

SCOTT COUNTY ENGINEER'S OFFICE

500 West Fourth Street
Davenport, Iowa 52801-1106

(563) 326-8640
FAX – (563) 326-8257
E-MAIL - engineer@scottcountyiowa.com
WEB SITE - www.scottcountyiowa.com



JON R. BURGSTRUM, P.E.
County Engineer

ANGIE KERSTEN
Assistant County Engineer

BECKY WILKISON
Administrative Assistant

MEMO

TO: Dee Bruemmer
County Administrator

FROM: Jon Burgstrum
County Engineer

SUBJ: Resolution Approving 28E Agreement for Eldridge – Long Grove Bike Trail

DATE: August 4, 2011

This 28E agreement is for contract administration and construction for the trail between Long Grove and Eldridge along Y-64 (162 Ave). The contract will be administered by the City of Eldridge. Scott County's share of the construction cost will be 10% of the 20% local match. The contract price is \$621,671.00. Our share of the local match is \$12,433.42 based on the contract amount. This project has been in development since 2006.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY
THE BOARD OF SUPERVISORS ON _____
DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

August 4, 2011

APPROVAL OF THE MEMORANDUM OF AGREEMENT WITH THE CITY OF ELDRIDGE
FOR THE CONSTRUCTION OF THE CODY TRAIL ALONG Y64.

BE IT RESOLVED by the Scott County Board of Supervisors as
follows:

Section 1. That the 28E Agreement between the
City of Eldridge and Scott Co for the
construction of the Cody Trail be approved.

Section 2. That the Chairperson be authorized to sign the
Memorandum of Agreement on behalf of the Board.

Section 3. That this resolution shall take effect
immediately.

A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ELDRIDGE, THE CITY OF LONG GROVE AND SCOTT COUNTY FOR CONSTRUCTION OF THE CODY TRAIL ALONG Y64 FROM THE ELDRIDGE NORTH CITY LIMITS TO LONG GROVE SOUTH CITY LIMITS

WHEREAS, the Cities of Eldridge and Long Grove, and Scott County desire to use municipal, state, and/or Federal funds to construct a multi-purpose trail, named the Cody Trail, along Y64 from the north city limits of Eldridge and the south city limits of Long Grove, and

WHEREAS, the City of Eldridge will serve as the lead agency in administration of Surface Transportation Program Enhancement funding through the Iowa Department of Transportation (DOT) this project, no separate governmental entity is required,

NOW THEREFORE BE IT AGREED BY AND BETWEEN THE CITY OF ELDRIDGE (hereinafter "Eldridge"), THE CITY OF LONG GROVE (hereinafter "Long Grove") and SCOTT COUNTY:

- A. Eldridge shall be deemed the lead governmental entity and shall execute and administer any contracts to complete construction of a multi-purpose trail, named the Cody Trail, along Y64 from the north city limits of Eldridge and the south city limits of Long Grove (also referred to in this Agreement as "Project" or "the Project"). Eldridge shall conduct all public hearings necessary to comply with state law. As part of any public hearing process, Eldridge shall provide mailed notice to any Long Grove and Scott County resident located adjacent to the Project to ensure that those persons receive notice of the Project and may comment on it as they desire.
- B. Eldridge, Long Grove and Scott County approve a mutually agreed upon bid for the Project verbally to ensure Eldridge executes the contract with the bidder selected upon approval of the Iowa Department of Transportation within the Iowa Department of Transportation's required deadline. The respective Councils for each city and the Scott County Board of Supervisors shall confirm the approved bid at their earliest meeting following receipt of the official bid tab.
- C. Eldridge and Long Grove each shall pay matching costs not to exceed ninety-three thousand dollars (\$93,000) or forty-five (45) percent of the required twenty (20) percent match of the total Project. Scott County shall pay matching costs not to exceed twenty-one thousand dollars (\$21,000) or ten (10) percent of the required twenty (20) percent match of the total Project.
- D. Eldridge shall make payments to the Project consultant and contractors upon receipt of invoices for work completed toward the Project, within thirty (30) days of receipt based on progress vouchers. Within three (3) business days of receipt of any invoices and progress vouchers, Eldridge shall deliver a copy of the invoice to Long Grove and Scott County for review along with an invoice for each government's share of the matching funds necessary to pay their share of the cost according to Section C above. Long Grove and Scott County will notify Eldridge of any discrepancies or questions regarding the invoice within seven (7) days of receipt of the invoice. The Cities of Eldridge and Long Grove and Scott County will work with appropriate officials to resolve issues related to the Project; however, if the parties are unable to agree on a resolution, as contract administrator, Eldridge's decision shall be final. Eldridge shall provide required invoice and payment documentation to the Iowa Department of Transportation throughout the project and shall request eighty (80) percent reimbursement of said payments.
- E. Eldridge, Scott County and Long Grove are responsible for maintenance of the Cody Trail segment, as described in this agreement, for twenty (20) years and will execute a separate maintenance agreement between their respective jurisdictions.

- G. Liability insurance during construction shall be the responsibility of the contractor. Liability insurance coverage for the trail after construction will be addressed in the maintenance agreement.
- H. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
- I. This Agreement as set forth, represents the entire Agreement between the parties identified herein. This Agreement may be amended by mutual written consent of the signatories. In the event one party wishes to end this Agreement prior to completion of the Project, the terminating party shall pay all costs incurred because of the early termination, including but not limited to all penalty or early termination cost detailed in the contract of any party hired to complete the Project or any of its component parts. Any cost incurred prior to termination shall be paid as provided elsewhere in this Agreement.
- J. Work on this project will begin upon signature of all of the parties to the Agreement and will be completed upon completion of the Project construction as determined by the parties to the Agreement and the Iowa Department of Transportation.
- K. Eldridge, Long Grove and Scott County affirmatively state that it has taken all action necessary to be bound hereto, and the signature of the Mayor or County Board Chair shall be affixed hereto only after the authorization to do so is received by the respective City Council or County Board of Supervisors.

Ida Weibel
 Mayor, City of Long Grove

M. L. O'Neil
 Mayor, City of Eldridge

7-12-11
 Date

7-1-11
 Date

 Chairman, Scott County
 Board of Supervisors

 Date