

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

<p>State Project Number (SP): <u>4204-40</u></p> <p>Trunk Highway Number (TH): <u>19=014</u></p> <p>State Project Number: <u>4205-92</u></p> <p>State Project Number: <u>139-010-016</u></p> <p>State Project Number: <u>139-111-007</u></p> <p>State Project Number: <u>139-122-007</u></p> <p>State Project Number: <u>139-107-009</u></p> <p>State Project Number: <u>139-115-005</u></p> <p>Federal Project Number: <u>NHPP-RAISE-STBG-CRP 0019(306)</u></p> <p>Lighting System Feed Point No.: <u>TP1, T1, T2, A, TX1, TX2, TX3, T6, B, T8, T10, T14</u></p> <p>Bridge Number: <u>5083</u></p> <p>Signal System "A" ID: <u>1735158</u></p> <p>Signal System "B" ID: <u>1735433</u></p> <p>Signal System "C" ID: <u>1735161</u></p>	<p>Total City Obligation <u>\$8,187,985.80</u></p> <p>Anticipated City Federal Aid <u>\$2,965,619.76</u></p> <p>City Non-Federal Aid <u>\$5,222,366.04</u></p>
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This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Marshall, acting through its City Council ("City").

Recitals

1. The State will perform grading, concrete and bituminous surfacing, signal systems, lighting, ADA improvements, EV charging station, and Bridge No. 5083 construction and other associated construction upon, along, and adjacent to Trunk Highway No. 19 from 700 feet east of Channel Parkway to Bruce Street according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 4205-92 and No. 4204-40 (TH 19=014) ("Project"); and
2. The City has requested the State include in its Project water main, sanitary sewer, sidewalk, lighting, pedestrian crosswalk flasher system, roadway, and parking lane construction; and
3. The City requests that it perform certain aspects of the construction engineering in connection with the water main and sanitary sewer construction and the State concurs in that request; and
4. The City wishes to participate in the costs of the signal system, water main, sanitary sewer, sidewalk, lighting, pedestrian crosswalk flasher system, roadway, and parking lane construction and associated State performed construction engineering; and
5. The federally eligible City participation construction will be reduced by the amount of Federal aid funding received for said construction; and
6. Agreement No. 1057112 between the State and Avera Marshall Regional Medical Center will address SP 139-080-005 EV charging station construction and maintenance; and

7. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
8. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 4. Pedestrian Crosswalk Flasher System Power, Ownership, Operation, Maintenance and Compliance; 10. Liability; Worker Compensation Claims; 12. State Audits; 13. Government Data Practices; 15. Governing Law; Jurisdiction; Venue; and 17. Force Majeure. The terms and conditions set forth in Article 5. Signal Systems and Emergency Vehicle Preemption Systems 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.** Plans, specifications, and special provisions designated by the State as State Project No. 4205-92 and No. 4204-40 (TH 19=014) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineer and attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction.**
 - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and except as provided below, perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - B. **Construction Engineering and Inspection by the City.** The City will assign its City Engineer or other registered professional engineer to perform construction engineering in connection with the water main and sanitary sewer construction. The engineer so assigned will act under the supervision and direction of the State and be responsible for construction inspection, construction staking and surveying, and associated documentation for said construction. The construction will be performed according to the Project Plans and recognized and accepted practices and procedures as set forth in various State manuals, including Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction". The City will furnish other personnel, services,

supplies, and equipment needed to properly carry on the construction.

- i. **Documentation of Construction Costs.** At regular intervals after the State's contractor has started the water main and sanitary sewer construction, the City will prepare partial estimates of the construction costs according to the terms of the construction contract and immediately submit the partial estimates to the State. The City will also prepare the final estimate data for said construction and submit the final estimate to the State. Quantities listed on the partial and final estimates will be documented according to guidelines in the applicable documentation manual.
- ii. **Final Inspection of Construction.** Upon completion of the water main and sanitary sewer construction, the City will advise the State whether or not said construction should be accepted by the State as being performed in a satisfactory manner. If the City recommends that the State not accept the construction, then the City will, as part of their recommendation, identify the specific defects in the construction and the reasons why it should not be accepted. Any recommendations made by the City are not binding on the State. The State will determine, after considering the City's recommendations, whether or not the construction has been properly performed and whether to accept or reject it.
- iii. **Inspection of Other City Participation Construction.** The remainder of the City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. **Plan Changes, Additional Construction, Etc.**

- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by a written exchange with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. **Permits.**

- A. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).

- B. The City will submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, under Minnesota Statutes § 115.07 or Minnesota Rules 7001.1030, subpart 2C, either a permit or written waiver from that agency for that construction or reconstruction. The City is advised that under Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.

2.6. Utility Adjustments. Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

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

3.1. Roundabout on TH 19.

- A. **Roundabout Approaches.** Maintenance of 2nd Street and Country Club Drive approaches up to the curb line of the outer circle of the TH 19 roundabout. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices.
- B. **Roundabout Circle.** Maintenance of the roundabout circle on TH 19 at 2nd Street and Country Club Drive. The State and City will provide for snow, ice and debris removal of the roadway portion of the roundabout circle in conjunction with ongoing maintenance activities of their respective roadway approaches to the roundabout circle. The State will provide for resurfacing, seal coating, and any other maintenance activities necessary to perpetuate the roadway portion of the roundabout circle in a safe and usable condition.
- C. **Roundabout Landscaping.** Maintenance of any landscaping in the TH 19 at 2nd Street and Country Club Drive roundabout. Maintenance includes but is not limited to, vegetation control, litter and debris removal, removal and replacement of all dead or diseased plantings, and any other maintenance activities necessary to perpetuate the landscaping in a safe, usable, and aesthetically acceptable condition.

3.2. Community Entrance Monument. Maintenance and ownership of the Community Entrance Monument construction located in the TH 19 at 2nd Street and County Club Drive roundabout center. Maintenance includes graffiti removal and any other maintenance activities necessary to perpetuate the monument in a safe, usable, and aesthetically acceptable condition.

3.3. Storm Sewers. Routine maintenance of any storm sewer facilities construction, including the water quality baffles. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.

3.4. Municipal Utilities. Maintenance of any municipal-owned utilities construction, without cost or expense to the State.

- 3.5. 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, 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.
- 3.6. Lighting.** Maintenance and ownership of any lighting facilities construction, except for lighting on Bridge No. 5151 and No. 5083. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. 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 the lighting facility.
- 3.7. Bridge Lighting.** Maintenance of Bridge No. 5151 and No. 5083 lighting facilities. Maintenance of electrical lighting systems includes everything within the system that is outside of the bridge abutments and Gopher State One Call locates up to the bridge abutments. 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 the bridge lighting facilities.
- 3.8. 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.

4. Pedestrian Crosswalk Flasher System Power, Ownership, Operation, Maintenance and Compliance

Power, ownership, operation, maintenance, and compliance responsibilities will be as follows for the new Pedestrian Crosswalk Flasher Systems on TH 19 between High Street and Whitney Street, and on TH 19 between Lyon Street and Redwood Street:

- 4.1. Power.** The flasher systems are solar powered and will have no upfront hookup or ongoing power costs. If the systems are replaced in the future, any upfront and/or ongoing costs associated with providing power to the systems are the responsibility of the City. The City will own and be responsible for the solar panel to operate the flasher systems.
- 4.2. Ownership, Operation and Maintenance.** Upon completion of this project, the City will own the Pedestrian Crosswalk Flasher Systems. The City will operate and maintain the Pedestrian Crosswalk Flasher Systems, perform all Gopher State One Call locating, and be responsible for future system replacement, all at the City's cost and expense. The maintenance includes, but is not limited to: snow, ice, and debris removal of the pedestrian landings and ramps, associated signing, crosswalk pavement markings, solar panel cleaning/replacement, battery replacement, and lighting without cost or expense to the State. The City will perform all system maintenance in a timely manner.
- 4.3. Compliance.** The City will also be responsible for replacement or upgrades to meet compliance of current and future ADA requirements without cost or expense to the State. If the City fails to comply with the

maintenance terms or ADA requirements, or if a safety issue develops, the State may require the City to remove the Pedestrian Crosswalk Flasher Systems or the State may remove it at the City's cost.

4.4. Right-of-Way Access. The City will submit to the State form "Application for Miscellaneous Work on Trunk Highway Right-of-Way" (Form 1723) in order to perform TH 19 pedestrian crosswalk marking maintenance as described in Article 4.2.

4.5. Related Agreement. This Agreement will supersede and terminate Agreement No. 1049268, dated March 3, 2022, between the parties.

5. Signal Systems and Emergency Vehicle Preemption Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal Systems and Emergency Vehicle Preemption (EVP) Systems on TH 19 at Saratoga Street, on TH 19 at Main Street/TH 68/TH 59, on TH 19/TH 68 at Bruce Street, and for the Interconnect on TH 19 from Saratoga Street to Bruce Street.

5.1. 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 Systems, EVP Systems, 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 Light-emitting Diode (LED) luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended American Association of State Highway and Transportation Officials (AASHTO) levels for the installation.
 - ii.** Replace the Signal Systems 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.** Clean the Signal Systems controller cabinet and service cabinet exteriors.
 - iv.** Clean and, where applicable, paint the Signal Systems, and luminaire mast arm extensions. Painting will be in accordance with MnDOT Standard Specification 2565.3U, unless approved by the State's District Traffic Engineer.
 - v.** Paint and maintain the cross-street pedestrian crosswalk markings.
 - vi.** Reimburse the State for the costs associated with battery replacement, if any, for the battery back-up system which includes battery purchase, installation, and disposal.

5.2. State Responsibilities.

- A. Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, Accessible Pedestrian Signals (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 and invoice the City 100% of the costs associated with this work.

- C. *EVP Systems Operation.*** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:
- i. All maintenance of the EVP Systems 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 Systems must be reported to the State immediately.
 - iv. In the event the EVP Systems 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 Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.
 - v. All timing of the EVP Systems will be determined by the State.

5.3. *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.

5.4. *Related Agreements.* This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 56291, dated November 14, 1969, between the State, the City, and Lyon County for the intersection of TH 19 at Saratoga Street.

This Agreement will supersede and terminate Agreement No. 63491M, dated July 22, 1986, between the parties for the intersection of TH 19 at Main Street/TH 68/TH 59.

This Agreement will supersede and terminate Agreement No. 69427, dated June 16, 1992, between the parties, for the intersection of TH 19/TH 68 at Bruce Street.

6. Basis of City Cost

6.1. *Schedule "I".* The Preliminary Schedule "I" includes anticipated City participation construction items, State Furnished Materials lump sum amounts and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

6.2. *City Participation Construction.* The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field office, and traffic control. It is anticipated that Federal aid funding will be available to the City as defined below. The City may be billed for the match of their cost participation as shown on the Schedule "I". City costs will include an amount equal to all anticipated Federal aid funding not applied to the federally eligible City participation construction.

A. 100 Percent will be the City's rate of cost participation in all of the SP 139-010-016 roundabout construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 through No. 4 of the Preliminary Schedule "I". RAISE Federal aid funds will be applied at a rate of 100 Percent up to the capped amount. The RAISE Federal aid funds are capped at **\$1,004,234.00** and may be modified at the time of award.

B. 100 Percent will be the City's rate of cost participation in all of the SP 139-122-007 County Club Drive construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 5 through No. 7 of the Preliminary Schedule "I". RAISE Federal aid funds will be applied at a

rate of 100 Percent up to the capped amount. The RAISE Federal aid funds are capped at **\$308,000.00** and may be modified at the time of award. STBG Federal aid funds will be applied at a rate of 80 Percent up to the capped amount. STBG Federal aid funds are capped at **\$183,832.00** and may be modified at the time of award.

- C. 100 Percent will be the City's rate of cost participation in all of the SP 139-111-007 Signal System "A" construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 8 of the Preliminary Schedule "I". RAISE Federal aid funds will be applied at a rate of 100 Percent up to the capped amount. The RAISE Federal aid funds are capped at **\$205,000.00** and may be modified at the time of award. STBG Federal aid funds will be applied at a rate of 80 Percent up to the capped amount. STBG Federal aid funds are capped at **\$23,832.00** and may be modified at the time of award.
 - D. 100 Percent will be the City's rate of cost participation in all of the SP 139-107-009 South Bruce Street construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 9 and No. 10 of the Preliminary Schedule "I". RAISE Federal aid funds will be applied at a rate of 100 Percent up to the capped amount. The RAISE Federal aid funds are capped at **\$242,000.00** and may be modified at the time of award. STBG Federal aid funds will be applied at a rate of 80 Percent up to the capped amount. STBG Federal aid funds are capped at **\$293,833.00** and may be modified at the time of award.
 - E. 100 Percent will be the City's rate of cost participation in all of the SP 139-115-005 North Bruce Street construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 11 through No. 13 of the Preliminary Schedule "I". RAISE Federal aid funds will be applied at a rate of 100 Percent up to the capped amount. The RAISE Federal aid funds are capped at **\$386,000.00** and may be modified at the time of award. STBG Federal aid funds will be applied at a rate of 80 Percent up to the capped amount. STBG Federal aid funds are capped at **\$610,000.00** and may be modified at the time of award.
 - F. 100 Percent will be the City's rate of cost participation in all of the SP 4204-40 City utilities construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 14 through No. 16 of the Preliminary Schedule "I".
- 6.3. Parking Lane.** 10 Percent will be the City's bid-based lump sum rate of cost participation in all of the SP 4204-40 and SP 4205-92 parking lane construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 17 of the Preliminary Schedule "I".
- 6.4. State Furnished Materials.** The State will furnish a ATC Cabinet 350, Autoscope System, and Autoscope Cameras ("State Furnished Materials"), according to the Project Plans, for each traffic control signal system (Signal System "A" and Signal System "C") cost share covered under this Agreement. The City's lump sum share for State Furnished Materials is **\$93,822.18**. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I".
- 6.5. Construction Engineering Costs.** The City will pay a construction engineering charge equal to 4 percent of the total water main and sanitary sewer City participation construction covered under Article 6.2.F. The City will pay a construction engineering charge equal to 8 percent of the remainder of the City participation construction covered under this Agreement.
- 6.6. Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

6.7. Liquidated Damages. All liquidated damages assessed the State'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.

7. City Cost and Payment by the City

7.1. City Cost. \$8,187,985.80 is the City's estimated share of the costs of the contract construction and State Furnished Materials, including Federal aid, and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

7.2. Conditions of Payment. The City will pay the State the City's total estimated construction and construction engineering cost share, minus anticipated City Federal aid, as shown in the Revised Schedule "I", after the following conditions have been met:

- A.** Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
- B.** The City's receipt of a written request from the State for the advancement of funds.

7.3. Acceptance of the City's Cost and Completed Construction. The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

7.4. Final Payment by the City. Upon completion of all contract construction and upon computation of the final amount due the State's contractor and determination by the Federal Highway Administration of the amount of its reimbursement to the State, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. The Final Schedule "I" may also include City costs in an amount equal to all Federal aid funding not applied to the federally eligible City participation construction, State Furnished Materials, and associated construction engineering. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

8. 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.

8.1. 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

8.2. The City's Authorized Representative will be:

Name, Title: Jason Anderson, City Engineer (or successor)
Address: 344 West Main Street, Marshall, MN 56258
Telephone: (507) 537-6773
E-Mail: jason.anderson@ci.marshall.mn.us

9. Assignment; Amendments; Waiver; Contract Complete

- 9.1. *Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.
- 9.2. *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.
- 9.3. *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.
- 9.4. *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.

10. Liability; Worker Compensation Claims

- 10.1.** 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.
- 10.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

11. Nondiscrimination

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

12. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

13. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

14. Telecommunications Certification

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

15. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Termination; Suspension

16.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

16.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

16.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

17. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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CITY OF MARSHALL

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

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

PRELIMINARY SCHEDULE "I"

Agreement No. 1056297

City of Marshall

SP 4204-40 (TH 19=014), SP 4205-92

Preliminary: October 4, 2024

SP 139-010-016, SP 139-122-007, SP 139-111-007, SP 139-107-009, SP 139-115-005

Fed. Proj. NHPP-RAISE-STBG-CRP 0019(306)

Grading, concrete and bituminous surfacing, signals, lighting, ADA improvements, EV charging station, and Bridge No. 5083 construction to start approximately 2025 under State Contract No. ____ with ____

located on TH 19 from 700 feet east of Channel Parkway to Bruce Street

CITY COST PARTICIPATION					
	TOTALS	No Federal Aid	STBG Match	STBG	RAISE
			20 Percent	80 Percent	100 Percent
Roadway					
SP 139-010-016 Roundabout (From Sheet No. 4)		0.00			776,699.68
SP 139-122-007 Country Club Drive (From Sheet No. 7)		0.00	45,039.65	180,158.62	308,000.00
SP 139-111-007 Signal System "A" (From Sheet No. 8)		0.00	3,321.00	13,284.00	205,000.00
SP 139-107-009 South Bruce Street (From Sheet No. 10)		0.00	67,529.31	270,117.23	242,000.00
SP 139-115-005 North Bruce Street (From Sheet No. 13)		0.00	146,090.06	584,360.23	386,000.00
SP 4204-40 City Utilities (State Inspection) (From Sheet No. 16)		1,101,280.61			
SP 4204-40, SP 4205-92 Parking Lane (Lump Sum on Bid) (From Sheet No. 17)		1,693.25			
State Furnished Materials (Lump Sum) (From Sheet No. 18)		93,822.18			
Roadway Construction Subtotals	\$4,424,395.83	1,196,796.05	261,980.02	1,047,920.08	1,917,699.68
Construction Engineering (8%)	\$353,951.67	353,951.67			
Utilities					
SP 4204-40 City Utilities (City Inspection) (From Sheet No. 16)		3,278,498.38			
Utility Construction Subtotals	\$3,278,498.38	\$3,278,498.38			
Construction Engineering (4%)	\$131,139.94	131,139.94			
Totals					
(1) Total City Obligation	\$8,187,985.80				
Total Anticipated Federal Aid	(\$2,965,619.76)				
(2) Total City Obligation minus Anticipated Federal Aid	\$5,222,366.04				

(1) Amount of total City obligation as described in Article 7.1 of the Agreement (estimated amount)

(2) Amount of advance payment as described in Article 7.2 of the Agreement (estimated amount)

(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-010-016 ROUNDBOUT WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.03	1,640,000.00	49,200.00
2031.502	FIELD OFFICE	EACH	0.03	20,500.00	615.00
2101.502	CLEARING	EACH	4.00	410.00	1,640.00
2101.502	GRUBBING	EACH	4.00	358.75	1,435.00
2104.502	REMOVE SIGN	EACH	2.00	61.50	123.00
2104.502	REMOVE SIGNAL SYSTEM D	EACH	0.25	14,350.00	3,587.50
2104.502	REMOVE SIGNAL SYSTEM E	EACH	0.50	14,350.00	7,175.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	50.00	4.10	205.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	180.00	2.05	369.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	180.00	12.30	2,214.00
2104.503	REMOVE CURB & GUTTER	LIN FT	470.00	5.13	2,408.75
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	60.00	13.33	799.50
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	310.00	7.18	2,224.25
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	780.00	5.43	4,237.35
2104.518	REMOVE CONCRETE WALK	SQ FT	1,160.00	1.13	1,307.90
2105.607	COMMON BORROW SPECIAL (CV)	CU YD	25.00	41.00	1,025.00
2106.507	EXCAVATION - COMMON (P)	CU YD	1,335.00	13.33	17,788.88
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	903.00	23.58	21,288.23
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	194.00	10.25	1,988.50
2106.607	EXCAVATION SPECIAL	CU YD	149.00	10.25	1,527.25
2106.609	HAUL & DISPOSE OF CONTAMINATED MATERIAL	TON	194.00	51.25	9,942.50
2108.504	GEOTEXTILE FABRIC TYPE 10	SQ YD	910.00	4.51	4,104.10
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	208.00	36.90	7,675.20
2301.502	DOWEL BAR	EACH	370.00	11.28	4,171.75
2301.504	CONCRETE PAVEMENT 8.0"	SQ YD	690.00	71.75	49,507.50
2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT	POUND	2,480.00	1.85	4,575.60
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	70.00	117.88	8,251.25
2451.607	ANTI-SEEP COLLAR	CU YD	13.00	358.75	4,663.75
2502.503	4" PERF TP PIPE DRAIN	LIN FT	272.00	14.35	3,903.20
2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	41.00	92.25	3,782.25
2503.503	45" SPAN RC ELLIPTICAL PIPE SEWER HE CLASS III	LIN FT	123.00	615.00	75,645.00
2503.503	76" SPAN RC ELLIPTICAL PIPE SEWER HE CLASS III	LIN FT	124.00	1,025.00	127,100.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	1,537.50	1,537.50
2503.604	4" INSULATION	SQ YD	14.00	51.25	717.50

(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-010-016 ROUNDBOUT WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2506.502	CASTING ASSEMBLY	EACH	5.00	1,127.50	5,637.50
2506.503	CONST DRAINAGE STRUCTURE DESIGN N	LIN FT	3.70	615.00	2,275.50
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-72	LIN FT	9.80	1,845.00	18,081.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-108	LIN FT	7.10	3,895.00	27,654.50
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-120	LIN FT	6.40	4,612.50	29,520.00
2521.518	6" CONCRETE WALK	SQ FT	1,554.00	9.23	14,335.65
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	43.00	17.43	749.28
2521.618	CONCRETE CURB RAMP WALK	SQ FT	535.00	17.43	9,322.38
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	54.00	26.65	1,439.10
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	18.00	41.00	738.00
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	294.00	30.75	9,040.50
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	170.00	107.63	18,296.25
2531.603	CONCRETE CURB & GUTTER	LIN FT	79.00	38.95	3,077.05
2531.604	6" CONCRETE VALLEY GUTTER	SQ YD	17.00	179.38	3,049.38
2531.618	TRUNCATED DOMES	SQ FT	60.00	61.50	3,690.00
2545.501	LIGHTING SYSTEM	LUMP SUM	0.33	538,405.59	177,673.84
2563.601	TRAFFIC CONTROL	LUMP SUM	0.03	410,000.00	12,300.00
2564.602	DELINEATOR / MARKER PANEL	EACH	1.00	112.75	112.75
2564.618	SIGN	SQ FT	29.00	61.50	1,783.50
2572.503	TEMPORARY FENCE	LIN FT	80.00	3.38	270.60
2573.502	STORM DRAIN INLET PROTECTION	EACH	5.00	181.43	907.13
2574.505	SUBSOILING	ACRE	0.10	225.50	22.55
2574.505	SOIL BED PREPARATION	ACRE	0.30	183.37	55.01
2574.508	FERTILIZER TYPE 3	POUND	70.00	0.72	50.23
2575.505	SEEDING	ACRE	0.20	307.50	61.50
2575.505	MOWING	ACRE	0.40	57.40	22.96
2575.505	WEED SPRAYING	ACRE	0.10	194.75	19.48
2575.506	WEED SPRAY MIXTURE	GALLON	0.10	88.15	8.82
2575.508	SEED MIXTURE 25-131	POUND	50.00	5.33	266.50
2575.508	HYDRAULIC BONDED FIBER MATRIX	POUND	700.00	1.18	825.13
2582.503	MOBILE RETROREFLECTOMETER MEASUREMENTS	LIN FT	704.00	0.02	14.43
2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	122.00	2.26	275.11
2582.503	24" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	16.00	19.48	311.60
2582.503	12" DOTTED LINE MULTI COMP GR IN (WR)	LIN FT	24.00	19.48	467.40

(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-122-007 COUNTRY CLUB DRIVE WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2021.501	MOBILIZATION	LUMP SUM	0.02	1,640,000.00	32,800.00
2031.502	FIELD OFFICE	EACH	0.02	20,500.00	410.00
2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	3.00	635.50	1,906.50
2104.502	REMOVE SIGN	EACH	1.00	61.50	61.50
2104.502	REMOVE SIGNAL SYSTEM D	EACH	0.25	14,350.00	3,587.50
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	60.00	4.10	246.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	70.00	2.05	143.50
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	300.00	12.30	3,690.00
2104.503	REMOVE CURB & GUTTER	LIN FT	540.00	5.13	2,767.50
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	230.00	13.33	3,064.75
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	980.00	5.43	5,323.85
2104.518	REMOVE CONCRETE WALK	SQ FT	600.00	1.13	676.50
2106.507	EXCAVATION - COMMON (P)	CU YD	560.00	13.33	7,462.00
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	866.00	23.58	20,415.95
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	327.00	10.25	3,351.75
2106.607	EXCAVATION SPECIAL	CU YD	451.00	10.25	4,622.75
2106.609	HAUL & DISPOSE OF CONTAMINATED MATERIAL	TON	586.00	51.25	30,032.50
2108.504	GEOTEXTILE FABRIC TYPE 10	SQ YD	980.00	4.51	4,419.80
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	212.00	36.90	7,822.80
2301.502	DOWEL BAR	EACH	390.00	11.28	4,397.25
2301.504	CONCRETE PAVEMENT 8.0"	SQ YD	730.00	71.75	52,377.50
2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT	POUND	2,160.00	1.85	3,985.20
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	20.00	117.88	2,357.50
2502.503	4" PERF TP PIPE DRAIN	LIN FT	325.00	14.35	4,663.75
2503.503	58" SPAN RC PIPE-ARCH SEWER CL IIA	LIN FT	53.00	533.00	28,249.00
2503.503	73" SPAN RC PIPE-ARCH SEWER CL IIA	LIN FT	156.00	717.50	111,930.00
2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	32.00	92.25	2,952.00
2503.503	30" RC PIPE SEWER DES 3006 CL III	LIN FT	12.00	194.75	2,337.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	2.00	1,537.50	3,075.00
2506.502	CASTING ASSEMBLY	EACH	5.00	1,127.50	5,637.50
2506.503	CONST DRAINAGE STRUCTURE DESIGN N	LIN FT	3.70	615.00	2,275.50
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-84	LIN FT	10.80	2,255.00	24,354.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-120	LIN FT	6.30	4,612.50	29,058.75
2506.503	CONST DRAINAGE STRUCTURE DES 54-4020	LIN FT	6.20	1,076.25	6,672.75

(2) 100% FEDERAL RAISE (CAPPED), THEN 80% FEDERAL STBG, 20% CITY (CAPPED), BALANCE 100% CITY

1056297

(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-122-007 COUNTRY CLUB DRIVE WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2582.518	PAVT MSSG PREF THERMO GR IN CONT	SQ FT	110.64	34.85	3,855.80
2582.518	CROSSWALK PREF THERMO GR IN CONT ESR	SQ FT	144.00	18.45	2,656.80
TOTAL					\$533,198.27
(2) 100% RAISE		\$308,000.00	(capped at \$308,000.00)		
CITY STBG		\$225,198.27	(capped at \$229,790.00)		
80% STBG		\$180,158.62	(capped at \$183,832.00)		
20% CITY		\$45,039.65	(capped at \$45,958.00)		
BALANCE CITY		\$0.00			

(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-107-009 SOUTH BRUCE STREET WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2021.501	MOBILIZATION	LUMP SUM	0.02	1,640,000.00	32,800.00
2031.502	FIELD OFFICE	EACH	0.02	20,500.00	410.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	140.00	0.92	129.15
2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	2.00	635.50	1,271.00
2104.502	REMOVE SIGN	EACH	3.00	61.50	184.50
2104.502	REMOVE SIGNAL SYSTEM C	EACH	0.25	14,350.00	3,587.50
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	80.00	2.05	164.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	50.00	12.30	615.00
2104.503	REMOVE CURB & GUTTER	LIN FT	360.00	5.13	1,845.00
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	40.00	7.18	287.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	690.00	5.43	3,748.43
2104.518	REMOVE CONCRETE WALK	SQ FT	40.00	1.13	45.10
2106.507	EXCAVATION - COMMON (P)	CU YD	689.00	13.33	9,180.93
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	489.00	23.58	11,528.18
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	28.00	10.25	287.00
2108.504	GEOTEXTILE FABRIC TYPE 10	SQ YD	800.00	4.51	3,608.00
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	97.00	36.90	3,579.30
2301.502	DOWEL BAR	EACH	370.00	11.28	4,171.75
2301.504	CONCRETE PAVEMENT 8.0"	SQ YD	690.00	71.75	49,507.50
2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT	POUND	320.00	1.85	590.40
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	10.00	117.88	1,178.75
2502.503	4" PERF TP PIPE DRAIN	LIN FT	317.00	14.35	4,548.95
2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	40.00	92.25	3,690.00
2503.503	18" RC PIPE SEWER DES 3006 CL III	LIN FT	13.00	107.63	1,399.13
2503.503	72" RC PIPE SEWER DES 3006 CL III	LIN FT	230.00	717.50	165,025.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	2.00	1,537.50	3,075.00
2503.604	4" INSULATION	SQ YD	7.00	51.25	358.75
2506.502	CASTING ASSEMBLY	EACH	5.00	1,127.50	5,637.50
2506.503	CONST DRAINAGE STRUCTURE DESIGN N	LIN FT	7.50	615.00	4,612.50
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	4.50	676.50	3,044.25
2506.503	CONST DRAINAGE STRUCTURE DES 108-4020	LIN FT	34.30	3,587.50	123,051.25
2521.518	6" CONCRETE WALK	SQ FT	41.00	9.23	378.23
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	14.00	17.43	243.95
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	270.00	41.00	11,070.00

(4) 100% FEDERAL RAISE (CAPPED), THEN 80% FEDERAL STBG, 20% CITY (CAPPED), BALANCE 100% CITY
(P) = PLAN QUANTITY

1056297

ITEM NUMBER	SP 139-107-009 SOUTH BRUCE STREET WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	93.00	30.75	2,859.75
2531.604	6" CONCRETE VALLEY GUTTER	SQ YD	13.00	179.38	2,331.88
2563.601	TRAFFIC CONTROL	LUMP SUM	0.02	410,000.00	8,200.00
2564.618	SIGN	SQ FT	11.00	61.50	676.50
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM C	LUMP SUM	0.25	10,250.00	2,562.50
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM C	SYSTEM	0.25	408,975.00	102,243.75
2572.503	TEMPORARY FENCE	LIN FT	200.00	3.38	676.50
2572.503	CLEAN ROOT CUTTING	LIN FT	120.00	5.54	664.20
2573.502	STORM DRAIN INLET PROTECTION	EACH	8.00	181.43	1,451.40
2574.505	SUBSOILING	ACRE	0.10	225.50	22.55
2574.505	SOIL BED PREPARATION	ACRE	0.20	183.37	36.67
2574.508	FERTILIZER TYPE 3	POUND	40.00	0.72	28.70
2575.505	SEEDING	ACRE	0.10	307.50	30.75
2575.505	MOWING	ACRE	0.20	57.40	11.48
2575.505	WEED SPRAYING	ACRE	0.10	194.75	19.48
2575.506	WEED SPRAY MIXTURE	GALLON	0.10	88.15	8.82
2575.508	SEED MIXTURE 25-131	POUND	30.00	5.33	159.90
2575.508	HYDRAULIC BONDED FIBER MATRIX	POUND	350.00	1.18	412.56
2582.503	MOBILE RETROREFLECTOMETER MEASUREMENTS	LIN FT	1,087.00	0.02	22.28
2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	173.00	0.92	159.59
2582.503	24" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	34.00	19.48	662.15
2582.503	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	457.00	1.95	890.01
2582.518	PAVT MSSG PREF THERMO GR IN CONT	SQ FT	19.00	34.85	662.15
				TOTAL	\$579,646.54
		(4) 100% RAISE	\$242,000.00	(capped at \$242,000.00)	
		CITY STBG	\$337,646.54	(capped at \$367,291.00)	
		80% STBG	\$270,117.23	(capped at \$293,833.00)	
		20% CITY	\$67,529.31	(capped at \$73,458.00)	
		BALANCE CITY	\$0.00		

(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-115-005 NORTH BRUCE STREET WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (5)
2021.501	MOBILIZATION	LUMP SUM	0.04	1,640,000.00	65,600.00
2031.502	FIELD OFFICE	EACH	0.04	20,500.00	820.00
2104.502	REMOVE PIEZOMETER	EACH	1.00	584.25	584.25
2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	4.00	635.50	2,542.00
2104.502	REMOVE DROP INLET	EACH	1.00	307.50	307.50
2104.502	REMOVE SIGN	EACH	1.00	61.50	61.50
2104.502	REMOVE SIGNAL SYSTEM C	EACH	0.25	14,350.00	3,587.50
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	70.00	4.10	287.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	140.00	2.05	287.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	760.00	12.30	9,348.00
2104.503	REMOVE CURB & GUTTER	LIN FT	750.00	5.13	3,843.75
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	210.00	13.33	2,798.25
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	50.00	7.18	358.75
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	1,470.00	5.43	7,985.78
2104.518	REMOVE CONCRETE WALK	SQ FT	1,540.00	1.13	1,736.35
2104.602	REMOVE MISCELLANEOUS STRUCTURES	EACH	1.00	2,460.00	2,460.00
2106.507	EXCAVATION - COMMON (P)	CU YD	1,860.00	13.33	24,784.50
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	1,299.00	23.58	30,623.93
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	133.00	10.25	1,363.25
2106.601	CONTAMINATED GROUNDWATER TREATMENT SYSTEM	LUMP SUM	0.10	543,250.00	54,325.00
2108.504	GEOTEXTILE FABRIC TYPE 10	SQ YD	1,640.00	4.51	7,396.40
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	277.00	36.90	10,221.30
2301.502	DOWEL BAR	EACH	720.00	11.28	8,118.00
2301.504	CONCRETE PAVEMENT 8.0"	SQ YD	1,420.00	71.75	101,885.00
2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT	POUND	3,750.00	1.85	6,918.75
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	30.00	117.88	3,536.25
2502.503	4" PERF TP PIPE DRAIN	LIN FT	632.00	14.35	9,069.20
2503.503	15" CS PIPE SEWER	LIN FT	4.00	82.00	328.00
2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	28.00	92.25	2,583.00
2503.503	36" RC PIPE SEWER DES 3006	LIN FT	58.00	230.63	13,376.25
2503.503	72" RC PIPE SEWER DES 3006 CL II	LIN FT	191.00	717.50	137,042.50
2503.503	84" RC PIPE SEWER DES 3006 CL II	LIN FT	40.00	1,383.75	55,350.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	4.00	1,537.50	6,150.00
2506.502	CASTING ASSEMBLY	EACH	13.00	1,127.50	14,657.50

(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-115-005 NORTH BRUCE STREET WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (5)
2506.503	CONST DRAINAGE STRUCTURE DESIGN I	LIN FT	7.60	717.50	5,453.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN N	LIN FT	7.40	615.00	4,551.00
2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	LIN FT	10.30	1,332.50	13,724.75
2506.503	CONST DRAINAGE STRUCTURE DES 66-4020	LIN FT	9.90	1,435.00	14,206.50
2506.503	CONST DRAINAGE STRUCTURE DES 96-4020	LIN FT	11.80	2,357.50	27,818.50
2506.503	CONST DRAINAGE STRUCTURE DES 108-4020	LIN FT	12.50	3,587.50	44,843.75
2506.503	CONST DRAINAGE STRUCTURE DES 144-4020	LIN FT	33.50	6,150.00	206,025.00
2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1.00	1,845.00	1,845.00
2521.518	6" CONCRETE WALK	SQ FT	1,751.00	9.23	16,152.98
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	29.00	17.43	505.33
2521.618	CONCRETE CURB RAMP WALK	SQ FT	71.00	17.43	1,237.18
2531.503	CONCRETE CURB & GUTTER DESIGN B418	LIN FT	167.00	31.78	5,306.43
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	1.00	26.65	26.65
2531.503	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	64.00	46.13	2,952.00
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	446.00	41.00	18,286.00
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	24.00	30.75	738.00
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	275.00	107.63	29,596.88
2531.603	CONCRETE SILL	LIN FT	235.00	10.25	2,408.75
2531.603	CONCRETE CURB & GUTTER	LIN FT	19.00	38.95	740.05
2531.618	TRUNCATED DOMES	SQ FT	18.00	61.50	1,107.00
2554.502	GUIDE POST TYPE B	EACH	1.00	102.50	102.50
2563.601	TRAFFIC CONTROL	LUMP SUM	0.04	410,000.00	16,400.00
2564.618	SIGN	SQ FT	8.00	61.50	492.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM C	LUMP SUM	0.25	10,250.00	2,562.50
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM C	SYSTEM	0.25	408,975.00	102,243.75
2573.502	STORM DRAIN INLET PROTECTION	EACH	14.00	181.43	2,539.95
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	190.00	3.18	603.73
2574.505	SUBSOILING	ACRE	0.10	225.50	22.55
2574.505	SOIL BED PREPARATION	ACRE	0.30	183.37	55.01
2574.508	FERTILIZER TYPE 3	POUND	70.00	0.72	50.23
2575.505	SEEDING	ACRE	0.20	307.50	61.50
2575.505	MOWING	ACRE	0.40	57.40	22.96
2575.505	WEED SPRAYING	ACRE	0.10	194.75	19.48
2575.506	WEED SPRAY MIXTURE	GALLON	0.10	88.15	8.82

(5) 100% FEDERAL RAISE (CAPPED), THEN 80% FEDERAL STBG, 20% CITY (CAPPED), BALANCE 100% CITY

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(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-115-005 NORTH BRUCE STREET WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (5)
2575.508	SEED MIXTURE 25-131	POUND	50.00	5.33	266.50
2575.508	HYDRAULIC BONDED FIBER MATRIX	POUND	700.00	1.18	825.13
2582.503	MOBILE RETROREFLECTOMETER MEASUREMENTS	LIN FT	1,016.00	0.02	20.83
2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	48.00	0.92	44.28
2582.503	24" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	33.00	19.48	642.68
2582.503	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	484.00	1.95	942.59
2582.518	PAVT MSSG PREF THERMO GR IN CONT	SQ FT	19.00	34.85	662.15
				TOTAL	\$1,116,450.28
	(5) 100% RAISE	\$386,000.00	(capped at \$386,000.00)		
	CITY STBG	\$730,450.28	(capped at \$762,500.00)		
	80% STBG	\$584,360.23	(capped at \$610,000.00)		
	20% CITY	\$146,090.06	(capped at \$152,500.00)		
	BALANCE CITY	\$0.00			

ITEM NUMBER	SP 4204-40 CITY UTILITIES WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (6)
2021.501	MOBILIZATION	LUMP SUM	0.16	1,640,000.00	262,400.00
2031.502	FIELD OFFICE	EACH	0.16	20,500.00	3,280.00
2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	34.00	635.50	21,607.00
2104.502	* REMOVE HYDRANT	EACH	7.00	512.50	3,587.50
2104.502	SALVAGE FLASHER SYSTEM	EACH	2.00	1,845.00	3,690.00
2104.503	* REMOVE WATER MAIN	LIN FT	7,080.00	20.50	145,140.00
2104.503	* REMOVE SEWER PIPE (SANITARY)	LIN FT	8,710.00	12.30	107,133.00
2104.603	* ABATE ASBESTOS-CONTAINING PIPES	LIN FT	220.00	51.25	11,275.00
2105.607	COMMON BORROW SPECIAL (CV)	CU YD	140.00	41.00	5,740.00
2106.601	* DEWATERING	LUMP SUM	0.70	41,000.00	28,700.00
2106.601	* CONTAMINATED GROUNDWATER TREATMENT SYSTEM	LUMP SUM	0.60	543,250.00	325,950.00
2106.607	EXCAVATION SPECIAL	CU YD	6,061.00	10.25	62,125.25
2106.609	HAUL & DISPOSE OF CONTAMINATED MATERIAL	TON	7,879.00	51.25	403,798.75
2451.607	* ANTI-SEEP COLLAR	CU YD	80.00	358.75	28,700.00
2502.601	* IRRIGATION SYSTEM PROVISION	LUMP SUM	1.00	8,200.00	8,200.00
2503.503	* 4" PVC PIPE SEWER	LIN FT	1,264.00	41.00	51,824.00
2503.503	* 6" PVC PIPE SEWER	LIN FT	696.00	46.13	32,103.00
2503.503	* 8" PVC PIPE SEWER	LIN FT	4,434.00	51.25	227,242.50
2503.503	* 10" PVC PIPE SEWER	LIN FT	95.00	66.63	6,329.38
2503.503	* 12" PVC PIPE SEWER	LIN FT	603.00	76.88	46,355.63
2503.503	* 15" PVC PIPE SEWER	LIN FT	25.00	92.25	2,306.25
2503.503	* 18" PVC PIPE SEWER	LIN FT	230.00	184.50	42,435.00
2503.503	* 21" PVC PIPE SEWER	LIN FT	584.00	230.63	134,685.00
2503.601	* TEMPORARY BYPASS PUMPING	LUMP SUM	1.00	153,750.00	153,750.00
2503.602	* CONNECT TO EXISTING SANITARY SEWER	EACH	42.00	1,947.50	81,795.00
2503.602	* CONNECT TO EXISTING MANHOLES (SAN)	EACH	3.00	1,742.50	5,227.50
2503.602	* CONNECT TO EXISTING SANITARY SEWER SER	EACH	47.00	1,281.25	60,218.75
2503.602	* SEWER RISER	EACH	7.00	1,537.50	10,762.50
2503.602	* PVC WYE	EACH	1.00	205.00	205.00
2503.602	* 8"X4" PVC WYE	EACH	25.00	492.00	12,300.00
2503.602	* 8"X6" PVC WYE	EACH	9.00	440.75	3,966.75
2503.602	* 10"X6" PVC WYE	EACH	1.00	512.50	512.50
2503.602	* 12"X4" PVC WYE	EACH	5.00	922.50	4,612.50
2503.602	* 12"X6" PVC WYE	EACH	1.00	820.00	820.00

ITEM NUMBER	SP 4204-40 CITY UTILITIES WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (6)
2503.602	* 18"X4" PVC WYE	EACH	4.00	2,050.00	8,200.00
2503.603	* PLUG FILL & ABANDON PIPE SEWER	LIN FT	500.00	25.63	12,812.50
2503.603	* 18" STEEL CASING PIPE	LIN FT	16.00	384.38	6,150.00
2503.603	* 20" STEEL CASING PIPE	LIN FT	61.00	420.25	25,635.25
2503.603	* 22" STEEL CASING PIPE	LIN FT	102.00	497.13	50,706.75
2503.603	* 28" STEEL CASING PIPE	LIN FT	16.00	497.13	7,954.00
2503.603	* 36" STEEL CASING PIPE	LIN FT	9.00	522.75	4,704.75
2503.604	* 4" INSULATION	SQ YD	226.00	51.25	11,582.50
2504.601	* TEMPORARY WATER SERVICE	LUMP SUM	1.00	153,750.00	153,750.00
2504.602	* CONNECT TO EXISTING WATER MAIN	EACH	38.00	2,050.00	77,900.00
2504.602	* CONNECT TO EXISTING WATER SERVICE	EACH	30.00	768.75	23,062.50
2504.602	* HYDRANT	EACH	17.00	8,712.50	148,112.50
2504.602	* ADJUST HYDRANT	EACH	3.00	3,485.00	10,455.00
2504.602	* ADJUST VALVE BOX	EACH	20.00	440.75	8,815.00
2504.602	* 6" PIPE PLUG	EACH	3.00	563.75	1,691.25
2504.602	* 8" PIPE PLUG	EACH	1.00	153.75	153.75
2504.602	* 1" CORPORATION STOP	EACH	26.00	768.75	19,987.50
2504.602	* 1.5" CORPORATION STOP	EACH	1.00	625.25	625.25
2504.602	* 4" GATE VALVE & BOX	EACH	2.00	2,726.50	5,453.00
2504.602	* 6" GATE VALVE & BOX	EACH	30.00	3,280.00	98,400.00
2504.602	* 8" GATE VALVE & BOX	EACH	15.00	5,125.00	76,875.00
2504.602	* 10" GATE VALVE & BOX	EACH	3.00	5,637.50	16,912.50
2504.602	* 12" GATE VALVE & BOX	EACH	1.00	6,150.00	6,150.00
2504.602	* 16" GATE VALVE & BOX	EACH	4.00	20,500.00	82,000.00
2504.602	* ADJUST CURB STOP	EACH	11.00	256.25	2,818.75
2504.602	* 1" CURB STOP & BOX	EACH	26.00	1,025.00	26,650.00
2504.602	* 1.5" CURB STOP & BOX	EACH	1.00	1,435.00	1,435.00
2504.603	* 1" TYPE PE PIPE	LIN FT	1,152.00	56.38	64,944.00
2504.603	* 1 1/2" TYPE PE PIPE	LIN FT	27.00	76.88	2,075.63
2504.603	* 4" PVC WATERMAIN	LIN FT	22.00	71.75	1,578.50
2504.603	* 6" PVC WATERMAIN	LIN FT	983.00	76.88	75,568.13
2504.603	* 8" PVC WATERMAIN	LIN FT	3,903.00	87.13	340,048.88
2504.603	* 10" PVC WATERMAIN	LIN FT	1,480.00	102.50	151,700.00
2504.603	* 12" PVC WATERMAIN	LIN FT	13.00	164.00	2,132.00

(6) 100% CITY
(P) = PLAN QUANTITY

* = CITY-PERFORMED CONSTRUCTION ENGINEERING

1056297

ITEM NUMBER	SP 4204-40 CITY UTILITIES WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (6)
2504.603	* 16" PVC WATERMAIN	LIN FT	463.00	184.50	85,423.50
2504.604	* 4" POLYSTYRENE INSULATION	SQ YD	171.00	51.25	8,763.75
2504.608	* WATERMAIN FITTINGS	POUND	5,972.00	15.38	91,819.50
2506.502	* CASTING ASSEMBLY	EACH	26.00	1,127.50	29,315.00
2506.502	ADJUST FRAME & RING CASTING	EACH	8.00	717.50	5,740.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN SPEC 3	LIN FT	220.00	615.00	135,300.00
2545.501	LIGHTING SYSTEM	LUMP SUM	0.11	538,405.59	59,224.61
2563.601	TRAFFIC CONTROL	LUMP SUM	0.16	410,000.00	65,600.00
2565.602	INSTALL FLASHER SYSTEM	EACH	2.00	2,050.00	4,100.00
2565.602	PAINT SIGNAL SYSTEM	EACH	1.00	7,175.00	7,175.00
2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM A	SYSTEM	1.00	46,125.00	46,125.00
2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM B	SYSTEM	1.00	15,375.00	15,375.00
				TOTAL	\$4,379,778.99
	(6)	100% CITY	\$1,101,280.61		
		* 100% CITY	\$3,278,498.38		

ITEM NUMBER	SP 4204-40, SP 4205-92 PARKING LANE WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (7)
	-Lump Sum on Bid-For Information Only-				
2106.507	EXCAVATION - COMMON	CU YD	126.00	13.33	1,679.58
2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	92.00	23.58	2,169.36
2108.504	GEOTEXTILE FABRIC TYPE 10	SQ YD	150.00	4.51	676.50
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	14.00	36.90	516.60
2301.502	DOWEL BAR	EACH	100.00	11.28	1,128.00
2301.504	CONCRETE PAVEMENT 8.0"	SQ YD	150.00	71.75	10,762.50
				TOTAL	\$16,932.54
		(7) 90% STATE		\$15,239.29	
		10% CITY		\$1,693.25	

CITY OF MARSHALL

RESOLUTION 24-091

IT IS RESOLVED that the City of Marshall enter into MnDOT Agreement No. 1056297 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the signal system, water main, sanitary sewer, sidewalk, lighting, pedestrian crosswalk flasher system, roadway, and parking lane construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 19 from 700 feet east of Channel Parkway to Bruce Street within the corporate City limits under State Project No. 4204-40.

IT IS FURTHER RESOLVED that the Mayor and the _____ City Clerk
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Marshall at an authorized meeting held on the _____ 22nd _____ day of
_____ October _____, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2024

Notary Public _____

My Commission Expires _____

(Signature)

Steven Anderson

(Type or Print Name)

(Title)