

January 2023

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

County	<u>Marshall</u>
Project No.	<u>NHSX-030-5(281)--3H-64</u>
Iowa DOT	
Agreement No.	<u>2023-C-101</u>
Staff Action No.	<u></u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated "DOT," and Marshall County, Iowa, a Local Public Agency, hereinafter designated "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. 30 within Marshall County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereafter 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 shall 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 with Cold-In-Place (CIP) recycling on U.S. 30 from east of Durham Avenue in State Center east 6.5 miles.

- b. 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 \$150,000, as shown in Exhibit B. LPA reimbursement shall be made in three (3) equal yearly installments of approximately \$50,000, each. The first installment shall be due upon completion of construction and billing by the DOT. The final two installments shall be billed to the LPA one and two years subsequent to the date of the first billing respectively. The actual amount of reimbursement shall be determined by the quantities in place and the accepted bid at the contract letting.

- b. The DOT shall bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. U.S. 30 through-traffic shall be maintained during the construction.
- b. It shall be necessary to temporarily close LPA side roads Eastman Avenue, Fairman Avenue, Gerhart Avenue, Jessup Avenue, and Knapp Avenue during construction. The DOT shall 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 shall work in close

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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 shall be the responsibility of the LPA all at no expense or obligation to the DOT.

- c. Since this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) shall 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 shall 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 shall be undertaken or permitted without the prior written approval and consent of the DOT.
- b. Future maintenance of the primary highway within the project area shall 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 provide notice of the modification, amendment or revision to the DOT within 14 calendar days of the LPA's receipt of a subsequent FIS or modification. 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 provide notice of the FIS to the DOT within 14 calendar days. The LPA agrees to defend, indemnify and hold the DOT harmless from any and all claims, costs, and damages arising from or related to the LPA's failure to timely provide an FIS or and FIS modification to the DOT in accordance with this provision.
- b. The LPA shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Title VI of the Civil Rights Act of 1964 and Iowa Code Chapter 216. No person shall, 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, 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

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project. All previously executed agreements shall remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement shall 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-101 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF MARSHALL COUNTY:

By: _____ Date _____, 20__.
Chairperson

ATTEST:

By: _____
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.
Tony J. Gustafson, P.E.
District Engineer
District 1

DOT Project Location

Unpaved Intersections

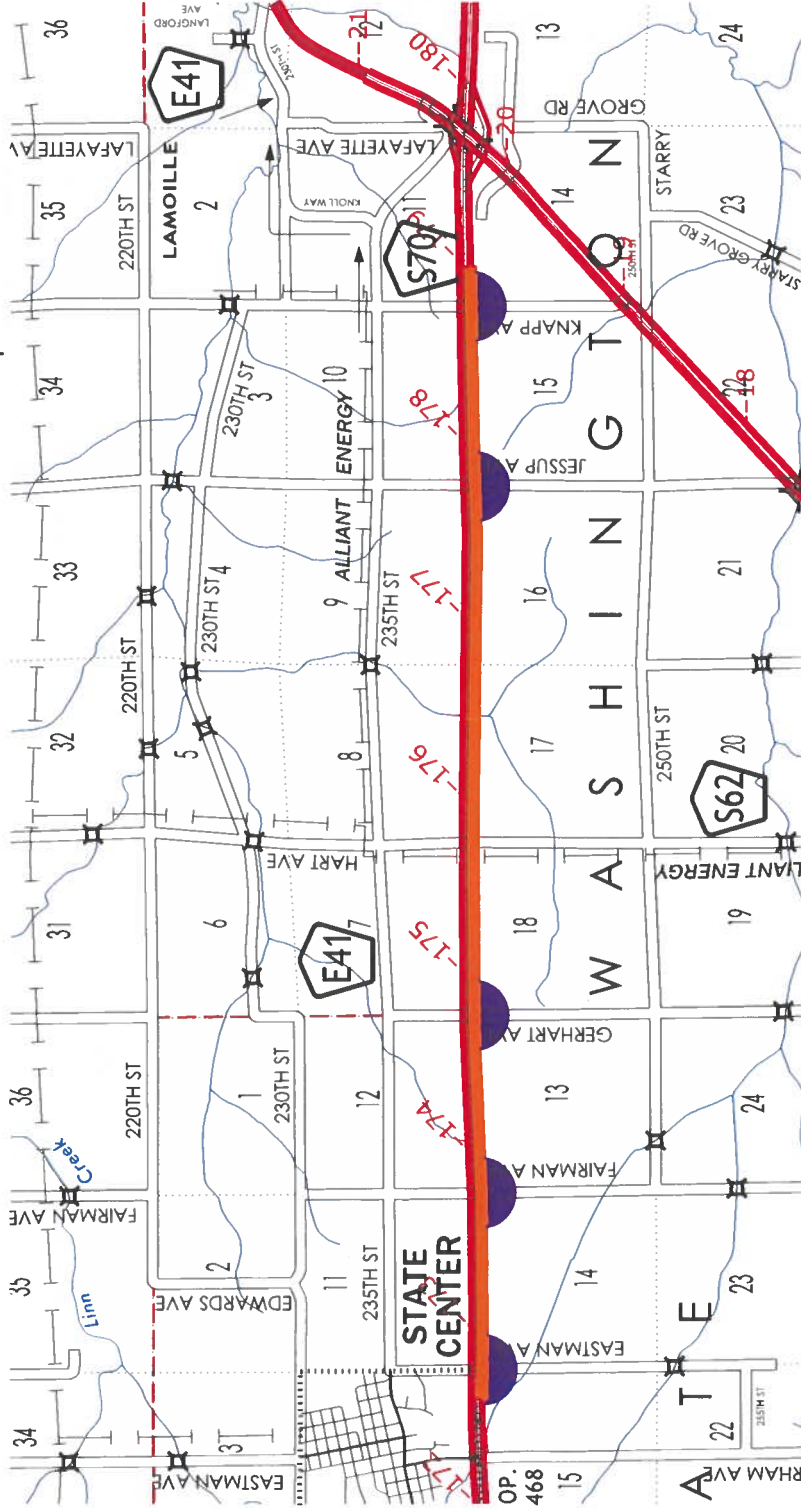


Exhibit A:
 Marshall County
 Proposed Paved Fillet Locations for
 NHSX-030-5(281)-3H-64

US 30 Marshall County
NHSX-030-5(281)--3H-64

County	Project Number	State Route	County Road	N	S	E	W
Marshall	(281)	US 30	Eastman Ave		1		1
Marshall	(281)	US 30	Fairman Ave		1		1
Marshall	(281)	US 30	Gerhart Ave		1		1
Marshall	(281)	US 30	Jessup Ave		1		1
Marshall	(281)	US 30	Knapp Ave (S70)		1		1
					5	Unpaved SR Approaches	
					\$ 30,000	Cost per Approach	
					\$ 150,000	Estimate for Marshall County	