

JOINT POWERS AGREEMENT
FOR CONSTRUCTION ON COUNTY STATE AID HIGHWAY 18 (CSAH 18)

THIS AGREEMENT FOR CONSTRUCTION ON COUNTY STATE AID HIGHWAY/COUNTY HIGHWAY 18, ("Agreement") is made and entered into as of the _____ day of _____, 20____, by and between the City of Chanhassen ("City"), and the County of Carver ("County") (each sometimes hereinafter called "Party" and both sometimes collectively "Parties") the Parties being governmental and political subdivisions of the State of Minnesota.

WITNESSETH:

WHEREAS, each of the Parties has the authority to construct, maintain, repair, and improve public streets within their respective jurisdictions; and

WHEREAS, County State Aid Highway/County Highway 18 (CSAH/CH 18) (Lyman Blvd.) is duly dedicated public street, of which the easterly 1315 foot segment of the Project is located within the corporate limits of the City; and

WHEREAS, the Parties desire to undertake a joint project to construct improvements on CSAH 18 (Lyman Blvd.), that involves grading, aggregate base, pavement surfacing, curb & gutter, sidewalk, trails, storm sewer, City utilities and other incidentals and to share the costs of such improvements as herein provided; and

WHEREAS, the Project has been awarded Local Partnership Project Funds (LPP) and Transportation Economic Development Funds (TED) through the Minnesota Department of Transportation (MnDOT) to be used on Trunk Highway 41; and

WHEREAS, the authority of the Parties to enter into this Agreement is provided by Minnesota Statutes, Section 471.59.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01. Purposes. The purpose of this Agreement is to define the rights and obligations of the City and the County with respect to the Project and the sharing of the costs of the Project.

Section 1.02. Cooperation. The City and the County shall cooperate and use their best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The Parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner. The Project will be open to inspection of duly authorized representatives of the Parties at

any time during normal business hours and as often as reasonably deemed necessary.

Section 1.03. Relationship To Other Contracts. The City and the County acknowledge that Contract Documents will be entered into by the County on behalf of the Parties with respect to the Project, and that Change Orders or other documents may be entered into by the County on behalf of the Parties, with respect to the Project. This Agreement shall be construed so as to give the fullest effect to its provisions, consistent with the provisions of the other contracts and documents referred to above.

Section 1.04. Term. The term of this Agreement shall be for a period commencing on the date hereof and terminating on the date the Project is completed, accepted by the Parties and all amounts owed by one Party to the other have been paid in full.

Section 1.05. Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

Section 1.06 Enabling Authority. Minnesota Statutes, Section 471.59, authorizes two or more governmental units to jointly exercise any power common to the contracting Parties.

ARTICLE II **DEFINITIONS**

Section 2.01. Definitions. In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

- (a) **Agreement:** this Agreement, as it may be amended, supplemented, or restated from time to time.
- (b) **Change Order:** a written order, change order or supplemental agreement to the Contractor approved in writing, which may be electronic, by both Parties hereto and signed by the City Representative on behalf of the Parties authorizing a change in the work included within the Contract Documents and/or an adjustment in the price and/or an adjustment in the construction schedule, issued after execution of the contract for the construction of the Project.
- (c) **City:** the City of Chanhassen.
- (d) **City Representative:** Paul Oehme, P.E., City Engineer
- (e) **City/County Costs:** the direct and indirect costs of City and County employees performing services on behalf of the Project, and other incidentals.
- (f) **Concept and Design Phase Professional Services Costs:** the fees and costs for all professional services performed in concept and design phase activities for the Project.

- (g) **Construction Phase Professional Services Costs:** the fees and costs for all professional services performed in construction phase activities for the Project.
- (h) **Contract Documents:** drawings; Engineers Estimate; specifications; general and special conditions; addenda, if any; Change Orders; and the construction contract for the Project; approved by the Parties, or their respective representatives.
- (i) **Contractor:** the person or entity that is awarded the contract for the construction of the Project.
- (j) **County:** Carver County.
- (k) **County Representative:** Lyndon Robjert, P.E., Carver County Engineer.
- (l) **Engineers Estimate:** the professional engineer's opinion of probable cost prior to the bidding of the Project, which encompasses all projected costs tabulated for each Party.
- (m) **Project:** In general the project consists of grading, select granular aggregate, aggregate base, bituminous pavement, curb & gutter, sidewalk, trails, retaining walls, city utilities, storm sewer, and other incidentals.
- (n) **Project Costs:** all costs for and associated with the construction of the Project, excluding Concept & Design Phase Professional Services Costs, Construction Phase Professional Services Costs, and City/County Costs.
- (o) **Project Location:** CSAH/CH 18 (Lyman Blvd.) from 0.25 miles West of Trunk Highway 41 to Galpin Boulevard, as generally depicted in **Exhibit A**.
- (p) **Uncontrollable Circumstances:** the occurrence or non-occurrence of acts or events beyond the reasonable control of the Party relying thereon, and not the result of willful or negligent action or inaction of the Party claiming the event as an Uncontrollable Circumstance, that materially adversely affects the performance of the Party claiming the event as an Uncontrollable Circumstance including but not limited to the following:
 - (1) Acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lighting and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failure, and fires or explosions.
 - (2) The adoption of or change in any federal, state, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution

of this Agreement.

- (3) A suspension, termination, interruption, denial, or failure of renewal of any permit, license, consent, authorization, or approval essential to the construction of the Project.
- (4) Orders and/or judgment of any federal, state, or local court, administrative agency, or governmental body, provided, however, that the contesting in good faith by such Party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such Party.
- (5) Strikes or other such labor disputes shall not be considered an Uncontrollable Circumstance, unless such strike or labor dispute involves persons with whom the Parties have no employment relationship and the Parties, or either of them, cannot, using best efforts, obtain substitute performance.

ARTICLE III **ALLOCATION OF DUTIES**

Section 3.01. Concept and Design Phase Activities. Concept and design phase activities, including, but not limited to, field surveys, right of way plats, design, engineering, environmental documentation, permitting, right of way acquisition, and other matters, shall be completed by the Parties as follows:

See attached **Exhibit B - Allocation of Duties.**

Section 3.02. Construction Phase Activities. Construction phase activities, including, but not limited to, the bid process, preparation of contract documents, awarding of contract, construction inspection and surveying and other matters, shall be completed by the Parties as follows:

See attached **Exhibit B - Allocation of Duties.**

Section 3.03. Contract Award. The Contract Documents shall be approved in writing, which may be electronic, by the Parties prior to the solicitation of bids. In accordance with the applicable provisions of Minnesota Statutes, County will cause bids to be received by it for the construction of the Project and, subject to approval by the City if the low responsible bidder is more than the Engineers Estimate, shall award the contract for the construction of the Project to the lowest responsible bidder.

Section 3.04. Project Construction. Subject to Uncontrollable Circumstances, the Parties shall cause the Project to be constructed in accordance with the Contract Documents. The City shall have the right to review and approve of any proposed changes to the plans and specifications as they relate to City's cost participation prior to the work being performed.

Section 3.05. Maintenance Upon Project Completion and Final Acceptance. Highway maintenance shall be completed by the Parties, upon project completion and final acceptance of the Project, as follows:

The Parties agree to enter into a separate highway maintenance agreement for routine highway maintenance responsibilities, as may be amended from time to time. The City will perform all maintenance responsibilities on all streets under the City jurisdiction.

ARTICLE IV **PROJECT COST SHARING**

Section 4.01. Allocation.

(a) The Project Costs for all items shall be divided between the parties as follows:

See attached Exhibit C

(b) The Concept and Design Phase Professional Services Costs for all items shall be divided between the Parties as follows:

See attached Exhibit C

(c) The Construction Phase Professional Services Costs for all items shall be divided between the Parties as follows:

See attached Exhibit C

(d) All other costs including, but not limited to City/County Costs shall be divided between the Parties as follows:

See attached Exhibit C.

Section 4.02. Payments to Contractor. The County shall make partial progress payments to the Contractor and, upon approval of both Parties hereto, the final payment to the Contractor in accordance with the Contract Documents. The designated City Representative shall have the right to approve of any Change Orders prepared by the County that affect the City's share of the construction cost.

The City further agrees that it will participate in the settlement of any claim from the County's contractor for the Project that involve delays attributable to unreasonable delays in approval by the City for plan or specification changes deemed necessary by the County Engineer or staff. The amount of the City's participation in any such claim shall be commensurate with the percentage of delay directly attributable to City's actions.

Section 4.03. Adjustments and Reconciliation. To the extent that the actual value of any item included in an invoice cannot be accurately determined at the time of submission of the invoice, such item shall be invoiced on an estimated basis and an adjustment shall be made to reflect

the difference between such estimated amount and the actual amount of such item on the next invoice after determination of the actual amount.

Prior to final acceptance of the Project, the designated County representative shall provide City with a reconciliation of all costs for the Project and the respective contributions of the Parties for the review and approval of the Parties.

Section 4.04. Exclusive Responsibility. All aspects of application for State of Minnesota for State and Federal Funds and the grant thereof by the State, are the exclusive responsibility of the County, including but not limited to the investment, expenditure, and allocation of such funds. It is specifically agreed that any interest on the investment of any such funds is the sole property of the County, to use as the County shall see fit.

Section 4.05. Payment to County. The City agrees to reimburse the County for costs incurred, pursuant to Section 4.01. Unless previously deposited as provided herein, the City is responsible to pay these monies to the County within thirty (30) days of being invoiced for costs incurred or services performed.

After award by the County to the Contractor on the Project, County shall invoice the City the City's cost share for the Project to be paid as follows: first invoice upon award to the Contractor at 95% of the estimated City's MSAS funding cost share plus one-third (1/3) of the estimated City's local cost share; second invoice on January 1, 2020 for an additional one-third (1/3) of the estimated City's local cost share; a final invoice for the remainder of the City's full cost share balance upon final acceptance of the Project by the Parties or January 1, 2021, whichever is later, unless an alternate schedule is mutually agreed upon in writing by the authorized representatives of the Parties.

Section 4.06. Payment to City. The County agrees to reimburse the City for costs incurred, pursuant to Section 4.01. The County is responsible to pay these monies to the City within thirty (30) days of being invoiced for costs incurred or services performed. Costs will be invoiced at the completion of each Project phase and upon final acceptance of the Project by the Parties, unless an alternate schedule is mutually agreed upon in writing by the authorized representatives of the Parties.

ARTICLE V **GENERAL PROVISIONS**

Section 5.01. Notices. All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to City and County, certified mail, return-receipt requested, at the following address:

City: Paul Oehme, PE
Public Works Director/City Engineer
City of Chanhassen
7700 Market Blvd., P.O. Box 147
Chanhassen, MN 55317

County: Lyndon Robjent, PE
County Engineer
Carver County Public Works
11360 Hwy 212 West, Suite 1
Cologne, MN 55322

Either Party may change its address or authorized representative by written notice delivered to the other Party pursuant to this Section 5.01.

Section 5.02. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

Section 5.03. Survival of Terms, Representations and Warranties. The representations, warranties, covenants, and agreements of the Parties under this Agreement, and the remedies of either Party for the breach of such representations, warranties, covenants, and agreements by the other Party shall survive the execution and termination of this Agreement. The terms of Sections 3.05, 5.14, 5.15, 5.16 and 5.17 shall survive the expiration, termination or withdrawal from this Agreement.

Section 5.04. Non-Assignability. Neither the City nor the County shall assign any interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.

Section 5.05. Alteration. It is understood and agreed that 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. Any alteration, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all Parties.

Section 5.06. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any Party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 5.07. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 5.08. Interpretation According to Minnesota Law. The Laws of the State of Minnesota shall apply to this Agreement.

Section 5.09. Final Payment. Before final payment is made to the Contractor, the Contractor shall provide a certificate of compliance from the Commissioner of Revenue certifying that the Contractor and any out-of-state subcontractors have complied with the provisions of Minnesota Statutes, Section 290.92.

Section 5.10. Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the Parties as expressed in this Agreement.

Section 5.11. Further Actions. The Parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

Section 5.12. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

Section 5.13. Employees. It is further agreed that any and all full-time employees of County and all other employees of said County engaged in the performance of any work or services required or provided for herein to be performed by the County shall be considered employees of County only and not of City and that any and all claims that may or might arise under Workman's Compensation Act of the State of Minnesota on behalf of said 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 County employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of County.

It is further agreed that any and all full-time employees of City and all other employees of said City engaged in the performance of any work or services required or provided for herein to be performed by City shall be considered employees of City only and not of County and that any and all claims that may or might arise under Workman's Compensation Act of the State of Minnesota on behalf of said 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 said City employees which so engaged on any of the work or services to be rendered herein shall be the sole obligation and responsibility of City.

Section 5.14. Indemnification. The Parties' total liability under this Agreement shall be governed by Minn. Statutes, Section 471.59, Subd. 1a.

Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Statutes, Section

466.04, Subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

Section 5.15. Records – Availability and Access

- A. Pursuant to Minnesota Statutes, Section 16C.05, Subd. 5, 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 accounting practices and procedures of the City and involve transactions relating to this Agreement.

City agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- B. Pursuant to Minnesota Statutes, Section 16C.05, Subd. 5, the County agrees that the City, 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 accounting practices and procedures of the County and involve transactions relating to this Agreement.

County agrees to maintain these records for a period of six years from the date of termination of this Agreement.

Section 5.16. Data Practices. Each Party, its employees, agents, owners, partners, and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

Section 5.17. Nondiscrimination. During the performance of this Agreement, the City and the County agree to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment right in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

Section 5.18. Default and Withdrawal. Default in this Agreement may occur when a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement. Unless the Party's default is excused by the non-defaulting Party, the non-defaulting Party may, upon written notice to the defaulting Party representative listed herein, cancel this Agreement in its entirety as indicated below.

Any Party may withdraw from this Agreement with or without cause by providing thirty (30) days' prior written notice to the other Parties herein. Only the governing bodies of the Participating Parties have authority to act pursuant to this provision of the Agreement.

Each Party to this agreement reserves the right to withdraw from and cancel this agreement within 30 days from the opening of bids for the project in the event either or both Parties consider any or all bids unsatisfactory; the withdrawal from or cancellation of the agreement to be accomplished by either or both Parties within 30 days of opening of bids by serving a written notice thereof upon the other, unless this right is waived by both Parties in writing.

Section 5.19. Third Party. This Agreement does not create any rights, claims or benefits inuring to any person that is not a Party hereto nor create or establish any third Party beneficiary.

IN TESTIMONY WHEREOF, The Parties hereto have caused these presents to be executed.

City of Chanhassen, Minnesota

Mayor

Date: _____

Attest:

Administrator

Date: _____

Approved As To Form:

Attorney

Date: _____

County of Carver, Minnesota

County Board Chair

Date: _____

Attest:

County Administrator

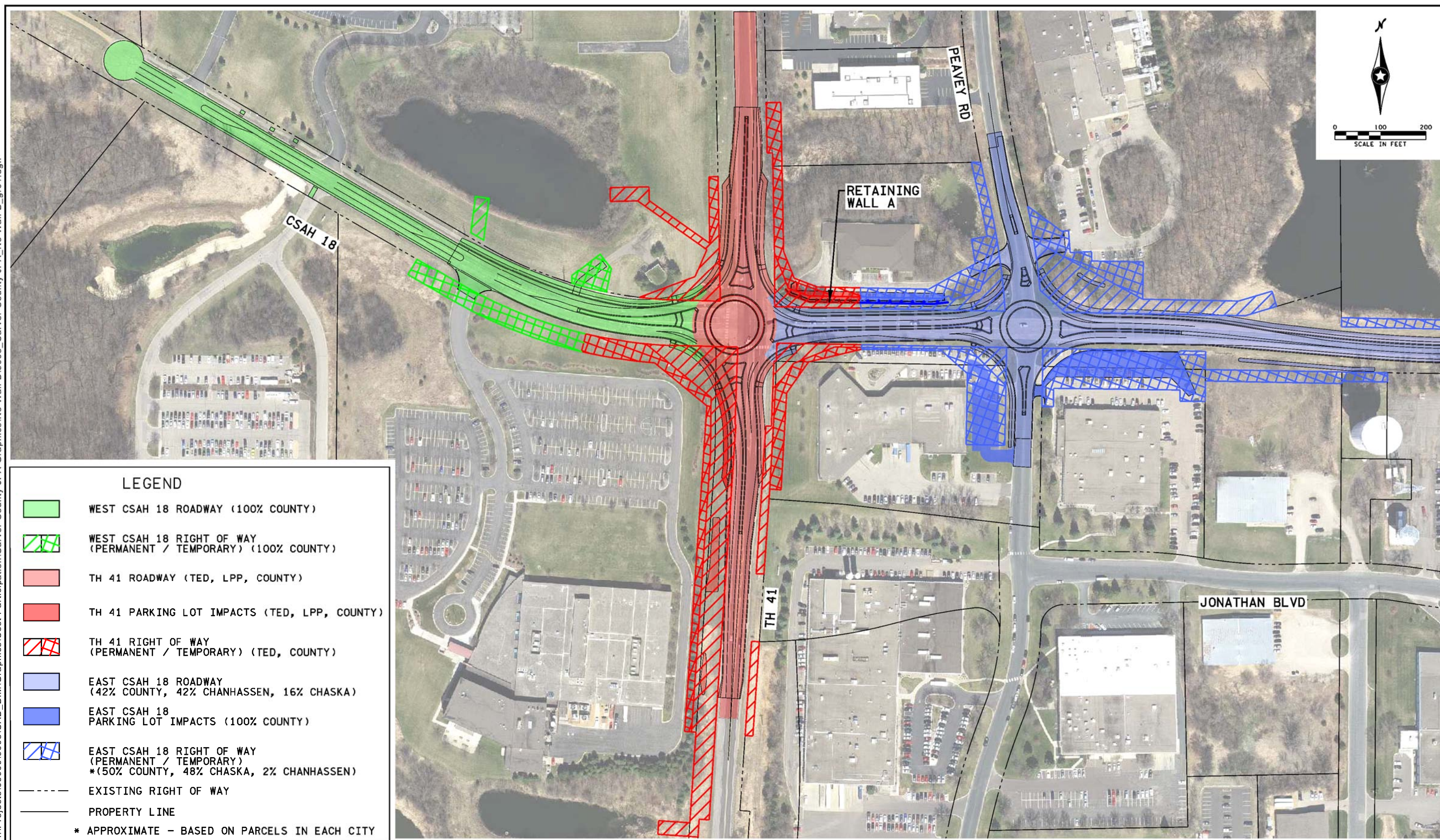
Date: _____

Approved As To Form:

County Attorney

Date: _____

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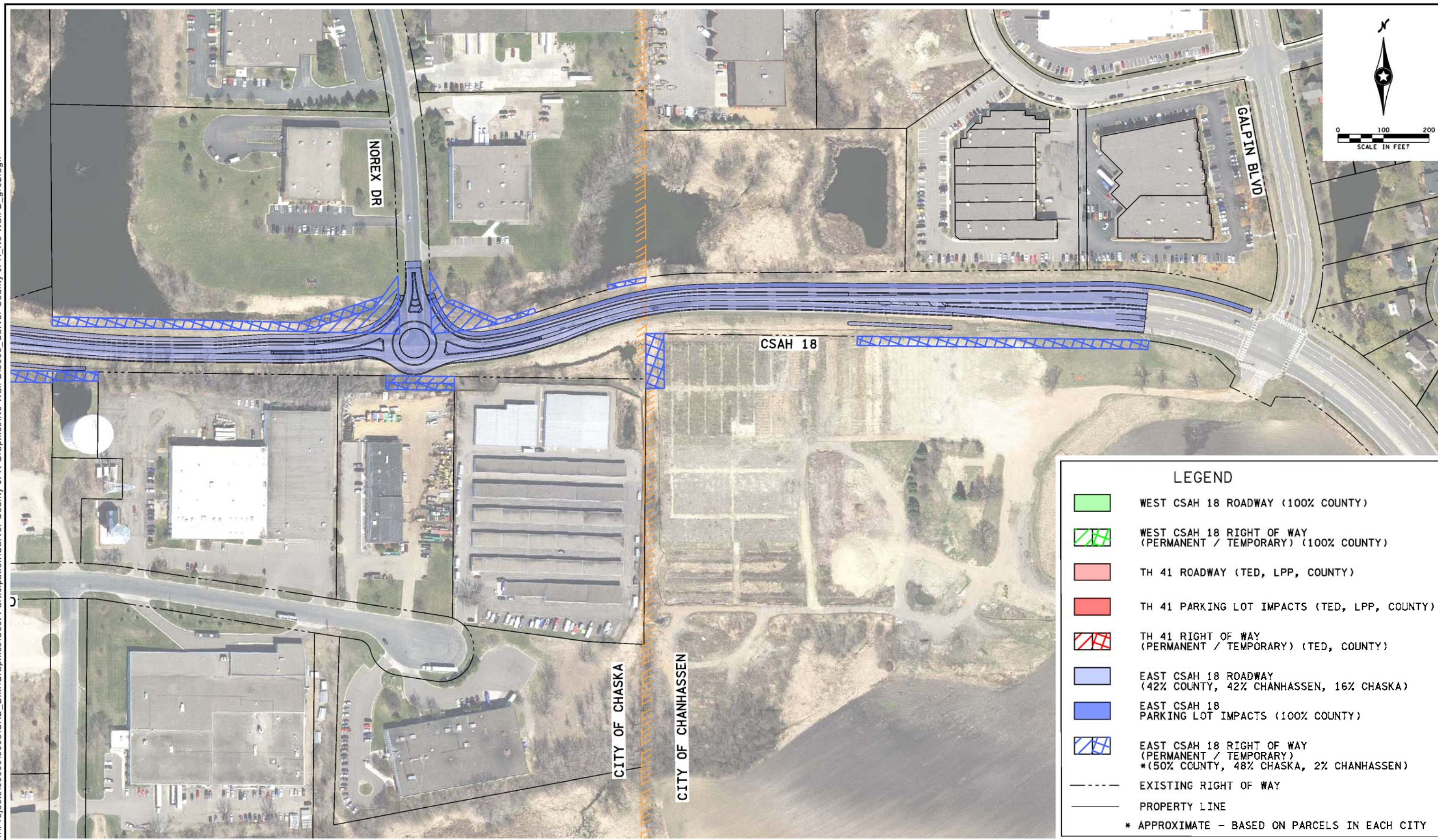
Joint Powers Agreement (JPA) Exhibit A

CSAH 18 (Lyman Blvd) Reconstruction Project
Carver County, MN

Job #9008
12/27/2018

Figure 1

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Joint Powers Agreement (JPA) Exhibit A

CSAH 18 (Lyman Blvd) Reconstruction Project
Carver County, MN

Job #9008
12/27/2018

Figure 2

Exhibit A: Figure 2

Project 128637 CSAH 18 From 0.25 W of TH 41 to Galpin Blvd

February 15, 2019

ESTIMATED PROJECT COST PARTICIPTION

Modified Master Agreement: Cap Escalation/Reduction, County pays for 50% Lyman East R/W (land only), City Share by parcel in each City. (Land Only). County pays 100% of Parking Lot Mitigation. County Pays 100% of Lyman West.

Rationale: reduce cost burden to cities while keeping to spirit of past agreements. R/W handled similar to recent CIP projects (50% County-50% City).

Remaining Cap = \$ 2,763,290.00

	CSAH 18 East of TH 41				CSAH 18 West of TH 41			TH 41		
Project Cost Splits								R/W Mitigation (Parking Lot/Wall)		
	Roadway Split Up to Cap	Roadway Split After Cap	R/W Mitigation (Parking Lot/Wall)	R/W Land Splits	Roadway Splits	R/W Mitigation (Parking Lot/Wall)	R/W Land Splits	Roadway Splits	R/W Land Splits	R/W Land Splits
Chanhassen	40.29%	45.00%	0.00%	2.20%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Chaska	19.42%	10.00%	0.00%	47.80%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Carver County	40.29%	45.00%	100.00%	50.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Engineering 20.00% of Construction Cost

Estimated Costs (90% Estimate)	ROADWAY	R/W* Mitigation (Parking lot, retaining wall)	R/W Land*	UTILITIES	Engineering (20% of construction)	Totals
TH 41	\$ 1,713,967.52	\$ 203,657.00	\$ 689,961.69		\$ 383,524.90	\$ 2,991,111.12
Lyman (CSAH 18) - WEST OF TH 41	\$ 744,672.60				\$ 148,934.52	\$ 893,607.12
Lyman (CSAH 18) - EAST OF TH 41	\$ 4,393,873.32	\$ 439,943.00	\$ 563,742.45		\$ 966,763.26	\$ 6,364,322.03
Fiber (Carver County)				\$ 65,981.80	\$ 13,196.36	\$ 79,178.16
Watermain (Chaska)				\$ 304,074.54	\$ 60,814.91	\$ 364,889.45
Totals	\$ 6,852,513.44	\$ 643,600.00	\$ 1,253,704.14	\$ 370,056.34	\$ 1,573,233.96	\$ 10,693,107.88

Note: * Lyman West R/W costs included in TH 41 costs

Summary of Cost Shares	Roadway	R/W* Mitigation (Parking lot, retaining wall)	R/W Land*	Utilities	Engineering (20% of construction)	Total	Total Project Splits
Carver County TH 41	\$ 1,713,967.52	\$ 203,657.00	\$ 689,961.69		\$ 383,524.90	\$ 2,991,111.12	28.0%
Carver County Lyman West	\$ 744,672.60	\$ -	\$ -		\$ 148,934.52	\$ 893,607.12	8.4%
Carver County Lyman East	\$ 1,847,092.04	\$ 439,943.00	\$ 281,871.23		\$ 457,407.01	\$ 3,026,313.27	28.3%
Carver County Utilities				\$ 65,981.80	\$ 13,196.36	\$ 79,178.16	0.7%
Chaska TH 41	\$ -	\$ -	\$ -		\$ -	\$ -	0.0%
Chaska Lyman West	\$ -	\$ -	\$ -		\$ -	\$ -	0.0%
Chaska Lyman East	\$ 699,689.25	\$ -	\$ 269,460.51		\$ 139,937.85	\$ 1,109,087.61	10.4%
Chaska Utilities				\$ 304,074.54	\$ 60,814.91	\$ 364,889.45	3.4%
Chanhassen TH 41	\$ -	\$ -	\$ -		\$ -	\$ -	0.0%
Chanhassen Lyman West	\$ -	\$ -	\$ -		\$ -	\$ -	0.0%
Chanhassen Lyman East	\$ 1,847,092.04	\$ -	\$ 12,410.71		\$ 369,418.41	\$ 2,228,921.16	20.8%
Totals	\$ 6,852,513.44	\$ 643,600.00	\$ 1,253,704.14	\$ 370,056.34	\$ 1,573,233.96	\$ 10,693,107.88	100%

Lyman - Road Construction Only	Construction Splits	Lyman - R/W (Land)	R/W Splits	Lyman - Parking Lot Mitigation	PK Lot Splits
\$ 744,672.60	100%	\$ -	100%	\$ -	100%
\$ 1,847,092.04	42%	\$ 281,871.23	50.00%	\$ 439,943.00	100%
\$ -	0%	\$ -	0%	\$ -	0%
\$ 699,689.25	16%	\$ 269,460.51	48%	\$ -	0%
\$ -	0%	\$ -	0%	\$ -	0%
\$ 1,847,092.04	42%	\$ 12,410.71	2%	\$ -	0%
\$ 5,138,545.92		\$ 563,742.45		\$ 439,943.00	

Highway 41/18 Project

Exhibit B – Allocation of Duties

Concept and Design Phase Activities

County will complete all concept and design phase activities of the Project and procure necessary Concept and Design Phase Professional Services, as generally shown on Exhibit A.

It is mutually agreed upon that City staff will need to be involved in giving direct input and direction to County's consultant for the design of City infrastructure improvements.

Construction Phase Activities

County will complete all construction phase activities of the Project and procure necessary Construction Phase Professional Services, except that City will provide for the construction inspection services for all City watermain and sanitary sewer utilities constructed with the Project, as generally shown on Exhibit A.

Highway 41/18 Project

Exhibit C – Project Cost Sharing

The County, City and Independent School District 112 entered into a “New Master Agreement” on November 6, 2007 which included county highway improvements on CSAH 18 (Lyman Blvd.). Said agreement required the City and County to enter into further joint powers agreements for cost sharing on each section of road. County and City agree to follow the intent of the “New Master Agreement” and to cost share for this Project as follows:

Project Costs

The County and City agree to cost share Project Costs as follows:

1. The County has secured Local Partnership Project (LPP formerly Cooperative Agreement) funds and Transportation Economic Development (TED) funds through the Minnesota Department of Transportation (MnDOT) for this Project. It is mutually agreed by the Parties that County shall utilize these funding sources as shown in the cost participation table in Exhibit A which represents an estimate of the total costs for the Project and serves as a guide to how these costs will be split by the parties as well as how the LPP and TED funds will be allocated. The LPP and TED funds will be solely used for costs within the Trunk Highway 41 right of way. County further agrees to pay for all Project Costs for the areas generally depicted in Exhibit A shown as TH 41 Roadway, TH 41 Parking Lot Impacts and TH 41 Right of Way that are in excess of the LPP and TED funding.
2. The County agrees to pay for all Project Costs for the area generally depicted in Exhibit A shown as West CSAH 18 Roadway and West CSAH 18 Right of Way.
3. The City agrees to pay for forty-two percent (42%) of the Project Costs for the area generally depicted in Exhibit A shown as East CSAH 18 Roadway. County agrees that the City can maximize its respective use of MSAS funding on CSAH 18 within the corporate limits of the City.
4. The County agrees to pay for all Project Costs for the area generally depicted in Exhibit A shown as East CSAH 18 Parking Lot Impacts.
5. The County and City agree to evenly split right of way acquisition costs for the Project within the corporate limits of the City, as generally depicted in Exhibit A.
6. The City agrees to transfer property or grant easement rights to the County of City owned property needed for the Project at no cost to the County.

Concept and Design Phase Professional Services Costs

The County and City agree to cost share Concept and Design Phase Professional Services Costs as follows:

1. The County agrees to pay for Concept and Design Phase Professional Services Costs incurred from consultants for the Project.
2. The City agrees to pay County ten percent (10%) of the City's cost share of the Project Costs for a lump sum reimbursement to the County for Concept and Design Phase Professional Services Costs incurred by County, as depicted in Exhibit A as half of the Engineering (20% of Construction) column..

Construction Phase Professional Services Costs

The County and City agree to cost share Construction Phase Professional Services Costs as follows:

1. The County agrees to pay for Construction Phase Professional Services, if any.

Other Costs

The County and City agree to cost share Other Costs in accordance with the Carver County Cost Participation Policy (Exhibit D) and augmented by the following:

1. The City agrees to pay County ten percent (10%) of the City's cost share of the Project Costs for a lump sum reimbursement to the County for all County direct and indirect costs of staff and other incidental costs, as depicted in Exhibit A as half of the Engineering (20% of Construction) column.
2. The City agrees to not bill County for direct and indirect internal staff costs for the Project in order to support the City administration and City utility inspection of the Project for City.