



Saint Louis County

Public Works Department • Richard H. Hansen Transportation & Public Works Complex
4787 Midway Road, Duluth, MN 55811 • Phone: (218) 625-3830

James T. Foldesi, P.E.
Public Works Director/
Highway Engineer

August 21, 2025

City of Duluth
Cindy Voigt
411 West 1st St., Room 240
Duluth, MN 55802
Cvoigt@duluthmn.gov

Re: Cooperative Agreement for CSAH 91 Reconstruction Project and City Streets
and Utilities Improvements
CP 0091-442363, SP 069-691-034 (City of Duluth Project #0847)

Dear Ms. Voigt:

Please find enclosed, the Cooperative Agreement for the above listed project. Please have the proper City of Duluth officials sign the agreement and return to me at clarkc2@stlouiscountymn.gov for further processing:

Once fully executed, a copy will be returned to you.

Sincerely,

Christine Clark
Contract Administration Manager

Enclosure(s)

**COOPERATIVE AGREEMENT
BETWEEN**

**ST. LOUIS COUNTY
AND
CITY OF DULUTH**

THIS AGREEMENT, hereinafter referred to as the “Agreement,” is made and entered into between the COUNTY OF ST. LOUIS, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as “St. Louis County”, and the CITY OF DULUTH, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as “Duluth”.

WITNESSETH:

WHEREAS, St. Louis County is leading a project to reconstruct CSAH 91 (40th Ave West) located within the City of Duluth, further identified as CP 0091-442363, SP 069-691-034, hereinafter referred to as the “Project”; and

WHEREAS, Duluth will incorporate city streets and utilities improvements into the Project; and

WHEREAS, St. Louis County and Duluth will participate in the Project costs as hereinafter set forth; and

WHEREAS, St. Louis County and Duluth will be responsible for ownership and maintenance of improvements completed under the Project as hereinafter set forth.

THEREFORE, with regard to the Project, the parties hereby agree to the following:

1. St. Louis County shall prepare the plan, specifications, proposal and engineer’s estimate for the portion of the Project that includes the CSAH 91 (40th Ave West) roadway improvements and associated city streets improvements in accordance with the 2025 Edition of the Minnesota Department of Transportation “Standard Specifications for Construction”.
2. Duluth shall prepare the plan, specifications, proposal and engineer’s estimate for the portion of the Project that includes city utilities.
3. The plans, specifications and proposals will be combined to constitute the Project. St. Louis County shall open bids for the Project and provide Duluth with an abstract of all bids received. Duluth shall promptly review the bid information and provide concurrence. St. Louis County, acting through the St. Louis County Highway Engineer, shall award the contract for said Project to the lowest responsible bidder in accordance with current Minnesota Statutes.

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4. St. Louis County shall perform all necessary contract administration and shall administer the terms of the contract from contract award to the certification of final payment for the Project.
5. St. Louis County shall perform all construction engineering including record keeping and construction inspection for the portion of the Project that includes the CSAH 91 (40th Ave West) roadway improvements, street lighting and associated city streets improvements in accordance with the plan and proposal.
6. Duluth shall perform all construction engineering including record keeping and construction inspection for the portion of the Project that includes city utilities in accordance with the plan and proposal.
7. The city streets improvements that are associated with the CSAH 91 (40th Ave West) roadway improvements will be available for inspection by Duluth. If Duluth believes the construction of these city streets has not been properly performed or that the construction is defective, Duluth will inform St. Louis County in writing of those defects. Any recommendations made by Duluth are not binding on St. Louis County. St. Louis County will have the exclusive right to determine whether St. Louis County's contractor has satisfactorily performed the construction of Duluth's city streets.
8. St. Louis County may make changes to the plans and contract for the portion of the Project that includes the CSAH 91 (40th Ave West) roadway improvements and associated city streets improvements, and will enter into any necessary addenda and change orders with the contractor that are necessary to cause the Project construction to be performed and completed in a satisfactory manner. St. Louis County will obtain approval in writing from Duluth of any proposed addenda and change orders to the portion of the Project that will affect Duluth's city streets.
9. Duluth may make changes to the plans and contract for the portion of the Project that includes city utilities and will enter into any necessary addenda and change orders with the contractor that are necessary to cause the Project construction to be performed and completed in a satisfactory manner. Duluth will inform St. Louis County of any proposed addenda and change orders for Duluth's portion of the Project for the purposes of record keeping and contract administration.
10. Duluth may request additional work or changes to the plans as part of the construction contract for the portion of the Project that includes city utilities and the city streets improvements that are associated with the CSAH 91 (40th Ave West) roadway improvements. Such request will be made in writing by Duluth. If St. Louis County determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the Project, St. Louis County will cause the additional work or plan changes to be made.

11. Upon completion of the Project, Duluth will accept ownership and provide maintenance of the following Project components:
 - a. Improvements completed to city streets and utilities.
 - b. Sidewalk constructed on city streets.
 - c. Lighting systems installed on CSAH 91 (40th Ave West), MSAS 110 (40th Ave West) and MSAS 126 (Grand Ave). Maintenance includes replacement of luminaires and replacing lighting units that are knocked down.
12. Upon completion of the Project, St. Louis County will accept ownership and provide maintenance of the following Project components:
 - a. Improvements completed to CSAH 91 (40th Ave West), excluding the lighting systems.
 - b. Sidewalk constructed on CSAH 91 (40th Ave West).
 - c. Storm sewer facilities constructed for CSAH 91 (40th Ave West).
 - d. Pedestrian warning systems installed on CSAH 91 (40th Ave West).
13. Duluth will provide electrical power for the lighting systems and pay all monthly electrical service expenses necessary to operate the lighting systems.
14. St. Louis County will provide electrical power for the pedestrian warning systems and pay all monthly electrical service expenses necessary to operate the warning systems.
15. St. Louis County and Duluth will develop and execute a separate winter maintenance agreement for CSAH 91 (40th Ave West).
16. St. Louis County's and Duluth's share of the bid items for Mobilization, Traffic Control and Erosion Control Supervisor items for the Project shall be equal to the proportionate share of the total estimated cost of the other pay items in the plans assigned to each politic body.
17. Duluth's proportionate share of the cost of the storm sewer system items for CSAH 91 (40th Ave West) will be the portion that is not eligible for state aid funding as determined by the Minnesota Department of Transportation State Aid Division hydraulics funding eligibility determination.
18. St. Louis County's cost participation shall be 100 percent of St. Louis County's quantities as provided in the plan and proposal at the contract unit prices for the Project. St. Louis County shall also be responsible for 100 percent of the cost of overruns in St. Louis County's quantities and change orders applied to St. Louis County for the Project.

19. Duluth's cost participation shall be 100 percent of Duluth's quantities as provided in the plan and proposal at the contract unit prices for the Project. Duluth shall also be responsible for 100 percent of the cost of overruns in Duluth's quantities and change orders applied to Duluth for the Project.
20. Duluth shall pay to St. Louis County, upon award of the contract, an amount equal to ninety-five percent (95%) of the estimated cost of Duluth's obligation of the contract based on the contract unit prices as contained in the awarded contractor's bid documents, within 35 days of receipt of an invoice from St. Louis County.
21. Upon completion of the Project, Duluth shall pay to St. Louis County Duluth's remaining obligation of the Project within 35 days of receipt of an invoice from St. Louis County. If any funds are received by St. Louis County in excess of the Project, they will be returned to Duluth without interest.
22. St. Louis County shall require all contractors and subcontractors performing work for said Project to name Duluth as an insured party in the amounts listed in the insurance requirements contained in the contract.
23. Each party shall be liable for its own acts to the extent provided by law, and each party hereby agrees to indemnify, hold harmless and defend the others, their officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the others, their officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act of omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.
24. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a; provided further that for purposed of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.
25. Any and all employees of Duluth, while engaged in the performance of any work or service which Duluth is specifically required to perform under this Agreement, shall be considered employees of Duluth only and not of St. Louis County. 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 and all claims made by any third parties as a consequence of any act of said employees shall be the sole obligation of Duluth.

26. Any and all employees of St. Louis County, while engaged in the performance of any work or service which St. Louis County is specifically required to perform under this Agreement, shall be considered employees of St. Louis County only and not of Duluth. 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 and all claims made by any third parties as a consequence of any act, of said employees, shall be the sole obligation of St. Louis County.
27. 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.

St. Louis County:	Duluth:
Victor Lund, PE, PTOE (or successor)	Cindy Voigt, PE (or successor)
Traffic Engineer	City Engineer
St. Louis County Public Works	City of Duluth
4787 Midway Road	411 West 1 st Street, Room 240
Duluth, MN 55811	Duluth, MN 55802
218-625-3873	218-730-5071
lundv@stlouiscountymn.gov	cvoigt@duluthmn.gov

28. 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 the end of the 30-day notice period. In the event of such termination, St. Louis County and Duluth shall be entitled to pro-rata payment for work and services performed up to the effective date of such termination.

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CSAH 91 Reconstruction Project and City Streets and Utilities Improvements
St. Louis County Project Numbers: CP 0091-442363, SP 069-691-034
City of Duluth Project Number: 0847

CITY OF DULUTH

By: _____
Mayor

ATTEST

By: _____
City Clerk

Date: _____

COUNTERSIGNED

By: _____
City Auditor

APPROVED AS TO FORM

By: _____
City Attorney

ST. LOUIS COUNTY

By: 
Deputy County Administrator – Public
Works & Transportation/Highway Engineer

Date: 8/20/25

By: _____
County Board Chair

Date: _____

By: _____
County Auditor

Date: _____

APPROVED AS TO FORM

By: _____
Assistant County Attorney

Date: _____

Saint Louis County Contract Number:



*Resolution
of the
Board of County Commissioners*

St. Louis County, Minnesota

Adopted on: August 5, 2025 Resolution No. 25-381

Offered by Commissioner: Nelson

Cooperative Agreement with the City of Duluth for the CSAH 91 (40th Avenue West) Reconstruction Project and City Streets and Utilities Improvements; CP 0091-442363, SP 069-691-034

WHEREAS, The Public Works Department is leading a project in 2026 to reconstruct County State Aid Highway (CSAH) 91 (40th Avenue West) located in the City of Duluth, identified further as CP 0091-442363, SP 069-691-034; and

WHEREAS, The CSAH 91 reconstruction project begins at Grand Avenue and ends at the railroad crossing (USDOT #251887W) and includes the reconstruction of the intersection of Grand Avenue and CSAH 91 (40th Avenue West); and

WHEREAS, The City of Duluth requested the CSAH 91 reconstruction project include improvements to its city utilities on 40th Avenue West; and

WHEREAS, The CSAH 91 reconstruction project includes improvements that were recommended by the 40th Avenue West Corridor Study which was started in September 2023 and concluded in June 2024; and

WHEREAS, The CSAH 91 reconstruction project includes federal funding from the Surface Transportation Block Grant (STBG) and Transportation Alternatives (TA) programs; and

WHEREAS, St. Louis County will develop a cooperative project that will include the CSAH 91 reconstruction program and city streets and utilities improvements, and this cooperative project will be bid as one project.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into a cooperative agreement, and approve any amendments authorized by the County Attorney, with the City of Duluth for the CSAH 91 (40th Avenue West) reconstruction project and city streets and utilities improvements.

RESOLVED FURTHER, That the federal funds will be receipted into Fund 220, Agency 220736, Object 540702; funds received from the City of Duluth will be receipted into Fund 220, Agency 220736, Object 551501; St. Louis County's share of the project will be payable from Fund 220, Agency 220736, Object 652700.

RESOLVED FURTHER, That this project is further identified as CP 0091-442363, SP 069-691-034.

Commissioner Nelson moved the adoption of the Resolution and it was declared adopted upon the following vote:

Yeas – Commissioners Boyle, Grimm, McDonald, Musolf, Nelson, Jugovich and Chair Harala – 7

Nays – None

STATE OF MINNESOTA

Office of County Auditor, ss.

County of St. Louis

I, **NANCY NILSEN**, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 5th day August, A.D. 2025, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 5th day of August, A.D., 2025.

NANCY NILSEN, COUNTY AUDITOR

By:


Clerk of the County Board/Deputy Auditor