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July 2014

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

County	<u>Woodbury</u>
Project No.	<u>NHSX-020-1(179)--3H-97; NHSN-020-1(180)--2R-97</u>
Iowa DOT	
Agreement No.	<u>2023-C-053</u>
Staff Action No.	<u>23-0327</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

The DOT and the LPA previously entered into the following agreement(s) for the above referenced project: Agreement No. 2022-C-035 for preconstruction was executed by the DOT and LPA on November 3, 2021, and November 2, 2021 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:

Grading and new pavement from the U.S. 75/Iowa 12 interchange in Sioux City to Little Whiskey Creek (east bound and west bound). 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. Glenn Ellen Road will be reconstructed from Station 3484+25 to Station 3487+14.66, with a 9.5 inch Portland Cement Concrete (PCC) with a 12 inch Modified Subbase. See Exhibit B for example.
- ii. Buchanan Avenue North will be reconstructed from Station 4488+11.15 to 4490+90, with a 9.5 inch PCC with 12 inch Modified Subbase.
- iii. Grandy Drive will be reconstructed from Station 5515+15 to 5518+34.29, with a 9.5 inch PCC with 12 inch Modified Subbase.
- iv. Buchanan Avenue South will be reconstructed from Station 6518+50 to 6527+61.31, with a 9.5 inch PCC with 12 inch Modified Subbase, Width 24 feet.

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- v. Carroll Ave will be reconstructed from Station 7554+17.04 to 7556+00, partially with a 9.5 inch PCC with 12 inch Modified subbase
- 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 \$340,605.10, as shown in Exhibit C. LPA reimbursement will be made in three (3) equal yearly installments of approximately \$113,535.03, 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.
- b. It will be 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.
- b. Access rights may be acquired by the DOT along all public road intersections within the project limits. Access rights, if acquired, will be in the name of the State of Iowa. The acquisition of access rights will be in accordance with 761 Iowa Administrative Code Chapter 112 and the DOT Access Management Policy. If access rights are required, the LPA shall not permit any third party to use the controlled portion of the side road without the prior written consent from the DOT. If the LPA feels that it is in the best interest of the parties involved to modify the access rights in any way, they may petition the DOT District 3 Engineer to do so.

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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.

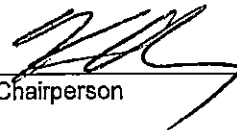
6. General Provisions

- 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 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. 2023-C-053 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF WOODBURY COUNTY:

By:  Date December 6, 2022
Chairperson

ATTEST:

By:  County Auditor Deputy

IOWA DEPARTMENT OF TRANSPORTATION:

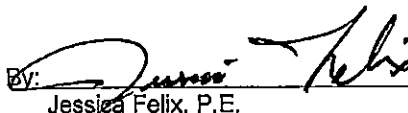
By:  Date Jan 4, 2023
Jessica Felix, P.E.
District Engineer
District 3

Exhibit A Project Location

ML020
 STA 444+00.00
 MP 4.37
 BEGIN CONSTRUCTION

FHWA IA 12/US 20
 #603830 WB
 #603820 EB

ML020
 STA 555+00.00
 MP 7.44
 END CONSTRUCTION

FHWA US 20
 #52860 WB
 #52850 EB

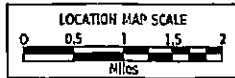
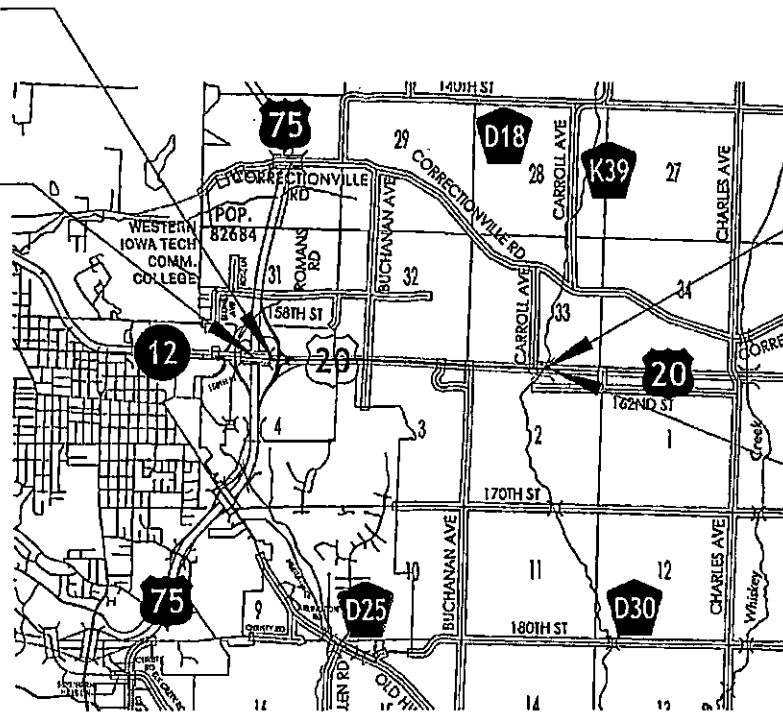
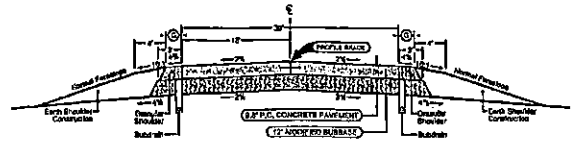


EXHIBIT B

Granular Shoulder

STATION TO STATION		Dist.
345+75.00	349+45.00	3
347+45.00	350+45.00	30



Granular Shoulder

STATION TO STATION		Dist.
345+75.00	349+45.00	3
347+45.00	350+45.00	30

Vertical Curving
 Transition Point: 347+12.50
 Length: 100.00'

STATION TO STATION	
345+75.00	349+45.00

See Tab 100-5-6-1
 See Tab 115-6-2 by the same name

Glen Eilon Rd.

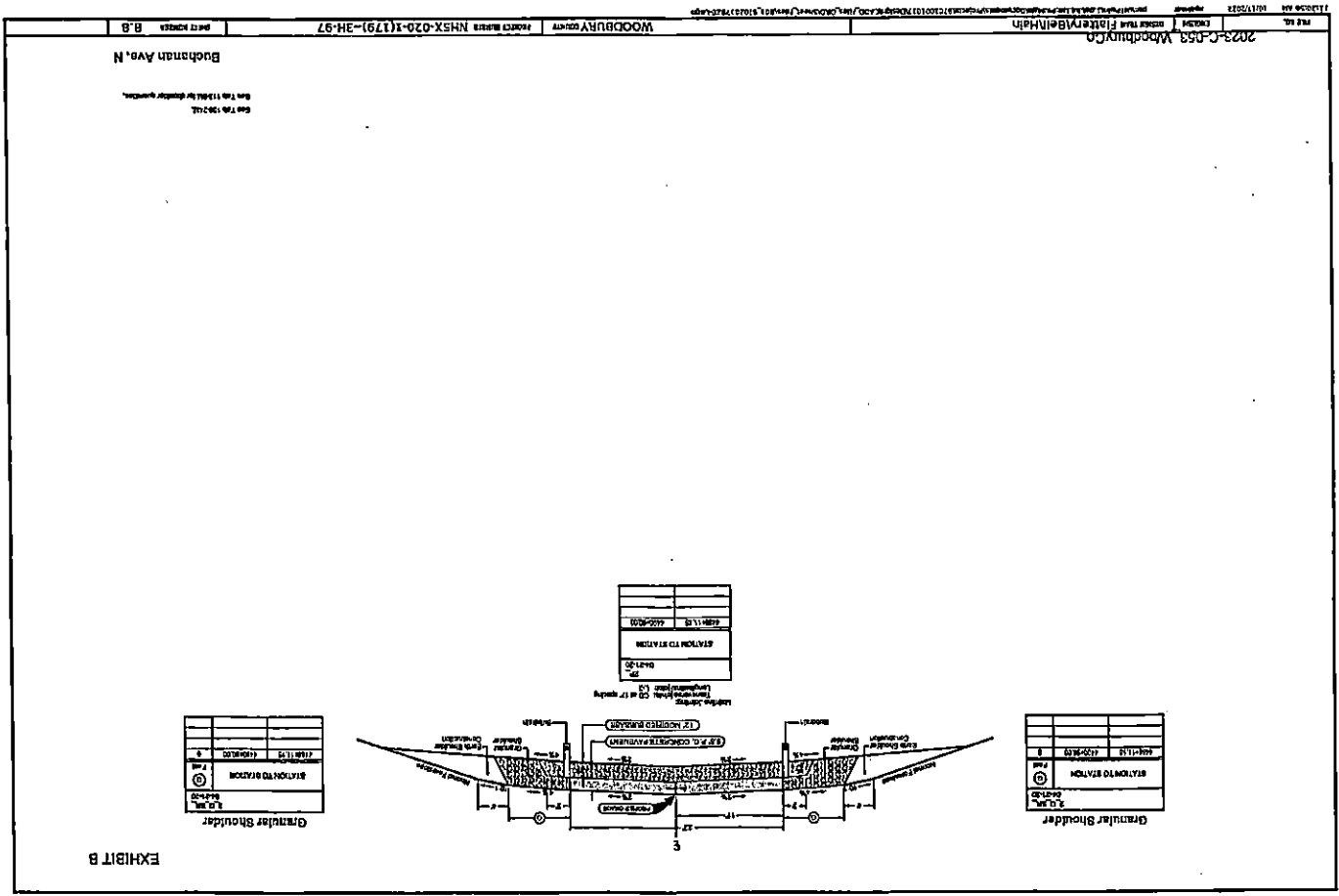


EXHIBIT B

Buonman Ave, N

See Title Block for drawing number.

2023-C-053 Woodbury, NJ
 COUNTY: Middlesex
 ORDER YEAR: 2023
 PROJECT: 2023-C-053

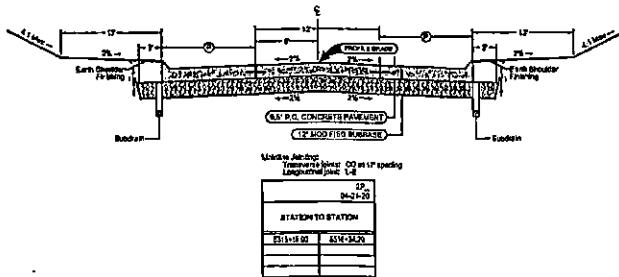
WOODBURY CENTER
 PROJECT NUMBER: NMSX-020-X(179)-SH-97

DATE: 01/20/23
 SHEET: 01 OF 01

EXHIBIT B

Curbed Pavement
 Double Lane Driving
 Longitudinal curb not required when distance from back of curb to center line is less than 10'.
 Single Lane L-R
 Based on RT-2
 Transverse Curb 17' spacing

STATION TO STATION	Curb Type (See Plan)	SP Dist
8110+00	1	17' @ 8000'



Curbed Pavement
 Double Lane Driving
 Longitudinal curb not required when distance from back of curb to center line is less than 10'.
 Single Lane L-R
 Based on RT-2
 Transverse Curb 17' spacing

STATION TO STATION	Curb Type (See Plan)	SP Dist
8110+00	1	17' @ 8000'

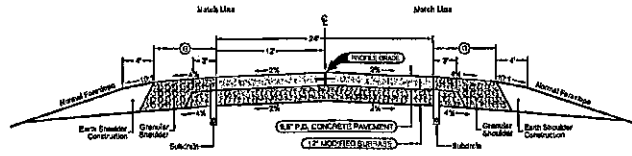
See Tab 100-2-14
 See Tab 101-6-1 for material quantities.

Grandy Drive

EXHIBIT B

Granular Shoulder

S.O. No.		Elev.
6421-25		
STATION TO STATION		
5518+01.00	5527+91.31	5
5527+01.30	5527+91.31	5.4168



Granular Shoulder

S.O. No.		Elev.
6421-25		
STATION TO STATION		
5518+01.00	5527+91.31	5
5527+01.31	5527+91.31	5.4168

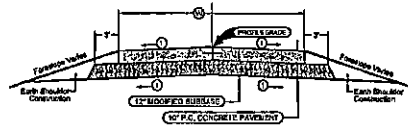
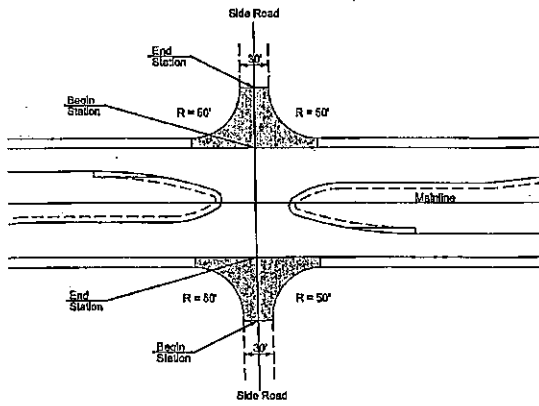
Section Labels:
 Top of Pavement: 5527+91.31
 Longitudinal: 5-2

STATION TO STATION	
5518+01.00	5527+91.31

See Tab 100-544.
 See Tab 112-564 for shoulder quantities.

Buchanan Ave. S

EXHIBIT B



① Subgrade per approved plan. See sheets for details.

LOCATION			QUANTITIES
ROAD IDENTIFICATION	STATION TO STATION	Feet	Feet
CRP 141	75+00.00	75+00.00	600.00

Working Station: 0.00 at 17' spacing
 Terminal Station: 0.00 at 17' spacing
 Longitudinal post: L1

See Tab 100-24 for pavement sections.

PAVED RETURNS

2023-C-053 Woodbury Co

FILE NO.	EXCISE	DESIGN TEAM	WOODBURY COUNTY	PROJECT NUMBER	SHEET NUMBER
1112253 AN	10/17/2023	FlatteryBellHain		NHSX-020-1(179)-3H-97	R_11

patw\174611.dwg, 10/17/2023, 10:00:00 AM, C:\Program Files\Autodesk\AutoCAD 2023\bin\CADD_7\Fix_GAOS.exe, J:\GIS\174611.dwg

Exhibit C

ESTIMATE PROJECT QUANTITIES AND COSTS
 NHSX-020-1(179)--3H-97
 Woodbury County - Side Road Connections

Item Code	Item	Unit	Quantity	Unit Cost	Subtotal
2301-1003095	9.5 In PCC Pavement	SY	2954.0	\$ 75.00	\$ 221,550.00
2121-7425010	Modified Subbase	CY	1207.9	\$ 50.00	\$ 60,395.00
2121-7425010	Granular Shoulder	TON	834.7	\$ 30.00	\$ 25,041.00
2123-7450000	Earth Soulder Constructicon	STA	17.7	\$ 150.00	\$ 2,655.00

10% Contingency \$ 30,964.10

TOTAL \$ 340,605.10