

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF SAINT PAUL FOR
Intersection Improvements and Reconstruction
at Payne Avenue (County State Aid Highway 58)
and East 7th Avenue (Minnesota State Highway 5)
S.A.P. 062-658-051
S.A.P. 164-020-139
SP 6228-61**

Total Project Cost: \$1,030,545.06
County Construction Cost: \$ 252,018.17
County Engineering Cost: \$ 63,004.54
Total County Cost: \$ 315,022.71

Attachments:
Exhibit 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 the reconstruction of the intersection at Payne Avenue (County State Aid Highway (CSAH) 58) and East 7th Avenue (Minnesota State Highway 5) ("Project").

RECITALS

1. The Project is identified in Ramsey County's 2017 – 2021 Transportation Improvement Program.
2. Payne Avenue, in the area affected by reconstruction, is designated as County State Aid Highway (CSAH) 58.
3. East 7th Avenue, in the area affected by reconstruction is designated Minnesota Trunk Highway 5.
4. The Project has been designated by the Minnesota Department of Transportation (Mn/DOT) as eligible for County State Aid Highway funds.
5. The Project has been designated as State Aid Project (S.A.P.) 062-658-051, S.A.P. 164-020-139, and State Project 6228-61.
6. The subject road segment is located within the City.

AGREEMENTS

1. Responsibility for Design Engineering

- 1.1. Plans, specifications, and proposals have been prepared in accordance with Mn/DOT State Aid requirements.
- 1.2. The City has prepared plans, specifications, and proposals for the Project, which include, among other things, alignment, profiles, grades, cross sections, paving, concrete curb and gutter, storm sewer, pedestrian curb ramps, turf establishment, traffic signals, street lighting, accessible pedestrian signals, and utility replacement and adjustments.
- 1.3. Plans for the Project showing proposed construction have been presented to the County and will be on file at the City of Saint Paul Public Works Department.

2. Procurement and Award of Contract

- 2.1. The City has taken bids in accordance with state law and City procedures.
- 2.2. The City has prepared an abstract of bids and a cost participation summary based on the lowest responsible bidder's proposal, and provided the same to the County.
- 2.3. The City awarded a contract and paid the contractor from the funds identified for the Project.

3. Responsibility for Construction Engineering

- 3.1. The City performed construction engineering for the Project.

4. Project Costs

- 4.1. 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 2017 – 2021 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement will prevail.
- 4.2. A list of the construction pay items and percentages of City funding responsibility as well as the total estimated City Project cost is attached as Exhibit A. (Cost Participation Based on Engineer's Estimate). Quantities and unit prices in Exhibit A are final quantities.

- 4.3. As Built, Mobilization, and Traffic Control are defined collectively as the “Prorated Items”. The City percentage of the Prorated Items is calculated as follows:

$$\text{County \% Prorated Items} = \frac{(\text{County Cost excluding the Prorated Items Cost})}{(\text{Total Project Cost excluding the Prorated Items Cost})}$$

The costs in the Prorated Items calculation will be based on contract unit prices and quantities at the time of contract award. No adjustments in the percentages will be made if unit prices or quantities vary during construction.

4.4. Design and Construction Engineering Costs

- 4.4.1. The County shall pay the City a design and construction engineering fee equal to 25% of the County’s share of the project items identified in Exhibit A.

5. Payment Schedule

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

6. Ownership and Maintenance Responsibility for Project Elements

6.1. Ownership and Maintenance Responsibility of the Roadway

- 6.1.1. The County will own and maintain CSAH 58 and associated roadway elements location within the County Right of Way, except as detailed below.

6.2. Ownership and Maintenance Responsibility of the Storm Sewer

- 6.2.1. The City shall own the following components of the storm sewer system:

- i. Trunk line
- ii. Trunk line manholes
- iii. Surface drains located outside of the County road right-of-way and associated leads
- iv. Trunk line outfalls

- 6.2.2. The County shall own the following components of the storm sewer system:

- v. Catch basins
- vi. Catch basin leads
- vii. Surface drains located within the County road right-of-way

6.2.3. The City and County shall each maintain the components of the storm sewer system under their respective ownership.

6.3. The City shall own and maintain the sanitary sewer and street lights. The City shall also own and maintain the sidewalk, with maintenance including snow removal and sidewalk panel replacement.

7. 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.
8. This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties.
9. COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
10. 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Melvin Carter, Mayor

Date: _____

By: _____
Paul Kurtz, Interim Director of Public Works

Date: _____

Approved by the Office of Financial Services:

By: _____

Approved as to Form:

By: _____
Assistant City Attorney

RAMSEY COUNTY, MINNESOTA

Ryan O'Connor, County Manager

Date: _____

Approval recommended:

Ted Schoenecker, Director
Public Works Department

Approved as to form:

Assistant County Attorney

Payne & 7th CITY PROJECT NO. 17-P-1414 STATEMENT OF ESTIMATED QUANTITIES																
ITEM NO.	ITEM	UNIT	COST / UNIT	MrDOT SP 6228-61 SAP 164-020-139 QTY	MrDOT SP 6228-61 SAP164-020-139 COSTS	Ramsey County SAP 062-658-018 QTY	Ramsey County SAP 062-658-018 COSTS	City PW Dept. 100% LOCAL QTY	City PW Dept. 100% LOCAL COSTS	City Water Dept. 100% LOCAL QTY	City Water Dept. 100% LOCAL COSTS	TOTAL QTY	TOTAL COSTS			
2011.601	AS BUILT	LUMP SUM	\$3,500.00	1	\$2,345.00	0.165	\$577.50	0.165	\$577.50			1	\$3,500.00			
2021.501	MOBILIZATION	LUMP SUM	\$19,505.00	0.92	\$17,944.60	0.04	\$780.20	0.032	\$624.16	0.008	\$156.04	1	\$19,505.00			
2101.502	CLEARING	TREE	\$330.00			2	\$660.00					2	\$660.00			
2101.507	GRUBBING	TREE	\$385.00			2	\$770.00					2	\$770.00			
2102.502	PAVEMENT MARKING REMOVAL	LIN. FT.	\$1.08	275	\$297.00							275	\$297.00			
2104.501	REMOVE UTILITY CONDUIT	LIN. FT.	\$1.50													
2104.501	REMOVE CONCRETE CURB	LIN. FT.	\$3.50	327.6	\$1,146.60	58.7	\$205.45	20.2	\$70.70			407	\$1,422.75			
2104.503	REMOVE CONCRETE WALK	SQ. FT.	\$1.50	4300	\$6,449.85	3052	\$4,577.25	273	\$408.90			7,624	\$11,436.00			
2104.503	REMOVE CONCRETE MEDIAN	SQ. FT.	\$2.00	454	\$908.00	164	\$328.00					618	\$1,236.00			
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ. YD.	\$12.50	172	\$2,150.00	25	\$312.50	1	\$6.25			198	\$2,468.75			
2104.505	REMOVE PAVEMENT	SQ. YD.	\$15.00	417	\$6,255.00	1334	\$20,010.00	4	\$60.00	15	\$225.00	1,770	\$26,550.00			
2104.509	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	\$12.50	23	\$292.50	32	\$397.50					55	\$690.00			
2104.509	REMOVE CATCH BASIN OR MANHOLE	EACH	\$400.00	4	\$1,600.00	3	\$1,200.00					7	\$2,800.00			
2104.509	REMOVE LIGHTING UNIT	EACH	\$275.00	2	\$550.00	1	\$275.00	1	\$275.00			4	\$1,100.00			
2104.509	REMOVE LIGHT FOUNDATION	EACH	\$450.00	1	\$450.00	2	\$900.00					3	\$1,350.00			
2104.509	REMOVE HANDHOLE	EACH	\$300.00			1	\$300.00	1	\$300.00			4	\$1,200.00			
2104.509	REMOVE SIGNAL SYSTEM	EACH	\$10,000.00	1	\$10,000.00							1	\$10,000.00			
2104.509	REMOVE SIGN TYPE C	EACH	\$37.80	2	\$75.60	2.0	\$75.60					4	\$151.20			
2104.509	REMOVE SIGN PANEL TYPE C	EACH	\$37.80	2	\$75.60	3	\$113.40	1	\$37.80			6	\$226.80			
2104.511	SAWING PAVEMENT (FULL DEPTH)	LIN. FT.	\$4.50	837	\$3,766.50	123.8	\$557.10	29.4	\$132.30	36	\$162.00	1,026	\$4,617.90			
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN. FT.	\$2.50	187	\$467.50	28	\$70.00	14	\$35.00			229	\$572.50			
2104.523	SALVAGE BUS STOP BENCH	EACH	\$100.00	2	\$200.00							2	\$200.00			
2104.525	ABANDON MANHOLE	EACH	\$1,000.00	1	\$1,000.00	1	\$1,000.00					2	\$2,000.00			
2105.501	COMMON EXCAVATION (P)	CU. YD.	\$60.00			338.0	\$20,280.00					338	\$20,280.00			
2105.507	SUBGRADE EXCAVATION	CU. YD.	\$15.00													
2105.609	GRANULAR BORROW	TON	\$12.50													
2118.501	AGGREGATE SURFACING, CLASS 5	TON	\$60.00	13	\$850.00	3.5	\$175.00	3.5	\$175.00			20	\$1,000.00			
2123.610	STREET SWEEPING (WITH PICKUP BROOM)	HOURL	\$140.00	23	\$3,220.00	6	\$840.00	6	\$840.00			35	\$4,900.00			
2130.501	WATER	M GALLON	\$81.00	2	\$162.00							2	\$162.00			
2211.501	AGGREGATE BASE CLASS 5	TON	\$27.50	51	\$1,402.50	938	\$25,795.00	1	\$27.50			990	\$27,225.00			
2232.501	MILL BITUMINOUS SURFACE (2.0")	SQ. YD.	\$4.05	1932	\$7,824.60	40	\$162.00	28	\$113.40			2,000	\$8,100.00			
2301.602	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	\$10.00	43.5	\$435.00	33.0	\$330.00	10.5	\$105.00			87	\$870.00			
2301.604	CONCRETE PAVEMENT (SPECIAL)	SQ. YD.	\$59.00	600	\$35,400.00							600	\$35,400.00			
2360.501	TYPE 9.5 WEARING COURSE MIXTURE (4.F)	TON	\$101.02	316.11	\$31,933.43	496.38	\$50,144.31			5.78	\$583.90	818.27	\$82,661.64			
2451.609	GRANULAR BACKFILL	TON	\$0.10													
2503.541	16" R.C. PIPE SEWER, DESIGN 3006, CLASS V	LIN. FT.	\$73.00	216	\$15,768.00	46.0	\$3,368.00	32.0	\$2,336.00			294	\$21,462.00			
2503.602	CONNECT TO EXISTING MANHOLES	EACH	\$600.00	2	\$1,600.00	1	\$900.00					3	\$2,400.00			
2503.603	VIDEO TAPE PIPE SEWER	LN. FT.	\$7.00													
2504.602	SERVICE STOP BOX	EACH	\$650.00													
2504.602	ADJUST SERVICE STOP BOX	EACH	\$200.00							2	\$400.00	2	\$400.00			
2504.602	REPAIR VALVE BOX	EACH	\$450.00							1	\$450.00	1	\$450.00			
2504.602	ADJUST VALVE BOX	EACH	\$375.00	6	\$2,250.00					1	\$375.00	7	\$2,625.00			
2504.602	REPLACE VALVE BOX	EACH	\$850.00													
2504.602	WATER UTILITY HOLE	EACH	\$2,800.00							4	\$11,200.00	4	\$11,200.00			
2504.602	EXCAVATION FOR WATER MAIN OFFSET TRENCH / REPLACEMENT TRENCH	EACH	\$1,200.00							1	\$1,200.00	1	\$1,200.00			
2504.603	WATER MAIN TRENCH	LN. FT.	\$80.00							270	\$21,600.00	270	\$21,600.00			
2504.603	WATER SERVICE EXCAVATION	LIN. FT.	\$65.00							23	\$1,495.00	23	\$1,495.00			
2504.604	2" INSULATION	SQ. YD.	\$75.00													
2506.516	CASTING ASSEMBLY	EACH	\$800.00			2	\$1,600.00	1	\$800.00			3	\$2,400.00			
2506.602	ADJUST FRAME AND RING CASTING	EACH	\$400.00			2.0	\$800.00					2	\$800.00			
2506.602	ADJUST DRAINAGE STRUCTURE	EACH	\$350.00					1.0	\$350.00			1	\$350.00			
2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	EACH	\$10,500.00			0.5	\$5,250.00	0.5	\$5,250.00			1	\$10,500.00			
2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 2	EACH	\$3,200.00	5	\$16,000.00	1	\$3,200.00					7	\$22,400.00			
2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$1,500.00			1.0	\$1,500.00	0.5	\$750.00			2	\$2,250.00			
2520.501	LEAN MIX BACKFILL	CU. YD.	\$400.00	6	\$2,400.00							6	\$2,400.00			
2521.501	4" CONCRETE WALK	SQ. FT.	\$4.48	2812	\$12,598.56	4566	\$20,453.89	97	\$432.77			7,475	\$33,406.21			
2521.501	6" CONCRETE WALK	SQ. FT.	\$9.84	1229	\$12,089.42	645	\$6,349.75	279	\$2,741.42			2,153	\$21,180.60			
2531.501	CONCRETE CURB & GUTTER, DESIGN B-612	LN. FT.	\$29.84	37	\$1,107.06			1	\$26.86			38	\$1,133.92			
2531.501	CONCRETE CURB & GUTTER, DESIGN B-624	LN. FT.	\$39.84	474	\$18,888.14	292.5	\$11,653.20	52.7	\$2,099.57			819	\$32,640.91			
2531.502	CONCRETE CURB DESIGN V4	LN. FT.	\$29.84	132	\$3,938.88	96	\$1,656.12	16	\$483.41			204	\$6,078.41			
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	\$69.00			72.7	\$5,016.30					73	\$5,016.30			
2531.618	TRUNCATED DOMES	SQ. FT.	\$60.00	104	\$6,240.00	79.8	\$4,788.00	39.8	\$2,388.00			223.6	\$13,416.00			
2540.602	INSTALL BUS STOP BENCH	EACH	\$250.00	2	\$500.00							2	\$500.00			
2545.511	LIGHTING UNIT TYPE SPECIAL	EACH	\$1,980.00	3	\$5,940.00	0.5	\$990.00	1	\$990.00			4	\$7,920.00			
2545.513	LUMINAIRE (LED)	EACH	\$1,000.00	6	\$6,000.00	1	\$1,000.00	1	\$1,000.00			8	\$8,000.00			
2545.515	LIGHT FOUNDATION DESIGN SPECIAL	EACH	\$2,250.00	3	\$6,750.00	0.5	\$375.00	0.5	\$375.00			4	\$3,000.00			
2545.523	1-1/2" NMC	LN. FT.	\$2.25	357	\$803.25	89	\$200.25	89	\$200.25			535	\$1,203.75			
2545.523	1-1/2" NMC TRENCH & RESTORE/PUSH	LN. FT.	\$10.00	67	\$670.00	17	\$170.00	17	\$170.00			101	\$1,010.00			
2545.531	1C #6 AVG	LN. FT.	\$2.50	1822	\$4,555.00	455.5	\$1,138.75	455.5	\$1,138.75			2,733	\$6,832.50			
2545.531	1C #8 AVG INSULATED	LN. FT.	\$1.50	607	\$910.50	152	\$228.00	152	\$228.00			911	\$1,366.50			
2545.553	HANDHOLE	EACH	\$600.00	3	\$1,800.00	0.5	\$300.00	0.5	\$300.00			4	\$2,400.00			
2563.601	TRAFFIC CONTROL	LUMP SUM	\$12,000.00	0.92	\$11,040.00	0.04	\$480.00	0.032	\$384.00	0.008	\$96.00	1	\$12,000.00			
2564.531	SIGN PANELS TYPE C	SQ. FT.	\$71.55	15	\$1,073.25	20.25	\$1,448.89					35	\$2,522.14			
2564.531	SIGN PANELS TYPE D	SQ. FT.	\$35.00	58	\$2,030.00							58	\$2,030.00			
2564.602	INSTALL SIGN COLLAR	EACH	\$150.00	1	\$150.00	4.0	\$600.00	1.0	\$150.00			6	\$900.00			
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM	SIG SYS	\$250,000.00	0.67	\$167,500.00	0.165	\$41,250.00	0.165	\$41,250.00			1	\$250,000.00			
2565.514	TRAFFIC CONTROL INTERCONNECTION	LUMP SUM	\$10,000.00	0.67	\$6,700.00	0.165	\$1,650.00	0.165	\$1,650.00			1	\$10,000.00			
2573.530	STORM DRAIN INLET PROTECTION	EACH	\$225.00	10	\$2,250.00	3.5	\$787.50	3.5	\$787.50			17	\$3,825.00			
2574.525	COMMON TOPSOIL BORROW	CU. YD.	\$63.72	9	\$573.48	13	\$828.36	13	\$828.36			35	\$2,230.20			
2575.505	SODDING, TYPE LAWN	SQ. YD.	\$9.77	74	\$722.98	116.5	\$1,138.21	116.5	\$1,138.21			301	\$2,989.36			
2582.501	PAVEMENT MESSAGE (LEFT ARROW) - PREF TAPE	SQ. FT.	\$20.64	30	\$619.20							30	\$619.20			
2582.501	PAVEMENT MESSAGE (RIGHT ARROW) - PREF TAPE	SQ. FT.	\$20.64			7.5	\$154.80	7.5	\$154.80			15	\$309.60			
2582.501	PAVEMENT MESSAGE (BIKE LANE SYMBOL) - PREF TAPE	SQ. FT.	\$20.64			17	\$350.88	17	\$350.88			34	\$701.76			
2582.502	4" SOLID LINE WHITE - PREF TAPE - INLAY	LN. FT.	\$4.27	285	\$1,216.95							285	\$1,216.95			
2582.502	4" SOLID LINE WHITE - EPOXY - GROUND IN (WR)	LN. FT.	\$4.27	155	\$661.85							155	\$661.85			
2582.502	4" DOUBLE SOLID LINE YELLOW - PREF TAPE - INLAY	LN. FT.	\$8.86	135	\$1,196.10							135	\$1,196.10			
2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY - GROUND IN (WR)	LN. FT.	\$8.86	340	\$3,012.40	67.5	\$598.05	67.5	\$598.05			475	\$4,208.50			
2582.502	4" DOTTED LINE WHITE - PREF TAPE - INLAY	LN. FT.	\$4.27			21	\$89.67	21	\$89.67			42	\$179.34			
2582.502	4" BROKEN LINE WHITE - EPOXY - GROUND IN (WR)	LN. FT.	\$4.27	170	\$725.90							170	\$725.90			