

RESOLUTION 1708

A RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF WEST BRANCH AND THE WEST BRANCH COMMUNITY SCHOOL DISTRICT.

THIS AGREEMENT entered into by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358 (hereafter referred to as the “City”); and the West Branch Community School District, 148 N. Oliphant Street, West Branch, Iowa 52358 (hereafter referred to as “School”).

WHEREAS, the City Council of the City of West Branch and Board of Directors of the West Branch Community School District have both heretofore deemed it necessary and desirable to construct improvements along Poplar Street that borders both School and City properties (the “Project”); and

WHEREAS, the School has agreed to construct the improvements; and

WHEREAS, the City has agreed to reimburse the School for the portion of the Project that is adjacent to the Public Library; and

WHEREAS, it is now necessary for the City and School to enter into a 28E Agreement to outline the obligations and responsibilities of each party as it pertains to the construction of the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE.** The purpose of this 28E Agreement is to set forth the duties and obligations of the City and School in connection with the construction of the Project.
2. **CONSIDERATION.** It is hereby expressly acknowledged by both the City and School that construction of the Project by the School and the payment in part by the City in accordance with the terms and conditions set forth in this Agreement constitutes mutual and sufficient consideration to enter into this Agreement.
3. **SEPARATE ENTITY.** Further, it is hereby noted that no separate legal entity shall be created by this Agreement and the West Branch City Council and Board of Directors of the West Branch Community School District.
4. **DUTIES AND RESPONSIBILITIES OF THE PARTIES.**
 - A. The School shall design and construct the Project in accordance with the plans mutually approved by both the City and School.
 - B. The School shall pay for the entirety of the Project costs in accordance with state law.
5. **PAYMENT OF COSTS.** On the later of July 1, 2019 or final acceptance of the Project by the School, City shall pay the School for its share of the Project, which shall not exceed \$54,202.05 (including contingency) upon invoice by the School. In the event that the City’s share of the Project costs is less than \$54,202.05, the City’s share should be reduced to the actual costs incurred.
6. **TERM AND TERMINATION OF THIS AGREEMENT.** This Agreement shall remain in full force and effect from the approval and execution of the Agreement by the School and the City, until the completion of the Project and payment by the City. After payment has been made by the City as contemplated in Paragraph 5 above, this Agreement will terminate.

7. **NOTICES.** All notices given under this Agreement shall be in writing and shall be deemed delivered on the date of placing the notice in the U.S. Mail, postage prepaid, to the following address:

For the School:

West Branch Community Schools
148 N. Oliphant Street
West Branch, Iowa 52358
ATTN: Superintendent

For the City:

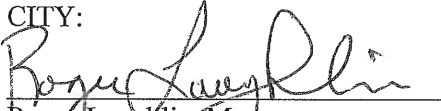
City of West Branch
110 N. Poplar Street
West Branch, Iowa 52358
ATTN: City Administrator

8. **INDEMNITIES.** Each party to this Agreement expressly agrees to save and hold the other party, its employees and agents, harmless from any and all claims filed against both or either party arising from the performance of the duties and obligations under this Agreement.

9. **FILING.** The Board Secretary of the School shall file this Agreement with the Iowa Secretary of State's office as required by Section 28E.8 of the Code of Iowa.

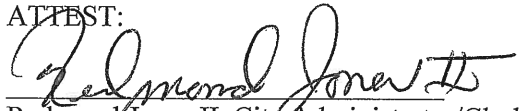
Executed and approved this 7 day of MAY, 2018.

CITY:



Roger Laughlin, Mayor

ATTEST:



Redmond Jones II, City Administrator/Clerk

Executed and approved this _____ day of _____, 2018.

SCHOOL:

Julie Sexton, Board President

ATTEST:

Angie Klinkhammer, Board Secretary

West Branch Community School District
Poplar Street Improvements
Opinion of Probable Construction Costs
Quantities - Revised 05/03/2018

ITEM NO.	ITEM CODE	ITEM	UNIT	UNIT PRICE	DIVISION 1	DIVISION 2	TOTAL PRICE
					WEST BRANCH CSD	WEST BRANCH LIBRARY	
1	2010-108-C-0	CLEARING AND GRUBBING	LS	\$ 1,500.00	0.70	0.30	\$ 1,500.00
2	2010-108-E-0	EXCAVATION, CLASS 10	CY	\$ 15.00	203.00	87.00	\$ 4,350.00
3	2010-108-F-0	GRANULAR SURFACING, 6"	SY	\$ 20.00	222.00	0.00	\$ 4,440.00
4	2010-108-G-0	SUBGRADE PREPARATION	SY	\$ 2.00	1975.00	611.00	\$ 5,172.00
5	2010-108-I-0	MODIFIED SUBBASE, 6"	SY	\$ 7.50	1753.00	611.00	\$ 17,730.00
6	2010-108-L-0	COMPACTION TESTING	LS	\$ 850.00	0.70	0.30	\$ 850.00
7	3010-108-F-0	TRENCH COMPACTION TESTING	LS	\$ 500.00	1.00	0.00	\$ 500.00
8	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 15"	LF	\$ 55.00	84.00	0.00	\$ 4,620.00
9	6010-108-A-0	MANHOLE, SW-401, 48"	EA	\$ 3,750.00	1.00	0.00	\$ 3,750.00
10	6010-108-B-0	INTAKE, SW-509	EA	\$ 8,500.00	1.00	0.00	\$ 8,500.00
11	7010-108-E-0	CURB AND GUTTER, 2.0' WIDTH, 8" THICKNESS	LF	\$ 40.00	547.00	210.00	\$ 30,280.00
12	7020-108-A-0	PAVEMENT, HMA, (ST) BASE, 3/4", PG 58-28S	TON	\$ 55.00	336.00	120.00	\$ 25,080.00
13	7020-108-A-0	PAVEMENT, HMA, (ST) INTERMEDIATE, 1/2", PG 58-28S	TON	\$ 50.00	165.00	63.00	\$ 11,400.00
14	7020-108-A-0	PAVEMENT, HMA, (ST) SURFACE, 1/2", PG 58-28H	TON	\$ 55.00	165.00	63.00	\$ 12,540.00
15	7030-108-A-0	REMOVAL OF SIDEWALK	SY	\$ 12.00	0.00	127.00	\$ 1,524.00
16	7030-108-E-0	SIDEWALK, PCC, 4"	SY	\$ 52.00	108.00	144.00	\$ 13,104.00
17	7030-108-H-1	DRIVEWAY, PAVED, PCC, 6"	SY	\$ 65.00	25.00	0.00	\$ 1,625.00
18	7040-108-H-0	PAVEMENT REMOVAL	SY	\$ 8.00	1109.00	475.00	\$ 12,672.00
19	8020-108-C-0	PAINTED PAVEMENT MARKINGS AND SYMBOLS, DURABLE	LS	\$ 750.00	0.50	0.50	\$ 750.00
20	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	\$ 2,000.00	0.70	0.30	\$ 2,000.00
21	8040-108-B-0	STEEL 2" X 2" PERFORATED 14-GAUGE SQUARE TUBING POST	LF	\$ 12.00	36.00	36.00	\$ 864.00
22	8040-108-C-0	REMOVAL OF TRAFFIC SIGN	EA	\$ 50.00	4.00	4.00	\$ 400.00
23	9010-108-B-0	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - URBAN MIX	LS	\$ 1,500.00	0.70	0.30	\$ 1,500.00
24	9040-108-D-1	COMPOST FILTER SOCK, 12"	LF	\$ 4.50	0.00	295.00	\$ 1,327.50
25	9040-108-D-2	COMPOST FILTER SOCK REMOVAL	LF	\$ 1.00	0.00	295.00	\$ 295.00
26	9040-108-N-1	SILT FENCE	LF	\$ 2.00	475.00	0.00	\$ 950.00
27	9040-108-N-3	SILT FENCE, REMOVAL OF DEVICE	LF	\$ 1.00	475.00	0.00	\$ 475.00
28	9040-108-T-1	INLET PROTECTION DEVICE, FILTER BAG	EA	\$ 150.00	1.00	0.00	\$ 150.00
29	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EA	\$ 50.00	1.00	0.00	\$ 50.00
30	11,010-108-A	CONSTRUCTION SURVEY	LS	\$ 6,500.00	0.70	0.30	\$ 6,500.00
31	11,020-108-A	MOBILIZATION	LS	\$ 10,000.00	0.70	0.30	\$ 10,000.00
32	11,050-108-A-0	CONCRETE WASHOUT	LS	\$ 2,500.00	0.70	0.30	\$ 2,500.00
CONSTRUCTION SUBTOTAL					\$ 135,777.50	\$ 51,621.00	\$ 188,000.00
CONTINGENCY (5%)					\$ 6,788.88	\$ 2,581.05	\$ 9,400.00
TOTAL					\$ 142,566.38	\$ 54,202.05	\$ 197,400.00

*The Architect/Engineer, as a design professional familiar with the construction industry, has prepared this opinion of the Probable Cost of Construction. It is recognized, however, that neither the Architect/Engineer nor the Owner has control over the cost of labor, materials, or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, the Architect/Engineer cannot and does not warrant or represent which bids or negotiated prices will not vary from the Probable Cost of Construction.