



STAFF REPORT

DATE: March 16, 2021

REGULAR

AGENDA ITEM: Approve Cooperative Agreements for the Trunk Highway (TH) 36 and Manning Avenue (CSAH15) Interchange Project

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Marty Powers, Public Works Director
Chad Isakson, Assistance City Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve the Cooperative Cost Share and Cooperative Maintenance Agreements with Washington County for the Trunk Highway (TH) 36 and Manning Avenue (CSAH 15) Interchange Project?

BACKGROUND: Washington County intends to construct a grade separated interchange at the intersection of Trunk Highway (TH) 36 and Manning Avenue (CSAH 15) to improve safety, capacity, and operation of the intersection, the TH 36 corridor and the surrounding area. The project requires the realignment and reconstruction of Linden Avenue North (the entrance to the Sanctuary development in Lake Elmo) that will result in a “stop” condition intersection while yielding to the traffic from the proposed high density and commercial development that is planned in Stillwater Township/future City of Stillwater. A significant part of the project includes a temporary by-pass roadway to provide access to the Sanctuary development and the City’s water supply well during construction.

On January 19, 2021, the City Council approved a Resolution of Support for the preliminary design layout and supported the County’s efforts to proceed with the completion of the final design and plan review for the project.

PROPOSAL DETAILS/ANALYSIS: Washington County is requesting the City to enter into a Cooperative Cost Share Agreement and Cooperative Maintenance Agreement for the project. The purpose for the Agreements are to outline the cost participation requirements by the City and to address the respective ownership and maintenance responsibilities for the new improvements. Key elements of the agreements are as follows:

- The estimated cost share participation by Lake Elmo is \$301,700.19, after applying prorated Federal and State grants toward the City’s calculated construction cost participation amount of \$1,166,452.
- The City’s estimated cost share is not fixed. The agreement outlines the elements of the project that the City will be responsible for, the invoicing and payment terms, and indicate that the City share pay the actual costs incurred for those project elements.
- Upon completion of the project, the City shall own and maintain, without cost or expense to the County, all improvements constructed under this project within City Right of Way along Linden Avenue. This will include the trail and pedestrian ramps constructed along Linden Avenue, as well as the abandoned watermain line beneath Linden Avenue.

- Improvements within the City Right of Way along Manning Avenue are not included given that the City of Lake Elmo and City of Stillwater are expected to enter into an agreement in the future whereby Stillwater is responsible for the maintenance of retaining wall #3 and Lake Elmo will plow Manning Avenue south of the interchange.

City staff has prepared proposed revisions for both Agreements, along with two Resolutions for council consideration. For each Agreement, the staff proposed revisions are shown in red using track changes. The cost share agreement revisions eliminate the reference to the County Cost Participation Policy, provide clarifications to the process for the County to track and update the City cost share after project bidding and project completion, and establishes a requirement for the County to submit final payment to ensure that the project is closed out in a timely manner.

City staff also prepared proposed language, highlighted in yellow, for council consideration, should the City Council choose to place a cap, or NOT TO EXCEED amount, on the City cost participation. For this option, City staff allocated a 10% contingency over the County's current estimate. County staff does not support the City placing a cap on its cost share, however, the City did place a cap on the CSAH15 and CSAH 14 Realignment Project by Washington County and in the resolution for municipal consent for the CSAH 13/Ideal Avenue Phase 2 Project.

Revisions in the Agreement for placing a cap on the City cost share include the following:

- Section F.6.f. The total amount that the City will pay to Washington County is NOT TO EXCEED \$332,000 after Table 1 has been updated to reflect actual costs.
- Section G.1.b. During construction, the County shall submit to the City partial estimates of work performed by the contractor. The City shall pay to the County its share of the partial estimate as determined in Section F up to the NOT TO EXCEED amount of \$332,000.
- Section H. CONTRACT CHANGES. Any modifications or additions to the final approved plans and/or specifications of the Project shall be made part of the construction contract through a written amendment to the construction contract and the cost for such changes shall be appropriated as set forth in Section F. of this Agreement until the cost meets the NOT TO EXCEED limit set in Section 6.f.

Revisions proposed for the Cooperative Maintenance Agreement include minor clarifications.

FISCAL IMPACT: The County is requesting cost participation in the project by the City of Lake Elmo for the actual construction costs for specified project components and line items, plus a prorated share of the project engineering costs. The current estimated cost share participation by Lake Elmo is **\$301,700.19**. The actual cost share will be determined once the project is complete and the final costs are known.

The City's share of the costs, as assigned by the County, include the realignment and reconstruction of that portion of Linden Avenue North that resides within City right-of-way, including 100% of the costs to abandon the City's watermain at this intersection. In addition, the County has assigned 100% of the temporary by-pass roadway and 50% of retaining wall #3 (located in Lake Elmo City limits but supporting the portion of Manning Avenue owned and operated by Stillwater).

OPTIONS:

- 1) Approve Resolution 2021-032 Approving Cooperative Agreements with Washington County for the Trunk Highway (TH) 36 and Manning Avenue (CSAH 15) Interchange Project, including the provisions to cap the City cost participation at \$332,000.
- 2) Approve Resolution 2021-033 Approving Cooperative Agreements with Washington County for the Trunk Highway (TH) 36 and Manning Avenue (CSAH 15) Interchange Project, after removing the yellow highlighted provisions to cap the City cost participation at \$332,000.

- 3) Approve an amended Resolution, Approving Cooperative Agreements with Washington County for the Trunk Highway (TH) 36 and Manning Avenue (CSAH 15) Interchange Project, with amended provisions as identified by City Council.

RECOMMENDATION: Staff is recommending that the City Council approve a Resolution, approving Cooperative Agreements with Washington County for the Trunk Highway (TH) 36 and Manning Avenue (CSAH 15) Interchange Project, including the provisions to cap the City cost participation at \$332,000. The recommended motion for the action is as follows:

“Move to approve Resolution No. 2021-032 Approving Cooperative Agreements with Washington County for the Trunk Highway (TH) 36 and Manning Avenue (CSAH 15) Interchange Project, including the provisions to cap the City cost participation at \$332,000.”

ATTACHMENTS:

1. Resolution 2021.032, Approving Cooperative Agreements with Washington County for the Trunk Highway (TH) 36 and Manning Avenue (CSAH 15) Interchange Project, including the provisions to cap the City cost participation at \$332,000.
2. Resolution 2021.033, Approving Cooperative Agreements with Washington County for the Trunk Highway (TH) 36 and Manning Avenue (CSAH 15) Interchange Project, after removing the yellow highlighted provisions to cap the City cost participation at \$332,000.
3. Cooperative Cost Share Agreement No. 13753.
4. Cooperative Maintenance Agreement 13754.

**CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA**

RESOLUTION NO. 2021-032

**A RESOLUTION APPROVING COOPERATIVE AGREEMENTS WITH
WASHINGTON COUNTY FOR THE TRUNK HIGHWAY (TH) 36 AND
MANNING AVENUE (CSAH 15) INTERCHANGE PROJECT**

WHEREAS, Washington County intends to construct a roadway interchange at the intersection of Trunk Highway (TH) 36 and Manning Avenue, in which portions of the project are within the City of Lake Elmo, herein referred to as the “Project”; and

WHEREAS, the County and City agree to share in certain local costs included in the Project as detailed in the Cooperative Cost Share Agreement No. 13753; and

WHEREAS, upon completion of this project, the City shall own and maintain, without cost or expense to the County, all improvements constructed under this project within City Right of Way along Linden Avenue as detailed in the Cooperative Maintenance Agreement No. 13754; and

WHEREAS, a cooperative effort between the County and City is the appropriate method to facilitate the construction of these improvements, project cost sharing, and facilitate the maintenance of the items constructed by the Project; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

NOW, THEREFORE, BE IT RESOLVED,

1. That Cooperative Agreement 13753 for the project costs, in a NOT TO EXCEED amount of \$332,000, for the Trunk Highway (TH) 36 and Manning Avenue (CSAH 15), between the City of Lake Elmo and Washington County, is hereby approved and the Mayor and City Administrator are hereby authorized to execute the agreement on behalf of the City of Lake Elmo.
2. That Cooperative Maintenance Agreement 13754 between the City of Lake Elmo and Washington County is hereby approved and the Mayor and City Administrator are hereby authorized execute the agreement on behalf of the City of Lake Elmo.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SIXTEENTH DAY OF MARCH, 2021.

CITY OF LAKE ELMO

By: _____
Charles Cadenhead
Mayor

(Seal)
ATTEST:

Julie Johnson, City Clerk

**CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA**

RESOLUTION NO. 2021-033

**A RESOLUTION APPROVING COOPERATIVE AGREEMENTS WITH
WASHINGTON COUNTY FOR THE TRUNK HIGHWAY (TH) 36 AND
MANNING AVENUE (CSAH 15) INTERCHANGE PROJECT**

WHEREAS, Washington County intends to construct a roadway interchange at the intersection of Trunk Highway (TH) 36 and Manning Avenue, in which portions of the project are within the City of Lake Elmo, herein referred to as the “Project”; and

WHEREAS, the County and City agree to share in certain local costs included in the Project as detailed in the Cooperative Cost Share Agreement No. 13753; and

WHEREAS, upon completion of this project, the City shall own and maintain, without cost or expense to the County, all improvements constructed under this project within City Right of Way along Linden Avenue as detailed in the Cooperative Maintenance Agreement No. 13754; and

WHEREAS, a cooperative effort between the County and City is the appropriate method to facilitate the construction of these improvements, project cost sharing, and facilitate the maintenance of the items constructed by the Project; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

NOW, THEREFORE, BE IT RESOLVED,

1. That Cooperative Agreement 13753 for the project costs of Trunk Highway (TH) 36 and Manning Avenue (CSAH 15), between the City of Lake Elmo and Washington County, is hereby approved and the Mayor and City Administrator are hereby authorized to execute the agreement on behalf of the City of Lake Elmo.
2. That Cooperative Maintenance Agreement 13754 between the City of Lake Elmo and Washington County is hereby approved and the Mayor and City Administrator are hereby authorized execute the agreement on behalf of the City of Lake Elmo.

ADOPTED BY THE LAKE ELMO CITY COUNCIL ON THE SIXTEENTH DAY OF MARCH, 2021.

CITY OF LAKE ELMO

By: _____
Charles Cadenhead
Mayor

(Seal)
ATTEST:

Julie Johnson, City Clerk

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF
LAKE ELMO AND WASHINGTON COUNTY FOR CONSTRUCTION COST OF
AN INTERCHANGE ON TRUNK HIGHWAY (TH) 36 AT MANNING AVENUE/
COUNTY STATE AID HIGHWAY (CSAH) 15**

WASHINGTON COUNTY	
CONTRACT NO.	13753
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE - END OF PROJECT

THIS AGREEMENT, by and between the City of Lake Elmo, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, the County intends to construct a roadway interchange at the intersection of Trunk Highway (TH) 36 and Manning Avenue in the City of Lake Elmo, herein referred to as the "Project" and shown in Exhibit A; and

WHEREAS, both the City and the County will be obligated for certain local costs attending the Project; and

WHEREAS, ~~the City and the County agree to share in the cost of items included in the Project requires as detailed in this Agreement City cost participation in accordance with "Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects"; and~~

WHEREAS, the City desires to use Federal Grants, State Funds, and local funds for these improvements; and

WHEREAS, the County desires to use Federal Grants, State Funds, local funds and State Aid for these improvements; and

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the construction of these transportation improvements; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein and shall consist of this agreement, Exhibit A (Location Map), Exhibit B (Estimated Cost Splits Map), Exhibit C (Estimated Cost and Cost Splits), Exhibit D (Funding Summary), and Exhibit E (Post-Project Right of Way Map).

B. PLANS AND SPECIFICATION PREPARATION

1. The County shall be responsible for the preparation of all the plans and specifications for the Project, including but not limited to, compliance with all applicable standards and policies and obtaining all approvals required in formulating the bid specifications for all County and City components of this Project.
2. The following County project number has been assigned to the Project: SAP 082-615-034 (CSAH15).
3. The following City project numbers have been assigned to the Project: 2017.153
4. The following Federal/State project numbers have been assigned to the Project: SP 8204-74 (Interchange).

C. RIGHT OF WAY AND EASEMENTS

1. The County shall acquire all permanent rights of way, permanent easements, and temporary slope easements, which will be acquired in the name of the County.
2. Any rights of way, permanent easements, and temporary slope easements that cannot be obtained through negotiation will be acquired by the County through eminent domain proceedings.

D. ADVERTISEMENT AND AWARD OF CONTRACT

After plans and specifications have been approved by the County, all permits and approvals obtained, and acquisition of necessary rights-of-way and easements, the County shall advertise for construction bids and at the sole discretion of the County award the contract to the lowest responsible bidder.

E. CONSTRUCTION ADMINISTRATION, OBSERVATION, AND TESTING

The County shall be responsible for the construction administration, inspection, and for the observation and testing for all construction items.

F. COST PARTICIPATION ITEMS AND ESTIMATED COSTS

~~The City hereby agrees to be bound to the cost participation provisions in the "Washington County Cost Participation Policy #8001 for Cooperative Highway Improvement Projects", which is incorporated into this agreement by reference.~~ The City's cost participation is set forth in Table 1 and is broken down into five categories which are: 1) Construction; 2) Design Engineering; 3) Construction Engineering/Contract Administration; 4) Right of Way; 5) County-Furnished Material; 6) Xcel Tower Relocation Cost; and 7) BCWD Water Reuse Cost.

1. Construction

Construction costs shall be the cost to construct the Project. The County has prepared a statement of estimated quantities and cost splits hereto attached as Exhibit C. The City shall pay to the County its share of the total cost as shown in Exhibit C and as reduced through supplemental project funding as shown in Exhibit D, and set forth in Table 1. After the County has awarded the construction contract, Exhibit C, ~~and Exhibit D, and Table 1~~ will be updated to reflect the City's and County's share of the construction costs based on the actual contractor's unit prices.

2. Design Engineering

Design engineering costs shall be professional design engineering services, project coordination, preparation of plans and specification, stakeholder engagement, geotechnical studies, and other administrative functions necessary for the Project. Based on the City's share of the construction cost, the City shall pay the prorated cost of design engineering for the entire Project as set forth in Exhibit D ~~and Table 1~~. After the County has awarded the construction contract, Exhibit ~~DC and Table 1~~ will be updated to reflect the City's and the County's prorated share of the Design Engineering based on the updated construction cost~~actual contractor's unit prices.~~

3. Construction Engineering/Contract Administration

Construction engineering/contract administration costs shall be construction observation, construction testing, construction administration, staking, conducting and recording the pre-bid, pre-construction and weekly construction meetings, reviewing monthly pay estimates, labor compliance, and other administrative functions necessary for the Project. Construction engineering/contract administration is 10% of the construction cost. The City shall pay 10% of the City's share of the construction cost for construction engineering/contract administration as set forth in Exhibit D ~~and Table 1~~. After the County has awarded the construction contract, Exhibit D ~~and Table 1~~ will be updated to reflect the City's and the County's prorated share of the estimated construction engineering/contract administration cost.

4. Right of Way

Right of Way costs shall be permanent right-of-way, permanent utility and/or drainage easements, temporary easements, title work costs, appraisal costs, relocation specialist costs, relocation costs, and

condemnation commissioner costs. If applicable, the City shall pay their share of the final right of way cost. The estimated amount is set forth in Table 1.

5. County-Furnished Material

County-furnished material costs shall be items such as light poles, traffic signal control equipment, and street name signs which are separately procured outside of the construction contract and installed within the Project limits. The City shall pay their share of the final County-furnished material cost. The estimated amount is set forth in Table 1.

TABLE 1 – ESTIMATED COSTS City of Lake Elmo Cost Summary				
ITEM	TOTAL COST	CITY SHARE	FUNDING APPLIED	CITY COST
Construction	\$24,144,213.05	\$1,166,482.95	\$718,361.15	\$448,121.80
Design Engineering	\$2,616,153.00	\$126,394.59		\$126,394.59
Construction Engineering/Contract Administration	\$2,414,421.31	\$116,648.30		\$116,648.30
Right of Way	\$4,120,000.00	0%		\$0
County Furnished Material	\$0	0%		\$0
Xcel Tower Relocation Cost	\$360,000.00	0%		\$0
BCWD Water Reuse Cost	\$300,000.00	0%		\$0
Bond Funding Applied			\$389,464.50	(\$389,464.50)
TOTAL ESTIMATED COST	\$33,954,787.36	\$1,409,525.84	\$1,107,825.65	\$301,700.19

6. The costs and shares attributable to the City and payable to the County as shown in Table 1 are merely estimated and a final reconciliation of costs as set forth in Section G below shall be done at the end of the Project. Actual City costs and shares are based on the following:

- a. Construction shall be based on the contractor's unit prices and final quantities at Project completion including all contract changes, less the City's share of Federal Highway Administration (FHWA) and State funding. The City shall pay their share of the cost of the work that the FHWA and State do not pay, unless the FHWA and State do not pay their grant award amounts due to the County or County's consultant's or contractor's failure to perform the project in accordance with the terms of the funding award.
- b. Design engineering shall be based on the contractor's unit prices at the time of contract award.
- c. Construction engineering/contract administration shall be based on the contractor's unit prices and final quantities at Project completion including all contract changes and liquidated damages.
- d. Right of way shall be based on the final costs to acquire right of way.
- e. County-furnished material shall be based on the final costs to acquire County-furnished material.

e.f. The total amount that the City will pay to Washington County is NOT TO EXCEED \$332,000 after Table 1 has been updated to reflect actual costs.

G. PAYMENT

1. Construction and Construction Engineering/Contract Administration

- a. After the County has awarded the construction contract, the County shall update Exhibit C ~~and~~ Exhibit D ~~and Table 1~~ to conform the Exhibits ~~and Table~~ to the amounts in the awarded bid and shall invoice the City 10 percent of the City's estimated construction and construction engineering/contract administration cost, after applying FHWA and State funding allocations, based on the updated Exhibit C ~~and~~ Exhibit D ~~and Table 1~~.

~~b.~~ During construction, the County shall submit to the City partial estimates of work performed by the

contractor. The City shall pay to the County its share of the partial estimate as determined in Section
F. up to the NOT TO EXCEED amount of \$332,000.

b.

c. Upon substantial completion of the work the County shall submit to the City a final invoice and final reconciliation of costs, if any. The reconciliation will add or subtract contract amendments to the City's Project components, adjustments for liquidated damages pursuant to Section I., and previous Project cost payments made by the City to the County.

d. The Final Invoice from the County to the City shall be submitted to the City no later than 6 months after the substantial completion of the project.

2. The costs set forth in Table 1 for design engineering and right of way shall be separate line items on the invoice and paid by the City on a reimbursable basis.
3. In the event that the City paid more in advance than the actual cost of the City's portion of the Project, the County shall refund without interest the amount to the City.
4. The City shall pay 100 percent of an invoice amount within thirty (30) days of receipt.

H. CONTRACT CHANGES

Any modifications or additions to the final approved plans and/or specifications of the Project shall be made part of the construction contract through a written amendment to the construction contract and the cost for such changes shall be appropriated as set forth in Section F. of this Agreement until the cost meets the NOT TO EXCEED limit set in Section 6.f.

I. LIQUIDATED DAMAGES

Any liquidated damages assessed to the contractor in connection with the work performed on the Project shall be used to adjust the project completion costs thus adjusting the City's construction engineering/contract administration costs as stated in F.6.c. No adjustment to construction costs will be made to the City's portion of the Project in the event of liquidated damages.

J. CONDITIONS

The City shall not assess or otherwise recover any portion of its cost for this Project through special assessment of County-owned property.

K. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor, subcontractor, or material suppliers.

L. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the City and all other persons employed by the City in the performance of construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the County and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said 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 said City employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the County.

M. INDEMNIFICATION

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this agreement.

~~2.~~—The County agrees that it will defend, indemnify and hold harmless the City against any and all liability,

loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this agreement.

2.

~~3.~~ To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and

4.3. shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a.(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.

5.4. Each party’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

N. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

WASHINGTON COUNTY

Chair Date
Board of Commissioners

Kevin Corbid Date
County Administrator

Approved as to form:

Assistant County Attorney Date

CITY OF LAKE ELMO

Mayor Date

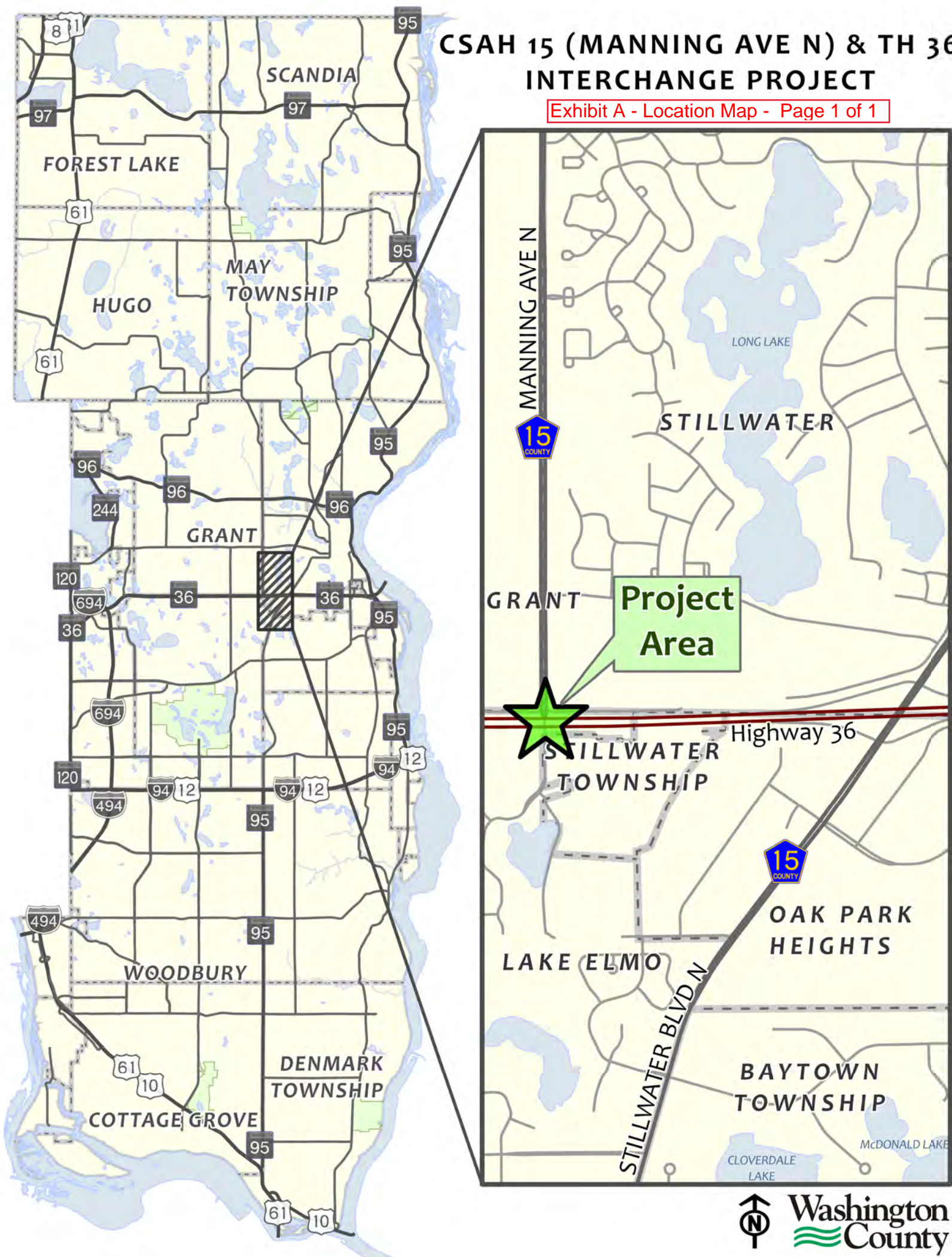
City Administrator Date

Approved as to form:

City Attorney Date

CSAH 15 (MANNING AVE N) & TH 36 INTERCHANGE PROJECT

Exhibit A - Location Map - Page 1 of 1



LEGEND	
	COUNTY
	CITY OF STILLWATER/COUNTY
	CITY OF LAKE ELMO
	CITY OF STILLWATER (OR TOWNSHIP)
	MNDOT



SB CSAH 15 (STA. 117+72.7 TO STA. 123+00)
INCLUDES WALL 1 SPLIT
100% COUNTY COST

NB CSAH 15 (STA. 117+67.5 TO STA. 123+00)
FOLLOW COUNTY/CITY COST PARTICIPATION POLICY
- EXCLUDE TRAIL (100% COUNTY COST)

NB CSAH 15 (STA. 106+38 TO STA. 117+67.5)
INCLUDES WALL 2 SPLIT
100% MNDOT COST (TRACK SEPARATELY FOR SA)

WALL 1 (JOINT 11)

SIGNAL 100% COUNTY COST

TH 36, RAMPS/LOOPS, 60TH ST
INCLUDES WALLS 1 AND 3 SPLITS
100% MNDOT COST

TRAIL - 50% COUNTY/50% CITY OF STILLWATER COST
WALL 2 SPLIT - 50% COUNTY/50% CITY OF STILLWATER COST

SIGNAL 80% COUNTY COST, 20% STILLWATER COST

LINDEN AVE N, BYPASS AND BYPASS 1
- 100% CITY OF LAKE ELMO COST
WALL 3 SPLIT - 50% COUNTY/50% CITY OF LAKE ELMO

WALL 3 (JOINT 7)

TEMPORARY BYPASS
100% CITY OF LAKE ELMO COST

NB MANNING AVE (STA. 100+15 TO STA. 106+38)
100% CITY OF STILLWATER COST

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ITEM NO.		UNIT	UNIT COST	TOTAL		CSAH 15 SP 082-615-034						MNDOT SP 082-74		MSAS CITY OF STILLWATER SAP 169-020-011		MSAS CITY OF LAKE ELMO		NON-PARTICIPATING MSAS CITY OF LAKE ELMO	
				QUANTITY	AMOUNT	STORM	AMOUNT	COUNTY	AMOUNT	CITY OF STILLWATER	AMOUNT	ROADWAY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
2011.601	AS BUILT		LUMP SUM	\$50,000.00	1	\$50,000.00			0.20	\$10,000.00			0.6	\$30,000.00	0.1	\$5,000.00	0.1	\$5,000.00	
2021.501	MOBILIZATION		LUMP SUM	\$1,000,000.00	1	\$1,000,000.00			0.17	\$170,000.00			0.72	\$720,000.00	0.05	\$50,000.00	0.06	\$60,000.00	
2031.502	FIELD OFFICE TYPE D		EACH	\$30,000.00	1	\$30,000.00			0.17	\$5,100.00			0.72	\$21,600.00	0.05	\$1,500.00	0.06	\$1,800.00	
2041.610	TRAINEES		HOUR	\$1.00	2000	\$2,000.00			2,000.00	\$2,000.00									
2101.505	GRUBBING	(P)	ACRE	\$5,000.00	8.4	\$42,000.00			0.10	\$500.00			7.5	\$37,500.00	0.7	\$3,500.00	0.1	\$500.00	
2101.524	GRUBBING		TREE	\$250.00	46	\$11,500.00			4.00	\$1,000.00			11	\$2,750.00	31	\$7,750.00			
2102.503	PAVEMENT MARKING REMOVAL		LIN FT	\$0.80	1610	\$1,288.00							910	\$728.00	700	\$560.00			
2104.502	REMOVE CISTERN		EACH	\$8,000.00	1	\$8,000.00							1	\$8,000.00					
2104.502	REMOVE ANCHORAGE ASSEMBLY-TENSION CABLE		EACH	\$5,000.00	3	\$15,000.00							3	\$15,000.00					
2104.502	REMOVE ANCHORAGE ASSEMBLY-PLATE BEAM		EACH	\$205.00	3	\$615.00							3	\$615.00					
2104.502	REMOVE DRAINAGE STRUCTURE		EACH	\$550.00	31	\$17,050.00			18.00	\$9,900.00							13	\$7,150.00	
2104.502	REMOVE FIBER OPTIC VAULT		EACH	\$500.00	2	\$1,000.00							2	\$1,000.00					
2104.502	REMOVE DELINEATOR / MARKER SIGN		EACH	\$31.00	17	\$527.00			4.00	\$124.00			13	\$403.00					
2104.502	REMOVE SIGN TYPE A		EACH	\$1,200.00	1	\$1,200.00							1	\$1,200.00					
2104.502	REMOVE SIGN TYPE C		EACH	\$65.00	66	\$4,290.00			3.00	\$195.00			60	\$3,900.00	1	\$65.00	2	\$130.00	
2104.502	REMOVE SIGN TYPE D		EACH	\$110.00	14	\$1,540.00			1.00	\$110.00			13	\$1,430.00					
2104.502	REMOVE SIGN TYPE SPECIAL		EACH	\$75.00	1	\$75.00			1.00	\$75.00									
2104.502	REMOVE SIGNAL SYSTEM		EACH	\$10,500.00	1	\$10,500.00			1.00	\$10,500.00									
2104.502	REMOVE ENERGY ABSORBING TERMINAL		EACH	\$300.00	3	\$900.00							3	\$900.00					
2104.502	REMOVE MAIL BOX SUPPORT		EACH	\$180.00	1	\$180.00											1	\$180.00	
2104.502	SALVAGE HYDRANT & VALVE		EACH	\$600.00	1	\$600.00												1	\$600.00
2104.502	SALVAGE BOULDER		EACH	\$250.00	11	\$2,750.00												11	\$2,750.00
2104.502	SALVAGE SIGN TYPE C		EACH	\$55.00	2	\$110.00							2	\$110.00					
2104.502	SALVAGE SIGN TYPE D		EACH	\$110.00	1	\$110.00							1	\$110.00					
2104.502	SALVAGE SIGN TYPE SPECIAL		EACH	\$5,000.00	1	\$5,000.00												1	\$5,000.00
2104.502	REMOVE REFERENCE LOCATION SIGN		EACH	\$42.00	1	\$42.00							1	\$42.00					
2104.503	SAWING CONCRETE PAVEMENT		LIN FT	\$20.00	38	\$760.00									38	\$760.00			
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)		LIN FT	\$3.50	16944	\$59,304.00			101.00	\$353.50			16907	\$58,824.50			36	\$126.00	
2104.503	REMOVE PIPE CULVERTS		LIN FT	\$10.00	790	\$7,900.00			232.00	\$2,320.00			558	\$5,580.00					
2104.503	REMOVE SEWER PIPE (STORM)		LIN FT	\$15.00	2431	\$36,465.00			1,070.00	\$16,050.00							1361	\$20,415.00	
2104.503	REMOVE CURB & GUTTER		LIN FT	\$5.00	3600	\$18,000.00			1,598.00	\$7,990.00			1538	\$7,690.00			464	\$2,320.00	
2104.503	REMOVE GUARDRAIL-PLATE BEAM		LIN FT	\$3.10	711	\$2,204.10							711	\$2,204.10					
2104.503	REMOVE TENSION CABLE GUARDRAIL		LIN FT	\$7.00	8225	\$57,575.00							8225	\$57,575.00					
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT		SQ YD	\$10.00	238	\$2,380.00							17	\$170.00	221	\$2,210.00			
2104.504	REMOVE BITUMINOUS PAVEMENT		SQ YD	\$4.00	41888	\$167,552.00			2,286.00	\$9,144.00			30138	\$120,552.00	834	\$3,336.00	8630	\$34,520.00	
2104.518	REMOVE BITUMINOUS WALK		SQ FT	\$0.75	15205	\$11,403.75			4,953.00	\$3,714.75			7729	\$5,796.75			2523	\$1,892.25	
2104.518	REMOVE CONCRETE WALK		SQ FT	\$1.00	913	\$913.00							913	\$913.00					
2104.518	REMOVE CONCRETE MEDIAN		SQ FT	\$1.00	2400	\$2,400.00			121.00	\$121.00			2279	\$2,279.00					
2104.601	REMOVE CABLES		LUMP SUM	\$1,000.00	1	\$1,000.00							1	\$1,000.00					
2104.601	HAUL SALVAGED MATERIAL		LUMP SUM	\$5,000.00	1	\$5,000.00							0.5	\$2,500.00				0.5	\$2,500.00
2104.603	ABANDON PIPE SEWER		LIN FT	\$10.00	85	\$850.00							85	\$850.00					
2104.603	ABANDON WATER MAIN		LIN FT	\$15.60	802	\$12,511.20											802	\$12,511.20	
2105.504	GEOTEXTILE FABRIC TYPE 7		SQ YD	\$3.00	2410	\$7,230.00							225	\$675.00			2185	\$6,555.00	
2105.601	DEWATERING		LUMP SUM	\$100,000.00	1	\$100,000.00							1	\$100,000.00					
2105.602	SETTLEMENT PLATES		CU YD	\$100.00	18	\$1,800.00			2.00	\$200.00			16	\$1,600.00					
2105.607	COMMON BORROW SPECIAL (CV)	(P)	CU YD	\$60.00	13237	\$794,220.00							13237	\$794,220.00					
2106.507	EXCAVATION - COMMON	(P)	CU YD	\$10.00	193605	\$1,936,050.00			3,400.00	\$34,000.00	727	\$7,270.00	175712	\$1,757,120.00	3114	\$31,140.00	10652	\$106,520.00	
2106.507	EXCAVATION - SUBGRADE	(P)	CU YD	\$10.00	13046	\$130,460.00			674.00	\$6,740.00			10993	\$109,930.00	192	\$1,920.00	1187	\$11,870.00	
2106.507	SELECT GRANULAR EMBANKMENT (CV)	(P)	CU YD	\$15.00	38859	\$582,885.00			3,397.00	\$50,955.00	3	\$45.00	30306	\$454,590.00	2284	\$34,260.00	2869	\$43,035.00	
2106.507	COMMON EMBANKMENT (CV)	(P)	CU YD	\$4.00	354375	\$1,417,500.00			23,431.00	\$93,724.00	5903	\$23,612.00	282625	\$1,130,500.00	24288	\$97,152.00	18128	\$72,512.00	
2112.519	SUBGRADE PREPARATION	(P)	ROAD STA	\$270.00	195	\$52,650.00			11.00	\$2,970.00			167	\$45,090.00	11	\$2,970.00	6	\$1,620.00	
2118.607	AGGREGATE SURFACING (CV) CLASS 1 MOD		CU YD	\$45.00	1286	\$57,870.00			5.00	\$225.00			507	\$22,815.00	774	\$34,830.00			
2211.507	AGGREGATE BASE (CV) CLASS 5	(P)	CU YD	\$34.00	1952	\$66,368.00			384.00	\$13,056.00	47	\$1,598.00	404	\$13,736.00	76	\$2,584.00	1041	\$35,394.00	
2211.507	AGGREGATE BASE (CV) CLASS 6		CU YD	\$35.00	12926	\$452,410.00			792.00	\$27,720.00			11305	\$395,675.00	471	\$16,485.00	358	\$12,530.00	
2301.602	DRILL & GROUT REINF BAR (EPOXY COATED)		EACH	\$20.00	67	\$1,340.00			16.00	\$320.00	16	\$320.00	25	\$500.00	7	\$140.00	3	\$60.00	
2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)		TON	\$120.00	428	\$51,360.00			145.00	\$17,400.00	37	\$4,440.00	84	\$10,080.00	64	\$7,680.00	98	\$11,760.00	
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)		TON	\$78.00	4765	\$371,670.00			498.00	\$38,844.00			2877	\$224,406.00	334	\$26,052.00	1056	\$82,368.00	
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)		TON	\$75.00	8898	\$667,350.00							7849	\$588,675.00	631	\$47,325.00	418	\$31,350.00	
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,F)		TON	\$80.00	3237	\$258,960.00			950.00	\$76,000.00			2287	\$182,960.00					
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (4,B)		TON	\$75.00	3296	\$247,200.00							3296	\$247,200.00					
2360.509	TYPE SP 12.5 WEARING COURSE MIX (4,F)		TON	\$90.00	1932	\$173,880.00							1932	\$173,880.00					
2401.503	TYPE P-1 BARRIER CONCRETE (3S52)	(P)	LIN FT	\$130.00	299	\$38,870.00					142	\$18,460.00	15	\$1,950.00	142	\$18,460.00			
2401.503	TYPE S (TL-4) 36" BARRIER CONC (3S52)	(P)	LIN FT	\$110.00	1436	\$157,960.00			426.00	\$46,860.00			938	\$103,180.00			72	\$7,920.00	
2401.507	STRUCTURAL CONCRETE (3B52)	(P)	CU YD	\$850.00	248	\$210,800.00							248	\$210,800.00					
2402.503	ORNAMENTAL METAL RAILING TYPE SPECIAL 1	(P)	LIN FT	\$185.00	299	\$55,315.00							15	\$2,775.00	142	\$26,270.00			
2406.503	EXPANSION JOINTS, DESIGN E8H		LIN FT	\$50.00	175	\$8,750.00							175	\$8,750.00					
2406.504	BRIDGE APPROACH PANELS		SQ YD	\$200.00	449	\$89,800.00							449	\$89,800.00					
2411.507	STRUCTURAL CONCRETE (1G52)	(P)	CU YD	\$450.00	1032	\$464,400.00			324.00	\$145,800.00	93	\$41,850.00	454	\$204,300.00	93	\$41,850.00	68	\$30,600.00	
2411.507	STRUCTURAL CONCRETE (3G52)	(P)	CU YD	\$1,050.00	1770	\$1,858,500.00			567.00	\$595,350.00	161	\$169,050.00	760	\$798,000.00	161	\$169,050.00	121	\$127,050.00	
2411.507	STRUCTURE EXCAVATION CLASS U	(P)	CU YD	\$18.00	22079	\$397,422.00			11,590.00	\$208,620.00	2815	\$50,670.00	6584	\$118,512.00	557	\$10,026.00	533	\$9,594.00	
2411.507	GRANULAR BACKFILL (CV)	(P)	CU YD	\$30.00	10402	\$312,060.00			3,667.00	\$110,010.00	1182	\$35,460.00	5273	\$158,190.00	123	\$3,690.00	157	\$4,710.00	
2411.508	REINFORCEMENT BARS	(P)	POUND	\$1.30	92230	\$119,899.00			28,780.00	\$37,414.00	8010	\$10,413.00	41600	\$54,080.00	8010	\$10,413.00	5830	\$7,579.00	
2411.508	REINFORCEMENT BARS (EPOXY COATED)	(P)	POUND	\$1.40	261590	\$366,226.00			69,920.00	\$97,888.00	19360	\$27,104.00	135850	\$190,190.00	19360	\$27,104.00	17100	\$23,940.00	
2411.604	MECHANICALLY STABILIZED EARTH WALL		SQ YD	\$400.00	887	\$354,800.00							887	\$354,800.00			</		

2501.503	48" RC PIPE CULVERT DES 3006 CL V	LIN FT	\$240.00	508	\$121,920.00						508	\$121,920.00						
2502.503	4" TP PIPE DRAIN	LIN FT	\$10.00	485	\$4,850.00			70.00	\$700.00	30	\$300.00	325	\$3,250.00	30	\$300.00	30	\$300.00	
2502.503	4" PERF TP PIPE DRAIN	LIN FT	\$11.00	14057	\$154,627.00			2,006.00	\$22,066.00	142	\$1,562.00	10424	\$114,664.00	318	\$3,498.00	1167	\$12,837.00	
2503.503	15" CS PIPE SEWER	LIN FT	\$44.00	117	\$5,148.00											117	\$5,148.00	
2503.503	18" CS PIPE SEWER	LIN FT	\$46.00	874	\$40,204.00									56	\$2,576.00	818	\$37,628.00	
2503.503	24" CS PIPE SEWER	LIN FT	\$52.00	40	\$2,080.00							40	\$2,080.00					
2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	\$50.00	2516	\$125,800.00	210	\$10,500.00					1663	\$83,150.00	602	\$30,100.00	41	\$2,050.00	
2503.503	18" RC PIPE SEWER DES 3006	LIN FT	\$50.00	934	\$46,700.00	10	\$500.00					706	\$35,300.00	118	\$5,900.00	100	\$5,000.00	
2503.503	18" RC PIPE SEWER DES 3006 CL III	LIN FT	\$50.00	45	\$2,250.00							45	\$2,250.00					
2503.503	18" RC PIPE SEWER DES 3006 CL IV	LIN FT	\$57.00	63	\$3,591.00							63	\$3,591.00					
2503.503	18" RC PIPE SEWER DES 3006 CL V	LIN FT	\$61.00	362	\$22,082.00							362	\$22,082.00					
2503.503	21" RC PIPE SEWER DES 3006	LIN FT	\$57.00	408	\$23,256.00							408	\$23,256.00					
2503.503	21" RC PIPE SEWER DES 3006 CL V	LIN FT	\$69.00	444	\$30,636.00							444	\$30,636.00					
2503.503	24" RC PIPE SEWER DES 3006	LIN FT	\$67.00	97	\$6,499.00							97	\$6,499.00					
2503.503	24" RC PIPE SEWER DES 3006 CL III	LIN FT	\$74.00	145	\$10,730.00							145	\$10,730.00					
2503.503	24" RC PIPE SEWER DES 3006 CL IV	LIN FT	\$80.00	103	\$8,240.00							103	\$8,240.00					
2503.503	24" RC PIPE SEWER DES 3006 CL V	LIN FT	\$86.00	477	\$41,022.00							477	\$41,022.00					
2503.503	24" RCP SEWER DES 3006 CL V-JACKED	LIN FT	\$790.00	179	\$141,410.00							179	\$141,410.00					
2503.503	27" RC PIPE SEWER DES 3006	LIN FT	\$79.00	175	\$13,825.00							175	\$13,825.00					
2503.503	27" RC PIPE SEWER DES 3006 CL IV	LIN FT	\$89.00	189	\$16,821.00	189	\$16,821.00											
2503.503	30" RC PIPE SEWER DES 3006	LIN FT	\$95.00	421	\$39,995.00							421	\$39,995.00					
2503.503	30" RC PIPE SEWER DES 3006 CL IV	LIN FT	\$116.00	33	\$3,828.00							33	\$3,828.00					
2503.503	30" RC PIPE SEWER DES 3006 CL V	LIN FT	\$126.00	387	\$48,762.00	219	\$27,594.00					168	\$21,168.00					
2503.503	30" RCP SEWER DES 3006 CL V-JACKED	LIN FT	\$950.00	79	\$75,050.00							79	\$75,050.00					
2503.503	36" RC PIPE SEWER DES 3006	LIN FT	\$110.00	360	\$39,600.00							360	\$39,600.00					
2503.503	42" RC PIPE SEWER DES 3006	LIN FT	\$137.00	180	\$24,660.00							180	\$24,660.00					
2503.503	42" RC PIPE SEWER DES 3006 CL III	LIN FT	\$158.00	599	\$94,642.00							599	\$94,642.00					
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$1,050.00	10	\$10,500.00	1	\$1,050.00					8	\$8,400.00			1	\$1,050.00	
2503.603	36" STEEL CASING PIPE	LIN FT	\$250.00	72	\$18,000.00							72	\$18,000.00					
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	\$12,600.00	1	\$12,600.00							1	\$12,600.00					
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EACH	\$12,600.00	1	\$12,600.00							1	\$12,600.00					
2506.502	CASTING ASSEMBLY	EACH	\$840.00	106	\$89,040.00	12	\$10,080.00					73	\$61,320.00	9	\$7,560.00	12	\$10,080.00	
2506.503	CONST DRAINAGE STRUCTURE DESIGN F	LIN FT	\$340.00	279.4	\$94,996.00							279.4	\$94,996.00					
2506.503	CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	\$370.00	81.2	\$30,044.00							72.4	\$26,788.00			8.8	\$3,256.00	
2506.503	CONST DRAINAGE STRUCTURE DESIGN H	LIN FT	\$320.00	3.2	\$1,024.00							3.2	\$1,024.00					
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$525.00	23.5	\$12,337.50							13.5	\$7,087.50			10	\$5,250.00	
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-60	LIN FT	\$680.00	10.1	\$6,868.00							5.7	\$3,876.00			4.4	\$2,992.00	
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-72	LIN FT	\$840.00	12.3	\$10,332.00							12.3	\$10,332.00					
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	\$370.00	183.5	\$67,895.00	67	\$24,790.00					59.1	\$21,867.00	42.6	\$15,762.00	14.8	\$5,476.00	
2506.503	CONST DRAINAGE STRUCTURE DES 54-4020	LIN FT	\$470.00	60.5	\$28,435.00							60.5	\$28,435.00					
2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	LIN FT	\$525.00	5.2	\$2,730.00									5.2	\$2,730.00			
2506.503	CONST DRAINAGE STRUCTURE DES 66-4020	LIN FT	\$630.00	59.1	\$37,233.00							41.6	\$26,208.00			17.5	\$11,025.00	
2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	LIN FT	\$735.00	121.4	\$89,229.00	16.1	\$11,833.50					78.2	\$57,477.00	7.7	\$5,659.50	19.4	\$14,259.00	
2506.503	CONST DRAINAGE STRUCTURE DES 78-4020	LIN FT	\$840.00	7.5	\$6,300.00							7.5	\$6,300.00					
2506.503	CONST DRAINAGE STRUCTURE DES 84-4020	LIN FT	\$945.00	21	\$19,845.00							21	\$19,845.00					
2506.602	GRATE CASTING SPECIAL	EACH	\$5,000.00	1	\$5,000.00							1	\$5,000.00					
2506.602	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	\$8,000.00	6	\$48,000.00	1	\$8,000.00					2	\$16,000.00	1	\$8,000.00	2	\$16,000.00	
2507.603	LINING CULVERT PIPE (24") SPECIAL	LIN FT	\$190.00	188	\$35,720.00							188	\$35,720.00					
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	\$10.00	1438	\$14,380.00							1376	\$13,760.00	22	\$220.00	40	\$400.00	
2511.507	RANDOM RIPRAP CLASS II	CU YD	\$84.00	309	\$25,956.00							296	\$24,864.00	5	\$420.00	8	\$672.00	
2511.507	RANDOM RIPRAP CLASS III	CU YD	\$84.00	111	\$9,324.00							111	\$9,324.00					
2511.507	RANDOM RIPRAP CLASS IV	CU YD	\$85.00	23	\$1,955.00							23	\$1,955.00					
2521.518	4" CONCRETE WALK	SQ FT	\$4.50	24943	\$112,243.50			10,806.00	\$48,627.00			13851	\$62,329.50			286	\$1,287.00	
2521.518	6" CONCRETE WALK	SQ FT	\$12.00	2555	\$30,660.00			213.00	\$2,556.00	312	\$3,744.00	1666	\$19,992.00	197	\$2,364.00	167	\$2,004.00	
2531.503	CONCRETE CURB & GUTTER DESIGN SPECIAL	LIN FT	\$24.00	989	\$23,736.00											989	\$23,736.00	
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	\$24.00	11427	\$274,248.00			1,153.00	\$27,672.00	799	\$19,176.00	9475	\$227,400.00					
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$24.00	893	\$21,432.00							12	\$288.00	507	\$12,168.00	374	\$8,976.00	
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$27.00	429	\$11,583.00							429	\$11,583.00					
2531.503	CONCRETE CURB & GUTTER DESIGN D424	LIN FT	\$24.00	2477	\$59,448.00							2477	\$59,448.00					
2531.618	TRUNCATED DOMES	SQ FT	\$55.00	277	\$15,235.00			22.00	\$1,210.00	22	\$1,210.00	164	\$9,020.00	39	\$2,145.00	30	\$1,650.00	
2533.503	PORTABLE PRECAST CONC BARRIER DES 8337	LIN FT	\$26.00	10175	\$264,550.00							9925	\$258,050.00			250	\$6,500.00	
2533.503	RELOCATE PORT PRECAST CONC BAR DES 8337	LIN FT	\$6.00	11400	\$68,400.00							11400	\$68,400.00					
2535.503	BITUMINOUS CURB	LIN FT	\$5.50	1914	\$10,527.00											1914	\$10,527.00	
2545.502	LIGHTING UNIT TYPE 9-40	EACH	\$2,475.00	19	\$47,025.00							19	\$47,025.00					
2545.502	LIGHTING UNIT TYPE 9-49	EACH	\$3,272.50	36	\$117,810.00							36	\$117,810.00					
2545.502	LIGHTING UNIT TYPE 9D-40	EACH	\$4,073.15	1	\$4,073.15							1	\$4,073.15					
2545.502	LIGHTING UNIT TYPE 9D-49	EACH	\$4,922.50	1	\$4,922.50							1	\$4,922.50					
2545.502	UNDERPASS LUMINAIRES TYPE LED	EACH	\$972.63	2	\$1,945.26							2	\$1,945.26					
2545.502	LIGHT FOUNDATION DESIGN E	EACH	\$972.63	20	\$19,452.60							20	\$19,452.60					
2545.502	LIGHT FOUNDATION DESIGN H	EACH	\$2,416.67	37	\$89,416.79							37	\$89,416.79					
2545.502	SERVICE CABINET -TYPE L1	EACH	\$6,324.85	2	\$12,649.70							2	\$12,649.70					
2545.502	UNDERGROUND CABLE SPLICE	EACH	\$295.16	2	\$590.32							2	\$590.32					
2545.502	EQUIPMENT PAD B	EACH	\$1,046.10	2	\$2,092.20							2	\$2,092.20					
2545.502	JUNCTION BOX	EACH	\$1,274.00	2	\$2,548.00							2	\$2,548.00					
2545.502	HANDHOLE	EACH	\$2,196.32	2	\$4,392.64							2	\$4,392.64					
2545.503	2" NON-METALLIC CONDUIT	LIN FT	\$7.18	43	\$308.74							43	\$308.74					
2545.503	3" NON-METALLIC CONDUIT	LIN FT	\$14.39	471	\$6,777.69							471	\$6,777.69					
2545.503	4" NON-METALLIC CONDUIT	LIN FT	\$14.30	115	\$1,644.50							115	\$1,644.50					
2545.503	UNDERGROUND WIRE 1/C 2 AWG	LIN FT	\$1.88	155	\$291.40							155	\$291.40					
2545.503	UNDERGROUND WIRE 1/C 10 AWG	LIN FT	\$0.61	411	\$250.71							411	\$250.71					
2545.503	DIRECT BURIED LIGHTING CABLE 4/C 4 AWG	LIN FT	\$8.75	14437	\$126,323.75							14437	\$126,323.75					
2550.502	CABINET FOUNDATION	EACH	\$2,000.00	1	\$2,000.00							1	\$2,000.00					
2550.502	CCTV FOUNDATION	EACH	\$3,000.00	1	\$3,000.00							1	\$3,000.00					
2550.502	FIBEROPTIC SPLICE VAULT	EACH	\$4,400.00	2	\$8,800.00							2	\$8,800.00					
2550.502	OUTDOOR FIBER SPLICE ENCLOSURE	EACH	\$1,900.00	2	\$3,800.00							2	\$3,80					

2550.602	LOOP DETECTOR DESIGN PREFORMED	EACH	\$1,800.00	5	\$9,000.00						5	\$9,000.00						
2550.603	ARMORED FIBER OPTIC PIGTAIL CABLE 6SM	LIN FT	\$2.00	1800	\$3,600.00						1800	\$3,600.00						
2550.603	FIBER OPTIC TRUNK CABLE 48SM	LIN FT	\$2.00	5000	\$10,000.00						5000	\$10,000.00						
2550.603	1.5" BORED CONDUIT	LIN FT	\$13.00	600	\$7,800.00						600	\$7,800.00						
2550.603	2" BORED CONDUIT	LIN FT	\$15.00	500	\$7,500.00						500	\$7,500.00						
2554.502	GUIDE POST TYPE B	EACH	\$65.00	46	\$2,990.00						42	\$2,730.00	1	\$65.00	3	\$195.00		
2554.502	ANCHORAGE ASSEMBLY - TYPE 31	EACH	\$1,200.00	5	\$6,000.00						5	\$6,000.00						
2554.502	ANCHORAGE ASSEMBLY - TENSION CABLE	EACH	\$5,000.00	2	\$10,000.00						2	\$10,000.00						
2554.502	END TREATMENT-TANGENT TERMINAL	EACH	\$2,750.00	7	\$19,250.00						7	\$19,250.00						
2554.503	TRAFFIC BARRIER DESIGN BULLNOSE	LIN FT	\$120.00	201	\$24,120.00						201	\$24,120.00						
2554.503	TRAFFIC BARRIER DESIGN TYPE 31	LIN FT	\$23.00	1837.5	\$42,262.50						1837.5	\$42,262.50						
2554.503	TRAFFIC BARRIER DESIGN TRANS TYPE 31	LIN FT	\$120.00	50	\$6,000.00						50	\$6,000.00						
2554.503	TRAFFIC BARRIER DESIGN B8307	LIN FT	\$28.00	75	\$2,100.00						75	\$2,100.00						
2554.503	PERMANENT BARRICADES	LIN FT	\$70.00	64	\$4,480.00								64	\$4,480.00				
2554.603	TENSION CABLE GUARDRAIL	LIN FT	\$70.00	3986	\$279,020.00						3986	\$279,020.00						
2554.615	IMPACT ATTENUATOR	ASSEMBLY	\$3,000.00	2	\$6,000.00						2	\$6,000.00						
2557.502	METAL BRACE ASSEMBLY-CHAIN LINK FENCE	EACH	\$450.00	2	\$900.00						2	\$900.00						
2557.502	ELECTRICAL GROUND	EACH	\$250.00	1	\$250.00						1	\$250.00						
2557.503	WIRE FENCE DESIGN 72V-9322	LIN FT	\$70.00	550	\$38,500.00						550	\$38,500.00						
2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	\$25,000.00	1	\$25,000.00	0.20	\$5,000.00				0.6	\$15,000.00	0.1	\$2,500.00	0.1	\$2,500.00		
2563.601	TRAFFIC CONTROL	LUMP SUM	\$200,000.00	1	\$200,000.00	0.17	\$34,000.00				0.72	\$144,000.00	0.05	\$10,000.00	0.06	\$12,000.00		
2563.602	PORTABLE CONCRETE BARRIER DELINEATOR	EACH	\$10.00	664	\$6,640.00						664	\$6,640.00						
2563.602	SURFACE MOUNTED DELINEATOR	EACH	\$31.00	19	\$589.00						7	\$217.00	12	\$372.00				
2563.610	FLAGGER	HOUR	\$110.00	90	\$9,900.00	90.00	\$9,900.00											
2563.615	TEMPORARY IMPACT ATTENUATOR	ASSEMBLY	\$3,000.00	7	\$21,000.00						5	\$15,000.00			2	\$6,000.00		
2563.615	RELOCATE TEMPORARY IMPACT ATTENUATOR	ASSEMBLY	\$1,000.00	2	\$2,000.00						2	\$2,000.00						
2564.502	INSTALL SIGN TYPE C	EACH	\$340.00	2	\$680.00						2	\$680.00						
2564.502	INSTALL SIGN TYPE D	EACH	\$550.00	1	\$550.00						1	\$550.00						
2564.502	OVERHEAD SIGN IDENTIFICATION PLATE	EACH	\$70.00	5	\$350.00						5	\$350.00						
2564.502	REFERENCE LOCATION SIGN	EACH	\$170.00	1	\$170.00						1	\$170.00						
2564.507	CONCRETE FOOTINGS (TYPE OH SPREAD)	CU YD	\$800.00	36	\$28,800.00						36	\$28,800.00						
2564.508	STRUCT STEEL-POSTS FOR TYPE A SIGNS	POUND	\$4.10	2958	\$12,127.80						2958	\$12,127.80						
2564.508	STRUCTURAL STEEL-POSTS FOR OH SIGNS (D)	POUND	\$2.70	12310	\$33,237.00						12310	\$33,237.00						
2564.508	STRUCTURAL STEEL-TRUSSES FOR OH SIGNS (D)	POUND	\$2.80	9964	\$27,899.20						9964	\$27,899.20						
2564.508	STR STEEL-TRUSSES FOR OH SIGNS BR MTD	POUND	\$4.30	1000	\$4,300.00						1000	\$4,300.00						
2564.508	STRUCTURAL STEEL-PANEL MOUNT POST FOR OH SIGNS	POUND	\$2.80	900	\$2,520.00						900	\$2,520.00						
2564.518	SIGN PANELS TYPE A	SQ FT	\$40.00	288	\$11,520.00						288	\$11,520.00						
2564.518	SIGN PANELS TYPE C	SQ FT	\$50.00	654	\$32,700.00	55.00	\$2,750.00				563	\$28,150.00	9	\$450.00	27	\$1,350.00		
2564.518	SIGN PANELS TYPE D	SQ FT	\$60.00	302	\$18,120.00						259	\$15,540.00	43	\$2,580.00				
2564.518	SIGN PANELS TYPE OH	SQ FT	\$32.00	702	\$22,464.00	64.00	\$2,048.00				638	\$20,416.00						
2564.518	SIGN PANELS TYPE OVERLAY	SQ FT	\$20.00	10	\$200.00						10	\$200.00						
2564.518	SIGN PANELS TYPE SPECIAL	SQ FT	\$37.00	12	\$444.00										12	\$444.00		
2564.602	DELINEATOR / MARKER PANEL	EACH	\$120.00	7	\$840.00	1.00	\$120.00				6	\$720.00						
2564.602	DELINEATOR / MARKER SIGN	EACH	\$160.00	23	\$3,680.00						23	\$3,680.00						
2564.607	CONCRETE FOOTING (MONOTUBE)	CU YD	\$800.00	5	\$4,000.00						5	\$4,000.00						
2564.608	STRUCTURAL STEEL - MONOTUBE SIGN	POUND	\$2.70	8191	\$22,115.70						8191	\$22,115.70						
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM A	LUMP SUM	\$9,000.00	1	\$9,000.00	0.80	\$7,200.00						0.2	\$1,800.00				
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM B	LUMP SUM	\$9,000.00	1	\$9,000.00	1.00	\$9,000.00											
2565.501	TRAFFIC CONTROL INTERCONNECT	LUMP SUM	\$15,000.00	1	\$15,000.00	1.00	\$15,000.00											
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM A	SYSTEM	\$249,000.00	1	\$249,000.00	0.80	\$199,200.00						0.2	\$49,800.00				
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM B	SYSTEM	\$254,000.00	1	\$254,000.00	1.00	\$254,000.00											
2565.616	REVISE TEMPORARY SIGNAL SYSTEM C	SYSTEM	\$30,000.00	1	\$30,000.00	1.00	\$30,000.00											
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$5,000.00	1	\$5,000.00	0.20	\$1,000.00				0.6	\$3,000.00	0.1	\$500.00	0.1	\$500.00		
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	\$10,000.00	1	\$10,000.00	0.20	\$2,000.00				0.6	\$6,000.00	0.1	\$1,000.00	0.1	\$1,000.00		
2573.502	STORM DRAIN INLET PROTECTION	EACH	\$250.00	101	\$25,250.00	11.00	\$2,750.00	10	\$2,500.00		58	\$14,500.00	7	\$1,750.00	15	\$3,750.00		
2573.502	CULVERT END CONTROLS	EACH	\$300.00	25	\$7,500.00						19	\$5,700.00	1	\$300.00	5	\$1,500.00		
2573.503	SILT FENCE, TYPE SD	LIN FT	\$30.00	1119	\$33,570.00	146.00	\$4,380.00				973	\$29,190.00						
2573.503	SILT FENCE, TYPE MS	LIN FT	\$1.70	6410	\$10,897.00	1,647.00	\$2,799.90	485	\$824.50		1576	\$2,679.20	1535	\$2,609.50	1167	\$1,983.90		
2573.503	SILT FENCE, TYPE TB	LIN FT	\$3.80	320	\$1,216.00						320	\$1,216.00						
2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	LIN FT	\$5.90	322	\$1,899.80						322	\$1,899.80						
2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	\$3.00	8414	\$25,242.00	174.00	\$522.00	26	\$78.00		8033	\$24,099.00	15	\$45.00	166	\$498.00		
2574.505	SUBSOILING	(P) ACRE	\$420.00	32	\$13,440.00	1.30	\$546.00	0.7	\$294.00		26	\$10,920.00	2	\$840.00	2	\$840.00		
2574.505	SOIL BED PREPARATION	(P) ACRE	\$240.00	32	\$7,680.00	1.30	\$312.00	0.7	\$168.00		26	\$6,240.00	2	\$480.00	2	\$480.00		
2574.508	FERTILIZER TYPE 3	POUND	\$0.55	9065	\$4,985.75	444.00	\$244.20	256	\$140.80		7595	\$4,177.25	525	\$288.75	245	\$134.75		
2574.508	FERTILIZER TYPE 4	POUND	\$0.55	735	\$404.25						600	\$330.00			135	\$74.25		
2575.505	SEEDING	(P) ACRE	\$75.00	32	\$2,400.00	1.30	\$97.50	0.7	\$52.50		26	\$1,950.00	2	\$150.00	2	\$150.00		
2575.505	WEED SPRAYING	ACRE	\$450.00	16	\$7,200.00	0.60	\$270.00	0.4	\$180.00		13	\$5,850.00	1	\$450.00	1	\$450.00		
2575.506	WEED SPRAY MIXTURE	GALLON	\$120.00	10	\$1,200.00	0.80	\$96.00	0.2	\$24.00		7	\$840.00	1	\$120.00	1	\$120.00		
2575.508	SEED MIXTURE 25-121	POUND	\$4.10	1384	\$5,674.40	48.00	\$196.80	13	\$53.30		1293	\$5,301.30	6	\$24.60	24	\$98.40		
2575.508	SEED MIXTURE 25-131	POUND	\$3.00	704	\$2,112.00	107.00	\$321.00	113	\$339.00		110	\$330.00	308	\$924.00	66	\$198.00		
2575.508	SEED MIXTURE 33-261	POUND	\$26.00	119	\$3,094.00						119	\$3,094.00						
2575.508	SEED MIXTURE 35-221	POUND	\$30.00	55	\$1,650.00						22	\$660.00			33	\$990.00		
2575.523	RAPID STABILIZATION METHOD 3	M GALLON	\$350.00	181	\$63,350.00	3.00	\$1,050.00	3	\$1,050.00		153	\$53,550.00	2	\$700.00	20	\$7,000.00		
2575.604	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	\$2.00	149377	\$298,754.00	6,147.00	\$12,294.00	3533	\$7,066.00		124657	\$249,314.00	7284	\$14,568.00	7756	\$15,512.00		
2581.603	REMOVABLE PREFORM PAVEMENT MARKING TAPE	LIN FT	\$1.10	90720	\$99,792.00						90720	\$99,792.00						
2581.603	REMOVABLE PREFORMED PLASTIC MASK (BLACK)	LIN FT	\$2.20	4150	\$9,130.00						4150	\$9,130.00						
2581.618	REMOVABLE PREFORMED PAVEMENT MESSAGE TAPE	SQ FT	\$13.00	61	\$793.00						61	\$793.00						
2582.503	4" SOLID LINE PAINT (WR)	LIN FT	\$0.15	3245	\$486.75										3245	\$486.75		
2582.503	8" SOLID LINE PAINT (WR)	LIN FT	\$1.50	90	\$135.00						90	\$135.00						
2582.503	4" DBLE SOLID LINE PAINT (WR)	LIN FT	\$0.25	1620	\$405.00										1620	\$405.00		
2582.503	4" SOLID LINE MULTI COMP	LIN FT	\$1.20	1800	\$2,160.00													
2582.503	4" DBLE SOLID LINE MULTI COMP	LIN FT	\$0.80	310	\$248.00						1630	\$1,956.00	170	\$204.00				
2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$0.65	34354	\$22,330.10	2,226.00	\$1,446.90				31470	\$20,455.50	385	\$250.25	273	\$177.45		
2582.503	8" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$1.80	476	\$856.80						476	\$856.80						
2582.503	24" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$14.00	301	\$4,214.00						166	\$2,324.00	118	\$1,652.00	17			

DCP PROJECT SP 082-615-034, 8204-74, 167-020-011 PARTICIPATION DISTRIBUTION (based on low bid)												
Federal Project # STPF 8221(004)			CFDA # 20.205		Bid Opening:		TBD					
DCP Agreement # 1030082		Cooperative Agreement # 1036984			Low Bidder:							
CATEGORY	BID AMOUNT	% Eligible for Federal Participation	\$ AMOUNT ELIGIBLE FOR PARTICIPATION	PARTICIPATION PERCENTAGE	FEDERAL STP FUNDS (1)	TED FUNDS	MNDOT MOBILITY (FEDERAL)	MNDOT FUNDS (match to Mobility Funds)	WASHINGTON COUNTY FUNDS (CSAH)	STILLWATER FUNDS (MSAS)	LAKE ELMO LOCAL FUNDS	
					\$7,018,000.00	\$10,000,000.00	\$4,000,000.00	\$1,000,000.00				
					CAPPED? Y	CAPPED? Y	CAPPED? Y	CAPPED? Y				
Group 1 - SP 082-615-034, 8204-74 PAR ROADWAY/STORM (INTERCHANGE)	\$14,909,854.35	100%	\$14,909,854.35	Federal Mobility 80% MnDOT Match 20% then Federal STP 80% TED 20% Balance TED funds	\$ 6,998,000.00	\$2,911,854.35	\$4,000,000.00	\$1,000,000.00	\$0.00			\$14,909,854.35
Group 2 - SP 082-615-034, 8204-74 PAR (BRIDGE)	\$3,583,403.00	100%	\$3,583,403.00	Federal STP 80% TED 100% Balance CSAH funds	\$0.00	\$3,583,403.00			\$0.00			\$3,583,403.00
Group 3 - SP 082-615-034, 8204-74 PAR ROADWAY/STORM (CSAH 15)	\$3,009,438.55	100%	\$3,009,438.55	TED 100% Balance CSAH funds		\$1,870,718.32			\$1,138,720.23			\$3,009,438.55
Group 4 - SP 082-615-034, 8204-74 167-020-011 - PAR	\$1,473,034.20	100%	\$1,473,034.20	TED 100% Balance Stillwater MSAS		\$915,663.18				\$557,371.02		\$1,473,034.20
Group 5 - SP 082-615-034, 8204-74 - PAR	\$1,155,632.95	100%	\$1,155,632.95	TED 100% Balance Lake Elmo Local Funds		\$718,361.15					\$437,271.80	\$1,155,632.95
Group 6 - NON- PAR	\$10,850.00	0%	\$0.00	100% Lake Elmo Local							\$10,850.00	\$10,850.00
Group 7 - SP 082-615-034 - OJT	\$2,000.00	100%	\$2,000.00	Federal 100%	\$2,000.00							\$2,000.00
	\$24,144,213.05		\$24,133,363.05		\$ 7,000,000.00	\$ 10,000,000.00	\$ 4,000,000.00	\$ 1,000,000.00	\$1,138,720.23	\$557,371.02	\$448,121.80	\$24,144,213.05

Reduce Group 1 bid amount by OJT \$

Date: 09/30/20

Prepared by: Colleen

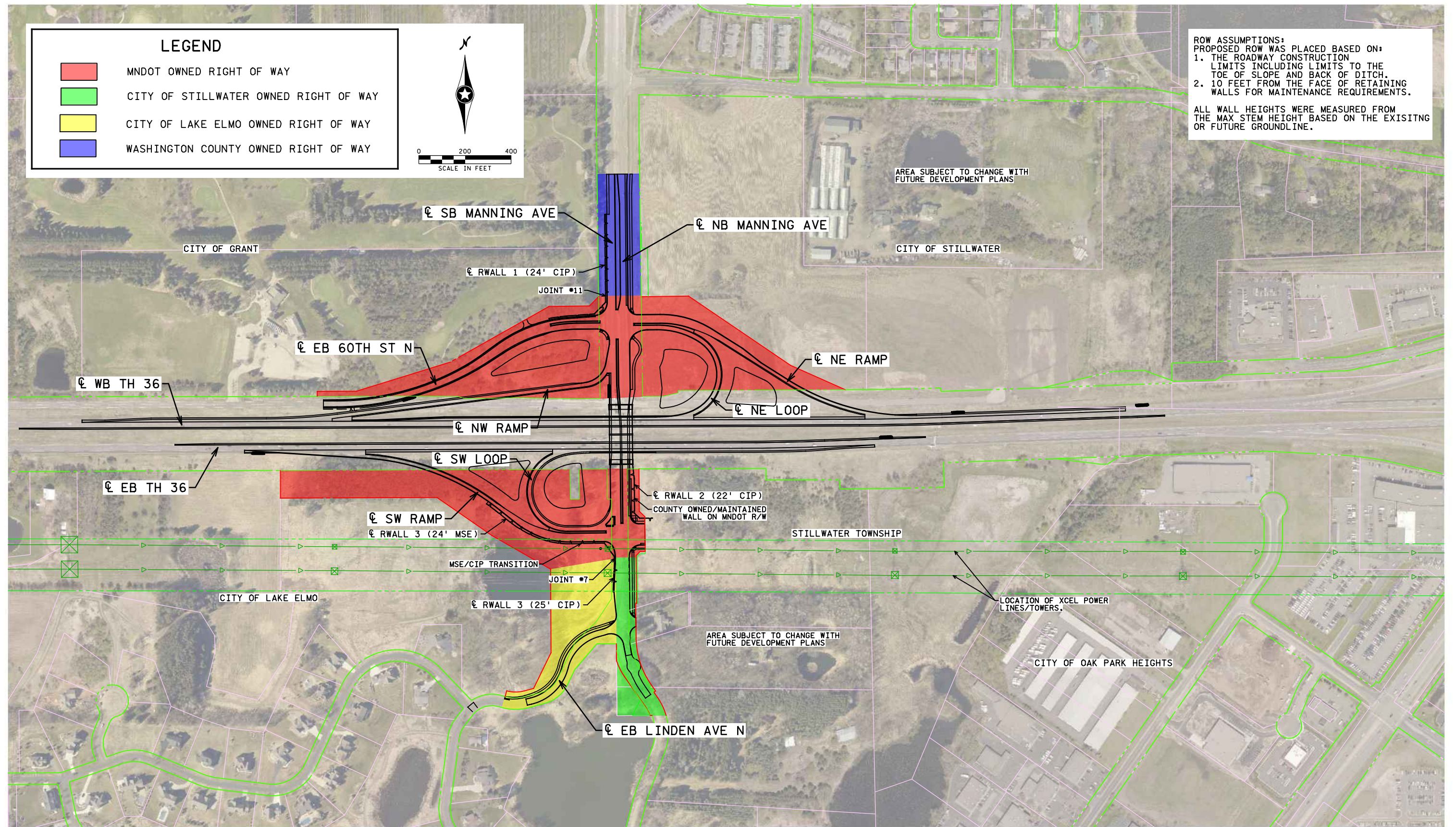
OJT Hours @ \$1.00 Per Hour: 2000

NOTE: Federal Eligibility = \$18,493,257.35 does not include OJT \$

	89%	6%	5%	
Preliminary Engineering	\$954,258.90	\$65,365.07	\$51,762.03	\$1,071,386.00
Final Engineering	\$1,375,888.48	\$94,245.96	\$74,632.56	\$1,544,767.00
Construction Engineering	\$2,150,469.59	\$147,303.42	\$116,648.30	\$2,414,421.31
Right of Way*	\$2,318,404.00	\$1,801,596.00	\$0.00	\$4,120,000.00
Local Cost Share	\$7,937,741.20	\$2,665,881.47	\$691,164.69	\$11,294,787.36
Remaining Cost Share	70%	24%	6%	
Bonding Reduction	\$2,108,337.49	\$708,082.78	\$183,579.73	\$3,000,000.00
\$1 Million Reduction in Local Share	-\$1,000,000.00	\$794,115.23	\$205,884.77	\$0.00
Total Local Cost Share	\$6,829,403.71	\$1,163,683.46	\$301,700.19	\$8,294,787.36

*Includes Xcel Transmission Relocation and BCWD Water Reuse

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**COOPERATIVE AGREEMENT BETWEEN THE CITY OF
LAKE ELMO AND WASHINGTON COUNTY
FOR MAINTENANCE OF AN INTERCHANGE ON TRUNK HIGHWAY (TH) 36
AT MANNING AVENUE/ COUNTY STATE AID HIGHWAY (CSAH) 15**

CONTRACT NO.	13754
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	PERPETUAL

THIS AGREEMENT, by and between the City of Lake Elmo, a municipal corporation, herein after referred to as the "City", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the County and City intend to construct and maintain a roadway interchange at the intersection of Trunk Highway (TH) 36 and Manning Avenue, with portions of the improvements located in the City of Lake Elmo, herein referred to as the "Project" and shown in Exhibit A; and

WHEREAS, a cooperative effort between the City and County is the appropriate method to facilitate the maintenance of these transportation improvements; and

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this Agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein and shall consist of this Agreement and Exhibit A (Project Location Map), and Exhibit B (Post-Project Right of Way Map).

B. MAINTENANCE/OWNERSHIP

1. Upon completion of this project the City shall own and maintain, without cost or expense to the County, all improvements constructed under this project within ultimate City Rights of Way on ~~Manning Avenue South and~~ Linden Avenue including but not limited to:
 - a. Municipal Utilities, including water main abandoned on Linden Avenue under this project.
 - b. Trails and pedestrian ramps located within the City right-of-way.
2. Upon completion of this project the County shall own and maintain the following under this project:
 - a. Storm sewer. The County shall own and maintain the storm sewer trunk line and catch basin and leads on its County right-of-way existing or constructed under this project.
 - b. Signing. All permanent roadway signing on County roads will be controlled by the County.
 - c. With respect to the constructed corridor boulevard, the County will mow the corridor boulevards a minimum of twice per year.
 - d. Curb and gutter. The County shall own and maintain all curb and gutter on its County right-of-way existing or constructed under this project.
 - e. Pavement. The County shall own and maintain all pavement systems on its County right of way existing or constructed under this project.
 - f. Trails and pedestrian ramps located within the County/State right-of-way: The City, at their expense, may, but are not required to, perform snow removal and trail sweeping. The County will own and perform major maintenance of trails and pedestrian ramps. Major maintenance shall include repair and/or replacement of pedestrian ramp panels and failing trail or sidewalk segments.
3. All maintenance required to be performed by this Agreement by the Parties shall be performed in a

manner which shall be at the sole discretion of the party so obligated.

4. The City and County will follow work zone traffic control procedures required in the Minnesota Manual of Uniform Traffic Control Devices for all maintenance activities.
5. The County and City will notify each other at least 24 hours in advance of any maintenance activities requiring a lane closure for work within the other party's right-of-way.
6. The County will control all parking and other regulations on County roads, subject to any previous Agreements between the City and the County.

C. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

D. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said 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 said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

E. INDEMNIFICATION

1. The City agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by the City, its agents, officers or employees during the performance of this Agreement.
2. The County agrees that it will defend, indemnify and hold harmless the City against any and all liability, loss, damages, costs and expenses which the City may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this Agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a.(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

F. CONDITIONS

The City shall not assess or otherwise recover any portion of its cost for this project through special assessment of County property on County-owned property.

G. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

WASHINGTON COUNTY

Chair Date
Board of Commissioners

Kevin Corbid Date
County Administrator

Approved as to form:

Assistant County Attorney Date

CITY OF LAKE ELMO

Mayor Date

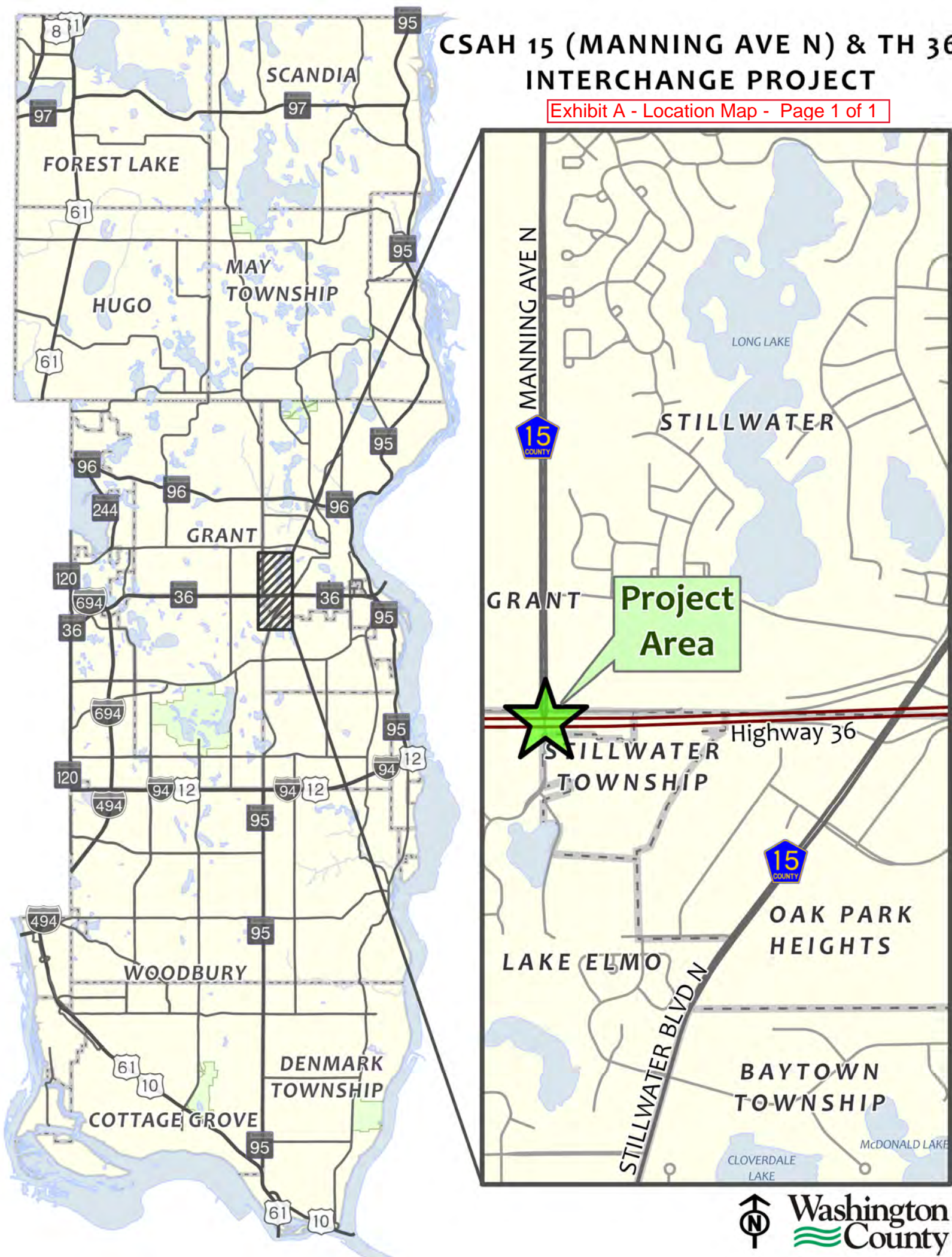
City Administrator Date

Approved as to form:

City Attorney Date

CSAH 15 (MANNING AVE N) & TH 36 INTERCHANGE PROJECT

Exhibit A - Location Map - Page 1 of 1



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