CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 3, 2021

ITEM:

Motion – Approval of Cooperative Agreement for Primary Road Project with IDOT
Blue Creek Stormwater Detention Facilities

FINANCIAL IMPACT:

The costs for the project will be paid by the City of West Des Moines. Detailed project costs for this work are not known at this time. All costs will be paid from account no. 660.000.000.5250.490 with the ultimate funding intended to come from Stormwater Revenue.

BACKGROUND:

The City of West Des Moines, in cooperation with the Iowa Department of Transportation (IDOT), proposes to design and construct a series of stormwater detention facilities within or adjacent to the Iowa Department of Transportation (IDOT) right-of-way adjacent to I-235 and along Blue Creek generally from Valley West Drive to 22nd Street. The primary goal of the project is to provide regional stormwater detention to better manage runoff and control flooding that exists in the immediate area. The stormwater detention facilities were originally identified in the Westown Parkway PCP Drainage Study completed in June 2019. Hydraulic modeling and conceptual design will only be performed for proposed Basin 1. Only construction of proposed Basins 2-5 are being considered at this time. This Agreement outlines the roles and responsibilities of each party. Construction is anticipated to commence in Spring 2022.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Approve:

Motion approving the Cooperative Agreement for Primary Road Project with IDOT for the Blue Creek Stormwater Detention Facilities.

Lead Staff Member: Brian J. Hemesath, P.E., City Engineer

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney RJS
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

IOWA DEPARTMENT OF TRANSPORTATION
Cooperative Agreement
For Primary Road Project

County	Polk
City	West Des Moines
Project No.	IMN-235-2(678)1--0E-77
Iowa DOT Agreement No.	2021-16-100
Staff Action No.	

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the City of West Des Moines, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The LPA proposes to establish or make improvements to Interstate 235 within Polk County, Iowa; and

The LPA and the DOT are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current design of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

a. The LPA 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 LPA's contact person. The DOT's contact person shall be the District Engineer, Tony J. Gustafson. The LPA's contact person shall be the City Engineer, Brian Hemesath.

c. The LPA shall be responsible for the development and completion of and the DOT will let the following described primary highway project:

The LPA proposes to construct and maintain a series of detention basins in the Iowa Department of Transportation (Iowa DOT) Right-Of-Way (ROW) adjacent to Highway I-235. The proposed work is located in Section 04, Township 78N, Range 25W on Interstate 235 generally located in City of West Des Moines. Work proposed is more specifically located as being from Interstate 235 Mainline Station 426+00 (Valley West Drive over I-235 Bridge) to Interstate 235 Mainline Station 438+00 (22nd Street over I-235 Bridge) on the north side of Interstate 235.

The LPA will construct the necessary roadway grading to accommodate a fourth through lane on Interstate 235 westbound from the westbound exit ramp taper area to Valley West Drive/35th Street in West Des Moines east to the westbound entrance ramp taper area from 22nd Street in West Des Moines. Grading will include horizontal geometric modifications at the Valley West Drive westbound exit ramp and the 22nd Street westbound entrance ramp in West Des Moines.

d. The LPA is proceeding with the project with the understanding that the proposed work is subject to DOT and Federal Highway Administration (FHWA) review and approval.

2. Project Costs

a. The LPA shall be responsible for all project costs and shall reimburse the DOT an estimated $3,700,000. The amount paid by the LPA upon receipt of proper billing by the DOT will be determined by the actual quantities in place and the accepted bid at the contract letting.

b. The LPA will bear all costs except those allocated to the DOT under other terms of this Agreement.

3. Environmental, Right-of-Way, Permits and Other Requirements

a. The LPA shall be responsible for obtaining any necessary permits from the DOT, 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, or other construction permits required for the project prior to the start of construction. Neither the approval of funding nor the signing of this Agreement shall be construed as approval of any required permit from the DOT.

b. The LPA shall obtain all project permits and / or 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, or other State or Federal agencies as may be required.

c. If right-of-way is required for the project, the LPA shall acquire the necessary right-of-way. The LPA 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.

d. Additionally, the portions of right-of-way acquired for improvements to the Primary Road System shall be acquired in the name of the State of Iowa. The LPA will properly close the sale of each parcel and shall furnish the DOT copies of all completed contracts, deeds, conveyances and condemnation documents (for state right of way).

e. If the project requires any tree or shrub removal, the LPA agrees to relocate or plant new trees/shrubs of a similar type, subject to the approval of the DOT and without expense to the DOT within the vicinity of the project. The LPA agrees to plant new trees at a 3:1 ratio.

f. If the project requires utility relocations, subject to the approval of and without expense to the DOT, the LPA agrees to perform or cause to be performed all relocations, alterations, adjustments or removals of existing utility facilities, including but not limited to power, telephone lines, fiber optics lines, natural gas pipelines, water mains and hydrants, curb boxes, utility accesses, storm water intakes, sanitary sewers, and related poles, installations and appurtenances, whether privately or publicly owned, and all parking meters, traffic signals and other facilities or obstructions which are located within the limits of an established street or alley and which will interfere with construction of the project and the clear zone. All utility relocations shall be accomplished in accordance with the DOT's Utility Accommodation Policy, as set forth in 761 Iowa Administrative Code, Chapter 115. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

4. Project Design

a. The LPA or its consultant shall be responsible for the design of all proposed improvements more specifically discussed in Attachment A to this agreement.

b. The work shall be performed in accordance with DOT Design Manual and Standard Specifications as applicable.

c. The project plans, specifications and engineer's cost estimate shall be prepared and certified by a Professional Engineer licensed to practice in the State of Iowa.

d. The project design shall comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways", by the Federal Highway Administration, as adopted by DOT, as per 761 Iowa Administrative Code, Chapter 130.

e. The project design will require review and approval by the DOT and the FHWA.

5. Bid Letting

a. The LPA shall submit the plans, specifications, estimate, and all other contract documents for review by the DOT. The project may be submitted for letting in phases, in the order of preference as determined by the LPA. All plan submittals shall be in accordance with the Major Project schedule, as shown on the Instructional Memorandum to Local Public Agencies 3.010, Project Development Submittal Dates and Information, published by the DOT's Office of Local Systems. The Major Project schedule shall be accelerated in the most reasonable manner for internal DOT review and approvals dependent on timely submittals from the LPA.

b. The project will be let by the DOT in accordance with its normal letting procedures. As a condition for the DOT to let the project, the LPA agrees that the LPA has the financial resources to proceed with the project if bids submitted are 110% of the project cost estimate or less. If the LPA is a city, the LPA shall comply with the public hearing requirements of the Iowa Code section 26.12.

c. When let by the DOT, the DOT will identify the lowest responsive bidder. When bids submitted are more than 110% of the project cost estimate, the DOT will provide an electronic tabulation of responsive bids to the LPA for concurrence. The LPA shall either take action to accept the award to the lowest responsive bidder or reject all bids. The LPA shall provide such confirmation by email. Following LPA concurrence in the award of contract, the DOT shall execute the contract.

d. The DOT shall be the contracting authority for the project.

6. Construction & Maintenance

a. The DOT will provide an engineer at no additional cost to the LPA, to serve as the person in responsible charge and provide oversight of the construction project including final approval of change orders, materials submittals, and final acceptance of the project.

b. The LPA will provide daily inspection of the project through its consultant including the compilation of a daily log of materials, equipment, and labor used on the project. The LPA agrees to have their consultant work under the direction of the DOT's person in responsible charge.

c. The LPA shall comply with the procedures and responsibilities for materials testing and construction inspection according to DOT's Materials Instructional Memorandums (I.M.'s) and the Construction Manual. If requested, the DOT may be able to perform some testing services. If performed, the DOT will bill the LPA for testing services according to its normal policy.

d. The work on this project shall be in accordance with the approved plans and specifications. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.

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

f. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code sections 150.3(1)c and 150.4(2) will remove or cause to be removed all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.

g. With the exception of service connections, no new or future utility occupancy of project right-of-way, nor any future relocations of or alterations to existing utilities within said right-of-way (except service connections), will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

h. Upon completion of the project the DOT will own the detention basins including inspections. Upon notification of a maintenance need in the area by the DOT to the LPA, the LPA agrees to perform or cause to be performed any maintenance needed at no expense to the DOT.

i. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.

j. After the project construction is complete and prior to final acceptance of the project by the DOT, the LPA shall furnish three sets of "as-built" plans to the DOT's contact person.

k. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

7. Traffic Control

a. Interstate 235 through-traffic will be maintained during the construction. Night-time work will be allowed.

b. 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" as per 761 Iowa Administrative Code, 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.

8. Payments and Reimbursements

a. The DOT will make initial payments to the consultant(s) and contractor(s) for construction costs from the Primary Road Fund. The DOT will periodically invoice the LPA (no more frequently than every six (6) months). The LPA shall promptly reimburse the DOT for its share of the project costs. Reimbursement will be provided to the DOT either by a warrant or voucher from the LPA, or by crediting the Primary Road Fund from the funding sources provided to the LPA by this agreement.

9. General Provisions

a. The LPA shall maintain records, documents, and other evidence in support of the work performed under the terms of this agreement. 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 and / or the Federal Highway Administration (FHWA), or their designees at all reasonable times. The LPA shall provide copies of said records and documents to the DOT upon request. The LPA shall also require its contractors to permit authorized representatives of the DOT and / or the FHWA to inspect all work materials, records, and any other data with regard to agreement related costs, revenues and operating sources. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final amendment / modification to the project in the FHWA's Fiscal Management Information System (FMIS). Upon receipt of such approval by FHWA, the DOT will notify the LPA of the record retention date.

b. In accordance with Title VI of the Civil Rights Acts of 1964 and Iowa Code Chapter 216 and associated subsequent nondiscrimination laws, regulations and executive orders, the LPA 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.

c. The LPA 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, inspection, or use of this project. 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.

d. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.

e. This agreement is not assignable without the prior written consent of the DOT.

f. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.

g. 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. The DOT and the LPA 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.

h. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.

i. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2021-16-100 as of the date shown opposite its signature below.

CITY OF WEST DES MOINES:

By:_____Date_____, 2021.
Title: Mayor

I,_____, certify that I am the Clerk of the City, and that_____, who signed said Agreement for and on behalf of the City was duly authorized to execute the same on the day of_____, 2021.

Signed:_ City Clerk of West Des Moines,
Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

By:_____Date_____, 2021.
Tony Gustafson
District Engineer
District 1

EXHIBIT A

Figure 7
Blue Creek Potential Solutions

Legend

- Inlet
- Manhole
- Outlet
- Existing Pipe
- Potential Above Ground Detention

N

0 300 600 Feet

HRGreen

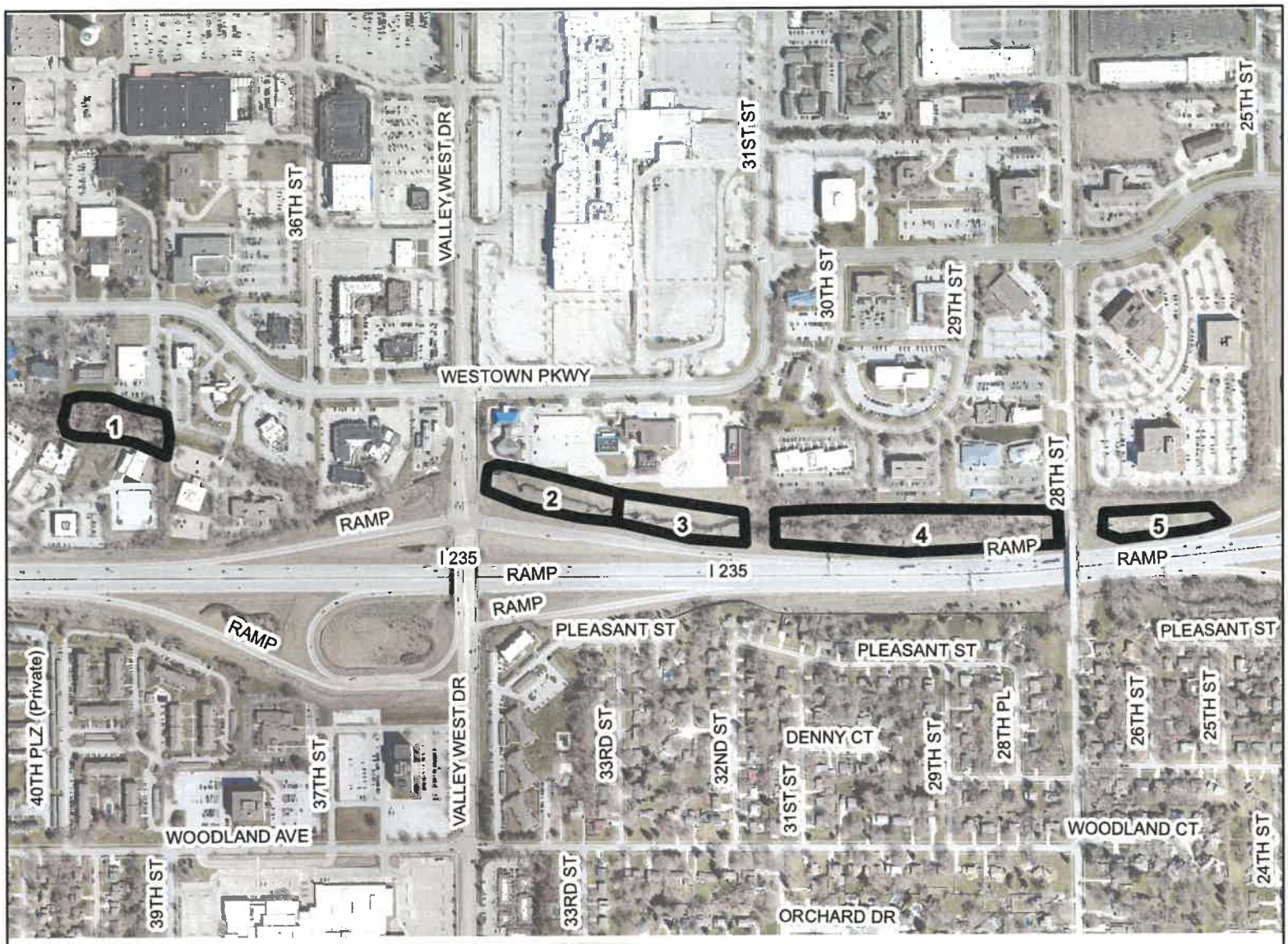
2021-16-100_West Des Moines

HRG O:\40150029\GIS\MXD\Deliverables\Ex_Figure7_BlueCreekDetention.mxd Plotted: 5/14/2019 at 3:31:23 PM by kklavon

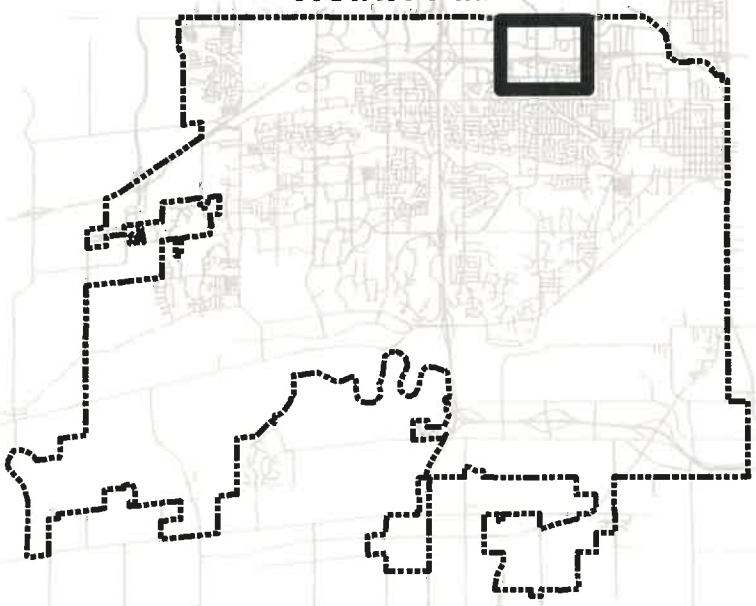
Opinion of Probable Cost
Blue Creek Detention Basins #2-5
From Valley West Drive to 22nd Street
West Des Moines, Iowa
April 2021

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1	2101-0850001	CLEARING AND GRUBBING	ACRE	13.5	$ 3,300.00	$ 44,550.00
3	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW (MCCLURE, IOWA DOT SECTION)	CY	71,209	$ 15.00	$ 1,068,135.00
4	2102-2710090	EXCAVATION, CLASS 10, WASTE	CY	47,496	$ 15.00	$ 712,440.00
5	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	6,450	$ 40.00	$ 258,000.00
6	2416-0100012	APRONS, CONCRETE, 12 IN. DIA.	EACH	2	$ 1,500.00	$ 3,000.00
7	2416-0100015	APRONS, CONCRETE, 15 IN. DIA.	EACH	1	$ 1,700.00	$ 1,700.00
8	2416-0100018	APRONS, CONCRETE, 18 IN. DIA.	EACH	1	$ 2,500.00	$ 2,500.00
9	2416-0100048	APRONS, CONCRETE, 48 IN. DIA.	EACH	1	$ 4,000.00	$ 4,000.00
10	2435-01401XX	MANHOLE, STORM SEWER, SW-401, XX IN.	EACH	5	$ 5,000.00	$ 25,000.00
11	2503-0114212	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D, CLASS III, 12 IN.	LF	120	$ 100.00	$ 12,000.00
12	2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D, CLASS III, 15 IN.	LF	60	$ 75.00	$ 4,500.00
13	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D, CLASS III, 18 IN.	LF	80	$ 80.00	$ 6,400.00
14	2503-0114248	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D, CLASS III, 48 IN.	LF	40	$ 225.00	$ 9,000.00
15	2507-6800021	REVETMENT, CLASS B (STILLING BASIN)	TON	490	$ 70.00	$ 34,300.00
16	2507-6800042	REVETMENT, CLASS D (RIFFLE AND TOE ROCK)	TON	3,900	$ 60.00	$ 234,000.00
17	2507-6800061	REVETMENT, CLASS E (OUTLET PROTECTION)	TON	90	$ 30.00	$ 2,700.00
18	2519-1001000	FENCE, CHAIN LINK, VINYL COATED	LF	300	$ 70.00	$ 21,000.00
19	2528-8445110	TRAFFIC CONTROL	LS	1	$ 40,000.00	$ 40,000.00
20	2599-9999010	CULVERT UNDER VALLEY WEST EXTENSION	LS	1	$ 60,000.00	$ 60,000.00
21	2599-9999010	BASIN 3 OUTLET STRUCTURE	LS	1	$ 60,000.00	$ 60,000.00
22	2599-9999010	CULVERT UNDER 28TH EXTENSION	LS	1	$ 60,000.00	$ 60,000.00
23	2599-9999010	CULVERT EXTENSION (428+03)	LS	1	$ 30,000.00	$ 30,000.00
24	2599-9999010	CULVERT EXTENSION (435+44)	LS	1	$ 60,000.00	$ 60,000.00
25	2599-9999010	SWPPP PREPARATION	LS	1	$ 5,000.00	$ 5,000.00
26	2599-9999010	SWPPP MANAGEMENT	LS	1	$ 5,000.00	$ 5,000.00
27	2599-9999010	LANDSCAPING	LS	1	$ 200,000.00	$ 200,000.00
28	2599-9999018	TEMPORARY RECP, TYPE 3.B	SY	38,900	$ 2.00	$ 77,800.00
29	2601-2634105	MULCH, BONDED FIBER MATRIX	ACRE	13.5	$ 3,000.00	$ 40,500.00
30	2601-2636043	SEEDING AND FERTILIZING (RURAL)	ACRE	13.5	$ 1,000.00	$ 13,500.00
31						
		SUBTOTAL				$ 3,095,025.00
		CONTINGENCY (20%)				$ 619,005.00
		PIPELINE ADJUSTMENTS				$ 100,000.00
		TOTAL PROJECT				**$ 3,814,030.00**

Since McClure Engineering Co. has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, McClure Engineering Co.'s opinions of probable project cost or construction cost for this project will be based solely upon its own experience with construction, but McClure Engineering Co. cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If greater assurance is required as to the construction cost, an independent cost estimator should be employed.



VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

Blue Creek Detention Facilities

LOCATION:

Exhibit "A"

DRAWN BY: JDR	DATE: 3/16/2021	PROJECT NUMBER/NAME: 0510-048-2019	SHT. 1 of 1