

**AGENDA
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, APRIL 2, 2024 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.”

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of March 19, 2024.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS:

2. Public Hearing to consider a request for the 3rd Street NW intersection within the BNSF right-of-way to be vacated.

CONSENT AGENDA: NONE

Items under the “Consent Agenda” will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

3. Regular meeting minutes of the Water, Light, Power, and Building Commission for March 6, 2024.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

4. Consider adopting Resolution No. 24-03-30 permanently closing the 3rd Street NW crossing (DOT No. 081280B) to vehicular traffic from the BNSF right-of-way, install continuous curb along 2nd Street

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

NW and Hill Street, file the resolution, and authorize the Council President and City Administrator to execute all necessary documentation.

5. Consider approving the Highway-Rail Grade Crossing Closure Agreement between the City of East Grand Forks and BNSF Railway Company for the closure of the 3rd Street NW crossing and donation to the city for the elimination of the crossing.
6. Consider approving the Grade Crossing Construction and Maintenance Agreement between the City of East Grand Forks and BNSF Railway Company for the reconstruction of the roadway, adding pedestrian facilities to a crossing, center medians, and curb and gutter for the 2nd Avenue NE crossing.
7. Consider adopting Resolution No. 24-03-26 accepting the bid and awarding the project for the 2022 City Project No 3 for the Quiet Zone/Street and Sidewalk Improvements to Opp Construction for a total of \$1,051,314.50.
8. Consider awarding the Annual Sewer Cleaning and Televising Project to Johnson Jet-Line for a total of \$69,832.15.
9. Consider adopting Resolution No. 24-04-31 accepting and awarding the bid for the City Hall Roof Replacement to the Equity Builders Company for a total of \$635,560.00.
10. Consider approving the Grant Agreement between the City of East Grand Forks and the Bass Pro Shops and Cabela's Outdoor Fund for \$3,700 to support the purchase of solar lights for the boat ramp area in LaFave Park.
11. Consider authorizing the hiring process to fill the Parks and Recreation Specialist position.
12. Consider adopting Resolution No. 24-04-32 approving the proposed increases to the Mayor, Council President, and Council members salaries starting January 2025.
13. Consider waiving the special event related fees for the Cruz-In Forks Downtown Car Show for the 2024 events.

CLAIMS:

14. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

COUNCIL/STAFF REPORTS:

ADJOURN:

Upcoming Meetings

Work Session – Tuesday, April 9, 2024 – Training Room – 5:00 PM
Council Meeting – Tuesday, April 16, 2024 – Council Chambers – 5:00 PM
Work Session – Tuesday, April 23, 2024 – Training Room – 5:00 PM

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

**UNAPPROVED MINUTES
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, MARCH 19, 2024 – 5:00 PM**

CALL TO ORDER:

The Council Meeting of the East Grand Forks City Council for Tuesday, March 19, 2024 was called to order by Council Vice-President Riopelle at 5:00 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Council Vice-President Tim Riopelle, Council Members Clarence Vetter, Ben Pokrzywinski, Dale Helms (via Interactive Technology), Brian Larson, and Karen Peterson.

Staff Present: Karla Anderson, Finance Director; Jeff Boushee, Fire Chief; Nancy Ellis, City Planner; Steve Emery, City Engineer; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Michael Hedlund, Police Chief, Jeremy King, Parks and Recreation Superintendent; and Megan Nelson, City Clerk.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present.

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

Council Vice-President Riopelle stated the open form was an opportunity for members of the public to address the City Council on items not on the current agenda and items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate. He asked if anyone would like to address the City Council, please come up to the podium to do so. No one came forward.

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of March 5, 2024.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of March 12, 2024.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO APPROVE ITEMS ONE (1) AND TWO (2).

Voting Aye: Helms, Larson, Peterson, Vetter, Pokrzywinski, and Riopelle.

Voting Nay: None.

Absent: Olstad.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:

Items under the “Consent Agenda” will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

3. Consider approving the Special Event Application for the Cruz-in Forks Downtown Car Show which would block off the parking lots by restaurant row and the other side of Demers Ave for a car show that would be hosted one night per month for four months starting on June 27, 2024 from 5pm to 9pm.
4. Consider approving the Exempt Gambling Permit Application for the East Grand Forks Fire Department Relief Association to hold a raffle on September 7, 2024 at Valley Golf Course located at 2407 River Road NW East Grand Forks, MN 56721 and waive the 30-day waiting period.
5. Consider approving the Special Event Application for Sacred Heart School authorizing the closure of a portion of 3rd Street NW for the annual School Carnival on May 15th from 5pm to 7pm.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE ITEMS THREE (3) THROUGH FIVE (5).

Voting Aye: Helms, Larson, Peterson, Vetter, Pokrzywinski, and Riopelle.

Voting Nay: None.

Absent: Olstad.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

6. Regular meeting minutes of the Water, Light, Power, and Building Commission for February 21, 2024.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

7. Consider adopting Resolution No. 24-03-28 approving the plans and specifications and ordering advertisement for bids for the 2023 City Project No. 5 Sidewalk and Multi-Use Trail Extension.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADOPT RESOLUTION NO. 24-03-28 APPROVING THE PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR THE 2023 CITY PROJECT NO. 5 SIDEWALK AND MULTI-USE TRAIL EXTENSION.

Voting Aye: Helms, Larson, Peterson, Vetter, Pokrzywinski, and Riopelle.

Voting Nay: None.

Absent: Olstad.

8. Consider approving the Facility Use Agreement between the City of East Grand Forks and the Blue Line Club for use of the VFW Memorial Arena from March 18th through April 11th for a total of \$10,800.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER VETTER, TO APPROVE THE FACILITY USE AGREEMENT BETWEEN THE CITY OF EAST GRAND FORKS AND THE BLUE LINE CLUB FOR USE OF THE VFW MEMORIAL ARENA FROM MARCH 18TH THROUGH APRIL 11TH FOR A TOTAL OF \$10,800.

Voting Aye: Helms, Larson, Peterson, Vetter, Pokrzywinski, and Riopelle.

Voting Nay: None.

Absent: Olstad.

9. Consider approving the Facility Use Agreement between the City of East Grand Forks and the Northern Lights Figure Skating Club for use of the VFW Memorial Arena from March 18th to April 12th for a total \$1,800.

A MOTION WAS MADE BY COUNCIL MEMBER PETERSON, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE THE FACILITY USE AGREEMENT BETWEEN THE CITY OF EAST GRAND FORKS AND THE NORTHERN LIGHTS FIGURE SKATING CLUB FOR USE OF THE VFW MEMORIAL ARENA FROM MARCH 18TH TO APRIL 12TH FOR A TOTAL \$1,800.

Voting Aye: Helms, Larson, Peterson, Vetter, Pokrzywinski, and Riopelle.

Voting Nay: None.

Absent: Olstad.

10. Consider adopting Resolution No. 24-03-29 approving Minnesota Laws 2023 Chapter 64, Article 10 Section 33 and authorize staff to take necessary action to implement the Special Law.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER PETERSON, TO ADOPT RESOLUTION NO. 24-03-29 APPROVING MINNESOTA LAWS 2023 CHAPTER 64, ARTICLE 10 SECTION 33 AND AUTHORIZE STAFF TO TAKE NECESSARY ACTION TO IMPLEMENT THE SPECIAL LAW.

Council member Vetter asked Mr. Galstad what the law was. Discussion followed about the adoption of this resolution was a part of the local sales tax process, it was a necessary step to move forward, and was a part of the last sales tax process but was done in a different order. Council member Vetter said he would depend on the staff's recommendation.

Voting Aye: Helms, Larson, Peterson, Vetter, Pokrzywinski, and Riopelle.

Voting Nay: None.

Absent: Olstad.

CLAIMS:

11. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER LARSON, TO AUTHORIZE THE CITY ADMINISTRATOR/CLERK-TREASURER TO ISSUE PAYMENT OF RECOMMENDED BILLS AND PAYROLL.

Voting Aye: Helms, Larson, Peterson, Vetter, Pokrzywinski, and Riopelle.

Voting Nay: None.

Absent: Olstad.

COUNCIL/STAFF REPORTS:

Council Member Larson stated he wanted to publicly thank all the volunteers that helped at the basketball tournament that was held over the weekend and how they helped make the event a success.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADJOURN THE MARCH 19, 2024 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:10 P.M.

Voting Aye: Helms, Larson, Peterson, Vetter, Pokrzywinski, and Riopelle.

Voting Nay: None.

Absent: Olstad.

Megan Nelson, City Clerk

NOTICE TO CONSIDER 3RD STREET NW INTERSECTION VACATION

The City Council of East Grand Forks has scheduled a Public Hearing to consider a request for the 3rd Street N.W intersection within the BNSF right-of way to be vacated. The public hearing is scheduled for **5:00 p.m. on Tuesday, April 2, 2024**, in the Council Chambers of City Hall located at 600 DeMers Avenue NW, East Grand Forks, MN 56721 submitted by the City of East Grand Forks.

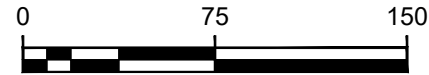
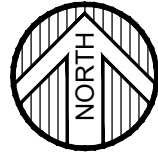
The City of East Grand Forks is vacating an intersection for the elimination of the road crossing to effectuate a "Rail-Road Quiet Zone."

Dated this 13th day of March, 2024.



Reid Huttunen
City Administrator/Clerk -Treasurer
City of East Grand Forks, MN

(Publish March 20 & 27, 2024)

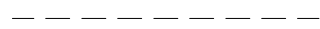


SCALE (IN FEET)

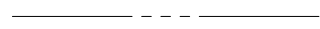
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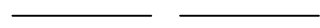
AREA TO BE VACATED OF PUBLIC RIGHT OF WAY



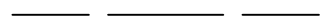
LOT LINE



RIGHT OF WAY LINE



SECTION LINE



QUARTER LINE

EXHIBIT A



OWNER: BURLINGTON NORTHERN
PIN: 83030400

Legal Description:

All that part of Burlington Northern Railroad Company's right of way in Government Lot 6, Section 2, Township 151 North, Range 50 West of the Fifth Principal Meridian, Polk County, Minnesota, bounded on the east by the southeasterly extension of the northeasterly right of way of 3rd Street NW, per the recorded plat of REARRANGEMENT OF BLOCK 8, GRAND FORKS EAST AND BLOCK 5, EAST GRAND FORKS, bounded on the west by the southeasterly extension of the southwesterly right of way of said 3rd Street NW, and lying within 16.00 feet northwesterly and southeasterly of the centerline of the railroad tracks.

The described area contains 2,780 sq. ft., more or less.

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Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held on March 6, 2024, at 8:00 am in the City Council Chambers.

Present: Grinde, Beauchamp, Quirk (Interactive technology), Riopelle

Absent: None

Also present: Ron Galstad, Keith Mykleseth, Brian Johnson, Todd Grabanski, Steve Emery, Todd Forster, Brianna Feil, Jordan Midgarden, Corey Thompson, Karla Anderson

It was moved by Commissioner Beauchamp supported by Commissioner Quirk to approve the minutes of the previous regular meeting held on February 21, 2024.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Quirk supported by Commissioner Beauchamp to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,022,476.88.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Quirk to approve the Plans & Specifications for the 2024 Miscellaneous Electrical Distribution Construction Project, advertise for bids and set bid date for April 11, 2024, at 2:00 pm.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Quirk supported by Commissioner Riopelle to approve the Plans & Specifications for the 2024 Electrical Equipment & Materials, advertise for bids and set bid date for March 28, 2024, at 2:00 pm.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Quirk to approve the Frontier Energy Agreement of Services through December 31, 2026.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Quirk to adjourn at 8:27 am to the next regular meeting on March 20, 2024, at 8:00 am to be held in the City Council Chambers.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

Kristen Shipes
Commission Secretary

Request for Council Action

Date: April 2, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Reid Huttunen, City Administrator

RE: Quiet Zone project approval consideration

Background:

There will be a series of project agreements and bids to be considered for the proposed Quiet Zone project.

1. Public Hearing to consider vacating the 3rd St Crossing intersection.
2. Resolution to Close and Vacate 3rd St NW Rail-road crossing intersection.
 - o Per City Charter, to approve the vacation of a street, this vote requires 3/4 of the voting members concur with the resolution.
3. 3rd St NW Crossing Closure Agreement with BNSF
4. Construction & Maintenance (C&M) Agreement with BNSF for 2nd Ave NE Crossing
5. Project Bid for 2022 City Project No. 3 – Quiet Zone and Street/SW improvements

Outstanding items:

An additional Construction & Maintenance Agreement for Central Ave will need to be approved at a future meeting. This Agreement is currently under review by BNSF to identify any costs associated with the City obtaining easement within RR right of way for Hill St and 2nd St and as well as access to City infrastructure for its flood control system. The contractual language in this agreement will mirror the language in the 2nd Ave NE C&M agreement.

Staff Update:

Since the March 12 work session, the City Attorney and City Administrator have worked with BNSF staff to review and propose revisions to the City's C&M agreement concerns related to liability and indemnification. BNSF has agreed to the revisions recommended by the City Attorney, and those changes are reflected in C&M agreement included for City Council consideration. The recommended revisions included BNSF agreeing that the City (AGENCY) does not assume liability for damage, destruction, injury or death if it was contributed to by the misconduct or negligence of BNSF, its agents, employees or partners.

Enclosures:

1. Resolution to close/vacate 3rd St NW crossing including Exhibit A
2. 3rd St Crossing Closure Agreement with BNSF
3. Construction & Maintenance Agreement for 2nd Ave NE with BNSF

RESOLUTION NO. 24 – 04 - 30

**A RESOLUTION VACATING THE INTERSECTION OF 3RD ST NW
WITHIN THE BNSF RIGHT OF WAY**

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

**THE CITY COUNCIL OF THE CITY OF EAST GRAND FORKS, MINNESOTA DOES
HEREBY RESOLVE AS FOLLOWS:**

WHEREAS, The BNSF Railway Company and the City of East Grand Forks have joined together to consolidate redundant and unnecessary street/railroad crossings; and

WHEREAS, the City Council resolves to vacate a portion of 3rd Street N.W containing (DOT No. 081280B) crossing be permanently closed to vehicular traffic and vacated at the time the City removes 3rd St. NW crossing intersection from within the BNSF Right-of-Way the intersect; and

WHEREAS, the portion of the street being vacated is located in the City of East Grand Forks, County of Polk, and legally described as:

All that part of Burlington Northern Railroad Company's right of way in Government Lot 6, Section 2, Township 151 North, Range 50 West of the Fifth Principal Meridian, Polk County, Minnesota, bounded on the east by the southeasterly extension of the northeasterly right of way of 3rd Street NW, per the recorded plat of REARRANGEMENT OF BLOCK 8, GRAND FORKS EAST AND BLOCK 5, EAST GRAND FORKS, bounded on the west by the southeasterly extension of the southwesterly right of way of said 3rd Street NW, and lying within 16.00 feet northwesterly and southeasterly of the centerline of the railroad tracks.

WHEREAS, the city conducted a public hearing required by city charter in section 10.05 on the 2nd day of April, 2024; in the council chambers located at 600 Demers Avenue, NW in East Grand Forks, notice of the hearing being mailed to all abutting property owners and notice of the hearing being posted and published in the Exponent newspaper on March 20, 2024 and March 27, 2024; and

WHEREAS, three-fourths (3/4) of all members of the City Council concur in this resolution;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF EAST GRAND FORKS, that the 3rd St. NW (DOT No. 081280B) crossing be permanently closed to vehicular traffic and vacated at the time the City removes 3rd St. NW from within the BNSF Right-of-Way and installation continuous curb along 2nd St. NW and Hill St. The Railroad will remove the crossing surfaces from between the rails. City shall coordinate removal of roadway approaches with the BNSF Roadmaster in order for the Railroad to provide the required flagging for notification of train operations.

FURTHER RESOLVED, further that the City clerk shall file for recording and duly record the resolution in the office of the Register of Deeds in and for the County of Polk and State of Minnesota.

BE IT FURTHER RESOLVED, that the Council President and City Administrator/Clerk Treasurer are hereby authorized to sign all documents necessary to effectuate the intent of this resolution.

Adopted by the Council this 2nd day of April, 2024.

Voting Aye:

Voting Nay:

Absent:

The President declared the Resolution passed.

Passed: April 2, 2024

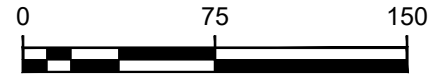
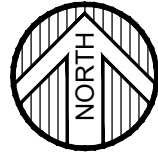
ATTEST:

Reid Huttunen, City Administrator

Mark Olstad, President of Council

I hereby approve the foregoing Resolution this 2nd day of April, 2024.

Mayor-Steven Gander

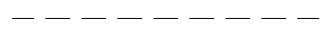


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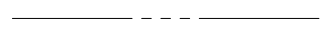
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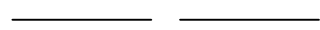
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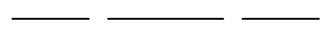
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The described area contains 2,780 sq. ft., more or less.

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HIGHWAY-RAIL GRADE CROSSING CLOSURE AGREEMENT

BNSF File No. BF-20257453
3rd St. NW
 U.S. DOT No. 081280B
 Railroad Line Segment: 32
 Railroad Milepost: 106.89

THIS AGREEMENT, made and entered into by and between the BNSF RAILWAY COMPANY, a Delaware corporation, hereinafter referred to as the "BNSF", and the City of East Grand Forks, hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, elimination of a grade crossing by closing the road includes the abandonment and permanent vacating of roadway right-of-way across the railroad right-of-way, and

WHEREAS, the Agency certifies that they are the proper Road Authority for the 3rd St. NW grade crossing in East Grand Forks, MN, and

WHEREAS, the BNSF agrees to pay the Agency a closure donation for eliminating crossing DOT No. 081280B by closing the road, and

WHEREAS, the Agency in cooperation with BNSF will permanently close the 3rd St. NW grade crossing DOT No. 081280B, and

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

- SECTION 1.** The Agency after having executed this agreement, and after taking all actions necessary to permanently close and vacate the 3rd St. NW Public Crossing DOT No. 081280B and easement across the BNSF's property, and after removing all parts of 3rd St. NW and installing continuous curb along 2nd St. NW and Hill St., will submit a statement (including Agency's Tax ID #) to the BNSF in the amount of Two Hundred and Six Thousand Two Hundred Three Dollars and No/100 (\$206,203.00) and an executed Closure Ordinance or Resolution made reference here as Exhibit A. The City of East Grand Forks should contact the BNSF Roadmaster at 701-795-1266 in advance to coordinate scheduling of work next to tracks.
- SECTION 2.** The BNSF hereby agrees to pay the Agency the sum of Two Hundred and Six Thousand Two Hundred Three Dollars and No/100 (\$206,203.00), upon the receipt of the above referenced statement and ordinance.
- SECTION 3.** Upon the receipt of the above mentioned statement and resolution, the BNSF further agrees to remove the railroad crossing surfaces, crossbuck signs, and railroad crossing signal equipment that currently exist on its right-of-way.
- SECTION 4.** The Agency agrees to own and maintain the modified roadways and curbs within the City's remaining right-of-way.
- SECTION 5.** The Agency agrees, by the above consideration received that this crossing will remain closed and will not be re-opened by the Agency.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as the dates below indicated.

EXECUTED by the BNSF this ____ day of _____, _____

BNSF RAILWAY COMPANY

By: _____

Title: _____

EXECUTED by the Agency this ____ day of _____, _____

City of East Grand Forks

By: _____

WITNESS: _____



Contract Number: BF-20265885

GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT

BNSF File No.: BF-20265885
Mile Post 106.618
Line Segment 32
U.S. DOT Number 081276L
Grand Forks Subdivision

This Agreement ("**Agreement**"), is executed to be effective as of _____, ____ ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**") and the **CITY OF EAST GRAND FORKS**, a political subdivision of the State of Minnesota ("**Agency**").

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of East Grand Forks, State of Minnesota; and

WHEREAS, in the interest of aiding vehicular travel and public safety, the Agency is undertaking a project to improve the existing 2nd Ave NE at-grade crossing, located at BNSF Line Segment **32** and Milepost **106.618**, and designated by D.O.T. No. **081276L**, by reconstructing the roadway, adding pedestrian facilities to the west side of the crossing, center medians, and curb & gutter within the new roadway easement across the BNSF right-of-way as indicated on the Exhibit A and Exhibit B, attached hereto and incorporated herein; and

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the installation of advance warning signs, or pavement marking stop bars; and

WHEREAS, the Agency also desires BNSF to install an extension of the existing crossing surface at 2nd Ave NE with a new concrete and rubber crossing surface to accommodate the new pedestrian sidewalk; and

WHEREAS, the Agency is paying for the acquisition and installation of the extended crossing surface at 2nd Ave NE; and

WHEREAS, the BNSF agrees to purchase and install, at AGENCY'S sole expense, the new crossing surface material described in the scope of work herein, and upon the terms and conditions set forth below; and



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NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – SCOPE OF WORK

- 1) The term **"Project"** as used herein includes any and all work related to the reconstruction/construction of the roadway, adding pedestrian facilities to the west side of the crossing, center medians, and curb & gutter at the 2nd Ave NE crossing by Agency and installation of new crossing surfaces at U.S. D.O.T No. 081276L, (hereinafter referred to as the **"Crossing"**) by BNSF, more particularly described on the Exhibit A, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II – RAILROAD OBLIGATIONS

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

- 1) Upon Agency's payment to BNSF of an administrative fee in the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500), together with the Temporary Construction License Fee in the sum of Zero and No/100 Dollars (\$0.00), BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to enter upon and use the portion of BNSF's right-of-way as is necessary to reconstruct the roadway, add pedestrian facilities to the west side of the crossing, center medians, and curb & gutter at the 2nd Ave NE crossing and thereafter maintain, the Crossing as described further on Exhibit A-1, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:
 - A. Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;
 - B. Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate;



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- C. Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate.

The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) 18 months following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Structure only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary Construction License, to use the Structure for any other purpose than construction. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

Upon Agency's payment to BNSF of the additional sum of Six Thousand Two Hundred Fifty and No/100 Dollars (\$6,250.00), such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article III, Section 8 of this Agreement, and provided further that Agency is in compliance with the term and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Crossing, substantially in the form of Exhibit B attached to this Agreement. If Agency fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

- 2) BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:



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- A. Procurement of materials, equipment and supplies necessary for the railroad work;
 - B. Preliminary engineering, design, and contract preparation;
 - C. Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
 - D. Furnishing engineering and inspection as required in connection with the construction of the Project;
 - E. Removal and disposal of the existing crossing surfaces from the Crossing;
 - F. Installation of one 8-foot concrete crossing surface extension for the one track complete with new rail, ties, ballast, fasteners, along with appropriate surfacing, to carry the improved roadway and sidewalk;
 - G. Make such changes in the alignment, location and elevation of its telephone, telegraph, signal and/or wire lines and appurtenances along, over or under the tracks, both temporary and permanent, as may become necessary by reason of the construction of the Project.
- 3) BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.
- 4) Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.
- 5) BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual



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cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

- 6) During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

ARTICLE III – AGENCY OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

- 1) Agency must furnish to BNSF plans and specifications for the Project. Said plans (reduced size 11" x 17"), showing the plan and profile of the roadway work on BNSF right-of-way and marked as Exhibit A, attached hereto and made a part hereof, must be submitted to BNSF for the development of railroad cost estimates.
- 2) Agency must make any required application and obtain all required permits and approvals for the construction of the Project.
- 3) Agency must acquire all rights of way necessary for the construction of the Project.
- 4) Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.



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- 5) Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:
- A. Design and Reconstruction/Construction of 2nd Ave NE;
 - B. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
 - C. Installation of advance warning signs in accordance with the MUTCD;
 - D. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
 - E. Provide suitable drainage, both temporary and permanent;
 - F. Provide all barricades, lights, flagmen or traffic control devices necessary for preventing vehicular traffic from using a portion of the Crossing, during the installation of the concrete crossing surfaces, and also during the installation of the Crossing Signal Equipment;
 - G. Construct asphalt/concrete roadway surface on approaches to each track;
 - H. Provide and place six (6) to twelve (12) inch wide section of asphalt between roadway concrete headers (and sidewalk) and the new concrete crossing surfaces;
 - I. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;
- 6) The Agency will approve the location of the signals and signal bungalow prior to the installation by BNSF.
- 7) The Agency must have advanced railroad crossing signs and standard pavement markings in place at the crossing shown on Exhibit A (if the same are required by the MUTCD) prior to the acceptance of this Project by the Agency.
- 8) The Agency must give BNSF's Manager Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad portion of the work after receipt of necessary



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funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written Notice to Proceed is received from Agency.

- 9) The Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.
- 10) For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "www.contractororientation.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.
- 11) Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.
- 12) Agency must include the following provisions in any contract with its contractor(s) performing work on said Project:
 - A. The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.



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- B. Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative Dan Peltier at 763-782-3495 to stop construction at no cost to the Agency or BNSF until these items are completed.
 - C. The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.
 - D. In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**
- 13) Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.
- 14) Except as otherwise provided below in this Section 14, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:
- A. All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;



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- B. Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
 - C. No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-I, and (ii) delivered to and secured BNSF's approval of the required insurance; and
 - D. If it is in Agency's best interest, Agency may direct that the construction of the Project be done by day labor under the direction and control of Agency, or if at any time, in the opinion of Agency, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, Agency may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, Agency will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.
 - E. To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's Roadmaster 60 days advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.
- 15) Agency must advise the appropriate BNSF Manager Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION,



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SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. HOWEVER, THE AGENCY DOES NOT ASSUME THE LIABILITY FOR DAMAGE, DESTRUCTION, INJURY OR DEATH IF IT WAS OCCASSIONED OR CONTRIBUTED TO BY THE MISCONDUCT OR NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR PARTNERS TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE NEGLIGENCE OF BNSF.

ARTICLE IV – JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

- 1) All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.



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- 2) The work hereunder must be done in accordance with the Exhibit A and the detailed plans and specifications approved by BNSF.
- 3) Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.
- 4) BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

Reid Huttunen, City Administrator
600 Demers Ave East Grand Forks, MN
Phone: 218-773-2483



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Email: RHuttunen@egf.mn

- 5) Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify Reid Huttunen, City Administrator (218)773-2483 for appropriate corrective action.
- 6) Pursuant to this section and Article II, Section 6 herein, Agency must, reimburse BNSF in full for the **actual costs** of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).
- 7) All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.
- 8) The construction of the Project will not commence until Agency gives BNSF's Manager Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number and D.O.T. Crossing No. 081276L and must state the time that construction activities will begin.
- 9) In addition to the terms and conditions set forth elsewhere in this Agreement, BNSF and the Agency agree to the following terms upon completion of construction of the Project:
 - A. Agency will own and be fully responsible for repairs, maintenance, future construction or reconstruction of the 2nd Ave NE roadway.
 - B. Will maintain the elevation of the 2nd Ave NE roadway approaches to match the elevation on the railroad track crossing surfaces and to be no more than three



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(3) inches above or six (6) inches below top-of-rail elevation at a distance measured thirty (30) feet from the nearest rail.

- C. Agency will maintain the advanced railroad crossing warning signs and pavement markings and agrees to hold harmless and indemnify BNSF for any claims, damages or losses, in whole or in part, caused by or due to the Agency's failure to maintain the advanced warning signs and markings or other requirements of the MUTCD.
- D. Agency will do nothing and permit nothing to be done in the maintenance of the 2nd Ave NE roadway, which will interfere with or endanger facilities of BNSF.
- E. It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- F. Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the Agency or any other governmental or legislative authority increase the Agency's portion of maintenance cost under this Agreement, BNSF will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the Agency's increased portion of maintenance costs will be incorporated into and made a part of this Agreement.
- G. If a railway or highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment, Crossing Signal House, or the new crossing surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.
- H. If any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:
 - i) In the event the BNSF's sole negligence destroys or damages the Crossing Signal Equipment and/or the Crossing Signal House, BNSF must, at its sole cost and expense, replace or repair such Crossing Signal Equipment and/or Crossing Signal House.



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- ii) In the event the Crossing Signal Equipment is damaged or destroyed by any other cause, Agency must reimburse BNSF for the costs to replace or repair such Crossing Signal Equipment and/or Crossing Signal House.
- 10) Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **Inspection and Maintenance** purposes and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.
- 11) Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of Minnesota and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.
- 12) The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.
- 13) In the event construction of the Project does not commence within 18 months of the Effective Date, this Agreement will become null and void.
- 14) Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.
- 15) To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.
- 16) This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency



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with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

- 17)** Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF: BNSF's Manager Public Projects

80 44th Ave NE

Minneapolis, MN 55421

Agency: City of East Grand Forks
600 Demers Ave
East Grand Forks, MN 56721

SIGNATURE PAGE FOLLOWS



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

WITNESS:

**AGENCY
CITY OF EAST GRAND FORKS**

WITNESS:

By: _____

Printed Name: _____

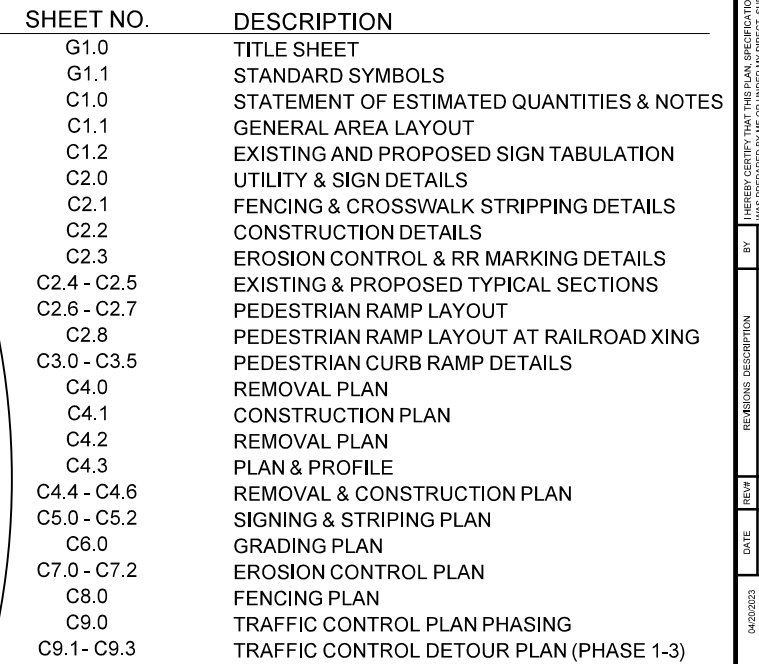
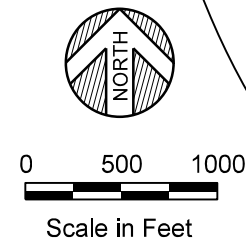
Title: _____



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Exhibit A

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33

MODEL: Detail
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SURVEY MONUMENTS

	BENCH MARK
	FOUND CIM
	FOUND CPNT.
	FOUND JLM
	FOUND LATH
	FOUND PIPE
	FOUND READING
	STAKED CIM
	STAKED CPNT.
	STAKED JLM
	STAKED PIPE

EXISTING TOPO SYMBOLS

	AC UNIT
	FENCE POST
	FLAG POLE
	GUARD POST
	HANDICAP SYMBOL
	MAILBOX
	SHRUB
	SIGN DOUBLE POST
	SIGN SINGLE POST
	TREE CONIFER
	TREE DECIDUOUS
	TREE STUMP
	TV DISH
	WETLAND SYMBOL
	YARD LIGHT

EXISTING UTILITY MUNICIPAL SYMBOLS

	APRON
	LIFT STATION
	SANITARY CLEANOUT
	SANITARY MANHOLE
	STORM CATCH BASIN
	STORM INLET
	STORM MANHOLE
	WATER CURB STOP
	WATER HANDHOLE
	WATER HYDRANT
	WATER MANHOLE
	WATER METER

EXISTING UTILITY MUNICIPAL SYMBOLS (cont.)

	WATER VALVE
	WATER WELL
	UTILITY
	UTILITY SIZE & TYPE

EXISTING UTILITY PRIVATE SYMBOLS

	ELEC GROUND LIGHT
	ELEC HANDHOLE
	ELEC LIGHT POLE
	ELEC MANHOLE
	ELEC METER
	ELEC PEDESTAL
	ELEC POLE
	ELEC SIGNAL
	ELEC TRANSFORMER BOX
	GAS METER
	GAS VALVE
	LP TANK
	TELE HANDHOLE
	TELE MANHOLE
	TELE PEDESTAL
	TELE POLE
	TV HANDHOLE
	TV PEDESTAL

EROSION CONTROL SYMBOLS

	SURFACE DRAINAGE ARROW
	STORM DRAIN INLET PROTECTION

TRAFFIC CONTROL DEVICES & SYMBOLS

	TRAFFIC CONTROL SIGN (1 POST)
	TRAFFIC CONTROL SIGN (2 POST)
	TYPE III BARRICADE
	DRUM CHANNELIZER
	FLASHING ARROW OR MESSAGE BOARD

EXISTING TOPOGRAPHIC LINES

	CENTER LINE
	EDGE OF WOODS
	FENCE WOOD
	FORCEMAIN
	OVERHEAD CABLE TV
	OVERHEAD ELECTRIC
	OVERHEAD TELE
	SANITARY SEWER SERVICE

EXISTING TOPOGRAPHIC LINES (CONT.)

	WATERMAIN
	SILT FENCE TYPE MACHINE SLICED
	WETLAND EDGE

EROSION CONTROL LINES

	BIO ROLL
	SILT FENCE

R/W, LOT & EASEMENTS LINES

	EASEMENT LINE
	LOT LINE
	RIGHT OF WAY EXISTING
	RIGHT OF WAY PROPOSED

HATCH PATTERN AND SHADING LEGEND

	SOD
	SEED
	HYDRAULIC STABILIZER
	BITUMINOUS SURFACE
	CONCRETE SURFACE
	INPLACE SIGNAL POLE
	PROPOSED SIGNAL POLE
	PEDESTRIAN PUSH BUTTON STATION
	PEDESTRIAN PUSH BUTTON
	CONTROL POINTS AT GUTTER FLOW LINE
	TRUNCATED DOMES (SEE STANDARD PLATE 7038)
	CONSTRUCT CONCRETE CURB & GUTTER
	BITUMINOUS TREATMENT-SEE TABULATIONS
	CURB HEIGHT
	LANDING AREA - 4' X 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS
	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
	DRAINAGE FLOW ARROW

PLAN SYMBOLS

	STATE LINES
	COUNTY LINE
	TOWNSHIP OR RANGE LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	RIGHT-OF-WAY LINE

PLAN SYMBOLS (CONT.)

	TIMBER
	ORCHARD
	BRUSH
	NURSERY
	CATCH BASIN
	FIRE HYDRANT
	CATTLE GUARD
	OVERPASS (HIGHWAY OVER)
	UNDERPASS (HIGHWAY UNDER)
	BRIDGE
	CONTROL OF ACCESS LINE
	PROPERTY LINE (EXCEPT LAND LINES)
	VACATED PLATTED PROPERTY
	CORPORATED FOR CITY LIMITS
	TRUNK HIGHWAY CENTERLINE
	RETAINING WALL
	RAILROADS
	RAILROAD RIGHT-OF-WAY LINE
	RIVER OR CREEK
	DRY RUN
	DRAINAGE DITCH
	DRAIN TILE
	CULVERT
	DROP INLET
	GUARD RAIL
	BARBED WIRE FENCE
	WOVEN WIRE FENCE
	CHAIN LINK FENCE
	SPLIT RAIL FENCE
	RAILROAD SNOW FENCE
	STONE WALL OR FENCE
	HEDGE
	RAILROAD CROSSING SIGN
	RAILROAD CROSSING BELL
	ELECTRIC WARNING SIGN
	CROSSING GATE
	MEANDER CORNER
	SPRINGS
	MARSH

PLAN SYMBOLS (CONT.)

	BUILDING (ONE STORY FRAME)
	F-FRAME
	C-CONCRETE
	S-STONE
	T-TILE
	B-BRICK
	ST-STUCCO
	IRON PIPE OR ROD
	MONUMENT (STONE, CONCRETE OR METAL)
	WOODEN HUB
	GRAVEL PIT
	SAND PIT
	BORROW PIT
	ROCK QUARRY
	SLOPE EASEMENT
UTILITIES SYMBOLS	
	POWER POLE LINE
	TELEPHONE OR TELEGRAPH POLE LINE
	JOINT TELEPHONE AND POWER ON POWER POLES
	JOINT TELEPHONE AND POWER ON TELEPHONE POLES
	ANCHOR
	STEEL TOWER
	STREET LIGHT
	PEDESTAL (TELEPHONE CABLE TERMINAL)
	GAS MAIN
	WATERMAIN
	CONDUIT
	TELEPHONE CABLE IN CONDUIT
	ELECTRIC CABLE IN CONDUIT
	TELEPHONE MANHOLE
	ELECTRIC MANHOLE
	BURIED TELEPHONE CABLE
	BURIED ELECTRIC CABLE
	AERIAL TELEPHONE CABLE
	SEWER (SANITARY OR STORM)
	SEWER MANHOLE

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STATEMENT OF ESTIMATED QUANTITIES			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
011000	Mobilization	LS	1
015526	Traffic Control	LS	1
015526	Furnish & Install Sign Panel & Post	EA	28
	Install Salvaged Sign Panel & Post	EA	4
015713	Inlet Protection	EA	8
015713	Temporary Construction Entrance	EA	1
024100	Remove Bituminous Pavement	SY	337
024100	Remove Concrete Pavement	SY	2052
024100	Remove Concrete Curb & Gutter	LF	898
024100	Remove Concrete Driveway Pavement	SY	321
024100	Remove Concrete Sidewalk	SF	3228
024100	Remove Catch Basin Casting	EA	2
024100	Remove Sign Panel & Post	EA	8
024100	Salvage Sign Panel & Post	EA	8
	Adjust Frame & Ring Casting	EA	1
312200	Subgrade Preparation	SY	1976
312200	Common Excavation (P)	CY	128
312200	Compaction Tests	EA	??
321123	Aggregate Base Course (CV)	CY	288
321123	Geogrid Fabric	SY	1976
321216	Bituminous Transition	SY	254
321600	4" Concrete Sidewalk	SF	4610
321600	6" Concrete Sidewalk	SF	659
321600	7" Reinforced Concrete Pavement	SY	896
321600	8" Reinforced Concrete Pavement	SY	629
	8" Concrete Median	SY	224
321600	Reinforcement / Tie Bars (Epoxy Coated)	LBS	?
321600	Concrete Curb & Gutter, Design B624	LF	1013
321600	6" Concrete Driveway	SY	1840
321600	Detectable Warning Panels	SF	97
329219	Topsoil Borrow (LV)	CY	72
329219	Turf Establishment	SY	1351
	Pedestrian Access Gate	EA	4
	Site Fencing	LF	1540
334111	Storm Sewer Manhole Casting Assembly	EA	1
334111	Catch Basin Casting Assembly	EA	1
	Solid White Paint-Cross Walk	SF	492
	24" Solid Line Paint-White	LF	570
	Median Solid Paint-Yellow	LF	755
	4" Solid Double Yellow	LF	52
	4" Solid White Paint	LF	155
	Pavement Marking White Paint (Left Turn)	SF	15
	Pavement Marking White Paint (Straight-Right Turn)	SF	26
	Railroad Crossing Pavement Marking	EA	4

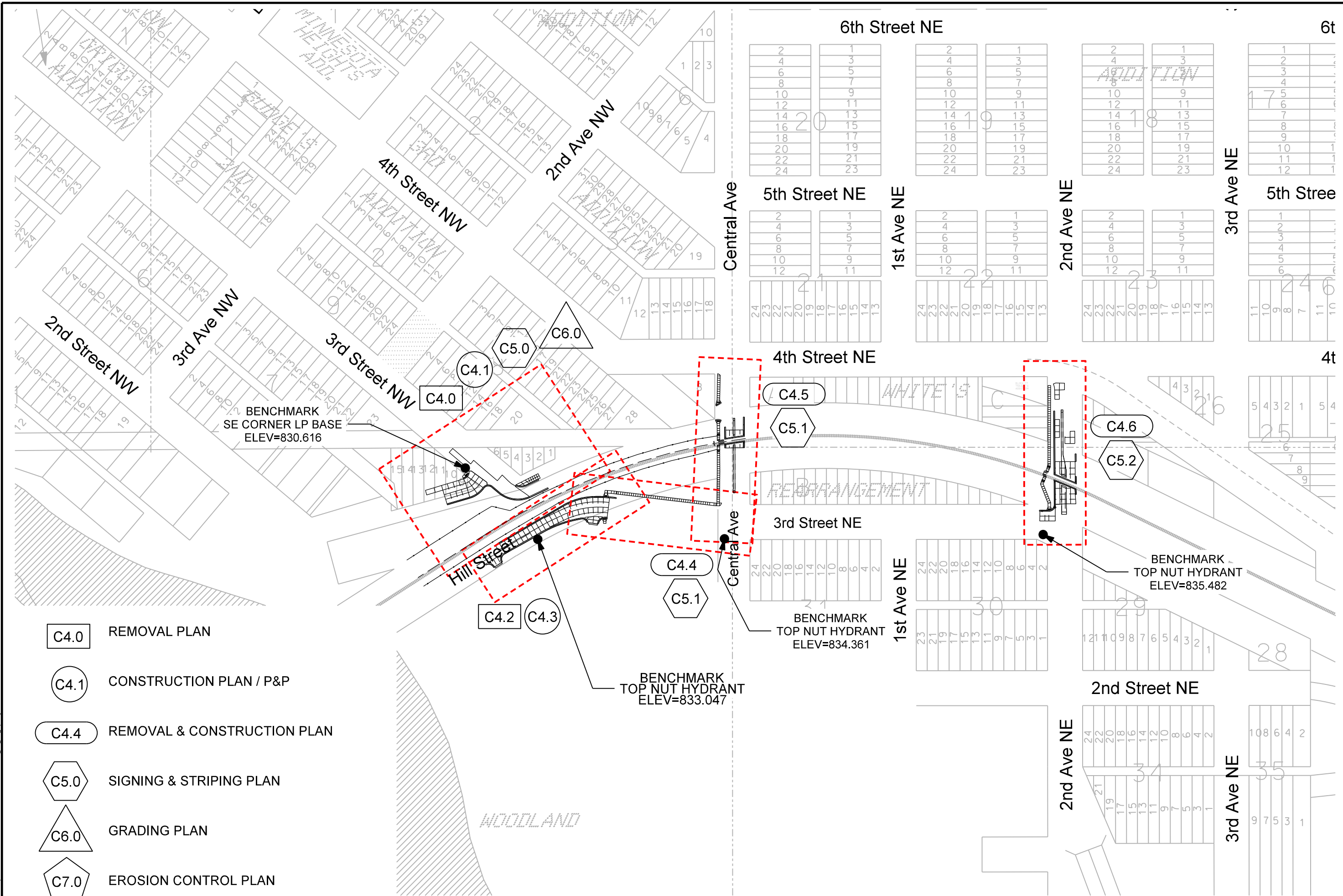
GENERAL NOTES

1. CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL FOR EXACT LOCATIONS OF ALL UTILITIES. 1-800-252-1166
2. ANY EXCESS EXCAVATION MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR AT CONTRACTOR PROVIDED DISPOSAL SITE. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO ADDITIONAL PAYMENT WILL BE MADE.
3. ALL OPEN HOLES OR EXCAVATION AREAS SHALL BE COMPLETELY ENCLOSED OFF WITH SNOW FENCE DURING EVENING. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
4. ALL PAVEMENT AND CURB REMOVALS SHALL BE SAWCUT FULL DEPTH. INCIDENTAL TO REMOVALS.
5. THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CL / ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
6. CONTRACTOR WILL BE REQUIRED TO DESIGNATE A CONCRETE TRUCK WASH OUT AREA APPROVED BY THE ENGINEER.
7. THE SPACING OF THE WORK ZONE TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE CURRENT EDITION OF THE MMUTCD ON ALL TRAFFIC CONTROL ZONE LAYOUTS, INCLUDING THE CURRENT TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS FIELD MANUAL.
8. OWNER/ENGINEER RESERVES THE RIGHT TO MAKE MINOR REVISIONS TO THE PLANS TO FIT CONDITIONS ENCOUNTERED DURING CONSTRUCTION.
9. ALL STREET LIGHTS SHALL BE REMOVED AND REPLACED BY THE EAST GRAND FORKS WATER AND LIGHT DEPARTMENT.

REVISIONS	DESCRIPTION	REV#	DATE
		△	
		△	
		△	
		△	

DATE: 04/20/2023	NO SCALE	MBA	SRE
SCALE: DRAWN BY: CHECKED BY:			
JOB NUMBER: 32356-2024-11935			

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4/20/2023



WIDSETH ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS	
HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	
DATE: 04/20/2023	DATE: 04/20/2023
SCALE: AS SHOWN	DATE: 04/20/2023
DRAWN BY: MBA	DATE: 04/20/2023
CHECKED BY: SRE	DATE: 04/20/2023
JOB NUMBER: 32358-2024-11835	DATE: 04/20/2023
2022 CITY PROJECT NO. 3	
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS	
EAST GRAND FORKS, MINNESOTA	
GENERAL AREA LAYOUT	
SHEET NO. C11.1	
SHEET	OF

MODEL: Detail
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EXISTING SIGNING TABULATION							
STATION	OFFSET	STREET ALIGNMENT	REFERENCE INTERSECTON	SIGN #	DESCRIPTION	TASK	NOTES
0+00.0	186.2' LT	HILL	300' WEST OF 3RD ST NW ON 2ND ST NW	W10-2R	GRADE CROSSING ADVANCE WARNING	REMOVE	
2+01.9	235.8' LT	HILL	90' NORTH OF 2ND ST NE ON 3RD ST NW	W10-2R	GRADE CROSSING ADVANCE WARNING	REMOVE	
2+24.8	123.3' LT	HILL	SW QUAD 2ND ST NW & 3RD ST NW	R1-2	YIELD	SALVAGE?	
2+53.4	17.8' RT	HILL	HILL ST & 3RD ST NW	R1-2	YIELD	SALVAGE?	
2+65.12	32.8' LT	HILL	HILL ST & 3RD ST NW	NA	PUBLIC WATER ACCESS	SALVAGE	
3+25.5	99.3' LT	HILL	NE QUAD 2ND ST NW & 3RD ST NW	R1-1	STOP	SALVAGE	
3+62.0	64.6' LT	HILL	NE QUAD 2ND ST NW & 3RD ST NW	NA	NO PARKING THIS SIDE OF STREET	SALVAGE	
4+46.2	90.0' LT	HILL	200' EAST OF 3RD ST NW ON 2ND ST NW	NA	DIAGONAL REFLECTOR	SALVAGE	
4+47.8	37.8' RT	HILL	3RD ST NW & TRAILHEAD ENTRANCE	R1-1	STOP	REMAIN IN PLACE	
5+65.4	35.5' LT	HILL	185' NORTH OF CENTRAL AVE ON 3RD ST NW	W10-1	GRADE CROSSING	REMOVE	
5+64.2	30.8' LT	HILL	185' NORTH OF CENTRAL AVE ON 3RD ST NW	NA	SCHOOL ZONE AHEAD	REMOVE	
7+90.4	33.6' LT	HILL	NW QUAD 3RD ST NW & CENTRAL AVE	D3-1	STREET SIGN	SALVAGE	
7+95.5	28.2' RT	HILL	NE QUAD 3RD ST NE & CENTRAL AVE	W10-1	GRADE CROSSING ADVANCE WARNING	REMOVE	
8+83.9	29.8' LT	HILL	50' SOUTH OF CL TRACKS ON CENTRAL AVE	NA	BURIED GAS PIPELINE	REMAIN IN PLACE	
9+76.4	46.5' LT	HILL	SW QUAD 2ND ST NW & CENTRAL AVE	R1-1	STOP	REMAIN IN PLACE	
10+47.4	30.3' LT	HILL	NW QUAD 2ND ST NW & CENTRAL AVE	NA	BURIED GAS PIPELINE	REMAIN IN PLACE	
10+60.1	25.1' LT	HILL	65' SOUTH OF 4TH ST NW ON CENTRAL AVE	W10-1	GRADE CROSSING ADVANCE WARNING	REMOVE	
10+84.9	32.8' LT	HILL	SW QUAD 4TH ST NW & CENTRAL AVE	D3-1	STREET SIGN	SALVAGE	
100+64.9	297.0 LT	2ND	300' WEST OF 2ND AVE NE ON 3RD ST NE	W10-2R	GRADE CROSSING ADVANCE WARNING	REMOVE	
101+20.2	43.3' LT	2ND	NW QUAD 2ND AVE NE & 3RD ST NE	D3-1	STREET SIGN	REMAIN IN PLACE	
101+26.6	30.2' LT	2ND	NW QUAD 2ND AVE NE & 3RD ST NE	NA	BURIED GAS PIPELINE	REMAIN IN PLACE	
103+56.1	29.6' LT	2ND	SW QUAD 2ND AVE NE & 4TH ST NE	W10-1	GRADE CROSSING ADVANCE WARNING	REMOVE	

PROPOSED SIGNING TABULATION							
STATION	OFFSET	STREET ALIGNMENT	SIGN #	DESCRIPTION	GRAPHIC	SIZE	NOTES
1+88.0	26.0' RT	HILL	R1-1	STOP		30"x30"	
2+12.8	206.5' LT	HILL	W1-2L	CURVE AHEAD WARNING		36"x36"	
2+32.8	136.7' LT	HILL	R1-1	STOP		30"x30"	
2+82.8	75.3' LT	HILL	W1-6L	ONE DIRECTION LARGE ARROW		24"x48"	1
3+24.6	100.0' LT	HILL	R1-1	STOP		30"x30"	2
5+99.5	27.6' RT	HILL	W10-2L / W10-9P	PARALEL RR ADVANCE LT / NO TRAIN HORN		30"x30" / 30"x24"	
6+17.8	28.0' LT	HILL	M5-2L	ADVANCE TURN 45° LT		21"x15"	
7+94.8	26.8' RT	HILL	W10-1/ W10-9P	RR ADVANCE WARNING / NO TRAIN HORN		30"DIA / 30"x24"	
7+96.1	31.7' LT	HILL	D3-1	STREET SIGN CENTRAL AVE / 3RD ST NW		NA	2
8+24.3	1.1' LT	HILL	R4-7	KEEP RIGHT		24"x30"	
9+17.2	31.5' LT	HILL	R15-8	LOOK		18"x9"	3
9+47.8	42.1' LT	HILL	R15-8	LOOK		18"x9"	3
9+66.7	65.0' LT	HILL	W10-4 / W10-9P	GRADE CROSSING WARNING / NO TRAIN HORN		30"x30" / 30"x24"	
9+81.8	1.3' LT	HILL	R4-7	KEEP RIGHT		24"x30"	
10+55.2	27.0' LT	HILL	W10-1/ W10-9P	RR ADVANCE WARNING / NO TRAIN HORN		30" DIA / 30"x24"	
10+85.3	32.0' LT	HILL	D3-1	STREET SIGN CENTRAL AVE / 4TH ST NW		NA	2
100+42.6	37.1' RT	2ND	W10-1/ W10-9P	RR ADVANCE WARNING / NO TRAIN HORN		30" DIA / 30"x24"	
100+63.6	150.0' LT	2ND	W10-4L / W10-9P	PARALEL RR ADVANCE LT / NO TRAIN HORN		30"x30" / 30"x24"	
101+30.4	2.9' LT	2ND	R4-7	KEEP RIGHT		24"x30"	
101+82.6	44.9' LT	2ND	R15-8	LOOK		18"x9"	3
102+13.3	42.8' LT	2ND	R15-8	LOOK		18"x9"	3
103+16.8	28.9' LT	2ND	W10-1/ W10-9P	RR ADVANCE WARNING / NO TRAIN HORN		30" DIA / 30"x24"	
103+37.7	6.3' LT	2ND	R4-7	KEEP RIGHT		24"x30"	

- 1
- REQUIRES TWO SIGN POSTS
- 2
- INSTALLATION OF SALVAGED SIGN PANEL & POST
- 3
- LOCATED AT SIDEWALK / RR CROSSING

BY	REVISIONS	DESCRIPTION	DATE	REV#

04/20/2023	NO SCALE	MBA	SRE
DATE	SCALE	DRAWN BY	CHECKED BY:
JOB NUMBER: 32356-2024-11935			

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4/20/2023

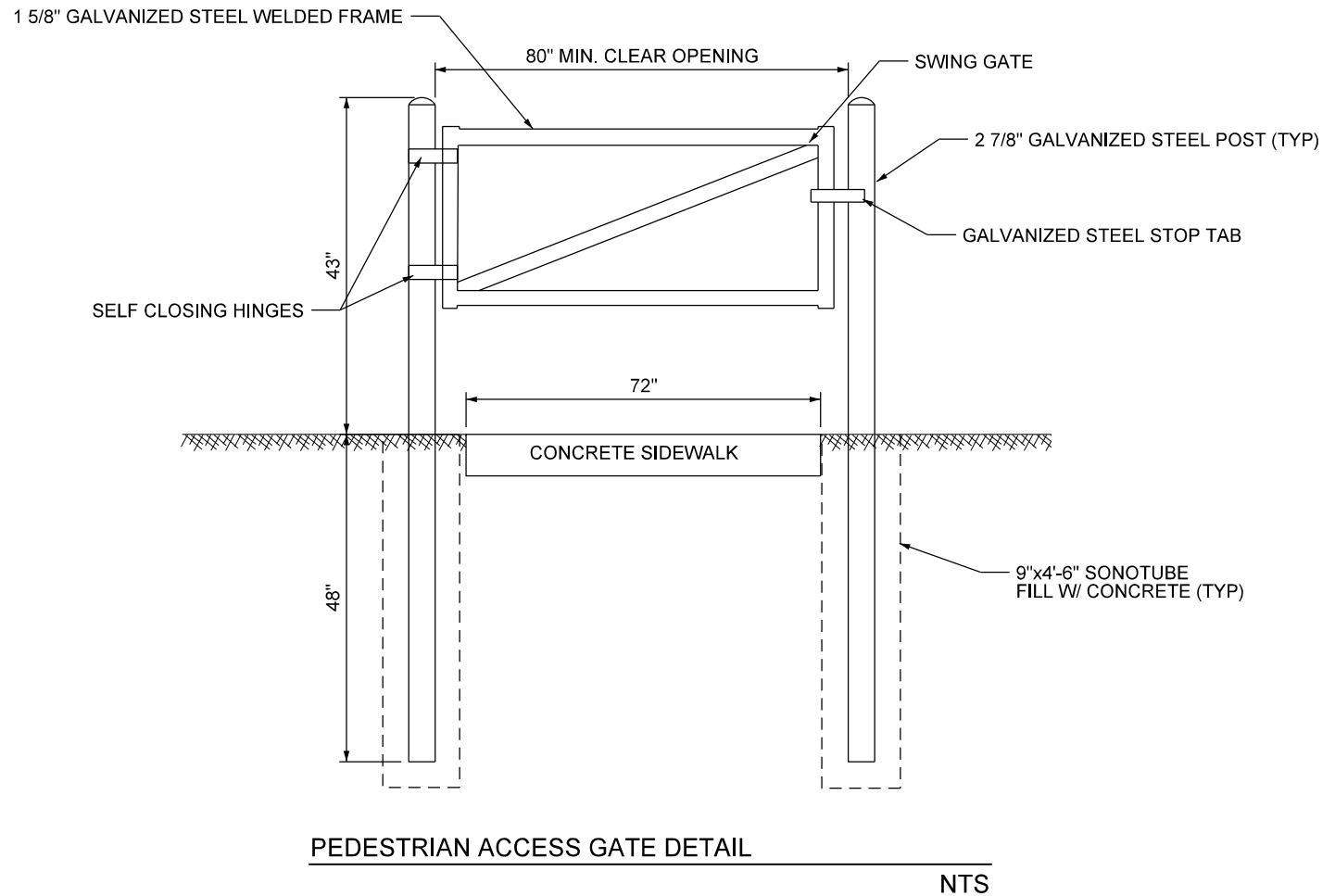
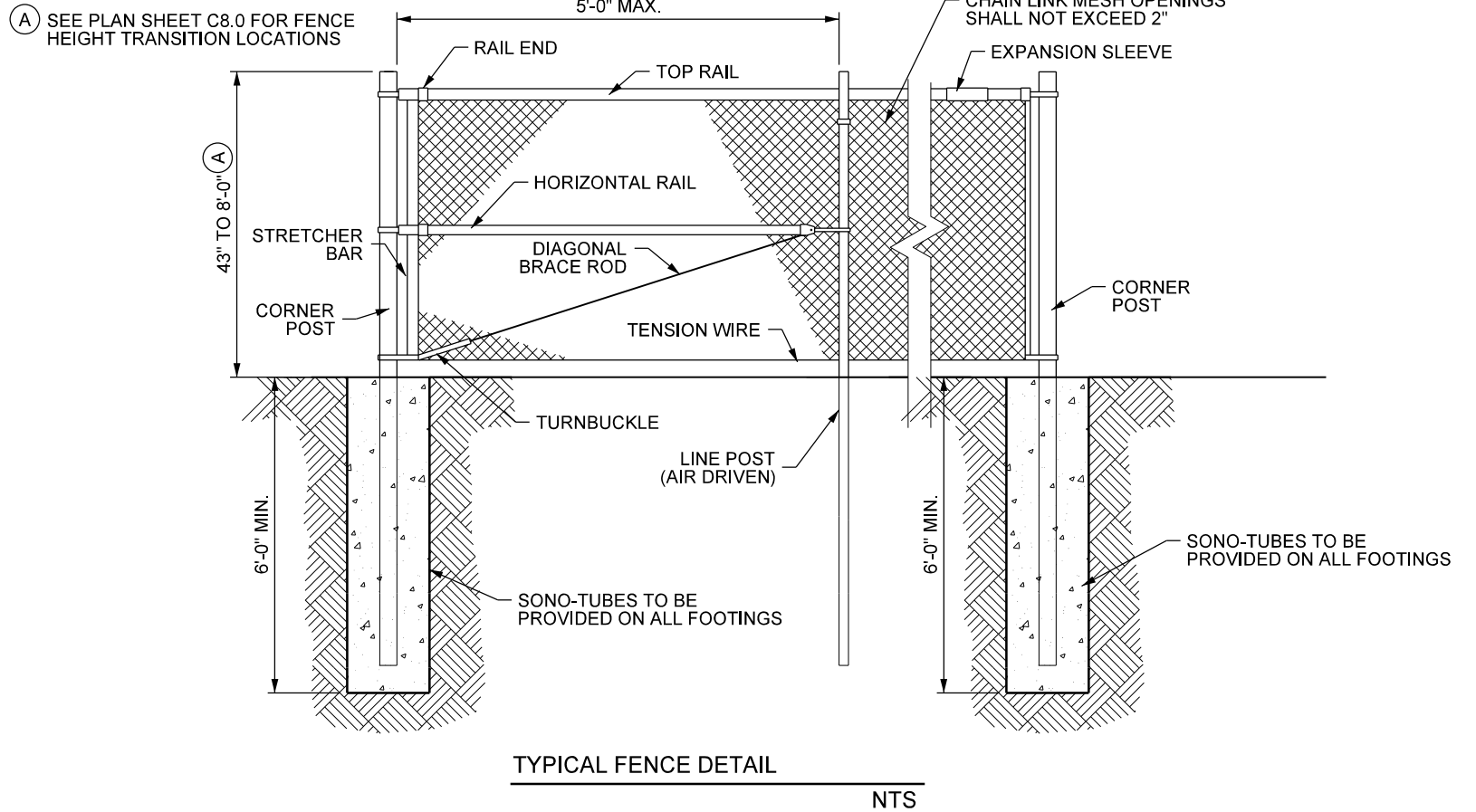
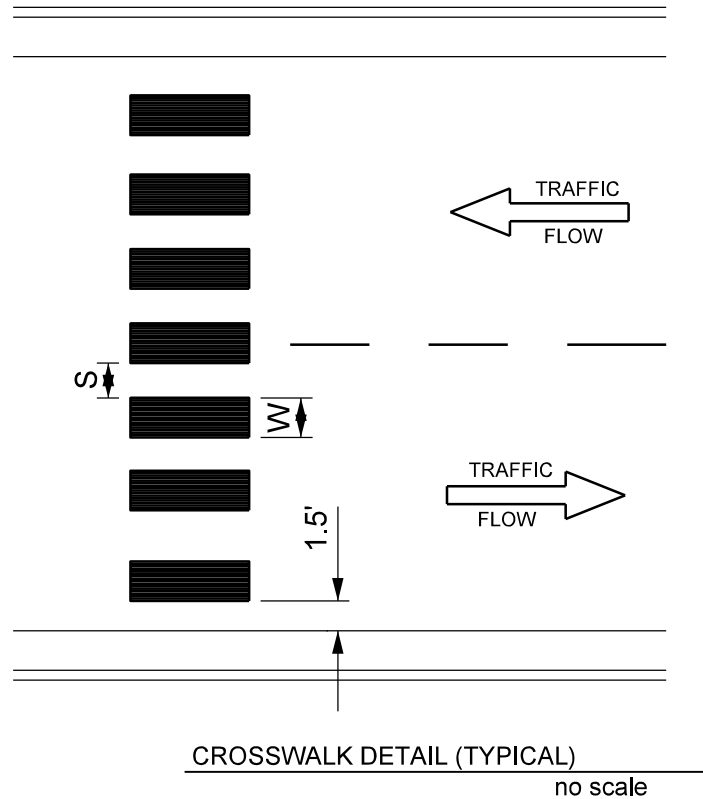
(L) WIDTH OF INSIDE LANE	(W) WIDTH OF STRIPED AREA	(S) WIDTH OF SPACE
9'	2.0'	2.5'
10'	2.5'	2.5'
11'	2.5'	3.0'
12'	3.0'	3.0'
13'	3.0'	3.5'

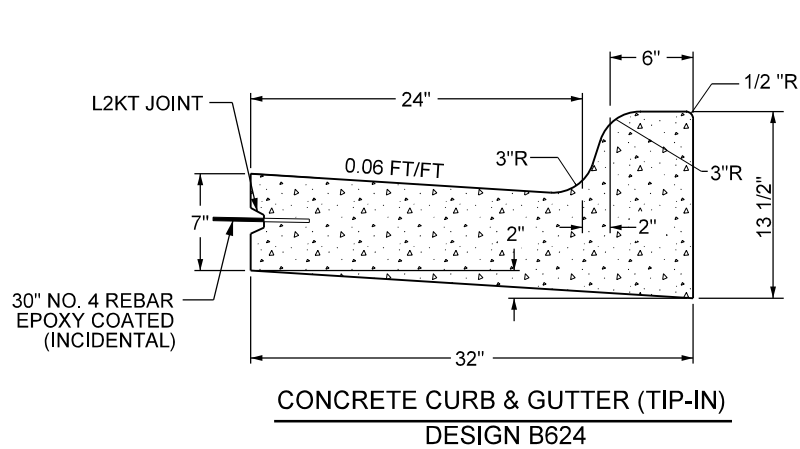
NOTES:

- 1.) TAPED AREAS TO BE CENTERED ON CENTER LINE AND LANE LINES.
- 2.) ZEBRA CROSSWALKS REQUIRE PREFORM TAPE GROUND IN AS SPECIFIED.
- 3.) A MINIMUM OF 1.5 FT CLEAR DISTANCE MUST BE LEFT ADJACENT TO CURB. IF LAST PAINTED AREA FALLS INTO THIS DISTANCE IT MUST BE OMITTED.

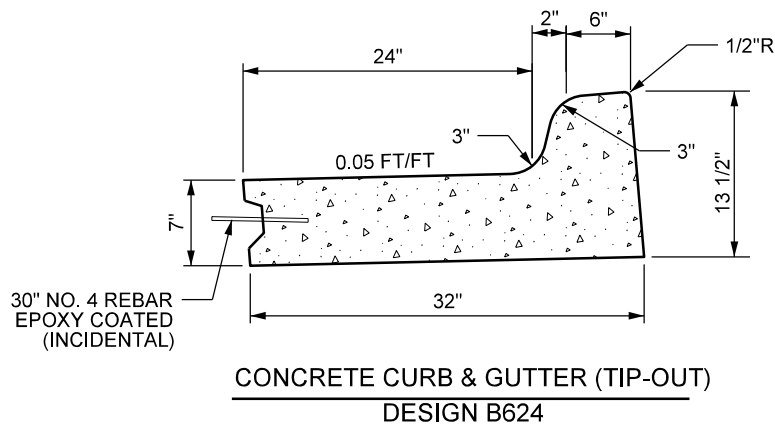
NOTE:

LAYOUT FOR CROSSWALK WIDTH (W) & SPACING (S) OF STRIPING SHOWN ON PLANS AND BASIS FOR ESTIMATED QUANTITIES IS BASED UPON A 12 FOOT LANE WIDTH.

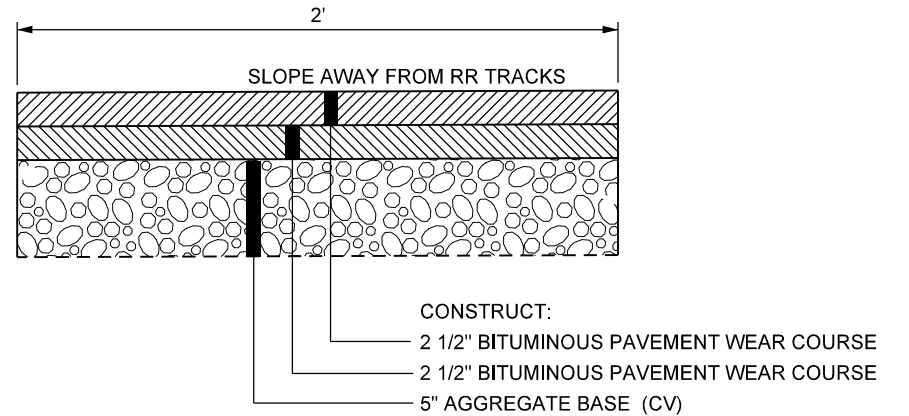




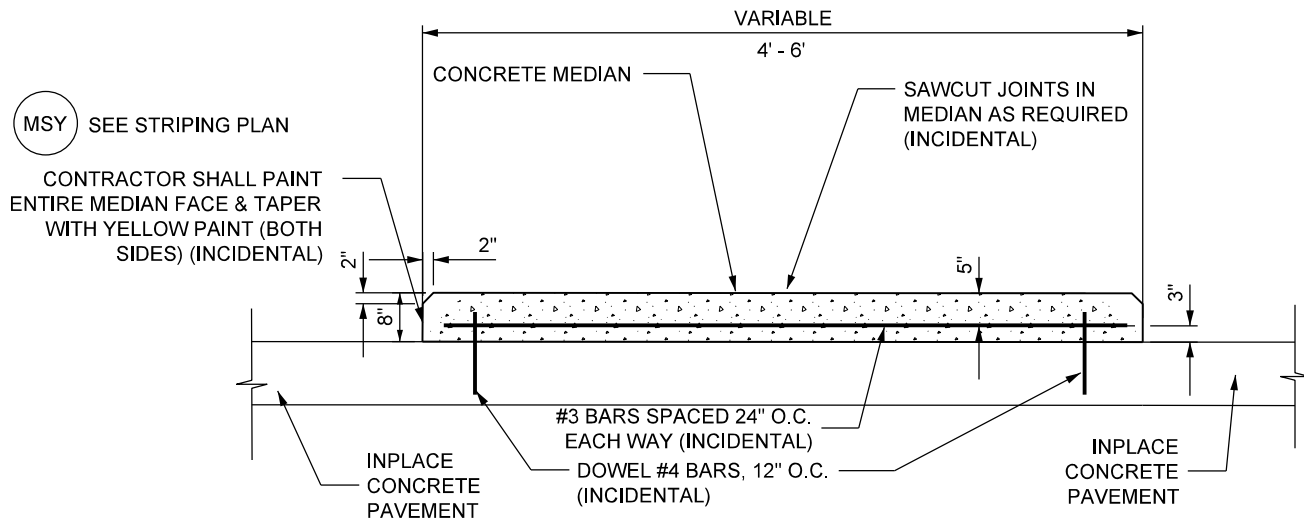
CONCRETE CURB & GUTTER (TIP-IN)
DESIGN B624



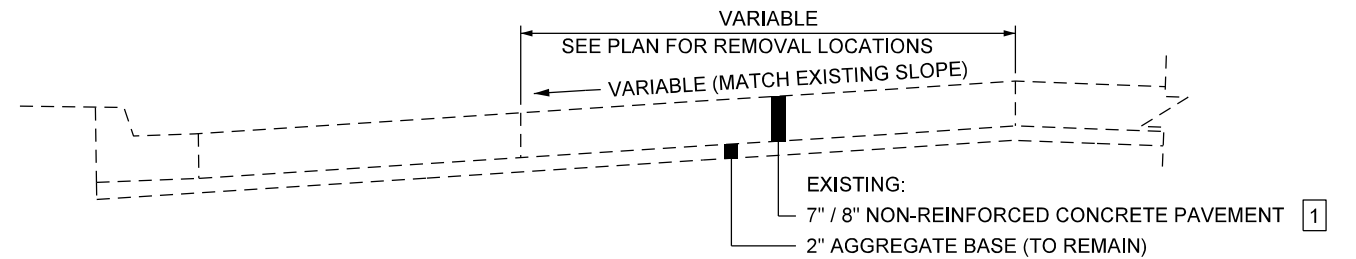
CONCRETE CURB & GUTTER (TIP-OUT)
DESIGN B624



CONSTRUCT BITUMINOUS TRANSITION
NTS

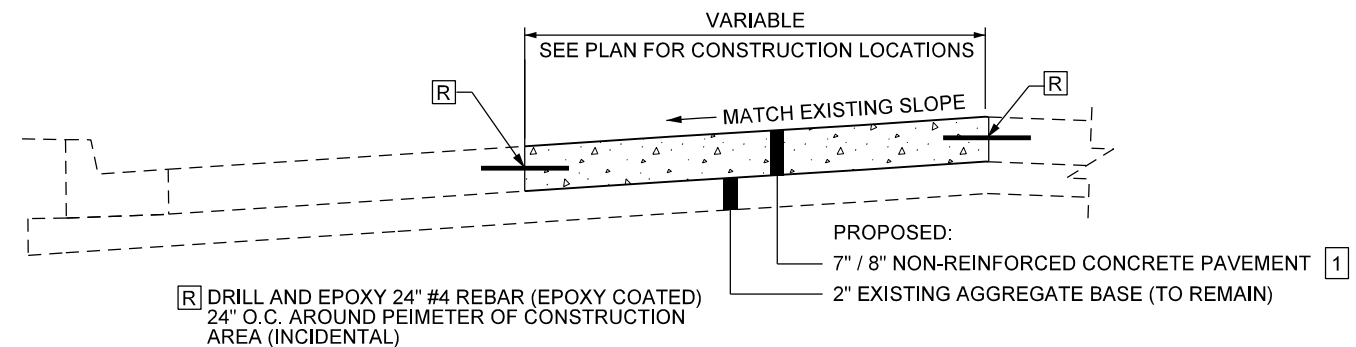


CONCRETE MEDIAN PINNING DETAIL
NTS

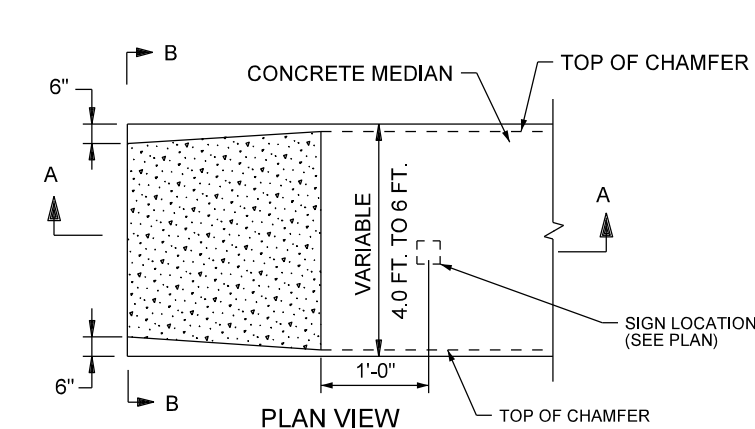


1 7" NON-REINFORCED CONCRETE PAVEMENT - CENTRAL AVE
8" NON-REINFORCED CONCRETE PAVEMENT - 2ND AVE NE

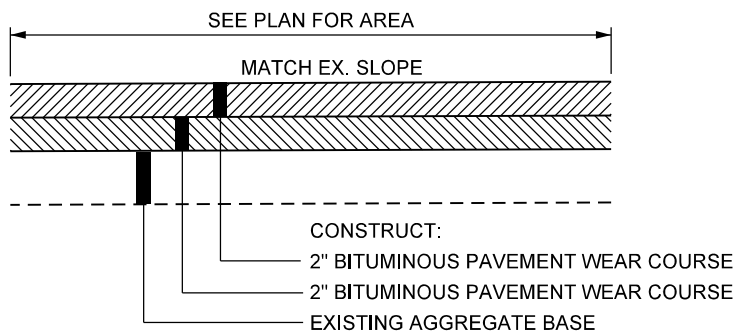
EXISTING TYPICAL SECTION
CENTRAL AVENUE
2ND AVENUE NE
NTS



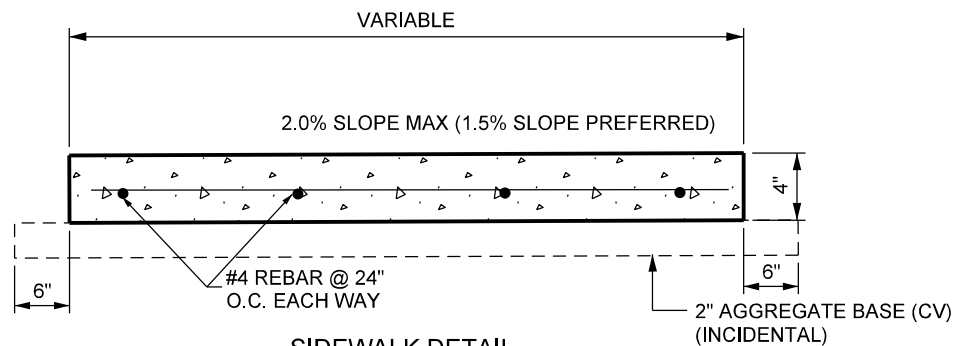
PROPOSED TYPICAL SECTION
CENTRAL AVENUE
2ND AVENUE NE
NTS



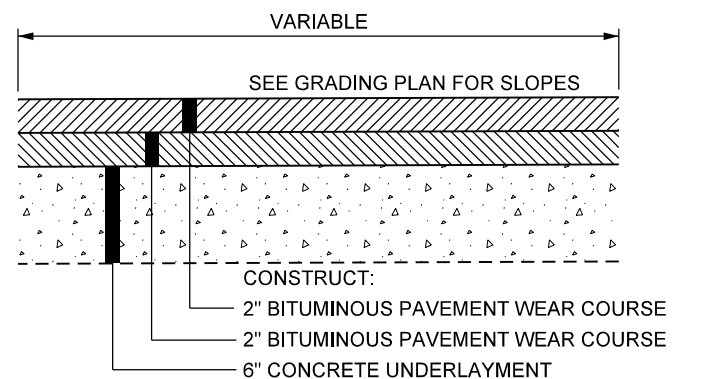
CONCRETE MEDIAN NOSE DETAIL
NTS



BITUMINOUS PAVEMENT PATCH
TRAILHEAD ENTRANCE ON HILL ST.
NTS

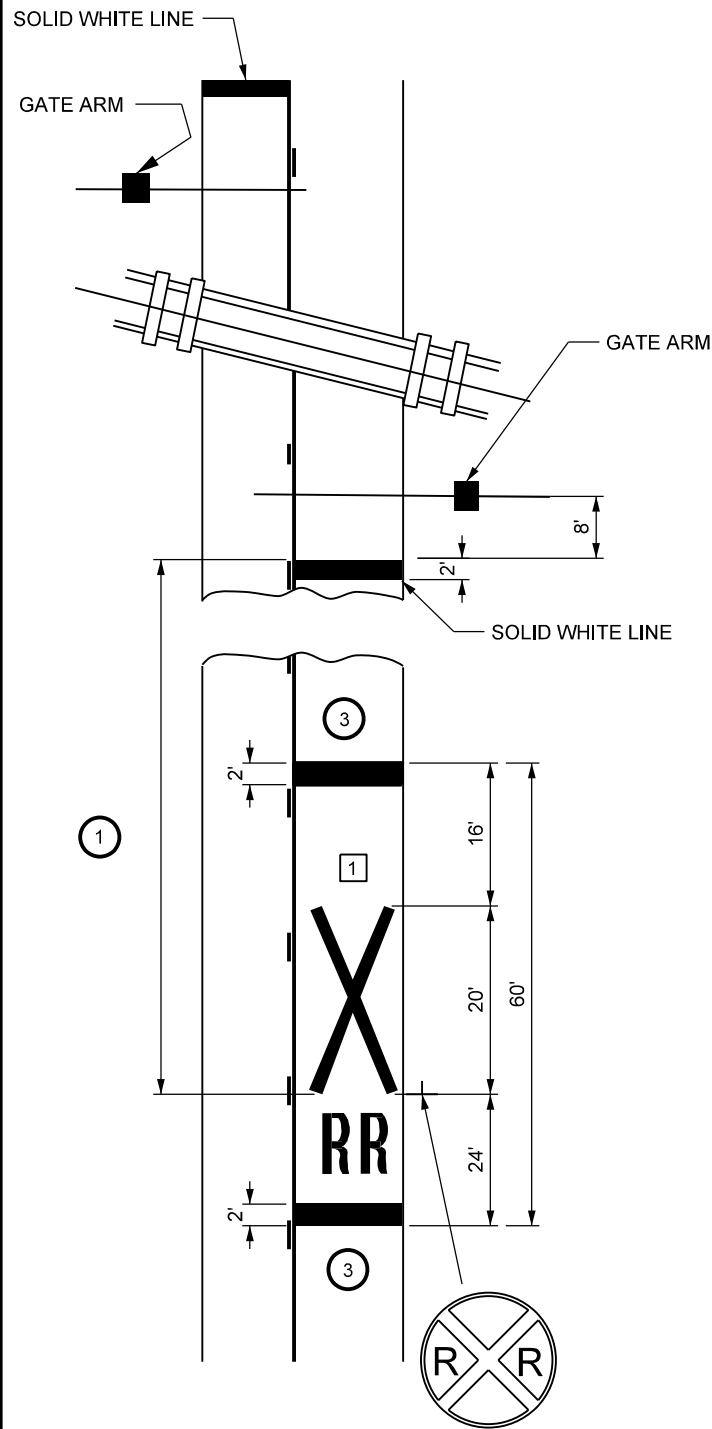


SIDEWALK DETAIL
40 no scale



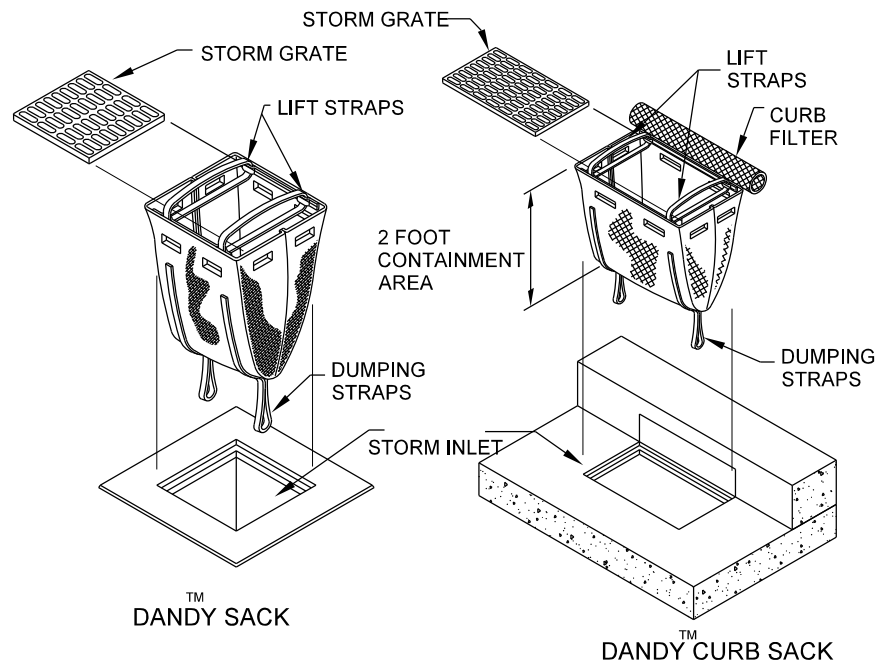
CONSTRUCT PAVEMENT SECTION
3RD STREET NW
NTS

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RAILROAD CROSSING DETAIL

no scale



NOTES:

1. ALL FILTER BAGS SHALL BE DANDY CURB SACKS, DANDY SACKS OR APPROVED EQUAL.
2. INSTALL AS PER MANUFACTURERS SPECIFICATIONS:
 - a) Remove the grate from the catch basin.
 - b) Stand the grate on end. Move the top lifting straps out of the way and place the grate into the Dandy Curb Sack or Dandy Sack unit so that the grate is below the top straps and above the lower straps. The grate should be cradled between the upper and lower straps.
 - c) Holding the lifting devices, insert the grate into the inlet, then lower back edge with cylindrical tube (Dandy Curb Sack only) into place, being careful that the grate remains in place and being careful not to damage the unit. The cylindrical tube should partially block the curb hood opening when installed properly (Dandy Curb Sack only).

INLET PROTECTION

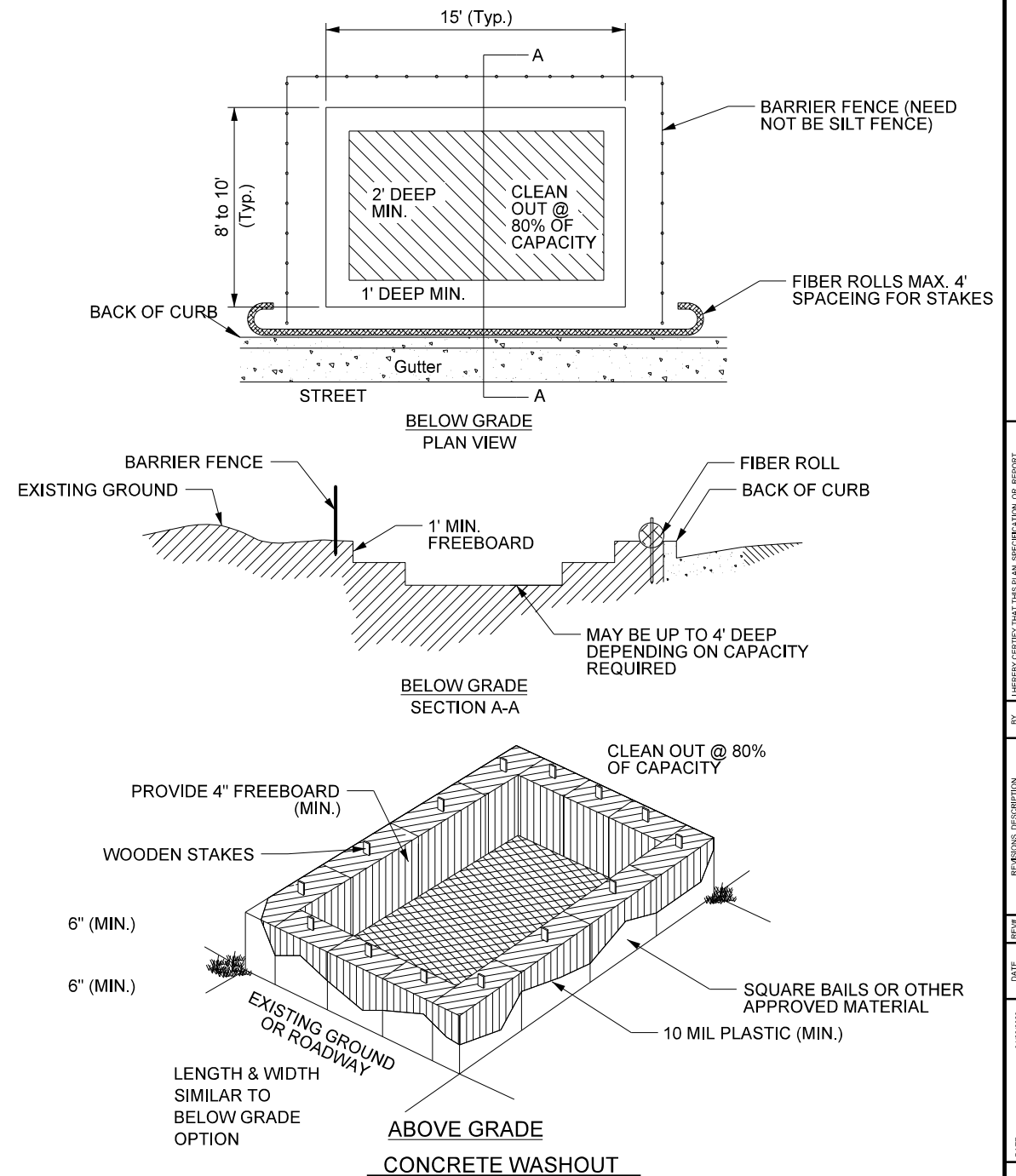
NOTES:

SIGN LOCATION FOR REFERENCE ONLY.

- 1 WHEN USED, A PORTION OF THE PAVEMENT MARKING SYMBOL SHOULD BE DIRECTLY OPPOSITE THE ADVANCE WARNING SIGN (W10-1).

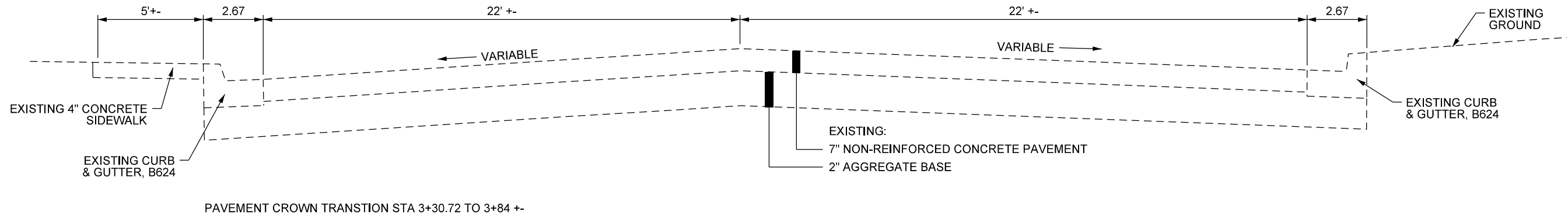
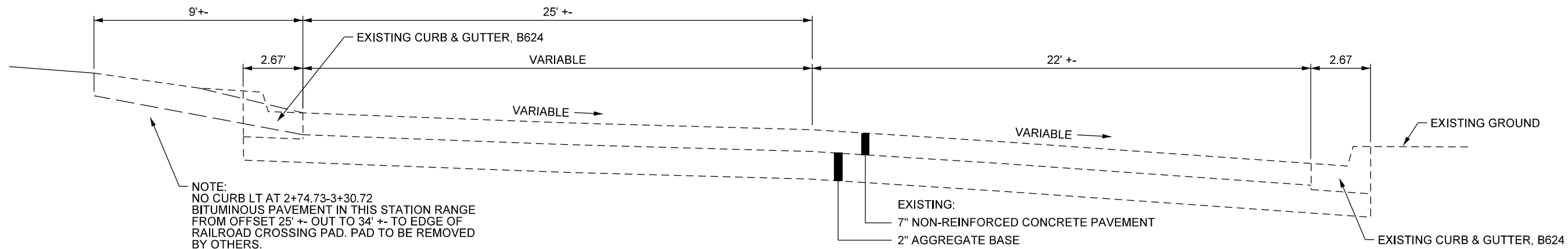
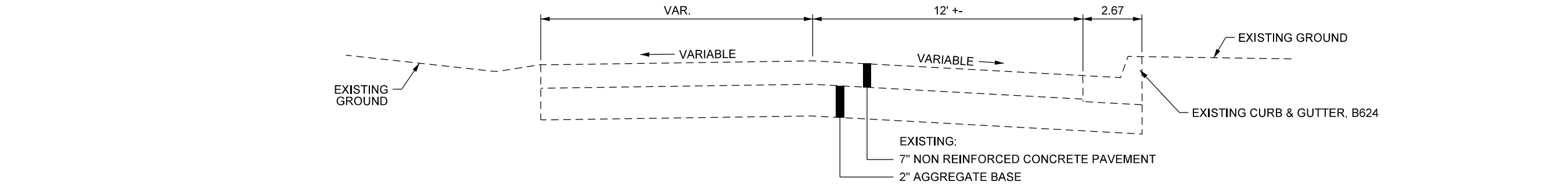
DESIGNER'S NOTES:

- 1 REFER TO TABLE 2C-4 OF THE MNMUTCD FOR ADVANCED PLACEMENT OF WARNING SIGNS.
- 2 IF THE DISTANCE BETWEEN TWO NO-PASSING ZONES IS LESS THAN THAT SPECIFIED IN TABLE 7-5 OF THE TEM, THE NO-PASSING LINES SHOULD BE CONNECTED TO PROVIDE A CONTINUOUS RESTRICTION THROUGH BOTH ZONES.
- 3 INSTALLATION AND REMOVAL OF HORIZONTAL BARS FOR RAILROAD CROSSING PAVEMENT MESSAGE PAID FOR AS 24" SOLID LINE WHITE.
4. ON MULTI -LANE ROADS THE HORIZONTAL BARS SHOULD EXTEND ACROSS ALL APPROACH LANES, AND INDIVIDUAL R X R SYMBOLS SHOULD BE USED IN EACH APPROACH LANE.
5. USE THE SAME SIGNING AND PAVEMENT MARKINGS FOR THE OPPOSITE DIRECTION.



DATE	SCALE	DRAWN BY	CHECKED BY:	JOB NUMBER
04/20/2023	NO SCALE	MBA	SRE	32358-2024-11835
REVISIONS	DESCRIPTION	REV#	DATE	DATE
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		2		
		3		
		4		

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4/20/2023



HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND
I AM A PROFESSIONAL ENGINEER UNDER
THE LAWS OF THE STATE OF MINNESOTA

STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41354

REV#	DATE	REVISIONS DESCRIPTION	BY
1			
2			
3			
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DATE: 04/20/2023	NO SCALE	MBA	SRE
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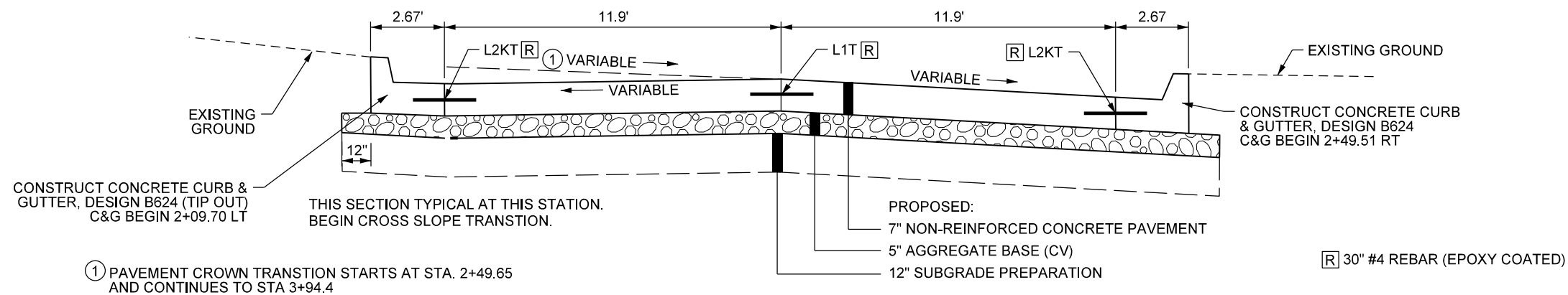
2022 CITY PROJECT NO.3
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS
EAST GRAND FORKS, MINNESOTA

EXISTING TYPICAL SECTIONS

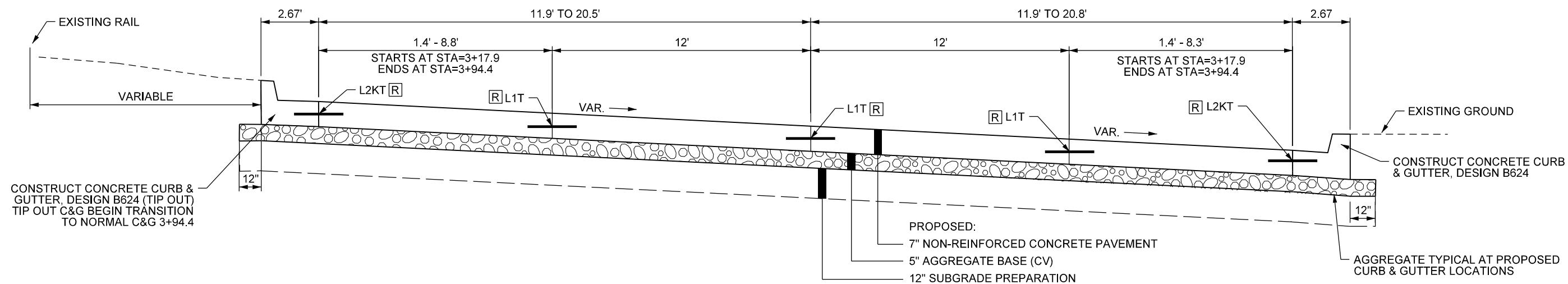
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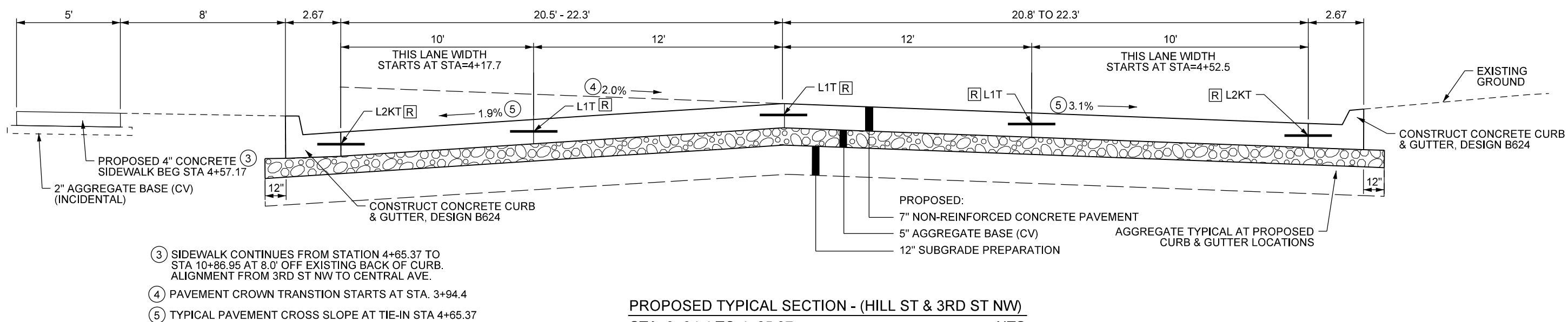
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QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS	
EAST GRAND FORKS, MINNESOTA	
SHEET NO.	C2.5
SHEET	OF



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STA. 2+49.65 NTS

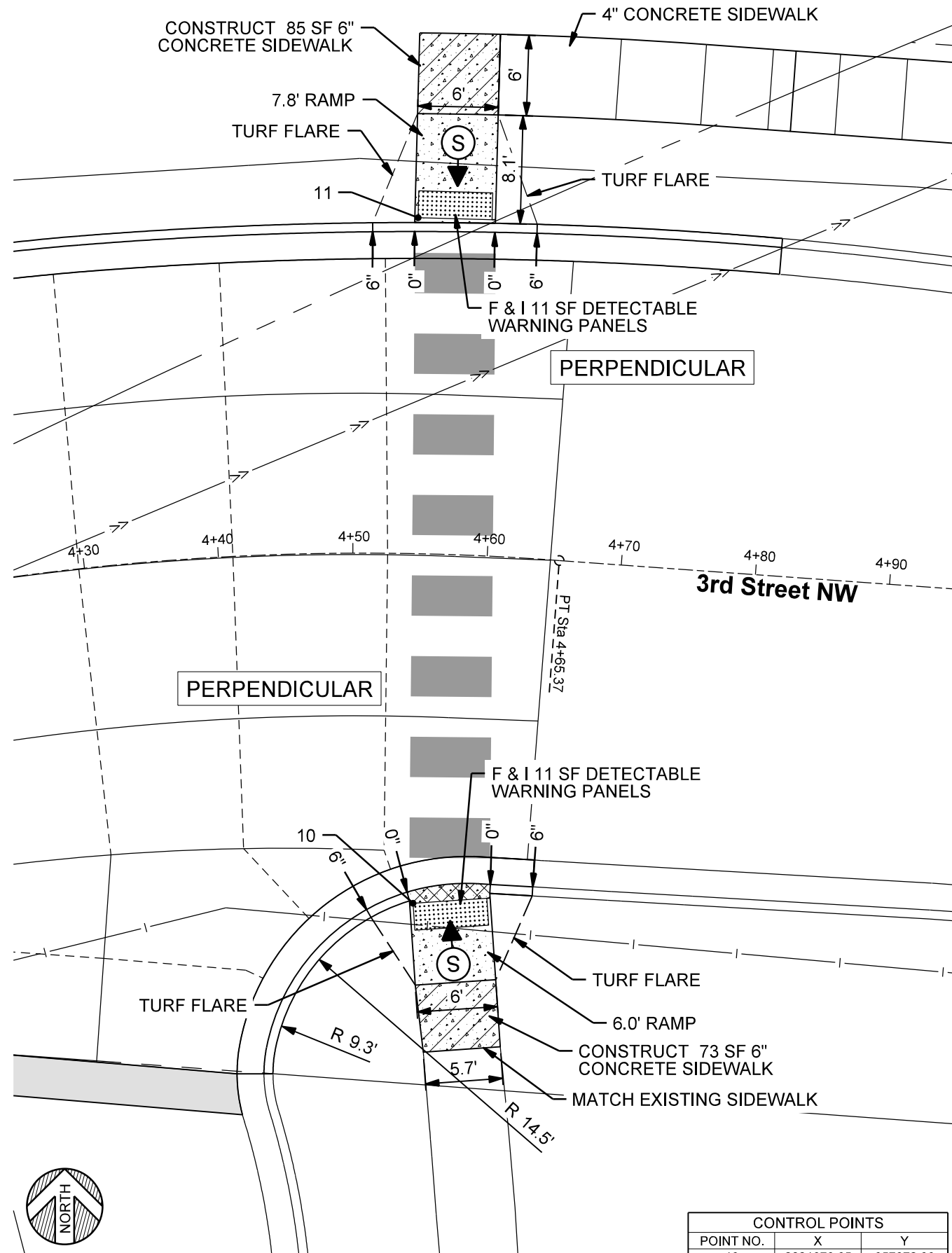
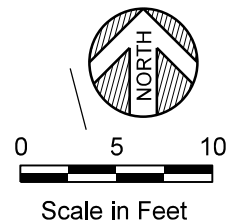


PROPOSED TYPICAL SECTION - (HILL ST & 3RD ST NW)
STA. 3+17.9 TO STA. 3+94.4 NTS

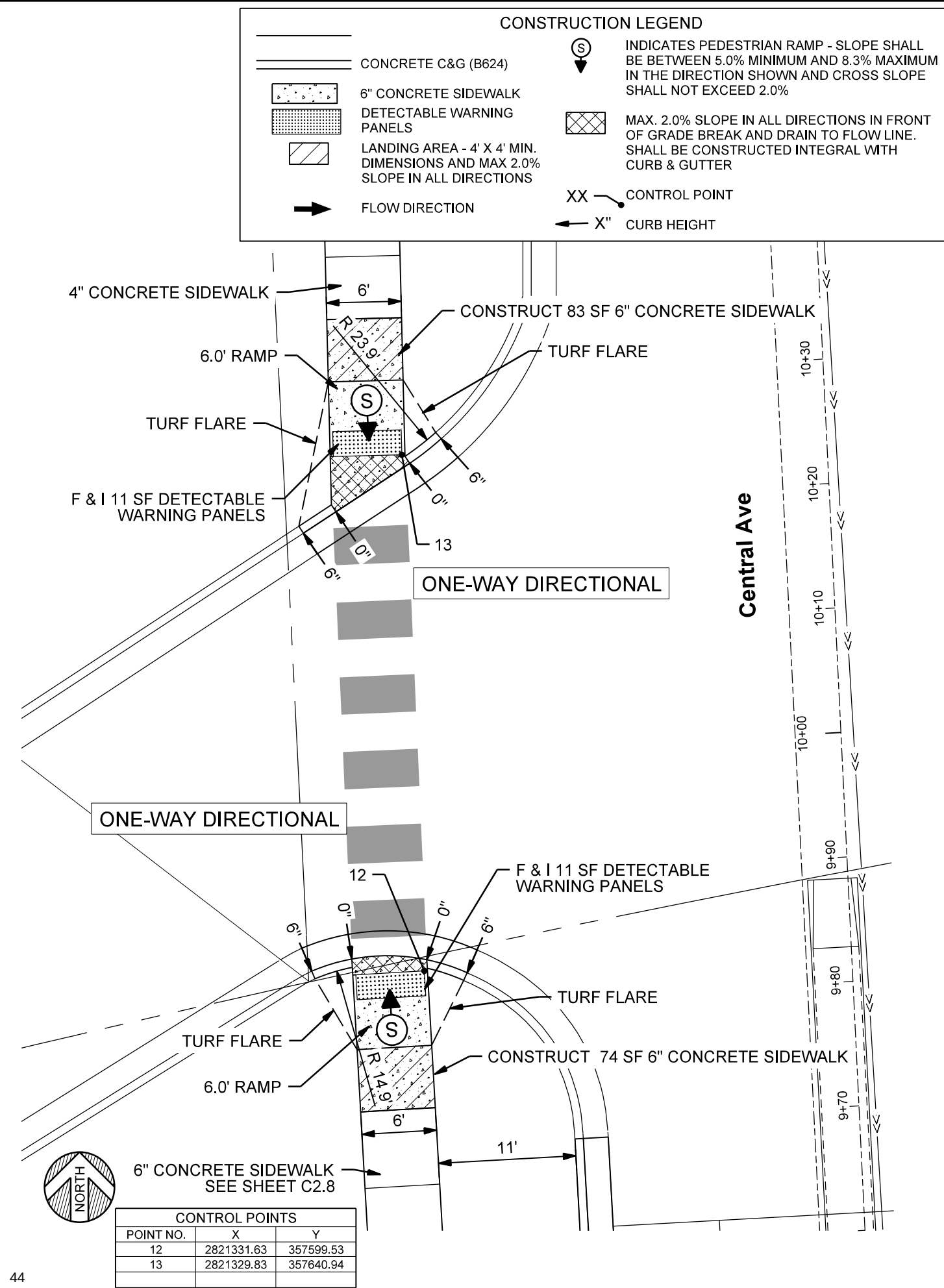


PROPOSED TYPICAL SECTION - (HILL ST & 3RD ST NW)
STA. 3+94.4 TO 4+65.37 NTS

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4/20/2023



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CONTROL POINTS		
POINT NO.	X	Y
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CONSTRUCTION LEGEND

- CONCRETE C&G (B624)
- 6" CONCRETE SIDEWALK
- DETECTABLE WARNING PANELS
- LANDING AREA - 4' X 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS
- FLOW DIRECTION
- INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
- MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB & GUTTER
- CONTROL POINT
- CURB HEIGHT

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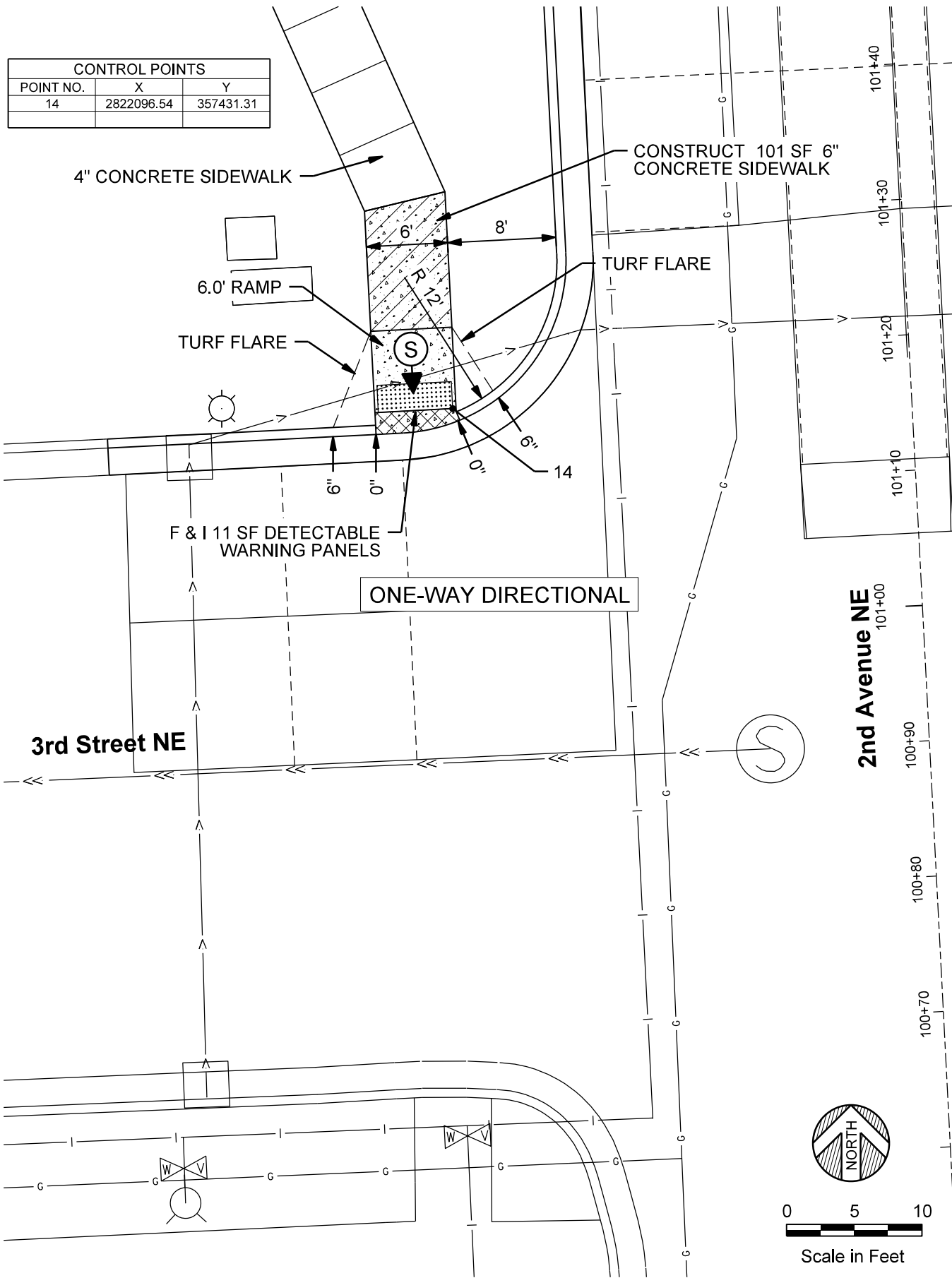
2022 CITY PROJECT NO. 3
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS
EAST GRAND FORKS, MINNESOTA

PEDESTRIAN RAMP LAYOUT

SHEET NO. **C2.6**

DATE: 04/20/2023
BY: STEVEN R. EMERY
REVISIONS: 1. DATE: 04/20/2023
REV# 1. DESCRIPTION: 1. DATE: 04/20/2023
DATE: 04/20/2023
AS SHOWN: 1. DATE: 04/20/2023
SCALE: 1" = 10'-0"
DRAWN BY: 1. DATE: 04/20/2023
CHECKED BY: 1. DATE: 04/20/2023
JOB NUMBER: 32358-2024-11835

MODEL - Detail
PART - 2
2022 City of East Grand Forks
4/20/2023



CONTROL POINTS		
POINT NO.	X	Y
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CONSTRUCTION LEGEND

CONCRETE C&G (B624)

6" CONCRETE SIDEWALK

DETECTABLE WARNING PANELS

LANDING AREA - 4' X 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS

FLOW DIRECTION

INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%

MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB & GUTTER

XX

CONTROL POINT

X"

CURB HEIGHT

45

4/20/2023

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HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41354

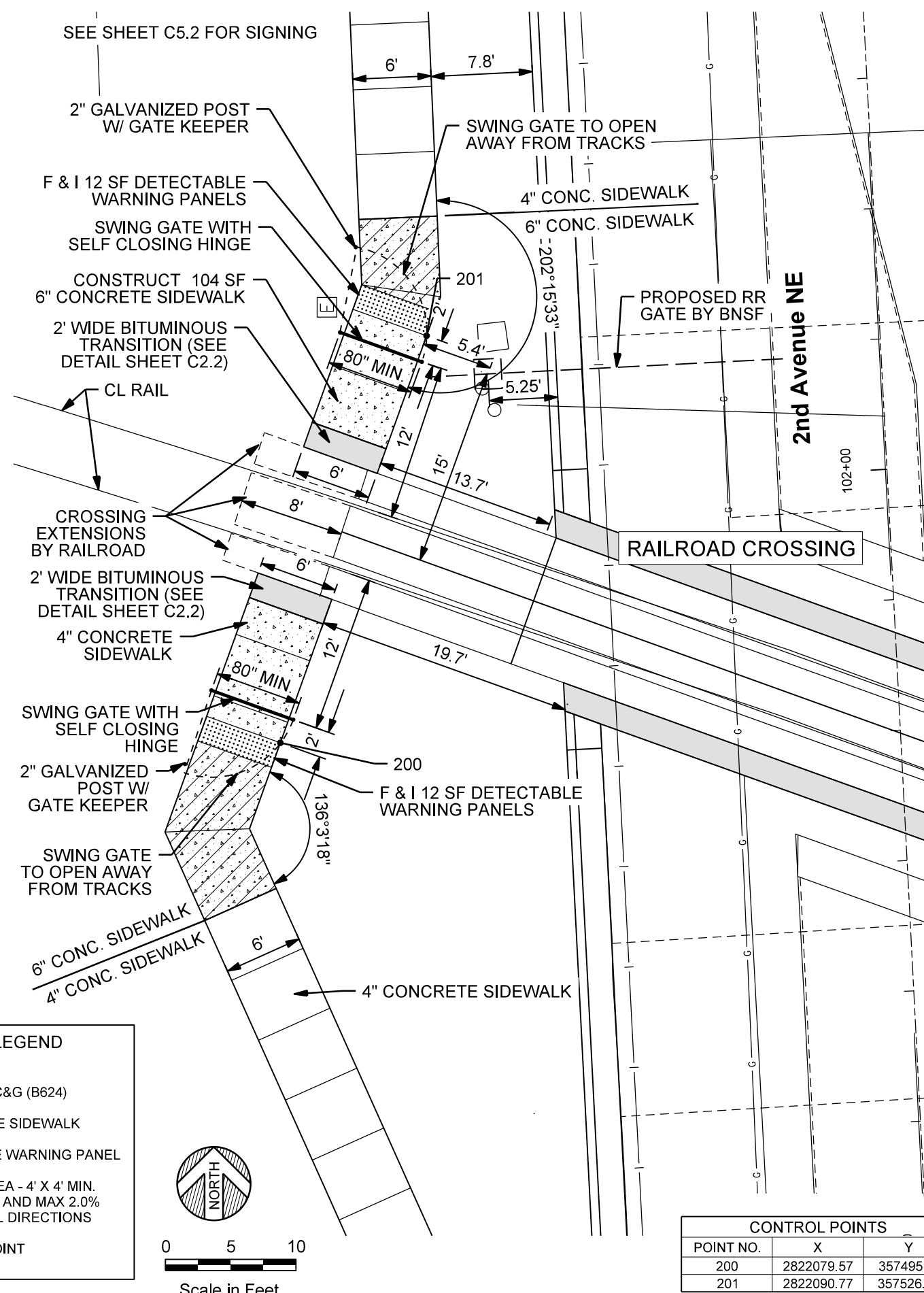
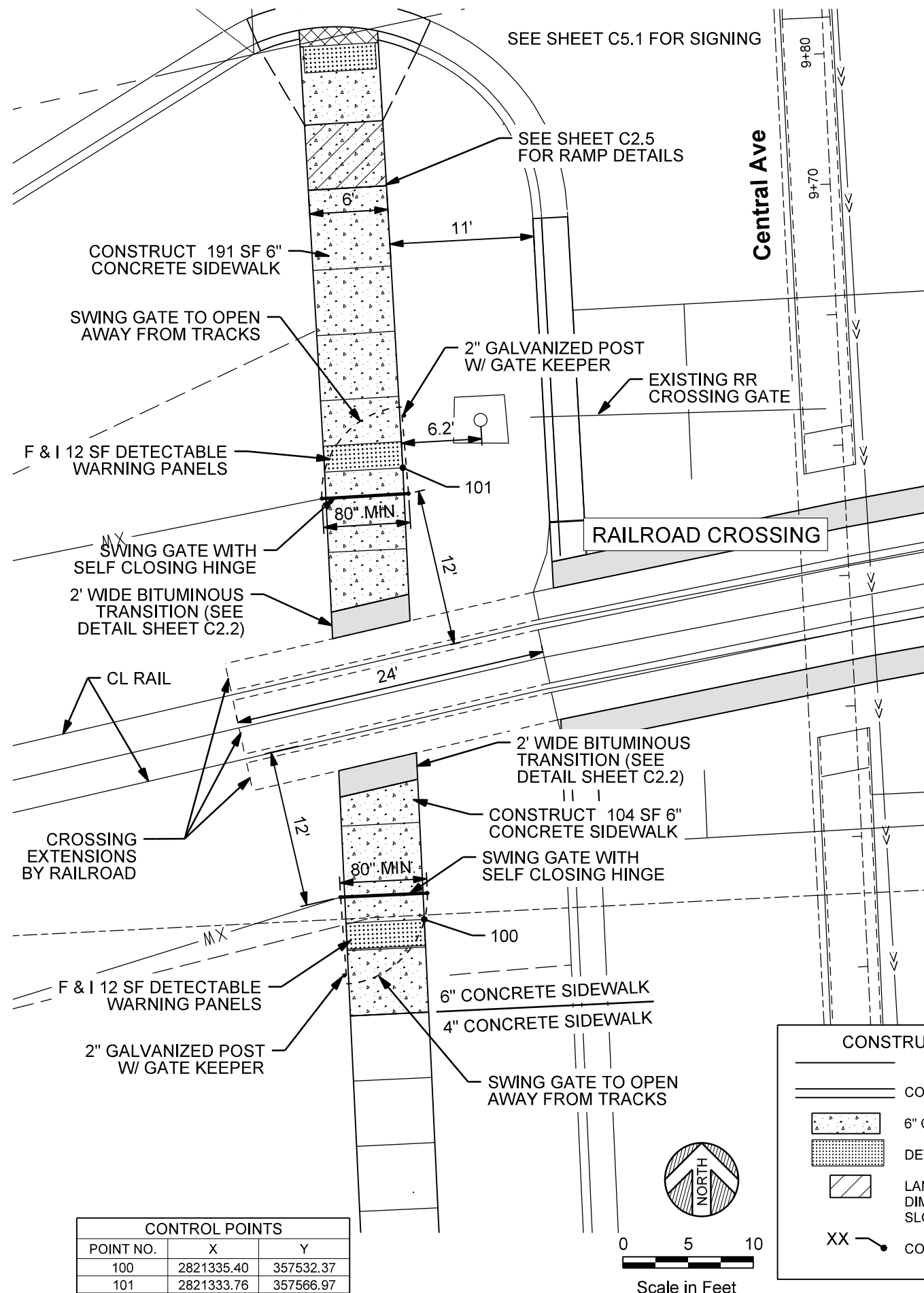
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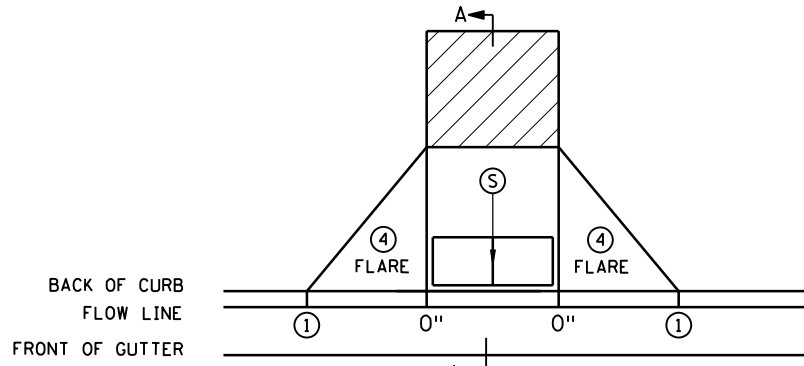
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DRAWN BY:	SHE
CHECKED BY:	
JOB NUMBER:	32358-2020-11835

2022 CITY PROJECT NO. 3
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS
EAST GRAND FORKS, MINNESOTA
PEDESTRIAN RAMP LAYOUT

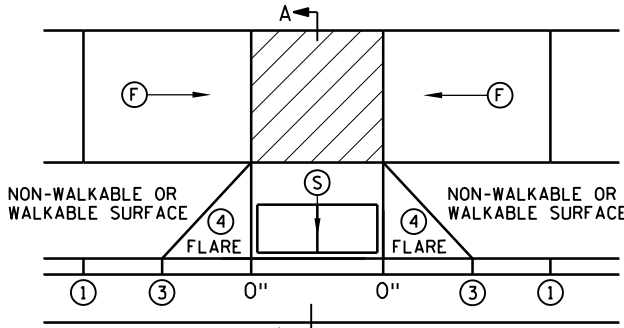
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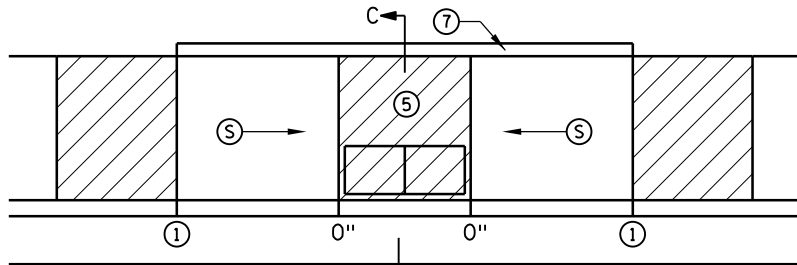




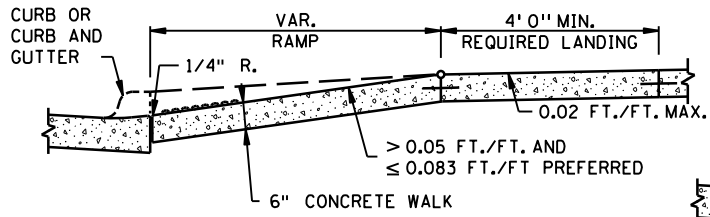
PERPENDICULAR



TIERED PERPENDICULAR

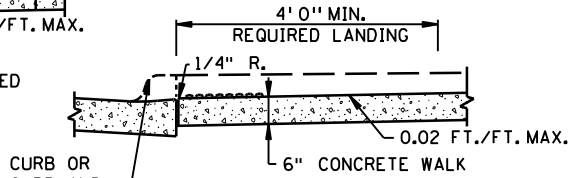


PARALLEL



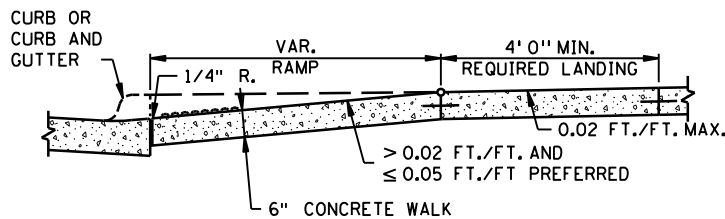
SECTION A-A

PERPENDICULAR/TIERED/DIAGONAL



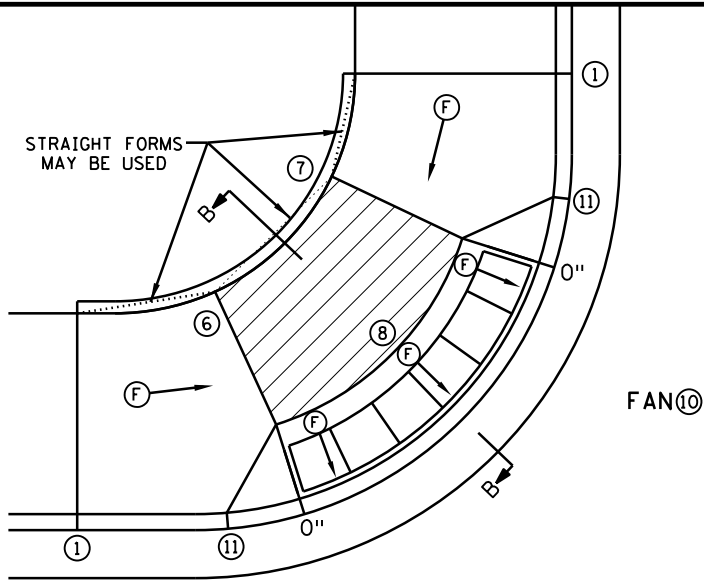
SECTION C-C

PARALLEL/DEPRESSED CORNER

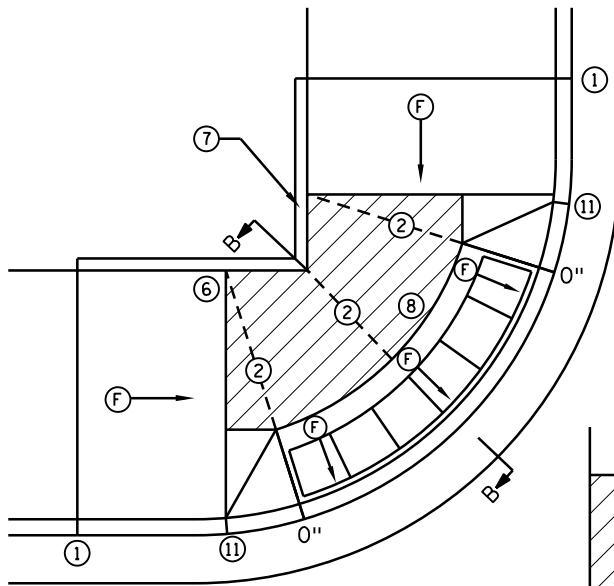


SECTION B-B

FAN

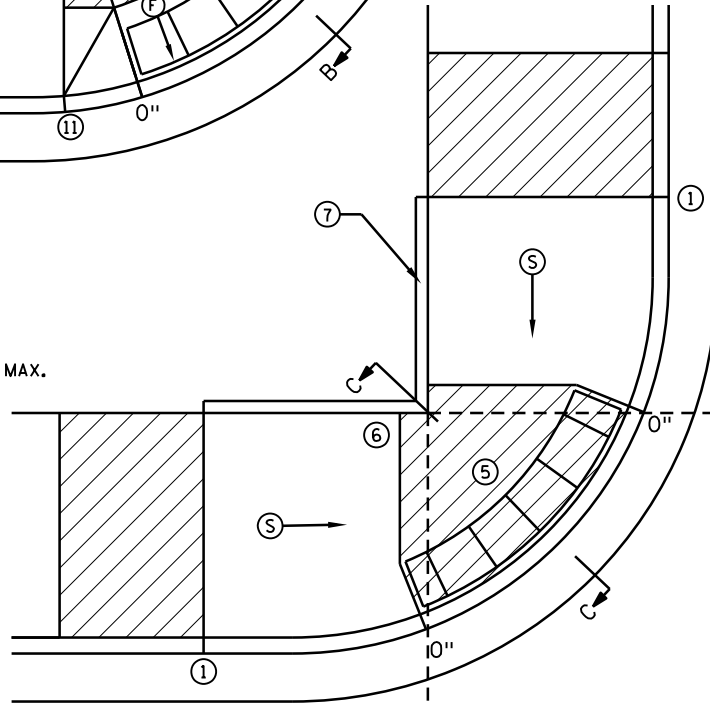


FAN ⑩

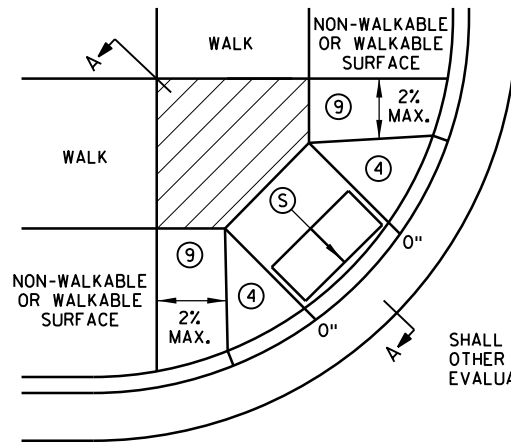


MODIFIED FAN ⑩

USED WHEN RIGHT-OF-WAY IS CONSTRAINED



DEPRESSED CORNER



DIAGONAL

SHALL ONLY BE USED AFTER ALL OTHER CURB RAMP TYPES HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL

NOTES:

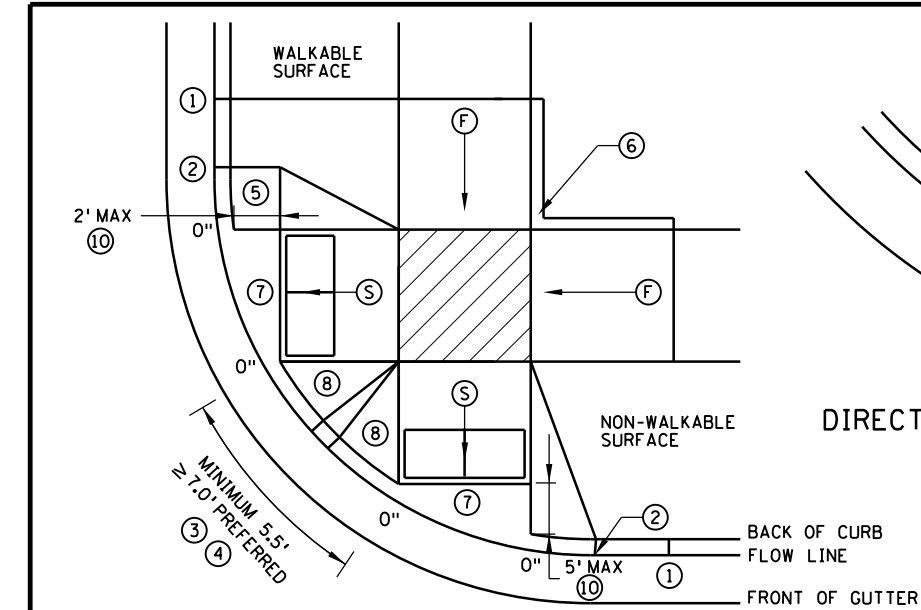
- LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE GREATER THAN 2%.
- INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.
- SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL RUNNING SLOPE IS GREATER THAN 5.0%.
- CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOPS OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.
- ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL, THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH, EXCEPT AS STATED IN ⑥ BELOW.
- TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 OF 6 FOR ALL SEPARATELY POURED INITIAL LANDINGS.
- WHEN SIDEWALK IS AT BACK OF CURB, TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE. MAINTAIN POSITIVE BOULEVARD DRAINAGE TO TOP OF CURB.
- ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.
- 4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER THE ENTIRE PAR WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK WITH THE EXCEPTION OF 3" MAXIMUM ON EACH OUTSIDE EDGE WHICH ENSURES THE DETECTABLE WARNINGS ARE ENCASED IN CONCRETE WHEN ADJACENT TO TURF. WHEN ADJACENT TO CONCRETE FLARES 0" - 3" OFFSET IS ALLOWED.
- WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR. ARC LENGTH OF THE RADIAL DETECTABLE WARNING SHOULD NOT BE GREATER THAN 20 FEET.
- RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.
- ① MATCH FULL HEIGHT CURB.
- ② 4' MINIMUM DEPTH LANDING REQUIRED ACROSS TOP OF RAMP.
- ③ 3" HIGH CURB WHEN USING A 3' LONG RAMP, 4" HIGH CURB WHEN USING A 4' LONG RAMP.
- ④ SEE SHEET 4 OF 6, TYPICAL SIDE TREATMENT OPTIONS, FOR DETAILS ON FLARES AND RETURNED CURBS.
- ⑤ DETECTABLE WARNINGS MAY BE PART OF THE 4' X 4' MIN. LANDING AREA IF IT IS NOT FEASIBLE TO CONSTRUCT THE LANDING OUTSIDE OF THE DETECTABLE WARNING AREA.
- ⑥ THE GRADE BREAK SHALL BE PERPENDICULAR TO THE BACK OF WALK, THIS WILL ENSURE THAT THE GRADE BREAK IS PERPENDICULAR TO THE DIRECTION OF TRAVEL. (TYPICAL FOR ALL)
- ⑦ WHEN ADJACENT TO GRASS, GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS LESS THAN 5% RUNNING SLOPE SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.
- ⑧ A 7' MIN TOP RADIUS GRADE BREAK IS REQUIRED TO BE CONSTRUCTIBLE.
- ⑨ PAVE FULL WALK WIDTH.
- ⑩ "S" SLOPES ON FANS SHALL ONLY BE USED WHEN ALL OTHER FEASIBLE OPTIONS HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL.
- ⑪ INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT 8-10% TO A MINIMUM 3" CURB HEIGHT. REDUCE INTERMEDIATE CURB HEIGHT TO 2+ INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.

LEGEND	
THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.	
⑤	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
⑥	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.
⑦	LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PAR.
X"	CURB HEIGHT

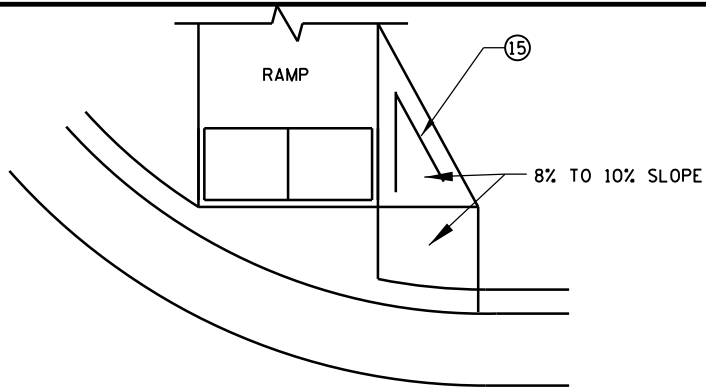
REVISION:
APPROVED: 11-04-2021
Jeffrey Perkins
JEFFREY PERKINS
OPERATIONS DIVISION

m MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.250	1 OF 6
Tom Styricki TOMAS STYRICKI STATE DESIGN ENGINEER	APPROVED: 11-04-2021 REVISED:	

PEDESTRIAN CURB RAMP DETAILS

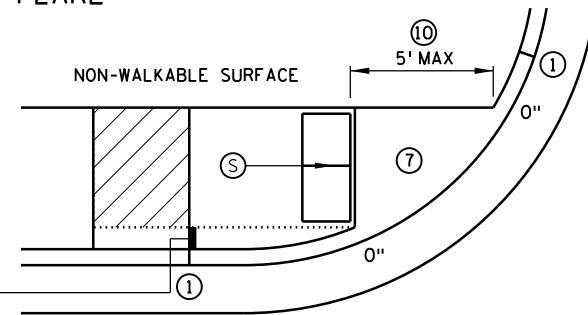


COMBINED DIRECTIONAL

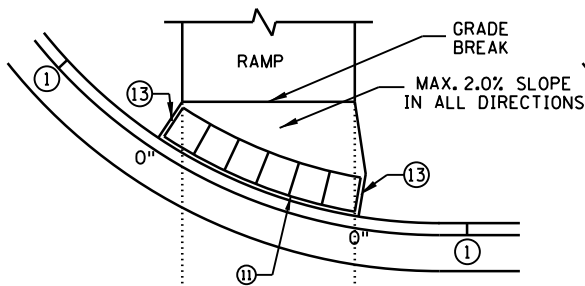


DIRECTIONAL RAMP WALKABLE FLARE

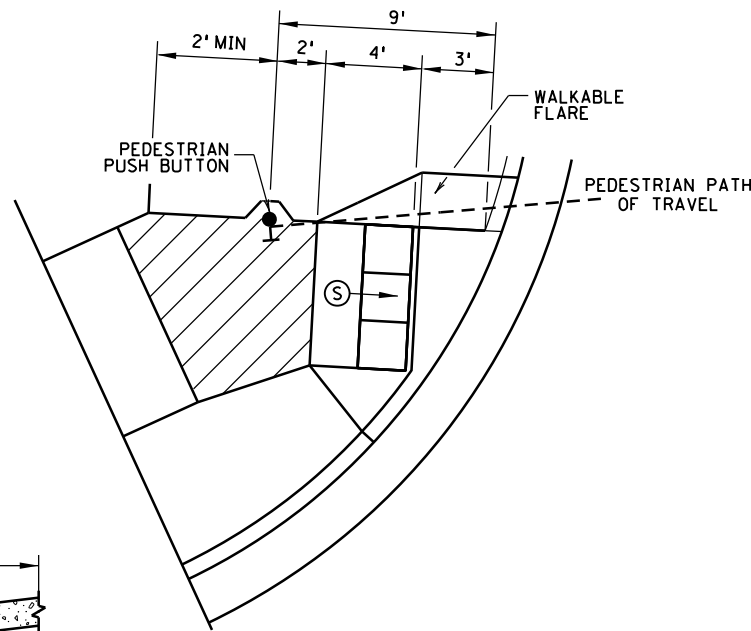
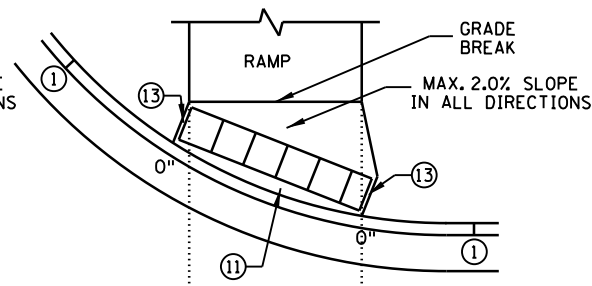
IF NON-CONCRETE BLVD. IS CONSTRUCTED AND IS LESS THAN 2' IN WIDTH AT TOP OF CURB TRANSITION, PAVE CONCRETE RAMP WIDTH TO ADJACENT BACK OF CURB.



STANDARD ONE-WAY DIRECTIONAL ⑨

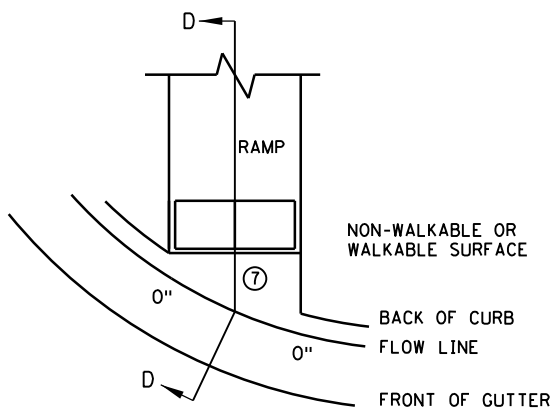


ONE-WAY DIRECTIONAL WITH DETECTABLE WARNING AT BACK OF CURB

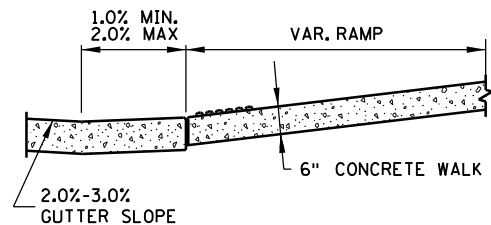


SEMI-DIRECTIONAL RAMP ③④⑨

3' DOME SETBACK, 4' LONG RAMP AND PUSH BUTTON 9' FROM THE BACK OF CURB
PRIMARYLY USED FOR APS APPLICATIONS WHERE THE PAR DOES NOT CONTINUE PAST THE PUSH BUTTON (DEAD-END SIDEWALK)



CURB FOR DIRECTIONAL RAMPS ⑭



SECTION D-D

NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30' OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR, 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOP GRADE BREAK OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL. THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH.

TO ENSURE INITIAL RAMPS AND INITIAL LANDINGS ARE PROPERLY CONSTRUCTED, LANDINGS SHALL BE CAST SEPARATELY, FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 AND THE ADA SPECIAL PROVISION (PROSECUTION OF WORK).

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

WHEN THE BOULEVARD IS 4' WIDE OR LESS, THE TOP OF CURB TAPER SHALL MATCH THE RAMP SLOPES TO REDUCE NEGATIVE BOULEVARD SLOPES FROM THE TOP BACK OF CURB TO THE PAR.

ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER THE ENTIRE PAR WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK WITH THE EXCEPTION OF 3" MAXIMUM ON EACH OUTSIDE EDGE WHICH ENSURES THE DETECTABLE WARNINGS ARE ENCASED IN CONCRETE WHEN ADJACENT TO TURF. WHEN ADJACENT TO CONCRETE FLARES 0" - 3" OFFSET IS ALLOWED.

WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR. ARC LENGTH OF THE RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.

RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB. SEE NOTES ⑩ & ⑪ FOR INFORMATION REGARDING RECTANGULAR DETECTABLE WARNING PLACEMENT.

① MATCH FULL CURB HEIGHT.

② 3" HIGH CURB WHEN USING A 3' LONG RAMP
4" HIGH CURB WHEN USING A 4' LONG RAMP.

③ 3" MINIMUM CURB HEIGHT (5.5' MIN. DISTANCE REQUIRED BETWEEN DOMES)
4" PREFERRED (7' MIN. DISTANCE REQUIRED BETWEEN DOMES).

④ THE "BUMP" IN BETWEEN THE RAMPS SHOULD NOT BE IN THE PATH OF TRAVEL FOR COMBINED DIRECTIONAL RAMPS. IF THIS OCCURS MODIFY THE RAMP LOCATION OR SWITCH RAMP TO A FAN/DEPRESSED CORNER.

⑤ WHEN USING CONCRETE PAVED FLARES ON THE OUTSIDE OF DIRECTIONAL RAMPS, AND ADJACENT TO A WALKABLE SURFACE, DIRECTIONAL RAMP FLARES SHALL BE USED. SEE THE DETAIL ON THIS SHEET.

⑥ GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.

⑦ MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB AND GUTTER.

⑧ 8% TO 10% WALKABLE FLARE.

⑨ PLACE DOMES AT THE BACK OF CURB WHEN ALLOWABLE SETBACK CRITERIA IS EXCEEDED.

⑩ FRONT EDGE OF DETECTABLE WARNING SHALL BE SET BACK 2' MAXIMUM WHEN ADJACENT TO WALKABLE SURFACE, AND 5' MAXIMUM WHEN ADJACENT TO NON-WALKABLE SURFACE WITH ONE CORNER SET 3" FROM BACK OF CURB. A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.

⑪ RECTANGULAR DETECTABLE WARNINGS MAY BE SETBACK UP TO 9" FROM THE BACK OF CURB WITH CORNERS SET 3" FROM BACK OF CURB. IF 9" SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNINGS.

⑫ FOR DIRECTIONAL RAMPS WITH THE DETECTABLE WARNINGS PLACED AT THE BACK OF CURB, THE DETECTABLE WARNINGS SHALL COVER THE ENTIRE WIDTH OF THE WALK/PATH. THIS ENSURES A DETECTABLE EDGE AND HELPS ELIMINATE THE CURB TAPER OBSTRUCTING THE PATH OF PEDESTRIAN TRAVEL.

⑬ THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE BACK OF CURB. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.

⑭ TO BE USED FOR ALL DIRECTIONAL RAMPS, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.

⑮ PLACE 2 NO. 4 BARS 4 INCHES FROM SIDE OF FORMS WITH A MINIMUM 2 INCHES OF CONCRETE COVER ALONG EACH SIDE OF FLARE (INCIDENTAL).

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

⑤ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.

⑥ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.

⑦ LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PAR.

X" CURB HEIGHT

REVISION:
APPROVED: 11-04-2021
Jeffrey J. Perkins
JEFFREY PERKINS
OPERATIONS DIVISION



STANDARD PLAN 5-297.250

2 OF 6

THOMAS STYRICKI
STATE DESIGN ENGINEER

APPROVED: 11-04-2021
REVISED:

PEDESTRIAN CURB RAMP DETAILS

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

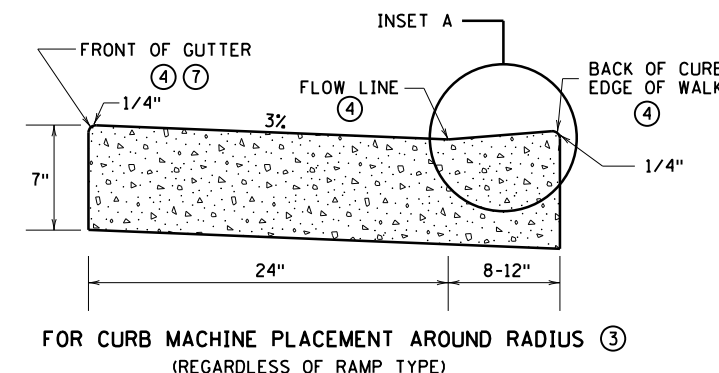
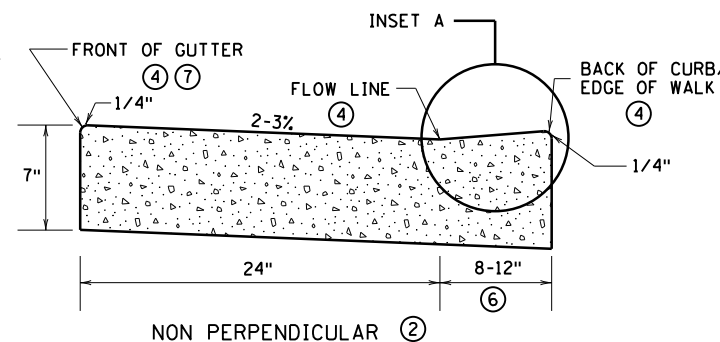
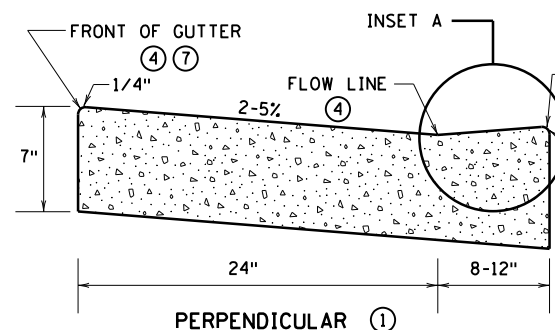
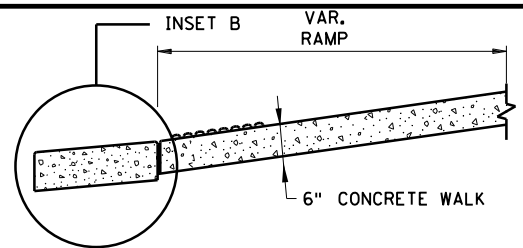
HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
STEVEN R. EMERY
DATE: 04/20/2023
LIC. NO.: 41354

REVISIONS	DESCRIPTION	DATE	BY
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3	NO SCALE	04/20/2023	WIDSETH

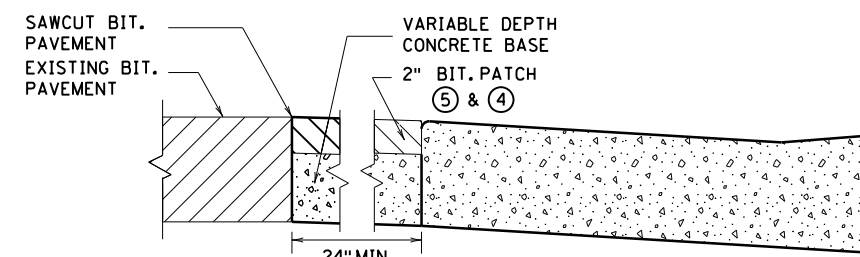
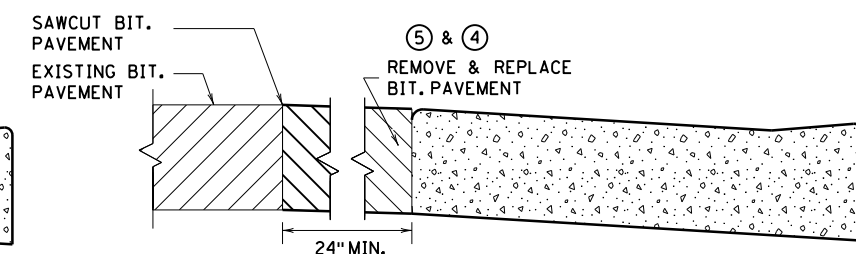
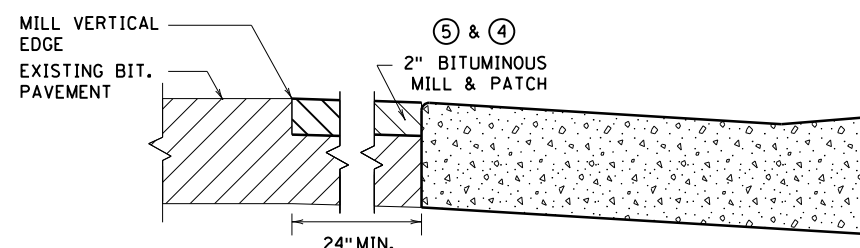
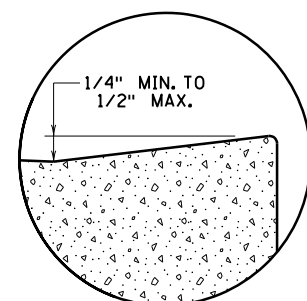
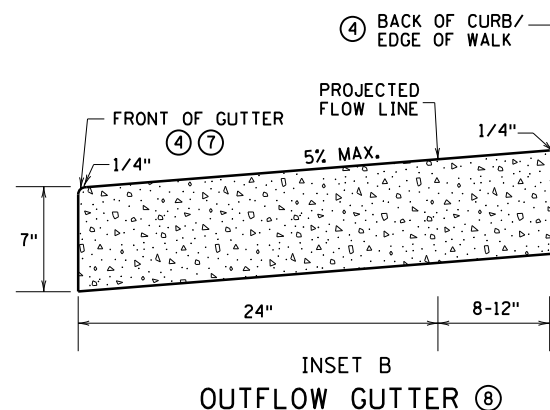
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SCALE: NO SCALE
DRAWN BY: WIDSETH
CHECKED BY: WIDSETH
JOB NUMBER: 32356-2024-11835

2022 CITY PROJECT NO. 3
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS
EAST GRAND FORKS, MINNESOTA
PEDESTRIAN CURB RAMP DETAILS

SHEET NO.
C3.1
SHEET OF

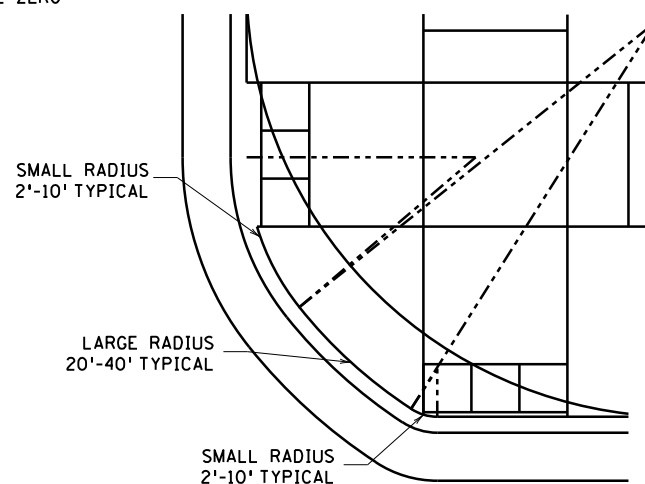
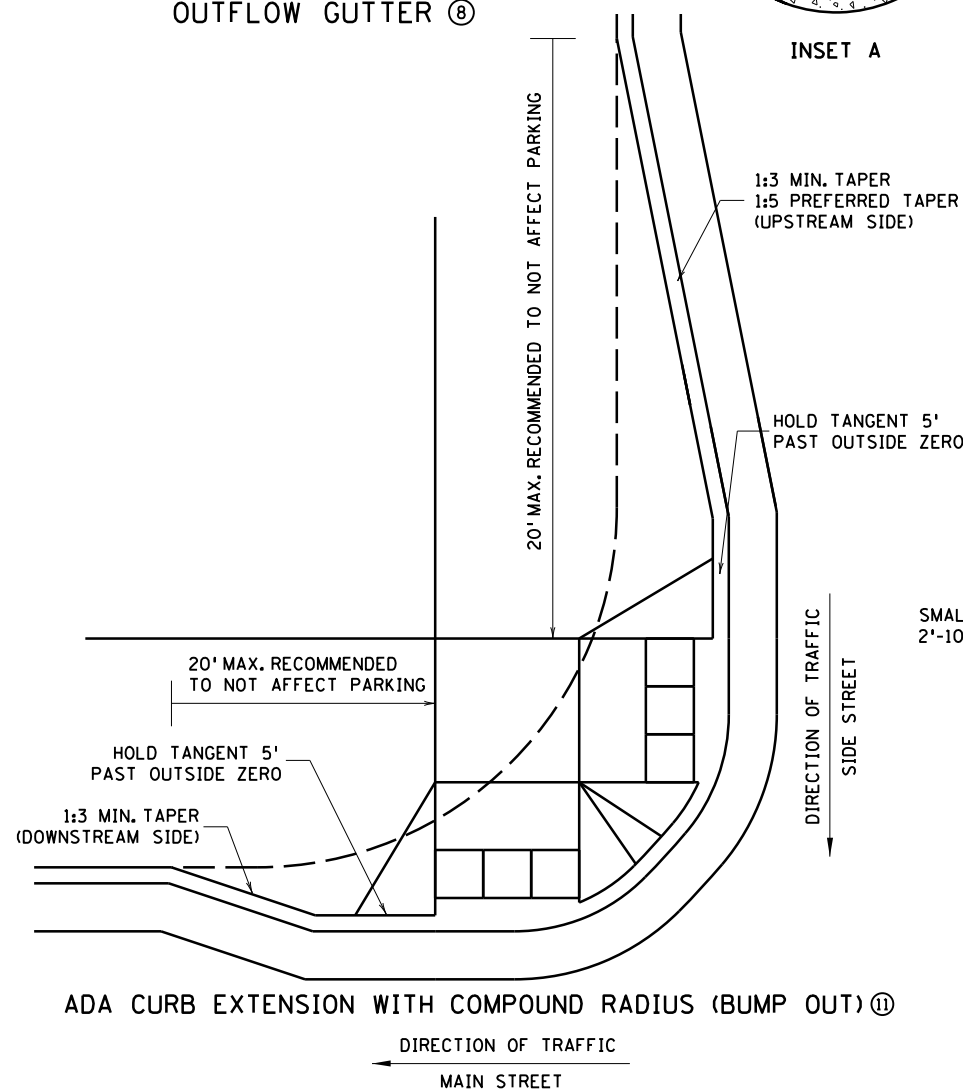


PEDESTRIAN ACCESS ROUTE CURB & GUTTER DETAIL



ONLY ALLOWED PER ENGINEER'S APPROVAL

PAVEMENT TREATMENT OPTIONS IN FRONT OF CURB & GUTTER FOR USE ON CURB RAMP RETROFITS



COMBINED DIRECTIONAL ⑩ (COMPOUND RADIUS)

NOTES:

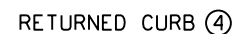
- POSITIVE FLOW LINE DRAINAGE SHALL BE MAINTAINED THROUGH THE PEDESTRIAN ACCESS ROUTE (PAR) AT A 2% MAXIMUM. NO PONDING SHALL BE PRESENT IN THE PAR.
- ANY VERTICAL LIP THAT OCCURS AT THE FLOW LINE SHALL NOT BE GREATER THAN 1/4 INCH.
- FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: PERPENDICULAR, TIERED PERPENDICULAR, PARALLEL, AND DIAGONAL RAMP.
- FOR USE AT CURB RAMP WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED NON PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: FANS & DEPRESSED CORNERS.
- BEGIN GUTTER SLOPE TRANSITION 10' OUTSIDE OF ALL CURB RAMP.
- THERE SHALL BE NO VERTICAL DISCONTINUITIES GREATER THAN 1/4".
- ELEVATION CHANGE TAKES PLACE FROM THE EXISTING TO NEW FRONT OF GUTTER. PATCH IS USED TO MATCH THE NEW GUTTER FACE INTO THE EXISTING ROADWAY.
- VARIABLE WIDTH FOR DIRECTIONAL CURB APPLICATIONS. SEE SHEET 2 FOR DIRECTIONAL CURB SLOPE REQUIREMENTS.
- TOP FRONT OF GUTTER SHALL BE CONSTRUCTED FLUSH WITH PROPOSED ADJACENT PAVEMENT ELEVATION. TOP 1.5" OF THE GUTTER FACE MUST BE A FORMED EDGE. PAR GUTTER SHALL NOT BE OVERLAID.
- SHOULD BE USED AT VERTICALLY CONSTRAINED AREAS WHEN AT A DRAINAGE HIGH POINT OR SUPER ELEVATED ROADWAY SEGMENTS.
- DRILL AND GROUT NO. 4 EPOXY-COATED 18" LONG TIE BARS AT 30" CENTER TO CENTER INTO EXISTING CONCRETE PAVEMENT 1' MINIMUM FROM ALL JOINTS.
- HELPS PROVIDE TWO SEPARATE RAMPS, REDUCES THE DOME SETBACK LENGTH AND MINIMIZES DIRECTIONAL CURB. THIS RADIUS DESIGN CLOSELY FOLLOWS THE TURNING VEHICLE PATH WHILE OPTIMIZING CURB RAMP LENGTH.
- CURB EXTENSIONS SHOULD BE USED IN VERTICALLY CONSTRAINED AREAS, USUALLY IN DOWNTOWN ROADWAY SEGMENTS WHERE ON-STREET PARKING IS AVAILABLE. CURB EXTENSIONS SHOULD BE CONSIDERED FOR APS INTERSECTIONS WHERE SPACE IS LIMITED. PUSH BUTTONS MUST MEET APS CRITERIA AS DESCRIBED IN THE PUSH BUTTON LOCATION DETAIL SHEET.

REVISION:
APPROVED: 11-04-2021
<i>Jeffrey J. Perkins</i>
JEFFREY PERKINS
OPERATIONS DIVISION

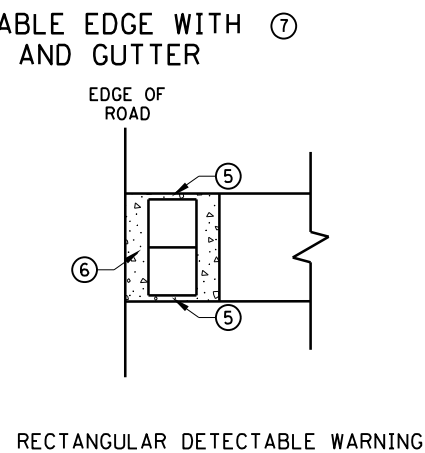
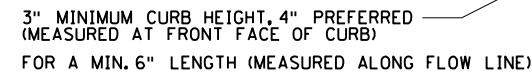


STANDARD PLAN 5-297.250	3 OF 6
APPROVED: 11-04-2021	REVISED:
<i>Tom Styrbicki</i>	
THOMAS STYRBICKI	
STATE DESIGN ENGINEER	

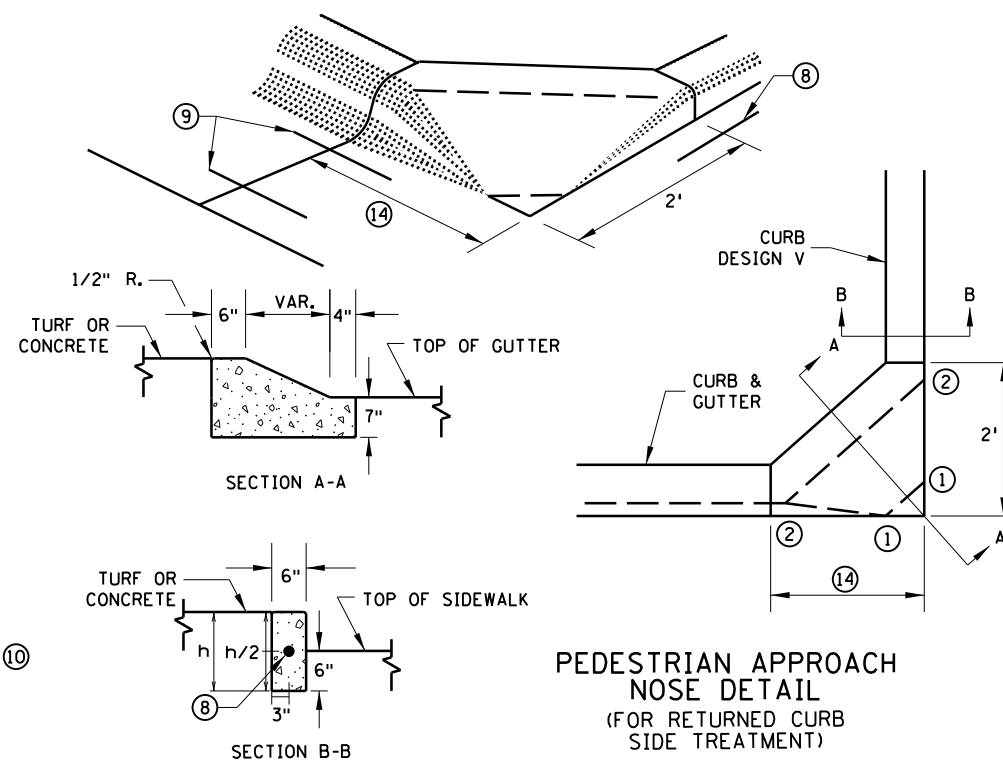
PEDESTRIAN CURB RAMP DETAILS



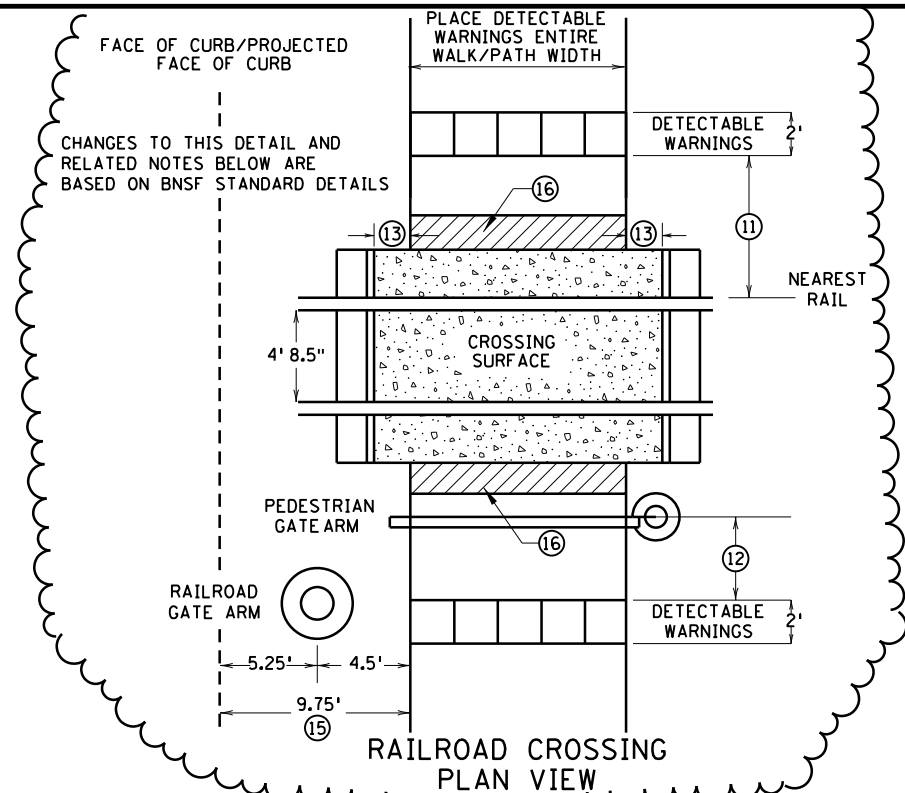
TYPICAL SIDE TREATMENT OPTIONS ③ ⑩



DETECTABLE EDGE WITHOUT CURB AND GUTTER



PEDESTRIAN APPROACH
NOSE DETAIL
(FOR RETURNED CURB
SIDE TREATMENT)



NOTES:

INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT 8-10% TO A MINIMUM 3 INCH CURB HEIGHT. INCREASE CURB TAPER LENGTH AT LESS THAN 8% OR REDUCE INTERMEDIATE CURB HEIGHT TO 2+ INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.

SEE STANDARD PLATE 7038 AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.

A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.

CONCRETE FLARE LENGTHS ADJACENT TO NON-WALKABLE SURFACES SHOULD BE LESS THAN 8' LONG MEASURED ALONG THE RAMPS FROM THE BACK OF CURB.

- ① 0" CURB HEIGHT. SEE INSET A ON SHEET 3 OF 6.
- ② FULL CURB HEIGHT.
- ③ SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED AS FIELD CONDITIONS DICTATE. THE ENGINEER SHALL DETERMINE THE RAMP SIDE TREATMENTS BASED ON MAINTENANCE OF BOTH ROADWAY AND SIDEWALK, ADJACENT PROPERTY CONSIDERATIONS, AND MITIGATING CONSTRUCTION IMPACTS.
- ④ TYPICALLY USED FOR MEDIANS AND ISLANDS.
- ⑤ WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE EDGE OF ROADWAY, MAINTAIN 3" MAX. BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.
- ⑥ IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS, DETECTABLE WARNINGS SHALL BE PLACED 1' FROM THE EDGE OF BITUMINOUS ROADWAY AND/OR BITUMINOUS SHARED-USE PATH TO PROVIDE VISUAL CONTRAST.
- ⑦ ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES DETECTABLE WARNINGS WHEREVER THERE IS ZERO-INCH HIGH CURB. CURB TAPERS ARE CONSIDERED A DETECTABLE EDGE WHEN THE TAPER STARTS WITHIN 3" OF THE EDGE OF THE DETECTABLE WARNINGS, AND UNIFORMLY RISES TO A 3-INCH MINIMUM CURB HEIGHT. ANY CURB NOT PART OF A CURB TAPER AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.
- ⑧ DRILL AND GROUT 1 - NO. 4 12" LONG REINFORCEMENT BAR (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE V CURB.
- ⑨ DRILL AND GROUT 2 - NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE CURB AND GUTTER.
- ⑩ SIDE TREATMENT EXAMPLES SHOWN ARE WHEN THE INITIAL LANDING IS APPROXIMATELY LEVEL WITH THE FULL HEIGHT CURB (I.E. 6' LONG RAMP FOR 6" HIGH CURB). WHEN THE INITIAL LANDING IS MORE THAN 1" BELOW FULL HEIGHT CURB REFER TO SHEETS 1 & 2 TO MODIFY THE CURB HEIGHT TAPERS AND MAINTAIN POSITIVE BOULEVARD DRAINAGE. CONSTRUCT THESE TAPERS AT 0"-3" AT 8-10%, THEN LESS THAN 5% FROM 3" CURB TO FULL CURB HEIGHT.
- ⑪ NEAREST EDGE OF DETECTABLE WARNING SURFACES SHALL BE PLACED 12' MINIMUM TO 15' MAXIMUM FROM THE NEAREST RAIL. FOR SKEWED RAILWAYS IN NO INSTANCE SHALL THE DETECTABLE WARNING BE CLOSER THAN 12' MEASURED PERPENDICULAR TO THE NEAREST RAIL.
- ⑫ WHEN PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL, 2' FROM THE APPROACHING SIDE OF THE GATE ARM. THIS CRITERIA GOVERNS OVER NOTE ⑪.
- ⑬ CROSSING SURFACE SHALL EXTEND 2' MINIMUM PAST THE OUTSIDE EDGE OF WALK OR SHARED-USE PATH.
- ⑭ 3' FOR MEDIANS AND SPLITTER ISLANDS. NOSE CAN BE REDUCED TO 2' ON FREE RIGHT ISLANDS.
- ⑮ SIDEWALK TO BE PLACED 9.75' MIN. FROM THE FACE OF CURB/PROJECTED FACE OF CURB. THIS ENSURES MIN. CLEARANCE BETWEEN THE SIDEWALK AND GATE ARM COUNTERWEIGHT SUPPORTS.
- ⑯ CONSTRUCT BITUMINOUS TRANSITION. SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE. SEE SECTION DETAIL SHEET C2.2

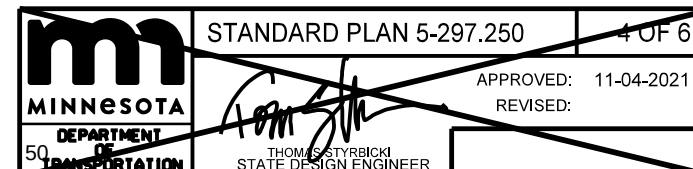
REVISION:

APPROVED: 11-04-2021

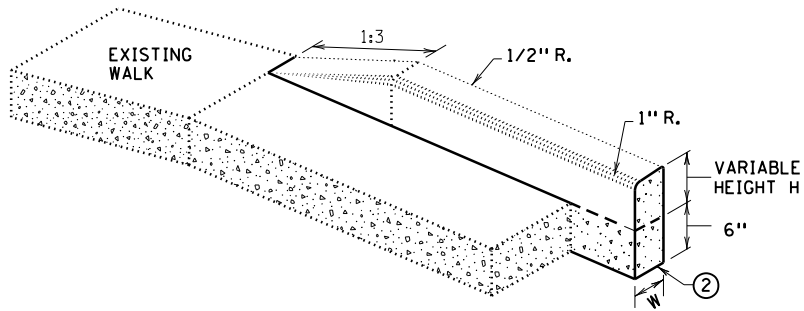
Jeff J. Perkins

JEFFREY PERKINS

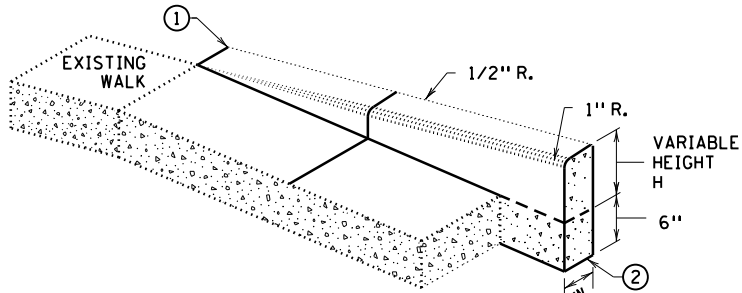
OPERATIONS DIVISION



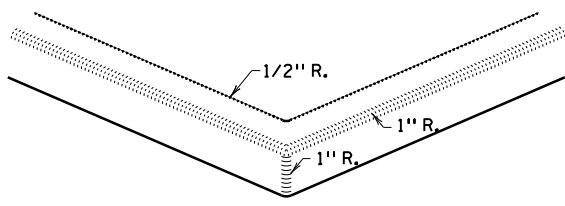
PEDESTRIAN CURB RAMP DETAILS



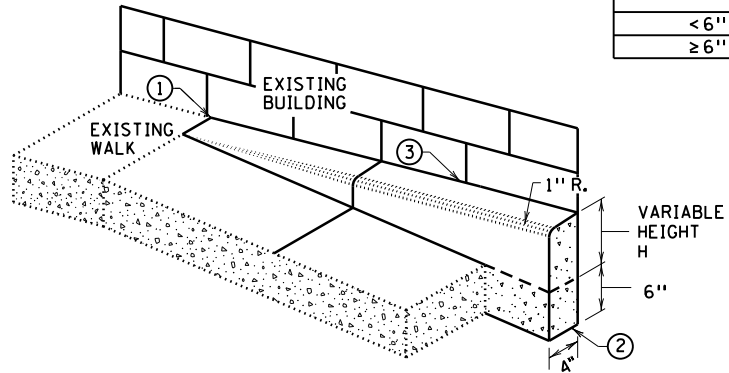
V CURB ADJACENT TO LANDSCAPE
CURB WITHIN SIDEWALK LIMITS



V CURB ADJACENT TO LANDSCAPE
CURB OUTSIDE SIDEWALK LIMITS

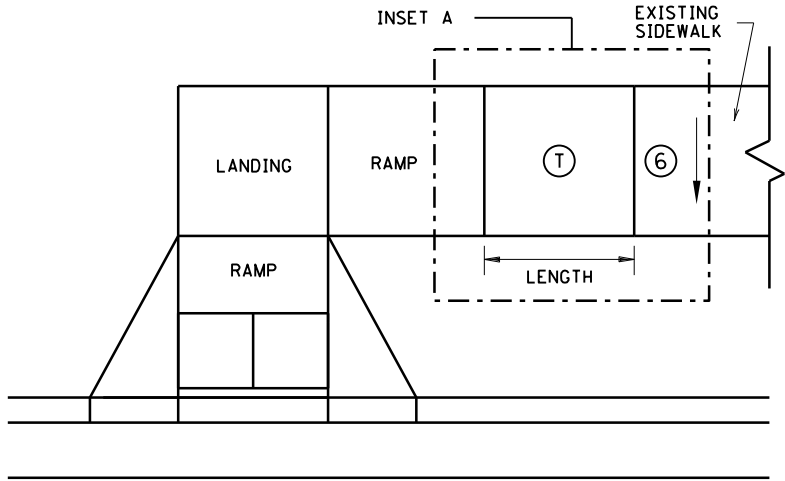


V CURB INTERSECTION

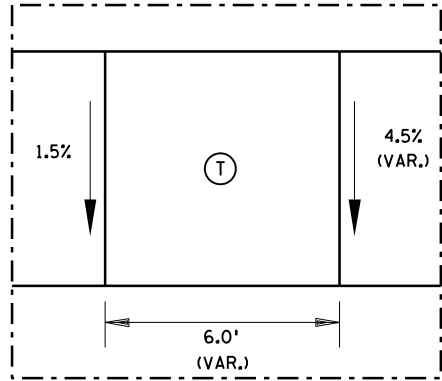


V CURB ADJACENT TO BUILDING
OR BARRIER

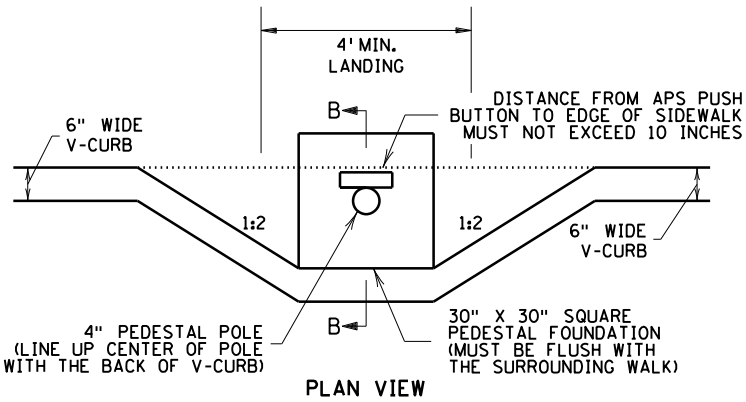
CONCRETE CURB DESIGN V	
CURB HEIGHT H	CURB WIDTH W
< 6"	4"
≥ 6"	6"



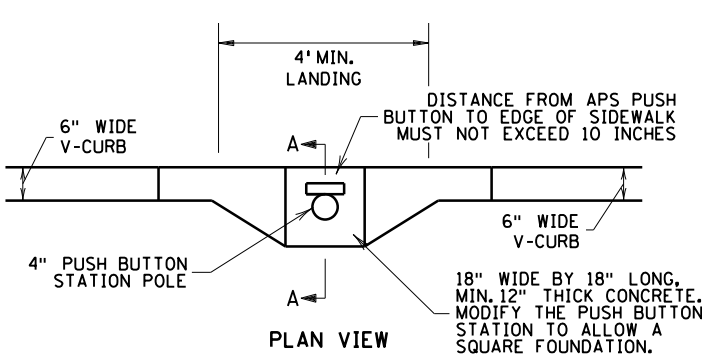
TRANSITION PANEL ④ ⑤



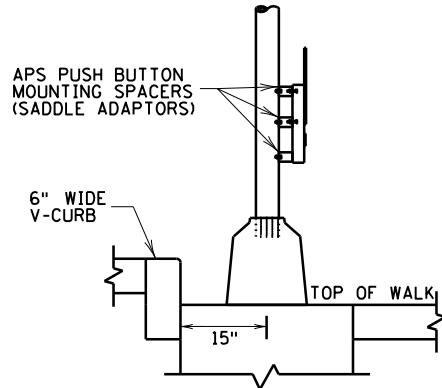
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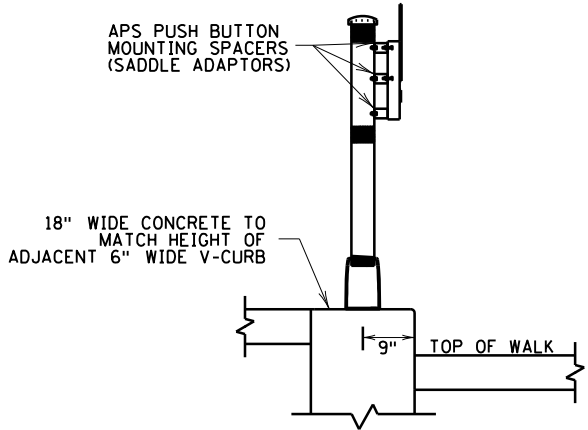
PLAN VIEW



PLAN VIEW



SECTION B-B
SIGNAL PEDESTAL & PUSH BUTTON (V-CURB)



SECTION A-A
PUSH BUTTON STATION (V-CURB)

NOTES:

A WALKABLE FLARE IS AN 8-10% CONCRETE FLARE THAT IS REQUIRED WHEN THE FLARE IS ADJACENT TO A WALKABLE SURFACE, OR WHEN THE PEDESTRIAN PATH OF TRAVEL OF A PUSH BUTTON TRAVERSES THE FLARE.

ALL V CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.

WHERE RIGHT-OF-WAY ALLOWS, USE OF V CURB SHOULD BE MINIMIZED. GRADING ADJACENT TURF OR SLOPING ADJACENT PAVEMENT IS PREFERRED.

V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.

V CURB NEXT TO BUILDING SHALL BE A 4" WIDTH AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.

- ① END TAPERS AT TRANSITION SECTION SHALL MATCH INPLACE SIDEWALK GRADES.
- ② ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.
- ③ CONSTRUCT USING APPROVED EXPANSION MATERIAL PER MNDOT TYPE A-E EXPANSION. LEAVE A MINIMUM 1/2" TOP GAP AND SEAL WITH MNDOT APPROVED SILICONE PER MNDOT SPEC 3722.
- ④ THE MAX. RATE OF CROSS SLOPE TRANSITIONING IS 1' LINEAR FOOT OF SIDEWALK PER HALF PERCENT CROSS SLOPE. WHEN PAR WIDTH IS GREATER THAN 6' OR THE RUNNING SLOPE IS GREATER THAN 5%, DOUBLE THE CALCULATED TRANSITION LENGTH.
- ⑤ TRANSITION PANELS ARE TO ONLY BE USED AFTER THE RAMP, OR IF NEEDED, LANDING ARE AT THE FULL CURB HEIGHT (TYPICAL SECTION).
- ⑥ EXISTING CROSS SLOPE GREATER THAN 2.0%.

LEGEND

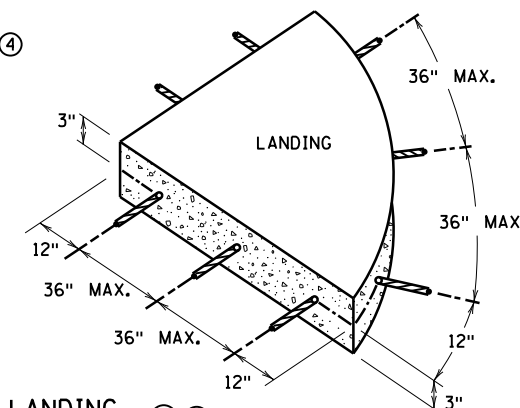
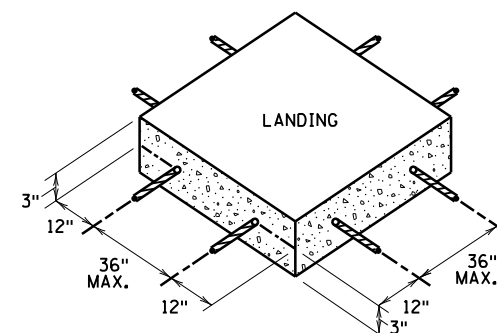
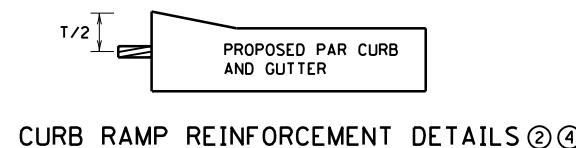
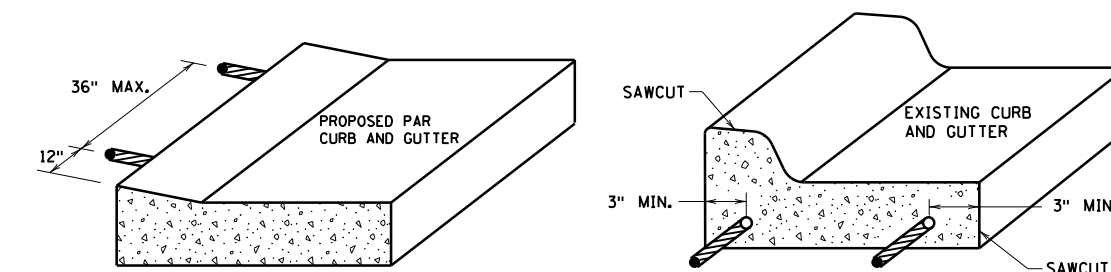
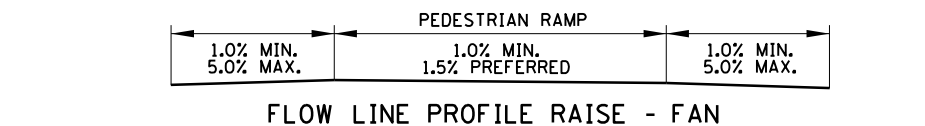
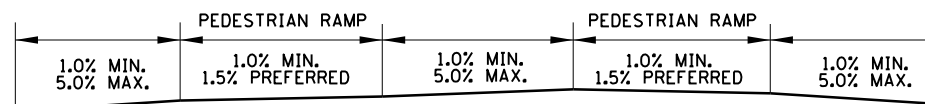
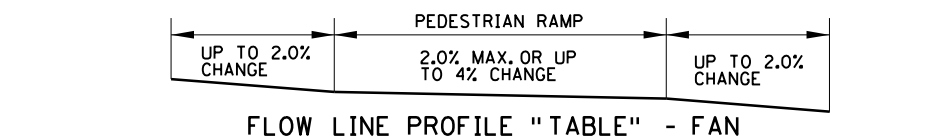
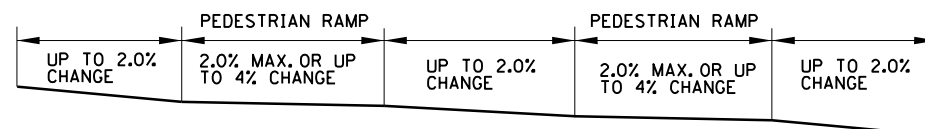
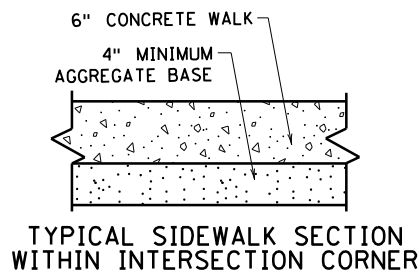
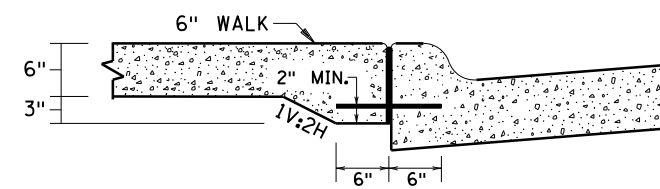
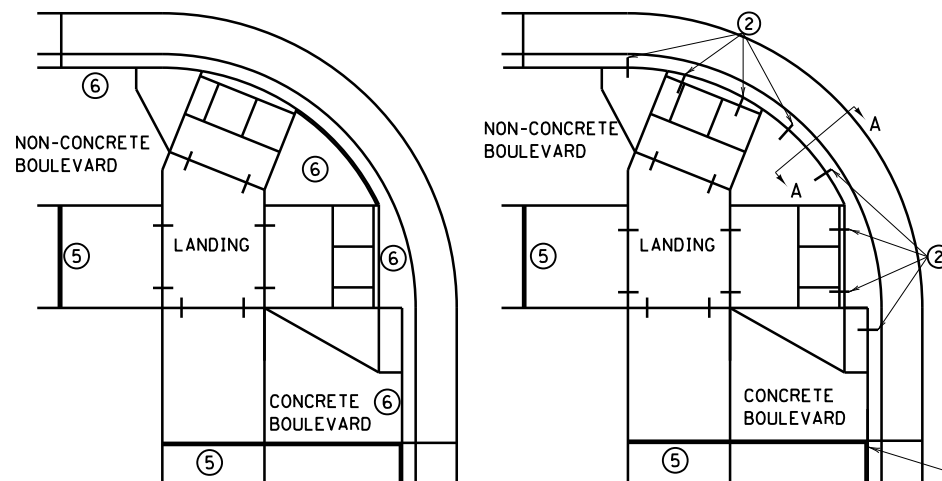
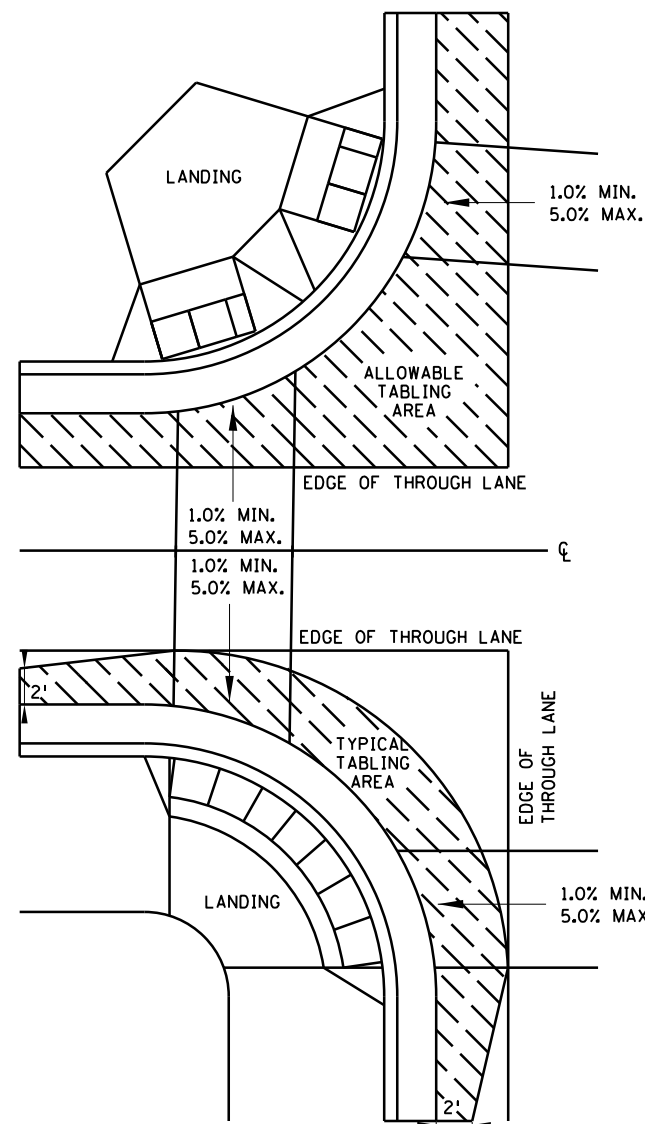
- THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.
- ⑤ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
 - LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PAR.
 - ① TRANSITION PANEL(S) - TO BE USED FOR TRANSITIONING THE CROSS-SLOPE OF A RAMP TO THE EXISTING WALK CROSS-SLOPE. RATE OF TRANSITION SHOULD BE 0.5% PER 1 LINEAR FOOT OF WALK. SEE THIS SHEET FOR ADDITIONAL INFORMATION.

REVISION:
APPROVED: 11-04-2021
<i>Jeffrey J. Perkins</i>
JEFFREY PERKINS
OPERATIONS DIVISION

m MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.250	5 OF 6
	APPROVED: 11-04-2021	
	REVISD:	
	<i>Tom Styrbicki</i>	
	THOMAS STYRBICKI	
	STATE DESIGN ENGINEER	

PEDESTRIAN CURB RAMP DETAILS

REVISION	DESCRIPTION	DATE	BY
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3	NO SCALE	04/20/2023	WIDSETH
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GENERAL NOTES:

"TABLING" OF CROSSWALKS MEANS MAINTAINING LESS THAN 2% CROSS SLOPE WITHIN A CROSSWALK, IS REQUIRED WHEN A ROADWAY IS IN A STOP OR YIELD CONDITION AND THE PROJECT SCOPE ALLOWS.

RECONSTRUCTION PROJECTS: ON FULL PAVEMENT REPLACEMENT PROJECTS "TABLING" OF ENTIRE CROSSWALK SHALL OCCUR WHEN FEASIBLE.

MILL & OVERLAY PROJECTS: "TABLING" OF FLOW LINES, IN FRONT OF THE PEDESTRIAN RAMP, IS REQUIRED WHEN THE EXISTING FLOW LINE IS GREATER THAN 2%. WARPING OF THE BITUMINOUS PAVEMENT CAN NOT EXTEND INTO THE THROUGH LANE. TABLE THE FLOW LINE TO 2% OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:

- 1) 1.0% MIN. CROSS-SLOPE OF THE ROAD
- 2) 5.0% MAX. CROSS-SLOPE OF THE ROAD
- 3) "TABLE" FLOW LINE UP TO 4% CHANGE FROM EXISTING SLOPE IN FRONT OF PEDESTRIAN RAMP
- 4) UP TO 2% CHANGE IN FLOW LINE FROM EXISTING SLOPE BEYOND THE PEDESTRIAN CURB RAMP

STAND-ALONE ADA RETROFITS: FOLLOW MILL & OVERLAY CRITERIA ABOVE HOWEVER ALL PAVEMENT WARPING IS DONE WITH BITUMINOUS PATCHING ON BITUMINOUS ROADWAYS AND FULL-DEPTH APRON REPLACEMENT ON CONCRETE ROADWAYS.

RAISING OF CURB LINES SHOULD OCCUR IN VERTICALLY CONSTRAINED AREAS. RAISE THE CURB LINES ENOUGH TO ALLOW COMPLIANT RAMPS OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:

- 1) 1.0% MIN. AND 5.0% MAXIMUM CROSS-SLOPE OF THE ROAD
- 2) 1.0% MIN. FLOW LINE (ON EITHER SIDE OF PEDESTRIAN RAMP) TO MAINTAIN POSITIVE DRAINAGE
- 3) 5.0% RECOMMENDED MAX. FLOW LINE
- 4) LONGITUDINAL THROUGH LANE ROADWAY TAPERS SHOULD BE 1" VERTICAL PER 15' HORIZONTAL

NOTES:

- ① TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON THIS SHEET FOR ALL SEPARATELY POURED INITIAL LANDINGS.
- ② DRILL AND GROUT NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) AT 36" MAXIMUM CENTER TO CENTER MINIMUM 12" SPACING FROM CONSTRUCTION JOINTS. BARS TO BE ADJUSTED TO MATCH RAMP GRADE. BARS TO BE PAID BY EACH.
- ③ DRILL AND GROUT 2 - NO. 4 X 12" LONG (6" EMBEDDED) REINFORCEMENT BARS (EPOXY COATED). REINFORCEMENT REQUIRED FOR ALL CONSTRUCTION JOINTS. BARS TO BE PAID BY EACH.
- ④ THIS CURB LINE REINFORCEMENT DETAIL SHALL BE USED ON BITUMINOUS ROADWAYS. FOR CONCRETE ROADWAYS, SEE NOTE 6.
- ⑤ CONSTRUCT WITH EXPANSION MATERIAL PER MNDOT SPECIFICATION 3702 TYPES A-E. EXPANSION MATERIAL SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE.
- ⑥ USE AN APPROVED TYPE F (1/4 INCH THICK) SEPARATION MATERIAL. SEPARATION MATERIAL SHALL MATCH FULL HEIGHT DIMENSION OF ADJACENT CONCRETE.

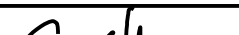
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APPROVED: 11-04-2021

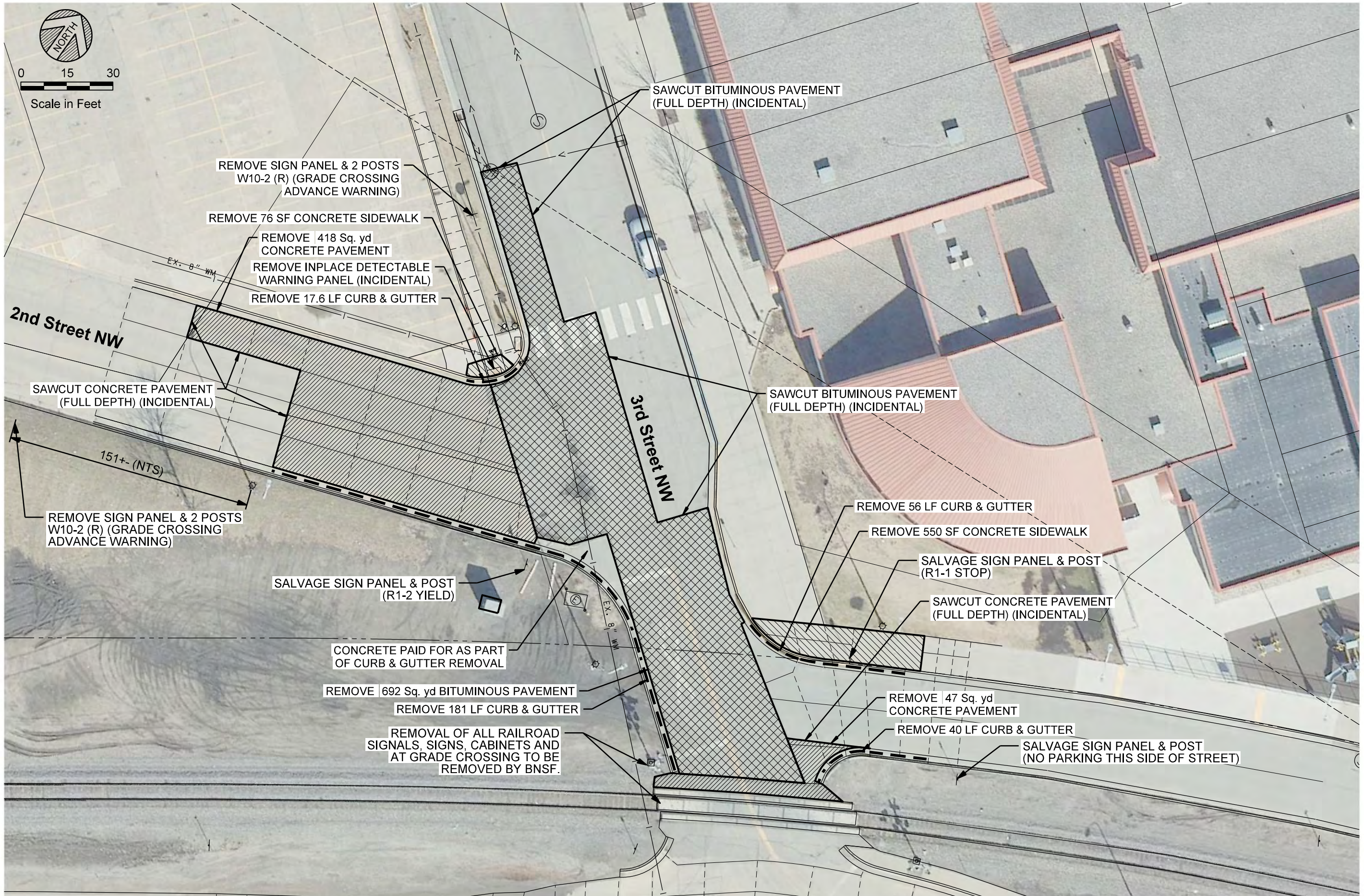
Jeffrey J. Perkins

JEFFREY PERKINS

OPERATIONS DIVISION

	STANDARD PLAN 5-297.250	6 OF 6
	 THOMAS STRICK STATE DESIGN ENGINEER	APPROVED: 11-04-2021 REVISED:

PEDESTRIAN CURB RAMP DETAILS



0 15 30
Scale in Feet

REMOVE SIGN PANEL & 2 POSTS
W10-2 (R) (GRADE CROSSING
ADVANCE WARNING)

REMOVE 76 SF CONCRETE SIDEWALK

REMOVE 418 Sq. yd
CONCRETE PAVEMENT

REMOVE INPLACE DETECTABLE
WARNING PANEL (INCIDENTAL)

REMOVE 17.6 LF CURB & GUTTER

SAWCUT BITUMINOUS PAVEMENT
(FULL DEPTH) (INCIDENTAL)

SAWCUT BITUMINOUS PAVEMENT
(FULL DEPTH) (INCIDENTAL)

SAWCUT CONCRETE PAVEMENT
(FULL DEPTH) (INCIDENTAL)

REMOVE SIGN PANEL & 2 POSTS
W10-2 (R) (GRADE CROSSING
ADVANCE WARNING)

SALVAGE SIGN PANEL & POST
(R1-2 YIELD)

CONCRETE PAID FOR AS PART
OF CURB & GUTTER REMOVAL

REMOVE 692 Sq. yd BITUMINOUS PAVEMENT

REMOVE 181 LF CURB & GUTTER

REMOVAL OF ALL RAILROAD
SIGNALS, SIGNS, CABINETS AND
AT GRADE CROSSING TO BE
REMOVED BY BNSF.

REMOVE 56 LF CURB & GUTTER

REMOVE 550 SF CONCRETE SIDEWALK

SALVAGE SIGN PANEL & POST
(R1-1 STOP)

SAWCUT CONCRETE PAVEMENT
(FULL DEPTH) (INCIDENTAL)

REMOVE 47 Sq. yd
CONCRETE PAVEMENT

REMOVE 40 LF CURB & GUTTER

SALVAGE SIGN PANEL & POST
(NO PARKING THIS SIDE OF STREET)

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2022 CITY PROJECT NO. 3

QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS

EAST GRAND FORKS, MINNESOTA

SHEET NO.

C4.0

SHEET

OF

DATE: 04/20/2023

SCALE: AS SHOWN

DRAWN BY: MBA

CHECKED BY: SRE

JOB NUMBER: 32358-2020-11835

DATE: 04/20/2023

DATE: 04/20/2023

DATE: 04/20/2023

DATE: 04/20/2023

REVISIONS DESCRIPTION

BY

DATE

REV#

1

2

3

4

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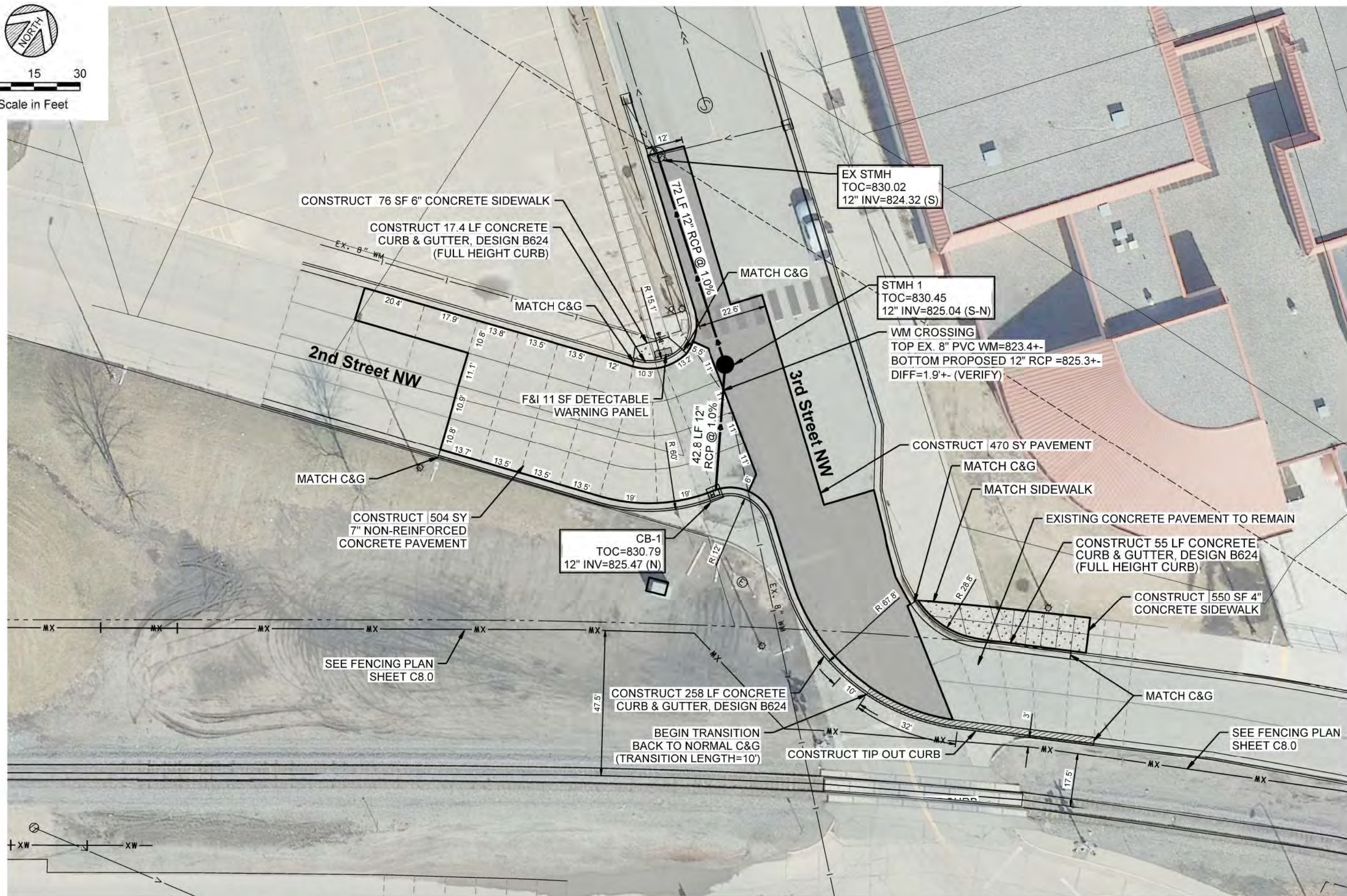
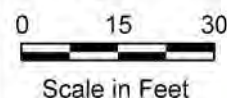
STEVEN R. EMERY

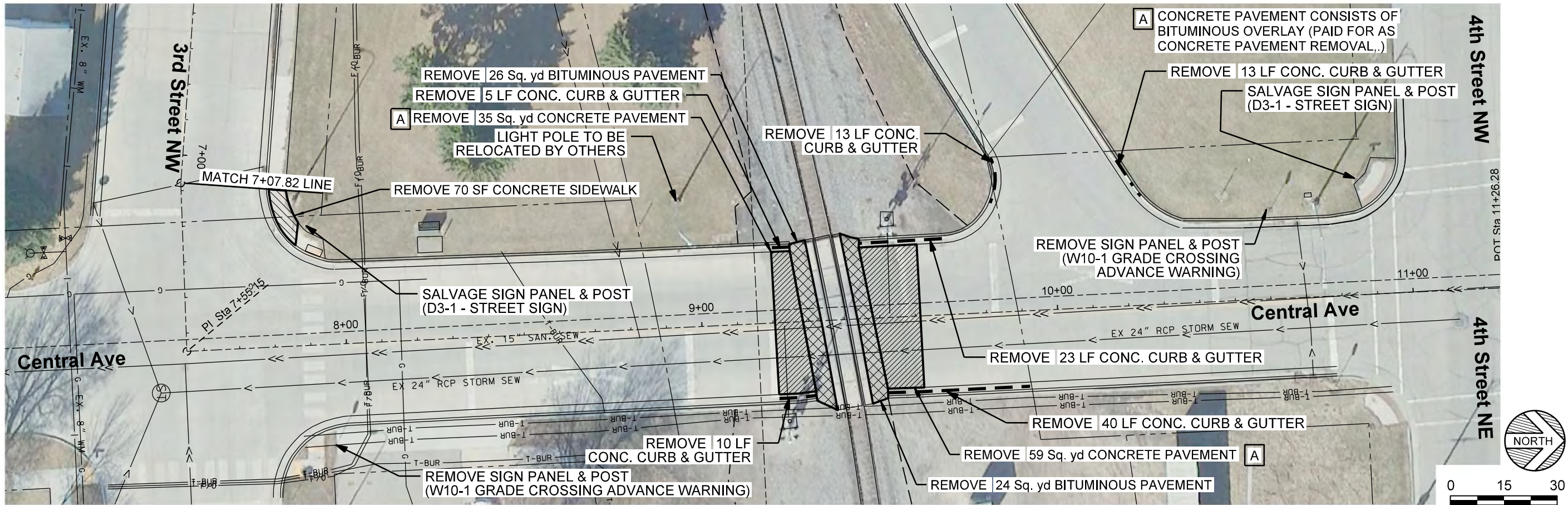
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LIC. NO. 41384

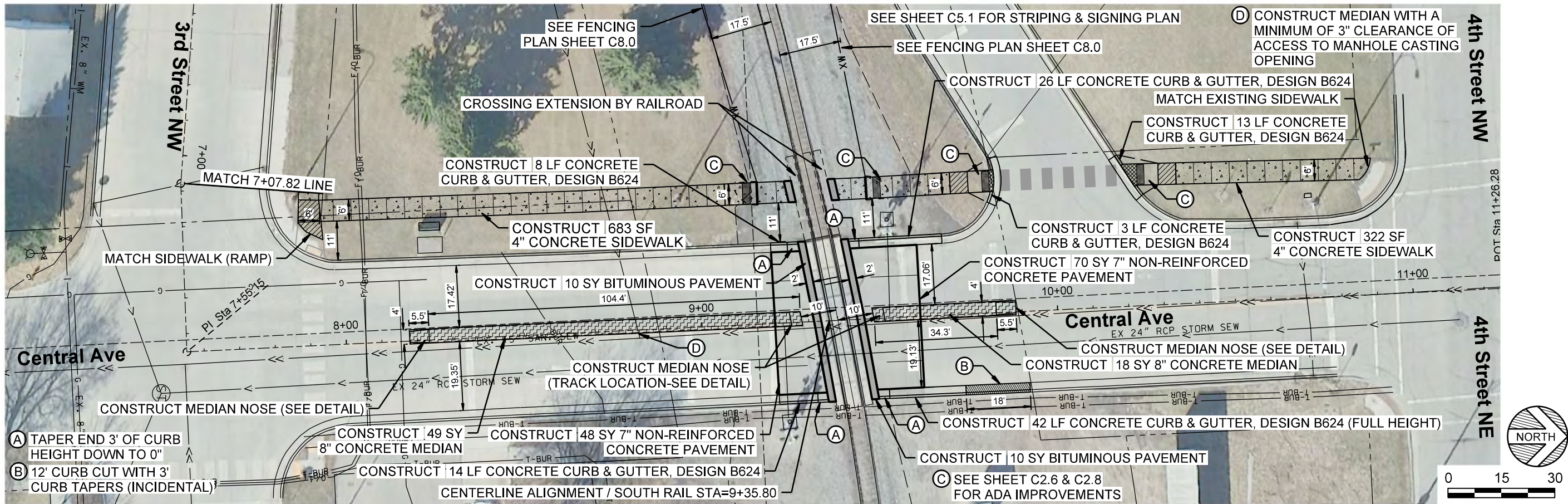
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4/20/2023

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Removal Plan



Construction Plan

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STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41364

DATE	SCALE	DRAWN BY	CHECKED BY	JOB NUMBER
04/20/2023	AS SHOWN	MBA	SRE	32358-2024-11935

2022 CITY PROJECT NO. 3

QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS

EAST GRAND FORKS, MINNESOTA

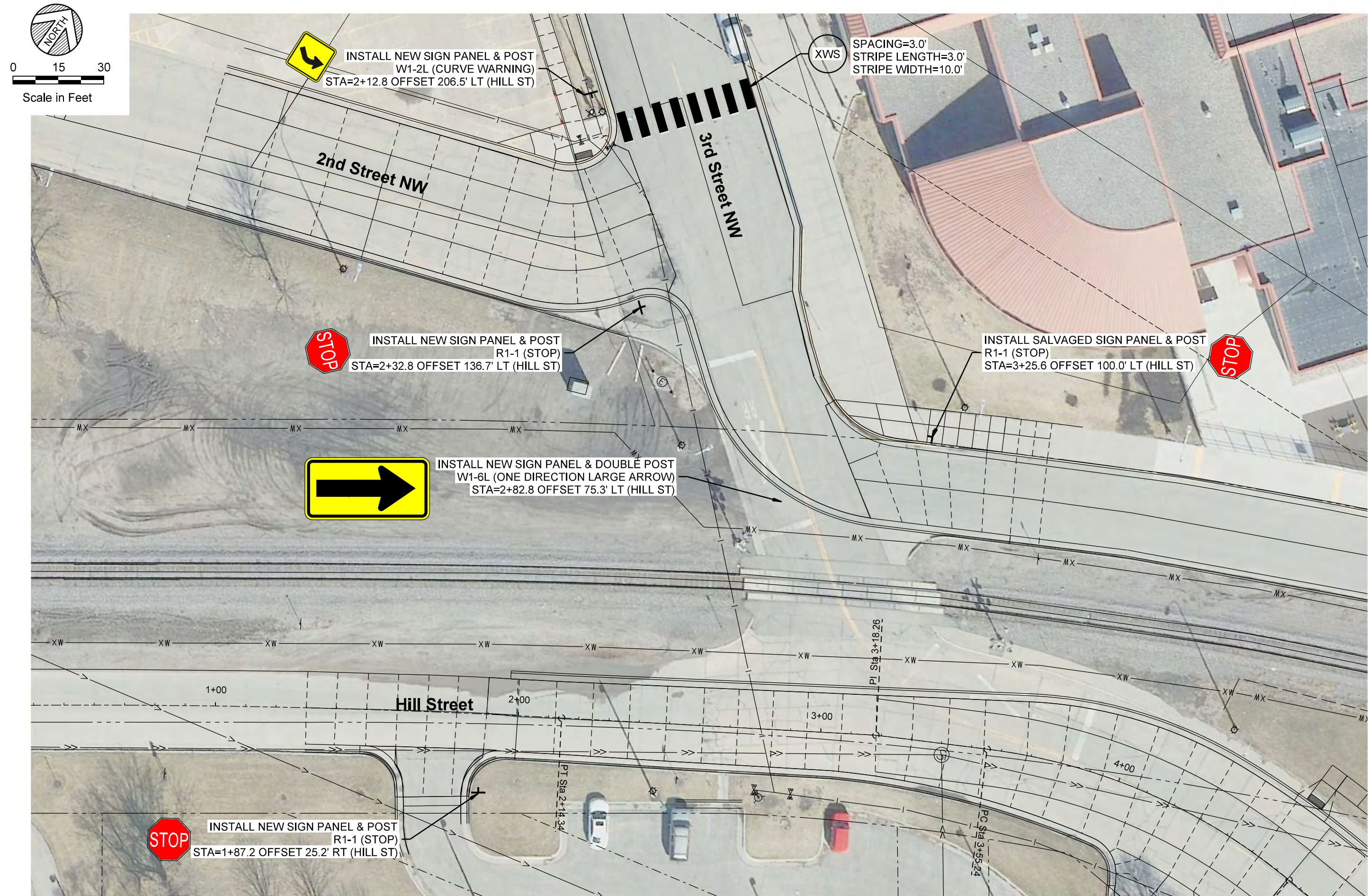
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4/20/2023



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2022 CITY PROJECT NO. 3
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS
EAST GRAND FORKS, MINNESOTA

SHEET NO.
C5.0

SIGNING & STRIPING PLAN

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CHECKED BY: SRE

DATE: 04/20/2023
BY: [Signature]
REVISIONS: [Table with 4 columns: REV#, DATE, DESCRIPTION, BY]

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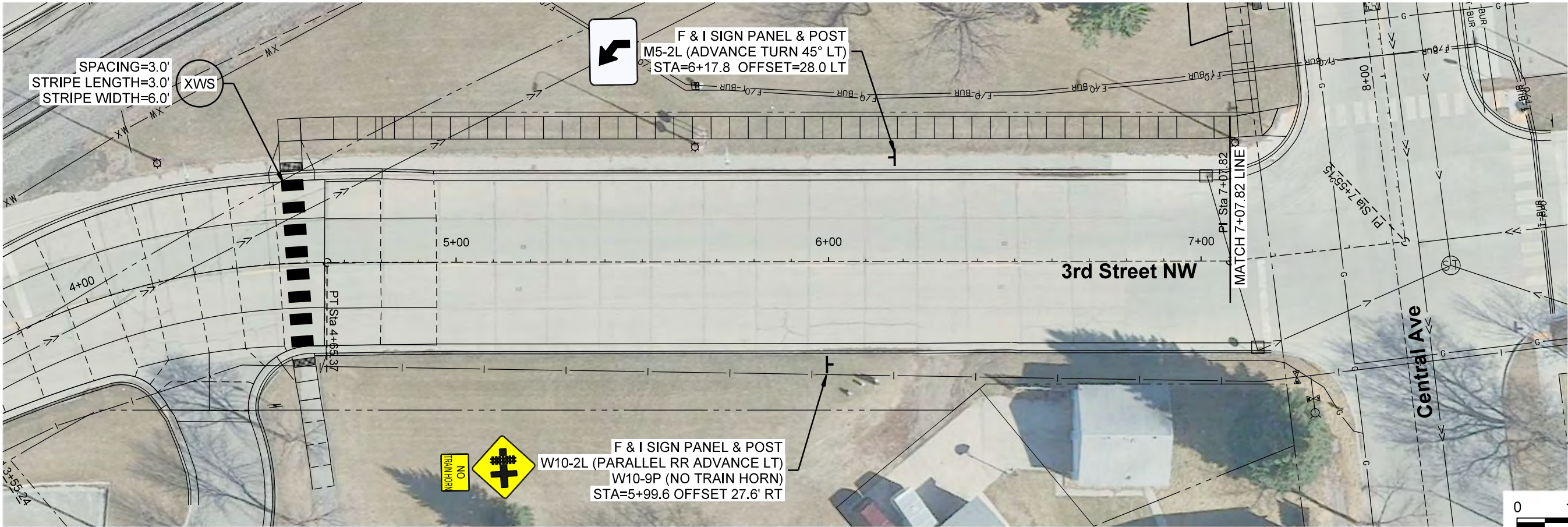
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STEVEN R. EMERY
DATE: 04/20/2023
LIC. NO. 41354

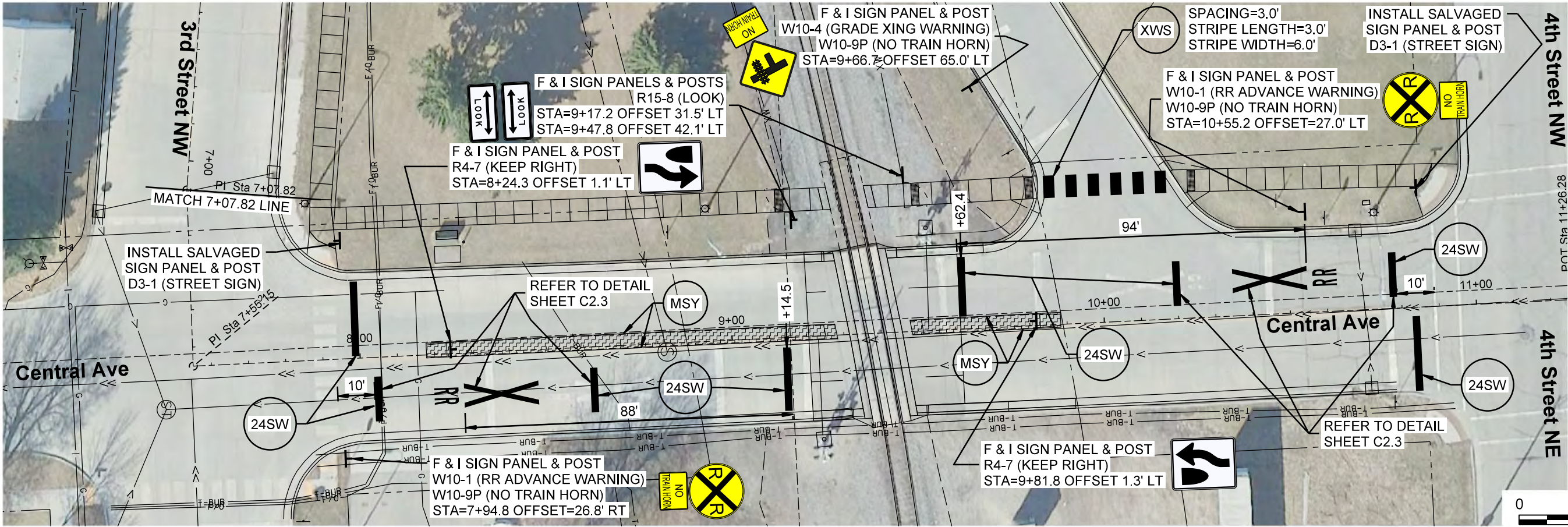
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SEE SHEET C5.2 FOR STRIPING ABBREVIATION LEGEND

Signing & Striping Plan

Scale in Feet



SEE SHEET C5.2 FOR STRIPING ABBREVIATION LEGEND

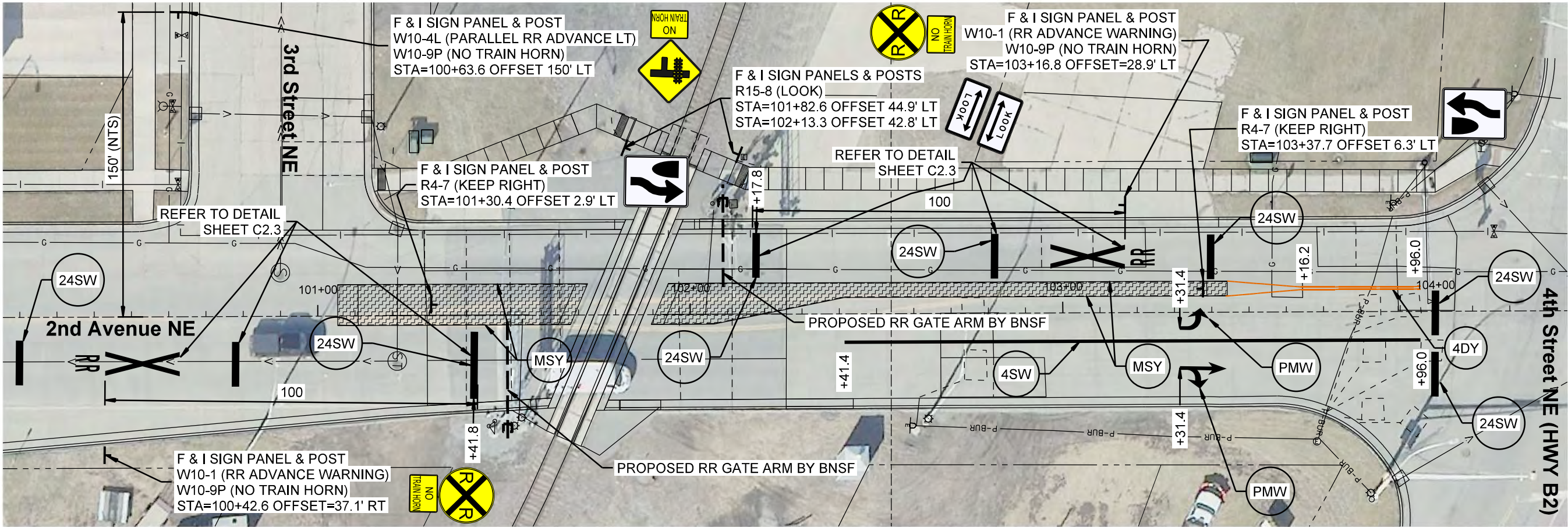
Signing & Striping Plan

Scale in Feet

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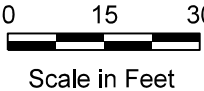
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EAST GRAND FORKS, MINNESOTA	EAST GRAND FORKS, MINNESOTA
SIGNING & STRIPING PLAN	SIGNING & STRIPING PLAN

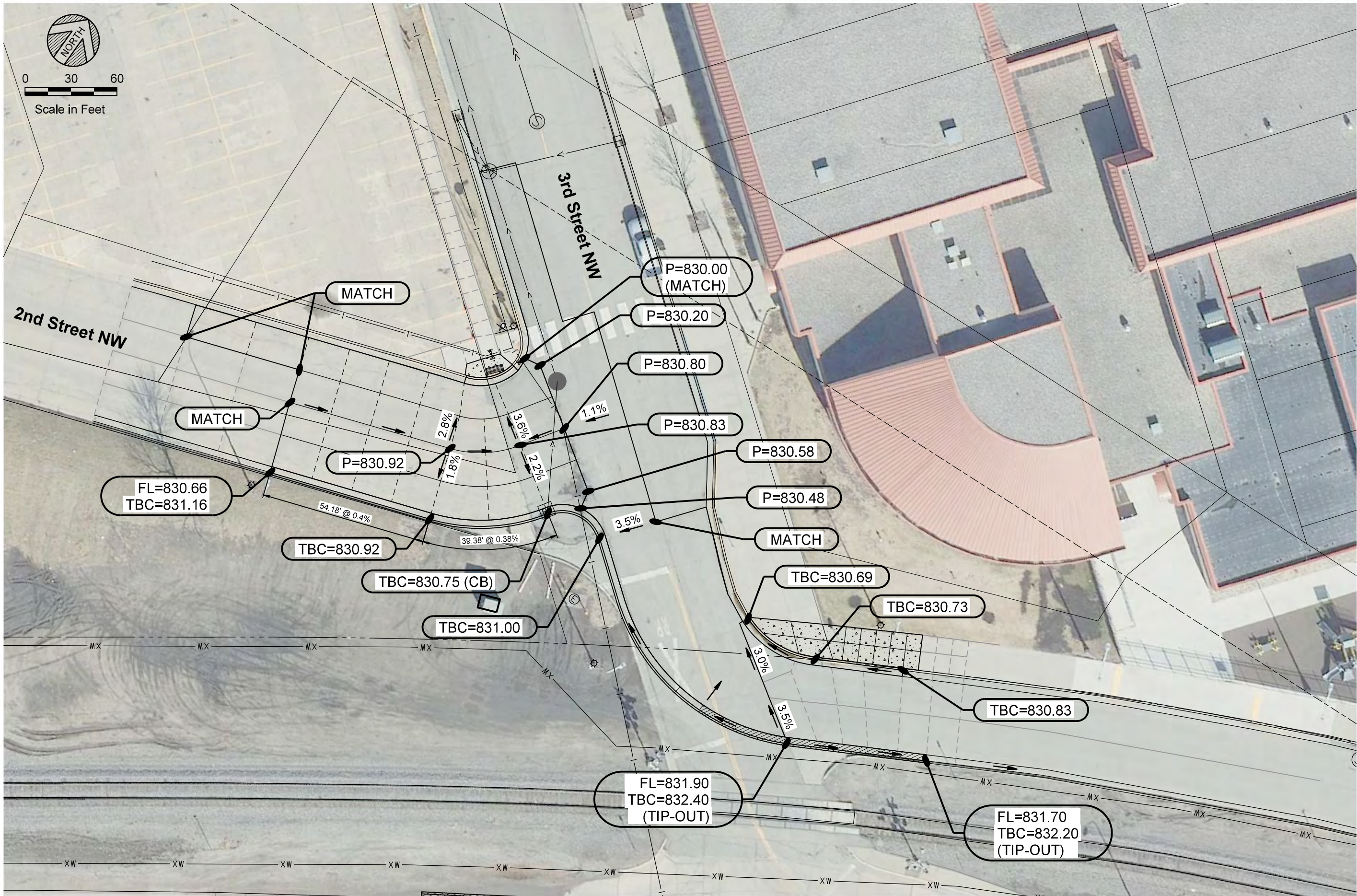


Signing & Striping Plan

ABBREVIATION LEGEND		SOLID WHITE PAINT CROSS WALK	
24" SOLID WHITE PAINT (STOP BAR)	24SW	4" SOLID WHITE PAINT	4SW
MEDIAN SOLID YELLOW (MEDIAN FACE)	MSY	PAVEMENT MARKING WHITE PAINT	PMW
4" DOUBLE YELLOW PAINT	4DY		



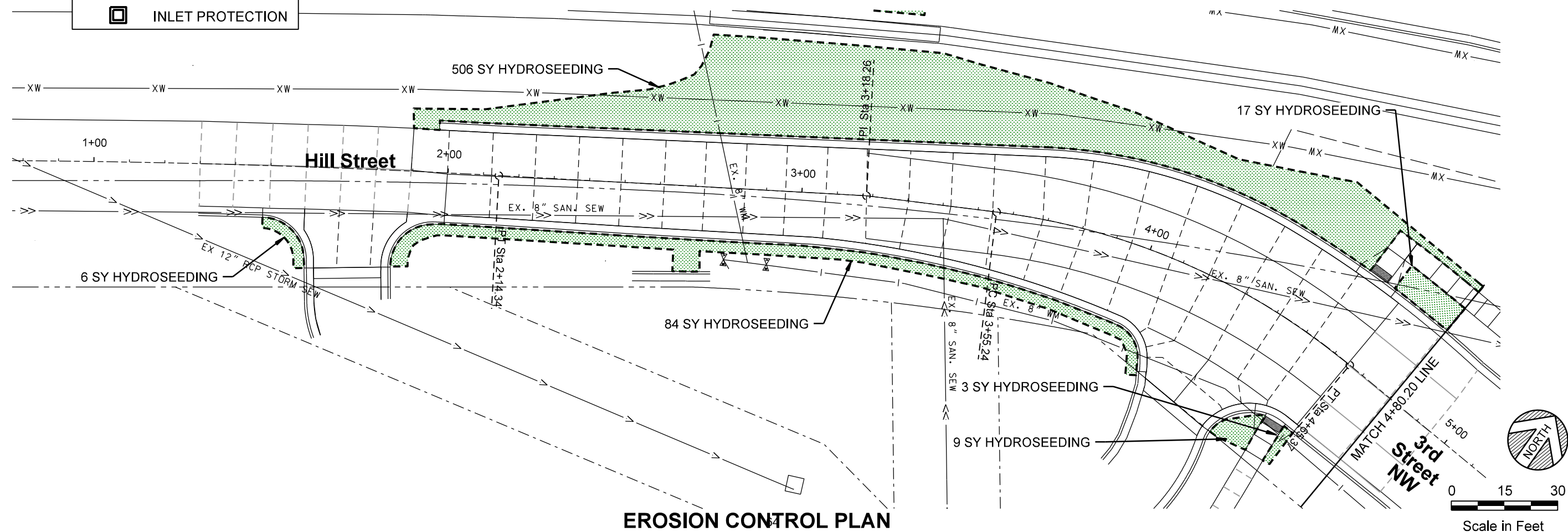
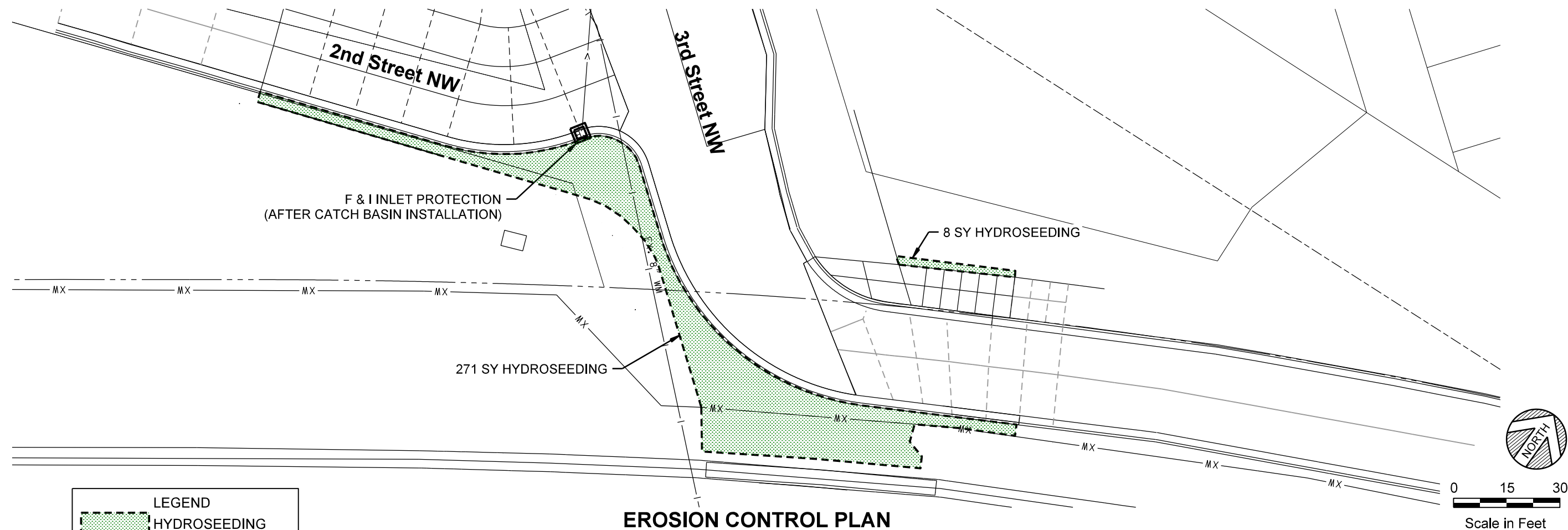
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SHEET NO. C5.2									
SHEET OF									



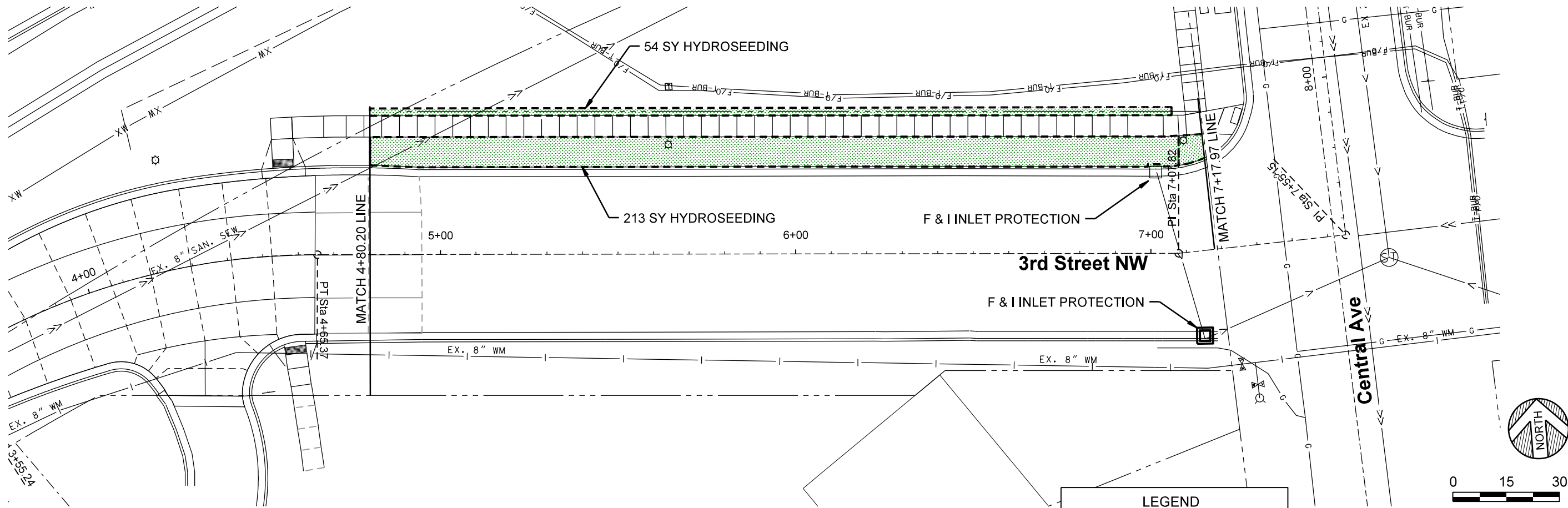
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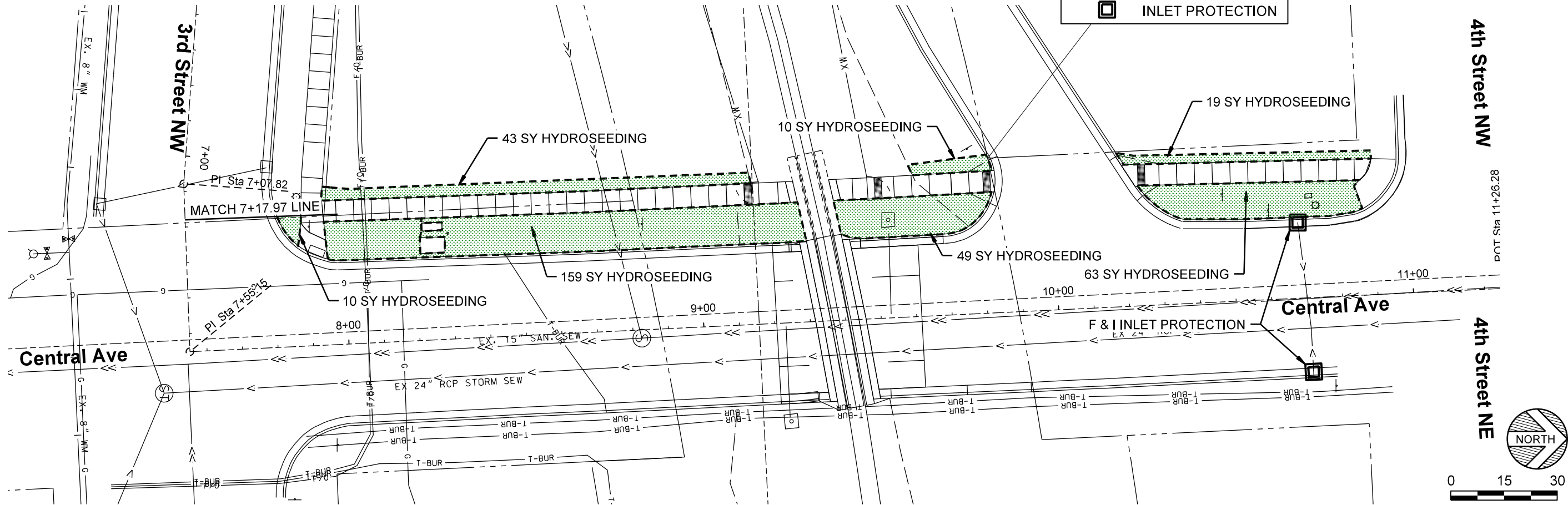
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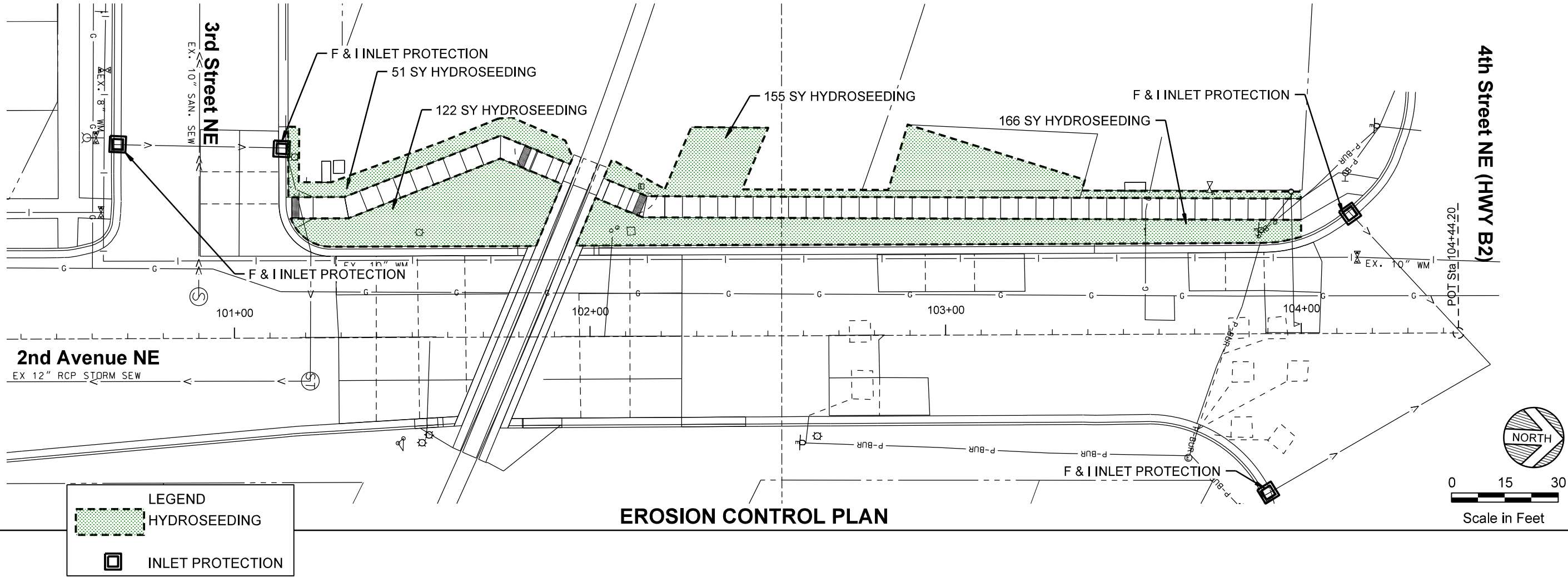
EROSION CONTROL PLAN



EROSION CONTROL PLAN

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QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS		SCALE: AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN
EAST GRAND FORKS, MINNESOTA		DRAWN BY: MHA	MHA	MHA	MHA
EROSION CONTROL PLAN		CHECKED BY: SRE	SRE	SRE	SRE
SHEET NO. C7.1		JOB NUMBER: 32358-2024-1135	32358-2024-1135	32358-2024-1135	32358-2024-1135
SHEET OF		BY: STEVEN R. EMERY	DATE: 04/20/2023	DATE: 04/20/2023	DATE: 04/20/2023
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2022 CITY PROJECT NO. 3

QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS

EAST GRAND FORKS, MINNESOTA

EROSION CONTROL PLAN

SHEET NO.

C7.2

SHEET OF

DATE: 04/20/23

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JOB NUMBER: 32358-2020-11935

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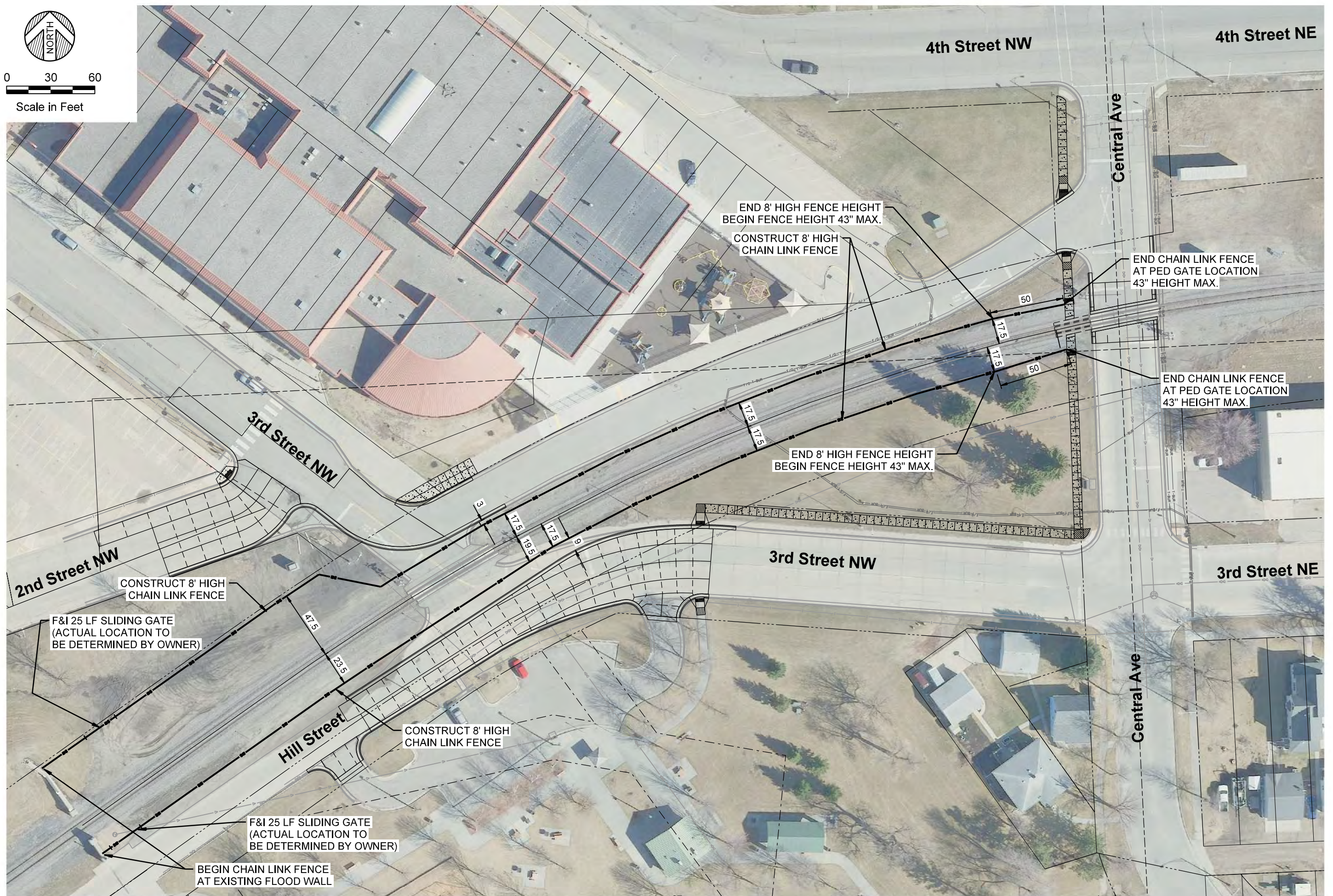
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STEVEN R. EMERY

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4/20/2023

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DATE: 04/20/2023 LIC. NO. 41394

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2022 CITY PROJECT NO. 3
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS
EAST GRAND FORKS, MINNESOTA
TRAFFIC CONTROL PLAN PHASING

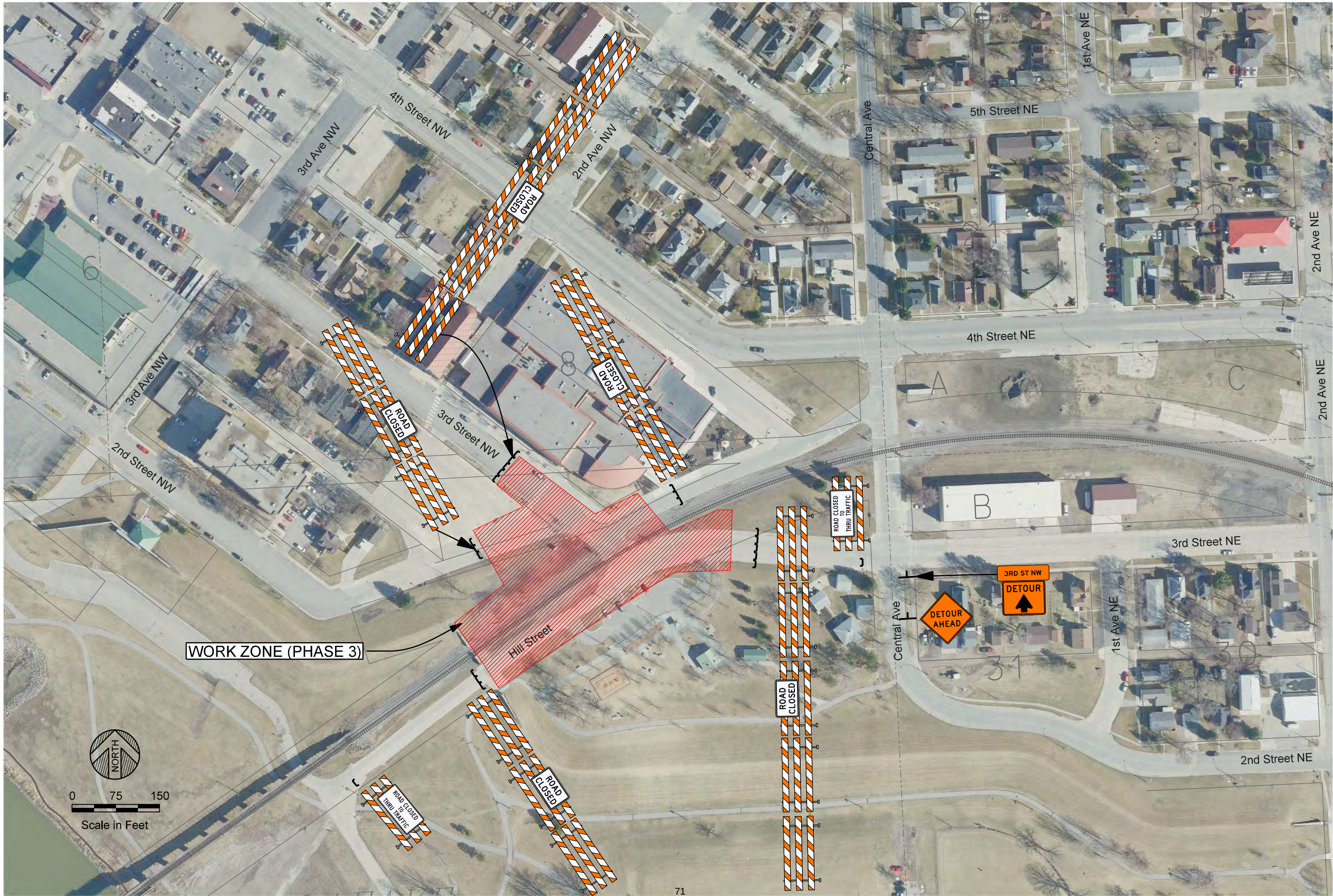
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4/20/2023



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DATE: 04/20/2023	DATE: 04/20/2023
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JOB NUMBER: 32358-2020-11935	JOB NUMBER: 32358-2020-11935
2022 CITY PROJECT NO. 3	
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS	
EAST GRAND FORKS, MINNESOTA	
TRAFFIC CONTROL DETOUR PLAN (PHASE 1)	
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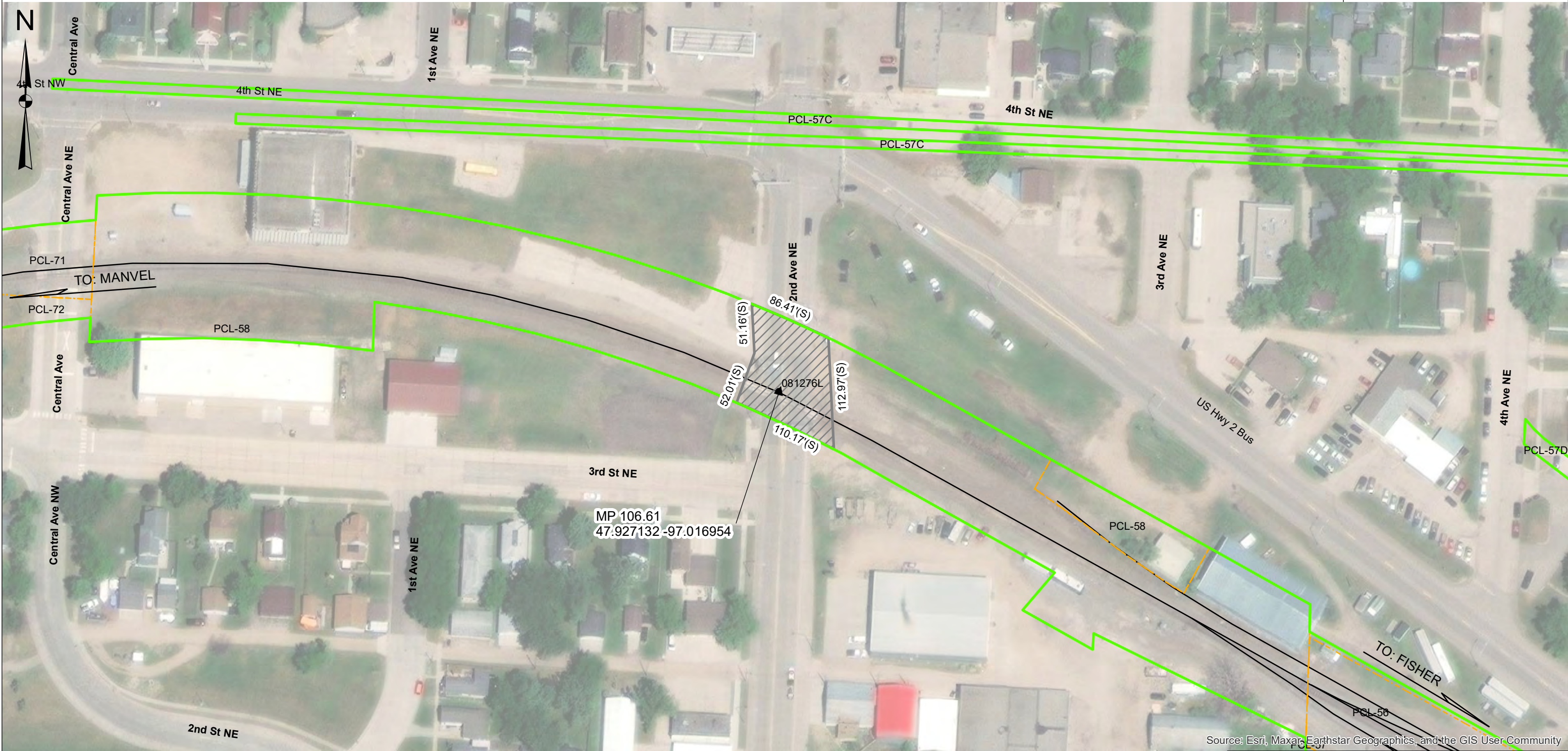
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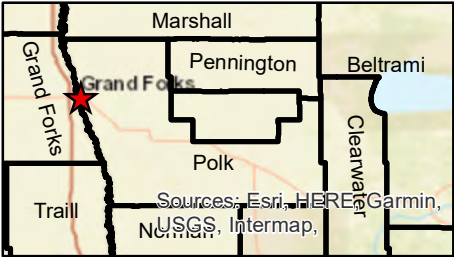
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TO: CITY OF EAST GRAND FORKS
AT: EAST GRAND FORKS
POLK COUNTY,
MN

- LEGEND:**
- EASEMENT AREA
 - RIGHT OF WAY LINE
 - PARCEL LINES
 - TRACK



MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT

TWIN CITIES DIVISION
GRAND FORKS SUBDIVISION - L.S. 0032-3
VAL.SEC. 69026
GN RY MN-26, MAP S-6-A
SEC. 2/2, T151N, R50W 5PM
DATE: 1/22/2024
MP 106.61

**EASEMENT AGREEMENT
FOR AT GRADE CROSSING
(C&M Agreement)**

THIS EASEMENT AGREEMENT FOR AT GRADE CROSSING ("Easement Agreement") is made and entered into as of the _____ day of _____ 2024 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and **The City of East Grand Forks, a political subdivision of the State of Minnesota ("Grantee")**.

A. Grantor owns or controls certain real property situated at or near the vicinity of East Grand Forks, County of Polk, State of Minnesota, at Railroad Line Segment 32 Mile Post 106.61, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**")

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of _____ concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 Term of Easement. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual

Section 3 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, INCLUDING ENVIRONMENTAL CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 Nature of Grantor's Interest in the Premises. GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 Improvements. Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to

be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 Environmental.

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all Environmental Laws (as defined below). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Grantee shall use its best efforts to immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises must be immediately reported to Grantor at EnvironmentalLeases@bnsf.com. Grantee also shall give Grantor prompt notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure a release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises.

7.4 Soils and Materials Management.

(a) If during the construction or subsequent maintenance of the Improvements or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Grantee will stop work immediately and notify Grantor. After consultation with Grantor, Grantee shall, at Grantee's expense, characterize any such impacted soils. Upon receiving sampling results, Grantee shall, at Grantee's expense in consultation with Grantor, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

(b) All soils and materials to be removed from the Grantor's property or right of way must be properly characterized, managed, transported, and disposed at an appropriately-licensed facility, at Grantee's expense, in accordance with all Environmental Laws. Grantee shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

(c) All fill materials to be imported to Grantor's property shall be certified clean fill or from a BNSF-approved source.

7.5 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any

obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.6 Evidence of Compliance. Upon request by Grantor, Grantee agrees to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

7.7 Notwithstanding anything in this Section 7, the parties agree that Grantor has no duty or obligation to monitor Grantee's use of the Premises to determine Grantee's compliance with Environmental Laws, it being solely Grantee's responsibility to ensure that Grantee's use of the Premises is compliant. Neither the exercise nor the failure by Grantor to exercise any rights granted in this Section will alter the liability allocation provided by this Easement Agreement.

7.8 "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

7.9 "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises, including, but not limited to, environmental damage;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 Tax Exchange. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 30 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of **[Texas]** without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement and the C&M Agreement, which is incorporated herein, is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

Section 15. Administrative Fee. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Easement Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of \$2,500.00 over and above the agreed upon acquisition price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: Dean Ferris
Title: Director Right of Way and Real Estate
Management

GRANTEE:

CITY OF EAST GRAND FORKS,
a political subdivision of the State of Minnesota

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Premises



EXHIBIT "B"

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of _____, 2024, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and **CITY OF EAST GRAND FORKS**, a political subdivision of the State of Minnesota ("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Polk County, Minnesota as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 2024 (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

END OF PAGE – SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: Dean Ferris
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____ (name) as _____ (title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

Notary Public

My appointment expires: _____

(Seal)



GRANTEE:

CITY OF EAST GRAND FORKS, a political subdivision of the
State of Minnesota

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by
_____ (name) as _____ (title) of
_____, a _____.

Notary Public

My appointment expires: _____

(Seal)



EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1. General

1. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of 2nd Ave NE near and around railroad crossing DOT# 081276L.
2. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
3. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
4. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



Reid Huttunen, City Administrator
600 Demers Ave East Grand Forks, MN
Phone: 218-773-2483
Email: RHuttunen@egf.mn

5. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
6. The Contractor must notify **The City of East Grand Forks** at 218-773-2483 and Railway's Manager Public Projects, telephone number **763-782-3476** at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF-20265885.
7. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until



notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

8. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2. Contractor Safety Orientation

1. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

3. Railway Requirements

1. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
2. The Contractor must notify the Railway's Division Engineer Steve Lyne at 402-304-6670 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
3. The Contractor must abide by the following temporary clearances during construction:

15'-0" Horizontally from centerline of nearest track



- 21'-6" Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

1. Upon completion of construction, the following clearances shall be maintained:

25' Horizontally from centerline of nearest track

23' 6" Vertically above top of rail

1. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **City of East Grand Forks** and must not be undertaken until approved in writing by the Railway, and until the **City of East Grand Forks** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
2. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
3. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **The City of East Grand Forks** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
4. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
5. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a



treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

6. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1. **Contractor Roadway Worker on Track Safety Program and Safety Action Plan**

1. Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
1. Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
 1. The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.eVerifile.com, in addition to any other applicable regulatory requirements.
 2. Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed



background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

3. Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.
4. Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1. **Railway Flagger Services**

1. The Contractor must give Railway's **Roadmaster Nels Christianson (telephone 701-795-1266)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
2. Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 1. When, upon inspection by Railway's Representative, other conditions warrant.
 2. When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.



3. When work in any way interferes with the safe operation of trains at timetable speeds.
 4. When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 5. Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
3. Flagging services will be performed by qualified Railway flaggers.
1. Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 2. Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 3. The cost of flagger services provided by the Railway will be borne by **BNSF**. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
 4. The average train traffic on this route is 8 freight trains per 24-hour period at a timetable speed 20 MPH and N/A passenger trains at a timetable speed of N/A MPH.

1. **Contractor General Safety Requirements**



1. Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
2. Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
3. Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
4. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
5. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
6. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
7. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.



8. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
9. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
10. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
11. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
12. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.



1. Excavation

1. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative Dan Peltier (763-782-3495)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
2. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
3. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
4. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

2. **Hazardous Waste, Substances and Material Reporting:**

1. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards



necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

3. Personal Injury Reporting

1. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C) ☐ Non-employee (N)
(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)
- ☐ Contractor/safety ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H) ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595 or by Phone 1-800-697-6736 or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name) (Employee No.) (Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

Treatment:

1. First Aid Only
2. Required Medical Treatment
3. Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT...." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).



EXHIBIT "C-1"

Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File: _____

Agency Project: _____

_____, (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 20__, with **the City of East Grand Forks** for the performance of certain work in connection with the following project: Construction of 2nd Ave NE near and around railroad crossing DOT# 081276L. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **the City of East Grand Forks** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) **RELEASE OF LIABILITY AND INDEMNITY**

- A. Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property



belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

- B. It is mutually negotiated between the parties that the indemnification obligation shall include all claims brought by Contractor's employees against Railway, its agents, servants, employees or otherwise, and Contractor expressly waives its immunity under the industrial insurance act (RCW Title 51) and assumes potential liability for all actions brought by its employees.**
- C. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- D. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.**



- E. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**
- F. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

- A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations



This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.



- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

A. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control



arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487



Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.



These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

- A.** In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.
- B.** Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; *provided*, however, that if Railway is not permitted by law to contest any such Sales Tax in



its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

- C. Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

- A. The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

- A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.



- B.** For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.
- C.** Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.
- D.** The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.
- E.** Contractor and its subcontractors must give Railway's representative Nels Christianson 701-795-1266 (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.
- F.** Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

Contractor Legal Name Signature: _____ Printed Name: _____ Title: _____ Date: _____	BNSF RAILWAY COMPANY Signature: _____ Printed Name: _____ Title: <u>Manager Public Projects</u> Date: _____
--	--

Accepted and effective this _____ day of 20__.

Contact Person: _____	
Address: _____	
City: _____	
State: _____	Zip: _____
Fax: _____	
Phone: _____	
E-mail: _____	



EXHIBIT D

AUTHORITY FOR EXPENDITURE

LOCATION : MINNESOTA/NO D	LINE SEGMENT : 32	AFE NUMBER :
PLANITEM NUMBER : 933810001	MILEPOST : 106.6 TO 106.9	RFA NUMBER : 5906124
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : TC	CPAR NUMBER : CB960023
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : GRAND FORKS	BUDGET YEAR : 2024
JOINT FACILITY : EAST GRAND FORKS	TRACK TYPE : S	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : MN	REPORTING OFFICE : 124
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : 13537

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP, TCW DIV, GRAND FORKS SUB, DOT# 081276L, LS 32, MP 106.6 TO 106.9,100% BILLABLE TO E GRAND FORKS. CITY OF EAST GRAND FORKS TO FUND THE EXTENSION OF DOT# 081276L 2ND AVE NE TO ACCOMMODATE PEDESTRIAN FACILITIES ON THE WEST SIDE OF THE CROSSING.

PRIMARY FUNDING SOURCE IS FHWA

** BUY AMERICA(N) APPLIES **

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
933810001	32	106.6	106.9	S	MINNESOTA/NO	MINNESOTA/NO D	PUBLIC IMPROVEMENT PROJECT	2024

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	28,339	28,339
MATERIAL COSTS	0	0	0	0	5,674	5,674
OTHER COSTS	0	0	0	0	3,442	3,442
TOTALS	0	0	0	0	37,455	37,455

SYSTEM MAINTENANCE AND PLANNING

ESTIMATE REF. NUMBER: 5906124

COSTING DATE: 01/01/2024

PRINTED ON: 02/21/2024

ESTIMATED BY: STANAT

PRINTED BY: STANAT

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
EAST GRAND FORKS

LOCATION MINNESOTA/NO D

DETAILS OF ESTIMATE

PLAN ITEM : 933810001

VERSION : 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP, TCW DIV, GRAND FORKS SUB, DOT# 081276L, LS 32, MP 106.6 TO 106.9,100% BILLABLE TO E GRAND FORKS.
CITY OF EAST GRAND FORKS TO FUND THE EXTENSION OF DOT# 081276L 2ND AVE NE TO ACCOMMODATE PEDESTRIAN FACILITIES ON
THE WEST SIDE OF THE CROSSING.

REQUESTED BY ALEX FIORINI ON 6/9/23
PRIMARY FUNDING SOURCE IS FHWA
** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

REPLACE PUBLIC CROSSING - TOTAL REHAB	107.0	MH	4,025	
REPLACE PUBLIC CROSSING - TOTAL REHAB	32.0	MH	1,204	
SIGNAL LABOR - CAP	8.0	MH	352	
SURFACE TRACK - REPLACEMENT - CAP	24.0	MH	928	
UNLOAD BALLAST - REPLACEMENT - CAP	6.0	MH	226	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	12.0	MH	452	
PAYROLL ASSOCIATED COSTS			4,658	
DA OVERHEADS			8,077	
EQUIPMENT EXPENSES			7,062	
INSURANCE EXPENSES			1,355	
TOTAL LABOR COST			28,339	28,339

MATERIAL				

BALLAST NT, SYSTEM AVERAGE COST	100.0	NT **	1,469	
SIGNAL MATERIAL	150.0	EA	150	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	54.0	EA **	162	
CROSSING,CONCRETE PANELS;10 FT TIES TANGENT	8.0	FT **	1,506	
XING CONC RAMP 136LB COMPLETE SET	1.0	ST **	349	
MATERIAL HANDLING			180	
ONLINE TRANSPORTATION			1,550	
USE TAX			283	
OFFLINE TRANSPORTATION			25	
TOTAL MATERIAL COST			5,674	5,674

OTHER				

TOTAL OTHER ITEMS COST			0	0
PROJECT SUBTOTAL				34,013
CONTINGENCIES				3,071
BILL PREPARATION FEE				371
GROSS PROJECT COST				37,455
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				37,455

Request for Council Action

Date: March 5, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council Members Clarence Vetter, Dale Helms, Brian Larson, Ben Pokrzywinski and Karen Peterson

Cc: File

From: Steve Emery, P.E.

RE: Bid Results – 2022 City Project No. 3 – Quiet Zone – Street & SW Improvements

Background:

At the February 13th Work Session, we had some discussion in regard to the bid we received for the Quiet Zone Project. At that time, we said we wanted to go back and have more discussion with BNSF and Sacred Heart School in regard to the bids received and the potential for any additional funding assistance with these two parties. Reid and I had a TEAMS Meeting with BNSF and they came back and said they could not provide any additional funding, however they did reach out to MNDOT and they have offered to contribute \$50,000.00 as an incentive for the closure of 3rd St NW.

Bids were received on February 7, 2024 for the above referenced project. We received a total of two (2) bids with the apparent low bid being from Opp Construction, LLC, Grand Forks, ND in the amount of \$1,051,314.50. The apparent low bid was approximately 29% above the Engineers Estimate of Cost.

February 29, 2024 update: City Administrator Reid Huttunen met with Sacred Heart on the proposed Quiet Zone project including the street and pedestrian improvements and required closure of 3rd St NW as part of this project. We have communicated to them that the 3rd St closure is a BNSF and MNDOT requirement of the Quiet Zone being adopted. Sacred Heart has shared concern for the loss of valuable parking spaces along Hill St and in the Griggs Park Trailhead parking lot. They don't believe students and staff will still park in these spaces and walk the sidewalk along Central Ave to the school. For these reasons, Sacred Heart stated they are not inclined to offer any funds to support the install of the quiet zone.

City Staff are reviewing space on 3rd St NW & 2nd St NW for potential striping of diagonal parking spaces, to allow for additional parking capacity, and will bring parking options and price proposals to Sacred Heart when it has those calculated.

Estimated Total Project Costs:

Construction:	\$1,051,314.50
Plans / Specs:	\$ 85,000.00
Staking / Inspection:	\$ 73,000.00
Contingencies (5%):	<u>\$ 52,565.73</u>
Subtotal Project Cost:	\$1,261,880.23
At Grade Crossing Surfaces	\$114,044.00 (Materials & Labor provided by BNSF)
Flagging Operations:	Labor provided and paid by BNSF
Total Project Cost:	\$1,375,924.23

Funding:

BNSF: \$156,203.00

MNDOT: \$58,000.00 (1/2 cost of Revise Signal System)

MNDOT: \$50,000.00

State Aid Construction Funds: \$200,000.00

State Aid Maintenance Funds: \$666,721.23

Storm Sewer Funds: \$85,000.00

Local Street Maintenance Funds: \$160,000.00

Total Funding: \$1,375,924.23

Recommendation:

Bids are good for 60 days from date of bid opening.

Enclosures:

Bid Tabulation

BID TABULATION
2022 CITY PROJECT NO. 3
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS
S.A.P 119-119-016
EAST GRAND FORKS, MN



2/7/2024

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate		OPP CONSTRUCTION		STRATA CORPORATION	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2021.501	Mobilization	LUMP SUM	1	\$ 45,000.00	\$ 45,000.00	\$ 152,000.00	\$ 152,000.00	\$ 114,000.00	\$ 114,000.00
2104.502	Remove Casting	EACH	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
2104.502	Remove Sign	EACH	9	\$ 200.00	\$ 1,800.00	\$ 55.00	\$ 495.00	\$ 27.50	\$ 247.50
2104.502	Salvage Sign	EACH	8	\$ 300.00	\$ 2,400.00	\$ 55.00	\$ 440.00	\$ 55.00	\$ 440.00
2104.503	Remove Curb & Gutter	LIN FT	783	\$ 14.00	\$ 10,962.00	\$ 16.00	\$ 12,528.00	\$ 35.00	\$ 27,405.00
2104.504	Remove Bituminous Pavement	SQ YD	852	\$ 20.00	\$ 17,040.00	\$ 24.00	\$ 20,448.00	\$ 22.00	\$ 18,744.00
2104.504	Remove Concrete Pavement	SQ YD	1432	\$ 20.00	\$ 28,640.00	\$ 24.00	\$ 34,368.00	\$ 32.00	\$ 45,824.00
2104.504	Remove Concrete Driveway Pavement	SQ YD	212	\$ 25.00	\$ 5,300.00	\$ 22.00	\$ 4,664.00	\$ 32.00	\$ 6,784.00
2104.518	Remove Concrete Sidewalk	SQ FT	2901	\$ 3.00	\$ 8,703.00	\$ 4.00	\$ 11,604.00	\$ 3.50	\$ 10,153.50
2211.507	Aggregate Base (CV) Class 5	CU YD	61	\$ 75.00	\$ 4,575.00	\$ 100.00	\$ 6,100.00	\$ 120.00	\$ 7,320.00
2301.504	Concrete Pavement 7.0"	SQ YD	274	\$ 100.00	\$ 27,400.00	\$ 126.00	\$ 34,524.00	\$ 138.75	\$ 38,017.50
2301.504	Concrete Pavement 8.0"	SQ YD	581	\$ 110.00	\$ 63,910.00	\$ 138.00	\$ 80,178.00	\$ 152.00	\$ 88,312.00
2301.604	Concrete Pavement (Special)	SQ YD	835	\$ 80.00	\$ 66,800.00	\$ 148.00	\$ 123,580.00	\$ 119.00	\$ 99,365.00
2360.504	Type SP 9.5 Wear Crs Mix (2;B) 2.0" THICK	SQ YD	714	\$ 22.00	\$ 15,708.00	\$ 34.00	\$ 24,276.00	\$ 45.00	\$ 32,130.00
2360.504	Type SP 9.5 Wear Crs Mix (2;B) 3.0" THICK	SQ YD	627	\$ 30.00	\$ 18,810.00	\$ 52.00	\$ 32,604.00	\$ 52.00	\$ 32,604.00
2360.504	Type SP 9.5 Wear Crs Mix (2;B) 4.0" THICK	SQ YD	50	\$ 50.00	\$ 2,500.00	\$ 190.00	\$ 9,500.00	\$ 105.00	\$ 5,250.00
2503.503	12" RC Pipe Sewer	LIN FT	133	\$ 110.00	\$ 14,630.00	\$ 160.00	\$ 21,280.00	\$ 265.00	\$ 35,245.00
2506.502	Adjust Frame & Ring Casting	EACH	1	\$ 500.00	\$ 500.00	\$ 460.00	\$ 460.00	\$ 1,800.00	\$ 1,800.00
2506.502	Casting Assembly	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 1,800.00	\$ 1,800.00
2506.602	Casting Assembly Special	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 2,400.00	\$ 2,400.00	\$ 1,800.00	\$ 1,800.00
2506.502	Const Drainage Structure Design A	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
2506.502	Const Drainage Structure Design N	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 10,500.00	\$ 10,500.00	\$ 9,000.00	\$ 9,000.00
2521.518	4" Concrete Walk	SQ FT	4118	\$ 14.00	\$ 57,652.00	\$ 14.00	\$ 57,652.00	\$ 12.50	\$ 51,475.00
2521.518	6" Concrete Walk	SQ FT	932	\$ 16.00	\$ 14,912.00	\$ 24.00	\$ 22,368.00	\$ 23.50	\$ 21,902.00
2531.503	Concrete Curb & Gutter, Design B624	LIN FT	945	\$ 70.00	\$ 66,150.00	\$ 56.00	\$ 52,920.00	\$ 61.75	\$ 58,353.75
2531.504	8" Concrete Median	SQ YD	239	\$ 200.00	\$ 47,800.00	\$ 190.00	\$ 45,410.00	\$ 210.00	\$ 50,190.00
2531.618	Truncated Domes	SQ FT	103	\$ 90.00	\$ 9,270.00	\$ 100.00	\$ 10,300.00	\$ 110.00	\$ 11,330.00
2557.502	Pedestrian Gate	EACH	4	\$ 2,500.00	\$ 10,000.00	\$ 2,000.00	\$ 8,000.00	\$ 1,660.00	\$ 6,640.00
2557.502	Vehicular Gate - Double	EACH	2	\$ 2,500.00	\$ 5,000.00	\$ 3,400.00	\$ 6,800.00	\$ 3,295.00	\$ 6,590.00
2557.603	Chain Link Safety Fence	LIN FT	1525	\$ 65.00	\$ 99,125.00	\$ 38.00	\$ 57,950.00	\$ 37.40	\$ 57,035.00
2563.601	Traffic Control	LUMP SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 14,600.00	\$ 14,600.00	\$ 20,900.00	\$ 20,900.00
2565.616	Revise Signal System	SYS	1	\$ 64,000.00	\$ 64,000.00	\$ 116,000.00	\$ 116,000.00	\$ 223,750.00	\$ 223,750.00
2564.602	Furnish Type C Sign	EACH	27	\$ 400.00	\$ 10,800.00	\$ 310.00	\$ 8,370.00	\$ 291.50	\$ 7,870.50
2564.602	Install Sign	EACH	5	\$ 200.00	\$ 1,000.00	\$ 190.00	\$ 950.00	\$ 215.00	\$ 1,075.00
2573.502	Storm Drain Inlet Protection	EACH	9	\$ 200.00	\$ 1,800.00	\$ 300.00	\$ 2,700.00	\$ 300.00	\$ 2,700.00
2574.507	Common Topsoil Borrow	CU YD	103	\$ 65.00	\$ 6,695.00	\$ 72.00	\$ 7,416.00	\$ 90.00	\$ 9,270.00
2575.604	Site Restoration	SQ YD	1799	\$ 10.00	\$ 17,990.00	\$ 14.00	\$ 25,186.00	\$ 15.40	\$ 27,704.60
2582.503	24" Solid Line Paint	LIN FT	223	\$ 25.00	\$ 5,575.00	\$ 12.00	\$ 2,676.00	\$ 11.00	\$ 2,453.00
2582.503	4" Dble Solid Line Paint	LIN FT	52	\$ 10.00	\$ 520.00	\$ 5.00	\$ 260.00	\$ 4.40	\$ 228.80
2582.503	4" Solid Line Paint	LIN FT	155	\$ 6.00	\$ 930.00	\$ 2.50	\$ 387.50	\$ 2.20	\$ 341.00
2582.518	Pavt Mssg Paint	SQ FT	287	\$ 17.00	\$ 4,879.00	\$ 12.00	\$ 3,444.00	\$ 11.00	\$ 3,157.00
2582.518	Crosswalk Paint	SQ FT	492	\$ 36.00	\$ 17,712.00	\$ 28.00	\$ 13,776.00	\$ 27.50	\$ 13,530.00
TOTAL BID					\$ 814,988.00		\$ 1,051,314.50		\$ 1,163,737.15

RESOLUTION NO. 24 – 03 - 26

RESOLUTION ACCEPTING BID AND AWARDING PROJECT FOR 2022 CITY PROJECT NO. 3 – QUIET ZONE/STREET & SIDEWALK IMPROVEMENTS

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, the City Engineer advertised for bids for the 2022 City Project No. 3 for the Quiet Zone/Street & Sidewalk Improvements; and

WHEREAS, bids were opened on February 7th and two bids were received; and

WHEREAS, the lowest bid received was 29% above the City Engineer's estimate of cost; and

WHEREAS, it appears that Opp Construction is the lowest responsible bidder with a price of \$1,051,314.50; and

NOW THEREFORE, BE IT RESOLVED, the City Council of East Grand Forks:

1. Accepts and awards the bid for the 2022 City Project No. 3 to Opp Construction.
2. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Opp Construction in the name of the City of East Grand Forks for the 2022 City Project No. 3 – Quiet Zone/Street & Sidewalk Improvements according to the plans and specifications therefore approved by the City Council and on file in the administration office.

3. The estimated project costs are as follows:

Construction	\$1,051,314.50
Plans/Specifications	\$85,000.00
Staking/Inspection	\$73,000.00
Contingencies (5%)	\$52,565.73
At Grade Crossing Surfaces – Materials & Labor provided by BNSF	\$114,044.00
Flagging Operations	Provided by BNSF
Total Project Cost:	\$1,375,924.23

4. This project will be paid out of the following funds:

BNSF	\$156,203.00
MNDOT (1/2 of Signal System)	\$58,000.00
MNDOT	\$50,000.00
State Aid Construction Funds	\$200,000.00
State Aid Maintenance Funds	\$666,721.23
Storm Sewer Funds	\$85,000.00
Local Street Maintenance Funds	\$160,000.00
Funding Total:	\$1,375,924.23

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: April 2, 2024

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 2nd of April, 2024.

Mayor

Request for Council Action

Date: 3/21/2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Jason Stordahl-Public Works Director

RE: Annual Sewer Cleaning-2024

The City Council elected in 2011 to put in place a preventative maintenance program by which the City would clean 1/5th of the sanitary sewer each year on an ongoing basis. This year we are scheduled to clean the south end of town, east of Bygland Road and trouble areas, and televise approximately 1,000 feet of sewer. The City has sufficient funds in our Sewage Enterprise Fund to pay for the project.

We sent out a “request for proposal” to four contractors, and received the following three proposals:

Johnson Jet-Line, Inc.	\$69,832.15
Pipe Detectives, Inc.	\$72,242.20
Veit & Company, Inc.	\$130,058.80

Recommendation: Award the City’s annual sewer cleaning and televising to Johnson Jet-Line, Inc. for \$69,832.15.

Proposal Tabulation
2024 Sanitary Sewer Cleaning &
Televising
City of East Grand Forks



3/19/2024

PROJECT AREA NO. 1				Johnson Jet Line, Inc		Pipe Detectives		Veit & Company, Inc	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 2,450.00	\$ 2,450.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00
2	Traffic Control	LS	1	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1,500.00	\$ 1,500.00
3	Sewer Cleaning (8"-12" Pipe)	LF	38,432	\$ 0.85	\$ 32,667.20	\$ 0.80	\$ 30,745.60	\$ 1.20	\$ 46,118.40
4	Clean Lift Station	EA	12	\$ 350.00	\$ 4,200.00	\$ 350.00	\$ 4,200.00	\$ 2,000.00	\$ 24,000.00
5	Removal Protruding Taps	EA	10	\$ 100.00	\$ 1,000.00	\$ 200.00	\$ 2,000.00	\$ 400.00	\$ 4,000.00
6	Removal of Roots	EA	10	\$ 50.00	\$ 500.00	\$ 200.00	\$ 2,000.00	\$ 400.00	\$ 4,000.00
7	Bypass Pumping	EA	1	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 2,500.00	\$ 2,500.00
TOTAL PROPOSAL - PROJECT AREA NO. 1					\$ 40,819.20		\$ 42,447.60		\$ 85,118.40

PROJECT AREA NO. 2				Johnson Jet Line, Inc		Pipe Detectives		Veit & Company, Inc	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 2,450.00	\$ 2,450.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00
2	Traffic Control	LS	1	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1,500.00	\$ 1,500.00
3	Sewer Cleaning (8"-15" Pipe)	LF	30,367	\$ 0.85	\$ 25,811.95	\$ 0.80	\$ 24,293.60	\$ 1.20	\$ 36,440.40
4	Removal Protruding Taps	EA	5	\$ 100.00	\$ 500.00	\$ 200.00	\$ 1,000.00	\$ 400.00	\$ 2,000.00
5	Removal of Roots	EA	5	\$ 50.00	\$ 250.00	\$ 200.00	\$ 1,000.00	\$ 400.00	\$ 2,000.00
TOTAL PROPOSAL - PROJECT AREA NO. 2					\$ 29,012.95		\$ 29,794.60		\$ 44,940.40

TOTAL PROPOSAL - PROJECT AREA NO. 1 + PROJECT AREA NO. 2					\$ 69,832.15		\$ 72,242.20		\$ 130,058.80
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City of East Grand Forks

600 DeMers Ave - P.O. Box 573 - East Grand Forks, MN 56721
218-773-2483 - 218-773-9728 fax www.eastgrandforks.net

February 29, 2024

Chase Johnson
Johnson Jet-Line
16275 State Hwy 27 W
Kensington, MN 56343

Colleen Lund
Pipe Detectives
18695 270th St.
Elbow Lake, Mn 56531

Lance Edwards
Jet-Way Multiple Services, Inc
PO Box 131
Harwood, ND 58042

Ricky Fredrickson
Veit & Company
15429 Comet Road NW
Bemidji, Mn 56601

RE: Request for Quotes
2024 Sanitary Sewer Televising / Cleaning
East Grand Forks, MN

Dear Contractors:

The City of East Grand Forks Public Works Department is requesting Quotes for the above referenced project. Quotes will be received until 10:00 A.M. March 19, 2024 in the Administration Office, East Grand Forks City Hall located at 600 Demers Ave.

Included for your use in preparing your bid are the following items:

1. Project Area Map
2. Specifications: **Section 33 0130.11 – Sewer Cleaning and CCTV Inspection**
3. Bid Forms

If you have any questions, please feel free to give me a call at 218-791-8190 or I can be reached by e-mail at dnelson@egf.mn

Respectfully,
City of East Grand Forks Public Works Department

Dillon Nelson, Stormwater / Wastewater Operator



SECTION 33 0130.11

SEWER CLEANING

PART 1 GENERAL

1.01 SUMMARY

- A. Sewer Cleaning – The intent of this work is to obtain competitive unit prices for all labor, tools, materials, and equipment necessary to clean and inspect via closed circuit television (CCTV) existing sanitary sewer ranging in size from 8 to 15 inch in diameter. The work shall include hydraulic root cutting and cleaning, grinding protruding break in service connections. This/these cleaning processes are intended as preparatory steps and a precursor to a thorough closed circuit television (CCTV) inspection of the lines and facilities included in this project area.
- B. Lift Station Cleaning – The intent of this work is to obtain competitive unit prices for all labor, tools, materials and equipment necessary to clean lift stations upon completion of sewer cleaning.

1.02 SCOPE OF WORK

- A. Sewer Cleaning – The intent of sewer line cleaning is to remove foreign materials and debris from the mainline sewers. This cleaning is also intended to restore the sewer to a minimum of ninety-five percent (95%) of its original carrying capacity.
- B. Lift Station Cleaning: Upon completion of sewer cleaning the following Lift Stations shall be cleaned by vacuuming out the wet well and or vacuuming out the debris acquired and accumulated in the bar screens.
 - a. Lift Station No. 1, 4 & 5 Cleaning shall include Wet Well and Bar Screen Area
 - b. Lift Station No. 2, 3, 6, 7, 8, 10, 13, 14 & 16: Wet Well Cleaning Only.
- C. Schedule of Work Hours – The Contractor shall work during the hours of 7:00 AM to 9:00 PM Monday through Friday. If there is a need for after-hours work or Saturday work, prior consent shall be obtained from the Owner.
- D. Traffic Control – The Contractor shall be solely responsible for all signage, flagging, cones, personnel and any other item or personnel required for traffic control. All traffic control signs, barricades, cones, etc. shall comply with the latest edition of the Minnesota Manual of Uniform Traffic Control Devices (MMUTCD) All costs for traffic control shall be incidental to the project.

1.03 SUBMITTALS

- A. Safety Plan –The Contractor shall provide a safety plan and identify designated safety supervisory personnel to the Owner. The plan shall include confined space entry provisions and training, listing of personal protective equipment, and a traffic control plan

1.04 PROJECT SCHEDULE

- A. All work shall be completed between June 2, 2024 – September 27, 2024.

1.05 MEASUREMENT AND PAYMENT

- A. **Traffic Control:** By the Lump Sum – Shall be compensation in full for all labor, tools, materials, and equipment necessary to furnish, install and maintain traffic control.
- B. **Sewer Cleaning:** By the Linear Foot of sewer cleaning measured from center of manhole to center of manhole – Shall be compensation in full for all labor tools, materials, and equipment necessary to clean sanitary sewer system in conformance with specifications and disposal of sanitary debris.
- C. **Clean Lift Station:** By the Each. Shall be compensation in full for all labor, tools, materials, and equipment necessary to clean lift stations and properly dispose of all debris.
- D. **Remove Protruding Taps (If Required):** By the Each. Shall be compensation if full for all labor, tools, materials, and equipment necessary to remove protruding taps including removal and proper disposal of removed piping.
- E. **Removal of Roots (If Required):** By the Each. Shall be compensation in full for all labor, tools, materials, and equipment necessary to remove roots including proper disposal.
- F. **Bypass Pumping (If Required):** By the Each. Shall be compensation if full for all labor tools, materials and equipment necessary to bypass Sanitary Sewer flow around work if required.

PART 2 EQUIPMENT

2.01 SEWER CLEANING EQUIPMENT

- A. Cleaning Equipment – Line cleaning for this work shall be accomplished using equipment suitable to the task.
- B. High Velocity Cleaning Equipment – Where high velocity equipment is used, the equipment shall include an assortment of nozzles, milling or other heads, root saws, and other ancillary equipment necessary to accomplish the cleaning portion of the work.
- C. Mechanical Cleaning Equipment – Mechanical means for line cleaning may be used with the prior consent of the Owner.

PART 3 EXECUTION

3.01 SEWER CLEANING

- A. Operating Flows and Pressures –The Contractor shall take particular care to avoid causing blockages, debris dams, or overcharging of pipe with excess water flow that may cause backups into residences or business entities connected to the sewer lines.

The Contractor shall also be cognizant of the type, material, and condition of the pipe conduits being cleaned and use such wall force as necessary to clean the pipe. The Contractor shall take care not to cause further damage to existing sewer lines or sewer manholes during the cleaning process. Any damage to existing sewer lines or manholes caused by the Contractor's actions shall be brought to the immediate attention of the Owner.

- B. Capabilities - Cleaning equipment shall be capable of removing dirt, grease, sediment, rocks, sand, bricks, pieces of broken pipe, and other materials and obstructions from the sewer lines and manholes.
- C. Protection of Public and Private Property – During sewer cleaning operations, precautions shall be taken to prevent damage to public or private property. Any cleanup and associated costs caused by the Contractor's actions shall be the Contractor's responsibility to remedy.
- D. Water Supply for Jetting and Cleaning – Water required for jetting and cleaning shall be furnished by the East Grand Forks Water and Light Department by providing a connection to a municipal fire hydrant furnished with a meter and backflow preventer adjacent to the project area.
- E. Pipe Cleaning – High velocity pipe cleaning shall begin at the downstream manhole of a pipe segment and proceed upstream to the next inline manhole. The jetter hose and affixed tool (nozzle, root saw, etc.), shall proceed against the flow (i.e. upstream) to the next structure in line (i.e. the upstream manhole) if possible. The Contractor shall dewater and remove all sludge, dirt, sand, rocks, grease, and other solid or semisolid material and debris resulting from the cleaning operations from the downstream manhole of the sewer segment being cleaned. Passing material from sewer segment to sewer segment (without the debris being ultimately removed from the pipeline) shall not be permitted.
- F. Removal of Roots – Roots shall be removed from the sewer line:
 - 1. All roots shall be removed (with the exception of "fine roots" as defined in PACP) to within one inch (1") of the pipe wall.
 - 2. Roots shall only be removed by mechanical devices proceeding from the downstream manhole or access point to the root mass. No "reverse cutting" from the upstream manhole or access point will be permitted.
 - 3. All lines that require root cutting will be inspected after root cutting is completed. Televising may be stopped and root cutting executed while the video recording is paused.
 - 4. Care shall be taken during root removal to prevent damage to the host pipe. If, in the Contractor's opinion, removing roots by mechanical means would cause damage to the pipe, create further blockages, cause a loss of or damage to the Contractor's equipment, require a pipe dig up, etc., the Contractor shall notify the Owner immediately.

G. Removal of Mineral or Attached Deposits – Mineral or other attached deposits (MOAD) shall be removed:

1. All MOAD shall be removed to within ninety-five percent (95%) or the pipe diameter.
2. MOAD shall only be removed by mechanical devices proceeding from the downstream manhole or access point to the MOAD. No "reverse cutting" from the upstream manhole or access point will be permitted.
3. All lines that require MOAD cutting will be inspected after removal of MOAD is completed.
4. Removal of hardened deposits such as concrete, mortar, or other cementitious type material found attached in the pipeline is beyond the scope of this project. Such material shall be documented and coded during the CCTV inspection as "Other Deposits" using the PACP modifier "DAZ".
5. Care shall be taken during removal of MOAD to prevent damage to the host pipe. If, in the Contractor's opinion, removing deposits by mechanical means would cause damage to the pipe, create further blockages, cause a loss of or damage to the Contractor's equipment, require a pipe dig up, etc., the Contractor shall notify the Owner immediately.

H. Removal of Protruding Taps – Protruding service taps shall be removed from the sewer:

1. All Taps shall be removed to within one half inch (0.5") of the pipe wall.
2. Protruding taps will only be removed by the mechanical device proceeding from the downstream manhole or access point to the tap. No "reverse cutting" from the upstream manhole or access point will be permitted.
3. It should be noted that removing protruding taps constructed of polyvinyl chloride (PVC) may result in cracking or other damage to the lateral pipe upstream of the mainline connection. If cracking or other damage should occur, the contractor will not be responsible for repairing this damage, replacing or relaying the lateral, etc.
4. All lines that require tap cutting will be inspected after tap cutting is completed. Televising may be stopped and tap cutting executed while the video recording is paused.
5. If it is determined that a protruding tap should be removed by mechanical devices referenced above, said tap will be removed and shall be incidental to the project.

6. Care shall be taken during removal of protruding taps to prevent damage to the host pipe. If, in the Contractor's opinion, removing protruding taps by mechanical means would cause damage to the main pipeline or connecting service lateral, create further blockages, cause a loss of or damage to the Contractor's equipment, require a pipe dig up, etc., the Contractor shall notify the Owner immediately.
- I. Disposal of Sanitary Debris: Contractor shall dispose of all Sanitary Debris (Slurry) generated during cleaning operations at the Grand Forks Wastewater Treatment Facility. If the Debris has been dewatered and consists of mainly solids then those materials shall be disposed of at the Grand Forks Landfill. Contractor will be required to obtain a waste hauler permit from the City of Grand Forks with a Permit Fee of \$100.00.
- J. General Cleanup of Work Area – The Contractor shall keep the work area(s) clear of trash, debris, and other work related refuse that may result from its normal day-to-day operations. This shall include returning worksites to their original condition prior to cleaning or CCTV processes, normal wear and tear excepted.
- K. Other Responsibilities of the Contractor – The following circumstances shall constitute "other responsibilities" of the Contractor, including:
 1. Contractor Related Overflow – In the event the Contractor causes, observes, or otherwise discovers an overflow, surcharged manhole, interruption of sewer service, or backup, the Contractor shall immediately notify the Owner.
 2. Damage to or Disruption of Other Utilities – In the course of normal cleaning or CCTV operations, should other utilities be damaged or otherwise disrupted (e.g. gas lines, water lines, cable TV, communications cable), the Contractor shall immediately notify the Owner and the Engineer; and
 3. Accessing Private Property – The Contractor shall not enter private property without the permission of the property owner. The Owner shall secure access to private property or easements prior to the start of the project.

BID FORM

**2024 SANITARY SEWER CLEANING / TELEVISIONING
EAST GRAND FORKS, MN**

PROJECT AREA NO. 1					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1		
2	Traffic Control	LS	1		
3	Sewer Cleaning (8"-12" Pipe)	LF	38,432		
4	Clean Lift Station	EA	12		
5	Removal Protruding Taps	EA	10		
6	Removal of Roots	EA	10		
7	Bypass Pumping	EA	1		
TOTAL BID - PROJECT AREA NO. 1					

see attached quote

 - president

Price Quote for City of East Grand Forks, Mn

Quote Date: March 11, 2024

CUSTOMER: City of East Grand Forks, MN

PROJECT: 2024 Sanitary Sewer Cleaning/Televising - Project Area 1

PLEASE MARK DESIRED LEVEL AND DURATION OF SERVICE

☐ Mobilization -	Lump Sum	= \$2,450.00
☐ Traffic Control -	Lump Sum	= \$1.00
☐ Jetting/Vacuum -	8" – 12" Pipe approx. 38,432 ft. @ \$0.85/ft.	= \$32,667.20
☐ Televise (if necessary) -	8" – 12" Pipe approx. @ \$2.00/ft.	= \$TBD
☐ Clean Lift Station -	12 lift stations @ \$350/each	= \$4,200.00
☐ Removal Protruding Taps -	10 taps @ \$100/each	= \$1,000.00
☐ Removal of Roots -	10 Root balls @ \$50.00/each	= \$500.00
☐ Bypass Pumping -	1 Bypass Pumping @ \$1.00/each	= \$1.00
☐ Emergency Calls -	See details below	= \$TBD <i>(no charge on multi-year plan)</i>

Duration: ☒ 2024 ☐ 2024 thru 2028 ☐ 2024 thru _____ (specify)

Deliverables & Specifications: In connection with its work on the Project, JLL will satisfy performance standards and produce deliverables as follows:

- NASSCO PACP, LACP, & MACP Certified camera operator;
- Clean and Televise in accordance with NASSCO standards;
- Cleaning and Televising reports (color with still pictures);
- Televising video (your choice of DVD, VHS, or USB flash drive format); and
- GPS mapping of Sanitary mainlines only and emergency call service at no additional cost under multi-year maintenance program.

THIS PRICE QUOTE COVERS ONLY THE SERVICES AND SPECIFICATIONS LISTED ABOVE, AND IS GOOD FOR 30 CALENDAR DAYS FROM THE QUOTE DATE.

Additional Fees & Modifications: The fees and/or services listed below are not included in the above Price Quotes. Consequently, if you add these fees and/or services to the Project your total costs will increase. In the alternative, you can request to modify your service plan in order to manage expenses (e.g., reduce pipe footage in response to increased price-per-foot).

- Add additional lines at same segment price per foot quoted above;
- Root cutting, tap cutting, deposit reaming, and lift station cleaning charged additional \$350/hr. with 1 hour minimum;
- LETS (lateral evaluation television system) camera to launch from mainline into the service lateral up to 150 feet;
- Pipe sizes over 12" charged additional \$0.05/ft. per pipe size increase (added to unit prices for pipe under 12" quoted above);
- After 3 full jetting passes, "heavy cleaning" will be charged (up to 3 more passes) at same unit price per foot quoted above (until complete or directed by Customer).
- Downtime: If JLL provides any of the services listed in the "Customer Obligations" section, below, you will be charged a rate of \$500/hr. (per crew) until regular contract work can be resumed.
- Emergency Rates: If you are on a multi-year maintenance program, then emergency calls are charged at contracted mobilization and unit rates as specified in this Price Quote. If you are not on a multi-year maintenance program and if work needs to be done within 36-hours of a request, you will be charged a flat rate of \$500 plus \$500/hr. (per crew) from the time the crew is deployed from its then current location until the requested emergency work is completed.
- If the cost of fuel exceeds \$3.50/gallon, a fuel surcharge will be added to the fee for Mobilization.

Customer Obligations: Customer (and your designated contractor(s), where applicable) is obligated to perform as outlined below. Failure to satisfy these obligations will increase the total cost of the Project, and in some cases may prevent JLL from performing contracted services. If JLL performs any of these obligations on your behalf, we are entitled to reimbursement for all costs incurred, as well as fees charged at the hourly rate as specified in the prior section under "Downtime."

- Provide solid access, locate, and expose manholes in specified Project work areas;
- Provide water, dump site, and sewer bypass pumping, if necessary; and
- Provide/secure bonds, if needed.

Cell. 320.290.5764 Office. 320.965.2374 Fax. 320.965.2309

7505 County Road 103 SW | Kensington, MN 56343

www.JohnsonJet-Line.com

GENERAL TERMS & CONDITIONS

1. Fees & Payment Terms.

- (a) Regular Contracted Services: Services performed under a multi-year plan will be billed according to the terms listed in this Price Quote, and invoiced within 30-days of performance. You agree to issue payment within 45-days of the invoice date.
- (b) Emergency Service: Unless otherwise agreed, you will be invoiced immediately upon completion of any emergency services, and you agree to pay the invoiced amount within 10-days of the emergency service invoice date.
- (c) JLL will be entitled to payment for any services actually performed that are not included in this Price Quote, and reimbursement for any actual expense/cost paid on your behalf, pursuant to the terms provided above.
- (d) You acknowledge and agree that payment constitutes your expressed approval and acceptance of all work and services as performed by JLL.
- (e) Overdue Invoices & Attorney's Fees: If any invoiced amount is not received by JLL by the applicable due date, then without limiting JLL's rights or remedies, (i) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (ii) JLL may condition the performance of any remaining services under this Price Quote on payment terms shorter than those specified in Section 1(a) and 1(b), above. Customer further agrees to reimburse JLL for any reasonable legal, collection, and/or attorney's fees incurred to effect settlement and payment of any past due amounts.

2. Duration, Renewal & Termination.

- (a) This Project will commence upon execution of this Price Quote by both parties and last for the duration specified above. JLL, in consultation with you, will determine the schedule for performing services for the duration of the Project, including the date of final service. JLL will notify you when the date of final service has been determined.
- (c) This Project Agreement will not renew automatically. The parties must enter a new agreement at the conclusion of this Project if they desire to continue service. Scope, pricing, and all other aspects of service will be negotiated at that time.
- (d) The term of this Project may be extended or terminated prior to the date of final service upon the mutual agreement of the parties. If terminated prior to the date of final service, JLL shall be entitled to compensation for any services performed and expenses incurred up to the date of termination.

3. Independent Contractor. The relationship between JLL and Customer is that of independent contractor. JLL is not an employee of the Contractor. It is JLL's responsibility to withhold all federal, state, or local income taxes, social security taxes, unemployment, and other payroll taxes required by law for services rendered under this Project Agreement.

4. Confidentiality. Any information, documents, materials, machines, processes, or other aspects of JLL's work on the Project is considered to be proprietary and confidential, and you agree not to disclose or use it for your own benefit or for the benefit of any third-party without first receiving written consent from JLL.

5. Acceptance & Effectiveness. By signing below, you accept the terms and conditions of this document in its entirety. Any addendums or additions shall be made in writing and signed by both parties. If the parties subsequently enter into any contract, agreement, etc., then it will be considered to constitute acceptance of this Price Quote irrespective of any provision therein to the contrary. Furthermore, this Price Quote shall be incorporated by reference and made a fully enforceable part of that contract, agreement, etc. Unless otherwise agreed to by the parties, any and all inconsistencies between this document and a subsequently entered contract, agreement, etc. will be resolved in favor of this document.

6. Failure to Exercise or Enforce. Except as provided under Section 1(d), above, the failure of either party to enforce or exercise their rights shall not be construed to be a waiver of such right and/or the right to insist upon strict compliance with the obligations or the terms herein.

7. Severability. The terms of this Price Quote are severable, and if any term or provision is declared by a court of competent jurisdiction to be illegal, the remainder of the provisions shall continue to be valid and fully enforceable.

8. Choice of Law, Forum Selection & Costs; NASSCO Guidelines. This Agreement shall be construed and interpreted according to the substantive law of Minnesota, excluding the law of conflicts. Any action brought to enforce the terms and conditions provided herein, or for the breach thereof, shall be brought and tried in Minnesota. To the extent permitted by law, the losing party in any lawsuit, arbitration proceeding, etc. between Customer and JJ-L (and properly adjointed third-parties) shall pay the reasonable legal fees and costs of the prevailing party. The guidelines published by the National Association of Sewer Service Companies (NASSCO) ([available here](#)), as updated from time to time, shall be the primary authority for defining industry terms, establishing standards of performance, and for addressing all other industry-specific questions or matters.

9. Force Majeure. The parties shall not be held responsible or liable for any loss, damage, or delay in the performance of the Project due to strikes, walkouts, acts of God, governmental restrictions, enemy action, civil commotion, public health crises or stay-at-home or shelter-in-place orders, unavoidable casualty, or other causes similar or dissimilar that are beyond their control.

This Price Quote is JLL's best attempt to summarize the scope and estimate the cost of your project. By signing below, you represent that you have read the Price Quote in its entirety (including the "General Terms & Conditions" listed above), that you understand all its terms, that we have accurately described the services to be performed, and that you agree to pay the rates quoted for those services. You promise to honor the terms and to perform in the manner specified throughout this document, and you acknowledge that both of us intend for this document to govern the relationship between us as it relates to the Project. ACCORDINGLY, we both promise to take all necessary steps to incorporate this Price Quote, in its entirety, into any contract, agreement, etc. that we may enter in the future in connection with this Project (irrespective of any provisions to the contrary).

Please sign below and submit by fax (320-965-2309) or e-mail (chase@johnsonjet-line.com) within 30 days of the date at the top of page one.

PRINT NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

☐ I AM AUTHORIZED TO EXECUTE THIS DOCUMENT AND TO ACT ON BEHALF OF THE CUSTOMER NAMED HEREIN..

BID FORM

**2024 SANITARY SEWER CLEANING / TELEVISIONING
EAST GRAND FORKS, MN**

PROJECT AREA NO. 2					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1		
2	Traffic Control	LS	1		
3	Sewer Cleaning (8"-15" Pipe)	LF	30,367		
4	Removal Protruding Taps	EA	5		
5	Removal of Roots	EA	5		
TOTAL BID - PROJECT AREA NO. 2					

See attached quote

 - president



Price Quote for City of East Grand Forks, Mn

Quote Date: March 11, 2024

CUSTOMER: City of East Grand Forks, MN

PROJECT: 2024 Sanitary Sewer Cleaning/Televising - Project Area 2

PLEASE MARK DESIRED LEVEL AND DURATION OF SERVICE

☐ Mobilization -	Lump Sum	= \$2,450.00
☐ Traffic Control -	Lump Sum	= \$1.00
☐ Jetting/Vacuum -	8" - 15" Pipe approx. 30,367 ft. @ \$0.85/ft.	= \$25,811.95
☐ Televis (if necessary) -	8" - 15" Pipe approx. @ \$2.00/ft.	= \$TBD
☐ Removal Protruding Taps -	10 taps @ \$100/each	= \$1,000.00
☐ Removal of Roots -	10 Root balls @ \$50.00/each	= \$500.00
☐ Emergency Calls -	See details below	= \$TBD <i>(no charge on multi-year plan)</i>

Duration: ☒ 2024 ☐ 2024 thru 2028 ☐ 2024 thru _____ (specify)

Deliverables & Specifications: In connection with its work on the Project, JLL will satisfy performance standards and produce deliverables as follows:

- NASSCO PACP, LACP, & MACP Certified camera operator;
- Clean and Televis in accordance with NASSCO standards;
- Cleaning and Televising reports (color with still pictures);
- Televising video (your choice of DVD, VHS, or USB flash drive format); and
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- Pipe sizes over 15" charged additional \$0.05/ft. per pipe size increase (added to unit prices for pipe under 15" quoted above);
- After 3 full jetting passes, "heavy cleaning" will be charged (up to 3 more passes) at same unit price per foot quoted above (until complete or directed by Customer).
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- Provide solid access, locate, and expose manholes in specified Project work areas;
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- Provide/secure bonds, if needed.

Cell. 320.290.5764 Office. 320.965.2374 Fax. 320.965.2309

7505 County Road 103 SW | Kensington, MN 56343

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- (e) Overdue Invoices & Attorney's Fees: If any invoiced amount is not received by JLL by the applicable due date, then without limiting JLL's rights or remedies, (i) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (ii) JLL may condition the performance of any remaining services under this Price Quote on payment terms shorter than those specified in Section 1(a) and 1(b), above. Customer further agrees to reimburse JLL for any reasonable legal, collection, and/or attorney's fees incurred to effect settlement and payment of any past due amounts.

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- (c) This Project Agreement will not renew automatically. The parties must enter a new agreement at the conclusion of this Project if they desire to continue service. Scope, pricing, and all other aspects of service will be negotiated at that time.
- (d) The term of this Project may be extended or terminated prior to the date of final service upon the mutual agreement of the parties. If terminated prior to the date of final service, JLL shall be entitled to compensation for any services performed and expenses incurred up to the date of termination.

3. Independent Contractor. The relationship between JLL and Customer is that of independent contractor. JLL is not an employee of the Contractor. It is JLL's responsibility to withhold all federal, state, or local income taxes, social security taxes, unemployment, and other payroll taxes required by law for services rendered under this Project Agreement.

4. Confidentiality. Any information, documents, materials, machines, processes, or other aspects of JLL's work on the Project is considered to be proprietary and confidential, and you agree not to disclose or use it for your own benefit or for the benefit of any third-party without first receiving written consent from JLL.

5. Acceptance & Effectiveness. By signing below, you accept the terms and conditions of this document in its entirety. Any addendums or additions shall be made in writing and signed by both parties. If the parties subsequently enter into any contract, agreement, etc., then it will be considered to constitute acceptance of this Price Quote irrespective of any provision therein to the contrary. Furthermore, this Price Quote shall be incorporated by reference and made a fully enforceable part of that contract, agreement, etc. Unless otherwise agreed to by the parties, any and all inconsistencies between this document and a subsequently entered contract, agreement, etc. will be resolved in favor of this document.

6. Failure to Exercise or Enforce. Except as provided under Section 1(d), above, the failure of either party to enforce or exercise their rights shall not be construed to be a waiver of such right and/or the right to insist upon strict compliance with the obligations or the terms herein.

7. Severability. The terms of this Price Quote are severable, and if any term or provision is declared by a court of competent jurisdiction to be illegal, the remainder of the provisions shall continue to be valid and fully enforceable.

8. Choice of Law, Forum Selection & Costs; NASSCO Guidelines. This Agreement shall be construed and interpreted according to the substantive law of Minnesota, excluding the law of conflicts. Any action brought to enforce the terms and conditions provided herein, or for the breach thereof, shall be brought and tried in Minnesota. To the extent permitted by law, the losing party in any lawsuit, arbitration proceeding, etc. between Customer and JLL (and properly adjointed third-parties) shall pay the reasonable legal fees and costs of the prevailing party. The guidelines published by the National Association of Sewer Service Companies (NASSCO) ([available here](#)), as updated from time to time, shall be the primary authority for defining industry terms, establishing standards of performance, and for addressing all other industry-specific questions or matters.

9. Force Majeure. The parties shall not be held responsible or liable for any loss, damage, or delay in the performance of the Project due to strikes, walkouts, acts of God, governmental restrictions, enemy action, civil commotion, public health crises or stay-at-home or shelter-in-place orders, unavoidable casualty, or other causes similar or dissimilar that are beyond their control.

This Price Quote is JLL's best attempt to summarize the scope and estimate the cost of your project. By signing below, you represent that you have read the Price Quote in its entirety (including the "General Terms & Conditions" listed above), that you understand all its terms, that we have accurately described the services to be performed, and that you agree to pay the rates quoted for those services. You promise to honor the terms and to perform in the manner specified throughout this document, and you acknowledge that both of us intend for this document to govern the relationship between us as it relates to the Project. ACCORDINGLY, we both promise to take all necessary steps to incorporate this Price Quote, in its entirety, into any contract, agreement, etc. that we may enter in the future in connection with this Project (irrespective of any provisions to the contrary).

Please sign below and submit by fax (320-965-2309) or e-mail (chase@johnsonjet-line.com) within 30 days of the date at the top of page one.

PRINT NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

☐ I AM AUTHORIZED TO EXECUTE THIS DOCUMENT AND TO ACT ON BEHALF OF THE CUSTOMER NAMED HEREIN..

Proposal for:
2024 Sanitary Sewer Cleaning/TV -East Grand Forks ND
 from
Pipe Detectives Inc
 2505 17th St SE, PO Box 1197, Jamestown, ND 58401
 (701) 952-5544 colleen.lund@pipedetectivesinc.com



Bid Date: 3/19/2024
 Time: 10:00AM

Quote Number: 24-0091

Item	Description	Quantity	Unit	Unit Price	Total Price
01	Mobilization	1.00	LS	3,500.00	3,500.00
02	Traffic Control	1.00	LS	1.00	1.00
03	8-15 Pipe Clean Only	30,367.00	LF	0.80	24,293.60
04	Remove Protruding Taps	5.00	EA	200.00	1,000.00
05	Remove Roots	5.00	EA	200.00	1,000.00
06	Waste Permit Fee	1.00	EA	100.00	100.00
				Total:	29,894.60
ALT 2	East Grand Forks				
01	Mobilization	1.00	LS	3,500.00	3,500.00
02	Traffic Control	1.00	LS	1.00	1.00
03	8-15 Pipe Clean Only	38,432.00	LF	0.80	30,745.60
04	Clean Lift Station	12.00	EA	350.00	4,200.00
05	Remove Taps	10.00	EA	200.00	2,000.00
06	Removal Of Roots	10.00	EA	200.00	2,000.00
07	Bypass Pumping	1.00	EA	1.00	1.00
				Total:	42,447.60
				Total:	72,342.20

3/19/2024 9:58 am

Attachment Enclosed

Estimator: Colleen Lund



Proposal for:
2024 Sanitary Sewer Cleaning/TV -East Grand Forks ND
 from
Pipe Detectives Inc
 2505 17th St SE, PO Box 1197, Jamestown, ND 58401
 (701) 952-5544 colleen.lund@pipedetectivesinc.com



Bid Date: 3/19/2024
 Time: 10:00AM

Quote Number: 24-0091

Item	Description	Quantity	Unit	Unit Price	Total Price
------	-------------	----------	------	------------	-------------

NOTE: THIS PROPOSAL IS SUBJECT TO REVISION, BASED ON FINAL APPROVED PLANS AND SPECIFICATIONS.

Televising includes general pipe maintenance (cleaning up to 3 pulls with Jet/Vac). Any excessive deposits, roots and debris requiring heavy cleaning (4+ pulls) will be "billed at a rate of \$350/hr. The General Contractor is responsible for any required permits and/or notifications to assure manhole accessibility.

In addition; any dewatering or damming, traffic control (other than localized cones and strobe lighting) and maintaining clean, continuous water supply for operations is borne by the General Contractor.

Prevailing wage are not included in this bid. See the following pages for additional notes. If Bond is required add an additional 1% of total bid.

RETAINAGE NOT TO EXCEED 5% and released upon their final approval.
 ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES.

Any alteration or deviation from above specifications and attached conditions involving extra cost will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workers compensation insurance.

The signature below indicates agreement to and acceptance of the Pricing, Terms, and Conditions
 listed in this

Agreement and Pipe Detectives is authorized to proceed.

 Name and Title

 Date

3/19/2024 9:58 am

Attachment Enclosed

Estimator: Colleen Lund



Pipe Detectives Inc
Job Conditions - Attachment 'A'

2024 Sanitary Sewer Cleaning/TV -East Grand Forks ND

Quotes are valid for 30 Days

Section 1 Client Obligations

Client will make available to PD all known information regarding existing and proposed requirements, in advance of work, which may affect work, including but not limited to: specifications, contracts, recommendations, plans, map of manholes.

Client will identify a representative(s) and contact information who will be responsible for questions, as they relate to the project, regarding any preliminary work and for the duration of the field work.

Section 2 Ownership of Intellectual Property

All documents and digital media prepared by PD for Client, upon job completion, will become and remain the property of Client

PD will retain all pertinent records concerning services performed for a period of two (2) years after the job is complete.

Section 3 Disputes

In the event that a dispute arises, PD and Client agree to resolve any dispute through informal process.

Section 4 Insurance

See attached certificate of insurance that outlines our insurance limits (if applicable).

Section 5 Job Conditions/Equipment Retrieval

PD assumes no responsibility for pipe conditions for any causes what-so-ever. If the conditions are such that services cannot be performed adequately as determined by PD, the Client agrees to take actions to rectify those conditions to allow customary cleaning and/or televising and associated records. Standby and additional service fees may apply as necessary.

In rare circumstances camera or cleaning equipment may become entrapped in pipe. In this event, Client is responsible for the expense incurred while retrieving the equipment unless equipment is entrapped due to the negligence of PD.

Section 6 Performance

The Parties understand that specific observations may not necessarily represent all pipe conditions within the project. Both PD and the Client agree that there may be circumstances not included within the "Request" or the "Bid" that can affect the anticipated results of the project. PD will communicate any conditions, as necessary, that would impact the schedule or the bid amount, and that may require services in addition to the original request or bid. The Client agrees that these factors will be considered and properly dispositioned during the project.

Section 7 VARIATIONS IN QUANTITY

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated, an equitable adjustment in the contract price shall be made upon demand of either party.

The adjustment shall be based upon any increase or decrease.

Section 8 Termination of Agreement

This agreement may be terminated by the Client upon ten (10) days written notice identifying the "failure to perform". PD shall have ten (10) days to remedy any claim, after which the contract shall expire. Upon contract expiration, PD will be compensated for services rendered plus any reasonable termination expenses.

If an agreement is terminated or suspended (prior to completion) for more than three (3) months, PD reserves the right to re-quote the cost of services at current pricing and included applicable expenses incurred due to delay.

Section 9 Traffic Control

Basic traffic control provided with contract consists of equipment flashers with external strobe lights (if available on equipment) along with cones. Any additional traffic control needed shall be the responsibility of the Client.

Section 10 OTHER

All bid items are tied.

Standby refers to the period during which equipment is assigned to a job and available for work, but is not put into operation for reasons determined by the Owner/Client. In the event a Standby request is made the following schedule shall apply:

Jetter Operations: \$300/Unit-hr

Camera Operations: \$240/Unit-hr

General Labor not associated with equipment operations: \$57/Empl-hr.

In the event overnight is required resulting from a Standby request, the Owner/Client shall reimburse Pipe Detectives Inc for any Per diem and lodging expenses occurring as a result of the same.

Client will have all manholes accessible prior to contractor start date.

3/19/2024 9:58AM

Estimator: Colleen Lund

For Job: 2024 Sanitary Sewer Cleaning/TV -East Grand Forks ND



Generated by a SharpeSoft Product

Pipe Detectives Inc
Job Conditions - Attachment 'A'

2024 Sanitary Sewer Cleaning/TV -East Grand Forks ND

Client will provide sand-free water & dumpsite for Vactor and/or pumper. We require ability to connect to 2 1/2" hydrant fitting with standard fire hose threads.

Payment Terms are Net 30 days.

In the event of any inconsistency or conflict between this Agreement and other Contract documents, however referenced or identified, the terms, conditions and provisions of this Agreement shall govern and control.

Quotes are valid for 30 Days

3/19/2024 9:58AM

Estimator: Colleen Lund

For Job: 2024 Sanitary Sewer Cleaning/TV -East Grand Forks ND



Generated by a SharpeSoft Product



City of East Grand Forks

600 DeMers Ave · P.O. Box 373 · East Grand Forks, MN 56721
218-773-2483 · 218-773-9728 fax www.eastgrandforks.net

February 29, 2024

Chase Johnson
Johnson Jet-Line
16275 State Hwy 27 W
Kensington, MN 56343

Lance Edwards
Jet-Way Multiple Services, Inc
PO Box 131
Harwood, ND 58042

Colleen Lund
Pipe Detectives
18695 270th St.
Elbow Lake, Mn 56531

Ricky Fredrickson
Veit & Company
15429 Comet Road NW
Bemidji, Mn 56601

RE: Request for Quotes
2024 Sanitary Sewer Televising / Cleaning
East Grand Forks, MN

Dear Contractors:

The City of East Grand Forks Public Works Department is requesting Quotes for the above referenced project. Quotes will be received until 10:00 A.M. March 19, 2024 in the Administration Office, East Grand Forks City Hall located at 600 Demers Ave.

Included for your use in preparing your bid are the following items:

1. Project Area Map
2. Specifications: **Section 33 0130.11 – Sewer Cleaning and CCTV Inspection**
3. Bid Forms

If you have any questions, please feel free to give me a call at 218-791-8190 or I can be reached by e-mail at dnelson@egf.mn

Respectfully,
City of East Grand Forks Public Works Department

Dillon Nelson, Stormwater / Wastewater Operator

BID FORM**2024 SANITARY SEWER CLEANING / TELEVISION
EAST GRAND FORKS, MN**

PROJECT AREA NO. 1					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	3000.00	3000.00
2	Traffic Control	LS	1	1500.00	1500.00
3	Sewer Cleaning (8"-12" Pipe)	LF	38,432	1.20	46118.40
4	Clean Lift Station	EA	12	2000.00	24000.00
5	Removal Protruding Taps	EA	10	400.00	4000.00
6	Removal of Roots	EA	10	400.00	4000.00
7	Bypass Pumping	EA	1	2500.00	2500.00
TOTAL BID - PROJECT AREA NO. 1					85118.40

BID FORM**2024 SANITARY SEWER CLEANING / TELEVISIONING
EAST GRAND FORKS, MN**

PROJECT AREA NO. 2					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	3000.00	3000.00
2	Traffic Control	LS	1	1500.00	1500.00
3	Sewer Cleaning (8"-15" Pipe)	LF	30,367	1.20	36440.40
4	Removal Protruding Taps	EA	5	400.00	2000.00
5	Removal of Roots	EA	5	400.00	2000.00
TOTAL BID - PROJECT AREA NO. 2					44940.40

Request for Council Action

Date: March 26, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council members Clarence Vetter, Ben Pokrzywinski, Tim Riopelle, Dale Helms, Mark Olstad, Brian Larson, and Karen Peterson.

Cc: File

From: Nancy Ellis, Community Development Director

RE: Review and approve the bid for the City Hall roof replacement

RECOMMENDATION:

Information on the bid tabulation, base and alternate bid, and review of bid with reference check on the bidder is not completed at the time this RCA needs to be submitted. Information and documentation will be provided at the Work Session.

BACKGROUND INFORMATION:

A few years ago, the City of East Grand Forks received an assessment from RSI on the condition of roof/building envelopes of several City facilities. From this assessment, it was determined that many of these roofs needed to be redone or re-roofed. They have been scheduled in our Capital Improvement Plans and the City Hall roof is up for re-roofing in 2024.

I received approval to hire a consultant to prepare the design specifications and drawings for the project, prepare bid packages and contract agreements, contact the bid process, and provide construction administration and quality assurance observation (QAO). Roof Spec, Inc was hired to complete the above-mentioned tasks.

The council approved bidding process is complete for the City Hall roof. We had 4 contractors bid on the project and all four had complete bid packages. I will provide the tabulated results as well as a letter of recommendation from our project manager at the Tuesday meeting.

SUPPORT MATERIALS TO BE HANDED OUT AT THE MEETING:

- Bid Tabulation
- Letter of recommendation
- Addendum #1

RESOLUTION NO. 24 – 04 - 31

RESOLUTION ACCEPTING BID AND AWARDING PROJECT FOR CITY HALL ROOF REPLACEMENT

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, the City had previously received an assessment of the condition of several city facilities; and

WHEREAS, a list of capital improvements were planned based on the assessment information received; and

WHEREAS, the City Hall roof was planned to be replaced in 2024; and

WHEREAS, Roof Spec Inc was hired as a consultant, to prepare design specifications, prepare bid package information, complete the bid process, provide construction administration, and quality assurance for this project;

WHEREAS, 4 bids were received for this project; and

WHEREAS, it appears that the Equity Builders Company is the lowest responsible bidder with a price of \$635,560.00; and

NOW THEREFORE, BE IT RESOLVED, the City Council of East Grand Forks:

1. Accepts and awards the roof replacement bid to Equity Builders Company.
2. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Equity Builders Company in the name of the City of East Grand Forks for the roof replacement of City Hall according to the plans and specifications prepared by Roof Spec Inc.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: April 2, 2024

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 2nd of April, 2024.

Mayor

BID TABULATION

 March 20, 2024 @ 2 PM
 East Grand Forks City Hall
 RSI #23-13928-02

Contractor	Base Bid	Add Alternate #1	Deduct Alternate	Addenda	Bid Bond	Wood Blocking	Damaged Insulation
Skinner Roofing							
Granite City Roofing	\$1,357,000	\$763,500	\$407,500	yes	\$425bf yes	\$4.25bf	\$4bf
Herzog Roofing	\$752,000	\$599,350	\$165,430	yes	yes	\$5.95bf	\$3.95bf
Diverse Construction Services	\$880,800	\$515,870	\$280,000	yes	yes	\$5bf	\$4bf
Equity Builders	\$375,000	\$435,190	\$174,630	yes	yes	\$10.00bf	\$5.25bf

March 25, 2024

Nancy Ellis
Community Development Director
City of East Grand Forks
600 Demers Ave
East Grand Forks, MN 56721

Email: nellis@egf.mn

**Roof
Spec
Inc.**



2400 Prior Avenue North
St. Paul, MN 55113
(651) 639-0644
800-494-4085
www.roofspec.com

**SUBJECT: RECOMMENDATION FOR AWARD
CITY HALL ROOF REPLACEMENT
600 DEMERS AVENUE
EAST GRAND FORKS, MN 56721
RSI PROJECT #23-13928-02**

Dear Nancy:

We have reviewed the project and bid with the apparent low bidder Equity Builders Company. They are confident they have addressed all aspects of the project within their bid and can meet the proposed project schedule. We verified the three references they provided and all stated they completed their project efficiently. Based on this, we recommend the contract be awarded to Equity Builders Company for the Base Bid, Add Alternate Bid and Deduct Alternate Bid for a contract total of \$635,560.00.

If you should have any questions or require further information, please contact our office.
Thank you.

Respectfully,

ROOF SPEC, INC.

Dan Trenda, RRO, RRC
Senior Consultant



**2400 Prior Avenue N.
St. Paul, MN 55113
651-639-0644
800-494-4085
www.rsi-be.com**

MARCH 7, 2024

ADDENDUM #1

**CITY HALL ROOF REPLACEMENT
600 DEMERS AVENUE
EAST GRAND FORKS, MN 56721**

RSI PROJECT #23-13928-02

TO ALL BIDDING CONTRACTORS:

All contractors are to note the following clarifications/modifications to the specifications and drawings for the Reroofing of the East Grand Forks City Hall.

1. On March 6, 2024 a pre-bid meeting was held at the East Grand Forks City Hall. Please find the attached sign in sheet for those who attended.
2. Sealed bids will be accepted until 2:00 PM on March 20th, where they will be publicly opened. A 5% bid bond is to accompany all bids. All bids are to be submitted on the attached revised bid form. All bids will be addressed to:

East Grand Forks City Hall Roof Replacement
600 DeMers Avenue NW
East Grand Forks, MN 56721
Attn: Nancy Ellis

3. Once bids are received, the city council will meet the first Tuesday in April to review the bids and make a determination. Once the contract has been written, the contractor will be able to begin work.
4. Contractors will be allowed use of the south east side of the parking lot for staging. A minimum of 1 access lane to the building will be maintained as this is the only handicapped entrance. A dedicated grounds person or covered scaffold walkway must be implemented for pedestrian safety.
5. Contractors are to note if they choose to run equipment on the green spaces there is an irrigation system and any damage to the system or the green space will be the contractors responsibility to bring back to its existing state.

6. It will be the contractors responsibility to provide access to the roof from the exterior.
7. It will be the contractors responsibility to provide temporary sanitary equipment for their employees.
8. All OSHA safety standards will be followed throughout the project.
9. Contractors are to note revisions to the project manual.

Add Section 07 92 00 Sealants and Caulking.
(Please find the attached section below)

10. Contractors are to replace the contract drawings with the attached Addendum # 1 Drawings and details dated 3/7/2024.

Contractors are to acknowledge the receipt of this Addendum on their Bid Form.

If you should have any questions or require further information, please contact our office.
Thank you.

Respectfully,

RSI BUILDING ENVELOPE



Dan Trenda, RRO, RRC
Senior Consultant

DT/wt



2400 Prior Avenue N.
St. Paul, MN 55113
651-639-0644
www.rsi-be.com

PRE-BID MEETING SIGN-IN SHEET

Date: March 6, 2024

Time: 11:00 am

Project Name: City Hall Roof Replacement

Project Manager: Dan Trenda

Please Print Legibly

Company: Skinner Roofing
Representative: Todd Schmidt
Phone#: 218-205-2986
E-mail: tschmidt@skinnerroofing.com

Company: Equity Builders
Representative: Mike Roy
Phone#: 612 900 7486
E-mail: estimator@equitybuilderscompany.com

Company: Granite City Roofing
Representative: Ben Turbes
Phone#: 320-290-1551
E-mail: TURBES.GCR@GMAIL.COM

Company: Diverse Construction Services
Representative: Robert Schroder
Phone#: 763-301-9899
E-mail: robert@diverseconst.com

Company: Herzog Roofing Inc
Representative: Michael Herzog
Phone#: 218-847-1121
E-mail: michael@herzogroofing.com

Company: _____
Representative: _____
Phone#: _____
E-mail: _____

Company: _____
Representative: _____
Phone#: _____
E-mail: _____

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Company: _____
Representative: _____
Phone#: _____
E-mail: _____

Section 00 41 00

BID FORM

Date:

To: East Grand Forks City Hall
600 DeMers Avenue NW
East Grand Forks, MN 56721
Attn: Nancy Ellis
nellis@egf.mn

CC: Roof Spec, Inc.
2400 Prior Avenue North
St. Paul, MN 55113
Attn: Mr. Dan Trendera
Email: dant@roofspec.com

Project: **East Grand Forks City Hall Roof Replacement**

Submitted By: _____
(Contractor)

(Address)

(City, state, zip)

The undersigned, as bidder hereby proposes, and if this bid is accepted, agrees to enter into a contract with the Owner, to furnish all materials, labor, skill, tools, and equipment for the re-roofing work described in the drawings and specifications.

The bidder acknowledges receipt of addendum no.(s) _____ and acknowledges that they are familiar with the requirements, that their authorized representative has attended the guided tour of the existing facility, and that their bid is submitted in strict accordance with these requirements, and documents for the following sum:

For the total work of the project as set forth in these specifications and the contract drawings, the lump sum of:

Base Bid: Fully Adhered 60 Mil EPDM

Materials _____ Dollars (\$_____.)

Labor _____ Dollars (\$_____.)

TOTAL: _____ Dollars (\$_____.)

City of East Grand Forks
City Hall Roof Replacement
RSI Project #23-13928-02

Bid Form
00 41 00-1

Alternate #1: New Standing Seam Roofing

Materials _____ Dollars (\$_____.)

Labor _____ Dollars (\$_____.)

TOTAL: _____ Dollars (\$_____.)

Alternate #2: Deduct New Standing Seam Roofing at dome roof area.

Materials _____ Dollars (\$_____.)

Labor _____ Dollars (\$_____.)

TOTAL: _____ Dollars (\$_____.)

Unit Pricing:

Additional wood blocking \$_____/Bd. Ft.

Replace wet or damaged roof board insulation \$_____/Bd. Ft.

We have attended the guided tour of the existing facility: _____ Yes _____ No

If this bid is accepted, the bidder agrees to complete the work as specified within _____ calendar days from the execution of the contract, subject to provisions of the contract and the specifications.

This bid is submitted after careful study of the plans and specifications, attendance at the guided tour and from a personal knowledge of the conditions, both surface and concealed, at the existing building, which knowledge was obtained from the undersigned's own sources of information and not from any official or employee of the Owner.

We have carefully reviewed Section 01 35 23, Safety Requirements, and hereby certify that our company meets or exceeds the requirements therein.

Accompanying this bid is the bid security required to be furnished by the contract documents, the same being subject to forfeiture in the event of default by the undersigned.

City of East Grand Forks
City Hall Roof Replacement
RSI Project #23-13928-02

Bid Form
00 41 00-2

The undersigned agrees, if awarded the contract to obtain, execute and deliver to the Owner (at Owner's option and additional cost) with the contract satisfactory "performance bond and labor and material payment bond" on AIA form A312, each in a sum equal to the full amount of the contract.

The undersigned does declare that this bid is made without improper connection with any other person or persons making a bid on this same contract and is in all respects fair and without collusion or fraud, and the undersigned does further declare that no person or persons interested therein or in the supplied or works to which it relates, will receive in any portion of the profits thereof.

It is understood and agreed that this bid cannot be withdrawn within thirty (30) days without the consent of the Owner and that said Owner has the right to accept or reject any or all bids.

_____ By _____
Legal name of person, firm or corporation

Address City State Zip

- END OF SECTION -

Section 07 92 00

SEALANTS & CAULKING

PART 1 - GENERAL

1.01 Summary:

- A. Includes but is not limited to
 - 1. Quality of sealants to be used on project including submittal, material, and installation requirements.
- B. Related sections
 - 1. Removing existing sealants and furnishing and installing of sealants is specified in sections specifying work to be caulked.

1.02 Submittals:

- A. Product Data
 - 1. Manufacturer's literature and installation recommendations for each product.
 - 2. Schedule showing where each product is to be used.
- B. Quality Assurance/Control
 - 1. Furnish certificate from manufacturer indicating date of manufacture.

1.03 Delivery, Storage, & Handling:

- A. Handle to prevent inclusion of foreign matter, damage by water, or breakage.
- B. Deliver and keep in original containers until ready for use.
- C. Do not use damaged or deteriorated materials.
- D. Store in a cool place, but never under 40°F.

PART 2 - PRODUCTS

2.01 Materials:

- A. Sealants
 - 1. Sealants provided shall meet manufacturer's shelf-life requirements.
 - 2. Exterior sheet metal & miscellaneous
 - a. Penetrations and joints in soffits and fascia
 - b. Roof vents & flues
 - c. Flashings

- d. Gutters
- e. Approved Products:
 - 1) 791 by Dow Corning
 - 2) Narrow Joint Sealer by Schnee-Morehead Inc., Irving, TX
 - 3) Sikaflex-1a, Dymonic FC, Bondaflex PUR 25, Sonneborn NPI
 - 4) Approved equal
- 3. Color - As selected by the Owner from manufacturer's standard colors.
- B. Backing - Flexible polyurethane or polyolefin rod or bond breaker tape as recommended by the manufacturer for joints being sealed.

PART 3 - EXECUTION

3.01 Preparation:

- A. Remove existing sealants where specified. Surfaces shall be clean, dry, and free of dust, oil, grease, dew, or frost.
- B. Apply specified primer.
- C. Joint Backing
 - 1. Polyurethane rod for open joints shall be at least 1-1/2 times width of open joint, and of thickness to give solid backing. Backing shall fill joint so depth of sealant is no more than 3/8".
 - 2. Apply bond-breaker tape in shallow joints as recommended by the manufacturer.

3.02 Application:

- A. Apply sealant with hand-caulking gun with a nozzle of the proper size to fit joints. Use sufficient pressure to ensure full contact to both sides of joint to full depth of joint.
- B. Tool joints immediately after application of sealant if required to achieve full bedding to substrate or to achieve smooth sealant surface.
- C. Depth of sealant shall be 1/4" minimum and 1/2" maximum, but never more than 1/2 or less than 1/4 of the joint's width.
- D. Do not apply caulking at temperatures below 40°F.
- E. Caulk open perimeters unless indicated otherwise.
- F. For EIFS, carefully check the system manufacturer's details and adhere to caulking details. Use specified material available from system installer.

3.03 Clean-Up:

- A. Immediately clean adjacent materials that have been soiled, before caulk sets.
Use materials and methods recommended by the manufacturer.

- END OF SECTION -

PROJECT INFORMATION

	
PROJECT TITLE:	CITY HALL ROOF REPLACEMENT
ADDRESS:	600 DEMERS AVE, EAST GRAND FORKS, MN 56721
PROJECT TYPE:	ROOF REPLACEMENT
OWNER:	CITY OF EAST GRAND FORKS
CONTACT:	NANCY ELLIS
ADDRESS:	600 DEMERS AVE, EAST GRAND FORKS, MN 56721

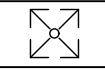
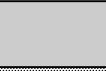
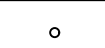
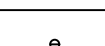
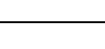
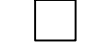
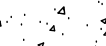
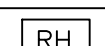
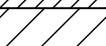
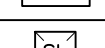
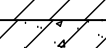
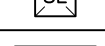
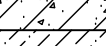
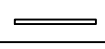
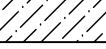
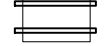
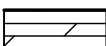
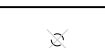
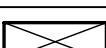
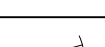
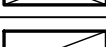
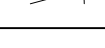
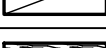
GENERAL NOTES

ID	DESCRIPTION
1	CONTRACTOR TO VERIFY MEASUREMENTS AND JOB CONDITIONS PRIOR TO BIDDING. EXISTING CONDITIONS AS OBSERVED IN ISOLATED LOCATIONS, MAY NOT BE REPRESENTATIVE OF THE ENTIRE PROJECT.
2	CONTRACTOR SHALL REVIEW PROJECT FOR ANY ITEMS NOT SHOWN ON THE PLANS. REVIEW PROJECT SPECIFICATIONS FOR ADDITIONAL DETAILS NOT IDENTIFIED BY THE PROJECT DRAWINGS.
3	COORDINATE WORK OF ALL TRADES TO ENSURE THE BUILDING IS WATERTIGHT AT END OF EACH DAY'S WORK. SEQUENCE WORK IN SUCH A MANNER THAT DAMAGE AND/OR WEAR OF NEW OR EXISTING BUILDING COMPONENTS WILL NOT OCCUR.
4	PROTECT NEW AND EXISTING CONSTRUCTION. RESTORE EXTERIOR AND INTERIOR FINISHES (INCLUDING LANDSCAPING) DAMAGED DURING THE WORK.
5	BUILDING WILL BE OCCUPIED DURING CONSTRUCTION. COORDINATE CLOSELY WITH OWNER TO MINIMIZE DISRUPTIONS TO NORMAL BUSINESS ACTIVITIES.
6	SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR.
7	CONTRACTOR SHALL SUBMIT A SITE SAFETY PLAN FOR THE OWNER'S REVIEW. THE PLAN(S) SHALL BE COMPLETE, REFLECTING THE ENTIRE SITE AND SHALL SHOW ANY PHASED PROTECTION. THE SITE SAFETY PLAN(S) SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, NOTES, SIDEWALK BRIDGE, FENCES, EGRESS, SCAFFOLDING, FIRE PROTECTION, ETC.
8	CONTRACTOR IS RESPONSIBLE FOR ALL MECHANICAL AND ELECTRICAL DISCONNECTS, MODIFICATIONS AND RECONNECTS. APPROXIMATE LOCATIONS OF MECHANICAL AND ELECTRICAL LINES ABOVE THE ROOF ARE INDICATED ON THE PLANS. THE CONTRACTOR SHALL FIELD VERIFY THE ACTUAL QUANTITY AND TYPE OF ALL MECHANICAL AND ELECTRICAL LINES THAT REQUIRE DISCONNECTION, MODIFICATION AND RECONNECTIONS PRIOR TO BIDDING.
9	PROVIDE SOIL PIPE EXTENSION TO ACHIEVE 12" VERTICAL HEIGHT ABOVE ROOF MEMBRANE.
10	CRICKETS TO BE INSTALLED USING TAPERED INSULATION EQUAL TO TWICE THE SLOPE OF THE FIELD.
11	TAPERED INSULATION TO BE INSTALLED TO THE UP-SLOPE SIDE OF CURBS.
12	CONTRACTOR IS TO RESECURE ALL EXISTING WOOD BLOCKING AS NECESSARY.

SHEET INDEX

ID	DESCRIPTION	ID	DESCRIPTION
A001	TITLE SHEET	A202	ROOF DETAILS
A101	ROOF PLAN	A203	ROOF DETAILS
A201	ROOF DETAILS	204	ROOF DETAILS

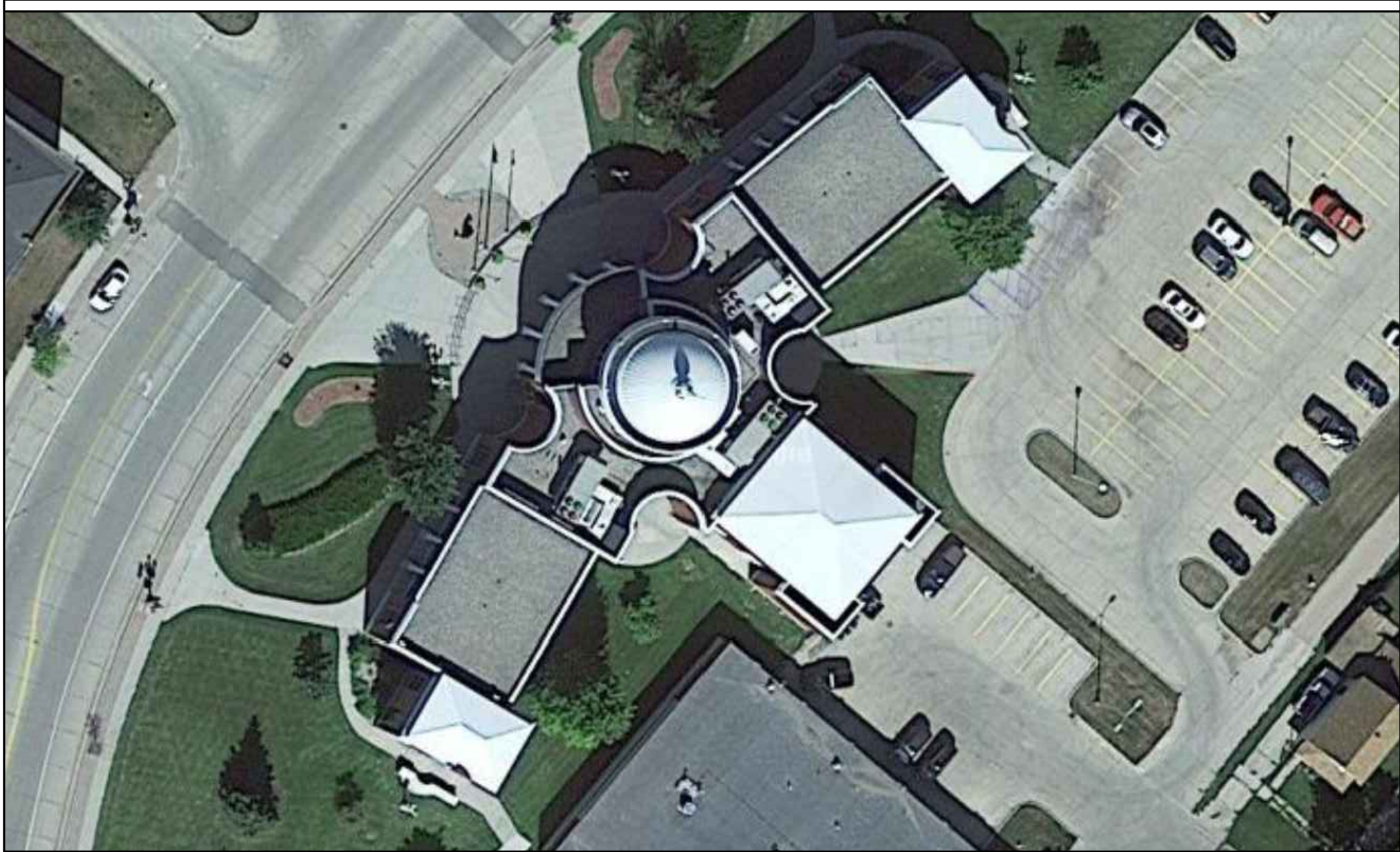
LEGEND

ID	DESCRIPTION		
	ROOF DRAIN W/ SUMP		EXISTING CONSTRUCTION TO REMAIN
	SCUPPER		WORK AREA
	PIPE PENETRATION		WORK BY OTHERS
	ROOF ANCHOR/DAVIT		EARTH (UNDISTURBED)
	PITCH POCKET		GRAVEL
	HOT STACK		MORTAR/GYPSUM
	CURB/PRV (VERIFY TYPE IN FIELD)		CONCRETE
	SQUARE TO ROUND CURB		BRICK
	ROOF HATCH		CMU
	SKYLIGHT		CMU (GROUTED)
	SLEEPERS		STONE
	SLEEPERS W/ UNIT		STEEL
	CURB TO BE REMOVED		3/4" PLYWOOD
	PENETRATION/DRAIN TO BE REMOVED		WOOD BLOCKING (CONTINUOUS)
	DOOR		WOOD BLOCKING (INTERMITTENT)
	STANDARD LADDER		WOOD BLOCKING (FINISH)
	LADDER WITH LANDING		FIBERGLASS BATT INSULATION
	SATELLITE ANTENNA		PERLITE
	WALK PAD		HIGH DENSITY WOOD FIBER INSULATION
	NON-PENETRATING SAFETY RAILING		ISOCYANURATE INSULATION
	WALL-MOUNTED SAFETY RAILING		EXPANDED POLYSTYRENE INSULATION

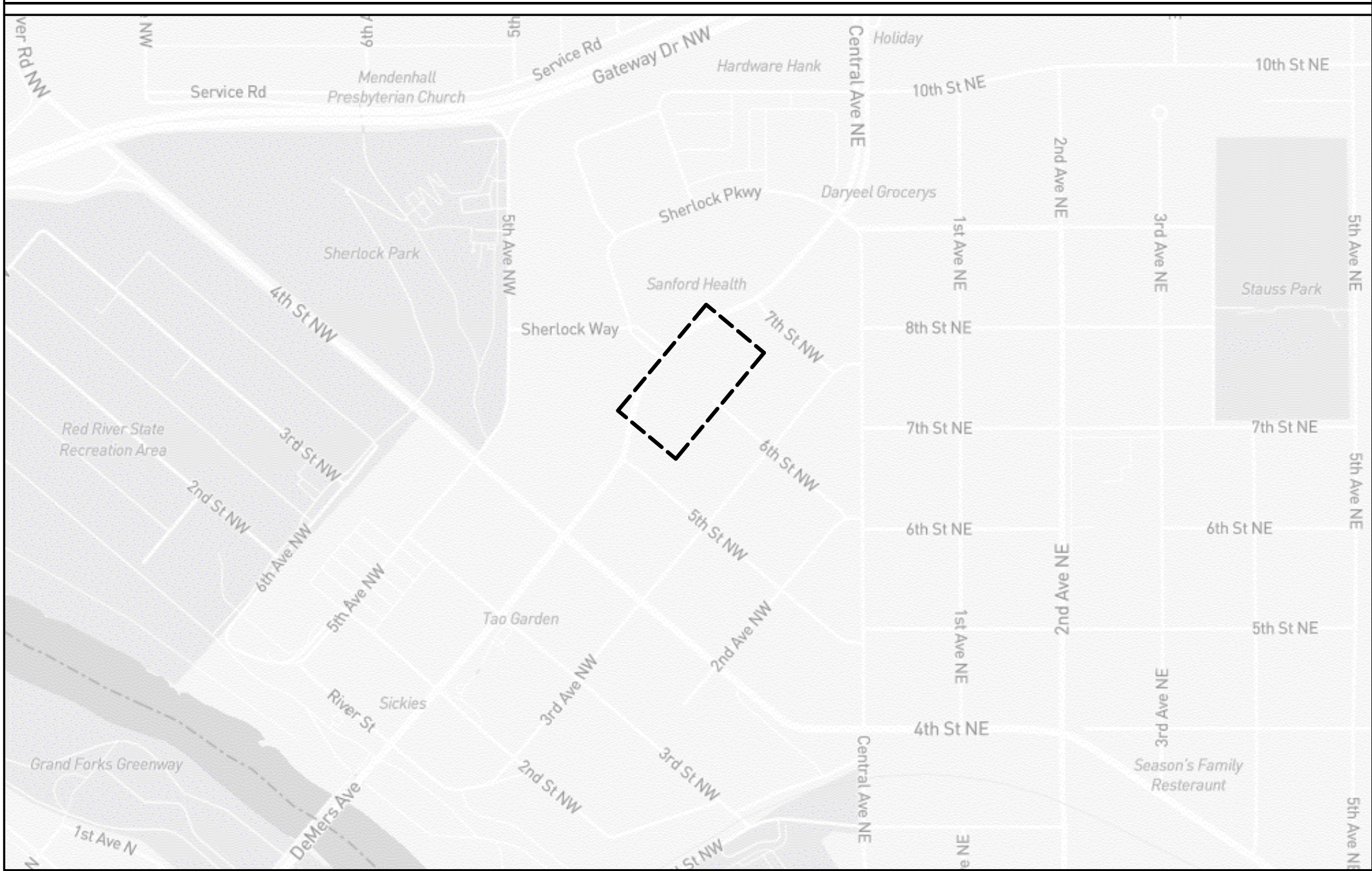
ABBREVIATIONS

ID	DESCRIPTION	ID	DESCRIPTION
C.L.	CENTER LINE	N.I.C.	NOT IN CONTRACT
CMU	CONCRETE MASONRY UNIT	O.C.	ON CENTER
C.J.	CONTROL JOINT	PREFIN	PREFINISHED
DIA	DIAMETER	SIM	SIMILAR
E.J.	EXPANSION JOINT	SS	STAINLESS STEEL
GALV	GALVANIZED	TYP	TYPICAL
GA	GAUGE	V.I.F.	VERIFY IN FIELD
MIN	MINIMUM	W/	WITH
BUR	BUILT-UP ROOFING	EPDM	ETHYLENE PROPYLENE DIENE MONOMER

SITE PLAN



PROJECT LOCATION



2400 Prior Ave. N.
St. Paul, Minnesota 55113
(651) 639-0644
www.rsi-be.com

Consultants:

ISSUE RECORD

MARK	DATE	DESCRIPTION
	12/12/23	DD SET
	12/21/23	CD SET
	2/8/2024	CONSTRUCTION DOCUMENTS
	3/7/2024	ADDENDUM #1

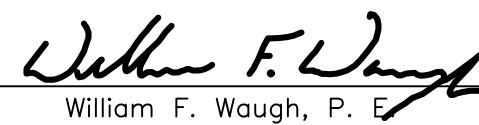
Project Identification

CITY HALL ROOF REPLACEMENT

600 DEMERS AVE
EAST GRAND FORKS, MN 56721

PROFESSIONAL ENGINEER

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: 
William F. Waugh, P. E.

DATE: 2-8-2024 LICENSE # 40940
MN Reg. No.

RSI Project #: 23-13928-02
Project Manager: DT

Drawn By: MBO

Sheet Title
Title Sheet
A001



2400 Prior Ave. N.
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⚠	3/7/2024	ADDENDUM #1

Project Identification

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REPLACEMENT

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RSI Project #: 23-13928-02

Project Manager: DT

Drawn By: MBO

Sheet Title

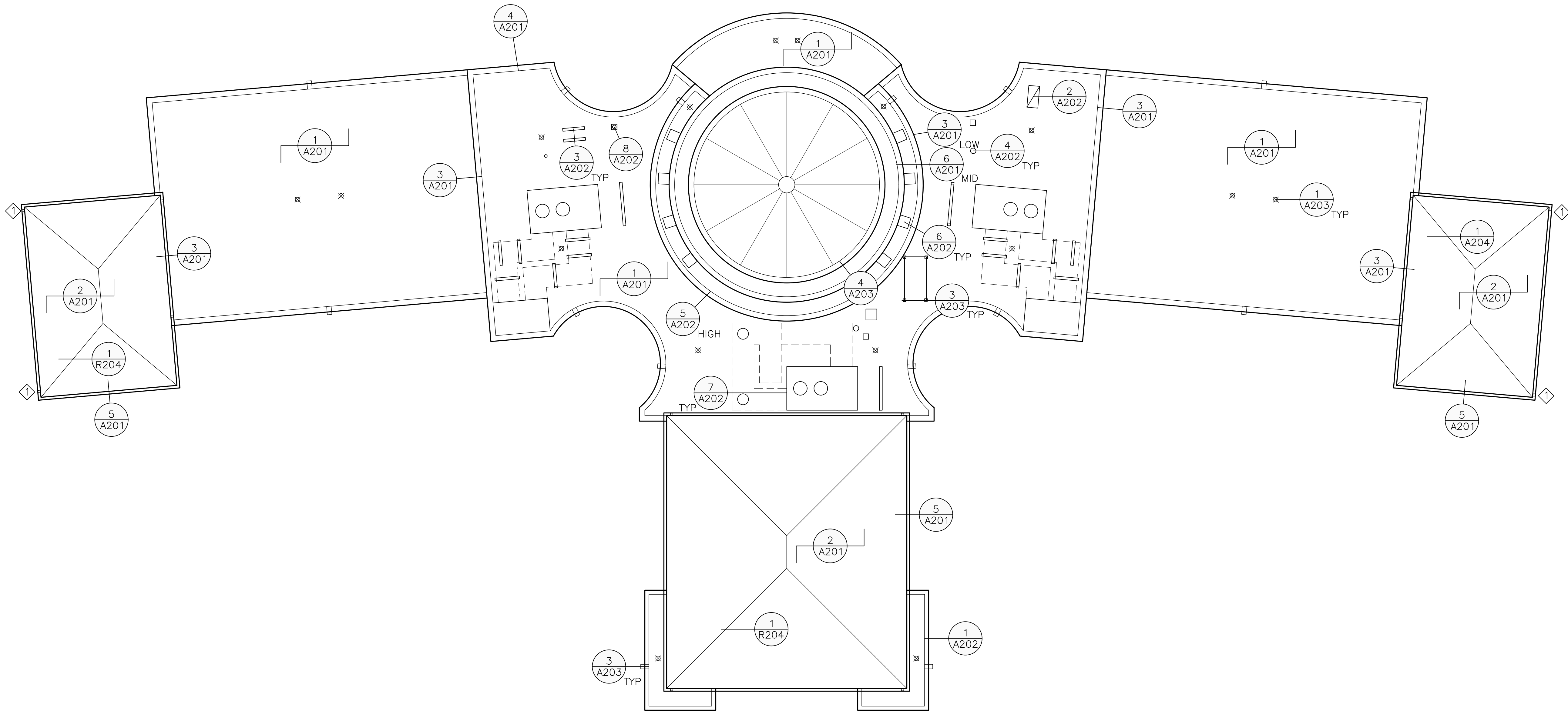
Roof Plan

A101

2 OF 6

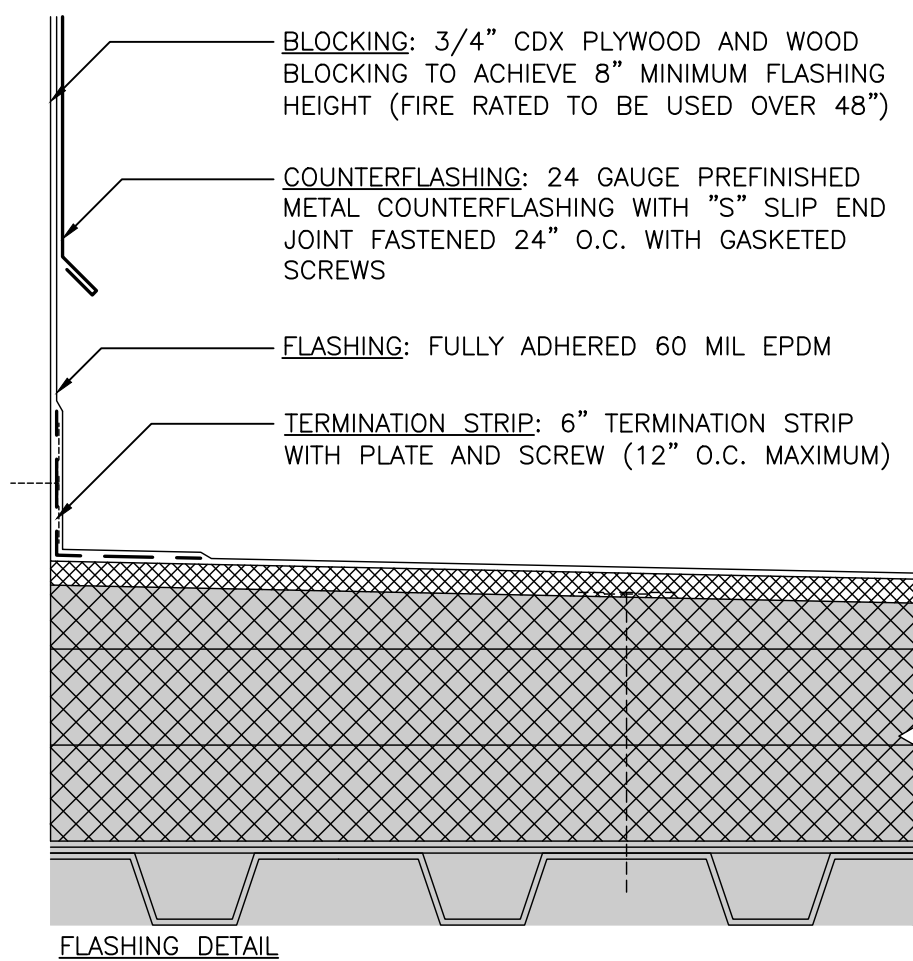
KEY NOTES

ID	DESCRIPTION
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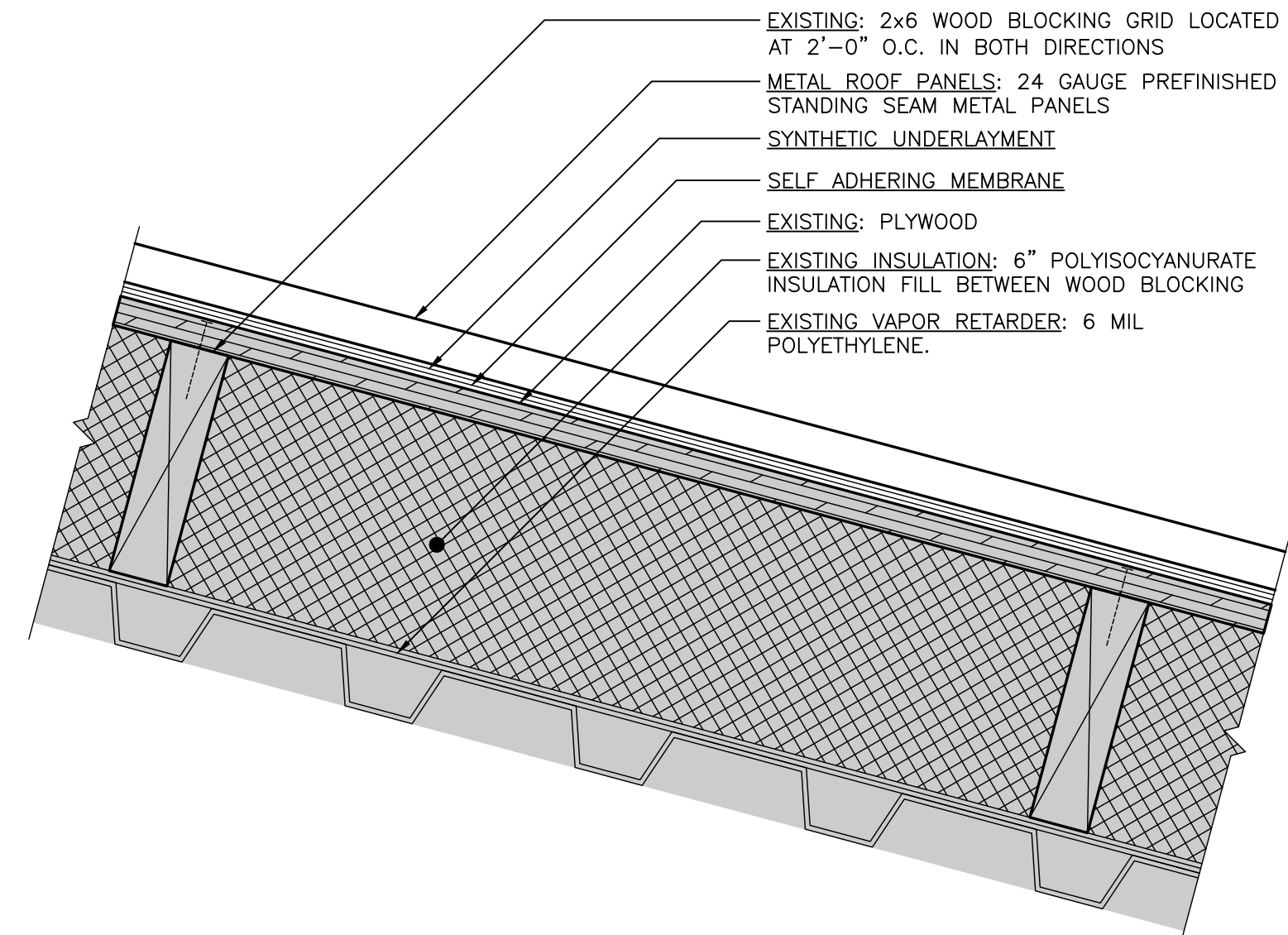
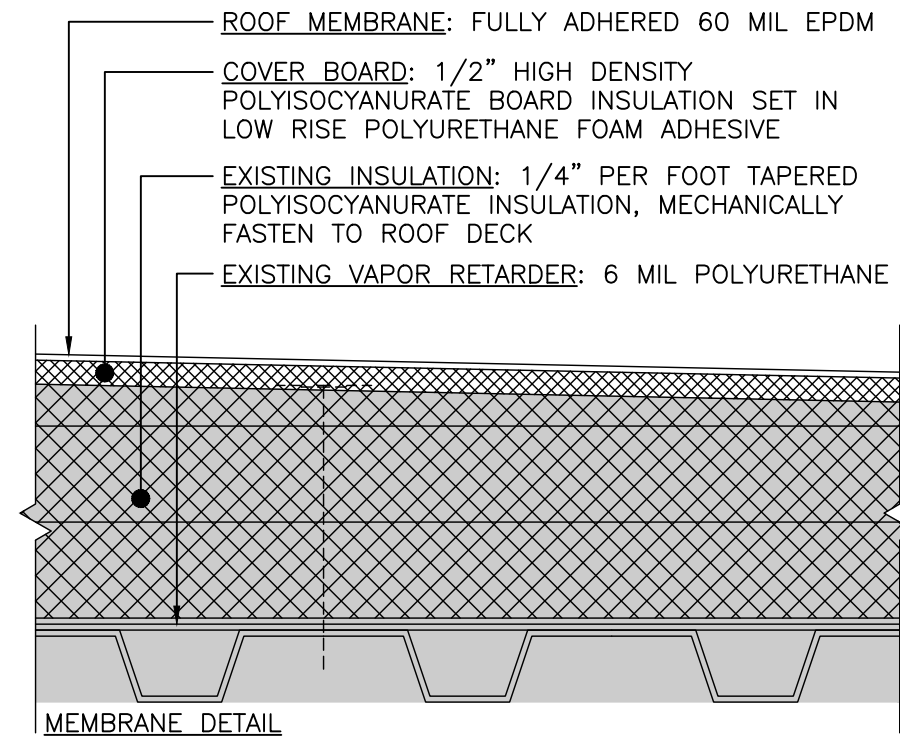


1 A101 ROOF PLAN
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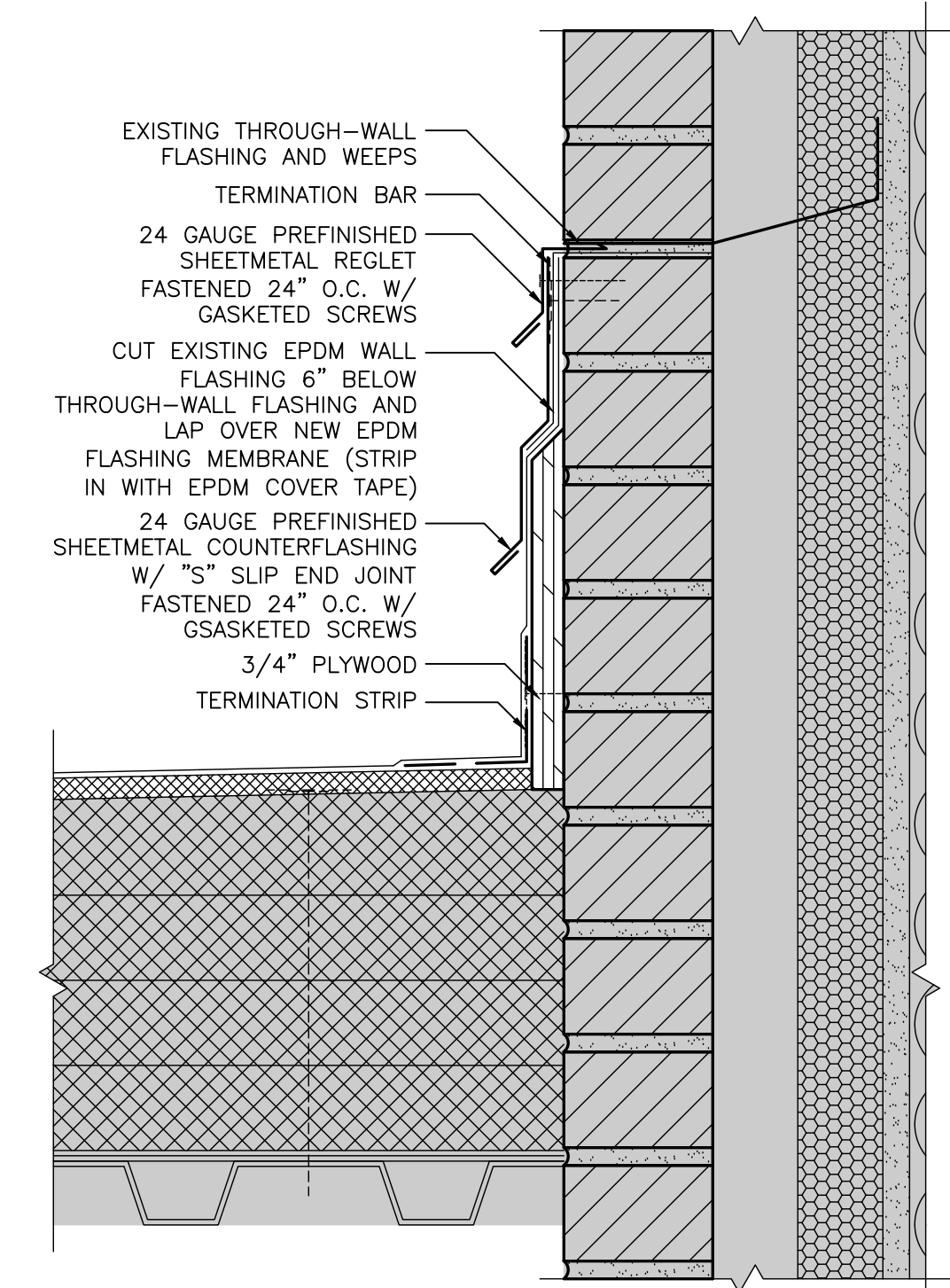




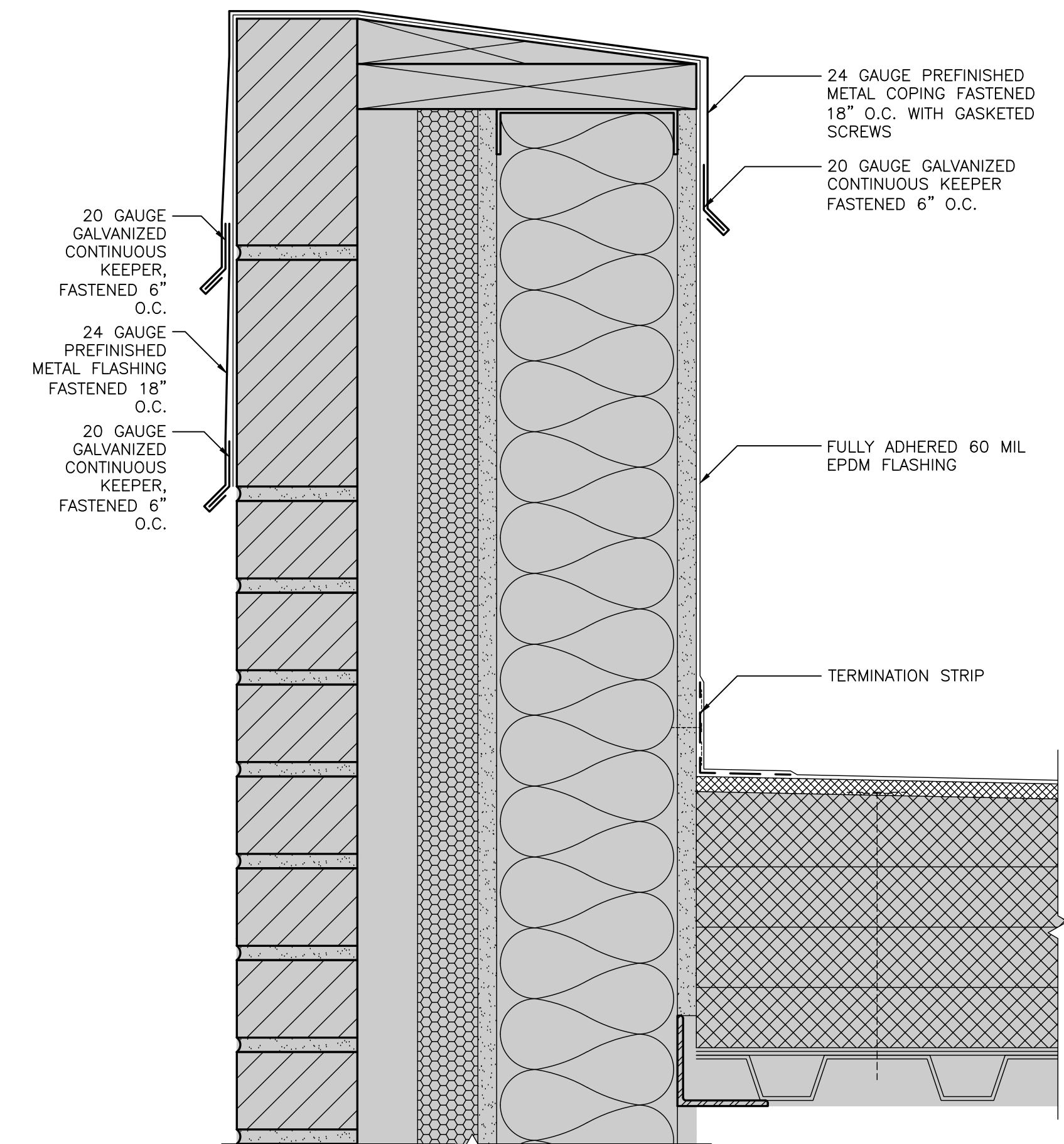
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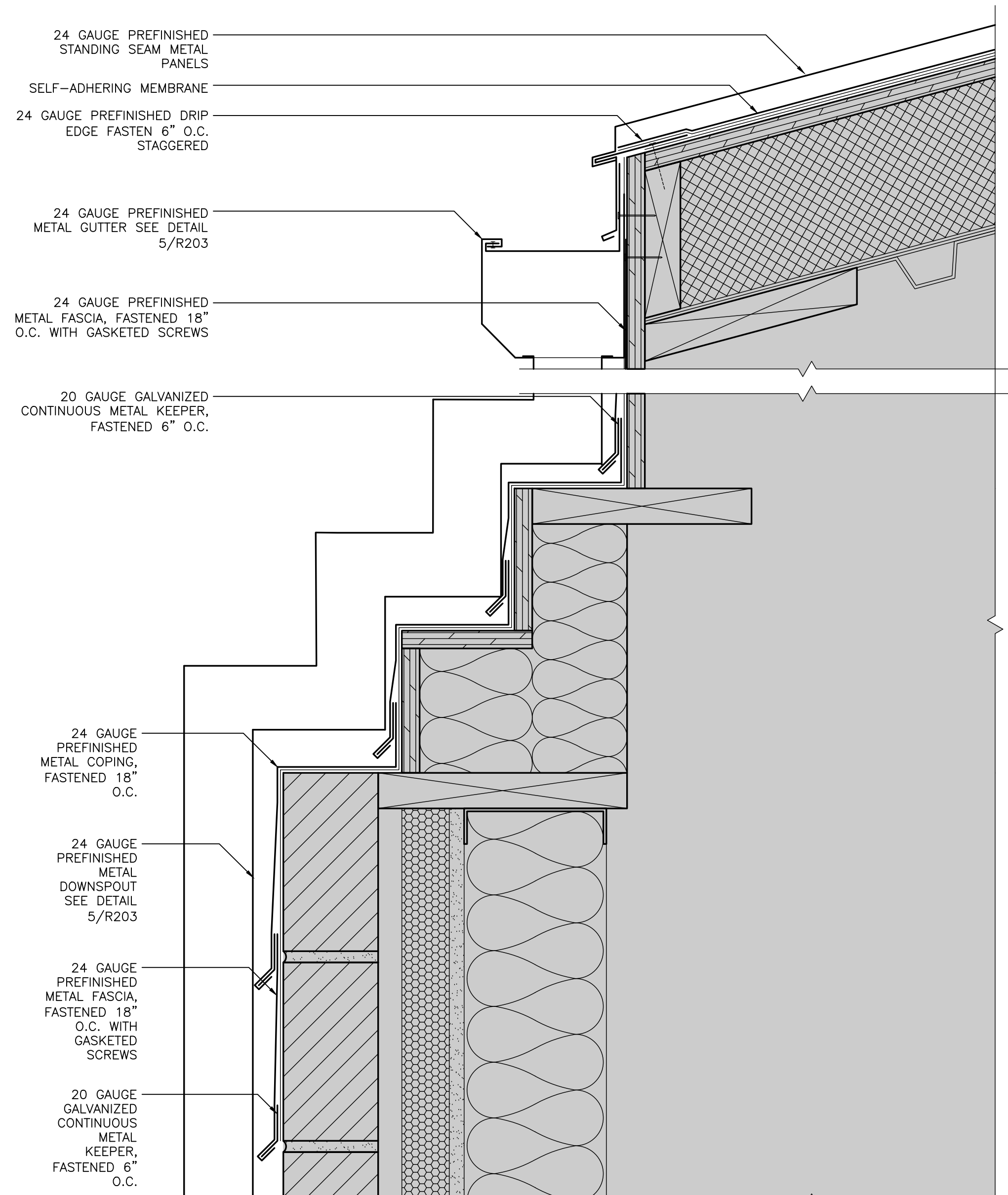
2 METAL ROOF SYSTEM DETAIL
A201 SCALE: 3"=1'-0"



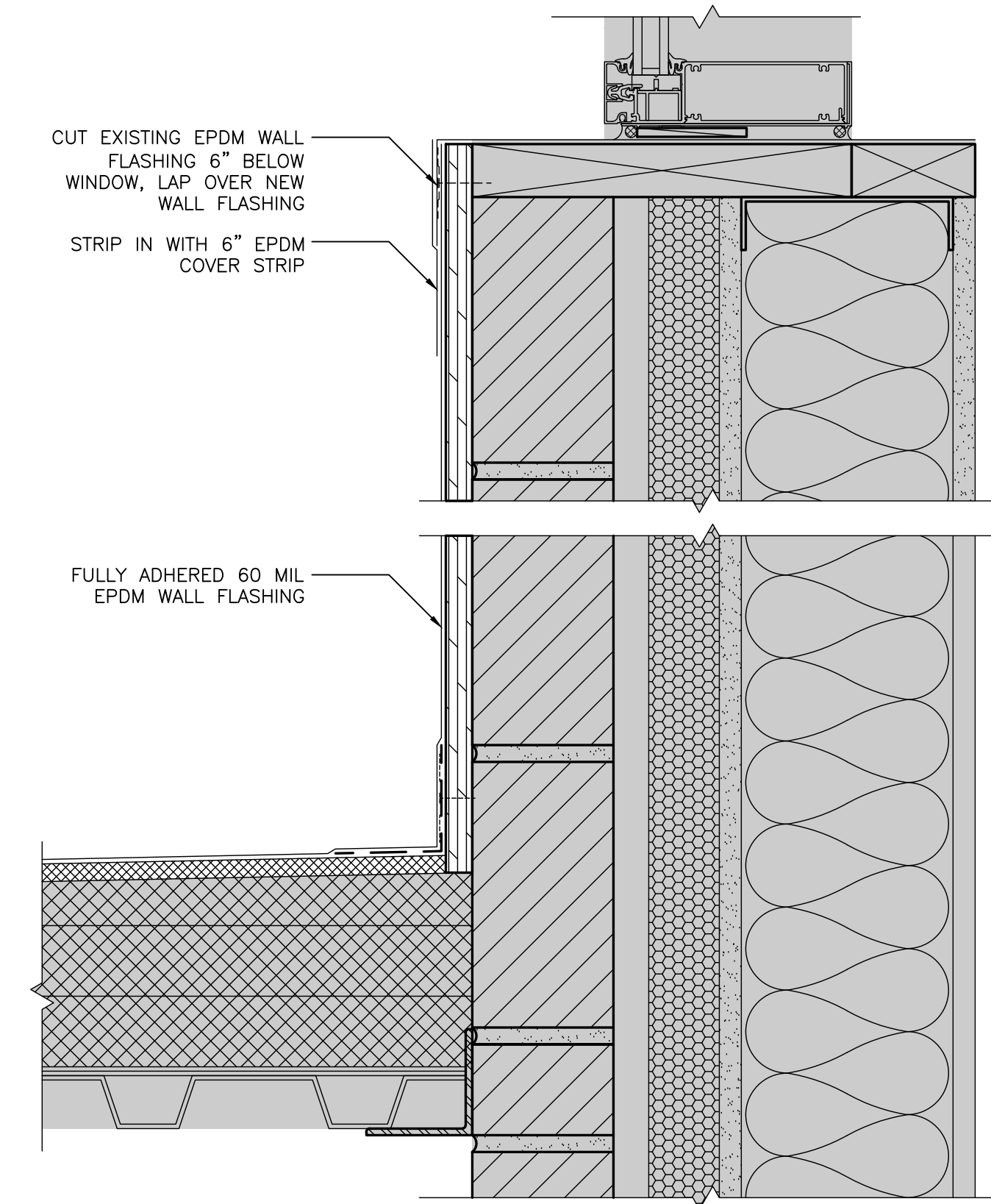
3 ROOF TO WALL DETAIL
A201 SCALE: 3"=1'-0"



4 PARAPET EDGE DETAIL
A201 SCALE: 3"=1'-0"



5 ROOF EDGE DETAIL
A201 SCALE: 3"=1'-0"



6 ROOF TO WALL DETAIL @ WINDOW
A201 SCALE: 3"=1'-0"



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Project Identification

CITY HALL ROOF REPLACEMENT
600 DEMERS AVE
EAST GRAND FORKS, MN 56721

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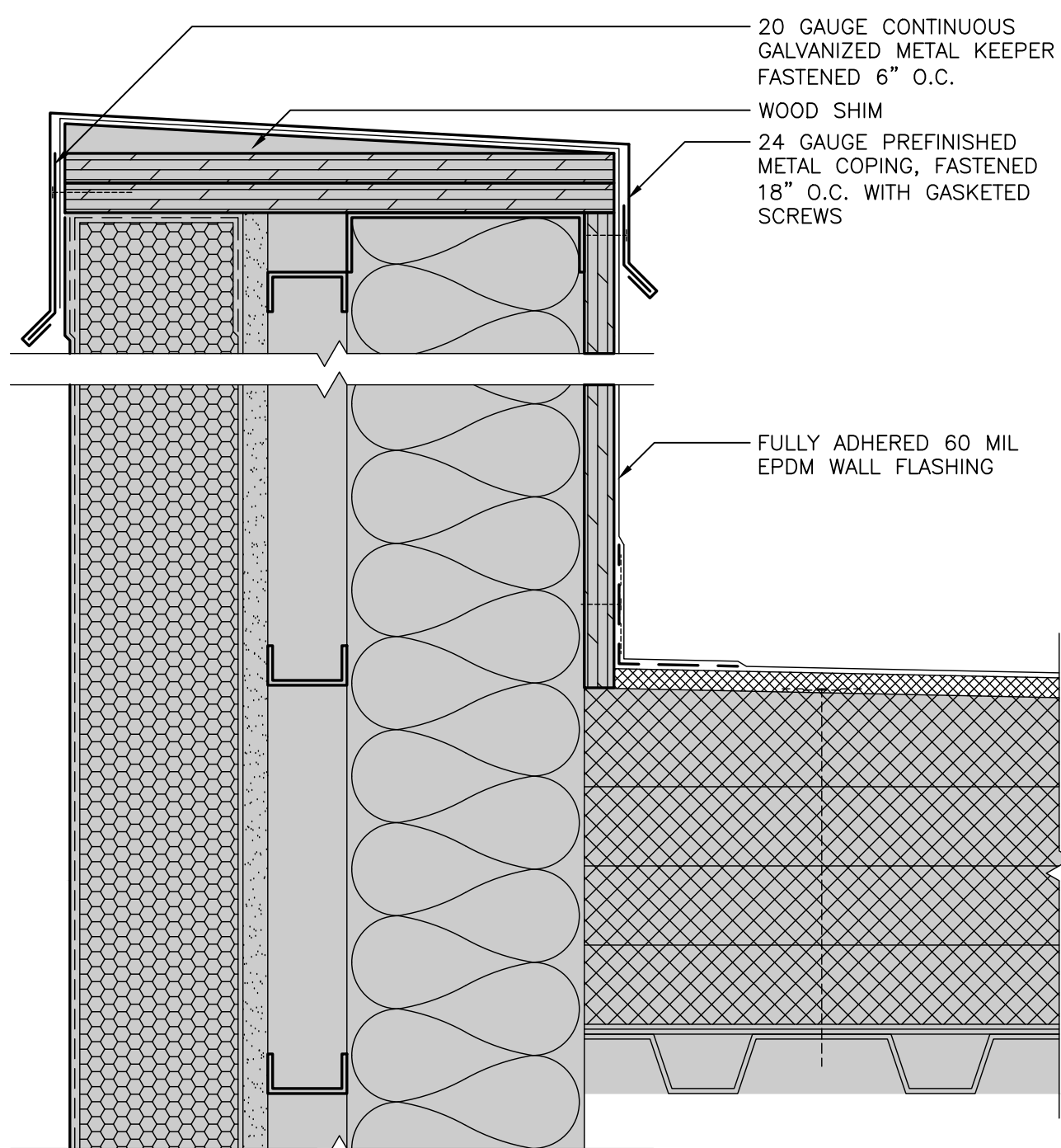
Project Manager: DT

Drawn By: MBO

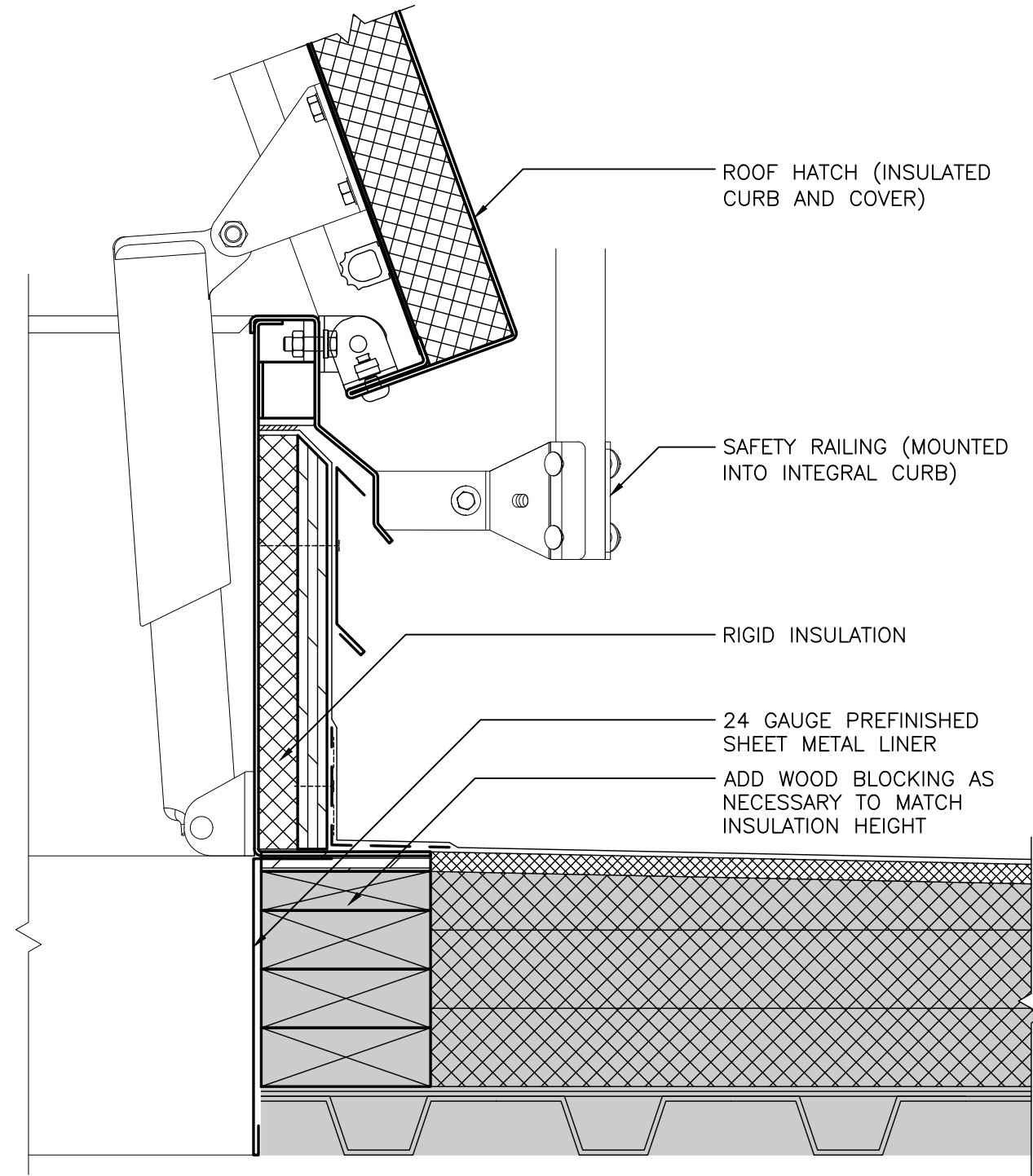
Sheet Title

Roof Details

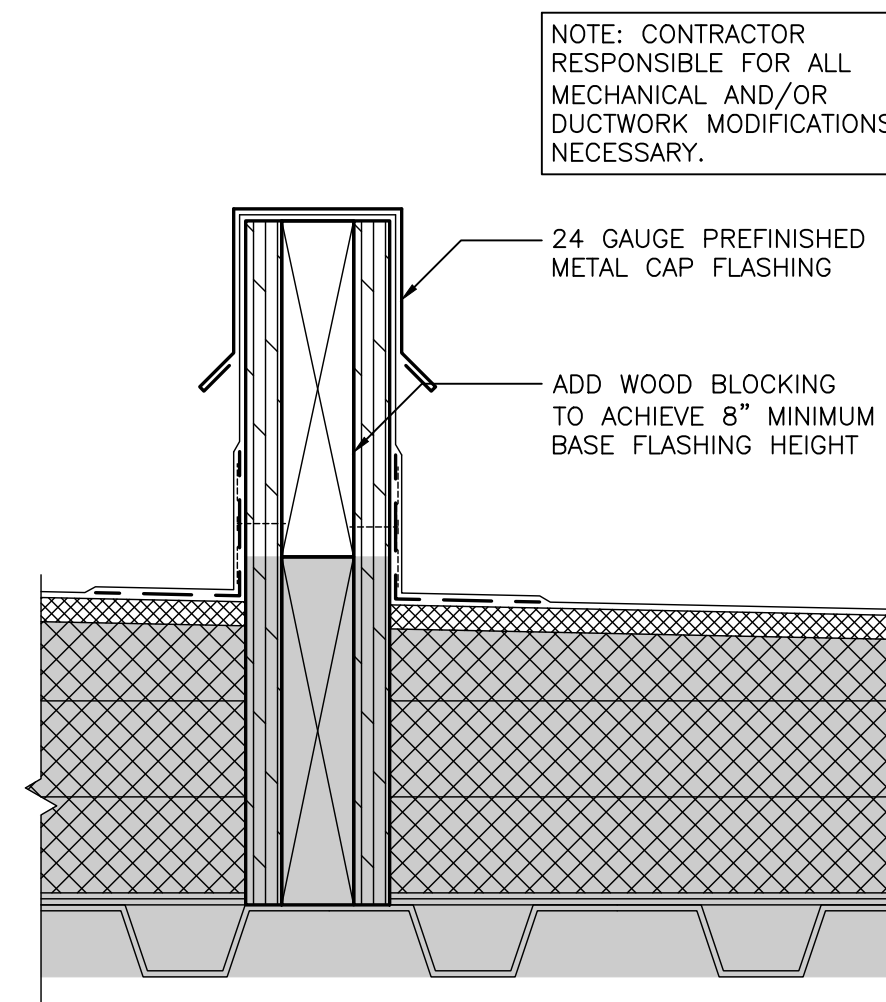
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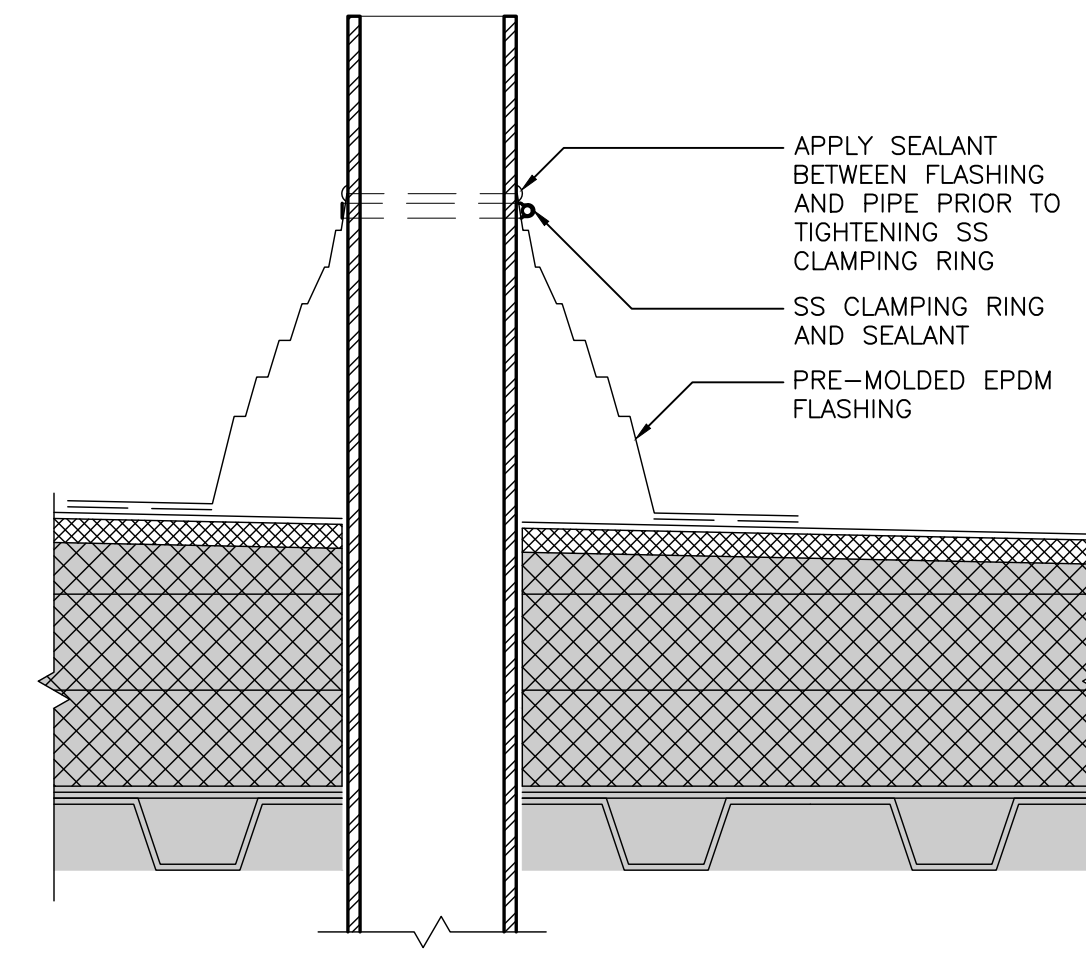
1 PARAPET EDGE DETAIL
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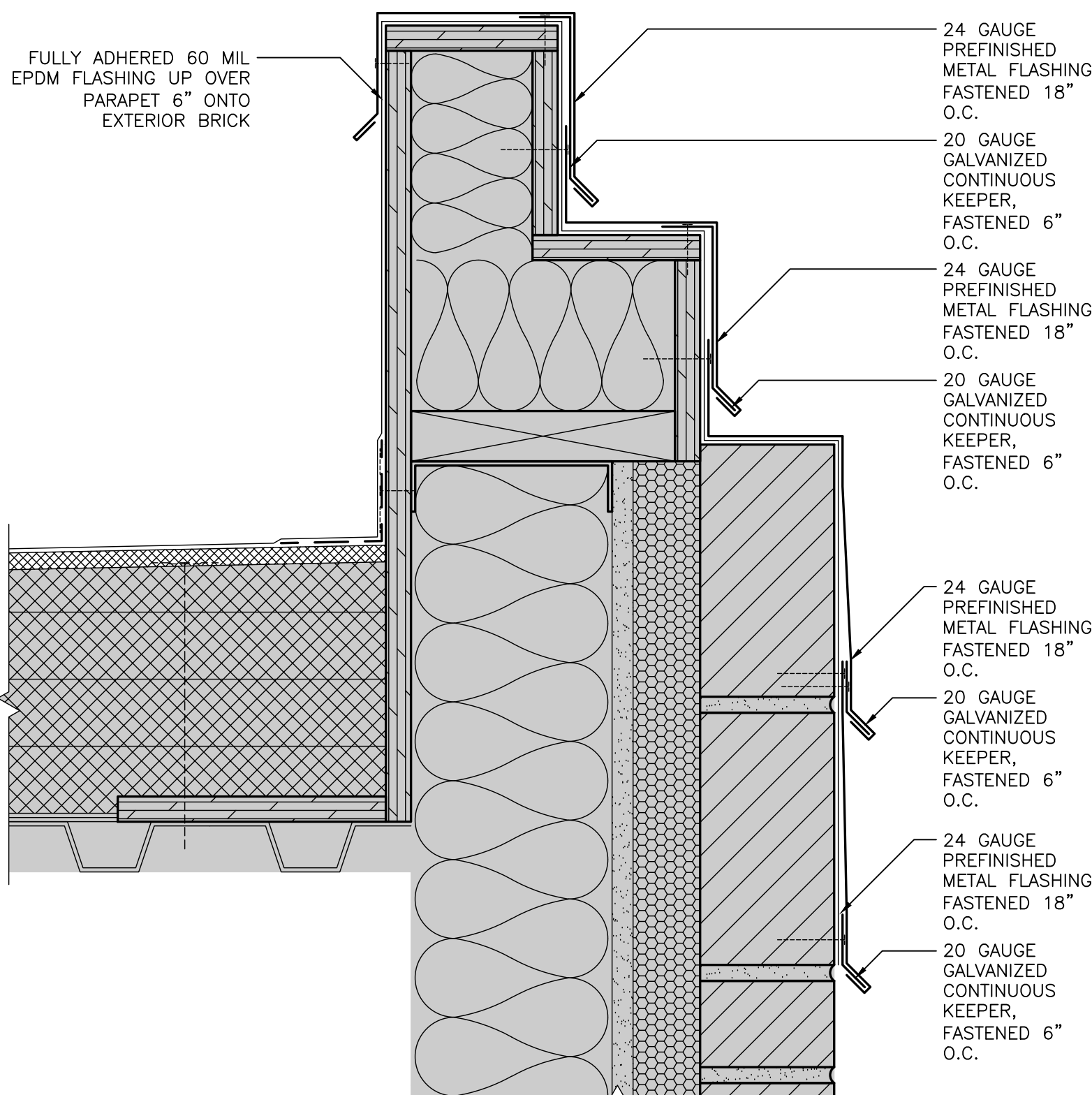
2 ROOF HATCH DETAIL
A202 SCALE: 3"=1'-0"



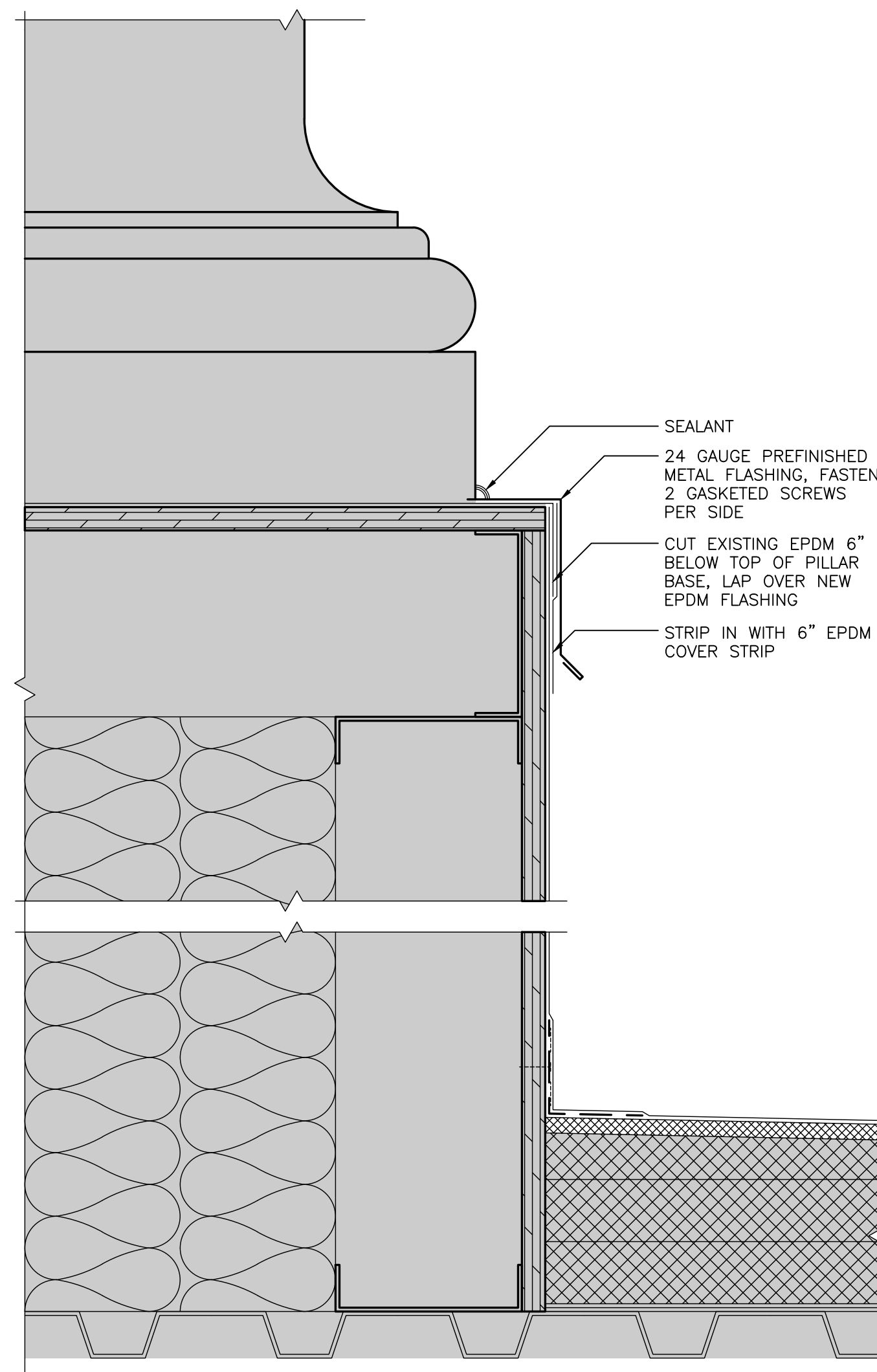
3 SLEEPER DETAIL
A202 SCALE: 3"=1'-0"



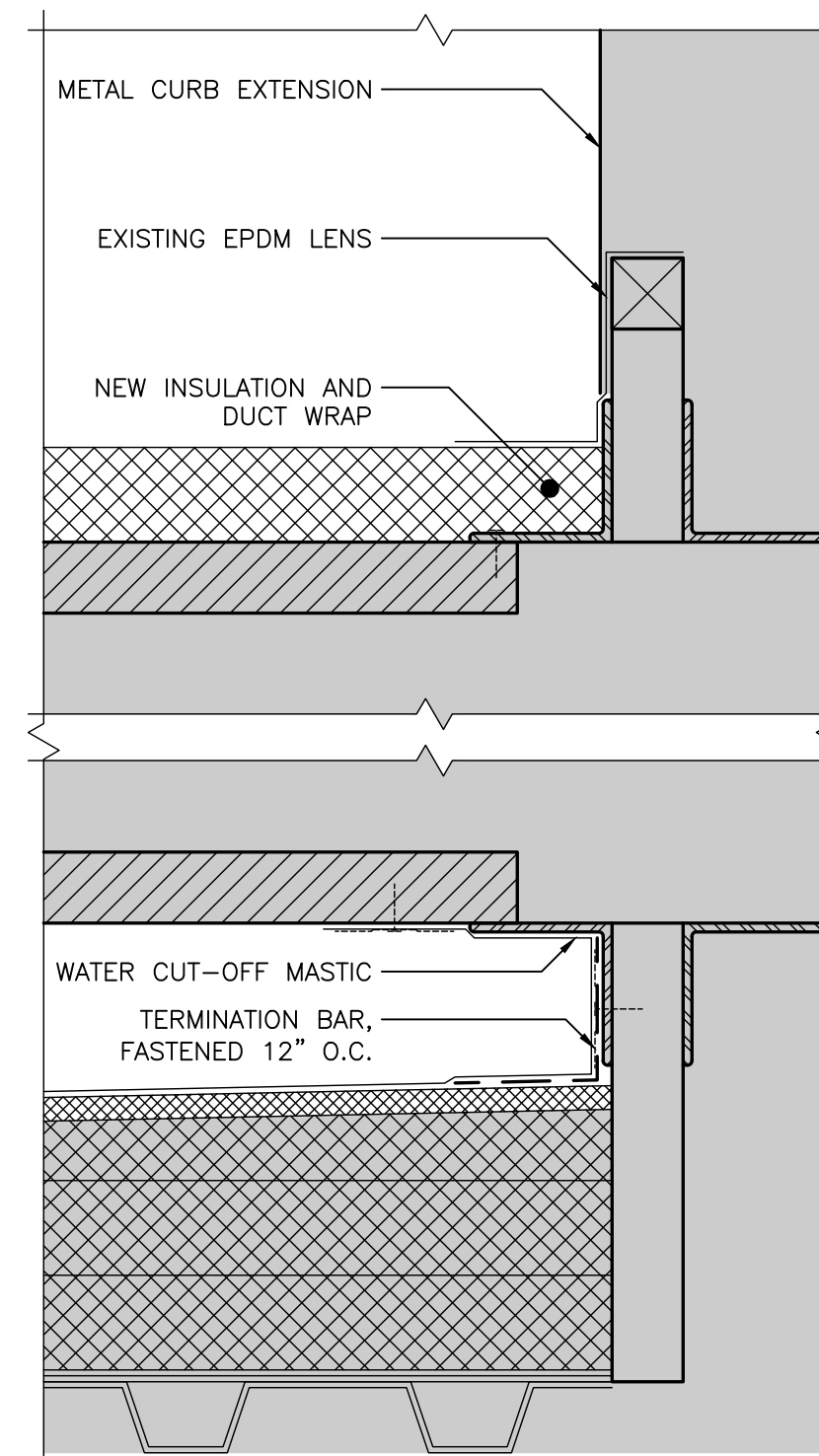
4 PIPE PENETRATION DETAIL
A202 SCALE: 3"=1'-0"



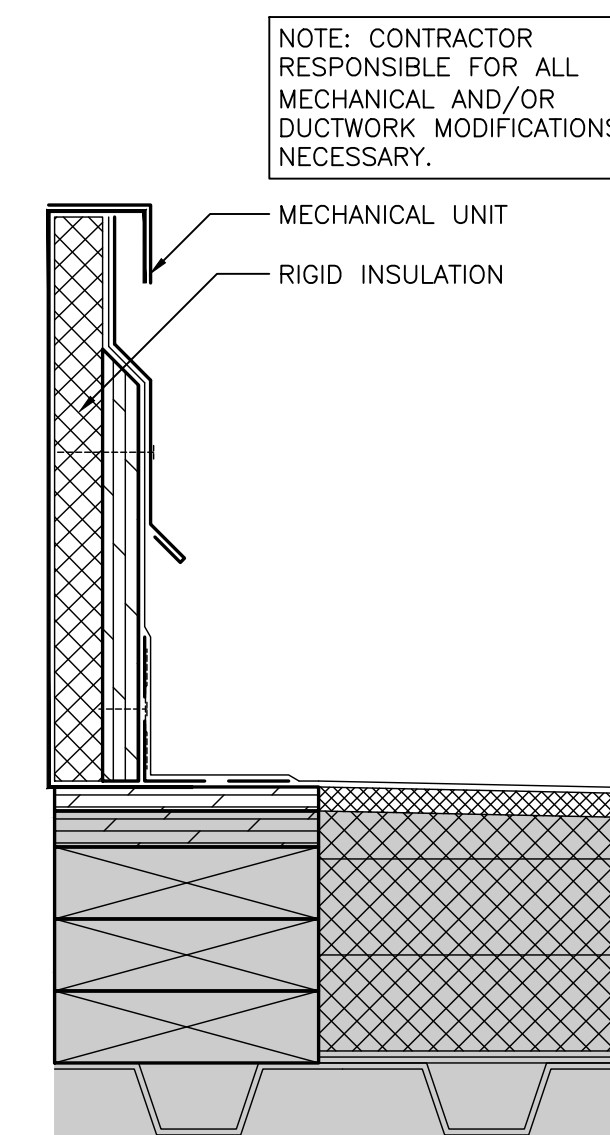
5 PERIMETER DETAIL
A202 SCALE: 3"=1'-0"



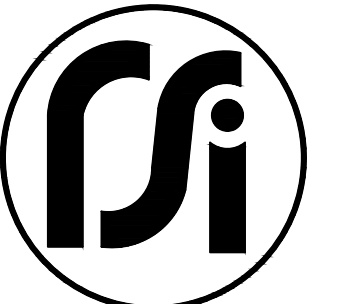
6 PILLAR DETAIL
A202 SCALE: 3"=1'-0"



7 HVAC CURB DETAIL
A202 SCALE: 3"=1'-0"



8 METAL CURB DETAIL
A202 SCALE: 3"=1'-0"



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Project Identification

**CITY HALL ROOF
REPLACEMENT**
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Project Manager: DT

Drawn By: MBO

Sheet Title

Roof Details

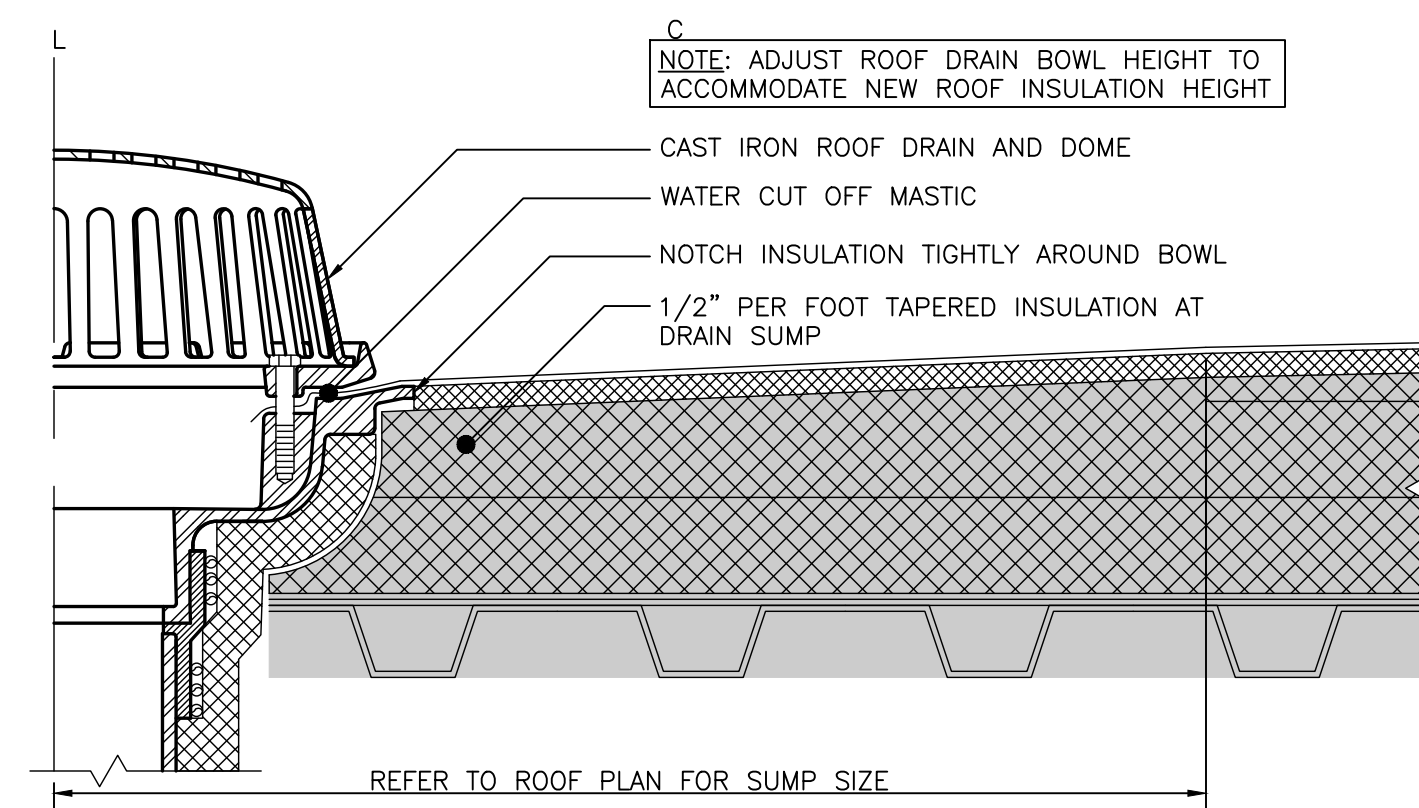
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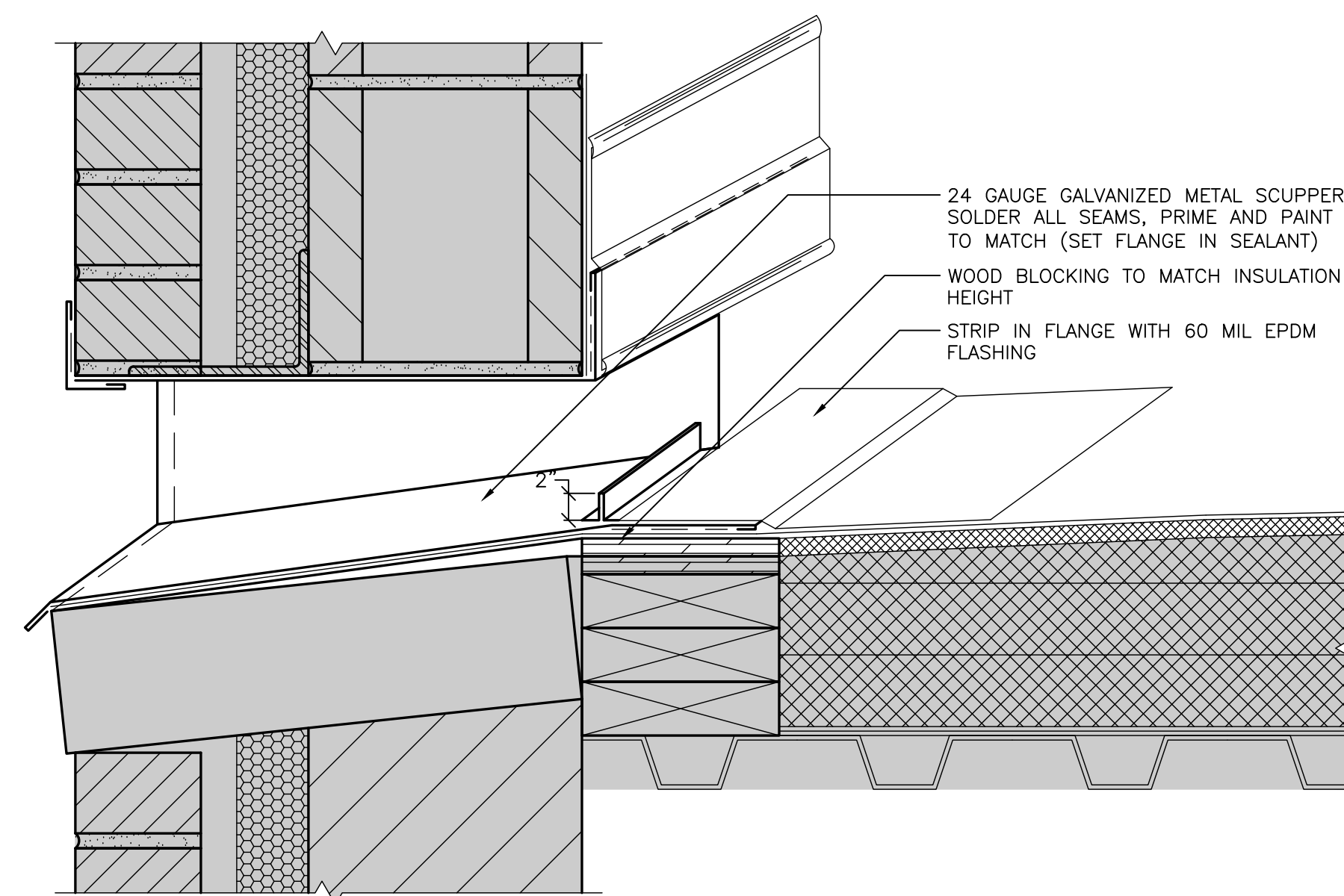
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Consultants:

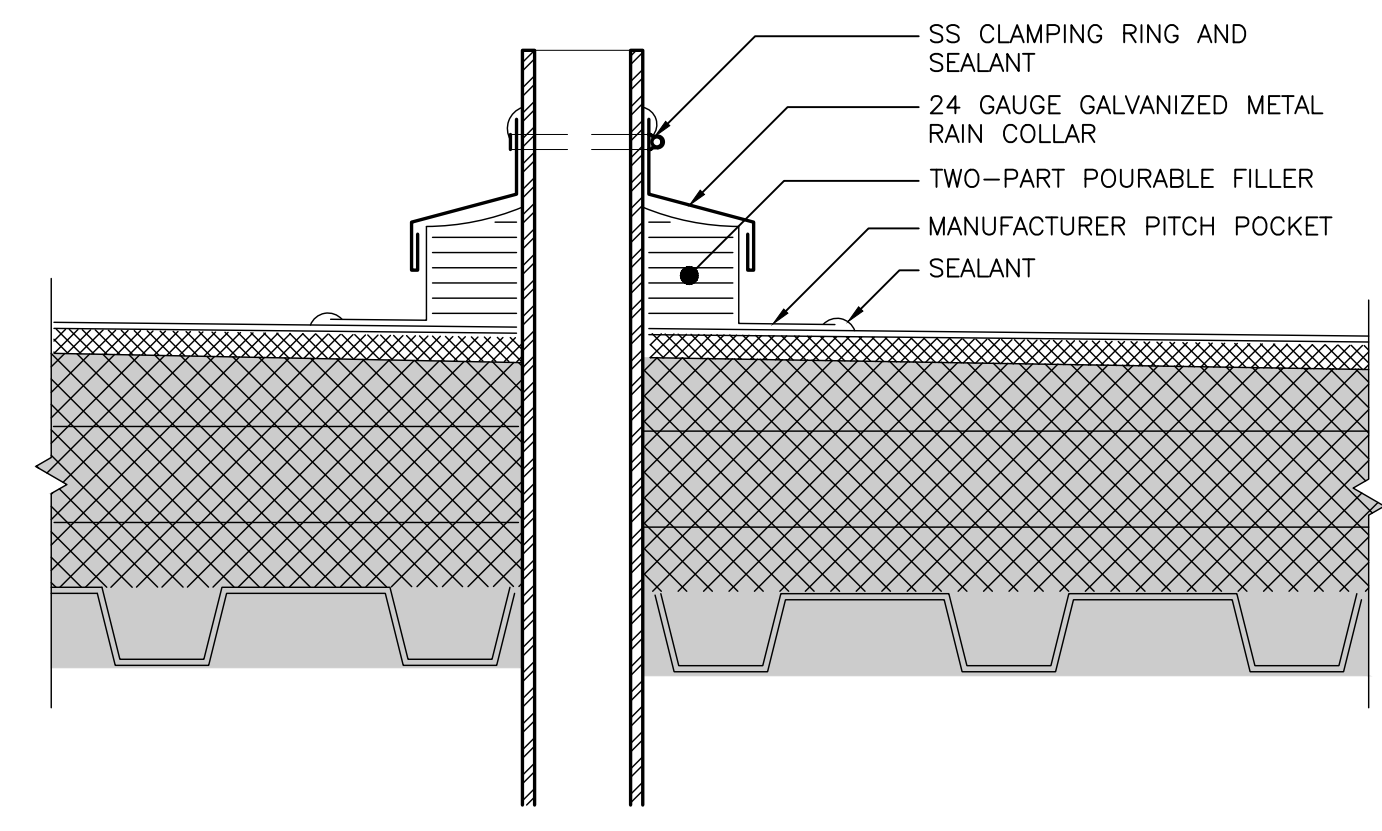
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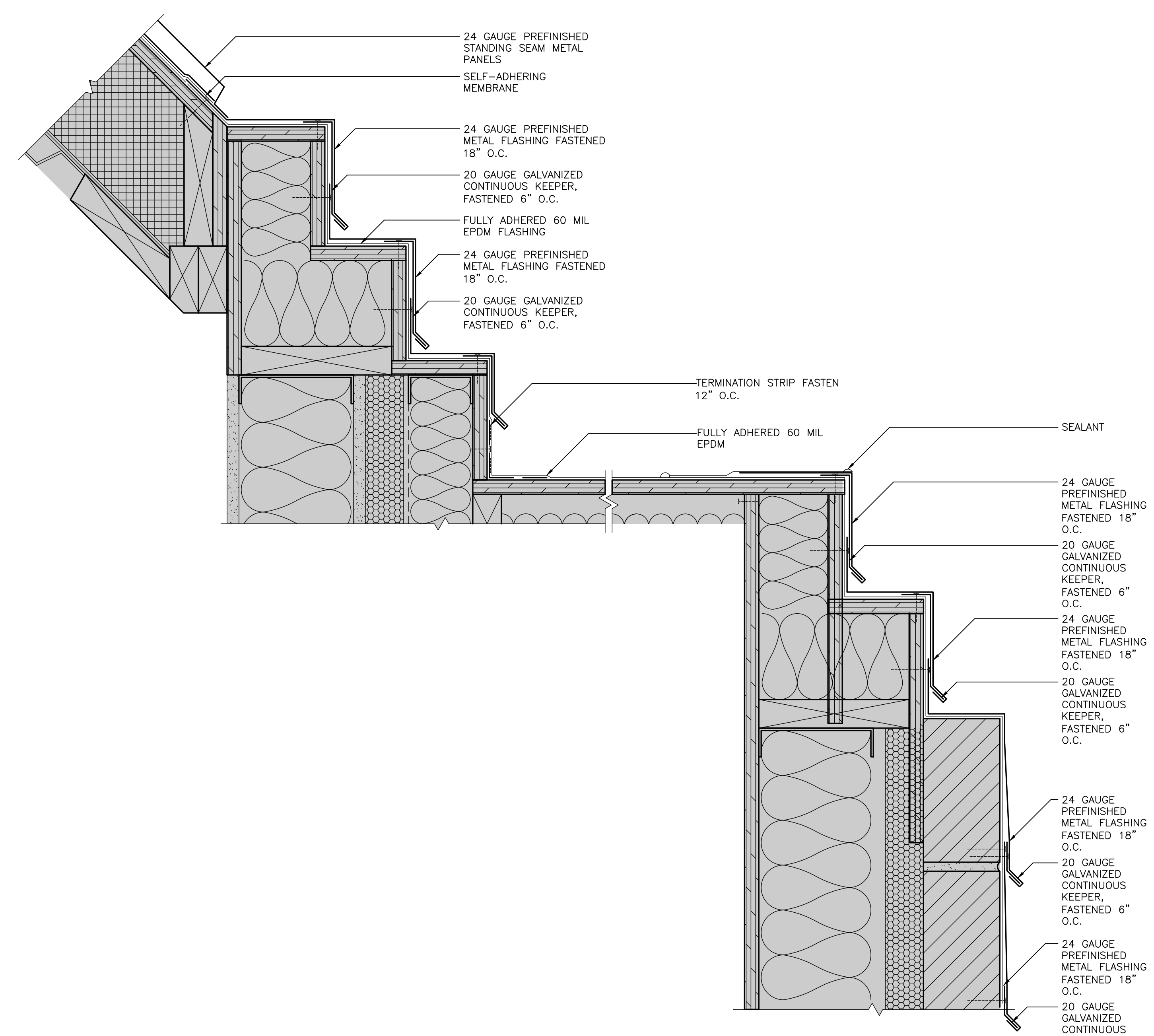
1 ROOF DRAIN DETAIL
A203 SCALE: 3"=1'-0"



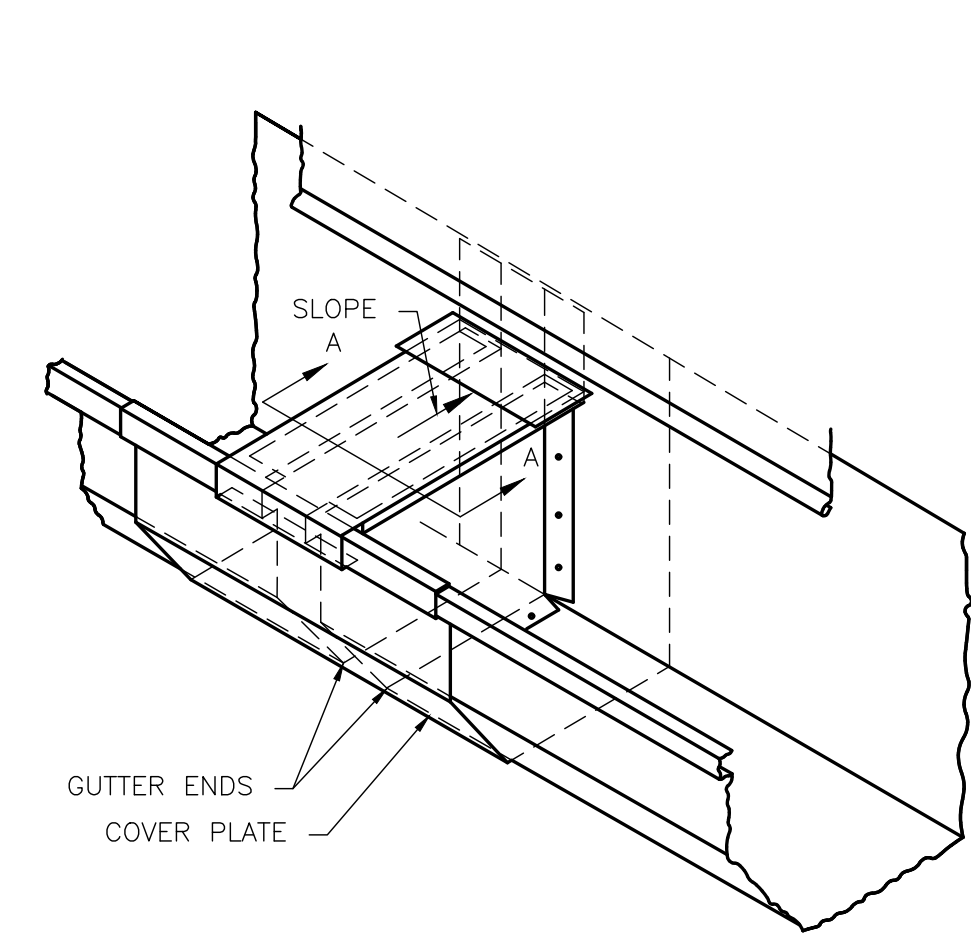
2 OVERFLOW SCUPPER DETAIL
A203 SCALE: 3"=1'-0"



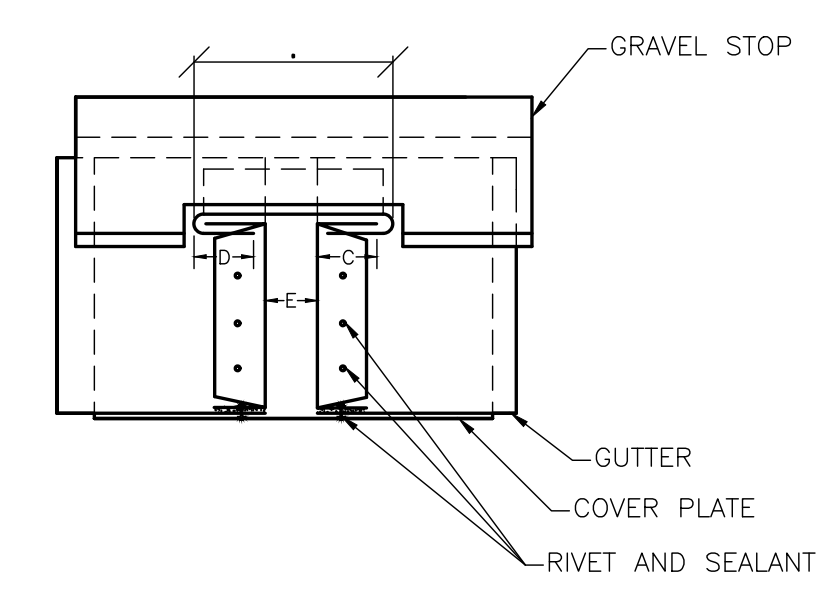
3 PITCH POCKET DETAIL
R203 SCALE: 3"=1'-0"



4 PERIMETER DETAIL @ ROOF DOME
A203 SCALE: 3"=1'-0"

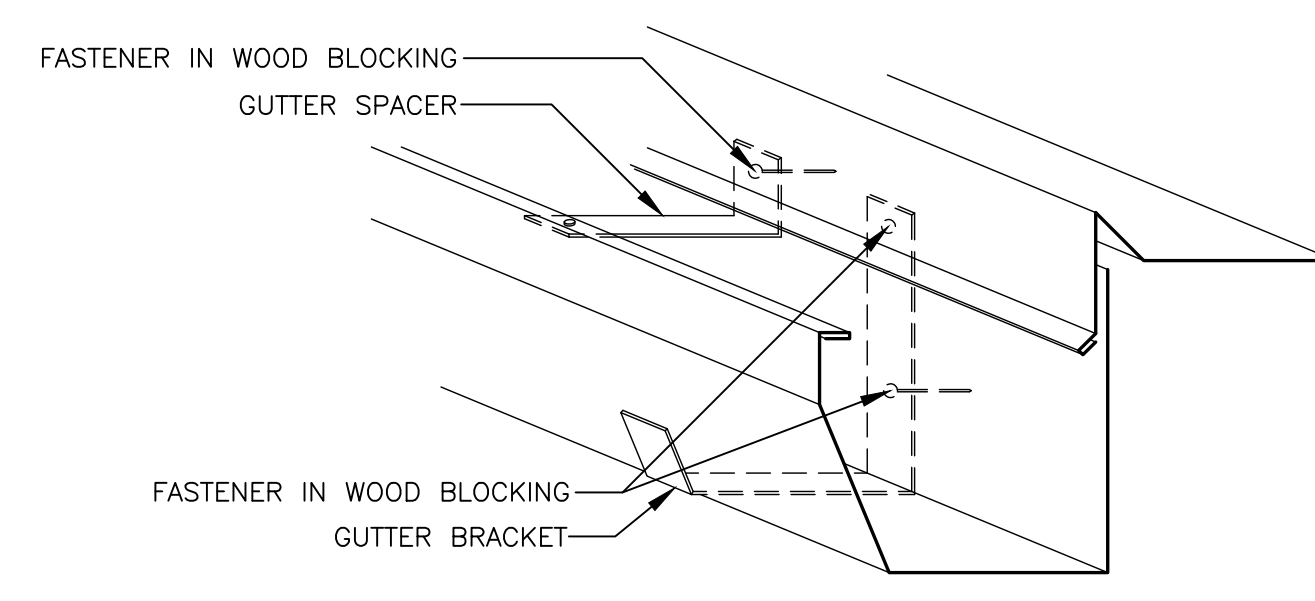


EXPANSION JOINT



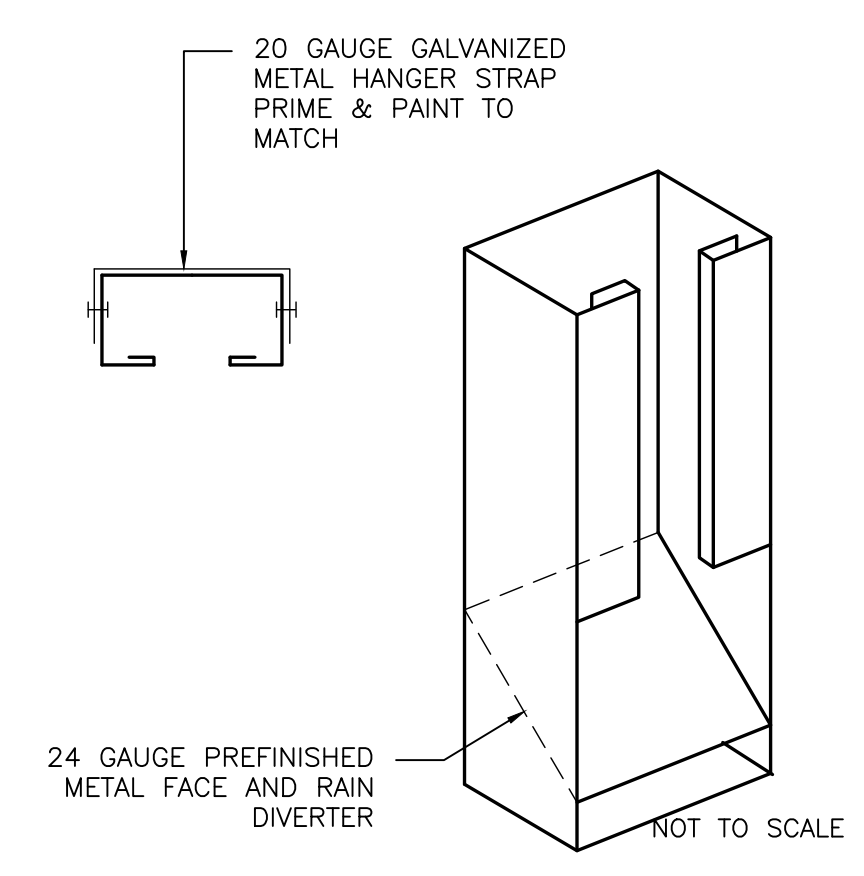
DIMENSIONS	
B	2 1/2"
C	5/8"
D	5/8"
E	3/4"

NOTES:
GUTTER ENDS ARE FLANGED AT THE TOP, RIVETED AND SOLDERED INTO EACH SECTION OF GUTTER. SECTIONS ARE JOINED AND A CAP IS USED TO COVER THE JOINT AS SHOWN IN SECTION A-A. VALUES FOR DIMENSIONS B,C,D AND E ARE GIVEN IN THE TABLE.
A COVER PLATE IS USED PRIMARILY TO HIDE THE EXPOSED EXPANSION JOINT. THE COVER PLATE MUST NOT BE ATTACHED IN A MANNER THAT WILL RESTRICT THE MOVEMENT OF THE GUTTER SECTIONS. IT SHOULD ALSO SLOPE DOWN TO THE BACK OF THE GUTTER.



NOTES:
GUTTER BRACKETS (MINIMUM 1/8" X 1") ARE INSTALLED ON 36" MAXIMUM CENTERS AND SECURED TO FASCIA BOARD OR NAILERS BY TWO FASTENERS.
SPACERS SHOULD BE FABRICATED FROM FLAT-STOCK (MINIMUM 1/16" X 1") OF THE SAME MATERIAL AS THE GUTTER. SPACERS SHOULD ONLY BE FASTENED TO FRONT AND BACK OF GUTTER AND SPACED ALTERNATELY WITH BRACKETS.

HANGER BRACKETS



DOWNSPOUT

5 GUTTER DETAIL
R203 NTS

Project Identification
CITY HALL ROOF REPLACEMENT
600 DEMERS AVE
EAST GRAND FORKS, MN 56721

PROFESSIONAL ENGINEER
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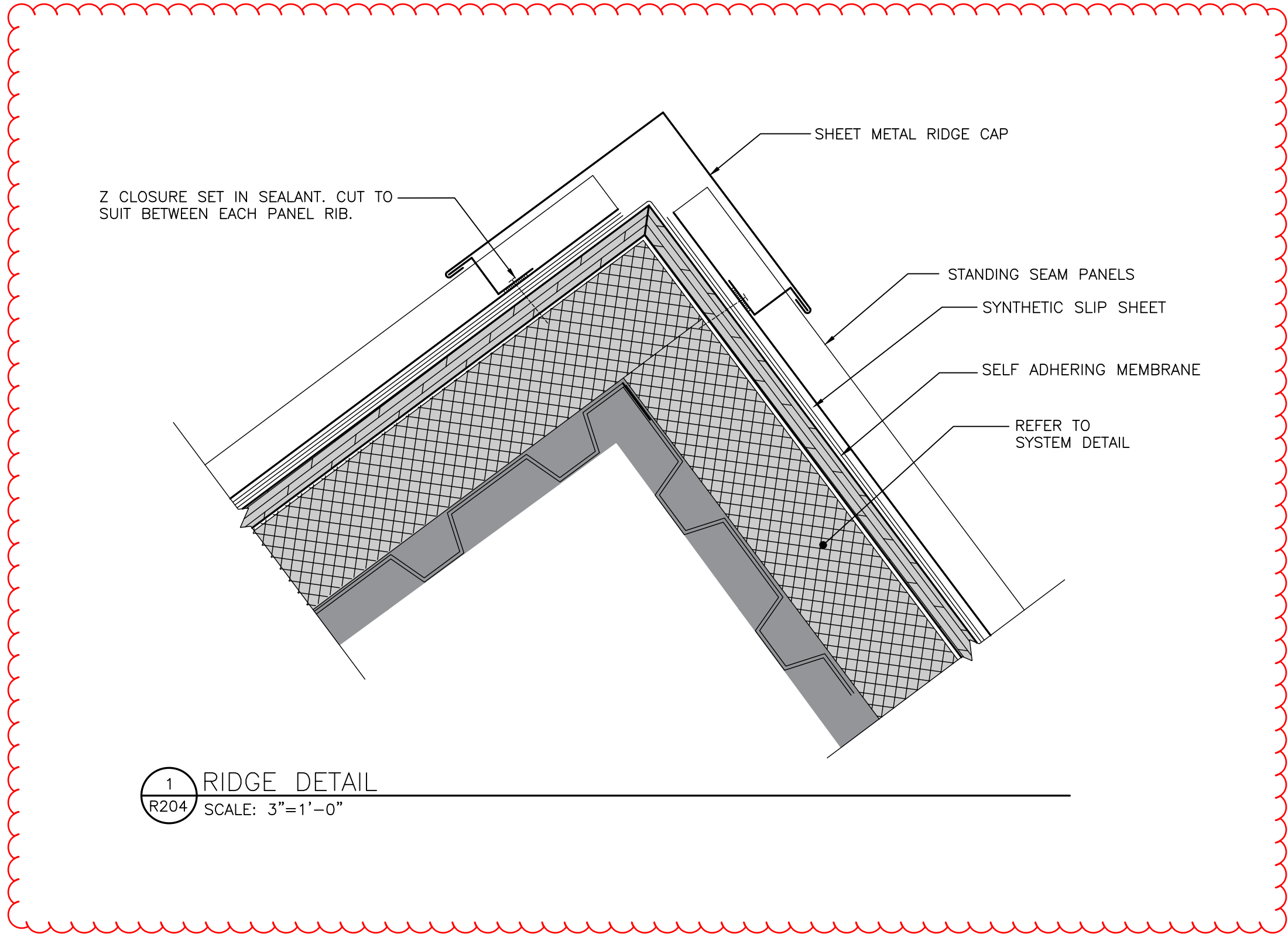
SIGNATURE: *William F. Waugh*
William F. Waugh, P. E.

DATE: 2-8-2024 LICENSE # 40940 MN Reg. No.

RSI Project #: 23-13928-02
Project Manager: DT
Drawn By: MBO

Sheet Title
Roof Details
A203

5 OF 6



2400 Prior Ave. N.
St. Paul, Minnesota 55113
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Consultants:

ISSUE RECORD		
MARK	DATE	DESCRIPTION
	12/12/23	DD SET
	12/21/23	CD SET
	2/8/2024	CONSTRUCTION DOCUMENTS
⚠	3/7/2024	ADDENDUM #1

Project Identification

CITY HALL ROOF
REPLACEMENT

600 DEMERS AVE
EAST GRAND FORKS, MN 56721

PROFESSIONAL ENGINEER

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Project Manager: DT

Drawn By: MBO

Sheet Title
Roof Details
A204



**2400 Prior Avenue N.
St. Paul, MN 55113
651-639-0644
www.rsi-be.com**

**PROJECT: City Hall Roof Replacement
600 Demers Avenue
East Grand Forks, MN 56721**

**DATE: December 26, 2023
RSI PROJECT #23-13928-02**

**REPORTED TO: City Of East Grand Forks
600 Demers Avenue
East Grand Forks, MN 56721**

Attn: Nancy Ellis

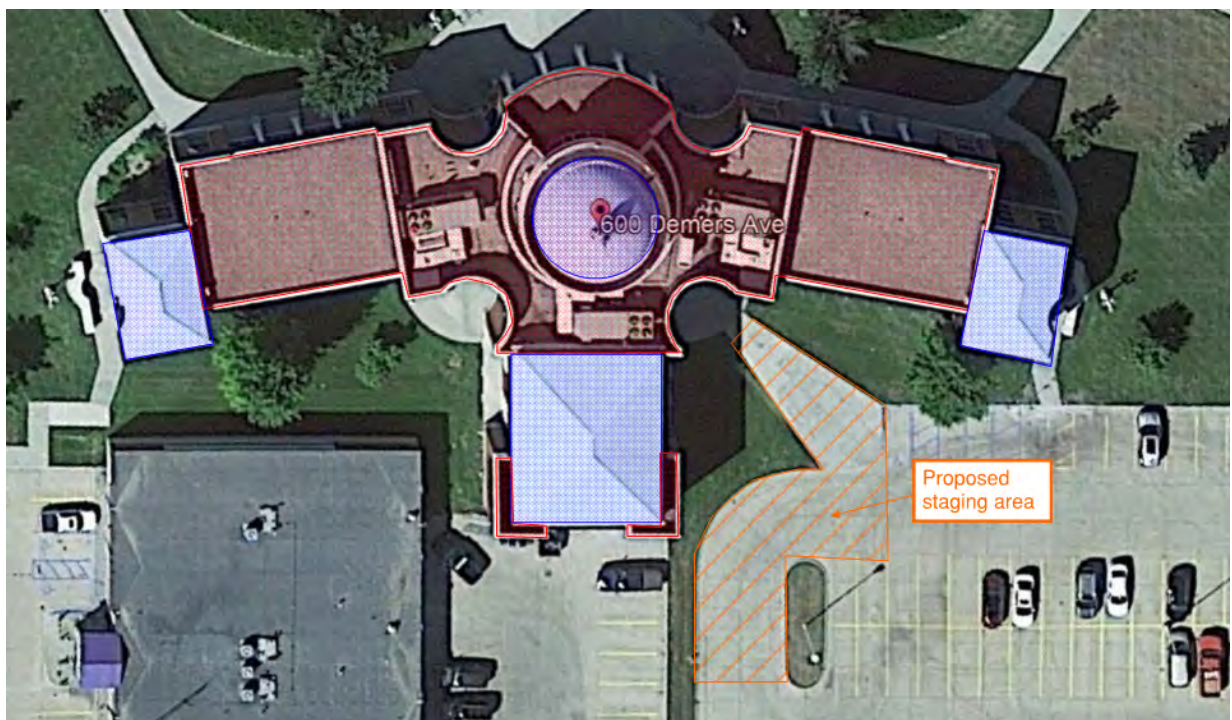
SCHEMATIC DESIGN REPORT

<u>Table of Contents:</u>	<u>Page</u>
Title Page	1
Project Scope	2 - 4
Design Considerations	4 - 5
Opinion of Probable Construction Costs	6
Estimated Schedule	6
Comments	6
Schematic Design Review Documents	Attached

PROJECT SCOPE

General:

The project will consist of roof replacement of approximately 9,800 sq. ft. of existing ballasted EPDM roofing. (Areas shown highlighted in red) An add alternate pricing for replacement of approximately 5,900 sq. ft. of standing seam metal panel roofing will be incorporated into the specifications. (Areas shown highlighted in blue) Work will also include removal and replacement of the existing duct wrap and insulation. The proposed staging area is highlighted in orange. The goal of this roof system is to provide an easier maintainable roof with an effective service life of 20+ years.



Existing Roof System:

The existing low slope roof system (Highlighted in red above) consists of a ballasted EPDM roof membrane over a 1/4" per foot tapered insulation system starting at a minimum height of 4 1/2". This gives a minimum R value of approximately 25 with an average R value of approximately 36. Drainage is accomplished via internal primary roof drains and external overflow scuppers. The roof system is supported by steel bar joists and a metal roof deck. No areas of ponding water were noted indicating the roof drainage is adequate.

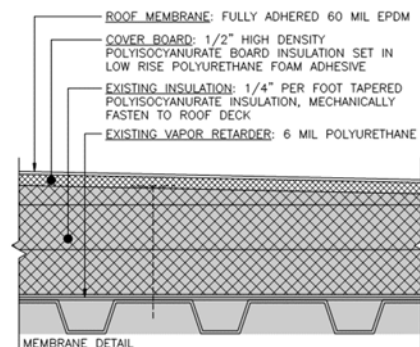


The steep slope roof system (Highlighted in blue above) consists of a snap lock standing seam metal panel roof over 2 plies of organic roofing felt, 5/8" plywood sheathing and 6" of rigid insulation. The roof is supported by a steel roof deck and steel trusses. Drainage is accomplished via 4/12 structural slope with water allowed to free fall to a lower roof area and/or to grade.



New Roof System:

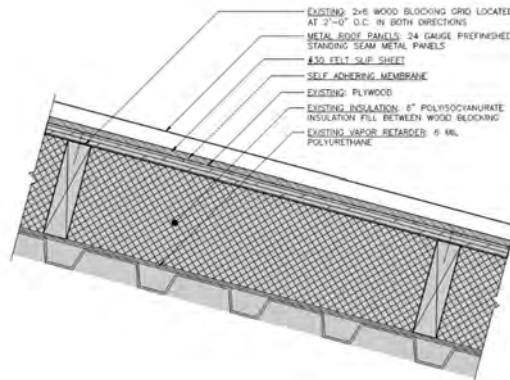
The new low slope roof system will consist of completely removing the existing aggregate ballast and EPDM roofing membrane. The existing tapered polyisocyanurate insulation system will be re-used to the greatest extent possible. The existing insulation will be mechanically fastened using screws and plates to the existing metal roof deck to meet wind uplift requirements. One layer of new 1/2" high density polyisocyanurate insulation will be set in urethane insulation adhesive. The new roof system will promote proper roof drainage and have a minimum R value of 27.5 and an average R value of 36.4 throughout the low slope roof areas. This does not meet current code of a minimum R value of 35. However, due to the existing construction of the overflow scuppers and the low height of the duct work, adding insulation to meet code will block the overflow scuppers and exacerbate the low duct work.



Sheet metal components throughout the roof will consist of a 24-gauge prefinished sheet metal flashing.

There will be an alternate bid for the steep slope or metal panel roof areas. We will install new self-adhering membrane and manufacturer approved synthetic felt to the entire roof surface. We will add a gutter and downspout system to reduce water cascading over the 3 step

perimeters on these roof areas. The existing six inches of insulation gives these roof areas a minimum R-value of 34.85. This is very close to, but does not meet current code requirements of a minimum R-value of 35. If the city's code enforcement officer wants us to increase it to get above 35, we could add an additional layer of 3/4" plywood to the roof surface to bring it up to 35.80. This option will add weight to the structure which is unnecessary as the increase in R-



value is so low you will never offset the cost of the added plywood.

DESIGN CONSIDERATIONS

1. Staging for the project will take place in the parking lot near the rear entrance. Additionally, coordination will be required during construction and it may be necessary to temporarily block the rear entry to hoist materials to the roof and the front entry while roofing the vestibule roof area. The staging area will be fenced in and is indicated on the project drawings. The contractor will be responsible for repairing any damage to the staging area upon completion of the project.
2. The building will be occupied during construction. The primary disruptions for the building occupants will be noise from the removal of the existing aggregate ballast and roof membrane. Close coordination will be necessary with the facility to ensure any sensitive operations are rescheduled during roof demolition.

3. To perform the re-roofing work, roof top units will have to be temporarily shut down while the work is being completed. Disconnection and modifications to the duct work would be necessary. Currently the duct work penetrates the roof curb approximately 3 ½" above the roof surface. Manufacturers require a minimum of 8" of flashing height. It may be necessary to raise and/or modify the duct work to properly flash the roof curbs. Additionally, to change the filters on the HVAC unit, maintenance personnel are standing on the duct work and damaging it. We recommend installing a free-standing catwalk at the three HVAC locations. (See photographs to the right)



4. On the existing standing seam metal roof areas, the water is allowed to free fall to grade. This allows the water to cascade over the three-step metal coping. Leakage from the step coping is occurring and allowing the water to run down the exterior wall. Mold and damage to the mortar are occurring. An add alternate for replacement of the metal roof areas will be incorporated into the contract documents where we will address the step coping deficiencies with a gutter and downspout system. (See photograph to the right)
5. The existing overflow scuppers on the eyebrow roof areas are low and allowing water to run out during a normal rainfall. Overflow scuppers are only supposed to expel water during unusually heavy rainfall or a clog in the roof drains. We will add a 2" water stop to the new scuppers to alleviate this issue. (See photograph to the right)



OPINION OF PROBABLE CONSTRUCTION COSTS

Low Slope Roofing	\$294,000.00
Steep Slope Roofing	\$295,000.00
Mechanical & Electrical Work	\$45,000.00
Sheet Metal/Flashing	\$40,000.00
10 % Contingency	<u>\$67,400.00</u>
TOTAL:	\$741,400.00

ESTIMATED SCHEDULE

- | | |
|--------------------------------------|----------------------------|
| • December 26 th , 2023 - | Schematic Design Submittal |
| • January 9 th , 2023 - | 100% Signed CDs |
| • January 30 th , 2024 - | Pre-Bid Meeting |
| • February 13 th , 2024 - | Bids Due |
| • February, 2024 - | Project Award |
| • Spring 2024 - | Pre-construction Meeting |
| • Spring 2024 - | Project Construction |

COMMENTS

Attached please find the Schematic Design Drawings for review. Please review and provide comments at your earliest convenience. The review comments will then be incorporated into the Design Development Submittal.

If you should have any questions or require further information, please contact our office.
Thank you.

Respectfully,

RSI BUILDING ENVELOPE



Dan Trenda, RRO, RRC
Senior Consultant

DT/ww

PROJECT INFORMATION

	
PROJECT TITLE:	CITY HALL ROOF REPLACEMENT
ADDRESS:	600 DEMERS AVE, EAST GRAND FORKS, MN 56721
PROJECT TYPE:	ROOF REPLACEMENT
OWNER:	CITY OF EAST GRAND FORKS
CONTACT:	NANCY ELLIS
ADDRESS:	600 DEMERS AVE, EAST GRAND FORKS, MN 56721

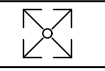
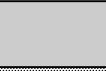
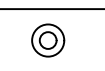
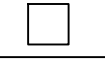
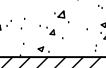
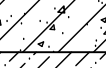
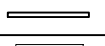
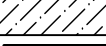
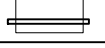
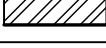
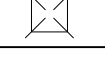
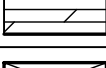
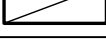
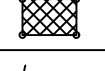
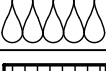
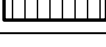
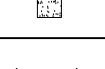
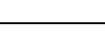
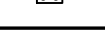
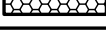
GENERAL NOTES

ID	DESCRIPTION
1	CONTRACTOR TO VERIFY MEASUREMENTS AND JOB CONDITIONS PRIOR TO BIDDING. EXISTING CONDITIONS AS OBSERVED IN ISOLATED LOCATIONS, MAY NOT BE REPRESENTATIVE OF THE ENTIRE PROJECT.
2	CONTRACTOR SHALL REVIEW PROJECT FOR ANY ITEMS NOT SHOWN ON THE PLANS. REVIEW PROJECT SPECIFICATIONS FOR ADDITIONAL DETAILS NOT IDENTIFIED BY THE PROJECT DRAWINGS.
3	COORDINATE WORK OF ALL TRADES TO ENSURE THE BUILDING IS WATERTIGHT AT END OF EACH DAY'S WORK. SEQUENCE WORK IN SUCH A MANNER THAT DAMAGE AND/OR WEAR OF NEW OR EXISTING BUILDING COMPONENTS WILL NOT OCCUR.
4	PROTECT NEW AND EXISTING CONSTRUCTION. RESTORE EXTERIOR AND INTERIOR FINISHES (INCLUDING LANDSCAPING) DAMAGED DURING THE WORK.
5	BUILDING WILL BE OCCUPIED DURING CONSTRUCTION. COORDINATE CLOSELY WITH OWNER TO MINIMIZE DISRUPTIONS TO NORMAL BUSINESS ACTIVITIES.
6	SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR.
7	CONTRACTOR SHALL SUBMIT A SITE SAFETY PLAN FOR THE OWNER'S REVIEW. THE PLAN(S) SHALL BE COMPLETE, REFLECTING THE ENTIRE SITE AND SHALL SHOW ANY PHASED PROTECTION. THE SITE SAFETY PLAN(S) SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, NOTES, SIDEWALK BRIDGE, FENCES, EGRESS, SCAFFOLDING, FIRE PROTECTION, ETC.
8	CONTRACTOR IS RESPONSIBLE FOR ALL MECHANICAL AND ELECTRICAL DISCONNECTS, MODIFICATIONS AND RECONNECTS. APPROXIMATE LOCATIONS OF MECHANICAL AND ELECTRICAL LINES ABOVE THE ROOF ARE INDICATED ON THE PLANS. THE CONTRACTOR SHALL FIELD VERIFY THE ACTUAL QUANTITY AND TYPE OF ALL MECHANICAL AND ELECTRICAL LINES THAT REQUIRE DISCONNECTION, MODIFICATION AND RECONNECTIONS PRIOR TO BIDDING.
9	PROVIDE SOIL PIPE EXTENSION TO ACHIEVE 12" VERTICAL HEIGHT ABOVE ROOF MEMBRANE.
10	CRICKETS TO BE INSTALLED USING TAPERED INSULATION EQUAL TO TWICE THE SLOPE OF THE FIELD.
11	TAPERED INSULATION TO BE INSTALLED TO THE UP-SLOPE SIDE OF CURBS.
12	CONTRACTOR IS TO RESECURE ALL EXISTING WOOD BLOCKING AS NECESSARY.

SHEET INDEX

ID	DESCRIPTION	ID	DESCRIPTION
A001	TITLE SHEET	A202	ROOF DETAILS
A101	ROOF PLAN	A203	ROOF DETAILS
A201	ROOF DETAILS		

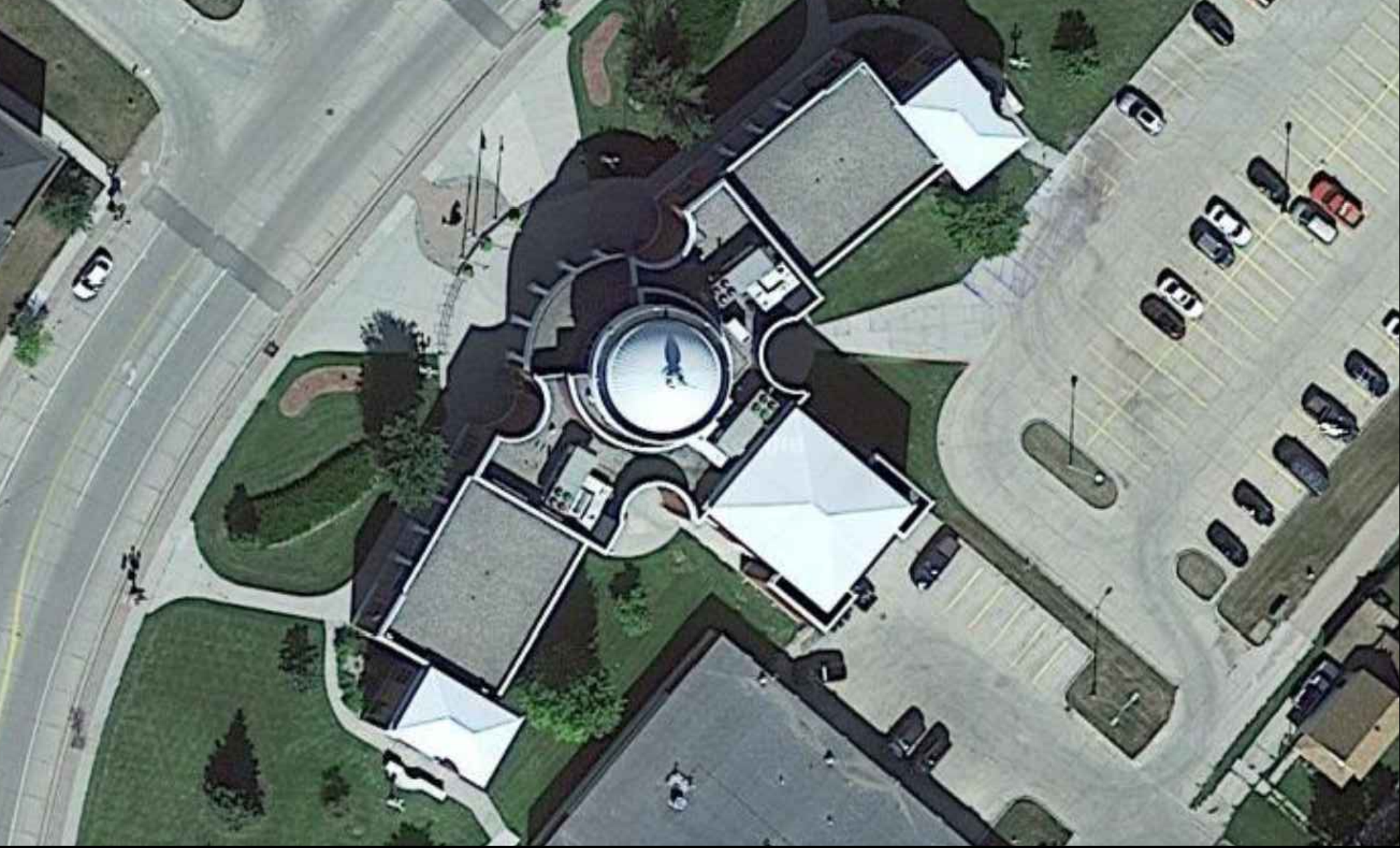
LEGEND

ID	DESCRIPTION		
	ROOF DRAIN W/ SUMP		EXISTING CONSTRUCTION TO REMAIN
	SCUPPER		WORK AREA
	PIPE PENETRATION		WORK BY OTHERS
	ROOF ANCHOR/DAVIT		EARTH (UNDISTURBED)
	PITCH POCKET		GRAVEL
	HOT STACK		MORTAR/GYPSUM
	CURB/PRV (VERIFY TYPE IN FIELD)		CONCRETE
	SQUARE TO ROUND CURB		BRICK
	ROOF HATCH		CMU
	SKYLIGHT		CMU (GROUTED)
	SLEEPERS		STONE
	SLEEPERS W/ UNIT		STEEL
	CURB TO BE REMOVED		3/4" PLYWOOD
	PENETRATION/DRAIN TO BE REMOVED		WOOD BLOCKING (CONTINUOUS)
	DOOR		WOOD BLOCKING (INTERMITTENT)
	STANDARD LADDER		WOOD BLOCKING (FINISH)
	LADDER WITH LANDING		FIBERGLASS BATT INSULATION
	SATELLITE ANTENNA		PERLITE
	WALK PAD		HIGH DENSITY WOOD FIBER INSULATION
	NON-PENETRATING SAFETY RAILING		ISOCYANURATE INSULATION
	WALL-MOUNTED SAFETY RAILING		EXPANDED POLYSTYRENE INSULATION

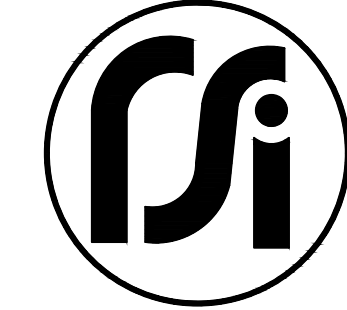
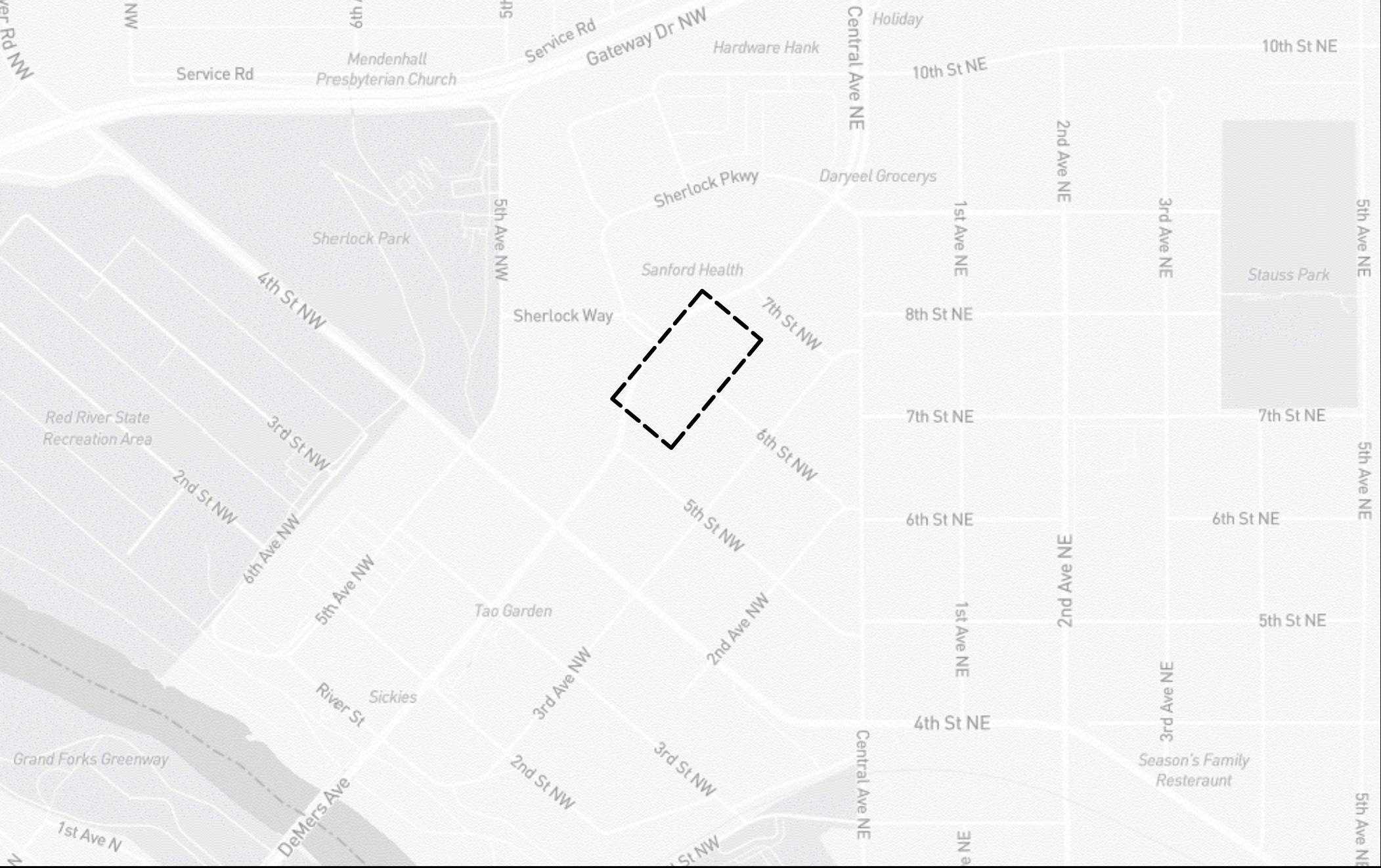
ABBREVIATIONS

ID	DESCRIPTION	ID	DESCRIPTION
C.L.	CENTER LINE	N.I.C.	NOT IN CONTRACT
CMU	CONCRETE MASONRY UNIT	O.C.	ON CENTER
C.J.	CONTROL JOINT	PREFIN	PREFINISHED
DIA	DIAMETER	SIM	SIMILAR
E.J.	EXPANSION JOINT	SS	STAINLESS STEEL
GALV	GALVANIZED	TYP	TYPICAL
GA	GAUGE	V.I.F.	VERIFY IN FIELD
MIN	MINIMUM	W/	WITH
BUR	BUILT-UP ROOFING	EPDM	ETHYLENE PROPYLENE DIENE MONOMER

SITE PLAN



PROJECT LOCATION



2400 Prior Ave. N.
St. Paul, Minnesota 55113
(651) 639-0644
www.rsi-be.com

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Project Identification

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600 DEMERS AVE
EAST GRAND FORKS, MN 56721

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MN Reg. No.

RSI Project #: 23-13928-02

Project Manager: DT

Drawn By: MBO

Sheet Title

Title Sheet

A001



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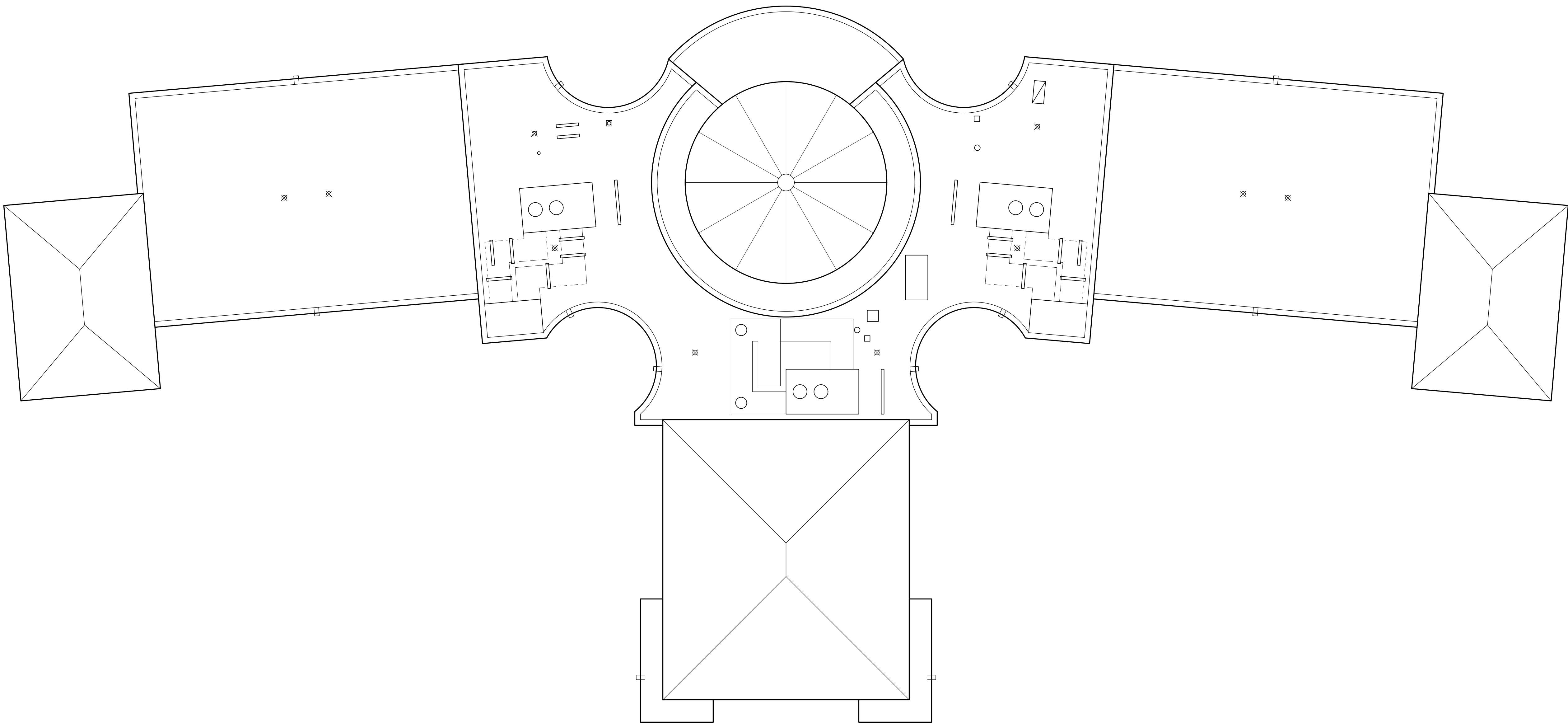
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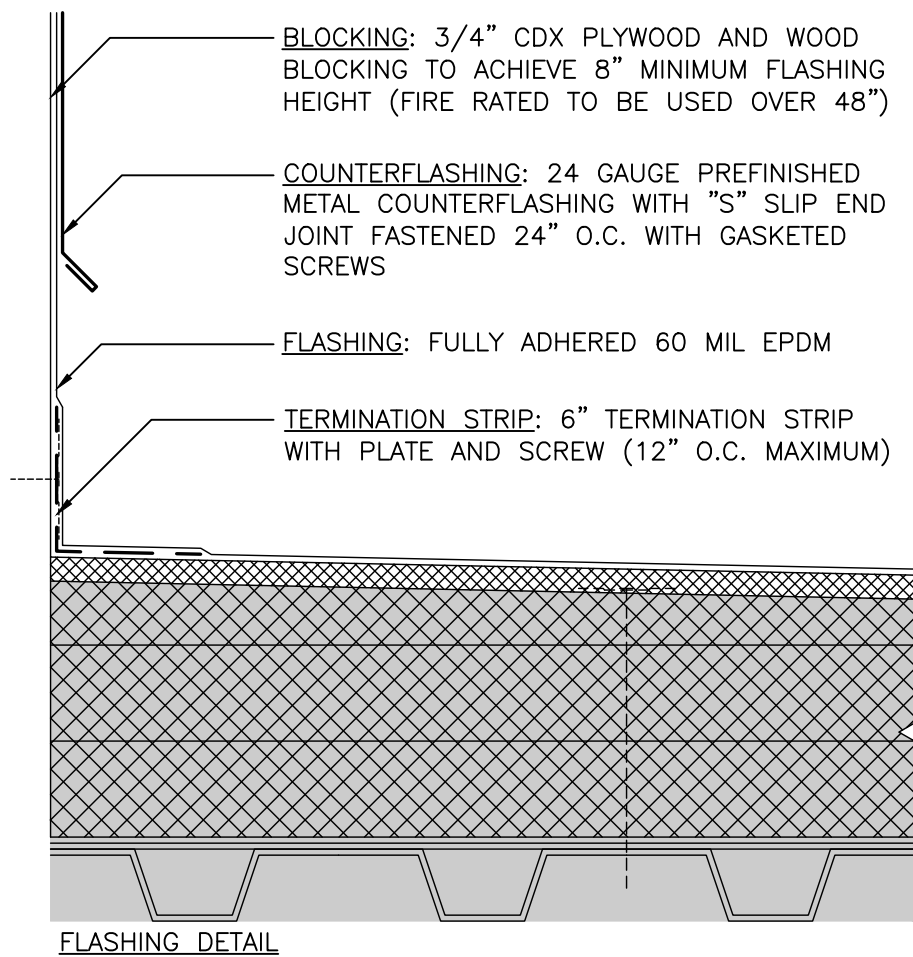
Roof Plan

A101

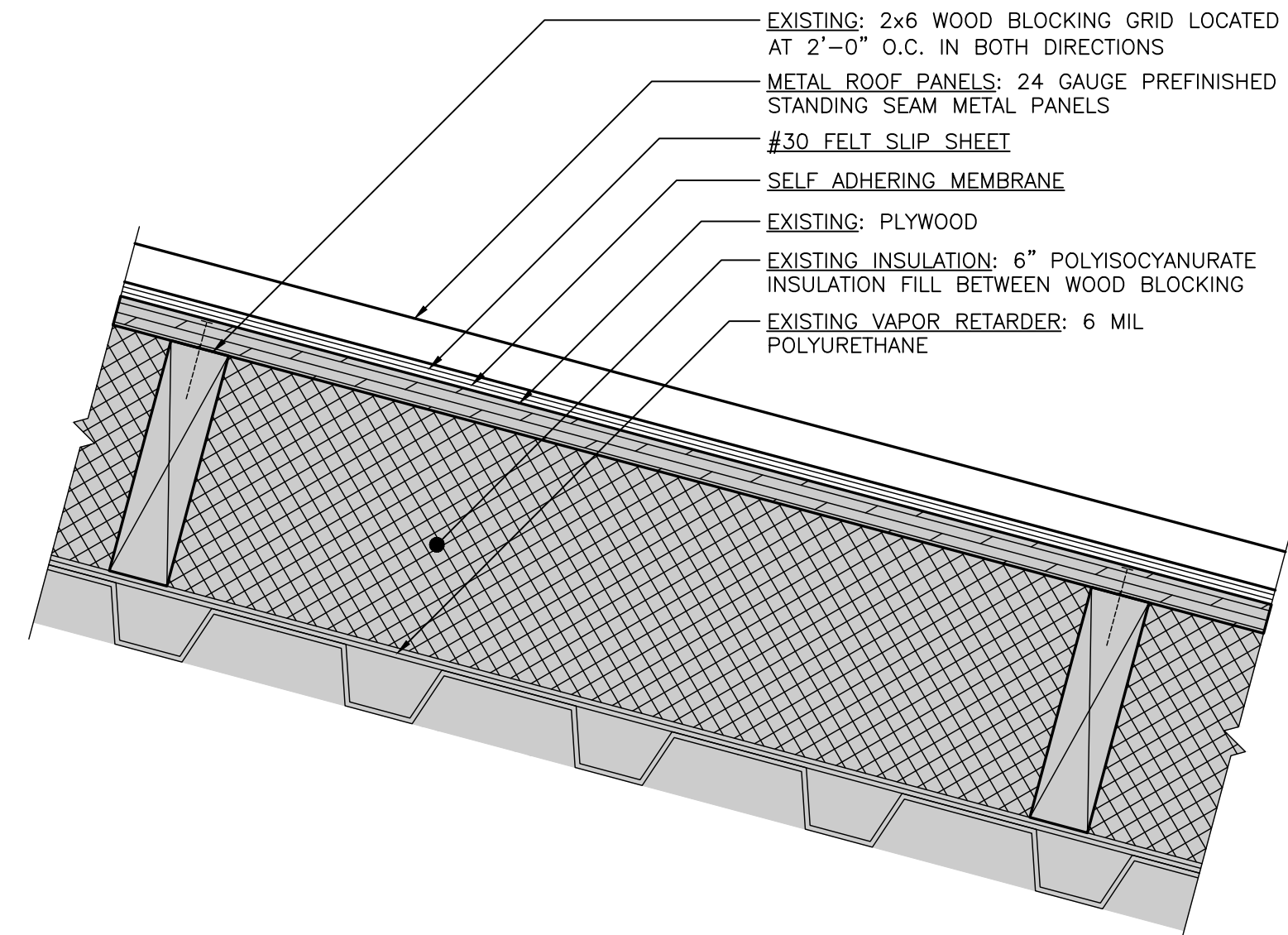
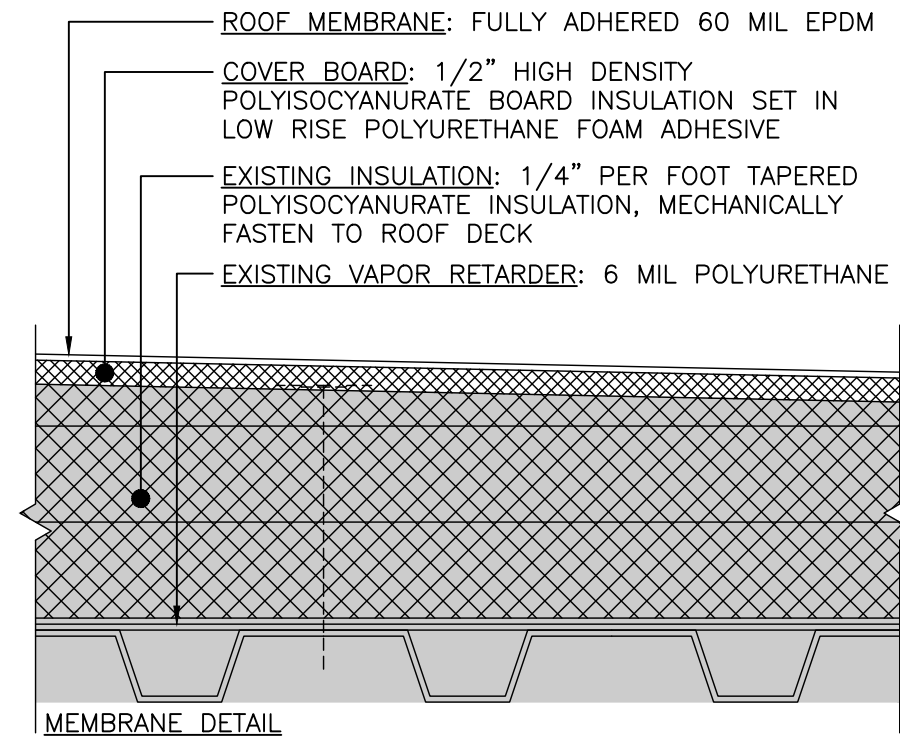
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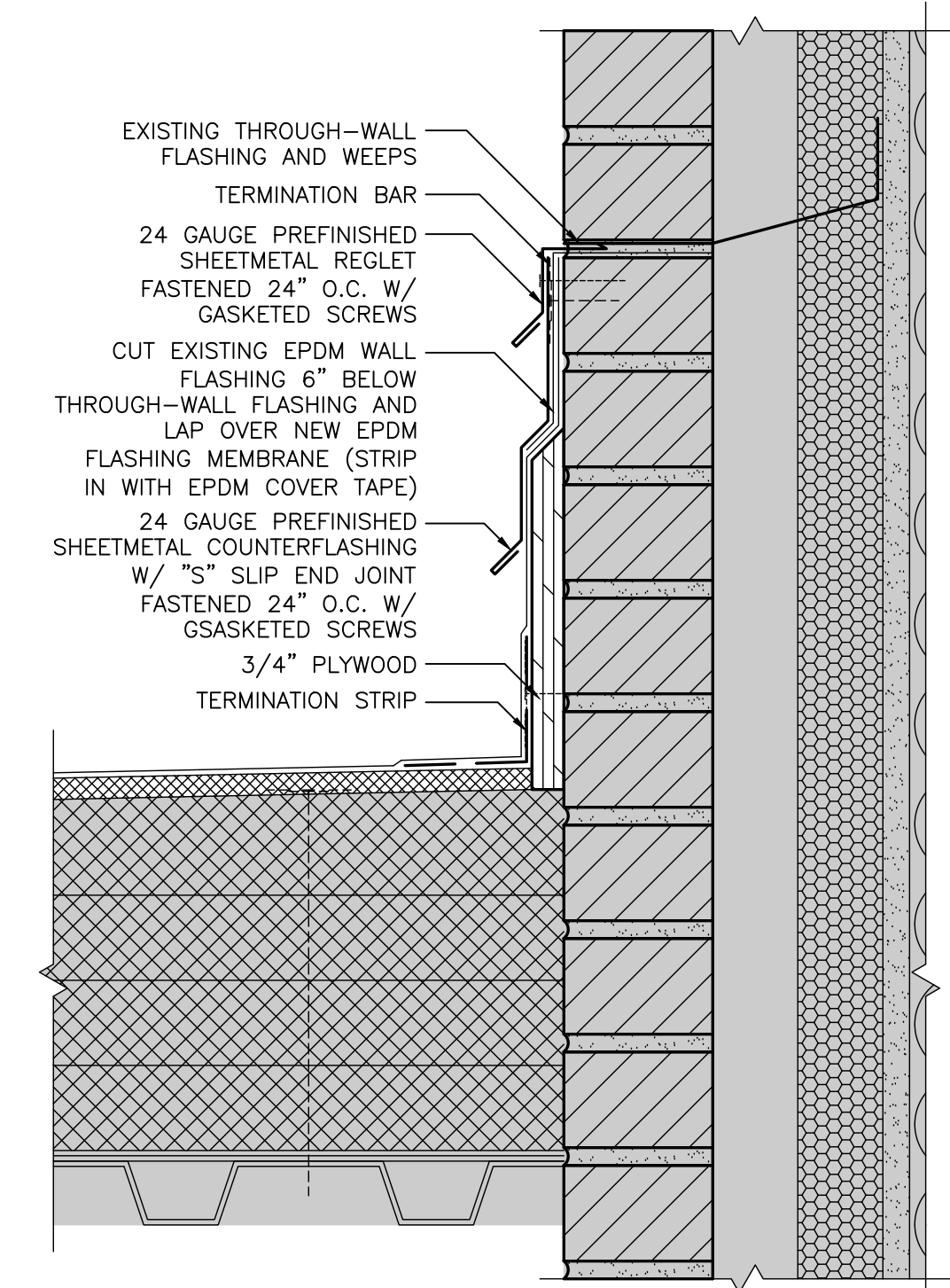
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A101
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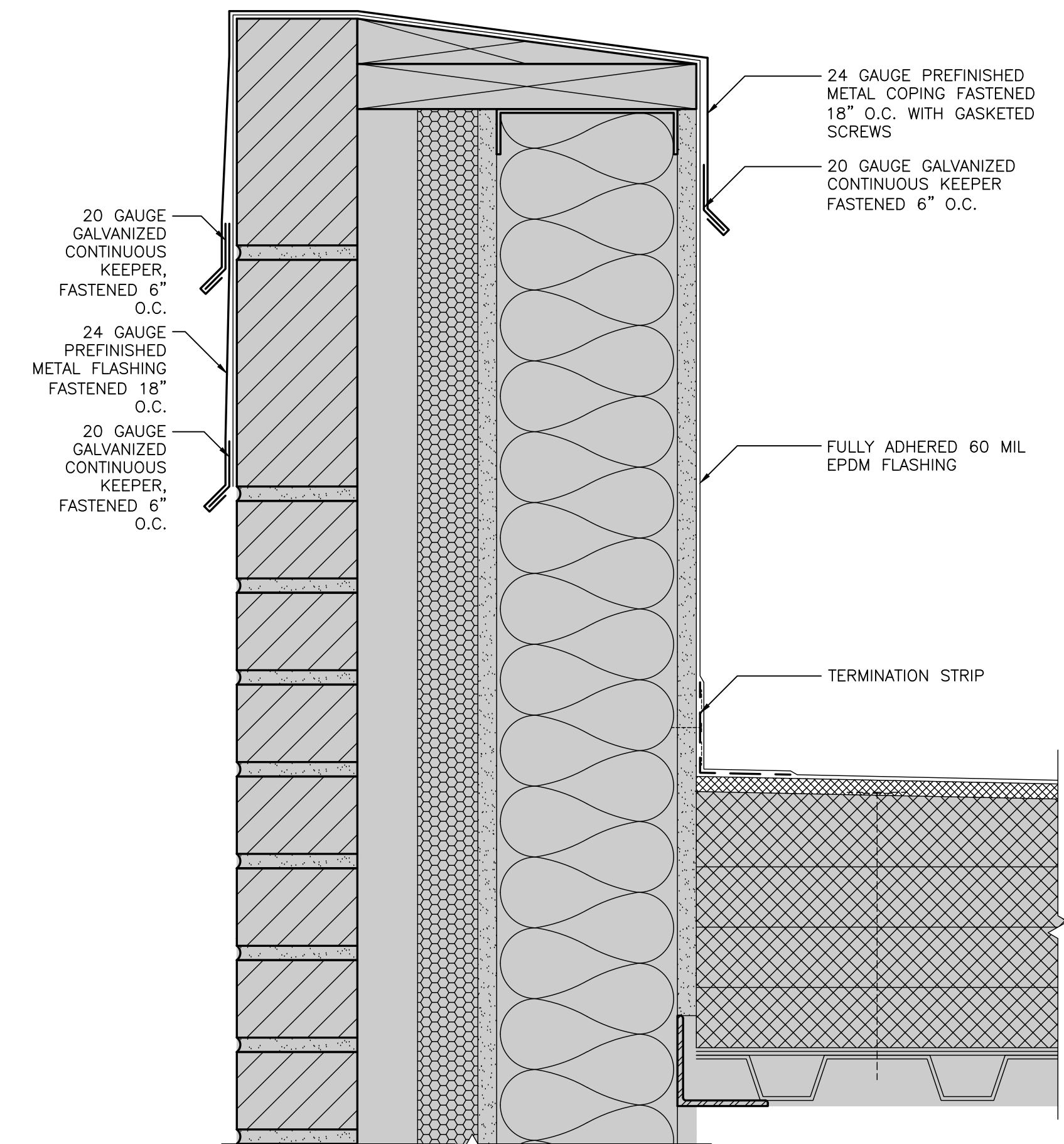
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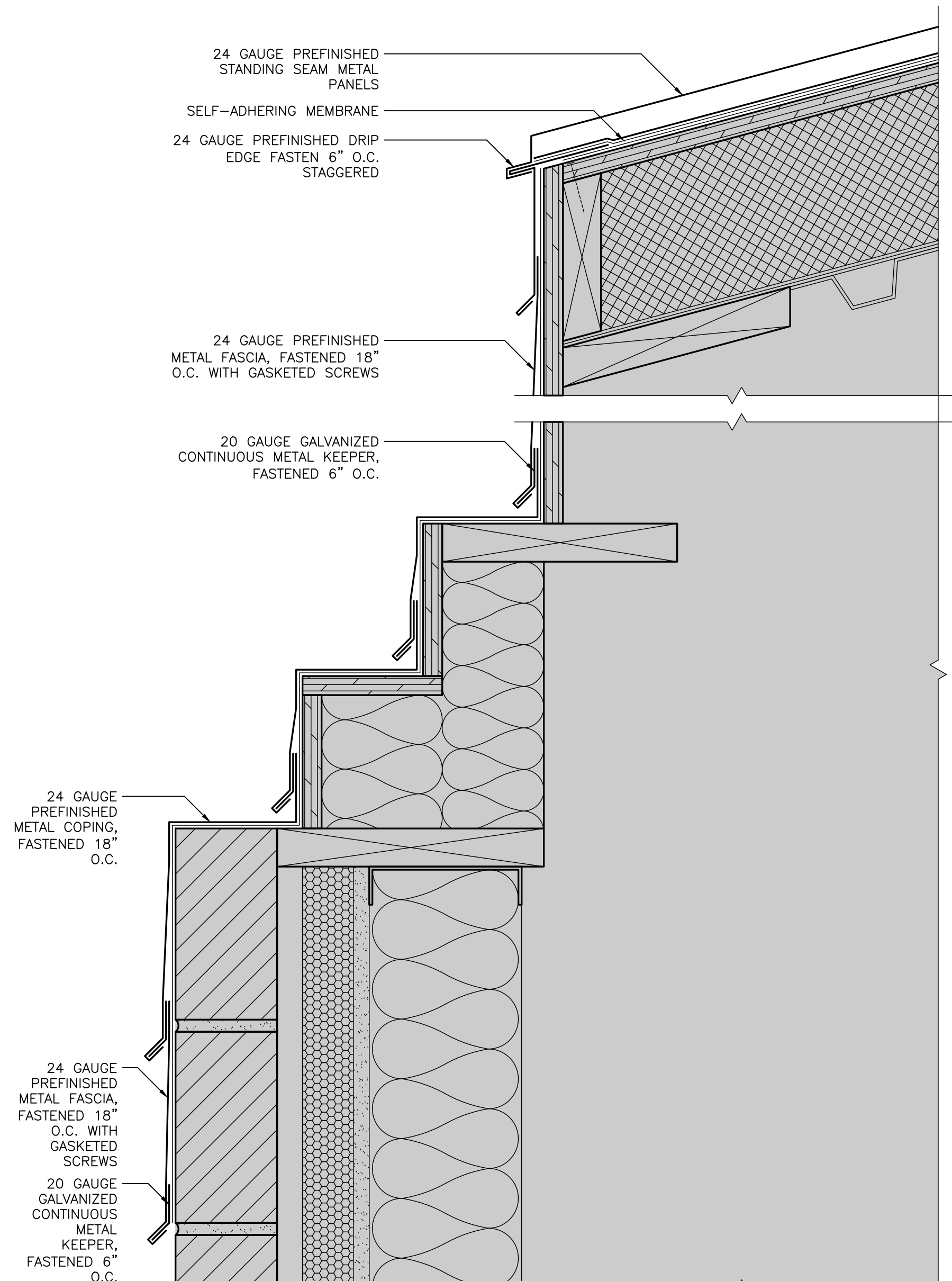
2 METAL ROOF SYSTEM DETAIL
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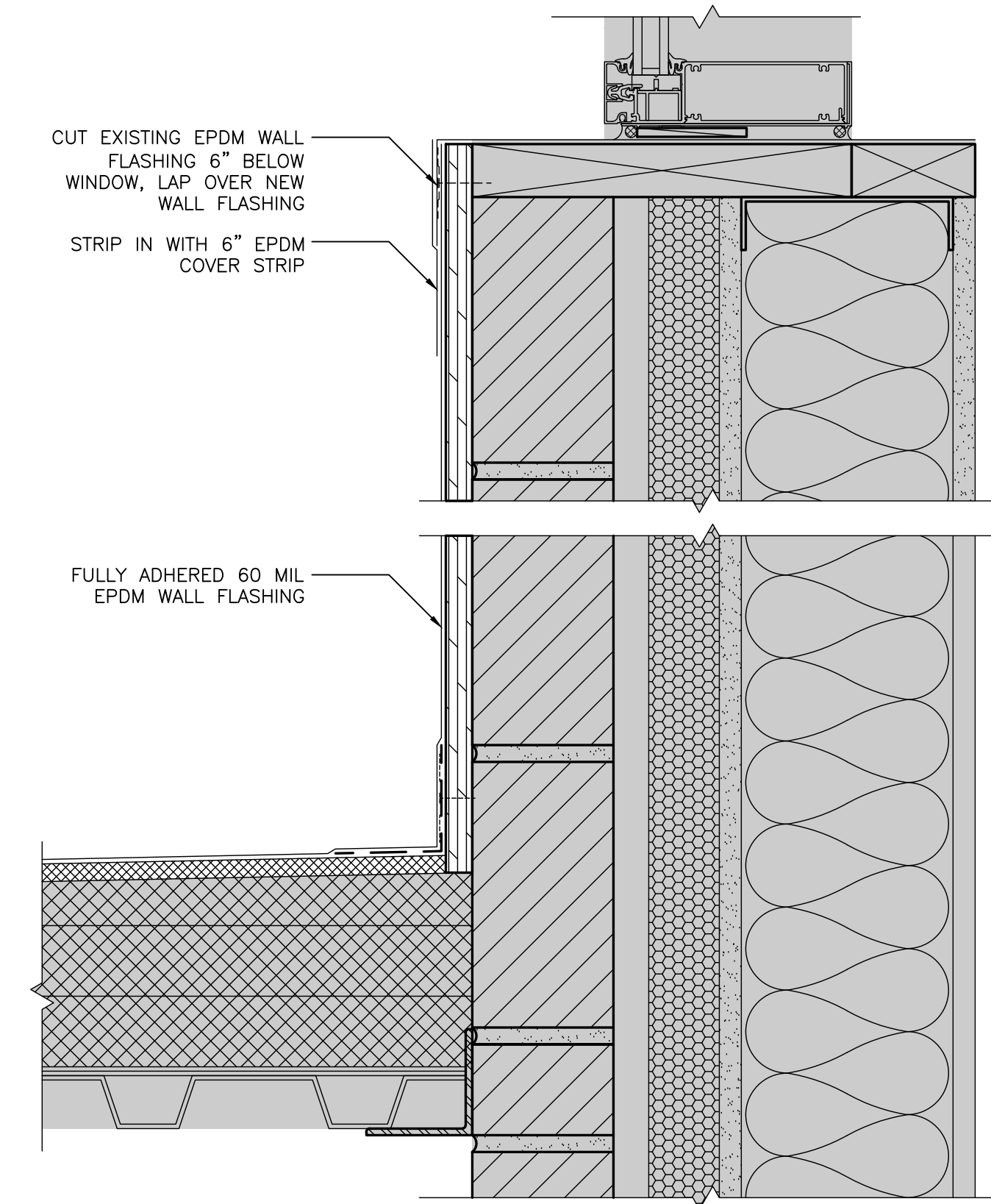
3 ROOF TO WALL DETAIL
A201 SCALE: 3"=1'-0"



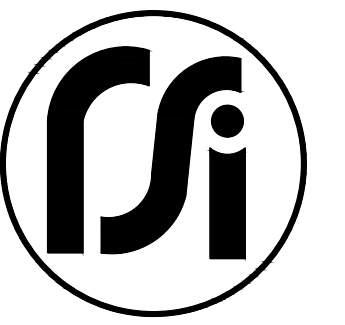
4 PARAPET EDGE DETAIL
A201 SCALE: 3"=1'-0"



5 ROOF EDGE DETAIL
A201 SCALE: 3"=1'-0"



6 ROOF TO WALL DETAIL @ WINDOW
A201 SCALE: 3"=1'-0"



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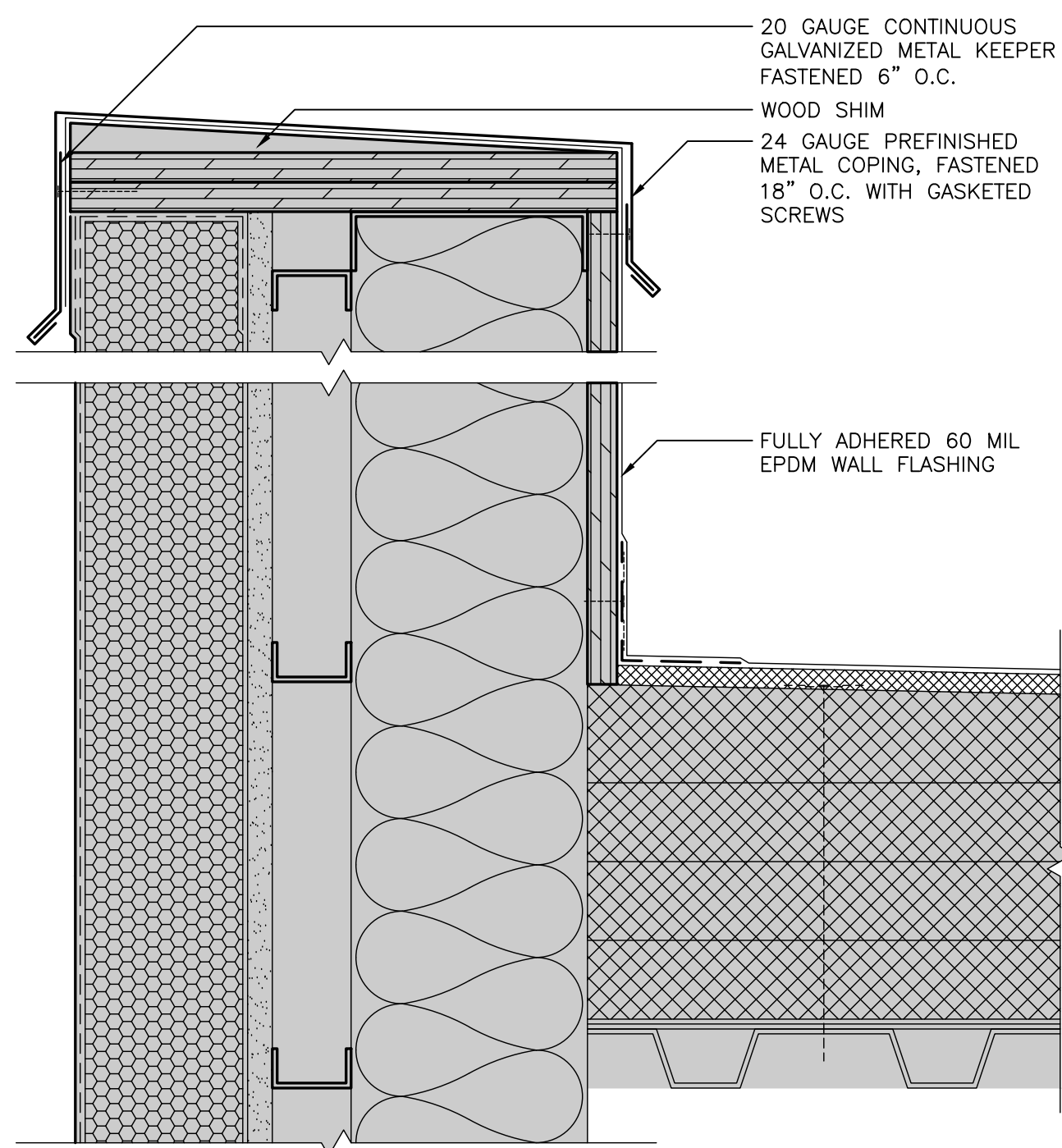
Project Manager: DT

Drawn By: MBO

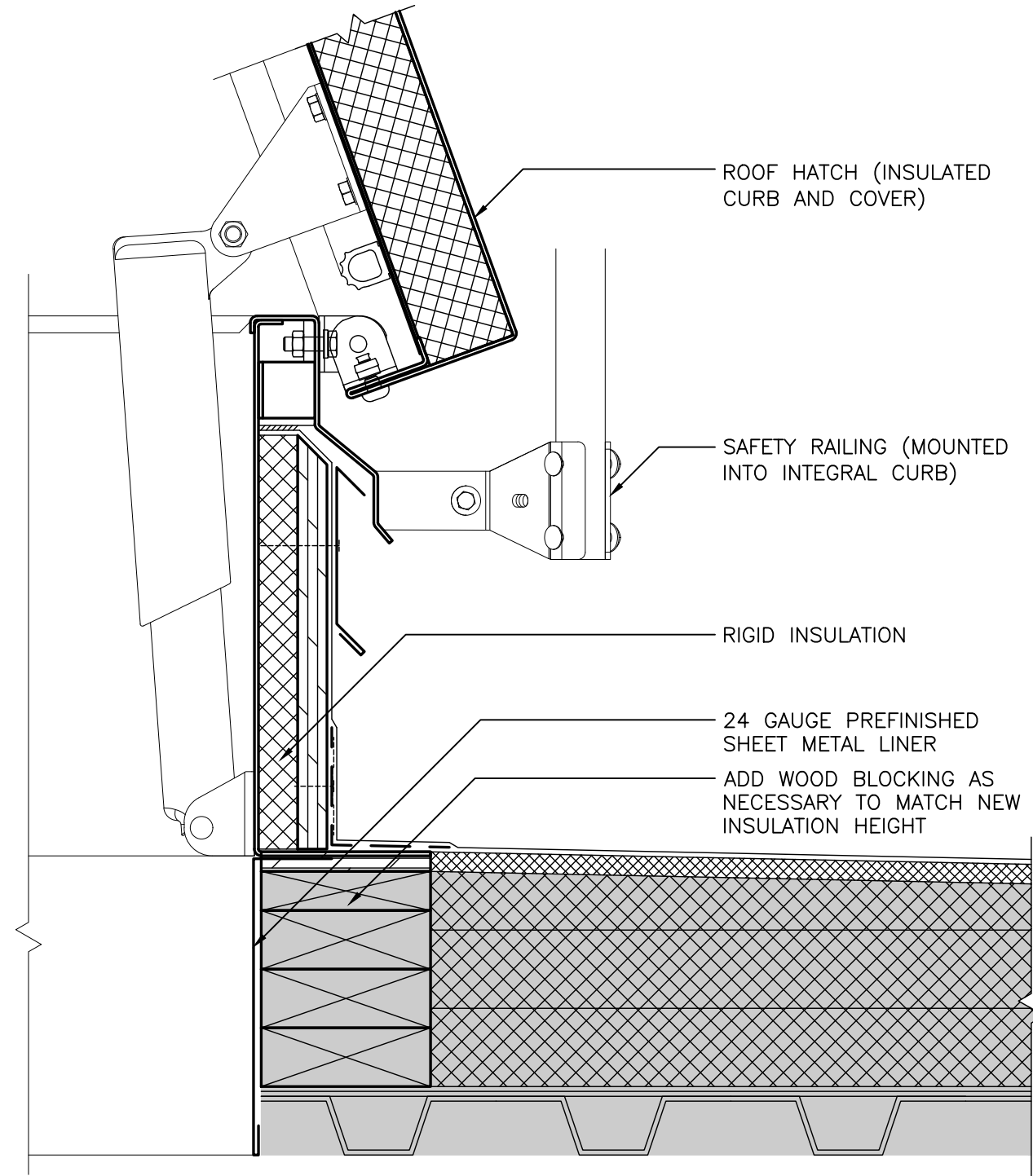
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Roof Details

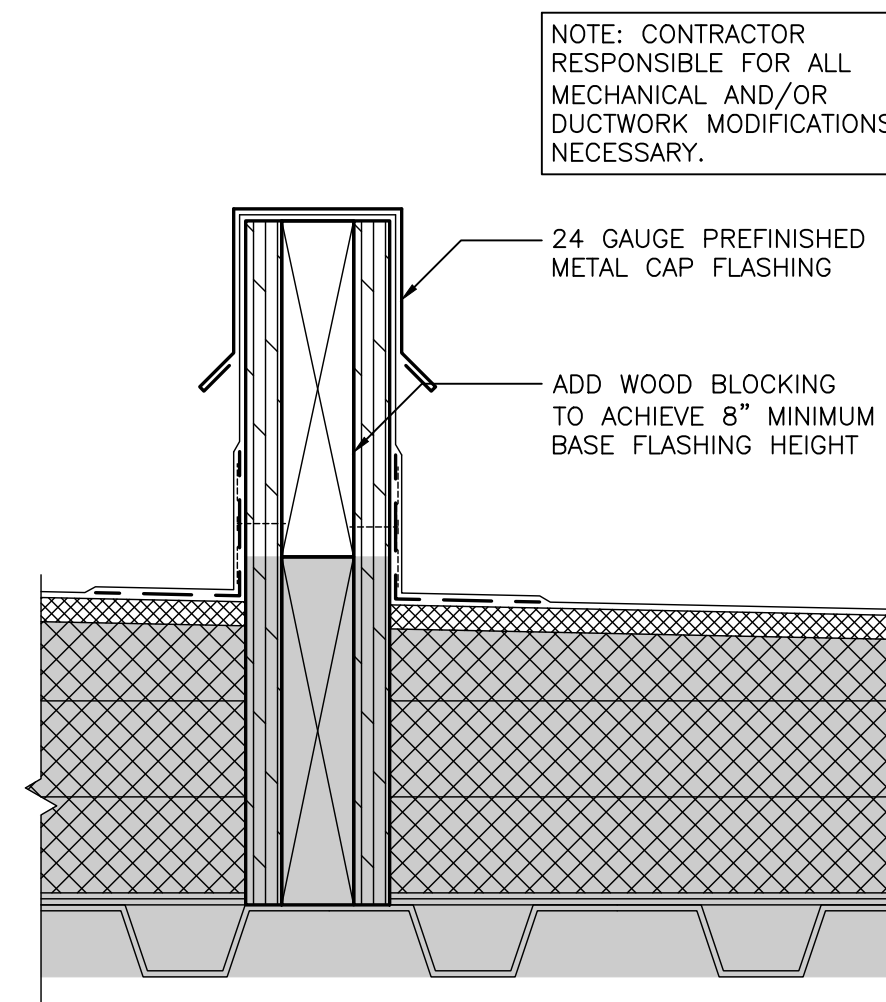
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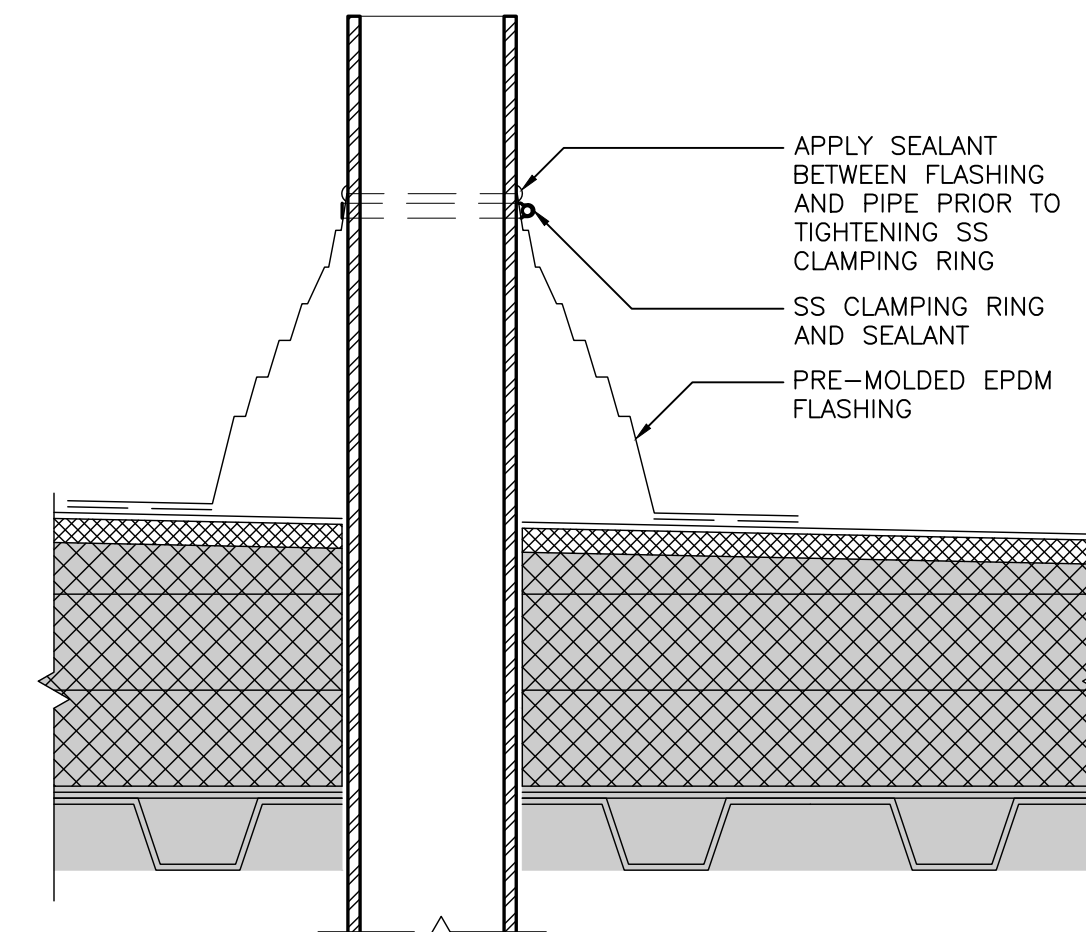
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A202 SCALE: 3"=1'-0"



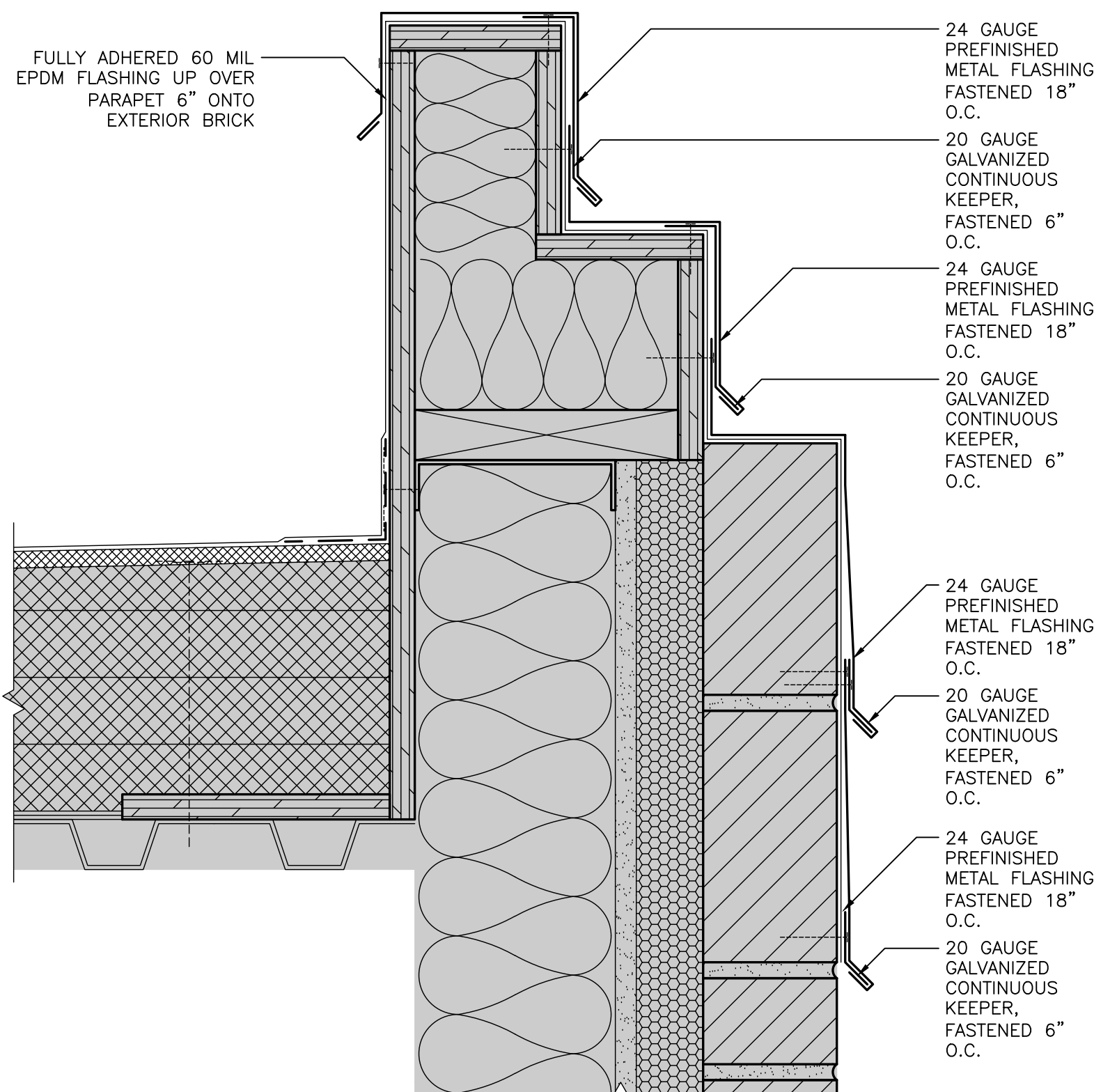
2 ROOF HATCH DETAIL
A202 SCALE: 3"=1'-0"



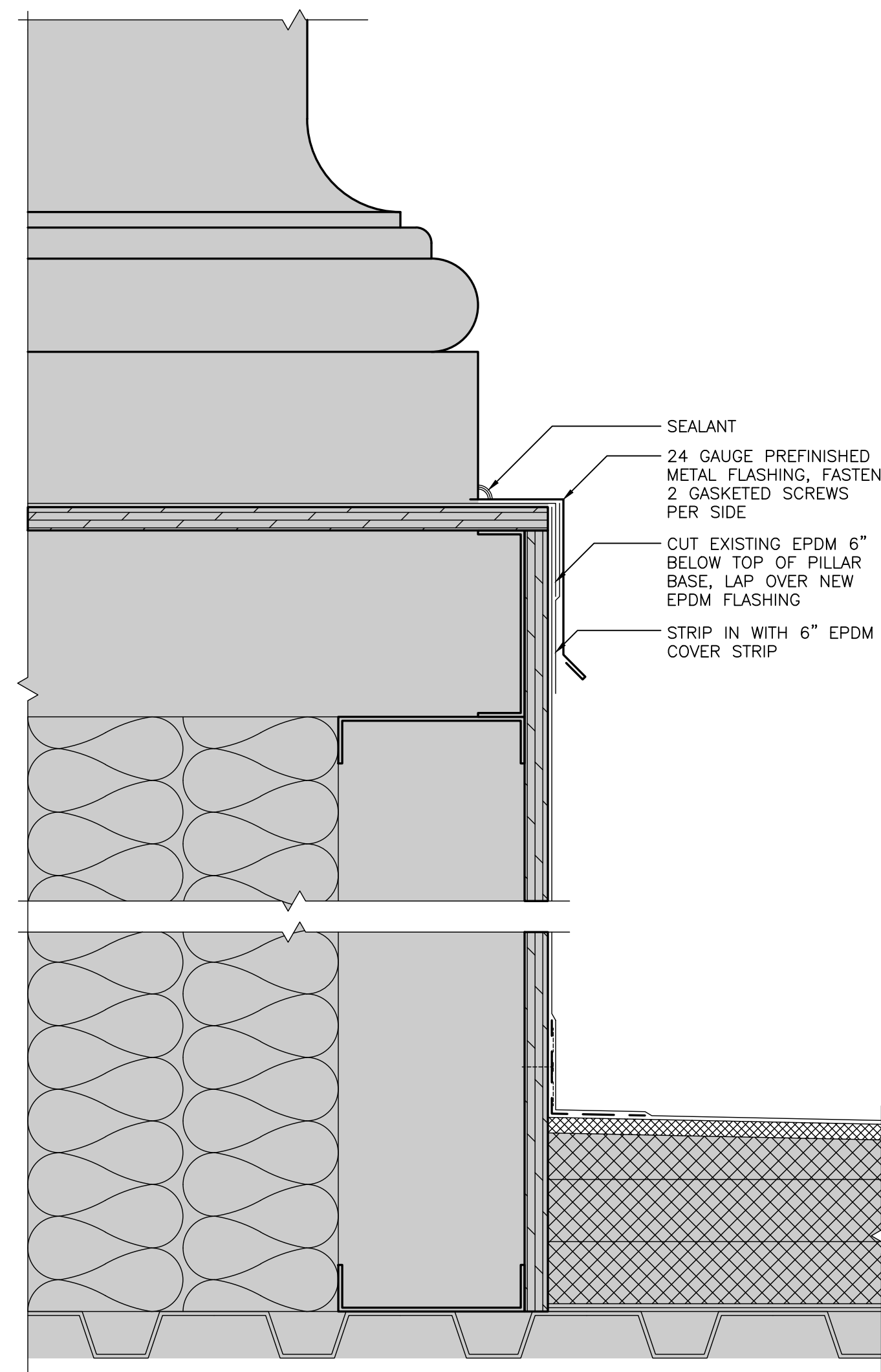
3 SLEEPER DETAIL
A202 SCALE: 3"=1'-0"



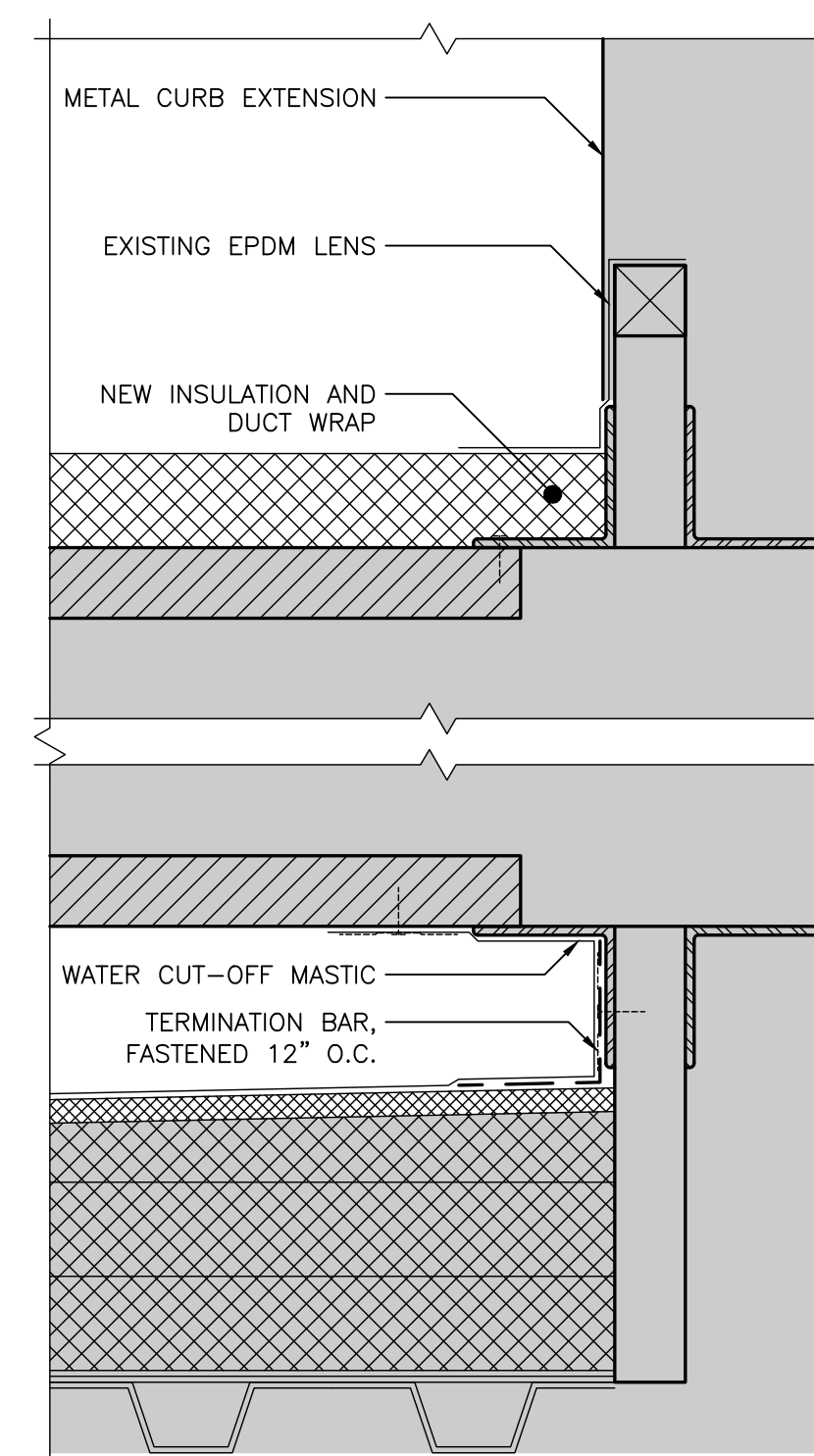
4 PIPE PENETRATION DETAIL
A202 SCALE: 3"=1'-0"



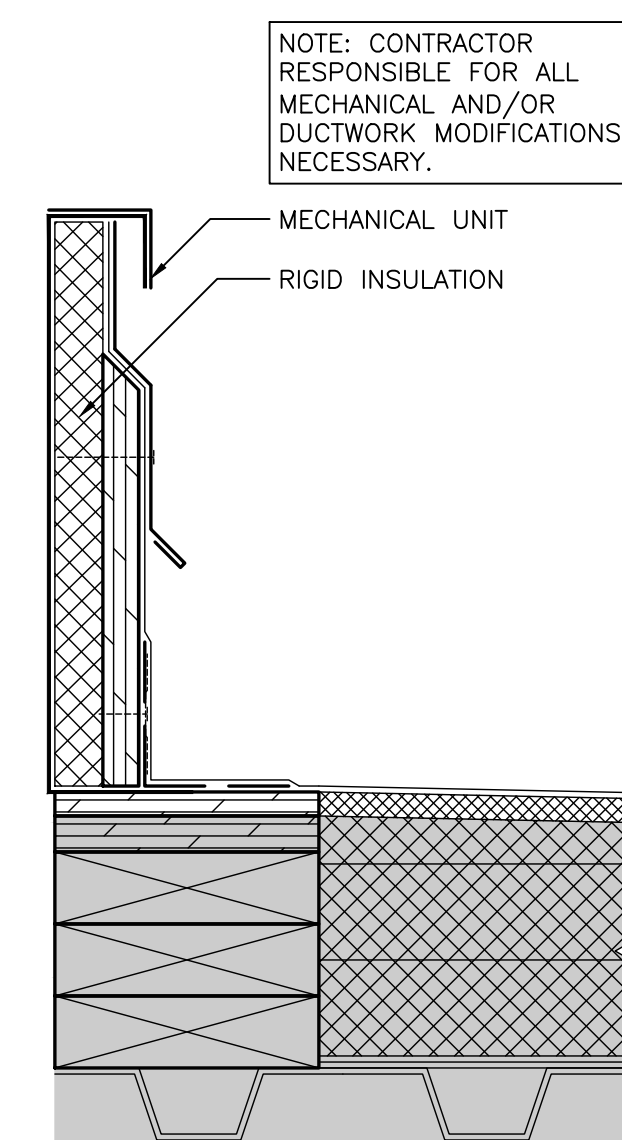
5 PERIMETER DETAIL
A202 SCALE: 3"=1'-0"



6 PILLAR DETAIL
A202 SCALE: 3"=1'-0"



7 HVAC CURB DETAIL
A202 SCALE: 3"=1'-0"



8 METAL CURB DETAIL
A202 SCALE: 3"=1'-0"



2400 Prior Ave. N.
St. Paul, Minnesota 55113
(651) 639-0644
www.rsi-be.com

Consultants:

ISSUE RECORD		
MARK	DATE	DESCRIPTION
	12/12/23	DD SET
	12/21/23	CD SET

Project Identification
**CITY HALL ROOF
REPLACEMENT**
600 DEMERS AVE
EAST GRAND FORKS, MN 56721

PROFESSIONAL ENGINEER
I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION, OR REPORT WAS PREPARED BY
ME OR UNDER MY DIRECT SUPERVISION AND
THAT I AM A DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF
MINNESOTA.

SIGNATURE: _____

DATE: _____ LICENSE # _____
MN Reg. No.

RSI Project #: 23-13928-02

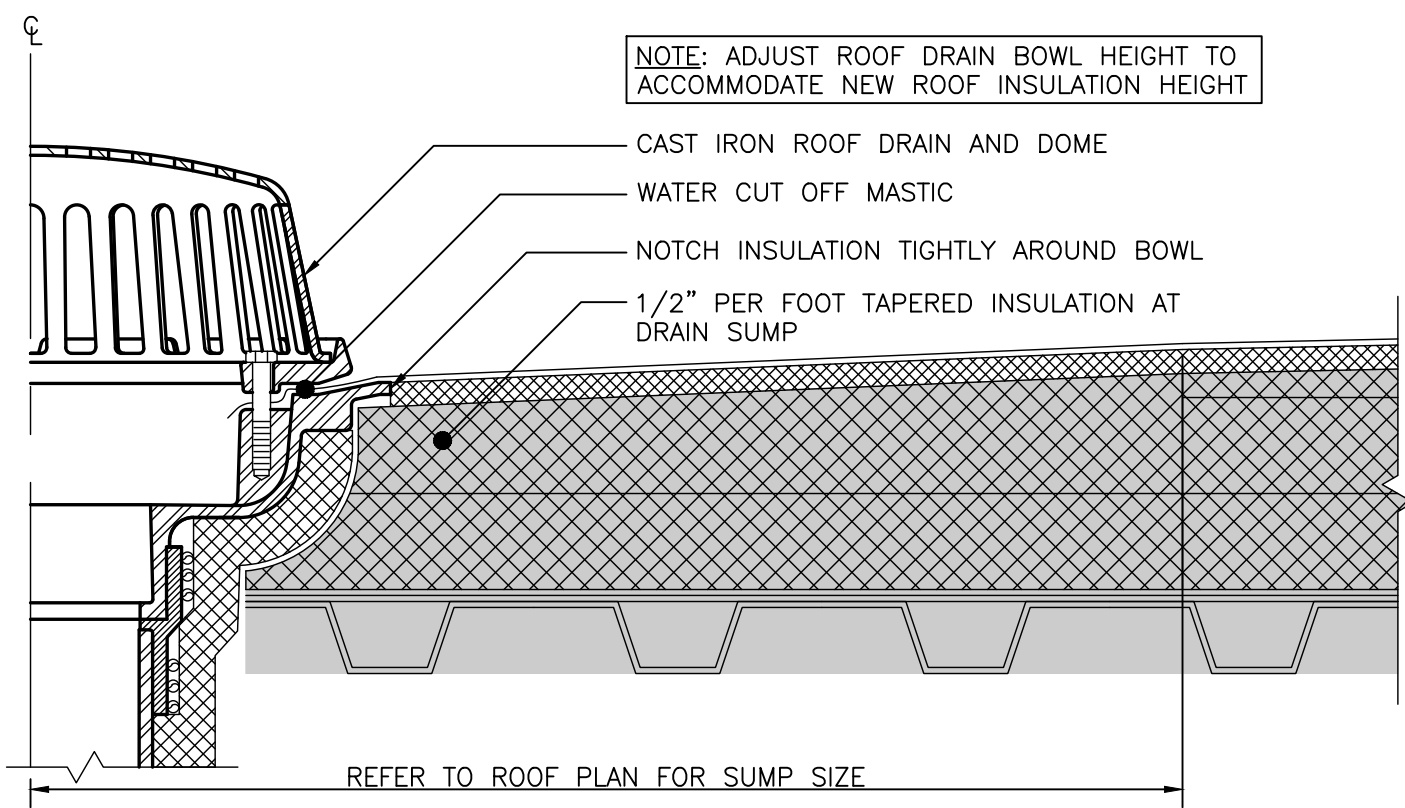
Project Manager: DT

Drawn By: MBO

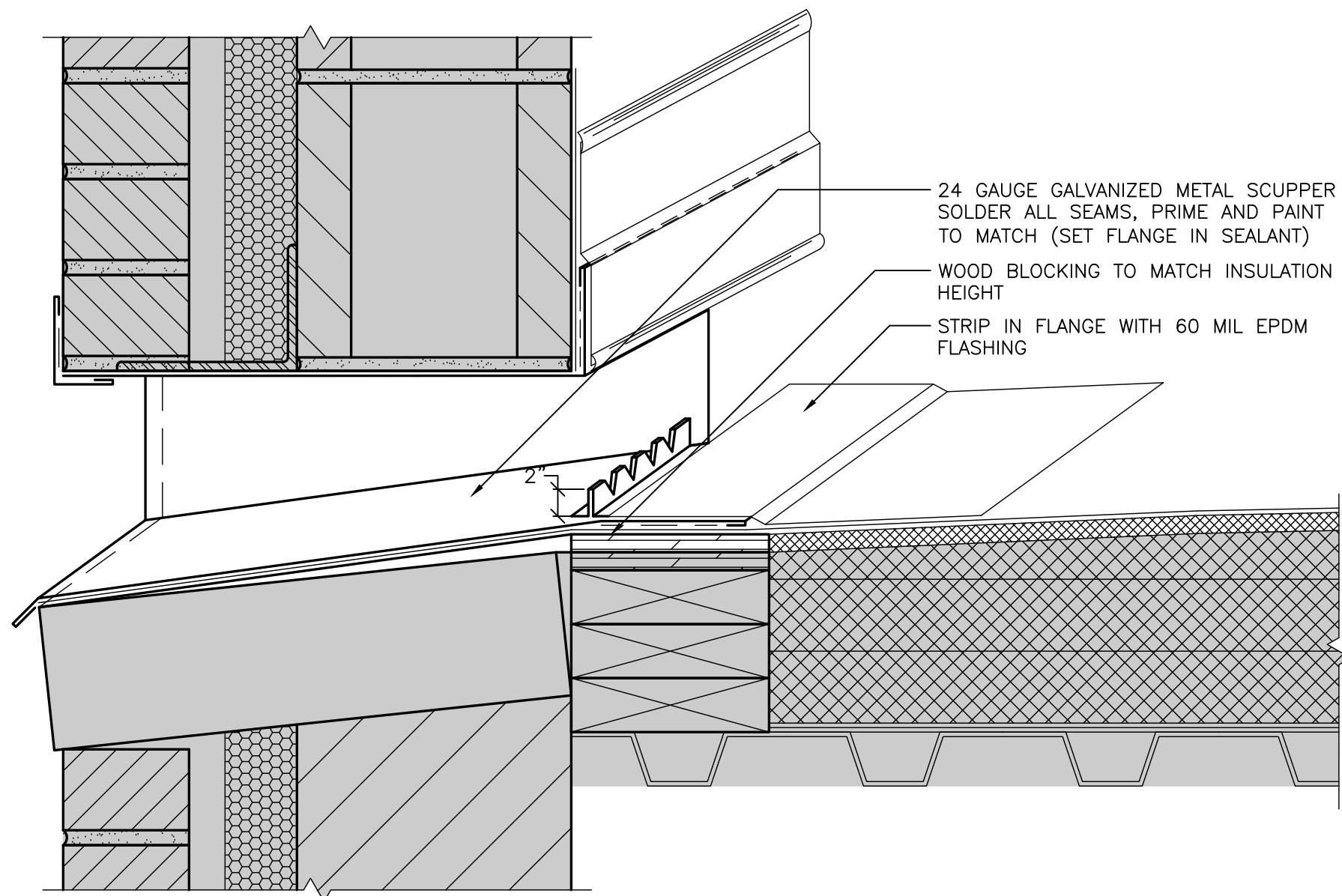
Sheet Title

Roof Details

A202



1 ROOF DRAIN DETAIL
A203 SCALE: 3"=1'-0"



2 OVERFLOW SCUPPER DETAIL
A203 SCALE: 3"=1'-0"



2400 Prior Ave. N.
St. Paul, Minnesota 55113
(651) 639-0644
www.rsi-be.com

Consultants:

ISSUE RECORD		
MARK	DATE	DESCRIPTION
	12/12/23	DD SET
	12/21/23	CD SET

Project Identification

CITY HALL ROOF
REPLACEMENT
600 DEMERS AVE
EAST GRAND FORKS, MN 56721

PROFESSIONAL ENGINEER

I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION, OR REPORT WAS PREPARED BY
ME OR UNDER MY DIRECT SUPERVISION AND
THAT I AM A DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF
MINNESOTA.

SIGNATURE: _____

DATE: _____ LICENSE # _____
MN Reg. No.

RSI Project #: 23-13928-02

Project Manager: DT

Drawn By: MBO

Sheet Title

Roof Details

A203

Request for Council Action

Date: April 2, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Vice-President Tim Riopelle; Council members Clarence Vetter, Dale Helms, Brian Larson, Karen Peterson, and Ben Pokrzywinski.

Cc: File

From: Jeremy King

RE: Request to accept donation from Bass Pro Shops and Cabela's Outdoor Fund

Background:

Each year our local Cabela's receives funds through their in-store "Round up program" for their outdoor fund, in which customers are asked to round up their purchase to support Outdoor conservation and outreach projects in the communities they serve.

For the second consecutive year, Cabela's has offered the dollars from the Round up Program to the Park & Recreation Department for improvements at the LaFave Park boat ramp.

The Cabela's Outdoor Fund has committed to a \$3,700 sponsorship to support purchasing solar lights to be placed at the boat ramp area in LaFave Park.

Budget Impact:

None.

Recommendation:

Approve the Grant agreement and accept the \$3,700 donation from Bass Pro Shops and Cabela's Outdoor Fund.

Enclosure:

Cabela's Outdoor Fund Grant Agreement



GRANT AGREEMENT

This Grant Agreement (this “**Agreement**”), dated as of March 15, 2024 (the “**Effective Date**”), is entered into by and between Bass Pro Shops and Cabela’s Outdoor Fund, a Missouri nonprofit corporation (“**Grantor**”), and City of East Grand Forks (“**Grantee**”).

WHEREAS, Grantee submitted to Grantor a grant application dated 2/29/2024 (Reference No.: 2024020973) (the “**Application**”); and

WHEREAS, in reliance upon the accuracy and completeness of the Application, Grantor desires to donate to Grantee the goods (the “**Goods**”) and/or funds (the “**Funds**” and together with the Goods, the “**Grant**”) for the project (the “**Project**”) as below set forth.

Project: LaFave Park Improvement Project

Goods up to: \$0

Funds up to: \$3,700 USD

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Charitable Donation.** The Grant made pursuant to this Agreement shall for all purposes be treated as charitable donations and it is the intent of the parties that donations be made and used in compliance with all applicable laws governing donations made to charitable organizations. Grantee shall use the Grant exclusively for charitable purposes.
2. **Payment of Funds.** Grantor intends to give Grantee the Grant in installments over a period of 1 year. Installations of the Grant shall be made in such amounts and at such times the Grantor deems appropriate in Grantor’s sole and absolute discretion. Grantor may reduce or terminate the Grant in Grantor’s sole and absolute discretion.
3. **Donation.** Grantor hereby makes the Grant to Grantee and Grantee hereby accepts the Grant. When an installment of the Grant is made to Grantee, Grantor irrevocably grants Grantee all of Grantor’s right, title, and interest in the Goods and/or Funds included in such portion of the Grant upon the terms and subject to the conditions set forth in this Agreement and without monetary payment to the Grantor. Goods will be transferred to Grantee free and clear of any liens, claims, or encumbrances.
4. **Grantee Covenants.** Grantee shall comply with all of the following agreements and restrictions.
 - i. **Project.** Grantee shall use the Grant solely for the Project. The Goods may not be sold, transferred, bartered, or traded by Grantee to any third party. Title and risk of loss to the

Goods shall transfer to the Grantee upon delivery to the Grantee. Subject to Section 10, all Funds must be spent on the Project within the Term (as defined herein). Grantee shall complete the Project in compliance with all applicable laws, and Grantee shall use the Grant in compliance with all applicable laws. If the Project is completed and any portion of the Grant has not been used, such unused portion of the Grant shall be returned to Grantor within thirty (30) days of completion of the Project.

- ii. Reports and Records. Within a calendar year of the Effective Date, or at the completion of the Project, and upon Grantor's request, Grantee agrees to furnish to Grantor a final report (the "**Report**") covering the substance of the Grantee's activities under this Agreement and the financial administration of the Funds. Grantee agrees to keep its financial and other records so that they adequately show the use of the Grant solely for the Project (collectively, the "**Records**").
- iii. Grant Review. Grantee will permit representatives of Grantor to visit Grantee's premises and review Grantee's activities with respect to the Project, and will permit Grantor, at its own expense, to conduct an audit of the Reports and Records. Grantor may discontinue the payment of future Funds, modify, or withhold part or all of the Funds or require Grantee to return to Grantor any Funds, and any income earned on those Funds, when, in its judgment, such action is necessary to comply with applicable law.
- iv. Additional Information. Grantee agrees to supply Grantor with such other information as may be necessary or desirable to permit Grantor to exercise its responsibility for the supervision of the Grant as required by applicable law.
- v. Reputation. Grantee shall not take any action (other than legal action arising out of this Agreement) or make or authorize statements deemed by Grantor to be in derogation of Grantor or its direct or indirect parents, subsidiaries, affiliates, or executive officers or any of their products and such actions or statements become public during the Term.

5. Representations and Warranties. Grantee makes the following representations and warranties to Grantor which are true as of the Effective Date and shall continue to be true throughout the Term of this Agreement.

- i. Organization. Grantee is validly existing and in good standing under the laws of the state of its incorporation and has all necessary power and authority to operate its business and complete the Project. Grantee is duly licensed or qualified to do business and is in good standing.
- ii. Binding Agreement. This Agreement has been duly executed and delivered by Grantee, and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with its terms. The execution and performance of this Agreement will not result in a breach or default under any other agreement to which Grantee is bound.

6. Warranty Disclaimer. THE GOODS ARE DONATED "AS IS" WITH ALL FAULTS. GRANTOR MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF CONDITION, QUALITY, OR SUITABILITY, WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW,

COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

7. **Waiver and Release.** Grantee and its present and former parents, subsidiaries, affiliates, officers, directors, shareholders, members, owners, employees, representatives, agents, successors, and assigns hereby expressly release, waive, and forever discharge Grantor and its present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, shareholders, members, owners, agents, representatives, successors, and assigns (collectively, the “**Grantor Parties**”) from any and all claims, actions, causes of action, suits, losses, expenses, liabilities, obligations, damages, and demands, of every kind and nature whatsoever (including but not limited to reasonable attorneys’ fees), whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, or equity (collectively, “**Losses**”) arising out of or in connection with this Agreement, except for any claims relating to rights and obligations preserved by, created by, or otherwise arising out of this Agreement and any liabilities that cannot be released or waived under applicable law.

8. **Indemnification.** Grantee shall indemnify, defend, and hold the Grantor Parties harmless against any and all Losses that are incurred by Grantor Parties arising out of or related to any claim alleging: (i) breach or non-fulfillment of any provision of this Agreement by Grantee (or any person or entity for whom Grantee is responsible); (ii) any negligent (or more culpable) act or omission of Grantee (or any person or entity for whom Grantee is responsible); (iii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent (or more culpable) acts or omissions of Grantee (or any person or entity for whom Grantee is responsible); or (iv) any failure by Grantee (or any person or entity for whom Grantee is responsible) to comply with any applicable law.

9. **Limitation of Liability.** IN NO EVENT SHALL GRANTOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, COVER, ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE GRANT OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT GRANTOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED; AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. **Term and Termination.** The term of this Agreement shall remain in effect until the later of (i) all Funds have been spent on the Project or (ii) all Goods have been contributed to Grantee (the “**Term**”); however, Grantor reserves the right to terminate this Agreement and cease any and all payments or delivery of Goods and Funds pursuant to the Grant at its sole discretion and without limitation. Termination is effective immediately upon notice by Grantor to Grantee. Prior to the expiration of the Term, Grantee may terminate this Agreement for convenience by providing the other party with thirty (30) days’ written notice. Within ten (10) business days following the expiration or termination of this Agreement, Grantee will return to Grantor any Funds, and any income earned on those Funds, that are not spent or committed for the Project as of the date of expiration or termination, as applicable.

11. **Publicity.**

- i. **Public Announcements.** Grantor reserves the right to make public announcements and communicate with any news media regarding this Agreement and the Grant without prior consent of or notice to the Grantee. Grantee shall not make any public announcements in respect of this Agreement or the Grant without the prior written consent of Grantor.
- ii. **Grantee’s Photos and Materials.** Grantee agrees that all photographic images, video images,

and/or content submitted to Grantor by Grantee or shared with hashtags #OutdoorFund, #BassProShops and #Cabelas on Facebook, Instagram or Twitter (collectively, the “**Content**”): (A) were created solely by Grantee or by others who assigned all rights, title, and interest in their work to Grantee; (B) is free and clear of all encumbrances; (C) the use of the Content by Grantee or Grantor does not violate the intellectual property rights of any third parties; and (D) Grantee has all required permission for Grantor to show any persons depicted in the Content. Grantee grants Grantor an exclusive, perpetual, fully-transferable, fully-sublicensable license to use and publish the Content and to edit or modify the Content for Grantor’s use. Grantee waives the right to inspect or approve any final product and the right and claim for royalties or remuneration from the publication, distribution, or sale of such materials.

- iii. Promotion of the Grantor. Grantee agrees to communicate and promote with all members of its organization the partnership with the Grantor. All credits for Grant funding must be given to the Grantor, Bass Pro Shops and Cabela’s Outdoor Fund (not “Bass Pro Shops” and/or “Cabela’s”). Grantor will request Bass Pro Shops and Cabela’s Outdoor Fund brand marks through OutdoorFund@basspro.com.

12. Miscellaneous.

- i. Survival. Sections 3 – 12, in addition to such other provisions of this Agreement, which by their nature are intended to or which are herein recited to survive the expiration or termination of this Agreement, shall continue as valid and enforceable obligations of the parties, notwithstanding any such expiration or termination.
- ii. Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”) in writing and addressed to the other party at the addresses set forth on the signature page of this Agreement (or to such other address that the receiving party may designate from time to time or if no address is provided, to the party’s registered agent). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Notices shall be deemed received upon deposit with the carrier, the date delivered if hand delivered, or on the date sent by email.
- iii. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- iv. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto (e-mail being sufficient).
- v. Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction). Venue for any proceeding or action arising out of or related to this Agreement shall be brought exclusively in the state or federal courts located in Greene County, Missouri.

- vi. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- vii. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control.
- viii. Assignment. Grantee shall not assign this Agreement without the prior written consent of Grantor.
- ix. Waiver. No waiver by Grantor of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by Grantor. No waiver by Grantor shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- x. Entire Agreement. This Agreement, and any other documents incorporated herein by reference, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The recitals of this Agreement are made a part hereof and incorporated by reference.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement to be effective as of the Effective Date.

Bass Pro Shops & Cabela's Outdoor Fund

City of East Grand Forks

By: 
Name: Robert Ziehmer

By: _____

Title: President, Bass Pro Shops and Cabela's
Outdoor Fund

Name:

Title:

Address for Notice:

Address for Notice:

Bass Pro Shops and Cabela's Outdoor Fund
2500 E. Kearney St.
Springfield, MO
65898
Email: Outdoorfund@basspro.com

City of East Grand Forks
600 Demers Ave
East Grand Forks, MN
56721
Email: jking@egf.mn

Request for Council Action

Date: March 26, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Vice-President Tim Riopelle; Council members Clarence Vetter, Dale Helms, Brian Larson, Karen Peterson, and Ben Pokrzywinski.

Cc: File

From: Jeremy King, Parks & Recreation

RE: Request to advertise for Parks & Recreation Specialist

Background:

The Parks Department has received a resignation from the full-time Parks and Recreation Specialist.

Seeking approval of an advertisement and opening a Civil Service hiring process for this open position.

This position is important to the continued success of the department providing administrative support by performing various office tasks, providing customer service, marketing programming and events, promoting, and distributing parks and recreation information, and overseeing various recreation and cultural activities.

Budget Impact:

The position is listed at a Grade 10, Step 1 on the City full time pay scale. Wages start at \$21.48 per hour.

The position was budgeted at a Grade 10, Step 5 for the 2024 budget.

Recommendation:

Authorize staff to start the hiring process, and advertise for the hire of Parks & Recreation Specialist.

Enclosure:

Job Description for position of Parks & Recreation Specialist.

Parks and Recreation Specialist

Department: Parks and Recreation
Grade: 10

FLSA Status: Non-Exempt

General Definition of Work

Performs semi-skilled work performing various tasks in the implementation and maintenance of Parks & Recreation programs and activities to provide the City of East Grand Forks the opportunity to relax, exercise, socialize, and share common interests through organized activities. Provides administrative support work for Parks & Recreation Department performing various office duties to include providing customer service, marketing activities and events, promoting, and distributing parks and recreation information, and assisting with various recreation and cultural activities. Related duties as apparent or assigned. Work is performed under the direction of the Park and Recreation Superintendent.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions

Serves as Parks & Recreation office support staff providing exceptional customer service. Greets visitors; answers telephone; provides information; forwards calls and directs visitors to appropriate party; assists the public with the completion of standardized records or documents.

Receives and responds to public inquiries, concerns, and service requests and forwards to appropriate party for disposition.

Assists recreation department in implementation and coordination of community recreation programs and cultural events

Monitors and oversees programs and activities which will provide recreation opportunities in a variety of activities, by working with community partners and/or youth and adult associations

Assists with the supervision of seasonal and part-time recreation activity employees and volunteers

Assists in the preparation and management of Parks & Recreation Department special events and athletic tournaments.

Prepares and executes marketing strategies for department which promotes interest and provides information regarding recreation activities through the local media, City Parks & Recreation website and social media platforms.

Assists in the writing of applicable grants and solicitation of donations to support Parks & Recreation activities.

Adheres to revenue and expense budgets, goals, and guidelines for areas within position responsibility.

Under the direction of Parks & Recreation Superintendent, prepares purchase orders and invoices for payment, as well as preparing and sending invoices for payment by renters and businesses.

Assists in the preparation of Cemetery deeds, lot sales and meeting packets; collects and receipts monies collected.

Operates a variety of standard office equipment, keeps inventory control of office supplies, and performs light maintenance on photocopy equipment.

Performs other related duties as assigned to ensure the success of the Parks & Recreation Department.

Knowledge, Skills and Abilities

General knowledge of the philosophies, principles, and practices of professional recreation work; ability to assess recreational needs of the community and to develop and implement appropriate programs; General knowledge of standard office practices and procedures; ability to operate standard office equipment and related hardware and software; general knowledge of business English, spelling and math; general knowledge of city and department programs and policies; ability to communicate effectively, both orally and in writing; ability to analyze service problems and participate effectively in solving them; ability to learn specialized software, systems or equipment related to business needs; ability to generate timely and accurate records, reports and files; ability to plan,

Parks and Recreation Specialist

coordinate, assign and review the activities of assigned volunteers and personnel; ability to establish and maintain effective working relationships with associates, activity participants and the general public.

Education and Experience

High School Diploma and two years of experience in an office support staff setting or a combination of work experience and education equaling two (2) years; which demonstrates possession of the knowledge and abilities listed in the functions of this position is accepted. Acceptable experience may include paid or volunteer positions with similar duties. Experience with recreational and youth activities is a plus.

Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force, and/or up to 10 pounds of force frequently, and/or negligible amount of force to lift, carry, push, pull or otherwise move objects in the performance of the job. Work regularly requires sitting, speaking or hearing, using hands to handle or feel and repetitive motions, frequently requires standing, walking and reaching with hands and arms and occasionally requires climbing or balancing, stooping, kneeling, crouching or crawling, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating machines and observing general surroundings and activities; work has occasional exposure to environmental conditions; Tasks conducted in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Valid driver's license in the State of Minnesota

Ability to obtain a commercial driver's license (CDL) with a school bus endorsement within one (1) year.

CPR/First Aid/AED Certification within one (1) year.

Applicable position, department, organization and professional training will be provided and must be completed upon hire and on an ongoing basis.

Request for Council Action

Date: March 12, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Vice-President Tim Riopelle; Council members Clarence Vetter, Dale Helms, Brian Larson, Tim Johnson, and Marc DeMers.

From: Reid Huttunen

RE: City Council and Mayor Pay Rates

Background:

At the Feb 27 Work Session, Council Member Riopelle Proposed the following pay rates be considered for the Mayor and City Council member positions.

<i>Position</i>	<i>Annual Salary</i>		
	<i>2000-2007</i>	<i>2008-2023</i>	<i>Proposed</i>
Mayor (1)	\$ 8,400	\$ 9,600	\$ 14,400
City Council President (1)	\$ 4,800	\$ 6,000	\$ 12,000
City Council (6)	\$ 4,800	\$ 6,000	\$ 9,600
Total Annual Expense	\$ 42,000	\$ 51,600	\$ 84,000

The City Charter under Section 2.08; Salaries states “The mayor and the council members shall receive such compensation as fixed by the council in accordance with law.”

This by City Charter leaves the decision of City Council pay rates at the discretion of the council. Bringing the question of City Council pay rates to a vote of our residents would first require the City Charter to be amended, at a City vote.

The last Mayor and City Council increase took effect in 2008. It appears that pay increase was set through approval of the 2008 City Budget. There is not a specific resolution setting the pay rates passed by City Council in 2007 or 2008. The pay increase was included in the budget and took effect with the first payroll of 2008.

Budget Impact:

The 2024 Budget includes \$9,600 for Mayor salary and \$42,000 for City Council salaries.

Approving the proposed pay rates effective January 1, 2025 will create a budget increase for Mayor salary of \$4,800 and City Council salary increase of \$27,600.

Recommendation:

No staff direction on this item.

Enclosure:

Summary of MN Cities Mayor and City Council wages

Copy of Section 2.08 Salaries from City Charter

RESOLUTION NO. 24 – 04 - 32

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, there has been discussion on what the City Council and Mayor receive as a salary; and

WHEREAS, the last time there was an increase to the salaries was in 2008; and

WHEREAS, section 2.08 of the City Charter does grant authority to the Council to adjust their compensation; and

WHEREAS, the proposed increase is as follows and would not take effect until January 2025:

	<i>Annual Salary</i>		
<i>Position</i>	<i>2000-2007</i>	<i>2008-2023</i>	<i>Proposed</i>
Mayor (1)	\$ 8,400	\$ 9,600	\$ 14,400
City Council President (1)	\$ 4,800	\$ 6,000	\$ 12,000
City Council (6)	\$ 4,800	\$ 6,000	\$ 9,600
Total Annual Expense	\$ 42,000	\$ 51,600	\$ 84,000

NOW THEREFORE, BE IT RESOLVED, the City Council of East Grand Forks approves the increases to the Mayor's salary to \$14,400 per year, Council President's salary to \$12,000 per year, and the Council member's salary to \$9,600 per year starting January 1, 2025.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: April 2, 2024

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 2nd of April, 2024.

Mayor

Annual Salary						
City	Mayor	Council Pres	City Council	Special Meeting Pay	Addtl Benefits	Last Pay Increase
East Grand Forks - 2000-2007	\$ 8,400.00		\$ 4,800.00			
East Grand Forks - 2008 - Current	\$ 9,600.00		\$ 6,000.00			2008
East Grand Forks - Proposed	\$ 14,400.00	\$ 12,000.00	\$ 9,600.00			
Crookston	\$ 7,600.00		\$ 6,000.00			
Detroit Lakes	\$ 10,800.00		\$ 7,200.00		Medical Insurance offered	
Hermantown	\$ 9,600.00		\$ 7,200.00	\$ 50.00		
Little Falls	\$ 10,800.00		\$ 9,600.00		Life Insurance paid by city	
Moorhead	\$ 20,064.00		\$ 10,524.00	\$ 50.00	Medical, dental, vision, Life, FSA, Deferred Comp. Plans	
Thief River Falls	\$ 7,200.00		\$ 6,600.00	\$ 32.50		
Grand Forks	\$ 41,820.74		\$ 19,150.56	None	None	
EGF Water & Light Commission	NA		\$ 4,800.00			Pre 2016 - \$3600 per year
Albert Lea	\$ 12,000.00		\$ 8,000.00			
Barnesville	\$ 8,100.00		\$ 7,200.00	\$ 25.00	Life Insurance paid by City	
Fergus Falls	\$ 12,900.00		\$ 7,800.00		Vision, Dental, FSA	
Grand Rapids	\$ 10,560.00		\$ 7,920.00			
Hibbing	\$ 10,771.02		\$ 7,180.68			
Roseau	\$ 4,800.00		\$ 2,400.00			1994
Warren	\$ 6,000.00		\$ 4,000.00	Mayor- \$150; CC - \$75	No	

*Source - League of MN Cities Local Governments Salary and Benefits Survey (2023)

city's accounts at least once a year by the state auditor's office or by a public accountant. The council may at any time provide for an examination or audit of the accounts of any officer, department, board, or commission of the city government. The council may also perform any survey or research study of any subject of municipal concern.

Section 2.08. Salaries. The mayor and the council members shall receive such compensation as is fixed by the council in accordance with law. All subordinate officers and employees of the city shall receive such salaries or wages as may be fixed by the council.

Request for Council Action

Date: April 2, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Reid Huttunen, City Administrator

RE: Request to waive Special Event fees from Cruz-in Forks Downtown Car Show

Background:

A Special Event application from the Cruz-In Forks Downtown Car Show was approved by the City Council at the March 19, 2024 meeting.

The event is scheduled to be held four times in summer of 2024 on the following dates:

- June 27
- July 25
- August 22
- September 26

Car show event organizers have followed up with a request to have any City fees for services related to the event waived.

Car show organizers have stated the inaugural events this summer are being organized without event sponsors and are non-revenue generating. It is intended to be a community gathering between Grand Forks and East Grand Forks downtowns and will create an opportunity for car show attendees to frequent our local businesses in the downtown area. It's estimated the shows could bring as many as 300 cars to our downtowns.

Anticipated fees for the event are approximately \$250.00 per event(\$1000 total). These costs are related to the staff time, barricades, and signage necessary for closing the parking lots on the north and south side of Demers Ave along restaurant row.

Recommendation:

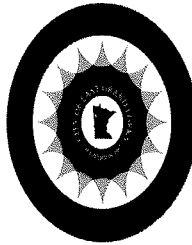
Waive the special event related fees for the Cruz-In Forks Downtown Car Show for the 2024 event dates.

Enclosures:

None

Accounts Payable
Check Register Totals Only

User: mnelson
Printed: 3/28/2024 - 3:15 PM



City of East Grand Forks

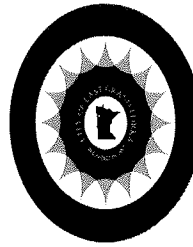
P. O. Box 373
East Grand Forks, MN 56721
(218) 773-2483

Check	Date	Vendor No	Vendor Name	Amount	Voucher
42206	04/02/2024	GFC002	City of Grand Forks	700.00	0
Check Total:				700.00	

Accounts Payable

Check Register Totals Only

User: mnelson
Printed: 3/29/2024 - 8:17 AM



City of East Grand Forks

P. O. Box 373
East Grand Forks, MN 56721
(218) 773-2483

Check	Date	Vendor No	Vendor Name	Amount	Voucher
42207	04/02/2024	ACM001	Acme Electric Companies	353.30	0
42208	04/02/2024	ADV007	Advanced Auto Parts	59.76	0
42209	04/02/2024	ADV001	Advanced Business Methods Inc	1,362.74	0
42210	04/02/2024	AME005	Aramark Uniform Services	560.66	0
42211	04/02/2024	ATV001	Auto Value Grand Forks	278.46	0
42212	04/02/2024	BAK001	Baker & Taylor Co	231.00	0
42213	04/02/2024	BAL001	Balco Uniforms Co Inc	69.96	0
42214	04/02/2024	BNS001	BNSF Railway Company	3,098.28	0
42215	04/02/2024	CUT003	Jacob Burris	400.00	0
42216	04/02/2024	CEN001	Center Point Large Print	168.99	0
42217	04/02/2024	GUM001	Central Programs Inc	259.34	0
42218	04/02/2024	CEN008	Century Electric	189.50	0
42219	04/02/2024	CIN001	Cintas Corporation No. 2	247.90	0
42220	04/02/2024	GFC002	City of Grand Forks	49,646.00	0
42221	04/02/2024	COL004	Coldspring Memorial	395.00	0
42222	04/02/2024	COL002	Cole Papers Inc	1,201.80	0
42223	04/02/2024	COM003	Complete Pest Control Inc	1,675.00	0
42224	04/02/2024	COU008	Countrywide Sanitation Company	38,530.19	0
42225	04/02/2024	DWT001	Dakota Wholesale Tire	473.04	0
42226	04/02/2024	DIA004	Diamond Maps	900.00	0
42227	04/02/2024	EAG001	Eagle Electric	344.22	0
42228	04/02/2024	GAL002	Galls LLC	511.20	0
42229	04/02/2024	GRA0011	Grainger	270.30	0
42230	04/02/2024	GFW001	Grand Forks Welding & Machine	248.85	0
42231	04/02/2024	GRE100	Bennet Gregoire	55.00	0
42232	04/02/2024	GUA001	Guardian Fleet Safety Co	3,824.00	0
42233	04/02/2024	HOM001	Home of Economy	15.98	0
42234	04/02/2024	ING003	Ingram Library Services	1,683.84	0
42235	04/02/2024	JOH026	Johnson Controls	9,908.72	0
42236	04/02/2024	KEI001	Keith's Security World	6.00	0
42237	04/02/2024	HAR081	Local Ace	65.98	0
42238	04/02/2024	HAR087	Local Ace	235.82	0
42239	04/02/2024	LUM001	Lumber Mart	9.07	0
42240	04/02/2024	M&W001	M&W Services	230.85	0
42241	04/02/2024	MEN001	Menards	162.25	0
42242	04/02/2024	MPO001	Metropolitan Planning Organization	4,816.88	0
42243	04/02/2024	MID001	MidAmerica Books	868.20	0
42244	04/02/2024	MID003	Midcontinent Communications	2,757.60	0
42245	04/02/2024	MID014	Midwest Overhead Crane	454.73	0
42246	04/02/2024	MND020	Minnesota DEED	788.44	0
42247	04/02/2024	MNC004	MN Chiefs of Police Association	1,610.00	0
42248	04/02/2024	MND006	MN Dept of Revenue	149.00	0
42249	04/02/2024	NOR024	Northland Yard Service	247.50	0
42250	04/02/2024	ORE001	O'Reilly Automotive, Inc.	649.24	0
42251	04/02/2024	OFF002	ODP Business Solutions, LLC	84.98	0
42252	04/02/2024	OPP001	Opp Construction LLC	927.52	0
42253	04/02/2024	ORC002	Orchard Oil Company	410.30	0
42254	04/02/2024	EXP002	Page 1 Publications, Inc.	420.41	0
42255	04/02/2024	POM001	Pomp's Tire Service, Inc	1,326.16	0
42256	04/02/2024	POW003	Powerplan OIB	15,698.02	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
42257	04/02/2024	ZAV001	RJ Zavoral & Sons, Inc	1,494.00	0
42258	04/02/2024	MIK001	SJA Thunder Corp	151.89	0
42259	04/02/2024	SPR002	Spray Advantage	149.12	0
42260	04/02/2024	STU001	Stuart's Towing	100.00	0
42261	04/02/2024	THU002	Thur-O-Clean	4,658.50	0
42262	04/02/2024	UTS001	United Tactical Systems LLC	672.00	0
42263	04/02/2024	VAL002	Valley Truck Parts and Services Inc.	639.67	0
42264	04/02/2024	WAT001	Water and Light Department	45,451.93	0
42265	04/02/2024	WID001	Widseth Smith Nolting & Associates	4,547.50	0
42266	04/02/2024	XCE001	Xcel Energy	12,636.78	0
Check Total:				219,383.37	