

**RAMSEY COUNTY
COOPERATIVE AND MAINTENANCE AGREEMENT
WITH THE CITY OF SAINT PAUL FOR
Sidewalk Projects on
Marshall Avenue (County State Aid Highway 35)
from East of Snelling Avenue to West of Albert Street, and
Cleveland Avenue (County State Aid Highway 46)
from Summit Avenue to Marshall Avenue
County Project Number P8087 (Marshall)
County Project Number P8084 (Cleveland)
City SAP 164-020-176 (Cleveland)
City SAP 164-020-177 (Marshall)**

Estimated Total Project Cost:	\$ 500,809.38
City of St. Paul Cost (estimated):	\$ 250,404.69
Ramsey County Cost (estimated):	\$ 250,404.69

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:

- (i) a sidewalk project on Marshall Avenue (County State Aid Highway 35) from East of Snelling Avenue to West of Albert Street; and
- (ii) a sidewalk project on Cleveland Avenue (County State Aid Highway 46) from Summit Avenue to Marshall Avenue

(collectively, the “Project”).

RECITALS

1. The Project is identified in Ramsey County’s 2024 – 2028 Transportation Improvement Program.
2. Cleveland Avenue, in the area affected by reconstruction, is designated County State Aid Highway (CSAH) 46.
3. Marshall Avenue, in the area affected by reconstruction, is designated County State Aid Highway (CSAH) 35.

4. The Project has been designated as Municipal State Aid Projects (S.A.P.) 164-020-176 and 164-020-177. Exhibit A contains columns for other projects, including S.A.P. 164-136-013, but for purposes of this Agreement, the Project only includes S.A.P. 164-020-176 and S.A.P. 164-020-177.
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 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 Ramsey County 2024 – 2028 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 Shared Construction Costs for the Project as identified on Exhibit A. The amounts set forth on Exhibit A are estimates. The final amount of Shared Construction Costs will be based on actual costs for the Project.
- 4.3 Engineering and Inspection Costs
 - 4.3.1 Engineering and inspection costs for the Project are identified on Exhibit A as “ENGINEERING AND INSPECTION” and will be equal to 25% of the total Shared Construction Costs for the Project (the “Engineering and Inspection Costs”). The County shall pay to City 50% of the Engineering and Inspection Costs.
 - 4.3.2 The amounts set forth on Exhibit A are estimates. The final amount of the Engineering and Inspection Costs will be based on actual Shared Construction Costs.

5. Payment Schedule

- 5.1 The City will invoice the County for County’s 50% share of the Shared Construction Costs at the time of substantial project completion.
- 5.2 The City will invoice the County for County’s 50% share of the Engineering and Inspection Costs at the time of substantial project completion.
- 5.3 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.
- 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. COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
- 10. 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.

11. 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 West Fourth Street
 800 CHA
 St. 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 Estochen,
 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

By: _____
Ling Becker, County Manager

Date: _____

Approval recommended:

By: _____
Brian Isaacson
Director, Public Works Department

Approved as to form:

By: _____
Assistant County Attorney