

COUNCIL ACTION FORM

SUBJECT: NORTH RIVER VALLEY LOW-HEAD DAM IMPROVEMENTS

BACKGROUND:

The City of Ames constructed a low-head dam on the South Skunk River in 1984 to create a pool of water in the primary recharge zone for the aquifer that feeds the City's Downtown Well Field. This provided a means to increase the capacity of these wells during periods of drought. While the City has never promoted recreation at the dam, it is evident that the low-head dam attracts members of the public who use the area for recreation. Low-head dams can pose a serious drowning hazard due to the recirculation effect which occurs immediately downstream. Therefore, in 2013 the City initiated a project to modify the dam with features that create safe recreational opportunities while still allowing for aquifer recharge during drought.

In April 2016, RiverRestoration.org was awarded a contract to design this project. Prior to the start of design, staff hosted a stakeholder input meeting where representatives from the Skunk River Paddlers, Iowa Department of Natural Resources, Prairie Rivers of Iowa, the Parks & Recreation Commission, and an adjacent property owner attended. These stakeholders were able to learn about the project and help develop a list of project goals, beyond the first and foremost goal of improved safety.

In March 2017, staff presented Council with three different alternatives for the project. Alternative A included only the minimal amount necessary to mitigate the safety risk and comply with Iowa DNR requirements. Alternative B included the full in-stream recreation components, and Alternative C added bank-side improvements and park amenities. City Council voted to move forward with Alternative C. With that direction, staff proceeded with completion of the plans and specifications, meeting with the stakeholder groups throughout the design process to get their input.

The majority of the project will take place on City-owned property. However, a small portion of the project to be constructed on the downstream end is owned by Iowa State University. The University has agreed, with provisions for site restoration, to provide construction access in support of the North River Valley Low-Head Dam Improvements. The City is in discussions with Iowa State to acquire this property, but it will likely take time for this to be completed. In the interim, ISU has provided the attached Right of Entry agreement to allow construction of these important safety improvements. The City Attorney's Office has reviewed the agreement and has no objections, but does want Council to be aware that the agreement includes an indemnification clause (paragraph 11).

The project was previously bid in December 2017, but Council rejected the single bid of \$825,899 because it was substantially over the engineer's estimate. Staff worked with the design firm to modify the project specifications, and all of the bank-side seeding and planting work was included as a bid alternate. The specifications also allowed for a longer construction window providing more contractor flexibility. Work under the contract is to be completed by October 30, 2018.

A second notice to bidders was issued on February 27, 2018. The results of the bids are as follows:

Contractor	Base Bid	Bid Alternates	Total Bid
<i>Engineer's Opinion of Probable Cost</i>	\$697,438.00	\$18,916.00	\$ 716,354.00
RW Excavating	\$733,614.88	\$42,920.00	\$ 776,534.88
Shekar Engineering	1,113,876.50	\$24,075.07	\$1,137,951.57

Current funding for the project is as follows:

Grant Funds

Low Head Dam Safety Grant (2009)	\$ 75,000
Low Head Dam Safety Grant (2016)	85,000
Low Head Dam Safety Grant (2017)	112,901
Water Trails Enhancement Grant (2017)	120,000
Subtotal	\$392,901

Local (City) Funds

Water Utility Fund – FY 13/14 CIP	\$ 75,000
Water Utility Fund – FY 16/17 CIP (from Source Water CIP Project)	150,000
Parks System Improvements - FY 15/16 CIP Add Recreation Features	40,000
Local Options Sales Tax	60,000
General Fund (FY 16/17)	150,000
Subtotal	\$475,000

In-Kind Donations/Services

Iowa Whitewater Coalition - confirmed	\$1,000
Hawkeye Fly Fishing Assoc. – confirmed	1,000
Ames Outdoor Alliance – confirmed	1,000
Iowa Department of Natural Resources (construction Inspection services)	71,600
City of Ames Park & Recreation staff (tree removal)	16,000
Subtotal	\$90,600

Total Available Funding **\$958,501**

The current estimated cost for the project is as follows:

<u>Total Project Costs</u>	
Engineering	\$ 126,010
Mussel Survey (permit required)	30,153
Construction (low bid received)	776,535
Construction Inspection	71,600
<u>Contingency</u>	<u>70,887</u>
Total Estimated Project Cost	\$1,075,185

A 10% contingency would be ideal, given the more challenging conditions of the construction. The project funding shown above is short \$116,684. **If Council chooses to proceed with the base bid plus all alternates, staff would make year-end budget amendments to the Low Head Dam project budget using savings from other projects as described below.** This would provide a contingency of just over 9%.

Source Water Protection (Water)	\$50,000
Ada Hayden Monitoring (Water)	\$24,000
North & South River Valley Softball Field Renovation	\$ 7,150
North River Valley Park Baseball Field Removal	\$12,669
<u>Ada Hayden Heritage Park Prairie Restoration</u>	<u>\$22,865</u>
Total	\$116,684

It should be noted that \$74,000 of these projects savings would come from Water Utility CIP projects in the Water Fund, and \$42,684 would come from Parks and Recreation facility project savings from the Local Option Sales Tax Fund.

ALTERNATIVES:

1. a) Award a contract for the base bid plus bid alternates to RW Excavating Solutions of Prairie City, Iowa in the amount of \$776,535.
b) Approve a resolution to enter into a Right of Entry Agreement with Iowa State University for access on the portion of land owned by Iowa State University.
2. a) Award a contract for the base bid only. This would eliminate most of the softscape features on the bank-side (such as seeding, mulching, tree planting) from the scope of the project.
b) Approve the Right of Entry Agreement with Iowa State University.
3. Do not approve a contract or Right of Entry agreement at this time.

CITY MANAGER’S RECOMMENDED ACTION:

As a result of the inherent danger of the City’s low-head dam in North River Valley Park, staff has recommended a modification to the dam that will significantly reduce the downstream recirculation effect. Staff has worked diligently with stakeholders to provide an opportunity to not only increase the safety associated with the City’s low-head dam, but to also create a unique recreational facility not available elsewhere in the community.

The low bid on this project again exceeded the engineer’s estimate. Staff has identified savings from Water Utility CIP projects and from Parks and Recreation CIP projects that will cover the base bid, all bid alternates, and provide a modest contingency. Staff believes that the likelihood of obtaining lower bids by rebidding the project a third time is unlikely.

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

**City of Ames – Iowa State University
N. RIVER VALLEY PARK – LOWHEAD DAM
RIGHT OF ENTRY AGREEMENT**

This Right of Entry Agreement (“Agreement”) is made and entered into as of _____, 2018 by and between Iowa State University of Science and Technology (“ISU”), 1530 Beardshear Hall, 515 Morrill Road, Ames, Iowa 50011, and City of Ames, “Owner”, 515 Clark Avenue, Ames, Iowa ____.

1. **Term.** The term of this Agreement shall commence on April 25, 2018 and expire on December 1, 2018. However, if Owner has completed its use of the Property (as defined below) prior to the expiration date and so states in writing, then this Agreement shall immediately terminate.

2. **Location.** During the Term, ISU grants Owner the right to enter and use the following property owned by ISU (“Property”):

The area east of River Valley Park as shown in Exhibit A and generally described as stream banks along the Skunk River.

See Exhibit A for a depiction of the Property.

3. **Use.** During the Term, Owner and its contractors shall have the right to enter and use the Property solely to support of Owner’s low head dam improvement project located on Owner’s property (“Project”). Owner shall comply with all applicable laws, regulations, ordinances and administrative or government orders when using the Property.

4. **Approval of Plans.** Owner shall submit to ISU for approval Owner’s plans for its use of the Property. ISU shall notify Owner of its approval or rejection of such plans within fourteen days of ISU’s receipt of the plans. ISU’s approval shall not be unreasonably withheld. Owner shall adhere to such approved plans.

5. **Representatives.** Owner shall coordinate its use of the Property with the ISU representative. The ISU representative is Ben Haywood, 515-357-8633, bhaywood@iastate.edu . Owner shall designate at least one representative to serve as the liaison with ISU regarding this Agreement and provide ISU with the contact information for the designated representative(s) Christina Murphy, 515-239-5257, cmurphy@city.ames.ia.us

6. **Access.** Owner's entrance to and exit from the Property shall be over reasonable routes of access designated by the ISU representative in coordination with the Owner’s representative, a minimum of two weeks prior to contractor mobilization. Tree protection will be provided in accordance with the ISU representative. The Owner will notify ISU representative of the contractor start date a minimum of one week prior to construction commencing.

7. **Utilities and Tile Line Crossings.** All crossings of existing sewers, water lines, electric lines, tile lines, or other existing facilities shall be coordinated with and subject to the approval of the ISU representative.

8. **Restoration of Property.** Prior to the expiration of the Term, Owner shall, at its expense, restore the Property to the satisfaction of ISU by removing all soil and debris remaining from Owner’s Project, heavily compacted areas will be mechanically loosened, 6” of topsoil placed and neatly grade any areas on the Property disturbed by Owner’s Project. Disturbed areas will be seeded with ISU approved lawn or native seed mix.

9. **Rights Reserved.** ISU reserves to itself the right to the full use of the Property for any purpose it sees fit which does not interfere with Owner’s rights herein granted.

10. **Liability.** Owner shall promptly reimburse ISU for any damage to the Property caused by Owner or its officers, employees, agents or contractors. Owner shall remain fully liable and is responsible for all work done by any contractor retained by Owner.

11. **Indemnification.** Owner shall indemnify and hold harmless ISU, the Board of Regents – State of Iowa, the State of Iowa and their respective officers, employees and agents from any claims from third parties arising out of the negligent or wrongful acts or omissions of Owner or its officers, employees, agents or contractors.

12. **Insurance.** Owner shall require its contractors who will be present on ISU property to maintain the insurance coverage set forth in Exhibit B.

13. **Notices.** Notices relating to this Agreement shall be in writing and shall be delivered by messenger or overnight carrier to the other party at the address set forth above or such other address as may be given in writing in accordance with this Section. Notice shall be deemed effective upon receipt.

14. **Miscellaneous.** This Agreement (including Exhibits A and B) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, whether written, oral, or implied. This Agreement shall not be modified without the written mutual consent of the parties. The failure of either party to require performance of any term or condition of this Agreement by the other party shall not constitute a waiver to subsequently enforce such term or condition. The invalidity or illegality of one or more provisions of this Agreement shall not affect the enforceability of the remaining provisions. The parties' rights and obligations in this Agreement that, by their nature, would continue beyond the termination of this Agreement shall survive such termination. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which shall not be unreasonably withheld. Nothing in this Agreement creates any partnership or joint venture between the parties. This Agreement shall be construed in accordance with the laws of the State of Iowa, without giving effect to its conflicts of law provisions, and any litigation or actions commenced in connection with this Agreement shall be instituted in a court of competent jurisdiction in the State of Iowa.

15. **Counterparts; Authorization.** This Agreement may be executed in any number of counterparts and delivered by electronic transmission in PDF format. Each party represents and warrants that the person executing this Agreement on its behalf is authorized to do so.

Iowa State University of Science and Technology
By: _____
Name: Paul Fuligni
Title: Associate Vice President for Facilities Planning and Management
Date: _____

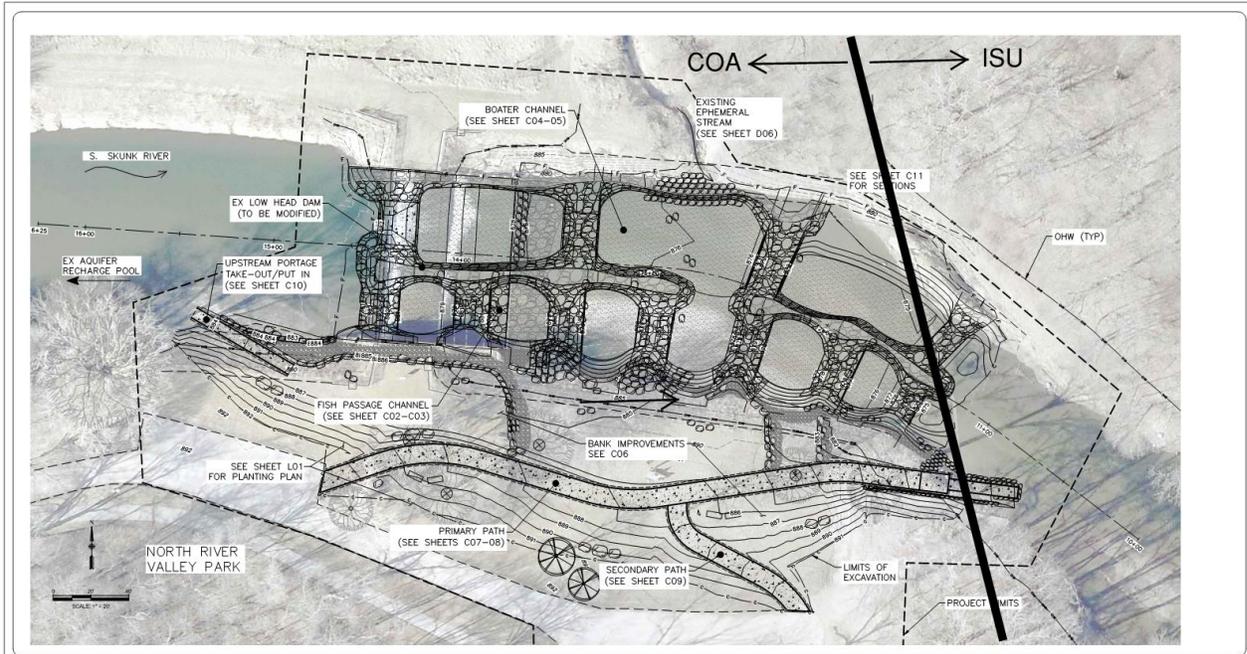
CITY OF AMES, IOWA

By: _____
John A. Haila, Mayor

ATTEST:

By: _____
Diane R. Voss, City Clerk

EXHIBIT A Depiction of Property



NORTH RIVER VALLEY PARK LOW HEAD DAM IMPROVEMENTS SITE PLAN

FINAL REVIEW SET - NOT FOR CONSTRUCTION

No.	REVISION/UPDATE	DATE

CLIENT NAME AND ADDRESS
 CITY OF AMES
 City of Ames
 Water & Pollution Control Dept.
 1000 East 13th Street
 Ames, IA 50010
 www.CityOfAmes.org

DESIGN FIRM NAME AND ADDRESS
 RIVER RESTORATION
 RiverRestoration.org, LLC
 P.O. Box 245
 Carbondale, CO 81623
 www.RiverRestoration.org

PROJECT NAME AND ADDRESS
 North River Valley Park
 Low Head Dam Improvements
 Ames, IA 50010

RDC Project # 23003
 Date November 2017
 Scale 1" = 20' (P&L 502) Sheet CO I

