

**RAMSEY COUNTY  
COOPERATIVE AGREEMENT  
WITH THE CITY OF SAINT PAUL FOR  
Construction of Accessible Pedestrian Signal Systems  
On Maryland Avenue and Shepard Road  
S.A.P. 062-631-028, S.A.P. 062-030-021**

Total Project Cost: \$178,376.41  
City of Saint Paul Cost: \$67,308.53  
Ramsey County Cost \$111,067.87

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 construction of Accessible Pedestrian Signals on Maryland Avenue and Shepard Road ("Project").

**RECITALS**

1. The Project is identified in Ramsey County’s 2016 – 2020 Transportation Improvement Program.
2. Maryland Avenue, in the area affected by construction, is designated County State Aid Highway (CSAH) 31. Shepard Road, in the area affected by construction, is designated County State Aid Highway (CSAH) 37.
3. The Project has been designated by the Minnesota Department of Transportation (Mn/DOT) as eligible for County State Aid Highway funds.
4. The Project has been designated as State Aid Project (S.A.P.) 062-631-028, and State Aid Project (S.A.P.) 062-030-021.
5. The subject road segments are located within the City.

**AGREEMENTS**

1. Responsibility for Design and Construction Engineering
  - 1.1. The City will provide all necessary plans, specifications, or proposals, in accordance with Mn/DOT State Aid requirements, required for the design and construction of the accessible pedestrian signal systems at the locations stated in Exhibit A.

## 2. Responsibility for Construction

- 2.1. The City will provide all labor, materials and equipment necessary to construct a fully operational system at the locations stated in Exhibit A; said installations shall include but not be limited to: installation of handholes, conduit, conductors, push button stations, and necessary appurtenances.

## 3. Project Costs

- 3.1. 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 2016 – 2020 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement will prevail.

- 3.2. An estimate of the County's share of the Project costs is attached as Exhibit A, (Cost Participation Based on Engineer's Estimate). Actual costs shall be based on the documented material, equipment, and labor costs.

### 3.3. Design Engineering Costs

- 3.3.1. The County shall pay the City a design engineering fee equal to 12% of the County's share of the project items identified in Exhibit A.

- 3.3.2. Design engineering fees shall be calculated based on the documented material, equipment, and labor costs.

### 3.4. Construction Engineering and Administration Costs

- 3.4.1. The County shall pay the City a construction engineering fee equal to 12% of the County's share of the items identified in Exhibit A.

- 3.4.2. Construction engineering and administration fees shall be calculated based on the documented material, equipment, and labor costs.

## 4. Payment Schedule

- 4.1. The City will invoice the County for final project costs. Invoice will include documented material, equipment, labor, and engineering costs.

- 4.2. Payment will be made within 30 days of receipt of an invoice.

## 5. Ownership and Maintenance Responsibility for Project Elements

- 5.1. The City shall continue to be responsible for maintenance of traffic signal systems in accordance with the Joint Powers Agreement between Ramsey County (Resolution 93-643) and The City of Saint Paul (Council File 93-1974).

6. The County grants the City temporary construction easements 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.
7. 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.
8. 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

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

\_\_\_\_\_  
Julie Kleinschmidt, County Manager

Date: \_\_\_\_\_

Approval recommended:

\_\_\_\_\_  
James E. Tolaas, Director  
Public Works Department

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney