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CAMPUSTOWN COURT AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2008, by and between the CITY OF AMES, IOWA (hereinafter called "City"); and IOWA STATE UNIVERSITY (hereinafter called "University").

WITNESSETH THAT:

WHEREAS, the City Council has a stated goal to improve the Campustown Business District and towards this end the City has budgeted \$25,000 to renovate the Campustown Court located at the corner of Welch and Chamberlain Avenues;

WHEREAS, the University has acknowledged the importance of Campustown reflecting the positive aesthetics of the campus and serving as a gathering place for its students;

WHEREAS, since the current estimate to accomplish the Campustown Court project is \$68,000, the University and the Government of the Student Body (GSB) have agreed to contribute up to \$43,000 to assure completion of this renovation effort; and

WHEREAS: the City anticipates that the renovation project will be completed by May 1, 2009:

NOW, THEREFORE, parties hereto have agreed and do hereby agree that:

**I
PURPOSE**

The purpose of this agreement is to state the nature, limits, and procedure for support by the University to the City for the renovation of Campustown Court.

**II
SCOPE OF WORK**

It is understood by both parties that the renovation of Campustown Court is a City project and will be accomplished by a contractor selected and supervised by the City to complete the work, as the budget will allow, as generally depicted on Attachment A.

The base bid for the project will include: limestone planters, replacement of the concrete slab, limestone seating, and plant material. In an effort to assure that a project can be completed within the established budget, the following Add alternates have also been included in the bid documents: an overhead shade structure, a raised performance stage, sixteen colored brick pavers, and two lighted bollards.

Should the plans for the project (the base bid elements and Add alternates) be changed substantially, University approval will be obtained.

III SCOPE OF SUPPORT

The University agrees to supplement the City's \$25,000 support for renovating Campustown Court by contributing up to \$43,000 towards the total project costs.

It is agreed that if the final total project costs (base bid plus any Add alternates, design, inspections, etc.) come in under the \$68,000 budget, the University will only be required to pay 63.24% (\$43,000/\$68,000) of the actual project costs.

IV METHOD OF PAYMENT

The University will be billed by the City of Ames upon completion of the project and acceptance by the City of Ames per the terms of Section III of this agreement. The University agrees to reimburse the City within 30 days of receiving the bill from the City.

V LIABILITY

The City agrees to indemnify and hold the University harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as a result of performing tasks under this agreement.

IN WITNESS WHEREOF, parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF AMES, IOWA

IOWA STATE UNIVERISTY

By: _____
Ann H. Campbell, Mayor

By: Warren R. Madden
Warren R. Madden,
Vice President For Business &
Finance

Attest: _____
Diane R. Voss, City Clerk

APPROVED AS TO FORM
BY Judy K. Parks
JUDY K. PARKS
ASSISTANT CITY ATTORNEY