

MINNESOTA TRANSPORTATION DEPARTMENT

HIGHWAY LIGHTING

AGREEMENT NO. 01030M

BETWEEN

THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF ST. PAUL

TO

Provide Maintenance and Electrical Energy for the new Highway Lighting System on Trunk Highway No. 94 at the Chatsworth Street Bridge (Bridge No. 62867) in St. Paul, Ramsey County, Minnesota.

S.P. 6282-202 (T.H. 94=392)

Prepared by Metropolitan District Traffic Engineering

ESTIMATED AMOUNT RECEIVABLE

None

AMOUNT ENCUMBERED

None

Otherwise Covered

PARTIES

THIS AGREEMENT is entered into by the Minnesota Department of Transportation, (State) and the City of St. Paul, (City).

RECITALS

Minnesota Statutes Section 161.20 authorizes the Commissioner of Transportation to enter into agreements with any governmental authority for the purposes of constructing, maintaining and improving the Trunk Highway system.

The State has determined that it is in the public's best interest to install a new highway lighting system, (Highway Lighting System) at the location set out in this Agreement.

The City and the State will participate in the cost, maintenance, and electrical energy of the new Highway Lighting System.

CONTRACT

1. The State, with its own resources or by contract, will install a new Highway Lighting System on Trunk Highway No. 94 at the Chatsworth Street Bridge (Bridge No. 62867) and as shown in Exhibit "A" attached hereto and made a part hereof, pursuant to State Project No. 6282-202 (T.H. 94=392), all at the cost and expense of the State.

2. The State will perform all construction engineering and inspection functions (Construction Engineering) in connection with the contract construction and perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

3. The State will be responsible for the cost and application to secure an adequate power supply to the service pad or pole. Upon completion of this project, the City will thereafter pay all monthly electrical service expenses necessary to operate the Highway Lighting System as shown in Exhibit "A". Upon completion of this project, the City will own the Highway Lighting System, maintain and keep in repair the Highway Lighting System, perform all system locating, and be responsible for future system replacement, all at the City's cost and expense.

4. Each party will be solely responsible for its own acts and omissions and the results thereof, to the extent authorized by law. The State's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736. The City's liability is governed by Minnesota Statutes Chapter 466. Each party will be solely responsible for its own employees for any Workers Compensation claims.

5. 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. If any party fails to enforce any provisions of this Agreement, that failure does not waive the provision or its right to enforce it.

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.

8. Minnesota law governs this contract. 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.

9. This Agreement is effective on the date the State obtains all required signatures under Minnesota Statutes 16C.05, Subdivision 2, and will remain in effect until terminated by written agreement of the parties.

10. The State's obligation to perform any work, or to let a Contract for the performance of the work, on the State Project referenced above, is subject to the availability of funding from the Minnesota Legislature or other funding source.

11. Authorized Agents

a. The State's Authorized Agent for the purpose of the administration of this Agreement is Allan Espinoza, Mn/DOT Metropolitan District Traffic Engineering, or his successor. His current address and phone number are 1500 West County Road B2, Roseville, MN 55113, (651) 234-7812.

b. The City's Authorized Agent for the purpose of the administration of this Agreement is Brian Vitek, St. Paul City Traffic Operations Traffic Engineer or his successor. His current address and phone number are 899 North Dale Street, St. Paul, MN 55103, (651) 266-9773.

CITY OF ST. PAUL

RESOLUTION

IT IS RESOLVED that the City of St. Paul enter into Mn/DOT Agreement No. 01030M with the State of Minnesota, Department of Transportation for the following purposes:

Provide Maintenance and Electrical Energy for the new Highway Lighting System on Trunk Highway No. 94 at the Chatsworth Street Bridge (Bridge No. 62867) under State Project No. 6282-202 (T.H. 94=392), within the corporate City limits.

IT IS FURTHER RESOLVED that the _____ 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 St. Paul at an authorized meeting held on the _____ day of _____, 2012, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2012

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)

CITY OF ST. PAUL

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.

Recommended for Approval:

By: _____
(Director of Public Works)

Approved as to form and execution:

By: _____
(Assistant City Attorney)

By: _____
(Mayor)

Date: _____

By: _____
(Director of Finance & Management Services)

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

EXHIBIT "A"

AGREEMENT NO. 01030

MINNESOTA DEPARTMENT OF TRANSPORTATION

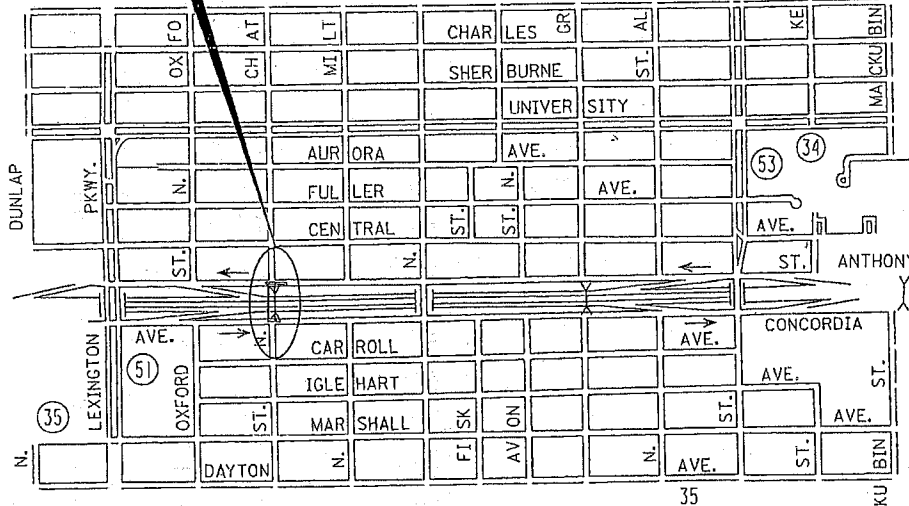
CONSTRUCTION PLAN FOR GRADING, BITUMINOUS AND CONCRETE SURFACING, ADA IMPROVEMENTS,
AND BRIDGE NO. 62867

LOCATED ON T.H. 94 (N. ST. PAUL) AT CHATSWORTH ST.

STATE PROJ. NO. 6282-202
GROSS LENGTH..... FEET..... MILES
BRIDGES-LENGTH..... FEET..... MILES
EXCEPTIONS-LENGTH..... FEET..... MILES
NET LENGTH..... FEET..... MILES
REF. POINT..... XXXXXX TO REF. POINT XXXXXX

NOTE: LENGTH AND DESCRIPTION BASED ON
THE T.H. 94 ALIGNMENTS

PROJECT LOCATION
CONSTRUCT BRIDGE NO. 62867



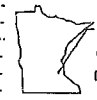
SCALE
INDEX MAP 1" = 1650'

DESIGN DESIGNATION N/A

Design ESALS
ADT (Current Year)
ADT (Future Year)
DHV (Design Hr. Vol.)
D (Directional Distr.)
T (Heavy Commercial)

Design Speed..... MPH
Based on STOPPING Sight Distance
Height of eye..... Height of object.....
Design Speed not achieved at:
% STA..... TO STA..... MPH
% STA..... TO STA..... MPH

PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY



PROJECT LOCATION
COUNTY : RAMSEY
DISTRICT : NEJRC

FOR PLANS AND UTILITIES SYMBOLS SEE TECHNICAL MANUAL
STATE PROJ. NO. CHARGE IDENTIFIER
6282-202

STATE PROJ. NO. 6282-202 (TH 94 = 392) SHEET NO. 1 OF SHEETS

FED. PROJ. NO. IM. 1494 (001)	
GOVERNING SPECIFICATIONS <small>THE 2009 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION SHALL GOVERN.</small>	
INDEX	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-3	ESTIMATED QUANTITIES
4	INPLACE UTILITY TABULATION AND STANDARD PLATES
5	SOILS AND CONSTRUCTION NOTES
6	EARTHWORK TABULATION
7-10	TABULATIONS
11	MISCELLANEOUS DETAILS
12	STANDARD PLAN SHEETS
13	ALIGNMENT TABULATION
14	INPLACE UTILITY AND TOPOGRAPHY PLAN
15	REMOVAL PLAN
16-23	CONSTRUCTION PLAN
24-25	CONSTRUCTION DETAILS
26	CONSTRUCTION PLAN AND DETAILS
27	ORAINAGE PLAN AND DETAILS
28	DRAINAGE PROFILES AND TABULATIONS
TCL-TC59	SNPPP AND WATER RESOURCES NOTES
STI-ST8	TURF ESTABLISHMENT AND EROSION CONTROL PLAN
	TRAFFIC CONTROL PLAN
	LIGHTING PLANS
	SIGNING PLANS
THIS PLAN CONTAINS XXX 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.	
PRINT NAME: IAN DOEKTER	LICENSE #: 19088
DATE:	SIGNATURE:
DESIGN SQUAD : R. WELSON, H. O'BELLE, C. WILDER, Z. KHAN	
RECOMMENDED FOR APPROVAL	DISTRICT TRANSPORTATION ENGINEER
RECOMMENDED FOR APPROVAL	DISTRICT MATERIALS ENGINEER
RECOMMENDED FOR APPROVAL	DISTRICT WATER RESOURCES/HYDROLOGICS ENGINEER
RECOMMENDED FOR APPROVAL	DISTRICT TRAFFIC ENGINEER
RECOMMENDED FOR APPROVAL	STATE PRE-LETTING ENGINEER
OFFICE OF LAND MANAGEMENT APPROVAL	DIRECTOR, LAND MANAGEMENT
APPROVED	STATE DESIGN ENGINEER
I HEREBY CERTIFY THAT THE FINAL FIELD REVISIONS, IF ANY, WERE 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:	LICENSE #:
DATE:	SIGNATURE:

DISTRICT : METRO
 IPLOT NAME: 663282202.JEN
 PATH & FILE NAME: Projects\JEN\005\094\6282\202\Design\PlanSheets\6282202_1.mxd
 PLOTTED/REVISED: 26-MAR-2012 01:43