RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF SAINT PAUL FOR
Reconstruction of Randolph Avenue (County State Aid Highway 38)
between Brimhall Street and Syndicate Street
S.A.P. 062-638-004 and M.S.A.P. 164-020-131

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 Randolph Avenue (“Project”) between Brimhall Street and Syndicate Street.

WITNESSETH:

WHEREAS, the City and the County desire to proceed with the Project; and

WHEREAS, the Project is identified in Ramsey County’s Transportation Improvement Program; and

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

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

WHEREAS, the Project has been designated as State Aid Project (S.A.P.) S.P. 062-638-004 and St. Paul Municipal State Aid (MSA) 164-020-131; and

WHEREAS, the subject street segment is located entirely within the City; and

WHEREAS, the proposed Project includes, in addition to other items, grading, paving, concrete curb and gutter, pedestrian curb ramps, traffic signals, accessible pedestrian signals, landscaping, turf establishment, utility adjustments and betterments, and related features; and

WHEREAS, construction of storm sewer systems and storm water treatment and infiltration basins will be constructed as part of the Project in accordance with municipal ordinances and local watershed rules; and

WHEREAS, plans for the Project showing proposed construction will be presented to the City and will be on file at Ramsey County Public Works Department; and

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The Whereas recitals set forth in this Agreement are hereby made a part of this Agreement as if set out in full.

2. Responsibility for Design Engineering

    2.1. Except for those portions identified below, the County will prepare plans, specifications, and proposals for the Project, which will include, among other things, the proposed reconstruction, alignment, profiles, grades, cross sections, paving, concrete curb and gutter, medians, storm sewer, storm water treatment and infiltration basins, pedestrian curb ramps, turf establishment, traffic signals, street lighting, accessible pedestrian signals, and utility replacement and adjustments.

        2.1.1. The City will prepare plans and specifications for the traffic signals and lighting to be incorporated into the plans and specifications prepared by the County.

        2.1.2. The City will prepare plans and specifications for sanitary sewer service.

    2.2. 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.

3. Procurement and Award of Contract

    3.1. The County will take bids in accordance with state law and County rules.

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

    3.4. The County will award a contract, and pay the contractor from the County State Aid Highway, Municipal State Aid Highway, and local funds identified for the Project.

4. Responsibility for Construction Engineering

    4.1. Except for those portions identified below, the County shall perform or contract the performance of the construction engineering for all elements of the Project.

4.1.1. The City will provide construction engineering for traffic signal and street lighting installation.

4.1.2. The City will provide construction engineering for sanitary sewer service installation.

5. Project Costs

5.1. An estimate of the City'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.

5.2. Except as provided herein, the County and City will participate in the costs of construction in accordance with the Ramsey County Cost Participation Policy, attached as Exhibit C. If there is a conflict between Exhibit C and this Agreement, this Agreement will prevail.

5.2.1. The costs of contractor mobilization, field office operation, erosion control supervisor, and traffic control will be allocated based upon cost participation percentages for the entire Project and based on contract unit prices and quantities at the time of contract award. No adjustments in the allocation will be made if unit prices or quantities vary during construction.

5.2.2. The costs of storm sewer construction needed for Project drainage will be split between the County and City in accordance with the MnDOT Hydraulics Memorandum, attached as Exhibit B.

5.2.3. The City will pay 100% of the sanitary sewer service improvements on the Project and will reimburse the County for all costs for sanitary sewer service improvements.

5.2.4. The City will pay 100% of the cost of street lighting construction on the Project.

5.2.5. The City will supply the signal system cabinet and emergency vehicle preemption equipment which will be paid for under a separate force account agreement.

5.3. Design Engineering Costs

5.3.1. The City shall pay the County a design engineering fee equal to 12% of the portion of the Project Costs for which the City participates, except as

provided below. An estimate of the City's design engineering fee is provided within Exhibit A.

5.3.2. The City shall pay the County a design engineering fee equal to 2% of the project costs related to street lighting and sanitary sewer services.

5.3.3. The City shall be credited a design engineering fee equal to 10% of project costs related to traffic signals on County legs.

5.3.4. Design engineering fees shall be calculated based on the quantities and unit prices at the time of contract award.

5.4. Construction Engineering and Administration Costs

5.4.1. The City shall pay the County a construction engineering and administration fee equal to 12% of the portion of the Project Costs for which the City participates, except as provided below. An estimate of the City's construction engineering fee is provided within Exhibit A.

5.4.2. The City shall pay the County a construction engineering and administration fee equal to 2% of the project costs related to street lighting and sanitary sewer services.

5.4.3. The City shall be credited a construction engineering fee equal to 10% for the project costs related to traffic signals on County legs .

5.4.4. Construction engineering and administration fees shall be calculated based on the final contract quantities and unit prices.

6. Payment Schedule

6.1. Design engineering will be invoiced at the time of contract award.

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

6.3. Construction engineering will be invoiced at the time of substantial project completion, as determined by the County.

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

7. Maintenance Responsibility for Project Elements

7.1. Upon completion of the Project, the County shall own all elements of the Project, except as provided below.

7.2. The City shall own storm sewer catch basins, manholes, and laterals that are located on City streets. Exhibit D attached, references ownership responsibility of the storm water manholes, catch basins and laterals.

7.3. County owned storm sewer catch basins and laterals will be maintained by the City in accordance with Joint Powers Agreement between Ramsey County and the City of St. Paul, Council File 93-1974.

7.4. The City shall own and maintain the storm sewer trunk lines within the Project.

7.5. The County shall maintain new storm water management facilities, including the storm sewer infiltration trench.

7.6. Storm and sanitary sewer laterals and drains servicing private property are owned and maintained by the City or the respective property owners, pursuant to City agreements and policy.

7.7. The City shall own and maintain street lights.

7.8. Traffic signals will be maintained by the City in accordance with Joint Powers Agreement between Ramsey County and the City of St. Paul, Council File 93-1974.

7.9. The City shall own and maintain the boulevard trees.

8. The City grants the County temporary construction easements over all City owned rights-of-way and property within the limits of the Project for use during construction at no cost to the County.

9. 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.

10. This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties.

CITY OF SAINT PAUL, MINNESOTA

By: _____ Date:_____
Mayor

By: _____ Date:_____
Director of Public Works

Approved by the Office of Financial Services:

By: _____

Approved as to Form:

By: _____
City Attorney

RAMSEY COUNTY, MINNESOTA

_____ Date: _____
Julie Kleinschmidt, County Manager

Approval recommended:

_____
James E. Tolaas, Director
Public Works Department

Approved as to form:

_____
Assistant County Attorney

EXHIBIT A - COST PARTICIPATION - BASED ON LOW BID (MIDWEST CIVIL CONSTRUCTORS)

COST PARTICIPATION - CITY OF SAINT PAUL (PARKING LANES)
12% DESIGN ENGINEERING FEE AND 12% CONSTRUCTION ENGINEERING FEE

ITEM NUMBER	ITEM	UNIT	TOTAL ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
2021.501	MOBILIZATION	LS	0.04	$ 140,000.00	$ 5,600.00
2031.501	FIELD OFFICE TYPE D - MODIFIED	EACH	0.04	$ 10,000.00	$ 400.00
2211.503	AGGREGATE BASE , CLASS 6 (CV) (P)	CY	623	$ 34.00	$ 21,182.00
2357.502	BITUMIINOUS MATERIAL FOR TACK COAT	GALLON	374	$ 3.50	$ 1,309.00
2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F)	TON	859	$ 63.00	$ 54,117.00
2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (4,B)	TON	644	$ 55.00	$ 35,420.00
2563.601	TRAFFIC CONTROL	LS	0.04	$ 40,000.00	$ 1,600.00
2573.550	EROSION CONTROL SUPERVISOR	LS	0.04	$ 1,000.00	$ 40.00
				SUBTOTAL	$ 119,668.00

75% CITY OF ST.PAUL	$ 89,751.00
12% DESIGN ENGINEERING	$ 10,770.12
12% CONSTRUCTION ENGINEERING	$ 10,770.12
CITY ST. PAUL TOTAL	$ 111,291.24

EXHIBIT A - COST PARTICIPATION - BASED ON LOW BID (MIDWEST CIVIL CONSTRUCTORS)

COST PARTICIPATION - CITY OF SAINT PAUL
10% DESIGN ENGINEERING CREDIT AND 10% CONSTRUCTION ENGINEERING CREDIT FOR PROJECT TOTAL

ITEM NUMBER	ITEM	UNIT	TOTAL ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
2104.509	REMOVE SIGNAL SYSTEM A	EACH	0.5	$ 7,000.00	$ 3,500.00
2104.509	REMOVE SIGNAL SYSTEM B	EACH	0.5	$ 7,000.00	$ 3,500.00
2104.601	REMOVE INTERCONNECT	LS	0.5	$ 3,750.00	$ 1,875.00
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM A	SIG SYS	0.5	$ 105,000.00	$ 52,500.00
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM B	SIG SYS	0.5	$ 105,000.00	$ 52,500.00
2565.601	TRAFFIC CONTROL INTERCONNECTION	LS	0.5	$ 46,000.00	$ 23,000.00
				SUBTOTAL	$ 136,875.00

	100% CITY OF ST.PAUL	$ 136,875.00
TOTAL SIGNAL AND INTERCONNECT PROJECT COSTS	$ 273,750.00	
	10% DESIGN ENGINEERING	$ (13,687.50)
	10% CONSTRUCTION ENGINEERING	$ (13,687.50)
	CITY ST. PAUL TOTAL	$ 109,500.00

COST PARTICIPATION - CITY OF SAINT PAUL
10% DESIGN ENGINEERING CREDIT AND 10% CONSTRUCTION ENGINEERING CREDIT

ITEM NUMBER	ITEM	UNIT	TOTAL ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
2545.511	LIGHTING UNIT TYPE L14	EACH	25	$ 2,170.00	$ 54,250.00
2545.513	LUMINAIRE HPS (R100)	EACH	25	$ 1,100.00	$ 27,500.00
2545.515	LIGHT BASE DESIGN TYPE STANDARD	EACH	25	$ 530.00	$ 13,250.00
2545.523	1 1/2" NON METALLIC CONDUIT	LF	5620	$ 1.50	$ 8,430.00
2545.531	1 C #4 AWG	LF	16860	$ 1.50	$ 25,290.00
2545.541	METERED SERVICE CABINET (POLE MOUNTED)	EACH	1	$ 2,100.00	$ 2,100.00
				SUBTOTAL	$ 130,820.00

	100% CITY OF ST.PAUL	$ 130,820.00
	2% DESIGN ENGINEERING	$ 2,616.40
	2% CONSTRUCTION ENGINEERING	$ 2,616.40
	CITY ST. PAUL TOTAL	$ 136,052.80

EXHIBIT A - COST PARTICIPATION - BASED ON LOW BID (MIDWEST CIVIL CONSTRUCTORS)

COST PARTICIPATION - CITY OF SAINT PAUL
2% DESIGN ENGINEERING FEE AND 2% CONSTRUCTION ENGINEERING FEE

ITEM NUMBER	ITEM	UNIT	TOTAL ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
2021.501	MOBILIZATION	LS	0.11	$ 140,000.00	$ 15,400.00
2031.501	FIELD OFFICE TYPE D - MODIFIED	EACH	0.11	$ 10,000.00	$ 1,100.00
2503.601	TELEVISE PROJECT SANITARY SEWER	LS	1	$ 5,000.00	$ 5,000.00
2504.603	RECONSTRUCT SANITARY MANHOLE	LF	120	$ 200.00	$ 24,000.00
2506.516	CASTING ASSEMBLY	EACH	20	$ 460.00	$ 9,200.00
2563.601	TRAFFIC CONTROL	LS	0.11	$ 40,000.00	$ 4,400.00
2573.55	EROSION CONTROL SUPERVISOR	LS	0.11	$ 1,000.00	$ 110.00
				SUBTOTAL	$ 59,210.00

100% CITY OF ST.PAUL	$ 59,210.00
2% DESIGN ENGINEERING	$ 1,184.20
2% CONSTRUCTION ENGINEERING	$ 1,184.20
CITY ST. PAUL TOTAL	$ 61,578.40

COST PARTICIPATION - CITY OF SAINT PAUL NON PARTICIPATING
2% DESIGN ENGINEERING FEE AND 2% CONSTRUCTION ENGINEERING FEE

ITEM NUMBER	ITEM	UNIT	TOTAL ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
2021.501	MOBILIZATION	LS	0.07	$ 140,000.00	$ 9,800.00
2031.501	FIELD OFFICE TYPE D - MODIFIED	EACH	0.07	$ 10,000.00	$ 700.00
2451.503	GRANULAR BACKFILL (LV)	CY	2241	$ 23.50	$ 52,663.50
2503.602	CONNECT INTO EXISTING SANITARY SEWER	EACH	45	$ 1,200.00	$ 54,000.00
2503.603	6" PVC SANITARY SEWER PIPE SCHEDULE 40	LF	1530	$ 64.00	$ 97,920.00
2563.601	TRAFFIC CONTROL	LS	0.07	$ 40,000.00	$ 2,800.00
2573.55	EROSION CONTROL SUPERVISOR	LS	0.07	$ 1,000.00	$ 70.00
				SUBTOTAL	$ 217,953.50

100% CITY OF ST.PAUL	$ 217,953.50
2% DESIGN ENGINEERING	$ 4,359.07
2% CONSTRUCTION ENGINEERING	$ 4,359.07
CITY ST. PAUL TOTAL	$ 226,671.64

Exhibit B

Minnesota Department of Transportation

Memo

Bridge Office
3485 Hadley Avenue North
Oakdale, MN 55128-3307

Date: January 20, 2015

To: Dan Erickson
Metro Division State Aid Engineer
ATTN.: Rob Wielinski

From: Juanita Voigt
State Aid Hydraulic Specialist

Phone: (651) 366-4469

Subject: **SAP 062-638-004 (Randolph Avenue)**
Between Brimhall Street and Syndicate Street
City of **Saint Paul, Ramsey County**

We have completed our review of the storm sewer features of the above referenced project and find that State Aid funds can bear 100% of the eligible storm sewer costs for this reconstruction project.

The proposed improvements conform to State Aid standards and the State Aid Division will make further review of the plan.

Unless you wish to recommend modifying the amount of participation, the State Aid Division will use the above percentage.

We are forwarding a copy of this report to Jim Tolaas, Ramsey County Engineer, for his information.

If you have any questions regarding this approval or proration, please do not hesitate to call.

EC: Jim Tolaas, Ramsey County Engineer
CC: Andrea Hendrickson, MnDOT (file)

Department of Public Works Cost Participation Policy

Exhibit C

Ramsey County Public Works Cost Participation Policy for the Reconstruction and Major Maintenance of County Roads and County State Aid Highways

ITEM:	COUNTY SHARE:	NOTES:
Right of Way	50%	County cost participation on right of way acquisition may be reduced or eliminated where the acquisition is specifically for detached trails, aesthetics, or special design elements requested by municipalities or other project partners. County participation on right of way acquisition applies only to construction projects and shall be 0% for maintenance projects, except where additional right of way is required to accommodate improvements within the curb or shoulder line.
Removals	100%	
Travel Lanes	100%	
ITEM:	**COUNTY SHARE:**	**NOTES:**

Parking Lanes	25%	100% in cities under 5,000 population or in White Bear Township. 100% on maintenance pavement preservation projects.
Shoulders	100%	100% of the width required to meet State Aid design standards. 100% in cities under 5,000 population or in White Bear Township. 100% on maintenance pavement preservation projects. 50% outside of the required width.
Concrete Curb & Gutter (new)	25%	
Concrete Curb & Gutter (replacement)	100%	100% if in serviceable condition, as determined by the County Engineer; otherwise negotiable. 100% of curb and gutter as part of median construction required for traffic channelization or to serve as a pedestrian refuge.
Storm Sewer	% Eligible for State Aid	
Culverts	100%	
ITEM:	**COUNTY SHARE:**	**NOTES:**

Water Main Modification	100%	100%, if required for construction. 0% on betterments.
Sanitary Sewer Modification	100%	100%, if required for construction. . 0% on betterments
Private Utility Relocation	0%	
Traffic Signals	100% of County Legs	Traffic Signal construction is addressed in a separate policy (County Board Resolution 81-1001). Electrical power shall be paid by the municipality.
Roundabouts	100% of County Legs	
Retaining Walls	50%	50% when retaining walls are constructed in lieu of right of way acquisition or to mitigate impacts; by negotiation when necessitated by design parameters.
ITEM:	**COUNTY SHARE:**	**NOTES:**

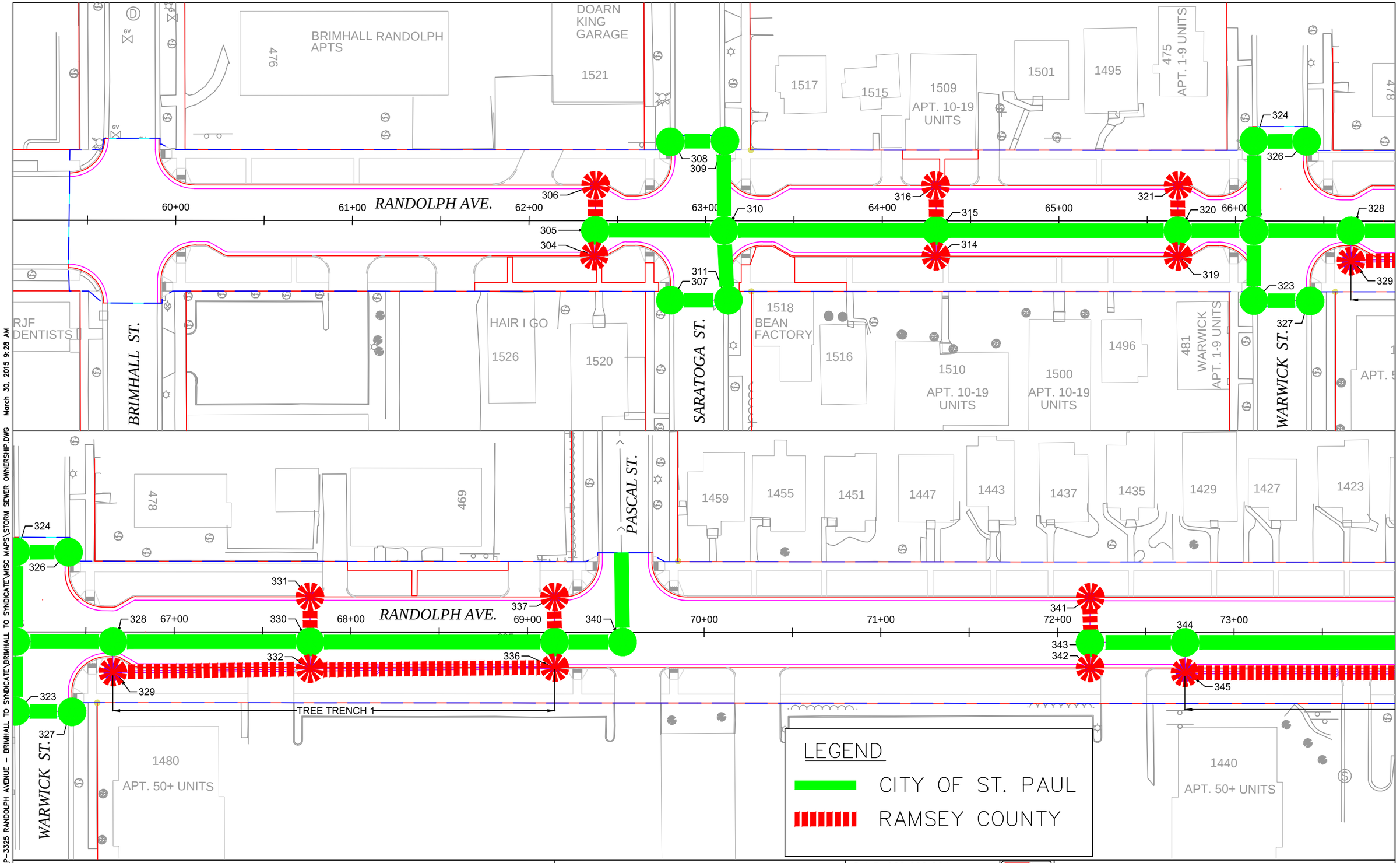
Grading Outside of Curb	100%	100% of area required for road construction. 50% of grading required specifically for sidewalks, trails, or other amenities.
Medians	100%	100% of a standard concrete median design, including curb and gutter; municipalities shall pay for the additional cost of any decorative or aesthetic treatments.
Sidewalks (new)	50%	Includes grading, aggregate base, surfacing, and ADA- compliant pedestrian ramps.
Sidewalks (replacement)	100%	100% if in serviceable condition, as determined by the County Engineer; otherwise negotiable.
Bituminous Trail (new)	50%	Includes grading, aggregate base, surfacing, and ADA-compliant pedestrian ramps.
Bituminous Trail (replacement)	100%	100% if in serviceable condition, as determined by the County Engineer; otherwise negotiable.
ITEM:	**COUNTY SHARE:**	**NOTES:**

Trail/Sidewalk Grade Separation	0% to 50%, by negotiation	Bridge or underpass construction.
Street Lighting	0%	Street Lighting as part of a traffic signal shall be paid 100% by County. Electrical power shall be paid by the municipality.
Replacement Trees	100%	100%, if 1:1 replacement; 50%, if greater than 1:1
Fence	100%	100% if serviceable; 0% if in County R/W
Turf Restoration	100%	
Amenities and Aesthetics	0%	Special surface treatments, ground covers, or plantings, ornamental railings, etc.
ITEM:	**COUNTY SHARE:**	**NOTES:**

Driveway Replacement	100%	
Stormwater Treatment	% eligible for State Aid	Maintenance shall be based on contributing flows.
Preliminary/Design Engineering	% of Participation	
Construction Engineering	% of Participation	

All County participation is subject to the availability of funds.

On Federal Aid Projects, the federal funds shall be applied to all eligible items before cost participation is calculated. Federal participation is typically 50-80% of the total project cost.



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STORM SEWER OWNERSHIP

RANDOLPH AVENUE

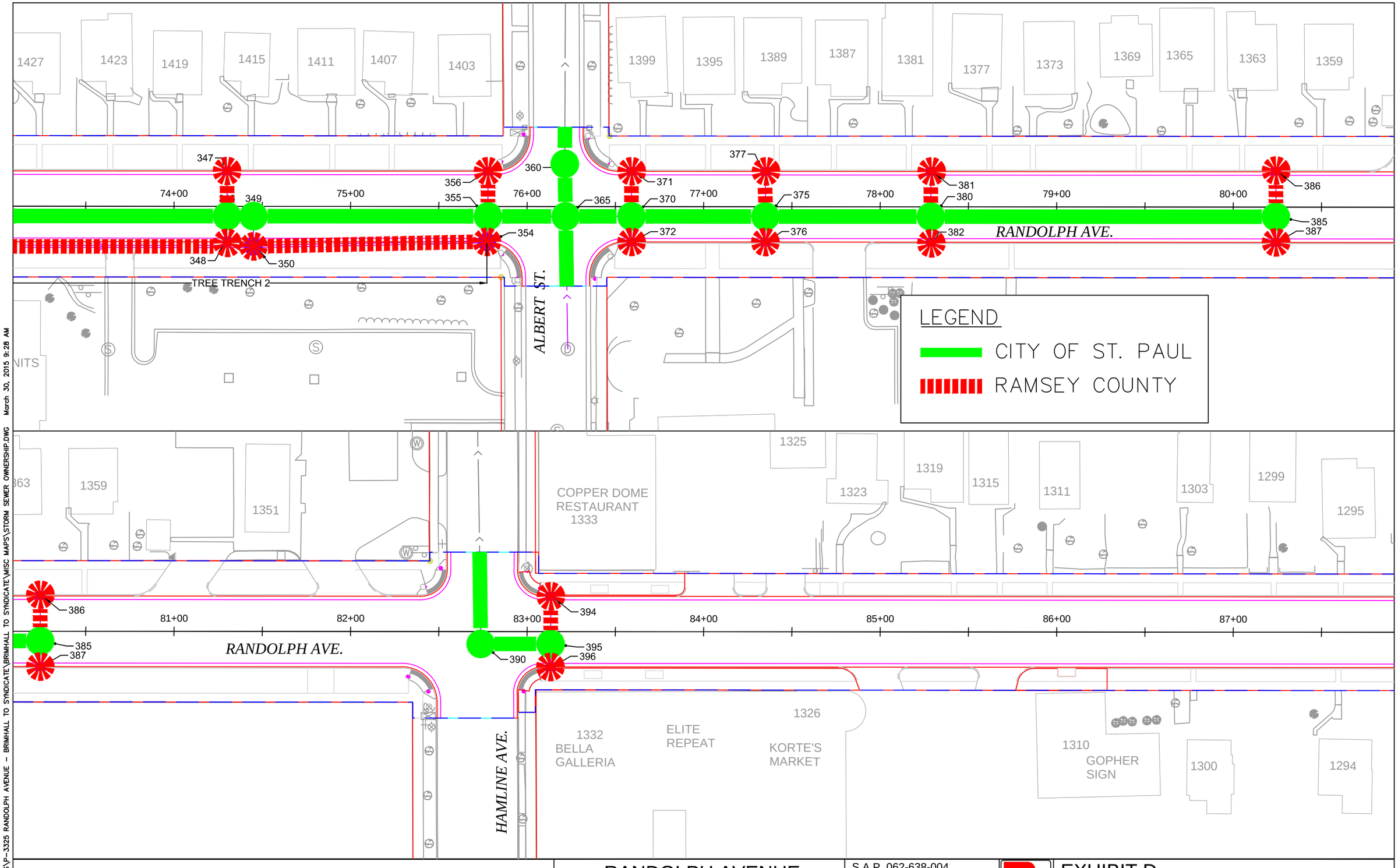
BRIMHALL STREET TO SYNDICATE STREET

S.A.P. 062-638-004
S.A.P. 164-020-132

COUNTY PROJ. P-3325

RAMSEY COUNTY

EXHIBIT D



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STORM SEWER OWNERSHIP

RANDOLPH AVENUE

BRIMHALL STREET TO SYNDICATE STREET

S.A.P. 062-638-004
S.A.P. 164-020-132

COUNTY PROJ. P-3325

RAMSEY COUNTY

EXHIBIT D