



**City Council Agenda Item 9
Meeting of April 22, 2024**

Title: Bids and Agreements for the Hopkins Crossroad Trail Improvements Project

Report From: Chris Long, P.E., Assistant City Engineer

Submitted through: Phil Olson, P.E., City Engineer
Will Manchester, P.E., Public Works Director
Darin Nelson, Finance Director
Corrine Heine, City Attorney
Mike Funk, City Manager

Action Requested: Motion Informational Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Other N/A
Votes needed: 4 votes 5 votes N/A Other

Summary Statement

The Hopkins Crossroad Trail Improvements project proposes construction of a new trail along the east side of Hopkins Crossroad. The trail will provide a connection to an existing regional trail at its southerly limit at Cedar Lake Road, connection to a Metro Transit Park & Ride facility adjacent to its northerly limit at Wayzata Blvd / I-394 and connection to LH Tanglen Elementary / Hopkins High School campus just east of the project.

Recommended Action

1. Motion to award the contract for the Hopkins Crossroad Trail Improvements, Project No. 23206 to Park Construction Company in the amount of \$3,503,307.55 and amend the Capital Improvements Program (CIP).
2. Motion to authorize the city engineer to expend the allocated funds for project costs, without further council approval, provided the total project costs do not exceed the project budget of \$7,650,000.
3. Motion to approve the Special Appropriation Grant Contract (SPAP-23-0045-P-FY24) with the Minnesota Department of Employment and Economic Development (DEED), General Fund Grant Agreement – Construction Grant for the Minnetonka Hopkins Crossroad Trail Improvements Project.
4. Motion to ratify the approval of the Construction Cooperative Agreement with Hennepin County for the burial of overhead utility lines along the proposed project corridor.

Subject: Bids and Agreements for the Hopkins Crossroad Trail Improvements Project

5. Motion to authorize the mayor and city manager to execute the Construction Cooperative Agreement No. PW58-15-23 with Hennepin County for the replacement of four culverts and associated drainage structures.
6. Motion to authorize the mayor and city manager to execute the Construction Cooperative Agreement No. PW21-15-24 with Hennepin County for the trail project construction costs.

Strategic Profile Relatability

- | | |
|---|---|
| <input type="checkbox"/> Financial Strength & Operational Excellence | <input type="checkbox"/> Safe & Healthy Community |
| <input type="checkbox"/> Sustainability & Natural Resources | <input type="checkbox"/> Livable & Well-Planned Development |
| <input checked="" type="checkbox"/> Infrastructure & Asset Management | <input type="checkbox"/> Community Inclusiveness |
| <input type="checkbox"/> N/A | |

Statement: The Hopkins Crossroad Trail Improvements Project includes the construction of a top priority trail segment, enhancing trail network connectivity and city infrastructure.

Financial Consideration

- Is there a financial consideration? No Yes
- Financing sources: Budgeted Budget Modification New Revenue Source
 Use of Reserves Other

Statement: The Hopkins Crossroad Trail Improvements Project is budgeted in the Capital Improvements Program (CIP) and is proposed to be amended to include grant and other funding from both the State of Minnesota and Hennepin County.

Background

On Aug. 22, 2022, the city council adopted a resolution accepting the feasibility report, authorizing the preparation of plans and specifications and ordering the project for the Hopkins Crossroad Trail. On Dec. 18, 2023, the city council approved plans and specifications and authorized the advertisement of bids.

The city has been awarded grants from Hennepin County, the State of Minnesota and federal regional solicitation money from the Metropolitan Council. Staff has worked with the various agencies to finalize the necessary agreements.

Proposed Improvements

The project includes the addition of an eight-foot-wide bituminous trail along the east side of Hopkins Crossroad, from Cedar Lake Road (CSAH 16) to Oak Knoll Terrance North. Proposed improvements include:

- Off-street trail construction
- Concrete curb and gutter to provide a safety buffer from the existing road
- ADA improvements at all bus stops and street crossings
- Pedestrian refuge to provide safe crossing to and from LH Tanglen Elementary

Easement Acquisition

On Aug. 28, 2023, council authorized a formal easement acquisition process, which is required to ensure the city has possession of easements before bidding.

Permanent and temporary easements are required from 18 properties. The city has reached an agreement with 14 property owners and will continue to follow the formal easement acquisition process for the remaining parcels.

Communications

Staff will continue to use various strategies to provide project updates including signage, text alerts, email updates, citizen alerts and newsletters. An update was posted to the project webpage, currently 1,065 subscribers, indicating council would be considering the construction contract award at this meeting.

Bid Opening

Bids were opened electronically for the project on March 22, 2024. Two bids were received in response to the call for bids, and the results are as follows:

Contractor	Total Bid
Park Construction Company	\$3,503,307.55
New Look Contracting, Inc.	\$3,590,827.50
<i>Engineers Estimate</i>	\$3,100,000.00

The low bidder, Park Construction Company has satisfactorily completed similar projects in Minnetonka.

Estimated Project Costs and Funding

The total estimated construction cost, including engineering, administration and contingency, is \$7,650,000. Project funding is included in the CIP and is proposed to be amended to include the State and Hennepin County grants and funds.

City staff has worked through the requirements of several grants. These grants reduce the amount of city funding required for the project. A budget amendment to reduce city funding is required now that the bids have been received and the agreements with various agencies have been finalized. Below is a listing of the grants and agreements of each item.

Metropolitan Council Regional Solicitation Funding:

- In 2021, the city secured a grant through the Metropolitan Council Regional Solicitation Funding program in the amount of \$2,364,700. The grant application was successful due to the connections to schools, religious institutions and transit.

State of Minnesota:

- In May 2023, the city secured state bonding funds from the State of Minnesota through the Department of Employment and Economic Development (DEED) in the amount of \$1,635,000. An agreement is necessary with the State of Minnesota to define the grant requirements for this project. The city attorney has reviewed this agreement.

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Hennepin County:

- Hennepin County has requested the city replace several old storm sewer pipes along Hopkins Crossroad with the project. Hennepin County will fund approximately \$120,000 to complete this work. An agreement is necessary with Hennepin County to define the cost share, ownership and maintenance requirements for this work. The city attorney has reviewed this agreement.
- In March 2024, the city secured a grant in the amount of \$500,000 through the Hennepin County 2023 Cost Participation and Partnerships (CPP) Program. These funds support the trail construction costs. An agreement is necessary with Hennepin County to define the grant requirements for this project. The city attorney has reviewed this agreement.

Xcel Energy burial:

- On Oct. 30, 2023, council approved and ratified a revised agreement with Xcel Energy for burial of overhead lines in the amount of \$1,170,439.71.
- In 2023, the city secured a grant in the amount of \$343,200 through the Hennepin County 2022 Cost Participation and Partnerships (CPP) Program. These funds support the burial of overhead power and private utility lines along the project corridor. An agreement is necessary with Hennepin County to define the grant requirements for this project. The city attorney has reviewed this agreement.

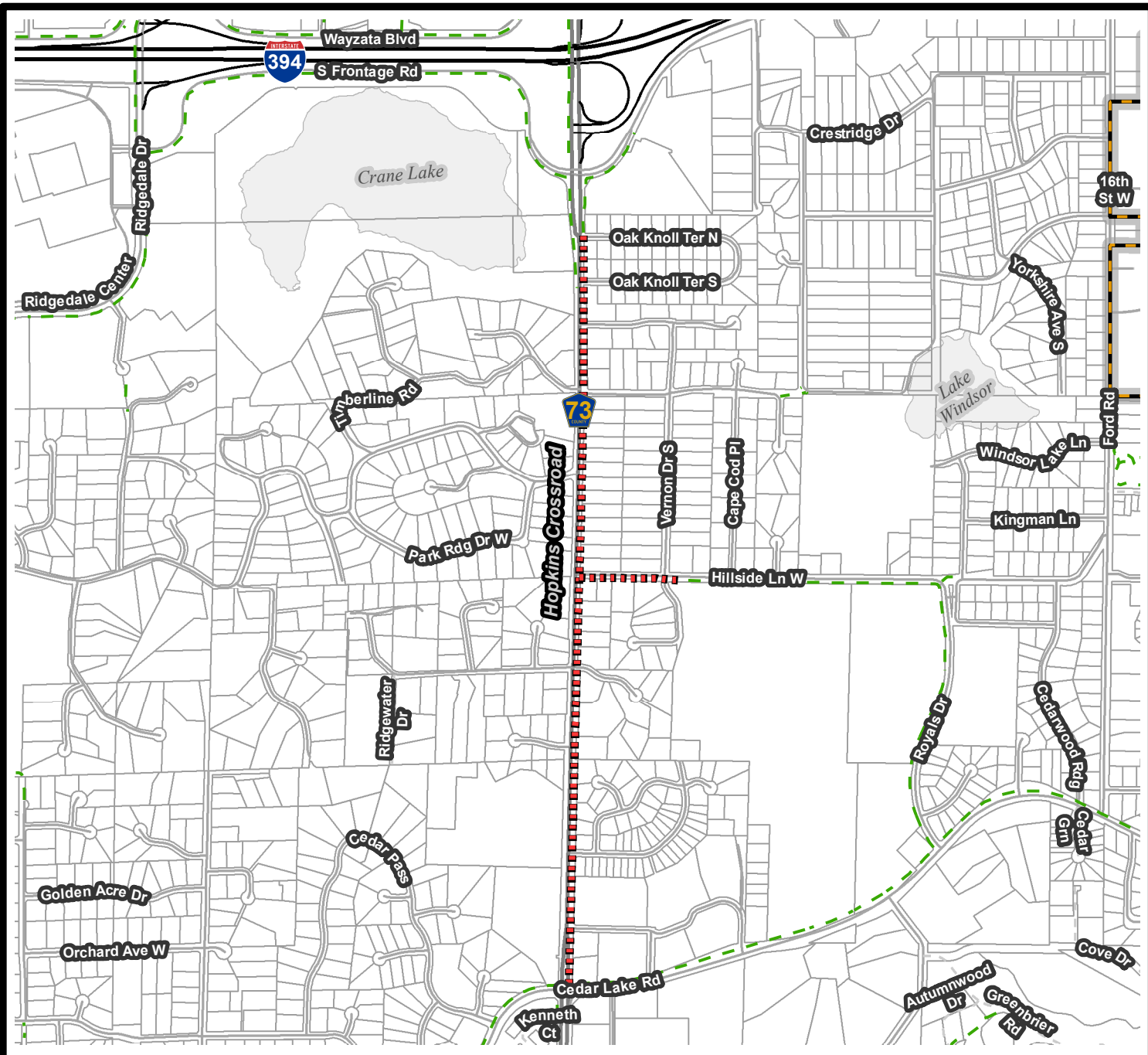
The total estimated construction cost, including engineering, administration, easement acquisition and contingency, is \$7,650,000. The table below shows the funding necessary for the project. On Oct. 30, 2023, budgeted funds were amended to the 2023 CIP as a requirement of the state grant. At this time, an amendment to the CIP is needed to obligate the new Hennepin County grant funding and state grant funding to the 2024 CIP.

	Budget Amount	Proposed Funding	Expense
Construction Costs			\$3,550,000
Contingency			\$700,000
Engineering, Administration, and Indirect Costs			\$1,500,000
Easement Acquisition			\$500,000
Overhead Power Burial			\$1,400,000
Trail System Expansion Fund	\$3,270,000	\$1,695,000	
Electric Franchise Fund	\$1,400,000	\$1,056,800	
Metropolitan Council Grant	\$2,300,000	\$2,300,000	
State of Minnesota	\$0	\$1,635,000	
Hennepin County – Overhead Burial	\$0	\$343,200	
Hennepin County – Storm Sewer	\$0	\$120,000	
Hennepin County – Trail	\$0	\$500,000	
Total Budget	\$6,970,000	\$7,650,000	\$7,650,000

Schedule

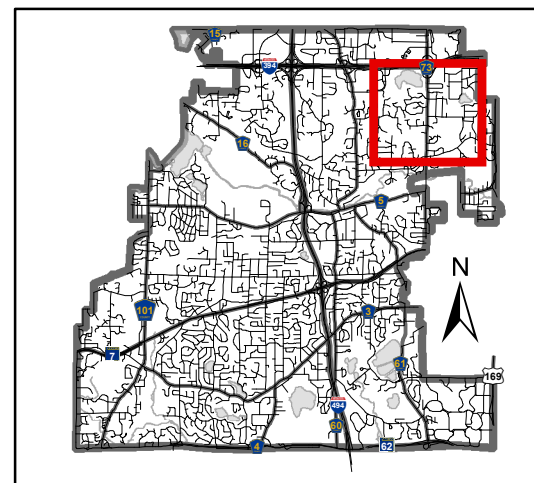
If the recommended actions are approved by council, trail construction is expected to begin in the spring and is planned for completion in the fall of 2024. Following trail construction, Hennepin County plans to complete a separate mill and overlay project on Hopkins Crossroad in 2025.

In-line with other city projects, staff will continue to use various strategies to provide project construction updates including signage, text alerts, email updates and newsletters.



Hopkins Crossroad Trail Improvements Project

- - - - - Proposed Trails
- - - - - Existing Trails



This map is for illustrative purposes only.

SPAP-23-0045-P-FY24

General Fund

Grant Agreement – Construction Grant

for the

**Minnetonka Hopkins Crossroad Trail
Improvements**

Project

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General Fund

Grant Agreement - Construction Grant for the Minnetonka; Hopkins Crossroad Trail Improvements Project

THIS AGREEMENT shall be effective as of June 2, 2023, and is between the City of Minnetonka, a Minnesota municipal corporation (the “Grant Recipient”), and the Minnesota Department of Employment and Economic Development (the “State Entity”).

RECITALS

A. Under the provisions contained in Laws of Minnesota 2023, Chapter 71, Article 1, Section 14, Subdivision 27, the State of Minnesota has allocated \$1,635,000, which is to be given to the Grant Recipient as a grant to assist it in acquiring property, completing predesign and design, constructing, furnishing, and equipping a new off-street, multi use trail along County State Aid Highway 73, Hopkins Crossroad, from Cedar Lake Road to Wayzata Boulevard and Hillside Lane east of Hopkins Crossroad. This appropriation may be used for utility relocation to accommodate the trail; and

B. The monies allocated to fund the grant to the Grant Recipient are appropriated money from the State of Minnesota’s general fund; and

C. The Grant Recipient and the State Entity desire to set forth herein the provisions relating to the granting of such monies and the disbursement thereof to the Grant Recipient.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I - Definitions

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Advance(s)” – means an advance made or to be made by the State Entity to the Grant Recipient and disbursed in accordance with the provisions contained in Article IV hereof.

“Agreement” - means this General Funds Grant Agreement Construction Grant for the Minnetonka; Hopkins Crossroad Trail Improvement Project.

“Architect”, if any – means Tim Lamkin Jr. P.E., Bolton & Menk, Inc., Mankato, MN, which will administer the Construction Contract Documents on behalf of the Grant Recipient.

“Commissioner of Management and Budget” - means the State of Minnesota acting through its Commissioner of Management and Budget, and any designated representatives thereof.

“Completion Date” – means December 31, 2025, the date of projected completion of the Project as specified in the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Project including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders or supplements thereto, which collectively form the contract between the Grant Recipient and the Contractor or Contractors concerning the Project and which provide for the completion of the Project on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Declaration” - means a declaration, or declarations, in the form as **Attachment I** and all amendments thereto, indicating that the Grant Recipient’s interest in the Real Property and, if applicable, the Facility is subject to the provisions of this Agreement.

“Draw Requisition” - means a draw requisition that the Grant Recipient, or its designee, will submit to the State Entity when an Advance is requested, and which is referred to in Section 4.02.

“Event of Default” - means those events delineated in Section 2.05.

“Facility”, if applicable, - means Minnetonka Hopkins Crossroad Trail, which is located, or will be constructed and located, on the Real Property.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal which assumes that all mortgage liens or encumbrances on the property being sold, which negatively affect the value of such property, will be released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all mortgage liens or encumbrances on the property being sold, which negatively affect the value of such property, will be released at the time of acquisition by the purchaser.

“Grant” - means a grant of monies from the State Entity to the Grant Recipient in an amount of \$1,635,000.

“Grant Recipient” - means the City of Minnetonka, a Minnesota municipal corporation.

“Inspecting Engineer”, if any - means the State Entity’s construction inspector, or its designated consulting engineer.

“Project” - means the acquisition of an interest in the Real Property and, if applicable, the Facility, along with the performance of those activities indicated in Section 2.03.

“Real Property” - means the real property located in the County of Hennepin, State of Minnesota, legally described in **Attachment II**.

“State Entity” - means the Minnesota Department of Employment and Economic Development.

“Use Contract” - means a lease, management contract or other similar contract between Grant Recipient and any other entity, and which involves or relates to the Real Property and, if applicable, the Facility.

“Use” - means any entity with which the Grant Recipient contracts under a Use Contract.

“Useful Life of the Real Property and, if applicable, the Facility” – means the term set forth in Section 2.04.T. of this Agreement.

Article II - GRANT

Section 2.01 Grant of Monies. The State Entity shall issue the Grant to the Grant Recipient and disburse the proceeds in accordance with the provisions of this Agreement. The Grant is not intended to be a loan.

Section 2.02 Use of Grant Proceeds. The Grant Recipient shall use the Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities:

(Check all appropriate boxes.)

- Acquisition of fee simple title to the Real Property;
- Acquisition of a leasehold interest in the Real Property;
- Acquisition of an easement on the Real Property;
- Improvement of the Real Property;
- Acquisition of the Facility;
- Improvement of the Facility;
- Renovation or rehabilitation of the Facility;
- Construction of the Facility; or
- _____ «13» _____.

Section 2.03 Operation of the Real Property and Facility. The Grant Recipient shall operate the Real Property and, if applicable, the Facility, or cause it to be operated, as Minnetonka

Hopkins Crossroad Trail, or for such other use as the Minnesota legislature may from time to time designate, and may enter into Use Contracts with Uses to so operate the Real Property and, if applicable, the Facility; provided that such Use Contracts must fully comply with all of the provisions contained in Section 3.01. The Grant Recipient shall also annually determine that the Real Property and, if applicable, the Facility are being so used, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity.

Section 2.04 Grant Recipient Representations and Warranties. The Grant Recipient further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Grant Recipient enforceable against the Grant Recipient in accordance with their respective terms.

C. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

D. It has made no material false statement or misstatement of fact in connection with its receipt of the Grant, and all of the information it previously submitted to the State Entity or which it will submit to the State Entity in the future relating to the Grant or the disbursement of any of the Grant is and will be true and correct.

E. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, the Facility, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

F. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein, nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

G. The contemplated use of the Real Property and, if applicable, the Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

H. The Project was, or will be, completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

I. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

J. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03 have been, or will be, obtained.

K. It will operate, maintain, and manage the Real Property and, if applicable, the Facility in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, the Facility.

L. It has, or will acquire, the following interest in the Real Property and, if applicable, the Facility, and, in addition, will possess all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property:

- Fee simple ownership of the Real Property.
- A Real Property/Facility Lease for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

- An easement for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility:

- Fee simple ownership of the Real Property.
- A Real Property/Facility Lease for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Not applicable because there is no Facility.

and such interests are or will be subject only to those easements, covenants, conditions and restrictions that will not materially interfere with the completion of the Project and the intended operation and use of the Real Property and, if applicable, the Facility, or those easements, covenants, conditions and restrictions which are specifically consented to, in writing, by the State Entity.

M. It will fully enforce the terms and conditions contained in any Use Contract.

N. It has complied with the matching funds requirement, if any, contained in Section 5.23.

O. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Grant to complete and fully pay for the Project.

P. The Project will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and will be situated entirely on the Real Property.

Q. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its conduct of work on the Project.

R. It will not allow any lien or encumbrance that is prior and superior to the Declaration to be created on or imposed upon the Real Property, whether such lien or encumbrance is voluntary or involuntary and including but not limited to a mechanic's lien or a mortgage lien, without the prior written consent of the State Entity.

S. It will furnish to the State Entity as soon as possible and in any event within 7 calendar days after the Grant Recipient has obtained knowledge of the occurrence of each Event of Default, or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default, or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default, and the action which the Grant Recipient proposes to take with respect thereto.

T. The Useful Life of the Real Property and, if applicable, Facility is 20 years.

U. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested in writing by either the State Entity or the Commissioner of Management and Budget.

Section 2.05 Event(s) of Default. The following events shall, unless waived in writing by the State Entity, constitute an Event of Default under this Agreement upon the State Entity giving the Grant Recipient 30 days written notice of such event, and the Grant Recipient's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Grant Recipient is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months. Notwithstanding the foregoing, any of the following events that cannot be cured shall, unless waived in writing by the State Entity, constitute an Event of Default under this Agreement immediately upon the State Entity giving the Grant Recipient written notice of such event.

A. If any representation, covenant, or warranty made by the Grant Recipient herein, in any Draw Requisition, or in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to make any Advance, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Grant Recipient fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

Section 2.06 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of Management and Budget may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Grant; provided, however, the State Entity may make Advances after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. The Commissioner of Management and Budget, as a third party beneficiary of this Agreement, may demand that the portion of the Grant already disbursed to the Grant Recipient be returned to it, and upon such demand the Grant Recipient shall return such portion to the Commissioner of Management and Budget.

C. Either the State Entity or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of Management and Budget would otherwise possess.

If the Grant Recipient does not repay any portion of the amount specified in Section 2.06.B within 30 days of demand by either the State Entity or the Commissioner of Management and Budget, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Grant Recipient is entitled to receive from the State of Minnesota.

Section 2.07 Notification of Event of Default. The Grant Recipient shall furnish to both the State Entity and the Commissioner of Management and Budget, as soon as possible and in any event within 7 calendar days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Grant Recipient proposes to take with respect thereto.

Section 2.08 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the purpose set forth in Section 2.03 after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the State Entity shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.09 Modification and/or Early Termination of Grant. If the Project is not started on or before June 30, 2025, or such later date to which the Grant Recipient and the State Entity may agree in writing, then, the State Entity's obligation to fund the Grant shall terminate, and, in such event, (i) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (ii) if some but not all of the Grant has been disbursed by such date then the State shall have no further obligation to provide any additional funding for the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

In addition, if all of the Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, then the State Entity's obligation to continue to fund the Grant shall terminate, and, in such event, (y) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (z) if some but not all of the Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding under the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon (a) the termination of the Grant Recipient's leasehold or easement interest in the Real Property in accordance with the terms of such lease or easement, or (b) the sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility in accordance with the provisions contained in Section 3.02 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of Management and Budget in compliance with the provisions contained in Section 3.03. Upon such termination the State Entity shall execute and deliver to the Grant Recipient such documents as are required to release the Real Property and, if applicable, the Facility, from the effect of the Declaration.

In the event that the legislation that authorized the Grant is amended to increase or reduce the amount of the Grant or in any other way, then this Agreement shall be deemed to have been automatically modified in accordance with such amendment and the amount of the Grant shall also be automatically modified in accordance with such amendment.

Section 2.10 Effect of Event of Default. If an Event of Default occurs and the Grant Recipient is required to and does return the amount specified in Section 2.06.B to the Commissioner of Management and Budget, then the following shall occur.

A. This Agreement shall survive and remain in full force and effect.

B. The amount returned by the Grant Recipient shall be credited against any amount that shall be due to the Commissioner of Management and Budget under Section 3.03 and against any amount that becomes due and payable because of any other Event of Default.

Section 2.11 Excess Funds. If the full amount of the Grant and any matching funds referred to in Section 5.23 are not needed to complete the Project, then, unless language in the legislation that authorized the Grant indicates otherwise, the Grant shall be reduced by the amount not needed.

Article III - USE AND SALE

Section 3.01 Use Contracts. Each and every Use Contract that the Grant Recipient enters into must comply with the following requirements:

A. The purpose for which the Use Contract was entered into must be a governmental purpose.

B. It must contain a provision setting forth the statutory authority under which the Grant Recipient is entering into the Use Contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that the Use Contract is being entered into in order to carry out the purpose for which the Grant was allocated, and must recite the purpose.

D. It must be for a term, including any renewals that are solely at the option of the Grant Recipient, that is, if applicable, substantially less than the useful life of the structures and improvements that make up the Facility, but may allow for renewals beyond the original term upon a determination by the Grant Recipient that the use continues to carry out the specific purpose for which the Grant was allocated. A term that is equal to or shorter than 50% of the useful life of the structures and improvements that make up the Facility will meet the requirement that it be for a time period that is substantially shorter than the useful life of such structures and improvements.

E. It must allow for termination by the Grant Recipient in the event of a default thereunder by the User, or in the event that the specific purpose for which the Grant was allocated is terminated or changed.

F. It must require the Usee to pay all costs of operation and maintenance of the Real Property and, if applicable, the Facility, unless the Grant Recipient is authorized by law to pay such costs and agrees to pay such costs.

G. If the amount of the Grant exceeds \$200,000.00, then it must contain a provision requiring the Usee to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, Subd. 1, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

Section 3.02 Sale. The Grant Recipient shall not sell any part of its ownership interest in the Real Property or, if applicable, the Facility unless all of the following provisions have been complied with fully.

A. The Grant Recipient determines, by official action, that it is no longer usable or needed as a Minnetonka Hopkins Crossroad Trail.

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. Written notice of such proposed sale has been supplied to both the State Entity and the Commissioner of Management and Budget at least 30 days prior thereto.

The acquisition of the Grant Recipient's interest in the Real Property and, if applicable, the Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation of thereof, by a lender that has provided monies for the acquisition of the Grant Recipient's interest in or betterment of the Real Property and, if applicable, the Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, the Facility in a manner which is not inconsistent with the program specified in Section 2.03 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, the Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 3.03.

Section 3.03 Proceeds of a Sale. Upon the sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility the net proceeds thereof shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of Management and Budget in an amount equal to the amount of the Grant actually disbursed, and if the amount of such net proceeds shall be less than the amount of the Grant actually disbursed then all of such net proceeds shall be distributed to the Commissioner of Management and Budget.

B. The remaining portion, after the distribution specified in Section 3.03.A, shall be distributed to pay in full any outstanding public or private debt incurred to acquire the Grant

Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facility in the order of priority of such debt.

C. Any remaining portion, after the distributions specified in Sections 3.03A and B, shall be divided and distributed in proportion to the shares contributed to the acquisition of the Grant Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facilities by public and private entities, including the State Entity but not including any private entity that has been paid in full, that supplied funds in either real monies or like-kind contributions for such acquisition and betterment, and the State Entity's distribution shall be made to the Commissioner of Management and Budget. Such public and private entities may agree amongst themselves as to any redistribution of such distributed funds.

The Grant Recipient shall not be required to pay or reimburse the State Entity for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Grant actually disbursed.

Article IV - DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 The Advances. The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the Grant to the Grant Recipient from time to time in an aggregate total amount equal to the amount of the Grant. Provided, however, in accordance with the provisions contained in Section 2.08, the State Entity's obligation to make Advances shall terminate as of the date which occurs 5 years from the effective date of this Agreement even if all of the Grant has not been disbursed by such date.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.23. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.23 that have been disbursed})$$

Formula #2

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 Draw Requisitions. Whenever the Grant Recipient desires a disbursement of a portion of the Grant, which shall be no more often than once each calendar month, the Grant Recipient shall submit to the State Entity a Draw Requisition duly executed on behalf of the Grant Recipient or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work

by percentage of completion as approved by the Grant Recipient and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Project site in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Project site will be made by the State Entity unless the Grant Recipient shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Grant Recipient shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before substantial completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Project and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Grant Recipient shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Grant Recipient has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Grant Recipient.

Section 4.03 Additional Funds from Grant Recipient. If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Grant plus the amount of all other funds committed to the completion of the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project, then the State Entity may send written notice thereof to the Grant Recipient specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Grant Recipient agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 4.04 Conditions Precedent to Any Advance. The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior

requests for an Advance shall not exceed the maximum amount of the Grant set forth in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Grant Recipient has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Grant Recipient.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the Grant Recipient has sufficient funds to fully and completely pay for the entire Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Grant Recipient is in compliance with the matching funds requirements, if any, contained in Section 5.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Grant Recipient currently possesses or will use the Grant to acquire the ownership interest delineated in Section 2.04.L.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, the Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and have been duly approved by the applicable municipal or governmental authorities having jurisdiction.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the completion of the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real

Property and, if applicable, the Facility to be operated in the manner specified in Section 2.03.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the Grant Recipient has the ability and a plan to fund the program which will be operated on the Real Property and, if applicable, in the Facility.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Construction Contract Documents are in place and are fully and completely enforceable.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Project substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Project or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents which name the State Entity and the Grant Recipient dual obligees thereunder, or such other evidence as may be acceptable to the Grant Recipient and the State Entity.

N. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the policies of insurance required under Section 5.01 are in full force and effect.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 5.10 and all additional applicable provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 5.10.B has been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 5.10.C have received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have been notified pursuant to Section 5.10.G.

P. No determination shall have been made by the State Entity that the amount of funds committed to the completion of the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project, or if such a determination has been made and notice thereof sent to the Grant Recipient then the Grant Recipient has supplied or has caused some other entity to supply the necessary funds in accordance with Section 4.03, or to provide evidence acceptable to the State Entity that sufficient funds are available.

Q. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

R. The Grant Recipient has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 4.05 Construction Inspections. The Grant Recipient and the Architect, if any, shall be responsible for making their own inspections and observations of the Project, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the applicable contracts with such Contractors. If any work done or materials supplied by a Contractor are not satisfactory to the Grant Recipient and the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Grant Recipient shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer may conduct such inspections of the Project as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer are made and all certificates issued by the Inspecting Engineer will be issued solely for the benefit and protection of the State Entity, and the Grant Recipient will not rely thereon.

Article V - MISCELLANEOUS

Section 5.01 Insurance. The Grant Recipient shall maintain or cause to be maintained builders risk insurance and fire and extended coverage insurance on the Facility, if such exists, in an amount equal to the full insurable value thereof, and shall name the State Entity as loss payee thereunder. If damages which are covered by such required insurance occurs to the Facility, if such exists, then the Grant Recipient shall, at its sole option and discretion, either: (i) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (ii) sell its interest in the Real Property and the damaged Facility, if such exists, in accordance with the provisions contained in Section 3.02. If the Grant Recipient elects to only partially repair such damage, then the portion of the insurance proceeds which are not used for such repair shall be applied in accordance with the provisions contained in Section 3.03 as if the Grant Recipient's interest in the Real Property and Facility, if such exists, had been sold, and such amounts shall be credited against the amounts due and owing under Section 3.03 upon the ultimate sale of the Grant Recipient's interest in the Real Property and Facility, if such exists. If the Grant Recipient elects to sell its interest in the Real Property and the damaged Facility, if such exists, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 3.03, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Grant Recipient.

As loss payee under the insurance required herein the State Entity agrees to and will assign or pay over to the Grant Recipient all insurance proceeds it receives so that the Grant Recipient can comply with the requirements that this Section 5.01 imposes upon the Grant Recipient as to the use of such insurance proceeds.

If the Grant Recipient elects to maintain general comprehensive liability insurance regarding the Real Property and Facility, if such exists, then the Grant Recipient shall have the State Entity named as an additional named insured therein.

At the written request of either the State Entity or the Commissioner of Management and Budget, the Grant Recipient shall promptly furnish thereto all written notices and all paid premium receipts received by the Grant Recipient regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

Section 5.02 Condemnation. If all or any portion of the Real Property and, if applicable, the Facility is condemned to an extent that the Grant Recipient can no longer comply with the provisions contained in Section 2.03, then the Grant Recipient shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Grant Recipient to continue to comply with the provisions contained in Section 2.03 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its interest in the Real Property and, if applicable, the Facility in accordance with the provisions contained in Section 3.02. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 3.03 as if the Grant Recipient's interest in the Real Property and, if applicable, the Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 3.03 upon the ultimate sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility. If the Grant Recipient elects to sell its interest in the portion of the Real Property and, if applicable, the Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 3.03, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Grant Recipient.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Grant Recipient all of such condemnation awards or proceeds it receives so that the Grant Recipient can comply with the requirements which this Section 5.02 imposes upon the Grant Recipient as to the use of such condemnation awards or proceeds.

Section 5.03. Use, Maintenance, Repair and Alterations. The Grant Recipient shall not, without the written consent of the State Entity, permit or suffer the use of any of the Real Property and, if applicable, the Facility, for any purpose other than the use for which the same is intended as of the effective date of this Agreement. In addition, the Grant Recipient: (i) shall keep the Real Property and, if applicable, the Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) shall not, written consent of the State Entity, remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Facility, if applicable, (iii) shall not do any act or thing which would unduly impair or depreciate the value of the Real Property and, if applicable, the Facility, (iv) shall not abandon the Real Property and, if applicable, the Facility, (v) shall complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real

Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (vi) shall comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property and, if applicable, the Facility, or any part thereof, or requiring any alterations or improvements thereto, (vii) shall not commit or permit any waste or deterioration of the Real Property and, if applicable, the Facility, (viii) shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (ix) shall comply with the provisions of any lease if the Grant Recipient's interest in the Real Property and, if applicable, the Facility, is a leasehold interest, (x) shall comply with the provisions of any condominium documents if the Real Property and, if applicable, the Facility, is part of a condominium regime, (xi) shall not remove any fixtures or personal property from the Real Property and, if applicable, the Facility, that was paid for with the proceeds of the Grant unless the same are immediately replaced with like property of at least equal value and utility, and (xii) shall not commit, suffer or permit any act to be done in or upon the Real Property and, if applicable, the Facility, in violation of any law, ordinance or regulation.

Section 5.04 Records Keeping and Reporting. The Grant Recipient shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the completion of the Project and operation of the Real Property and, if applicable, the Facility, and compliance with the requirements contained in this Agreement, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of its books, records, papers, or other documents relevant to the Grant. The Grant Recipient shall use or cause the entity which is maintaining such books and records to use generally accepted accounting principles in the maintenance of such books and records, and shall retain or cause to be retained all of such books, records, documents and other evidence for a period of 6 years from the date that the Project is fully completed and placed into operation.

Section 5.05 Inspection of Facility After Completion. Upon reasonable request by the State Entity the Grant Recipient shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, the Facility to allow, the State Entity to inspect the Real Property and, if applicable, the Facility.

Section 5.06 Data Practices. The Grant Recipient agrees with respect to any data that it possesses regarding the Grant, the Project, or the Real Property and, if applicable, the Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 5.07 Non-Discrimination. The Grant Recipient agrees to not engage in discriminatory employment practices in the completion of the Project, or operation or management of the Real Property and, if applicable, the Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Minn. Stat. Chapters 363A and 181 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 5.08 Worker's Compensation. The Grant Recipient agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, Subd. 2 and 176.182 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, with respect to the completion of the Project, and the operation or management of the Real Property and, if applicable, the Facility.

Section 5.09 Antitrust Claims. The Grant Recipient hereby assigns to the State Entity and the Commissioner of Management and Budget all claims it may have for over charges as to goods or services provided in its completion of the Project, and operation or management of the Real Property and, if applicable, the Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.10 Review of Plans and Cost Estimates. The Grant Recipient agrees to comply with all applicable provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Grant Recipient and the State Entity agree to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Grant Recipient shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Grant Recipient shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Grant Recipient shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Grant Recipient must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 5.10.C.

E. The program plan and cost estimates referred to in Section 5.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 5.10.B and the program plan and cost estimates referred to in Section 5.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Grant Recipient shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) completed in accordance with the program plan and cost estimates referred to in Section 5.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 5.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 5.10.C.

Provided, however, the provisions and requirements contained in this Section 5.10 only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 5.11 Prevailing Wages. The Grant Recipient agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the Real Property

and, if applicable, Facility as intended by the Minnesota Legislature. By agreeing to this provision, the Grant Recipient is not acknowledging or agreeing that the cited provisions apply to the Project or to the operation of the Real Property and, if applicable, Facility.

Section 5.12 Liability. The Grant Recipient and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of both the State Entity and the Commissioner of Management and Budget is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Grant Recipient is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Grant Recipient, including but not limited to the indemnification provided under Section 5.13, is governed by the provisions contained in such Chapter 466.

Section 5.13 Indemnification by the Grant Recipient. The Grant Recipient shall bear all loss, expense (including attorneys’ fees), and damage in connection with the completion of the Project or operation of the Real Property and, if applicable, the Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the completion of the Project or operation of the Real Property and, if applicable, the Facility, whether or not due to any act of omission or commission, including negligence of the Grant Recipient or any Contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their employees, servants or agents.

The Grant Recipient further agrees to indemnify, save, and hold the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Grant Recipient, its officers, employees, or agents, or by any User, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 5.06.

The Grant Recipient’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Grant Recipient, or subject to any exclusions from coverage in any insurance policy.

Section 5.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, nor shall the Grant Recipient be considered or deemed to be an agent,

representative, or employee of either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota in the performance of this Agreement, the completion of the Project, or operation of the Real Property and, if applicable, the Facility.

The Grant Recipient represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the completion of the Project and the operation and maintenance of the Real Property and, if applicable, the Facility. All personnel of the Grant Recipient or other persons while engaging in the performance of this Agreement, the completion of the Project, or the operation and maintenance of the Real Property and, if applicable, the Facility shall not have any contractual relationship with either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Grant Recipient, its officers, agents, contractors, or employees shall in no way be the responsibility of either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing, and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Grant Recipient at:
City of Minnetonka
14600 Minnetonka Blvd.
Minnetonka, MN 55345
Attention: Phil Olson

To the State Entity at:
Minnesota Department of Employment and Economic Development
180 East Fifth Street – Suite 1200
St. Paul, MN 55101
Attention: Gerald Wenner

To the Commissioner of Management and Budget at:
Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner of Management and Budget

Section 5.16 Binding Effect and Assignment or Modification. This Agreement and the Declaration shall be binding upon and inure to the benefit of the Grant Recipient and the State Entity, and their respective successors and assigns. Provided, however, that neither the Grant Recipient nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Grant Recipient or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 5.17 Waiver. Neither the failure by the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, in any one or more instances, to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.18 Entire Agreement. This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Grant Recipient and the State Entity, and there are no other agreements, either oral or written, between the Grant Recipient and the State Entity on the subject matter hereof.

Section 5.19 Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 5.20 Severability. If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.21 Time of Essence. Time is of the essence with respect to all of the matters contained in this Agreement.

Section 5.22 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 5.23 Matching Funds. The Grant Recipient must obtain and supply the following matching funds, if any, for the completion of the Project: \$4,493,100.

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to complete or pay for the Project. The Grant Recipient shall supply to the Commissioner of Management and Budget whatever documentation the Commissioner of Management and Budget may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of Management and Budget.

Section 5.24 Source and Use of Funds. The Grant Recipient represents to the State Entity and the Commissioner of Management and Budget that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Grant Recipient, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Grant Recipient must provide to the State Entity and the Commissioner of Management and Budget a detailed description of such conditions and what is being done to satisfy such conditions.

The Grant Recipient shall also supply whatever other information and documentation that the State Entity or the Commissioner of Management and Budget may request to support or explain any of the information contained in **Attachment III**.

The value of the Grant Recipient's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the legislation that authorized the Grant, be provided by either the Grant Recipient or a Usee under a Use Contract.

Section 5.25 Project Completion Schedule. The Grant Recipient represents to the State Entity and the Commissioner of Management and Budget that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 5.26 Third-Party Beneficiary. The public program to be operated in conjunction with the Real Property and, if applicable, the Facility will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of Management and Budget, is and shall be a third-party beneficiary of this Agreement.

Section 5.27 Applicability to Real Property and Facility. This Agreement applies to the Grant Recipient's interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing before the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Grant Recipient's interest in the Real Property.

Section 5.28 E-Verification. The Grant Recipient agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 5.29 Additional Requirements. The Grant Recipient and the State Entity agree to comply with the following additional requirements.

The Minnesota Department of Administration (DOA) has reviewed the Minnetonka Hopkins Crossroads Trail Improvements project and has rendered judgement that this project is exempt from DOA predesign evaluation.

Project Predesign and Design will be directed and carried out for the City of Minnetonka by Tim Lamkin Jr., P.E. of the engineering firm Bolton & Menk of Mankato, MN.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

IN TESTIMONY HEREOF, the Grant Recipient and the State Entity have executed this General Fund Grant Agreement – Construction Grant for the Minnetonka Hopkins Crossroad Trail Improvements Project on the day and date indicated immediately below their respective signatures.

GRANT RECIPIENT:

City of Minnetonka, a Minnesota municipal corporation

By: _____

Michael S. Funk

Its: City Manager

And: _____

Brad Wiersum

Its: Mayor

Dated: _____, 2024

STATE ENTITY:

Minnesota Department of Employment and Economic Development,

By: _____

Kevin McKinnon

Its: Deputy Commissioner

Dated: _____, 2024

STATE ENCUMBRANCE VERIFICATION:

Individual certifies that funds have been encumbered as required by Minn Stat SS 16A.15.

By: Robin Culbertson

Robin Culbertson

Its: MA 3

SWIFT Contract/PO No(s) 243970 PR 80346 PO 3-547882

Dated: 02/23, 2024

**Attachment I -
DECLARATION**

The undersigned has the following interest in the real property legally described in **Exhibit A** attached hereto and all facilities situated thereon (the “Restricted Property”):

(Check the appropriate box.)

- a fee simple title,
- a lease, or
- an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is subject to those provisions, requirements, restrictions, and encumbrances contained in the General Fund Grant Agreement Construction Grant for the Minnetonka Hopkins Crossroad Trial Improvements Project” dated _____, 2024, between the City of Minnetonka and the Minnesota Department of Employment and Economic Development. The Restricted Property shall remain subject to such provisions, requirements, restrictions, and encumbrances until it is released therefrom by a written release in recordable form signed by the Commissioner of the Minnesota Department of Employment and Economic Development, and such written release is recorded in the real estate records relating to the Restricted Property.

CITY OF MINNETONKA

By _____
Brad Wiersum, Mayor

By _____
Michael S. Funk, City Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on _____, 2024 by
Brad Wiersum, Mayor of the City of Minnetonka, a Minnesota municipal corporation.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on _____, 2024 by
Michael S. Funk, city manager of the City of Minnetonka, a Minnesota municipal corporation.

Notary Public

This Declaration was drafted by:

(Corrine Heine, City Attorney
City of Minnetonka
14600 Minnetonka Blvd.
Minnetonka, MN 55345
952-939-8260)

**Exhibit A to Declaration -
LEGAL DESCRIPTION OF RESTRICTED PROPERTY**

Property adjacent to the proposed Hopkins Crossroad Trail includes the public right of way of Hopkins Crossroad (CSAH 73) from Cedar Lake Road to Wayzata Boulevard, the public right of way of Hillside Lane, from Hopkins Crossroad (CSAH 73) to 1,100 feet east, and easement on the following properties:

Parcel 1 - 2711 Hopkins Crossroad (Easement document 6047038)

Legal description of property:

That part of the West 230.94 feet of the Southwest Quarter of the Southwest Quarter of Section 12, Township 117, Range 22, lying North of the Northerly right of way line of County Road No. 16 and lying South of a line drawn Easterly from a point in the West line of said Section 12, distant 1204.53 feet North of the Southwest corner of said Section 12, and said line so drawn deflects 83 degrees 17 minutes 10 seconds (measured from North to East) from the West line of said section.

(Torrens Certificate of Title No. 1178120)

Restricted Property: Easement areas as described in Document No. T6047038, files of the Hennepin County Registrar of Titles

Parcel 2 – 2701 Hopkins Crossroad (Easement document 6042151)

Legal description of property:

The West 232.70 feet of that part of the West Half of the Southwest Quarter of Section 12, Township 117, Range 22, lying Northerly of the Northerly right-of-way line of County Road No. 16 and which lies Southerly of a line running East from the West line of said Southwest Quarter and 1233.00 feet South of the Northwest corner of said Southwest Quarter, except the West 230.94 feet thereof lying South of a line drawn Easterly from a point on the West line of said Section 12, distant 1204.53 feet North of the Southwest corner of said Section 12, and said line so drawn deflects 83 degrees, 17 minutes, 10 seconds, (measured from North to East) from the West line of said Section 12; said West line of the

Southwest Quarter of said Section 12 as an assumed bearing of South, Hennepin County, Minnesota.

(Torrens, Certificate of Title No. 1060739)

Restricted Property: Easement areas as described in Document No. T6042151, files of the Hennepin County Registrar of Titles

Parcel 3 – 2445 Hopkins Crossroad (Easement document 11223340)

Legal description of property:

The South 165 feet of the West 264 feet of the South 1/2 of the Northwest 1/4 of Section 12, Township 117, Range 22 West of the 5th Principal Meridian, Hennepin County, Minnesota.

(Abstract)

Restricted Property: Easement area as described in Document No. A11223340, files of the Hennepin County Recorder

Parcel 4 – 2301 Hopkins Crossroad (condemnation documents 11259973 and 11259974)

Legal Description of Property:

The East 125 feet of the West 158 feet of that part of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 117 North, Range 22 West, lying North of the South 1155 feet of said Southwest 1/4 of the Northwest 1/4, Hennepin County, Minnesota.

(Abstract Property)

Restricted Property: Easement areas as described in Document No. A11259973, files of the Hennepin County Recorder

Parcel 5 – 11105 Hillside La

Legal Description of Property

The East 106 feet of the West 264 feet of that part of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 117 North, Range 22 West, lying North of the South 1155 feet of said Southwest 1/4 of the Northwest 1/4, according to the U.S. Government Survey thereof, Hennepin County, Minnesota.

(Abstract Property)

Restricted Property: Easement areas as described in Document No. A11259973, files of the Hennepin County Recorder

Parcel 6 – 2223 Hopkins Crossroad (easement document 6030303)

Legal Description of Property

Lot 14, Block 2, Knoll Ridge, Hennepin County, Minnesota.

(Torrens Property, Certificate No. 569011)

Restricted Property: Easement area as described in Document No. T6030303, files of the Hennepin County Registrar of Titles

Parcel 7 – 2217 Hopkins Crossroad (easement document 6047031)

Legal Description of Property:

Lot 15, Block 2, Knoll Ridge, Hennepin County, Minnesota.

(Torrens Property, Certificate No. 1486834)

Restricted Property: Easement areas as described in Document No. T6047031, files of the Hennepin County Registrar of Titles

Parcel 8 – 2205 Hopkins Crossroad (easement document 6040010)

Legal Description of Property:

Lot 16, Block 2, Knoll Ridge, Hennepin County, Minnesota.
(Torrens Property, Certificate No. 1006210)

Restricted Property: Easement areas as described in Document No. T6040010, files of the Hennepin County Registrar of Titles

Parcel 9 – 2201 Hopkins Crossroad (Easement document 6030694)

Legal Description of Property:

Lot 17, Block 2, “Knoll Ridge”, Hennepin County, Minnesota
(Torrens Property, Certificate No. 1566501)

Restricted Property: Easement areas as described in Document No. T6030694, files of the Hennepin County Registrar of Titles

Parcel 10 – 2121 Hopkins Crossroad (Easement document 6026969)

Legal Description of Property:

Lot 18, Block 2, Knoll Ridge, Hennepin County, Minnesota
(Torrens, Certificate of Title No. 1540741)

Restricted Property: Easement area as described in Document No. T6026969, files of the Hennepin County Registrar of Titles

Parcel 11 – 2115 Hopkins Crossroad (condemnation documents 6057046 and 6057047)

Legal Description of Property:

Lot 19, Block 2, “Knoll Ridge”, in the County of Hennepin and State of Minnesota
(Torrens Property, Certificate No. 612593)

Restricted Property: Easement areas as described in Document No. T6057046, files of the Hennepin County Registrar of Titles

Parcel 12 – 2109 Hopkins Crossroad (condemnation documents 6057046 and 6057047)

Legal Description of Property:

Lot 20, Block 2, “Knoll Ridge”, Hennepin County, Minnesota
(Torrens Property, Certificate No. 1057536)

Restricted Property: Easement areas as described in Document No. T6057046 files of the Hennepin County Registrar of Titles

Parcel 13 – 2105 Hopkins Crossroad (Easement document 6034088)

Legal Description of Property:

Lot 21 and the South 15 feet of Lot 22, Block 2, Knoll Ridge, Hennepin County, Minnesota (Torrens Property, Certificate No. 1515605)

Restricted Property: Easement areas as described in Document No. T6034088, files of the Hennepin County Registrar of Titles

Parcel 14 – 2025 Hopkins Crossroad (Easement document 6029758)

Legal Description of Property:

Lot 22 except the South 15.00 feet thereof and the South 15.00 feet of Lot 23, all in Block 2, Knoll Ridge, Hennepin County, Minnesota. (Torrens, Certificate of Title No. 1384929)

Restricted Property: Easement area as described in Document No. T60929758, files of the Hennepin County Registrar of Titles

Parcel 15 – 2021 Hopkins Crossroad (condemnation documents 6057046 and 6057047)

Legal Description of Property:

Lot 23, Block 2, Knoll Ridge, which lies North of the South 15.00 feet thereof, Hennepin County, Minnesota (Torrens, Certificate of Title No. 856490)

Restricted Property: Easement as described in Document No. T6057046, files of the Hennepin County Registrar of Titles

Parcel 16 – 2017 Hopkins Crossroad (Easement document 6039405)

Legal Description of Property:

Lot 24, Block 2, Knoll Ridge, Hennepin County, Minnesota (Torrens, Certificate of Title No. 1496008)

Restricted Property: Easement area as described in Document No. T039405, files of the Hennepin County Registrar of Titles

Parcel 20 – 1727 Hopkins Crossroad (condemnation documents 6057046 and 6057047)

Legal Description of Property:

Lot 22, Block 2, “Oak Knoll Terrace”, Hennepin County, Minnesota (Torrens Property, Certificate No. 1535154)

Restricted Property: Easement areas as described in Document No. T6047046, files of the Hennepin County Registrar of Titles

Parcel 21 – 1721 Hopkins Crossroad (Easement document 6038932)

Legal Description of Property:

Lot 1, Block 2, Oak Knoll Terrace, except that part thereof shown as Parcel 5F on Minnesota Department of Transportation Right of Way Plat Numbered 27-40, Hennepin County, Minnesota (Torrens Property, Certificate No. 1452790)

Restricted Property: Easement area as described in Document No. T6038932, files of the Hennepin County Registrar of Titles

**Attachment II -
LEGAL DESCRIPTION**

Property adjacent to the proposed Hopkins Crossroad Trail includes the public right of way of Hopkins Crossroad (CSAH 73) from Cedar Lake Road to Wayzata Boulevard, the public right of way of Hillside Lane, from Hopkins Crossroad (CSAH 73) to 1,100 feet east, and easement on the following properties:

Parcel 1 - 2711 Hopkins Crossroad (Easement document 6047038)

Legal description of property:

That part of the West 230.94 feet of the Southwest Quarter of the Southwest Quarter of Section 12, Township 117, Range 22, lying North of the Northerly right of way line of County Road No. 16 and lying South of a line drawn Easterly from a point in the West line of said Section 12, distant 1204.53 feet North of the Southwest corner of said Section 12, and said line so drawn deflects 83 degrees 17 minutes 10 seconds (measured from North to East) from the West line of said section.

(Torrens Certificate of Title No. 1178120)

Restricted Property: Easement areas as described in Document No. T6047038, files of the Hennepin County Registrar of Titles

Parcel 2 – 2701 Hopkins Crossroad (Easement document 6042151)

Legal description of property:

The West 232.70 feet of that part of the West Half of the Southwest Quarter of Section 12, Township 117, Range 22, lying Northerly of the Northerly right-of-way line of County Road No. 16 and which lies Southerly of a line running East from the West line of said Southwest Quarter and 1233.00 feet South of the Northwest corner of said Southwest Quarter, except the West 230.94 feet thereof lying South of a line drawn Easterly from a point on the West line of said Section 12, distant 1204.53 feet North of the Southwest corner of said Section 12, and said line so drawn deflects 83 degrees, 17 minutes, 10 seconds, (measured from North to East) from the West line of said Section 12; said West line of the Southwest Quarter of said Section 12 as an assumed bearing of South, Hennepin County, Minnesota.

(Torrens, Certificate of Title No. 1060739)

Restricted Property: Easement areas as described in Document No. T6042151, files of the Hennepin County Registrar of Titles

Parcel 3 – 2445 Hopkins Crossroad (Easement document 11223340)

Legal description of property:

The South 165 feet of the West 264 feet of the South 1/2 of the Northwest 1/4 of Section 12,

Township 117, Range 22 West of the 5th Principal Meridian, Hennepin County, Minnesota.
(Abstract)

Restricted Property: Easement area as described in Document No. A11223340, files of the Hennepin County Recorder

Parcel 4 – 2301 Hopkins Crossroad (condemnation documents 11259973 and 11259974)

Legal Description of Property:

The East 125 feet of the West 158 feet of that part of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 117 North, Range 22 West, lying North of the South 1155 feet of said Southwest 1/4 of the Northwest 1/4, Hennepin County, Minnesota.

(Abstract Property)

Restricted Property: Easement areas as described in Document No. A11259973, files of the Hennepin County Recorder

Parcel 5 – 11105 Hillside La

Legal Description of Property

The East 106 feet of the West 264 feet of that part of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 117 North, Range 22 West, lying North of the South 1155 feet of said Southwest 1/4 of the Northwest 1/4, according to the U.S. Government Survey thereof, Hennepin County, Minnesota.

(Abstract Property)

Restricted Property: Easement areas as described in Document No. A11259973, files of the Hennepin County Recorder

Parcel 6 – 2223 Hopkins Crossroad (easement document 6030303)

Legal Description of Property

Lot 14, Block 2, Knoll Ridge, Hennepin County, Minnesota.

(Torrens Property, Certificate No. 569011)

Restricted Property: Easement area as described in Document No. T6030303, files of the Hennepin County Registrar of Titles

Parcel 7 – 2217 Hopkins Crossroad (easement document 6047031)

Legal Description of Property:

Lot 15, Block 2, Knoll Ridge, Hennepin County, Minnesota.
(Torrens Property, Certificate No. 1486834)

Restricted Property: Easement areas as described in Document No. T6047031, files of the Hennepin County Registrar of Titles

Parcel 8 – 2205 Hopkins Crossroad (easement document 6040010)

Legal Description of Property:

Lot 16, Block 2, Knoll Ridge, Hennepin County, Minnesota.
(Torrens Property, Certificate No. 1006210)

Restricted Property: Easement areas as described in Document No. T6040010, files of the Hennepin County Registrar of Titles

Parcel 9 – 2201 Hopkins Crossroad (Easement document 6030694)

Legal Description of Property:

Lot 17, Block 2, “Knoll Ridge”, Hennepin County, Minnesota
(Torrens Property, Certificate No. 1566501)

Restricted Property: Easement areas as described in Document No. T6030694, files of the Hennepin County Registrar of Titles

Parcel 10 – 2121 Hopkins Crossroad (Easement document 6026969)

Legal Description of Property:

Lot 18, Block 2, Knoll Ridge, Hennepin County, Minnesota
(Torrens, Certificate of Title No. 1540741)

Restricted Property: Easement area as described in Document No. T6026969, files of the Hennepin County Registrar of Titles

Parcel 11 – 2115 Hopkins Crossroad (condemnation documents 6057046 and 6057047)

Legal Description of Property:

Lot 19, Block 2, “Knoll Ridge”, in the County of Hennepin and State of Minnesota
(Torrens Property, Certificate No. 612593)

Restricted Property: Easement areas as described in Document No. T6057046, files of the Hennepin County Registrar of Titles

Parcel 12 – 2109 Hopkins Crossroad (condemnation documents 6057046 and 6057047)

Legal Description of Property:

Lot 20, Block 2, “Knoll Ridge”, Hennepin County, Minnesota
(Torrens Property, Certificate No. 1057536)

Restricted Property: Easement areas as described in Document No. T6057046 files of the Hennepin County Registrar of Titles

Parcel 13 – 2105 Hopkins Crossroad (Easement document 6034088)

Legal Description of Property:

Lot 21 and the South 15 feet of Lot 22, Block 2, Knoll Ridge, Hennepin County, Minnesota
(Torrens Property, Certificate No. 1515605)

Restricted Property: Easement areas as described in Document No. T6034088, files of the Hennepin County Registrar of Titles

Parcel 14 – 2025 Hopkins Crossroad (Easement document 6029758)

Legal Description of Property:

Lot 22 except the South 15.00 feet thereof and the South 15.00 feet of Lot 23, all in Block 2, Knoll Ridge, Hennepin County, Minnesota.
(Torrens, Certificate of Title No. 1384929)

Restricted Property: Easement area as described in Document No. T60929758, files of the Hennepin County Registrar of Titles

Parcel 15 – 2021 Hopkins Crossroad (condemnation documents 6057046 and 6057047)

Legal Description of Property:

Lot 23, Block 2, Knoll Ridge, which lies North of the South 15.00 feet thereof, Hennepin County, Minnesota
(Torrens, Certificate of Title No. 856490)

Restricted Property: Easement as described in Document No. T6057046, files of the Hennepin County Registrar of Titles

Parcel 16 – 2017 Hopkins Crossroad (Easement document 6039405)

Legal Description of Property:

Lot 24, Block 2, Knoll Ridge, Hennepin County, Minnesota
(Torrens, Certificate of Title No. 1496008)

Restricted Property: Easement area as described in Document No. T039405, files of the Hennepin County Registrar of Titles

Parcel 20 – 1727 Hopkins Crossroad (condemnation documents 6057046 and 6057047)

Legal Description of Property:

Lot 22, Block 2, “Oak Knoll Terrace”, Hennepin County, Minnesota
(Torrens Property, Certificate No. 1535154)

Restricted Property: Easement areas as described in Document No. T6047046, files of the Hennepin County Registrar of Titles

Parcel 21 – 1721 Hopkins Crossroad (Easement document 6038932)

Legal Description of Property:

Lot 1, Block 2, Oak Knoll Terrace, except that part thereof shown as Parcel 5F on Minnesota Department of Transportation Right of Way Plat Numbered 27-40, Hennepin County, Minnesota
(Torrens Property, Certificate No. 1452790)

Restricted Property: Easement area as described in Document No. T6038932, files of the Hennepin County Registrar of Titles

**Attachment III -
SOURCE AND USE OF FUNDS FOR THE PROJECT**

Source of Funds		Use of Funds	
<u>Identify Source of Funds</u>	<u>Amount</u>	<u>Identify Items</u>	<u>Amount</u>
State G.O. Funds		Ownership Acquisition and Other Items Paid for with G.O. Grant Funds	
G.O. Grant	\$1,635,000		
Other State Funds		Purchase of Ownership Interest - Easements	\$62,600
Subtotal	\$0	Other Items of a Capital Nature:	
Matching Funds		Overhead Power Burial	\$300,000
Subtotal	\$0	Street/Trail/Drainage Infrastructure Construction	\$922,400
Other Public Entity Funds		Final Design & ROW Agent	\$150,000
Federal Funds (Met Council Regional Solicitation Grant)	\$2,364,700	Construction Phase Engineering	\$200,000
City of Minnetonka (Electric Franchise Fund)	\$1,100,000	Subtotal	\$1,635,000
City of Minnetonka (Trail Expansion Fund)	\$1,028,400		
Subtotal	\$4,493,100	Items Paid for with Non-G.O. Grant Funds	
Loans		Predesign	\$150,000
Subtotal	\$0	Final Design & ROW Agent	\$450,000
Other Funds		Construction Phase Engineering	\$200,000
Subtotal	\$0	Overhead Power Burial	\$1,100,000
Prepaid Project Expenses		Street/Trail/Drainage Infrastructure Construction	\$2,364,700
Subtotal	\$0	Purchase of Ownership Interest - Easements	\$228,400
TOTAL FUNDS	\$6,128,100	Subtotal	\$4,493,100
		TOTAL PROJECT COSTS	\$6,128,100

**Attachment IV -
PROJECT COMPLETION SCHEDULE**

ACTIVITY	Finish mm/yr
Site Control (if Necessary)	02/2024
All Funding Secured (Non DEED Funds) for Project Secured and in Place	06/2023
Declaration Recorded or Waiver from MMB Secured	06/2024
All Permits in Place	04/2024
Project out for Bid	03/2024
Bid Accepted	04/2024
Project Started	05/2024
Project Complete	12/2025
Project Inspected and Operational	12/2025

**CONSTRUCTION
COOPERATIVE AGREEMENT**

This Agreement is made between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the “County”, and the **City of Minnetonka**, a Minnesota home-rule charter city under the laws of the State of Minnesota, hereinafter referred to as the “City”. The County and the City collectively are referred to as the “Parties”.

Recitals

The following Recitals are incorporated into this Agreement.

1. The City, in coordination with the County, desires to construct a multi-use trail along County State Aid Highway (CSAH) 73 (Hopkins Crossroad) from Wayzata Boulevard to Cedar Lake Road with eight-foot wide paved surface to accommodate both pedestrians and bicyclists as part of the City’s Hopkins Crossroad Trail Project within the corporate limits of the City (the “Trail Project”).
2. As part of the City’s Trail Project, the City will underground the overhead utility lines along the proposed Trail Project corridor hereinafter referred to as the “Project”, as shown in the plans for City Project No. 23206, under County Project (CP) No. 2183516.
3. The Parties have agreed to enter into this Agreement to memorialize the partnership and to outline each party’s ownership and financial responsibilities, maintenance responsibilities, and associated costs for the Project.
4. The City shall be the lead agency in delivering the Project.
5. The County has indicated its willingness to cost participate in the Project as detailed herein.
6. The Project will be carried out by the Parties under the provisions of Minnesota Statutes, Section 162.17, Subdivision 1, and Section 471.59.

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. Term of Agreement and Survival of Terms.

- 1.1. **Effective Date.** This Agreement is effective as of the date of the final signature.
- 1.2. **Expiration Date.** This Agreement will expire after the date in which all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: Maintenance Responsibilities, Records/Audits, Indemnification, Insurance, Worker Compensation Claims, Cancellation, Termination, and Minnesota Laws Govern.

2. Project Construction.

- 2.1. **Contract Award and Administration.** The City or its agents shall prepare the necessary Project plans, specifications, and proposal; enter into a contract with Xcel Energy; administer the contract; and perform the required engineering and inspection.
- 2.2. **Detours.** The Project may require limited detouring of traffic onto the City's streets. The Parties agree that there will be no compensation to the City for detours onto its streets required to construct the Project.

3. Cost Participation.

The County will participate in the construction costs for the Project as provided herein.

- 3.1. **County's Total Cost Participation.** The County's cost participation in the Project shall be a total Not to Exceed (NTE) amount of \$343,200 ("County Cost Participation").

4. Payment.

- 4.1. **Amount Due.** The County, subject to the provisions stipulated in this Agreement, agrees to pay the County Cost Participation as described herein.
- 4.2. **When to Invoice.** Upon completion of the Project, the City shall notify the County and submit an invoice for one hundred percent (100%) of the County Cost Participation for the Project under this Agreement.
- 4.3. **What to Include in the Invoice.** The invoice shall include: date of invoice, invoice number, name of the County construction project manager (Mr. Jake Schumacher, P.E.), project name, county project number (CP 2183516), contract number, and purchase order number. For the final invoice, the City shall provide the County with the documentation of actual costs (either the actual invoices or spreadsheet of costs) prior to requesting payment.
- 4.4. **Where to Send Invoice.** Invoices and supporting documentation should be sent by email to obf.internet@hennepin.us or by mail to: Hennepin County Accounts Payable, P.O. Box 1388, Minneapolis, MN 55440-1388. An electronic copy of all invoices and project documentation should also be submitted to transp.invoices@hennepin.us

4.5. Approval and Payment. Upon approval and acceptance of the completed Project by the County Engineer or designated representative, and within forty-five (45) days of receipt of the invoice, the County shall reimburse the City for its share of the costs for the Project under this Agreement.

5. County Supplied Equipment. Not applicable to the Project.

6. The City's Maintenance Responsibilities. Upon completion of the Project, the City shall own and be responsible for maintenance of all the improvements constructed or revised as part of the Project at no cost to the County. Despite the foregoing, the Parties understand and agree that it is the responsibilities of the owners of the utilities, including the buried utilities, to perform the locate requests via the Gopher State One Call system.

7. The County's Maintenance Responsibilities. Upon completion of the Project, the County shall have no maintenance responsibilities of the improvements constructed or revised as part of the Project.

8. Authorized Representatives. In order to coordinate the services of the County with the activities of the City and vice versa so as to accomplish the purposes of this Agreement, the Hennepin County and the City Engineers or their designated representatives shall manage this Agreement on behalf of the County and the City.

County of Hennepin:

Carla Stueve
County Highway Engineer
Hennepin County Public Works
1600 Prairie Drive, Medina, MN 55340
Office: 612-596-0356
Carla.Stueve@hennepin.us

City of Minnetonka:

Phil Olson, PE
City Engineer
14600 Minnetonka Blvd., Minnetonka, MN 55345
952-939-8239
polson@minnetonkamn.gov

9. Assignment, Amendments, Default, Waiver, Agreement Complete, Cancellation or Termination.

9.1. Assignment. The City shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the County.

9.2. Amendments. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Parties hereto.

- 9.3. Default.** If a party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the default is excused by the non-defaulting parties, the Parties may upon written notice immediately cancel this Agreement in its entirety.
- 9.4. Waiver.** The Parties' failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- 9.5. Agreement Complete.** The entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- 9.6. Cancellation or Termination.** This Agreement may be terminated or cancelled by either party with or without cause upon thirty (30) day written notice. This Agreement shall be terminated or cancelled by either party upon a material breach by the other party that is not waived by the non-breaching party. In the event of a termination or cancellation, the Parties will remain responsible for cost participation as provided in this Agreement for obligations incurred up through the effective date of the termination or cancellation, subject to any equitable adjustment that may be required to account for the effects of a breach.
- 9.7. Force Majeure.** Neither party shall be responsible to the other party for a failure or delay to perform under this Agreement, if such failure or delay is due to a force majeure event, which is defined as 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.

10. Indemnification.

- 10.1. The City Indemnifies the County.** The City agrees to defend, indemnify and hold harmless the County, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the City or the City's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the City to perform fully, in any respect, all obligations under this Agreement. The City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.
- 10.2. The County Indemnifies the City.** The County agrees to defend, indemnify and hold harmless the City, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or

omission of the County or the County’s consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the County to perform fully, in any respect, all obligations under this Agreement. The County’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

11. Insurance. The City agrees that any future contract let by the City for the performance of any of the work included hereunder shall include clauses that will: 1) Require the contractor to indemnify and hold the County, its commissioners, officers, agents and employees harmless from any liability, claim, demand, judgments, expenses, action or cause of action of any kind or character arising out of any act or omission of the contractor, its officers, employees, agents or subcontractors; 2) Require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the contractor to provide and maintain the following insurance so as to assure the performance of its indemnification and hold harmless obligation.

Limits

(1) Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$1,500,000

Hennepin County shall be named as an additional insured for the Commercial General Liability coverage with respect to operations covered under this Agreement.

(2) Automobile Liability:

Combined Single limit each occurrence coverage or the equivalent covering owned, non-owned, and hired automobiles:	\$1,500,000
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(3) Workers’ Compensation and employer’s Liability:

Workers’ Compensation:	Statutory
If the contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.	
Employer’s Liability. Bodily injury by:	
Accident – Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease - Each Employee	\$500,000

(4) Professional Liability – Per Claim and Aggregate: \$2,000,000

The above listed Professional Liability insurance will not be required in any construction contract let by the City if the City's contractors are not required to perform design engineering as part of the construction contract.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits.

The above subparagraphs establish minimum insurance requirements. It is the sole responsibility of the City's contractors to determine the need for and to procure additional insurance which may be needed in connection with the Project.

All insurance policies shall be open to inspection by the County and copies of policies shall be submitted to the County upon written request.

12. Worker Compensation Claims.

12.1. City's Employees. Any and all employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the County, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County.

12.2. County's Employees. Any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the City.

13. Records/Audits. The City agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent to the Project and the accounting practices and procedures of the City which involve transactions relating to this Agreement.

14. Nondiscrimination. The provisions of Title VI of the Civil Rights Act of 1964, Minnesota

Statute Section 181.59, and any other applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.


15. Counterparts/Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

16. Minnesota Laws Govern. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.


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IN TESTIMONY WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers and agree to be bound by the provisions herein set forth.

CITY OF MINNETONKA

By: 
Mayor

Date: Jan 29, 2024

By: 
Mike Funk (Jan 28, 2024 13:50 CST)
City Manager

Date: Jan 28, 2024

COUNTY OF HENNEPIN


ATTEST:


By: 
Maria Rose (Feb 8, 2024 14:57 CST)
Deputy/Clerk of the County Board
Date: Feb 8, 2024

By: 
Chair of its County Board
Date: Feb 8, 2024

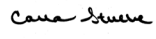
And: 
County Administrator
Date: Feb 5, 2024

**REVIEWED BY
THE COUNTY ATTORNEY'S OFFICE:**

By: 
Assistant County Attorney
Date: Jan 29, 2024

And: 
Assistant County Administrator, Public Works
Date: Jan 29, 2024

RECOMMENDED FOR APPROVAL


By: 
County Highway Engineer

Date: Jan 29, 2024

REVIEWED:

By: 
Sheri Selton
Date: Feb 2, 2024

RECOMMENDED FOR APPROVAL

By: 
Department Director, Transportation
Operations

Date: Jan 29, 2024

HENNEPIN COUNTY

MINNESOTA

Hennepin County, Board of Commissioners RESOLUTION 23-0121

2023

The following resolution was moved by Commissioner Angela Conley and seconded by Commissioner Kevin Anderson:

BE IT RESOLVED, that the County Administrator be authorized to negotiate the following agreements for various projects within the county:

- PW 13-17-23 with the cities of Plymouth and Minnetonka for construction of a roundabout at CSAH 15 (Gleason Lake Road) and Vicksburg Lane, multi-use trails, and pedestrian crossing improvements as part of Plymouth's Gleason Lake Drive improvement project, tracked under county project (CP) 2183549, at an estimated county cost of \$410,000;
- PW 14-15-23 with the City of Minnetonka to underground utility lines as part of the construction of a multi-use trail along CSAH 73 (Hopkins Crossroad) from Wayzata Boulevard to Cedar Lake Road, tracked under CP 2183516, at an estimated county cost of \$343,200;
- PW 15-06-23 with the City of Mound for pedestrian ramp replacements and accessible pedestrian signal installation along CSAH 110 (Commerce Boulevard) and CSAH 15 (Shoreline Drive), tracked under CP 2183550, at an estimated county cost of \$280,000;
- PW 16-25-23 with cities of Corcoran and Medina for traffic signal replacement, pedestrian ramp upgrades, addition of right-turn lanes, and multi-use trail construction at the CR 116 (Pinto Drive) and Hackamore Road intersection as part of the cities' Hackamore Road Reconstruction Project, tracked under CP 2183552, at an estimated county cost of \$399,000 and an estimated receivable of \$30,000;
- PW 17-24-23 with the City of Champlin for lighting improvements at the intersection of CSAH 14 (Douglas Drive) and 117th Avenue, tracked under CP 2183551, at an estimated county cost of \$62,000; and

BE IT FURTHER RESOLVED, that the 2023 capital budget for Cost Participation and Partnerships 2019-2023 (CP 2183500) be increased by \$30,000 to include revenue of \$15,000 from the City of Corcoran and \$15,000 from the City of Medina; and

BE IT FURTHER RESOLVED, that following review and approval by the County Attorney's Office, the Chair of the Board be authorized to sign the agreements on behalf of the county; and that the Controller be authorized to accept and disburse funds as directed.

The question was on the adoption of the resolution and there were 7 YEAS and 0 NAYS, as follows:

**County of Hennepin
Board of County Commissioners**

YEAS: Anderson, Conley, Fernando, Goettel, Greene, LaTondresse, Lunde

NAYS:

ABSTAIN:

ABSENT:

RESOLUTION ADOPTED ON 3/21/2023

ATTEST:

M. Roge

Deputy/Clerk to the County Board

Hennepin County Board of Commissioners
300 South Sixth Street, Minneapolis, MN 55487
hennepin.us



CONSTRUCTION COOPERATIVE AGREEMENT

This Agreement is made between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the “County”, and the **City of Minnetonka**, a Minnesota home-rule charter city under the laws of the State of Minnesota, hereinafter referred to as the “City”. The County and the City collectively are referred to as the “Parties”.

Recitals

The following Recitals are incorporated into this Agreement.

1. The City, in coordination with the County, desires to construct a multi-use trail along County State Aid Highway (CSAH) 73 (Hopkins Crossroad) from Wayzata Boulevard to Cedar Lake Road (the “Corridor”) with eight-foot wide paved surface to accommodate both pedestrians and bicyclists as part of the City’s Hopkins Crossroad Trail Project within the corporate limits of the City (the “Trail Project”).
2. The County plans to replace four culverts and associate drainage structures (the “Culverts”) along the Corridor as part of County Project (CP) 4107320 (“County Project”) as further depicted in the attached Exhibit B (Project Layout), and identified as “County Cost Share” in the attached Exhibit C (Drainage Ownership and Maintenance Responsibilities).
3. The County has requested and the City has agreed to include the County Project into the Trail Project, collectively referred to as the “Project” to reduce construction impacts to the public and increase project delivery efficiency.
4. The Parties have agreed to enter into this Agreement to memorialize the partnership and to outline each party’s ownership and financial responsibilities, maintenance responsibilities, and associated costs for the Project.
5. The City shall be the lead agency in Project design, engineering, and construction administration, and shall be responsible for acquiring all governmental agency-required permits needed for the Project.
6. The City Engineer has prepared an Engineer’s Estimate of quantities and unit prices for the above described Project, and a copy of the Engineer’s Estimate and an estimated Division of Cost Summary, marked Exhibit A, is attached hereto.
7. The County has indicated its willingness to cost participate in the Project as detailed herein.

8. The Project will be carried out by the Parties under the provisions of Minnesota Statutes, Section 162.17, Subdivision 1, and Section 471.59.

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. Term of Agreement, Survival of Terms, and Exhibits.

- 1.1. **Effective Date.** This Agreement is effective as of the date of the final signature.
- 1.2. **Expiration Date.** This Agreement will expire after the date in which all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: Maintenance Responsibilities, Records/Audits, Indemnification, Insurance, Worker Compensation Claims, Cancellation, Termination, and Minnesota Laws Govern.
- 1.4. **Exhibits.** All exhibits are attached and incorporated into this Agreement.
 - 1.4.1 **Exhibit A (Division of Cost Summary)**
 - 1.4.2 **Exhibit B (Project Layout)**
 - 1.4.3 **Exhibit C (Drainage Ownership and Maintenance Responsibilities)**

2. Project Construction.

- 2.1. **Contract Award and Administration.** The City or its agents shall prepare the necessary Project plans, specifications, and proposal; advertise for bids for the work and construction; receive and open bids pursuant to the advertisement; enter into a contract with the successful bidder at the unit prices specified in the bid of such bidder; administer the contract; and perform the required engineering and inspection. In the event that the City does not award the Project due to higher than expected bid or due to lack of funding or a force majeure event, the City will consult with the County on the possibility of rebidding or cancelling the Project completely. The City shall have the final decision on awarding or rejecting bids. If the bids are rejected, either party may terminate this Agreement, or the Parties may agree to rebid the Project.
- 2.2. **Plans and Specifications.** The City or its agent shall prepare the plans and specifications, and be responsible for meeting all certifications and requirements needed for complete construction of Project.
 - 2.2.1 **Design Work.** All design work performed by the City and its agents for the

Project shall be prepared and certified by a Professional Engineer licensed in the State of Minnesota. All designs which affect County facilities shall conform to the Minnesota Department of Transportation (MnDOT) Design Standards applicable to County State Aid Highways and to the requirements of the Americans with Disabilities Act (ADA) standards, and be approved by the County Engineer prior to construction.

2.2.2 Plan Numbers (S.A.P#/ S.P.#). Minnetonka SP 142-090-004

2.2.3 Request for Copies of Plans. At the request of the County, the City or its agents shall furnish the County with any working copies of any plans, designs or reports at any time during the Project design process.

2.3. Construction Supervision and Inspection. The City or its agents will administer the construction contract, perform all necessary engineering, inspection, and testing of all the Project work. All work for the Project shall be completed in compliance with the County approved plans and specifications. The County Engineer or a designated representative shall have the right, as the work progresses, to enter upon the job site to make any inspections deemed necessary and shall cooperate with the City Engineer and staff at their request to the extent necessary, but will have no responsibility for the supervision of the work.

2.4. Plan Changes and Additional Construction.

2.4.1 Plan Changes. The County agrees that the City may make changes in the plans or in the character of the Project construction that are reasonably necessary to cause the construction to be in all things performed and completed in a satisfactory manner, subject to the County's rights under Subsection 2.4.2 and the limitations and restrictions on County cost participation provided in Section 3.

2.4.2 Review Proposed Changes. The County shall have the right to review any proposed changes to the plans and specifications as they relate to the County's cost participation prior to the work being performed, except in emergencies, and in those instances where the proposed changes necessitate a re-engineering of the design and/or specifications, the City shall submit the re-engineered design and/or specifications to the County. The County Engineer or designated representative shall respond to the City's request for approval to authorize the issuance of any negotiated change orders or supplemental agreements prepared by the City that affect the County's share of the construction cost within a reasonable time frame, subject to the limitations and restrictions on County cost participation provided in Section 3.

2.5. Right of Way/Permit

2.5.1 Right of Way Acquisition. The City or its agents shall acquire all additional right of way, permits and/or easements required for the construction of the Project. Additionally, upon completion of the Project, the City agrees to convey

to the County all permanent right of way and easement acquired for the County highway included in this Project, at no cost to the County; provided, that the City shall not convey any easements acquired solely for the purpose of constructing, maintaining and operating the trail for the Trail Project.

2.5.2 Access Rights and Permits. The County shall cooperate with the conveyance of any reasonable access or other property rights over the County right of way that may be required by the City for the Project. The Parties understand that any such access rights must be necessary for completion of the Project and shall be subject to applicable County Board or County staff approval requirements; these access rights will be granted at no cost to the City. Any and all County permits required for the Project shall be granted by the County at no cost or expense to the City or its contractors. The City shall also obtain, and comply with, any and all permits and approvals required from other governmental or regulatory agencies to accomplish the Project.

2.5.3 Right of Way Costs. There is no associated right of way cost due from the County.

2.6. Detours. The Project may require limited detouring of traffic onto the City's streets. The Parties agree that there will be no compensation to the City for detours onto its streets required to construct the Project.

3. Cost Participation. The County will participate in the construction costs for the Project as provided herein.

3.1. County's Total Cost Participation. The County's cost participation in the Project shall be an estimated amount of \$120,000 and shall be calculated based on only those portions of the Project costs identified in Exhibit A as the County's shares for design, construction, and construction engineering of the Culverts ("County Cost Participation"). Final cost will be based on actual final construction costs with 12% added for Design and 10% added for Construction Administration.

4. Payment.

4.1. Amount Due. The County, subject to the provisions stipulated in this Agreement, agrees to pay the County Cost Participation as described herein.

4.2. When to Invoice. Upon completion of the Project, the City shall notify the County and submit an invoice for one hundred percent (100%) of the County Cost Participation for the Project under this Agreement.

4.3. What to Include in the Invoice. The invoice shall include: date of invoice, invoice number, name of the County construction project manager (Mr. Tony Schrempp, P.E.), project name, county project number (CP 4107320), contract number, and purchase order number. For the final invoice, the City shall provide the County with the Final Distribution of Costs document prior to requesting payment.

- 4.4. Where to Send Invoice.** Invoices and supporting documentation should be sent by email to obf.internet@hennepin.us or by mail to: Hennepin County Accounts Payable, P.O. Box 1388, Minneapolis, MN 55440-1388. An electronic copy of all invoices and project documentation should also be submitted to transp.invoices@hennepin.us
- 4.5. Approval and Payment.** Upon approval and acceptance of the completed Project by the County Engineer or designated representative, and within forty-five (45) days of receipt of the invoice, the County shall reimburse the City for its share of the costs for the Project under this Agreement.
- 5. The City's Maintenance Responsibilities.** Upon completion of the Project, the City shall provide the following year-round maintenance services required thereafter at no cost to the County.
- 5.1. City Road Storm Sewers.** The City shall own and maintain catch basins, manholes, and trunk lines serving areas beyond the County right of way constructed or reconstructed under the Project. Maintenance includes but is not limited to repairs to structures, casting, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewers ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.
- 6. The County's Maintenance Responsibilities.** Upon completion of the Project, the County shall provide year-round maintenance at its sole cost as outlined below:
- 6.1. Storm Sewers.** The County shall own and maintain the Culverts, catch basins and leads, manholes, trunk lines and all other components that serve only County right of way constructed or reconstructed under the Project at no cost to the City. Maintenance includes repairs to structures, casting, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewers ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.
- 7. Authorized Representatives.** In order to coordinate the services of the County with the activities of the City and vice versa so as to accomplish the purposes of this Agreement, the Hennepin County and the City Engineers or their designated representatives shall manage this Agreement on behalf of the County and the City.

County of Hennepin:

Carla Stueve
County Highway Engineer
Hennepin County Public Works
1600 Prairie Drive, Medina, MN 55340
Office: 612-596-0356
Carla.Stueve@hennepin.us

City of Minnetonka:

Phil Olson, PE
City Engineer
14600 Minnetonka Blvd., Minnetonka, MN 55345

952-939-8239
polson@minnetonkamn.gov

8. Assignment, Amendments, Default, Waiver, Agreement Complete, Cancellation or Termination.

- 8.1. Assignment.** Neither party shall assign, subcontract, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the other party.
- 8.2. Amendments.** Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Parties hereto.
- 8.3. Default.** If the City fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. The County agrees to provide written notice to the City of any default and a reasonable opportunity to cure the default. If the default is material and is not timely cured by the City, the County may upon written notice immediately cancel this Agreement in its entirety.
- 8.4. Waiver.** The failure of either party to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- 8.5. Agreement Complete.** The entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- 8.6. Cancellation or Termination.** This Agreement may be terminated or cancelled by either party with or without cause upon thirty (30) day written notice. This Agreement shall be terminated or cancelled by either party upon a material breach by the other party. In the event of a termination or cancellation, the Parties will remain responsible for cost participation as provided in this Agreement for obligations incurred up through the effective date of the termination or cancellation, subject to any equitable adjustment that may be required to account for the effects of a breach.
- 8.7. Force Majeure.** Neither party shall be responsible to the other party for a failure or delay to perform under this Agreement, if such failure or delay is due to a force majeure event, which is defined as 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.

9. Indemnification.

- 9.1. The City Indemnifies the County.** The City agrees to defend, indemnify and hold

harmless the County, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the City or the City's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the City to perform fully, in any respect, all obligations under this Agreement. The City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

9.2. The County Indemnifies the City. The County agrees to defend, indemnify and hold harmless the City, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the County or the County's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the County to perform fully, in any respect, all obligations under this Agreement. The County's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

10. Insurance. The City agrees that any future contract let by the City for the performance of any of the work included hereunder shall include clauses that will: 1) Require the contractor to indemnify and hold the County, its commissioners, officers, agents and employees harmless from any liability, claim, demand, judgments, expenses, action or cause of action of any kind or character arising out of any act or omission of the contractor, its officers, employees, agents or subcontractors; 2) Require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the contractor to provide and maintain the following insurance so as to assure the performance of its indemnification and hold harmless obligation.

Limits

(1) Commercial General Liability on an occurrence basis with contractual liability coverage:	
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$1,500,000

Hennepin County shall be named as an additional insured for the Commercial General Liability coverage with respect to operations covered under this Agreement.

(2) Automobile Liability:
Combined Single limit each occurrence coverage or the

equivalent covering owned, non-owned, and hired automobiles:	\$1,500,000
(3) Workers' Compensation and employer's Liability:	
Workers' Compensation:	Statutory
If the contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.	
Employer's Liability. Bodily injury by:	
Accident – Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease - Each Employee	\$500,000
(4) Professional Liability – Per Claim and Aggregate:	\$2,000,000

The above listed Professional Liability insurance will not be required in any construction contract let by the City if the City's contractors are not required to perform design engineering as part of the construction contract.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits.

The above subparagraphs establish minimum insurance requirements. It is the sole responsibility of the City's contractors to determine the need for and to procure additional insurance which may be needed in connection with the Project.

All insurance policies shall be open to inspection by the County and copies of policies shall be submitted to the County upon written request.

11. Worker Compensation Claims.

11.1. City's Employees. Any and all employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the County, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County.

11.2. County's Employees. Any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the

employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the City.

- 12. Records/Audits.** Each party agrees that the other party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent to the Project and the accounting practices and procedures of each party which involve transactions relating to this Agreement.
- 13. Nondiscrimination.** The provisions of Title VI of the Civil Rights Act of 1964, Minnesota Statute Section 181.59, and any other applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.
- 14. Counterparts/Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.
- 15. Minnesota Laws Govern.** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

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IN TESTIMONY WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers and agree to be bound by the provisions herein set forth.

CITY OF MINNETONKA

By: _____
Mayor

Date: _____

**REVIEWED BY THE
CITY ATTORNEY**

Corrine Heine, City Attorney

Date: _____

By: _____
City Manager

Date: _____

COUNTY OF HENNEPIN

ATTEST:

By: _____
Deputy/Clerk of the County Board
Date: _____

By: _____
Chair of its County Board
Date: _____

And: _____
County Administrator
Date: _____

**REVIEWED BY
THE COUNTY ATTORNEY'S OFFICE:**

By: _____
Assistant County Attorney
Date: _____

And: _____
Assistant County Administrator, Public Works
Date: _____

RECOMMENDED FOR APPROVAL

REVIEWED:

By: _____
Sheri Selton
Date: _____

By: _____
County Highway Engineer

Date: _____

RECOMMENDED FOR APPROVAL

By: _____
Department Director, Transportation
Operations
Date: _____

EXHIBIT A
Engineer's Estimate and Division of Cost Summary

(This space left intentionally blank)

EXHIBIT A
for PW 58-15-23, CSAH 73, C.P. 4107320

ENGINEER'S ESTIMATE

AS BID
CITY OF MINNETONKA
PROJECT NO. T19.119160

3/22/2024

ITEM NO.	MNDOT ITEM NO.	ITEM DESCRIPTION	NOTE	UNIT	AS BID UNIT PRICE	PARTICIPATING SP 142-090-004 (CSAH 73)				NON PARTICIPATING HENNEPIN COUNTY		PROJECT TOTAL	
						STREET		STORM SEWER		STORM SEWER		QUANTITY	COST
						QUANTITY	EST COST	QUANTITY	EST COST	QUANTITY	EST COST		
1	2021.501	MOBILIZATION		LUMP SUM	\$ 223,300.00	0.79	\$ 176,407.00	0.19	\$ 42,427.00	0.02	\$ 4,466.00	1.00	\$ 223,300.00
2	2101.502	GRUBBING		EACH	\$ 523.00	131	\$ 68,513.00		\$ -		\$ -	131	\$ 68,513.00
3	2101.505	GRUBBING		ACRE	\$ 41,800.00	0.64	\$ 26,752.00		\$ -		\$ -	0.64	\$ 26,752.00
4	2102.503	PAVEMENT MARKING REMOVAL		LIN FT	\$ 0.78	13000	\$ 10,140.00		\$ -		\$ -	13000	\$ 10,140.00
5	2102.518	PAVEMENT MARKING REMOVAL		SQ FT	\$ 2.60	500	\$ 1,300.00		\$ -		\$ -	500	\$ 1,300.00
6	2104.502	REMOVE DRAINAGE STRUCTURE		EACH	\$ 689.00	14	\$ 9,646.00		\$ -		\$ -	14	\$ 9,646.00
7	2104.502	REMOVE PIPE APRON		EACH	\$ 603.00	13	\$ 7,839.00		\$ -		\$ -	13	\$ 7,839.00
8	2104.502	REMOVE HYDRANT		EACH	\$ 1,900.00	1	\$ 1,900.00		\$ -		\$ -	1	\$ 1,900.00
9	2104.502	REMOVE CONCRETE STEP		EACH	\$ 599.00	6	\$ 3,594.00		\$ -		\$ -	6	\$ 3,594.00
10	2104.502	REMOVE MAIL BOX		EACH	\$ 105.00	15	\$ 1,575.00		\$ -		\$ -	15	\$ 1,575.00
11	2104.502	SALVAGE SIGN PANEL		EACH	\$ 41.80	50	\$ 2,090.00		\$ -		\$ -	50	\$ 2,090.00
12	2104.502	REMOVE SIGN		EACH	\$ 41.80	16	\$ 668.80		\$ -		\$ -	16	\$ 668.80
13	2104.502	SALVAGE BOULDER		EACH	\$ 92.60	50	\$ 4,630.00		\$ -		\$ -	50	\$ 4,630.00
14	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)		LIN FT	\$ 5.75	100	\$ 575.00		\$ -		\$ -	100	\$ 575.00
15	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)		LIN FT	\$ 2.00	7450	\$ 14,900.00		\$ -		\$ -	7450	\$ 14,900.00
16	2104.503	REMOVE CURB & GUTTER	(7)	LIN FT	\$ 3.15	3120	\$ 9,828.00		\$ -		\$ -	3120	\$ 9,828.00
17	2104.503	REMOVE SEWER PIPE (STORM)		LIN FT	\$ 25.10	1428	\$ 35,842.80		\$ -		\$ -	1428	\$ 35,842.80
18	2104.503	REMOVE WATERMAIN		LIN FT	\$ 47.60	75	\$ 3,570.00		\$ -		\$ -	75	\$ 3,570.00
19	2104.503	REMOVE RETAINING WALL		LIN FT	\$ 18.30	278	\$ 5,087.40		\$ -		\$ -	278	\$ 5,087.40
20	2104.503	REMOVE FENCE		LIN FT	\$ 26.10	150	\$ 3,915.00		\$ -		\$ -	150	\$ 3,915.00
21	2104.503	SALVAGE GUARDRAIL	(2)	LIN FT	\$ 105.00		\$ -		\$ -	30	\$ 3,150.00	30	\$ 3,150.00
22	2104.503	SALVAGE RETAINING WALL		LIN FT	\$ 34.80	80	\$ 2,784.00		\$ -		\$ -	80	\$ 2,784.00
23	2104.504	REMOVE BITUMINOUS PAVEMENT		SQ YD	\$ 3.30	8730	\$ 28,809.00		\$ -	270	\$ 891.00	9000	\$ 29,700.00
24	2104.504	REMOVE CONCRETE PAVEMENT		SQ YD	\$ 12.90	192	\$ 2,476.80		\$ -		\$ -	192	\$ 2,476.80
25	2104.518	REMOVE CONCRETE WALK		SQ FT	\$ 2.90	400	\$ 1,160.00		\$ -		\$ -	400	\$ 1,160.00
26	2106.507	EXCAVATION - COMMON	(P), (EV)	CU YD	\$ 27.90	7900	\$ 220,410.00		\$ -	70	\$ 1,953.00	7970	\$ 222,363.00
27	2106.507	EXCAVATION - SUBGRADE	(CV), (4)	CU YD	\$ 30.00	2000	\$ 60,000.00		\$ -		\$ -	2000	\$ 60,000.00
28	2106.507	EXCAVATION - CHANNEL AND POND	(P), (EV)	CU YD	\$ 32.40	2230	\$ 72,252.00		\$ -		\$ -	2230	\$ 72,252.00
29	2106.507	COMMON EMBANKMENT	(P), (CV)	CU YD	\$ 24.40	3600	\$ 87,840.00		\$ -		\$ -	3600	\$ 87,840.00
30	2106.507	GRANULAR EMBANKMENT	(CV), (4)	CU YD	\$ 44.90	2000	\$ 89,800.00		\$ -		\$ -	2000	\$ 89,800.00
31	2123.61	STREET SWEEPER (WITH PICKUP BROOM)		HOURL	\$ 178.00	40	\$ 7,120.00		\$ -	10	\$ 1,780.00	50	\$ 8,900.00
32	2123.61	1.5 CU YD BACKHOE	(3)	HOURL	\$ 197.00	50	\$ 9,850.00		\$ -		\$ -	50	\$ 9,850.00
33	2211.507	AGGREGATE BASE CLASS 5	(CV)	CU YD	\$ 69.00	1015	\$ 70,035.00		\$ -	90	\$ 6,210.00	1105	\$ 76,245.00
34	2360.509	TYPE SP 12.5 WEARING COURSE MIX (4,C)		TON	\$ 113.00	970	\$ 109,610.00		\$ -	60	\$ 6,780.00	1030	\$ 116,390.00
35	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (4,B)		TON	\$ 95.10	1000	\$ 95,100.00		\$ -	60	\$ 5,706.00	1060	\$ 100,806.00
36	2411.602	CONCRETE STEP		EACH	\$ 952.00	6	\$ 5,712.00		\$ -		\$ -	6	\$ 5,712.00
37	2411.603	INSTALL RETAINING WALL		LIN FT	\$ 116.00	80	\$ 9,280.00		\$ -		\$ -	80	\$ 9,280.00
38	2411.618	PREFABRICATED MODULAR BLOCK WALL		SQ FT	\$ 85.50	3700	\$ 316,350.00		\$ -		\$ -	3700	\$ 316,350.00
39	2451.507	STRUCTURE EXCAVATION CLASS U	(P)	CU YD	\$ 32.60	700	\$ 22,820.00		\$ -		\$ -	700	\$ 22,820.00
40	2451.607	STRUCTURAL BACKFILL	(P)	CU YD	\$ 39.70	165	\$ 6,550.50		\$ -		\$ -	165	\$ 6,550.50
41	2475.503	ORNAMENTAL METAL RAILING DESIGN T-5 PC		LIN FT	\$ 213.00	600	\$ 127,800.00		\$ -		\$ -	600	\$ 127,800.00
42	2501.502	12" RC PIPE APRON		EACH	\$ 1,430.00		\$ -	1	\$ 1,430.00		\$ -	1	\$ 1,430.00
43	2501.502	15" RC PIPE APRON		EACH	\$ 1,500.00		\$ -	2	\$ 3,000.00		\$ -	2	\$ 3,000.00
44	2501.502	18" RC PIPE APRON		EACH	\$ 1,590.00		\$ -	4	\$ 6,360.00		\$ -	4	\$ 6,360.00
45	2501.502	24" RC PIPE APRON		EACH	\$ 1,800.00		\$ -	3	\$ 5,400.00	3	\$ 5,400.00	6	\$ 10,800.00
46	2501.503	18" RC PIPE CULVERT DES 3006 CLASS V		LIN FT	\$ 117.00		\$ -	112	\$ 13,104.00		\$ -	112	\$ 13,104.00
47	2501.602	TRASH GUARD FOR 24" PIPE APRON		EACH	\$ 1,610.00		\$ -	3	\$ 4,830.00	3	\$ 4,830.00	6	\$ 9,660.00
48	2503.503	12" RC PIPE SEWER DES 3006 CLASS V		LIN FT	\$ 91.40		\$ -	344	\$ 31,441.60	58	\$ 5,301.20	402	\$ 36,742.80
49	2503.503	15" RC PIPE SEWER DES 3006 CLASS V		LIN FT	\$ 99.30		\$ -	527	\$ 52,331.10		\$ -	527	\$ 52,331.10
50	2503.503	18" RC PIPE SEWER DES 3006 CLASS V		LIN FT	\$ 105.00		\$ -	23	\$ 2,415.00		\$ -	23	\$ 2,415.00

EXHIBIT A
for PW 58-15-23, CSAH 73, C.P. 4107320

ITEM NO.	MNDOT ITEM NO.	ITEM DESCRIPTION	NOTE	UNIT	AS BID UNIT PRICE	PARTICIPATING SP 142-090-004 (CSAH 73)				NON PARTICIPATING HENNEPIN COUNTY		PROJECT TOTAL	
						STREET		STORM SEWER		STORM SEWER			
						QUANTITY	EST COST	QUANTITY	EST COST	QUANTITY	EST COST	QUANTITY	COST
51	2503.503	24" RC PIPE SEWER DES 3006 CLASS III		LIN FT	\$ 133.00		\$ -	135	\$ 17,955.00	157	\$ 20,881.00	292	\$ 38,836.00
52	2503.602	CONNECT TO EXISTING STORM SEWER		EACH	\$ 1,420.00		\$ -	7	\$ 9,940.00	1	\$ 1,420.00	8	\$ 11,360.00
53	2503.603	15" PIPE SEWER		LIN FT	\$ 90.40		\$ -	1178	\$ 106,491.20		\$ -	1178	\$ 106,491.20
54	2503.603	18" PIPE SEWER		LIN FT	\$ 101.00		\$ -	263	\$ 26,563.00		\$ -	263	\$ 26,563.00
55	2503.603	36" STEEL CASING PIPE		LIN FT	\$ 347.00		\$ -	10	\$ 3,470.00		\$ -	10	\$ 3,470.00
56	2504.503	6" WATERMAIN DUCTILE IRON CL. 52		LIN FT	\$ 114.00	50	\$ 5,700.00		\$ -		\$ -	50	\$ 5,700.00
57	2504.503	12" WATERMAIN DUCTIL IRON CL. 52		LIN FT	\$ 288.00	40	\$ 11,520.00		\$ -		\$ -	40	\$ 11,520.00
58	2504.602	CONNNECT TO EXISTING WATERMAIN		EACH	\$ 2,370.00	3	\$ 7,110.00		\$ -		\$ -	3	\$ 7,110.00
59	2504.602	HYDRANT		EACH	\$ 9,710.00	2	\$ 19,420.00		\$ -		\$ -	2	\$ 19,420.00
60	2504.602	6" GATE VALVE & BOX		EACH	\$ 3,490.00	2	\$ 6,980.00		\$ -		\$ -	2	\$ 6,980.00
61	2504.602	12" GATE VALVE & BOX		EACH	\$ 8,590.00	1	\$ 8,590.00		\$ -		\$ -	1	\$ 8,590.00
62	2504.602	ADJUST GATE VALVE & BOX		EACH	\$ 586.00	8	\$ 4,688.00		\$ -		\$ -	8	\$ 4,688.00
63	2504.602	ADJUST CURB STOP		EACH	\$ 32.20	10	\$ 322.00		\$ -		\$ -	10	\$ 322.00
64	2504.608	DUCTILE IRON FITTINGS		LBS	\$ 0.01	660	\$ 6.60		\$ -		\$ -	660	\$ 6.60
65	2506.502	CASTING ASSEMBLY		EACH	\$ 1,080.00		\$ -	48	\$ 51,840.00	4	\$ 4,320.00	52	\$ 56,160.00
66	2506.502	ADJUST FRAME AND RING CASTING		EACH	\$ 1,150.00		\$ -	4	\$ 4,600.00		\$ -	4	\$ 4,600.00
67	2506.503	CONST DRAINAGE STRUCTURE DESIGN H		LIN FT	\$ 688.00		\$ -	19	\$ 13,072.00		\$ -	19	\$ 13,072.00
68	2506.503	CONST DRAINAGE STRUCTURE DESIGN N		LIN FT	\$ 626.00		\$ -	39	\$ 24,414.00		\$ -	39	\$ 24,414.00
69	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48		LIN FT	\$ 1,130.00		\$ -	16	\$ 18,080.00		\$ -	16	\$ 18,080.00
70	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020		LIN FT	\$ 712.00		\$ -	135	\$ 96,120.00	20	\$ 14,240.00	155	\$ 110,360.00
71	2506.602	ADJUST FRAME & RING CASTING (SPECIAL)		EACH	\$ 1,150.00	13	\$ 14,950.00		\$ -		\$ -	13	\$ 14,950.00
72	2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE		EACH	\$ 2,310.00		\$ -	1	\$ 2,310.00	1	\$ 2,310.00	2	\$ 4,620.00
73	2511.504	GEOTEXTILE FILTER TYPE 4		SQ YD	\$ 5.25		\$ -	27	\$ 141.75	67	\$ 351.75	94	\$ 493.50
74	2511.504	GEOTEXTILE FILTER TYPE 7		SQ YD	\$ 3.65		\$ -	37	\$ 135.05		\$ -	37	\$ 135.05
75	2511.507	RANDOM RIPRAP CLASS III		CU YD	\$ 142.00		\$ -	8	\$ 1,136.00	18	\$ 2,556.00	26	\$ 3,692.00
76	2511.507	RANDOM RIPRAP CLASS IV		CU YD	\$ 142.00		\$ -	12	\$ 1,704.00		\$ -	12	\$ 1,704.00
77	2511.602	PLACE BOULDER		EACH	\$ 92.60	50	\$ 4,630.00		\$ -		\$ -	50	\$ 4,630.00
78	2521.518	3" BITUMINOUS WALK	(6)	SQ FT	\$ 3.55	45000	\$ 159,750.00		\$ -		\$ -	45000	\$ 159,750.00
79	2521.518	6" CONCRETE WALK	(6)	SQ FT	\$ 20.30	11100	\$ 225,330.00		\$ -		\$ -	11100	\$ 225,330.00
80	2531.503	CONCRETE CURB & GUTTER DESIGN B624		LIN FT	\$ 25.90	5600	\$ 145,040.00		\$ -		\$ -	5600	\$ 145,040.00
81	2531.503	CONCRETE CURB & GUTTER DESIGN B618		LIN FT	\$ 23.40	1220	\$ 28,548.00		\$ -		\$ -	1220	\$ 28,548.00
82	2531.503	CONCRETE CURB & GUTTER DESIGN B612		LIN FT	\$ 38.70	100	\$ 3,870.00		\$ -		\$ -	100	\$ 3,870.00
83	2531.504	6" CONCRETE DRIVEWAY PAVEMENT		SQ YD	\$ 83.60	500	\$ 41,800.00		\$ -		\$ -	500	\$ 41,800.00
84	2531.504	8" CONCRETE DRIVEWAY PAVEMENT		SQ YD	\$ 110.00	175	\$ 19,250.00		\$ -		\$ -	175	\$ 19,250.00
85	2531.603	CONCRETE CURB DESIGN V		LIN FT	\$ 33.40	250	\$ 8,350.00		\$ -		\$ -	250	\$ 8,350.00
86	2531.618	TRUNCATED DOMES		SQ FT	\$ 45.80	520	\$ 23,816.00		\$ -		\$ -	520	\$ 23,816.00
87	2540.602	MAIL BOX		EACH	\$ 209.00	16	\$ 3,344.00		\$ -		\$ -	16	\$ 3,344.00

EXHIBIT A
for PW 58-15-23, CSAH 73, C.P. 4107320

ITEM NO.	MNDOT ITEM NO.	ITEM DESCRIPTION	NOTE	UNIT	AS BID UNIT PRICE	PARTICIPATING SP 142-090-004 (CSAH 73)				NON PARTICIPATING HENNEPIN COUNTY		PROJECT TOTAL	
						STREET		STORM SEWER		STORM SEWER			
						QUANTITY	EST COST	QUANTITY	EST COST	QUANTITY	EST COST	QUANTITY	COST
88	2554.502	GUIDE POST TYPE B		EACH	\$ 67.90		\$ -	2	\$ 135.80	3	\$ 203.70	5	\$ 339.50
89	2554.603	INSTALL GUARDRAIL	(2)	LIN FT	\$ 105.00		\$ -		\$ -	30	\$ 3,150.00	30	\$ 3,150.00
90	2557.603	WOODEN FENCE		LIN FT	\$ 251.00	60	\$ 15,060.00		\$ -		\$ -	60	\$ 15,060.00
91	2563.601	TRAFFIC CONTROL SUPERVISOR		LUMP SUM	\$ 2,090.00	0.79	\$ 1,651.10	0.19	\$ 397.10	0.02	\$ 41.80	1	\$ 2,090.00
92	2563.601	TRAFFIC CONTROL		LUMP SUM	\$ 21,900.00	0.79	\$ 17,301.00	0.19	\$ 4,161.00	0.02	\$ 438.00	1	\$ 21,900.00
93	2563.613	PORTABLE CHANGEABLE MESSAGE SIGN		UNIT DAY	\$ 52.30	100	\$ 5,230.00		\$ -		\$ -	100	\$ 5,230.00
94	2564.502	INSTALL SIGN PANEL		EACH	\$ 314.00	50	\$ 15,700.00		\$ -		\$ -	50	\$ 15,700.00
95	2564.618	SIGN		SQ FT	\$ 134.00	49.25	\$ 6,599.50		\$ -		\$ -	49.25	\$ 6,599.50
96	2572.503	CLEAN ROOT CUTTING		LIN FT	\$ 7.30	300	\$ 2,190.00		\$ -		\$ -	300	\$ 2,190.00
97	2573.501	STABILIZED CONSTRUCTION EXIT		LUMP SUM	\$ 2,950.00	0.79	\$ 2,330.50	0.19	\$ 560.50	0.02	\$ 59.00	1	\$ 2,950.00
98	2573.501	EROSION CONTROL SUPERVISOR		LUMP SUM	\$ 6,310.00	0.79	\$ 4,984.90	0.19	\$ 1,198.90	0.02	\$ 126.20	1	\$ 6,310.00
99	2573.502	STORM DRAIN INLET PROTECTION		EACH	\$ 207.00	50	\$ 10,350.00		\$ -		\$ -	50	\$ 10,350.00
100	2573.502	CULVERT END CONTROLS		EACH	\$ 313.00	4	\$ 1,252.00		\$ -		\$ -	4	\$ 1,252.00
101	2573.503	SILT FENCE, TYPE MS		LIN FT	\$ 2.35	2865	\$ 6,732.75		\$ -		\$ -	2865	\$ 6,732.75
102	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER		LIN FT	\$ 7.25	110	\$ 797.50		\$ -		\$ -	110	\$ 797.50
103	2574.505	SUBSOILING		ACRE	\$ 679.00	3	\$ 2,037.00		\$ -		\$ -	3	\$ 2,037.00
104	2574.505	SOIL BED PREPARATION		ACRE	\$ 720.00	3	\$ 2,160.00		\$ -		\$ -	3	\$ 2,160.00
105	2574.507	BOULEVARD TOPSOIL BORROW	(CV), (5)	CU YD	\$ 57.80	1500	\$ 86,700.00		\$ -		\$ -	1500	\$ 86,700.00
106	2574.508	FERTILIZER TYPE 3		POUND	\$ 1.05	500	\$ 525.00		\$ -		\$ -	500	\$ 525.00
107	2574.508	FERTILIZER TYPE 4		POUND	\$ 3.45	50	\$ 172.50		\$ -		\$ -	50	\$ 172.50
108	2575.504	ROLLED EROSION PREVENTION CATEGORY 35		SQ YD	\$ 2.95	1985	\$ 5,855.75		\$ -		\$ -	1985	\$ 5,855.75
109	2575.504	SODDING TYPE LAWN		SQ YD	\$ 9.55	1920	\$ 18,336.00		\$ -		\$ -	1920	\$ 18,336.00
110	2575.505	SEEDING		ACRE	\$ 720.00	3	\$ 2,160.00		\$ -		\$ -	3	\$ 2,160.00
111	2575.505	WEED SPRAYING		ACRE	\$ 2,750.00	1	\$ 2,750.00		\$ -		\$ -	1	\$ 2,750.00
112	2575.506	WEED SPRAY MIXTURE		GAL	\$ 240.00	1	\$ 240.00		\$ -		\$ -	1	\$ 240.00
113	2575.508	SEED MIX (25-131)		POUND	\$ 5.30	288	\$ 1,526.40		\$ -		\$ -	288	\$ 1,526.40
114	2575.508	SEED MIX (35-241)		POUND	\$ 23.10	26	\$ 600.60		\$ -		\$ -	26	\$ 600.60
115	2575.508	HYDRAULIC STABILIZED FIBER MATRIX		POUND	\$ 1.15	4865	\$ 5,594.75		\$ -		\$ -	4865	\$ 5,594.75
116	2575.523	RAPID STABILIZATION METHOD 3		MGAL	\$ 666.00	37	\$ 24,642.00		\$ -		\$ -	37	\$ 24,642.00
117	2575.523	WATER	(1)	MGAL	\$ 22.70	5000	\$ 113,500.00		\$ -		\$ -	5000	\$ 113,500.00
118	2582.503	4" SOLID LINE MULTI COMP		LIN FT	\$ 0.63	400	\$ 252.00		\$ -		\$ -	400	\$ 252.00
119	2582.503	6" SOLID LINE MULTI COMP		LIN FT	\$ 0.73	9750	\$ 7,117.50		\$ -		\$ -	9750	\$ 7,117.50
120	2582.503	24" SOLID LINE MULTI COMP		LIN FT	\$ 15.20	475	\$ 7,220.00		\$ -		\$ -	475	\$ 7,220.00
121	2582.503	4" BROKEN LINE MULTI COMP		LIN FT	\$ 0.63	475	\$ 299.25		\$ -		\$ -	475	\$ 299.25
122	2582.503	4" DOTTED LINE MULTI COMP		LIN FT	\$ 0.63	550	\$ 346.50		\$ -		\$ -	550	\$ 346.50
123	2582.503	4" DOUBLE SOLID LINE MULTI COMP		LIN FT	\$ 1.25	6600	\$ 8,250.00		\$ -		\$ -	6600	\$ 8,250.00
124	2582.518	PAVT MSSG MULTI COMP		SQ FT	\$ 62.70	25	\$ 1,567.50		\$ -		\$ -	25	\$ 1,567.50
ESTIMATED CONSTRUCTION COST							\$ 2,859,578.90		\$ 547,164.00		\$ 96,564.65		\$ 3,503,307.55

NOTES:

- (1) 3,700 MGAL TO BE USED ON FLOOD MITIGATION TURF ESTABLISHMENT. 1200 MGAL FOR USE SITEWIDE AT THE ENGINEER'S DISCRETION. ALL WATERING FOR TURF ESTABLISHMENT INCLUDED IN EACH BID ITEM AND AS SPECIFIED.
- (2) SALVAGE & INSTALL GUARDRAIL INCLUDES SALVAGING & INSTALLING POSTS
- (3) TO BE USED FOR EXPLORATORY EXCAVATION AT THE ENGINEER'S DISCRETION.
- (4) QUANTITY MAY VARY. TO BE USED FOR EXCAVATION AND BACKFILL MATERIAL FOR SUBGRADE EXCAVATION DUE TO POOR SOILS
- (5) CONTRACTOR TO SALVAGE AND REUSE ONSITE TOPSOIL MATERIALS. QUANTITY PROVIDED AS A CONTINGENCY ITEM. NOTIFY ENGINEER IF ADDITIONAL TOPSOIL REQUIRED
- (6) AGGREGATE BASE INCLUDED IN WALK, TRAIL, AND APPLICABLE BID ITEMS. AGGREGATE BASE BID ITEM TO BE USED FOR ROADWAY CONSTRUCTION
- (7) INCLUDES REMOVAL OF BITUMINOUS AND CONCRETE CURBING
- (P) PLAN QUANTITY
- (EV) EXCAVATED VOLUME
- (CV) COMPACTED VOLUME
- (LV) LOOSE VOLUME

As-Bid Construction Costs	\$ 96,564.65
Design at 12%	\$ 11,587.76
Construction Administration at 10%	\$ 9,656.47
Total	\$ 117,808.87

EXHIBIT B Project Layout

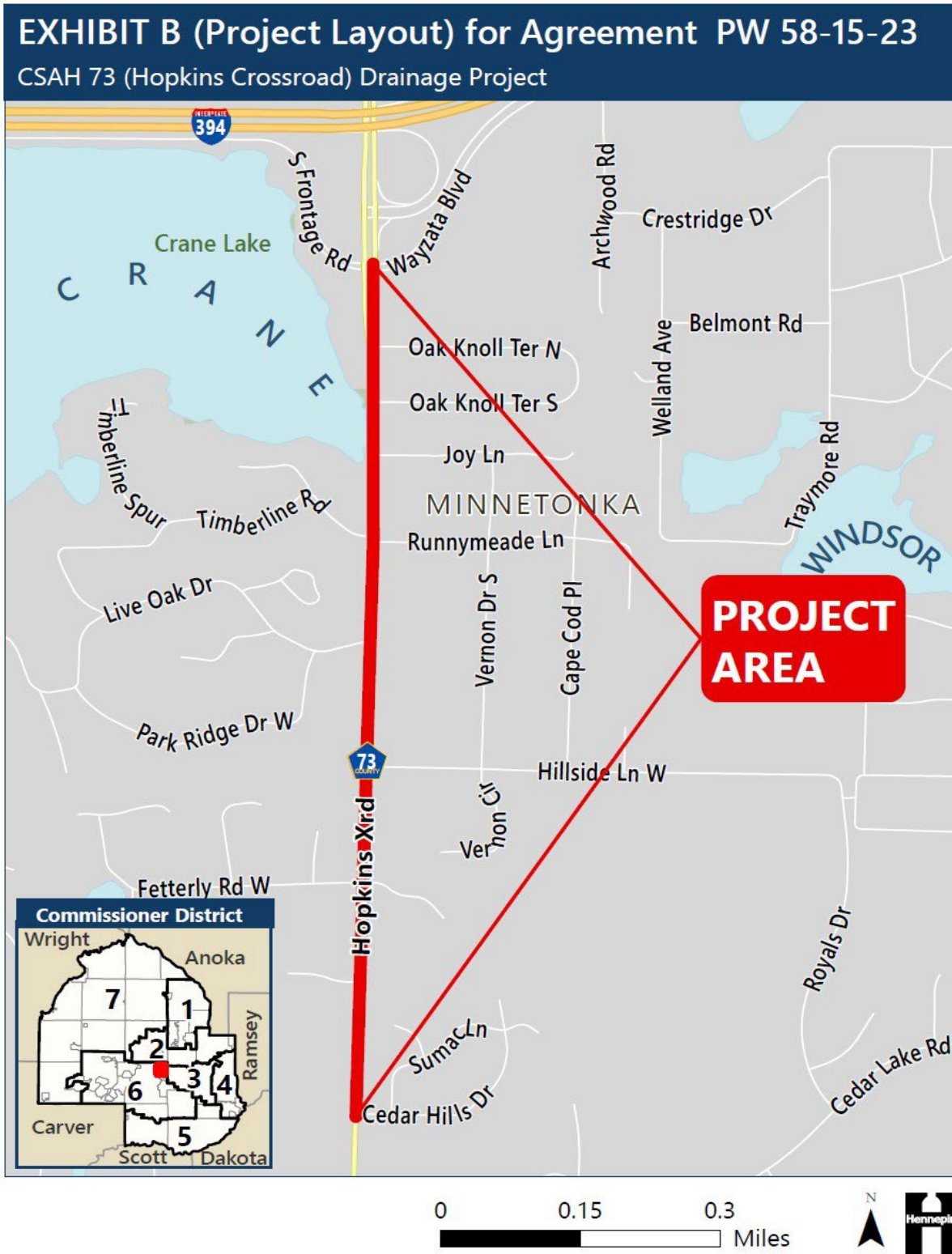
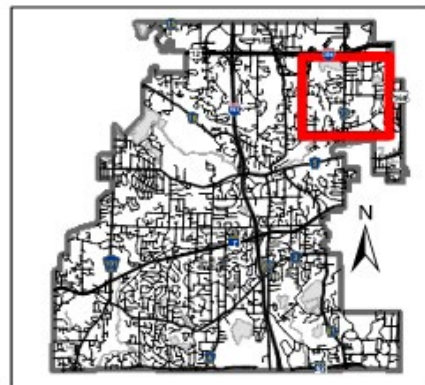


EXHIBIT C Drainage Ownership and Maintenance Responsibilities



Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance

- ▶ Existing Storm Sewer-City Owned/Maintained
- ▶ Existing Storm Sewer-County Owned/Maintained
- ▶ New Storm Sewer-City Owned/City Maintained
- ▶ New Storm Sewer-County Owned/County Maintained

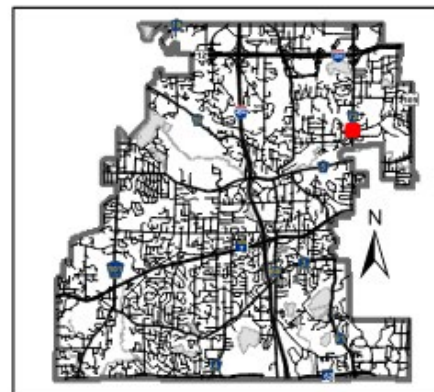


This map is for illustrative purposes only.



Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance

- ▶ Existing Storm Sewer-City Owned/Maintained
- ▶ Existing Storm Sewer-County Owned/Maintained
- ▶ New Storm Sewer-City Owned/City Maintained
- ▶ New Storm Sewer-County Owned/County Maintained

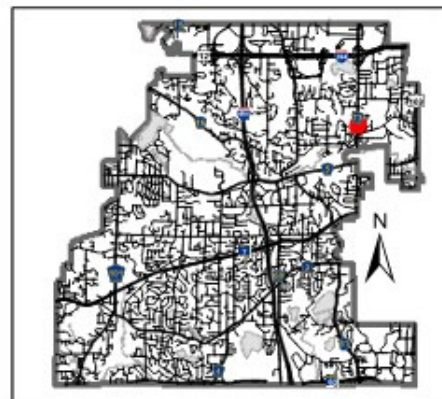


This map is for illustrative purposes only.



Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance

- ▶ Existing Storm Sewer-City Owned/Maintained
- ▶ Existing Storm Sewer-County Owned/Maintained
- ▶ New Storm Sewer-City Owned/City Maintained
- ▶ New Storm Sewer-County Owned/County Maintained

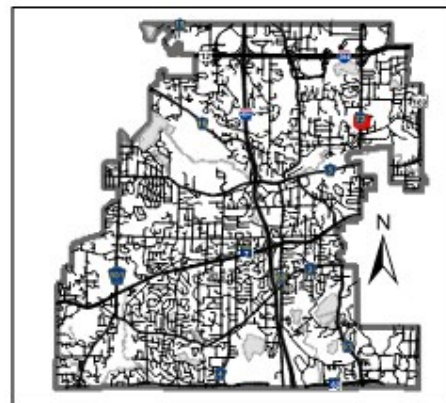


This map is for illustrative purposes only.

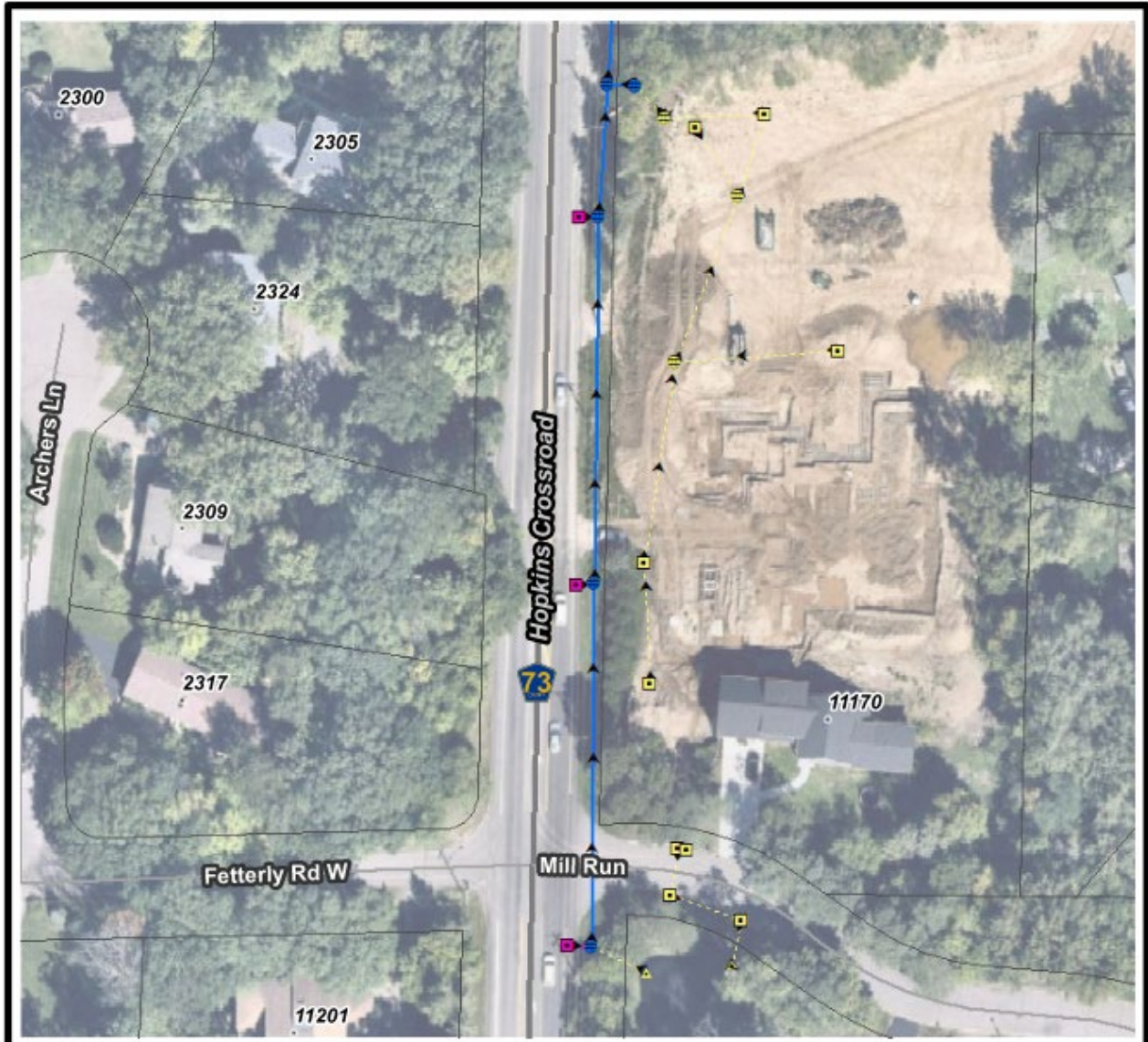


Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance

- ▶ Existing Storm Sewer-City Owned/Maintained
- ▶ Existing Storm Sewer-County Owned/Maintained
- ▶ New Storm Sewer-City Owned/City Maintained
- ▶ New Storm Sewer-County Owned/County Maintained

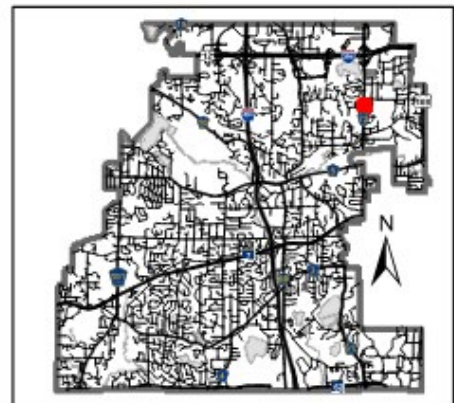


This map is for illustrative purposes only.



Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance

- Existing Storm Sewer-City Owned/Maintained
- Existing Storm Sewer-County Owned/Maintained
- New Storm Sewer-City Owned/City Maintained
- New Storm Sewer-County Owned/County Maintained

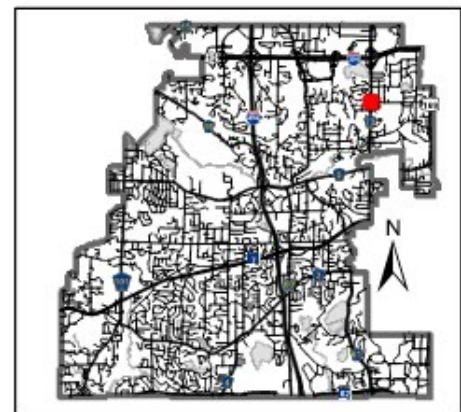


This map is for illustrative purposes only.



Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance

- Existing Storm Sewer-City Owned/Maintained
- Existing Storm Sewer-County Owned/Maintained
- New Storm Sewer-City Owned/City Maintained
- New Storm Sewer-County Owned/County Maintained

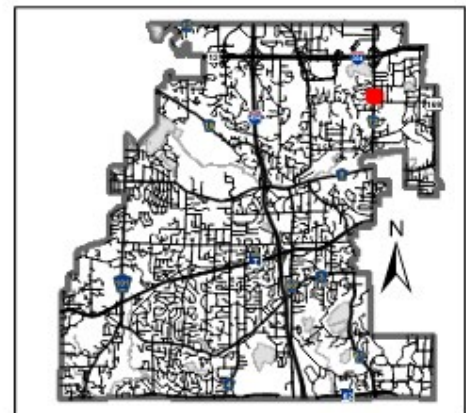


This map is for illustrative purposes only.

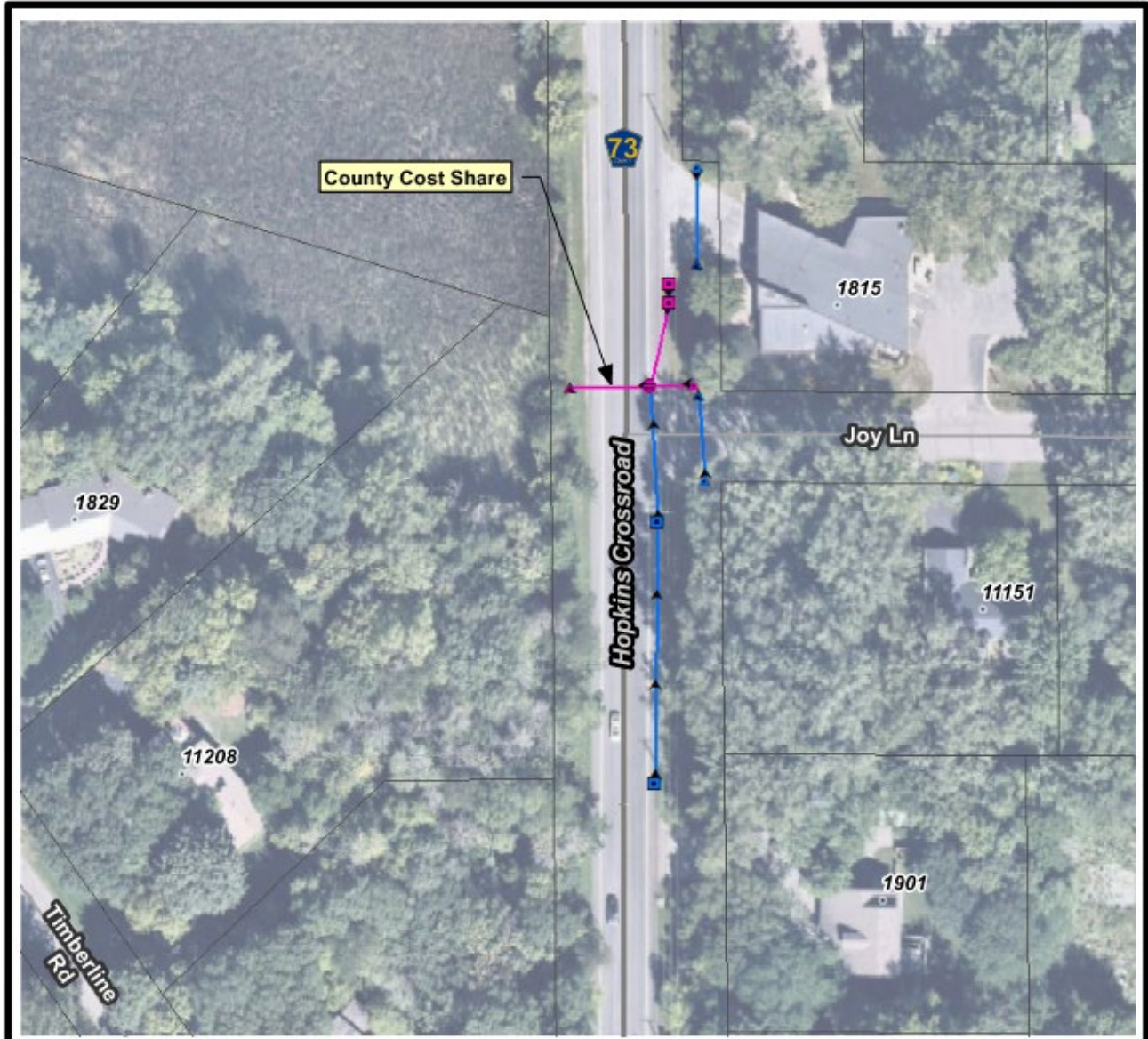


Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance

- Existing Storm Sewer-City Owned/Maintained
- Existing Storm Sewer-County Owned/Maintained
- New Storm Sewer-City Owned/City Maintained
- New Storm Sewer-County Owned/County Maintained

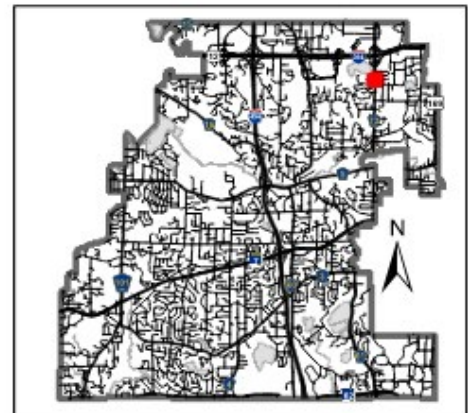


This map is for illustrative purposes only.



Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance

- ▶ Existing Storm Sewer-City Owned/Maintained
- ▶ Existing Storm Sewer-County Owned/Maintained
- ▶ New Storm Sewer-City Owned/City Maintained
- ▶ New Storm Sewer-County Owned/County Maintained

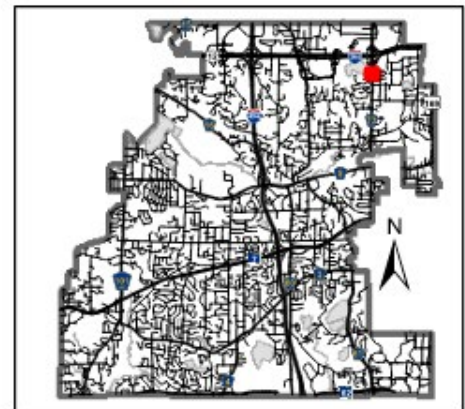


This map is for illustrative purposes only.



Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance

- Existing Storm Sewer-City Owned/Maintained
- Existing Storm Sewer-County Owned/Maintained
- New Storm Sewer-City Owned/City Maintained
- New Storm Sewer-County Owned/County Maintained



This map is for illustrative purposes only.

CONSTRUCTION COOPERATIVE AGREEMENT

This Agreement is made between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the “County”, and the **City of Minnetonka**, a Minnesota home-rule charter city under the laws of the State of Minnesota, hereinafter referred to as the “City”. The County and the City collectively are referred to as the “Parties”.

Recitals

The following Recitals are incorporated into this Agreement.

1. The City, in coordination with the County, desires to construct a multi-use trail, pedestrian ramps and refuges, retaining walls, and other improvements such as bituminous surfacing, grading, and drainage along County State Aid Highway (CSAH) 73 (Hopkins Crossroad) from Wayzata Boulevard to Cedar Lake Road (the “Corridor”) as part of the City’s Hopkins Crossroad Trail Project within the corporate limits of the City, as part of City Project No. 23206, and County Project (CP) 2201106, which shall hereinafter be referred to as the “Trail Project” or the “Project”. The Project is further illustrated in the attached Exhibit D (Project Plan Title Sheet).
2. The Parties have been collaborating to enter into a separate Hennepin County Agreement No. PW 14-15-23 for County cost participation in the City project to underground overhead utility lines along the proposed Trail Project (the “Utility Project”) and also to enter into a separate Hennepin County Agreement No. PW 58-15-23 to include the County’s culvert replacement project, County Project (CP) 4107320, into the City’s Trail Project, with the County reimbursing the City for the costs (the “Culvert Project”).
3. The Parties have agreed to enter into this Agreement to memorialize the partnership and to outline each party’s ownership and financial responsibilities, maintenance responsibilities, and associated costs for the Project.
4. The City shall be the lead agency in Project design, engineering, and construction administration, and shall be responsible for acquiring all governmental agency-required permits needed for the Project.
5. The City Engineer has prepared an Engineer’s Estimate of quantities and unit prices for the above described Project, and a copy of the Engineer’s Estimate and an estimated Division of Cost Summary, marked Exhibit A, is attached hereto.
6. The County has indicated its willingness to cost participate in the Project as detailed herein.

7. The Project will be carried out by the Parties under the provisions of Minnesota Statutes, Section 162.17, Subdivision 1, and Section 471.59.

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. Term of Agreement, Survival of Terms, and Exhibits.

- 1.1. Effective Date.** This Agreement is effective as of the date of the final signature.
- 1.2. Expiration Date.** This Agreement will expire after the date in which all obligations have been satisfactorily fulfilled.
- 1.3. Survival of Terms.** Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: Maintenance Responsibilities, Records/Audits, Indemnification, Insurance, Worker Compensation Claims, Cancellation, Termination, and Minnesota Laws Govern.
- 1.4. Exhibits.** All exhibits are attached and incorporated into this Agreement.
 - 1.4.1 Exhibit A (Engineer's Estimate and Division of Cost Summary)**
 - 1.4.2 Exhibit B (MnDOT ADA Compliance Checklist (Curb Ramp) form)**
 - 1.4.3 Exhibit C (Drainage Ownership and Maintenance Responsibilities)**
 - 1.4.4 Exhibit D (Project Plan Title Sheet)**
 - 1.4.5 Exhibit E (Retaining Wall Ownership and Maintenance Responsibilities)**

2. Project Construction.

- 2.1. Contract Award and Administration.** The City or its agents shall prepare the necessary Project plans, specifications, and proposal; advertise for bids for the work and construction; receive and open bids pursuant to the advertisement; enter into a contract with the successful bidder at the unit prices specified in the bid of such bidder; administer the contract; and perform the required engineering and inspection all in accordance with the plans and specifications set forth below. In the event that the City does not award the Project due to higher than expected bid or due to lack of funding or a force majeure event, the City will consult with the County on the possibility of rebidding or cancelling the Project completely. The City shall have the final decision on awarding or rejecting bids. If the bids are rejected, either party may terminate this Agreement, or the Parties may agree to rebid the Project.

2.2. Plans and Specifications. The City or its agent shall prepare the plans and specifications, and be responsible for meeting all certifications and requirements needed for complete construction of Project.

2.2.1 Design Work. All design work performed by the City and its agents for the Project shall be prepared and certified by a Professional Engineer licensed in the State of Minnesota. All designs which affect County facilities shall conform to the Minnesota Department of Transportation (MnDOT) Design Standards applicable to County State Aid Highways and to the requirements of the Americans with Disabilities Act (ADA) standards, and be approved by the County Engineer prior to construction. Attached as Exhibit B is a copy of the MnDOT ADA Compliance Checklist (Curb Ramp) form. The City or its agents shall complete the forms for each curb ramp constructed as part of the Project and submit the forms by using the County’s “Asset Management” site, which requires registration to access. The City understands and agrees that the payment as stated in Subsection 4.5 will be withheld until all required ADA curb ramp certification forms have been received and verified by the County. Directions for obtaining access to the Asset Management site can be found at the following link, under the “ADA checklists for construction within county right-of-way” bar:
(<https://www.hennepin.us/residents/transportation/ada-transition-plan>).

2.2.2 Plan Numbers (S.A.P#/ S.P.#). The Project plans and specifications are referenced and identified as Minnetonka S.P. 142-090-004, and shall be approved by MnDOT before Project construction.

2.2.3 Request for Copies of Plans. At the request of the County, the City or its agents shall furnish the County with any working copies of any plans, designs or reports at any time during the Project design process. Upon completion of the Project, the City or its agents shall furnish the County with a complete set of as-built plans certified as to their accuracy by the City Engineer and shall be submitted to Public Works Transportation Project Delivery Design and Operations Asset Management Divisions.

2.2.4 Plan Review and Approval. The City shall furnish the County Public Works Transportation Project Delivery Design Division with Project plans and specifications for review and approval as follows: electronic submittals at 60%, 90%, and 100%; comment response letter with 90% and 100% package; electronic copy of plans at 100% for County permit approval.

2.3. Construction Supervision and Inspection. The City or its agents will administer the construction contract, perform all necessary engineering, inspection, and testing of all the Project work. All work for the Project shall be completed in compliance with the County approved plans and specifications. The County Engineer or a designated representative shall have the right, as the work progresses, to enter upon the job site to make any inspections deemed necessary and shall cooperate with the City Engineer and staff at their request to the extent necessary, but will have no responsibility for the

supervision of the work.

2.4. Plan Changes and Additional Construction.

2.4.1 Plan Changes. The County agrees that the City may make changes in the plans or in the character of the Project construction that are reasonably necessary to cause the construction to be in all things performed and completed in a satisfactory manner, subject to the County's rights under Subsection 2.4.2 and the limitations and restrictions on County cost participation provided in Section 3.

2.4.2 Review Proposed Changes. The County shall have the right to review any proposed changes to the plans and specifications as they relate to the County's cost participation prior to the work being performed, except in emergencies, and in those instances where the proposed changes necessitate a re-engineering of the design and/or specifications, the City shall submit the re-engineered design and/or specifications to the County. The County Engineer or designated representative shall respond to the City's request for approval to authorize the issuance of any negotiated change orders or supplemental agreements prepared by the City that affect the County's share of the construction cost within a reasonable time frame, subject to the limitations and restrictions on County cost participation provided in Section 3.

2.5. Right of Way/Permit

2.5.1 Right of Way Acquisition. The City or its agents shall acquire all additional right of way, permits and/or easements required for the construction of the Project. Additionally, upon completion of the Project, the City agrees to convey to the County all permanent right of way and easement acquired for the County highway included in this Project, at no cost to the County; provided, that the City shall not convey any easements acquired solely for the purpose of constructing, maintaining and operating the trail for the Trail Project.

2.5.2 Access Rights and Permits. To the extent permitted by law, the County shall transfer, convey, permit, or otherwise allow the use of, property rights controlled or maintained by the County, including but not limited to easements or access rights, that may be required by the City for the Project. The Parties understand that any such access rights must be necessary for completion of the Project and shall be subject to applicable County Board or County staff approval requirements; these access rights will be granted at no cost to the City. Any and all County permits required for the Project shall be granted by the County at no cost or expense to the City or its contractors. The City shall also obtain, and comply with, any and all permits and approvals required from other governmental or regulatory agencies to accomplish the Project.

2.5.3 Right of Way Costs. There is no associated right of way cost due from the County.

- 2.6. Retaining Walls.** The Project will construct five retaining walls along the Corridor as called out in the construction plans (the “Retaining Walls”). Walls E, F, G, and H located along CSAH 73, and wall I located on Hillside Lane. The Parties will maintain the Retaining Walls as provided in Subsections 5.7 and 6.4., and the attached Exhibit E.
- 2.7. Detours.** The Project may require limited detouring of traffic onto the City’s streets. The Parties agree that there will be no compensation to the City for detours onto its streets required to construct the Project.
- 3. Cost Participation.** The County will participate in the construction costs for the Project as provided herein.
- 3.1. County’s Total Cost Participation.** The County’s cost participation in the Project shall be a total Not to Exceed (NTE) amount of \$500,000 (“County Cost Participation”). The Parties understand and agree that the County Cost Participation provided herein is for: (1) Project construction cost which shall be calculated based on only those portions of construction costs identified in Exhibit A in Participating columns under S.P. 142-090-004 (CSAH 73) as the County’s shares; (2) for Project design engineering cost (12% of County’s share of the construction cost; and (3) for Project construction engineering cost (10% of County’s share of the construction cost ; and shall be capped at the NTE amount of \$500,000.
- 4. Payment.**
- 4.1. Amount Due.** The County, subject to the provisions stipulated in this Agreement, agrees to pay the County Cost Participation as described herein.
- 4.2. When to Invoice.** Upon completion of the Project, the City shall notify the County and submit an invoice for one hundred percent (100%) of the County Cost Participation for the Project under this Agreement.
- 4.3. What to Include in the Invoice.** The invoice shall include: date of invoice, invoice number, name of the County construction project manager (Mr. Tony Schrempp, P.E.), project name, County project number (CP 2201106), contract number, and purchase order number. For the final invoice, the City shall provide the County with the Final Distribution of Costs document prior to requesting payment.
- 4.4. Where to Send Invoice.** Invoices and supporting documentation should be sent by email to obf.internet@hennepin.us or by mail to: Hennepin County Accounts Payable, P.O. Box 1388, Minneapolis, MN 55440-1388. An electronic copy of all invoices and project documentation should also be submitted to transp.invoices@hennepin.us
- 4.5. Approval and Payment.** Upon approval and acceptance of the completed Project as well as all MnDOT ADA Compliance Checklist forms by the County Engineer or designated representative, and within forty-five (45) days of receipt of the invoice, the County shall reimburse the City for its share of the costs for the Project under this Agreement.

- 5. The City's Maintenance Responsibilities.** Upon completion of the Project, the City shall provide the following year-round maintenance services required thereafter at no cost to the County. Despite the foregoing, the Parties understand and agree that ownership and maintenance of the improvements constructed/revised as part of the Utility Project and the Culvert Project shall be managed per Hennepin County Agreement No. PW 14-15-23 and Hennepin County Agreement No. PW 58-15-23 respectively.
- 5.1. Roadways.** Maintenance of segments of City roadways intersecting CSAH 73 along the Corridor constructed/reconstructed or revised under the Project. Maintenance includes, but is not limited to sweeping, debris removal, resurfacing and seal coating, and any other maintenance activities according to accepted City maintenance practices.
- 5.2. Sidewalks/Pedestrian Ramps.** The City shall own and maintain sidewalks and pedestrian ramps constructed/revised as part of the Project. Maintenance includes, but is not limited to, winter maintenance, debris removal, patching, crack repair, and any other maintenance activities as per accepted City maintenance practices.
- 5.3. Pedestrian Refuges.** The City shall maintain pedestrian refuges constructed/revised as part of the Project. Maintenance includes, but is not limited to, winter maintenance, debris removal, patching, crack repair, and any other maintenance activities as per accepted City maintenance practices.
- 5.4. Multi-use Trail/Bicycle Facility.** The City shall own and maintain the newly constructed multi-use trail/bicycle facilities constructed as part of the Project. Maintenance includes, but is not limited to, the buffer zones and vertical separation for the bikeway, trail surfacing, sweeping, winter maintenance, and any other maintenance activities according to City practices.
- 5.5. City Road Pavement Striping and Crosswalk Markings.** The City shall assume maintenance of all pavement striping on City roadways intersecting CSAH 73 along the Corridor constructed/reconstructed or revised under the Project and shall maintain crosswalk markings for roadway users installed as a part of the Project.
- 5.6. City Road Storm Sewers.** The City shall own and maintain catch basins, manholes, and trunk lines serving areas beyond the County right of way constructed or reconstructed under the Project. Maintenance includes but is not limited to repairs to structures, casting, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewers ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.
- 5.7. Retaining Walls.** The City shall own the Retaining Walls constructed as part of the Project and maintain retaining walls G and I at no cost to the County. Maintenance includes, but is not limited to, routine maintenance, minor repairs, graffiti removal, maintenance of the attached railings, and any other activity required to maintain the walls in good working orders according to accepted City maintenance practices. The Parties understand and agree that the City is responsible for one hundred percent (100%) of maintenance costs for retaining walls G and I without any cost or expense to the County. Maintenance of walls E, F, and H belongs to the County as provided in

Subsection 6.4. Retaining Walls ownership and maintenance responsibilities are further provided in the attached Exhibit E.

- 5.8. Landscaping.** The City shall assume maintenance of all landscaping/streetscape installed as a part of the Project.
- 6. The County's Maintenance Responsibilities.** Upon completion of the Project, the County shall provide year-round maintenance at its sole cost as outlined below. Despite the foregoing, the Parties understand and agree that ownership and maintenance of the improvements constructed/revised as part of the Utility Project and the Culvert Project shall be managed per Hennepin County Agreement No. PW 14-15-23 and Hennepin County Agreement No. PW 58-15-23 respectively.
- 6.1. Roadways.** Maintenance of the segment of CSAH 73 reconstructed under the Project. Maintenance includes, but is not limited to, sweeping, debris removal, resurfacing and seal coating, and any other maintenance activities according to accepted County maintenance practices.
- 6.2. County Road Pavement Striping.** The County shall thereafter maintain and repair all pavement striping for CSAH 73 installed as a part of the Project.
- 6.3. Storm Sewers.** The County shall own and maintain culverts, catch basins and leads, manholes, trunk lines and all other components that serve only County right of way constructed or reconstructed under the Project at no cost to the City. Maintenance includes repairs to structures, casting, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewers ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.
- 6.4. Retaining Walls.** After Project completion, the County will maintain retaining walls E, F and H constructed as part of the Project as these walls are critical to County facility. Maintenance includes, but is not limited to routine maintenance, minor repairs, graffiti removal, maintenance of the attached railings, and any other activity required to maintain the walls in good working orders according to accepted County maintenance practices. Retaining Walls ownership and maintenance responsibilities are further provided in the attached Exhibit E. Notwithstanding the prior provision to the contrary, the Parties understand and agree that the County will invoice the City for fifty percent (50%) of maintenance costs incurred by the County to maintain retaining walls E, F and H, and the City will pay such invoices.
- 7. Authorized Representatives.** In order to coordinate the services of the County with the activities of the City and vice versa so as to accomplish the purposes of this Agreement, the Hennepin County and the City Engineers or their designated representatives shall manage this Agreement on behalf of the County and the City.

County of Hennepin:
Carla Stueve
County Highway Engineer
Hennepin County Public Works

1600 Prairie Drive, Medina, MN 55340
Office: 612-596-0356
Carla.Stueve@hennepin.us

City of Minnetonka:

Phil Olson, PE
City Engineer
14600 Minnetonka Blvd., Minnetonka, MN 55345
952-939-8239
polson@minnetonkamn.gov

8. Assignment, Amendments, Default, Waiver, Agreement Complete, Cancellation or Termination.

- 8.1. Assignment.** Neither party shall assign, subcontract, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the other party.
- 8.2. Amendments.** Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Parties hereto.
- 8.3. Default.** If the City fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. The County agrees to provide written notice to the City of any default and a reasonable opportunity to cure the default. If the default is material and is not timely cured by the City, the County may upon written notice immediately cancel this Agreement in its entirety.
- 8.4. Waiver.** The failure of either party to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- 8.5. Agreement Complete.** The entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- 8.6. Cancellation or Termination.** This Agreement may be terminated or cancelled by either party with or without cause upon thirty (30) day written notice. This Agreement shall be terminated or cancelled by either party upon a material breach by the other party. In the event of a termination or cancellation, the Parties will remain responsible for cost participation as provided in this Agreement for obligations incurred up through the effective date of the termination or cancellation, subject to any equitable adjustment that may be required to account for the effects of a breach.

8.7. Force Majeure. Neither party shall be responsible to the other party for a failure or delay to perform under this Agreement, if such failure or delay is due to a force majeure event, which is defined as 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.

9. Indemnification.

9.1. The City Indemnifies the County. The City agrees to defend, indemnify and hold harmless the County, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the City or the City's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the City to perform fully, in any respect, all obligations under this Agreement. The City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

9.2. The County Indemnifies the City. The County agrees to defend, indemnify and hold harmless the City, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the County or the County's consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the County to perform fully, in any respect, all obligations under this Agreement. The County's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

10. Insurance. The City agrees that any future contract let by the City for the performance of any of the work included hereunder shall include clauses that will: 1) Require the contractor to indemnify and hold the County, its commissioners, officers, agents and employees harmless from any liability, claim, demand, judgments, expenses, action or cause of action of any kind or character arising out of any act or omission of the contractor, its officers, employees, agents or subcontractors; 2) Require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the contractor to provide and maintain the following insurance so as to assure the performance of its indemnification and hold harmless obligation.

Limits

(1) Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000

Each Occurrence - Combined Bodily Injury
and Property Damage \$1,500,000

Hennepin County shall be named as an additional insured for the Commercial General Liability coverage with respect to operations covered under this Agreement.

(2) Automobile Liability:

Combined Single limit each occurrence coverage or the equivalent covering owned, non-owned, and hired automobiles: \$1,500,000

(3) Workers' Compensation and employer's Liability:

Workers' Compensation: Statutory
If the contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

Employer's Liability. Bodily injury by:
Accident – Each Accident \$500,000
Disease – Policy Limit \$500,000
Disease - Each Employee \$500,000

(4) Professional Liability – Per Claim and Aggregate: \$2,000,000

The above listed Professional Liability insurance will not be required in any construction contract let by the City if the City's contractors are not required to perform design engineering as part of the construction contract.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits.

The above subparagraphs establish minimum insurance requirements. It is the sole responsibility of the City's contractors to determine the need for and to procure additional insurance which may be needed in connection with the Project.

All insurance policies shall be open to inspection by the County and copies of policies shall be submitted to the County upon written request.

11. Worker Compensation Claims.

11.1. City's Employees. Any and all employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the County, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees

while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County.

- 11.2. County's Employees.** Any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the City.
- 12. Records/Audits.** Each party agrees that the other party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent to the Project and the accounting practices and procedures of each party which involve transactions relating to this Agreement.
- 13. Nondiscrimination.** The provisions of Title VI of the Civil Rights Act of 1964, Minnesota Statute Section 181.59, and any other applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.
- 14. Counterparts/Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.
- 15. Minnesota Laws Govern.** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

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IN TESTIMONY WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers and agree to be bound by the provisions herein set forth.

CITY OF MINNETONKA

By: _____
Mayor

Date: _____

**REVIEWED BY THE
CITY ATTORNEY**

Corrine Heine, City Attorney

Date: _____

By: _____
City Manager

Date: _____

COUNTY OF HENNEPIN

ATTEST:

By: _____
Deputy/Clerk of the County Board
Date: _____

By: _____
Chair of its County Board
Date: _____

And: _____
County Administrator
Date: _____

**REVIEWED BY
THE COUNTY ATTORNEY'S OFFICE:**

By: _____
Assistant County Attorney
Date: _____

And: _____
Assistant County Administrator, Public Works
Date: _____

RECOMMENDED FOR APPROVAL

REVIEWED:

By: _____
Sheri Selton
Date: _____

By: _____
County Highway Engineer

Date: _____

RECOMMENDED FOR APPROVAL

By: _____
Department Director, Transportation
Operations
Date: _____

EXHIBIT A
Engineer's Estimate and Division of Cost Summary

(This space left intentionally blank)

EXHIBIT A for PW 21-15-24, CSAH 73, C.P. 2201106

ENGINEER'S ESTIMATE

AS BID
CITY OF MINNETONKA
PROJECT NO. T19.119160

3/22/2024

ITEM NO.	MNDOT ITEM NO.	ITEM DESCRIPTION	NOTE	UNIT	AS BID UNIT PRICE	PARTICIPATING SP 142-090-004 (CSAH 73)				NON PARTICIPATING HENNEPIN COUNTY		PROJECT TOTAL	
						STREET		STORM SEWER		STORM SEWER			
						QUANTITY	EST COST	QUANTITY	EST COST	QUANTITY	EST COST	QUANTITY	COST
1	2021.501	MOBILIZATION		LUMP SUM	\$ 223,300.00	0.79	\$ 176,407.00	0.19	\$ 42,427.00	0.02	\$ 4,466.00	1.00	\$ 223,300.00
2	2101.502	GRUBBING		EACH	\$ 523.00	131	\$ 68,513.00		\$ -		\$ -	131	\$ 68,513.00
3	2101.505	GRUBBING		ACRE	\$ 41,800.00	0.64	\$ 26,752.00		\$ -		\$ -	0.64	\$ 26,752.00
4	2102.503	PAVEMENT MARKING REMOVAL		LIN FT	\$ 0.78	13000	\$ 10,140.00		\$ -		\$ -	13000	\$ 10,140.00
5	2102.518	PAVEMENT MARKING REMOVAL		SQ FT	\$ 2.60	500	\$ 1,300.00		\$ -		\$ -	500	\$ 1,300.00
6	2104.502	REMOVE DRAINAGE STRUCTURE		EACH	\$ 689.00	14	\$ 9,646.00		\$ -		\$ -	14	\$ 9,646.00
7	2104.502	REMOVE PIPE APRON		EACH	\$ 603.00	13	\$ 7,839.00		\$ -		\$ -	13	\$ 7,839.00
8	2104.502	REMOVE HYDRANT		EACH	\$ 1,900.00	1	\$ 1,900.00		\$ -		\$ -	1	\$ 1,900.00
9	2104.502	REMOVE CONCRETE STEP		EACH	\$ 599.00	6	\$ 3,594.00		\$ -		\$ -	6	\$ 3,594.00
10	2104.502	REMOVE MAIL BOX		EACH	\$ 105.00	15	\$ 1,575.00		\$ -		\$ -	15	\$ 1,575.00
11	2104.502	SALVAGE SIGN PANEL		EACH	\$ 41.80	50	\$ 2,090.00		\$ -		\$ -	50	\$ 2,090.00
12	2104.502	REMOVE SIGN		EACH	\$ 41.80	16	\$ 668.80		\$ -		\$ -	16	\$ 668.80
13	2104.502	SALVAGE BOULDER		EACH	\$ 92.60	50	\$ 4,630.00		\$ -		\$ -	50	\$ 4,630.00
14	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)		LIN FT	\$ 5.75	100	\$ 575.00		\$ -		\$ -	100	\$ 575.00
15	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)		LIN FT	\$ 2.00	7450	\$ 14,900.00		\$ -		\$ -	7450	\$ 14,900.00
16	2104.503	REMOVE CURB & GUTTER	(7)	LIN FT	\$ 3.15	3120	\$ 9,828.00		\$ -		\$ -	3120	\$ 9,828.00
17	2104.503	REMOVE SEWER PIPE (STORM)		LIN FT	\$ 25.10	1428	\$ 35,842.80		\$ -		\$ -	1428	\$ 35,842.80
18	2104.503	REMOVE WATERMAIN		LIN FT	\$ 47.60	75	\$ 3,570.00		\$ -		\$ -	75	\$ 3,570.00
19	2104.503	REMOVE RETAINING WALL		LIN FT	\$ 18.30	278	\$ 5,087.40		\$ -		\$ -	278	\$ 5,087.40
20	2104.503	REMOVE FENCE		LIN FT	\$ 26.10	150	\$ 3,915.00		\$ -		\$ -	150	\$ 3,915.00
21	2104.503	SALVAGE GUARDRAIL	(2)	LIN FT	\$ 105.00		\$ -		\$ -	30	\$ 3,150.00	30	\$ 3,150.00
22	2104.503	SALVAGE RETAINING WALL		LIN FT	\$ 34.80	80	\$ 2,784.00		\$ -		\$ -	80	\$ 2,784.00
23	2104.504	REMOVE BITUMINOUS PAVEMENT		SQ YD	\$ 3.30	8730	\$ 28,809.00		\$ -	270	\$ 891.00	9000	\$ 29,700.00
24	2104.504	REMOVE CONCRETE PAVEMENT		SQ YD	\$ 12.90	192	\$ 2,476.80		\$ -		\$ -	192	\$ 2,476.80
25	2104.518	REMOVE CONCRETE WALK		SQ FT	\$ 2.90	400	\$ 1,160.00		\$ -		\$ -	400	\$ 1,160.00
26	2106.507	EXCAVATION - COMMON	(P), (EV)	CU YD	\$ 27.90	7900	\$ 220,410.00		\$ -	70	\$ 1,953.00	7970	\$ 222,363.00
27	2106.507	EXCAVATION - SUBGRADE	(CV), (4)	CU YD	\$ 30.00	2000	\$ 60,000.00		\$ -		\$ -	2000	\$ 60,000.00
28	2106.507	EXCAVATION - CHANNEL AND POND	(P), (EV)	CU YD	\$ 32.40	2230	\$ 72,252.00		\$ -		\$ -	2230	\$ 72,252.00
29	2106.507	COMMON EMBANKMENT	(P), (CV)	CU YD	\$ 24.40	3600	\$ 87,840.00		\$ -		\$ -	3600	\$ 87,840.00
30	2106.507	GRANULAR EMBANKMENT	(CV), (4)	CU YD	\$ 44.90	2000	\$ 89,800.00		\$ -		\$ -	2000	\$ 89,800.00
31	2123.61	STREET SWEEPER (WITH PICKUP BROOM)		HOURL	\$ 178.00	40	\$ 7,120.00		\$ -	10	\$ 1,780.00	50	\$ 8,900.00
32	2123.61	1.5 CU YD BACKHOE	(3)	HOURL	\$ 197.00	50	\$ 9,850.00		\$ -		\$ -	50	\$ 9,850.00
33	2211.507	AGGREGATE BASE CLASS 5	(CV)	CU YD	\$ 69.00	1015	\$ 70,035.00		\$ -	90	\$ 6,210.00	1105	\$ 76,245.00
34	2360.509	TYPE SP 12.5 WEARING COURSE MIX (4,C)		TON	\$ 113.00	970	\$ 109,610.00		\$ -	60	\$ 6,780.00	1030	\$ 116,390.00
35	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (4,B)		TON	\$ 95.10	1000	\$ 95,100.00		\$ -	60	\$ 5,706.00	1060	\$ 100,806.00
36	2411.602	CONCRETE STEP		EACH	\$ 952.00	6	\$ 5,712.00		\$ -		\$ -	6	\$ 5,712.00
37	2411.603	INSTALL RETAINING WALL		LIN FT	\$ 116.00	80	\$ 9,280.00		\$ -		\$ -	80	\$ 9,280.00
38	2411.618	PREFABRICATED MODULAR BLOCK WALL		SQ FT	\$ 85.50	3700	\$ 316,350.00		\$ -		\$ -	3700	\$ 316,350.00
39	2451.507	STRUCTURE EXCAVATION CLASS U	(P)	CU YD	\$ 32.60	700	\$ 22,820.00		\$ -		\$ -	700	\$ 22,820.00
40	2451.607	STRUCTURAL BACKFILL	(P)	CU YD	\$ 39.70	165	\$ 6,550.50		\$ -		\$ -	165	\$ 6,550.50
41	2475.503	ORNAMENTAL METAL RAILING DESIGN T-5 PC		LIN FT	\$ 213.00	600	\$ 127,800.00		\$ -		\$ -	600	\$ 127,800.00
42	2501.502	12" RC PIPE APRON		EACH	\$ 1,430.00		\$ -	1	\$ 1,430.00		\$ -	1	\$ 1,430.00
43	2501.502	15" RC PIPE APRON		EACH	\$ 1,500.00		\$ -	2	\$ 3,000.00		\$ -	2	\$ 3,000.00
44	2501.502	18" RC PIPE APRON		EACH	\$ 1,590.00		\$ -	4	\$ 6,360.00		\$ -	4	\$ 6,360.00
45	2501.502	24" RC PIPE APRON		EACH	\$ 1,800.00		\$ -	3	\$ 5,400.00	3	\$ 5,400.00	6	\$ 10,800.00
46	2501.503	18" RC PIPE CULVERT DES 3006 CLASS V		LIN FT	\$ 117.00		\$ -	112	\$ 13,104.00		\$ -	112	\$ 13,104.00
47	2501.602	TRASH GUARD FOR 24" PIPE APRON		EACH	\$ 1,610.00		\$ -	3	\$ 4,830.00	3	\$ 4,830.00	6	\$ 9,660.00
48	2503.503	12" RC PIPE SEWER DES 3006 CLASS V		LIN FT	\$ 91.40		\$ -	344	\$ 31,441.60	58	\$ 5,301.20	402	\$ 36,742.80
49	2503.503	15" RC PIPE SEWER DES 3006 CLASS V		LIN FT	\$ 99.30		\$ -	527	\$ 52,331.10		\$ -	527	\$ 52,331.10
50	2503.503	18" RC PIPE SEWER DES 3006 CLASS V		LIN FT	\$ 105.00		\$ -	23	\$ 2,415.00		\$ -	23	\$ 2,415.00

EXHIBIT A for PW 21-15-24, CSAH 73, C.P. 2201106

ITEM NO.	MNDOT ITEM NO.	ITEM DESCRIPTION	NOTE	UNIT	AS BID UNIT PRICE	PARTICIPATING SP 142-090-004 (CSAH 73)				NON PARTICIPATING HENNEPIN COUNTY		PROJECT TOTAL	
						STREET		STORM SEWER		STORM SEWER			
						QUANTITY	EST COST	QUANTITY	EST COST	QUANTITY	EST COST	QUANTITY	COST
51	2503.503	24" RC PIPE SEWER DES 3006 CLASS III		LIN FT	\$ 133.00		\$ -	135	\$ 17,955.00	157	\$ 20,881.00	292	\$ 38,836.00
52	2503.602	CONNECT TO EXISTING STORM SEWER		EACH	\$ 1,420.00		\$ -	7	\$ 9,940.00	1	\$ 1,420.00	8	\$ 11,360.00
53	2503.603	15" PIPE SEWER		LIN FT	\$ 90.40		\$ -	1178	\$ 106,491.20		\$ -	1178	\$ 106,491.20
54	2503.603	18" PIPE SEWER		LIN FT	\$ 101.00		\$ -	263	\$ 26,563.00		\$ -	263	\$ 26,563.00
55	2503.603	36" STEEL CASING PIPE		LIN FT	\$ 347.00		\$ -	10	\$ 3,470.00		\$ -	10	\$ 3,470.00
56	2504.503	6" WATERMAIN DUCTILE IRON CL. 52		LIN FT	\$ 114.00	50	\$ 5,700.00		\$ -		\$ -	50	\$ 5,700.00
57	2504.503	12" WATERMAIN DUCTIL IRON CL. 52		LIN FT	\$ 288.00	40	\$ 11,520.00		\$ -		\$ -	40	\$ 11,520.00
58	2504.602	CONNNECT TO EXISTING WATERMAIN		EACH	\$ 2,370.00	3	\$ 7,110.00		\$ -		\$ -	3	\$ 7,110.00
59	2504.602	HYDRANT		EACH	\$ 9,710.00	2	\$ 19,420.00		\$ -		\$ -	2	\$ 19,420.00
60	2504.602	6" GATE VALVE & BOX		EACH	\$ 3,490.00	2	\$ 6,980.00		\$ -		\$ -	2	\$ 6,980.00
61	2504.602	12" GATE VALVE & BOX		EACH	\$ 8,590.00	1	\$ 8,590.00		\$ -		\$ -	1	\$ 8,590.00
62	2504.602	ADJUST GATE VALVE & BOX		EACH	\$ 586.00	8	\$ 4,688.00		\$ -		\$ -	8	\$ 4,688.00
63	2504.602	ADJUST CURB STOP		EACH	\$ 32.20	10	\$ 322.00		\$ -		\$ -	10	\$ 322.00
64	2504.608	DUCTILE IRON FITTINGS		LBS	\$ 0.01	660	\$ 6.60		\$ -		\$ -	660	\$ 6.60
65	2506.502	CASTING ASSEMBLY		EACH	\$ 1,080.00		\$ -	48	\$ 51,840.00	4	\$ 4,320.00	52	\$ 56,160.00
66	2506.502	ADJUST FRAME AND RING CASTING		EACH	\$ 1,150.00		\$ -	4	\$ 4,600.00		\$ -	4	\$ 4,600.00
67	2506.503	CONST DRAINAGE STRUCTURE DESIGN H		LIN FT	\$ 688.00		\$ -	19	\$ 13,072.00		\$ -	19	\$ 13,072.00
68	2506.503	CONST DRAINAGE STRUCTURE DESIGN N		LIN FT	\$ 626.00		\$ -	39	\$ 24,414.00		\$ -	39	\$ 24,414.00
69	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48		LIN FT	\$ 1,130.00		\$ -	16	\$ 18,080.00		\$ -	16	\$ 18,080.00
70	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020		LIN FT	\$ 712.00		\$ -	135	\$ 96,120.00	20	\$ 14,240.00	155	\$ 110,360.00
71	2506.602	ADJUST FRAME & RING CASTING (SPECIAL)		EACH	\$ 1,150.00	13	\$ 14,950.00		\$ -		\$ -	13	\$ 14,950.00
72	2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE		EACH	\$ 2,310.00		\$ -	1	\$ 2,310.00	1	\$ 2,310.00	2	\$ 4,620.00
73	2511.504	GEOTEXTILE FILTER TYPE 4		SQ YD	\$ 5.25		\$ -	27	\$ 141.75	67	\$ 351.75	94	\$ 493.50
74	2511.504	GEOTEXTILE FILTER TYPE 7		SQ YD	\$ 3.65		\$ -	37	\$ 135.05		\$ -	37	\$ 135.05
75	2511.507	RANDOM RIPRAP CLASS III		CU YD	\$ 142.00		\$ -	8	\$ 1,136.00	18	\$ 2,556.00	26	\$ 3,692.00
76	2511.507	RANDOM RIPRAP CLASS IV		CU YD	\$ 142.00		\$ -	12	\$ 1,704.00		\$ -	12	\$ 1,704.00
77	2511.602	PLACE BOULDER		EACH	\$ 92.60	50	\$ 4,630.00		\$ -		\$ -	50	\$ 4,630.00
78	2521.518	3" BITUMINOUS WALK	(6)	SQ FT	\$ 3.55	45000	\$ 159,750.00		\$ -		\$ -	45000	\$ 159,750.00
79	2521.518	6" CONCRETE WALK	(6)	SQ FT	\$ 20.30	11100	\$ 225,330.00		\$ -		\$ -	11100	\$ 225,330.00
80	2531.503	CONCRETE CURB & GUTTER DESIGN B624		LIN FT	\$ 25.90	5600	\$ 145,040.00		\$ -		\$ -	5600	\$ 145,040.00
81	2531.503	CONCRETE CURB & GUTTER DESIGN B618		LIN FT	\$ 23.40	1220	\$ 28,548.00		\$ -		\$ -	1220	\$ 28,548.00
82	2531.503	CONCRETE CURB & GUTTER DESIGN B612		LIN FT	\$ 38.70	100	\$ 3,870.00		\$ -		\$ -	100	\$ 3,870.00
83	2531.504	6" CONCRETE DRIVEWAY PAVEMENT		SQ YD	\$ 83.60	500	\$ 41,800.00		\$ -		\$ -	500	\$ 41,800.00
84	2531.504	8" CONCRETE DRIVEWAY PAVEMENT		SQ YD	\$ 110.00	175	\$ 19,250.00		\$ -		\$ -	175	\$ 19,250.00
85	2531.603	CONCRETE CURB DESIGN V		LIN FT	\$ 33.40	250	\$ 8,350.00		\$ -		\$ -	250	\$ 8,350.00
86	2531.618	TRUNCATED DOMES		SQ FT	\$ 45.80	520	\$ 23,816.00		\$ -		\$ -	520	\$ 23,816.00
87	2540.602	MAIL BOX		EACH	\$ 209.00	16	\$ 3,344.00		\$ -		\$ -	16	\$ 3,344.00

EXHIBIT A for PW 21-15-24, CSAH 73, C.P. 2201106

ITEM NO.	MNDOT ITEM NO.	ITEM DESCRIPTION	NOTE	UNIT	AS BID UNIT PRICE	PARTICIPATING SP 142-090-004 (CSAH 73)				NON PARTICIPATING HENNEPIN COUNTY		PROJECT TOTAL	
						STREET		STORM SEWER		STORM SEWER			
						QUANTITY	EST COST	QUANTITY	EST COST	QUANTITY	EST COST	QUANTITY	COST
88	2554.502	GUIDE POST TYPE B		EACH	\$ 67.90		\$ -	2	\$ 135.80	3	\$ 203.70	5	\$ 339.50
89	2554.603	INSTALL GUARDRAIL	(2)	LIN FT	\$ 105.00		\$ -		\$ -	30	\$ 3,150.00	30	\$ 3,150.00
90	2557.603	WOODEN FENCE		LIN FT	\$ 251.00	60	\$ 15,060.00		\$ -		\$ -	60	\$ 15,060.00
91	2563.601	TRAFFIC CONTROL SUPERVISOR		LUMP SUM	\$ 2,090.00	0.79	\$ 1,651.10	0.19	\$ 397.10	0.02	\$ 41.80	1	\$ 2,090.00
92	2563.601	TRAFFIC CONTROL		LUMP SUM	\$ 21,900.00	0.79	\$ 17,301.00	0.19	\$ 4,161.00	0.02	\$ 438.00	1	\$ 21,900.00
93	2563.613	PORTABLE CHANGEABLE MESSAGE SIGN		UNIT DAY	\$ 52.30	100	\$ 5,230.00		\$ -		\$ -	100	\$ 5,230.00
94	2564.502	INSTALL SIGN PANEL		EACH	\$ 314.00	50	\$ 15,700.00		\$ -		\$ -	50	\$ 15,700.00
95	2564.618	SIGN		SQ FT	\$ 134.00	49.25	\$ 6,599.50		\$ -		\$ -	49.25	\$ 6,599.50
96	2572.503	CLEAN ROOT CUTTING		LIN FT	\$ 7.30	300	\$ 2,190.00		\$ -		\$ -	300	\$ 2,190.00
97	2573.501	STABILIZED CONSTRUCTION EXIT		LUMP SUM	\$ 2,950.00	0.79	\$ 2,330.50	0.19	\$ 560.50	0.02	\$ 59.00	1	\$ 2,950.00
98	2573.501	EROSION CONTROL SUPERVISOR		LUMP SUM	\$ 6,310.00	0.79	\$ 4,984.90	0.19	\$ 1,198.90	0.02	\$ 126.20	1	\$ 6,310.00
99	2573.502	STORM DRAIN INLET PROTECTION		EACH	\$ 207.00	50	\$ 10,350.00		\$ -		\$ -	50	\$ 10,350.00
100	2573.502	CULVERT END CONTROLS		EACH	\$ 313.00	4	\$ 1,252.00		\$ -		\$ -	4	\$ 1,252.00
101	2573.503	SILT FENCE, TYPE MS		LIN FT	\$ 2.35	2865	\$ 6,732.75		\$ -		\$ -	2865	\$ 6,732.75
102	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER		LIN FT	\$ 7.25	110	\$ 797.50		\$ -		\$ -	110	\$ 797.50
103	2574.505	SUBSOILING		ACRE	\$ 679.00	3	\$ 2,037.00		\$ -		\$ -	3	\$ 2,037.00
104	2574.505	SOIL BED PREPARATION		ACRE	\$ 720.00	3	\$ 2,160.00		\$ -		\$ -	3	\$ 2,160.00
105	2574.507	BOULEVARD TOPSOIL BORROW	(CV), (5)	CU YD	\$ 57.80	1500	\$ 86,700.00		\$ -		\$ -	1500	\$ 86,700.00
106	2574.508	FERTILIZER TYPE 3		POUND	\$ 1.05	500	\$ 525.00		\$ -		\$ -	500	\$ 525.00
107	2574.508	FERTILIZER TYPE 4		POUND	\$ 3.45	50	\$ 172.50		\$ -		\$ -	50	\$ 172.50
108	2575.504	ROLLED EROSION PREVENTION CATEGORY 35		SQ YD	\$ 2.95	1985	\$ 5,855.75		\$ -		\$ -	1985	\$ 5,855.75
109	2575.504	SODDING TYPE LAWN		SQ YD	\$ 9.55	1920	\$ 18,336.00		\$ -		\$ -	1920	\$ 18,336.00
110	2575.505	SEEDING		ACRE	\$ 720.00	3	\$ 2,160.00		\$ -		\$ -	3	\$ 2,160.00
111	2575.505	WEED SPRAYING		ACRE	\$ 2,750.00	1	\$ 2,750.00		\$ -		\$ -	1	\$ 2,750.00
112	2575.506	WEED SPRAY MIXTURE		GAL	\$ 240.00	1	\$ 240.00		\$ -		\$ -	1	\$ 240.00
113	2575.508	SEED MIX (25-131)		POUND	\$ 5.30	288	\$ 1,526.40		\$ -		\$ -	288	\$ 1,526.40
114	2575.508	SEED MIX (35-241)		POUND	\$ 23.10	26	\$ 600.60		\$ -		\$ -	26	\$ 600.60
115	2575.508	HYDRAULIC STABILIZED FIBER MATRIX		POUND	\$ 1.15	4865	\$ 5,594.75		\$ -		\$ -	4865	\$ 5,594.75
116	2575.523	RAPID STABILIZATION METHOD 3		MGAL	\$ 666.00	37	\$ 24,642.00		\$ -		\$ -	37	\$ 24,642.00
117	2575.523	WATER	(1)	MGAL	\$ 22.70	5000	\$ 113,500.00		\$ -		\$ -	5000	\$ 113,500.00
118	2582.503	4" SOLID LINE MULTI COMP		LIN FT	\$ 0.63	400	\$ 252.00		\$ -		\$ -	400	\$ 252.00
119	2582.503	6" SOLID LINE MULTI COMP		LIN FT	\$ 0.73	9750	\$ 7,117.50		\$ -		\$ -	9750	\$ 7,117.50
120	2582.503	24" SOLID LINE MULTI COMP		LIN FT	\$ 15.20	475	\$ 7,220.00		\$ -		\$ -	475	\$ 7,220.00
121	2582.503	4" BROKEN LINE MULTI COMP		LIN FT	\$ 0.63	475	\$ 299.25		\$ -		\$ -	475	\$ 299.25
122	2582.503	4" DOTTED LINE MULTI COMP		LIN FT	\$ 0.63	550	\$ 346.50		\$ -		\$ -	550	\$ 346.50
123	2582.503	4" DOUBLE SOLID LINE MULTI COMP		LIN FT	\$ 1.25	6600	\$ 8,250.00		\$ -		\$ -	6600	\$ 8,250.00
124	2582.518	PAVT MSSG MULTI COMP		SQ FT	\$ 62.70	25	\$ 1,567.50		\$ -		\$ -	25	\$ 1,567.50
ESTIMATED CONSTRUCTION COST							\$ 2,859,578.90		\$ 547,164.00		\$ 96,564.65		\$ 3,503,307.55

NOTES:

- (1) 3,700 MGAL TO BE USED ON FLOOD MITIGATION TURF ESTABLISHMENT. 1200 MGAL FOR USE SITEWIDE AT THE ENGINEER'S DISCRETION. ALL WATERING FOR TURF ESTABLISHMENT INCLUDED IN EACH BID ITEM AND AS SPECIFIED.
- (2) SALVAGE & INSTALL GUARDRAIL INCLUDES SALVAGING & INSTALLING POSTS
- (3) TO BE USED FOR EXPLORATORY EXCAVATION AT THE ENGINEER'S DISCRETION.
- (4) QUANTITY MAY VARY. TO BE USED FOR EXCAVATION AND BACKFILL MATERIAL FOR SUBGRADE EXCAVATION DUE TO POOR SOILS
- (5) CONTRACTOR TO SALVAGE AND REUSE ONSITE TOPSOIL MATERIALS. QUANTITY PROVIDED AS A CONTINGENCY ITEM. NOTIFY ENGINEER IF ADDITIONAL TOPSOIL REQUIRED
- (6) AGGREGATE BASE INCLUDED IN WALK, TRAIL, AND APPLICABLE BID ITEMS. AGGREGATE BASE BID ITEM TO BE USED FOR ROADWAY CONSTRUCTION
- (7) INCLUDES REMOVAL OF BITUMINOUS AND CONCRETE CURBING
- (P) PLAN QUANTITY
- (EV) EXCAVATED VOLUME
- (CV) COMPACTED VOLUME
- (LV) LOOSE VOLUME

EXHIBIT B
MnDOT ADA Compliance Checklist (Curb Ramp) form

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EXHIBIT B

IT IS OK TO SUBMIT SCANNED COPIES



MnDOT ADA Compliance Checklist (Curb Ramp)



SP: City: District:
 Intersection: Quadrant:
 Ramp Type: Const. Year:

Compile all relevant documents (photos, checklist, notes, etc) of the completed quadrant and upload them using the HennPlace Asset Management Site. Registration is required. To create an account, please [register](#) for an account and use the following step-by-step reference guide on our [ADA transition plan page](#) under "checklist guide."

- (1) Minimum 4' wide pedestrian access route (PAR) maintained? Yes No
- (2) Landing meets min. 4'x4' and perpendicular grade break(s)? Yes No
- (3) Are landing(s) located at the top of each ramp and at change(s) in direction and at inverse grades? Yes No
- (4) Landing **slopes (%)**: (TH) (TH) (SS) (SS)
- (5) Ramp's **running slope (%)**: TH Initial TH Secondary SS Initial SS Secondary
- (6) Ramp's **cross slope (%)**: TH Initial TH Secondary SS Initial SS Secondary
- (7) Gutter **flow line slope (%)**: TH SS
- (8) Gutter **inslope (%)**: TH SS
- (9) Roadway **cross slope (%)**: TH SS
- (10) Do truncated domes cover the entire curb opening and are they properly oriented? Yes No
- (11) Are gutter line and ramps draining properly? Yes No
- (12) Are there any vertical discontinuities greater than 1/4"? Yes No
- (13) Do ramps comply with Spec 2521.3? Yes No
- (14) Are ramps **fully compliant**? Yes No

TH = Trunk Highway
SS = Side Street

If **NO**, check the reason(s) below. Explain why the ramp didn't meet compliance and how the ramp has been improved from the pre-construction condition (see ADA Compliance Checklist Guidance for more info and attach pages if needed).

Hennepin

Topography Structure(s) Utilities Contractor County

- (15) Was the curb ramp able to be built according to the plan details? Yes No

If **NO**, please explain:

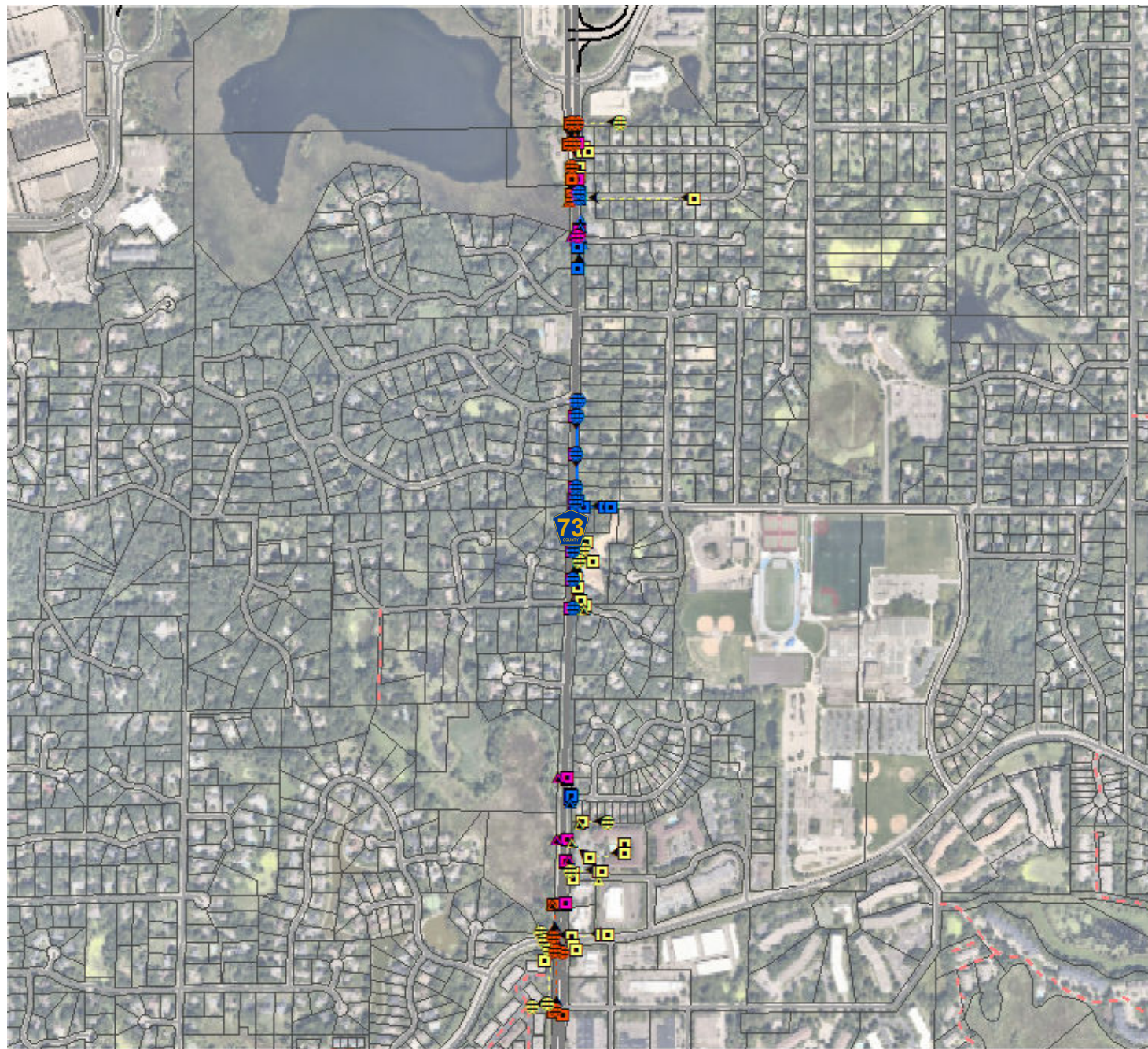
Printed Name: Date (mm/dd/yyyy):

I certify that the information entered on this form is accurate to the best of my knowledge and that I fully understand the checklist standards and am qualified to carry out the inspection.

FILL OUT FORM AND SUBMIT TO HENNEPIN COUNTY

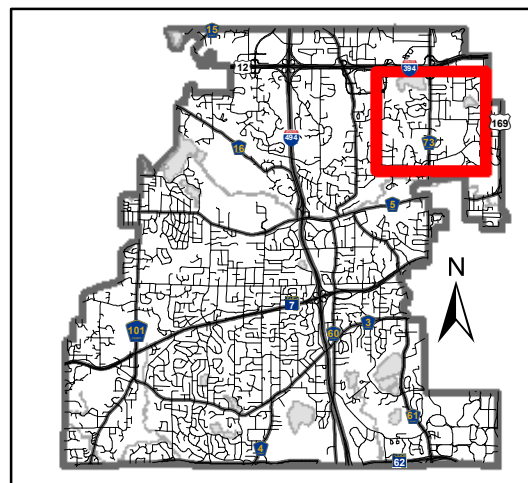
EXHIBIT C
Drainage Ownership and Maintenance Responsibilities

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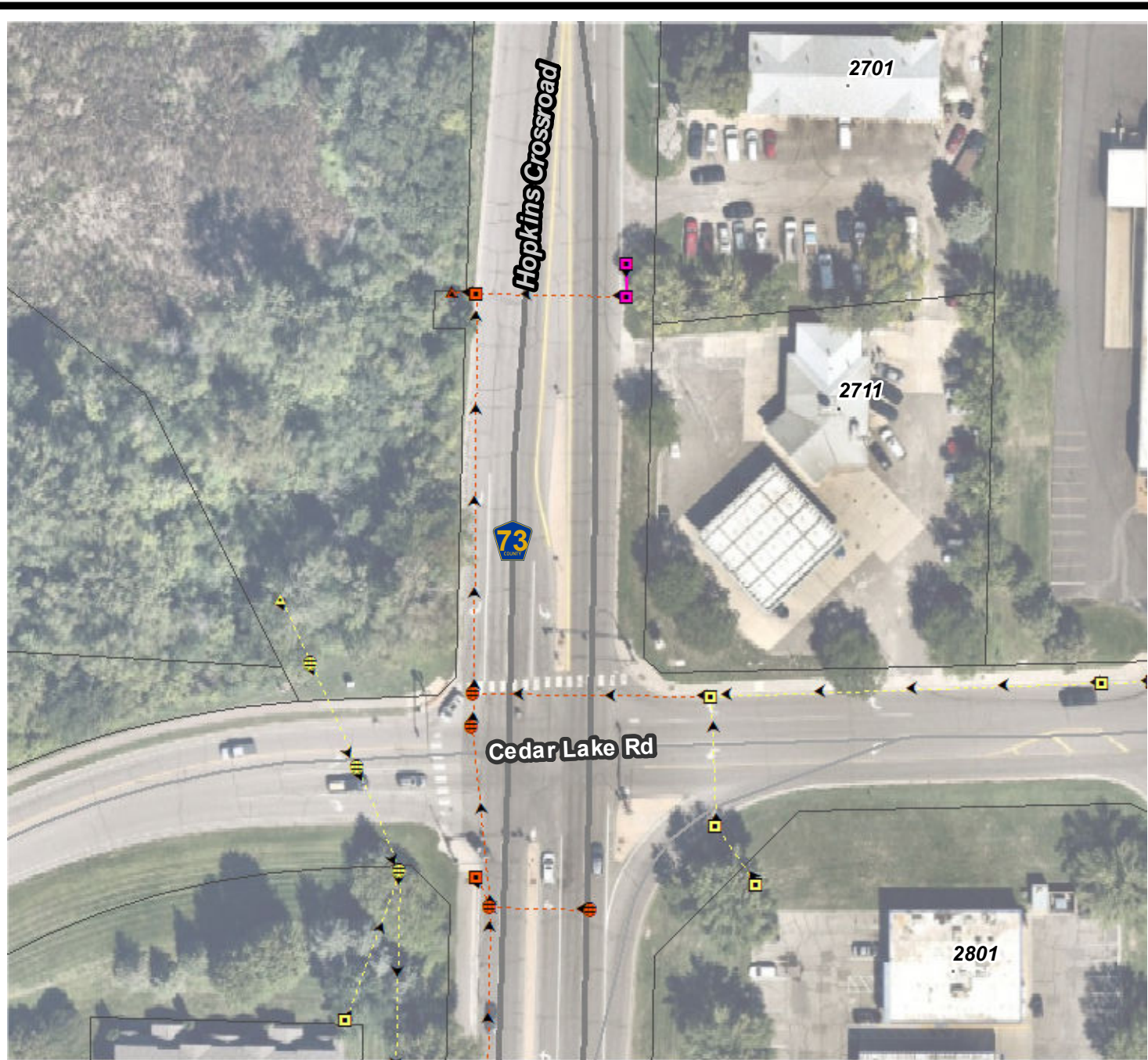


Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance

- — Existing Storm Sewer-City Owned/Maintained
- — Existing Storm Sewer-County Owned/Maintained
- — New Storm Sewer-City Owned/City Maintained
- — New Storm Sewer-County Owned/County Maintained

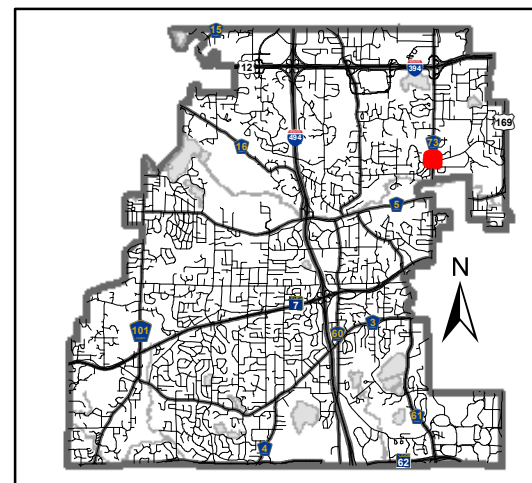


This map is for illustrative purposes only.

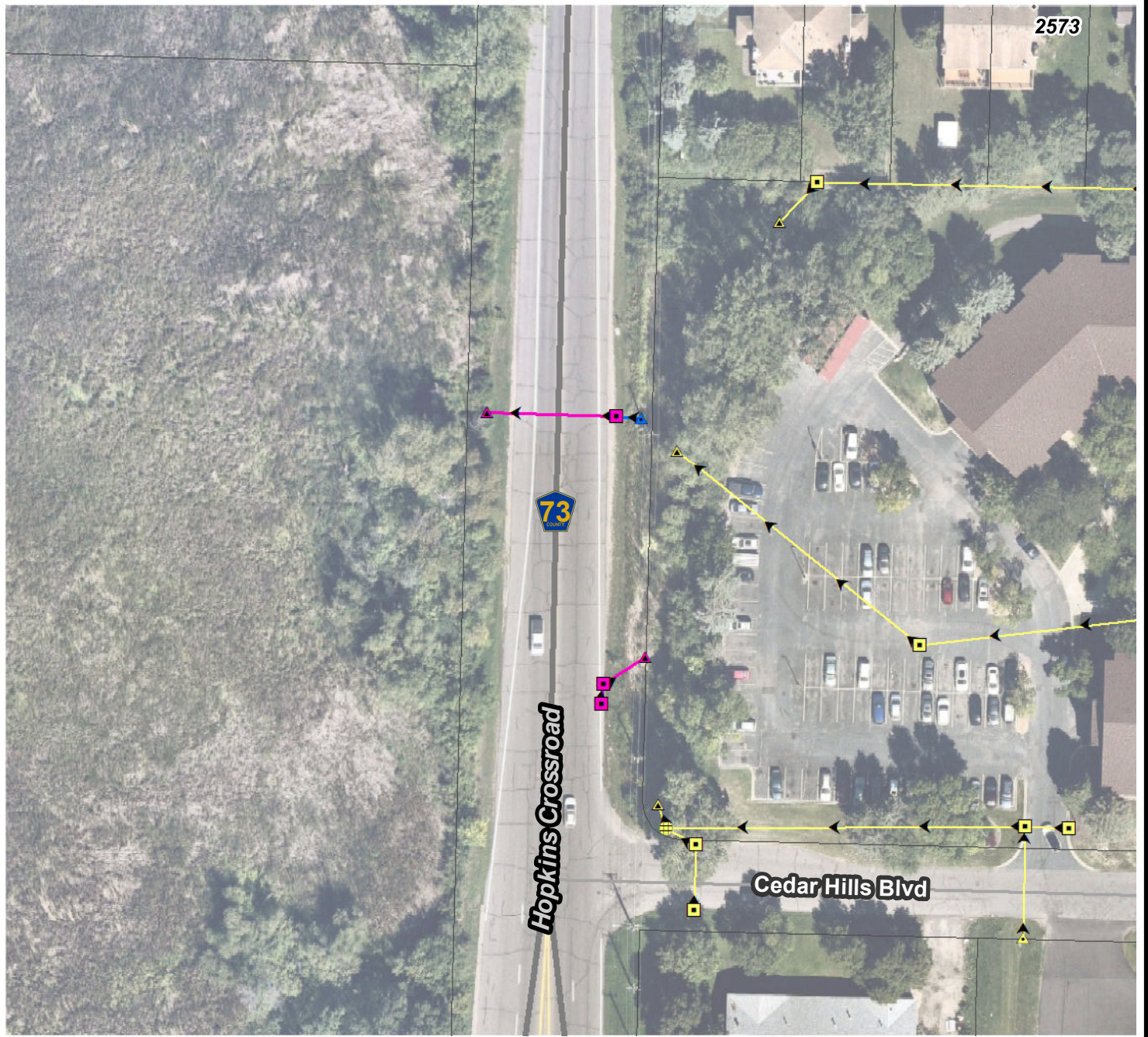


Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance





- — Existing Storm Sewer-City Owned/Maintained
- — Existing Storm Sewer-County Owned/Maintained
- — New Storm Sewer-City Owned/City Maintained
- — New Storm Sewer-County Owned/County Maintained

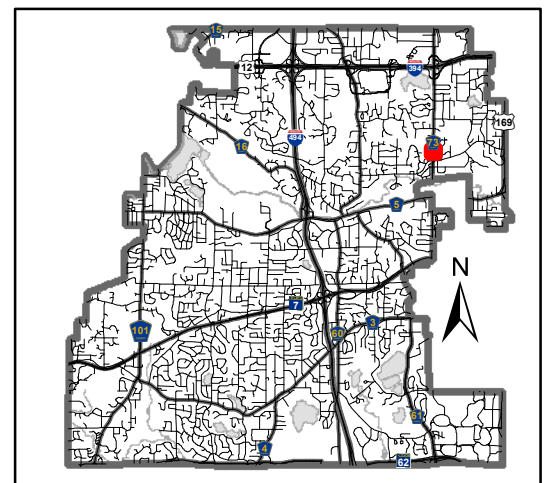


This map is for illustrative purposes only.

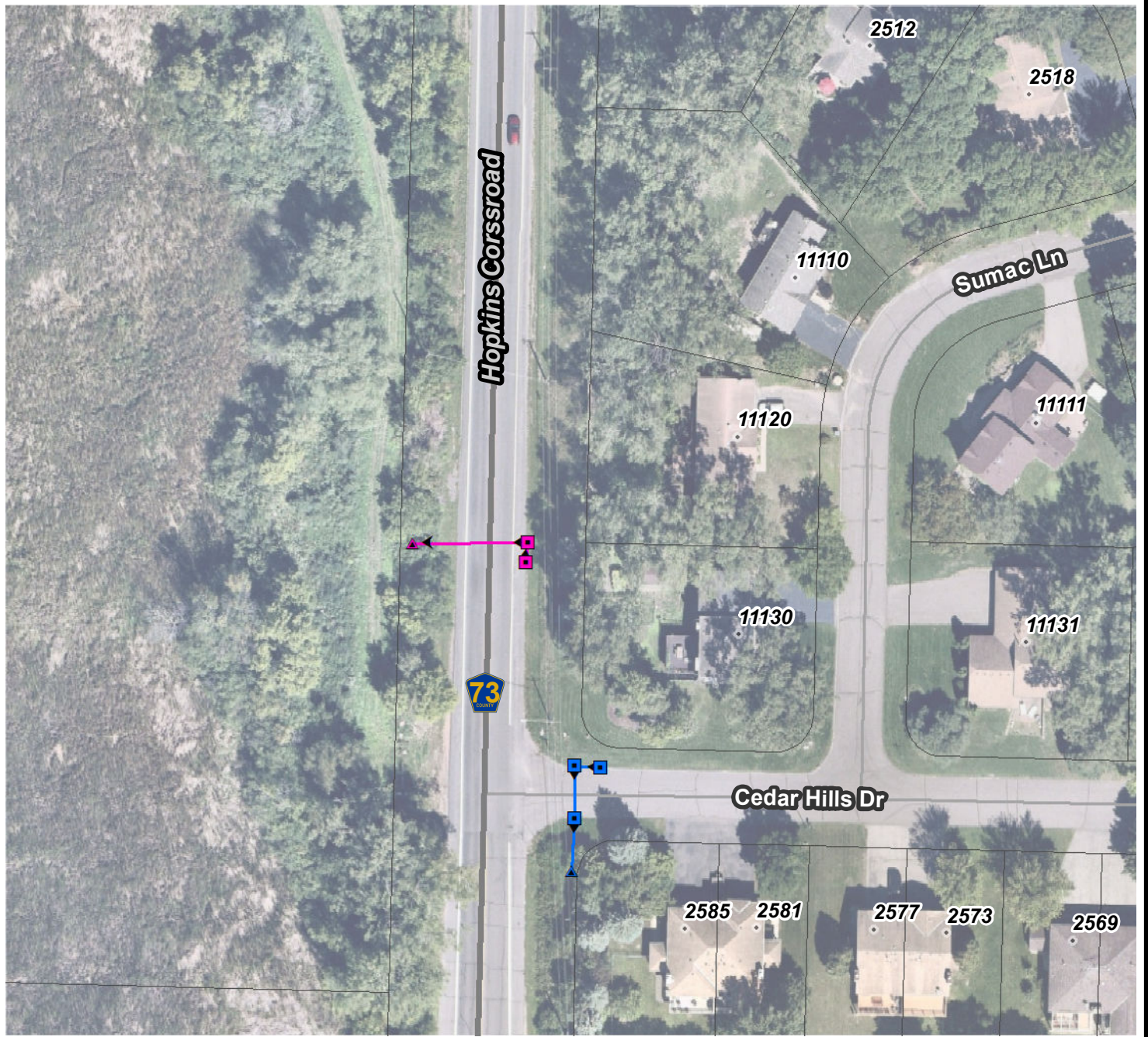


Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance

-  Existing Storm Sewer-City Owned/Maintained
-  Existing Storm Sewer-County Owned/Maintained
-  New Storm Sewer-City Owned/City Maintained
-  New Storm Sewer-County Owned/County Maintained

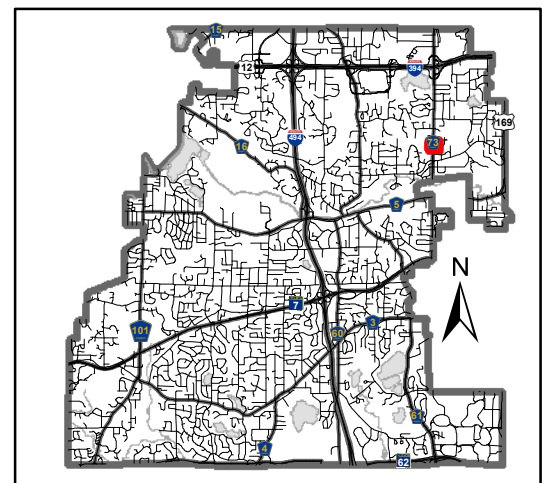


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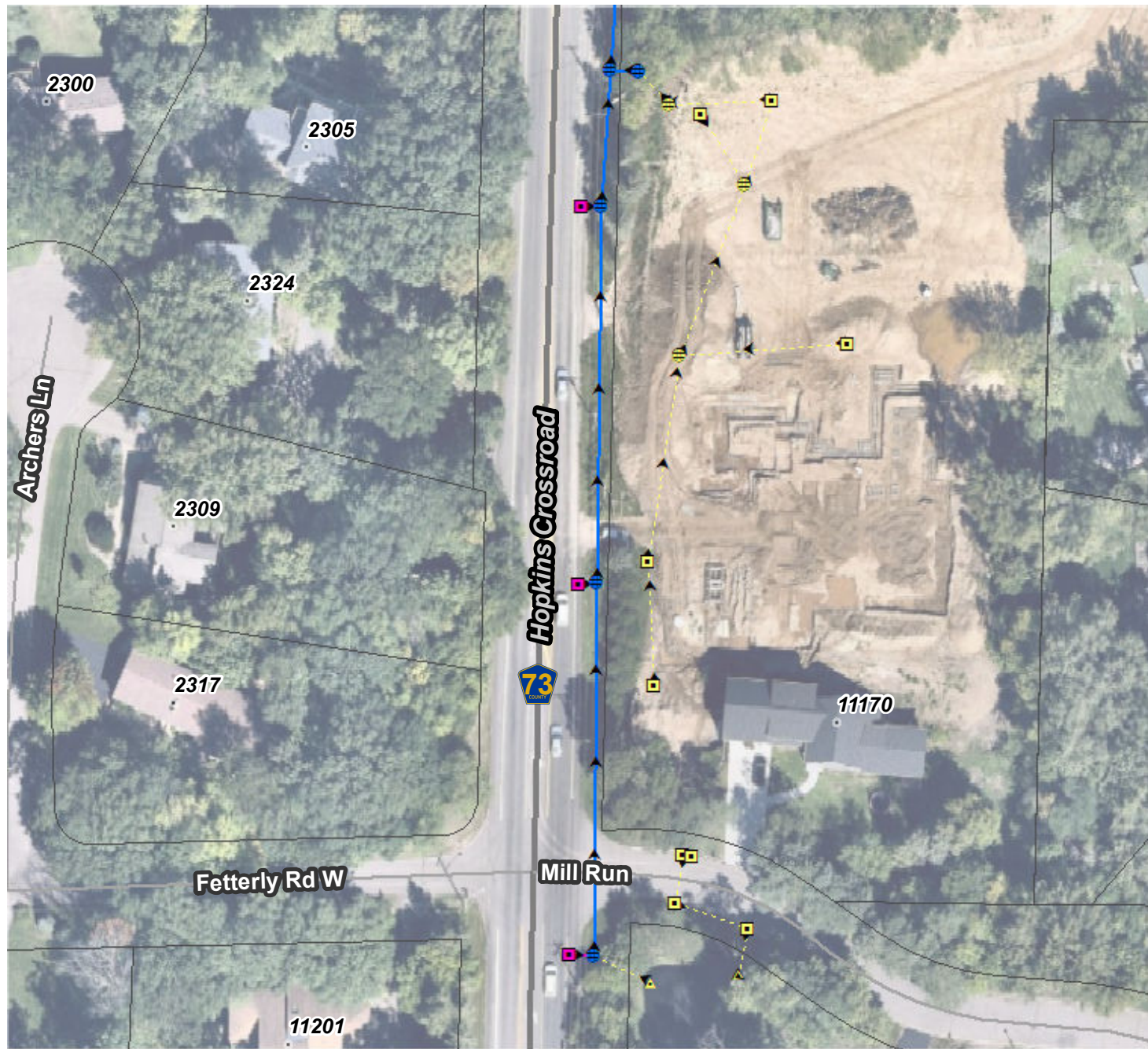


Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance

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- — Existing Storm Sewer-County Owned/Maintained
- — New Storm Sewer-City Owned/City Maintained
- — New Storm Sewer-County Owned/County Maintained

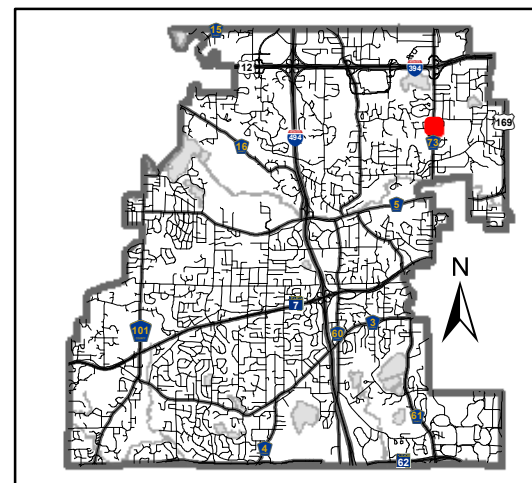


This map is for illustrative purposes only.



Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance

- — Existing Storm Sewer-City Owned/Maintained
- — Existing Storm Sewer-County Owned/Maintained
- — New Storm Sewer-City Owned/City Maintained
- — New Storm Sewer-County Owned/County Maintained

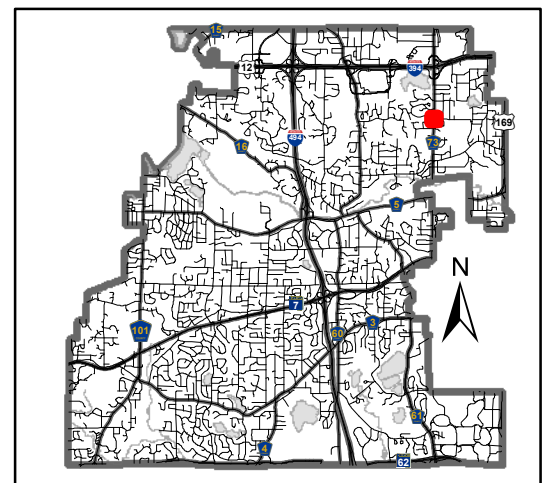


This map is for illustrative purposes only.

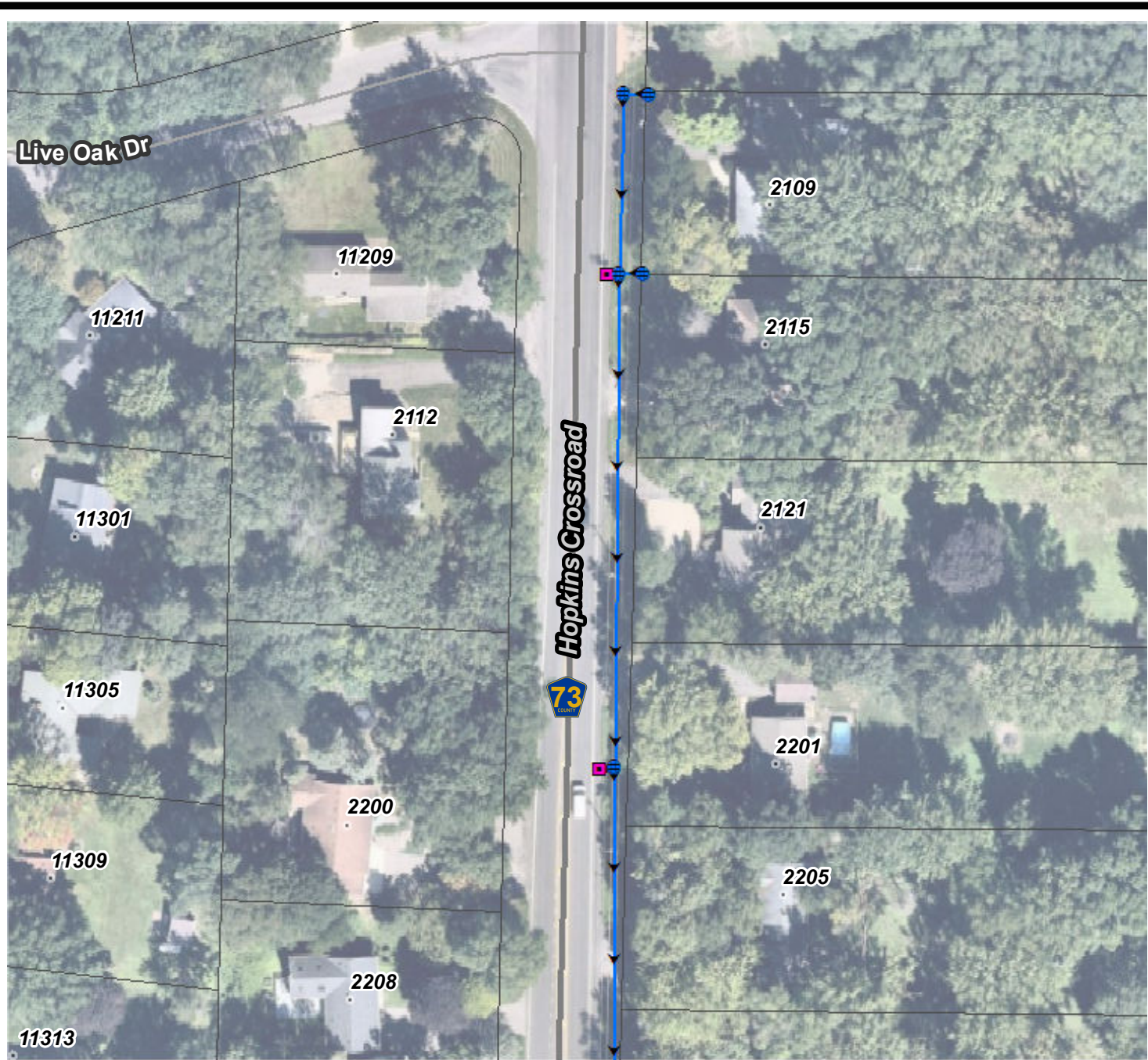


Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance

- — Existing Storm Sewer-City Owned/Maintained
- — Existing Storm Sewer-County Owned/Maintained
- — New Storm Sewer-City Owned/City Maintained
- — New Storm Sewer-County Owned/County Maintained

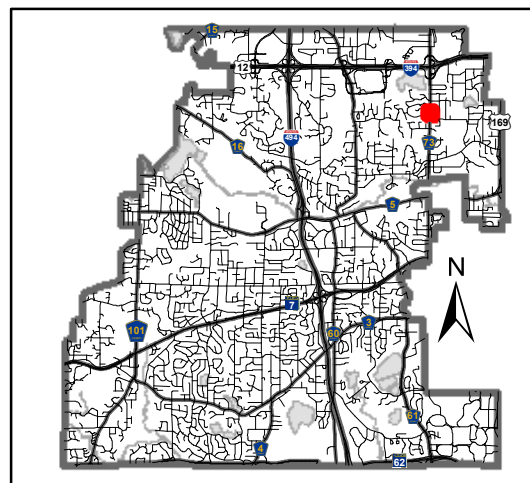


This map is for illustrative purposes only.

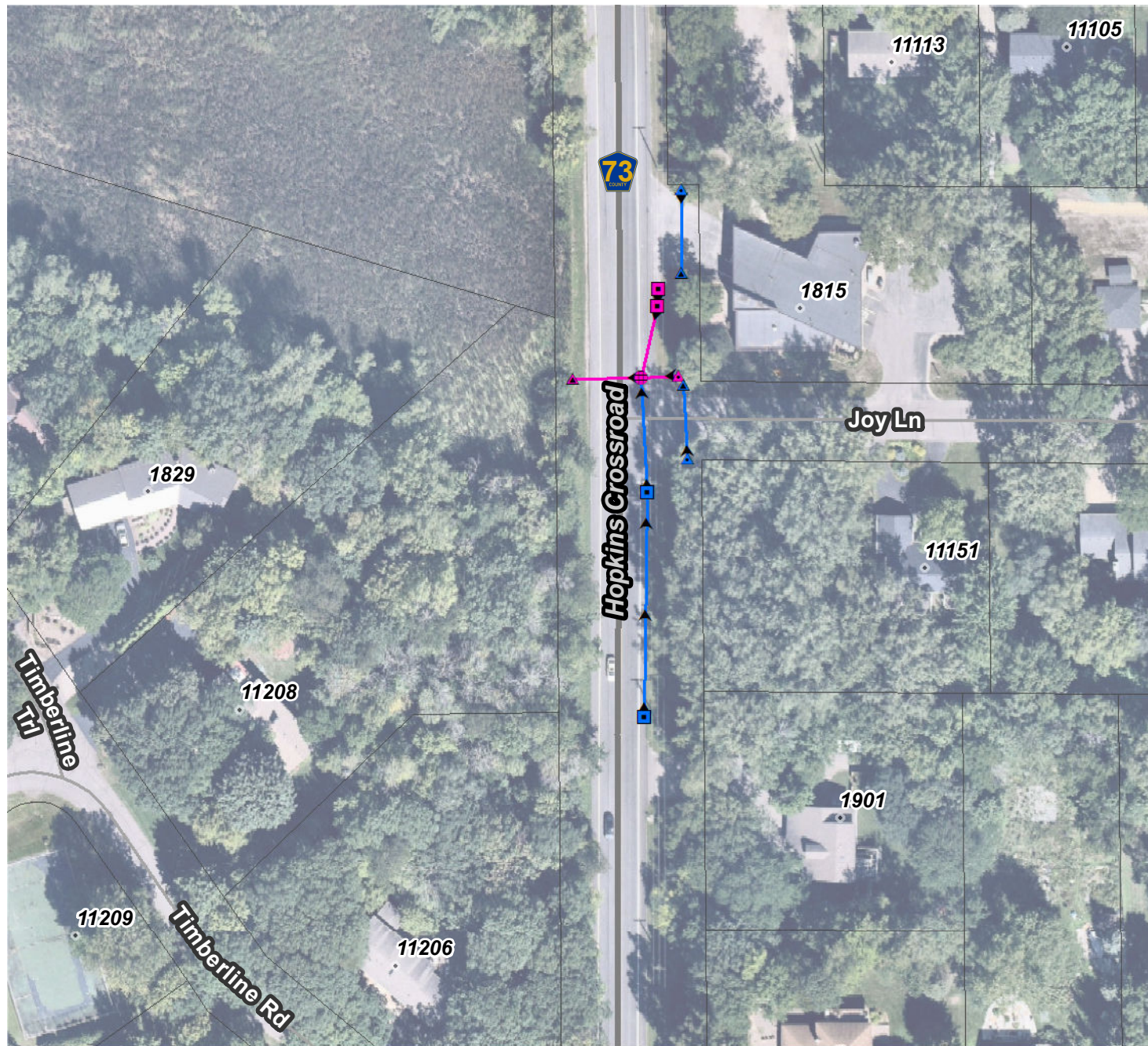


Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance

- — Existing Storm Sewer-City Owned/Maintained
- — Existing Storm Sewer-County Owned/Maintained
- — New Storm Sewer-City Owned/City Maintained
- — New Storm Sewer-County Owned/County Maintained

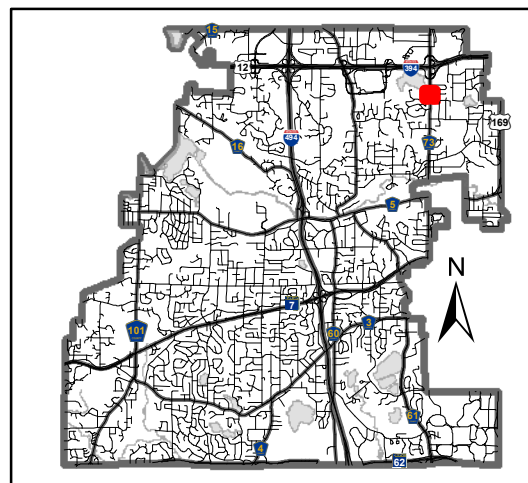


This map is for illustrative purposes only.



Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance

- — Existing Storm Sewer-City Owned/Maintained
- — Existing Storm Sewer-County Owned/Maintained
- — New Storm Sewer-City Owned/City Maintained
- — New Storm Sewer-County Owned/County Maintained

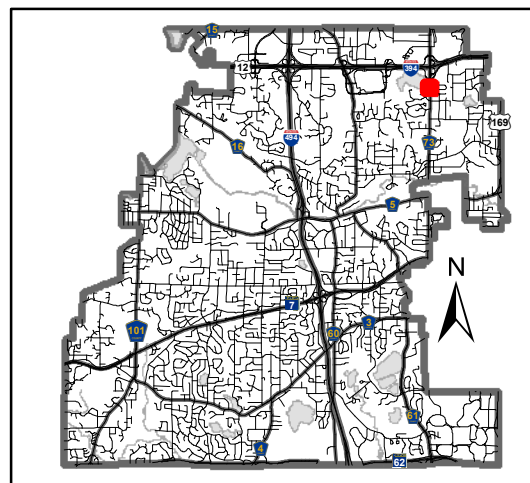


This map is for illustrative purposes only.



Hopkins Crossroad Trail Project Storm Sewer Ownership & Maintenance

- — Existing Storm Sewer-City Owned/Maintained
- — Existing Storm Sewer-County Owned/Maintained
- — New Storm Sewer-City Owned/City Maintained
- — New Storm Sewer-County Owned/County Maintained



This map is for illustrative purposes only.

EXHIBIT D
Project Plan Title Sheet

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MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF MINNETONKA
HENNEPIN COUNTY, MINNESOTA
COUNTY STATE AID HIGHWAY 73

STATE PROJ. NO. 142-090-004
GROSS LENGTH 5393.500 FEET 1.021 MILES
BRIDGES-LENGTH 0.000 FEET 0.000 MILES
EXCEPTIONS-LENGTH 0.000 FEET 0.000 MILES
NET LENGTH 5393.500 FEET 1.021 MILES

BIKE TRAIL
DESIGN DESIGNATION: OFF-ROAD TRAIL
CSAH 73 STA. 200+16.00 TO STA. 254+95.00

FUNCTIONAL CLASSIFICATION: BIKE TRAIL
DESIGN SPEED: 20 MPH
BASED ON: STOPPING DISTANCE
HEIGHT OF EYE/OBJECT = 4.5 FT/0 FT

CONSTRUCTION PLAN FOR: GRADING, AGGREGATE BASE, PLANT MIXED BITUMINOUS PAVEMENT, CONCRETE CURB AND GUTTER, ADA IMPROVEMENTS, STORM SEWER, WATER MAIN, RELATED APPURTENANCES, AND BITUMINOUS TRAIL
SP 142-090-004 LOCATED ON CSAH 73 FROM CEDAR LAKE ROAD TO OAK KNOLL TERRACE N. (GEOGRAPHICAL DESCRIPTION)

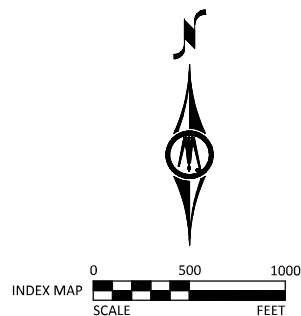
MINN. PROJ. NO.	TA2724 (103)
HENN. COUNTY PROJ. NO.	4107320

--- GOVERNING SPECIFICATIONS ---
THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATION FOR CONSTRUCTION" SHALL GOVERN.
ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM AND BE INSTALLED IN ACCORDANCE WITH THE LATEST "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD) AND PART VI, THE LATEST "FIELD MANUAL" FOR TEMPORARY TRAFFIC CONTROL DEVICES.

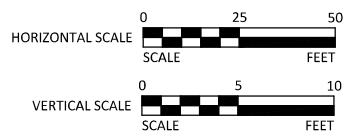
SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01 / SHEET 1	TITLE SHEET
G0.02 / SHEET 2	LEGEND
G0.03 / SHEET 3	GENERAL CONSTRUCTION NOTES
G1.01 - G1.05 / SHEET 4-8	STATEMENT OF ESTIMATED QUANTITIES, TABULATIONS & STANDARD PLATES
CIVIL	
C0.01 - C0.06 / SHEET 9-14	REMOVAL PLAN
C1.01 - C1.40 / SHEET 15-54	TYPICAL SECTIONS & DETAILS
C2.01 - C2.08 / SHEET 55-62	STORMWATER POLLUTION PREVENTION PLAN
C5.01 - C5.08 / SHEET 63-70	STORM SEWER PLAN & PROFILE
C6.01 - C6.10 / SHEET 71-80	CONSTRUCTION PLAN & PROFILE
C6.11 - C6.16 / SHEET 81-86	INTERSECTION DETAILS
C6.17 - C6.28 / SHEET 87-98	RETAINING WALL PLAN
C7.01 - C7.12 / SHEET 99-110	SIGNAGE & STRIPING PLAN
C8.01 - C8.04 / SHEET 111-114	TRAFFIC CONTROL PLAN
C9.01 - C9.32 / SHEET 115-146	CROSS SECTIONS
PRIVATE UTILITIES	
U1.01 - U1.09 / SHEET 147-155	

THIS PLAN SET CONTAINS 155 SHEETS.

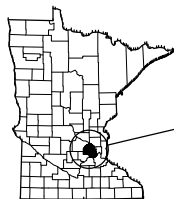
VICINITY MAP



TYPICAL PLAN SCALE UNLESS OTHERWISE NOTED:



PROJECT LOCATION



CITY: MINNETONKA
COUNTY: HENNEPIN
DISTRICT: MTERO

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES."

BM=952.44
TOP NUT HYD @
NE QUAD OF VERNON DR
& HILLSIDE LN

PROJECT DATUM: HENNEPIN CO. COORD. SYSTEM
HORIZONTAL: NAD83 (86 ADJ.)
VERTICAL: NGVD29

RECORD DRAWING INFORMATION	
OBSERVER:	
CONTRACTOR:	
DATE:	

Phil Olson Digitally signed by Phil Olson
Date: 2024.01.24 09:59:25 -06'00'

Approved: City of Minnetonka Engineer Date _____

Cara Stueve Date 1/25/2024

Approved: Hennepin County County Highway Engineer Date 1/25/2024

Jessica J. Inouy Date 1/25/2024

Recommended for Approval: Hennepin County: Design Division Engineer Date _____

District State Aid Engineer: Reviewed for compliance with State Aid and Federal Aid Rules/Policy Date _____

Approved for State Aid and Federal Aid Funding: State Aid Engineer Date _____

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Timothy H. Lamkin Jr.
TIMOTHY H. LAMKIN JR.
LIC. NO. 47099 DATE 01/19/2024



12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
Phone: (952) 890-0509
Email: Burnsville@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
MB			
DRAWN	NO.	ISSUED FOR	DATE
JB			
CHECKED	NO.	ISSUED FOR	DATE
MB			
CLIENT PROJ. NO.	T19.119160		

CITY OF MINNETONKA, MINNESOTA
HOPKINS CROSS ROAD TRAIL IMPROVEMENTS - SP 142-090-004
TITLE SHEET

SHEET
G0.01

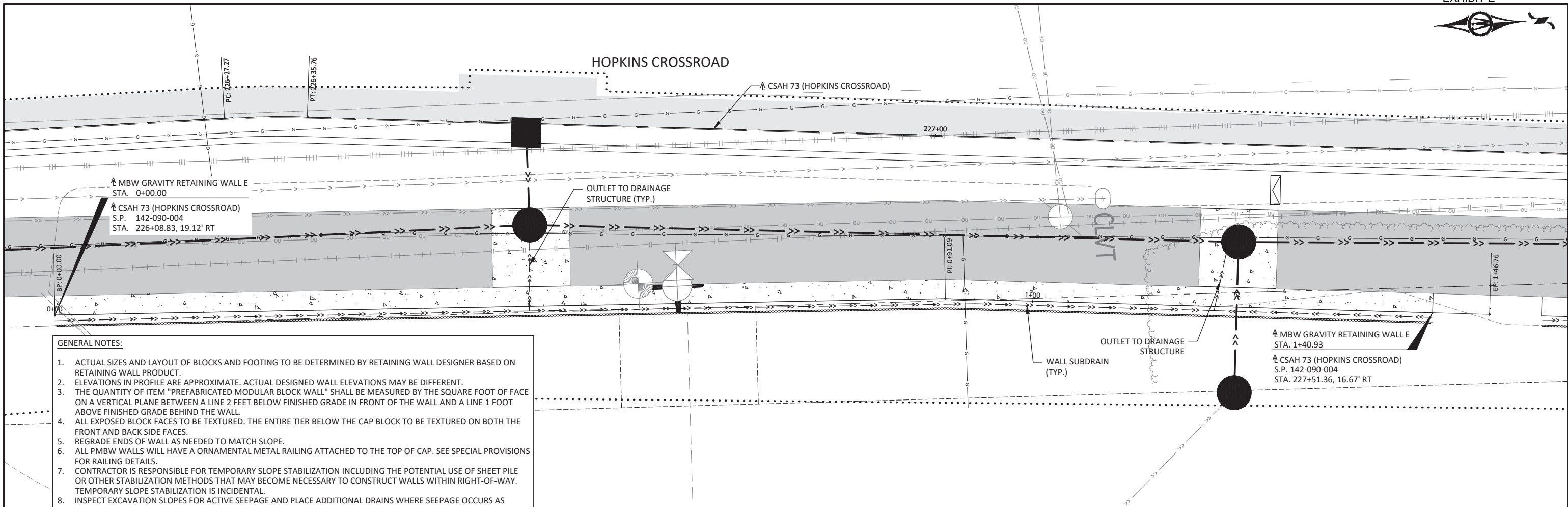
EXHIBIT E
Retaining Wall Ownership and Maintenance Responsibilities

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Exhibit E

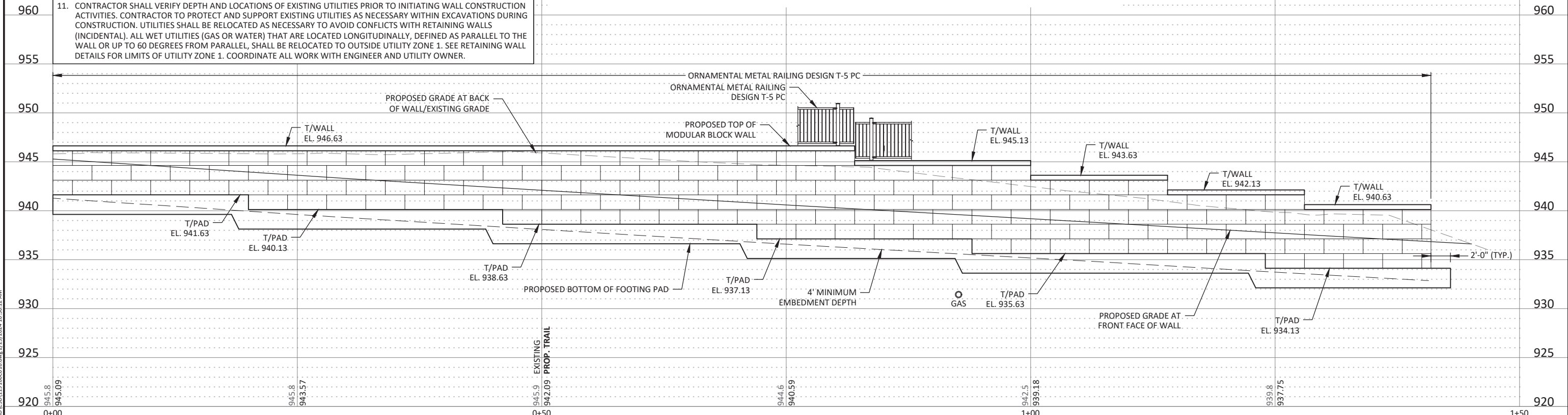
Retaining Wall Ownership and Maintenance

Retaining Wall	Roadway	Ownership	Critical to County Facility	Exceeds 4' of height above grade	Maintenance Responsibility
Wall E	CSAH 73/Hopkins Crossroad	City	No	Yes	County
Wall F	CSAH 73/Hopkins Crossroad	City	No	Yes	County
Wall G	CSAH 73/Hopkins Crossroad	City	No	No	City
Wall H	CSAH 73/Hopkins Crossroad	City	No	Yes	County
Wall I	Hillside Ln. W	City	No	N/A	City

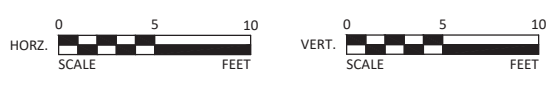


- GENERAL NOTES:**
1. ACTUAL SIZES AND LAYOUT OF BLOCKS AND FOOTING TO BE DETERMINED BY RETAINING WALL DESIGNER BASED ON RETAINING WALL PRODUCT.
 2. ELEVATIONS IN PROFILE ARE APPROXIMATE. ACTUAL DESIGNED WALL ELEVATIONS MAY BE DIFFERENT.
 3. THE QUANTITY OF ITEM "PREFABRICATED MODULAR BLOCK WALL" SHALL BE MEASURED BY THE SQUARE FOOT OF FACE ON A VERTICAL PLANE BETWEEN A LINE 2 FEET BELOW FINISHED GRADE IN FRONT OF THE WALL AND A LINE 1 FOOT ABOVE FINISHED GRADE BEHIND THE WALL.
 4. ALL EXPOSED BLOCK FACES TO BE TEXTURED. THE ENTIRE TIER BELOW THE CAP BLOCK TO BE TEXTURED ON BOTH THE FRONT AND BACK SIDE FACES.
 5. REGRADE ENDS OF WALL AS NEEDED TO MATCH SLOPE.
 6. ALL PMBW WALLS WILL HAVE AN ORNAMENTAL METAL RAILING ATTACHED TO THE TOP OF CAP. SEE SPECIAL PROVISIONS FOR RAILING DETAILS.
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PMBW GRAVITY RETAINING WALL E PROFILE



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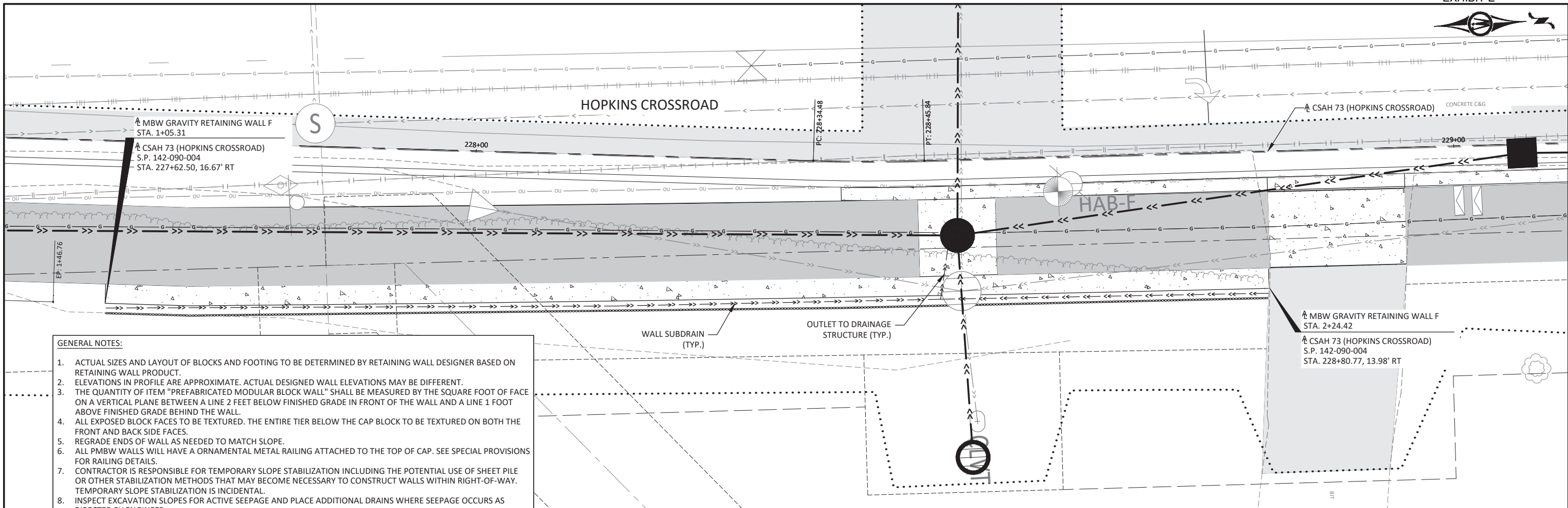


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 WALL E

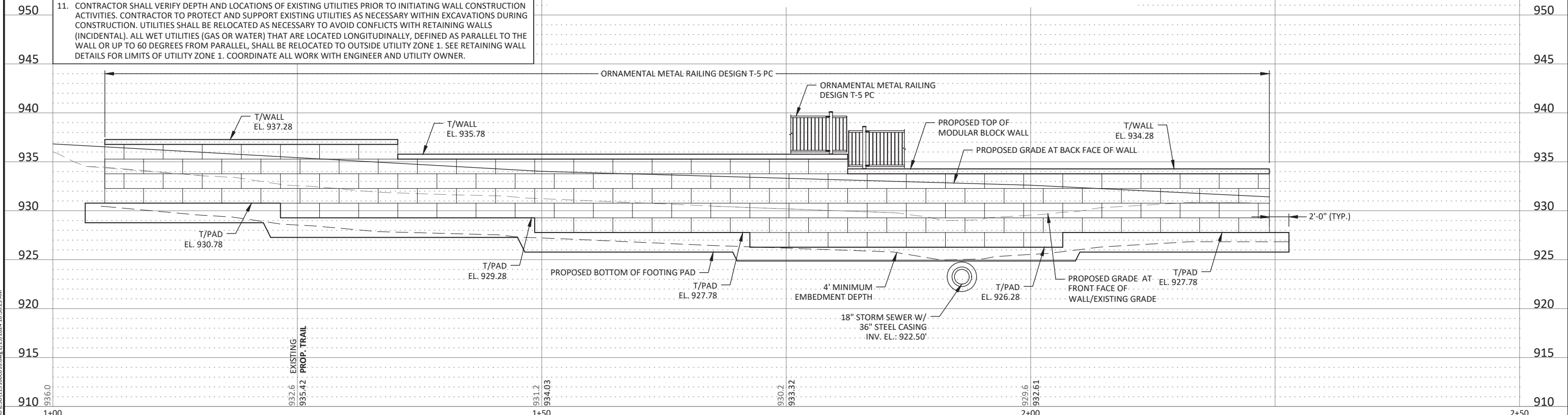
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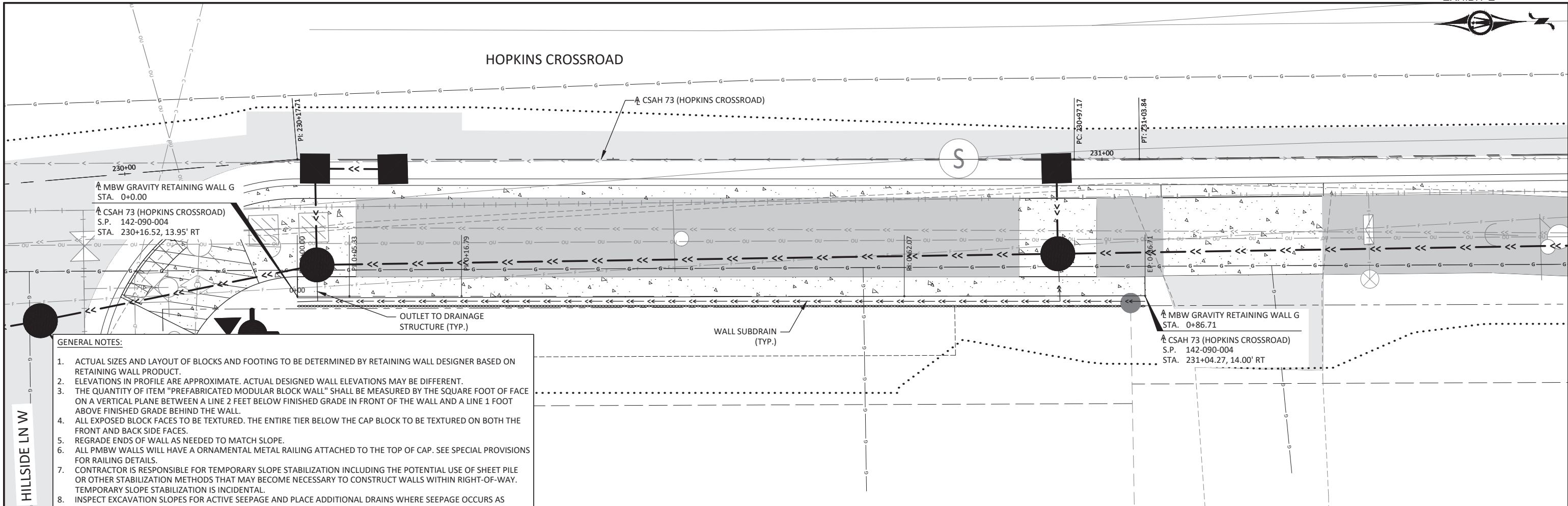
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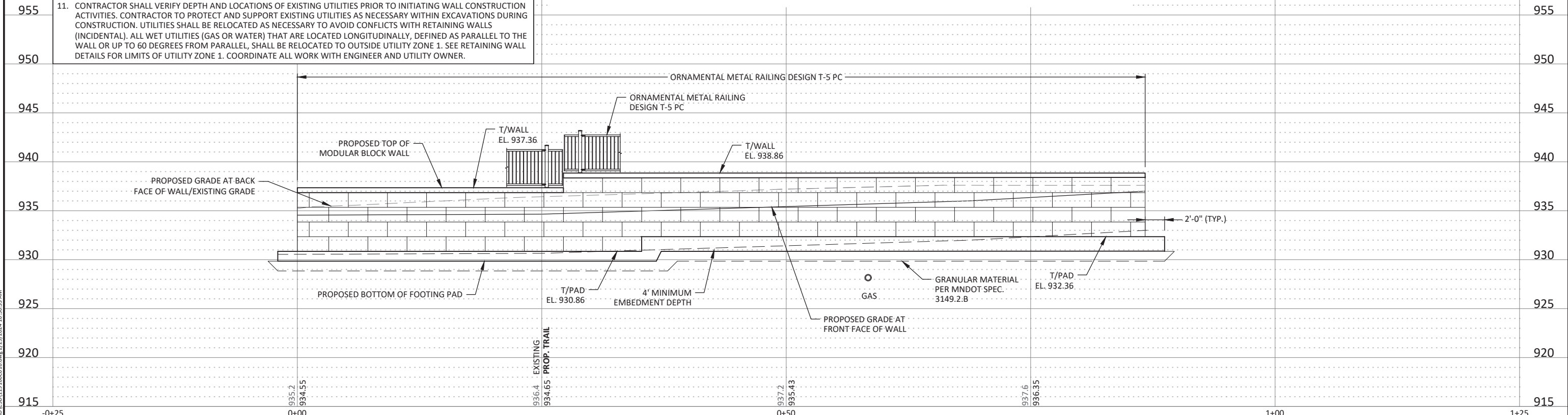
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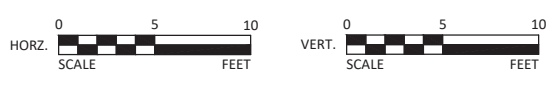
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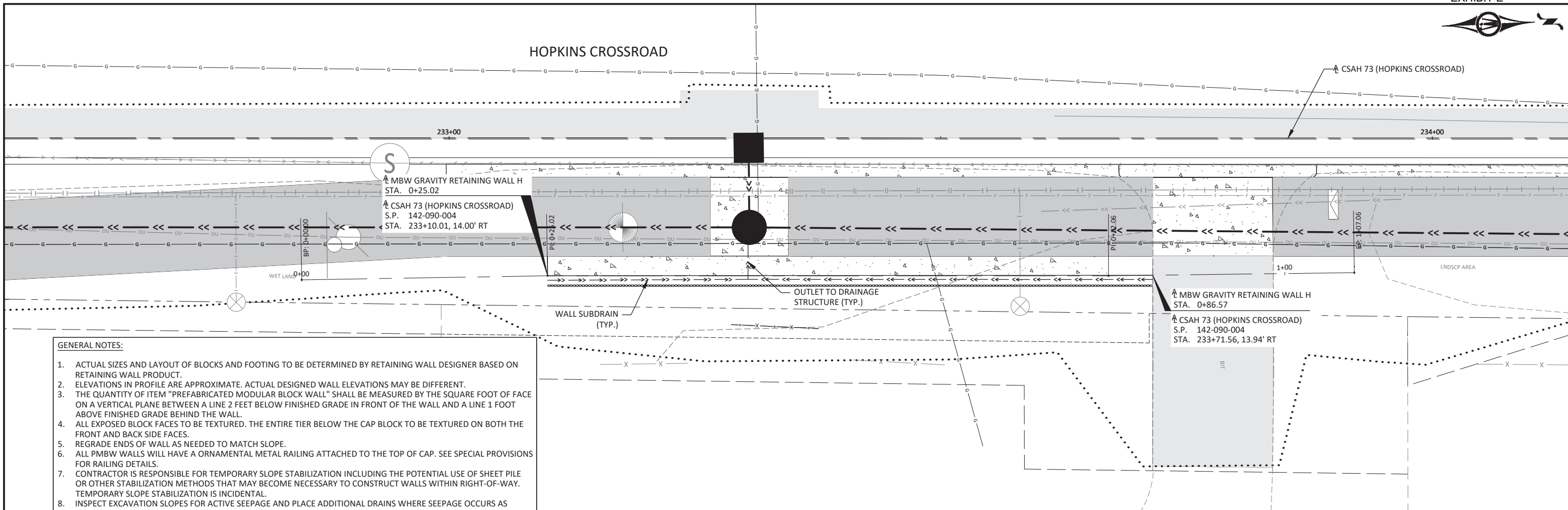


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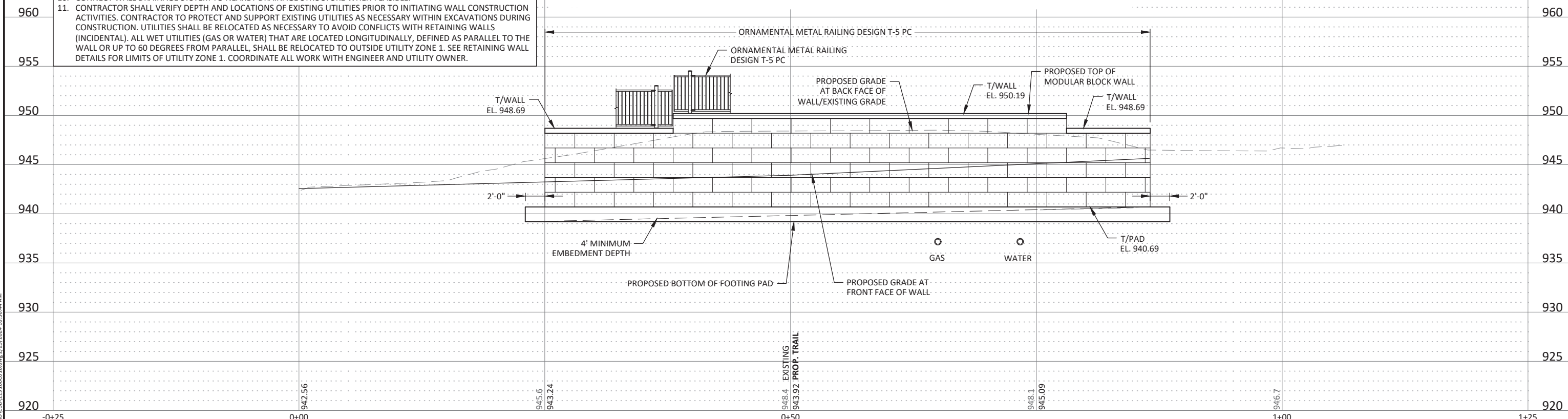
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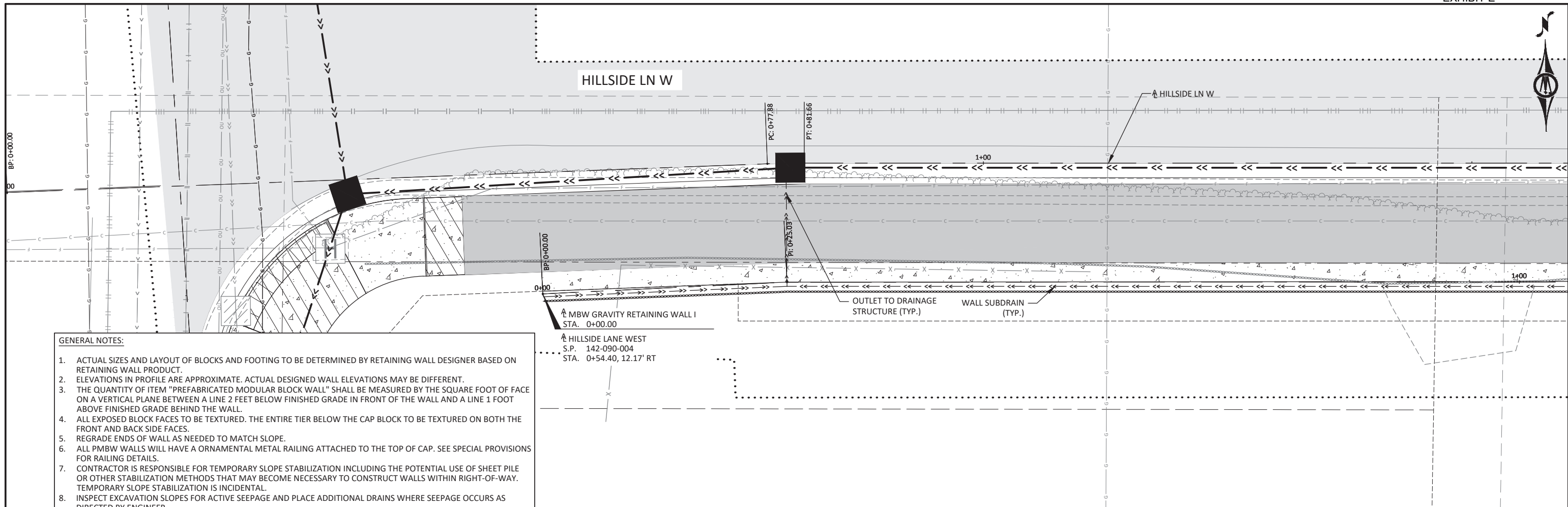
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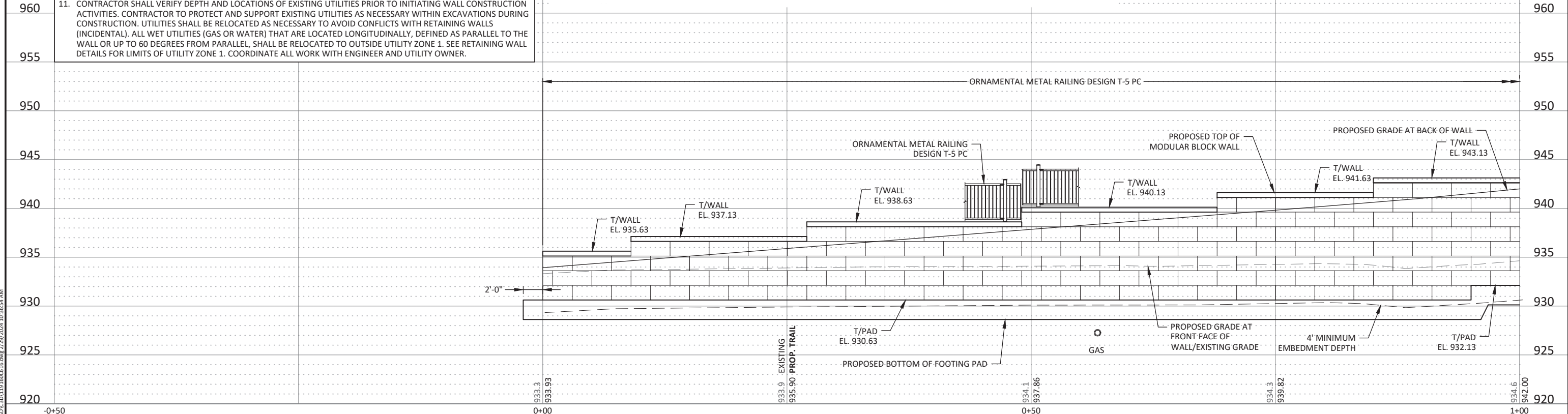
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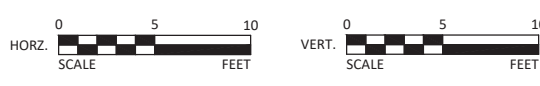
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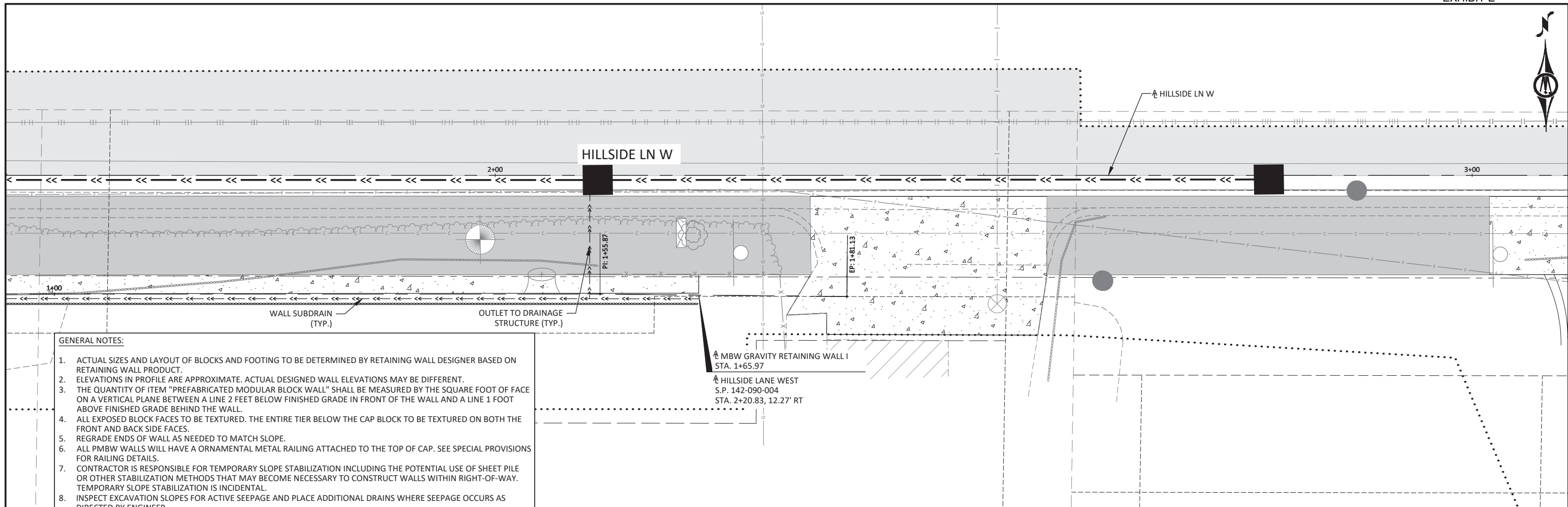
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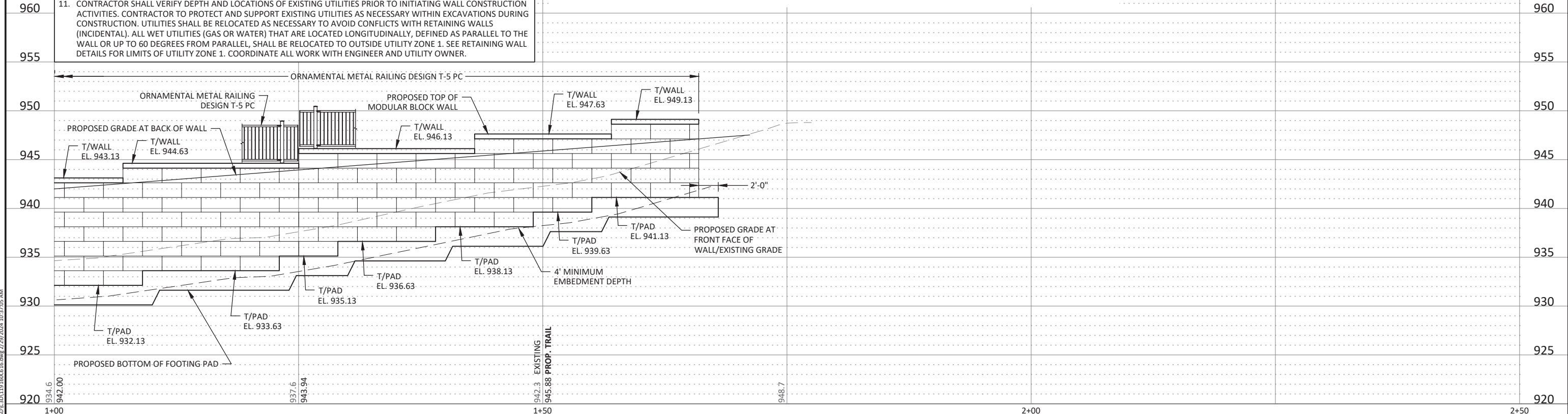
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MODULAR BLOCK RETAINING WALL										
ROADWAY	WALL	STATION TO STATION			LOCATION	2106	2411	2451	2451	2475
						GRANULAR EMBANKMENT (CV)	PREFABRICATED MODULAR BLOCK WALL (P)	STRUCTURE EXCAVATION CLASS U	STRUCTURAL BACKFILL	ORNAMENTAL METAL RAILING DESIGN T-5 PC
					CU YD	SQ FT	CU YD	CU YD	LIN FT	
C.S.A.H. 73 AND HILLSIDE LANE WEST - SP 142-090-004										
CSAH 73	WALL E	226+08.83	TO	227+51.36	RT	0	827	204	33	143
	WALL F	227+62.50	TO	228+80.77	RT	0	675	88	27	118
	WALL G	230+16.52	TO	231+04.27	RT	29	389	98	14	88
	WALL H	233+10.01	TO	233+71.56	RT	0	423	111	18	62
HILLSIDE LN. W	WALL I	0+54.40	TO	2+20.83	RT	0	1221	131	57	166
TOTALS:						29	3611	645	152	577

QUANTITY NOTES:

'(P)' DENOTES PLAN QUANTITY PAY ITEM AS PER MNDOT SPEC. 1901.

GENERAL PREFABRICATED MODULAR BLOCK WALL NOTES:

ALL DRAINAGE ITEMS TO BE INCLUDED IN PRICE BID FOR ITEM "PREFABRICATED MODULAR BLOCK WALL".

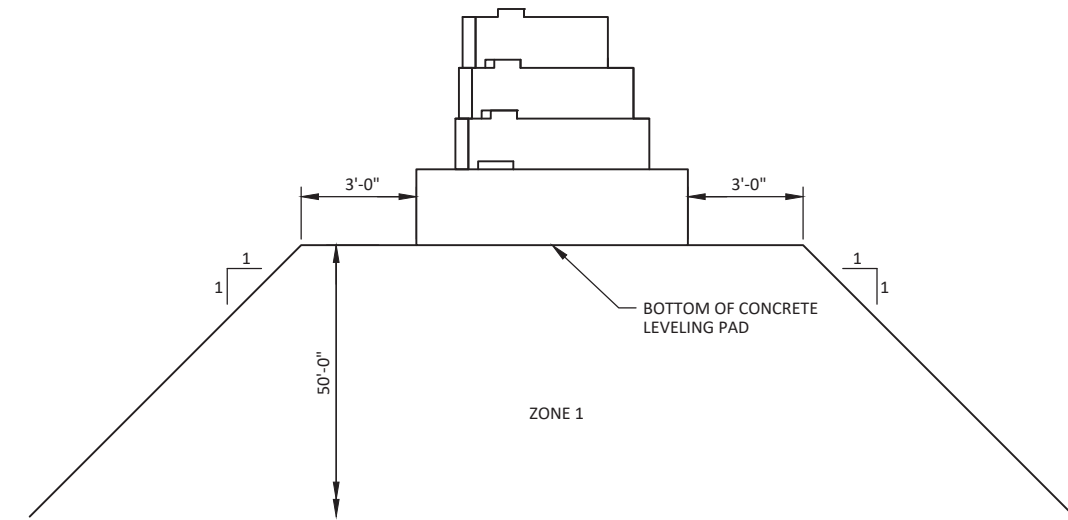
CAP BLOCK SHALL BE APPROXIMATELY 6" TO 8" IN HEIGHT.

4" DIAMETER T.P. PERFORATED PIPE PER MNDOT SPEC. 3245. WRAP WITH TYPE 1 GEOTEXTILE PER MNDOT 3733. INSTALLATION PER MNDOT 2502. CONNECT TO DRAINAGE SYSTEM OR OUTLET THROUGH WALL USING 6" T.P. NON-PERFORATED PIPE WITH RODENT SCREEN. ALL WORK INCIDENTAL.

COARSE FILTER AGGREGATE PER MNDOT SPEC. 3149.2.H TO BE INCLUDED IN BID PRICE FOR ITEM "PREFABRICATED MODULAR BLOCK WALL".

MINIMUM HEIGHT AND DEPTH OF BLOCKS SHALL BE 16" AND 24" RESPECTIVELY. ALL FACES OF BLOCKS EXPOSED IN THE FINAL CONDITION SHALL HAVE TEXTURE.

SEE EXISTING CONDITION PLANS FOR EXISTING UTILITIES IN THE VICINITY OF THE WALL.



UTILITY ZONE DESIGNATIONS (GRAVITY PMBW RETAINING WALL)

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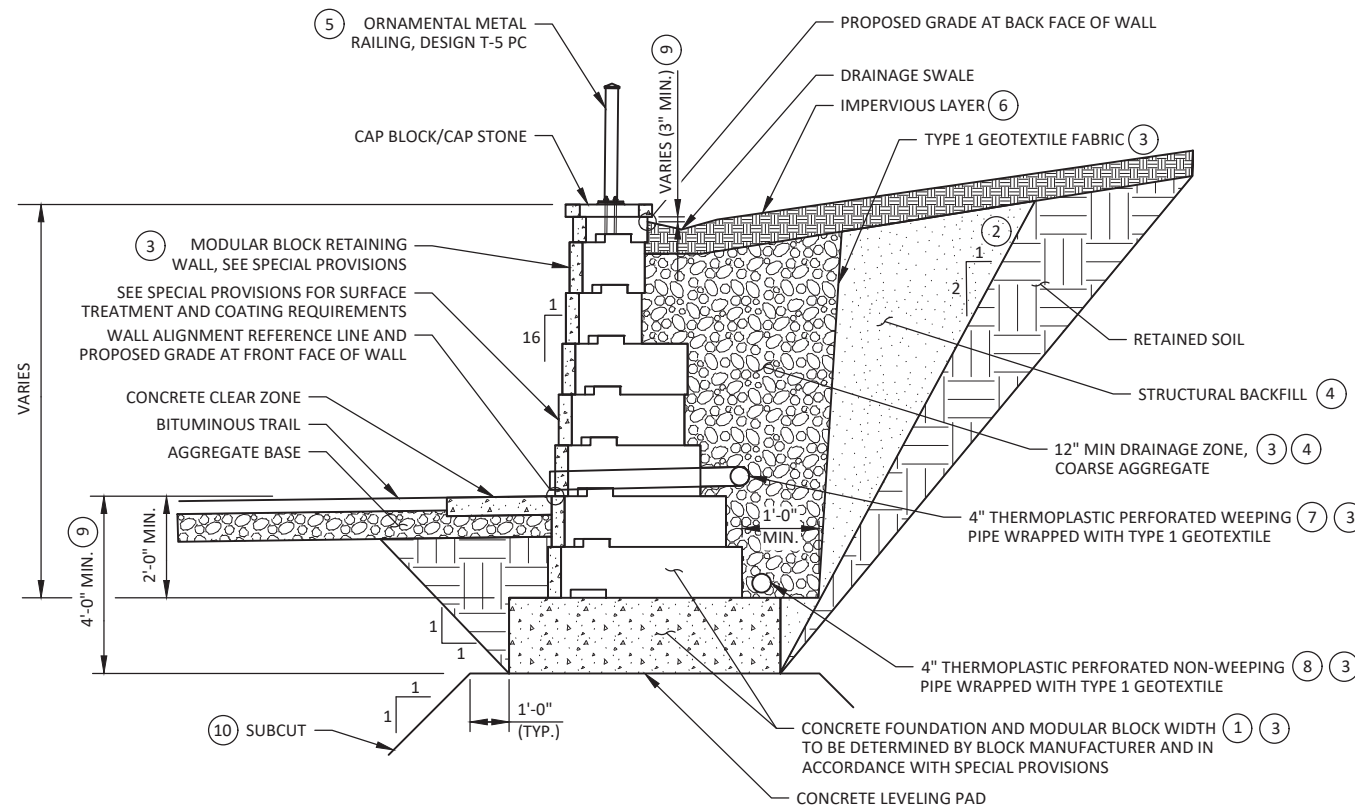
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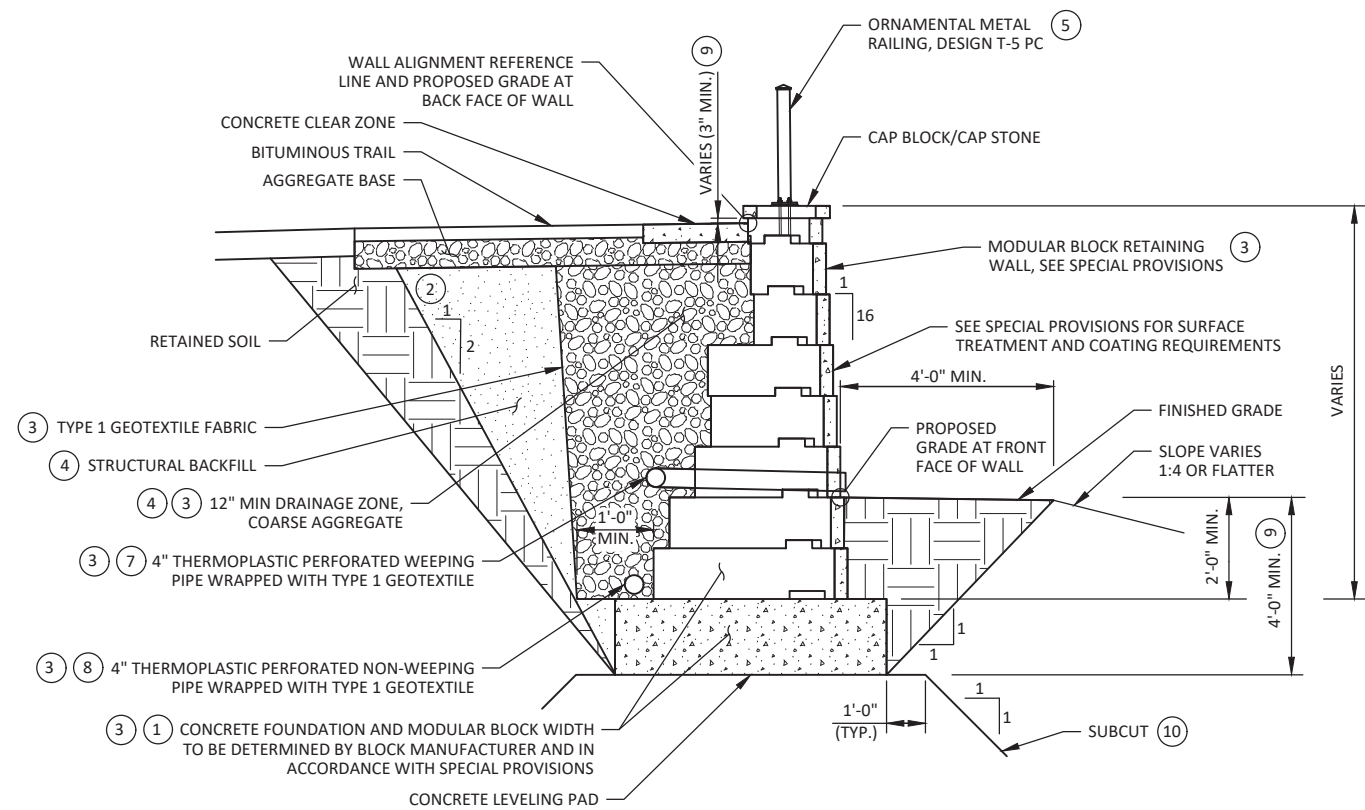
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RETAINING WALL PLAN & PROFILE
 REINFORCEMENT WALL DETAILS

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TYPICAL MODULAR BLOCK CUT WALL (PMBW)-GRAVITY WALL (WALL E, G, H & J)

NOT TO SCALE



TYPICAL MODULAR BLOCK FILL WALL (PMBW)-GRAVITY WALL (WALL F & I)

NOT TO SCALE

NOTES:

- 1 DIMENSION MAY VARY DEPENDING ON ACTUAL MODULAR BLOCK MANUFACTURER. CENTER WALL ON FOOTING. FOOTING TO BE INCLUDED IN PRICE BID FOR ITEM "PREFABRICATED MODULAR BLOCK WALL" (FOOTING AREA IS NOT MEASURED OR INCLUDED IN PAYMENT QUANTITY).
- 2 LINE REPRESENTS THE MINIMUM EXCAVATION LIMITS AND THE PAY LIMITS FOR STRUCTURE EXCAVATION CLASS U AND EMBANKMENT AND IS NOT MEANT TO BE ACTUAL EXCAVATION LIMITS. ACTUAL EXCAVATION LIMITS SHALL BE DETERMINED BY THE CONTRACTOR BASED ON EXISTING SOIL CHARACTERISTICS AND OSHA SAFETY REQUIREMENTS. EXCAVATION AND EMBANKMENT BEYOND THE PAY LIMIT LINE IS INCIDENTAL.
- 3 TO BE INCLUDED IN PRICE BID FOR ITEM "PREFABRICATED MODULAR BLOCK WALL".
- 4 MATERIAL SHALL MEET "REINFORCED AND BACKFILL SOIL" REQUIREMENTS IN PROJECT PMBW SPECIAL PROVISIONS.
- 5 RAILING TO BE ATTACHED TO CENTER OF CAP. ALL WORK ASSOCIATED WITH ATTACHING THE RAILING TO THE CAP TO BE INCLUDED IN PRICE BID FOR ITEM "ORNAMENTAL METAL RAILING DESIGN T-5 PC".
- 6 IMPERVIOUS LAYER MAY BE 6" CLAY OR IMPERVIOUS GEOMEMBRANE (20 MIL OR THICKER). TO BE INCLUDED IN PRICE BID FOR ITEM "PREFABRICATED MODULAR BLOCK WALL".
- 7 CONSTRUCT PIPE ONLY IF WALL MANUFACTURER SPECIFICATIONS CALL FOR IT AND THE LOWER NON-WEEPING PIPE CANNOT TIE INTO A DRAINAGE SYSTEM.
- 8 DO NOT CONSTRUCT IF WEEPING PIPE IS PLACED.
- 9 THE BID ITEM "PREFABRICATED MODULAR BLOCK WALL" INCLUDES 1'-0" ABOVE PROPOSED GRADE AT BACK FACE OF WALL AND 2'-0" BELOW PROPOSED GRADE AT FRONT FACE OF WALL. NO ADJUSTMENT WILL BE MADE TO COMPENSATE FOR VARIATIONS REQUIRED TO ACCOMMODATE ACTUAL BLOCK PLACEMENT. INCLUDES CAP BLOCK IF SPECIFIED.
- 10 SUBCUT BELOW LEVELING PAD AS REQUIRED BY FIELD GEOTECHNICAL ENGINEER, SEE WALL PROFILES FOR ANTICIPATED LIMITS. ALL WORK ASSOCIATED WITH PLACING AND COMPACTING SUBCUT MATERIAL SHALL BE INCLUDED IN PRICE BID FOR ITEM "GRANULAR EMBANKMENT (CV)", EXCEPT EXCAVATION WHICH IS CONSIDERED INCIDENTAL.

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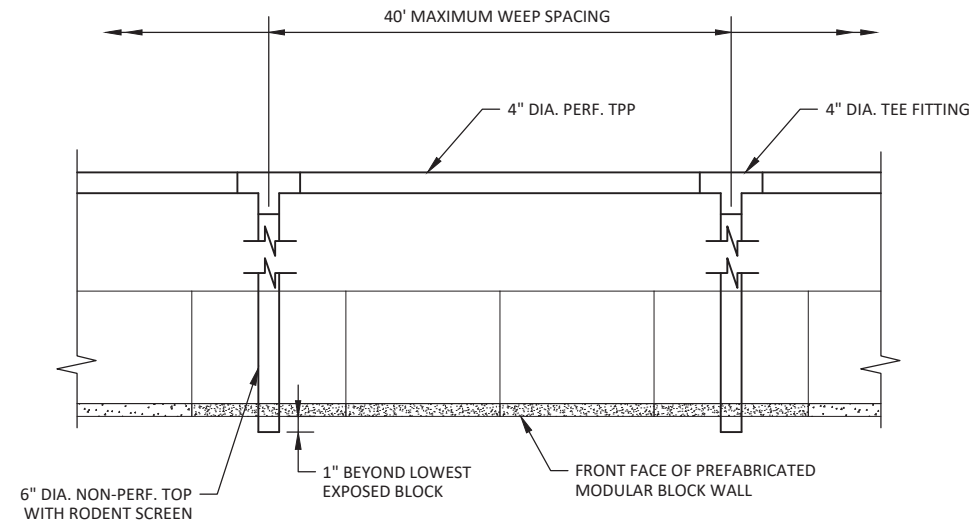
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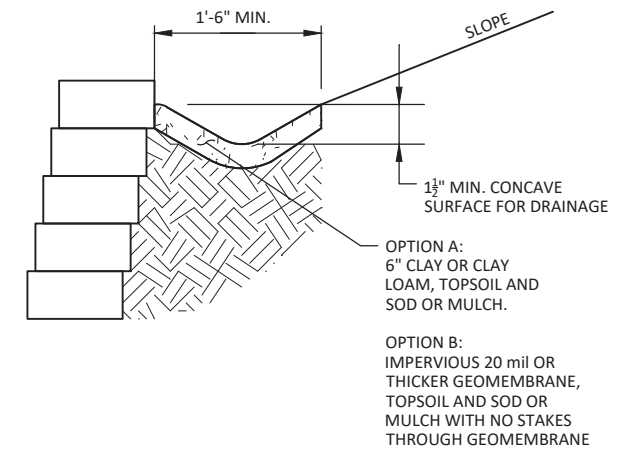
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WEEPING WALL DRAINAGE DETAIL
NOT TO SCALE

NOTE:

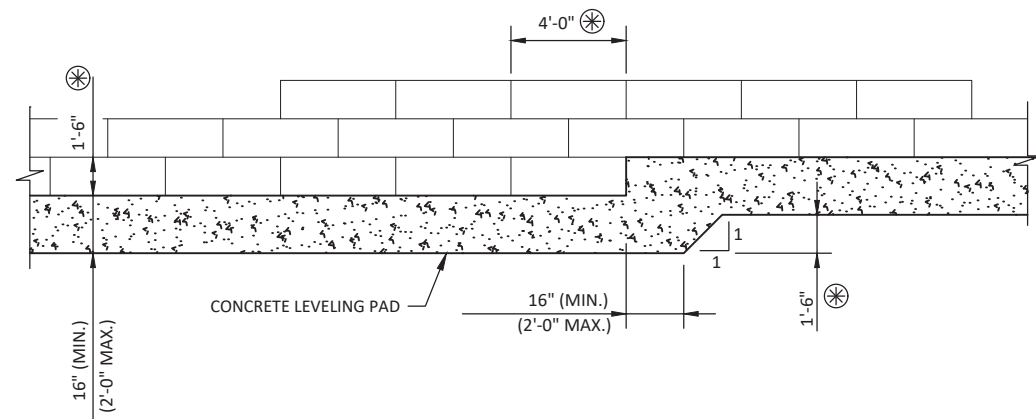
1. USE THIS DETAIL IF WALL DRAINAGE CANNOT TIE INTO A DRAINAGE SYSTEM.



TYPICAL DRAINAGE SWALE DETAIL
NOT TO SCALE

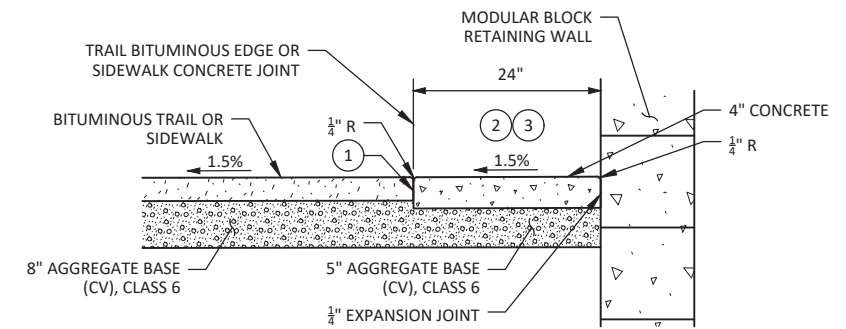
NOTE:

1. EXACT DIMENSIONS TO BE DETERMINED BY WALL MANUFACTURER BASED ON SITE REQUIREMENTS.



WALL BASE STEP DETAIL
NOT TO SCALE

⊗ DIMENSIONS MAY VARY DEPENDING ON ACTUAL BLOCK MANUFACTURER.



CONCRETE MAINTENANCE STRIP BETWEEN SIDEWALK/TRAIL AND RETAINING WALL
NOT TO SCALE

NOTES:

- 1 FOR TRAIL SECTION, APPLY TACK COAT ON SIDE WALL OF CONCRETE BEFORE BITUMINOUS PLACEMENT (INCIDENTAL)
- 2 ALL LONGITUDINAL JOINTS SHALL BE TROWELED WHILE THE RATIO OF TRANSVERSE JOINT SPACING TO LONGITUDINAL SPACING SHOULD NOT EXCEED 1.5
- 3 PAID FOR AS 6" CONCRETE WALK

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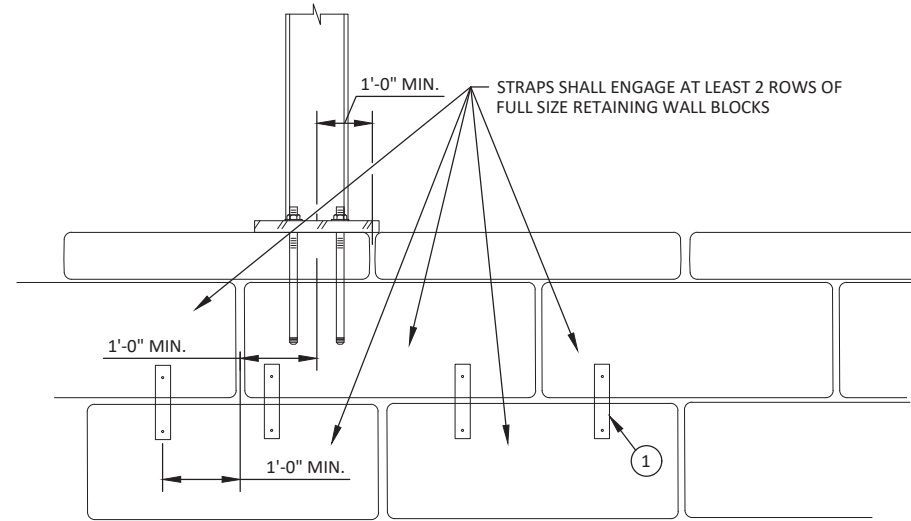
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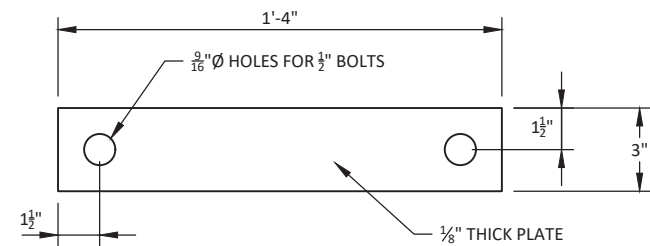
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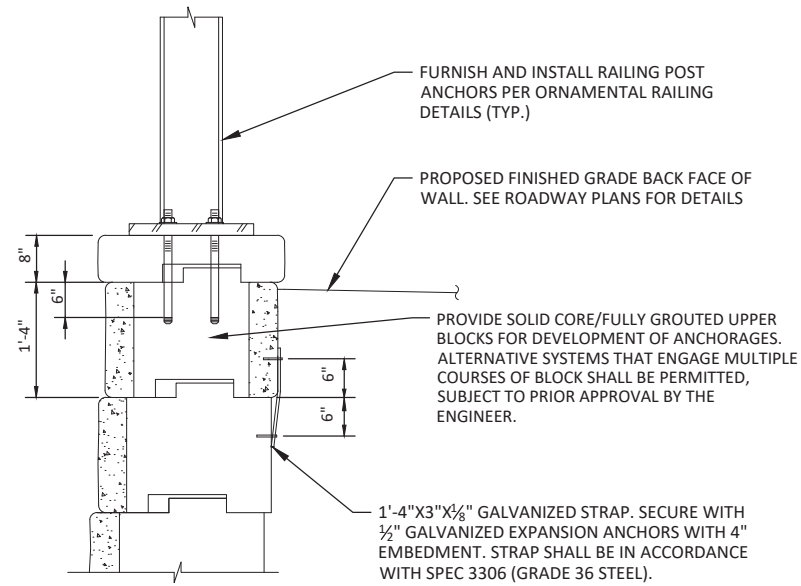
RETAINING WALL BLOCK STRAP DETAIL



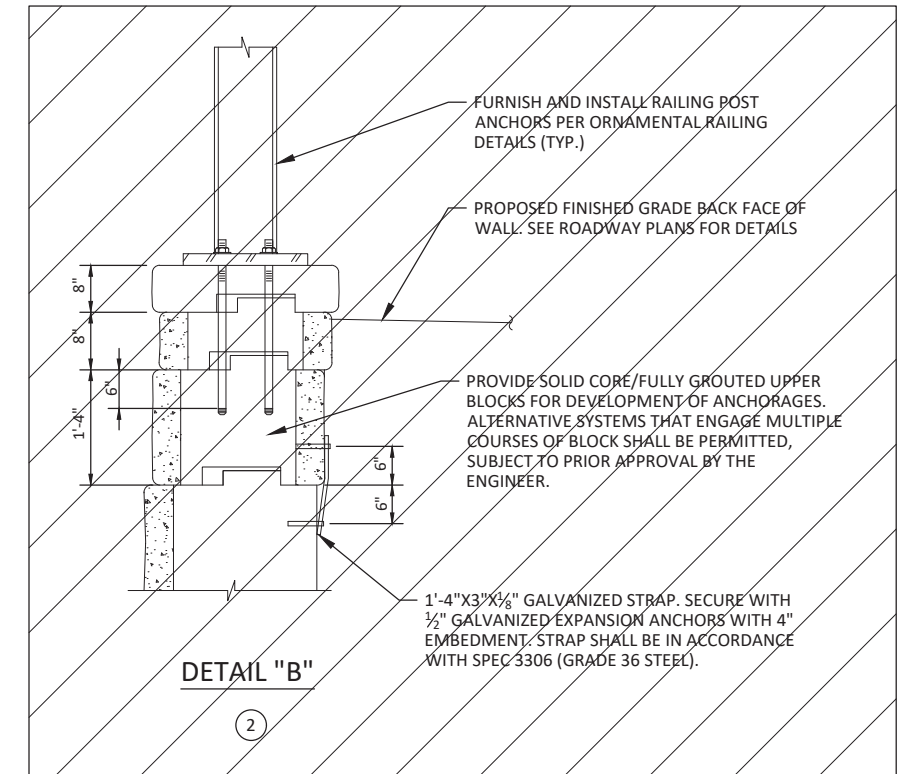
ANCHOR STRAP DETAIL

NOTES:

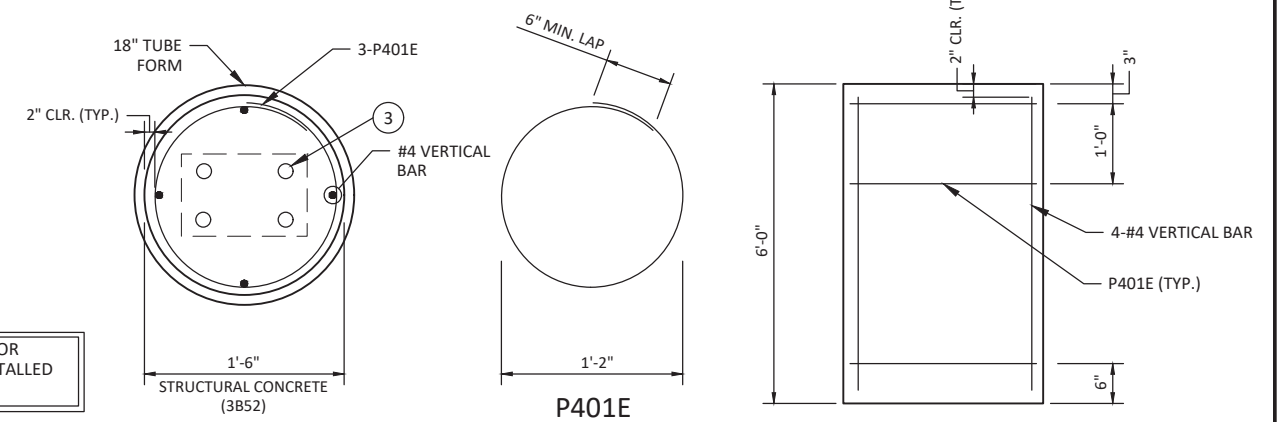
- ① STRAPS TO ENGAGE A MINIMUM OF 5 PMBW UNITS AT EACH FENCEPOST LOCATION. PAYMENT FOR LABOR AND ALL MATERIALS NECESSARY FOR STRAP FURNISHING AND PLACEMENT TO BE INCLUDED IN ITEM "PREFABRICATED MODULAR BLOCK WALL".
- ② BLOCK DIMENSIONS ASSUMED. VARIATIONS IN ACTUAL BLOCK SIZE FURNISHED MAY REQUIRE MODIFICATION TO STRAP FROM DIMENSIONS AND SHAPE SHOWN. STRAP SHALL BE CAPABLE OF TRANSFERRING A FACTORED LOAD OF 2.2 KIPS (LRFD). MODIFICATION IF NEEDED SHALL BE PROPOSED AND FURNISHED BY CONTRACTOR AT NO ADDITIONAL COST INCLUDING ALL COSTS FOR MATERIAL AND LABOR.



DETAIL "A"



DETAIL "B"



DETAILS NOT APPLICABLE FOR ORNAMENTAL RAILING INSTALLED ATOP RETAINING WALLS.

PLAN

ELEVATION

STRUCTURAL CONCRETE = 0.373 CY/POST

PAYMENT IN FULL FOR ALL MATERIALS AND WORK ASSOCIATED WITH CONSTRUCTING CONCRETE POST. SHALL BE INCLUDED IN PRICE BID FOR 'ORNAMENTAL METAL RAILING DESIGN T-5 PC'.

ALTERNATIVE WELDED WIRE MESH REINFORCEMENT CAGE OF EQUIVALENT TOTAL AREA SHALL BE PERMITTED.

- ③ ADHESIVE ANCHORAGE WITH 5/8" DIA. ANCHOR ROD IN ACCORDANCE WITH MNDOT SPEC. 3385, TYPE A OR B WITH HEX NUT AND WASHER. PROVIDE AN ADHESIVE WITH A MINIMUM CHARACTERISTIC BOND STRENGTH IN UNCRACKED CONCRETE OF 1.5 KSI. EMBED THE ANCHORAGE NO LESS THAN 8" REGARDLESS OF CHARACTERISTIC BOND STRENGTH. DRILL THROUGH REINFORCEMENT (IF ENCOUNTERED) TO ACHIEVE MINIMUM EMBEDMENT. ENSURE HEX NUT IS IN CONTACT WITH THE ADJACENT SURFACE AND TORQUE TO 60 FT-LBS UNLESS A HIGHER TORQUE IS RECOMMENDED BY THE MANUFACTURER. PROOF LOAD TO 8.8 KIPS. REFER TO THE APPROVED/QUALIFIED PRODUCTS LIST AND THE SPECIAL PROVISIONS FOR ADDITIONAL REQUIREMENTS.

CONCRETE POST DETAILS-EMBANKMENT PROTECTION

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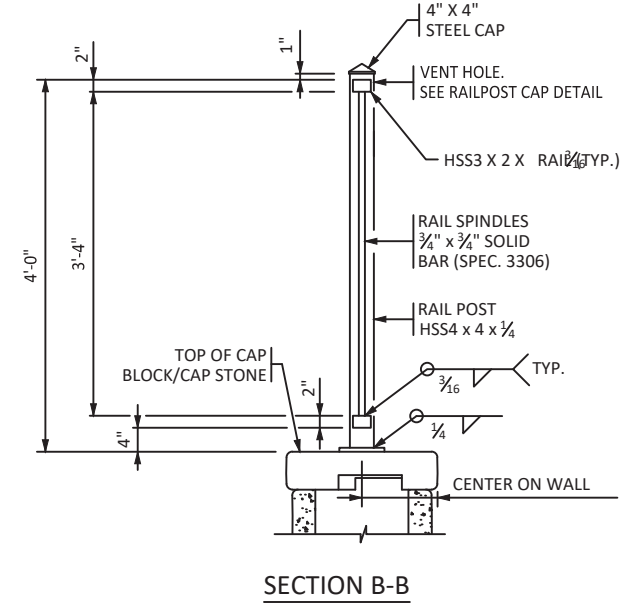
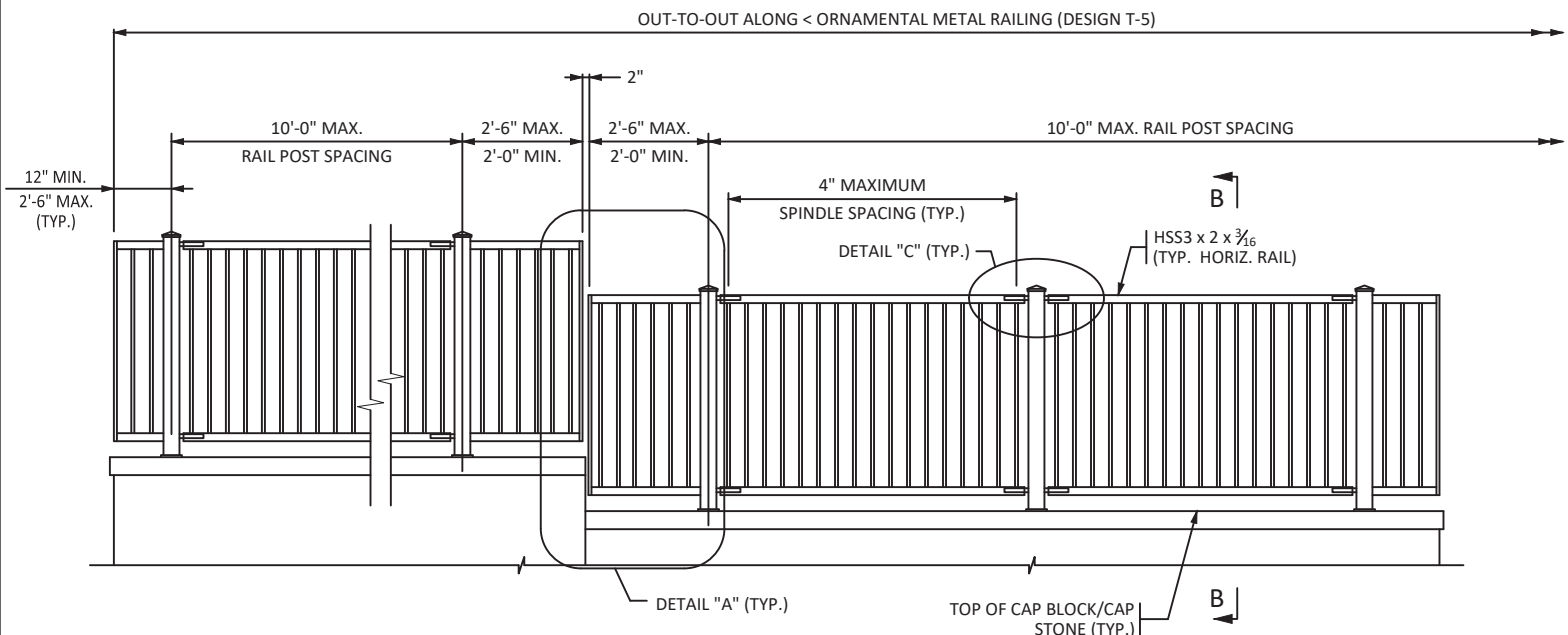


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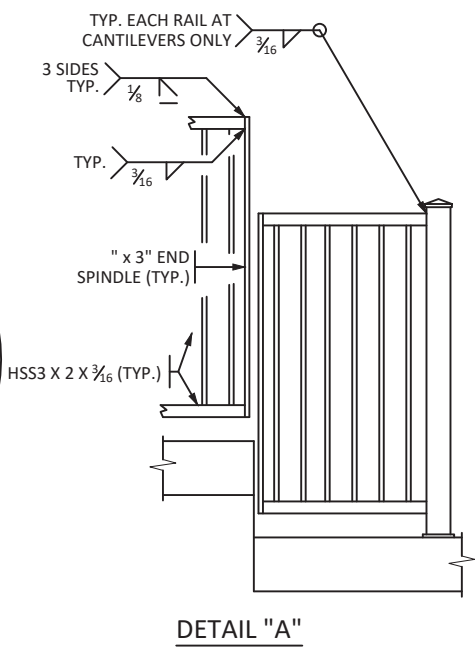
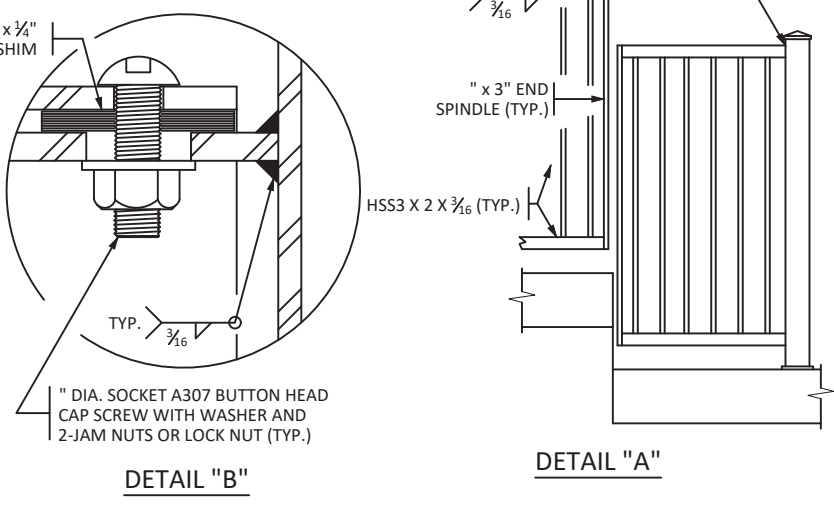
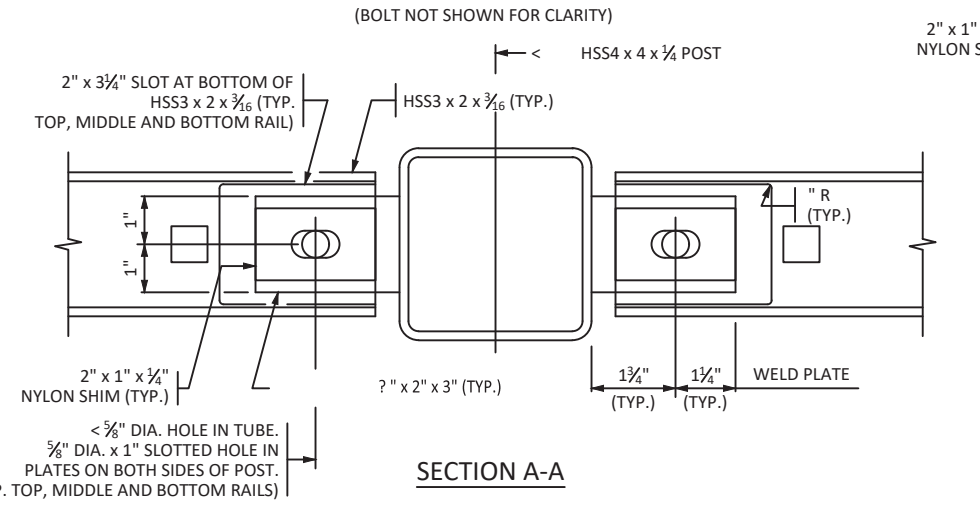
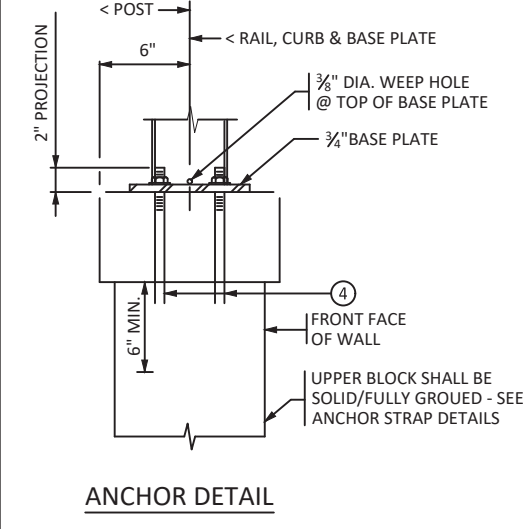
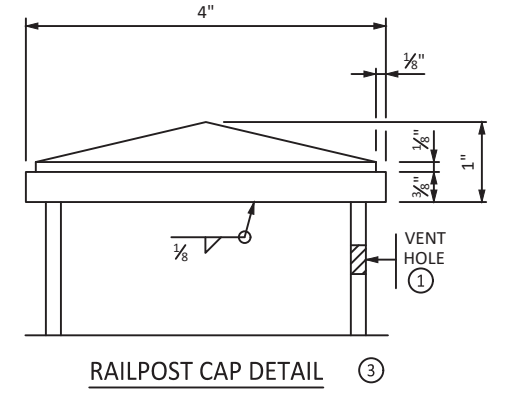
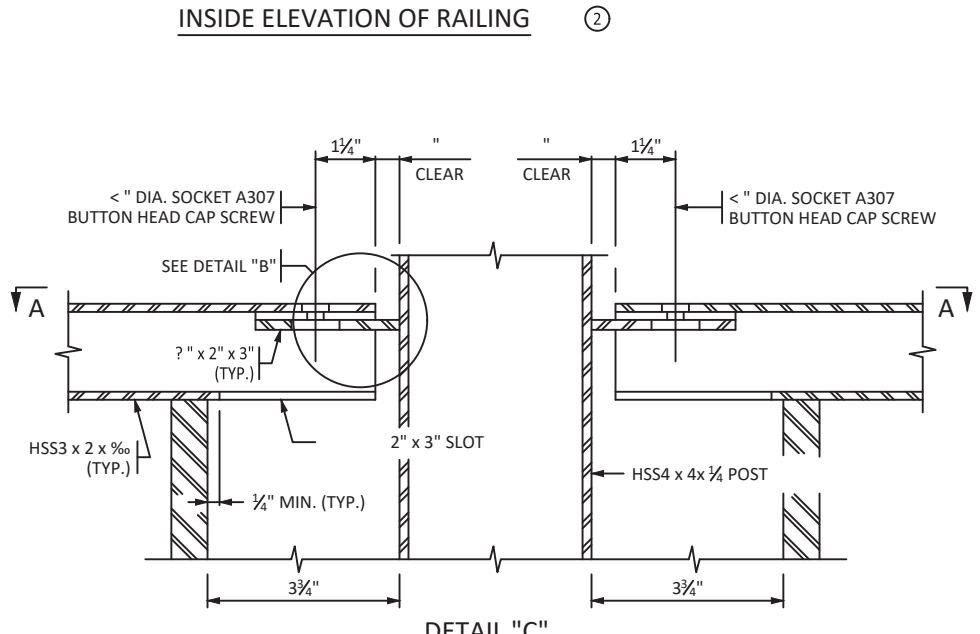
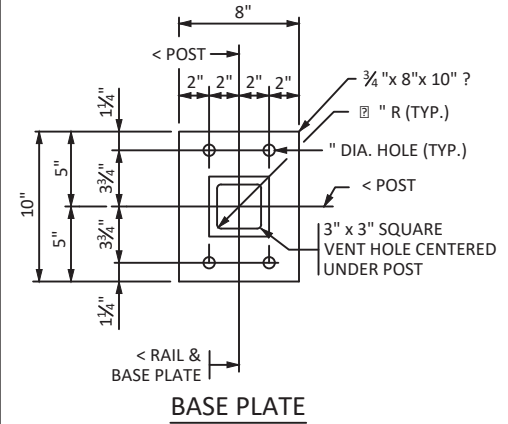
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GENERAL NOTES

- CONTINUOUSLY GROUND ALL METAL RAILINGS; SEE THE SPECIAL PROVISIONS. REFER TO THE ELECTRICAL PLANS AND ELECTRICAL SPECIAL PROVISIONS FOR DETAILS REGARDING BONDING MULTIPLE ELECTRICAL GROUNDING SYSTEMS.
- PROVIDE A500, GRADE B STRUCTURAL STEEL TUBING (HSS) IN THE RAIL CONFORMING TO SPEC. 3361. PROVIDE ALL OTHER STEEL IN ACCORDANCE WITH SPEC. 3306.
- GALVANIZE BOLTS, NUTS, WASHERS AND ANCHORS IN ACCORDANCE WITH SPEC. 3392. GALVANIZE ALL OTHER STRUCTURAL STEEL IN ACCORDANCE WITH SPEC. 3394, AFTER FABRICATION.
- REFER TO SPEC. 2475 AND THE SPECIAL PROVISIONS FOR COATING AND OTHER REQUIREMENTS NOT INCLUDED ON THIS SHEET.
- INSTALL RAIL POSTS AND SPINDLES PLUMB.
- CURVE HORIZONTAL RAILS WHERE APPLICABLE AND PLACE RAILS PARALLEL TO THE EDGE OF SIDEWALK PROFILE.
- DRILL 1" DIA. MAX. VENT HOLES ON THE UNDERSIDE OF RAIL TUBES AS NECESSARY TO FACILITATE GALVANIZING.
- 1 DRILL VENT HOLE IN THE RAIL POST WITHIN 2" OF THE UNDERSIDE OF THE CAP, ON THE NON-TRAFFIC SIDE OF THE POST AS NECESSARY TO FACILITATE GALVANIZING. MAXIMUM HOLE SIZE IS 1" DIA.
 - 2 SEE ANCHOR STRAP DETAILS FOR ADDITIONAL REQUIREMENTS.
 - 3 PROVIDE A PYRAMID TOP STYLE STEEL CAP WELDED TO TOP OF POST WITH A SURFACE FINISH OF 1000 MICRO-INCH, OR SMOOTHER, PRIOR TO GALVANIZING.
 - 4 ADHESIVE ANCHORAGE WITH 5/8" DIA. ANCHOR ROD IN ACCORDANCE WITH SPEC. 3385, TYPE A OR B WITH HEX NUT AND WASHER. PROVIDE AN ADHESIVE WITH A MINIMUM CHARACTERISTIC BOND STRENGTH IN UNCRACKED CONCRETE OF 1.5 KSI. EMBED THE ANCHORAGE NO LESS THAN 8" REGARDLESS OF CHARACTERISTIC BOND STRENGTH. DRILL THROUGH REINFORCEMENT (IF ENCOUNTERED) TO ACHIEVE MINIMUM EMBEDMENT. ENSURE HEX NUT IS IN CONTACT WITH THE ADJACENT SURFACE AND TORQUE TO 60 FT-LBS UNLESS A HIGHER TORQUE IS RECOMMENDED BY THE MANUFACTURER. PROOF LOAD TO 8.8 KIPS. REFER TO THE APPROVED/QUALIFIED PRODUCTS LIST AND THE SPECIAL PROVISIONS FOR ADDITIONAL REQUIREMENTS.



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