



94588

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Muscatine, IA 52761-5040  
(563) 263-8933  
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Public Works

City Transit  
263-8152

MEMORANDUM

Equipment Maintenance  
Roadway Maintenance  
Collection & Drainage  
Building & Grounds  
Engineering

To: Brian Stineman, Public Works Director  
CC: Gregg Mandsager, City Administrator  
FROM: Pat Lynch, Assistant City Engineer  
DATE: December 13, 2018  
RE: Request to Submit Grant Request Letters and TSIP Agreement for the Park Avenue Reconstruction and 4 to 3 Lane Conversion Project

INTRODUCTION:

At the January 18, 2018 council meeting, council directed Public Works to move forward with planning and design to implement the conversion of Park Avenue from four to three lanes. Shive-Hattery began design services as described in the original professional services agreement. Subsequent discussions with the IaDOT identified the potential to combine the TSIP project with several other funding sources to significantly increase the project scope by including patching, resurfacing and improving all pedestrian crossings along Park Avenue from Mad Creek to Colorado/Clay Street. The City must request the funding from the IaDOT before it can be issued. This needs to happen immediately to meet the 2020 construction season.

BACKGROUND:

During the planning and design phase of the conversion of Park Avenue from four to three lanes, discussions with the IaDOT identified the potential to combine the TSIP project with several other funding sources to patch, resurface and improve all pedestrian crossings along Park Avenue from Mad Creek to Colorado/Clay Street. These sources include a Pedestrian Curb Ramp Construction (ADA) Grant where the City is requesting \$250,000 toward replacing curb ramps along Park Avenue. Another funding source is the Urban-State Traffic Engineering Program (U-STEP) where the City is requesting \$224,000 with a 45% City match to solve traffic operation and safety problems. The IaDOT is also contributing \$600,000 from their Local Roads budget to cover patching and overlay costs and Muscatine Power and Water will cover signalization costs not covered by the TSIP Grant. The City must submit letters to request funding under these grants. The letters have been written and are ready to be submitted upon receiving approval from the Council.

The original Traffic Safety Improvement Program (TSIP) Grant also requires action as well. The IaDOT has submitted an agreement for the City to execute to obtain the \$325,000 awarded.

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

#### RECOMMENDATION/RATIONALE:

Staff recommends that council approve submitting the letters requesting funds from the ADA and U-STEP Grant Programs and execute the agreement with the IaDOT to obtain the awarded amount of \$325,000 from TSIP. The estimated project cost is now \$1.8 million with these funding sources covering \$1.4 million. The City share of the project will be approximately \$418,000 and this cost is proposed to be funded on the May 2020 bond issue. This \$418,000 consists of \$157,000 in design engineering fees, \$144,000 in Construction Engineering fees, and \$117,000 in construction cost. The Project Development Team will do the Construction Engineering estimated at \$144,000 to save these consultant costs.

#### BACKUP INFORMATION:

1. Letter requesting U-STEP.
2. Letter requesting ADA.
3. TSIP Agreement.

**CONTRACT PROVISION**

**Targeted Small Business (TSB) Affirmative Action Responsibilities  
on Non-Federal-aid Projects (Third-party State-Assisted Projects)**

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority  
Targeted Small Business Certification Program  
200 East Grand Avenue  
Des Moines, IA 50309  
Phone: 515-725-3132  
Website: <https://iowaeconomicdevelopment.com/tsb>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-725-3132) to identify potential material suppliers, manufactures and contractors.
- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

## TSB Affirmative Action Responsibilities

- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

### 6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

#### A. The bidder may count:

- (1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers;  
or
- (2) Work to be subcontracted to a TSB; or
- (3) Any other commercially useful function.

#### B. The contractor may count:

- (1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- (2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- (3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- (4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

### 7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

#### A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- (1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- (2) Date of the contract.
- (3) Whether or not a TSB bid/quotation was received.
- (4) Whether or not the TSB's bid/quotation was used.
- (5) The dollar amount proposed to be subcontracted.

#### B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

## TSB Affirmative Action Responsibilities

### C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- (1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- (2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- (3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- (4) Were initial solicitations of interested TSBs followed up?
- (5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- (6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- (7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- (8) Were services used of minority community organization, minority contractors' groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

### 8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

Contractor \_\_\_\_\_

Page# \_\_\_\_\_

Project# \_\_\_\_\_

**TARGETED SMALL BUSINESS (TSB)**  
PRE-BID CONTACT INFORMATION

County \_\_\_\_\_

City \_\_\_\_\_

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

**NOTE:** Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID  
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ \_\_\_\_\_ List items by name to be subcontracted:

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**IOWA DEPARTMENT OF TRANSPORTATION  
AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM FUNDING  
(Site-Specific Improvement)**

County	<u>Muscatine</u>
Recipient	<u>City of Muscatine</u>
Project No.	<u>CS-TSF-5330(628)--85-70</u>
Iowa DOT	
Agreement No.	<u>2019-TS-002</u>

This agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Muscatine, Iowa, hereinafter designated the "Recipient". The Recipient submitted an application to the DOT for funding through the Traffic Safety Improvement Program (TSIP) under Iowa Code Section 312.2(11), and the application was approved by Transportation Commission Order No. H-2018-41 on, December 12, 2017.

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. Project Information**

- a. The Recipient 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 Recipient's contact person. The DOT's contact person shall be the District 5 Local Systems Engineer in Fairfield, Iowa. The Recipient's contact person shall be Brian Stineman, P.E., Public Works Director.
- c. The Recipient shall be responsible for the development and completion of the following described project located in the city of Muscatine:

Four to three-lane conversion on E. 2nd Street/Park Avenue from IA 92 to Harrison Street with traffic signal modifications. See Exhibit A-1 for the location of the project and Exhibit A-2 for the estimated project cost.

**2. Project Costs**

- a. Eligible project costs for the project described in Section 1 of this agreement which are incurred after the effective date of Commission Approval shall be paid from TSIP Funds and other funds as listed below, subject to the execution of a signed agreement:

TSIP Funds: \$325,000

- b. The portion of the total project costs paid by TSIP shall not exceed the amount stated above or the actual cost of the TSIP eligible items, whichever is the smaller amount.
- c. If a letting is required, the project shall be let to contract within 2 years of the date this agreement is approved by the Department. If a letting is not required, construction on the project shall begin within 2 years of the date this agreement is approved by the Department. If neither condition is met, 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.

- d. Project activities or costs eligible for TSIP funds include only the following: (a) road modernization, upgrading or reconstruction; (b) bridge and culvert modernization, replacement or removal; (c) road intersection and interchange improvement including channelization, traffic control devices or lighting; (d) right-of-way required for a traffic safety project; (e) drainage and erosion measures which are an integral part of the project; (f) traffic control devices required by the project; (g) guardrail; (h) tree removal; and (i) other construction activities directly related to or required by the safety project.
- e. Project activities or costs ineligible for TSIP funds include, but are not limited to, the following: (a) any and all costs incurred prior to commission approval of funding; (b) routine maintenance of a road, street, bridge, culvert or traffic control device; (c) safety-related activities associated with projects initiated for purposes other than traffic safety; (d) contract administration costs; (e) design and construction engineering and inspection; (f) utility construction, reconstruction, or adjustment except as an integral part of a project; (g) sidewalks, bicycle paths or railroad-highway crossings, except as an integral part of the project; and (h) expenditures for items not related to the roadway.
- f. If Federal highway funds, Farm-to-Market funds, or other Federal funds are used in combination with TSIP Funds, the Recipient shall also follow all administrative and contracting procedures which would normally be used when such funds are used on a non-TSIP project. The Recipient shall comply with all requirements for the use of said funds.

### 3. Right of Way and Permits

- a. In the event that right-of-way is required for the project, said right-of-way shall be acquired in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. If the project impacts the Primary Road System, 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.
- b. The Recipient shall be responsible for obtaining any permits, 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, and/or other construction permits required for the project prior to the start of construction. Neither the approval of the TSIP application for funding nor the signing of this agreement shall be construed as approval of any required permit from the DOT.
- c. The Recipient shall be responsible for obtaining any environmental permits and approvals, when necessary, to comply with all environmental regulations.

### 4. Project Design

- a. The Recipient shall develop all project improvements using good engineering judgment. The Recipient shall use the DOT "Design Manual" on projects involving the Primary Road System and/or routes located on the National Highway System. Projects not on the Primary Road system shall use "A Policy on Geometric Design of Highways and Streets", (latest edition), by the American Association of State Highway and Transportation Officials. In all cases the "The Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as adopted pursuant to 761 Iowa Administrative Code, Chapter 130 shall apply.
- b. For projects which include the installation or modification of traffic signal systems, the following shall apply:
  - i. 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. All vehicle signal lenses shall be 12-inch. The positioning of signal faces and



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the signal indications for left-turn movements shall be in accordance with current adopted MUTCD.

- ii. Combination signal/lighting pole shall be used to minimize the number of fixed objects.
- iii. 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 & Safety.
- iv. Pedestrian activated signals shall be provided for all pedestrian movements and timed in accordance with the MUTCD.
- v. The concrete pad for the controller shall extend no more than 4 inches above the ground line.
- vi. Where the distance from the stop bar to the signal indication is in excess of 180 feet, there shall also be a near side signal head.
- vii. Dilemma zone protection shall be provided if the 85<sup>th</sup> percentile speed is at/over 35 mph.

## 5. Bid Letting

- a. If the project must be let for bids, then 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.
  - i. If the Recipient lets the project, 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.
  - ii. If the project will be let through the Iowa DOT, project development submittals shall follow Local Systems I.M. 3.005. 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.
- b. 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.
- c. If the Recipient lets the project, then 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 which is attached hereto and by this reference incorporated into this agreement.
- d. If the Recipient lets the project, then 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.

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- e. The Recipient shall be the contracting authority for the project.

## **6. Construction and Maintenance**

- a. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
- b. 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.
- c. 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.
- d. The Recipient shall notify the DOT's contact person of the date that construction begins and the date that the project is substantially complete (i.e., when the road is re-opened to traffic).
- e. 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.
- f. Upon project completion and 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.
- g. 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, operation and energy costs of said installation or modification.
- h. 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 and Safety. Failure to comply shall be considered a default under the terms of this agreement.

## **7. Payments and Reimbursements**

- a. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Eligible and ineligible costs are outlined in Iowa Administrative Code (IAC) 761 Chapter 164, Traffic Safety Improvement Program (see IAC 761-164.6(312) and IAC 761-164.7(312)). 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.
- b. 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 construction costs or 5% of the TSIP funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review,

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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 funds withheld, if any.

- c. 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 terms of this agreement. Final reimbursement of TSIP Funds shall be made only after the DOT accepts the project as complete.
- d. The Recipient shall request reimbursement and final payment from the DOT within one year of field completion of the work. If this condition is not met, the Recipient may be in default, for which the Department may revoke funding commitments.
- e. 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.
- f. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of TSIP Funds granted by this agreement through charges against the Recipient's road use tax funds.

## 8. General Provisions

- a. 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.
- b. To the extent allowed by law, 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. To the extent allowed by law, 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.
- c. 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.
- d. 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), and the associated Federal regulations that implement these laws.
- e. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- f. This agreement is not assignable without the prior written consent of the DOT.
- g. It is the intent of both parties that no third party beneficiaries be created by this agreement.
- h. 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.

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- i. 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.
- j. This agreement, 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.

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IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2019-TS-002 as of the date shown opposite its signature below.

City of Muscatine, Iowa:

By:  \_\_\_\_\_

Date December 30, 2018.

Title: Mayor

I, Gregg Mansager certify that I am the Clerk of the City, and that

Diana Broderson, who signed said Agreement for and on behalf of the City was duly

authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the City, on

the 30<sup>th</sup> day of December, 2018.

Signed  \_\_\_\_\_ Date 12/30, 2018.

City Clerk of Muscatine, Iowa

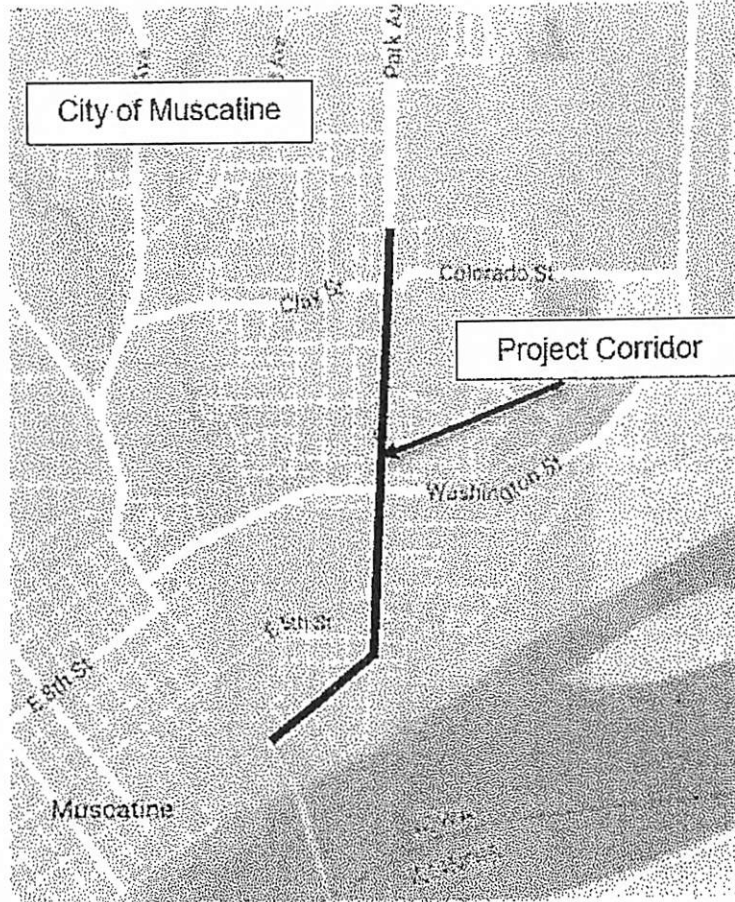
Iowa Department of Transportation:

By:  \_\_\_\_\_

Date 2/7, 2019.

Steve J. Gent  
Director,  
Office of Traffic and Safety

EXHIBIT A-1  
[Project Location]



ITEM #	ITEM	UNIT	UNIT COST	DIVISION 1 (R)	DIV 1 COST	DIVISION 2 (USTEP)	DIV 2 COST	DIVISION 3 (TSP)	DIV 3 COST	DIVISION 4 (ADA)	DIV 4 COST	DIVISION 5 (AP&W)	DIV 5 COST	DIVISION 6 (OTV)	DIV 6 COST	TOTAL QUANTITY	TOTAL COST	
1	RAM OVERLAY, 10" SURFACE, 1/2" PG 58-2811	TOW	\$913.00	2210	\$295,310.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		3210	\$295,310.00
2	ZAB/HOLE/INTAKE ADJUSTMENT	EA	\$5,735.00		\$0.00	36	\$20,100.00		\$0.00		\$0.00		\$0.00	29	\$50,035.00		65	\$112,125.00
3	CURB AND GUTTER, 2" (W), 8" (T)	LF	\$40.00		\$0.00	289	\$11,560.00		\$0.00		\$0.00		\$0.00	237	\$9,480.00		526	\$21,040.00
4	REMOVAL OF CURB AND GUTTER	LF	\$1.00		\$0.00	289	\$2,810.00		\$0.00		\$0.00		\$0.00	237	\$1,890.00		526	\$4,700.00
5	REMOVE RAMP, PCC 8" COMPLETE	EA	\$4,800.00	10	\$18,000.00		\$0.00		\$0.00	42	\$193,200.00		\$0.00	1	\$4,800.00		73	\$335,800.00
6	1/2" DEPTH PATCHES, PCC	SY	\$105.00	400	\$42,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		400	\$42,000.00
7	PCC GRINDING	SY	\$5.00		\$0.00	2860	\$14,300.00		\$0.00		\$0.00		\$0.00	2340	\$11,700.00		5200	\$26,000.00
8	HMA MILLING	SY	\$175.00	47388	\$82,920.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		47388	\$82,920.00
9	HMA MILLING - E 2ND ST & HWY 92	LS	\$178,250.00		\$0.00		\$0.00	1	\$178,250.00		\$0.00		\$0.00		\$0.00		1	\$178,250.00
10	TRAFFIC SIGNAL - E 2ND ST & E 17TH ST	LS	\$40,000.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$40,000.00		\$0.00		1	\$40,000.00
11	TRAFFIC SIGNAL - PARK AVE & WASHINGTON	LS	\$57,500.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$57,500.00		\$0.00		1	\$57,500.00
12	TRAFFIC SIGNAL - PARK AVE & COLORADO ST	LS	\$57,500.00		\$0.00		\$0.00	1	\$57,500.00		\$0.00		\$0.00		\$0.00		1	\$57,500.00
13	PAINTED PAVEMENT MARKINGS, DURABLE	STA	\$40.00		\$0.00		\$0.00	250	\$10,000.00		\$0.00		\$0.00		\$0.00		250	\$10,000.00
14	PAINTED SIGNELS AND LEGENDS, DURABLE	EA	\$100.00		\$0.00		\$0.00	125	\$12,500.00		\$0.00		\$0.00		\$0.00		125	\$12,500.00
15	TEMPORARY TRAFFIC CONTROL	LS	\$52,000.00	0.25	\$13,000.00	0.18	\$7,280.00	0.25	\$13,000.00	0.25	\$13,000.00		\$0.00	0.11	\$5,720.00		1	\$52,000.00
16	TYPE 2 & SMH, ALLUMINIUM	EA	\$28.57		\$0.00		\$0.00	49	\$1,400.00		\$0.00		\$0.00		\$0.00		49	\$1,400.00
17	STEEL 2" X 2" PERFORATED 14-GUAGE SQUARE POST	LF	\$25.00		\$0.00		\$0.00	490	\$12,250.00		\$0.00		\$0.00		\$0.00		490	\$12,250.00
18	HYDRAULIC SPREADING, FERTILIZING AND MULCHING, URBAN MIX	LS	\$13,500.00		\$0.00	0.55	\$6,925.00		\$0.00		\$0.00		\$0.00	0.45	\$5,175.00		1	\$13,500.00
19	EROSION CONTROL	LS	\$5,750.00		\$0.00	0.28	\$1,610.00		\$0.00	0.44	\$2,530.00		\$0.00	0.28	\$1,610.00		1	\$5,750.00
20	CONSTRUCTION SURVEY	LS	\$21,000.00		\$0.00		\$0.00		\$0.00	0.5	\$10,500.00		\$0.00	0.5	\$10,500.00		1	\$21,000.00
21	MOBILIZATION	LS	\$115,000.00	0.25	\$28,750.00	0.14	\$16,100.00	0.24	\$27,600.00		\$0.00		\$0.00	0.12	\$13,800.00		1	\$115,000.00
22	CONCRETE WASH/OUT	LS	\$4,025.00		\$0.00	0.28	\$1,127.00		\$0.00	0.5	\$2,020.00		\$0.00	0.22	\$885.50		1	\$4,025.00
	PE																	\$151,000.00
	CC																	\$151,000.00
	DIVISION TOTALS				\$600,000.00		\$122,714.00		\$25,000.00		\$150,000.00		\$103,500.00		\$417,351.50			
	GRAND TOTAL																	\$1,818,505.50

EXHIBIT A-2  
[Estimated Project Cost]

**EXHIBIT B  
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, 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 (515-725-3132) or from its website at: <https://www.iowa.gov/tsb/index.php/home>.
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 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 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. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 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 Economic Development Authority?  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



1459 Washington St.  
Muscatine, IA 52761-5040  
(563) 263-8933  
Fax (563) 263-2127

Public Works

City Transit  
263-8152

MEMORANDUM

Equipment Maintenance  
Roadway Maintenance  
Collection & Drainage  
Building & Grounds  
Engineering

To: Brian Stineman, Public Works Director

CC: Gregg Mandsager, City Administrator

FROM: Pat Lynch, Assistant City Engineer

DATE: December 13, 2018

RE: Request to Submit Grant Request Letters and TSIP Agreement for the Park Avenue Reconstruction and 4 to 3 Lane Conversion Project

INTRODUCTION:

At the January 18, 2018 council meeting, council directed Public Works to move forward with planning and design to implement the conversion of Park Avenue from four to three lanes. Shive-Hattery began design services as described in the original professional services agreement. Subsequent discussions with the IaDOT identified the potential to combine the TSIP project with several other funding sources to significantly increase the project scope by including patching, resurfacing and improving all pedestrian crossings along Park Avenue from Mad Creek to Colorado/Clay Street. The City must request the funding from the IaDOT before it can be issued. This needs to happen immediately to meet the 2020 construction season.

BACKGROUND:

During the planning and design phase of the conversion of Park Avenue from four to three lanes, discussions with the IaDOT identified the potential to combine the TSIP project with several other funding sources to patch, resurface and improve all pedestrian crossings along Park Avenue from Mad Creek to Colorado/Clay Street. These sources include a Pedestrian Curb Ramp Construction (ADA) Grant where the City is requesting \$250,000 toward replacing curb ramps along Park Avenue. Another funding source is the Urban-State Traffic Engineering Program (U-STEP) where the City is requesting \$224,000 with a 45% City match to solve traffic operation and safety problems. The IaDOT is also contributing \$600,000 from their Local Roads budget to cover patching and overlay costs and Muscatine Power and Water will cover signalization costs not covered by the TSIP Grant. The City must submit letters to request funding under these grants. The letters have been written and are ready to be submitted upon receiving approval from the Council.

The original Traffic Safety Improvement Program (TSIP) Grant also requires action as well. The IaDOT has submitted an agreement for the City to execute to obtain the \$325,000 awarded.

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

#### RECOMMENDATION/RATIONALE:

Staff recommends that council approve submitting the letters requesting funds from the ADA and U-STEP Grant Programs and execute the agreement with the IaDOT to obtain the awarded amount of \$325,000 from TSIP. The estimated project cost is now \$1.8 million with these funding sources covering \$1.4 million. The City share of the project will be approximately \$418,000 and this cost is proposed to be funded on the May 2020 bond issue. This \$418,000 consists of \$157,000 in design engineering fees, \$144,000 in Construction Engineering fees, and \$117,000 in construction cost. The Project Development Team will do the Construction Engineering estimated at \$144,000 to save these consultant costs.

#### BACKUP INFORMATION:

1. Letter requesting U-STEP.
2. Letter requesting ADA.
3. TSIP Agreement.



1459 Washington St.  
Muscatine, IA 52761-5040  
(563) 263-8933  
Fax (563) 263-2127

**Public Works**

City Transit  
263-8152

December 7, 2018

**Equipment Maintenance**  
**Roadway Maintenance**  
**Collection & Drainage**  
**Building & Grounds**  
**Engineering**

Jim Armstrong, P.E.  
District Engineer  
District 5 – Iowa Department of Transportation  
307 W Briggs  
Fairfield, IA 52556

RE: ADA Funding Request  
PARK AVE (US 61 BUS) 4 TO 3 LANE CONVERSION  
MUSCATINE, IOWA

The City of Muscatine, Iowa, is requesting funding for the construction of ADA pedestrian ramps along Park Avenue (U.S. Hwy 61 Business) from the Norbert F Beckey Bridge to Harrison Street. The City is planning on overlaying the street and converting the 4-lane section to a 3-lane section to provide safety improvements to the corridor. There are 73 ramps in the project area that will be reconstructed with this project. Analysis of the existing ramps has shown that they do not conform to the 2010 ADA standards. See attached exhibit showing proposed curb ramp layouts.

**Anticipated Construction Cost (associated with 73 ramps)**

Bid Item	Unit	Quantity	Cost	Total
Sidewalk Ramp, PCC, 4", Complete	EA	73	\$ 4,600.00	\$ 335,800.00
Erosion Control*	LS	1	\$ 3,890.00	\$ 3,890.00
Construction Survey*	LS	1	\$ 18,000.00	\$ 18,000.00
Concrete Washout*	LS	1	\$ 3,500.00	\$ 3,500.00
			Subtotal	\$ 361,190.00
			Contingency (20%)	\$ 72,238.00
			<b>Total</b>	<b>\$ 433,428.00</b>

\* Indicates a portion of overall project related to ADA ramp construction

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

We appreciate your consideration of this request. The City understands that the state will provide up to \$250,000 for the construction of the improvements and the city would be required to administer and engineer the project.

**Proposed Project Schedule**

- Design January 2019 – October 2019
- Letting January 2020 – February 2020
- Construction April 2020 – October 2020

If you have any further questions please don't hesitate to contact me

Brian Stineman  
City of Muscatine, IA  
1459 Washington St  
Muscatine, IA 52761  
(563) 263-8933  
[bstineman@muscatineiowa.gov](mailto:bstineman@muscatineiowa.gov)