

RESOLUTION NO. 019 (2023/2024)

**A RESOLUTION APPROVING THE PRECONSTRUCTION AGREEMENT
FOR PRIMARY ROAD PROJECT AT U.S. 30 WITH
THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NEVADA, IA**

WHEREAS the City of Nevada, IA (“City”) desires to enter into a Preconstruction Agreement with the Iowa Department of Transportation (“DOT”); and

WHEREAS the DOT proposes to establish or make improvement to U.S. 30 within Story County; and

WHEREAS as part of the project the DOT has requested the City to design and inspect the watermain construction within the City of Nevada; and

WHEREAS the DOT and the City are willing to jointly participate in said project in the manner provided in the Preconstruction Agreement attached;

WHEREAS the City shall initially pay for the project costs of design and inspection and be reimbursed by the DOT at a cost estimated at \$280,000.00; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Nevada, Iowa, as follows:

1. The Iowa Department of Transportation Preconstruction Agreement for Primary Road Project at U.S. 30, is approved.
2. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City and the City Clerk is authorized to take any other action necessary to effectuate this Agreement.

Passed and Approved this 23rd day of October, 2023.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

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

County	<u>Story</u>
City	<u>Nevada</u>
Project No.	<u>NHSN-030-5(323)--2R-85</u>
Iowa DOT	
Agreement No.	<u>2024-16-004</u>
Staff Action No.	<u></u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated "DOT," and city of Nevada, 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 Story 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 be the lead governmental agency for carrying out the provisions of this Agreement.
- b. All notices required under this Agreement shall be made in writing to the DOT's and/or the LPA's contact person. The DOT's contact person shall be the District 1 - South Area Engineer, Benjamin Adey. The LPA's contact person shall be the City Administrator, Jordan Cook.
- c. The LPA shall design and inspect, and the DOT will let, construction of the following described project in accordance with the project plans, DOT Standard Specifications, and Special Provisions:

Watermain construction adjacent to U.S. 30 from 0.5 Miles east of Interstate 35 to 580th Avenue.

- d. As part of the project, the DOT has requested the LPA to design and inspect the watermain construction within the city of Nevada. (See Exhibit A for project location and Exhibit B for estimated project costs).
- e. Upon completion of construction, the LPA agrees to retain ownership and jurisdiction of the following referenced improvements as identified below. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:
 - i. Watermain construction adjacent to U.S. 30.

2. Project Costs

- a. The LPA shall initially pay for the costs of design and inspection of the watermain construction. The DOT shall reimburse the LPA for its share of the project costs estimated at \$280,000.00, as shown in Exhibit B as Design Phase Fee and Construction Phase Fee. The amount paid to the LPA shall be determined by invoices submitted to the DOT for actual costs incurred by the LPA. The LPA shall submit invoices to the DOT's contact person, no more frequent than monthly. The LPA invoices shall contain the following information:

- i. City Name
- ii. Invoice Date
- iii. Invoice Number
- iv. DOT/LPA Agreement No.
- v. Phase Number
- vi. Beginning and Ending Dates of Work
- vii. Itemized statement of actual costs incurred, including a specific description of each item, product, or service provided. Labor, indirect costs, and direct costs shall be identified separately.
- viii. Company Project or Activity Numbers

b. The DOT shall bear all construction costs for the watermain.

3. Traffic Control

a. U.S. 30 through-traffic shall be maintained during the construction.

b. It may be necessary to temporarily close LPA side road Sand Hill Trail 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 at no expense or obligation to the LPA. The DOT shall 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 shall 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), shall remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA shall 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 shall 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 shall be permitted or undertaken by the LPA without the prior written approval of the DOT. All work shall be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

5. Construction & Maintenance

a. The LPA, in cooperation with the DOT, shall 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 shall 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 shall be undertaken or permitted without the prior written approval and consent of the DOT.
- c. Future maintenance of the primary highway within the project area shall be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

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 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.

January 2023

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2024-16-004 as of the date shown opposite its signature below.

CITY OF NEVADA:

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 Nevada, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Allison Smyth, P.E.
District Engineer
District 1

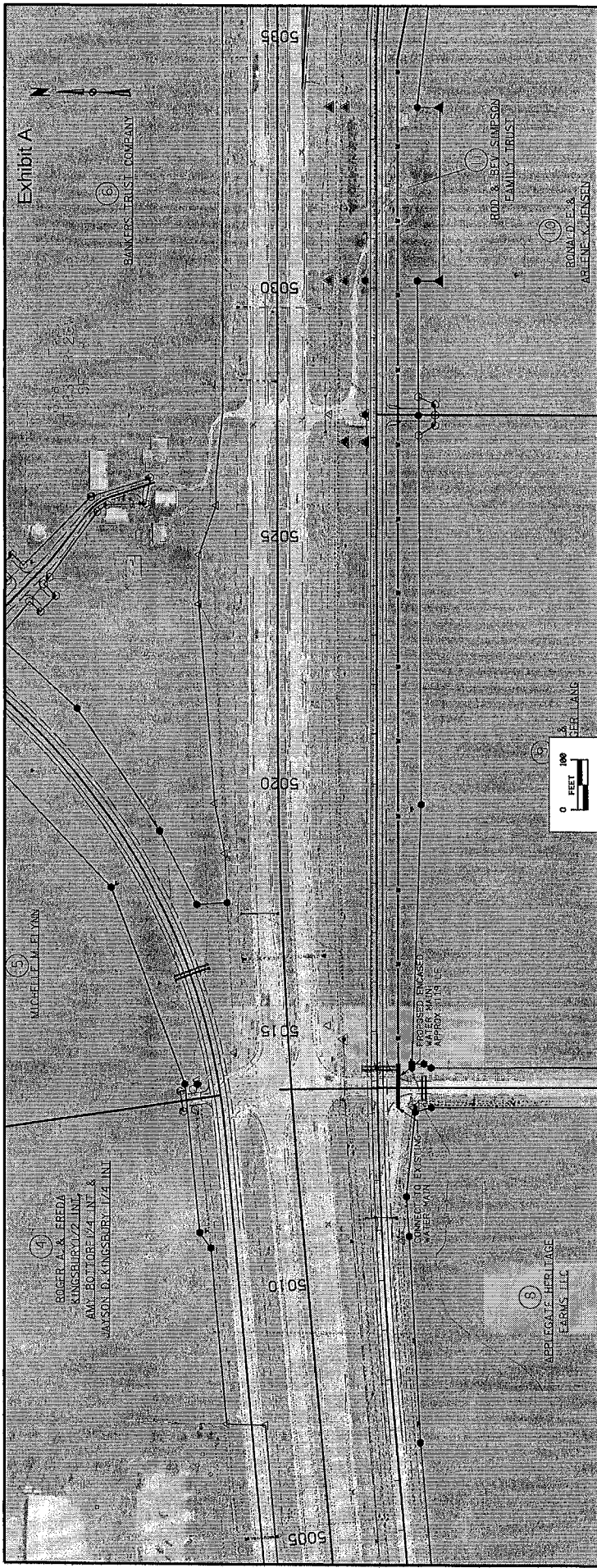


Exhibit A

Bankers Trust Company

Michelle M. Elyan

Roger A. & Eredia Kingsbury/LLC
Amy Bottore/LLC
Jayson D. Kingsbury/LLC

Rod & Bev Simpson Family Trust

Ronald D. & Arlene K. Jensen

Applegate Hfr Lase Farms, LLC

PROPOSED ENCASED WATER MAIN APPROX. 12" I.D.

CONNECT TO EXISTING WATER MAIN



GER LANG

FILE NO.	ENGLISH	DESIGN TEAM	STORY	COUNTY	PROJECT NUMBER	SHEET NUMBER
44-653 PM 6/19/2023	harter	HR GREEN, INC.	STORY	STORY	NHSN-030-5(323)--2R-85	0.01
\\nrgreen.com\HRG\Users\2023\2022726\CAD\Design\CAD001\Files\Sheet_Files\Sheet_2302726.dgn						
2024-16-004_Nevada						

