

Agreement
Between
the County of Tompkins and the Town of Dryden
Regarding the Financing and Reconstruction of the Freese Road
and South George Road Bridges

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," regarding the financing, reconstruction, and continued maintenance of the **Freese Road bridge over Fall Creek (NYS BIN 3209800)** and the **South George Road bridge over Virgil Creek (NYS BIN 3209830)** in the Town of Dryden, hereinafter referred to as the "Bridges".

WHEREAS, in response to deterioration of the Bridges, the Town has applied for and been awarded funding to reconstruct the Bridges through the BRIDGE NY program, (the Project), which is administered by the New York State Department of Transportation (NYSDOT) and provides 95% funding for bridge projects, and

WHEREAS, the Town has executed agreements with the NYSDOT in connection with the advancement of the Project which call for the Town's first-instance funding of Project costs and subsequent reimbursement of eligible project costs with federal funds up to \$2,683,275 for Freese Road bridge and up to \$962,588 for South George Road, and

WHEREAS, this Project will be advanced in accordance with Federal and State design, right-of-way acquisition, and construction standards, including safety, structural and hydraulic capacity, environmental, historic/cultural, multi-modal accommodation, and public participation, as well as construction quality assurance, and

WHEREAS, the County and the Town cooperatively maintain the Bridges under provisions of New York State Highway Law §234(10) 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, Freese Road and South George Road, including the approaches to the Bridges, are Town roads and enhancements to the Bridges include, among other things, water line improvements at Freese Road, which are the maintenance responsibility of the Town, and

WHEREAS, the Town is designing the Project and has scheduled construction for 2018-19.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Town will, among other things, administer the Project; oversee design and preparation of plans, specifications, construction estimates and bidding documents; acquire right-of-way, if needed; bid and contract for construction; and provide construction inspection and supervision services. The Town will keep the County informed of Project progress and cost estimates through their respective representatives designated herein. The County and the Town will approve specifications, plans, and estimates for the Project prior to advertisement for construction bids.

2. The Project scope will include construction of bridges carrying two standard width travel lanes and shoulders and adequate to carry legal loading, with standard bridge railing and roadside guide railing on each side. Structure design life shall equal or exceed 70 years.
3. The Town will initially pay the total Project costs. The estimated total Project costs are \$2,824,500 for the Freese Road bridge and \$1,013,250 for the South George Road bridge, which include design, right-of-way, construction, construction inspection, and administrative components. They also include expenses for replacement of a water line suspended from the Freese Road bridge. The County agrees to pay the Town up to \$191,887, or 5% of the combined total Project cost. The Town shall separately itemize and support these costs by written documentation following completion of construction. The County shall make payments to the Town within 45 days of receipt of itemized billings and supporting documentation.
4. In the event that actual costs exceed the estimates at the award of bids, the parties to this agreement shall not be obligated to proceed unless such additional costs are ratified by all parties.
5. The Town will be 100% responsible for all finance costs incurred to enable the Project to proceed. Finance costs shall not be eligible for reimbursement by the County.
6. During the period of Project design and construction, the Bridges shall remain under the control of the County and maintenance and repair of the Bridges shall be the responsibility of the County, other than those elements enumerated in paragraph 9 (below) as responsibilities of the Town.
7. Completion of the Project will be in accordance with the following proposed schedule:

Design Approval by Federal Highway Administration.....	May 2018
Property Acquired for Right of Way.....	December 2018
Construction Contract Documents Approved	January 2019
Bid and Award Project	March 2019
Complete Project Construction.....	December 2019
8. The County shall be responsible for maintenance, refinishing, replacement, or repair of the following elements of the Bridges:
 - a. abutments for vehicle and pedestrian bridges, including erosion and scour protection,
 - b. wing walls up to 15 feet outside bridge fascias, 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 40 feet upstream and downstream of the structure.
9. The Town shall be responsible for routine maintenance, refinishing, replacement, or repair of the following:
 - a. approaches, including roadway, shoulders, drainage, curbs, guide rail, pavement markings, traffic control devices, historic markers, sidewalks, landscaping, and roadside vegetation,

- b. monolithic concrete or other bridge deck wearing surface,
 - c. decorative, historic trusses, including supporting members,
 - d. bridge sidewalk, including supporting members, deck, railings, and approaches,
 - e. lighting, public utilities, and associated supports, constructed, owned, or operated by the Town,
 - f. removal and disposal of litter and rubbish,
 - g. removal and disposal of snow and ice,
 - h. removal of graffiti, and
 - i. repair of non-structural vandalism.
10. The division of responsibility enumerated in paragraphs 8 and 9 shall remain in effect during construction and for the existence of the Bridges.
11. 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 Project activities.
12. The County shall be named as an additional insured on all insurance policies related to the Project that are required by the construction documents and on which the Town is named as an additional insured.
13. The County’s Project representative shall be: _____
14. The Town’s Project representative shall be: _____

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

COUNTY

TOWN

(signature)

(signature)

County Administrator
(title)

Supervisor
(title)

(date)

(date)