

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF Saint Paul FOR
Pedestrian Improvements of Marion Street (County State Aid Highway 56)
between Ravoux Street and Como Avenue
and Como Avenue (County State Aid Highway 33) between Marion Street and
Galtier Street
SAP 164-020-162**

Total Project Cost: \$848,912.44
City of Saint Paul Cost: \$424,456.22
Ramsey County Cost: \$424,456.22

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 pedestrian improvements on Marion Street between Ravoux Street and Como Avenue and Como Avenue between Marion Street and Galtier Street ("Project").

RECITALS

1. The Project is identified in Ramsey County's 2022 – 2026 Transportation Improvement Program.
2. Marion Street and Como Avenue, in the area affected by construction, is designated County State Aid Highway (CSAH) 56 and 33, respectively.
3. The Project has been designated as State Aid Project (S.A.P) 164-020-162
4. The subject road segment is located within the City.
5. The City and County both agree that the proposed crossing modifications are in the spirit of providing an enhancement for non motorized users looking to safely cross the roadway.
6. The costs of these improvements will be split 50/50 by each party, including design and construction services.

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 reconstruction, grades, paving, concrete curb and gutter, medians, pedestrian curb ramps, turf establishment, 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. Responsibility for the Right of Way Plan and Acquisition
 - 2.1. There is no right of way being acquired 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. The County will reimburse the City its share of the project costs from the County State Aid Highway or other 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 2022 – 2026 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement will prevail.
 - 5.2. A list of the construction pay items and percentages of County funding responsibility as well as the total estimated City Project cost is attached as

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. The project costs are split 50% county and 50% city as presented in Exhibit A.

5.3. Design Engineering Costs

5.3.1. The County shall pay the City a design engineering fee equal to 12% of the County's share of the project cost.

5.3.2. Design engineering fees shall be calculated based on the quantities and unit prices at the time of contract award.

5.4. Construction Engineering Costs

5.4.1. The County shall pay the City a construction engineering fee equal to 12% of the County's share of the items identified in Exhibit A.

5.4.2. Construction engineering and administration fees shall be calculated based on the final contract quantities and unit prices

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. Construction engineering will be invoiced at the time of substantial project completion, as determined by the County.

6.4. 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 Roadway

7.1.1. The County will own and maintain the roadway and associated roadway elements location within the County Right of Way, except as detailed below.

7.2. Ownership and Maintenance Responsibility of the Storm Sewer (*catch basins and leads, main, infiltration systems, ponding, water treatment*)

7.2.1. The City shall own the following components of the storm sewer system:

- i. Trunk line
- ii. Trunk line manholes
- iii. Surface drains located outside of the County road right-of-way and associated leads
- iv. Trunk line outfalls
- v. BMP(s)

7.2.2. The County shall own the following components of the storm sewer system:

- vi. Catch basins
- vii. Catch basin leads
- viii. Cross-culverts
- ix. Surface drains located within the County road right-of-way
- x. BMP(s)

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

7.3. Ownership and Maintenance of the Sidewalk

7.3.1. The County will own the sidewalk, and is responsible for future overlay, or reconstruction improvements.

7.3.2. The City will maintain the sidewalk, including snow removal, sweeping, crack sealing, debris removal, vegetation control, panel replacement, settlement adjustments, etc.

7.4 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.

- 8. The County grants the City temporary construction permits over all City 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. 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.

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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

Ryan T. O'Connor, County Manager

Date: _____

Approval recommended:

John Mazzitello, Deputy Director
Public Works Department

Approved as to form:

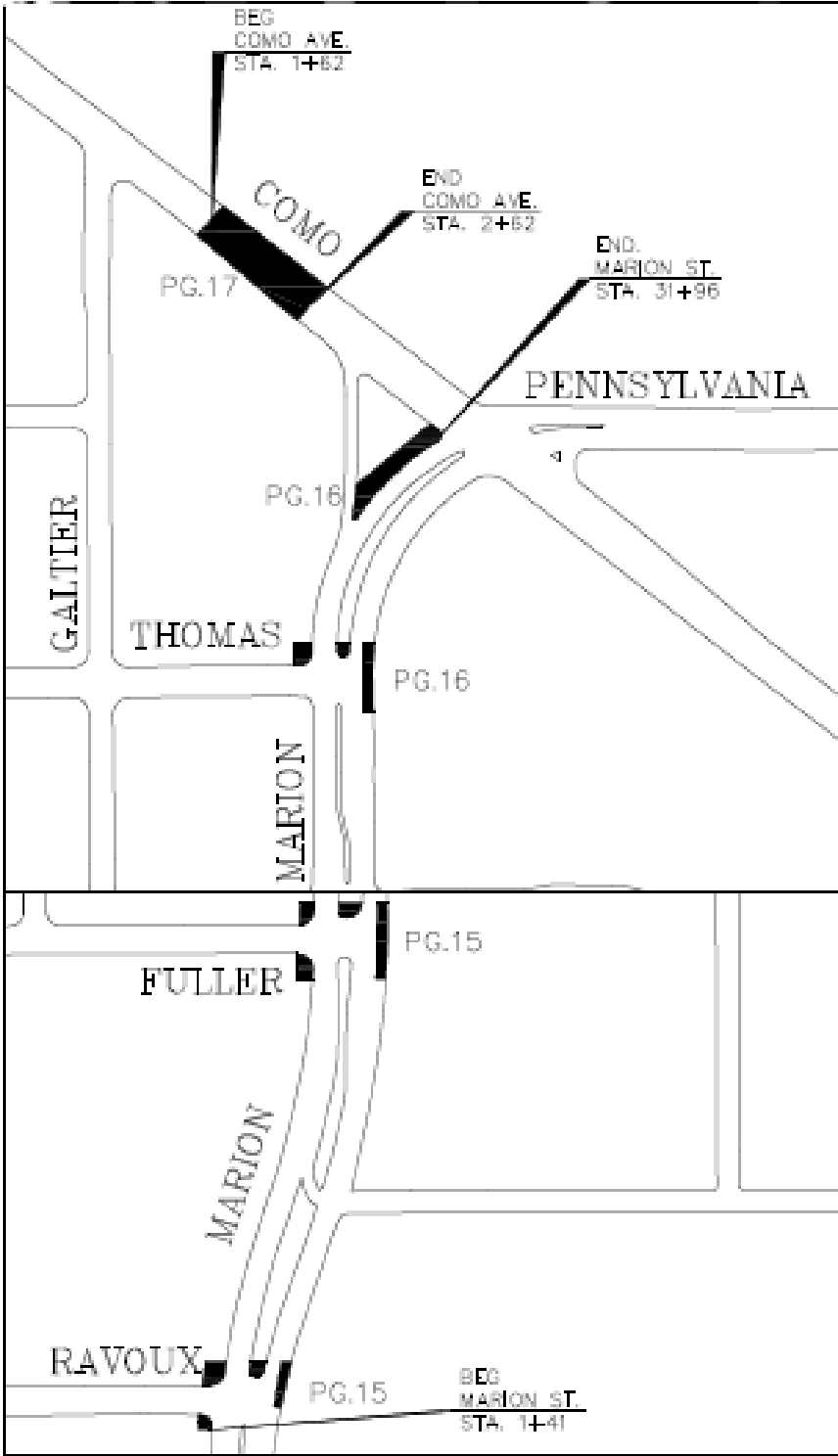
Assistant County Attorney

Exhibit A - Marion Pedestrian Improvements Cost Estimate 2022-06-30

Item No.	Item	Unit	Unit Cost	Total Quantity	Total Cost
2021.501	MOBILIZATION	LUMP SUM	\$ 59,570.00	1	\$ 59,570.00
2101.502	CLEARING	EACH	\$ 500.00	1	\$ 500.00
2101.502	GRUBBING	EACH	\$ 500.00	1	\$ 500.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	\$ 1.10	40	\$ 44.00
2102.518	PAVEMENT MARKING REMOVAL	SQ FT	\$ 5.50	50	\$ 275.00
2104.502	REMOVE SIGN TYPE C	EACH	\$ 33.00	16	\$ 528.00
2104.502	REMOVE SIGN PANEL TYPE C	EACH	\$ 33.00	21	\$ 693.00
2104.502	REMOVE DELINEATOR / MARKER	EACH	\$ 33.00	2	\$ 66.00
2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$ 700.00	11	\$ 7,700.00
2104.503	SAWING PAVEMENT (FULL DEPTH)	LIN FT	\$ 5.00	1768	\$ 8,840.00
2104.503	REMOVE PIPE SEWERS	LIN FT	\$ 21.00	274	\$ 5,754.00
2104.503	REMOVE CURB & GUTTER	LIN FT	\$ 7.00	1118	\$ 7,826.00
2104.504	REMOVE PAVEMENT	SQ YD	\$ 16.00	2189	\$ 35,024.00
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 16.00	291	\$ 4,656.00
2104.518	REMOVE CONCRETE WALK	SQ FT	\$ 2.00	3606	\$ 7,212.00
2105.507	COMMON EXCAVATION (P)	CU YD	\$ 70.00	37	\$ 2,590.00
2123.610	STREET SWEEPER (WITH VACUUM PICKUP)	HOUR	\$ 1.00	45	\$ 45.00
2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$ 70.00	81	\$ 5,670.00
2301.504	CONCRETE PAVEMENT 3"	SQ YD	\$ 1.00	176	\$ 176.00
2301.602	DRILL & GROUT REINF BARS (EPOXY COATED)	EACH	\$ 15.00	361	\$ 5,415.00
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	\$ 5.50	72	\$ 396.00
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,F)	TON	\$ 195.00	311	\$ 60,645.00
2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B)	TON	\$ 175.00	324	\$ 56,700.00
2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$ 105.00	429	\$ 45,045.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$ 1,500.00	5	\$ 7,500.00
2504.602	ADJUST VALVE BOX	EACH	\$ 650.00	3	\$ 1,950.00
2506.502	CASTING ASSEMBLY	EACH	\$ 650.00	6	\$ 3,900.00
2506.502	ADJUST FRAME AND RING CASTING	EACH	\$ 750.00	6	\$ 4,500.00
2506.502	CONSTRUCT CATCH BASIN DESIGN 7B	EACH	\$ 6,000.00	13	\$ 78,000.00
2521.518	4" CONCRETE WALK	SQ FT	\$ 8.00	980	\$ 7,840.00
2521.518	6" CONCRETE WALK	SQ FT	\$ 14.00	6050	\$ 84,700.00
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 120.00	30	\$ 3,600.00
2531.603	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$ 41.00	1216	\$ 49,856.00
2531.603	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	\$ 41.00	258	\$ 10,578.00
2531.618	TRUNCATED DOMES (RECTANGULAR)	SQ FT	\$ 65.00	270	\$ 17,550.00
2563.601	TRAFFIC CONTROL	LUMP SUM	\$ 15,000.00	1	\$ 15,000.00
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	\$ 1,500.00	1	\$ 1,500.00
2564.502	OBJECT MARKER OM1-2	EACH	\$ 82.50	2	\$ 165.00
2564.502	OBJECT MARKER OM3-L	EACH	\$ 165.00	3	\$ 495.00
2564.602	OBJECT MARKER X3-5	EACH	\$ 110.00	14	\$ 1,540.00
2564.518	SIGN PANELS TYPE C	SQ FT	\$ 49.50	128	\$ 6,336.00
2564.518	SIGN PANELS TYPE SPECIAL	SQ FT	\$ 71.50	16	\$ 1,144.00
2564.602	INSTALL SIGN COLLAR	EACH	\$ 150.00	6	\$ 900.00
2571.602	TREE PROTECTION	EACH	\$ 150.00	8	\$ 1,200.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	\$ 150.00	27	\$ 4,050.00
2573.503	SEDIMENT CONTROL LOG	LIN FT	\$ 6.00	500	\$ 3,000.00
2574.507	COMMON TOPSOIL BORROW (LV)	CU YD	\$ 0.10	248	\$ 24.80
2575.504	SODDING TYPE LAWN	SQ YD	\$ 24.00	1480	\$ 35,520.00
2582.503	4" SOLID LINE WHITE - MULTI-COMPONENT - GROUND IN (WR)	LIN FT	\$ 10.50	904	\$ 9,492.00
2582.503	4" BROKEN LINE WHITE - MULTI-COMPONENT - GROUND IN (WR)	LIN FT	\$ 10.50	80	\$ 840.00
2582.518	CROSSWALK - MULTI-COMPONENT - GROUND IN (WR)	SQ FT	\$ 15.40	1140	\$ 17,556.00

Construction Subtotal			\$	684,606.80
Engineering and Inspection			24%	\$ 164,305.63
Marion Street TOTAL			\$	848,912.43
City Share			50%	\$ 424,456.22
County Share			50%	\$ 424,456.22

Attachment B – Project Location Map



LEGEND AND LOCATION AREA MAP