

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF BAXTER
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>1810-120</u>	Original Amounts Encumbered
Trunk Highway Number (TH):	<u>371=019</u>	State Match Funds
State Project Number:	<u>230-080-002</u>	<u>\$480,000.00</u>
Federal Project Number:	<u>PRO 1825(040)</u>	Federal Aid Funds
		<u>\$1,920,000.00</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Baxter, acting through its City Council ("City").

Recitals

1. The City will perform grading, bituminous surfacing, landscape, storm sewer, sanitary, and water main utilities construction and other associated construction upon, along, and adjacent to Trunk Highway No. 371 at Design Road according to City-prepared plans, specifications, and special provisions designated by the City as SP 230-080-002 and by the State as SP 1810-120 (TH 371=019) ("Project"); and
2. The City requests the State participate in the costs of the grading, bituminous surfacing, landscape, storm sewer, sanitary, and water main utilities construction and the State is willing to participate in the costs of said construction and associated construction engineering as set forth in this Agreement; and
3. The State has included in the City contract grading, bituminous surfacing and storm sewer construction, and the State is willing to participate in the costs of said construction and associated construction engineering as set forth in this Agreement; and
4. MnDOT Contract Number 1052255, which has been executed between the City and the State, appoints the State as the City's agent to receive and disburse transportation related federal funds and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the City; and
5. The Federal-Aid funds available to the State for the construction contract are capped upon the award of the construction contract and will be paid to the City through the State Aid Finance Office under the Delegated Contract Process on a reimbursable basis after expenses have been incurred; and
6. The State Federal-Aid funds will be paid to the City, up to a capped amount, under the Delegated Contract Process on a reimbursable basis after expenses have been incurred, as set forth in this Agreement; and
7. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205; and
8. 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: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 9. Liability; Worker Compensation Claims; Insurance; 12. State Audits; 13. Government Data Practices; 15. Governing Law; Jurisdiction; Venue; and 17. Force Majeure.
- 1.4. **Plans, Specifications, and Special Provisions.** State-approved City plans, specifications, and special provisions designated by the City as SP 230-080-002 and by the State as SP 1810-120 (TH 371=019) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Duties of the City.** The City will perform all of its duties and obligations in MnDOT Contract No. 1052255, which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.
- 1.6. **Exhibits.** The Preliminary Schedule "I" is attached and incorporated into this Agreement.

2. Right-of-Way Use

- 2.1. **Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the Project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this Project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. **State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may notify and require the City (and its contractors and consultants) to suspend their operations until the City (and its contractors and consultants) take all necessary actions to rectify the situation to the satisfaction of the State. The State will have no liability to the City (or its contractors or consultants) for exercising or failing to exercise its rights under this provision.
- 2.3. **Traffic Control; Worker Safety.** While the City (and its contractors and consultants) are 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 City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.

- 2.4. State Ownership of Improvements.** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.
- 2.5. Utility Relocation.** The State authorizes the City to issue Notices and Orders for utility relocation in accordance with Minnesota Statutes §161.45 and Minnesota Rules Part 8810.3100 through 8810.3600.

3. Contract Award and Construction

- 3.1. Bids and Award.** The City will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. Bid Documents Furnished by the City.** The City will, within seven days of opening bids for the construction contract, submit to the State's District Engineer a copy of the low bid and an abstract of all bids together with the City's request for concurrence by the State in the award of the construction contract. The City will not award the construction contract until the State advises the City in writing of its concurrence.
- 3.3. Rejection of Bids.** The City may reject and the State may require the City to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the City will repeat the bidding process in a reasonable period of time, without cost or expense to the State.
- 3.4. Contract Terms.** The City's contract with its construction contractor(s) must include the following terms:
- A.** A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's Right-of-Way; and
 - B.** A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and
 - C.** A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.
- 3.5. Direction, Supervision, and Inspection of Construction**
- A.** The contract construction will be under the direction of the City and under the direct supervision of a registered professional engineer. The supervision provided by the City may only be assigned, sublet, or transferred after the City is notified in writing by the State that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City from its primary responsibility for satisfactory performance of the contract construction. The City will provide a City-employed registered professional engineer to oversee the contract construction, if the same consultant that designed the Project employs the engineer supervising the contract construction directly.

- B. The State will be the primary overseer of the contract construction and a State District Engineer authorized representative will perform regular periodic inspections during construction. The City will give the District Engineer at Baxter five days' notice of its intention to start the contract construction.
- C. The City will notify the Independent Assurance Inspector when the contract construction is in progress that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule. Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current *Standard Specifications for Construction*.

3.6. Contaminated Soils and Groundwater within the State's Cost Participation Limits

- A. **24 Hour Notification.** The City will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.
- B. **Immediate Notification.** The City will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The City will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Right-of-Way or import of materials onto State Right-of-Way.
- C. **Environmental Consultant.** The City will provide for an Environmental Consultant to be on site to observe and document the excavation, handling and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the City to the State, the City hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste, and provide oversight of any soil and groundwater handling and disposal. The City will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.

3.7. Completion of Construction. The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.8. Plan Changes. All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the City and its contractor for contract construction must be approved in writing by the State District Engineer's authorized representative.

3.9. State Furnished Engineering Services. Upon written request from the City, the State may furnish specific engineering or technical services, pursuant to Minnesota Statutes § 161.39. Such services may be covered by other technical services agreements. The City will pay the State to reimburse the Trunk Highway Fund for the full cost and expense of furnishing such services upon the State's requests for reimbursement. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Providing such services will not make the State a principal or co-principal with respect to liability regarding the contract construction.

3.10. Compliance with Laws, Ordinances, and Regulations

- A. The City will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the

State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.

- B. City treatment of all public, private, or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way will conform to 23 CFR 645 "Utilities" which is incorporated into this Agreement by reference.

3.11. Construction Documents Furnished by the City. The City will keep records and accounts that enable it to provide the State, when requested, with the following:

- A. Copies of the City contractor's invoice(s) covering all contract construction.
- B. Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.
- C. Copies of all construction contract change orders, supplemental agreements, and work orders.
- D. A certification form, provided by the State, signed by the City's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current *Standard Specifications for Construction*.
 - iii. Full payment by the City to its contractor for all contract construction.
- E. Copies, certified by the City's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
- F. A copy of the "As Built" plan sent to the District Engineer.

4. Right-of-Way; Easements; Permits

- 4.1. The City will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2. The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3. The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.
- 4.4. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed 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).
- 4.5. The City will submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, under Minnesota Statutes § 115.07 or Minnesota Rules 7001.1030, subpart 2C, either a permit or written waiver from that agency for that construction or reconstruction. The City is advised that under Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted

to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.

5. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 5.1. Roadways.** Maintenance of Dellwood Drive and Design Road. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices.
- 5.2. Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation, and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 5.3. Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 5.4. 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.

6. State Cost and Payment by the State

- 6.1. State Cost.** The State's cost for grading, bituminous surfacing, landscape, storm sewer, sanitary sewer, and water main utilities construction is defined in the construction plan and the attached Schedule "I" and is reflective of the Participation Distribution prepared by the Office of State Aid for Local Transportation. Upon review of the construction contract bid documents described in Article 3.2, the State will decide whether to concur in the City's award of the construction contract and, if so, 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.
 - A. Federal-Aid Funds and State Match to the Federal-Aid Funds.** \$1,920,000.00 is the Federal-Aid funded portion and \$480,000.00 is the State Match to the Federal-Aid funds of the State construction cost share and will be paid to the City through the State Aid Finance Office under the Delegated Contract Process (State Aid Manual, Chapter 5.3). The Federal-Aid funds and the State match to the Federal-Aid funds available for the State cost share are capped at total of \$2,400,000.00.
- 6.2. Limitations of State Payment; No State Payment to Contractor.** The State's participation in the contract construction is limited to the lump sum amount shown in Article 6.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the City. The City's contractor is not intended to be and will not be deemed to be a third-party beneficiary of this Agreement. The City's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the City by the City's contractor.
- 6.3. Final Payment by the State.** Upon completion of all contract construction, the State will prepare a Final Schedule "I" in conjunction with the Delegated Contract Process. The Final Schedule "I" will be based on final quantities and include all State participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the State participation construction exceeds the amount of funds advanced by the State, the State will pay the difference to the City without interest. If the

final cost of the State participation construction is less than the amount of funds advanced by the State, the City will refund the difference to the State without interest.

The State and the City 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, Saint Paul, MN 55155
Telephone: (651) 366-4634
Email: malaki.ruranika@state.mn.us

7.2. The City's Authorized Representative will be:

Name, Title: Trevor Walter, City Engineer (or successor)
Address: 13190 Memorywood Drive, Baxter, MN 56425
Telephone: (218) 454-5100
Email: TWalter@baxtermn.gov

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 City from contracting with a third-party to perform City 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 City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. Liability; Worker Compensation Claims; Insurance

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 City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the Project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).

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

9.3. The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

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. Title VI/Non-discrimination Assurances

The City agrees to comply with all applicable USDOT Standard Title VI/Non-Discrimination Assurances contained in USDOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in this Agreement, the City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

12. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City'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.

13. Government Data Practices

The City 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 City 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 City or the State.

14. Telecommunications Certification

By signing this Agreement, the City certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the City will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City will include this certification as a flow down clause in any contract related to this Agreement.

15. 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.

16. Termination; Suspension

16.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

16.2. 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 payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

16.3. Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

17. 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.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: 3000803894

CITY OF BAXTER

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: _____

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. 1056570

City of Baxter

SP 1810-120 (TH 371=019)

Preliminary: April 15, 2025

SP 230-080-002

Fed. Proj. PRO 1825(040)

Grading, bituminous surfacing, landscape, storm sewer, sanitary sewer, and water main utilities

City contract with _____

located on TH 371 at Design Road

STATE COST PARTICIPATION

	TOTALS	No Federal Aid	State Match	Federal Aid
			20 Percent	80 Percent
SP 1810-120 Work Items (From Sheet No. 5)			480,000.00	1,920,000.00
Construction Subtotals		\$0.00	\$480,000.00	\$1,920,000.00
Anticipated Total State Construction Costs	\$2,400,000.00			
(1) Total State Obligation	\$2,400,000.00			
Total State Encumbrance	\$2,400,000.00			

(1) Total State Obligation is capped at \$2,400,000.00 as described Article 6

(1) 100% FEDERAL PROTECT/STATE MATCH (capped), then 100% FEDERAL PROTECT/CITY MATCH, balance 100% CITY

1056570

(P) = PLAN QUANTITY

ITEM NUMBER	SP 1810-120; SP 230-080-002 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.97	158,700.00	153,939.00
2101.502	GRUBBING	EACH	2.00	316.25	632.50
2104.502	REMOVE CASTING	EACH	10.00	258.75	2,587.50
2104.502	SALVAGE CASTING	EACH	2.00	230.00	460.00
2104.502	REMOVE LIGHT FOUNDATION	EACH	2.00	575.00	1,150.00
2104.502	REMOVE SIGN	EACH	7.00	34.50	241.50
2104.502	SALVAGE SIGN	EACH	3.00	28.75	86.25
2104.502	SALVAGE SIGN TYPE SPECIAL (911)	EACH	5.00	23.00	115.00
2104.502	REMOVE GATE VALVE AND BOX	EACH	3.00	460.00	1,380.00
2104.502	REMOVE CURB STOP & BOX	EACH	6.00	517.50	3,105.00
2104.502	REMOVE SANITARY CLEANOUT	EACH	1.00	402.50	402.50
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	9.00	1,058.00	9,522.00
2104.502	REMOVE MANHOLE	EACH	4.00	1,190.25	4,761.00
2104.502	SALVAGE LIGHTING UNIT	EACH	2.00	1,150.00	2,300.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	431.00	25.30	10,904.30
2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	651.00	23.00	14,973.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	50.00	9.20	460.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1,227.00	6.33	7,760.78
2104.503	REMOVE WATER MAIN	LIN FT	123.00	34.50	4,243.50
2104.503	REMOVE CURB AND GUTTER	LIN FT	2,696.00	5.18	13,951.80
2104.503	REMOVE CURB	LIN FT	115.00	5.18	595.13
2104.503	REMOVE SANITARY SERVICE PIPE	LIN FT	320.00	19.55	6,256.00
2104.503	REMOVE WATER SERVICE PIPE	LIN FT	247.00	21.85	5,396.95
2104.503	SALVAGE FENCE (6' CHAIN LINK)	LIN FT	80.00	57.50	4,600.00
2104.504	REMOVE CONCRETE PAVEMENT (DEPTH VARIES) (NO REINF.)	SQ YD	325.00	11.50	3,737.50
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	1,776.00	5.75	10,212.00
2104.504	REMOVE BITUMINOUS PAVEMENT (DEPTH VARIES)	SQ YD	5,922.00	6.90	40,861.80
2106.507	EXCAVATION - COMMON	CU YD	1,234.00	17.25	21,286.50
2106.507	COMMON EMBANKMENT (CV)	CU YD	493.00	17.25	8,504.25
2106.601	DEWATERING	LUMP SUM	1.00	115,000.00	115,000.00
2130.523	WATER	MGALLON	9.00	172.50	1,552.50
2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	1,132.00	40.25	45,563.00
2301.504	CONCRETE PAVEMENT 8"	SQ YD	48.00	132.25	6,348.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	647.00	109.25	70,684.75

(1) 100% FEDERAL PROTECT/STATE MATCH (capped), then 100% FEDERAL PROTECT/CITY MATCH, balance 100% CITY

1056570

(P) = PLAN QUANTITY

ITEM NUMBER	SP 1810-120; SP 230-080-002 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2360.509	TYPE SP 12.5 NON WEARING COURSE MIX (3,B)	TON	647.00	97.75	63,244.25
2360.609	TYPE SP 9.5 WEARING COURSE MIX (3,C) SPECIAL	TON	647.00	115.00	74,405.00
2501.602	REMOVE BULKHEAD	EACH	1.00	1,150.00	1,150.00
2502.503	15" RC PIPE DRAIN CLASS V	LIN FT	153.00	126.50	19,354.50
2503.503	18" RC PIPE SEWER CLASS V	LIN FT	47.00	138.00	6,486.00
2503.503	36" RC PIPE SEWER CLASS V	LIN FT	140.00	373.75	52,325.00
2503.503	42" RC PIPE SEWER CLASS V	LIN FT	22.00	517.50	11,385.00
2503.503	60" RC PIPE SEWER CLASS V	LIN FT	1,440.00	632.50	910,800.00
2503.503	60" RC PIPE SEWER DESIGN 3006 CLASS V - JACKED	LIN FT	144.00	2,587.50	372,600.00
2503.601	TRACING WIRE SYSTEM (SANITARY)	LUMP SUM	1.00	23,000.00	23,000.00
2503.602	CONNECT TO EXISTING SANITARTY SEWER	EACH	4.00	1,150.00	4,600.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	4.00	1,150.00	4,600.00
2503.602	CONNECT TO EXSITING SANITARY SEWER SERVICE	EACH	7.00	575.00	4,025.00
2503.602	CONSTRUCT BULKHEAD	EACH	1.00	1,725.00	1,725.00
2503.602	6" CLEAN-OUT ASSEMBLY	EACH	11.00	632.50	6,957.50
2503.602	6" PVC WYE	EACH	4.00	517.50	2,070.00
2503.602	8"X6" PVC WYE	EACH	5.00	546.25	2,731.25
2503.602	10"X6" PVC WYE	EACH	4.00	575.00	2,300.00
2503.603	CLEAN AND VIDEO TAPE STORM PIPE SEWER	LIN FT	2,107.00	5.75	12,115.25
2503.603	CLEAN AND VIDEO TAPE EXISTING PIPE SEWER	LIN FT	1,688.00	3.45	5,823.60
2503.603	CLEAN AND VIDEO TAPE PROPOSED PIPE SEWER	LIN FT	862.00	3.45	2,973.90
2503.603	8" PVC PIPE SEWER	LIN FT	810.00	80.50	65,205.00
2503.603	10" PVC PIPE SEWER	LIN FT	36.00	115.00	4,140.00
2503.603	6" PVC SANITARY SERVICE PIPE	LIN FT	559.00	57.50	32,142.50
2503.601	TRACING WIRE SYSTEM (WATER)	LUMP SUM	1.00	6,612.50	6,612.50
2503.604	2" INSULATION	SQ YD	76.00	57.50	4,370.00
2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1.00	5,750.00	5,750.00
2504.602	CONNECT TO EXISTING WATERMAIN	EACH	7.00	1,150.00	8,050.00
2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	6.00	862.50	5,175.00
2504.602	6" GATE VALVE & BOX	EACH	2.00	3,220.00	6,440.00
2504.602	10" GATE VALVE & BOX	EACH	3.00	5,980.00	17,940.00
2504.602	1 1/2" CORPORATION STOP	EACH	6.00	92.58	555.45
2504.602	1 1/2" CURB STOP & BOX	EACH	6.00	661.25	3,967.50
2504.603	1 1/2" TYPE PE PIPE	LIN FT	261.00	105.80	27,613.80

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1056570

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ITEM NUMBER	SP 1810-120; SP 230-080-002 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2504.603	10" PVC WATERMAIN	LIN FT	140.00	132.25	18,515.00
2504.608	DUCTILE IRON FITTINGS	POUND	3,410.00	10.35	35,293.50
2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	EACH	3.00	9,200.00	27,600.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	9.00	690.00	6,210.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	15.80	1,725.00	27,255.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	41.40	1,725.00	71,415.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-4020	LIN FT	28.50	1,380.00	39,330.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 120-4020	LIN FT	36.10	5,175.00	186,817.50
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	22.50	2,990.00	67,275.00
2506.502	CASTING ASSEMBLY	EACH	26.00	891.25	23,172.50
2506.502	INSTALL CASTING	EACH	2.00	287.50	575.00
2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (7'X7')	EACH	2.00	40,250.00	80,500.00
2506.602	ADJUST FRAME AND RING CASTING	EACH	2.00	690.00	1,380.00
2506.603	SANITARY MANHOLE EXCESS DEPTH	LIN FT	7.00	1,150.00	8,050.00
2531.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	1,687.00	27.60	46,561.20
2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	642.00	24.15	15,504.30
2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	2,376.00	26.45	62,845.20
2531.503	CONCRETE CURB AND GUTTER DESIGN S518	LIN FT	37.00	25.30	936.10
2531.504	CONCRETE MEDIAN	SQ YD	29.00	138.00	4,002.00
2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	265.00	115.00	30,475.00
2540.602	MAIL BOX SUPPORT	EACH	4.00	126.50	506.00
2545.602	RECONSTRUCT LIGHT FOUNDATION	EACH	2.00	2,300.00	4,600.00
2545.602	INSTALL LIGHTING UNIT	EACH	2.00	2,300.00	4,600.00
2557.603	INSTALL FENCE	LIN FT	80.00	115.00	9,200.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.97	5,750.00	5,577.50
2564.502	INSTALL SIGN PANEL TYPE SPECIAL	EACH	5.00	57.50	287.50
2564.518	SIGN TYPE C	SQ FT	50.00	66.13	3,306.25
2564.602	INSTALL SIGN	EACH	9.00	57.50	517.50
2571.502	CONIFEROUS TREE 6' HT B&B	EACH	7.00	1,150.00	8,050.00
2571.502	DECIDUOUS TREE 6' HT B&B	EACH	7.00	925.75	6,480.25
2573.502	STORM DRAIN INLET PROTECTION	EACH	20.00	575.00	11,500.00
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00	5,750.00	5,750.00
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	748.00	9.20	6,881.60
2574.505	SOIL BED PREPARATION	ACRE	0.86	517.50	445.05

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CITY OF BAXTER

RESOLUTION

IT IS RESOLVED that the City of Baxter enter into MnDOT Agreement No. 1056570 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the grading, bituminous surfacing, landscape, storm sewer, sanitary sewer, water main utilities construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 371 at Design Road within the corporate City limits of Baxter under State Project No. 1810-120.

IT IS FURTHER RESOLVED that the Mayor 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 Council of the City of Baxter at an authorized meeting held on the _____ day of _____, 2025, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2025

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)