AGREEMENT NO	1059392				
USDOTNO 067282F					
STATE PROJECT 4210-61					
Railroad flagging services for roadway construction Project on TH 68 (W. Main St.), Marshall, Lyon County, MN					
BNSF Railway Company					
Standard Encroachment Agreement					

THIS AGREEMENT is made and entered into by and between BNSF RAILWAY COMPANY, (Company), the CITY OF MARSHALL (Local Agency), and the STATE OF MINNESOTA through its COMMISSIONER OF TRANSPORTATION, (State),

RECITALS:

The State has prepared plans, specifications and special provisions for the construction of S.P.
 4210-61 (the Project) a crossing surface replacement and drainage improvement Project on TH 68 (W. Main St.), Marshall, Lyon County MN.

2. The Project's plans, specifications and special provisions together with the MnDOT Standard Specifications for Construction, 2020 Edition on file with the State, constitute the specifications for the Project.

3. The State and Company have entered into MnDOT Agreement #1059178 allocating costs for the crossing surface replacement. The State and Company shall coordinate the Project work during this crossing surface replacement.

4. The State and Local Agency have entered into MnDOT Agreement #90606-R outlining maintenance responsibilities for the storm sewer facilities that the Project will be modifying.

5. In order to accommodate the Project, it will be necessary for the Company to provide railroad flagging services for construction purposes, and if necessary to accommodate construction, remove and replace the median signal mast, and the Company is willing to do so under the terms and conditions set forth in this Agreement.

6. The State, pursuant to Minnesota Statute Section 161.20 is authorized to enter into an agreement with the Company for the work.

CONTRACT:

1. EXHIBITS

1.1 The State's "Standard Clauses for Railroad-Highway Agreements" (Standard Clauses), is attached and incorporated as Exhibit "A". Except as expressly modified, all of the terms and conditions set forth in the Standard Clauses are incorporated into this Agreement.

1.2 Exhibit "B", the location print and Exhibit "C", the final approved planset, are attached and incorporated into this Agreement.

1.3 Exhibit "D", the special provisions, is attached for purposes of identification. The State will incorporate Exhibit "D" into the Special Provisions of the State's contract with each contractor who will be performing the Project construction. Exhibit "D" amends or supplements the MnDOT Standard Specifications for Construction, 2020 Edition, § 1407, § 1505, §1708 and § 1717. Those sections govern contractual requirements for MnDOT highway contractors when performing road/bridge work at or near operating rail lines. The Standard Specifications for Construction are incorporated into every MnDOT agreement for road/bridge work and are specifically amended or supplemented by Exhibit "D".

1.4 Exhibit "E", the Local Agency Resolution is attached and incorporated into this Agreement.

2. WORK TO BE PERFORMED BY THE COMPANY

2.1 At the request of the State, subsequent to the execution of this Agreement and at the Company's cost, the Company will provide all flagging services required in connection with the Project. The location of the Project is as shown on the print attached hereto, marked Exhibit "B". As used herein, "flagging" refers to flagging for the protection of the Company's employees, operations, property, facilities, and equipment (and the employees, operations, property, facilities, and equipment of other railroads that are using the Company's tracks with the Company's permission), and the protection of MnDOT employees and its contractor personnel while on Company's property.

2.2 This Agreement is effective upon the date the State obtains all signatures as required by Minnesota Statutes Section 16C.05, Subdivision 2. Any work by the Company prior to the effective date of this Agreement is not reimbursable.

2.3 The Daily Utility Report provided for in Article 7a of the Standard Clauses will not be required if the construction work is expected to last 10 working days or less.

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3. ENVIRONMENTAL AND MISCELLANEOUS

3.1 In addition to the Special Provisions set forth in Exhibit "D" as described in Section 1.3 above, the contract or contracts between the State and its contractor or contractors for the construction of the Project must contain Specifications 1407 (Final Cleanup), 1701 (Laws to be Observed), 1712.4 (General Liability) and 1717 (Air, Land and Water Pollution) of the MnDOT Standard Specifications for Construction, 2020 Edition or, in the event MnDOT Standard Specifications for Construction are no longer in effect, specifications substantially similar to such Specifications. The following will also apply to such contracts:

3.1.1 As used in Sections 1407 (Final Cleanup), 1505 (Cooperation by Contractors), 1708 (Railroad-Highway Provisions), and 1717 (Air, Land, and Water Pollution) of the MnDOT Standard Specifications for Construction, 2020 Edition, the terms "Railway," "Railroad," "BNSF," and "Company" mean BNSF Railway Company.

3.1.2 The State will modify Specification 1407 (Final Cleanup) of the MnDOT Standard Specifications for Construction, 2020 Edition to read as follows:

1407

Final Cleanup

Before final acceptance, the Contractor shall remove from the Right of Way and from other ground occupied in connection with the work all surplus and discarded materials, equipment, rubbish, and temporary structures. The Contractor shall leave all parts of the work, including borrow pits, in a condition acceptable to the Engineer. The Contractor will consider the cost of final cleanup as incidental to other items. BNSF's property shall be left in a condition at least equal to that existing before the work was started, as determined by the Engineer and BNSF after consultation.

3.1.3 The State will modify Specification 1717 (Air, Land, and Water Pollution) of the MnDOT Standard Specifications for Construction, 2020 Edition by adding the following:

1717.3

Additional BNSF Requirements

A. As used in this subsection 1717.3:

The terms "hazardous waste", "pollutant", and "contaminant" will have the meaning given to such terms in the Resource Conservation and Recovery Act ("RCRA"), Minnesota Statutes Chapters 115A and 116, and the regulations promulgated under RCRA and Minnesota Statutes Chapters 115A and 116. The term "Environmental Laws" means all federal and State of Minnesota statutes, regulations, codes, and rules applicable to the contractor's work and pertaining in any way to the

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protection of human health or the environment, including, but not limited to, RCRA, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, Minnesota Statutes Chapters 115A and 116, and the Minnesota Environmental Response and Liability Act ("MERLA"). The term "Environmental Laws" also includes any lawful order of a federal or State of Minnesota department, agency, or court acting pursuant to applicable Environmental Laws. The term "Hazardous Substance" means (1) hazardous waste (as defined above) and (2) any and every other hazardous, toxic, radioactive, or infectious substance, material, or waste as defined in, listed in, or regulated under any Environmental Law, including, but not limited to, petroleum oil and any of its fractions. The terms "release" and "threatened release" have the meaning given to them in CERCLA and MERLA.

- **B.** The contractor and its employees, agents, and subcontractors shall not:
 - (1) Treat, store or dispose of any hazardous waste, pollutant, or contaminant in such a way as to subject it to permitting requirements for a treatment, storage, or disposal facility under the RCRA or other applicable Environmental laws; or
 - (2) Knowingly or negligently cause, contribute to, or exacerbate the release of any Hazardous Substance, Pollutant, or Contaminant on BNSF's property or any public right of way traversing BNSF's property.

C. If the contractor (or any of its employees, agents, or subcontractors) discovers any Hazardous Substance, Pollutant, or Contaminant including but not limited to any non-containerized commodity or material, on BNSF's property or any public right of way traversing BNSF's property while performing the work under this contract, the contractor shall immediately notify BNSF's Resource Operations Center at (800) 832-5452 of such discovery and shall take the actions set forth in subsections 1717.1 and 1717.2. In addition, if such discovery occurs, the contractor will take safeguards necessary to protect its employees, subcontractors, agents, and/or third parties, and exercise due care with respect to the Hazardous Substance, including the taking of all appropriate measures to minimize the impact of the release of such Hazardous Substance, Pollutant, or Contaminant.

3.2 To the extent stockpiling on Company property is feasible and agreeable to Company, prior to the start of construction, the State's Project engineer will contact the Company's Manager of Public Projects or their designee to determine the general area(s) where stockpiles can be placed during construction. Stockpile locations will be determined based on construction staging and access constraints. Approval of

stockpile general area(s) shall not be unreasonably withheld by the Company. The State's Project engineer will limit the construction contractor's stockpiling activities to the general area(s) pre-approved by both State and Company. The Company will not be notified during the construction Project of individual stockpile placement, location, or re-location within the pre-approved general area(s).

3.3 The State's Project engineer will contact the Company no later than 36 hours prior to the start of excavation activities in known or suspected contaminated area(s) on the Company's property.

3.4 The mere fact that the State or its contractor performs work on or about BNSF's property (including work on any public right of way traversing BNSF's property) shall not, in and of itself, make the State or its contractor a "responsible person" with respect to any "hazardous substance", "pollutant", or "contaminant" (as such quoted terms are defined in CERCLA and MERLA) found on such property except to the extent that: (1) the State or its contractor, through some act, omission or neglect, caused, contributed to, or exacerbated the "release" or "threatened release" of any such "hazardous substance, pollutant, or contaminant on or from such property; or (2) the Environmental Laws otherwise make the State or its contractor a "Responsible Person" with respect to the release or threatened release of such hazardous substance, pollutant, or contaminant. Notwithstanding the foregoing, nothing in this Agreement will be construed to preclude the State's contractor from asserting that it is a "contractor" for the purposes of Minnesota Statutes section 115B.03 (subd. 10).

3.5 The State acknowledges that in the course of performing the work required to complete the Project on the Company's property, there is a possibility of encountering a hazardous substance, pollutant, or contaminant. The State further acknowledges that encountering such hazardous substance, pollutant, or contaminant-may result in the State being required to perform "clean-up" actions in order to comply with applicable Environmental Laws. These clean-up actions may include, without limitation, excavating, treating, and disposing of such materials and contaminated soils, and constructing barriers to prevent the spread of pollutants and contaminants. The State further acknowledges that "but for" the construction of the State's Project, such clean-up actions may not have become necessary. It is the intent of the parties that the State will, through its contract with its contractor or otherwise, be responsible for performing such clean-up actions as are required to complete the State's Project in accordance with the Environmental Laws. The State will not be required to perform any clean-up of a hazardous substance, pollutant, or contaminant on the Company's property that is not directly necessitated by the State's Project or which the State is not otherwise responsible pursuant to this Agreement, and, to the extent the State is required (by the lawful order of a court or government agency) to perform any such additional work, that neither the State nor the Company waives any right they may have to seek contribution for such additional work.

The State shall give the Company prompt and reasonable notice of any such additional work. The Company has the right, but not the obligation, to conduct such additional work.

3.6 All soils and materials removed by the State from Company's property or right-of-way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility at the State's expense, in accordance with all Environmental Laws. The Company shall not be responsible as or named "generator" of any soils, materials, or other wastes removed from the property by or disposed of by the State or its contractor.

4. MODIFICATIONS OF STANDARD CLAUSES (EXHIBIT "A")

In addition to the revisions in Exhibit "A" itself, the following clauses of the "STANDARD CLAUSES" are modified as follows in the context of this Agreement:

6. **ELIGIBILITY OF COSTS -** deleted in its entirety.

8. **REIMBURSEMENT** - deleted in its entirety.

10. COST SHARING - deleted in its entirety.

12. OVERRUN OF ESTIMATED COSTS WITH NO WORK CHANGES - deleted in its entirety.

13. STATE AUDITS - deleted in its entirety

16. DISADVANTAGED BUSINESS ENTERPRISE – deleted in its entirety, as there are no federal funds being used.

18. PLAN REVIEW (BRIDGE) – deleted in its entirety, as there is no bridge work on this Project.

5. MAINTENANCE

5.1 LOCAL AGENCY - Upon completion of the drainage work outlined in Exhibit C, and as outlined in Article VI, Section D, first paragraph of MnDOT Agreement 90606-R, which provision is incorporated by reference herein, the Local Agency, at its own cost and expense, will maintain the entire drainage system as modified by the Project. Nothing contained herein shall be construed to relieve either the Local Agency, State, or the Company of common law or statutory liability, if any, for any damages to the drainage system, resulting from their respective operations.

The Remainder of this page has been intentionally left blank.

COMPANY

Company certifies that the appropriate person(s) <u>have</u> executed the contract on behalf of Company as required by applicable articles, bylaws or resolutions.—Docusigned by:

Signed: Richard Scott

Title: Assistant Director Public Projects

Date:^{March 20, 2025}

COMMISSIONER OF TRANSPORTATION

(as delegated)

Signed:

Title: Manager, Rail safety and Coordination Section

Date:_____

COMMISSIONER	OF	ADMINISTRATION
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Signed:_____

Date:_____

LOCAL AGENCY

Local Agency certifies that the appropriate person(s) <u>have</u> executed the contract on behalf of Local Agency as required by applicable articles, bylaws or resolutions.

Signed:_____

Title:_____

Date:_____

Signed:_____

Title:_____

Date:

EXHIBIT "A"

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD CLAUSES FOR RAILROAD-HIGHWAY AGREEMENTS

1. EFFECTIVE DATE

This Agreement will become effective upon the date State obtains all signatures required by Minnesota Statutes Section 16C.05 (Subd. 2).

2. CANCELLATION

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 Company. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Company 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 the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Company notice of the lack of funding within a reasonable time of the State's receiving that notice.

3. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, will be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

4. COMMISSIONER'S OFFICIAL CAPACITY

The Commissioner of Transportation of the State of Minnesota is acting in an official capacity only and is not personally responsible or liable to the Company or to any person or persons whomsoever for any claims, damages, actions, or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance or completion of the Project.

5. DATA DISCLOSURE

Under Minnesota Statutes Section 270C.65, and other applicable law, the Company consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Company to file state tax returns and pay delinquent state tax liabilities, if any.

6. ELIGIBILITY OF COSTS [INTENTIONALLY DELETED.]

7. WORK REPORTS

The Company will furnish the State's Engineer in charge of the Project:

a. "Form 21191, Minnesota Department of Transportation, Daily Utility Report", or equivalent approved by the State's engineer showing the number of people on payroll, classification, and total hours worked, and equipment used, at a time mutually agreed upon by the Company and the State.

EXHIBIT "A" - Page 1 of 5

b. Full detailed information as to progress of work and amount of labor and material used as of the time of request.

The Company will, make other reports, keep other records and perform other work in such manner a time as may be necessary to enable State to collect and obtain available federal aid.

8. REIMBURSEMENT

[INTENTIONALLY DELETED.]

9. WORKERS' COMPENSATION

The Company certifies that it is in compliance with workers' compensation insurance coverage required by Minnesota Law, or Federal Law if the Company is subject to Federal Law which preempts the Minnesota Law. The Company will require its contractors to present proof of coverage under the Minnesota Workers Compensation Act. The Company's employees and agents will not be considered State employees. Any claims arising under workers' compensation laws and any claims made by a third party as a consequence of the acts or omissions of the Company, its agents, employees or contractors are in no way the responsibility of the State.

10. COST-SHARING

[INTENTIONALLY DELETED.]

11. INSPECTION, STANDARDS OF PERFORMANCE

The Company, and Local Agency if applicable, will permit the State to inspect and approve the work performed under this Agreement during the regular working hours of the Company without prior notice. The State may refuse to approve any and all work performed under this Agreement for failure to comply with applicable standards for work of that type. If the State fails to approve the work performed under this Agreement, the State may refuse to make any further payments under this Agreement until the work at issue is performed in accordance with acceptable standards for work of this type and said work is approved by the State.

The Company, and Local Agency if applicable, warrants that it will perform all work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue. Should the work fail to be performed in a timely manner or in accordance with applicable standards, the State may immediately suspend further payments under this Agreement and the Company must repay all funds expended on unsatisfactory work.

12. OVERRUN OF ESTIMATED COSTS WITH NO WORK CHANGES [INTENTIONALLY DELETED.]

13. STATE AUDITS

[INTENTIONALLY DELETED.]

14. DATA PRACTICES

Government Data Practices. Company and State must comply with the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, but only to the extent that it applies to all data provided by State under this Agreement, and only to the extent that it applies to all data created, collected, received, stored, used, maintained or disseminated by Company under this Agreement. The civil remedies of Minnesota Statutes Section §13.08 apply to the release of the data governed by the Minnesota Government Data Practices Act by either Company or the State.

If Company receives a request to release the data referred to in this Clause, Company must immediately notify State. State will give Company instructions concerning the release of the data to the requesting party before the data is released.

15. NONDISCRIMINATION

If and only to the extent the laws and regulations set forth in "Appendix A" attached hereto and made a part hereof apply to the Company's work and services under this Agreement, then when the Company enters into a contract with a contractor to perform all or any portion of the Company's work set forth in this Agreement, the Company for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all of the nondiscrimination provisions in this Agreement and as set forth in "Appendix A". Notwithstanding the foregoing, the State acknowledges that the Company is not a contractor, subcontractor, or agent of the State in the Company's work and services on the Project. Moreover, nothing herein is intended to waive, nor shall it waive, the preemptive effect of federal law as to the Company.

16. DISADVANTAGED BUSINESS ENTERPRISE

[INTENTIONALLY DELETED.]

17. AMENDMENTS, WAIVER, MERGER, AND COUNTERPARTS

Any amendments to this Agreement must be in writing and executed by the same parties who executed the original Agreement, or their successors in office. Failure of a party to enforce any provision of this Agreement will not constitute or be construed as, a waiver of such provision or of the right to enforce such provision. This Agreement contains all prior negotiations and agreements between the Company and the State. No other understandings, whether written or oral, regarding the subject matter of this Agreement will be deemed to exist or to bind either or both of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

18. PLAN REVIEW (BRIDGE)

[INTENTIONALLY DELETED.]

19. CONTRACT LETTING

The State agrees to let a contract pursuant to law for the construction of the highway Project referred to in this Agreement, in accordance with said plans and specifications referred to in this Agreement.

20. COMPLIANCE WITH PLANS & SPECIFICATIONS

The State agrees that all work performed by the State on the right-of-way of the Company shall be performed and completed in accordance with said plans and specifications in a manner satisfactory to the Chief Engineer of the Company, or his or her authorized representative. The State agrees that any contract let by it, for the performance of any construction work contemplated by this Agreement, will require the contractor to comply with all of the provisions relating to work on railroad right-of-way contained in MnDOT Standard Specifications for Construction, 2020 Edition, to furnish to the Company a Railroad Protective Liability Insurance Policy and to carry regular Contractor's Public Liability and Property Damage Insurance, both as specified in the Federal-Aid Policy Guide, Chapter 1, Subchapter G, Part 646, Subpart A, and having limits of liability, as specified in the specifications and special provisions referred to in this Agreement; <u>provided that</u> if the Company's risk manager requires additional or different insurance coverages or amounts, then any such State contractor must comply with the Company's requirements. The Railroad Protective Liability Policy and evidence of the Contractor's Public Liability and Protective Liability Policy and evidence of the Contractor's Public Liability and Protective Liability Policy and evidence of the Contractor's Public Liability and Protective Liability Policy and evidence of the Contractor's Public Liability and Property Damage Insurance, executed by an insurer qualified to write such policies in the State of Minnesota, must be delivered to the Company prior to the entry upon or use of the Company's property by the contractor.

21. PLAN CHANGES

The State reserves the right to make such changes in the plans or character of the work, as the work under the contract progresses, as will, in the Commissioner of Transportation's judgment, be reasonably necessary to cause the agreed highway Project to be in all things constructed and completed in a satisfactory manner, and to that end, and as supplemental to any contract let for the construction of said Project, to enter into any supplemental agreement with the contractor for the performance of any extra work or work occasioned by any necessary, advantageous or desirable change in the plans. Any such changes in plan or the character or work, involving the Company's facilities or property, will be subject to the assent of the Company.

22. LEGAL RIGHTS

The State will pay up to the limit of the amount encumbered by State, the entire cost of the work to be performed under the contract to be let by the State, including the State's supervision of the contract work, provided, however:

- (1) that nothing herein contained will prevent the State from pursuing and enforcing any of its common-law and statutory rights, which it may have against any tortfeasor, including any contractor and the Company except that nothing herein is intended to or shall waive the preemptive effect of federal law as to the Company.
- (2) that when the Company has liability or obligation to the United States or the State for any portion of the railway-highway Project, the Company will pay its share of the railway-highway Project in the manner and to the extent set forth elsewhere in the Agreement.

23. CONSTRUCTION DELAY

In the event that the State does not enter into a contract for construction of the Project contemplated by this Agreement on or before a day 12 months after the effective date of this Agreement, then either party may, at any time thereafter, serve notice of cancellation upon the other party, by registered mail, and this Agreement will immediately be canceled; provided, however, that the Company will be reimbursed in full by the State for all reimbursable costs incurred after this Agreement is effective and prior to the cancellation.

The remainder of this page intentionally blank.

APPENDIX A

Non-Discrimination Provisions of Title VI of the Civil Rights Act of 1964

Subject to the disclaimers set forth in Section 15 of the Agreement above, during the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) **Compliance with Regulations:** The Contractor will comply with Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Federal Highway Administration (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C".
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligation under this contract and the Regulations relative to discrimination on the ground of race, color or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for noncompliance:** In the event of contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



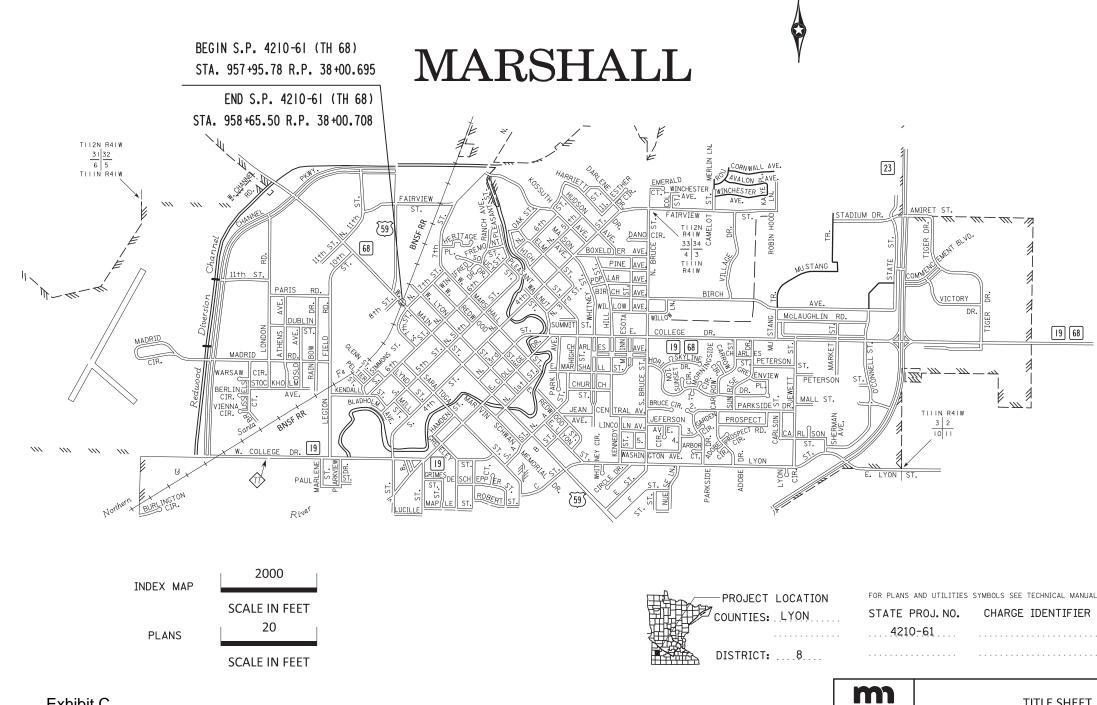
Exhibit C

MINNESOTA DEPARTMENT OF TRANSPORTATION

CONSTRUCTION PLAN FOR NEGOTIATED CONSTRUCTION CONTRACT FOR CONCRETE PAVEMENT AND STORM SEWER AT BNSF RAILROAD CROSSING

LOCATED ON TH 68 IN THE CITY OF MARSHALL FROM 99.0 FT SE OF 8TH ST TO 137.8 FT NW OF 7TH ST

STATE PROJ. NO. 4	210-61 (TH	68)
GROSS LENGTH 69.9	. FEET 0.013	. MILES
BRIDGES-LENGTH	. FEET	MILES
EXCEPTIONS-LENGTH	FEET	. MILES
NET LENGTH 69.9	FEET 0.013	. MILES
REF. POINT 38+00.695 TO	REF.POINT 38+	00.708



DEPARTMENT OF TRANSPORTATION

		CAATS	NO. 10590)47				
	GOVERNING SPECIFICATIONS THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.							
			INDEX					
		2 ESTI 3 STAN CON 4-5 TABI 6 EXIS 7-8 TYPI 9 DESI 10-16 STAN 17 REM 18 CON 19 CON 20 DRA 21-22 DRA AND	E SHEET MATED QUANTI NDARD PLATES STRUCTION NO JLATIONS TING UTILITY PL CAL SECTIONS GN DETAILS NDARD PLANS OVAL PLAN STRUCTION PL/ CRETE PAVING INAGE PLAN INAGE TABULAT PROFILES SION CONTROL	& TES .AN PLAN TIONS				
		THIS PLAN (CONTAINS.2	8.SHEETS				
e technical manual E IDENTIFIER	I HEREBY CERTIFY THAT TH SUPERVISION AND THAT I LAWS OF THE STATE OF MI PRINT NAME: <u>WIPHA</u> DATE: <u>3-10-202</u> DESIGN SQUAD: <u>TM</u>	am a duly licensed pro nnesota. WI S.P. BRUA 5 SIGNATURE:	DFESSIONAL ENGINEE		<i>i</i> i Brua			
		STATE PROJ. NO.	4210-61	SHEET NO.	1			
TITLE SHEET		TRUNK HWY.	(TH 68=68)	TOTAL SHEETS	23			

	STATEMENT OF ESTIMATED QUANTITIES (A)							
TAB LETTER	ITEM N		DESCRIPTION		UNIT	TOTAL ESTIMATED QUANTITIES		
		2021.501	MOBILIZATION		LUMP SUM	1		
		2051.501	MAINT AND RESTORATION OF HAUL ROADS		LUMP SUM	1		
Н	21	2104.502	REMOVE MANHOLE	(4)	EACH	1		
Н	21	2104.502	REMOVE DROP INLET	(5)	EACH	1		
В	4	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)		LIN FT	92		
В	4	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)		LIN FT	50		
Н	21	2104.503	REMOVE PIPE DRAIN		LIN FT	63		
С	4	2104.503	REMOVE CURB AND GUTTER		LIN FT	86		
D	4	2104.504	REMOVE CONCRETE PAVEMENT	(6)	SQ YD	105		
D	4	2104.504	REMOVE BITUMINOUS PAVEMENT		SQ YD	129		
С	4	2104.518	REMOVE CONCRETE WALK		SQ FT	485		
А	4	2106.507	EXCAVATION - COMMON		CU YD	49		
А	4	2105.507	SELECT GRANULAR EMBANKMENT (CV)		CU YD	10		
А	4	2106.507	COMMON EMBANKMENT (CV)		CU YD	46		
А	4	2106.607	EXCAVATION SPECIAL		CU YD	74		
А	4	2106.607	HAUL AND STOCKPILE CONTAMINATED SOIL	(1)	CU YD	74		
А	4	2106.609	HAUL AND DISPOSE OF CONTAMINATED SOIL		TON	119		
E. F	4.5	2211.509	AGGREGATE BASE CLASS 5		TON	48		
, ı	4,5	2211.505	AGGREGATE BASE CLASS 5		TON	40		
F	5	2301.504	CONCRETE PAVEMENT 7.0"		SQ YD	108		
F	5	2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT		POUND	784		
F	5	2301.602	DRILL AND GROUT DOWEL BAR (EPOXY COATED)		EACH	72		
F	5	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B) (SPWEB340B)	(2)	TON	32		

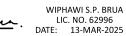
	STATEMENT OF ESTIMATED QUANTITIES (A)								
TAB LETTER	SHEET NO.	ITEM NO. DESCRIPTION		NOTES	UNIT	TOTAL ESTIMATED QUANTITIES			
Н	21	2451.507	FINE FILTER AGGREGATE (CV)		CU YD	10			
Н	21	2451.507	FINE AGGREGATE BEDDING (CV)		CU YD	10			
Н	21	2502.503	4" PERF TP PIPE DRAIN		LIN FT	138			
Н	21	2502.602	4" PVC PIPE DRAIN CLEANOUT		EACH	2			
Н	21	2503.503	INSTALL PIPE SEWER	(3)(4)	LIN FT	32			
Н	21	2503.602	CONNECT TO EXISTING STORM SEWER		EACH	2			
I	21	2506.502	INSTALL CASTING	(4) (5)	EACH	3			
Н	21	2506.602	INSTALL CATCH BASIN	(4)(5)	EACH	1			
Н	21	2506.602	INSTALL MANHOLE	(4)(5)	EACH	2			
E	5	2521.518	6" CONCRETE WALK		SQ FT	484			
E	5	2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)		EACH	29			
E	5	2531.503	CONCRETE CURB AND GUTTER DESIGN B424		LIN FT	35			
Е	5	2531.503	CONCRETE CURB AND GUTTER DESIGN B436		LIN FT	14			
Е	5	2531.503	CONCRETE CURB AND GUTTER DESIGN B624		LIN FT	67			
Е	5	2531.618	TRUNCATED DOMES		SQ FT	24			
		2562.604				1			
		2563.601	TRAFFIC CONTROL		LUMP SUM	1			
G	5	2573.502	STORM DRAIN INLET PROTECTION		EACH	5			
G	5	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST		LIN FT	158			
G	5	2573.503	SEDIMENT CONTROL LOG TYPE ROCK		LIN FT	107			

STATEMENT OF ESTIMATED QUANTITIES NOTES

- PROVISIONS.
- (2) TACK COAT SHALL BE APPLIED AS PER SPEC. 2357 (INCIDENTAL).
- DESIGN 3006.
- (5) DRAINAGE STRUCTURES AND CASTING ASSEMBLIES SUPPLIED BY MN DOT.
- (6) 41 SQ YD INCLUDES BITUMINOUS OVERLAY 0" TO 1.5"
- PLAN ARE FOR CONVENIENCE OF THE CONTRACTOR TO QUOTE ON THE PROJECT.

-2025 13-MAR-. PLOTTED/REVISED:





I HEREBY CERTIFY THAT THIS PLAN SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

(1) HAUL CONTAMINATED MATERIAL TO MARSHALL MN DOT TRUCK STATION 1800 EAST COLLEGE DRIVE, SEE SPECIAL

(3) 30' OF 18" HOBAS PIPE TO BE SUPPLIED BY MN DOT (1 PIECE 20' LONG AND 1 PIECE 10' LONG). 6' OF 12" RCP PIPE CULVERT

(4) CONTRACTOR TO PICK UP MATERIALS AT MNDOT TRUCK STATION 1800 EAST COLLEGE DR. MARSHALL MN (INCIDENTAL)

(A) THIS PROJECT IS A LUMP SUM CONTRACT. ANY REFERENCE TO PAY ITEMS, QUANTITIES, OR MEASUREMENTS THROUGHOUT THIS

ANTITIES	SP 4210-61	SHEET NO	2
ANTITES	(TH 68)	TOTAL SHEETS	23

THE FOLLOWING STANDARD PLATES, APPROVED BY THE
--

HIGHWAY ADMINISTRATION, SHALL APPLY ON THIS PR

STANDARD PLATES

	SIANDARD FURIES
PLATE NO.	DESCRIPTION
1070N	SUPPLEMENTAL PAVEMENT REINFORCEMENT
3000M	REINFORCED CONCRETE PIPE (6 SHEETS)
4006L	MANHOLE OR CATCH BASIN PRECAST - DESIGNS G AND H
4010I	CONCRETE ADJUSTING RINGS
4011E	PRECAST CONCRETE BASE
4020J	MANHOLE OR CATCH BASIN (FOR USE WITH OR WITHOUT TRAFFIC LOF
4026B	CONCRETE ENCASED CONCRETE ADJUSTING RINGS
4101D	RING CASTING FOR MANHOLE OR CATCH BASIN
4108F	ADJUSTING RINGS FOR CATCH BASINS AND MANHOLES
4132G	CATCH BASIN FRAME CASTING (FOR SQUARE GRATE) - CASTING NO.
4140D	SPECIAL GRATE CASTINGS FOR CATCH BASIN (CONVEX AND CONCAVE)
4154B	CATCH BASIN GRATE CASTING - CASTING NO. 816
4180J	MANHOLE OR CATCH BASIN STEP
7038A	DETECTABLE WARNING SURFACE TRUNCATED DOMES
7100H	CONCRETE CURB AND GUTTER (DESIGN B AND DESIGN V)
7113A	CONCRETE APPROACH NOSE DETAIL
8000K	TEMPORARY CHANNELIZERS (3 SHEETS)

CONSTRUCTION NOTES:

- ALL MATERIAL NOT UTILIZED ON THIS PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OUTSIDE OF THE RIGHT OF WAY IN ACCORDANCE WITH MNDOT SPEC. 2104.
- PERPETUATE DRAINAGE ON ALL AREAS DISTURBED BY CONSTRUCTION (INCIDENTAL).
- IN AREAS DISTURBED BY CONSTRUCTION, ALL TOPSOIL SHALL BE STRIPPED AND RE-USED AS TOPSOIL. - BNSF WILL BE RESPONSIBLE FOR REPLACEMENT OF RAILROAD GRADE WITH BALLAST TO A DEPTH OF 35" BENEATH THE TRACKS AT THE HOBAS PIPE CROSSING.
- AS NOTED IN THE PLAN ON SHEET 9, THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING THE RAILROAD GRADE STARTING AT 12" BELOW THE EXISTING TRACKS AT THE HOBAS PIPE CROSSING.
- BNSF WILL DISCONNECT POWER, REMOVE STOP ARM AND POLE FOR CENTER MEDIAN SIGNAL ON THE EAST SIDE OF THE TRACKS.

UTILITY NOTES

- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".
- THE FOLLOWING UTILITY OWNERS HAVE EXISTING FACILITIES IN THE AREA OF CONSTRUCTION. BURLINGTON NORTHERN SANTA FE, CENTURYLINK, CITY OF MARSHALL, GREAT PLAINS NATURAL GAS, CHARTER SPECTRUM, MARSHALL MUNICIPAL UTILITIES.
- THE CONTRACTOR IS HEREBY REMINDED OF HIS RESPONSIBILITY UNDER STATE LAW TO CONTACT ALL UTILITIES THAT MAY HAVE FACILITIES IN THE AREA. THE CONTACT MUST BE MADE THROUGH GOPHER STATE ONE-CALL. UTILITY LOCATES FOR BNSF CONTACT 800-832-5452.
- ALL UTILITY WORK TO BE DONE BY OTHERS UNLESS OTHERWISE NOTED.





WIPHAWI S.P. BRUA LIC. NO. 62996 DATE: 13-MAR-2025 I HEREBY CERTIFY THAT THIS PLAN SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.



FEDERAL		
OJECT		
ADS) (2 SHEETS)		
805		
) - CASTING NO. 720	AND	721

	SP 4210-61	SHEET NO	3
STRUCTION NOTES	(TH 68)	TOTAL SHEETS	23

			E	EARTHWORK	TABULATION	J			ŀ
STATION TO STATION	LOCATION	EXCAVATION - COMMON	SELECT GRANULAR EMBANKMENT	COMMON EMBANKMENT (CV)	EXCAVATION SPECIAL	HAUL AND STOCKPILE CONTAMINATED SOIL	HAUL AND DISPOSE OF CONTAMINATED SOIL (1)	AGGREGATE BASE CLASS 5	REMARKS
		CU YD	CU YD	CU YD	CU YD	CU YD	TON	TON	
958+00 - 958+12	30 LT - 39 LT		1		4	4	6		STR 103 TO 102
958+00 - 958+41	30 LT - 44 LT		8	12	65	65	104	7	STR 102 TO STR 101
958+03 - 958+40	35 LT - 27 RT	22		17					DRAIN TILE OUT OF STR 103
958+52 - 958+38	36 LT - 27 RT	22		17					DRAIN TILE OUT OF STR 103
958+30 - 958+56	31 LT - 34 LT	3	1		5	5	9		CURB
958+06.56 ⁻ 958+53.04	4.1 LT - 3.8 RT	1							MEDIAN
958+44.42 ⁻ 958+68.95	43.9 RT - 50.0 RT	1							SIDE WALK
958+35.3 - 958+43.45	50.4 LT - 44.2 LT	L							SIDE WALK
TOTAL		49	10	46	74	74	119	7	

		SAWING		В
STATION TO STATION	LOCATION	SAWING CONCRETE PAVEMENT (FULL DEPTH) LIN FT	SAWING BITUMINOUS PAVEMENT (FULL DEPTH) LIN FT	REMARKS
958+02.55 - 958+06.66	30.7 LT - 5.0 LT	30		
958+21.09 - 958+21.70	6.5 RT - 22.5 RT	16		
958+21.7 - 958+21.7	25.4 RT - 29.4 RT		4	BOULEVARD
958+21.7 - 958+39.0	29.4 RT - 29.3 RT		17	BEHIND CURB
958+39.0 - 958+44.39	29.3 RT - 44.1 RT		16	BOULEVARD
958+43.45 - 958+43.84	44.2 LT - 30.8 LT		13	BOULEVARD
958+60.38 - 958+64.22	33.3 LT - 30.6 LT	6		CURB AND DRIVEWAY FLARE
958+47.69 - 958+47.50	30.8 LT - 6.5 LT	24		
958+65.23 - 958+65.50	6.5 RT - 22.7 RT	16		INCLUDES CURB AND MEDIAN
TOTAL		92	50	

(1) 1.6 CONVERSION FACTOR WAS USED.

REMOVE CURB AND GUTTER AND WALK C REMOVE REMOVE CONCRETE CURB AND STATION TO STATION LOCATION REMARKS WALK GUTTER (2) LIN FT SQ FT 957+95.86 - 958+10.70 34.3 LT - 47.1 LT 87 958+02.60 - 958+12.11 32.3 LT 9 958+06.57 - 958+23.90 17 CENTER MEDIAN CURB 4.5 LT 958+06.60 - 958+28.06 4.3 LT - 3.8 RT CENTER MEDIAN 140 4.7 RT 958+06.80 - 958+29.20 6 CENTER MEDIAN CURB 958+21.69 -958+37.49 24.5 RT 14 958+44.42 958+52.66 44.1 RT - 50.0 RT 33 958+17.63 - 958+35.23 51.2 LT - 44.4 LT 143 958+55.94 - 958+64.21 32.7 LT 8 958+42.63 - 958+51.71 4.7 LT CENTER MEDIAN CURB 6 958+43.72 - 958+53.04 4.1 LT - 3.8 RT CENTER MEDIAN 49 958+47.29 - 958+65.25 4.5 RT CENTER MEDIAN CURB 17 958+55.46 - 958+65.48 24.4 RT 9 958+60.97 - 958+68.95 43.9 RT - 49.8 RT 32 TOTAL 86 484

PAVEMENT REMOVAL				
STATION TO STATION	LOCATION	REMOVE CONCRETE	REMOVE BITUMINOUS	REMARKS
		PAVEMENT SQ YD	PAVEMENT SQ.YD	
958+02.57 - 958+23.30	30.7 LT - 6.5 LT	32	50(15	
958+21.09 - 958+36.31	6.5 RT-22.7 RT	20		
957+99.11 - 958+14.91	33.2 LT - 41.7 LT		20	BOULEVARD
958+11.03 - 958+41.29	32.9 LT - 25.3 RT		25	
958+21.58 - 958+36.58	25.2 RT - 29.4 RT		6	BEHIND CURB
958+37.49 - 958+49.87	25.3 RT - 44.1 RT		9	BOULEVARD
982+20.41 - 958+43.87	45.1 LT - 30.8 LT		30	BOULEVARD
958+26.95 - 958+56.59	30.8 LT - 25.4 RT		27	
958+52.43 - 958+65.17	25.4 RT - 43.9 RT		12	BOULEVARD
958+31.69 - 958+47.50	30.8 LT - 6.5 LT	29		
958+48.36 - 958+65.48	6.6 RT - 22.7 RT	24		
TOTAL		105	129	

(2) INCLUDES REMOVAL OF TRUNCATED DOMES. (INCIDENTAL)



Exhibit C

Lichaur S. P. Bru. Licensed professional engineer

WIPHAWI S.P. BRUA LIC. NO. 62996 DATE: 13-MAR-2025 I HEREBY CERTIFY THAT THIS PLAN SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

TABULATIO

			•
ONS	SP 4210-61	SHEET NO	4
	(TH 68)	TOTAL SHEETS	23

	CONCRETE CURB AND GUTTER AND WALK E								
STATION TO STATION	LOCATION	AGGREGATE BASE CLASS 5	6" CONCRETE WALK	DRILL AND GROUT REINF BAR (EPOXY COATED) (1)	CONCRETE CURB AND GUTTER DESIGN B424	CONCRETE CURB AND GUTTER DESIGN B436	CONCRETE CURB AND GUTTER DESIGN B624	TRUNCATED DOMES	REMARKS
		TON	SQ FT	EACH	LIN FT	LIN FT	LIN FT	SQ FT	
957+95.86 - 958+10.70	34.3 LT - 47.1 LT	4	87	2				12	
958+02.60 - 958+12.16	32.3 LT			2			9		
958+06.60 - 958+12.30	2.4 LT - 6.4 LT			2		6			CENTER MEDIAN CURB
958+12.30 - 958+24.11	4.3 LT				11				CENTER MEDIAN CURB
958+06.56 - 958+27.13	3.6 LT - 3.8 RT		140	2					CENTER MEDIAN
958+21.58 - 958+27.44	4.7 RT			2	6				CENTER MEDIAN CURB
958+21.58 - 958+36.66	24.5 RT			2			15		
958+44.42 - 958+52.66	44.1 RT - 50.0 RT		33	2					
958+18.16 - 958+43.45	50.0 LT - 44.0 LT	3	143	2				12	
958+30.44 - 958+64.21	32.7 LT	5	143	2			34	12	
958+43.26 - 958+51.71	4.5 LT			2	8				CENTER MEDIAN CURB
958+43.57 - 958+52.68	3.7 LT - 3.8 RT		49	3					CENTER MEDIAN
958+47.32 - 958+57.17	4.4 RT				10				CENTER MEDIAN CURB
958+57.17 - 958+65.23	4.4 RT - 3.2 RT			2		8			CENTER MEDIAN CURB
958+55.55 - 958+65.48	24.4 RT			2			9		
958+60.97 - 958+68.95	43.9 RT - 49.8 RT		32	2					
TOTAL		7	484	29	35	14	67	24	

(1) SEE TABULATION ON SHEET 19 FOR SPECIFICAPPLICATIONS

	TEN	/IPORARY ER	OSION CON	TROL	G
STATION TO STATION	LOCATION	STORM DRAIN INLET PROTECTION EACH	SEDIMENT CONTROL LOG TYPE COMPOST LIN FT	SEDIMENT CONTROL LOG TYPE ROCK LIN FT	REMARKS
957+80 - 957+98	39.6 LT - 61.4 LT	Eneri	31	LINT	
957+82 - 957+84	32.4 LT - 0.5 LT			32	
957+85 - 957+85	4.7 RT-24.4 RT			20	
958+15 - 958+16	24.5 RT - 43.5 RT		19		
958+15 - 958+53	49.9 RT - 59.0 RT		37		
958+05	31.7 LT	1			
958+06	36.7 LT	1			
958+25	56.8 LT	1			
958+33	37.1 LT	1			
959+63	73.1 RT	1			
958+14 - 958+46	61.6 LT- 50.0 LT		34		
958+54 - 968+60	43.6 LT - 34.5 LT		11		
958+81 - 958+89	32.5 LT - 4.4 LT			29	
958+89 - 958+89	0.0 RT-26.4 RT			26	
958+75 - 958+78	25.0 LT - 44.0 LT		19		
958+69 - 958+75	50.0 LT - 55.4 LT		7		
TOTAL		5	158	107	

			SUF	RFACING			F
STATION TO STATION	LOCATION	AGGREGATE BASE CLASS 5	CONCRETE PAVEMENT 7.0"	SUPPLEMENTAL PAVEMENT REINFORCEMENT	DRILL AND GROUT DOWEL BAR (EPOXY COATED)	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B) (SPWEB340B)	REMARKS
		TON	SQ YD	POUND	EACH	TON	
958+02.57 - 958+22.25	30.7 LT - 7.0 LT	1	30	256	21		
958+21.58 - 958+35.74	6.5 RT - 22.7 RT	1	19	133	15		
957+99.11 - 958+14.91	33.2 LT - 41.7 LT	8				1	BOULEVARD
958+09.40 - 958+41.29	33.3 LT - 25.4 RT	10				11	
958+21.58 - 958+36.58	25.2 RT - 29.4 RT	2				1	BEHIND CURB
958+37.49 - 958+49.87	25.3 RT - 44.1 RT					2	BOULEVARD
982+20.41 - 958+43.87	45.1 LT - 30.8 LT					4	BOULEVARD
958+26.95 - 958+56.59	30.8 LT - 25.4 RT	10				11	
958+52.43 - 958+65.17	25.4 RT - 43.9 RT					2	BOULEVARD
958+31.69 - 958+47.50	30.8 LT - 6.5 LT	1	24	234	22		
958+48.36 - 958+65.48	6.6 RT - 22.7 RT	1	35	161	14		
TOTAL		34	108	784	72	32	

Exhibit C

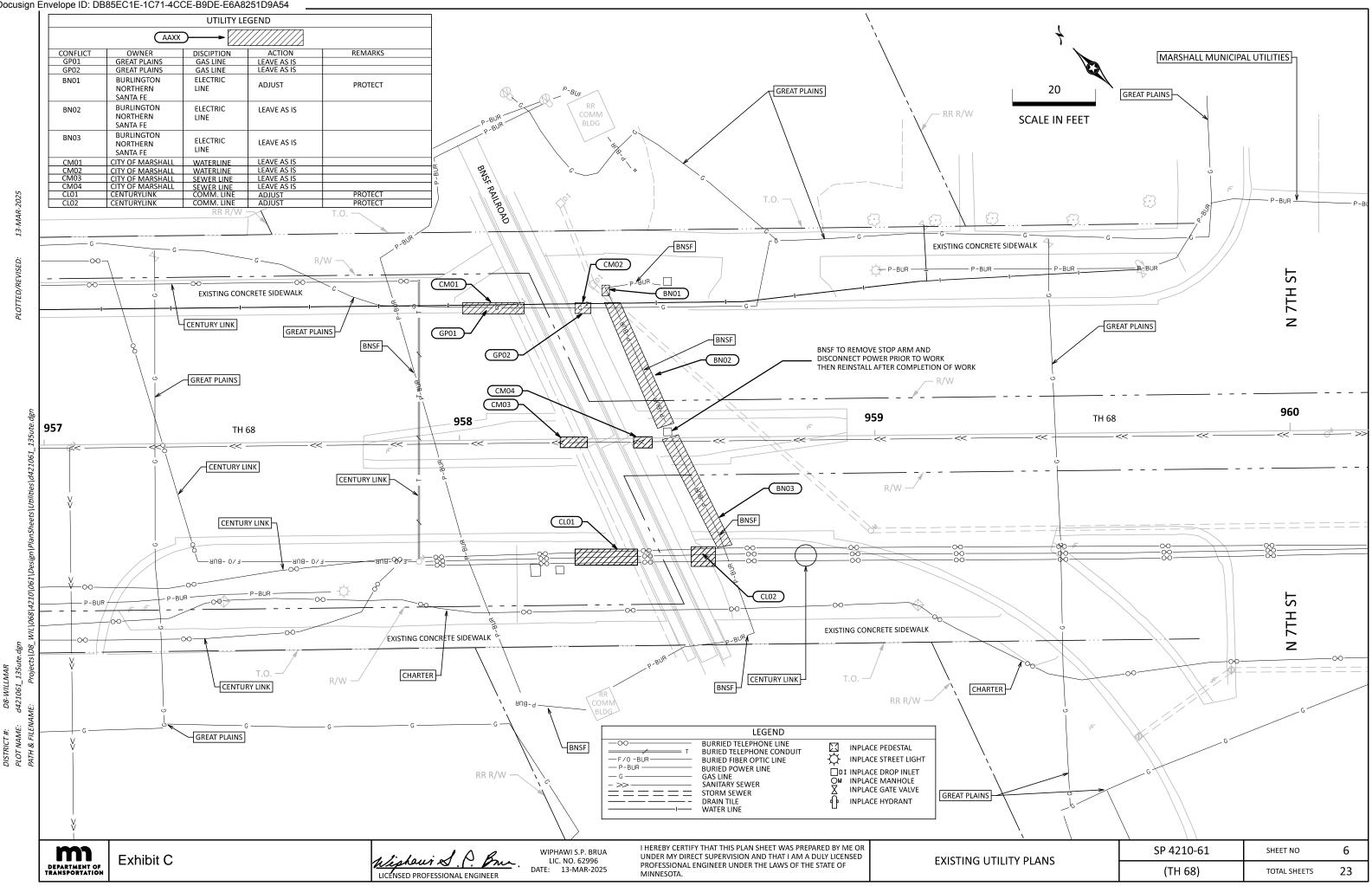
Licensed professional engineer de

WIPHAWI S.P. BRUA LIC. NO. 62996 DATE: 13-MAR-2025 I HEREBY CERTIFY THAT THIS PLAN SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

TABULATIO

ONS	SP 4210-61	SHEET NO	5
	(TH 68)	TOTAL SHEETS	23

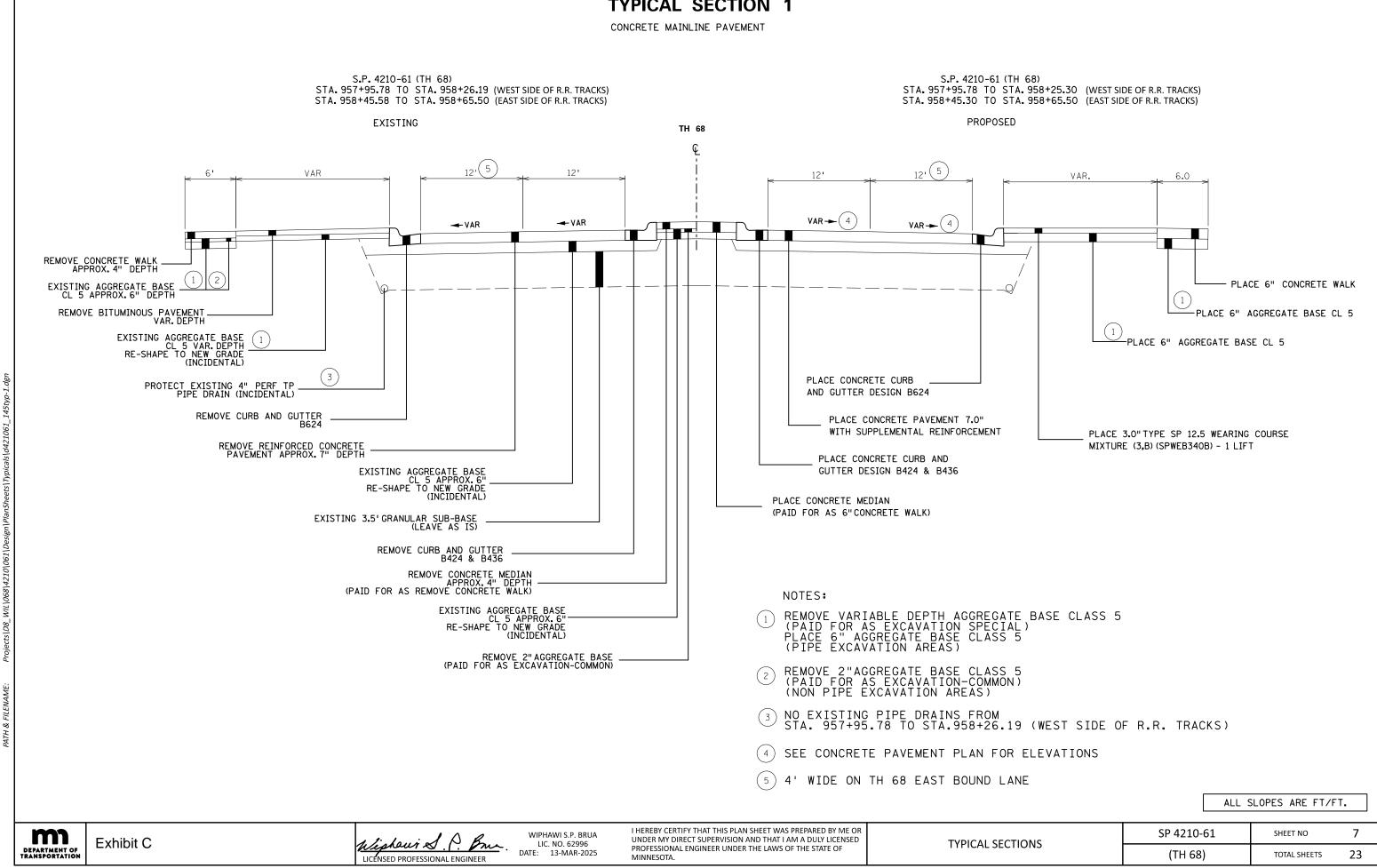




PLOTTE

D8-WILLMAR d421061_135ut

TYPICAL SECTION 1



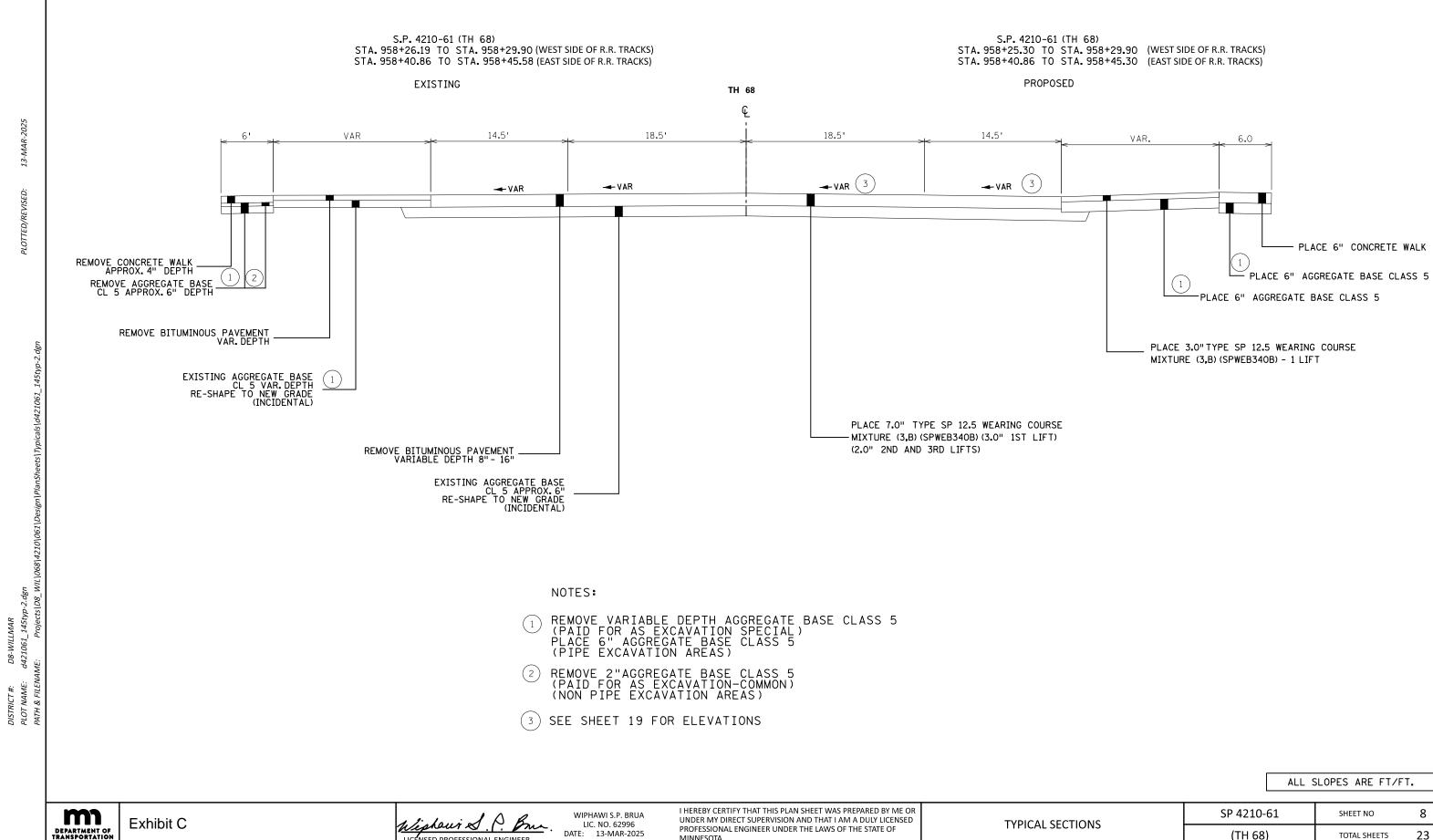
-2025

13-MAR-.

PLOTTED/REVISED:

TYPICAL SECTION 2

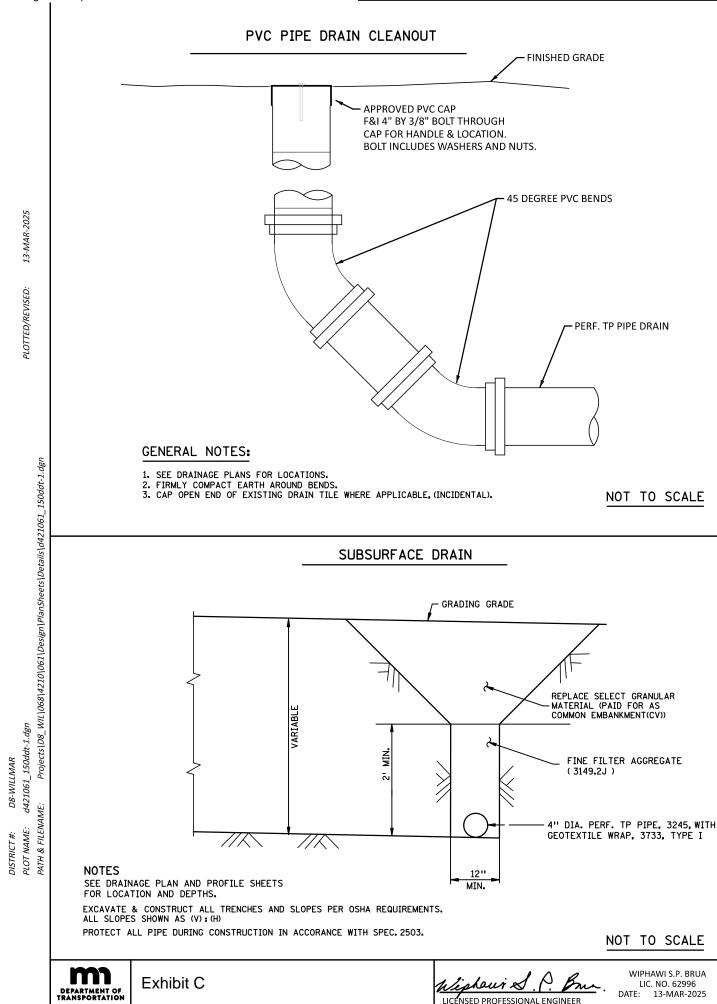
BITUMINOUS MAINLINE PAVEMENT

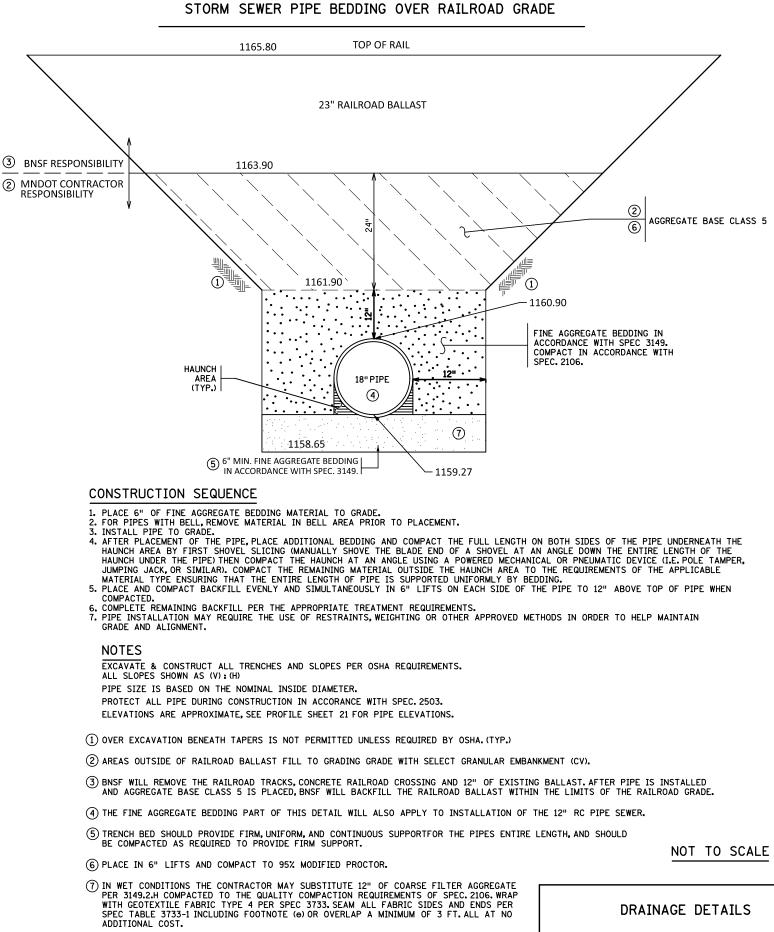


MINNESOTA.

LICENSED PROFESSIONAL ENGINEER

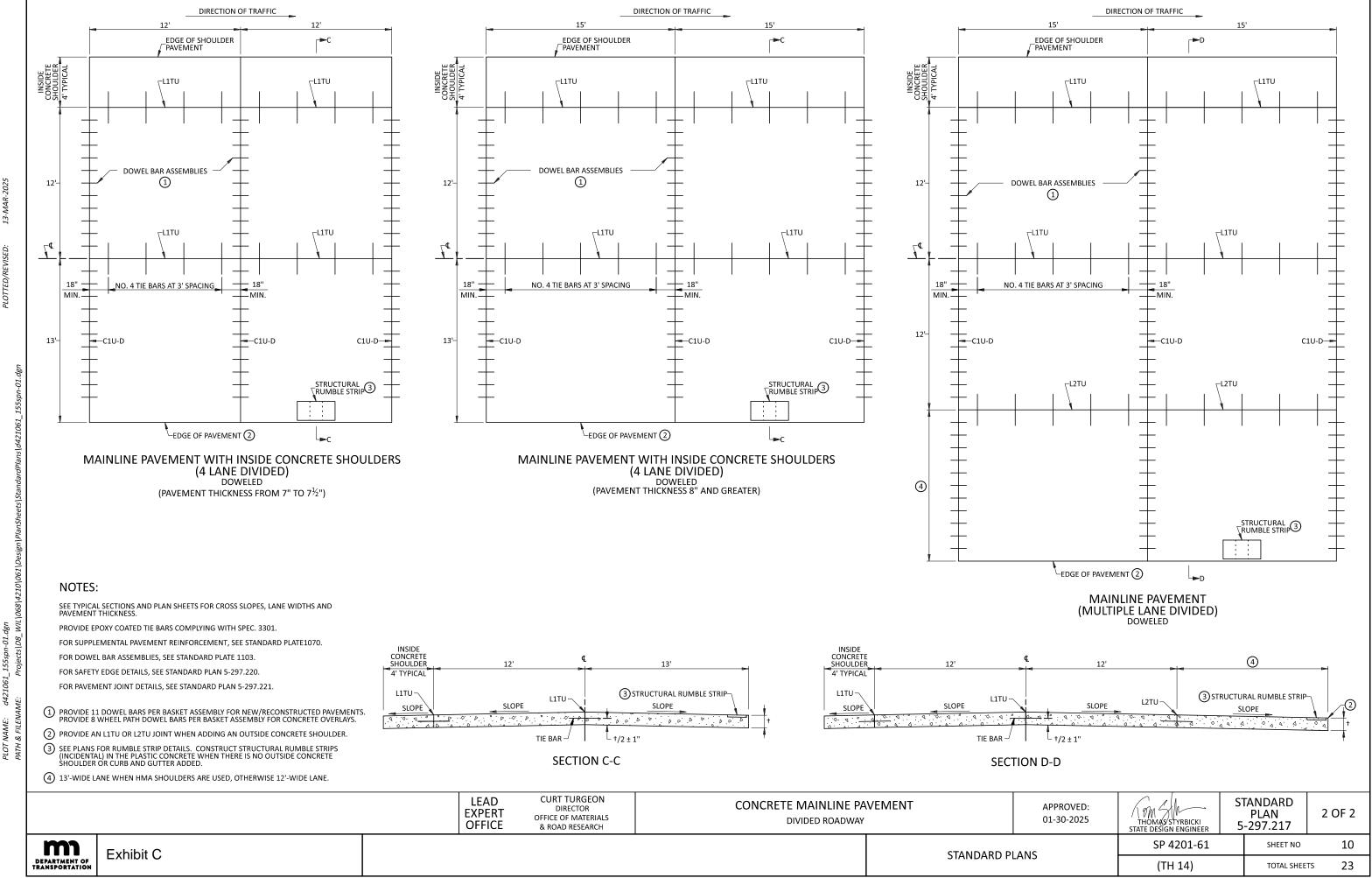
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TIONS	SP 4210-61	SHEET NO	8
TIONS	(TH 68)	TOTAL SHEETS	23



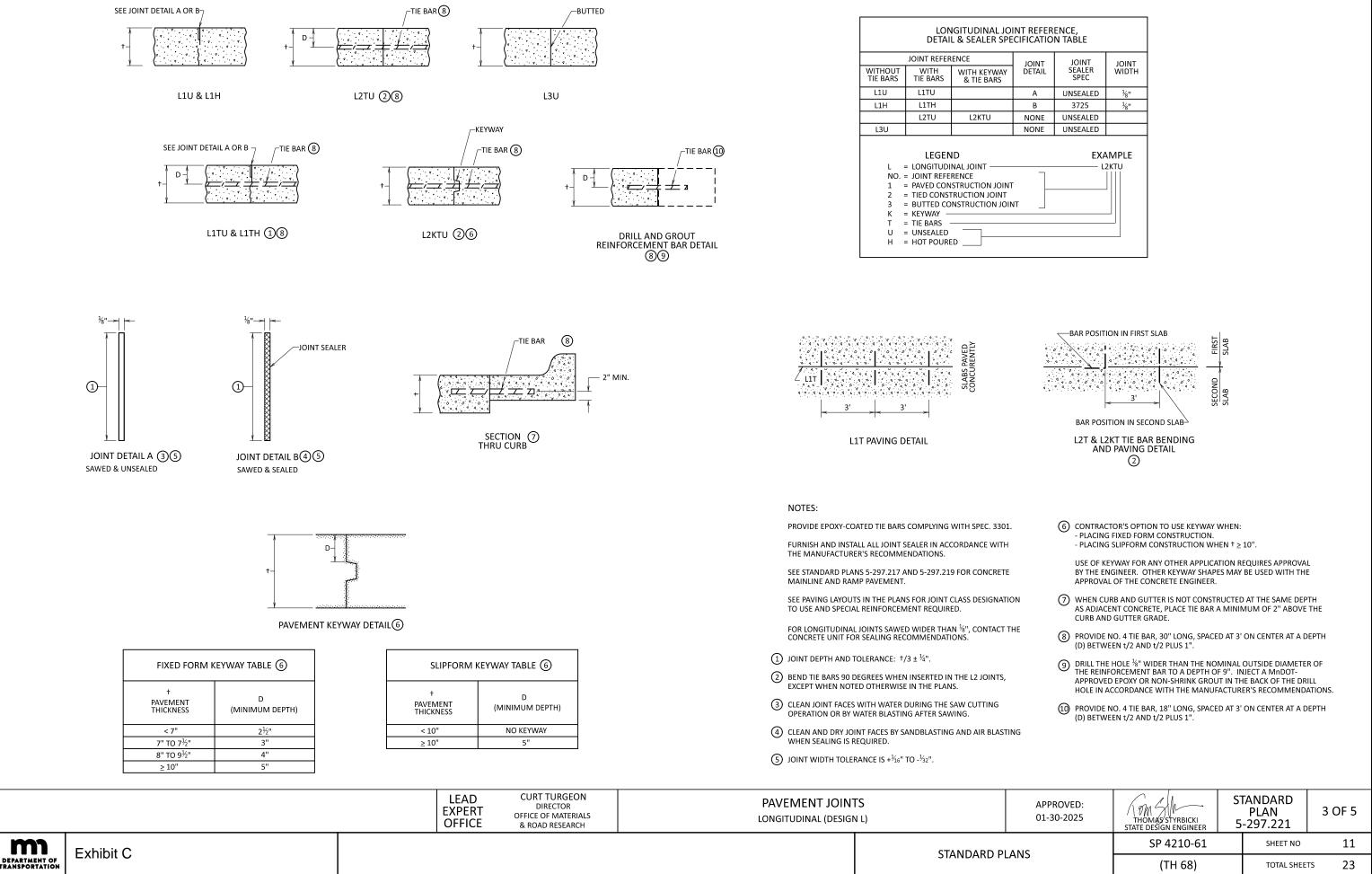


I HEREBY CERTIFY THAT THIS PLAN SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

AILS	SP 4210-61	SHEET NO	9
	(TH 68)	TOTAL SHEETS	23



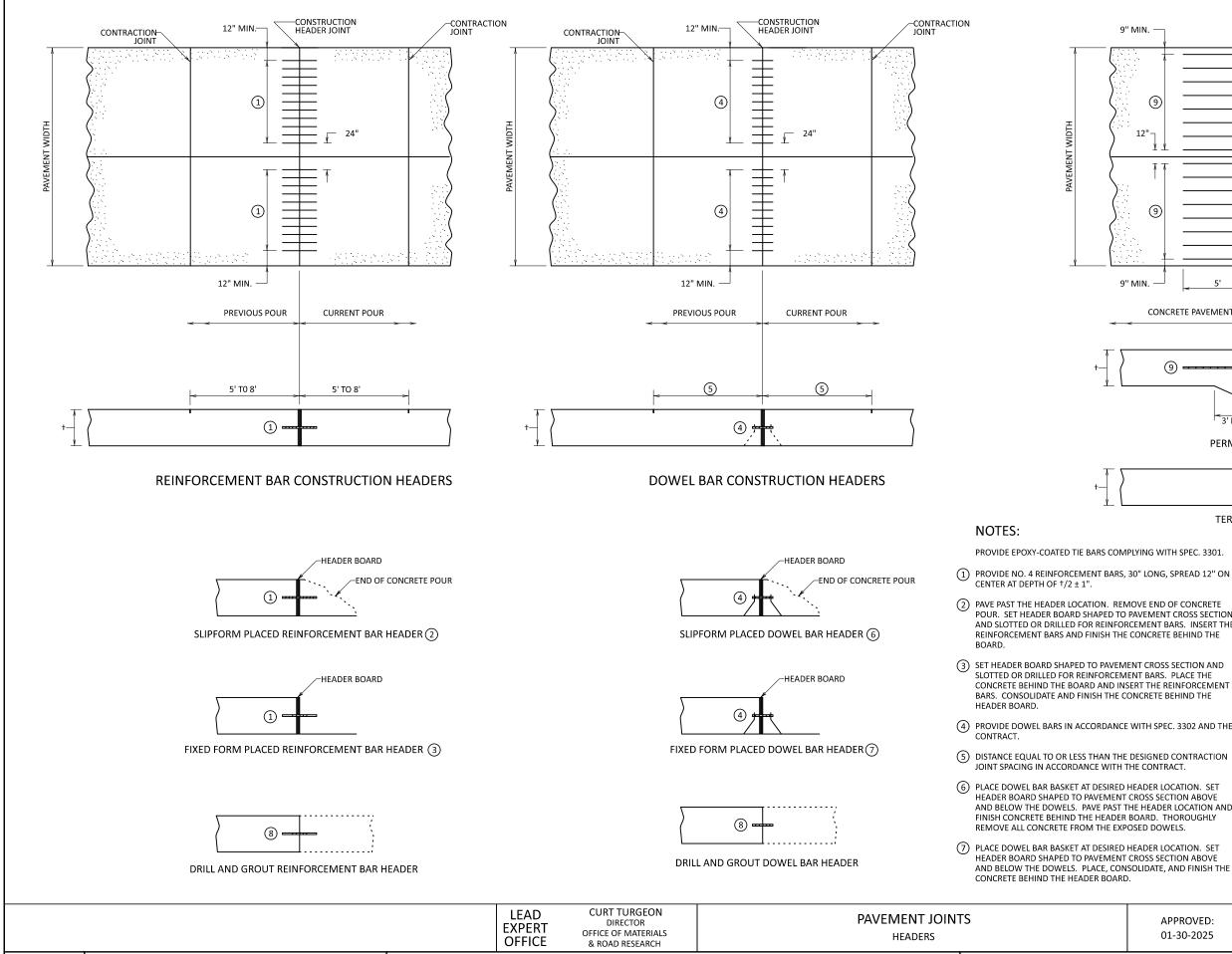
-01.dgn |D8_WIL| D8-WILLMAR d421061_155sp DISTRICT #: PLOT NAME: PATH & FILEN



2025

JOINT REFERENCE, PECIFICATION TABLE JOINT SEALER SPEC A UNSEALED 3%" B 3725 3%" NONE UNSEALED NONE UNSEALED EXAMPLE L2XTU NT T DINT					
Y DETAIL DETAIL SEALER SPEC WIDTH WIDTH A UNSEALED ¾" B 3725 ¾" NONE UNSEALED NONE UNSEALED EXAMPLE L2KTU					
B 3725 3/8" NONE UNSEALED NONE UNSEALED EXAMPLE L2KTU	Y		SEALER		
NONE UNSEALED NONE UNSEALED EXAMPLE L2KTU		A	UNSEALED	⅓"	
NONE UNSEALED EXAMPLE		В	3725	⅓"	
		NONE	UNSEALED		
		NONE	UNSEALED		
	Т				

	STATE DESIGN ENGINEER		-297.221	
LANS	SP 4210-61		SHEET NO	11
LANS	(TH 68)		TOTAL SHEE	TS 23



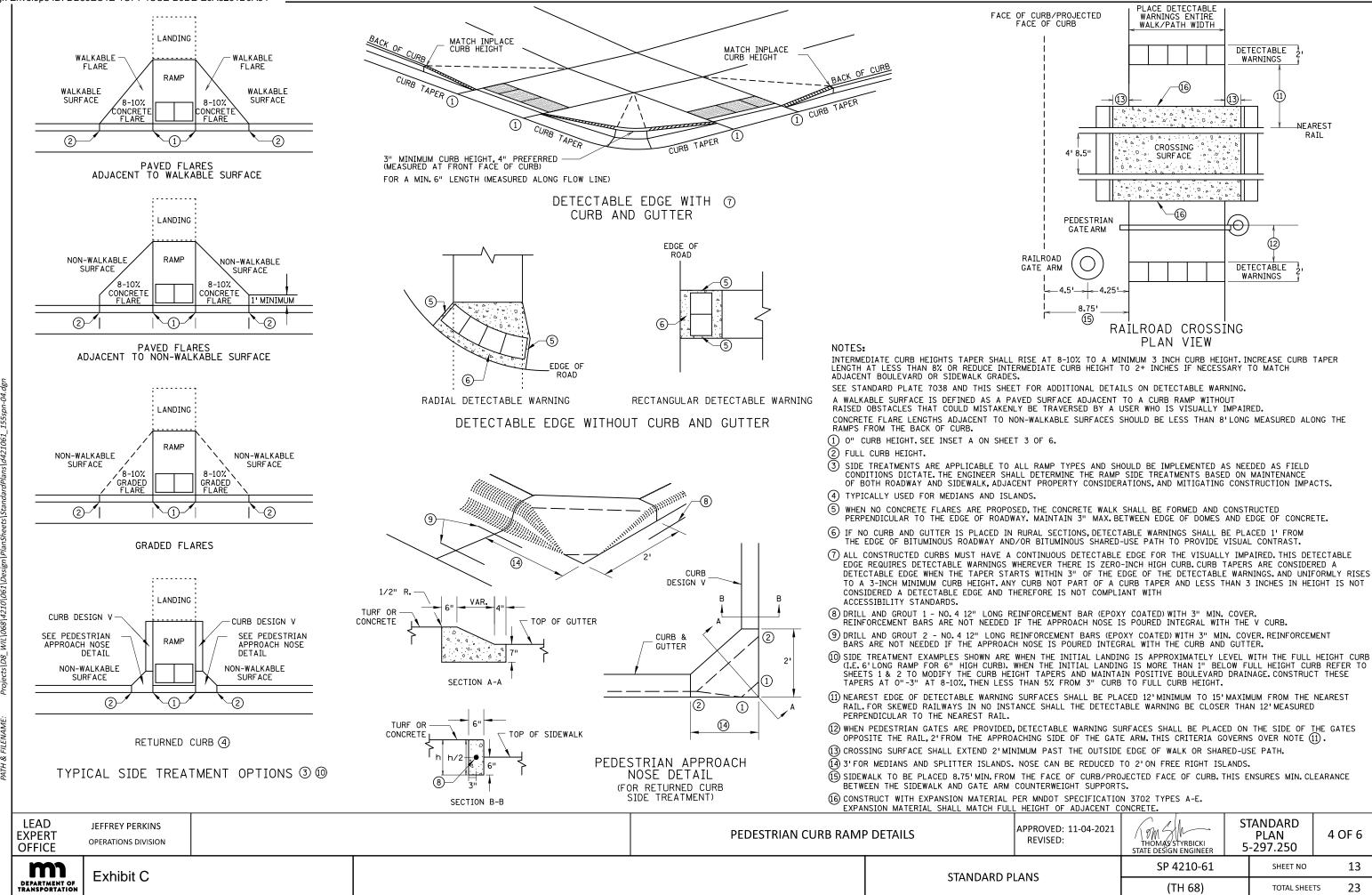
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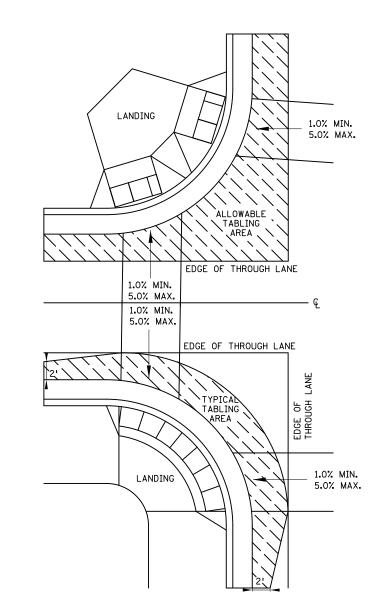
Exhibit C

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MIN. — 5'	< 3" - 5"
CONCRETE PAVEMENT	FLEXIBLE PAVEMENT
(9)	
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	L 18" MIN.
	-
PERMANE	NT HEADER 🗐
	///////
TERMINA	L HEADER 🕕
LYING WITH SPEC. 3301.	
LING WITH SPEC. 5501.	
80" LONG, SPREAD 12" ON	8 DRILL AND GROUT 18" LONG DOWEL OR REINFORCEMENT
	BARS SPACED AT 12" ON CENTER AT A DEPTH OF $\frac{1}{2} \pm 1$ ".
OVE END OF CONCRETE	DRILL THE HOLE $\frac{1}{2}$ " GREATER THAN THE NOMINAL OUTSIDE DIAMETER OF THE BAR BEING PLACED TO A DEPTH OF 9".
PAVEMENT CROSS SECTION	INJECT A MnDOT-APPROVED EPOXY OR NON-SHRINK GROUT
CEMENT BARS. INSERT THE CONCRETE BEHIND THE	IN THE BACK OF THE DRILL HOLE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
	- FOR DOWEL BAR HEADERS, USE DOWEL BARS HAVING A
NT CROSS SECTION AND	DIAMETER IN ACCORDANCE WITH SPEC. 3302 AND THE
INT BARS. PLACE THE	CONTRACT. - FOR REINFORCEMENT BAR HEADERS, USE NO. 4
ERT THE REINFORCEMENT	REINFORCEMENT BARS.
DNCRETE BEHIND THE	(9) PROVIDE NO. 7 REINFORCEMENT BARS, 5' LONG, SPACED 18"
	ON CENTER AT DEPTH OF $\frac{1}{2} \pm 1$ ".
WITH SPEC. 3302 AND THE	
	(10) USE PERMANENT HEADER WHEN LONG SECTIONS OF CONCRETE (400' OR GREATER) ABUT BITUMINOUS. CONTACT
DESIGNED CONTRACTION	THE CONCRETE UNIT WHEN FUTURE CONCRETE IS BEING
HE CONTRACT.	CONSTRUCTED ADJACENT TO AN EXISTING PERMANENT
IEADER LOCATION. SET	HEADER.
CROSS SECTION ABOVE	11) USE TERMINAL HEADER WHEN SHORT SECTIONS OF
HE HEADER LOCATION AND BOARD. THOROUGHLY	CONCRETE (LESS THAN 400') ABUT BITUMINOUS (ON SIDE STREETS, FOR EXAMPLE).
	5

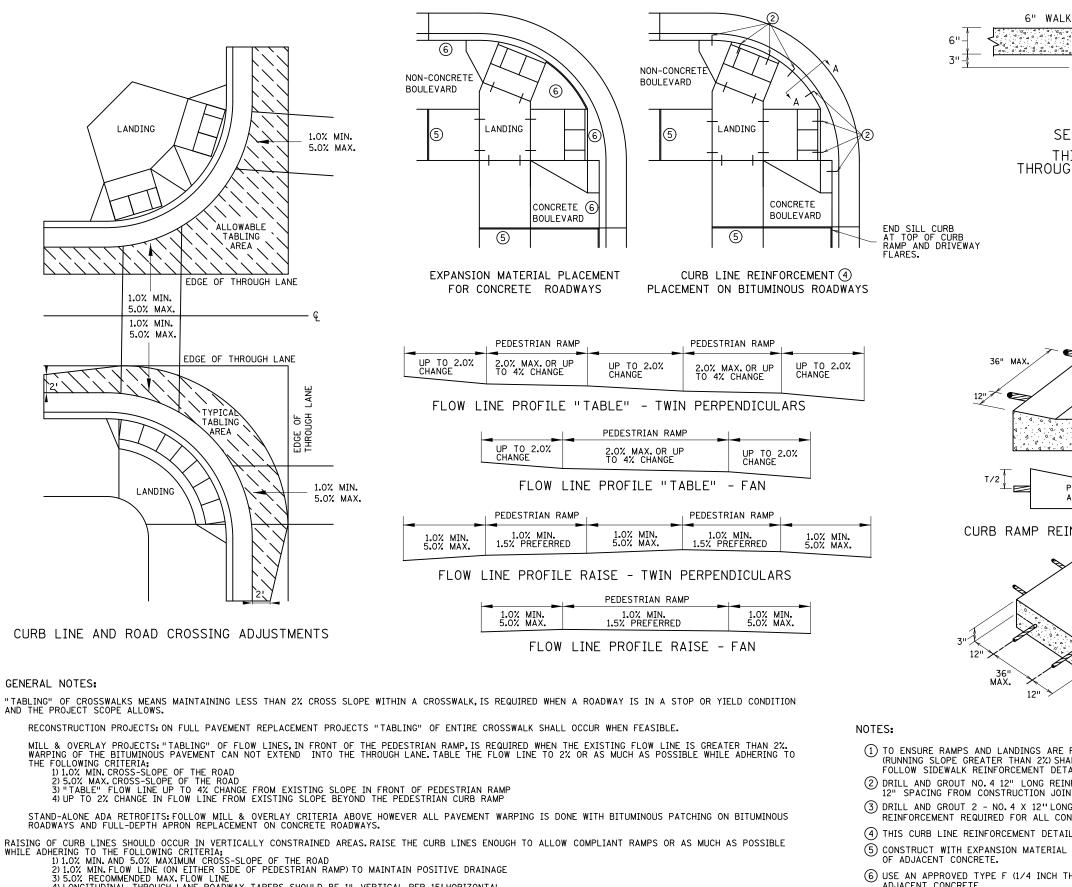
	APPROVED: 01-30-2025	THOMAS STYRE STATE DESIGN ENG		TANDARD PLAN -297.221	4 OF 5
STANDARD PLANS		SP 4210-61		SHEET NO	12
STANDARD P	LAINS	(TH 6	58)	TOTAL SHEET	rs 23



APPROVED: 11-04-2021 REVISED:	THOMAS STYRBICKI STATE DESIGN ENGINEER	FANDARD PLAN -297.250	4 OF 6
LANS	SP 4210-61	SHEET NO	13
LAINS	(TH 68)	TOTAL SHEETS 23	



CURB LINE AND ROAD CROSSING ADJUSTMENTS



4) LONGITUDINAL THROUGH LANE ROADWAY TAPERS SHOULD BE 1" VERTICAL PER 15' HORIZONTAL

LEAD JEFFREY PERKINS EXPERT

Exhibit C

OPERATIONS DIVISION OFFICE m

DEPARTMENT OF

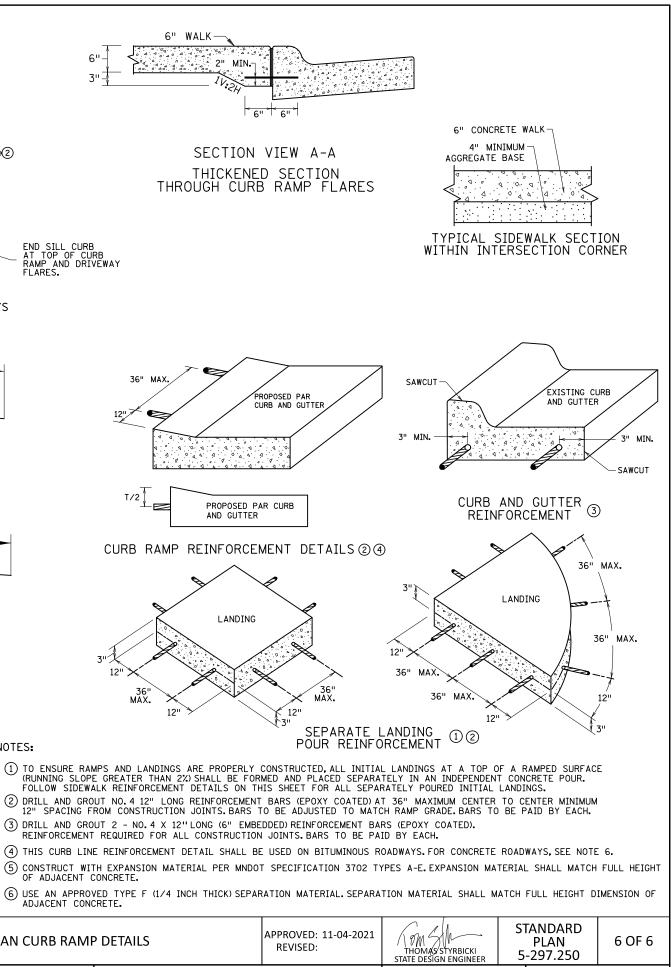
GENERAL NOTES:

PEDESTRIAN CURB RAMP DETAILS

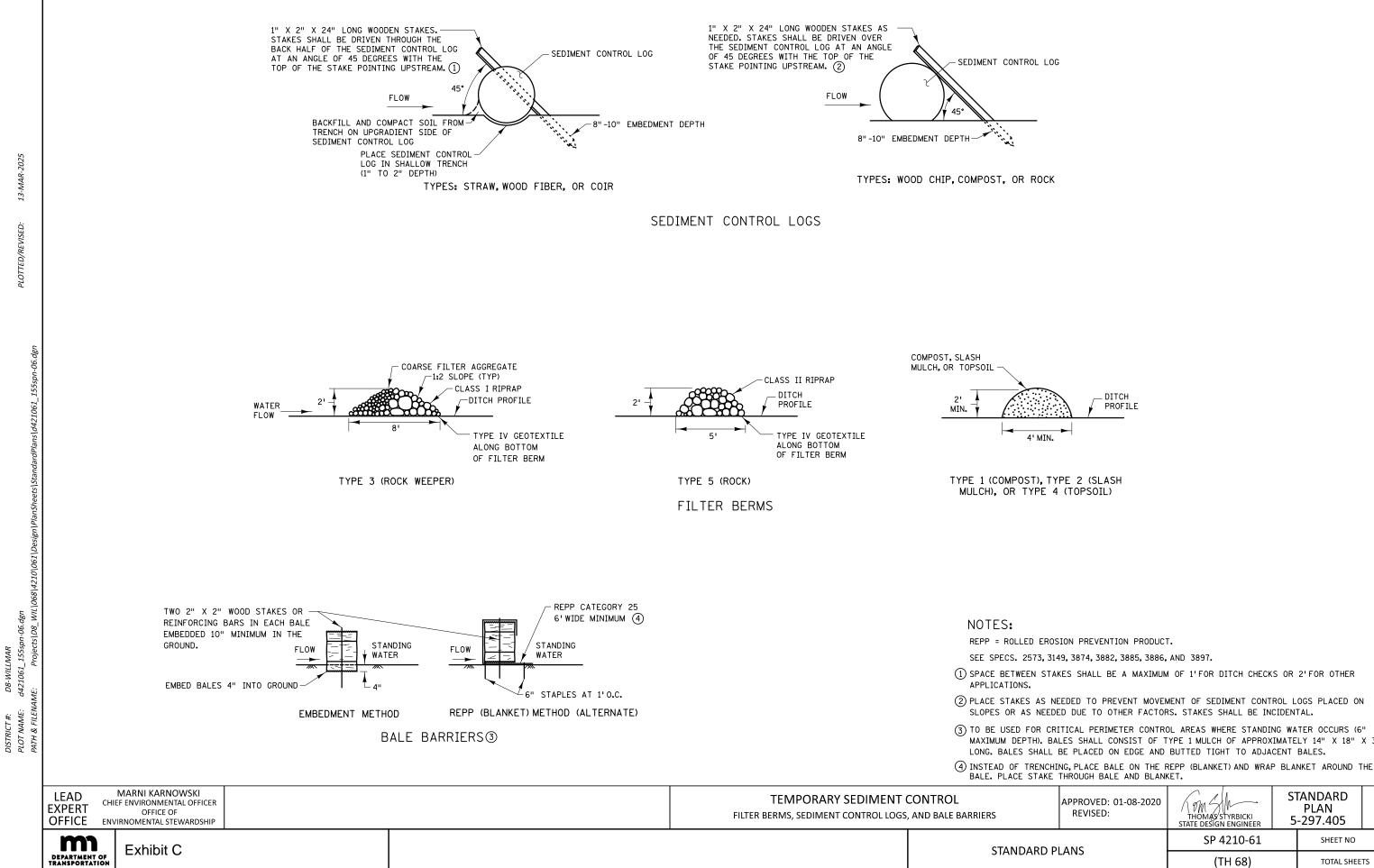
ADJACENT CONCRETE.

LANDING

2" MIN.-



	STATE DESIGN ENGINEER	5	-297.250	
LANS	SP 4201-61		SHEET NO	14
LANS	(TH 14)		TOTAL SHEETS	23



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THROUGH BALL AND BLANK	κΕΙ.		
APPROVED: 01-08-2020 REVISED:	THOMAS STYRBICKI STATE DESIGN ENGINEER	TANDARD PLAN -297.405	2 OF 8
LANS	SP 4210-61	SHEET NO	15
LAINS	(TH 68)	TOTAL SHEE	ts 23

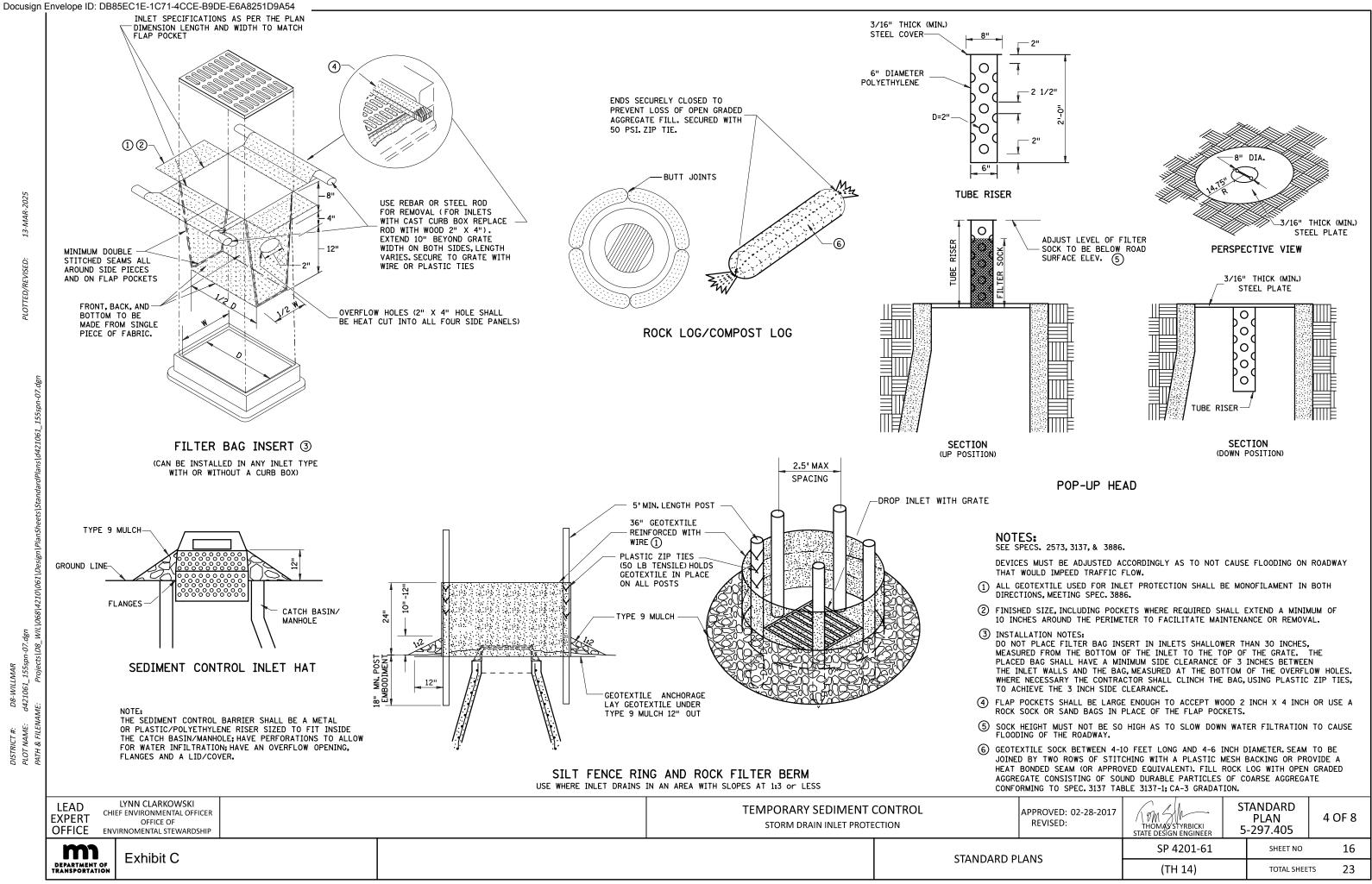
(3) TO BE USED FOR CRITICAL PERIMETER CONTROL AREAS WHERE STANDING WATER OCCURS (6" MAXIMUM DEPTH). BALES SHALL CONSIST OF TYPE 1 MULCH OF APPROXIMATELY 14" X 18" X 36" LONG. BALES SHALL BE PLACED ON EDGE AND BUTTED TIGHT TO ADJACENT BALES.

2 PLACE STAKES AS NEEDED TO PREVENT MOVEMENT OF SEDIMENT CONTROL LOGS PLACED ON SLOPES OR AS NEEDED DUE TO OTHER FACTORS. STAKES SHALL BE INCIDENTAL.

(1) SPACE BETWEEN STAKES SHALL BE A MAXIMUM OF 1'FOR DITCH CHECKS OR 2'FOR OTHER

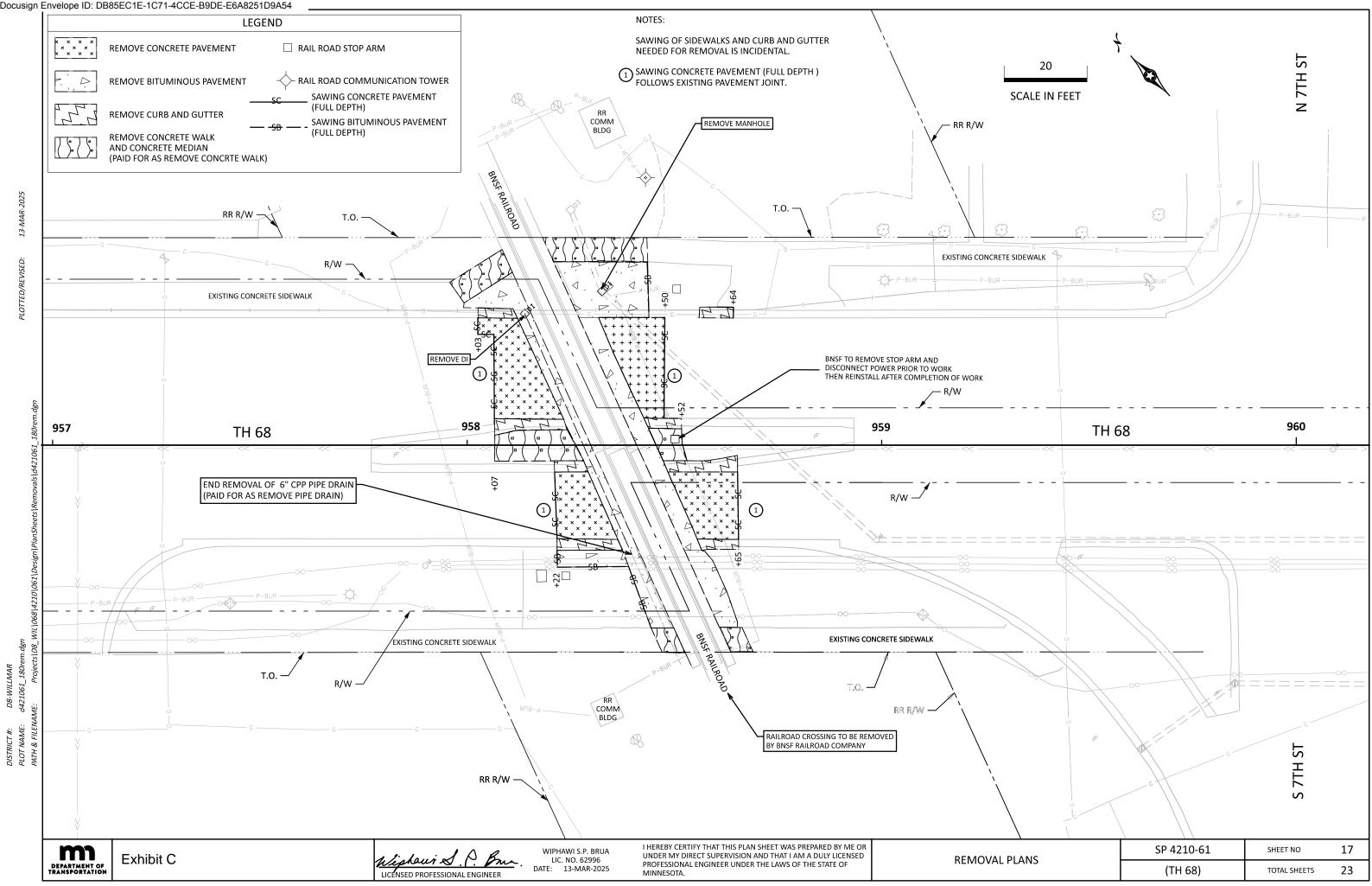
SEE SPECS. 2573, 3149, 3874, 3882, 3885, 3886, AND 3897.

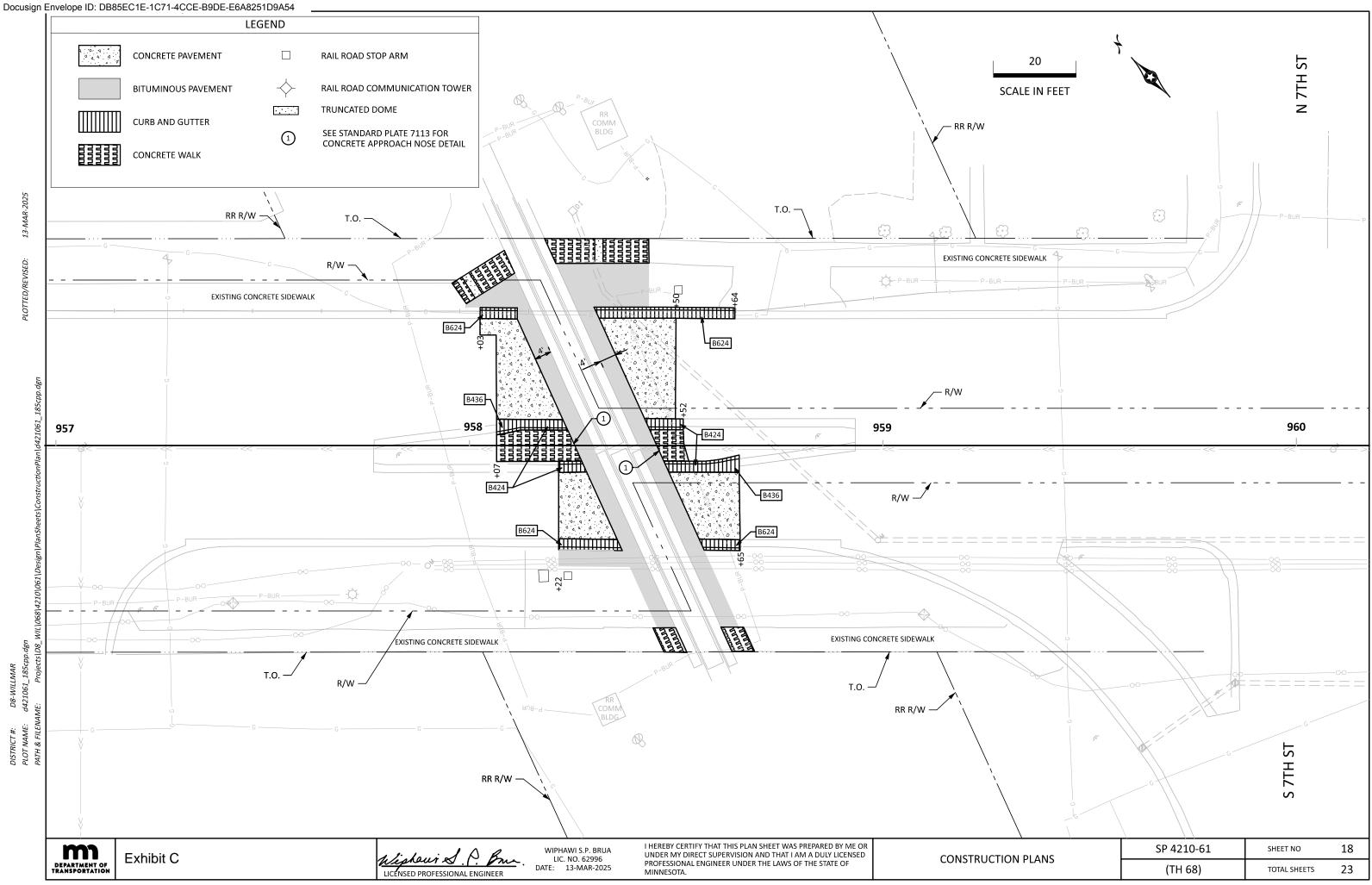
DITCH PROFILE

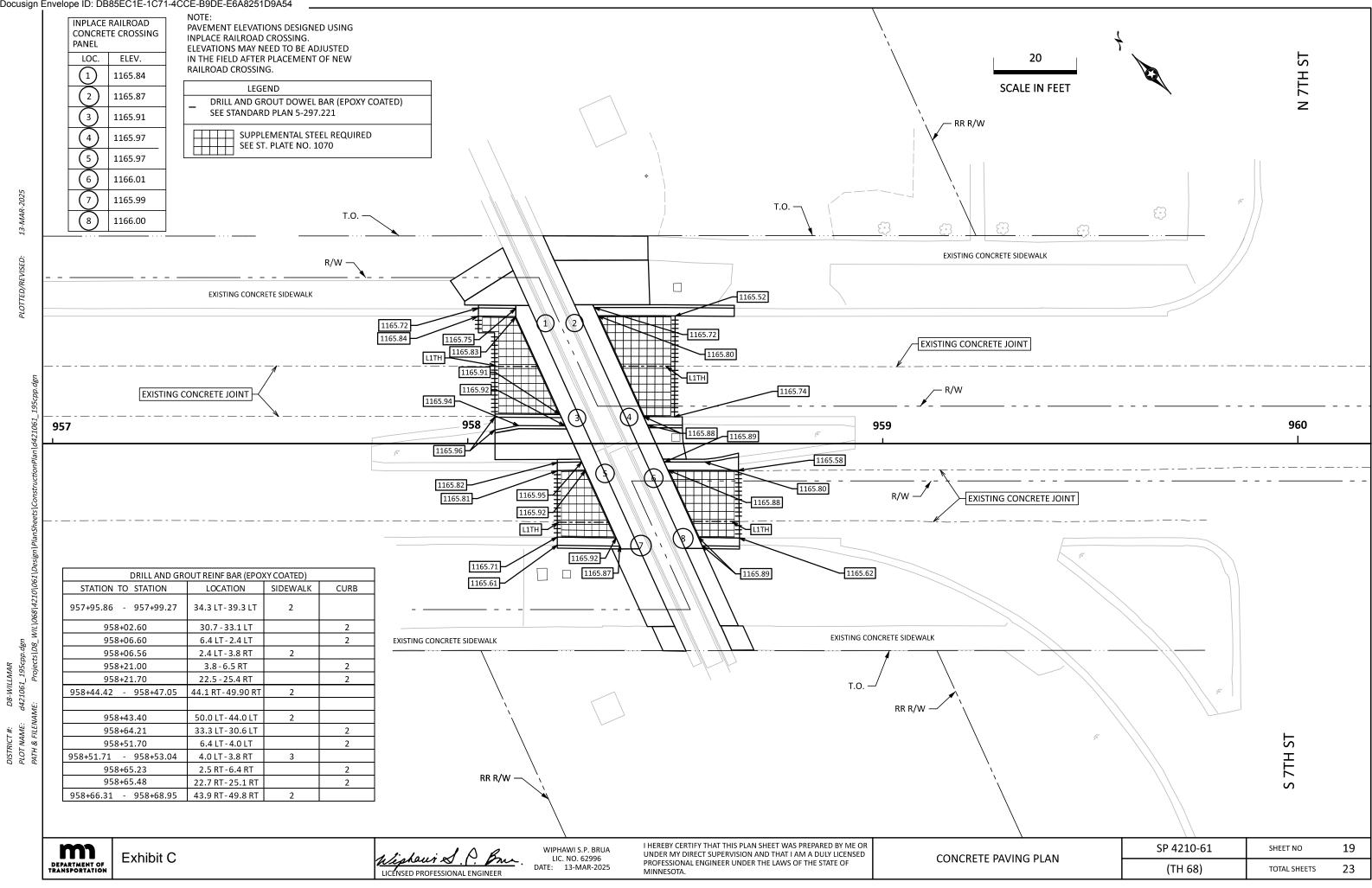


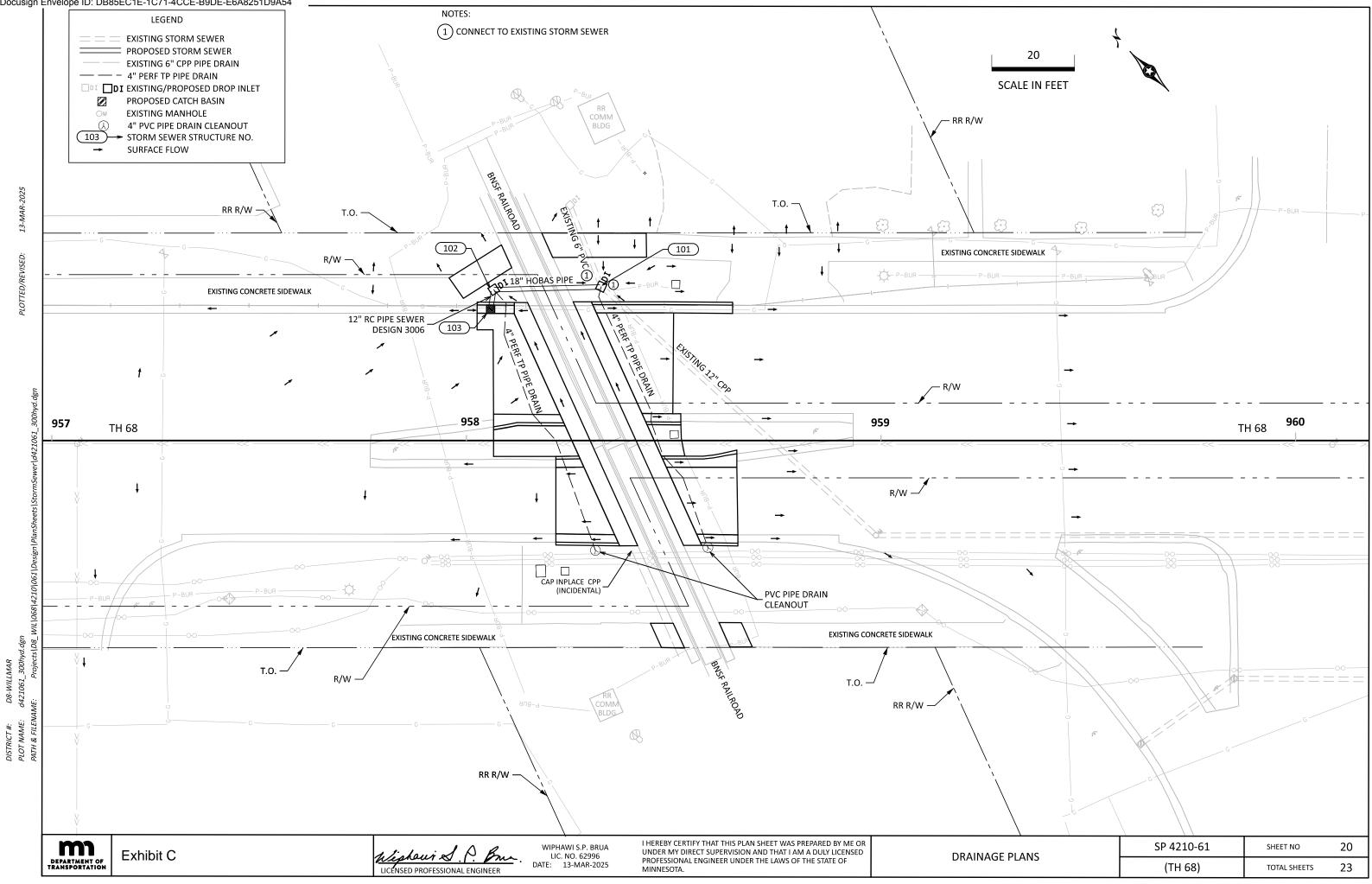
	REVISED:	THOMAS STYRBICKI STATE DESIGN ENGINEER	5	-297.405	4010
	LANS	SP 4201-61		SHEET NO	16
	LAINS	(TH 14)		TOTAL SHEE	ts 23

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13-MAR-2025

PLOTTED/REVISED:

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NO.	STRUCTURE	LOCATION	тыт					NEW STRU	ICTURE CONST	TRUCTION		RTS	NO	PIPE SE	WER	TO ORM				
STRUCTURE N	STATION	OFFSET	FRUCTURE OU NO.	REMOVE MANHOLE (1)	REMOVE DROP INLET	REMOVE PIPE DRAIN	INSTALL CASTING	INSTALL CATCH BASIN (6)	INSTALL MANHOLE (7)	STEPS REQUIRED (2)	TOP OF CASTING ELEVATION	PIPE UPSTREAM INVERTS ELEVATION	PIPE DOWNSTREAM INVERT ELEVATIO	FINE AGGREGATE BEDDING (CV)	INSTALL PIPE SEWER (5)	CONNECT TO EXISTING STORM SEWER (3)	FINE FILTER AGGREGATE (CV)	4" PERF TP PIPE DRAIN (4)	4" PVC PIPE DRAIN CLEANOUT	NOTES
			s,	EACH	EACH	LIN FT	EACH	EACH	EACH			PII UP EL		CU YD	LIN FT	EACH	CU YD	LIN FT	EACH	
103	958+05.85	31.66 LT	102				1	1		N	1165.63	1162.13	1162.05	1	6					12" RC PIPE SEWER DESIGN 3006
102	958+06.59	36.37 LT	101				1		1	Y	1165.80	1159.31	1159.23	9	26					18" HOBAS
101	958+32.53	37.11 LT		1			1		1	Y	1164.88	1159.13				2				
	958+13.91	31.69 LT			1															6" X 6" FLOOR DRAIN
	958+06.59	43.74 LT																		
	то	TO				63											5	69	1	
	958+39.55	25.90 RT																		
	958+32.53	37.1 LT																		
	то	TO															5	69	1	
	958+55.78	24.5 RT																		
	DRAINAGE T	OTALS		1	1	63	3	1	2					10	32	2	10	138	2	

GENERAL NOTES:

STATION AND OFFSETS ARE TO CENTER OF STRUCTURE.

CASTING SUMP = 0.10 FT FOR CATCH BASIN CASTINGS AND 0.20 FT FOR DROP INLET CASTINGS.

CONSTRUCTION NOTES:

(1) INCLUDES REMOVAL OF CASTING

(2) STEPS REQUIRED WHEN DEPTH FROM TOP OF CASTING TO INVERT IS GREATER THAN 4FT.

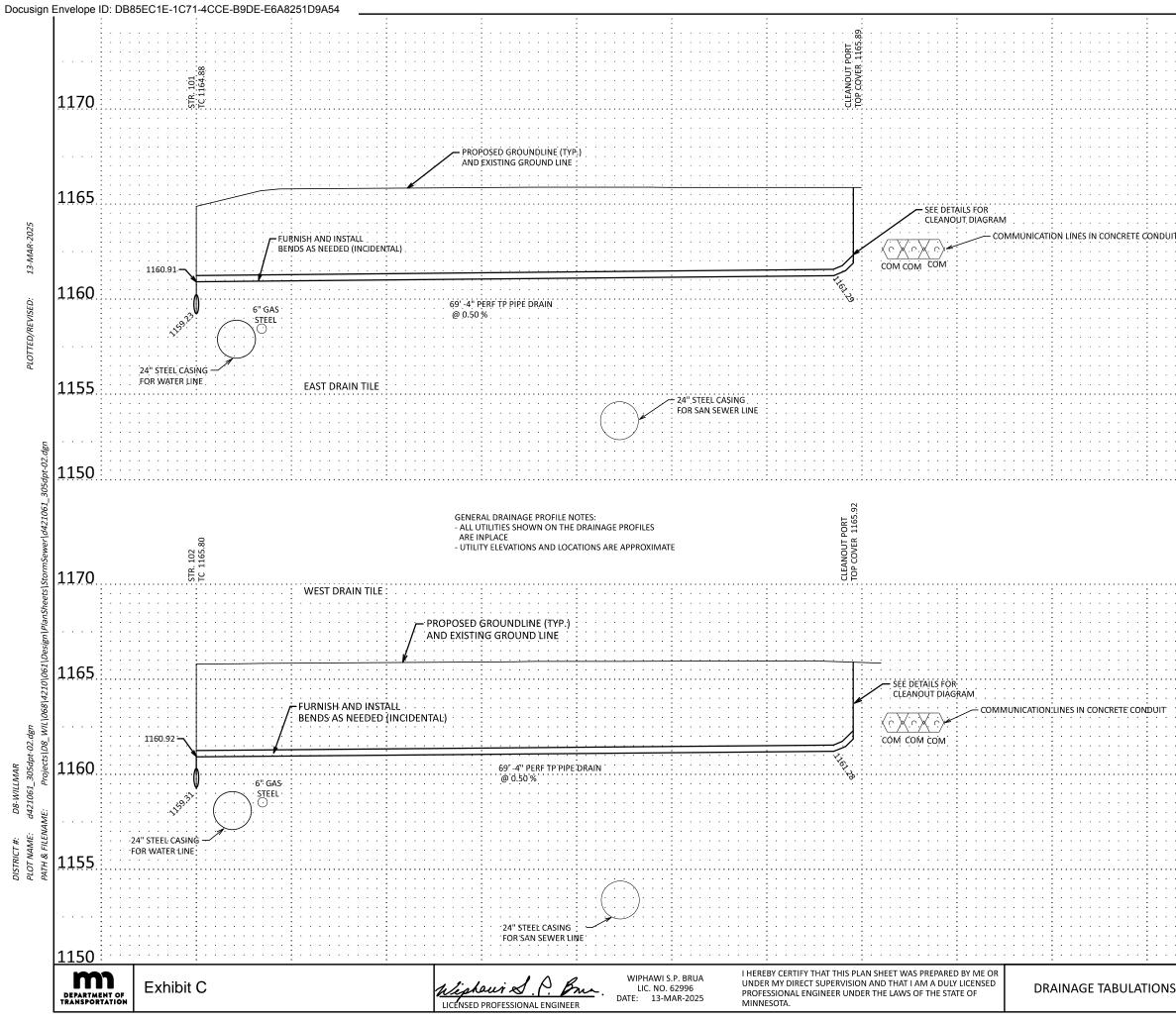
(3) BUILD OVER EXISTING PIPE OR CONNECT TO EXISTING PIPE. FIELD VERIFY.

(4) INCLUDES BENDS (INCIDENTAL)

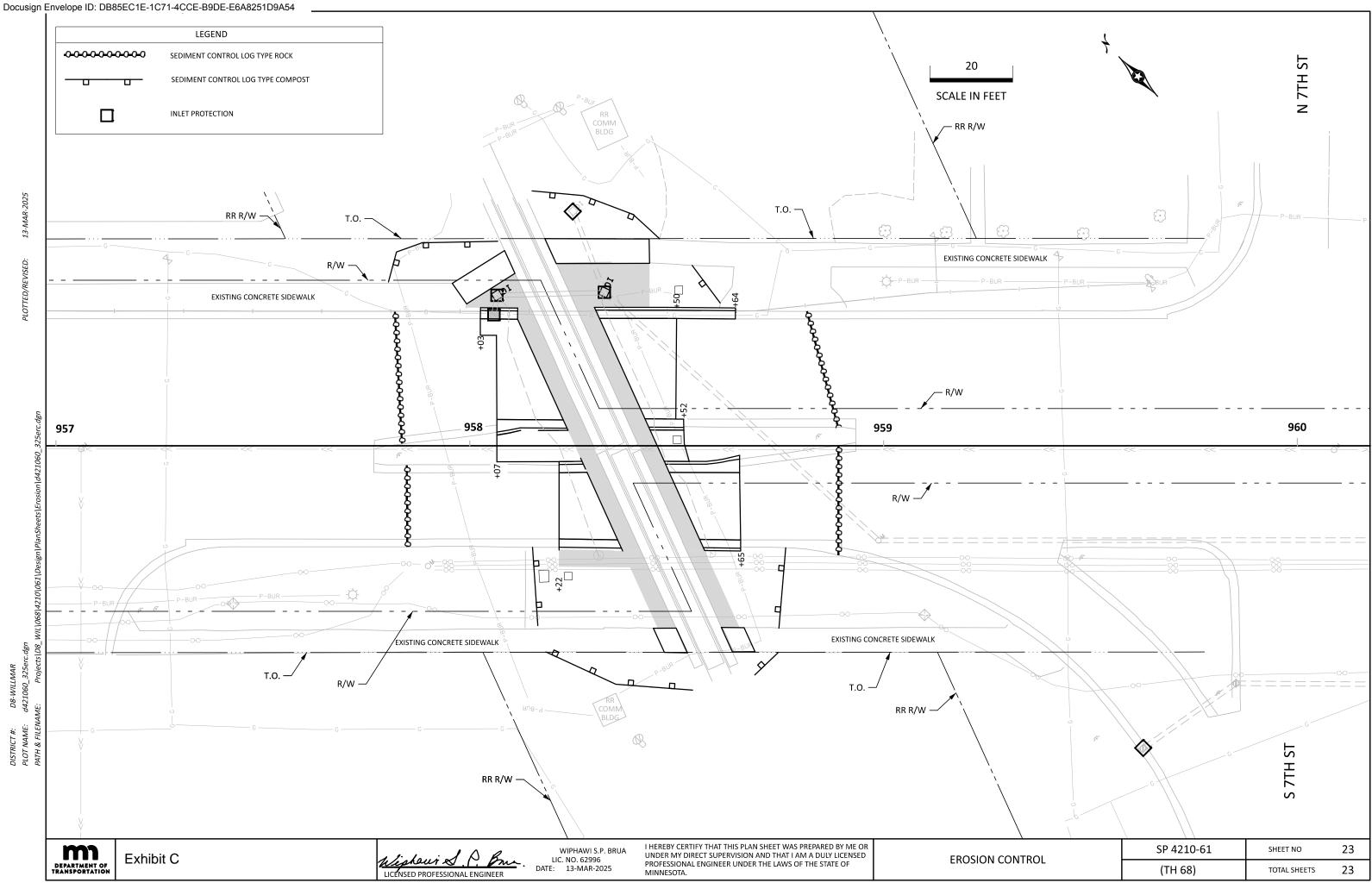
(5) STRUCTURE 102 TO 101 FIELD CUT 18" HOBAS PIPE, CLASS (PN) 25 PSI, STIFFNESS (SN) 72 PSI, (INCIDENTAL).

1170			. IC 1105.03 STR. 102 .TC 1165.80	TRACK			
· · · · · · · · · · · · · · · · · · ·	GENERAL DRAINAGE PROFILE NOTES: - ALL UTILITIES SHOWN ON THE DRAINAGE PROFILES ARE INPLACE - UTILITY ELEVATIONS AND LOCATIONS ARE APPROXIMATE	EXISTING GRO PROPOSED GROUND LINE (TYP.)	OUNDLINE (TYP.)				
1165		PROPOSED SUB GRADE (TYP.)		RAILS			1
			.6'- 12" RCP PIPE SEWER DESIGN 3006 @ 1.00%	RAILROAD BALLAST 23" DEF	TH- BACKFILL WITH SELECT GRANULAR LEMBANKMENT (CV) TO SUB GRADE PBUR	CONNECT TO EX. 	
1160		1.560. ³²		26' - 18" 'HÓI @ 0.30%	4" T NAS PIPE (5)	P PERF PIPE DRAIN (SW) .1160.91 EXISTING 12".CPP	1
· · · · · · · · · · · · · · · · · · ·		6" ĠA 24" STEEL CASIN		4" TP PERF PIPE DRAIN (S) INV. 1160.92	BEDDING	(S) · · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
1155	· · · · · · · · · · · · · · · · · · ·	FOR WATER LI	NE	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·	
· · · · · · · · · · · · · · · · · · ·							
m	Exhibit C	Licensed professional engineer		HEREBY CERTIFY THAT THIS PLAN SHEET WAS PREPARED BY ME OR INDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED	DRAINAGE TABULATIONS AND PROFILES	SP 4210-61	SHEET NO

	CASTN	IG ASSEMI	BLY SUMN	1ARY	1
URE		RING OR		COVER OR	
BER	ASSEMBLY	FRAME	CURB BOX	GRATE	QUANTITY
BER		CASTING		CASTING	
3	B-9	805		816	1
101	M-2	700-7		721	2
TOTAL					3



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TEMPORARY TRAFFIC CONTROL PLAN

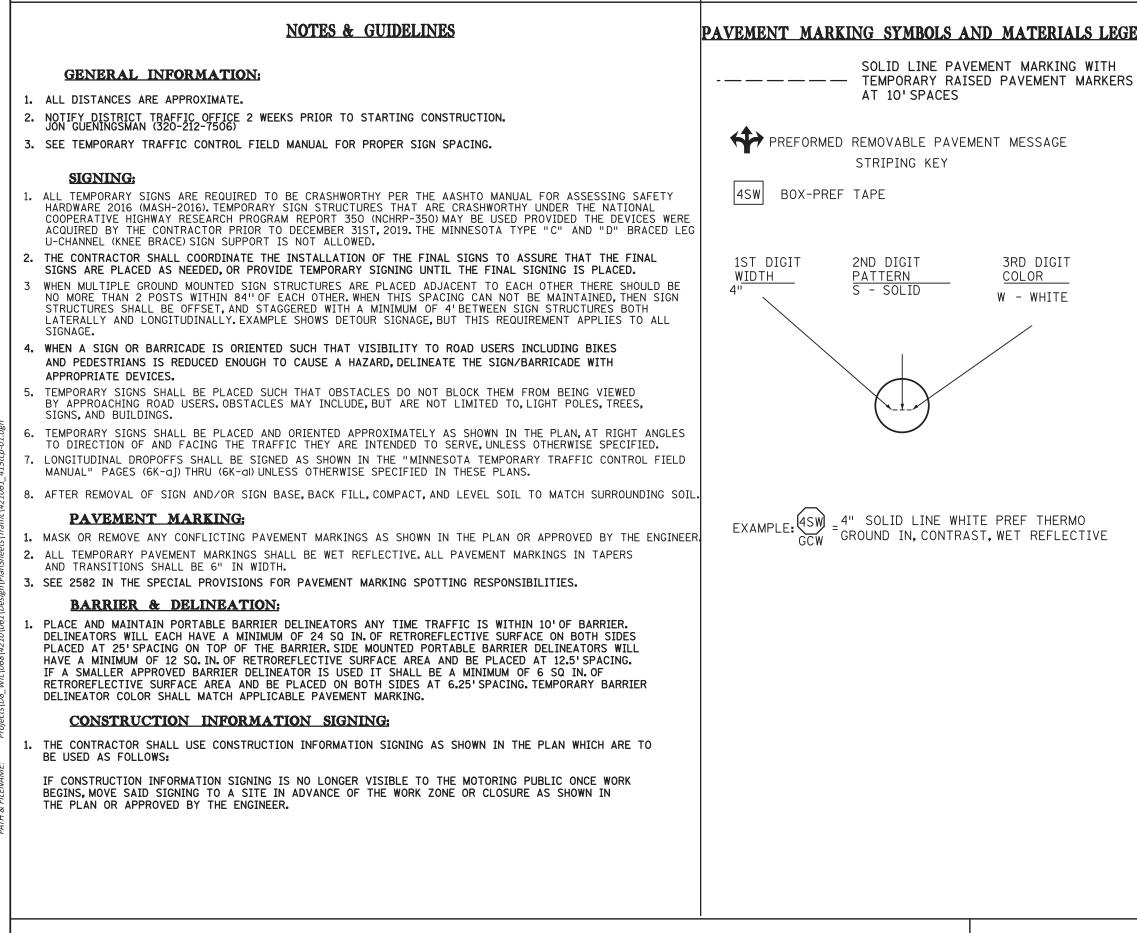


Exhibit C

	1							
END	TRA	FFIC CON	INDEX TROL PL	AN				
				RIPTIONS				
	TC	01	TITLE	E SHEET				
	TC02-	TC03	DET	AILS				
	TCO4-	ТС05	DETO	UR PLAN				
	SYMBOL	DESCRIPTI	<u>ON</u>					
	│├──╞──TR4	AFFIC CONTR	ROL SIGN					
	TYPE III BARRICADE =							
		RNING LIGHT	- TYPE	A FLASHER				
	CLOSED DURING CONSTRUCTION							
	Т.н	.59 & TH 6	S8 DETOUR	ROUTE				
	I HEREBY CERTIFY THA UNDER MY DIRECT SUF ENGINEER UNDER THE	ERVISION AND THAT	I AM A DULY LIC	AS PREPARED BY ME OR ENSED PROFESSIONAL				
	PRINT NAME: CODY	BRAND	LIC	ense * <u>55540</u>				
	DATE: 02/18/202	25 SIGNATURE:	Cody Brand	Digitally signed by Date: 2025.03.11 0				
	DESIGN SQUAD:							
OL PL	ANS	STATE PROJ. NO.	4210-61	SHEET NO.	TC 01			
		TRUNK HWY.	(T.H. 68)	TOTAL SHEETS	TC 05			

GENERAL NOTES:

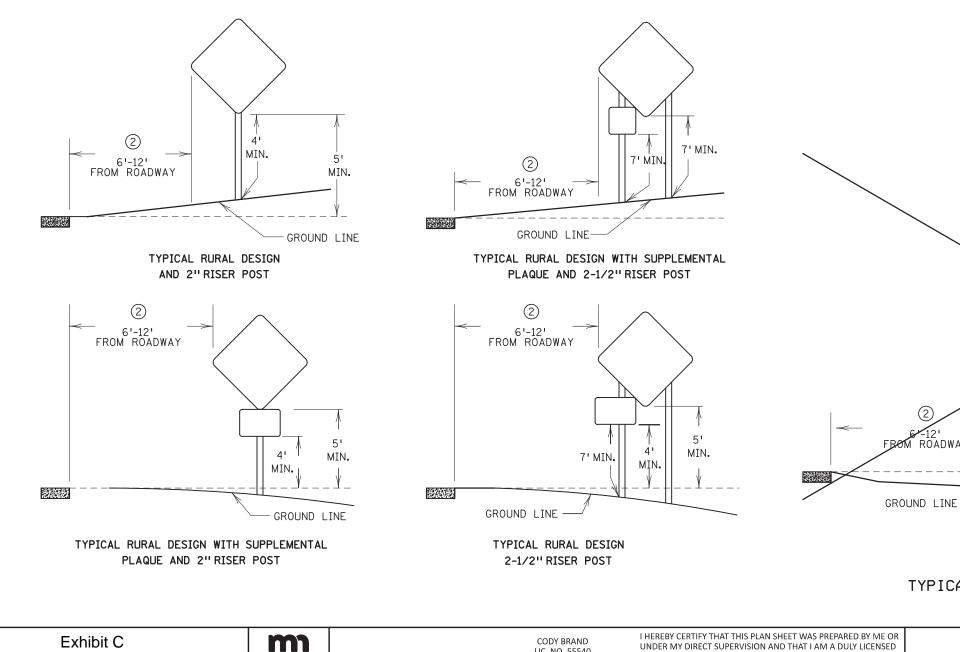
- 1. GROUND MOUNTED SQUARE TUBE SIGN STRUCTURES PLACED WITHIN 50'OF THE RADIUS END OF AN INTERSECTION SHALL BE PLACED ON ONE 2" OR 2-1/2" POST.
- 2. FOR 2" SQUARE TUBE RISER POST IN SOIL, USE FIN BASE PLACED PER MANUFACTURER'S SPECIFICATIONS. USE A 2" X 2" PRE-PUNCHED, GALVANIZED STEEL, SQUARE TUBE RISER POST. PLACE 3/8" STAINLESS STEEL BOLT THROUGH THE 5TH HOLE DOWN FROM THE TOP OF THE BASE. RISER POST SHALL REST ON THE BOLT.
- 3. FOR 2-1/2" SQUARE TUBE RISER POST IN SOIL, USE SLIP BASE PLACED PER MANUFACTURER'S SPECIFICATIONS USING A 10 GAUGE , 2-1/2" X 2-1/2" PRE-PUNCHED, GALVANIZED STEEL, SQUARE TUBE RISER POST WITH A 10 GAUGE 2-3/16" X 2-3/16" PRE-PUNCHED, GALVANIZED STEEL, SQUARE TUBE INTERNAL INSERT.

SPECIFIC NOTES;

- (1) IF ANY PART OF A SIGN OR SIGN ASSEMBLY EXTENDS MORE THAN 4" INTO THE PEDESTRIAN FACILITY, THE MINIMUM HEIGHT TO BOTTOM OF THE SIGN OR SIGN ASSEMBLY SHALL BE 7'.
- ② 6'-12'FROM EDGE OF ROADWAY, MUST BE A MINIMUM OF 6'FROM EDGE OF PAVED SHOULDER (WHEN PRESENT).
- IF GROUND MOUNTED TEMPORARY SIGN OR SIGN ASSEMBLY IS PLACED ON 2-1/2" SQUARE TUBE RISER POST(S), THE MINIMUM CLEARANCE FROM THE GROUND LINE TO THE BOTTOM OF THE LOWEST SIGN ON THE ASSEMBLY SHALL BE 7', OR AS SHOWN IN DETAIL, 3 WHICHEVER IS GREATER.
- (3) 5' MINIMUM IN RURAL. 7' MINIMUM IN BUSINESS, COMMERCIAL, OR RESIDENTIAL AREAS.

DEPARTMENT OF TRANSPORTATION

LICENSED PROFESSIONAL ENGINEER



CODY BRAND

LIC. NO. 55540

DATE: 10-MAR-2025

Internet and the second second

7'

MIN.

(2)

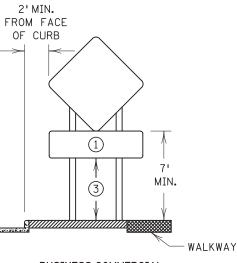
UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED

PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF

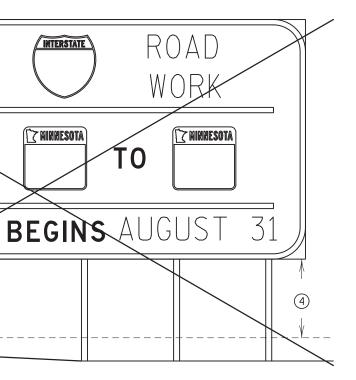
MINNESOTA

ROADWAY

NOT TO SCALE



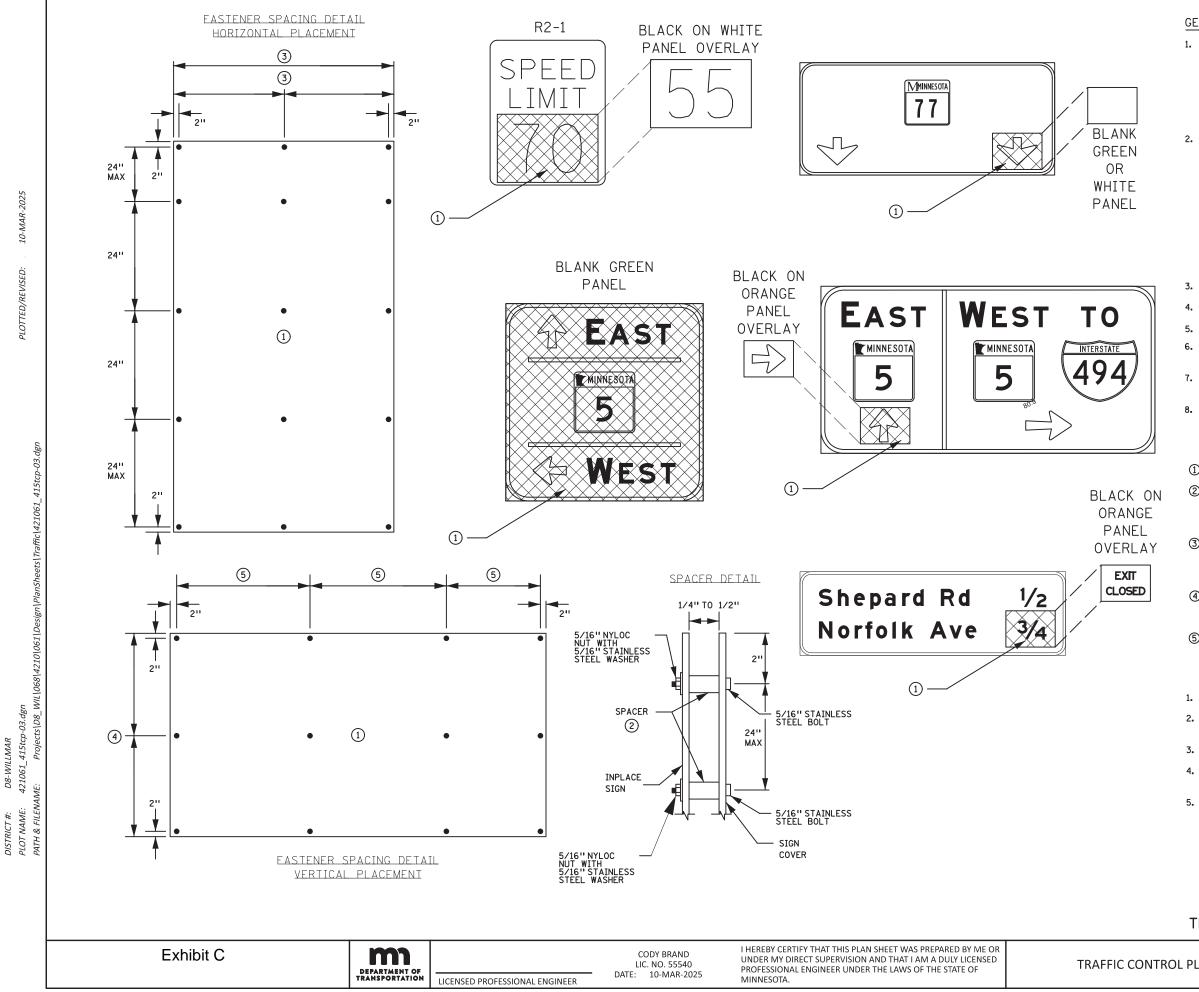
BUSINESS,COMMERCIAL, OR RESIDENTIAL AREA



TYPICAL G20-X2 DESIGN

TYPICAL TEMPORARY SQUARE TUBE GROUND MOUNTED SIGN PLACEMENT

LANS	STATE PROJ. NO.	4210-61	SHEET NO.	TC 02
LANS	TRUNK HWY.	(T.H. 68)	TOTAL SHEETS	TC 05



GENERAL NOTES:

- SIGN COVER PANELS ARE USED TO COVER AN ENTIRE INPLACE SIGN PANEL OR A PORTION THEREOF TO REMOVE OR MODIFY THE SIGN MESSAGE. THEY HAVE NO ADDITIONAL MESSAGE PRINTED ON THEM. SIGN COVER PANELS SHALL BE MADE OF A RIGID MATERIAL (SHEET ALUMINUM, PLYWOOD, CORRUGATED PLASTIC, OR OTHER MATERIAL AS APPROVED BY THE ENGINEER). SIGN COVER PANELS SHALL BE THE SAME COLOR AS THE BACKGROUND COLOR OF THE INPLACE SIGN PANEL AND SHALL COVER THE ENTIRE SIGN PANEL OR MESSAGE ELEMENT.
- SIGN PANEL OVERLAYS ARE USED TO MODIFY THE MESSAGE OF AN INPLACE SIGN PANEL. THEY INCLUDE A SIGN MESSAGE. SIGN PANEL OVERLAYS SHALL BE MADE OF SHEET ALUMINUM WITH THE APPROPRIATE SHEETING MATERIAL AS SPECIFIED ON THE MNDOT SHEETING FOR RIGID PERMANENT SIGNS, DELINEATORS, AND MARKERS APL OR THE MNDOT SHEETING FOR RIGID TEMPORARY WORK ZONE SIGNS APL. SIGN PANEL OVERLAY MESSAGES SHALL BE BLACK ON FLUORESCENT ORANGE, EXCEPT ON REGULATORY SIGNS WHICH SHALL BE THE PROPER COLOR ON A WHITE BACKGROUND. THE MESSAGE SHALL FOLLOW THE REQUIREMENTS OF THE MNDOT STANDARD SIGNS AND MARKINGS MANUAL OR THE FHWA STANDARD HIGHWAY SIGNS MANUAL (AND SUPPLEMENTS). THE SIGN PANEL OVERLAY SHALL FULLY COVER THE MESSAGE ELEMENT(S) BEING MODIFIED. MINIMIZE DAMAGE TO THE INPLACE SIGN PANEL.DO NOT APPLY TAPE TO THE INPLACE SIGN SHEETING.
- SPACERS SHALL BE A MATERIAL THAT WILL NOT HARM THE INPLACE SIGN SHEETING FACE (SUCH AS PLASTIC OR RUBBER). ATTACH SIGN COVER PANEL OR PANEL OVERLAY USING HARDWARE SHOWN IN THE SPACER DETAIL. IF SHEET METAL SCREWS ARE USED TO PLACE CORRUGATED PLASTIC AS A SIGN COVER PANEL, PLACE FENDER WASHERS BETWEEN THE SCREW HEADS AND THE CORRUGATED PLASTIC. REMOVE ALL COVERING MATERIAL, MOUNTING HARDWARE, AND
- FASTENERS WHEN SIGN COVER PANEL OR PANEL OVERLAY IS REMOVED. NO HANDLE OR OTHER LIFTING DEVICE SHALL BE LEFT ATTACHED
- TO ANY SIGN COVER PANEL AFTER PLACEMENT.

SPECIFIC NOTES:

- (1) THE SIGN COVER PANEL OR PANEL OVERLAY SHALL FULLY COVER THE MESSAGE BEING COVERED OR MODIFIED.
- ② INSTALL SIGN COVER PANELS AND PANEL OVERLAYS WITH SPACERS THAT PROVIDE A SPACING OF 1/4 IN TO 1/2 IN BETWEEN THE COVER MATERIAL AND THE INPLACE SIGN. THE SPACERS SHALL HAVE AN OUTSIDE DIAMETER BETWEEN 3/8 IN TO 7/8 IN. EACH FASTENER REQUIRES A SPACER.
- (3) IF THE SIGN COVER PANEL OR PANEL OVERLAY IS GREATER THAN 48 IN WIDE, THE FASTENER SPACING SHALL BE NO GREATER THAN 24 IN. IF THE SIGN COVER PANEL OR PANEL OVERLAY IS LESS THAN 24 IN WIDE, DO NOT INSTALL A CENTER FASTENER (UNLESS REQUIRED BY SPECIFIC NOTE (4)).
- (4) VERTICAL SPACING FOR FASTENERS IS 50% OF THE SIGN COVER PANEL OR PANEL OVERLAY. IF THE SIGN COVER PANEL OR PANEL OVERLAY IS LESS THAN 24 IN HIGH, DO NOT INSTALL A CENTER FASTENER (UNLESS REQUIRED PER SPECIFIC NOTE (5)). (5) HORIZONTAL SPACING FOR FASTENERS SHALL NOT BE LESS THAN 15 IN NOR MORE THAN 24 IN.
 - ASSEMBLY STEPS

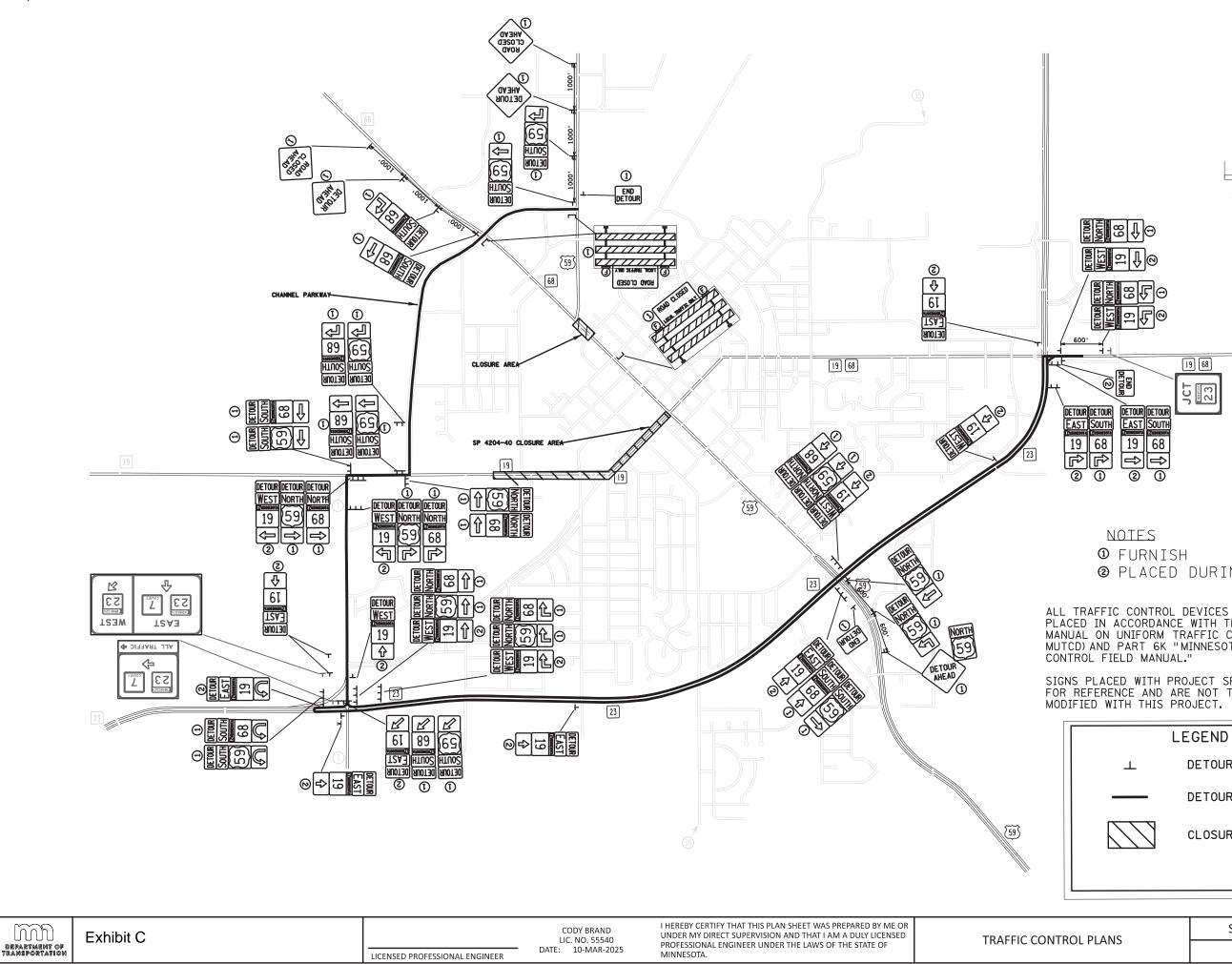
DRILL 11/32 IN HOLES ON THE SIGN COVER PANEL OR PANEL OVERLAY IN ACCORDANCE WITH THE FASTENER SPACING DETAILS. ATTACH PLASTIC SPACERS TO SIGN COVER PANEL OR PANEL OVERLAY WITH DOUBLE FACED TAPE, CENTERED BEHIND EACH DRILLED HOLE. POSITION THE COVER OR OVERLAY MATERIAL OVER THE SIGN OR MESSAGE TO BE MODIFIED.

DRILL ALL THE OUTSIDE HOLES THROUGH THE INPLACE SIGN PANEL AND ATTACH THE COVER OR OVERLAY MATERIAL WITH APPROPRIATE FASTENERS.

DRILL ALL THE INNER HOLES THROUGH THE INPLACE SIGN PANEL AND ATTACH WITH APPROPRIATE FASTENERS.

TEMPORARY SIGN COVERING AND MODIFICATION

LANS	STATE PROJ. NO.	4210-61	SHEET NO.	TC 03
LANS	TRUNK HWY.	(T.H. 68)	TOTAL SHEETS	TC 05



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SCALE IN FEET

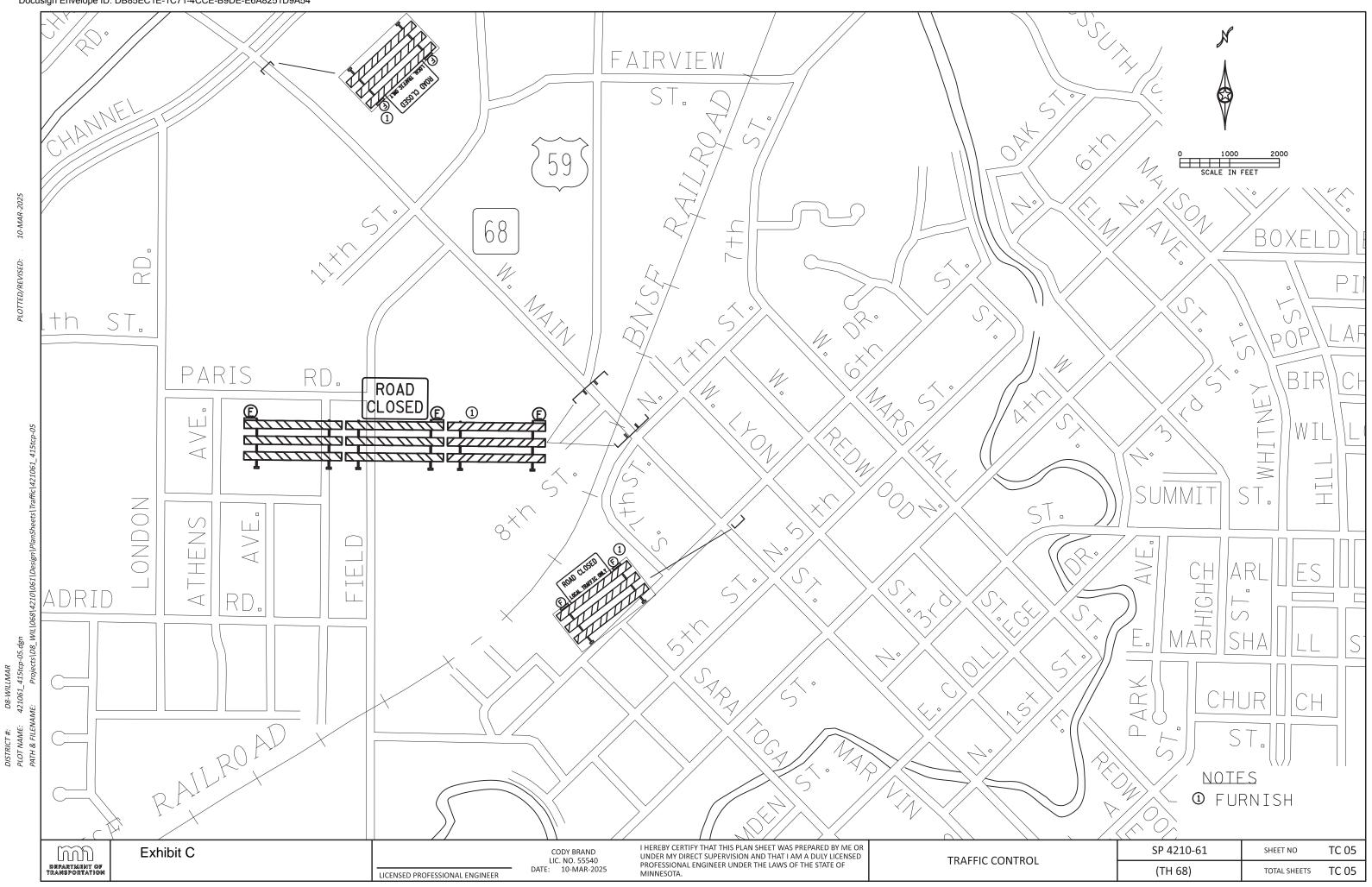
- PLACED DURING SP 4204-40

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM AND BE PLACED IN ACCORDANCE WITH THE CURRENT "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD) AND PART 6K "MINNESOTA TEMPORARY TRAFFIC CONTROL FIELD MANUAL."

SIGNS PLACED WITH PROJECT SP 4204-40 ARE SHOWN FOR REFERENCE AND ARE NOT TO BE REMOVED OR MODIFIED WITH THIS PROJECT.

LEGEND			
L	DETOUR SIGN		
<u> </u>	DETOUR ROUTE		
	CLOSURE AREA		
	SP 4210-61	SHEET NO	TC

ROL PLANS	SP 4210-61	SHEET NO	TC 04
	(TH 68)	TOTAL SHEETS	TC 05



DIVISION S

S-1 (1407) FINAL CLEANUP

Note: Wherever used in Sections 1407 (FINAL CLEANUP), 1505 (COOPERATION BY CONTRACTORS), 1708 (RAILROAD-HIGHWAY PROVISIONS), and 1717 (AIR, LAND and WATER POLLUTION) of the Special Provisions, the terms "Railway," "Railroad," "BNSF" and "Company" mean BNSF Railway Company.

S-1.1 The first paragraph set forth under MnDOT 1407 is supplemented as follows:

BNSF's property shall be left in a condition at least equal to that existing before the work was started, as determined by the Engineer and BNSF after consultation.

S-2 (1505) COOPERATION BY CONTRACTORS

The provisions of MnDOT 1505 are supplemented with the following:

Note: Wherever used in Sections 1407 (FINAL CLEANUP), 1505 (COOPERATION BY CONTRACTORS), 1708 (RAILROAD-HIGHWAY PROVISIONS), and 1717 (AIR, LAND and WATER POLLUTION) of the Special Provisions, the terms "Railway," "Railroad," "BNSF" and "Company" mean BNSF Railway Company.

The Contractor will be required to make his own arrangements with the Company for coordinating his operations and those of the Company. No compensation in addition to the Contract prices will be made to the Contractor for any costs incurred by him, or because of any delays to his forces or equipment, which may be caused by the operations of the Company.

COMPANY ADDRESS and PHONE NUMBER:

BNSF Railway Company 80 – 44th Ave. NE Minneapolis, MN 55421

CONTACT PERSON

Alex Fiorini BNSF Manager Public Projects (Phone – 763/782-3476)

Average train traffic per 24-hour period on this route is a combination of 7 freight and 0 passenger trains at a timetable speed of 49 MPH (this information was provided by the Company in 2023 – if additional/current information is necessary, please contact the Company's Manager of Public Projects.

S-3 (1708) RAILROAD-HIGHWAY PROVISIONS

Note: Wherever used in Sections 1407 (FINAL CLEANUP), 1505 (COOPERATION BY CONTRACTORS), 1708 (RAILROAD-HIGHWAY PROVISIONS), and 1717 (AIR, LAND and WATER POLLUTION) of the Special Provisions, the terms "Railway," "Railroad," "BNSF" and "Company" mean BNSF Railway Company.

All work over, below, or adjacent to the Company's right of way shall be performed in conformance with the provisions of MnDOT 1708 and the following:

S-3.1 The provisions of MnDOT 1708.3 are modified to the extent that the Contractor shall provide evidence of Insurance, in accordance with the following provisions:

INSURANCE REQUIREMENTS:

(A) Before commencing any work under this contract, the Contractor must provide and maintain in effect insurance, at Contractor's expense, covering all of the work and services to be performed hereunder by the Contractor and each of its subcontractors, as described below.

- Workers' compensation coverage as required by Minnesota law, but if optional under Minnesota law the insurance must cover all employees anyway. <u>THE CERTIFICATE</u> <u>MUST CONTAIN A SPECIFIC WAIVER OF THE INSURANCE COMPANY'S</u> <u>SUBROGATION RIGHTS AGAINST THE BNSF RAILWAY COMPANY.</u>
- (2) Commercial general liability insurance covering liability, including but not limited to public liability, personal injury and property damage, with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Where explosion, collapse, or underground hazards are involved, the X, C and U exclusions must be removed from the policy;
- (3) Automobile liability insurance, including bodily injury and property damage, with coverage of at least \$1,000,000 combined single limit or the equivalent;
- (4) Railroad protective liability insurance stating <u>BNSF RAILWAY COMPANY</u> is the named insured covering all of the liability assumed by the Contractor under the provisions of this Agreement with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The form of the Railroad protective liability insurance policy shall be reasonably acceptable to the Company.

All insurance shall be placed with insurance companies licensed to do business in the States in which the work is to be performed, and with current Best's Insurance Guide Ratings of A and Class X, or better.

If any work is to be performed within 50 feet of a railroad track, then insurance must provide coverage of incidents occurring within 50 feet of a railroad track, and any provision to the contrary in the insurance policy must be specifically deleted.

In all cases, the certificate must specifically state that <u>"BNSF RAILWAY COMPANY IS AN</u> <u>ADDITIONAL INSURED"</u>

Any coverage afforded to the Company, the certificate holder, as an additional insured shall apply as primary and not excess to any insurance issued in the name of the Company.

(B) Before commencing any work hereunder, the Contractor shall furnish to the Company a certificate of insurance on a form acceptable to the Company, evidencing the issuance to the Contractor of the policies of insurance providing the types of insurance and limits of liability prescribed above, and certifying that the Company shall be given not less than 30 days' written notice prior to any material change, substitution or cancellation prior to normal expiration dates. Cancellation or expiration of any of said policies of insurance shall not preclude the Company from recovery thereunder for any liability arising under this Agreement.

(C) The purchase of insurance as herein provided shall not in any way limit the liability of the Contractor to the Company.

The following information must appear on the Certificate of General Liability Insurance and entire Railroad Protective Insurance Policies to identify the Project policies are issued to cover:

Project: <u>Project: S.P. 4210-61 (MNTH 68), Agreement No. 1059392, Construction &</u> <u>Maintenance agreement for Roadway Drainage Project, Marshall, Lyon County, MN</u>

Send Certificate of General Liability Insurance and entire Railroad Protective Insurance Policies for approval to:

BNSF@certfocus.com

Mail: BNSF Railway Company PO BOX 140528 Kansas City, MO. 64114 Copy: Alex Fiorini Manager Public Projects BNSF Railway Company 80 – 44th Ave NE Minneapolis, MN 55421

S-3.2 The insurance coverage's as required shall be in full force and effect before any work or operations are commenced on the Railway's property and shall be kept in full force until all work to be performed under the terms of the Contract has been accepted by the Engineer.

The policy shall provide that, in the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 15 days after the Director of Railroad Administration has received notice of such change or cancellation from the insurance company. The insurance coverage shall be executed by an insurer qualified to write such policies in the State of Minnesota.

In addition, the Contractor shall furnish either two (2) duplicate original copies or two (2) certified copies of the certificate of insurance at least 10 days in advance of the starting date of the work for which insurance is required. These shall be delivered to the Manager of Railroad Administration, Mail Stop 470, 395 John Ireland Blvd., St. Paul, MN 55155-1899. The Railroad Administration Manager will make the necessary distribution of certificates and policies.

S-3.3 The fourth paragraph set forth under MnDOT 1708.4 is supplemented as follows:

The Contractor is advised that MnDOT and the Railway have entered into MnDOT Agreement Number <u>1059392</u>, wherein MnDOT and the Railway have agreed that the Railway will provide flagging and protective services at no cost.

S-4 (1717) AIR, LAND and WATER POLLUTION

Note: Wherever used in Sections 1407 (FINAL CLEANUP), 1505 (COOPERATION BY CONTRACTORS), 1708 (RAILROAD-HIGHWAY PROVISIONS), and 1717 (AIR, LAND and WATER POLLUTION) of the Special Provisions, the terms "Railway," "Railroad," "BNSF" and "Company" mean BNSF Railway Company.

S-4.1 The provisions of MnDOT 1717 are modified with these additional BNSF Requirements:

- 1717.3 BNSF Requirements:
- (A) As used in this subsection 1717.3:

The terms "hazardous waste", "pollutant", and "contaminant" will have the meaning given to such terms in the Resource Conservation and Recovery Act ("RCRA"), Minnesota Statutes Chapters 115A and 116, and the regulations promulgated under RCRA and Minnesota Statutes Chapters 115A and 116. The term "Environmental Laws" means all federal and State of Minnesota statutes, regulations, codes, and rules applicable to the contractor's work and pertaining in any way to the protection of human health or the environment, including, but not limited to, RCRA, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, Minnesota Statutes Chapters 115A and 116, and the Minnesota Environmental Response and Liability Act ("MERLA"). The term "Environmental Laws" also includes any lawful order of a federal or State of Minnesota department, agency, or court acting pursuant to applicable Environmental Laws. The term "Hazardous Substance" means (1) hazardous waste (as defined above) and (2) any and every other hazardous, toxic, radioactive, or infectious substance, material, or waste as defined in, listed in, or regulated under any Environmental Law, including, but not limited to, petroleum oil and any of its fractions. The terms "release" and "threatened release" have the meaning given to them in CERCLA and MERLA.

(B) The contractor and its employees, agents, and subcontractors shall not:

(1) Treat, store or dispose of any hazardous waste, pollutant, or contaminant in such a way as to subject it to permitting requirements for a treatment, storage, or disposal facility under the RCRA or other applicable Environmental laws; or

(2) Knowingly or negligently cause, contribute to, or exacerbate the release of any Hazardous Substance, Pollutant, or Contaminant on BNSF's property or any public right of way traversing BNSF's property.

(C) If the contractor (or any of its employees, agents, or subcontractors) discovers any Hazardous Substance, Pollutant, or Contaminant including but not limited to any non-containerized commodity or material, on BNSF's property or any public right of way traversing BNSF's property while performing the work under this contract, the contractor shall immediately notify BNSF's Resource Operations Center at (800) 832-5452 of such discovery and shall take the actions set forth in subsections 1717.1 and 1717.2. In addition, if such discovery occurs, the contractor will take safeguards necessary to protect its employees, subcontractors, agents, and/or third parties, and exercise due care with respect to the Hazardous Substance, including the taking of all appropriate measures to minimize the impact of the release of such Hazardous Substance, Pollutant, or Contaminant.

RESOLUTION NUMBER 25-

RESOLUTION APPROVING MNDOT CONSTRUCTION PLANS FOR MnDOT PROJECT SP 4210-61 (TH 68) AND AUTHORIZING THE CONSTRUCTION TO OCCUR ON CITY RIGHT-OF-WAY

WHEREAS, the City of Marshall has been provided with the design plans for SP 4210-61 (TH68), the "Project";

AND WHEREAS, said Project will include rail crossing enhancements, along with the installation of new drainage intakes and an 18" pipe crossing of the BNSF railroad;

AND WHEREAS, MnDOT will install subgrade drainage beneath TH 68 and the railroad tracks to enhance the long-term durability of the crossing;

AND WHEREAS, said project will include construction of drainage facilities that will be located on City Right-of-Way, as well as MnDOT Right-of-Way;

AND WHEREAS, said Project will require execution of a joint agreement between the City, MnDOT, and BNSF;

AND WHEREAS, the City is not cost participating in this construction Project;

AND WHEREAS MnDOT will acquire Temporary Orders from the City of Marshall to complete the drainage portion of the Project;

AND WHEREAS, the City of Marshall will maintain the proposed storm sewer facilities as outlined in Mn/DOT Agreement No. 90606-R, Article VI, Section D paragraph 1, and as modified by the Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALL, MINNESOTA:

1. The City of Marshall hereby approves the MnDOT construction plans for MnDOT Project SP 4210-61 (TH 68) and authorizes the construction to occur on City of Marshall Right-of-Way.

Passed and adopted by the City Council this _____ day of _____, 2025.

ATTEST:

Mayor

City Clerk

This Instrument Drafted by: Jason R. Anderson, P.E. Director of Public Works/City Engineer