

**CONSTRUCTION COST SHARE AGREEMENT
WITH THE CITY OF BAXTER – PROJECT NO. CP 18-200-143
FOR ROADWAY PAVEMENT MARKINGS ON
VARIOUS CITY OF BAXTER STREETS**

This Agreement is made and entered into this day of _____, 2024, 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 the City of Baxter, c/o Kelly Steele – Assistant City Administrator/City Clerk, PO Box 2626, Baxter, Minnesota, 56425 herein after referred to as the "City".

WITNESSETH

WHEREAS, the parties mutually agree that pavement markings desired by the City to be applied to various City streets have the potential to result in overall costs savings when combined with the County project which will provide for pavement markings to numerous 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 2024 PAVEMENT MARKINGS, 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 applying pavement markings to numerous County roadways and City streets as described in the plans and specifications entitled 2024 PAVEMENT MARKINGS on file in the office of the Crow Wing County Highway Department (hereinafter referred to as the "Project").

II. Duties

A. Design and Construction

The County shall incorporate City provided quantities and maps into the overall bidding package for the Project unless otherwise stated in this agreement. A contract administration fee for the City roads, at a rate of three percent of the City's construction costs, shall be reimbursable from the City. The County shall do the calling for all bids and the acceptance of all bid proposals.

B. Inspection and Approval

The County and City shall each provide construction inspection and staking for their respective roadways for the Project and approval for acceptance of the work as it is completed. The City will ensure that City streets are swept and in a condition ready to receive pavement markings. The City will notify the County of any concerns that arise during or after the completion of the Project. Approval of the completed construction contract by the County shall be final, binding and conclusive upon the City as to the satisfactory completion of the construction.

III. COSTS

A. The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the estimated

construction costs and shall be so referred to herein. Actual final construction costs may vary and those will be the actual costs for which the relevant parties will be responsible.

B. The estimated construction cost for the City portion of the Project is \$40,892.08, as shown in Exhibit A. Participation in the construction costs is as follows:

1. The City shall pay one hundred percent (100%) of the cost of the pavement markings related to all City streets. The estimated cost to the City for these items is \$39,701.05. When adding the three percent contract administration costs of \$1,191.03, the total estimated cost to the City is \$40,892.08.

2. The County shall pay for one hundred percent (100%) of the pavement markings related to the remaining County roadways and through agreements with other project partners.

C. The total estimated cost to the City for the Project is only an estimate and the City agrees to pay its share of actual costs incurred by the County in fulfilling this agreement.

D. After the award of the construction contract for the Project, the County shall update the City as to the current City construction costs. The City shall reimburse the County for its costs within 30 days of receipt of final project costs.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed pursuant to law.

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 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 County Auditor of Crow Wing County, 326 Laurel Street, Brainerd, Minnesota, 56401, on behalf of the County, and City of Baxter, c/o Kelly Steele – Assistant City Administrator/City Clerk, PO Box 2626, Baxter, Minnesota, 56425 on behalf of the City.

XI. INDEMNIFICATION

The City and the County mutually agree to indemnify and hold harmless each other 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.

XII. 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

CITY OF BAXTER

By: _____
Robert Hall
Assistant County Engineer

By: _____
Darrel Olson
Mayor

Dated: _____

Dated: _____

By: _____
Kelly Steele
Assistant City Administrator/City Clerk

Dated: _____

Exhibit A

2024 PAVEMENT MARKING ESTIMATE				
BAXTER QUANTITIES - COUNTY PROJECT 18-200-143				
Description	Unit	Price	Quantity	Amount
8" SOLID LINE PAINT Crosswalk - Baxter	L F	\$1.40	8,543	\$ 11,960.20
12" SOLID LINE PAINT	L F	\$1.70	1,510	\$ 2,567.00
24" SOLID LINE PAINT	L F	\$2.25	243	\$ 546.75
PAVEMENT MESSAGE PAINT	S F	\$2.70	3,543	\$ 9,566.10
4" SOLID LINE PAINT	L F	\$0.07	37,120	\$ 2,598.40
6" SOLID LINE PAINT	L F	\$0.09	100	\$ 9.00
8" SOLID LINE PAINT	L F	\$0.11	26,004	\$ 2,860.44
4" BROKEN LINE PAINT	L F	\$0.07	21,417	\$ 1,499.19
4" DOTTED LINE PAINT	L F	\$0.25	369	\$ 92.25
8" DOTTED LINE PAINT	L F	\$0.30	85	\$ 25.50
4" DOUBLE SOLID LINE PAINT	L F	\$0.14	56,973	\$ 7,976.22
				\$ 39,701.05

Estimated Construction Cost	\$ 39,701.05
Estimated Contract Admin. (3%)	\$ 1,191.03
Total Estimated Cost	\$ 40,892.08