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10/20/15

AGREEMENT BETWEEN WOODBURY COUNTY AND THE CITY OF  
SALIX, IOWA

This Agreement is entered into on this 2 day of September, 2015 by and between Woodbury County, Iowa, hereafter referred to as "County", and the City of Salix, Iowa, hereafter referred to as "City", pursuant to Section 331.429(2) of the Code of Iowa.

The parties to this Agreement hereby agree as follows:

1. Woodbury County is preparing plans for a project designated as STP-CO97(127)—5E-97 hereafter referred to as the "Project". This Project involves the replacement of Portland Cement Concrete Pavement on county route K-25, or Poplar Street, from the I-29 Interchange at MP 134 east to County Route K-45, or Old Highway 75, in Woodbury County, Iowa. This is a federal aid project with partial funding provided by SRTPA, the regional planning affiliation. The county is the lead agency for federal aid project development. The county is receiving \$500,000 in federal aid toward the total project costs estimated at \$790,230.
2. The County will be the administrating and contracting authority for this Project. All rights of the County under the construction contract within the corporate limits of the City shall inure to the benefit of the City as if it was also the contracting authority, except for any penalty that may be assessed the Contractor due to late performance of the contract work.
3. The office of the Woodbury County Engineer shall be responsible for all office and field engineering services in connection with Project. The Project shall be constructed in accordance with the standards of the Iowa Department of Transportation. The County shall inspect for compliance of said standards and requirements.
4. The City agrees to hold harmless the County, its governing body, and all of its officials and employees from any and all claims, demands, actions, and judgments for damages arising out of or in connection with the construction of the Project. The City further agrees to indemnify the County, its officials and employees for any resulting damages which are attributable to the City that are assessed against the County or its officials and employees, and for any resulting costs which the county or any of its officials or employees become liable to pay third parties, other than the amount due the Contractor under the construction contract.
5. The County shall be responsible for procuring all permits and approvals that are necessary to construct this project.
6. The County shall be responsible for signing within the limits of this Project and shall properly place all necessary advance warning signs.

7. At the time that construction of the Project is completed and upon written notice of completion by the County, the City shall conduct its own inspection and report any perceived problems to the Woodbury County Engineer within ten (10) days of receiving notice. The City waives any and all claims of problems to the project not provided to the County Engineer thereafter.
8. Upon final acceptance of the Project, continuing maintenance on the road within the corporate limits will be in compliance with the 2004 Chapter 28E agreement signed by the city and county.
9. The City of Salix agrees to make financial contribution to Project of 20% of the project cost of the work within the corporate limits as designated on the attached cost estimate. The estimated total cost for all work within the CITY is \$276,408, less the 80% federal aid share of \$221,126 leaving an estimated \$55,282 to be repaid to the County. The final amount due the County will be based on field measurements and actual quantities used. The City work includes all work within the area between the travelled 22 foot lanes and the curb line per the attached estimate. The City also will pay the local share of all work to bring sidewalks and pedestrian areas into ADA compliance. Said items are also included in the attached estimate.
10. The City agrees to make a payment of 1/10th of the actual cost upon completion of the Project and acceptance by the County. The remaining amount is due and payable in Ten (10) equal annual installments of remaining balance due and payable beginning January 1, 2016, and then on January 1 every year thereafter, with a final payment due January 1, 2025. There will be no interest charged by the County on the outstanding balance. The City may pay back the balance early at the City's option.
11. The terms of this agreement shall be in perpetuity or until such time as the obligations contained in this Agreement are fully complied with.
12. The County does not waive any right or remedy which may be available to recover money due under this agreement. Upon material breach of the terms of this Agreement by the City, the County may declare the entire balance to be immediately due, and after giving the City reasonable notice and opportunity to cure the breach, the County may initiate any action or procedure to protect its interests.
13. The Agreement may be amended from time to time by written agreement of both parties.



**WOODBURY COUNTY Salix/275th Street PCC PAVEMENT - REPLACE  
IDOT PROJECT #STP-CO97(127)**

**ENGINEERS OPINION OF PROBABLE COST**

ITEM NO.	ITEM CODE	ITEM	UNIT	SALIX			COUNTY			TOTAL
				TOTAL	COST/UNIT	COST	TOTAL	COST/UNIT	COST	COST
10		EXCAVATION CLASS 10 ROADWAY AND BORROW	CY	900.00	\$12.00	\$10,800.00	1,468.00	\$12.00	\$17,616.00	\$28,416.00
20		MODIFIED SUBBASE PLACE ONLY	CY	623.30	\$7.00	\$4,363.10	1,228.89	\$7.00	\$8,602.23	\$12,965.33
30		GRANULAR SHOULDERS, TYPE B	TON	0.00	\$0.00	\$0.00	550.00	\$36.00	\$19,800.00	\$19,800.00
40		RELOCATION OF MAIL BOX	EACH	3.00	\$200.00	\$600.00	6.00	\$200.00	\$1,200.00	\$1,800.00
50		CURB AND GUTTER	LF	1,213.50	\$20.00	\$24,270.00	0.00	\$0.00	\$0.00	\$24,270.00
60		S/SF PCC PAVEMENT CLASS C CLASS 3 DURABILITY, 9 INCH	SY	3,892.25	\$45.00	\$175,151.03	7,285.80	\$45.00	\$327,860.96	\$503,011.98
70		S/SF PCC PAVEMENT CLASS C CLASS 3 DURABILITY, 9 INCH/DRIVEWAY	SY	235.00	\$45.00	\$10,575.00	43.00	\$45.00	\$1,935.00	\$12,510.00
80		PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	0.00	\$0.00	\$0.00	1.00	\$4,000.00	\$4,000.00	\$4,000.00
100		RUMBLE STRIP PANEL (PCC SURFACE)	EACH	3.00	\$300.00	\$900.00	3.00	\$300.00	\$900.00	\$1,800.00
110		SIDEWALK REMOVAL	SY	197.00	\$7.00	\$1,379.00	0.00	\$0.00	\$0.00	\$1,379.00
120		SIDEWALK PCC 4' (5" ) depth	SY	145.00	\$50.00	\$7,250.00	0.00	\$0.00	\$0.00	\$7,250.00
130		REMOVAL AND CRUSHING OF PAVEMENT	SY	4,013.30	\$9.00	\$36,119.70	6,877.60	\$9.00	\$61,898.40	\$98,018.10
140		SAFETY CLOSURE	EACH	0.00	\$0.00	\$0.00	11.00	\$250.00	\$2,750.00	\$2,750.00
150		PAINTED PAVEMENT MARKINGS, HIGH BUILD WATERBORNE	STA	54.00	\$20.00	\$1,080.00	138.00	\$20.00	\$2,760.00	\$3,840.00
160		TRAFFIC CONTROL	LS	0.00	\$0.00	\$0.00	1.00	\$4,500.00	\$4,500.00	\$4,500.00
170		MOBILIZATION	LS	0.00	\$0.00	\$0.00	1.00	\$60,000.00	\$60,000.00	\$60,000.00
180	2511-7528101	DETECTABLE WARNING PANELS	SF	112	\$35.00	\$3,920.00	0.00	\$0.00	\$0.00	\$3,920.00
						<b>SALIX</b>	<b>\$276,407.83</b>	<b>TOTAL OPINION OF PROBABLE COST =</b>		<b>\$790,230.41</b>

		<b>Total</b>	<b>Federal Aid</b>	<b>Local Cost</b>
SALIX TOTAL	\$	276,407.83	\$ 221,126.26	\$ 55,281.57
WOODBURY	\$	513,822.59	\$ 278,873.74	\$ 234,948.85
<b>Total Federal aid</b>			<b>\$ 500,000.00</b>	

WOODBURY COUNTY

Mark A. Monson  
Mark A. Monson, Chairperson, Board of Supervisors

10-20-15  
Date

I hereby certify that the above and foregoing agreement was duly and legally passed by the Board of Supervisors of Woodbury County, Iowa, and properly included in the minutes of the meeting on the 20<sup>th</sup> day of October, 2015

Patrick Gill  
Patrick Gill, County Auditor

10-20-15  
Date

CITY OF SALIX  
Linda M. Cox  
Mayor, City of Salix

9/2/2015  
Date

I, Barbara Parker, certify that I am the Clerk of the CITY, and that Linda M. Cox

Who signed said Agreement for and on behalf of the CITY was authorized to execute the same by virtue of a formal Resolution passed and adopted by the CITY, on the 2 day of Sept, 2015.

Barbara Parker  
City Clerk of Salix

0018, 2015  
Date