

RESOLUTION 1800

A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT WITH THE IOWA DEPARTMENT OF TRANSPORTATION FOR RELOCATION WATER AND FORCE MAIN LINES ASSOCIATED WITH THE WIDENING OF I-80 PROJECT.

WHEREAS, the Iowa Department of Transportation (Iowa DOT) is preparing plans for widening Interstate 80 that will include removal of the interstate bridges over the abandoned railroad right-of-way; and

WHEREAS, a box culvert will be placed along the abandoned railroad right-of-way to provide a below grade crossing of Interstate 80; and

WHEREAS, Installation of the box culvert will be in a location that is currently occupied by City utilities including a 10" sanitary sewer force main, a 16" sanitary sewer force main, and a 12" potable water line; and

WHEREAS, the utilities will need to be relocated to avoid conflict with the box culvert and placed inside a steel casing pipe from right-of-way to right-of-way of the interstate; and

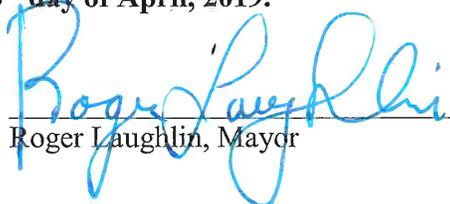
WHEREAS, Iowa DOT would like to enter into a utility agreement to have the City of West Branch relocate the utilities by November 2020; and

WHEREAS, Iowa DOT will reimburse the City for cost associated with the relocation water and sewer utilities currently estimated at \$452,300 which includes engineering services associated with design and construction phase engineering services; and

WHEREAS, it is now necessary to move forward this agreement in order to meet desired project timelines provided by Iowa Department of Transportation.

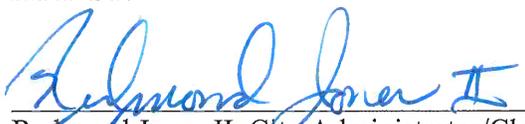
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with the Iowa Department of Transportation be and the same is hereby approved. Further, the Mayor and City Administrator are directed to execute said agreement on behalf of the City.

Passed and approved this 15th day of April, 2019.



Roger Laughlin, Mayor

ATTEST:



Redmond Jones II, City Administrator/Clerk



Utility Reimbursement Agreement
2019

Agreement No.: U-2019-21139
County: Johnson/Cedar
ROW Project No.: IMN-080-7(118)248- -0E-52
IMN-080-7(126)254- -0E-16
Construction Project No.: IM-NHS-080-7(114)248- -03-52
Staff Action No.: 19-0656

IT IS AGREED, by and between the State of Iowa, Iowa Department of Transportation, Highway Division (hereafter Department), and **City of West Branch**, a corporation, with offices in **West Branch, Iowa** (hereafter City) as follows:

1. Project Information

- 1.1. The Department shall proceed with the proposed Reconstruction on I-80 Approx 1.5 mi E of IA 1 to 0.5 mi E of Co Rd X30 in accord with its plans and specifications as designated by the project numbers listed above. The plans and specifications are made a part of this agreement.
- 1.2. 10" sanitary sewer force main, a 16" sanitary force main, and a 12" potable water line owned and operated by the City the project shall be adjusted in accordance with Exhibit "A". Work and operations to be done by the City consist of the following:
 - a. Engineering for the work proposed at the preliminary and construction stages.
 - b. The utilities will be relocated to avoid conflict with the box culvert located at Sta. 1489+07 and placed inside a steel casing pipe from right-of-way to right-of-way.

2. Project Costs and Method of Payment

- 2.1. The total estimated cost (**\$452,300.00**) required by the project for adjustment of City facilities and estimated **Department share of such costs** are shown on the itemized cost estimate included in Exhibit "B". The Department's share of costs will be limited to only those costs that are eligible for Federal-aid reimbursement as per Title 23, Code of Federal Regulations (CFR), Part 645.
- 2.2. If actual costs will exceed 125% of the estimate, the City shall promptly request written approval from the Department to exceed the estimated cost unless the additional cost is \$10,000 or less. Such requests shall include an updated itemized cost estimate and an explanation for the increased costs. The Department will not reimburse the City for costs exceeding 125% of the estimate unless the Department approves such a request in writing.
- 2.3. For full and complete compensation for all work, materials, and services furnished under the terms of this agreement, the City shall be paid actual costs as estimated on Exhibit "B", subject to the provisions of Section 4 of this agreement.

3. Construction

- 3.1. The City agrees to perform the work specified to adjust its facilities, and further certifies:
 - a. It is financially capable of performing the work prior to being reimbursed.
 - b. The work shall be done by qualified, properly trained, and experienced personnel.
 - c. The work shall be done no later than fifteen (15) days prior to the letting date.
 - d. It is aware of all applicable work requirements and administrative rules imposed by the Federal Highway Administration and the Department.
- 3.2. Upon receipt of written notice to proceed from the Department, the City shall adjust its facilities in a satisfactory manner as outlined in paragraph 1.2 that will not interfere with the highway project. The City shall notify the appropriate Resident Construction Engineer of the date on which City work begins in the project area and of the anticipated completion date. The City will also inform the Department when each phase of the work is completed. If a change in schedule is warranted, it shall be approved by the Department Resident Construction Engineer.

4. Billing and Final Payment

- 4.1. The City may elect to provide the Department with an invoice at various stages of the utility adjustment effort. However, the invoice shall only be for expenses incurred prior to the date of the invoice. The City shall provide the Department with an invoice that includes the following:
 - a. City name
 - b. Date of invoice
 - c. Invoice number
 - d. Agreement number as shown on page 1 of this agreement

Utility Reimbursement Agreement

- e. ROW project number as shown on page 1 of this agreement
 - f. Beginning and ending dates of work
 - g. An itemized statement of actual costs incurred, including a specific description of each item, product, or service provided. Labor, indirect costs, and direct costs shall be identified separately.
 - h. Total amount claimed to date
 - i. Previous payments to date, if any
 - j. City project or activity numbers
 - k. If the invoice is final, it shall conspicuously show the word "FINAL" near the top of the invoice. Otherwise, the invoice shall conspicuously show the word "PROGRESS" near the top of the invoice.
 - l. If more than one progress payment is requested, the total of all progress payments will not exceed 90% of the Department's share of the cost as specified in Exhibit "B"
- 4.2. Upon receiving a final invoice, the Department will send the City a Certificate of Completion. The City shall complete the certificate and return it to the Department. The Department will either acknowledge and accept the work as complete or explain why it cannot do so. After the work is accepted as complete, the Department may perform a final audit of the City's claimed cost.
- 4.3. Without further compensation, other than performance by the Department of its obligations as stated in this agreement, the City shall execute and deliver to the Department, on forms supplied by the Department, a Disclaimer of Interest in Realty in and to all rights-of-way acquired by the Department for this project.
- 4.4. Upon satisfactory completion of the work, completion of a final audit by the Department, and receipt of a properly executed Disclaimer of Interest in Realty from the City, the Department shall make a final payment to the City. Final payment (which includes the final progress payment and the retainage release) will be equal to the difference between the total eligible costs and the amount previously reimbursed, if any. In the event justifiable audit exceptions exist, or for other reasons the City has been overpaid, the City will promptly refund to the Department any overpayment previously made.

5. General Provisions

- 5.1. The City hereby acknowledges receipt of notice and waives further notice required by law.
- 5.2. In accordance with the Department's Utility Accommodation Policy, this agreement by itself does not constitute a permit nor does it grant permission to occupy the primary highway rights-of-way. Where facilities are to be located on or across the rights-of-way, the City is responsible for obtaining a permit from the District Engineering Operations Technician prior to commencing work within the rights-of-way.
- 5.3. This agreement is subject to the following provisions of 23 CFR Part 645 and the Department's Utility Accommodation Policy, as set forth in Administrative rules 761 Iowa Administrative Code (IAC) Chapter 115, which are incorporated by reference.
- 5.4. All work performed pursuant to this agreement shall comply with 49 CFR Part 21-Nondiscrimination in Federally Assisted Programs of the Department of Transportation and all other applicable State or Federal laws, regulations, or directives, as of the date of execution of this agreement.
- 5.5. The City shall perform future construction, repair, replacement, or maintenance of the City's facilities within Department's highway rights-of-way in accordance with the Department's Utility Accommodation Policy.
- 5.6. The City and its contractors, or subcontractors where applicable, shall maintain all books, documents, accounting records, supporting cost proposals, and other evidence pertaining to costs incurred and make such material available at their respective offices at all reasonable times during the period of this agreement. These records shall be available for 3 years from the date of final payment under this agreement for inspection by the Department, Federal Highway Administration, or any authorized representative of the Federal government. The City shall furnish copies of these records, if requested.
- 5.7. If difficulties or delays arise which, in the opinion of the Department, make it impractical to proceed with the proposed improvement, the Department may cancel this agreement by written notification to the City and this agreement shall become null and void, provided such notification is given prior to the notice by the Department to the City to proceed.
- 5.8. This agreement and the referenced exhibits constitute the entire agreement between the City and the Department concerning this project. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Any addendums shall become effective only upon written approval of the City and the Department. If any clause in this agreement is declared invalid, it shall not void the entire agreement.
- 5.9. This agreement shall be executed and delivered in two or more copies, each of which shall be deemed to be an original and shall constitute but one and the same agreement.
- 5.10. The attention of the City is directed to the provisions of an act of Congress known as Title 23, United States Code, Section 1 and any other acts of Congress providing for road improvements. When the Federal Government is to pay all or any portion of the cost of an improvement or project, the construction work, although it is under the supervision of the Department and subject to laws of the State of Iowa, is also subject to the above-mentioned acts of Congress and to all authorities. This construction work shall be subject to inspection by duly authorized agents of the Federal Government,

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but this inspection will not make the Federal Government a party to the contract.

5.11. All work done under this utility accommodation permit must conform to Buy America requirements in accordance with 23CF 635.410 as it relates to permanently incorporated steel and/or iron materials. Exhibit C contains the Buy America documents. BA1 is a guide of why Buy America applies and how to apply Buy America requirements. BA2 and BA3 need to be signed and submitted to the DOT with the permit application.

5.12. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work shall be of domestic origin and shall be melted and manufactured in the United States. The Engineer may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1% of the contract sum or \$2,500, whichever is greater. The Contractor shall certify that these materials are of domestic origin. This amount shall include transportation, assembly, and testing as delivered cost of foreign products to the project.

6. Signatures

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed by their duly authorized officers on the dates below indicated.

Executed by the City this 25 day of APRIL, 2019

CITY OF WEST BRANCH

By ROGER LAUGHLIN - MAYOR (Print Name/Title)

State of IOWA ss County of CEDAR

This instrument was acknowledged before me on this 25 day of APRIL, 2019,

by GORDON R EDGAR, as FINANCE OFFICER of WEST BRANCH (Name) (Title) (City)



Gordon R Edgar Notary Public in and for said State

Executed by the Department this _____ day of _____, 2019 STATE OF IOWA IOWA DEPARTMENT OF TRANSPORTATION

By _____ Martin J. Sankey, Director Office of Right of Way State of Iowa

State of Iowa ss County of Story

This instrument was acknowledged before me on this _____ day of _____, 2019, by Martin J. Sankey, as Director, Office of Right of Way of the Iowa Department of Transportation.

Notary Public in and for said State

