

EXHIBIT A

St. Louis County
City of Duluth
City of Hermantown
County Project No. CP 0091-342006
Duluth City Project No. 1647
Hermantown City Project No. SAP 202-106-002

COOPERATIVE AGREEMENT
BETWEEN
THE COUNTY OF ST. LOUIS
AND
THE CITY OF DULUTH
AND
THE CITY OF HERMANTOWN
TO

Revise the traffic signal and complete other pedestrian improvements at the intersection of CSAH 91 (Haines Road) and MSAS 178 (Mall Drive)/MSAS 106 (Market Street) in the City of Duluth and City of Hermantown, St. Louis County, Minnesota.

THIS AGREEMENT, hereinafter referred to as the “Agreement”, is between the CITY OF DULUTH, a duly organized city within the State of Minnesota, hereinafter referred to as “Duluth”, the CITY OF HERMANTOWN, a duly organized city within the State of Minnesota, hereinafter referred to as “Hermantown”, and the COUNTY OF ST. LOUIS, a duly organized county within the State of Minnesota, hereinafter referred to as “St. Louis County”.

WITNESSETH:

WHEREAS, Duluth, Hermantown and St. Louis County determined it is justified and mutually desirable to revise the traffic signal and complete other pedestrian improvements at the intersection of CSAH 91 (Haines Road) and MSAS 178 (Mall Drive)/MSAS 106 (Market Street); and

WHEREAS, the work to revise the traffic signal shall be identified as the “Traffic Signal Revision Project”, further identified as CP 0091-342006; and

WHEREAS, the work to complete other pedestrian improvements shall be identified as the “Pedestrian Improvement Project”, further identified as SAP 202-106-002; and

WHEREAS, Minnesota Statute 162.17, Subd. 1, provides for an agreement for the division of costs and responsibilities to be borne by Duluth, Hermantown and St. Louis County; and

WHEREAS, Duluth, Hermantown and St. Louis County have agreed to participate in the costs to revise said traffic signal and complete other pedestrian improvements as hereinafter set forth.

THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD, with regard to the aforementioned project that the parties hereby agree to the following:

1. St. Louis County shall prepare the plan, specifications, proposal and engineer’s estimate for the Traffic Signal Revision Project, which shall constitute “St. Louis County Preliminary Engineering”, in accordance with the 2016 Edition of the Minnesota Department of Transportation Standard Specifications for Construction. The cost of St. Louis County Preliminary Engineering will be 100 percent the responsibility of St. Louis County. St. Louis County shall consult with and receive approval from Duluth and Hermantown for the scope of the Traffic Signal Revision Project. Approval shall be constituted by Duluth and Hermantown signing the plan.

2. Hermantown shall prepare the plan, specifications, proposal and engineer's estimate for the Pedestrian Improvement Project, which shall constitute "Hermantown Preliminary Engineering", in accordance with the 2016 Edition of the Minnesota Department of Transportation Standard Specifications for Construction. The cost of Hermantown Preliminary Engineering will be 100 percent the responsibility of Hermantown. The scope of the Pedestrian Improvement Project shall conform substantially to Exhibit A. Hermantown shall consult with and receive approval from Duluth and St. Louis County for the scope of the Pedestrian Improvement Project. Approval shall be constituted by Duluth and St. Louis County signing the plan.
3. The contract cost of the work for the Traffic Signal Revision Project shall constitute the "Traffic Signal Revision Project Construction Cost" and shall be shared as 25 percent for Duluth, 25 percent for Hermantown and 50 percent for St. Louis County. Duluth's and Hermantown's total cost participation of the Traffic Signal Revision Project Construction Cost shall be capped at \$30,000 each. St. Louis County shall be responsible for all associated costs in excess of either Hermantown's or Duluth's cap.
4. The contract cost of the work for the Pedestrian Improvement Project shall constitute the "Pedestrian Improvement Project Construction Cost" and shall be shared in accordance with Exhibit A. Duluth's cost participation of the Pedestrian Improvement Project shall be capped at \$10,000. St. Louis County shall be responsible for all associated costs in excess of Duluth's cap.
5. St. Louis County, acting through the St. Louis County Highway Engineer, shall prepare the Traffic Signal Revision Project for bidding and shall award the construction contract for said project to the lowest responsible bidder in accordance with the current Minnesota Statutes at its cost and expense.
6. Hermantown, acting through the City Engineer, shall prepare the Pedestrian Improvement Project for bidding and shall award the construction contract for said project to the lowest responsible bidder in accordance with the current Minnesota Statutes at its cost and expense.
7. St. Louis County shall cause the Traffic Signal Revision Project to be constructed in accordance with the approved plans and specifications for the Project and shall perform all contract administration for the Traffic Signal Revision Project, and shall administer the terms of the construction contract from award to the certification of final payment, at its cost and expense.

8. Hermantown shall cause the Pedestrian Improvements Project to be constructed in accordance with the approved plans and specifications for the Project and shall perform all contract administration for the Pedestrian Improvement Project, and shall administer the terms of the construction contract from award to the certification of final payment, at its cost and expense.
9. St. Louis County shall perform all record keeping and construction inspection for the Traffic Signal Revision Project in accordance with the plan, at its cost and expense.
10. Hermantown shall perform all record keeping and construction inspection for the Pedestrian Improvement Project in accordance with the plan, at its cost and expense.
11. Duluth and Hermantown may conduct periodic on-site inspections during construction for the Traffic Signal Revision Project, review materials and construction techniques being used in the work, and report any deficiencies to St. Louis County immediately.
12. Duluth and St. Louis County may conduct periodic on-site inspections during construction for the Pedestrian Improvement Project, review materials and construction techniques being used in the work, and report any deficiencies to Hermantown immediately.
13. Duluth and Hermantown shall pay to St. Louis County, within 30 days of certification of final payment, 100 percent of their respective actual obligation for the Traffic Signal Revision Project Construction Cost based on the construction contract unit prices as contained in the successful Contractor's bidding documents, except as modified in Paragraph 3
14. Duluth and St. Louis County shall pay to Hermantown, within 30 days of certification of final payment, 100 percent of their respective actual obligation for the Pedestrian Improvement Project Construction Cost based on the construction contract unit prices as contained in the successful Contractor's bidding documents, except as modified in Paragraph 4.
15. St. Louis County shall require all Contractors and Subcontractors performing the work for the Traffic Signal Revision Project to name Duluth and Hermantown as insured parties in the amounts listed in the insurance requirements contained in the construction contract.

16. Hermantown shall require all Contractors and Subcontractors performing the work for the Pedestrian Improvement Project to name Duluth and St. Louis County as insured parties in the amounts listed in the insurance requirements contained in the construction contract.
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 Duluth:
Cindy Voigt (or her successor)
City Engineer
411 West 1st Street
Duluth, MN 55802
Phone: 218-730-5200
 - b. For Hermantown:
John Mulder (or his successor)
City Administrator
5105 Maple Grove Road
Hermantown, MN 55811
Phone: 218-729-3600
 - c. For St. Louis County:
James T. Foldesi, P.E. (or his successor)
Highway Engineer/Public Works Director
4787 Midway Road
Hermantown, MN 55811
Phone: 218-625-3830
18. 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.

19. 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 others, their officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the others, their officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.
20. 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 Hermantown or 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.
21. Any and all employees of Hermantown, while engaged in the performance of any work or service which Hermantown is specifically required to perform under this Agreement, shall be considered employees of Hermantown only and not of Duluth or 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 Hermantown.
22. 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 or Hermantown. 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.

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CITY OF DULUTH

By _____
Mayor

By _____
City Administrator

Approved as to form:

By _____
City Attorney

CITY OF HERMANTOWN

By _____
Mayor

By _____
City Administrator

Approved as to form:

By _____
City Attorney

COUNTY OF ST. LOUIS

By _____
County Board Chair

By _____
County Auditor

By _____
Public Works Director/Highway Engineer

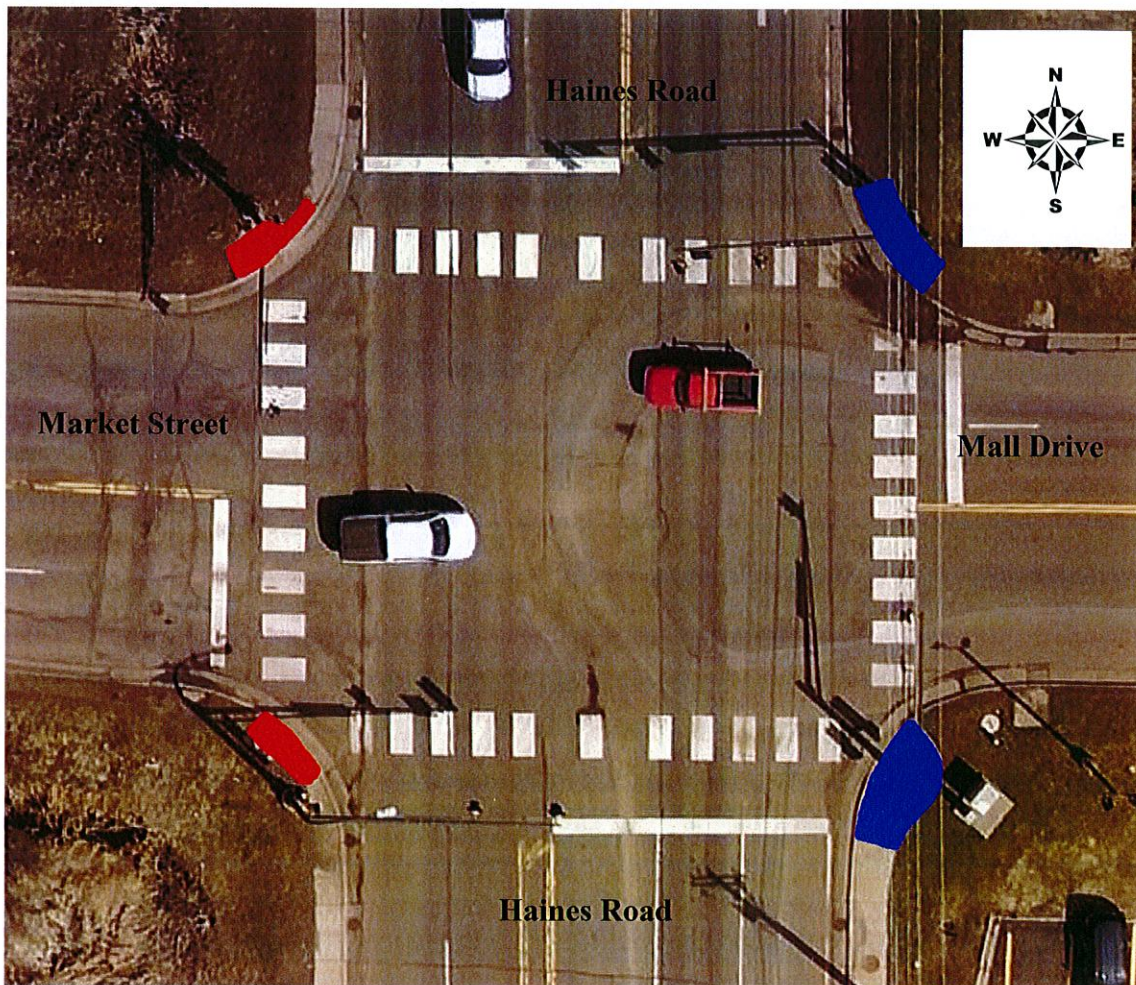
Approved as to form and execution:

By _____
Assistant County Attorney

Damion No. 2017-11086

Exhibit A

Pedestrian Ramp Improvements



Red Area

Scope:

Reconstruct the pedestrian ramps to ensure ADA compliance.

Cost Sharing: 100 percent Hermantown

Blue Area

Scope:

Remove the pedestrian ramp in the northeast quadrant. Reconstruct the pedestrian ramp in the southeast quadrant to ensure ADA compliance.

Cost Sharing:

50 percent Duluth and 50 percent St. Louis County