

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF ST. PAUL FOR
2022 Pedestrian / Bicycle Improvements
County State Aid Project 062-638-009
Municipal State Aid Project 164-210-011**

Total Traffic Signal Cost:	\$312,500.00
City of St. Paul Traffic Signal Cost:	\$156,250.00

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, Randolph Avenue (County State Aid Highway 38) between the eastern TH 35E entrance and exit ramps and Osceola Avenue ("Project") is identified in Ramsey County’s 2022-20262 Transportation Improvement Program for preservation improvements; and

WHEREAS, the City and County desire to reconstruct the traffic signal at the intersection of Randolph Avenue and Victoria Street within the Project limits; and

WHEREAS, Randolph Avenue, in the area affected by construction, is designated County State Aid Highway (CSAH) 38 and is located within the City; and

WHEREAS, Osceola Avenue, in the area affected by construction, is a City owned road that makes up one leg of a 5-way intersection shared with 7th Street W, also known as Minnesota State Highway 5, and Randolph Avenue; and

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

WHEREAS, the Project has been designated as County State Aid Project (S.A.P.) 062-638-009, Municipal State Aid Project (S.A.P.) 164-210-011;

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 proposed traffic signal and accessible pedestrian signals at Randolph Avenue & Victoria Street, to be approved by the County.
- 1.3. Final approved Traffic Signal Plans for the Project showing proposed construction will be presented to the County and will be on file at St. Paul 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 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 pay the City from the County State Aid Highway and local funds identified for the Project for the County's portion of the installation of the traffic signal at Randolph Avenue and Victoria Street.

4. Responsibility for Construction Engineering

- 4.1. The City shall be responsible for the construction and perform the construction engineering for the traffic signal at Randolph Avenue and Victoria Street.

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 2022 – 2026 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement will prevail.

5.2. The construction pay item (Signal System "A" Randolph and Victoria) is shown in Exhibit B. Cost Participation is based on the Engineer's Estimate, and quantities and unit prices shown in Exhibit B are estimates. Actual costs shall be based on the design engineering, construction engineering, purchase orders for the materials needed to construct the pay item, and the cost to construct the pay item. An itemized receipt for the costs, including employee hours spent on the associated tasks, shall be provided to the County in order to receive payment.

5.3. Design Engineering Costs

5.3.1. The City will design the traffic signal at Randolph Avenue and Victoria Street. The County shall pay the City 50% of the total cost of the design engineering for the traffic signal, up to a maximum of 10% of the total cost of the pay item. The City shall submit an invoice for these costs which includes hours spent working on the signal design and provide them to the County in order to receive payment.

5.4. Construction Engineering Costs

5.4.1. The City will construct the traffic signal at Randolph Avenue and Victoria Street. The County shall pay the City 50% of the total cost of the construction engineering and administration fees for the traffic signal, up to a maximum of 10% of the total cost of the pay item. The City shall submit monthly invoices for the labor cost associated with the signal installation and provide them to the County in order to receive payment.

6. Payment Schedule

6.1. The City design engineering costs will be invoiced at Project construction plan completion when final plans are approved and signed by all parties.

6.2. The City's construction engineering costs incurred on a monthly basis will be invoiced monthly and at the time of substantial project completion, as determined by the County.

6.3. Payment will be made within 35 days of receipt of an invoice.

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 County grants the City temporary construction permits 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.
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
891 Dale Street N
St. Paul, MN 55103
Attention: Paul Kurtz

If to the COUNTY: Ramsey County Public Works
1425 Paul Kirkwold Drive
Arden Hills, MN 55112

Attention: John Mazzitello, Interim 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:

By: _____

Approved as to Form:

By: _____
City Attorney

RAMSEY COUNTY, MINNESOTA

Ryan T. O'Connor, County Manager

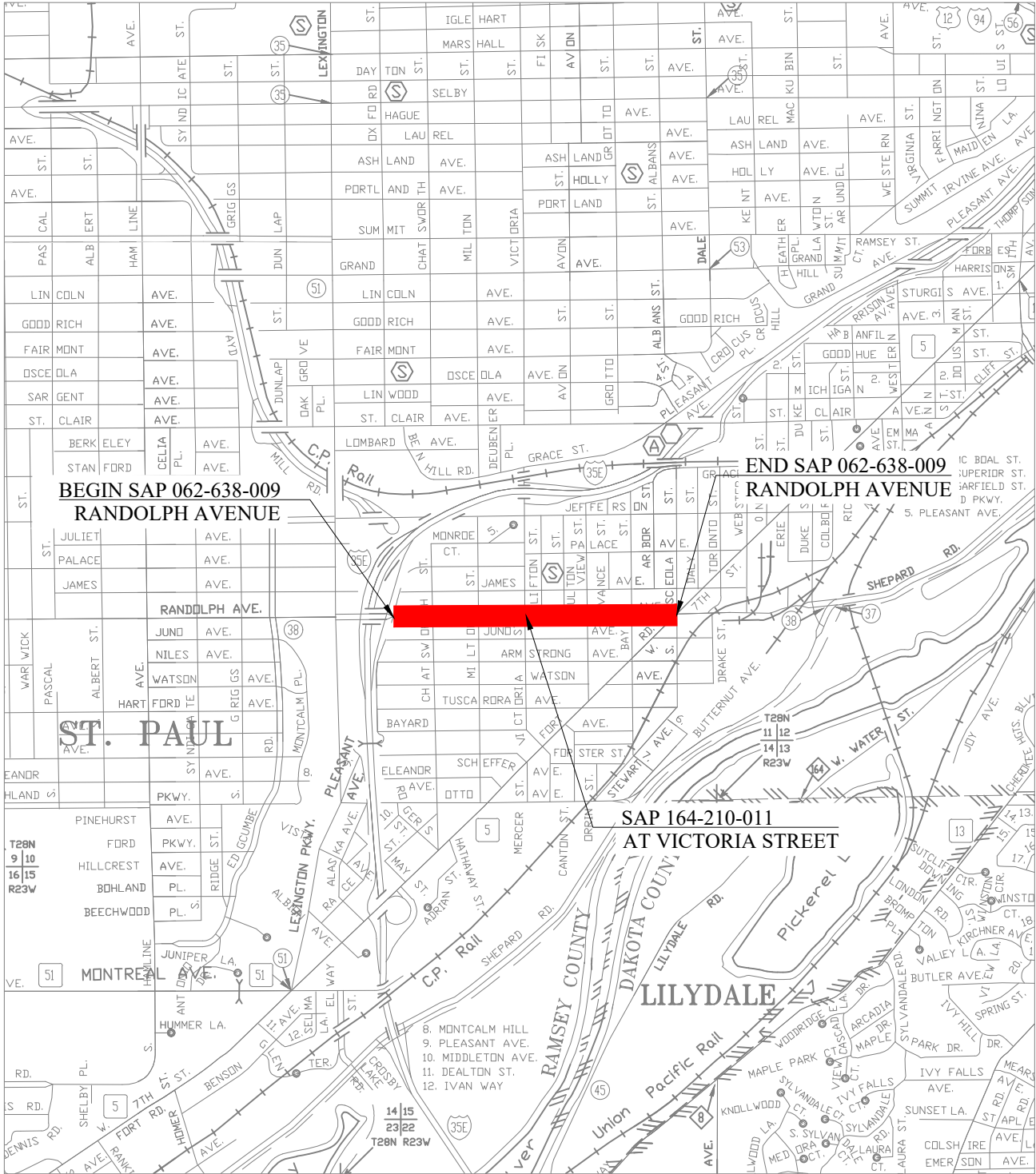
Date: _____

Approval recommended:

John Mazzitello, Interim Ramsey County Engineer
Public Works Department

Approved as to form:

Assistant County Attorney



**BEGIN SAP 062-638-009
RANDOLPH AVENUE**

**END SAP 062-638-009
RANDOLPH AVENUE**

ST. PAUL

**SAP 164-210-011
AT VICTORIA STREET**

LILYDALE



**RAMSEY COUNTY PUBLIC WORKS
2022 PEDESTRIAN CURB RAMPS PROJECT
RANDOLPH AVENUE
TH 35E TO OSCEOLA AVENUE
&
AT VICTORIA STREET
S.A.P. 062-638-009, 164-210-011**



ENGINEERING ESTIMATE				1/19/2022
DEPT. OF PUBLIC WORKS CITY OF ST. PAUL	RANDOLPH AND VICTORIA			
ITEM	UNIT	QTY	INSTALLED COST	E&I (20%)
SIGNAL SYSTEM "A" RANDOLPH AND VICTORIA	LUMP SUM		\$250,000.00	\$62,500.00
	SIGNAL PROJECT SUBTOTAL:		\$250,000.00	\$62,500.00
	TOTAL COST:			\$312,500.00
	*: COSTS SPLIT 50/50 RAMSEY/ST PAUL			