

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF SAINT PAUL FOR
Ford Parkway Bridge Erosion Remedy (County State Aid Highway 42)
And Mississippi River Boulevard Outfall Reconstruction**

Project Construction Costs:

Total	\$ 1,455,943.05
Ramsey County	\$ 957,571.00
Saint Paul	\$ 498,372.05

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 Ford Parkway Bridge Erosion Remedy and the Mississippi River Boulevard Outfall Reconstruction ("Project").

RECITALS

1. The Project is identified in Ramsey County's 2017 – 2021 Transportation Improvement Program.
2. Ford Parkway, in the area affected by the project, is designated County State Aid Highway (CSAH) 42. The Ford Parkway bridge over the Mississippi River Bridge is designated as Bridge Number 3575.
3. Mississippi River Boulevard is a city street. The Mississippi River Boulevard Bridge under Ford Parkway is designated as Bridge Number 3575A.
4. The Project has been designated by the Minnesota Department of Transportation (Mn/DOT) as eligible for County State Aid Highway funds and Municipal State Aid funds.
5. The Project has been designated as State Aid Project (S.A.P.) 062-642-010 and Municipal State Aid Project (M.S.A.) 164-020-144
6. The joint powers agreement (City Council file 93-1974) between the County and the City details maintenance responsibilities of CSAH routes and County bridges in the City.
7. The subject road segment is 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. Except for those portions identified in Section 1.2.1, the County will prepare plans, specifications, and proposals for the Project, which will include, among other things, erosion repair, retaining wall construction, and bridge approach panel replacement.
 - 1.2.1. The City will prepare plans and specifications for the reconstruction of storm sewer outfalls related to Mississippi River Boulevard to be incorporated into the plans and specifications prepared by the County.
 - 1.3. Plans for the Project showing proposed construction will be presented to the City and will be on file at Ramsey County 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 County will take bids in accordance with state law and County procedures.
 - 2.2. The County 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 City.
 - 2.3. The County will request the City's concurrence to award a contract to the lowest responsible bidder.
 - 2.4. The County will award a contract and issue payments to the contractor.
3. Responsibility for Construction Engineering, Construction Inspection, and Contract Administration
 - 3.1. Except for those portions identified in Section 3.1.1 the County shall be responsible for the construction engineering, construction surveying, and contract administration for all elements of the Project.
 - 3.1.1. The City is responsible for construction engineering and construction inspection for reconstruction of storm sewer outfalls on Mississippi River Boulevard.

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 2017 – 2021 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement will prevail.
- 4.2. Attachment A (Cost Participation Based on Engineer's Estimate) lists construction pay items and percentages of City funding responsibility as well as the total estimated City Project cost. Quantities and unit prices in Exhibit A are estimates. Actual costs shall be based on the contract unit prices and the quantities constructed.
- 4.3. Mobilization, Field Office and Broadband Services, Erosion Control Supervisor, Alternate Pedestrian Route, Portable Changeable Message Sign, and Traffic Control are defined collectively as the "Prorated Items". The City percentage of the Prorated Items is calculated as follows:

$$\text{City \% Prorated Items} = \frac{\text{(City Cost excluding the Prorated Items Cost)}}{\text{(Total Project Cost excluding the Prorated Items Cost)}}$$

The costs of the Prorated Items calculation will be based on contract unit prices and quantities at the time of contract award. No adjustments in the percentages will be made if unit prices or quantities vary during construction.

4.4. Design Engineering Costs

- 4.4.1. The County is responsible for the design engineering for the Project which includes erosion control, bridge approach panels, and the entire length of the retaining wall, with the exception of 4.4.2.
- 4.4.2. The City is responsible for the design engineering fees for the Mississippi River Boulevard outfalls.

4.5. Construction Engineering, Construction Inspection, and Contract Administration Costs

- 4.5.1. The County is responsible for the construction engineering construction inspection and contract administration for the Project, with the exception of 4.5.2

4.5.2. The City is responsible for the construction engineering and construction inspection including materials testing for the Mississippi River Boulevard outfalls. The City is also responsible for contract administration related to this portion, and will pay the County a 2% contract administration fee to cover its obligation.

5. Payment Schedule

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

5.2. The City will invoice the County for inspection services as detailed in section 7 on a monthly basis or as construction activity warrants as determined by the City.

5.3. Payment will be made within 35 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 continue to own and maintain the Ford Parkway (CSAH 42), associated roadway elements located within the Ford Parkway Right of Way, and Bridge Number 3575.

6.1.2. The City will continue to own and maintain Mississippi River Boulevard, the associated roadway elements and Bridge Number 3575A located within the City Right of Way.

6.1.3. The County will own and maintain the retaining wall constructed under this project that is under the Mississippi River Boulevard Bridge between the Ford Bridge pier 5 columns.

6.1.4. The City will own and maintain the retaining wall constructed under this project that is under the Mississippi River Boulevard Bridge outside of the Ford Bridge pier 5 columns.

6.1.5. The City will continue to maintain CSAH 42 and Bridge 3575 and perform bridge inspection on Bridge 3575 in accordance with the Joint Powers Agreement.

6.1.6. The City will continue to own and maintain the storm sewer outfalls on Mississippi River Boulevard.

7. The City grants the County 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 County.

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.

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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: _____

Approved as to Form:

By: _____
City Attorney

RAMSEY COUNTY, MINNESOTA

Julie Kleinschmidt, County Manager

Date: _____

Approval recommended:

Ted Schoenecker, Director
Public Works Department

Approved as to form:

Assistant County Attorney

Project Ford Parkway Bridge Erosion Remedy
and Mississippi River Boulevard Outfall Reconstruction

Group 1 100% Ramsey County (S.A.P. 062-642-010)
Erosion Control, Wall (Between Ford Piers, and Concrete Approach Panels)

S.A.P. 62-642-010
Group 1

ITEM NUMBER	ITEM	UNIT	ESTIMATED QUANTITY	GROUP 1 QUANTITY	LOW BID UNIT PRICE	AMOUNT
2021.501	MOBILIZATION	LUMP SUM	1	0.66	\$ 70,000.00	\$ 46,200.00
2031.501	FIELD OFFICE AND LABORATORY - BROADBAND SERVICES	LUMP SUM	1	0.66	\$ 10,000.00	\$ 6,600.00
2101.511	CLEARING AND GRUBBING	LUMP SUM	1	0.5	\$ 50,000.00	\$ 25,000.00
2104.501	REMOVE CONCRETE RETAINING WALL	LIN FT	84	48	\$ 300.00	\$ 14,400.00
2104.505	REMOVE CONCRETE APPROACH PANEL	SQ YD	117	117	\$ 100.00	\$ 11,700.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	3	3	\$ 400.00	\$ 1,200.00
2104.601	REMOVE MISCELLANEOUS DEBRIS	LUMP SUM	1	1	\$ 35,000.00	\$ 35,000.00
2105.511	CHANNEL AND POND EXCAVATION (EV)	CU YD	1435	1435	\$ 150.00	\$ 215,250.00
2105.523	COMMON BORROW (CV)	CU YD	60	8	\$ 70.00	\$ 560.00
2105.607	COMMON BORROW SPECIAL (CV)	CU YD	245	245	\$ 160.00	\$ 39,200.00
2105.607	EXCAVATION SPECIAL	CU YD	5	5	\$ 850.00	\$ 4,250.00
2123.610	STREET SWEEPER WITH VACUUM PICKUP	HOUR	20	11	\$ 223.00	\$ 2,453.00
2211.503	AGGREGATE BASE CLASS 5 (CV)	CU YD	5	5	\$ 210.00	\$ 1,050.00
2232.501	MILL BITUMINOUS SURFACE	SQ YD	83	83	\$ 26.25	\$ 2,178.75
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	10	10	\$ 7.00	\$ 70.00
2360.501	TYPE SP12.5 WEARING COURSE MIX (4,E)	TON	7	7	\$ 743.00	\$ 5,201.00
2401.501	STRUCTURAL CONCRETE (1G52)	CU YD	11	11	\$ 1,280.00	\$ 14,080.00
2401.501	STRUCTURAL CONCRETE (3B52)	CU YD	17	16	\$ 4,000.00	\$ 64,000.00
2401.541	REINFORCEMENT BARS (EPOXY COATED)	POUND	1996	1996	\$ 3.00	\$ 5,988.00
2402.602	ACCESS DOOR	EACH	1	1	\$ 6,440.00	\$ 6,440.00
2406.531	EXPANSION JOINTS, DESIGN E8H	LIN FT	83	83	\$ 200.00	\$ 16,600.00
2406.553	BRIDGE APPROACH PANEL	SQ YD	117	117	\$ 495.00	\$ 57,915.00
2451.503	GRANULAR BACKFILL (CV)	CU YD	225	200	\$ 110.00	\$ 22,000.00
2451.505	AGGREGATE BACKFILL (CV)	CU YD	10	10	\$ 120.00	\$ 1,200.00
2451.601	STRUCTURE EXCAVATION	LUMP SUM	1	1	\$ 8,100.00	\$ 8,100.00
2503.602	CONSTRUCT BULKHEAD	EACH	1	1	\$ 5,500.00	\$ 5,500.00
2511.501	RANDOM RIPRAP CLASS III	CU YD	715	715	\$ 230.00	\$ 164,450.00
2511.515	GEOTEXTILE FILTER TYPE VII	SQ YD	1750	1500	\$ 20.00	\$ 30,000.00
2520.501	LEAN MIX BACKFILL	CU YD	275	275	\$ 360.00	\$ 99,000.00
2563.601	TRAFFIC CONTROL	LUMP SUM	1	0.66	\$ 14,500.00	\$ 9,570.00
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	1	0.66	\$ 2,000.00	\$ 1,320.00
2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	120	55	\$ 1.00	\$ 55.00
2573.505	FLOTATION SILT CURTAIN TYPE MOVING WATER	LIN FT	730	365	\$ 42.00	\$ 15,330.00
2573.530	STORM DRAIN INLET PROTECTION	EACH	16	8	\$ 150.00	\$ 1,200.00
2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1	0.66	\$ 4,900.00	\$ 3,234.00
2574.525	COMMON TOPSOIL BORROW	CU YD	89	33	\$ 65.00	\$ 2,145.00
2575.501	SEEDING	ACRE	0.16	0.06	\$ 15,625.00	\$ 937.50
2575.502	SEED MIXTURE 25-131	POUND	26	11	\$ 2.25	\$ 24.75
2575.502	SEED MIXTURE 34-261	POUND	2	1	\$ 31.00	\$ 31.00
2575.523	EROSION CONTROL BLANKETS 3N	SQ YD	454	142	\$ 11.00	\$ 1,562.00
2575.523	EROSION CONTROL BLANKETS 4N	SQ YD	355	190	\$ 64.00	\$ 12,160.00
2575.601	TURF REINFORCEMENT MAT SPECIAL	SQ YD	96	96	\$ 46.00	\$ 4,416.00

\$ 957,571.00

Project Ford Parkway Bridge Erosion Remedy
and Mississippi River Boulevard Outfall Reconstruction

Group 2 100% City of Saint Paul (S.A.P. 164-020-144)
Wall (Outside Ford Piers)

S.A.P. 164-020-144

Group 2

ITEM NUMBER	ITEM	UNIT	ESTIMATED QUANTITY	GROUP 2 QUANTITY	LOW BID UNIT PRICE	AMOUNT
2021.501	MOBILIZATION	LUMP SUM	1	0.23	\$ 70,000.00	\$ 16,100.00
2031.501	FIELD OFFICE AND LABORATORY - BROADBAND SERVICES	LUMP SUM	1	0.23	\$ 10,000.00	\$ 2,300.00
2101.502	CLEARING	TREE	7	7	\$ 1,500.00	\$ 10,500.00
2104.501	REMOVE CONCRETE RETAINING WALL	LIN FT	84	36	\$ 300.00	\$ 10,800.00
2104.501	REMOVE UTILITY CONDUIT	LIN FT	135	135	\$ 35.00	\$ 4,725.00
2105.523	COMMON BORROW (CV)	CU YD	60	52	\$ 70.00	\$ 3,640.00
2105.607	PERMEATION INJECTION OF POLYURETHANE GROUT	CU YD	156	156	\$ 469.00	\$ 73,164.00
2123.610	STREET SWEEPER WITH VACUUM PICKUP	HOUR	20	4	\$ 223.00	\$ 892.00
2401.501	STRUCTURAL CONCRETE (3852)	CU YD	17	1	\$ 4,000.00	\$ 4,000.00
2411.507	CONCRETE INLET STRUCTURE	EACH	2	2	\$ 6,050.00	\$ 12,100.00
2411.604	SHOTCRETE	SQ YD	32	32	\$ 1,025.00	\$ 32,800.00
2451.503	GRANULAR BACKFILL (CV)	CU YD	225	25	\$ 110.00	\$ 2,750.00
2461.607	CELLULAR CONCRETE	CU YD	235	235	\$ 553.00	\$ 129,955.00
2502.521	8" PVC PIPE DRAIN	LIN FT	120	120	\$ 70.00	\$ 8,400.00
2502.601	DRAINAGE SYSTEM	LUMP SUM	1	1	\$ 10,000.00	\$ 10,000.00
2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	2	2	\$ 1,300.00	\$ 2,600.00
2511.515	GEOTEXTILE FILTER TYPE V	SQ YD	78	78	\$ 20.00	\$ 1,560.00
2563.601	TRAFFIC CONTROL	LUMP SUM	1	0.23	\$ 14,500.00	\$ 3,335.00
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	1	0.23	\$ 2,000.00	\$ 460.00
2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	120	55	\$ 1.00	\$ 55.00
2572.501	TEMPORARY FENCE	LIN FT	200	200	\$ 2.90	\$ 580.00
2572.505	PRUNE TREES	HOUR	8	8	\$ 375.00	\$ 3,000.00
2573.530	STORM DRAIN INLET PROTECTION	EACH	16	8	\$ 150.00	\$ 1,200.00
2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1	0.23	\$ 4,900.00	\$ 1,127.00
2574.525	COMMON TOPSOIL BORROW	CU YD	89	36	\$ 65.00	\$ 2,340.00
2575.501	SEEDING	ACRE	0.16	0.07	\$ 65.00	\$ 4.55
2575.502	SEED MIXTURE 25-131	POUND	26	15	\$ 2.25	\$ 33.75
2575.523	EROSION CONTROL BLANKETS 3N	SQ YD	454	312	\$ 11.00	\$ 3,432.00

\$ 341,853.30

Project Ford Parkway Bridge Erosion Remedy
and Mississippi River Boulevard Outfall Reconstruction

Group 3 100% City of Saint Paul (Local Funds)
Mississippi River Boulevard Outfall Reconstruction

Local Funds
Group 3

ITEM NUMBER	ITEM	UNIT	ESTIMATED QUANTITY	GROUP 3 QUANTITY	LOW BID UNIT PRICE	AMOUNT
2021.501	MOBILIZATION	LUMP SUM	1	0.11	\$ 70,000.00	\$ 7,700.00
2031.501	FIELD OFFICE AND LABORATORY - BROADBAND SERVICES	LUMP SUM	1	0.11	\$ 10,000.00	\$ 1,100.00
2101.511	CLEARING AND GRUBBING	LUMP SUM	1	0.5	\$ 50,000.00	\$ 25,000.00
2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	2	2	\$ 500.00	\$ 1,000.00
2123.610	STREET SWEEPER WITH VACUUM PICKUP	HOUR	20	5	\$ 223.00	\$ 1,115.00
2301.602	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	100	100	\$ 75.00	\$ 7,500.00
2503.511	12" PVC PIPE SEWER	LIN FT	2	2	\$ 400.00	\$ 800.00
2511.515	GEOTEXTILE FILTER TYPE VII	SQ YD	1750	250	\$ 5.00	\$ 1,250.00
2512.517	GABION	CU YD	90	90	\$ 900.00	\$ 81,000.00
2563.601	TRAFFIC CONTROL	LUMP SUM	1	0.11	\$ 14,500.00	\$ 1,595.00
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	1	0.11	\$ 2,000.00	\$ 220.00
2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	120	10	\$ 1.00	\$ 10.00
2573.505	FLOTATION SILT CURTAIN TYPE MOVING WATER	LIN FT	730	365	\$ 42.00	\$ 15,330.00
2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1	0.11	\$ 4,900.00	\$ 539.00
2574.525	COMMON TOPSOIL BORROW	CU YD	89	20	\$ 65.00	\$ 1,300.00
2575.501	SEEDING	ACRE	0.16	0.03	\$ 15,625.00	\$ 468.75
2575.502	SEED MIXTURE 34-261	POUND	2	1	\$ 31.00	\$ 31.00
2575.523	EROSION CONTROL BLANKETS 4N	SQ YD	355	165	\$ 64.00	\$ 10,560.00

\$ 156,518.75

**Funding Summary Based on Low Bid
Ramsey County Public Works**

**Agreement Number PUBW2017-05R
Attachment A**

**Ford Parkway Erosion Control Remedy and
Mississippi River Boulevard Outfall Stabilization**

**Project Number P-3365
S.A.P. Number 062-042-10
S.A.P. 164-020-144**

	Total	Ramsey County	Saint Paul
Group 1			
Erosion Control Stabilization and East Bridge Approach Panel			
Construction	\$ 957,571.00	\$ 957,571.00	
Engineering (24%)	\$229,817.04	\$229,817.04	
Group 2			
Retaining Wall			
Construction	\$ 341,853.30		\$ 341,853.30
Engineering (24%)	\$82,044.79	\$82,044.79	
Group 3			
MRB Outfall Stabilization			
Construction	\$ 156,518.75	\$-	\$ 156,518.75
Engineering (2%)*	\$ 3,130.38	\$-	\$3,130.38
Totals			
Construction	\$ 1,455,943.05	\$ 957,571.00	\$ 498,372.05
Engineering	\$314,992.21	\$311,861.83	\$3,130.38
Total	\$ 1,770,935.26	\$ 1,269,432.83	\$ 501,502.43

* Construction engineering provided under a separate City contract.