



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
Cari Pedersen
411 West 1st St., Room 240
Duluth, MN 55802
cpedersen@duluthmn.gov

Re: Cooperative Agreement for 2026 Chip Seal
CP 0000-727547, SAP 069-030-064; CP 0000-940613

Dear Ms. Pedersen:

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 THE
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 “City of Duluth”.

WITNESSETH:

WHEREAS, St. Louis County intends to undertake a Chip Seal and Fog Seal project on various paved roads (CP 0000-727547, SAP 069-030-064), hereinafter referred to as the “County Project”; and

WHEREAS, City of Duluth intends to undertake a Chip Seal and Fog Seal project on various paved roads (CP 0000-940613), hereinafter referred to as the “City of Duluth Project”; and

WHEREAS, the County Project and City of Duluth Project shall be hereinafter referred to together as the “Project”; and

WHEREAS, St. Louis County shall prepare a contract for the construction of the County Project and City of Duluth Project as provided for below, intended for letting and construction as a single, unitary construction project in 2026 (the “Contract”), and it is justified and mutually beneficial for City of Duluth and St. Louis County to combine these projects to mutually benefit from economies of scale, mobilization, and contract administration; and

WHEREAS, St. Louis County will advertise, bid, and enter into a contract with the low bidder for construction of the Project.

THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD, with regard to the Project, the parties hereby agree to the following:

1. St. Louis County shall prepare plans and specifications for the construction of the County Project.
2. City of Duluth shall prepare plans and specifications for the construction of the City of Duluth Project and submit them to St. Louis County.

3. St. Louis County shall prepare bid documents by compiling pay items from the County Project and City of Duluth Project to create a bid package, from which the costs for the City of Duluth Project will be determined by the bid prices in accordance with the terms of the proposal. St. Louis County shall award the contract for said projects to the lowest responsible bidder in accordance with current specifications
4. After contract letting, and prior to contract award, St. Louis County will provide City of Duluth with an abstract of all bids received. City of Duluth will promptly review bid information. St. Louis County will award the Contract if the low bid is no more than 20 percent over the engineers estimate for the City of Duluth Project, without further approval from City of Duluth.
5. St. Louis County and City of Duluth shall perform, by contract, the construction work provided for in the Plan, with the construction costs of the County Project covered by St. Louis County and the construction costs of the City of Duluth covered by the City of Duluth.
6. St. Louis County shall perform all construction engineering, staking, inspection, material certification and acceptance, and measurement of all items in accordance with State Aid standards for the County Project.
7. City of Duluth shall perform all construction engineering, staking, inspection, material certification and acceptance, and measurement of all items in accordance with State Aid standards for the City of Duluth Project.
8. All further costs for change orders, work orders and supplemental agreements related to the County Project shall be allocated to and paid for by the County. All further costs for change orders, work orders and supplemental agreements related to the City of Duluth Project shall be allocated to and paid for by City of Duluth.
9. City of Duluth shall pay St. Louis County a flat fee in the amount of \$750 for construction administration services rendered by St. Louis County for the City of Duluth Project under this Agreement.
10. St. Louis County shall take all actions necessary to prepare the County Project for construction, including, but not limited to obtaining all applicable environmental permits as required by law, temporary storage sites, temporary or permanent easements, and site restoration at its cost and expense.
11. City of Duluth shall take all actions necessary to prepare the City of Duluth Project for construction, including, but not limited to obtaining all applicable environmental permits as required by law, temporary storage sites, temporary or permanent easements, and site restoration at its cost and expense.

12. In the event that City of Duluth takes any action, except as authorized by this Agreement that results in lost time or efficiency or a delay of completion of the County's construction of the County Project, City of Duluth shall bear the full financial responsibility for any claims or causes of action arising therefrom.
13. City of Duluth shall pay to St. Louis County, within thirty (30) days after award of the Contract, an amount equal to ninety-five percent (95%) of the estimated cost of City of Duluth's obligation of the Contract, based on the contract unit prices as contained in the awarded Contractor's bid documents.
14. Upon completion of the Project, City of Duluth shall pay to St. Louis County the remaining balance of City of Duluth's obligation of the Project, plus the contract administration fee, 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 and administrative costs, they will be returned to City of Duluth without interest.
15. St. Louis County shall require all contractors and subcontractors performing work on the project described in this agreement to name City of Duluth as an insured party in the amounts listed in the insurance requirements contained in the Plan.
16. City of Duluth shall indemnify, hold harmless and defend St. Louis County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which St. Louis County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of City of Duluth, its agents, servants or employees, in the execution, performance, or failure to adequately perform City of Duluth 's obligations pursuant to this Agreement.
17. St. Louis County shall indemnify, hold harmless and defend City of Duluth, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which City of Duluth, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of St. Louis County, its agents, servants or employees, in the execution, performance, or failure to adequately perform St. Louis County's obligations pursuant to this Agreement.
18. 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:	City of Duluth:
Steve Krasaway, P.E.	Cari Pedersen
Public Works / Resident Engineer	Chief Engineer of Transportation
4787 Midway Rd.	411 W. 1 st Street, Room 240
Duluth, MN 55711	Duluth, MN 55802
(218) 625-3841	(218) 730-5104
krasaways@stlouiscountymn.gov	cpedersen@duluthmn.gov

19. 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 City of Duluth, 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 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.
20. Any and all employees of City of Duluth, while engaged in the performance of any work or service which City of Duluth is specifically required to perform under this Agreement, shall be considered employees of City of Duluth only and not of St. Louis 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 and all claims made by any third parties as a consequence of any act, of said employees, shall be the sole obligation of City of Duluth.
21. 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 purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.
22. This Agreement may be terminated only as follows:
- At any time by mutual agreement of the parties;
 - 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, the County and City of Duluth shall be entitled to pro-rata payment for work and services performed up to the effective date of such termination.

CITY OF DULUTH

By: _____
City of Duluth Mayor

Date: _____

By: _____
City of Duluth Clerk

Date: _____

By: _____
City of Duluth Auditor

Date: _____

APPROVED AS TO FORM AND
EXECUTION:

By: _____
City of Duluth Attorney

Date: _____

COUNTY OF ST. LOUIS

By: A.T. Jell
Deputy County Administrator – Public
Works & Transportation/Highway Engineer

Date: 8/20/25

APPROVED AS TO FORM AND
EXECUTION:

By: _____
Assistant County Attorney

Date: _____

Saint Louis County Contract Number:
