

**RESOLUTION 2025-25**

**RESOLUTION APPROVING THE 2<sup>ND</sup> ADDENDUM TO AGREEMENT U-2023-21139  
WITH THE IOWA DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the City and the Iowa Department of Transportation (the “DOT”) previously entered into Agreement No. U-2023-21139, which required the City to relocate existing sewer and water mains in anticipation of the Interstate 80 widening project (the “Agreement”); and

**WHEREAS**, the Agreement required the DOT to reimburse the City for said relocations, the initial cost being estimated at \$452,300; and

**WHEREAS**, subsequent to the execution of the Agreement, the City and DOT executed the 1<sup>st</sup> Addendum to the Agreement which increased the costs of reimbursement an additional \$241,981.14 from the original estimates; and

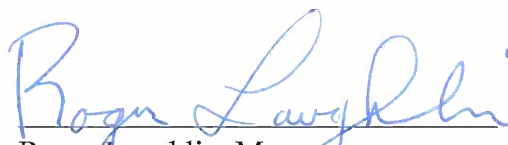
**WHEREAS**, the bids have been received and the relocations have been completed; and

**WHEREAS**, the DOT has submitted a 2<sup>nd</sup> Addendum to the Agreement adding an additional \$371,120.38 to the final costs, bringing the total costs of the relocation to \$1,038,670.01; and

**WHEREAS**, in order to obtain the final reimbursement from the DOT, the City Council is required to approve this 2<sup>nd</sup> Addendum of Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned 2<sup>nd</sup> Addendum to Agreement is hereby approved. Further, the Mayor is hereby directed to execute said Agreement on behalf of the City.

Passed and approved this 3<sup>rd</sup> day of March, 2025.

  
\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

  
\_\_\_\_\_  
Leslie Brick, City Clerk



**ADDENDUM TO AGREEMENT**

Last updated 2/6/2024

**2<sup>nd</sup> ADDENDUM TO AGREEMENT**

No. U-2023-21139

**Addendum No. U-2023-21139B**

IT IS AGREED, by and between the State of Iowa, Iowa Department of Transportation, Project Delivery Division (hereafter DOT), and **City of West Branch**, a corporation, with offices in West Branch, Iowa, (hereafter Company) as follows:

1. The DOT shall proceed with proposed reconstruction on I-80 approximately 1.5 miles east of Iowa 1 to 0.5 mile east of County Road X30 in accord with its plans and specifications, which the DOT has designated as Project **IMN-080-7(126)254--0E-16 (ROW) IM-NHS-080-7(114)248--03-52 (CONST)**. The plans and specifications are made a part of this agreement.
2. The DOT and the Company previously entered into a utility relocation reimbursement agreement signed by the DOT on May 3, 2019 in the amount of \$452,300 (100% DOT share), for the relocation of a 10" sanitary sewer force main, a 16" sanitary force main, and a 12" potable water line owned and operated by the Company located on its own easements upon privately owned land affected by the project; and 1<sup>st</sup> addendum U-2019-21139A signed by the DOT on February 11, 2022, for additional relocation work in the amount of \$241,981.14 increasing the cost for the relocation work to a revised total of \$694,281.14 (100% DOT share).
3. The agreement in effect between the Company and the DOT, for the performances of certain work on the above project shall be changed in the following particulars. The acceptance of this 2<sup>nd</sup> addendum by the Company and its approval by the DOT shall constitute a mutual agreement as a part of the original agreement binding upon both parties in the same manner as though the essence of the 2<sup>nd</sup> addendum had originally been in the agreement.
4. **Subsequent to the execution of the aforementioned agreement U-2019-21139 and 1<sup>st</sup> addendum U-2019-21139A the bids for the relocation work were received and the work was completed. The actual costs incurred increased from and previous estimates. The relocation is now complete and the total actual costs are now known. The final costs have been invoiced in the amount of \$371,120.38 increasing the entire relocation cost to a total of \$1,038,670.01 as shown in Exhibit A attached hereto and by this reference made a part hereof.**
5. **The revised total amount for the agreement work is hereby amended to \$1,038,670.01.**
6. All other clauses of the original agreement shall remain in full effect. If any clause in this addendum is declared invalid, it shall not void the entire agreement.
7. This addendum may be executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original.

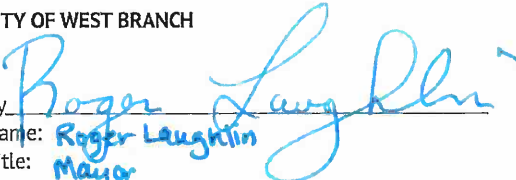
# IOWA | DOT

## ADDENDUM TO AGREEMENT


Last updated 2/6/2024

IN WITNESS WHEREOF the Parties hereto have caused this addendum to be executed by their duly authorized officers on the dates below indicated.

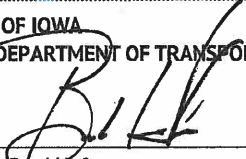
### CITY OF WEST BRANCH

By  Date 3-3-25  
Name: Roger Laughlin  
Title: Mayor

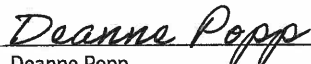
### ATTEST:

By  Date 3-3-25  
Name: Leslie Brick  
Title: City Clerk

### STATE OF IOWA IOWA DEPARTMENT OF TRANSPORTATION

By  Date 3/5/2025  
Name: Brad Hofer  
Title: Right of Way Bureau Director

### ATTEST:

By  Date/Staff Action 3/5/2025 | S-117-2025-03-04  
Name: Deanne Popp  
Title: Utility Program Administrator

# City of West Branch

# INVOICE

**City of West Branch - Capital Projects Reimbursement**

PO Box 218  
 110 North Poplar Street  
 West Branch, IA 52358  
 Phone 319.643.5888 Fax 319.643.2305

**DATE:** 02/14/25  
**INVOICE #** 8889FY25  
**FOR:** I80 Water Main  
 Relocation  
**INVOICE DUE:** **3/16/2025**

**Bill To:**

Iowa Department of Transportation  
 Attn: Deanne Popp  
 800 Lincoln Way  
 Ames, IA 50010  
[deanne.popp@iowadot.us](mailto:deanne.popp@iowadot.us)

Agreement U-2019-21139  
 Addendum U-2020-21139A  
 Contract 21139

DESCRIPTION	AMOUNT
<b>I-80 Water Main Relocation (East) - DOT Reimbursement</b>	
Engineering Fees	\$ 35,170.67
Central Excavating Pay Estimate 2 Payment	\$ 335,907.71
Retainage Previously Held for East Side	3,349.42
<b>I-80 Water Main Relocation (West) - DOT Reimbursement</b>	
Cedar County Recorder - Easement Recording Fee	42.00
Retainage Previously Held for West Side	24,198.11
<b>TOTAL</b>	<b>\$ 398,667.91</b>

Make all checks payable to: **City of West Branch**

If you have any questions concerning this invoice, contact Finance Officer, Heidi Van Auken, at 319.643.5888 or email: [heidi@westbranchiowa.org](mailto:heidi@westbranchiowa.org).

**\$398,667.91**  
 (retainage held) - \$3,349.42  
(retainage held) - \$24,198.11  
**Addendum #2 Amount / Total balance due less previous retainage \$371,120.38**

EXHIBIT A-2

Johnson County  
 IMN-080-7(118\_126)--0E-52-16 (ROW)  
 IM-NHW-080-7(114)248--03-52 (CONST)  
 FEDERAL ID \*

DEANNE POPP  
 IDOT-UTILITY PROGRAMADMINISTRATOR  
 800 LINCOLN WAY  
 AMES IA 50010

Original agreement (east side) \$452,300.00  
 Addendum (west side) \$241,981.14 U-2019-21139A  
 1st amended amount \$694,281.14

RE:  
 City of West Branch  
 AGREEMENT # U-2019-21139  
 AGREEMENT DATED 05/05/2019  
 CONTRACT NO. 21139

Original agreement (east side) \$452,300.00  
 Addendum (west side) \$241,981.14  
 Addendum2 (final costs) \$371,120.38 U-2019-21139B  
 2nd amended amount \$1,038,670.01

PAYMENT#	DATE	VOUCHER#	AMOUNT	Retainage 10.00%	Amount Paid 90%
- Eastside project					
1 PART 1 Consultant Coord Services	3/18/2020	674188 - Eastside project	\$5,758.20	\$575.82	\$5,182.38
1 PART 2 Consultant Design Services	3/18/2020	674190 - Eastside project	\$20,880.00	\$2,088.00	\$18,792.00
2 PART 1 Consultant Coord Services	5/22/2020	715837 - Eastside project	\$1,636.00	\$163.60	\$1,472.40
2 PART 2 Consultant Design Services	5/22/2020	715839 - Eastside project	\$5,220.00	\$522.00	\$4,698.00
Pay Estimate, Central Excavating, Inc.	7/20/2023	SI-00266967 - Eastside proj	\$392,074.29	\$0.00	\$392,074.29
			\$425,568.49	\$3,349.52	\$422,219.07
- Westside project 1st addendum					
3 Engineering, Construction & ROW Costs	3/11/2022	SI-00093369	\$241,981.14	\$24,198.11	\$217,783.03
				\$0.00	\$0.00
TOTALS			\$241,981.14	\$24,198.11	\$217,783.03
- Final costs 2nd addendum					
Final invoice w/Pay Estimate #2			\$371,120.38	\$0.00	\$371,120.38
Description				\$0.00	\$0.00
TOTALS			\$371,120.38	\$0.00	\$371,120.38
			\$1,038,670.01	\$27,547.63	\$1,011,122.48

TOTAL CLAIM \$1,038,670.01  
 LESS AUDIT EXCEPTION \$0.00  
 LESS PAYMENTS MADE \$640,002.10  
 BALANCE DUE \$398,667.91 TOTAL DUE w/RETAINAGE