

MUNICIPAL AGREEMENT
Between
The County of Tompkins and The Town of Dryden
Regarding Design and Reconstruction of
Dodge Road Bridge over Cascadilla Creek (BIN 3209890)

Agreement, made as of _____, _____, between the **County of Tompkins**, hereinafter referred to as the "County," and the **Town of Dryden**, hereinafter referred to as the "Town," for replacement or rehabilitation and continued cooperative maintenance of the bridge carrying **Dodge Road over Cascadilla Creek**, hereinafter referred to as the "Bridge".

WHEREAS, Dodge Road, including the approaches to the Bridge, is a Town road that is maintained by the Town, and,

WHEREAS, the County and the Town cooperatively maintain the Bridge under provisions of New York State Highway Law §234 and County Resolutions 43 of 1946 and 259 of 1998, which divide maintenance responsibilities according to specific bridge elements for bridge spans of 25 feet or greater on Town roads, and

WHEREAS, in response to deterioration of the Bridge, the County is preparing plans and specifications for its replacement and has scheduled construction to begin in 2018.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County will administer Bridge construction projects; overseeing design; acquiring right-of-way, if needed; advertising for bids; contracting for construction; and providing construction inspection services. The County will keep the Town informed of project progress and cost estimates through their respective Highway Departments.
2. The County and Town will approve specifications, plans, and estimates for the Bridge prior to advertisement for construction bids. The Town will make such recommendations concerning designs as may be pertinent to its maintenance responsibilities and constituents' interests. All such recommendations shall be within the framework of acceptable engineering practices.
3. The County will initially pay the total project cost. The estimated total project cost for the Bridge is \$740,000, which includes design, right of way, construction, construction inspection and administrative components. The Town agrees to pay to the County 20% of the total project cost in accordance with the division of financial responsibility illustrated in the following table. In the event that the actual cost

exceeds the estimate the parties shall not be obligated to proceed unless such additional cost is ratified by both parties.

Estimated Cost Shares – Dodge Road Bridge

	%	\$
Total	100%	\$567,015
County	80%	\$453,612
Town	20%	\$113,403

4. The County shall transmit invoices to the Town representing the Town’s costs for reconstruction of the Bridge. The County shall separately itemize and support these invoices by written documentation. The Town shall make payments to the County within 45 days of receipt of invoices and supporting documentation, for design and right-of-way phase costs upon Notice to Proceed to the construction contractor, and for construction phase costs at substantial completion of the Bridge replacement.

5. The County shall be responsible for maintenance, refinishing, replacement, or repair of the following components of the replacement Bridge:
 - a. abutments, including erosion and scour protection,
 - b. wing walls, including erosion and scour protection,
 - c. superstructure structural elements,
 - d. bridge railing,
 - e. miscellaneous deck elements not listed below as Town responsibilities, and
 - f. stream channel within 15 feet upstream and downstream of wing walls.

6. For ten (10) years following substantial completion of construction, the County shall also be responsible for maintenance, refinishing, replacement, or repair of the wearing surface on the Bridge and its approaches within approved project limits. Following this initial 10-year period, the Town shall be responsible for these items.

7. The Town shall be responsible for routine maintenance, refinishing, replacement, or repair of the following in their respective jurisdictions:
 - a. approaches, including shoulders, sidewalks, curbs, drainage, guide rail, pavement markings, traffic control devices, landscaping and roadside vegetation,
 - b. beginning 10 years after substantial completion of construction, the wearing surface on the Bridge and its approaches within approved project limits,
 - c. historic bridge enhancements,
 - d. municipal utilities and lighting,
 - e. removal and disposal of litter and rubbish,
 - f. removal and disposal of snow and ice,
 - g. removal of graffiti, and
 - h. repair of non-structural vandalism.

8. The division of responsibility enumerated in paragraphs 5 through 7 inclusive shall remain in effect during construction and for the existence of the replacement Bridge.

9. To the extent permitted by law, the parties agree to defend, indemnify, and hold harmless one another, their elected officials, public officers, employees, and agents from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs) which either may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, other damages, or contamination of or adverse effects on the environment, caused by the acts or omissions of either party or its employees, agents, or subcontractors, with respect to bridge project activities.

10. The Town shall be named as an additional insured on all insurance policies related to the Bridge that is required by the construction documents and on which the County is named as an additional insured.

This Agreement is entered into as of the day and year first written above, by

COUNTY

TOWN

(signature)

(signature)

(title)

Supervisor

(title)

(date)

(date)