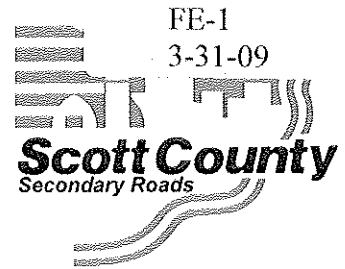


**SCOTT COUNTY ENGINEER'S OFFICE**

518 West Fourth Street  
Davenport, Iowa 52801-1106

(563) 326-8640  
FAX – (563) 326-8257  
E-MAIL - [engineer@scottcountyiowa.com](mailto:engineer@scottcountyiowa.com)  
WEB SITE - [www.scottcountyiowa.com](http://www.scottcountyiowa.com)



JON R. BURGSTRUM, P.E.  
County Engineer

RUSSELL A. STUTT, P.E.  
Assistant County Engineer

MEMO

TO: Dee F. Bruemmer  
County Administrator

FROM: Jon Burgstrum  
County Engineer

SUBJ: Authorization for Chairman, Board of Supervisors to Sign IDOT Agreement

DATE: April 2, 2009

Approval of resolution for the Chairman of the Scott County Board of Supervisors to sign the IDOT agreement for use of Traffic Safety Funds for Scott County Project L-TSF-C082(41)—74-82. This agreement authorizes the use of State Funds for the project of installing an early warning sign with a flasher activated light at the intersection of US 61 and County Road Y48. An example of this type of signal, can be viewed at the intersection of S. Concord and River Drive.

**IOWA DEPARTMENT OF TRANSPORTATION  
AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT FUNDING  
(Traffic Control Device)**

**RECIPIENT: Scott County, Iowa**

**COUNTY: Scott**

**PROJECT NO.: L-TSF-C082(41)--74-82  
Formerly :TSF-61-5(135)--92-82**

**AGREEMENT NO.: 2009-TS-016**

**T**his is an agreement between Scott County, Iowa (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the DOT). The Recipient submitted an application to the DOT for funding through the Traffic Safety Improvement Program under Iowa Code Section 312.2(15), and the application was approved by Transportation Commission Order No. H-2008-50 on, February 12, 2008.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules, the DOT agrees to provide funding to the Recipient to aid in the development of a certain Traffic Safety Improvement project.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties 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 DOT's and/or the Recipient's contact person. The DOT's contact person shall be the District 6 Local Systems Engineer in Cedar Rapids, Iowa. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following described Traffic Safety Improvement project:

Signal phasing will be changed and an early warning sign with flasher activated light will be installed at the intersection of U.S. 61 and County Road Y48. Project approval was based on removing the overhead sign support from the original concept and will be utilizing pedestal mounts

for the early warning sign with flashers. See Exhibit A-1 for the location of the project and Exhibit A-2 for the original estimated project cost.

The Recipient will be responsible for all phases of development and construction, with the exception of the design work which will be performed by the Department's Office of Traffic and Safety.

4. Eligible project costs for the project described in paragraph 3 of this agreement which are incurred after the effective date of Commission Approval shall be paid from Traffic Safety Improvement funds and other funds as listed below, subject to the execution of a signed agreement:

Traffic Safety Improvement Funds:	\$55,000
-----------------------------------	----------

5. The portion of the total project costs paid by Traffic Safety Improvement funds shall not exceed the amount stated above (\$55,000) or the actual cost of the Traffic Safety Improvement eligible items, whichever is the smaller amount.
6. The recipient shall maintain records, documents, and other evidence in support of work performed under the terms of this contract. 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 or its designee at all reasonable times during the period of the contract and for three (3) years after the date of final payment. Reimbursement shall be based on eligible actual and indirect costs associated with performance of contract service work. The recipient shall provide copies of said records and documents to the DOT upon request.

The recipient shall require its contractors to permit the DOT authorized representative to inspect all work materials, records, and any other data with regard to agreement related costs, revenues and operating sources.

7. The Recipient shall initiate project activities in a timely manner. The proposed project completion date is December 31, 2009. If construction of the project has not been completed by this date, this agreement shall be considered to be in default. The Recipient may request the approval of the DOT to revise the completion date. The request must be in writing and be submitted thirty (30) days prior to the completion date as shown above.
8. A clear zone will be established as part of this project. The clear zone to the face of the signal poles/controller shall be whichever of the following provides the greater clearance:
- A. 18 feet from the edge of the traveled way along U.S. 61.
  - B. 18 feet from the edge of the traveled way along County Road Y48.

- C. In areas of auxiliary lanes and/or corner radii/tapers, 10 feet from the back-of-curb or edge of slab.
- D. Within the entire project limits, all fixed objects, including signal poles/controller, shall be located/relocated to meet the clear zone established above.
- E. Any fixed object, existing or new, that causes a sight restriction that would interfere with the visibility of the signal indications shall be relocated or removed.
- F. The DOT Office of Traffic and Safety may approve exceptions on a case-by-case basis

Within all intersection radii/tapers, all other fixed objects shall be relocated to meet the clear zone established above.

- 9. For projects which include the installation or modification of traffic signal systems, the following shall apply:
  - A. There will be a minimum of one mast-arm mounted signal head with back plate for each incoming through or left-turn lane. In addition there will be one signal head, side of pole mounted, on the far right side pole.
  - B. Combination signal/lighting pole shall be used to minimize the number of fixed objects
  - C. Interconnection and coordinated traffic signal timing plans shall be developed for the traffic signals if there are two or more other signal installations within ½ mile of the subject access to provide for progressive traffic flow. Said plans shall be reviewed and approved by the DOT Office of Traffic and Safety.
  - D. Pedestrian activated signals shall be provided for all pedestrian movements and timed in accordance with the current MUTCD.
  - E. The concrete pad for the controller shall extend no more than 4 inches above the ground line.
  - F. Where the distance from the stop bar to the signal indication is in excess of 150 feet, there shall also be a near side signal head.
  - G. Dilemma zone protection shall be provided if the 85<sup>th</sup> percentile speed is at / over 35 mph.
  - H. Signals phasing will change for left-turns off of U.S. 61 from permissive to protected-only.
- 10. The project plans, specifications and engineer's cost estimate for site specific improvements and/or traffic control devices shall be prepared and certified by a professional engineer

licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other contract documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient. However, the plans, specifications and other contract documents for each division must be submitted at least ten weeks (traffic control devices) or fourteen weeks (site specific project) prior to the project letting of each division. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.

11. Prior to final reimbursement for the project, the Recipient shall furnish three sets of "as-built" plans for any portion of the project which is on or intersects any primary road or primary road extension to the DOT's contact person for future maintenance and road design purposes.
12. In the event that right-of-way is required for the project listed in paragraph 3 of this agreement, said right-of-way shall be acquired in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. The Recipient shall submit preliminary right-of-way plans to the DOT's Office of Right-of-way for review and approval prior to the commencement of any acquisition. Additionally, if said right-of-way is for an improvement to the Primary Road System, it shall be acquired in the name of the State of Iowa.
13. The Recipient shall be responsible for obtaining any permits, such as the Right to Occupy and/or Perform Work Within the Right-of-Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to the start of construction. Neither the approval of the Traffic Safety application for funding nor the signing of this agreement shall be construed as approval of any required permit from the DOT.
14. The Recipient shall develop all site specific improvements using good engineering judgment. The Recipient shall use "A Policy on Geometric Design of Highways and Streets", (latest edition), by the American Association of State Highway and Transportation Officials and/or the "The Manual on Uniform Traffic Control Devices for Streets and Highways", by the Federal Highway Administration, as a guide.
15. If this project requires the installation of or modification to a traffic control signal system, the Recipient shall be responsible for all future ownership, maintenance, and energy costs of said installation or modification.
16. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules. For portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three (3) bidders, hold a public letting and award contracts for the project work. DOT concurrence in the award

must be obtained prior to the award. The Recipient shall provide the DOT file copies of project letting documents within five (5) days after letting.

Additionally, for projects where Federal highway funds, Farm-to-Market funds, or other Federal funds are used to match Traffic Safety Improvement funds, the Recipient shall also follow all administrative and contracting procedures which would normally be used when such funds are used on a non-Traffic Safety Improvement project. The Recipient shall comply with all requirements for the use of said funds.

17. The Recipient shall certify to the DOT's contact person that all known environmental permits have been received and that all environmental regulations have been complied with before Traffic Safety Improvement funds are reimbursed or credited.
18. Project activities or costs eligible for Traffic Safety Improvement funding include only those items set out in Exhibit B which is attached hereto and by this reference incorporated into this agreement.
19. Activities or costs ineligible for Traffic Safety Improvement funding include but are not limited to those items set out in Exhibit C which is attached hereto and by this reference incorporated into this agreement.
20. The Recipient hereby certifies that, for a period of ten (10) years following completion of project and receipt of final payment from the DOT, there shall be no modifications in the geometric features, the construction features, or the access management features (including driveway design and location) of the project, nor shall there be any fixed objects or obstructions placed in any clear zone established in conjunction with this project without the prior written approval of the Office of Traffic Engineering and Safety. Failure to comply shall be considered a default under the terms of this agreement.
21. This agreement shall be considered to be in default if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations.
22. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Reimbursement claims shall include certification by a professional engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been completed in substantial compliance with the terms of this agreement.
23. The Department shall reimburse the Recipient for properly documented and certified claims for eligible project activity costs, less a withholding of 5% of the Federal and / or State share of construction costs, either by state warrant or by crediting other accounts from which payment may have been initially made. If upon final audit, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the

Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal or State funds withheld.

24. Upon completion of the project described in this agreement, a professional engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement. Final reimbursement of Traffic Safety Improvement funds shall be made only after the DOT accepts the project as complete.
25. The Recipient shall be responsible for the daily inspection of the project, and the compilation of a daily log of materials, equipment and labor on the project.
26. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to Recipient by certified mail return receipt requested, to declare this agreement in default. The Recipient shall have thirty (30) days from date of mailing of notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period to cure default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or notice of continued default.
27. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of Traffic Safety Improvement funds granted by this agreement through charges against the Recipient's road use tax funds.
28. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
29. The Recipient 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, or inspection 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.
30. In accordance with Iowa Code Chapter 216, 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.
31. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work

covered by this agreement. Efforts shall be made and documented in accordance with Exhibit D which is attached hereto and by this reference incorporated into this agreement.

32. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
33. This agreement is not assignable without the prior written consent of the DOT.
34. It is the intent of both parties that no third party beneficiaries be created by this agreement.
35. 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. 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.
36. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
37. This agreement as set forth in paragraphs 1 through 37 herein, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.



IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2009-TS-016 as of the date shown opposite its signature below.

**Scott County, Iowa:**

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

I, \_\_\_\_\_, certify that I am the Auditor of the County, and that \_\_\_\_\_, who signed said Agreement for and on behalf of the County was duly authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the County, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

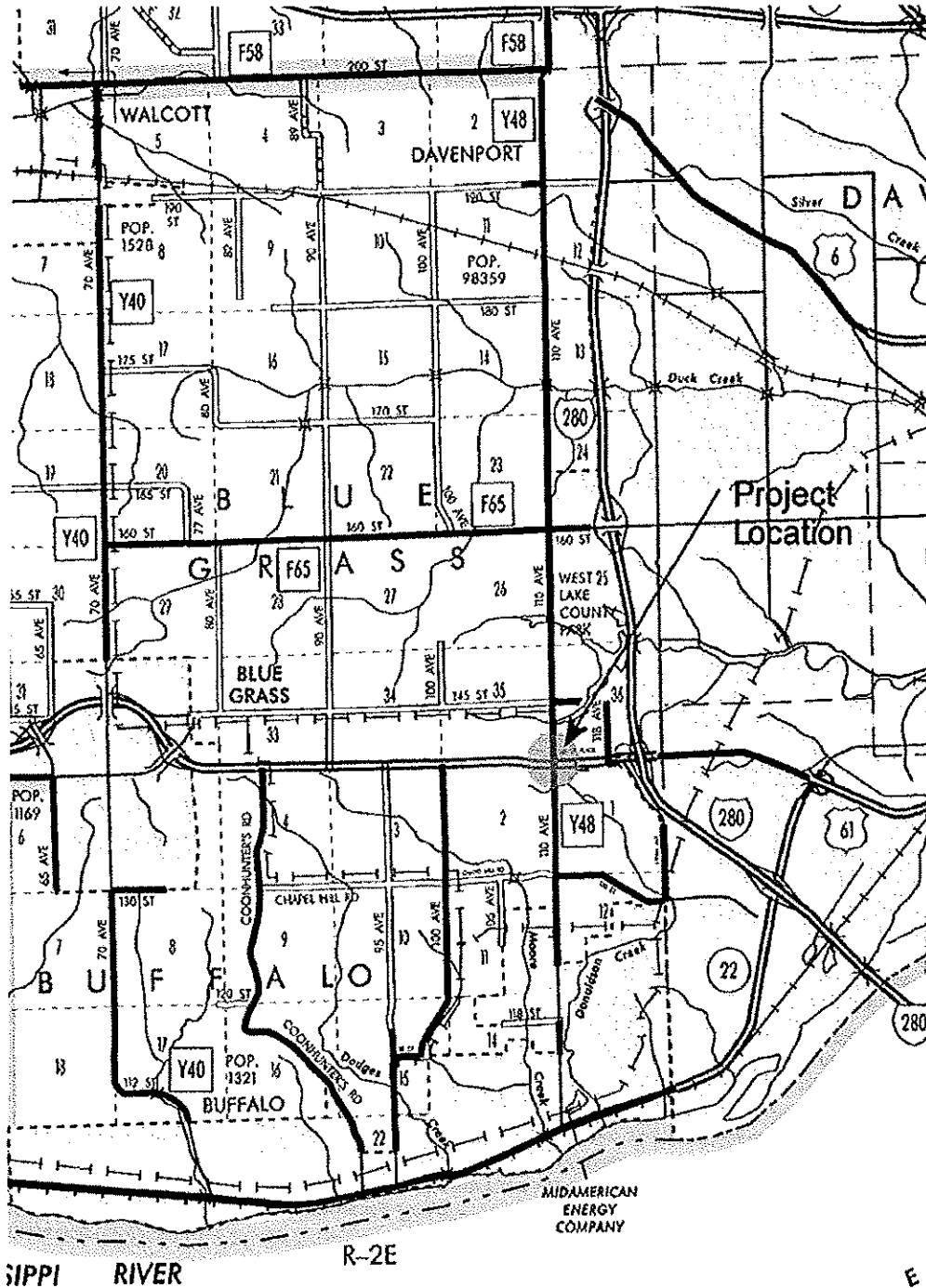
Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
Scott County Auditor

**Iowa Department of Transportation:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
Steve Gent  
Director,  
Office of Traffic and Safety

EXHIBIT A-1

Traffic Safety Improvement Program  
Intersection of U.S. 61 and Scott County Road Y48  
August, 2007



Project Location Map

10  
EXHIBIT A-2

**Traffic Safety Improvement Program**  
**Intersection of U.S. 61 and Scott County Road Y48**  
**August, 2007**  
**Estimated Construction Costs**

C

Item	Unit	Unit Cost	Estimated Quantity	Total Cost
Overhead Sign Support Structure	LS	50,000.00	1.0	45,000.00
Signs and Flashing Beacons	LS	10,000.00	1.0	10,000.00
Handholes	EACH	1,000.00	3.0	3,000.00
Electrical Circuit	LF	10.00	500.0	5,000.00
Modification of Signal Controller	LS	1,500.00	1.0	1,500.00
Mobilization and Traffic Control	LS	7,500.00	1.0	7,500.00
Contingency and Misc Items (20%)	LS	14,000.00	1.0	14,000.00
<b>Estimated Construction Cost</b>				<b>86,000.00</b>
Design, Administration, CRS				14,000.00
<b>Total Project Cost</b>				<b>100,000.00</b>
Local Match (Scott County) 15%				15,000.00
<b>Requested Safety Funds</b>				<b>85,000.00</b>

**EXHIBIT B**  
**(Traffic Control Devices)**

Project activities or costs eligible for Traffic Safety Improvement funds include only the following:

- a. The cost of materials purchased for initial installation of traffic control devices or replacement of obsolete traffic control devices to comply with the applicable warrants in the Manual on Uniform Traffic Control Devices (MUTCD) adopted in 761 Iowa Administrative Code 130.1(321), shall be eligible for funding.

12  
**EXHIBIT C**  
**(Traffic Control Devices)**

Activities and costs ineligible for Traffic Safety Improvement funds include but are not limited to:

- a. Any and all costs incurred prior to Transportation Commission approval of funding.
- b. Maintenance or energy costs for traffic control devices or lighting.
- c. Installation costs.

**EXHIBIT D**  
**UTILIZATION OF**  
**TARGETED SMALL BUSINESS (TSB) ENTERPRISES ON**  
**NON-FEDERAL AID PROJECTS**  
**(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7 and 541 Iowa Administrative Code (IAC) Chapter 4, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Department of Inspections and Appeals (515-281-7357) or from its website at: <http://www.iowai.net/iowa/dia/tsb>
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the projects sub-contractible items, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
  - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)," or a similar document developed by the Recipient. This contract provision is available on-line at:  
[http://www.dot.state.ia.us/local\\_systems/publications/tsb\\_contract\\_provision.pdf](http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf)
  - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
  - a) Identifying the TSB goal in the RFP, if one has been set.
  - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted, a list of TSB firms that responded with a subcontract proposal, and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, EEO Administrator, Office of Contracts, 800 Lincoln Way, Ames, IA 50010.

**CHECKLIST AND CERTIFICATION**  
**For the Utilization of Targeted Small Businesses (TSB)**  
**On Non-Federal-aid Projects (Third-Party State-Assisted Projects)**

Recipient: \_\_\_\_\_ Project Number: \_\_\_\_\_

County: \_\_\_\_\_ Agreement Number: \_\_\_\_\_

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals?  
 YES  NO

If no, explain \_\_\_\_\_

2. Were qualified TSB firms notified of project?  YES  NO

If yes, by  letter,  telephone,  personal contact, or  other (specify) \_\_\_\_\_

If no, explain \_\_\_\_\_

3. Were bids or proposals solicited from qualified TSB firms?  YES  NO

If no, explain \_\_\_\_\_

4. Was a goal or percentage established for TSB participation?  YES  NO

If yes, what was the goal or percentage? \_\_\_\_\_

If no, explain why not: \_\_\_\_\_

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts?  YES  NO

If no, what action was taken by Recipient? \_\_\_\_\_

Is documentation in files?  YES  NO

6. What was the dollar amount reimbursed to the Recipient from the Iowa Department of Transportation?  
What was the final project cost?  
What was the dollar amount performed by TSB firms?

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

Name(s) and address(es) of the TSB firm(s) \_\_\_\_\_  
(Use additional sheets if necessary)

Was the goal or percentage achieved?  YES  NO

If no, explain \_\_\_\_\_

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date