

## MEMORANDUM

TO: Programs, Projects & Subcommittee

FROM: Ian Ghanavati, Water Resources Engineer

SUBJECT: Dam Site 7 Interlocal Agreement for Rainwood Road Phases 1 & 2

DATE: April 9, 2024

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In 2018 the Papio NRD completed preliminary design of Dam Site 7 (DS-7), a future reservoir to be located northeast of the intersection of 168<sup>th</sup> Street and Military Road. The attached Exhibit 1 shows the preliminary layout of the DS-7 site and calls out the location of a future road (Rainwood Road) which routes across the reservoir. While DS-7 is not anticipated to be constructed until approximately 2030, the surrounding area is rapidly developing, placing focus on the planning and funding of Rainwood Road.

The attached Interlocal Cooperation Agreement (Rainwood Road from 166<sup>th</sup> Street to 156<sup>th</sup> Street) involves Douglas County, Sanitary and Improvement District (SID) 623, SID 633, the Papio NRD, and Bennington Public Schools District. The agreement designates responsibilities and funding allocations for Phase 1 (Grading) and Phase 2 (Paving) of Rainwood Road as well as identifying a future Phase 3 which would involve construction of a bridge over DS-7. Specific commitments for Phase 3 are not made in this agreement. The Papio NRD's commitments and responsibilities per the Interlocal Agreement are as follows:

- Dedicate any right-of-way or easements (owned at the time of the Agreement) as necessary for the construction of the Phase 1 and Phase 2 of Rainwood Road.
- Review and approve the final plans and specifications of Phase 1 and Phase 2 of Rainwood Road.

The Papio NRD has no financial obligations or any other obligations per the Interlocal Agreement.

**Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Interlocal Cooperation Agreement (Rainwood Road from 166<sup>th</sup> Street to 156<sup>th</sup> Street) with Douglas County, SID 623, SID 633, and Bennington Public Schools District, subject to such other terms and conditions as the General Manager determines necessary and Legal Counsel approves as to form.**



# EXHIBIT 1

**INTERLOCAL COOPERATION AGREEMENT**  
**(RAINWOOD ROAD- FROM 166TH STREET TO 156TH STREET)**

This Interlocal Cooperation Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, This Interlocal Cooperation Agreement (this “**Agreement**”) is made and entered into by and among THE COUNTY OF DOUGLAS, NEBRASKA, a political subdivision of the State of Nebraska (hereinafter referred to as the “**County**”), SANITARY AND IMPROVEMENT DISTRICT NO. 623 OF DOUGLAS COUNTY, NEBRASKA, A/K/A MORGAN RIDGE, a political subdivision of the State of Nebraska (hereinafter referred to as “**SID 623**”), SANITARY AND IMPROVEMENT DISTRICT NO. 633 OF DOUGLAS COUNTY, NEBRASKA, A/K/A HAGEN HILLS (hereinafter referred to as “**SID 633**”), PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, a political subdivision of the State of Nebraska (hereinafter referred to as the “**NRD**”), and DOUGLAS COUNTY SCHOOL DISTRICT 28-0059, a/k/a BENNINGTON PUBLIC SCHOOLS, a political subdivision of the State of Nebraska (hereinafter referred to as “**School District**”) (hereinafter referred from time to time individually as a “**Party**” and collectively as the “**Parties**”).

**PRELIMINARY STATEMENT**

SID 623 and SID 633 are sanitary and improvement districts formed under Sections 31-727 et seq., Reissue Revised Statutes of Nebraska, as amended (the “**SID Act**”), and have the express power under the SID Act to issue construction fund warrants to pay the costs of installing public infrastructure, such as the Projects (as defined herein); and

The County is a duly existing body corporate and politic in accordance with and by virtue of the laws of the State of Nebraska.

The School District is a duly existing body corporate and politic in accordance with and by virtue of the laws of the State of Nebraska.

Pursuant to the Interlocal Cooperation Act, Section 13-801, *et seq.*, the Parties are each authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner, which, and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

It is in the best interest of and would be mutually advantageous to the Parties to construct and improve Rainwood Road between the intersections of 166<sup>th</sup> Street and 156<sup>th</sup> Street, as shown on Exhibit "A" attached hereto, excluding the Future Bridge Project, as defined hereinbelow (the “**Project**”). The Project consists of two separate and distinct sub-projects within the Project as more particularly described herein. Such sub-projects will include grading of the right-of-way for Rainwood Road and the construction of two box culverts (referred to herein as the “**Grading Project**”), and the construction of Rainwood Road, including, but not limited to, intersections, traffic control devices, concrete or asphaltic pavement, relocation of utilities, installation of storm

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sewers and other drainage facilities and related improvements (hereinafter referred to as the “**Paving Project**”) all as more particularly described within the schedule of estimated cost summary from E & A Consulting Group, Inc., the engineers for SID 623, entitled “Estimated Cost & Allocations – Rainwood Road from 166TH STREET TO 156TH STREET Intersections, a copy of which is attached hereto as Exhibits “B-1” and B-2” (the “**Cost Estimate & Allocations**”). The Cost Estimate & Allocations is intended to show only a basic description of the work and the costs presently estimated and may be revised from time to time.

In addition, this Agreement contemplates a third phase of the Project which encompasses the future construction of the bridge over the NRD Dam Site No. 7 (hereinafter referred to as the “**Future Bridge Project**”); provided, however, the Future Bridge Project is a future phase of the Project and will be subject to a separate binding interlocal cooperation agreement to be negotiated in good faith among the Parties and entered into by and among the Parties at such time the NRD is ready to construct Dam Site No. 7.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties do hereby agree and contract with each other as follows:

1. **No Administrative Entity.** There shall be no separate legal or administrative entity created to administer this Agreement, and, therefore, no separate budget established for such an entity. No taxes will be levied or collected during this agreement.

2. **Plans and Specifications.** SID 623 will contract with E & A Consulting Group, Inc. (the “**Project Engineer**”), registered engineers in the State of Nebraska, for the preparation of plans and specifications for the construction of the Project in two distinct phases, i.e., the Grading Project and the Paving Project. The final plans and specifications shall be subject to approval by each of the Parties hereto which approval shall not be unreasonably withheld or delayed. Construction administration and construction management shall be performed by Project Engineer. The County shall be responsible for the bid-letting process to construct the Project in two distinct phases in accordance with the time schedule set forth herein. In the event the lowest responsible bid for each portion of the Project exceeds the engineer's estimate of probable costs by ten (10%) or more, the Parties hereto shall promptly meet to determine whether it would be in the Parties’ best interests to rebid the particular portion of the Project or award the contract as bid.

3. **Right-of-Way and Easement Acquisition.** All of the right-of-way or easements deemed necessary for the construction of the Project located within the boundaries of any of the SID participants or the NRD shall be dedicated by the property owners gratuitously and at no cost to the County or any other Party hereto. All other right-of-way or public easements deemed necessary for the Project shall be obtained by the County at the County's sole cost and expense.

4. **Construction.** The County agrees to cause each phase of the Project to be constructed in accordance with the plans and specifications approved by the Parties in accordance with Section 2, above (the “**Plans and Specifications**”). The construction administration and construction management of the Project shall be performed by the Project Engineer, on behalf of the County. During the course of constructing each phase of the Project, any Party may, at any

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time, cause inspection of the work to ensure compliance with the final Plans and Specifications. The Parties hereto agree that the County will own and be responsible for the operation and maintenance of the Project within the right-of-way at its sole cost and expense upon completion of the Project. After the approval of the final Plans and Specifications by the Parties hereto, the County shall not amend the Plans and Specifications in any material respect without the written approval of the other Parties, which approval shall not be unreasonably withheld, conditioned, or delayed, and shall be deemed to have been given unless a reviewing Party objects to such amendment in writing within five (5) business days after presentation of such amendments by the County. There shall be no change orders relating to the cost of each phase of the Project that exceed the contracted for amount by more than \$100,000.00 individually or in the aggregate without the prior written approval of the Parties.

5. **Payment of Design, Construction and Engineering Costs.** All Parties shall contribute to the costs associated with construction and engineering of the Project based upon their pro-rata share as set forth in this Section 5. The cost allocation has been determined by estimating the cost of construction and engineering for each phase of the Project and assigning the corresponding percentage cost allocation to each Party as determined by the Project Engineer and agreed to by the Parties hereto and as set forth in the "**Cost Estimate & Allocations**" (Exhibits "B-1" and B-2")

All construction and engineering costs for Improvements shall be paid as follows:

Phase 1 – Grading Project		Phase 2 – Paving Project	
C – 28 (619) A		C – 28 (619) B	
Douglas County	33.33%	Douglas County	50.00%
SID 623	58.97%	SID 623	38.45%
<u>SID 633</u>	<u>7.70%</u>	<u>SID 633</u>	<u>11.55%</u>
Total	100.00%	Total	100.00%

A. Prior to "Project Bid" the County shall invoice the Parties each for a sum equal to one-half (1/2) of their respective estimated proportional share of the construction costs hereunder (as per the allocations hereinabove). The Parties, excluding the School District, shall each pay its respective share of such construction costs to the County prior to the "Award of Contract" for each phase of the Project, and all Parties, excluding the School District, shall pay the County within sixty (60) days after receipt of such invoice. If the project is cancelled or reduced in scope, the County shall reimburse the Parties equal to their respective overpayment amounts.

B. Except for the School District, the Parties will each pay their respective allocated share of the cost of each phase of the Project, excluding the right-of-way and easement acquisitions, as set forth on Exhibits "B-1" and B-2"

The School District agrees to reimburse SID 623 for its respective share of such construction costs within ninety (90) days after the School District issues bonds to fund the cost of its respective share of the Project, which such bond issue is anticipated to be on the voter ballot on or before December 1, 2030.

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C. Any other provisions of this Agreement to the contrary notwithstanding, it is expressly understood and agreed by the Parties that the legal obligation of the School District to pay its designated share of the construction costs herein, or any part thereof, is and shall be contingent upon the submission and passage of a ballot question by the legal voters of the School District authorizing the School District to issue general obligation bonds to finance the development and construction of an elementary school facility and other site improvements on the property which is adjacent to the Project. Based upon current projections of future student population growth in the School District, the School District anticipates that a ballot question may be appropriate to be submitted to the legal voters by December 2030. The School District's methods to finance its operations, including the ability to issue bonds, is subject to Nebraska Legislature oversight, which may be amended, modified or revoked at any time. The failure of the legal voters of the School District to pass a ballot question and any changes in law that would prohibit the School District from submitting a ballot question or issuing bonds shall be considered events beyond the reasonable control of the School District.

D. This Agreement contemplates a third phase of the Project which encompasses the Future Bridge Project. The Future Bridge Project is a future phase of the Project and will be subject to a separate binding interlocal cooperation agreement to be negotiated in good faith among the Parties and entered into by and among the Parties at the time the NRD is ready to construct Dam Site No. 7.

E. Engineering costs for Phase 1 and Phase 2 shall be paid for by SID 623 and reimbursed by the Parties pursuant the allocations contained in Section 5 hereof and Exhibits "B-1" and B-2" attached hereto.

6. **Reimbursement as a Condition of Approval.** The Parties agree that, as a condition of the City of Omaha's approval of any subdivision agreement, final plat, or building permit for the properties on any property adjacent to the Improvements, City of Omaha shall require any developer of such properties to reimburse SID 623 for the proportionate the Total Actual Costs as shown on the Cost Share Contribution.

7. **Timing of Work.** It is the mutual desire and intention of the Parties that each phase of the Project shall be completed in a timely manner. Accordingly, the Parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner so as to achieve completion of the Project contemplated by the Agreement. The Parties agree to use commercially reasonable efforts to advertise the Project Bid and completion of each phase of the Project as follows:

<u>Project:</u>	<u>Project Bid Date:</u>	<u>Commencement:</u>
C-28(619) A Grading Project:	Summer of 2024	Fall of 2024
C-28(619) B Paving Project:	Spring of 2026	Summer of 2026
C-28(619) C Future Bridge Project:	est. 2027	est. 2028

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8. **Records.** The County shall maintain records of all construction costs incurred in connection with the Project. Each Party shall have the right to audit and review such records during normal business hours to assure that such records are accurate.

9. **Duration and Termination.** This Agreement shall continue in full force and effect until such time as the Project has been constructed and installed by the County, completed in accordance with the terms and conditions of this Agreement, unless this Agreement is terminated sooner by the mutual written agreement of all Parties hereto.

10. **Appointment of Administrators.** The County Engineer shall administer this Agreement on behalf of the County. The engineering firm retained by each of the other Parties shall administer this Agreement on behalf of the respective Party. The Parties hereto agree that the County shall serve as the lead agency for the installation and construction of the Project.

11. **Nondiscrimination Clause.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1122, all Parties to this Agreement agree that they nor any of their subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

12. **Drug Free Policy.** All Parties to this Agreement assure the County that they have established and maintain a drug free workplace policy.

13. **Amendments.** This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

14. **New Employee Work Eligibility Status.** The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

15. **Conflict of Interest.** The Parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the Parties to this Agreement to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the Parties, any fee,

commissions, percentage, brokerage fees, gifts or other consideration, contingent upon or resulting from the award or making of this Agreement.

16. **Severability.** In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.

17. **Assignment.** No Party may assign its rights, duties, or obligations under this Agreement without the prior written consent of the other Parties to this Agreement. An assignment without such prior written consent shall be a material breach of this Agreement.

18. **Indemnification.** Each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost attorney's fees, claim, judgment, suit and/or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the indemnifying Party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the indemnifying Party prompt, written notice of any such claim, suit, demand or cause of suit, demand or cause of action. These indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability under this Agreement is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

19. **Entire Agreement.** This Agreement and Exhibits contain the entire agreement of the parties and shall be binding upon the successors and assign of the respective parties. No amendments, deletions, or additions shall be made to this Agreement except in writing signed by all parties. Nebraska law shall govern the terms and performances under this Agreement. The provisions of this Section 18 shall survive expiration or termination of this Agreement.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, and each shall be deemed to constitute an original for all purposes.

21. **Law.** In the event of any changes in applicable law that material affect the rights, duties or obligations of any parties to this Agreement, the parties agree to negotiate in good faith to amend the Agreement to comply with new legal requirements and allow the affected party to perform under the Agreement, with the intent to preserve the original intent and purpose of the Agreement.

22. **Insurance.** All parties shall maintain throughout the term of this Agreement Commercial General Liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) for each person for any number of claims arising out of a single occurrence and Five Million Dollars (\$5,000,000.00) for all claims arising out of a single occurrence and shall provide proof thereof. County retains the right to self-insure.

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**IN WITNESS WHEREOF**, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year affixed hereon. Executed in triplicate on the dates indicated with the signatures below.

Executed by Douglas County this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE COUNTY OF DOUGLAS,  
NEBRASKA, a political subdivision of the  
State of Nebraska,

By \_\_\_\_\_  
Chairman Date

ATTEST:

\_\_\_\_\_  
County Clerk Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney

Executed by SID 623 this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT  
NO. 623 OF DOUGLAS COUNTY, NEBRASKA, a  
political subdivision of the State of Nebraska,

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

By \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

Douglas County Project No. C-28(619)  
Rainwood Road -166th Street to 156th Street

Executed by SID 633 this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT  
NO. 633 OF DOUGLAS COUNTY, NEBRASKA a  
political subdivision of the State of Nebraska,

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

By \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

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Executed by NRD this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT, a political subdivision of  
the State of Nebraska,

By: \_\_\_\_\_  
John Winkler, General Manager

Executed by School District this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

DOUGLAS COUNTY SCHOOL DISTRICT 28-0059, a/k/a BENNINGTON PUBLIC SCHOOLS, a political subdivision of the State of Nebraska,

By: \_\_\_\_\_

**EXHIBIT "A"**

**THE PROJECT**

**(Attached)**

**EXHIBIT “B-1 GRADING ESTIMATE”**

**COST ESTIMATE & ALLOCATIONS**

**(Attached)**

**EXHIBIT “B-2 PAVING ESTIMATE”**

**COST ESTIMATE & ALLOCATIONS**

**(Attached)**



PROJECT NO.: RAINWOOD ROAD DAM SITE TO 156TH STREET  
 LOCATION: RAINWOOD ROAD DAM SITE TO 156TH STREET  
 DESCRIPTION: EXHIBIT A

DOUGLAS COUNTY ENGINEER'S OFFICE  
 1505 WEST MAPLE ROAD OMAHA, NEBRASKA 68116 PH. 444-6372

DESIGNED BY:  
 DRAWN BY:  
 REVIEWED BY:  
 REVISIONS:



SHEET NO. 1 OF 1

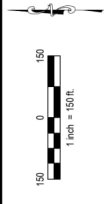
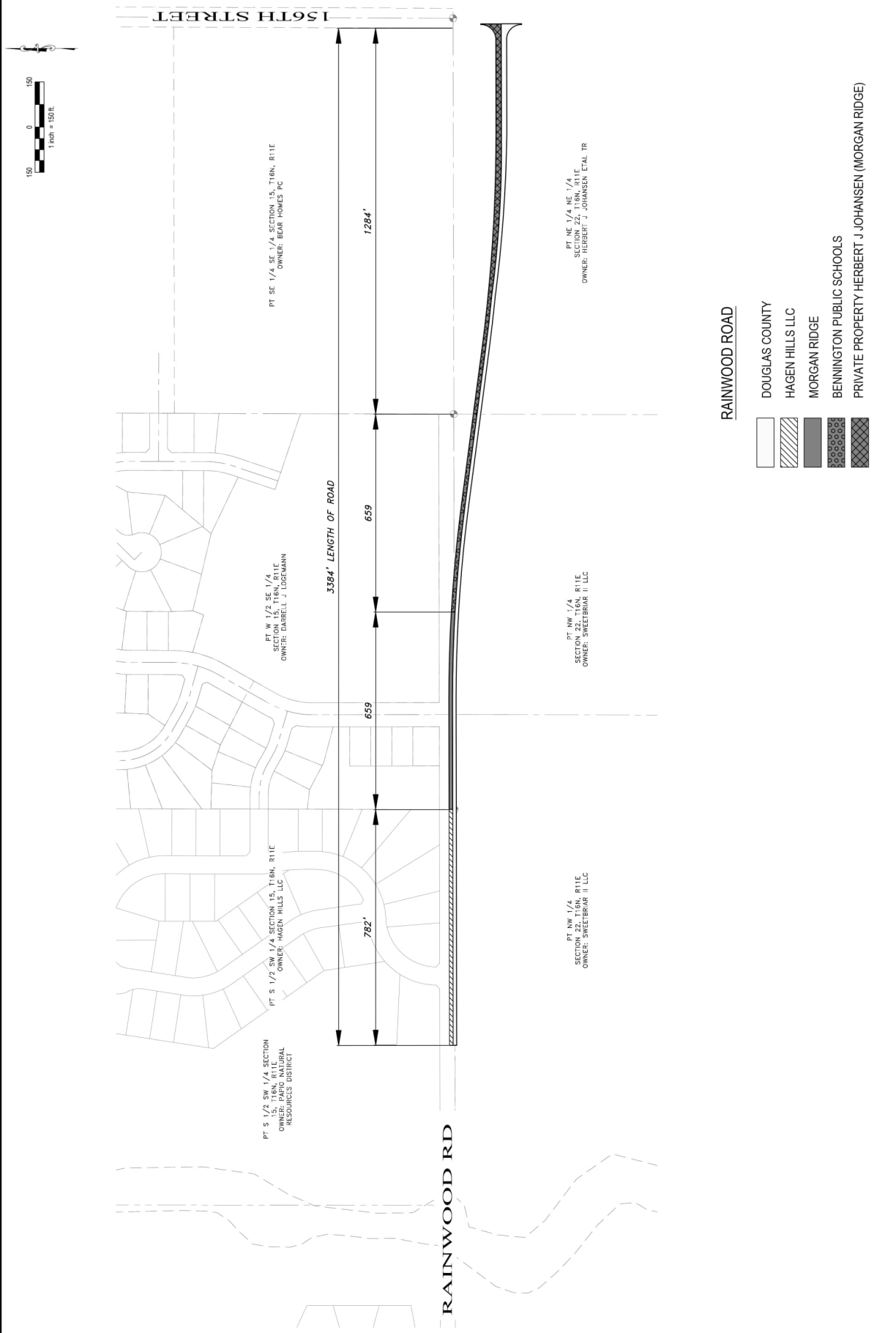


EXHIBIT A

**E & A CONSULTING GROUP, INC.**  
 Engineering • Planning • Environmental & Field Services  
 1505 West Maple Road, Omaha, NE 68116  
 Phone: 402.444.6372 Fax: 402.444.6373  
 Website: www.eandagroup.com

NO.	ITEM	APPROX. QUANTITY	UNITS	UNIT PRICE	COST ESTIMATE
1	INSTALL SWPPP NOTIFICATION SIGN	1	EA	\$500.00	\$500.00
2	INSTALL SILT FENCE	2700	LF	\$4.00	\$10,800.00
3	INSTALL HIGH POROSITY SILT FENCE AS CULVERT INLET PROTECTION	10	LF	\$4.00	\$40.00
4	INSTALL STRAW WATTLE	560	LF	\$5.00	\$2,800.00
5	MAINTAIN SWPPP NOTIFICATION SIGN	1	EA	\$10.00	\$10.00
6	MAINTAIN SILT FENCE	2700	LF	\$2.00	\$5,400.00
7	MAINTAIN STRAW WATTLE	560	LF	\$5.00	\$2,800.00
8	REMOVE SWPPP NOTIFICATION SIGN	1	EA	\$10.00	\$10.00
9	REMOVE SILT FENCE	2700	LF	\$1.00	\$2,700.00
10	REMOVE STRAW WATTLE	560	LF	\$4.00	\$2,240.00
11	MOBILIZATION/DEMOBILIZATION	1	LS	\$175,000.00	\$175,000.00
12	CLEARING AND GRUBBING - GENERAL	1	LS	\$50,000.00	\$50,000.00
13	CLEARING AND GRUBBING TREES	10	EA	\$1,300.00	\$13,000.00
14	REMOVE FENCE	1200	LF	\$5.00	\$6,000.00
15	EXCAVATION ON-SITE	70325	CY	\$7.00	\$492,275.00
16	EXCAVATION HAUL-OFF	139700	CY	\$13.00	\$1,816,100.00
17	CONSTRUCT 9" CONCRETE PAVEMENT (TYPE L65)		SY	\$80.00	\$0.00
18	CONSTRUCT END OF ROAD MARKER		EA	\$200.00	\$0.00
19	CONSTRUCT AGGREGATE BEDDING FOR TYPE R2, 18" STORM SEWER PIPE		LF	\$25.00	\$0.00
20	CONSTRUCT AGGREGATE BEDDING FOR TYPE R2, 36" STORM SEWER PIPE		LF	\$30.00	\$0.00
21	CONSTRUCT AGGREGATE BEDDING FOR TYPE R2, 54" STORM SEWER PIPE	210	LF	\$35.00	\$7,350.00
22	CONSTRUCT 18" RCP, CLASS III		LF	\$100.00	\$0.00
23	CONSTRUCT 18" RC FLARED END SECTION		EA	\$2,000.00	\$0.00
24	CONSTRUCT 36" RCP, D(0.01) = 1,350		LF	\$170.00	\$0.00
25	CONSTRUCT 36" RC FLARED END SECTION		EA	\$3,500.00	\$0.00
26	CONSTRUCT 54" RCP, D(0.01) = 1,350		LF	\$200.00	\$0.00
27	CONSTRUCT 54" RC FLARED END SECTION		EA	\$4,000.00	\$0.00
28	CONSTRUCT 12X6 BOX CULVERT	210	LF	\$3,000.00	\$630,000.00
29	INSTALL SEEDING - TYPE II (EROSION CONTROL)	12	AC	\$15,000.00	\$180,000.00
30	INSTALL ROLLED EROSION CONTROL, TYPE IV	1000	SY	\$5.00	\$5,000.00
31	REMOVE MARKING LINES		LF	\$1.50	\$0.00
32	PERMANENT PAINT MARKING - 5" WHITE		LF	\$2.00	\$0.00
33	PERMANENT PAINT MARKING - 5" YELLOW		LF	\$2.00	\$0.00
34	PERMANENT PREFORMED TAPE SYMBOL - TYPE "ONLY", WHITE		EA	\$900.00	\$0.00
35	PERMANENT PREFORMED TAPE SYMBOL - TYPE DIRECTIONAL ARROW, WHITE		EA	\$500.00	\$0.00
36	TEMPORARY TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00
					\$3,407,025.00
					CONTINGENCY 20% \$681,405.00
					TOTAL ESTIMATED CONSTRUCTION COST: \$4,088,430.00
					DESIGN ENGINEERING 10% \$408,843.00
					CA, STAKING and TESTING 10.5% \$429,285.15
					\$4,926,558.15

ESTIMATED CONSTRUCTION COST ALLOCATION - GRADING		% Allocation	Estimated Cost
DOUGLAS COUNTY		33.33%	\$1,362,673.72
SID 623 (Morgan Ridge)		6.49%	\$265,339.11
PRIVATE PROPERTY (Johanson) - carried by Morgan Ridge	58.97%	25.30%	\$1,034,372.79
Sweetbriar II LLC - carried by Morgan Ridge		20.69%	\$845,896.17
Bennington Public Schools - carried by Morgan Ridge		6.49%	\$265,339.11
SID 633 (Hagen Hills East)	7.70%	7.70%	\$314,809.11
			\$4,088,430.00

ESTIMATED DESIGN ENGINEERING COST ALLOCATION		% Allocation	Estimated Cost
DOUGLAS COUNTY		33.33%	\$136,267.37
SID 623 (Morgan Ridge)		6.49%	\$26,533.91
PRIVATE PROPERTY (Johanson) - carried by Morgan Ridge	58.97%	25.30%	\$103,437.28
Sweetbriar II LLC - carried by Morgan Ridge		20.69%	\$84,589.62
Bennington Public Schools - carried by Morgan Ridge		6.49%	\$26,533.91
SID 633 (Hagen Hills East)	7.70%	7.70%	\$31,480.91
			\$408,843.00

100.0000% \$408,843.00

ESTIMATED CA, CM, STAKING AND TESTING COST ALLOCATION		% Allocation	Estimated Cost
DOUGLAS COUNTY		33.33%	\$143,080.74
SID 623 (Morgan Ridge)		6.49%	\$27,860.61
PRIVATE PROPERTY (Johanson) - carried by Morgan Ridge	58.97%	25.30%	\$108,609.14
Sweetbriar II LLC - carried by Morgan Ridge		20.69%	\$88,819.10
Bennington Public Schools - carried by Morgan Ridge		6.49%	\$27,860.61
SID 633 (Hagen Hills East)	7.70%	7.70%	\$33,054.96
			\$429,285.15

\$429,285.15

ESTIMATED TOTAL GRADING PROJECT COST ALLOCATION PER PROPERTY		% Allocation	Estimated Cost
DOUGLAS COUNTY		33.33%	\$1,642,021.83
SID 623 (Morgan Ridge)		6.49%	\$319,733.62
* PRIVATE PROPERTY (Johanson) - carried by Morgan Ridge	58.97%	25.30%	\$1,246,419.21
* Sweetbriar II LLC - carried by Morgan Ridge		20.69%	\$1,019,304.88
* Bennington Public Schools - carried by Morgan Ridge		6.49%	\$319,733.62
SID 633 (Hagen Hills East)	7.70%	7.70%	\$379,344.98
			\$4,926,558.15

\$4,926,558.15

TOTAL UPFRONT COSTS BY MORGAN RIDGE \$2,905,191.34  
 \* TOTAL TO BE REIMBURSED TO MORGAN RIDGE \$2,585,457.72

NO.	ITEM	APPROX. QUANTITY	UNITS	UNIT PRICE	COST ESTIMATE
1	INSTALL SWPPP NOTIFICATION SIGN	1	EA	\$500.00	\$500.00
2	INSTALL SILT FENCE	2700	LF	\$4.00	\$10,800.00
3	INSTALL HIGH POROSITY SILT FENCE AS CULVERT INLET PROTECTION		LF	\$4.00	\$0.00
4	INSTALL STRAW WATTLE		LF	\$5.00	\$0.00
5	MAINTAIN SWPPP NOTIFICATION SIGN	1	EA	\$10.00	\$10.00
6	MAINTAIN SILT FENCE	2700	LF	\$2.00	\$5,400.00
7	MAINTAIN STRAW WATTLE		LF	\$5.00	\$0.00
8	REMOVE SWPPP NOTIFICATION SIGN	1	EA	\$10.00	\$10.00
9	REMOVE SILT FENCE	2700	LF	\$1.00	\$2,700.00
10	REMOVE STRAW WATTLE		LF	\$4.00	\$0.00
11	MOBILIZATION/DEMOBILIZATION	1	LS	\$75,000.00	\$75,000.00
12	CLEARING AND GRUBBING - GENERAL		LS	\$50,000.00	\$0.00
13	CLEARING AND GRUBBING TREES		EA	\$1,300.00	\$0.00
14	REMOVE FENCE		LF	\$5.00	\$0.00
15	EXCAVATION ON-SITE	2500	CY	\$9.00	\$22,500.00
16	EXCAVATION HAUL-OFF		CY	\$15.00	\$0.00
17	CONSTRUCT 9" CONCRETE PAVEMENT (TYPE L65)	10225	SY	\$80.00	\$818,000.00
18	CONSTRUCT END OF ROAD MARKER	5	EA	\$200.00	\$1,000.00
19	CONSTRUCT AGGREGATE BEDDING FOR TYPE R2, 18" STORM SEWER PIPE	100	LF	\$25.00	\$2,500.00
20	CONSTRUCT AGGREGATE BEDDING FOR TYPE R2, 36" STORM SEWER PIPE	100	LF	\$30.00	\$3,000.00
21	CONSTRUCT AGGREGATE BEDDING FOR TYPE R2, 54" STORM SEWER PIPE		LF	\$35.00	\$0.00
22	CONSTRUCT 18" RCP, CLASS III	100	LF	\$100.00	\$10,000.00
23	CONSTRUCT 18" RC FLARED END SECTION	2	EA	\$2,000.00	\$4,000.00
24	CONSTRUCT 36" RCP, D(0.01) = 1,350	100	LF	\$170.00	\$17,000.00
25	CONSTRUCT 36" RC FLARED END SECTION	2	EA	\$3,500.00	\$7,000.00
26	CONSTRUCT 54" RCP, D(0.01) = 1,350		LF	\$200.00	\$0.00
27	CONSTRUCT 54" RC FLARED END SECTION		EA	\$4,000.00	\$0.00
28	CONSTRUCT 12X6 BOX CULVERT		LF	\$2,100.00	\$0.00
29	INSTALL SEEDING - TYPE II (EROSION CONTROL)	12	AC	\$15,000.00	\$180,000.00
30	INSTALL ROLLED EROSION CONTROL, TYPE IV	1000	SY	\$5.00	\$5,000.00
31	REMOVE MARKING LINES	600	LF	\$1.50	\$900.00
32	PERMANENT PAINT MARKING - 5" WHITE	7500	LF	\$2.00	\$15,000.00
33	PERMANENT PAINT MARKING - 5" YELLOW	8000	LF	\$2.00	\$16,000.00
34	PERMANENT PREFORMED TAPE SYMBOL - TYPE "ONLY", WHITE	2	EA	\$900.00	\$1,800.00
35	PERMANENT PREFORMED TAPE SYMBOL - TYPE DIRECTIONAL ARROW, WHITE	4	EA	\$500.00	\$2,000.00
36	TEMPORARY TRAFFIC CONTROL	1	LS	\$15,000.00	\$15,000.00

		\$1,215,120.00
CONTINGENCY	20%	\$243,024.00
TOTAL ESTIMATED CONSTRUCTION COST:		\$1,458,144.00
DESIGN ENGINEERING	10%	\$145,814.40
CA, STAKING and TESTING	10.5%	\$153,105.12
TOTAL PROJECT COSTS 2024 CONSTRUCTION		\$1,757,063.52

ESTIMATED CONSTRUCTION COST ALLOCATION		% Allocation	Estimated Cost
DOUGLAS COUNTY		50.00%	\$729,072.00
SID 623 (Morgan Ridge)		9.74%	\$142,023.23
Bennington Public Schools - Carried by Morgan Ridge	38.45%	9.74%	\$142,023.23
PRIVATE PROPERTY (Johanson) - Carried by Morgan Ridge		18.97%	\$276,609.92
SID 633 (Hagen Hills East)		11.55%	\$168,415.63
		100.0%	\$1,458,144.00

ESTIMATED DESIGN ENGINEERING COST ALLOCATION		% Allocation	Estimated Cost
DOUGLAS COUNTY		50.00%	\$72,907.20
SID 623 (Morgan Ridge)		9.74%	\$14,202.32
Bennington Public Schools - Carried by Morgan Ridge	38.45%	9.74%	\$14,202.32
PRIVATE PROPERTY (Johanson) - Carried by Morgan Ridge		18.97%	\$27,660.99
SID 633 (Hagen Hills East)		11.55%	\$16,841.56
		100%	\$145,814.40

ESTIMATED CA, CM, STAKING AND TESTING COST ALLOCATION		% Allocation	Estimated Cost
DOUGLAS COUNTY		50.00%	\$76,552.56
SID 623 (Morgan Ridge)		9.74%	\$14,912.44
Bennington Public Schools - Carried by Morgan Ridge	38.45%	9.74%	\$14,912.44
PRIVATE PROPERTY (Johanson) - Carried by Morgan Ridge		18.97%	\$29,044.04
SID 633 (Hagen Hills East)		11.55%	\$17,683.64
		100%	\$153,105.12

ESTIMATED TOTAL PAVING PROJECT COST ALLOCATION PER PROPERTY		% Allocation	Estimated Cost
DOUGLAS COUNTY		50.00%	\$878,531.76
SID 623 (Morgan Ridge)		9.74%	\$171,137.99
* Bennington Public Schools - Carried by Morgan Ridge	38.45%	9.74%	\$171,137.99
* PRIVATE PROPERTY (Johanson) - Carried by Morgan Ridge		18.97%	\$333,314.95
SID 633 (Hagen Hills East)		11.55%	\$202,940.84
			\$1,757,063.52

TOTAL UPFRONT COSTS BY MORGAN RIDGE	\$675,590.92
* TOTAL TO BE REIMBURSED TO MORGAN RIDGE	\$504,452.94