REQUEST FOR COUNCIL ACTION

Date: May 8, 2023 Item No.: 10.f

Department Approval City Manager Approval

Item Description: Approve Construction and Maintenance Agreements with Ramsey County for

Lexington Pathway Improvements

1 BACKGROUND

2 As part of the 2023 Pathway Project, the City is planning to construct an 8-foot-wide pathway on the

- east side of Lexington Avenue from TH 36 to County Road B2. This will create a complete pathway
- segment. In 2024, the City will connect the pathway further by completing the segment from
- 5 County Road B to TH 36.
- 6 Since the pathway is on a county road, the City requested cost share funds from Ramsey County
- which was included in Ramsey County's Transportation Improvement Plan for 2023. Ramsey
- 8 County has drafted a Cooperative and Maintenance Agreement for the construction of the
- 9 improvements. The agreement documents who will oversee the project contract, who will be
- responsible for maintenance on the project when it is completed, as well as who pays for the
- improvements based on Ramsey County's cost share policy. Roseville will be responsible for the
- pathway maintenance once the project is completed.
- The project is scheduled to be bid in late May with construction this summer.

14 POLICY OBJECTIVE

- 15 It has been the City's policy to manage and maintain the street infrastructure which achieves the
- lowest overall cost to the City over time. These agreements are consistent with those goals.

17 **BUDGET IMPLICATIONS**

- The overall project cost for this pathway improvements is estimated to be \$224,130.00. The cost
- splits for each agency were determined by Ramsey County's cost share policy. As shown in the
- agreement, the City's anticipated cost share for improvements is \$85,065.00, which includes
- engineering and the City's share of construction costs. Ramsey County will be paying \$139,065.00
- for engineering and construction. The City's portion of the costs would be paid using Municipal
- 23 State Aid funds.

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RACIAL EQUITY IMPACT SUMMARY

- 25 The new pathway projects proposed were all chosen to enhance walkability in areas with the most
- need. These projects should be an overall benefit to historically disadvantaged communities who are
- 27 more likely to use these pathways. The Lexington Pathway project will provide better access to
- transit and for high school students accessing Roseville Area High School.

STAFF RECOMMENDATION

- 30 Staff recommends approving the Cooperative and Maintenance Agreement with Ramsey County for
- 31 the Lexington Pathway Improvements.

REQUESTED COUNCIL ACTION

Consider a motion to approve the Cooperative and Maintenance Agreement with Ramsey County for

the Lexington Pathway Improvements.

Prepared by: Jesse Freihammer, Public Works Director

Attachments: A: Cooperative Agreement

B: Cost ExhibitC: Location Exhibit

Agreement PW2023-04

RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF ROSEVILLE FOR
County Project No. P-8074
Lexington Avenue Pathway Construction
County State Aid Project 062-651-073
Municipal State Aid Project 160-020-050

Total Project Cost:\$224,130.00Ramsey County Cost:\$139,065.00City of Roseville Cost:\$85,065.00

Attachments:

Exhibit A - Project Location Map Exhibit B - Engineer's Estimate

This Agreement is between the City of Roseville, a municipal corporation ("City") and Ramsey County, a political subdivision of the State of Minnesota, ("County") for the Lexington Avenue multi-use pathway construction.

WHEREAS, Lexington Avenue (County State Aid Highway 51) from County Road B2 to State Highway 36 is identified in Ramsey County's 2022-2026 Transportation Improvement Program for Pedestrian/Bicycle Improvements; and

WHEREAS, the City and County desire to construct a multi-use pathway segment along Lexington Avenue within the Project limits; and

WHEREAS, Lexington Avenue, in the area affected by construction, is designated County State Aid Highway (CSAH) 51 and is located within the City; and

WHEREAS, the project has been designated for funding by the Minnesota Department of Transportation ("MnDOT") as eligible for County State Aid Highway ("CSAH") funds, and, Municipal State Aid System ("MSAS") funds; and

WHEREAS, the Project has been designated as County State Aid Project 062-651-073 and Municipal State Aid Project 160-020-050;

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

AGREEMENT

- 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 trail construction, alignment, profiles, grades, cross sections, removals, paving, concrete curb and gutter, sidewalk, pedestrian curb ramps, turf establishment, trail lighting, and utility replacement and adjustments, to be approved by the County.
 - 1.3. Final approved plans for the Project showing proposed construction will be presented to the County and will be on file at Roseville 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 Responsibility for the Right of Way Plan and Acquisition
- 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 and County procedures.
 - 3.2. 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. City will require the County's concurrence to award a contract to the lowest responsible bidder.
 - 3.4. City will award a contract and pay the contractor from the Municipal State Aid Highway, and local funds identified for the Project.
- 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. Except as provided herein, the County and City will participate in the costs of construction in accordance with the Ramsey County Cost Participation Policy as 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 shall prevail.
- 5.2. The County will pay 100% of the cost for the retaining walls.
- 5.3. 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 B Engineer's Estimate. Quantities and unit prices in Exhibit B are estimates. Actual costs shall be based on the contract unit prices and the quantities constructed.
- 5.4. Mobilization, Field Office, Remove Trench Drain, Traffic Control, Stabilized Construction Exit, and Erosion Control Supervisor are defined collectively as the "Prorated Items" The City percentage of the Prorated Items is calculated as follows:

City % Prorated Items = (City Cost excluding the Prorated Items Cost)

(Total Project Cost excluding the Prorated Items Cost)

The costs in the Prorated Items calculation will be based on contract unit prices and quantities at the time of contract award. No adjustments in the percentages will be made if unit prices or quantities vary during construction.

5.5. Design Engineering Costs

- 5.5.1. The City will design the Project plans. The County shall pay City a design engineering fee equal to 12% of their respective share for the pay items associated with the trail construction as shown in Exhibit B.
- 5.5.2. Design engineering fees shall be calculated based on the quantities and unit prices at the time of contract award.

5.6. Construction Engineering Costs

5.6.1. The County shall pay City a construction engineering fee equal to 12% of their respective share for the pay items associated with the trail construction as shown in Exhibit B.

- 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. Design engineering will be invoiced at the time of contract award.
 - 6.2. The City will invoice the County for construction costs incurred on a monthly basis.
 - 6.3. Payment will be made within 35 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, except as detailed below.
 - 7.2. Ownership and Maintenance Responsibility of the Storm Sewer (*catch basins and leads, main, infiltration systems, ponding, water treatment*)
 - 7.2.1. The City shall own the following components of the storm sewer system:
 - i. Trunk line
 - ii. Trunk line manholes
 - iii. Surface drains located outside of the County Road right-of-way and associated leads
 - iv. Trunk line outfalls
 - 7.2.2. The County shall own the following components of the storm sewer system:
 - v. Catch basins
 - vi. Catch basin leads
 - vii. Cross-culverts
 - viii. Surface drains located within the County Road right-of-way
 - 7.2.3. The City and County shall each maintain the components of the storm sewer system under their respective ownership.
 - 7.3. Ownership and Maintenance Responsibility of the Walls.
 - 7.3.1. The County will maintain the retaining walls.

- 7.4. Ownership and Maintenance Responsibility of the Sidewalk and Trail.
 - 7.4.1. The County will own the sidewalk and trail, and is responsible for future overlay, or reconstruction improvements.
 - 7.4.2. The City will maintain the sidewalk and trail, including snow and ice removal, sweeping crack sealing, debris removal, vegetation control, panel replacement, settlement adjustments, etc.
- 7.5. Ownership and Maintenance Responsibility of the Trees and Landscaping.
 - 7.5.1. The City will own and maintain the trees, landscaping, and driveway medians, including irrigation systems.
- 8. The City grants the County temporary construction easements over all City owned right-of-way and property within the limits of the Project for use during construction at no cost to the County.
- 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.
 - 10.1. 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.

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

If to the CITY: City of Roseville

2660 Civic Center Dr Roseville, MN 55113

Attention: Jesse Freihammer, Public Works Director

If to the COUNTY: Ramsey County Public Works

1425 Paul Kirkwold Drive Arden Hills, MN 55112

Attention: John Mazzitello, Deputy Director

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CITY OF Roseville, MINNESOTA

By:	Date:	
By: Director of Public Works	Date:	
Approved as to Form:		
By:City Attorney	Date:	
Approved by the Office of Financial Services:		
By:	Date:	

RAMSEY COUNTY, MINNESOTA

	Date:
Ryan T. O'Connor, County Manager	
Approval recommended:	
	Date:
John Mazzitello, Deputy Director Public Works Department	
Approved as to form:	
	Date:
Assistant County Attorney	9,

Engineer's Estimate				Lexington Ave. S.A.P. 062-651-073		Lexington Avenue S.A.P. 160-020-050		
Line	Number	Description	Unit	Estimated Price	Qty	Amount	Qty	Amount
1	2021.501	MOBILIZATION	LS	\$40,000.00	0.13	\$5,200.00	0.13	\$5,200.00
2		CLEARING	EACH	\$1,500.00	3	\$4,500.00	3	\$4,500.00
3		GRUBBING	EACH	\$500.00	3	\$1,500.00	3	\$1,500.00
4	2101.601	TRIM TREES	LS	\$5,000.00	0.5	\$2,500.00	0.5	\$2,500.00
5	2104.502	REMOVE GV & BOX	EACH	\$500.00				
6	2104.502	REMOVE FLARED END SECTION	EACH	\$650.00				
7	2104.502	REMOVE HYDRANT	EACH	\$800.00		4		4.50.00
8	2104.502	REMOVE HANDHOLE	EACH	\$300.00	1.5	\$450.00	1.5	\$450.00
9	2104.502	SALVAGE SIGN	EACH	\$300.00	1.5	\$450.00	1.5	\$450.00
10	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$10.00		4.50.00		4.50.00
11		SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.00	50	\$150.00	50	\$150.00
12	2104.503	REMOVE WATER MAIN	LF	\$20.00	40	ĆC 40.00	40	6640.00
13	2104.503	REMOVE CONCRETE CURB	LF	\$16.00	40	\$640.00	40	\$640.00
14	2104.503	REMOVE CHAIN LINK FENCE	LF	\$23.00	75	\$1,725.00	75	\$1,725.00
15	2104.503	REMOVE WOOD FENCE	LF	\$12.00	40	ć250.00	10	¢250.00
16 17	2104.503 2104.504	SALVAGE CHAIN LINK FENCE	LF	\$25.00	10 5	\$250.00 \$60.00	10 5	\$250.00
		REMOVE CONCRETE PAVEMENT	SY	\$12.00		•		\$60.00
18	2104.504 2104.601	REMOVE BITUMINOUS PAVEMENT	S Y L S	\$15.00 \$8,000.00	10	\$150.00 \$4,000.00	10 0.5	\$150.00
19		REMOVE RETAINING WALL			0.5	\$4,000.00	0.5	\$4,000.00
20 21	2104.602 2105.507	REMOVE HYDRANT SPECIAL COMMON EXCAVATION (EV)	EACH C Y	\$800.00 \$35.00	125	\$4,375.00	125	\$4,375.00
21	2105.507	SUBGRADE EXCAVATION (EV)	CY	\$35.00	5	\$4,375.00	5	\$4,375.00 \$175.00
	2105.507	` '	CY	+	5	\$175.00	5	
23		SELECT GRANULAR BORROW (CV)		\$45.00 \$175.00				\$225.00
24 25	2123.610	STREET SWEEPER	HOUR	\$175.00	7.5	\$1,312.50	7.5	\$1,312.50
	2211.507 2231.509	AGGREGATE BASE (CV) CLASS 5	C Y TON	\$52.00 \$210.00	75 5	\$3,900.00	75	\$3,900.00
26 27	2231.509	BITUMINOUS PATCHING MIXTURE MILL BITUMINOUS SURFACE (1.5")	SY	\$210.00	э	\$1,050.00	5	\$1,050.00
2 <i>1</i> 28		BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.50	15	ĆE2 E0	15	\$52.50
		TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON		65	\$52.50	15 65	· · · · · · · · · · · · · · · · · · ·
29 30	2360.509	TYPE SP 9.5 WEAKING COURSE MIXTURE (2,B) TYPE SP 9.5 NON WEARING COURSE MIXTURE (3,B)	TON	\$110.00 \$110.00	65	\$7,150.00	65	\$7,150.00
		MODULAR BLOCK RETAINING WALL	SF	\$70.00				
31			S F	+	600	ĆE 4 000 00		
32	2411.618 2501.502	PREFABRICATED MODULAR BLOCK WALL		\$90.00	600	\$54,000.00		
33 34		12" RC PIPE APRON	EACH L F	\$2,500.00 \$90.00				
35		12" RCP PIPE SEWER INSPECTION HOLE	EACH	\$90.00	3	¢2.700.00	3	¢2.700.00
					3	\$2,700.00	3	\$2,700.00
36 37	2504.602	ADJUST GV AND BOX	EACH EACH	\$600.00 \$1,650.00				
38		CONNECT TO EXISTING WATER MAIN HYDRANT	EACH	\$8,500.00				
39		6" GATE VALVE & BOX	EACH	\$4,000.00				
40		12"X6" WET TAP	EACH	\$6,000.00				
41	2504.602	ADJUST CURB BOX	EACH	\$200.00				
42		6" WATERMAIN DUCTILE IRON CL 52"	L F	\$160.00				
43		WATERMAIN FITTINGS	LB	\$40.00				
44	2506.502	ADJUST MANHOLE FRAME AND RING	EACH	\$700.00				
45		4" CONCRETE WALK	S F	\$10.00	10	\$100.00	10	\$100.00
46		6" CONCRETE WALK	S F	\$13.00	235	\$3,055.00	235	\$3,055.00
			S F	\$18.00	233	\$3,033.00	233	\$3,033.00
47 48		UPCHARGE FOR HIGH EARLY CONCRETE 4" CONCRETE WALK	S F	\$18.00			+	+
48 49	2521.618	CONCRETE CURB AND GUTTER DESIGN B612	LF	\$2.00			+	+
49 50	2531.503	CONCRETE CURB AND GUTTER DESIGN B612 CONCRETE CURB & GUTTER DESIGN B618	LF	\$38.00	10	\$400.00	10	\$400.00
51			LF	\$40.00	45	\$2,250.00	45	\$2,250.00
52		UPCHARGE FOR HIGH EARLY CONCRETE CURB AND GUTTER		\$50.00	43	UU.UU.	43	32,23U.UU
		8" CONCRETE DRIVEWAY PAVEMENT	L F S Y	\$2.00			+	+
53 54		TRUNCATED RADIUS DOMES	SF	\$140.00			+	+
54 55			SF	\$60.00	32	\$1,920.00	32	\$1,920.00
56		ADJUST HANDHOLE	EACH	\$750.00	0.5	\$1,920.00	0.5	\$1,920.00
57		WOODEN FENCE	L F	\$750.00	0.5	3373.0 U	0.5	3373.UU
5 <i>7</i> 58		INSTALL CHAIN LINK FENCE	LF	\$25.00	10	\$350.00	10	\$350.00
58 59		CHAIN LINK FENCE SPECIAL	LF	\$170.00	10	\$1,700.00	10	\$1,700.00
60		ORNAMENTAL RAILING DESIGN SPECIAL (PC)	LF	\$300.00	116	\$17,400.00	10	\$17,400.00
61		TRAFFIC CONTROL	LS	\$26,000.00	0.13	\$3,900.00	0.13	\$3,900.00
62	2563.601	ALTERNATE PEDESTRIAN ROUTE	LS	\$2,500.00	0.13	,J00.00	0.13	,J,J00.00
63		SIGN PANELS TYPE C	S F	\$80.00			+	†
64		INSTALL SIGN	EACH	\$400.00	1.5	\$750.00	1.5	\$750.00
65		REVISE SIGNAL SYSTEM	SYS	\$10,000.00	0.5	\$5,000.00	0.5	\$5,000.00
66	2571.502	DECIDUOUS TREE 2" CAL CONT	EACH	\$1,000.00	0.5	JJ,000.00	0.3	,J,000.00
67		EROSION CONTROL SUPERVISOR	LS	\$9,000.00	0.13	\$1,350.00	0.13	\$1,350.00
68	2573.501	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$6.00	100	\$600.00	100	\$600.00
69		INLET PROTECTION TYPE A	EACH	\$50.00	2	\$100.00	2	\$100.00
70	2573.602		EACH	\$50.00	2	\$100.00		\$100.00
70 71	2573.602	INLET PROTECTION TYPE B TURF ESTABLISHMENT WITH HYDROSEED	SY	\$110.00	550	\$3,300.00	550	\$3,300.00
/ 1		CROSSWALK MULTI-COMPONENT	SF	\$6.50	٥٥٥	33,300.00	330	23,300.00
72	2582.518							

