

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

County	Davis
City	Bloomfield
Project No.	NHSN-063-1(101)- -2R-26
Iowa DOT	
Agreement No.	2022-6-111
Staff Action No.	

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Bloomfield, 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 U.S. 63 within Davis 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:

Hot Mix Asphalt (HMA) resurfacing on U.S. 63 from Iowa 2 to the north city limits of Bloomfield.

- b. As part of the project, the LPA has requested HMA resurfacing of adjacent paved parking shown on Exhibit A-1, the replacement of 5 intake tops shown on Exhibit A-2, and the partial PCC patching or HMA resurfacing of 11 side streets as shown on Exhibits A-3 to A-15 within the city all at no cost to the DOT. The pavement marking painting of the parking stalls is to be performed by the LPA, at LPA cost. (See Exhibit B for costs).

2. Project Costs

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$60,305, as shown in Exhibit B. LPA reimbursement will be made in three (3) equal yearly installments of approximately \$20,101.67, each. The first installment will be due upon completion of construction and proper billing by the DOT. The final two installments will be billed to the LPA one and two years subsequent to the date of the first billing respectively. The actual amount of reimbursement will be determined by the 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. U.S. 63 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.
- 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 Iowa Code section 313.4 subsection 1.b.).

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.

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. General Parking Requirements:
 - i. On primary highways at signalized intersections, parking will be prohibited a distance of 20 feet in advance of the near sidewalk or traffic-control signal and a distance of 20 feet beyond the far sidewalk. At non-signalized intersections, parking will be prohibited 55 feet in advance of the near sidewalk and 22 feet beyond the far sidewalk.

- ii. On minor side streets controlled with stop signs, with two through lanes and two parking lanes (parallel or diagonal), parking will be prohibited a distance of 35 feet in advance of the near sidewalk or stop sign and a distance of 35 feet beyond the far sidewalk. On minor side streets controlled with stop signs, with four through lanes and two parallel or diagonal parking lanes, parking will be prohibited a distance of 35 feet in advance of the near sidewalk or stop sign and a distance of 20 feet beyond the far sidewalk.
- iii. On minor side streets with traffic control signals, with two through lanes and two parallel parking lanes, parking will be prohibited a distance of 20 feet in advance of the near sidewalk or traffic signal and a distance of 35 feet beyond the far sidewalk. On minor side streets with four through lanes and parallel or diagonal parking lanes, parking will be prohibited a distance of 20 feet in advance of the near sidewalk or traffic signal and a distance of 20 feet beyond the far sidewalk.
- iv. If not already covered by an existing ordinance, the parking restrictions listed above will be outlined in a new ordinance which will be enacted by the LPA. The new ordinance would go into effect no later than such time as the project is completed and opened to through traffic. Parking shall be prohibited along U.S. 63, within the project limits except as set forth in subsection 5(c)(v) below.
- v. Parallel parking shall be allowed along US Highway 63 from Franklin Street to Jefferson Street.

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.

July 2014

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2022-6-111 as of the date shown opposite its signature below.

CITY OF BLOOMFIELD:

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 Bloomfield, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Robert Younie, P.E.
District Engineer
District 5

Parking Map
US 63 (Washington St) in Bloomfield, Parking widths
NHSN-063-1(101)—2R-26 PIN 20-26-063-030
2/25/2022

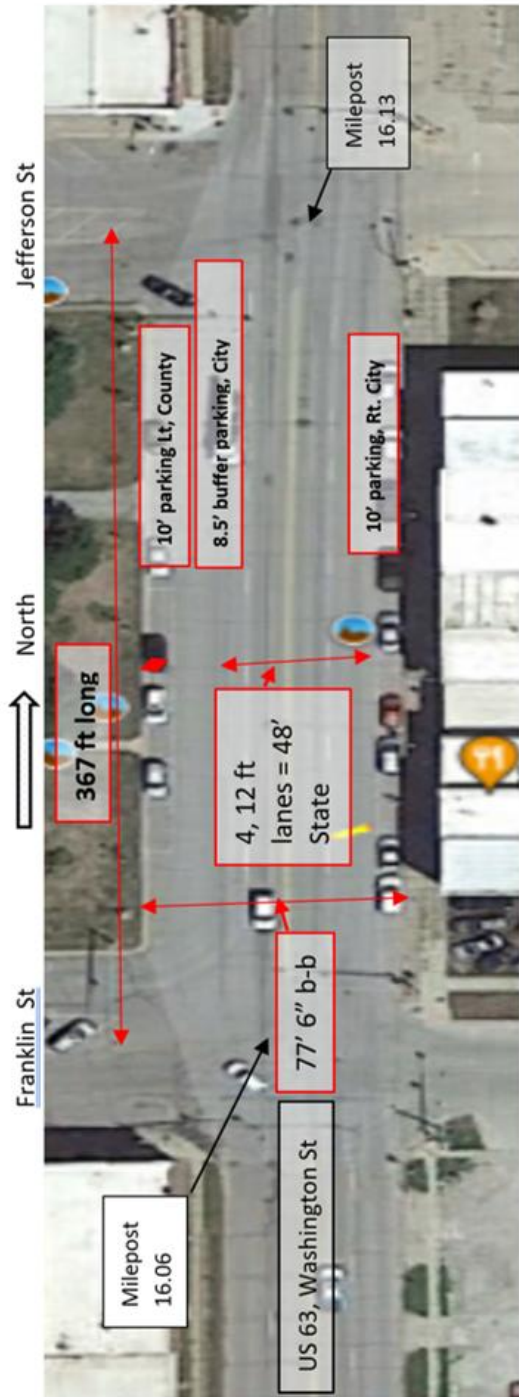


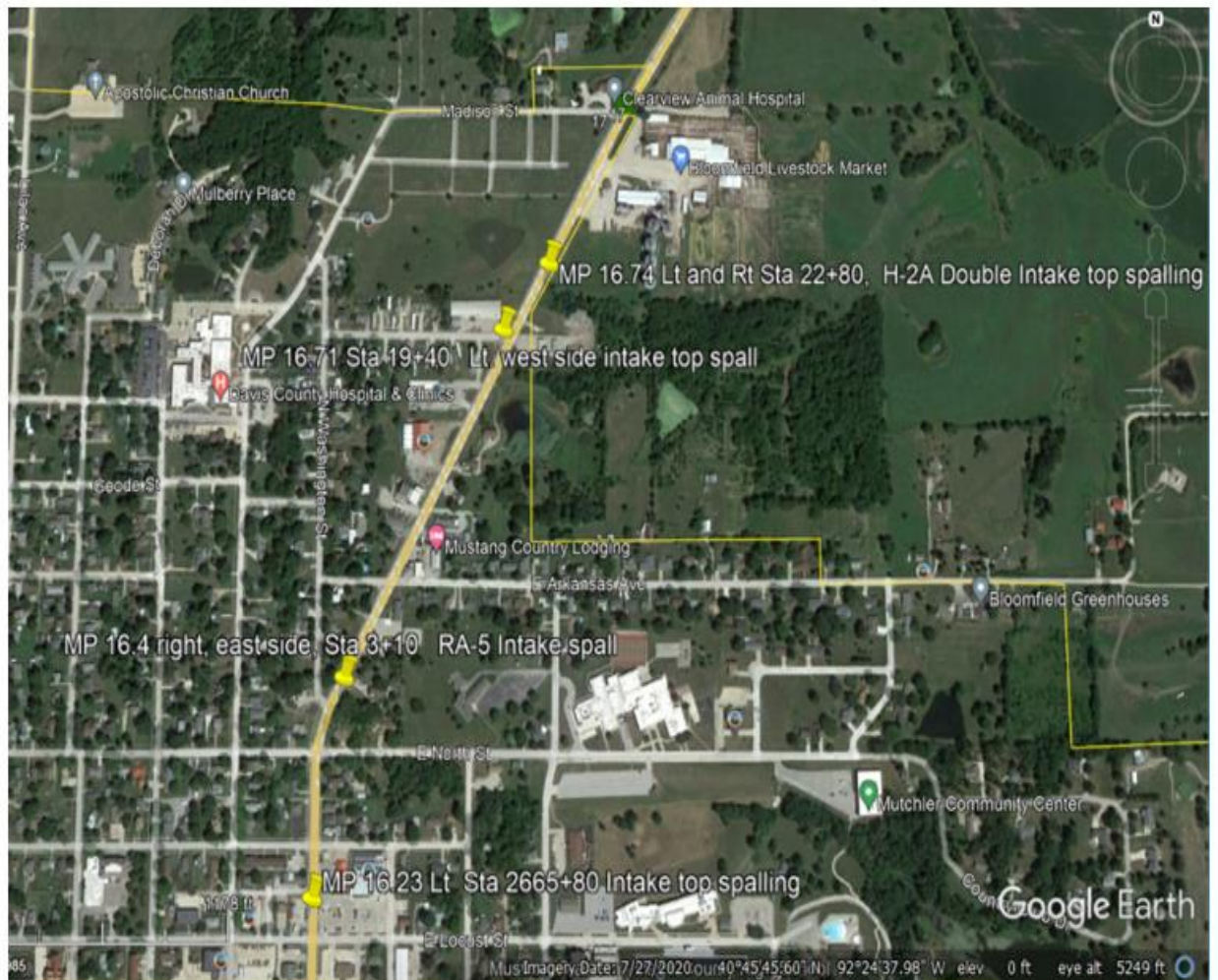
EXHIBIT A-1

For parking width information, see Parking width.docx file
PW Main:\Projects\2606303020\DistrictDesign\Preconst Agreement\Bloomfield\Estimate\US 63 Estimate 4 27 2022.xlsx

EXHIBIT A-1

Intake Repair locations

EXHIBIT A-2



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EXHIBIT B-1, pg. 1

Bloomfield
Estimated Construction Costs for the City of Bloomfield in Davis County
Iowa DOT 3R Project : NHSN-063-1(101)--2R-26 PIN 22-26-063-030

Proposed Letting: Dec.20, 2022

7/18/2022

LOCATION	ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE \$	\$ AMOUNT
City of Bloomfield						
COSTS ASSOCIATED WITH HMA OVERLAY OF PARKING AREAS ADJACENT TO US 63 (Washington Street):						
From Franklin to Jefferson St. South side, ... City to pay for Parking area portion of overlay.						
MP 16.06 to 16.13, Size: Approx. 367 ft long x 10 ft. wide, east side Approx. Sta 2681+50.8 to 2685+85.6						
DOT portion is 48 ft b-b, parking is right side of C/L, beyond DOT portion: 10 ft City cost						
	2214-5145150	Pavement Scarification (1.5 in. thick)	SY	407.78	\$2.39	\$975
	2303-0043500	HMA Surface 1.5" thick (Tons)	Ton	33.72	\$56.02	\$1,889
	2303-0246422	Asphalt Binder (Tons)	Ton	2.02	\$607.80	\$1,230
Placement of pavement markings for parking stalls placed by the City						
Subtotal						\$4,093
From Franklin to Jefferson St. North side, ... City to pay for Parking buffer area portion of overlay (not including the 10 ft County portion).						
MP 16.06 to 16.13, Size: Approx. 367 ft long x 8.5 ft. wide, east side Approx. Sta 2681+50.8 to 2685+85.6						
DOT portion is 48 ft b-b, parking buffer is left side of C/L, beyond DOT portion: 8.5 ft City cost						
Positive gutter drainage is to be maintained.						
	2214-5145150	Pavement Scarification (1.5 in. thick)	SY	346.61	\$2.39	\$828
	2303-0043500	HMA Surface 1.5" thick (Tons)	Ton	28.66	\$56.02	\$1,606
	2303-0246422	Asphalt Binder (Tons)	Ton	1.72	\$607.80	\$1,045
Placement of pavement markings for parking stalls placed by the City						
Subtotal						\$3,479
Intake top replacements (5)						
MP 16.23 Left, west side, Sta 2665+80 Lt, North of Locust Street RA-3 Intake spill				1.00		
MP 16.4 Right, east side, Sta 3+ 10, North of North Street RA-5 Intake spill				1.00		
MP 16.71 Left South of Gregory Lane, Sta 19+40, RA-3 Intake, top has spalling concrete				1.00		
MP 16.77 North of Gregory Lane, Right and Left, Sta 22+80, H-2A Double Intake, top has spalling concrete				2.00		
	2435-0250704	Intake, RA3, RA5, H-2A, Top Only	Each	5.00	\$4,500.00	\$22,500
Exhibit A-4, MP 17, Madison St, West side, HMA Resurfacing of side street beyond normal State paving limit						
MP 17, Size: Approx 15 ft long x 38 ft wide						
	2529-5070120	PCC Patching, Area: See plan views for details	SY	63	\$250.00	\$15,833.3
	2212-5070330	PCC Patching, Count	EACH	2	\$200.00	\$400.0
Subtotal						\$16,233.3
Exhibit A-5, MP 16.7, Gregory Lane, West side, HMA Resurfacing of side street beyond normal State paving limit						
14 ft long x 45 ft wide						
	2214-5145150	Pavement Scarification (1.5 in. thick)	SY	70.00	\$4.00	\$280
Positive gutter drainage is to be maintained.						
	2303-0043500	HMA Surface 1.5" thick (Tons)	Ton	5.79	\$75.00	\$434
	2303-0246422	Asphalt Binder (Tons)	Ton	0.35	\$700.00	\$243
Gregory lane, West side Subtotal						\$957
Exhibit A-6, MP 16.56, Arkansas St, West and East side						
Arkansas, East and West side Subtotal						\$0
Exhibit A-7, MP 16.46, Weaver Rd, West side						
Weaver Rd, West side Subtotal						\$0
Exhibit A-8, MP 16.42, North St, East side, HMA Resurfacing of side street beyond normal State paving limit						
14.5 ft long x 31 ft wide						
	2214-5145150	Pavement Scarification (1.5 in. thick)	SY	49.94	\$4.00	\$200
Positive gutter drainage is to be maintained.						
	2303-0043500	HMA Surface 1.5" thick (Tons)	Ton	4.13	\$75.00	\$310
	2303-0246422	Asphalt Binder (Tons)	Ton	0.25	\$700.00	\$173
North St, East side Subtotal						\$683
Exhibit A-9, MP 16.35, Poplar St, West side, HMA Resurfacing of side street beyond normal State paving limit						
21 ft long x 27 ft wide						
	2214-5145150	Pavement Scarification (1.5 in. thick)	SY	63.00	\$4.00	\$252
Positive gutter drainage is to be maintained.						
	2303-0043500	HMA Surface 1.5" thick (Tons)	Ton	5.21	\$75.00	\$391
	2303-0246422	Asphalt Binder (Tons)	Ton	0.31	\$700.00	\$219
Poplar St, West side Subtotal						\$861

EXHIBIT B-1, pg. 2

Exhibit A-10, MP 16.28, Locust St, West side, HMA Resurfacing of side street beyond normal State paving limit						
18 ft long x 24 ft wide	2214-5145150	Pavement Scarification (1.5 in. thick)	SY	48.00	\$4.00	\$192
Positive gutter drainage is to be maintained.	2303-0043500	HMA Surface 1.5" thick (Tons)	Ton	3.97	\$75.00	\$298
	2303-0246422	Asphalt Binder (Tons)	Ton	0.24	\$700.00	\$167
		Locust St, West side			Subtotal	\$656
Exhibit A-10, MP 16.28, Locust St, East side, HMA Resurfacing of side street beyond normal State paving limit						
41 ft long x 31.5 ft wide	2214-5145150	Pavement Scarification (1.5 in. thick)	SY	143.50	\$4.00	\$574
Positive gutter drainage is to be maintained.	2303-0043500	HMA Surface 1.5" thick (Tons)	Ton	11.87	\$75.00	\$890
	2303-0246422	Asphalt Binder (Tons)	Ton	0.71	\$700.00	\$498
		Locust St, East side			Subtotal	\$1,962
Exhibit A-11, MP 16.13, Jefferson St, West and East side						
		Jefferson, West and East side			Subtotal	\$0
Exhibit A-12, MP 16.06, Franklin St, West and East side						
		Franklin, West and East side			Subtotal	\$0
Exhibit A-13, MP 15.99, Walnut St, West side, HMA Resurfacing of side street beyond normal State paving limit						
13 ft long x 37 ft wide	2214-5145150	Pavement Scarification (1.5 in. thick)	SY	53.44	\$4.00	\$214
Positive gutter drainage is to be maintained.	2303-0043500	HMA Surface 1.5" thick (Tons)	Ton	4.42	\$75.00	\$331
	2303-0246422	Asphalt Binder (Tons)	Ton	0.27	\$700.00	\$186
		Walnut St, West side			Subtotal	\$731
Exhibit A-13, MP 15.99, Walnut St, East side, HMA Resurfacing of side street beyond normal State paving limit						
12.5 ft long x 30 ft wide	2214-5145150	Pavement Scarification (1.5 in. thick)	SY	41.67	\$4.00	\$167
Positive gutter drainage is to be maintained.	2303-0043500	HMA Surface 1.5" thick (Tons)	Ton	4.42	\$75.00	\$331
	2303-0246422	Asphalt Binder (Tons)	Ton	0.27	\$700.00	\$186
		Walnut St, East side			Subtotal	\$684
Exhibit A-14, MP 15.92, Chestnut St, West side, HMA Resurfacing of side street beyond normal State paving limit						
17 ft long x 31 ft wide	2214-5145150	Pavement Scarification (1.5 in. thick)	SY	58.56	\$4.00	\$234
Positive gutter drainage is to be maintained.	2303-0043500	HMA Surface 1.5" thick (Tons)	Ton	4.84	\$75.00	\$363
	2303-0246422	Asphalt Binder (Tons)	Ton	0.29	\$700.00	\$203
		Chestnut St, West side			Subtotal	\$801
Exhibit A-14, MP 15.92, Chestnut St, East side, HMA Resurfacing of side street beyond normal State paving limit						
15.5 ft long x 32 ft wide	2214-5145150	Pavement Scarification (1.5 in. thick)	SY	55.11	\$4.00	\$220
Positive gutter drainage is to be maintained.	2303-0043500	HMA Surface 1.5" thick (Tons)	Ton	4.56	\$75.00	\$342
	2303-0246422	Asphalt Binder (Tons)	Ton	0.27	\$700.00	\$191
		Chestnut St, East side			Subtotal	\$754
Exhibit A-15, MP 15.85, South St, West side, HMA Resurfacing of side street beyond normal State paving limit						
13 ft long x 31 ft wide	2214-5145150	Pavement Scarification (1.5 in. thick)	SY	44.78	\$4.00	\$179
Positive gutter drainage is to be maintained.	2303-0043500	HMA Surface 1.5" thick (Tons)	Ton	3.70	\$75.00	\$278
	2303-0246422	Asphalt Binder (Tons)	Ton	0.22	\$700.00	\$156
		South St, West side			Subtotal	\$612
Exhibit A-15, MP 15.85, South St, East side, HMA Resurfacing of side street beyond normal State paving limit						
39 ft long x 30 ft wide	2214-5145150	Pavement Scarification (1.5 in. thick)	SY	130.00	\$4.00	\$520
Positive gutter drainage is to be maintained.	2303-0043500	HMA Surface 1.5" thick (Tons)	Ton	10.75	\$75.00	\$806
	2303-0246422	Asphalt Binder (Tons)	Ton	0.64	\$700.00	\$451
		South St, East side			Subtotal	\$1,778
					SUBTOTAL	\$54,822
					10% Contingency	\$5,482
		Agmt. Subtotal, paved parking and 5 intake tops				\$60,305
		Agmt TOTAL				\$60,305

Note 1: A draft Iowa DOT / City agreement may be prepared based upon an estimate., pending indication from City. The draft and Final Agreement is to occur in 2022.

Note 2: The Actual costs will ultimately be based on the actual quantities used and the contract unit prices from the November 15, 2022 letting.

Note 3: The construction is anticipated to occur in Calendar year 2023. The final quantities will likely be determined after construction, in the autumn of 2023. (FY '24)

Note 4: The estimate was prepared by the Iowa DOT, District 5 Design Office in Fairfield

Note 5: Iowa DOT will snow plow mainline US 63, provide painted rdwy edge line for mainline and parking. City to be responsible for future resurfacing, parking signs, and special parking markings.

Note 6: Nov 10, 2021, the City has discussed the work type. The City will want to review the estimate before moving forward per City Administrator Tomi Jo Day, City of Bloomfield, 111 W. Franklin St. Bloomfield, IA 52537 (641) 664-9641 tomijo.day@cityofbloomfield.org Utilities, Doug Dixon 641-208-6662 doug@mindsearmusic.com

Note 7: Jan. 28, 2022 City of Bloomfield, Tomi Jo Day indicated that the Council would like an estimate for intake repairs. Locations are needed. This may need a field meeting with City and DOT.

Note 8: Feb 22, 2022 City of Bloomfield, Rusty Sands is the Director of Public Works rusty.sands@cityofbloomfield.org

Note 9: Feb. 25, 2022 an estimate of \$ 8,329 was provided for resurfacing parking rt. side, and the buffer zone, left side..

Note 10: April. 27, 2022 an estimate of \$ 33,079 was provided for resurfacing parking rt. side, and the buffer zone, left side and replacing 5 intake tops.

Note 11: City concurred April. 28, 2022 an estimate of \$ 33,079 that was provided for resurfacing parking rt. side, and the buffer zone, left side and replacing 5 intake tops.

Note 12: May 24, 2022, field exam the City expressed interest in resurfacing side street intersections.

Note 13: The City expressed interest in 3 year payoff in the Agreement

Note 14: May 27, 2022 an estimate of \$ 43,762 was provided for resurfacing parking rt. side, and the buffer zone, left side and replacing 5 intake tops.

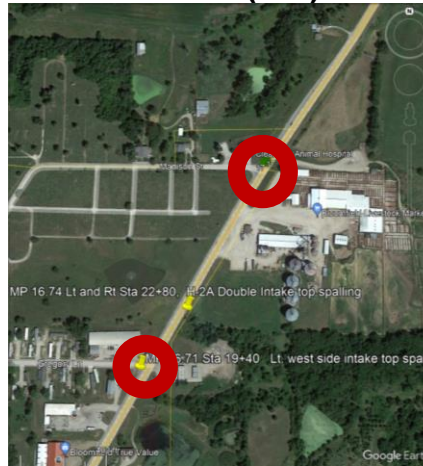
Note 15: July 14th, the City mentioned to proceed with large patch at Madison. City has a FY 22 \$ 2 million HMA project to resurface side streets. DOT measured new HMA location tie-in locations at Gregory lane Exhibit A-5 (no change) and North St Exhibit A-8, updated the Exhibits and estimate

pw://NTPwint1.dot.int.lan:PWMMain/Documents/Projects/2606303020/DistrictDesign/DOCS/Bloomfield Cost Sharing Preconst Agmt/Bloomfield/Revised estimate incl intakes/ Revised Est incl side streets/US 63 Estimate 7 18 2022 .docx

City of Bloomfield, Washington St (US 63) Intersection location Map EXHIBIT A-3
 July 18, 2022

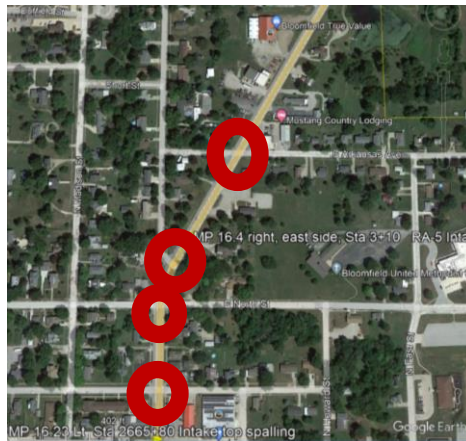
Iowa DOT 3R Project : NHSN-063-1(101)- -2R-26 PIN 20-26-063-030

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MP 17, Madison St, See Ex. A-4
 large PCC patch Lt.

MP 16.7, Gregory Lane,
 See Exhibit A-5, HMA Lt.

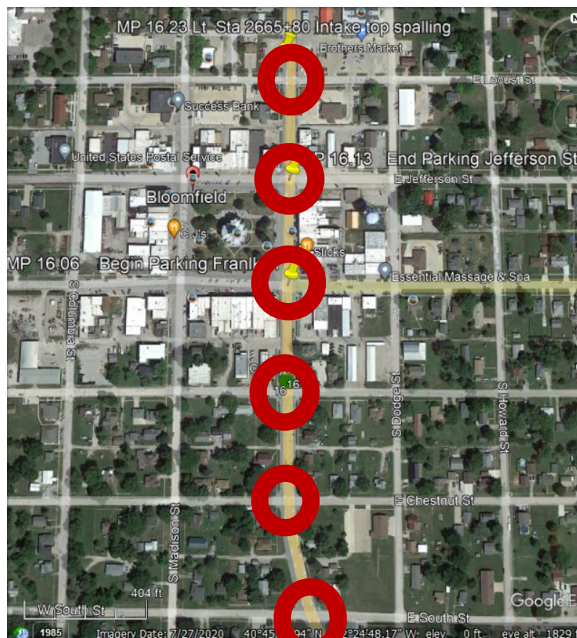


MP 16.56, Arkansas, See Exhibit A-6,
 Use as constructed (UAC)

MP 16.46, Weaver, See Exhibit A-7,
 Use as constructed (UAC)

MP 16.42, North St, See Exhibit A-8,
 HMA Rt.

MP 16.35, Poplar St, See Exhibit A-9,
 HMA Lt.



MP 16.28, Locust St, See Exhibit A-10, HMA Lt.
 and Rt. Replace existing signal detector loops

MP 16.13, Jefferson St, See Exhibit A-11
 Use as constructed (UAC)

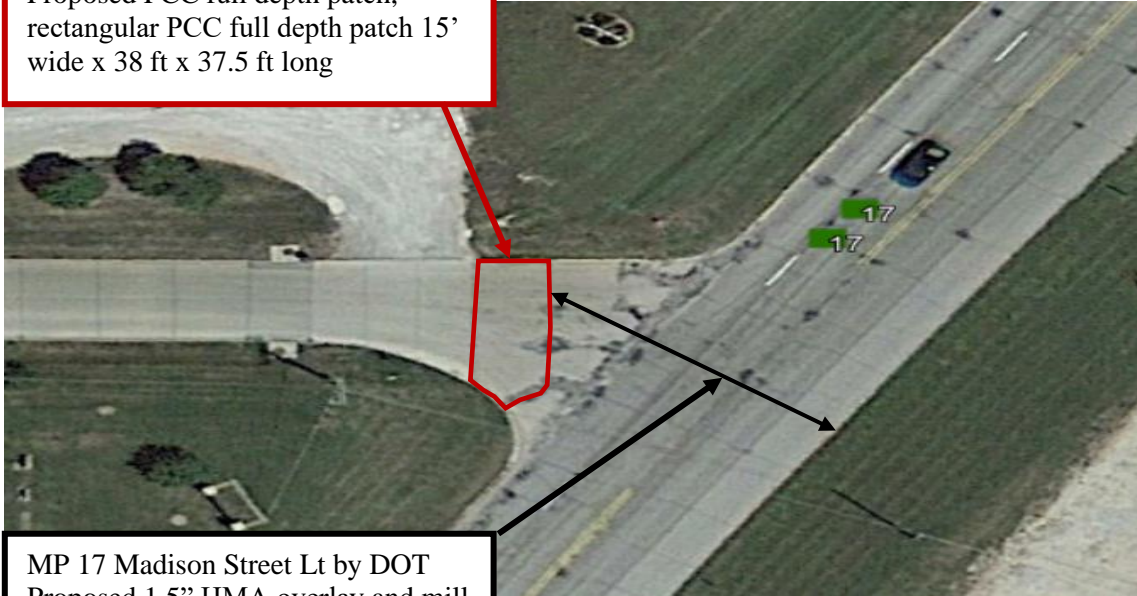
MP 16.06, Franklin St, See Exhibit A-12
 Use as constructed (UAC)

MP 15.99, Walnut St, See Exhibit A-13
 HMA Lt. and Rt.

MP 15.92, Chestnut St, See Exhibit A-14
 HMA Lt. and Rt.

MP 15.85, South St, See Exhibit A-15
 HMA Lt. and Rt.

MP 17 Madison Street Lt. by LPA
Proposed PCC full depth patch,
rectangular PCC full depth patch 15'
wide x 38 ft x 37.5 ft long

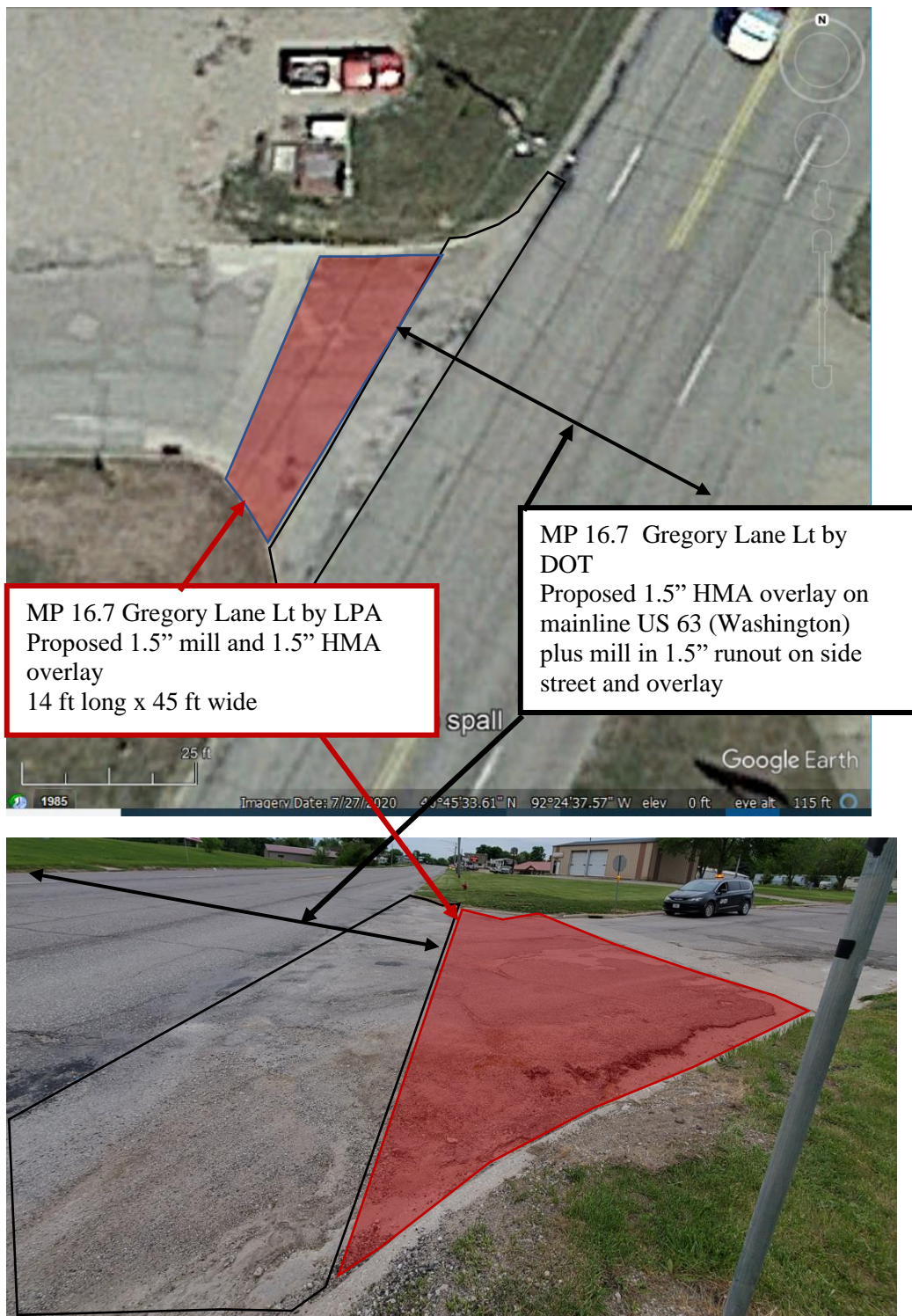


MP 17 Madison Street Lt by DOT
Proposed 1.5" HMA overlay and mill
in 1.5" runout on side street



Gregory Lane

EXHIBIT A-5



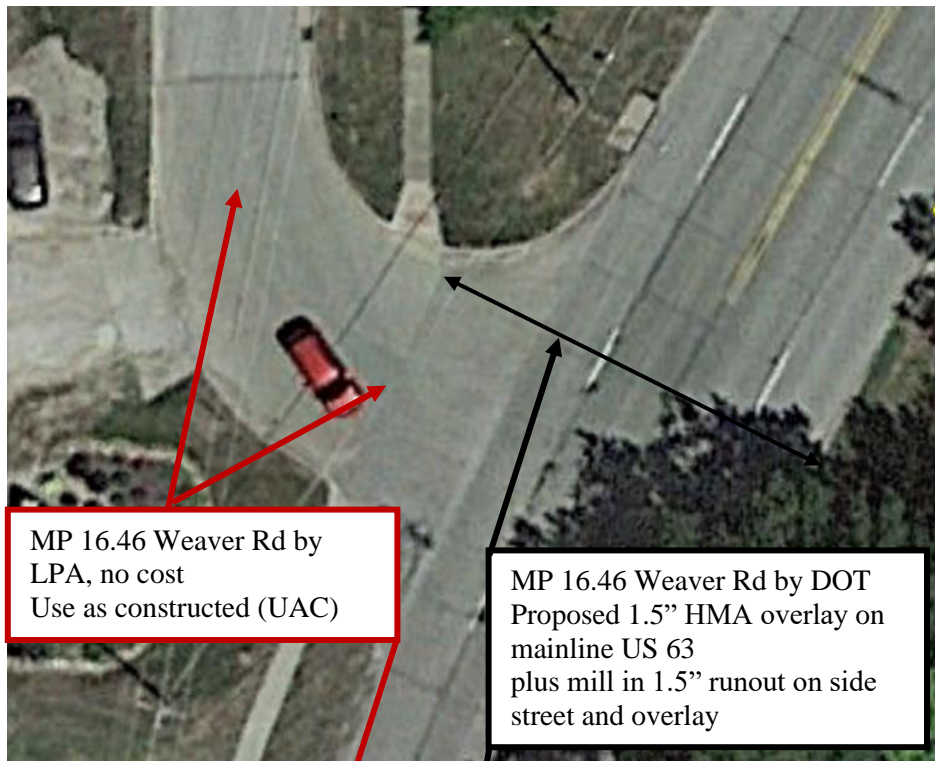
Arkansas

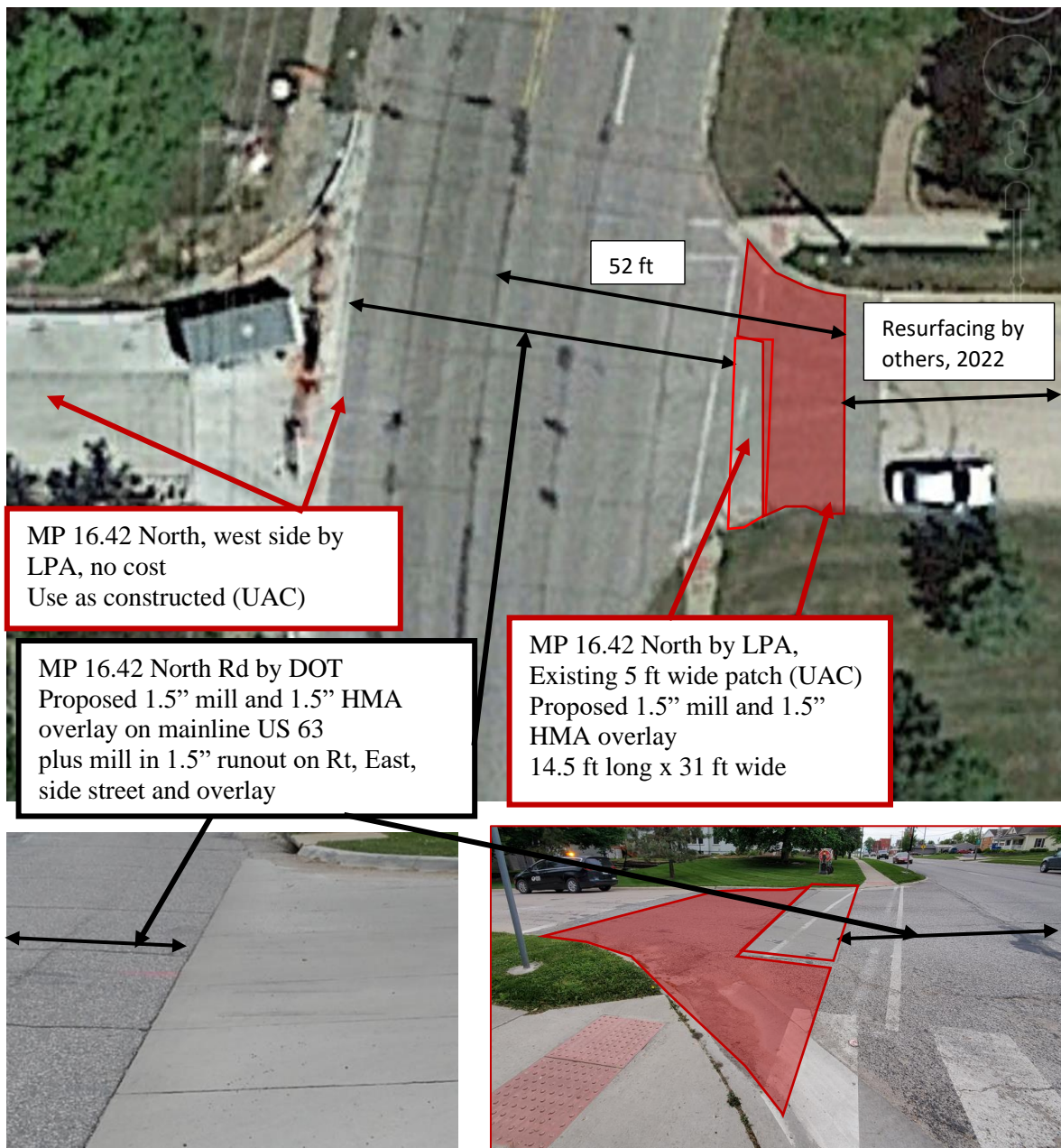
EXHIBIT A-6

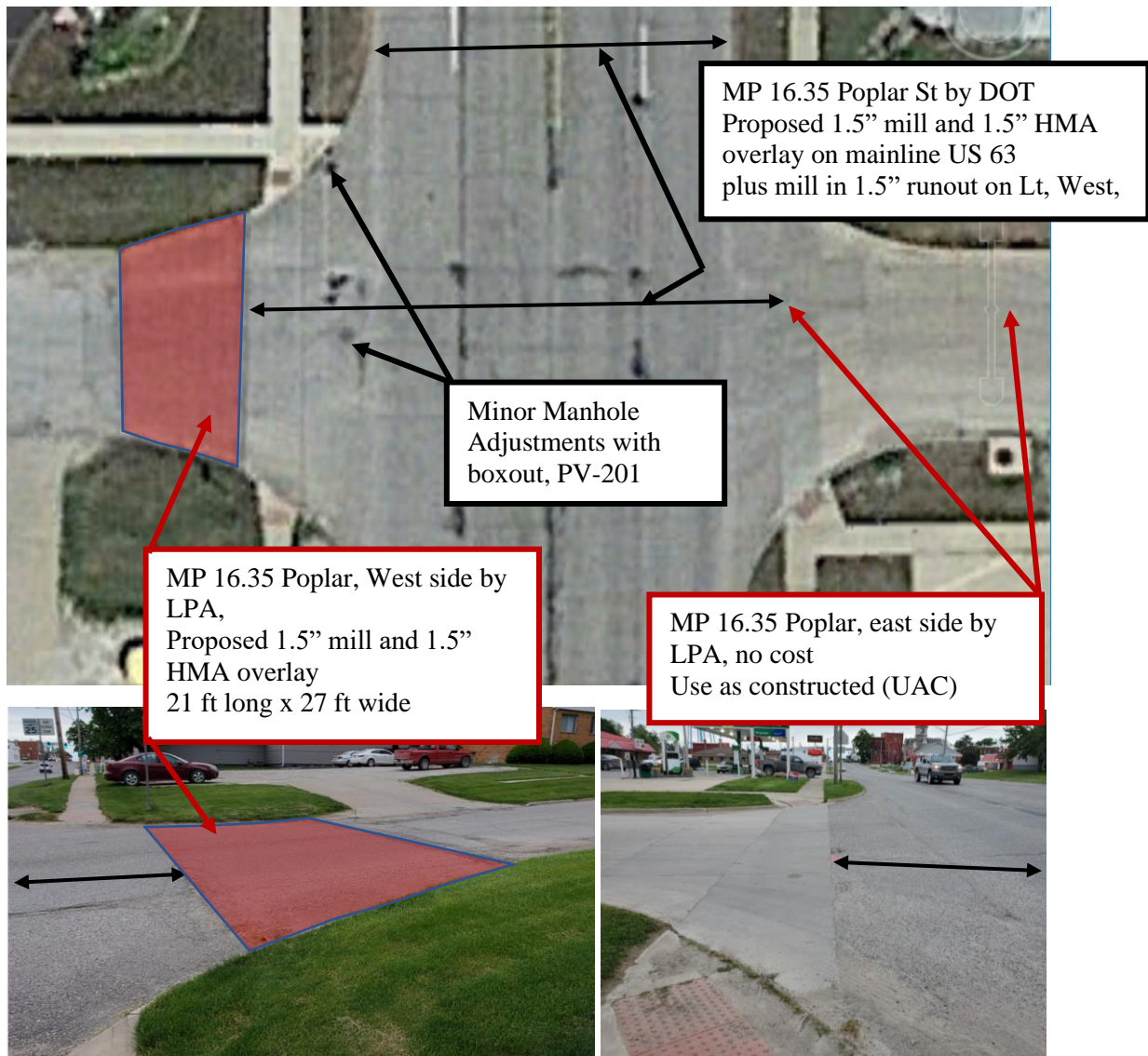


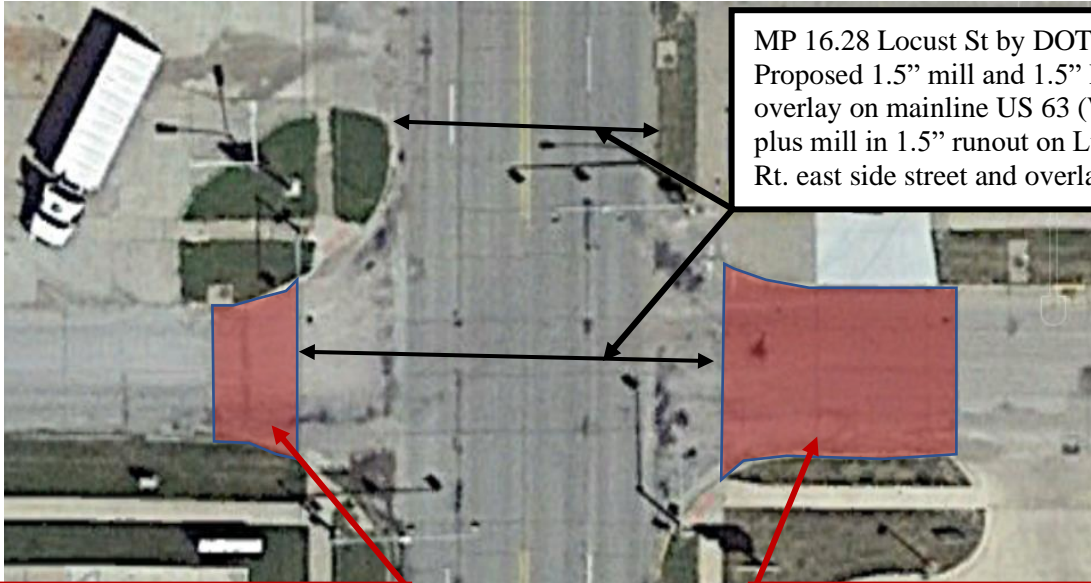
Weaver Rd

EXHIBIT A-7







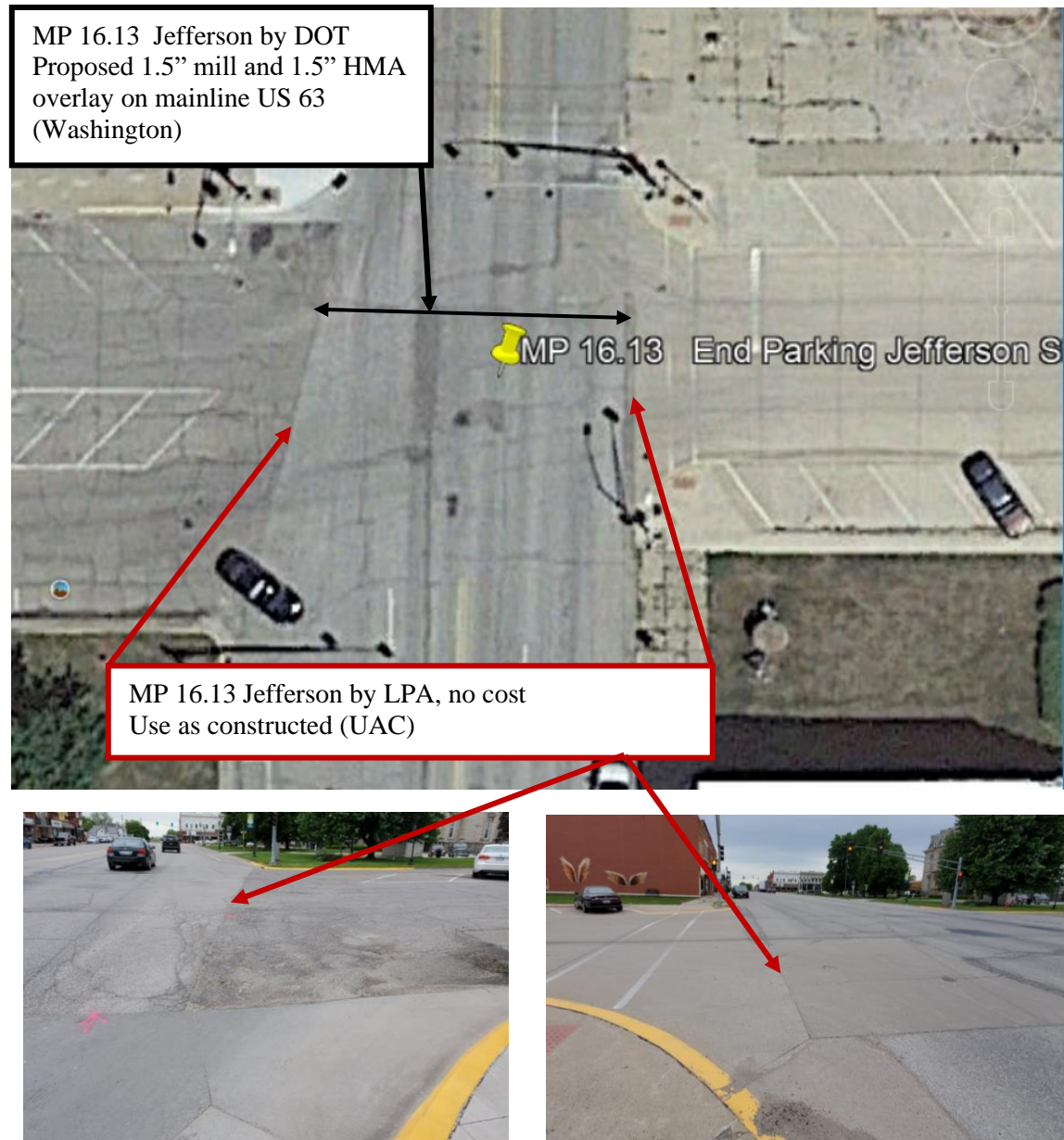


MP 16.28 Locust St by DOT
Proposed 1.5" mill and 1.5" HMA
overlay on mainline US 63 (Washington)
plus mill in 1.5" runout on Lt, West, and
Rt. east side street and overlay

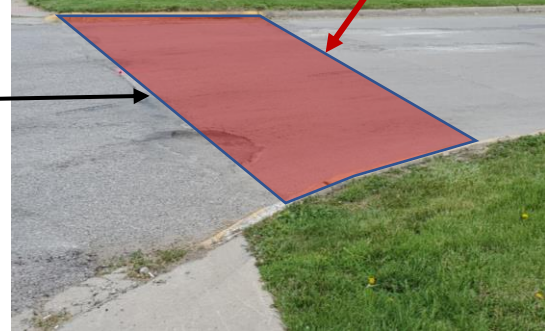
MP 16.28 Locust, West side by
LPA,
Proposed 1.5" mill and 1.5" HMA
overlay
18 ft long x 24 ft wide

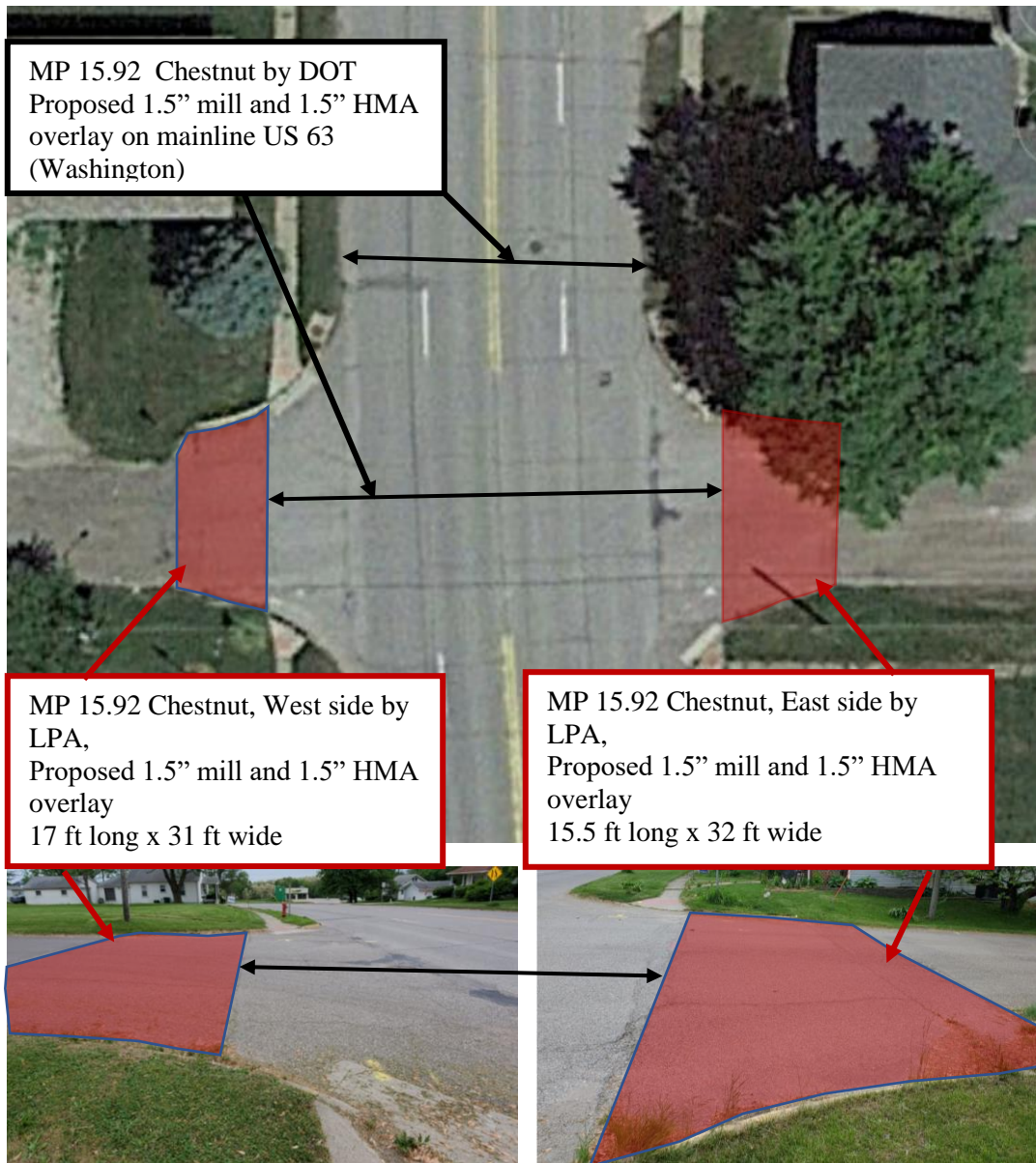
MP 16.28 Locust, East side by
LPA,
Proposed 1.5" mill and 1.5" HMA
overlay
41 ft long x 31.5 ft wide













[Exhibit A side street map 5 16 22.docx](#)

pw://NTPwint1.dot.int.lan:PWMain/Documents/Projects/2606303020/DistrictDesign/DOCS/Bloomfield
Cost Sharing Preconst Agmt/Bloomfield/Revised estimate incl intakes/ Revised Est incl side
streets/Exhibit A3 to A15 side street map 7 18 2022 .docx