

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF St. Paul FOR
Roadway Improvements for Dale Street (County State Aid 53)
Between Iglehart Ave. and University Ave.
S.P. 062-653-011
County Project - P3366**

Total Estimated Project Cost: \$11,790,078.45

City of St. Paul Costs: \$698,879.90

Exhibits:

A – Engineer’s Estimate

B – Sewer Maps

This Agreement is between the City of St. Paul, a Minnesota corporation, ("City") and Ramsey County, a political subdivision of the State of Minnesota, ("County") for the improvements to Dale Street between Iglehart Avenue and University Avenue which includes bridge, road, and sidewalk reconstruction and traffic signal installation.

RECITALS

1. The Project is identified in County’s 2019 – 2023 Transportation Improvement Program.
2. Dale Street, in the area affected by reconstruction, is designated County State Aid Highway (CSAH) 53.
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 State Aid Project (S.P.) 062-653-011
5. The subject road segment is located within the City.

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 construction, bridge, alignment, profiles, grades, cross sections, paving, concrete curb and gutter, medians, storm

sewer, curb ramps, turf establishment, traffic signals, street lighting, and utility replacement and adjustments.

1.3. Plans for the project showing proposed construction will be presented to the City for review and staff consent prior to bidding and will be on file at Ramsey County 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 the County.

2. Responsibility for the Right of Way 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 pay the contractor from County State Aid Highway funds or other sources as identified by the County for the Project.

4. Responsibility for Construction Engineering

4.1. The County shall perform or contract the performance of 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 2019 – 2023 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. Design Engineering Costs

5.3.1. The City shall pay the County a design engineering fee equal to 12% of the project items identified in Exhibit A, except for the traffic signal control system and watermain related items.

5.3.2. The City shall pay the County a design engineering fee equal to 8% of the traffic signal control system project items identified in Exhibit A.

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

5.4. Construction Engineering Administration Costs

5.4.1. The City shall pay the County a construction engineering administration fee equal to 12% of items identified in Exhibit A, except for the traffic signal control system and watermain related items

5.3.2. The City shall pay the County a construction engineering administration fee equal to 8% of the traffic signal control system as identified Exhibit A.

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

6. Payment Schedule from City to County

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 30 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 located within the County Right of Way.
- 7.1.2. The City will maintain the sidewalks located along the Dale Street roadway.
- 7.1.3. The County will maintain the sidewalk on the bridge located within MnDOT ROW.
- 7.1.4. The City will own and maintain the pedestrian scale street lighting along the Dale Street roadway and bridge.
- 7.1.5. The County will reimburse the City for performing snow and ice removal on the sidewalk on the Dale Street bridge and on the County owned property at the northeast corner of Dale Street and St. Anthony Avenue.

7.2. Ownership and Maintenance Responsibility of the Storm Sewer

- 7.2.1. The City shall own and maintain the components of the storm sewer system shown on Exhibit B and listed below:

- i. Trunk line
- ii. Trunk line manholes
- iii. Trunk line outfalls

- 7.2.2. The County shall own and maintain the components of the storm sewer system shown on Exhibit B and listed below:

- iv. Catch basins
- v. Catch basin leads
- vi. BMP: Underground storm water treatment system located at the southeast corner of Dale Street and Fuller Avenue

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

7.4. The City will own and maintain the watermain.

7.5. The City will own and maintain the landscaping, including trees and grass, located within the medians on Dale Street.

- 8. The City grants the County temporary construction easements 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. This Agreement shall remain in full force and effect until all terms of the Agreement have been met and financial transactions processed and successfully cleared by all parties.

11. The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
12. 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.

NOTICES

All notices shall be addressed as follows:

If to the CITY:	City of St. Paul 1500 City Hall Annex 25 W. 4 th Street St. Paul, MN 55102 Attention: Nick Peterson
If to the COUNTY:	Ramsey County Public Works 1425 Paul Kirkwold Drive St. Paul, MN 55112 Attention: Brad Estochen

CITY OF ST. PAUL, MINNESOTA

By: _____
Mayor

Date: _____

By: _____
Director of Public Works

Date: _____

Approved by the Office of Financial Services:

By: _____

Date: _____

Approved as to Form:

By: _____
Assistant City Attorney

Date: _____

RAMSEY COUNTY, MINNESOTA

By: _____
Ling Becker, County Manager

Date: _____

Approval recommended:

By: _____
Brian Isaacson, Director
Public Works Department

Date: _____

Approved as to form:

By: _____
Assistant County Attorney

Date: _____

**DCP PROJECT SP 062-653-011, 164-020-145, 6282-235
PARTICIPATION DISTRIBUTION (based on low bid)**

Federal Project # STPF 6219 (160) CFDA # 20.205 Bid Opening: 1/16/2020

DCP Agreement # 1030062 Cooperative Agreement #1035026 Low Bidder: Redstone Construction LLC

CATEGORY	BID AMOUNT	% Eligible for Federal Participation	\$ AMOUNT ELIGIBLE FOR PARTICIPATION	PARTICIPATION PERCENTAGE	MnDOT LPP State Funds	MNDOT STATE Funds	FED FUNDS (1)	LRIP Funds	Ramsey County CSAH Funds	City of St. Paul MSAS Funds	City of St. Paul LOCAL FUNDS	
							\$6,188,876.00 CAPPED? Y	\$2,178,237.14				
(2) Group 1 - SP 062-653-011, SP 6282-235 - PAR-Bridge #62735	\$4,933,351.50	100%	\$4,933,351.50	MNDOT State Funds 100%, then Federal 80%		\$1,750,000.00	\$2,710,519.68	\$472,831.82				\$4,933,351.50
(2) Group 1A - SP 6282-235 - PAR-Bridge #62735	\$226,000.00			LPP State Funds 100%,	\$226,000.00							\$226,000.00
Group 2 - SP 062-653-011 - PAR-Roadway NO LRIP FUNDS	\$407,098.00	100%	\$407,098.00	Federal 80% CSAH 20%,	\$0.00	\$ -	\$223,670.89		\$192,838.49			\$416,509.38
Group 3 SP 062-653-011 Par Roadway/Storm	\$4,855,847.45	100%	\$4,855,847.45	Federal 80% LRIP 20%,			\$2,667,936.81	\$1,705,405.32	\$492,505.32			\$4,865,847.45
Group 4 - SP 062-653-011, SP 164-020-145 - PAR-Roadway	\$451,225.50	100%	\$451,225.50	Federal 80% then CSAH Funds 50%,	\$0.00		\$247,915.76		\$111,654.87	\$102,773.22		\$462,343.85
Group 5 - SP 062-653-011, SP 164-020-145 - PAR-Roadway (SIGNALS on	\$580,300.00	100%	\$580,300.00	Federal 80% then CSAH Funds 75%,	\$0.00	\$0.00	\$318,832.86		\$196,100.35	\$75,366.79		\$590,300.00
Group 6 - SAP 164-020-145 - Non-PAR-Pedestrian Lighting	\$197,280.00	0%		100% MSAS Funds	\$0.00	\$0.00				\$197,280.00		\$197,280.00
Group 7- Local, Non-Part Funds (City	\$136,976.00	0%		100% City Local	\$0.00	\$0.00					\$141,156.45	\$141,156.45
Group 8 - SP 062-653-011 - OJT	\$2,000.00	100%	\$2,000.00	Federal 100%	\$0.00	\$0.00	\$2,000.00					\$2,000.00
	\$11,790,078.45		\$11,227,822.45		\$226,000.00	\$1,750,000.00	\$6,170,876.00	\$2,178,237.14	\$993,099.03	\$375,420.01	\$141,156.45	\$11,834,788.63

Reduce Group 2 bid amount by OJT \$

Date: 03/18/20
651-234-7774

TO: John Fox - Finance MS 215
cc: Greg Schauff - Finance

John.E.Fox@state.mn.us Prepared by: Lisa Daniels

Brenda Ta - MnDOT Office of Capital Programs & Performance Measures MS 440
Chris Sylvester - MnDOT Office of Capital Programs & Performance Measures MS 440
DeLores Aguirre - Office of Civil Rights
Amy Sullivan - Office of Civil Rights
Elisa Bottos - State Aid For Local Transportation (SALT) Patti Loken - SALT
Malaki Ruranika - Cooperative Agreements (if bridge on project, even if no Bridge Bonds or LRIP fund)
Jason Radde - Metro State Aid (if cooperative agreement project)

OJT Hours @ \$1.00 Per Hour: 2000	
NOTE: Federal Eligibility = \$11,227,822.45 does not include OJT \$	
(2) Group 1 (above) \$4,933,351.50	
Group 1a (above) + \$226,000.00	
Total of "GROUP 1" as shown in Award Bid \$5,159,351.50	

Kara Taylor - MnDOT Finance if cooperative agreement project
Cindy Degener - Finance if cooperative agreement project
Juanita Voigt - State Aid Hydraulics
Jody Carr - Metro Program Management if LRRB, LRIP, or Bond funds Lucas Lortie-Ramsey County (if there was a Hydraulics review) Matt Christensen-TKDA
Mike Pretel - Metro State Aid (if applicable)

(1) FUNDING INFO:	
FED AMT AVAILABLE FOR CONSTRUCTION = \$ 6,168,876	FED AMT AVAILABLE IN STIP FOR TRAINEES = \$ 2,000
TOTAL FED AMOUNT AVAILABLE IN STIP = \$ 6,188,876	
ADD'L AMOUNT AVAILABLE FOR TRAINEES (\$9 x 2000) = \$ 18,000	TOTAL FEDERAL FUNDS AVAILABLE (CAP) = \$ 6,188,876

New amount available for construction proration OJT @ \$1.00/hour amount in STIP (SHOULD EQUAL TOTAL OF GROUP OJT @ \$9.00/hour new federal cap in funding summary)

Julie Dresel - if LRIP funds
SALT E-Files ABOVE)
\$ 6,170,876
Copy of 062-653-011DRAFT_Funding summary.xls