



AGENDA

**Mankato City Council
Regular Meeting
July 27, 2026 - 6 p.m.
IGC - Council Chambers**

1. **Call Meeting to Order**

Roll Call

Pledge of Allegiance

2. **Approval of Agenda**

3. **Approval of Minutes**

Regular Meeting of July 13, 2026

4. **Appearances, Recognition, and Proclamations**

Recognition of employees who have reached a milestone of 20 or more years of service with the City of Mankato.

City of Mankato 2025 Financial Review and Audit.

5. **Public Open Forum (15 Minutes)**

The public may address the Council on any topic, with the condition that they may not speak on the same item later in the meeting. Speakers are encouraged to register with the City Clerk prior to the start of the meeting, and are limited to three minutes.

6. **Consent Calendar**

NOTE: All items listed under the Consent Calendar will be enacted by one motion. There will be no separate discussion of these items. If a Council Member wishes to discuss any of these items, they may ask that the item be removed from the Consent Calendar. Removed item(s) will be discussed and acted upon by separate motion.

- A. Motion approving Proclamation designating September 2026, as Celebrate Recovery Month in the City of Mankato.
- B. Motion approving the donation of one punch pass for Tourtellotte Pool to Cornerstone Lutheran School.
- C. Resolution approving application to conduct off-site gambling on October 22, 2026, for Mankato Area Hockey Association (MAHA) at Sky One Eleven Event Space, 111 South 2nd Street, 7th Floor.
- D. Resolution approving application to conduct off-site gambling on October 8, 2026, for Mankato Area Youth Baseball Association (MAYBA) at Loose Moose Saloon and Conference Center, 119 South Front Street.
- E. Resolution appointing Prosecuting Attorney and authorizing the City Manager to enter into an Agreement for Legal Services.
- F. Resolution authorizing City Manager to execute First Amendment to Development Agreement (Axis).
- G. Resolution authorizing a Joint Powers Agreement with Minnesota State University Mankato for 2026-2027 Transit Services.
- H. Resolution to accept State Funds for the Airport Entrance Road Pavement Rehabilitation Project.
- I. Resolution awarding Nielsen Blacktopping and Concrete Inc. as the contractor for the 2026 Bus Stop Improvement Construction Project.
- J. Resolution to accept MnDOT funding for the Airport Clear Zone Acquisition Plan.
- K. Resolution authorizing the use of City funds to replace private Lead and Galvanized service lines.

- L. Resolutions considering bids on Capital Improvement Project 11200; Land of Memories Park; Accepting the DNR Outdoor Recreation Grant and also Authorizing City Manager to Direct Purchase Play System/Surfacing.
- M. Resolution accepting feasibility report, ordering plans and authorizing bids for Capital Improvement Project 11213; Lead Service Line Replacement Project - Phase 1.
- N. Set August 24, 2026, as date of public hearing for Capital Improvement Project 11189; TH 169 Revitalization Project.
- O. Set August 10, 2026, as the date of public hearing for a variance from Chapter 10, Article II, Division 3, Sec.10-97 of the Mankato City Code to decrease the front yard setback from 30 feet to 0 feet in the R-1, One-Family Dwelling District, to allow for the construction of an accessory structure (405 Ridgewood Street); by request of Brian and Tricia Sarff.
- P. Set August 10, 2026, as the date of public hearing for a variance from Chapter 10, Article V, Division 6, Sec. 10-584 of the Mankato City Code to decrease the front yard setback from the code required 15 feet to 12 feet and to decrease the corner side yard from the code required 7 feet, 6 inches to 0 feet in the B-1, Community Business District, to allow for an updated façade with new finishes and a new exit door and related foundation (1028 North Riverfront Drive); by request of Dustin Lee.
- Q. Set August 24, 2026, as date of public hearing for Capital Improvement Project 11121; Long Street and Emerson Lane.

7. **Council Business**

- A. Resolution Approving the Minnesota River-Mankato Comprehensive Watershed Management Plan Joint Powers Collaborative Agreement.

8. **Reports and Miscellaneous Business**

View all city committee meetings by clicking on our [City Calendar](#)

Regular Council Meeting, August 10, 2026, 6 p.m., Council Chambers (with EDA and/or Work Session to follow)

Regular Council Meeting, August 24, 2026, 6 p.m., Council Chambers (with Work Session to follow)

9. **Adjournment**



MINUTES

**Mankato City Council
Regular Meeting
July 13, 2026 - 6 p.m.
IGC - Council Chambers**

1. **Call Meeting to Order**

Roll Call

Members Present: Dennis Dieken, Michael McLaughlin, Jenn Melby-Kelley, Jessica Hatanpa, Kevin Mettler, Mike Laven, and Mayor Najwa Massad.

Staff Present: City Manager Susan Arntz, Administrative Services Director Parker Skophammer, Community Development Director Mark Konz, City Engineer Cory Bienfang, and City Clerk Renae Kopischke.

Pledge of Allegiance

2. **Approval of Agenda**

Mayor Massad noted the addition of item 5.L. re the appointment of election judges for the 2026 Primary Election. Mr. Mettler moved and Mr. Laven seconded a motion to approve the agenda as amended. The motion carried unanimously.

3. **Approval of Minutes**

Mr. Dieken moved and Ms. Hatanpa seconded a motion to approve the minutes of the Regular Meeting of June 22, 2026, as written. The motion carried unanimously.

4. **Public Open Forum (15 Minutes)**

Amanda Burg stated that she is the owner and director of Mankato Chemical Health and the applicant for a conditional use permit. She noted that she has had the privilege of helping 100's of individuals and families begin the recovery journey and witnessed first-hand how treatment changes lives. She commented on how the individuals served are not defined by a diagnosis but are parents, veterans, teachers, young adults, etc. who have made the decision to seek

treatment and rebuild their lives. She mentioned how substance use disorder is recognized as a medical condition and individuals in recovery are actively seeking recovery. She touched on the law, the process and the proposal as well as how the facility would operate.

Donald Kusick commented that the neighborhood has concerns and noted that just because something can happen and is allowed doesn't mean it should. He mentioned how there was already crime in the neighborhood and how he had heard gun shots.

David Dittrich stated that he shares the southern property line with the property at Pohl Road. He referred to the condition that was added by the Planning Commission related to an eight-foot fence and requested that discussion be held further between the two property owners.

Jessica Windisch stated that she began researching Mankato Chemical Health, and she mentioned that when she contacted other organizations where they are located no one had heard of the applicant. She wondered about funding for the facility.

Charlotte Nefzger commented that she is in the backyard of where the facility is going to be located. She also expressed concerns about an eight-foot fence. She referred to the meeting that was held with the neighborhood and the applicant and how she made them feel. She felt that a traffic study needed to be conducted. She touched on a home evaluation study and wondered if something could be done.

Paul Fox asked that the item not move forward until more information has been obtained and vetted. He indicated that a traffic study needs to be done and noted issues with speed as well. He felt that residents should have been notified sooner and that notification should have included a larger area.

Aaron expressed his support for the data center moratorium and commented on the ways they are causing rapid changes within communities.

5. **Consent Calendar**

NOTE: All items listed under the Consent Calendar will be enacted by one motion. There will be no separate discussion of these items. If a Council Member wishes to discuss any of these items, they may ask that the item be removed from the Consent Calendar. Removed item(s) will be discussed and acted upon by separate motion.

Mr. McLaughlin pulled item 5.B. and Ms. Hatanpa pulled item 5.F. Ms. Hatanpa moved and Mr. Mettler seconded a motion to approve the Consent Calendar as amended. With all members voting in favor, the motion carried.

- A. Resolution approving Opioid Remediation Grant to Connecting Through Courage for evidence-based family support programming and community stigma reduction education related to outcomes for individuals and families in the Mankato community.
- B. Resolution amending the city's fee schedule by establishing Administrative Penalties for Cannabis Violations.

Mr. McLaughlin stated that the city is required by state law to enforce cannabis regulations and noted that cannabis licenses are issued by the state. Mr. Kopischke explained that after the state issues a license, the license holder must register with the city, as the city is responsible for conducting annual compliance inspections. He asked whether the city receives any state funding to support these enforcement responsibilities. Ms. Arntz responded that cities were originally expected to receive a share of the cannabis sales tax revenue; however, when the legislature approved the 2025 budget, it changed the distribution so that the state retains 100 percent of the sales tax revenue.

Mr. McLaughlin moved and Mr. Mettler seconded a motion to approve the Resolution amending the city's fee schedule by establishing Administrative Penalties for Cannabis Violations. The motion carried unanimously.

- C. Resolution amending the city's fee schedule for Strike Reviews and Administrative Hearings, and establishing the hourly rate for Hearing Officers.
- D. Resolution adopting the Transit Safety Plan Update.
- E. Resolution approving the Final Plat review of Hiniker Parkway Subdivision; by request of the City of Mankato.
- F. Resolution accepting the feasibility report, ordering improvements, preparation of plans and specifications, and ordering advertisement for bids on Capital Improvement Project 11236; 2026 Rosewood Pond Outlet Improvements.

Ms. Hatanpa noted that the pond and drainage issues were among the neighborhood's highest concerns and asked whether the project timeline could be accelerated. Mr. Bienfang responded that the project had been identified as a priority. He provided an update on the bid package and the project's status, noting that the schedule was aggressive and that the goal was to complete the work this year.

There was brief discussion on the outlet and the possibility of a future project to remove sediment from the pond and complete downstream improvements, including cleaning and stabilizing the ravine. Those improvements are anticipated to occur in 2027–2028 as part of a phased approach.

Ms. Hatanpa moved and Mr. McLaughlin seconded a motion to approve the Resolution accepting the feasibility report, ordering improvements, preparation of plans and specifications, and ordering advertisement for bids on Capital Improvement Project 11236; 2026 Rosewood Pond Outlet Improvements. The motion carried unanimously.

- G. Report on project and change order 3 for Capital Improvement Project 11114; Germania Park Phase 5.
- H. Report on project and change orders 1 & 2 for Capital Improvement Project 11193; 2026 Resurfacing.
- I. Report on project and change orders 5 & 6 for Capital Improvement Project 11001; Land of Memories Trail.
- J. Report on project and change orders 7 & 12 for Capital Improvement Project 10884; Kern Bridge.
- K. Resolution authorizing application to the Minnesota Department of Public Safety for the 2027 Traffic Enforcement Grant Program.
- L. Resolution appointing election judges for the 2026 Primary Election.

6. **Planning Commission**

- A. Mr. Konz stated that River Bluff Cottages, LLC is requesting approval of a preliminary and final plat, along with an amended planned unit development (PUD), for the proposed River Bluff Cottages development on a 4.53-acre site along Sibley Parkway near the northern end of Rogers Street. He noted that the property, formerly the Hanson Concrete Plant, received approvals in 2022 and 2024; however, those approvals have expired. He indicated that the subdivision consists of one lot and one block and does not require any new public streets or right-of-way dedication. He added that existing easements for dike, drainage, stormwater, trails, and city relief wells will remain in place, and the proposed 20-townhome development is designed to avoid encroachments into those easement areas. He mentioned that updated engineering, grading, drainage, architectural, and site development plans have been submitted as part of the amended PUD application.

Mr. Konz indicated that the proposed PUD would allow flexibility such as a shared private driveway while providing public benefits, including redevelopment of a previously industrial site, preservation of the surrounding neighborhood character, additional market-rate housing, and open space for residents. He commented that the development includes 20 slab-on-grade attached townhomes with parking that meets city requirements, landscaped

common areas, a gazebo, and pedestrian access to the Sibley Parkway trail. He stated that the Planning Commission reviewed the proposal on June 24, 2026, and recommended approval of both the preliminary and final plat and the amended planned unit development.

Mr. Dieken moved and Mr. Mettler seconded a motion to approve the Resolutions approving the Final Plat of River Bluff Cottages and for an amendment to a previously approved Planned Unit Development (Outlot A, Sibley Parkway). The motion carried unanimously.

- B. Mr. Konz reported that the request is for approval to operate Mankato Chemical Health, a licensed outpatient substance use disorder treatment clinic, at 114 Pohl Road, a property currently occupied by Hope Interfaith Center, which will remain in the building until August 1, 2026. He noted that the proposed clinic would provide outpatient treatment only, with no residential component or overnight stays. He reviewed the services offered, including substance use assessments, individual and group counseling, intensive outpatient programming, relapse prevention, family support, care coordination, medication management partnerships, and wellness-based recovery services. He indicated that the clinic would be staffed by licensed professionals and administrative personnel, with no more than four staff members and ten clients onsite at any one time, all by scheduled appointment. He stated that operations would primarily occur during weekday business hours, with some early morning and evening appointments. He added that methadone and Suboxone would not be dispensed at the facility and that, although outdoor therapy and activities are proposed, they would not occur after dark.

Mr. Konz stated that the property is zoned R-1, Residential One-Family Dwelling District, where medical clinics are permitted through a conditional use permit. He explained that the proposal includes only limited site improvements, such as fencing, exterior painting, and parking lot striping, and that the existing parking supply is sufficient to meet code requirements if staffing remains within the proposed limits. He summarized the recommended conditions of approval, which address parking lot screening, a refuse enclosure, lighting, signage, traffic management, and neighborhood communication through a local contact hotline. He noted that staff determined the anticipated traffic volumes would be low and well within the capacity of adjacent roadways. He also stated that staff research found no evidence that outpatient substance-use treatment centers negatively affect nearby residential property values. He concluded that, following public testimony expressing concerns about safety, traffic, and neighborhood impacts, the Planning Commission recommended approval of the conditional use permit with conditions, including installation of fencing along the west and south property lines and permitting outdoor therapy activities.

Mr. Laven mentioned the previous use of the property and how the concerns he heard from the neighborhood were related to the number of trips increasing to 47 per day.

Brief discussion on the traffic, and it was noted that the Council had the ability to modify the conditions if they wished.

Mr. Mettler commented that he has spent much of his life working with individuals struggling with addiction and emphasized that they are not all criminals, even if criminal behavior may sometimes be associated with addiction. He stated that not everyone with an addiction is a criminal, noting that these individuals are our neighbors, family members, friends, and people deserving of support. He also stated that he lives on Pohl Road and acknowledged that the proposed facility would be in his front yard and something he would see every day. He commented on the condition of the building and expressed his belief that having a tenant would help improve it. He agreed that traffic on the road can be heavy but noted that it is a multi-use roadway serving a variety of purposes. He further observed that individuals actively using substances typically do not seek treatment at a treatment facility. He felt that there was a need and mentioned that there were over 15 sober houses in Mankato that most people do not know exist.

Ms. Hatanpa asked the applicant if she knew how many treatment patients were court ordered versus those just seeking active treatment. Ms. Burg replied that she didn't have the exact numbers but would guess it's about 50/50.

Ms. Burg noted that they have had a facility in Waseca since 2024, and they just opened the LeSueur location last month.

Ms. Hatanpa asked what recourse would be available if issues arose with the property. Mr. Konz responded that they would work with the applicant and the state to ensure any issues were addressed, noting that the facility is licensed by the state.

Ms. Hatanpa felt that the conditions could be modified to remove the outdoor activities and/or maybe modify the hours.

Mr. McLaughlin asked if a condition could be modified that would address the outdoor activities. He mentioned the possibility of a three-way stop at Pohl and Glenwood.

Ms. Arntz explained that the Council has the authority to add a stop sign tonight with approval; however, if the Council wished to have it further reviewed, she felt that the outcome might be the same as what was originally presented.

Mr. McLaughlin asked for clarification between sober homes and a treatment facility. Mr. Konz replied that sober homes do not always have to be state licensed and are more of a group residential setting where people support each other. He noted that the statute allows group homes to exist without a conditional use permit or city approval.

Mayor Massad mentioned her conversations with those in the neighborhood and how the unknown can be scary. She noted how there was another instance where there were concerns with a similar facility in 2015 located on Pfau Street and how she recently followed up and since then there has only been one call to the facility. She added that she also reached out to a few of the residents, and they indicated that they didn't even know that it was there anymore.

Discussion took place regarding the fence and the location as well as making modifications to the conditions of approval.

Mr. Mettler moved to approve the Resolution granting a Conditional Use Permit to allow a medical clinic in the R-1 (One-Family Dwelling) zoning district to serve adults seeking treatment and support for substance use and co-occurring mental health concerns at 114 Pohl Road. The motion included modifying Condition #2 to require the applicant to meet with neighboring property owners within 60 days to finalize the property's fence plans and modifying Condition #12 to add that outdoor activities be limited to Monday through Friday, from 8:00 a.m. to 6:00 p.m. Ms. Melby-Kelley seconded the motion. The motion carried with a vote of 7-1, with Ms. Hatanpa voting against.

7. **Public Hearings**

- A. Mr. Konz reported that Generation Properties, on behalf of property owner Tony Baumann, requested a variance from the Mankato City Code to reduce the required corner side-yard setback at 502 North 2nd Street from 10 feet to 5 feet, 4 inches in the O-R, Office Residential District. He stated that the variance would allow construction of a second-floor balcony on the residential portion of the existing Old Town Garage structure that would extend four feet toward Spring Street but would remain within the existing side wall footprint and would not impact the rear yard setback.

Mr. Konz explained that the property currently has an existing corner side-yard encroachment, with the structure located approximately 9 feet, 4 inches from the property line, and that the proposed balcony would further reduce the setback to 5 feet, 4 inches. He added that the property has unique conditions due to its historic development, small lot size, and existing mixed-use character. He indicated that the Old Town Garage was originally constructed in 1930 as a Skelly Oil service station and later adapted for automotive repair and residential use. He mentioned that surrounding properties in the area contain a variety of commercial, residential, and mixed-use structures with varying setbacks.

Mr. Konz stated that an administrative variance hearing was held on June 24, 2026. No members of the public attended the hearing other than the applicants, and no additional public comments were received regarding the request.

Mayor Massad opened the public hearing. There being no one wishing to speak, Mayor Massad closed the public hearing.

Ms. Hatanpa moved and Mr. Laven seconded a motion to approve the Resolution approving a variance to decrease the corner side yard setback from 10 feet to five feet, four inches (5'4") in the O-R, Office Residential Zoning District (502 North 2nd Street). The motion carried unanimously.

- B. Ms. Arntz reported that at the May 26 meeting, the Council reviewed information and discussed moving forward with an ordinance regulating the keeping of chickens within the city. She indicated that staff reviewed Chapter 4 of the City Code relating to animals and prepared a draft ordinance. She summarized the proposed changes, noting they would update animal-related definitions, including clarifying the definitions of "animal" and "non-domesticated animal," and add new definitions specific to the keeping of chickens. She noted that the ordinance would allow up to four hens on single-family residential properties, prohibit roosters and cockfighting, permit renters of single-family dwellings to keep chickens with the property owner's consent, and require a zoning permit for a chicken coop and run. She stated that the proposal also establishes standards for coop and run placement and size, including rear-yard location, minimum setbacks from property lines, and maximum size requirements based on the number of hens. She added that other provisions prohibit the sale of non-domesticated animals within the city, create exceptions for certain small pets, licensed research and veterinary facilities, service animals, and reasonable disability accommodations, and retain existing licensing requirements for animals kept in zoos, museums, or educational facilities.

Ms. Arntz further explained that, as previously discussed in May, violations of the ordinance would constitute violations of the City Code and are classified as misdemeanors under state law. She commented that if adopted, enforcement would primarily occur through administrative citations and civil fines under the city's administrative procedures, with nuisance abatement actions available through Civil District Court, consistent with other nuisance violations. She also referenced the prior discussion regarding rental property strike provisions, noting those provisions would not apply to violations involving the keeping of chickens but could be revisited in the future if necessary.

Mr. McLaughlin wondered what steps would be taken if there was a violation. Mr. Arntz commented that initially there would be contact with the owner and steps taken as necessary to gain compliance.

Ms. Arntz noted that the engagement and communications team was working on compiling information for the website, as well as an email for landlords, in the event the ordinance was approved.

Mayor Massad opened the public hearing.

Molly Smentek stated that she has always wanted to become a veterinarian and expressed her support for the ordinance allowing residents to keep chickens in Mankato. She explained that raising chickens would provide valuable experience working with farm animals and help her pursue her career goals. As a member of the 4-H Club, she added that keeping chickens would also give her the opportunity to exhibit them at the county fair.

Mayor Massad closed the public hearing.

Ms. Hatanpa moved and Mr. Laven seconded a motion to approve the Ordinance amending Chapter 4 of the Mankato City Code pertaining to the Keeping of Chickens in Residential Areas. The motion carried unanimously.

- C. Ms. Arntz reported that on June 22, the Council accepted a recommendation to hold a public hearing and consider an interim ordinance authorizing a study and establishing a temporary moratorium on data centers and high-impact utility consumers. She explained that the proposed ordinance was narrowly tailored to apply only to specifically defined data centers and high-impact utility consumers. Data centers are defined as facilities principally used for the storage, management, processing, or transmission of digital data, including associated infrastructure, but excluding computing facilities that are an accessory to another lawful principal use. High-impact utility consumers are defined as new or expanding commercial, industrial, or agricultural uses meeting one or more of the following thresholds: electrical capacity of at least 25 megawatts but less than 50 megawatts; projected average water use of 50,000 gallons per day or more; or development exceeding 450,000 gross square feet.

Ms. Arntz stated that the proposed interim ordinance would allow the Council time to review the city's regulations governing these uses without the time constraints of a pending development application. She noted that the moratorium would provide staff with the opportunity to evaluate potential impacts related to land use compatibility, utility infrastructure capacity and consumption, public services, environmental considerations, and other planning factors, and determine whether amendments to the city's zoning and development regulations are warranted. She added that the proposed moratorium would apply only to the narrowly defined use types and was not expected to affect the majority of commercial, industrial, or agricultural development projects.

Mr. Laven inquired about the cost of the study and the funding source. Ms. Arntz stated that the work would primarily be completed internally, with the possibility of some associated attorney fees.

Ms. Hatanpa noted the one-year timeline. Ms. Arntz responded that she anticipated the topic would be discussed during several work sessions, beginning with a review of the engagement plan. It was noted that the moratorium is limited to 12 months, providing time to study the issue, review existing regulations, and consider potential code amendments.

Ms. Arntz noted that Blue Earth County and North Mankato have also been considering similar ordinances.

Mayor Massad opened the public hearing.

David Turner, Southern Minnesota Clean Energy Board, stated that they are holding an information session at Grace Lutheran Church on July 25, and they have invited other cities to share their experiences. He asked the city to say no to any non-disclosure agreements.

Jacob Bauman stated he was supportive of the moratorium. He commented on negative effects and increased energy costs.

Louis Schwartkopf commended the city for being a good steward of the city's resources. He mentioned the definition of high utility customer and the figures used for electricity that reflect hyper-scale data centers. He suggested the figures reflected be reviewed.

Ms. Arntz noted that the reason the figures were used is because they are what is used in an Environmental Assessment Worksheet for the city, as the city does not regulate power. She added that the threshold of what is allowed to be regulated as onsite power generation is within the parameters, meaning anything above or below is outside the city's scope. She mentioned that we are only trying to manage the elements that are within the city's purview.

Mr. Schwartkopf reiterated a previous comment made and agreed that the city should not sign any non-disclosure agreements as there are other cities that have, and the residents were not included in any of the decisions. He provided several examples, and felt confident that this was something that Mankato would avoid. He reminded the Council of the event being held on Saturday, July 25, from 1 to 4 p.m. at Grace Lutheran Church related to data centers.

Stacey Karels, Mankato Building and Construction Trades Council, commented on behalf of the trade men and women and encouraged the Council to be open to bringing data centers into the community. He mentioned how data centers increase the local tax base, create jobs for construction of the facility as well as bring jobs to the community. He felt that the moratorium was not needed.

Levi Leskey appreciated that a moratorium was being considered to gather more information and facts. He commented on how developments are affecting the local economy. He touched on current trends and mentioned power grid shutdowns and cyber-attacks.

Drew Campbell spoke in favor of the moratorium to further study and obtain information related to data centers. He mentioned how he has served with several organizations and how there's a lot of information out there that people do not know. He commented on labor and how jobs and development are needed but not at the expense of not having enough resources.

Jason Lindahl, Pine Island resident, stated that he grew up farming and emphasized the importance of supporting agriculture in the same manner as other businesses. He commented that Pine Island has a limited business tax base and expressed the opinion that restrictions on certain types of businesses have contributed to an imbalance in the city's tax base. He disputed comments suggesting that Pine Island had been coerced, stating that the statements were inaccurate and that the city's intent was to pursue opportunities to expand its commercial tax base.

Sabri Fair supported the moratorium; however, he felt that the high utility user definition didn't do enough to protect the community. He believed there were gaps in the language and mentioned how multiple data centers could be allowed. He touched on the importance of water conservation measures and provided examples from other communities where the information was skewed. He provided examples where he felt that a hyper-scale user would still be allowed. He mentioned economic impact and how it does not stay within the community.

Ava Corey-Gruenes requested that the moratorium be amended to incorporate the adjustments recommended by Mr. Fair. She also asked that the County consider zoning amendments during the review period that would prohibit hyper-scale data centers indefinitely. She stated that she had conducted extensive research on hyper-scale data centers and their potential public health and environmental impacts, including effects on air, water, energy use, ecosystems, and agriculture. She urged the Council to consider uncertainties surrounding the purpose of such facilities and the potential for significant harm. She requested that any regulations adopted following the study period be based on research and community input rather than financial interests.

Mayor Massad closed the public hearing.

A brief discussion took place related to the definitions.

Ms. Melby Kelley moved and Mr. Mettler seconded a motion to approve the Interim Ordinance authorizing a Study and Imposing a Moratorium on Data Centers and High Impact Utility Consumers. The motion carried unanimously.

8. **Council Business (None)**

9. **Reports and Miscellaneous Business**

View all city committee meetings by clicking on our [City Calendar](#)

Regular Council Meeting, July 27, 2026, 6 p.m., Council Chambers (with Work Session to follow)

Regular Council Meeting, August 10, 2026, 6 p.m., Council Chambers (with EDA and/or Work Session to follow)

10. **Adjournment**

There being no further business, Ms. Hatanpa moved and Ms. Melby-Kelley seconded a motion to adjourn. With all members voting in favor, the meeting adjourned at 8:34 p.m.

Minutes Approved.

Mayor Massad

ATTEST:

Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

Meeting Date: 07/27/2026

Agenda Item:

Recognition of employees who have reached a milestone of 20 or more years of service with the City of Mankato.

Recommendation/Action(s):

Recognition.

Summary:

Last Name	First Name	Position	Department	Years of Service
2025-July 1-Dec 31				
Fischer	Daniel	Operations Supervisor (Streets)	Public Works - Operations	20
Eisenmenger	Paul	WTP Maintenance Supervisor	Water Treatment Plant	20
Johnson	Blaine	Bus Driver (PT)	Transit	20
Huettl	Matthew	Police Sergeant	Public Safety	20
2026 January 1 - June 30				
Reed	Michael	Utilities Technician – Operator	Public Utilities	25
Tagatz	Peggy	Records Clerk (Property Evidence)	Public Safety	30
Wills	Michael	Sr. Programmer Analyst	IT	20



AGENDA RECOMMENDATION

City Council Regular Meeting

Meeting Date: 07/27/2026

Agenda Item:

City of Mankato 2025 Financial Review and Audit.

Recommendation/Action(s):

Presentation

Summary:



AGENDA RECOMMENDATION

City Council Regular Meeting

6. A.

Meeting Date: 07/27/2026

Agenda Item:

Motion approving Proclamation designating September 2026, as Celebrate Recovery Month in the City of Mankato.

Recommendation/Action(s):

Motion approving proclamation.

Summary:

See attached. Proclamation is effective upon approval of the City Council and signature of the Mayor.

Attachments

Proclamation

PROCLAMATION

WHEREAS, Beyond Brink is a local recovery community organization; and

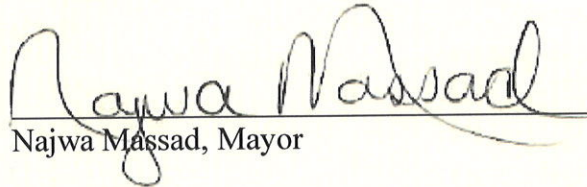
WHEREAS, in September 2026, Beyond Brink will hold their 9th Annual Walk for Recovery; and

WHEREAS, this community event is to celebrate the success of those living in recovery, to bring awareness and advocacy to the community; thus, beginning to build unity, offer support and hope, reduce stigma and to demonstrate living proof that recovery is real, and it works.

NOW, THEREFORE, I, Najwa Massad, Mayor of Mankato, do hereby proclaim September 2026, as

CELEBRATE RECOVERY MONTH IN MANKATO

IN WITNESS WHEREOF, I have hereunto signed my name and caused the seal of the City of Mankato to be affixed this 27th day of July 2026.


Najwa Massad, Mayor





AGENDA RECOMMENDATION

City Council Regular Meeting

6. B.

Meeting Date: 07/27/2026

Agenda Item:

Motion approving the donation of one punch pass for Tourtellotte Pool to Cornerstone Lutheran School.

Recommendation/Action(s):

Motion approving donation.

Summary:

Cornerstone Lutheran School (formerly Mt. Olive) has requested the donation of one punch pass (\$45) to Tourtellotte Pool for their Charger Challenge Fundraiser. The requested action is a Council motion approving the donation.



AGENDA RECOMMENDATION

City Council Regular Meeting

6. C.

Meeting Date: 07/27/2026

Agenda Item:

Resolution approving application to conduct off-site gambling on October 22, 2026, for Mankato Area Hockey Association (MAHA) at Sky One Eleven Event Space, 111 South 2nd Street, 7th Floor.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Licensed organizations may conduct lawful gambling on premises other than the organization's permitted premises for 12 events per calendar year, not to exceed three days per event.

Mankato Area Hockey Association (MAHA) paid gambling taxes in the amount of \$33,159.01 for the period of January through December 2025. MAHA expenditures for January through December were \$1,105,300.33. Of those funds, 100% have been spent in the local trade area from January through December 2025.

A background investigation of all persons and premises described in the application reveals nothing that would preclude issuance of the license.

Attachments

Resolution

**RESOLUTION APPROVING APPLICATION TO CONDUCT LAWFUL GAMBLING
FOR MANKATO AREA HOCKEY ASSOCIATION AT SKY ONE ELEVEN SPACE,
111 SOUTH 2ND STREET (7TH FLOOR)**

WHEREAS, Mankato City Code, Chapter 6, Division 8, as well as Minnesota Statute 349, outline the regulations regarding lawful gambling activities; and

WHEREAS, a licensed organization may conduct lawful gambling on premises other than the organization's permit premises for 12 events per calendar year, not to exceed three days per event; and

WHEREAS, not more than 90 days have passed since the application submission date; and

WHEREAS, Mankato Area Hockey Association has submitted the required application and has complied with all the requirements of City Code.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the application submitted by Mankato Area Hockey Association for off-site gambling at Sky One Eleven Space, 111 South 2nd Street (7th Floor), Mankato on October 22, 2026, is hereby approved.

This Resolution shall become effective upon its passage and without further publication.

Dated this ____ day of _____ 2026.

Najwa Massad
Mayor

Attest: _____
Rena Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

6. D.

Meeting Date: 07/27/2026

Agenda Item:

Resolution approving application to conduct off-site gambling on October 8, 2026, for Mankato Area Youth Baseball Association (MAYBA) at Loose Moose Saloon and Conference Center, 119 South Front Street.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Licensed organizations may conduct lawful gambling on premises other than the organization's permitted premises for 12 events per calendar year, not to exceed three days per event.

Mankato Area Youth Baseball Association (MAYBA) paid gambling taxes in the amount of \$47,058.00 for the period of January through December 2025. MAYBA expenditures for January through December were \$1,568,600. Of those funds, 100% have been spent in the local trade area from January through December 2025.

A background investigation of all persons and premises described in the application reveals nothing that would preclude issuance of the license.

Attachments

Resolution

**RESOLUTION APPROVING APPLICATION TO CONDUCT LAWFUL GAMBLING
FOR MANKATO AREA YOUTH BASEBALL ASSOCIATION AT LOOSE MOOSE
SALOON AND CONFERENCE CENTER, 119 SOUTH FRONT STREET**

WHEREAS, Mankato City Code, Chapter 6, Division 8, as well as Minnesota Statute 349, outline the regulations regarding lawful gambling activities; and

WHEREAS, a licensed organization may conduct lawful gambling on premises other than the organization's permit premises for 12 events per calendar year, not to exceed three days per event; and

WHEREAS, not more than 90 days have passed since the application submission date; and

WHEREAS, Mankato Area Youth Baseball Association has submitted the required application and has complied with all the requirements of City Code.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the application submitted by Mankato Area Youth Baseball Association for off-site gambling at Loose Moose Saloon and Conference Center, 119 South Front Street, Mankato on October 8, 2026, is hereby approved.

This Resolution shall become effective upon its passage and without further publication.

Dated this ____ day of _____ 2026.

Najwa Massad
Mayor

Attest: _____
Rena Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

6. E.

Meeting Date: 07/27/2026

Agenda Item:

Resolution appointing Prosecuting Attorney and authorizing the City Manager to enter into an Agreement for Legal Services.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

For the past five years, the City has contracted with Eckberg Lammers, P.C. as the City's prosecution attorney. The contract is set for renewal at the beginning of 2027.

In reviewing contract rates, a review of growth in case volume was evaluated. Attached is a table that contains a count of adult criminal cases by highest degree of misdemeanor offenses prosecuted by the City's Attorney for the previous five years. As is shown, the number of petty misdemeanor, misdemeanor and gross misdemeanor cases has risen over the past five years. Through the end of May 2026, our prosecutors have been in court 78 of 109 business days. Of these days, there have been 13 days when two attorneys were required to be in court at the same time and one day when three attorneys were required to be in court at the same time.

The details of the proposed contract are listed below:

PROSECUTION LEGAL SERVICES

TERM: Five years, starting on January 1, 2027, and running through December 31, 2031.

SUMMARY OF WORK TO BE PROVIDED:

- Meetings and/or telephone conversations with and advising the Mayor, Council Members, City Administrator, and other authorized staff on general criminal legal matters.
- Research and submission of legal opinions on municipal or other criminal legal matters requested by the City Administrator or other authorized staff; availability to answer staff questions by telephone,
- Legal consultation and general support for the Mayor, Council Members, City Administrator, and other authorized staff on general criminal legal matters.
- Provide a high level of customer service by responding in a prompt manner.
- Prosecute all petty misdemeanor, misdemeanor and statutorily delegated gross misdemeanor offenses committed within the corporate limits of the City. This service includes all such cases initiated by any law enforcement agency and citizen complaints including, but not limited to, traffic violations, DWI cases, theft and City Code violations.
- Provide advice, consultation and training where required to the City's Police Department and to all other departments of the City in the interpretation and enforcement of statutes, ordinances, and investigations of violations in connection with the prosecution of criminal cases.
- Prepare criminal complaints where facts warrant.
- Evaluate all cases where a plea of not guilty is entered and prosecute where warranted.
- Prepare appropriate pre-trial notices as required,

- Seek such additional investigation as required.
- Negotiate and enter plea bargains where deemed advisable.
- Represent the City at all pre-trial hearings including motions.
- Perform all legal research and prepare briefs when required.
- Try all jury and court trials.
- Draft Ordinances, ordinance amendments, resolutions, and correspondence as requested.
- Review ordinances as requested.
- Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.
- Contact, support, and inform identifiable crime victims in accordance with the Minnesota Statute Chapter 611A.
- Ensure proper notification and preparation of witnesses, police officers, and staff for trial.
- Investigate and evaluate all claims by the City against others and recommend appropriate courses of action, including but not limited to code enforcement issues and administrative citations.
- Handle all criminal appeals and contested DWI forfeitures matters.

	Current Year	2027	2028	2029	2030	2031
Flat-Fee (Per Year, Billed Monthly)	\$318,587	\$334,516.35	\$351,242.17	\$368,804.28	\$387,244.49	\$406,606.71

5% increase year over year to address contract volume increases.

COSTS BILLED AT ACTUAL RATE:

- Courier/Delivery Services
- Process Server Fees
- Civil Filing Fees (forfeitures)
- Appellate Binding Services

COSTS NOT BILLED:

- WestLaw Research Fees
- Printing
- Mileage reimbursement
- Legal assistant services
- Office Supplies
- Electronic copies of documents
- Postage

Attachments

Resolution

Chart - Adult Criminal Cases

Contract

CITY OF MANKATO

**RESOLUTION APPOINTING PROSECUTING ATTORNEY
AND AUTHORIZING THE MAYOR AND CITY MANAGER
TO ENTER INTO AN AGREEMENT FOR LEGAL SERVICES**

WHEREAS, in 2021, the City Council appointed Eckberg Lammers, P.C. to serve as prosecuting attorney for the City of Mankato; and

WHEREAS, a contract for five years has been presented for the prosecution services.

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of Mankato that the Mayor and City Manager are hereby authorized and directed to enter into an agreement with Eckberg Lammers, P.C. for prosecution services.

This resolution shall become effective immediately upon passage.

Dated this this 27th day of July 2026.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

**Adult Criminal Cases by Highest Degree of Misdemeanor Offenses
Prosecuted by the City of Mankato**

YEAR	TYPE	TOTAL	ANNUAL TOTAL	ANNUAL INCREASE
2021	Gross Misdemeanor	226	1,163	
2021	Misdemeanor	2,104		
2021	Petty Misdemeanor	1,159		
2022	Gross Misdemeanor	236	1,142	-2%
2022	Misdemeanor	1,957		
2022	Petty Misdemeanor	1,234		
2023	Gross Misdemeanor	226	1,315	15%
2023	Misdemeanor	2,376		
2023	Petty Misdemeanor	1,343		
2024	Gross Misdemeanor	246	1,491	13%
2024	Misdemeanor	2,733		
2024	Petty Misdemeanor	1,495		
2025	Gross Misdemeanor	257	1,646	10%
2025	Misdemeanor	2,904		
2025	Petty Misdemeanor	1,778		

Source: Court Research Office, State Court Administrator's Office, as of 5/27/2026

CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES

This CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES (the "Agreement") is entered into by and between the City of Mankato, a Minnesota municipal corporation, with its principal office located at 10 Civic Center Plaza, Mankato, MN 56001 (the "City") and the law firm of Eckberg Lammers, P.C., with its principal office located at 1809 Northwestern Avenue, Stillwater, Minnesota, 55082 (the "Law Firm"), for the purpose of utilizing the Law Firm to provide prosecution legal services to the City.

RECITALS

A. The City wishes to retain the Law Firm to provide criminal prosecution legal services on behalf of the City.

B. The Law Firm agrees to provide criminal prosecution legal services to the City paid by the City to the Law Firm.

C. The rates identified in the proposal submitted by the Law Firm are as follows:

	2027 5.0%+	2028 5.0%+	2029 5.0%+	2030 5.0%+	2031 5.0%+
Yearly Total	\$334,516.35	\$351,242.1 7	\$368,804.28	\$387,244.49	\$406,606.71

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration, incorporating the Recitals in full the parties agree to the following:

TERMS

ARTICLE I: SERVICES

1.1. Scope and Nature of Prosecution Services: The parties hereto agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:

- A. Meetings and/or telephone conversations with and advising the Mayor, Council Members, City Administrator, and other authorized staff on general criminal legal matters.
- B. Research and submission of legal opinions on municipal or other criminal legal matters requested by the City Administrator or other authorized staff; availability to answer staff questions by telephone,
- C. Legal consultation and general support for the Mayor, Council Members,

City Administrator, and other authorized staff on general criminal legal matters.

- D. Provide a high level of customer service by responding in a prompt manner.
- E. Prosecute all petty misdemeanor, misdemeanor and statutorily delegated gross misdemeanor offenses committed within the corporate limits of the City. This service includes all such cases initiated by any law enforcement agency and citizen complaints including, but not limited to, traffic violations, DWI cases, theft and City Code violations.
- F. Provide advice, consultation and training where required to the City's Police Department and to all other departments of the City in the interpretation and enforcement of statutes, ordinances and investigations of violations in connection with the prosecution of criminal cases.
- G. Prepare criminal complaints where facts warrant.
- H. Evaluate all cases where a plea of not guilty is entered and prosecute where warranted.
- I. Prepare appropriate pre-trial notices as required,
- J. Seek such additional investigation as required.
- K. Negotiate and enter plea bargains where deemed advisable.
- L. Represent the City at all pre-trial hearings including motions.
- M. Perform all legal research and prepare briefs when required.
- N. Try all jury and court trials.
- O. Draft Ordinances, ordinance amendments, resolutions and correspondence as requested.
- P. Review ordinances as requested.
- Q. Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.
- R. Contact, support, and inform identifiable crime victims in accordance with the Minnesota Statute Chapter 611A.

- S. Ensure proper notification and preparation of witnesses, police officers, and staff for trial.
- T. Investigate and evaluate all claims by the City against others and recommend appropriate courses of action, including but not limited to code enforcement issues and administrative citations.
- U. Handle all criminal appeals and contested DWI forfeitures matters.

1.2 Communication with the City: As part of the Law Firm's comprehensive prosecution legal services, no charges are imposed for phone calls, emails, texts, or any other form of communication with the City relating to prosecution matters.

ARTICLE II: REIMBURSABLE COSTS AND EXPENSES.

2.1. General Rule: The City will reimburse the Law Firm for actual, necessary, and reasonable costs and expenses incurred by the Law Firm in the performance of legal services contained in the Agreement.

2.2. Specific Rates: Expenses to be billed:

Mileage	No Charge
Postage, Courier/Delivery	Actual Cost
Process Server	Actual Cost
Messenger	Actual Cost
Court Costs/Filing Fees	Actual Cost
Court Reporter Transcription Fees	Actual Cost
Other Contested Case Costs	Actual Cost
Westlaw Research Fees	No Charge
Printing Expenses	No Charge

ARTICLE III: CONFLICT OF INTEREST AND ATTORNEY/CLIENT PRIVILEGE.

3.1 Conflict of Interest: If the Law Firm represents or has ever represented an opposing party in a legal matter, whether within or outside of any of the scope of services

mentioned by the retainer above, the Law Firm shall arrange for suitable alternative representation at the Law Firm's expense. The City will be responsible for any conflict-of-interest expenses incurred if a conflict of interest exists due to the City's relationship with potential parties to a prosecution case.

3.2 Attorney/Client Privilege: The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. While digital cordless and cellular telephones within a digital service area would be best to be used to transmit and receive confidential client information and may be used by the Law Firm to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.

ARTICLE IV. PROSECUTION SERVICES BILLING FORMAT, CYCLE, PAYMENT EXPECTATIONS, AND TERM OF CONTRACT.

4.1 Billing Format: The Law Firm will submit monthly statements for criminal prosecution legal services rendered for the prior month, including expenses incurred.

4.2 Payment Expectations: The City will pay the bill of the Law Firm routinely According to its internal payment procedures by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm's monthly statement.

4.3 City Approval and Term of Contract:

- A.** The City Council authorizes the Law Firm to commence performing the services contemplated under this Agreement. The term of this Contract will be from January 1, 2027 through December 31, 2031.
- B.** During the term of the Agreement including renewal terms, either party may terminate the Agreement at any time. The Parties agree, when reasonably possible, to provide 60 calendar days written notice to the other party in recognition of the importance of providing for an organized transition.

ARTICLE V. MISCELLANEOUS.

5.1 Audit. Pursuant to Minn. Stat. 16C.05, Subd. 5, the Law Firm agrees that the books, records, documents, and accounting procedures and practices of the Law Firm or other party, that are relevant to the Agreement or transaction, are subject to examination by the City and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The Law Firm agrees to maintain these records for a period of six years from the date of termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement as of the date first written above.

THE CITY OF MANKATO

By: _____ Dated: _____
Najwa Massad, Mayor

By: _____ Dated: _____
Susan MH Arntz, City Manager

ECKBERG LAMMERS, P.C.

By: _____ Dated: _____
Joe Van Thomme



AGENDA RECOMMENDATION

Consent Calendar 6. F.

City Council Regular Meeting

Meeting Date: 07/27/2026

Agenda Item:

Resolution authorizing City Manager to execute First Amendment to Development Agreement (Axis).

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

At the July 24, 2023, City Council meeting, a resolution establishing Development District No. 47 and Tax Increment District No. 47-1 was approved, which also authorized the City Manager to enter into a Development Agreement with the Developer for the Axis project. The Development Agreement provided for the demolition of a structurally substandard building and development of a mixed-use building including 72 apartments, 75 storage units and 9,650 sq. ft. of commercial space.

Construction of the building as originally planned has been completed, but due to changes in the market conditions, the Developer has been unable to lease the commercial space on the ground floor.

At the March 9, 2026, City Council meeting, a resolution was approved granting a Conditional Use Permit to allow for converting the planned commercial spaces on the ground floor into thirteen residential apartment units.

Attached is a First Amendment to the Development Agreement that authorizes the conversion of the commercial space to additional residential apartment units. The Amendment also delays the dates for payment of the TIF Note by one year and allows the City to retain all the increment it receives in 2026 to reimburse itself for the City Project costs for the construction of Hiniker Parkway. The Developer cannot receive increment until after the TIF Note is issued. The TIF Note can be issued after the

conversion of the commercial space to additional residential apartments is completed. Splitting the Tax Increment between the City and the Developer would start in 2027. Additionally, since all the improvements will now be residential, the project qualifies for an exemption from business subsidy requirements. The Amendment was prepared by the City attorney, who recommended delaying the dates for the payment of the TIF Note and having the City retain the increment in 2026.

Attachments

Resolution

First Amend Agreement

RESOLUTION AUTHORIZING EXECUTION OF AN
AMENDMENT TO DEVELOPMENT AGREEMENT

WHEREAS, on July 24, 2023, the Mankato City Council approved resolutions establishing Development District No. 47 and Tax Increment Financing District No. 47-1 and authorized the City Manager to enter into a Development Agreement with the Developer pertaining to certain property located in the City, and more particularly described as Lots 1A and 1B, Block 2, Axis (1247 Range Street); and

WHEREAS, the City and the Developer entered into that certain Development Agreement dated August 22, 2023 and recorded on August 30, 2023 in the Office of the County Recorder, Blue Earth County, Minnesota as doc. no. 604CR761 and in the Office of the Registrar of Titles, Blue Earth County, Minnesota as doc. no. T149793 (the "Development Agreement"); and

WHEREAS, the Development Agreement provided for the demolition of a structurally substandard building and development of a mixed-use building including 72 apartments, 75 storage units and 9,650 sq. ft. of commercial space; and

WHEREAS, construction of the project as originally planned has been completed but due to changes in the market conditions, the Developer has been unable to lease the commercial space; and

WHEREAS, the Developer has requested and the City agrees to amend the Development Agreement to allow the Developer to convert the unused commercial space to additional apartments and make other modifications to its terms and conditions.

WHEREAS, the City has reviewed the requested changes to the Development Agreement and found such changes to be acceptable.

NOW, THEREFORE, BE IT RESOLVED by the Mankato City Council that the City Manager is hereby authorized to execute the First Amendment to Development Agreement. This Resolution shall become effective upon its passage and without publication.

Adopted this 27th day of July, 2026.

Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF MANKATO, MINNESOTA
AND
OLD TOWN HOLDINGS, LLC**

This Document Was Drafted By:

KENNEDY & GRAVEN, CHARTERED (RHB)
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
(612) 337-9300

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS First Amendment to Development Agreement (the “First Amendment”), is made as of the _____ day of _____, 2026, between the city of Mankato, a municipal corporation under the laws of Minnesota (the “City”), and Old Town Holdings, LLC, a limited liability company under the laws of Minnesota (the “Developer”). The City and the Developer are hereinafter each a “Party” and, collectively, the “Parties.”

RECITALS

WHEREAS, the City previously established Development District No. 47 (the “Development District”), pursuant to Minnesota Statutes, sections 469.124 to 469.133 and approved a tax increment financing plan (the “TIF Plan”) for Tax Increment Financing District No. 47-1, a redevelopment tax increment financing district (the “TIF District”), pursuant to Minnesota Statutes, sections 469.174 to 469.179; and

WHEREAS, the City and the Developer entered into that certain Development Agreement dated August 22, 2023 and recorded on August 30, 2023 in the Office of the County Recorder, Blue Earth County, Minnesota as doc. no. 604CR761 and in the Office of the Registrar of Titles, Blue Earth County, Minnesota as doc. no. T149793 (the “Development Agreement”); and

WHEREAS, the Development Agreement provided for the demolition of a structurally substandard building and development of a mixed-use building including 72 apartments, 75 storage units and 9,650 sq. ft. of commercial space; and

WHEREAS, construction of the project as originally planned has been completed but due to changes in the market conditions, the Developer has been unable to lease the commercial space; and

WHEREAS, the Developer has requested and the City agrees to amend the Development Agreement to allow the Developer to convert the unused commercial space to additional apartments and make other modifications to its terms and conditions.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations set forth in this First Amendment, the Parties hereby agree as follows:

1. Section 1.1 Definitions is amended by amending the following definitions by deleting the ~~stricken~~ material and adding the underlined material as follows:

Available Tax Increment means, after first deducting the City Reimbursement Amount on each Note Payment Date beginning on July 31, 2027, 95% of the remaining Tax Increments derived from the Development Property, which have been received by the City in accordance with the provisions of Minnesota Statutes, Section 469.177.

City Reimbursement Amount means the amount to be deducted on each Note Payment Date from Tax Increment received by the City necessary to reimburse the City fully for the City

Project eCosts by December 31, ~~2040~~ 2041 plus interest at the annual of five percent on the unpaid balance. The exact amount of the City Reimbursement Amount will be determined after the City Project Costs have been determined at the time of adoption of the Interfund Loan.

Developer Project Costs means the costs to be incurred by the Developer of correcting conditions that allow designation of the Development Property as a redevelopment district under Minnesota Statutes, Section 469.174, subdivision 10, on each Note Payment Date means which are more specifically described on Exhibit D attached hereto; but not to exceed \$839,855.

Note Payment Date means July 31, ~~2026~~ 2027, and each December 31 and July 31 of each year thereafter to and including December 31, ~~2040~~ 2041; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Project means the redevelopment of a vacant blighted building located at 1247 Range Street by the Developer. The blighted site will be redeveloped with the construction of a new ~~mixed-use residential~~ building. ~~The proposed new building will contain approximately 9,650 sf of commercial space, including 72 85 units of multi-family housing, and 75 storage units.~~

Termination Date means the earliest of (i) December 31, ~~2040~~ 2041, (ii) the date the Developer Project Costs and City Project Costs are paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms;

2. Section 2.2 Representation and Warranties of the Developer, subd. 12, is amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

(12) Barring Unavoidable Delays, the Project will be substantially completed by ~~May 1, 2025~~ December 31, 2026, such that the City will issue a Certificate of Completion on or ~~before~~ shortly thereafter that date. The City has no knowledge of anything, which would prevent the Project from being completed by ~~May 1, 2025~~ such date subject to Unavoidable Delays, ~~including within its knowledge, an estimate of the reasonable time for review of the Project by the City and its agencies and commissions. It is anticipated construction will commence in 2023.~~

3. Section 3.1 Project Costs is amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

~~Section 3.1. Project Costs.~~ The parties agree that the Developer Project Costs to be incurred by the Developer are essential to the successful completion of the Project. The Developer Project Costs associated with the redevelopment are delineated in Exhibit D of this Agreement. The City shall reimburse the Developer for Developer Project Costs in an amount not to exceed \$839,855 with Available Tax Increment through the issuance and administration of the TIF Note. The City is not obligated for any shortfall of tax increment payments prior to the final Note Payment Date. If Available Tax Increment is not realized in an amount sufficient to reimburse Developer for the Developer Project Costs, the City is not liable or expected to make up the difference from any

other source. The City Project Costs shall be limited to the City's costs associated with the construction of Hiniker Parkway and West River Lane and are the sole obligation of the City and not that of the Developer. All other project costs shall be the responsibility of the Developer. The City shall use all Tax Increment received in 2026 towards reimbursement of the City Reimbursement Amount. Beginning on July 31, 2027, the City shall remain in first position for reimbursement of remaining City Project Costs through deduction of the City Reimbursement Amount from Tax Increment on each Note Payment Date. After the City Project Costs have been incurred, the City intends to adopt a resolution authorizing the Interfund Loan ~~and a note~~ which will specify the terms and conditions of ~~repayment of the Interfund Loan~~ reimbursement of the City Project Costs. ~~The Interfund Loan will be repaid with the City Reimbursement Amount Prior to Available Tax Increment being paid on the TIF Note. The estimated amount of the City Reimbursement Amount on each Note Payment Date is approximately \$25,000 plus interest.~~

4. Section 3.3 Reimbursement: Tax Increment Revenue Note, subd. (7), is amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

(3) Beginning on July 31, 2027, ~~On~~ each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal outstanding on the TIF Note, the Available Tax Increments received by the City during the preceding 6 months. All such payments, less the 5% administration charge, made by the City under the TIF Note shall first be applied to accrued interest and the balance to principal reduction.

(7) The City is not obligated to reimburse the Developer for the Developer Project Costs, regardless of Available Tax Increment received, after December 31, ~~2040~~ 2041. The City is not obligated for any shortfall of Available Tax Increment payments during that period. If Available Tax Increment is not realized in an amount sufficient to satisfy the TIF Note, the City is not liable or expected to make up the difference from any other source.

5. Section 3.4 Business Subsidies Act is deleted in its entirety and the following underlined language added in its place:

The assistance provided in this First Amendment is entirely related to housing and therefore does not constitute a business subsidy under Minnesota Statutes, section 116J.993, subd. 3.

6. Exhibit A, Description of Development Property is deleted in its entirety and replaced with the new Exhibit A attached hereto.

7. Exhibit B, Form of TIF Note is deleted in its entirety and replaced with the new Exhibit B attached hereto.

8. This First Amendment will be governed by and construed in accordance with the laws of Minnesota, without giving effect to otherwise applicable principles of conflicts of law.

9. If any term or provision of this First Amendment or the application thereof to any person or circumstance shall, to any extent, be inconsistent with, invalid or unenforceable under the TIF Act, Business Subsidy Act, or any applicable laws or legal requirements, the remainder of

this First Amendment, or the application of such term or provision to persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby, and each term or provision of this First Amendment shall be valid and enforceable to the fullest extent permitted by the TIF Act, Business Subsidy Act, and any applicable laws or legal requirements.

10. This First Amendment may be executed in any number of counterparts. All such counterparts will be deemed to be originals and will together constitute but one and the same instrument. The executed counterparts of this First Amendment may be delivered by electronic means, such as email or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

11. Except as amended in this First Amendment, all of the provisions, covenants, terms and conditions of the ~~Amended and Restated CPD Development Agreement~~ shall remain unaltered and in full force and effect. If there is any inconsistency between the Development Agreement as originally drafted and this First Amendment, the First Amendment shall prevail.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City has caused this First Amendment to be duly executed in its name and on its behalf and its seal to be affixed hereto on or as of the date first above written.

CITY OF MANKATO

By: _____
Susan MH Arntz

Its: City Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2026, by Susan MH Arntz, the City Manager of the city of Mankato, a municipal corporation under the laws of Minnesota, on behalf of the City.

Notary Public

IN WITNESS WHEREOF, the Developer has caused this First Amendment to duly be executed in its name and on its behalf on or as of the date first above written.

OLD TOWN HOLDINGS, LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2026, by _____, the _____ of Old Town Holdings, LLC, a limited liability company under the laws of Minnesota, on behalf of the company.

Notary Public

EXHIBIT A

The Development Property is legally described as follows:

Lots 1A, 1B and 1C, Block 2 and Outlot C, Axis, according to the recorded plat thereof
in Blue Earth County, Minnesota

EXHIBIT B
Form of TIF Note

No. R-1

[\$839,855 or
lesser amount]

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF BLUE EARTH
CITY OF MANKATO

TAXABLE TAX INCREMENT REVENUE NOTE

(Old Town Holdings, LLC)

The City of Mankato, Minnesota (the “City”), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the “Payment Amounts”) to Old Town Holdings, LLC (the “Developer”) or its registered assigns (the “Registered Owner”), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall be \$ _____ [the lesser of (1) \$839,855 or (2) the actual aggregate amounts of the Developer Project Costs as entered on the Ledger which is attached to Exhibit D of the Development Agreement] as provided in that certain Development Agreement, dated as _____, 2023, as amended by the First Amendment to Development Agreement dated _____, 2026 and as the same may be further amended from time to time (the “Development Agreement”), by and between the City and the Developer. The unpaid principal amount hereof shall bear interest from the date of this Note at the simple, non-compounded rate of 7 percent (7.0%) per annum. Interest shall be computed on the basis of a 360-day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on July 31, 2027, and on each July 31 and December 31 thereafter to and including December 31, 2041, or, if any of the preceding dates should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the “Payment Dates”). However, in no event shall the City be obligated to make a payment to the Developer during the occurrence and continuance of an Event of Default under the Development Agreement. On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last Business Day of the City preceding such Payment Date Available Tax Increment received by the City. All payments made by the City under this Note shall be applied first to accrued interest and the balance to principal reduction.

The Payment Amounts due hereon shall be payable solely from 95% of Available Tax Increments (as defined in the Development Agreement) from the Development Property within

the City's Tax Increment Financing District No. 47-1 (the "Tax Increment District") within its Development District No. 47 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement or the TIF Note under Section 4.2(2) thereof or the Developer shall have terminated the Development Agreement under Article V thereof, on the date the Tax Increment District is terminated, or on the date that all principal payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Available Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder. As defined in the Development Agreement, Available Tax Increment will be calculated after first deducting the City Reimbursement Amount from the Tax Increment received by the City on each Payment Date.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.2 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional, charter or statutory limitation thereon.

IN WITNESS WHEREOF, City of Mankato, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and Manager and has caused this Note to be dated as of _____, 20__.

City Manager

Mayor

DO NOT EXECUTE UNTIL PAID INVOICES FOR PROJECT COSTS ARE GIVEN TO THE CITY – REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of _____, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

Name and Address of
Registered Owner

Date of Registration
_____, 20__

Signature of Registrar



AGENDA RECOMMENDATION

Consent Calendar 6. G.

City Council Regular Meeting

Meeting Date: 07/27/2026

Agenda Item:

Resolution authorizing a Joint Powers Agreement with Minnesota State University Mankato for 2026-2027 Transit Services.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The City of Mankato Transit System has operationalized many of the fiscally constrained recommendations from the 2023 Transit Development Plan. Fundamentally, no longer operating as separate systems for MNSU Mankato and North Mankato, rather an integrated system serving everyone with improved access, more service hours, and more days of the week.

Transit staff met with university staff and members of the Student Senate to discuss the continued agreement and funding mechanism. It was agreeable to both parties to continue the 40% cost share and encourage transit ridership throughout the entire service area.

The City of Mankato Transit System provides service for Minnesota State University, Mankato on an annualized basis. The University shares the cost of service through reimbursement for required matching funds and capital replacement costs.

Dates	Amount Due (estimate)
Fall Semester 2026, due April 30, 2027	\$301,429
Spring Semester 2027, due June 30, 2027	\$314,052
Total	\$615,481

Paratransit service for eligible mobility challenged riders and Demand Response (KATO Flex) shall be charged at rates published by the City.

This agreement is contingent upon approval of the federal resources from the Urbanized Area Formula Funding program (49 U.S.C 5307) through the Minnesota Department of Transportation Office of Transit and Active Transportation. The Urbanized Area Formula Funding Program authorizes grants to public transit systems in urban areas with populations of more than 50,000 for both capital and operating projects. Based on population and density figures, these funds are distributed directly to the transit agency from the Federal Transportation Administration.

The federal and state funding share totaling 80 percent of eligible costs incurred through operations of the Fixed Route. The City provides the balance of eligible expenses through a local match which may include:

- Cash from nongovernmental sources i.e., fare box revenue
- Non-fare box revenues from the operations of public transportation services, such as the sale of advertising and concession revenues.
- Amounts received under a service agreement with a state or local service agency or private social service organization, i.e., Minnesota State University – Mankato and North Mankato.

- Amounts appropriated or otherwise made available to a department or agency of the government, i.e., transit property tax levy of \$415,000.

Ineligible expenses include charter bus operations, sightseeing services, services wholly outside the urbanized area, capital replacement funding, or school bus operations, etc.

Attachments

Resolution

Joint Powers Contract

RESOLUTION AUTHORIZING A JOINT POWERS AGREEMENT WITH MINNESOTA STATE
UNIVERSITY MANKATO FOR 2026/2027 PUBLIC TRANSIT SERVICES

WHEREAS, City of Mankato operates a public transit system in the Mankato Urbanized Area under the Urbanized Area Formula Funding program (49.U.S.C. 5307); and

WHEREAS, Minnesota State University, Mankato desires to provide bus service to students, faculty, and staff; and

WHEREAS, City of Mankato is willing to provide fixed route transit service outlined in the Joint Powers Agreement; and

WHEREAS, Minnesota State University, Mankato agrees to share in the direct cost of services through reimbursement for required local share and capital replacement costs; and

WHEREAS, Minnesota State University, Mankato may request additional charter service during the agreement period in accordance with 49. CFR Part 604.9.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, MINNESOTA that the City Manager is hereby authorized to execute the Joint Powers Agreement for public transit services between the City of Mankato and Minnesota State University, Mankato.

BE IT FURTHER RESOLVED by the City of Mankato, Minnesota that this agreement be in effect from July 27, 2026, through June 30, 2027. This resolution shall become effective upon passage without further publication.

Adopted this 27th day of July 2026.

Najwa Massad, Mayor

ATTEST: _____
Renaë Kopischke, MMC
City Clerk



JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University, Mankato, 238 Wigley Administration Center, Mankato, MN 56001 (hereinafter "UNIVERSITY"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and the City of Mankato, 10 Civic Center Plaza, P.O. Box 3368, Mankato, MN 56002-3368 (hereinafter "CITY"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

WHEREAS, the CITY operates a public transit system in the Mankato Urbanized Area under the Urbanized Area Formula Funding program (49.U.S.C. 5307); and

WHEREAS, the UNIVERSITY desires to provide bus services to Minnesota State University in Mankato; and

WHEREAS, the CITY is willing to provide fixed route transit service under this agreement; and

WHEREAS, the UNIVERSITY agrees to share in the direct cost of services through reimbursement for required local share and capital replacement costs; and

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the CITY and UNIVERSITY agree to the following:

This agreement is contingent upon the continuation of federal resources under the Urbanized Area Formula Funding program (49 U.S.C. 5307) through the Minnesota Department of Transportation (MnDOT) Office of Transit and Active Transportation.

1. **TERM.** This agreement shall be in effect on July 1, 2026, or upon the date that the final required signature is obtained by UNIVERSITY, whichever occurs later, and shall remain in effect until June 30, 2027.
 - 1.1. Termination by UNIVERSITY or CITY. Either party may terminate the service to be provided hereunder upon sixty (60) days written notice to the CITY, but such termination shall not relieve the UNIVERSITY from its obligations to pay costs incurred on a prorated basis up to date of termination.

2. **CONTROL OF OPERATIONS.** The CITY shall retain complete control over the operation of buses used in providing the service. This control shall include limiting the number of passengers on any given bus, the decision to remove passengers on any given bus if the passenger engages in a crime or jeopardizes the safety of the bus driver, themselves, or other passengers, the decision not to provide the service at any given time due to the condition of the equipment, streets or weather, limiting the number of stops and selection of personnel to operate buses.

2.1. The CITY shall use its best efforts to provide the service described in this Agreement, but in the case of mechanical failure of a bus, shall not be obligated to obtain additional equipment or discontinue other services to provide the service to the UNIVERSITY. Changes in performance however, including limiting the number of stops or other changes in scheduling shall be made only after consultation with the UNIVERSITY and a written or emailed notice is given.

3. **ROUTES.** Coordinated Routes provide public transit service between UNIVERSITY campus and UNIVERSITY selected adjacent neighborhoods attached as Exhibit 1 (Bus Schedule).

3.1. Route 1 -

- Operating Monday through Friday from 7:00 am to 10:00 pm during the academic year (Seasonal Service).
- Operating Monday through Friday from 7:00 am to 8:30 pm (during the summer session)
- Operating Saturdays from 8:30 am to 8:30 pm.

3.2. Route 7 - Operates Monday through Friday from 8:35 am to 8:35 pm.

3.3. Route 8 - Operates Monday through Friday from 7:00 am to 5:50 pm during the academic year (Seasonal Service).

3.4. Route 10 -

- Operating Monday through Friday from 6:05 am to 8:42 pm
- Operating Saturday from 8:35 am to 8:42 pm
- Operating Sunday from 8:35 am to 5:42 pm

3.5. Route 11 –

- Operating Monday through Friday from 6:05 am to 8:05 pm
- Operating Saturday from 9:05 am to 8:05 pm
- Operating Sunday from 9:05 am to 6:05 pm

3.6. Route 13 – Operating Monday through Friday from 6:35 am to 5:35 pm

- 3.7. Route 14 – Operating Monday through Thursday from 7:00 am to 5:50 pm during the academic year (Seasonal Service).
- 3.8. Route 15 – Operating Monday through Thursday from 6:30 am to 5:50 pm during the academic year (Seasonal Service).
- 3.9. All available fixed route services in the urbanized area including Route 5 (North Mankato) are covered under this agreement.

4. **SERVICES.**

- 4.1. No transit service on New Year's Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 4.2. Bus Mankato, a live bus tracker app, is maintained through a collaborative effort of the CITY and UNIVERSITY Information Technology Departments. This mobile application allows the bus riders the opportunity to use electronic devices, including "smart phones", to find out the location of a bus on any route.

5. **SPECIAL EVENT SERVICE.** CITY will provide extra buses for high demand dates and times along necessary routes to meet the UNIVERSITY demand.

5.1. Kearney International Student Orientation – Fall Welcome Week

- Monday – Tuesday, August 17-18, 2026 (8:00 am - 10:00 am & 5:00 pm - 7:00 pm)
- Wednesday, August 19, 2026 (8:00 am - 10:00 am & 4:00 pm - 6:00 pm)
- Thursday, August 20, 2026 (8:00 am - 10:00 am & 7:00 pm - 9:00 pm)

5.2. Residence Community Move In/Welcome Week

- Thursday, August 20, 2026 (8:30 am – 10:00 pm)
- Friday, August 21, 2026 (8:30 am – 10:00 pm)
- Saturday, August 22, 2026 (8:30 am – 10:00 pm)
- Sunday, August 23, 2026 (8:30 am – 10:00 pm)

5.3. Admissions Open House – Fall Semester

- Thursday-Friday, October 15-16, 2026 (MEA) (8:00 am – 9:30 am, 11:30 am – 1:00 pm, & 2:45 pm – 3:45 pm)
- Friday, November 13, 2026 (8:15 – 9:30 am & 12:30 – 2:30 pm)

5.4. Fall Commencement

- Saturday, December 12, 2026 (Ceremonies at 9:00 am and noon) Shuttle buses to begin service at 8:00 am.

5.5. International Student Orientation – Winter Welcome Week

- Monday – Friday, January 4-8, 2027 (8:00 am – 10:00 am & 4:00 pm – 6:00 pm)

5.6. Admissions Open House – Spring Semester

- Friday, April 9, 2027 (8:15 am – 9:30 am & 12:30 pm – 2:30 pm)

5.7. Spring Commencement

- Friday, May 7, 2027 (Ceremonies at 3:00 pm and 6:00 pm) Shuttle buses to begin service at 2:00 pm.
- Saturday, May 8, 2027 (Ceremonies at 9:00 am, Noon, and 3:00 pm) Shuttle buses to begin service at 7:45 am.

6. **CHARTER SERVICE.** Charter Service is transportation provided at the request of a third party for exclusive use of a bus or van for a negotiated price. The third party determines the origin and destination of the trip as well as the scheduling. This includes transportation provided to the public for events or functions that occur on an irregular basis or for a limited duration.

6.1. CITY may provide charter service, at the request of the UNIVERSITY, if no registered charter provider response to the CITY issued notice:

- Within 72 hours for charter service requested to be provided in less than 30 days; or
- Within 14 calendar days, charter service requested to be provided in 30 days or more.

6.2 If a registered charter provider indicates interest in providing the charter service, the CITY shall not provide the service. The UNIVERSITY is under no obligation to accept the interested registered charter service provider's offer.

6.3 The CITY price for Charter Service is Two Hundred Eight and 16/100 Dollars (\$208.16) per hour and is outside the scope of this agreement.

7. **RATES.**

7.1. The UNIVERSITY agrees to share 40% of the direct cost of services through reimbursement for required local share and capital replacement costs.

7.2. Total Transit 2027 Operating Cost Local Share \$1,570,263.

7.3. UNIVERSITY shall pay no more than \$615,481.00 for the 2026-2027 academic school year as follows:

7.3.1. For Fall Semester the UNIVERSITY agrees to pay \$301,429.00

- 7.3.2. For Spring Semester, UNIVERSITY agrees to pay \$314,052.00
- 7.4. The CITY shall invoice the UNIVERSITY for the 2026 Fall Semester no later than April 30, 2027. The City shall invoice the UNIVERSITY for the 2027 Spring Semester no later than June 30, 2027.
8. **FARE.** In lieu of paying the prevailing bus fare, UNIVERSITY students, faculty, and staff are instructed to show the bus driver their valid UNIVERSITY provided MavCARD. This program is limited to those students, faculty, and staff that are currently enrolled or employed by the UNIVERSITY for the fixed route service only, in the urbanized area served by the CITY.
- 8.1. The prevailing bus fare applies to all riders failing to present a valid UNIVERSITY MavCARD.
- 8.2. On-Demand Transit Services are available within the urbanized area at the prevailing fare and are exempt from this agreement.
9. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the parties of this agreement or its employees individually or jointly with others, or any subcontractors shall identify the parties of this agreement as participating agencies and shall not be released prior to receiving the approval of the parties of this agreement's authorized representative.
10. **ADVERTISING.** Promotional efforts encouraging ridership are a shared responsibility between the CITY and the UNIVERSITY.
- 10.1. The printing of large posters for on-campus bus shelters shall be a UNIVERSITY responsibility.
- 10.2. Paper Bus Schedules will be provided by the CITY as necessary in amounts determined by UNIVERSITY. The CITY shall distribute CITY Bus Schedules to affected apartment complexes identified by the UNIVERSITY. The CITY and UNIVERSITY will collaborate on additional schedules prepared and printed at UNIVERSITY expense.
- 10.3. The CITY will advertise the service provided hereunder in appropriate media, including but not limited to, the Mankato Campus Reporter Newspaper display ads at the beginning of each semester.
- 10.4. Promotional novelties (e.g., key chains, lanyards, backpacks, etc.) are the financial responsibility of UNIVERSITY (due to grant restrictions for CITY) with a shared responsibility for distribution.

11. **AUTHORITY OF THE UNIVERSITY.** The UNIVERSITY enters into this Agreement by authorization of Minnesota Statute 136F, Subdivision 3.
12. **AUTHORITY OF THE CITY.** The CITY enters into this Agreement by authorization of its CITY Council by resolution adopted, a copy of which is attached as Exhibit 2 (Resolution).
13. **AMENDMENTS.** Any amendments to this agreement shall be made in writing and shall be executed by the same parties who executed the original agreement, or their successors in office.
14. **ASSIGNMENTS.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
15. **AGREEMENT COMPLETE.** This agreement contains all negotiations and agreements between UNIVERSITY and CITY. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
16. **SEVERABILITY.** If any provisions of this agreement or the application thereof are found invalid or unenforceable to any extent, the remainder of the agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
17. **LIABILITY.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and results thereof. UNIVERSITY'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736 et seq., and other applicable laws. CITY's liability shall be governed by the provisions of Chapter 466 et. seq and other applicable laws.
18. **AUDITS.**
 - 18.1. Under Minnesota Statutes § 16C.05, Subd.5, Each party agrees the books, records, documents, and accounting procedures and practices are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriates, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirement, whichever is later. Each party will take timely and appropriate action on all deficiencies identified by an audit.
 - 18.2. Each party will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
 - 18.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR Part 200.400-475 will be used to determine whether costs are eligible for reimbursement under this agreement.

- 18.4. If either party expends \$750,000 or more in Federal Funds during their respective fiscal year, a single audit or program specific audit must be conducted in accordance with 2 CFR Part 200.
19. **GOVERNMENT DATA PRACTICES ACT.** The CITY and UNIVERSITY must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by UNIVERSITY in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CITY in accordance with 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 UNIVERSITY.
- 19.1. In the event the CITY receives a request to release the data referred to in this clause, the CITY must immediately notify UNIVERSITY. UNIVERSITY will give the CITY instructions concerning the release of the data to the requesting party before the data is released.
20. **NOTICE.** Any notice required to be given in this Agreement by either the CITY or UNIVERSITY shall be sufficient if provided via email or mailed by United States mail or actual personal service of the notice. Notice to the CITY shall be emailed to Shawn Schloesser at sschloesser@mankatomn.gov or delivered to Mankato Transit, 10 Civic Center Plaza, P.O. Box 3368, Mankato, MN 56002-3368. Notice to the UNIVERSITY shall be emailed to Anne Gillespie at anne.gillespie@mnsu.edu or delivered to the Vice President for Finance and Administration, 238 Wigley Administration Center, Minnesota State University, Mankato, Mankato, MN 56001.
21. **NONDISCRIMINATION.** In connection with the performance of this Agreement, both the CITY and the UNIVERSITY shall not discriminate against any person because of race, religion, color, sex, national origin, creed, age, marital status, or status with regard to public assistance or physical disability or any other group or class against which discrimination is prohibited by State or Federal Law, including Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby:

MINNESOTA STATE UNIVERSITY, MANKATO

Recommended:

By: _____

David Cowan

Title: Facilities Services Director

Date: _____ Date: _____

Recommended:

By: _____

Dr. Brian Jones

Title: Acting V.P. for Student Affairs & Enrollment Management

Date: _____

Approved:

By: _____

Edward S. Inch

Title: President

Date: _____

AS TO FORM AND EXECUTION

By: _____

Renae Hiniker

Title: Office Administrator

Date: _____

CITY OF MANKATO

Approved:

By: _____

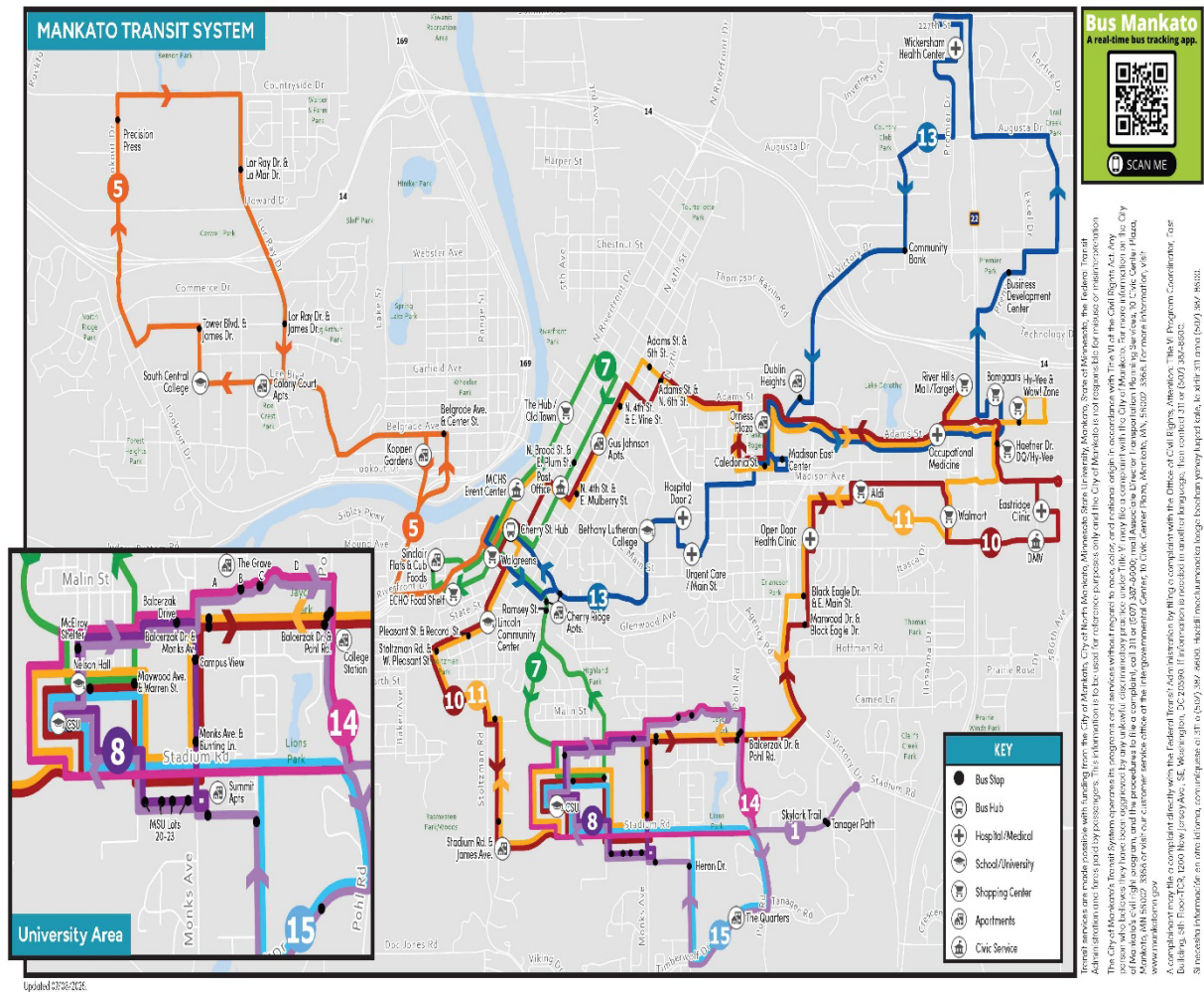
Susan MH Arntz

Title: City Manager

Minnesota State Joint Powers Agreement
OGC Revised January 2024

[illegible]

Exhibit 1 (Bus Schedule)





AGENDA RECOMMENDATION

Consent Calendar 6. H.

City Council Regular Meeting

Meeting Date: 07/27/2026

Agenda Item:

Resolution to accept State Funds for the Airport Entrance Road Pavement Rehabilitation Project.

Recommendation/Action(s):

Recommend adoption of the attached resolution.

Summary:

The Mankato Regional Airport Capital Improvement Program (CIP) includes a state fiscal year 2027 project to rehabilitate the pavement of the airport entrance road including Airport Drive and Airport Lane.

MnDOT Aeronautics notified the City that it accepted the project and will provide 70% funding (\$283,429), leaving 30% as local share (\$124,470). Upon acceptance of the funding, a grant contract is prepared.

This is a two-part project, rehabilitating the entrance road in 2027 and full reconstruction of the asphalt parking lot in 2028 sequenced with the completion of tower construction.

Attachments

Resolution

**RESOLUTION TO ACCEPT MNDOT FUNDING FOR THE AIRPORT ENTRANCE ROAD
PAVEMENT REHABILITATION PROJECT**

WHEREAS; the City of Mankato is the sponsor of the Mankato Regional Airport; and

WHEREAS; the airport entrance roads, including Airport Drive and Airport Lane are at the end of their service life; and

WHEREAS; the project is included in the 2027 Airport Capital Improvement Projects; and

WHEREAS; MnDOT is providing 70% of the total project cost of \$404,899 leaving 30% or \$121,470 as local share; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato that the City Manager is authorized to accept the funds and execute the MnDOT Agreement.

This resolution shall become effective upon passage without further publication.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Mankato at a duly authorized meeting held on July 27, 2026.

Adopted this 27th day of July 2026.

Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 6. I.

City Council Regular Meeting

Meeting Date: 07/27/2026

Agenda Item:

Resolution awarding Nielsen Blacktopping and Concrete Inc. as the contractor for the 2026 Bus Stop Improvement Construction Project.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

As you recall, Nielsen Blacktopping & Concrete, Inc. was selected as low bid, pending negotiations to align with available funds. Price negotiation is part of the Federal Acquisition Regulation (FAR 15.405).

Transit value engineered the project to ensure maximum benefit for transit system customers. This project will affect 35 bus stops, increasing the system's accessibility and Americans with Disabilities Act compliance.

Base Bid plus Alternate.

- \$385,335 *Engineer's Estimate*
- \$407,668 Nielsen Blacktopping & Concrete Inc.

Funding Sources

Project Description	Project Cost	Federal	State	Local
Bus Stop Improvement Project (2025) (Agreement # 1059900)	\$375,000	\$300,000	\$37,500	\$37,500
Unliquidated Federal Funds (MN-2024-012-01)	\$27,659	\$22,127		\$5,532
Bus Stop Maintenance	\$5,009			\$5,009
Funds Available	\$407,668	\$322,127	\$37,500	\$48,041

Initially programmed in the CIP as a 2025 project, the needed level of planning and engineering caused the project to be delayed. Bidding this late in the season is driving higher costs.

The construction project supports the Strategic Goal 2: Sustainable Infrastructure through well-maintained transportation assets and increased ridership of the transit system.

Background:

Mankato Transit System's Bus Stop Improvements Project addresses the disability access for the fixed-route transit stops in the urbanized area, such as lack of landing pad space to accommodate extendable/retractable bus ramps, and connections to sidewalks. This project systematically addresses the concerns identified in both the 2018 and 2023 Transit Development Plan and 2023 Mankato/North Mankato Area Planning Organization's Americans with Disability Act Transition Plan. The plan identified Transit as being 7% compliant. Through the efforts of the 2024 construction project, Transit is 55.8% compliant.

Minnesota Olmstead Plan, which ensures that disabled Minnesotans live full, integrated lives in their chosen community, set transportation goals which are supported by the project.

The Bus Stop Improvement Project also addresses the lack of access to the bus system by providing additional stops that are generally 1/4 mile apart or a 5-minute walk. Staff identified additional stops that would add value to the system and improve access. These additional stops are along the fiscally constrained routes identified in the Transit Development Plan.

The consultant, ISG, provided planning, design, engineering, and construction administration for the 2025 Bus Stop Improvement Project. The bus stops are on the public right of way – sidewalk, curb and gutter, and grass area separating the sidewalk from the street.

Attachments

Resolution

Agreement Addendum

Change Order

**RESOLUTION AWARDING THE CONTRACT FOR THE 2026 BUS STOP
IMPROVEMENT CONSTRUCTION PROJECT**

WHEREAS, the City of Mankato operates a public transit system; and

WHEREAS, regulations in 49 CFR Parts 27, 37, 38, and 39 set specific requirements transit providers must follow to ensure their services, vehicles, and facilities are accessible to and usable by individuals with disabilities.

WHEREAS, the Bus Stop Improvement Construction Project supports the transportation goals set by the Minnesota Olmstead Plan; and

WHEREAS, the Heritage Preservation Commission supports the construction project; and

WHEREAS, Nielsen Blacktopping and Concrete Inc., is the lowest responsible bidder.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, MINNESOTA that the City Manager is hereby authorized to execute the Contract Agreement Addendum No. 1 and Change Order No. 1 with Nielsen Blacktopping and Concrete, Inc.

This resolution shall become effective upon passage without further publication.

Adopted this 27th day of July 2026.

Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

Addendum No. 01

The logo for ISG, consisting of the letters "ISG" in a white, sans-serif font, centered within a dark gray square.

Date: 5/15/2026

Project Name: Mankato Transit Bus Stop Improvements

Project location: Mankato, MN

Project Number: 33275

Bid Date + Time: May 27th, 2026 9:00am local time

Architect/Engineer: ISG

The following items shall be appended to and become a part of the plans and specifications for the above reference project and shall supersede any conflicting provisions of these documents.

APPROVED EQUALS

1. Refer to Section (or) revised Section 32 33 10 – Bus Transit Shelter and Furnishings
 - a. Shelter – Columbia Equipment Company
 - i. Shelter Model 5x10Hrsp in lieu of specified shelter model Handi Hut 4-2WSR
 - ii. Shelter Model 5x15HRsp in lieu of specified shelter model Handi Hut 6-2WSR
 - iii. Shelter Model 3x8HRsp-C in lieu of specified shelter model Handi Hut 3-1

End of Addendum No. 01



SPECIFICATIONS

**CITY OF MANKATO
PROJECT 11211**

**TRANSIT BUS STOP
IMPROVMENTS**

March 13, 2026

**CONSTRUCTION SERVICES
CITY OF MANKATO
BLUE EARTH COUNTY, MINNESOTA**

Title Page

**Transit Bus Stop Improvements
MANKATO, MN
Project No. 11211**

City of Mankato
Construction Services
PO Box 3368
Mankato, MN 56001

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****Document not included in this book, but included as Contract Document
Available from City Engineer 507.387.8640***

STANDARD PLATES

*See City of Mankato website under Public Works
for the following Standard Plates*

2002 Temporary Manhole Inserts
2003 Stabilized Construction Exit
2100 Granular Bedding and Encasement
2101 Detail of Sanitary and Water in Same Trench
2102 Limits of Trench Rock Excavation
2200 Sanitary Sewer Manhole
2201 Sanitary Sewer Outside Drop Manhole
2202 Air Release Manhole (Sanitary Force mains)
2203 Internal Chimney Seal
2240 Standard Sanitary Service
2241 Deep Sanitary Service
2242 Sanitary Service Cleanout
2260 Sanitary Service at the House
2320 Watermain Construction around Obstacles
2321 Gate Valve Adaptor
2322 Hydrant Detail
2323 Polystyrene Insulation
2340 Water Service
2360 Water Flushing Port
2361 Water Meter Manhole
2402 Mankato Standard Catchbasin 3
2403 Velocity Reducing Outlet Structure
2404 Pipe and Anchor Detail
2410 Special Storm Inlet
2420 Drain Tile Trench Detail
2421 Drain Tile Cleanout End/Thru Boulevard
2440 4" Drain Stub
2460 Interim Catchbasin Drain
2500 S4-18 Modified Curb and Gutter
2501 B-Style Modified Curb and Gutter
2540 Standard Driveway Approach for all Curb
2640 Equipment Pad
2641 Low Level Light Base
2642 Low Level Light Base
2645 Fiber Conduit Pipeline Marker
2650 Light Base Design Steel (E)
2651 Light Base Design Steel (P)
2660 100 amp Lighting Service
2661 200 amp Lighting Service
2700 Parking Standards
2710 Bollard Anchoring
2720 Standard NDCBU Location
2721 Standard Mailbox Location
2730 Boulevard Planter
2740 GPS 3-D Top Security Rod Monument System
2741 Erosion and Sediment Control Requirements

CERTIFICATION

Transit Bus Stop Improvements
Project #11211

I hereby certify that these specifications were prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the state of Minnesota.



Kyle Renneke, PE
Reg. No. 52626

03-13-2026
Date

Project Directory

Transit Bus Stop Improvements
Project No. 11211

OWNER

City of Mankato
10 Civic Center Plaza
PO Box 3368
Mankato, MN 56002-3368

Contact: Cory Bienfang, City Engineer
Phone: 507.387.8643
Fax: 507.388.8642
Email: cbienfang@mankatomn.gov

ADVERTISEMENT FOR BIDS
CITY OF MANKATO
Transit Bus Stop Improvements
City Project No. 11211

Sealed bids for the construction of Transit Bus Stop Improvements will be received by the City Engineer, City of Mankato, 10 Civic Center Plaza, PO Box 3368, Mankato, Minnesota 56002-3368, electronically through QuestCDN until 9:00 a.m. Wednesday, May 27, 2026, at which time they will be opened. Following are approximate major quantities for the work:

REMOVE SIDEWALK	SY	661
CONCRETE WALK; 5.0" THICKNESS W/AGG. BASE	SY	661
CONCRETE SHELTER FOOTING PAD; 6.0" THICKNESS W/REINFORCEMENT	SY	103
BUS STOP BENCH INSTALLATION	EA	4
BUS STOP SHELTER; 3-1WSR W/SOLAR LIGHTING	EA	1
BUS STOP SHELTER; 4-2WSR W/SOLAR LIGHTING	EA	5
EROSION CONTROL, GRADING, AND RESTORATION	LS	1

The bidder shall electronically submit the proposal as provided in the Bidding Documents, and according to the Instructions to Bidders prepared by the City of Mankato.

Digital copies of the Bidding Documents are available at www.questcdn.com. You may view the digital bidding documents for free by entering the Quest project number listed below. Documents may be downloaded for a fee of \$64.00. Select this project and enter eBidDoc number 10168445 on the "Search Projects" page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or info@questcdn.com.

Bids shall be submitted using QuestCDN. No other alternate formats will be accepted. Proposal information is available via e-mail request at this address: cbienfang@mankatomn.gov.

Bids shall be accompanied by a bidder's bond listing the city of Mankato for not less than five percent (5%) of the amount of bid. A bidder's bond shall include certified copy of the power of attorney. Questions about the meaning or intent of the Bidding Documents are to be submitted to the city engineer in writing. See Article 6 of the Instructions to Bidders.

The City Council reserves the right to hold and consider the bids for 45 days after the date of the bid opening. The City Council has the right to waive any informality in any bid, reject any or all bids, and award the contract in the best interests of the city.

Dated this 27th day of April, 2026.

Susan Arntz
City Manager

Contact Person: Cory Bienfang
City Engineer
507-387-8643

PUBLISH: Mankato Free Press – May 12, and 19, 2026
Finance & Commerce www.finance-commerce.com

2015 INSTRUCTIONS TO BIDDERS

Prepared by Engineers Joint Contract Documents Committee (EJCDC)
and
The City of Mankato, Minnesota

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Instructions for Form IC-134

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the EJCDC General Conditions and Supplementary Conditions.
- 1.02 The term "responsible contractor" as used in these documents.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Bidding Documents may be obtained digitally or by paper copy as directed in the Advertisement for Bids.
- 2.02 The City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 The City, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not authorize or confer a license for any other use.

ARTICLE 3 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, SITE

- 3.01 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.02 *Subsurface and Physical Conditions*
 - A. The Supplementary Conditions identify:
 - 1. Those reports known to the City Engineer of explorations and tests of subsurface conditions at or contiguous to the Site.
 - 2. Those drawings known to the City Engineer of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) and used in preparation of Bidding Documents.
 - B. Copies of reports and drawings that are on file will be made available for review by City Engineer to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions and identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 3.03 *Underground Facilities*
 - A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to the City by owners of such Underground Facilities, including the City, or others.
- 3.04 *Hazardous Environmental Condition*
 - A. The Supplementary Conditions identify any reports and drawings known to the City relating to a Hazardous Environmental Condition identified at the Site.
 - B. Copies of reports and drawings that are on file will be made available by City to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 3.05 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.
- 3.06 On request, the City will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 3.07 See the Supplementary Conditions for identification of the general nature of other work that is to be performed at the Site by the City or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, the City will provide to each Bidder for examination, access to or copies of contract documents (other than portions thereof related to price) for such other work.
- 3.08 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
 - B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work, including ground structure, surface and ground water, availability of drainage, obstacles which may be encountered, means of approach to Site, manner of delivering and handling materials, and all other relevant matters pertaining to the complete execution of this contract;
 - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. be aware that quantities indicated on the Drawings or elsewhere are estimated only, and bidders must rely on their own calculations;
 - E. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable "technical data";
 - F. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
 - G. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - H. become aware of the general nature of the work to be performed by the City and others at the Site that relates to the Work as indicated in the Bidding Documents;

- I. promptly give the City written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by City Engineer is acceptable to Bidder; and
- J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work

- 3.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given City Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by City Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 4 – PRE-BID CONFERENCE

- 4.01 No pre-bid conference will be held for this project.

ARTICLE 5 – SITE AND OTHER AREAS

- 5.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the City unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 6 – INTERPRETATIONS AND ADDENDA

- 6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the City Engineer in writing. Interpretations or clarifications considered necessary by City Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by City Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the City.

ARTICLE 7 – BID SECURITY

- 7.01 A Bid must be accompanied by Bid security made payable to the City of Mankato in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond issued by a surety meeting the requirements of the General Conditions.
- 7.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, the City may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be the City's exclusive remedy if Bidder defaults.

- 7.03 The Bid security of other Bidders whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the Effective Date of the Agreement, whereupon Bid security furnished by such Bidders will be returned.
- 7.04 Bid security of other Bidders whom the City believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 8 – CONTRACT TIMES

- 8.01 The number of days within which, or the dates by which milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 9 – LIQUIDATED DAMAGES

- 9.01 Provisions for liquidated damages, if any, are set forth in the Agreement and the General Requirements.

ARTICLE 10 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 10.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to City Engineer, application for such acceptance will not be considered by City Engineer until after the Effective Date of the Agreement.

ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 11.01 The apparent Successful Bidder, and any other Bidder so requested, shall submit (after Bid opening) to the City a list of all subcontractors, suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, individual, or entity if requested by the City. If the City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, the City may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and the City may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.02 If apparent Successful Bidder declines to make any such substitution, the City may award the Contract to the next lowest Bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any subcontractor, supplier, individual, or entity so listed and against which the City Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to City Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Conditions.
- 11.03 Contractor shall not be required to employ any subcontractor, supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 12 – PREPARATION OF BID

- 12.01 The Bid Form and attachments are included with the Bidding Documents, and found on the QuestCDN.
- 12.02 All blanks on the Bid Form shall be completed electronically. A Bid price shall be indicated for each Bid item, alternative, adjustment unit price item, and unit price item listed therein, unless directions in the advertisement or on the Bid Form allow for partial bids. Alternative bids will not be considered unless specifically called for.

- 12.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 12.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 12.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 12.06 A Bid by an individual shall show the Bidder's name and official address.
- 12.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.08 All names shall be typed on the electronic bid form.
- 12.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 12.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 13 – BASIS OF BID; COMPARISON OF BIDS

13.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.02 *Completion Time Comparisons*

- A. Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 8 above.

ARTICLE 14 – SUBMITTAL OF BID

- 14.01 The Bid Form is included with the Bidding Documents.
- 14.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be submitted electronically in accordance with the requirements

of the bidding documents and shall be accompanied by the Bid security and other required documents. Submittal of Bid Forms and Bid Bonds by a method other than electronic bid submission will be rejected.

14.03 Bids submitted after the prescribed date and time will be unopened.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

15.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

15.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 16 – OPENING OF BIDS

16.01 Bids will be opened at the time indicated in the Advertisement or Invitation to Bid. An abstract of the amounts of the base Bids and major alternates will be made available to Bidders after the award of bids.

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but the City may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 The City reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, conditional Bids, alternate bids not specified, or irregularities of any kind. The City further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, or from past experience of the Bidder, to not be responsible. The City may also reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder. The City also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

18.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

18.03 In evaluating Bids, the City will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

18.04 In evaluating Bidders, the City will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of subcontractors, suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

18.05 The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

- 18.06 The City Engineer's Estimate of Quantities shall be used as a basis of calculation upon which the award of contract will be made, but these quantities are not guaranteed to be accurate and are furnished without any liability on the part of the City.
- 18.07 If the Contract is to be awarded, the City will award the Contract to the lowest responsible Bidder whose Bid is in the best interests of the Project. In case of error in the extension of prices, the unit bid prices shall govern. Comparison of bids shall be on the lowest correct summation of item totals obtained from the unit prices.

ARTICLE 19 – CONTRACT SECURITY AND INSURANCE

- 19.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth the City's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to the City, it shall be accompanied by these documents.

ARTICLE 20 – SIGNING OF AGREEMENT

- 20.01 When the City issues a Notice of Award to the Successful Bidder, it shall be accompanied by 2 unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 10 days thereafter, Successful Bidder shall sign and deliver the 2 counterparts of the Agreement and attached documents to the City. Within ten days thereafter, the City shall deliver one fully signed Agreement to Successful Bidder. Failure to furnish the Contract bond in a sum equal to two times the amount of the award, or to execute the contract within 10 days, shall be just cause for the annulment of the award. It shall be understood by the Bidder that in the event of annulment of award, the amount of guaranty deposited with the Bid Form shall be retained by the City, not as a penalty, but as Liquidated Damages.
- 20.02 All contractors engaging in business activity with the City of Mankato shall be required to receive remittance payments from the City of Mankato in an electronic format. Such payments will be automatic clearing house (ACH) format compliant. As part of the contractual relationship, the vendor shall submit to the City of Mankato Finance Department the required banking routing transit number, the business banking account number, and any other banking information necessary to complete the ACH process. The ACH Enrollment Form is available from the City or the city website: www.mankato-mn.gov.

ARTICLE 21 – ASSESSED PROJECTS

- 21.01 On Projects where funding is contingent on the requirements of Minnesota Statutes Annotated Number 429, a public hearing will be held subsequent to the opening of bids. Testimony for or against the cost of the assessable portion of the Project would be heard by the City Council. By law, the City may at that point find it necessary to reject all bids on the Project. The time allocated for holding of bids assumes to take in the hearing process as so required.

ARTICLE 22 – RESPONSIBLE CONTRACTOR

- 22.01 The Bidder must meeting the minimum criteria to be considered a Responsible Contractor as listed in Minnesota Statutes, section 16C.285, subdivision 3. While the Bidder is responsible for satisfy himself that

- he is in compliance with state statute, the requirements for being a responsible contractor are generally that the Bidder:
- 22.02 Is in compliance with workers' compensation and unemployment insurance requirements.
 - 22.03 Is registered with the Department of Revenue and Department of Employment and Economic Development if it has employees.
 - 22.04 Has a valid federal tax identification number or a valid Social Security number if an individual.
 - 22.05 Has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
 - 22.06 Is in compliance with and, during the three-year period before submitting the verification, has not violated certain labor and wage laws.
 - 22.07 Is in compliance with and, during the three-year period before submitting the verification, has not violated certain laws related to construction contractors, construction codes, and licensing.
 - 22.08 Has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under Minnesota Statutes, Section 363A.36 revoked or suspended.
 - 22.09 Has not received a final determination assessing a monetary sanction from the Department of Administration on Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification
 - 22.10 Is not currently suspended or debarred by the federal government of the State of Minnesota or any of its departments, commissions, agencies, or political subdivisions.

END OF DOCUMENT

Instructions for Form IC134

Who must file

If you are a prime contractor, a contractor or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city or school district — you must file Form IC134 with the Minnesota Department of Revenue.

This affidavit must be certified and returned before the state or any of its subdivisions can make final payment for your work.

If you're a prime contractor and a subcontractor on the same project

If you were hired as a subcontractor to do work on a project, and you subcontracted all or a part of your portion of the project to another contractor, you are a prime contractor as well. Complete both the subcontractor and prime contractor areas on a single form.

When to file

The IC134 cannot be processed until you finish the work. If you submit the form before the project is completed, it will be returned to you unprocessed. Mail Form IC134 to the address at the bottom of the form.

If you are a subcontractor or sole contractor, send in the form when you have completed your part of the project.

If you are a prime contractor, send in the form when the entire project is completed and you have received certified affidavits from all of your subcontractors.

How to file

If you have fulfilled the requirements of Minnesota withholding tax laws, the Department of Revenue will sign your affidavit and return it to you.

If any withholding payments are due to the state, Minnesota law requires certified payments before we approve the IC134.

Submit the certified affidavit to the government unit for which the work was done to receive your final payment. If you are a subcontractor, submit the certified affidavit to your prime contractor to receive your final payment.

Minnesota tax ID number

You must enter your Minnesota tax ID number on the form. You must have a Minnesota tax ID number if you have employees who work in Minnesota.

If you don't have a Minnesota ID number, you must apply for one. Call 651-282-5225.

An application (Form ABR) is also available on our website at www.taxes.state.mn.us.

If you have no employees and did all the work yourself, you do not need a Minnesota tax ID number. If this is the case, enter your Social Security number in the space for Minnesota tax ID number and explain who did the work.

Information and assistance

If you need help or more information to complete this form, call 651-282-9999.

Additional forms are available on our website at www.taxes.state.mn.us or by calling 651-296-4444.

Use of information

The Department of Revenue needs all the information to determine if you have met all state income tax withholding requirements. If all required information is not provided, the IC134 will be returned to you for completion.

All information on this affidavit is private by state law. It cannot be given to others without your permission, except to the Internal Revenue Service, other states that guarantee the same privacy, and certain government agencies as provided by law.

BID (PROPOSAL) FORM
Transit Bus Stop Improvements
City of Mankato Project #11211

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to the City Engineer, City of Mankato, Intergovernmental Center, 10 Civic Center Plaza, Mankato, MN 56002-3368 as specified in the Advertisement for Bids.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the City.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents:
- A. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- B. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable "technical data."
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- E. Based on the information and observations referred to above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by City of Mankato and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by City Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the City, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive the City of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the City, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices:

UNIT PRICE BID

See Electronic Bid Form

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security
 - B. Contractor's Compliance
 - C. Federal Certifications

ARTICLE 8 – BID SUBMITTAL

- 9.01 This Bid is submitted by:

An Individual, a Partnership, or a Corporation:

Name (typed or printed): Nielsen Concrete, LLC

By: Nielsen Digitally signed by Trent Nielsen
Date: 2026.05.26 15:46:11 -05'00'
(Individual's signature)

Doing business as: _____

Corporation Name: _____

State of Incorporation: _____

Title: Partner

State Contractor License No. _____

Bidder's Business Address 305 Industrial Street E Kasota, MN 56050

Phone No. 507-931-6115 Fax No. 507-933-9280 E-mail nielsenconcrete@hotmail.com

SUBMITTED on May 26, 2026

ADDENDA RECEIVED:

Acknowledged electronically

Received Addendum No. 1 dated 05/15/2026

TN
(initials)

Received Addendum No. 2 dated _____

(initials)

Received Addendum No. 3 dated _____

(initials)

ARTICLE 9 – CONTRACTOR'S COMPLIANCE

I affirm under oath that by submitting this bid that all prime and subcontractors party to this bid are in compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3.

Signed: Nielsen Digitally signed
by Trent Nielsen
Date: 2026.05.26
15:45:48 -05'00'

Printed Name: Trent Nielsen

Title: Partner

Date: 05/26/26

**EJCDC
CONTRACT AGREEMENT
BETWEEN CITY OF MANKATO AND CONTRACTOR
FOR UNIT PRICE CONSTRUCTION CONTRACT**

THIS AGREEMENT, made pursuant to award of the Mankato City Council on the 12th day of June 2026, by and between the City of Mankato, a municipal corporation under the laws of the State of Minnesota (OWNER), and Nielsen Concrete, LLC, a Corporation under the laws of the State of Minnesota (CONTRACTOR).

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: removals, grading, aggregate base, concrete flatwork, installation of shelter and site furnishings, curb and gutter, pedestrian ramps/walkways and site restoration.

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Transit Bus Stop Improvements.

ARTICLE 3 - ENGINEER

- 3.01 The Mankato City Engineer is to act as City's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed on or before September 30th, 2026, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before October 31st, 2026. All contract documents and project closeout activities must be completed by November 15th, 2026.

4.03 *Liquidated Damages*

- A. Contractor and City recognize that time is of the essence as stated in Paragraph 4.01 above and that City will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay City \$900.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by City, Contractor shall pay City \$900.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 City shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

- A. For all Unit Price Work, an amount equal to the sum of the bid unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

- B. **Estimated Total of all Unit Price Work:**

\$469,918.00

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. City shall make progress payments on account of the Contract Price on the basis of work completed a minimum of monthly during performance of the Work as provided below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Engineer, then as long as the character and progress of the Work remain satisfactory to Engineer, there will be no additional retainage; and
 - b. 50 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, City shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, City shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 5 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce City to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Payment bond
 - 4. EJCDC General Conditions
 - 5. Supplementary Conditions
 - 6. Specifications listed in the table of contents of the Project Manual
 - 7. Drawings consisting of 41 sheets with each sheet bearing the following general title: Transit Bus Stop Improvements
 - 8. Addenda (numbers 1 to 1)
 - 9. Exhibits to this Agreement as follows:
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.

10. The following which may be issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed
- b. Work Change Directive
- c. Change Order

B. The Contract Documents may only be amended, modified, or supplemented by Change Order or Work Change Directive signed and dated by all required parties, and as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. City and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of City, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of City, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

This agreement shall constitute the entire agreement between the City and Contractor and shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, City and Contractor have signed this Agreement. Counterparts have been delivered to City and Contractor. All portions of the Contract Documents have been signed or have been identified by City and Contractor or on their behalf.

This Agreement will be effective on 06/12/26.

CITY (OWNER)

CITY OF MANKATO

By: _____

Susan Arntz

Title: City Manager

Address for giving notices:

Intergovernmental Center

10 Civic Center Plaza

Mankato, MN 55601

Designated Representative:

Cory Bienfang, PE, City Engineer

507-387-8643 cbienfang@mankatomn.gov

CONTRACTOR

Nielsen Concrete, LLC

By: Joe Franta Digitally signed by Joe Franta
Date: 2026.07.01 13:07:31
+05'00'

Title: Joe Franta - Project Manager

Address for giving notices:

305 Industrial Street E

Kasota, MN 56050

Phone No.: (507) 931-6115

Email: nielsenconcrete@hotmail.com

License No.: _____

Bond No. HSA-MW-6592

 AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)
Nielsen Concrete, LLC

**305 Industrial Street E.
Kasota, MN 56050**

OWNER:

(Name, legal status and address)

**City of Mankato
10 Civic Center Plaza
Mankato, MN 56001**

CONSTRUCTION CONTRACT

Date: **6/12/2026**

Amount: **Four Hundred Sixty-nine Thousand Nine Hundred Eighteen And No/100 (\$469,918.00)**

Description:

(Name and location)

Transit Bus Stop Improvements

SURETY:

(Name, legal status and principal place of business)

**Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: **7/1/2026**

(Not earlier than Construction Contract Date)

Amount: **Four Hundred Sixty-nine Thousand Nine Hundred Eighteen And No/100 (\$469,918.00)**

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: **Nielsen Concrete, LLC** (Corporate Seal)

Signature: **Trent Nielsen**
Digitally signed by Trent Nielsen
Date: 2026.07.01 12:58:02 -0500

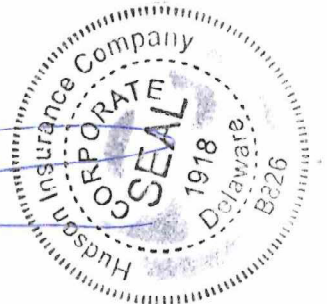
Name and Title: **Trent Nielsen - Partner**

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: **Hudson Insurance Company** (Corporate Seal)

Signature: **Thomas O. Chambers**
Name and Title: **Attorney-in-Fact**



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

**Shorewest Surety Services, Inc.
2626 49th Drive
Franksville, WI 53126
(262) 835-9576**

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

 AIA Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)
Nielsen Concrete, LLC

**305 Industrial Street E.
Kasota, MN 56050**

OWNER:

(Name, legal status and address)

**City of Mankato
10 Civic Center Plaza
Mankato, MN 56001**

CONSTRUCTION CONTRACT

Date: **6/12/2026**

Amount: **Four Hundred Sixty-nine Thousand Nine Hundred Eighteen And No/100 (\$469,918.00)**

Description:

(Name and location)

Transit Bus Stop Improvements

SURETY:

(Name, legal status and principal place of business)

**Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: **7/1/2026**

(Not earlier than Construction Contract Date)

Amount: **Four Hundred Sixty-nine Thousand Nine Hundred Eighteen And No/100 (\$469,918.00)**

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Nielsen Concrete, LLC

Signature: **Trent Nielsen**
Digitally signed by Trent Nielsen
Date: 2026.07.01 12:58:27 -05'00'

Name **Trent Nielsen**

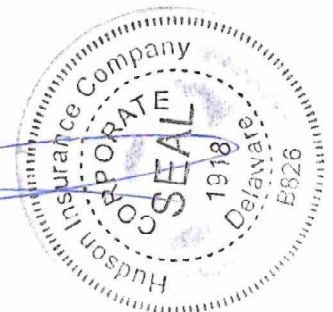
and Title: **Partner**

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)
Hudson Insurance Company

Signature: 
Name **Thomas O. Chambers**
and Title: **Attorney-in-Fact**



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

**Shorewest Surety Services, Inc.
2626 49th Drive
Franksville, WI 53126
(262) 835-9576**

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers, Todd Schaap
of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (\$25,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 1st day of November, 2025 at New York, New York.



(Corporate seal)

HUDSON INSURANCE COMPANY

Attest Karen L. Colonna
Karen L. Colonna
Corporate Secretary

By Andrew A. Dickson
Andrew A. Dickson
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 1st day of November, 2025 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2029

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Karen L. Colonna hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 1st day of July, 2026

(Corporate seal)



By Karen L. Colonna
Karen L. Colonna, Corporate Secretary

STATE OF WISCONSIN)

COUNTY OF **Racine**)

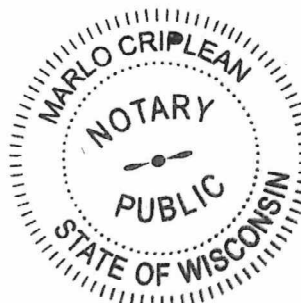
ON THIS 1st day of July, 2026,
before me, a notary public, within and for said County and State, personally appeared ____
Thomas O. Chambers to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Hudson Insurance Company, a corporation
of Delaware, created, organized and existing under and
by virtue of the laws of the State of Delaware; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Thomas O. Chambers did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Marlo Cripelean

Notary Public, **Racine** County, Wisconsin

My Commission Expires **6/13/2028**



CITY OF MANKATO

Supplementary Conditions to the EJCDC STANDARD GENERAL CONDITIONS of the CONSTRUCTION CONTRACT (2018 edition)

These Supplementary Conditions amend or supplement the EJCDC Standard General Conditions of the Construction Contract, Current Edition. All provisions which are not so amended or supplemented remain in full force and effect. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. The address system is the same as the address system used in the General Conditions, with the prefix "SC."

SC-2.02 Copies of Documents

Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to Contractor up to 4 printed and bound copies of the Drawings and Project Manual. Additional copies will be furnished upon request for \$10 per set.

SC-5.03 Surface and Physical Conditions

Add the following new paragraphs immediately after Paragraph 5.03.B:

- C. The following reports of explorations and tests of subsurface conditions at or contiguous to the Site are known to Owner:
- None
- D. The following drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) are known to Owner:
- None
- E. The reports and drawings identified above are not part of the Contract Documents, but the "technical data" contained therein upon which Contractor may rely, as expressly identified and established above, are incorporated in the Contract Documents by reference. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer.
- F. Copies of reports and drawings identified in SC-5.03.C and SC-5.03.D that are not included with the Bidding Documents may be examined at the office of the Mankato City Engineer during regular business hours.

SC-5.05 Underground Facilities

Add the following paragraphs immediately after Paragraph 5.05.F.4:

- G. Utility locations:
1. Underground utility locations in city of Mankato:

Utility	Owner	Phone
Sewer & Water	City of Mankato	507.387.8630
Street Lights/Signals	City of Mankato	507.387.8562
Telephone and Communications	Consolidated Communications	507.387.1151
	Sprint	507.451.8097
	Access Communications	763.545.9998
Natural Gas	CenterPoint Energy	800.342.4166
	Greater MN Gas	888.931.3411
Electric	Xcel Energy	800.895.1999
	Benco Elec Coop	507.387.7963
	Alliant Energy	800.255.4268
Cable TV	Mediacom	800.332.0245

	Charter Communications	800.581.0081
	Consolidated Communications	507.387.1151
Location Service	Gopher State One Call	800.252.1166

2. Natural Gas Mains, Services, Appurtenances:
 - a. Employ reasonable construction practices and procedures to protect gas mains and services from damage. If it is not possible, or a possibility exists that trench settlement may occur, and where under those circumstances the moving or removal of gas mains and services is necessary to eliminate the possibility of settlement, confer with Engineer and representative of gas company to determine action.
 - b. Do not include costs or claims for costs in bid, arising out of involvement with gas company resulting from the construction provided for in the contract.
 - c. Cooperate with gas company and be particularly cautious in backfilling operations adjacent to and under exposed gas mains and services to prevent settlement where the gas company elects to protect or not remove their gas mains, pipes, or appurtenances.

SC-5.06 Hazardous Environmental Conditions

Add the following subparagraphs 5.06.A.1 and 5.06.A.2:

3. The following reports regarding Hazardous Environmental Conditions at the Site are known to Owner:
None
4. The following drawings regarding Hazardous Environmental Conditions at the Site are known to Owner:
None of the contents of such drawings is "technical data" on which Contractor may rely.

SC-5.06 Hazardous Environmental Conditions

Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

SC-5.07 Historic or Paleontological Conditions

Add this paragraph after 5.06:

If Contractor believes any uncovered or revealed subsurface or physical condition at or contiguous to the site is potentially of an historic or paleontological nature, Contractor shall promptly and before further disturbing conditions affected thereby or performing any further work (except in an emergency as permitted by paragraph 6.16), notify Engineer in writing about such condition. Work may commence only upon written approval of Engineer.

SC-6.01 Performance, Payment, and Other Bonds

Add the following to 5.01.A:

1. The City reserves the right to terminate the contract without obligation to the Contractor if all payment bond, performance bond, and insurance requirements are not met.
2. The City shall not permit the Contractor on the job site for any reason until the Contractor has provided a payment bond, performance bond, and certificates of insurance, all of which are subject to the City's review and approval.
3. Acceptable form of performance and payment bonds: AIA, EJCDC, or bond form provided by surety.
4. Bonding company must have a Best rating of A or higher.

5. The payment and performance bonds shall each equal 100 percent of the total contract value.
6. City of Mankato to be named as an obligee.
7. The performance bond shall remain in force to the end of the warranty/correction period, with the right to institute action.
8. The payment bond shall remain in force for a period of one year from the date of final payment.

SC-6.01 Performance, Payment, and Other Bonds

Add the following immediately to the end of Paragraph 6.01.D:

Projects over \$50,000: Minnesota Statue 290.9705 requires a surety deposit of 8% from out-of-state Contractors. Contractors may file a certified copy of Minnesota Department of Revenue form SDE (Exemption for Surety Deposit for Non-Minnesota Construction Contractors) before submitting first pay request. The City may withhold the 8 percent deposit until certificate is received. Forms, fact sheets, and withholding instructions are available at www.taxes.state.mn.us

SC-6.03 Contractor's Insurance

Add the following new paragraph immediately after Paragraph 6.03.B:

C. Insurance Limits:

1. Worker's Compensation and related coverages: Statutory
Employer's Liability: \$100,000/\$500,000/\$100,000
2. Contractor's General Liability (CGL): Liability and property damage insurance to protect contractor and subcontractors performing Work of this Contract from claims of personal injury, accidental death, advertising injury, property damage claims arising from operations under this Contract, completed operations and product liability coverages, and eliminating the exclusion with respect to property under the care, custody, and control of Contractor, written on an occurrence basis.

Bodily Injury (including completed operations and product liability):
Each Occurrence: Not less than \$1,000,000
Annual Aggregate: Not less than \$2,000,000 (per Project basis)

Property Damage (including Explosion, Collapse, and Underground Coverage as applicable):
Each Occurrence: \$1,000,000
Annual Aggregate: \$2,000,000 (per Project basis)
3. Automobile Liability: Covers third party bodily injury and property damage as a result of operation of any vehicle, including owned, hired, and non-owned vehicles.
Each Accident: \$1,000,000
General Aggregate: \$2,000,000
4. Broad form comprehensive liability endorsement is acceptable in lieu of personal injury and contractual liability.

SC-Completed Operations: Provide evidence to Owner and additional insureds of 2 years of continuation of insurance from date of final payment.

SC-Railroad Protective Liability Insurance: Provide whenever work will be performed within the right of way of a railroad or materials will be hauled across the tracks of a private crossing as a designated haul road, meeting requirements of MnDOT 1708.3.

SC-Insurance Certificate Requirements:

- i. Before commencement of any work, submit written evidence to the City that all required insurance policies have been obtained.
- ii. The Contractor shall not begin any work until the City has reviewed and approved the insurance certificate through issuance of the Notice to Proceed.
- iii. Include the Project name on all insurance certificates.
- iv. **NOTE:** Cancellation Clause: The General Conditions and the League of MN Cities requires the cancellation clause to read as follows: “*Coverages will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been provided to the City.*” In the event the Contractor fails or refuses to renew any insurance policy, or if any policy is canceled, terminated, or modified so that the contractual insurance requirements are no longer being maintained, the City may refuse to make payment of any further monies due under this contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the City.
- v. Additional Insured: The City of Mankato, its officials and employees, and consultants on the Project shall be listed as Additional Insureds on a primary basis.

SC-Indemnification: Contractor shall defend and indemnify the City against claims brought or actions filed against the City or any of its officials, employees, or agents for property damage, bodily injury, or death to third persons, arising out of or relating to contractors’ work under the contract; or on account of or in consequence of any neglect in safeguarding the Work; or through use of unacceptable materials in constructing the Work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims arising or amounts recovered from infringements of patent, trademark, or copyright; or because of any claims arising or amounts recovered under the Workers Compensation Act; or under any other law, ordinance, order, or decree.

SC-7.07 Concerning Subcontractors and Suppliers

Add the following new paragraph immediately after Paragraph 7.07.M:

In accordance with Minnesota Statute 471.425, the Contractor shall pay subcontractors within 10 days of the Contractor’s receipt of payment from the City of Mankato. Prime contractor must pay interest of 1-1/2 percent per month or any part of a month to their subcontractors on any undisputed amount not paid on time to the subcontractor. See Statute for further penalty information.

SC-7.09 Permits

Add the following immediately after Paragraph 6.08.A:

- B. Work under this Contract requires the following permits which are currently being secured by the City:
 - vi. None
- C. NPDES Permit Requirements:
 1. Required when construction activities disturb 1 acre or more of total land area.
 2. Comply with provisions of MPCA and MnDOT.
 3. The City will apply and pay for NPDES permit on this Project. A copy of the signed permit application and a signed Permit Declaration form will be sent to Contractor with Contract award packet and must be returned with the Agreement Contract and Bonds.
 4. The City Engineer or his representative will prepare the Stormwater Pollution Prevention Plan required by the permit.
 5. Contractor is co-permittee with City of Mankato to ensure compliance with terms and conditions of General Storm Water Permit (MN R110001) and is responsible for those portions of permit where Contractor is referenced.
 6. Permit available at www.pca.state.mn.us/water/stormwater/storm-c.html
 7. Contractor responsible for inspections, documentation, record-keeping, maintenance, remedial actions, and repairs required by the permit.
 8. Use standard forms for logging required inspection and maintenance activities.

8. Training requirements: Follow training requirements on permit for:
 - a. Individual preparing SWPPP
 - b. Individual overseeing and implementing the SWPPP
 - c. Individual performing inspections required by permit
 - d. Individuals performing or supervising the installation of BMPs
 - e. Individuals responsible for maintenance or repair of BMPs
9. Training to be documented and provided by local, state, federal agencies, professional organizations, or other entities with expertise in erosion prevention, sediment control, or permanent stormwater management.
10. Keep logs, documentation, and inspection reports on site for Engineer's review and post permit on site.
11. Notify City Engineer of any site visits by Local Permitting Authorities. City Engineer must approve additional work requested or required by authorities having jurisdiction.
12. Contractor shall hold the City harmless for any fines or sanctions caused by Contractor's actions or inactions regarding compliance with the permit or erosion control provisions of the Contract Documents, and shall promptly reimburse the City for any and all fines or sanctions levied or applied by the MPCA.

SC-7.13 Safety and Protection

Add the following immediately after Paragraph 7.13.J:

- K. The Contractor is solely responsible for worksite safety. The City of Mankato requires the following on all projects:
 1. Perform all work in accordance with applicable OSHA, state, and local safety standards.
 2. Meet MnDOT safety requirements.
 3. Contact Gopher State One Call in accordance with statutory requirements.
 4. Request that non-member utilities and private utilities be located by the appropriate parties.
 5. Provide safety plan to City Engineer at preconstruction meeting.
 6. Require visitors to the Project Site follow safety requirements and procedures.
 7. Require subcontractors follow safety plan of prime contractor.
 8. Appoint a safety officer with full enforcement authority over safety matters.
 9. Conduct job site safety meetings.
 10. Provide protective equipment and ensure it is used.
 11. Keep all work areas clean and free of debris.
 12. Do not perform work in ways that may cause hazards for others.
 13. City personnel observing safety violations have the authority to shut the project down after reporting to safety officer and violation not corrected.

SC-8.01 Other Work

Delete Paragraph 8.01.A in its entirety and replace with the following:

- A. Owner may contract with others for the performance of other work on the Project at the Site.
 1. RPR shall have authority and responsibility for coordination of the various contractors at the Site;
 2. The following specific matters are to be covered by such authority and responsibility: Coordination of various contractors.
 3. The extent of such authority and responsibilities is: To allow contractors and others to perform work in a timely manner.

SC-10.01 Owner's Representative

Add the following paragraphs:

- B. Authority of the Resident Project Representative (RPR):
 1. City Engineer has authority to assign an RPR as liaison with Contractor.

2. RPRs are assigned to assist the Contractor to comply with and understand the intent of the Contract Documents, and have the authority to reject defective or inferior materials and workmanship and to suspend Work until the conditions in question are corrected.
 3. RPRs have authority to make minor changes to the Work, consistent with the purposes and scope of the Project, and an extension or deletion of bid quantities. No extra work or change in the scope of work involving extra cost or new items not in bid shall be made except by written order from the City Engineer and no claim for an addition to the contract sum shall be valid unless so ordered.
 4. No advice which the RPR may give the Contractor shall be construed as binding upon the City nor will such advice release the Contractor from fulfillment of the terms of the Contract.
- C. Responsibilities of Project Representative (commonly referred to as Inspectors)
1. Observe progress and quality of Work.
 2. Report to Engineer whenever RPR believes any Work is unsatisfactory, faulty, or defective, or does not conform to Contract Documents or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made.
 3. Monitor construction progress schedule.
 4. Review contract documents with Contractor's superintendent.
 5. Review Contractor's request for interpretation and changes and submit them to Engineer for clarification or interpretation.
 6. Attend project meetings.
 7. Observe quality control tests by contractors.
 8. Conduct quality assurance tests on materials to be incorporated into the Work, excavation, bedding, & backfill.
 9. Maintain records.
 10. Keep a diary or logbook. Record Contractor hours on job site, weather conditions, data relative to questions of changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail where required.
 11. Assist in review of Shop Drawings; advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
 12. Review Applications for Payment and forward with recommendations to Engineer.
 13. Review punch lists.
 14. Assist in final inspection. Observe that all items on punch list have been completed or corrected and make recommendation to Engineer concerning acceptance.
 15. Periodically review record documents.
 16. Immediately report the occurrence of any accident to Engineer.

SC – 11.02 Change Orders

Add the following paragraph:

- C. All Change Orders must be signed by the City Engineer and the City Manager.
17. They are considered fully executed after being signed by all parties and become effective on the date of signing by City Manager.
 18. Change Orders must be approved in accordance with the City of Mankato's Finance policy:
 - a) Aggregate total of individual or all change orders up to \$100,000 not to exceed 10% of the contract value approved by the City Manager
 - b) Aggregate total of individual or all change orders over \$100,000 or exceeding 10% of the contract value approved by the City Council.

SC – 12.01 Claims

Amend the first sentence of Paragraph 12.01.B to read as follows:

- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to City Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

SC-13.03 Changes in Unit Price Quantities

Delete paragraph 13.03.D in its entirety and insert the following paragraph:

D. Extra Work:

When directed in writing by the City Engineer to do so, the Contractor shall furnish materials and do extra work not otherwise provided for by the terms of the Contract, but which may be connected with or necessary for the completion of the Work. Such material and work shall be furnished and done as part of this Contract and subject to its provisions and at such prices as may be agreed upon by the City Engineer and the Contractor.

The Contractor shall furnish a detailed itemized breakdown covering the price of all such extra work including equipment, labor, and materials.

The cost of the extra work will be determined by one of more of the following methods:

1. By an acceptable lump sum proposal from the Contractor.
2. By unit contract prices contained in the Contract Proposal, or by unit prices mutually agreed upon by the Contractor and the Engineer.
3. By Claim.

It shall be the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the City Engineer. No compensation for extra work or any other change in the contract will be allowed unless the extra work or change has been authorized in writing by the City Engineer and the compensation or method of determining such compensation is stated in such written authority.

SC-14.02 Tests, Inspections, and Approvals

Delete this Article and replace with MnDOT SD-15 Schedule of Materials Control, or as specified in technical specification sections. See General Requirements.

SC-15.05 Final Inspection

Add the following language after the second sentence of Paragraph 14.06.A:

If, after such measures are taken, subsequent inspections by Engineer reveal that any of the previously identified particulars remain incomplete or defective, the City reserves the right to complete the Work by its own forces or by others and deduct direct and indirect costs of this Work from the remaining payment amount due Contractor.

SC-15.07 Waiver of Claims

Add the following paragraph immediately after 15.07.B:

- C. City does not waive its rights to subrogate against 1) contractor, any of its subcontractors, sub-subcontractors, agents or employees, or 2) engineering consultant or employees, for damages caused to non-Project related property, real or personal or both, at or adjacent to the site of the Project, caused by the negligent, intentional, or other willful act of omission of the 1) contractor, any of its subcontractors, sub-subcontractors, agents or employees, or 2) engineering consultant or employees.

SC-15.08 Correction Period

Delete Paragraph 15.08.A in its entirety and insert the following in its place:

- A. If within one year after the date of Final Payment (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by the City or permitted by Laws and Regulations is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or

2. correct such defective Work; or
3. if the defective Work has been rejected by the City, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or other land or areas resulting therefrom.
5. complete all warranty or punch list items no later than the third Friday in June following receipt of letter from City informing of warranty or punch list items to be completed.

End of Document

SECTION 01 11 00

MANKATO GENERAL REQUIREMENTS

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PART 1 GENERAL

1.01 SUMMARY

- A. Description of Project: The Project includes sanitary sewer, watermain, storm drains, grading, base, subdrains, curb and gutter, sidewalk, and bituminous surfacing.
- B. Specifications/Standards Which Apply to This Project:
 - 1. The 2018 EJCDC Standard General Conditions, except as modified by the Supplementary Conditions.
 - 2. The Minnesota Department of Transportation's *Standard Specifications for Highway Construction*, current edition, except as modified by the General Requirements and technical specification sections.

3. National standards such as ASTM, AWWA, and AASHTO.
4. Applicable requirements of the Minnesota Department of Health and Industrial Commission.

1.02 SUBMITTALS

- A. Required before execution of Contract:
 1. Performance Bond and Payment Bond
 2. Insurance Certificate
- B. Provide listing of Contractor's principal staff assignments, including name, home and work addresses, and telephone numbers; include supervisors, safety representative, waste management individual, and the OSHA compliance individual.
- C. Deliver submittals to Engineer with a transmittal. Identify Project, Contractor, subcontractor, and major supplier applicable to submittal.
- D. Shop Drawings: Will not be accepted for review by Engineer until they have been checked, approved, and signed by Contractor. Submit 2 copies or electronically in PDF format.
- E. Product Data: Submit 2 copies or electronically in PDF format. Include model name and number, options, testing compliance, warranty, delivery, storage, assembly and installation, start-up, adjusting, finishing, and operation and maintenance instructions.
- F. Information: Submit for information when specified:
 1. Design data
 2. Certificates
 3. Test reports
 4. Inspection reports
 5. Other required by individual sections
- G. Project Closeout:
 1. Record documents
 2. Operation and maintenance data
 3. Warranties
 4. Certified copy of IC-134 form submitted to Engineer. Form available at Minnesota Department of Revenue and online at <http://www.taxes.state.mn.us> under Forms and Instructions.
 5. Evidence of final, continuing insurance coverage complying with insurance requirements.

1.03 ALTERNATES

- A. The net amount to add to or deduct from Base Bid Price.
 1. Determine the full extent of Work affected by proposed Alternates.
 2. Coordinate related and adjacent Work to ensure each accepted Alternate is complete and fully integrated into Work.
 3. Include accessory items incidental to or required for complete installation.
- B. Alternates will be reviewed and accepted or rejected at the City's option.
- C. Accepted alternates will be reflected in the City/Contractor Agreement.
- D. Coordination:
 1. Modify or adjust affected adjacent work as necessary to completely integrate work of alternate into Project.
 2. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
 3. Notify each party involved, in writing, of status of each alternate.

4. Execute accepted alternates under the same conditions as other work of the Contract.

E. Schedule of Alternates:

- a. Alternate 1 – Additional Stop Improvements Applebee’s, Aldi, and Haefner Stops

1.04 START AND COMPLETION OF WORK

- A. The award of this project is contingent upon an executed Subdivider’s Agreement between the City and benefiting parties.
- B. The Contractor shall not commence work nor allow any subcontractor to commence work until:
1. The Subdivider’s Agreement between the City and benefiting parties has been fully executed.
 2. The Contract Agreement has been fully executed and the City has issued a Notice to Proceed.
 3. The City has received and approved Contractor’s Bonds and Certificate of Insurance.
 4. The Contractor has obtained necessary permits and licenses.
- C. Work began before meeting the requirements above may be subject to nonpayment by City.
- D. Construction operations shall begin within 10 days after the City’s receipt of signed Notice to Proceed.
- E. Public Meeting: Projects involving a public meeting with affected residents may not be started until 5 days following that public meeting, without prior approval of Engineer.
- F. Substantial completion of all work shall be September 30th, 2026.
- G. Complete all warranty or punch list items no later than the second Friday in July following receipt of letter from City informing of warranty or punch list items to be completed.
- H. Work Day:
1. Daylight hours only, 12 hours maximum.
 2. Perform no Work on Sundays and holidays.
 3. If special conditions require working more than 12-hour days or on Sundays or holidays, obtain prior approval from City Engineer.

1.05 LIQUIDATED DAMAGES

- A. Should the Contractor fail to complete work by the intermediate or final completion date(s) specified in section 1.04 or extended by Change Order or Supplemental Agreement, he will be subject to liquidated damages of **\$900.00** per calendar day after the stated final completion date.
- B. Payment of liquidated damages shall be in the form of a Change Order reducing the total Contract cost by the amount of the liquidated damages in accordance with the terms set forth in the Contract. If the Contractor refuses to sign or acknowledge the Change Order for liquidated damages, the City reserves the right to unilaterally reduce the total Contract cost by the amount of the liquidated damages in accordance with the terms set forth in the Contract. If the amount of the liquidated damages exceeds the remaining unpaid balance of the Contract, the Contract Sum shall be reduced by the amount of the unpaid balance and the Contractor shall pay the Owner the difference between the liquidated damages and the unpaid balance.

1.06 PROJECT MEETINGS

- A. Preconstruction Meeting: Scheduled by Engineer prior to commencement of construction.

- B. Progress Meetings: Periodic construction progress meetings; time and dates set at preconstruction meeting. RPR, Contractor, job superintendent, subcontractors, and others involved in planning, coordination or performance of Work required to attend.
- C. Onsite Meeting:
 - 1. Provide onsite meeting with the residents along the project, the city RPR, and the Contractor's superintendent or project manager.
 - 2. 2 to 10 days prior to start of construction.

1.07 PROJECT SCHEDULE

- A. Prior to the start of Work, submit a written schedule to be reviewed and approved by Engineer.
- B. Submit revised Progress Schedule weekly to Engineer, subcontractors, suppliers, and other concerned parties.
- C. Indicate progress of each activity to date and project completion date.

1.08 APPLICATIONS FOR PAYMENT

- A. Payment Application Times: Stated either in the Agreement or at the Preconstruction Meeting.
- B. Final Application: The following must be completed before final Application for Payment:
 - 1. Required submittals received.
 - 2. Completion of Project requirements.
 - 3. Completion of items designated in final punch list.
 - 4. Assurance that unsettled claims will be settled.
 - 5. Removal of temporary facilities and services.
 - 6. Removal of surplus materials, rubbish.
 - 7. Final cleaning.
 - 8. Certified copy of IC-134 form submitted to Engineer. Form available at Minnesota Department of Revenue and online at <http://www.taxes.state.mn.us> under Forms and Instructions.
 - 9. Evidence of final, continuing insurance coverage complying with insurance requirements.
 - 10. As-Built/record documents submitted to Engineer.

1.09 PAYMENT TO CONTRACTORS

- A. All contractors engaging in business activity with the City of Mankato are required to receive remittance payments in an electronic format (ACH – Automatic Clearing House). As part of the contractual relationship, submit to the City of Mankato Finance Department the banking information necessary to complete the ACH process, if not previously submitted.
- B. ACH Enrollment Form is available from the City of Mankato or as a download off the city website www.mankato-mn.gov

1.10 QUALITY CONTROL

- A. Owner Responsibility:
 - 1. Employ and pay for services of an independent testing laboratory to perform inspections, tests, or approvals required by the Contract Documents, except as listed under Contractor Responsibility below.
 - 2. Quality assurance testing to ensure materials meet specified quality.
- B. Contractor Responsibility:
 - 1. Comply with MnDOT SD-15 Schedule of Materials Control.
 - 2. Notify City's RPR 24 hours prior to expected time for operations requiring inspections and testing services.

3. Cooperate with independent agencies performing required quality control and provide auxiliary services as reasonably required.
 - a. Schedule tests and inspections.
 - b. Provide access to Work.
 - c. Take samples or assist with taking samples.
 - d. Deliver samples to test laboratories.
 - e. Secure and protect samples and test equipment at site.
4. Verify conformance of Work with specified construction tolerances.
5. Secure inspection and acceptance of subgrade and fill layers before subsequent construction is permitted.
6. Retesting:
 - a. Where results of quality control prove unsatisfactory and do not indicate compliance of related Work with requirements of Contract Documents, retests are responsibility of Contractor, regardless of whether the original test was Contractor's responsibility.
 - b. Retest of Work revised or replaced by Contractor is Contractor's responsibility, where required tests were performed on original Work.
 - c. Retesting will be at the rate of 2 retests for each failed test.
 - d. Retesting costs will be deducted from Contract by Change Order.
7. Additional testing as part of Contractor's quality control program will be at Contractor's expense.
8. Adjusting and repair of damaged work, substrates, and finishes.

1.11 WARRANTY

- A. Contractor Warranty: One year warranty period begins on date final payment is signed by the City Manager and includes warranty that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents.
- B. Manufacturer Warranty: Provide manufacturers' warranties to City on products used on this Project at project closeout.
- C. See Supplementary Conditions 13.07 – Correction Period.

1.12 CONTRACTOR USE OF PREMISES

- A. Keep existing driveways and adjacent streets clear and available to public in accordance with City's and local authorities' requirements.
- B. Confine operations to rights-of-way, areas permitted under contract, or as directed by City.
- C. Arrange for temporary parking areas for construction personnel with Engineer. Do not park vehicles in manner to interfere with traffic flow, conflict with resident parking, or obstruct traffic control devices.
- D. Provide sanitary facilities for use by workers. Maintain throughout Project duration. Type and location subject to Engineer's approval. Remove upon completion of Project.
- E. Equipment and material storage or deposition of excavated materials on private property must be approved in writing by the property owners, a copy of which shall be presented to the Engineer prior to such storage or deposition. Failure to do so will result in immediate suspension of work until such approval has been obtained or materials removed, and area restored to its previous condition or better.

1.13 CONTRACTOR STORAGE OF EQUIPMENT, SUPPLIES, MATERIALS

- A. Storage of Contractor's equipment, supplies, tools, or materials at site is at Contractor's risk. The Contractor releases the City from any claims for loss or damage to such items while left at the site.

- B. Storage of material is allowed within the right-of-way on City property and within construction limits.
- C. Storage on private property not owned by Contractor or City must be by written permission of the property owner.

1.14 COORDINATION

- A. Coordinate Work with other contractors performing work in the vicinity of Project, including utility contractors.
- B. Coordinate scheduling, submittals, and Work to ensure efficient and orderly sequence of installation.
- C. Coordinate completion and clean up of Work.

1.15 ACCESS

- A. Maintain reasonable access to homes and businesses during construction.
 - 1. Provide temporary access during construction before 8:00 am and after 5:00 pm daily.
 - 2. Provide temporary boardwalk where needed.
 - 3. Construction of temporary access items are incidental to construction.
- B. Notify businesses, residents, and Engineer 72 hours in advance of total traffic closure. Notification procedure shall be submitted to the Engineer in writing and approved prior to implementation.
- C. Garbage collection: If access to homes is restricted, coordinate with provider to collect garbage on a scheduled basis and at accessible location.
- D. Provide unimpeded access for emergency vehicles.
- E. Maintain roadways on each of the contract segments and parking areas free of excavated material, construction equipment, mud, snow, and ice. Promptly repair breaks, potholes, low areas, standing water, and other deficiencies. Maintain paving and drainage in original, or specified, condition.
 - 1. Emergency maintenance by the City shall be paid for by Contractor at 3 times the hourly rate for machine with operator.
- F. Provide any temporary access easements to Engineer prior to construction, if needed beyond right-of-way and construction limits shown on Drawings.

1.16 CONSTRUCTION LIMITS

- A. See Drawings.
- B. In the absence of designation on the Drawings, confine work to the minimum area reasonably necessary to undertake the work as determined by the Engineer.
- C. In no case shall construction activities extend beyond City property lines or construction easements.

1.17 CODES

- A. Comply with the requirements of all applicable local, state, and federal codes.

1.18 TRAFFIC CONTROL

- A. Provide appropriate vehicular and pedestrian traffic control devices during construction, meeting requirements of the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD) and MnDOT Standard Signs Manual. Replace

existing regulatory signs removed for construction with temporary regulatory signs until the permanent signs can be replaced following construction.

- B. Coordinate with the City of Mankato and Blue Earth County Highway Department and Minnesota Department of Transportation.
- C. Provide Traffic Control Plan to Engineer at Preconstruction Meeting.
 - 1. List name, address, and phone number of 2 persons who will respond to requests for maintenance and also provide this list to Mankato Police Department and Public Works Department.
 - 2. Include detailed list of all traffic control devices intended for use on Project to ensure conformance with MMUTCD and MnDOT Standard Signs Manual, including signs, locations, sequence of operation, and detours.
- D. Obtain necessary permits (or verify they have been obtained or required) from MnDOT, Blue Earth County, and City of Mankato for signing, barricading, and Work within rights-of-way as necessary to complete Project.
- E. Maintain traffic control devices on a 24-hour-basis throughout the construction period, including work suspensions. Repair or replace as necessary.
- F. Provide flagpersons as needed at no additional expense to City.
- G. Sandbags will be the only acceptable weight to stabilize traffic control devices. Mix with deicer during freezing conditions. Place at each foot of traffic control devices.
- H. Respond to maintenance requests within 2 hours. Contractor shall be charged \$200 per hour for every hour the request is not acted upon. The fee will be deducted by Change Order.
- I. Provide minimum 72-hour notice for closures and detours to Engineer.
- J. Traffic control shall be removed from the project within 72-hours of the work being completed and the roadway or pedestrian facilities opening to traffic.
- K. Engineer has right to modify requirements for traffic control as deemed necessary due to existing field conditions.

1.19 UNDERGROUND FACILITIES

- A. Public utilities exist beneath and adjacent to the streets to be constructed under this Contract. Assume full responsibility for verifying the locations of all utilities and assume full responsibility for reimbursing utility owners for damage or injury to utilities caused by Contractor's operations.
- B. No direct compensation will be made for special work or special construction methods required as a result of the presence of such utilities.
- C. Expose existing utilities that exist in proximity to proposed facilities to determine utilities' location ahead of pipe installation to avoid grade and/or alignment conflict. Measure to determine each utility facility location relative to the new utility.
- D. Deviation from alignment, grade, and location to avoid conflicts must be approved by City Engineer.
- E. Avoid damages where new utilities intersect existing utilities. Necessary removal and replacement of existing utilities is incidental to new utility construction. No additional payment will be made for crossing existing utilities shown on the Drawings.

1.20 EQUIPMENT

- A. Comply with MnDOT 2123 and the following modification:
 - 1. Street Sweeper with pickup broom.
 - a. Of sufficient size to remove particles in existing pavement and operate without creating a dusty environment.
 - b. Approved by Engineer.
 - c. Incidental to the Work.
- B. Weight: Equipment exceeding 9 tons axle weight is not allowed on any city street or alley.

1.21 INPLACE SIGNS AND MAILBOXES

- A. Remove signs and mailboxes required for construction at no additional expense to City.
- B. Notify Mankato Public Works about sign removal and coordinate delivery of removed signs to Public Works with Public Works.
- C. Relocate mail boxes to temporary location accessible and acceptable to postal service delivery and USPS regulations.
- D. Replace boxes or supporting members damaged during construction.
- E. Coordinate with Public Works and RPR (City Inspector) for installation of all signs.

1.22 HAUL ROAD MAINTENANCE

- A. Identify designated haul routes within city limits.
- B. Deliver new materials and dispose of excess excavated material plus removal items only on designated haul roads.
- C. Haul road restrictions:
 - 1. Remove tracked material by end of construction day.
 - 2. Failure to remove material will result in cleanup fee being deducted from Contract amount by Change Order.
 - 3. Heavy tracking is not acceptable. If tracking becomes heavy, cleanup during the day may be needed. Check onsite BMPs for failure and take additional measures to control sediment.
- D. Remove all tracked material from haul roads at no additional expense to City.
- E. Maintain and repair any damage to haul roads as result of this Contract. Maintenance shall include, but not be limited to, blading, patching, signing, graveling, and dust control. Maintenance is incidental to Work of this Contract.

1.23 CONSTRUCTION STAKING

- A. The City Engineering Department or designated consultant will furnish and set survey stakes to establish general locations of sidewalk and shelter improvements for construction. Exact locations will be field verified with Contractor and RPR.
- B. Vertical and horizontal offset stakes will not be provided. The Contractor will be responsible for location of sidewalks to match project plans and meet ADA requirements.
- C. The concrete contractor, or subcontractor, shall have at least two people with a current ACI concrete flatwork technician or flatwork finisher certification, and at least one of them must be onsite for all concrete pours.

- D. Apparent or questionable errors or inconsistencies between plans and field conditions for line or grade: Promptly notify RPR of such error or inconsistency. Do not proceed with Work until such stake, grade, or mark is verified or corrected by RPR.

1.24 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

- A. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- B. Minimize trash/waste disposal in landfills. Reuse, salvage, or recycle as much waste as economically feasible.
- C. Burning or burying on project site are not acceptable.
- D. The following may not be disposed of in landfills or by incineration:
 - 1. Aluminum and plastic beverage containers.
 - 2. Corrugated cardboard.
 - 3. Wood pallets.
 - 4. Clean dimensional wood.
 - 5. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - 6. Paint.
 - 7. Fluorescent light bulbs.
- E. The method of disposal and location of dump site must be approved by Engineer and local Health Officer and meet state and federal regulations.
- F. Before dumping on private or public land that is not a licensed disposal facility, obtain from land owner written permission of such dumping and a waiver of all claims against the City of Mankato for damages to such land which may result from construction, together with all permits required by law for such dumping.
- G. Provide copies of permits to City Engineer before Work commences. If the City Engineer determines the disposal is improper, he may order corrective action by Contractor to obliterate or relocate debris improperly placed, without compensation.
- H. Dispose of oak wilt infected red oak trees and elm trees in accordance with MnDOT 2101.3.D.2
- I. Chip cleared trees and stockpile chips at location directed by city staff.

1.25 TEMPORARY EROSION CONTROL

- A. The erosion control measures shown on the Drawings or in the Stormwater and BMP Pollution Prevention Plan, if required, are minimum requirements. Additional erosion control measures shall be required depending on Contractor's schedule and sequencing of Work, or if BMPs are found to be insufficient to prevent erosion or sediment from leaving the construction site.
- B. Erosion control measures should conform with Best Management Practices, requirements of the MPCA Stormwater Permit, if required, and MnDOT 2573.
- C. Control erosion from leaving construction site.
 - 1. Collect all eroded material that leaves the site and return to the site at Contractor's expense.
 - 2. Inspect and maintain erosion control measures shown on Drawings and requested by City Engineer.
 - 3. Submit logs to Engineer monthly.
 - 4. Final payment will not be made until all completed inspection logs are submitted to the Engineer.

- D. Stabilize all exposed soils no later than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
- E. Maintain excavations free of water. Provide trenching, pumping, other facilities required.
 - 1. Notify RPR if springs or running water are encountered in excavation.
 - 2. Provide information to RPR of points and areas where water will be discharged.
 - 3. Dewatering: Meet requirements of MPCA permit. See Trench Excavation section.
- F. Control grading around structures. Pitch ground to prevent water running into excavated areas.
- G. Construct items in conformance with typical sections and elevation controls shown on Drawings.
- H. Temporary sediment basins shall be constructed and maintained to treat a water quality volume equal to one inch of runoff.

1.26 POLLUTION CONTROL

- A. Prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.
- B. Perimeter Protection:
 - 1. Install per Details or as directed by Engineer in the field.
 - 2. Provide one of MnDOT 2573 specified methods, or Contractor-approved method approved by the Engineer.
 - 3. Paid for by lineal foot.
- C. Dust Control:
 - 1. Provide as directed by Engineer and whenever necessary to prevent the production of dust in amounts damaging to property, vegetation, animals, or persons in the vicinity of construction activity.
 - 2. Dust control is incidental to the Work.
 - 3. Dust control measures may include sweeping, water sprinkling, calcium chloride applications, treatment with bituminous materials, or other approved methods.
 - 4. Continue dust abatement until relieved of further responsibility by Engineer.
- D. Chemicals Used During Construction:
 - 1. Approved for use by either U.S. Environmental Protection Agency or U.S. Department of Agriculture.
 - 2. Use in strict accordance with printed manufacturer's instructions.
- E. Concrete Washouts: See Excavation and Street Construction section.

1.27 NOISE CONTROL

- A. Avoid use of tools or equipment that produce harmful noise.
- B. Restrict use of noise-making tools and equipment to hours of use that will minimize noise complaints in vicinity of Project.

1.28 INSPECTION

- A. Provide access to Work at all times for City Engineer or its representative and provide proper facilities for such access and for inspection.
- B. The City shall have the right to reject materials and workmanship which are defective or require correction.

1. Rejected workmanship shall be satisfactorily corrected, and rejected materials removed from Site without charge to City.
2. If correction and removal is not performed in reasonable time as shown in Written Notice, the City may remove them and charge the expense to Contractor.

1.29 TREE AND PLANT PROTECTION

- A. Cooperate with City of Mankato Forester for plant-protection measures.
- B. Do not pave closer than 2.5 feet from tree trunks.
- C. Protect existing trees and plants affected by this Work, whether temporary or permanent construction
- D. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials; ponding, eroding, or excessive wetting caused by dewatering operations.
- E. Protection Zone: Areas surrounding trees, shrubs, or other vegetation to be protected during construction; see Drawings.
 1. Practices prohibited within protection zones:
 - a. Storage of construction materials, debris, or excavated material.
 - b. Parking vehicles or equipment.
 - c. Foot traffic.
 - d. Erection of sheds or structures.
 - e. Impoundment of water.
 - f. Excavation or other digging unless otherwise indicated on Drawings.
 - g. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
 - h. Heat sources, flames, ignition sources, and smoking within or near protection ones and organic mulch.
- F. Trenching near trees or within Protection Zone: Hand excavate under or around tree roots or tunnel under roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities.
- G. Root Pruning: Prune roots affected by temporary and permanent construction.
 1. Cut manually by digging a trench and cutting exposed roots with sharp pruning instruments. Cut cleanly. Do not break, tear, chop, or slant cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
 2. Temporarily support and protect roots from damage until they are permanently covered with soil.
 3. Cover exposed roots with burlap, soil, or mulch, and water regularly.
 4. Backfill as soon as possible.
- H. Regrading:
 1. Lowering or raising grade: Maintain existing grades. Slope grade beyond protection zone.
 2. Minor fills: Fill existing grade with topsoil in single uncompacted layer and hand grade to required finish elevations.
- I. Repair and Replacement of Damaged Trees:
 1. Repair trees damaged by the Work by firm qualified to make repairs and approved by Engineer.
 2. Repair cost is incidental to contract.
 3. Trees deemed by Forester as damaged beyond repair will be assessed a \$2500 deduction from the contract per each tree, through change orders.
- J. Mulch around disturbed trees.

1.30 TREE TRIMMING

- A. The provisions of MnDOT 2101 are modified and supplemented with the following:

1. This work shall consist of trimming and/or pruning of tree branches and/or bushes to facilitate the installation of sidewalk.
2. Trees are to be trimmed in accordance with ANSI A300 (Part 1) -2008: Pruning
3. Incidental to the Work

1.31 TREE REMOVAL AND TRANSPLANTING

- A. Remove trees indicated on Drawings per MnDOT 2101.3.
- B. Remove stumps to a minimum of 12 inches below the ground surface.
- C. Transplant trees indicated on Drawings with an 85-inch spade size.
 1. Transplant location to be determined by Engineer and adjacent property owner.
 2. Place mulch around transplanted trees.

1.32 CORRECTION OF DEFECTIVE WORK

- A. The Contractor shall promptly correct all Work rejected by the City Engineer or representative of the City Engineer as defective or as failing to conform to the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed.
- B. The Contractor shall bear all costs of correcting rejected Work, including the cost of the Engineer's additional services thereby made necessary.
- C. Work rejected before final completion shall be corrected prior to City Engineer's recommendation for final payment.
- D. If action to correct rejected or incomplete Work is not initiated within 7 days, the City may, upon written notice to Contractor, take whatever steps are necessary to correct or complete such Work, using in-house forces or by others. All costs sustained by City will be charged against Contractor and deducted from Contract amount by Change Order. If Contractor disagrees with amount of adjustment, the City may make a Claim as provided in the General Conditions. Such claim will include, but not be limited to, all costs of repair, replacement, correction, removal, or completion of Work.

1.33 SITE CLEANING

- A. Keep Site neat, clean and free of debris.
- B. Provide and pay for dumpsters for collection of trash.
- C. Collect and dispose of trash from Site at regular intervals.
- D. Separate and recycle applicable materials.

END OF SECTION

SECTION 31 23 00

EXCAVATION AND STREET CONSTRUCTION

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Stabilized Construction Exit.
 - 2. Clearing and Grubbing.
 - 3. Removing pavement, existing and miscellaneous structures.
 - 4. Minor grading.
 - 5. Common excavation and subgrade preparation.
 - 6. Rock Excavation
 - 7. Construction of bituminous street.
 - 8. Concrete work:
 - a. Sidewalk
 - b. Steps.
 - c. Driveways.
 - d. Pedestrian ramps.
 - e. Truncated domes.
 - f. Curb and gutter.

1.02 SPECIFICATIONS SUPPLEMENTED OR MODIFIED BY THIS SECTION

- A. MnDOT *Standard Specifications for Highway Construction*, current edition, notably:
 - 1. 2105 – Excavation and Embankment
 - 2. 2211 – Open Graded Aggregate Base
 - 3. 2357 – Tack Coat
 - 4. 2360 – Plant Mixed Asphalt Pavement
 - 5. 2399 – Pavement Surface Smoothness
 - 6. 2521 – Walks
 - 7. 2531 – Concrete Curbing
 - 8. 3139 – Graded Aggregate for Bituminous
- B. MnDOT Special Provisions, current as of date on cover of these specifications.
- C. MnDOT Schedule of Materials Control, current year.

1.03 CONSTRUCTION SUPERVISION

- A. Provide a certified competent person during all excavation activities and adhere to 40 CFR excavation safety regulations. Failure to provide a safe working environment for the workers onsite may result in the City suspending all construction activities until a safe working environment is provided.

1.04 PROJECT CONDITIONS

- A. Do not commence site clearing operations until temporary erosion control, sedimentation control, and plant protection measures are in place.
- B. Protect and maintain benchmarks and survey control from disturbance during construction.

- C. Locate and clearly identify trees, shrubs, and other vegetation to remain.
- D. Remove ice and snow prior to grading operations.
- E. Grading shall conform to planned grades, cross-sections, and stakes.
- F. Maintain Site in a well-drained condition at all times.
 - 1. Provide drainage facilities concurrent with embankment operations.
 - 2. Provide temporary drainage facilities to maintain existing drainage courses until permanent facilities are operative.
- G. Blasting is not allowed within Mankato city limits.

PART 2 MATERIALS AND EXECUTION

2.01 STABILIZED CONSTRUCTION EXIT

- A. Install a stabilized construction exit and exit for trucks entering and exiting the Project.
- B. Costs of construction access will be incidental to project, unless separate bid items are included in the Bid Form.
- C. Construct to City of Mankato's Standard Plates and as directed by the Engineer in the field. Comply with MnDOT 2573 specifications and as directed by the Engineer.
- D. Measurement: By each, acceptably installed and maintained.
- E. Payments:
 - 1. Temporary rock construction entrance will be paid in partial payment amounts for satisfactory completion of the following Work:
 - a. 25 percent - Initial Installation
 - b. 25 percent - Maintenance during first half of Contract period.
 - c. 50 percent - Maintenance during last half of Contract period and removal of device.
 - 2. Payment will be made at the Contract bid price per each, which shall be compensation in full for installing, cleaning, and the removal of the material once construction is completed, and all costs incidental thereto.
- F. Deduction:
 - 1. Failure to properly install or maintain temporary rock construction entrance will be subject to a \$500 per calendar day deduction for noncompliance.
 - 2. The deduction will apply to each construction entrance that is out of compliance and will be deducted by Change Order from Contract amount.

2.02 CLEARING AND GRUBBING

- A. Perform in accordance with MnDOT 2101 and City of Mankato General Requirements.
- B. Costs of clearing and grubbing will be incidental to project, unless separate bid items are included in the Bid Form.
- C. Dispose of all timber, stumps, roots, and other debris or by-products resulting from clearing and grubbing operation off site.
- D. All material generated by clearing and grubbing becomes property of the contractor.

2.03 REMOVING PAVEMENT, EXISTING, AND MISCELLANEOUS STRUCTURES

- A. Comply with MnDOT 2104.
- B. Remove pavement to limits marked by Engineer, in straight lines, by sawing or pneumatic hammers.
- C. Concrete, bituminous, and rock debris resulting from removal operations shall become the property of the Contractor and shall be disposed of offsite in accordance to state and federal regulations, approved by Engineer.
- D. Whenever possible, remove concrete to an existing joint.
- E. Bituminous Removal and Sawing: Incidental to Common Excavation bid item unless included in the bid form.
- F. Sawing pavement
 - 1. Bituminous: Sawcut prior to paving to provide a clean edge.
 - 2. Concrete: Make final sawcut to existing pavement when matching driveways.
 - 3. Payment for bituminous removal shall be made according to the appropriate bid items. Sawcutting shall be incidental to removals.
- G. Fence Restoration: Removal and relocation or restoration of any fences disturbed not identified on the Drawings shall be incidental to cost of Project.
- H. Remove shelters, including shelter structure, accessories, anchoring appurtenances, and any other remaining items associated with the structure. Salvage items to Owner as requested. All other removed items become the property of the contractor.

2.04 BITUMINOUS REPAIR/PATCHWORK

- A. Repair disturbed bituminous as shown on the Drawings or as directed by the Engineer. Payment shall be made according to the appropriate bid items.

2.05 MINOR GRADING

- A. Provide machines and operators necessary to shape and grade areas as shown on Drawings or as directed by the Engineer. The Work is generally incidental to other bid items.

2.06 COMMON EXCAVATION AND SUBGRADE PREPARATION FOR STREETS

- A. The provisions of MnDOT 2105 shall apply.
- B. Method of payment: Common excavation work required for the project work shall be incidental to other bid items.
- C. Additional subcuts required by Engineer: Paid as common excavation and the Class 1 rip-rap paid as Stabilizing Aggregate.
- D. Select excavated material may be used to construct embankments.
- E. Excess excavated material:
 - 1. Common excavation shall become the property of the Contractor for disposal. See Mankato General Requirements for disposal requirements.
 - 2. Haul from Site.

- F. Topsoil:
 - 1. Remove existing topsoil from roadways, driveways, trails, and sidewalks, unless otherwise directed by Engineer.
 - 2. Stockpile sufficient topsoil to provide for 6 inches minimum and 12 inches maximum topsoil placement within the right-of-way and on embankment slopes.
 - 3. Additional topsoil may be placed as approved by the Engineer.
- G. Topsoil Borrow:
 - 1. Topsoil borrow material shall not be a substitute for the contractor improperly separating and stockpiling existing material for reuse.
 - 2. Screen topsoil borrow material and pulverize, meeting requirements of MnDOT Table 3877-2.
- H. Common Borrow used for construction of embankment areas: Granular material or other stable backfill without organics.
- I. The Engineer reserves the right to reject borrow material.

2.07 COMPACTION

- A. Construct in accordance with MnDOT 2105 Quality Compaction Method.
- B. The Engineer reserves the right to verify all levels of compaction.
- C. In the areas of specified compaction, the Project's geotechnical engineer shall view the site after stripping and test the filling operations. Use independent third-party testing firm to perform tests.
- D. Remove and re-compact any areas that are unstable or inadequately compacted at no additional cost to City.

2.08 AGGREGATE BASE

- A. Place Aggregate Base (CV), Class 5 by the Quality Compaction Method.
- B. Concrete Driveways: Minimum 6 inches of class 5 aggregate base required.
- C. Concrete Sidewalk: Minimum 4 inches of granular base required.
- D. Payment for aggregate base shall be incidental to associated concrete surfacing bid items.

2.09 PLANT MIXED ASPHALT PAVEMENT

- A. Provide bituminous wear and non-wear course and overlay per current MnDOT 2360.2, gradation as specified on Drawings and proposal, type SP.
 - 1. Performance Grade 58-28.
 - 2. Performance Grade 58-34.
 - 3. Meeting MnDOT 3151.
- B. Aggregate to meet MnDOT 2360.2 and 3139.2. No aggregate substitution allowed without prior approval of the Engineer.
- C. Compact asphalt pavement by maximum density method MnDOT 2360.3.D.1.
 - 1. Take mat density core within 24 h after compaction or the Department will fine the Contractor \$100 per working day per lot until cores taken.
 - 2. At minimum one lot per mix per day of paving unless expressed by the Engineer in writing that cores are not necessary.

- D. Provide mix design to Engineer for approval prior to placing mix on the project. No recycle mix will be allowed on the wear course mixture.
- E. Tickets provided shall have the mix designation as well as the Mix Design Report (MDR) number printed on them.
- F. The unit price shall include all work of constructing the asphalt surfacing as specified, including patch areas. Any milling or clean up of headers prior to placement of wear course mixture shall be incidental.
- G. Tack Coat: Comply with MnDOT 2357. Incidental to Wearing Course Mix.
- H. Testing: In accordance to MnDOT 2360 and the Schedule of Materials Control or as determined by the Engineer.
- I. Pavement smoothness requirements: Comply with MnDOT 2399D.3 (straight edge).

2.10 CONCRETE WORK

- A. Measurement and Payment:
 - 1. Curb and gutter: By length in linear feet along face of curb at gutter line for each type of curb & gutter.
 - 2. Driveways: By area in square yards for each thickness.
 - 3. Pedestrian ramp: As square foot Sidewalk.
 - 4. Truncated dome: By square foot.
 - 5. Walk: By area in square feet or square yard for each thickness.
 - 6. Shelter Footing/Foundation Pad: By area in square yards or square feet, including steel reinforcement.
 - 7. Steps: Per each.
 - 8. Aggregate base: Incidental to associated concrete bid item.
- B. Protection:
 - 1. Protect concrete work from damage until acceptance of Work.
 - 2. Remove and replace if damaged at no additional cost to City.
- C. Mix:
 - 1. Class **A or B**.
 - 2. Submit name and address of transit-mix concrete supplier, plus catalog information on admixtures or agents included in mix.
 - 3. Manual placement: Mix No. 3F52.
 - 4. Slip-form placement: Mix No. 3F32.
- D. Concrete Washout:
 - 1. Contain all liquid and solid wastes generated by concrete washout operations in a leak-proof containment facility or removable container. Maintain per manufacturers recommendations.
 - 2. Incorporate the BMP of an impermeable catchment device to retain all water and concrete slurry material.
 - 3. Concrete basin construction not allowed.
 - 4. Service when 3/4 full.
 - 5. No in-ground washout will be allowed.
 - 6. Not allowed onto project streets or behind curb.
 - 7. Dispose of washout water and concrete slurry in accordance with federal, state, and local laws.
 - 8. Concrete washout is incidental to mobilization.
- E. Concrete Driveway – MnDOT 2531:
 - 1. Provide aggregate base per detail on Design.
 - 2. Construct minimum concrete residential driveways according to Drawings and to match existing driveways. Minimum concrete thickness is 6-inches.

3. Construct 8-inch concrete commercial, apartment, or alley driveways according to Drawings and to match existing driveways.
4. Place aggregate base by Quality Compaction Method.

F. Curb and Gutter:

1. Existing Curb: Repair damages to existing curb and replace curb removed for installation of utilities or to improve drainage, as determined by Engineer.
2. Foundation:
 - a. 12 inches of compacted Class 5 aggregate base or proposed road section.
 - b. Excavated, shaped, and compacted to firm, uniform bearing surface, conforming to planned section and established grade.
 - c. Remove and replace unsuitable subgrade soils.
 - d. Incidental to curb and gutter construction.
3. Concrete: Comply with MnDOT 2531.
4. Reinforcement:
 - a. No. 3 deformed reinforcement bars meeting MnDOT 3301 grade 60.
 - b. 8-inch long bars.
 - c. Embed 4 inches into curb.
 - d. Place 2.5 feet on center at elevations shown on Drawings or at catch basins as directed by the engineer in the field.
 - e. Incidental to curb construction.

G. Sidewalk:

1. Comply with MnDOT 2521.
2. Provide 4-inch, 5-inch, or 6-inch concrete with base as shown on the drawings.
3. Place base by Quality Compaction Method.
4. Use vibratory screed for all sidewalk construction.
5. Comply with American Disabilities Act requirements. All non-compliant construction shall be removed and replaced at expense of Contractor at the request of Engineer.

H. Steps: Construct in accordance with Drawing Detail.

I. Pedestrian curb ramps:

1. Install pedestrian curb ramps at each intersection where new walk is installed.
2. Comply with details on Drawings.
3. Ramps to be truncated and a MnDOT approved product. Stainless steel is not acceptable.
4. Comply with American Disabilities Act requirements. All non-compliant construction shall be removed and replaced at expense of Contractor at the request of Engineer.

END OF SECTION

SECTION 31 23 33

TRENCH EXCAVATION AND BACKFILL

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Insulation Board Polystyrene
2. Removal and Abandonment of Pipe
3. Trench Excavation for Pipe Systems
4. Trench Foundation Stabilization
5. Dewatering
6. Pipe Bedding and Backfill

B. Description of Work

1. Excavate trench for pipe installation.
2. Stabilize trench and install pipe bedding materials.
3. Place backfill material in trench.
4. Material use designation:
 - a. Granular foundation: Placed below bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
 - b. Granular bedding: Placed below pipe springline prior to pipe installation to facilitate proper shaping and to achieve uniform pipe support.
 - c. Granular encasement: Placed below an elevation one foot above top of pipe, after pipe installation, for protection of pipe and to ensure proper filling of voids or thorough consolidation of backfill.
 - d. Granular backfill: Placed below top of subgrade of road as second stage of backfill to minimize trench settlement and provide support for surface improvements.
 - e. In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

C. Measurement and Payment

1. Items incidental to installation of utility, unless shown as Bid Item:
 - a. Standard trench excavation.
 - b. Removal and disposal of unsuitable backfill material encountered during standard trench excavation.
 - c. Removal of abandoned private utilities encountered during trench excavation.
 - d. Removal of existing pipe.
 - e. Fittings and material needed to sand fill existing pipe.
 - f. Sawcutting, removing, and re-testing in-place pipes and manholes.
 - g. Connecting storm drain to in-place structures.
 - h. Furnishing and placing granular bedding and encasement material.
 - i. Placing and compacting backfill material.
 - j. Dewatering.
 - k. Sheet piling, shoring, bracing.
 - l. Adjusting moisture content of excavated backfill material to the range specified for placement and compaction.
2. Rock Excavation:
 - a. Incidental to installation of utility.
3. Trench Foundation:
 - a. Incidental to installation of utility.

4. Replacement of Unsuitable Backfill Material:
 - a. Incidental to installation of utility.

1.02 REFERENCES

- A. Specifications Supplemented or Modified by this Section:
 1. The Minnesota Department of Transportation (MnDOT) Standard Specifications for Highway Construction, latest edition.
 2. MnDOT Technical Memorandum 12-01-B-01.

1.03 SUBMITTALS

- A. Gradation reports for bedding materials from approved Independent Testing Laboratory.
- B. Results of required testing.
- C. Dewatering plan.

1.04 SITE CONDITIONS

- A. Provide trench dewatering if groundwater surface is above or within 3 feet of pipe zone.

1.05 QUALITY CONTROL

- A. Provide a certified competent person during all excavation activities and adhere to 40 CFR excavation safety regulations.

1.06 WARRANTY

- A. Repair all trench settlements and resulting damage or displacement of surface facilities that occurs within 1 year after date of final payment. Restore as directed by Engineer to maintain an acceptable surface condition without cost to City.
- B. Settlement of Road Surfaces: Settlement in excess of one inch and within the guarantee period, shall be considered failure of the mechanical compaction, and Contractor will be responsible to repair such settlement, including all items placed by others.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Aggregate: Natural or synthetic mineral aggregate such as sand, gravel, crushed rock, crushed stone, or slag.
- B. Foundation Material: Crushed rock, 1-1/2-inch dust-free, clean; or other coarse crushed rock approved by Engineer.
- C. Bedding and Encasement Material:
 1. Meet MnDOT 3149.2B2, Granular Borrow.
 2. Existing granular material on site may be used as directed by Engineer.
 3. Minimum thickness of 6 inches.
 4. Shaped to accommodate 15 percent of the outside diameter of the pipe.
- D. Backfill Materials: Meet MnDOT 3149.2D.
- E. Backfill Materials Excavated from Trench:
 1. Suitable materials: Inorganic mineral soil meeting MnDOT 3149.2D.
 2. Unsuitable materials:
 - a. High swelling clays.

- b. Individual stones or concrete chunks larger than 6 inches and averaging more than one per each cubic foot of soil.
 - c. Frozen materials.
 - d. Stumps, logs, branches, and brush.
 - e. Trash, metal, or construction waste.
 - f. Soil in clumps or clods larger than 6 inches, and without sufficient fine materials to fill voids during placement.
 - g. Environmentally contaminated soils.
 - h. Materials removed as rock excavation or over-excavation.
 - 3. Topsoil: use only as topsoil outside of pavement, unless otherwise allowed by the Engineer. Do not use in pipe embedment zone.
- F. Suitable Excess Material from other Areas of Project: If needed for roadway or embankment areas, transport and install such material at no additional cost to City.

2.02 LEAN MIX OR FLOWABLE FILL BACKFILL FOR PIPE SUPPORT

- A. Where the presence of many utilities and utility crossings will limit acceptable backfill and compaction of trench soils, Contractor may utilize a lean mix backfill at the discretion of the Engineer.
- B. Payment for lean mix backfill utilized for pipe support: Incidental to the Work.
- C. Lean mix backfill may also be utilized for filling of abandoned pipe, but shall be incidental to pipe removal, with no additional compensation.

2.03 INSULATION BOARD POLYSTYRENE

- A. Requirements:
 - 1. Meet requirements of MnDOT 3760.
 - 2. Type IV.
 - 3. Minimum R-value: 5.0
 - 4. Minimum compressive strength: 25 psi
 - 5. Maximum water absorption: 0.1 percent by volume
 - 6. Maximum water vapor permeance: 1.1 perm
- B. Provide Styrofoam square edge by Dow Chemical Company or Engineer-approved alternate.

2.04 MISCELLANEOUS MATERIAL

- A. Other miscellaneous material required in the Work but not specifically mentioned, shall be new, unused, undamaged, and of a quality equal to the materials specified, and shall be submitted to, and approved by, the Engineer prior to its use.

PART 3 EXECUTION

3.01 PROTECTION

- A. Protect existing facilities, trees, shrubs, and other surface improvements from damage during trench excavation.
- B. Protect inverts of other utility pipes from accumulation of debris and soil.

3.02 REMOVAL AND ABANDONMENT OF PIPE

- A. Watermain, sanitary sewer, and storm sewer pipe to be replaced and which does not conflict with the installation of the new utilities or remain within 2 feet of final grade, may be left in place and abandoned.
 - 1. Verify location of beginning and end of lines prior to abandonment.
 - 2. Remove existing lines where possible.

3. Where not possible:
 - a. Cut open ends of line.
 - b. Fill existing pipes with flowable fill or blown full with silica sand
 - c. Bulk-head shut ends of exposed pipes with non-shrink concrete grout at thickness of not less than 1 pipe diameter.
 - d. Provide riser pipe on each end of pipe to blow pipe full of sand.
- B. Existing Vitrified Clay Pipe (VCP):
 1. Existing vitrified clay pipe (VCP) that is found within the immediate open trench area shall be crushed in place.
 2. Crushing in-place vitrified clay pipe shall be incidental.
 3. At locations where the pipe is located too far outside the immediate trench area of the new utility, the in-place VCP shall be removed or bulkheaded and filled.
 4. Do not use crushed VCP material in the immediate bedding zone of new utilities.

3.03 REMOVAL OF SURFACE IMPROVEMENTS

- A. Limit to actual needs for installation of pipeline and appurtenances, based on allowable trench width and other controls imposed in connection with the Work.
- B. Debris resulting from removals shall become property of Contractor and disposed of by Contractor away from site.
- C. The use of drop weight equipment for breaking pavement will be Contractor's responsibility for damages caused. The Engineer reserves the right to order drop weight breaking operations to cease at any time.

3.04 ESTABLISHMENT OF LINE AND GRADE

- A. Primary line and grade: Established by Engineer.
- B. Will be set parallel to proposed pipeline at appropriate offset for pipe installation.
- C. Will be set at each change in line or grade and as needed for pipeline appurtenances and service lines.
- D. Preservation of primary stakes: Contractor responsibility.

3.05 TRENCH EXCAVATION

- A. Notify Engineer prior to starting excavation activities.
- B. Remove topsoil to minimum depth of 12 inches and stockpile.
- C. Excavate trench to required elevations and dimensions as staked.
 1. Center trench on pipe alignment.
 2. Minimum width: Pipe outside dimension plus 12 inches.
 3. Maximum width: Pipe outside dimension plus 24 inches (except rock excavation).
 4. Extra width to permit convenient placement of sheeting and shoring and to accommodate placement of appurtenances may be authorized by Engineer, without additional compensation.
 5. Shape trench bottom to conform to pipe.
 6. Excavate bell holes to permit proper jointing.
- D. Rock or Unstable Soils in Trench Bottom
 1. Engineer to determine stability of trench bottom for utility installation.
 2. For unstable trench bottom, excavate below pipe grade to specified depth.
 3. Remove rock, rubbish, boulders, debris, and other unsuitable backfill materials minimum 6 inches below.
 4. Refill with specified foundation material in accordance with Drawing details and compact.
- E. Excavated Material:
 1. Place excavated material away from trench.
 2. Grade spoil piles to drain. Do not allow spoil piles to obstruct drainage.
 3. Do not place on sidewalk, driveways, drainageways.

- F. Unsuitable Backfill Material:
 - 1. If encountered, notify Engineer.
 - 2. Keep unsuitable backfill material separated from suitable backfill material and topsoil.
- G. Trench Protection
 - 1. Install adequate trench protection (sheeting, shoring, and bracing) as required to prevent ground movement or damage to adjacent structures, pipelines, and utilities. Any damage to the Work or to adjacent structures of property caused by settlement, water or earth pressures, slides, cave-ins, or other causes due to failure or lack of sheeting, shoring, or bracing, or through negligence or fault of the Contractor in any manner, shall be repaired at the Contractor's expense and without delay.
 - 2. Move trench protection carefully to avoid disturbing pipe, bedding, or trench wall.

3.06 DEWATERING

- A. Maintain water levels below the bottom of trench excavation.
- B. Perform dewatering operation according to dewatering plan approved by Engineer. Modifications may be made to meet actual field conditions with approval of Engineer.
- C. Ensure operation of dewatering system does not damage adjoining structures and facilities. Stop dewatering operations and notify Engineer if damage is observed.
- D. Discharged water:
 - 1. Do not discharge water into sanitary sewers.
 - 2. Discharge into storm sewer only with approval of Engineer.
 - 3. Obtain permission of adjacent property owner prior to discharging water onto their property.
 - 4. Maintain and control water discharge as necessary to prevent a safety hazard for vehicular and pedestrian traffic.
 - 5. Direct water discharge away from electrical facilities or equipment.
 - 6. Use dewatering equipment that will minimize disturbance from noise and fumes.
 - 7. Meet requirements of Stormwater Pollution Prevention Plan (SWPPP).
- E. Granular foundation material used as a trench dewatering aid shall not be compensated as foundation material.

3.07 PIPE BEDDING AND BACKFILL

- A. General:
 - 1. Bedding and backfill used for pipe installation will depend on:
 - a. Type of installation (watermain, sanitary sewer gravity main, sanitary sewer forcemain, or storm sewer).
 - b. Pipe material.
 - c. Depth of bury.
 - d. Pipe diameter.
 - 2. Adjust the moisture content of excessively wet, but otherwise suitable, backfill material by spreading, turning, aerating, and otherwise working material as necessary to achieve required moisture range.
 - 3. Adjust the moisture content of excessively dry, but otherwise suitable, backfill material by adding water, then turning, mixing, and otherwise blending the water uniformly throughout the material until the required moisture range is achieved.
 - 4. Compaction of materials within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods.
 - 5. Hydraulic compaction (flooding with water) is not allowed unless authorized by Engineer.
 - 6. Surplus or waste materials remaining after completion of backfilling operations shall be disposed of in an acceptable manner within 7 days after completing the backfill work on each particular pipeline section.
- B. Pipe Bedding:
 - 1. Comply with MnDOT Technical Memorandum 12-01-B-01 for width and placement.
 - 2. Granular foundation:
 - a. Place in 6-inch lifts. Consolidate and moderately compact.

- b. Depth: From springline of pipe to depth specified by the engineer in the field below the pipe in 1/2 foot increments (neat line computed quantity).
 - c. Shape to evenly support pipe at proper line and grade, with full contact under bottom of pipe. Excavate for pipe bells.
 - 3. Use suitable backfill material with pressure pipe. Shape to evenly support pipe at proper line and grade, with full contact under bottom of pipe. Excavate for pipe bells.
 - 4. Bedding and encasement placement:
 - a. Place encasement material for concrete pipes to mid-point of outside diameter of pipe.
 - b. Encasement material for all other pipes: Minimum 12 inches over top of pipe.
- C. Haunch Support:
 - 1. Place in 6-inch lifts.
 - 2. Granular material:
 - a. Class 1 material.
 - b. Consolidate and moderately compact.
 - 3. Backfill material: Suitable inorganic material.
 - 4. Embedment and encasement material:
 - a. Use lean mix backfill in lieu of other haunch materials if required.
 - b. Secure pipe against displacement or flotation prior to placement.
- D. Final Trench Backfill:
 - 1. Place suitable backfill material from one foot above top of pipe to top of trench.
 - 2. Use maximum 8-inch-thick lifts for backfill areas more than 3 feet below bottom of pavement.
 - 3. Use maximum 6-inch-thick lifts for backfill areas less than or equal to 3 feet below bottom of pavement.
 - 4. Place backfill after recording locations of connections and appurtenances or at direction of Engineer.
 - 5. Compaction of backfill within roadbed areas to meet density requirements of MnDOT 2105.
 - 6. In areas to remain unpaved, terminate backfill material 6 inches below finished grade. Use topsoil for the final 6 inches above trench backfill material.
 - 7. Terminate backfill material at subgrade elevation in areas to be paved.
 - 8. Fine grade street subgrade to staked elevation and cross section.

3.08 INSULATION

- A. Place in accordance with Standard Plate or as directed by Engineer in the field.

3.09 TRENCH COMPACTION TESTING

- A. If Contractor's responsibility, provide testing of trench backfill material using the services of an independent testing laboratory approved by Engineer.
- B. Soil Testing: Use MnDOT Schedule of Material Controls, unless otherwise shown on Drawings.

3.10 PIPE CLEARANCES AND CONFLICTS

- A. Provide clearance between sewers and watermain as follows:
 - 1. Maintain 10-foot horizontal between pipes.
 - 2. Maintain 18-inch vertical separation between pipes.
- B. When 18-inch vertical separation between sewer and watermain cannot be maintained, provide special pipe crossing as follows:
 - 1. Advise Engineer of pipe conflict and get approval to proceed.
 - 2. Construct sewer using pipe material and joints equal to watermain at crossing point.
 - 3. Center pipe lengths at crossing point.
 - 4. Provide special foundation material for both pipes.
 - 5. Place insulation as directed.

3.11 CLEAN-UP

- A. Provide initial clean-up on daily basis.
- B. Modify specified mounts only as necessary to prevent adverse affects on normal drainage patterns.
- C. Complete final clean-up prior to final inspection, including:
 - 1. Restoration of specified mounds should backfill settlement occur before final clean-up.
 - 2. Stockpile and remove 4-inch and larger rock at the surface.
- D. Final repair of backfill settlement:
 - 1. Accomplish prior to end of warranty period.
 - 2. Backfill in non-compacted trench areas shall be allowed to settle over one growing season prior to final repair.
 - 3. Complete final repair within 30 calendar days of notification by City. If unable to mobilize sufficient equipment to site to accomplish the Work in a timely manner, the City may notify Contractor of City's intent to complete final repair and bill the costs thereof to Contractor and/or Bonding Company.

END OF SECTION

SECTION 32 33 10

BUS TRANSIT SHELTER AND FURNISHINGS

PART 1 GENERAL

1.01 SUMMARY

- A. General
 - 1. The work specified includes the design and fabrication of Prefabricated Outdoor Shelters, including frame, glazed wall panels, glazed roof and benches if required.
 - 2. All products shall be domestically manufactured in the U.S.A.
- B. Specifications referenced
 - 1. The Minnesota Department of Transportation (MnDOT) *Standard Specifications for Highway Construction*, current edition.
 - 2. MnDOT Schedule of Materials Control, current year.
- C. Method of Measurement:
 - 1. Bus Stop Shelter and Solar Lighting: Each for each type and size.
 - 2. Bus Stop Bench: Each for each type and size.
- D. Basis of Payment:
 - 1. Shelter: Paid by each for each type and size indicated in the bid documents.
 - 2. Solar Lighting: Incidental to Shelter
 - 3. Bench: Paid by each for each type and size indicated in the bid documents.
- E. Submittals:
 - 1. Certificates of Compliance from manufacturer certifying products meet requirements.
 - 2. Proposed final product information from manufacturer.

PART 2 MATERIALS

2.01 SHELTER

- A. Manufacturers/Model:
 - 1. Handi-Hut 4-2WSR (10' x 5') Dark Bronze finish including following specs/accessories
 - a. Closure panels in Dark Bronze finish
 - b. Bench
 - c. Standing Seam Hip roof (Black)
 - d. Non-illuminated Ad Box
 - e. Solar Light Kit
 - f. Schedule Holder
 - 2. Handi-Hut 6-2WSR (15' x 5') Dark Bronze finish including following specs/accessories
 - a. Closure panels in Dark Bronze finish
 - b. Bench
 - c. Standing Seam Hip roof (Black)
 - d. Non-illuminated Ad Box
 - e. Solar Light Kit
 - f. Schedule Holder
 - 3. Handi-Hut 3-1 (7'-5" x 2'-8") Dark Bronze finish including following specs/accessories

- a. Closure panels in Dark Bronze finish
 - b. Bench
 - c. Standing Seam Hip roof (Black)
 - d. Non-illuminated Ad Box
 - e. Solar Light Kit
 - f. Schedule Holder
- 4. Or Approved Equal
 - a. Equivalent substitute makes/models must be reviewed and approved by the Owner and Engineer prior to being considered as an equal substitute product.
- B. Design Requirements
 - 1. Each shelter shall consist of a structural aluminum frame with glazed rear, side walls, windscreen if required and glazed vaulted barrel roof.
 - 2. The walls shall be glazed full height with 10" ventilation space at bottom.
 - 3. Benches directly mounted to or built into shelter system shall be furnished as indicated.
 - 4. The shelter shall be fabricated in the minimum number of parts or sections which can be transported to each site in their pre-glazed sections.
 - 5. Fabrication methods shall provide for ease in erection.
 - 6. The frame shall be designed to be stable with or without wall glazing and plastic roof panels.
 - 7. The shelter, including connections, components and anchorage, shall be tamperproof.
 - 8. The shelter, including the structural frame, glazing and roof domes, shall be capable of withstanding a minimum wind-load of 90 MPH.
 - 9. The roof shall be capable of supporting a uniformly distributed load of 40 pounds per square foot or a separate concentrated load of 200 pounds placed at any location on the roof or fascia without permanent deformation. Higher load capacities can be achieved but may require manufacturer professional engineering service.
- C. Aluminum
 - 1. All structural and framing members including the fascia shall be extruded aluminum of 6063-T52 alloy not less than 1/8 inch in thickness
- D. Glazing
 - 1. Wall panels shall be 1/4" Clear tempered glass (Standard), acrylic, polycarbonate, or Abrasion Resistant coated polycarbonate (as specified).
 - 2. Gasketing around windows and Barrel or Poly-Hip roof panels shall be extruded PVC dry set splines, which shall be black in color.
 - 3. Hot or cold poured sealants will not be permitted.
 - 4. Roof shall be glazed or panelized as follows:
 - a. Dome Roof – 1/4" Acrylic Dome(s) Dome size not to exceed 5' x 10' - Seams and edges sealed with GE 2000 Silicone
 - b. Flat Roof – 1/4" Endurex 300 Composite Panels. Seams and edges sealed with GE 1000 Silicone
 - c. Barrel, Poly-Hip, or Sloped Roofs - 1/4" thick Twin-wall polycarbonate.
 - d. Standing Seam and Historical Roofs – ATAS Dutch Seam Aluminum Decking, .040" Thick, 11" Wide

2.02 BENCH

- A. Manufacturer:
 - 1. Exposition Contour Bench
 - a. Manufacturer: Anova Furnishings
 - b. Dimensions: 33"H x 25"W x 63"L (5' model)
 - c. Options: None
 - d. Finish: Submit Samples for Approval
 - 2. Or Approved Equal.

PART 3 EXECUTION

3.01 GENERAL

3.02 SHELTER CONSTRUCTION

- A. Maximum horizontal span of any panel shall not exceed 30".
- B. All wall panels shall be factory glazed into aluminum sub-frames with minimum depth engagement of 3/4".
- C. Panel sub-frames shall be attached to vertical and horizontal structural mullions with 3/16" diameter rivets on approximately 13" centers.
- D. Each shelter shall be supported by vertical 2 1/2"x2 1/2" aluminum tube corner mullions anchored at base and supporting the roof, rear wall and side walls. Intermediate vertical mullions shall be 2 1/2" x 1 1/2" aluminum tubing.
- E. Mullion connections shall be by means of extruded aluminum "U" channels 2 1/4"x2 1/4" or I 1/4"x2 1/4" with tapered edges.
- F. All wall sections shall have structural horizontal members along top and bottom edges.
- G. Horizontal and vertical mullions shall be factory attached directly to each other. The fasteners shall be completely hidden when shelter is field installed.
- H. The final assembly shall provide a clean, neat, unobtrusive and tamperproof structure free of sharp or irregular edges or corners.
- I. Anchor flanges shall be cast aluminum with minimum height of 5" to provide up to 3" vertical adjustment for possible unlevel site conditions.
- J. All mounting hardware shall be factory supplied.
- K. Roof shall be completely factory assembled if roof is no larger than 15' long by 7'-6" deep.
- L. Roof panels shall be factory glazed.
- M. Roof fascia shall be 1/8" extruded aluminum 3" or 6" high.
- N. Fascia shall incorporate an integral gutter with 5/8" x 1/4" weep holes in back of shelter for drainage.
- O. Roof fascia shall have both corner keys and alignment plates secured with 3/16" diameter rivets.
- P. Under no circumstances will corner keys be dependent upon mere pressure fit. Each corner key shall be secured with a total of six rivets, three on each face, through both the roof fascia and corner key. Rivet shall match the finish of roof fascia.
- Q. The roof fascia extrusion shall have an inside lip facing downward which shall overlap the inside surface of the wall assembly. This lip shall have factory drilled clearance holes for factory supplied 3/16" diameter rivets on approx. 20" centers. Through these holes, holes shall be chased into the top horizontal wall mullion in the field, then the roof assembly secured to the wall assembly with the factory supplied rivets. Any subsequent upward windload force under the roof shall be resisted by shear strength of the rivets.
- R. The roof assembly shall not be fastened down to the top of the wall sections with sheet metal screws whereby any upward force is resisted by the screw threads in tension.

3.03 BENCHES

- A. Examination
 - 1. Verify proper installation of mounting surfaces, preinstalled anchor bolts, and other mounting devices; and ready to receive site furnishing items.
 - 2. Do not begin installation until unacceptable conditions are corrected.
- B. Installation
 - 1. Install site furnishings in accordance with approved shop drawings, and manufacturer's installation instructions.
 - 2. Provide level mounting surfaces for site furnishing items.
- C. Closeout
 - 1. Restore equipment to like new condition after installation.
 - 2. Remove and haul away any garbage or debris as a result of installation.

3. Register and provide warranty information in owners name.

END OF SECTION

SECTION 32 92 00

SITE RESTORATION

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Soil preparation.
 - 2. Seeding.
 - 3. Perimeter protection.
 - 4. Rolled Erosion Control Products.
 - 5. Rapid Stabilization, Method 3.
 - 6. Maintenance.
 - 7. Street Sweeping.
- B. Measurement
 - 1. Topsoil: per cubic yard.
 - 2. Seeding: per acre.
 - 3. Seed mix: incidental to seeding per acre.
 - 4. Mulch: incidental to seeding per acre.
 - 5. Hydraulic Matrix: per pound.
 - 6. Fertilizer: incidental to seeding per acre.
 - 7. Perimeter protection: per linear foot.
 - 8. Rolled erosion control products: per square yard.
- C. Payment
 - 1. Payment will be at the Contract Unit Price for actual quantity of each item. No payment will be made for items damaged due to Contractor's neglect or unauthorized operation.
 - 2. Items that are not bid but are necessary for construction are incidental.
- D. Submittals:
 - 1. Sod: Certification from grower stating grass varieties contained in sod and date of cut.
 - 2. Seed: Provide label showing purity, germination, name and type of seed, dealer's guarantee, and dates of test.
 - 3. Fertilizer: 10 -10-10 analysis, commercial grade
 - 4. Hydraulic Matrix: Hydraulic Mulch

PART 2 MATERIALS

2.01 MATERIALS

- A. Topsoil:
 - 1. New, imported material.
 - 2. Topsoil from site must be approved by Engineer.
 - 3. Screened and pulverized, ready to be fine graded.
 - 4. Dry, loam top soil meeting requirements of MnDOT Table 3877-2
 - 5. Without weeds, roots, and other objectionable material.
- B. Seed:
 - 1. Meeting the requirement of MnDOT 3876
 - 2. MnDOT Seed Mixture

- a. 22-111; apply at rate of 100 pounds per acre.
 - b. 25-141; apply at rate of 70 pounds per acre.
 - c. 25-131; apply at rate of 220 pounds per acre.
 - d. 25-151; apply at rate of 150 pounds per acre.
- C. Mulch: Straw, MnDOT 3882 Type 1.
- D. Hydraulic Matrix: MnDOT 3884 Type hydraulic mulch.
- E. Fertilizer: MnDOT 3881
 - 1. Type 1 - Commercial fertilizer 10-10-10 analysis
 - 2. Dry and free-flowing when applied.
- F. Perimeter Protection: Use one of methods specified in MnDOT 2573 or method approved by Engineer.
- G. Rolled Erosion Control Products: Provide Category 30 blanket, meeting MnDOT 2575 and 3885.

PART 3 EXECUTION

3.01 SOIL PREPARATION

- A. Remove all undesirable weeds as directed by Engineer.
- B. Area to be free of rocks, stones, lumps, debris, or other items.
- C. Re-grade damaged areas to re-establish original ground topography.
- D. Place topsoil materials as required to re-establish grade and to minimum 6 inches in depth unless shown otherwise on the plans. Rake surface until smooth and of uniform fine texture immediately prior to landscaping.

3.02 SEEDING

- A. Seed all disturbed areas not receiving sod.
- B. Seed:
 - 1. MnDOT 2575 and 3876
 - 2. Use drill seeder or other methods approved by engineer.
 - 3. Broadcast seeding not allowed.
- C. Mulch: MnDot 2575
 - 1. Disc anchor into soil.
 - 2. Supply at a rate of 2 tons per acre.
 - 3. Mulch seed beds within 24 hours.
 - 4. Remove mulch materials from plant materials, fences, concrete, and other areas, except for seed bed.
- D. Hydraulic Matrix:
 - 1. MnDOT 2575 and 3884
 - 2. Type Hydraulic Mulch
- E. Fertilizer
 - 1. Apply at a rate of 300 pounds per acre prior to seeding.
 - 2. Rake lightly into top 1/8 inch of soil just prior to seeding operation.
 - 3. Adhere to seeding schedule on Erosion Control Plan.

4. Sweep up spilled fertilizer.
5. Do not apply water to spilled fertilizer.

3.03 PERIMETER PROTECTION

- A. Placement as shown on Drawings is minimum required.
- B. Place additional protection required due to Contractor's operation at no additional expense to City.

3.04 ROLLED EROSION CONTROL PRODUCTS

- A. MnDOT 2575
- B. Placement as shown on Drawings is minimum required.
- C. Additional blanket may be required due to site conditions.

3.05 RAPID STABILIZATION, METHOD 3

- A. MnDOT 2575
- B. Operations necessary to rapidly stabilize critical areas, to prevent off site sedimentation and/or comply with permit requirements.
 1. Perform at any time during the contract and within 7 days of grading completion.
 2. Conduct on small areas that may or may not be accessible with normal equipment.
- C. Slurry Mix
 1. Type Hydraulic Mulch at 350 pounds per 1000 gallons of slurry mix
 2. Water at 875 gallons per 1000 gallons of slurry mix
 3. Seed mixture 22-111 placed at a rate of 10 lbs per 1000 gal slurry mix
 4. Type 3 slow release fertilizer 10-10-10 placed at a rate of 50 lbs per 1000 gals slurry mix
- D. Application
 1. Variable depending on surface roughness, slope configuration, and degree of undulation.
 2. 6000 gallons normally needed per acre.
 3. Obtain 100 percent soil surface coverage.
 4. Inaccessible areas: pump mix through a hose.
- E. Measurement
 1. Per MGAL (1000 gallons) of slurry applied.
 2. No additional payment will be made for necessary reapplication or variations required due to surface roughness, slope configuration and degree of undulation.

3.06 SEEDING MAINTENANCE

- A. Maintain and repair for 30 days or until acceptance by City. Contractor shall be compensated via Control Erosion and Establish Vegetation should the Contractor perform acceptable maintenance.
 1. Maintenance period shall be extended to 60 days for seeding placed between June 15 and August 1.
 2. At no time shall seeding be delayed to avoid these requirements.
- B. Water to promote vigorous growth without erosion.
- C. Watering shall begin immediately after placement. Continue watering so the total of rainfall and watering is a minimum of one inch a week.

- D. Trucking of water, pumping, sprinkling operations, and equipment or materials are incidental to seeding and sodding.
- E. Provide weed control and mowing as necessary at no additional cost to City.
- F. Final payment will not be made until seed is properly established, as determined by the Engineer.

3.07 PROTECTION AND CLEANING

- A. Keep pavements clean and work area in an orderly condition during landscaping work.
- B. Protect landscape work and materials from damage due to landscape operations or by other contractors and trades.
- C. Maintain protection measures during installation and maintenance periods.
- D. Clean catch basins affected by the sodding and seeding operations.
- E. Street Sweeping:
 - 1. Sweep streets following completion of sodding and seeding operations.
 - 2. Complete sweeping within 24 hours.
 - 3. Use pick-up power sweeper and continue until all loose material is completely cleaned up to the satisfaction of Engineer.

3.08 CONTROL EROSION & ESTABLISH VEGETATION

- A. Maintain turf as necessary per 3.07 to establish vegetation.
- B. Repair any damage to slope due to erosion and supplement erosion control measures as necessary to prevent further damage.
- C. Contractor shall Control Erosion & Establish Vegetation for a minimum of one year from initial payment for bid item.
- D. Contractor shall scout site on a weekly basis for the first 90 days, and twice a month for the duration of the establishment period.
 - 1. Furnish scouting reports and work performed to the Engineer on Monthly Basis.

END OF SECTION

The following clauses are for inclusion into procurement documents, but can also be inserted into contractual agreements. However, additional clauses and certification may be required for contractual agreements.

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BOND REQUIREMENTS

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.
- (b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.
- (c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a

statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.
- b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 42 U.S.C. 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F.R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance

provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined

herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a

“covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS HIRING PREFERENCE

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Trent Nielsen - Partner hereby certify
(Name and title of official)

On behalf of Nielsen Concrete, LLC that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.,

Name of Bidder/Company Name: Nielsen Concrete, LLC

Type or print name: Trent Nielsen

Signature of authorized representative: Trent Nielsen Date 06 / 02 / 2026

Digitally signed by Trent Nielsen
Date: 2026.06.02 07:53:07
+10'00'

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspension,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: Nielsen Concrete, LLC

Signature of Authorized Official: Trent Nielsen Digitally signed by Trent Nielsen
Date: 2026.06.02 07:53:45 -0500 Date 06 / 02 / 2026

Name and Title of Contractor's Authorized Official: Trent Nielsen - Partner

BUY AMERICA CERTIFICATION STEEL OR MANUFACTURED PRODUCTS

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company	Nielsen Concrete, LLC			
Name	Trent Nielsen	Title	Partner	
Signature	Trent Nielsen	Digitally signed by Trent Nielsen Date: 2026.06.02 07:54:04 -05'07'	Date	06/02/2026

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company			
Name		Title	
Signature		Date	

"General Decision Number: MN20260237 01/02/2026

Superseded General Decision Number: MN20250237

State: Minnesota

Construction Types: Heavy and Highway

Counties: Blue Earth, Faribault, Le Sueur, Nicollet, Sibley
and Waseca Counties in Minnesota.

Heavy and Highway Construction Projects

Please refer to Minnesota Rules 5200.1100, 5200.1101, and
5200.1102 for definitions of labor classifications on this wage
determination, and direct any questions regarding such
classifications to the Branch of Construction Wage
Determinations.

Modification Number Publication Date
0 01/02/2026

SAMN2024-007 11/18/2024

	Rates	Fringes
ARTICULATED HAULER.....	\$ 41.81	26.40
ASBESTOS ABATEMENT WORKER.....	\$ 41.23	25.99
BOILERMAKER.....	\$ 48.35	31.93
BOOM TRUCK.....	\$ 42.12	25.00
CARPENTER.....	\$ 49.82	29.92
CEMENT MASON.....	\$ 51.23	26.22
ELECTRICIAN.....	\$ 48.37	26.13
FLAG PERSON.....	\$ 39.01	26.01
GROUND PERSON.....	\$ 33.40	16.30
HEATING AND FROST INSULATORS.....	\$ 43.90	23.05
IRONWORKER.....	\$ 44.85	35.72
LABORER: Common or General (GENERAL LABOR WORK).....	\$ 39.01	26.01
LABORER: Landscape (GARDENER, SOD LAYER AND NURSERY OPERATOR).....	\$ 30.04	21.16
LABORER: Skilled (ASSISTING SKILLED CRAFT JOURNEYMAN).....	\$ 39.01	26.01
LANDSCAPING EQUIPMENT (INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS).....	\$ 30.04	21.16
LINEMAN.....	\$ 50.86	23.06
MILLWRIGHT.....	\$ 35.13	24.98
OFF-ROAD TRUCK.....	\$ 41.81	26.87
PAINTER (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT		

MARKINGS).....\$ 33.91	23.49
PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT ((ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS).....\$ 33.91	
	23.49
Piledriver (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS).....\$ 49.46	
	30.23
PIPEFITTER/STEAMFITTER.....\$ 36.14	19.70
PIPELAYER (WATER, SEWER AND GAS).....\$ 42.51	
	26.01
PLUMBER.....\$ 35.59	20.35
POWER EQUIPMENT OPERATOR: (Highway/Heavy Group 2).....\$ 42.64	
	26.87
HELICOPTER PILOT; CONCRETE PUMP; ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB; DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS; GRADER OR MOTOR PATROL; PILE DRIVING; TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED	
POWER EQUIPMENT OPERATOR: (Highway/Heavy Group 3).....\$ 42.14	
	26.87
ASPHALT BITUMINOUS STABILIZER PLANT; CABLEWAY; CONCRETE MIXER, STATIONARY PLANT; DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY); DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS; DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER; FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS; LOCOMOTIVE CRANE OPERATOR; MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE; MECHANIC ON POWER EQUIPMENT; TRACTOR, BOOM TYPE; TANDEM SCRAPER; TRUCK CRANE, CRAWLER CRANE; TUGBOAT 100 H.P AND OVER	
POWER EQUIPMENT OPERATOR: (Highway/Heavy Group 4).....\$ 41.81	
	26.87
AIR TRACK ROCK DRILL; AUTOMATIC ROAD MACHINE (CMI OR SIMILAR); BACKFILLER OPERATOR; CONCRETE BATCH PLANT OPERATOR; BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER); BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON); BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS; CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS; CHIP HARVESTER AND TREE CUTTER; CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE; CONCRETE MIXER ON JOBSITE; CONCRETE MOBIL; CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT; CURB MACHINE; DIRECTIONAL BORING MACHINE; DOPE MACHINE (PIPELINE); DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL; DUAL TRACTOR; ELEVATING GRADER; FORK LIFT OR STRADDLE CARRIER; FORK LIFT OR LUMBER STACKER; FRONT END, SKID STEER OVER 1 TO 5 C YD; GPS REMOTE OPERATING OF EQUIPMENT; HOIST ENGINEER (POWER); HYDRAULIC TREE PLANTER; LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE); LOCOMOTIVE; MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE; MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS; PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE; PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY; PIPELINE WRAPPING, CLEANING OR BENDING MACHINE; POWER PLANT ENGINEER, 100 KWH AND OVER; POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES; PUGMILL; PUMPCRETE; RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS; SCRAPER; SELF-PROPELLED SOIL STABILIZER; SLIP FORM (POWER DRIVEN) (PAVING); TIE TAMPER AND BALLAST MACHINE; TRACTOR, BULLDOZER; TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING; TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER; TUB GRINDER, MORBARK, OR SIMILAR TYPE; WELL POINT DISMANTLING OR INSTALLATION	

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 5).....\$ 38.99 26.87
 AIR COMPRESSOR, 600 CFM OR OVER; BITUMINOUS ROLLER (UNDER
 EIGHT TONS); CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED);
 FORM TRENCH DIGGER (POWER); FRONT END, SKID STEER UP TO 1C YD;
 GUNITE GUNALL; HYDRAULIC LOG SPLITTER; LOADER (BARBER GREENE
 OR SIMILAR TYPE); POST HOLE DRIVING MACHINE/POST HOLE AUGER;
 POWER ACTUATED AUGER AND BORING MACHINE; POWER ACTUATED JACK;
 PUMP; SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR);
 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER;
 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING
 SELF-PROPELLED SAND AND CHIP SPREADER; STUMP CHIPPER AND TREE
 CHIPPER; TREE FARMER (MACHINE)

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 6).....\$ 38.05 26.87
 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING
 DISK OR ROLLER; CONVEYOR; DREDGE DECK HAND; FIRE PERSON OR
 TANK CAR HEATER; GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING
 OR WASHING); GREASER (TRACTOR); LEVER PERSON; OILER (POWER
 SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING
 MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT); POWER SWEEPER;
 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING
 VIBRATING ROLLERS; TRACTOR, WHEEL TYPE, OVER 50 H.P.,
 UNRELATED TO LANDSCAPING

Survey Field Technician

(OPERATE TOTAL STATION, GPS
 RECEIVER, LEVEL, ROD OR RANGE
 POLES, STEEL TAPE
 MEASUREMENT; MARK AND DRIVE
 STAKES; HAND OR POWER DIGGING
 FOR AND IDENTIFICATION OF
 MARKERS OR MONUMENTS; PERFORM
 AND CHECK CALCULATIONS;
 REVIEW AND UNDERSTAND
 CONSTRUCTION PLANS AND LAND
 SURVEY MATERIALS).....\$ 35.00 11.00

TRAFFIC CONTROL PERSON
 (TEMPORARY SIGNAGE).....\$ 30.51 21.84

TRUCK DRIVER (Group 1).....\$ 33.00 13.15
 MECHANIC; TRACTOR TRAILER DRIVER; TRUCK DRIVER (HAULING
 MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED
 WINCHES)

TRUCK DRIVER (Group 2).....\$ 33.00 13.15
 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK

TRUCK DRIVER (Group 3).....\$ 31.00 15.65
 BITUMINOUS DISTRIBUTOR DRIVER; BITUMINOUS DISTRIBUTOR (ONE
 PERSON OPERATION); THREE AXLE UNITS

TRUCK DRIVER (Group 4).....\$ 33.43 20.30
 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER); DUMP
 PERSON; GREASER; PILOT CAR DRIVER; RUBBER-TIRED, SELF-
 PROPELLED PACKER UNDER 8 TONS; TWO AXLE UNIT; SLURRY OPERATOR;
 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER); TRACTOR
 OPERATOR, UNDER 50 H.P.

Tunnel Miner.....\$ 38.14 24.24

UNDERGROUND AND OPEN DITCH
 LABORER (EIGHT FEET BELOW
 STARTING GRADE LEVEL).....\$ 40.51 26.01

WIRING SYSTEM TECHNICIAN.....\$ 47.73 22.24

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA?", or "SC?" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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Date: July 15, 2026

Project: Transit Bus Stop Improvements	City Project No.: 11211
Contractor: Nielsen Concrete, LLC	Date of Contract: June 12, 2026

The Contract is modified as follows upon execution of this Change Order:

Description: The original as-bid contract pricing included bid items for Bus Stop Shelters, from Columbia Equipment Company. The City has requested pricing of the other acceptable manufacturer for the shelter products, Handi-Hut, which has resulted in lower unit pricing for each shelter bid item.

This change order will revise the proposed shelter units to the approved equal Handi-Hut manufacturer and includes revised unit pricing (deduction) and project quantities as noted in the table below.

Attachments:

AS-BID UNIT PRICING AND QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
12	BUS STOP SHELTER; 3-1PG W/SOLAR LIGHTING	EA	1.0	\$25,500.00	\$25,500.00
13	BUS STOP SHELTER; 4-2WSR W/SOLAR LIGHTING	EA	3.0	\$29,000.00	\$87,000.00
14	BUS STOP SHELTER; 4-2WSR W/SOLAR LIGHTING; FURNISH TO OWNER	EA	2.0	\$23,500.00	\$47,000.00
18	BUS STOP SHELTER; 4-2WSR W/SOLAR LIGHTING	EA	2.0	\$29,000.00	\$58,000.00
PREVIOUS TOTAL AMOUNT					\$217,500.00

PROPOSED CHANGE ORDER 01 REVISED UNIT PRICING AND QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
12	BUS STOP SHELTER; 3-1PG W/SOLAR LIGHTING	EA	1.0	\$20,750.00	\$20,750.00
13	BUS STOP SHELTER; 4-2WSR W/SOLAR LIGHTING	EA	3.0	\$24,250.00	\$72,750.00
14	BUS STOP SHELTER; 4-2WSR W/SOLAR LIGHTING; FURNISH TO OWNER	EA	2.0	\$18,750.00	\$37,500.00
18	BUS STOP SHELTER; 4-2WSR W/SOLAR LIGHTING	EA	1.0	\$24,250.00	\$24,250.00
NEW TOTAL AMOUNT					\$155,250.00

Original Contract Amount \$469,918.00

Total of previously approved Change Orders \$0.00

Contract Price prior to this Change Order: \$469,918.00

Net increase (decrease) of this Change Order: (\$62,250.00)

New Contract Price: \$407,668.00

CHANGE IN CONTRACT TIME: 0 days

Original date of substantial completion: September 30th, 2026

Net change in contract duration from previously approved Change Orders: 0 days

New date of substantial completion: September 30th, 2026

The Contractor shall not make claim of any kind or character whatsoever for any other costs or expenses which he may have incurred or which he may hereinafter incur in performing the work and furnishing the materials required by the agreement. All Change Orders that exceed \$100,000 or 10% of the total project cost must be approved by the City Council.

PREPARED

REVIEWED

RECOMMENDED

By: Kyle Renneke
Print Name

By: KJR
(Initials)

By: _____
City Engineer (Authorized Signature)

Date: 7/15/2026

Date: 7/15/2026

Date: _____

ACCEPTED

APPROVED

APPROVED

By: Joseph Frantz
Contractor (Authorized Signature)

By: _____
City Manager (Authorized Signature)

By: _____
Owner (Authorized Signature)

Date: 7/15/2026

Date: _____

Date: _____

☐ City Engineer (original)

☐ Contractor

☐ Resident Project Representative

☐ DSAE (for funding review-if necessary)



AGENDA RECOMMENDATION

Consent Calendar 6. J.

City Council Regular Meeting

Meeting Date: 07/27/2026

Agenda Item:

Resolution to accept MnDOT funding for the Airport Clear Zone Acquisition Plan.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Mankato Regional Airport Capital Improvement Program (CIP) includes a state fiscal year 2027 project to prepare a Clear Zone Acquisition Plan in accordance with the 2025 Minnesota Administrative Rule 8800.2400.

MnDOT Aeronautics notified the City that it accepted the project and will provide 70% funding (\$7,000), leaving 30% as local share (\$3,000). Upon acceptance of the funding, a grant contract is prepared.

To continue eligibility to request funds for the construction, improvement, or maintenance of the airport and to provide for the safety of aircraft operations and populations in runway approach zones, airports must own one hundred percent of all clear zones in fee-simple based on planned build-out conditions in accordance with the dimensions provided or prepare a clear zone acquisition plan.

Pursuant to April 1, 2024, Professional Services Agreement with TKDA, planning services will be conducted by TKDA to prepare the plan. The cost of the plan was determined by MnDOT for all airports.

Attachments

Resolution

**RESOLUTION TO ACCEPT MNDOT FUNDING FOR THE
AIRPORT CLEAR ZONE ACQUISITION PLAN PROJECT**

WHEREAS; the City of Mankato is the sponsor of the Mankato Regional Airport; and

WHEREAS; the Minnesota Administrative Rule 8800.2400 requires 100% ownership of all clear zones or preparation of a clear zone acquisition plan; and

WHEREAS; the clear zone provides for the safety of aircraft operations and people in the runway approach zones and the acquisition plan is required for continued eligibility for construction, improvement, or maintenance of the airport funding; and

WHEREAS; the project is included in the 2027 Airport Capital Improvement Projects; and

WHEREAS; MnDOT is providing 70% of the total project cost of \$10,000 leaving 30% or \$3,000 as local share; and

WHEREAS; the Planning Services for the project will be performed by TKDA, pursuant to the Professional Services Agreement dated March 2023.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato that the City Manager is authorized to accept the funds and execute the MnDOT Agreement.

This resolution shall become effective upon passage without further publication.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Mankato at a duly authorized meeting held on July 27, 2026.

Adopted this 27th day of July 2026.

Najwa Massad, Mayor

ATTEST: _____

Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

6. K.

Meeting Date: 07/27/2026

Agenda Item:

Resolution authorizing the use of City funds to replace private Lead and Galvanized service lines.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

In accordance with Federal law, the City of Mankato is actively planning for the replacement of all private lead and galvanized water service lines throughout the community. Current regulations require all lead and galvanized water service lines to be replaced by 2037. Over the past several years, staff have worked to compile a comprehensive inventory of private water service line materials. While substantial progress has been made, full cooperation from all property owners has not yet been achieved. Of the approximately 10,500 services in the City, approximately 200 have been identified to be lead or galvanized. Approximately 3,000 are still unknown. In Mankato, property owners own and are ultimately responsible for operation, maintenance and eventual replacement of their water service – including the replacement of lead and galvanized services.

The State of Minnesota has pledged to provide funding to municipalities to replace non-complying service lines through an annual grant program. The City intends to utilize State-provided funding to cover the cost of private service replacements to the extent such funding is available. This outside funding would provide significant relief to Mankato property owners that have lead and galvanized service lines. In 2026, the City applied for and received \$1,000,000 as an initial grant toward the City's overall replacement needs. The State's current program objective is to fund 100 percent of eligible lead and galvanized service line replacements, eliminating direct costs to property owners.

Phase 1 of the City's replacement program, utilizing 2026 grant funding, is a project to

replace non-conforming services within the West Mankato area, extending into the James Avenue and Mound Avenue neighborhoods as funding permits. Under current State requirements, grant funding is restricted to this identified project area. It is the City's intention to apply annually for State funding and to apply awarded funding toward identified project areas – thus systematically replacing lead and galvanized services at no homeowner cost.

A potential inequity exists when lead/galvanized service lines require replacement outside the State-approved project area. These situations may occur when:

- A leaking lead service line is discovered and requires immediate replacement.
- A lead service line is identified and replaced as part of a street reconstruction project.
- A sanitary service line is condemned by the Plumbing Inspector, necessitating replacement work, and the lead/galvanize water service is required to be replaced.
- Replacement is required outside the project window and between funding cycles.

Historically, homeowners in these situations have been responsible for the full replacement cost, typically ranging from \$5,000 to \$20,000. This creates a disparity between residents whose service lines are replaced, at no homeowner cost, through the State-funded program and residents who experience emergency or project-driven replacements before their area is included in a State-funded project.

To eliminate this disparity, it is recommended that the City annually allocate local water utility funds to cover the cost of these unanticipated private lead/galvanized water replacements. It is estimated that approximately six to ten unanticipated lead/galvanized replacements will occur annually at a total cost of up to \$1,000,000.

It is recommended that Council amend the 2026 Budget to allocate \$100,000 from the Water Utility Fund to cover unanticipated lead/galvanized water service line replacements that occur outside the City's State-approved annual Lead Service Line Replacement Project. A comparable amount would be included in future year budget requests.

Attachments

Resolution

**RESOLUTION AMENDING THE 2026 BUDGET TO FUND UNANTICIPATED LEAD AND
GALANIZED SERVICE LINE REPLACEMENTS**

WHEREAS, the City of Mankato has established a Lead Service Line replacement program approved by the Minnesota Department of Health; and

WHEREAS, the City of Mankato has been awarded funding in 2026 to cover the cost of private lead and galvanized water services in a specific project area; and

WHEREAS, special circumstances are anticipated that will require the unanticipated replacement of private lead and galvanize service lines outside the approved 2026 project area; and

WHEREAS, the City of Mankato wishes to provide funding for unanticipated lead and galvanized services consistent with the funding provided for services within the 2026 project area.

NOW THEREFORE, BE IT RESOLVED by the Council for the City of Mankato, Minnesota, that the 2026 Budget be amended to allocate \$100,000 from the Water Utility Fund to pay for the unanticipated replacement of private lead and galvanized water service lines that fall outside the 2026 project area funded by the State of Minnesota.

This Resolution shall become effective immediately and without publication.

Adopted this 27nd day of July 2026.

Najwa Massad
Mayor

ATTEST:

Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 6. L.

City Council Regular Meeting

Meeting Date: 07/27/2026

Agenda Item:

Resolutions considering bids on Capital Improvement Project 11200; Land of Memories Park; Accepting the DNR Outdoor Recreation Grant and also Authorizing City Manager to Direct Purchase Play System/Surfacing.

Recommendation/Action(s):

Adoption of the attached resolutions.

Summary:

On July 17, 2026, bids were opened for the Capital Improvement Project 11200; Land of Memories Park project. Five bids were received, with the low bid submitted by Dirt Merchant Inc. of \$268,074.25. The Engineer's Estimate for the project was \$294,580.50. The low bid amount did exceed the feasibility cost estimate which is a result of greater bid item specificity during final design and market cost escalation.

Staff recommends awarding the contract to Dirt Merchant, Inc. The contract has a fall substantial completion date of October 30, 2026, for the campground and playground grading and a substantial completion date for the remaining playground area for a fully functioning park of June 1, 2027. Action item – Adoption of resolution accepting bid.

As a cost saving and control measure, staff identified that the park equipment and play surfacing materials within the project could be directly purchased through a cooperative purchase agreement. The purchase and installation of custom play equipment, purchase and installation of the playground poured in place surfacing, and purchase and delivery of the playground's engineered wood fiber mulch were all identified as direct purchase options through Sourcewell. Pricing for the direct purchase materials has been previously provided in the enclosed quote documents. Updated quotes with extended expiration dates have been requested, but pricing is not expected to change. Staff are requesting authorization for a contract with Landscape Structures for an amount not to exceed \$215,000.00 for direct purchase of the custom park equipment,

which includes installation by certified installers. Staff are also requesting authorization for a contract with Flagship Recreation for an amount not to exceed \$117,000.00 to direct purchase and complete the installation of the playground poured in place surfacing. Action item – Adoption of resolution authorizing the City Manager to enter into a purchase agreement with Landscape Structures and Flagship Recreation through the Sourcwell Cooperative Purchasing Agreement.

The city was the successful recipient of grant funding under the Minnesota Department of Natural Resources (DNR) Outdoor Recreation Grant Program in the amount of \$200,000.00 Action item – Adoption of resolution authorizing the City Manager to enter into DNR agreement for Department of Natural Resources FY25 Outdoor Recreation Program Grant Funding Assistance.

Cost and funding for the proposed improvements:

LAND OF MEMORIES PARK

ITEM	COST
Mobilization, SWPPP and Removals	\$45,012.65
ADA, Site Restoration and Landscape	\$69,941.72
Playground Site and Walkway	\$153,119.88
SUBTOTAL SITE IMPROVEMENTS	\$268,074.25
CITY DIRECT PURCHASE (Play system/Surfacing)	\$325,192.62
TOTAL CONSTRUCTION	\$593,266.87
Construction Contingency	\$31,614.81
Engineering and Administration	\$55,855.65
Construction Services	\$64,500.00
TOTAL PROJECT COST	\$745,237.33

FUNDING SOURCE	AMOUNT	PERCENT
DNR Grant	\$200,000.00	26.8%
Parks CIP	\$545,237.33	73.2%
TOTAL FUNDS	\$745,237.33	100.0%

In the feasibility report, staff presented a total project budget of \$689,147.80. Staff is recommending executing a budget amendment to cover the remaining \$47,089.53 through an allocation of fund balance in the Parks Capital Fund. The current unrestricted balance stands at \$1,073,041.

Attachments

Resolution - Accepting Bids
Resolution - DNR Grant Agreement
Resolution - Purchase Agreement
Draft Contract

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR IMPROVEMENT NUMBER 11200

WHEREAS, a report has been prepared by city staff with reference to Improvement Number 11200, the improvement of Land of Memories Park, and that this report was received by the council on the 8th day of June, 2026, and

WHEREAS, the report provided information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and

WHEREAS, the report identified specific items within the project that could be purchased directly through a cooperative purchasing agreement; and

WHEREAS, staff utilized Sourcwell Cooperative Purchasing to obtain competitive bid pricing as required by Minnesota Law; and

WHEREAS, the items selected for direct purchase included custom park play equipment including installation, purchase and installation of playground poured in place surfacing, and purchase and delivery of the playground engineered wood fiber mulch for installation by the city's contractor.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MANKATO LOCATED IN MANKATO, MINNESOTA:

1. The City Manager is hereby authorized to enter into a purchase agreement in an amount not to exceed \$332,000 with Landscape Structures and Flagship Recreation for \$215,000 and \$117,000, respectively through the Sourcwell Cooperative Purchasing program in accordance with the requirement of law.

This resolution shall become effective upon its adoption.

Passed this 27th day of July, 2026

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk

**RESOLUTION OF THE MANKATO CITY COUNCIL AUTHORIZING THE CITY
MANAGER TO ENTER INTO DNR AGREEMENT(S) FOR DEPARTMENT OF
NATURAL RESOURCES FY25 OUTDOOR RECREATION PROGRAM
GRANT FUNDING ASSISTANCE FOR IMPROVEMENT NUMBER 11200; LAND OF
MEMORIES PARK**

WHEREAS, the City of Mankato, the “Applicant”, applied for and was notified of a funding award for an Outdoor Recreation Grant through the Department of Natural Resources, DNR, for the Land of Memories Park playground project; and

WHEREAS, the grant award is in the amount of \$200,000 and final processing of the application is underway; and,

WHEREAS, the City Council of Mankato City Council passed a resolution, resolution number 2024-0304-49, authorizing the submission of the grant, among other things; and

WHEREAS, the City of Mankato has obtained final cost estimates and bids for the Land of Memories Park project and is ready to proceed with the project; and

WHEREAS, the City of Mankato staff and legal counsel are reviewing the final Grant Agreement, declarations, and other requirements provided by the DNR for accessing the Outdoor Recreation Grant Program Grant funding and grant draw down.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the Mankato City Council of the City of Mankato on July 27, 2026.

SIGNED:

WITNESSED:

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE
AGREEMENT FOR IMPROVEMENT NUMBER 11200**

WHEREAS, a report has been prepared by city staff with reference to Improvement Number 11200, the improvement of Land of Memories Park, and that this report was received by the council on the 8th day of June, 2026, and

WHEREAS, the report provided information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and

WHEREAS, the report identified specific items within the project that could be purchased directly through a cooperative purchasing agreement; and

WHEREAS, staff utilized Sourcwell Cooperative Purchasing to obtain competitive bid pricing as required by Minnesota Law; and

WHEREAS, the items selected for direct purchase included custom park play equipment including installation, purchase and installation of playground poured in place surfacing, and purchase and delivery of the playground engineered wood fiber mulch for installation by the city's contractor.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MANKATO LOCATED IN MANKATO, MINNESOTA:

1. The City Manager is hereby authorized to enter into a purchase agreement in an amount not to exceed \$330,000 with Landscape Structures and Flagship Recreation for \$215,000 and \$115,000, respectively through the Sourcwell Cooperative Purchasing program in accordance with the requirement of law.

This resolution shall become effective upon its adoption.

Passed this 27th day of July, 2026

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk



landscape
structures®

[illegible]

Page 1 of 2

Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Project Scope *(This Section For Quotes Including Installation)***Inclusions:**

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

Exclusions (Unless Specifically Quoted):

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	Susan Arntz
Signature:	Date:
Purchase Amount: \$209,027.34	



Date 4/28/2026
 Expires 5/23/2026
 Quote: City of Mankato
 Contact: Susan Arntz
 Phone: 1-507-508-2378
 Email: sarntz@mankatomn.gov



Ship To:	Please Make PO's & Contracts Out To:
Land of Memories Park 100 Amos Owen Lane Mankato MN 56001	Flagship Recreation 11123 Upper 33rd St. N Lake Elmo, MN 55042
Bill To:	Please Remit Payment To:
City of Mankato 10 Civic Center Plaza PO BOX 3368 Mankato MN 56001	Flagship Recreation 11123 Upper 33rd St. N Lake Elmo, MN 55042

QTY	ITEM #	Description	UNIT PRICE	EXT. PRICE
		Land of Memories Park, TT705LoM502546140		
1	MOB	Mobilization	\$750.00	\$750.00
2	DUMPSTER	Dumpster - Disposal / Equipment Packing (30 Yard)	\$750.00	\$1,500.00
1	PER DIEM	Per Diem		\$2,738.00
		(Estimated total is based upon a per person/per day rate for food & lodging)		
0	FENCE	Construction Fence (LF)		By Others
0	SITE WORK	Excavation (new container) -12" below finished grade		By Others
0	SITE WORK	Demo of Existing Equipment & Excavation (existing container)		By Others
0	SITE WORK	Hauling of Excavated Material (CY)		By Others
0	SITE WORK	Disposal of Excavated Material (CY)		By Others
0	BORDER	Concrete Curb Border		By Others
		Dims on plan are the inside measurements		
0	CONCRETE	Concrete Flatwork (4" Thick)		By Others
0	SUBGRADE	Pea Rock or Sand Drainage Layer for EWF Surfacing (3" Depth)		By Others
102	SUBGRADE	Compacted Class 5 Subgrade Base for PIP Surfacing (4"-6" Depth)	Per Quote	\$8,202.06
0	SUBGRADE	Drain Tile & Installation (4" Corrugated Perforated Pipe w/ Sock)		By Others
		Any drain tile installed by others does not conflict with playground footings		
1	INSTALL	Playground Installation by Landscape Structures Certified Installers		\$34,360.60
1	RENTAL	Shade/Tower Rental Equipment Allowance (Lull, Lift, etc.)	Per Quote	\$1,618.59
2,766	SURFACING	Geotextile Fabric-Installed by Others		\$1,383.00
90	SURFACING	Engineered Wood Fiber (EWF)-Bulk Drop Install by others		\$2,424.00
2,620	SURFACING	Poured In Place	Per Quote	\$54,017.76
		Secuirty of Poured In Place cure time 72 hours		By Others
		Shipping below includes equipment and Engineered Wood Fiber		
0	RESTORE	Restoration		By Others
			Subtotal	\$106,994.01
			Freight	\$2,300.00
			Sales Tax	Tax Exempt
			Total	\$109,294.01

Quotes from Flagship Recreation are subject to current Flagship Recreation policies as well as Terms & Conditions, Inclusions & Exclusions outlined below unless noted otherwise on this quote. Changes are subject to price adjustment. Sales tax, if applicable, will be applied unless a tax-exempt certificate is provided at the time of order entry. Customer deposits, if required, must be received before orders will be entered & installation scheduled. Purchases in excess of \$1,000.00 must be supported by a formal Purchase Order made out to Flagship Recreation

State Contract #218091

***Terms: Net 30 days; 1.5% finance charge on balances over 30 days**

Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Project Scope *(This Section For Quotes Including Installation)***Inclusions:**

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

Exclusions (Unless Specifically Quoted):

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	
Signature:	Date:
Purchase Amount: \$109,294.01	

State Contract #218091



PROJECT INFORMATION

Land of Memories Park

100 Amos Owen Lane

Mankato MN 56001

Contract Year: 2026

EQUIPMENT INFORMATION & PRICING

Qty	Item No.	Description	Price	Ext Price
	1 111362A	Talk Tube 40' Tubing Kit PB	\$301.00 \$	301.00
	2 111404J	76"Alum Post DB	\$367.00 \$	734.00
INDEPEN DENT:				
	1 120710A	Pod Climber 8" DB	\$398.00 \$	398.00
	1 120711A	Pod Climber 16" DB	\$403.00 \$	403.00
	1 120711A	Pod Climber 16" DB	\$403.00 \$	403.00
	2 158105A	Wobble Pod DB Only	\$2,198.00 \$	4,396.00
	3 158997A	Pod Climber 10" DB	\$398.00 \$	1,194.00
	1 168099A	Cozy Dome DB	\$6,339.00 \$	6,339.00
	1 168102A	Alphamaze and Labyrinth Panel	\$785.00 \$	785.00
	1 168107A	Bongo Panel	\$1,418.00 \$	1,418.00
	2 174018A	Belt Seat ProGuard Chains for 8' Beam Height	\$179.00 \$	358.00
	1 176038A	Full Bucket Seat ProGuard Chains for 8' Beam Height	\$500.00 \$	500.00
	1 177351A	Molded Bucket Seat (5-12 yrs) w/Harness ProGuard Chains for 8' Beam Height	\$1,219.00 \$	1,219.00
	1 177721A	Rain Sound Wheel Panel	\$3,029.00 \$	3,029.00
	1 182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury	\$0.00 \$	-
	1 182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	\$0.00 \$	-
CUSTOM :				
	1 CP000009A-001	DTR IND Tee Pee Climber DB	\$13,694.00 \$	13,694.00

2	CP001166	Corn stalk talk tube DB Includes 2.375i support with steel and permalene corn accents. Different std	\$2,596.00	\$	5,192.00
2	CP002167	TeePee Window Panel for hex deck	\$1,204.00	\$	2,408.00
2	CP002167	TeePee Window Panel for hex deck	\$1,204.00	\$	2,408.00
1	CP002168	40" TeePee Wiggle Ladder DB To attach to teepee hex deck.	\$2,264.00	\$	2,264.00
1	CP002169	40" TeePee Single Poly Slide DB To attach to teepee hex deck.	\$3,494.00	\$	3,494.00
1	CP002171	TeePee 40" Mushroom Stepper With hand loop and hand rail modified to attach to teepee hex deck.	\$8,563.00	\$	8,563.00
1	CP002172	TeePee 5-12 40" Curved Right Transfer Module DB To attach to TeePee hex deck.	\$5,182.00	\$	5,182.00
1	CP002173	40"&48" TeePee hex Deck. DB Includes ProShield® posts. note. Cannot be used with standard product at	\$16,560.00	\$	16,560.00
1	CP002173	40"&48" TeePee hex Deck. DB Includes ProShield® posts. note. Cannot be used with standard product at	\$16,560.00	\$	16,560.00
1	CP004001	Dream Catcher Themed Spider Web Climber DB replace CableCore® with black rope	\$6,115.00	\$	6,115.00
1	CP009208	TeePee 40" Curved Right Transfer Module 2-5 DB To attach to TeePee hex deck.	\$5,182.00	\$	5,182.00
1	CP009221	TeePee Marble Panel® Above Deck for hex deck	\$4,641.00	\$	4,641.00
1	CP009814	TeePee 40" Rickety Climber to grade DB Does NOT include posts at grade. Ages 5-12. Mink and Cedar	\$7,941.00	\$	7,941.00
1	CP011276	48" Permalene TeePee Climber At Grade For 48" TeePee Hex Deck. (CP011275)	\$3,473.00	\$	3,473.00
1	CP011277	Permalene TeePee Barrier Above Deck For TeePee hex deck. (CP011275)	\$2,397.00	\$	2,397.00
1	CP020259	48" TeePee hex Deck DB Includes powdercoated posts. note. Cannot be used with standard product attac	\$19,589.00	\$	19,589.00
1	CP021746	48" Double Poly Slide to attach to TeePee hex deck DB Modified to replace hood with custom sit-down	\$4,906.00	\$	4,906.00
1	CP021774	4-Seat A-frame 8" Single Post Swing Frame DB 4 Seats NOT included. Price includes (2) bays for (4	\$10,572.00	\$	10,572.00
1	CP022083	48" Teepee Curved Right Transfer Module DB Attaches to custom Teepee Hex Deck (CP020259)	\$6,079.00	\$	6,079.00
3	CP037795	Permalene TeePee Barrier w/ Circular Cut Out Above Deck For TeePee hex deck. (CP011275). Circular cu	\$2,397.00	\$	7,191.00
1	CP037838	TeePee Playhouse DB 6ft tall	\$13,158.00	\$	13,158.00
1	CP037959	TeePee Playhouse DB 10ft tall. Teepee panels 10" above finished grade.	\$21,925.00	\$	21,925.00
1	CP037984	TeePee Pipe and Cable Climber DB 6ft tall	\$9,736.00	\$	9,736.00

\$ 220,707.00

EQUIPMENT COLOR SIGN OFF
Land of Memories Park



Please sign below if you approve of the colors represented in the photo above.

Colors

See Color Summary Sheet

PIP Color 50% Standard Green/50% Black 2620 Sq. Ft.

Engineered Wood Fiber 2405 Sq. Ft.

Customer Signature: _____

Date: _____

2-5 Space PlayBooster (2-5 years)

Direct Bury Aluminum

* Palette Overridden *

!! Palette NOT Selected !!



ProShield® Finish

Posts/Arches:		Brown *
Clamps/Ball Connectors:		Dune *
Play Components:		Acorn * » Component Colors Below «

Polyethylene

Slides/Tunnels/Gliders/E-Pods®:		Acorn *
---------------------------------	---	---------

Permalene®

Primary Permalene:		Recycled Tan w/Black *
Secondary Permalene:		Recycled Tan w/Black *
Tertiary Permalene:		Recycled Tan w/Black *

TenderTuff

Barriers/Ladders/Benches:		Tan *
Decks/Step Ladders:		Brown *

Cables

Cables:		Tan *
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QTY	NO.	DESCRIPTION	WEIGHT (lb.)
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Freestanding Play
Climbers

3	158997A	Pod Climber 10" DB
		Play Components:  Acorn=318
		Slides/Tunnels/Gliders/E-Pods®:  Acorn=318

1	120711A	Pod Climber 16" DB
		Play Components:  Acorn=318
		Slides/Tunnels/Gliders/E-Pods®:  Acorn=318

Custom

1	CP037984	TeePee Pipe and Cable Climber 6ft tall DB
		Play Components:  Acorn=318
		Primary Permalene:  Recycled Tan w/Black=844
		Cables:  Tan=044

1	CP037838	TeePee Playhouse 6ft tall DB
		Play Components:  Acorn=318
		Primary Permalene:  Recycled Tan w/Black=844

Sensory Play

1	168099A	Cozy Dome DB
		Slides/Tunnels/Gliders/E-Pods®:  Acorn=318

Signs

QTY	NO.	DESCRIPTION	WEIGHT (lb.)
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury Posts/Arches:  Brown=002	
PlayBooster® Custom			
1	CP002173	40"&48" TeePee hex Deck. Includes ProShield® posts. note. Cannot be used with standard product attachments. Includes custom roof infills and Hexagon Tenderdeck. Blank panels-no artwork included. DB Posts/Arches:  Brown=002 Clamps/Ball Connectors:  Dune=423 Primary Permalene:  Recycled Tan w/Black=844 Decks/Step Ladders:  Brown=002	
1	CP009208	TeePee 40" Curved Right Transfer Module 2-5 To attach to TeePee hex deck. DB Posts/Arches:  Brown=002 Clamps/Ball Connectors:  Dune=423 Primary Permalene:  Recycled Tan w/Black=844 Barriers/Ladders/Benches:  Tan=044 Decks/Step Ladders:  Brown=002	
1	CP002171	TeePee 40" Mushroom Stepper With hand loop and hand rail modified to attach to teepee hex deck. Clamps/Ball Connectors:  Dune=423 Primary Permalene:  Recycled Tan w/Black=844 Barriers/Ladders/Benches:  Tan=044	
1	CP002169	40" TeePee Single Poly Slide To attach to teepee hex deck. DB Posts/Arches:  Brown=002 Clamps/Ball Connectors:  Dune=423 Slides/Tunnels/Gliders/E-Pods®:  Acorn=318 Primary Permalene:  Recycled Tan w/Black=844	
2	CP001166	Corn stalk talk tube Includes 2.375i support with steel and permalene corn accents. Different std perm colors from ref. Note: each set of 2 requires a talk tube kit. DB Play Components:  Leaf=316 « Primary Permalene:  Recycled Tan w/Black=844	
1	CP009221	TeePee Marble Panel® for hex deck Above Deck Clamps/Ball Connectors:  Dune=423 Primary Permalene:  Recycled Tan w/Black=844 Secondary Permalene:  Recycled Tan w/Black=844 Tertiary Permalene:  Recycled Tan w/Black=844	

QTY	NO.	DESCRIPTION	WEIGHT (lb.)
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2 CP002167 TeePee Window Panel To be used with CP002173 TeePee hex deck

Clamps/Ball Connectors:  Dune=423

Primary Permalene:  Recycled Tan w/Black=844

Motion & More Fun

1 111362A Talk Tube 40' Tubing Kit PB

5-12 and Swings PlayBooster (5-12 years)

Direct Bury Aluminum

*** Palette Overridden ***

!! Palette NOT Selected !!



ProShield® Finish

Posts/Arches:  **Brown ***

Clamps/Ball Connectors:  **Dune ***

Play Components:  **Acorn ***

Polyethylene

Slides/Tunnels/Gliders/E-Pods®:  **Acorn ***

Permalene®

Primary Permalene:  **Recycled Tan w/Black ***

TenderTuff

Barriers/Ladders/Benches:  **Tan ***

Decks/Step Ladders:  **Brown ***

Cables

Cables:  **Tan ***

Swings

Posts:  **Acorn ***

Beams:  **Acorn ***

Clamps:  **Dune ***

Molded Bucket Seats:  **Tan ***

Seat Harness:  **Leaf ***

QTY	NO.	DESCRIPTION	WEIGHT (lb.)
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Freestanding Play

Climbers

1 120711A Pod Climber 16" DB

Play Components:  Acorn=318

Slides/Tunnels/Gliders/E-Pods®:  Acorn=318

1 120710A Pod Climber 8" DB

Play Components:  Acorn=318

Slides/Tunnels/Gliders/E-Pods®:  Acorn=318

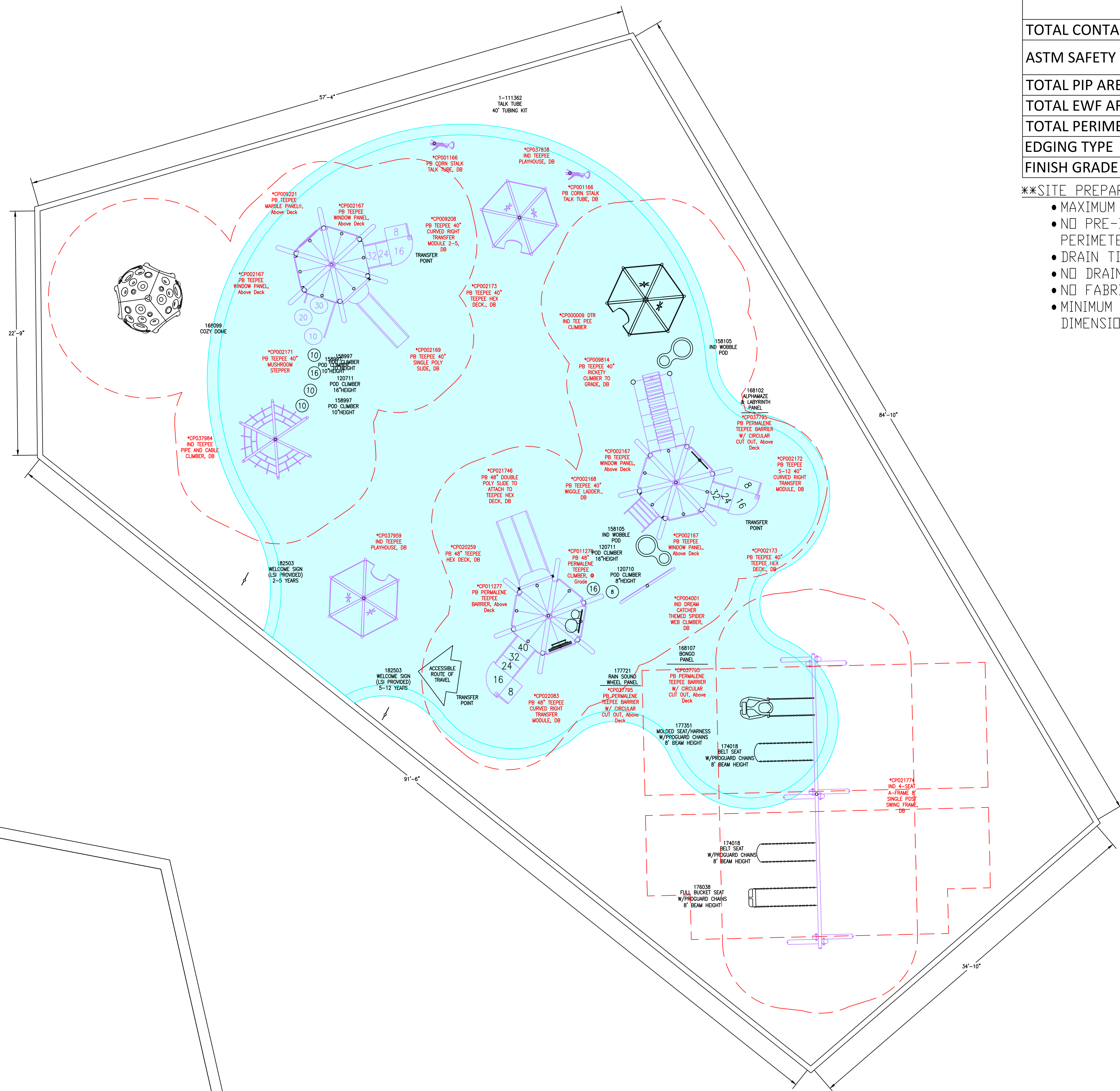
Custom

QTY	NO.	DESCRIPTION	WEIGHT (lb.)
1	CP004001	Dream Catcher Themed Spider Web Climber replace CableCore® with ROPE DB Play Components:  Acorn=318 Primary Permalene:  Recycled Tan w/Black=844 Cables:  Tan=044	
1	CP021774	4-Seat A-frame 8' Single Post Swing Frame 4 Seats NOT included. Price includes (2) bays for (4) seats with over lapping uppers. DB Posts:  Acorn=318 Beams:  Acorn=318 Clamps:  Dune=423	
1	CP000009A	DTR TeePee Climber 6ft tall DB Play Components:  Acorn=318 Primary Permalene:  Recycled Tan w/Black=844	
1	CP037959	TeePee Playhouse 10ft tall. Teepee panels 10" above finished grade. DB Play Components:  Acorn=318 Primary Permalene:  Recycled Tan w/Black=844	
Motion & More Fun			
2	158105A	Wobble Pod DB Only Play Components:  Acorn=318 Slides/Tunnels/Gliders/E-Pods®:  Acorn=318	
Sensory Play			
1	168102A	Alphamaze and Labyrinth Panel Primary Permalene:  Recycled Tan w/Black=844	
1	168107A	Bongo Panel Slides/Tunnels/Gliders/E-Pods®:  Acorn=318 Primary Permalene:  Recycled Tan w/Black=844	
1	177721A	Rain Sound Wheel Panel Primary Permalene:  Recycled Tan w/Black=844	
Signs			
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury Posts/Arches:  Brown=002	
Swings			
1	177351A	Molded Bucket Seat w/Harness ProGuard Chains for 8' Bm Hgt Molded Bucket Seat w/Harness ProGuard Chains for 8' Beam Height Molded Bucket Seats:  Tan=044 Seat Harness:  Leaf=316	
2	174018A	Belt Seat ProGuard Chains for 8' Beam Height	

QTY	NO.	DESCRIPTION	WEIGHT (lb.)
1	176038A	Full Bucket Seat ProGuard Chains for 8' Beam Height	
PlayBooster®			
Custom			
1	CP002173	40"&48" TeePee hex Deck. Includes ProShield® posts. note. Cannot be used with standard product attachments. Includes custom roof infills and Hexagon Tenderdeck. Blank panels-no artwork included. DB	
		Posts/Arches:  Brown=002	
		Clamps/Ball Connectors:  Dune=423	
		Primary Permalene:  Recycled Tan w/Black=844	
		Decks/Step Ladders:  Brown=002	
1	CP022083	48" Teepee Curved Right Transfer Module Attaches to custom Teepee Hex Deck (CP020259) DB	
		Clamps/Ball Connectors:  Dune=423	
		Play Components:  Acorn=318	
		Barriers/Ladders/Benches:  Tan=044	
		Decks/Step Ladders:  Brown=002	
1	CP020259	48" TeePee hex Deck Includes powdercoated posts. note. Cannot be used with standard product attachments. Includes custom roof infills. Includes Hexagon Tenderdeck and infill panels without artwork. DB	
		Posts/Arches:  Brown=002	
		Clamps/Ball Connectors:  Dune=423	
		Primary Permalene:  Recycled Tan w/Black=844	
		Decks/Step Ladders:  Brown=002	
1	CP002172	TeePee 5-12 40" Curved Right Transfer Module To attach to TeePee hex deck. DB	
		Posts/Arches:  Brown=002	
		Clamps/Ball Connectors:  Dune=423	
		Primary Permalene:  Recycled Tan w/Black=844	
		Barriers/Ladders/Benches:  Tan=044	
		Decks/Step Ladders:  Brown=002	
1	CP002168	40" TeePee Wiggle Ladder To attach to teepee hex deck. DB	
		Clamps/Ball Connectors:  Dune=423	
		Play Components:  Acorn=318	
		Primary Permalene:  Recycled Tan w/Black=844	
		Barriers/Ladders/Benches:  Tan=044	

QTY	NO.	DESCRIPTION	WEIGHT (lb.)
1	CP021746	48" Double Poly Slide to attach to TeePee hex deck Modified to replace hood with custom sit-down bar. Attaches to custom teepee structure. DB	
		Posts/Arches:  Brown=002	
		Clamps/Ball Connectors:  Dune=423	
		Slides/Tunnels/Gliders/E-Pods®:  Acorn=318	
		Barriers/Ladders/Benches:  Tan=044	
1	CP011276	48" Permalene TeePee Climber For 48" TeePee Hex Deck. (CP011275) At Grade	
		Clamps/Ball Connectors:  Dune=423	
		Primary Permalene:  Recycled Tan w/Black=844	
1	CP011277	Permalene TeePee Barrier For TeePee hex deck. (CP011275) Above Deck	
		Clamps/Ball Connectors:  Dune=423	
		Primary Permalene:  Recycled Tan w/Black=844	
3	CP037795	Permalene TeePee Barrier w/ Circular Cut Out For TeePee hex deck. (CP011275). Circular cut out for sensory panel (sensory panel quoted separately) Above Deck	
		Clamps/Ball Connectors:  Dune=423	
		Primary Permalene:  Recycled Tan w/Black=844	
1	CP009814	TeePee 40" Rickety Climber to grade Does NOT include posts at grade. Ages 5-12. Mink and Cedar boards. To attach to teepee hex deck. STL posts required IF used as an IND DB	
		Clamps/Ball Connectors:  Dune=423	
		Primary Permalene:  Recycled Tan w/Black=844	
2	CP002167	TeePee Window Panel To be used with CP002173 TeePee hex deck	
		Clamps/Ball Connectors:  Dune=423	
		Primary Permalene:  Recycled Tan w/Black=844	
Posts			
2	111404J	76"Alum Post DB	
		Posts/Arches:  Brown=002	

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2-5 AREA

TOTAL ELEVATED PLAY COMPONENTS	4		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	4	REQUIRED	2
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	6	REQUIRED	1
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	5	REQUIRED	5

5-12 AREA

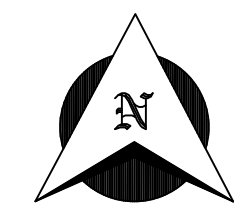
TOTAL ELEVATED PLAY COMPONENTS	7		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	7	REQUIRED	4
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	6	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	6	REQUIRED	6

CONTAINER DETAILS

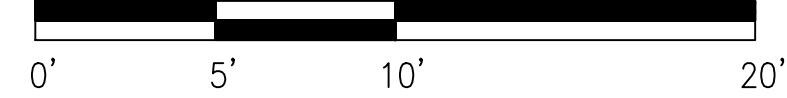
TOTAL CONTAINER AREA	5035 SF
ASTM SAFETY SURFACING TYPE	ENGINEERED WOOD FIBER AND POURED IN PLACE
TOTAL PIP AREA	2620 SF
TOTAL EWF AREA	2420 SF
TOTAL PERIMETER	295 LF
EDGING TYPE	6"X12" CONCRETE CURB BY OTHERS
FINISH GRADE	TOP OF CURB

**SITE PREPARATION REQUIREMENTS:

- MAXIMUM OF 1% GRADE CHANGE ACROSS CONTAINER
- NO PRE-INSTALLED DRAIN TILE OUTSIDE OF 4 FEET OF PERIMETER
- DRAIN TILE STUB TO BE PROVIDED IF DRAIN TILE IS REQUIRED
- NO DRAINAGE AGGREGATE PRE-INSTALLED
- NO FABRIC PRE-INSTALLED
- MINIMUM CONTAINER SIZE NEEDED DENOTES THE INSIDE OF CURB DIMENSION



SCALE IN FEET:



FLAGSHIP RECREATION
11123 UPPER 33RD ST N
LAKE ELMO, MN 55082
763-550-7860
FLAGSHIPPLAY.COM
@FLAGSHIPPLAY



THIS PLAY AREA & PLAY EQUIPMENT IS
DESIGNED FOR AGE RANGES AS NOTED
ON PLAN.

LAND OF MEMORIES PLAYGROUND

MANKATO, MN

SALES REPRESENTATIVE:
TIM TRUELSON

DESIGNED BY:
AO
2/23/24

3/16" = 1'-0"

SHEET

LS101



landscape
structures

Mankato_Land of Memories

1182488-04-02-01 • 04.23.2026



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 **landscape
structures**

Mankato_Land of Memories

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 **flagship**
recreation

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LS landscape
structures

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Mankato_Land of Memories

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Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, flaking, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody® cables and mallets against defects in materials or manufacturing defects and on polycarbonate panels against defects in materials or manufacturing defects.

3-Year Limited Warranty On all other parts, i.e. all swing seats and hangers, all swing chain and cables, ZipKrooz® cables, Track Ride trolleys and bumpers, Mobius Climber handholds, Wiggle Ladders, Chain Ladders, moving equipment, belting material, LSI Flexx™ flexible cable netting, HeathBeat® resistance mechanisms, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues, wear and tear from normal use of the product, or misuse or abuse of the product. This warranty does not cover damage or failure resulting from natural disasters, including but not limited to flooding, fire, earthquake, hurricane, or other catastrophic events. This warranty is valid only if the playstructures and/or equipment are erected to conform with Manufacturer's installation instructions and maintained according to the maintenance procedures furnished by Manufacturer.



2026 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to Manufacturer's express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part(s) or by making available a replacement part(s) within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part(s) to the site free of charge but will not be responsible for providing labor or the cost of labor for the removal of the defective part(s), the installation of any replacement part(s), or for disposal costs of any part(s). Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

For clarity, any surety bonds issued (such as a maintenance bond) shall not provide coverage for this warranty beyond one year.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any other direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated herein are valid only if the structures and/or equipment (a) are erected in conformance with Manufacturer's installation instructions and maintained according to the maintenance procedures furnished by Manufacturer; (b) have been subjected to normal use for the purpose for which the goods were designed; (c) have not been exposed to saltwater or salt spray; (d) have not been subject to misuse, negligence, vandalism, or accident; (e) have not been subjected to addition or substitution of parts; and (f) have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc.

601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:

Karl Emerson President

Date:

01/01/2026





Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of CPSI-certified designers, along with 2D and 3D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit. Please contact your Landscape Structures playground consultant for the shipping address.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (inside the U.S.A.)
763.972.5200 (outside the U.S.A.)
playlsi.com





AGENDA RECOMMENDATION

Consent Calendar 6. M.

City Council Regular Meeting

Meeting Date: 07/27/2026

Agenda Item:

Resolution accepting feasibility report, ordering plans and authorizing bids for Capital Improvement Project 11213; Lead Service Line Replacement Project - Phase 1.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

At the December 8, 2025, City Council meeting, the council accepted grant funding for the City of Mankato to complete a 2026 Lead Water Service Line Replacement Project. The grant amount is \$1,000,000 or near this amount based on the final bid amount. Since then, the Minnesota Department of Health (MDH) has certified the project. The next step in the process is to authorize the City Manager to advertise for bids in accordance with the requirement of law. Once bids are received, the City Council will consider accepting the project and MDH will certify the bids received and construction can commence.

The Lead Service Line Replacement funding is a new program offered through the public facilities authority (PFA) and provides financial assistance for the full replacement of lead and galvanized water service lines. The program offers 100% funding for the replacement of the private water service line, which is the entire service line from the main to the meter in the City of Mankato. Residents within the community cannot receive this funding individually. PFA funding is only offered through projects that benefit from the Drinking Water System administered by the Public Water System/City.

The anticipated project schedule would be as follows:

- March 2026 – Submit Plans and Specifications for PFA Certification
- Summer 2026 – Authorize and open bids
- Fall 2026 – Construction

- Summer 2027 – Project completion (phase 1)

The State of Minnesota has set a statewide goal to identify and replace all lead and galvanized water service lines by 2033. The Minnesota Department of Health (MDH) recognizes that this is a big undertaking for Public Water Systems and for this reason is offering grant funding for Lead Water Service Line Replacements through the Public Facilities Authority (PFA). The City of Mankato, based on the inventoried lead and galvanized water services, has replacement costs estimated to be more than \$9 million.

Overall, the 2026 project marks an important step in Mankato's long-term initiative to protect public health, comply with regulatory requirements, and modernize critical drinking water infrastructure.

The Phase 1 Lead Service Line Replacement Project is primarily focused within the West Mankato neighborhood, an established residential area characterized by older houses where lead service lines are more likely to be present due to historic construction practices. Portions of this neighborhood were developed during periods when lead service materials were commonly used, resulting in a higher probability of remaining lead services within the distribution system.

On June 23, 2026 staff hosted an informational meeting. Construction Services staff presented the proposed plan, estimated costs, and construction methods for the lead service line replacement project. Residents abutting the projects were mailed notice of the informational meeting.

Construction Services Staff is recommending the Council consider these improvements per the attached feasibility reports, estimated costs, and funding sources noted below:

ITEM	COST
Lead service line replacements and associated work (40 to 60 services)	\$790,514.00
Construction contingency	\$79,051.00
Engineering & administration	\$130,435.00
TOTAL PROJECT COST	\$1,000,000.00

FUNDING SOURCE	AMOUNT	PERCENT
Minnesota Department of Health PFA Grants	\$1,000,000.00	100.0%
TOTAL FUNDS	\$1,000,000.00	100.0%

Attachments

Resolution
Feasibility Report

**RESOLUTION RECEIVING FEASIBILITY REPORT, ORDERING IMPROVEMENT,
PREPARATION OF PLANS, SPECIFICATIONS, AND ORDERING ADVERTISEMENT
FOR BIDS ON IMPROVEMENT NUMBER 11213, WITHOUT PETITION**

WHEREAS, a report has been prepared by city staff with reference to Improvement Number 11213, the improvements to Lead Service Line Replacement Project Phase 1 located in various locations throughout the City by installing water service lines, curb and gutter, aggregate base, bituminous street patching, sidewalks, and turf establishment, and this report was received by the council on the 27th day of July, 2026, and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and

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

1. The council hereby orders the improvement of Lead Service Line Replacement Project Phase 1 in accordance with the report.
2. That plans and specifications be prepared by city staff of Mankato, Minnesota, for such improvement, pursuant to the direction of the Council, and are hereby approved and a copy shall be filed with the city clerk of Mankato.
3. The City Manager is hereby instructed to advertise for the bids in accordance with the requirement of law.

Roll call vote required

Council Members Voting For:

Council Members Voting Against:

This resolution shall become effective upon its adoption.

Passed this 27th day of July, 2026

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

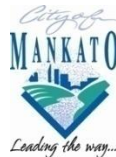
Lead Service Line Replacement Project

Phase 1

Project Feasibility Report

City Project Number 11213

July 20, 2026



Project Feasibility Report

Lead Service Line Replacement Project – Phase 1

City Project Number 11213

City of Mankato

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Figure No. 1 – Overview Location Map

Figure No. 2 – Property Index (Sheets G4.01, G4.02, G4.03)

Figure No. 3 – Typical Details/Sections (Sheet C1.01)

Project Feasibility Report

Lead Service Line Replacement Project – Phase 1
City Project Number 11213
City of Mankato

I. CERTIFICATION PAGE

CERTIFICATION

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the state of Minnesota.



Gunnar S. Kern, P.E.
License Number: 62869
Project Manager

Date: July 20, 2026

II. PROJECT CONTACTS

TITLE	NAME	PHONE	EMAIL
Mayor	Najwa Massad	507.387.9693	nmassad@mankatomn.gov
Councilor at Large	Mike Laven	507.720.8674	mlaven@mankatomn.gov
Councilor Ward 1	Michael McLaughlin	507.720.1093	mmclaughlin@mankatomn.gov
Councilor Ward 2	Dennis Dieken	507.720.1817	ddieken@mankatomn.gov
Councilor Ward 3	Kevin Mettler	507.995.0070	kmettler@mankatomn.gov
Councilor Ward 4	Jenn Melby-Kelley	507.720.2502	jmelby-kelley@mankatomn.gov
Councilor Ward 5	Jessica Hatanpa	507.613.8067	jhatanpa@mankatomn.gov
City Manager	Susan Arntz	507.387.8695	sarntz@mankatomn.gov
Director of Administrative Services	Parker Skophammer	507.387.8739	pskophammer@mankatomn.gov
City Engineer	Cory Bienfang	507.387.8643	cbienfang@mankatomn.gov
Construction & Facilities Services Director	Jim Tatge	507.387.8504	jtatge@mankatomn.gov
Construction Manager	Luke Pederson	507.387.8541	Lpederson@mankatomn.gov
Project Engineer	Drew Weber	507.496.0306	drew.weber@bolton-menk.com
Project Engineer	Gunnar Kern	507.740.0174	gunnar.kern@bolton-menk.com
Associate Director of Public Utilities	Kyle Hinrichs	507.387.8588	khinrichs@mankatomn.gov

Project Feasibility Report

Lead Service Line Replacement Project – Phase 1

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III. EXECUTIVE SUMMARY

The City of Mankato's 2026 Lead Service Line (LSL) Replacement Project is a targeted public health and infrastructure initiative focused on continuing the removal of lead-based water service lines throughout the community. In alignment with regulatory requirements under the Environmental Protection Agency's (EPA) Lead and Copper Rule Revisions (LCRR) and Lead and Copper Rule Improvements (LCRI), the project supports the City's ongoing commitment to safe drinking water and protection of public health.

Due to current state funding constraints for grant availability, the 2026 project will be a limited-scope effort with a total project budget capped at \$1 million. As a result, the City anticipates replacing approximately 40 to 60 lead service lines during this phase. This will be the first phase of the City's multi-year program to eliminate lead and galvanized service lines.

Project priorities will focus on areas with confirmed or suspected lead service lines, as well as locations that present opportunities for efficient construction or coordination with other utility improvements. The scope includes the replacement of all lead and galvanized service line sections from the water main to the water meter inside the building, surface restoration, customer coordination, and updates to the City's service line inventory to support ongoing regulatory compliance.

Construction is scheduled to begin in Fall 2026, with completion anticipated by June 2027. This extended construction window will allow for phased implementation, improved contractor efficiency, and better coordination with seasonal conditions and other infrastructure projects, while minimizing disruption to residents.

The City will continue to emphasize equitable participation by leveraging available state funding and minimizing financial barriers for property owners wherever possible. Proactive communication and outreach will ensure residents are informed of project benefits, timelines, and participation requirements.

Key outcomes of the Phase 1 Lead Service Line Replacement Project include:

- Removal of 40–60 lead service lines from the drinking water system
- Compliance with current and anticipated state and federal regulations
- Incremental progress toward full system-wide lead service line replacement

The Phase 1 project represents an important step in Mankato's long-term commitment to public health, regulatory compliance, and the delivery of safe, reliable drinking water.

IV. PROJECT INTRODUCTION

The City of Mankato is undertaking a Lead Service Line (LSL) Replacement Project as part of its continued commitment to providing safe, high-quality drinking water and protecting public health. Lead and galvanized service lines, which were historically used in water system construction, represent a potential source of lead exposure in drinking water and have become a national priority for removal under evolving federal and state regulations.

In response to the U.S. Environmental Protection Agency's (EPA) Lead and Copper Rule Revisions (LCRR) and Lead and Copper Rule Improvements (LCRI) under the authority of the Safe Drinking Water Act, the City has developed a comprehensive program to identify, prioritize, and replace remaining lead and galvanized service lines within its distribution system. The LCRR, finalized by EPA in 2021, strengthened the original Lead and Copper Rule by requiring water systems to develop service line inventories, improve public notification, enhance sampling protocols, and support earlier

Project Feasibility Report

Lead Service Line Replacement Project – Phase 1

City Project Number 11213

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action to reduce lead exposure. The LCRI, finalized by EPA in 2024, further strengthens these requirements by establishing a national framework for full lead service line replacement, improving testing and public communication, and lowering the lead action level beginning with the 2027 compliance period. Together, these federal rules guide the City's ongoing inventory development, customer outreach, replacement planning, and implementation of lead service line replacement projects. This effort builds upon previous inventory development and verification work, which established the foundation for targeted replacement planning.

The Phase 1 project represents a focused, near-term phase within the City's broader, multi-year strategy to eliminate lead service lines. Due to current state funding limitations, the scope of this project is constrained to approximately 40 to 60 lead service line replacements, with a total project budget of approximately \$1 million. Despite its limited scale, this phase is critical for maintaining progress toward regulatory compliance and reducing potential risks to residents.

The project includes the replacement of all lead and galvanized service line sections from the water main to the water meter inside the building, along with associated restoration, customer coordination, and documentation updates. Galvanized service lines are known to contain lead components and are considered lead service lines as part of LSL Replacement Projects.

Construction is scheduled to begin in Fall 2026 and conclude in June 2027, allowing for efficient implementation and coordination with seasonal construction conditions.

This feasibility report evaluates the technical, financial, and operational considerations associated with the Phase 1 Lead Service Line Replacement Project and provides recommendations to guide project implementation. The report also supports the City's ongoing efforts to secure funding, optimize construction approaches, and ensure equitable participation among affected property owners.

It is expected that up to 8 phases of Lead Service Line Replacement Projects will be executed over the next 8 years, assuming State and Federal Funding will continue to be provided for these efforts.

Overall, the 2026 project represents an important step in Mankato's long-term effort to protect public health, meet regulatory requirements, and modernize critical drinking water infrastructure. Under MDH guidance, all lead service lines are expected to be replaced by 2033, and this project will help the City continue making measurable progress toward that deadline.

V. EXISTING CONDITIONS

A. PROJECT AREA

The Phase 1 Lead Service Line Replacement Project is primarily focused within the West Mankato neighborhood, an established residential area characterized by older housing stock where lead service lines are more likely to be present due to historic construction practices. Portions of this neighborhood were developed during periods when lead service materials were commonly used, resulting in a higher probability of remaining lead services within the distribution system.

Within the broader West Mankato area, targeted service replacements are anticipated in locations where prior inventory efforts have identified known or suspected lead service lines. In addition, there is notable replacement potential near and just east of Stolzman Road, where records and field verification indicate the presence of service lines that may contain lead and galvanized material. These areas provide an opportunity for efficient grouping of replacements, improving construction productivity, and minimizing disruption.

Project Feasibility Report

Lead Service Line Replacement Project – Phase 1

City Project Number 11213

City of Mankato

The project area has been selected based on EPA prioritization to maximize the effectiveness of limited funding by focusing on:

- Areas with children under the age of five
- Service lines that provide drinking water to schools, licensed childcare facilities, or other properties to be used by disproportionately large numbers of children.
- Clusters of known or suspected lead service lines
- Areas with favorable access and constructability
- Locations that support efficient service replacements within a defined geographic area

The selected West Mankato project area also allows the City to continue refining its service line inventory through field verification conducted during construction. This information will be used to support future phases of the City's lead service line replacement program.

Overall, the West Mankato neighborhood, including areas near and east of Stolzman Road, represents a practical and strategic focus area for the phase 1 project, balancing public health priorities, regulatory requirements, and cost-effective implementation.

VI. PROPOSED IMPROVEMENTS

The proposed project includes replacement of the existing water service lines, associated surface restoration, and roadway improvements. Key project components are described below.

A. LEAD SERVICE LINE REPLACEMENT

All existing lead service lines within the project address list will be replaced from the water main in the street to the meter location within each residence. Replacement services will consist of HDPE piping in accordance with local municipal and plumbing code requirements.

Service replacements will be coordinated with property owners to minimize disruption. Lead service line replacement will be completed using a combination of open trenching and trenchless installation methods, depending on site conditions:

- **Open Cut Installation:**
Conventional trenching will be used in areas where surface restoration is required or where subsurface conflicts necessitate direct excavation.
- **Trenchless Installation (Boring/Pulling):**
Where practical, trenchless methods such as horizontal boring or pneumatic piercing tools will be used to minimize disturbance to landscaping, driveways, and interior floor slabs.

The contractor will be responsible for evaluating each service location and selecting the most appropriate method while maintaining compliance with project specifications.

Where lead service replacement requires access through basement or slab-on-grade floors, the contractor will be expected to do the following per project specifications:

- Sawcut existing concrete floor neatly to minimize damage beyond the excavation area
- Remove and temporarily store excavated material as needed
- Backfill excavation with properly compacted granular material
- Restore the concrete floor to match existing thickness and strength
- Finish the surface to a smooth condition consistent with the surrounding floor

Project Feasibility Report

Lead Service Line Replacement Project – Phase 1
City Project Number 11213
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B. STREET RESURFACING

Following completion of underground work, street restoration will include full-width resurfacing within the project limits. Improvements will consist of:

- Removal/Replacement of existing street pavement, curb and gutter, driveways, and public sidewalks, as necessary.
- Placement of a uniform pavement overlay across the entire street width
- Adjustment of valves, manholes, and utility structures to final grade

Full-width resurfacing is intended to provide a uniform driving surface, improve pavement longevity, and eliminate patchwork inconsistencies resulting from utility construction.

C. LAWN RESTORATION

Disturbed turf areas within the public right-of-way and private properties will be restored after construction. Restoration shall include:

- Placement of topsoil to match existing grades
- Fine grading to eliminate ruts and settlement
- Seeding with an approved grass seed mix suitable for the region (or sod placement where specified)
- Erosion control measures, including mulch or blanket, as necessary

The contractor will initially be responsible for establishing a healthy stand of grass and may be required to perform additional maintenance or reseeding if initial growth is unsuccessful.

D. OTHER UTILITIES

This project does not include the replacement, rehabilitation, or modification of existing sanitary sewer or storm sewer service lines. All existing sanitary and storm sewer services will remain in place and are not part of the proposed improvements.

If unforeseen conflicts or damages to these utilities occur during construction, the contractor shall notify the engineer immediately and coordinate appropriate repairs in accordance with project specifications and municipal requirements.

The design of the proposed improvements will be coordinated with the owners of private utilities such as natural gas, electric, telephone, and cable television. If private utilities are in conflict with the service line replacement, the appropriate utility will be contacted prior to excavation.

VII. PUBLIC ENGAGEMENT

Public engagement for the Phase 1 project area has been an important component of project development to ensure that residents are informed and have opportunities to provide input.

A. OPEN HOUSE MEETINGS

Two public open house meetings are planned to communicate project information and gather feedback:

- **June 23, 2026, Pre-Bid Open House:**
An initial open house was held on June 23, 2026, to introduce the project, present the proposed improvements, and explain anticipated construction activities and timelines. Property owners were provided the opportunity to ask questions and discuss potential impacts directly with engineers and city staff.

Project Feasibility Report

Lead Service Line Replacement Project – Phase 1
City Project Number 11213
City of Mankato

- **Fall 2026 Pre-Construction Open House:**

A second open house is to be scheduled for September 2026 to provide updated project information prior to construction and introduce construction personnel. This meeting will focus on final construction details, construction sequencing, timeline, and addressing any remaining concerns from residents.

B. MAIL NOTICES

Project notifications have been distributed via mail to all property owners within the Phase 1 project area. Mailed notices included:

- General project overview and purpose
- Public meeting announcements and details
- Contact information for project representatives

Additional mailings will be provided in advance of construction.

C. PROJECT COMMUNICATIONS

Notices will be used throughout the project to provide timely, location-specific updates directly to affected residents. These notices will be distributed to addresses within the phase 1 project area and will include:

- Advance notice of upcoming activities
- Information on water service interruptions
- Access restrictions or driveway impacts
- Contact information for questions or concerns

Notices will be deployed as needed to supplement mailed notifications and ensure residents receive clear and immediate communication during construction.

VIII. RIGHT-OF-WAY AND EASEMENT

A. TEMPORARY CONSTRUCTION EASEMENTS

In areas where water service replacement extends beyond the public right-of-way or where trenchless installation, excavation, or restoration activities require access to private property, temporary construction easements (TCEs) will be necessary.

The contractor shall be responsible for:

- Coordinating directly with property owners to obtain necessary permissions utilizing the TEMPORARY CONSTRUCTION EASEMENT AND LEAD WATER SERVICE LINE REPLACEMENT AGREEMENT
- Securing all required temporary easements or rights of entry prior to commencing work on private property
- Ensuring that all agreements comply with applicable local requirements

All temporary easements shall be limited in duration to the construction period and shall clearly define the work areas and extent of access.

B. RESTORATION OF PRIVATE PROPERTY

Areas impacted within temporary easements shall be restored, including:

- Lawn and landscaping restoration
- Repair building floor where cuts were made for service line installation
- Repair or replacement of driveways, walkways, and other surface features if disturbed
- Replacement of any fences, irrigation systems, or appurtenances affected by construction

Project Feasibility Report

Lead Service Line Replacement Project – Phase 1

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The contractor shall be responsible for addressing any damage resulting from construction activities within both public right-of-way and private property access areas.

IX. PERMITS

Approvals and permits are required from various agencies for the construction of the project. They include:

- City of Mankato Work Within Right-of-Way Permit
- City of Mankato Residential Plumbing Permit
- Minnesota Pollution Control Agency (MPCA) Construction Stormwater Permit
- Minnesota Department of Health (MDH) Plan Review
- Temporary Construction Easement and Lead Service Line Replacement Agreement

X. PROJECT COST ESTIMATE AND FINANCING

Estimated projections for the cost of this project are summarized below.

ITEM	COST
Lead Service Line Replacements and Associated work (40 to 60 services)	\$790,514.00
Construction Contingency	\$79,051.00
Engineering & Administration	\$130,435.00
TOTAL PROJECT COST	\$1,000,000.00

Funding for the proposed improvements is shown in the table below.

FUNDING SOURCE	AMOUNT
MDH PFA Grants	\$1,000,000.00

XI. POSSIBLE SCHEDULE

The following is a possible schedule for the proposed improvements:

05/01/2025	Project Priority List (PPL) Application Submittal
06/06/2025	Intended Use Plan (IUP) Submittal
03/31/2026	Plan and Specification Submittal
06/23/2026	Pre-Bid Open House Meeting
06/30/2026	Receive MDH Plan and Specification Certification
07/27/2026	Resolution receiving report, ordering improvement, preparation of plans & specifications, and authorizing advertisement for bids
07/31/2026	Advertise for bid
08/25/2026	Open bids
09/14/2026	Award bid
Fall 2026	Pre-construction Open House Meeting.
Fall 2026	Begin construction.
June 2027	Construction complete.

Project Feasibility Report

Lead Service Line Replacement Project – Phase 1
City Project Number 11213
City of Mankato

XII. CONCLUSION AND RECOMMENDATIONS

The 2026 Lead Service Line (LSL) Replacement Project represents a feasible and strategically focused effort for the City of Mankato to continue addressing lead service lines within its water distribution system. Based on the evaluation of regulatory requirements, available funding, system inventory data, and construction considerations, the project is both technically viable and operationally achievable within the defined scope and budget.

With a total project budget of approximately \$1 million, the replacement of 40 to 60 lead service lines in the West Mankato neighborhood provides a practical approach to maximizing public health benefits while working within current funding constraints. The project allows the City to maintain forward momentum toward compliance with the EPA's Lead and Copper Rule requirements and supports continued risk reduction for residents.

The proposed construction schedule, beginning in fall 2026 and concluding in June 2027, is appropriate for the project scale and allows for efficient coordination with seasonal conditions, contractor availability, and other infrastructure activities. Additionally, the inclusion of all lead and galvanized service line replacements ensures complete removal of lead sources at each service location, which is critical for long-term effectiveness.

Overall, the project is consistent with the City's long-term infrastructure planning goals and serves as an important incremental step toward full system-wide lead service line replacement.

RECOMMENDATIONS

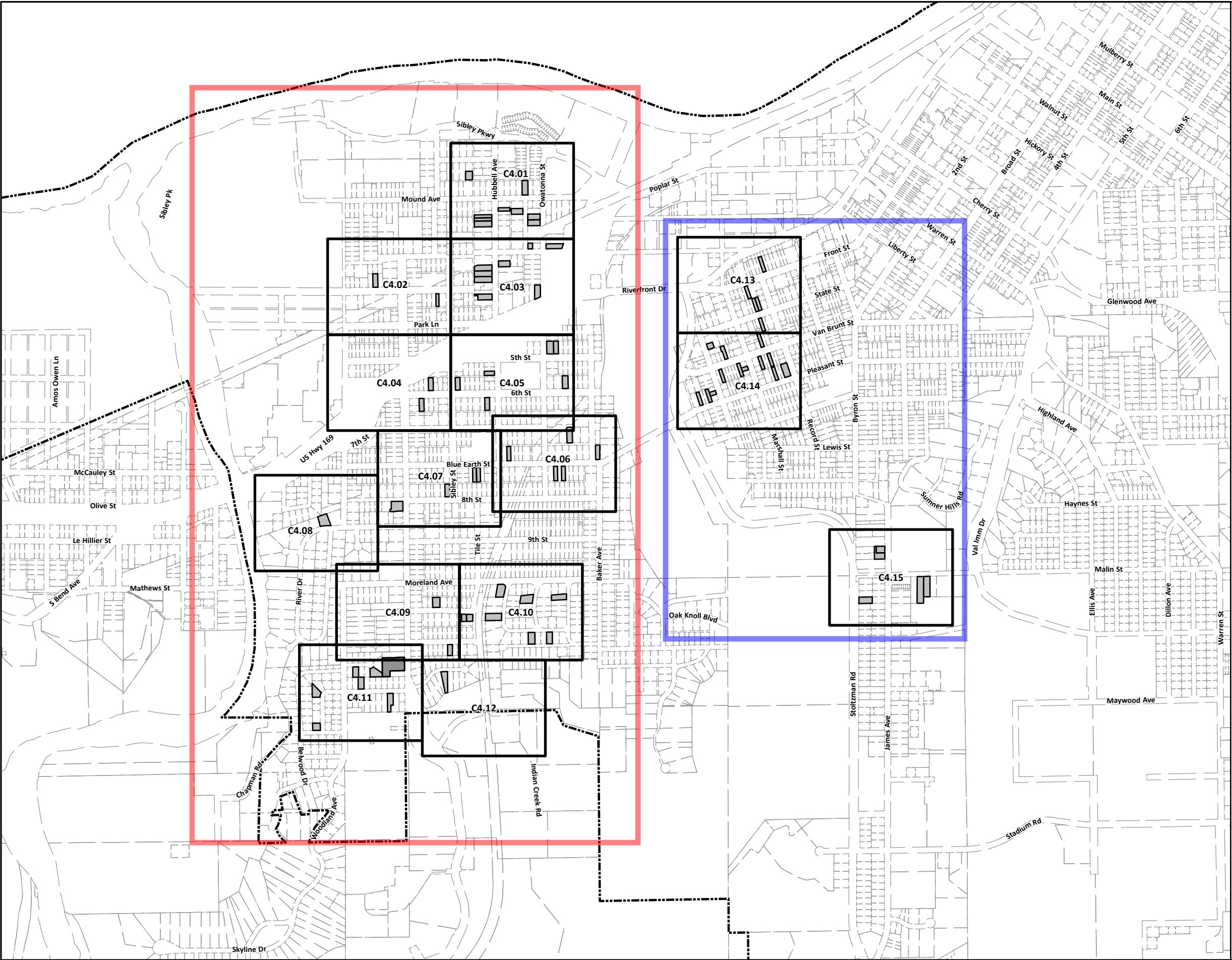
Based on the findings of this feasibility study, the following recommendations are provided to support the successful implementation of the Phase 1 Lead Service Line Replacement Project and inform future program phases:

1. **Proceed with Project Implementation as Scoped**
Advance the project with the defined scope of 40–60 lead and galvanized service line replacements within the identified West Mankato project area, maintaining alignment with available funding and regulatory priorities.
2. **Public Outreach and Participation**
Implement proactive communication strategies to inform affected residents, encourage participation, and clearly explain the benefits, process, and scheduling of replacements.
3. **Update and Refine Service Line Inventory**
Utilize field verification during construction to improve the accuracy of the City's service line inventory. Incorporate findings into GIS and asset management systems to better inform future project prioritization.

XIII. APPENDIX

- Figure No. 1 – Overview Location Map
- Figure No. 2 – Property Index (Sheets G4.01, G4.02, G4.03)
- Figure No. 3 – Typical Details/Sections (Sheet C1.01)

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 WORK SITES

 CITY LIMITS

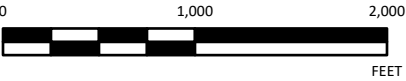
 PARCEL

Source: Blue Earth County, City of Mankato, MnDOT



 PHASE 1

 PHASE 2



DESIGNED:	DMA	NO.	100000000	DATE	3/31/2026
DRAWN:	KH/DMA	A	MDH REVIEW		
CHECKED:					
DPW					
CURRENT PROJ. NO.:	25X141799				

MANKATO, MINNESOTA

2026 LEAD SERVICE LINE REPLACEMENT PROJECT

OVERVIEW

SHEET

G2.01

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Map ID	Sheet Number	Address	Parcel Number	Deedholder	1" PE Water Service: Main to Curb Stop	1" PE Water Service: Curb Stop to Meter	1" Curb Stop & Box	1" Corporation Stop & Saddle	Connect to Existing Curb Stop
1	C4.01	425 OWEN ST	R01.08.13.103.006	HEATH DENNIS H & MARDONNA T	11	55	1	1	
2	C4.01	316 MOUND AVE	R01.08.13.128.013	PETTIT JAMES H JR	25	50	1	1	
3	C4.01	207 HUBBELL AVE	R01.08.13.177.012	KRUGER ROGER J	27	34	1	1	
4	C4.01	216 HUBBELL AVE	R01.08.13.176.004	MORROW ELLEN MARIE	40	44	1	1	
5	C4.01	218 HUBBELL AVE	R01.08.13.176.005	CASTLE REAL PROPERTIES LLC	40	41	1	1	
6	C4.01	220 HUBBELL AVE	R01.08.13.176.006	CASTLE REAL PROPERTIES LLC	40	44	1	1	
7	C4.01	214 OWATONNA ST	R01.08.13.178.004	SCHMITZ WILL & AMBER	31	43	1	1	
8	C4.01	218 OWATONNA ST	R01.08.13.178.005	MURILLA BOBBI ERICKSON	31	50	1	1	
9	C4.02	618 W 3RD ST	R01.08.13.154.011	MANS GREGORY M	23	70	1	1	
10	C4.02	511 W 3RD ST	R01.08.13.160.010	JOHNS GARY L REV LIVING TRUST	48	48	1	1	
11	C4.03	305 HUBBELL AVE	R01.08.13.183.002	ESSER THELMA C	28	39	1	1	
12	C4.03	312 HUBBELL AVE	R01.08.13.182.001	WESTON ALASTAIR (CFD)	38	43	1	1	
13	C4.03	316 HUBBELL AVE	R01.08.13.182.002	TOONKEL MAUREEN E	39	43	1	1	
14	C4.03	322 HUBBELL AVE	R01.08.13.182.003	KAHMANN ZACHARY & LILA	38	40	1	1	
15	C4.03	410 HUBBELL AVE	R01.08.13.182.012	KOPISCHKE THERESE MAY	39	28	1	1	
16	C4.03	310 W 2ND ST	R01.08.13.180.001	KELLEY DEAN F	44	27	1	1	
17	C4.03	241 OWATONNA ST	R01.08.13.181.003	ERICKSON JAMES T	29	44	1	1	
18	C4.03	1604 S RIVERFRONT DR	R01.08.13.183.018	ROTCHADL MAX J		30			1
19	C4.04	512 W 6TH ST	R01.08.13.306.009	DONAHUE LISA	53	40	1	1	
20	C4.04	521 W 6TH ST	R01.08.13.308.004	LUCAS STEVEN D & HEATHER J	42	42	1	1	
21	C4.05	426 W 6TH ST	R01.08.13.328.010	WATTS BAMBI		30			1
22	C4.05	612 HUBBELL AVE	R01.08.13.328.008	HARTWELL A S & BRAUNWARTH A		44			1
23	C4.05	230 W 5TH ST	R01.08.13.327.010	LUSHER CHAR		65			1
24	C4.05	228 W 5TH ST	R01.08.13.327.011	ANCHOR RIDGE PROPERTIES LLC		41			1
25	C4.05	216 W 6TH ST	R01.08.13.330.011	GERMUNDSON CURT R		55			1
26	C4.05	407 W 6TH ST	R01.08.13.331.007	ENGGREN JEFF A		45			1
27	C4.06	124 SYLVIA ST	R01.08.13.336.005	SCHWARTZ JAMIE & CHRIS	12	76	1	1	
28	C4.06	326 BLUE EARTH ST	R01.08.13.335.010	ULVOG EVERETT & KAVANAUGH MARI		41			1
29	C4.06	129 BLUE EARTH ST	R01.08.13.378.002	BUTLER ERIN & MATTHEW & HEATHER		47			1
30	C4.06	125 BLUE EARTH ST	R01.08.13.378.004	LINDQUIST CHERYL S		55			1

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DATE 3/31/2026



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MANKATO, MINNESOTA

2026 LEAD SERVICE LINE REPLACEMENT PROJECT

PROPERTY INDEX

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Map ID	Sheet Number	Address	Parcel Number	Deedholder	1" PE Water Service: Main to Curb Stop	1" PE Water Service: Curb Stop to Meter	1" Curb Stop & Box	1" Corporation Stop & Saddle	Connect to Existing Curb Stop
31	C4.06	812 W PLEASANT ST	R01.08.13.406.011	MAGNER REBECCA & CHRISTOPHER		43			1
32	C4.07	423 BLUE EARTH ST	R01.08.13.376.005	JOHANNSEN JERROLD J & LAURYN L		49			1
33	C4.07	421 BLUE EARTH ST	R01.08.13.376.006	WALTERS ASHLEY & HARTMAN CHAD		49			1
34	C4.07	502 W 8TH ST	R01.08.13.352.015	MILLER RONALD & STARCIE	24	51	1	1	
35	C4.07	1006 CARNEY AVE	R01.08.13.353.021	GUTZMAN BETH L	40	58	1	1	
36	C4.08	1104 W RIVER DR	R01.08.14.480.020	ERIKSON ERMA R	45	45	1	1	
37	C4.09	506 W 10TH ST	R01.08.24.103.017	PATTISON KATE JOCELYN	23	63	1	1	
38	C4.09	419 W 11TH ST	R01.08.24.105.012	FRIESEN NICHOLAS		43			1
39	C4.10	405 W 10TH ST	R01.08.24.104.011	RASMUSSEN ROBERT G	20	39	1	1	
40	C4.10	401 W 10TH ST	R01.08.24.104.012	STEINBRINK CHELSEY M	20	34	1	1	
41	C4.10	103 WESTWOOD DR	R01.08.24.126.009	LYNCH ANGELA K V & MATTHEW M	36	45	1	1	
42	C4.10	111 WESTWOOD DR	R01.08.24.126.012	GARRY KEITH M & CAY ELLEN	30	43	1	1	
43	C4.10	105 RIDGE CT	R01.08.24.127.009	BRINKMANN ETHAN & SALINA	21	55	1	1	
44	C4.10	219 WESTWOOD DR	R01.08.24.126.018	SHNEIDER PAUL R & ASHLEY E	28	44	1	1	
45	C4.10	231 WESTWOOD DR	R01.08.24.126.021	HARRY MEYERING CENTER INC	29	69	1	1	
46	C4.10	105 TIMBER LN	R01.08.24.128.007	JOHNSON PATRICE L TRUST AGMT	28	56	1	1	
47	C4.11	740 GWYN DR	R01.08.23.230.019	MORRISON MARK D	35	39	1	1	
48	C4.11	720 GWYN DR	R01.08.23.230.015	MURRAIN DEBRA L	35	33	1	1	
49	C4.11	112 GWYN AVE	R01.08.24.101.047	VSBRT LLC	18	36	1	1	
50	C4.11	131 GWYN AVE	R01.08.24.102.009	WADE JAMES D	32	47	1	1	
51	C4.11	9 BRUCE CT	R01.08.24.101.021	BEHREND NOAH J & ERICKSON HARLEY L	5	41	1	1	
52	C4.11	15 BRUCE CT	R01.08.24.101.024	LITCHFIELD RICHARD C & DONNA E	18	42	1	1	
53	C4.11	1416 CARNEY AVE	R01.08.24.101.043	FILIPOVITCH ANTHONY & BRYNAERT KATHLEEN	46	92	1	1	
54	C4.11	1416 CARNEY AVE	R01.08.24.101.043	FILIPOVITCH ANTHONY & BRYNAERT KATHLEEN	46	85	1	1	
55	C4.12	21 SOUTHVIEW DR	R01.08.24.106.006	SWANSON GREGORY J & REBECCA LYNN	26	54	1	1	
56	C4.13	930 S FRONT ST	R01.08.13.280.008	DOWNTOWN PROPERTIES LLC	53	53	1	1	
57	C4.13	1009 S FRONT ST	R01.08.13.282.005	SPRING STREET PROPERTIES LLC	30	30	1	1	
58	C4.13	310 STATE ST	R01.08.13.282.014	ASHLEY WILLIAM F & PATRICIA	54	36	1	1	
59	C4.13	308 STATE ST	R01.08.13.282.015	LAVIGNE JONATHAN RICHARD & KATY LEE	54	44	1	1	
60	C4.13	311 STATE ST	R01.08.13.426.004	VESCIO TERESA M	21	53	1	1	

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MANKATO, MINNESOTA
2026 LEAD SERVICE LINE REPLACEMENT PROJECT
PROPERTY INDEX

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61	C4.14	211 WILLARD ST	R01.08.13.402.001	STRAKA RICHARD J & STACEY L A	22	31	1	1	
62	C4.14	418 VAN BRUNT ST	R01.08.13.402.010	JOSEPH DIANA J	54	42	1	1	
63	C4.14	318 VAN BRUNT ST	R01.08.13.426.012	BLANSHAN MARSHALL & SARAH	52	36	1	1	
64	C4.14	315 VAN BRUNT ST	R01.08.13.429.005	BENTDAHL DAVID & MARJORIE TRUST	28	39	1	1	
65	C4.14	325 VAN BRUNT ST	R01.08.13.429.002	JOHNSON RANDY J & MARY J	28	44	1	1	
66	C4.14	310 MARSHALL ST	R01.08.13.428.010	STRASSBURG DELMAR & MAXFIELD LEAH	51	29	1	1	
67	C4.14	407 VAN BRUNT ST	R01.08.13.428.008	COOLEY RANDALL R & LORI R	28	46	1	1	
68	C4.14	425 VAN BRUNT ST	R01.08.13.428.002	DANIELSON JUSTIN W	26	49	1	1	
69	C4.14	322 WILLARD ST	R01.08.13.403.013	MUELL ETHAN THOMAS	42	39	1	1	
70	C4.14	508 W PLEASANT ST	R01.08.13.403.008	KORFF DOROTHY A	44	40	1	1	
71	C4.14	516 W PLEASANT ST	R01.08.13.403.005	BROTHERS BOARD AND LODGE LLC	45	54	1	1	
72	C4.14	304 W PLEASANT ST	R01.08.13.429.020	HAWKEYE HOLDINGS LLC	45	54	1	1	
73	C4.14	314 W PLEASANT ST	R01.08.13.429.017	BLACKSTAD MELISSA	42	38	1	1	
74	C4.15	143 JAMES AVE	R01.09.18.355.020	DIAZ JESSICA M		35			1
75	C4.15	147 JAMES AVE	R01.09.18.355.022	MEIXL JOSEPH F & DOBSON NANCY DIANE		28			1
76	C4.15	220 STOLTZMAN RD	R01.09.19.101.005	PEPPER CONNOR	19	57	1	1	
77	C4.15	127 FAIRFIELD AVE	R01.09.19.102.009	YOUNG SADANA & DELACRUZ SHANE	33	40	1	1	
78	C4.15	133 FAIRFIELD AVE	R01.09.19.102.010	BIRR SCOTT & JACQUELINE	34	50	1	1	

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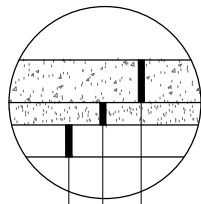
MANKATO, MINNESOTA

2026 LEAD SERVICE LINE REPLACEMENT PROJECT

PROPERTY INDEX

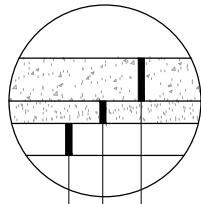
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- 6" RESIDENTIAL CONCRETE DRIVEWAY PAVEMENT (2531) PER MnDOT STANDARD ADA PLANS
- 6" (MIN) AGGREGATE BASE, CL 5 (2211) (INCIDENTAL)
- 6" SUBGRADE PREPARATION (2112) (INCIDENTAL)

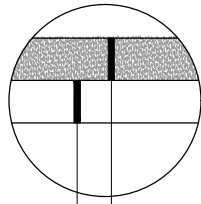
CONCRETE DRIVEWAY PATCH
NOT TO SCALE



- 8" CONCRETE PAVEMENT (2531) [1] [2]
- 8" AGGREGATE BASE, CL 5 (2211) (INCIDENTAL)
- 12" SUBGRADE PREPARATION (2112) (INCIDENTAL)

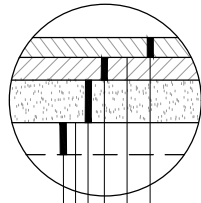
NOTE: MATCH EXISTING TYPICAL SECTION AT CONCRETE PATCH IF EXISTING SECTION IS THICKER THAN PROPOSED
ALL JOINTS NEED TO BE TIED TO EXISTING PAVEMENTS

CONCRETE STREET AND ALLEY PATCH
NOT TO SCALE



- 12" AGGREGATE SURFACING, CL 2 (2118)
- 6" SUBGRADE PREPARATION (2112) (INCIDENTAL)

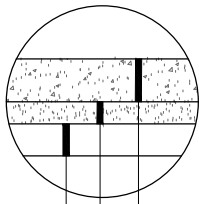
AGGREGATE SURFACING
NOT TO SCALE



- 1.5" TYPE SP 12.5 WEARING COURSE (SPWEB340C) (2360) [2] [3]
- BITUMINOUS TACK COAT (2357) (INCIDENTAL)
- 2.5" TYPE SP 12.5 NON-WEARING COURSE (SPNWB330C) (2360)
- 15" AGGREGATE BASE, CL 5 (2211) (INCIDENTAL)
- BIAXIAL GEOGRID, TYPE 1 (2108) (INCIDENTAL)
- 12" SUBGRADE PREPARATION (2112) (INCIDENTAL)

NOTE: MATCH EXISTING BITUMINOUS SECTION IF THICKER THAN PROPOSED

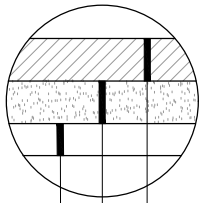
BITUMINOUS STREET PATCH (LOCAL)
NOT TO SCALE



- 4" CONCRETE SIDEWALK (2531) PER MnDOT STANDARD ADA PLANS
- 4" AGGREGATE BASE, CL 5 (2211) (INCIDENTAL)
- 6" SUBGRADE PREPARATION (2112) (INCIDENTAL)

- NOTE:
- FOLLOW CONCRETE DRIVEWAY DETAIL FOR 6" SIDEWALK THROUGH DRIVEWAYS. TRANSITION PANEL FROM 4" TO 6" CONC ON EACH SIDE OF THE DRIVEWAY WILL BE PAID AS CONCRETE DRIVEWAY PATCH.
 - MATCH EXISTING SIDEWALK OR DRIVEWAY SECTION IF THICKER THEN PROPOSED

CONCRETE SIDEWALK PATCH
NOT TO SCALE



- 3.0" TYPE SP 9.5 WEARING COURSE (SPWEA340C) (2360) [3]
- 8" AGGREGATE BASE, CL 5 (2211) (INCIDENTAL)
- 12" SUBGRADE PREPARATION (2112) (INCIDENTAL)

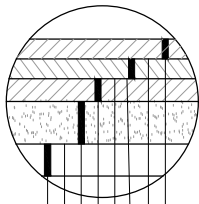
NOTE: MATCH EXISTING DRIVEWAY SECTION IF THICKER THAN PROPOSED

BITUMINOUS DRIVEWAY AND ALLEY PATCH
NOT TO SCALE

PAVEMENT REPLACEMENT NOTE: COST FOR THICKNESS BEYOND PROPOSED TO BE COVERED BY CONSTRUCTION ALLOWANCE

NUMBERED NOTES:

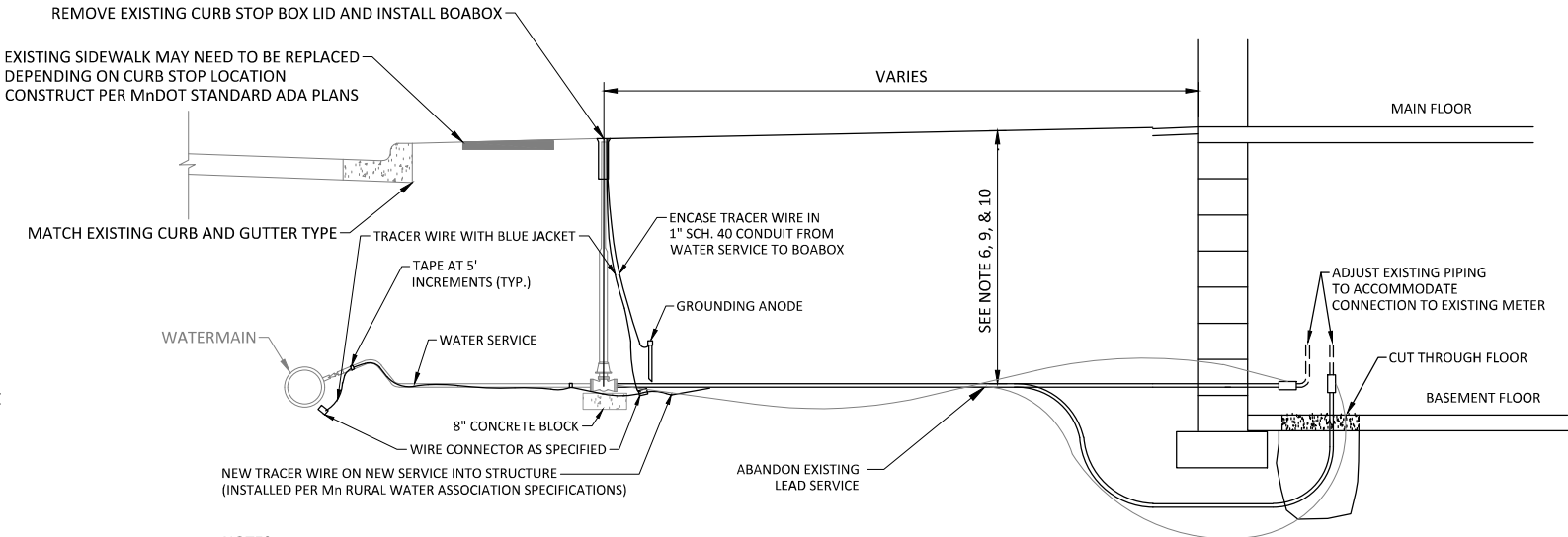
- DRILL & GROUT REINFORCEMENT BARS, DOWER BARS, AND INSTALL DOWEL BASKETS AS REQUIRED TO MATCH EXISTING REINFORCEMENT PATTERNS. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO CONCRETE STREET PATCH.
- STREET PATCHES SHALL BE CONSTRUCTED FULL WIDTH OF THE ROADWAY (LIP OF CURB TO LIP OF CURB, OR EDGE OF ASPHALT TO EDGE OF ASPHALT)
- AGGREGATE MATERIALS FOR FINAL WEARING COURSE SHALL BE COMPRISED OF VIRGIN MATERIAL. NO RECYCLE MIX WILL BE ALLOWED ON THE WEAR COURSE MIXTURE.



- 1.5" TYPE SP 12.5 WEARING COURSE (SPWEB340C) (2360) [2] [3]
- BITUMINOUS TACK COAT (2357) (INCIDENTAL)
- 2.0" TYPE SP 12.5 NON-WEARING COURSE (SPNWB330C) (2360)
- BITUMINOUS TACK COAT (2357) (INCIDENTAL)
- 2.5" TYPE SP 12.5 NON-WEARING COURSE (SPNWB330C) (2360)
- 15" AGGREGATE BASE, CL 5 (2211) (INCIDENTAL)
- BIAXIAL GEOGRID, TYPE 1 (2108) (INCIDENTAL)
- 12" SUBGRADE PREPARATION (2112) (INCIDENTAL)

NOTE: MATCH EXISTING BITUMINOUS SECTION IF THICKER THAN PROPOSED

BITUMINOUS STREET PATCH (COLLECTOR)
NOT TO SCALE

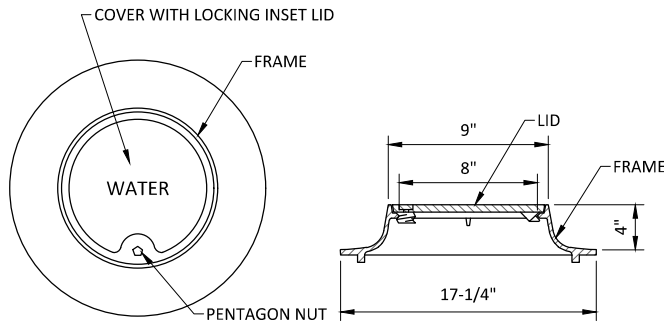


- NOTES:
- BUILDING FOUNDATION MATERIALS MAY VARY FROM RED BRICK, CONCRETE BLOCK, POURED IN PLACE, TO BACKPLASTERED LIMESTONE.
 - CONTRACTOR TO CONFIRM IF ELECTRICAL SERVICE GROUND IS ATTACHED TO EXISTING WATER SERVICE, DISCONNECT GROUNDING FROM WATER SERVICE AND FURNISH AND INSTALL NEW GROUNDING SYSTEM TO MEET STATE ELECTRICAL CODE.
 - VERIFY LOCATION OF SANITARY SEWER SERVICE IN RELATION TO WATER SERVICE.
 - ANODE TO BE INSTALLED WHEN NO TRACER WIRE EXISTS ON MAIN.
 - CONDITION 1 (PULL METHOD) - DISCONNECT THE OLD SERVICE AT THE MAIN OR CURB STOP AND INSIDE THE HOUSE. FEED A CABLE THROUGH THE OLD SERVICE LINE, CONNECT NEW PIPE TO CABLE, AND PULL CABLE BACK TO PIT WITH NEW PIPE. PROVIDE WATER TIGHT SEAL WHERE PIPE ENTERS BUILDING.
 - CONDITION 2 (DIRECTIONAL BORE METHOD) - SAW, REMOVE AND REPLACE CONCRETE FLOOR AT DESIRED LOCATION. ABANDON EXISTING SERVICE AND BORE NEW PIPE FROM MAIN OR CURB STOP TO THE DESIRED LOCATION. NEW LINE SHALL BE INSTALLED AT 7.0' MIN COVER UNLESS PREVENTED BY ROCKY SOIL CONDITIONS.
 - CONNECT TO EXISTING PLUMBING, ADJUSTING EXISTING PIPING AS REQUIRED (BY A LICENSED PLUMBER).
 - PATCH FLOOR WITH CONCRETE AND CLEAN SITE.
 - IF THE WATER SERVICE IS DETERMINED TO HAVE LESS THAN 6.0' COVER WHEN EXPOSED AT THE MAIN OR CURB STOP, THE CONTRACTOR SHALL NOTIFY CITY STAFF PRIOR TO CONSTRUCTING THE NEW LINE. CITY STAFF WILL CHECK FOR RECORDS OF FREEZING ISSUES AND COORDINATE A PLAN WITH THE PROPERTY OWNER.
 - THE CONTRACTOR SHALL MAKE EVERY REASONABLE EFFORT TO ACHIEVE 7.0' COVER ABOVE THE WATER SERVICE LINE OR INSTALL 4-INCHES OF INSULATION IN AREAS WITH LESS THAN 6.0' COVER AS CONSTRUCTION METHODOLOGIES ALLOW.
 - CITY OF MANKATO RIGHT OF WAY PERMIT SHALL BE OBTAINED PRIOR TO WORK BEING PERFORMED IN THE CITY'S RIGHT OF WAY PER SITE.
 - COORDINATE WITH CITY OF MANKATO PUBLIC WORKS IF WATER SHUT DOWN IS REQUIRED TO PERFORM WORK. CONTRACTOR IS RESPONSIBLE FOR NOTIFYING AFFECTED PROPERTY OWNERS/RESIDENTS.
 - CITY PLUMBING PERMIT REQUIRED FOR WORK BEING PERFORMED ON PRIVATE PROPERTY PER SITE.
 - SALVAGING AND REINSTALLING OF WATER METER IS INCIDENTAL. CITY STAFF WILL NOT PARTICIPATE IN THIS WORK.
 - ALL EXISTING SANITARY SEWER SERVICES SHALL BE PROTECTED DURING WATER SERVICE REPLACEMENT OPERATIONS. ANY SANITARY SEWER SERVICE DAMAGED, UNDERMINED, OR OTHERWISE ADVERSELY AFFECTED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE, AS DIRECTED BY THE ENGINEER. ALL WORK REQUIRED TO PROTECT, REPAIR, OR REPLACE SANITARY SEWER SERVICES SHALL BE CONSIDERED INCIDENTAL TO THE WATER SERVICE REPLACEMENT AND NO SEPARATE PAYMENT WILL BE MADE.

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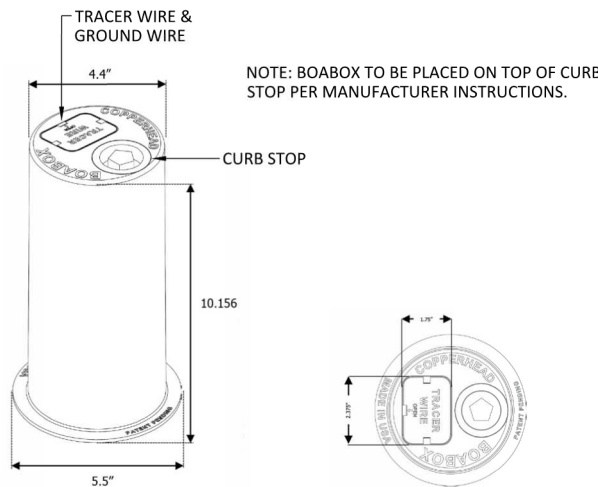
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LEAD SERVICE REPLACEMENT
SECTION VIEW



- NOTES:
- FURNISH AND INSTALL ON CURB STOPS THAT ARE WITHIN CONCRETE, GRAVEL, OR BITUMINOUS SURFACING
 - CASTING ASSEMBLY TO BE FORD METER BOX MODEL A1 OR APPROVED EQUAL

CASTING ASSEMBLY SPECIAL
NOT TO SCALE



BOABOX WATER ACCESS POINT AS
MANUFACTURED BY COPPERHEAD

NOT TO SCALE



AGENDA RECOMMENDATION

Consent Calendar 6. N.

City Council Regular Meeting

Meeting Date: 07/27/2026

Agenda Item:

Set August 24, 2026, as date of public hearing for Capital Improvement Project 11189; TH 169 Revitalization Project.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Construction Services Department is ready to proceed with Capital Improvement Project 11189; Trunk Highway 169 Revitalization Project.

Below is a tentative schedule of events related to the project:

3/9/2026	Resolution ordering preparation of feasibility report.
7/27/2026	Resolution calling for hearing on improvement.
8/19/2026	Public information meeting.
8/24/20026	Project improvement hearing. Resolution receiving report, ordering improvement, preparation of plans & specifications, and authorizing advertisement for bids (preliminary assessment roll provided in report).
12/1/2026	Open bids (MnDOT led).
April 2027	Begin construction.
Fall 2027	Construction substantially complete.
Summer 2028	Possible bituminous mill & overlay construction (MnDOT led).
September 2028	Resolution declaring costs to be assessed and call for assessment hearing. Prepare final assessment roll.
October 2028	Assessment hearing. Resolution adopting assessment.
November 2028	Certify assessment roll to the county auditor.

Staff is recommending the Council pass the resolution(s) setting August 24, 2026, as the date of the improvement hearing for this project.

Setting the date of hearing is the first step in the process of performing an improvement with special assessments. Projects that have special assessments are initiated either through property owner petition, or as in the case of this project, by council.

The feasibility report provides the background of the project, details on the proposed improvements, the cost of the improvements and the method and amount of proposed special assessments. This report is received by the council during the public hearing on the feasibility of the project. The hearing allows all interested persons to provide testimony to the council on the project for council deliberations prior to ordering the project. Should the council find the project feasible, a resolution is passed ordering preparation of plans and specifications, and authorizing advertisement for bids. A property owner informational meeting has been held, and notice will be provided to assessed property owners of the improvement hearing.

The law sets out discrete timelines and procedures for challenging a city's special assessment. For the most part, objections must be raised at or before the assessment hearing. Only those who object at this stage may proceed to appeal an assessment to the district court. Further, these provisions for appeals to the district court are the exclusive method of appeal from a special assessment levied under the local improvement code.

No one can formally object to, or appeal, the amount of an assessment unless the property owner signs a written objection and files it with the city clerk prior to the assessment hearing or presents it to the presiding officer at the hearing.

If the council orders the improvement, the next step in the process is advertising and opening bids based on plans and specifications prepared by the City Engineer. Once bids are opened, they are presented to the council for consideration.

The final assessment hearing is one year after construction is substantially complete. This allows time for any additional assessment items that property owners may choose to add to their assessment (i.e. driveway or service construction on private property).

Assessments are payable over 5, 10, or 15 years, depending on the amount of the assessment. Deferrals are available for property owners who are over 65 years of age, retired by disability, or called to active duty in which paying the assessment would represent a hardship. Interest does accrue on deferred assessments.

Attachments

Resolution

**RESOLUTION CALLING FOR HEARING ON IMPROVEMENT
NUMBER 11189 WITHOUT PETITION**

WHEREAS, it is proposed to improve:

- Trunk Highway 169 from Belgrade Avenue to 3500 feet north of Trunk Highway 14.

By installing sanitary sewer, domestic water, storm sewer, curb and gutter, aggregate base, bituminous surfacing, concrete pavements, pedestrian underpasses, bridges, roundabouts, retaining walls, noise walls, sewer and water services, sidewalks, trails, signage, lighting, intelligent traffic management systems, and landscaping and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

1. A public hearing shall be held on such proposed improvement on the 24th day of August, 2026, in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota at 6:00 p.m. and the City Engineer shall give mailed and published notice of such hearing and improvement as required by law.

This resolution shall become effective upon its adoption.

Passed this 27th day of July, 2026.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 6. O.

City Council Regular Meeting

Meeting Date: 07/27/2026

Agenda Item:

Set August 10, 2026, as the date of public hearing for a variance from Chapter 10, Article II, Division 3, Sec.10-97 of the Mankato City Code to decrease the front yard setback from 30 feet to 0 feet in the R-1, One-Family Dwelling District, to allow for the construction of an accessory structure (405 Ridgewood Street); by request of Brian and Tricia Sarff.

Recommendation/Action(s):

Set August 10, 2026, as the date of hearing to review the variance.

Summary:

Brian and Tricia Sarff are requesting to set August 10, 2026, as the date of public hearing to review a variance from Chapter 10, Article II, Division 3, Sec.10-97 of the Mankato City Code to decrease the front yard setback from thirty feet (30') to zero feet (0') in the R-1, one-family dwelling, zoning district. The property is located at 405 Ridgewood Street and is legally described as the east 120' of Ridgewood Street, lying north of Lot 28, Sunset View Addition, and lying south of Lot 97 and Vacated Alley, Oak Knoll, according to the plats on files and record with the Blue Earth County Recorder.

Mankato City Code requires that all lots provide setbacks from the property line to any structures, including a setback of an accessory shed structure. The required setbacks are determined based on the zoning district. The subject property is zoned R-1, one-family dwelling zoning district, and the proposed use is an approximately 12' X 16' accessory shed. The applicant is seeking a variance to reduce the required front yard setback from thirty feet (30) to zero feet (0).

The applicant previously made an application for a vacation of the street, but withdrew the application after review by the Site Plan and Traffic Advisory Committee. The Committee's recommended action was for the applicant to apply for this variance.

An administrative hearing will be held on July 22, 2026, to gain feedback related to the application.

Attachments

General Location Map

Aerial

Proposed Site Plan

General Location Map



Date: May 2026

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.

Aerial Map



Date: May 2026

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.

Site Plan



Dell Avenue

VACATED 6' ALLEY

Ridgewood Street

RIGHT-OF-WAY LINE

12" WATERMAIN

13.5'±

6' MAX

10' BLUFF SETBACK

FRONT YARD

30'

12'x16' SHED LOCATION

3' ACCESSORY SETBACK

EXISTING DWELLING

28

6' TYP.
DWELLING
SETBACK

SIDE YARD

APPROX. BLUFF LINE

25'

REAR YARD



AGENDA RECOMMENDATION

Consent Calendar 6. P.

City Council Regular Meeting

Meeting Date: 07/27/2026

Agenda Item:

Set August 10, 2026, as the date of public hearing for a variance from Chapter 10, Article V, Division 6, Sec. 10-584 of the Mankato City Code to decrease the front yard setback from the code required 15 feet to 12 feet and to decrease the corner side yard from the code required 7 feet, 6 inches to 0 feet in the B-1, Community Business District, to allow for an updated façade with new finishes and a new exit door and related foundation (1028 North Riverfront Drive); by request of Dustin Lee.

Recommendation/Action(s):

Set August 10, 2026, as the date of public hearing to review the variance request.

Summary:

Dustin Lee is requesting to set the date of hearing for a variance from Chapter 10 of the Mankato City Code to decrease the front yard setback from the code required fifteen feet to twelve feet and to decrease the corner side yard from the code required seven feet, six inches to zero feet in the B-1, Community Business, zoning district. The property is addressed as 1028 N. Riverfront Dr.

The property currently has an existing structure that serves as the location for Pappageorge Restaurant and a future office tenant. The variance is being requested in order to allow for an updated façade with new finishes and a new exit door and related stoop. The building modifications will be to the north of the existing building.

An administrative hearing will be held on July 22, 2026, to gain feedback related to the application.

Attachments

General Location Map

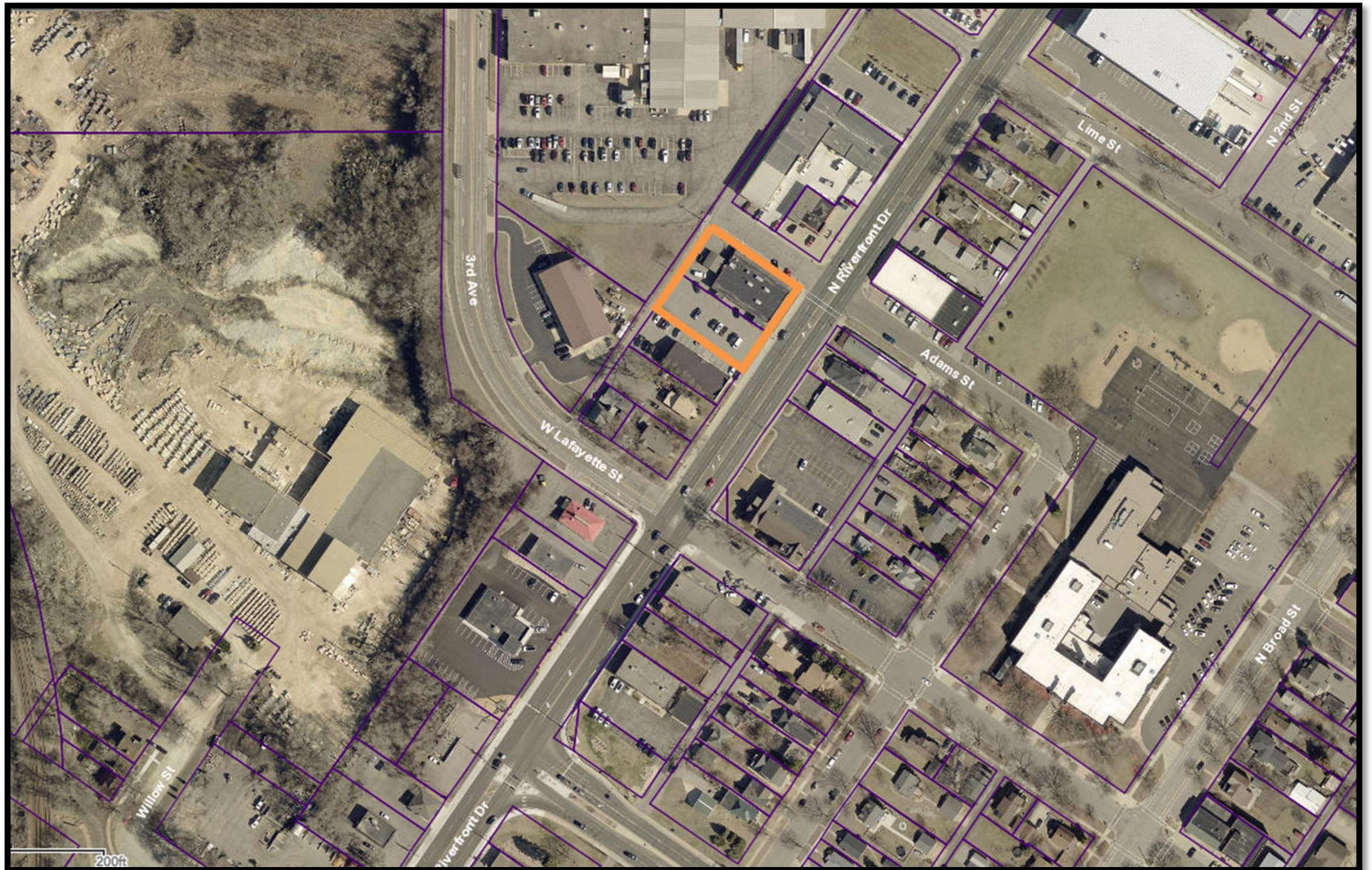
Aerial

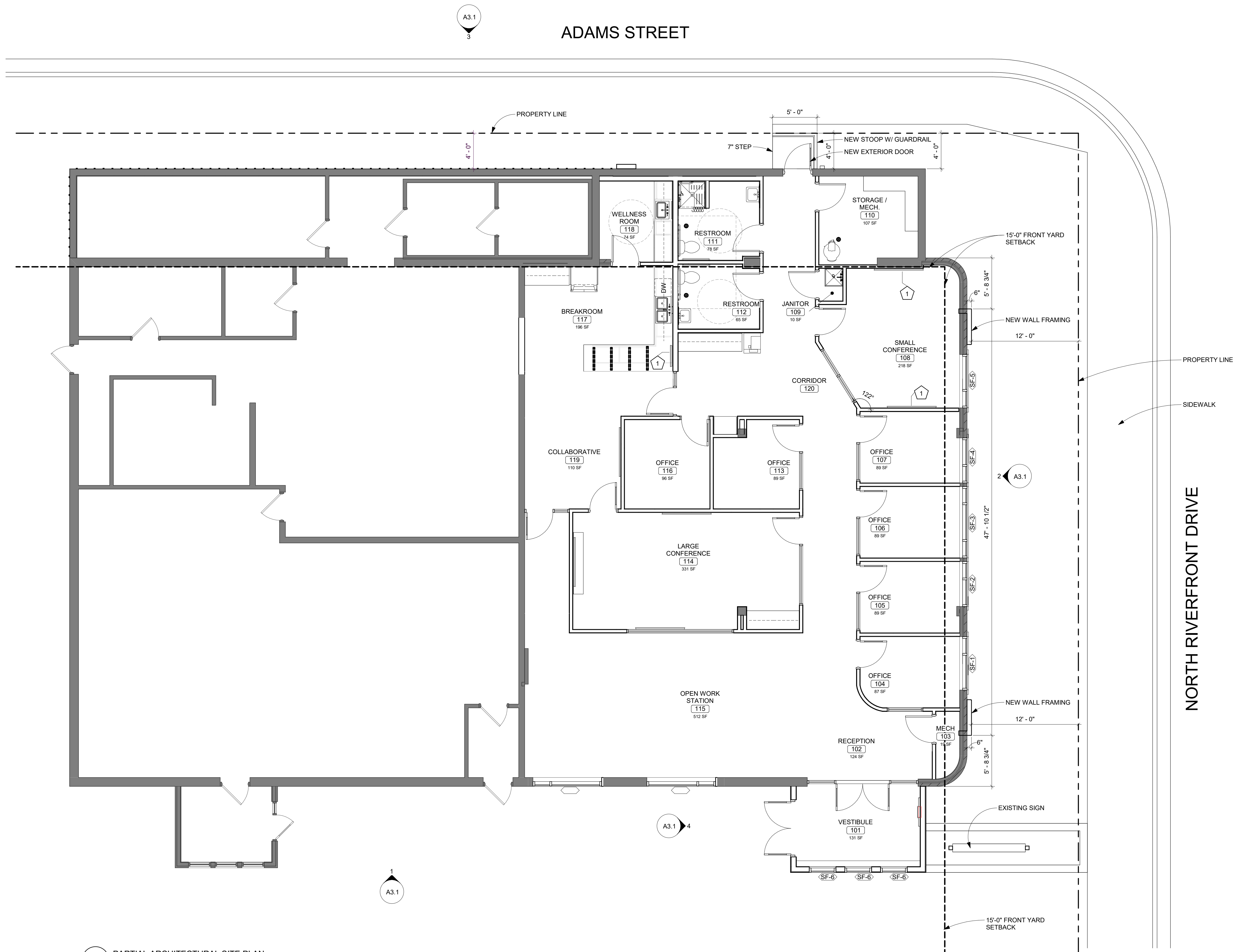
Variance Information

General Location Map

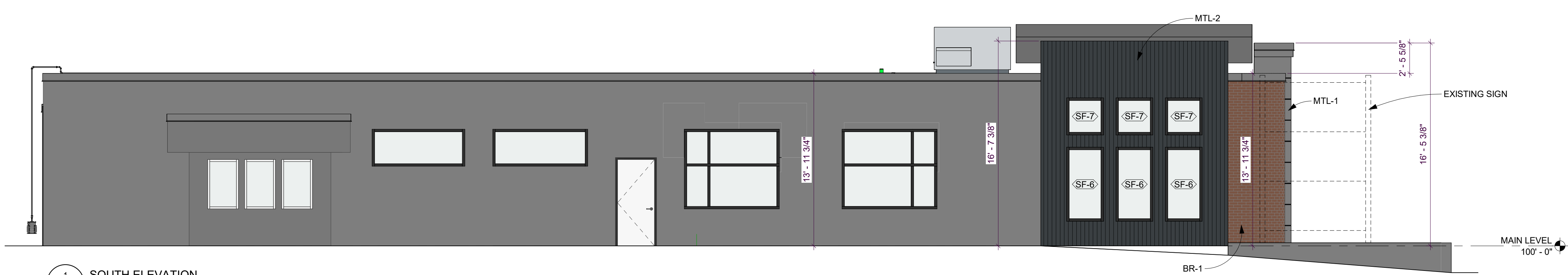


Aerial Location Map





1 PARTIAL ARCHITECTURAL SITE PLAN
AS1.1 SCALE: 3/16" = 1'-0"

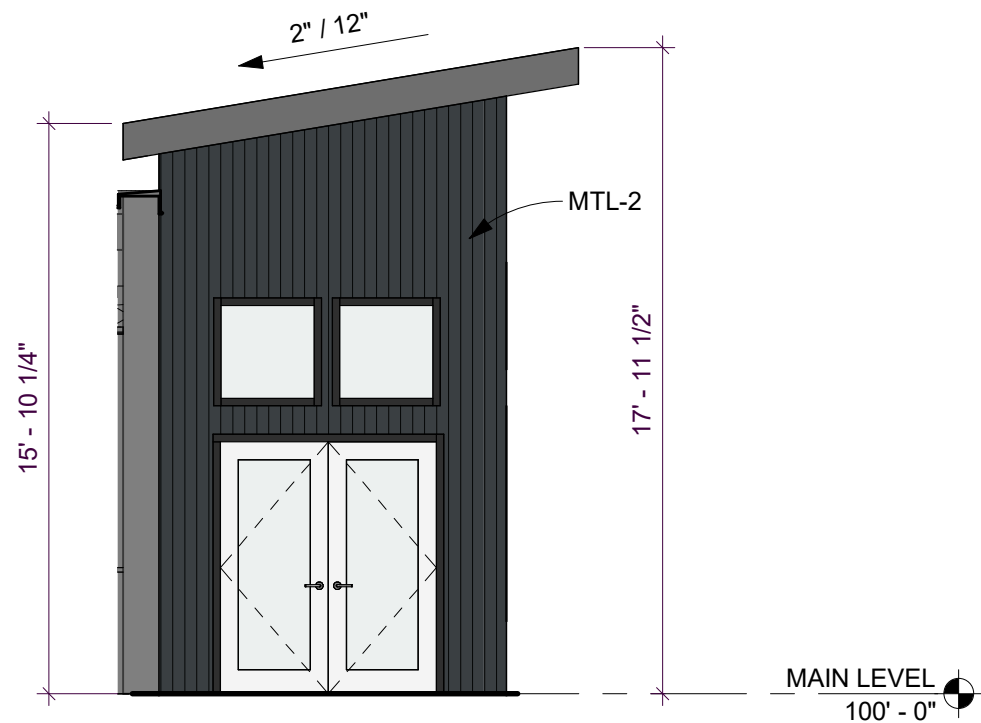


1 SOUTH ELEVATION
A3.1 SCALE: 3/16" = 1'-0"

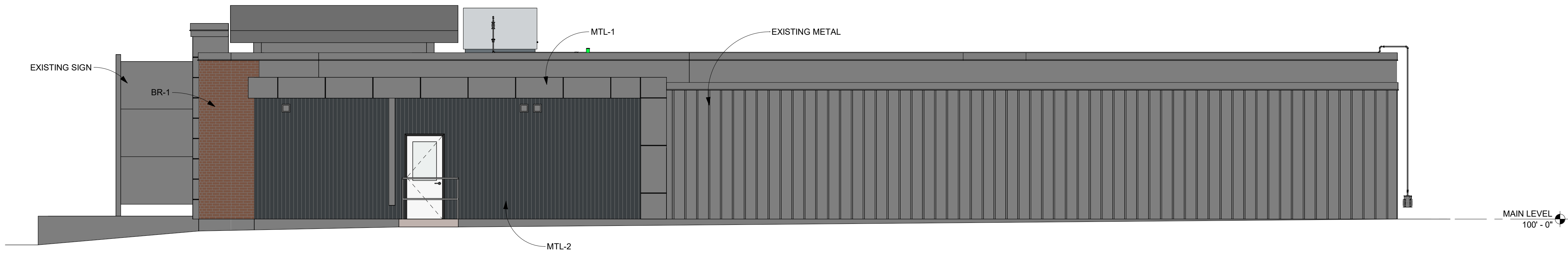
EXTERIOR FINISH LEGEND				
MARK	MFR	MODEL	COLOR	COMMENTS
BRICK STAIN				
BR-1				EXISTING BRICK - STAIN
PAINT				
PNT-1				
PNT-2				
PREFINISHED METAL				
MTL-1	MAC METAL ARCHITECTURAL	POLYMAC		
MTL-2	MAC METAL ARCHITECTURAL	HARRYWOOD PLUS		
MTL-3				PRE-FINISHED METAL PARAPET CAP
ROOFING				
RF-1				
RF-2				



2 EAST ELEVATION
A3.1 SCALE: 3/16" = 1'-0"



4 WEST ELEVATION
A3.1 SCALE: 3/16" = 1'-0"



3 NORTH ELEVATION
A3.1 SCALE: 3/16" = 1'-0"

PRELIMINARY NOT FOR CONSTRUCTION

1028 NORTH RIVERFRONT DR

MANKATO, MN

REVISIONS

PROJECT # 25-033MK
DATE 06.23.26
DRAWN BY DM
CHECKED BY DGH
© 2026 OLESON+HOBBIE ARCHITECTS, LLC.
SHEET TITLE

EXTERIOR ELEVATIONS

SHEET

A3.1

H:\WEB PR\26X143554000\CAD\C3D\143554 V PROP 1.dwg 5/7/2026 8:11 AM



PROPERTY ZONED B-1

B-1 - COMMUNITY BUSINESS DISTRICT
SETBACK REQUIREMENTS - MANKATO
BUILDING SETBACKS (PRIMARY STRUCTURE)

FRONT - 15' IMPERVIOUS PARKING OR STORAGE SURFACE/PORTION OF BUILDING
SIDE - 3' IMPERVIOUS PARKING OR STORAGE SURFACE
SIDE - 6' PORTION OF BUILDING
REAR - 3' IMPERVIOUS PARKING OR STORAGE SURFACE
REAR - 6' PORTION OF BUILDING
MINIMUM LOT AREA = 7,000 SQUARE FEET
MINIMUM STREET FRONTAGE = 100 FEET
MAXIMUM GROUND COVERAGE = 50 PERCENT
MAXIMUM BUILDING HEIGHT = 35 FEET

LEGEND

- 3/4" IRON PIPE MONUMENT SET
MARKED BY LIC. NO. XXXXXX
- MONUMENT FOUND

Horizontal Datum: Blue Earth County
Coordinate System (1996 Adj.)



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SITE PLAN MANKATO, MINNESOTA



**BOLTON
& MENK**

1960 Premier Drive
Mankato, MN 56001
Phone: (507) 625-4171

LOTS 1-A & 1-B, BLOCK 1 ELKS SUBDIVISION,
MANKATO, BLUE EARTH COUNTY, MINNESOTA

FOR: WEB CONSTRUCTION

SDB143554H

JOB NUMBER: 26X.143554.000

FIELD BOOK:

DRAWN BY: CDT

1.0 57-T108N-R26W-(13,14)



AGENDA RECOMMENDATION

Consent Calendar 6. Q.

City Council Regular Meeting

Meeting Date: 07/27/2026

Agenda Item:

Set August 24, 2026, as date of public hearing for Capital Improvement Project 11121; Long Street and Emerson Lane.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Construction Services Department is ready to proceed with Capital Improvement Project 11121; Long Street and Emerson Lane Improvements.

Below is a tentative schedule of events related to the project:

6/8/2026	Resolution ordering preparation of feasibility report.
7/27/2026	Resolution calling for hearing on improvement.
8/12/2026	Public informational meeting.
8/24/2026	Project improvement hearing. Resolution receiving report, ordering improvement, preparation of plans & specifications, and authorizing advertisement for bids (preliminary assessment roll provided in report).
2/1/2027	Advertise for bid.
3/1/2027	Open bids.
3/22/2027	Award bid.
May-June 2027	Pre-construction public informational meeting.
June 2027	Begin construction
Fall 2027	Construction substantially complete.
June-July 2028	Final lift of pavement (final completion).
September 2028	Resolution declaring costs to be assessed and call for an assessment hearing. Prepare final assessment roll.
October 2028	Assessment hearing. Resolution adopting assessment.
November 2028	Certify assessment roll to the county auditor.

Staff is recommending the Council pass the resolution(s) setting August 24, 2026, as the date of the improvement hearing for this project.

Setting the date of hearing is the first step in the process of performing an improvement with special assessments. Projects that have special assessments are initiated either through property owner petition, or as in the case of this project, by council.

The feasibility report provides the background of the project, details on the proposed improvements, the cost of the improvements and the method and amount of proposed special assessments. This report is received by the council during the public hearing on the feasibility of the project. The hearing allows all interested persons to provide testimony to the council on the project for council deliberations prior to ordering the project. Should the council find the project feasible, a resolution is passed ordering preparation of plans and specifications, and authorizing advertisement for bids. A property owner informational meeting has been held, and notice will be provided to assessed property owners of the improvement hearing.

The law sets out discrete timelines and procedures for challenging a city's special assessment. For the most part, objections must be raised at or before the assessment hearing. Only those who object at this stage may proceed to appeal an assessment to the district court. Further, these provisions for appeals to the district court are the exclusive method of appeal from a special assessment levied under the local improvement code.

No one can formally object to, or appeal, the amount of an assessment unless the property owner signs a written objection and files it with the city clerk prior to the assessment hearing or presents it to the presiding officer at the hearing.

If the council orders the improvement, the next step in the process is advertising and opening bids based on plans and specifications prepared by the City Engineer. Once bids are opened, they are presented to the council for consideration.

The final assessment hearing is one year after construction is substantially complete. This allows time for any additional assessment items that property owners may choose to add to their assessment (i.e. driveway or service construction on private property).

Assessments are payable over 5, 10, or 15 years, depending on the amount of the assessment. Deferrals are available for property owners who are over 65 years of age, retired by disability, or called to active duty in which paying the assessment would represent a hardship. Interest does accrue on deferred assessments.

Attachments

Resolution

RESOLUTION CALLING FOR HEARING ON IMPROVEMENT NUMBER 11121 WITHOUT PETITION

WHEREAS, it is proposed to improve:

- Long Street from Main Street to Madison Avenue, and Emerson Lane from Pfau Street to N Belmont Drive.

By installing sanitary sewer, domestic water, storm sewer, curb and gutter, aggregate base, bituminous surfacing, sewer and water services, sidewalks, signage, lighting, and landscaping and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

1. A public hearing shall be held on such proposed improvement on the 24th day of August, 2026, in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota at 6:00 p.m. and the City Engineer shall give mailed and published notice of such hearing and improvement as required by law.

This resolution shall become effective upon its adoption.

Passed this 27th day of July, 2026.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

7. A.

Meeting Date: 07/27/2026

Agenda Item:

Resolution approving the Minnesota River-Mankato Comprehensive Watershed Management Plan Joint Powers Collaborative Agreement.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

In 2024, the City Council authorized the City to participate in the development of the Minnesota River-Mankato Comprehensive Watershed Management Plan. IN January 2026, the Council received an update and adopted the plan. The Plan has been approved by the Minnesota Board of Water and Soil Resources.

Since that time, the various members that are eligible to be a part of the Watershed have been working on the development of the bylaws and a cost-sharing policy. The Bylaws and Cost Sharing Policy have been adopted by the Policy Advisory Committee, which is made up of Elected representatives from each of the member jurisdictions. Council Member Laven has been serving as our designee member.

The next step in the process is to consider joining the Joint Powers Collaborative by Agreement. This Agreement does not establish a Joint Powers Entity but sets the terms and provisions by which the Parties “may jointly or cooperatively exercise any power common to the contracting Parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised.” (Minn. Stat. § 471.59). As is permitted under Minnesota Statutes Section 471.59, the Parties agree that under this Agreement, one or more of the Parties may exercise any power common to them on behalf of the other participating units.

A few key elements of the agreement that should be noted include:

- The members include:
 1. The Counties of Blue Earth, Nicollet, Le Sueur
 2. The Soil and Water Conservation Districts of Blue Earth, Nicollet, and Le Sueur
 3. The Cities of Lake Crystal, North Mankato, Mankato, and Saint Peter
- The agreement remains in effect until canceled.
- The City may withdraw from the agreement upon providing 60 days' notice.
- The parties will be governed by a Policy Advisory Committee and a Technical Advisory Committee.
- Nicollet County is serving as the Fiscal Agent.
- We are recommending Rick Baird, Environmental Services Coordinator, to serve as our Authorized Representative, shown in Section 13 of the Agreement.

Elements from the Bylaws that should be noted include:

- The Policy Advisory Committee members are made up of one elected official from each member entity.
- Amendments to the Minnesota River-Mankato Comprehensive Watershed Management Plan may be made by a simple majority vote of the members present at a meeting, provided there are enough members to make a quorum. As a result, the Council should make sure that the designated representative is able to attend meetings which are during daytime hours.
- Meetings will be held at the Nicollet County Health and Human Services Building in St. Peter.

The 2026-2027 cost to participate is \$1,000 per entity. If the Council wishes to authorize the agreement, we recommend allocating funds from the membership line item in the Storm Water Fund budget. Staff recommends adoption of the resolution authorizing entering into the agreement.

Attachments

Resolution
Agreement

CITY OF MANKATO

**RESOLUTION APPROVING THE MINNESOTA RIVER-MANKATO COMPREHENSIVE
WATERSHED MANAGEMENT PLAN JOINT POWERS COLLABORATIVE AGREEMENT**

WHEREAS, the City of Mankato is a political subdivision of the State of Minnesota and is a Charter City authorized under Minnesota Chapter 410 and the Charters with authority to provide a wide range of services for benefit of their citizens and communities, these powers include the power to enter into this Joint Powers Collaborative Agreement for the benefit of the City; and

WHEREAS, the City has an interest and statutory authority to implement the Minnesota River - Mankato Comprehensive Watershed Management Plan to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil health and productivity, protect water quality, reduce flood risk and associated damages, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, the City previously adopted the Minnesota River-Mankato Comprehensive Watershed Management Plan and desire to enter into the agreement to administer the plan.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Mankato, that the Mayor and the City Manager are authorized to enter into Minnesota River-Mankato Comprehensive Watershed Management Plan Joint Powers Collaborative Agreement.

BE IT FURTHER RESOLVED, that Council Member Mike Laven shall be designated as the City's representative to the Policy Advisory Committee and Rick Baird, Environmental Services Coordinator, shall serve on the Technical Advisory Committee and as the City's representative relative to the agreement.

This resolution shall become effective immediately and without publication.

Dated this 27th day of July 2026.

Najwa Massad
Mayor

Attest: _____
Rena Kopischke, MMC
City Clerk



MINNESOTA RIVER – MANKATO COMPREHENSIVE WATERSHED MANAGEMENT PLAN JOINT POWERS AGREEMENT

This Joint Powers Agreement [hereinafter “Agreement”] is made and entered into by and between the following Parties (sometimes referred to as members):

The Counties of Blue Earth, Nicollet, and Le Sueur by and through their respective County Board of Commissioners; and

The Blue Earth, Nicollet, and Le Sueur Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors; and

The Cities of Lake Crystal, North Mankato, Mankato, and Saint Peter, by and through their respective City Councils and Administrators.

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts [hereinafter “SWCD”s] of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to provide technical assistance to landowners and carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the Cities to this Agreement are political subdivisions of the State of Minnesota and consist of a combination of Charter Cities authorized under Minnesota Chapter 410 and their respective Charters and Statutory Cities authorized under Minnesota Chapter 412, with authority under Minnesota Statutes and their respective Charters, to provide a wide range of services for benefit of their citizens and communities, these powers include the power of each city to enter into this joint powers Agreement for the benefit of the city.

WHEREAS, the Parties to this Agreement have a common interest and/or statutory authority to implement the Minnesota River - Mankato Comprehensive Watershed Management Plan to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil health and productivity, protect water quality, reduce flood risk and associated damages, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to

Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities.

WHEREAS, pursuant to Minnesota Statute Section 103B.101, subdivision 14, the Minnesota Board of Water and Soil Resources [hereinafter “BWSR”] “may adopt resolutions, policies, or orders that allow a comprehensive plan, local water management plan, or watershed management plan, developed or amended, approved and adopted, according to chapter 103B, 103C, or 103D, to serve as substitutes for one another or be replaced with a comprehensive watershed management plan.”

WHEREAS, the Parties previously entered into a Memorandum of Agreement to develop a plan pursuant to Minnesota Statute Section 103B.801, Comprehensive Watershed Management Planning. The Memorandum of Agreement is set to expire June 30, 2026. This Comprehensive Watershed Management Plan Joint Powers Agreement does not alter the terms or obligations set forth in the Memorandum of Agreement.

WHEREAS, it is understood by all the Parties to this Agreement that the Minnesota River - Mankato Comprehensive Watershed Management Plan does not replace or supplant local land use, planning, or zoning authority, but, instead, provides a framework to provide increased opportunities for cooperation and consistency on a watershed basis, and to allow local governments to cooperatively work together to implement projects with the highest return on investment for improving water quality/quantity issues on a watershed basis.

WHEREAS, the Parties have formed this Agreement for the specific goal of implementing the Minnesota River - Mankato Comprehensive Watershed Management Plan pursuant to Minnesota Statutes Section 103B.801.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Purpose of the Agreement:** The Parties to this Agreement recognize the importance of partnerships to implement protection and restoration efforts for the Minnesota River - Mankato Watershed Planning area (*see Attachment A with a map of the planning area*) on a cooperative and collaborative basis together under this Agreement pursuant of the authority contained in Minnesota Statutes Section 471.59. The purpose of this Agreement is to collectively implement, as local government units, the Minnesota River - Mankato Comprehensive Watershed Management Plan while providing assurances that decision-making spanning political boundaries is supported by an in-writing commitment from participants.

This Agreement does not establish a Joint Powers Entity but sets the terms and provisions by which the Parties “may jointly or cooperatively exercise any power common to the contracting Parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised.” Minn. Stat. § 471.59. As is permitted under Minnesota Statutes Section 471.59, the Parties agree that under this Agreement, and as agreed upon and recommended by the Policy Advisory Committee, one or more of the Parties may exercise any power common to them on behalf of the other participating units. This Agreement may include a financial obligation and the ability to share

resources.

Parties signing this Agreement will be collectively referred to as the Minnesota River - Mankato Watershed Collaboration [hereinafter "MR-MWC"].

2. **Term:** This Agreement is effective upon signature of all Parties, in consideration of the Minnesota Board of Water and Soil Resources operating procedures; and will remain in effect until canceled according to the provisions of this Agreement or earlier terminated by law.

3. **Qualifying Party:** A SWCD, County, or City authorized to carry out water planning and resource management responsibilities and that is located within the Minnesota River – Mankato Watershed is eligible to become a party to this Agreement. To become a party, the SWCD, County, or City desiring to join as a party shall first adopt the Plan.

4. **Adding Additional Parties:** A qualifying party within the Minnesota River - Mankato Watershed Planning area desiring to become a member of this Agreement shall indicate its intent by adoption of a resolution that includes a request to the Policy Advisory Committee to join the MR-MWC. In addition to the resolution, a qualifying party shall submit the name and contact information of the representatives appointed by the local government unit that will serve on the Policy Advisory Committee. The request of the qualifying party to become a member shall be presented for consideration of the governing bodies of the existing Parties after the request is considered by the Policy Advisory Committee. The joining party agrees to abide by the terms and conditions of the Agreement, including but not limited to the bylaws, policies and procedures adopted by the Policy Advisory Committee

5. **Withdrawal of Parties:** A party desiring to leave the membership of the MR-MWC shall indicate its intent, in writing, to the Policy Advisory Committee in the form of an official board resolution adopted by the withdrawing party's governing body. Notice must be made at least 60 days in advance of leaving the Agreement. Any party that leaves the membership of the Agreement remains obligated to comply with the terms of any grants the MR-MWC has at the time of the party's notice to leave membership and remains obligated to comply with the grant terms until the grant has expired or has been closed out.

6. **General Provisions:**

a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local statutes, ordinances, rules, and regulations now in effect, or hereafter adopted, pertaining to this Agreement, or to the facilities, programs, and staff for which the Agreement is responsible.

b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, or their officers, employees or agents. The

provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes Section 471.59, subd. 1a(a), and this is not intended to create any liability or exposure of one party for the acts or omissions of any other party.

c. **Employee Status:** The Parties agree that respective employees or agents of each party shall remain the employees or agents of each individual respective party and shall not be considered employees of any other party or of the collaborative, and shall not be entitled to any compensation, rights or benefits of any kind from any other party or from the collaborative.

d. **Records Retention and Data Practices:** The Parties agree that each respective party will be responsible for complying with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13), and the Official Records Act (Minn. Stat. § 15.17) for the data collected, created, received, maintained, disseminated or stored by each respective party pursuant to the terms of this Agreement. If this Agreement is terminated, all records will be turned over to the Fiscal Agent for continued retention.

e. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.

f. **Termination:** This Agreement will remain in full force and effect until canceled by all Parties through resolutions executed by the governing body of each member, unless otherwise terminated in accordance with law or other provisions of this Agreement. If termination should occur any remaining assets shall be disbursed as follows: 1) assets that have been purchased with grant funding wherein the Agreement requires tracing of the asset and specific disposal requirements shall be disposed of in accord with the funding Agreement; 2) remaining assets shall be liquidated and any monies shall first be applied to any debt or obligation remaining; 3) after satisfaction of any debt or obligation the remaining assets shall be divided in proportion to total contributions to the then remaining Parties to the Agreement.

g. **Amendment:** Any proposed amendments to this Agreement may be initiated by the Policy Advisory Committee. If the Policy Advisory Committee approves the amendment by a simple majority vote (50 percent plus one of the total committee membership), the Policy Advisory Committee may send the amendment to the Parties' governing bodies for consideration. Amendments shall be acted upon by the Parties within 90 days of referral. No amendment to this Agreement is effective until all Parties' governing boards have approved the amendment.

h. **Dispute Resolution:** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the Parties to the dispute are unable to resolve the issue through good faith discussions, the Parties agree to use mediation services to attempt to resolve the dispute. The Parties shall work cooperatively to select a mediator within 30 days of notice of the dispute, the cost of which shall be shared equally among the Parties to the dispute. If mediation fails to resolve a dispute between Parties, then the Parties will resolve the dispute through litigation.

i. **Notices:** In addition to any notice required under applicable law to be given in another manner, any notices required under this Agreement must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (returned receipt requested), to the business address of the Authorized Representative to whom it is directed.

j. **Binding Effect and Modification:** This Agreement shall be binding upon and inure to the benefit of the Parties. No change or modification of the terms or provisions of this Agreement shall be binding on the Parties unless such change or modification is in writing, has been approved by the Policy Advisory Committee, approved by all Parties' governing bodies, and signed by the authorized official of each Party.

k. **Minnesota Law Governs:** The laws of the state of Minnesota shall govern this Agreement and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in the courts located in the State of Minnesota.

l. **No Third-Party Beneficiary Rights:** Nothing in this Agreement is intended or may be construed to create third party beneficiary rights or to give any person or entity, other than the Parties, any legal or equitable right, remedy, or claim under this Agreement.

m. **No Assignment:** No Party to this Agreement shall assign, delegate, or transfer any rights or obligations under this Agreement without the prior written consent of the other Parties.

n. **Membership Dues:** Local funding may be provided by establishing a "membership dues" system payable by January 31st of each year. The amount of membership dues will be based on a flat rate amount, not to exceed \$2,500 per entity, established in the by-laws that are approved by the PAC.

7. Administration:

a. **Establishment of Committees for Implementation of the Minnesota River - Mankato Comprehensive Watershed Management Plan:** Committees will be established to carry out the coordinated implementation of the Minnesota River - Mankato Comprehensive Watershed Management Plan. A committee must include at least one Policy Advisory Committee Member or Local Implementation Work Group Member or proxy. The committee should also include other related service providers and subject matter experts. The Parties agree to establish,

under this Agreement, a Policy Advisory Committee, Technical Advisory Committee and a Local Implementation Work Group. Additional committees may be created to review and examine specific issues, topics of concern, and carry out implementation of this plan.

- i. **The Policy Advisory Committee:** The Parties agree to establish a Policy Advisory Committee [hereinafter “PAC”] for the purpose of implementing the Minnesota River - Mankato Comprehensive Watershed Management Plan. The PAC will operate cooperatively and collaboratively, but not as a separate entity. Each governing entity shall appoint one representative, who must be an elected member of each governing entity to the PAC. Each governing entity may choose to appoint one alternate to serve on the PAC appointed member. PAC members agree to keep their respective governing entities regularly informed on the implementation of the Minnesota River - Mankato Comprehensive Watershed Management Plan. Each representative shall have one vote, subject to the authority delegated by their respective governing entity. The PAC will establish bylaws to describe the functions and operations of all committees. Once established, the PAC will follow the bylaws adopted and have the power to modify the bylaws. The PAC will meet as needed, but no less than bi-annually, to advise implementation of the Minnesota River - Mankato Watershed Management workplan. Each member of the PAC, subject to the authority delegated by their respective governing body, shall have the authority to act on behalf of the Party they represent in all matters relevant to the implementation of the Minnesota River - Mankato Comprehensive Watershed Management Plan, including but not limited to, the recommendation to approve grant applications, grant Agreements, interim reports, payment of invoices, and entering into professional contracts. The PAC shall also approve an annual work plan and annual budget consisting of an itemized statement of the Minnesota River - Mankato Comprehensive Watershed Management Plan, revenues and expenses for the ensuing calendar year. The annual work plan and annual budget shall be presented to the Parties’ respective governing bodies for approval.
- ii. **Technical Advisory Committee:** The PAC and Local Implementation Work Group shall utilize a Technical Advisory Committee [hereinafter “TAC”] to assist with developing workplans, measuring results, and providing recommendations for plan implementation efforts. Meetings will be held as needed but shall occur at least once per year. Invited participants to TAC meetings shall include, but are not limited to: staff from State Agencies, other local Government Units with the Watershed Boundary, and nonprofits.
- iii. **The Local Implementation Work Group:** The Parties agree to establish a Local Implementation Work Group [hereinafter “LIWG”], which shall consist of, but not limited to, local staff, including local county staff, local city staff, local SWCD staff, and BWSR staff for the purposes of logistical, and day-to-day decision-making in the implementation of the Minnesota River - Mankato Comprehensive Watershed Management Plan. The LIWG shall prepare a draft annual work plan and budget consisting of an itemized statement of the Minnesota River - Mankato Comprehensive Watershed Management Plan revenues and expenses for the ensuing calendar year which shall be presented to the Policy Advisory Committee for review. The Local Implementation Work Group will meet as needed but shall

meet at least quarterly each year.

8. **Implementation of the Plan.** The Parties agree to adopt and begin implementation of the Minnesota River - Mankato Comprehensive Watershed Management Plan within 120 days of state approval and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

9. **Fiscal Agent:** The PAC shall appoint one of the Parties to the Agreement to be the Fiscal Agent. The appointed Fiscal Agent agrees to:

- a. Accept all responsibilities associated with any grant Agreements executed by the Fiscal Agent for the implementation of the Minnesota River - Mankato Comprehensive Watershed Management Plan.
- b. Perform financial transactions as part of any executed grant Agreement and contract implementation.
- c. Provide strict accountability of all funds, report all receipts and disbursements, and annually provide a full and complete audit report of the grant.
- d. Provide the PAC with the records necessary to describe the financial condition of the grant Agreement.
- e. Include the grant information on the Fiscal Agent's website.
- f. Retain fiscal records consistent with the Fiscal Agent's records retention schedule (See Section 6.d.).
- g. Perform any other duties as assigned.
- h. The Fiscal Agent on behalf of the MR-MWC may enter into Agreements with one or more of the members, or select a contractor, to carry out additional roles that may be needed for plan implementation efforts which include but are not limited to Education/Outreach, Project Coordinator, and Technical Assistance/Engineering.

10. **Plan Administration:** The PAC shall appoint, annually, one of the Parties to the Agreement to be the Plan Coordinator, being the point of contact for, and handling of the day-to-day administrative work of the Minnesota River - Mankato Comprehensive Watershed Management Plan. The appointed Plan Coordinator agrees to:

- a. Accept all day-to-day responsibilities associated with the implementation of grants received for implementing the Mankato Comprehensive Watershed Management Plan, including being the primary contact for any grant Agreements, and any reporting requirements associated with any grant Agreements not otherwise stated.
- b. Provide the PAC with the necessary records to describe the implementation of the Minnesota River - Mankato Comprehensive Watershed Management Plan.
- c. Provide for proper public notice of all meetings.
- d. Ensure that minutes of all PAC meetings are recorded and made available in a timely manner to the PAC and maintain a file of all approved minutes including corrections and changes.
- e. Retain records consistent with the Fiscal Agent's records retention schedule until termination of the Agreement. (See Section 6.f.). Upon termination, the records will be turned over to the Fiscal Agent.
- f. Perform any other duties to keep the PAC and the LIWG informed about the implementation of the Minnesota River- Mankato Comprehensive Watershed Management Plan MR-MCW).

11. Reassignment, Removal, or Vacated Position of Plan Coordinator:

- a. Any PAC member that desires to reassign the Plan Coordinator at any time later than the first PAC meeting of each calendar year shall notify all PAC members 30 days prior to the actual vote. The PAC may by majority vote reassign Plan Coordinator responsibilities to another Party or Parties.
- b. If the Plan Coordinator wishes to vacate their role, the Plan Coordinator shall give a 30-day notice of intent to vacate to the PAC Chair. The PAC shall meet as soon as practicable to designate another Party or Parties to fill the role.
- c. If it is found the assigned Plan Coordinator has staff guilty of malfeasance, or is unable to perform duties, the PAC Chair shall schedule an emergency meeting as soon as practicable to consider assigning another Party or Parties to fill the role.
- d. The Plan Coordinator shall transfer records to the newly serving Plan Coordinator(s) within 30 days of the PAC formally appointing a new Plan Coordinator(s) and provide training required to assume the duties.

12. Reassignment, Removal, or Vacated Position of Fiscal Agent:

- a. Any PAC member that desires to reassign the Fiscal Agent at any time later than the respective grant funding request shall notify all PAC members 30 days prior to the actual vote. The PAC may by majority vote reassign Fiscal Agent responsibilities to another Party or Parties.
- b. If the assigned Fiscal Agent Party wishes to vacate their role, a 30 day notice of vacating said role shall be given prior to vacating the position by the vacating Party to the PAC Chair and Plan Coordinator. The PAC shall meet as soon as practicable to assign another Party or Parties to fill the role.
- c. If it is found the assigned Fiscal Agent has staff guilty of malfeasance, or is unable to perform duties, the PAC Chair shall schedule an emergency meeting as soon as practicable to consider assigning another Party or Parties to fill the role.
- d. The Fiscal Agent shall notify the grantor of the new Fiscal Agent within 30 days of the PAC formally appointing a new Fiscal Agent, and shall thereafter follow the Grantor's process to transfer records and funds to the new Fiscal Agent and provide training required to assume the duties.
- e. A new sub agreement will be made and entered into between the newly serving Fiscal Agent Party and the PAC.

13. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

<u>Blue Earth County</u> Scott Salsbury or successor Land Use Planner 410 S 5 th Street Mankato MN 56001 1 (507) 304-4489	<u>Blue Earth Soil & Water Conservation District</u> Jerad Bach or successor District Manager 1160 S Victory Drive Suite 5 Mankato MN 56001 1 (507) 345-4744
<u>Le Sueur County</u> Holly Bushman or successor Water Resources Manager 88 S Park Avenue Le Center MN 56057 1 (507) 357-8540	<u>Le Sueur County Soil & Water Conservation District</u> Mike Schultz or successor District Manager 181 W Minnesota Street Le Center MN 56057 1 (507) 419-0365
<u>Nicollet County</u> Steven Budka or successor Environmental Specialist 501 S Minnesota Avenue Saint Peter MN 56082 1 (507) 934-7073	<u>Nicollet Soil & Water Conservation District</u> Kevin Ostermann or successor District Manager 501 7 th Street PO BOX 457 Nicollet MN 56074 1 (507) 232-2550
<u>City of Lake Crystal</u> Angela Grafstrom or successor City Administrator 10 E Robinson Street Lake Crystal MN 56055 1 (507) 726-2538	<u>City of North Mankato</u> Luke Arnold or successor Public Works Director 1139 Center Street North Mankato MN 56003 1 (507) 345-5570
<u>City of Mankato</u> Rick Baird or successor Environmental Services Coordinator 501 S Victory Drive Mankato MN 56001 1 (507) 387-8543	<u>City of Saint Peter</u> Curtis Thompson or successor Water Resources Superintendent 405 W Julien Street Saint Peter MN 56083 1 (507) 934-0670

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

Party; **Blue Earth County**

Approved:

By: _____
Board Chair

Date

By: _____
County Administrator

Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

Party; **Le Sueur County**

Approved:

By: _____
Board Chair

_____ Date

By: _____
County Administrator

_____ Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

Party; **Nicollet County**

Approved:

By: _____
Board Chair

_____ Date

By: _____
County Administrator

_____ Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

Party; **Blue Earth Soil & Water Conservation District**

Approved:

By: _____
Board Chair

Date

By: _____
District Manager

Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

Party; **Le Sueur County Soil & Water Conservation District**

Approved:

By: _____
Board Chair

_____ Date

By: _____
District Manager

_____ Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

Party; **Nicollet Soil & Water Conservation District**

Approved:

By: _____
Board Chair

_____ Date

By: _____
District Manager

_____ Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

Party; **City of North Mankato**

Approved:

By: _____
Mayor Date

By: _____
City Administrator Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

Party; **City of Mankato**

Approved:

By: _____
Mayor Date

By: _____
City Manager Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

Party; **City of Saint Peter**

Approved:

By: _____
Mayor Date

By: _____
City Administrator Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

Party; **City of Lake Crystal**

Approved:

By: _____
Mayor Date

By: _____
City Administrator Date

Minnesota River - Mankato Watershed

