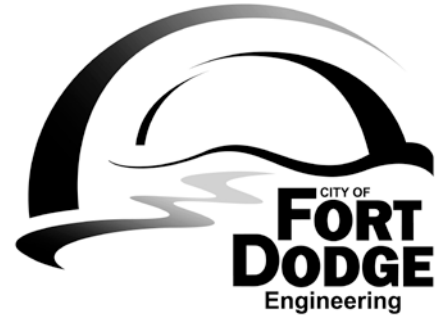


September 3, 2014

To: Mayor Bemrich and City Council
From: David Fierke, City Manager
Subject: 210th St. (15th Ave. S.) Bridge
Joint Public Services Agreement Between
City of Fort Dodge and Webster County



ACTION: For Vote Monday, September 8, 2014

Brief History

Every 2 years bridges are inspected in Webster County and Fort Dodge. The bridge located on 210th St. (15th Ave. S.) is owned by Webster County. This bridge is located approximately 3/8 of a mile east of the corporate limits of the City on 15th Ave. S. The bridge is a structurally deficient and functionally obsolete.

The Webster County Engineer, Randy Will, has indicated that they plan to complete the design (through the utilization of a consultant) and acquisition requirements for a replacement structure. Construction is slated for 2016. The City desires to add a sidewalk / trail to the north or south side of the replacement structure. The sidewalk / trail would be utilized when a future trail is extended from the Humane Society on S. 32nd St. to Olesen Park on 15th Ave. S.

Randy Will has estimated that the total cost of the project is \$580,000. According to the agreement, the City would pay the County for the cost of the design work, \$44,270 and an amount to be determined by the actual construction costs, which is estimated at \$55,730. Therefore, the total cost to the City is estimated at \$100,000.

Analysis of Issue

Now is the time to approve a Joint Public Service Agreement between the City of Fort Dodge and Webster County. This agreement provides for the division of fees for engineering and construction costs associated with the bridge replacement on 210th St. Under this agreement, the City will reimburse the County for design and construction fees as set out in the agreement. County staff will be responsible for oversight and administration of the project.

Budget Impact

This work will be paid from the Vision Iowa Trail funds and / or Local Option Sales Tax (LOST) funds.

Strategic Plan Impact

Policy D.4.2 Advanced planning for all infrastructure facilities shall be supported and routinely updated. Facilities benefited by advanced planning shall include, at minimum, schools, health care, residential areas, roads, water sewer, storm water management, parks, recreation, and greenways.

Impact on Existing Plans

N/A

Subcommittee or Commission Review / Recommendation

N/A

Staff Conclusions / Recommendations

The Engineering Department recommends approval of the Joint Public Services Agreement with Webster County.

Alternatives

No practical alternatives.

Implementation and Accountability

The Engineering Department will work the County Engineering staff to complete the project.

Signed

Approved

Chad W. Schaeffer, P.E.
City Engineer

David Fierke
City Manager

PREPARED BY: RANDALL J. WILL, WEBSTER COUNTY ENGINEER, 703 CENTRAL AVENUE, FORT DODGE, IOWA 50501
RETURN TO: RANDALL J. WILL, WEBSTER COUNTY ENGINEER, 703 CENTRAL AVENUE, FORT DODGE, IOWA 50501

JOINT PUBLIC SERVICE AGREEMENT PROVIDING FOR THE DIVISION OF FEES FOR ENGINEERING AND CONSTRUCTION COSTS FOR BRIDGE REPLACEMENT PROJECT FM-CO94(983370)--55-94 ON 210TH STREET/EXTENSION OF 15TH AVENUE SOUTH, BETWEEN SECTIONS 28 AND 33, T-89N, R-28W, COOPER TOWNSHIP, WEBSTER COUNTY, IOWA

WHEREAS, a structurally deficient and functionally obsolete bridge, FHWA #343280, on 210th Street currently provides access over and across the open ditch of Gypsum Creek, and

WHEREAS, said bridge is located on extension of 15th Avenue South near the south city limits of Fort Dodge, Iowa, between Sections 28 and 33, T-89N, R-28W, Cooper Township, Webster County, Iowa, and

WHEREAS, Webster County, Iowa desires to complete the design and acquisition requirements for a replacement structure, and

WHEREAS, the City of Fort Dodge, Iowa desires to add a sidewalk/trail on the north or south side of replacement structure for future use, and

WHEREAS, the entire project is estimated to cost \$580,000 and project completion is anticipated in 2016;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. Webster County or approved qualified consultants shall provide for the design survey, subsurface investigations, design engineering, acquisition plats, contractual administration, resident engineering, and construction inspection, which shall be administered by the Webster County Engineer or his authorized representatives. The Webster County Engineer shall determine when, in his judgment, performance is complete and shall thereafter recommend that the project be finally accepted.

2. The City of Fort Dodge's share of the proposed project costs will be for the design services in the amount of \$44,270.00 as listed in Supplemental Agreement from Calhoun-Burns and Associates dated July 30, 2014 and for actual construction costs of adding the sidewalk/trail, which is estimated at \$55,730.00
3. Webster County's share of the proposed project costs will be for all remaining non-reimbursed expenses for Construction, Engineering, Inspection, and Right-of-Way.
4. Project costs, including the City of Fort Dodge's portion of the project costs, shall be paid up-front from Webster County's Secondary Road Fund and/or Farm-to-Market Fund. Upon proper documentation, the City of Fort Dodge will promptly reimburse Webster County for its share of the projects costs.
5. The City of Fort Dodge, Iowa shall indemnify and save harmless Webster County, Iowa from all claims and liability due to negligence of members, agents or employees of only the City of Fort Dodge, Iowa. Webster County, Iowa shall indemnify and save harmless the City of Fort Dodge, Iowa from all claims and liability due to negligence of members, agents or employees of only Webster County, Iowa.
6. All services provided under this 28E Agreement shall be performed in a good and workmanlike manner with appropriate standards of the Iowa Department of Transportation for the design and construction of public improvements and shall comply with all statues, codes, ordinances, rules, and regulations applicable thereto.
7. Future maintenance costs shall continue as set forth in the terms of the Agreement for Cooperative Public Service executed by the City of Fort Dodge, Iowa on November 14, 2011 and executed by Webster County, Iowa on December 6, 2011.

EXECUTION OF AGREEMENT

The parties hereunto shall approve this 28E Agreement by resolution of their respective Board or Council, which shall authorize the execution of this agreement. It shall then be filed in the Office of the Iowa Secretary of State and the Office of the County Recorder of Webster County, Iowa, in accordance with Chapter 28E, current Code of Iowa. This agreement shall become effective when recorded with the County Recorder. This agreement shall not relieve either party of any obligation or liability imposed upon it by law except to the extent that the actual and timely performance during the term of the contract may be offered in satisfaction of the obligation or responsibility.

The construction portion of this agreement will terminate upon completion of the project as determined by the Webster County Engineer or his designated agent.

The maintenance portion of this agreement shall continue as set forth in the terms of the Agreement for Cooperative Public Service executed by the City of Fort Dodge, Iowa on November 14, 2011 and executed by Webster County, Iowa on December 6, 2011.

No new entity or organization is created by this agreement.

The Webster County Engineer or his designated agent shall administer this agreement.

This is the entire agreement between the parties, and it may be amended only in writing, and may only be modified or terminated by the mutual agreement of the parties. The laws of the State of Iowa shall apply to this agreement.

All parties to this agreement shall cooperate with each other to the fullest extent possible in order to facilitate and carryout the provisions of this agreement.

DATED THIS _____ DAY OF _____, 2014

CITY OF FORT DODGE, IOWA

ATTEST:

BY: _____
Matt Bemrich, Mayor

Jeff Nemmers, City Clerk

DATED THIS _____ DAY OF _____, 2014

WEBSTER COUNTY, IOWA

ATTEST:

BY: _____
Clark Fletcher, Chairman
Webster County Board of Supervisors

Carol Messerly, Webster County Auditor

STATE OF IOWA, WEBSTER COUNTY, ss:

On this ____ day of _____, 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Matt Bemrich and Jeff Nemmers to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of Fort Dodge, Iowa, respectively, of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its City Council; and that the said Mayor and City Clerk as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for said State of Iowa

STATE OF IOWA, WEBSTER COUNTY, ss:

On this ____ day of _____, 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Clark Fletcher and Carol Messerly to me personally known, who being by me duly sworn, did say that they are the Chairman of the Webster County Board of Supervisors and the Webster County Auditor, respectively, of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Supervisors; and that the said Chairman and County Auditor as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for said State of Iowa



July 30, 2014

Randall J. Will, P.E. & L.S.
Webster County Engineer
703 Central Avenue, Suite 3
Fort Dodge, IA 50501

**RE: SUPPLEMENTAL AGREEMENT FOR FINAL DESIGN SERVICES
COUNTY BRIDGE NO. G-33-4 (FHWA No. 343280)
SECTION 33, T-89N, R-28W
WEBSTER COUNTY
CB&A No. 2007133**

Dear Mr. Will:

This Supplemental Agreement is submitted in accordance with our current Consulting Engineering Contract dated February 20, 2007, and your request for final design services for bridge number G-33-4 located in Section 33 of Cooper Township over Gypsum Creek.

As noted in our previous correspondence, we expect a new Pretensioned Prestressed Concrete Beam (PPCB) Bridge will be the most economical and appropriate replacement at this site. We will add a sidewalk / trail on the south side of the bridge for future use. In addition, gabion baskets will be designed to transition the existing retaining walls beneath the upstream bridge to the highway bridge. Minimal roadway grading will be required to properly connect the new structure to the existing grade line. The new bridge and minimal approach "hook-up" is expected to cost about \$580,000 to construct.

We propose to perform the final design work for the following fees:

V.B. ROAD PLANS

FINAL DESIGN AND DETAILING:	LUMP SUM = \$ 2,960.00
WING / CHANNEL ARMORING DESIGN AND DETAILING:	LUMP SUM = \$ 1,870.00

V.C. BRIDGE PLANS

PRELIMINARY PLAN UPDATE / SUBMITTALS:	LUMP SUM = \$ 2,920.00
FINAL SUPERSTRUCTURE DESIGN:	LUMP SUM = \$ 7,890.00
FINAL SUPERSTRUCTURE DETAILING:	LUMP SUM = \$ 7,780.00
FINAL SUBSTRUCTURE DESIGN:	LUMP SUM = \$ 5,350.00
FINAL SUBSTRUCTURE DETAILING:	LUMP SUM = \$ 4,900.00

Randall J. Will, P.E., P.L.S.
July 30, 2014
Page 2

FINAL COORDINATION, ADMINISTRATION
AND SUBMITTALS:

AT HOURLY RATES
(ESTIMATED AT \$2,600.00)

GENERAL SERVICES DURING CONSTRUCTION: LUMP SUM = \$ 1,650.00
(WAVE EQUATIONS / HAUNCH CALCULATIONS/
SHOP DRAWING REVIEW)

V.F. SUBSURFACE INVESTIGATIONS – ALLENDER BUTZKE ENGINEERS

BORINGS, SLOPE STABILITY ANALYSIS AND
GEOTECHNICAL DESIGN:

LUMP SUM = \$ 6,350.00

All provisions of the original contract remain in effect except as modified by this supplemental agreement.

Please review this submittal and, if it is acceptable, obtain the required County signatures and return one executed copy to me. Then send four executed copies and a copy of the original contract to Gregg Durbin, P.E., District 1 Local Systems Engineer in Ames for approval of payment from your Farm-to-Market road fund. We are ready to complete the work and will do another good job for you and Webster County.

Sincerely,



MILTON C. CLEMENSON, P.E.
VICE PRESIDENT

APPROVED FOR WEBSTER COUNTY:

BOARD OF SUPERVISORS – CHAIR

IOWA DEPARTMENT OF TRANSPORTATION
ACCEPTED FOR PAYMENT (FM FUNDS):

ATTESTED BY:

GREGG DURBIN, P.E.
DISTRICT 1 LOCAL SYSTEMS ENGINEER

RANDALL J. WILL, P.E., P.L.S.
WEBSTER COUNTY ENGINEER

DATE: _____

DATE: _____