SCOTT COUNTY ENGINEER'S OFFICE

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ANGELA K. KERSTEN, P.E. County Engineer

TARA YOUNGERS Administrative Assistant

MEMO

TO: Mahesh Sharma

County Administrator

FROM: Angie Kersten, P.E.

County Engineer

SUBJ: Iowa Department of Transportation (IaDOT) Preconstruction Agreement

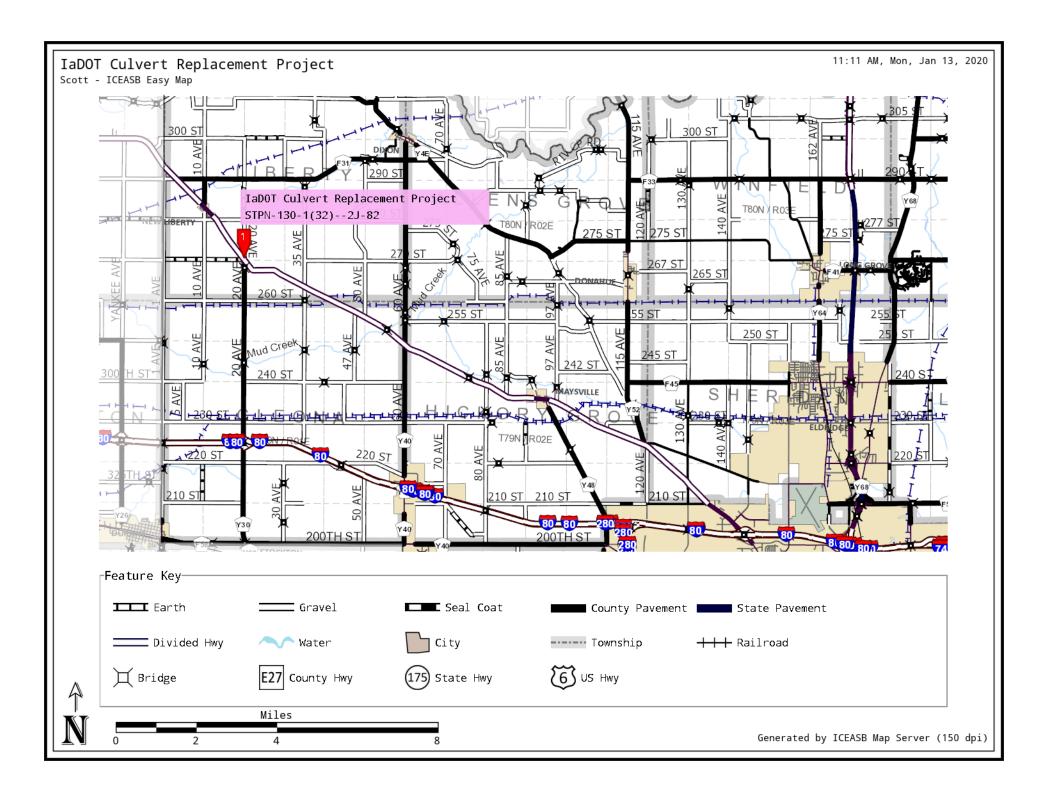
DATE: January 21, 2020

This resolution is to approve a preconstruction agreement between Scott County and the IaDOT for a culvert replacement project on Hwy 130 at the intersection with Y30 (20th Avenue.)

The IaDOT has prepared plans to replace several culverts along Hwy 130 in Scott County. As part of the project, we requested to widen and pave the southeast corner fillet at the intersection of Hwy 130 and Y30. The work also involves grading and the extension of a concrete roadway pipe. The estimated project cost is \$18,368.40. The proposed work is requested to improve safety at the intersection.

The IaDOT will administer the project and I will authorize reimbursement to the IaDOT for our share of the actual project costs from our Farm-to-Market account. I recommend entering into an agreement with the IaDOT to perform this work and reimburse the IaDOT for our share of the actual project costs.

Included with this memo is the agreement and a project location map.



IOWA DEPARTMENT OF TRANSPORTATION Preconstruction Agreement For Primary Road Project

| County | Scott |
|------------------|---------------------|
| Project No. | STPN-130-1(32)2J-82 |
| lowa DOT | |
| Agreement No. | 2020-C-017 |
| Staff Action No. | N/A |
| | |

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Scott 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 130 within Scott 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:

A Reinforced Concrete Box (RCB) culvert new, single box, east of County Road F31 to 2 miles west of County Road Y40 on Iowa 130. See Exhibit A for location.

b. As part of the project, the LPA has requested to widen and pave the south east corner fillet at the intersection of Iowa 130 and County Road Y30 all at no cost to the DOT. This work also involves grading and additional extension length for a 42 inch diameter concrete roadway pipe. See Exhibit A for location. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of these improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT

2. Project Costs

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$18,368.40, 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 lowa Code section 306.41. Iowa 130 through-traffic will be detoured off of the project. 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 lowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

 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 to Local Public Agencies 7.110.

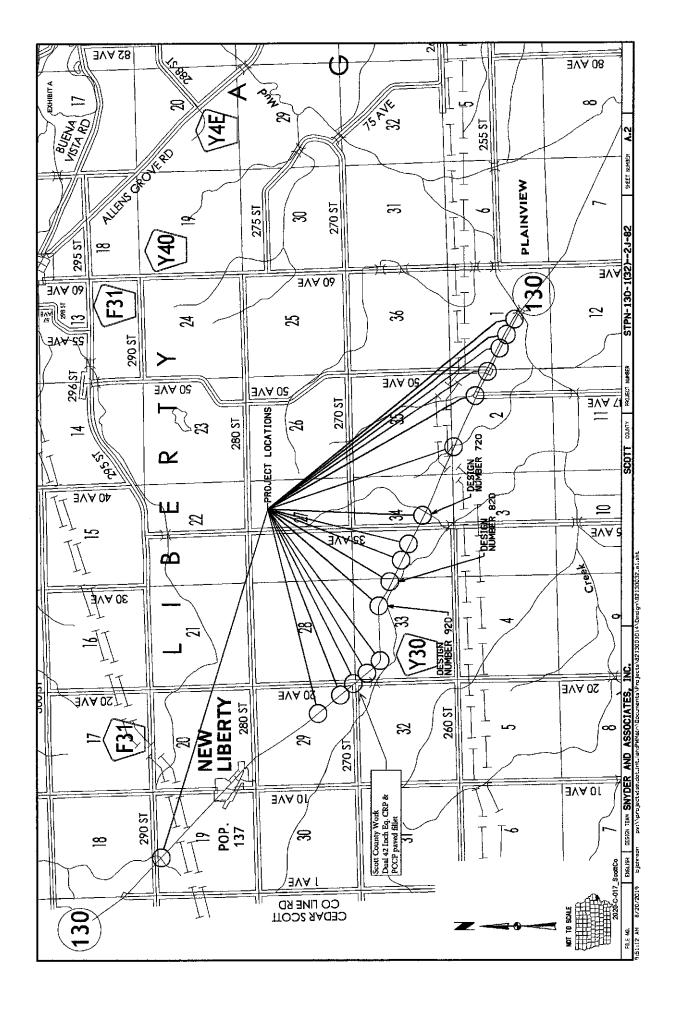
6. General Provisions

- 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 lowa 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, 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. 2020-C-017 as of the date shown opposite its signature below.

| BOARD OF SUPERVISORS OF SCOTT COUNTY: | | | | |
|--|----------------|------|--|--|
| By: Chairperson | Date | , 20 | | |
| ATTEST: | | | | |
| By: County Auditor | | | | |
| OWA DEPARTMENT OF TI | RANSPORTATION: | | | |
| By: James Schnoebelen, P.E District Engineer District 6 | Date | , 20 | | |



Engineer's Opinion of Probable Construction Costs (Additional work due to radius reconstruction) lowa 130, Plain View to Cedar County Project: STPN-130-1(32)--2J-82 8/20/2019

| Item Code | Item Description | Unit | Quantity | Unit Cost | Total Cost |
|--------------|--|------|----------|-----------|-------------|
| 2102-2710070 | Excavation, Class 10 Roadway and Borrow | CY | 200.0 | \$10.00 | \$2,000.00 |
| 2416-1200242 | Culvert, Low Clearance Concrete Roadway Pipe, 42" Equivalent | LF | 44.0 | \$160.00 | \$7,040.00 |
| 2301-1033100 | STD or Slip-form PCC Pavement, Class C, Class 3, 9 inch | SY | 126.1 | \$64.00 | \$8,070.40 |
| | , , , | l | | | \$17,110.40 |
| | SUBTOTAL | i i | | 1 | |
| 2528-8445110 | Traffic Control (2% of bid item contract award) | - 1 | | | \$400.00 |
| 2533-4980005 | Mobilization (2% of bid item contract award) | ļ | | | \$858.00 |
| | · · · · · · · · · · · · · · · · · · · | 1 | | | |
| | PROJECT TOTAL | 1 | | | \$18,368.40 |

| THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY THE BOARD OF SUPERVISORS ON | | | | |
|---|------|--|--|--|
| THE BOARD OF OUR ENVIOURE ON | DATE | | | |
| | | | | |
| SCOTT COUNTY AUDITOR | - | | | |
| | | | | |

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

January 23, 2020

APPROVAL OF PRECONSTRUCTION AGREEMENT BETWEEN SCOTT COUNTY AND THE IOWA DEPARTMENT OF TRANSPORTATION FOR CULVERT REPLACEMENT PROJECT NO. STPN-130-1(32)--2J-82

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

- Section 1. That the preconstruction agreement between Scott County and the Iowa Department of Transportation for Culvert Replacement Project No. STPN-130-1(32)--2J-82 be approved.
- Section 2. That the Chairman be authorized to sign the agreement on behalf of the Board.
- Section 3. That this resolution shall take effect immediately.