

St. Louis County, City of Duluth and City of Hermantown
Traffic Signal Painting – Intersection of Haines Road (CSAH 91) and Anderson Road
SP 069-691-033, CP 0091-401108

**COOPERATIVE AGREEMENT
BETWEEN**

**COUNTY OF ST. LOUIS,
CITY OF DULUTH
AND
CITY OF HERMANTOWN**

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

WITNESSETH:

WHEREAS, St. Louis County has prepared a project, SP 069-691-033, CP 0091-401108, to resurface Haines Road (CSAH 91) beginning at Morris Thomas Road (CSAH 56) and ending at Airport Road; and

WHEREAS, this project includes revising traffic signal systems at Piedmont Avenue (CSAH 54)/Hermantown Road, Anderson Road and Mall Drive/Market Street; and

WHEREAS, the traffic signal system at Anderson Road is in need of repainting in coordination with the traffic signal systems revisions to maintain the painted finish which hereafter will be referred to as the “Project”; and

WHEREAS, Duluth and Hermantown are each responsible at 50 percent of the cost of the Project; and

WHEREAS, St. Louis County, Duluth and Hermantown 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, proposal and engineer’s estimate for said Project in accordance with the 2020 Edition of the Minnesota Department of Transportation “Standard Specifications for Construction”.
2. 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 Duluth city engineer and Hermantown city engineer shall have reviewed and approved in writing the apparent low bidder proposal.

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3. 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.
4. St. Louis County shall perform all record keeping and construction inspection for the Project in accordance with the plan and proposal.
5. Duluth's cost participation shall be 50 percent of the PAINT SIGNAL SYSTEM item as provided in the plan and proposal at the contract unit prices. Exhibit A includes a breakdown of the estimated cost participation for Duluth.
6. Hermantown's cost participation shall be 50 percent of the PAINT SIGNAL SYSTEM item as provided in the plan and proposal at the contract unit prices. Exhibit A includes a breakdown of the estimated cost participation for Hermantown.
7. Upon completion of the Project, Duluth and Hermantown shall pay to St. Louis County their total cost obligation within 35 days of receipt of an invoice from St. Louis County.
8. St. Louis County shall require all contractors and subcontractors performing work for said Project to name Duluth and Hermantown as an insured party in the amounts listed in the insurance requirements contained in the contract.
9. 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.
10. 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 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.
11. 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.

12. 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 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 Duluth.
13. 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 St. Louis County or 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 Hermantown.
14. This Agreement terminates the 2021 Traffic Signal Painting Project, CP 0000-599792 agreement between St. Louis County and the City of Hermantown.
15. 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 (or successor)
Traffic Engineer
St. Louis County Public Works Department
4787 Midway Road
Duluth, MN 55811
Phone: 218-625-3873
lundv@stlouiscountymn.gov
 - b. For Duluth:

Duncan Schwensohn, PE (or successor)
Traffic Engineer
City of Duluth
411 West 1st Street
Duluth, MN 55802
Phone: 218-730-5200
dschwensohn@duluthmn.gov

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Traffic Signal Painting – Intersection of Haines Road (CSAH 91) and Anderson Road
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c. For Hermantown:

John Mulder (or successor)
City Administrator
City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811
Phone: 218-729-3600
jmulder@hermantownmn.com

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SP 069-691-033, CP 0091-401108

CITY OF DULUTH

COUNTY OF ST. LOUIS

Mayor

County Board Chair

City Clerk

County Auditor

APPROVED AS TO FORM

Public Works Director/Highway Engineer

City Attorney

APPROVED AS TO FORM

CITY OF HERMANTOWN

Assistant County Attorney

Mayor

Contract No. _____

City Clerk

APPROVED AS TO FORM

City Attorney

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Exhibit A

**City of Duluth and City of Hermantown
Estimated Cost Share of Painting the Traffic Signal System at the Intersection of
Haines Road (CSAH 91) and Anderson Road**

Intersection Description	Cost Share	Estimated Unit Price	Estimated Cost
City of Duluth	50%	\$20,000	\$10,000
City of Hermantown	50%	\$20,000	\$10,000
Total			\$20,000