

CITY OF PIPESTONE FEDERAL LANDS ACCESS PROGRAM (FLAP) PROJECT
SP 059-615-051 AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Pipestone, hereinafter referred to as the "City" and the County of Pipestone, hereinafter referred to as the "County".

WHEREAS, the City has applied for an infrastructure grant through the Federal Lands Access Program (FLAP) for the extension and construction of a pedestrian path across Hiawatha Park west of Hiawatha Ave in Pipestone, and the Pipestone National Monument.

WHEREAS, the County has agreed to sponsor the project as adopted by the Pipestone County Board of Commissioners on June 23, 2026; and

WHEREAS, the County's sponsorship is contingent on the City entering into an agreement with the County to further define responsibilities, indemnification, financial responsibilities, and accountabilities;

NOW, THEREFORE, IT IS AGREED: If awarded the grant, the City will hire and fund a design consultant engineer and construction/inspection/testing consultant engineer to administer all aspects of the project and certifies that the consultant is properly staffed and equipped to perform the work; and

The City agrees to require said engineering consultant to abide by all Federal and State requirements as it pertains to this project and shall also require the engineering consultant to follow all directions and instructions from the County Engineer as it relates to meeting Federal and State requirements on the project; and

The County will cash flow the grant portion of the construction contract; and

Upon opening bids, the City will deposit with the County funds based on the bid results for such costs not covered by the grant, plus 10% of the bid amount of the entire project for contingencies prior to the County entering into a contract with the bidder, and

The City will calculate the total funds deposited with the County that were not needed for said project and the County will reimburse the City within one month of final close out of the project, and

The City will cover any and all costs in excess of the available grant money for the project; and

The City will reimburse all costs incurred by the County for the project; and

The City will deposit with the County, any money anticipated to be due the contractor based on changes to the contract during construction that are not expected to be covered by the grant or the 10% contingency fund prior to the County making payment to the contractor; and

The City will provide documentation to the County every four weeks detailing approved contract payment quantities and amounts; and

The City and their consultants will provide the County all original contract documentation every two weeks as detailed by the Federal and State project requirements, and

The City agrees to pay for any contract payment items that are not properly documented or inspected if they become ineligible for grant payments due to the improper documentation and/or inspection, and

The City agrees to follow all federal and state aid requirements for construction of the work including but not limited to the requirements defined in Mn/Dot's Delegated Contract Process (DCP), federal and Mn/Dot ADA requirements and will ensure any and all consultants and partners do the same; and

The City agrees to participate and provide any required documentation needed for the project during the federal and/or state audit of the project; and

The City recognizes the project is a City project with limited involvement by the County as defined in the sponsorship resolution. The City will conduct all correspondence, negotiate all necessary agreements, back sheet adjustments, and change orders with the Contractor including close-out of the project and provide regular and timely updates to the County; and

The City recognizes the County will need to enter into agreement(s) with MnDot and many of the County's duties and responsibilities defined in said agreement(s) will be the obligation of the City and the City hereby again agrees to the terms and obligation of said MnDot Agreements, and

The City will pay for all legal fees if any, relating to close-out of the project; and

The City and County recognizes that the infrastructure constructed under this project is owned by the City and all maintenance and future repair and replacement will be the responsibility of the City; and

The City recognizes that the County will not alter its snow plowing and maintenance routine within the project areas under this agreement. And additional snow removal or maintenance created will be the sole responsibility of the City.

The City and/or the City's engineering consultant will develop plans and specifications for the project signed by a Minnesota licensed professional engineer as required by Mn/Dot and FHWA. The County Highway Engineer's signature as may be required on the plans and/or specifications will be for funding purposes only (no review of or compliance to federal and state requirements will be implied), and

The City and/or the City's engineering consultant will acquire all needed right-of-way in accordance with federal and state requirements for the project and provide the required right-of-way certifications, and

The City and/or the City's engineering consultant will develop, submit, and complete all needed reports and documents as required by Mn/Dot and FHWA. Any needed signatures as may be required on the reports and documents by Pipestone County will be for procedural purposes only (no review of or compliance to federal and state requirements will be implied), and

The City and/or the City's consultant will develop, distribute, coordinate, all bid documents for the bidding process including but not limited to developing the advertisement for sealed bids, sending of plans and specs to potential bidders, developing and sending any addendums to potential bidders, maintaining a plan holders list, and identifying themselves as the contact to answer questions as it relates to the bid documents and project, and

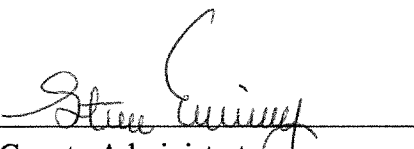
The City of Pipestone will publish the advertisement for sealed bids as required by law or in the event that the funding agency requires the County of Pipestone to conduct the bid process, the county will do so in accordance with all applicable requirements and consult with the City of Pipestone prior to awarding said bid/contract.

The City will indemnify and hold harmless the County, its officers, and employees from any claim, liability, cost or loss of revenue due to the actions or non-action by the City or the City's consultant (including but not limited to, future withholds of federal and/or state money due to the failure of the City or the City's consultant to properly follow federal and state requirements for project documentation/procedure, material testing, material certification, or pay item documentation on the project).

Adopted this 28 day of July, 2026.


Chairman of the County Board

ATTEST:


County Administrator

Adopted this ____ day of _____, 2026.

Mayor of the City Council

ATTEST:

City Administrator

