

**MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF MINNESOTA, SECOND  
JUDICIAL DISTRICT AND THE COUNTY OF RAMSEY**

**THIS MEMORANDUM OF UNDERSTANDING** (MOU) is entered into by and between Ramsey County, Minnesota hereinafter referred to as “County” and the State of Minnesota, Second Judicial District, hereinafter referred to as “State.”

**WHEREAS**, the Kellogg Courthouse needs additional judges’ chambers to be constructed to have a sufficient number of chambers for the States’ judges and the State desires the sixteenth floor training room to be converted into a Judicial Chambers, 1630 in Ramsey County; and

**WHEREAS**, Minnesota § Statute 484.77 and the MOU between the State of Minnesota Judicial Branch and Ramsey County executed in January 2024 that governs the relevant time period of this MOU requires in Section II. STATE USE OF COUNTY FACILITIES the County to provide suitable facilities for court purposes and shall also be responsible for the costs of renting, maintaining, operating, remodeling, insuring, and renovating those facilities occupied by the court; and

**WHEREAS**, notwithstanding Minnesota § Statute 484.77 and the existing above-referenced MOU, due to funding and urgency of the need for additional judicial chambers, the State has agreed to provide funding for the specific remodeling project set forth in this MOU; and

**WHEREAS**, for the purposes of this Project, the County agrees to provide all supplies, equipment, material, labor, and incidentals for the Ramsey County Courthouse Chambers 1630 Remodeling Project located in Ramsey County Courthouse, 15 West Kellogg Blvd., Saint Paul, Minnesota 55101 (see Appendix A) within the scope of the county provided court facilities; and

**WHEREAS**, a cooperative effort between the County and State is the appropriate method to facilitate the completion of the Project; and

**WHEREAS**, the County sought an informal RFB, attached hereto as Appendix A, and awarded the project to Cy-Con, Inc, attached hereto as Appendix B, and UHL, attached hereto as Appendix C, to construct the 16<sup>th</sup> floor chambers; and

**WHEREAS**, all chamber and clerk’s furniture is a separate matter from this MOU; and

**NOW THEREFORE**, in consideration of the mutual benefits that each party shall derive here from, the parties do hereby agree as follows:

1. The County shall contract with Cy-Con, Inc and UHL for the construction of the 16<sup>th</sup> floor chambers, as set forth in the attached Appendix B and Appendix C, covering this work.
2. The County shall use best efforts to contract with Cy-Con, Inc and UHL within thirty (30) days of this contract being fully executed.

3. The entire Project shall be completed by May 1, 2025.
4. Based on construction costs, see attached Appendix D, the State will provide the County up to \$30,525.29 after presentation of valid invoices to the Second Judicial District Administrator or their designee. The State's committed funds are available through the State's current fiscal year, and therefore, must be invoiced prior to June 30, 2025.
5. Any amendment to this MOU must be in writing and will become effective upon execution of the same parties who executed and approved the original agreement, or their successors in office.
6. The MOU contains all negotiations and agreements between the County and the State. No other understanding regarding this MOU, whether written or oral, may be used to bind either party. In the event of any inconsistency or conflict between the terms of this MOU and any other agreement between the parties, the terms of this MOU shall govern.
7. Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. 3.736 and other applicable laws govern each party's liability.
8. This MOU is the present expression of the understanding of the parties. There are no representations or stipulations either oral or written not contained herein.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

**STATE OF MINNESOTA**

Approval and certification that State funds have been encumbered, and applicable procurement policies have been followed:

\_\_\_\_\_  
Heather Kendall  
Judicial District Administrator

Where contract exceeds \$50,000, signature of the State Court Administrator or his Deputy is also required:

\_\_\_\_\_  
Jeff Shorba  
State Court Administrator

APPROVED AS TO FORM AND EXECUTION:

\_\_\_\_\_  
SCAO Senior Legal Counsel

Funds have been encumbered as required by State Court Finance Policy by:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Number: \_\_\_\_\_

P.O. Number: \_\_\_\_\_

**RAMSEY COUNTY**

\_\_\_\_\_  
Chair Rafael E. Ortega  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jason Yang,  
Chief Clerk

Date: \_\_\_\_\_

Approval recommended:

\_\_\_\_\_  
*Jean Krueger*  
Jean Krueger, Director  
Property Management Department

Approved as to form:

\_\_\_\_\_  
*Kathleen Ritter*  
Kathleen, Assistant County Attorney

## APPENDIX A



November 8, 2023

### Informal RFB Solicitation: Ramsey County Courthouse Chambers 1630 Remodeling

Solicitation Contact: Mehrshad Parsakalleh (651) 485-6702

Solicitation Email Address: [mehrshad.parsakalleh@co.ramsey.mn.us](mailto:mehrshad.parsakalleh@co.ramsey.mn.us)

Solicitation Issued: November 19, 2024

Pre-bid Conference: November 25, 2024, at 8:00am

Location: 15 West Kellogg Blvd. Saint Paul, MN 55101 - Main Lobby

Solicitation Questions Due: November 26, 2024, by 4:30pm

Addendum Issued: November 27, 2027

Bids Due: **December 4, 2024, by 2:00 p.m. CST** to Mehrshad [mehrshad.parsakalleh@co.ramsey.mn.us](mailto:mehrshad.parsakalleh@co.ramsey.mn.us)

Anticipated Contract Award: Week of December 9, 2024

#### 1.1 Purpose

Ramsey County Property Management ("County") seeks a prime general contractor ("Contractor") to provide all supplies, equipment, material, labor, and incidentals for the Ramsey County Courthouse Chambers 1630 Remodeling Project located in Ramsey County Courthouse, 15 West Kellogg Blvd., Saint Paul, Minnesota 55101 ("Project"). Ramsey County intends to leverage its existing General Contractor master contract and award one contract for the Project.

#### 1.2 Background Information

The Second Judicial District now has 29 judges but only 27 chambers at the Kellogg Courthouse. Several years ago, room 1630 was a judicial chamber that was repurposed as a training room set up with individual desktop computers. Returning room 1630 back to its original purpose will gain one additional chamber office and eliminate the need for a judge to be temporarily relocated.

#### 1.3 Scope of Services

Contractor shall provide all supplies, equipment, material, labor, and incidentals to complete the Project as follows:


- Install a new partition wall using 3 5/8" steel stud with 5/8" drywall diving suite 1630 training room into a judge's chamber and court staff area.
  - a. Attached wall to the sheetrock soffit.
  - b. Wall shall be insulated, prepped, and painted on both sides – color by owner.
  - c. Install wood base to match existing.
  - d. Provide a left-hand reverse door frame, one floor mounted door stop, and install owner provided door/lock.
    - 1. Paint frame and prep and install an owner provided Von Duprin electric strike.
    - 2. Provide a conduit and an electrical box next to door latch for future card access and electric strike wiring – stub conduit above ceiling tile.
  - e. Provide electric connection for new office furniture for court staff – see attached Alternative Business Furniture plan.
  - f. Reinstall the existing deputy alert for the court staff and provide and install new deputy alert for the judge's chamber.
  - g. Replace bookshelf back paneling and touchup frame as needed. Provide and install six shelves to match existing wood.
  - h. Provide, install, and program one thermostat separating the VAVs. These units are connected to one thermostat. UHL – Chris Jilek 612-272-2532.

Contractors shall provide a schedule for the Project. The Project shall be substantially completed by January 31, 2025. Project schedule will be subject to review by the County and mutual acceptance by the

County and Contractor. Any change to the Project schedule shall be subject to approval by the County. Project work shall continue without stoppage unless approved by Ramsey County.

#### **1.4 Award**

Contractors shall complete and submit Attachment C – Pricing Sheet with their All-inclusive, Time and material – Not-to-Exceed bid response. Project will be awarded to the lowest, responsive and responsible contractor. Project will require compliance with Ramsey County Prevailing Wage Ordinance, submittal of prevailing wage documents on LCPtracker, and all terms and conditions outlined in the Ramsey County General Construction master contract.

 <b>RAMSEY COUNTY</b>		
<b>Ramsey County Informal Request for Bids ("IRFB")</b>		
<b>CHCH1630 Chambers Project</b>		
<b>Attachment C. Pricing Sheet</b>		
<b>Contractor: Cy-Con, Inc.</b>		
<b>Authorized Proposer Name: Steven Kosak</b>		
		<b>Price</b>
<b>Time and material, not-exceed price (T&amp;M, NTE) Price:</b>		<b>\$24,047</b>
<b>Addendum #1 Noted</b>		

### Ramsey County Courthouse Chamber 1630 Remodel

				Mon, 1/6/2025																															
				1				Jan 6, 2025								Jan 13, 2025								Jan 20, 2025											
								6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26							
TASK	START	END	DAYS	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S				
Mobilization	1/6/25	1/6/25	1																																
Install Partition Wall, HM Frame, Owner provided door/lock	1/6/25	1/17/25	10																																
Provide conduit and an electric box next to door latch	1/10/25	1/10/25	1																																
Replace Bookshelf Paneling and Install 6 New Shelves	1/20/25	1/21/25	2																																
Paint New Partition Wall and HM Frame	1/20/25	1/21/25	2																																
Reinstall existing deputy alert for the court staff and provide new deputy alert for judges chamber	1/13/25	1/16/25	4																																
Coordinate thermostat installation	1/6/25	1/6/25	1																																
Final Clean Up and Demobilization	1/23/25	1/23/25	1																																



9065 Zachary Lane N  
Maple Grove, MN 55639

## PROPOSAL

Proposal #: CJ24126

Date: 12/3/2024

To: Ramsey County Courthouse  
15 W Kellog Blvd  
St Paul, MN 55102

Project: Ramsey County CHCH 1630 Remodel  
with Addendum One

Attention: Mehrshad Parsakalleh

We propose to furnish the materials and/or perform the labor necessary to:

- Provide and install (1) new temp sensor to control VAV box independently
- Provide and install (1) new occupancy sensor for standby mode for new space
- Complete DDC programming, graphics and checkout
- Updated asbuilt control drawings upon completion

All material is guaranteed to be as specified, and the above work to be completed in a substantial workmanlike manner for the sum of: \$2,895.00 T&M NTE Per Ramsey County Master Contract .

Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. This proposal is valid for 30days.

Respectfully submitted: Chris Jilek  
Account Manager

### ACCEPTANCE OF PROPOSAL

The prices, specifications and other Terms set forth on page 2 of this proposal are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined herein.

Accepted by:

Name (print):

Title:

Company Name:

Date:



RAMSEY  
COUNTY

**Ramsey County Informal Request for Bids ("IRFB")**

**CHCH1630 Chambers Project**

**Bid Tab and Project Financing**

Item	CY-CON	Construction Results BAS - UHL - Additional Cost	
Base Bid	\$ 24,047.00	\$ 59,904.00	\$ 2,895.00
Addendum 1	Acknowledged	Acknowledged	Acknowledged
Schedule	Yes	No	Yes
Low Bid	Yes		

Project Financing	Cost
Construction - CY-Con	\$ 24,047.00
Building Automation - UHL	\$ 2,895.00
Subtotal	\$ 26,942.00
Project Contingency 10%	\$ 2,694.20
Construction Total	\$ 29,636.20
Property Management Fee	\$ 889.09
<b>Total Project Cost</b>	<b>\$ 30,525.29</b>