

Agenda Item: 9.

MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

FROM: Zach Nelson, Project Manager

SUBJECT: Review and Recommendation for the Interlocal Agreement for Chalco Hills Roadway Rehabilitation with Sarpy County

DATE: July 2, 2015

Many of the roads within the Chalco Hills Recreation Area are the original hard surfaces that were installed when the park was constructed in 1988. One particular section of pavement stretching from the four way intersection in front of the Natural Resources Center, to the parking lot near the dog park area, has sustained wear and tear over the years and needs to be replaced (see attached map). This section is part of the original road surface that was installed over 27 years ago. The District and Sarpy County have a long standing agreement in place that provides for Sarpy County to assist the District with maintenance of the roads in the Chalco Hills Recreation Area.

Sarpy County Public Works has agreed to contract for and pay 50% of the cost to replace approximately 2700 linear feet of road pavement from the four way intersection in front of the Natural Resources Center to the dog park area. The District would reimburse Sarpy County for the remaining 50% of the project. Sarpy County will manage the project and provide professional services to design and construct the road improvement. In an effort to increase bidder interest and pricing, this project will be bid as a portion of a project between Sarpy County and City of La Vista to replace pavement on 66th Street between Giles Road and Harrison Street. Enclosed is a copy of the proposed Interlocal Agreement between the District, Sarpy County and City of La Vista. The estimated cost for the portion of work in the Chalco Hills Recreation Area is \$312,956, with the District being responsible for \$156,478. The agreement provides for a twenty percent contingency above this amount, so the District's maximum expenditure could be \$187,774.

Staff recommends that the PPO Subcommittee recommend to the Board of Directors, that the General Manager be authorized to execute the proposed Interlocal Cooperation Act Agreement – 66th Street Rehabilitation and Chalco Hills Roadway Rehabilitation with Sarpy County and City of La Vista at a maximum District Cost of \$187,774, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

INTERLOCAL COOPERATION ACT AGREEMENT

66TH STREET REHABILITATION

And

CHALCO HILLS ROADWAY REHABILITATION

This Interlocal Cooperation Agreement made and entered into, by and between the County of Sarpy, Nebraska ("Sarpy County") and the City of La Vista, Nebraska ("La Vista") and the Papio-Missouri River Natural Resources District ("PMRNRD") (collectively the "Parties"), pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801, et seq. (1943), as amended (the "Interlocal Cooperation Act").

WHEREAS, Sarpy County is a duly existing body corporate and politic in accordance with and by virtue of the laws of the State of Nebraska; and

WHEREAS, the City of LaVista, Nebraska is a duly-incorporated city of the first class located in Sarpy County, Nebraska; and

WHEREAS, the Papio-Missouri River Natural Resources District is a duly existing political subdivision in accordance with and by virtue of the laws of the State of Nebraska; and

WHEREAS, pursuant to the authority granted to the Parties per the Interlocal Cooperation Act, the Parties desire to enter into mutually beneficial endeavors to improve 66th Street from Harrison Street to Giles Road, Giles Road from 66th Street to 69th Street, and a recreational roadway within the Chalco Hills Recreation Area. The locations of 66th Street and Giles Road are shown on the site map attached hereto as Exhibit "A" and incorporated herein by reference (to be referred to as the "66th Street Project"). The location of the recreational roadway within Chalco Hills Recreation Area is shown on the site map attached hereto as Exhibit "B" and incorporated herein by reference (to be referred to as the "Chalco Hills Project"). Collectively these are referred to herein as "the Projects" and individually as "Project"; and

WHEREAS, the purpose of this Agreement is to provide for cooperative undertakings between Sarpy County, La Vista, and the PMRNRD regarding the Projects, to set forth the agreements of the Parties regarding the responsibility for, and timing of, construction of the Projects, and to set forth the duties and responsibilities of the Parties relating to the Projects.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties hereto, it is agreed by and between them as follows:

1. Sarpy County, by and through its engineers, will prepare or cause to be prepared plans and specifications for construction of pavement patching followed by an asphaltic concrete overlay in the Project areas shown on Exhibits "A" and "B". The final plans and specifications for the 66th Street Project shall be subject to approval by La Vista. The final plans and specifications for the Chalco Hills Project shall be subject to approval by PMRNRD. Such approvals shall not be unreasonably withheld. Subject to the conditions and provisions

hereinafter specified, Sarpy County shall enter into a contract for construction of the Projects in accordance with the plans and specifications approved by the Parties. Sarpy County shall not be entitled to reimbursement for the costs associated with the engineering and preparation of plans and specifications for the Projects if such work is performed by Sarpy County's own employees.

2. All Project construction work occasioned by this Agreement shall be performed by the contractors furnishing the lowest and best bid as determined by Sarpy County pursuant to formal bidding requirements as provided by law and as thereafter approved by the Parties. Bids shall contain a separation of quantities and costs for the 66th Street Project and the Chalco Hills Project. Upon tabulation of all bids received for construction of the Project, Sarpy County will review same with La Vista and PMRNRD prior to accepting bids. In the event that the actual low bid for each Project is more than 120% of the estimated construction costs set forth in Exhibits "D" and "E" attached hereto and incorporated herein by reference, the Parties may reevaluate the proposed improvements. The Parties may decide to proceed and allocate additional funding, decide to reduce the scope of work to remain within available funding, decide to rebid the project or decide not to proceed with the Project. For each of the Projects, the affected Parties will reach mutual agreement on the desired course of action if bids exceed 120% of the estimated construction costs set forth in Exhibits "D" and "E".

3. All contractors performing work on the Projects pursuant to this Agreement shall furnish a performance bond to the Parties as their interests appear, satisfactory to Sarpy County, La Vista and PMRNRD as to surety and form, which shall remain in full force and effect and until acceptance of the construction and which, in part, shall provide for the good and faithful performance of the construction contract, plans and specifications by contractor, for compliance by contractor with all applicable laws, for payment of material, labor and rentals, and for the payment of the unemployment payment to the Department of Labor of the State of Nebraska as provided by State Law.

4. The Sarpy County Public Works Director, or his designee, shall be the Project Manager and shall perform construction management services including, but not limited to, interpretation of the plans and specifications, prepare change orders if necessary, measure quantities of work, conduct project meetings, and shall determine whether the performance of the work, workmanship, quality of materials, and/or acceptability of the work is in accordance with the plans and specifications. The Project Manager shall be the final arbiter. The Project Manager shall inform the Parties prior to the issuance of any change orders that result in increased costs to another Party, and shall make available to the Parties, upon request, all documents associated with construction management. Sarpy County shall not be entitled to reimbursement for the costs associated with the construction management services.

5. All contracts with contractors, pertaining to the Projects occasioned by this Agreement shall be made by Sarpy County pursuant to Paragraphs 2 and 3 of this Agreement and said contracts shall, in part, provide full and faithful adherence to the plans and specifications for the work, partial payments during construction based upon work completed and certified by Sarpy County's engineers and approved by La Vista's or PMRNRD's project representatives, and for final payment upon completion and certification by the Parties. During the course of the construction of the Projects, La Vista and/or PMRNRD may at any time inspect the work to ensure compliance with the plans and specifications. Sarpy County shall make all payments to

contractors for work performed on the Project until completion, except as provided in paragraph 6, below.

6. (a) Unless otherwise provided in this agreement, the cost to be allocated among the Parties to this agreement shall be limited to the actual costs of construction, engineering, and legal costs to the extent associated with the foregoing, (collectively, "Costs"). Unless otherwise provided in this agreement, costs associated with bonding or obtaining financing are not to be included as Costs, nor shall payments and expenses, including but not limited to salaries, paid to or associated with a Party's own employees.

(b) The estimated Costs for the Projects are set forth on Exhibits "D" and "E" (the "Estimated Cost Schedules"). The Parties agree to allocate Costs of the Projects in accordance with the cost allocation percentages shown on the Estimated Cost Schedules. Sarpy County agrees to pay the contractor(s), as certified by Sarpy County's engineer, within the time frames required under the contract between such contractor(s) and Sarpy County. Sarpy County shall bill La Vista and PMRNRD after making progress payments to the contractor(s) for La Vista's and PMRNRD's share of the project costs. La Vista and PMRNRD will pay such bills no later than 45 days after an invoice is received from Sarpy County. The Parties to this Agreement warrant regular budgetary procedures will apply to this project; provided, however, each of the Parties agrees to appropriate and levy amounts sufficient to satisfy its share of Costs.

7. The Parties agree that no additional right-of-way is required for the construction of the Projects.

8. This Agreement shall not release the Parties to this Agreement from their responsibilities established by the Statutes of the State of Nebraska.

9. 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 contract, 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 fee, gifts or other consideration, contingent upon or resulting from the award or making of this contract.

10. The Parties to this Agreement hereby agree to comply and to cause to all contractors doing work occasioned by this Agreement to comply with all Federal and State laws, rules, and other applicable regulations.

11. It is the mutual desire and intention of the Parties that the 66th Street Project shall be constructed by December 1, 2015 and that the Chalco Hills Project shall be constructed between November 1, 2015 and April 1, 2016 or between June 1, 2016 and August 1, 2016. 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 the construction within these time periods.

12. Attached as Exhibit "C" is a map of the Project area, showing the area of the 66th Street Project currently within the corporate limits of La Vista. Portions of the area of the 66th Street Project not currently within the corporate limits of La Vista are designated on Exhibit "C" as Area "A". If the 66th Street Project covered by this Agreement is completed, and within 5 years thereafter, La Vista exercises powers of annexation so as to include within the corporate limits of the City, either directly or by operation of law, any portion of said Area "A" that includes improvements of the Project covered by this Agreement, La Vista shall reimburse Sarpy County for a portion the County's share of the Project costs. Said reimbursement shall be the same proportion of the County's cost paid under this Agreement as is the proportion of Area "A" that is annexed within 5 years after completion of the Project.

13. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.

14. The maintenance of the improvements in the Projects constructed under this Agreement shall be the responsibility of the Party under whose jurisdiction such improvements are located.

15. Sarpy County shall maintain records of all construction and other costs incurred in connection with the Project, and La Vista and PMRNRD shall have the right to audit and review such records at any time to assure that such records are accurate.

16. This Agreement shall commence upon the date of execution by the last party to execute the Agreement as noted below. This Agreement shall continue until such time as the Project to be performed pursuant to this Agreement has been completed and reimbursement is made to Sarpy County as provided herein.

17. This Agreement may be terminated by any party that is not in breach of this Agreement upon ninety (90) days written notice to the other party for material breach by the other party of the terms and conditions of this Agreement which shall not be cured within sixty (60) days after written notice of the breach is given to such other party, or cure shall not be commenced within said sixty (60) day period if cure requires more than sixty (60) days to complete.

18. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by all parties.

19. Nothing in this Agreement is intended to supersede, replace, or alter any of the terms or conditions contained in the agreement between Sarpy County and PMRNRD previously entered into by these parties regarding the maintenance of roads within the Chalco Hills Recreation Area.

20. The terms and performances under this Agreement shall be governed by the laws of the State of Nebraska.

21. 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, reasonable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter indicated pursuant to authorizing resolutions duly adopted at regularly convened public meetings of their governing bodies.

Executed by La Vista this _____ day of _____, 2015.

CITY OF LA VISTA, NEBRASKA

By _____
MAYOR

ATTEST:

CITY CLERK

Executed by Sarpy County this _____ day of _____, 2015.

THE COUNTY OF SARPY, NEBRASKA

By _____
**CHAIRMAN, SARPY COUNTY
BOARD OF COMMISSIONERS**

APPROVED AS TO FORM:

Deputy County Attorney

Executed by PMRNRD this _____ day of _____, 2015.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____
JOHN WINKLER, General Manager

ATTEST:

(title)

Sarpy County Property Information



End Project

Project Area Sarpy Portion

Project Area La Vista Portion

Project Area, Sarpy Portion

Project Area, La Vista Portion

Begin Project

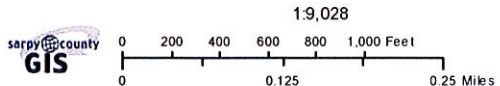


Exhibit "A"

Esri, Inc., City of Naperville, Illinois

June 2, 2015

Disclaimer: This data is for information purposes only, and should not be substituted for a professional survey or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.



EXHIBIT B

Sarpy County Property Information

 AREA "A"

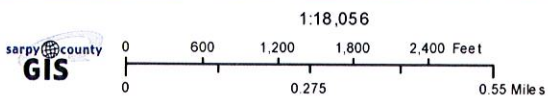
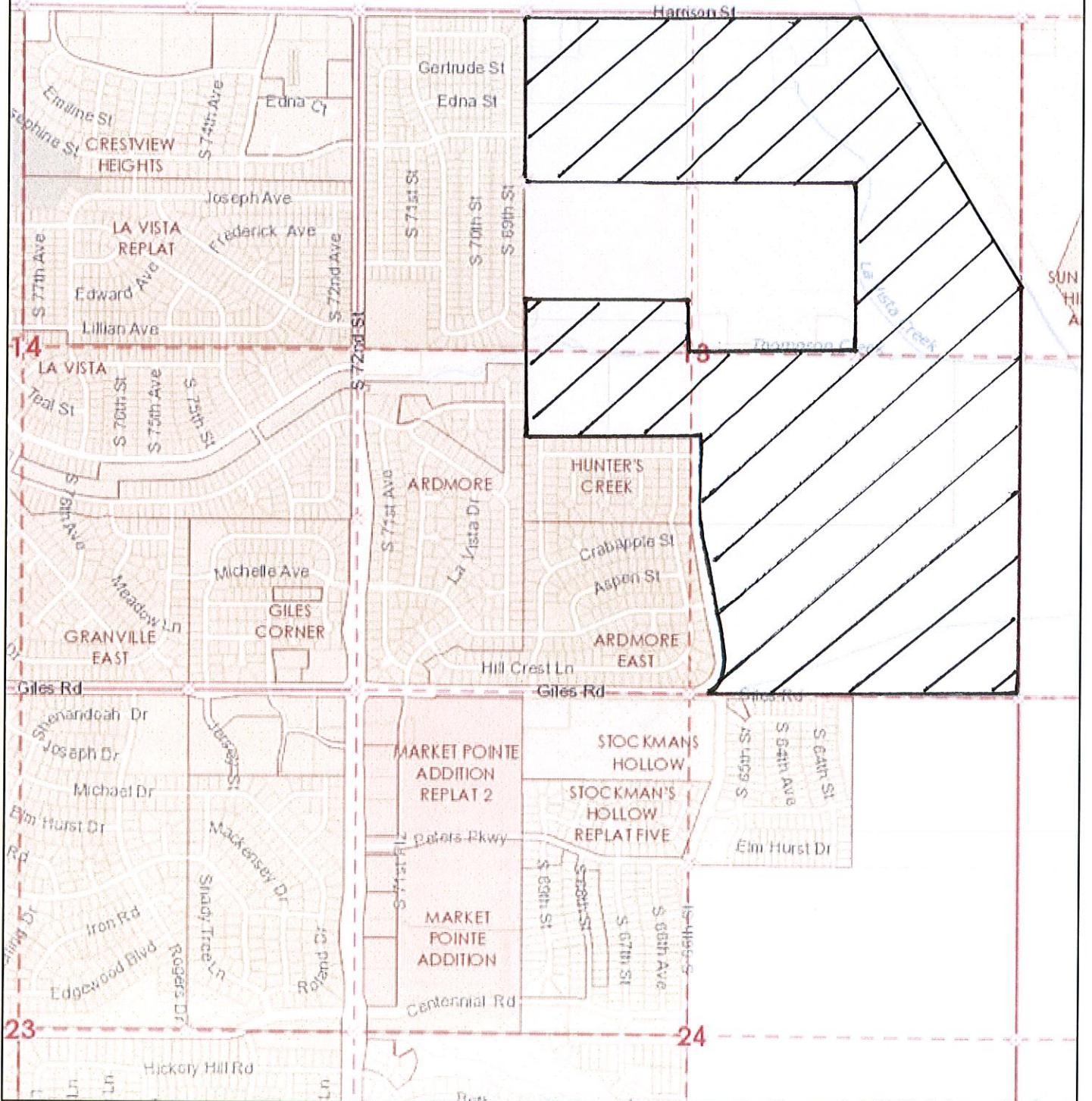


EXHIBIT "C"

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, June 2, 2015

Disclaimer: This data is for informational purposes only, and should not be used for a legal search, property, or legal survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.

Estimate of 66th Street Overlay Project					
Item	DESCRIPTION	Quantity	Units	Unit Price	Total Price
1	Barricades	1	LS	\$840.00	\$840.00
2	Cold Milling	20470	SY	\$1.00	\$20,470.00
3	Full Depth Patching, 8" Thick	901	Tons	\$110.00	\$99,110.00
4	Tack Coat	1610	Gallons	\$2.00	\$3,220.00
5	Level Layer Course	147	Tons	\$90.00	\$13,230.00
6	Adjust Manhole to Grade	2	EA	\$730.00	\$1,460.00
7	2" Asphalt Surfacing (TYPE SLX)	20470	SY	\$9.00	\$184,230.00
	Total				\$322,560.00

Sarpy County Portion, 37.5% of Pavement Area					
Item	DESCRIPTION	Quantity	Units	Unit Price	Total Price
1	Barricades	0.5	LS	\$840.00	\$420.00
2	Cold Milling	7687	SY	\$1.00	\$7,687.00
3	Full Depth Patching, 8" Thick	338	Tons	\$110.00	\$37,180.00
4	Tack Coat	604	Gallons	\$2.00	\$1,208.00
5	Level Layer Course	68	Tons	\$90.00	\$6,120.00
6	Adjust Manhole to Grade	1	EA	\$730.00	\$730.00
7	2" Asphalt Surfacing (TYPE SLX)	7685	SY	\$9.00	\$69,165.00
	Total				\$122,510.00

La Vista City Portion, 62.5% of Pavement Area					
Item	DESCRIPTION	Quantity	Units	Unit Price	Total Price
1	Barricades	0.5	LS	\$840.00	\$420.00
2	Cold Milling	12785	SY	\$1.00	\$12,785.00
3	Full Depth Patching, 8" Thick	563	Tons	\$110.00	\$61,930.00
4	Tack Coat	1005	Gallons	\$2.00	\$2,010.00
5	Level Layer Course	79	Tons	\$90.00	\$7,110.00
6	Adjust Manhole to Grade	1	EA	\$730.00	\$730.00
7	2" Asphalt Surfacing (TYPE SPX)	12785	SY	\$9.00	\$115,065.00
	Total				\$200,050.00

Estimate Notes:

1. Plans & specs to be prepared by La Vista & Sarpy County forces at no cost to the project.
2. There are no legal fees to be charged to the project.
3. The patching quantity is based on 10% of the pavement area.

EXHIBIT "D"

Estimate of Chalco Hills Recreation Area Project				
Sarpy County and PMRNRD to equally pay 50% of the Project Construction Cost				
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
BARRICADES	LUMP	SUM JOB	\$ 3,000.00	\$ 3,000.00
2" COLD MILLING	S.Y.	7593	\$ 2.25	\$ 17,084.25
6" ASPHALT SURFACING (TYPE SPR)	S.Y.	7618	\$ 26.00	\$ 198,068.00
6" DRIVE ASPHALT SURFACING (TYPE SPR)	S.Y.	91	\$ 30.00	\$ 2,730.00
TACK COAT	GAL.	1143	\$ 2.50	\$ 2,857.50
STRIPING (YELLOW CENTERLINE)	L.F.	2848	\$ 0.50	\$ 1,424.00
STRIPING (WHITE EDGELINES)	L.F.	5696	\$ 0.50	\$ 2,848.00
EARTHWORK SHOULDERS	STA.	28.48	\$ 175.00	\$ 4,984.00
TRAIL CROSSING MARKINGS	EA.	1	\$ 350.00	\$ 350.00
		0.3		\$ 233,345.75
30% Contingency- Could include but not limited to SWPPP, Clearing & Grubbing, Culverts, Earthwork, Seeding, Mobilization etcetera				\$ 70,003.73
Total				\$ 312,955.48
Sarpy County Portion				\$ 156,477.74
Papio-Missouri River Natural Resources District Portion				\$ 156,477.74

Estimate Notes:

1. Plans & specs to be prepared by PMRNRD & Sarpy County forces at no cost to the project.
2. There are no legal fees to be charged to the project.
3. The total costs shown above are to be shared equally by Sarpy County and PMRNRD.

EXHIBIT "E"