IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM FUNDING
(Traffic Control Device)

County	Pottawattamie
Recipient	City of Council Bluffs
Project No.	CS-TSF-1642(679)--85-78
Iowa DOT Agreement No.	2019-TS-019

This agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Council Bluffs, 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 4 Local Systems Engineer in Atlantic, Iowa. The Recipient's contact person shall be Mark Franz, Street Superintendent.

c. The Recipient shall be responsible for the development and completion of the following described project located in the city of Council Bluffs:

The current traffic signal at the intersection of North Broadway and Hunter Avenue violates the Manual on Uniform Traffic Control Devices (MUTCD) requirements, as side street movements are stop controlled. The purpose of this project is to replace the existing, nonconforming MUTCD traffic signal with a pedestrian hybrid beacon, commonly known as a High-Intensity Activated Crosswalk (HAWK) signal, which adheres to MUTCD guidance. 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: $40,000

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 cost of materials purchased for initial installation of traffic control devices or replacement of obsolete traffic control devices to comply with the applicable warrants in the Manual on Uniform Traffic Control Devices (MUTCD) adopted in 761 Iowa Administrative Code 130.1(321).

e. Project activities and costs ineligible for TSIP funds include, but are not limited to, the following: (a) any and all costs incurred prior to Transportation Commission approval of funding; (b) maintenance or energy costs for traffic control devices or lighting; or (c) installation costs.

f. For traffic control device projects where the devices will be furnished and installed by a contractor, the contract will need to have a bid item for materials only.

g. 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

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 85th percentile speed is at/over 35 mph.

5. Procurement

a. If the estimated project cost is greater than the competitive bid threshold established pursuant to Iowa Code 314.1, the Recipient shall follow the competitive bidding procedures in Iowa Code sections 26.3 through 26.13. 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. However, 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. 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 estimated project cost is less than the competitive bid threshold established pursuant to Iowa Code section 314.1, the Recipient shall solicit competitive quotations in accordance with Iowa Code section 26.14. Before placing an order to purchase the materials, the Recipient shall provide the DOT with a summary of the quotes received and the vendor selected and request approval to proceed. After receiving DOT approval, the Recipient may proceed with the purchase of materials.

c. The Recipient shall notify prospective bidders and quoters 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.

d. The Recipient shall use positive efforts to solicit bids or quotes 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.

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 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.

c. 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.

d. The Recipient shall install, or cause to be installed, the traffic control devices provided by this agreement.

e. 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.

f. 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.

g. 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, 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.

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.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2019-TS-019 as of the date shown opposite its signature below.

City of Council Bluffs, Iowa:

By: _____ Date _____, 20_____.

Title: _____

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 by virtue of a formal Resolution duly passed and adopted by the City, on

the _____ day of _____, 20_____.

Signed _____ Date _____, 20_____.
City Clerk of Council Bluffs, Iowa

Iowa Department of Transportation:

By:_____ Date _____, 20_____.
Steve J. Gent
Director,
Office of Traffic and Safety

EXHIBIT A-1
[Project Location]

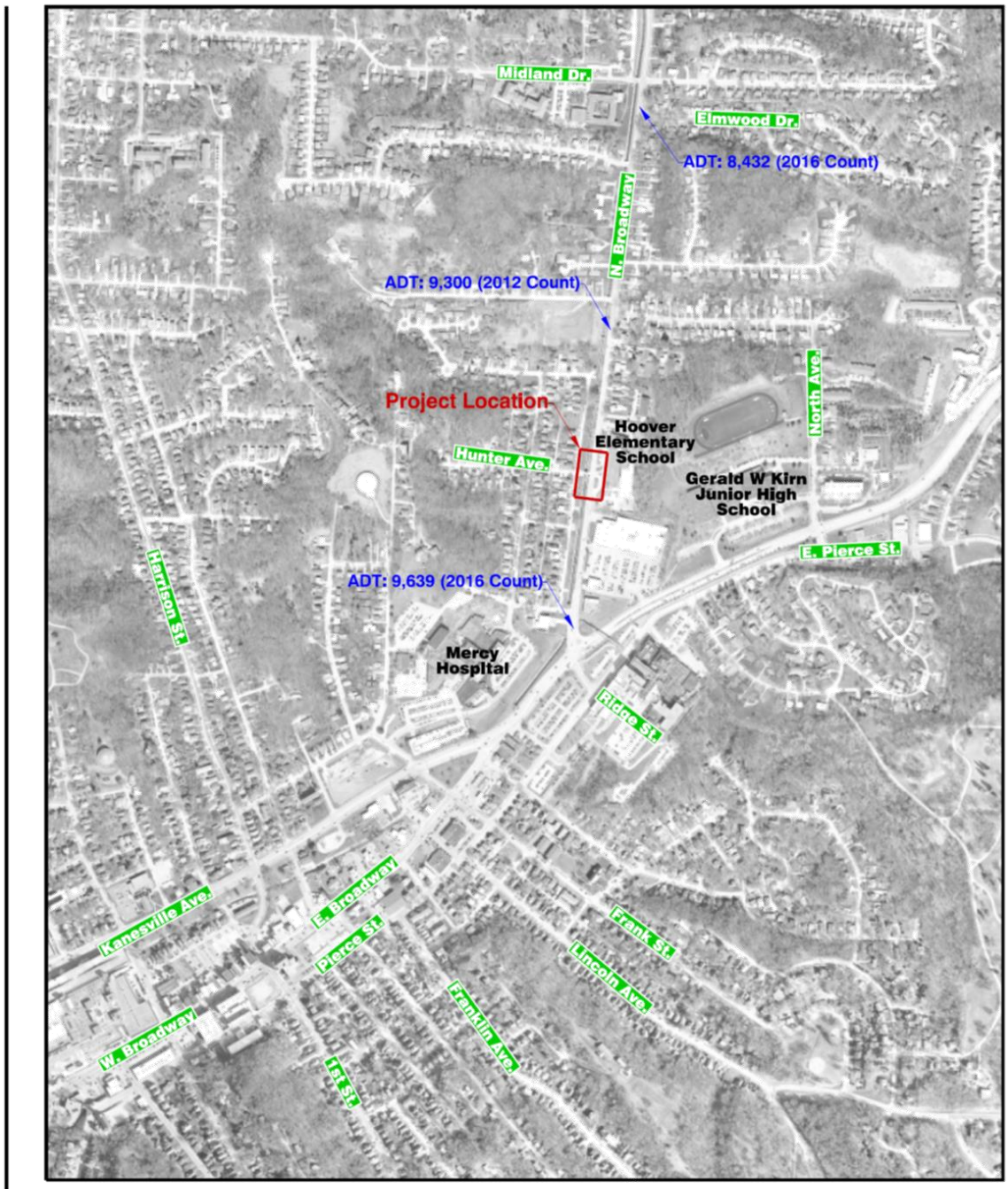


EXHIBIT A-2
[Estimated Project Cost]

C. ITEMIZED BREAKDOWN OF COST
BIDDER: Engineer's Estimate

PROJECT: N. Broadway & Hunter Ave. TSIP
Pedestraian Traffic Signal Upgrades
DATE: August 2017

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
	HAWK SIGNAL				
1	MOBILIZATION	1	LS	$2,000.00	$2,000.00
2	TRAFFIC SIGNAL REMOVAL	1	LS	$2,500.00	$2,500.00
3	COMBINATION MAST ARM SIGNAL AND LIGHTING POLE & FOUNDATION (15' & 20') & (20' & 25')	2	EACH	$14,000.00	$28,000.00
4	TRAFFIC SIGNAL, 2-SECTION	4	EACH	$750.00	$3,000.00
5	TRAFFIC SIGNAL, 3-SECTION	4	EACH	$1,000.00	$4,000.00
6	TRAFFIC SIGNAL CONTROLLER, TYPE TS2 WITH CONTROLLER CABINET (POLE MOUNTED)	1	EACH	$12,000.00	$12,000.00
7	PEDESTRIAN SIGNAL	2	EACH	$675.00	$1,350.00
8	PEDESTRIAN PUSH BUTTON	2	EACH	$250.00	$500.00
9	2-INCH CONDUIT, JACKED	100	LF	$20.00	$2,000.00
10	TRAFFIC SIGNAL & LIGHTING WIRING	1	LS	$2,500.00	$2,500.00
11	250W HPS EQUIVALENT LED ROADWAY LUMINAIRE	2	EACH	$1,500.00	$3,000.00
12	OVERHEAD SIGN	6	EACH	$250.00	$1,500.00
13	SIGN AND POST	5	EACH	$400.00	$2,000.00
				HAWK SIGNAL TOTAL	**$64,350.00**
	RIGHT OF WAY				$0.00
	CONTINGENCIES (10%)				$6,400.00
	SAFETY RELATED PROJECT COSTS				**$70,800.00**
	UTILITY RELOCATIONS (3%)				$1,900.00
	DESIGN ENGINEERING (15%)				$9,700.00
	CONSTRUCTION ENGINEERING (5%)				$3,200.00
	ADA CURB RAMP UPDATE				$8,400.00
	INELIGIBLE EXPENSES PROJECT COSTS				**$23,200.00**
	TOTAL PROJECT COST				**$94,000.00**

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

    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