

RESOLUTION UB2018 - 04

**A RESOLUTION TO APPROVE THE PRECONSTRUCTION AGREEMENT FOR
PRIMARY ROAD PROJECT BETWEEN THE IOWA DEPARTMENT OF
TRANSPORTATION AND THE EAGLE GROVE UTILITIES BOARD**


WHEREAS, the City of Eagle Grove Utilities Board has reviewed the Preconstruction Agreement Number 2018-4-202 proposed by the Iowa Department of Transportation; and

WHEREAS, the City of Eagle Grove Utilities Board understands that it is in the best interest of the City of Eagle Grove to proceed with the reconstruction of nine (9) sanitary sewer and other items defined within the Preconstruction Agreement Project No. STPN-017-4(44)—2J-99; and

NOW THEREFORE BE IT RESOLVED that the Utilities Board of the City of Eagle Grove, Iowa hereby approves this Resolution UB2018-04 and authorizes the City Clerk on this 14th day of March, 2018 to proceed with entering into a Preconstruction Agreement with the Iowa Department of Transportation.

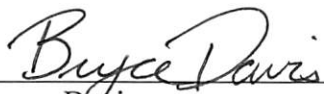
The motion was moved by Utilities Board member Wilson and seconded by Utilities Board member Rethman and after due consideration thereof, the roll was called and the following Utilities Board members voted:

AYES:
NAYES:
ABSENT



Tom Peterson
Chairperson

ATTEST:



Bryce Davis
City Administrator/Clerk

July 2014

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

County_	<u>Wright</u>
City	<u>Eagle Grove Utilities</u>
Project No._	<u>STPN-017-4(44)-2J-99</u>
Iowa DOT	
Agreement No._	<u>2018-4-202</u>
Staff Action No.	<u>S-2018-0595</u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Eagle Grove Utilities, hereinafter designated "EGU", as follows;

The DOT proposes to establish or make improvements to Iowa 17 within Wright County, Iowa; and

The DOT and EGU 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 EGU 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:

Portland Cement Concrete (PCC) patching with diamond grinding on Iowa 17 from the south corporation limits to 12th Street NW in Eagle Grove.

- b. As part of the project, EGU has requested nine sanitary sewer manholes be replaced within the city all at no cost to the DOT.
- c. All sanitary sewers constructed by the DOT as part of the project will become the property of EGU, which will be responsible for their maintenance and operations. EGU will not make any connections to said sanitary sewers without the prior written approval of the DOT. EGU will prevent use of such sanitary sewers as a storm sewer.

2. Project Costs

- a. EGU shall reimburse the DOT for its share of the project costs estimated at \$103,435, as shown in Exhibit A. The amount paid by EGU 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 EGU under other terms of this Agreement.

3. Traffic Control

- a. Iowa 17 through-traffic will be maintained during the construction.

July 2014

4. 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.

5. General Provisions

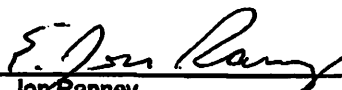
- a. EGU will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, 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.
- b. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- c. 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.
- d. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- 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 EGU 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. 2018-4-202 as of the date shown opposite its signature below.

EAGLE GROVE UTILITIES:

By:  Date 3/21, 2018
Title: Chairperson

IOWA DEPARTMENT OF TRANSPORTATION:

By:  Date 3/23, 2018
E. Jon Ranney
District Engineer
District 2

July 2014

EXHIBIT A

Estimated Quantities & Costs

Item	Quantity	Unit Cost	Cost
SW-301 Sanitary Sewer Manholes, 48 inch	7 EA	\$5,100	\$35,700
SW-301 Sanitary Sewer Manholes, 60 inch	2 EA	\$5,500	\$11,000
Removal of Structures	1 LS	\$15,000	\$15,000
PCC Repair Patches by Count	18 EA	\$140	\$2,520
PCC Repair Patches by Area	240 SY	\$125	\$33,000
Construction Survey	LS	\$7,500	\$7,500
Sanitary Sewer, 6 inch	15 LF	\$10	\$150
Sanitary Sewer, 10 inch	5 LF	\$10	\$50
Sanitary Sewer, 12 inch	65 LF	\$12	\$780
Sanitary Sewer, 15 inch	5 LF	\$12	\$60
Sanitary Sewer, 18 inch	15 LF	\$15	\$225
Sanitary Sewer, 24 inch	30 LF	\$15	\$450
		Estimated cost (100% EGU)	\$103,435
		TOTAL Estimated cost (100% EGU)	\$103,435