

COOPERATIVE
AGREEMENT
BETWEEN
THE COUNTY OF ST. LOUIS
AND
THE CITY OF DULUTH
RELATED TO
KENWOOD/ARROWHEAD AND WEST CLEVELAND STREET
AND SIGNAL PROJECT

Design and construction of improvements to the intersection of Howard Gnesen Road, Kenwood Avenue and Arrowhead Road including traffic signal and pedestrian improvements.

SP _____ (CP _____)

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, City and County have determined to make certain improvements to the intersection of Howard Gnesen Road, Kenwood Avenue and Arrowhead Road and at Cleveland Street including a new traffic signal with flashing yellow arrow left-turns, video detection, emergency vehicle preemption and accessible pedestrian signals, handicapped accessible curb ramps, and roadway modifications including a new pavement marking layout to allow dedicated left-turn lanes on all legs of the intersection and other improvements as generally, graphically shown on Exhibit A attached hereto and made a part hereof (the “Project”); and

WHEREAS, the easterly, southerly and westerly legs of the intersection are the responsibility of City; and

WHEREAS, the northerly leg of the intersection, County State Aid Highway No. 34, also referred to as Kenwood Avenue/Howard Gnesen Road, is the responsibility of County; and

WHEREAS, the parties have agreed that City will cause the Project to be designed and constructed in accordance with plans prepared by City and approved by the County Engineer, and County will agree to pay to City the sum of Seventy-five Thousand Dollars (\$75,000) as its fair share of the costs as hereinafter provided for below.

THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD AS FOLLOWS:

1. City has contracted for the services of the firm of SRF Consulting Group, Inc. (“SRF”) to design and oversee construction of the Project. County hereby approves of SRF to design the Project, subject to the right of the County Engineer to review and approve the Project

construction plans and specifications (the "Plans") as they affect the intersection. City shall require that the Plans correspond substantially with Exhibit A, and any material deviation therefrom shall be subject to the approval of the County Engineer, which approval shall not be unreasonably withheld.

2. Upon completion of the Plans, City will submit the Plans to the County Engineer for the County Engineer's review and approval. The County Engineer shall within Ten (10) days of transmission of the Plans from the City approve the Plans or shall furnish to the City Engineer a written list of any objections to the Plans or requests for modification thereof. If requested by the County Engineer and if the Plans have deviated materially from Exhibit A, the City Engineer will request modification of the Plans to conform to Exhibit A. The County Engineer may request any other changes to the Plans the County Engineer deems desirable, and the City Engineer will negotiate in good faith any such requested modifications; provided however, that any requested changes which do not conform to Exhibit A and which increase the cost of the Project will be payable by County unless otherwise agreed by the City Engineer.

3. Upon completion of the review process set forth in Paragraph 2 above, City will bid out the construction of the Project in accordance with its standard competitive bidding process and will award the contract for the construction of the Project in accordance therewith.

4. Upon award of the construction contract for the Project, City may invoice County for the agreed-upon County share of the costs of constructing the Project, which amount is agreed to be Seventy-five Thousand Dollars (\$75,000). County agrees to pay said sum to City within Thirty (30) days of being invoiced therefor by City. The St. Louis County project number is CP 0034-278317.

5. City agrees to prosecute the completion of the Project in a diligent manner and to

use its best efforts to complete the construction of the Project by December 31, 2016.

6. 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 Project.

7. 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.

8. 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.

9. 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.

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. 2016-10112

CITY OF DULUTH

COUNTERSIGNED:

Mayor

By _____
City Clerk

(City Seal)
APPROVED AS TO FORM:

City Auditor

By _____
City Attorney