



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: 20 May 2025 County Board Meeting – **CONSENT AGENDA**
Approve Township Bridge Replacement Agreement

Date: 13 May 2025

Summary

It is requested that the County Board approve of the attached standard agreement with Zumbrota Township, detailing the roles and responsibilities of the Township and the County, related to the reconstruction of this structure:

| <u>City/Township</u> | <u>Br #</u> | <u>Planned Replacement Year</u> |
|-----------------------------|--------------------|--|
| Zumbrota Township | 97629 | 2027 |

Background

The majority of the construction costs will be covered by the Town Bridge Account. Once a township bridge is included in the County's Bridge Replacement Program, the next step in the delivery process is the signing of this agreement. The Township Board Chair 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 Township of Zumbrota, Minnesota, a political subdivision of the State of Minnesota, hereinafter referred to as the Township, and the County of Goodhue, a political subdivision of the State of Minnesota, hereinafter referred to as the County;

WITNESSETH:

WHEREAS, the Township 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 Township; and

WHEREAS, the County, as an Agent, is responsible for administering 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 # 97629, including the advertising, letting of bids, and payments to the Contractor.
2. The County shall furnish all necessary on and off site construction engineering and inspection, under the direction of a professional engineer, registered and licensed by the State of Minnesota.
3. The Township shall acquire any necessary right-of-way for the reconstruction project, and is responsible for all associated costs. The County is available to provide right-of-way staking if necessary at the rate of \$120.00 (one hundred twenty dollars) per hour for a crew and equipment.
4. The County shall secure State Aid or Federal Aid designation, from Mn/DOT, for the project.
5. The Township 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 County is available to provide the survey information at the rate of \$120.00 per hour for the Survey Crew and equipment. The Consultant for the Township will review the aforementioned survey information with the County prior to construction.
6. The Township is responsible to select a design consultant for bridge or culvert design. The Township 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 Township's Consultant during the design and construction phases of the project, the County reserves the right to approve of the Consultant prior to the township entering into a contract with the Consultant. The County is available, if work schedules permit, to provide road approach design at the rate of \$75.00 (seventy-five dollars) per hour. The County will *not* provide bridge design or hydraulic recommendations.

7. The Township is responsible for any costs involved for necessary soil exploration required for the preparation of the plans, and/or R value determinations. The Township is responsible for any cost associated with hydraulics recommendations for culvert replacement projects. The Township is responsible for any cost associated with any hazardous material assessments required by the MPCA, the EPA and Mn/DOT for culvert replacement projects.
8. The Township 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 Township.
9. 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.
10. The Township 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 Township 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.
11. 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 Township and shall be paid by the Township. The Township is responsible to pay these monies to Goodhue County within 30 days of billing.
12. The Township agrees to indemnify and hold harmless the County and all of the County's agents and employees from any and all claims, demands, actions and courses of action of whatever nature or character arising out of the performance of the work described in this Agreement and the Township further agrees to defend the County at its sole cost and expense in any action or proceeding commenced for the purpose of asserting any claim which may arise as a result of the performance to this agreement.
13. The County as agent for the Township under this Agreement may make changes in the plans on the character of the work and may enter into, for and on behalf of the Township, 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). The payment for said work shall be the responsibility of the Township if payment is not otherwise available from said special account funds.
14. The Township 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

2/25/2025

Date

TOWNSHIP OF ZUMBROTA, MINNESOTA

(Seal)



By Roger Ballstad

Its Chairman

By Laurie Hoernemann

Its clerk

Date 4/29/25

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