# RAMSEY COUNTY COOPERATIVE AGREEMENT WITH THE CITY OF ST. PAUL FOR The Reconstruction of Hidden Falls Drive From Mississippi River Blvd to Boat Ramp Parking Lot

Total Project Cost: \$965,020.50
City of St. Paul Cost: \$482,510.25
State Park Road Account Cost: \$482,510.25

#### **Attachments:**

Exhibit A – Grant Application, Map, and 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") for the reconstruction of Hidden Falls Drive from Mississippi River Boulevard South to the boat ramp parking lot entrance, at Hidden Falls Regional Park, all as more particularly described in Exhibit A, attached hereto (the "Project").

#### **RECITALS**

WHEREAS, Hidden Falls Drive, in the area affected by the Project, is a City owned and operated road within Hidden Falls Regional Park; and

WHEREAS, the City desires to reconstruct Hidden Falls Drive for the purpose of aiding in recreational access to Hidden Falls Park and the Mississippi River; and

WHEREAS, as more particularly described in Exhibit A, City applied to the State Park Road Account Program for funding for the Project, and was approved for such funding; and

WHEREAS, the Project has been given support by the Minnesota Department of Natural Resources and Ramsey County Public Works;

WHEREAS, the Minnesota Department of Natural Resources has delivered the sum of \$482,510.25 (such sum being the State Park Road Account share of costs for the Project, and being referred to herein as the "State Park Road Account Sum") to Ramsey County, to be held by Ramsey County and paid to City upon City's completion of the Project; and

WHEREAS, all remaining Project costs will be paid for through the City's Parks and Trails Legacy funding; and

### 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. City will prepare plans, specifications, and proposals for the Project, which will include, among other things, the proposed road reconstruction, alignment, profiles, grades, cross sections, removals, paving, concrete curb and gutter, sidewalk, pedestrian curb ramps, turf establishment, lighting, and utility replacement and adjustments.
  - 1.3. Final approved plans for the Project showing proposed construction will be presented to the County and will be on file at St. Paul Parks and Recreation 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.
- 2. Responsibility for the Right of Way Plan and Acquisition
  - 2.1. No right-of-way is being acquired as part of the Project.
- 3. Procurement and Award of Contract
  - 3.1. City will take bids in accordance with state law.
  - 3.2. City will prepare an abstract of bids and a cost participation summary based on the lowest responsible bidder's proposal.
  - 3.3. City will award a contract and pay the contractor from the State Park Road Account and the City's Parks and Trails Legacy funding.
- 4. Responsibility for Construction Engineering
  - 4.1. City shall perform or contract the performance of the construction engineering for all elements of the Project.
- 5. Project Costs
  - 5.1. A list of the construction pay items and associated unit costs to be paid by the City is attached in Exhibit A Grant Application, Map, and 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. The City will pay 100% of the cost of pay items associated with the road reconstruction as shown in Exhibit A from their designated funding sources.
- 5.3. The County will have no obligations to share in any costs of the Project, it being understood that the County's obligations hereunder are limited solely to the payment of the State Park Road Account Sum upon the City's completion of the Project.
- 5.4. Design Engineering Costs
  - 5.4.1. The City will design the Project plans. The County shall not pay the City a design engineering fee.
  - 5.4.2. Design engineering fees shall be calculated based on the quantities and unit prices at the time of contract award.
- 5.5. Right of Way Acquisition Costs
  - 5.5.1. Acquisition of any Right of Way or easements will be funded by the City.
- 5.6. Construction Engineering Costs
  - 5.6.1. The City will administer the construction engineering. The County shall not pay the City a construction engineering cost.
  - 5.6.2. Construction engineering and administration fees shall be calculated based on the final contract quantities and unit prices.
- 6. Payment Schedule
  - 6.1. The County will pay the State Park Road Account Sum to City in one lump sum upon the completion of the Project, as evidenced by final project punch-list submittal.
- 7. Ownership and Maintenance Responsibility for Project Elements
  - 7.1. The City will own and maintain all elements of this project within City Right of Way and City Park property.
- 8. The County grants City temporary construction permits over all County owned rightsof-way and property within the limits of the Project for use during construction at no cost to City.

- 9. Each Party agrees that it will be responsible for its own acts and/or omissions and those of its employees, representatives, and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. The liability of the City, its employes, representatives, and agents shall be governed by provisions of Minnesota Statutes Chapter 466 et. seq. al. and other applicable law.
- 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, Parks and Recreation

25 West 4th Street, Suite 400

Saint Paul, MN 55102

Attention: Alice Messer, Design and Construction Manager

If to the COUNTY: Ramsey County Public Works

1425 Paul Kirkwold Drive Arden Hills. MN 55112

Attention: John Mazzitello, Deputy Director

| CITY OF ST. PAUL, MINNESOTA             |       |
|---|-------|
| By:<br>Mayor or Designee                | Date: |
| By:<br>Director of Parks and Recreation | Date: |
| Ву:                                     |       |
| Director of Financial Services          |       |
| Approved as to Form:                    |       |
| Ву:                                     |       |
| Assistant City Attorney                 |       |

# Agreement PW2024-13

| RAMSEY COUNTY, MINNESOTA                                    |       |
|---|-------|
| Ling Becker, County Manager                                 | Date: |
| Approval recommended:                                       |       |
| John Mazzitello, Deputy Director<br>Public Works Department | -     |
| Approved as to form:  |       |
| Assistant County Attorney                                   | -     |

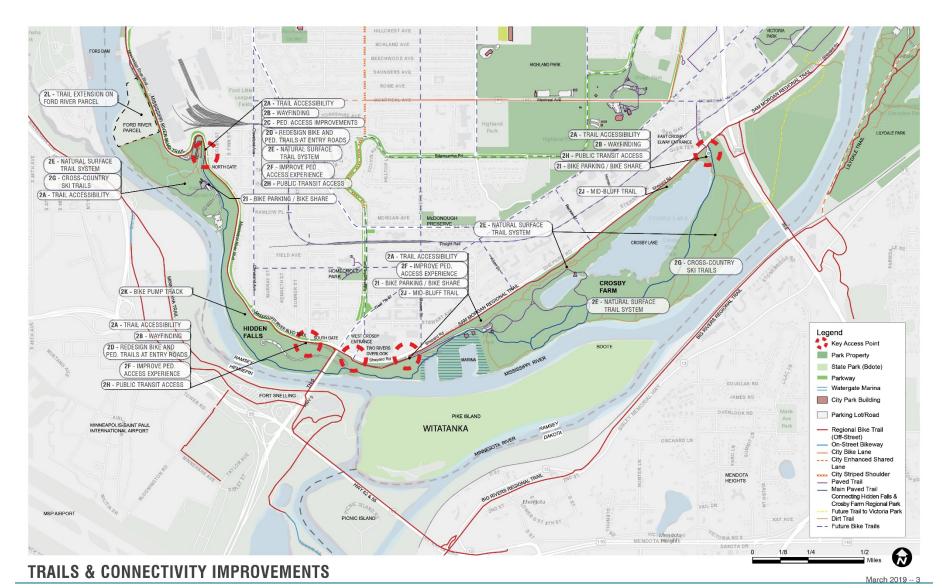
#### **Project Description**

The City of Saint Paul proposes a full reconstruction of Hidden Falls Drive from Mississippi River Boulevard South to the boat ramp parking lot entrance. The total length of road to be reconstructed is one-third of a mile. The roadway gives access for motorized vehicles, bicycles, and pedestrians to the 131 acres in Hidden Falls Regional Park. The road provides the only access to the north area of the park for hiking, walking, biking, and exploring five contiguous miles of Mississippi River shoreline in addition to the recreation opportunities for boating (motorized and non-motorized) on the river. The new road would support two-way traffic in 11-foot travel lanes and would provide access to the only free public boat launch into the Mississippi River for several miles up- and down-stream.

Entry into the park and access to the river, begins at the top of the bluff and traverses down the bluff side at slopes up to 10%. The road flattens out at the base of the slope as it enters the floodplain area of the park as visitors approach the Mississippi River. The project will regrade the steep slope where it is possible to improve safety and access for those traveling into and out of the park. Though the slope of the road may have some modification, the cross section of the current park entry road will be reconstructed as shown in the existing road cross section, including an 11' travel lane with concrete curb.

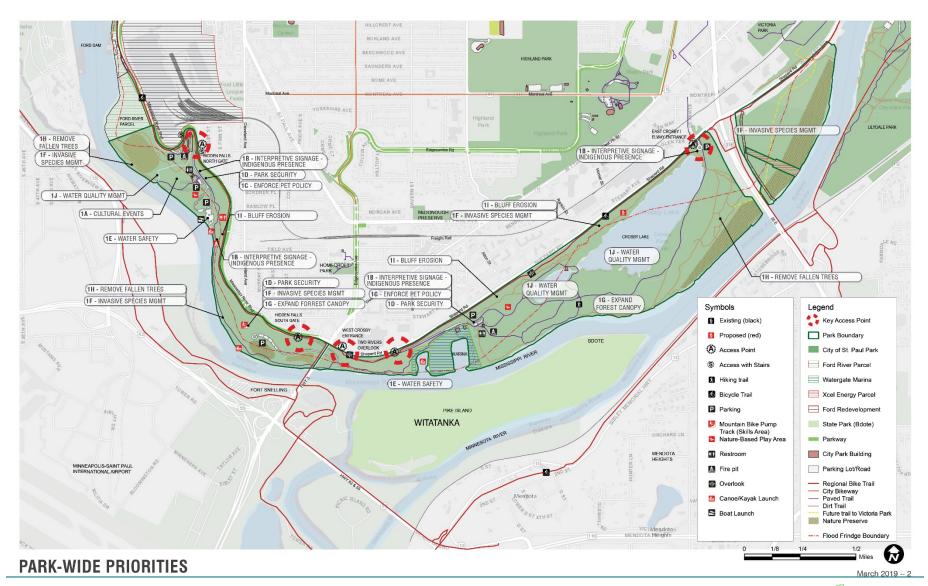
The road is open to the public during normal hours of park operation, sunrise to 10pm. A gate at the entrance drive from Mississippi River Boulevard restricts access overnight. There is no fee to enter the park, and as a regional park, the park draws visitorship from the entire Twin Cities metropolitan area and beyond. The boat launch at the end of Hidden Falls Drive is one of the very few access points to the Mississippi River for boaters in the Saint Paul section of the river, and as a free boat launch, it is a highly used by anglers and recreational users of the Mississippi River.

In 2018, the Master Plan for Hidden Falls-Crosby Farm Regional Park was completed identifying areas of improvement for the park. The roadway and access from Mississippi River Boulevard are identified as areas of improvement in the plan. The reconstruction of this road will be the first step in implementing the long-term vision of the park's master plan. Two excerpts from the master plan provided below show how this road will integrate with trail and other connectivity improvements as well as more general park improvements.



Master Plan for HIDDEN FALLS - CROSBY FARM REGIONAL PARK





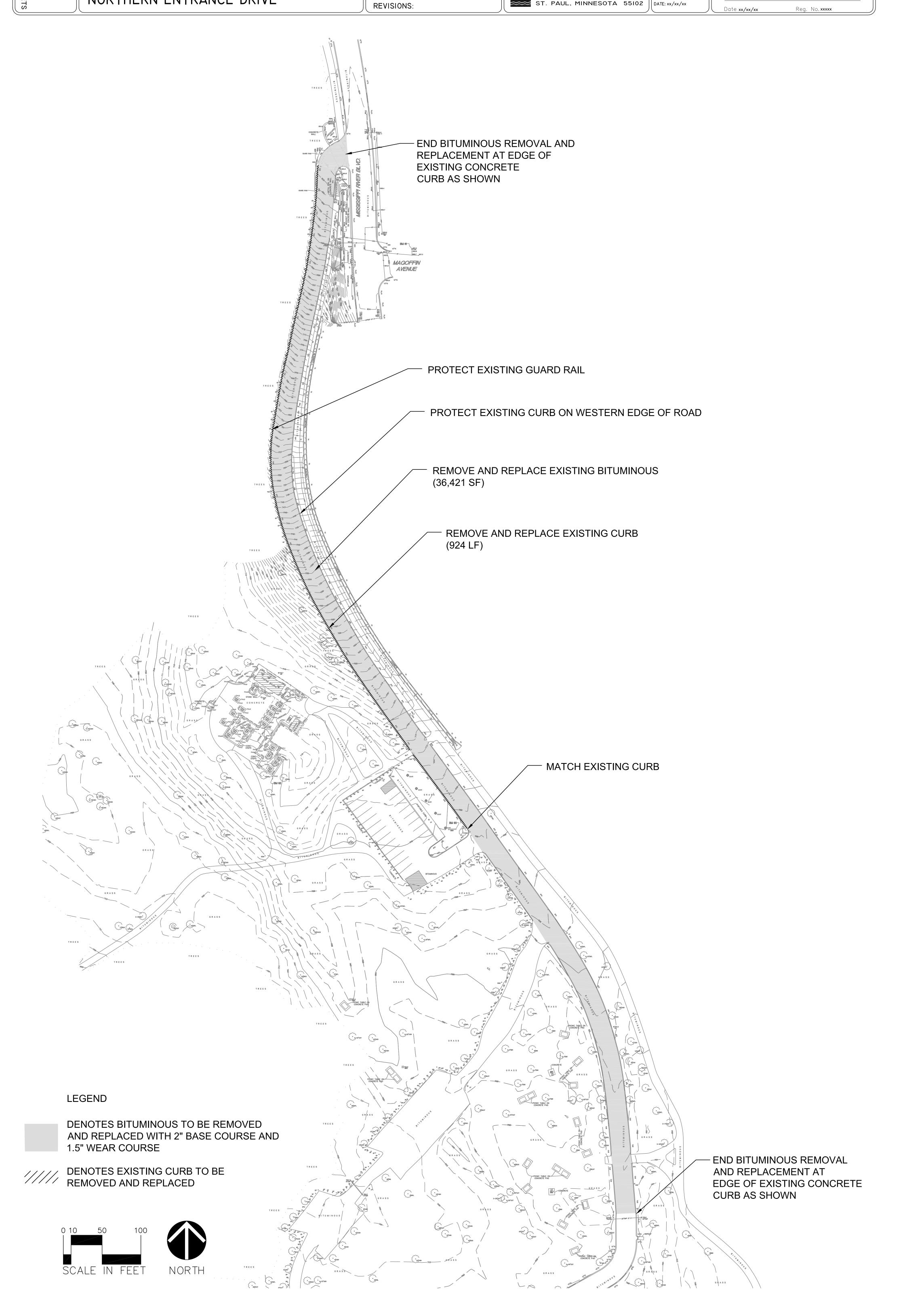
HIDDEN FALLS BITUMINOUS REPLACEMENT NORTHERN ENTRANCE DRIVE

REMOVAL PLAN

DIVISION OF PARKS & RECREATION 300 CITY HALL ANNEX 25 WEST FOURTH STREET
ST. PAUL, MINNESOTA 55102

JOB NO: L15-12-25 DR: xx CK:xx SUPV:xx DATE: xx/xx/xx

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.



## **Preliminary Cost Estimate**

The estimate for the construction portion of the project is \$965,020.50. This application proposes to evenly split the cost with \$482,510.25 coming from the State Park Road Account and \$482,510.25 provided locally from the City's Parks and Trails Legacy funding. The local share of this project is already committed. Design, engineering, and construction administration fees would be funded locally from the same source and are in addition to the construction estimate that follows.

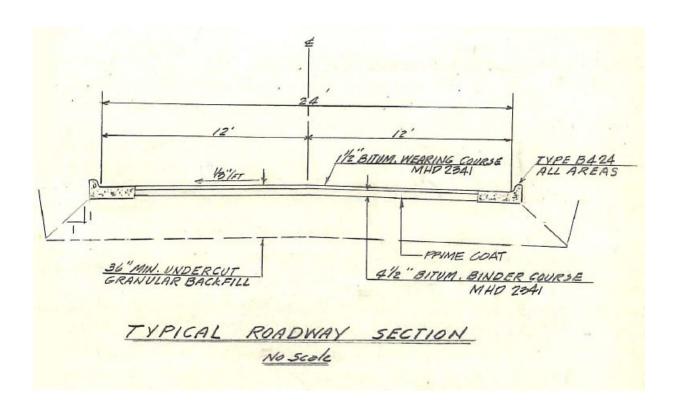
| ITEM                     | DESCRIPTION                    | UNIT       | 1     | UNIT PRICE QUANTITY                   |      |    | COST       |  |
|--------------------------|--------------------------------|------------|-------|---------------------------------------|------|----|------------|--|
| Removals and Site Prep   |                                |            |       |                                       |      |    |            |  |
| LUMP                     |                                |            |       |                                       |      |    |            |  |
| 2021.501/00010           | MOBILIZATION/CONTRACT          | SUM        | \$    | 60,000.00                             | 0.33 | \$ | 19,800.00  |  |
| ,                        | ,                              | LUMP       |       | · · · · · · · · · · · · · · · · · · · |      |    | ,          |  |
| 2563.601/00010           | TRAFFIC CONTROL                | SUM        | \$    | 4,000.00                              | 1    | \$ | 4,000.00   |  |
|                          | CONSTRUCTION ENTRANCE AND      | LUMP       |       |                                       |      |    |            |  |
|                          | MAINTENANCE                    | SUM        | \$    | 3,000.00                              | 1    | \$ | 3,000.00   |  |
| 2101.524/00050           | CLEARING AND GRUBBING          | SQ YD      | \$    | 1.75                                  | 900  | \$ | 1,575.00   |  |
|                          | TREE PROTECTION FENCING        | LIN FT     | \$    | 4.00                                  | 370  | \$ | 1,480.00   |  |
| 2104.503/00315           | REMOVE CURB AND GUTTER         | LIN FT     | \$    | 25.00                                 | 755  | \$ | 18,875.00  |  |
| 2104.504/00070           | REMOVE PAVEMENT                | SQ YD      | \$    | 9.00                                  | 8848 | \$ | 79,632.00  |  |
| 2106.507/00040           | EXCAVATION - SUBGRADE          | CU YD      | \$    | 15.00                                 | 1800 | \$ | 27,000.00  |  |
| 2104.518/00130           | REMOVE LIGHT POLES             | EACH       | \$    | 2,000.00                              | 14   | \$ | 28,000.00  |  |
|                          | SALVAGE & REINSTALL SIGN       | EACH       | \$    | 80.00                                 | 1    | \$ | 80.00      |  |
|                          |                                | LUMP       |       |                                       |      |    |            |  |
|                          | TEMPORARY SIGNAGE              | SUM        | \$    | 500.00                                | 1    | \$ | 500.00     |  |
|                          | Roadway                        | y Construc | ction |                                       |      |    |            |  |
| 2211.507/00170           | AGGREGATE BASE (CV) CLASS 5    | CU YD      | \$    | 40.00                                 | 2123 | \$ | 84,920.00  |  |
|                          | TYPE SP WEARING COURSE         |            |       |                                       |      |    |            |  |
| 2360.509/25900           | MIXTURE                        | SY         | \$    | 25.00                                 | 8848 | \$ | 221,200.00 |  |
|                          | TYPE SP NON WEAR COURSE        |            |       |                                       |      |    |            |  |
| 2360.509/25905           | MIXTURE                        | SY         | \$    | 23.00                                 | 8848 | \$ | 203,504.00 |  |
| 2331.603/00050           | SAWED AND SEALED JOINT         | LIN FT     | \$    | 7.00                                  | 52   | \$ | 364.00     |  |
| 2531.503/02310           | 6" CURB AND GUTTER             | LIN FT     | \$    | 24.00                                 | 4402 | \$ | 105,648.00 |  |
| 2582.503/10104           | 4" SOLID LINE PAINT            | LIN FT     | \$    | 0.50                                  | 3305 | \$ | 1,652.50   |  |
|                          | YELLOW PAINT - TOP AND FACE OF |            |       |                                       |      |    |            |  |
|                          | CURB                           | LIN FT     | \$    | 0.50                                  | 1984 | \$ | 992.00     |  |
|                          | NO PARKING - PAVEMENT          |            |       |                                       |      |    |            |  |
|                          | HATCHING                       | SQ YD      | \$    | 3.00                                  | 67   | \$ | 201.00     |  |
| Miscellaneous Items      |                                |            |       |                                       |      |    |            |  |
|                          | TREES                          | EACH       | \$    | 600.00                                | 12   | \$ | 7,200.00   |  |
|                          | COMMERCIAL SEEDING             | SQ YD      | \$    | 2.00                                  | 200  | \$ | 400.00     |  |
| Excavation and Site Work |                                |            |       |                                       |      |    |            |  |
| 2106.507/00010           | TOPSOIL BORROW                 | CU YD      | \$    | 40.00                                 | 60   | \$ | 2,400.00   |  |
|                          | REMOVE STORM SEWER             | LIN FT     | \$    | 30.00                                 | 80   | \$ | 2,400.00   |  |

|                 | REMOVE MANHOLE / CATCH       |        |    |          |      |    |          |
|-----------------|------------------------------|--------|----|----------|------|----|----------|
|                 | BASIN                        | EACH   | \$ | 1,000.00 | 4    | \$ | 4,000.00 |
|                 | ADJUST CASTING & INSTALL     |        |    |          |      |    |          |
| 2101.524/00050  | MANHOLE                      | EACH   | \$ | 1,000.00 | 4    | \$ | 4,000.00 |
| Storm Sewer     |                              |        |    |          |      |    |          |
| 2503.602/00320  | 48" CATCH BASIN MANHOLE      | EACH   | \$ | 5,500.00 | 1    | \$ | 5,500.00 |
| Erosion Control |                              |        |    |          |      |    |          |
|                 | SEDIMENT CONTROL LOG         | LIN FT | \$ | 5.00     | 45   | \$ | 225.00   |
| 2573.502/00110  | STORM DRAIN INLET PROTECTION | EACH   | \$ | 250.00   | 4    | \$ | 1,000.00 |
|                 | SILT FENCE                   | LIN FT | \$ | 4.00     | 2400 | \$ | 9,600.00 |

| Parking     | \$ | 810,023.50 |
|-------------|----|------------|
| Stormwater  | \$ | 29,125.00  |
| Total       | \$ | 839,148.50 |
| Contingency |    |            |
| (15%)       | \$ | 125,872.00 |
| Total       | Ś  | 965.020.50 |

## **Typical Cross Section**

The road will generally be constructed in its existing cross section. Thus, the following shows both the existing and proposed section.



# **Aerial Map of Project**



## **Detailed Project Map**





Division of Parks and Trails 1200 Warner Road St Paul, MN 55106

October 20, 2021

Ms. Alice Messer 25 West 4<sup>th</sup> St, Suite 400 St Paul, MN 55102

Dear Ms. Messer,

Thank you for providing the information for the road project associated with Hidden Falls Regional Park and the Mississippi River public boat launch in St Paul. This office supports your efforts to submit an application for the State Park Road Account program associated with this project. If you should have any additional questions regarding the State Park Road account program, please contact Dave Sobania at 218-828-2620. Good luck with your application.

Sincerely,

Rachel Henzen

Parks and Trail Area Supervisor

rachel.henzen@state.mn.us

Cc: Steven Hennessy, DNR Parks and Trails Dave Sobania, SPRA/Regional Engineer

**Equal Opportunity Employer** 



October 21, 2021

David B. Sobania, PE DNR Regional Engineer 1601 Minnesota Dr Brainerd, MN 56401

Mr. Sobania:

Ramsey County has been made aware of the City of Saint Paul's application to the State Park Road Account Program for their project in Hidden Falls Regional Park.

Access to outdoor recreation, and particularly to our water resources, is a critical component of our transportation system. Access points to the Mississippi River are limited within Ramsey County, and so those connections that do exist need to be maintained for safe access for boating, fishing, and other river-based recreation.

For these reasons, Ramsey County supports the City of Saint Paul's application to this program. We urge you to consider this project favorably.

Sincerely,

Ted Schoenecker

Director of Public Work/County Engineer

Ted W Schoenecker