

**RAMSEY COUNTY
COOPERATIVE AND MAINTENANCE AGREEMENT
WITH THE CITY OF SAINT PAUL FOR
Sidewalk Projects on
Larpenteur Avenue (County State Aid Highway 30)
from Dale Street to Marion Street, and
Edgerton Street (County State Aid Highway 58)
from Arlington Avenue to Maryland Avenue
County Project Number P8080 (Larpenteur)
County Project Number P8081 (Edgerton)
City Project Number 23-P-1485**

Total Project Cost:	\$ 624,883.64
City of St. Paul Cost:	\$ 312,441.82
Ramsey County Cost:	\$ 312,441.82

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 sidewalk projects on Larpenteur Avenue between Dale Street and Marion Street, and on Edgerton Street between Arlington Avenue and Maryland Avenue ("Project").

RECITALS

1. The Project is identified in Ramsey County’s 2022 – 2026 Transportation Improvement Program.
2. Larpenteur Avenue, in the area affected by reconstruction, is designated County State Aid Highway (CSAH) 30.
3. Edgerton Street, in the area affected by reconstruction, is designated County State Aid Highway (CSAH) 58.
4. The Project has been designated as Municipal State Aid Project (S.A.P.) 164-020-163.
5. The subject road segments are located within 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 alignment, profiles, grades, cross sections, paving, concrete curb and gutter, medians, storm sewer, storm water treatment and infiltration basins, 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 and will be on file at Saint Paul Public Works Department.
- 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 County.

2. Procurement and Award of Contract

- 2.1 The City will take bids in accordance with state law and City procedures.
- 2.2 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.
- 2.3 The City will request the County's concurrence to award a contract to the lowest responsible bidder.
- 2.4 The City will award a contract and pay the contractor from the Municipal State Aid Highway and County funds identified for the Project.

3. Responsibility for Construction Engineering

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

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 2022 – 2026 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement will prevail.
- 4.2 Project Costs will be split 50%-50% with the City and County each paying half of the engineering and construction costs.
- 4.3 Design and Construction Engineering Costs
 - 4.3.1 The County shall pay the City half of the design and construction engineering fee equal to a percentage of the identified project items as detailed in Exhibit A.
 - 4.3.2 Design and construction engineering fees are based on the actual construction costs.

5. Payment Schedule

- 5.1 The City will invoice the County for construction and engineering costs at the time of substantial project completion.
- 5.2 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 of the Roadway
 - 6.1.1 The County will own and maintain the roadway and associated roadway elements location within the County Right of Way, except as detailed below.
- 6.2 Ownership and Maintenance Responsibility of the Storm Sewer (*catch basins and leads, main, infiltration systems, ponding, water treatment*):
 - 6.2.1 The City shall own the following components of the storm sewer system:
 - i. Trunk line
 - ii. Trunk line manholes, including manholes which connect catch basins and leads to the truck line
 - 6.2.2 The County shall own the following components of the storm sewer system:

- iii. Catch basins
- iv. Catch basin leads

6.2.3 The City and County shall each maintain the components of the storm sewer system under their respective ownership.

6.3 Ownership and Maintenance of the Sidewalk
The County will own the sidewalk and be responsible for preservation, overlay or reconstruction.

The City shall be responsible for all maintenance, including but not limited to patching, snow and ice control, sweeping, crack sealing, debris removal, vegetation control, panel replacement, settlement adjustments, etc.

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. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof.
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. 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.

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

If to the CITY: City of St. Paul
 25 W Fourth Street
 800 CHA
 Saint Paul, MN 55102
 Attention: Nick Peterson, City Engineer

If to the COUNTY: Ramsey County Public Works
 1425 Paul Kirkwold Drive
 Arden Hills, MN 55112
 Attention: Brad Estothen, Ramsey County Engineer

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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

County Manager

Date: _____

Approval recommended:

Brian Isaacson, Director
Public Works Department

Approved as to form:

Assistant County Attorney

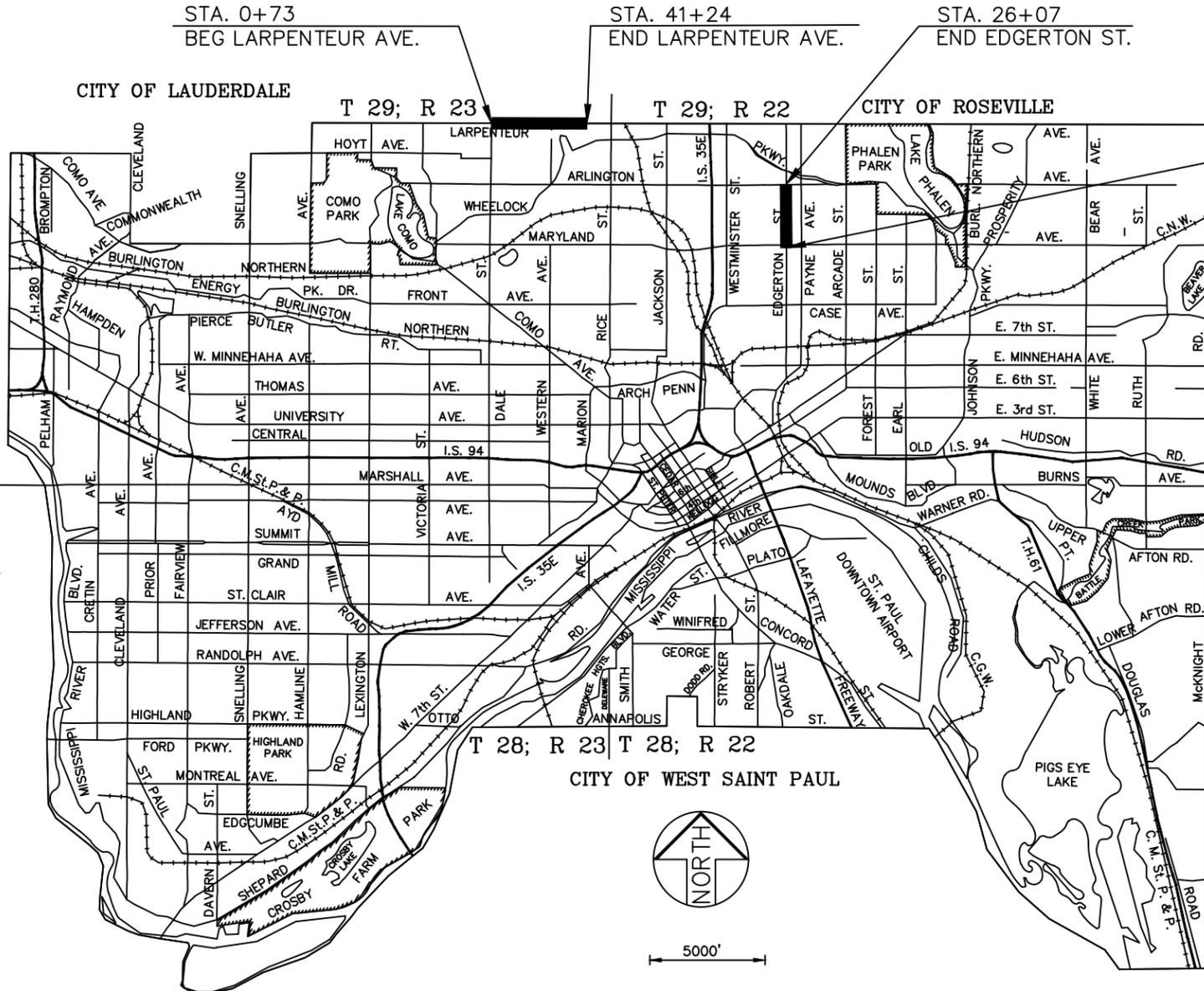
ENGINEER'S ESTIMATE

ITEM NO.	ITEM	UNIT	UNIT PRICE	ACTUAL QUANTITY	COST
2021.501	MOBILIZATION	LUMP SUM	\$25,000.00	1	\$ 25,000.00
2101.502	CLEARING	EACH	\$250.00	2	\$ 500.00
2101.502	GRUBBING	EACH	\$250.00	2	\$ 500.00
2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$250.00	0	\$ -
2104.503	SAWING PAVEMENT	LIN. FT.	\$5.00	391	\$ 1,955.00
2104.503	REMOVE CONCRETE CURB AND GUTTER	LIN. FT.	\$5.00	163	\$ 816.25
2104.504	REMOVE PAVEMENT	SQ. YD.	\$15.00	182	\$ 2,722.50
2104.518	REMOVE CONCRETE WALK	SQ. FT.	\$1.50	40517	\$ 60,775.50
2106.507	EXCAVATION - COMMON	CU. YD.	\$160.00	256	\$ 41,024.00
2106.507	COMMON EMBANKMENT (CV)	CU. YD.	\$160.00	0	\$ -
2106.603	MINOR GRADING	LIN. FT.	\$10.00	0	\$ -
2118.509	AGGREGATE SURFACING, CLASS 5	TON	\$10.00	0	\$ -
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$25.00	0	\$ -
2211.507	AGGREGATE BASE (CV) CLASS 5	CU. YD.	\$35.00	580	\$ 20,300.00
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	\$5.00	30	\$ 150.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F)	TON	\$325.00	70	\$ 22,750.00
2503.503	15" RC PIPE SEWER,DESIGN 3006 CLASS V	LIN. FT.	\$5.00	0	\$ -
2504.602	ADJUST CURB BOX	EACH	\$250.00	0	\$ -
2506.502	ADJUST FRAME & RING CASTING	EACH	\$500.00	1	\$ 500.00
2521.518	4" CONCRETE WALK	SQ. FT.	\$5.00	38332	\$ 191,660.00
2521.518	6" CONCRETE WALK	SQ. FT.	\$10.50	2707	\$ 28,418.25
2521.602	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	\$15.00	26	\$ 390.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN. FT.	\$40.00	163	\$ 6,530.00
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	\$90.00	85	\$ 7,650.00
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	\$108.00	0	\$ -
2531.603	CONCRETE CURB DESIGN V	LIN. FT.	\$40.00	214	\$ 8,540.00
2531.618	TRUNCATED DOMES	SQ. FT.	\$50.00	48	\$ 2,400.00
2563.601	TRAFFIC CONTROL	LUMP SUM	\$10,000.00	1	\$ 10,000.00
2571.602	TREE PROTECTION	EACH	\$200.00	0	\$ -
2572.503	CLEAN ROOT CUTTING	LIN. FT.	\$5.00	108	\$ 540.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	\$125.00	88	\$ 11,000.00
2574.507	COMMON TOPSOIL BORROW	CU. YD.	\$40.00	296	\$ 11,820.00
2575.507	SEEDING	SQ. YD.	\$1.50	4090	\$ 6,135.00
2575.508	HYDRAULIC STABILIZED FIBER MATRIX	LB.	\$10.00	2219	\$ 22,190.00
				CONSTRUCTION COST	\$ 484,266.50
				ENGINEERING AND INSPECTION (25%)	\$ 121,066.63
				TESTING	\$ 19,550.51
				TOTAL	\$ 624,883.64

CITY OF ST. PAUL
 Department of Public Works
 CONSTRUCTION PLAN

for
 LARPEN TEUR AVENUE (CSAH 30)
 from
 DALE STREET TO MARION STREET
 and
 EDGERTON STREET (CSAH 58)
 from
 MARYLAND AVENUE TO ARLINGTON AVE
 and
 CITY PROJECT NO. 23-P-1485
 includes

CONCRETE SIDEWALKS AND PEDESTRIAN
 IMPROVEMENTS



LARPEN TEUR AVENUE			
GROSS LENGTH	4051 FEET	0.767 MILES	
BRIDGES LENGTH	0.00 FEET	0.000 MILES	
EXCEPTIONS LENGTH	0.00 FEET	0.000 MILES	
NET LENGTH	4051 FEET	0.767 MILES	
LARPEN TEUR AVENUE DESIGN DESIGNATION			
PRESENT ADT (2023)	13000		
PROJECTED ADT (2043)	13000		
FUNCTIONAL CLASSIFICATION:	ARTERIAL		
NO. OF TRAFFIC LANES	3		
NO. OF PARKING LANES	0		
R VALUE	20		
ΣN18 FACTOR	2,519,918		
DESIGN LOAD (TON)	10		
DESIGN SPEED (MPH)	45		
STOPPING SIGHT DISTANCE BASED ON:	3.5' HEIGHT OF EYE & 2.0' HEIGHT OF OBJECT		

EDGERTON STREET			
GROSS LENGTH	2607 FEET	0.494 MILES	
BRIDGES LENGTH	0.00 FEET	0.000 MILES	
EXCEPTIONS LENGTH	0.00 FEET	0.000 MILES	
NET LENGTH	2607 FEET	0.494 MILES	
EDGERTON STREET DESIGN DESIGNATION			
PRESENT ADT (2023)	3787		
PROJECTED ADT (2043)	3787		
FUNCTIONAL CLASSIFICATION:	ARTERIAL		
NO. OF TRAFFIC LANES	2		
NO. OF PARKING LANES	2		
R VALUE	30		
ΣN18 FACTOR	807,071		
DESIGN LOAD (TON)	10		
DESIGN SPEED (MPH)	20		
STOPPING SIGHT DISTANCE BASED ON:	3.5' HEIGHT OF EYE & 2.0' HEIGHT OF OBJECT		



PLAN SHEET INDEX

1. TITLE SHEET
2. LEGEND AND PLAN SHEET LOCATION MAP
3. STATEMENT OF ESTIMATED QUANTITIES
4. EXISTING & PROPOSED SEWER CHARTS
- 5-6. LARPEN TEUR AVE. AND EDGERTON ST. TYPICAL SECTIONS
7. EROSION AND SEDIMENT CONTROL PLAN
8. STANDARD PLATES AND CONSTRUCTION DETAILS
- 9-14. PED RAMP DETAILS
- 15-21. LARPEN TEUR AVE. REMOVAL AND CONSTRUCTION PLANS

SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE "SUPPLEMENTAL SPECIFICATIONS" DATED SEPTEMBER 2022 SHALL GOVERN. ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE LATEST EDITION OF THE MMUTCD, INCLUDING THE LATEST "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS"

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

APPROVED, DATE
 SAINT PAUL DIVISION MANAGER, STREET ENGINEERING

APPROVED, DATE
 SAINT PAUL CITY ENGINEER

APPROVED, DATE
 RAMSEY COUNTY ENGINEER

APPROVED FOR STATE AID FUNDING

., DATE
 STATE AID ENGINEER

REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICY

., DATE
 DISTRICT STATE AID ENGINEER

THIS PLAN CONTAINS 21 SHEETS

	DESIGNED	ERM	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 Signature: _____ Date: _____ JARY LEE Lic. No. _____	PREPARED BY STREET ENGINEERING DIVISION FOR THE CITY OF ST. PAUL, DEPARTMENT OF PUBLIC WORKS	PROJECT: 23-P-1485	STATE AID PROJECT NUMBER: 164-020-163	
	DRAWN	ERM		LARPEN TEUR-EDGERTON SIDEWALK	DRAWER: 12	CAD NAME: PROJECTS/CURRENT/LARPEN TEUR AVENUE/PLANSHEETS	
	APPROVED	JL		LARPEN TEUR-EDGERTON SIDEWALK	DWG. NO. 1645	DATE: 2/1/2023	SHEET NO. 1 OF 21 SHEETS

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