

**POLK AND GRAND FORKS COUNTIES
COOPERATIVE CONSTRUCTION
AGREEMENT**

**Red River Bridge
Polk County State Aid Highway (CSAH) 9
Grand Forks County Highway 7
Polk County Project SP 60-609-021
Grand Forks County and ND DOT Project # AC-BRC-1830(052)**

THIS AGREEMENT made and entered into by and between the County of Polk, Minnesota and the County of Grand Forks, North Dakota, acting by and through its Board of Commissioners.

WITNESSETH:

WHEREAS the County of Polk, as lead agency, is preparing plans for the construction of a new bridge over the Red River and roadway approaches on Polk CSAH 9 and Grand Forks County Highway 7.

WHEREAS, the Boards of Commissioners of Grand Forks and Polk Counties have determined it to be mutually beneficial for this project to be let and constructed with each County paying 100 percent of its approach roadway construction costs and each county paying 50% of the old bridge removal and new bridge construction costs; and

WHEREAS Minnesota Statute Annotated 471.59 authorized Boards of County Commissioners to enter into a joint exercise of powers and North Dakota Century Code NDCC 24-08-10 authorizes North Dakota County Commissions to enter into agreements with Counties in neighboring states for construction, maintenance, and repairs of bridges on the State line.

IT IS THEREFORE, MUTUALLY AGREED AS FOLLOWS:

ARTICLE I - CONSTRUCTION BY THE COUNTIES

Section A. County to perform preliminary, surveying and plan preparation

Polk County shall perform all preliminary engineering, surveying, plan preparation and right of way acquisition in order to advance this project to construction. All work will be done in accordance with the Minnesota Department of Transportation and the North Dakota Department of Transportation's policies.

Section B. County to Receive Bids and Award a Contract

Polk County shall receive bids and award to the lowest responsible bidder of the combined total dollar amount of the aforesaid project. Said County plans and special provisions which are on file in the respective office of the County Highway Department at Grand Forks, North Dakota; and Crookston, Minnesota, and in the office of the Commissioner of the Minnesota Department of Transportation at St. Paul, Minnesota, are made a part hereof by reference with the same force and effect as though fully set forth herein.

Section C. Documents to Be Furnished to Grand Forks County

Polk County shall, following receipt of bids for said County construction project referred to herein, promptly submit to the County Auditor of Grand Forks County a certified copy of the low bid received and an abstract of all, bids received.

Section D. Cancellation of Agreement

Each party to this agreement reserves the right to withdraw from and cancel this agreement within 40 days prior to the opening of bids contemplated in Article I hereof

Section E. Direction, Supervision and Inspection of Const.

The construction work contemplated herein shall be under the direction and supervision of the County Engineer of Polk County.

Section F. Completion of Construction

The construction is to be started and completed in accordance with the time schedule set forth in the special provisions.

Section G. Plan Changes and Extra Work

Any plan change or extra work performed hereunder shall become the responsibility of the respective County for which project the plan change or extra work was performed; the total cost of plan changes or extra work shall be assigned and paid for by the County for which project the plan change or extra work was performed.

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Section H. Compliance with Laws, Ordinances and Regulations

It is understood and agreed that the Counties shall, in connection with the award of a construction contract for the work set forth herein and the administration and performance of said work, themselves comply and cause their contractor to comply with all Federal, State and local laws together with all ordinances and regulations applicable to said contract award and the work to be performed thereunder.

ARTICLE II BASIS OF PAYMENT

Section A. Preliminary Engineering/ Surveying / Plan Preparation

Polk County as lead agency in project will be required to perform the project surveying, preliminary engineering, to include environmental permits, historical reports, and preliminary design of the bridge structure and approach grading. Polk County will contract with a Bridge Design Consulting Firm to have both Preliminary and Final Plans completed for construction.

These costs will be split between Polk and Grand Forks county equally, 50% to each county. Polk County will bill Grand Forks County as different requirements get completed.

Section B. Construction Costs

Upon satisfactory completion of the project, in accordance with Article I hereof, Polk County shall pay to the contractor, the Counties' respective full and complete share of the costs of constructing their respective project based on the final estimate of cost of the construction work item quantities. Polk shall also prepare and pay the contractor all partial payments as required by the Minnesota Department of Transportation specifications and bid proposal of the aforesaid contract. Grand Forks County shall reimburse Polk County for all contract obligations attributable to Grand Forks County's project upon receipt of copies of monthly partial estimates and final payment vouchers from Polk County.

Section C. Construction Engineering

In addition to the payment to the contractor for each County's respective projects, each County will be obligated for all other costs attributable to its respective construction project. Polk County will be responsible for both Preliminary and Construction Staking and Construction Inspection. Polk County will bill Grand Forks County for its required staking for its part of the project and 50% for its portion of the bridge staking and construction inspection.

ARTICLE III GENERAL PROVISIONS

Section A. Contract Administration

All costs incurred and all work performed and to be performed in the administration, design and construction of each project, attributable to each project shall be borne in full by each County for its' respective project. Polk County will assume the administrative function in construction, inspection, documentation and contract payment or any other function pertaining to the project, and furnish Grand Forks County with copies and supporting data for the project.

Section B. Claims

It is hereby understood and agreed that any and all employees and all other persons employed by each respective County in the performance of any work or services required or provided for herein shall be considered employees of the respective County only and that any and all claims that may or might arise under the Worker'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 to be rendered herein by the respective County shall in no way be the obligation or responsibility of the other County.

Section C. Approval

Before this agreement shall become binding and effective, it shall be approved by resolution of the Board of Commissioners of Grand Forks and Polk Counties.

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 GRAND FORKS

Approved as to Form and Execution

Grand Forks County Attorney

BY _____
Board Chair

DATE _____

BY _____
Witness

DATE _____

COUNTY OF POLK

Approved as to Form and Execution

Polk County Attorney

BY _____
Board Chair

DATE _____

BY _____
County Coordinator
Clerk of Board

DATE _____

COUNTY OF POLK

RESOLUTION

BE IT RESOLVED that the County of Grand Forks enter into Agreement with the County of Polk for the following purposes, to wit: to provide for payment by Grand Forks County to Polk County the costs attributable in the construction, inspection, documentation and contract payments of tied projects: Grand Forks County and ND DOT Project # AC-BRC-1820(052) and Polk County S.P 60-609-021

BE IT FURTHER RESOLVED that the proper County Officers are hereby authorized and directed to execute such cooperative construction agreement under the provisions of MSA 471.59.

CERTIFICATION

County of Polk

I hereby certify that the foregoing Resolution is a true and correct copy of the resolution presented to and adopted by the Board of Commissioners of the County of Polk at a duly authorized meeting thereof held on the _____ day of _____, 2009 as shown by the minutes of said meeting in my possession.

County Coordinator
Clerk of the Board

COUNTY OF GRAND FORKS

RESOLUTION

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BE IT FURTHER RESOLVED that the proper County Officers are hereby authorized and directed to execute such cooperative construction agreement under the provisions of NDCC 24-08-10.

CERTIFICATION

County of Grand Forks

I hereby certify that the foregoing Resolution is a true and correct copy of the resolution presented to and adopted by the Board of Commissioners of the County of Grand Forks at a duly authorized meeting thereof held on the day of , 2009, as shown by the minutes of said meeting in my possession.

County Auditor