

PUBLIC WORKS & UTILITIES COMMITTEE

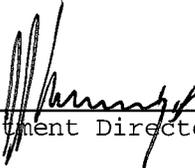
13-0479R

RESOLUTION AUTHORIZING AN AGREEMENT WITH ST. LOUIS COUNTY FOR LIGHTING AND MAINTENANCE OF THE CSAH 91 (HAINES ROAD) PEDESTRIAN UNDERPASS.

CITY PROPOSAL:

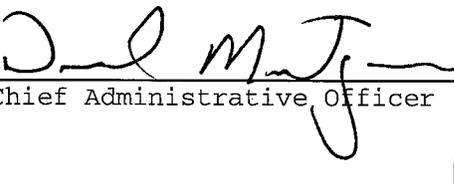
RESOLVED, that the proper city officials are hereby authorized to enter into an agreement with St. Louis County, a copy of which is on file in the office of the city clerk as Public Document No. _____, to maintain the lighting improvements to the CSAH 91 (Haines Road) underpass to serve the Superior Hiking Trail, payable from General Fund 110, Department/Agency 121 (Public Administration), Division 1217 (Maintenance Operations), Cost Center 2120 (Architecture and Facilities Management), Object 5381 (Electricity), S.P. 69-691-020, city project no. 0927TR.

Approved:



Department Director

Approved for presentation to council:



Chief Administrative Officer

Purchasing Agent 

Approved as to form:



Attorney

Approved:



Auditor

ENG CJV:jh 9/9/2013

STATEMENT OF PURPOSE: This resolution will authorize an agreement with St. Louis County for the lighting and maintenance of the CSAH 91 (Haines Road) pedestrian underpass, which is under construction and which will serve the Superior Hiking Trail. Upon completion of the lighting system and submittal of record drawings to the city, and acceptance of the lighting system by the city, the city will pay

all monthly electrical service necessary to operate the lighting system, and will, at its cost and expense, maintain the lighting system. Payable from General Fund 110, Department/Agency 121 (Public Administration), Division 1217 (Maintenance Operations), Cost Center 2120 (Architecture and Facilities Management), Object 5381 (Electricity), S.P. 69-691-020, city project no. 0927TR.

MINNESOTA DEPARTMENT OF TRANSPORTATION SAINT LOUIS COUNTY

CONSTRUCTION PLAN FOR: CONCRETE CULVERT REMOVAL, BITUMINOUS PAVING AND
THE CONSTRUCTION OF AN 8'X8' BOX CULVERT

LOCATED ON C.S.A.H. 91 (HAINES RD.) BETWEEN SKYLINE PARKWAY AND MORRIS THOMAS RD.

FROM A POINT THAT IS 0.3 MILES SOUTH AND 0.46 MILES EAST OF THE N.E. CORNER SECTION 6, T49N, R14W **TO** A POINT THAT IS 0.28 MILES SOUTH AND 0.44 MILES EAST OF THE N.E. CORNER SECTION 6, T49N, R14W

COUNTY PROJ. NO. 165106

GROSS LENGTH 293.41 FEET 0.056 MILES
 BRIDGES—LENGTH FEET MILES
 EXCEPTIONS—LENGTH FEET MILES
 NET LENGTH 293.41 FEET 0.056 MILES

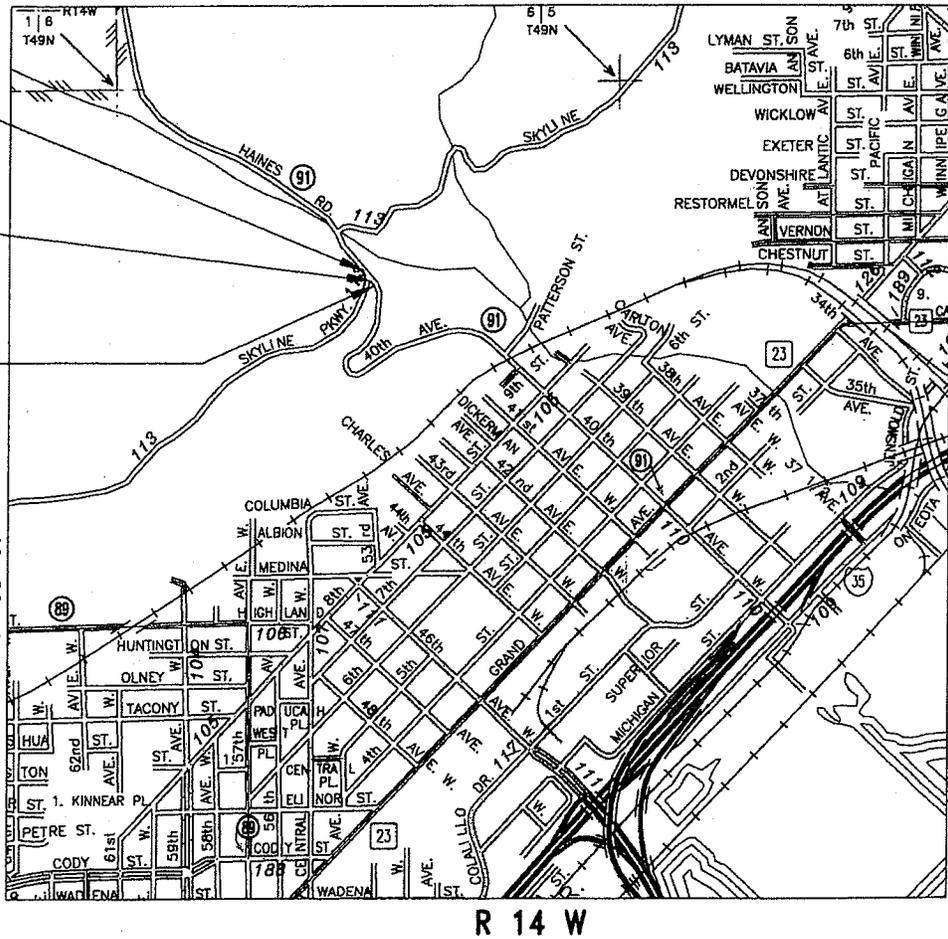
WARNING

LOCATION OF UNDERGROUND UTILITIES
TO BE VERIFIED BY CONTRACTOR.
CALL BEFORE DIGGING.
GOPHER STATE ONE CALL
1-800-252-1166
REQUIRED BY LAW

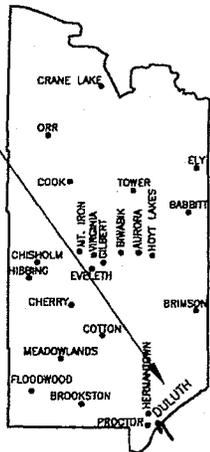
END PROJECT: S.A.P. 069-691-025

**CONSTRUCT 8'x8' PRECAST CONCRETE
BOX CULVERT**

BEGIN PROJECT: S.A.P. 069-691-025



PROJECT LOCATION



ST. LOUIS COUNTY



LHB INC.
DULUTH • MINNEAPOLIS
21 W. Superior St., Ste. 200, DULUTH, MN 55812
TEL 218/727-9448 FAX 218/727-9468
LHB PROJ.# 070593

PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

SCALES	
PLAN	20 ft.
EXISTING MAP	500 ft.

H

0927TR

SAP NO. 069-691-025/SAP 069-030-023(LOW) CF

St. Louis County
City of Duluth
Pedestrian Underpass Lighting Agreement
CP 0091-8269, SP 069-691-020

ST. LOUIS COUNTY
LIGHTING MAINTENANCE AGREEMENT
BETWEEN
THE COUNTY OF ST. LOUIS
AND
THE CITY OF DULUTH
TO

Provide maintenance and electrical energy for the new lighting system in the pedestrian underpass serving the Superior Hiking Trail located on County State Aid Highway No. 91 (Haines Road) in Duluth, St. Louis County, Minnesota.

CP 0091-8269, SP 069-691-020

Prepared by the St. Louis County Traffic Engineering Division

St. Louis County
City of Duluth
Pedestrian Underpass Lighting Agreement
CP 0091-8269, SP 069-691-020

THIS AGREEMENT is between the COUNTY OF ST. LOUIS, a duly organized county within the State of Minnesota, hereinafter referred to as the "County", and the CITY OF DULUTH, hereinafter referred to as the "City", a municipal corporation of St. Louis County, Minnesota.

WITNESSETH:

WHEREAS, Minnesota Statute 162.17, subd. 1, provides for an agreement for the division of costs and responsibilities to be borne by the County and the City; and

WHEREAS, the County and the City have agreed that it is in the public's best interest to install a new lighting system in the pedestrian underpass that serves the Superior Hiking Trail at the location set out in this agreement (the "Lighting System"); and

WHEREAS, the County and the City will participate in the installation, maintenance and provision of electrical energy to the Lighting System as set out in this agreement; and

WHEREAS, the County has prepared a plan to install the Lighting System as set out in this agreement, further identified as County Project Number CP 0091-8269, SP 06-691-020; and

WHEREAS, County State Aid Highway No. 91 is hereinafter referred to as "Haines Road".

THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD, with regard to the aforementioned project that the parties hereby agree to the following:

1. The County has prepared the necessary plan, specifications and proposal (preliminary engineering) for the Lighting System in the pedestrian underpass. The County will also perform all construction engineering and inspection functions (construction engineering) in connection with the construction contract and perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
2. At its own expense, the County, with its own resources or by contract, will install the Lighting System.
3. At its own expense, the County will also secure an adequate power supply to the service pad or poles.
4. Upon completion and acceptance of the Lighting System by the County, the County will submit record drawings of the Lighting System to the City.

St. Louis County
City of Duluth
Pedestrian Underpass Lighting Agreement
CP 0091-8269, SP 069-691-020

5. Upon submission of the record drawings of the Lighting System to the City, the City will thereafter pay all monthly electrical service expenses necessary to operate the Lighting System. The City will, at its cost and expense: (1) maintain the luminaires and all its components, including replacing the luminaires when necessary; and (2) clean and relamp the luminaires; and (3) all other maintenance, including locating, to maintain and keep in repair said installation.
6. Each party designates an Authorized Representative for the purpose of administering this Agreement. A party's Authorized Representative has the authority to give and receive notices, and to make any other decision required or permitted by this Agreement.
 - a. The County's Authorized Representative is James T. Foldesi, County Highway Engineer/Public Works Director, or his successor. His current address, phone number and email are 4787 Midway Road, Duluth, MN 55811, 218-625-3830, foldesij@stlouiscountymn.gov.
 - b. The City's Authorized Representative is James J. Benning II, Public Works Director, or his successor. His current address, phone number and email are 411 West First Street, Room 211, Duluth, MN 55802, 218-730-5105, jbenning@duluthmn.gov.
7. This Agreement contains all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
8. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act of omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. Any obligation on the part of the City or County to indemnify, hold harmless and defend the other, as set forth in this Section, shall be capped at and shall not exceed the respective statutory liability limits of the County or City. The provisions of Minn. Stat. § 471.59, Subd. 1a. shall apply to this Agreement.
9. This Agreement shall be construed under the laws of the state of Minnesota, and that any legal action involving the Agreement shall be venued in Duluth, Minnesota.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

10. That any and all employees of the County, while engaged in the performance of any work or service which the County is specifically required to perform under this Agreement, shall be considered employees of the County only and not of the City. Any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act of said employees shall be the sole obligation of the County.

11. That any and all employees of the City, while engaged in the performance of any work or service which the City is specifically required to perform under this Agreement, shall be considered employees of the City only and not of the County. Any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act, of said employees, shall be the sole obligation of the City.

COUNTY OF ST. LOUIS

Chair of the County Board

By _____
Public Works Director/Highway Engineer

Date _____

Date _____

APPROVED AS TO FORM AND EXECUTION:

County Auditor

By _____
County Attorney

Date _____

Date _____

CITY OF DULUTH

Mayor

By _____
City Clerk

Date _____

Date _____

(City Seal)

APPROVED AS TO FORM:

City Auditor

By _____
City Attorney

Date _____

Date _____