

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF NORTHFIELD  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

State Project Number (SP):	<u>6614-33</u>	Original Amount Encumbered
Trunk Highway Number (TH):	<u>246=246</u>	<u>\$508,000.00</u>
City Project Number (CP):	<u>STRT2024-A79</u>	

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

**Recitals**

1. The City will perform grading, trail paving, storm sewer, and retaining wall construction and other associated construction upon, along, and adjacent to Trunk Highway No. 246 from Station 0+95 to Station 12+95 according to City-prepared plans, specifications, and special provisions designated by the City as STRT2024-A79 and by the State as State Project No. 6614-33 (TH 246=246) ("Project"); and
2. The City requests the State participate in the costs of the Shared Use Path ("SUP") construction and the State is willing to participate in the costs of said construction and associated construction engineering up to the capped amount; and
3. The State will own the Shared Use Path after construction and the City will maintain the Shared Use Path as outlined in this Agreement; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

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

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 6. Maintenance by the City; 11. Liability; Worker Compensation Claims; Insurance; 14. State Audits; 15. Government Data Practices; 16. Governing Law; Jurisdiction; Venue; and 18. Force Majeure.
- 1.4. **Plans, Specifications, and Special Provisions.** State Aid-approved City plans, specifications, and special provisions designated by the City as STRT2024-A79 and by the State as State Project No. 6614-33 (TH 246=246) are on file in the office of the City's Engineer and incorporated into this Agreement by reference (Project Plans).
- 1.5. **Exhibits.** Preliminary Schedule "I" is attached and incorporated into this Agreement.

## 2. Right-of-Way Use

- 2.1. Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy State Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the Project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this Project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the State Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may notify and require the City (and its contractors and consultants) to suspend their operations until the City (and its contractors and consultants) take all necessary actions to rectify the situation to the satisfaction of the State. The State will have no liability to the City (or its contractors or consultants) for exercising or failing to exercise its rights under this provision.
- 2.3. Traffic Control; Worker Safety.** While the City (and its contractors and consultants) are occupying the State's Trunk Highway Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's Trunk Highway Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. State Ownership of Improvements.** The State will retain ownership of its State Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.
- 2.5. Utility Relocation.** The State authorizes the City to issue Notices and Orders for utility relocation in accordance with Minnesota Statutes §161.45 and Minnesota Rules Part 8810.3100 through 8810.3600.

## 3. Contract Award and Construction

- 3.1. Bids and Award.** The City will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. Bid Documents Furnished by the City.** The City will, within seven days of opening bids for the construction contract, submit to the State's District Engineer a copy of the low bid and an abstract of all bids together

with the City's request for concurrence by the State in the award of the construction contract. The City will not award the construction contract until the State advises the City in writing of its concurrence.

- 3.3. *Rejection of Bids.*** The City may reject, and the State may require the City to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the City will repeat the bidding process in a reasonable period of time, without cost or expense to the State.
- 3.4. *Direction, Supervision, and Inspection of Construction.***
- A. The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The City will give the District Engineer in Rochester five days' notice of its intention to start the contract construction.
  - B. Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current *Standard Specifications for Construction*.
- 3.5. *Completion of Construction.*** The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.
- 3.6. *Plan Changes.*** All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the City and its contractor for contract construction must be approved in writing by the State District Engineer's authorized representative.
- 3.7. *Compliance with Laws, Ordinances, and Regulations.*** The City will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.
- 3.8. *Construction Documents Furnished by the City.*** The City will keep records and accounts that enable it to provide the State, when requested, with the following:
- A. Copies of the City contractor's invoice(s) covering all contract construction.
  - B. Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.
  - C. Copies of all construction contract change orders, supplemental agreements, and work orders.
  - D. A certification form, provided by the State, signed by the City's Engineer in charge of the contract construction attesting to the following:
    - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
    - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current *Standard Specifications for Construction*.

- iii. Full payment by the City to its contractor for all contract construction.
- E. Copies, certified by the City's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
- F. A copy of the "as built" plan sent to the District Engineer.

#### 4. Right-of-Way; Easements; Permits

- 4.1. The City will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2. The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3. The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.
- 4.4. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed upon and within the State Trunk Highway Right-of-Way. Applications for permits will be made on State form Application for Utility Permit on State Trunk Highway Right-of-Way (Form 2525).

#### 5. Right-of-Way Access; Environmental

- 5.1. The State authorizes the City to enter upon State Trunk Highway Right-of-Way to perform the maintenance activities described in this Agreement. The City must notify and coordinate with the State's District Maintenance Engineer prior to accessing State Trunk Highway Right-of-Way. While the City is occupying the State's Trunk Highway Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City personnel occupying the State's Trunk Highway Right-of-Way must be provided with required reflective clothing and hats.
- 5.2. The City will not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's Trunk Highway Right-of-Way. In the event of spillage of regulated materials, the City will immediately notify the State's Authorized Representative in writing and will provide for cleanup of the spilled material and any materials contaminated by the spillage in accordance with all applicable federal, state, and local laws and regulations, at the sole expense of the City.

#### 6. Maintenance by the City

- 6.1. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation, and ice from grates and catch basins, culverts and connecting pipes, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 6.2. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.

- 6.3. Shared Use Path.** The City will provide routine and minor maintenance of the SUP on State Trunk Highway Right-of-Way. Routine and minor maintenance may include, but are not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, replacement of failing section(s) of pavement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the SUP in a safe, usable, and aesthetically acceptable condition as determined by the State's District Maintenance Engineer and all applicable laws including, but not limited to, the Americans with Disabilities Act ("ADA"). If the City fails to perform its maintenance services under this Agreement in compliance with applicable laws, the State will provide the City with a notice of non-compliance. Within three business days of sending the notice of non-compliance, the State's District Maintenance Engineer and the City Engineer will meet to discuss the City performance of maintenance and decide upon next steps to remedy any non-compliant performance. If the parties cannot agree upon a remedy, the State may perform such obligation and the City will reimburse the State for the cost thereof, plus 10 percent of such cost for overhead and supervision within 30 days of receipt of the State's invoice. The State and the City agree that full pavement replacement is outside of routine and minor maintenance, and the State and the City will share in the cost of pavement replacement according to the State's Cost Participation and Maintenance Responsibilities with Local Units of Government Manual, as amended or revised.
- 6.5. Retaining Walls.** Maintenance and ownership of any retaining wall construction. Maintenance includes graffiti removal and any other maintenance activities necessary to perpetuate the walls in a safe, usable, and aesthetically acceptable condition.
- 6.6. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

## 7. Basis of State Cost

- 7.1. Schedule "I".** The Preliminary Schedule "I" includes anticipated State participation construction items and the construction engineering cost share covered under this Agreement.
- 7.2. State Participation Construction.** The State will participate in the following at the percentages indicated. The construction includes the State's proportionate share of item costs for Mobilization and Traffic Control.
- A.** 100 Percent will be the State's rate of cost participation in all of the SUP construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 and No. 3 of the Preliminary Schedule "I."
- 7.3. Construction Engineering Costs.** The State will pay a construction engineering charge equal to 8 percent of the total State participation construction covered under this Agreement.

## 8. State Cost and Payment by the State

- 8.1. State Cost.** \$508,000.00 is the State's estimated share of the costs of the contract construction, which includes the construction engineering cost share as shown in the Preliminary Schedule "I." The Preliminary Schedule "I" was prepared using anticipated construction items, estimated quantities and unit prices and may include any credits or lump sum costs. Upon review of the construction contract bid documents described in Article 3.2., the State will decide whether to concur in the City's award of the construction contract and, if so, prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement. State LPP funds are capped at \$508,000.00 for this Project.

- 8.2. Conditions of Payment.** The State will pay the City the full and complete lump sum amount as shown in the Revised Schedule "I", up to the capped amount, after the following conditions have been met:
- A. Encumbrance by the State of the State's full and complete State funded lump sum cost share as shown in the Revised Schedule "I."
  - B. Execution of this Agreement and transmittal to the City, including a letter advising of the State's concurrence in the award of the construction contract.
  - C. The State's receipt of a written request from the City for the advancement of funds. The request will include certification by the City that all necessary parties have executed the construction contract.
- 8.3. Limitations of State Payment; No State Payment to Contractor.** The State's participation in the contract construction is limited to the lump sum amount shown in Article 8.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the City. The City's contractor is not intended to be and will not be deemed to be a third-party beneficiary of this Agreement. The City's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the City by the City's contractor.

## 9. Authorized Representatives

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

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

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

### 9.2. The City's Authorized Representative will be:

Name, Title: David Bennett, City Engineer (or successor)  
 Address: 801 Washington Street, Northfield, MN 55057  
 Telephone: (507) 645-3006  
 Email: david.bennett@northfieldmn.gov

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

- 10.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.
- 10.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement or their successors in office.
- 10.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

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

#### **11. Liability; Worker Compensation Claims; Insurance**

**11.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the Project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).

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

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

#### **12. Nondiscrimination**

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

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

The City agrees to comply with all applicable USDOT Standard Title VI/Non-Discrimination Assurances contained in USDOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). If federal funds are included in this Agreement, the City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

#### **14. State Audits**

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

#### **15. Government Data Practices**

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

**16. Governing Law; Jurisdiction; Venue**

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

**17. Termination; Suspension**

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

**17.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**17.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**18. Force Majeure**

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

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**STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

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

SWIFT Purchase Order: 0000197703

**CITY OF NORTHFIELD**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

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

Approved:

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

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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

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

**PRELIMINARY SCHEDULE "I"**

**Agreement No. 1057244**

**City of Northfield**

SP 6614-33 (TH 246=246)

Preliminary: July 30, 2024

CP STRT2024-A79

State Funds

Grading, trail paving, storm sewer, and retaining wall construction performed under  
City contract with  
located on Trunk Highway No. 246 from Station 0+95 to Station 12+95

**STATE COST PARTICIPATION**

Trunk Highway No. 246 Trail Work Items From Sheet No. 3	606,926.25
Construction Engineering (8%)	48,554.10
Subtotal	\$655,480.35
<b>(1)(2) Encumbered Amount</b>	<b>\$508,000.00</b>

(1) Amount of advance payment as described in Article 8 of the Agreement (estimated amount)

(2) State Local Partnership Program Funds are capped at \$508,000.00

ITEM NUMBER	SP 6614-33 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LS	1.00	46,000.00	46,000.00
2104.502	SALVAGE SIGN TYPE C	EACH	1.00	60.00	60.00
2104.503	REMOVE CURB & GUTTER	LF	412.00	15.00	6,180.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LF	538.00	4.00	2,152.00
2104.503	SAWING CONC PAVEMENT (FULL DEPTH)	LF	5.00	4.00	20.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SY	543.00	7.00	3,801.00
2104.518	REMOVE CONCRETE SIDEWALK	SF	746.00	3.00	2,238.00
2106.507	EXCAVATION - COMMON (CV) (P)	CY	298.00	35.00	10,430.00
2106.507	COMMON EMBANKMENT (CV) (P)	CY	1,349.00	30.00	40,470.00
2211.507	AGGREGATE BASE CLASS 5 (CV)	CY	401.00	30.00	12,030.00
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	7.00	3.00	21.00
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	253.00	110.00	27,830.00
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	15.00	200.00	3,000.00
2360.509	TYPE SP 12.5 NON WEAR COURSE MIXTURE (3,C)	TON	22.00	200.00	4,400.00
2360.604	3" WEARING COURSE MIXTURE FOR DRIVEWAYS	TON	8.00	200.00	1,600.00
2411.618	PREFABRICATED MODULAR BLOCK WALL	SF	1,630.00	80.00	130,400.00
2411.603	CAST-IN-PLACE CONCRETE COPING	LF	326.00	195.00	63,570.00
2452.601	STEEL SHEET PILING (TEMPORARY)	SF	7,155.00	17.00	121,635.00
2557.503	WIRE FENCE DESIGN 48-9322	LF	326.00	35.00	11,410.00
2501.502	12" RC PIPE APRON	EACH	1.00	1,500.00	1,500.00
2501.502	15" RC PIPE APRON	EACH	1.00	1,700.00	1,700.00
2501.602	TRASH GUARD FOR 12" PIPE APRON	EACH	1.00	750.00	750.00
2501.602	TRASH GUARD FOR 15" PIPE APRON	EACH	1.00	800.00	800.00
2501.503	4" PERF PE PIPE DRAIN	LF	463.00	10.00	4,630.00
2502.503	8" PERF PE PIPE DRAIN	LF	406.00	12.00	4,872.00
2503.503	12" RC PIPE SEWER DES 3006 CL V	LF	158.00	80.00	12,640.00
2503.503	15" RC PIPE SEWER DES 3006 CL V	LF	85.00	100.00	8,500.00
2506.503	CASTING ASSEMBLY R-3067-R	EACH	1.00	1,250.00	1,250.00
2506.503	CASTING ASSEMBLY R-4342	EACH	1.00	1,250.00	1,250.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (2x3)	LF	4.00	800.00	3,200.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LF	3.50	800.00	2,800.00
2506.602	CASTING ASSEMBLY 8" DOME GRATE	EACH	1.00	50.00	50.00
2506.603	CONSTRUCT DRAINAGE STRUCTURE DESIGN NYOPLAST IN-LINE DRAIN	EACH	1.00	200.00	200.00
2511.507	RANDOM RIPRAP CLASS III	CY	11.00	150.00	1,650.00



**CITY OF NORTHFIELD**

**RESOLUTION**

IT IS RESOLVED that the City of Northfield enter into MnDOT Agreement No. 1057244 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the Shared Use Path construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 246 from Station 0+95 to Station 12+95 within the corporate City limits under State Project No. 6614-33 (TH 246=246).

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

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Northfield at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)