

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF SAINT PAUL FOR
Construction of Traffic Signal Interconnect Systems on Energy Park Drive (County
State Aid Highway 32) between West Bandana Boulevard and Lexington Parkway;
Cleveland Avenue (County State Aid Highway 46) between Summit Avenue and
Saint Clair Avenue and between Randolph Avenue and Highland Parkway; and on
Selby Ave (County State Aid Highway 35) between Lexington Parkway and Dale
Street
S.A.P 164-030-021 and S.A.P. 062-030-028**

Total Project Cost: \$ 636,812.50
City of St Paul Cost: \$ 33,147.32
Ramsey Cost: \$ 603,665.18

Attachments:
A – Engineer’s Estimate

This Agreement is between the City of Saint Paul, a municipal corporation ("City") and Ramsey County, a political subdivision of the State of Minnesota, ("County") for the construction of traffic signal interconnect systems on Energy Park Drive, Cleveland Avenue, and Selby Avenue. ("Project").

RECITALS

1. The Project is identified in Ramsey County’s 2021 – 2025 Transportation Improvement Program.
2. Energy Park Drive, Cleveland Avenue and Selby Avenue, in the area affected by construction, are designated County State Aid Highways (CSAH 32, 46, and 25; respectively).
3. The Project has been designated by the Minnesota Department of Transportation (Mn/DOT) as eligible for County State Aid Highway funds.
4. The Project has been designated as State Aid Project (S.A.P.) 062-030-028 and 164-030-021.
5. The subject road segments are located within the City.
6. This project was selected for funding through the Ramsey County municipally led program. The project includes installation of infrastructure that will integrate with the St. Paul advanced traffic management system allowing the city to remotely monitor and modify the operation of county traffic signals within St. Paul. Three roadways are included in this project including Energy Park Drive, Cleveland Ave, and Selby Ave.

AGREEMENTS

1. Responsibility for Design and Construction Engineering
 - 1.1. The City will provide all necessary plans, specifications, or proposals in accordance with Mn/DOT State Aid requirements, required for the design and construction of the projects at the locations of Energy Park Drive, Cleveland Ave, and Selby Ave.
2. Responsibility for the Right of Way Plan and Acquisition
 - 2.1. There is no right of way being acquired for this project.
3. Responsibility for Construction
 - 3.1. The City will provide all engineering, labor, materials, and equipment necessary to fully complete the projects stated in Exhibit A.
4. Project Costs
 - 4.1. Except as provided herein, the County and City will participate in the costs of construction in accordance with the Ramsey County Cost Participation Policy and approved in the 2021 – 2025 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement will prevail.
 - 4.2. A list of the construction pay items and percentages of City funding responsibility as well as the total estimated County Project cost is attached as Exhibit A. (Cost Participation Based on Engineer's Estimate). Quantities and unit prices in Exhibit A are estimates. Actual costs shall be based on the contract unit prices and the quantities constructed.
 - 4.3. The City will supply the advanced traffic controller for the traffic signal cabinet and will reimbursed actual costs as part of this agreement.
 - 4.4. Design Engineering Costs
 - 4.4.1. The County shall pay the City a design engineering fee equal to 12.5% of the County's share of the project items identified in Exhibit A,
 - 4.4.2. Design engineering fees shall be calculated based on the quantities and unit prices at the time of contract award.
 - 4.5. Construction Engineering Costs

4.5.1. The County shall pay the City a construction engineering fee up to 12.5% of the County's share of the items identified in Exhibit A.

4.5.2. Construction engineering and administration fees shall be calculated based on the documented material, equipment, and labor costs.

5. Payment Schedule

5.1. Design engineering may be invoiced at the time of contract award.

5.2. The City will invoice the County for final construction costs that include documented material, equipment, and labor costs.

5.3. Construction engineering will be invoiced at the time of substantial project completion, as determined by the City.

5.4. Payment will be made within 30 days of receipt of an invoice.

6. Ownership and Maintenance Responsibility for Project Elements

6.1. Ownership and Maintenance Responsibility

7.1.1 The City shall continue to be responsible for maintenance of traffic signal systems in accordance with the Joint Powers Agreement between Ramsey County (Resolution 93-643) and The City of St. Paul (Council File 93-1974).

7. The County grants the City temporary construction permits over all County owned rights-of-way and property within the limits of the Project for use during construction at no cost to the City.

8. The City and County shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the County or the City of any statutory or common law immunities, limits, or exceptions on liability.

9. This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties.

10. COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
11. ELECTRONIC SIGNATURES: The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

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CITY OF SAINT PAUL, MINNESOTA

By: _____
Mayor

Date: _____

By: _____
Director of Public Works

Date: _____

Approved by the Office of Financial Services:

By: _____

Approved as to Form:

By: _____
City Attorney

RAMSEY COUNTY, MINNESOTA

Ryan T. O'Connor, County Manager

Date: _____

Approval recommended:

John Mazzitello, Director
Public Works Department

Approved as to form:

Assistant County Attorney

EXHIBIT A - COUNTY INTERCONNECT PROJECTS ENGINEERS ESTIMATE

STATEMENT OF ESTIMATED QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	ST PAUL	RAMSEY COUNTY	TOTAL QUANTITY	TOTAL COST
				PARTICIPATING	PARTICIPATING		
2104.601	REMOVE CABLES	L.S.	\$ 1,000.00	\$ 450.00	\$ 550.00	1	\$ 1,000.00
2104.503	REMOVE CONCRETE SIDEWALK	S.F.	\$ 10.00	\$ 950.00	\$ 1,050.00	200	\$ 2,000.00
2104.511	SAWING CONCRETE WALK	L.F.	\$ 3.00	\$ 75.00	\$ 75.00	100	\$ 150.00
2521.501	6" CONCRETE WALK	S.F.	\$ 22.00	\$ 2,200.00	\$ 2,200.00	200	\$ 4,400.00
2545.523	3" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	L.F.	\$ 30.00	\$ -	\$ 342,000.00	11,400	\$ 342,000.00
2545.602	HANDHOLE (SPECIAL)	EACH	\$ 1,500.00	\$ -	\$ 33,000.00	22	\$ 33,000.00
2550.511	MODIFY SIGNAL CONTROLLER CABINET FOUNDATION	EACH	\$ 2,000.00	\$ 7,071.43	\$ 10,928.57	9	\$ 18,000.00
2550.534	ARMORED FIBER OPTIC TRUNK CABLE 24 SM	L.F.	\$ 4.00	\$ -	\$ 56,000.00	14,000	\$ 56,000.00
2550.601	FIBER OPTIC CABLE SPLICING	EACH	\$ 1,500.00	\$ 5,303.57	\$ 8,196.43	9	\$ 13,500.00
2550.601	FIBER OPTIC CABLE TESTING	L.S.	\$ 3,000.00	\$ 1,092.86	\$ 1,907.14	1	\$ 3,000.00
2550.602	FURNISH ADVANCED TRAFFIC CONTROLLER	EACH	\$ 4,500.00	\$ 9,375.00	\$ 13,125.00	5	\$ 22,500.00
2565.603	1/C#10	L.F.	\$ 1.00	\$ -	\$ 13,900.00	13,900	\$ 13,900.00
				\$26,517.86	\$482,932.14		\$509,450.00
			25% ENG + INSPECTION	\$6,629.46	\$120,733.04		\$127,362.50
			TOTALS	\$33,147.32	\$603,665.18		\$636,812.50