

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MANKATO
AND
CITY OF NORTH MANKATO
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>5212-35</u>	Total Mankato Obligation
Trunk Highway Number (TH):	<u>169=005</u>	<u>\$8,782,087.45</u>
State Project Number (SP):	<u>137-152-002</u>	Anticipated Mankato Federal Aid
State Aid Project Number (SAP):	<u>150-114-007</u>	<u>\$6,388,101.24</u>
Federal Project Number:	<u>NHPP-STBG-NHFP-TA 0169(364)</u>	Mankato Non-Federal Aid
Lighting System Feed Point:	<u>A1, A2 (Mankato)</u>	<u>\$2,393,986.22</u>
Lighting System Feed Point:	<u>H (North Mankato)</u>	Total North Mankato Obligation
Signal System A ID:	<u>23555481</u>	<u>\$994,760.18</u>
Signal System B ID:	<u>23555482</u>	
Bridge Number:	<u>52009</u>	
Bridge Number:	<u>07042</u>	

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

Recitals

1. The State will perform grading, bituminous and concrete surfacing, moment slab, ADA improvements, TMS, signal, lighting, and Bridge Nos. 52009 and 07042 construction and other associated construction upon, along, and adjacent to Trunk Highway No. 169 at Belgrade Avenue, Belgrade Avenue from Wall Street to the Minnesota River, and Mulberry Street from the Minnesota River to 190 feet west of North 2nd Street according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 5212-35 (TH 169=005) ("Project"); and
2. Mankato has requested the State include in its Project roadway, shared use path (SUP), Bridge No. 07042, lighting, and aesthetic elements construction and other related construction; and
3. Mankato wishes to participate in the costs of the roadway, shared use path, lighting, Bridge No. 07042, and aesthetic elements construction and associated construction engineering; and
4. The federally eligible Mankato participation construction will be reduced by the amount of Federal aid funding received for said construction; and
5. North Mankato has requested the State include in its Project roadway, signal, shared use path, lighting, water main, and sanitary sewer construction and other related construction; and
6. North Mankato wishes to participate in the costs of the roadway, signal, shared use path, lighting, water main, and sanitary sewer construction and associated construction engineering; and

7. A separate agreement between the State and Mankato will further address routine travel lane maintenance on Bridge No. 07042; and
8. Bridge No. 07042 is jointly owned and maintained by the State and Mankato. The State owns the western 56 Percent of the bridge and Mankato owns the eastern 44 Percent. See Agreement No. 94006 for more details; and
9. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by Mankato and North Mankato for such relocation according to applicable statutes and rules for utilities on trunk highways; and
10. 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 Mankato; 4. Maintenance by North Mankato; 12. Liability; Worker Compensation Claims; 14. State Audits; 15. Government Data Practices; 17. Governing Law; Jurisdiction; Venue; and 19. Force Majeure. The terms and conditions set forth in Article 5. Signal Systems and EVP 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. 5212-35 (TH 169=005) are on file in the office of the Commissioner of Transportation at Saint Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of Mankato's City Manager, in the office of North Mankato's City Administrator, 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 North Mankato.** North Mankato 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, materials

inspection, and surveys and staking 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". North Mankato 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, North Mankato 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. North Mankato 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, North Mankato will advise the State whether or not said construction should be accepted by the State as being performed in a satisfactory manner. If North Mankato recommends that the State not accept the construction, then North Mankato 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 North Mankato are not binding on the State. The State will determine, after considering North Mankato's recommendations, whether or not the construction has been properly performed and whether to accept or reject it.
- iii. **Inspection of Other Mankato and North Mankato Participation Construction.** The remainder of the Mankato and North Mankato participation construction covered under this Agreement will be open to inspection by Mankato and North Mankato. If Mankato or North Mankato believes the Mankato or North Mankato participation construction covered under this Agreement has not been properly performed or that the construction is defective, Mankato or North Mankato will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by Mankato or North Mankato are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the Mankato and North Mankato participation construction covered under this Agreement.

2.3. Plan Changes, Additional Construction, Etc.

- A. Subject to the approval provisions of this Section 2.3.A., Mankato and North Mankato agree that the State may make changes in the Project Plans and contract construction that are reasonably necessary to cause the contract construction to be in all things performed and completed in a satisfactory manner. Except in cases of emergency, to ensure safety, or to comply with environmental laws and regulations, Mankato and/or North Mankato shall have the right to review and approve any material changes to Project Plans and specifications related to Mankato's and/or North Mankato's infrastructure or cost participation prior to the work being performed. Mankato or North Mankato shall respond to the State's request for approval, which Mankato or North Mankato shall not unreasonably withhold, to authorize the issuance of any negotiated change orders or supplemental agreements within a reasonable time frame that accounts for Project construction deadlines. Mankato or North Mankato will be responsible for any delay claims from the State's Contractor due to Mankato's or North Mankato's failure to provide such timely response. Deviations from the Project Plans for Mankato or North Mankato-Owned facilities will be documented, and record drawing information will be provided to Mankato and/or North Mankato upon completion of the Project. The Mankato and North Mankato approval provisions set forth herein shall not otherwise alter or affect the State's authority to direct and supervise the construction contract under Section 2.2.A.

- B. Mankato or North Mankato may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) 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. Mankato and North Mankato will each submit to the State's Utility Engineer an original permit application for all utilities owned by Mankato or North Mankato 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. North Mankato 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. North Mankato 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.
- C. ***Limited Use Permit.*** Mankato and North Mankato will obtain, through the District's Right-of-Way Area Manager, Limited Use Permits to cover Mankato's and North Mankato's liability responsibilities of the shared use path to be constructed upon the State Right-of-Way.

2.6. *Utility Adjustments.* Adjustments to certain Mankato and North Mankato-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. Mankato and/or North Mankato will furnish the contractor with new units and/or parts for those in place Mankato and/or North Mankato-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 Mankato*

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

- 3.1. *Roadways.*** Maintenance of Mulberry Street. Maintenance includes, but is not limited to, snow, ice and debris removal and any other maintenance activities according to accepted Mankato maintenance practices.
- 3.2. *Storm Sewers.*** Maintenance and ownership of all storm sewer facilities construction within Mankato's corporate City limits. Maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, Gopher State One Call (GSOC) locates, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation; this also includes performing any needed repairs.
- 3.3. *Sidewalks.*** Maintenance of any sidewalk construction within Mankato's corporate City limits, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross-street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities

necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition according to accepted Mankato maintenance practices.

- 3.4. **Shared Use Paths.** Maintenance and ownership of any SUP construction within Mankato's corporate City limits. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the SUPs in a safe and usable condition. The Limited Use Permit will address additional maintenance and liability responsibilities for the SUP.
- 3.5. **Lighting.** Maintenance and ownership of any lighting facilities construction on Feed Points A1 and A2, as well as any lighting on or under Bridge No. 07042, including any overhead sign lighting on the bridge. 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 Light-Emitting Diode (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, GSOC locates, and painting of poles and other equipment. Mankato 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.
- 3.6. **Bridge No. 07042.** Due to the shared ownership of this bridge between Mankato and the State (see Agreement No. 94006), maintenance responsibilities are as follows:
 - A. Mankato will be responsible for SUP maintenance on the entire bridge including, but not limited to, keeping the SUPs clear of ice, snow, litter, and debris and appropriate disposal of such material.
 - B. Mankato will be responsible for ownership and maintenance of any aesthetic items constructed under this Project or later added to any location on Bridge No. 07042 including, but not limited to, anti-graffiti coating, architectural surface finishes, architectural concrete textures, and ornamental railings and emblems.
 - C. Mankato will be responsible for 44 percent and the State will be responsible for 56 percent of the maintenance costs of the travel lanes including, but not limited to, keeping the travel lanes clear of ice, snow, litter and debris and appropriate disposal of such material. A separate routine maintenance agreement between the State and Mankato will further address the details of travel lane maintenance.
 - D. Mankato will be responsible for 44 percent and the State will be responsible for 56 percent of the costs of structural inspection and preventative maintenance of the bridge including, but not limited to, concrete bridge approach panels, concrete surfacing, abutments, piers, deck, SUP, and non-ornamental railings. Structural inspection and preventative maintenance will be performed by the State and the State will invoice Mankato for its share of the costs.
 - E. Mankato will be responsible for the costs of reactive and structural repair or replacement for the extents of the bridge that are identified as City-owned according to Agreement No. 94006. The State will be responsible for the costs of reactive and structural repair or replacement for the extents of the bridge that are identified as State-owned according to Agreement No. 94006. This includes, but is not limited to, reactive and structural maintenance on the concrete bridge approach panels, concrete surfacing, abutments, piers, deck, SUP, and non-ornamental railings. Reactive and structural repair or replacement will be performed by the State and the State will invoice Mankato for costs associated with the City-owned extents of the bridge.

3.7. 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 owner of the storm sewer facilities.

4. Maintenance by North Mankato

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

4.1. Roadways. Maintenance of Belgrade Avenue, Wall Street, and Nicollet Avenue. Maintenance includes, but is not limited to, snow, ice and debris removal and any other maintenance activities according to accepted North Mankato maintenance practices.

4.2. Storm Sewers. Maintenance and ownership of all storm sewer facilities construction within North Mankato's corporate City limits on Nicollet Avenue, Wall Street, and Belgrade Avenue west of the crosswalk on Belgrade Avenue at the TH 169 southbound ramp. Maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, GSOC locates, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation; this also includes performing any needed repairs.

4.3. Sidewalks. Maintenance of any sidewalk construction within North Mankato's corporate City limits from the west Project limits through the TH 169 northbound ramp at Belgrade Avenue, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross-street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition according to accepted North Mankato maintenance practices.

The State will maintain crosswalk markings on the Trunk Highway at ramps which intersect with North Mankato roads.

4.4. Shared Use Paths. Maintenance and ownership of any SUP construction within North Mankato's corporate City limits from the west Project limits through the TH 169 northbound ramp at Belgrade Avenue, including maintenance and ownership of the Rex McBeth trailhead area. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the SUPs in a safe and usable condition. The Limited Use Permit will address additional maintenance and liability responsibilities for the SUP.

4.5. Bridge No. 52009. Maintenance responsibilities are as follows:

- A.** North Mankato will be responsible for SUP maintenance on the entire bridge including, but not limited to, keeping the SUPs clear of ice, snow, litter, and debris and appropriate disposal of such material.
- B.** North Mankato will be responsible for keeping the travel lanes clear of ice, snow, litter, and debris and appropriate disposal of such material.

4.6. Lighting. Maintenance and ownership of any lighting facilities construction on Feed Point H and any aesthetic lighting within North Mankato's corporate City limits. 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,

pullboxes, 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. North Mankato 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.

- 4.7. 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 owner of the storm sewer facilities.

5. Signal Systems and EVP Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal Systems and EVP Systems on the TH 169 southbound ramp at Belgrade Avenue (Signal System A), on the TH 169 northbound ramp at Belgrade Avenue (Signal System B), and for the Interconnect on TH 169 at Belgrade Avenue.

5.1. North Mankato Responsibilities

- A. Power.** North Mankato will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad(s) or pole(s) and will pay all monthly electrical service expenses necessary to operate the Signal Systems, EVP Systems, and Interconnect.
- B. Minor Signal System Maintenance.** North Mankato will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
 - ii. Replace the Signal 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 the Signal Systems and luminaire mast arm extensions.
 - v. Reimburse the State for the costs associated with battery replacement 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, APS, and signal pole luminaire circuit maintenance without cost to North Mankato. 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 North Mankato 100 Percent 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. North Mankato 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 North Mankato 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. 85947R, dated December 29, 2003, between the parties for the traffic control signal systems at the TH 169 north and south ramps at Belgrade Avenue.

This Agreement will terminate the operation and maintenance terms of Agreement No. 07372, dated May 15, 2015, between the State and North Mankato for the Pedestrian Crosswalk Flasher System at the TH 169 northbound ramp.

6. Basis of Mankato Cost

6.1. Schedule "I". The Preliminary Schedule "I" includes anticipated Mankato participation construction items, and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

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

- A.** 100 Percent will be Mankato's rate of cost participation in all of the SP 137-152-002 Roadway construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 through 4 of the Preliminary Schedule "I." STBG Federal aid funds will be applied at a rate of 80 Percent, are capped at **\$821,635.00** for the entire Project, and may be modified at the time of award. Once that cap has been exceeded, NHFP Federal aid funds will be applied at a rate of 80 Percent, which are capped at **\$6,100,000.00** for the entire Project, and may be modified at the time of award.
- B.** 100 Percent will be Mankato's rate of cost participation in all of the SP 137-152-002 SUP construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 5 of the Preliminary Schedule "I." TA Federal aid funds will be applied at a rate of 80 Percent, are capped at **\$349,963.00** for the entire Project, and may be modified at the time of award. Once that cap has been

exceeded, NHFP Federal aid funds will be applied at a rate of 80 Percent, which are capped at **\$6,100,000.00** for the entire Project, and may be modified at the time of award.

- C. 100 Percent will be Mankato's rate of cost participation in all of the Vault and Conduit construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 9 of the Preliminary Schedule "I."
- D. 100 Percent will be Mankato's rate of cost participation in all of the Bridge No. 07042 Aesthetic Items construction once the State aesthetic allowance of up to **\$500,000.00** has been expended. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 11 of the Preliminary Schedule "I."
- E. 100 Percent will be Mankato's rate of cost participation in all of the SP 137-152-002 Bridge No. 07042 construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 12 of the Preliminary Schedule "I." NHFP Federal aid funds will be applied at a rate of 80 Percent, which are capped at **\$6,100,000.00** for the entire Project, and may be modified at the time of award. Once that cap has been exceeded, STBG Federal aid funds will be applied at a rate of 80 Percent, are capped at **\$821,635.00** for the entire Project, and may be modified at the time of award. It is anticipated that Local Bridge Replacement Program (LBRP) funds will be applied to Mankato's match to the Federal aid funds and will be capped upon contract award.
- F. 100 Percent will be Mankato's rate of cost participation in all of the SP 137-152-002 Bridge No. 07042 SUP construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 13 of the Preliminary Schedule "I." TA Federal aid funds will be applied at a rate of 80 Percent, are capped at **\$349,963.00** for the entire Project, and may be modified at the time of award.
- G. 100 Percent will be Mankato's rate of cost participation in all of the Bridge No. 07042 Conduit and Access Manhole construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 13 of the Preliminary Schedule "I."

6.3. Construction Engineering Costs. Mankato will pay a construction engineering charge equal to 8 percent of the total Mankato participation construction covered under this Agreement.

6.4. Plan Changes, Additional Construction, Etc. Mankato will share in the costs of construction contract addenda and change orders that are necessary to complete Mankato participation construction covered under this Agreement, including any Mankato requested additional work and plan changes.

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

6.5. 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. Mankato Cost and Payment by Mankato

7.1. Mankato Cost. \$8,782,087.45 is Mankato's estimated share of the costs of the contract construction, 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.*** Mankato will pay the State Mankato's total estimated construction and construction engineering cost share, minus anticipated Mankato Federal aid, as shown in the Revised Schedule "I," after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to Mankato, including a copy of the Revised Schedule "I."
 - B.** Mankato's receipt of a written request from the State for the advancement of funds.
- 7.3. *Acceptance of Mankato's Cost and Completed Construction.*** The computation by the State of the amount due from Mankato will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon Mankato as to the satisfactory completion of the contract construction.
- 7.4. *Final Payment by Mankato.*** 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 Mankato. The Final Schedule "I" will be based on final quantities, and include all Mankato participation construction items and the construction engineering cost share covered under this Agreement. The Final Schedule "I" may also include Mankato costs in an amount equal to all Federal aid funding not applied to the federally eligible Mankato participation construction. If the final cost of Mankato participation construction exceeds the amount of funds advanced by Mankato, Mankato will pay the difference to the State without interest. If the final cost of Mankato participation construction is less than the amount of funds advanced by Mankato, the State will refund the difference to Mankato without interest.

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

8. Basis of North Mankato Cost

- 8.1. *Schedule "I".*** The Preliminary Schedule "I" includes anticipated North Mankato 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.
- 8.2. *North Mankato Participation Construction.*** North Mankato will participate in the following at the percentages indicated. The construction includes North Mankato's proportionate share of item costs for Mobilization, Field Office, Field Laboratory, and Traffic Control.
- A.** 100 Percent will be North Mankato's rate of cost participation in all of the SAP 150-114-007 construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 6 through 8 of the Preliminary Schedule "I."
 - B.** 100 Percent will be North Mankato's rate of cost participation in all of the water main, sanitary sewer, and Remove Flasher System construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 9 of the Preliminary Schedule "I."
- 8.3. *State Furnished Materials.*** The State will furnish an ATC Cabinet 350, Gridsmart System including one camera, additional Gridsmart camera, and fiber ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal systems covered under this Agreement. North Mankato's lump sum share for State Furnished Materials is **\$23,003.09**. North Mankato's cost share for State Furnished Materials will be added to North Mankato's total construction cost share as shown in the Schedule "I."

- 8.4. Construction Engineering Costs.** North Mankato will pay a construction engineering charge equal to 3 percent of the total water main and sanitary sewer North Mankato participation construction covered under Article 8.2.B. North Mankato will pay a construction engineering charge equal to 8 percent of the remainder of the North Mankato participation construction covered under this Agreement.
- 8.5. Plan Changes, Additional Construction, Etc.** North Mankato will share in the costs of construction contract addenda and change orders that are necessary to complete North Mankato participation construction covered under this Agreement, including any North Mankato requested additional work and plan changes.
- The State reserves the right to invoice North Mankato for the cost of any additional North Mankato requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.
- 8.6. 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.

9. North Mankato Cost and Payment by North Mankato

- 9.1. North Mankato Cost. \$994,760.18** is North Mankato's estimated share of the costs of the contract construction, State Furnished Materials, and the construction engineering cost shares 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.
- 9.2. Conditions of Payment.** North Mankato will pay the State North Mankato's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I," after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to North Mankato, including a copy of the Revised Schedule "I."
 - B.** North Mankato's receipt of a written request from the State for the advancement of funds.
- 9.3. Acceptance of North Mankato's Cost and Completed Construction.** The computation by the State of the amount due from North Mankato will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon North Mankato as to the satisfactory completion of the contract construction.
- 9.4. Final Payment by North Mankato.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to North Mankato. The Final Schedule "I" will be based on final quantities, and include all North Mankato participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of North Mankato participation construction exceeds the amount of funds advanced by North Mankato, North Mankato will pay the difference to the State without interest. If the final cost of North Mankato participation construction is less than the amount of funds advanced by North Mankato, the State will refund the difference to North Mankato without interest.

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

10. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

10.1. The State's Authorized Representative will be:

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

10.2. Mankato's Authorized Representative will be:

Name, Title: Susan Arntz, City Manager (or successor)
 Address: 10 Civic Center Plaza, Mankato, MN 56001
 Telephone: (507) 387-8695
 Email: sarntz@mankatomn.gov

10.3. North Mankato's Authorized Representative will be:

Name, Title: Kevin McCann, City Administrator (or successor)
 Address: 1001 Belgrade Avenue, North Mankato, MN 56003
 Telephone: (507) 625-4141
 Email: kmccann@northmankato.com

11. Assignment; Amendments; Waiver; Contract Complete

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

11.2. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

11.3. Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

11.4. Contract Complete. This Agreement contains all prior negotiations and agreements between the State, Mankato, and North Mankato. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

12. Liability; Worker Compensation Claims

12.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Mankato and North Mankato.

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

13. Nondiscrimination

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

14. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, Mankato's and North Mankato's books, records, documents, and 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.

15. Government Data Practices

Mankato, North Mankato, and the 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 Mankato and North Mankato under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by Mankato, North Mankato, or the State.

16. Telecommunications Certification

By signing this Agreement, Mankato and North Mankato certify 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, Mankato and North Mankato 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. Mankato and North Mankato will include this certification as a flow down clause in any contract related to this Agreement.

17. 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.

18. Termination; Suspension

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

18.2. 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 Mankato and North Mankato.

18.3. 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.

19. 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.

(The remainder of this page has been intentionally left blank.)

CITY OF MANKATO

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: _____

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

CITY OF NORTH MANKATO

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. 1059862
City of Mankato and North Mankato

SP 5212-35 (TH 169=005) Preliminary: November 12, 2025
 SP 137-152-002, SAP 150-117-007
 Fed. Proj. NHPP-STBG-NHFP-TA 0169(364)

Grading, bituminous and concrete surfacing, moment slab, ADA improvements, TMS, signal, lighting, and
 Bridge Nos. 52009 and 07042 construction to start approximately February 2026 under
 State Contract No. _____ with _____
 located on TH 169 at Belgrade Avenue, on Belgrade Avenue from Wall Street to the Minnesota River,
 and on Mulberry Street from the Minnesota River to 190 feet west of North 2nd Street

MANKATO COST PARTICIPATION

	Mankato Funds	Mankato Match 20 Percent	Federal Aid 80 Percent	TOTALS
SP 137-152-002 Roadway Work Items (From Sheet No. 4)	(0.00)	77,118.39	308,473.57	
SP 137-152-002 SUP Work Items (From Sheet No. 5)		34,099.44	136,397.74	
Vault and Conduit Work Items (From Sheet No. 9)	9,535.91			
Mankato Cost for Bridge No. 07042 Aesthetic Items (From Sheet No. 11)	0.00			
SP 137-152-002 Bridge No. 07042 Work Items (From Sheet No. 12)	0.00	1,433,415.12	5,733,660.48	
SP 137-152-002 Bridge No. 07042 SUP Work Items (From Sheet No. 13)	0.00	52,392.36	209,569.44	
Bridge No. 07042 Conduit and Access Work Items (From Sheet No. 13)	136,900.00			
Construction Subtotals	\$146,435.91	\$1,597,025.31	\$6,388,101.24	
Anticipated Total Mankato Construction Costs				\$8,131,562.45
Construction Engineering (8%)	650,525.00			
Construction + Construction Engineering Subtotals	\$796,960.91	\$1,597,025.31	\$6,388,101.24	
(1) Total Mankato Obligation				\$8,782,087.45
Total Anticipated Federal Aid				\$6,388,101.24
(2) Total Mankato Obligation Minus Anticipated Federal Aid				\$2,393,986.22

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

(2) Amount of advance payment as described in Article 7 of the Agreement (estimated amount)

NORTH MANKATO COST PARTICIPATION

	TOTALS
Water Main and Sanitary Sewer Work Items (From Sheet No. 9)	31,469.55
Construction Engineering (3%)	944.09
Subtotal (Water Main and Sanitary Sewer Work Items + 3% Construction Engineering)	\$32,413.64
SAP 150-114-007 Work Items (From Sheet No. 8)	861,403.52
Pro Rata and Remove Flasher System Work Items (From Sheet No. 9)	6,655.00
State Furnished Materials (From Sheet No. 10)	23,003.09
Subtotal	\$891,061.61
Construction Engineering (8%)	\$71,284.93
(3) Total North Mankato Obligation	\$994,760.18

(3) Amount of advance payment as described in Article 9 of the Agreement (estimated amount)

ITEM NUMBER	SP 137-152-002 ROADWAY WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.07	337,000.00	23,590.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	200.00	0.77	154.00
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	3.00	570.00	1,710.00
2104.502	REMOVE DELINEATOR / MARKER	EACH	1.00	32.82	32.82
2104.502	REMOVE SIGN	EACH	5.00	57.15	285.75
2104.502	REMOVE LIGHTING SYSTEM	EACH	1.00	18,000.00	18,000.00
2104.502	REMOVE SIGN PANEL	EACH	2.00	61.18	122.36
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	105.00	2.25	236.25
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	83.00	18.00	1,494.00
2104.503	REMOVE CURB & GUTTER	LIN FT	180.00	4.75	855.00
2104.504	REMOVE CONCRETE APPROACH PANEL	SQ YD	255.00	4.63	1,180.65
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	324.00	5.00	1,620.00
2104.518	REMOVE CONCRETE WALK	SQ FT	1,532.00	1.38	2,114.16
2106.507	EXCAVATION - COMMON (P)	CU YD	565.00	9.75	5,508.75
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	199.00	19.89	3,958.11
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	5.00	10.00	50.00
2112.604	SUBGRADE PREPARATION 6"-12" (P)	SQ YD	530.00	1.24	657.20
2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	177.00	45.00	7,965.00
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	57.00	125.00	7,125.00
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	76.00	130.00	9,880.00
2406.504	BRIDGE APPROACH PANELS	SQ YD	241.00	375.00	90,375.00
2406.603	EXPANSION JOINTS, DESIGN E5	LIN FT	110.00	122.27	13,449.70
2502.503	4" TP PIPE DRAIN	LIN FT	3.00	10.00	30.00
2502.503	6" TP PIPE DRAIN	LIN FT	6.00	34.49	206.94
2502.503	4" PERF TP PIPE DRAIN	LIN FT	30.00	12.00	360.00
2502.503	6" PERF TP PIPE DRAIN	LIN FT	106.00	16.49	1,747.94
2503.503	12" RC PIPE SEWER DES 3006 CL V	LIN FT	82.00	65.00	5,330.00
2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	27.00	70.00	1,890.00
2506.502	CASTING ASSEMBLY	EACH	4.00	1,000.00	4,000.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN H	LIN FT	8.00	475.00	3,800.00
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	10.00	500.00	5,000.00
2506.602	RECONSTRUCT DRAINAGE STRUCTURE SPECIAL	EACH	1.00	3,500.00	3,500.00
2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1.00	1,390.00	1,390.00
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	146.00	31.17	4,550.82

ITEM NUMBER	SP 137-152-002 ROADWAY WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	41.00	27.00	1,107.00
2531.603	CONCRETE SILL	LIN FT	26.00	11.90	309.40
2545.501	LIGHTING SYSTEM "B"	LUMP SUM	0.40	107,163.00	42,865.20
2545.501	LIGHTING SYSTEM "C"	LUMP SUM	1.00	74,620.00	74,620.00
2545.501	LIGHTING SYSTEM "D"	LUMP SUM	1.00	6,575.00	6,575.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.07	168,500.00	11,795.00
2564.502	DELINEATOR / MARKER PANEL	EACH	1.00	105.70	105.70
2564.518	SIGN	SQ FT	105.00	80.07	8,407.35
2564.518	SIGN PANEL	SQ FT	25.00	53.91	1,347.75
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	0.10	8,000.00	800.00
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	0.10	8,528.00	852.80
2573.502	STORM DRAIN INLET PROTECTION	EACH	5.00	190.00	950.00
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	276.00	3.33	919.08
2573.503	SEDIMENT CONTROL LOG TYPE ROCK	LIN FT	8.00	3.91	31.28
2574.505	SUBSOILING	ACRE	0.10	261.87	26.19
2574.505	SOIL BED PREPARATION	ACRE	0.20	227.03	45.41
2574.508	FERTILIZER TYPE 3	POUND	9.00	1.02	9.18
2575.504	RAPID STABILIZATION METHOD 4	SQ YD	214.00	1.34	286.76
2575.504	ROLLED EROSION PREVENTION CATEGORY 30	SQ YD	215.00	2.18	468.70
2575.505	SEEDING	ACRE	0.10	343.06	34.31
2575.608	SEED SOUTHERN BOULEVARD	POUND	8.00	5.93	47.44
2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	4,700.00	1.25	5,875.00
2582.503	10" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	180.00	3.20	576.00
2582.503	6" BROKEN LINE MULTI COMP GR IN (WR)	LIN FT	99.00	1.35	133.65
2582.503	6" DOTTED LINE MULTI COMP GR IN (WR)	LIN FT	30.00	1.39	41.70
2582.503	6" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	190.00	3.05	579.50
2582.503	6" SOLID LINE MULTI COMP GR IN (WR) CONT	LIN FT	90.00	1.92	172.80
2582.503	6" BROKEN LINE MULTI COMP GR IN (WR) CONT	LIN FT	210.00	1.87	392.70
2582.503	10" DOTTED LINE MULTI COMP GR IN (WR) CONT	LIN FT	180.00	2.54	457.20
2582.518	PAVT MSSG MULTI COMP	SQ FT	25.00	3.81	95.25
	<i>Continued on Next Sheet</i>				

(1) 80% FEDERAL STBG, 20% MANKATO (CAPPED); THEN 80% FEDERAL NHFP, 20% MANKATO (CAPPED); REMAINDER 100% MANKATO
(P) = PLAN QUANTITY 1059862

[illegible]

[illegible]

ITEM NUMBER	SAP 150-114-007 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (3)
2021.501	MOBILIZATION	LUMP SUM	0.16	337,000.00	53,920.00
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	5.00	570.00	2,850.00
2104.502	REMOVE DELINEATOR / MARKER	EACH	3.00	32.82	98.46
2104.502	REMOVE SIGN	EACH	6.00	57.15	342.90
2104.502	REMOVE SIGNAL SYSTEM A	EACH	0.25	16,000.00	4,000.00
2104.502	REMOVE LIGHTING SYSTEM	EACH	1.00	18,000.00	18,000.00
2104.502	REMOVE SIGN PANEL	EACH	6.00	61.18	367.08
2104.502	SALVAGE SIGN PANEL	EACH	1.00	53.35	53.35
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	89.00	4.45	396.05
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	53.00	2.25	119.25
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	170.00	18.00	3,060.00
2104.503	REMOVE CURB & GUTTER	LIN FT	991.00	4.75	4,707.25
2104.503	SALVAGE WOOD RAIL FENCE	LIN FT	28.00	16.80	470.40
2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	1,697.00	7.00	11,879.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	128.00	5.00	640.00
2104.518	REMOVE CONCRETE WALK	SQ FT	7,274.00	1.38	10,038.12
2104.602	SALVAGE SIGN SPECIAL	EACH	1.00	80.67	80.67
2104.602	SALVAGE SIGN PANEL SPECIAL	EACH	2.00	59.26	118.52
2106.507	EXCAVATION - COMMON (P)	CU YD	1,563.00	9.75	15,239.25
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	1,005.00	19.89	19,989.45
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	96.00	10.00	960.00
2106.602	DEWATERING	EACH	1.00	2,500.00	2,500.00
2106.607	EXCAVATION SPECIAL	CU YD	408.00	11.28	4,602.24
2106.607	HAUL & DISPOSE OF CONTAMINATED MATERIAL	CU YD	408.00	39.87	16,266.96
2108.504	GEOTEXTILE FABRIC TYPE 4	SQ YD	1,628.00	2.75	4,477.00
2108.504	GEOTEXTILE FABRIC TYPE 9	SQ YD	1,383.00	2.95	4,079.85
2112.604	SUBGRADE PREPARATION 6"-12" (P)	SQ YD	1,628.00	1.24	2,018.72
2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	595.00	45.00	26,775.00
2301.502	DOWEL BAR	EACH	790.00	10.76	8,500.40
2301.504	CONCRETE PAVEMENT 8.0"	SQ YD	1,436.00	84.00	120,624.00
2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT	POUND	1,047.00	2.78	2,910.66
2301.604	6" CONCRETE PAVEMENT SPECIAL	SQ FT	471.00	30.00	14,130.00
2301.604	10" CONCRETE PAVEMENT SPECIAL	SQ FT	193.00	50.00	9,650.00
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	1.00	125.00	125.00

ITEM NUMBER	SAP 150-114-007 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (3)
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	1.00	130.00	130.00
2502.503	4" TP PIPE DRAIN	LIN FT	18.00	10.00	180.00
2502.503	4" PERF TP PIPE DRAIN	LIN FT	426.00	12.00	5,112.00
2503.503	12" RC PIPE SEWER DES 3006 CL V	LIN FT	217.00	65.00	14,105.00
2503.503	18" RC PIPE SEWER DES 3006 CL V	LIN FT	59.00	70.00	4,130.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	1,500.00	1,500.00
2503.604	4" INSULATION	SQ YD	4.00	60.13	240.52
2506.502	CASTING ASSEMBLY	EACH	10.00	1,000.00	10,000.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN H	LIN FT	16.00	475.00	7,600.00
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	22.00	500.00	11,000.00
2506.503	CONST DRAINAGE STRUCTURE DES 66-4020	LIN FT	6.00	1,285.42	7,712.52
2521.518	6" CONCRETE WALK	SQ FT	4,874.00	9.50	46,303.00
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	176.00	16.63	2,926.88
2521.618	13.5" CONCRETE WALK SPECIAL	SQ FT	1,070.00	30.83	32,988.10
2521.618	CONCRETE CURB RAMP WALK	SQ FT	2,326.00	16.61	38,634.86
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	135.00	27.00	3,645.00
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	689.00	27.00	18,603.00
2531.603	CONCRETE SILL	LIN FT	34.00	11.90	404.60
2531.603	CONCRETE CURB & GUTTER	LIN FT	265.00	35.00	9,275.00
2531.603	CONCRETE CURB DESIGN V	LIN FT	99.00	74.38	7,363.62
2531.618	TRUNCATED DOMES	SQ FT	302.00	70.43	21,269.86
2540.618	CONCRETE PAVERS SPECIAL 1	SQ FT	471.00	35.00	16,485.00
2540.618	CONCRETE PAVERS SPECIAL 2	SQ FT	2,103.00	32.00	67,296.00
2545.501	LIGHTING SYSTEM "A"	LUMP SUM	0.50	66,525.00	33,262.50
2557.603	INSTALL WOOD RAIL FENCE	LIN FT	28.00	52.50	1,470.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.16	168,500.00	26,960.00
2563.602	TUBULAR MARKER	EACH	2.00	42.00	84.00
2564.502	INSTALL SIGN PANEL	EACH	1.00	7,000.00	7,000.00
2564.502	DELINEATOR / MARKER PANEL	EACH	1.00	105.70	105.70
2564.518	SIGN	SQ FT	114.00	80.07	9,127.98
2564.518	SIGN PANEL	SQ FT	20.00	53.91	1,078.20
2564.602	INSTALL SIGN SPECIAL	EACH	1.00	376.75	376.75
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM A	LUMP SUM	0.25	7,965.00	1,991.25
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM A	SYSTEM	0.25	291,423.25	72,855.81

1059862

1059862

[illegible]

ITEM NUMBER	SP 5212-35 CITY UTILITY AND REMOVE FLASHER SYSTEM WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2021.501	MOBILIZATION	LUMP SUM	0.01	337,000.00	3,370.00
2104.501	REMOVE FLASHER SYSTEM	LUMP SUM	1.00	1,600.00	1,600.00
2104.502	* SALVAGE GATE VALVE & BOX	EACH	1.00	1,575.00	1,575.00
2104.502	* SALVAGE HYDRANT	EACH	1.00	798.00	798.00
2504.602	* CONNECT TO EXISTING WATERMAIN (SPEC)	EACH	1.00	3,150.00	3,150.00
2504.602	* HYDRANT	EACH	1.00	7,000.00	7,000.00
2504.602	* 6" GATE VALVE & BOX	EACH	1.00	3,513.12	3,513.12
2504.603	* 6" PVC WATERMAIN	LIN FT	3.00	77.81	233.43
2506.502	* ADJUST FRAME & RING CASTING	EACH	4.00	1,300.00	5,200.00
2506.602	* MODIFY DRAINAGE STRUCTURE	EACH	1.00	10,000.00	10,000.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.01	168,500.00	1,685.00
				TOTAL	\$38,124.55
	(4) 100% NORTH MANKATO*		\$31,469.55		
	* 3% Construction Engineering Charge		100% NORTH MANKATO	\$6,655.00	

(5) 100% MANKATO

ITEM NUMBER	SP 5212-35 VAULT AND CONDUIT WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (5)
2550.503	2" NON-METALLIC CONDUIT	LIN FT	200.00	6.83	1,366.00
2550.602	PULL VAULT	EACH	1.00	2,919.91	2,919.91
2550.603	2" BORED CONDUIT	LIN FT	250.00	21.00	5,250.00
				TOTAL	\$9,535.91
	(5) 100% MANKATO		\$9,535.91		

Data is considered Non-public prior to project award under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

ITEM NUMBER	SP 137-152-002 BRIDGE NO. 07042 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (8)
2013.602	TCLP TEST	EACH	0.44	750.00	330.00
2104.502	SALVAGE HISTORIC PLAQUE	EACH	1.00	1,100.00	1,100.00
2104.601	REMOVE REGULATED WASTE MATERIAL (BRIDGE)	LUMP SUM	0.44	7,400.00	3,256.00
2401.503	TYPE MOD P-1 BARRIER CONC (3S52)	LIN FT	849.20	375.00	318,450.00
2401.508	REINFORCEMENT BARS (EPOXY COATED)	POUND	368,944.00	1.90	700,993.60
2401.518	RAISED MEDIAN CONCRETE (3S52)	SQ FT	2,669.92	26.00	69,417.92
2401.518	BRIDGE SLAB CONCRETE (3YHPC-M)	SQ FT	44,550.00	60.00	2,673,000.00
2401.618	SPECIAL SURFACE FINISH (INPLACE)	SQ FT	12,298.00	4.50	55,341.00
2402.602	SHEAR STUDS	EACH	2,671.68	15.11	40,369.08
2433.502	ANCH TYPE REINF BARS (TYPE L)	EACH	71.72	130.00	9,323.60
2433.503	REMOVE CONCRETE BARRIER AND WALL	LIN FT	69.08	350.00	24,178.00
2433.518	REMOVE CONCRETE SLAB; CURBS; OVERLAY; AND BARRIER	SQ FT	44,506.00	31.00	1,379,686.00
2433.602	RECONSTRUCT BEARING ASSEMBLY	EACH	19.36	19,800.00	383,328.00
2433.603	REPAIR STRUCTURAL CRACKS	LIN FT	88.00	135.00	11,880.00
2433.603	REPAIR PAVING BRACKET	LIN FT	24.20	130.00	3,146.00
2433.603	RECONSTRUCT PAVING BRACKET	LIN FT	24.20	335.00	8,107.00
2433.618	CONCRETE SURFACE REPAIR	SQ FT	110.00	400.00	44,000.00
2473.503	EXPANSION JOINT DEVICES TYPE 4	LIN FT	145.64	365.00	53,158.60
2476.601	WASTE COLLECTION AND DISPOSAL	LUMP SUM	0.44	1,400,000.00	616,000.00
2478.518	ORGANIC ZINC-RICH PAINT SYSTEM (FIELD)	SQ FT	49,684.80	12.25	608,638.80
2478.618	CLEAN AND PAINT STEEL	SQ FT	7,260.00	11.00	79,860.00
2540.602	INSTALL HISTORIC PLAQUE	EACH	0.88	2,900.00	2,552.00
2545.501	CONDUIT SYSTEM TYPE 1	LUMP SUM	0.44	184,000.00	80,960.00
				TOTAL	\$7,167,075.60
	(8) 80% FEDERAL NHFP		\$5,733,660.48		
	20% MANKATO (LBRP)**		\$1,433,415.12		
	THEN				
	80% FEDERAL STBG		\$0.00		
	20% MANKATO (LBRP)**		\$0.00		
	REMAINDER				
	100% MANKATO		\$0.00		
	** LBRP amount will be capped upon contract award				

ITEM NUMBER	SP 137-152-002 BRIDGE NO. 07042 SUP WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (9)
2104.601	REMOVE MISCELLANEOUS STRUCTURES	LUMP SUM	0.44	41,000.00	18,040.00
2401.507	STRUCTURAL CONCRETE (3S52)	CU YD	10.12	5,700.00	57,684.00
2401.508	REINFORCEMENT BARS (EPOXY COATED)	POUND	10,864.00	1.90	20,641.60
2401.518	SIDEWALK CONCRETE (3S52)	SQ FT	10,027.60	15.00	150,414.00
2475.503	PIPE RAILING	LIN FT	45.32	335.00	15,182.20
				TOTAL	\$261,961.80
	(9) 80% FEDERAL TA		\$209,569.44		
	20% MANKATO		\$52,392.36		
	REMAINDER				
	100% MANKATO		\$0.00		

(10) 100% MANKATO

ITEM NUMBER	SP 5212-35 CONDUIT AND ACCESS WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (10)
2505.602	ACCESS MANHOLE	EACH	1.00	23,900.00	23,900.00
2545.501	CONDUIT SYSTEM TYPE 2	LUMP SUM	1.00	113,000.00	113,000.00
				TOTAL	\$136,900.00
	(10) 100% MANKATO		\$136,900.00		

CITY OF MANKATO

RESOLUTION

IT IS RESOLVED that the City of Mankato enter into MnDOT Agreement No. 1059682 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by Mankato to the State of Mankato's share of the costs of the roadway, shared use path, Bridge No. 07042, lighting, and aesthetic elements construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 169 at Belgrade Avenue, Belgrade Avenue from Wall Street to the Minnesota River, and Mulberry Street from the Minnesota River to 190 feet west of North 2nd Street under State Project No. 5212-35.

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

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Mankato at an authorized meeting held on the _____ day of _____, 20____, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 20____

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

CITY OF NORTH MANKATO

RESOLUTION

IT IS RESOLVED that the City of North Mankato enter into MnDOT Agreement No. 1059682 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by North Mankato to the State of North Mankato's share of the costs of the signal, shared use path, lighting, water main, and sanitary sewer construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 169 at Belgrade Avenue, Belgrade Avenue from Wall Street to the Minnesota River, and Mulberry Street from the Minnesota River to 190 feet west of North 2nd Street under State Project No. 5212-35.

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

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of North Mankato at an authorized meeting held on the _____ day of _____, 20____, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 20____

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)