August 2020

IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project

County	Pottawattamie
City	Council Bluffs
Project No.	IM-029-3(190)53--13-78 Grade/Pave IM-029-3(218)53—13-78 Signing IM-029-3(219)53—13-78 Signals IM-029-3(220)53—13-78 Lighting IM-029-3(70)53—13-78 Bridge IM-029-3(71)54—13-78 Bridge IM-029-3(73)54—13-78 Bridge IM-029-3(74)54—13-78 Bridge IM-029-3(192)54—13-78 Bridge IM-029-3(193)54—13-78 Bridge IM-029-3(221)54—13-78 Bridge IM-029-3(222)54—13-78 Bridge IM-480-1(166)0—13-78 Bridge IM-480-1(167)0—13-78 Bridge
Iowa DOT Agreement No.	2020-6-092
Staff Action No.	

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and 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 Interstate 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

The DOT and the LPA previously entered into the following agreement(s) for the above referenced project: Agreement No. 2007-1-016 for right of way acquisition was executed by the DOT and LPA on October 13, 2006 and September 25, 2006 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:

I-29/I-480/West Broadway Interchange and Frontage Roads in Council Bluffs, IA

As part of the project, the LPA has requested relocation and (or) replacement of existing sanitary sewer pipes within the city all at no cost to the DOT. (See Exhibit A for location). The LPA shall reimburse the DOT for its share of the project costs associated with the sanitary sewer pipe for an amount not to

exceed $859,550. This not-to-exceed amount is based on the estimate as shown in Exhibit B plus 25%. 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 responsibility for storm sewer maintenance for this improvement will be determined by accessibility to related utility accesses or intakes either inside or outside the controlled access area. Those storm sewers which are totally or partially within the controlled access area shall be maintained by the DOT. Those storm sewers which are totally outside the controlled access area shall be maintained by the LPA.

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

2. Levee Related Items

a. The LPA has requested modifications to the existing levee outfall structure at Levee Mile 2.1. DOT agrees to construct the requested modifications as part of the improvements to Interstate 29 and Interstate 480 as follows:
   i. LPA will design and seal requested modifications.
   ii. The work will be added to the DOT project by contract modification.
   iii. The DOT will include the impacted area in the Section 404 permit and NEPA FONSI.
   iv. LPA will be responsible for any other necessary permitting.

b. Existing sand fill stockpile near the drainage ditch on the landside of the existing levee outfall structure at Levee Mile 2.1 will be maintained on-site until completion of requested modifications. The stockpile will then be hauled off-site to a location as designated by the City to allow for construction of temporary and permanent fencing.

c. The DOT will provide the LPA permanent easement for maintenance and operations of the drainage ditch on the landside of the existing levee outfall structure at Levee Mile 2.1 as well as the levee limits beneath Interstate 480. (See Exhibit C).

d. The LPA shall reimburse the DOT for the costs associated with these levee-related improvements, including removal of the existing sand fill stockpile, estimated at $340,000. 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 contract modification.

3. Traffic Control

a. The DOT will temporarily close the highway project area by formal action in accord with Iowa Code section 306.41. Interstate 29 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 routes 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.

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 DOT all at no expense or obligation to the LPA.

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. The DOT and LPA shall abide by the provisions agreed upon in Agreement number 2007-1-016. See Exhibit D.

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 761 Iowa Administrative Code Chapter 150.

c. New traffic signal construction for this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150. The DOT shall construct temporary and (or) permanent traffic signal installations at the following intersections at no cost to the LPA:

- 9th Avenue/SB Frontage Road
- 9th Avenue/NB Frontage Road
- 2nd Avenue/NB Frontage Road
- 2nd Avenue/SB Frontage Road
- W. Broadway/SB Frontage Road
- W. Broadway/NB Frontage Road
- Avenue G/NB Frontage Road
- Avenue G/SB Frontage Road
- W. Broadway WB/40th Street
- W Broadway EB/40th Street
- 35th Street/W. Broadway (New Controller Only)

The LPA shall operate the temporary and permanent signals during construction as part of the city-wide traffic signal system. The DOT shall equip all temporary and (or) permanent traffic signals, with the exception of Avenue G/SB Frontage Road and Avenue G/NB Frontage Road, with the Synchro

Green Adaptive Traffic Signal Control technology. The DOT will provide the LPA with technical support to operate and maintain traffic signal timings and coordination during the construction period.

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.

The LPA shall accept ownership of and responsibility for future energy and maintenance costs of those traffic signal units which lie within the corporate boundaries.

d. New lighting construction for this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150 and as identified in Exhibit E.

The DOT shall construct lighting along all current and future LPA roads within the project area including the NB Frontage Road, SB Frontage Road, W. Broadway, and 2nd Avenue at no cost to the LPA. Locations of LPA lighting are shown in Exhibit E. Existing median decorative lighting poles along W. Broadway between 35th Street and the NB Frontage Road will be removed, stored and (or) salvaged to a designated LPA site, and (or) reinstalled at designated locations along W. Broadway to accommodate construction. Bridge underdeck lighting installed to light 9th Avenue, Avenue G, and 40th Street shall be owned by the DOT and the DOT will retain responsibilities for future energy and maintenance costs of those underdeck lighting units. Bridge underdeck lighting installed to light 2nd Avenue and W. Broadway shall be owned by the LPA and the LPA will retain responsibilities for future energy and maintenance costs of those underdeck lighting units.

The LPA shall accept ownership of and responsibility for future energy and maintenance costs of those lighting units which lie within the corporate boundaries.

e. The LPA shall accept ownership of and responsibility for future maintenance of the barrier wall along the NB Frontage Road and the SB Frontage Road from 9th Avenue to approximately 3rd Avenue. See Exhibit F.

f. The DOT shall remove the existing split-rail fence and replace with a 6-foot, black-vinyl, chain-link fence within the construction limits west of the SB Frontage Road and along the north side of Harrah's Boulevard at no cost or obligation to the LPA.

g. The DOT shall accept responsibility for maintenance of the pavement markings, up to and including stopbars, along both the NB Frontage Road and SB Frontage Road from 9th Avenue to Avenue G both during and after construction. All other pavement markings, including all cross-walk markings, along LPA-owned streets will be the responsibility of the LPA. See Exhibit G.

h. Ownership and responsibility for signing installed along the future LPA-owned road segment(s) or extension(s) shall be accepted by either LPA or DOT as designated in Exhibits H and I, including sign structures. LPA shall own and maintain sign structures within LPA ROW that are occupied by both LPA and DOT signs.

i. The DOT or LPA shall be solely responsible for on-going maintenance of designated areas as delineated in Exhibit F.

The LPA shall be responsible for snow removal along existing and future open/active sidewalks/trails within the project limits during and after construction. The LPA will also be responsible for street maintenance, including snow removal, of existing and future local street connections during and after construction is complete. These local streets are designated accordingly in Exhibit F.

The DOT shall be responsible for street maintenance, including snow removal, during construction along the NB Frontage Road, SB Frontage Road, and the existing and future W. Broadway alignments from I-480 to the NB Frontage Road. The LPA will be responsible for street maintenance, including snow removal, after construction.

j. 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 J).

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.

k. 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 K).

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 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. 2020-6-092 as of the date shown opposite its signature below.

CITY OF COUNCIL BLUFFS:

By: _____ Date_____, 20___.
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_____, 20___.

Signed: _____
City Clerk of Council Bluffs, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

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

EXHIBIT A

CBIS SEGMENT 4
PROJECT IM-029-3(190)53--13-78
SANITARY SEWER LOCATIONS
EXHIBIT A

SANITARY SEWER LEGEND		
Red	(3)	Sanitary Sewer Removal
Blue	(1)	Sanitary Sewer Installation

M.04 M.05 M.06 M.07 M.08 M.09 M.10 M.11 M.12 M.13 M.14 M.15 M.16

INTERSTATE 29

S 38TH STREET
S 37TH STREET
36TH STREET
35TH STREET
N 40TH STREET
N 39TH STREET
N 38TH STREET
N 37TH STREET
N 36TH STREET
N 35TH STREET
BENSON ST

DODGE RIVERSIDE DR
SERVICE RD B
BROADWAY

2ND AVE
3RD AVE
4TH AVE
5TH AVE
6TH AVE
7TH AVE
8TH AVE
9TH AVE

AVENUE A
AVENUE B
AVENUE C
AVENUE D
AVENUE E
AVENUE F
AVENUE G

See Note 1

1. Sanitary Sewer lines along 9th Avenue and the northbound Frontage road are not included in this agreement.

IOWA ONE CALL 800/292-8989 CALL-BEFORE-YOU-DIG

0 50 100 200 FEET

2020-6-092 CouncilBluffs OFFICE OF DESIGN * CADD * PRODUCED	STATE OF IOWA		FISCAL YEAR 2020	CITY OF COUNCIL BLUFFS/POTT. COUNTY	PROJECT NUMBER IM-029-3(190)53--13-78	SHEET NUMBER MSA.02

S:\Blue_Team\Projects\150717 CBIS SEGMENT 4 SEWER RELOCATIONS\Engineering\Dwgs\DOT Project M-Sheets\150717_M SHEETS FINAL.dwg, 5/12/2020 8:07:38 AM, 300 Adobe PDF.pc3

hgm ASSOCIATES INC.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
CBIS SEWER RELOCATIONS
IOWA DEPARTMENT OF TRANSPORTATION
IOWA DOT PROJECT NO. HDP-1642(680)--71-78
CITY OF COUNCIL BLUFFS
CITY PROJECT NO. PW 17-15
HGM Project No. 150717-008
June 9, 2020

ITEM NO.	ITEM CODE	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	TOTAL AMOUNT
0010.	2435-0130148	Manhole, Sanitary Sewer SW-301, 48 Inch	7.00	EA	$5,000.00	$35,000.00
0020.	2435-0140160	Manhole, Storm Sewer SW-401, 60 Inch	4.00	EA	6,000.00	24,000.00
0030.	2435-0600010	Manhole, Adjustment, Minor	20.00	EA	1,000.00	20,000.00
0040.	2435-0600020	Manhole, Adjustment, Major	3.00	EA	2,000.00	6,000.00
0050.	2503-0136536	Storm Sewer Gravity Main with Casing Pipe, Trenched, Reinforced Concrete Pipe (RCP) 3000D (Class IV)	463.00	LF	150.00	69,450.00
0060.	2503-0200036	Remove Storm Sewer Pipe, Less than or Equal to 36 Inches	403.80	LF	15.00	6,057.00
0070.	2504-0144008	Sanitary Sewer Gravity Main with Casing Pipe, Trenchless, Polyvinyl Chloride Pipe (PVC), 8 Inch	520.00	LF	550.00	286,000.00
0080.	2504-0114008	Sanitary Sewer Gravity Main, Trenched, Polyvinyl Chloride Pipe (PVC), 8 Inch	228.90	LF	85.00	19,456.50
0090.	2504-0240036	Remove Sanitary Sewer Pipe Less than or Equal to 36 Inches	271.00	LF	12.00	3,252.00
0100.	2504-0240236	Sanitary Sewer Abandonment Fill and Plug, Less than or Equal to 36 Inches in Diameter	823.40	LF	16.00	13,174.40
0110.	2510-6750600	Removal of Intakes and Utility Accesses	12.00	EA	1,500.00	18,000.00
0120.	2529-5070110	Patches, Full Depth Finish, By Area	522.00	SY	125.00	65,250.00
0130.	2552-0000210	Trench Foundation	150.00	TN	40.00	6,000.00
0140.	2552-0000220	Replacement of Unsuitable Backfill Material	400.00	CY	15.00	6,000.00
0150.	2599-9999010	Bypass Pumping	1.00	LS	10,000.00	10,000.00
0160.	2599-9999010	Dewatering for Sanitary Sewer	1.00	LS	100,000.00	100,000.00
					TOTAL:	**$687,639.90**

640 FIFTH AVENUE, COUNCIL BLUFFS, IOWA 51501-6427, (712) 323-0530, FAX (712) 323-0779
5022 SOUTH 114th STREET, SUITE 200, OMAHA NEBRASKA 68137-2329, (402) 346-7559, FAX (402) 346-0224

CADD
IOWA DISTRICT 4 D.O.T.
PRODUCED
CLS

IOWA DEPARTMENT OF TRANSPORTATION
EASEMENT PLAT
EXHIBIT "A"

IOWADOT
GETTING YOU THERE
EXHIBIT C

COUNTY **POTTAWATTAMIE** STATE CONTROL NO. _____

PROJECT NO. **IMN-29-3(65)54--0E-78** PARCEL NO. _____

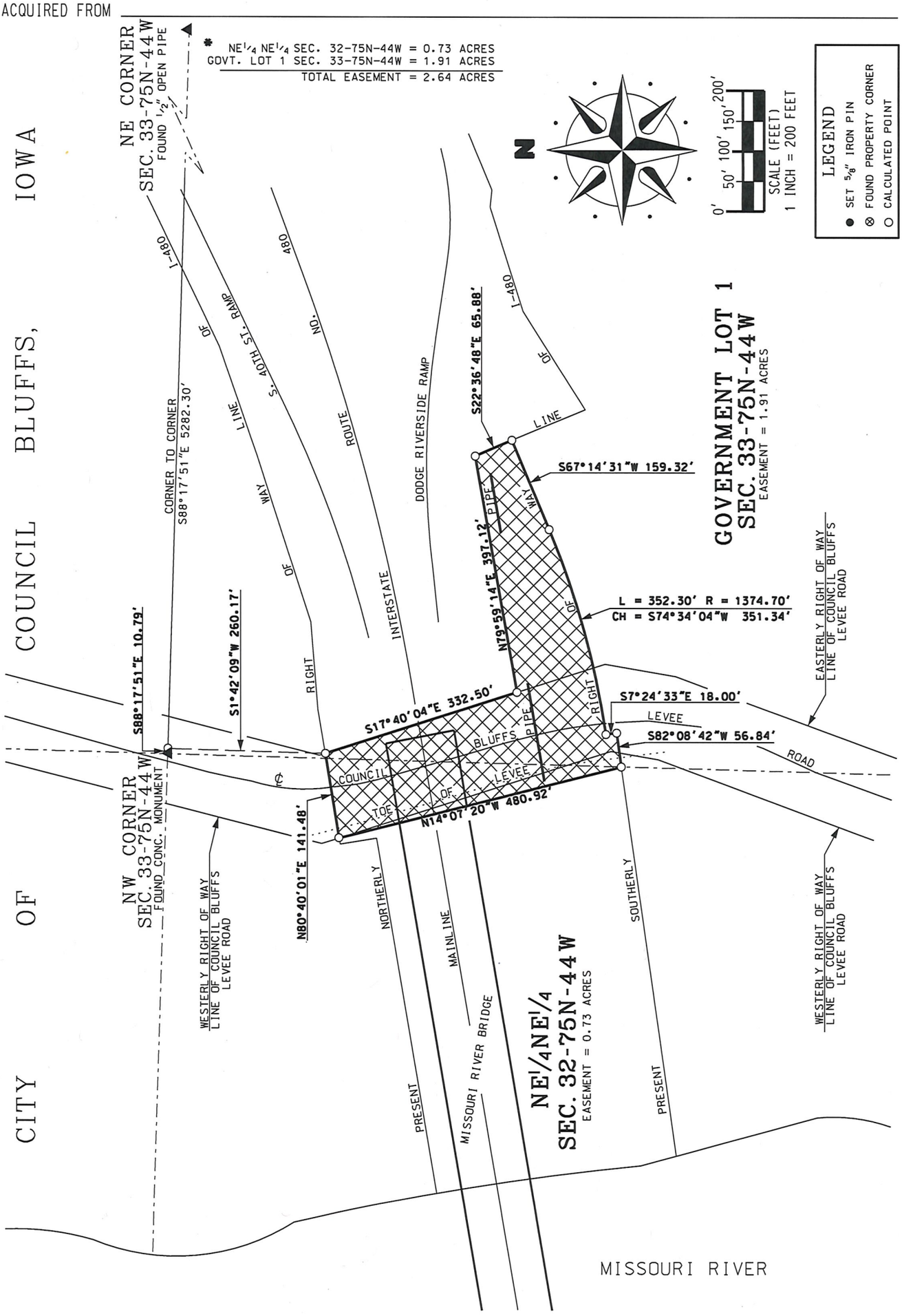
SECTION **32, 33** TOWNSHIP **75N** RANGE **44W**

ROW - FEE _____ AC, EASE ***2.64** ACRES, QUIT CLAIM _____ AC

ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ MAIN LINE _____ SIDE

ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ SIDE ROAD _____ SIDE

ACQUIRED FROM _____



2020-6-092_CouncilBluffs

THE EASEMENT RIGHT GRANTED TO THE CITY OF COUNCIL BLUFFS, IOWA FOR MAINTAINED LEVEE AND FLOOD CONTROL PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in Government Lot 1 in Section 33, and in the NE¼NE¼ of Section 32, T75N, R44W of the 5th P.M., City of Council Bluffs, Pottawattamie County, Iowa, as shown on Easement Plat Exhibit "A" attached hereto and by reference made a part hereof, said parcel is more particularly described as follows:

Commencing at the NW¼ Corner of Section 33, T75N, R44W of the 5th P.M., City of Council Bluffs, Pottawattamie County, Iowa, thence S88°17'51"E 10.79 feet along the north line of the NW¼ of said Section 33; thence S1°42'09"W 260.17 feet to a point on the present northerly right of way line of Interstate Route No. 480, said point also being on the easterly right of way line of Council Bluffs Levee Road, the Point of Beginning; thence S17°40'04"E 332.50 feet along said easterly right of way line; thence N79°59'14"E 397.12 feet; thence S22°36'48"E 65.88 feet to a point on the present southerly right of way line of Interstate Route No. 480; thence along said present southerly right of way line for the following four (4) courses, S67°14'31"W 159.32 feet; 352.30 feet along a 1374.70 foot radius curve, concave northwesterly and having a chord bearing S74°34'04"W 351.34 feet; S7°24'33"E 18.00 feet; S82°08'42"W 56.84 feet; thence N14°07'20"W 480.92 feet to a point on said present northerly right of way line; thence N80°40'01"E 141.48 feet along said present northerly right of way line to the Point of Beginning, containing 114,983 sq. ft. or 2.64 acres.

POTTAWATTAMIE COUNTY
IMN-29-3(65)54--0E-78

STAFF ACTION: S-2007-0292

RIGHT OF WAY AGREEMENT FOR

CITY STREET RELOCATIONS AND/OR RECONSTRUCTION

County	Pottawattamie
City	Council Bluffs
Project No.	IMN-29-3(65)54--0E--78
Iowa DOT Agreement No.	2007-1-016

1. This Agreement is between the City of Council Bluffs hereinafter designated the "CITY", and the Iowa Department of Transportation, Highway Division, hereinafter designated the "DOT" and in accordance with Iowa Code sections 28E.12 and 306A.7.

2. The CITY hereby agrees that the DOT shall acquire rights of way for the reconstruction of I-29/80/480 in the CITY for:

Segment 1 – On I-80 from Nebraska State Line/East City Limits of Council Bluffs in the Missouri River, east to just west of the west I-29/80 systems interchange.

Segment 2 – On I-80 from just west of the west I-29/80 systems interchange, east to just east of Indian Creek and on I-29 from just north of the Union Pacific Railroad (UPRR) Bridge through the west I-29/80 west systems interchange to just east Indian Creek.

Segment 3 – On I-29/80 from just east of Indian Creek, east to east of Madison Avenue and on I-29 from east of Indian Creek, south on I-29 through the east systems interchange to 1.3 miles south of the Iowa 92/U.S. 275 interchange.

Segment 4 – On I-29 from just north of the UPRR bridge, north through the I-29/480 systems interchange to 1.3 miles north of Avenue G and on I-480 from the Missouri River Bridge, east through the I-29/480 and West Broadway Street systems interchange to just west of 35th Street.

Segment 5 – On I-80 from just east of Madison Avenue interchange, northeast to 1.0 miles north of the U.S. 6 interchange.

3. CITY hereby agrees that said right of way be acquired and paid for by the DOT and said acquisition shall be carried out in the following manner:

   In connection with this project, any real estate and easements necessary for right of way to construct the connection of any city street or alley on a primary highway relocation or reconstruction project, as well as any recreational trail, access road or frontage road rights of way, if any, which are or shall be under the jurisdiction of the CITY, may be acquired by the DOT, for and in the name of the CITY. Where acquired by contract, the CITY shall receive and agrees to accept title from the contract seller. Where condemnation proceedings are necessary, a single joint condemnation proceeding shall be instituted by the DOT to acquire necessary property rights for the CITY and DOT.

4. Also as part of this project, the CITY shall be responsible for providing, without cost to the DOT, any right of way for the project which involves dedicated streets or alleys, and any other city-owned lands, except park land, which are required for the project in accordance with 761 Iowa Administrative Code Chapter 150.2(1) and subject to the condition that the DOT shall reimburse the CITY for the value of improvements situated on such other city-owned lands. The CITY has apprised itself of the value of these lands, and as a portion of their participation in the project, voluntarily agrees to make such lands available without further compensation. The DOT shall be responsible for acquisition of all other right of way.

5. Access rights may be acquired by the DOT along all city street 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 112.11(8) and the 2002 DOT Access Control regulations.

   If the CITY 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.

6. This Agreement may be executed in two counterparts, each of which so executed shall be deemed to be an original and both shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2007-1-016 as of the date shown opposite its signature below:

CITY OF COUNCIL BLUFFS:

By: _____ Date Sept 25, 2006
Title: ~~Mayor~~

I, Marcia L. Worden, certify that I am the Clerk of the CITY, and that Thomas P. Hanafan, who signed said Agreement for and on behalf of the CITY was duly authorized to execute the same on the 25 day of September, 2006.

Signed Marcia L. Worden
City Clerk of Council Bluffs, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date Oct 13, 2006.
John Selmer
District Engineer
District 4

IOWA DOT

CBIS SEGMENT 4
PROJECT IM-029-3(190)53--13-78
LIGHTING
EXHIBIT E

0 200 FEET

DOT Meter Pedestal	Light Poles	Light Towers	Underdeck Lights
DOT Meter pedestal "AA"	10	None	2
DOT Meter pedestal "CC"	21	None	2
DOT Meter pedestal "EE"	9	None	None
DOT Meter pedestal "GG"	None	1	None
DOT Meter pedestal "II"	None	1	None
DOT Meter pedestal "KK"	16	3	None
DOT Meter pedestal "MM"	11	1	None
DOT Meter pedestal "OO"	2	2	None
DOT Meter pedestal "QQ"	11	1	None
DOT Meter pedestal "SS"	10	None	4
DOT Meter pedestal "TT"	20	None	None
Total:	**110**	**9**	**8**

City Meter Pedestal	Light Poles	Underdeck Lights	Signal Mounted Luminaires	Intersections
City Meter pedestal "BB"	None	None	2	9th Ave/Ramp C
City Meter pedestal "DD"	None	None	3	9th Ave/Ramp B
City Meter pedestal "FF"	7	4	None	-
City Meter pedestal "HH"	5	2	None	-
City Meter pedestal "JJ"	12	4	3	W Broadway/NB Frontage Rd
City Meter pedestal "LL"	3	None	3	40th St/Ramp B
City Meter pedestal "NN"	4	None	6	40th St/Ramp C & W Broadway/SB Frontage Rd
City Meter pedestal "PP"	10	None	None	-
City Meter pedestal "RR"	8	None	None	-
Total:	**49**	**10**	**17**	

LIGHTING LEGEND

Red	(3)	DOT Luminaire
Red	(3)	DOT Underdeck Light
Red	(3)	DOT Light Tower
Red	(3)	DOT Meter
Red	(3)	DOT Handhole
Red	(3)	DOT Cabinet
Red	(3)	DOT Conduit
Green	(2)	City Luminaire
Green	(2)	City Underdeck Light
Green	(2)	City Meter
Green	(2)	City Handhole
Green	(2)	City Cabinet
Green	(2)	City Conduit
		Traffic Signal Pole with Luminaire

2:17:12 PM 8/14/2020

IOWA DOT

CBIS SEGMENT 4
PROJECT IM-029-3(190)53--13-78
MAINTENANCE/SNOW REMOVAL
EXHIBIT F

0 FEET 200

MAINTENANCE LEGEND		
Red	(3)	Roadway, DOT Maintained
Red, Transparent	(3)	ROW, DOT Maintained
Green	(2)	Roadway, City Maintained
Green, Light	(224)	Sidewalk/Trail, City Maintained
Green, Transparent	(2)	ROW, City Maintained
Blue	(1)	Roadway, DOT Maintained until end of project
Blue, Transparent	(1)	ROW, DOT Owned and City Maintained
		# ROW Fence
		GATE ROW Fence Gate

480
29
I-29
U.P.R.R.
HARRAH'S CASINO
WESTWOOD GOLF COURSE
WESTWOOD PARK
DODGE RIVERSIDE GOLF CLUB
RIVER PARK APARTMENTS
RIVERS EDGE
PROSPECT PARK BAPTIST CHURCH
Limit of Levee Critical Zone
City Barrier Wall
40th St. Ramp C
40th St. Ramp B
9th Ave. Ramp A
9th Ave. Ramp B
9th Ave. Ramp C
9th Ave. Ramp D
I-480 Ramp A
I-480 Ramp C
I-480 Ramp F
I-480 Ramp H
Ave. G Ramp A
Ave. G Ramp D
4th to 3rd Conn.
8th to 6th Conn.
SB Frontage Rd.
NB Frontage Rd.
EB W. Broadway
WB W. Broadway
W Broadway
Dodge Riverside Dr.
40th St.
38th St.
Benson St.
S 38th St.
S 36th St.
N 36th St.
N 35th St.
B Ave.
C Ave.
D Ave.
G Ave.
W 2nd Ave.
W 3rd Ave.
W 4th Ave.
2nd Ave.
4th Ave.
5th Ave.
6th Ave.
7th Ave.
8th Ave.
9th Ave.

2:18:08 PM 8/14/2020

IOWA DOT

CBIS SEGMENT 4
PROJECT IM-029-3(190)53--13-78
PAVEMENT MARKINGS
EXHIBIT G

0 FEET 200

PAVEMENT MARKINGS LEGEND		
Red	(3)	Pavement Marking, DOT Responsibility
Green	(2)	Pavement Marking, City Responsibility

480
40th St. Ramp C
40th St. Ramp B
RIVERS EDGE
Limit of Levee Critical Zone
40th St.
RIVER PARK APARTMENTS
HARRAH'S CASINO
Dodge Riverside Dr.
EB W. Broadway
WB W. Broadway
Ave. B
Ave. C
Ave. D
Ave. G
38th St.
Benson St.
SB Frontage Rd.
I-480 Ramp A
I-480 Ramp C
I-480 Ramp H
I-480 Ramp F
NB Frontage Rd.
Ave. G Ramp A
Ave. G Ramp D
PROSPECT PARK BAPTIST CHURCH
Ave. A
Ave. B
Ave. C
Ave. D
N 36th St.
N 35th St.
W Broadway
S 38th St.
W 2nd Ave.
W 3rd Ave.
W 4th Ave.
DODGE RIVERSIDE GOLF CLUB
9th Ave. Ramp A
SB Frontage Rd.
9th Ave. Ramp D
NB Frontage Rd.
4th to 3rd Conn.
9th Ave. Ramp C
8th to 6th Conn.
9th Ave. Ramp B
WESTWOOD GOLF COURSE
U.P.R.R.
I-29
S 36th St.
WESTWOOD PARK
2nd Ave.
3rd Ave.
4th Ave.
5th Ave.
6th Ave.
7th Ave.
8th Ave.
9th Ave.
29

2:18:42 PM 8/14/2020

IOWADOT

CBIS SEGMENT 4
PROJECT IM-029-3(190)53--13-78
CITY SIGNING
EXHIBIT H

0 200
FEET

480
29
I-29
U.P.R.R.
HARRAH'S CASINO
RIVERS EDGE
RIVER PARK APARTMENTS
DODGE RIVERSIDE GOLF CLUB
WESTWOOD GOLF COURSE
WESTWOOD PARK
PROSPECT PARK BAPTIST CHURCH
Limit of Levee Critical Zone
40th St. Ramp C
40th St. Ramp B
40th St.
38th St.
Benson St.
SB Frontage Rd.
I-480 Ramp A
I-480 Ramp F
NB Frontage Rd.
Ave. G Ramp A
Ave. G Ramp D
Ave. G
M Ave. B
M Ave. C
M Ave. D
WB W. Broadway
EB W. Broadway
Dodge Riverside Dr.
I-480 Ramp C
I-480 Ramp H
S 38th St.
W 2nd Ave.
W 4th Ave.
M 3rd Ave.
9th Ave. Ramp A
9th Ave. Ramp D
9th Ave. Ramp C
9th Ave. Ramp B
8th to 6th Conn.
4th to 3rd Conn.
S 36th St.
9th Ave.
8th Ave.
7th Ave.
6th Ave.
5th Ave.
4th Ave.
3rd Ave.
2nd Ave.
W Broadway
Ave. A
Ave. B
Ave. C
Ave. D
N 36th St.
N 35th St.

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IOWA DOT

CBIS SEGMENT 4
PROJECT IM-029-3(190)53--13-78
DOT SIGNING
EXHIBIT I

0 200
FEET

480
40th St. Ramp C
40th St. Ramp B
RIVERS EDGE
RIVER PARK APARTMENTS
HARRAH'S CASINO
Limit of Levee Critical Zone
40th St.
Ave. B
Ave. C
Ave. D
38th St.
Ave. G
Benson St.
SB Frontage Rd.
I-480 Ramp A
WB W. Broadway
EB W. Broadway
Dodge Riverside Dr.
I-480 Ramp C
I-480 Ramp H
I-480 Ramp F
NB Frontage Rd.
Ave. G Ramp A
Ave. G Ramp D
PROSPECT PARK BAPTIST CHURCH
Ave. A
Ave. B
Ave. C
Ave. D
N 36th St.
N 35th St.
W Broadway
S 38th St.
W 2nd Ave.
W 3rd Ave.
W 4th Ave.
DODGE RIVERSIDE GOLF CLUB
9th Ave. Ramp A
SB Frontage Rd.
WESTWOOD GOLF COURSE
U.P.R.R.
9th Ave. Ramp C
9th Ave. Ramp D
NB Frontage Rd.
4th to 3rd Conn.
8th to 6th Conn.
9th Ave. Ramp B
I-29
S 36th St.
2nd Ave.
3rd Ave.
4th Ave.
5th Ave.
6th Ave.
7th Ave.
8th Ave.
9th Ave.
WESTWOOD PARK

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IOWADOT

CBIS SEGMENT 4
PROJECT IM-029-3(190)53--13-78
HAUL ROUTES
EXHIBIT J

0 FEET 200

HAUL ROUTE LEGEND		
Green	(2)	Haul Route, City Roadway
Blue	1	Haul Route, DOT Roadway until end of project

480
40th St. Ramp C
40th St. Ramp B
RIVERS EDGE
Limit of Levee Critical Zone
RIVER PARK APARTMENTS
40th St.
HARRAH'S CASINO
WB W. Broadway
EB W. Broadway
Dodge Riverside Dr.
M Ave. B
M Ave. C
M Ave. D
38th St.
Ave. G
Benson St.
SB Frontage Rd.
I-480 Ramp A
I-480 Ramp C
I-480 Ramp F
I-480 Ramp H
NB Frontage Rd.
Ave. G Ramp A
Ave. G Ramp D
S 38th St.
M 2nd Ave.
M 3rd Ave.
M 4th Ave.
DODGE RIVERSIDE GOLF CLUB
9th Ave. Ramp A
SB Frontage Rd.
Ave. A
Ave. B
Ave. C
Ave. D
PROSPECT PARK BAPTIST CHURCH
N 36th St.
M Broadway
U.P.R.R.
WESTWOOD GOLF COURSE
9th Ave. Ramp C
9th Ave. Ramp D
NB Frontage Rd.
4th to 3rd Conn.
8th to 6th Conn.
N 35th St.
I-29
9th Ave. Ramp B
S 36th St.
8th Ave.
7th Ave.
6th Ave.
5th Ave.
4th Ave.
3rd Ave.
1st Ave.
WESTWOOD PARK
Nebraska Ave.

2:16:40 PM 8/14/2020

IOWA DOT

CBIS SEGMENT 4
PROJECT IM-029-3(190)53--13-78
DETOUR ROADS
EXHIBIT K

DETOUR ROADS LEGEND		
Green	(2)	Detour, City Roadway
Blue	1	Detour, DOT Roadway until end of project

0 FEET 600

HARRAH'S CASINO
U.P.R.R.
WESTWOOD GOLF COURSE
WESTWOOD PARK
DODGE RIVERSIDE GOLF CLUB
RIVER PARK APARTMENTS
RIVERS EDGE
PROSPECT PARK BAPTIST CHURCH
Nebraska Ave.
I-29
9th Ave. Ramp C
9th Ave. Ramp B
9th Ave. Ramp A
9th Ave. Ramp D
8th to 9th Conn.
4th to 3rd Conn.
SB Frontage Rd.
NB Frontage Rd.
I-480
40th St. Ramp B
40th St. Ramp C
I-480 Ramp C
I-480 Ramp B
I-480 Ramp A
I-480 Ramp F
EB W. Broadway
W Broadway
S 38th St.
S 36th St.
N 36th St.
N 35th St.
W 4th Ave.
W 3rd Ave.
W 2nd Ave.
Dodge Riverside Dr.
9th Ave.
8th Ave.
7th Ave.
6th Ave.
5th Ave.
4th Ave.
3rd Ave.
2nd Ave.
Ave. A
Ave. B
Ave. C
Ave. D
W Ave. B
W Ave. C
W Ave. D
Ave. G
40th St.
38th St.
Benson St.
Ave. G Ramp
Limit of Levee Critical Zone

2020-6-092_CouncilBluffs

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