

COUNCIL ACTION FORM

**SUBJECT: IOWA DOT AGREEMENT FOR CURB AND INTAKE REPAIR ON
NORTH GRAND AVENUE (500 FEET NORTH OF 16TH STREET TO 900
FEET NORTH OF 24TH STREET)**

BACKGROUND:

As part of its jurisdictional responsibilities for federal highways, the Iowa Department of Transportation (DOT) will be resurfacing North Grand Avenue (US Highway 69) from 500 feet north of 16th Street to 900 feet north of 24th Street. Construction is scheduled to take place sometime during the 2016 construction season.

As a part of the DOT project, there are several intakes and lengths of curb that are in need of repair. The DOT proposes to have these repairs included under their contract and completed by their contractor. However, these items are the responsibility of the local jurisdiction (City of Ames). The City of Ames would then reimburse the DOT for the actual costs of these curb and intake repairs, payable in November/December of 2016.

The total estimated costs of the repairs are \$50,000. Funding will be proposed in the 2016-2021 Capital Improvements Plan (CIP) US Highway 69 Improvements in FY 16/17.

ALTERNATIVES:

1. Approve an agreement with the Iowa Department of Transportation whereby the City will provide up to \$50,000 in funding for the repairs to US Highway 69 as part of the DOT's resurfacing project.
2. Do not approve this agreement with DOT.

MANAGER'S RECOMMENDED ACTION:

This section of US Highway 69 through Ames is in urgent need of repair and resurfacing. While the DOT will pay for repair and resurfacing costs along this section of roadway, an associated part of the project requires the City to pay for repairs to curbs and storm sewer intakes. The funding will be proposed for approval in advance of the project through Council approval of the 2016-2021 CIP.

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

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

County	<u>Story</u>
City	<u>Ames</u>
Project No.	<u>MP-069-4(709)117--76-85</u>
Iowa DOT	
Agreement No.	<u>2016-6-096</u>
Staff Action No.	<u>N/A</u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of 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 DOT proposes to establish or make improvements to U.S. 69 within Story County, Iowa; and

The DOT and the LPA 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 DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Pavement scarification and Hot Mix Asphalt (HMA) resurfacing on U.S. 69 from 500 feet north of 16th Street north to 900 feet north of 24th Street.

- b. As part of the project, the LPA has requested curb and intake repairs within the city all at no cost to the DOT.
- c. All storm sewers constructed by the DOT 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 shall reimburse the DOT for its share of the project costs estimated at \$46,835.00, as shown in Exhibit A. The amount paid by the LPA upon completion of construction and proper billing by the DOT will be determined by the actual quantities in place and the accepted bid at the contract letting.
- b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. U.S. 69 through-traffic will be maintained during the construction.

- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.

4. Right of Way and Permits

- a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- 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 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.

5. Construction & Maintenance

- a. The LPA, in cooperation with the DOT, will take whatever steps may be required with respect to alteration of the grade lines of the new highway facilities constructed under the project in accordance with Iowa Code section 364.15. The DOT and LPA will work together to minimize potential impacts to properties that may occur as a result of the project.
- b. 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.
- c. 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.

July 2014

- 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. 2016-6-096 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

Estimated Project Quantities & Costs

Project Number: MP-069-1(709)117--76-85

Proposed Letting Date: 02-16-2016

Item Number	Item Code	Item	Unit	Quantity	Unit Price	Total
1	2102-2713070	EXCAVATION, CLASS 13, ROADWAY AND BORROW	CY	93.0	\$15/CY	\$1,395.00
2	2435-0250714	INTAKE, SW-507 MODIFIED, TOP ONLY (INSERT & CURB)	EACH	10.0	\$2500/EA	\$25,000.00
3	2510-6745850	REMOVAL OF PAVEMENT	SY	140.0	\$25/SY	\$3,500.00
4	2512-1725156	CURB AND GUTTER, P.C. CONCRETE, 1.5 FT.	LF	839.0	\$15/LF	\$12,585.00
5	2123-7450020	SHOULDER FINISHING, EARTH	STA	8.5	\$500/STA	\$4,250.00
					Total Estimated City Costs	\$46,835.00