

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF SAINT PAUL FOR
Reconstruction of County State Aid Highway 46 (Cleveland Avenue)
From Como Avenue to Larpenteur Avenue
and County State Aid Highway 30 (Larpenteur Avenue)
From Cleveland Avenue to Gortner Avenue
County State Aid Project 062-646-033 and 062-630-672
Municipal State Aid Project 164-020-155**

Total Project Cost: \$7,294,702.60
City of St. Paul Cost: \$857,610.94

Attachments:
A – Engineer’s Estimate
B – Stom Sewer Ownership

This Agreement is between the City of St. Paul, a municipal corporation ("City") and Ramsey County, a political subdivision of the State of Minnesota, ("County") for the reconstruction of County State Aid Highway (CSAH) 46 (Cleveland Avenue) reconstruction from Como Avenue to Larpenteur Avenue and retaining wall reconstruction on Larpenteur from Cleveland Avenue to Gortner Avenue ("Project").

RECITALS

1. The Project is identified in Ramsey County’s 2020 – 2024 Transportation Improvement Program.
2. Cleveland Avenue, in the area affected by reconstruction, is designated County State Aid Highway 46 and Larpenteur Avenue is in the area affected by retaining wall construction, is designated County State Aid Highway 30.
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 designated as County State Aid Project 062-646-032, 062-630-671 and Municipal State Aid Project 164-020-155.
5. The subject road segment is partially located within the City. This agreement applies only to portions of the right-of-way located within City of Saint Paul municipal boundaries.

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 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.
 - 1.3. Plans for the Project showing proposed construction will be presented to the City for City approval and will be on file at Ramsey County Public Works Department.
 - 1.4. Any costs associated with Project revisions after City approval will be paid for by the party requesting the revisions. All revisions are subject to approval by the County. Any revisions that increase required cost participation from the City require prior City approval.
2. Responsibility for the Right of Way Plan and Acquisition
 - 2.1. The County will prepare a right of way acquisition plan showing easements and other property interests required for construction of the Project in accordance with Mn/DOT State Aid standards.
 - 2.2. The County will acquire the proposed easements and right of way in accordance with Mn/DOT State Aid requirements.
3. Procurement and Award of Contract
 - 3.1. The County will take bids in accordance with state law and County procedures.
 - 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 be responsible for contract administration.

4. Responsibility for Construction Engineering

4.1. Except for those portions identified in Section 4.1.1, 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 the signal at Cleveland and Buford and lighting on the west side of Cleveland Avenue.

5. Project Costs

5.1. 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 2020 – 2024 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement will prevail.

5.2. 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 estimates. Actual costs shall be based on the contract unit prices and the quantities constructed.

5.3. Mobilization, Field Office, Erosion Control Supervisor, and Traffic Control are defined collectively as the “Prorated Items”. The City percentage of the Prorated Items is calculated as follows:

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

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.

5.4. The City will supply signal cabinet and emergency vehicle preemption equipment for the Cleveland and Buford signal, and which will be paid for under a separate force account agreement.

5.5. Design Engineering Costs

5.5.1. The City shall pay the County a design engineering fee equal to 12% of the City’s share of the project items identified in Exhibit A.

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

5.6. Right of Way Acquisition Costs

5.6.1. Right of way acquisition costs will be split between City and County according to previous agreement PUBW2020-06R.

5.7. Construction Engineering Costs

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

5.7.2. The City shall pay the County a construction engineering fee equal to 2% of its share of city inspected items identified in Exhibit A.

5.7.3. The City shall be credited a construction engineering fee equal to 10% for the share of non-city items for county legs of the Cleveland and Buford signal legs as identified in Exhibit A.

5.7.4. 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 35 days of receipt of an invoice.

7. Ownership and Maintenance Responsibility for Project Elements

7.1. Ownership and Maintenance Responsibility of the Roadway

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

7.2. Ownership and Maintenance Responsibility of the Storm Sewer (*catch basins and leads, main, infiltration systems, ponding, water treatment*)

7.2.1. 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

7.2.2. The County shall own the following components of the stormsewer system:

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

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

7.3. The City will own and maintain the sanitary sewer.

7.4. The City will own and maintain the street lights and boulevard trees within the city limits on Cleveland Avenue.

7.5. The County will own the signal system at Cleveland at Buford and Cleveland at Como; and the City will maintain the Signal System and APS for both locations in accordance with Joint Powers Agreement between Ramsey County and the City of St. Paul, Council File 93-1974. The County will own and maintain the signal system and APS at Cleveland and Larpenteur.

7.6. The County shall own and maintain the retaining walls in County road right of way.

7.7. The County will own the sidewalk and be responsible for major maintenance and replacement at the end of its useful life. The City shall be responsible for all maintenance, including but not limited to patching, snow and ice control, sweeping, debris removal, vegetation control, panel replacement, settlement adjustments, etc.

8. The City grants the County temporary construction permits 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 be responsible for their own acts and omissions, and any and all liability, losses, costs, damages, expenses, claims, or actions (including attorney's fees), arising out of or by reason of any act or omission of their respective officials, agents, or employees, in the execution, performance, or failure to adequately perform obligations 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.
11. 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.

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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:

Ted Schoenecker, Director
Public Works Department

Approved as to form:

Assistant County Attorney