



# 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

July 16, 2024

City of Duluth  
Attn: Cari Pedersen  
411 W. 1<sup>st</sup> St., Room 240  
Duluth, MN 55802  
[cpedersen@duluthmn.gov](mailto:cpedersen@duluthmn.gov)

Re: Cooperative Agreement for 2025 Chip Seal  
CP 0000-727546

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](mailto:clarkc2@stlouiscountymn.gov), or at the following address for further processing:

St. Louis County Public Works  
Attn: Christine Clark  
4787 Midway Rd.  
Duluth, MN 55811

Once fully executed, a copy will be returned to you.

Sincerely,

Christine Clark  
Contract Administration Manager

Enclosure(s)

c: File

**COOPERATIVE AGREEMENT  
BETWEEN**

**ST. LOUIS COUNTY  
AND THE  
CITY OF DULUTH**

**THIS AGREEMENT** is made and entered into between the CITY OF DULUTH, a duly organized City within the County of St. Louis within the State of Minnesota, hereinafter referred to as “City of Duluth”, and the COUNTY OF ST. LOUIS, a duly organized county within the State of Minnesota, hereafter referred to as “St. Louis County”.

**WITNESSETH:**

**WHEREAS**, St. Louis County intends to undertake a Chip Seal and Fog Seal project on various paved roads (CP 0000-727546), 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 0000-877972), hereinafter referred to as the “City Project”; and

**WHEREAS**, the County Project and City 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 Project as provided for below, intended for letting and construction as a single, unitary construction project in 2025 (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.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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 Project and submit them to St. Louis County.
3. St. Louis County shall combine the plans and specifications from the County

Project and City Project to create a bid package, from which the costs for the City Project will be determined by the bid prices in accordance with the terms of the proposal.

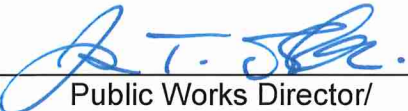
4. St. Louis County and City of Duluth shall perform, by contract, the construction work provided for in the Plan, with the construction costs of the County Project covered by the County and the construction costs of the City Project covered by the City of Duluth. St. Louis County shall award the contract for said projects to the lowest responsible bidder in accordance with current specifications. 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 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.
6. 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 Project.
7. 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 Project shall be allocated to and paid for by City of Duluth.
8. City of Duluth will pay St. Louis County \$750 for administration of the Project.
9. St. Louis County shall take all actions necessary to prepare the County Project for construction, including, but not limited to obtaining any and all applicable environmental permits as required by law, temporary storage sites, temporary or permanent easements, and site restoration at its cost and expense.
10. City of Duluth shall take all actions necessary to prepare the City Project for construction, including, but not limited to obtaining any and all applicable environmental permits as required by law, temporary storage sites, temporary or permanent easements, and site restoration at its cost and expense.
11. 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.
12. City of Duluth will pay to St. Louis County, within thirty (30) days after award of Contract, an amount equal to ninety-five percent (95%) of the estimated cost of City of Duluth's portion of the chip sealing and fog sealing Contract, based on the contract unit prices as contained in the successful Contractor's bidding documents.
  13. City of Duluth shall make final payment to St. Louis County after final acceptance of its portion of the roadway chip sealing and fog sealing on the project. Payment will be due within thirty (30) days of receipt of a valid statement of final Contract quantities for City of Duluth's cost for chip sealing and fog sealing as described herein. If any funds are received by St. Louis County in excess of the project costs, they will be returned to City of Duluth without interest.
  14. 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.
  15. 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.
  16. 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.
  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.

<b>St. Louis County:</b>	<b>City of Duluth:</b>
Steve Krasaway, P.E.	Cari Pedersen
Public Works / Resident Engineer	Chief Engineer of Transportation
4787 Midway Rd.	411 W. 1 <sup>st</sup> Street, Room 240
Duluth, MN 55711	Duluth, MN 55802
(218) 625-3841	(218) 730-5104
<a href="mailto:krasaways@stlouiscountymn.gov">krasaways@stlouiscountymn.gov</a>	<a href="mailto:cpedersen@duluthmn.gov">cpedersen@duluthmn.gov</a>

18. 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.
19. 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.
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.
21. 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 the end of the 30-day notice period. In the event of such termination, the County and City shall be entitled to pro-rata payment for work and services performed up to the effective date of such termination.

**COUNTY OF ST. LOUIS**

By:   
Public Works Director/  
Highway Engineer

Date: 7/15/24

APPROVED AS TO FORM AND  
EXECUTION:

By: \_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_

Saint Louis County Contract Number:  
\_\_\_\_\_

**CITY OF DULUTH**

COUNTERSIGNED:

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Auditor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_