

EXHIBIT 1

St. Louis County
St. Louis County Proj. No. CP 0004-342005 (SAP 069-604-078)
City of Duluth Proj. No. 1758 (SAP 118-160-025)

COOPERATIVE
AGREEMENT
BETWEEN
THE COUNTY OF ST. LOUIS
AND
THE CITY OF DULUTH
RELATED TO
RICE LAKE ROAD RECONSTRUCTION PROJECT

Reconstruction of Rice Lake Road (CSAH 4) between Arrowhead Road and a point 941' south of Kruger Road including traffic signal system replacement at the intersections of Rice Lake Road / Arrowhead Road and Rice Lake Road / Technology Drive in Duluth, St. Louis County, Minnesota. Also includes sidewalk construction and widening of Technology Drive and sidewalk construction on Arrowhead Road between Rice Lake Road and Arlington Avenue.

THIS AGREEMENT is made and entered into by and between the County of St. Louis, a duly organized county within the State of Minnesota, hereinafter referred to as the "County", and the City of Duluth, hereinafter referred to as the "City", a municipal corporation of St. Louis County, Minnesota.

WHEREAS, the County intends to undertake the reconstruction of a portion of County State Aid Highway 4, Rice Lake Road from the intersection of Arrowhead Road to a point 941' south of Kruger Road during the 2020 construction season, which construction shall include the removal of the existing driving surface, existing traffic signal systems, sidewalks, curb and gutter and removal of soil, landscaping and vegetation within the street right-of-way as necessary for said work and the reconstruction of the street, traffic signal systems, sidewalks, curb and gutter, and storm sewer as necessary within the right-of-way, (which plans and specifications are collectively hereinafter the "County Project"); and

WHEREAS, City has agreed to contribute to the cost of certain elements of the County Project as hereinafter described; and

WHEREAS, at the request of the City, County has agreed to include construction of the hereinafter-described "City Project" in its design and construction contract for the County Project under the terms and conditions of this Agreement; the City Project shall consist of the construction of sidewalk on Arrowhead Road (MSAS 160) between Rice Lake Road and Arlington Avenue, replacement of the existing sidewalk adjacent to Technology Drive, the construction of a new sidewalk adjacent to Technology Drive as hereinafter described, and the widening of Technology Drive to provide a turn lane at its intersection with Rice Lake Road; and

WHEREAS, the County Project and the City Project are hereinafter, in combination, referred to as the "Project"; and

WHEREAS, the Project has been assigned project number CP 0004-342005 (SAP 069-604-078); and

WHEREAS, the County will advertise, bid, and enter into a contract with the low bidder for the Project (hereinafter the "Contract") which will include the construction of the City Project in conformance with the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD AS FOLLOWS:

1. The County shall prepare and be responsible for the cost of preparing, plans and specifications for the Project. All work to be performed for the City Project shall be described separately in the Statement of Estimated Quantities. The elements of the design and supervision of construction of the City Project shall be performed by the County at no cost to the City.
2. The City Project is further described below:
 - a. Arrowhead Road Sidewalk—An 8' wide bituminous sidewalk on the north side of Arrowhead Road (MSAS 160) between Rice Lake Road and Arlington Avenue at the back of the existing curb which will be constructed of 3.5" of bituminous on 12" of aggregate base class 5.
 - b. Technology Drive widening—Widening of Technology Drive on the north side thereof between Rice Lake Road and a point approximately 300' to the east to include new bituminous pavement, new curb & gutter and a concrete sidewalk on the north side thereof, extending easterly to the

school entrance.

c. Technology Drive sidewalk—The City intends to construct a 5' wide concrete sidewalk at the back of curb on the north side of Technology Drive between the easterly entrance to the school and entrance to Involta.

3. The County Project consists of the reconstruction of a portion of County State Aid Highway 4, Rice Lake Road from the intersection of Arrowhead Road to a point 941' south of Kruger Road during the 2020 construction season, which construction shall include the removal of the existing driving surface, existing traffic signal systems, sidewalks, curb and gutter and removal of soil, landscaping and vegetation within the street right-of-way as necessary for said work and the reconstruction of the street, sidewalks, curb and gutter, and storm sewer as necessary within the right-of-way and also includes the replacement of the traffic signal systems at the intersections of Rice Lake Road / Technology Drive and Rice Lake Road Arrowhead Road.

4. City agrees to reimburse County for costs incurred by County as follows:

a. City will reimburse County for the costs of constructing the City Project.

b. City will reimburse County for 1/3 of the cost of the traffic signal system at Rice Lake Road / Technology Drive, and shall include the cost of the components purchased by the County. The cost for the elements for a traffic signal system shall be shown in the Statement of Estimated Quantities.

c. City shall reimburse County for 1/4 of the cost of the traffic signal system

at Rice Lake Road / Arrowhead, and shall include the cost of the components purchased by the County. The cost of the elements for the traffic signal system shown in the Statement of Estimated Quantities.

5. The County shall be responsible for preparing plans and specifications necessary for the construction of all work required for the County Project and City Project. The bid package shall be subject to the approval of the City Engineer before the Project is posted for bid solicitations. The bid package shall provide that the bid prices for the bid items for the City Project will be separately determined on the bid form. Prior to the award of the Contract by the County, the County shall have secured any and all easements reasonably required to construct the Project, including the City Project.

6. The County shall perform all construction engineering, inspection, material certification & acceptance, and measurement of all items and recording of as built information for the City Project. The County shall be responsible for providing staking services for the entire Project, including the City Project, and shall perform all administration.

7. The County, shall prepare bid documents by compiling pay items from the County Project and City Project and shall award the contract for said projects to the lowest responsible bidder in accordance with the plans and specifications approved by the City. After contract letting, and prior to contract award, the County will promptly provide the City with an abstract of all bids received with copies of all bids including the costs of the City Project, and the City will promptly review the bid information. The County must obtain the concurrence of the City, in the form of an approved City Council resolution to award, prior to awarding the Contract.

8. Any field changes, changes orders, work orders or supplemental agreements related to the City Project shall be authorized by the City prior to the work occurring.
9. All costs for approved change orders, work orders and supplemental agreements related to the County Project shall be paid by the County, and those related to the City Project shall be reimbursed by the City.
10. The County shall take all actions necessary to obtain any and all applicable environmental or other permits as required by law for the prosecution of the City Project.
11. The Project will utilize a posted detour on the following City Streets: Airport Road. The Project will utilize a posted detour on the following County Roads: West Arrowhead Road, Haines Road, and Rice Lake Road.
12. 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.
 - a. For the County:
Steve Krasaway, P.E.
Public Works Department / Resident Engineer
4787 Midway Road
Duluth, MN 55811
(218) 625-3841

b. For the City:
Cindy Voigt
City Engineer
411 W 1st Street- Room 240
Duluth, MN 55802
(218) 730-5071

13. The County will submit invoices to the City concurrently with copies of the payments made to the Contractor for the costs of those elements of the Project described in Section 4 above. The City shall pay the County invoices within 35 days of receipt.

The City shall make final payment within 35 days of receipt of the final contract quantities. The County will not reduce the retainage for the City Project until approved by the City.

14. Upon completion of the Project and acceptance thereof by the City, the City shall have the following responsibilities:

a. City shall be responsible for and, as between the parties hereto, be responsible for the costs of all maintenance, operation, repair and replacement of all elements of the City Project.

b. Upon completion of Traffic Signal Systems with street lights, signing and traffic control interconnection, it shall be the City's responsibility, at its cost and expense, to: (1) maintain the luminaires and all its components, including replacement of the luminaire if necessary; (2) relamp the traffic control signal and street lights; and (3) clean and paint the traffic control signal, cabinet and luminaire mast arm extensions.

c. Install all mast arm signing subject to reimbursement thereof by

the County as provided for in Section 15.b. below.

d. To perform all other traffic signal system and street light maintenance, including locating, maintaining and keeping in repair said installation subject to reimbursement thereof by the County as provided for in Section 15.c. below.

e. Pay the cost of providing an adequate electrical power supply to the service pads, Traffic Signal Systems, street lights and traffic control interconnection.

15. Upon completion of the Project, the County shall have the following responsibilities:

a. County shall be responsible for and, as between the parties hereto, be responsible for the costs of all maintenance, operation, repair and replacement of all elements of the County Project.

b. Maintain all pole-mounted signage, providing all materials for all mast arm signing and reimbursing City for for the cost of installing all mast arm signing as referenced in Section 14.c. above.

c. To reimburse City for performing all other traffic signal system and street light maintenance, including locating, maintaining and keeping in repair said installation as provided for in Section 14.d. above.

16. 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 end of the 30 day notice period. In the event of such termination, the City shall reimburse the County for any amounts expended by the County to the Contractor for the City Project. If amounts previously paid by City to County by City exceed such costs, County will promptly reimburse City for the amount of such excess payments.

c. By any party immediately at any time if the funding provided is not sufficient to pay for the Project provided herein. In the event of such termination, the parties shall meet to determine how to conclude the Project, and the City shall reimburse the County for any amounts expended by the County to the Contractor for the City Project.

17. Each of the parties hereto hereby agrees that it shall defend, indemnify and save harmless the other party and all of their employees and agents from any and all claims, demands actions or causes of action of whatever nature or character arising out of or by reason of their negligent or intentional acts or omissions in the execution or performance of the work provided herein.

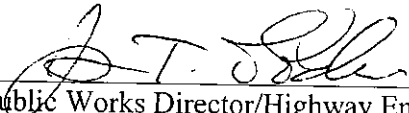
18. Any and all employees of the County, while engaged in the performance of any work or service which the County is specifically required to perform under this Agreement, shall be considered employees of the County, and not the City, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any claims made by any third parties as a consequence of any act of said employees, shall be the sole obligation of the County.

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

20. 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.

COUNTY OF ST. LOUIS

Chair of the County Board

By 
Public Works Director/Highway Engineer

Dated _____

APPROVED AS TO FORM AND EXECUTION:

County Auditor

By _____
Assistant County Attorney
Damion No.

CITY OF DULUTH

COUNTERSIGNED:

Mayor

By _____
City Clerk

(City Seal)
APPROVED AS TO FORM:

City Auditor

By _____
City Attorney