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July 2014

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

| | |
|---|---|
| County | Woodbury/Ida |
| Project No. | NHSN-020-1(123)--2R-97 |
| Iowa DOT Agreement No. | 2016-C-046 |
| Staff Action No. | S-2016-0368 |

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

The DOT and the LPA previously entered into the following agreement(s) for the above referenced project: Agreement No. 2013-1-091 for right of way acquisition was executed by the DOT and LPA on December 14, 2012 and December 4, 2012 respectively; 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:

Portland Cement Concrete (PCC) pavement grade and new on U.S. 20 from east of Correctionville east to the west junction with U.S. 59 (see Exhibit A for location).

b. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:

i. 155th Street will be reconstructed from the west edge of County Road L37/Safford Avenue west approximately 2,249 feet. A 30-foot wide roadway with 24-foot wide granular surfacing will be constructed.

ii. County Road L37/Safford Avenue will be reconstructed from the south edge of U.S. 20 south approximately 563 feet. A 24-foot wide paved roadway with 6-foot wide granular shoulders will be constructed.

iii. Sidney Avenue will be reconstructed from the north edge of U.S. 20 north approximately 499 feet. A 30-foot wide roadway with 24-foot wide granular surfacing will be constructed.

iv. Story Avenue will be reconstructed from the south edge of U.S. 20 south approximately 448 feet. A 30-foot wide roadway with 24-foot wide granular surfacing will be constructed.

v. Taylor Avenue will be reconstructed from the south edge of U.S. 20 south approximately 793 feet. A 30-foot wide roadway with 24-foot wide granular surfacing will be constructed.

vi. Wayside Avenue will be reconstructed from the south edge of U.S. 20 south approximately 541 feet. A 30-foot wide roadway with 24-foot wide granular surfacing will be constructed.

vii. Cushing Black Top will be reconstructed from the south edge of U.S. 20 south approximately 899 feet. A 24-foot wide paved roadway with 6-foot wide granular shoulders will be constructed.

viii. Paved fillets will be constructed at the following locations (see Exhibit A):

(a) Sidney Avenue (north side of U.S. 20)
(b) Story Avenue (south side of U.S. 20)
(c) Taylor Avenue (south side of U.S. 20)
(d) Wayside Avenue (south side of U.S. 20)

c. Paving of granular secondary road approaches beyond 10 feet from the edge of the primary road pavement shall be 100% LPA cost based on the estimated quantities as shown on Exhibit B.

**2. Project Costs**

a. The LPA shall reimburse the DOT for its share of the project costs estimated at $60,154.65, as shown in Exhibit B. The amount paid by the LPA upon completion of construction and proper billing by the DOT will be determined by the actual 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.

b. If it becomes necessary to temporarily close LPA side roads during construction, 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 project 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.

c. If this project causes the temporary closure of a road during construction, 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 project.

## 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 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 this project (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 this project 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 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. 2016-C-046 as of the date shown opposite its signature below.

**BOARD OF SUPERVISORS OF WOODBURY COUNTY:**

By: Mark D Monsa Date November 10, 2015.
Chairperson

ATTEST:

By: Pat Gad
County Auditor

**IOWA DEPARTMENT OF TRANSPORTATION:**

By: Tony Lazarowicz Date NOV 13, 2015
Tony Lazarowicz
District Engineer
District 3

**EXHIBIT A**

## Project Location

Paved Fillet Locations ●

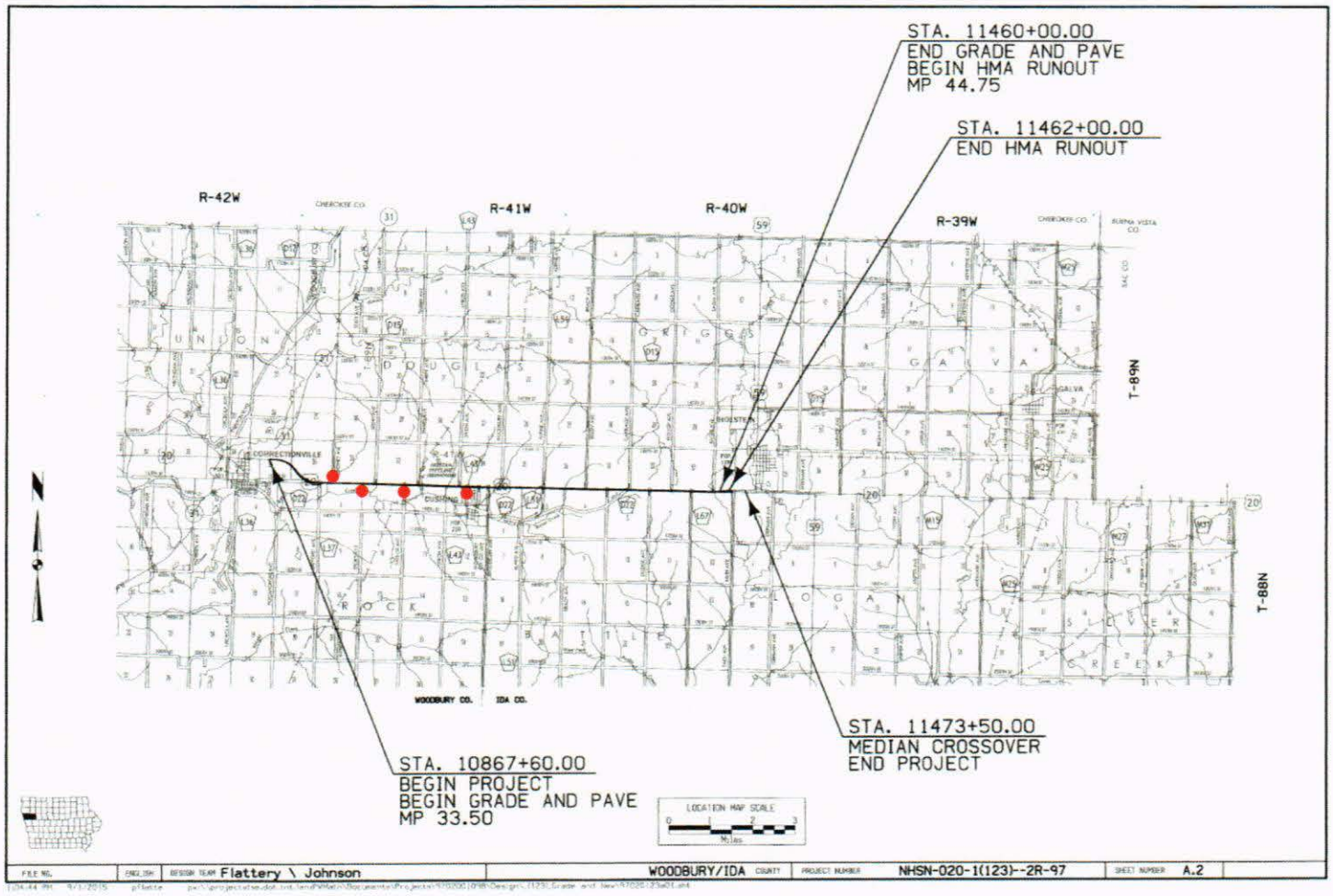

**EXHIBIT B**

## Project Costs

Woodbury County NHSX-020-1(123)--3H-97

| | | | Sideroad 10" PCC Paving Quantities/Costs | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Side Road** | **Begin Grading Sta.** | **End Grading Sta.** | **Pavement Width** | **Pavement Length** | **Pavement Area SY** | **$/SY** | **Amount for PCC** | **Granular Subbase SY** | **$/SY** | **Amount for Subbase** | **Total $** | **County Share $** |
| Sidney Ave. | 1201+35.12 | 1206+25.00 | 30.0 | 50.0 | 405.2 | $30.00 | $12,156.00 | 455.7 | $6.50 | $2,962.05 | $15,118.05 | $15,118.05 |
| Story Ave. South | 1301+00.00 | 1305+47.79 | 30.0 | 50.0 | 401.4 | $30.00 | $12,042.00 | 451.9 | $6.50 | $2,937.35 | $14,979.35 | $14,979.35 |
| Taylor Ave. | 1498+50.00 | 1506+43.19 | 30.0 | 50.0 | 402.0 | $30.00 | $12,060.00 | 452.5 | $6.50 | $2,941.25 | $15,001.25 | $15,001.25 |
| Wayside Ave. | 1799+25.00 | 1804+66.04 | 30.0 | 50.0 | 403.5 | $30.00 | $12,105.00 | 454.0 | $6.50 | $2,951.00 | $15,056.00 | $15,056.00 |
| **Total** | | | | | **1612.1** | | **$48,363.00** | **1814.1** | | **$11,791.65** | **$60,154.65** | **$60,154.65** |