

**AMENDMENT TO
INTERLOCAL COOPERATIVE AGREEMENT
FOR IMPROVEMENTS TO ROADS AND STREETS
IN AND AROUND GRAND ISLAND, NEBRASKA**

**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 28, 2017 and by the County on February 21, 2017; and

WHEREAS, the City and the County entered into an amendment to the original interlocal agreement for asphalt resurfacing projects in and around Grand Island as executed by the City on May 9, 2017 and by the County on May 30, 2017; and

WHEREAS, the parties desire to amend this interlocal agreement to add a resurfacing project on Shady Bend Road between Capital Avenue and Airport 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 Shady Bend Road:

- 1) **Scope of the Shady Bend Road resurfacing Project:** This amendment to the interlocal agreement is for the asphaltic concrete resurfacing on the following roads or streets (see Exhibit "A"):
 - a) Shady Bend Road between Capital Avenue and Airport Road (1.00 mile)
- 2) **The Shady Bend 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 Shady Bend Road project is detailed on exhibit B.
 - f) The city's share of the costs for the resurfacing on Shady Bend 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 Shady Bend Road project:

- a) Performing preliminary, design and construction engineering services for the Shady Bend Road project.
- b) Prepare plans and bid specifications for the Shady Bend Road project following the required bidding practices and requirements of law.
- c) Enter into a contract with a contractor to perform the asphaltic concrete resurfacing work.
- d) Tracking costs of the Shady Bend Road project and preparing an itemized accounting of the City's share of the Shady Bend Road project costs.
- e) If any work on the Shady Bend 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 Shady Bend Road project cost.

4) City's Obligations:

The City shall be responsible for the following with respect to the Shady Bend Road project:

- a) Administrative duties and costs associated with resurfacing Shady Bend Road between Capital Avenue and Airport 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 Shady Bend Road project costs towards the County's share of projects resurfaced under the original interlocal agreement.
- d) If any work on the Shady Bend 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 Shady Bend project cost.

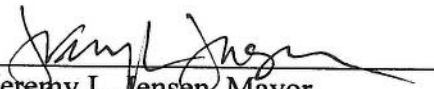
NOW THEREFORE, in consideration of the covenants and obligations contained herein, Hall County and the City of Grand Island duly execute this amendment to the interlocal agreement.

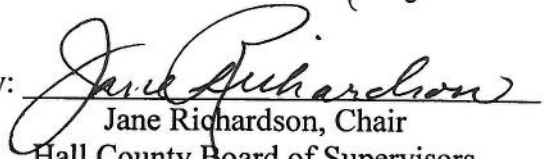
CITY OF GRAND ISLAND


COUNTY OF HALL


Executed this 8th day of MAY, 2018.

Executed this 8th day of May, 2018.

By: 
Jeremy L. Jensen, Mayor
City of Grand Island

By: 
Jane Richardson, Chair
Hall County Board of Supervisors

Attest: 
RaNae Edwards, City Clerk
City of Grand Island

Attest: 
Marla Conley, County Clerk
County of Hall

**COUNTY OF HALL
2018 ASPHALT RESURFACING**

COUNTY/CITY COST BREAKDOWN

Shady Bend Road; Capital Avenue to Airport Road
COUNTY ROAD MILE 4S

| | BASE BID | % CITY | CITY COST | % COUNTY | COUNTY COST |
|--|---------------|---------|--------------|----------|--------------|
| Mobilization | \$ 2,500.00 | 20.00% | \$ 500.00 | 80.00% | \$ 2,000.00 |
| Cold Milling, Class 1 (STA 72+54 to STA 105+51) (approximately 3/4" to 1" and yields 360 to 480 tons of millings) | \$ 10,470.00 | 100.00% | \$ 10,470.00 | 0.00% | \$ - |
| Asphaltic Concrete for Drag Course (Mix Type determined by Contractor) (1" thick with AC PG 64-22 or equivalent as subsidiary) | \$ 35,939.70 | 62.69% | \$ 22,530.60 | 37.31% | \$ 13,409.10 |
| Asphaltic Concrete, Type "SPR" at 2" thick (AC PG 64-34 is subsidiary) | \$ 71,604.00 | 62.69% | \$ 44,888.55 | 37.31% | \$ 26,715.45 |
| Asphaltic Concrete for Intersections (Asphalt Binder is subsidiary) (Mix & AC Binder is determined by Contractor) | \$ 1,822.80 | 62.69% | \$ 1,142.71 | 37.31% | \$ 680.09 |
| Emulsified Asphalt for Tack Coat (0.10 & 0.08 gallons per square yard) | \$ 3,000.00 | 62.69% | \$ 1,880.70 | 37.31% | \$ 1,119.30 |
| | \$ 125,336.50 | | \$ 81,412.56 | | \$ 43,923.94 |

EXHIBIT "B"