

**RAMSEY COUNTY  
COOPERATIVE AGREEMENT  
WITH THE CITY OF SAINT PAUL FOR  
Trail Construction Along Johnson Parkway (County State Aid Highway 64)  
between Burns Avenue and Phalen Boulevard  
Ramsey County Project Number P3445  
City of Saint Paul Project Number P-1451  
SP 164-129-013, 062-664-007**

Total Project Cost:           \$ 6,971,272.01  
City of Saint Paul Cost:       \$ 1,168,489.26  
Ramsey County Cost:         \$ 365,893.48

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 trail construction along Johnson Parkway between Burns Avenue and Phalen Boulevard ("Project").

**RECITALS**

1. The Project is identified in Ramsey County’s 2020 – 2024 Transportation Improvement Program.
2. Johnson Parkway, in the area affected by construction and rehabilitation, is designated County State Aid Highway (CSAH) 64.
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 identified in the 2020 Minnesota State Transportation Improvement Program as Sequence Number PA6220-058 and is eligible for Federal Highway Administration funds.
5. The Project has been designated as State Project (S.P.) 062-664-007 and State Aid Project (S.A.P.) 164-129-013, and (federal) Minnesota Project Surface Transportation Program Metropolitan Planning Organization (Minn. Proj. STPM) TA 6220(058), Ramsey County Project Number P3445, City of Saint Paul Project Number P-1451.
6. The subject road segment is located within the City.

7. 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.

## **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, specifications, and proposals for the Project, which will include, among other things, the proposed trail construction, street rehabilitation, alignment, profiles, grades, cross sections, paving, concrete curb and gutter, medians, storm sewer, water main, sanitary sewer, storm water treatment and infiltration basins, pedestrian curb ramps, turf establishment, traffic signals, street lighting, accessible pedestrian signals, utility replacement and adjustments, and other appurtenant work.

1.3. Plans for the Project showing proposed construction will be presented to the County and will be on file at Ramsey County 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 the County.

### 2. Responsibility for Right of Way Plan and Acquisition

2.1. There is no Right of Way being acquired for this Project.

### 3. Procurement and Award of Contract

3.1. The City will take bids in accordance with state law as well as City and County procedures.

3.2. 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 City.

3.3. The City will request the County's approval to award a contract to the lowest responsible bidder.

3.4. The City will award a contract, and pay the contractor.

### 4. Responsibility for Construction Engineering

4.1. The City shall perform or contract the performance of the construction engineering for all elements of the Project.

## 5. Project Costs

Ramsey County will pay a total of \$365,893.48. This amount includes all costs of mobilization, construction, design engineering, and construction engineering.

## 6. Payment Schedule

6.1. The City will invoice the County for construction costs after completion of the Project.

6.2. Payment will be made within 30 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.

### 7.2. Ownership and Maintenance Responsibility of the Roadway

7.2.1 The County will own and maintain the roadway and associated roadway elements location within the County Right of Way, except as detailed below.

### 7.3. Ownership and Maintenance of the Sidewalk

7.3.1. The County will own the sidewalk/trail. The City shall be responsible for all maintenance, including but not limited to patching, snow and ice control, sweeping, crack sealing, debris removal, vegetation control, panel replacement, settlement adjustments, etc. The county shall be responsible for reconstruction.

### 7.4. Ownership and Maintenance of the Trees and Landscaping

7.4.1 The city will own and maintain the trees, landscaping, and median landscaping, including irrigation systems.

### 7.5. Ownership and Maintenance of the Street Lights

7.5.1. The City will own and maintain the street lights.

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 agrees that it will be responsible for its own acts and/or omissions and those of its employees, representatives, and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. The liability of the City, its employees, representatives, and agents shall be governed by provisions of Minnesota Statutes Chapter 466 et. seq. and other applicable law. 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.
10. This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties.
11. Counterparts: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
12. Electronic Signatures: The parties agree that the electronic signature of a party to this Agreement be 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.

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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

\_\_\_\_\_  
Ryan T. O'Connor, County Manager

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

Approval recommended:

\_\_\_\_\_  
John Mazzitello, Interim County Engineer  
Public Works Department

Approved as to form:

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



