

COOPERATIVE COST SHARE UNDERSTANDING
between
BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL
and
RAMSEY COUNTY
for
COUNTY PROJECT NO. P-3397

Total Estimated Project Cost: \$3,309,322.20
SPRWS Estimated Cost: \$113,950.82

Attachments:
Exhibit A – Engineer's Estimate

This Understanding (“Understanding”) is made this 13th day of May, 2025 by and between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, (“Board”), acting through its Saint Paul Regional Water Services General Manager (“SPRWS General Manager”), and **RAMSEY COUNTY** (“County”), acting through its County Engineer.

WHEREAS, the Board and the County entered into an agreement dated March 10, 2009, for the purpose of minimizing traffic disruptions and roadway replacement costs by having water facility work performed in conjunction with Ramsey County projects whenever possible (the “Agreement”), and

WHEREAS, the Agreement provided that SPRWS’ General Manager and the County’s Engineer execute a Cooperative Cost Share Understanding to define the responsibilities and cost obligations of the parties for such projects that include water facility work; and

WHEREAS, the reconstruction of Eustis Street *from Larpentuer Avenue West to approximately 360 feet north of Como Avenue* (the “Project”) includes grading, bituminous surfacing, concrete surfacing, ADA improvements, storm sewer improvements, water main, signing & striping, and traffic signals; and

WHEREAS, the Project has been designated as *County Project No. P-3397* (the “Project”), and

WHEREAS, the Board has requested the County, as part of the Project, to have its contractor to perform water distribution improvements along the Project; and

WHEREAS, a preliminary estimate of water facility costs has been prepared, Engineer’s Estimate, and is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the County has identified funding for the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

1. The Whereas recitals set forth in this Understanding are hereby made a part of this Understanding as set out in full.

2. The Board will provide inspection for water main and water facility work. The County, as part of the "Project" and through its contractor, will provide labor, materials, equipment, and excavation for water main and water facility work, as itemized in Exhibit A.
3. The County, in cooperation with the Board, will prepare plans, specifications, estimates, and proposals for the Project which will include water main and water facility work.
4. The Board shall be responsible for 100% of the cost for its portion of the project provided by the County.
5. The costs of contractor mobilization, field office operation, traffic control, and erosion control supervisor will be allocated based upon cost participation percentages for the entire Project, which will be determined at the time of contract award.
6. 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 the County.
7. County will comply with state law and County rules, and will award the contract to the lowest responsible bidder. Prior to County award of a contract, the County shall seek concurrence from the Board.
8. Upon award of a construction contract, the County will perform or contract the performance of the construction administration for all elements of the Project, except water facility inspection.
9. The Board will pay the County a 12% fee for design services for its share of the project based on the quantities and unit prices at the time of contract award as shown in Exhibit A. The Board will also pay the County a 2% fee for construction administration for its share of the project based on the final quantities and prices.
10. The County will invoice the Board for construction and construction administration incurred on a monthly basis or as determined by the payment schedule for the contractor. Design and engineering fees will be included in the invoices. Payment will be made within 30 days of receipt of an invoice.
11. Quantity distributions and costs in Exhibit A are estimates. Actual costs shall be based on the contractor's unit prices and the quantities constructed.
12. The Board and the County will work together to minimize disruption of water service during construction to affected properties. The Board will provide temporary water service to properties as necessary during construction.

13. Each of the parties agree that it shall be solely responsible for its own actions and omissions, and each reserve all defenses, immunities, and protections as provided to the fullest extent under the law.
14. This Understanding shall remain in full force and effect until terminated by mutual agreement of the parties.
15. The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
16. 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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IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Cost Share Understanding to be executed by their duly authorized representatives.

**BOARD OF WATER COMMISSIONERS OF
THE CITY OF SAINT PAUL**

By _____
Racquel Vaske, General Manager
Saint Paul Regional Water Services

Date _____

RAMSEY COUNTY

By _____
Brad Estochen, County Engineer
Ramsey County

Date _____