

**RAMSEY COUNTY
COOPERATIVE AND MAINTENANCE AGREEMENT
WITH THE CITY OF SAINT PAUL FOR
Sidewalk and Pedestrian Improvements on Upper Afton Road (CSAH 35)
between Burns Avenue and White Bear Avenue
Saint Paul Project: 22-M-0700**

Total Estimated Project Cost: \$ 600,073.75
Ramsey County Cost: \$ 300,036.88

Attachments:

- A – Engineer's Estimate
- B – Project Location Map

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 sidewalk and pedestrian improvements on Upper Afton Road between Burns Avenue and White Bear Avenue ("Project").

RECITALS

1. The Project is identified in Ramsey County's 2021 – 2025 Transportation Improvement Program.
2. Upper Afton Road, in the area affected by construction, is designated County State Aid Highway (CSAH) 35.
3. The subject road segments are located within the City.
4. The joint powers agreement between the County and the City, County Resolution 93-643 and City Council Fil 93-1974, details maintenance responsibilities and costs on the County road system in the City.

AGREEMENTS

1. Responsibility for Design Engineering
 - 1.1. Plans, specifications, and proposals will be prepared in accordance with Mn/DOT State Aid requirements.
 - 1.2. The City will prepare plans, specifications, and proposals for the Project, which will include, among other things, the proposed construction, alignment, profiles, grades, cross sections, paving, concrete curb and gutter, storm sewer, pedestrian

curb ramps, turf establishment, traffic signals, street lighting, accessible pedestrian signals, and utility replacement and adjustments.

1.3. Plans for the Project showing proposed construction will be presented to the County for review and staff consent prior to bidding and will be on file at Saint Paul City Hall.

1.4. Any costs associated with Project revisions after the completion of plans and specifications will be paid for by the party requesting the revisions. Revisions are subject to approval by the City.

2. Responsibility for the Right of Way Plan and Acquisition

2.1. No right of way acquisition is required for this project.

3. Procurement and Award of Contract

3.1. The City will take bids in accordance with state law and City procedures.

3.2. The City will prepare an abstract of bids and a cost participation summary based on the lowest responsible bidder's proposal and will provide the same to the County.

3.3. The City will request the County's concurrence to award a contract to the lowest responsible bidder.

3.4. The City will award a contract and pay the contractor from the Municipal State Aid Highway, and local funds identified for the Project.

4. Responsibility for Construction Engineering

4.1. The City shall perform or contract the performance of the construction engineering for all elements of the Project.

5. Project Costs

5.1. 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.

5.2. The City and County will each be contributing 50% of the costs on the project as attached in 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.

5.3. Design and Construction Engineering Costs

- 5.3.1. The County will be contributing 50% of the design and construction engineering fee equal to 25% of the project items in Exhibit A.
- 5.3.2. Design and construction engineering fees shall be calculated based on the quantities and unit prices at the time of contract award.
- 5.3.3 All material testing for this Project shall comply with MnDOT County State Aid highway standards.

6. Payment Schedule

- 6.1. Design engineering will be invoiced at the time of contract award.
- 6.2. The City will invoice the County for construction costs incurred on a monthly basis or as determined by the payment schedule for the contractor.
- 6.3. Payment will be made within 30 days of receipt of an invoice.

7. Ownership and Maintenance Responsibility for Project Elements

7.1. Ownership and Maintenance Responsibility of the Sidewalk

- 7.1.1. The County will own the sidewalk and the City will maintain the sidewalk and associated sidewalk elements, including, but not limited to patching, snow and ice control, sweeping, crack sealing, debris removal, vegetation control, panel replacement, settlement adjustments, etc.. The County will be responsible for preservation, overlay and reconstruction.
- 8. 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.
 - 9. 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.
 - 10. Section 7 of this Agreement shall remain in full force and effect until terminated by mutual agreement of the parties.

11. COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
12. 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.

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:

Brian Isaacson, Acting Director
Public Works Department

Approved as to form:

Assistant County Attorney