

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF SAINT PAUL FOR
SIDEWALK CONSTRUCTION ON
LARPENTEUR AVENUE (CSAH 30)
BETWEEN GALTIER STREET AND RICE STREET
ENERGY PARK DRIVE (CSAH 32)
BETWEEN SNELLING AVENUE AND LEXINGTON PARKWAY
RANDOLPH AVENUE (CSAH 38)
BETWEEN CLEVELAND AVENUE AND FAIRVIEW AVENUE**

Total Project Cost: \$ 297,065.75
City Cost: \$ 148,532.88
County Cost: \$ 148,532.88

Attachments:
A – Engineer’s Estimate

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 construction on Larpenteur Avenue between Galtier Street and Rice Street, Energy Park Drive between Snelling Avenue and Lexington Parkway, and Randolph Avenue between Cleveland Avenue and Fairview Avenue ("Project").

RECITALS

1. The Project is identified in Ramsey County’s 2018-2022 Transportation Improvement Program; and
2. Larpenteur Avenue is designated as County State Aid Highway 30.
3. Energy Park Drive is designated as CSAH 32.
4. Randolph Avenue is designated as County State Aid Highway (CSAH) 38.
5. The subject road segments are located within the City.

AGREEMENTS

1. Responsibility for Design Engineering
 - 1.1. The City will prepare specifications, proposals, and estimates for the Project, which will include concrete sidewalk, pedestrian curb ramps, and turf establishment.

- 1.2. Specifications and proposals for the Project detailing proposed construction will be presented to the County and will be on file at the City.
- 1.3. Any costs associated with Project revisions after the completion of plans and specifications will be paid for by the party requesting the revisions
2. Procurement and Award of Contract
 - 2.1. The City will take bids in accordance with state law and City rules.
 - 2.2. The City will prepare an abstract of bids and a cost participation summary based on the lowest responsible and responsive bidder's proposal, and will provide the same to the County.
 - 2.3. The City will award a contract, and pay the contractor from the County State Aid Highway and local 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.
 - 3.2. The City shall perform materials testing consistent with Minnesota Department of Transportation requirements.
4. Project Costs
 - 4.1. An estimate of the County's share of the Project costs is attached as Exhibit A, (Cost Participation Based on Project Bid). Quantities and unit prices in Exhibit A are estimates. Actual costs shall be based on the contract unit prices and the quantities constructed.
 - 4.2. Except as provided herein, the County and City will participate equally in the costs of construction of the sidewalk.
 - 4.3. The City will pay for 100% of text imprints.
 - 4.4. Design Engineering Costs
 - 4.4.1. The City shall be responsible for 100% for all costs related to design engineering.
 - 4.5. Construction Engineering Costs

4.5.1. The City shall be responsible for 100% for all costs related to construction engineering, including materials testing.

5. Payment Schedule

5.1. The City will invoice the County for construction costs incurred monthly or as determined by the payment schedule for the contractor.

5.2. Payment will be made within 35 days of receipt of an invoice.

6. Maintenance Responsibility for Project Elements

6.1. The City shall be responsible for all maintenance associated with sidewalk. Maintenance includes, but not limited to, snow removal policies and panel replacement.

7. The County will issue permits for all work within County right-of-way.

8. 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.

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

CITY OF SAINT PAUL, MINNESOTA

By: _____
Mayor, Melvin Carter

Date: _____

By: _____
Director of Public Works,
Kathy Lantry

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:

Ted Schoenecker, Director
Public Works Department

Approved as to form:

Assistant County Attorney

Funding Summary Based on Low Bid

Ramsey County Agreement Number PUBW 2017-19

Exhibit A

Ramsey County Public Works

Saint Paul Public Works

Sidewalk Construction

	Ramsey County	Saint Paul	Total
Larpenteur Avenue CSAH 30 (Galtier Street to Rice Street)	\$ 55,613.00	\$ 27,806.50	\$ 27,806.50
Energy Park Drive CSAH 32 (Snelling Avenue to Lexington Parkway)	\$ 122,361.50	\$ 61,180.75	\$ 61,180.75
Randolph Avenue CSAH 38 (Cleveland Avenue to Fairview Avenue)	\$ 119,091.25	\$ 59,545.63	\$ 59,545.63
Totals	\$ 297,065.75	\$ 148,532.88	\$ 148,532.88

Engineering Costs - 100% City of Saint Paul