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July 2014

IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project

County	<u>Woodbury</u>
Project No.	<u>STP-031-1(46)-2C-97</u>
Iowa DOT	
Agreement No.	<u>2022-C-038</u>
Staff Action No.	<u>22-0151</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 Iowa 31 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 on Iowa 31 from the south corporate limit of Oto to County Road D22. See Exhibit A for location.

- b. Paving of granular secondary road approaches beyond 2 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 \$74,934.00, 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. Iowa 31 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 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 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-038 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF WOODBURY COUNTY:

By:  Date November 2, 2021
Chairperson

ATTEST:

By: , Deputy
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

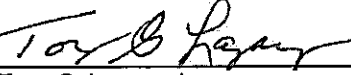
By:  Date Nov 15, 2021
Tony G. Lazarowicz
District Engineer
District 3

Exhibit A – Project Location

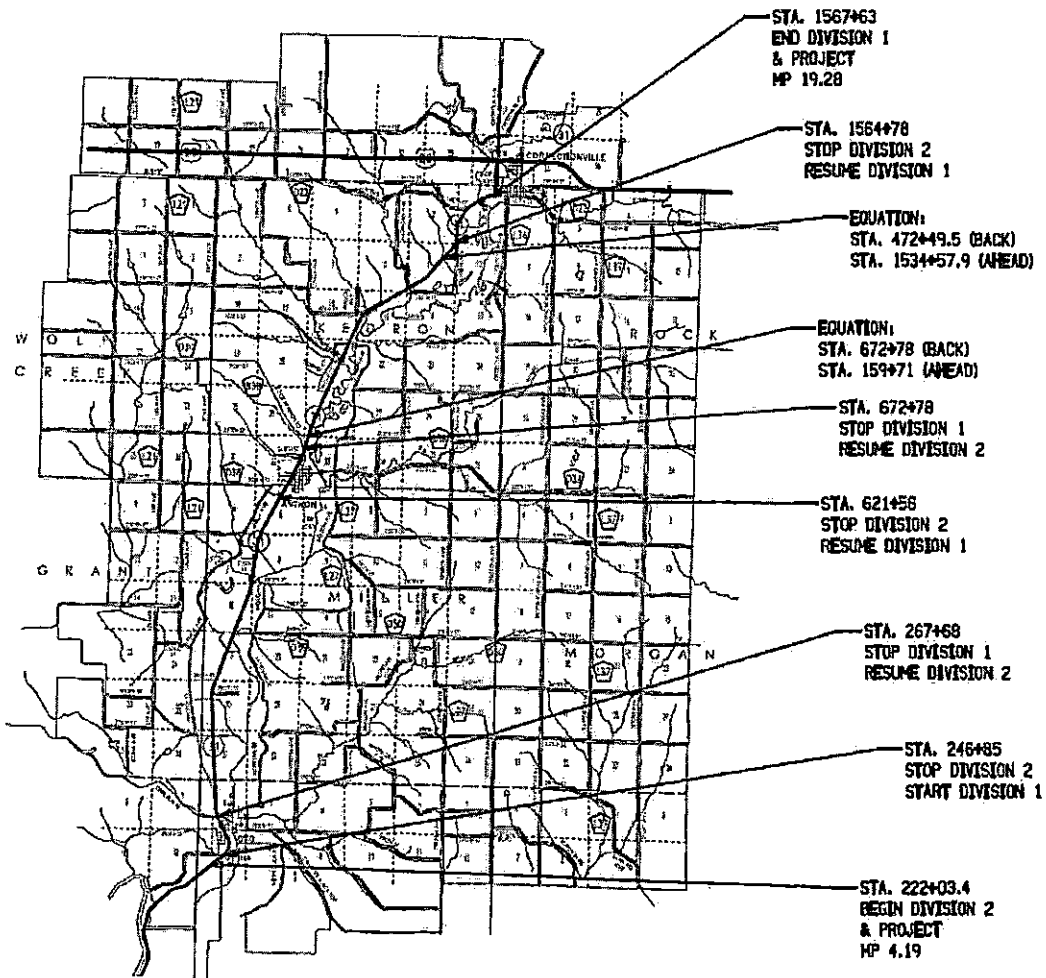


Exhibit B

ESTIMATE PROJECT QUANTITIES AND COSTS
 STP-031-1(46)-2C-97
 Division 3 - Woodbury County - Side Road Connections

Item Code	Item	Unit	Quantity	Unit Cost	Subtotal
2303-1031500	HOT MIX ASPHALT STANDATD TRAFFIC, BASE COURSE, 1/2 IN. MIX	TON	946.0	\$ 30.00	\$ 28,380.00
2303-1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	TON	75.7	\$ 450.00	\$ 34,065.00

20% Contingency \$ 12,489.00

TOTAL \$ 74,934.00