



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. 2015-26

RESOLUTION APPROVING JOINT POWERS AGREEMENT FOR THE CONSTRUCTION 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 Construction 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 Joint Powers Agreement for Construction 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 Herman 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: [Signature]
Ronald Gaines, Mayor

Attest: [Signature]
Robin Leslie, City Administrator

SEAL

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

THIS AGREEMENT is made and entered into this 10th day of November, 2015 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 construction 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 prepared plans and specifications for Project No. S.P. 022-591-001 which plans and specifications are dated 8/24/2015, and which are on file in the office of the County Engineer; 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 for the purpose of constructing the sidewalk, pedestrian ramps and pedestrian crosswalk flasher system on various city streets as described in the plans and specifications numbered S.P. 022-591-001 on file in the office of the Faribault County Highway Department and incorporated herein by reference.

II. METHOD

The City shall provide construction engineering services. The Consultant shall perform the various professional engineering services to provide Construction Engineering in accordance with the Delegated Contract Process. 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.

III. COSTS

The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the actual "construction costs" and shall be so referred to herein. "Estimated costs" are good faith projections of the costs, which will be incurred for this project. Actual costs may vary and those will be the costs for which the relevant parties will be responsible.

The estimated construction cost of the total project is \$379,161.00. Federal funds available for the Project are capped at \$379,161.00. Eligible costs are the costs of items that can participate in federal funding as shown on Exhibit A. Participation in the construction cost is as follows:

1. The City shall provide Construction Engineering for all work on the project. The estimated City cost of these items is \$56,874.15.
2. The City shall pay one hundred percent (100%) of the construction costs including all contract changes. The estimated City cost of these items is \$379,161.00.
3. The Consultant agrees to provide invoices to the City based on Exhibit B (2015 Fee Schedule). Travel expenses shall be based on the current MnDOT Travel Reimbursement rates (<http://www.dot.state.mn.us/consult/updates.html>).
4. The Consultant further agrees that justification will be provided for overruns on Construction Engineering costs.
6. The total estimated cost to the City for the project is summarized below:

1	Construction Engineering	\$56,874.15
2	Construction Costs	\$379,161.00
	Estimated Federal Funds available to the City	\$379,161.00
	Total Cost less Federal Funds	<u>\$56,874.15</u>

The total estimated Construction Costs to the City (less Federal Funds) for the project is \$56,874.15.

The City shall pay 100% of the Construction Engineering costs directly to Bolton & Menk, the City's consulting engineering firm. These estimated costs are \$56,874.15. Upon award of the contract, the City shall pay to the County, upon written demand by the County, ninety five percent (95%) of its Total Construction Costs less Federal Funds estimated at \$0.00. The City's share of the cost of the project shall include only construction and not include administrative expenses incurred by the County.

Upon final completion of the project, the City's share of the construction cost will be based upon actual construction costs. If necessary, adjustments to the initial ninety five percent (95%) charged will be made in the form of credit or additional charges to the City's share. Also, the remaining five percent (5%) of the City's portion of the construction costs shall be paid.

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. MAINTENANCE

1. Maintenance of the completed watermain, and storm sewer shall be the sole obligation of the City.
2. Maintenance of all trails and sidewalks, including snow plowing, shall be the sole responsibility of the City.
3. Maintenance of the completed Pedestrian Crosswalk Flasher System and equipment shall be the sole obligation of the City.

X. 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.

XI. 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.

XII. ENTIRE AGREEMENT REQUIREMENT OF A WRITING

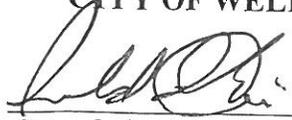
It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to 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: _____

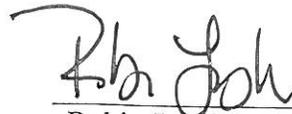
Name:

Title:

Dated: _____

ATTEST:

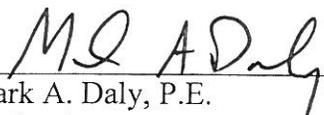
By: _____
John Thompson
Faribault County Administrator

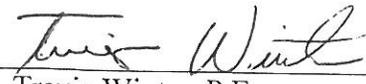
By: 
Robin Leslie
City of Wells City Administrator

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:

Faribault County Public Works
 SP 022-591-001
 Exhibit A

11/10/2015

Item No.	Description	Units	Quantity	Unit Price	Total Price	Faribault County		Federal Participating	
						Qty	Amount	Qty	Amount
								City of Wells	
2021.501	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00		\$0.00	1	\$15,000.00
2101.502	CLEARING	TREE	20	\$500.00	\$10,000.00		\$0.00	20	\$10,000.00
2101.507	GRUBBING	TREE	20	\$250.00	\$5,000.00		\$0.00	20	\$5,000.00
2102.502	PAVEMENT MARKING REMOVAL	LF	170	\$3.00	\$510.00		\$0.00	170	\$510.00
2104.501	REMOVE CURB & GUTTER	LF	790	\$5.00	\$3,950.00		\$0.00	790	\$3,950.00
2104.503	REMOVE CONCRETE WALK	SF	12,556	\$1.00	\$12,556.00		\$0.00	12,556	\$12,556.00
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SF	403	\$10.00	\$4,030.00		\$0.00	403	\$4,030.00
2104.509	REMOVE CATCH BASIN	EACH	3	\$300.00	\$900.00		\$0.00	3	\$900.00
2104.509	REMOVE CASTING	EACH	14	\$150.00	\$2,100.00		\$0.00	14	\$2,100.00
2104.521	SALVAGE FENCE	LF	210	\$15.00	\$3,150.00		\$0.00	210	\$3,150.00
2104.523	SALVAGE CASTING	EACH	1	\$150.00	\$150.00		\$0.00	1	\$150.00
2104.523	SALVAGE SIGN TYPE C	EACH	3	\$150.00	\$450.00		\$0.00	3	\$450.00
2104.523	SALVAGE SIGN TYPE SPECIAL	EACH	1	\$200.00	\$200.00		\$0.00	1	\$200.00
2104.603	REMOVE & REPLACE BITUMINOUS PAVEMENT	LF	983	\$18.00	\$17,694.00		\$0.00	983	\$17,694.00
2105.501	COMMON EXCAVATION (EV) (P)	CY	640	\$25.00	\$16,000.00		\$0.00	640	\$16,000.00
2211.503	AGGREGATE BASE (CV) CLASS 5	CY	368	\$25.00	\$9,200.00		\$0.00	368	\$9,200.00
2504.502	CURB BOX	EACH	9	\$150.00	\$1,350.00		\$0.00	9	\$1,350.00
2506.501	CONST DRAINAGE STRUCTURE DESIGN G	LF	12	\$550.00	\$6,600.00		\$0.00	12	\$6,600.00
2506.516	CASTING ASSEMBLY	EACH	17	\$750.00	\$12,750.00		\$0.00	17	\$12,750.00
2506.521	INSTALL CASTING	EACH	1	\$300.00	\$300.00		\$0.00	1	\$300.00
2521.501	4" CONCRETE WALK	SF	21,144	\$4.50	\$95,148.00		\$0.00	21,144	\$95,148.00
2521.618	CONCRETE WALK	SF	3,723	\$9.00	\$33,507.00		\$0.00	3,723	\$33,507.00
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SF	485	\$65.00	\$31,525.00		\$0.00	485	\$31,525.00
2531.603	CONCRETE CURB & GUTTER	LF	921	\$32.00	\$29,472.00		\$0.00	921	\$29,472.00
2531.618	TRUNCATED DOMES	SF	392	\$35.00	\$13,720.00		\$0.00	392	\$13,720.00
2563.601	TRAFFIC CONTROL	LS	1	\$8,000.00	\$8,000.00		\$0.00	1	\$8,000.00
2563.601	TEMPORARY PEDESTRIAN ACCESS CONTROL	LS	1	\$5,000.00	\$5,000.00		\$0.00	1	\$5,000.00
2564.537	INSTALL SIGN TYPE C	EACH	3	\$150.00	\$450.00		\$0.00	3	\$450.00
2564.537	INSTALL SIGN TYPE SPECIAL	EACH	1	\$400.00	\$400.00		\$0.00	1	\$400.00
2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYS	1	\$17,100.00	\$17,100.00		\$0.00	1	\$17,100.00
2573.530	STORM DRAIN INLET PROTECTION	EACH	28	\$60.00	\$1,680.00		\$0.00	28	\$1,680.00
2573.533	SEDIMENT CONTROL LOG TYPE STRAW	LF	388	\$3.00	\$1,164.00		\$0.00	388	\$1,164.00
2574.525	COMMON TOPSOIL BORROW	CY	139	\$40.00	\$5,560.00		\$0.00	139	\$5,560.00
2575.604	SITE RESTORATION	SF	2,549	\$5.00	\$12,745.00		\$0.00	2,549	\$12,745.00
2582.503	CROSSWALK MARKING-EPOXY	SF	90	\$20.00	\$1,800.00		\$0.00	90	\$1,800.00
	TOTAL				\$379,161.00		\$0.00		\$379,161.00

Faribault County Share
 Construction Engineering \$0.00
 Preliminary Engineering* \$0.00
 Total \$0.00
 Federal Aid Funds \$0.00
 Faribault County Cost \$0.00

City of Wells Share \$379,161.00
 Construction Engineering \$56,874.15
 Preliminary Engineering* \$27,500.00
 Total \$463,535.15
 Federal Aid Funds \$370,828.12
 Wells Cost \$92,707.03

Bolton & Menk Share \$0.00
 Construction Engineering Reimb \$56,874.15
 Preliminary Engineering Reimb* \$27,500.00
 Total \$84,374.15

\$379,161.00 TOTAL FEDERAL FUNDS ARE CAPPED

* Preliminary Engineering amount per previous agreement

2015 Schedule of Fees



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. 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 current specific billing rate for any individual can be provided upon request.

The Fee Schedule shall apply for the period through December 31, 2015. 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, outsourced 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.

Employee Classification	Hourly Billing Rates
Sr. Principal Engineer/Surveyor	\$170-240/Hour
Sr. Project Manager - Principal Engineer/Surveyor	\$127-180
Senior Transportation/Aviation Planner	\$125-170
Project Manager (Inc. Landscape Architect)	\$106-165
Project/Design Engineer/Planner/Landscape Architect	\$52-165
Licensed Surveyor (Inc. Lic. Project Surveyor or Manager)	\$94-165
Project Surveyor	\$82-120
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$47-130
Senior Technician (Inc. Survey ¹)	\$72-165
Technician (Inc. Survey ¹)	\$33-130
Administrative Support & Clerical	\$29-110
Structural/Electrical/Mechanical/Architect	\$120-215
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.