

**COUNCIL ACTION FORM**

**SUBJECT: AMEND THE U-STEP AGREEMENT WITH IDOT FOR THE FY 2015/16 TRAFFIC SIGNAL PROGRAM (UNIVERSITY BOULEVARD & HIGHWAY 30 WESTBOUND OFF-RAMP)**

**BACKGROUND:**

On May 24, 2016, staff presented City Council with the report of bids for the 2015/16 Traffic Signal Program (University Boulevard & Highway 30 Westbound Off-Ramp). At that time, Council awarded the project to Iowa Signal (installation is now complete) and also approved a U-STEP funding agreement with Iowa DOT that provided reimbursement from IDOT for half of the project costs.

IDOT has offered this amendment that would allow the City to be additionally reimbursed for design engineering expenses that occurred before the original agreement was executed. It is estimated that this would be in the range of \$7,000 - \$10,000.

**ALTERNATIVES:**

1. Amend the U-STEP agreement with IDOT for the 2015/16 Traffic Signal Program (University Boulevard & Highway 30 Westbound Off-Ramp)
2. Maintain current agreement without seeking additional reimbursement for engineering

**MANAGER'S RECOMMENDED ACTION:**

This amendment will allow the City to be reimbursed for half of the design engineering expenses. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

**IOWA DEPARTMENT OF TRANSPORTATION**  
**Addendum to**  
**Agreement No. 1-16-USTEP-009 for**  
**Urban-State Traffic Engineering Program**  
**(U-STEP) Project**

County Story

City Ames

Project No. UST-030-5(265)--4A-85

Iowa DOT  
Addendum No. 1-16-USTEP-009A

Staff Action No. N/A

This Addendum, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the City of Ames, Iowa, here after designated the "Recipient" in accordance with 761 Iowa Administrative Code Chapter 150 and Iowa Code sections 28E.12 and 306A.7;

The Recipient in joint cooperation with the DOT proposes to make improvements to the westbound U.S. 30 off-ramp at University Boulevard including new traffic signals with pedestrian phasing and coordination with other signals in the corridor within Story County, Iowa; and

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

The DOT and the Recipient previously entered into the following agreement(s) for the above referenced project: Agreement 1-16-USTEP-009 executed by the Recipient and the DOT on May 24, 2016 and June 3, 2016 respectively.

Subsequent to the execution of the above referenced Agreement it was determined that eligible costs incurred before the agreement was fully executed would be eligible for reimbursement.

This Addendum reflects the current concept of this project which is subject to modification by the DOT; and

Now, therefore, it is agreed as follows:

1. Eligible costs shall include those incurred prior to the execution of Agreement 1-16-USTP-009.
2. This Addendum is not assignable without the prior written consent of the DOT.
3. In case of dispute concerning the terms of this Addendum, 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. DOT and the Recipient 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.
4. All provisions of Agreement No. 1-16-USTEP-009 and any subsequent addendums shall remain in full force and effect except as modified by this Addendum.
5. It is the intent of both (all) parties that no third party beneficiaries be created by this Addendum.

6. If any section, provision, or part of this Addendum shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Addendum 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 Addendum cannot be fulfilled.
7. This Addendum may be executed in two counterparts, each of which so executed will be deemed to be an original.
8. This document, as well as the unaffected provisions of previously executed Agreement 1-16-USTEP-009 referenced herein, represents the entire Agreement between the Recipient and DOT regarding USTEP funding for this project. Any subsequent change or modification to the terms of this Addendum will be in the form of a duly executed amendment to this document.

**IN WITNESS WHEREOF**, each of the parties hereto has executed Addendum No. 1-16-USTEP-009A 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