

AGREEMENT BETWEEN WOODBURY COUNTY AND THE CITY OF HORNICK, IOWA

This Agreement is entered into on this 17th day of May, 2022 by and between Woodbury County, Iowa, hereafter referred to as "County", and the City of Hornick, Iowa, hereafter referred to as "City", pursuant to Section 331.429(2) of the Code of Iowa.

The parties to this Agreement hereby agree as follows:

1. Woodbury County has completed plans for a project designated as STBG-SWAP-CO97(142)—FG-97 hereafter referred to as the "Project". This Project involves the replacement of Portland Cement Concrete Pavement on county route K-64, Main Street within Hornick, Merville Blacktop in the rural area, from the Iowa Highway 141 intersection north to 300th Street then east to County Route D-25, or Old Highway 141, in Woodbury County, Iowa. This is a federal aid substitution project with partial funding provided by SRTPA, the regional planning affiliation. The county is the lead agency for the federal aid substitution project development. The county is receiving \$1,200,000 in federal aid toward the total project costs contracted at \$2,555,830.77.
2. The County will be the administrating and contracting authority for this Project. All rights of the County under the construction contract within the corporate limits of the City shall inure to the benefit of the City as if it was also the contracting authority, except for any penalty that may be assessed the Contractor due to late performance of the contract work.
3. The office of the Woodbury County Engineer shall be responsible for all office and field engineering services in connection with Project. The Project shall be constructed in accordance with the standards of the Iowa Department of Transportation. The County shall inspect for compliance of said standards and requirements.
4. The City agrees to hold harmless the County, its governing body, and all of its officials and employees from any and all claims, demands, actions, and judgments for damages arising out of or in connection with the construction of the Project. The City further agrees to indemnify the County, its officials and employees for any resulting damages which are attributable to the City that are assessed against the County or its officials and employees, and for any resulting costs which the county or any of its officials or employees become liable to pay third parties, other than the amount due the Contractor under the construction contract.
5. The County shall be responsible for procuring all permits and approvals that are necessary to construct this project.
6. The County shall be responsible for signing within the limits of this Project and shall properly place all necessary advance warning signs.
7. At the time that construction of the Project is completed and upon written notice of completion by the County, the City shall conduct its own inspection and report any perceived problems to the Woodbury County Engineer within ten (10) days of receiving

notice. The City waives any and all claims of problems to the project not provided to the County Engineer thereafter.


8. Upon final acceptance of the Project, continuing maintenance on the road within the corporate limits will be in compliance with the 2004 Chapter 28E agreement signed by the City and County.
9. The City of Hornick agrees to make financial contribution to Project for the cost of the work within the corporate limits, outside of the center 22' paved roadway, as designated on the attached cost estimate. The estimated total cost for all work within the City is \$115,451.00, less the 47% federal aid substitution funding share of \$54,205.94 leaving an estimated \$61,245.06 to be repaid to the County. The final amount due the County will be based on field measurements and actual quantities used. The City work includes all work within the area between the travelled 22 foot lanes and the right of way line per the attached estimate. The City also will pay the local share of all work to bring sidewalks and pedestrian areas into ADA compliance. Said items are also included in the attached estimate.
10. The City agrees to make a payment of 1/10th of the actual cost upon completion of the Project and acceptance by the County. The remaining amount is due and payable in nine (9) equal annual installments of remaining balance due and payable beginning January 1, 2024, and then on January 1 every year thereafter, with a final payment due January 1, 2032. There will be no interest charged by the County on the outstanding balance. The City may pay back the balance early at the City's option.
11. The terms of this agreement shall be in perpetuity or until such time as the obligations contained in this Agreement are fully complied with.
12. The County does not waive any right or remedy which may be available to recover money due under this agreement. Upon material breach of the terms of this Agreement by the City, the County may declare the entire balance to be immediately due, and after giving the City reasonable notice and opportunity to cure the breach, the County may initiate any action or procedure to protect its interests.
13. The Agreement may be amended from time to time by written agreement of both parties.

WOODBURY COUNTY

  
\_\_\_\_\_  
Keith Radig, Chairperson, Board of Supervisors

May 17, 2022  
Date

I hereby certify that the above and foregoing agreement was duly and legally passed by the Board of Supervisors of Woodbury County, Iowa, and properly included in the minutes of the meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

  
\_\_\_\_\_  
Patrick Gill, County Auditor

May 17, 2022  
Date

CITY OF HORNICK

Scott Mitchell  
Mayor, City of Hornick

05-09-2022

Date

I, Lori J Teel, certify that I am the Clerk of the CITY, and that Scott Mitchell

Who signed said Agreement for and on behalf of the CITY was authorized to execute the same by virtue of a formal Resolution passed and adopted by the CITY, on the 9<sup>th</sup> day of May, 2022.

Lori J Teel  
City Clerk of Hornick

05-09-22

Date

WOODBURY COUNTY -

IDOT PROJECT # STBG-SWAP-C097(142)-FG-97

PROJECT CONTRACT COSTS BASED ON PLAN QUANTITY

ITEM NO.	ITEM CODE	ITEM	UNIT	Div 1	Div 2	TOTAL	COST/UNIT	CONTRACT COST
1	2102-2710070	EXCAVATION CLASS 10 ROADWAY AND BORROW	CY	12,145.00	2,576.00	14721.00	\$9.75	\$143,529.75
2	2115-0100200	MODIFIED SUBBASE, PLACE ONLY	CY	7,439.00	1,568.00	9007.00	\$6.25	\$56,293.75
3	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON	6,696.00	1,488.00	8084.00	\$38.00	\$307,192.00
4	2301-1033080	STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8" - CITY	SY			2826.00	\$30.50	\$86,193.00
	2301-1033080	STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8" - COUNTY	SY	42,323.00	9,806.00	49303.00	\$30.50	\$1,473,241.50
5	2301-9091000	RUMBLE STRIP PANEL (PCC SURFACE)	EACH	2	4	6.00	\$250.00	\$1,500.00
6	2510-6750501	REMOVAL AND CRUSHING OF PAVEMENT - CITY	SY	-	-	2826.00	\$4.00	\$11,304.00
	2510-6750501	REMOVAL AND CRUSHING OF PAVEMENT - COUNTY	SY	42,326.00	8,834.00	49333.00	\$4.00	\$193,332.00
7	2511-6745900	REMOVAL OF SIDEWALK	SY	112.00	-	112.00	\$12.00	\$1,344.00
8	2511-7626004	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	148.00	-	148.00	\$64.00	\$9,472.00
9	2511-7528101	DETECTABLE WARNINGS	SF	128.00	-	128.00	\$30.00	\$3,840.00
10	2512-1725206	CURB AND GUTTER, P.C. CONCRETE, 2.0 FT.	L.F.	82.45	-	82.45	\$40.00	\$3,298.00
11	2527-9283109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	383.40	95.29	448.69	\$18.50	\$8,300.77
12	2818-6910000	SAFETY CLOSURE	EACH	2.00	1	3.00	\$1,025.00	\$3,075.00
13	2528-8445110	TRAFFIC CONTROL	LS	0.70	0.30	1.00	\$8,500.00	\$8,500.00
14	2528-8445113	FLAGGERS	EACH	4.00	2	6.00	\$515.00	\$3,090.00
15	2533-4880005	MOBILIZATION	LS	0.70	0.30	1.00	\$150,000.00	\$150,000.00
16	2599-999018	FILLET CONSTRUCTION	SY	1,231.00	-	1231.00	\$75.00	\$92,325.00
								\$2,555,830.77

Costs broken by jurisdiction		
City	County Participating	County Local
	\$ 118,413.75	\$ 25,116.00
	\$ 46,493.75	\$ 9,800.00
	\$ 250,646.00	\$ 68,544.00
\$ 86,193.00	\$ -	\$ -
	\$ 1,204,698.50	\$ 288,583.00
	\$ 500.00	\$ 1,000.00
\$ 11,304.00	\$ -	\$ -
	\$ 157,996.00	\$ 35,338.00
\$ 1,344.00	\$ -	\$ -
\$ 9,472.00	\$ -	\$ -
\$ 3,840.00	\$ -	\$ -
\$ 3,298.00	\$ -	\$ -
	\$ 6,537.90	\$ 1,762.87
	\$ 2,050.00	\$ 1,025.00
	\$ 5,950.00	\$ 2,550.00
	\$ 2,060.00	\$ 1,030.00
	\$ 105,000.00	\$ 45,000.00
	\$ 92,325.00	\$ -
\$ 115,451.00	\$ 1,992,632.90	\$ 447,746.87

SWAP Share per Iowa DOT agreement \$1,200,000 maximum toward construction cost

47%

HORNICK TOTAL  
Hornick SWAP share  
Repay due to County from Hornick

\$ 115,451.00  
\$ 54,205.84  
\$ 61,245.00