

PUBLIC WORKS & UTILITIES COMMITTEE

14-0071R

RESOLUTION AUTHORIZING AN AGREEMENT WITH ST. LOUIS COUNTY FOR CONSTRUCTION OF SANITARY SEWER AND WATER SYSTEM UTILITY IMPROVEMENTS ASSOCIATED WITH THE RECONSTRUCTION OF CSAH 89 (57TH AVENUE WEST AND HIGHLAND STREET) FROM CODY STREET TO SKYLINE PARKWAY.

CITY PROPOSAL:

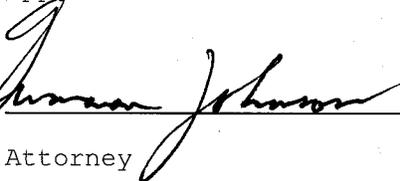
RESOLVED, that the proper city officials are hereby authorized to enter into an agreement, substantially in the form of that on file in the office of the city clerk as Public Document No. _____, with St. Louis County to construct sanitary sewer and water system improvements in CSAH 89 (57th Avenue West and Highland Street) from Cody Street to Skyline Parkway, city project no. 1237, to be paid from the following: \$600,000 from Water Fund 510, Department/Agency 500 (Public Works & Utilities), Organization 1905 (Capital), Object 5536 (Utility Infrastructure Improvements), \$350,000 from Sanitary Sewer Fund 530, Department/Agency 500 (Public Works & Utilities), Organization 1905 (Capital), Object 5536 (Utility Infrastructure Improvements), and \$5,000 from Gas Fund 520, Department/Agency 500 (Public Works & Utilities), Organization 1905 (Capital), Object 5535 (Non-Capital Improvements).

Approved:



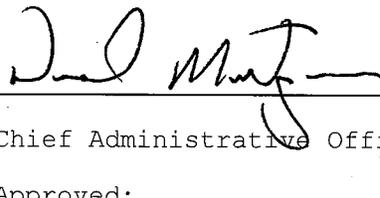
Department Director

Approved as to form:



Attorney

Approved for presentation to council:



Chief Administrative Officer

Approved:



Auditor

ENG TMP:jh 1/30/2014

STATEMENT OF PURPOSE: This resolution will authorize an agreement with St. Louis County for construction of sanitary sewer and water system utility improvements in CSAH 89 (57th Avenue West and Highland Street) from Cody Street to Skyline Parkway, city project no. 1237. Upon completion of the sanitary sewer and water system improvements, and acceptance of the sanitary sewer and water system facilities by the city, the city will pay St. Louis County for actual costs, estimated to be \$600,000 from Water Fund 510, Department/Agency 500 (Public Works & Utilities), Organization 1905 (Capital), Object 5536 (Utility Infrastructure Improvements), \$350,000 from Sanitary Sewer Fund 530, Department/Agency 500 (Public Works & Utilities), Organization 1905 (Capital), Object 5536 (Utility Infrastructure Improvements), and \$5,000 from Gas Fund 520, Department/Agency 500 (Public Works & Utilities), Organization 1905 (Capital), Object 5535 (Non-Capital Improvements).

CITY OF DULUTH

DEPARTMENT OF PUBLIC WORKS AND UTILITIES ENGINEERING DIVISION

UTILITY CONSTRUCTION ONLY PLAN SHEETS:

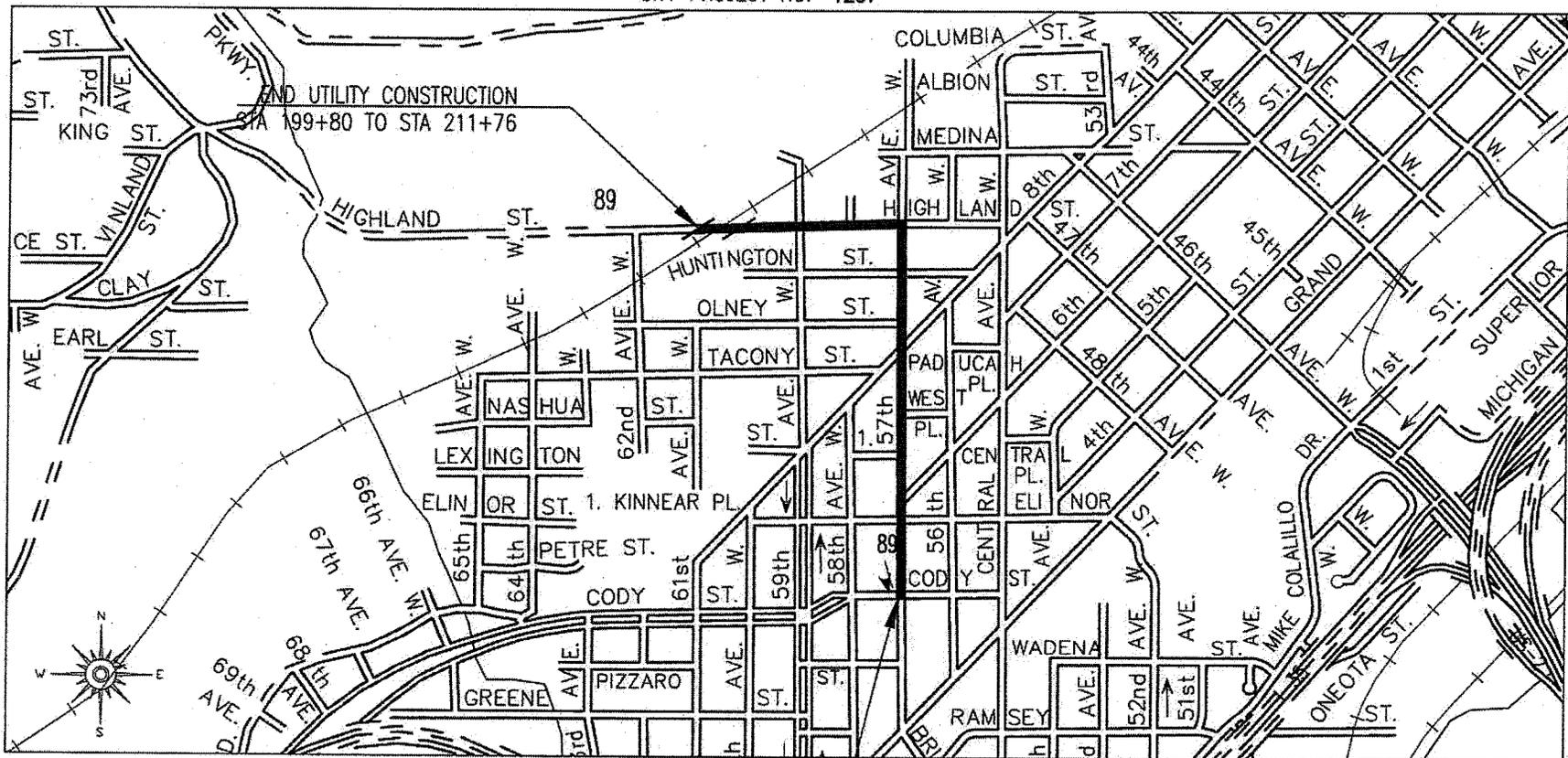
57TH AVE W & HIGHLAND ST WATER & SANITARY UTILITY IMPROVEMENTS

UTILITY PROJECT LENGTH = 2518 FT (57TH AVE W)

UTILITY PROJECT LENGTH = 1196 FT (HIGHLAND ST)

S.A.P. NO. 069-689-004

CITY PROJECT NO. 1237



BEGIN UTILITY CONSTRUCTION

St. Louis County
City of Duluth (Proj. No. 1237)
SAP 069-689-004 (CP 0089-176509)

ST. LOUIS COUNTY
SANITARY SEWER AND WATER SYSTEM
AGREEMENT
BETWEEN
THE COUNTY OF ST. LOUIS
AND
THE CITY OF DULUTH
TO

Install a Sanitary Sewer and Water System on County State Aid Highway 89 (57th Ave West and Highland Street) from the intersection with Cody Street to Skyline Parkway, in Duluth, St. Louis County, Minnesota.

SAP 069-689-004 (CP 0089-176509)

Prepared by the St. Louis County Highway Engineering Division

THIS AGREEMENT is made and entered into by and 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.

WHEREAS the County intends to undertake the reconstruction of a portion of County State Aid Highway 89 (hereinafter "CSAH 89") during the 2014 construction season; and

WHEREAS, the project has been assigned project number SAP 069-689-004 (CP 0089-176509); and

WHEREAS, it is justified and considered mutually desirable for the City to install a sanitary sewer and water system during the reconstruction of CSAH 89 by the County; and

WHEREAS, the County will advertise, bid, and enter into a contract with the low bidder for reconstruction of CSAH 89 (hereinafter the "Contract"); and

THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD AS FOLLOWS:

1. The City shall prepare plans and specifications for the sanitary sewer and water system which will be included in the County's reconstruction plan. The County shall include the plans and specifications in the proposed bid package, from which the costs for the proposed sanitary sewer and water system will be determined by the bid prices in accordance with the terms of the Contract and upon written approval of such costs by the City for the work requested within SAP 069-689-004. The City shall

perform all construction engineering, staking, inspection, material certification and acceptance, and measurement of all items and recording of as built information for the sanitary sewer and water system. The City shall submit approved and accepted quantities to the County for payment. The County shall perform all other contract administration.

2. The County and City shall perform, by contract, the roadway reconstruction work and sanitary sewer and water system work provided for in the Plan, with the construction costs of the roadway covered by the County and the construction costs of the sanitary sewer and water system covered by the City. The County, shall prepare bid documents by compiling pay items from the Road Plans, and Utility Improvement Plans, and shall award the contract for said projects to the lowest responsible bidder in accordance with current specifications. After contract letting, and prior to contract award, the County will provide the City with an abstract of all bids received. The City will promptly review bid information. The County must obtain the concurrence of the City prior to awarding the contract.

3. All further costs for change orders, work orders and supplemental agreements shall be covered by the respective owner of the work. Any unsuitable materials encountered during the sanitary sewer and water system installation which require disposal or replacement with acceptable embankment shall be paid for by the City.

4. Any field changes related to the sanitary sewer or water system shall be authorized by the City prior to the work occurring.

5. The City shall take all actions necessary to prepare its project for construction, including, but not limited to obtaining any and all applicable environmental

permits as required by law, temporary storage sites, temporary or permanent easements, and site restoration at its cost and expense.

6. In the event that the City takes any action that results in lost time or efficiency, or a delay of completion of the County's reconstruction of CSAH 89, the City shall bear the full financial responsibility for any claims or causes of action arising therefrom.

7. The City shall require and pay for concrete encased castings on all sanitary manholes and water valves in the roadway. The County shall be responsible for the repair of any deficiencies created by the concrete encased castings.

8. 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. For the County:

Steve Krasaway, P.E.
Public Works Department / Resident Engineer
4787 Midway Road
Duluth, MN 55811
(218) 625-3841

b. For the City:

Eric Shaffer
Chief Engineer of Utilities
411 W 1st Street- Room 211
Duluth, MN 55802
(218) 730-5071

9. The City shall pay to the County within 45 days of Contract approval, an amount equal to 50 percent of the total City of Duluth non-participating items, based on the contract unit prices as contained in the successful Contractor's bidding documents. Additionally, when the sum of all contract costs paid to the contractor reach 25 percent of the total contract cost at award of bid, the City shall pay to the county an additional 45 percent of the total City of Duluth non-participating items.

The City shall make final payment to the County after substantial completion of the project. Payment shall be received within 30 days of receipt of a statement of final contract quantities and an invoice for the County's cost for improvements as described herein. In the event that the amount of funds advanced by the City is in excess of the final cost of its share of improvements, the excess shall be returned to the City without interest. The County reserves the right to request additional funds for project overruns up to 95 percent of the work certified until the time of final billing or at such time the retainage may be reduced

10. This Agreement may be terminated only as follows:
- a. At any time by mutual agreement of the parties;
 - b. By any party at any time upon 30 days notice in the event of default by a party, provided however that such termination shall not be effective if the defaulting party cures such default by end of the 30 day notice period; In the event of such termination, the County and City shall be entitled to pro-rata payment for work and services satisfactorily performed up to the

effective date of such termination.

- c. By any party immediately at any time if the funding provided is not sufficient to pay for the work provided herein. In the event of such termination, the parties shall meet to determine how to conclude the Project, and each party shall pay its pro-rata share to the other party for work and services satisfactorily performed.

11. Each of the parties hereto hereby agrees that it shall defend, indemnify and save harmless the other party and all of their employees and agents from any and all claims, demands actions or causes of action of whatever nature or character arising out of or by reason of their negligent or intentional acts or omissions in the execution or performance of the work provided herein.

12. 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, and not the City, and that 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 claims made by any third parties as a consequence of any act of said employees, shall be the sole obligation of the County.

13. 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, and not the County, and that 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 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

Dated _____

APPROVED AS TO FORM AND EXECUTION:

County Auditor

By _____
County Attorney
Damion No. 2014-8441

CITY OF DULUTH

COUNTERSIGNED:

Mayor

By _____
City Clerk

(City Seal)

APPROVED AS TO FORM:

City Auditor

By _____
City Attorney