

Agenda Item: 9.

Memo to the Programs, Projects and Operations Subcommittee

Subject: West Papio Trail (90th to Giles) Interlocal Agreement with Papillion and LaVista

Date: September 5, 2013

From: Gerry Bowen

In June, 2013, the District approved the hiring of HGM Associates, Inc. (HGM) to provide engineering services (design and construction administration) for the West Papio Trail (90th to Giles). The contract not-to-exceed amount is \$144,345.47. HGM also prepared an opinion of probable construction costs amounting to \$621,000, making the currently estimated total cost of the project \$765,345.47.

Management has worked with the public works departments of both Papillion and LaVista in planning of the project in an effort to secure their cooperation and financial commitment through an interlocal agreement. This project is not currently in any of the entities' budgets, so for the purposes of the agreement, construction is anticipated for FY 15 at a maximum cost of \$900,000.

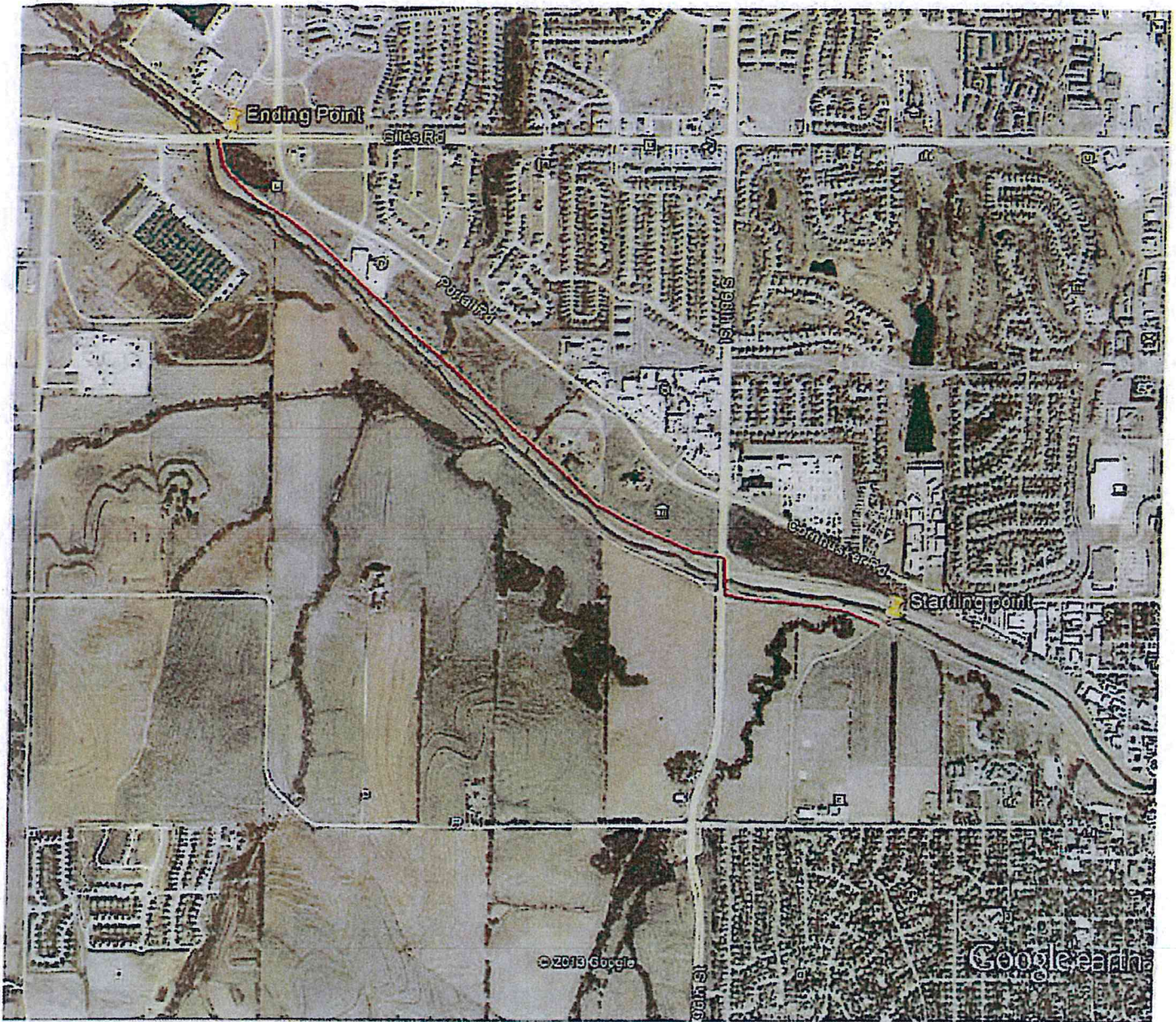
Based on each City's jurisdiction, it is proposed that the project costs be shared as follows: District, 75%; Papillion, 20%, and LaVista, 5%. It is intended that the trail will be on right-of-way previously acquired by either of the three parties to the agreement. The attached interlocal agreement provides that the District will be the lead administrative agency for design and construction of the project. Also, in the event that additional right-of-way is necessary, the District shall acquire the additional right-of-way, the cost of which will become project costs. Upon completion, the Cities will operate and maintain the trail within their jurisdiction.

The financial cost share outlined in the agreement is summarized as follows:

Entity	Percentage	Amount
P-MRNRD	75	\$675,000
City of Papillion	20	\$180,000
City of LaVista	5	\$45,000
Total	100	\$900,000

Management recommends approval. The draft has been submitted to Papillion and LaVista for review and approval, although the communities have not yet taken formal action.

- **It is recommended that the General Manager be authorized to execute the proposed Interlocal Agreement with the Cities of Papillion and LaVista for the West Papio Trail Project (90th to Giles Road), for a maximum District share of \$675,000.00, subject to minor changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**



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INTERLOCAL COOPERATION ACT AGREEMENT
WEST PAPIO TRAIL (90TH Street to Portal Road)

AMONG

THE CITY OF LA VISTA,
THE CITY OF PAPIILLION,

AND

THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

This agreement is hereby made and entered into as of this _____ of _____, 2013, by and among the CITY OF LAVISTA ("LaVista"), the CITY OF PAPIILLION ("Papillion"), municipal corporations organized and existing under the laws of the State of Nebraska located in Sarpy County, Nebraska, and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("District"), a natural resources district organized and existing under the laws of the State of Nebraska (all collectively referred to hereinafter as "the Parties").

WHEREAS, Papillion currently owns and operates the West Papio Trail, extending from 56th Street to Walnut Creek (approximately 90th Street) in Sarpy County; and,

WHEREAS, LaVista desires to provide a trail connection with Papillion; and,

WHEREAS, the District currently owns, operates, maintains and repairs the West Papillion Creek Flood Control Project; and,

WHEREAS, in order to serve their mutual interests and pursuant to the authority granted the Parties by the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801, et.seq.), the Parties desire to enter into this agreement to delineate and provide for their specific rights and obligations with respect to the development, construction, operation, maintenance and repairs of the West Papio Trail (90th Street to Portal Road).

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties do hereby mutually undertake, promise, agree, and contract each for itself and its successors and assigns as follows:

I. PURPOSE

The purpose of this agreement is to specify the terms and conditions upon which the Parties will design, develop, construct, operate and maintain a public recreation trail to be known as the "West Papio Trail" ("the Trail") as more fully described in Exhibit A attached hereto and incorporated herein by reference, on parcels of real property currently owned by the Parties or to be acquired by the District as hereinafter provided, generally extending from Walnut Creek (approximately 90th Street), on the east, to Portal Road on the west, to be located mainly on the Papillion Creek Flood Control Project improvements.

II. RIGHTS, DUTIES, AND OBLIGATIONS OF THE DISTRICT

The District agrees to:

1. Act as the lead administrator for development of the Trail;
2. Retain and compensate consultant(s) to provide professional engineering services in design, bidding and administration of construction of the Trail;
3. Prior to bidding and construction of the Trail, provide plans, specifications and construction documents to the Parties for review and approval;
4. Acquire any additional rights-of-way necessary for the Trail, and publicly bid and construct the Trail after selecting and agreeing to compensate one or more contractors to build the Trail in accordance with the plans, specifications, and construction documents approved by the Parties; provided, however, the District shall not be required to expend more than a total of \$675,000 of its own funds for rights-of-way or construction of the Trail without assurances of proportionate reimbursement by Papillion and LaVista, in the proportions hereinafter stated.
5. Maintain records accounting for the land acquisitions, interim financing, design, development and construction of the Trail, including receipt and application of private funds;
6. Indemnify and hold harmless Papillion and LaVista, their officers, agents and employees, and their successors and assigns, individually and collectively, from and against any and all liability, causes of action and claims for personal injury or property damage arising from design, engineering or construction of the Trail.

III. RIGHTS, DUTIES, AND OBLIGATIONS OF PAPIILLION

Papillion agrees to:

1. Timely review and approve plans, specifications, and construction documents for the Trail submitted by the District, such approvals to not be withheld or delayed unreasonably.
2. Reimburse to the District in two equal annual installments, in the amount of 20% of the District's total costs expended for Trail land rights, engineering and construction, but such reimbursement not exceeding \$180,000, the first such installment to become due and payable on June 30, 2014 or upon completion of such construction, whichever date is later, and the second such installment to be due and payable on June 30, 2015.
3. Permanently operate, maintain and repair the portions of the Trail lying within the limits of Papillion's extraterritorial jurisdiction.
4. Indemnify and hold harmless the District and LaVista, their officers, agents and employees, and their successors and assigns, individually and collectively, from and against any and all liability, causes of action and claims for personal injury or property damage arising from Papillion's operation, maintenance or repair of of the portions of the Trail lying within Papillion's extraterritorial jurisdiction.

IV. RIGHTS, DUTIES, AND OBLIGATIONS OF LAVISTA

LaVista agrees to:

1. Timely review and approve plans, specifications, and construction documents for the Trail, such approvals not to be withheld unreasonably.
2. Reimburse to the District in one installment, in the amount of 5% of the District's total costs expended for Trail land rights, engineering and construction, but such reimbursement not exceeding \$45,000, such installment to become due and payable on June 30, 2014 or upon completion of such construction, whichever date is later
3. Permanently operate, maintain, and repair the portions of the Trail lying within LaVista's extraterritorial jurisdiction.

4. Indemnify and hold harmless the District and Papillion, their officers, agents and employees, and their successors and assigns, individually and collectively, from and against any and all liability, causes of action and claims for personal injury or property damage arising from LaVista's operation, maintenance or repair of the portions of the Trail lying within LaVista's extraterritorial jurisdiction.

V. GENERAL CONDITIONS

1. NONDISCRIMINATION. None of the Parties shall, in the performance of this agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability as defined under the Americans with Disabilities Act, political or religious opinions, affiliations, or national origin.

2. CAPTIONS. Captions used in this agreement are for convenience only.

3. APPLICABLE LAW. The Parties shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this agreement.

4. INTEREST OF THE PARTIES. Each of the Parties to this agreement covenants with the other that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with its performance under this agreement.

5. MERGER. This agreement shall not be merged into any other oral or written contract, lease, or deed of any type. Parties

6. MODIFICATION. This agreement contains the complete and entire agreement of the parties. No representations were made or relied upon by any of the Parties other than those expressly set forth herein. No agent, employee, or other representative of any party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective Parties.

7. AMENDMENTS. This agreement may be amended upon the actions of the parties if done so in writing.

8. ASSIGNMENTS. A party may assign its rights under this agreement only by written consent of the other Parties.

9. EFFECTIVE DATE. This agreement shall become effective on the date that its execution by each and all of the Parties is complete.

This Agreement is executed by PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT this ____ day of _____, 20__.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By _____
General Manager

This Agreement is executed by THE CITY OF PAPILLION this ____ day of _____, 20__.

THE CITY OF PAPILLION

Attest:

By _____
Mayor

CITY CLERK

This Agreement is executed by THE CITY OF LaVISTA this ____ day of _____, 20__.

THE CITY OF LaVISTA

Attest:

By _____
Mayor

CITY CLERK

Payments to Engineer for Services and Reimbursable Expenses
HGM ASSOCIATES, INC.

West Papio Trail (90th St to Giles Rd)
Sarpy County, Nebraska

DESIGN Description	Project Manager	Senior Proj. Eng.	Design Engineer	Engineering Technician	Licensed Surveyor	Survey Crew	Admin. Assistant
Project Management	12	4	0	0	0	0	4
Preliminary Design	16	28	72	110	7	44	2
Final Design	14	49	91	154	0	0	0
Sub-total	42	81	163	264	7	44	6

Permitting	1	11	20	0	0	0	4
Bid Phase	11	11	4	4	0	0	21
Sub-total	12	22	24	4	0	0	25

TOTAL MANHOURS - DESIGN	54	103	187	268	7	44	31
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Classification	Manhours	Raw Hrly Rate	Cost
Project Manager	54	X \$ 55.17 =	\$ 2,979.18
Senior Project Engineer	103	X \$ 49.52 =	\$ 5,100.56
Design Engineer	187	X \$ 36.18 =	\$ 6,765.66
Engineering Technician	268	X \$ 31.90 =	\$ 8,549.20
Field Observer	0	X \$ 25.96 =	\$ -
Licensed Surveyor	7	X \$ 51.56 =	\$ 360.92
Survey Crew	44	X \$ 46.30 =	\$ 2,037.20
Administrative Assistant	31	X \$ 16.50 =	\$ 511.50
Subtotal Salary Expenses			\$ 26,304.22
Overhead Factor		166.01%	\$ 43,667.64
SubTotal			\$ 69,971.86
Fixed Fee		13%	\$ 9,096.34

SUB-TOTAL DESIGN \$ 79,068.20

CONSTRUCTION Description	Project Manager	Senior Proj. Eng.	Design Engineer	Field Observer	Licensed Surveyor	Survey Crew	Admin. Assistant
Construction Phase	30	14	0	324	8	72	0
TOTAL MANHOURS - CONSTRUCTION	30	14	0	324	8	72	0

SALARY EXPENSES

Classification	Manhours	Raw Hrly Rate	Cost
Project Manager	30	X \$ 55.17 =	\$ 1,655.10
Senior Project Engineer	14	X \$ 49.52 =	\$ 693.28
Design Engineer	0	X \$ 36.18 =	\$ -
Engineering Technician	0	X \$ 31.90 =	\$ -
Field Observer	324	X \$ 25.96 =	\$ 8,411.04
Licensed Surveyor	8	X \$ 51.56 =	\$ 412.48
Survey Crew	72	X \$ 46.30 =	\$ 3,333.60
Administrative Assistant	0	X \$ 16.50 =	\$ -
Subtotal Salary Expenses			\$ 14,505.50
Overhead Factor		166.01%	\$ 24,080.58
SubTotal			\$ 38,586.08
Fixed Fee		13%	\$ 5,016.19

SUB-TOTAL CONSTRUCTION \$ 43,602.27

TOTAL DESIGN/CONSTRUCTION \$ 122,670.47

NON-SALARY EXPENSES

Geotechnical Investigation (Thiele Geotech)	\$ 3,275.00
Construction Testing (Thiele Geotech)	\$ 8,500.00
Wetlands Delineation	\$ 9,900.00

SUB-TOTAL NON-SALARY EXPENSES \$ 21,675.00

TOTAL DESIGN/CONSTRUCTION/NON-SALARY PROJECT COST \$ 144,345.47

**West Papio Trail
HGM PROJECT NO. 000713-114**

**OPINION OF PROBABLE CONSTRUCTION COSTS
May 30, 2013**

ITEM No.	DESCRIPTION	ESTIMATED QUANTITIES		UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	LS	\$10,000.00	\$10,000.00
2	General Clearing and Grubbing	1	LS	\$10,000.00	\$8,000.00
3	Clearing and Grubbing Trees	10	EA	\$1,000.00	\$10,000.00
4	Earthwork (Embankment)	150	CY	\$25.00	\$3,750.00
5	6" PC Concrete Pavement	12,000	SY	\$35.00	\$420,000.00
6	Subgrade Preparation	12,000	SY	\$1.50	\$18,000.00
7	Trail Mileage Markers	20	EA	\$200.00	\$4,000.00
8	Trail Marker Signs	10	EA	\$680.00	\$6,800.00
9	Drainage Structures	1	LS	\$12,000.00	\$12,000.00
10	Rolled Erosion Control Blanket Type S150	12,000	SY	\$1.80	\$21,600.00
11	Seeding Type A	2	AC	\$1,500.00	\$3,000.00
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Subtotal					\$517,150.00
20% Contingency					\$103,850.00
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TOTAL					\$621,000.00