

EXHIBIT A

St. Louis County (SP 069-070-051, CP 0000-458863)
City of Duluth (SP 118-070-004)
2023 6" Wet Reflective Edgeline Pavement Marking Project

COOPERATIVE AGREEMENT BETWEEN

COUNTY OF ST. LOUIS 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 has prepared a project for the 6" wet-reflective edgeline pavement marking of various roadways in St. Louis County including roadways in the City of Duluth be identified as "2023 6" Wet Reflective Edgeline Pavement Marking Project", St. Louis County Project Numbers SP 069-070-051, CP 0000-458863, and Duluth Project Number SP 118-070-004" (the "Project"); and

WHEREAS, Duluth has requested to participate in the Project to install markings on those portions of city streets identified on Exhibit A attached hereto and made a part hereof (the "City Project"); and

WHEREAS, St. Louis County has approved Duluth to participate in the Project; and

WHEREAS, St. Louis County and Duluth have agreed to participate in the Project costs 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, and engineer's estimate for the Project in accordance with the 2020 Edition of the Minnesota Department of Transportation "Standard Specifications for Construction."
2. Duluth has provided to St. Louis County the required locations, types and quantities of pavement markings that will be placed on Duluth's city streets as set forth on Exhibit A. St. Louis County shall incorporate said information into the plans and specification for the Project. The plans, specification and the bid documents shall provide for pricing the work on a per linear foot basis and require the contractor to separately track and document the work performed on the City Project.
3. 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. Prior to the award of the contract for the Project, the County shall receive the approval of the City's City Engineer, which approval shall not be unreasonably delayed or denied.

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. Duluth shall pay to St. Louis County a flat fee in the amount of \$500.00 for contract administration services rendered by St. Louis County to Duluth under this Agreement.
5. St. Louis County shall perform all record keeping and construction inspection for quantities associated with St. Louis County's portion of the Project in accordance with the plan and proposal.
6. Duluth shall perform all record keeping and construction inspection for quantities associated with City Project in accordance with the plan and proposal, and shall report any observed deficiencies or discrepancies to St. Louis County immediately.
7. St. Louis County's and Duluth's cost share of the mobilization and traffic control items shall be a proportion that is based upon each agency's proportional share of total Project cost.
8. St. Louis County's cost participation shall be 100 percent of St. Louis County's share of total Project cost. St. Louis County shall also be responsible for 100 percent of the cost of overrun in St. Louis County's quantities and change orders applied to St. Louis County.
9. Duluth's cost participation shall be 100 percent of Duluth's share of total Project Cost , not to exceed \$175,000. Duluth shall also be responsible for 100 percent of the cost of overrun in Duluth's quantities and change orders applied to Duluth. Duluth shall approve any change orders in writing.
10. Duluth shall pay to St. Louis County upon award of the contract 95 percent of the estimated cost of the City Project based the contractor's bid plus the fee provided for in Paragraph 4 above, within 35 days of receipt of an invoice from St. Louis County.
11. Upon completion of the Project, Duluth shall pay to St. Louis County the remaining balance 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 costs of the City Project and administrative costs, they will be returned to Duluth without interest. All amounts to be paid to County pursuant to this agreement shall be payable from Fund PI 2022-2046.
12. 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.

13. 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.
14. 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 other, and its officers and employees, against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the other, or its 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.
15. 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.
16. 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.
17. 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 St. Louis County:

Victor Lund, PE, PTOE (or successor)
Traffic Engineer
St. Louis County Public Works Department
4787 Midway Road
Duluth, MN 55811
Phone: 218-625-3873
lundv@stlouiscountymn.gov

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b. For Duluth:

Cindy Voigt, PE (or successor)
City Engineer
City of Duluth
411 West First Street, Room 240
Duluth, MN 55802
Phone: 218-730-5200
cvoigt@DuluthMN.gov

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CITY OF DULUTH

COUNTY OF ST. LOUIS

Mayor

County Board Chair

City Clerk

County Auditor

City Engineer

County Highway Engineer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Assistant County Attorney

Contract No. _____