



MEMO

TO: A.J. Johnson, City Administrator

FROM: Steven Boka, Director of Planning, Zoning & Building Safety

SUBJECT: Bridge Tribute Plaza

DATE: June 26, 2008

Attached hereto, please find a proposed agreement between the City of Muscatine and the Iowa Department of Transportation (IDOT) for the design and construction of the Bridge Tribute Plaza.

If approved, the Bridge Tribute Plaza will be located between E. Harbor Drive and the Riverfront Trail in the general vicinity of the drinking fountain (see attached). The site was selected (in part) because it provides a clear view of the High Bridge abutment and the Norbert Beckey Bridge. Materials selected for use as a part of the final project will be comparable to the materials used at Millennium Plaza and the Muscatine Mist.

The original application for \$88,190.00 in funding through the Scenic ByWays program was approved by City Council in November of 2006 on behalf of the Leadership Muscatine program. The agreement states that the City will receive 80% of the total project cost, or \$70,552.00 from this program. The remaining project costs will be provided through Leadership Muscatine fund raising efforts.

The design and location has been reviewed and approved by the City of Muscatine Recreation Advisory Commission and has the support of the Community Improvement Action Team (CIAT).

Please place this agreement on the agenda for City Council consideration during their July 3<sup>rd</sup> meeting.



# Iowa Department of Transportation

800 Lincoln Way, Ames, IA 50010

515-239-1369

Fax: 515-233-7857

July 16, 2008

Re: Bridge Tribute Plaza  
City of Muscatine  
SB-IA-5330(615)--2T-70  
07-NSB-123

Randy Hill, Public Works Director  
City of Muscatine  
1459 Washington Street  
Muscatine, IA 52761

Dear Mr. Hill:

Attached is one copy of an executed Local Public Agency (LPA) and Iowa Department of Transportation (Iowa DOT) agreement for the above referenced project.

**This agreement is NOT an authorization to expend funds.** Prior to incurring any costs that will be reimbursed with federal funds, authorization by the Federal Highway Administration (FHWA) must be obtained. In addition, the City of Muscatine must comply with the provisions set forth in this agreement to ensure that eligible project costs may receive federal aid reimbursement.

Thank you for your assistance. If you have questions, I can be reached by telephone at 515-239-1369 or by e-mail at [troy.siefert@dot.iowa.gov](mailto:troy.siefert@dot.iowa.gov). I look forward to working with you to ensure a successful completion to your scenic byway project!

Sincerely,

A handwritten signature in black ink, appearing to read "Troy A. Siefert".

Troy A. Siefert  
Office of Systems Planning

TAS:plr

Attachments

cc: Jan Tribolet, Office of Finance (with copy of attachment)  
Trish Miller, Office of External Audits (with copy of attachment)  
Office of Document Services, Records Management (with copy of attachment)  
Shawn Majors, Office of Program Management (letter only)

December 2003

**IOWA DEPARTMENT OF TRANSPORTATION  
AGREEMENT FOR  
NATIONAL SCENIC BYWAYS PROGRAM PROJECT**

RECIPIENT: City of Muscatine

PROJECT NAME: Bridge Tribute Plaza

PROJECT NO.: SB-IA-5330(615)--2T-70

IOWA DOT AGREEMENT NO.: 07-NSB-123

This is an agreement between the City of Muscatine, Iowa (hereinafter referred to as RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects in Iowa with Federal funds. The RECIPIENT proposes a National Scenic Byway (NSB) project for funding under Sec. 162 of Title 23, United States Code.

The Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21), enacted in 1998, reestablished the National Scenic Byways Program. Federal regulations provide that federal funds for the National Scenic Byways Program are to be administered by the DEPARTMENT.

The OMB (Office of Management and Budget) Circular A-133 requires the RECIPIENT to report the CFDA (Catalog of Federal Domestic Assistance) number and title on all Federal-Aid Projects. The RECIPIENT will use CFDA #20.205 and title, "Highway Planning and Construction" for this project. This information should be reported in "The Schedule of Expenditures of Federal Awards". The RECIPIENT agrees to comply with Single Audit Requirements as applicable.

Pursuant to the terms of this agreement, applicable statutes, administrative rules, and programming by the DEPARTMENT and the Bi-State Regional Commission, the DEPARTMENT agrees to provide NSB funding to the RECIPIENT for the authorized and approved costs for eligible items associated with said improvements.

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 DEPARTMENT and the RECIPIENT's contact person. The DEPARTMENT's contact person shall be the Office of Systems Planning, Iowa's Byways Coordinator. The RECIPIENT's contact person shall be the Steven Boka, Director of Planning, Zoning and Building Safety, City Hall-215 Sycamore Street, Muscatine, IA 52761, Ph. 563-262-4141, e-mail-sboka@ci.muscatine.ia.us.

3. The RECIPIENT shall be responsible for the development and completion of the following described National Scenic Byway Project:

Interpretive plaza park to be developed on the riverfront in Muscatine.

4. The RECIPIENT shall receive reimbursement of Federal NSB funds for authorized and approved project costs of eligible items. The portion of the eligible project costs paid by Federal funds shall be limited to a maximum of either 80 percent of eligible costs or the amount approved in the current Statewide Transportation Improvement Program (STIP), \$70,552.00, whichever is less.
5. This agreement will become null and void if the project described in Section 3 drops out of the approved current STIP prior to obligation of Federal funds.
6. This project may be terminated before completion by either the DEPARTMENT or the RECIPIENT. Termination will be effective sixty days following receipt of written notice. During the sixty-day period, the RECIPIENT shall prepare and deliver to the DEPARTMENT copies of any documentation summarizing the work performed, the results obtained to date and any supporting data. The RECIPIENT shall be reimbursed for project costs incurred up to the effective termination date.
7. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
8. It is the intent of both parties that no third party beneficiaries be created by this agreement.
9. 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.
10. This agreement, as set forth in items 1 through 10 and the attached Exhibit B paragraphs 1 through 35 herein, constitutes the entire agreement between the DEPARTMENT 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 DEPARTMENT and the RECIPIENT.
11. **The RECIPIENT must have let the contract or have construction started within two years of the date this project is approved by the DEPARTMENT.** Department approval was granted 12/6/2007. If the RECIPIENT does not do this, they will be in default for which the DEPARTMENT can revoke funding commitments. This agreement may be extended for periods of up to six months upon receipt of a written request from the RECIPIENT at least sixty (60) days prior to the deadline.

12. **REPORTS:** The City of Muscatine shall submit to the Iowa DOT, the following written and documented reports covering this project: Two copies of the quarterly progress reports shall be submitted every three months during the agreement period. These submittal dates shall be on a quarterly basis with report periods ending March 31, June 30, September 30, and December 31 of the years during which this agreement is in place. The reports shall be due to the Iowa DOT no later than the 15th of the month following the reporting period. Two copies of a final report shall be submitted upon completion of the project, before final reimbursement is made. An abstract, not more than one page in length, shall be required for all reports containing more than five pages. . If the RECIPIENT does not do this, they will be in default for which the DEPARTMENT can revoke funding commitments.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement Number 07-NSB-123 as of the date shown opposite its signature below.

RECIPIENT: City of Muscatine

By Richard W. O'Brien Date July 3, 2008

Title Mayor



ATTEST: (for RECIPIENT)  
Signed [Signature]  
Title City Clerk  
Date July 3, 2008

IOWA DEPARTMENT OF TRANSPORTATION  
Planning and Programming Division

By Stuart Anderson Date 7-14, 2008

Stuart Anderson  
Director  
Office of Systems Planning

## EXHIBIT B

### Standard Provisions for Federal-Aid National Scenic Byways Project Agreement

1. Since this project is to be financed in part with local and Federal funds, the RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations.  
  
In all programs and activities of Federal-aid recipients, subrecipients, and contractors, no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, national origin, sex, age, or handicap/disability. The DEPARTMENT will determine a Disadvantaged Business Enterprise (DBE) commitment on all Federal-aid projects.
2. The RECIPIENT must receive notice of FHWA authorization from the DEPARTMENT before beginning any work for which federal-aid Reimbursement will be requested. The cost of work, occurring prior to securing FHWA authorization, will not be reimbursed with federal-aid funds. The RECIPIENT must contact the District Local Systems Engineer to obtain the procedures necessary to secure FHWA authorization.
3. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location/design approval. **The Recipient shall complete any mitigation agreed upon in the FHWA approval document.** If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall submit the U.S. Department of Agriculture Farmland Conversion Impact Rating form, when required, to the U.S. Natural Resources Conservation Service (NRCS).
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 and the DEPARTMENT, etc.
5. General Requirements and Covenants (Division 11) of the DEPARTMENT'S standard specifications shall apply to all projects let at the DEPARTMENT.
6. If Federal-aid is requested for in-house engineering services, the RECIPIENT will follow the procedure outlined by the DEPARTMENT. The RECIPIENT, desiring to claim indirect costs under Federal awards, must prepare an indirect cost rate proposal and related documentation in accordance with the requirements of Office of Management and Budget (OMB) Circular A-87 – Cost Principles for State, Local, and Indian Tribal Governments. Reimbursement eligibility requires an indirect cost rate proposal to be certified by the governmental unit designated cognizant agency or the Federal agency providing the largest amount of Federal funds to the governmental unit.
7. The project plans, specifications and project cost estimate (PS&E) shall be prepared and certified by a professional engineer/architect/landscape architect licensed to practice in the

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- State of Iowa. The RECIPIENT shall submit the plans, specifications and other contract documents to the DEPARTMENT for review and authorization to let the project.
8. If Federal-aid is requested for preliminary and/or construction engineering costs, the RECIPIENT will select a consultant(s) in accordance with the DEPARTMENT's consultant selection process.
  9. The RECIPIENT and the Consultant shall prepare a consultant contract for engineering services in accordance with Title 23, Code of Federal Regulations, Part 172 - Administration of Negotiated Contracts (23 CFR 172).
  10. After the contents of the consultant contract have been mutually approved, the RECIPIENT shall execute the contract and forward the same to the DEPARTMENT for authorization.
  11. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement or fee title, (as directed in Iowa Code Chapter 6B, if applicable), and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in the DEPARTMENT's right of way manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds in Right of Way purchase are involved. The RECIPIENT will need to get environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the RECIPIENT requests Federal-aid participation for right-of-way acquisition, the RECIPIENT will need to get environmental concurrence and Federal Highway Administration's (FHWA) authorization before purchasing any needed right-of-way.
  12. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highways Right of Way and the Policy for Accommodating Utilities on Primary Road System when on State's right of way. Certain utility relocation, alteration, adjustment, or removal costs to the RECIPIENT for the project may be eligible for Federal-aid reimbursement in accordance with the FHWA rules applicable to the type of utility involved and Iowa Code Chapter 306A.
  13. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code (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. The RECIPIENT shall forward a Federal-aid Project Development Certification and final PS&E to the DEPARTMENT. As a condition for the Department to let the project, the RECIPIENT agrees that the RECIPIENT has the financial resources to proceed with the project if bids submitted are 110% of the project cost estimate or less. If the RECIPIENT is a city, The RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 384.102.
  15. If the project is to be accomplished via a contract awarded by competitive bidding, the project will normally be let by the DEPARTMENT in accordance with its letting procedures. After bids are received and reviewed, the DEPARTMENT will furnish the RECIPIENT with a



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tabulation of responsive bids received.

16. When let by the DEPARTMENT, the DEPARTMENT will prepare an Iowa DOT Staff Action for concurrence to award the contract. The DEPARTMENT will mail three (3) originals of the unexecuted contract(s) to the RECIPIENT.
17. The RECIPIENT shall take action to award the contract or reject all bids. Following award of contract and signature by the lowest responsive bidder, the RECIPIENT shall forward to the DEPARTMENT two (2) copies of the fully executed contract, two (2) copies of the performance bond, and two (2) copies of the certificate of insurance.
18. The project must be let to contract or construction started within two years of the date this agreement is signed and approved by the DEPARTMENT. If not, the RECIPIENT may be in default, for which the DEPARTMENT, in consultation with the local planning affiliation, may revoke funding commitments. This agreement may be extended for periods up to six months upon receipt of a written request from the RECIPIENT at least sixty days prior to the deadline.
19. If Federal-aid is requested for force account construction, the RECIPIENT will follow the procedure outlined by the DEPARTMENT.
20. The DEPARTMENT will prepare the Federal-aid Project Agreement and submit it for Federal Highway Administration (FHWA) approval and obligation of Federal-aid funds.
21. The RECIPIENT may submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
22. The DEPARTMENT shall reimburse the RECIPIENT for properly documented and certified claims for eligible project costs, either by state warrant, or by crediting other accounts from which payment may have been initially made. If, upon audits of contracts, the DEPARTMENT determines the RECIPIENT is overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT.
23. Upon completion of the project described in this agreement, a professional engineer/architect/landscape architect licensed to practice in the State of Iowa shall certify in writing to the DEPARTMENT, that the project was completed in substantial compliance with the plans and specifications set out in this agreement. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
24. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make such material available at all reasonable times during the construction period and for three years from the date of final Federal reimbursement, for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal government. Copies of said materials shall be furnished by the RECIPIENT, if requested.
25. The RECIPIENT agrees to indemnify, defend and hold the DEPARTMENT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, or inspection or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DEPARTMENT's application review

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- and approval process, plan and construction reviews, and funding participation.
26. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement for 20 years in a manner acceptable to the DEPARTMENT and the FHWA.
27. Implementation of Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts which exceed \$100,000):
- a. The RECIPIENT stipulates that any facility to be utilized in performance under or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed. This is issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - b. The RECIPIENT agrees to comply with all of the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
28. All publications or reports created as part of this project should note the funding participation of FHWA and other contributors. Prior to acceptance of the final report by the DEPARTMENT, the RECIPIENT shall not publish or copyright any report, document, form or other material developed from this project without written consent of the DEPARTMENT. After acceptance of the final report and the project is completed, the RECIPIENT and the DEPARTMENT shall be free to publish or use project data. However, any project-related material published by involved parties must give credit to the other parties' participation.
29. All of the reports and publications pertaining to the work performed under this agreement shall contain the following statement:
- "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Iowa Department of Transportation or of the Federal Highway Administration."
30. Products including written materials, video, CD's, printed or duplicated with National Scenic Byways Program Funds, may not be sold. The National Scenic Byway Program logo should be used on all printed materials, videos, exhibits, kiosks and other collateral products. FHWA should be recognized as a funding source on all products. (Please use FHWA guidelines posted on [www.byways.org](http://www.byways.org)).
31. The RECIPIENT shall assume all risks in the performance of this Agreement and shall be responsible for all claims, demands, actions, or causes of actions arising out of or by reason of the execution or performance of work, to the full extent permitted by Iowa Code Chapter 669, State Tort Claims, and the Constitution of the State of Iowa.
32. To secure this Agreement, the RECIPIENT assumes that it has not employed or retained any company or person other than a bona fide employee working solely for the RECIPIENT. The RECIPIENT also assures it has not paid or agreed to pay any company or person not working solely for the RECIPIENT, a fee, commission, percentage gift, or other consideration contingent upon or resulting from the making of this Agreement. For violation of this assurance, the DEPARTMENT has the right to annul this Agreement without

liability, to deduct from the Agreement price, or otherwise recover the full amount of any of the above-mentioned considerations.

33. If this agreement is to fund the Historical Preservation of a structure, the Recipient shall preserve the architectural, historical and cultural integrity of the structure by maintaining and repairing the property in compliance with "The Secretary of the Interior's Standards for Rehabilitating Historical Buildings". No alterations shall be made to the existing structure without first obtaining the written consent of the State Historical Society of Iowa (State Historic Preservation Officer).
34. If the RECIPIENT, within the next 20 years, decides to sell the structure to a private party, or it is now under private ownership, the RECIPIENT shall:
  1. Execute a recordable document for preserving the historical and architectural integrity for 20 years from the date of receipt of public funds;  
or
  2. Repay the State of Iowa all the funds received by the RECIPIENT.
35. If the RECIPIENT elects to levy special assessments as a means of raising the local share of the total project costs, the RECIPIENT shall reimburse the DEPARTMENT in the amount that payments of Federal-aid and collections of special assessments, excluding interest and penalties, exceed the total cost of the public improvement as established by the provisions of Iowa Code Chapter 384. The RECIPIENT agrees that at such time as its collections (exclusive of interest and penalties which shall be retained by the RECIPIENT) from special assessments levied for this project exceed the local share of the total projects costs, the RECIPIENT shall refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within sixty (60) days of the receipt of any special assessment payments. The RECIPIENT shall notify the DEPARTMENT when any lands specially assessed no longer qualify for an agricultural deferment of the special assessment, and notify the DEPARTMENT when all special assessments have been satisfied. The DEPARTMENT shall credit reimbursement billings to the FHWA in the amount of refunds received from the RECIPIENT.