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Muscatine, IA 52761-5040
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Public Works

City Transit
263-8152

MEMORANDUM

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

To: Gregg Mandsager, City Administrator
CC: Fran Donelson, Secretary
FROM: Randy Hill, Public Works Director
DATE: April 1, 2013
RE: Preconstruction Agreement with IDOT for HMA Resurfacing

INTRODUCTION:

The City of Muscatine has been contacted by the Iowa Department of Transportation to participate in an asphalt overlay project to Iowa 22 (Washington Street) from Iowa 38 (Park Ave.) east to the east corporation limits ((River Road).

BACKGROUND:

This Preconstruction Agreement between the Iowa Department of Transportation and the City of Muscatine is proposed to establish a joint participation in the HMA Overlay Project as detailed above and reflected in the current concept and conditions as noted in the attached Agreement.

RECOMMENDATION/RATIONALE:

The overlay project provides for design and construction two (2) ADA compliant pedestrian curb ramps at the intersection of Washington and Union Streets. The DOT will be responsible for 100% of the cost of the two (2) ADA pedestrian ramps.

The City is requesting the State to include the 8.5 foot wide parallel parking along both sides of Iowa 22 (Washington Street) as part of the resurfacing project; and for a 10-12 foot wide additional portion of full width of Union Street at no cost to the IDOT.

The City will reimburse the DOT for its share of the project costs estimated at \$48,000. The actual amount paid by the City will be determined by the quantities in place and the accepted bid at the contract letting. Work is expected to begin in June/July 2013.

It is staff's recommendation that the City Council approve the Preconstruction Agreement with

**"I remember Muscatine for its sunsets. I have never seen any
on either side of the ocean that equaled them" — Mark Twain**

the IDOT for HMA Resurfacing of Washington Street from Park Ave. to River Road.

BACKUP INFORMATION:

1. Preconstruction Agreement with IDOT for the HMA Resurfacing Project
- 2.
- 3.
- 4.

October 2009

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

County	<u>Muscatine</u>
City	<u>Muscatine</u>
Project No.	<u>STPN-022-4(73)-2J-70</u>
Iowa DOT	
Agreement No.	<u>2013-6-265</u>
Staff Action No.	<u>N/A</u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Muscatine, 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 22 within Muscatine County, Iowa; and

The DOT and the LPA 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 DOT will design, let and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Hot Mix Asphalt (HMA) resurfacing with milling on Iowa 22 (Washington Street) in Muscatine from just east of Iowa 38 (Park Avenue) east to the east corporation limits.

- b. The project provides for design and construction of two (2) ADA compliant pedestrian curb ramps at the intersection of Washington Street and Union Street. This will require removal of existing pedestrian curb ramps without detectable warning panels and the replacement with new pedestrian curb ramps with detectable warning panels. The DOT will be responsible for 100% the cost of the two (2) ADA compliant pedestrian curb ramps.
- c. As part of the project, the LPA has requested HMA milling and resurfacing of existing 8.5 foot wide parallel parking along both sides of Iowa 22 (Washington Street); and for a 10-12 foot wide additional portion of the full-width of Union Street (side street) within the city all at no cost to the DOT. (See Exhibit A for location and Exhibit B for costs).

2. Project Costs

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$48,000, 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.
- b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. Iowa 22 through-traffic will be maintained during the construction.
- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required road closure barricades and signing at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate fire protection and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.

4. Right of Way and Permits

- a. The DOT will obtain the necessary temporary permits, if any, to work on adjacent private property such that improvements for ADA compliant pedestrian curb ramps along the project corridor may be constructed as part of the project.
- b. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- c. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.
- d. The LPA agrees to relocate all utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- e. 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 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.

5. Construction & Maintenance

- a. The LPA, in cooperation with the DOT, will take whatever steps may be required with respect to alteration of the grade lines of the new highway facilities constructed under the project in accordance with Iowa Code section 364.15. The DOT and LPA will work together to minimize potential impacts to properties that may occur as a result of the project.
- b. 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.
- c. 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.

d. General Parking Requirements:

- i. On primary highways at signalized intersections, parking will be prohibited a distance of 20 feet in advance of the near sidewalk or traffic-control signal and a distance of 20 feet beyond the far sidewalk. At non-signalized intersections, parking will be prohibited 55 feet in advance of the near sidewalk and 22 feet beyond the far sidewalk.
- ii. On minor side streets controlled with stop signs, with two through lanes and two parking lanes (parallel or diagonal), parking will be prohibited a distance of 35 feet in advance of the near sidewalk or stop sign and a distance of 35 feet beyond the far sidewalk. On minor side streets controlled with stop signs, with four through lanes and two parallel or diagonal parking lanes, parking will be prohibited a distance of 35 feet in advance of the near sidewalk or stop sign and a distance of 20 feet beyond the far sidewalk.
- iii. On minor side streets with traffic control signals, with two through lanes and two parallel parking lanes, parking will be prohibited a distance of 20 feet in advance of the near sidewalk or traffic signal and a distance of 35 feet beyond the far sidewalk. On minor side streets with four through lanes and parallel or diagonal parking lanes, parking will be prohibited a distance of 20 feet in advance of the near sidewalk or traffic signal and a distance of 20 feet beyond the far sidewalk.
- iv. If not already covered by an existing ordinance, the parking restrictions listed above will be outlined in a new ordinance which will be enacted by the LPA. The new ordinance would go into effect no later than such time as the project is completed and opened to through traffic. Parking shall be prohibited along Iowa 22, within the project limits.

6. General Provisions

- a. 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.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.

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- f. 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.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2013-6-265 as of the date shown opposite its signature below.

CITY OF MUSCATINE:

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 Muscatine, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Jim Armstrong
District Engineer
District 5

October 2009

Project Location/Map

EXHIBIT A

Muscatine County
STPN-022-4(73)--2J-70
PIN: 13-70-022-020

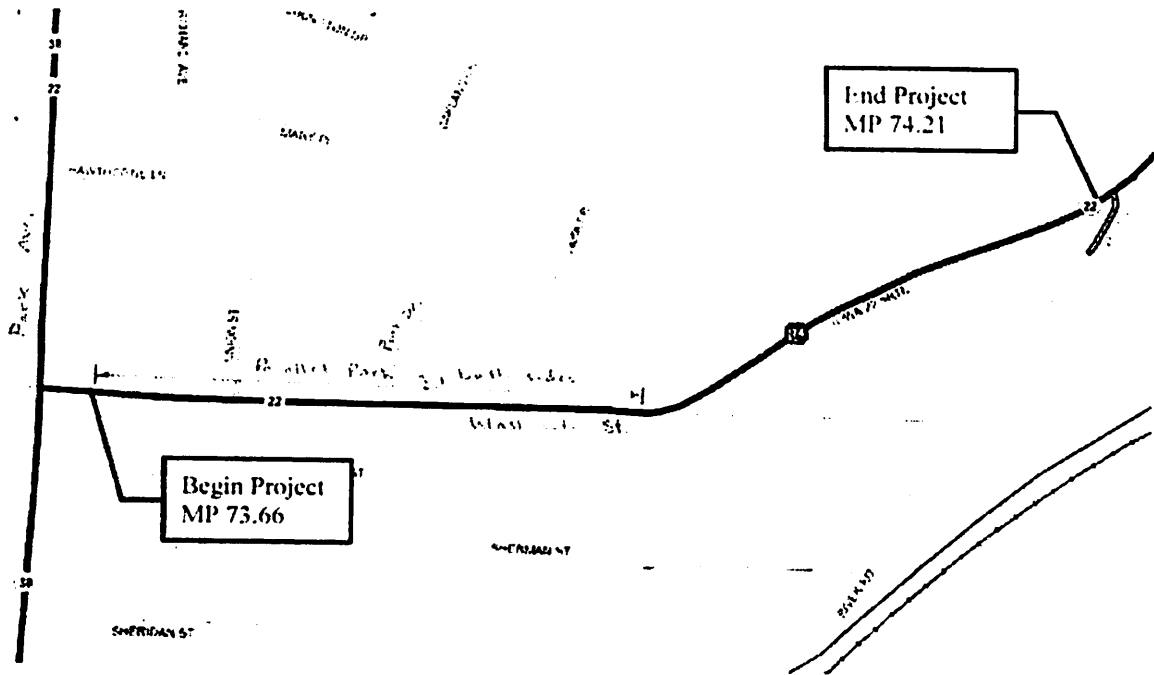


EXHIBIT B

Estimated Construction Costs for City of Muscatine
Iowa Highway 22, (Washington St.) In Muscatine Co. from just east of Ia. 38 (MP 73.66) (Park Ave.) to the ECL (MP 74.21) (River Road)
Project STPN-22-4(73)-2J-70

[illegible]

Note 1: A flat, one DOT City agreement potentially will be required by the local DOT. Based upon an agreed amount of total work.
Note 2: The actual costs of a contract for the design of the design-build used and the contract unit price from the pricing, on 10/10/2013 construction setting.
Note 3: Contacts: Public Works Director, Randy H. Tel: 563-234-3232 E-mail: randy@ci.muskegon.mi.us Other: Waterworks Randy Heston: 563-234-3232 E-mail: rheston@ci.muskegon.mi.us
Note 4: Contact: City Engineer: Ed C. Tel: 563-234-3232 E-mail: edc@ci.muskegon.mi.us
Note 5: 10/10/2013 Randy H. indicated that City would cancel the bid if funding the paved parking. Other bids were discussed. A 10/27/2013 bid to be sent to the City.
Note 6: The actual estimate was prepared by the local DOT. District 5 Design Office in Portland.
Note 7: 10/10/2013 estimate is forwarded to City and Design Dept for presentation of a preconstruction agreement.