

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

Warner Road Bridge at Child Road
Bridge Reconstruction

Estimated Amount Receivable
from City of Saint Paul:

S.P. 62-636-005	Trail Bridge Construction	\$447,476.08
	Ornamental Railing	\$ 71,629.10
S.P. 62-636-006	Storm sewer & Ponding	\$ 8,024.01
	Right of Way	\$ 27,750.00
S.P. 62-636-007	<u>Engineering & Admin (25%)</u>	<u>\$365,111.95</u>
S.P 164-020-126		
	Total	\$919,666.17

Attachments:

Dedication of Easement (Exhibit A)
Right-of-Way Plan (Exhibit B)
Right of Way Cost Estimate (Exhibit C)
Laydown Areas (Exhibit D)
Ramsey County's Public Works Cost Participation Policy (Exhibit E)
Storm Sewer Layout (Exhibit F)
Engineers Estimate (Exhibit G)

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 reconstruction of east bound Warner Road Bridge over Childs Road and construction of two Samuel Morgan Regional Trail bridges ("Project").

WITNESSETH:

WHEREAS, the City and the County desire to reconstruct the existing eastbound Warner Road Bridge, No. 5950 with a new structure, Bridge, No. 62634; and

WHEREAS, the City and the County desire to reconstruct the Samuel Morgan Regional Trail adjacent to the Warner Road Bridge and eliminate two grade trail crossings and replace them with

two bridge crossings, Bridge 62635 over the railroad tracks and Bridge No. 62636 over Child Road; and

WHEREAS, Warner Road, in the area affected by reconstruction, is designated County State Aid Highway 36 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 construction of eastbound Warner Road Bridge, No. 62634 and construction of the Samuel Morgan Regional Trail bridges, No. 62635 and No. 62636; and

WHEREAS, the County has prepared or will prepare the necessary designs, plans, specifications, estimates, proposals and approvals for the construction of eastbound Warner Road Bridge, No. 62634 and construction of the Samuel Morgan Regional Trail bridges, No. 62635 and No. 62636 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 construction of eastbound Warner Road Bridge, No. 62634 is designated as eligible for a grant of Federal Funds under Surface Transportation Program [Minn.Proj. BR-TEA 6213(070)], County State Aid Highway (CSAH) fund reimbursement as S.P. 62-636-005 and Bridge Bonds; and

WHEREAS, the construction of the Samuel Morgan Regional Trail bridges, No. 62635 and No. 62636 is designated as eligible for a grant of Federal Funds under Transportation Enhancements [Minn.Proj. BR-TEA 6213(070)], County State Aid Highway (CSAH) fund reimbursement as S.P. 62-636-006 and Municipal State Aid Highway (MSAH) funds under .S.P. 164-020-126; and

WHEREAS, plans for this project provide for the reconstruction of the existing eastbound Warner Road Bridge, No. 5950 with a new structure, Bridge, No. 62634; and

WHEREAS, plans for this project provide for the reconstruction the Samuel Morgan Regional Trail adjacent to the Warner Road Bridge and includes two grade separated trail crossings, Bridge No. 62635 over the railroad tracks and Bridge No. 62636 over Child Road; and

WHEREAS, plans for this project as identified by S.P. 62-636-005, S.P. 62-636-006, and Minn. Proj. BR-TEA 6213 (070) showing proposed bridges, alignment, profiles, grades and cross-sections for the improvements of Warner Road bridge and Samuel Morgan Regional Trail within the limits of the City as a Federally Assisted CSAH project have been presented to the City; and

WHEREAS, the bridge and trail construction require acquisition of certain permanent easement and temporary construction easements prior to construction; and

WHEREAS, the County is acquiring necessary easements for the bridge and trail construction, as determined by the project grading limits, under a separate right of way project, S.A.P. 62-636-007, utilizing County State Aid funds for reimbursable costs; and

WHEREAS, the City has dedicated, at no cost to the County, permanent right of way easement to the County for a portion of the Warner Road located on City property as shown on Exhibit A.

WHEREAS, the project elements include, but are not necessarily limited to: bridges, street lighting, grading, paving, trails, utility adjustments, concrete curb and gutter, storm sewers; and

WHEREAS, the County will take bids for the project, 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 construction inspection for the Project.
3. The City and County shall each pay 50% of all costs of easements and construction licenses necessary for the project as identified in the Right of Way Plan (Exhibit B) and Right of Way Cost Estimate (Exhibit C). The estimate cost to the City is \$27,750.00
4. The City grants to the County the use of all City owned Right of Way and property within the limits of the project, including laydown areas as shown on Exhibit D, at no cost to the County.
5. The City grants to the County the use of the City property to construct ponding facilities as shown on Exhibit D. The County agrees to maintain the ponding facilities.
6. The County and City shall participate in the costs of construction in accordance with the adopted Ramsey County Public Works Cost Participation Policy (Exhibit E) as attached. If there is a conflict between the Policy and this Agreement, this Agreement shall prevail.
7. Upon completion of the projects, the County shall own and maintain the storm sewer catch basins, leads and storm sewer mainline associated with drainage from Warner Road between structures 5006 to 5003, between 5102 to 5103 and between 5100A to 5100. The City shall own and maintain the storm sewer catch basins, leads and storm associated with the Samuel Morgan Trail between structures 5012 and 5007 and between 5101 to 5100 and structure 5015. Exhibit F, sheet 69, 10 and 71 of the roadway plans, provides the storm sewer layout and structure numbers.
8. The City shall pay to the County a prorated cost of the ponding facilities and associated storm sewer based on the percentage of impervious areas required to be treated from the trail, prior to the application of Federal Funds and Bridge Bonds and has been estimated at \$3,648.52.
9. The City shall pay to the County 50% of the cost of rerouting the existing 30" storm sewer pipe under the proposed pond. The estimate cost is \$4,375.49.

10. Federal and state funds shall be applied to the cost of the Samuel Morgan Trail bridges and associated lighting. The trail bridges include the portion attached to the Warner Road bridge and the two grade separated trail crossings, Bridge No. 62635 over the railroad tracks and Bridge No. 62636 over Child Road. After the application of federal and state funds, the City shall reimburse the County 50% of the trail bridge and lighting costs. The total cost after the application of federal and state funds has been estimated at \$447,476.08.

11. Upon completion of the project, the City shall own and maintain the streetlights for the road and Samuel Morgan Trail.

12. Upon completion of the project, the City shall own and maintain the Samuel Morgan Trail and bridges.

13. Federal and state funds shall be applied to all ornamental metal railing used on the project up to the cost of standard metal railing. Additional costs above the standard metal rail will be funded 100% by the City. The total cost after the application of federal and state funds has been estimated at \$71,629.10.

14. As a design and constructing engineering fee the City shall reimburse the County 25% of the City's share of construction cost for the Samuel Morgan Trail and trail bridges, street lights, railing, storm sewer and ponding facilities prior to the application of Federal funds and Bridge Bonds, as determined by the final amount due the contractor and has been estimated at \$365,111.98.

15. All City utilities or facilities modified or added to the 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.

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

17. 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.

18. 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 within seven days of said proposal of award. 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 when the City's 2014 Capital Improvement Budget (CIB) funds become available.

19. 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 design and 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 design and 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.

20. 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.

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

22. Preliminary 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 _____
Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

By _____
Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

Date _____

Recommended for Approval:

James Tolaas, P.E.
Public Works Director and County Engineer

Date _____

Approved as to Form:

Assistant County Attorney

Date _____

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