

EXHIBIT A

MnDOT Contract No: 1049670

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF DULUTH
COOPERATIVE CONSTRUCTION
AGREEMENT

State Project Number (S.P.): 6915-138
Trunk Highway Number (T.H.): 53=106
Federal Project Number: NHPP I535(004)
Lighting System Feed Point No.: 4, B, D

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Duluth, acting through its City Council ("City").

Recitals

1. The State will perform grading, bituminous and concrete surfacing, retaining wall, lighting, TMS, ADA improvements, and Bridge Nos. 69139, 69139A, 69139B, 69139C, 69139D, and 69139E construction, and other associated construction upon, along, and adjacent to Trunk Highway No. 53 from West Michigan Street to 100 feet south of West 4th Street and according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 6915-138 (T.H. 53=106); and
2. The State requests the City to allow roadway, sidewalk, lighting, and drainage system construction, and the City is willing to allow said construction on City Right-of-Way; and
3. The City is willing to maintain the roadway, sidewalk, lighting, and drainage system construction as described in this Agreement; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

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

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 4. Maintenance by the City; 7. Liability; Worker Compensation Claims; Insurance; 9. State Audits; 10. Government Data Practices; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 6915-138 (T.H. 53=106) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

1.5. Exhibits. Exhibit "A": Roadway and Sidewalk Ownership and Maintenance Responsibilities, Exhibit "B": Storm Sewer Ownership and Maintenance Responsibilities, and Exhibit "C": Lighting Ownership and Maintenance Responsibilities are attached and incorporated into this agreement.

2. Right-of-Way Use

2.1. Limited Right to Occupy. The City grants to the State (and its contractors and consultants) the right to occupy City Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction.

3. Construction by the State

3.1. Contract Award. The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

3.2. Direction, Supervision, and Inspection of Construction.

A. Supervision and Inspection by the State. The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

3.3. Plan Changes, Additional Construction, Etc.

A. The State will make changes in the Project Plans and contract construction and will enter into any necessary addenda, change orders, supplemental agreements and work orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner.

3.4. Satisfactory Completion of Contract. The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

4. Maintenance by the City

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

4.1. Roadways. Maintenance and ownership of North 21st Avenue West, West First Street, the alley in-between West First Street and West Superior Street, West Superior Street, West Michigan Street, and North 19th/20th Avenue West as shown in yellow in Exhibit "A". Maintenance includes, but is not limited to, snow, ice, and debris removal, resurfacing, and seal coating.

4.2. Storm Sewers. Maintenance and ownership of storm sewer facilities construction as shown in yellow in Exhibit "B". Maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation. Maintenance also includes performing any needed repairs of said storm sewers.

4.3. Sidewalks. Maintenance and ownership of sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps as shown in green in Exhibit "A". Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, mowing grass boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe and useable condition according to the accepted City's ADA Transition Plan.

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

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

5. Authorized Representatives

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

5.1. The State's Authorized Representative will be:

Name, Title: Perry Collins, Assistant District Engineer – Operations (or successor)
Address: 1123 Mesaba Avenue, Duluth, MN 55811
Telephone: (218) 725-2827
E-Mail: perry.collins@state.mn.us

5.2. The City's Authorized Representative will be:

Name, Title: Cari Pederson, Chief Transportation Engineer (or successor)
Address: 411 West 1st Street, Room 240, Duluth, MN 55802
Telephone: (218) 730-5091
E-Mail: cpederson@duluthmn.gov

6. Assignment; Amendments; Waiver; Contract Complete

6.1. *Assignment.* No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

6.2. *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

6.3. *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

6.4. *Contract Complete.* This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability; Worker Compensation Claims; Insurance

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

8. Nondiscrimination

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

9. State Audits

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

10. Government Data Practices

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

11. Governing Law; Jurisdiction; Venue

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

12. Termination; Suspension

12.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

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

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

13. Force Majeure

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

CITY OF DULUTH

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

By: _____
(Mayor)

Date: _____

Attested: _____
(City Clerk)

Date: _____

Approved as to form:

By: _____
(City Attorney)

Date: _____

Countersigned: _____
(City Auditor)

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

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

CITY OF DULUTH

RESOLUTION

IT IS RESOLVED that the City of Duluth enter into MnDOT Agreement No. 1049670 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for routine maintenance by the City upon, along, and adjacent to Trunk Highway No. 53, the limits of which are defined in said Agreement.

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Duluth at an authorized meeting held on the _____ day of
_____, 2022, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2022

_____ (Signature)

Notary Public _____

_____ (Type or Print Name)

My Commission Expires _____

_____ (Title)

**EXHIBIT "A": ROADWAY AND SIDEWALK OWNERSHIP
AND MAINTENANCE RESPONSIBILITIES**

100
SCALE IN FEET

CITY OF DULUTH ROADWAY

CITY OF DULUTH SIDEWALK

GENERAL NOTES:

I. STATION CALLOUTS REFERENCE THE ADJACENT ALIGNMENT UNLESS OTHERWISE NOTED.

SPECIFIC NOTES:

- ① SEE INTERSECTION DETAIL SHEETS FOR INTERSECTION GEOMETRY INFORMATION.
- ② SEE CONSTRUCTION PLAN DETAIL SHEETS FOR PARKING LOT GEOMETRY INFORMATION.
- ③ CURB TRANSITION DR4-7 CURB TO B624 C&G, PAID FOR AS DR4-7 CURB.
- ④ CURB TRANSITION DR4-7 CURB TO B424 C&G, PAID FOR AS DR4-7 CURB.
- ⑤ STATION CALLOUTS REFERENCE THE TH 53 SB ENTRANCE RAMP ALIGNMENT.

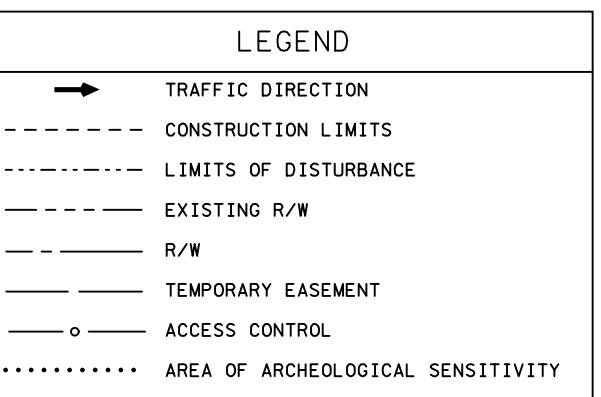


EXHIBIT "A": ROADWAY AND SIDEWALK OWNERSHIP AND MAINTENANCE RESPONSIBILITIES

GENERAL NOTES:

- STATION CALLOUTS REFERENCE THE ADJACENT ALIGNMENT UNLESS OTHERWISE NOTED.

SPECIFIC NOTES:

- SEE INTERSECTION DETAIL SHEETS FOR INTERSECTION GEOMETRY INFORMATION.
- STATION CALLOUTS REFERENCE THE W 1ST AVE W ALIGNMENT.
- CURB TRANSITION DR4-7 CURB TO B624 C&G, PAID FOR AS DR4-7 CURB.
- CURB TRANSITION DR4-7 CURB TO B424 C&G, PAID FOR AS DR4-7 CURB.
- SEE CONSTRUCTION PLAN DETAIL SHEETS FOR PARKING LOT GEOMETRY INFORMATION.
- CONCRETE NOSE, SEE STD PLATE 7113.



100
SCALE IN FEET

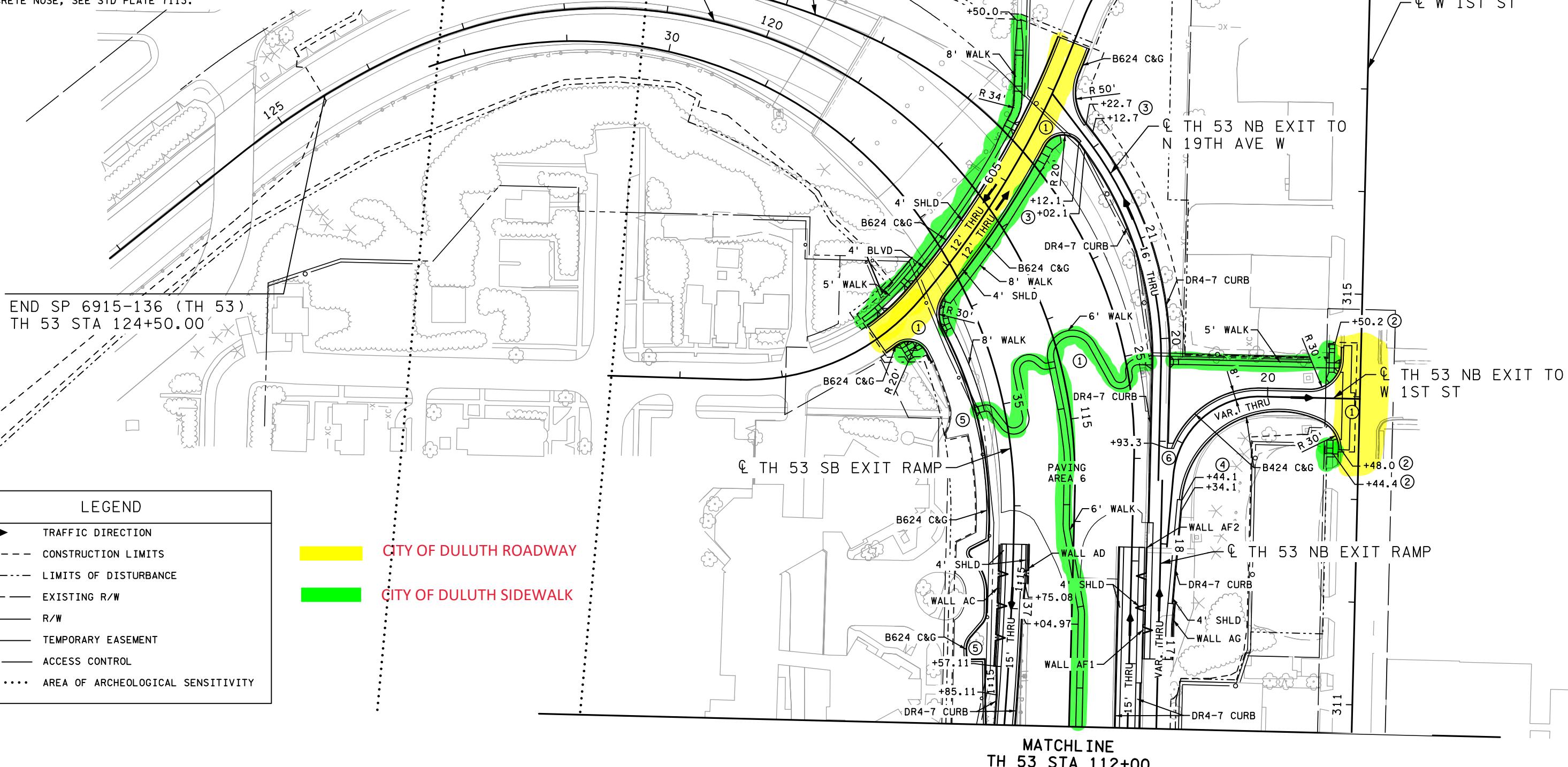


EXHIBIT "B": STORM SEWER OWNERSHIP AND MAINTENANCE RESPONSIBILITIES

100
SCALE IN FEET

GENERAL NOTES:

- I. ALL HIGH AND LOW POINTS ARE ON THE ROADWAY PROFILE GRADE.
- II. UNKNOWN PRIVATE STORM CONNECTIONS MAY BE PRESENT AND NEED TO BE MAINTAINED. CONTRACTOR MUST NOTIFY MNDOT IF CONNECTIONS ARE FOUND.
- III. SEE DRAINAGE REMOVAL PLANS FOR STORM SEWER AND/OR CULVERT PIPES TO BE REMOVED.
- IV. SEE STAGED DRAINAGE, EROSION, & SEDIMENT CONTROL PLANS FOR TEMPORARY DRAINAGE.
- V. SEE BRIDGE PLANS FOR ALL BRIDGE CATCH BASIN DRAINAGE, CONNECTIONS TO STORM SEWER, AND PIPING IS INCLUDED IN THE BRIDGE PLAN.

✓ ARCHAEOLOGICAL
SENSITIVE AREA

CITY OF DULUTH STORM SEWER

MNDOT STORM SEWER

LEGEND

LEGEND	
CONSTRUCTION LIMITS	(CBXXX)
LIMITS OF DISTURBANCE	→
EXISTING R/W	●
PROPOSED R/W	□
TEMPORARY EASEMENT	●
PROPOSED STORM SEWER	○M
INPLACE STORM SEWER	○
SURFACE FLOW DIRECTION	
PROPOSED CATCH BASIN	
INPLACE CATCH BASIN	
PROPOSED MANHOLE	
INPLACE MANHOLE	

NO	DATE	DWN	CKD	REVISIONS

B R A N D
engineering

I HEREBY CERTIFY THAT THIS SHEET 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.

PRINT NAME: KAYLYN HALEY
SIGNATURE: _____
DATE _____ LICENSE #: 55

DRAINAGE PLAN

DRAINAGE PLAN

SP 6915-138 (TH 53)

SHEET NO. 308 OF 523 SHEETS

EXHIBIT "B": STORM SEWER OWNERSHIP AND MAINTENANCE RESPONSIBILITIES

GENERAL NOTES:

- I. ALL HIGH AND LOW POINTS ARE ON THE ROADWAY PROFILE GRADE.
- II. UNKNOWN PRIVATE STORM CONNECTIONS MAY BE PRESENT AND NEED TO BE MAINTAINED. CONTRACTOR MUST NOTIFY MNDOT IF CONNECTIONS ARE FOUND.
- III. SEE DRAINAGE REMOVAL PLANS FOR STORM SEWER AND/OR CULVERT PIPES TO BE REMOVED.
- IV. SEE STAGED DRAINAGE, EROSION, & SEDIMENT CONTROL PLANS FOR TEMPORARY DRAINAGE.
- V. SEE BRIDGE PLANS FOR ALL BRIDGE CATCH BASIN DRAINAGE, CONNECTIONS TO STORM SEWER, AND PIPING IS INCLUDED IN THE BRIDGE PLAN.

SPECIFIC NOTES:

- ① ADJUST FRAME AND RING CASTING.
- ② CONNECT INTO EXISTING DRAINAGE STRUCTURE.
- ③ CONNECT TO EXISTING STORM SEWER.
- ④ RECONSTRUCT DRAINAGE STRUCTURE.

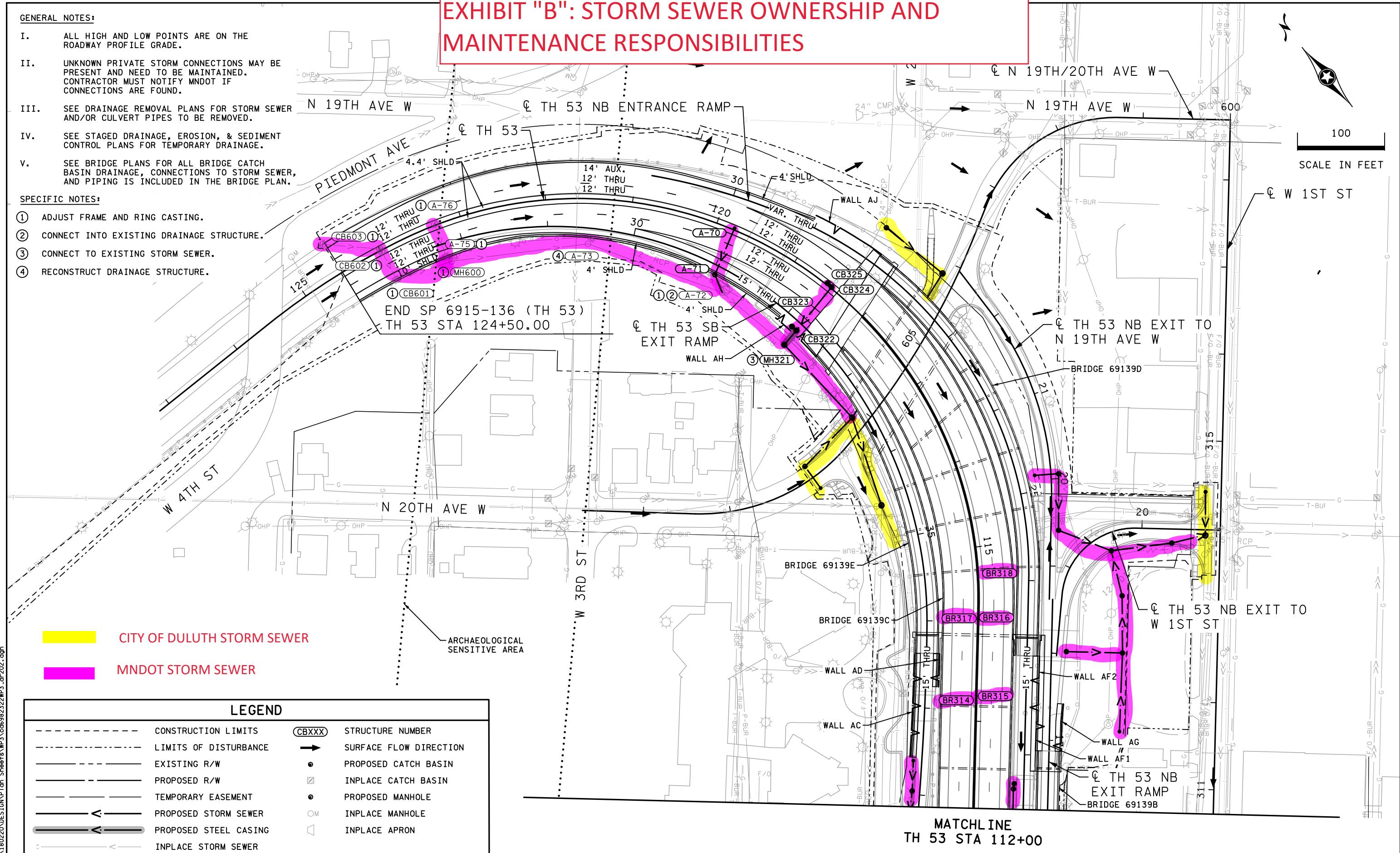


EXHIBIT "B": STORM SEWER OWNERSHIP AND MAINTENANCE RESPONSIBILITIES

SCALE IN FEET

GENERAL NOTES:

- I. ALL HIGH AND LOW POINTS ARE ON THE ROADWAY PROFILE GRADE.
- II. UNKNOWN PRIVATE STORM CONNECTIONS MAY BE PRESENT AND NEED TO BE MAINTAINED. CONTRACTOR MUST NOTIFY MNDOT IF CONNECTIONS ARE FOUND.
- III. SEE DRAINAGE REMOVAL PLANS FOR STORM SEWER AND/OR CULVERT PIPES TO BE REMOVED.
- IV. SEE STAGED DRAINAGE, EROSION, & SEDIMENT CONTROL PLANS FOR TEMPORARY DRAINAGE.

SPECIFIC NOTES:

- ① ADJUST FRAME AND RING CASTING.
- ② CONNECT INTO EXISTING DRAINAGE STRUCTURE.
- ③ CONNECT TO EXISTING STORM SEWER.

CITY OF DULUTH STORM SEWER

MNDOT STORM SEWER

LEGEND

-----	CONSTRUCTION LIMITS	(CBXXX)	STRUCTURE NUMBER
-----	LIMITS OF DISTURBANCE	→	SURFACE FLOW DIRECTION
-----	EXISTING R/W	●	PROPOSED CATCH BASIN
-----	PROPOSED R/W	☒	INPLACE CATCH BASIN
-----	TEMPORARY EASEMENT	●	PROPOSED MANHOLE
----- < -----	PROPOSED STORM SEWER	○M	INPLACE MANHOLE
----- < -----	PROPOSED STEEL CASING	□	INPLACE APRON
----- < -----	INPLACE STORM SEWER		

3:48:08 AM
2/29/2021

2/9/2021 ...\Project				
NO	DATE	DWN	CKD	REVISIONS

BRAND
engineering

I HEREBY CERTIFY THAT THIS SHEET 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.

KAYLYN HALE

LICENCE

_____ LICENSE # _____

DRAINAGE PLAN

SP 6915-138 (TH 53)

SHEET NO. 310 OF 523 SHEETS

EXHIBIT "B": STORM SEWER OWNERSHIP AND MAINTENANCE RESPONSIBILITIES

GENERAL NOTES:

- I. ALL HIGH AND LOW POINTS ARE ON THE ROADWAY PROFILE GRADE.
- II. UNKNOWN PRIVATE STORM CONNECTIONS MAY BE PRESENT AND NEED TO BE MAINTAINED. CONTRACTOR MUST NOTIFY MNDOT IF CONNECTIONS ARE FOUND.
- III. SEE DRAINAGE REMOVAL PLANS FOR STORM SEWER AND/OR CULVERT PIPES TO BE REMOVED.
- IV. SEE STAGED DRAINAGE, EROSION, & SEDIMENT CONTROL PLANS FOR TEMPORARY DRAINAGE.

SPECIFIC NOTES:

- ① ADJUST FRAME AND RING CASTING.
- ② CONNECT INTO EXISTING DRAINAGE STRUCTURE.
- ③ CONNECT TO EXISTING STORM SEWER.

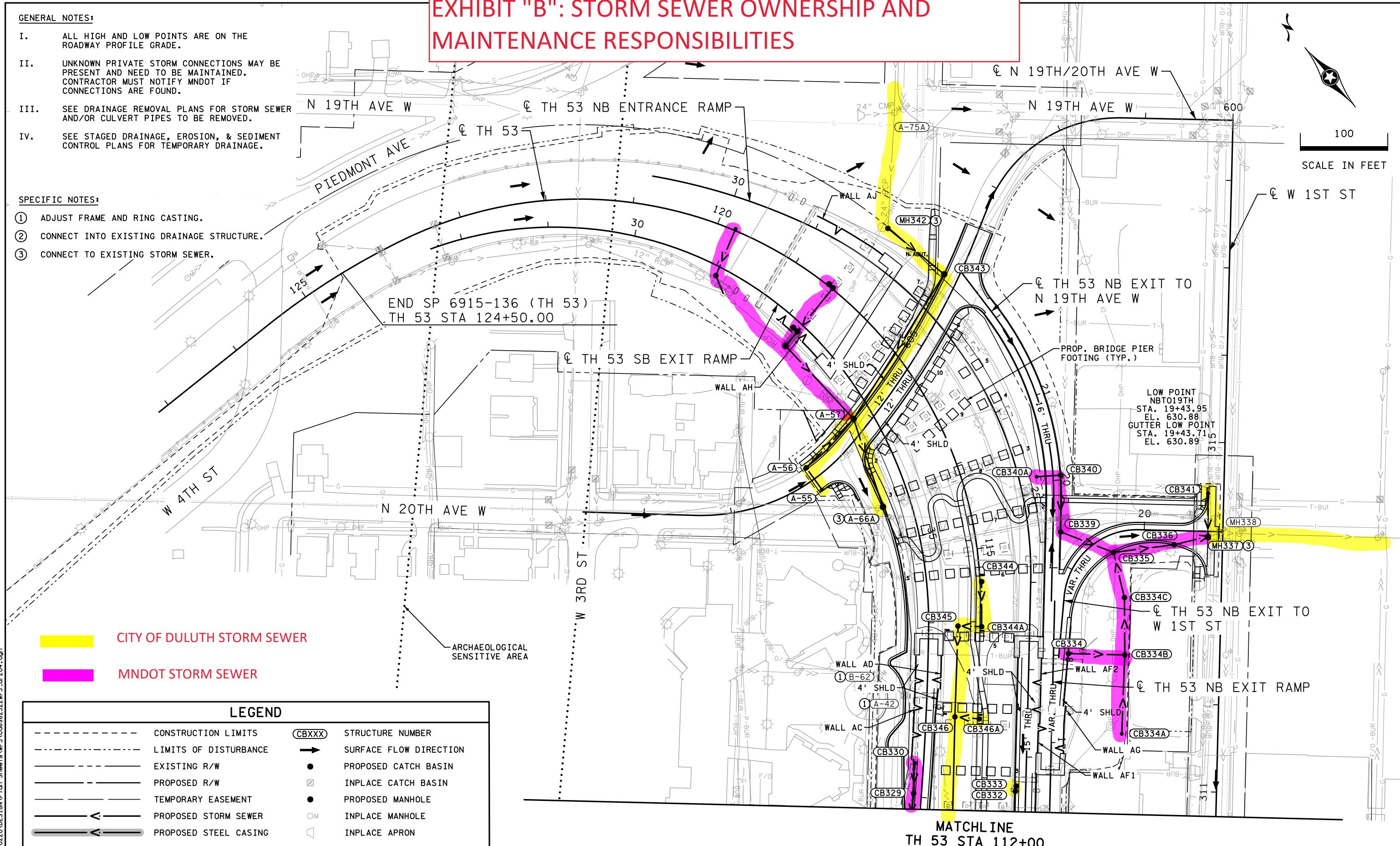


EXHIBIT "C": LIGHTING OWNERSHIP AND MAINTENANCE RESPONSIBILITIES

100
SCALE IN FEET

MATCHLINE
TH 53 STA 112+0

€ TH 53 S

CITY OF DULUTH LIGHTING

MNDOT LIGHTING

© TH 53 SB ENT

MATCHL IN
"A"

MATCHLIM
"A"

FEED POINT "X09H"					
UNIT NO.	LOCATION	STATION	LEFT	RIGHT	TYPE
1/24	TH 53	101+17			6BD-40
2/23	TH 53	103+19			6BD-40
3/22	TH 53	105+21			6BD-40
4/21	TH 53	107+23			6BD-40
5/20	TH 53	109+24			6BD-40
6/19	TH 53	111+26			6BD-40
25	TH 53 NB EXIT RAMP	12+22		X	6B-40
26	TH 53 NB EXIT RAMP	14+31		X	6B-40
44	TH 53 SB ENTRANCE RAMP	43+32		X	6B-40
45	TH 53 SB ENTRANCE RAMP	45+40		X	6B-40
46	TH 53 SB ENTRANCE RAMP	47+50		X	6B-40

GENERAL NOTE

1. ALL CITY CONDUIT SHALL BE 2" NMC, SCHEDULE 40.
UNLESS NOTED OTHERWISE
2. ALL MNDOT CONDUIT SHALL BE 3" NMC, SCHEDULE 80
UNLESS NOTED OTHERWISE
3. ALL CITY CONDUCTORS IN CONDUIT SHALL BE 3-1/C 4 AWG
AND 1-1/C 8 AWG GND, TYPE USE-2.
UNLESS NOTED OTHERWISE
4. ALL DIRECT BURIED LIGHTING CABLE SHALL BE 4/C 4 AWG.
UNLESS OTHERWISE NOTED
5. ALL LIGHTING AND ELECTRICAL EQUIPMENT SHALL BE STAKE
AND VERIFIED BY FIELD ENGINEER PRIOR TO INSTALLATION
6. CONTRACTOR SHALL USE ONLY SPLIT BOLT SPLICES IN MNDOT
POLE BASES. ONLY ELECTRICAL INSULATION PUTTY SHALL BE
USED ON SPLIT BOLT SPLICES. CONTRACTOR MUST COMPLETE
THE FIRST SPLICE IN THE PRESENCE OF MNDOT TRAFFIC
OFFICE.

LEGEND

The image contains two technical symbols. The first symbol, 'LIGHTING UNIT', consists of two black stars with a vertical line between them. The second symbol, 'CIRCUITRY IN CONDUIT (MND0)', consists of two parallel horizontal lines with a vertical line between them.

 LIGHTING UNIT NUMBER

SEH

PHONE: (651)490-2000
3535 VADNIS CENTER DR.
ST. PAUL, MN 55110

PHONE: (651)490-2000
3535 VADNIS CENTER DR.
ST. PAUL, MN 55110

I HEREBY CERTIFY THAT THIS SHEET WAS PREPARED PRINT
BY ME OR UNDER MY DIRECT SUPERVISION AND THAT
I AM A DULY LICENSED PROFESSIONAL ENGINEER SIGNATURE
UNDER THE LAWS OF THE STATE OF MINNESOTA. DATE

NAME: JOHN P. CARLSON
RE: _____
LICENSING # _____

LIGHTING PLAN

PROPOSED ABOVE BRIDGE

SP 6915-138 (TH 53)

SHEET NO. 463 OF 523 SHEETS

EXHIBIT "C": LIGHTING OWNERSHIP AND MAINTENANCE RESPONSIBILITIES

100
600
SCALE IN FEET

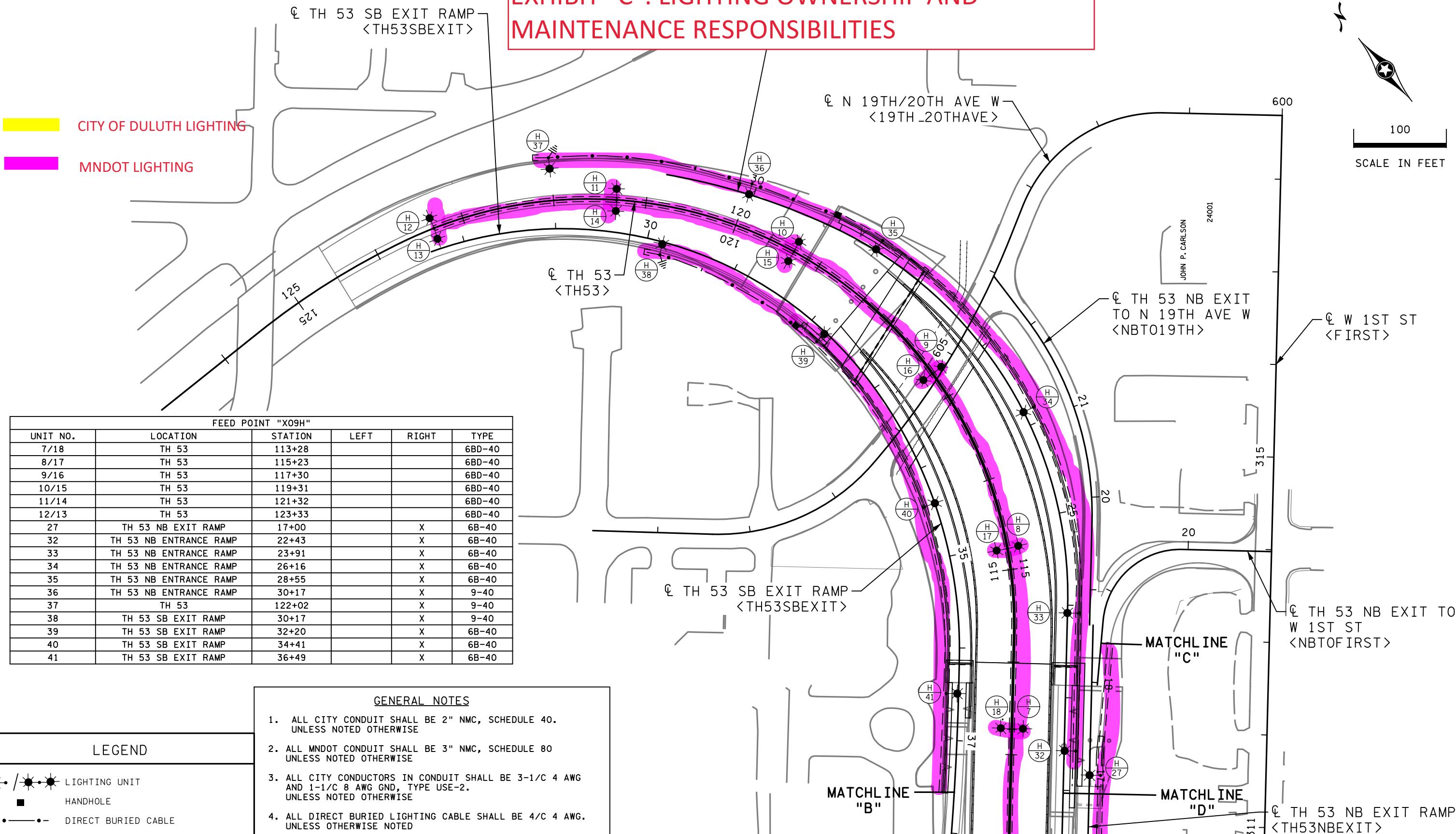


EXHIBIT "C": LIGHTING OWNERSHIP AND MAINTENANCE RESPONSIBILITIES

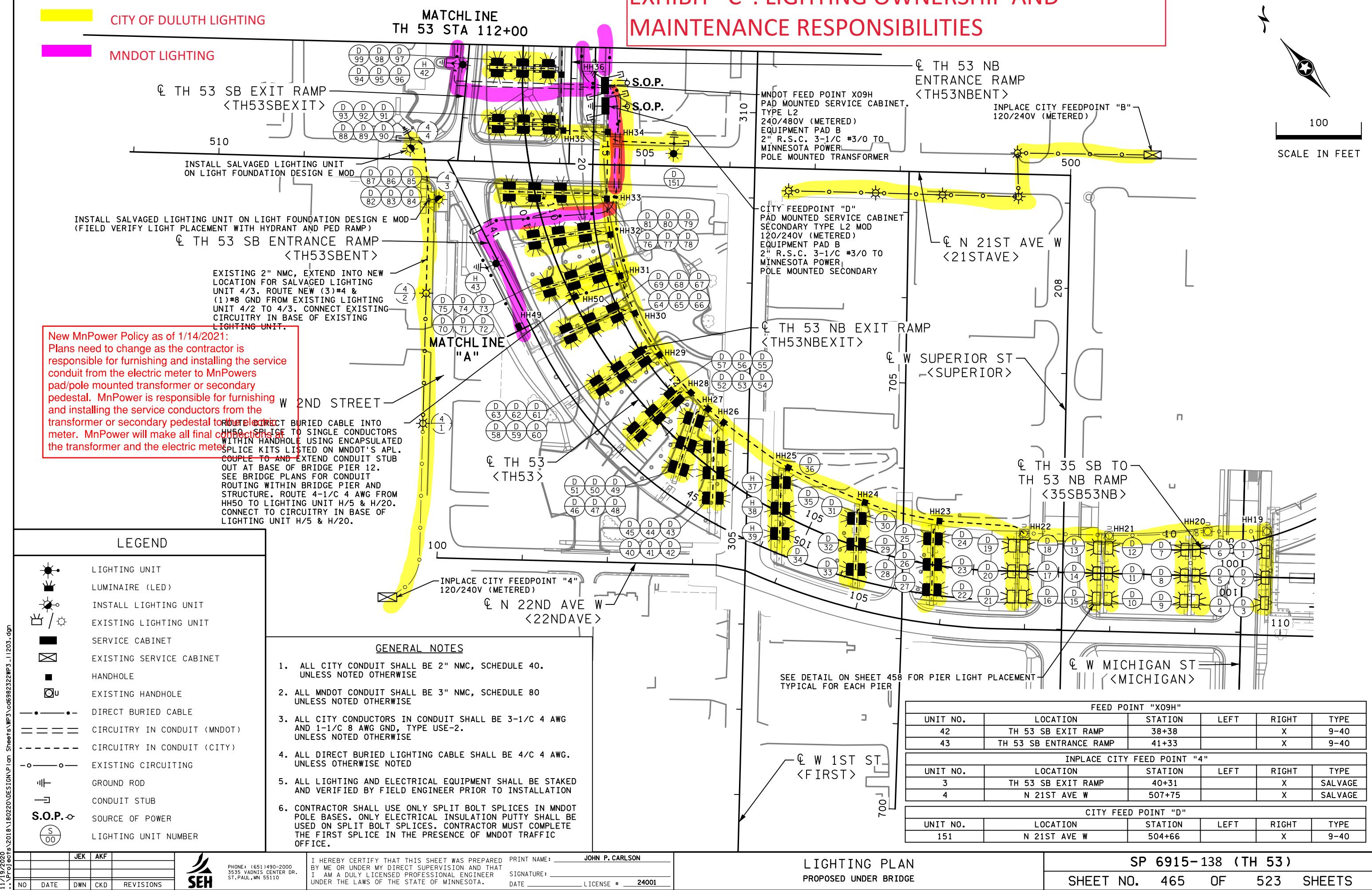


EXHIBIT "C": LIGHTING OWNERSHIP AND MAINTENANCE RESPONSIBILITIES

