

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH CITY OF SAINT PAUL FOR**

2014 Major Maintenance Project, Mill & Overlay, Loop Detector and APS Installation

	Exhibit A	Exhibit B	Total
APS Construction	\$ 37,820.00	\$ 13,982.13	\$ 51,802.13
Engineering & Inspection	\$ 27,325.00	\$ 17,477.66	\$ 44,802.66
Estimated Amount Payable to the City of Saint Paul:			\$ 96,604.79

THIS AGREEMENT, by and between the City of Saint Paul, a municipal corporation, hereinafter referred to as the "City" and Ramsey County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the County desires to mill and overlay the bituminous surfacing, reconstruct pedestrian ramps to current ADA Guidelines, replace loop detectors at signalized intersections, and install Accessible Pedestrian Signals (APS) on County State Aid Highway segments within the City; and

WHEREAS, the list of roadways in need of major maintenance is generated by the County pavement management system. The list is brought to the City for approval and a maintenance project is created in a collaborative effort; and

WHEREAS, the following County State Aid Highway (CSAH) segments within the City, hereinafter referred to as the "Project", are the identified corridors in need of maintenance and included in the Project:

- Larpenteur Avenue (CSAH 30) from Rice Street (CSAH 49) to Jackson Street (CSAH 55)
- Dale Street (CSAH 53) from Arlington Avenue to Larpenteur Avenue (CSAH 30)
- Edgumbe Road (CSAH 46) from State Trunk Highway (TH) 5 (W. 7TH St) to St. Paul Ave (CSAH 46)
- Jackson Street (CSAH 55) from Acker Street to Rose Avenue
- Johnson Parkway (CSAH 64) from Magnolia Avenue to Minnehaha Avenue (TH 5)
- Lexington Avenue (CSAH 51) from University Avenue (CSAH 34) to Orchard Avenue
- Marshall Avenue (CSAH 35) from Snelling Avenue (TH 51) to Lexington Avenue (CSAH 51); and

WHEREAS, the County has prepared the necessary designs, plans, specifications, estimates, proposals and approvals in accordance with funding requirements to receive bids for the Project; and

WHEREAS, the City will design, purchase, and install APS for the traffic signals listed below. The APS systems shall include all components necessary to be a fully functioning and operational system meeting all applicable Guidelines; said installations shall include but not be limited to: installation of handholes, conduit, conductors, push button stations, and necessary appurtenances. The list of signalized intersections requiring installation of new APS systems is:

- Lexington Avenue (CSAH 51) at Energy Park Drive (CSAH 32)
- Lexington Avenue (CSAH 51) at Thomas Avenue
- Lexington Avenue (CSAH 51) at Minnehaha Avenue
- Edgumbe Road (CSAH 46) at St. Paul Avenue (CSAH 46)
- Edgumbe Road (CSAH 46) at Sheridan Avenue
- Marshall Avenue (CSAH 35) at Griggs Street
- Marshall Avenue (CSAH 35) at Lexington Avenue (CSAH 51)
- Johnson Parkway (CSAH 64) at 7th Street (TH 5); and

WHEREAS, the City will salvage and reinstall APS for the traffic signals listed below. The APS system shall include all components to be a fully functioning and operational system meeting all applicable ADA Guidelines; said installations shall include but not be limited to: installation of handholes, conduit, conductors, push buttons stations, and appurtenances. The list of signalized intersections requiring salvage and reinstallation of existing APS systems are:

- Marshall Avenue (CSAH 35) at Hamline Avenue
- Dale Street (CSAH 53) at Arlington Avenue; and

WHEREAS, the Project will include the installation and replacement of non-metallic conduit (NMC) loop detectors at existing traffic control signal systems. Loop detector installation shall be included in the Plans for the Project; and

WHEREAS, the Project will be paid for with County funds and City of Saint Paul funds consistent with the County's Cost Participation Policy for traffic signals; and

WHEREAS, The City of Saint Paul has identified use of the New Freedom Grant and Signalized Intersection Safety Improvement funds as eligible funding sources for the Project and shown in Exhibit A; and

WHEREAS, plans for the Project have been presented to the City and are on file at Ramsey County Public Works Department; and

WHEREAS, Exhibit A, attached hereto and made a part hereof, includes a preliminary cost estimate for the Project's APS and cost participation consistent with the County's Cost Participation Policy; and

WHEREAS, the County agrees to participate in funding for installation of APS installed by the City as part of the New Freedom Grant. Cost participation is based on New Freedom Grant local match and the County's Cost Participation Policy. Exhibit B, attached hereto and made a part hereof, contains the list of intersections, Engineer's Estimate, and cost participation. The following is a list of intersections included in Exhibit B:

- Rice Street (CSAH 49) at Atwater Street
- Dale Street (CSAH 53) at Selby Avenue
- Ford Parkway (CSAH 42) at Finn Street
- Ford Parkway (CSAH 42) at Kenneth Street
- Ford Parkway (CSAH 42) at Cretin Avenue
- Marshall Avenue (CSAH 35) at Hamline Avenue
- Maryland Avenue (CSAH 31) at Hazelwood Street
- Rice Street (CSAH 49) at Wayzata Street; and

WHEREAS, the City and County construction cost participation in the Project is included in this Agreement and the ownership, maintenance and operation of the signal is covered in a Joint Powers Agreement between the City and County; and

WHEREAS, the County will take bids for the Project, prepare an abstract of bids and cost participation summary, request the City's concurrence to award a contract, award and administer the contract, manage the Project, and pay the contractor from funds identified previously in this Agreement.

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

1. The Whereas recitals set forth in this Agreement are hereby made a part of this Agreement as set out in full.
2. Prior to the start of construction, the City and County shall first receive concurrence relative to the participation in the cost of construction.
3. The County will prepare all plans, specifications, estimates, and proposals for the Project, which will include, among other things, mill and overlay of the roadways in the Project list, reconstruction of pedestrian ramps, utility adjustments, and signal NMC loop detectors. The City will purchase and install fully functioning and operational APS systems at signalized intersections per this Agreement. Any costs associated with revisions of or to the Project 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 approval by the County.
4. Prior to County award of a Contract, the County shall first receive concurrence from the City for award of the contract to the lowest responsible bidder.
5. Upon award of a construction contract the County shall perform or contract the performance of the construction administration for all elements of the Project except for

APS. The City will assist with inspection and identifying locations for signal NMC loop detectors. The City will provide inspection for APS systems and components.

6. The City grants the County Temporary Construction Easements over all City owned Rights-of-Way (ROW) and property within the limits of the Project for use during construction.
7. The City and County shall participate in the costs of construction of APS in accordance with the adopted Ramsey County Public Works cost participation policy and this Agreement. The estimated cost is \$ 51,802.13.
8. As a design engineering and construction inspection fee, the County shall reimburse the City 25% of the construction costs for the APS in the Project in accordance with the adopted Ramsey County Public Works cost participation policy and this Agreement. The estimated cost is \$ 44,802.66.
9. Estimated costs are identified in the attached Engineer's Estimate as Exhibit A and B. Actual costs shall be based on the actual unit bid prices received.
10. The City shall continue to be responsible for maintenance of traffic signal systems in accordance with the Joint Powers Agreement between Ramsey County and The City of St. Paul (Council File 93-1974), incorporated herein by reference.
11. Quantity distributions and costs in Exhibit A are estimates. Actual costs shall be based on the contractor's unit prices and the actual quantities constructed.
12. Quantity distributions and costs in Exhibit B are estimates. Actual costs shall be based on unit prices and invoices of the actual quantities constructed.
13. Upon substantial completion of the work, the County shall prepare a revised estimate of cost participation breakdown based upon the Contract unit prices and the actual units of work estimated to have been performed and submit a copy to the City.
14. Each party will be solely responsible for its own acts and omissions, the acts and omissions of its employees, and the results thereof to the extent authorized by law. Neither party shall be responsible for the acts or omissions of any others, or the results thereof; liability of both parties will be governed by applicable federal, state and local laws law. 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.
15. This Agreement shall remain in full force and effect until terminated by mutual agreement of the City and the County, or until completion of the Project, whichever occurs first.

CITY OF ST. PAUL, MINNESOTA

By: _____
Mayor

Date: _____

By: _____
Rich Lallier
Director of Public Works

Date: _____

Approved by the Office of Financial Services:

By: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

Date: _____

RAMSEY COUNTY, MINNESOTA

Julie Kleinschmidt, County Manager

Date: _____

Approval recommended:

James E. Tolaas, Director
Public Works Department

Date: _____

Approved as to form:

Assistant County Attorney

Date: _____