

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH CITY OF SAINT PAUL**

Maryland Avenue at Prosperity Avenue
Maryland Avenue at Clarence Street
Intersection Reconstruction

Estimated Amount Receivable
from City of Saint Paul:

S.A.P. 62-631-11, M.S.A.P. 164-020-116
M.S.A.P. 164-020-115

Right-of-Way (see attached Est.):
\$362,050.00

Minn. Proj. HSIP 6211(048)
S.P. 62-631-06, M.S.A.P. 164-020-115

Construction Costs	\$783,093.30
Prosperity EVP	\$4,500.00
Ramsey County share of lighting	\$4,000.00
Design Engineering (9%)	\$70,478.40
Construction Engineering (12%)	<u>\$93,971.20</u>
TOTAL	<u>\$1,318,092.90</u>

Attachments:

Right of Way Estimate (Exhibit A)
Right-of-Way Plan (Exhibit B)
Parcel 18 Drawing (Exhibit C)
Ramsey County Public Works Cost Participation Policy (Exhibit D)
Engineers Estimate (Exhibit E)

Estimated Amount Payable
To City of Saint Paul:

Traffic Signal Design Eng. (10%)	\$50,000.00
Traffic Lighting Design Eng (10%)	\$14,306.00
Traffic Signing Design Eng (10%)	\$202.50
Traffic Pave. Mkgs. Eng. (10%)	\$4,001.76
TOTAL	<u>\$68,510.26</u>

THIS AGREEMENT, by and between the City of Saint Paul, a municipal corporation, hereinafter referred to as the "City," and Ramsey County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the City and the County desire to reconstruct and rebuild the intersections of Maryland Avenue at Prosperity Avenue and at Clarence Street; and

WHEREAS, Maryland Avenue, in the area affected by reconstruction, is designated County State Aid Highway 31 and is in the City; and

WHEREAS, preliminary studies and reports conducted by the City and County indicate that it is feasible, practical, and technically proper to provide for the reconstruction of the intersections of Maryland Avenue at Prosperity Avenue and at Clarence Street; and

WHEREAS, the County has prepared or will prepare the necessary designs, plans, specifications, estimates, proposals and approvals for the reconstruction of Maryland Avenue at Prosperity Avenue in accordance with funding requirements to accept bids for this project and will incorporate agreed-upon City-prepared items into the Plans and Specifications; and

WHEREAS, the City has prepared or will prepare the necessary designs, plans, specifications, estimates, proposals and approvals for the reconstruction of Maryland Avenue at Clarence Street and will incorporate said documents into the plans, specifications, estimates and proposals as prepared by the County; and

WHEREAS, the City has prepared, or will prepare, for incorporation into the Maryland Avenue at Prosperity Avenue plan set, those sections of the plans relating to street lighting, traffic signals, traffic signing, and pavement markings for the area affected by construction; and

WHEREAS, the intersection reconstruction of Maryland Avenue at Prosperity Avenue is designated as eligible for a grant of Federal Funds under Minnesota Project Highway Safety Improvement Program [Minn.Proj. HSIP 6211 (048)]; and

WHEREAS, the intersection reconstruction of Maryland Avenue at Prosperity Avenue has been designated as eligible for County State Aid Highway (CSAH) fund reimbursement as S.P. 62-631-06; and

WHEREAS, the reconstruction of the Maryland Avenue at Clarence Street intersection is designated as eligible for Municipal State Aid Highway (MSAH) funds under M.S.A.P. 164-020-116; and

WHEREAS, plans for this project provide for the reconstruction of the existing intersection on Maryland Avenue at Clarence Street and on Maryland Avenue at Prosperity Avenue by widening Maryland Avenue to provide for eastbound to northbound and westbound to southbound left turn lanes; and

WHEREAS, plans for this project provide for reconstruction of the existing traffic signals on Maryland Avenue at Clarence Street and on Maryland Avenue at Prosperity Avenue to provide left turn phasing on Maryland Avenue for the eastbound to northbound and westbound to southbound left turn movements at Prosperity Avenue; and

WHEREAS reconstruction of the afore mentioned projects will provide for reconstruction of sidewalks on both sides of Maryland Avenue within the project grading limits; and

WHEREAS, plans for this project as identified by S.P. 62-631-06, and Minn. Proj. HSIP 6211(048) showing proposed intersection reconstruction, alignment, profiles, grades and cross-sections for the improvements of Maryland Avenue at Prosperity Avenue within the limits of the City as a Federally Assisted CSAH project have been presented to the City; and

WHEREAS, the grading and widening provisions require acquisition of certain Right-of-Way (ROW) and temporary construction and slope easements prior to construction; and

WHEREAS, the County is utilizing the consultant staff of ProSource Technologies, Inc in acquiring necessary easements and ROW for both the County project at Maryland Avenue and Prosperity Avenue and the City project at Maryland Avenue at Clarence Street, as determined by the project grading limits, under a separate right of way project, S.A.P. 62-631-11, S.A.P. 164-020-116, utilizing County and Municipal State Aid funds for reimbursable costs; and

WHEREAS, the project elements include, but are not necessarily limited to:, grading, paving, sidewalks, boulevard landscaping, utility adjustments, concrete curb and gutter, storm sewers, traffic control signals and street lights; and

WHEREAS, the County will bid the projects together to allow for one contract, prepare an Abstract of Bids and Cost Participation Summary, request the City's concurrence to award a contract, award a contract and pay the contractor from Federal Aid, State Aid, Municipal State Aid Highway and local funds identified for the project.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Prior to the County awarding a Contract, the County shall first receive concurrence from the City to award the Contract to the lowest responsible bidder.
2. Upon awarding the Contract the County shall perform, or have contracted out, the duties related to, and/or pertaining to, construction inspection for improvements to Maryland Avenue at Prosperity Avenue and Clarence Street.
3. The City and County shall acquire and pay for all ROW and easements required for implementation of the project within the grading limits shown on the plan and as set forth herein.
4. All City owned ROW and temporary construction easements within the limits of the project are hereby granted to the County for Project use during construction.
5. The County and City will utilize the consultant staff of ProSource Technologies, Inc for ROW acquisition services on the project. The County will pay the Consultant and the City will reimburse the County for those services related to Parcels 1, 2, 7, 8, 9, 10, and 11 as identified in the attached ROW plans.

6. Any easements and ROW acquisition that cannot be negotiated with the affected property owner will be acquired through Eminent Domain proceedings. The County will utilize the County Attorney to provide legal services as necessary to pursue Eminent Domain as it relates to ROW and easement acquisition with respect to parcels 3, 4, 5, 6, 13, 14, 15, 16 and 17 as identified in the attached ROW plan. The City will utilize the City Attorney to provide legal services as necessary to pursue Eminent Domain as it relates to ROW and easement acquisition with respect to parcels 1, 2, 7, 8, 9, 10, 11, and 12 as identified in the attached ROW plan.

7. The County and City will pay the costs of easements and ROW for the project as identified in the attached Right of Way Estimate (Exhibit A) and Right of Way Plan (Exhibit B) for all the parcels acquired. In the case of any easements and ROW acquired through Eminent Domain, the County and City shall pay all court ordered acquisition costs, even if those costs exceed those shown in the attached Right of Way Estimate. The City will be responsible for easement and ROW costs for parcels 1, 2, 7, 8, 9, 10, 11, and 12 as identified in the attached ROW plan and the County will be responsible for parcels 3, 4, 5, 6, 13, 14, 15, 16 and 17 as identified in the attached ROW plan.

8. In the event the County acquires parcel 18 for the purposes storm water treatment, the City shall reimburse the County 50% of the cost to acquire parcel 18 in fee title and 50% of the construction costs relating to parcel 18 and storm water conveyance and treatment. Exhibit C identifies parcel 18.

9. The City shall hold all easement or fee ownership rights acquired for this project through Eminent Domain on parcels 1, 2, 7, 8, 9, 10, 11, and 12 as identified in the attached ROW plan. On any property owned by the City in fee, the City will grant an easement over the area as necessary for the County to complete the project.

10. The County shall hold all easement or fee ownership rights acquired for this project through Eminent Domain on parcels 3, 4, 5, 13, 14, 15, 16, and 17 as identified in the attached ROW plan.

11. The County and City shall participate in the costs of construction in accordance with the adopted Ramsey County Public Works Cost Participation Policy (Exhibit D) as attached. If there is a conflict between the Policy and this Agreement, this Agreement shall prevail.

12. Storm sewer construction costs attributable to the road ROW and facilities needed for the road drainage (catch basins and leads) are estimated to be eligible for reimbursement from County State Aid funds. The City is responsible for costs associated with repairs or upgrades to the mainline storm sewer system as it passes through the project area. Each agency shall pay for the storm sewer costs as determined by the MN/DOT Hydraulics Memorandum, which will be issued upon MnDOT's approval of the construction plans. The County will provide the cost participation breakdown between the City and County.

13. Upon completion of the projects, the County shall own and maintain the storm sewer catch basins and leads on its County roads and the City shall own and maintain the storm sewer trunk

lines within the City. Storm sewer laterals and drains servicing property within the City outside the road right of way shall also be owned and maintained by the City.

14. All construction costs related to water main, water services, hydrants and appurtenances shall be covered under a separate agreement with Board of Water Commissioners of the City of St. Paul.

15. The City shall reimburse the County 100% of the construction costs relating to the construction of left turn lanes on Maryland Avenue at Clarence Street. The County shall pay 100% of the construction costs relating to the construction of left turn lanes on Maryland Avenue at Prosperity Avenue.

16. The County shall pay to the City 100% of the cost of traffic signal equipment and appurtenances provided by the City to the project for the new traffic signal at Maryland Avenue and Prosperity Avenue. The City shall pay 100% of the new traffic signal system at Maryland Avenue at Clarence Street. The City shall continue to maintain the traffic signals as per the existing Ramsey County/City of Saint Paul Maintenance Agreement.

17. The City shall pay to the County 100% of the cost of streetlights provided in the project, after the application of Federal Funds. Upon completion of the project, the City shall own and maintain the streetlights.

18. The City shall provide all necessary equipment and appurtenances, and pay 100% of the implementation cost, for the Emergency Vehicle Preemption (EVP) system to be included as part of the projects.

19. The City shall pay to the County 100% of the cost of the sanitary sewer service reconstruction on the project. The City shall continue to own and maintain the sanitary sewer system.

20. All City utilities or facilities modified or added to those provisions presently made in the Plans and Specifications may be incorporated in the construction contract by Supplemental Agreement and shall be paid for as specified in the Supplemental Agreement.

21. As a construction engineering fee the City shall reimburse the County nine percent (9%) of the City's share of the construction cost prior to the application of Federal Funds, as determined by the final amount due the Contractor.

22. As a traffic signal design engineering fee the County shall reimburse the City ten percent (10%) of the County's share of the construction costs of the traffic signal system prior to the application of Federal Funds, as determined at the time of contract award.

23. Quantity distributions and estimated costs are as shown in the Engineers Estimate (Exhibit E). Actual costs shall be based on bid unit prices and the quantities installed.

24. All liquidated damages assessed the contractor in connection with the work performed on the project shall result in a credit shared by the City and the County in the same proportion as their

respective total share of construction costs to the total construction cost without deduction for liquidated damages.

25. The County shall, when a construction contract is proposed for award, prepare a revised estimate and Cost Participation Breakdown based on bid unit prices, and submit a revised copy to the City. Upon concurrence by the City to award a construction contract, the City agrees to advance to the Treasurer of Ramsey County an amount equal to ninety five percent (95%) of the City's construction cost share. Upon concurrence by the City to award a construction contract, the County agrees to forward to the City an amount equal to the amount due from the County to the City for the traffic signal system design engineering.

26. Upon completion of the work, the County shall prepare a revised estimate of Cost Participation Breakdown based upon the Contract Unit Prices and the actual units of work installed, or estimated to be installed, and submit a copy to the City. The construction engineering costs to be paid the County by the City shall be based on this revised estimate of Cost Participation Breakdown. The County shall add to the City's estimated final construction costs, based on the revised estimate of Cost Participation Breakdown, the construction engineering costs, and deduct funds previously advanced for the project by the City. The City agrees to pay to the County any amounts due. In the event the calculations show that the City has advanced funds in an amount greater than that which is due the County, the County shall refund the difference to the City excluding interest.

27. 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.

28. This Agreement shall remain in full force and effect until terminated by mutual agreement of the City and the County.

29. Preliminary plans reviewed at the City public hearing and final plans and specifications are hereby in all things approved.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

THE COUNTY OF RAMSEY

By _____
Julie Kleinschmidt
Ramsey County Manager

Date _____

Approved as to Form:

Assistant County Attorney

Recommended for Approval:

Kenneth G. Haider, P.E.
Public Works Director and County Engineer

CITY OF SAINT PAUL

By: _____
Mayor

Date: _____

By: _____
Rich Lallier
Director of Public Works

Date: _____

Approved by the Office of Financial Services:

By: _____

Approved as to Form:

City Attorney