

BC
09/08/15

July 2014

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

County	<u>Woodbury</u>
Project No.	<u>NHSX-020-1(133)--3H-97</u>
Iowa DOT	
Agreement No.	<u>2016-C-018</u>
Staff Action No.	<u>N/A</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. 2013-1-091 for right of way acquisition was executed by the DOT and LPA on April 14, 2012 and April 4, 2012 respectively; Agreement 2015-C-118 Hot Mix Asphalt (HMA) pavement widening and HMA resurfacing on County Roads L21 and D22 for future use as a detour route for proposed U.S. 20 reconstruction was executed by the DOT and LPA on December 12, 2014 and December 16, 2014 respectively; and a Detour Agreement executed by the DOT and LPA on December 9, 2014 and November 4, 2014 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) grade and new on U.S. 20 Minnesota Avenue east to west of Correctionville.

- 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. Minnesota Avenue will be reconstructed from the north edge of U.S. 20 north approximately 916 feet and from the south edge of U.S. 20 south approximately 975 feet. A 24-foot wide paved roadway with 6-foot wide granular shoulders will be constructed.

- ii. Mason Avenue will be reconstructed from the north edge of U.S. 20 north approximately 1,228 feet. A 30-foot wide roadway with 24-foot wide granular surfacing will be constructed.

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

July 2014

- (a) Minnesota Avenue (north side of U.S. 20)
- (b) Minnesota Avenue (south side of U.S. 20)
- (c) Mason Avenue (north 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 \$14,947.75, 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. The DOT will temporarily close the highway project area by formal action in accord with Iowa Code section 306.41. U.S. 20 through traffic will be detoured on Woodbury County Road L21 from U.S. 20 to County Road D22, then on D22 from County Road L21 to Iowa 31, then on Iowa 31 back to U.S. 20. The LPA will authorize the DOT to erect and maintain signs within its jurisdiction, consistent with Part 6 of the "Manual on Uniform Traffic Control Devices", as necessary to direct traffic to and along said detour route during the construction period. The DOT will also remove said signs when the detour is discontinued. Details will be shown on the traffic control sheet(s) within the project plans. A separate detour agreement will be negotiated and the LPA will be eligible for compensation for the detour in accordance with the DOT Detour Policy.
- 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.

July 2014

- 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.

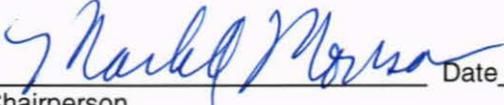
6. General Provisions

- 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.

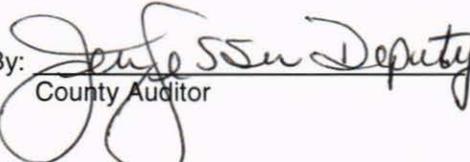
July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2016-C-018 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF WOODBURY COUNTY:

By:  Date September 8, 2015.
Chairperson

ATTEST:

By: 
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By:  Date Sept 25, 2015
Tony Lazarowicz
District Engineer
District 3

Paved Fillet Locations ●

