



City of Wells

125 South Broadway Wells, MN 56097 Phone: 507-553-6371 Fax: 507-553-5126
cityhall@cityofwells.net



Ron Gaines, Mayor
Robin Leslie, City Administrator
www.cityofwells.net

Council Members:
David Braun • Steve Burns
Whitney Harig • John P. Herman

Council Member Braun introduced the following resolution and moved for its adoption.

RESOLUTION NO. 2015-25

RESOLUTION APPROVING JOINT POWERS AGREEMENT FOR THE DESIGN OF THE WELLS SAFE ROUTES TO SCHOOL (SRTS) PROJECT

WHEREAS, the City of Wells was awarded a SRTS grant on August 19, 2014; and

WHEREAS, the City is required to have a Joint Powers Agreement for the Design of said project between the City, the County, as the sponsoring agency, and the Consulting Engineer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WELLS said Agreement for Design of the SRTS Project is approved on November 16, 2015.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member Burns and upon vote being taken thereon, the following voted in favor:

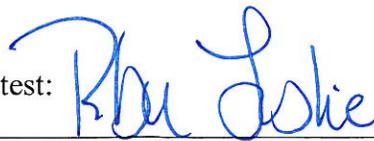
Braun, Burns, Harig, Herman

And the following voted against the same:

None.

Whereupon the said resolution was declared duly passed and adopted by the City Council of the City of Wells, on November 16, 2015.

By: 
Ronald Gaines, Mayor

Attest: 
Robin Leslie, City Administrator

SEAL

**JOINT POWERS AGREEMENT
FOR THE DESIGN OF
THE WELLS SAFE ROUTES TO SCHOOL (SRTS) PROJECT
PROJECT NO. S.P. 022-591-001**

THIS AGREEMENT is made and entered into this 19th day of August, 2014 by and between the County of Faribault, a political subdivision of the State of Minnesota, 415 North Main, Blue Earth, Minnesota 56013, hereinafter referred to as "County", the City of Wells, 125 South Broadway, Wells, MN 56097, hereinafter referred to as the "City", and Bolton & Menk, Inc, 219 North Main St., Fairmont, MN 56031, hereinafter referred to as "Consultant".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to construct the Wells SRTS Project as soon as possible; and,

WHEREAS, said parties mutually agree that the installation of new sidewalks and pedestrian ramps will improve safety and encourage students to walk or bicycle to school; and,

WHEREAS, the City is not a state aid city and the County has agreed to act as the sponsoring agency; and,

WHEREAS, the County has received federal funds through the Safe Routes to School Program; and,

WHEREAS, the City has a Master Agreement with the Consultant to provide engineering services; and,

WHEREAS, the parties agree that it is in their best interest that the cost of said project be shared; and,

WHEREAS, Minnesota Statute 471.59 authorizes political subdivisions of the State to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together to prepare a preliminary and final design of the Wells SRTS Project. The County project number for the construction is S.P. 022-591-001. Said engineering plans and specifications, when completed, will be filed in the

office of the Faribault County Highway Department and incorporated herein by reference.

II. METHOD

The City shall provide the project plans and specifications, hereinafter referred to as the Preliminary Engineering. The Consultant shall perform the various professional engineering services to provide detailed plans and specifications, sufficient to bid the project. The County shall cause the construction of Project No. S.P. 022-591-001 in conformance with said plans and specifications. The County shall do the calling for all bids and the acceptance of all bid proposals based on recommendations by the City.

The beginning date of Preliminary Engineering is 8/19/2014 as documented by Exhibit A (FHWA Report FMISD05A). The ending date of Preliminary Engineering will be the date that the construction contract is awarded to the Contractor.

III. COSTS

A. The contract cost of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs, and equipment rental required to do the work shall constitute the actual "Preliminary Engineering costs" and shall be so referred to herein. "Estimated total preliminary engineering costs" are good faith projections of costs which will be incurred for the project.

B. The estimated cost of the Preliminary Engineering is \$27,570.00. Participation in the project cost is as follows:

1. The City agrees to contribute all costs for the Preliminary Engineering including cost overruns. The estimated cost of the Preliminary Engineering is \$27,570.00 as shown on Exhibit B (PIF dated 8/13/2014) and Exhibit C (Engineering Cost Breakdown).

2. The County agrees to review the Final Design and Project Specifications. This service will be provided at no cost to the City.

C. The Consultant agrees to provide invoices to the City based on Exhibit D (2014 Fee Schedule). Travel expenses shall be based on the current MnDOT Travel Reimbursement rates (<http://www.dot.state.mn.us/consult/updates.html>).

D. The Consultant further agrees that justification will be provided for overruns on Preliminary Engineering costs.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County, City or Consultant pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformance to the State laws.

VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and disbursements shall be made upon request by any of the parties.

VIII. TERMINATION

This Agreement may be terminated by any of the parties at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other parties. If notice is delivered by mail, it shall be deemed to be received two (2) days after mailing. Such termination shall not be effective with respect to any solicitation of bids or any purchases of services or goods which occurred prior to such notice of termination. The City shall pay its pro rata share of costs which the County incurred prior to such notice of termination.

IX. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Auditor/Treasurer/Coordinator of Faribault County, 415 North Main, Blue Earth, Minnesota 56013, on behalf of the County, the City Administrator of Wells, 125 South Broadway, Wells, MN 56097, on behalf of the City, and the City Engineer, 219 North Main St., Fairmont, MN 56031, on behalf of the Consultant.

X. INDEMNIFICATION

The City, County and the Consultant 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.

XI. ENTIRE AGREEMENT REQUIREMENT OF A WRITING

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 thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. 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 FARIBAULT

CITY OF WELLS

By: _____
William Groskreutz Chairman
Faribault County Board of Commissioners

By:  _____
Ron Gaines
City of Wells Mayor

Dated: _____

Dated: 11-16-15

BOLTON & MENK, INC.

By: _____

Name:
Title:

Dated: _____

ATTEST:

By: _____
John Thompson
Faribault County Administrator

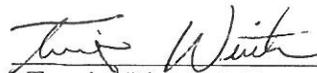
By:  _____
Robin Leslie
City of Wells City Administrator

Dated: _____

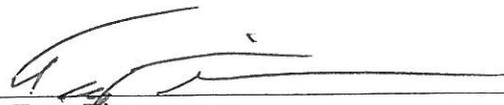
Dated: 11/16/15

RECOMMENDED FOR APPROVAL:

By:  _____
Mark A. Daly, P.E.
Faribault County Engineer

By:  _____
Travis Winter, P.E.
City of Wells Engineer

APPROVED AS TO FORM AND EXECUTION:

By:  _____
Troy Timmerman
Faribault County Attorney

By: _____
Name:
Title:

Run Date: 08/27/2014
Run Time: 11:30:57

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID PROJECT AGREEMENT**

Report: FMISD05A
Page 1

STATE: MINNESOTA

PROJECT NO: 2215(064)

STATE PROJ. NO: 022-591-001

THE STATE, THROUGH ITS HIGHWAY AGENCY, HAVING COMPLIED, OR HEREBY AGREEING TO COMPLY, WITH THE APPLICABLE TERMS AND CONDITIONS SET FORTH IN (1) TITLE 23, U.S. CODE, HIGHWAYS, (2) THE REGULATIONS ISSUED PURSUANT THERETO AND (3) THE POLICIES AND PROCEDURES PROMULGATED BY THE FEDERAL HIGHWAY ADMINISTRATION RELATIVE TO THE ABOVE DESIGNATED PROJECT, AND THE FEDERAL HIGHWAY ADMINISTRATION HAVING AUTHORIZED CERTAIN WORK TO PROCEED AS EVIDENCED BY THE DATE ENTERED OPPOSITE THE SPECIFIC ITEM OF WORK, FEDERAL FUNDS ARE OBLIGATED FOR THE PROJECT NOT TO EXCEED THE AMOUNT SHOWN HEREIN, THE BALANCE OF THE ESTIMATED TOTAL COST BEING AN OBLIGATION OF THE STATE. SUCH OBLIGATION OF FEDERAL FUNDS EXTENDS ONLY TO PROJECT COSTS INCURRED BY THE STATE AFTER THE FEDERAL HIGHWAY ADMINISTRATION AUTHORIZATION TO PROCEED WITH THE PROJECT INVOLVING SUCH COSTS. (Nu

PROJECT DESCRIPTION: SRTS (INFRA): IN WELLS, CONST OF SIDEWALKS IN VICINITY OF UNITED SOUTH CENTRAL SCHOOL, PE & CE ARE SOFT MATCH FOR CONSTRUCTION

DUNS #: 95-727-1604

CLASSIFICATION OF PHASE OF WORK TO BE PUT UNDER AGREEMENT	EFFECTIVE DATE OF AUTHORIZATION
HIGHWAY PLANNING & RESEARCH	
PRELIMINARY ENGINEERING	08/19/2014
RIGHT-OF-WAY	
CONSTRUCTION	08/19/2014
MCSAP	
OTHER	

PROGRAM CODE	URBAN/ WITH	TOTAL COST	FEDERAL SHARE	FEDERAL FUNDS UNDER AGREEMENT	ADVANCED CONST. FUNDS
M303		\$327,608.00			\$262,053.00
TOTAL		\$327,608.00		\$0.00	

ESTIMATED TOTAL COST: \$327,608.00
TOTAL AUTHORIZED FOR PROJECT: \$0.00

DEPARTMENT OF TRANSPORTATION

AVAILABLE FUNDS CERTIFIED BY:	SUSAN K. THOMPSON	DATE:	08/15/2014
APPROVED AND AUTHORIZED BY:	SUSAN K. THOMPSON	DATE:	08/15/2014
AGRMT/MODIFY REQUESTED BY:	SUSAN K. THOMPSON	DATE:	08/15/2014

FEDERAL HIGHWAY ADMINISTRATION

PROJECT INFORMATION REVIEWED BY:	WILLIAM R. LOHR	DATE:	08/19/2014
APPROVAL RECOMMENDED BY:	WILLIAM R. LOHR	DATE:	08/19/2014
APPROVED AND AUTHORIZED BY:	SHERI T. KOCH	DATE:	08/19/2014

STATE REMARKS: DCP PROJ - ATP 07 - PE (\$27,570) & CE (\$37,985) = SOFT MATCH FOR CONST - This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

DIVISION REMARKS:

EXHIBIT B



STATE AID FOR LOCAL TRANSPORTATION
Public Interest Statement for Design Work by Local Agencies

Feb 2008
Page 1 of 1

Less than \$50,000 of design work

S.P. 022-591-001

Minnesota Project No. _____ or type of federal funding TAP

Brief Description of Project to be designed: Sidewalks in Wells to provide pedestrian access to new school and a Rectangular Rapid Flashing Beacon to cross TH 22.

Estimated Cost of Design Work: \$ 27,570

Type of work to be completed: Preliminary Engineering

I certify that this work can be completed more economically by the forces listed above than it could be if it were let for bids by a private consultant. I certify that this agency is properly staffed and equipped to perform the work. I understand that the FHWA expects that expenditure of these funds will result in a completed design for the proposed project. Any design costs will be subject to the terms of the agreement written and executed for this project following authorization by the FHWA.

[Signature]
Local Agency Engineer 8-12-14
Date

I concur:
[Signature]
District State Aid Engineer 8/13/2014
Date

Approved:
[Signature]
State Aid Engineer 8/13/2014
Date

Form should be submitted with project memo and forwarded to FHWA with authorization request for Preliminary Engineering work.

EXHIBIT C

**2015 SRTS IMPROVEMENTS PROJECT
CITY OF WELLS, MINNESOTA
BMI PROJECT NO.**

7/15/2014

ENGINEERING COST BREAK DOWN

Preliminary Engineering						
Task	Description	Personnel	Rate	Hours	Cost	Total
1.0	Project Administration					
	1.1	Project Manager	\$130.00	2.0	\$260.00	
	1.2	Transportation Engineer / Planner	\$115.00	10.0	\$1,150.00	
	1.3	Engineering Technician	\$95.00	5.0	\$475.00	
	1.4	Administrative Staff	\$65.00	5.0	\$325.00	
						\$2,210.00
2.0	Preliminary Design					
	2.1	Project Manager	\$130.00	2.0	\$260.00	
	2.2	Transportation Engineer / Planner	\$115.00	5.0	\$575.00	
	2.3	Engineering Technician	\$95.00	10.0	\$950.00	
	2.4	Administrative Staff	\$65.00	4.0	\$260.00	
						\$2,045.00
3.0	Topographic Survey					
	3.1	Professional Land Surveyor	\$120.00	10.0	\$1,200.00	
	3.2	Project Land Surveyor	\$100.00	40.0	\$4,000.00	
	3.3	Survey Technician	\$95.00	40.0	\$3,800.00	
	3.4	Administrative Staff	\$65.00	5.0	\$325.00	
						\$9,325.00
4.0	Public Involvement					
	4.1	Project Manager	\$130.00	8.0	\$1,040.00	
	4.2	Transportation Engineer / Planner	\$115.00	8.0	\$920.00	
	4.3	Engineering Technician	\$95.00	5.0	\$475.00	
	4.4	Administrative Staff	\$65.00	2.0	\$130.00	
						\$2,565.00
5.0	Final Design					
	5.1	Project Manager	\$130.00	15.0	\$1,950.00	
	5.2	Transportation Engineer / Planner	\$115.00	30.0	\$3,450.00	
	5.3	Engineering Technician	\$95.00	60.0	\$5,700.00	
	5.4	Administrative Staff	\$65.00	5.0	\$325.00	
						\$11,425.00
						\$27,570.00



2014 Fee Schedule

The following Fee Schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the Professional and the Client that fees be commensurate with the service rendered.

Employee Classification	Hourly Billing Rates
Sr. Principal Engineer/Surveyor	\$140-198/Hour
Sr. Project Manager - Principal Engineer/Surveyor	\$118-166
Senior Transportation/Aviation Planner	\$120-170
Project Manager (Inc. Landscape Architect)	\$100-150
Project/Design Engineer/Planner/Landscape Architect	\$64-144
Licensed Surveyor	\$76-140
Project Surveyor	\$60-110
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-130
Senior Technician (Inc. Survey ¹)	\$70-145
Technician (Inc. Survey ¹)	\$54-98
Administrative Support & Clerical	\$35-84
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for Principals and members of the staff vary according to skill and experience. The Fee Schedule shall apply for projects for the period through December 31, 2014. These rates may be adjusted annually thereafter to account for changed labor costs, inflation or changed overhead conditions.

These rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance and other items of this general nature, will be invoiced separately. Rates and charges do not include sales tax, if applicable.

When it is possible to accurately define the scope of the project and the professional services to be performed, a lump sum may be agreed upon for total compensation.