

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: August 9, 2021
Item No.: 9.d

Department Approval



City Manager Approval



Item Description: Approve Cooperative and Maintenance Agreement with Ramsey County for County Road B2 between Fairview Avenue and Hamline Avenue

BACKGROUND

As part of Ramsey County’s Transportation Improvement Plan for 2021, the County plans to do work on County Road B2 between Fairview Avenue and Hamline Avenue. The improvements consist of a bituminous mill and overlay of the pavement, miscellaneous curb repairs, ADA sidewalk improvements and replacement of four traffic signal systems. A new pathway will be added along the north side of County Road B2 between the Snelling Avenue ramps under the Snelling Avenue bridge. This will provide a better pedestrian connection from the bus stop at the bottom of the ramp from northbound Snelling to the commercial areas to the west.

On November 9, 2020, the City Council approved a cooperative right of way agreement with Ramsey County. This agreement covered cost to acquire right of way needed for the signal and ADA improvements. The City’s cost for this agreement was \$314,360.25.

Ramsey County has drafted a cooperative and maintenance agreement for the construction of the 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. For this project, the estimated cost for the City is \$777,074.99. The majority of the cost is related to the signal legs of the project and the City’s share of the new pathway under the Snelling Avenue bridge. Roseville will be responsible for our own utilities as well as pathway and retaining wall maintenance. The signal maintenance agreements follow old signal maintenance agreements and are not a part of this agreement other than by reference.

The project is scheduled for late August through November this Fall.

POLICY OBJECTIVE

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. This agreement is consistent with those goals.

FINANCIAL IMPACTS

Based on the right of way agreement, the City’s anticipated cost share for the right of way is estimated to be \$314,360.25. Based on the cooperative and maintenance agreement, construction cost for the City is estimated to be \$777,074.99. Total cost of the improvements is estimated to be \$1,091,435.24. All costs would be paid using Municipal State Aid funds.

STAFF RECOMMENDATION

Staff recommends approving the Cooperative and Maintenance Agreement with Ramsey County for

32 County Road B2 between Fairview Avenue and Hamline Avenue.

33 **REQUESTED COUNCIL ACTION**

34 Motion to approve the Cooperative and Maintenance Agreement with Ramsey County for County
35 Road B2 between Fairview Avenue and Hamline Avenue.

Prepared by: Jesse Freihammer, Asst. Public Works Director/City Engineer

Attachments: A: Cooperative Agreement

B: Location Map

Agreement PUBW2021-05R

**RAMSEY COUNTY
COOPERATIVE AND MAINTENANCE AGREEMENT
WITH THE CITY OF ROSEVILLE FOR
Pavement Preservation and Signal Replacements on County Road B2
(County State Aid Highway 78)
From Fairview Avenue N and Hamline Avenue N
County State Aid Project 062-678-021 & 062-648-020
Ramsey County Project P-3427
Related Ramsey County Agreements: 87019, 87020, and 87021.**

Total Project Cost: \$3,848,917.15
City of Roseville Cost: \$777,074.99

Attachments:
A – Engineer’s Estimate
B – Project Location Map

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 Pavement Preservation and Signal Replacements on County Road B2 (CSAH 78) between Fairview Ave. N (CSAH 48) and Hamline Ave N (CSAH 50) ("Project").

RECITALS

1. The Project is identified in Ramsey County’s 2021 – 2025 Transportation Improvement Program.
2. County Road B2, in the area affected by reconstruction, is designated County State Aid Highway (CSAH) 78.
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 Project (S.P.) 062-648-020 and State Aid Project (S.A.P.) 062-678-021
5. A previous agreement dated November 10, 2020 outlined the parties responsibilities as it relates to Right of Way Acquisition for County State Aid Highway 78 (County Road B2 West) From Fairview Avenue to Hamline Avenue (Agreement PUBW2020-14R).
6. 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 reconstruction, alignment, profiles, grades, cross sections, paving, concrete curb and gutter, medians, storm sewer, storm water treatment and infiltration basins, pedestrian curb ramps, turf establishment, traffic signals, street lighting, accessible pedestrian signals, and utility replacement and adjustments.
 - 1.3. Plans for the Project showing proposed construction will be presented to the City 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 Plan and Acquisition
 - 2.1. Shall be performed as agreed in Agreement PUBW2020-14R.
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, Municipal State Aid Highway, and local funds identified 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 2021 – 2025 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. Right of Way acquisition costs shall be allocated as provided in Agreement PUBW2020-14R.

5.4. Design Engineering Costs

The City shall pay the County a design engineering fee equal to a percentage of the identified project items as detailed in Exhibit A.

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

5.5. Construction Engineering Costs

- 5.5.1. The City shall pay the County a construction engineering fee equal to a percentage of the identified project items as detailed in Exhibit A.

- 5.5.2. 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 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 location within the County Right of Way, except as detailed below.

7.2. Ownership and Maintenance Responsibility of the Storm Sewer

7.2.1. The County and City shall own and maintain their respective elements of the storm sewer system as identified in Attachment D and as follows.

7.2.2. The City shall own the following components of the storm sewer system:

- i. Trunk line
- ii. Trunk line manholes, including manholes which connect catch basins and leads to the truck line
- iii. Surface drains located outside of the County road right-of-way and associated leads
- iv. Trunk line outfalls

7.2.3. 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

7.2.4. The City and County shall each maintain the components of the storm sewer system under their respective ownership.

7.3. Ownership and Maintenance of the Sanitary Sewer and Watermain

The City will own and maintain the sanitary sewer and watermain systems including services.

7.4. Ownership and Maintenance of the Street Lights

The City will own and maintain the street lights.

7.5. Ownership and Maintenance of the Signal Systems, Accessible Pedestrian System (APS)

Ownership and maintenance of the signal system and APS is detailed in Agreements 87019, 87020, 87021.

7.6. Ownership and Maintenance of the Walls

The City will own and maintain the walls

7.7. Ownership and Maintenance of the Sidewalk

7.7.1 The County will own the sidewalk/trail

7.7.2 The City shall be responsible for all maintenance, including but not limited to patching, snow and ice control, sweeping, crack sealing, debris

removal, vegetation control, panel replacement, settlement adjustments, etc.

7.7.3 The County shall be responsible for preservation, overlay or reconstruction

7.8. Ownership and Maintenance of the Trees and Landscaping

The City will own and maintain the trees, landscaping, and median landscaping, including irrigation systems.

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. 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. 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 Drive
Roseville, MN 55113
Attention: Marc Culver, Public Works Director

If to the COUNTY:

Ramsey County Public Works
1425 Paul Kirkwold Drive
Arden Hills, MN 55112
Attention: John Mazzitello, Deputy Director

CITY OF ROSEVILLE, MINNESOTA

By: _____
Mayor

Date: _____

By: _____
City Manager

Date: _____

RAMSEY COUNTY, MINNESOTA

Ryan T. O'Connor, County Manager

Date: _____

Approval recommended:

Ted Schoenecker, Director
Public Works Department

Approved as to form:

Assistant County Attorney

EXHIBIT A - COST PARTICIPATION - BASED ON ENGINEERS ESTIMATE

COST PARTICIPATION - CITY OF ROSEVILLE (SIGNAL LEGS)
 12% DESIGN ENGINEERING FEE AND 12% CONSTRUCTION ENGINEERING FEE

ITEM NUMBER	ITEM	UNIT	TOTAL ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
2021.501	MOBILIZATION	LUMP SUM	0.12	\$ 175,000.00	\$ 21,000.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.12	\$ 102,000.00	\$ 12,240.00
2563.601	ALTERNATIVE PEDESTRIAN ROUTE	LUMP SUM	0.12	\$ 10,000.00	\$ 1,200.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM B	SYS	0.50	\$ 300,000.00	\$ 150,000.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM C	SYS	0.33	\$ 250,000.00	\$ 82,500.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM D	SYS	0.50	\$ 350,000.00	\$ 175,000.00
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	0.12	\$ 5,000.00	\$ 600.00
SUBTOTAL					\$ 442,540.00

NOTE: SIGNAL SYSTEM B, C, & D COSTS WILL INCLUDE BID PRICES PLUS
 COUNTY SUPPLIED MATERIAL COSTS TO ESTABLISH THE UNIT PRICE

100% CITY OF ROSEVILLE	\$ 442,540.00
12% DESIGN ENGINEERING	\$ 53,104.80
12% CONSTRUCTION ENGINEERING	\$ 53,104.80
CITY OF ROSEVILLE TOTAL	\$ 548,749.60

EXHIBIT A - COST PARTICIPATION - BASED ON ENGINEERS ESTIMATE

COST PARTICIPATION - CITY OF ROSEVILLE (COUNTY ROAD B2 AT SNELLING SIDEWALK)
 12% DESIGN ENGINEERING FEE AND 12% CONSTRUCTION ENGINEERING FEE

ITEM NUMBER	ITEM	UNIT	TOTAL ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
2021.501	MOBILIZATION	LUMP SUM	0.08	\$ 175,000.00	\$ 14,000.00
2101.524	CLEARING	TREE	1	\$ 500.00	\$ 500.00
2101.524	GRUBBING	TREE	1	\$ 500.00	\$ 500.00
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	1	\$ 500.00	\$ 500.00
2104.502	REMOVE SIGN TYPE C	EACH	1	\$ 50.00	\$ 50.00
2104.502	SALVAGE SIGN TYPE C	EACH	1	\$ 50.00	\$ 50.00
2104.502	SALVAGE SIGN TYPE D	EACH	1	\$ 200.00	\$ 200.00
2104.503	REMOVE CURB & GUTTER	LIN FT	44	\$ 6.00	\$ 264.00
2104.503	SALVAGE GUARDRAIL- PLATE BEAM	LIN FT	216	\$ 20.00	\$ 4,320.00
2104.504	REMOVE SLOPE PAVING	SQ YD	209	\$ 25.00	\$ 5,225.00
2104.518	REMOVE CONCRETE SIDEWALK	SQ FT	210	\$ 2.35	\$ 493.50
2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT	SQ FT	90	\$ 16.00	\$ 1,440.00
2105.507	COMMON EXCAVATION (P)	CU YD	52	\$ 110.00	\$ 5,764.00
2105.507	COMMON BORROW (CV) (P)	CU YD	76	\$ 20.00	\$ 1,520.00
2123.610	TRACTOR MOUNTED BACKHOE	HOUR	4	\$ 185.00	\$ 740.00
2123.610	STREET SWEEPER (WITH VACUUM PICKUP)	HOUR	1	\$ 185.00	\$ 185.00
2211.507	AGGREGATE BASE (CV) CLASS 6	CU YD	86	\$ 60.00	\$ 5,160.00
2301.602	DRILL AND GROUT REINF BARS (EPOXY COATED)	EACH	14	\$ 10.70	\$ 149.80
2360.509	TYPE SP 9.5 BIT MIXTURE FOR PATCHING	TON	38	\$ 200.00	\$ 7,600.00
2411.618	PREFABRICATED MODULAR BLOCK WALL (P)	SQ FT	1,240	\$ 85.00	\$ 105,400.00
2451.607	STRUCTURAL BACKFILL (P)	CU YD	244	\$ 45.00	\$ 10,980.00
2502.601	DRAINAGE SYSTEM	LUMP SUM	1	\$ 2,400.00	\$ 2,400.00
2503.503	18" RC PIPE SEWER	LIN FT	12	\$ 75.00	\$ 900.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1	\$ 1,200.00	\$ 1,200.00
2506.502	CASTING ASSEMBLY	EACH	1	\$ 900.00	\$ 900.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN G OR H	LIN FT	2.9	\$ 1,000.00	\$ 2,900.00
2514.504	CONCRETE SLOPE PAVING	SQ YD	94	\$ 255.00	\$ 23,970.00
2521.518	4" CONCRETE WALK	SQ FT	4,100	\$ 10.00	\$ 41,000.00
2521.618	6" CONCRETE WALK	SQ FT	400	\$ 15.00	\$ 6,000.00
2531.503	CONCRETE CURB & GUTTER DESIGN D412	LIN FT	223	\$ 25.00	\$ 5,575.00
2531.603	CONCRETE CURB & GUTTER	LIN FT	44	\$ 28.00	\$ 1,232.00
2531.618	TRUNCATED DOMES	SQ FT	24	\$ 40.00	\$ 960.00
2554.603	INSTALL GUARDRAIL	LIN FT	216	\$ 20.00	\$ 4,320.00
2557.503	WIRE FENCE DESIGN 48V-9322	LIN FT	265	\$ 30.00	\$ 7,950.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.08	\$ 102,000.00	\$ 8,160.00
2563.601	ALTERNATIVE PEDESTRIAN ROUTE	LUMP SUM	0.08	\$ 10,000.00	\$ 800.00
2564.502	INSTALL SIGN TYPE C	EACH	1	\$ 150.00	\$ 150.00
2564.502	INSTALL SIGN TYPE D	EACH	1	\$ 500.00	\$ 500.00
2564.518	SIGN PANELS TYPE C	SQ FT	9	\$ 55.00	\$ 495.00
2565.602	ADJUST HANDHOLE	EACH	5	\$ 1,000.00	\$ 5,000.00
2565.602	RELOCATE HANDHOLE	EACH	2	\$ 5,000.00	\$ 10,000.00
2565.603	2" NON-METALLIC CONDUIT	LIN FT	70	\$ 3.25	\$ 227.50
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	0.08	\$ 5,000.00	\$ 400.00
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	450	\$ 6.00	\$ 2,700.00
2574.507	COMMON TOPSOIL BORROW	CU YD	37	\$ 70.00	\$ 2,590.00
2575.618	SITE RESTORATION	SQ FT	5,878	\$ 2.00	\$ 11,756.00

SUBTOTAL \$ 307,126.80

50% CITY OF ROSEVILLE	\$ 153,563.40
12% DESIGN ENGINEERING	\$ 18,427.61
12% CONSTRUCTION ENGINEERING	\$ 18,427.61
CITY OF ROSEVILLE TOTAL	\$ 190,418.62

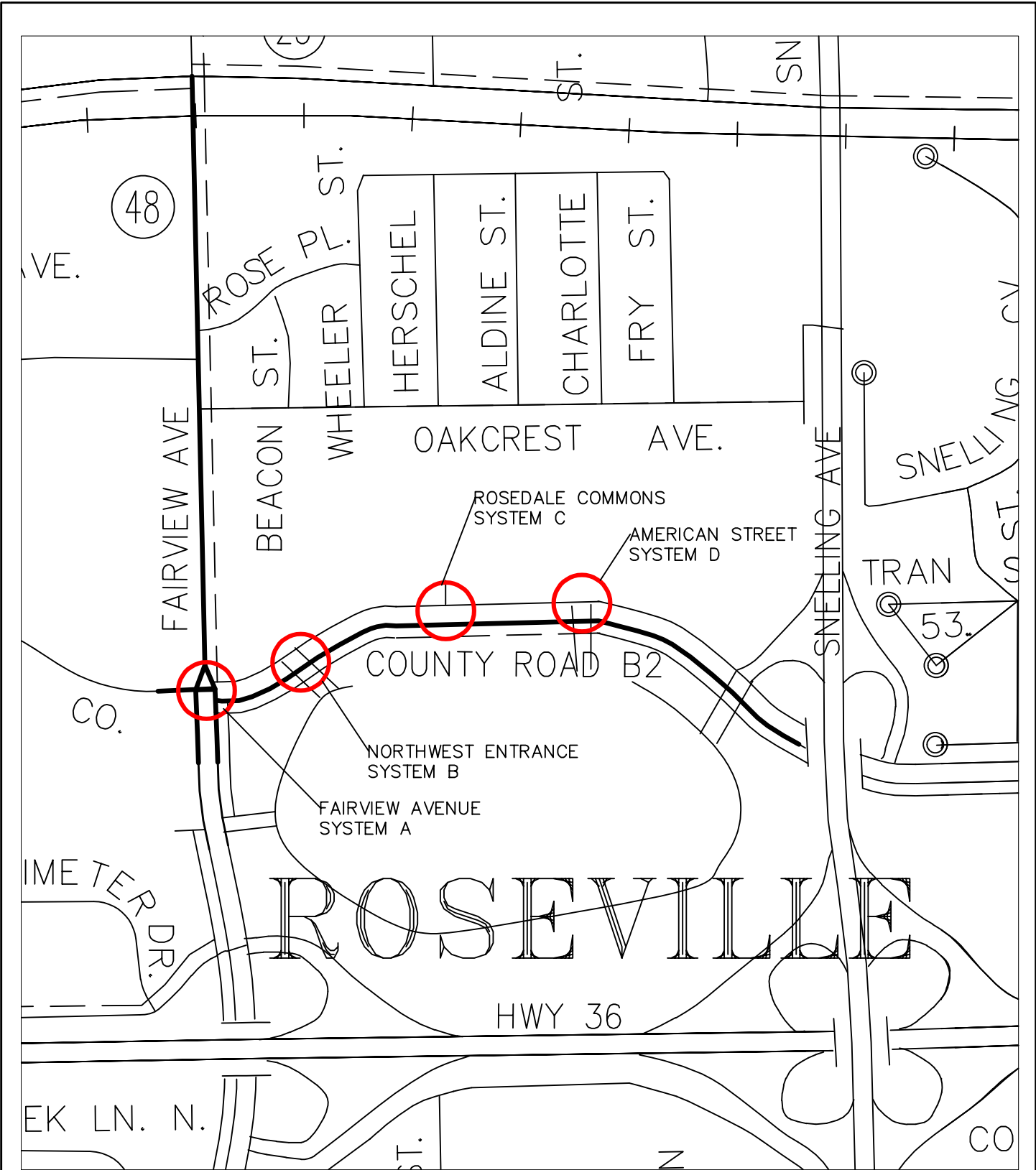
EXHIBIT A - COST PARTICIPATION - BASED ON ENGINEERS ESTIMATE

COST PARTICIPATION - CITY OF ROSEVILLE (FAIRVIEW SIDEWALK)
 12% DESIGN ENGINEERING FEE AND 12% CONSTRUCTION ENGINEERING FEE

ITEM NUMBER	ITEM	UNIT	TOTAL ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
2021.501	MOBILIZATION	LUMP SUM	0.01	\$ 175,000.00	\$ 1,750.00
2104.502	REMOVE SIGN TYPE C	EACH	1	\$ 50.00	\$ 50.00
2104.503	REMOVE CURB & GUTTER	LIN FT	185	\$ 6.00	\$ 1,110.00
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	163	\$ 18.00	\$ 2,934.00
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	51	\$ 5.00	\$ 255.00
2104.518	REMOVE CONCRETE SIDEWALK	SQ FT	265	\$ 2.35	\$ 622.75
2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT	SQ FT	290	\$ 16.00	\$ 4,640.00
2105.507	COMMON EXCAVATION (P)	CU YD	33	\$ 110.00	\$ 3,597.00
2123.61	TRACTOR MOUNTED BACKHOE	HOUR	2	\$ 185.00	\$ 370.00
2123.61	STREET SWEEPER (WITH VACUUM PICKUP)	HOUR	1	\$ 185.00	\$ 185.00
2211.507	AGGREGATE BASE (CV) CLASS 6	CU YD	20	\$ 60.00	\$ 1,200.00
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	3	\$ 1.80	\$ 5.40
2360.509	TYPE SP 9.5 BIT MIXTURE FOR PATCHING	TON	14	\$ 200.00	\$ 2,800.00
2521.518	4" CONCRETE WALK	SQ FT	1,065	\$ 10.00	\$ 10,650.00
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	190	\$ 100.00	\$ 19,000.00
2531.603	CONCRETE CURB & GUTTER	LIN FT	185	\$ 28.00	\$ 5,180.00
2531.603	CONCRETE CURB DESIGN V	LIN FT	38	\$ 40.00	\$ 1,520.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.01	\$ 102,000.00	\$ 1,020.00
2563.601	ALTERNATIVE PEDESTRIAN ROUTE	LUMP SUM	0.01	\$ 10,000.00	\$ 100.00
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	0.01	\$ 5,000.00	\$ 50.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	1	\$ 155.00	\$ 155.00
2574.507	COMMON TOPSOIL BORROW	CU YD	10	\$ 70.00	\$ 700.00
2575.618	SITE RESTORATION	SQ FT	1,585	\$ 2.00	\$ 3,170.00

SUBTOTAL \$ 61,064.15

50% CITY OF ROSEVILLE	\$ 30,532.08
12% DESIGN ENGINEERING	\$ 3,663.85
12% CONSTRUCTION ENGINEERING	\$ 3,663.85
CITY OF ROSEVILLE TOTAL	\$ 37,859.77

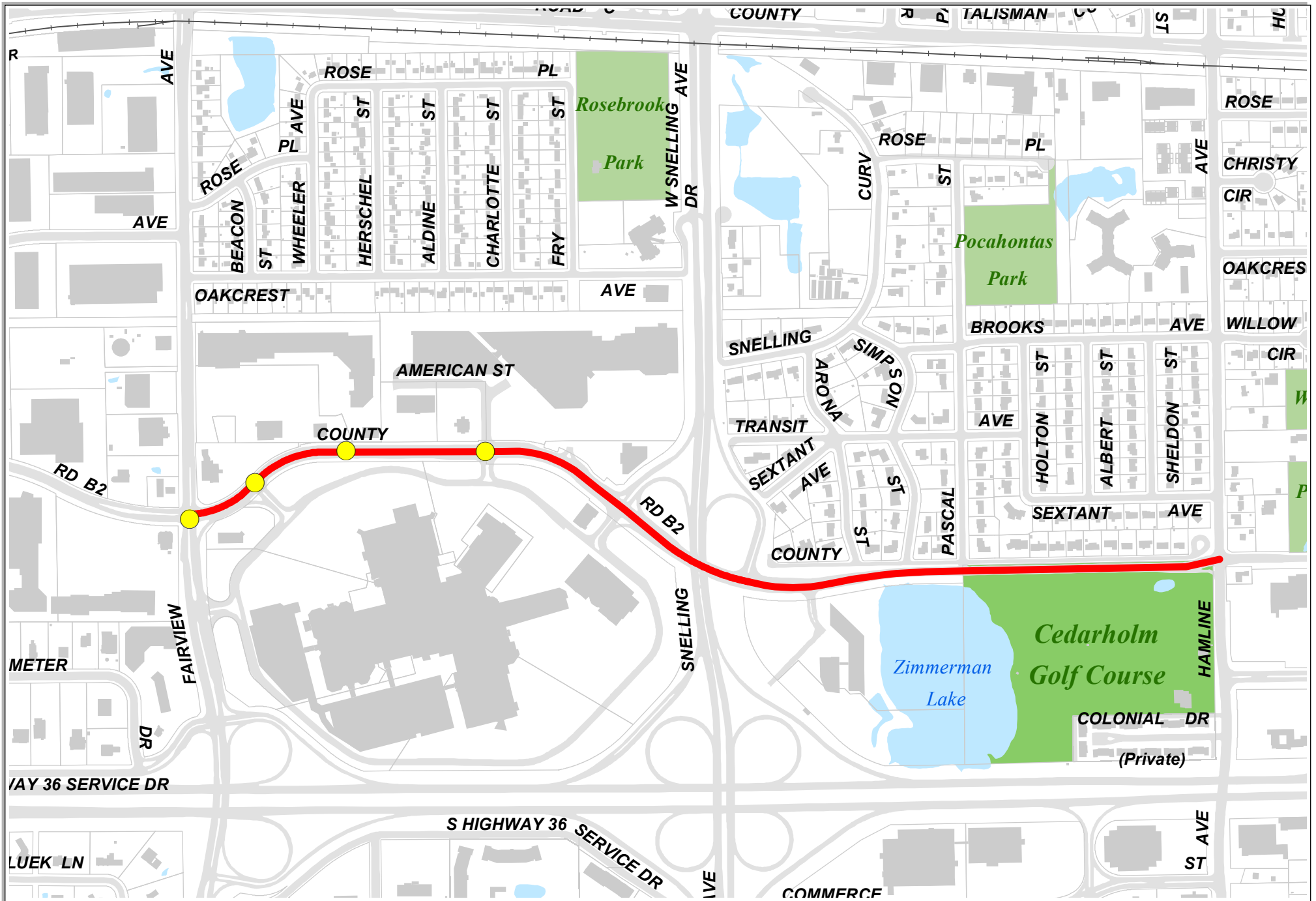


**RAMSEY COUNTY PUBLIC WORKS
LOCATION MAP**

COUNTY ROAD B2 AT FAIRVIEW (SYSTEM A)
 COUNTY ROAD B2 AT NORTHWEST ENTRANCE (SYSTEM B)
 COUNTY ROAD B2 AT ROSEDALE COMMONS (SYSTEM C)
 COUNTY ROAD B2 AT AMERICAN (SYSTEM D)

S.A.P 062-678-019







County Road B2 Improvement Project



Prepared by
Engineering Department
November 04, 2020

-  Signal Improvement
-  Roadway Improvement

Data Sources and Contacts:
 * Ramsey County GIS Base Map (10/06/20)
 * City of Roseville Engineering Department
 For further information regarding the contents of this map contact:
 City of Roseville, Engineering Department,
 2550 Civic Center Drive, Roseville MN

DISCLAIMER
 This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) data used to prepare this map are accurate, and that the City does not warrant that the GIS data can be used for navigational, scientific or other purposes requiring accurate measurement of distance or direction or precision in the depiction of geographic features. It is not a substitute for a field measurement or a survey. The City does not warrant that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by, to, the respondents or agents, or third parties which arise out of the user's access or use of data provided.

