

SCOTT COUNTY ENGINEER'S OFFICE

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ANGELA K. KERSTEN, P.E.
County Engineer

ELLIOTT R. PENNOCK, E.I.T.
Assistant County Engineer

TARA YOUNGERS
Senior Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Angie Kersten, P.E.
County Engineer

SUBJ: 28E Agreement for a Bridge Investment Program (BIP) Grant Project

DATE: August 22, 2022

This resolution is to enter into a 28E Agreement with Buchanan County, Iowa; Cedar County, Iowa; Delaware County, Iowa; Hamilton County, Iowa; Jones County, Iowa; Monroe County, Iowa; and Washington County, Iowa; for clarification of each county's responsibilities if awarded a 2022 US Department of Transportation (USDOT) Bridge Investment Program (BIP) grant. Our department, along with the above listed county secondary roads departments, are seeking federal funding through a BIP grant to replace large bridges in our respective counties.

The Scott/Clinton County line bridge located on Y68 (Scott Park Road) over the Wapsipinicon River Overflow (FHWA #020870) is the candidate we are submitting the funding request for. The proposed bridge replacement is a 268' x 40' Continuous Concrete Slab Bridge with an estimated replacement cost of \$3,500,000.

On May 26, 2022, we entered into a 28E Agreement with these 7 counties and the Iowa County Engineers Association to hire HDR Engineering to draft our BIP grant application. As we have been working through the preparation of our application, we determined that the application requires multi-jurisdictional joint applicants to clearly define certain roles and responsibilities of each of the agencies. We determined that a 28E Agreement would be able to clearly define this required information to meet the grant application requirements.

A 28E Agreement has been drafted by the ICEASB Director and reviewed by Iowa State Association of Counties (ISAC) legal counsel. I forwarded the agreement to Rob Cusack for his review and he has responded that the agreement is acceptable. I recommend executing this 28E Agreement. Included with this memo is the 28E Agreement.

**28E Cooperative County Agreement
for a Bridge Investment Program (BIP) Grant Project**

This Agreement is entered into this ____ day of _____, 2022, by and between Buchanan County, Iowa; Cedar County, Iowa; Delaware County, Iowa; Hamilton County, Iowa; Jones County, Iowa; Monroe County, Iowa; Scott County, Iowa (each County hereinafter referred to as Counties, Bridge Owners, Contracting Authorities and/or Sub-recipients) and Washington County, Iowa (hereinafter referred to as Counties, Bridge Owners, Contracting Authority, Lead Agency, and/or Lead-recipient) as follows:

WHEREAS, all Counties are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, In accordance with Iowa Code Chapter 28E and other relevant sections of the Code of Iowa, the Counties enter into this cooperative and joint Agreement to define the roles and responsibilities of the Counties in order to provide for the design, construction, administration, and cost sharing for eight (8) county owned bridges as part of a Bridge Investment Program (BIP) Grant Award, and

WHEREAS, BIP funding is established and made available by Section 11118 of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (Public Law 177-58, November 15, 2021) and a total of \$2.36 billion in 2022 BIP funds are available for the Bridge Projects and Larger Bridge Projects funding opportunities as appropriated in Division L of Title I of BIL of the Consolidated Appropriations Act, 2022. Federal funds are available for replacement or rehabilitation of specific bridges, which are included in the grant application and made a part of Iowa's \$49,300,000 BIP Grant Application. Federal-aid Highway Bridge Program (HBP) funds are also available, under 761 Iowa Administrative Code (IAC) Chapter 161.

IT IS NOW AGREED that the Counties will enter into this Agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed Project and, said cooperative actions include the following:

SCOPE OF WORK

1. The Lead Agency, Lead-recipient, and primary point of contact for the below listed projects, (Paragraphs A – H), will be Washington County. The Lead-recipient shall be an eligible applicant that submits the application and is responsible to administer and deliver the BIP Grant Awarded projects.

2. The Contracting Authority for the said listed projects shall be the respective County Bridge Owners and they shall be responsible for contract and project administration including:
 - Project planning, design, public hearing and letting for the project
 - Process contractor's progress and payment vouchers
 - Perform construction observation
 - Upon successful completion, final acceptance of the Project
 - Pay its proportionate share of the Local Matching Costs as set forth in the FINANCING paragraph of this Agreement.

3. Each bridge owner shall be a Sub-recipient and is responsible for project development, construction inspection, and completion of final paperwork for their respective bridge project, as per Chapters 1-6 of the Iowa DOT's I.M.s in effect at the time, and shall provide all pertinent information, as per the Letter of Support

attached hereto and as such becomes part of this Agreement, to the Lead Agency for BIP project coordination and reporting requirements for the bridges identified below:

A. Buchanan County, Iowa

- FHWA Structure Number: 83090
- Current Project number: (ILL-C010())—92-10)
- Location: Baxter Avenue over Wapsipinicon Rover
- Preliminary Estimated Total Cost: \$4,000,000

B. Cedar County, Iowa

- FHWA Structure Number: 018490
- Current Project number: (ILL-C016(114)—92-16)
- Location: 290th Street over Cedar River
- Preliminary Estimated Total Cost: \$12,000,000

C. Delaware County, Iowa

- FHWA Structure Number: 140800
- Current Project number: (ILL-C028())—92-28)
- Location: 230th Avenue over Maquoketa
- Preliminary Estimated Total Cost: \$7,000,000

D. Hamilton County, Iowa

- FHWA Structure Number: 026390
- Current Project number: (BRS-8425(601)—60-40)
- Location: Vail Avenue over CCP Railroad
- Preliminary Estimated Total Cost: \$4,000,000

E. Jones County, Iowa

- FHWA Structure Number: 207520
- Current Project number: (ILL-C053(92)—92-53)
- Location: Landis Road over Wapsipinicon Rover
- Preliminary Estimated Total Cost: \$5,800,000

F. Monroe County, Iowa

- FHWA Structure Number: 252510

- Current Project number: (BRS-C068())--60-68)
- Location: 165th Street over BNSF Railroad
- Preliminary Estimated Total Cost: \$4,500,000

G. Scott, Iowa

- FHWA Structure Number: 020870
- Current Project number: (ILL-C082(65)—92-82)
- Location: Scott Park Road over Wapsipinicon
- Preliminary Estimated Total Cost: \$3,500,000

H. Washington County, Iowa

- FHWA Structure Number: 336060
- Current Project number: (ILL-C092(57)—92-92)
- Location: Dogwood Avenue over Skunk River
- Preliminary Estimated Total Cost: \$8,500,000

4. The above listed projects shall be bid via the Iowa DOT's Contracts and Specifications Bureau's letting process. The project(s) shall be let to contract by September 30, 2025. If not, this agreement shall become null and void. The project shall be paid in full by September 30, 2030, or the amount not paid will be de-obligated.
5. Each Contracting Authority shall follow the Iowa DOT process to accept the low bid or reject all bids.

FINANCING – Each Bridge Owner shall pay for their respective project costs. Payment to the Prime Contractor shall be made from each Bridge Owner's Farm to Market accounts and the BIP funds shall be reimbursed to said accounts, as per normal Iowa Department of Transportation contractor pay methodologies. All costs not reimbursed with BIP funds, Federal-aid HBP funds or Farm to Market funds shall be paid for by each respective Bridge Owner. Any change orders during construction shall be approved by the Bridge Owner as the Contracting Authority.

TERMINATION – This Agreement will be terminated upon final acceptance of the work by all counties and settlement of the financial conditions set forth in the FINANCING paragraph above, including final project acceptance and closeout in FMIS, and upon final acceptance of BIP Grant award requirements and final reporting.

CHAPTER 28E PROVISIONS - There will be no new or separate legal or administrative entity created by this Agreement. The lead recipient will file this Agreement with the Iowa Secretary of State as required by law following its execution.

EXECUTION – This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that the Agreement may be executed by electronic, pdf, or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

INDEMNIFICATION – The Counties shall Indemnify and hold each other, their employees and agents, wholly harmless

from any damages, claims, demands, or suits by any person or persons to the extent caused by the respective acts or omissions by the Counties, or the officers, agents, or employees of either, in the course of any work done in connection with any of the matters set forth in this Agreement.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

County Signature Block

This agreement was approved by official action of the (County Name) County Board of Supervisors in official session on the _____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

SEPTEMBER 1, 2022

APPROVAL OF LETTER OF SUPPORT AND 28E INTERGOVERNMENTAL AGREEMENT
BETWEEN SCOTT COUNTY, IOWA; BUCHANAN COUNTY, IOWA; CEDAR COUNTY,
IOWA; DELAWARE COUNTY, IOWA; HAMILTON COUNTY, IOWA; JONES COUNTY,
IOWA; MONROE COUNTY, IOWA; AND WASHINGTON COUNTY, IOWA;
TO DEFINE ROLES AND RESPONSIBILITIES OF EACH COUNTY FOR
PREPARATION AND SUBMITTAL OF A 2022 USDOT BRIDGE INVESTMENT
PROGRAM (BIP) GRANT APPLICATION

WHEREAS, the US Department of Transportation makes available, through
the Bridge Investment Program (BIP) Discretionary Grant program
funding, to qualifying transportation agencies for planning and
capital investments in surface transportation infrastructure,
such funds are awarded on a competitive basis for projects that
will have a significant local or regional impact; and

WHEREAS, Scott County, Iowa, bridge FHWA #020870, has been identified
as being part of a joint Bridge Investment Program (BIP) Grant
Project Application; and

WHEREAS, Scott County, Iowa, bridge FHWA #020870, is currently rated

in Poor condition; and this Wapsipinicon River Overflow Bridge connects Scott and Clinton Counties, located in eastern Iowa, with a total population of 219,672; and these two counties have a long standing partnership and maintain this river crossing for the safe, efficient, and economical movement of people and goods; and

WHEREAS, this bridge is surrounded by rich agricultural farm ground and is critical for vital emergency services to respond to life-safety and property protection, provides access to premier hospitals and healthcare providers, businesses and industries located in the many rural communities and Quad City Metropolitan Area, local aggregate quarries, utility transmission infrastructure, nearby recreational lakes, campgrounds, golf course, and parks; and

WHEREAS, it is desired by and in the interest of Scott County to participate fully in the BIP project activities as a Sub-recipient and provide all requisite information necessary to bring to completion all project phases through final completion; and

WHEREAS, Scott County is in support of Washington County, Iowa, providing Lead-recipient roles and duties; and

WHEREAS, Scott County understands and accepts the Sub-recipient roles and responsibilities as defined in the "28E Cooperative County

Agreement for a Bridge Investment Program (BIP) Grant Project";
and

WHEREAS, Scott County will provide all pertinent correspondence and
project information to:

Jacob Thorius, P.E.
Washington County Engineer
210 W. Main St., Ste. 2
Washington, IA 52353-1723
(319) 653-7731

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

Section 1. That the 28E Intergovernmental Agreement between
Scott County, Iowa; Buchanan County, Iowa; Cedar County,
Iowa; Delaware County, Iowa; Hamilton County, Iowa;
Jones County, Iowa; Monroe County, Iowa; and Washington
County, Iowa; for a Bridge Investment Program (BIP)
Grant Project be approved.

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

Section 3. That this resolution shall also serve as a Letter
of Support for the 2022 Bridge Investment Program Grant
Project.

Section 4. That this resolution shall take effect
immediately.

Dated at Scott County, Iowa ____ day of _____, _____

Scott County Board of Supervisors:

Ken Beck, Chairman

John Maxwell, Vice-Chair

Ken Croken, Supervisor

Brinson Kinzer, Supervisor

Tony Knobbe, Supervisor

ATTEST:

By _____
Scott County Auditor,
Kerri Tompkins

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