



Jess L. Greenwood, P.E.
Public Works Director – County Engineer

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TO: Honorable County Commissioners
Scott Arneson, County Administrator

FROM: Jess L. Greenwood, P.E. – Public Works Director / County Engineer

RE: 17 September 2024 County Board Meeting – **CONSENT AGENDA**
Approve Agreement for Bridge L2510 Replacement

Date: 11 September 2024

Summary

It is requested that the County Board approve of the attached agreement with the City of Pine Island, detailing the roles and responsibilities of the City and the County, related to the reconstruction of the following structure:

<u>City/Township</u>	<u>Br #</u>	<u>Programmed Replacement Year</u>
City of Pine Island	L2510	2024

Background

Construction costs will be funded primarily using federal and state dollars, with the remaining costs being funded by the City. The County has offered to administer and inspect the construction of this project being the County applied for and received the federal funds on behalf of the City, as Pine Island is not a State Aid municipality. The City has agreed to have the County perform this work and has signed the agreement.

Recommendations

It is the recommendation of staff that the Goodhue County Board approve the agreement and continue the process to reconstruct this structure.

"To effectively promote the safety, health, and well-being of our residents"

AGREEMENT

This **AGREEMENT** by and between the City of Pine Island, Minnesota, a political subdivision of the State of Minnesota, hereinafter referred to as the City, and the County of Goodhue, a political subdivision of the State of Minnesota, hereinafter referred to as the County;

WITNESSETH:

WHEREAS, the City desires to replace a drainage structure, utilizing State of Minnesota or Federal Funds;
and

WHEREAS, the County is designated by the State to be the Agent of the State for the purpose of conveying State or Federal funding to the City; and

WHEREAS, the County, as an Agent, is responsible for administrating the project and making the Contract payments to the Contractor.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The County shall administer the construction contract for the replacement of Bridge # L2510, including the advertising, letting of bids, and payments to the Contractor.
2. The County shall provide for the purpose of compliance with the Mn/DOT Technical Certification requirements, a Mn/DOT Bridge Construction certified inspector, under the direction of a professional engineer, registered and licensed by the State of Minnesota.
3. The City or their Consultant shall furnish all other necessary on and off-site construction engineering, inspection, materials testing, and surveying/staking, under the direction of a professional engineer, registered and licensed by the State of Minnesota.
4. The City shall acquire any necessary right-of-way for the reconstruction project, and is responsible for all associated costs.
5. The County shall secure State Aid or Federal Aid designation, from Mn/DOT, for the project.
6. The City or their Consultant shall be responsible for providing the survey information required for the plan design and furnish survey information to the County including, but not limited to: control points, alignment ties, bench marks etc. The Consultant for the City will review the aforementioned survey information with the County prior to construction.
7. The City is responsible to select a design consultant for bridge or culvert design. The City is responsible for payments associated for this design. The Consultant shall be a Professional Engineer, registered in the State of Minnesota, to prepare the plans, specifications, and Engineer's Estimate for the replacement of the drainage structure, in accordance with the requirements of

Goodhue County and the Minnesota Department of Transportation. Since the County will be working closely with the City's Consultant during the design and construction phases of the project, the County reserves the right to approve of the Consultant prior to the City entering into a contract with the Consultant.

8. The City is responsible for any costs involved for necessary soil exploration required for the preparation of the plans, and/or R value determinations. The City is responsible for any cost associated with hydraulics recommendations for culvert replacement projects. The City is responsible for any cost associated with any hazardous material assessments required by the MPCA, the EPA and Mn/DOT for culvert replacement projects.
9. The City is responsible for obtaining any required permits for the reconstruction project, including DNR, COE, MPCA, Mn/DOT entrance permits. The County is available to assist in this process. Any permit fees will be the sole responsibility of the City.
10. All aspects of application for Minnesota State Transportation Funds and grant thereof by the State, are the exclusive responsibility of the County, including but not limited to the investment, expenditure, and allocation of such funds. It is specifically agreed that any interest on the investment of such funds is the sole property of the County, to use as the County shall see fit.
11. The City does hereby agree to be responsible for paying all non-participating quantities, as shown on the Plan and Engineer's Estimate. Current State rules allow use of Town Bridge account funds to cover grading costs in excess of \$10,000.00. When the total dollar amount of non-participating quantities has been computed, the City is responsible to pay these monies to Goodhue County within thirty (30) days of bid letting. The monies transferred to the County account shall so state in the records of the County of Goodhue.
12. The County shall attempt to secure payment for all costs of this project as are eligible for State Aid or Federal Aid participation, under the current State and Federal programs. Any costs of this project not covered by the current State and Federal programs are the responsibility of the City and shall be paid by the City. The City is responsible to pay these monies to Goodhue County within 30 days of billing.
13. The County will provide construction inspection services on behalf of the City for the project. The County will provide at least one (1) MnDOT-certified inspector to perform construction staking, daily oversight of the contractor, inspection of bridge construction activities, applicable testing, daily diaries, pay requests, etc. The City shall be responsible for compensating the County for providing construction inspection and construction administration services at the rate of \$120.00 per hour per person. The County will bill the City for services rendered.
14. Each party agrees to indemnify and hold harmless the other from any claims, losses, costs, expenses, or damages, including reasonable attorneys' fees, resulting from the acts or omissions of the respective officers, agents, or employees of the indemnifying party, to the extent such acts or omissions are directly related to activities conducted by the indemnifying party under this Agreement. This section shall survive termination or expiration of this Agreement.
15. The County as agent for the City under this Agreement may, after consultation with the City, make changes in the plans on the character of the work and may enter into, for and on behalf of

the City, Change Orders and/or Supplemental Agreements with the Contractor for the performance of any extra work or work occasioned by any necessary advantages, or desirable change in plans or construction, if unforeseen circumstances require said action on the part of the County to complete the project(s). In the event any change order results in increased costs, the parties agree to work together in good faith to ensure that adequate funding is available to make all required payments to the contractor. Any project costs not covered by State and/or Federal grant programs shall be the responsibility of the City. In the event that full funding for the project cannot be obtained under the current state and federal programs, the County will notify the City as soon as possible. The City shall be afforded no less than six (6) months to pay to the County any such unanticipated costs not covered by current programs.

16. The City shall submit copies of all invoices paid for engineering services after the acceptance of the construction work. The County shall attempt to secure reimbursement of engineering fees in excess of \$10,000 from the State Township Bridge Account.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Recommended for Approval:

Jess Greenwood, Goodhue County Engineer

09.11.2024

Date

CITY OF PINE ISLAND, MINNESOTA

(Seal)

By 

Its City Administrator

By 

Its Mayor

Date 9-4-2024

THE COUNTY OF GOODHUE, MINNESOTA

(Seal)

By _____
Chair, Board of County Commissioners

Attest _____
Scott O. Arneson, County Administrator

Date _____

Approved as to Form and Execution:

Goodhue County Attorney

Date