

RESOLUTION

- A. WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local government entities to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and
- B. WHEREAS, College Station Independent School District ("CSISD"), and the City of College Station ("City") are local government entities, each acting by and through their duly authorized agents (collectively, the "Parties"); and
- C. WHEREAS, CSISD, pursuant to the authority granted under Chapter 791 of the Texas Government Code, desires to enter the Interlocal Agreement attached hereto as Exhibit A ("ILA"), for the purpose of participating with the City in certain infrastructure development associated with the development of River Bend Elementary School; and
- D. WHEREAS, CSISD agrees that the ILA will mutually benefit each Party and will further each Party's governmental purpose; and
- E. WHEREAS, the Board desires to authorize the execution of the ILA by CSISD, and to authorize the Board President, the Superintendent or their appointed designees, to do any and all things necessary to carry out the terms of the ILA, and take all other action contemplated thereby.

NOW, THEREFORE, on motion made and seconded, it is hereby resolved that:

- 1. The terms and conditions of the ILA, and any other documents necessary to effectuate the ILA, are found to be acceptable and in the best interest of CSISD and its citizens, and are hereby in all things approved.
- 2. The Board further resolves that the ILA as approved by this resolution is in conformity with the Texas Government Code.
- 3. The Board further authorizes the Board President to execute the ILA on behalf of CSISD, and further authorizes the Board President, the Superintendent or their appointed designees, to do any and all things necessary to carry out the terms of the ILA, and take all other action contemplated thereby.

Jeff Harris, President, Board of Trustees of the
College Station Independent School District

Date: _____

EXHIBIT A

Interlocal Agreement with the City of College Station, Texas
concerning River Bend Elementary School

[attached]

INTERLOCAL AGREEMENT
Between the
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT and the CITY OF
COLLEGE STATION

This Agreement is entered into this _____ day of _____, 2018, by and between the **City of College Station**, a Texas home rule municipal corporation (hereinafter "CITY"), and the **College Station Independent School District**, a Texas political subdivision (hereinafter "DISTRICT").

WHEREAS, DISTRICT is developing property within the City of College Station, more particularly described as River Bend Elementary School in College Station, Brazos County, Texas (hereinafter "Property") a description of which is attached hereto as **Exhibit A**; and

WHEREAS, DISTRICT is required and/or desires to construct certain public infrastructure, such as roadways, sidewalks, drainage facilities, deceleration lanes, etc. related to DISTRICT'S proposed development of the Property as an elementary school; and

WHEREAS, CITY is willing and desirous to participate in the construction of certain infrastructure affecting DISTRICT'S development including those public improvements desired or required by DISTRICT to develop its Property; and

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes the CITY and the DISTRICT to enter into this Agreement; and

WHEREAS, because of all of the above and in order to comply with CITY'S overall development requirements in an efficient and cooperative manner, both DISTRICT and CITY agree that it is in the best interests of the public for CITY to construct certain identified public infrastructure and to have the DISTRICT participate in said improvements monetarily in a manner as set forth herein; and

WHEREAS, the CITY has reviewed the data, reports and analysis, including that provided by DISTRICT'S engineers, and determined that such public improvements qualify for joint CITY-DISTRICT participation; and

WHEREAS, both parties agree as to the nature and proportion of joint participation as further recited herein and as may be required in accordance with section 212.071 et seq, and Chapter 252 of the Texas Local Government Code as well as other applicable law; now therefore

For and in consideration of the recitations above and the promises and covenants herein expressed, the parties hereby agree as follows:

I.

DEFINITIONS

1.1 Approved Plans means the plans and specifications that meet the requirements of this Agreement, the City of College Station Codes and Ordinances and any other applicable laws and that have been submitted to, reviewed and approved by the City of College Station relating to the Project, and have been submitted to, reviewed and approved by the District relating to the Project.

1.2 CITY or College Station means the City of College Station, a Texas home rule municipal corporation whose principal office is located at 1101 Texas Avenue, College Station, Texas 77840.

1.3 DISTRICT means the **College Station Independent School District**, a Texas political subdivision whose principal office is located at 1812 Welsh, College Station, Texas 77840.

1.4 Effective Date. The date on which this Agreement is approved by the last party shall be the date this Agreement goes into effect.

1.5 Final Completion. The term "Final Completion" means that all the work on the Project has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation, and all closeout documents have been executed and approved as required, all Letters of Completion and other CITY documentation have been issued for the Project, all reports have been submitted and all reporting requirements have been met.

1.6 Property means that one certain tract of land generally located northwest of the intersection of Holleman Drive South and Rock Prairie Road West and as further described in **Exhibit A** attached hereto and incorporated herein and made a part hereof.

1.7 Project means the construction of a portion of Holleman Drive South and related improvements, including but not limited to; pavement, pavement markings, signage, signalization, drainage structures, sidewalks, and lighting along Holleman Drive South as detailed in **Exhibit B** attached hereto and incorporated herein by reference.

II.

DISTRICT COST PARTICIPATION

2.1 Agree to Participate. The CITY has budgeted Eleven Million Nine Hundred Five Thousand Dollars (\$11,905,000.00) for the Project in order to address traffic congestion and improve mobility in the area. The CITY will design and construct the project. The DISTRICT agrees to participate financially in the Project for the actual cost of the items detailed as the responsibility of the DISTRICT in **Exhibit C** up to the maximum amount of Three Hundred Ninety Five Thousand Five Hundred Dollars and No Cents (\$395,500.00) as set forth herein. In compliance with Section 791.011(d)(3) of the Texas Government Code, the District's payments hereunder shall be made from current revenues available to the District.

2.2 Public Bidding. The Project must be competitively bid pursuant to Chapter 252 Texas Local Government Code, as amended and other applicable law.

2.3 Cost of Project. The CITY'S engineer's detailed cost estimate of the Project is attached hereto and incorporated herein as **Exhibit C**.

2.4 Application for Payment. The CITY will make application to the DISTRICT for payment to the CITY at the following Project milestones:

- (1) Upon award of the construction contract for the Project, the CITY will request one-half of the total payment from the DISTRICT for the actual cost of the items detailed as the responsibility of the DISTRICT as set forth in **Exhibit C**.
- (2) Upon Final Completion of the construction contract for the Project, the CITY will request one-half of the total payment from the DISTRICT for the actual cost of the items detailed as the responsibility of the DISTRICT as set forth in **Exhibit C**.

2.5 Time of Payment. Upon completion of each milestone recited above, CITY shall send a written invoice to DISTRICT. DISTRICT agrees that it will pay same within 30 days of receipt.

III. GOVERNMENTAL IMMUNITY AND RELEASE

DISTRICT and CITY are both political subdivisions of the state of Texas and enjoy governmental immunity. By entering into this Agreement, neither DISTRICT nor CITY consents to suit, the waiver of their respective governmental immunity or the waiver of limitation as to damages under the Texas Tort Claims Act.

The CITY and DISTRICT each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, arising out of or in connection with the obligations pursuant to this Agreement.

IV. PROJECT AND CONSTRUCTION

4.1 Right to Inspect the Work. DISTRICT may inspect construction of the Project for compliance with the approved plans during construction. CITY will assign a

construction inspector to the Project who will be responsible for ensuring the work and materials furnished are in compliance with the Approved Plans.

4.2 Requirements of Applicable rules remain. This Agreement does not alter, amend, modify or replace any other requirements contained in the Code of Ordinances, Unified Development Code, or other applicable law.

**V.
GUARANTEE OF PERFORMANCE AND PAYMENT**

5.1 Bonding Requirements of City. CITY shall ensure that the prime contractor of the Project execute to the CITY a performance bond and/or a payment bond as required pursuant to chapter 2253 Texas Government Code.

**VI.
GENERAL PROVISIONS**

6.1 Amendments. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

6.2 Choice of law and Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

6.3 Authority to enter into Agreement. Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of DISTRICT represents that he or she is authorized to sign on behalf of DISTRICT and agrees to provide proof of such authorization to the CITY upon request.

6.4 Agreement read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

6.5 Notice. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or confirmed by mailing written confirmation at substantially the same time as such electronic or personally delivered to an officer of the receiving party at the following addresses:

DISTRICT:

Superintendent
Dr. Clark Ealy
College Station ISD
1812 Welsh Street
College Station, Texas 77840

CITY:

City Manager
Kelly Templin
City of College Station
P. O. Box 9960
College Station, TX 77842

List of Exhibits:

- A A description of the Property
- B A description of the Project
- C Engineer's estimate of the costs of the Project

DISTRICT:

By: _____
Date: _____

CITY:

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

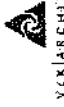
APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Chief Financial Officer
Date: _____

Exhibit A



YCK ARCHITECTS

YCK ARCHITECTS, INC.
10000 W. 10th Ave., Suite 100
Denver, CO 80202
Tel: 303.733.1100
Fax: 303.733.1101
www.yckarchitects.com

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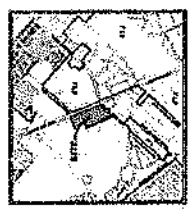
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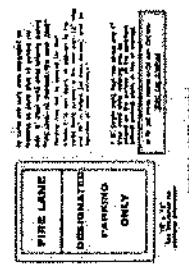
New Elementary School No. 10

C01.0

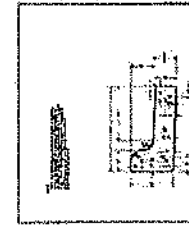


VICINITY MAP (N15)

DATE: 08/11/17
 DRAWN BY: J. J. GARDNER
 CHECKED BY: J. J. GARDNER
 PROJECT NO.: 17-001



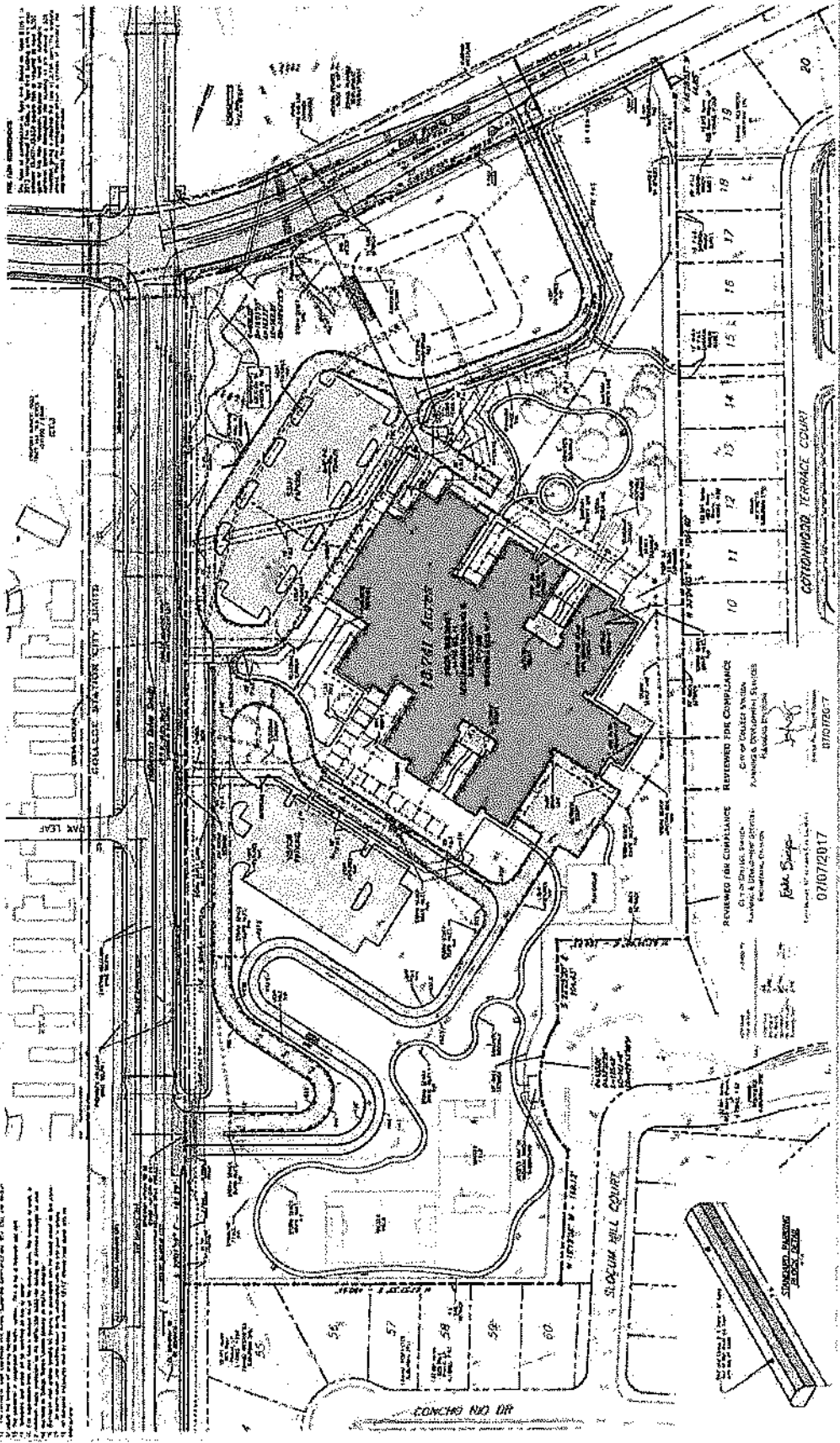
FIRE LANE SIGNS



ELEVATION CERTIFICATE NOT REQUIRED

NOTES:

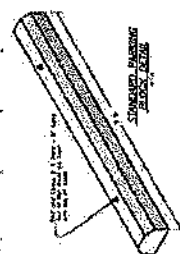
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF PERMITS, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF PERMITS, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF PERMITS.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF PERMITS, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF PERMITS, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF PERMITS.
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REVIEWED FOR COMPLIANCE:
 CITY OF DENVER, DIVISION OF PERMITS & DEVELOPMENT SERVICES
 PLANNING & DEVELOPMENT SERVICES
 PLANNING DIVISION

REVIEWED FOR COMPLIANCE:
 CITY OF DENVER, DIVISION OF PERMITS & DEVELOPMENT SERVICES
 PLANNING & DEVELOPMENT SERVICES
 PLANNING DIVISION

DATE: 07/10/2017



STANDARD PARKING SIGN

Exhibit B

Holleman South Widening Project
Location Map

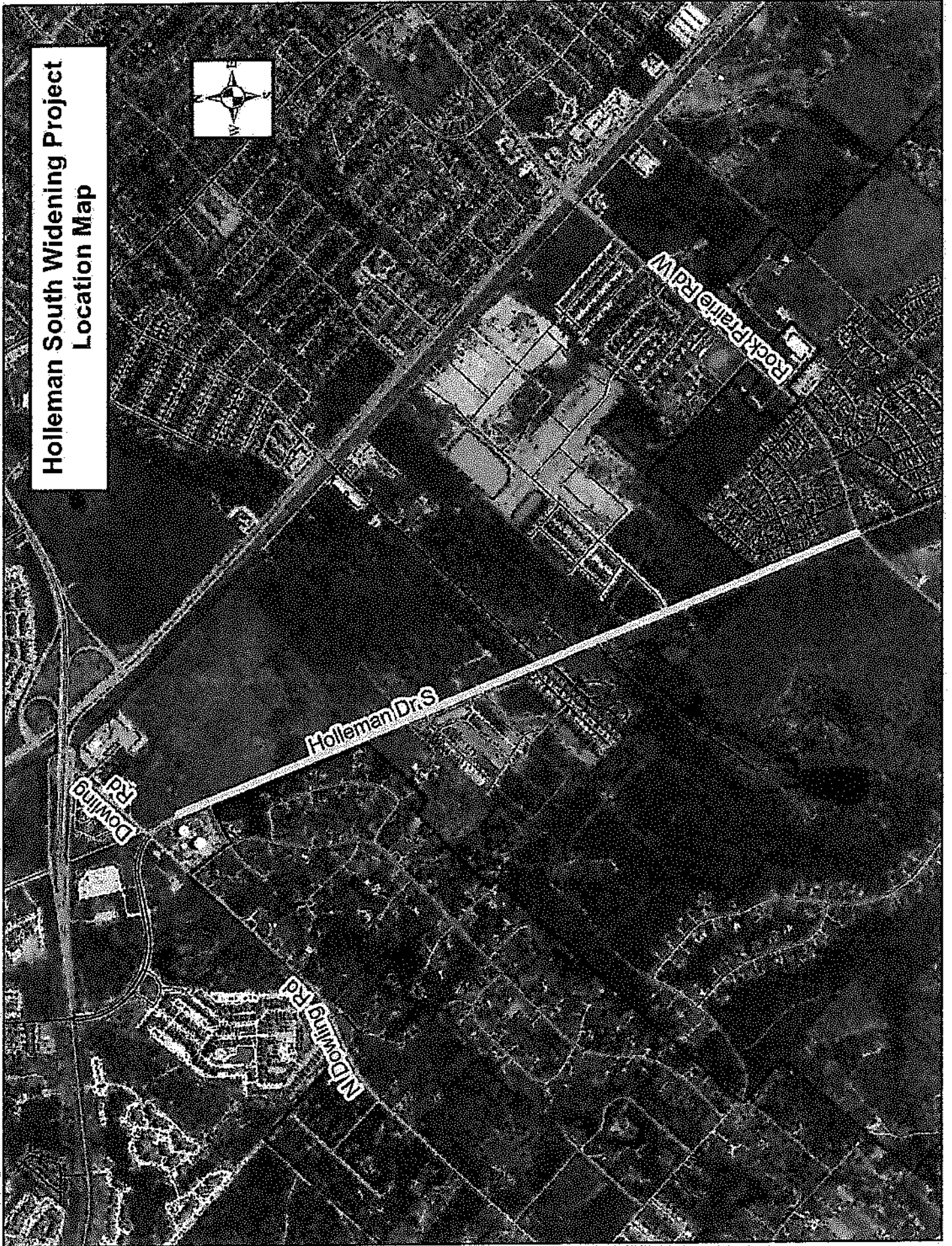


Exhibit C

CSISD Portion
HOLLEMAN DRIVE SOUTH REHABILITATION
100% OPINION OF PROBABLE CONSTRUCTION COSTS

	<u>Quantity</u>	<u>Unit Cost</u>	<u>Item Cost</u>
Roadway, Earthwork & Pavement			
10" Continuously Reinforced Concrete Pavements (CRCP) on Holleman	489 SY	\$53.00	\$25,920.00
8" Chemically Treated and Stabilized Subgrade	881 SY	\$7.50	\$6,610.00
10" Concrete Intersections	282 SY	\$62.00	\$17,490.00
6" ADA Ramps	4 EA	\$650.00	\$2,600.00
		Sub Total	\$52,620.00
Water			
Remove or Grout exist 12" line	639 LF	\$10.00	\$6,390.00
Remove Trees	1 LS	\$2,500.00	\$2,500.00
12" PVC DR14 C-900 Pipe by open cut, w/non-structural backfill	574 EA	\$40.00	\$22,960.00
12" PVC DR14 C-900 Pipe with restrained joints, by open cut w/structural backfill	65 LF	\$76.00	\$4,940.00
12" Gate Valve	4 EA	\$2,150.00	\$8,600.00
4" Blow Off Assembly	1 EA	\$2,200.00	\$2,200.00
20" Steel casing by open cut with spacers and neoprene seal	59 LF	\$170.00	\$10,030.00
Temporary & Permanent Seeding and Sodding	830 SY	\$3.50	\$2,910.00
		Sub Total	\$60,530.00
Signing, Striping & TCP			
TCP	12 MO	\$700.00	\$8,400.00
Signing and Striping	1 LS	\$4,250.00	\$4,250.00
Sign assemblies	22 EA	\$396.00	\$8,720.00
Basic Solar Powered School Flashers	4 EA	\$9,200.00	\$36,800.00
		Sub Total	\$58,170.00
Signalization			
Signalization at School Entrance	1 EA	\$161,580.00	\$161,580.00
		Sub Total	\$161,580.00
Mobilization			
Mobilization - 8%	1 LS		\$26,640.00
Subtotal			\$359,540.00
Contingency - 10%	10 %		\$35,960.00
Grand Total Base Bid			\$395,500.00