

Agenda Item: 11.a.

MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

FROM: Martin P. Cleveland, Construction Engineer

SUBJECT: Big Papio Creek Levee Culvert Repair Project Interlocal Agreement with City of Bellevue

DATE: July 1, 2015

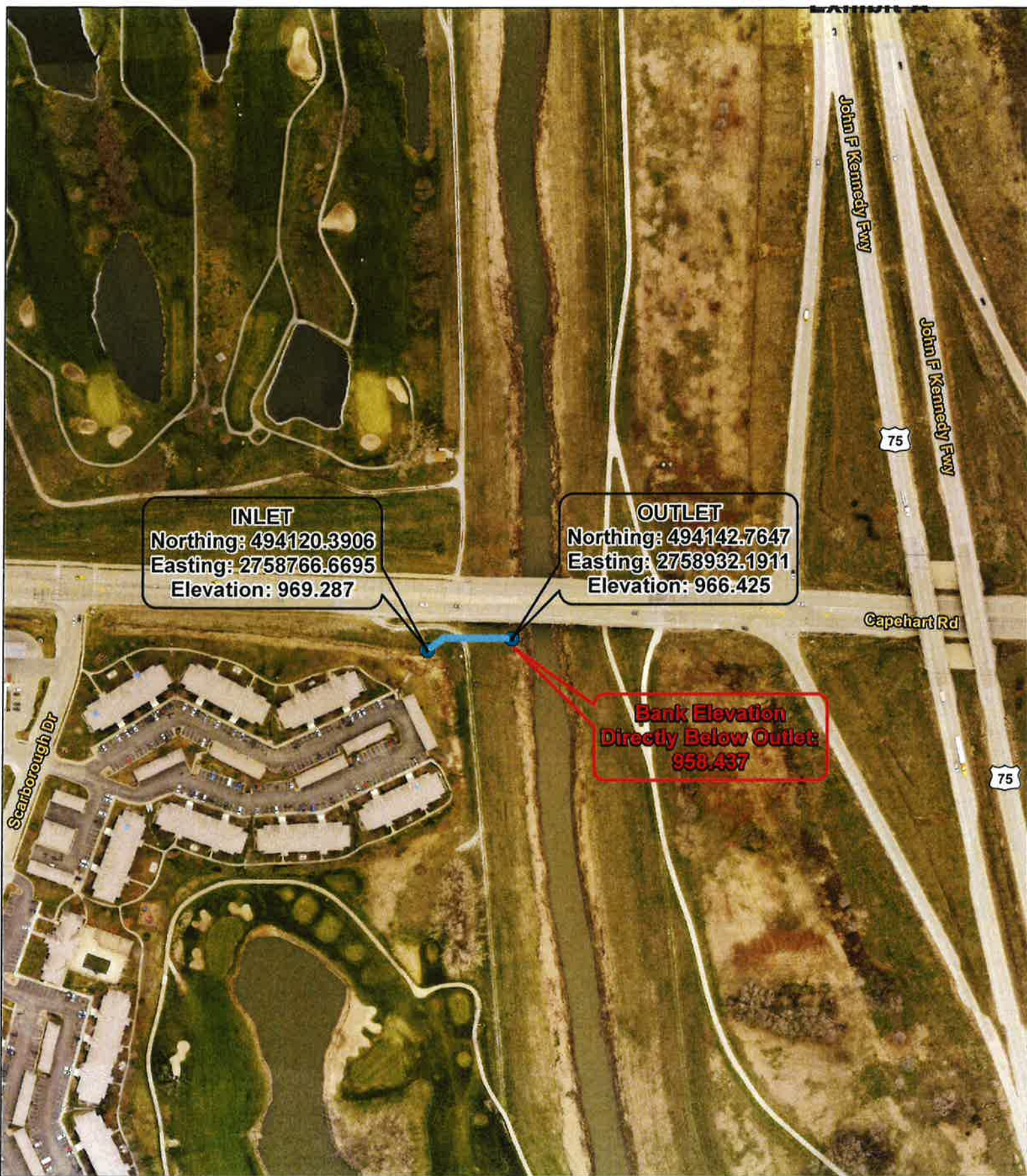
During a recent periodic inspection of channel and levee project culverts, the District has identified a culvert in the Big Papio Creek System (levee/channel projects) that needs to be repaired due to deficiencies, primarily with perforated flow line. This culvert appears to have been constructed as part of the Capehart Road facilities, which are maintained by the City of Bellevue. Enclosed is a location map that shows the culvert, which is located immediately downstream (south) of Capehart Rd and west of Hwy. 75.

The City of Bellevue has been contacted by District staff and Bellevue staff has acknowledged responsibility for this 36 inch diameter corrugated steel culvert (P-R21). Furthermore, they have agreed to reimburse the District for engineering, rights-of-way, permits, utility relocations and construction arising out the repairs of the City culvert. The District is responsible for making sure these culverts are maintained, due to Corps of Engineers PL 84-99 requirements for flood control projects.

Enclosed is a proposed interlocal agreement with the City of Bellevue to provide for City reimbursement of City owned culvert repairs. The agreement provides for reimbursement by the City for a total estimated amount of \$101,000. The design services are estimated to not exceed \$16,000 and the construction/repair cost is estimated to not to exceed \$85,000.

Management recommends that the Programs, Projects and Operations Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute for and on behalf of the District for the Big Papio Creek Levee Culvert Repair Project proposed Interlocal Cooperation Agreement with City of Bellevue, for an estimated City reimbursement of \$101,000, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

File: BP culverts PPO memo7_1_15



INLET
 Northing: 494120.3906
 Easting: 2758766.6695
 Elevation: 969.287

OUTLET
 Northing: 494142.7647
 Easting: 2758932.1911
 Elevation: 966.425

**Bank Elevation
 Directly Below Outlet:
 958.437**

Pipe Number: P-R21
36" CMP

Feet

0 150 300

**PAPIO-MISSOURI RIVER
 NATURAL
 RESOURCES
 DISTRICT**

8901 S. 154th Street
 Omaha, NE 68138-3621

PAPIO CREEK @ CAPEHART RD

RIGHT BANK OF CREEK

Location Map

Figure 1
 Date: 6/2/15

INTERLOCAL COOPERATION AGREEMENT

Between

THE CITY OF BELLEVUE, NEBRASKA

And

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

For

BIG PAPIO CREEK LEVEE CULVERT REPAIR PROJECT

THIS AGREEMENT (hereinafter "THIS AGREEMENT") is made by and between the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (the "NRD") and the **CITY OF BELLEVUE, NEBRASKA** (the "CITY"), pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1997, et seq.).

WHEREAS, a culvert owned by the CITY that extends through the NRD'S right bank Papio Creek Levee is in need of rehabilitation and repair;

WHEREAS, the culvert is referred to as P-R21 and is identified on the map marked Exhibit "A" that is attached hereto and incorporated herein (the "CULVERT");

WHEREAS, the NRD and the CITY desire to repair, rehabilitate and restore the CULVERT (the "PROJECT");

WHEREAS, the NRD intends to retain and compensate engineers (the "ENGINEERS") to design and engineer the PROJECT, and intends to retain and compensate one or more contractors ("CONTRACTOR") to perform the construction required for the PROJECT; and,

WHEREAS, the NRD desires to receive reimbursement from the CITY for the costs of the PROJECT.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants of parties hereinafter expressed, the parties hereby agree as follows:

1. **PROJECT BENEFITS.** The parties do hereby find and determine that the PROJECT will be of predominantly general benefit to the CITY and the NRD, with only an incidental special benefit.

2. **PROJECT PARTICIPANTS.** The PROJECT shall be undertaken without any separate entity being created, and the duties and responsibilities of the parties with respect to the PROJECT shall be as defined by THIS AGREEMENT.

3. **THE ENGINEERING CONTRACT.** The NRD shall enter into a professional services contract with ENGINEERS in the form as determined by the NRD pursuant to which the ENGINEERS shall undertake tasks including the preparation and administration of contract documents and the supervision and administration of the performance of construction services for the PROJECT. Said contract between ENGINEERS and NRD shall include a provision whereby the ENGINEERS are not to receive compensation in excess of Sixteen Thousand Dollars (\$16,000) for their services related to the PROJECT. The costs associated with the engineering contract shall be a cost of the PROJECT.

4. **CITY TECHNICAL ASSISTANCE.** The CITY shall provide technical assistance to the NRD and shall attend all necessary meetings regarding the PROJECT, as may be requested by the NRD.

5. **RIGHTS-OF-WAY ACQUISITION.** Lands, easements and rights-of-way, which the ENGINEERS and the NRD determine are necessary for the PROJECT or for the permanent operation, maintenance, repair, replacement, management and regulation of the PROJECT (the "PROJECT RIGHTS-OF-WAY"), shall be obtained by the NRD on behalf of the CITY.

6. **PERMITS.** All necessary local, state and federal permits, which the ENGINEERS or the NRD determine are necessary for the PROJECT or for the permanent operation, maintenance, repair, replacement, management and regulation of the PROJECT, shall be obtained by the NRD, which shall hold the same. The costs associated with the same shall be deemed a cost of the PROJECT.

7. **UTILITY RELOCATIONS.** The NRD shall be responsible for relocation of any utilities that are determined to interfere with the PROJECT, or with the operation, maintenance, repair, replacement, management or regulation of the PROJECT. The cost of such utility relocations shall be deemed to be a cost of the PROJECT.

8. **CONSTRUCTION CONTRACT FOR PROJECT.** Pursuant to the NRD's policies and practices, the NRD shall solicit competitive sealed bids for construction services necessary for the PROJECT pursuant to the contract documents prepared by the ENGINEERS and accepted by the NRD.

9. **COMPETITIVE BIDS.** Within a reasonable time after NRD receipt and opening of sealed bids for construction of the PROJECT, the NRD shall deliver a summary thereof to the CITY, together with the identification by the NRD of the bidder who or which the NRD determines is the lowest and most responsible bidder. The NRD shall accept such bid and shall award to such bidder the contract to construct the PROJECT. In the event, the lowest responsible bid is in excess of Eighty Five Thousand Dollars (\$85,000), the CITY may request that the PROJECT be redesigned or rebid, at the CITY'S cost and expense. The NRD, through the CONTRACTOR, shall perform the construction services for the PROJECT in accordance with the NRD-approved plans and specifications. The resulting contract shall constitute a cost of the PROJECT.

10. **CITY CONTRIBUTION.** For reimbursement of the aforesaid costs of the PROJECT, the CITY shall pay to the NRD one hundred-percent (100%) of the billings rendered to the NRD for the PROJECT ("PROJECT COSTS").

11. **PAYMENT OF REIMBURSEMENT FOR PROJECT COSTS.** Reimbursements pursuant to THIS AGREEMENT from the CITY to the NRD towards PROJECT COSTS shall be due within 45 days after receipt by the CITY of a written invoice itemizing the respective PROJECT COSTS. Said reimbursements shall not be due prior to October 1, 2015. In the event the NRD submits a written invoice to the CITY for reimbursement prior to October 1, 2015, that requested reimbursement shall be due within 45 days of October 1, 2015.

12. **OPERATION AND MAINTENANCE OF THE PROJECT.** After completion of PROJECT and NRD acceptance of the PROJECT from the CONTRACTOR

the CITY, at its own and sole cost and expense, shall permanently operate, maintain, repair, replace, manage and regulate the CULVERT, as the CITY determines necessary, and in accordance with applicable and generally-accepted engineering practices, FEMA regulations and requirements for continuation of flood insurance, and any applicable USACE requirements necessary to preserve the eligibility of PROJECT for benefits under the Public Law 84-99 maintenance program; and

13. RISK OF LOSS. The CITY shall have the insurable interest in, and shall bear the sole risk of loss of or damage to, the CULVERT and all components associated therewith, whether such loss or damage results from flood or other casualty whatsoever.

14. INDEMNIFICATION. The CITY shall defend and indemnify the NRD and hold the NRD harmless (1) from and against any and all claims, demands, causes of action, costs and expenses, including court costs and attorney fees, for personal injuries or property damages in whole or in part arising out of or relating to the PROJECT; and, (2) from and against all claims, demands, causes of action, costs and expenses, including without limitation costs of investigations, court costs and attorney fees, arising from the introduction or presence in or on any PROJECT RIGHTS-OF-WAY or CITY owned property of any material or substance listed, defined, designated or otherwise regulated as hazardous, toxic, radioactive or dangerous under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. Sections 9601-9675, or under any other federal, state or local law, rule, regulation, ordinance, code or order now in effect or hereafter enacted to protect the environment; and, (3) from and against any and all costs and expenses of clean-up and response with respect to any such materials or substances in or on any PROJECT RIGHTS-OF-WAY or CITY owned property, and also including without limitation, costs of any studies and investigations necessary to determine an appropriate response to any contamination on such property, but excepting costs and expenses relating to any such substances or materials introduced solely by the NRD or its employees.

15. EFFECTIVE DATE AND TERM. THIS AGREEMENT shall be in force and effect upon and after its execution by the parties hereto, and shall have permanent duration.

16. NON-DISCRIMINATION. The parties hereto shall not, in the performance of THIS AGREEMENT, discriminate or permit discrimination by any of its contractors in violation of federal or state laws or local ordinances because of race, disability, color, sex, age, political or religious opinions, affiliations or national origin.

17. DRUG FREE POLICY. Each party provides assurance that it has established and maintains a drug free workplace policy.

18. ENTIRE AGREEMENT. THIS AGREEMENT contains the entire agreement between the parties, and each party hereto agrees that neither the other party, nor any of the officers, agents, employees or contractors of the other party, have made any representations or promises with respect to the PROJECT not expressly contained herein.

19. APPLICABLE LAW. Each party to THIS AGREEMENT shall follow all applicable federal and state statutes and regulations in carrying out the faithful performance and terms of THIS AGREEMENT.

20. SEVERABILITY. In the event any portion of THIS AGREEMENT is held invalid or unenforceable for any reason, it is agreed that any such invalidity or unenforceability shall not affect the remainder of THIS AGREEMENT, 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 and enforceable.

21. CAPTIONS. Captions used in THIS AGREEMENT are for convenience and not for use in the construction of THIS AGREEMENT.

22. INTERLOCAL COOPERATION ACT PROVISIONS. THIS AGREEMENT shall not create any separate legal or administrative entities. It shall be administered jointly by the parties, through one representative to be designated by and on behalf of each party. Each party shall separately finance and budget its own duties and functions under THIS AGREEMENT. There shall be no jointly held property as a result of THIS AGREEMENT. THIS AGREEMENT shall terminate upon completion of the work contemplated by THIS AGREEMENT, unless the parties consent in writing to an earlier

termination. Upon terminations, each party shall retain ownership of the property it owns at the time of termination. THIS AGREEMENT does not authorize the levying, collecting or accounting of any tax.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT, on the respective dates hereinafter indicated, pursuant to authorizing resolutions duly adopted at regularly-called meetings of their governing bodies.

The CITY has executed THIS AGREEMENT on _____, 2015.

THE CITY OF BELLEVUE

By _____

RITA SANDERS, Mayor

Attest:

City Clerk

The NRD has executed THIS AGREEMENT on _____, 2015.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____
JOHN WINKLER, General Manager

[SIGNATURE PAGE OF INTERLOCAL COOPERATION AGREEMENT FOR
DRAINAGE STRUCTURE REPAIR FOR
BIG PAPIO CREEK/LEVEE CHANNEL PROJECT]



Preliminary Cost Estimate

P-R21

Item Number	Item Description	Quantity	Unit	Unit Cost	Total
1	Mobilization	1	LS	\$4,000.00	\$4,000.00
2	Dewatering & Pipe Cleaning	1	LS	\$2,000.00	\$2,000.00
3	Remove 36" Dia CMP	32	LF	\$25.00	\$800.00
4	Remove 36" Dia Flap Gate	1	EA	\$400.00	\$400.00
5	Remove and Replace Side Embankment for HDPE Placement	50	CY	\$12.00	\$600.00
6	36" Dia CMP Fitting	1	EA	\$400.00	\$400.00
7	36" Dia CMP	40	LF	\$80.00	\$3,200.00
8	36" Dia CMP Flared End Section	1	EA	\$750.00	\$750.00
9	30" Dia HDPE Sliplining w/Grout	152	LF	\$245.00	\$37,240.00
10	36" Dia Flap Gate	1	EA	\$2,800.00	\$2,800.00
11	Timber Pile Penetration Support	1	EA	\$2,900.00	\$2,900.00
12	Embankment for Scour Repair	90	CY	\$12.00	\$1,080.00
13	Type C Rip Rap with Filter Fabric	60	TON	\$60.00	\$3,600.00
14	Seeding	1	AC	\$700.00	\$700.00
				Sub-Total	\$60,470.00
				Contingency @ 25%	\$15,117.50
				Opinion of Construction Costs	\$75,587.50
				Engineering Planning and Permitting @ 20%	\$15,117.50
				Total	\$90,705.00



Papillion Creek Levee Culvert Project - P-R21
Papio-Missouri River Natural Resources District
Sarpy County, NE
FYRA Project No. 001-14-05

FYRA Engineering									LakeTech		
Proj Manager	Sr Engineer	Prj Engineer	Prj Engineer	El	Intern	Clerical	Scientist				
Rogers	\$135	\$185	\$110	\$95	\$85	\$65	\$65	\$90			
Sotsek											
Gregalunas											
McCready											
Jones											
Kelley											
Bosley											
Mohr											

Tasks														Expenses	Total
Project Management															
Client Meeting	1													\$20	
Monthly Invoicing & Project/Schedule Update (3 months)	3					6									
USACE Levee Safety Coordination Meetings	1										2			\$20	
USACE Regulatory Coordination Meetings	1														
City of Bellevue Coordination Meeting (1 meeting)	2														
Project Team QA/QC	3		3											\$40	\$3,130
Project Management Task Total	\$1,080	\$1,110	\$330	\$0	\$0	\$390	\$180	\$90							
Preliminary Design															
Penetration, Utilities, Site Investigation and Survey ³	1				5	5								\$350	
Hydraulic Analysis	1				4	4								\$10	
Preliminary Plan and Profiles	4	1			5	10									
Preliminary Cost Estimate	1				2									\$360	\$4,085
Preliminary Design Task Total	\$945	\$185	\$0	\$0	\$1,360	\$1,235	\$0	\$0	\$1,080	\$0					
Permitting															
Wetland Delineation/Ordinary High Water Mark Field Work and Reporting	3								6						
408 Permitting/PL 84-99 Approvals	1														
Regulatory Permitting	1				2										
City of Omaha/NPDES/Stormwater Permits	1							2						\$0	\$1,925
Permitting Task Total	\$675	\$0	\$0	\$0	\$170	\$0	\$0	\$1,080	\$0						
Final Design															
Final Hydraulic Analysis	1				2										
Final Opinion of Probable Costs	1				1										
Construction Documents and Specifications	2	1			5	4									
Final Design Task Total	\$540	\$185	\$0	\$0	\$680	\$260	\$0	\$0	\$0	\$0				\$0	\$1,665
Construction															
Pre-Bid Coordination and Meeting	1	1													
Project Bidding	1														
Pre-Construction Meeting	1			1										\$50	
Construction Observation	2			12											
Construction Reporting	2			4											
Final Walkthrough	1	1		2										\$100	
As-Built Data	2			2											
As-Built Drawings	2			2											
O&M Modifications and Submittal	1			2										\$150	\$4,290
Construction Design Task Total	\$945	\$370	\$0	\$2,185	\$510	\$130	\$0	\$0	\$0	\$150					
Subtotal Hours	31	10	3	23	32	25	6	14							
Subtotal Costs	\$4,185	\$1,850	\$330	\$2,185	\$2,720	\$1,625	\$390	\$1,260	\$550					\$550	\$15,095