**RAMSEY COUNTY**
**COOPERATIVE AGREEMENT**
**WITH THE CITY OF SAINT PAUL FOR**
**Construction of Accessible Pedestrian Signal Systems (APS)**
**On White Bear Avenue and Cleveland Avenue**
**S.A.P. 062-646-024, S.A.P. 062-665-054, S.A.P. 164-109-023**
**S.A.P. 164-020-135, S.A.P. 164-141-010**

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 construction of Accessible Pedestrian Signal Systems on White Bear Avenue and Cleveland Avenue.

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, White Bear Avenue, in the area affected by construction, is designated County State Aid Highway (CSAH) 65; and

WHEREAS, Cleveland Avenue, in the area affected by construction, is designated County State Aid Highway (CSAH) 46; and

WHEREAS, the Project 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.) **062-646-024**, State Aid Project (S.A.P.) **062-665-054,** State Aid Project (S.A.P.) **164-109-023,** State Aid Project (S.A.P.) **164-020-135,** State Aid Project (S.A.P.) **164-141-010** ; and

WHEREAS, the subject road segments are located within the City; and

WHEREAS, the proposed Project includes, in addition to other items, the design, purchase and installation of 3 accessible pedestrian signal systems at the following intersections:

- White Bear Avenue (CSAH 65) at Ivy Avenue
- White Bear Avenue (CSAH 65) at Arlington Avenue
- Cleveland Avenue (CSAH 46) at Grand Avenue, 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 set out in full.

2. Responsibility for Design Engineering

   2.1. Construction must be consistent with Mn/DOT State Aid requirements and are subject to approval by the County.

   2.2. The City will prepare plans and specifications for the Project, which will include the proposed construction of three (3) accessible pedestrian signal systems. The accessible pedestrian signal systems shall include all components necessary to be a fully functioning and operational system meeting all applicable guidelines; said installations shall include but not be limited to: installation of handholes, conduit, conductors, push button stations, and necessary appurtenances

   2.3. Any costs associated with Project revisions after the completion of plans and specifications will be paid for by the party requesting the revisions.

3. Responsibility for Construction Engineering

   3.1. The City will provide construction engineering for the construction of the accessible pedestrian signal systems.

4. Project Costs

   4.1. 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 documented material, equipment, and labor costs.

   4.2. 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 B. If there is a conflict between Exhibit B and this Agreement, this Agreement will prevail.

   4.3. Design Engineering Costs

      4.3.1. 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.

      4.3.2. Design engineering fees shall be calculated based on the documented material, equipment, and labor costs.

4.4. Construction Engineering and Administration Costs

4.4.1. The County shall pay the City a construction engineering fee equal to 12% of the County's share of the items identified in Exhibit A.

4.4.2. Construction engineering and administration fees shall be calculated based on the documented material, equipment, and labor costs.

5. Payment Schedule

5.1. The City will invoice the County for final project costs. Invoice will include documented material, equipment, labor, and engineering costs.

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 continue to be responsible for maintenance of traffic signal systems in accordance with the Joint Powers Agreement between Ramsey County and The City of St. Paul (Council File 93-1974).

7. The County grants the City temporary construction easements 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.

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

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

6/3/2015

# MAINTENANCE PROJECT APS INSTALLATION
# CITY OF SAINT PAUL & RAMSEY COUNTY COST SHARE AGREEMENT
# APS Only

| Intersection | Jurisdiction | | Intersection Total Costs | | | Ramsey County Costs | | | St. Paul Costs | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | % County | % City | Construction | E&I | Intersection Total Cost | Construction | E&I | Ramsey Co Total | Construction | E&I | St. Paul Total |
| Cleveland Ave & Grand Ave<br>SAP 062-646-024<br>SAP 164-141-010 | 50% | 50% | $ 24,200.00 | $ 5,808.00 | $ 30,008.00 | $ 12,100.00 | $ 2,904.00 | $ 15,004.00 | $ 12,100.00 | $ 2,904.00 | $ 15,004.00 |
| White Bear Ave & Ivy Ave<br>SAP 062-665-054<br>SAP 164-020-135 | 50% | 50% | $ 31,000.00 | $ 7,440.00 | $ 38,440.00 | $ 15,500.00 | $ 3,720.00 | $ 19,220.00 | $ 15,500.00 | $ 3,720.00 | $ 19,220.00 |
| White Bear Ave & Arlington Ave<br>SAP 062-665-054<br>SAP 164-109-023 | 50% | 50% | $ 29,800.00 | $ 7,152.00 | $ 36,952.00 | $ 14,900.00 | $ 3,576.00 | $ 18,476.00 | $ 14,900.00 | $ 3,576.00 | $ 18,476.00 |
| **Total** | | | **$ 85,000.00** | **$ 20,400.00** | **$ 105,400.00** | **$ 42,500.00** | **$ 10,200.00** | **$ 52,700.00** | **$ 42,500.00** | **$ 10,200.00** | **$ 52,700.00** |

**Exhibit A Cleveland Ave and Grand Ave**

St Paul Signal ID Number: 386

SAP 062-646-024
SAP 164-141-010
50% County

| DESCRIPTION | UNIT | QUANTITY | PRICE | TOTAL | RAMSEY COUNTY | SAINT PAUL |
|---|---|---|---|---|---|---|
| REMOVE HANDHOLE | EACH | | $ 375.00 | $ - | $ - | $ - |
| 2" NMC DIRECT BORE | LF | 170 | $ 12.00 | $ 2,040.00 | $ 1,020.00 | $ 1,020.00 |
| 2" NMC | LF | 45 | $ 3.75 | $ 168.75 | $ 84.38 | $ 84.38 |
| APS PEDESTRIAN PUSH BUTTON STATION | EACH | 3 | $ 800.00 | $ 2,400.00 | $ 1,200.00 | $ 1,200.00 |
| APS PUSH BUTTON | EACH | 8 | $ 750.00 | $ 6,000.00 | $ 3,000.00 | $ 3,000.00 |
| 12" PED INDICATION WITH COUNTDOWN TIMER | EACH | 8 | $ 240.00 | $ 1,920.00 | $ 960.00 | $ 960.00 |
| 2/c #14 | LF | 975 | $ 2.10 | $ 2,047.50 | $ 1,023.75 | $ 1,023.75 |
| NAVIGATOR 2-WIRE CONTROL UNIT | EACH | 1 | $ 2,800.00 | $ 2,800.00 | $ 1,400.00 | $ 1,400.00 |
| HANDHOLE (ST. PAUL) | EACH | 2 | $ 800.00 | $ 1,600.00 | $ 800.00 | $ 800.00 |
| LABOR (ELECTRICIAN & TRUCK) | HR | 40 | $ 130.00 | $ 5,200.00 | $ 2,600.00 | $ 2,600.00 |
| | | | | **$ 24,176.25** | **$ 12,088.13** | **$ 12,088.13** |
| Construction | | | | $ 24,200.00 | $ 12,100.00 | $ 12,100.00 |
| 24% Engineering & Inspection | | | | $ 5,808.00 | $ 2,904.00 | $ 2,904.00 |
| **Total** | | | | **$ 30,008.00** | **$ 15,004.00** | **$ 15,004.00** |

## Exhibit A White Bear Ave and Ivy Ave

St Paul Signal ID Number: 354

SAP 062-665-054
SAP 164-020-135
50% County

| DESCRIPTION | UNIT | QUANTITY | PRICE | TOTAL | RAMSEY COUNTY | SAINT PAUL |
|---|---|---|---|---|---|---|
| REMOVE HANDHOLE | EACH | 4 | $ 375.00 | $ 1,500.00 | $ 750.00 | $ 750.00 |
| 2" NMC DIRECT BORE | LF | 160 | $ 12.00 | $ 1,920.00 | $ 960.00 | $ 960.00 |
| 2" NMC | LF | 60 | $ 3.75 | $ 225.00 | $ 112.50 | $ 112.50 |
| APS PEDESTRIAN PUSH BUTTON STATION | EACH | 6 | $ 800.00 | $ 4,800.00 | $ 2,400.00 | $ 2,400.00 |
| APS PUSH BUTTON | EACH | 8 | $ 750.00 | $ 6,000.00 | $ 3,000.00 | $ 3,000.00 |
| 12" PED INDICATION WITH COUNTDOWN TIMER | EACH | 16 | $ 240.00 | $ 3,840.00 | $ 1,920.00 | $ 1,920.00 |
| 2/c #14 | LF | 710 | $ 2.10 | $ 1,491.00 | $ 745.50 | $ 745.50 |
| NAVIGATOR 2-WIRE CONTROL UNIT | EACH | 1 | $ 2,800.00 | $ 2,800.00 | $ 1,400.00 | $ 1,400.00 |
| HANDHOLE (ST. PAUL) | EACH | 4 | $ 800.00 | $ 3,200.00 | $ 1,600.00 | $ 1,600.00 |
| LABOR (ELECTRICIAN & TRUCK) | HR | 40 | $ 130.00 | $ 5,200.00 | $ 2,600.00 | $ 2,600.00 |
| | | | | **$ 30,976.00** | **$ 15,488.00** | **$ 15,488.00** |
| Construction | | | | $ 31,000.00 | $ 15,500.00 | $ 15,500.00 |
| 24% Engineering & Inspection | | | | $ 7,440.00 | $ 3,720.00 | $ 3,720.00 |
| **Total** | | | | **$ 38,440.00** | **$ 19,220.00** | **$ 19,220.00** |

**Exhibit A White Bear Ave and Arlington Ave**

St Paul Signal ID Number: 009

SAP 062-665-054

SAP 164-109-023

50% County

| DESCRIPTION | UNIT | QUANTITY | PRICE | TOTAL | RAMSEY COUNTY | SAINT PAUL |
|---|---|---|---|---|---|---|
| REMOVE HANDHOLE | EACH | 1 | $ 375.00 | $ 375.00 | $ 187.50 | $ 187.50 |
| 2" NMC DIRECT BORE | LF | 240 | $ 12.00 | $ 2,880.00 | $ 1,440.00 | $ 1,440.00 |
| 2" NMC | LF | 85 | $ 3.75 | $ 318.75 | $ 159.38 | $ 159.38 |
| APS PEDESTRIAN PUSH BUTTON STATION | EACH | 6 | $ 800.00 | $ 4,800.00 | $ 2,400.00 | $ 2,400.00 |
| APS PUSH BUTTON | EACH | 8 | $ 750.00 | $ 6,000.00 | $ 3,000.00 | $ 3,000.00 |
| 12" PED INDICATION WITH COUNTDOWN TIMER | EACH | 16 | $ 240.00 | $ 3,840.00 | $ 1,920.00 | $ 1,920.00 |
| 2/c #14 | LF | 900 | $ 2.10 | $ 1,890.00 | $ 945.00 | $ 945.00 |
| NAVIGATOR 2-WIRE CONTROL UNIT | EACH | 1 | $ 2,800.00 | $ 2,800.00 | $ 1,400.00 | $ 1,400.00 |
| HANDHOLE (ST. PAUL) | EACH | 2 | $ 800.00 | $ 1,600.00 | $ 800.00 | $ 800.00 |
| LABOR (ELECTRICIAN & TRUCK) | HR | 40 | $ 130.00 | $ 5,200.00 | $ 2,600.00 | $ 2,600.00 |
| | | | | **$ 29,703.75** | **$ 14,851.88** | **$ 14,851.88** |
| Construction | | | | $ 29,800.00 | $ 14,900.00 | $ 14,900.00 |
| 24% Engineering & Inspection | | | | $ 7,152.00 | $ 3,576.00 | $ 3,576.00 |
| **Total** | | | | **$ 36,952.00** | **$ 18,476.00** | **$ 18,476.00** |

# Department of Public Works
# Cost Participation Policy

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

DRAFT- May 3, 2013

| 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% | |

EXHIBIT B

| 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% | |

EXHIBIT B

| 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. |

EXHIBIT B

| 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. |

EXHIBIT B

| 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. |

EXHIBIT B

| 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 | |

EXHIBIT B

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.