

PUBLIC WORKS & UTILITIES COMMITTEE

10-0652R

RESOLUTION AUTHORIZING AN AGREEMENT WITH ST. LOUIS COUNTY FOR TRAFFIC SIGNAL AND ROADWAY IMPROVEMENTS TO ARROWHEAD ROAD BETWEEN THE SOUTHERLY AND NORTHERLY RICE LAKE ROAD INTERSECTIONS, AND SOUTHERLY RICE LAKE ROAD FROM THE INTERSECTION OF ARROWHEAD ROAD APPROXIMATELY 700 FEET SOUTH.

CITY PROPOSAL:

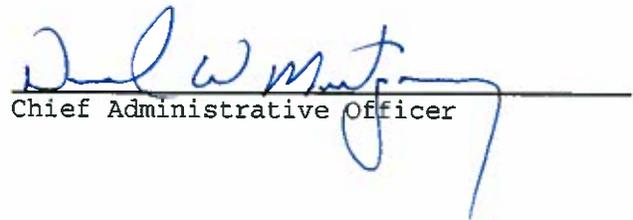
RESOLVED, that the proper city officials are authorized to enter into an agreement with St. Louis County, a copy of which is on file in the office of the city clerk as Public Document No. _____, to make traffic signal and roadway improvements to Arrowhead Road between the southerly and northerly Rice Lake Road intersections, and southerly Rice Lake Road from the intersection of Arrowhead Road approximately 700 feet south, as set forth in State Aid Project 69-604-0655/118-160-022, in an amount not to exceed \$250,000, payable from Permanent Improvement Fund 0411, Department/Agency 035, Object 5530, and will be reimbursed from the city's municipal state aid construction account, city project no. 0662TR.

Approved:

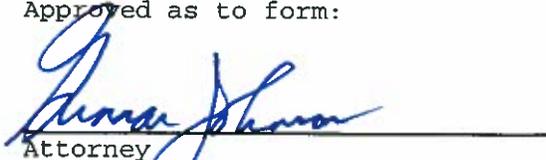

Department Director

Purchasing Agent 

Approved for presentation to council:


Chief Administrative Officer

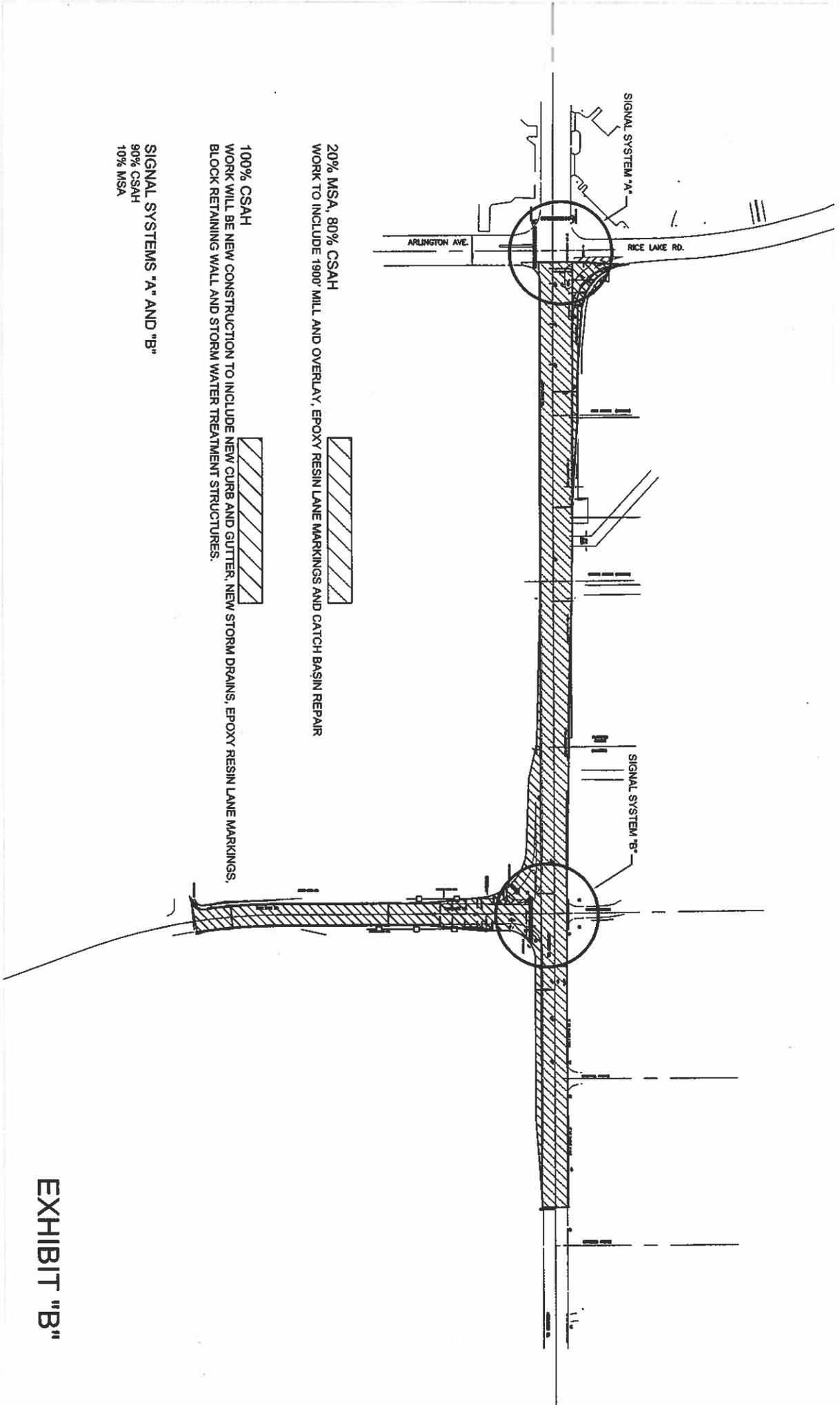
Approved as to form:


Attorney

Approved:


Auditor

STATEMENT OF PURPOSE: This resolution will authorize the city to enter into an agreement with St. Louis County to make traffic signal and roadway improvements to Arrowhead Road between the southerly and northerly Rice Lake Road intersections, and to southerly Rice Lake Road from the intersection of Arrowhead Road approximately 700 feet south, in an amount not to exceed \$250,000. The county plans to make these improvements during the 2011 construction season. The county will pay for 80% of the work on the Arrowhead Road mainline, with the city paying for the remaining 20%. The county will pay for 100% of the turn lanes (widening) work on Arrowhead Road, as well as for 100% of the costs for improvements to Rice Lake Road. The city of Duluth's portion of the costs will be payable from Permanent Improvement Fund 0411, Department/Agency 035, Object 5530, and will be reimbursed from the city's municipal state aid construction account, city project no. 0662TR. This agreement also contains standard language between the city and the county for maintenance of the signal system.

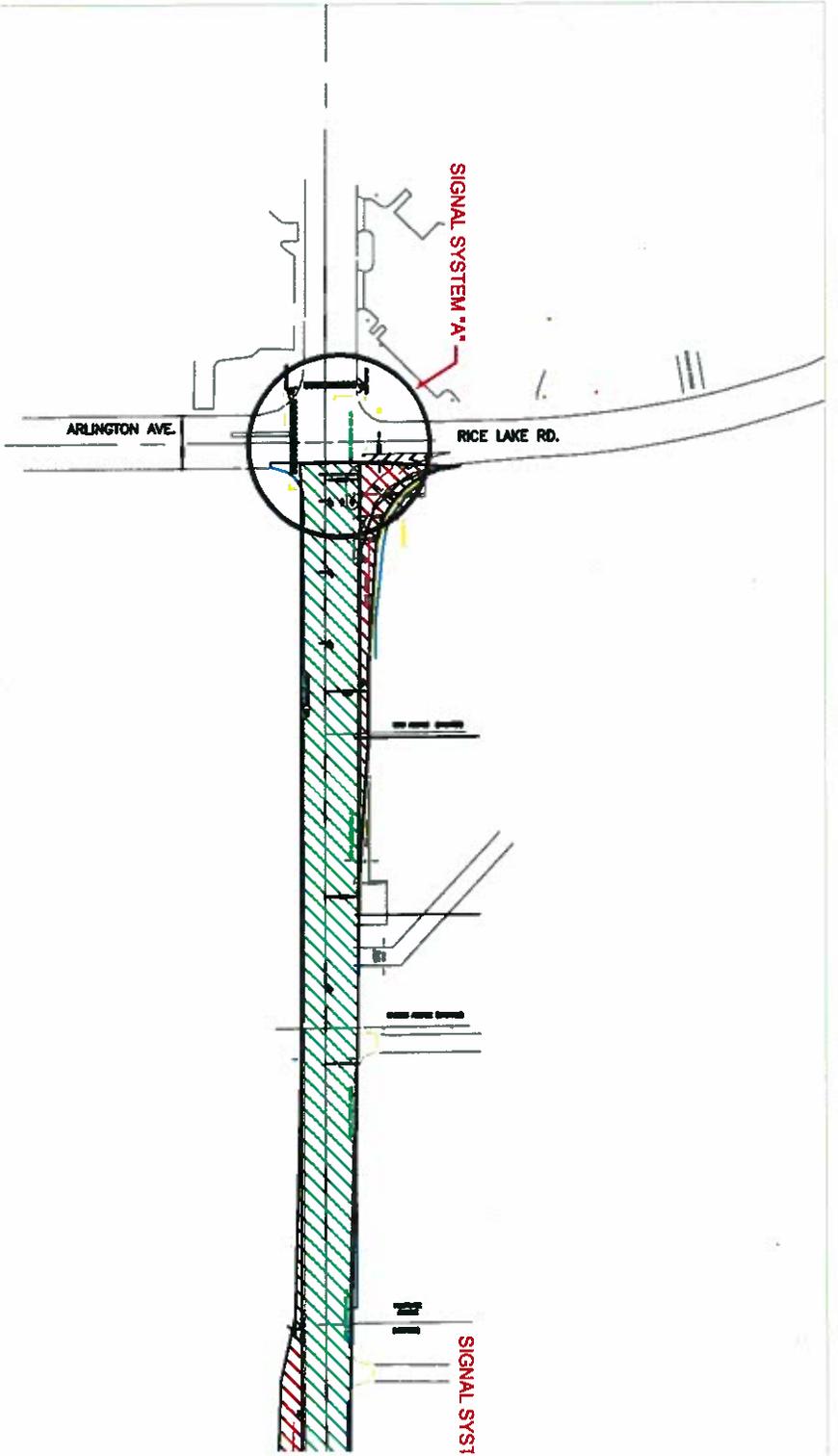


20% MSA, 80% CSAH
 WORK TO INCLUDE 1900' MILL AND OVERLAY, EPOXY RESIN LANE MARKINGS AND CATCH BASIN REPAIR

100% CSAH
 WORK WILL BE NEW CONSTRUCTION TO INCLUDE NEW CURB AND GUTTER, NEW STORM DRAINS, EPOXY RESIN LANE MARKINGS,
 BLOCK RETAINING WALL AND STORM WATER TREATMENT STRUCTURES.

SIGNAL SYSTEMS "A" AND "B"
 90% CSAH
 10% MSA

EXHIBIT "B"



20% MSA, 80% CSAH
 WORK TO INCLUDE 1900' MILL AND OVERLAY, EPOXY RESIN LANE MARKINGS AND CATCH BASIN REPAIR



100% CSAH
 WORK WILL BE NEW CONSTRUCTION TO INCLUDE NEW CURB AND GUTTER, NEW STORM DRAINS, EPOXY RESIN LANE
 BLOCK RETAINING WALL AND STORM WATER TREATMENT STRUCTURES.



SIGNAL SYSTEMS "A" AND "B"
 90% CSAH
 10% MSA

ST. LOUIS COUNTY
TRAFFIC SIGNAL SYSTEM
AGREEMENT
BETWEEN
THE COUNTY OF ST. LOUIS
AND
THE CITY OF DULUTH
TO

Renovate the Traffic Signal System with Street Lights and Signing at the intersection of County State Aid Highway No. 4 (Rice Lake Road) and County State Aid Highway No. 90 (Arlington Avenue) at County State Aid Highway No. 32 (West Arrowhead Road) and Municipal State Aid Street No. 160 (West Arrowhead Road); Reconstruct the Traffic Signal System with Street Lights and Signing at the intersection of County State Aid Highway No. 4 (Rice Lake Road) and Sawyer Avenue at Municipal State Aid Street No. 160 (West Arrowhead Road); Install a Traffic Control Interconnection, and Construct Certain Roadway Improvements along County State Aid Highway No. 4 (Rice Lake Road) and Municipal State Aid Street No. 160 (West Arrowhead Rd.) in Duluth, St. Louis County, Minnesota.

SAP 69-604-65 (CP 8294)/SAP 118-160-22 (City Project No. 0662TR)

Prepared by the St. Louis County Traffic 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 County State Aid Highway No. 4 is hereinafter referred to as "Rice Lake Road", and County State Aid Highway No. 32 and Municipal State Aid Street No. 160, are hereinafter referred to as "West Arrowhead Road", and County State Aid Highway No. 90 is hereinafter referred to as "Arlington Avenue"; and

WHEREAS, the traffic signal system at the intersection of Rice Lake Road and Arlington Avenue at West Arrowhead Road is hereinafter referred to as Traffic Signal System "A", and the traffic signal system at the intersection of Rice Lake Road and Sawyer Avenue at West Arrowhead Road is hereinafter referred to as Traffic Signal System "B"; and

WHEREAS, it is justified and considered mutually desirable to renovate Traffic Signal System "A" with street lights and signing, and reconstruct Traffic Signal System "B" with street lights and signing, and install the traffic control interconnection between Traffic Signal System "A" and Traffic Signal System "B", and make certain roadway improvements on Rice Lake Road and West Arrowhead Road; and

WHEREAS, the County and City have prepared a plan to renovate Traffic Signal System "A" with street lights and signing, and reconstruct Traffic Signal System "B" with street lights and signing, install a traffic control interconnection between Traffic Signal System "A" and Traffic Signal System "B", and make certain roadway improvements on Rice Lake Road and West Arrowhead Road, identified further as

County State Aid Project No. SAP 69-604-065, County Project No. 8294, and City State Aid Project No. SAP 118-160-22, City Project No. 0662TR, hereafter which projects are collectively known as the "Plan"; and

WHEREAS, Minnesota Statute 162.02, subd. 8, requires approval of the Plan by the governing body of the City; and

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 to participate in the cost, maintenance and operation of the traffic signal systems with street lights and signing and traffic control interconnection, and the cost of certain road improvements, as hereinafter set forth.

THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD AS FOLLOWS:

1. The County and the City shall prepare the plan, specifications, and proposal, which shall constitute "Preliminary Engineering". For the County, Preliminary Engineering shall include the traffic signal system plan, at its cost and expense. For the City, Preliminary Engineering shall include the roadway design, which shall include geometric modifications, at its cost and expense. The County shall perform all necessary contract administration, construction engineering and staking, material testing, record keeping and construction inspection, and shall administer the terms of the contract from contract award to the certification of final payment, which shall constitute "Engineering and Inspection" and shall be so referred to hereinafter, at its cost and expense. See Exhibit A.

2. The City shall approve the Plan as per Minnesota Statute 162.02, subd. 8.

3. The City may conduct periodic on-site inspections during the construction operation on the project, review materials and construction techniques being used in the work, and report any observed deficiencies to the County immediately.

4. The contract cost of the work shall constitute the actual "Construction Cost" and shall be so referred to hereinafter.

5. The County shall perform, by contract, the traffic signal system and roadway work provided for in the Plan, with the Construction Costs shared as follows and as shown on Exhibit B:

- a. This project is eligible for one-hundred (100) percent State-Aid funding.
- b. Roadway costs: Twenty (20) percent shall be the City's rate of cost participation for roadway improvements made to West Arrowhead Road. Eighty (80) percent shall be the County's rate of cost participation for roadway improvements made to West Arrowhead Road. One-hundred (100) percent shall be the County's rate of cost participation for Rice Lake Road and all turn lanes. Ten (10) percent shall be the City's rate of cost participation for the Mobilization and Traffic Control line items. Ninety (90) percent shall be the County's rate of cost participation for the Mobilization and Traffic Control line items.
- c. Traffic Signal System, Lighting, Emergency Vehicle Preemption System, and Interconnection costs: Ten (10) percent for the City and ninety (90) percent for the County shall be each entity's rate of cost participation for the following items tabulated on the Statement of Estimated Quantities in

the Plan: Traffic Control Signal System A, Traffic Control Signal System B, Emergency Vehicle Preemption System A, Emergency Vehicle Preemption System B, and Traffic Control Interconnection.

d. One-hundred (100) percent shall be the City's cost participation for any storm sewer items ineligible for state-aid funding.

6. The County and City shall share in the costs of construction contract addenda, change orders, work orders and supplemental agreements in the proportions shown in Paragraph 5.

7. The City shall pay to the County within thirty (30) days of award of the Contract an amount equal to ninety-five (95) percent of the City's share of the estimated Construction Cost based on a computation using said percentage, the cost share as specified in Paragraph 5 and the Contract unit prices as contained in the successful Contractor's bidding documents. The County reserves the right to request additional funds for project overruns up to ninety-five (95) of the work certified until the time of final billing, or at such time the retainage may be reduced.

8. Upon completion of the work provided in Paragraph 5 hereof, upon completion of all other construction work performed under the County contract, after final acceptance of the Project, and within thirty (30) days of receipt of a valid statement of final Contract quantities, the City shall make final payment to the County for the City's share of the Construction Costs. In the event that the amount of funds advanced by the City is in excess of the final cost of the City's share, the excess shall be returned to the City without interest.

9. The City shall provide an adequate electrical power supply to the service pad, and upon completion of Traffic Signal System “A” with street lights, signing and traffic control interconnection, shall provide the necessary electrical power for its operation at the cost and expense of the City.

10. Upon completion of Traffic Signal System “A” with street lights, signing and traffic control interconnection, it shall be the City’s responsibility, at its cost and expense, to: (1) maintain the luminaires and all its components, including replacement of the luminaire if necessary; (2) relamp the traffic control signal and street lights; and (3) clean and paint the traffic control signal, cabinet and luminaire mast arm extensions.

It shall be the County’s responsibility, at its cost and expense, to maintain all pole mounted signing, and provide materials for all mast arm signing. The City shall install all mast arm signing on a reimbursable basis.

It shall be the County’s responsibility, at its cost and expense, to perform all other traffic signal system and street light maintenance, including locating, to maintain and keep in repair said installation. The actual work is to be performed by the City on a reimbursable basis.

11. The City shall provide an adequate electrical power supply to the service pad, and upon completion of Traffic Signal System “B” with street lights, signing and traffic control interconnection, shall provide the necessary electrical power for its operation at the cost and expense of the City.

12. Upon completion of Traffic Signal System “B” with street lights, signing and traffic control interconnection, it shall be the City’s responsibility, at its cost and expense, to: (1) maintain the luminaires and all its components, including replacement of

the luminaire if necessary; (2) relamp the traffic control signal and street lights; and (3) clean and paint the traffic control signal, cabinet and luminaire mast arm extensions.

It shall be the County's responsibility, at its cost and expense, to maintain all pole mounted signing, and provide materials for all mast arm signing. The City shall install all mast arm signing on a reimbursable basis.

It shall be the County's responsibility, at its cost and expense, to perform all other traffic signal system and street light maintenance, including locating, to maintain and keep in repair said installation. The actual work is to be performed by the City on a reimbursable basis.

13. Upon completion of the work installing the traffic control interconnection between Traffic Signal System "A" and Traffic Signal System "B", it shall be the County's responsibility, at its cost and expense to: (1) ensure a proper connection of the interconnect cable to the appropriate terminals between the traffic signal systems; and (2) maintain the interconnect cable, including locating. The actual work is to be performed by the City on a reimbursable basis.

14. Upon completion of the traffic signal system work and all other construction work performed under the Contract, the City agrees to maintain and keep in repair the traffic signal systems, street lights and signing and operate said signals, including timing; and maintain and keep in repair the traffic control interconnection as specified in this agreement. Timing of the traffic signal systems provided for herein shall be determined by the City's Traffic Engineer.

15. Upon completion of the traffic signal system work and all other construction work performed under the Contract, the County shall be billed annually by

the City for the actual costs of labor, material, equipment and overhead in maintaining and keeping in repair the traffic signal systems, including locating, as specified in this Agreement. Payment to the City shall be made by the County for such aforementioned costs upon submission by the City of an invoice in triplicate itemizing said costs and certified by a responsible City official. The City's invoice shall be submitted to the County Traffic Engineer.

16. Either the County or the City may terminate the terms and conditions covering maintenance and operation contained in Paragraphs 9, 10, 11, 12, 13, 14 and 15 upon providing thirty (30) days notice to the other party. The City's termination must be accomplished by a resolution of the City Council. The County's termination must be accomplished by a resolution of the County Board.

Upon termination it shall be the City's responsibility, at its cost and expense, for Traffic Signal System "A" with street lights, signing and traffic control interconnection to: (1) maintain the luminaires and all its components, including replacement of the luminaire if necessary; (2) relamp the traffic control signal and street lights; and (3) clean and paint the traffic control signal, cabinet and luminaire mast arm extensions. It shall be the County's responsibility, at its cost and expense, to maintain all pole mounted signing and provide materials for all mast arm signing. It shall be the City's responsibility, at its cost and expense, to install all mast arm signing. It shall be the County's responsibility, at its cost and expense, to perform all other traffic control signal and street light maintenance, including locating, to maintain and keep in repair said installation.

Upon termination it shall be the City's responsibility, at its cost and expense, for Traffic Signal System "B" with street lights, signing and traffic control interconnection

to: (1) maintain the luminaires and all its components, including replacement of the luminaire if necessary; (2) relamp the traffic control signal and street lights; and (3) clean and paint the traffic control signal, cabinet and luminaire mast arm extensions. It shall be the County's responsibility, at its cost and expense, to maintain all pole mounted signing and provide materials for all mast arm signing. It shall be the City's responsibility, at its cost and expense, to install all mast arm signing. It shall be the County's responsibility, at its cost and expense, to perform all other traffic control signal and street light maintenance, including locating, to maintain and keep in repair said installation.

Upon termination it shall be the County's responsibility, at its cost and expense, for the traffic control interconnection between Traffic Signal System "A" and Traffic Signal System "B" to: (1) ensure a proper connection of the interconnect cable to the appropriate terminals between the traffic signal systems; and (2) maintain the interconnect cable, including locating.

The timing of the Traffic Signal System "A" and Traffic Signal System "B" shall be determined by the City and no changes shall be made therein except with notification to the County.

17. The County and the City shall continue to enforce applicable traffic and parking restrictions on Rice Lake Road, West Arrowhead Road, Arlington Avenue, and Sawyer Avenue during the construction work on this project.

18. The County and the City shall prepare plans and specifications for said project in accordance with the 2005 Edition of the Minnesota Department of Transportation "Standard Specifications for Construction".

19. The County shall take all actions necessary to prepare the project for construction, including, but not limited to, the preparation of environmental statements as required by law, at its cost and expense.

20. The County shall perform the services to acquire all additional right-of-way and construction easements required for the Project in accordance with the Plan at its cost and expense. The City shall pay the cost to purchase additional right-of-way and construction easements required for the construction of the right turn lane from West Arrowhead Road onto northbound Rice Lake Road in accordance with the Plan.

21. The County, acting through the County Highway Engineer, shall prepare bid documents by compiling pay items from the Plan, and shall award the contract for said project to the lowest responsible bidder in accordance with current specifications. After contract letting, and prior to contract award, the County shall provide the City with an abstract of all bids received. The City shall promptly review bid information. The County must obtain the concurrence of the City's Director of Public Works or their designee prior to awarding the contract. The City's Director of Public Works or their designee shall notify the County of its concurrence or non-concurrence with the bids within five (5) business days of the date of bid opening.

22. The County shall permit City personnel, or persons designated by them, to have every opportunity to review the work being performed on the project. If the County determines that changes in the work are necessary or advisable for the satisfactory completion of the City cost participation work, the County shall obtain approval of the City's Director of Public Works or their designee prior to authorizing such changes.

23. The County shall require its contractor to post payment and performance bonds in amounts equal to the contract cost in accordance with state law. The County shall pursue action against the bonds in the event of a default by the contractor.

24. The County shall require its contractor to identify the County and the City as an insured party for the amounts listed in the insurance requirements contained in the Contract for SAP 69-604-065 and SAP 118-160-22.

25. If the County imposes any liquidated damages on its contractor, such damages shall be credited to all parties in proportion to their cost participation share.

26. 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:

James T. Foldesi, P.E.

County Highway Engineer/Public Works Director

4787 Midway Road

Duluth, MN 55811

(218) 625-3840

e-mail: foldesij@co.st-louis.mn.us

b. For the City:

James J. Benning II, P.E. P.T.O.E.

Public Works Director

411 W. 1st Street – Room 211

Duluth, MN 55802-1191

(218) 730-5105

e-mail: jbenning@duluthmn.us

27. 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 thirty (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 thirty (30) day notice period; In the event of such termination, the County 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 at any time prior to the award of the construction contract.
 - d. 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 Projects, and each party shall pay its pro-rata share to the other party for work and services satisfactorily performed.

28. 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.

29. 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.

30. 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

RECOMMENDED FOR APPROVAL:

Chair of the County Board

By _____
Public Works Director/Highway Engineer

Dated _____

APPROVED AS TO FORM AND EXECUTION:

County Auditor

By _____
County Attorney

CITY OF DULUTH

COUNTERSIGNED:

Mayor

By _____
City Clerk

(City Seal)
APPROVED AS TO FORM:

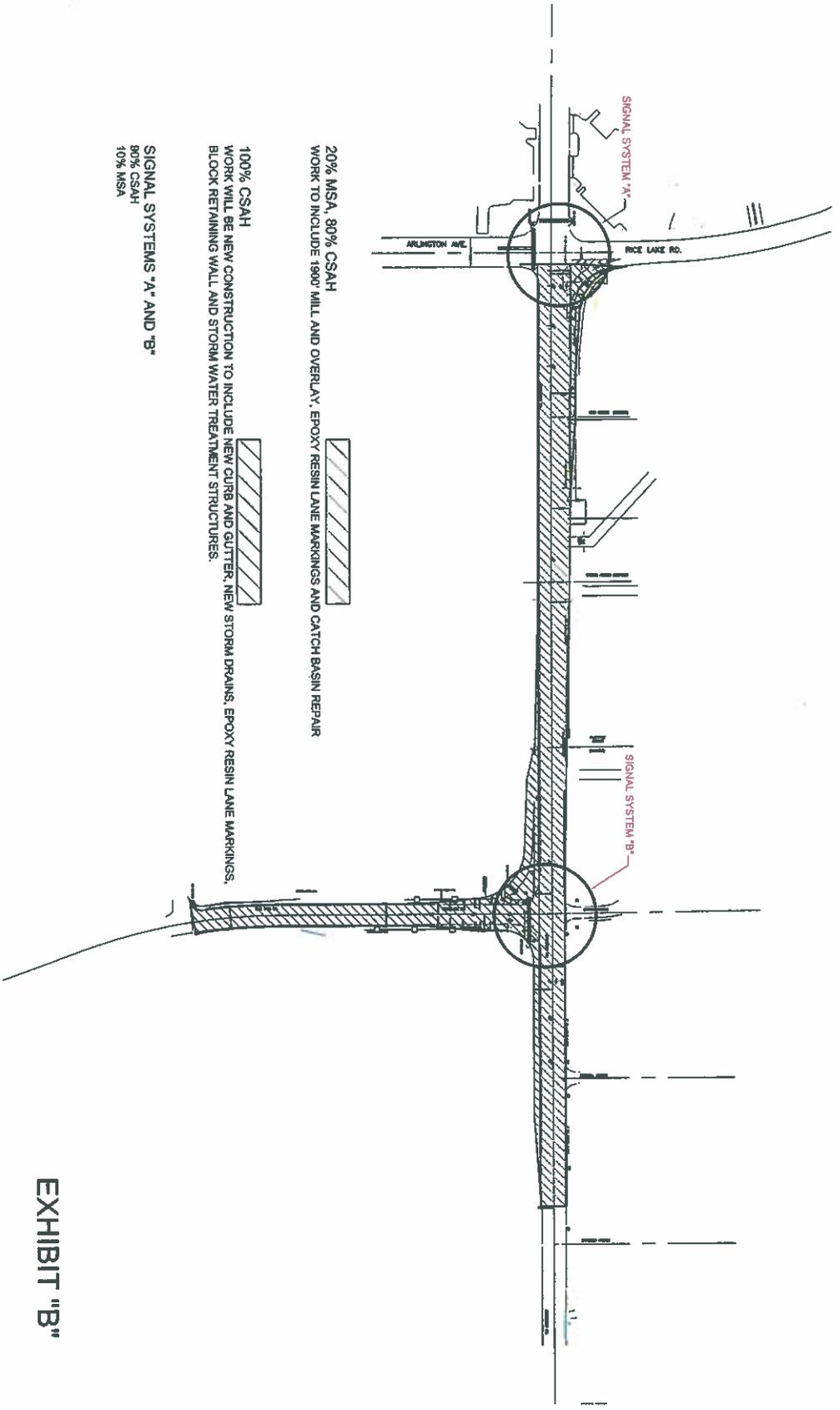
City Auditor

By _____
City Attorney

**St. Louis County and City of Duluth
Traffic Signal System Agreement**

Exhibit A

Task	County Responsibility	City Responsibility
<i>Preliminary Engineering</i>		
Roadway design and plan sheets		X
Traffic, Lighting and Interconnect design and plan sheets	X	
Survey	X	
ROW Services	X	
Purchase of ROW/Easements		X
Specifications and bid set	X	
Project Memo and Environmental Documents	X	
Bidding and Award of Contract	X	
<i>Construction Engineering</i>		
Contract Administration	X	
Contract Inspection, to include staking, material testing, and record keeping.	X	



20% MSA, 80% CSAH
 WORK TO INCLUDE 1900' MILL AND OVERLAY, EPOXY RESIN LANE MARKINGS AND CATCH BASIN REPAIR

100% CSAH
 WORK WILL BE NEW CONSTRUCTION TO INCLUDE NEW CURB AND GUTTER, NEW STORM DRAINS, EPOXY RESIN LANE MARKINGS,
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EXHIBIT "B"