

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
LE SUEUR COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number: 4002-49
Trunk Highway Number: 13=013
State Project Number: 040-070-006
Federal Project Number: CRRSAA-STBG-HSIP 4023(057)
Lighting System Feed Point: A

Total County Obligation
\$679,674.24
Anticipated County Federal Aid
\$566,395.20
County Non-Federal Aid
\$113,279.04

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (State) and Le Sueur County, acting through its Board of Commissioners (County).

Recitals

1. The State will perform grading, concrete and bituminous surfacing, ADA improvements, modular block wall, snow fence, roundabout, and lighting construction and other associated construction upon, along, and adjacent to Trunk Highway (TH) 13 from 1,500 feet north of the south junction of TH 21 to 600 feet north of County State Aid Highway (CSAH) 28 according to State-prepared plans, specifications, and special provisions designated by the County as State Project (SP) 040-070-006 and by the State as SP 4002-49 (TH 13=013) (Project); and
2. The County has requested the State include in its Project roundabout construction; and
3. The County will participate in the costs of the roundabout construction and associated construction engineering; and
4. The federally eligible County participation construction will be reduced by the amount of Federal aid funding received for said construction; and
5. Agreement 1051668 between the State and the City of Montgomery will address city costs for signing, striping, city utility, parking lane, and sidewalk construction and Agreement 1052469 between the State and the County will address the Project detour; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

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

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.

- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the County; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications and special provisions designated by the State as SP 4002-49 (TH 13=013) are on file in the office of the Commissioner of Transportation at Saint Paul, Minnesota, and incorporated into this Agreement by reference (Project Plans).
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the County Engineer and attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction.**
 - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - B. **Inspection by the County.** The County participation construction covered under this Agreement will be open to inspection by the County. If the County believes the County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the County participation construction covered under this Agreement.
- 2.3. **Plan Changes, Additional Construction, Etc.**
 - A. The State will make changes in the Project Plans and contract construction, which may include the County participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate County official of any proposed addenda and change orders to the construction contract that will affect the County participation construction covered under this Agreement.
 - B. The County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- 2.5. **Permits.** The County will submit to the State's Utility Engineer an original permit application for all utilities owned by the County to be constructed hereunder that are upon and within the Trunk Highway

Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).

- 2.6. Replacement of Castings.** Adjustments to certain County-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The County will furnish the contractor with new units and/or parts for those in place County-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the County

Upon completion of the project, the County will provide the following without cost or expense to the State:

3.1. Roundabout on TH 13 at CSAH 28

- A. Roundabout Approaches.** Maintenance of CSAH 28 approaches up to the curb line of the outer circle of the TH 13 roundabout. Maintenance includes, but is not limited to, snow, ice, and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted County maintenance practices.
- B. Roundabout Circle.** Maintenance of the roundabout circle on TH 13 at CSAH 28. The State and County will provide for snow, ice, and debris removal of the roadway portion of the roundabout circle in conjunction with ongoing maintenance activities of their respective roadway approaches to the roundabout circle. The State will provide for resurfacing, seal coating, and any other maintenance activities necessary to perpetuate the roadway portion of the roundabout circle in a safe and usable condition.
- C. Roundabout Landscaping.** Maintenance of any landscaping in the TH 13 roundabout. Maintenance includes but is not limited to, vegetation control, litter and debris removal, removal and replacement of all dead or diseased plantings, and any other maintenance activities necessary to perpetuate the landscaping in a safe, usable, and aesthetically acceptable condition.

- 3.2. Sidewalks.** Maintenance of sidewalk construction on CSAH 28, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

- 3.3. Lighting.** Maintenance of lighting at and approaching the roundabout, including all legs and within the roundabout. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The County will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

3.4. Additional Drainage. No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

4. Basis of County Cost

4.1. Schedule "I". The Preliminary Schedule "I" includes anticipated County participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

4.2. County Participation Construction. The County will participate in the following at the percentages indicated. The construction includes the County's proportionate share of item costs for mobilization, combination field laboratory-office, and traffic control. It is anticipated that Federal aid funding will be available to the County as defined below. The County may be billed for the match of their cost participation as shown on the Schedule "I". County costs will include an amount equal to all anticipated Federal aid funding not applied to the federally eligible County participation construction.

A. 100 Percent will be the County's rate of cost participation in all of the roundabout construction. The construction includes, but is not limited to, those construction items tabulated on Sheets 2 through 4 of the Preliminary Schedule "I". Federal aid funds will be applied at a rate of 90 percent. The Federal Aid Funds are capped at \$765,000.00. County funds will be available for the Federal Aid match up to the capped amount. 100 Percent will be the County's rate of cost participation for balances over the capped Federal Aid and County match amounts.

4.3. Construction Engineering Costs. The County will pay a construction engineering charge equal to 8 percent of the total County participation construction covered under this Agreement.

4.4. Plan Changes, Additional Construction, Etc. The County will share in the costs of construction contract addenda and change orders that are necessary to complete the County participation construction covered under this Agreement, including any County requested additional work and plan changes.

The State reserves the right to invoice the County for the cost of any additional County requested work and plan changes, construction contract addenda, change orders and associated construction engineering before the completion of the contract construction.

4.5. Liquidated Damages. All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

5. County Cost and Payment by the County

5.1. County Cost. \$679,674.24 is the County's estimated share of the costs of the contract construction, including anticipated County Federal Aid, and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

5.2. Conditions of Payment. The County will pay the State the County's total estimated construction and construction engineering cost share, minus anticipated County Federal aid, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the County, including a copy of the Revised Schedule "I".
- B. The County's receipt of a written request from the State for the advancement of funds.

5.3. Acceptance of the County's Cost and Completed Construction. The computation by the State of the amount due from the County will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the County as to the satisfactory completion of the contract construction.

5.4. Final Payment by the County. Upon completion of all contract construction and upon computation of the final amount due the State's contractor and determination by the Federal Highway Administration of the amount of its reimbursement to the State, the State will prepare a Final Schedule "I" and submit a copy to the County. The Final Schedule "I" will be based on final quantities, and include all County participation construction items and the construction engineering cost share covered under this Agreement. The Final Schedule "I" may also include County costs in an amount equal to all Federal Aid funding not applied to the federally eligible County participation construction. If the final cost of the County participation construction exceeds the amount of funds advanced by the County, the County will pay the difference to the State without interest. If the final cost of the County participation construction is less than the amount of funds advanced by the County, the State will refund the difference to the County without interest.

The State and the County waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

6. Authorized Representatives

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

6.1. The State's Authorized Representative will be:

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

6.2. The County's Authorized Representative will be:

Name, Title: David Tiegs, County Engineer (or successor)
 Address: 88 South Park Avenue, Le Center, MN 56057
 Telephone: (507) 357-8204
 Email: dtiegs@co.le-sueur.mn.us

7. Assignment; Amendments; Waiver; Contract Complete

7.1. Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the County from contracting with a third-party to perform County maintenance responsibilities covered under this Agreement.

- 7.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

- 8.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County.
- 8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

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

10. State Audits

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

11. Government Data Practices

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

12. Telecommunications Certification

By signing this agreement, the County certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the County will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The County will include this certification as a flow down clause in any contract related to this agreement.

13. Governing Law; Jurisdiction; Venue

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

14. Termination; Suspension

14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

14.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the County.

14.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

15. Force Majeure

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

[The remainder of this page has been intentionally left blank.]

LE SUEUR COUNTY

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

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

PRELIMINARY SCHEDULE "I"
Agreement No. 1052460
County of Le Sueur

State Project 4002-49 (TH 13=013)

Preliminary: January 24, 2023

State Project 040-070-006

Federal Project CRRSAA-STGB-HSIP 4023(057)

Grading, concrete and bituminous surfacing, ADA improvements, modular block wall, snow fence, roundabout, and lighting construction to start approximately July 25, 2023 under

State Contract No. _____ with _____

located on TH 13 from 1,500 feet north of the south junction of TH 21 to 600 feet north of County State Aid Highway 28

COUNTY COST PARTICIPATION

	Federal Aid 90 Percent	Federal Aid Match 10 Percent	SP No Federal Aid	TOTALS
SP 040-070-006 Work Items From Sheet No. 4	566,395.20	62,932.80	0.00	
Anticipated Total County Construction Costs				\$629,328.00
Construction Engineering (8%)			50,346.24	
Construction Plus Construction Engineering Subtotals	\$566,395.20	\$62,932.80	\$50,346.24	
(1) Total County Obligation				\$679,674.24
Total Anticipated Federal Aid				(\$566,395.20)
(2) Total County Obligation Minus Anticipated Federal Aid				\$113,279.04

(1) Amount of total County obligation as described in Article 5 of the Agreement (estimated amount)

(2) Amount of advance payment as described in Article 5 of the Agreement (estimated amount)

(1) 90% FEDERAL/10% COUNTY (CAPPED), REMAINDER 100% COUNTY
(P) = PLAN QUANTITY

1052460

ITEM NUMBER	SP 040-070-006 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.09	490,000.00	44,100.00
2031.502	COMBINATION FIELD LABORATORY-OFFICE	EACH	0.09	15,000.00	1,350.00
2101.502	GRUBBING	EACH	7.00	250.00	1,750.00
2104.502	REMOVE PIPE APRON	EACH	5.00	250.00	1,250.00
2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	1.00	550.00	550.00
2104.502	REMOVE SIGN	EACH	7.00	65.00	455.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	92.00	2.50	230.00
2104.503	REMOVE PIPE CULVERTS	LIN FT	110.00	17.00	1,870.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	33.00	17.00	561.00
2104.503	REMOVE CURB & GUTTER	LIN FT	110.00	5.00	550.00
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	202.00	5.00	1,010.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	4,466.00	5.00	22,330.00
2106.507	EXCAVATION - COMMON (P)	CU YD	6,181.00	6.50	40,176.50
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	1,453.00	19.00	27,607.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	456.00	6.00	2,736.00
2118.507	AGGREGATE SURFACING (CV) CLASS 1	CU YD	69.00	58.00	4,002.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	1,198.00	28.00	33,544.00
2211.607	AGGREGATE BASE SPECIAL (CV) (P)	CU YD	279.00	62.00	17,298.00
2301.502	DOWEL BAR	EACH	1,114.00	12.00	13,368.00
2301.504	CONCRETE PAVEMENT 8.0"	SQ YD	1,930.00	70.00	135,100.00
2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT	POUND	741.00	5.00	3,705.00
2360.509	TYPE SP 12.5 WEARING COURSE MIX (4,C)	TON	651.00	89.00	57,939.00
2501.502	12" RC PIPE APRON	EACH	2.00	1,050.00	2,100.00
2501.502	27" RC PIPE APRON	EACH	2.00	2,300.00	4,600.00
2501.602	18" PIPE APRON	EACH	4.00	500.00	2,000.00
2501.603	18" PIPE CULVERT	LIN FT	106.00	60.00	6,360.00
2502.502	4" PRECAST CONCRETE HEADWALL	EACH	2.00	500.00	1,000.00
2502.503	4" PE PIPE DRAIN	LIN FT	40.00	15.00	600.00
2502.503	4" PERF PE PIPE DRAIN	LIN FT	310.00	10.00	3,100.00
2503.503	12" RC PIPE SEWER DES 3006 CL V	LIN FT	90.00	70.00	6,300.00
2503.503	27" RC PIPE SEWER DES 3006	LIN FT	129.00	105.00	13,545.00
2506.502	CASTING ASSEMBLY	EACH	3.00	1,000.00	3,000.00
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	16.00	600.00	9,600.00
2511.504	GEOTEXTILE FILTER TYPE 3	SQ YD	54.00	3.60	194.40

(1) 90% FEDERAL/10% COUNTY (CAPPED), REMAINDER 100% COUNTY
(P) = PLAN QUANTITY

1052460

ITEM NUMBER	SP 040-070-006 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2511.507	RANDOM RIPRAP CLASS II	CU YD	11.00	70.00	770.00
2521.518	4" CONCRETE WALK	SQ FT	3,469.00	7.00	24,283.00
2521.518	6" CONCRETE WALK	SQ FT	182.00	11.00	2,002.00
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	477.00	26.00	12,402.00
2531.503	CONCRETE CURB & GUTTER DESIGN S524	LIN FT	684.00	26.00	17,784.00
2531.503	CONCRETE CURB DESIGN B4	LIN FT	81.00	50.00	4,050.00
2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	13.00	75.00	975.00
2545.501	LIGHTING SYSTEM	LUMP SUM	0.45	110,000.00	49,500.00
2554.502	GUIDE POST TYPE B	EACH	8.00	100.00	800.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.09	50,000.00	4,500.00
2564.618	SIGN	SQ FT	416.00	55.00	22,880.00
2572.503	TEMPORARY FENCE	LIN FT	30.00	3.20	96.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	2.00	150.00	300.00
2573.502	CULVERT END CONTROLS	EACH	3.00	180.00	540.00
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	228.00	3.20	729.60
2574.505	SOIL BED PREPARATION	ACRE	1.10	250.00	275.00
2574.508	FERTILIZER TYPE 1	POUND	220.00	0.90	198.00
2574.508	FERTILIZER TYPE 3	POUND	266.00	1.00	266.00
2575.504	ROLLED EROSION PREVENTION CATEGORY 15	SQ YD	146.00	3.00	438.00
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	1,273.00	2.25	2,864.25
2575.505	SEEDING	ACRE	2.00	300.00	600.00
2575.505	MOWING	ACRE	2.20	70.00	154.00
2575.505	WEED SPRAYING	ACRE	0.60	130.00	78.00
2575.506	WEED SPRAY MIXTURE	GALLON	0.40	85.00	34.00
2575.508	SEED MIXTURE 22-111	POUND	29.00	4.00	116.00
2575.508	SEED MIXTURE 25-131	POUND	35.00	4.00	140.00
2575.508	SEED MIXTURE 25-141	POUND	27.00	5.00	135.00
2575.508	SEED MIXTURE 35-241	POUND	20.00	25.00	500.00
2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	2,695.00	1.30	3,503.50
2575.508	HYDRAULIC STABILIZED FIBER MATRIX	POUND	2,700.00	1.15	3,105.00
2575.523	RAPID STABILIZATION METHOD 3	M GALLON	3.00	370.00	1,110.00
2582.503	MOBILE RETROFLECTOMETER MEASUREMENTS	LIN FT	8,390.00	0.02	167.80
2582.503	4" SOLID LINE PAINT GR IN (WR)	LIN FT	1,593.00	0.50	796.50
2582.503	6" SOLID LINE PAINT GR IN (WR)	LIN FT	1,377.00	0.65	895.05

LE SUEUR COUNTY

RESOLUTION

IT IS RESOLVED that Le Sueur County enter into MnDOT Agreement 1052460 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of the roundabout construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway 13 from 1,500 feet north of the south junction of Trunk Highway 21 to 600 feet north of County State Aid Highway 28 under State Project (SP) 040-070-006 and SP 4002-49 (TH 13=013).

IT IS FURTHER RESOLVED that the _____
(Title)

and the _____
(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Le Sueur County at an authorized meeting held on the _____ day of _____, 2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2023 Notary Public _____ My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)