

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF ST. PAUL FOR
2023 Pavement Preservation Project
County State Aid Project 062-646-042,
062-638-011, and 062-631-033
Municipal State Aid Project 164-020-
0167, 164-020-166, 164-020-168**

Total Traffic Signal Cost:	\$1,181,876.68
Ramsey County Cost:	\$526,858.34
City of St. Paul Cost:	\$655,018.34

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 Project Limits are defined as Cleveland Avenue (County State Aid Highway 46) between Ford Parkway and Randolph Avenue, Randolph Avenue (County State Aid Highway 38) between Cleveland Avenue and Brimhall Street, and Maryland Avenue (County State Aid Highway 31) between Albemarle Street and Jackson Street. ("Project Limits"); and

WHEREAS, in the area affected by construction, Cleveland Avenue is designated County State Aid Highway (CSAH) 46, Randolph Avenue is designated (CSAH) 38, and Maryland Avenue is designated (CSAH) 31. All are located within the City; and

WHEREAS, Highland Parkway, Fairview Avenue, and Sylvan Street are City rights-of-way; and

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

WHEREAS, the portions of the Project has been designated as County State Aid Project (S.A.P.) 062- 646-042 (Cleveland Avenue), 062-638-011 (Randolph Avenue), and 062-631-033 (Maryland Avenue); and Municipal State Aid Project (S.A.P.) 164-020-167 (Cleveland Avenue), 164-020-166 (Randolph Avenue), and 164-020-168 (Maryland Avenue);

WHEREAS, the City and County desire to reconstruct the traffic signals at the intersections of Cleveland Avenue and Highland Parkway, Randolph Avenue and Fairview Avenue, and Maryland Avenue and Sylvan Street within the Project Limits (“Project”); and

WHEREAS, in addition, the County intends to perform pavement rehabilitation on Cleveland Avenue, Randolph Avenue, and Maryland Avenue within the Project Limits in which the City will not participate and these locations are shown in Exhibit A – Project Location Map; and

WHEREAS, in addition, the City requests that all casting assemblies on Cleveland Avenue, Randolph Avenue, and Maryland Avenue be replaced within the Project Limits; and

WHEREAS, the pavement preservation project and traffic signal reconstruction is identified in Ramsey County’s 2023-2027 Transportation Improvement Program for roadway pavement preservation improvements; and

WHEREAS, together the traffic reconstruction, pavement rehabilitation, and replacement of casting assemblies, are identified as the Project.

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 for the traffic signals, traffic signal cabinets, emergency vehicle equipment, and accessible pedestrian signals at Cleveland Avenue & Highland Parkway, Randolph Avenue & Fairview Avenue, and Maryland Avenue & Sylvan Street, to be approved by the County.
- 1.3. The County will prepare plans for the pavement rehabilitation improvements and additional casting assembly replacements for the Project.
- 1.4. 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.
- 1.5. 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 County will take bids for the Project 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 award a contract to the lowest responsible bidder.

4. Responsibility for Construction Engineering

4.1. The County shall perform the construction engineering for all elements of the Project except the inspection of the traffic signals.

4.2. The City shall be responsible for the construction engineering of the traffic signals.

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 2023 – 2027 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement will prevail.

5.1.1. County and City will each be responsible for 50% of the costs of the three signal systems (Signal System "A" Cleveland and Highland, Signal System "B" Randolph and Fairview, and Signal System "C" Maryland and Sylvan) and the associated traffic signal cabinets and emergency vehicle equipment (itemized separately from the Signal Systems). The City will furnish traffic signal cabinets and emergency vehicle equipment for (3) intersections according to the Project Plans. County and City will each be responsible for 50% of the costs of these city furnished materials. 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.

5.1.2. City will be responsible for 100% of the cost of casting assemblies being

replaced, identified in Exhibit B as Casting Assembly (A). 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.

5.1.3. County will be responsible for 100% of the costs related to the pavement rehabilitation improvements.

5.2. Design Engineering Costs

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

5.2.2. City furnished materials shall not be subject to design engineering fees.

5.2.3. The City shall pay the County a design engineering fee equal to 10% of the City's share of replacing the casting assembly(s).

5.3. Construction Engineering Costs

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

5.3.2. City furnished materials shall not be subject to construction engineering fees.

5.3.3. The City shall pay the County a construction engineering fee equal to 10% of the City's share of replacing the casting assembly(s).

6. Payment Schedule

6.1. The City will provide to the County a preliminary invoice for all design engineering fees related to replacement of traffic signals at Project construction plan completion when final plans are approved and signed by all parties for all elements of the Project.

6.2. The County will provide to the City a preliminary invoice for all design engineering fees related to replacing the casting assembly(s) at Project construction plan completion when final plans are approved and signed by all parties for all elements of the Project.

6.3. After offsetting the lesser invoice from the amount due of the greater invoice, the party with the remaining balance will invoice the remainder as soon as possible.

6.4. The County will invoice construction costs (not including construction engineering fees) monthly and at the time of substantial project completion based on the payments made to the contractor.

6.5. City will provide the County a preliminary invoice for all city supplied materials as identified in Section 5.1.1.

6.6. City will provide to the County a preliminary invoice for all construction engineering costs at the time of substantial project completion.

6.7. County will deduct the City preliminary invoices from final payment for construction costs and final construction engineering costs related to the casting assembly(s), and will invoice the City the remaining amount due.

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

6.9. Payment will be made within 35 days of receipt of an invoice (not including "preliminary invoices").

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 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. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof.

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 4th St
 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
Public Works Department

Approved as to form:

Assistant County Attorney

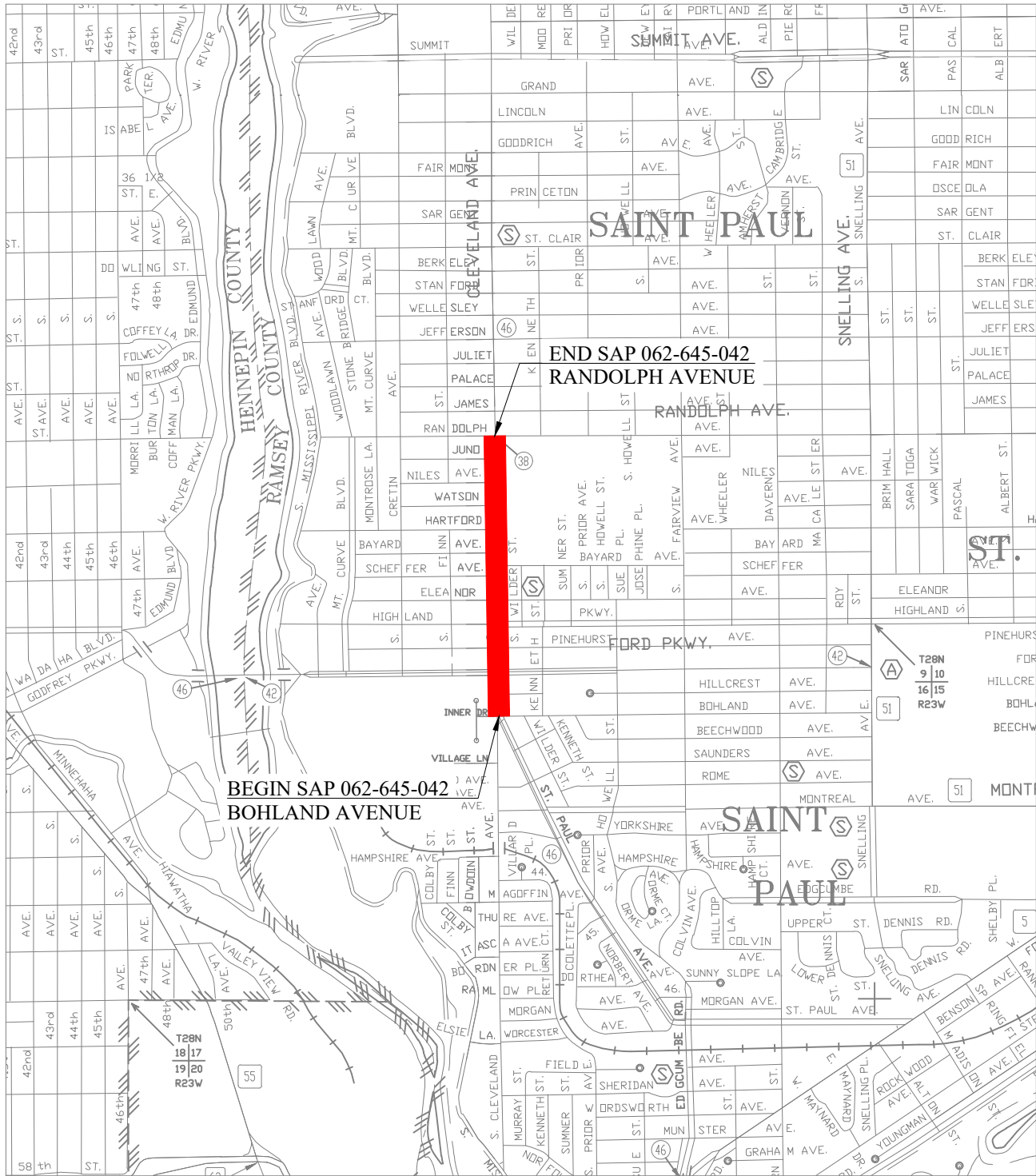


RAMSEY COUNTY PUBLIC WORKS
2023 BITUMINOUS RESURFACING PROJECTS
MARYLAND AVENUE
ALBEMARLE STREET TO 438' EAST OF JACKSON STREET

Exhibit A - Project Location Map

S.A.P. 062-631-033





RAMSEY COUNTY PUBLIC WORKS
2023 BITUMINOUS RESURFACING PROJECTS
CLEVELAND AVENUE
BOHLAND AVENUE TO RANDOLPH AVENUE

Exhibit A - Project Location Map

S.A.P. 062-645-042



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" Cleveland and Highland	1	\$ 250,000.00	\$ 250,000.00	\$ 25,000.00	\$ 25,000.00	\$ 300,000.00
Signal System "B" Randolph and Fairview	1	\$ 250,000.00	\$ 250,000.00	\$ 25,000.00	\$ 25,000.00	\$ 300,000.00
Signal System "C" Maryland and Sylvan	1	\$ 250,000.00	\$ 250,000.00	\$ 25,000.00	\$ 25,000.00	\$ 300,000.00
Traffic Signal Cabinets (All Intersections)	3	\$ 51,238.89	\$ 153,716.67			\$ 153,716.68
Casting Assembly (A)	89	\$ 1,200.00	\$ 106,800.00	\$ 10,680.00	\$ 10,680.00	\$ 128,160.00
Total Cost:			\$ 1,010,516.67	\$ 85,680.00	\$ 85,680.00	\$ 1,181,876.68
Ramsey County Share						
50% Unit Cost Share		\$ 451,858.34				\$ 451,858.34
Design Cost Share			\$ 37,500.00			\$ 37,500.00
Construction Cost Share				\$ 37,500.00		\$ 37,500.00
Ramsey County Cost Share:						\$ 526,858.34
City of St. Paul Share						
100% Unit Cost Share		\$ 106,800.00	\$ 10,680.00	\$ 10,680.00		\$ 128,160.00
50% Unit Cost Share		\$ 451,858.34				\$ 451,858.34
Design Cost Share			\$ 37,500.00			\$ 37,500.00
Construction Cost Share				\$ 37,500.00		\$ 37,500.00
City of St. Paul Cost Share:						\$ 655,018.34
City of St. Paul Expected Cost						
City of St. Paul Cost Share:						\$ 655,018.34
Ramsey County Payment - Signal System "A" Fees			\$ (25,000.00)	\$ (25,000.00)		\$ (50,000.00)
Ramsey County Payment - Signal System "B" Fees			\$ (25,000.00)	\$ (25,000.00)		\$ (50,000.00)
Ramsey County Payment - Signal System "C" Fees			\$ (25,000.00)	\$ (25,000.00)		\$ (50,000.00)
St. Paul Furnished Materials (Traffic Signal Cabinets and Emergency Vehicle Equipment)		\$ (153,716.67)	\$ -	\$ -		\$ (153,716.67)
City of St. Paul - Effective Net Payment to Ramsey County:						\$ 351,301.67