

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

<b>State Project Number (S.P.):</b>	<u>1805-84</u>	<b>Original Amounts Encumbered</b>
<b>Trunk Highway Number (T.H.):</b>	<u>210=002</u>	<b>State Funds</b>
<b>State Project Number (S.P.):</b>	<u>230-107-003</u>	<b><u>\$1,534,716.17</u></b>
<b>State Aid Project Number (S.A.P.):</b>	<u>230-121-001</u>	
<b>Federal Project Number:</b>	<u>STBG 1822(215)</u>	
<b>Lighting System Feed Point No.:</b>	<u>"A"</u>	
<b>Signal System ID:</b>	<u>4359688</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, signal system, lighting, and ADA improvement construction and other associated construction upon, along, and adjacent to Trunk Highway No. 210 from 2,400 feet east of Highland Scenic Road (County State Aid Highway (C.S.A.H.) No. 48) to 3,200 feet west of Elder Drive, and upon, along, and adjacent to Knollwood Drive from 60 feet north of Foley Road to 10 feet south of Fairview Road, and upon, along, and adjacent to Inglewood Drive from 60 north of Foley Road to 100 feet north of Fairview Road according to City-prepared plans, specifications, and special provisions designated by the City as State Project No. 230-107-003 and by the State as State Project No. 1805-84 (T.H. 210=002) ("Project"); and
2. The City requests the State participate in the costs of the grading, bituminous surfacing, signal system, lighting, and ADA improvement 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 reduced conflict intersection ("RCI") construction in the City contract, 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. Agreement No. 1049793 will address the City's Federal-Aid funded force account railroad crossing construction ("Force Account"); and
5. The State will pay the City's Federal-Aid match for the railroad Force Account construction performed under Agreement No. 1049793; and
6. MnDOT Contract Number 1029918 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
7. The City has received Federal-Aid funds and will make those available to the State for the State portion of the contract. The Federal-Aid funds and the State's Federal-Aid match 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

8. The Project has been determined to be eligible for the expenditure of Federal-Aid funds and is programmed in the federally approved STIP for the fiscal year 2023 and the project is identified in MnDOT records as State Project No. 230-107-003, and in Federal Highway Administration ("FHWA") records as Minnesota Project STBG 1822(215); and
9. The City desires to proceed with the construction of the project in advance of the year it is programmed for the Federal-Aid funds; and
10. It is permissible under Federal Highway Administration procedures to perform advance construction of eligible projects with non-federal funds, with the intent to request federal funding for the federally eligible costs in a subsequent federal fiscal year, if sufficient funding and obligation authority are available; and
11. The City desires to temporarily provide City State Aid and/or other local funds in lieu of the federal funds so that the project may proceed prior to the fiscal year designated in the STIP; and
12. The State funds will be paid to the City, up to identified capped amounts, as set forth in this Agreement; and
13. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205; and
14. 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; 12. Liability; Worker Compensation Claims; Insurance; 15. State Audits; 16. Government Data Practices; 18. Governing Law; Jurisdiction; Venue; and 20. Force Majeure. The terms and conditions set forth in Article 6. Signal System and EVP System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.
- 1.4. **Plans, Specifications, and Special Provisions.** State approved City plans, specifications, and special provisions designated by the City as State Project No. 230-107-003 and by the State as State Project No. 1805-84 (T.H. 210=002) 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. 1029918, which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.
- 1.6. **Exhibits.** 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 7 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.

#### 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. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 5.2. **Trail.** Maintenance of any trail construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the trail in a safe and usable condition.
- 5.3. **Lighting.** The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate Lighting System "A".
- 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. Signal System and EVP System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and EVP System on T.H. 210 at Inglewood Drive.

**6.1. City Responsibilities.**

- A. Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, Enforcement Lights, and Interconnect.
- B. Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
- i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
  - ii. Replace the Signal System LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
  - iii. Replace the LED lamps in enforcement lights.
  - iv. Clean the Signal System controller cabinet and service cabinet exteriors.
  - v. Clean the Signal System and luminaire mast arm extensions.
  - vi. Paint and maintain the pedestrian crosswalk markings.

**6.2. State Responsibilities.**

- A. Interconnect; Timing; Other Maintenance.** The State will maintain the interconnect, if any, signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. Battery Backup and Replacement Batteries.** Perform all tasks associated with battery replacement for the battery backup system, which includes battery purchase, installation, and disposal, and maintain the remainder of the battery backup system.
- C. EVP System Operation.** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:
- i. All maintenance of the EVP System must be done by State forces.
  - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
  - iii. Malfunction of the EVP System must be reported to the State immediately.
  - iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
  - v. All timing of the EVP System will be determined by the State.

- 6.3. Right-of-Way Access.** Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

**6.4. Related Agreements.** This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 77489, dated June 19, 1998, and Agreement No. 80363, dated January 24, 2001, between the parties, for the intersection of T.H. 210 at Knollwood Drive.

## **7. Duties of the City and State**

### **7.1. Duties of the City.**

- A.** The City will let a contract and construct the Project in accordance with Agency Agreement No. 1029918. Payment provisions for federally eligible costs will be as stated herein.
- B.** It is estimated that the anticipated federal funding will be \$162,220.00 for Federal Fiscal Year 2022 and \$441,680.00 for Federal Fiscal Year 2023 for a total amount of **\$603,900.00**. The City will pay their remaining share.
- C.** The City will pay any part of their share of the cost or expense of the Project that is not paid by federal funds.
- D.** Request for reimbursement of the City Federal-Aid share of the federally eligible costs can be made anytime after the work is completed, however payment may not be made until after October 1, 2022 (FY-23). It could be earlier if funding and obligation authority are available (subject to the Area Transportation Partnership (ATP) policy).
- E.** If the project is converted to federal funding before completion and final acceptance, requests for reimbursement will occur as partial estimates in accordance with Agency Agreement No. 1029918.

### **7.2. Duties of the State, With Respect to the Federal Funds.**

- A.** The State will make the necessary requests to the FHWA for authorization to use federal funds for the Project and designation as an Advance Construction Project.
- B.** The State will request the conversion of the Project to federal funding of eligible costs, when funding and obligation authority are available.
- C.** At such time that the project is converted to federal funding and such funding is received by the State, the State will reimburse to the City the Federal-Aid share of the federally eligible costs, previously provided by the City. Reimbursement for City State Aid funds used in lieu of federal funds, will be deposited in the City's State Aid Account. Reimbursement for other City funds used in lieu of federal funds will be forwarded to the City.

## **8. State Cost and Payment by the State**

- 8.1. State Cost.** The State's cost for grading, bituminous surfacing, signal system, lighting, ADA improvement, and RCI construction less State Furnished Materials cost is defined in the construction plan and the attached Schedule "I".
- 8.2. Construction Engineering Costs.** The State will pay a construction engineering charge equal to 8 percent of the total State participation construction covered under this Agreement up to the capped amounts described herein.
- 8.3. State Match to the City Federal-Aid Funds.** **\$150,975.00** is the estimated available State Match to the City 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 State Match to the City Federal-Aid funds is included in the capped amount covered in Article 8.4.



- 8.4. State Participation Construction.** The State will participate in the following at the percentages indicated. The construction includes the State's proportionate share of item costs for mobilization and traffic control. State funds are **capped at \$1,100,000.00** for the construction, associated construction engineering, State and City Furnished Materials, and the Federal Aid Match covered under Article 8.4.A, Article 8.4.C and Article 8.4.D, Article 8.5, Article 8.6, and Article 8.7.
- A.** 100 Percent will be the State's rate of cost participation in all of the Inglewood and Knollwood construction up to the **capped** amount. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 and No. 3 of the Preliminary Schedule "I". Federal-Aid funds will be applied at rate of 80 percent up to the **capped amount of \$603,900.00** for all federally eligible construction. The State's match to Federal-Aid funds will be paid via the Delegated Contract Process (State Aid Manual, Chapter 5.3) up to the **capped** amount.
  - B.** 100 Percent will be the State's rate of cost participation in all of the RCI at Knollwood construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 4 through No. 6 of the Preliminary Schedule "I".
  - C.** 100 Percent will be the State's rate of cost participation in all of the Inglewood railroad crossing construction up to the capped amount. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 7 through No. 8 of the Preliminary Schedule "I". Federal-Aid funds will be applied at rate of 80 percent up to the **capped amount of \$603,900.00** for all federally eligible construction. The State's match to Federal-Aid funds will be paid via the Delegated Contract Process (State Aid Manual, Chapter 5.3) up to the **capped** amount.
  - D.** 50 Percent will be the State's rate of cost participation in all of the signal system construction up to the **capped** amount. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 9 of the Preliminary Schedule "I".
- 8.5. Force Account Match.** Agreement No. 1049793 will address the City's Federal-Aid funded Force Account railroad crossing construction. Federal-Aid funds will be applied at a rate of 80 percent up to the **capped amount of \$603,900.00** for all federally eligible construction. The State will pay the 20 percent Federal-Aid Match for the eligible railroad crossing construction up to the capped amount. State funds are **capped** as indicated in Article 8.4. State funds for the Federal-Aid Force Account Match will be paid via the Delegated Contract Process (State Aid Manual, Chapter 5.3).
- 8.6. State Furnished Materials.** The State will furnish a cabinet, railroad preemption equipment, and fiber ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal system covered under this Agreement. The City's lump sum share for State Furnished Materials is **\$20,153.68**. The State's lump sum share for State Furnished Materials is **\$20,153.69**. The City's and State's cost shares for State Furnished Materials (total cost) will be deducted from the State's total construction cost share as shown in the Schedule "I". The State's lump sum cost share will be added to the State's total cost participation as tabulated on Sheet No. 10 and summarized on Sheet No. 1 of the Preliminary Schedule "I". State funds are **capped** as indicated in Article 8.4.
- 8.7. Addenda, Change Orders, Supplemental Agreements, and Work Orders.** The State will share in the costs of construction contract addenda, change orders, supplemental agreements, and work orders that are necessary to complete the State participation construction covered under this Agreement and are approved in writing by the State District Engineer's authorized representative.
- 8.8. Liquidated Damages.** All liquidated damages assessed the City's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total

construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

**9. State Cost. \$1,534,716.17** is the State's estimated share of the costs of the contract construction (less State Furnished Materials cost) which includes the construction engineering cost share and a contingency amount as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. 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 unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement. The contingency amount is provided to cover overruns of the plans estimated quantities of State participation construction, construction contract unit price adjustments, and State approved additional construction including construction engineering costs.

**9.1. Conditions of Payment.** The State will pay the City the State's total estimated construction cost share, which does not include the construction engineering cost share, Federal-Aid match paid via Delegated Contract Process, Force Account match, or the contingency amount ("State Advance Payment"), as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Encumbrance by the State of the State's total estimated construction cost share, the construction engineering cost share, and the contingency amount, as shown in the Revised Schedule "I".
- B. Approval by the State's Land Management Director at St. Paul of certified documentation, submitted by the City, for all right-of-way and easement acquisitions required for the contract construction.
- C. Execution of this Agreement and transmittal to the City, including a letter advising of the State's concurrence in the award of the construction contract.
- D. The State's receipt of a written request from the City for the advancement of funds. The request will include certification by the City that all necessary parties have executed the construction contract.

**9.2. Limitations of State Payment; No State Payment to Contractor.** The State's participation in the contract construction is limited to the State participation construction shown in Article 9.1, 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.

**9.3. Construction Costs Exceeding Encumbered Amount.** Whenever it appears the cost of the State participation construction covered under this Agreement is about to exceed the current amount of encumbered State funds, the City will notify the State District Engineer's authorized representative in writing prior to performance of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to complete the State participation construction including construction engineering costs and the reason(s) why the current amount encumbered will be exceeded. The State will, upon its approval of the additional State participation construction, encumber the necessary additional funds. That action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

Should the City cause the performance of additional contract construction which would otherwise qualify for State participation construction covered under this Agreement, but for which the State has not previously encumbered funds, that additional contract construction is done at the City's own risk. The City

will notify the State District Engineer's authorized representative in writing of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to cover the additional State participation construction including construction engineering costs and the reason(s) why the current amount encumbered was exceeded. If the State District Engineer's authorized representative approves the additional State participation construction, the City's claim for compensation along with a request for encumbrance of the necessary additional funds will be submitted to the State's Budget Section for review of compliance with Minnesota Statutes § 16A.15, subdivision 3, but no guarantee is made that the claim will be approved by the State's Budget Section. If the claim for compensation and the request for encumbrance of the necessary additional funds are approved by the State's Budget Section, that action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

**9.4. *Records Keeping and Invoicing by the City.*** The State will provide the City with a Payment Processing Package containing a Modified Schedule "I" form, instructions, and samples of documents for processing final payment of the State participation construction covered under this Agreement.

The City will keep records and accounts that enable it to provide the State with the following prior to final payment:

- A. A copy of the Modified Schedule "I" which includes final quantities of State participation construction.
- B. Copies of the City contractor's invoice(s) covering all contract construction.
- C. 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.
- D. Copies of all construction contract change orders, supplemental agreements, and work orders.
- E. A certification form, attached to a copy of the Final Schedule "I", both provided by the State. The certification form will be 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.
- F. When requested, copies certified by the City's Engineer, of material sampling reports and material testing results for the materials furnished for the contract construction.
- G. A copy of the "as built" plan sent to the District Engineer.
- H. A formal invoice (original and signed) in the amount due the City as shown in the Final Schedule "I".

**9.5. *Final Payment by the State.*** Upon completion of all contract construction, the State will prepare a Final Schedule "I" according to the procedures detailed in the Payment Processing Package and the Delegated Contract Process, and submit a copy to the City. 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.

## 10. 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.

### 10.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
Telephone: (651) 366-4634  
E-Mail: malaki.ruranika@state.mn.us

### 10.2. 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  
E-Mail: twalter@baxtermn.com

## 11. Assignment; Amendments; Waiver; Contract Complete

**11.1. 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.

**11.2. 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.

**11.3. 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.

**11.4. 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.

## 12. Liability; Worker Compensation Claims; Insurance

**12.1.** 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 attorneys 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).

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

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

### **13. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

### **14. Title VI/Non-discrimination Assurances**

The City agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT 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](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). 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.

### **15. 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.

### **16. 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.

### **17. 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.

### **18. 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.

**19. Termination; Suspension**

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

**19.2. *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.

**19.3. *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.

**20. 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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MnDOT Contract No.: 1049387

**STATE ENCUMBRANCE VERIFICATION**

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

Signed: Jessica Zielinski Digitally signed by Jessica Zielinski  
Date: 2022.07.22 11:27:31 -05'00'

SWIFT Purchase Order: 3000641323

**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: [Signature]

Title: Mayor

Date: 7-14-2022

By: [Signature]

Title: Public Works Director

Date: 7-14-22

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: Mike Ginnaty Digitally signed by Mike Ginnaty  
Date: 2022.07.22 11:08:44 -05'00'  
(District Engineer)

Date: \_\_\_\_\_

Approved: Tom Styrbicki Digitally signed by Tom Styrbicki  
Date: 2022.07.28 13:06:10 -05'00'

By: \_\_\_\_\_  
(State Design Engineer)

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: Kim Bastyr DocuSigned by:  
B72FA63ADE494B5...  
(With Delegated Authority)

Date: 8/17/2022

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

Payable DCP and State encumbering and paying TH portion (Cooperative Agreements)

**PRELIMINARY SCHEDULE "I"**

**Agreement No. 1049387**

**City of Baxter**

S.P. 1805-84 (T.H. 210=002); S.A.P. 230-107-003

Fed. Proj. STBG 1822(215)

Preliminary: May 6, 2022

Grading, bituminous surfacing, signal system, lighting, and ADA improvement construction performed under

City contract with \_\_\_\_\_

located on Trunk Highway No. 210 from 2,400 feet east of Highland Scenic Road (C.S.A.H. 48) to 3,200 feet west of Elder Drive

and on Knollwood Drive from 60 feet north of Foley Road to 10 feet south of Fairview Road

and on Inglewood Drive from 60 north of Foley Road to 100 feet north of Fairview Road

**STATE COST PARTICIPATION**

**TOTALS**

RCI - Knollwood (From Sheet No. 6)	477,158.25
RCI Subtotal	\$477,158.25
Construction Engineering (8%)	38,172.66
RCI Total	\$515,330.91
Inglewood/Knollwood (From Sheet No. 3)	310,901.25
(1) Inglewood Railroad Crossing (From Sheet No. 8)	288,196.90
Signal System (From Sheet No. 9)	160,533.50
Subtotal	\$759,631.65
Construction Engineering (8%)	60,770.53
State Furnished Materials (State Cost)	20,153.69
(1) Force Account Match (Force Account Agreement 1049793)	111,635.40
(2) Total (capped at \$1,100,000.00)	\$952,191.27
State Furnished Materials (Total Cost)	(40,307.37)
Total State Cost	\$1,427,214.81
(3) Contingency Amount	\$107,501.36
Encumbered Amount	\$1,534,716.17

(1) Paid via Delegated Contract Process (DCP) as described in Article 8.4.C, and Article 8.5 of the Agreement (estimated amount)

(2) Capped State Funds as described in Article 8 of the Agreement

(3) For the State's use only as described in Article 9 of the Agreement

**STATE ADVANCE PAYMENT**

(4) Total State Cost minus CE and DCP Payments	\$928,439.32
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(4) State Advance Payment as described in Article 9.1 of the Agreement (estimated amount)



(1) 100% STATE (capped), THEN 80% FEDERAL/20% STATE (capped), BALANCE CITY

1049387

(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 1805-84 INGLEWOOD/KNOLLWOOD WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2011.601	AS BUILT	LUMP SUM	0.50	10,000.00	5,000.00
2021.501	MOBILIZATION	LUMP SUM	0.28	95,000.00	26,600.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	130.00	1.00	130.00
2102.518	PAVEMENT MARKING REMOVAL	SQ FT	48.00	4.00	192.00
2104.502	REMOVE CONCRETE APRON	EACH	2.00	500.00	1,000.00
2104.502	REMOVE DELINEATOR / MARKER	EACH	2.00	20.00	40.00
2104.502	REMOVE SIGN	EACH	13.00	42.00	546.00
2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	1.00	60.00	60.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	450.00	7.40	3,330.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1,813.00	2.50	4,532.50
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	128.00	9.00	1,152.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	484.00	4.00	1,936.00
2104.504	REMOVE CONCRETE MEDIAN	SQ YD	330.00	6.00	1,980.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	2,474.00	2.00	4,948.00
2104.518	REMOVE BITUMINOUS WALK	SQ FT	2,221.00	1.00	2,221.00
2104.518	REMOVE CONCRETE WALK	SQ FT	1,599.00	1.00	1,599.00
2104.601	HAUL SALVAGED MATERIAL	LUMP SUM	1.00	7,500.00	7,500.00
2106.507	EXCAVATION - COMMON	CU YD	3,376.00	9.00	30,384.00
2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	1,144.00	20.00	22,880.00
2106.507	COMMON EMBANKMENT (CV)	CU YD	972.00	12.00	11,664.00
2211.507	AGGREGATE BASE (CV) CLASS 6	CU YD	256.00	32.00	8,192.00
2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	173.00	82.00	14,186.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	347.00	88.00	30,536.00
2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	9.00	75.00	675.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	1,200.00	1,200.00
2506.502	CASTING ASSEMBLY	EACH	1.00	950.00	950.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	2.60	550.00	1,430.00
2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	1.00	22.00	22.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B424	LIN FT	435.00	32.00	13,920.00
2531.504	CONCRETE MEDIAN	SQ YD	28.00	125.00	3,500.00
2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	0.30	5,000.00	1,500.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.28	55,000.00	15,400.00
2564.602	INSTALL SIGN TYPE SPECIAL	EACH	1.00	330.00	330.00
2564.602	DELINEATOR / MARKER PANEL	EACH	2.00	110.00	220.00

(1) 100% STATE (capped), THEN 80% FEDERAL/20% STATE (capped), BALANCE CITY

1049387

(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 1805-84 INGLEWOOD/KNOLLWOOD WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2564.618	SIGN	SQ FT	178.00	120.00	21,360.00
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	0.30	5,000.00	1,500.00
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	0.30	7,500.00	2,250.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	3.00	150.00	450.00
2573.503	SILT FENCE; TYPE MS	LIN FT	122.00	3.00	366.00
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	24.00	10.00	240.00
2574.505	SUBSOILING	ACRE	1.30	500.00	650.00
2574.505	SOIL BED PREPARATION	ACRE	1.30	500.00	650.00
2574.508	FERTILIZER TYPE 3	POUND	281.00	2.50	702.50
2574.509	LIME	TON	2.80	200.00	560.00
2575.504	RAPID STABILIZATION METHOD 4	SQ YD	872.00	5.00	4,360.00
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	875.00	2.00	1,750.00
2575.505	SEEDING	ACRE	1.30	250.00	325.00
2575.505	MOWING	ACRE	2.60	200.00	520.00
2575.505	WEED SPRAYING	ACRE	0.70	300.00	210.00
2575.506	WEED SPRAY MIXTURE	GALLON	0.30	100.00	30.00
2575.508	SEED MIXTURE 25-121	POUND	53.00	5.00	265.00
2575.508	SEED MIXTURE 25-131	POUND	51.00	5.00	255.00
2575.508	SEED MIXTURE 35-221	POUND	7.00	20.00	140.00
2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	4,771.00	2.00	9,542.00
2575.523	RAPID STABILIZATION METHOD 3	M GALLON	15.00	650.00	9,750.00
2581.503	REMOVABLE PREFORMED PAVEMENT MARKING TAPE WR	LIN FT	4,220.00	2.00	8,440.00
2581.603	REMOVABLE PREFORMED PLASTIC MASK (BLACK)	LIN FT	400.00	1.75	700.00
2582.503	24" SOLID LINE MULTI-COMPONENT	LIN FT	280.00	14.00	3,920.00
2582.503	4" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	1,990.00	0.65	1,293.50
2582.503	6" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	545.00	1.00	545.00
2582.503	4" DOTTED LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	395.00	0.65	256.75
2582.518	PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN	SQ FT	295.00	45.00	13,275.00
2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	SQ FT	570.00	12.00	6,840.00
				<b>TOTAL</b>	<b>\$310,901.25</b>
		<b>(4) 100% STATE</b>	<b>\$310,901.25</b>	(capped)	
		100% FEDERAL	\$0.00		
		80% STBG	\$0.00	(capped)	
		20% STATE MATCH	\$0.00	(capped)	
		BALANCE CITY	\$0.00		

(2) 100% STATE  
(P) = PLAN QUANTITY

1049387

ITEM NUMBER	S.P. 1805-84 RCI - KNOLLWOOD WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2011.601	AS BUILT	LUMP SUM	0.50	10,000.00	5,000.00
2021.501	MOBILIZATION	LUMP SUM	0.28	95,000.00	26,600.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	480.00	1.00	480.00
2102.518	PAVEMENT MARKING REMOVAL	SQ FT	200.00	4.00	800.00
2104.502	REMOVE CONCRETE APRON	EACH	3.00	500.00	1,500.00
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	1.00	800.00	800.00
2104.502	REMOVE DELINEATOR / MARKER	EACH	2.00	20.00	40.00
2104.502	REMOVE SIGN	EACH	11.00	42.00	462.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	545.00	7.40	4,033.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	2,188.00	2.50	5,470.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	175.00	9.00	1,575.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	161.00	4.00	644.00
2104.504	REMOVE CONCRETE MEDIAN	SQ YD	847.00	6.00	5,082.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	2,173.00	2.00	4,346.00
2104.518	REMOVE BITUMINOUS WALK	SQ FT	1,133.00	1.00	1,133.00
2104.518	REMOVE CONCRETE WALK	SQ FT	293.00	1.00	293.00
2106.507	EXCAVATION - COMMON	CU YD	952.00	9.00	8,568.00
2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	726.00	20.00	14,520.00
2106.507	COMMON EMBANKMENT (CV)	CU YD	230.00	12.00	2,760.00
2211.507	AGGREGATE BASE (CV) CLASS 6	CU YD	349.00	32.00	11,168.00
2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	246.00	82.00	20,172.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	399.00	88.00	35,112.00
2451.507	FINE AGGREGATE BEDDING (CV)	CU YD	56.00	35.00	1,960.00
2501.502	18" RC SAFETY APRON	EACH	2.00	1,200.00	2,400.00
2501.503	18" RC PIPE CULVERT DESIGN 3006 CLASS III	LIN FT	83.00	90.00	7,470.00
2506.502	ADJUST FRAME AND RING CASTING	EACH	1.00	500.00	500.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	223.00	32.00	7,136.00
2531.504	CONCRETE MEDIAN	SQ YD	964.00	125.00	120,500.00
2545.502	LIGHTING UNIT TYPE 9-40	EACH	10.00	4,500.00	45,000.00
2545.502	LIGHT FOUNDATION DESIGN E	EACH	10.00	1,500.00	15,000.00
2545.502	SERVICE CABINET -TYPE L1	EACH	1.00	7,500.00	7,500.00
2545.502	EQUIPMENT PAD B	EACH	1.00	4,410.00	4,410.00
2545.503	2" NON-METALLIC CONDUIT	LIN FT	190.00	10.00	1,900.00
2545.503	2" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	LIN FT	95.00	17.50	1,662.50

(2) 100% STATE  
(P) = PLAN QUANTITY

1049387

ITEM NUMBER	S.P. 1805-84 RCI - KNOLLWOOD WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2545.503	CULVERT END CONTROLS	LIN FT	240.00	15.00	3,600.00
2545.503	3" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	LIN FT	115.00	25.00	2,875.00
2545.503	UNDERGROUND WIRE 1/C 2 AWG	LIN FT	150.00	2.50	375.00
2545.503	DIRECT BURIED LIGHTING CABLE 4/C 4 AWG	LIN FT	2,175.00	12.00	26,100.00
2554.602	GUIDE POST TYPE SPECIAL	EACH	2.00	120.00	240.00
2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	0.30	5,000.00	1,500.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.28	55,000.00	15,400.00
2564.602	DELINEATOR / MARKER PANEL	EACH	3.00	110.00	330.00
2564.618	SIGN	SQ FT	209.00	120.00	25,080.00
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	0.30	5,000.00	1,500.00
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	0.30	7,500.00	2,250.00
2573.502	CULVERT END CONTROLS	EACH	1.00	375.00	375.00
2573.503	SILT FENCE; TYPE MS	LIN FT	734.00	3.00	2,202.00
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	36.00	10.00	360.00
2574.505	SUBSOILING	ACRE	0.30	500.00	150.00
2574.505	SOIL BED PREPARATION	ACRE	0.30	500.00	150.00
2574.508	FERTILIZER TYPE 3	POUND	26.00	2.50	65.00
2574.509	LIME	TON	0.50	200.00	100.00
2575.504	RAPID STABILIZATION METHOD 4	SQ YD	209.00	5.00	1,045.00
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	209.00	2.00	418.00
2575.505	SEEDING	ACRE	0.30	250.00	75.00
2575.505	MOWING	ACRE	0.60	200.00	120.00
2575.505	WEED SPRAYING	ACRE	0.30	300.00	90.00
2575.506	WEED SPRAY MIXTURE	GALLON	0.20	100.00	20.00
2575.508	SEED MIXTURE 25-121	POUND	12.00	5.00	60.00
2575.508	SEED MIXTURE 35-221	POUND	4.00	20.00	80.00
2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	385.00	2.00	770.00
2575.523	RAPID STABILIZATION METHOD 3	M GALLON	2.00	650.00	1,300.00
2581.503	REMOVABLE PREFORMED PAVEMENT MARKING TAPE WR	LIN FT	5,405.00	2.00	10,810.00
2581.603	REMOVABLE PREFORMED PLASTIC MASK (BLACK)	LIN FT	540.00	1.75	945.00
2582.503	4" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	3,535.00	0.65	2,297.75
2582.503	6" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	3,195.00	1.00	3,195.00
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(3) 80% FEDERAL/20% STATE (capped), THEN 100% STATE (capped), BALANCE 100% CITY

1049387

(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 1805-84, S.P. 230-107-003 INGLEWOOD RAILROAD CROSSING WORK ITEMS	UNIT	QUANTITY	UNIT PRICE	COST (3)
2021.501	MOBILIZATION	LUMP SUM	0.19	95,000.00	18,050.00
2104.502	REMOVE SIGN	EACH	5.00	42.00	210.00
2106.507	EXCAVATION - COMMON	CU YD	413.00	9.00	3,717.00
2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	591.00	20.00	11,820.00
2106.507	COMMON EMBANKMENT (CV)	CU YD	3,891.00	12.00	46,692.00
2118.507	AGGREGATE SURFACING (CV) CLASS 2	CU YD	52.00	80.00	4,160.00
2211.507	AGGREGATE BASE (CV) CLASS 6	CU YD	315.00	32.00	10,080.00
2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	157.00	82.00	12,874.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	118.00	88.00	10,384.00
2501.502	15" RC PIPE APRON	EACH	3.00	1,100.00	3,300.00
2501.502	18" RC SAFETY APRON	EACH	1.00	1,200.00	1,200.00
2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	321.00	80.00	25,680.00
2503.503	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	49.00	95.00	4,655.00
2506.502	CASTING ASSEMBLY	EACH	5.00	950.00	4,750.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	3.30	750.00	2,475.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	19.90	650.00	12,935.00
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	43.40	2.50	108.50
2511.507	RANDOM RIPRAP CLASS III	CU YD	5.50	125.00	687.50
2521.518	6" CONCRETE WALK	SQ FT	1,833.00	24.00	43,992.00
2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	64.00	22.00	1,408.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	460.00	42.00	19,320.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B812	LIN FT	373.00	32.00	11,936.00
2531.504	CONCRETE MEDIAN	SQ YD	134.00	125.00	16,750.00
2531.618	TRUNCATED DOMES	SQ FT	142.00	50.00	7,100.00
2554.602	GUIDE POST TYPE SPECIAL	EACH	4.00	120.00	480.00
2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	0.20	5,000.00	1,000.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.19	55,000.00	10,450.00
2564.602	DELINEATOR / MARKER PANEL	EACH	2.00	110.00	220.00
2564.618	SIGN	SQ FT	77.00	120.00	9,240.00
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	0.20	5,000.00	1,000.00
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	0.20	7,500.00	1,500.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	5.00	150.00	750.00
2573.502	CULVERT END CONTROLS	EACH	2.00	375.00	750.00
2573.503	SILT FENCE; TYPE MS	LIN FT	402.00	3.00	1,206.00

(3) 80% FEDERAL/20% STATE (capped), THEN 100% STATE (capped), BALANCE 100% CITY

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(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 1805-84 INGLEWOOD RAILROAD CROSSING WORK ITEMS	UNIT	QUANTITY	UNIT PRICE	COST (3)
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	48.00	10.00	480.00
2574.505	SUBSOILING	ACRE	0.50	500.00	250.00
2574.505	SOIL BED PREPARATION	ACRE	0.50	500.00	250.00
2574.508	FERTILIZER TYPE 3	POUND	105.00	2.50	262.50
2574.509	LIME	TON	0.90	200.00	180.00
2575.504	RAPID STABILIZATION METHOD 4	SQ YD	256.00	5.00	1,280.00
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	255.00	2.00	510.00
2575.505	SEEDING	ACRE	0.50	250.00	125.00
2575.505	MOWING	ACRE	1.00	200.00	200.00
2575.505	WEED SPRAYING	ACRE	0.30	300.00	90.00
2575.506	WEED SPRAY MIXTURE	GALLON	0.20	100.00	20.00
2575.508	SEED MIXTURE 25-121	POUND	30.00	5.00	150.00
2575.508	SEED MIXTURE 25-131	POUND	7.00	5.00	35.00
2575.508	SEED MIXTURE 35-221	POUND	3.00	20.00	60.00
2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	1,993.00	2.00	3,986.00
2575.523	RAPID STABILIZATION METHOD 3	M GALLON	7.00	650.00	4,550.00
2582.503	24" SOLID LINE MULTI-COMPONENT	LIN FT	55.00	14.00	770.00
2582.503	4" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	400.00	0.65	260.00
2582.518	PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN	SQ FT	62.00	45.00	2,790.00
				<b>TOTAL</b>	<b>\$317,128.50</b>
		(3) 100% FEDERAL	\$36,164.50	(capped)	
		80% STBG	\$28,931.60	(capped)	
		20% STATE	\$7,232.90	(capped)	
		100% STATE	\$280,964.00	(capped)	
		BALANCE CITY	\$0.00		







**CITY OF BAXTER MINNESOTA  
RESOLUTION 2022-019**

**RESOLUTION TO ENTER INTO THE COST SHARE AGREEMENT WITH MNDOT FOR THE  
2022-TH 210/INGLEWOOD DRIVE ROAD IMPROVEMENT PROJECT**

IT IS RESOLVED that the City of Baxter enter into MnDOT Agreement No. 1049387 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for shared payment between parties, pursuant to Minnesota Statutes Section 161.36, of the project's costs of the traffic signal and RR crossing construction, and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 210 from 2,400' E of Highland Scenic Road (CSAH 48) to 3200' W of Elder Drive within the corporate City limits under State Project No. 1805-84 and Federal number of S.P. 230-107-003.

IT IS FURTHER RESOLVED that the Mayor (Darrel Olson) and the City Public Works Director (Trevor Walter) are authorized to execute the Agreement and any amendments to the Agreement.

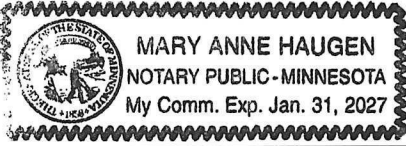
**CERTIFICATION**

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 1st day of March, 2022, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this  
1st day of March, 2022

Notary Public Mary Anne Haugen

My Commission Expires Jan. 31, 2027



CITY OF BAXTER, MINNESOTA

Darrel Olson  
Darrel Olson  
Mayor

ATTEST:

Kelly Steele  
Kelly Steele  
Assistant City Administrator/Clerk