

**ADMINISTRATION AGREEMENT
BETWEEN THE COUNTY OF BENTON
AND
THE CITY OF FOLEY
TO**

Administer the contract for Benton County SAP <>, which includes the reconstruction of CSAH 27 (Dewey Street), from the bridge over Stoney Brook Creek to Norman Avenue, and the City of Foley project for utilities on CSAH 27 (Dewey Street) in 2017.

PARTIES

This agreement is entered into by the County of Benton (the “County”) and the City of Foley (the “City”).

RECITALS

The County proposes to reconstruct CSAH 27, known as Dewey Street in the City of Foley (“County Project”) and the City proposes to construct certain City owned utilities on CSAH 27 (“City Project”).

It is determined that coordination of the County Project and City Project (collectively “Joint Project”) have mutual benefits to each party; and therefore the two projects shall be let out for bids collectively.

The Joint Project shall be constructed in 2017.

No new right of way is required for the Joint Project.

CONTRACT

1. The Recitals are incorporated into this Agreement.
2. The City’s engineer will prepare preliminary plans and construction plans for the Joint Project. The City will be solely responsible for its own errors or omissions and the results thereof to the extent authorized by law. All project documents shall be jointly owned by the County and the City.
3. The City shall advertise for bids, open bids, prepare an Abstract of Bids indicating the costs of the Joint Project, and award the contract upon recommendation of award from the County.
4. The City shall perform the construction inspection for the Joint Project.
5. The County and City in conjunction with SEH, the engineer shall perform all necessary coordination with MNDOT relative to the Joint Project.

6. The County shall reimburse the City for County Costs appearing on the monthly payments to the contractor.

7. The City shall retain 5% of the estimated costs from the estimated project total to be paid to the contractors until the Final Contract Voucher is prepared by the City.

8. The City shall prepare the Final Contract Voucher for payment upon final acceptance of the County Project by the County. Retainage shall be released upon final acceptance and receipt of all required documentation for the Joint Project.

9. The Parties shall each be entitled to copies of all documents related to the Project, including as-built or record drawings.

COSTS

10. The Parties agree that construction costs of the Joint Project shall be allocated as shown in **Exhibit A** (additional City alternatives are shown for 2nd and 3rd Avenues). Changes to the scope of the Joint Project may alter this allocation. The current estimates for the Joint Project are provided in **Exhibit A**, but **Exhibit A** shall be revised once a contract is awarded to reflect actual bid prices. The Parties agree to reallocate costs in writing if the scope of the Joint Project changes significantly according to the County cost sharing policy attached as **Exhibit B**.

11. The design engineering is estimated to be \$12,000. The design engineering costs, based on present estimates, will be allocated 25% to the City and 75% to the County; the percentages may change once final bid prices are known.

12. The City agrees to pay for any soil borings necessary for 2nd and 3rd Avenues alternatives.

13. The City and County agree to pay for the design, construction engineering, and construction geotech based upon each Parties' allocated percentage of the Joint Project's construction costs. The present percentages, based on the present estimates in **Exhibit A** are 25% to the City and 75% to the County; the percentages may change once final bid prices are known and **Exhibit A** is revised accordingly. Construction engineering shall be based upon actual construction costs.

14. The County and the City each have established methods to finance and fund its portion of the construction and engineering costs.

15. SEH will prepare intermediate pay estimates based on construction progress and allocate the costs between the City and County according to this Agreement and forward to City and County prior to submittal to the contractor. The County shall pay its portion to the City within 21 days and the City shall make all payments to the contractor directly for all pay estimates.

16. Each party shall be responsible for its staff and consultant costs unless specified in this Agreement.

MISCELLANEOUS

17. All design changes shall be mutually agreed to by the Parties. The County must approve the modification of any "Major Item" as defined by MnDOT's Standard Specifications for Construction.

18. All future maintenance of the County Project shall be the responsibility of the County and all future maintenance of the City Project shall be the responsibility of the City. The Parties may contract for maintenance by separate agreement.

19. Each party shall maintain commercial general liability insurance. Each party shall be liable for its own acts and agrees to indemnify, defend, and hold harmless the other, its officers, and employees against any liability arising out of any act or omission by the indemnifying party. Nothing in this Agreement shall constitute a waiver of the limits of liability or immunities of any party provided by Minnesota Statutes Chapter 466. The City agrees to provide an indemnity for the variance to the project in accordance with Minnesota Rules Chapter 8820.

20. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement or their successors in office.

21. This Agreement contains all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

22. This Agreement is effective on the date of execution and signatures of each party and will remain in effect until the completion of the contract.

COUNTY OF BENTON

APPROVED AS TO FORM:

County Attorney

By: _____
Its Chair, Board of Commissioners

Date: _____, 2016

RECOMMENDED FOR APPROVAL:

By: _____

County Engineer

Its County Administrator

Date: _____, 2016

CITY OF FOLEY

By: _____
Its Mayor

Date: _____, 2016

By: _____
Its City Administrator

Date: _____, 2016

EXHIBIT B

BENTON COUNTY DIVISION OF COST POLICY (REV. 11/5/2002)

This division of cost policy is based on the basic premise that the County pay costs peculiar to County needs and municipalities pay costs peculiar to municipal or local needs. This policy is applicable to County Roads and County State Aid Highways except as noted.

RECOMMENDED ITEM PARTICIPATION OF BENTON COUNTY

	Benton County Percentage
<u>RIGHT OF WAY</u>	
Rural	100% *
Municipalities	100% *
State Aid Eligible Municipalities	**
<u>GRADING</u>	
Rural & Municipalities	100% *
<u>SURFACING</u>	
Rural & Municipalities	100% *
<u>CONCRETE CURB & GUTTER</u>	
Township & Municipalities	100% *
<u>CONCRETE DRIVEWAY ENTRANCES</u>	
Townships & Municipalities	100% *

* 100% for minimum design standards and projected vehicle traffic.

** **County State Aid or County funded construction projects within the limits of a City (that meets the criteria for a Municipal State Aid City) will require the city to purchase all right of way, temporary easements and permanent easements required to construct the project.**

STORM SEWER

Cost participation is based on the State-Aid formula for both CSAH and CR roadways as defined in the State-Aid Manual.

Storm sewer collection mains, outlet mains and their manholes are eligible in the ratio that the drained area of the State Aid Street Right of Way bears to the total area drained, except that the area of the State Aid Street should be multiplied by a factor between 1.0 and 2.0, depending on runoff characteristics.

Catch basins and leads, within the county road and at the curb returns of side street entrances that drain onto the county road, are eligible for 100% State-Aid funds, except where a catch basin is serving as a manhole on the storm sewer main. Catch basin castings on these structures shall be part of the catch basins and lead costs.

Limits of **County** participation will be up to 75% maximum of the cost of the system adequate to serve the State Aid Street and the immediate adjacent tributary area.

Local areas outside of the immediate adjacent tributary area of the State Aid Road or County Road can be drained into the proposed State Aid System or **County Road System** by oversizing the basic system at 100% city cost.

No credit is allowed to a municipality for an inplace storm sewer system.

<u>Benton County Percentage</u>		
<u>SIDEWALK</u>		
Rural & Municipalities	0%	New
	100%	Replacement (Except where County Engineer deems existing to be not serviceable)
<u>MUNICIPAL UTILITY RELOCATION OF RECONSTRUCTION-ROADWAYS</u>		
Township & Municipalities	0%	Township and/or Municipality is responsible for any relocation or reconstruction if utility is located on existing right of way.
<u>MUNICIPAL UTILITY RELOCATION OR RECONSTRUCTION-BRIDGE</u>		
Rural & Municipalities	0%	
<u>PRIVATE/PUBLIC (non-municipal) UTILITY RELOCATION OR RECONSTRUCTION</u>		
	0%	If the initial installation was within County right of way

TRAFFIC SIGNAL/SEMEPHOR INSTALLATION

Rural 100%

Municipalities *

Cost participation will be based on the number of county owned "legs" of the intersection . In a standard 4-way intersection with one leg county road: participation is 25%. If two legs of intersection are county roads: participation is 50%, etc.

* Municipalities shall furnish required electric power. Maintenance for signal systems on county roads (except by negotiated agreement) shall be furnished by Benton County. Maintenance costs will be divided proportionally between the municipality and county based on the number of county road "legs " leading to the intersection.

BRIDGES

Townships & Municipalities

Determined from State Aid Rules and Statute

LIGHTING

Rural & Municipalities

0%

100%

New installation

For revision or adjustment to existing installation (except for new lighting standards or where County Engineer deems the existing installation to be not serviceable)

ENGINEERING-DESIGN OR CONSTRUCTION

Townships & Municipalities

Engineering by Benton County
The Twp. & Munic. will reimburse The County for engineering costs equal to an agreed percentage of the Twp. & Munic.'s share of the construction projects costs. However, the Townships will not be charged for the first \$500 of engineering (non-consultant) services provided each year.

Engineering by Municipality
The County will reimburse the Municipality for engineering costs equal to an agreed percentage of the County's share of the construction project costs.

PUMPING STATIONS

Townships & Municipalities

100%

The cost of electricity & maintenance will be a Township & Municipality responsibility.

PROJECT AUTHORIZATIONS

A County State Aid or County funded road construction or drainage project proposed to be constructed within the limits of a city eligible for Municipal State Aid funds will require a City Council Resolution of support prior to the project being included in the 5 year road program.

COUNTY BOARD ACKNOWLEDGEMENT

Motion by Commissioner Duane Walter to adopt the
above **Benton County Division of Cost Policy** to be effective the date of adoption.

Second by Commissioner Duane Grandy.

Motion Carried.

County of Benton

State of Minnesota

I, Joan Neyssen, County Auditor/Treasurer within and for said County do hereby certify that the
forgoing motion is a true and correct copy of the action taken by the County Board of
Commissioners on November 5th, 2002, and filed in my office.

Dated at Foley, Minnesota

This 5th day of November, 2002.

Joan Neyssen
(Benton County Auditor/Treasurer)

EXHIBIT B