



WRIGHT COUNTY
DEPARTMENT OF HIGHWAYS

FUNDING PARTICIPATION AND CONSTRUCTION AGREEMENT

BETWEEN

THE COUNTY OF WRIGHT
and
THE TOWNSHIP OF FRANKLIN

for

CONSTRUCTION OF IMPROVEMENTS FOR:

S.A.P. 086-599-028

REPLACEMENT OF TOWNSHIP BRIDGE NO. L9396
Meridian Avenue (Twp. Rd. T-294)

WITH NEW STRUCTURE (BRIDGE NO. 86517)
OVER Creek

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Wright, Minnesota, acting by and through its County Board of Commissioners hereinafter referred to as the "County" and Franklin Township, Minnesota, acting by and through its Town Board, hereinafter referred to as the "Township",

WITNESSETH:

WHEREAS, plans and specifications are being prepared by Hakanson Anderson, Inc., for the replacement of the bridge structure L9396 located on Meridian Avenue over Creek, and said construction plans are designated as:

S.A.P. 086-599-028 (Bridge No. 86517, Replacing L9396).

The project includes, but is not limited to structure removal, structure replacement, and miscellaneous approach and other miscellaneous improvements within Franklin Township, and

WHEREAS, the existing bridge would be replaced with a new structure in accordance with the approved plans and specifications and the participation for this project is consistent with MnDOT's Town Bridge Funding program (with the Township responsible for all local funding). The County will review and assist the Township Engineer in filling out the Town Bridge Fund Application to the MnDOT State Aid Office, and

WHEREAS, the County Engineer's office is responsible for reviewing the plans and acting as the pass-through agency for the Town Bridge account funds, and

WHEREAS, a Cooperative Agreement between the County and the Township outlines the responsibilities and financial commitments for the proposed project.

NOW THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD THAT:

Article 1

The Township shall construct or cause to be constructed the project which will remove and replace the existing bridge structure No. L9396 in Franklin Township in accordance with the approved plans and specifications on file in the Office of the County Engineer, Wright County Minnesota. The Township has authorized Hakanson Anderson, Inc., to manage this project for the Township in accordance with the state aid requirements. The County will be responsible for advertising for bids, selling plans/proposals to prospective bidders, conducting the bid opening, and awarding the project. Contract payments for construction will be made by the County using the Town Bridge Funds received from the State.

Article 2

It is agreed that upon completion of and acceptance of the work as to quantity and quality by the County, the County shall determine the actual amount due from the Township in accordance with the following funding participation schedule:

Funding Participation

	<u>Town Bridge Funds</u>	<u>Township</u>
Town Bridge Project (Participating Items)	100%	0%
• New structure, bedding, rip-rap		
Town Bridge Project (Non-Participating Items)	100%	\$10,000(A)
• Removal of existing structure	of costs over	
• Approach grading	\$10,000	
Engineering Costs	(B)	(B)

NOTES:

(A) All right-of-way costs and other acquisition costs are the responsibility of the Township. The Township agrees to obtain the necessary right-of-way easements and access agreements prior to the project being awarded.

(B) Township is responsible for the first \$10,000 of engineering fees, and Town Bridge Funds will reimburse the remainder of the engineering fees (subject to the Town Bridge Program information attached).

Upon receiving the bids the County will prepare an estimate of the Township's share of the construction cost based on the unit prices bid by the County's contractor. A copy of such cost estimate will be forwarded to the Township.

Article 3

The Township shall be responsible for providing all engineering services related to the project (which includes design, construction engineering and field inspection, testing, documentation of quantities, and contractor performance) for the bridge replacement project. The Township Engineer is responsible for completing and submitting to County Highway Department (for payment to Contractor) the Work Performance forms for partial payments. The Township Engineer will also be required to check contractor payrolls and resolve any problems with regard to discrepancies in paying the prevailing wage rates (as required by state aid). The Township Engineer must certify to the County that they have monitored the wage rates and the contractor and subcontractors have complied with the wages as specified. The Township Engineer is required to follow all applicable MnDOT State Aid requirements that are current as of the date of the project. The township shall pay the engineering costs as they become due, and the County will reimburse the Township for any engineering fees in excess of \$10,000 from Township Bridge Funds received from the State (subject to eligibility per the Town Bridge Program).

Article 4

Upon completion of the work the Township Engineer shall submit a certificate of performance which indicates that he inspected the work and it complies with the plans and specifications. The County Engineer will notify the Township of the final amount of the Township share based on the actual quantities used and the funding participation amounts shown in Article Two. The Township Engineer shall review this amount and approve it prior to processing any final payment to the County. The Township shall be responsible for reimbursing this amount, up to a maximum of \$10,000, to the County within 30 days of approving the final payment amount. The Township Engineer shall prepare for the County a reproducible as-built plan of the bridge improvements. This reproducible plan shall be submitted to the County within six months of the final completion of the project.

Article 5

The Township shall be responsible for all maintenance, including snow and ice removal, signing, and misc. structural maintenance.

Article 6

The Township shall indemnify, save and hold harmless the County and all of its agents and employees of any form against any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution or performance of the work provided for herein to be performed by the Township. The County shall indemnify, save and hold harmless the Township and all of its agents and employees of any form against any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution of performance of the work provided for herein to be performed by the County.

Article 7

It is further agreed that any and all full-time employees of the County and all other employees of the County engaged in the performance by any work or services required or provided for herein to be performed by the County shall be considered employees of the County only and not of the Township and that any and all claims that may or might arise under Workmen's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of the County.

It is further agreed that any and all full-time employees of the Township and all other employees of the Township engaged in the performance by any work or services required or provided for herein to be performed by the Township shall be considered employees of the Township only and not of the County and that any and all claims that may or might arise under Workmen's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said Township employees which so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of the Township.

Article 8

Before this agreement shall become binding and effective it shall be approved by the Township Board of Franklin Township and it shall also be approved by the County Board and such other officers as law may provide.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers and caused their respective seals to be hereunto affixed.


COUNTY OF WRIGHT

TOWNSHIP OF FRANKLIN

Recommended for Approval:

Recommended for Approval:


County Engineer



Township Engineer, Franklin Township

Approved:

Chairman, County Board



Chairman, Township of Franklin

County Coordinator



Township Attorney, Township of Franklin

County Attorney

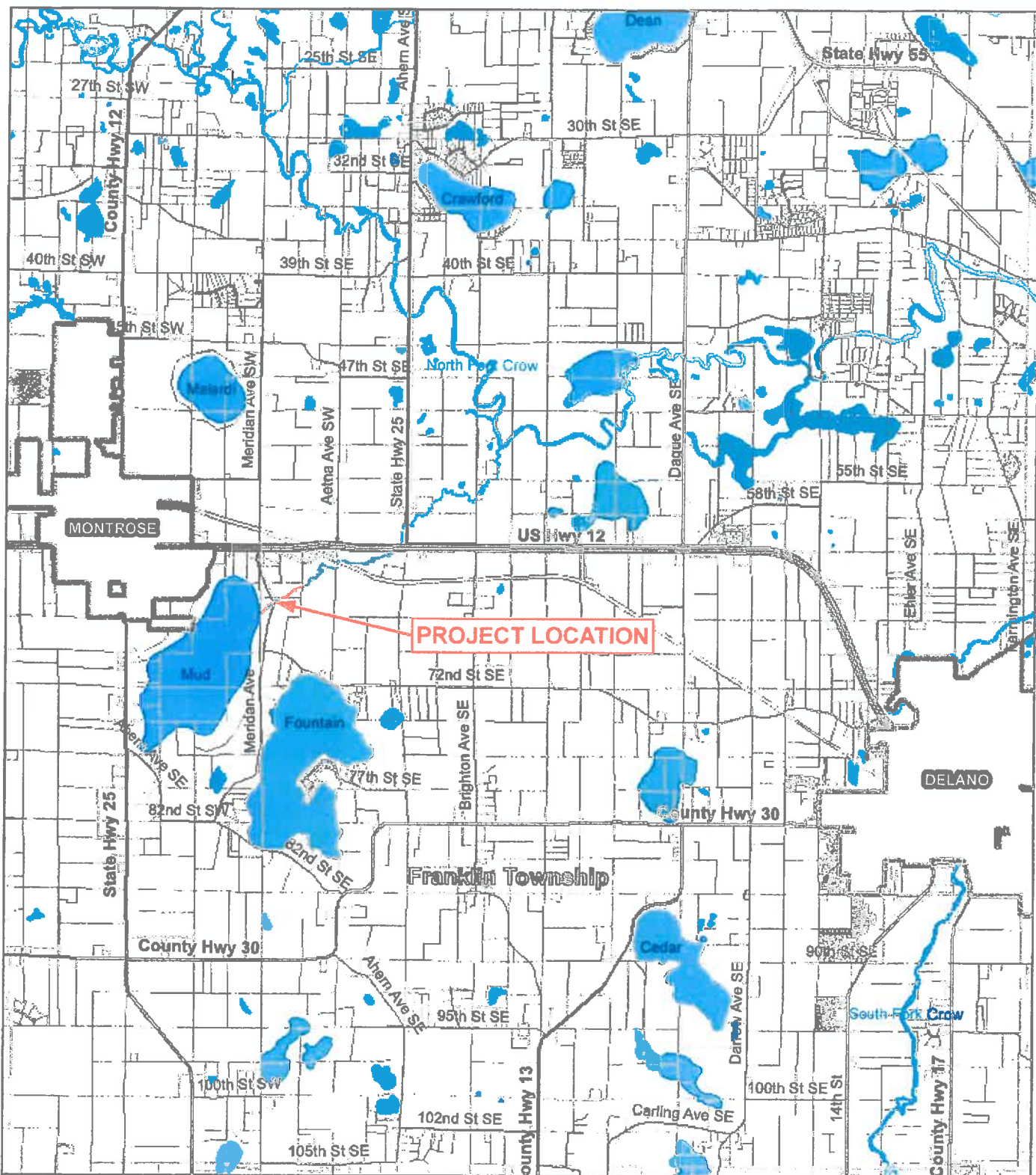


Clerk, Township of Franklin

Date

4/22/2017

Date



**Meridian Avenue Bridge Replacement
Franklin Township
Location Exhibit**

