

ITEM#: 15  
DATE: 12-11-18

### **COUNCIL ACTION FORM**

**SUBJECT: IOWA DOT AGREEMENT FOR PAVEMENT REPAIRS ON US 69  
(LINCOLN WAY BETWEEN DUFF AVENUE AND GILCHRIST STREET)**

#### **BACKGROUND:**

As part of its jurisdictional responsibilities for federal highways, the Iowa Department of Transportation (DOT) will be resurfacing US Highway 69 (Lincoln Way) from Duff Avenue to Gilchrist Street. Construction is scheduled to take place at some point during the 2019 construction season.

As a part of the DOT project, there are several areas needing curb and gutter repair, intake repair, and small adjoining areas of pavement repair. There is an opportunity to upgrade the traffic signal detection equipment with this project to a radar detection system as well. As is standard practice across the state on IDOT highway work within an urbanized area, these work items are not covered by IDOT funding. The DOT proposes to have all this work 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 will reimburse the DOT for the actual costs of this work, payable in late 2019. The **total estimated costs of the repairs are \$38,238.**

**Funding in the amount of \$50,000** has been included in the 2018-2023 Capital Improvement Plan (CIP) US Highway 69 Improvements in FY 2019/20.

#### **ALTERNATIVES:**

1. Approve the agreement with Iowa Department of Transportation (DOT) whereby the City will reimburse the repairs to US Highway 69 as part of the DOT's resurfacing project.
2. Do not approve the agreement with the DOT.

#### **MANAGER'S RECOMMENDED ACTION:**

This section of US Highway 69 through Ames is in urgent need of repair and resurfacing. Approving this agreement will allow for competitive pricing and take advantage of the project to complete improvements to the roadway in the corridor.

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>NHSN-069-5(118)--2R-85</u>
Iowa DOT	
Agreement No.	<u>2018-6-110</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:

Hot Mix Asphalt (HMA) resurfacing with milling on U.S. 69 from west of Duff Avenue west to east of Grand Avenue.

- b. As part of the project, the LPA has requested curb and gutter repair, intake repair, and resurfacing within the city all at no cost to the DOT. The DOT will also purchase radar units to be installed by the LPA with new ADA compliant push-buttons. The DOT will responsible for the cost of radar units installed for Lincoln Way approaches. The LPA will be responsible for the cost of radar units installed for side streets. See Exhibit A for locations.

**2. Project Costs**

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$38,200, as shown in Exhibit B. 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. Bid Letting**

- a. The project will be let by the DOT in accordance with its normal letting procedures. The DOT will identify the lowest responsive bidder. When bids submitted are more than 110% of the project cost estimate, the DOT will provide an electronic tabulation of responsive bids to the LPA for concurrence. The LPA shall either take action to accept the award to the lowest responsive bidder or reject all bids. The LPA shall provide such confirmation by email. Following LPA concurrence in the award of contract, the DOT shall execute the contract.
- b. The DOT shall be the contracting authority for the project.

#### **6. 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.

## **7. 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.
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July 2014

**IN WITNESS WHEREOF**, each of the parties hereto has executed Agreement No. 2018-6-110 as of the date shown opposite its signature below.

**CITY OF AMES:**

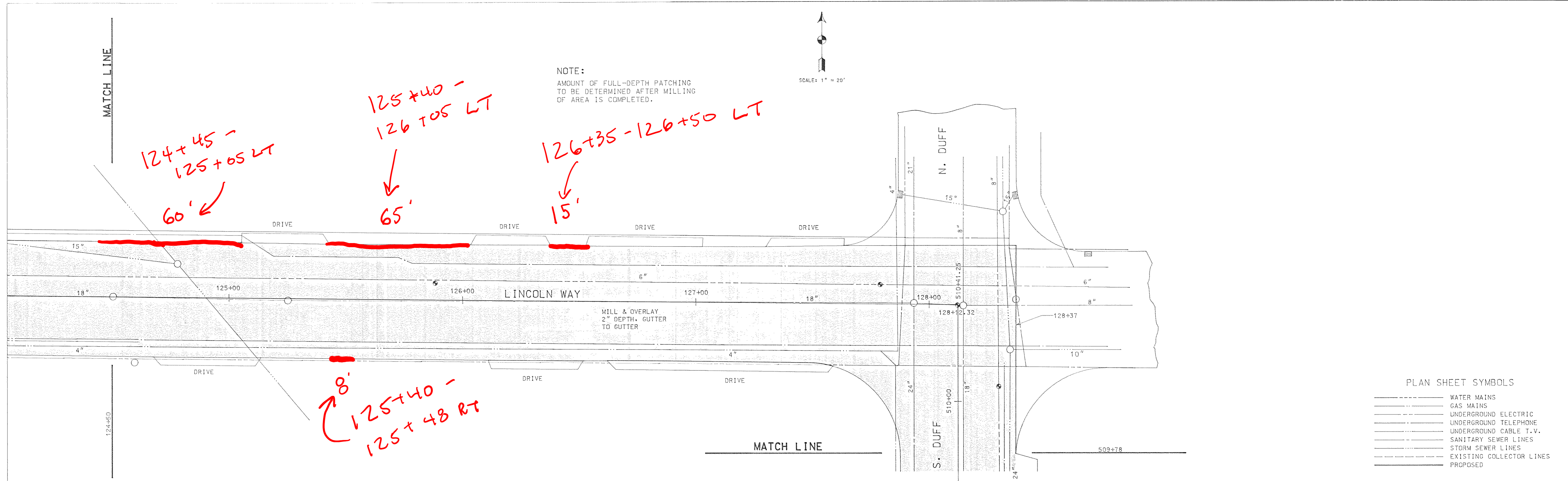
By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
Title: Mayor

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\_\_\_\_.

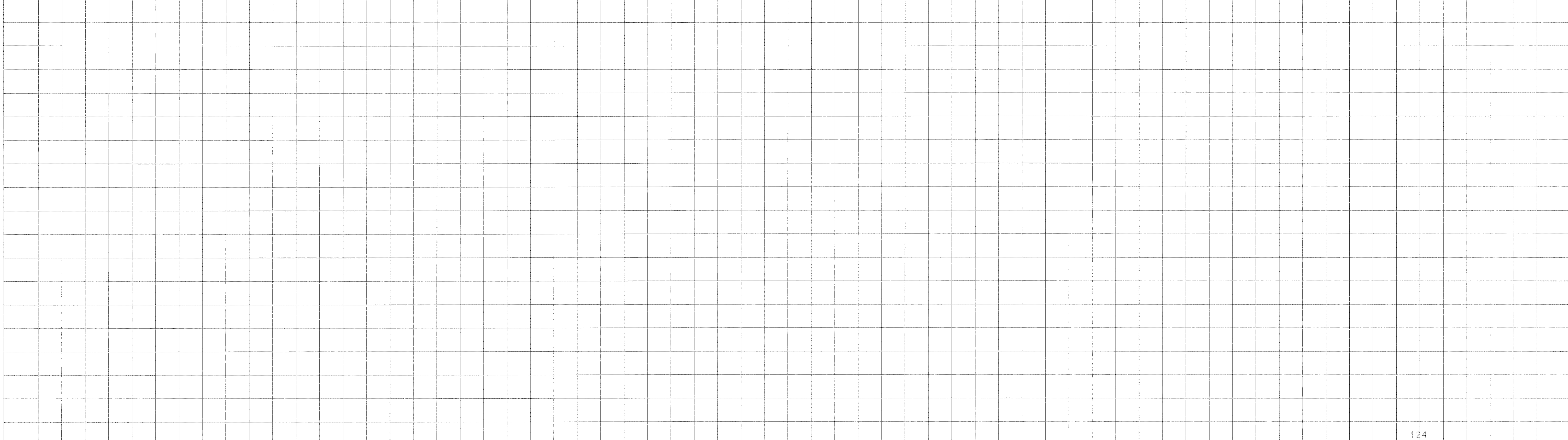
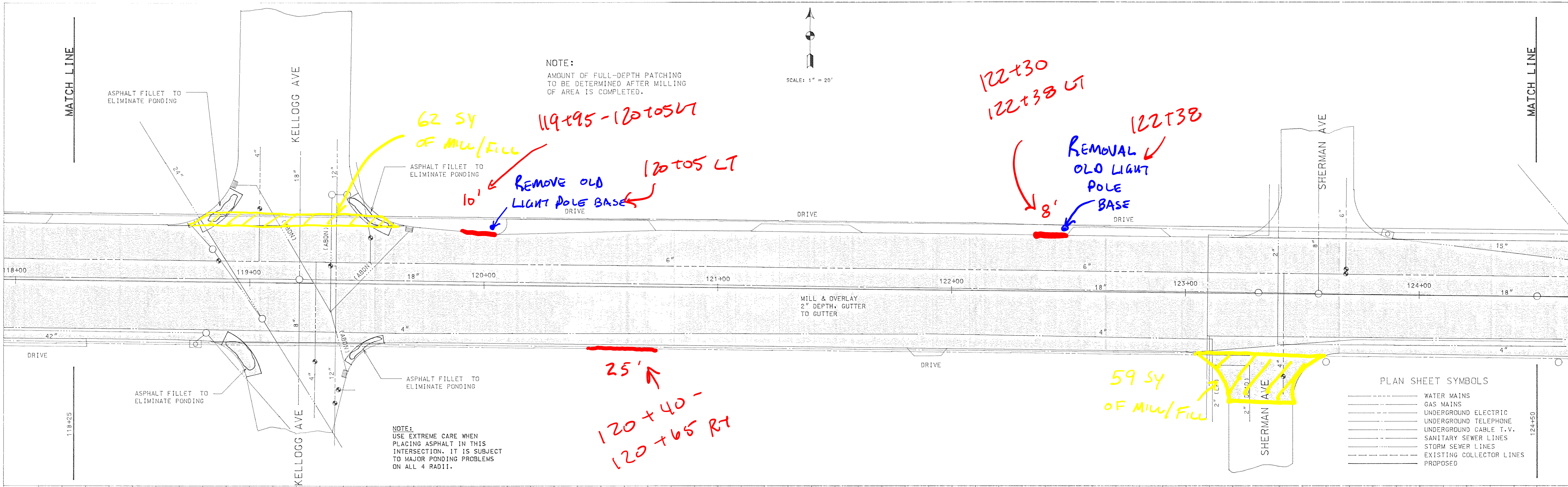
Signed: \_\_\_\_\_  
City Clerk of Ames, Iowa

**IOWA DEPARTMENT OF TRANSPORTATION:**

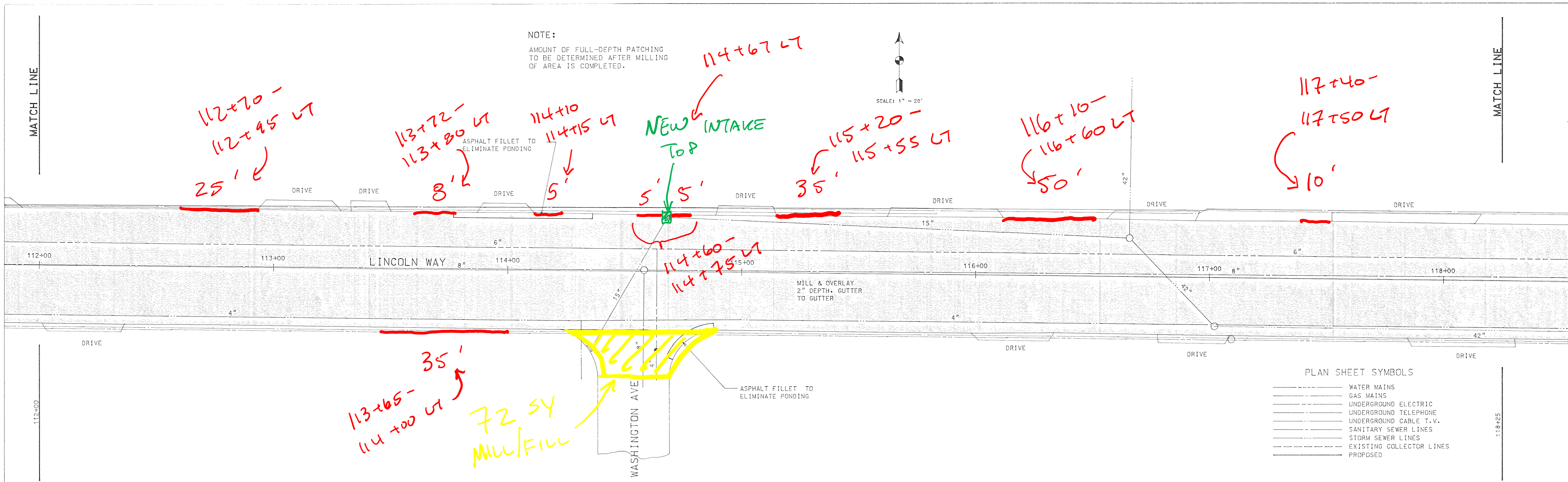
By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
Scott A. Dockstader  
District Engineer  
District 1



125	126	127	128	129	DESIGNED:	CITY OF AMES, IOWA DEPARTMENT OF ENGINEERING	FLD. BK. NO.
					CHECKED:	DUFF/LINCOLN WAY RESURFACING	CONTRACT SHEET...OF...
					APPROVED:		PLAN SHEET...OF...13



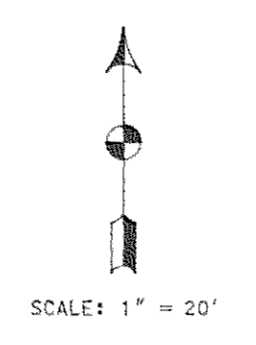
DESIGNED:	CITY OF AMES, IOWA	FLO BK NO.
CHECKED:	DEPARTMENT OF ENGINEERING	CONTRACT SHEET _____ OF _____
APPROVED:	DUFF/LINCOLN WAY RESURFACING	PLAN SHEET _____ OF _____



112	113	114	115	116	117	118	
DESIGNED:						CITY OF AMES, IOWA	FLD BK NO.
CHECKED:						DEPARTMENT OF ENGINEERING	CONTRACT SHEET...OF...
APPROVED:						DUFF/LINCOLN WAY	PLAN SHEET...OF...13
						RESURFACING	



NOTE:  
AMOUNT OF FULL-DEPTH PATCHING  
TO BE DETERMINED AFTER MILLING  
OF AREA IS COMPLETED.

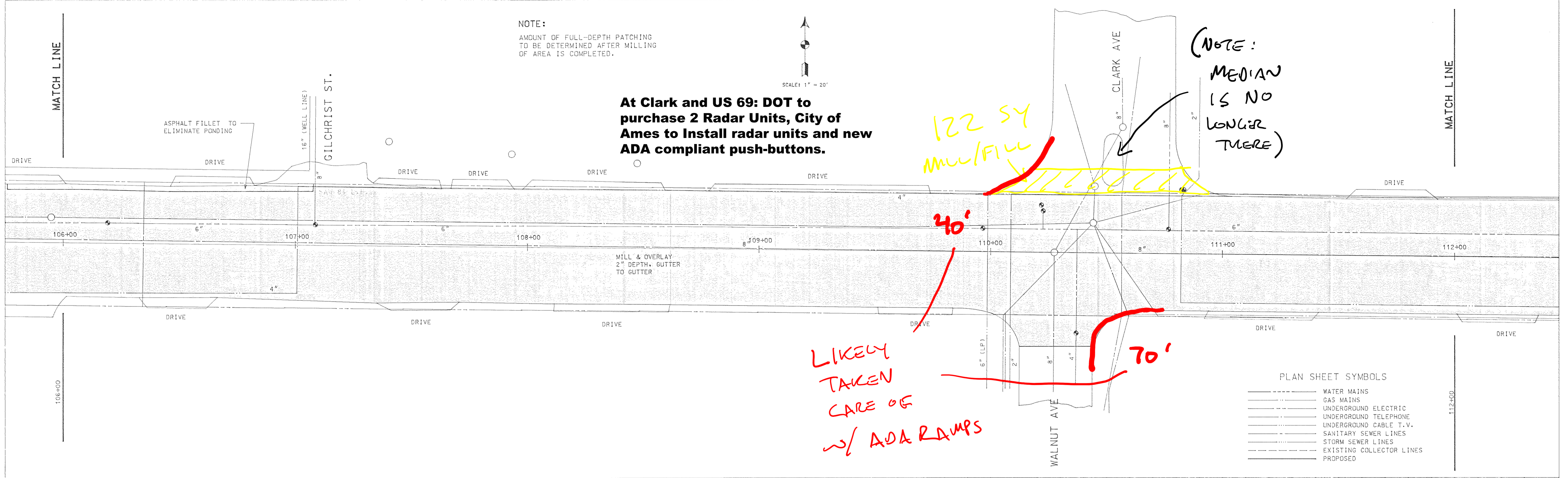


**At Clark and US 69: DOT to purchase 2 Radar Units, City of Ames to Install radar units and new ADA compliant push-buttons.**

(NOTE:  
MEDIAN  
IS NO  
LONGER  
THERE)

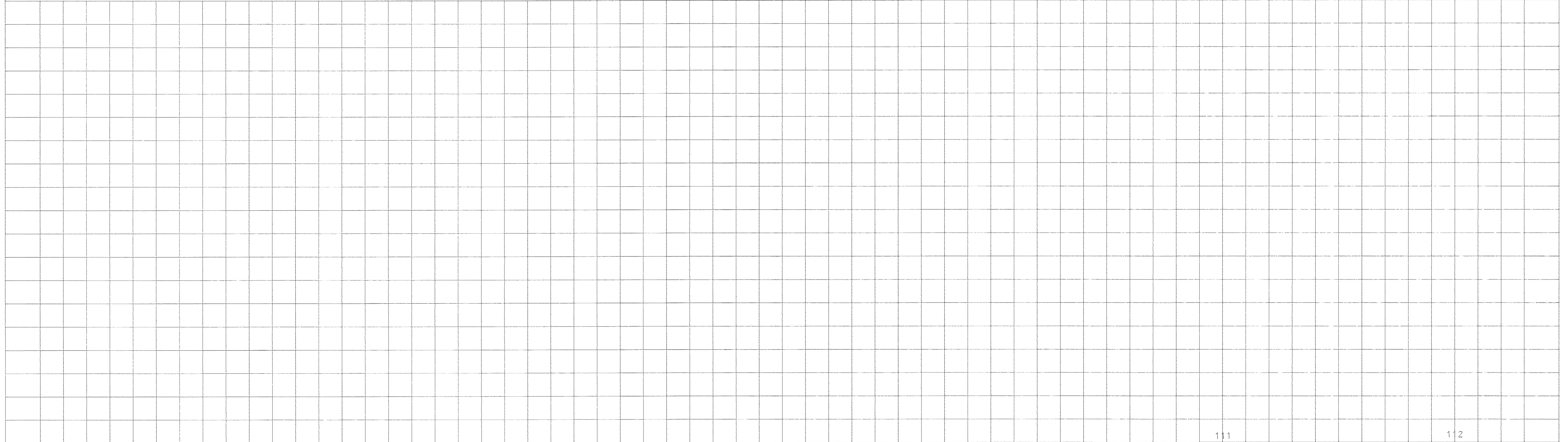
122 SY  
MILL/FILL

40'  
70'  
LIKELY  
TAKEN  
CARE OF  
w/ ADA RAMPS



PLAN SHEET SYMBOLS

---	WATER MAINS
---	GAS MAINS
---	UNDERGROUND ELECTRIC
---	UNDERGROUND TELEPHONE
---	UNDERGROUND CABLE T.V.
---	SANITARY SEWER LINES
---	STORM SEWER LINES
---	EXISTING COLLECTOR LINES
---	PROPOSED



COST ESTIMATE  
CITY OF AMES COSTS

Item No.	Description	Unit	Price/Unit	Quantity	Cost
2213-6745500	REMOVAL OF CURB	STA	\$ 1,700.00	3.6	\$ 6,120.000
2214-5145150	PAVEMENT SCARIFICATION	SY	\$ 10.00	415	\$ 4,150.000
2102-2713070	EXCAVATION, CLASS 13, ROADWAY AND BORROW	CY	\$ 25.00	53	\$ 1,333.333
2123-7450020	SHOULDER FINISHING, EARTH	STA	\$ 400.00	3.6	\$ 1,440.000
2303-0003380	HOT MIX ASPHALT MIXTURE THIN LIFT SURFACE COURSE, 3/8 IN. MIX	TON	\$ 70.00	34.729	\$ 2,431.030
2303-1258346	ASPHALT BINDER, PG 58-34E, EXTREMELY HIGH TRAFFIC	TON	\$ 600.00	2.43	\$ 1,458.618
2401-6745356	REMOVAL OF CONCRETE FOOTINGS OF LIGHT POLES	EACH	\$ 600.00	2	\$ 1,200.000
2435-0250804	INTAKE, SW-508, TOP ONLY	EACH	\$ 3,500.00	1	\$ 3,500.000
2512-1725206	CURB AND GUTTER, P.C. CONCRETE, 2.0 FT	LF	\$ 45.00	369	\$ 16,605.000
<b>TOTAL:</b>					<b>\$ 38,237.981</b>