

July 2014

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PAUL J. GILL
WOODBURY COUNTY
CLERK & REGISTER &
COMM. OF ELECTIONS

**IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project**

County	<u>2019 OCT 31 AM 8 20 Woodbury</u>
Project No.	<u>IMN-029-6(279)130--0E-97 (Grading) IMN-029-6(281)130--0E-97 (ROW) IMN-029-6(280)132--0E-97 (Grading) IMN-029-6(282)132--0E-97 (ROW)</u>
Iowa DOT Agreement No.	<u>2019-C-009</u>
Staff Action No.	<u>N/A</u>

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

The DOT proposes to establish or make improvements to I-29 within Woodbury County, Iowa; and

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

This Agreement reflects the current concept of the projects 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 DOT will design, let, and inspect construction of the following described projects in accordance with the project plans and DOT standard specifications:

IMN-029-6(279)130--0E-97 (Grading)
Grading at County Road D65/310th Street over I-29 approximately 2.2 miles north of Iowa 141 in Woodbury County. The project provides for raising the bridge over I-29.

IMN-029-6(280)132--0E-97 (Grading)
Grading at County Road K35/Carroll Avenue over I-29 approximately 4.2 miles north of Iowa 141 in Woodbury County. The project provides for raising the bridge over I-29.

2. Project Costs

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

3. Traffic Control

- a. I-29 through-traffic will be maintained during the construction.
- b. It will be necessary to close County Road D65/310th Street and County Road K35/Carroll Avenue during the construction of the projects. The projects will be scheduled such that only one bridge will be closed at a time.
- c. The DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the projects also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.

- d. The DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

- a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road projects.
- b. In connection with the projects any real estate and rights to real estate necessary for right of way at the connection of any public road and a primary highway project, any access road or frontage road, or any permanent utility easements which are or which will be under the jurisdiction of the LPA may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract the LPA will receive title from the contract seller and the LPA will accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding will be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA and to acquire real estate or rights in real estate needed by the DOT for the DOT.

5. Construction & Maintenance

- a. Upon completion of the projects, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 2.110.
- c. If necessary, the DOT will relocate at project cost all existing LPA-owned destination lights, and signs which require adjustment as part of the projects (if any). If the LPA chooses to perform relocation of the LPA-owned lighting and signing, the DOT will reimburse the LPA for said relocations upon receipt of a properly documented billing from the LPA. Any destination lights which require adjustment as part of the projects which are owned by a utility company and rented to the LPA will be relocated by the utility company at no cost to the project.
- d. Structures built by the DOT over or under a primary road will be maintained structurally sound by the DOT, including repairs to floors and railing and painting. For structures serving roadways which are not on the primary road system, the cleaning and removal of snow, debris and foreign objects from local road traffic lanes, sidewalks or walkways within the project limits (if any) including pedestrian overpasses or underpasses will be the responsibility of the LPA.

6. General Provisions


- a. 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.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from

participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.

- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. 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 the projects. 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. 2019-C-009 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF WOODBURY COUNTY:

By:  Date Oct. 9, 2018.
Chairperson

ATTEST:
By: 
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By:  Date 10/16, 2018.
Tony Lazarowicz
District Engineer
District 3