

CONSTRUCTION COOPERATION AGREEMENT

THIS CONSTRUCTION COOPERATION AGREEMENT (the "Agreement"), is entered by and between the City of Shakopee, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "City" and the Shakopee Public Utilities Commission, a municipal utility commission organized under the laws of the State of Minnesota, hereinafter referred to as "SPU."

RECITALS:

- A. Private development projects include the installation of public water infrastructure owned and operated by SPU within the City right-of-way ("SPU Facilities"). At times, the City may also install sanitary sewer or stormwater infrastructure owned and operated by the City within the City right-of-way ("City Facilities").
- B. The City has established certain requirements for infrastructure within the City right-of-way, including observing installation/construction of infrastructure to assure compliance with City and SPU requirements and construction specifications (the "Services"). The Services are required for public infrastructure, as well as and private infrastructure owned and operated by a private entity installed within the City right of way ("Private Facilities").
- C. The City and SPU desire to enter into this Agreement to set forth the terms under which the City will provide the Services for SPU Facilities

NOW, THEREFORE, IT IS HEREBY AGREED:

- 1. The recitals above are hereby incorporated and made a part of this Agreement as if they had been fully restated.
- 2. Each party shall designate a representative in writing under this Agreement to address each project involving SPU Facilities or City Facilities. The City's designated representative is Alex Jordan, City Engineer. SPU's designated representative is Joe Adams, Director of Planning/Engineering.
- 3. When the City constructs public roadways or City Facilities on private development projects within City right-of-way that also involve SPU Facilities, the parties shall abide by the following provisions:
 - a. In the planning stage of each proposed project, the parties agree to work together amicably to address any conflicts between City Facilities and SPU Facilities or Private Facilities. The City will retain final decision-making authority within the City's right-of-way; however, the City will endeavor to make reasonable decisions to best provide for the installation and long term maintenance of both City Facilities and SPU Facilities.

- b. For each proposed project, the parties shall consider the appropriate use of the Services in advance of construction. If appropriate, the designated representative of each party shall confirm in writing that the City will provide the Services for SPU Facilities according to the terms and conditions of this Agreement.
 - c. If the City wishes to use consultant(s) to provide the Services for a particular project, the City shall provide the name and resume or qualifications for approval by SPU in writing at least 4 weeks before construction begins. SPU must approve or disapprove of the consultant within 2 weeks of the City providing the qualifications. If SPU does not approve a consultant, the parties shall meet and confer to discuss alternative options.
 - d. The Services shall be provided in accordance with the most current SPU standards and specifications at the time of construction, attached as Exhibit A.
 - e. In performing the Services, the City will keep SPU fully advised of material developments in the installation/construction process, including, providing SPU with inspection reports, documents, testing results, and any other information requested by SPU within a reasonable amount of time.
 - f. SPU shall retain authority to direct the City's representative providing the Services as to SPU Facilities.
 - g. Each party will obtain approval to amend its fee schedules by 3.5% of the costs of the SPU Facilities to cover the cost of the Services relating to SPU Facilities.
 - h. Each party shall be responsible for its own acts and omissions in its performance under this Agreement. If a third party provides the Services, it shall furnish evidence of insurance in customary and acceptable levels of coverage, and shall indemnify, defend, and hold harmless the City, SPU, and their respective officials and employees.
4. For private development projects that involve SPU Facilities without City Facilities, SPU will provide the Services to assure compliance with City and SPU requirements. SPU will collect and receive fees to compensate for these Services. The City grants SPU access to the City right-of-way to provide the Services.
5. If a dispute arises between the parties as to the interpretation or performance of this Agreement, then upon written request of either party, representatives with settlement authority for each party shall meet in person and confer in good faith to resolve the dispute. If the parties are unable to resolve the dispute, they shall make every effort to settle the dispute through mediation or other alternative dispute resolution methods. If the parties are unable to resolve the dispute through these methods, either party may commence an action in Scott County District Court. This

Agreement (including recitals and exhibits hereto) constitutes the entire Agreement between the parties and, with respect to the subject matter hereof, supersedes all prior agreements and understandings, oral and written, between the parties hereto. This Agreement may not be amended except in a writing signed by both parties.

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

CITY OF SHAKOPEE

By _____
Matt Lehman, Mayor

And _____
William H. Reynolds, City Administrator

Date _____

Date _____

SHAKOPEE PUBLIC UTILITIES COMMISSION

By _____
Justin Krieg, President

And _____
Greg Drent, General Manager

Date _____

Date _____