

Prepared by the  
Utility Agreements and Permits Unit  
(\$0.00)

S.P. 6933-101 (T.H. 194)  
Location: 600' N of I-35 to 350' S. of 1<sup>st</sup> St.  
Utility Owner: City of Duluth  
MnDOT Agreement Number 1060099

## **AGENCY RELOCATION AGREEMENT**

This Agreement Number 1060099 (Agreement) is between the State of Minnesota (State), acting through its Commissioner of Transportation and City of Duluth, including its agents, contractors, and subcontractors (Utility Owner). This Agreement outlines the separate responsibilities of the State and the Utility Owner as part of a construction project.

### **RECITALS**

The State plans to let a contract to construct State Project Number 6933-101 (Project) on Trunk Highway Number 194. The Project is located in the City of Duluth from 600 feet North of Interstate 35 to 350 feet South of 1<sup>st</sup> Street.

The Utility Owner owns and operates watermain, its fixtures, and related equipment (Facilities) that are located on property where the State will construct the Project.

The Project will require the relocation and adjustment of the Utility Owner's Facilities. If the Utility Owner relocated the Facilities or let a separate contract to relocate them, that relocation work would interfere with the Project. The Utility Owner has requested that the State perform the relocation work as part of the Project. Including the Utility Owner's relocation work in the State's Construction contract may eliminate duplication of services, facilitate activity coordination, simplify supervision, and expedite Project construction and the State agrees to do so.

Pursuant to Minnesota Statutes, section 161.46, subdivision 5, the Utility Owner appoints the State as its agent to design and construct the relocation work as part of the Project and the State may relocate the Facilities as part of the Project on the trunk highway system.

State law requires a written agreement between the State and the Utility Owner that describes their separate responsibilities.

## **AGREEMENT**

### **I. Term/Termination**

- A. *Effective Date:* This Agreement is effective on the date the State obtains all signatures required by Minnesota Statutes, section 16C.05, subdivision 2.
- B. *Commencement of Work:* Upon notice of Agreement approval, the Utility Owner must promptly provide the State (and the State's Contractor (Contractor)) with any information necessary to commence and successfully prosecute the utility work according to the terms of the Notice and Order and a work schedule the State's Project Engineer (Project Engineer) approves.
- C. *Expiration Date:* This Agreement will expire on the date that all obligations, excluding the Utility Owner's ongoing maintenance obligations, have been satisfactorily fulfilled.
- D. *Termination by the State:* The State may terminate this Agreement at any time, with or without cause, on 30 calendar days' written notice to the Utility Owner. Upon termination, the State will be entitled to payment, on a pro rata basis, for satisfactorily performed services. The termination of this Agreement does not relieve the Utility Owner of its obligations under the Notice and Order.
- E. *Survival of Terms:* The following articles survive this Agreement's expiration or termination: (III) Utility Owner's Ongoing Maintenance Requirements; (V) Indemnification; and (VII) Governing Terms.

### **II. Description of Work Procedures**

- A. *Plans:* The Utility Owner will provide relocation plans. These plans, which are attached to this Agreement as Exhibit A, indicate the present and proposed locations of the Facilities.
  - 1. If any changes to the plans or character of the work become necessary, the State and the Utility Owner must agree to the changes before the State makes (or directs the Contractor to make) them. If these changes require an amendment or supplement to this Agreement, the parties will negotiate such amendment or supplement in good faith, and the State is not obligated to commence such changes until such amendment or supplement is fully executed. The State will enter into such supplemental agreements with its Contractor as the State deems necessary to implement such changes.

2. The Utility Owner authorizes the Project Engineer to make any minor field changes and adjustments to the plans, specifications, and special provisions as the State deems necessary for efficient Project construction. The Utility Owner authorizes the State, on its behalf, to enter into supplemental agreements with the Contractor as necessary to implement these changes.

B. *State's Responsibilities*

1. The State will:
  - a. Advertise the Project for bids; and
  - b. Award a construction contract for the Project. This Project will include the relocation work.
2. The Project Engineer will supervise and direct the Project, including the relocation work, but the Utility Owner may inspect the work periodically. If the Utility Owner finds that any completed relocation work is defective, it must inform the Project Engineer of these defects in writing; however, any recommendations the Utility Owner makes are not binding to the State. The State has the exclusive right to determine whether the Contractor has performed the work according to the plans, specifications, and special provisions.
3. The Project Engineer and the Utility Owner will perform a final inspection of the work. Once the State has accepted the relocation work, the Project Engineer will inform the Utility Owner in writing, and the Utility Owner will assume ownership of the Facilities.

C. *Deletion of Work:* If the Utility Owner decides to delete the relocation work from the Project, the Utility Owner will:

1. Be subject to the Notice and Order and remove and/or relocate the Facilities; and
2. Defend (at its own expense and to the extent Minnesota's Attorney General permits) indemnify, save, and hold the State and all of its agents and employees harmless of and from all claims, demands, actions, or causes of action that deleting the relocation work causes. This obligation to indemnify extends to any attorney's fees.

D. *Risk:* Risk of loss of partial or complete relocation work will be on the Contractor or the Utility Owner as the current *Standard Specifications for Construction* set forth.

### **III. Utility Owner's Ongoing Maintenance Requirements**

- A. No more than 90 calendar days after receiving as-built plans for the relocation from the State, the Utility Owner must submit one copy of the State's Application for Utility Accommodation on Trunk Highway Right of Way, Form 2525 (Permit), including two copies of "as-built" sketches, for all Facilities within the State's trunk highway right of way to the Utilities Engineer.
- B. Once construction is complete, the Utility Owner must maintain the Facilities at its own expense. The Utility Owner must follow the terms of the Permit when it performs any maintenance work.
- C. The Utility Owner may open and disturb the trunk highway right of way without a permit in the case of an emergency that is dangerous to the public and requires immediate attention. Upon learning of the emergency, the Utility Owner must immediately notify the State Patrol. The Utility Owner must take all necessary and reasonable safety measures to protect the public and must cooperate fully with the State Patrol. In this event, the Utility Owner must request a permit from the proper authority no later than the working day after it begins working in the right of way.

### **IV. Indemnification**

- A. The Utility Owner will defend (at its own expense and to the extent Minnesota's Attorney General allows), indemnify, save, and hold the State and all of its agents and employees harmless of and from all claims, demands, actions, or causes of action arising from the Utility Owner's acts and omissions and from the State's (and its Contractor's) use of plans, designs, shop drawings, specifications, and special provisions prepared, reviewed, or approved by the Utility Owner. This indemnity obligation extends to any attorney's fees the State incurs in seeking to enforce this obligation, and in defending against any claims covered by this indemnity clause.
- B. The Utility Owner does not waive any defense or immunity of third parties. The Utility Owner, in defending any action on behalf of the State, will be entitled to assert every defense or immunity that the State could assert on its own behalf.

### **V. Nondiscrimination**

Minnesota Statutes, section 181.59 and any applicable local ordinances pertaining to civil rights and nondiscrimination are considered part of this Agreement.

## VI. Governing Terms

- A. *Data Practices:* All parties must comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13) as it applies to any data that a party to this Agreement receives, collects, stores, or disseminates under it. The Act provides civil liability for failure to comply with its requirements.
- B. *Applicable Law:* 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 Ramsey County, Minnesota.
- C. *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 the provision or any subsequent breach of that provision.
- D. *Merger:* This Agreement contains all negotiations and agreements between the State and the Utility Owner with respect to the subject matter it contains. No prior understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- E. *Assignment:* The Utility Owner may neither assign nor transfer any rights or obligations under this Agreement without the State's consent and a fully executed assignment agreement. To be valid, the assignment agreement must be signed and approved by the same parties who signed and approved this Agreement, or their successors in office.
- F. *Amendments:* Any amendment to this Agreement must be in writing. An amendment will not be effective until the same parties who signed and approved this Agreement, or their successors in office, sign and approve the amendment.
- G. *Incorporation of Exhibits:* All exhibits attached to this Agreement are incorporated into this Agreement.

**The remainder of this page was left blank intentionally.**

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed to be bound hereby.

**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: \_\_\_\_\_

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION**

**Department of Transportation**

Recommended for Approval:

By: \_\_\_\_\_  
District Engineer

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
Director, Office of Land Management

Date: \_\_\_\_\_

**Department of Administration**

By: \_\_\_\_\_

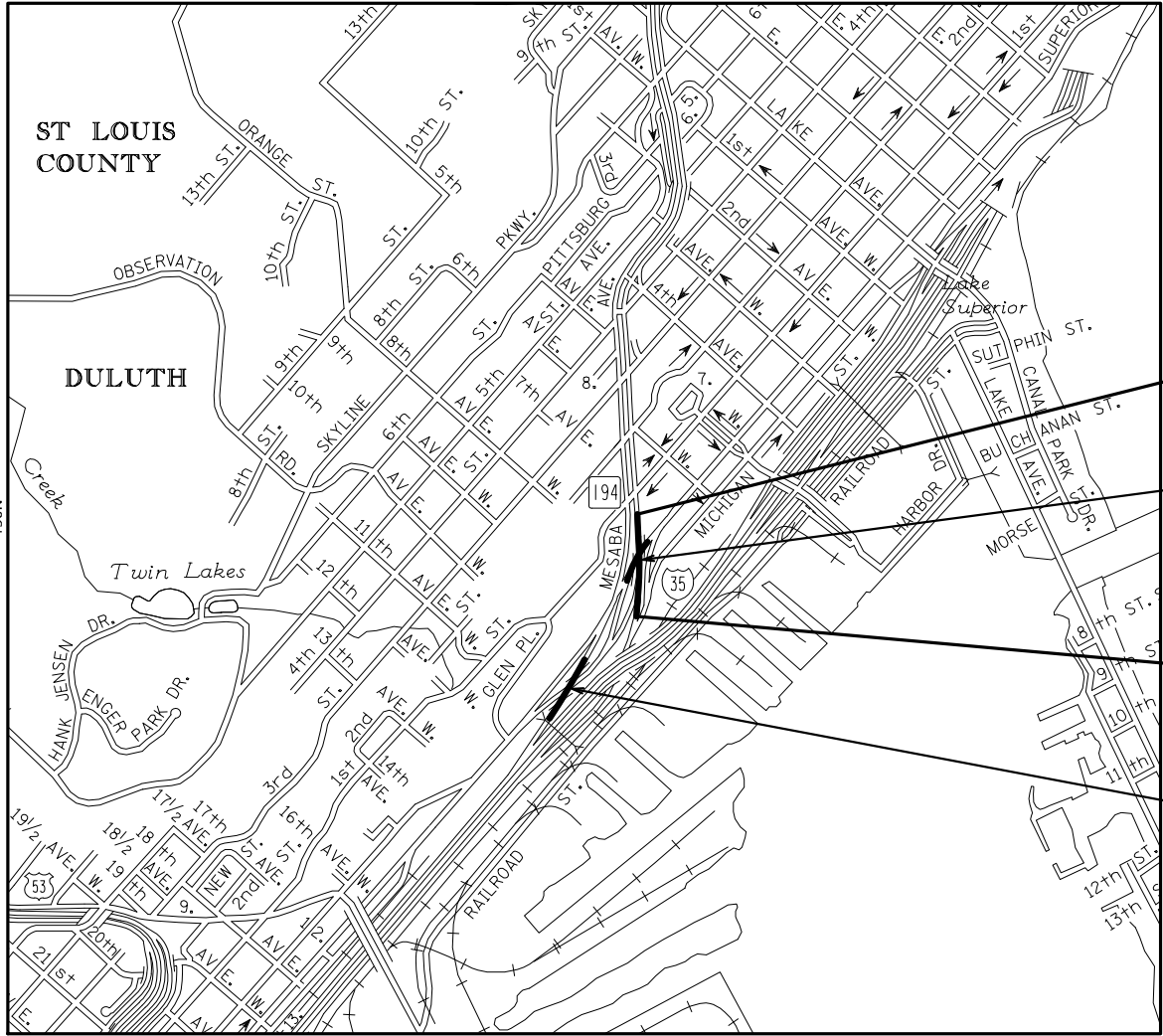
Date: \_\_\_\_\_

# MINNESOTA DEPARTMENT OF TRANSPORTATION

CONSTRUCTION PLAN FOR GRADING, BITUMINOUS AND CONCRETE SURFACING, LIGHTING, TMS, AND BRIDGE NOS. 69839 & 69840  
LOCATED ON TH 194 FROM 600' NORTH OF TH 35 TO 350' SOUTH OF 1ST ST

STATE PROJ. NO. 6933-101 (TH 194)  
GROSS LENGTH 931.28 FEET 0.176 MILES  
BRIDGES-LENGTH 296.79 FEET 0.056 MILES  
EXCEPTIONS-LENGTH FEET MILES  
NET LENGTH 931.28 FEET 0.176 MILES  
REF. POINT 17+00.037 TO REF. POINT 17+00.213  
LENGTH AND DESCRIPTION IS BASED ON THE  
NB35OFF AND TH 194 NB ALIGNMENTS

EQUATION:  
NB35OFF 27+42.61 (BK) =  
A POINT 6.00' RT  
TH 194 NB 79+58.33 (AH)



FED. PROJ. NO. NHPP 6926(019)

## GOVERNING SPECIFICATIONS


THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION  
"STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

## INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
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5	STANDARD PLATES AND STANDARD PLANS
6	EARTHWORK CHARTS & SUMMARY
7	SOILS & CONSTRUCTION NOTES
8-10	CONSTRUCTION CHARTS
11-13	TYPICAL SECTIONS
14-15	CONSTRUCTION DETAILS
16-17	MODIFIED STANDARD PLANS
18-19	ALIGNMENT PLANS & CHARTS
20-24	EXISTING UTILITY PLANS
25-28	REMOVAL PLANS
29-32	CONSTRUCTION PLANS
33	PROFILES
34-35	CONCRETE PAVING PLANS
36-37	SUPERELEVATION PLANS
38	EARTH RETENTION SYSTEM
39-42	DRAINAGE PLANS
43	DRAINAGE PROFILES
44-45	DRAINAGE DETAILS
46-47	ENVIRONMENTAL MANAGEMENT PLANS
48-50	SWPPP
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55-73	TRAFFIC CONTROL PLANS
74-81	PERMANENT PAVEMENT MARKING PLANS
82-87	LIGHTING PLANS
88-91	SIGNING PLANS
SZ1-SZ15	TRAFFIC MANAGEMENT SYSTEM PLANS
U1-U6	CITY UTILITY PLANS
X1-X15	CROSS SECTIONS

THIS PLAN CONTAINS 127 SHEETS

I HEREBY CERTIFY THAT THIS PLAN 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:  Aaron D. Cameron  
2025.07.10  
11:50:45-05'00"  
PRINTED NAME: AARON D. CAMERON  
DATE: 10-JUL-2025 LIC. NO. 56592



RECOMMENDED FOR APPROVAL  
DISTRICT TRANSPORTATION ENGINEER

Duane Hill  
Digitally signed by Duane Hill  
Date: 2025.07.13 12:21:18  
-05'00' 20

RECOMMENDED FOR APPROVAL  
DISTRICT MATERIALS ENGINEER

Amy Thorson  
Digitally signed by Amy Thorson  
Date: 2025.07.11 15:36:53  
-05'00' 20

RECOMMENDED FOR APPROVAL  
DISTRICT HYDRAULICS ENGINEER

Landon Richardson  
Digitally signed by Landon Richardson  
Date: 2025.07.10 16:08:33  
-05'00' 20

RECOMMENDED FOR APPROVAL  
DISTRICT TRAFFIC ENGINEER

James Miles  
Digitally signed by James Miles  
Date: 2025.07.11 08:13:33  
-05'00' 20

RECOMMENDED FOR APPROVAL  
STATE PRE-LETTING ENGINEER

20

OFFICE OF LAND MANAGEMENT APPROVAL  
DIRECTOR, LAND MANAGEMENT

20

APPROVED  
STATE DESIGN ENGINEER

20

ASSOCIATED PROJ. NO.  
SP 6933-101

PROJECT LOCATION  
COUNTY: ST LOUIS  
DISTRICT: 1 (DULUTH)

TITLE SHEET

STATE PROJ. NO. 6933-101  
TRUNK HWY. (T.H. 194=204)

SHEET NO. 1  
TOTAL SHEETS 91

## DESIGN DESIGNATION

Design ESALS  
ADT (Current Year) 2026 = 20700  
ADT (Future Year) 2046 = 22700  
DHV (Design Hr. Vol.) =  
D (Directional Distr.) = %  
T (Heavy Commercial) = %

Design Speed 40 MPH  
Based on STOPPING Sight Distance  
Height of eye 3.5' Height of object 2.0'  
Design Speed not achieved at:  
STA. TO STA. MPH  
STA. TO STA. MPH

FOR PLANS AND UTILITIES SYMBOLS, SEE TECHNICAL MANUAL



PLAN REVISIONS		
DATE	SHEET NO.	APPROVER

SCALES

INDEX MAP	750'
GENERAL LAYOUT	100'
PLAN	25'

PLOT NAME: 001-d6933101\_100tsh  
PATH & FILENAME: Projects\g-m\MnDOT\20779000\04\_Production\01\_CAD\Highway\Sheets\d6933101\_100tsh.dgn  
PLOTTED: 10-JUL-2025  
TIME: 11:16:02 AM




- 1) DAMAGE TO INPLACE SURFACING, UTILITIES, OR ANY ITEM NOT DESIGNED FOR REMOVAL SHALL BE REPAIRED TO THE APPROVAL OF THE ENGINEER AT NO ADDITIONAL COST.
- 2) ALL CONSTRUCTION DEWATERING SHALL BE CONSIDERED INCIDENTAL.
- 3) THE CONTRACTOR SHALL NOT STORE EXCAVATED MATERIAL OUTSIDE THE PLANNED CONSTRUCTION LIMITS UNLESS APPROVED BY THE ENGINEER.
- 4) UNLESS A PAY ITEM IS PROVIDED THEREFORE, ABANDONED UTILITY ITEMS OR ANY OTHER INPLACE MATERIAL WHICH MAY BE ENCOUNTERED DURING CONSTRUCTION SHALL BE DISPOSED OF BY THE CONTRACTOR AT AN APPROVED DISPOSAL SITE AND SUCH COSTS SHALL BE CONSIDERED INCLUDED FOR PAYMENT IN THE ASSOCIATED PAY ITEM FOR THE EXCAVATION.
- 5) THE CITY OF DULUTH ENGINEERING SHALL BE NOTIFIED 2 WORKING DAYS PRIOR TO ANY EXCAVATION OR DIRECTIONAL DRILLING WITHIN 6 FEET OF A GAS MAIN. CITY OF DULUTH PERSONNEL WILL BE ON-SITE AS A WATCH-DOG TO MONITOR EXCAVATION AND INSPECT ANY EXPOSED MAIN.
- 6) THE CITY OF DULUTH SHALL BE NOTIFIED 14 CALENDAR DAYS PRIOR TO THE SCHEDULED REMOVAL OF ANY GAS MAIN. THIS WILL PROVIDE THE CITY OF DULUTH TIME TO ORGANIZE LABOR, EQUIPMENT, AND MATERIALS TO PERFORM CUTOFF, PURGING, AND ABANDONMENT PROCEDURES PRIOR TO THE CONTRACTOR REMOVING GAS MAIN.
- 7) ALL CITY GAS & WATER VALVES SHALL ONLY BE OPERATED BY THE CITY OF DULUTH. THE CITY OF DULUTH ENGINEERING SHALL BE NOTIFIED A MINIMUM OF 2 WORKING DAYS NOTICE PRIOR TO THE NEED OF THE OPERATION OF ANY GAS OR WATER VALVES OR THE NEED FOR ANY GAS OR WATER MAIN SHUTDOWN.

				U
ITEM NUMBER	SPEC.	ITEM	UNIT	TOTAL CHAR QUANTITIES
1	2104	REMOVE GAS MAIN	LIN FT	27
2	2104	REMOVE WATER MAIN	LIN FT	27
3	2504	20" BUTTERFLY VALVE AND BOX	EACH	
4	2504	CONNECT TO EXISTING WATER MAIN	EACH	
5	2504	20" WATERMAIN HDPE	LIN FT	23

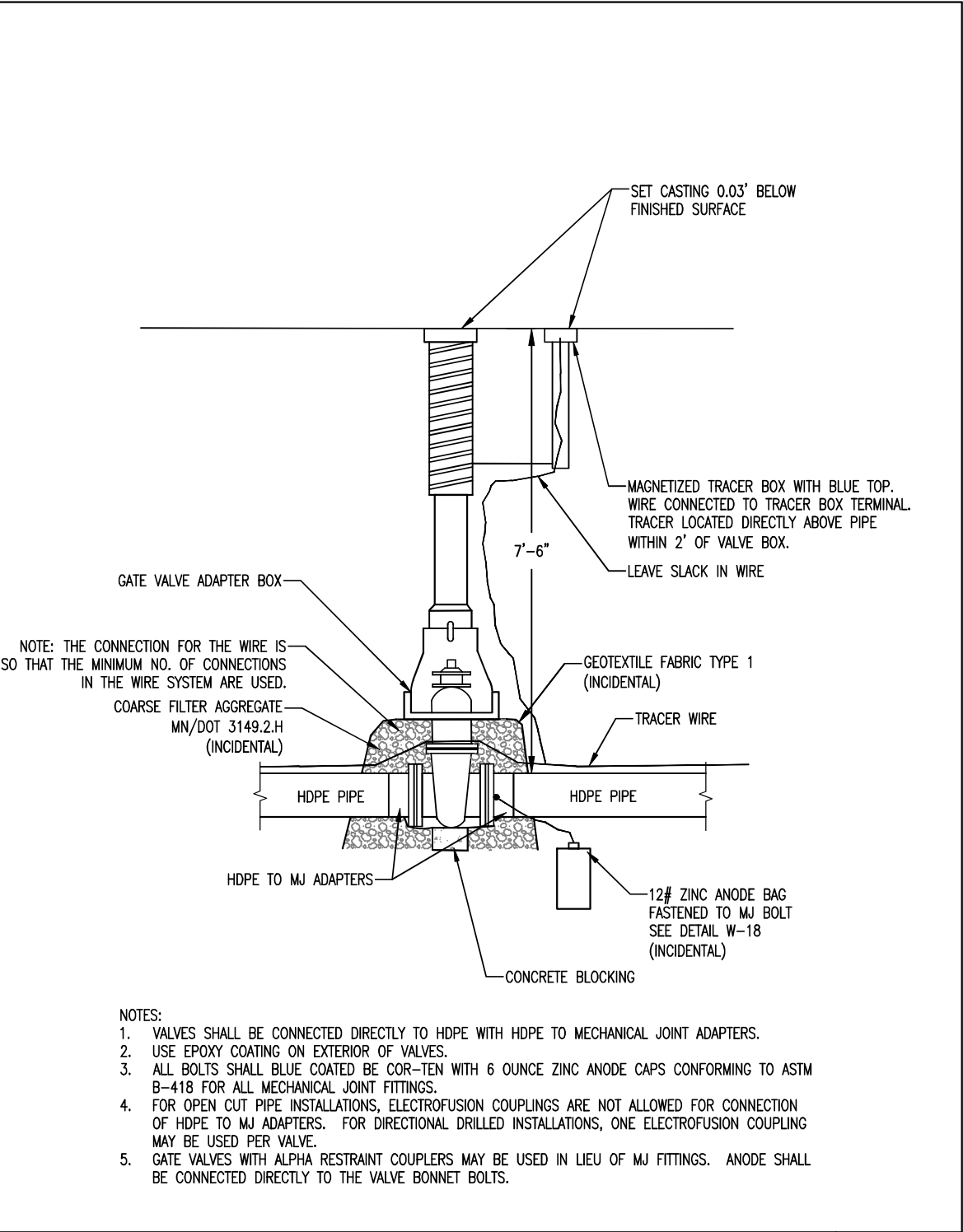
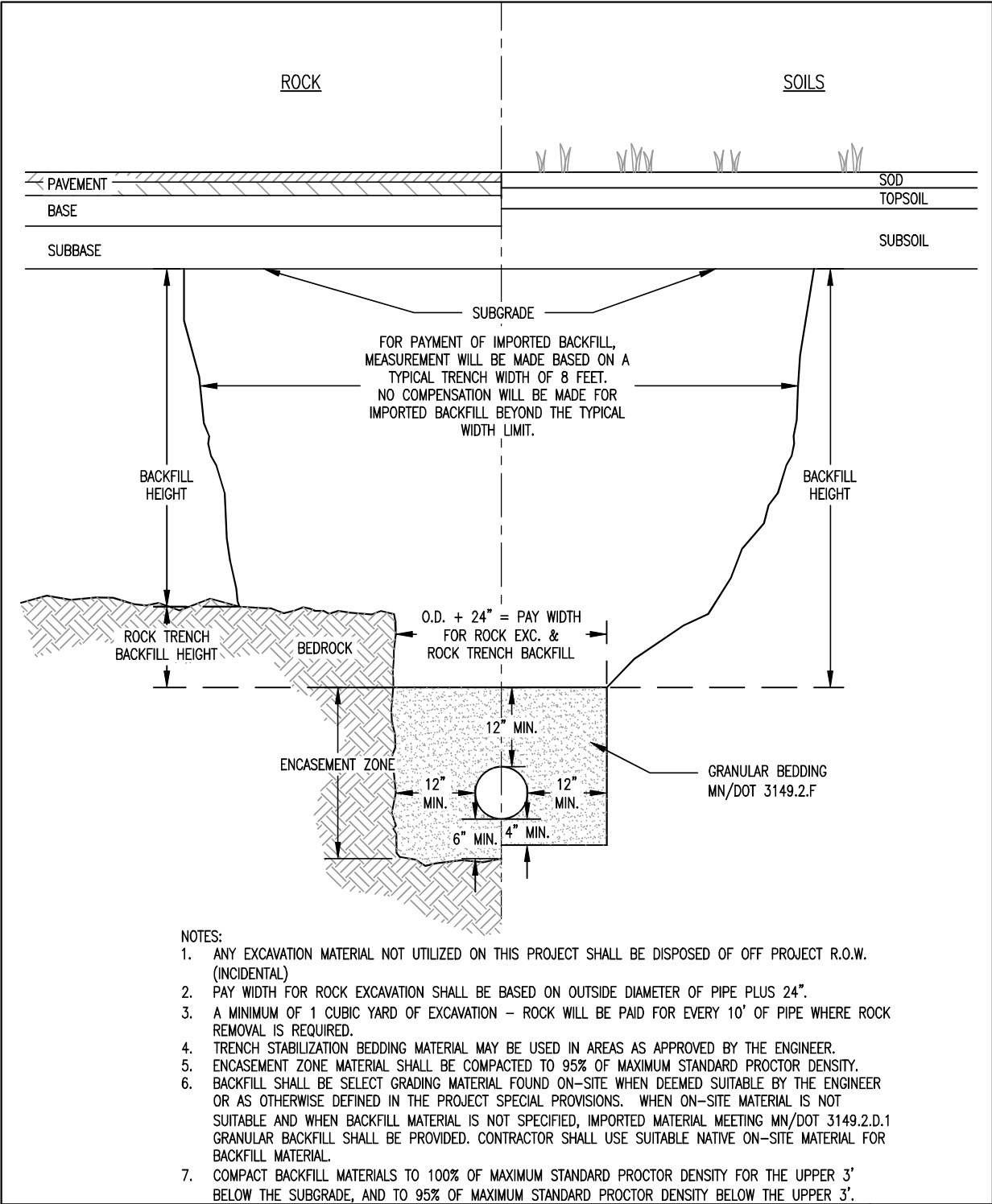
CITY OF DULUTH UTILITIES  
PLAN INDEX

U1	TITLE SHEET
U2-U4	CONSTRUCTION DETAILS
U5	REMOVALS
U6	CONSTRUCTION PLAN & PROFILE


DRAWN BY: JDO	I HEREBY CERTIFY THAT THIS PLAN 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.	DATE: 07/02/2025		CITY OF DULUTH ENGINEERING DIVISION 411 W. 1ST ST. STE. 240 DULUTH, MN 55802	MINNESOTA DEPARTMENT OF TRANSPORTATION		CITY UTILITY	
CHECKED BY: HDS		LIC. NO: 46875			MN STATE PROJECT NO:	SP 6933-101 (T.H. 194)	QUANTITIES	
	SIGNATURE: <u>Howard Smith P.E.</u> HOWARD SMITH, P.E. TYPE NAME						SHEET NO. U1 OF U6 SHEETS	

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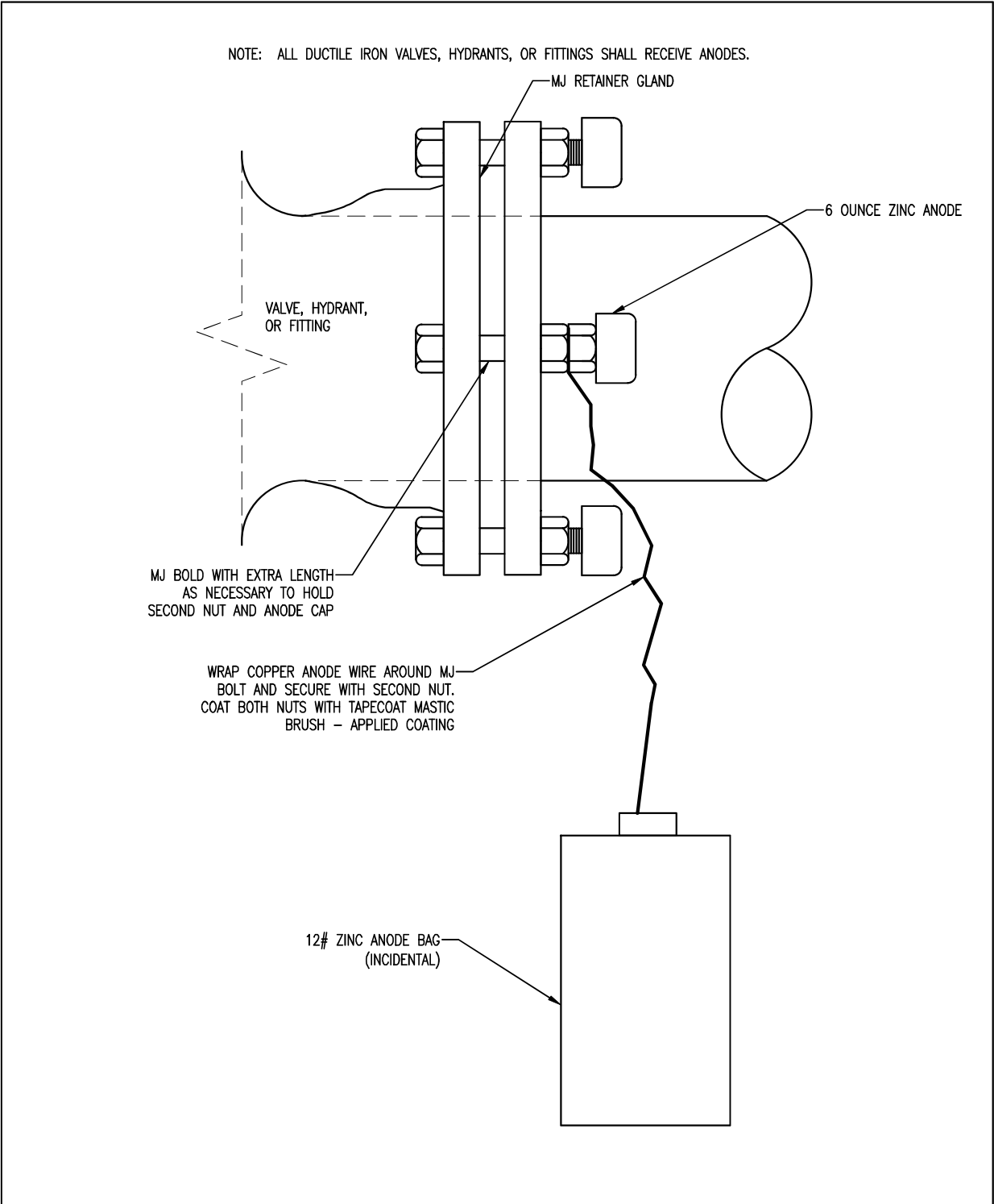


DUCTILE IRON, PE WATERMAIN, PRESSURE SEWER, & FORCEMAIN BEDDING		EX-1	WATER VALVE BOX - HDPE MAIN		W-17A
CITY OF DULUTH STANDARD DETAIL DEPT. OF PUBLIC WORKS AND UTILITIES		NO SCALE	MODIFIED	CITY OF DULUTH STANDARD DETAIL DEPT. OF PUBLIC WORKS AND UTILITIES	NO SCALE


DRAWN BY: JDO		I HEREBY CERTIFY THAT THIS PLAN 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: <i>Howard Smith P.E.</i> HOWARD SMITH, P.E. TYPE NAME	DATE: 07/02/2025	 CITY OF DULUTH ENGINEERING DIVISION 411 W. 1ST ST. STE. 240 DULUTH, MN 55802	MINNESOTA DEPARTMENT OF TRANSPORTATION		CITY UTILITY CONSTRUCTION DETAILS	
CHECKED BY: HDS			LIC. NO: 46875		MN STATE PROJECT NO:	SP 6933-101 (T.H. 194)	SHEET NO. U2 OF U6 SHEETS	

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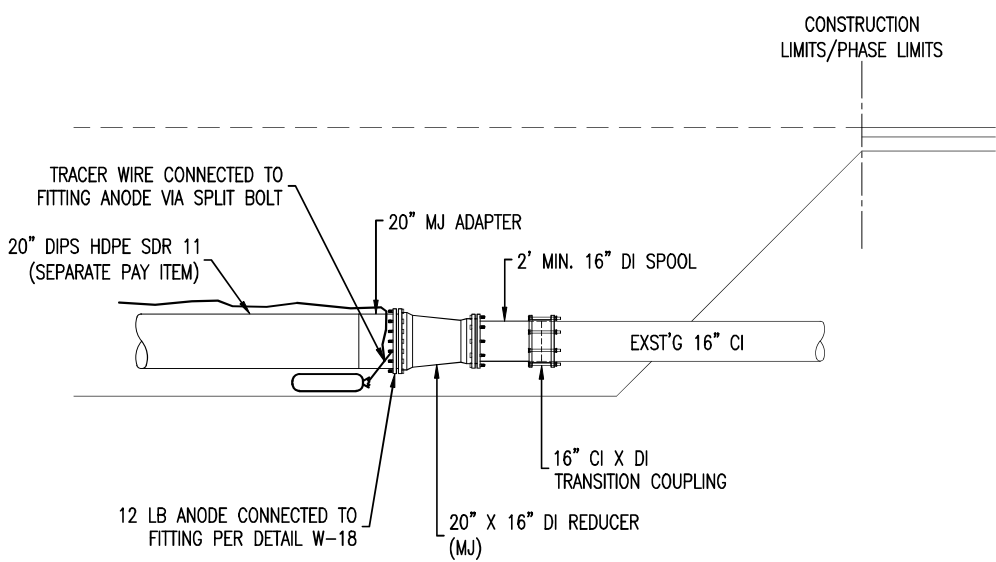
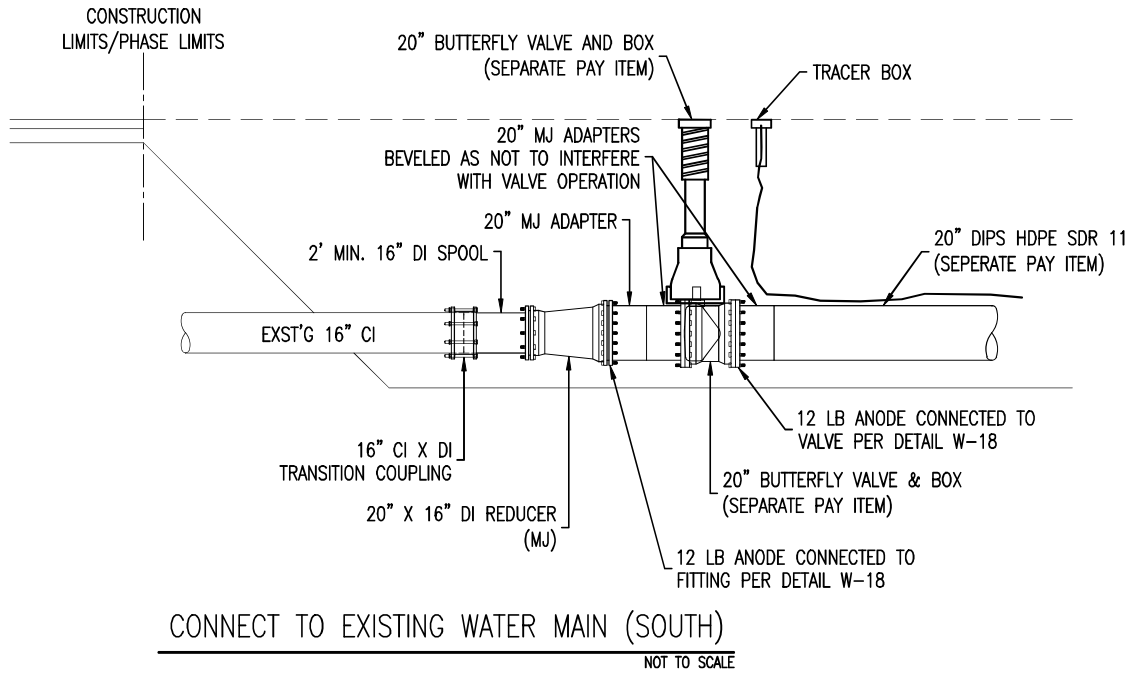


ANODE CONNECTION		W-18
REVISED/APPROVED 04/05/2019	CITY OF DULUTH STANDARD DETAIL DEPT. OF PUBLIC WORKS AND UTILITIES	NO SCALE

DRAWN BY: JDO	I HEREBY CERTIFY THAT THIS PLAN 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: <u>Howard Smith P.E.</u> HOWARD SMITH, P.E. TYPE NAME	DATE: 07/02/2025	 CITY OF DULUTH ENGINEERING DIVISION 411 W. 1ST ST. STE. 240 DULUTH, MN 55802	MINNESOTA DEPARTMENT OF TRANSPORTATION		CITY UTILITY	
CHECKED BY: HDS		LIC. NO: 46875		MN STATE PROJECT NO:	SP 6933-101 (T.H. 194)	CONSTRUCTION DETAILS	
						SHEET NO. U3 OF U6 SHEETS	

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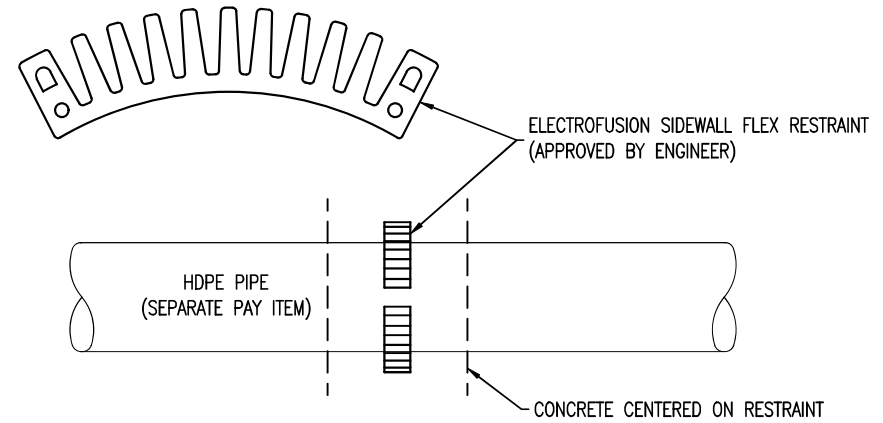
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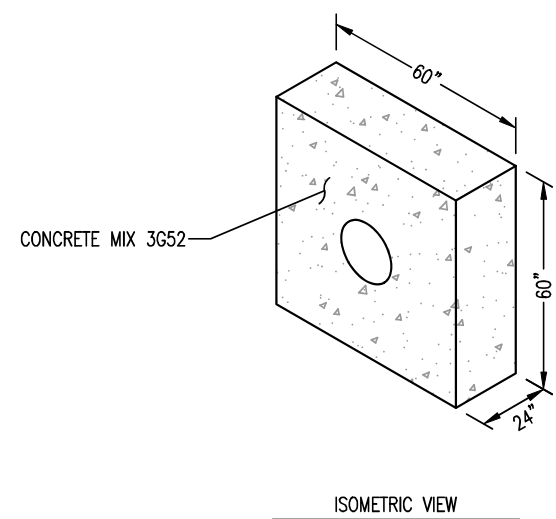
DETAIL NOTES

1. ALL LABOR, EQUIPMENT, AND MATERIALS TO PROVIDE WORK AS SHOWN IN THIS DETAIL SHALL BE CONSIDERED TO BE INCLUDED FOR PAYMENT IN THE PAY ITEM, "CONNECT TO EXISTING WATER MAIN" UNLESS OTHERWISE NOTED

CONNECT TO EXISTING WATER MAIN (NORTH)  
NOT TO SCALE




NUMBER OF RESTRAINTS NEEDED	6"	8"	10"	12"	14"	16"	18"	20"	24"	28"	30"	32"	36"	42"	48"
SDR 11	2	2	2	3	4	5	6	7	10	13	15	17	21	29	37
SDR 17	2	2	2	2	3	3	4	5	7	9	10	11	17	19	25

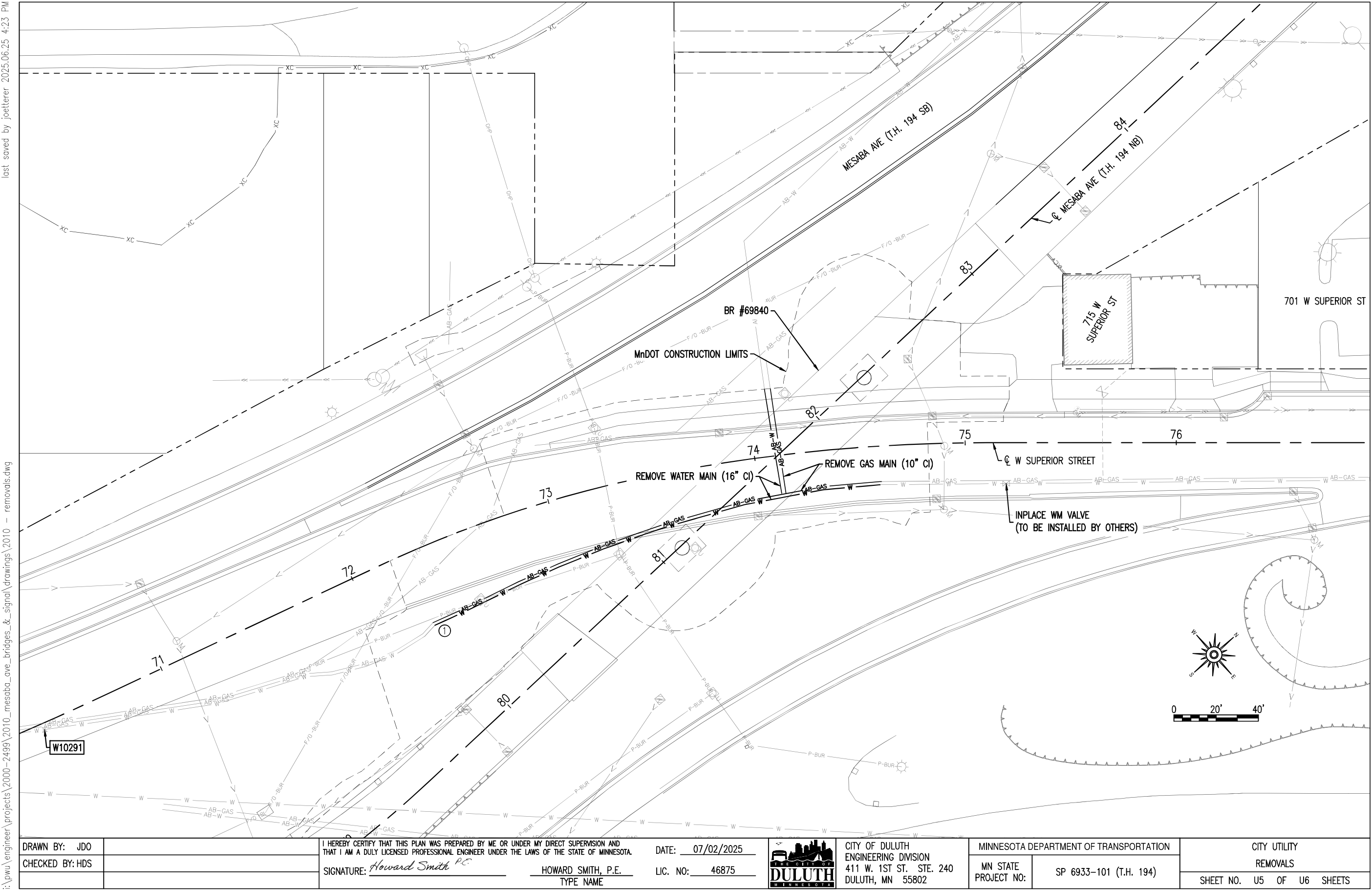


DETAIL NOTES

1. ALL LABOR, EQUIPMENT, AND MATERIALS TO PROVIDE WORK AS SHOWN IN THIS DETAIL SHALL BE CONSIDERED TO BE INCIDENTAL UNDER PAYMENT IN THE APPLICABLE PIPE PAY ITEM.

IN-LINE THRUST COLLAR  
NOT TO SCALE

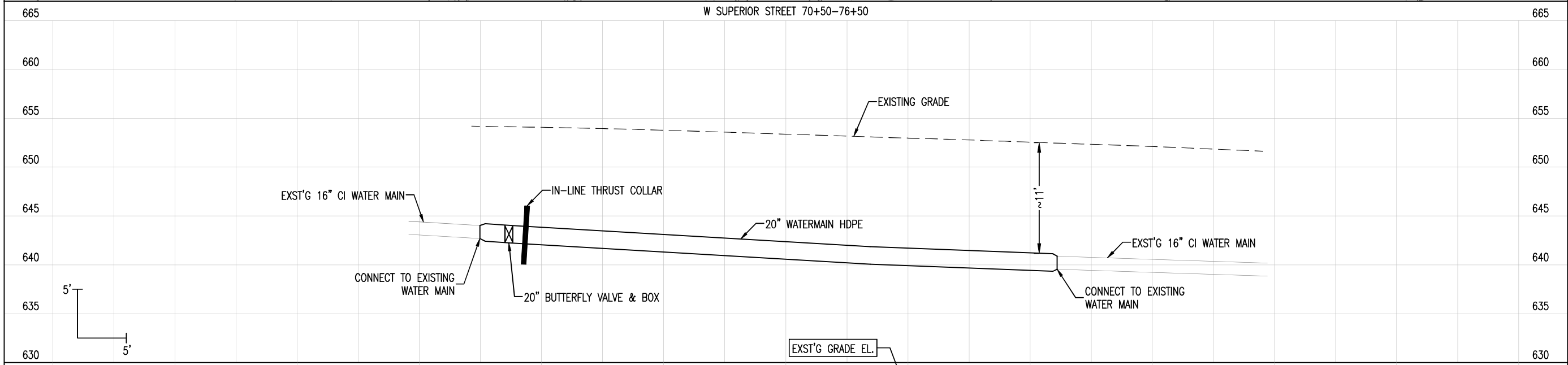
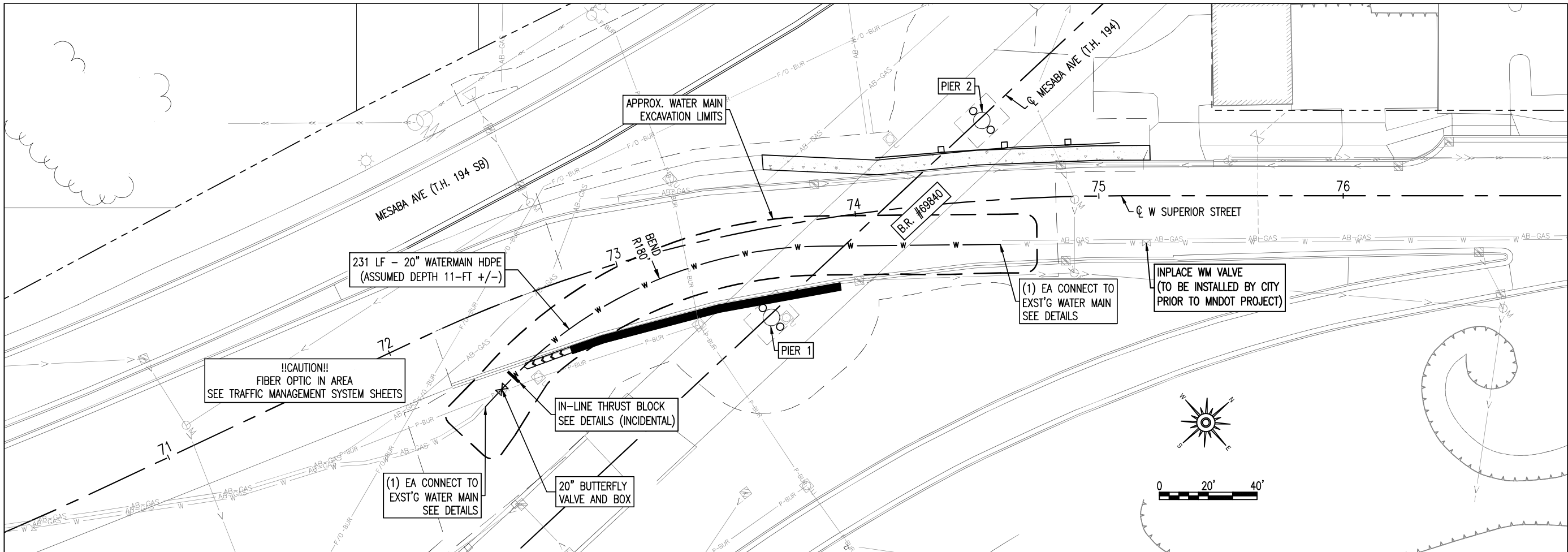
DRAWN BY: JDO		I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	DATE: 07/02/2025		CITY OF DULUTH ENGINEERING DIVISION 411 W. 1ST ST. STE. 240 DULUTH, MN 55802	MINNESOTA DEPARTMENT OF TRANSPORTATION		CITY UTILITY	
CHECKED BY: HDS		SIGNATURE: <i>Howard Smith</i> P.E.	LIC. NO: 46875			MN STATE PROJECT NO:	SP 6933-101 (T.H. 194)	CONSTRUCTION DETAILS	
		HOWARD SMITH, P.E. TYPE NAME						SHEET NO. U4 OF U6 SHEETS	





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