

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF ST. PAUL FOR
Edgcumbe Road: Saint Paul Ave to
Hampshire Avenue
City Project No. 22-P-8179
Municipal State Aid Project 164-132-032
County State Aid Project 062-646-038**

Total Traffic Signal Cost:	\$330,000.00
City of St. Paul Traffic Signal Cost:	\$165,000.00
Ramsey County Traffic Signal Cost:	\$165,000.00

Attachments:

Exhibit A – Project Location Map

Exhibit B – Engineer’s Estimate

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")

WHEREAS, The Traffic Signal at St. Paul Avenue (County State Aid Highway 46) and Edgcumbe Road ("Project Limits") is identified in Ramsey County’s 2022-2026 Transportation Improvement Program for Miscellaneous Infrastructure Improvements, Various Traffic Signals and this location is shown in Exhibit A – Project Location Map; and

WHEREAS, the City and County desire to reconstruct the traffic signal at the intersection of St. Paul Avenue and Edgcumbe Road within the Project limits ("Project"); and

WHEREAS, in addition to the defined Project, the City intends to perform reconstruction on Edgcumbe Road within the Project Limits in which the County will not participate; and

WHEREAS, in the area affected by construction, St. Paul Avenue is designated County State Aid Highway (CSAH) 46 and is located within the City; and

WHEREAS, Edgcumbe Road is within City right-of-way north of Saint Paul Avenue and County right-of-way south of Saint Paul Avenue; and

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

WHEREAS, the Project has been designated as Municipal State Aid Project (S.A.P.) 164-132-032, and County State Aid Project (S.A.P.) 062-646-038;

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

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 City will prepare plans, specifications, and proposals for the proposed traffic signal and accessible pedestrian signals at St. Paul Avenue & Edgcumbe Road, to be approved by the County.
- 1.3. Final approved Traffic Signal Plans for the Project showing proposed construction will be presented to the County and will be on file at St. Paul Public Works Department.
- 1.4. Any costs associated with Project revisions after the completion of plans and specifications will be paid for by the party requesting the revisions. Revisions are subject to approval by both parties.

2. Responsibility for the Right of Way Plan and Acquisition

- 2.1. There is no Right-of-Way being acquired for the Project.

3. Procurement and Award of Contract

- 3.1. The City will take bids in accordance with state law and City procedures.
- 3.2. The City 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 County.
- 3.3. The City will award a contract to the lowest responsible bidder.

4. Responsibility for Construction Engineering

- 4.1. The City shall be responsible for the construction and perform the construction engineering for all elements of the Project.

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 2022 – 2026 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement will prevail.

5.2. County and City will each be responsible for 50% of the costs of the signal system (Signal System “A” Edgcumbe & St. Paul Ave). Exhibit B provides a designation of the pay items and the Engineer’s Estimated costs. Quantities and unit prices shown in Exhibit B are estimates. Actual costs shall be based on the contract unit prices and the quantities constructed, determined after Project completion.

5.3. Design Engineering Costs

5.3.1. The County shall pay the City a design engineering fee equal to 10% of the County’s share of the signal system.

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

5.4. Construction Engineering Costs

5.4.1. The County shall pay the City a construction engineering fee equal to 10% of the County’s share of the signal system.

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

6. Payment Schedule

6.1. The City will invoice design engineering fees at Project construction plan completion when final plans are approved and signed by all parties.

6.2. The City will invoice construction engineering costs monthly and at the time of substantial project completion, as determined by the City.

6.3. The City will invoice construction costs monthly and at the time of substantial project completed based on the payments made to the contractor.

6.4. Invoice must include documentation of the charges, fees and costs as reasonably required by the other party.

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

7. Ownership and Maintenance Responsibility for Project Elements

7.1. The joint powers agreement between the County and the City, County Resolution 93-643 and City Council File 93-1974, details maintenance responsibilities and costs on the County road system in the City.

8. The County grants the City temporary construction permits 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.
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. COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
11. 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.

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

If to the CITY: City of St. Paul
 25 West Fourth
 Street
 CHA 800
 St. Paul, MN 55102
 Attention: Nick Peterson

If to the COUNTY: Ramsey County Public Works
 1425 Paul Kirkwold Drive
 Arden Hills, MN 55112
 Attention: Brad Estochen, Ramsey County Engineer

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CITY OF ST. 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:

Brad Estochen, Ramsey County Engineer

Approved as to form:

Assistant County Attorney

MINNESOTA DEPT. OF TRANSPORTATION

CITY OF ST. PAUL
Department of Public Works

CONSTRUCTION PLAN
for
GRADING, CURB AND GUTTER, BITUMINOUS PAVING,
WATER MAIN, STORM SEWER, STRIPING AND SIGNING
on

EDGCUMBE ROAD

SAINT PAUL AVE TO HAMPSHIRE AVENUE

S.A.P. NO. 164-132-032

S.A.P. NO. 062-646-038

CITY PROJECT NO. 22-P-8179

GROSS LENGTH	2667 FEET	0.505 MILES
BRIDGES LENGTH	0.00 FEET	0.000 MILES
EXCEPTIONS LENGTH	0.00 FEET	0.000 MILES
NET LENGTH	2667 FEET	0.505 MILES

DESIGN DESIGNATION

PRESENT ADT (2022)	9650
PROJECTED ADT (2042)	9650
FUNCTIONAL CLASSIFICATION:	COLLECTOR
NO. OF TRAFFIC LANES	2
NO. OF PARKING LANES	0
R VALUE	20
N18 FACTOR	1,870,554
DESIGN LOAD (TON)	9
DESIGN SPEED (MPH)	30
STOPPING SIGHT DISTANCE BASED ON:	3.5' HEIGHT OF EYE & 2.0' HEIGHT OF OBJECT

PLAN SHEET INDEX

1. TITLE SHEET
2. LEGEND AND PLAN SHEET LOCATION MAP
3. STATEMENT OF ESTIMATED QUANTITIES
4. STAGING PLAN
- 5-6. EXISTING SEWER CHART/PROPOSED SEWER CHART
- 7-9. TYPICAL SECTIONS
10. EROSION AND SEDIMENT CONTROL PLAN
11. STANDARD DETAIL PLATES AND CONSTRUCTION DETAILS
- 12-14. INFILTRATION TRENCH DETAILS
- 15-19. SEWER DETAILS
- 20-26. PED RAMP DETAILS
- 27-32. PAVING PLANS
- 33-36. PROFILES
- W1-W9. WATER MAIN INSTALLATION
- ST1-ST15. STRIPING PLANS
- LT1-LT10. LIGHTING PLANS (FOR INFORMATION ONLY)
- SS1.-SS9. TRAFFIC SIGNAL PLANS (FOR INFORMATION ONLY)

SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.
ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE LATEST EDITION OF THE MMUTCD, INCLUDING THE LATEST "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS"

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

APPROVED. *Nick Datt* DATE 4-15-22
City of St. Paul Manager Street Engineering/Construction Division
APPROVED. *Faith Fort* DATE 4-18-22
Saint Paul City Engineer
APPROVED. *Ramsey County Engineer* DATE 4/19/2022
Ramsay County Engineer
For *Julie Drael* DATE 4/21/2022
District State Aid Engineer: Reviewed for Compliance
with State Aid Rules/Policy
For *Julie Drael* DATE 4/21/2022
Approved for State Aid funding ; State Aid Engineer

THIS PLAN CONTAINS 79 SHEETS

Exhibit A - Project Location Map

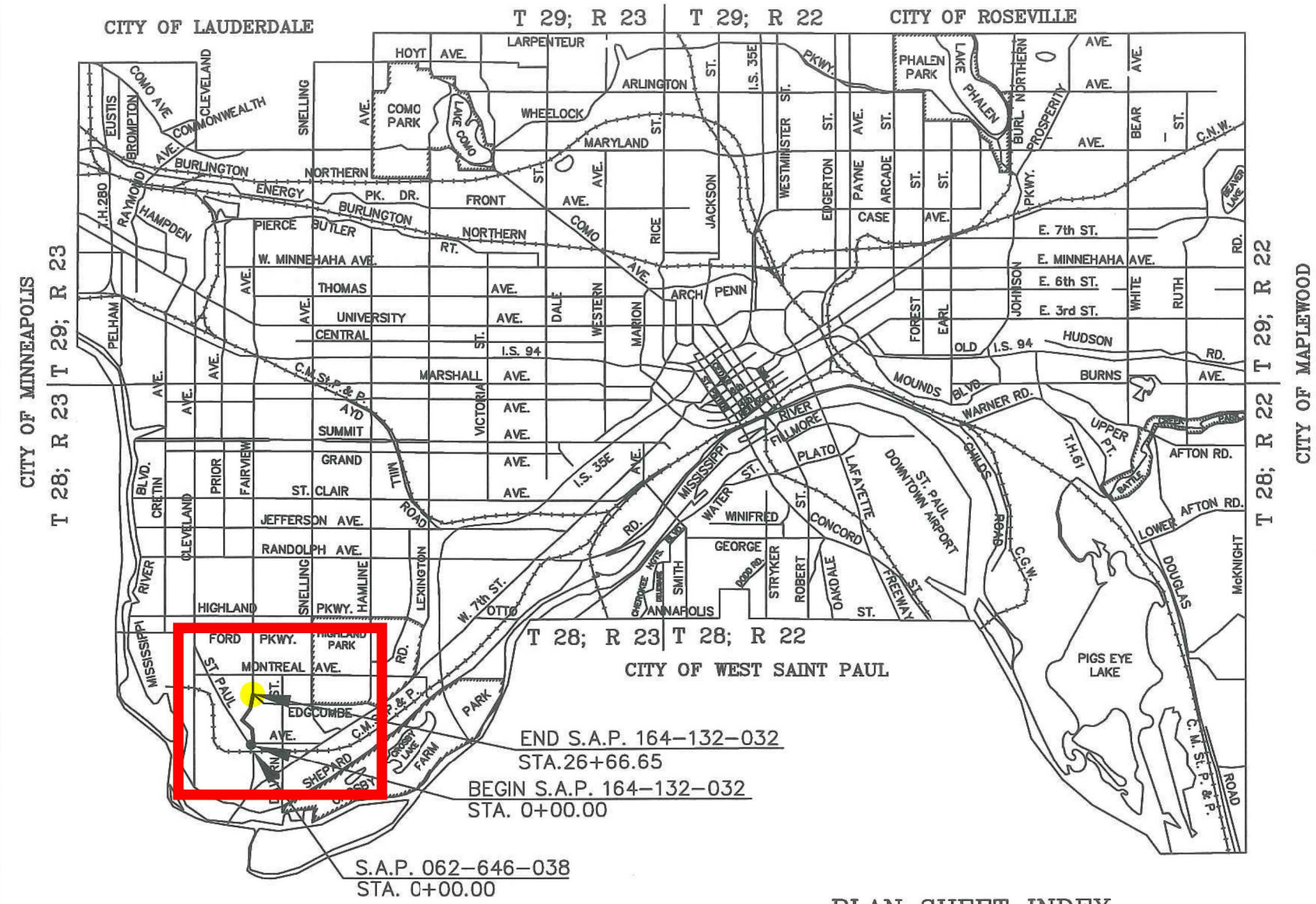


Exhibit B - Engineer's Estimate						
Pay Item	Quantity	Unit Cost	Item Cost	10% Design Engineering Fee	10% Construction Engineering Fee	Estimated Total Cost
Signal System "A" Edgcombe & St. Paul Ave	1	\$ 275,000.00	\$ 275,000.00	\$ 27,500.00	\$ 27,500.00	\$ 330,000.00
Total Cost:			\$ 275,000.00	\$ 27,500.00	\$ 27,500.00	\$ 330,000.00
Ramsey County Share						
50% Unit Cost Share			\$ 137,500.00			\$ 137,500.00
Design Cost Share				\$ 13,750.00		\$ 13,750.00
Construction Cost Share					\$ 13,750.00	\$ 13,750.00
Ramsey County Total Cost:						\$ 165,000.00
City of St. Paul Share						
50% Unit Cost Share			\$ 137,500.00			\$ 137,500.00
Design Cost Share				\$ 13,750.00		\$ 13,750.00
Construction Cost Share					\$ 13,750.00	\$ 13,750.00
City of St. Paul Total Cost:						\$ 165,000.00