DEL. CO. AUDITOR

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302, (319)892-6400
Return To: Linn County Auditor, 930 1st Street SE, Cedar Rapids, IA 52404, (319)892-5300

28E COUNTY PROJECT AGREEMENT

This agreement entered into this 5th day of April, 2010, by and between Linn County, Iowa, and Delaware County, Iowa.

WHEREAS, both Linn County and Delaware County are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed, that the Linn County plan, design and let for bidding a construction project to repair and overlay with Portland Concrete Cement (PCC) the existing pavement, shoulder and apply pavement markings on shared portions of Robinson Road at the intersection of Linn-Delaware Road, and

WHEREAS, the Linn County Board of Supervisors and the Delaware County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED that Linn County and Delaware County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway construction project and, said cooperative actions include the following:

1) SCOPE OF WORK – Linn County will design, let and construct improvements to Robinson Road through the intersection with Linn-Delaware Road per plans and specifications produced by the Linn County Engineer. Work is to include concrete overlay, Hot Mix Asphalt (HMA) taper at intersection, stone shoulder, pavement marking, staking, inspection, and other items to complete the project.

2) DURATION - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the project and settlement of the financial conditions of this agreement.

3) PURPOSE - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.

4) ADMINISTRATION – Linn County shall be responsible for the administration of this project.

5) The Counties agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against either County or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.

6) The Counties agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by either County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.

7) FINANCING – Linn County shall initially finance the cost of the project. Delaware County shall reimburse Linn County for the actual cost of construction based on proposed plans (Attachment B) and attached project estimate (Attachment A) for the portion of the project within their jurisdiction.

8) TERMINATION: -
   a) This Agreement shall be considered binding upon both Counties and shall not be terminated until provisions of paragraph 8b are met after actual work has begun on the project.
   b) This agreement will be terminated upon final acceptance of the work by Delaware County and final settlement of the financial conditions set forth in paragraph 7 thereof.

Executed in triplicate each of which shall constitute as original on this 5th day of April, 2010. 4/14/10

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Linda Langston

James M. Houser

Ben Rogers

Brent Oleson

Lu Barron

ATTEST:

Joel Miller by Rebecca Sloop Deputy
LINN COUNTY AUDITOR
Joel Miller

BOARD OF SUPERVISORS
DELAWARE COUNTY, IOWA

Jeffery Madlom

Jerry Ries

Shirley E. Helmrichs

ATTEST:

DELAWARE COUNTY AUDITOR
Carla K. Becker

DELAWARE COUNTY IOWA OFFICIAL SEAL

LINN COUNTY SECONDARY ROAD DEPARTMENT

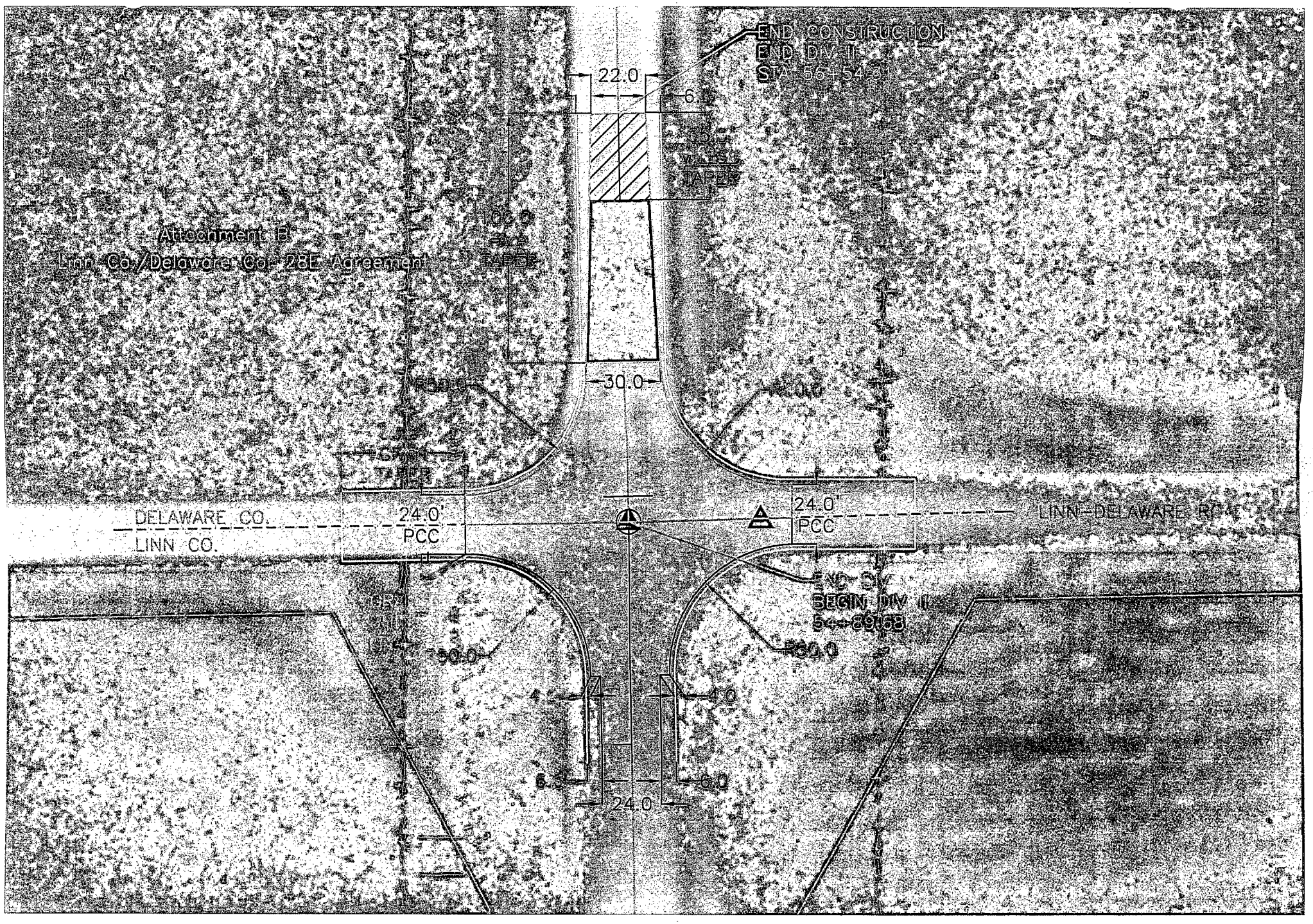
Attachment A - Project Estimate

OJECT NO.: LOST-ROBINSON RD(11)
PE OF WORK: 6" PCC Paving
LOCATION: On Robinson Road from Coggon Road north to Linn-Delaware Road
MILES: 1.04
DATE: March 25, 2010
ESTIMATE: Delaware Co. estimate for PCC intersection w/HMA tapers at Linn-Delaware Road

REF	ITEM CODE	ITEM	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	AMOUNT
1	2121-7425020	GRANULAR SHLD, TYPE B	TON	74.0	$ 11.00	$ 814.00
2	2214-5145150	PAV'T, SCARIFICATION	SY	91.0	$ 10.00	$ 910.00
3	2303-0033500	HMA (1M ESAL) SURF, 1/2", NO FRIC	TON	64.0	$ 51.00	$ 3,264.00
4	2303-0246422	ASPH BINDER, PG 64-22	TON	3.84	$ 500.00	$ 1,920.00
5	2310-5151040	PCC OVERLAY, FURN ONLY	CY	80.0	$ 76.00	$ 6,080.00
6	2310-5151551	PCC OVERLAY PLACE ONLY (WHITE TOPPING)	SY	480.0	$ 3.50	$ 1,680.00
7	2518-6910000	SAFETY CLOSURE	EACH	0.00	$ -	$ -
8	2527-9263117	PAINTED PAV'T MARK, DURABLE	STA	5.28	$ 55.00	$ 290.40
9	2528-8445110	TRAFFIC CONTROL	LS	0.00	$ -	$ -
10	2533-4980005	MOBILIZATION	LS	0.00	$ -	$ -

Delaware County - subtotal:	$	14,958.40
Linn County Design & Inspection Services (est.):	$	500.00
Delaware County - Total:	$	15,458.40

Linn County Secondary Road Department
Office of Linn County Engineer, Steve Gannon, P.E.
1888 County Home Road
Marion, IA 52302



Attachment B
Linn Co./Delaware Co. 28E Agreement