

COUNCIL ACTION FORM

SUBJECT: 2020/21 US HIGHWAY 69 IMPROVEMENTS (SOUTH DUFF AVENUE AND US HIGHWAY 30 EASTBOUND OFF-RAMP)

BACKGROUND:

This program provides for intersection and corridor improvement projects along US Highway 69 to alleviate congestion and reduce accidents. This project includes intersection improvements and traffic signal installation at S. Duff Avenue and US HWY 30 Eastbound Off-Ramp.

The construction of this project is shown in the FY 2020/21 Capital Improvements Plan with \$530,000 in local funds (\$230,000 in G.O. Bonds and \$300,000 in Road Use Tax) and \$700,000 in grant funds. **Following the completion of preliminary plans, staff coordinated with the Iowa DOT to increase the grant funding to \$800,000 to account for portions of DOT roadways that will be reconstructed with the project. The grant funding agreement includes \$200,000 in U-STEP, \$500,000 in TSIP, and \$100,000 in 3R funds.**

It is anticipated that the project will have a 2020 local summer letting, with construction in 2021.

ALTERNATIVES:

1. Approve the Iowa DOT Agreement for U-STEP, TSIP, and 3R funding for the 2020/21 US Highway 69 Improvements (South Duff Avenue and US Highway 30 Eastbound off-ramp) project in the amount of \$800,000.
2. Reject the Agreement.

MANAGER'S RECOMMENDED ACTION:

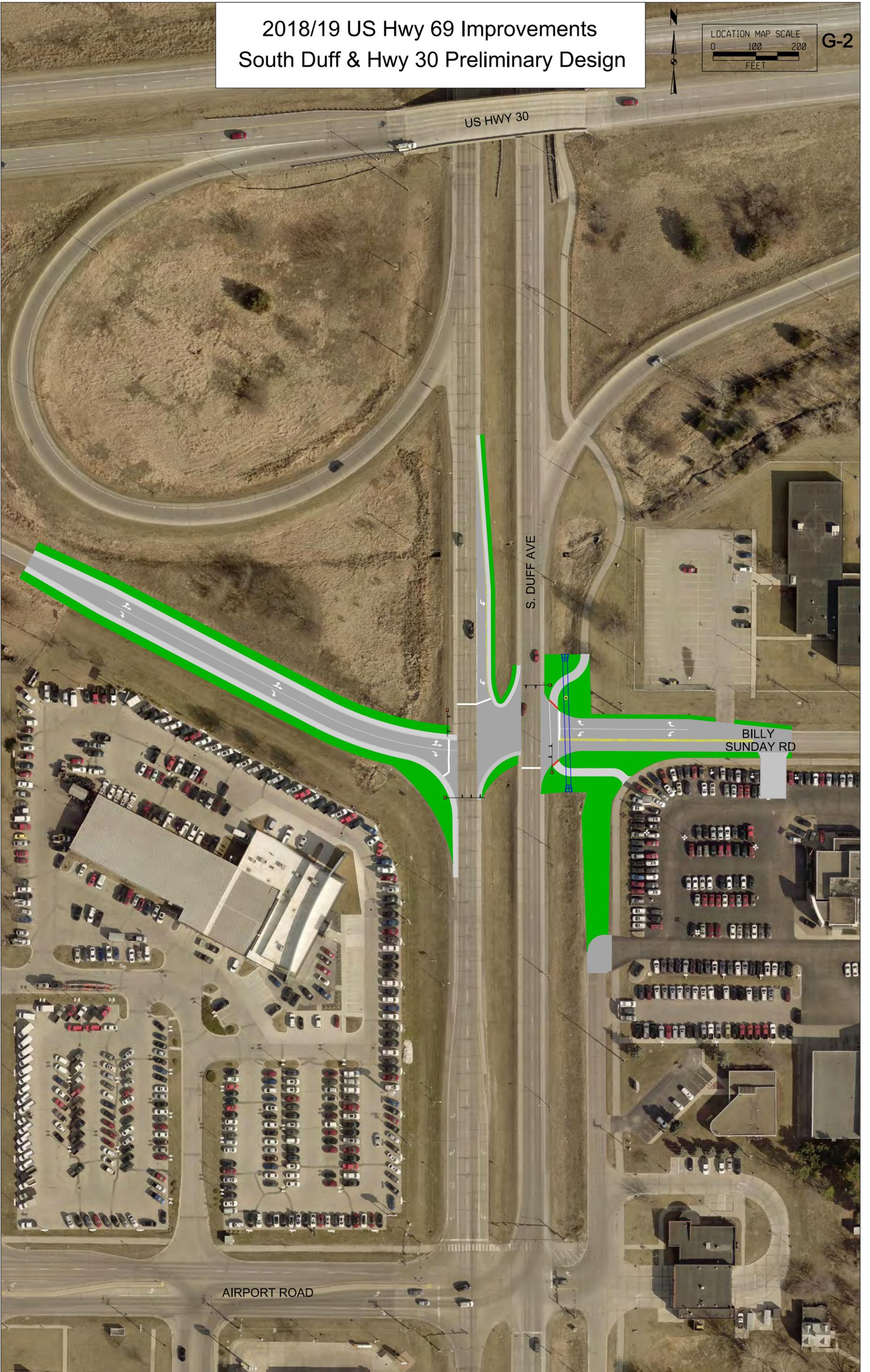
Approval of this agreement with the Iowa DOT must occur before moving forward with construction of this project in the 2020 or 2021 construction season. Delay or rejection of this agreement could delay this street reconstruction project by at least one year and could require additional local funding.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

2018/19 US Hwy 69 Improvements
South Duff & Hwy 30 Preliminary Design

LOCATION MAP SCALE
0 100 200
FEET

G-2



**IOWA DEPARTMENT OF TRANSPORTATION
Cooperative Agreement
For Primary Road Project**

County	<u>Story</u>
City	<u>Ames</u>
Project No.	<u>UST-030-5(285)--4A-85, TSF-030-5286)--92-85, NHSN-030-5(287)--2R-85</u>
Iowa DOT Agreement No.	<u>2020-16-116</u>
Staff Action No.	<u></u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Ames, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The LPA proposes to establish or make improvements to U.S. 30 within Story County, Iowa; and

The DOT provides funds through the Urban-State Traffic Engineering Program (U-STEP), a cooperative program for safety or operational improvements on primary road extensions. The DOT has made these funds available for reimbursement and will share eligible construction and right-of-way costs in the ratio of 55 percent DOT funds to 45 percent local funds, up to a maximum amount in DOT funds of \$200,000 for a "spot improvement" or \$400,000 for a "linear improvement; and

The LPA and the DOT are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The LPA shall be the lead local governmental agency for carrying out the provisions of this agreement.
- b. All notices required under this agreement shall be made in writing to the DOT's and/or the LPA's contact person. The DOT's contact person shall be Tony Gustafson, Assistant District Engineer. The LPA's contact person shall be Mark Gansen, P.E., Civil Engineer II.
- c. The LPA shall be responsible for the development and completion of the following described primary highway project:

Interchange improvements at the U.S. 30 eastbound off ramp at U.S. 69.

- d. All storm sewers constructed as part of the project will become the property of the LPA, which will be responsible for their maintenance and operations. The LPA will not make any connections to said storm sewers without the prior written approval of the DOT. The LPA will prevent use of such storm sewers as a sanitary sewer.

2. Project Costs

- a. The LPA will bear all costs except those allocated to the DOT under other terms of this Agreement.
- b. The DOT shall contribute \$200,000 in U-Step funds, \$500,000 in TSIP funds, and \$100,000 in 3R funds toward the project costs. 3R funds will not be available for this project until July 1, 2021.

3. Environmental, Right-of-Way, Permits and Other Requirements

- a. The LPA shall be responsible for obtaining any necessary permits from the DOT, such as the Work Within the Right-of-Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, or other construction permits required for the project prior to the start of construction. Neither the approval of funding nor the signing of this Agreement shall be construed as approval of any required permit from the DOT.
- b. The LPA shall obtain all project permits and / or approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, or other State or Federal agencies as may be required.
- c. If there is a railroad crossing within or near the project work area, the LPA shall obtain the necessary approvals or agreements from the railroad to allow the proposed work to be completed on or around the railroad crossing and / or right-of-way.
- d. If the project requires utility relocations, subject to the approval of and without expense to the DOT, the LPA agrees to perform or cause to be performed all relocations, alterations, adjustments or removals of existing utility facilities, including but not limited to power, telephone lines, fiber optics lines, natural gas pipelines, water mains and hydrants, curb boxes, utility accesses, storm water intakes, sanitary sewers, and related poles, installations and appurtenances, whether privately or publicly owned, and all parking meters, traffic signals and other facilities or obstructions which are located within the limits of an established street or alley and which will interfere with construction of the project and the clear zone. All utility relocations shall be accomplished in accordance with the DOT's Utility Accommodation Policy, as set forth in 761 Iowa Administrative Code, Chapter 115.
- e. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

4. Project Design

- a. The LPA or its consultant shall be responsible for the design of all proposed improvements.
- b. The project plans, specifications and engineer's cost estimate shall be prepared and certified by a Professional Engineer licensed to practice in the State of Iowa.
- c. All proposed highway or street improvements shall be designed using good engineering judgment and the American Association of State Highway and Transportation Officials (AASHTO) "Policy on Geometric Design of Highways and Streets", (2011).

- d. The project design shall comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways", by the Federal Highway Administration, as adopted by DOT, as per 761 Iowa Administrative Code, Chapter 130.

5. Bid Letting

- a. The LPA shall submit the plans, specifications, and all other contract documents for review and approval prior to letting by the LPA. The project may be submitted for letting in phases, in the order of preference as determined by the LPA. The DOT shall review said submittal(s) recognizing the LPA's development schedule and shall, after satisfactory review, authorize in writing the LPA to proceed with implementation of the project.
- b. For portions of the project let to bid, the LPA shall conduct the project bid letting in compliance with applicable laws, ordinances, and administrative rules. The LPA shall advertise for bidders, make a good faith effort to get at least three (3) bidders, hold a public letting and award contracts for the project work. DOT concurrence in the award must be obtained prior to the award. The LPA shall provide the DOT file copies of project letting documents within five (5) days after letting.
- c. The LPA shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The LPA shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The LPA shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- d. The LPA shall be the contracting authority.

6. Construction & Maintenance

- a. The LPA shall be responsible for the daily inspection of the project, including the compilation of a daily log of materials, equipment, and labor used on the project.
- b. The LPA shall comply with the procedures and responsibilities for materials testing and construction inspection according to DOT's Materials Instructional Memorandums (I.M.'s) and the Construction Manual. If requested, the DOT may be able to perform some testing services. If performed, the DOT will bill the LPA for testing services according to its normal policy.
- c. The work on this project shall be in accordance with the approved plans and specifications. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
- d. With the exception of service connections no new or future utility occupancy of project right-of-way, nor any future relocations of or alterations to existing utilities within said right-of-way (except service connections), will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.
- e. New lighting and/or traffic signal construction for this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150. The LPA shall construct traffic signal installations all at no cost to the DOT. If constructed, the LPA shall accept ownership of and responsibility for future energy and maintenance costs of those lighting and/or traffic signal units which lie within the corporate boundaries.

- f. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- g. After the project construction is complete and prior to final acceptance of the project by the DOT, the LPA shall furnish three sets of "as-built" plans to the DOT's contact person.
- h. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

7. Traffic Control

- a. U.S. 30 through-traffic will be maintained during the construction.
- b. The LPA will temporarily close the highway project area by formal action in accord with Iowa Code section 306.41. The U.S. 30 eastbound off ramp through-traffic will be detoured off of the project. The LPA will erect and maintain signs within its jurisdiction, consistent with Part 6 of the "Manual on Uniform Traffic Control Devices", as necessary to direct traffic to and along said detour route during the construction period. The LPA will also remove said signs when the detour is discontinued. See Exhibit A for the detour route. Details will be shown on the traffic control sheet(s) within the project plans.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" as per 761 Iowa Administrative Code, Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

8. Payments and Reimbursements

- a. The LPA shall be responsible for making initial payments to the consultant(s) and contractor(s) for all project costs incurred in the development and construction of the project. After payments have been made, the LPA may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Reimbursement claims shall include certification by a Professional Engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been paid in full and completed in substantial compliance with the terms of this agreement.
- b. The DOT shall reimburse the LPA for properly documented and certified claims for eligible project activity costs. The DOT may withhold up to 5% of the Federal and / or State share of construction costs, either by state warrant or by crediting other accounts from which payment may have been initially made. If upon final audit, the DOT determines the LPA has been overpaid, the LPA shall reimburse the overpaid amount to the DOT. After the final audit or review is complete and after the LPA has provided all required paperwork, the DOT will release the Federal or State funds withheld.
- c. Upon completion of the project, a Professional Engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement. Final reimbursement of State and / or Federal funds shall be made only after the DOT accepts the project as complete.

9. General Provisions

- a. The LPA shall maintain records, documents, and other evidence in support of the work performed under the terms of this agreement. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures. Documentation shall be

made available for inspection and audit by authorized representatives of the DOT and / or the Federal Highway Administration (FHWA), or their designees at all reasonable times. The LPA shall provide copies of said records and documents to the DOT upon request. The LPA shall also require its contractors to permit authorized representatives of the DOT and / or the FHWA to inspect all work materials, records, and any other data with regard to agreement related costs, revenues and operating sources. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final amendment / modification to the project in the FHWA's Fiscal Management Information System (FMIS). Upon receipt of such approval by FHWA, the DOT will notify the LPA of the record retention date.

- b. In accordance with Title VI of the Civil Rights Acts of 1964 and Iowa Code Chapter 216 and associated subsequent nondiscrimination laws, regulations and executive orders, the LPA shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The LPA agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.
- d. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- e. This agreement is not assignable without the prior written consent of the DOT.
- f. It is the intent of both parties that no third party beneficiaries be created by this Agreement.
- g. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The DOT and the LPA agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- h. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- i. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

February 2017

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2020-16-116 as of the date shown opposite its signature below.

CITY OF AMES:

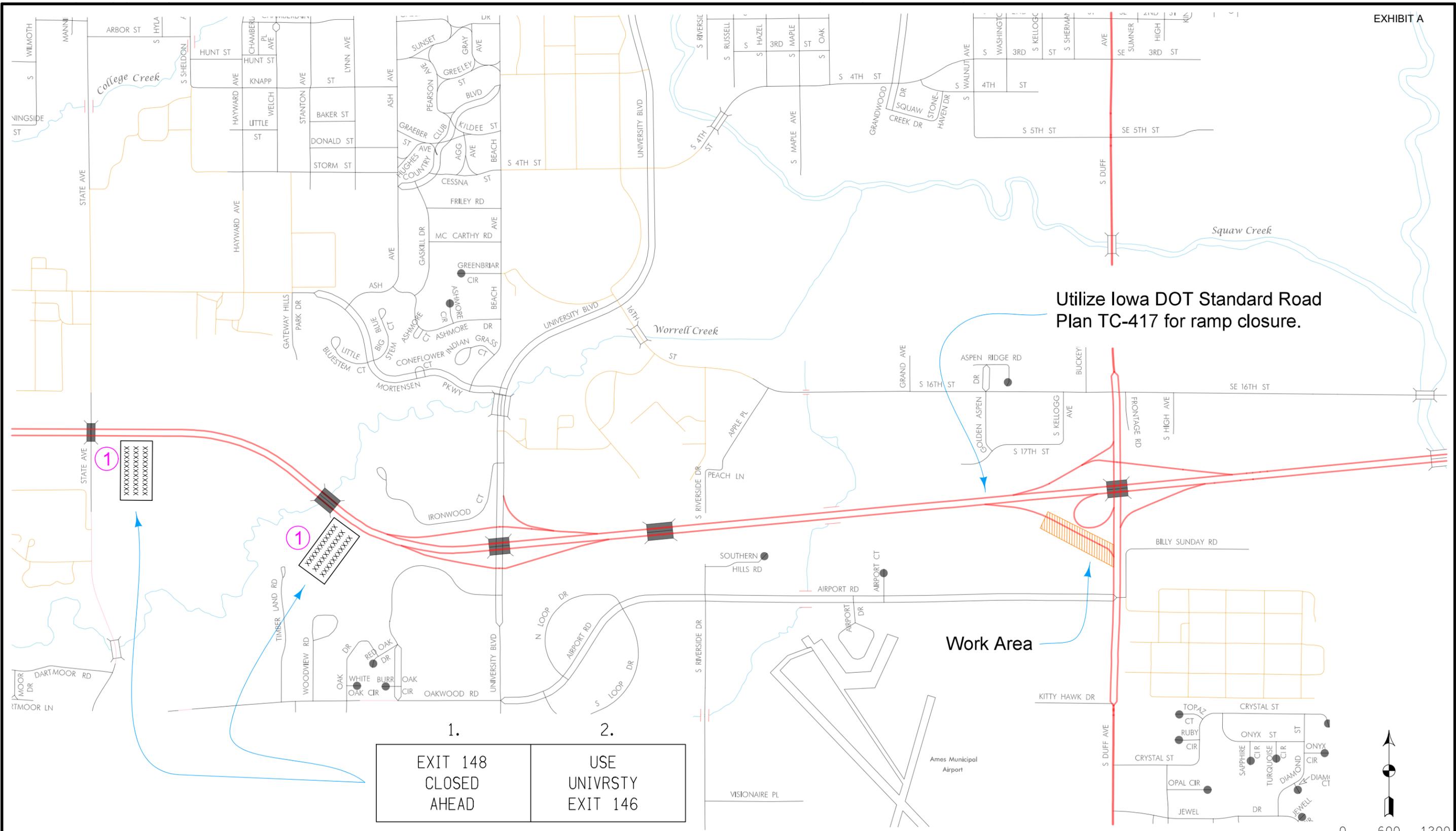
By: _____ Date _____, 20____.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that _____, who signed said Agreement for and on behalf of the City was duly authorized to execute the same on the day of _____, 20____.

Signed: _____
City Clerk of Ames, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Tony Gustafson, P.E.
Assistant District Engineer
District 1



Utilize Iowa DOT Standard Road Plan TC-417 for ramp closure.

Work Area

1. EXIT 148 CLOSED AHEAD

2. USE UNIVRSITY EXIT 146

① Place for 7 calendar days prior to closure. The Engineer will determine the message to display. Remove when road is closed. Use of Portable Dynamic Message Sign is optional on non-primary roadways.

STAGE 1
DETOUR PLAN