

COUNCIL ACTION FORM

SUBJECT: IOWA DEPARTMENT OF TRANSPORTATION AGREEMENT FOR THE RELOCATION OF THE SANITARY SEWER WEST OF I-35 SOUTH OF SOUTH SKUNK RIVER

BACKGROUND:

The Iowa DOT is in the process of widening Interstate 35 near the South Skunk River crossing just south of Ames. During the design process, it was determined that the existing sanitary sewer trunk line that goes under Interstate 35 would be required to be relocated to accommodate the new widened roadway section.

City staff designed the sanitary sewer relocation and the Iowa DOT will include the relocation in its bidding documents. The Iowa DOT has agreed to pay for the costs of the relocation of the sanitary sewer as well as the design and field inspection of the relocation.

Additionally, it was determined that the existing sanitary sewer easement in the area would no longer cover the newly aligned sanitary sewer. The Iowa DOT has obtained a new easement for the City of Ames. The existing easement will be vacated once the relocation of the sanitary sewer has occurred. The acceptance of the new easement and vacation of the old easement will be brought to City Council for approval at a future date.

ALTERNATIVES:

1. Approve the Iowa DOT Agreement for the relocation of the sanitary sewer west of I-35, south of the South Skunk River.
2. Reject the Agreement.

MANAGER'S RECOMMENDED ACTION:

Approval of this agreement with the Iowa DOT is needed to move forward with the Iowa DOT project to widen I-35 in the 2016 construction season.

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

July 2014

4. Right of Way and Permits

- a. The DOT will be responsible for the coordination of utility facility adjustments for the road project.

5. 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. 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.
- d. 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.

6. General Provisions

- a. 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.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding 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, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. 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.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2015-4-197 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__.

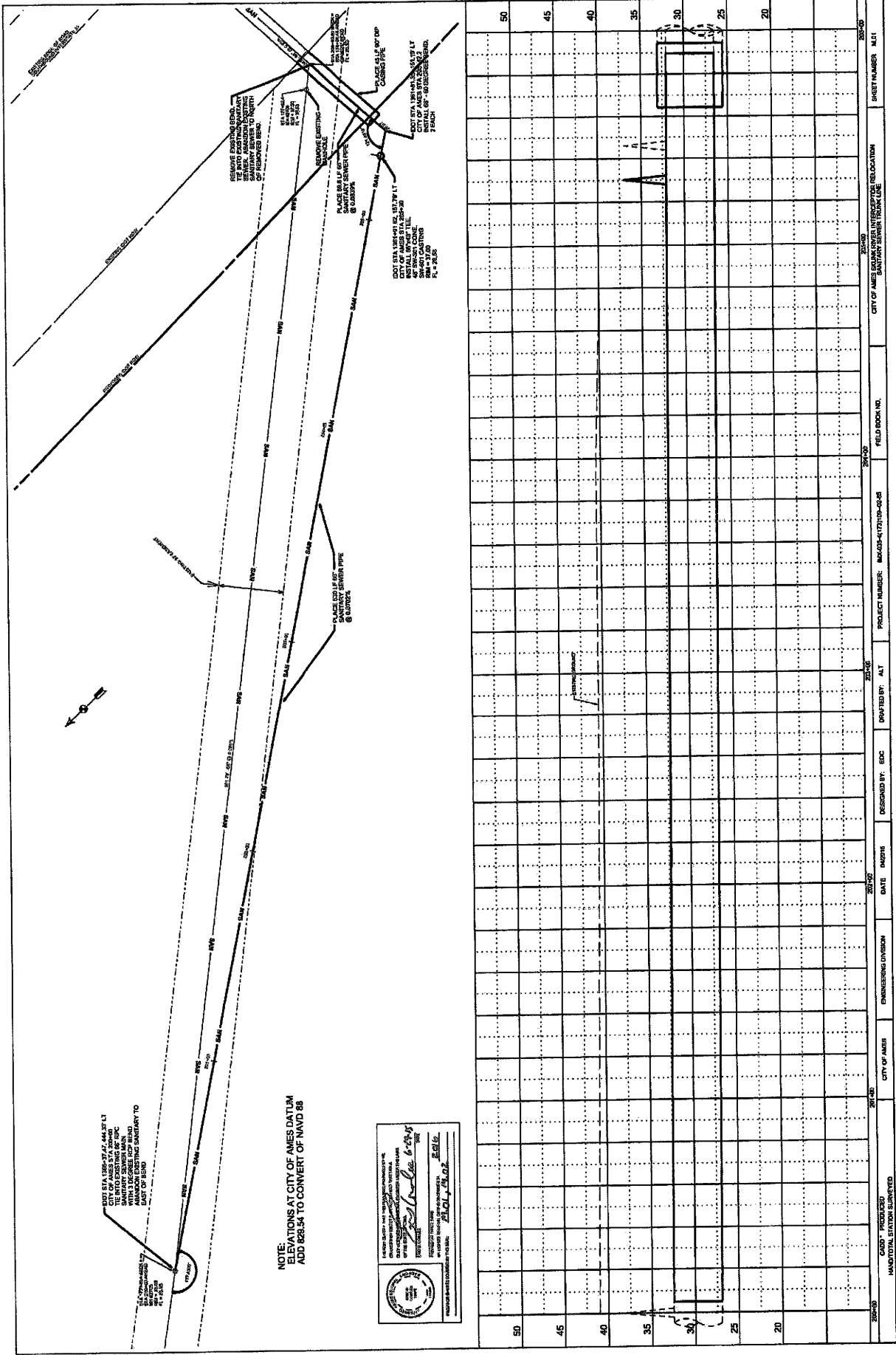
Signed: _____
City Clerk of Ames, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.

Scott A. Dockstader
District Engineer
District 1

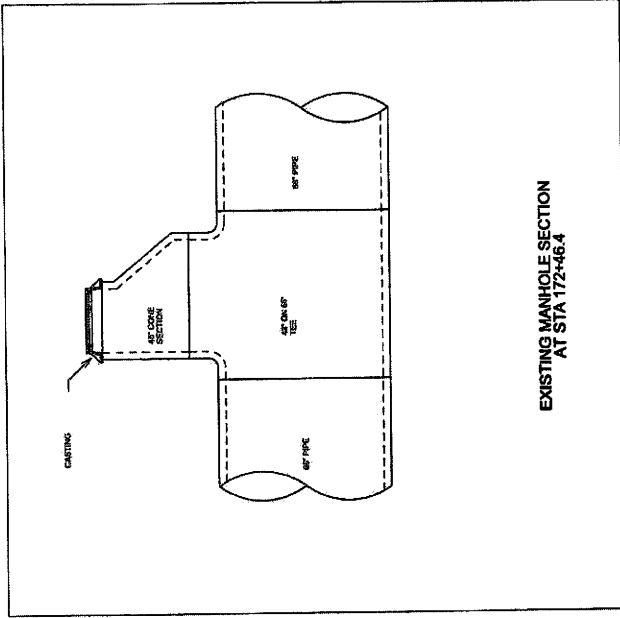
APPROVED AS TO FORM
BY 
MARK O. LAMBERT
ASSISTANT CITY ATTORNEY



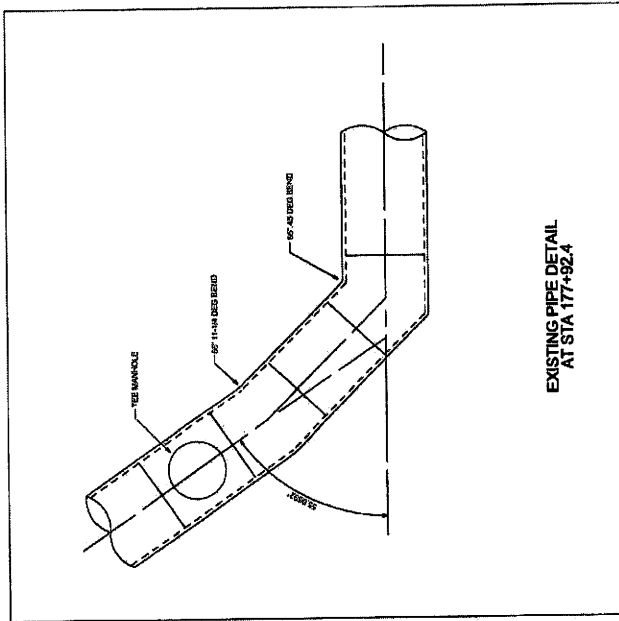
CITY OF AMES SHALL SET
 THE INTO EXISTING 8\"/>

NOTE:
 ELEVATIONS AT CITY OF AMES DATUM
 ADD 68.34 TO CONVERT TO NAVD 88

REGISTERED PROFESSIONAL ENGINEER
 STATE OF IOWA
 No. 12345
 EXPIRES 12/31/2025
 PROJECT NO. 2015-4-197
 SHEET NO. 1 of 1



EXISTING MANHOLE SECTION
AT STA 172+46.4



EXISTING PIPE DETAIL
AT STA 177+92.4

CONTRACT NUMBER: 2015-4-187-AM185	CITY OF AMES	ENGINEER/DRAWN	DATE	QUANTITY	DESIGNED BY: EDC	DRAWN BY: AAT	PROJECT NUMBER: 2015-4-187-AM185	FIELD BOOK NO.	CITY OF AMES SIGNAL LIGHTS INTERCEPTOR RELOCATION	SHEET NUMBER: 14/22
-----------------------------------	--------------	----------------	------	----------	------------------	---------------	----------------------------------	----------------	---	---------------------

ENGINEER'S ESTIMATE
 SKUNK RIVER INTERCEPTOR RELOCATION
 OPTION 'A' - EXTEND & TIE INTO MANHOLE TO THE NORTH
 PUBLIC WORKS DEPT. - ENGINEERING DIV.
 CITY OF AMES, IA
 6/22/2015

<u>Item</u>	<u>Description</u>	<u>Est</u> <u>Quant</u>	<u>Unit</u>	<u>Unit</u> <u>Price</u>	<u>Amount</u>
<i>Division 1 - General</i>					
1.1	Mobilization	1	ls	10000.00	10,000.00
1.2	Construction Survey/Staking	1	ls	5000.00	5,000.00
<i>Division 2 - Earthwork</i>					
2.1	Topsoil, Strip, Salvage and Spread	433.3	cy	50.00	21,665.00
<i>Division 3 - Trench, Backfill and Tunnelling</i> (Not Used)					
<i>Division 4 - Sewers and Drains</i>					
4.1	Sanitary Sewer Gravity Main, Trenched Reinforced Concrete Pipe (RCP), 2000D, 66 In.	590	lf	350.00	206,500.00
4.2	Casing Pipe, 90" DIP	45	lf	1000.00	45,000.00
4.3	60-Degree Bend, RCP, 66"	2	ea	2500.00	5,000.00
4.4	3-Degree Bend, RCP, 66"	1	ea	5000.00	5,000.00
4.5	Tee, RCP, 66"x48"	1	ea	5000.00	5,000.00
4.6	Bypass Sanitary Sewer Pipe	1	ls	35000.00	35,000.00
4.7	Sanitary Sewer Abandonment, Fill and Plug, Greater Than 36"	240	lf	150.00	36,000.00
<i>Division 5 - Water Mains and Appurtenances</i> (Not Used)					
<i>Division 6 - Structures for Sanitary and Storm Sewer</i>					
6.1	Removal of Tee Manhole	1	ea	1000.00	1,000.00
6.2	Manhole, Sanitary Sewer, SW-301, 48 IN., Cone Section Only	1	ea	1000.00	1,000.00
<i>Division 7 - Streets and Related Work</i> (Not Used)					
<i>Division 8 - Traffic Signals</i> (Not Used)					
<i>Division 9 - Sitework and Landscaping</i>					
9.1	Stabilizing Crop - Seeding and Fertilizing	0.27	ac	500.00	135.00
SUBTOTAL					376,300.00
ENGINEERING (15%)					56,445.00
CONTINGENCY (12%)					45,156.00
TOTAL					\$477,901.00