



To: Members of Dublin City Council
From: Marsha I. Grigsby, City Manager */MIG*
Date: August 21, 2014
Initiated By: Megan O'Callaghan, P.E., Public Service Director

Re: Resolution No. 75-14 – Authorizing the City Manager to Enter into an Agreement With the Franklin County Engineer's Office for the Inspection of Bridges within the City of Dublin's Jurisdiction

Summary

There are a total of 86 bridges located within the City of Dublin's jurisdiction. Dublin is responsible for the inspection of 52 of these bridges, with Franklin County and ODOT being responsible for inspecting the remaining 34. The Ohio Revised Code defines a bridge as any structure of ten feet or more clear span or ten feet or more in diameter on, above, or below a roadway. It is critical that all of these bridges are thoroughly inspected annually by a professional engineer or other qualified person under the supervision of a professional engineer. Such inspections are intended to identify potential safety concerns of a bridge as well as maintenance and rehabilitation needs.

These annual inspections are typically performed by Dublin staff. However, due to the increased construction and inspection workload this year, staff identified a need to contract for the bridge inspection services.

In the interest of cooperation and efficiency, Dublin staff has been coordinating with the Franklin County Engineer's Office (FCEO) staff for the inspection of bridges within Dublin's jurisdiction. The FCEO will perform the inspections in accordance with state standards and complete inspection and condition rating reports for each bridge.

The FCEO will provide the inspection services at a cost not to exceed \$20,000. Staff has determined contracting with the FCEO to perform these inspections will be more cost effective and efficient than contracting with a consulting firm.

The inspections will be completed on or before October 31, 2014. The FCEO will invoice Dublin describing the work performed after the work is completed.

Recommendation

Staff recommends approval of Resolution 75-14, authorizing the City Manager to enter into an Agreement with the Franklin County Engineer's Office for the Inspection of Bridges within the City of Dublin's Jurisdiction.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

75-14

Resolution No. _____ Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE FRANKLIN COUNTY ENGINEER'S OFFICE FOR THE INSPECTION OF BRIDGES WITHIN THE CITY OF DUBLIN'S JURISDICTION

WHEREAS, there are a total of 86 bridges located within the City of Dublin's jurisdiction and Dublin is responsible for the inspection of 52 of these bridges; and

WHEREAS, it is critical that these bridges be inspected annually by a professional engineer or other qualified person under the supervision of a professional engineer; and

WHEREAS, such inspections are intended to identify potential safety concerns of a bridge as well as maintenance and rehabilitation needs; and

WHEREAS, Dublin has coordinated with the Franklin County Engineer's Office to complete these inspections; and

WHEREAS, the Dublin Community Plan promotes working cooperatively with surrounding jurisdictions to promote regional transportation planning and programming; and

WHEREAS, Dublin agrees to compensate the Franklin County Engineer's Office for the inspections of bridges within Dublin's jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, _____ of its elected members concurring, that:

Section 1. The City Manager is hereby authorized to enter into an agreement with the Franklin County Engineer's Office for the inspection of bridges within the City of Dublin's jurisdiction, in substantially the same form as attached, with changes not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the City Manager and Director of Finance. The approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by their execution thereof.

Section 2. The City Manager, the Clerk of Council, the Director of Law, the Director of Finance, or other appropriate officers of the City are hereby authorized to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution. The City Manager and the Director of Finance are also authorized, for and in the name of the City, to execute any amendments to the Reimbursement Agreement, which amendments are not inconsistent with this Resolution and not substantially adverse to this City.

Section 3. This Resolution is effective upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2014.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

INTERGOVERNMENTAL AGREEMENT FOR BRIDGE INSPECTION SERVICES

This Intergovernmental Agreement for Bridge Inspection Services (“Agreement”) is entered into by and between the City of Dublin and Franklin County Engineer’s Office, collectively the Parties, this _____ day of _____, 2014.

WHEREAS, Section 9.482 of the Ohio Revised Code, as enacted pursuant to H.B. 153 (the state budget bill), permits a political subdivision to enter into agreements with other political subdivisions under which a contracting political subdivision agrees to exercise any power, perform any function or render any service for another contracting recipient subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform or render, subject to the approval of their respective legislative authorities; and

WHEREAS, the Parties acknowledge that in the spirit of intergovernmental cooperation, a regional approach to the provision of certain services will be considered when the means for such cooperative effort are available and result in a cost savings and/or enhanced delivery of public services; and

WHEREAS, the City of Dublin has identified a need to contract for the bridge inspection services provided in the attached Exhibit A (“the Services”); and

WHEREAS, Franklin County Engineer’s Office is ready, willing and able to contract with the City of Dublin on the terms and conditions hereinafter set forth, to provide the Services.

NOW, THEREFORE, in consideration of the above, the Parties have agreed as follows:

1. Franklin County Engineer’s Office will provide the Services to the City of Dublin as outlined in the attached **Exhibit “A”** at a cost not to exceed \$20,000.00. Franklin County Engineer’s Office will provide invoices to the City of Dublin describing the work performed.
2. All Services provided under this Agreement shall be completed on or before October 31, 2014.
3. The Parties are political subdivisions and are entitled to all of the immunities and defenses provided by law. To the extent that Chapter 2744 of the Revised Code applies to the operation of a political subdivision, it applies to each Party that is subject to this Agreement and to its employees when they are rendering a service outside the boundaries of their respective Party under the Agreement.
4. This Agreement does not in any way limit any power or function of a political subdivision in respect of any such functions being performed under this Agreement by another political subdivision.

5. For employment relationship purposes, any provider of services shall be an employee of the political subdivision for which that employee is ordinarily employed and by whom such employee is paid. Such employee shall not be entitled to any additional compensation or employment benefits from the City of Dublin and no claim of joint employer status or liability shall be made on account of or arising from any incident in which a provider's employee may be involved.
6. The Parties agree that records pertaining to this Agreement are subject to Section 149.43 of the Ohio Revised Code (the "Public Records Law"), to the extent permitted or required by law. The Parties agree to cooperate with respect to any public record request and any request of an authorized representative of the Auditor of the State of Ohio in connection with audits and inspections of financial reports or conduct audits.
7. The effective date of this Agreement shall be the latest date signed below and terminate upon Franklin County Engineer's Office's completion of the Services; provided, however, that either party may terminate this Agreement upon 30 days' advance written notice to the other party. Termination of this Agreement shall not relieve the non-providing party from paying for any and all services provided.
8. This Agreement may only be amended in writing signed by an authorized representative of each participating Party, and as authorized by their respective legislative authorities, if required.
9. The Party receiving services shall provide a Certificate of Funds or Purchase Order signed by that political subdivision's fiscal officer, evidencing the appropriation of funds sufficient to cover the costs of the services to be provided.
10. Whenever notice is required in this Agreement, such notice shall be in writing and shall be deemed served when either delivered in person to the following designated agents for that purpose, or deposited in the United States Mail, by certified or registered mail, postage prepaid, return receipt requested, addressed to the other Party as follows:

If to Franklin County Engineer's Office:

James A. Pajk, P.E.
Franklin County Deputy Design Engineer, Bridges and Highways
970 Dublin Road
Columbus, Ohio 43215

If to the City of Dublin:

Paul Hammersmith, P.E.
City Engineer
5800 Shier Rings Road
Dublin, Ohio 43016

or such other address as may be designated in writing by the Parties.

This Agreement may be executed in multiple counterparts, including facsimiles or scanned copies, each of which shall be recognized as an original signature.

IN TESTIMONY WHEREOF, the Parties, each by an authorized agent, have entered into this Intergovernmental Agreement on the date indicated above.

CITY OF DUBLIN, OHIO

FRANKLIN COUNTY ENGINEER'S OFFICE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – Scope of Services

Bridge Inspection Requirements:

1. The intent of this contract is for a Professional Engineer to make a routine condition inspection of the 52 bridges in Table A. The Engineer will complete the inspection in accordance with the latest Ohio Department of Transportation (ODOT) Manual of Bridge Inspection and the Bridge Inspector's Reference Manual (FHWA).
2. The ODOT Bridge Inspection and Condition Rating Report shall be completed for each bridge inspected and submitted to ODOT on behalf of Dublin through the Structure management System (SMS). In addition, at least four (4) digital photos of each bridge showing: a view up-station, a view down-station, and a view from each the left and right sides of the bridge shall be uploaded to SMS. Additional photos shall also be submitted for any problem areas noted in the inspection.
3. The Engineer shall provide all necessary traffic control, personnel, equipment, tools, and incidentals including ladders and scaffolding.
4. The Engineer shall be responsible for identifying and noting all visible defects in the bridge whether as a result of deterioration, original construction or original design. The Engineer shall also be responsible for identifying and noting areas of potential failure as a result of anticipated deterioration, past construction or maintenance practice and/or inadequate original design.
5. The Engineer will not be responsible for conditions which are not obvious through usual and customary visual inspection or through standard state-of-the-art testing. The Engineer will not be responsible for identifying and evaluating portions of the bridge which comprise of poor quality materials and/or inadequate structural design unless obviously visible to a trained and experienced bridge inspector/engineer performing the inspection services in accordance with the customary standards of the profession.
6. The Engineer will not be responsible for structural conditions which occur after the date of the last site visit, providing the condition was not visibly evident at the time of the last visit and the Engineer used usual and customary procedures to inspect the bridge.
7. If an in-depth inspection is specified, the Engineer will be required to visually inspect all main structural members of the bridge within an arm's reach distance. On welded girder type bridges, this will require access to both sides of each girder so that all fatigue prone connections can be inspected within arm's reach. Any cracks discovered and or suspected as a result of this hands-on visual inspection shall be documented and shall be further defined with the use of dye penetrant, magnetic particle or ultrasonic devices.
8. Any steel structure with lower lateral bracing, pins and hangers, fatigue prone connections, steel pier caps (either of box section or I section), bridges with transverse floor beams and stringers, or any other unusual connection details, shall be carefully inspected for cracks, poorly designed details, or poorly fabricated details. A recommendation shall be made, if necessary, whether a retrofit program or corrective modification should be taken with a description of the proposed solution, and if any

traffic limitations should be initiated. The City of Dublin shall provide adequate access so that all such details can be visually inspected within arm's reach (even for routine inspections).

9. Any observed section loss on members which are normally analyzed to determine safe load capacity of the bridge, shall be measured and documented quantitatively (ultrasonic thickness gauge, calipers etc.) to allow for subsequent re-analysis of the structure. Analysis of the structure will not be required.
10. Underwater inspection, requiring the use of divers, shall not be required. The Engineer will be required to probe around all substructure units located in water, unless the stream depth is such that probing is not feasible. All such findings shall be reported.
11. Any additional destructive testing, other than that previously mentioned, shall not be done.
12. The Engineer shall notify the City Engineer of any and all serious deficiencies immediately upon discovery, in order that they may be observed by Dublin from available scaffolding or access equipment. After completion of the inspection, the Engineer must review areas of special concern with Dublin personnel at the site.
13. Where, in the judgment of the Engineer, it is necessary to remove some portion of the structure to achieve complete and adequate inspection, no action shall be taken without prior approval of the City Engineer.
14. All invoices for inspection services shall be submitted to City Engineer.
15. Inventory records are available via the SMS.

Table A

Structure File Number	County	Inventory Route	Straight Line Mileage	Main Structure Type	Inspection Responsibility	NBIS Length Y/N	Overall Structure Length	GA	Operating Status
2568691	FRA	KENTF	0002	195	4	N	18	8	A
2568705	FRA	ASHBA	0000	364	4	Y	42	5	B
2568713	FRA	LIGGT	0001	231	4	Y	25	7	A
2568721	FRA	ARYSH	0020	195	4	Y	22	8	A
2568748	FRA	MURFD	0007	231	4	Y	54	8	A
2568756	FRA	MURFD	0007	231	4	Y	54	7	A
2568764	FRA	FRNTZ	0007	395	4	Y	44	7	A
2568772	FRA	SHWNF	0001	231	4	Y	40	5	A
2568799	FRA	MNTRY	0034	231	4	Y	26	7	A
2568802	FRA	FRNTZ	0038	195	4	N	14	7	A
2568810	FRA	FRNTZ	0113	195	4	N	17	5	A
2568845	FRA	BRNDW	0011	231	4	Y	59	8	A
2568853	FRA	DBSHR	0004	195	4	N	18	8	A
2568861	FRA	GLICK	0129	111	4	Y	28	8	A
2568888	FRA	GRDCL	0009	395	4	N	11	7	A
2568896	FRA	BRGHT	0036	111	4	Y	26	7	A

2568926	FRA	BRIST	0001	171	4	Y	58	8	A
2568934	FRA	BLAZR	0001	195	4	Y	22	7	A
2568942	FRA	MURFD	0010	171	4	N	12	8	A
2568950	FRA	MURFD	0020	171	4	N	12	8	A
2568969	FRA	WILCX	0001	171	4	N	14	8	A
2568977	FRA	MURFD	0006	195	4	N	18	8	A
2568985	FRA	MURFD	0001	195	4	Y	26	8	B
2569035	FRA	POSTD	0002	231	4	Y	73	8	A
2569043	FRA	EMDPY	0003	231	4	Y	93	8	A
2569051	FRA	EMOKY	0003	195	4	N	14	7	A
2569078	FRA	AVYRD	0003	195	4	N	12	8	A
2569086	FRA	WOERN	0004	195	4	N	20	7	A
2569094	FRA	EMPKY	0004	195	4	N	20	7	A
2569108	FRA	WOERN	0004	195	4	N	12	8	A
2569116	FRA	MLRTP	0000	295	4	Y	30	8	A
2569124	FRA	EMPKY	0003	322	4	Y	686	7	A
2569132	FRA	DUBLN	0002	195	4	N	12	8	A
2569159	FRA	EMPKC	0004	195	4	Y	22	8	A
2569183	FRA	WARDR	0001	295	4	Y	60	8	A
2569191	FRA	PERDR	0000	295	4	Y	30	8	A
2569205	FRA	C0355	0057	195	4	Y	26	8	A
2569213	FRA	MILLB	0250	171	4	N	13	9	A
2569221	FRA	DUBLI	0000	171	4	N	12	8	A
2569248	FRA	OAKDR		171	4	Y	45	9	A
2569264	FRA	C0040	0154	195	4	N	18	8	A
2569272	FRA	BRAND	0149	195	4	N	13	9	A
2569280	FRA	BELVE	0000	171	4	Y	31	9	A
2569310	FRA	C0040	0258	195	4	N	18	8	A
2569337	FRA	EITER		171	4	N	13	9	A
2569353	FRA	C0003	2117	171	4	N	14	8	A
2569396	FRA	EITER		171	4	N	13	9	A
2569450	FRA	STOCK	0000	171	4	Y	24	9	A
2569507	FRA	160		171	4	N	13	9	A
2569566	FRA	160		171	4	N	13	9	A
8060045	UNI	PSTPR	0055	195	4	Y	22	9	A
8062641	UNI	0024B	0040B	195	4	N	16	9	A
Total No.	52								