




City of Dublin

Office of the City Manager

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Memo

To: Members of Dublin City Council

From: Dana McDaniel, City Manager 

Date: October 30, 2018

Initiated By: Megan O'Callaghan, P.E., Public Works Director
Robert Taylor, P.E., Infrastructure Asset Management Engineer

Re: Resolution No. 66-18 – Authorizing the City Manager to Enter into an Agreement with the Franklin County Engineer's Office for Bridge Inspection Services within the City of Dublin's Jurisdiction

Summary

There are a total of 91 bridges located within the City of Dublin's jurisdiction. Dublin is responsible for the inspection of 53 of these bridges with Franklin County and ODOT responsible for inspecting the remaining 38. 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 and required by law 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.

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 \$15,000. 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 December 31, 2018. The FCEO will invoice Dublin describing the work performed and associated costs after the work is completed.

Recommendation

Staff recommends approval of Resolution 66-18, authorizing the City Manager to enter into an Agreement with the Franklin County Engineer's Office for Bridge Inspection Services within the City of Dublin's Jurisdiction.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 66-18 Passed _____, 20____

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

WHEREAS, there are a total of 91 bridges located within the City of Dublin's jurisdiction. Dublin is responsible for the inspection of 53 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; and

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 bridge inspection services 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. That this Resolution shall take effect and be in force on the earliest date permitted by law.

Passed this _____ day of _____, 2018.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

INTERGOVERNMENTAL AGREEMENT FOR BRIDGE INSPECTION AND MAINTENANCE 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 _____, 2018.

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**; 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; and

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

1. Franklin County Engineer's Office will provide services to the City of Dublin as outlined in the attached **Exhibit A** at a cost not to exceed \$15,000.00. 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 December 31, 2018.
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:

Ed Herrick, P.E.
Franklin County Engineer's Office
970 Dublin Road
Columbus, Ohio 43215

If to the City of Dublin:

Paul Hammersmith, P.E.
City Engineer

6555 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: Cornell K. Roberts

Title: _____

Title: Franklin County Engineer

Date: _____

Date: 9/29/18

Exhibit A – Scope of Services

Bridge Inspection Requirements:

1. The intent of this contract is for a Professional Engineer (“Engineer”) to make a routine condition inspection of the 53 bridges in **Table A**. The Engineer shall complete the inspections in accordance with the latest Ohio Department of Transportation (ODOT) *Manual of Bridge Inspections* 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 ODOT’s 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. All inventory records are available via the SMS.

Table A

ASSET NAME

DEL-ARYSH-0020 _(2168721)	FRA-KILGR-0008 _(2568764)
DEL-GLICK-0142 _(2168861)	FRA-LIGGT-0001 _(2568713)
FRA-ASHBA-0007 _(2568705)	FRA-MILLB-0461 _(2569213)
FRA-AVERY-0085 _(2569078)	FRA-MLRTP-0009 _(2569116)
FRA-AVERY-0136 _(2569353)	FRA-MNTRY-0030 _(2568799)
FRA-BELVE-0010 _(2569280)	FRA-MURFD-0065 _(2568985)
FRA-BLAZR-0050 _(2568934)	FRA-MURFD-0068 _(2568942)
FRA-BRAND-0200 _(2569272)	FRA-MURFD-0159 _(2568977)
FRA-BRGHT-0036 _(2568896)	FRA-MURFD-0174 _(2568950)
FRA-BRIST-0008 _(2568926)	FRA-MURFD-0223L_(2568748)
FRA-BRNDW-0006 _(2568845)	FRA-MURFD-0223R_(2568756)
FRA-DBSHR-0082 _(2568853)	FRA-PERIM-0025 _(2569191)
FRA-DUBLN-0388 _(2569132)	FRA-RECCR-0018 _(2569035)
FRA-DUBLN-0503 _(2569221)	FRA-SHWNF-0002 _(2568772)
FRA-EITER-0041 _(2569396)	FRA-STOCK-0013 _(2569450)
FRA-EITER-0102 _(2569337)	FRA-WARHM-0012 _(2569183)
FRA-EMPKY-0056 _(2569094)	FRA-WILCX-0014 _(2569264)
FRA-EMPKY-0126 _(2569159)	FRA-WILCX-0016 _(2568969)
FRA-EMPKY-0312 _(2569043)	FRA-WILCX-0118 _(2569310)
FRA-EMPKY-0356 _(2569051)	FRA-WOERN-0002 _(2569566)
FRA-EMPKY-0367 _(2569124)	FRA-WOERN-0055 _(2569507)
FRA-EMPKY-0480_(2569095)	FRA-WOERN-0149 _(2569108)
FRA-FRNTZ-0030 _(2568802)	FRA-WOERN-0174 _(2569086)
FRA-FRNTZ-0113 _(2568810)	UNI-OKMDW-0035 _(8069248)
FRA-GRDCL-0012 _(2568888)	UNI-POST-0008 _(8062641)
FRA-HIRTH-0057 _(2569205)	UNI-PSTPR-0055 _(8060045)
FRA-KENTF-0006 _(2568691)	