Steele County
Agenda Item

Subject: Approve Cooperative Agreement with Waseca County for Shoulder Paving of Steele County CSAH 2 and Waseca County CSAH 14

Department: Highway

Committee Meeting Date: N/A

Board Meeting Date: February 23, 2021

Consent Agenda: ☒ Yes ☐ No **Resolution:** ☐ Yes ☒ No

Policy Committee Recommendation:

N/A

Recommendation:

Approve Cooperative Agreement with Waseca County for shoulder paving of Steele County CSAH 2 and Waseca County CSAH 14 and authorize the Chair and County Administrator to sign the agreement.

Background *(Including Budget Impact)*:

The County's 2021 highway capital program includes a joint project with Waseca County to pave the shoulders of CSAH 2/CSAH 14 from Waseca to Owatonna.

Steele County has the lead on the project and we are in the process of getting final State-Aid approvals on the plans and specifications and authorization to advertise for bids.

This standard agreement outlines each party's roles and responsibilities and identifies cost splits. Each party's estimated costs are outlined in Exhibit A to the Agreement. Final costs will be based on contract prices and final quantities.

The Waseca County Board approved the Agreement at their meeting on February 16th.

This item was discussed informally at the February 11, 2021 Public Works Policy Committee meeting and recommended to go to Board following Waseca County action.

Attachments:

Cooperative Agreement

COOPERATIVE CONSTRUCTION AGREEMENT
STEELE AND WASECA COUNTIES
SAP 088-070-075

Steele County	**Waseca County**
SAP 074-070-006	**SAP 081-070-001**

This agreement is made and entered into by and between the Counties of Steele and Waseca, State of Minnesota, acting by and through their Boards of Commissioners.

WHEREAS, the Counties acting pursuant to Minnesota Statutes Sec. 471.29 are about to engage in a mutual endeavor to perform the construction of paved shoulders (SAP 088-070-075, 074-007-006, and 081-070-001) and associated construction on County State Aid Highway 14 in Waseca County and County State Aid Highway 2 in Steele County, under a contract, and

WHEREAS, the project termini are described as follows:

> From County State Aid Highway 4 in Waseca County to the Waseca/Steele County line and from the Waseca/Steele County Line to County State Aid Highway 7 in Steele County, between Waseca, Minnesota and Owatonna Minnesota.

WHEREAS, the construction will consist of shoulder paving, milled rumble strips, and pavement markings, and

WHEREAS, all construction shall be in accordance with Steele County prepared plans, specifications and special provisions as approved by the Minnesota Department of Transportation and on file in the office of the Steele County Engineer, and

WHEREAS, the Counties of Steele and Waseca are willing to participate in the costs of the construction and associated construction engineering as hereinafter set according to each County's share utilizing appropriate Federal, State and Local Funds available to each County.

WHEREAS, Steele County has prepared an Engineer's Estimate of cost, attached as Exhibit A, and incorporated herein.

IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:

ARTICLE I - CONSTRUCTION PLAN PREPARATION

Steele County has prepared construction plans and engineer estimates and has obtained any required Mn/DOT approvals.

The proposal and contract documents will be prepared by Steele County and provided to Waseca County for review prior to advertisement for bids.

ARTICLE II - CONTRACT AWARD

Steele County shall advertise, receive bids and award a construction contract to the lowest responsible bidder, subject to concurrence by the Waseca County Engineer in that award, in accordance with the plans, specifications and special provisions that are on file in the office of the Steele County Engineer.

ARTICLE III - SUPERVISION AND INSPECTION OF CONSTRUCTION

Steele County shall provide construction inspection and project administration, under the supervision of a licensed professional engineer. Steele County shall be responsible for the contractor's adherence to all plan directives, materials control, and specifications as set forth in the Contract documents and the current Mn/DOT "Standard Specifications for Construction" and amendments and revisions thereto. Steele County shall perform all material testing and bituminous plant inspection.

ARTICLE IV - PLAN CHANGES, SUPPLEMENTAL AGREEMENTS, CHANGE ORDERS

Steele County shall reserve the right to enter into change orders, supplemental agreements, work orders, or to make alterations to the project, but only after confirmation from the Waseca County Engineer.

In the event that a dispute arises, Steele County and Waseca County agree that all disputes between them arising out of or relating to this Agreement shall be submitted, upon agreement of both parties, to mediation, with the cost being shared equally.

ARTICLE V - CONTRACT ADMINISTRATION

Steele County shall administer the contract and shall be responsible for all record keeping, invoicing, partial estimates and documentation of quantities. Steele County shall retain all pertinent records and documentation of quantities on file. Steele County shall prepare all partial estimates. Steele County shall prepare all final documentation for submittal to Waseca County upon completion of the project. Steele County shall be responsible for acceptance of completed work and assessment of any liquidated damages, if applicable, on the project, but only after confirmation from the Waseca County Engineer.

ARTICLE VI - PAYMENTS

Steele County shall use OneOffice to administer construction payments. Federal Highway Safety Improvement Program funds have been received for this project and will be used to pay the participating costs up to $370,800 as detailed in Exhibit A. Steele and Waseca Counties shall each be responsible to fund their share of the remaining participating costs and 100 percent of their share of the non-participating costs (local share) as detailed in Exhibit A. Waseca County

shall advance 95% of their share of the project costs to Steele County within 30 days of receipt of an invoice prior to construction. Upon project completion and final payment by Steele County to the Contractor, Steele County shall invoice Waseca County for the remaining balance of their share of the project costs. In the event the Waseca County payment exceeds the Waseca County share of the final costs, such overpayment shall be returned to Waseca County by Steele County within sixty days of final payment on the project.

Steele County shall prepare partial estimate vouchers. Payment to the Contractor will be made by Steele County.

ARTICLE VII - EXAMINATION OF BOOKS, RECORDS, ETC.

As provided by Minnesota Statues Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of each party relevant to this Agreement are subject to examination by each party, and either the legislative auditor or the state auditor as appropriate, for a minimum of six years from final payment.

ARTICLE VIII - CLAIMS

A. Steele County agrees to save, hold harmless and indemnify Waseca County and Waseca County's officers, agents, employees, and volunteer workers against any and all claims, losses, damages, or law suits for damages arising from, allegedly arising from, or related to the provisions of services hereunder, and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising as a result of the provision of services hereunder.

B. Waseca County agrees to save, hold harmless and indemnify Steele County and Steele County's officers, agents, employees, and volunteer workers against any and all claims, losses, or law suits for damages arising from, allegedly arising from, or related to the provision of services hereunder, and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising as a result of the provision of services hereunder.

C. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of others and the results thereof.

ARTICLE IX - NONDISCRIMINATION

The provisions of Minnesota Statutes Section 181.59 and of any applicable law relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

In Testimony Whereof the Parties have executed this Agreement by Their Authorized Representatives.

STEELE COUNTY	WASECA COUNTY
BY: _____ County Board Chair	BY: _____ County Board Chair
DATE: _____	DATE: _____
BY: _____ County Administrator	BY: _____ County Administrator
DATE: _____	DATE: _____

EXHIBIT A

Engineer's Estimate

Project Number: SP 088-070-075, SP 074-070-006, SP 081-070-001
Project Description: CSAH 14 / CSAH 2 Shoulder Paving, Rumble Strip, & Pavement Markings
Work Type: HSIP

Item No.	Description	Category	Units	Bid / Alter	Quantity	Unit Price	Total Price
2021.501/00010	MOBILIZATION	Waseca Participating / 081-070-001	LS	Base Bid	0.33	$10,000.00	$3,300.00
2104.607/74000	SALVAGE AGGREGATE	Waseca Participating / 081-070-001	C Y	Base Bid	2,974	$15.00	$44,610.00
2104.609/74000	HAUL SALVAGED MATERIAL	Waseca Non-Participating / 081-070-001	TON	Base Bid	2,677	$1.00	$2,677.00
2118.509/00001	AGGREGATE SURFACING CLASS SPECIAL	Waseca Participating / 081-070-001	TON	Base Bid	2,677	$5.60	$14,991.20
2232.603/00030	MILLED RUMBLE STRIPS-INTERMITTENT	Waseca Participating / 081-070-001	L F	Base Bid	30,910	$0.20	$6,182.00
2360.509/22200	TYPE SP 12.5 WEARING COURSE MIX (2;B)	Waseca Participating / 081-070-001	TON	Base Bid	3,024	$67.00	$202,608.00
2563.601/00010	TRAFFIC CONTROL	Waseca Participating / 081-070-001	LS	Base Bid	0.33	$7,500.00	$2,475.00
2582.503/30104	4" SOLID LINE MULTI COMP	Waseca Participating / 081-070-001	L F	Base Bid	26,753	$1.19	$31,836.07
2582.503/36106	6" SOLID LINE MULTI COMP GR IN	Waseca Participating / 081-070-001	L F	Base Bid	33,152	$3.50	$116,032.00
2582.503/30204	4" BROKEN LINE MULTI COMP	Waseca Participating / 081-070-001	L F	Base Bid	3,041	$1.19	$3,618.79
						Waseca Participating / 081-070-001 Total:	**$425,653.06**
						Waseca Non-Participating / 081-070-001 Total:	**$2,677.00**
2021.501/00010	MOBILIZATION	Steele Participating / 074-070-006	LS	Base Bid	0.67	$10,000.00	$6,700.00
2104.607/74000	SALVAGE AGGREGATE	Steele Participating / 074-070-006	C Y	Base Bid	5,759	$15.00	$86,385.00
2104.609/74000	HAUL SALVAGED MATERIAL	Steele Non-Participating / 074-070-006	TON	Base Bid	5,183	$1.00	$5,183.00
2118.509/00001	AGGREGATE SURFACING CLASS SPECIAL	Steele Participating / 074-070-006	TON	Base Bid	5,183	$5.60	$29,024.80
2232.603/00030	MILLED RUMBLE STRIPS-INTERMITTENT	Steele Participating / 074-070-006	L F	Base Bid	58,258	$0.20	$11,651.60
2360.509/22200	TYPE SP 12.5 WEARING COURSE MIX (2;B)	Steele Participating / 074-070-006	TON	Base Bid	5,857	$67.00	$392,419.00
2563.601/00010	TRAFFIC CONTROL	Steele Participating / 074-070-006	LS	Base Bid	0.67	$7,500.00	$5,025.00
2582.503/30104	4" SOLID LINE MULTI COMP	Steele Participating / 074-070-006	L F	Base Bid	11,398	$1.19	$13,563.62
2582.503/36106	6" SOLID LINE MULTI COMP GR IN	Steele Participating / 074-070-006	L F	Base Bid	67,530	$3.50	$236,355.00
2582.503/30204	4" BROKEN LINE MULTI COMP	Steele Participating / 074-070-006	L F	Base Bid	6,909	$1.19	$8,221.71
						Steele Participating / 074-070-006 Total:	**$789,345.73**
						Steele Non-Participating / 074-070-006 Total:	**$5,183.00**
						Contract Total:	**$1,222,858.79**