

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

Maryland Avenue at Johnson Parkway  
APS Installation and Ped Ramp Work

Estimated Amount Payable  
to the City of St. Paul

Construction	\$13,425.81
Engineering & Inspection (20%)	<u>\$2,685.16</u>
<b>TOTAL</b>	<b><u>\$16,110.97</u></b>

Attachments:

Jll-Blvd-EngEst-County

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 City desires to install Accessible Pedestrian Signals (APS) at the intersection of Maryland Avenue and Johnson Parkway; and

WHEREAS, with the installation of APS the pedestrian quadrants need to be replaced in keeping with the current ADA Guidelines; and

WHEREAS, Maryland Avenue is designated County State Aid Highway 31 and is in the City; and

WHEREAS, preliminary studies and reports conducted by the City and County indicate that it is feasible, practical, and technically proper to provide for the installation of APS at the Maryland Avenue/Johnson Parkway intersection; and

WHEREAS, the City has prepared all the necessary designs, plans, specifications, estimates, proposals and approvals in accordance with funding requirements to accept bids for this project and will incorporate said items into the Contract Documents; and

WHEREAS, the City has prepared or will prepare the necessary designs, plans, specifications, estimates, proposals and approvals for the left turn lanes on Johnson Parkway and the installation of APS and pedestrian ramps at the Maryland Avenue/Johnson Parkway intersection; and

WHEREAS, the City and County construction cost participation in the APS 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 project will be constructed by a Contractor to be chosen according to City of St. Paul Competitive Bidding procedures;

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

1. Prior to the City starting construction, the City shall first receive concurrence from the County relative to the County's participation in the cost of construction.
2. The City shall perform or contract the performance of the construction activities.
3. All County owned rights-of-way (R.O.W.) and easements within the limits of the project for roads, utilities and storm water are hereby granted to the City for project use.
4. All City owned R.O.W. and easements within the limits of the project for roads, utilities and storm water are hereby granted to the County for project use.
5. The County and City shall participate in the costs of construction in accordance with the adopted Ramsey County Public Works cost participation policy.
6. The City and County shall each pay 50% of the cost of the pedestrian curb ramps at Maryland Avenue and Johnson Parkway. The estimated cost to the County is \$16,110.97.
7. As a design engineering and construction inspection fee, the County shall reimburse the City 20% of the County's share of construction costs for the pedestrian curb ramps at Maryland Avenue and Johnson Parkway. The estimated cost is \$2,685.16.
8. Estimated costs are identified in the attached Engineers Estimate. Actual costs shall be based on the actual unit bid prices received.
9. Upon substantial completion of the work, the City 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 County.
10. 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 mission 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.
11. The 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.

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

THE COUNTY OF RAMSEY

By \_\_\_\_\_  
Julie Kleinschmidt  
Ramsey County Manager

Date \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant County Attorney

Recommended for Approval:

\_\_\_\_\_  
James Tolaas, P.E.  
County Engineer and Public Works Director

CITY OF SAINT PAUL

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

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

By: \_\_\_\_\_  
Rich Lallier  
Director of Public Works

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

Approved by the Office of Financial Services:

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

Approved as to Form:

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