

2014 STREET IMPROVEMENTS
PROJECT AGREEMENT FOR JOINT SERVICES

This Agreement is made this 3rd day of March 2014, by and between the West Lakeland Township (hereinafter referred to as "West Lakeland") and the City of Lake Elmo (hereinafter referred to as "Lake Elmo").

WHEREAS, it is the desire of the parties, and it is the purpose of this Agreement, that certain road-related services be performed or contracted by Lake Elmo on behalf of West Lakeland to reconstruct a portion of Manning Trail North located in West Lakeland Township, from the Lake Elmo City limits to 18th Street North.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the above parties hereto agree as follows:

1. Term: The term of this Agreement shall commence upon the date of execution and shall be for the duration of the one year warranty period for Lake Elmo's 2014 Street Improvement project.
2. Services. For the term of this Agreement, Lake Elmo shall provide West Lakeland with the following services in and on behalf of West Lakeland and at the direction of West Lakeland's Engineer:
 - a. Lake Elmo will provide professional engineering services to prepare Plans and Specifications and Contract documents for the 2014 Street Improvements within the City of Lake Elmo and will incorporate in said plans and specifications the reconstruction of approximately 370 feet of Manning Trail North located in West Lakeland Township, from the Lake Elmo city limits to 18th Street North.
 - b. Lake Elmo will advertisement the 2014 Street Improvements for contractor bids and may award a contract for the improvements, or a portion of the improvements as deemed in the best interests of Lake Elmo. If Lake Elmo awards a contract for Manning Trail North and West Lakeland Township agrees, the award shall include that portion in West Lakeland Township from the Lake Elmo city limits to 18th Street North.
 - c. Lake Elmo will provide professional engineering services for the construction phase of the project including construction administration of the construct, construction staking, construction observation, preparation of record drawings and the one-year warranty inspection.
3. Payments. West Lakeland shall make payments to Lake Elmo for services realted to the project or directly for services as follows:
 - a. West Lakeland will pay to Lake Elmo \$9,600 to cover three unit assessments for West Lakeland properties that access Manning Trail North in Lake Elmo, including 2155, 2231, and 2251 Manning Trail North.

- b. West Lakeland will pay Lake Elmo a fee in the amount of \$7,000 for engineering services and administration fees performed by Lake Elmo for the improvements
- c. Lake Elmo will make Contractor payments for all work completed in accordance with the Contract. West Lakeland will reimburse Lake Elmo for the work completed and paid to the contractor in accordance with the contract for the actual quantities of work performed along Manning Trail North in West Lakeland, from the Lake Elmo city limits to 18th Street North.
- d. Lake Elmo will invoice West Lakeland upon substantial completion of the project. West Lakeland will pay all amounts invoiced within 30 days of receipt of the invoice. Lake Elmo shall include with its invoices copies of the contractor's claims showing the amount charged for the work performed and materials used in West Lakeland.

4. Insurance. Lake Elmo shall require its contractor(s) to provide insurance as specified below, and West Lakeland shall be named as an additional insured on such insurance:

Comprehensive General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Auto Liability	\$1,200,000 per occurrence
Workers compensation	Statutory amount

5. Indemnification. Lake Elmo agrees to defend, indemnify and hold harmless West Lakeland, and its officials, agents and employees from and against all claims, actions, damages, losses and expenses, including attorneys fees, arising out of or resulting from Lake Elmo's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss or expense is caused in whole or in part by an alleged negligent act, omission, or willful misconduct (including, but not limited to, a claimed breach of contract made by the contractor) of Lake Elmo. Lake Elmo agrees to require, as part of its contract with the contractor used to provide the seal coating, to include West Lakeland in the contractor's indemnification obligation under the contract. West Lakeland agrees to defend, indemnify and hold harmless Lake Elmo, and its officials, agents and employees from and against all claims, actions, damages, losses and expenses, including attorneys' fees, arising out of or resulting from West Lakeland's performance of the duties required of it under this Agreement, provided that any such claim, action, damage, loss or expense is caused in whole or in part by an alleged negligent act or omission or willful misconduct of West Lakeland. This provision shall not be construed as a waiver by either party of any defenses, immunities or limitations on liability to which they are entitled, under Minnesota Statutes, Chapter 466 or otherwise. Under no circumstances shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits of liability established in Minnesota Statutes, Chapter 466, applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

6. Service Contract. This is a service contract. The parties do not intend to create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise. However, to the extent a court of competent jurisdiction may find such a relationship exists, Lake Elmo and West Lakeland shall be considered a single governmental entity as provided

in Minnesota Statutes, section 471.59, subdivision 1a for the purposes of determining total liability. The limits of liability for Lake Elmo and West Lakeland shall not be added together to determine the maximum amount of liability for either party or for any occurrence.

7. Contracting Procedure and Oversight. Lake Elmo shall be solely responsible for letting the contracts for the services to be provided hereunder in accordance with all applicable laws, rules, and regulations. The bonds obtained from the contractor for the work shall include the work to be performed in West Lakeland. Lake Elmo shall, to the extent reasonably necessary, assist West Lakeland to draw upon the performance bond as needed to complete or correct any work the contractor fails to perform in West Lakeland in accordance with the contract. West Lakeland will be responsible for inspecting the work to be performed in West Lakeland, but Lake Elmo shall be responsible for generally overseeing the contractor's performance of services in accordance with the contract.

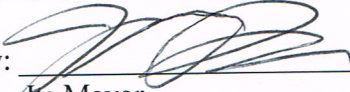
8. Miscellaneous. This Agreement is solely for the benefit of the parties hereto and no other person shall have any right, claim, or interest in it.

9. Legal Compliance. Both parties agree to comply with all applicable state, federal and local laws, rules and regulations in carrying out their respective obligations under this Agreement.

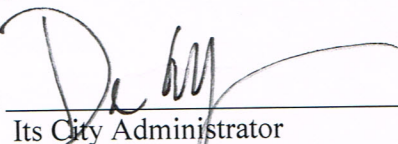
10. Entire Agreement. This Agreement represents the entire agreement between Lake Elmo and West Lakeland and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof. No amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

CITY OF LAKE ELMO

By: 
Its Mayor

2-24-14
Date

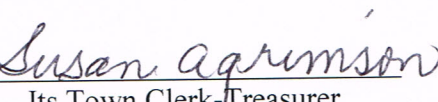
By: 
Its City Administrator

2-27-14
Date

TOWN OF WEST LAKELAND

By: 
Its Town Chairperson

3-3-14
Date

By: 
Its Town Clerk/Treasurer

3/3/14
Date