

**CONSTRUCTION COST SHARE AGREEMENT
WITH MISSION TOWNSHIP (CP 18-300-25)
FOR THE BITUMINOUS SURFACING OF
ROADWAYS UNDER THE JURISDICTION OF
CROW WING COUNTY AND MISSION TOWNSHIP**

This Agreement is made and entered into this _____ day of _____, 20____ by and between the County of Crow Wing, State of Minnesota, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota, 56401, hereinafter referred to as "County", and Mission Township, P.O. Box 126, Merrifield, MN 56465 hereinafter referred to as the "Township".

WITNESSETH

WHEREAS, the parties mutually agree that bituminous surfacing desired by Mission Township to be applied to the roadways listed in Attachment A has the potential to result in overall costs savings when combined with the County Project to provide bituminous surfacing to County roadways, and,

WHEREAS, the County has budgeted funds to complete the project; and,

WHEREAS, the Crow Wing County Highway Department has prepared plans and specifications for the project entitled BITUMINOUS SURFACING, Project Number CP 18-300-25, which plans and specifications are on file in the office of the County Engineer;

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of constructing project CP 18-300-25. This agreement identifies funding responsibilities and also future responsibilities upon project completion. Attachment A (estimate) is considered a part of this agreement.

II. Duties

A. Design and Construction

The County shall provide all design-engineering services for their portions of the Project and the Township shall provide design-engineering services for their roads unless otherwise stated in this agreement. The County shall provide all construction-engineering services for their portions of the Project and the Township shall provide all construction-engineering services for their portions of the Project. Attachment A is an estimate and final costs will be determined upon project completion. The County shall do the calling for all bids and the acceptance of all bid proposals and shall enter into a construction contract as the "owner" for purposes of the project.

B. Inspection and Approval

The County shall provide construction inspection for their portions of the Project with the Township responsible for inspection, staking, and approval for acceptance of the work as it is completed for their portions of the Project. The County shall also be available to inspect said work and notify the Township of any concerns that arise during or after the completion of the Project. Approval of the final construction work shall be completed by the County and the Township.

III. COSTS

A. Project Costs

The project costs identified in this agreement are based upon current estimates. Attachment A identifies the agreed upon cost share quantities and estimated costs. Actual final costs for each agency will be determined by actual final quantities.

B. SUMMARY OF ESTIMATED COSTS - The estimated construction and engineering costs for the project is shown in Attachment A and are summarized as follows:

| | |
|---|--------------|
| Estimated Township Construction Costs | \$559,590.60 |
| Estimated Township Administration Costs | \$16,787.72 |
| Total Estimated Township Costs | \$576,378.32 |

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or Township pursuant to this Agreement shall be disbursed pursuant to law. Upon project completion, a final cost accounting will be performed totaling costs related to the Project. An invoice will be prepared by the County and submitted to the Township. The Township shall reimburse the County within 30 days of receipt of invoice.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformity with State law.

VII. ACCOUNTABILITY

An accounting shall be made of all receipts and disbursements upon request by either party.

VIII. TERMINATION

This Agreement shall terminate upon completion of all obligations of the parties under this Agreement. This Agreement may be terminated prior to completion by either party only for breach of this Agreement or by mutual consent of the parties.

IX. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the Office of the Crow Wing County Highway Department, 16589 CR 142, Brainerd, MN 56401, on behalf of the County, and Mission Township, P.O. Box 126, Merrifield, MN 56465 on behalf of the Township.

X. INDEMNIFICATION

To the extent allowed by law, the County and the Township mutually agree to indemnify and hold each other harmless from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XI. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties to the subject matter hereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF CROW WING

MISSION TOWNSHIP

By: _____
Robert Hall
Assistant County Engineer

By: _____
Anna Anderson
Township Clerk

Dated: _____

Dated: _____

Attachment A - Mission Twp. Est. Prices Cost Share - 2024 Resurfacing - CP 18-300-25

| | | ESTIMATED PRICES | | | | E. Horseshoe Lake Road | | Huxtable Point Road | |
|----------|--|------------------|-------------|----------|------------------------------|------------------------|--------------|----------------------|--------|
| Number | Description | Unit | Price | Quantity | Amount | Quantity | Amount | Quantity | Amount |
| 2016.609 | QUALITY MANAGEMENT - E-TICKETING | TON | \$0.10 | 5,070 | \$507.00 | 1,630 | \$163.00 | | |
| 2021.501 | MOBILIZATION | LS | \$15,000.00 | 0.31 | \$4,650.00 | 0.12 | \$1,800.00 | | |
| 2104.503 | SAWING CONCRETE PAVEMENT (FULL DEPTH) | LF | \$5.50 | 0 | \$0.00 | 91 | \$500.50 | | |
| 2104.518 | REMOVE CONCRETE DRIVEWAY PAVEMENT | SF | \$1.50 | 0 | \$0.00 | 730 | \$1,095.00 | | |
| 2112.519 | SUBGRADE PREPARATION | RDST | \$65.00 | 139 | \$9,035.00 | 48 | \$3,120.00 | | |
| 2118.509 | AGGREGATE SURFACING CLASS 1 | TON | \$27.00 | 855 | \$23,085.00 | 165 | \$4,455.00 | | |
| 2215.504 | FULL DEPTH RECLAMATION | S Y | \$1.15 | 34,000 | \$39,100.00 | 10,414 | \$11,976.10 | | |
| 2357.506 | BITUMINOUS MATERIAL FOR TACK COAT | GAL | \$3.00 | 36 | \$108.00 | 52 | \$156.00 | | |
| 2360.509 | TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) | TON | \$66.00 | 5,070 | \$334,620.00 | 1,630 | \$107,580.00 | | |
| 2531.504 | 6" CONCRETE DRIVEWAY PAVEMENT | S Y | \$90.00 | 0 | \$0.00 | 82 | \$7,380.00 | | |
| 2540.602 | MAIL BOX SUPPORT | EACH | \$110.00 | 24 | \$2,640.00 | 34 | \$3,740.00 | | |
| 2563.601 | TRAFFIC CONTROL | LS | \$2,500.00 | 0.31 | \$775.00 | 0.12 | \$300.00 | | |
| 2574.505 | SOIL BED PREPARATION | ACRE | \$800.00 | 0 | \$0.00 | 0.1 | \$80.00 | | |
| 2574.507 | COMMON TOPSOIL BORROW | C Y | \$42.00 | 0 | \$0.00 | 50 | \$2,100.00 | | |
| 2574.508 | FERTILIZER TYPE 1 | LB | \$1.00 | 0 | \$0.00 | 20 | \$20.00 | | |
| 2575.505 | SEEDING | ACRE | \$800.00 | 0 | \$0.00 | 0.1 | \$80.00 | | |
| 2575.508 | SEED MIXTURE 25-151 | LB | \$5.00 | 0 | \$0.00 | 20 | \$100.00 | | |
| 2575.508 | HYDRAULIC MULCH MATRIX | LB | \$1.70 | 0 | \$0.00 | 250 | \$425.00 | | |
| | | | | | Est. Price Construction Cost | \$ 414,520.00 | | \$ 145,070.60 | |

| | |
|--|----------------------|
| Total Construction Cost | \$ 559,590.60 |
| Engineering 3% | \$ 16,787.72 |
| Total Mission Cost Share with Est. Prices | \$ 576,378.32 |