

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 02/23/09
Item No.: 12.e

Department Approval



City Manager Approval



Item Description: Interagency Agreement for Twin Lakes Park-N-Ride

BACKGROUND

In December of 2008 the Council approved a PUD project for Metro Transit to construct a Park N Ride facility in the Twin Lakes area. The PUD agreement requires Metro Transit to contribute to the overall infrastructure improvements for the Twin Lakes area in the amount of \$1,627,673 as identified in the Cost Allocation Study for Twin Lakes Infrastructure Improvements. The study was amended to include the construction of Iona Lane as a part of the Met Council project. Iona Lane will become a public street and function as additional access to Mount Ridge Road. On November 17, 2008, the City Council authorized staff to develop final plans and specifications and advertise for bids for the Twin Lakes Infrastructure Improvements- Phase I and to start negotiations with property owners for temporary and permanent easements. The city requires an improvements contract for public improvements constructed as a part of development projects. Staff has been working with Metro Transit staff to develop an agreement to define the requirements for the public improvements and to define how Metro Transit will meet their total obligation for public infrastructure.

The Metropolitan Council is using Urban Partnership Agreement (UPA) funds to pay for their portion of the infrastructure improvement costs. These UPA funds must be spent by December 31, 2009. They also carry specific federal requirements for projects meet in order to utilize these funds. In order for Metro Transit to pay the city for their infrastructure obligations, they will reimburse the city for a portion of the Twin Lakes Infrastructure Improvements- Phase I. The use of these federal funds for payment will obligate the city to complete the Twin Lakes Infrastructure Improvements- Phase I as primary access for their project. Failing to construct this infrastructure under the proposed agreement would jeopardize our collection of their public infrastructure contribution due to the constraints placed on their funding by the federal government.

Typically we require a surety provision for a public improvements contract with a private developer. This requirement is not included in this agreement as we have not required this of other public agency projects constructing infrastructure for the city.

The City Attorney has reviewed and provided a number of revisions as we have worked through each parties concerns. This is another step in the process to allow Metro Transit to begin work on their project by the end of February. It is imperative that the Council understand that the city will be obligated to construct the Phase I improvements in 2009 as the agreement indicates. This will require subsequent actions relating to property acquisition for the roadway in early March to meet this aggressive schedule.

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35 Staff is working with the consultants to complete the design, plans and specifications and securing the
36 right of way necessary to meet the goals of this project. There will be an open house regarding the
37 design on February 26. Staff has completed the review of the agreement with Metro Transit and it is
38 included as an attachment. (Attachment A)

39

40 **POLICY OBJECTIVE**

41 The City requires a public improvements contract for private development that is constructing public
42 improvements. This contract details the requirements for construction and warranty. Usually we require
43 a surety for these improvements constructed by the private sector. For public agencies this requirement
44 has typically not been required. This agreement also covers the amount of and how payment is
45 transferred for participation in the improvements by both parties.

46 **FINANCIAL IMPACTS**

47 Under this agreement the City will receive the Park N Ride facility's contribution to the public
48 infrastructure for the Twin Lakes area infrastructure improvements as determined in the Twin Lakes
49 Area Infrastructure Cost Allocation Study. The Met Council's total obligation for infrastructure
50 improvements is \$1,627,673. They will receive a credit for the actual costs for the public infrastructure
51 they will be constructing as a part of their project.

52 **STAFF RECOMMENDATION**

53 Staff recommends that the City Council approve the Interagency Agreement for the I35W and County
54 Road C Park N Ride.

55 **REQUESTED COUNCIL ACTION**

56 Motion to approve an Interagency Agreement with Metropolitan Council for the I35W Park N Ride for
57 public improvements.

58

Prepared by: Duane Schwartz, Public Works Director; Patrick Trudgeon, Community Development Director
Attachments: Interagency Agreement

**INTERAGENCY AGREEMENT
FOR THE I35W & COUNTY ROAD C PARK & RIDE**

This Interagency Agreement ("Agreement") is made and entered into this _____ day of _____, 2009, by and between the City of Roseville, a municipal corporation ("City" or "Roseville") and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Met Council").

Background Recitals

1. Roseville has approved a plat of land named Twin Lakes Addition, in which the Met Council has or will acquire approximately 1.2 acres within the plat legally described as follows:

All that part of Lots 1, 2, 19 and 20, Block B, Twin View, according to the recorded plat thereof, Ramsey County, Minnesota, lying within:

The east 329.60 feet of the north 173.16 of said Block B.

("Met Council Property").

2. Met Council intends to construct an approximately 460-stall parking ramp upon the Met Council Property for use of Met Council's transit passengers traveling between Roseville and surrounding communities ("Parking Ramp").

3. Met Council and Roseville agree that the Parking Ramp will provide increased mass transit ridership and supplement the successful Rosedale Shopping Center park and ride facility.

4. Roseville is currently working on design details to construct roadway infrastructure improvements throughout the Twin Lakes area of Roseville.

5. Met Council and Roseville further agree that to assure successful utilization of the Met Council Property for the Parking Ramp, certain public infrastructure improvements must be constructed during the construction of the Met Council Parking Ramp.

6. Met Council and Roseville have determined that it is in their mutual best interests for the Met Council to participate in the public infrastructure improvements as provided in this Agreement.

7. Met Council and Roseville agree that each is authorized to enter into this Agreement pursuant to Minnesota Statutes § 471.59.

8. Met Council, acting in its role as the Twin Cities Metropolitan Planning Organization and Federal Transit Administration (“FTA”) designated recipient, submitted an application to the USDOT, FTA for the Urban Partnership Agreement ("UPA") grant funds pursuant to 49 U.S.C. Section 5309.

I.
Purpose of Agreement.

The purpose of this Agreement is to set forth the terms and conditions and the responsibilities of each of the Parties to this Agreement for:

1. Construction by Met Council of certain public roadway and infrastructure improvements adjacent to the Parking Ramp in Roseville ("Council Project"), and
2. Construction by the City of Roseville of roadway and infrastructure improvements ("Roseville Project"), all as described below in this Agreement.

II. Met Council Project.

For purposes of this Agreement the Council Project consists of the following improvements to Iona Lane in Roseville, the location of which improvements are shown on **Exhibit A** attached hereto and made a part thereof:

- Construction of Iona Lane in accordance with City of Roseville roadway design standards with bituminous pavement and concrete curb and gutter, in accordance with the terms of this Agreement; Construction of concrete sidewalks on the north and south sides of Iona Lane and on Mount Ridge Road adjacent to the Met Council Property ;
- Relocation and/or adjustment of existing underground utilities necessary to construct Iona Lane.

III. Roseville Project.

For purposes of this Agreement the Roseville Project consists of the following improvements to Mount Ridge Road and Twin Lakes Parkway in Roseville, the location of which improvements are shown on Exhibit A attached hereto and made a part thereof:

- Construction of Mount Ridge Road and Twin Lakes Parkway, roadways which will provide access to the new Parking Ramp.
- Subject to forces majeure, Roseville hereby agrees that it will use best efforts to assure that the Roseville Project will be open to traffic at the time the bus service to the Parking Ramp is commenced by Met Council.

IV. Council Project Design Plans.

As of the date of this Agreement:

- a. Met Council has at its expense, had design plans for the Council Project ("Council Project Design Plans") prepared by Bonestroo, Rosene, Anderlik and Associates;
- b. Met Council has provided a set of the Council Project Design Plans to Roseville for review; and
- c. Roseville has reviewed the Council Project Design Plans and has approved the plans in accordance with Paragraph V hereof.

V.
Construction of the Met Council Project.

1. Met Council shall have prepared, at its expense, final construction documents including a construction schedule ("Council Project Construction Documents") for the Council Project. The Council Project Construction Documents shall be in accord with the Council Project Design Plans and shall comply with the provisions listed in Exhibit B attached hereto and made a part hereof. Met Council shall submit the Council Project Construction Documents to Roseville for review and approval. Roseville shall review the Council Project Construction Documents and provide written comments or a written approval to Met Council within ten (10) business days of receipt of the Council Project Construction Documents. If Roseville provides no written comments to Met Council within ten (10) days of receipt of the Council Project Construction Documents, the Council Project Construction Documents shall be deemed approved.

2. Met Council will advertise for and receive bids for the Council Project and will award the construction contract for the Council Project, in accordance with Met Council's procedures.

3. Met Council shall administer the contract for the Council Project work completed herewith. Met Council will provide to Roseville monthly construction progress reports indicating construction completed on the Council Project. Roseville may inspect construction of the Council Project. Roseville will designate in writing to Met Council the name(s) of its authorized inspector(s). Roseville's inspector must communicate to the construction contractor through Met Council's Authorized Representative ("CAR"). The term "authorized representative" means the person designated in writing by the General Manager of Met Council's Metro Transit Division. Met Council will issue contract payments to the Council's contractor.

4. The Council Project shall be constructed in accordance with City standards, ordinances, and the plans and specifications approved by the City. Met Council shall be responsible for obtaining all necessary permits and approvals before proceeding with construction. Prior to start of construction of the Council Project, Met Council or its agents shall

1 schedule a preconstruction meeting with the City at a mutually agreeable time and place for City
2 staff and City's invitees to review the Council Project, including schedule. Within 30 days after
3 completion of the Council Project, Met Council shall provide the City with a complete set of
4 reproducible record plan drawings ("Record Plans"). In addition to reproducible drawings, the
5 Record Plans shall be provided as a compatible AutoCAD digital file.

6
7 5. Subject to forces majeure, Met Council shall complete the Council Project by
8 December 31, 2009. Met Council may request an extension of time from the City which
9 extension shall not be unreasonably withheld.

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11 6. During construction work on the Council Project, Met Council shall undertake
12 necessary erosion control measures as directed by the City Engineer. Met Council shall also
13 clean dirt and debris from public rights of way resulting from construction activity. The City
14 will inspect the site on a weekly basis and determine whether it is necessary to take additional
15 measures to keep rights of way clean.

16
17 7. If Roseville determines that the Council Project has not been constructed in
18 accordance with the approved Council Project Construction Documents, Roseville, through its
19 authorized representative, shall inform the CAR in writing of such defects. Met Council shall
20 make the adjustments to contract and/or meet the requirements of the Council Project
21 Construction Documents requested by Roseville. Met Council will inform Roseville in writing
22 of completion of construction of the Council Project. Within a reasonable time thereafter,
23 Roseville will inform Met Council in writing either that the Council Project, as constructed,
24 conforms to the Council Project Construction Documents and is thus accepted by Roseville, or
25 that the Council Project does not conform to the accepted Council Project Construction
26 Documents. Roseville will further inform Met Council of the specific reasons for non-
27 conformance to the Council Project Construction Documents and what steps, in the opinion of
28 Roseville, must be taken by Met Council to make the Council Project conform to the Council
29 Project Construction Documents. The final decision on conformance of the Council Project to
30 the Council Project Construction Documents will be made by Met Council. Evidence of
31 acceptance of the Met Council Project by Met Council will be in writing by letter from the
32 General Manager of the Council's Metro Transit Division to the Roseville City Administrator.
33 (Rejected by City; not acceptable to Met Council.) Upon acceptance by Roseville, all

1 improvements constructed as part of the Council Project shall become property of the City of
2 Roseville.

3
4 8. Met Council will require the Council Project Contractor to warrant the Council
5 Project against poor materials and faulty workmanship for a period of one year after its
6 completion and acceptance by the Council, and to warrant any trees to be alive, of good quality
7 and disease free for twelve (12) months after planting. Warranty provisions under the Council
8 Project contract are included in Exhibit J.

9
10 9. Not less than seven (7) calendar days prior to commencement of the Met Council
11 Project by Met Council, Met Council will give written notice to Roseville of its intention to
12 commence construction, said notice to be directed as follows:

13
14 Public Works Director
15 City of Roseville
16 2660 Civic Center Drive
17 Roseville, MN 55113
18

19 **VI.**
20 **Amendments to Construction Documents.**
21

22 Met Council will submit any proposed amendments to or substantive changes to Council
23 Project Construction Documents accepted by Roseville, including the construction schedule.
24 Such amendments or substantive changes to the Council Project Construction Documents and/or
25 changes in the construction schedule must be submitted to Roseville's authorized representative
26 at least three (3) business days prior to the implementation of such change. Roseville shall
27 review the amendments or substantive changes to the Council Project Construction Documents
28 and provide written comments or a written statement of approval to Met Council within two (2)
29 business days of receipt of such amendment or substantive change to the Council Project
30 Construction Documents. If Roseville provides no written comments to Met Council within two
31 (2) days of receipt of the amendment or substantive change to the Council Project Construction
32 Documents, the amendment or substantive change shall be deemed approved. If Roseville
33 provides comments to Met Council, both parties shall resolve the issues raised by the comments
34 in a timely manner.

VII.
Right-Of-Entry and Ownership of Council Project Improvements.

1. Roseville and Met Council have at the time of execution of this Agreement all property rights and interests necessary on public and/or private property for the construction, operation and maintenance of the Council Project. Met Council agrees that Roseville has no obligation to obtain any additional property rights for construction, operation or maintenance of the Council Project. Met Council shall in cooperation with the platting process for the Met Council property, dedicate the additional 10' of right-of-way, as public way, for Iona Lane on the north side and Mount Ridge Road on the east side of the Met Council property.

2. Upon acceptance of the Council Project by Met Council and Roseville in accordance with the terms of this Agreement, the Council Project as defined in Section II of this Agreement shall become the property of Roseville.^[Lindsay1] Met Council will transfer to Roseville construction warranties and guarantees for the Council Project which have been provided to Met Council by Met Council's contractor. Subsequent to the completion of the Council Project, pursuant to the terms of this Agreement, Roseville shall bear all responsibility for operation and maintenance of the Council Project.

3. Roseville hereby grants to Met Council the right to enter onto its property and any easements and right-of-way that it may own or may have obtained for construction of the Council Project.

4. Met Council hereby grants to Roseville the right to enter onto any of its property, easements and right-of-way related to the Council Project for the purpose of Roseville's inspection of the Met Council Project as provided in this Agreement or as provided by City Code or ordinance.

5. Met Council and Roseville acknowledge and agree that Met Council will, upon completion of construction of the Council Project, use part of Iona Lane as a bus pull-out lane so long as the Parking Ramp is used for transit purposes (as shown on **Exhibit C**, attached hereto and made a part hereof).

6. Met Council and Roseville acknowledge and agree that, so long as the Parking Ramp is used for transit purposes, access to the Parking Ramp shall remain open and available.

VIII. Construction of Roseville Project.

1. **Compliance with Federal Procurement Requirements.** With respect to construction of the Roseville Project, Roseville will comply with all applicable federal law, rules, and guidance relating to such procurement including, without limitation, the provisions of *Third Party Contracting Requirements*, FTA Circular 4220.1E, which document is incorporated by reference into this Agreement. A copy of this document is available at the FTA internet website, www.fta.gov/indicated or, upon request by Roseville, from Met Council. The “Federal Procurement Basics” is attached hereto as **Exhibit D** to provide Roseville process for procurements under this Agreement.

2. **Certification of Roseville's Procurement System.** Roseville certifies that its procurement system complies with the standards described in the previous paragraph.

3. **Met Council Approval of Contracts.** Roseville shall not execute any third party contract or otherwise enter into a binding agreement for work related to the Roseville Project until the Met Council's Project Manager has reviewed them for conformance with the provisions of this Section VIII.

4. **Inclusion of Provisions in Lower Tier Contracts.** Roseville agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier third party contract financed in whole or in part with financial assistance under this Agreement including all applicable provisions of this Agreement. (Rejected by City, re-inserted by Met Council)

5. **Disadvantaged Business Enterprise Requirements.** For all work performed under this Agreement, Roseville will comply with Met Council's Disadvantaged Business Enterprise (DBE) Program. In particular, Roseville agrees to comply with the requirements of Met Council's "Disadvantaged Business Enterprise (DBE) Program" document which is attached

1 to and incorporated (Rejected by City, re-inserted by Met Council) into this Agreement as
2 **Exhibit F.**

3
4 On a monthly basis, Roseville will submit a report that includes all DBE activity on their
5 third party agreements. Roseville invoices will not be reimbursed until this report is submitted.

6
7 6. **No Federal Obligation.** This Agreement is financed by federal funds. However,
8 payments to Roseville will be made by Met Council. The United States is not a party to this
9 Agreement and no reference in this Agreement to the United States, USDOT, FTA, or any
10 representatives of the federal government makes the United States a party to this Agreement.
11 Roseville shall include this clause in any contracts or agreements under this Agreement.

12
13 7. Subject to forces majeure, the construction of any and all portions of the Roseville
14 Project for which Roseville is being reimbursed pursuant to Section XI of this Agreement must
15 be completed by Roseville no later than December 31, 2009. The Met Council acknowledges
16 that the reimbursement described in Section XI hereof will be made under Federal guidelines for
17 portions of the completed Roseville Project notwithstanding the entire project is not complete by
18 this date.

19
20 **IX.**
21 **Right-of-Entry and Ownership of Roseville Project Improvements.**
22

23 1. Roseville has, at the time of execution of this Agreement, all property rights and
24 interests necessary on public and/or private property for the construction, operation and
25 maintenance of the Roseville Project.

26
27 2. Upon completion of the Roseville Project by Roseville in accordance with the
28 terms of this Agreement, the Roseville Project as defined in Section II of this Agreement shall
29 remain the property of Roseville. Subsequent to completion of the Roseville Project, Roseville
30 shall bear all responsibility for operation and maintenance of the Roseville Project.

31
32 3. Met Council and Roseville acknowledge and agree that Met Council will, upon
33 completion of construction of the Roseville Project, use the Roseville Project for access to the
34 Parking Ramp, which access shall not be restricted for the life of the Parking Ramp.

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X.

Payment for Construction of Council Project.

Met Council shall perform, at its own expense, the construction of the Council Project, such costs estimated at \$250,000. The actual and reasonable construction costs of the Council's Project shall be applied toward the Council's obligation of public infrastructure costs as defined in the Twin Lakes Area Infrastructure Allocation Study as amended.

XI.

Reimbursement for Costs of the Roseville Project.

1. Subject to compliance with the terms of this Agreement, including specifically Sections VIII, X and XI, Met Council will reimburse Roseville for a portion of the actual allowable, allocable and reasonable costs of Roseville's Project in an amount not to exceed \$1,597,921 for transportation infrastructure costs and \$29,752 for utility infrastructure costs provided, however, that the actual costs of construction of the Council Project to be paid by the Council, pursuant to Section X of this Agreement and estimated to be \$250,000, shall be a credit towards the Council's maximum payment of \$1,627,673. The total reimbursement will meet the Council's total obligation for public infrastructure reimbursement as defined in the Twin Lakes Area Infrastructure Improvements Allocation Study and the Planned Unit Development Agreement for this project. The Council shall provide a copy of the actual bid documents and approved payment request forms from the Council's contractor for determination of the construction cost of the Council's project toward reimbursement.

2. Roseville shall invoice Met Council for completed work up to the limits set forth above in this Section.

3. **Eligibility of Costs.** All expenses are subject to FTA regulations including:

- *FTA Master Agreement* (<http://www.fta.dot.gov/documents/14-Master.pdf>)
- *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, 49 CFR Part 18 (http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr18_06.html)

- *Grant Management Guidelines*, FTA Circular 5010.1C
(http://www.fta.dot.gov/laws/circulars/leg_reg_4114.html)
- *Third Party Contracting Requirements*, FTA Circular 4220.1E,
(http://www.fta.dot.gov/laws/circulars/leg_reg_4063.html) (See also
paragraph 10.05)

4. Roseville acknowledges that the federal requirements in this article and throughout this Agreement are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time.

5. **Reimbursement.** Expenses will be reimbursed by Met Council based on submission of an invoice from Roseville using the form attached hereto as **Exhibit I**. Invoices should be submitted in triplicate on the approved form with the following attachments on each copy:

- A. Copies of all receipts for expenses paid during the period; and
- B. Monthly DBE report for each third party contract using the approved form attached hereto as **Exhibit J**.

Roseville shall submit any additional data and/or information requested by Met Council to support Roseville's reimbursement request and shall submit any additional data and/or information that may be required by the federal government for reporting to the FTA.

Upon Met Council's review and approval of Roseville's reimbursement request, Met Council will distribute to Roseville the approved reimbursement amount. Distribution of any funds or approval of any report is not to be construed as a Met Council waiver of any Roseville noncompliance with this Agreement.

6. **Repayment of Unauthorized Use of Reimbursement Funds.** Roseville shall reimburse Met Council for any unauthorized or undocumented use of reimbursed funds. Either party may pursue its available remedies in the event a disagreement exists regarding alleged unauthorized or undocumented use of reimbursed funds.

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Accounting and Recordkeeping Requirements.

1. **Documentation of Roseville Project Costs.** All costs charged to the Roseville

2. Establishment and Maintenance of Roseville Project Information. Roseville

B. If any litigation, claim, or audit is commenced during either such period, when all such litigation, claims or audits have been resolved.

XIII.

General Provisions.

1. All records kept by Roseville and Met Council with respect to the Roseville

2. **Audit.** The accounts and records of Roseville relating to the Roseville and Council

1 16C.05, subdivision 5, the United States Secretary of Transportation, the FTA Administrator, and the
2 United States Comptroller General will have access to all such books, records, documents, accounting
3 practices and procedures, and other information for the purpose of inspection, audit, and copying during
4 normal business hours. Roseville will provide proper facilities for such access and inspection.

5
6 3. All employees of Roseville and all other persons engaged by Roseville in the
7 performance of any work or services required or provided for herein to be performed by
8 Roseville shall not be considered employees of Met Council and that any and all claims that may
9 arise under the Workers' Compensation Act or the Unemployment Compensation Act of the
10 State of Minnesota on behalf of said employee while so engaged, and any and all claims made by
11 any third party as a consequence of any act or omission on the part of said employees while so
12 engaged, on any of the work or services provided to be rendered herein, shall in no way be the
13 obligation or responsibility of Met Council.

14
15 4. All employees of Met Council and all other persons engaged by Met Council in
16 the performance of any work or services required or provided for herein to be performed by Met
17 Council shall not be considered employees of Roseville and that any and all claims that may
18 arise under the Workers' Compensation Act or the Unemployment Compensation Act of the
19 State of Minnesota on behalf of said employee while so engaged, and any and all claims made by
20 any third party as a consequence of any act or omission on the part of said employees while so
21 engaged, on any of the work or services provided to be rendered herein, shall in no way be the
22 obligation or responsibility of Roseville.

23
24 5. Each party agrees that it will be responsible for its own acts and results thereof, to
25 the extent authorized by law, and shall not be responsible for the acts of the other party and the
26 results thereof. Roseville's and Met Council's liability is governed by the provisions of
27 Minnesota Statutes Chapter 466. Met Council and Roseville each warrant that they are able to
28 comply with the aforementioned liability requirements through an insurance or self-insurance
29 program and have minimum coverage consistent with the liability limits contained in Minnesota
30 Statutes Chapter 466. Roseville further agrees that any contract let by Roseville for the
31 performance of the Roseville Project as provided herein shall include clauses that will:
32 1) require the contractor to defend, indemnify, and save harmless Met Council, its officers,

1 agents and employees from claims, suits, demands, damages, judgments, costs, interest,
2 expenses, including, without limitation, reasonable attorney fees, witness fees and disbursements
3 incurred in defense thereof arising out of or by reason of the negligence of said contractor, its
4 officers, employees, agents or subcontractors; 2) require the contractor to provide and maintain
5 insurance as required in the contract documents between Roseville and the contractor and to
6 provide Met Council with Certificates of Insurance naming Met Council as additional insured;
7 and 3) require the contractor to be an independent contractor for the purposes of completing the
8 work provided for in this Agreement.

9
10 6. Met Council further agrees that any contract let by Met Council for the
11 performance of the Council Project as provided herein shall include clauses that will 1) require
12 the contractor to defend, indemnify, and save harmless Roseville, its officers, agents and
13 employees from claims, suits, demands, damages, judgments, costs, interest, expenses, including,
14 without limitation, reasonable attorney fees, witness fees and disbursements incurred in defense
15 thereof arising out of or by reason of the negligence of said contractor, its officers, employees,
16 agents or subcontractors; 2) require the contractor to provide and maintain insurance as required
17 in the contract documents between Met Council and the contractor and to provide Roseville with
18 Certificates of Insurance naming Roseville as additional insured; and 3) require the contractor to
19 be an independent contractor for the purposes of completing the work provided for in this
20 Agreement.

21
22 7. Applicable provisions of Minnesota and federal law and any applicable local
23 ordinance relating to civil rights and discrimination and the Affirmative Action Policy Statement
24 of Roseville and Met Council shall be considered a part of this Agreement as though fully set
25 forth herein.

26
27 8. The entire Agreement between the parties is contained herein. This Agreement
28 supersedes all oral agreements and negotiations between the parties relating to the subject matter
29 hereof. All items referred to in this Agreement are incorporated or attached and are deemed to
30 be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of
31 this Agreement shall only be valid when they have been reduced to writing as an amendment to
32 this Agreement signed by the parties hereto.

1
2 9. The covenants of this Agreement shall be binding upon and inure to the benefit of
3 the parties hereto, their successors and/or assigns.

4
5 10. Met Council will not be responsible for, or assessed by Roseville for any other
6 public improvements in the area related to the Parking Ramp construction, maintenance, or
7 operation.

8
9 11. Except as specifically addressed in this Agreement, nothing in this Agreement
10 shall be deemed or construed to modify or limit any statutory authority, exemptions, or legal
11 obligations or responsibilities of Met Council under State or Federal law or regulation.

12
13 12. Any notice or demand, which may be given or made by a party hereto, under the
14 terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent certified
15 mail or delivered in person to the other party addressed as follows:

16
17 Metropolitan Council
18 Attn: Regional Administrator
19 390 Robert Street North
20 St. Paul, MN 55101

21
22 With copy to:

23
24 Metropolitan Council - Metro Transit
25 Attn: General Manager, Metro Transit
26 560 Sixth Avenue North
27 Minneapolis, MN 55411

1
2 City of Roseville
3 Director of Public Works
4 2660 Civic Center Drive
5 Roseville, MN 55113
6
7

8 13. The Recitals are fully incorporated into and are considered to be fully part of this
9 Agreement.
10

11 **IN TESTIMONY WHEREOF**, the parties hereto have caused this Agreement to be
12 executed by their respective duly authorized officers as of the day and year first above written.
13

Approved as to Form:

City Attorney

CITY OF ROSEVILLE

By: _____

Its: _____

Date: _____

Approved as to Form:

Office of General Counsel

METROPOLITAN COUNCIL
a public corporation and political subdivision
of the State of Minnesota

By: _____

Its: _____

Date: _____

LIST OF EXHIBITS

Exhibit A	Location of Met Council Project
Exhibit B	Met Council Project Provision
Exhibit C	Bus Pullout Lane
Exhibit D	Federal Procurement Basics
Exhibit E	Contract Initiation Memo
Exhibit F	DBE Program
Exhibit G	Additional Provisions
Exhibit H	Invoice Form
Exhibit I	Monthly DBE Form
Exhibit J	Council Project Warranty Provisions

EXHIBIT B

Council Project Improvements Provision

1. Street Improvements. Street improvements include subgrade preparation, gravel base, bituminous surfacing, concrete curb and gutters sidewalk, and landscaping.

a. Met Council shall construct IONA LANE between Cleveland Avenue and Mount Ridge Road. 19,000 square feet more or less of 32 foot wide (face to face) bituminous street with Type B618 curb and gutter. Parking shall be restricted on the entire street. The typical section of pavement for the street shall conform with Roseville specification 700 and Mn/DOT specification 2350. (XX inches LVWE35030B/ X inches LVNW35030B/ X inches of Class 5-100% crushed limestone.)

b. Unusable material within the roadway shall be removed by Met Council.

c. All subgrade excavation and filling shall be completed by Met Council in accordance with Mn/DOT's specifications and the approved site grading and drainage plans. Roseville reserves the right to test as necessary, at Met Council's expense, all grading work. A test roll of the street subgrade shall be passed prior to acceptance of the subgrade by Roseville.

2. Watermain construction: Met Council shall lower the water main in Iona Lane as required.

a. All watermain shall be constructed to meet Roseville specifications and code.

b. All curb boxes shall be Mueller M 10300 through 1" and H-10836 for 1 1/2" and 2" or equal, with foot piece and equipped with stationary rod equal to Mueller No. 84274, A. Y. McDonald 5671. All boxes shall be adjustable up and down for 6.5' to 7.5' of cover. If any curb boxes are installed that do not meet Roseville specifications,

Met Council shall be responsible to remove and replace them with curb boxes that meet Roseville specifications.

c. Met Council will construct water service for the Met Council's facilities.

3. Sanitary sewer construction: Met Council shall construct all sanitary sewer pipes necessary to serve the plat.

All sanitary sewers shall be constructed to meet Roseville specifications and code.

4. Storm sewer construction: Met Council shall construct all storm sewer improvements necessary to serve the plat and the Council's Project improvements on Iona Lane.

a. Storm sewer facilities shall be installed to meet Roseville specifications and code.

b. All facilities shall be installed according to Roseville details and specifications.

c. Biofiltration areas shall be protected from silt during construction. If these areas do not function as designed, Met Council shall reconstruct them as directed by Roseville's Engineer.

5. Met Council will construct a storm water detention system to treat and control the flow of storm water from the project site including Met Council's Parking Ramp site and Iona Lane. Construction will be completed in accord with plans approved by Roseville.