City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager MSP-W

FROM: Randall M. Krauel, Director of Public Works RMK

DATE: October 9, 2019

SUBJECT: West Street Resurfacing – 2020

- Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project

The Iowa Department of Transportation has prepared and submitted an Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project (copy attached). The funding is for Hot Mix Asphalt resurfacing with milling on West Street from 7th Street to 18th Street.

Surface Transportation Block Grant Program funds are provided for reimbursement of 80% of eligible costs up to a maximum amount of $600,000.00 of Program funds. The currently budgeted costs for the West Street segment is as follows:

Design	$125,000.00
Construction	$750,000.00
Total	$875,000.00

The West Street segment is a part of the larger Street Resurfacing – 2020 project.

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution accepting the Iowa Department of Transportation Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project for the West Street resurfacing.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE IOWA DEPARTMENT OF TRANSPORTATION AGREEMENT NO. 3-19-STBG-SWAP-19 FOR A SURFACE TRANSPORTATION BLOCK GRANT PROGRAM FEDERAL-AID SWAP PROJECT FOR WEST STREET RESURFACING.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that contracts made by the City be approved by the City Council; and,

WHEREAS, the Iowa Department of Transportation has prepared and submitted Agreement No. 3-19-STBG-SWAP-19 for a Surface Transportation Block Grant Program Federal-aid Swap Project for West Street resurfacing; and,

WHEREAS, the City Council has determined that Agreement No. 3-19-STBG-SWAP-19 is in the best interests of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that Iowa Department of Transportation Agreement No. 3-19-STBG-SWAP-19 for a Surface Transportation Block Grant Program Federal-aid Swap Project for West Street resurfacing is accepted, and the Mayor and City Clerk are authorized to execute the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 14th day of October, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

June 2018

IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project

Recipient: City of Carroll

Project No.: STBG-SWAP-1125(618)--SG-14

Iowa DOT Agreement No.: 3-19-STBG-SWAP-19

This is an agreement between the City of Carroll, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.

2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Christy VanBuskirk, and Western Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the City Public Works Director.

3. The Recipient shall be responsible for the development and completion of the following described STBG project:

   HMA Resurfacing with milling, on West Street, from 7th Street to 18th Street

4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.

5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STBG Federal-aid Swap funds. The portion of the project costs reimbursed by STBG Federal-aid Swap funds shall be up to $ 600,000 for the following phases of work as stipulated by the Region XII Council of Governments:

$ 0.00	Preliminary Engineering
$ 0.00	Construction Engineering
$ 0.00	Right-of-Way
$ 600,000.00	Construction
$ 0.00	Other (please specify) _____.

6. The Recipient shall pay for all project costs not reimbursed with STBG Federal-aid Swap funds.

7. If the project described in Section 3 drops out of the Region XII Council of Governments current TIP or the approved current STIP prior to obligation of funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.

8. The Recipient shall let the project for bids through the Department.

9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

10. It is the intent of both parties that no third party beneficiaries be created by this agreement.

EXHIBIT 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.

b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient 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 Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.

d. The Recipient agrees to indemnify, defend, and hold the Department 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 Department's application review and acceptance process, plan and construction reviews, and funding participation.

e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.

b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design and Consultant Services

a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

7. Construction.

a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.

b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.

c. 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" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.

d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: https://www.iowadot.gov/erl/index.html.

e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.

b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.

c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.

e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:

   i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
   ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.