July 2014

IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project

County	Pottawattamie
City	Council Bluffs
Project No.	IM-029-3(142)53--13-78 (Bridge) IM-029-3(68)53--13-78 (Bridge) IM-NHS-029-3(184)53--03-78 (Lighting) IM-NHS-029-3(183)53--03-78 (Traffic Signs) IM-029-3(232)53--13-78 (Traffic Signals) IM-NHS-029-3(141)53--03-78 (Grade/Pave) IM-NHS-029-3(266)53--03-78 (Storm Sewer/Intakes)
Iowa DOT Agreement No.	2019-4-146
Staff Action No.	

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Council Bluffs, 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 I-29 within Pottawattamie 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:

Grading and paving of I-29 from just north of the west system interchange to just south of the 9th Avenue interchange; and reconstruction of the Nebraska Avene interchange. The projects provide for construction of storm sewer, lighting and traffic signals.

The DOT also intends to construct a Hot Mix Asphalt (HMA) overlay of existing Nebraska Avenue from 35th Street to the River Road/Nebraska Avenue intersection as part of a future project.

b. In accordance with 761 Iowa Administrative Code Chapter 150.3(1)d, the LPA will reimburse the DOT for its share of the actual cost for longitudinal and outlet storm sewer as shown on Exhibit A.

c. All storm sewers constructed by the DOT as part of the project will become the property of the LPA, which will be responsible for their maintenance and operations. The LPA will not make any connections to said storm sewers without the prior written approval of the DOT. The LPA will prevent use of such storm sewers as a sanitary sewer.

2. Project Costs

a. The LPA shall reimburse the DOT for an amount not to exceed 40% of the estimated project costs of $810,092.40 (not to exceed $324,036.96 / LPA share at 40%), as shown in Exhibit A. A request for payment will be sent to the LPA by the DOT at the conclusion of the project, but not before January 15, 2022.

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

3. Traffic Control

a. I-29 through-traffic will be maintained during the construction.

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.

4. Right of Way and Permits

a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.

b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.

c. The LPA agrees to relocate all city-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.

d. With the exception of service connections no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

e. In connection with this project any real estate and rights to real estate necessary for right of way at the connection of any public road and a primary highway project, any access road or frontage road, or any permanent utility easements which are or which will be under the jurisdiction of the LPA may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract the LPA will receive title from the contract seller and the LPA will accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding will be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA and to acquire real estate or rights in real estate needed by the DOT for the DOT.

f. 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 4 Engineer to do so.

5. Construction & Maintenance

a. The LPA, in cooperation with the DOT, will take whatever steps may be required with respect to alteration of the grade lines of the new highway facilities constructed under the project in accordance with Iowa Code section 364.15. The DOT and LPA will work together to minimize potential impacts to properties that may occur as a result of the project.

b. 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.

c. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

d. New lighting and/or traffic signal construction for this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150. The DOT shall construct traffic signal and lighting installations along Nebraska Avenue from 35th Street to River Road all at no cost to the LPA. The LPA shall accept ownership of and responsibility for future energy and maintenance costs of those lighting and/or traffic signal units which lie within the corporate boundaries. Bridge underdeck lighting installed to light Nebraska Avenue shall be owned by the DOT and the DOT will retain responsibilities for future energy and maintenance costs of those underdeck lighting units.

e. During construction of the project, it may be necessary for the DOT, the DOT contractor, or the LPA to respond to a traffic signal operation malfunction. In the event of a traffic signal operations issue, the following will outline the roles and responsibilities for responding to and troubleshooting issues that arise:
    - LPA – Respond to and diagnose traffic signal operational issue.
        - If issue related to programming of signal controller, MMU, or communications switch, City will correct the issues. If signal controller error is associated with detector issues, City will contact DOT Contractor to correct.
        - If issue related to hardware/construction, City will contact DOT contractor or traffic signal subcontractor to correct issue.
    - DOT Contractor - Responsible for intersection hardware, including the equipment within the cabinet.
    - LPA - Responsible for cabinet software, including traffic signal controller, signal timings, MMU and communications switch.
    - LPA - Responsible for existing fiber cable locates not installed by the project.
    - DOT Contractor - Responsible for electrical locates and fiber communications locates installed as part of the project.
    - DOT Contractor - Responsible for moving detectors and reprogramming detection zones based on the needs of the project.

f. If necessary, the DOT will relocate at project cost all existing LPA-owned destination lights, and signs

g. Structures built by the DOT over or under a primary road will be maintained structurally sound by the DOT, including repairs to floors and railing and painting. For structures serving roadways which are

not on the primary road system, the cleaning and removal of snow, debris and foreign objects from local road traffic lanes, sidewalks or walkways within the project limits (if any) including pedestrian overpasses or underpasses will be the responsibility of the LPA.

h. During construction of the project it will be necessary for the DOT contractor to use designated haul routes to minimize traffic operation impacts. The DOT will work in close cooperation with the LPA and the contractor to accommodate local access and maintenance on haul routes during construction (see Exhibit B).
   i. The DOT will conduct a pre-use survey of the designated haul route to assess condition and potential trouble spots, and if necessary, request a pre-use film of the haul route. An official of the LPA shall be offered the opportunity to be present during the survey.
   ii. The DOT will erect haul route signage and other traffic control devices as appropriate.
   iii. Upon completion of the project, the LPA shall resume maintenance responsibilities for the haul route.
   iv. The DOT will conduct a post-use survey for comparison with the pre-use survey. The post- use survey should be conducted by the same personnel that conducted the pre-use survey.
   v. The DOT and the LPA will determine the necessary roadway repairs due to DOT contractor access. The DOT, and/or its contractor, will be responsible to complete any necessary restoration work.

i. During construction of the project it may be necessary for the DOT contractor to detour interstate traffic onto local roadways owned and maintained by the LPA to accommodate various stages of construction. The DOT will work in close cooperation with the LPA and the contractor to accommodate local access and maintenance of traffic detour routes during construction (see Exhibit B).
   i. The DOT will conduct a pre-use survey of the designated detour routes to assess condition and potential trouble spots, and if necessary, request a pre-use film of the detour route. An official of the LPA shall be offered the opportunity to be present during the survey.
   ii. The DOT will conduct a post-use survey of the designated detour routes for comparison with the pre-use survey. The post-use survey should be conducted by the same personnel that conducted the pre-use survey. The DOT and LPA will jointly determine the necessary repairs based on comparing the pre-use and post-use survey.
   iii. A determination will be made as to necessary restoration work due to additional traffic; the costs associated with the restoration work; and the amount due the LPA as compensation. Reimbursement shall be in accordance with IDOT Policy 600.05.

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.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2019-4-146 as of the date shown opposite its signature below.

CITY OF COUNCIL BLUFFS:

By: _____ Date_____, 2020.
Title: Mayor

I,_____, certify that I am the Clerk of the City, and that

_____, who signed said Agreement for and on behalf of the

City was duly authorized to execute the same on the ____ day of_____, 2020.

Signed: _____
City Clerk of Council Bluffs, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By:_____ Date_____, 2020.
Scott A. Schram
District Engineer
District 4

EXHIBIT A

Estimated LPA Costs

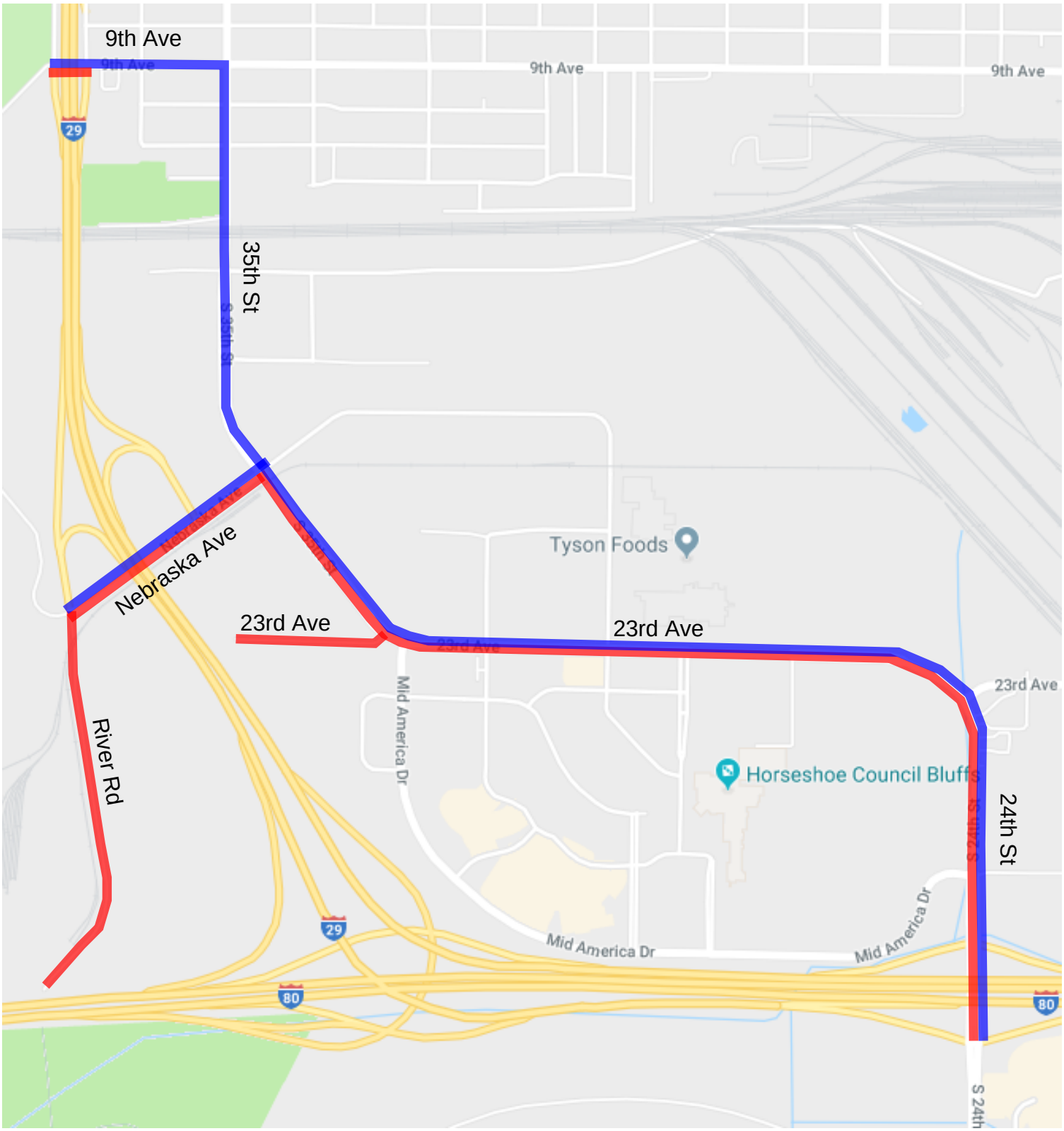
03/18/2019 14:47
18-021-ALT2 60" RCP STORM SEWER OPEN CUT
*** Fisher, Karl

BID TOTALS

Biditem	Description	Status - Rnd	Quantity	Units	Unit Price	Bid Total
50	MOBILIZATION	U	1.000	LS	30,000.00	30,000.00
100	SPECIAL BACKFILL	U	79.200	CY	40.00	3,168.00
200	SHOULDER CONSTRUCTION, EARTH	U	1.520	STA	600.00	912.00
300	DETOUR PAVEMENT	U	219.500	SY	60.00	13,170.00
400	APRONS, CONCRETE,24" DIA	U	2.000	EA	1,200.00	2,400.00
500	APRONS, CONCRETE, 60" DIA	U	1.000	EA	4,000.00	4,000.00
600	MANHOLE, STORM SEWER SW-401, 96"	U	2.000	EA	10,000.00	20,000.00
700	MANHOLE, STORM SEWER, SW-403	U	3.000	EA	11,000.00	33,000.00
800	INTAKE, SW-562	U	1.000	EA	5,000.00	5,000.00
900	STORM SEWER GRAVITY MAIN, TRENCHED, 24"	U	61.000	LF	95.00	5,795.00
1000	STORM SEWER GRAVITY MAIN, TRENCHED, 60"	U	1,563.000	LF	350.00	547,050.00
1100	REMOVAL OF PAVEMENT	U	498.200	SY	12.00	5,978.40
1200	CD JOINT ASSEMBLY	U	63.000	EA	150.00	9,450.00
1300	PATCHES, FULL DEPTH (BY AREA)(59'OR> IN L)	U	277.800	SY	90.00	25,002.00
1400	PATCHES, FULL DEPTH (BY COUNT)	U	2.000	EA	500.00	1,000.00
1500	SUBBASE (PATCHES)	U	277.800	SY	15.00	4,167.00
1600	('LUMP SUM' ITEM) DEWATERING	U	1.000	LS	100,000.00	100,000.00
			Bid Total	========>		$810,092.40

Exhibit B

D-1
Off Interstate Haul Routes
Off Interstate Detour Routes



2019-4-146_CouncilBluffs