unit prices for the above described Project, and a copy of the Apparent Low Bid Document and an estimated Division of Cost Summary, marked Exhibit A, is attached hereto.
5. The County has indicated its willingness to cost participate in the Project as detailed herein.
6. 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.**
 - 1.4.1. **Exhibit A (Division of Cost Summary)** is attached and incorporated into this Agreement.
 - 1.4.2. **Exhibit B (MnDOT ADA Compliance Checklist (Curb Ramp) form)** is attached and incorporated into this Agreement.
 - 1.4.3. **Exhibit C (Roundabout Maintenance Responsibilities)** is attached and incorporated into this Agreement.

2. Project Construction.

- 2.1. **Contract Award and Administration.** The City or its agents shall prepare the necessary plans, specifications, and proposal; obtain approval of the plans and specifications from the County; 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 City and its agents 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 the Minnesota Department of Transportation (MnDOT) Design Standards applicable to County State Aid Highways and to the requirements of the Americans with Disabilities Act (ADA), and be approved by the County Engineer prior to construction. Attached as Exhibit B is a copy of the MnDOT ADA Compliance Checklist (Curb Ramp) form. The City or

its agents shall complete the Curb Ramp form for each curb ramp constructed as part of the Project and submit the forms by using the County’s “Asset Management” site, which requires registration to access. The City understands and agrees that the payment as stated in Subsection 4.5 will be withheld until all required ADA certification forms have been received and verified by the County. Directions for obtaining access to the Asset Management site can be found at the following link, under the “ADA checklists for construction within county right-of-way” bar:
(<https://www.hennepin.us/residents/transportation/ada-transition-plan>).

2.2.2. Plan Numbers (S.A.P#/ S.P.#). The plans and specifications for the Project are referenced and identified as S.A.P.# 189-020-026, and shall be approved by MnDOT.

2.2.3. Request for Copies of Plans. At the request of the County, the City or its agents shall furnish the County with any working copies of any plans, designs or reports at any time during the Project design process. Upon completion of the Project, the City or its agents shall furnish the County with a complete set of as-built plans certified as to their accuracy by the City Engineer. All designs and plans shall be submitted to Public Works Transportation Project Delivery Design Division Manager.

2.2.4. Plan Review and Approval. The City shall furnish the County with Project plans and specifications for review and approval as follows: electronic submittals at 60%, 90%, and 100%; comment response letter with 90% and 100% package; electronic copy of plans at 100% for County permit approval.

2.3. Construction Supervision and Inspection. The City or its agents will administer the construction contract, perform all necessary engineering, inspection, and testing of all the Project work. All work for the Project shall be completed in compliance with the County approved plans and specifications. The County Engineer or a designated representative 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 City 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 County agrees that the City may make changes in the plans or in the character of the Project construction that are reasonably necessary to cause the construction to be in all things performed and completed in a satisfactory manner, subject to the County’s rights under Subsection 2.4.2 and the limitations and restrictions on County cost participation provided in Section 3.

2.4.2. Review Proposed Changes. The County shall have the right to review any proposed changes to the plans and specifications as they relate to the County’s cost participation 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 City shall submit the re-engineered design and/or specifications to the County. The County Engineer or designated representative shall respond to the City’s request for approval to authorize the issuance of any negotiated change orders or

supplemental agreements prepared by the City that affect the County's share of the construction cost within a reasonable time frame, subject to the limitations and restrictions on County cost participation provided in Section 3.

2.5. Right of Way/Permit

2.5.1. Right of Way Acquisition. The City or its agents shall acquire all additional right of way, permits and/or easements required for the construction of the Project. Additionally, upon completion of the Project, the City agrees to convey to the County all permanent right of way and easement acquired for the County highway included in this Project, at no cost to the County.

2.5.2. Access Rights and Permits. The County shall cooperate with the conveyance of any reasonable access rights over the County right of way that may be required by the City for the Project. The Parties understand that any such access rights must be necessary for completion of the Project and shall be subject to applicable County Board or County Staff approval requirements; these access rights will be granted at no cost to the City. Any and all county permits required for the Project shall be granted by the county at no cost or expense to the City or its contractors. The City shall also obtain, and comply with, any and all permits and approvals required from other governmental or regulatory agencies to accomplish the Project.

2.6. 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.

3. Cost Participation. The County will participate in the construction costs for the Project as provided herein.

3.1. County's Total Cost Participation. The County's total cost participation in the Project shall be calculated as twenty five percent (25%) of construction costs up to a Not to Exceed (NTE) amount of \$200,000 ("County Cost Participation"). Exhibit A identifies the actual bid prices obtained by the City and the County's share.

4. Payment.

4.1. Amount Due. The County, subject to the provisions stipulated in this Agreement, agrees to pay the County Cost Participation as described herein.

4.2. When to Invoice. Upon completion of the Project, the City shall notify the County and submit an invoice for one hundred percent (100%) of the County Cost Participation for the Project under this Agreement.

4.3. What to Include in the Invoice. The invoice shall include: date of invoice, invoice number, name of the County construction project manager (Mr. Stanley Lim, P.E.),

project name, county project number (CP 2183537), contract number, and purchase order number. The City shall include one project per invoice, provide the County with complete as built plans, and before and after photographs of the Project prior to requesting payment.

4.4. Where to Send Invoice. Invoices and supporting documentation should be mailed to: Hennepin County Accounts Payable, P.O. Box 1388, Minneapolis, MN 55440-1388. An electronic copy of all invoices and project documentation should also be submitted to Stanley.lim@hennepin.us

4.5. Approval and Payment. Upon approval and acceptance of the completed Project as well as all MnDOT ADA Compliance Checklist forms by the County Engineer or designated representative, and within forty-five (45) days of receipt of the invoice, the County shall reimburse the City for its share of the costs for the Project under this Agreement.

5. County Supplied Equipment. Not applicable to the Project.

6. The City's Maintenance Responsibilities. Upon completion of the Project, the City shall provide the following year-round maintenance services required thereafter at no cost to the County.

6.1. Roadways. Maintenance of a segment of Territorial Road 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 City maintenance practices.

6.2. Roundabout. The City's maintenance responsibilities of the roundabout constructed as a part of the Project are consistent with the City's maintenance responsibilities of the individual elements that make up the roundabout (i.e., pavement, curb and gutter, sidewalk, etc.) as stipulated in Section 6 and 7 of this Agreement, and as illustrated in the attached Exhibit C.

6.3. Street Lighting. The City shall assume maintenance according to City practices of streetlights installed as part of the Project at no cost to the County.

6.4. Sidewalks, Pedestrian Refuges, and Pedestrian Ramps. The City shall assume maintenance according to City practices of sidewalks, pedestrian refuges, and pedestrian ramps constructed as part of the Project.

6.5. Multi-use Trail/Bicycle Facility. The City shall assume maintenance according to City practices of the newly constructed multi-use trail/bicycle facilities. It shall be the City's sole responsibilities to negotiate the transfer of ownership and maintenance responsibilities and obligations of the multi-use trail constructed as a part of the Project to the Three River Park District via a separate agreement if applicable without any cost or expense to the County.

6.6. City Road Pavement Striping and Crosswalk Markings. The City shall thereafter

maintain and repair all pavement striping and crosswalk markings for roadway users installed as a part of the Project at the expense of the City.

- 6.7. City Road Storm Sewers.** The City shall assume maintenance of City owned storm sewer drainage systems such as all trunk lines, grit chambers, ponds, storm water treatment and drainage structures, constructed or reconstructed under the Project.
- 6.8. Landscaping.** The City shall assume maintenance of all landscaping/streetscape installed as a part of the Project.
- 7. The County's Maintenance Responsibilities.** Upon completion of the Project, the County shall provide year-round maintenance at its sole cost as outlined below:
 - 7.1. Roadways.** Maintenance of CSAH 121 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.
 - 7.2. Roundabout.** The County's maintenance responsibilities of the roundabout constructed as a part of the Project are consistent with the County's maintenance responsibilities of the individual elements that make up the roundabout (i.e., pavement, curb and gutter, sidewalk, etc.) as stipulated in Section 6 and 7 of this Agreement, and as illustrated in the attached Exhibit C.
 - 7.3. County Road Pavement Striping.** The County shall thereafter maintain and repair all pavement striping for CSAH 121 installed as a part of the Project at the expense of the County.
 - 7.4. Storm Sewers.** Maintenance of catch basins and associated lead pipes within or between the outermost curb lines of the County roadways and those within the radius return limits of intersecting municipal streets, at no cost to the City.
 - 7.5. Signages.** Maintenance of signages on County road and roundabout installed as a part of the Project. Maintenance includes but is not limited to repairing, removing, or replacing damaged signages per acceptable County maintenance practices.
- 8. Authorized Representatives.** In order to coordinate the services of the County with the activities of the City and vice versa so as to accomplish the purposes of this Agreement, the Hennepin County and the City Engineers or their designated representatives shall manage this Agreement on behalf of the County and the City.

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 Maple Grove:

Jupe Hale, PE

Asst. City Engineer / Asst. Public Works Director

12800 Arbor Lakes Parkway, Maple Grove, MN 55369

Office: 763-494-6353

jhale@maplegrovern.gov

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

- 9.1. Assignment.** The City 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.
- 9.2. 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.
- 9.3. Default.** If the City fail 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 City's default is excused by the County, the County may upon written notice immediately cancel this Agreement in its entirety.
- 9.4. Waiver.** The County'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.
- 9.5. 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.
- 9.6. Cancellation or Termination.** This Agreement may be terminated or cancelled by either party with or without cause upon thirty (30) day written notice. This Agreement shall 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.

10. Indemnification.

- 10.1. The City Indemnifies the County.** The City agrees to defend, indemnify and hold harmless the County, its 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 City

or the City'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 contract, and against all loss by reason of the failure of the City to perform fully, in any respect, all obligations under this contract. The City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

10.2. The County Indemnifies the City. The County agrees to defend, indemnify and hold harmless the City, its 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 contract, and against all loss by reason of the failure of the County to perform fully, in any respect, all obligations under this contract. The County's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

11. Insurance. The City agrees that any future contract let by the City 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, its 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, its 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.

12. Worker Compensation Claims.

12.1. City's Employees. Any and all employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the County, 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.

12.2. 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 City, 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 City.

- 13. Records/Audits.** The City agrees 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 City which involve transactions relating to this Agreement.
- 14. 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.
- 15. 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.
- 16. 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.

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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 MAPLE GROVE

Seal

By: _____
Mayor

Date: _____

And: _____
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

By: _____
County Highway Engineer
Date: _____

RECOMMENDED FOR APPROVAL

By: _____
Department Director, Transportation
Operations
Date: _____

EXHIBIT A

Apparent Low Bid Document and Division of Cost Summary


	<u>CONTRACTOR</u>	<u>BID TOTALS</u>
1	New Look Contracting	\$886,396.00
2	Northwest	\$921,696.24
3	Park Construction Company	\$933,148.53
4	GMH Asphalt Corporation	\$988,020.87
5	Pember Companies, Inc.	\$1,045,926.60
6	Bituminous Roadways Inc.	\$1,158,298.49

Percentage Cost Share


City of Maple Grove	\$664,797.00 (75%)
Hennepin County	\$221,599.00 (25%)

EXHIBIT B

IT IS OK TO SUBMIT SCANNED COPIES



MnDOT ADA Compliance Checklist (Curb Ramp)



SP: City: District:

Intersection: Quadrant:

Ramp Type: Const. Year:

Compile all relevant documents (photos, checklist, notes, etc) of the completed quadrant and upload them using the HennPlace Asset Management Site. Registration is required. To create an account, please [register](#) for an account and use the following step-by-step reference guide on our [ADA transition plan page](#) under "checklist guide."

(1) Minimum 4' wide pedestrian access route (PAR) maintained? Yes No

(2) Landing meets min. 4'x4' and perpendicular grade break(s)? Yes No

(3) Are landing(s) located at the top of each ramp and at change(s) in direction and at inverse grades? Yes No

(4) Landing slopes (%): (TH) (TH) (SS) (SS)

(5) Ramp's running slope (%): TH Initial TH Secondary SS Initial SS Secondary

(6) Ramp's cross slope (%): TH Initial TH Secondary SS Initial SS Secondary

(7) Gutter flow line slope (%): TH SS

(8) Gutter inslope (%): TH SS

(9) Roadway cross slope (%): TH SS

TH = Trunk Highway
 SS = Side Street

(10) Do truncated domes cover the entire curb opening and are they properly oriented? Yes No

(11) Are gutter line and ramps draining properly? Yes No

(12) Are there any vertical discontinuities greater than 1/4" ? Yes No

(13) Do ramps comply with Spec 2521.3? Yes No

(14) Are ramps **fully compliant**? Yes No

If **NO**, check the reason(s) below. Explain why the ramp didn't meet compliance and how the ramp has been improved from the pre-construction condition (see ADA Compliance Checklist Guidance for more info and attach pages if needed). Hennepin

Topography
 Structure(s)
 Utilities
 Contractor
 County

(15) Was the curb ramp able to be built according to the plan details? Yes No

If **NO**, please explain:

Printed Name: Date (mm/dd/yyyy):

I certify that the information entered on this form is accurate to the best of my knowledge and that I fully understand the checklist standards and am qualified to carry out the inspection.

FILL OUT FORM AND SUBMIT TO HENNEPIN COUNTY

EXHIBIT C

ROUNDBABOUT MAINTENANCE RESPONSIBILITIES

