STATE OF MINNESOTA
RAILROAD CROSSING SIGNAL AGREEMENT

USDOT Number:	380370A, 380371G, 380372N	**Total Obligation:**	$ 1,745,836.00
State Project Number (SP):	66-00179	**Anticipated Federal Aid:**	$ 1,571,252.40
Federal Project Number:	RRS 6626 (262)	**Total Railroad Obligation:**	$ 87,291.80
CFDA:	20.205	**Total Local Agency Obligation:**	$ 87,291.80

Railroad:	Union Pacific
Location:	MSAS 118 (W 3rd St., DOT No. 380370A), MSAS 103 (W 2nd St., DOT No. 380371G), MSAS 101 (W St. Olaf Ave., DOT No. 380372N), City of Northfield, Rice County, MN
Local Agency:	City of Northfield

This Agreement is made and entered into by and between the State of Minnesota through its Commissioner of Transportation, (“State”), the Union Pacific Railroad Company (“Company”), and the City of Northfield (“Local Agency”), (each a “Party” and collectively, the “Parties”).

RECITALS

1. MSAS 118 (W 3rd St., DOT Crossing No. 380370A), MSAS 103 (W 2nd St., DOT Crossing No. 380371G), MSAS 101 (W St. Olaf Ave., DOT Crossing No. 380372N), as now established, cross the tracks of the Company at grade in Northfield, Rice County, Minnesota. The locations of the highway-railroad crossings are shown on the attached Exhibit A (collectively, the “Crossings”).
2. The State, the Company, and the Local Agency desire to modify the Crossings as provided in the terms of this Agreement (the “Project”), and the Company is willing to install, maintain and operate the highway-railroad grade crossing warning devices (“Signal Systems”) upon the terms and conditions set forth in this Agreement.
3. The State, pursuant to Minnesota Statute §161.36, is authorized to cooperate with the United States government in contracting for the construction, improvement and maintenance of transportation in the State of Minnesota, financed in whole or in part by federal monies.
4. The Federal Highway Administration (“FHWA”), when acting in cooperation with the State of Minnesota, is authorized by Section 130 of Title 23 of the United States Code to make Federal Aid available for the purpose of eliminating hazards at highway-railroad grade crossings within the State of Minnesota.
5. The State, pursuant to Minn. Stat. §219.26, has reviewed the proposed selection of warning devices for the Crossings and has determined that the proposed selection is appropriate for the Crossings.

Accordingly, the Parties agree as follows:

AGREEMENT

1. **Term of Agreement; Survival of Terms; Incorporation of Exhibits**
   1.1. **Effective Date**. This Agreement will be effective on the date the State obtains all required signatures under Minn. Stat. §16C.05, subdivision 2. The Company must not begin work under this Agreement until it is fully executed and the Company has been notified in writing by the State’s Project Manager to begin the Project.

1.2. **Expiration Date.** This Agreement will expire four (4) years after it is fully executed, or when all obligations have been satisfactorily fulfilled, whichever occurs first. The State and Local Agency will not pay for work completed after the expiration of this Agreement; any work completed by the Company after expiration or termination of this Agreement will be undertaken at the Company's own risk and expense, unless otherwise agreed to in writing by the Parties.

1.3. **Survival of Terms.** All terms 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, but not limited to the following terms: Future Responsibility; State Audits; Data Disclosure; Government Data Practices; and Governing Law, Jurisdiction and Venue.

1.4. **Exhibits**. Exhibit A: Location Print; Exhibit B: Detailed Cost Estimate; Exhibit C: Title VI Non-Discrimination Provisions; Exhibit D: Buy America Requirements, and Exhibit E: Local Agency Resolution are attached and incorporated into this Agreement.

2. **Scope of Work**

2.1. **Performance of Project Work**

2.1.1. The Company will complete the work contemplated by this Agreement by furnishing all materials, labor, and project management for the installation of Signal Systems at the Crossings identified in Exhibit A as follows:

2.1.1.1. MSAS 118 (W 3rd St., DOT Crossing No. 380370A) will be provided with new railroad flashing light signals, gates, constant warning circuitry and LED lenses;

2.1.1.2. MSAS 103 (W 2nd St., DOT Crossing No. 380371G) will be provided with new railroad flashing light signals, gates, a side light in the NE quadrant, constant warning circuitry and LED lenses; and

2.1.1.3. MSAS 101 (W St. Olaf Ave., DOT Crossing No. 380372N) will be provided with new railroad flashing light signals, gates, a side lights in the NE quadrant, constant warning circuitry and LED lenses.

(Collectively, the "Project").

2.1.2. The Company will complete the Project in accordance with Part 8 of the Minnesota Manual on Uniform Traffic Control Devices ("MN MUTCD").

2.1.3. The Company will submit detailed plans and specifications for the Project to the State for its approval, prior to starting the Project.

2.1.4. The Company may subcontract any or all of the Project work under this Agreement, provided a market-based competitive procurement process is used.

(a) If the subcontracted work costs less than $10,000.00, the Company will provide an invoice detailing the work performed by its subcontractor(s).

(b) If the subcontracted work costs $10,000.00 or more, the Company will:

i. Obtain prior approval from the State;

ii. Enter into a written contract with the subcontractor; however, an existing, continuing contract under which the Company has the same kind of work regularly performed at the Company's cost may be considered to conform to the requirements of this Section if the State determines that the proposed costs are reasonable; and

iii. Provide a copy of the new or continuing contract under which the subcontracted Project work will be performed, upon request by the State.

2.1.5. If existing equipment and/or materials are being replaced, the Company will take ownership of the materials and electrical equipment to be removed, and will dispose of them in accordance with all applicable laws and regulations. If the Company determines that some or all of the removed materials and electrical equipment are satisfactory for reuse, the Company may salvage and reinstall the same at another location in the State of Minnesota, or stockpile selected components for future purposes. The State may, at its discretion, ask the Company to salvage components of the existing equipment and/or materials. Items designated for salvage must be carefully removed and placed at the Crossings so that the State or its designee may transport them.

2.1.6. The Company will comply with Buy America requirements as set forth in Exhibit D.

2.2. **Standards of Performance; Inspection**

2.2.1. Applicable standards for highway-railroad grade crossing construction consist of standards and regulations in AASHTO, AREMA, FHWA, MN MUTCD, Minn. Stat. §219 and Minn. Rules §8830. Should a conflict be identified in any of these standards or regulations, Minnesota statutes and rules will govern, except to the extent they may be preempted by applicable federal law.

2.2.2. The Company will have the Project completed, with Signal Systems installed and placed in service, within eighteen (18) months after the date the Company is authorized to begin the Project. If the Company determines it is not possible to do so within this time frame, the Company will notify the State of the need for a time extension and indicate the reason for such extension.

2.2.3. The Company and Local Agency will permit the State to inspect and approve the Project during the regular working hours of the Company with prior notice.

2.2.4. The Company will notify the State in writing of the date the Signal Systems are placed in service. On or after that date, representatives of the State and the Company will conduct a joint inspection of the Project. If the State is satisfied that the Project has been completed in compliance with all applicable standards for work of this type and as set forth in this Agreement, the State's Project Manager or Authorized Representative will certify the Project as completed.

2.2.5. The State may refuse to approve any and all portions of the Project for failure to comply with applicable standards for work of this type as set forth in this Agreement. If upon inspection the State declines to approve the Project, the State may refuse to make any further payments until the Project is performed in accordance with all acceptable standards and certified by the State's Project Manager or Authorized Representative.

2.3. **Traffic Control**

2.3.1. The Company will be responsible for all traffic control and schedule coordination with the Local Agency as may be required to complete the Project. Where work on or near the traveled roadway is necessary, proper traffic signs, channelizing devices, warning lights, and barricades will be erected to protect traffic, employees, and pedestrians. All traffic control devices and methods will conform to the Minnesota Field Manual on Temporary Traffic Control Zone Layouts, MN MUTCD, Minnesota Standard Sign Manual, as well as the provisions and requirements of the Local Agency.

2.3.2. The Company will provide forty-eight (48) hours' notice to the Local Agency before placing any traffic control on the roadway.

2.3.3. Prior to the date the Project is started, the Company will coordinate with the Local Agency if there is a need for a road detour in connection with the Project.

2.3.4. The actual costs incurred by the Company for traffic control are eligible for reimbursement under the terms of this Agreement.

2.4. **Approach Work and Sidewalks.** The State will coordinate with the Local Agency for the completion of any modifications to roadways, sidewalks or bike trails that may be necessary to accommodate the Project, at no expense to the Company. If any such work is on Company property, or within twenty-five feet (25') of any Company tracks, the State and Local Agency must also coordinate with the Company.

2.5. **Project Work Changes.** If the State, the Company, or the Local Agency determine that change(s) to the Project scope, as outlined in Section 2.1 above, are required, such change(s) will be authorized only by an amendment to this Agreement executed prior to performance of any such change(s), unless otherwise agreed to in writing by the Parties.

3. **Future Responsibility**

3.1. **Maintenance.** The Company will maintain and operate the Crossings' Signal Systems at its sole expense, upon completion of the Project; provided, however, that the Company's agreement herein to operate and maintain the Signal Systems will not hinder the Company's ability to benefit from, or otherwise take advantage of, federal, state, or other public funds that may become available to pay or contribute to the cost of the operation and maintenance of the Signal Systems.

3.2. **Advance Signing and Pavement Markings.** After the Project is completed, the State will coordinate with the Local Agency to install, or have installed, appropriate advance warning signs, other supplemental signs and pavement markings as needed, and to remove signs that are no longer needed, in accordance with the MN MUTCD, at no expense to the Company.

3.3. **Future Modifications or Removal**

3.3.1. The Signal Systems will be the property of the State and will not be removed unless there has been a determination by the State that the Signal Systems is no longer required at the Crossing. If it determines that the Signal Systems is to be removed, the Company will promptly remove the Signal Systems at its sole expense and notify the State of the removal date.

3.3.2. If future railroad improvements necessitate modification of any of the Crossings, the Company will negotiate a separate written agreement with the Local Agency to allocate costs of such modification between Company and Local Agency.

3.3.3. If future highway improvements necessitate modification of any of the Crossings' Signal Systems, the Company will negotiate a separate written agreement with the Local Agency to allocate costs of such modification between the Company and Local Agency.

4. **Billing and Payment**

4.1. **Cost Estimate.** The State, the Company, and the Local Agency have agreed upon the following estimated cost for the Project to be completed by the Company or its subcontractor:

Estimated Project Cost	
90% State Funds (reimbursable with Federal Funds)	$1,571,252.40
5% Company Funds	$87,291.80
5% Local Agency Funds	$87,291.80
Total Estimated Cost	**$1,745,836.00**

4.2. **Cost Sharing.** The Company will be responsible for sending invoices to each Party, as applicable, setting forth their respective proportional share of costs whenever such costs are incurred by the Company and/or submitted to the Company by its subcontractor(s) for reimbursement.

4.3. **Reimbursement**

4.3.1. The State and Local Agency will pay the Company only for such items of work and expense as are proper and eligible for payment, as provided in 23 Code of Federal Regulations ("23 CFR"), including, but not limited to, Parts 1, 140, 172 and 646. Only materials actually incorporated into the Project will be eligible for reimbursement. Actual costs include taxes, such as applicable sales and use taxes, gross receipts taxes, business and occupation taxes, and similar taxes. Payments will be made in accordance with the following:

(a) The State will make payments in accordance with Minnesota Statutes §16A.124.

(b) Invoices for labor and materials ("Partial Invoices") may be submitted on a periodic basis during the Project, but not more frequently than once per month. Undisputed items in such Partial Invoices will be paid no later than thirty (30) days from the date they are received by the State's Office of Freight and Commercial Vehicle Operations.

(c) Portions of the Partial Invoices that are not approved due to disputed items will be returned to the Company with a request to justify the disputed items. Upon resolution of such dispute, the State will pay the Company within thirty (30) days of receiving a corrected invoice.

(d) Partial Invoices must be based on actual (not estimated) costs incurred. Partial Invoices need not be itemized, but the State must be able to substantiate claimed costs by checking the Company's records upon request.

(e) Final invoices must be submitted within one hundred eighty (180) days of the Company’s completion of the Project. Invoices submitted after this date, but less than one (1) year after completion of the Project, may not be paid unless good cause is shown for the delay in the invoice’s submission. In accordance with 23 CFR 140.922, the State is not required to pay any final invoice received more than one (1) year after completion of the Project.

(f) The Partial Invoices and final invoice must be detailed, itemized statements of all items of work performed by the Company or its subcontractors. The Company’s transmittal of the Final Invoice will include a statement indicating that it is the Final Invoice.

(g) The State will inspect and approve the Project prior to payment of the final invoice. After the State’s inspection and approval, the final invoice will be audited by the State in accordance with the requirements of state and federal laws and regulations. The Company must keep accounts and records for the Project, for a period of three (3) years as set forth in this Agreement, in such a way that they may be readily audited. If any amount previously paid to the Company is in excess of the actual cost determined by audit, the Company, upon written notice from the State, must pay the difference to the State within thirty (30) days of such notice. Conversely, if any amount previously paid to the Company is less than the actual costs determined by audit, the State will pay the remaining actual costs due within thirty (30) days of such determination.

(h) All invoices will be addressed as follows:

MnDOT Office of Freight and Commercial Vehicle Operations
395 John Ireland Boulevard, M.S. 470
St. Paul, MN 55155-1899
Email: anthony.cenci@state.mn.us

4.4. **Overrun of Estimated Costs with No Work Changes**. If, at any time subsequent to the effective date of this Agreement and prior to completion of the Project, the Company’s actual costs for the Project exceed the estimated cost (“Overrun Costs”), the Company will provide a written justification for such Overrun Costs upon written request from the State.

4.4.1. If the Overrun Costs are less than 20% of the estimated cost, the State will encumber the necessary additional funds upon completing its review and approval of the Company’s justification statement.

4.4.2. If the Overrun Costs are equal to or greater than 20% of the estimated cost, the Parties will execute an amendment to this Agreement, and the State will encumber the necessary additional fund, upon the State’s completion of its review and approval of the Company’s justification statement. Any additional expenses incurred by the Company prior to receiving notice of the State’s approval may not be reimbursed by State.

4.4.3. If the Company fails to provide a justification or justification-clarification statement for Overrun Costs within thirty (30) days of the State’s request for the same after its receipt of the Company’s invoice, the Overrun Costs may not be reimbursed by the State.

5. **Project Contacts**

5.1. **The State’s Authorized Project Manager**:

Name: Chris Rice

Telephone: 612-360-8130

E-Mail: chris.rice@state.mn.us

5.2. **The Company's Authorized Project Representative**:

Name: Chris Keckeisen

Telephone: 402-544-5131

E-Mail: CTKECKEI@up.com

5.3. **The Local Agency's Authorized Project Representative**:

Name: David Bennett

Telephone: 507-645-3006

E-Mail: David.bennett@northfieldmn.gov

6. **General Terms**

6.1. **Assignment of Receivables.** Any Party to this Agreement may assign any receivables due them under this Agreement; provided, however, such assignments will not relieve the assignor of any of its rights or obligations under this Agreement.

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

6.3. **State Audits.** Under Minn. Stat.§16C.05, subd. 5, the Company's and Local Agency's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of three (3) years after the Company's completion of work on the Project pursuant to the terms of this Agreement.

6.4. **Liability.** Each of the Parties is responsible for its own acts and omissions and the results thereof. The State's liability is governed by Minn. Stat. §3.736. The Local Agency's liability is governed by Minnesota Statutes Chapter 466.

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

6.6. **Government Data Practices.** This Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("MGDPA").

6.6.1. All data created, collected, received, stored, used, maintained or disseminated by the Company under this Agreement will be subject to the provisions of Minn. Stat.§13.05, subdivision 11 only to the extent that the Company is required to undertake state governmental functions in the performance of its duties and obligations under this Agreement. In such event, the remedies of Minn. Stat. §13.08 will apply to the Company's release of data governed by the MGDPA.

6.6.2. If the Company receives a request to release any data governed by this Section, the Company will immediately notify the State. The State will give the Company instructions concerning the release of the data to the requesting Party before the data is released.

6.6.3. The State and Local Agency must comply with the MGDPA as it applies to all data provided by either Party under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Local Agency under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data governed by the MGDPA by either the Local Agency or the State. If the Local Agency receives a request to release the data referred to in this Section, it must immediately notify and consult with State's Authorized Project Representative as to how the Local Agency should respond to the request. The Local Agency's response to the request will comply with applicable law.

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

6.8. **Termination**

6.8.1. 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 herein. Termination must be by written notice to the Company and the Local Agency. The State is not obligated to pay for any expenses or services that are incurred or provided after such written notice and effective date of termination.

6.8.2. In the event this Agreement is terminated, the Company will be entitled to payment, however, 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. The State will provide the Company and Local Agency with notice of the lack of funding within a reasonable time of the State's receiving said notice.

6.9. **Nondiscrimination.** If the Company enters into an agreement with a subcontractor to perform all or any portion of the Project, the Company, for itself, its assigns, and successors in interest, agrees that it will not discriminate in its choice of subcontractors and will include all of the nondiscrimination provisions in this Agreement, as well as those set forth in Exhibit Cin its lower tier contracts.

7. **Disadvantaged Business Enterprises.** The disadvantaged business enterprise requirements of 49 CFR 26 apply to this Agreement. The Company will ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds by complying with all requirements of 49 CFR 26. The Company must not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts under this Agreement. Failure to comply with these requirements will constitute a breach of this Agreement and may result in its termination by the State, and possible debarment of the Company from performing other contractual services with the Federal Department of Transportation.

8. **Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement, except to the extent it may be preempted by applicable federal law. Venue for all legal proceedings arising out of this Agreement, or its breach, will be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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COMPANY

The Company certifies that the appropriate person(s) have executed this Agreement on behalf of the Company as required by applicable articles, bylaws or resolutions.

Signed: DocuSigned by: Chris T. Keckeisen 24C9D2BD93A74EC...
Chris Keckeisen

Title: Manager I, Industry & Public Projects

Date: 7/24/2026

STATE ENCUMBRANCE VERIFICATION

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

Signed:

Date:

SWIFT PO:______________________________

LOCAL AGENCY

Local Agency certifies that the appropriate person(s) have executed this Agreement on behalf of the Local Agency as required by applicable articles, bylaws or resolutions.

Signed:______________________________

Title:______________________________

Date:______________________________

Signed:______________________________

Title:______________________________

Date ______________________________

DEPARTMENT OF TRANSPORTATION, as delegated

Signed:

Date:

Title: Manager, Rail Safety and Coordination Section

COMMISSIONER OF ADMINISTRATION, as delegated

Signed:

Date:

EXHIBIT A

LOCATION PRINT

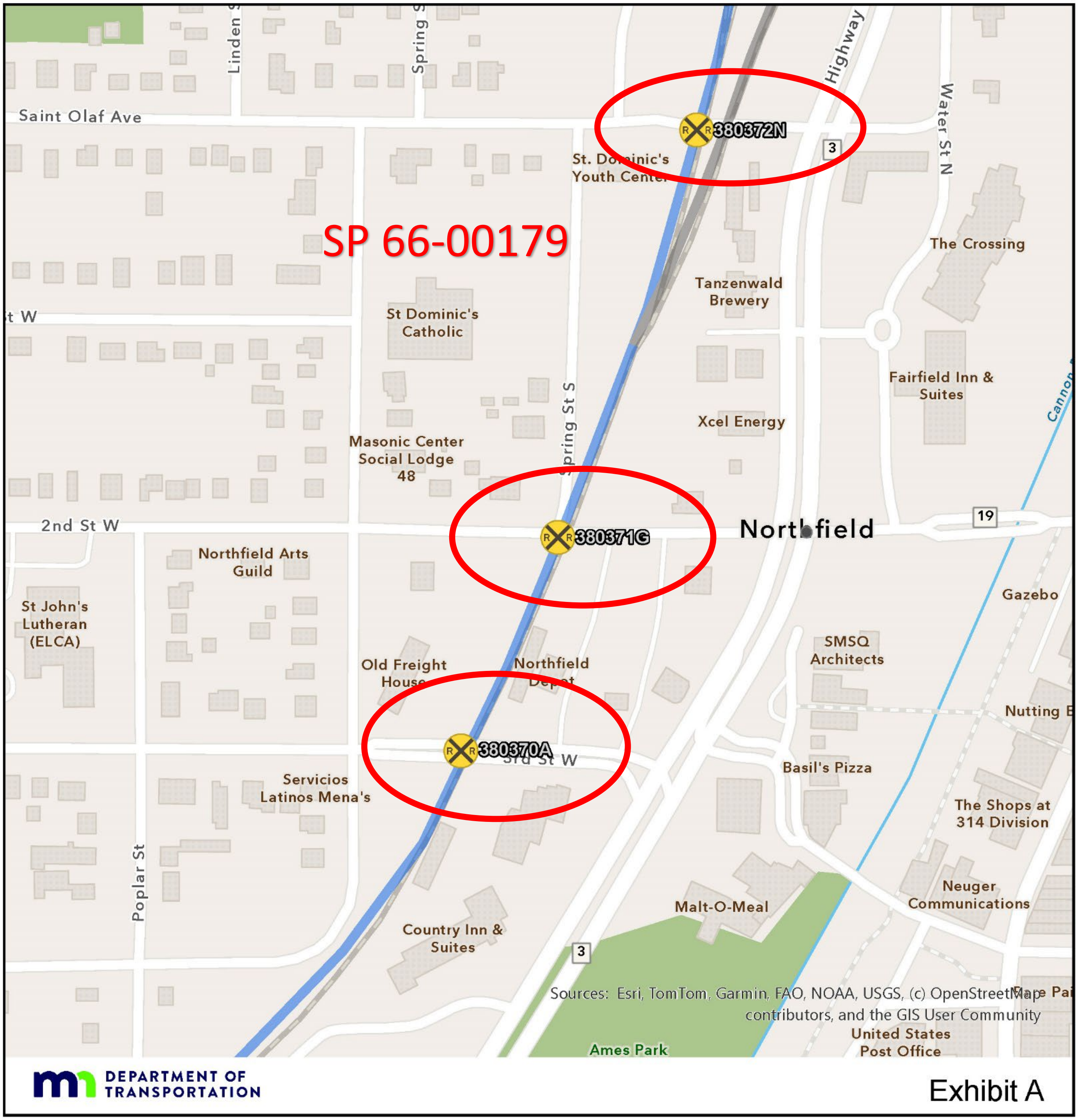

EXHIBIT B

DETAILED COST ESTIMATE

1

Preliminary 1812/Version 01/ALBERT LEA SUB/ALBERT LEA SUB MP 313.49 NORTHFIELD, MN 3RD STREET WEST DOT# 380370A/100% RECOLLECTABLE

MATERIAL and FORCE ACCOUNT ESTIMATE
ESTIMATE CREATION DATE: 03/05/2026
ESTIMATE GOOD UNTIL 03/05/2027

ESTIMATE 1812 VERSION 01

Preliminary Name:	ALBERT LEA SUB MP 313.49 NORTHFIELD, MN 3RD STREET WEST DOT# 380370A
Subdivision:	ALBERT LEA SUB
Location:	3RD STREET WEST
Description of Work:	Agency Project to replace Xing at 3rd Street West, 100% Recollectable
PID/WO:	209494/82043
Prepared For:	MNDOT
Buy America:	Y

		Notes	QTY	UOM	Unit Cost($)	LABOR($)	MATERIAL($)	TOTAL($)
Signal - UPRR								
SIGNAL INSTALL	Xing - Labor Additive	FED W/O OH & INDR 139.56%	1.00	LS	96,901.00	96,901.00	-	**96,901.00**
ROAD CROSSING - PUBLIC	Xing - 1 Trk CWE w/Gates		1.00	EA	131,584.00	41,200.00	90,384.00	**131,584.00**
ROAD CROSSING - PUBLIC	Xing - Engineering Design		1.00	LS	6,732.00	6,732.00	-	**6,732.00**
ROAD CROSSING - PUBLIC	Xing - Misc.	WMS	1.00	LS	6,000.00	4,500.00	1,500.00	**6,000.00**
ROAD CROSSING - PUBLIC	Xing - Remove Location (Gates)		1.00	LS	2,000.00	2,000.00	-	**2,000.00**
SIGNAL SUPERVISOR	Gang Day - 5 Man		2.00	EA	7,500.00	15,000.00	-	**15,000.00**
ROAD CROSSING - PUBLIC	Xing - Boring		1.00	LS	15,000.00	-	15,000.00	**15,000.00**
ROAD CROSSING - PUBLIC	Xing - Fill/Rock/Gravel		1.00	LS	5,000.00	-	5,000.00	**5,000.00**
ROAD CROSSING - PUBLIC	Xing - Meter Service		1.00	LS	20,000.00	-	20,000.00	**20,000.00**
ROAD CROSSING - PUBLIC	Xing - Public Project Mgmt		1.00	LS	25,000.00	-	25,000.00	**25,000.00**
					Subtotal =	**$166,333.00**	**$156,884.00**	**$323,217.00**
					ESTIMATE 1812 VERSION 01 TOTAL =	**$166,333**	**$156,884**	**$323,217**

Disclaimer: This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. This estimate is based on a conceptual design, without detailed engineering or site investigation. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

Preliminary 1811/Version 01/ALBERT LEA SUB/ALBERT LEA SUB MP 313.58 NORTHFIELD, MN 2ND STREET WEST/100% RECOLLECTABLE

MATERIAL and FORCE ACCOUNT ESTIMATE
ESTIMATE CREATION DATE: 03/05/2026
ESTIMATE GOOD UNTIL 03/05/2027

ESTIMATE 1811 VERSION 01

Preliminary Name:	ALBERT LEA SUB MP 313.58 NORTHFIELD, MN 2ND STREET WEST
Subdivision:	ALBERT LEA SUB
Location:	2ND STREET WEST
Description of Work:	Agency project to replace Xing at 2ND Street West, 100% Recollectable
PID/WO:	209496/81536
Prepared For:	MNDOT
Buy America:	Y

		Notes	QTY UOM	Unit Cost($)	LABOR($)	MATERIAL($)	TOTAL($)
Signal - UPRR							
SIGNAL INSTALL	Xing - Labor Additive	FED W/O OH & INDR 139.56%	1.00 LS	96,524.00	96,524.00	-	**96,524.00**
ROAD CROSSING - PUBLIC	Xing - 1 Trk CWE w/Gates		1.00 EA	131,584.00	41,200.00	90,384.00	**131,584.00**
ROAD CROSSING - PUBLIC	Xing - Engineering Design		1.00 LS	6,462.00	6,462.00	-	**6,462.00**
ROAD CROSSING - PUBLIC	Xing - Misc.	WMS	1.00 LS	6,000.00	4,500.00	1,500.00	**6,000.00**
ROAD CROSSING - PUBLIC	Xing - Remove Location (Gates)		1.00 LS	2,000.00	2,000.00	-	**2,000.00**
SIGNAL SUPERVISOR	Gang Day - 5 Man		2.00 EA	7,500.00	15,000.00	-	**15,000.00**
ROAD CROSSING - PUBLIC	Xing - Boring		1.00 LS	15,000.00	-	15,000.00	**15,000.00**
ROAD CROSSING - PUBLIC	Xing - Fill/Rock/Gravel		1.00 LS	5,000.00	-	5,000.00	**5,000.00**
ROAD CROSSING - PUBLIC	Xing - Meter Service		1.00 LS	25,000.00	-	25,000.00	**25,000.00**
ROAD CROSSING - PUBLIC	Xing - Public Project Mgmt		1.00 LS	25,000.00	-	25,000.00	**25,000.00**
ROAD CROSSING - PUBLIC	Xing - Sidelight		1.00 EA	907.00	-	907.00	**907.00**
				Subtotal =	**$165,686.00**	**$162,791.00**	**$328,477.00**
				ESTIMATE 1811 VERSION 01 TOTAL =	**$165,686**	**$162,791**	**$328,477**

Disclaimer: This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. This estimate is based on a conceptual design, without detailed engineering or site investigation. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

Preliminary 1807/Version 01/ALBERT LEA SUB/ALBERT LEA SUB MP 313.73 NORTHFIELD, MN W SAINT OLAF AVE DOT# 380372N/100% RECOLLECTABLE

MATERIAL and FORCE ACCOUNT ESTIMATE
ESTIMATE CREATION DATE: 03/05/2026
ESTIMATE GOOD UNTIL 03/05/2027

ESTIMATE 1807 VERSION 01

Preliminary Name:	ALBERT LEA SUB MP 313.73 NORTHFIELD, MN W SAINT OLAF AVE DOT# 380372N
Subdivision:	ALBERT LEA SUB
Location:	W SAINT OLAF AVE
Description of Work:	Agency project to replace Xing at W Saint Olaf Ave. 100% Recollectable
PID/WO:	209495/82044
Prepared For:	MNDOT
Buy America:	Y

		Notes	QTY UOM	Unit Cost($)	LABOR($)	MATERIAL($)	TOTAL($)
Signal - UPRR							
SIGNAL INSTALL	Xing - Labor Additive	FED W/O OH & INDR 139.56%	1.00 LS	454,989.00	454,989.00	-	**454,989.00**
ROAD CROSSING - PUBLIC	Xing - 2 Trk CWE w/Gates		1.00 EA	152,876.00	48,800.00	104,076.00	**152,876.00**
ROAD CROSSING - PUBLIC	Xing - Dax Cable 1000'		3.00 EA	6,440.00	12,000.00	7,320.00	**19,320.00**
ROAD CROSSING - PUBLIC	Xing - Engineering Design		1.00 LS	25,000.00	25,000.00	-	**25,000.00**
ROAD CROSSING - PUBLIC	Xing - IXS Track Circuit		1.00 EA	14,951.00	5,536.00	9,415.00	**14,951.00**
ROAD CROSSING - PUBLIC	Xing - Misc.	WMS	1.00 LS	6,000.00	4,500.00	1,500.00	**6,000.00**
ROAD CROSSING - PUBLIC	Xing - Remove Location (Gates)		1.00 LS	2,000.00	2,000.00	-	**2,000.00**
ROAD CROSSING - PUBLIC	Xing - Switch Insulation Package		2.00 EA	6,658.00	7,040.00	6,276.00	**13,316.00**
ROAD CROSSING - PUBLIC	Xing - Track Card (Main and Stand-by) New Cable		1.00 EA	12,889.00	6,000.00	6,889.00	**12,889.00**
SIGNAL INSTALL	IJ (pair)		3.00 EA	23,186.00	56,670.00	12,888.00	**69,558.00**
SIGNAL INSTALL	Leaving Signal		2.00 EA	120,030.00	143,470.00	96,590.00	**240,060.00**
SIGNAL SUPERVISOR	Gang Day - 5 Man		2.00 EA	7,500.00	15,000.00	-	**15,000.00**
ROAD CROSSING - PUBLIC	Xing - Boring		1.00 LS	15,000.00	-	15,000.00	**15,000.00**
ROAD CROSSING - PUBLIC	Xing - Fill/Rock/Gravel		1.00 LS	5,000.00	-	5,000.00	**5,000.00**
ROAD CROSSING - PUBLIC	Xing - Meter Service		1.00 LS	20,000.00	-	20,000.00	**20,000.00**
ROAD CROSSING - PUBLIC	Xing - Public Project Mgmt		1.00 LS	25,000.00	-	25,000.00	**25,000.00**
ROAD CROSSING - PUBLIC	Xing - Semi-Bi Coupler		2.00 EA	898.00	-	1,796.00	**1,796.00**
ROAD CROSSING - PUBLIC	Xing - Sidelight		1.00 EA	907.00	-	907.00	**907.00**
ROAD CROSSING - PUBLIC	Xing - Track Filter/Battery Choke		2.00 EA	240.00	-	480.00	**480.00**
				Subtotal =	**$781,005.00**	**$313,137.00**	**$1,094,142.00**
				ESTIMATE 1807 VERSION 01 TOTAL =	**$781,005**	**$313,137**	**$1,094,142**

Disclaimer: This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. This estimate is based on a conceptual design, without detailed engineering or site investigation. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

EXHIBIT C

Nondiscrimination Provisions of Title VI of the Civil Rights Act of 1964

During the performance of this Agreement, the Contractor, which, for purposes of this Exhibit C will be defined as the Company, its assignees and successors in interest, and any subcontractors or other third parties performing work under this Agreement of behalf of the Company, agrees as follows:

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

EXHIBIT D
Buy America

1. **Compliance with Buy America Requirements**. All portions of the Project, whether performed by the Company or the Company's contractor, will be performed in compliance with applicable provisions of 23 CFR 635.410, 2 CFR 184, and 23 USC 313, as amended by Section 1518 of P.L. 112-141, and the Build America Buy America Act ("BABA") requirements under the Infrastructure Investment & Jobs Act ("IIJA") (collectively, the "Buy America Requirements"). If the Company so elects, it will be permitted to achieve compliance with any of the Buy America Requirements through any applicable general or particular waiver or exemption. With respect to any available "de minimis" or similar waiver or exemption, the Company shall be permitted to use, for materials procured by the Company or its contractor for the Project, the maximum amount of costs potentially available to qualify for any "de minimis" waiver or exception applicable for the Project. Upon request by the Company, the State will promptly provide the Company with the following information, to the extent such information is available to the State: 1) the total amount of the funding award for the Project provided by the federal government; 2) the total estimated costs of the materials for the entire Project; and 3) the total incurred costs of the materials for the entire Project.
2. The Company will maintain documentation of its or its contractor's compliance with the Buy America Requirements with respect to the materials that are incorporated into the Project by the Company or its contractor, which documentation may consist solely of manufacturer/supplier certifications to the Company or its contractor, or their own statements/notations of compliance in the alternative, for a period of three (3) years after the Company's completion of work on the Project pursuant to the terms of this Agreement. Within a reasonable time after the State's written request, the Company will make available for the State's inspection, at the Company's headquarters in Omaha, Nebraska, such documentation of the Company's or its contractor's compliance hereunder. The Company will not be required to provide more detailed documentation of its or its contractor's compliance with the Buy America Requirements than is expressly required by the Buy America Requirements.
3. The State's duty to pay the Company's costs to complete the Project is independent of the Company's or its contractor's duty to comply with the Buy America Requirements, as applicable, and delivery of certificates or other supporting documentation by the Company to the State will not be a condition of the State's payment of the Company's costs. The foregoing will not be considered a waiver of the Company's or its contractor's duty to comply with the Buy America Requirements. The Company will be solely responsible, at its own cost, for remedying any and all non-compliance with Buy America Requirements, including, but not limited to: 1) the repayment to State of expenses incurred for non-compliant materials; or 2) the replacement of non-compliant materials with compliant materials, whichever remedy is required by the Federal Highway Administration.

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EXHIBIT E

LOCAL AGENCY RESOLUTION

BE IT RESOLVED, that the CITY OF NORTHFIELD enter into an agreement with the UNION PACIFIC RAILROAD COMPANY and the State of Minnesota through its Commissioner of Transportation for the installatio0n and maintenance of railroad crossing signals at the intersections of MSAS 118 (W 3rd St.), MSAS 103 (W 2nd St.), MSAS 101 (W St. Olaf Ave.) with the tracks of the UNION PACIFIC RAILROAD COMPANY.

BE IT FURTHER RESOLVED, that the Commissioner of Transportation is appointed agent for the CITY OF NORTHFIELD to supervise said project and administer available federal funds in accordance with Minn. Stat. § 161.36. The CITY OF NORTHFIELD's share of the cost shall be 5 % of the total project cost.

NOW THEREFORE, BE IT FURTHER RESOLVED, that the proper CITY officials are hereby authorized to execute said agreement and any amendments thereto for and on behalf of the CITY OF NORTHFIELD.

CERTIFICATION

I hereby certify that the above Resolution was presented to and adopted by the COUNCIL of the CITY OF NORTHFIELD at a duly authorized meeting thereof on the ________ day of_____________, _______.

By:_____________________________________

Date:___________________________________

Title: ___________________________________