RAMSEY COUNTY COOPERATIVE AGREEMENT WITH THE CITY OF ST. PAUL FOR 2024 Dale Street Safety Conversion Project County State Aid Project 062-653-016 Municipal State Aid Project 164-020-174 Highway Safety Improvement Program (HSIP # 6224(053))

Total Project Cost: \$5,815,384.95

Ramsey County Cost: \$5,415,686.91

City of St. Paul Cost: \$399,698.03

Attachments:

Exhibit A – Project Location Map Exhibit B – Engineer's Estimate

This Agreement is between the City of St. Paul, a municipal corporation ("City") and Ramsey County, a political subdivision of the State of Minnesota, ("County").

WHEREAS, The Project Limits are defined as Dale Street (County State Aid Highway 53) between Como Avenue/Front Avenue (County State Aid Highway 32) within the City of Saint Paul on the south, and Lovell Avenue within the City of Roseville on the north ("Project Limits"), as shown on Exhibit A attached hereto; and

WHEREAS, within the Project Limits, Dale Street is designated County State Aid Highway (CSAH) 53; and

WHEREAS, this Agreement covers those portions of the Project (as such term is hereinafter defined) that are located within the City of Saint Paul; and

WHEREAS, within the Project Limits, Maryland Avenue, Wheelock Parkway, Arlington Avenue, and Larpenteur Avenue are located within the City and are City rights-of-way, and County Road B is located within the City and the City of Roseville; and

WHEREAS, as part of the Project, the City and County desire to reconstruct the traffic signals at the intersections of Maryland Avenue and Dale Street (the "Maryland/Dale Intersection") and Arlington Avenue and Dale Street (the "Arlington/Dale Intersection"), and to modify the traffic signals at the intersections of Wheelock Parkway and Dale Street (the "Wheelock/Dale Intersection") and Larpenteur Avenue and Dale Street (the "Larpenteur/Dale Intersection"), all within the Project Limits (collectively, the "Traffic Signal Work"); and

WHEREAS, as part of the Project, the County also intends to perform pavement rehabilitation on Dale Street within the Project Limits in which the City will not participate,

but in conjunction with such pavement rehabilitation work the City has requested that the County replace 27 casting assemblies on Dale Street on behalf of the City and at City's cost (the "Casting Assembly Work"); and

WHEREAS, the traffic signal reconstruction and modifications, pavement rehabilitation, replacement of casting assemblies, and all other work that is referenced in Exhibit "B" attached hereto are collectively referred to herein as the "Project";

WHEREAS, portions of the Project have been designated for funding by the Minnesota Department of Transportation ("Mn/DOT") as eligible for County State Aid Highway ("CSAH") funds, and for federal funding; and

WHEREAS, portions of the Project have been designated for funding by County State Aid Project (S.A.P. # 062-653-016), Municipal State Aid Project (S.A.P # 164-020-168) and Highway Safety Improvement Program (HSIP # 6224(053));

WHEREAS, the Dale Street Safety Conversion is identified in Ramsey County's 2024-2028 Transportation Improvement Program for roadway pavement preservation improvements; and

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

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 for the Traffic Signal Work at the Maryland/Dale Intersection, the Arlington/Dale Intersection, and the Wheelock/Dale Intersection (including plans for all traffic signals, traffic signal cabinets, emergency vehicle equipment, and accessible pedestrian signals for such Traffic Signal Work), to be approved by the County.
 - 1.3. The County will prepare plans for the pavement rehabilitation improvements and the Casting Assembly Work.
 - 1.4. Final approved traffic signal plans for the Traffic Signal Work showing proposed construction will be presented to the County and will be on file at both the St. Paul Public Works Department and the Ramsey County Public Works Department.
 - 1.5. 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 both parties.

- 2. Responsibility for the Right of Way Plan and Acquisition
 - 2.1. There is no Right-of-Way being acquired for the Project.
- 3. Procurement and Award of Contract
 - 3.1. The County will take bids for the Project in accordance with state law and County procedures.
 - 3.2. 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.
 - 3.3. The County will award a contract to the lowest responsible bidder.
- 4. Responsibility for Construction Engineering
 - 4.1. The County shall perform the construction engineering for all elements of the Project (except for inspections of the three Saint Paul traffic signals, which shall be completed by the City).
- 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 2023 2027 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement will prevail.
 - 5.1.1. Exhibit B provides a designation of the pay items and the Engineer's Estimated costs for the Project. As more fully set forth on Exhibit B:
 - (a) County and City will each be responsible for 50% of the costs of the Traffic Signal Work at the Arlington/Dale Intersection and the Wheelock/Dale Intersection;
 - (b) County will be responsible for 75% and City will be responsible for 25% of the costs of the Traffic Signal Work at the Maryland/Dale Intersection:
 - (c) County will be responsible for 100% of the costs of the Traffic Signal Work at the Larpenteur/Dale Intersection;
 - (d) City will be responsible for 100% of the cost of the Casting Assembly Work; and
 - (e) County will be responsible for 100% of the pavement rehabilitation improvements portion of the Project.

Quantities and unit prices shown in Exhibit B are estimates. Actual costs shall be based on the contract unit prices and the quantities constructed, determined after Project completion, and the City's and County's respective financial obligations hereunder shall be adjusted based on such actual final costs.

- 5.1.2. In addition to the cost-sharing responsibilities set forth in Section 5.1.1 above, the parties acknowledge and agree that City will furnish new traffic signal cabinets and emergency vehicle equipment (itemized separately from the signal systems) for the Traffic Signal Work at the Maryland/Dale Intersection and the Arlington/Dale Intersection (the "City-Furnished Materials"). County shall reimburse City for:
 - (a) 50% of the actual cost of the City-Furnished Materials for the Arlington/Dale Intersection; and
 - (b) 75% of the actual cost of the City-Furnished Materials for the Maryland/Dale Intersection.

5.2. Design Engineering Costs

- 5.2.1. The County shall pay the City a design engineering fee equal to 12% of the County's share of the costs of the Traffic Signal Work for the Arlington/Dale Intersection, the Wheelock/Dale Intersection, and the Maryland/Dale Intersection (but not the Larpenteur/Dale Intersection).
- 5.2.2. City-Furnished Materials shall not be subject to design engineering fees.
- 5.2.3. The City shall pay the County a design engineering fee equal to 12% of the City's share of the cost of the Casting Assembly Work.

5.3. Construction Engineering Costs

- 5.3.1. The County shall pay the City a construction engineering fee equal to 12% of the County's share of the costs of the Traffic Signal Work for the Arlington/Dale Intersection, the Wheelock/Dale Intersection, and the Maryland/Dale Intersection (but not the Larpenteur/Dale Intersection).
- 5.3.2. City-Furnished Materials shall not be subject to construction engineering fees.
- 5.3.3. The City shall pay the County a construction engineering fee equal to 12% of the City's share of the cost of the Casting Assembly Work.

6. Payment Schedule

- 6.1. The City will provide to the County a preliminary invoice for all design engineering fees owed by County for Traffic Signal Work at Project construction plan completion when final plans are approved and signed by all parties for all elements of the Project.
- 6.2. The County will provide to the City a preliminary invoice for all design engineering fees owed by City for to Casting Assembly Work at Project construction plan completion when final plans are approved and signed by all parties for all elements of the Project.
- 6.3. After offsetting the lesser invoice from the amount due of the greater invoice, the party with the remaining balance will invoice the remainder as soon as possible.
- 6.4. The County will invoice construction costs (not including construction engineering fees) monthly and at the time of substantial project completion based on the payments made to the contractor.
- 6.5. City will provide the County a preliminary invoice for all City-Furnished Materials as identified in Section 5.1.2.
- 6.6. City will provide to the County a preliminary invoice for all construction engineering costs owed by County for Traffic Signal Work at the time of substantial project completion.
- 6.7. County will provide to the City a preliminary invoice for all construction engineering costs owed by City for Casting Assembly Work at the time of substantial project completion.
- 6.8. At substantial project completion, County will prepare and provide to the City a final invoice for all remaining amounts due from City, reconciling and providing applicable credits and deductions for all of the foregoing City and County invoices and accounting for payments of such invoices made by City and/or County, as applicable. This final invoice may be combined with the construction engineering invoice for the Casting Assembly Work described in Section 6.7 above.
- 6.9. All invoices must include backup documentation supporting the charges, fees and costs as reasonably required by the other party.
- 6.10. Payment will be made within 35 days of receipt of an invoice (not including "preliminary invoices").
- 7. Ownership and Maintenance Responsibility for Project Elements
 - 7.1. The joint powers agreement between the County and the City, County Resolution

93-643 and City Council File 93-1974, details maintenance responsibilities and costs on the County Road system in the City.

- 8. The City grants the County temporary construction permits and easements 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.
- 9. 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.
- 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 West 4th St St. Paul, MN 55102 Attention: Nick Peterson

If to the COUNTY: Ramsey County Public Works

1425 Paul Kirkwold Drive Arden Hills, MN 55112

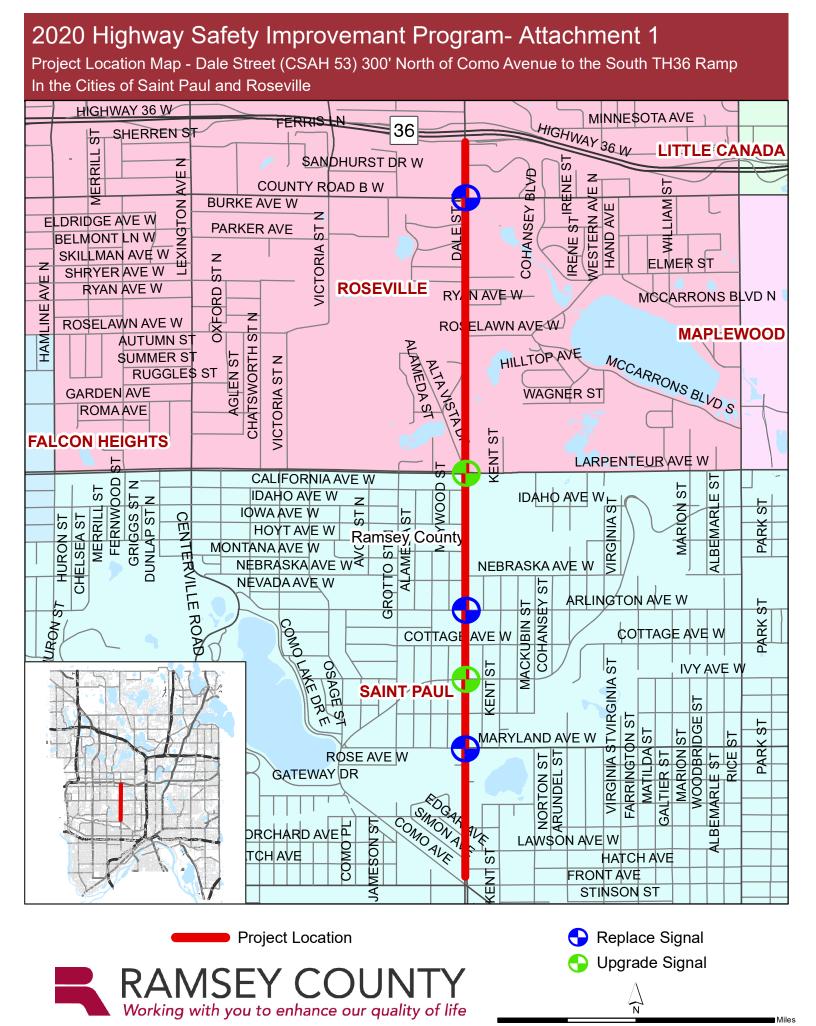
Attention: Brad Estochen, Ramsey County Engineer

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CITY OF ST. PAUL, MINNESOTA		
By: Mayor	Date:	
By: Director of Public Works	Date:	
Approved by the Office of Financial Services:		
Ву:		
Approved as to Form:		
By: City Attorney		

Johanna Berg, County Manager Approval recommended: Brad Estochen, Ramsey County Engineer Public Works Department Approved as to form: Assistant County Attorney

RAMSEY COUNTY, MINNESOTA



						PARTICIP		PARTICIPATING					
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	Engineer's Estimate			7/12/20	24		062-653-016 100%	SAP 16	4-020-173 00%	50	54-020-173 %/50% County/CoSP	75°	4-020-173 %/25% County/CoSP
ITEM NUMBER	ITEM	UNIT	TOTAL ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED QUANTITY	AMOUNT	ESTIMATED QUANTITY	AMOUNT	ESTIMATED QUANTITY	AMOUNT	ESTIMATED QUANTITY	AMOUNT
2021.501	MOBILIZATION	LUMP SUM	1	\$250,000.00	\$250,000.00	0.8338	\$208,457.41			0.0863	\$21,579.78	0.0714	\$17,852.91
2101.502	CLEARING	EACH	2	\$500.00	\$1,000.00	2	\$1,000.00						
2101.502	GRUBBING	EACH	2	\$500.00	\$1,000.00	2	\$1,000.00						
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	250	\$1.00	\$250.00	250	\$250.00						
2104.502	REMOVE SIGN TYPE C	EACH	237	\$55.00	\$13,035.00	237	\$13,035.00						
2104.502	REMOVE SIGNAL SYSTEM A	EACH	1	\$18,000.00	\$18,000.00							1	\$18,000.00
	REMOVE SIGNAL SYSTEM B	EACH	1	\$18,000.00	\$18,000.00					1	\$18,000.00		
2104.502	REMOVE SIGNAL SYSTEM D	EACH	1	\$10,000.00	\$10,000.00	1	\$10,000.00						
	SALVAGE SIGN TYPE C	EACH	5	\$55.00	\$275.00	5	\$275.00						
	REMOVE PIPE SEWERS	LIN FT	152	\$20.00	\$3,040.00	152	\$3,040.00						
	REMOVE CURB & GUTTER	LIN FT	4,141	\$10.00	\$41,410.00	4,141	\$41,410.00						
2104.503	REMOVE CHAIN LINK FENCE	LIN FT	30	\$20.00	\$600.00	30	\$600.00						
2104.503	REMOVE GUARDRAIL	LIN FT	2,175	\$10.00	\$21,750.00	2,175	\$21,750.00						
2104.504	REMOVE BITUMINOUS PAVEMENT (P)	SQ YD	2,215.9	\$17.00	\$37,670.30	2,215.9	\$37,670.30						
2104.518	REMOVE BITUMINOUS WALK	SQ FT	1,768	\$2.25	\$3,978.00	1768	\$3,978.00						
	REMOVE CONCRETE SIDEWALK	SQ FT	7,367	\$2.25	\$16,575.75	7367	\$16,575.75						
	REMOVE CONCRETE MEDIAN	SQ FT	925	\$7.00	\$6,475.00	925	\$6,475.00						
	REMOVE & REPLACE BITUMINOUS PAVEMENT	SQ FT	13,025	\$11.00	\$143,275.00	13025	\$143,275.00						
	COMMON EXCAVATION (P)	CU YD	82.4	\$80.00	\$6,592.00	82.4	\$6,592.00						
	STREET SWEEPER (WITH VACUUM PICKUP)	HOUR	50	\$185.00	\$9,250.00	50	\$9,250.00						
	AGGREGATE BASE (CV) CLASS 6 (P) MILL BITUMINOUS SURFACE (2.0")	CU YD	165 74,522	\$80.00 \$1.80	\$13,216.00 \$134,139.60	165 74,522	\$13,216.00 \$134,139.60					1	
	DRILL & GROUT REINF BAR (EPOXY COATED)	SQ YD EACH	45	\$1.80	\$134,139.60	45	\$134,139.60						
	JOINT REPAIR (TYPE A1)	LIN FT	75	\$10.00	\$750.00	75	\$750.00						
	FULL DEPTH REPAIR (TYPE CD-HV)	LIN FT	9	\$150.00	\$1,350.00	9	\$1,350.00						
	PAVEMENT REPLACEMENT (TYPE CX)	SQ YD	21	\$200.00	\$4,200.00	21	\$4,200.00						
	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	5,963	\$2.75	\$16,398.25	5,963	\$16,398.25						
	TYPE SP 9.5 BIT MIXTURE FOR PATCHING	TON	104.3	\$220.00	\$22,946.00	104.3	\$22,946.00					1	
	TYPE SP 9.5 WEARING COURSE MIXTURE (4,C)	TON	8,571	\$110.00	\$942,810.00	8,571	\$942,810.00					1	
	12" PVC PIPE SEWER	LIN FT	16	\$75.00	\$1,200.00	16	\$1,200.00						
	12" RC PIPE SEWER	LIN FT	16	\$75.00	\$1,200.00	16	\$1,200.00						
	18" RC PIPE SEWER	LIN FT	16	\$75.00	\$1,200.00	16	\$1,200.00						
	24" RC PIPE SEWER	LIN FT	16	\$75.00	\$1,200.00	16	\$1,200.00						
	CONNECT TO EXISTING STORM SEWER	EACH	40	\$1,200.00	\$48,000.00	40	\$48,000.00						
2504.602	REPAIR VALVE BOX	EACH	6	\$1,500.00	\$9,000.00	6	\$9,000.00						
2504.602	ADJUST VALVE BOX	EACH	6	\$800.00	\$4,800.00	6	\$4,800.00						
2506.502	CASTING ASSEMBLY (A)	EACH	27	\$1,300.00	\$35,100.00			27	\$35,100.00				
2506.502	ADJUST FRAME & RING CASTING	EACH	4	\$1,300.00	\$5,200.00	4	\$5,200.00						
2506.503	CONST DRAINAGE STRUCTURE DESIGN TYPE 7B	LIN FT	50.39	\$1,200.00	\$60,468.00	50.39	\$60,468.00						
2506.503	RECONSTRUCT DRAINAGE STRUCTURE	LIN FT	42.7	\$1,275.00	\$54,442.50	42.7	\$54,442.50						
	CASTING ASSEMBLY SPECIAL (LP4)	EACH	12	\$4,000.00	\$48,000.00	12	\$48,000.00						
2506.602	ADJUST FRAME & RING CASTING (SPECIAL)	EACH	3	\$1.00	\$3.00	3	\$3.00						
	REPAIR DRAINAGE STRUCTURE	EACH	9	\$2,700.00	\$24,300.00	9	\$24,300.00						
	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	889	\$20.00	\$17,780.00	889	\$17,780.00						
	6" CONCRETE WALK	SQ FT	17,546	\$15.00	\$263,190.00	17,546	\$263,190.00						
	CONCRETE CURB & GUTTER DESIGN B418	LIN FT	4,039	\$45.00	\$181,755.00	4,039	\$181,755.00						
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	1,801	\$45.00	\$81,045.00	1,801	\$81,045.00						

Engineer's Estimate 7/12/2024 SP 99-(-23-418) SP 180-(-23-418) SP 180-(-								PARTICI		PARTICIPATING				
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Construction Engineering (12.0%)			ı	0.0250			_			•		·		\$ 335,16
										•		•		\$ 40,22
	-			2230				·						\$375,38

Engineer's Estimate 7/12/2024 SP 062-653-016 100% SAP 164-020-173 50%/50% Ramsey County/CoSP TOTAL ESTIMATED ON ANTITY ON ANTITY ESTIMATED ON ANTITY SP 062-653-016 100% SAP 164-020-173 50%/50% Ramsey County/CoSP TOTAL ESTIMATED ON ANTITY ESTIMATED ESTIMATED ESTIMATED ON ANTITY ON ANTITY TOTAL ESTIMATED ESTIMATED ESTIMATED ON ANTITY ON ANTITY TOTAL ESTIMATED ESTIMATED ESTIMATED ESTIMATED			PARTICIF	PARTICIPATING										
Engineer's Estimate 7/12/2024 SP 062-653-016 100% SAP 164-020-173 50%/50% Ramsey County/CoSP TOTAL ESTIMATED CHANTITY OUANTITY SAP 164-020-173 50%/50% Ramsey County/CoSP ESTIMATED ESTIMATED ESTIMATED OUANTITY OUANTITY TOTAL ESTIMATED ESTIMATED OUANTITY OUANTITY TOTAL ESTIMATED ESTIMATED ESTIMATED ESTIMATED ESTIMATED ESTIMATED	DALE	ELL AVENI	AVENUE											
ITEM ESTIMATED ESTIMATED ESTIMATED ESTIMATED ESTIMATED ESTIMATED	Engir	eer's Estimate		7/12/2024			SP 062-653-016		SAP 164-020-173		50%/50%		SAP 164-020-173 75%/25% Ramsey County/CoSP	
		ITEM	UNIT	ESTIMATED	UNIT PRICE	AMOUNT	_	AMOUNT	_					AMOUNT

Total: \$5,815,384.95

\$ \$ 5,415,686.91 399,698.03 \$4,852,797.00

\$251,183.94 \$251,183.94

\$44,612.10

\$311,705.98 \$103,901.99

Estimated Project Cost:

Ramsey County St. Paul Roseville