

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
DAKOTA COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>1918-122</u>	Estimated Amount Receivable
Trunk Highway Number (TH):	<u>62=117</u>	<u>\$191,386.36</u>
State Aid Project Number (SAP):	<u>019-614-017</u>	
Federal Project Number:	<u>STBG 1927(022)</u>	
Signal System ID:	<u>23336738</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Dakota County, acting through its Board of Commissioners ("County").

Recitals

1. The State will perform grading, bituminous surfacing, ADA improvements, signals, and TMS construction and other associated construction upon, along, and adjacent to Trunk Highway No. 62 at Mendota Road/County State Aid Highway (CSAH) No. 14 according to State-prepared plans, specifications, and special provisions designated by the County as State Aid Project No. 019-614-017 and by the State as State Project No. 1918-122 (TH 62=117) ("Project"); and
2. The County agrees to participate in the costs of the signal system and sign construction and associated construction engineering; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the County; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 4. Signal System and Emergency Vehicle Preemption System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the County as State Aid Project No. 019-614-017 and by the State as State Project No. 1918-122

(TH 62=117) are on file in the office of the Commissioner of Transportation at St. 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 Transportation Department Director and attached and incorporated into this Agreement. Exhibit A – Maintenance Responsibilities is 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 the County.** The County participation construction covered under this Agreement will be open to inspection by the County. If the County believes the County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by 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 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 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 County official of any proposed addenda and change orders to the construction contract that will affect the County participation construction covered under this Agreement.
- B. 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. *Permits.*

- A. The County will submit to the State's Utility Engineer an original permit application for all utilities owned by the County to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).

- 2.6. **Utility Adjustments.** Adjustments to certain 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. The County will furnish the contractor with new units and/or parts for those in place 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 the County

Upon completion of the project, the County will provide the following without cost or expense to the State:

3.1. Shared Use Path. The County will provide routine and minor maintenance of the shared use path (SUP) on TH 62 Right-of-Way, as shown in Exhibit A. Routine and minor maintenance may include, but are not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, replacement of failing section(s) of pavement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the SUP in a safe, usable, and aesthetically acceptable condition as determined by the State's District Maintenance Engineer and all applicable laws including, but not limited to, the Americans with Disabilities Act ("ADA"). If the County fails to perform its maintenance services under this Agreement in compliance with applicable laws, the State will provide the County with a notice of non-compliance. Within three business days of sending the notice of non-compliance, the State's District Maintenance Engineer and the County Engineer will meet to discuss the County performance of maintenance and decide upon next steps to remedy any non-compliant performance. If the parties cannot agree upon a remedy, the State may perform such obligation and the County will reimburse the State for the cost thereof, plus 10 percent of such cost for overhead and supervision within 30 days of receipt of the State's invoice. The State and the County agree that full pavement replacement is outside of routine and minor maintenance, and the State and the County will share in the cost of pavement replacement according to the State's Cost Participation and Maintenance Responsibilities with Local Units of Government Manual, as amended or revised.

- A. State Right-of-Way Access.** The State authorizes the County to enter upon State Right-of-Way to perform the maintenance activities described in this Agreement. The County must notify and coordinate with the State's District Maintenance Engineer prior to accessing State Right-of-Way. While the County is occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All County personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- B. Environmental.** The County will not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's Right-of-Way. In the event of spillage of regulated materials, the County will immediately notify the State's Authorized Representative in writing and will provide for cleanup of the spilled material and any materials contaminated by the spillage in accordance with all applicable federal, state, and local laws and regulations, at the sole expense of the County.

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 other party.

4. Signal System and Emergency Vehicle Preemption System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and Emergency Vehicle Preemption (EVP) System on TH 62 at Mendota Road/CSAH 14 and for the connection to the State fiber optic network.

4.1. County Responsibilities.

- A. Power.** The County 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 connection to the State fiber optic network.
- B. Minor Signal System Maintenance.** The County will provide for the following, without cost to the State.
- i. Maintain the signal pole mounted Light-emitting Diode (LED) luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended American Association of State Highway and Transportation Officials (AASHTO) levels for the installation.
 - ii. Replace the Signal System LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
 - iii. Clean the Signal System controller cabinet and service cabinet exteriors.
 - iv. Clean the Signal System and luminaire mast arm extensions.

4.2. State Responsibilities.

- A. Fiber Optic Connection; Timing; Other Maintenance.** The State will maintain the signing and the connection to the State fiber optic network, and perform all other Signal System, Accessible Pedestrian Signals (APS), and signal pole luminaire circuit maintenance without cost to 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. 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 the County 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.

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

4.4. Related Agreements. This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 66228, dated September 27, 1989, between the State and the County, for the intersection of TH 62 at Mendota Road (CSAH 14).

5. Basis of County Cost

- 5.1. *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.
- 5.2. *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 and traffic control.
- A.** 100 Percent will be the County's rate of cost participation in all of the signal related construction as shown on Sheet No. 2 of the Preliminary Schedule "I".
- 5.3. *State Furnished Materials*.** The State will furnish a cabinet, video detection system with 3 cameras, PTZ camera, and fiber ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal system covered under this Agreement. The County's lump sum share for State Furnished Materials is **\$31,145.60**. 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".
- 5.4. *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.
- 5.5. *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.
- 5.6. *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.

6. County Cost and Payment by the County

- 6.1. *County Cost*.** **\$191,386.36** is the County's estimated share of the costs of the contract construction, State Furnished Materials and the 8 percent 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.
- 6.2. *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. Said request will be sent to the County on January 2, 2027 with payment due from the County within 30 days of the County's receipt of the request for advancement of funds. The State reserves the right to send the

written request for advancement of funds to the County prior to January 2, 2027 if it is anticipated that Project construction will begin sooner than originally anticipated.

- 6.3. 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.
- 6.4. 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.

7. 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.

7.1. The State's Authorized Representative will be:

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

7.2. The County's Authorized Representative will be:

Name, Title: Erin Laberee, Transportation Department Director (or successor)
 Address: 14955 Galaxie Avenue, Apple Valley, MN 55124
 Telephone: (952) 891-7122
 E-Mail: erin.laberee@co.dakota.mn.us

8. Assignment; Amendments; Waiver; Contract Complete

- 8.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the County from contracting with a third-party to perform County maintenance responsibilities covered under this Agreement.
- 8.2. 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.
- 8.3. 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.

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

9. Liability; Worker Compensation Claims

9.1. 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 the County.

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

10. Nondiscrimination

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

11. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

12. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County or the State.

13. 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.

14. Termination; Suspension

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

14.2. Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the County.

14.3. 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.

15. 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.

DAKOTA 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: _____

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 No. 1062534

County of Dakota

SP 1918-122 (TH 62=117)

Preliminary: April 15, 2026

SAP 019-614-017

Fed. Proj. STBG 1927(022)

Grading, bituminous surfacing, ADA improvements, signals, and TMS construction to start approximately April 19, 2027 under

State Contract No. _____ with _____

located on TH 62 at CSAH 14

COUNTY COST PARTICIPATION	
SAP 019-614-017 Work Items (From Sheet No. 2)	146,063.99
State Furnished Materials (From Sheet No. 3)	31,145.60
Subtotal	\$177,209.59
Construction Engineering (8%)	14,176.77
(1) Total County Cost	\$191,386.36

(1) Amount of advance payment as described in Article 6 of the Agreement (estimated amount)

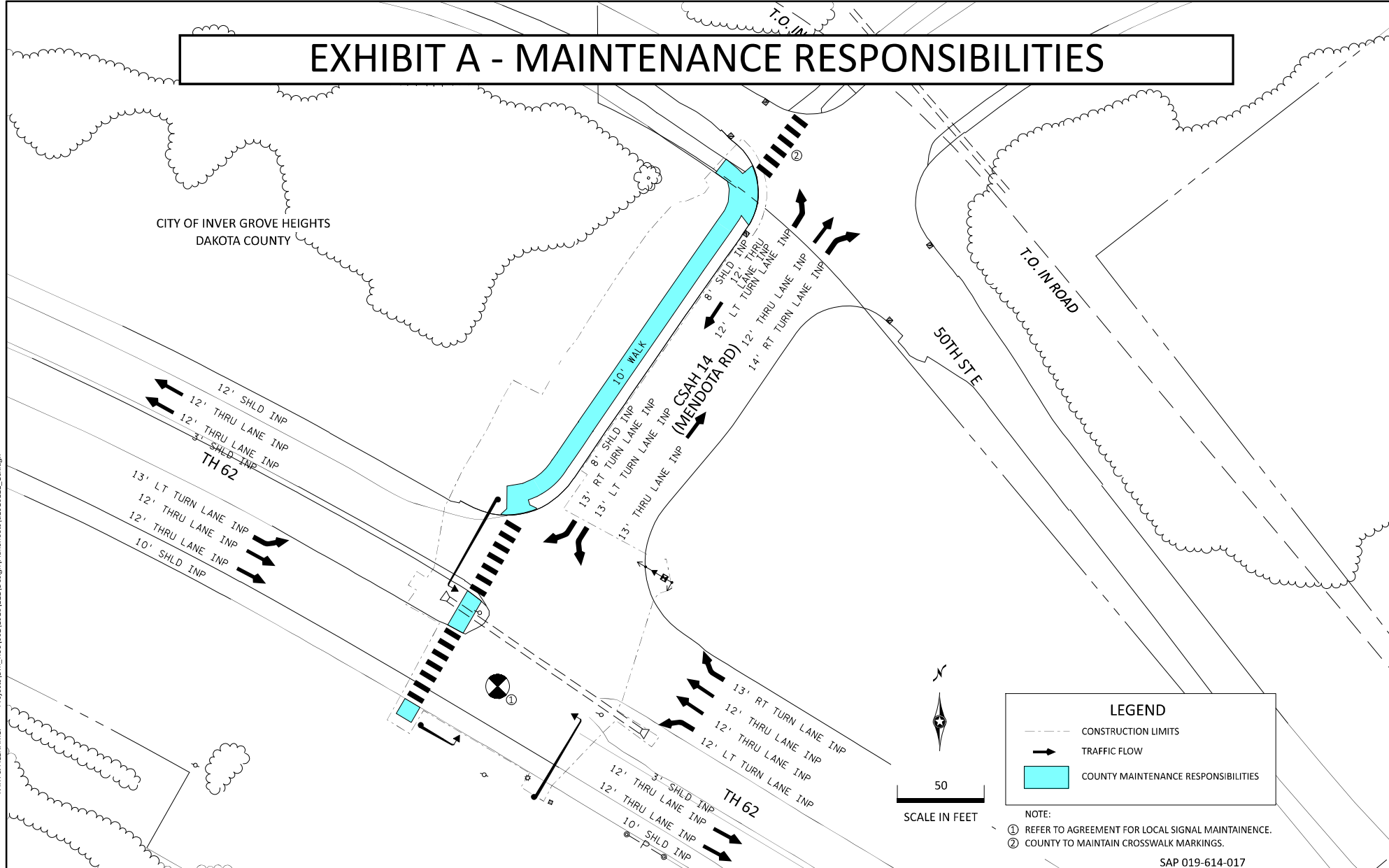
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EXHIBIT A - MAINTENANCE RESPONSIBILITIES

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY



LEGEND

- CONSTRUCTION LIMITS
- TRAFFIC FLOW
- COUNTY MAINTENANCE RESPONSIBILITIES

NOTE:
 ① REFER TO AGREEMENT FOR LOCAL SIGNAL MAINTENANCE.
 ② COUNTY TO MAINTAIN CROSSWALK MARKINGS.

SAP 019-614-017



EXHIBIT A

MAINTENANCE RESPONSIBILITIES

SP 1918-122
(TH 62=117)

SHEET NO	EX1
TOTAL SHEETS	1

DAKOTA COUNTY

RESOLUTION

IT IS RESOLVED that Dakota County enter into MnDOT Agreement No. 1062534 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 signal system and sign construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 62 at Mendota Road under State Project No. 1918-122.

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 Dakota County at an authorized meeting held on the _____ day of _____, 2026, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2026
Notary Public _____
My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)