

RAMSEY COUNTY  
COOPERATIVE AGREEMENT  
WITH THE CITY OF ST. PAUL

Concrete Rehabilitation  
S.A.P. 062-630-013, S.A.P. 164-232-023,  
S.A.P. 164-178-003, S.A.P. 160-221-008,  
S.A.P. 138-596-001, North Oaks Local Funds

Attachments:  
Engineers Estimate-Exhibit A  
Location Map

THIS AGREEMENT is between the City of St. Paul, Minnesota ("City") or ("City of St. Paul"), and Ramsey County, Minnesota ("County") or ("Ramsey County");

WITNESSETH:

WHEREAS, the Cities of White Bear Lake, St. Paul, Roseville, New Brighton, Maplewood, Arden Hills, Shoreview, Vadnais Heights, North Oaks and Ramsey County desire to perform concrete rehabilitation, concrete grinding, pedestrian ramps and traffic signal systems at various locations in Ramsey County; and

WHEREAS, Larpenteur Avenue (CSAH 30), Old Highway 8 (CSAH 77, Parkway Drive (CSAH 27), White Bear Avenue (CSAH 65) and County Highway 96 (CSAH 96); and all are designated as Ramsey County State Aid Highway roads; and

WHEREAS, the Project is designated as eligible for STP funds in an amount up to \$2,678,502.00, the STP funds will be applied as a ratio of STP funds to total project cost and applied to the federally eligible pay items; and

WHEREAS, this project has been designated as eligible for County State Aid Highway funds (CSAH) and Municipal State Aid Funds (MSA), reimbursement as S.A.P. 062-630-013, S.A.P. 164-232-023, S.A.P. 164-178-003, S.A.P. 160-221-008, S.A.P. 138-596-001 and North Oaks Local Funds; and

WHEREAS, Larpenteur Avenue at the intersections of Victoria Street, Parkway Drive and Fernwood Street is in the City of St. Paul in Ramsey County; and

WHEREAS, preliminary study reports indicate it is feasible, practical and technically proper to provide for the concrete rehabilitation concrete grinding, pedestrian ramps and updating of traffic signal systems; and the Plans have been presented to the City of St. Paul; and

WHEREAS, a preliminary estimate of project costs has been prepared and attached to this agreement as Exhibit A "Cost Participation Summary";

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Ramsey County shall prepare the necessary plans, specifications, estimates and proposals in accordance with funding requirements to take bids for this project. Costs of project revisions after the completion of plans and specifications; will be paid for by the party requesting the revisions. Revisions must be consistent with State Aid requirements and are subject to Ramsey County approval.
2. All City of St. Paul owned rights of way and easements within the limits of the project for roads, utilities and storm water are hereby granted to Ramsey County for the project use during construction.
3. Ramsey County shall take bids, prepare an abstract of bids and cost participation summary and award a contract for the project. Prior to Ramsey County award of a contract, Ramsey County shall first receive concurrence from the City of St. Paul for award of the contract to the lowest responsible bidder.
4. Upon award of a construction contract Ramsey County shall perform or contract the performance of construction inspection.
5. Ramsey County and City of St. Paul shall participate, in principle, on the basis of construction costs and shares identified in accordance with Exhibit A, "Estimated Cost Participation Summary", attached and incorporated herein except as modified below. It is understood actual costs will be adjusted to reflect final construction elements as submitted to the City of St. Paul for approval at the time of final project completion.
6. The estimated construction cost of items is \$5,828,025.76. The costs will be paid by a combination of CSAH and City of St. Paul MSA, City of Roseville MSA funds, a City of Maplewood MSA funds and North Oaks Local funds.
7. Any utilities or facilities modified or added to those provisions presently made in the plans and specifications may be incorporated in the construction contract by supplemental agreement and shall be paid for as specified in the supplemental agreement. Design and construction engineering fees shall be negotiated at the time of supplemental agreement preparation.
8. The City of St. Paul shall pay to Ramsey County 33.33% of the cost of the traffic control signal system with APS and EVP on Larpenteur Ave at Victoria Street after the application of STP funds; the balance will be paid by Ramsey County. The traffic signals on Larpenteur Ave at the intersection at Victoria shall be maintained in accordance with a separate Agreement for Maintenance of Traffic Control Signals and EVP System PW2013-15.
9. The City of St. Paul shall pay to Ramsey County 37.50% of the cost of the traffic control signal system with APS and EVP on Larpenteur Ave at Parkway Drive; the City of Maplewood will pay 12.5% of the cost and the balance will be paid by Ramsey County after the application of STP funds. The traffic signals on Larpenteur Ave at the intersection at Parkway Drive shall be maintained in accordance with a separate Agreement for Maintenance of Traffic Control Signals and EVP System PW2013-14.

10. The City of St. Paul shall pay to Ramsey County County 25% of the cost of the addition of APS to traffic control signal system located on Larpenteur Ave at Fernwood Street; the City of Roseville will pay 25% of the cost and the balance will be paid by Ramsey County after the application of STP funds. The signals on Larpenteur Ave at the intersection of Fernwood Street shall be maintained in accordance with the existing Agreement #89002 for Maintenance of Traffic Control Signals and EVP System.
11. The County and City shall cost-share for the pay items: Mobilization; Field Office; Traffic Control; and Erosion Control Supervisor. Participation will be determined based on a ratio of construction costs which will be distributed to the City and County as shown in the Engineer's Estimate Exhibit A attached
12. The City of St. Paul shall reimburse Ramsey County for engineering costs incurred on its share of project design and administration, as set forth in Exhibit A, as a design engineering fee. Said fee shall be 12% of item costs for which the City of St. Paul is responsible for, as determined at the time of contract award.
13. The City of St. Paul shall reimburse Ramsey County for engineering costs incurred on its share of project construction, as set forth in Exhibit A, as a construction engineering fee. Said fee shall be 12% of item costs for which the City of St. Paul is responsible for, as determined upon completion of the project.
14. Quantity distributions identified above are shown in Exhibit A. Actual Cost shall be based on the contractor's unit prices and the quantities constructed. Maplewood's, North Oak's and Roseville's concurrence to their respective responsibilities are provided for in separate agreements -- Ramsey County Agreement No. PW2013-11, PW2013-12 and PW2013-13; respectively.
15. All liquidated damages assessed to the contractor in connection with the work performed on the project shall result in a credit shared by the Cities of St. Paul, North Oaks, Roseville and Maplewood and by Ramsey County in the same proportion as their responsibility for the cost of the element of the project for which the liquidated damages were assessed.
16. The City of St. Paul shall not specially assess or otherwise recover any portion of its cost for this project through levy or special assessments on Ramsey County-owned property.
17. Throughout project design and construction, Ramsey County shall prepare partial cost and payment estimates for preliminary engineering fees, construction costs, and construction engineering fees and, at appropriate intervals, notify the City of St. Paul of its share of the costs for the City of St. Paul's items of work. City of St. Paul shall pay its share of engineering fees and construction costs within twenty-one calendar days of receipt of Ramsey County invoice.
18. The City of St. Paul shall pay to Ramsey County all additional remaining costs for its share of the work upon notification by Ramsey County of the final amounts due to the contractor.
19. All payments by the City of St. Paul shall be to the Treasurer of Ramsey County, Minnesota.

20. The City of St. Paul and Ramsey 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 Ramsey County or the City of St. Paul of any statutory or common law immunities, limits, or exceptions on liability.
21. This Agreement shall remain in full force and effect until terminated by mutual agreement of the City of St. Paul and Ramsey County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

WHEREFORE, this Agreement is duly executed on the last date written below.

**CITY OF ST. PAUL,  
MINNESOTA**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

By \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Public Works

Approved by the Office of Financial Services

By: \_\_\_\_\_

Approved as to Form

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

**RAMSEY COUNTY**

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Julie Kleinschmidt, County Manager

Date: \_\_\_\_\_

Approval recommended:

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James E. Tolaas, Director  
Public Works Department

Approved as to form and insurance:

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Assistant County Attorney

# MINNESOTA DEPARTMENT OF TRANSPORTATION STATE PROJECT NO. 062-696-029

Minnesota Project No. SPT 62 ( )

## RAMSEY COUNTY S.P. No. 062-696-029

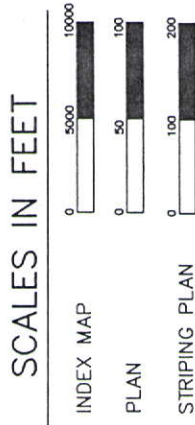


CONSTRUCTION PLAN FOR CONCRETE  
REHABILITATION, CONCRETE GRINDING,  
PEDESTRIAN RAMPS AND TRAFFIC  
SIGNAL SYSTEMS FOR:

- S.P. No. 062-630-058 LARPENTEUR AVENUE (CSAH 30)
- S.P. No. 062-677-027 OLD HIGHWAY 8 (CSAH 77)
- S.P. No. 062-627-006 PARKWAY DRIVE (CSAH 27)
- S.P. No. 062-665-0507 WHITE BEAR AVENUE (CSAH 65)
- S.P. No. 062-696-029 COUNTY HIGHWAY 96 (CSAH 96)
- S.P. No. 138-596-001 PARKWAY DRIVE (CSAH 27)
- S.P. No. 160-221-008 LARPENTEUR AVENUE (CSAH 30)
- S.P. No. 164-178-003 PARKWAY DRIVE (CSAH 27)
- S.P. No. 164-232-023 LARPENTEUR AVENUE (CSAH 30)

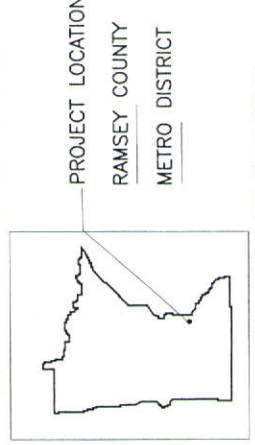
ROAD	OLD HIGHWAY 8	PARKWAY DRIVE	WHITE BEAR AVENUE	COUNTY HIGHWAY 96
GROSS LENGTH	180.00 FEET 0.034 MILES	841.00 FEET 0.159 MILES	5,370.00 FEET 1.017 MILES	29,787.00 FEET 5.641 MILES
BRIDGE LENGTH	---	---	---	---
EXCEPTIONS	---	---	---	---
NET LENGTH	180.00 FEET 0.034 MILES	841.00 FEET 0.159 MILES	5,370.00 FEET 1.017 MILES	29,787.00 FEET 5.641 MILES

PLAN REVISIONS	
DATE	SHEET NO. & DESCRIPTION



THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL "D". THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

BEGIN SP. 062-696-029  
C.S.A.H. 96 STATION 300+00



PROJECT LOCATION  
RAMSEY COUNTY  
METRO DISTRICT

END SP. 062-677-027  
OLD HIGHWAY 8 STATION 801+80  
BEGIN (SP. 062-677-027)  
OLD HIGHWAY 8 STATION 800+00

BEGIN EXCEPTION SP. 062-630-058  
SP. 160-221-008, 164-232-023  
LARPENTEUR AVENUE STA. 31+83

BEGIN SP. 062-630-058  
SP. 160-221-008, 164-232-023  
LARPENTEUR AVENUE STA. 2+69

END EXCEPTION SP. 062-630-058  
SP. 160-221-008, 164-232-023  
LARPENTEUR AVENUE STA. 21+00

END SP. 062-630-058  
SP. 160-221-008, 164-232-023  
LARPENTEUR AVENUE STA. 68+41

BEGIN SP. 062-627-006  
SP. 138-596-001, 164-178-003  
PARKWAY DRIVE STA. 981+50

### PLAN SYMBOLS

- STATE LINE
- TOWNSHIP OR RANGE LINE
- SECTION LINE
- QUARTER LINE
- SIXTEENTH LINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- PROPERTY LINE
- CORPORATE OR CITY LIMITS
- RAILROAD
- RAILROAD RIGHT-OF-WAY
- RIVER OF CREEK
- GULLVERT
- GUARDRAIL
- WOOD FENCE
- BARBED WIRE FENCE
- WOVEN WIRE FENCE
- CHAIN LINK FENCE
- TIMBER WALL
- STONE WALL
- HEDGE
- RAILROAD CROSSING SIGN
- CROSSING GATE
- MEANDER CORNER
- SLOPE EASEMENT (CONST. LIMITS)
- MARSH
- DECIDUOUS TREE
- CONIFEROUS TREE
- BUSH OR SHRUB
- WOODS
- CATCH BASIN
- BRIDGE
- IRON PIPE OR ROD
- MONUMENT (STONE, CONCRETE OR METAL)
- WOODEN HUB

### UTILITY SYMBOLS

- UTILITY POLE
- GUY OR ANCHOR
- STREET LIGHT
- TELEPHONE PEDESTAL
- GAS MAIN
- WATER MAIN
- TELEPHONE VAULT
- ELECTRIC VAULT
- TELEPHONE CABLE
- ELECTRIC CABLE
- STORM SEWER
- SANITARY SEWER
- SEWER MANHOLE
- GATE VALVE
- CONTROLLER CABINET
- EXISTING HYDRANT
- HYDRANT
- FIBER TELEVISION-BURIED
- CATV
- CATV OPTIC CABLE
- TRAFFIC SIGNAL LINE
- TRAFFIC SIGNAL HAND HOLE

FOR PLANS AND UTILITIES SYMBOLS SEE  
MN/DOT TECHNICAL MANUAL.

### - GOVERNING SPECIFICATIONS -

THE 2005 EDITION OF MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MUTCD, INCLUDING FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS, SEE [HTTP://WWW.DOT.STATE.MN.US/TRAFFICEG/](http://www.dot.state.mn.us/trafficeg/)

ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.



END SP. 062-696-029  
C.S.A.H. 96 STATION 597+87

END SP. 062-665-050  
WHITE BEAR AVE. STA. 2081+20

BEGIN SP. 062-665-050  
WHITE BEAR AVE. STA. 1541+50

AT VARIOUS LOCATIONS ON RAMSEY COUNTY ROADS IN THE CITIES OF WHITE BEAR LAKE, ST. PAUL, ROSEVILLE, NEW BRIGHTON, MAPLEWOOD, ARDEN HILLS, SHOREVIEW, WHITE BEAR TOWNSHIP, NORTH OAKS, AND VADNAIS HEIGHTS.

END SP. 062-627-006  
SP. 138-596-001, 164-178-003  
PARKWAY DRIVE STA. 1061+91

THIS PLAN CONTAINS 109 SHEETS  
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

RECOMMENDED FOR APPROVAL	REG. NO.	DATE
GERALD J AUGIE JR		
COUNTY ENGINEER		
APPROVED	CITY OF ST. PAUL	
APPROVED	CITY OF ROSEVILLE	
APPROVED	CITY OF NEW BRIGHTON	
APPROVED	CITY OF MAPLEWOOD	
APPROVED	CITY OF WHITE BEAR LAKE	
APPROVED	CITY OF ARDEN HILLS	
APPROVED	CITY OF SHOREVIEW	
APPROVED	CITY OF VADNAIS HEIGHTS	
APPROVED	CITY OF NORTH OAKS	
APPROVED	CITY OF WHITE BEAR TOWNSHIP	

MINNESOTA DEPARTMENT OF TRANSPORTATION

DISTRICT STATE AID ENGINEER  
REVIEWED FOR COMPLIANCE WITH STATE-AID AND FEDERAL AID RULES/POLICY

APPROVED FOR STATE AID AND FEDERAL AID FUNDING: STATE AID ENGINEER

S.P. No. 062-630-058 S.P. No. 138-596-001,  
S.P. No. 062-677-027, S.P. No. 160-221-008,  
S.P. No. 062-627-006, S.P. No. 164-178-003,  
S.P. No. 062-665-050, S.P. No. 164-232-023

DRAWN BY: A. MEIDL  
D. BODELSON, J. KAPOUN DATE 5-9-13

CHECKED BY: B. ESSLER DATE 5-10-13

Sheet No. 1 of 109 Sheets

