

**RAMSEY COUNTY COOPERATIVE AGREEMENT
WITH THE CITY OF SAINT PAUL
FOR SIDEWALK CONSTRUCTION ON PLATO BOULEVARD
(COUNTY STATE AID HIGHWAY 40)
BETWEEN WATER STREET AND FILLMORE AVENUE
S.P. 164-090-014, S.A.P. 062-640-006**

Total Project Cost: \$1,615,564.70
City Cost: \$1,203,285.25
County Cost: \$412,279.45

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 sidewalk construction on Plato Boulevard between Water Street and Fillmore Avenue, ("Project").

RECITALS

1. The Project is identified in Ramsey County’s 2019-2023 Transportation Improvement Program; and
2. Plato Boulevard, in the area affected by reconstruction, is designated as County State Aid Highway (CSAH) 40.
3. The Project been designated by the Minnesota Department of Transportation (Mn/DOT) as eligible for County State Aid Highway funds.
4. The Project has been identified in the 201X Minnesota State Transportation Improvement Program as Sequence Number XXXX and is eligible for funds from the Highway Assistance Program through the Federal Highway Administration.
5. The Project has been designated as State Project (S.P.) 164-090-014, State Aid Project (S.A.P.) 062-640-006, and Minnesota Project Surface Transportation Program Metropolitan Planning Organization (Minn. Proj. STPF-NMTP) 6218(221).
6. The subject road segment is located within the City.

AGREEMENTS

1. Responsibility for Design Engineering

- 1.1. Plans, specifications and proposals will be 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 reconstruction, alignment, profiles, grades, cross sections, concrete curb and gutter, concrete sidewalk, pedestrian curb ramps, turf establishment, 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 City.
 - 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 must be consistent with Mn/DOT State Aid requirements and 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 rules.
 - 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. Prior to award of the contract, the City will receive concurrence from the County to award a contract to the lowest responsible bidder.
 - 2.4. The City will award a contract, and pay the contractor from the Federal Aid, County State Aid Highway, Municipal State Aid Highway, and local 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 2019 – 2023 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement will prevail.

- 4.2. An estimate of the County’s share of the Project costs is attached as Exhibit A, (Cost Participation Based on Engineer’s Estimate). 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, Erosion Control Supervisor, and Traffic Control are defined collectively as the “Prorated Items”. The County percentage of the Prorated Items is calculated as follows:

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

The costs in 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. Federal funds shall be shared between the County and the City on a prorated basis of eligible federal items.
- 4.5. Except as provided herein, the County and City will participate equally in the costs of construction of the sidewalk.
- 4.6. Design Engineering Costs
 - 4.6.1. 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.
 - 4.6.2. Design engineering fees shall be calculated based on the quantities and unit prices at the time of contract award and prior to the application of federal funds.
- 4.7. Construction Engineering and Administration Costs
 - 4.7.1. The County shall pay the City a construction engineering fee equal to 12% of the County’s share of the project items identified in Exhibit A.
 - 4.7.2. Construction engineering fees shall be calculated based on the quantities and unit prices at the time of contract award and prior to the application of federal funds.

5. Payment Schedule

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

- 5.2. Payment will be made within 30 days of receipt of an invoice.
6. Maintenance Responsibility for Project Elements
 - 6.1. The City shall be responsible for all maintenance associated with sidewalk. Maintenance includes, but not limited to, snow removal and panel replacement.
7. The County will issue permits for all work within County right-of-way.
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.

CITY OF SAINT PAUL, MINNESOTA

Approved as to Form:

By: _____
Assistant City Attorney

Date: _____

By: _____
Director, Parks and Recreation

Date: _____

By: _____
Directory, Financial Services

Date: _____

By: _____
Mayor

Date: _____

RAMSEY COUNTY, MINNESOTA

Ryan O'Connor, County Manager

Date: _____

Approval Recommended:

Ted Schoenecker, Director
Public Works Department

Approved as to form:

Assistant County Attorney