



**ROADWAY MAINTENANCE AGREEMENT**

INSTITUTION Iowa State University  
AGENCY \_\_\_\_\_  
COUNTY Story  
CITY Nevada

This written agreement made and entered into by and between Story County Board of Supervisors, Party of the First Part, and the Iowa Department of Transportation, Party of the Second Part. The parties hereby desire to enter into this roadway maintenance agreement for the portion of Fiscal Year 2023 that the Department of Human Services owns the following roadway:

Institutional roads at Iowa State University (see attached list of roadways)

**1. ROUTINE MAINTENANCE**

A. Party of the First Part will perform the following routine maintenance:

Winter maintenance such as snow and ice control; Roadside maintenance such as mowing, herbicide application, and maintaining clear channels through and adjoining drainage structures; Pavement maintenance such as patching, joint/crack filling, spot HMA overlays, transverse joint leveling, strip sealing, and edge sealing; Granular surface maintenance of shoulders and roadways such as application and shaping of granular material; Safety appurtenance maintenance such as repair of guardrail and safety grates; Traffic control device maintenance such as replacment of signs and pavement markings;

B. Party of the First Part will perform the above described routine maintenance in compliance with the Iowa Department of Transportation’s standard maintenance policies and procedures which include, but are not limited to, the Department’s standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:

Approved DOT policies, design guidance, and adopted national manuals (i.e. - MUTCD).

C. Party of the Second Part will perform the following routine maintenance:

None

**2. SPECIAL MAINTENANCE**

A. Party of the First Part will perform the following special maintenance:

Not applicable

B. Party of the First Part will perform the above described special maintenance in compliance with the Iowa Department of Transportation’s standard maintenance policies and procedures which include, but are not limited to, the Department’s standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:

Not applicable

C. Party of the Second Part will perform the following special maintenance:

Not applicable

**3. PAYMENT**

A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved

May 24, 2023

Darren Moon, P.E.  
Story County Engineer  
837 N Avenue  
Nevada, IA 50201-1411

Subject: Fiscal Year 2024 Roadway Maintenance Agreement with Story County Board of Supervisors for Roads within Iowa State University

Dear Darren,

Enclosed is a copy of the proposed Fiscal Year 2024 Roadway Maintenance Agreement for routine maintenance on institutional roads within Iowa State University.

This agreement will be effective for the period beginning 7/1/2023 and ending 6/30/2024.

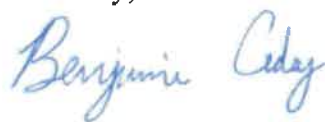
The terms of the agreement are the same as last year.

If you accept the proposed agreement, please sign and return a scanned copy *be email* or an original copy by *mail*. A scanned copy will be emailed for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Roadway Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-239-1194 or [benjamin.adey@iowadot.us](mailto:benjamin.adey@iowadot.us).

Sincerely,



Benjamin Adey  
District 1 Staff Engineer - North Area

Enclosure

cc: Allison Smyth, IA DOT District 1  
Bob Ellis, IA DOT District 1  
Cheryl Parrish, IA DOT District 1  
Tony Gustafson, IA DOT District 1

by both Parties to review, adjust, or terminate this Agreement at any time, provided however that written notice be given either Party at least thirty days prior to such review, adjustment, or termination. The payment will be prorated for the portion of the year that the Department of Human Services maintains the roadway.

- B. Payment for routine maintenance at the rate of \$ 2,000.00 per lane mile per year.  
Total lane miles 2.50 at \$ 2,000.00 per lane mile = \$ 5,000.00
- C. Payment for special maintenance shall be made as follows:

**4. AGREEMENT TIME PERIOD**

Beginning Date: 7/1/2023

Ending Date: 6/30/2024

- 5. Party of the First Part agrees to indemnify and save harmless the Party of the Second Part, the State of Iowa, and its agents or employees from any and all causes of action, suits, at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature (including reasonable attorney fees), arising out of or in connection with the execution, performance, or attempted performance of this Agreement and work provided herein.
- 6. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment 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.
- 7. Party of the First Part will follow all federal and state laws and regulations with regard to worker safety and the handling and disposal of hazardous waste and/or substances in performing any maintenance task.
- 8. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum or amendment to this Agreement.

**RECOMMENDED FOR APPROVAL:**

Story County Board of Supervisors  
(AGENCY) (COUNTY) (CITY) (BOARD)

BY \_\_\_\_\_ (DATE) \_\_\_\_\_

TITLE \_\_\_\_\_

**IOWA DEPARTMENT OF TRANSPORTATION**

BY District Engineer \_\_\_\_\_ (DATE) \_\_\_\_\_

Recommended for approval by:

Darren R. Moon 5-26-23  
Darren R. Moon, P.E. Date

Institutional Roads maintained by Story County for Iowa State University

#070 – in Sec 17 & 20 – T83N – R24W (2 lane gravel road) 0.25 miles of 2 lane = 0.50 miles

#071 – in Sec 20 & 21 – T83N – R25W (2 lane gravel road) 1.00 miles of 2 lane = 2.00 miles

1.25 miles x 2 lane = 2.50

Total                      2.50 miles