

14/000614

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN THE INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN SARPY COUNTY AND SANITARY AND IMPROVEMENT DISTRICT 293 (Ashbury Farm) FOR ROAD IMPROVEMENTS TO 120TH STREET, (South of Hwy 370)

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, general supervision and control of the public roads of each county is vested in the County Board by virtue of Neb. Rev. Stat. §39-1402 (Reissue 2012); and,

WHEREAS, pursuant to Neb. Rev. Stat. §13-801, *et seq.*, (Reissue 2012), an Interlocal Cooperation Act Agreement has been proposed between Sanitary and Improvement District 293 and Sarpy County for allocation of the cost of certain road improvements to portions of 120th Street, (South of Highway 370) as further outlined in said Agreement; and,

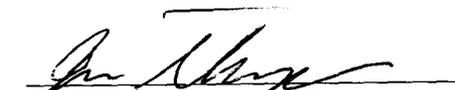
WHEREAS, it is in the best interests of the residents of Sarpy County to participate in said Interlocal Cooperation Agreement, a copy of which is attached hereto and incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that this Board hereby approves and adopts the attached Interlocal Cooperation Agreement.

BE IT FURTHER RESOLVED that the Chair and Clerk are hereby authorized to execute said Agreement on behalf of Sarpy County, Nebraska and they in addition to the County Public Works Director (or his designee) are authorized to take such other actions as may be necessary under the terms of said Agreement.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the

22nd day of April, 2014.


Sarpy County Board Chairman

Attest
SEAL 

County Clerk

INTERLOCAL COOPERATION AGREEMENT
(120th Street Improvements – South of Highway 370)

This INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between COUNTY OF SARPY, in the State of Nebraska (hereinafter referred to as "County") and SANITARY AND IMPROVEMENT DISTRICT NO. 293 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID 293").

PRELIMINARY STATEMENT

SID 293 is presently undertaking the development of the real property legally described as Ashbury Farm which is generally located between 120th Street and 126th Street, south of Highway 370 in Sarpy County, Nebraska.

Pursuant to the Interlocal Cooperation Act, Section 23-2201, et seq., the County and SID 293 are 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 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 interests and would be mutually advantageous to the County and SID 293 to improve at this time, pursuant to this Agreement, those portions of 120th Street, south of Highway 370 shown on the site plan (the "Site Plan") attached hereto as Exhibit "A" and incorporated herein by this reference. Such improvements shall include, without limitation, relocation of utilities, storm sewers and other drainage facilities, paving and related improvements, as more particularly described within the schedule of estimated cost summary from Lamp, Rynearson & Associates, Inc., engineers for SID 293, entitled Ashbury Farms Phase 1, 120TH STREET - Interlocal Agreement - dated 4/15/2014, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, hereinafter referred to as the "Improvements." The Improvements will be bid in the same project in which SID 293 constructs deceleration lanes on Highway 370, but it is understood that the County shall not be required to share in the costs of such deceleration lanes. Said attachments are intended to show only a basic description of the work and the costs presently estimated and may be revised from time to time.

NOW, THEREFORE, in consideration of the covenants herein set forth, the County and SID 293 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.
2. Plans and Design. SID 293 has contracted Lamp, Rynearson & Associates, Inc., registered engineers in the State of Nebraska ("Engineers"), for the preparation of plans and specifications for the construction of the Improvements. The final plans and specifications shall be reviewed and approved by each of the parties hereto.

3. Construction. SID 293 agrees to cause the Improvements to be constructed and bid in accordance with the plans and specifications approved by the parties hereto in accordance with Paragraph 2. During the course of the construction of the Improvements, the County and SID 293 may at any time cause inspection of the work to insure compliance with the final plans and specifications.

4. Payment of Costs of Improvements. The estimated costs for the Improvements and proportionate shares of the cost are as shown on the attached Exhibit "B." The County's share of the cost is estimated to be Two Hundred Seventy-six Thousand One Hundred Eighty and 93/100 Dollars (\$276,180.93). The County's share of the cost shall exclude legal, fiscal, and interest costs. Periodic payment for the actual costs of the Improvements shall be made by SID 293. The County shall be billed for its portion of the cost of the Improvements within sixty (60) days after the issuance of the engineering Certificate of Completion.

5. Purpose of Agreement; Timing of Work. It is the mutual desire and intention of the parties that the Improvements shall be completed as expeditiously as possible. 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 all of the Improvements contemplated by this Agreement. No separate legal or administrative entity will be created hereunder. Existing Agents of the respective parties will complete the terms of this contract.

6. Records. SID 293 shall maintain records of all construction costs incurred by SID 293 in connection with the Improvements and the County and SID 293 shall have the right to audit and review such records at any time to assure that such records are accurate.

7. Duration. This Agreement shall continue until such time as the Improvements to be performed by the County pursuant to this Agreement have been completed and paid for, unless this Agreement is terminated sooner by the written agreement of all parties hereto.

8. Appointment of Administrators. The Sarpy County Engineer or his designee shall administer this contract on behalf of the County. Lamp, Ryneerson & Associates, Inc. shall administer this contract on behalf of SID 293. The parties hereto agree that the County shall serve as the lead agency for the said Improvements.

9. Maintenance. 120th Street through the development shall be maintained by SID 293.

10. Entire Agreement. 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. Nebraska law shall govern the terms and performances under this Agreement.

11. Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1122, each party agrees that it nor any of its 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. Choice of Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.

13. 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.

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

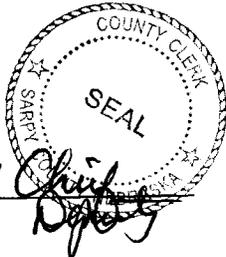
15. Severability. In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of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

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 duplicate on the dates indicated with the signatures below.

Executed by County this 22nd day of April, 2014.

ATTEST:

Renee Loutman
County Clerk



THE COUNTY OF SARPY, NEBRASKA

By [Signature]
Chairman, Sarpy County Board of Commissioners

APPROVED AS TO FORM:

[Signature]
Deputy County Attorney

Approved by SID 293 this 28 day of April, 2014.

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT
NO. 293 OF SARPY COUNTY, NEBRASKA

Doris J. Nicholson
Clerk

By Arnold Longo
Chairman

120TH STREET - Interlocal Agreement - Exhibit B

(04/15/2014)



Assumptions/Comments:

120th Street from Hwy 370 south to the south property line.
 Excludes the entrances to the residential lots and Clark Property.
 Excludes the Hwy 370 Deceleration Lane.
 Excludes sidewalk/trail

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
PAVING				
1. 7" CONCRETE PAVEMENT - TYPE L65	14,270	SY	\$25.55	\$364,598.50
2. COMMON EARTH EXCAVATION	4,757	CY	\$2.17	\$10,321.97
3. FAULTY SUBGRADE - REMOVE AND REPLACE	500	CY	\$12.83	\$6,415.00
4. CONSTRUCT CURB INLET	8	EA	\$2,977.70	\$23,821.60
5. MEDIAN SURFACING	2100	SF	\$7.01	\$14,721.00
6. CONSTRUCT TEMPORARY CURB AND GUTTER	79	LF	\$20.81	\$1,643.99
ADJUST MANHOLE TO GRADE				
7. (1 SAN)	1	EA	\$204.54	\$204.54
8. CONSTRUCT EXTERNAL FRAME SEAL	1	EA	\$451.79	\$451.79
9. CONCRETE HEADER	32	LF	\$13.70	\$438.40
10. CONSTRUCT CUSTOM BARRICADE	1	EA	\$2,245.85	\$2,245.85
4" WHITE, PREFORMED PLASTIC PAVEMENT MARKING, TYPE 4, GROOVED	700	LF	\$3.89	\$2,723.00
8" WHITE, PREFORMED PLASTIC PAVEMENT MARKING, TYPE 4, GROOVED	350	LF	\$7.79	\$2,726.50
12" WHITE, PERMANENT PAVEMENT MARKING PAINT	100	LF	\$2.09	\$209.00
4" WHITE, PERMANENT PAVEMENT MARKING PAINT	3,300	LF	\$0.43	\$1,419.00
JET EXISTING SEWER	850	LF	\$0.97	\$824.50
SEEDING - TYPE "TEMPORARY SEED MIX"	3	AC	\$550.00	\$1,650.00
CHANGE ORDER NO. 1				
17. 9" CONCRETE PAVEMENT - TYPE L65 (COST INCREASE FROM 7" TO 9")	4,100	SY	\$5.61	\$23,001.00
18. DRILL AND GROUT 1" X 18" DOWEL BARS @ 12" O.C.	50	EA	\$15.00	\$750.00
19. FLYASH SUBGRADE STABILIZATION (CLASS C)	4,653	SY	\$14.60	\$67,933.80
20. CONTINGENCY (PAVING)	7.5%			\$39,457.46
STORM SEWER				
1. CONSTRUCT 18" R.C.P., CLASS III	325	LF	\$21.93	\$7,127.25
2. CONSTRUCT 24" R.C.P., CLASS III	225	LF	\$28.52	\$6,417.00
3. CONSTRUCT 30" R.C.P., CLASS III	290	LF	\$37.75	\$10,947.50
4. CONSTRUCT 42" R.C.P., D(0.01) = 1,350	255	LF	\$67.85	\$17,301.75
5. CONSTRUCT 48" R.C.P., D(0.01) = 1,350	100	LF	\$80.78	\$8,078.00
6. CONSTRUCT 60" R.C.P., D(0.01) = 1,350	200	LF	\$120.30	\$24,060.00
7. CONSTRUCT 6" V.F.	6	VF	\$357.02	\$2,142.12
8. CONSTRUCT 54" I.D. MANHOLE (1 EA)	10	VF	\$427.49	\$4,274.90
9. CONSTRUCT 72" I.D. MANHOLE (1 EA)	2	EA	\$243.77	\$487.54
10. CONSTRUCT MANHOLE RING COLLAR	325	LF	\$3.22	\$1,046.50
11. CONSTRUCT 18" PIPE BEDDING	225	LF	\$4.15	\$933.75
12. CONSTRUCT 24" PIPE BEDDING	290	LF	\$5.17	\$1,499.30
13. CONSTRUCT 30" PIPE BEDDING	255	LF	\$7.42	\$1,892.10
14. CONSTRUCT 42" PIPE BEDDING	100	LF	\$8.67	\$867.00
15. CONSTRUCT 48" PIPE BEDDING	200	LF	\$11.38	\$2,276.00
16. CONSTRUCT 60" PIPE BEDDING	2	EA	\$2,827.76	\$5,655.52
17. CONSTRUCT 60" R.C. FLARED END SECTION W/BAR GRATE	2	EA	\$616.59	\$1,233.18
18. CONSTRUCT TEMPORARY 15" HDPE INLET DIVERSION	45	CY	\$233.28	\$10,497.60
19. CONSTRUCT GABION AND REVET MATTRESS	200	TON	\$39.34	\$7,868.00
20. CONTINGENCY (STORM SEWER)	4%			\$4,584.20

Estimated Construction Costs: \$684,746.10

Estimated Soft Costs

Engineering Design, Construction		
21.00%	Admin, Geotechnical & Testing	\$143,796.68
5.00%	Legal:	\$34,237.31
5.00%	Fiscal:	\$43,139.00
7.00%	Interest:	\$47,560.75
⑨ Duration (Months)		

Total Estimated Soft Costs: 39% **\$268,733.74**

Total Estimated Costs: **\$953,479.85**

Estimated 1/3 Sarpy County Contribution \$228,248.70

1/3 Estimated Construction Costs: \$228,248.70
 1/3 Estimated Soft Costs:

Engineering Design, Construction		
	Admin, Geotechnical & Testing	\$47,932.23

Total Estimated Soft Costs: **\$47,932.23**

Total Estimated Costs Sarpy County: **\$276,180.93**

NO.	DESCRIPTION	DATE	BY
1	ASBURY FARM - STORM SEWER & PAVING	4/15/2014	MM
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

