

SCOTT COUNTY ENGINEER'S OFFICE

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MEMO

TO: Mahesh Sharma
County Administrator

FROM: Angie Kersten, P.E.
County Engineer

SUBJ: Intersection Improvement Project Funding Agreement

DATE: March 23, 2021

This resolution is to approve a funding agreement between Scott County and the Iowa Department of Transportation (Iowa DOT) for four intersection improvement projects. Intersection improvements will be constructed at U.S. Highway 61 and 110th Avenue, 140th Street Place and 110th Avenue, 112th Avenue/Oak Street and U.S. Highway 61, and the median area on U.S. Highway 61 at 112th Avenue.

Over the past year, we have been working with our engineering design consultant, IIW, P.C., and the Iowa DOT to prepare plans for safety improvements at these intersections. The improvements include building a right turn lane on 110th Avenue at the north leg of the intersection with U.S. Highway 61, building a right turn lane on 140th Street Place at the east leg of the intersection with 110th Avenue, building a restricted crossing U-turn median on U.S. Highway 61 at the intersection with 112th Avenue/Oak Street, and making minor improvements to both the north and south legs of the intersection of 112th Avenue/Oak Street with U.S. Highway 61.

This project is in FY2021 of our Five-Year Construction Program. Construction project costs will be paid by our department with local funds. The Iowa DOT will reimburse our department \$200,000 with funds through the County-State Traffic Engineering Program (C-STEP), a cooperative program for safety improvements on the rural portion of the State Primary Road System.

I recommend entering into an agreement with the Iowa DOT for C-STEP funding on this project. Included with this memo is the agreement and a project location map.

April 2008

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR
COUNTY-STATE TRAFFIC ENGINEERING PROGRAM
(C-STEP) PROJECT**

County: Scott

Project Number: CST-061-5(149)--4C-82

Iowa Department of Transportation
Agreement Number: 6-21-CSTEP-005

Staff Action No.: 21-0399

This is an agreement, between Scott County, (hereinafter called the Recipient), and the Iowa Department of Transportation, (hereinafter called the Department), to enter into an agreement for joint or cooperative action by resolution or otherwise pursuant to the laws of the governing bodies involved.

The Department provides funds through the County-State Traffic Engineering Program (C-STEP), a cooperative program for safety or operational improvements on the rural portion (outside corporate limits) of the State Primary Road System. These relatively low-cost solutions are designed to improve traffic flow and reduce crashes on rural sections of the primary highways.

The Department has made these funds available for reimbursement and will share eligible construction and right-of-way costs in the ratio of 55% Department funds and 45% local funds up to a maximum amount in Department funds of \$200,000 for any single "spot improvement". The Recipient will furnish the engineering and project supervision.

C-STEP program funds are also available for reimbursement for a "linear improvement" where the Department share is based on the type of work and ownership following project completion. When the Department retains jurisdiction of the subject roadway, reimbursement will be 30% with a maximum of \$45,000 per mile for rehabilitation projects or \$75,000 per mile for reconstruction projects. When the Recipient assumes jurisdiction of the subject roadway, reimbursement will be 60%, with a maximum of \$90,000 per mile for rehabilitation projects or \$150,000 per mile for reconstruction projects. In all cases the Recipient will furnish the engineering and project supervision.

A "spot improvement" shall mean a limited improvement project or a division of a project such as intersection reconstruction; and a "linear improvement" shall mean an improvement project such as highway widening, rehabilitation, and reconstruction.

The Recipient proposes to develop and complete the following described spot improvement project:

On US 61 west of I-280 including construction of turning lanes at the intersection with 110th Ave and a Restricted Crossing U-Turn (RCUT) at 112th Ave.

Pursuant to the terms of this agreement, applicable statutes, and Administrative Rules, the Department agrees to provide C-STEP funding to the Recipient for the authorized and approved costs for eligible items associated with said improvements.

In consideration of the foregoing and 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 and shall be responsible for the development and completion of the C-STEP project.
2. All notices required under this agreement shall be made in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems Project Development Engineer, Christy VanBuskirk, and Eastern Region Local Systems Field Engineer, Kent L. Ellis. The Recipient's contact person shall be the Scott County Engineer.
3. The Department will share eligible construction and right-of-way costs as indicated below:

☒ SPOT IMPROVEMENT

Department Share	Recipient Share	Department Maximum	Estimated Cost
55%	45%	\$200,000	\$523,932

4. If, upon completion of final plans, the Recipient's cost estimate exceeds the preliminary total estimate contained herein by 20% or more, the increased cost must be approved by the Department prior to advertisement for bids. Extra work, requested subsequent to the contract letting, must also be approved by the Department prior to commencement of the extra work.
5. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.
6. This agreement is not assignable without the prior written consent of the Department.
7. This agreement, and the attached Exhibit A and Exhibit B, constitutes the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that is not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite the signature below:

County: Scott

By: _____ Date: _____,
Chair, Board of Supervisors

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

Signed: _____

Auditor of Scott County, Iowa

Date: _____, _____

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By: _____ Date: _____,
Kent L. Ellis, P.E.
Eastern Region Local System Field Engineer

EXHIBIT A

Standard Provisions for U-STEP or C-STEP Project Agreements

1. 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.
2. The project plans, specifications, and engineer's cost estimate for the project shall be prepared and certified by a registered Professional Engineer licensed in the State of Iowa. The Recipient shall submit the plans, specifications, and other contract documents to the Department for review and approval. If the project will be let by the Department, the most recent edition of the Iowa DOT Standard Specifications for Highway and Bridge Construction shall be used. The Recipient shall also follow the Department's letting procedures. If the project will be let by the Recipient, the project may utilize the Iowa DOT Standard Specifications for Highway and Bridge Construction, the Statewide Urban Design and Specifications, or specifications developed by the Recipient.
3. 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 B.
4. The Recipient shall obtain agreements, as needed, from railroad and utility companies and shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, etc.
5. If right-of-way must be acquired for the project, the Recipient shall negotiate and secure the necessary right-of-way using the most appropriate of the following methods:
 - A. When right-of-way is to be acquired, before acquisition procedures are begun, the Recipient shall meet staff from the Department's Office of Right of Way (ROW) to assure compliance with the U.S. Code, the Iowa Code, and 761 Iowa Administrative Code (IAC) Chapter 111; and determine what parcels, if any, are to be acquired in the name of the Department and what parcels, if any, in the name of the Recipient.
 - B. Should eminent domain proceedings be required, the Recipient will condemn or appeal in the name of the Recipient or the Department, whichever applies. The project letting may not be held until the Recipient has certified that the right-of-way has been acquired. Upon completion of the acquisition for each parcel, all original documents for the acquisition shall be delivered to and become the property of the Department.
 - C. The Recipient will meet with the Department's Office of Right of Way staff to determine who shall be responsible for demolition and/or property management functions.
 - D. In accordance with 761 IAC Section 150.3(1)(b), the Recipient will be responsible for providing, without cost to the Department or the project, all right-of-way which involves dedicated streets or alleys, and other Recipient -owned lands, easements, and rights in land except park lands, subject to the condition that the Department will reimburse the Recipient for the value of improvements situated on said Recipient -owned lands if any. The Recipient has apprised itself of the value of these lands and, as a portion of its participation in the project, voluntarily agrees to make such lands available without further compensation.
6. The Recipient as well as its contractors, if any, agree to maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at their respective offices at reasonable times during the Agreement period and for 3 years from the date of the final payment under the Agreement, for inspection by the Department.

7. The Recipient shall be responsible for obtaining all applicable permits from the Department, such as the Right to Occupy and/or Perform Work Within the Department's 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 advertisement for bids.
8. For projects let by the Department, the Recipient shall submit to the District an acceptable Project Development Certificate (Form 730002), plans, specifications, and cost estimate by the dates specified in the most current edition of Instructional Memorandum (I.M.) 3.010, Project Development Submittal Dates and Information. The Recipient shall also follow the Department's letting procedures. For projects let by the Recipient, the Project Development Certificate, plans, specifications, and cost estimate shall be submitted to the District at least 4 weeks prior to advertisement for bids.
9. Upon Department acceptance of the Project Development Certificate, final plans, proposal forms, specifications, and cost estimate, the Department will give the Recipient a written notice to proceed with the project. If the project will be let by the Recipient, advertisement for bids shall not be made until a written notice to proceed is received from the Department. After receiving the Department's approval, the Recipient shall advertise for bidders, hold a public letting, and provide adequate supervision for the construction work performed under the contract. The Recipient shall submit 2 copies of the bid tabulations and the letting documents to the Department for concurrence prior to formal action in the award of the contract.
10. 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.
11. The project must be let to contract within 2 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 2 year deadline.
12. The Recipient will be responsible for the initial costs of the construction. The Recipient shall prepare and submit to the Department a detailed billing statement of materials, installation, and construction costs incurred by the Recipient. Billing statements may be submitted periodically during progress of the work. Design, inspection, and administration costs will be the responsibility of the Recipient. If said statement and documentation are in proper form, the Department will promptly reimburse the Recipient for eligible project costs, less a withholding equal to 5% of the State share of construction costs, taking into account the limitations as stated in the agreement. If, upon final audit or review, 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 State funds withheld.
13. Signs and other traffic control devices necessary for construction of the project shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) per 761 IAC 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.
14. If a detour is necessary, the Recipient will designate and sign the route at no cost to the project. The Department will cooperate if primary highways are involved.
15. Parking shall be prohibited on the minor street approaches for a distance of 35 feet in advance of the stop signs and/or crosswalks and on the exit sides of the minor streets for a distance of 35 feet beyond the stop signs and/or crosswalks. These parking restrictions shall go into effect at such time as the project is completed and opened to through traffic.

16. Upon completion of the project, the Recipient's engineer will certify that the project was completed in substantial compliance with the plans and specifications set out in this agreement before receiving final reimbursement of Department funds.
17. The Recipient shall provide to the Department 3 copies of the "as-built" project plans, within 6 months after the project is built.
18. The Recipient shall have ownership of traffic signals constructed with this project and shall operate them at its expense so long as signal protection is considered by either party as necessary at said location. If considered by both parties as no longer necessary at said location, the signals are to be removed by the Recipient at the Recipient's expense, and may be installed at another location acceptable to both parties and shall be owned and operated at the expense of the Recipient.
19. The Recipient shall submit a final detailed billing statement to the Department no later than 1 year after the date the Department concurs in the acceptance of the completed construction. If a final detailed billing statement is not submitted to the Department by the Recipient in the 1 year period, the Department will close the project's financial records without making additional reimbursement to the Recipient unless a time extension is requested. The time extension should be requested in writing by the Recipient and approved by the Department, at least 30 days prior to the 1 year deadline.
20. The Recipient agrees to indemnify, defend, and to 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 approval process, plan and construction reviews, and funding participation.
21. 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 10 days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the dispute. The Department 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.

EXHIBIT B

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

In accordance with Iowa Code Section 19B.7, 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.

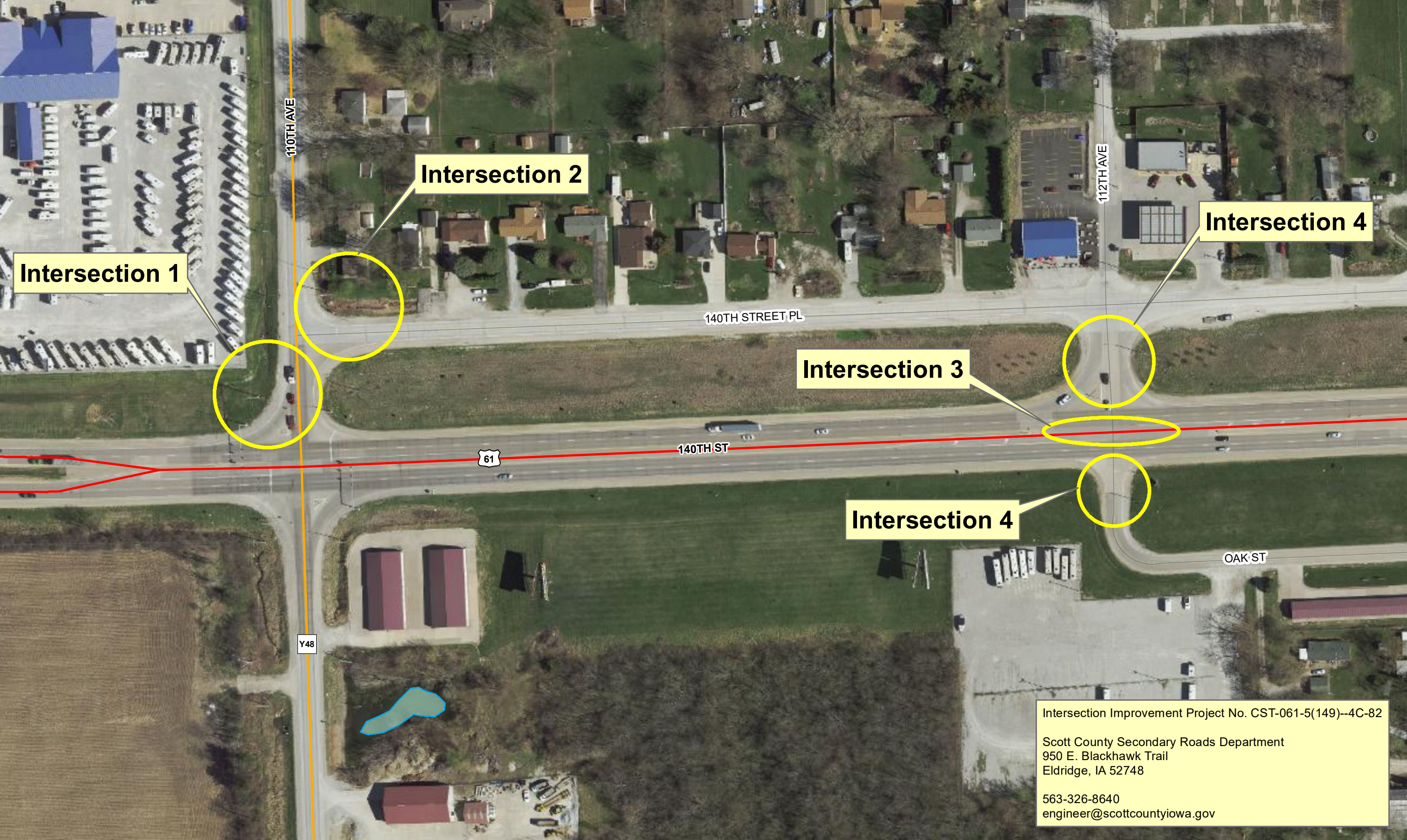
Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, 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 Economic Development Authority (515-348-6159) or from its website at: <https://iowaeconomicdevelopment.com/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 subcontracting opportunities available, 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 from the Administering Bureau.
 - b. Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a. Identifying the TSB goal in the Request for Proposal (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. Form 260017 "Checklist and Certification for the Utilization of TSBs" shall be filled out upon completion of each project, and sent to Iowa Department of Transportation, Civil Rights Bureau, 800 Lincoln Way, Ames, IA 50010: <https://forms.iowadot.gov/FormsMgt/External/260017.pdf>.



Intersection 1

Intersection 2

Intersection 3

Intersection 4

Intersection 4

Intersection Improvement Project No. CST-061-5(149)--4C-82

Scott County Secondary Roads Department
950 E. Blackhawk Trail
Eldridge, IA 52748

563-326-8640
engineer@scottcountyia.gov

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY
THE BOARD OF SUPERVISORS ON _____
DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

April 1, 2021

APPROVAL OF AGREEMENT FOR USE OF COUNTY-STATE TRAFFIC
ENGINEERING PROGRAM (C-STEP) FUNDING FOR INTERSECTION
IMPROVEMENT PROJECT CST-061-5(149)--4C-82

BE IT RESOLVED by the Scott County Board of Supervisors as
follows:

Section 1. That the C-STEP funding agreement between Scott
County and the Iowa Department of Transportation for
Intersection Improvement Project CST-061-5(149)--4C-82 be
approved.

Section 2. That the Chairman be authorized to sign the
agreement on behalf of the Board.

Section 3. That this resolution shall take effect
immediately.