## AMENDMENT TO INTERLOCAL COOPERATIVE AGREEMENT

## FOR IMPROVEMENTS TO ROADS AND STREETS IN AND AROUND GRAND ISLAND, NEBASKA

# BY AND BETWEEN THE CITY OF GRAND ISLAND, NEBRASKA AND THE COUNTY OF HALL, NEBRASKA

THIS AMENDMENT is made and entered into by and between the City of Grand Island, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "City", and the County of Hall, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "County", WITNESSTH:

WHEREAS, the City and the County entered into an interlocal agreement for asphalt resurfacing projects in and around Grand Island as executed by the City on February 21, 2017 and by the County on February 28, 2017; and

WHEREAS, the parties desire to amend this interlocal agreement to add a resurfacing project on Stolley Park Road between Engleman Road and North Road to the interlocal agreement.

NOW, THEREFORE, in consideration of these facts, the parties hereto mutually covenant and agree as follows for the resurfacing work on Stolley Park Road:

- 1) Scope of the Stolley Park resurfacing Project: This amendment to the interlocal agreement is for the asphaltic concrete resurfacing on the following roads or streets (see Exhibit "A"):
  - a) Stolley Park Road between Engleman Road and North Road (1.00 mile)

#### 2) The Stolley Park Road project cost will include:

- a) Preliminary, design and construction engineering costs.
- b) Actual quantities of materials used at contract unit prices for the contractor under contract with the County to resurface the roadway.
- c) Building earth shoulders and performing seeding of disturbed earth (as needed).
- d) Placing pavement markings on the new asphaltic concrete surface.
- e) The estimated costs for the Stolley Park Road project is detailed on exhibit B.
- f) The city's share of the costs for the resurfacing on Stolley Park Road under this amendment to the agreement shall be a credit towards the County's costs for the resurfacing work performed under the original agreement.

#### 3) County's Obligations

The County shall be responsible for the following with respect to the Stolley Park Road project:

- a) Performing preliminary, design and construction engineering services for the Stolley Park Road project.
- b) Prepare plans and bid specifications for the Stolley Park Road project following the required bidding practices and requirements of law.
- Enter into a contract with a contractor to perform the asphaltic concrete resurfacing work.
- d) Tracking costs of the Stolley Park Road project and preparing an itemized accounting of the City's share of the Stolley Park Road project costs.
- e) If any work on the Stolley Park Road project is performed by the City of Grand Island within the limits of the County's responsibility, the cost of that work shall count towards the City's share of the Stolley Park Road project cost.

#### 4) City's Obligations:

The City shall be responsible for the following with respect to the Stolley Park Road project:

- a) Administrative duties and costs associated with resurfacing Stolley Park Road between Engleman Road and North Road (1.00 mile)
- b) The City of Grand Island Public Works Director shall concur in the award of the construction contract.
- c) Upon completion of the work and submittal of an itemized statement from the County, the City will credit the County for the City's share of the Stolley Park Road project costs towards the County's share of projects resurfaced under the original interlocal agreement.
- d) If any work on the Stolley Park Road project is performed by the County within the limits of the City of Grand Island's responsibility, the cost of that work shall count towards the County's share of the Stolley Park Road project cost.

**NOW THEREFORE**, in consideration of the covenants and obligations contained herein, Hall County and the City of Grand Island duly execute this amendment to the interlocal agreement.

CITY OF GRAND ISLAND

COUNTY OF HALL

| Executed this | ath _    | IMM. |        |
|---------------|----------|------|--------|
| Executed this | day of _ | ruy  | , 2017 |

By: Jereny L. Jensen, Mayor

RaNae Edwards, City Clerk
City of Grand Island

Executed this 30 day of //a

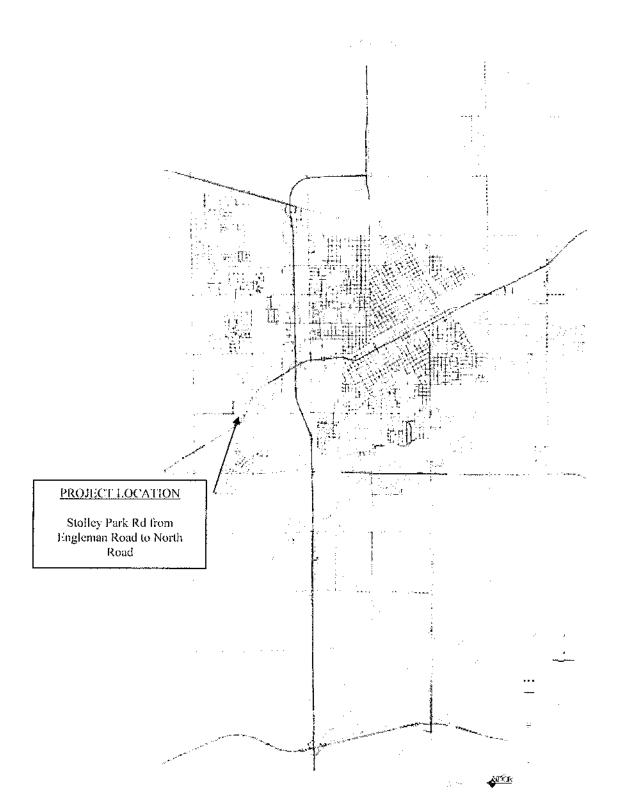
Par O. Edmand

Pamela E. Lancaster, Chair Hall County Board of Supervisors

Attest: Marla Conley, County Clerk

County of Hall

### Amendment to Interlocal Agreement



COUNTY OF HALL 2017 ASPHALT RESURFACING

COUNTY/CITY COST BREAKDOWN

COUNTY ROAD MILE 29-H

|                             | BASE BID      | % CITY | CITY CC      | ST    | % CITY CITY COST % COUNTY COST | COUNT    | r cost    |
|-----------------------------|---------------|--------|--------------|-------|--------------------------------|----------|-----------|
|                             |               |        |              |       |                                |          |           |
| Stolley Park Road; Engleman |               |        |              |       |                                |          |           |
| Rd to US Hwy 30             | \$ 100,020.00 | 20%    | \$ 50,010.00 | 10.00 | 20%                            | <b>€</b> | 50,010.00 |

EXHIBIT "B"

50,010.00