

EXHIBIT A

St. Louis County
SAP 069-612-016 (CP 0012-287571)

COOPERATIVE
AGREEMENT
BETWEEN
THE COUNTY OF ST. LOUIS
AND
THE CITY OF DULUTH
RELATED TO
THE SUPERIOR STREET RECONSTRUCTION AND LESTER RIVER BRIDGE
REHABILITATION PROJECT

Reconstruction of the roadway, bridge rehabilitation, coating of the water main on County State Aid Highway 12 (Superior Street) from the intersection of 60th Avenue East to 61st Avenue East in Duluth, St. Louis County, Minnesota.

SAP 069-612-016 (CP 0012-287571)

Prepared by the St. Louis County Highway Engineering Division

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, a municipal corporation within St. Louis County, Minnesota hereinafter referred to as the “City”.

WHEREAS the County intends to undertake the reconstruction of a portion of Superior Street / County State Aid Highway 12 and bridge rehabilitation between 60th Avenue East and 61st Avenue East during the 2019 construction season, which reconstruction shall include the removal of the existing driving surface, sidewalks, curb and gutter and removal of soil, landscaping and vegetation within the street right-of-way (hereinafter the “County Project”); and

WHEREAS, it is justified and considered mutually desirable for the City to rehabilitate a water main (hereinafter the “Utility Project”) and modify the bridge abutment in conjunction with the construction of the County Project; and

WHEREAS, the County Project and the Utility Project are hereinafter, in combination, referred to as the “Project”; and

WHEREAS, the Project has been assigned project number SAP 069-612-016(CP 0012-287571); 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 Utility Project in conformance with the terms and conditions of this Agreement.

THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD AS FOLLOWS:

1. The City shall prepare or cause to have prepared, and be responsible for the cost of preparing plans and specifications for the Utility Project, which plans and specifications will be included in the Project plans and specifications. All work to be performed for the Utility Project shall be described in and on separate plan sheets and specifications, (hereinafter referred to as the “Utility Documents”).

2. The City’s modifications to the bridge abutment to accommodate the utility project will be included in the County Project. The County shall perform all construction engineering, inspection, material certification and acceptance, and measurement of all items and recording of information for the bridge abutment modifications. The bid items and estimated quantities required for the City’s bridge abutment work will be broken out separately and included under the Utility Project funding category in the plan and bid package.

3. The County shall be responsible for preparing plans and specifications necessary for the construction of all work required for the County Project and for combining the plans and specifications for the County Project and the Utility Project into the Project plans and specifications and the bid documents. The County shall include the Utility Plans provided by City into the Project plans and specifications which shall be part of the proposed bid package for the Project. The bid package shall be subject to the approval of the City Engineer before the Project is advertised. The form of the bid package shall provide that the bid prices for the bid items for the proposed Utility Project and City’s bridge abutment work will be separately determined on the bid form.

4. As to the Utility Project, the contract shall provide that the Contractor shall be subject to the control and direction of the City Engineer and the City Engineer’s

duly-authorized representatives and the Contractor shall take direction from said representative. The City shall perform all construction engineering, inspection, material certification and acceptance, and measurement of all payment items and recording of as built information for the Utility Project. The City shall submit approved and accepted quantities to the County for payment. The County shall be responsible for all other contract administration.

5. The County, in coordination with the City as provided for in this agreement, shall perform the Project and Utility Project with the construction costs of the County Project covered by the County and the construction costs of the Utility Project and the City's bridge abutment modifications reimbursed by the City. The County shall award the contract for the Project to the lowest responsible bidder in accordance with current specifications. After contract letting, and prior to contract award, the County will promptly provide the City with an abstract of all bids received including the costs associated with the Utility Project and City's bridge abutment work. The City shall promptly review bid information. The County shall obtain written concurrence of the City prior to awarding the contract.

6. Any additional construction costs for change orders, work orders and supplemental agreements related to the County Project shall be paid by the County and those related to the Utility Project and the City's bridge abutment work shall be paid by the City.

7. Any field changes related to the Utility Project shall be authorized by the City prior to the work occurring.

8. The City shall take all actions necessary to obtaining any and all

applicable environmental or other permits as required by law for the prosecution of the Utility Project.

9. 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:

Eric Shaffer
Chief Engineer of Utilities
411 W 1st Street- Room 211
Duluth, MN 55802
(218) 730-5071

10. The County will submit invoices to the City concurrently with payments made to the Contractor for the Utility Project and the City's bridge abutment work. The City shall pay the County invoices within 35 days of receipt.

The City shall make final payment to the County within 35 days of receipt of the final contract quantities for the utility project and the City's bridge abutment work. The County will not reduce the retainage for the Utility Project until approved by the City.

11. 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 for the Utility Project and the City's bridge abutment work.
- 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 for the Utility Project and the City's bridge abutment work.

12. 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.

13. 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.

14. 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.

15. 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 _____
County Attorney
Damion No.

CITY OF DULUTH

COUNTERSIGNED:

Mayor

By _____
City Clerk

(City Seal)
APPROVED AS TO FORM:

City Auditor

By _____
City Attorney