

July 2014

IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project

County	<u>Woodbury</u>
Project No.	<u>NHSX-020-1(175)--3H-97</u>
Iowa DOT	
Agreement No.	<u>2022-C-100</u>
Staff Action No.	<u>22-0524</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 U.S. 20 within Woodbury County, Iowa; and

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

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

Hot Mix Asphalt (HMA) resurfacing, milling, and paving on east bound and west bound U.S. 20 from Little Whiskey Creek to Lawton. See Exhibit A for location.

2. Project Costs

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$69,384, as shown in Exhibit B. LPA reimbursement will be made in three (3) equal yearly installments of approximately \$23,128 each. The first installment will be due upon completion of construction and proper billing by the DOT. The final two installments will be billed to the LPA one and two years subsequent to the date of the first billing respectively. The actual amount of reimbursement will be determined by the quantities in place and the accepted bid at the contract letting.
- b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. U.S. 20 through-traffic will be maintained during the construction.

4. Right of Way and Permits

- a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.

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5. Construction & Maintenance

- a. 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.
- 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 7.110.

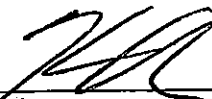
6. General Provisions

- 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 not 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 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.

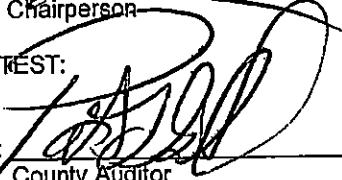
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IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2022-C-100 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF WOODBURY COUNTY:

By:  Date June 14, 2022
Chairperson

ATTEST:

By:  County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:


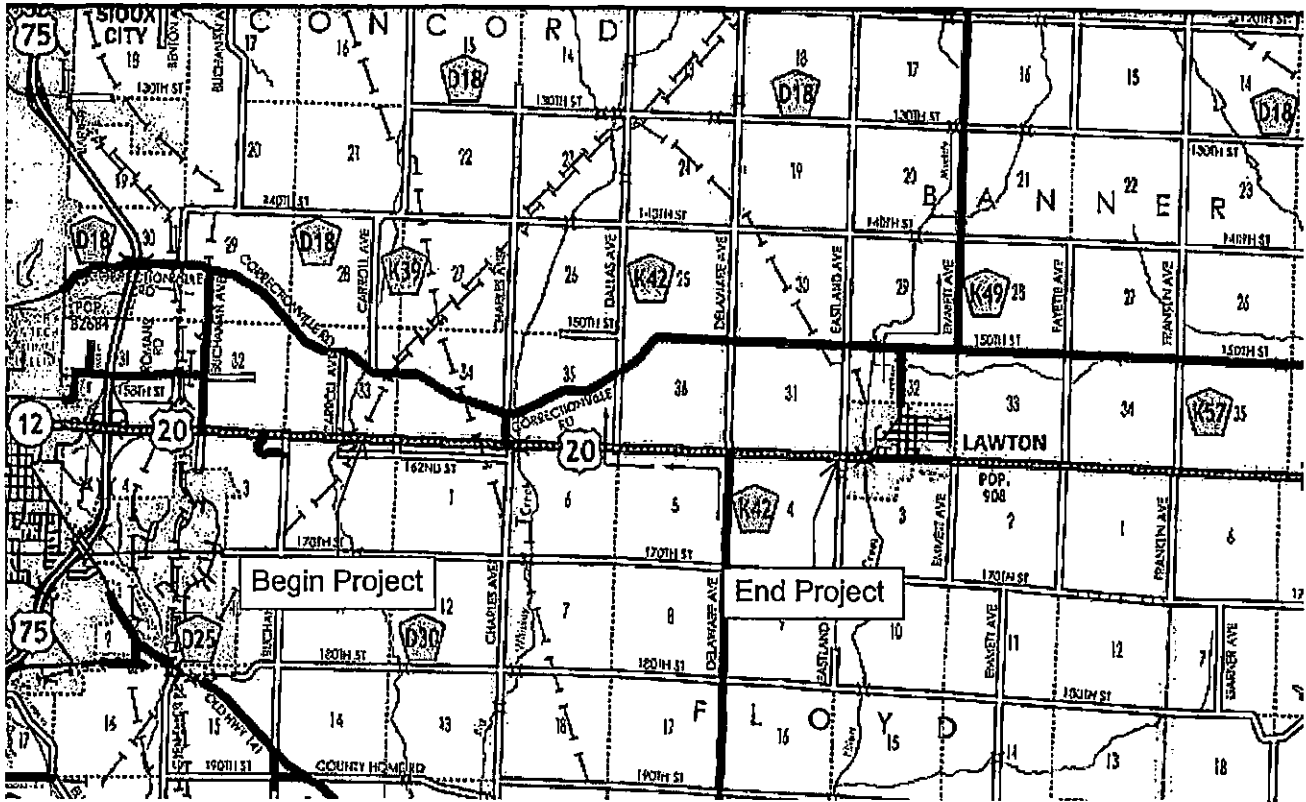
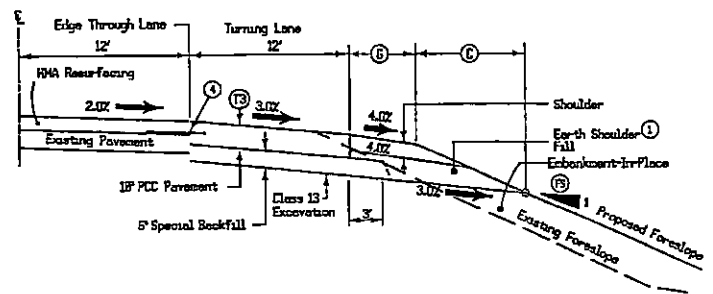
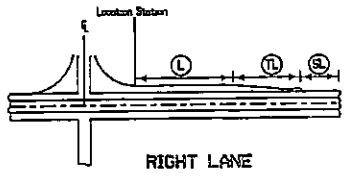
By:  Date July 7, 2022
Jessica Felix, P.E.
District Engineer
District 3

Exhibit A



RTR-2

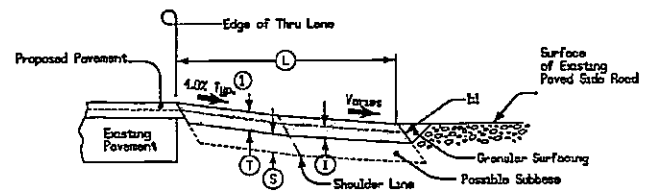
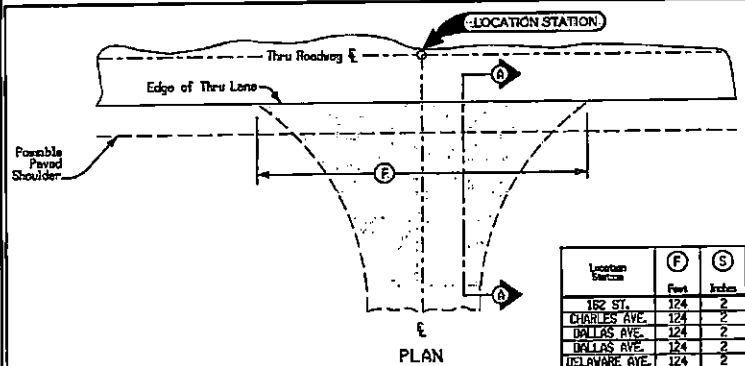


- Notes:
Normal section shown may be modified appropriately in areas of special/steep curves or other locations specifically designated by the engineer.
- Material to be included in the price bid for "Embarkment-In-Place" and shown to be bid as "Earth Shoulder Finish".
 - Include taper and tree thru intersection.
 - For Longitudinal Joint use R-3 joint. For Joint details use Standard Road Plan R-10.
 - See "V" sheets for right turn layout.
 - Transverse joints to be 12' joints on right turn and side roads.

ROAD IDENTIFICATION	Location Station	Side	Design Quantities Per Location							Design Quantities Per Location				Comments	
			(S)	(E)	(C)	(F)	(L)	(TL)	(SL)	PCC Pavement Sq. Yds.	Special Backfill Tonn.	Class 13 Excavation Cu. Yds.	Embarkment-In-Place Cu. Yds.		Earth Shoulder Finishing Sta.
US 20 NB	533+44	LT	18.0	4	8.5	6	652.8	1196.8	88.4	382.4	532.2	258.8	7.1	1888	25.4

TYPICAL HALF SECTION
NEW PCC RIGHT TURN LANE

7149
Modified



- Special shaping of existing surface prior to placement of fillet or fillet extension may be required by the Engineer and is incidental to other work on the project.
Pavement quantities included with machine quantities.
- Mark existing slope.

Location Station	(F)	(S)	(I)	(T)	(L)	Remarks
	Feet	Inches	Inches	Inches	(Sq. Yds.)	
100 ST.	124	2	4	8	58	RT SIDE
CHARLES AVE.	124	2	4	8	58	RT SIDE
DILLAS AVE.	124	2	4	8	58	RT SIDE
DILLAS AVE.	124	2	4	8	58	LT SIDE
DELAWARE AVE.	124	2	4	8	58	LT SIDE
EASTLAND AVE.	124	2	4	8	58	LT SIDE
EASTLAND AVE.	124	2	4	8	58	LT SIDE

SECTION A-A

FILLET EXTENSION FOR NON-PAVED SIDE ROADS