

ROAD CONSTRUCTION AGREEMENT

Bruening Rock Products, Inc., City of Oelwein, Buchanan County, and Fayette County

This construction agreement is hereby entered into between Fayette County, Iowa, the City of Oelwein, Iowa, Buchanan County, Iowa, and Bruening Rock Products, Inc. The purpose of this agreement shall be to define the cooperation between the above parties for improving approximately 1.2 miles of 10th Street on the Buchanan / Fayette county line east of Highway 150. This agreement is in accordance with Section 6 of the existing 28E agreement dated June 28, 1982 that authorizes cooperation between Oelwein and Fayette County and the Fayette Buchanan County Line Agreement approved in November 20, 1989.

This agreement will become effective when and if all parties listed above approve the agreement. Additionally, Bruening Rock Products, Inc. approval is conditional upon zoning approval for limited expansion of their Oelwein Rock Quarry.

WHEREAS:

- (1) The Buchanan County Board of Supervisors, the Fayette County Board of Supervisors and the Oelwein City Council (*Road Owners*) desire to work together in order to save taxpayer money and provide the best possible infrastructure to our citizens on our limited budgets.
- (2) Bruening Rock Products, Inc. is proposing to strengthen and surface 10th Street and bear a substantial amount of the costs in order to provide better serviceability to their quarry trucks, lower the fugitive dust, and improve the road conditions for residents living along the road.
- (3) Bruening Rock Products, Inc. agrees to provide the following:
 - a. 1 foot of Macadam Base (approximately 11,000 tons), 6 inches of $\frac{3}{4}$ to 1 inch Road Stone (approximately 5,500 tons) plus additional stone to complete the radiuses at Hwy 150. Bruening Rock will deliver, place, and water and compact the stone in accordance with the best practices for construction. This work will be done as soon as possible in Construction Year 2020. Bruening Rock will provide all Labor, Equipment, and Material to place the rock for a cost to the Road Owners of \$6.00 per ton.
 - b. 6 inches of HMA in the areas where trucks will be stopping, starting, and turning. Specifically, the radiuses at Hwy 150 extending 350 ft from the edge of Hwy 150 and 350 ft at the east end of the project where Bruening Rock trucks enter and exit the quarry. Bruening Rock is to complete the HMA during Construction Year 2020. The Road Owners will reimburse Bruening Rock for 50% of the cost of the HMA. The total reimbursable cost of HMA is not to exceed half of the \$41,000 HMA cost (based on \$500/ton for binder & \$36.68/ton for mix).
 - c. HMA will be produced & placed according to DOT specification 2303. Binder for the HMA shall be PG58-28S or approved equal. Asphalt design will need to be approved before placement.
 - d. All limestone chips necessary for a double sealcoat or all rock necessary for a double Otta Seal. Chips / Rock will be donated by Bruening Rock free of charge to the Road Owners. The double sealcoat / Otta Seal will be contracted by Fayette County and will be placed in Construction Year 2021.

- (4) Bruening Rock Products, Inc., heirs, successors and assigns agree to donate the limestone chips or Otta Seal rock for one additional, double sealcoat or rock for one additional double Otta Seal in the future necessary to maintain the surface per the conditions set forth in this agreement.
- (5) The Road Owners agree to split all costs not covered by Bruening Rock in proportion to their road ownership / jurisdiction. These proportions are agreed as follows: 10% the City of Oelwein, 40% the County of Fayette, and 50% the County of Buchanan.
- (6) The County of Fayette will pay all initial costs due to Bruening Rock, will complete all tile and ditch cleanout work and contract for the double sealcoat. Buchanan County and the City of Oelwein will reimburse Fayette County in a reasonable amount of time for costs expended.
- (7) Repayment by the City of Oelwein and by Buchanan County to Fayette County shall be completed within 5 calendar years. The County will not charge interest to the City of Oelwein or Buchanan County during this time. They shall repay a minimum of 1/5 of the total cost annually.
- (8) In order to have clear lines of contracting authority and ensure the construction proceeds expeditiously, the City of Oelwein and Buchanan County authorize Fayette County to act as its Agent with respect to the construction project within their jurisdictional limits. This includes, but is not limited to signing letting and contract documents, approving contract modifications, overseeing construction, and administering the contract. The County will exercise all due care and administer all portions of the project within the City Limits and Buchanan County as their own. The County will keep the Road Owners informed of all substantial issues with respect to construction and costs.
- (9) If the seal coats or Otta Seals fail to hold up and maintenance costs become too high, the Road Owners have the right to return the road to its prior rock road surface condition.

Buchanan County, Iowa
Board of Supervisors

City of Oelwein, Iowa
City Council

(Chairman) (Date)

(Mayor) (Date)

(Attest) (Date)

(City Clerk) (Date)

Fayette County, Iowa
Board of Supervisors

Bruening Rock Products, Inc.
Principal Owner

(Chairman) (Date)

(Signature) (Date)

(Attest) (Date)

(Title)