

RESOLUTION 2970

A RESOLUTION FOR APPROVAL OF COOPERATIVE AGREEMENT FOR PRIMARY
ROAD PROJECT WITH IOWA DOT

WHEREAS, the proposed Cooperative Agreement for Primary Road Project with Iowa DOT has been reviewed by the Mayor, City Council, City Administrator/City Clerk, Public Works Committee, and determined to be a valid request; and

WHEREAS, the City and Iowa DOT now desire to enter into Cooperative Agreement for Primary Road Project. The project scope consists of Hot Mix Asphalt resurfacing on Iowa 58 tied to a project involving a pedestrian crossing at the School Street intersection with Iowa 58 will be improved with the installation of a Rectangular Rapid Flashing Beacon and construct new sidewalk to bring the crossing into compliance with the American with Disabilities Act.; and

WHEREAS, the total cost of the project is \$36,969 with a cost share being split 50/50. The total cost of the city's contribution will not exceed \$21,000. These funds will come from the Street Fund and Public Works Reserve Fund in the fiscal year 2022-2023; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, it is the council's recommendation to approve the Cooperative Agreement for Primary Road Project to install a crosswalk and sidewalk at the intersection of South Hudson Road and School Street and authorize the Mayor to sign the Agreement.

Passed and adopted this 22nd day of August 2022.

George Wessel, Mayor

date of signature

ATTEST:

Chrissi Wiersma, City Administrator/City Clerk, MPA/IaCMC/IaCMFO date of signature

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

County	Black Hawk
City	Hudson
Project No.	UST-058-1(103)--4A-07
Iowa DOT	
Agreement No.	2022-16-126
Staff Action No.	N/A

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Hudson, 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 Iowa 58 within Black Hawk County, Iowa; and

The LPA and the DOT 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 LPA shall be the lead local governmental agency for carrying out the provisions of this agreement.
- b. All notices required under this agreement shall be made in writing to the DOT's and/or the LPA's contact person. The DOT's contact person shall be Mary Kelly, District 2 Design Engineer. The LPA's contact person shall be Jake Hovey, Public Works Director.
- c. The DOT shall be responsible for the development and completion of the following described primary highway project:

Hot Mix Asphalt (HMA) resurfacing on Iowa 58 (NHSX-058-1(100)--3H-07) tied to a project involving a pedestrian crossing at the School Street intersection with Iowa 58 will be improved with the installation of a Rectangular Rapid Flashing Beacon (RRFB) and construct new sidewalk to bring the crossing in to compliance with the Americans with Disabilities Act (ADA). See Exhibit A for location.

2. Project Costs

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$18,485, 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.

3. Environmental, Right-of-Way, Permits and Other Requirements

- a. The LPA shall be responsible for obtaining any necessary permits from the DOT, such as the Work Within the Right-of-Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, or other construction permits required for the project prior to the start of construction. Neither the approval of funding nor the signing of this Agreement shall be construed as approval of any required permit from the DOT.
- b. The DOT shall be responsible for acquisition of all right of way. The LPA shall be responsible for providing, without cost to the DOT, any right-of-way for the project which involves dedicated streets or alleys, and any other LPA-owned lands which are required for the project subject to the condition that the DOT shall reimburse the LPA for the value of improvements situated on such other LPA-owned lands. The LPA has apprised itself of the value of these lands, and as a portion of their participation in the project, voluntarily agrees to make such lands available without further compensation.
- c. In connection with this project any real estate and rights to real estate necessary for right of way at the connection of any city street or alley and a primary highway relocation or reconstruction project, any access road or frontage road right of way if any, and any permanent utility easements which are or which will be under the jurisdiction of the LPA may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract the LPA will receive title from the contract seller and the LPA will accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding will be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA and to acquire real estate or rights in real estate needed by the DOT for the DOT.
- d. Access rights may be acquired by the DOT along all city street intersections within the project limits. Access rights, if acquired, will be in the name of the State of Iowa. The acquisition of access rights will be in accordance with 761 Iowa Administrative Code Chapter 112.11(8) and the 2005 DOT Access Control regulations. If the LPA feels that it is in the best interest of the parties involved to modify the access rights in any way, they may petition the appropriate District Engineer to do so.
- e. If there is a railroad crossing within or near the project work area, the LPA shall obtain the necessary approvals or agreements from the railroad to allow the proposed work to be completed on or around the railroad crossing and / or right-of-way.
- f. If the project requires utility relocations, subject to the approval of and without expense to the DOT, the LPA agrees to perform or cause to be performed all relocations, alterations, adjustments or removals of existing utility facilities, including but not limited to power, telephone lines, fiber optics lines, natural gas pipelines, water mains and hydrants, curb boxes, utility accesses, storm water intakes, sanitary sewers, and related poles, installations and appurtenances, whether privately or publicly owned, and all parking meters, traffic signals and other facilities or obstructions which are located within the limits of an established street or alley and which will interfere with construction of the project and the clear zone. All utility relocations shall be accomplished in accordance with the DOT's Utility Accommodation Policy, as set forth in 761 Iowa Administrative Code, Chapter 115.
- g. 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.

4. Project Design

- a. The DOT or its consultant shall be responsible for the design of all proposed improvements.
- b. The project plans, specifications and engineer's cost estimate shall be prepared and certified by a Professional Engineer licensed to practice in the State of Iowa.
- c. All proposed highway or street improvements shall be designed using good engineering judgment and the American Association of State Highway and Transportation Officials (AASHTO) "Policy on Geometric Design of Highways and Streets", (latest edition).
- d. The project design shall comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways", by the Federal Highway Administration, as adopted by DOT, as per 761 Iowa Administrative Code, Chapter 130.

5. Bid Letting

- a. The LPA shall submit the plans, specifications, estimate, and all other contract documents for review by the DOT. The project may be submitted for letting in phases, in the order of preference as determined by the LPA. All plan submittals shall be in accordance with the Major Project schedule, as shown on the Instructional Memorandum to Local Public Agencies 3.010, Project Development Submittal Dates and Information, published by the DOT's Local Systems Bureau.
- b. The project will be let by the DOT in accordance with its normal letting procedures. As a condition for the DOT to let the project, the LPA agrees that the LPA has the financial resources to proceed with the project if bids submitted are 110% of the project cost estimate or less. If the LPA is a city, the LPA shall comply with the public hearing requirements of the Iowa Code section 26.12.
- c. When let by the DOT, 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.
- d. The DOT shall be the contracting authority for the project.

6. Construction & Maintenance

- a. The DOT 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 work on this project shall be in accordance with the approved plans and specifications. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
- c. 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 (except service connections), 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.

- d. New lighting and/or traffic signal construction for this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150. The LPA shall construct traffic signal installations all at no cost to the DOT. If constructed, the LPA shall accept ownership of and responsibility for future energy and maintenance costs of those lighting and/or traffic signal units which lie within the corporate boundaries.
- e. 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.
- f. 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. Traffic Control

- a. Iowa 58 through-traffic will be maintained during the construction.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" as per 761 Iowa Administrative Code, Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

8. Payments and Reimbursements

- a. The DOT will make initial payments to the consultant(s) and contractor(s) for construction costs from the Primary Road Fund. Upon completion of the project, the LPA shall reimburse the DOT for its share of the project costs. Reimbursement will be provided to the DOT either by a warrant or voucher from the LPA, or by crediting the Primary Road Fund from the funding sources provided to the LPA by this agreement.

9. General Provisions

- a. The LPA shall maintain records, documents, and other evidence in support of the work performed under the terms of this agreement. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures. Documentation shall be made available for inspection and audit by authorized representatives of the DOT and / or the Federal Highway Administration (FHWA), or their designees at all reasonable times. The LPA shall provide copies of said records and documents to the DOT upon request. The LPA shall also require its contractors to permit authorized representatives of the DOT and / or the FHWA to inspect all work materials, records, and any other data with regard to agreement related costs, revenues and operating sources. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final amendment / modification to the project in the FHWA's Fiscal Management Information System (FMIS). Upon receipt of such approval by FHWA, the DOT will notify the LPA of the record retention date.
- b. In accordance with Title VI of the Civil Rights Acts of 1964 and Iowa Code Chapter 216 and associated subsequent nondiscrimination laws, regulations and executive orders, the LPA shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The LPA agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the

DOT's application review and approval process, plan and construction reviews, and funding participation.

- d. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- e. This agreement is not assignable without the prior written consent of the DOT.
- f. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- g. In case of dispute concerning the terms of this agreement, 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. The DOT and the LPA 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.
- h. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- i. 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.

February 2017

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2022-16-126 as of the date shown opposite its signature below.

CITY OF HUDSON:

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____.

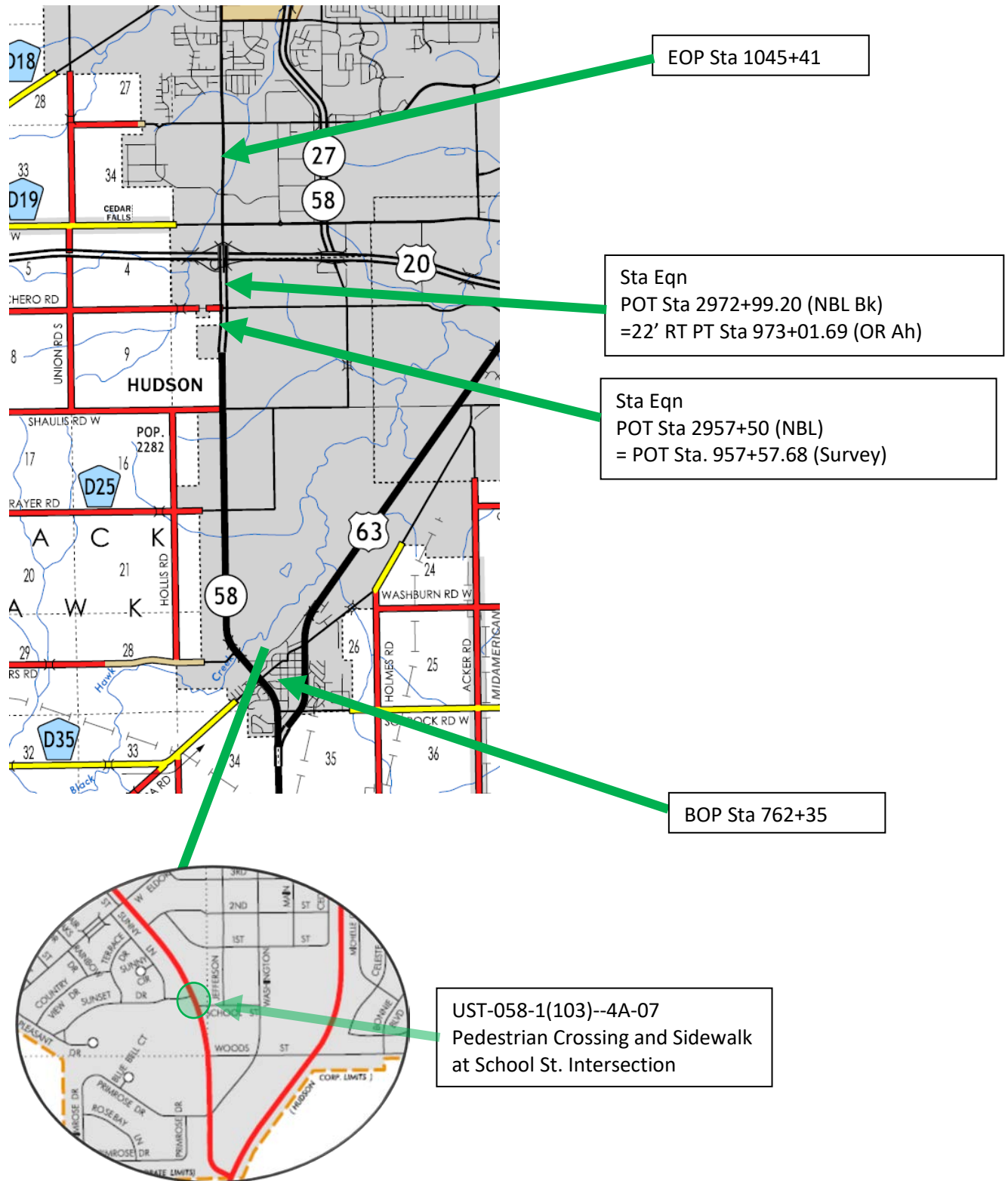
Signed: _____

City Clerk of Hudson, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.

E. Jon Ranney P.E./P.L.S.
District Engineer
District 2



Cost Estimate
IA 58 ADA and Ped Crossing Signal at School St in Hudson
5/26/2022

Item	Units	Total units	Unit Cost	Total Cost
6" Sidewalk	SY	21	\$ 65.00	\$ 1,358
4" Sidewalk	SY	76	\$ 51.00	\$ 3,859
Detectable Warning	SF	30	\$ 50.00	\$ 1,500
Class 13, Waste	CY	143	\$ 15.00	\$ 2,140
Ped Signal	LS	1	\$ 12,000.00	\$ 12,000
Erosion Control	LS	1	\$ 1,500.00	\$ 1,500
Pavement Marking	Sta	2	\$ 15.00	\$ 23
Const Survey	LS	1	\$ 1,000.00	\$ 1,000
Traffic Control	LS	1	\$ 500.00	\$ 500
Flaggers	each	6	\$ 515.00	\$ 3,090
Mobilization	LS	1	\$ 10,000.00	\$ 10,000
			Total Cost =	\$ 36,969
			50% City Share	\$ 18,485
			50% DOT Share	\$ 18,485