



STEELE COUNTY
PUBLIC WORKS POLICY COMMITTEE AGENDA
Public Works Facility – 3000 Hoffman Drive - Owatonna, MN 55060

Steele County's Mission – Driven to deliver quality services for Steele County in a respectful and fiscally responsible way (draft)

Thursday, March 11 , 2021 at 7:30 a.m. – Public Works Conference Room

Highway Agenda

1. Agreement with Clinton Falls Township for Replacement of Bridge No. L3951.
2. Agreement with Meriden Township for Replacement of Bridge No. 95975.

Department Head Reports

Disclaimer: This agenda has been prepared to provide information regarding and upcoming meeting of the Steele County Policy Committee. This document does not claim to be complete and is subject to change.



Steele County Agenda Item

Subject: Approve Agreement with Clinton Falls Township for Replacement of Bridge No. L3951.

Department: Highway

Committee Meeting Date: March 11, 2021

Board Meeting Date: March 23, 2021

Consent Agenda: Yes No

Resolution: Yes No

Policy Committee Recommendation:

N/A.

Recommendation:

Approve Agreement with Clinton Falls Township for the replacement of Bridge No. L3951 and authorize the Chair and Administrator to sign the agreement.

Background (*Including Budget Impact*):

Bridge No. L3951 is a steel pipe arch culvert, classified as a bridge, in Clinton Falls Township on NE 34th Ave and has been identified as deficient. The project will be funded through local Township levy funds in the amount of \$20,000 and the remainder will be funded by State-Aid Township Bridge funds.

The Agreement assigns roles and responsibilities, addresses funding, appoints the County as the Township's agent relating to this bridge replacement and indemnifies the County.

The MnDOT Office of State-Aid has indicated there is a healthy balance in the Township Bridge Fund and if townships want to move projects ahead this would be a good year to do so. This is one of several town bridge projects we are moving ahead with this year.

The Clinton Falls Township Board is expected to approve this Agreement at their March 15th meeting.

Attachments:

Agreement

AGREEMENT

This **AGREEMENT**, made and entered into by and between the Township of Clinton Falls, Minnesota, a political subdivision of the State of Minnesota, hereinafter referred to as the Township, and the County of Steele, 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 select a design consultant for bridge or culvert design to prepare plans and specifications for the replacement of Bridge No. L3951 (New Br. No. 74J31), NE 34th Ave over Medford Creek (0.9 miles N of CSAH 8). Said plans and specifications will comply with the latest MnDOT Specifications and be subject to approval by MnDOT State-Aid for Local Transportation. The County will *not* provide bridge design or hydraulic recommendations.
2. The County shall arrange for necessary soils exploration required for the preparation of the plans, and/or R value determinations. The County shall also arrange for hazardous materials assessments if required by the MPCA, the EPA, and/or MnDOT for the bridge replacement project.
3. The County shall obtain any required permits for the bridge replacement project, including DNR, COE, MPCA, and/or Mn/DOT permits.
4. All costs and fees associated with items 1 thru 3 above shall be the responsibility of the Township and will be billed back subject to the limits of Minnesota Statutes 161.082, Subd. 2a. This statute provides that costs in excess of \$10,000 for bridge approach work, and costs in excess of \$10,000 for all related engineering fees are eligible for financial assistance from the Town Bridge Account.
5. The Township shall acquire any necessary right-of-way for the bridge replacement project and is responsible for all associated costs. The County is available to provide technical assistance as required.
6. The County shall administer the construction contract, including the advertising, letting of bids, awarding of contract, and payments to the Contractor.
7. The County shall furnish all necessary on and off-site construction engineering and inspection, under the direction of a professional engineer licensed by the State of Minnesota.
8. 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 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, subject to the limits of Minnesota Statutes 161.082, Subd. 2a.

9. The Township does hereby agree to be responsible for paying all non-participating (not State-Aid eligible, such as bridge approach work) quantities, as will be shown on the Plan and Engineer's Estimate, subject to the limits of Minnesota Statute 161.082, Subd. 2a.
10. The County shall request reimbursement from the MnDOT State-Aid Town Bridge Account 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, subject to the limits of Minnesota Statutes 161.082, Subd. 2a.
11. The County shall submit an invoice to the Township for those costs in excess of the State reimbursement and include copies of all invoices paid for engineering services and a copy of the final construction cost after the acceptance of the construction work. The Township is responsible to pay any monies due to Steele 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. Prior to beginning any work under this Agreement, Township shall provide the County with proof of liability insurance coverage naming the County as an additional insured for the purposes of the work under this Agreement and in amounts equal to or greater than the county's maximum liability under Minn. Stat. §466.04.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

**TOWNSHIP OF CLINTON FALLS,
MINNESOTA**

COUNTY OF STEELE, MINNESOTA

Chair, Clinton Falls Township Board

Steele County Board Chair

Date: _____

Date: _____

Attest:

Township Clerk

County Administrator

Date: _____

Date: _____



Steele County Agenda Item

Subject: Approve Agreement with Meriden Township for Replacement of Bridge No. 95975.

Department: Highway

Committee Meeting Date: March 11, 2021

Board Meeting Date: March 23, 2021

Consent Agenda: Yes No

Resolution: Yes No

Policy Committee Recommendation:

N/A.

Recommendation:

Approve Agreement with Meriden Township for the replacement of Bridge No. 95975 and authorize the Chair and Administrator to sign the agreement.

Background (*Including Budget Impact*):

Bridge No. 95975 is a steel pipe arch culvert, classified as a bridge, in Meriden Township on SW 8th Street and has been identified as deficient. The project will be funded through local Township levy funds in the amount of \$20,000 and the remainder will be funded by State-Aid Township Bridge funds.

The Agreement assigns roles and responsibilities, addresses funding, appoints the County as the Township's agent relating to this bridge replacement and indemnifies the County.

The MnDOT Office of State-Aid has indicated there is a healthy balance in the Township Bridge Fund and if townships want to move projects ahead this would be a good year to do so. This is one of several town bridge projects we are moving ahead with this year.

The Meriden Township Board is expected to approve this Agreement at their March 9th meeting.

Attachments:

Agreement

AGREEMENT

This **AGREEMENT**, made and entered into by and between the Township of Meriden, Minnesota, a political subdivision of the State of Minnesota, hereinafter referred to as the Township, and the County of Steele, 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 select a design consultant for bridge or culvert design to prepare plans and specifications for the replacement of Bridge No. 95975 (New Br. No. 74J30). Said plans and specifications will comply with the latest MnDOT Specifications and be subject to approval by MnDOT State-Aid for Local Transportation. The County will *not* provide bridge design or hydraulic recommendations.
2. The County shall arrange for necessary soils exploration required for the preparation of the plans, and/or R value determinations. The County shall also arrange for hazardous materials assessments if required by the MPCA, the EPA, and/or MnDOT for the bridge replacement project.
3. The County shall obtain any required permits for the bridge replacement project, including DNR, COE, MPCA, and/or Mn/DOT permits.
4. All costs and fees associated with items 1 thru 3 above shall be the responsibility of the Township and will be billed back subject to the limits of Minnesota Statutes 161.082, Subd. 2a. This statute provides that costs in excess of \$10,000 for bridge approach work, and costs in excess of \$10,000 for all related engineering fees are eligible for financial assistance from the Town Bridge Account.
5. The Township shall acquire any necessary right-of-way for the bridge replacement project and is responsible for all associated costs. The County is available to provide technical assistance as required.
6. The County shall administer the construction contract, including the advertising, letting of bids, awarding of contract, and payments to the Contractor.
7. The County shall furnish all necessary on and off-site construction engineering and inspection, under the direction of a professional engineer licensed by the State of Minnesota.
8. 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 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, subject to the limits of Minnesota Statutes 161.082, Subd. 2a.

9. The Township does hereby agree to be responsible for paying all non-participating (not State-Aid eligible, such as bridge approach work) quantities, as will be shown on the Plan and Engineer's Estimate, subject to the limits of Minnesota Statute 161.082, Subd. 2a.
10. The County shall request reimbursement from MnDOT State-Aid 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, subject to the limits of Minnesota Statutes 161.082, Subd. 2a.
11. The County shall submit an invoice to the Township for those costs in excess of the State reimbursement and include copies of all invoices paid for engineering services and a copy of the final construction cost after the acceptance of the construction work. The Township is responsible to pay any monies due to Steele 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. Prior to beginning any work under this Agreement, Township shall provide the County with proof of liability insurance coverage naming the County as an additional insured for the purposes of the work under this Agreement and in amounts equal to or greater than the county's maximum liability under Minn. Stat. §466.04.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

TOWNSHIP OF MERIDEN, MINNESOTA

COUNTY OF STEELE, MINNESOTA

Chair, Meriden Township Board

Steele County Board Chair

Date: _____

Date: _____

Attest:

Township Clerk

County Administrator

Date: _____

Date: _____