

# EXHIBIT A

St. Louis County & City of Duluth Glenwood / Snively / Woodland Area 2022 Projects

COOPERATIVE  
AGREEMENT  
BETWEEN  
THE COUNTY OF ST. LOUIS  
AND  
THE CITY OF DULUTH  
RELATED TO  
CONSTRUCTION OF GLENWOOD STREET, SNIVELY ROAD, WOODLAND  
AVENUE, AND ARROWHEAD ROAD

Construction of a roundabout at the intersection of CSAH 37 (Snively Road) and Glenwood Street, mill and overlay of CSAH 9 (Woodland Avenue) including traffic signal system replacement at the intersections of CSAH 9 (Woodland Avenue) / Arrowhead Road and CSAH 9 (Woodland Avenue) / Snively Road / Hardy Street, mill and overlay of CSAH 37 (Snively Road) between CSAH 9 (Woodland Avenue) and Glenwood Street, and mill and overlay of Arrowhead Road between Dodge Avenue and CSAH 9 (Woodland Avenue) in Duluth, St. Louis County, Minnesota.

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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 the “County”, and the CITY OF DULUTH, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as the “City”.

WHEREAS, the County intends to undertake the resurfacing and widening of a portion of County State Aid Highway 9 (Woodland Avenue) from the intersection of Arrowhead Road to approximately 500’ north of its intersection with Snively Road (CSAH 37) during the 2022 construction season with project number CP 0009-382898 / SP 069-609-047, which construction shall include reconstruction of bituminous pavement, storm sewer, curb and gutter and sidewalks, traffic control signal systems, street lighting systems, and landscaping and vegetation (which plans and specifications are collectively hereinafter the “Woodland Avenue Project”); and

WHEREAS, the County intends to undertake the resurfacing of a portion of County State Aid Highway 37 (Snively Road) from its intersection of CSAH 9 (Woodland Avenue) to its intersection with Glenwood Street during the 2022 construction season with project number CP 0037-466143 / SP 069-637-026, which construction shall include mill/overlay of bituminous pavement, curb and gutter, sidewalks, and landscaping and vegetation, (which plans and specifications are collectively hereinafter the “Snively Road Project”); and

WHEREAS, the City intends to undertake the construction of a portion of West Arrowhead Road from its intersection with Dodge Avenue to its intersection with CSAH 9 (Woodland Avenue) during the 2022 construction season with project number CP

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0000-464162 / SP 118-160-024, which construction shall include mill/overlay of bituminous pavement, curb and gutter, sidewalks, traffic signal upgrades, and landscaping and vegetation, (which plans and specifications are collectively hereinafter the “Arrowhead Road Project”); and

WHEREAS, the County, in conjunction with the City, intends to undertake the construction of a roundabout at the intersection of CSAH 37 (Snively Road/Jean Duluth Road) and Glenwood Street during the 2022 construction season with project number CP 0037-382899 / SP 069-637-025 / SP 118-163-004 / SP 118-162-016/City Project 1712, which construction shall include road reconstruction and street lighting, (which plans and specifications are collectively hereinafter the “Glenwood Snively Roundabout Project”); and

WHEREAS, City has agreed to contribute to the cost of certain elements of the projects as hereinafter described; and

WHEREAS, the Woodland Avenue Project, Snively Road Project, Arrowhead Road Project, Glenwood Snively Roundabout Project are hereinafter, in combination, referred to as the “Project”; 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 Project in conformance with the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD AS FOLLOWS:

1. The County shall prepare the project memorandum, plans, specifications, proposal and engineer’s estimate, at its cost and expense, for the Woodland Avenue Project

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and Snively Road project.

2. The County shall prepare the project memorandum, plans, specifications, proposal and engineer's estimate, through the services of an engineering consultant, for the Arrowhead Road Project. The City shall reimburse the County for the cost of the engineering consultant services for the design of the Arrowhead Road Project as per the proposal from WSB & Associates, Inc. for the final design dated February 23, 2021. The City Engineer will be responsible for reviewing and approving the project memorandum, plans, specifications, proposal and engineer's estimate, prepared by the engineering consultant.
3. The County shall prepare the project memorandum, plans, specifications, proposal and engineer's estimate, through the services of an engineering consultant, for the Glenwood-Snively Roundabout Project. The County and City will share in the cost of the engineering consultant services as detailed in the previously executed separate agreement, city contract number 23738.
4. The County shall secure all permits and easements required for the Snively Road Project, Woodland Avenue Project, and Glenwood-Snively Roundabout Project at its cost and expense. The City shall reimburse the County for appraisal costs and acquisition of those easements accepted by City pursuant to City Resolution nos. 21-0441, 21-0442, and 21-0443 as provided for in Paragraph 9 of this Agreement. The City shall secure all permits and easements required for the Arrowhead Road Project at its cost and expense.
5. The Project will be comprised of two plan sets. The Glenwood Snively

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Roundabout Project will be one plan set. The City shall prepare and separately pay for the cost of the plans for the watermain relocation work within the Project area required for the Project, thru the use of its consultant engineer, LHB, which plans will be included in the plan set for the Glenwood Snively Roundabout Project. The Woodland Avenue Project, Snively Road Project, and Arrowhead Road Project will be one plan set. All work to be performed for the individual projects shall be described and totaled separately in the Statement of Estimated Quantities.

6. The elements of the design and supervision of construction of the Woodland Avenue Project and Snively Road Project shall be performed by the County at no cost to the City. The elements of the supervision of construction of the Arrowhead Road Project shall be performed by the City at no cost to the County. The elements of the design and supervision of construction of the Glenwood Snively Roundabout Project shall be performed by the County. The equal cost of said work shall be paid equally by the City and County subject to the provisions of Paragraph 9 below.
7. The Contract shall provide that, in addition to being subject to the control and direction of the County Engineer and the County's duly-authorized representative, the Contractor shall also 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. In the event the County or City representative determines that any of the work deviates from the Project plans and specifications, the County or City representative shall immediately bring such deviation to the attention of their counterpart representative from the City or County and the Contractor and demand that the non-conforming work be corrected. In the

event that the County representative and the City representative shall disagree as to the conformity or non-conformity of the subject work, the subject work shall be stopped until the dispute is resolved and if the County representative and the City representative cannot agree on a resolution of the dispute they shall bring the dispute to the County Highway Engineer and the City Engineer who shall resolve the dispute as expeditiously as possible. Thereafter corrective work, if needed shall proceed in accordance with the resolution.

8. Construction Engineering

- a. The County shall perform all construction engineering including staking, inspection, material testing and certification, and recording of as-built information, at its cost and expense, for the Woodland Avenue Project and the Snively Road Project.
- b. The City shall perform all construction engineering including, inspection, and recording of as-built information, at its cost and expense, for the Arrowhead Road Project. The County shall perform all material testing and certification for the Arrowhead Road Project. The City shall provide the quantities for use in the payment estimates to be generated by the County. The City shall reimburse the County for this work as noted in this Agreement.
- c. The County shall perform all construction engineering including staking, inspection, and recording of as-built information for the Glenwood-Snively Roundabout Project. The City will assist the County in the performance of this work. Each party shall bear its own costs in performing this work. The County will take responsibility for construction staking and all administrative

tasks to comply with State Aid and Federal Aid requirements, including generation of payment estimates. The County shall perform all material testing and certification for the Glenwood-Snively Roundabout Project. The City shall reimburse the County for its share of this work as noted in Section 9 of this Agreement.

9. City agrees to reimburse County for costs incurred by County for performing the various elements of the work performed by it under this Agreement up to the following amounts for each such element as follows, provided that the total amount of reimbursement paid to County hereunder shall not exceed \$2,373,806:
  - a. The City shall reimburse the County up to \$4,555.00 for property appraisal costs on the Glenwood Snively Roundabout Project.
  - b. The City shall reimburse the County up to \$51,575.00 for temporary and permanent easements including tree damage payments, acquired by the County on behalf of the City for the Glenwood-Snively Roundabout Project and accepted by City as described in Section 4 above.
  - c. The City shall reimburse the County 50 percent of the costs required for Minnesota Power to relocate their facilities on the Glenwood-Snively Roundabout Project which is estimated at \$70,000 total, of which the City of Duluth would be responsible for up to \$35,000.
  - d. The City will reimburse County for the costs of constructing the Arrowhead Road Project up to \$1,240,000.
  - e. The City shall reimburse the County 50 percent of the cost of the traffic

control signal system at the intersection of Woodland Avenue and West Arrowhead Road. The City shall reimburse the County 25 percent of the cost of the traffic control signal system at the intersection of Woodland Avenue and Snively Road up to \$90,000.

- f. The City shall reimburse the County 50 percent of the construction costs of the Glenwood-Snively Roundabout Project. The City shall be responsible for 100 percent of the costs of relocation of City owned utilities required for the construction of the roundabout. These utility relocations may be completed independently or be included in the Glenwood-Snively Roundabout Project plan. The City's total reimbursement obligation under this subparagraph shall not exceed \$973,788.
  - g. The City shall reimburse the County for the actual costs of engineering consultant services for the Arrowhead Road Project, and any additional costs approved by the City, on the Arrowhead Road Project not to exceed \$88,888.
  - h. The City shall reimburse County \$5,000 for all aggregate and bituminous testing on the Arrowhead Road Project.
  - i. The City shall reimburse the County for the actual costs, capped at \$10,000.00, for concrete testing for the Arrowhead Road Project.
  - j. The City shall reimburse the County for the actual costs, capped at \$15,000.00, for half of the concrete testing for the Glenwood-Snively Roundabout Project.
10. The bid package for the entire Project shall be subject to the approval of the City



Engineer before the Project is posted for bid solicitations.

11. The County shall prepare bid documents by compiling pay items from the various elements of the project and shall award the contract for the Projects to the lowest responsible bidder in accordance with the plans and specifications approved by the City. After contract letting, and prior to contract award, the County will promptly provide the City with an abstract of all bids received with copies of all bids and the City will promptly review the bid information. The County must obtain the concurrence of the City, in the form of a City Council resolution approving the award, prior to awarding the Contract. The City Engineer will use their best efforts to secure such approval within 30 days of bid opening.
12. Any field changes or change orders related to the Arrowhead Road Project or the other projects requiring the city to participate in the sharing of cost shall be approved in writing by the City Engineer prior to the work occurring up to the limits of the City Engineer's authority. Any field changes or change order in excess of that amount shall be approved by the City Council by resolution prior to the work occurring.
13. All costs for approved change orders, work orders and supplemental agreements related to the County projects shall be paid by the County, and those related to the City Projects shall be reimbursed by the City.
14. The County shall take all actions necessary to obtain any and all applicable environmental or other permits as required by law for the prosecution of the Woodland Avenue Project, Snively Road Project, and Glenwood Snively

Roundabout Project.

15. The City shall take all actions necessary to obtain any and all applicable environmental or other permits as required by law for the prosecution of the Arrowhead Road Project.
16. 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:

Cindy Voigt

City Engineer

411 W 1<sup>st</sup> Street- Room 240

Duluth, MN 55802

(218) 730-5071

17. The County will submit invoices to the City concurrently with copies of the payments made to the Contractor. The City shall pay the County invoices within 35 days of receipt.
18. The City shall make final payment within 35 days of receipt of the final contract

quantities.

19. City Maintenance Responsibilities to be Completed at the Cost and Expense of the City:

- a. Maintenance of all roadway improvements including sidewalks on West Arrowhead Road, Hardy Street and Glenwood Street west of the Roundabout and the West Glenwood Street 1/4<sup>th</sup> of the Roundabout, located within the City right-of-way; “maintenance” to include “chip sealing” sidewalk repair and snow removal.
- b. Traffic control signal systems located at the intersections of Woodland Avenue and West Arrowhead Road, and Woodland Avenue and Snively Road and interconnect cable: Power supply, signal indications, and luminaires.
- c. Roadway lighting system located at the Glenwood-Snively roundabout: Power supply, luminaires and locating of underground lighting system components.
- d. Signal timing.

20. County Maintenance Responsibilities to be Completed at the Cost and Expense of the County:

- a. Maintenance of all roadway improvements including sidewalks on Woodland Avenue, Snively Road, Jean Duluth Road and that portion of Glenwood Avenue east of the Roundabout and within the project area as shown on the plans and that portion of the Roundabout not included in the City’s maintenance obligation set forth in Section 19 a. above;

“maintenance’ to include “chip sealing” sidewalk repair and snow removal.

- b. Traffic control signal systems located at the intersections of Woodland Avenue and Arrowhead Road, and Woodland Avenue and Snively Road and interconnect cable: Pole and mast arm mounted signing, locating and all other maintenance required to keep said signal systems in good repair. The County may elect to request the City to complete the County’s maintenance responsibilities on a reimbursable basis to the City.
- c. Roadway lighting system located at the Glenwood-Snively roundabout: Replacement of light poles and all other maintenance required to keep said lighting system in good repair. The County may elect to request the City to complete the County’s maintenance responsibilities on a reimbursable basis to the City.
- d. Locating of underground signal system components. The County may elect to request the City to complete the County’s responsibilities on a reimbursable basis to the City.

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 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 to the Contractor for the City projects. If

amounts previously paid by City to County by City exceed such costs, County will promptly reimburse City for the amount of such excess payments.

- 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 to the Contractor for the City projects.

22. 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.

23. 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.

24. 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.

25. 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 \_\_\_\_\_  
Assistant County Attorney

Damion No.

CITY OF DULUTH

COUNTERSIGNED:

\_\_\_\_\_  
Mayor

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

(City Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Auditor

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