

INTERLOCAL COOPERATIVE AGREEMENT

FOR IMPROVEMENTS TO ROADS AND STREETS IN AND AROUND GRAND ISLAND, NEBRASKA

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

THIS AGREEMENT is made and entered into by and between 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", and 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", WITNESSTH:

WHEREAS, the Interlocal Cooperation Act, NEB. REV. STAT. § 13-801, *et seq.* provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, the Interlocal Cooperation Act further provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the County and the City wish to enter into this interlocal agreement for a joint asphaltic concrete resurfacing project and chip seal project on roads and streets in and near the City because of the anticipated cost savings attainable through using a single bidding process and efficiencies of planning and construction with the county and city sharing in the costs and responsibilities as set forth in this agreement in conjunction with the City's annual asphaltic concrete resurfacing and chip seal programs.

NOW, THEREFORE, in consideration of these facts, the parties hereto mutually covenant and agree as follows:

1) Scope of the Project:

a) Asphaltic concrete resurfacing on the following roads or streets (see Attachment “A”):

1. Schimmer Drive between North Road and Blaine Street (2.04 miles)
2. Blaine Street between Schimmer Drive and US Highway 34 (0.98 miles)

b) Chip seal on the following roads or streets (see Attachment “B”):

1. Shady Bend Road between approximately 300 feet south of Burlington Northern Railroad Right-of-Way and Union Pacific Railroad; excluding concrete roadway segments north and south of US Highway 30 (1.60 miles).

2) The project cost will include:

- a) Preliminary engineering and construction engineering costs.
- b) Actual quantities of materials used at contract unit prices for the contractor under contract with the City of Grand Island to resurface/chip seal the roadway.
- c) Patching the roadway in advance of the asphaltic concrete resurfacing.
- d) Building earth shoulders and performing seeding of disturbed earth (as needed).
- e) Placing pavement markings on the new asphaltic concrete/chip seal surfaces.
- f) Railroad Coordination
- g) The estimated costs for the individual segments of the project are detailed on attachment C.

3) City’s Obligations

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

- a) Performing preliminary engineering and construction engineering services for the projects.
- b) Prepare plans and bid specifications for the projects following the required bidding practices and requirements of law.
- c) Enter into a contract with a contractors to perform the asphaltic concrete resurfacing work and chip seal work.
- d) Tracking costs of the projects and preparing an itemized bill for the County’s share of the project costs.
- e) Administrative duties and costs associated with resurfacing within the Union Pacific Railroad Right-of-Way on Engleman Road.
- f) Administrative duties and costs associated with resurfacing within the Union Pacific Railroad Right-of-Way on Husker Highway.
- g) Administrative duties and costs associated with resurfacing with the Union Pacific Railroad Spur Link Right-of-Way on Schimmer Drive.

- h) If any work on the project is performed by Hall County within the limits of the City of Grand Island's responsibility, the cost of that work shall count towards Hall County's share of the project cost.

4) County's Obligations:

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

- a) The Hall County Public Works Director shall concur in the award of the construction contract.
- b) Upon completion of the work and submittal of an itemized bill from Grand Island, Hall County will make payments to the City of Grand Island for the County's share of the project costs.
- c) If any work on the project is performed by the City of Grand Island within the limits of Hall County's responsibility, the cost of that work shall count towards the City's share of the project cost.

- 5) Governance:** This agreement shall be co-governed by the Hall County Public Works Director and the Public Works Director for the City of Grand Island.

- 6) Indemnification.** Each party hereto agrees to indemnify and hold harmless the other party from and against all losses, liability, expenses, damages and claims, including attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions in performing under this agreement, except to the extent caused by negligent or willful act or omission of the other party. Each party agrees to provide liability insurance to indemnify itself in the event that it becomes liable for the payment of a judgment based upon its acts or omissions, or the acts or omissions of its agents or employees in performing this agreement.

- 7) Modification:** This agreement may be modified by written agreement of the Parties.

- 8) No Separate Entity:** There shall be no separate legal entity created through this interlocal cooperative agreement.

- 9) Finances:** This agreement shall be financed by the funds available to the parties hereto with both government entities assuring each other that each has fiscal capacity and authority to enter into and carry out this interlocal agreement.

- 10) Further Agreements:** Each Party hereto shall be responsible for the maintenance of its portion of the roads or streets following completion of the project.

11) **Term and Duration:** This agreement shall become effective on the date that the second party executes the agreement and shall continue in force and remain binding through completion of the project or until either party terminates the agreement upon a 90 day written notice to the other party.

12) **Provision of Assistance:** Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

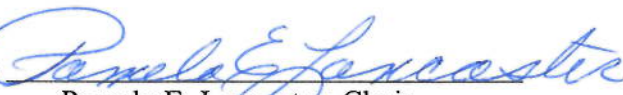
NOW THEREFORE, in consideration of the covenants and obligations contained herein, Hall County and the City of Grand Island duly execute this agreement.

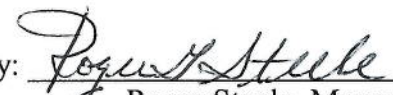
HALL COUNTY

CITY OF GRAND ISLAND


Executed this 3 day of March, 2020.

Executed this 24th day of March, 2020.

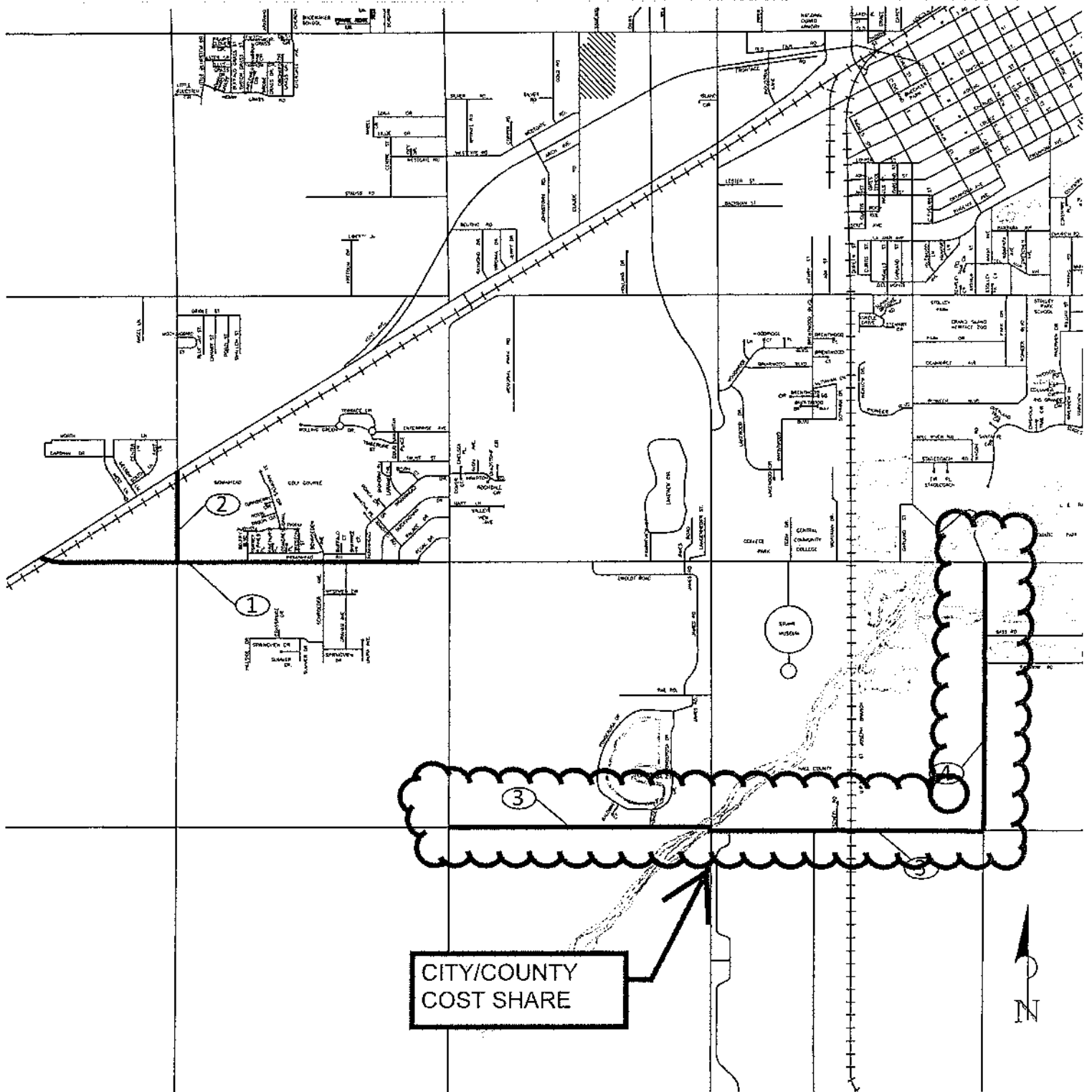
By: 
Pamela E. Lancaster, Chair
Hall County Board of Supervisors

By: 
Roger Steele, Mayor
City of Grand Island, Nebraska

Attest: 
Marla Conley
Hall County Clerk

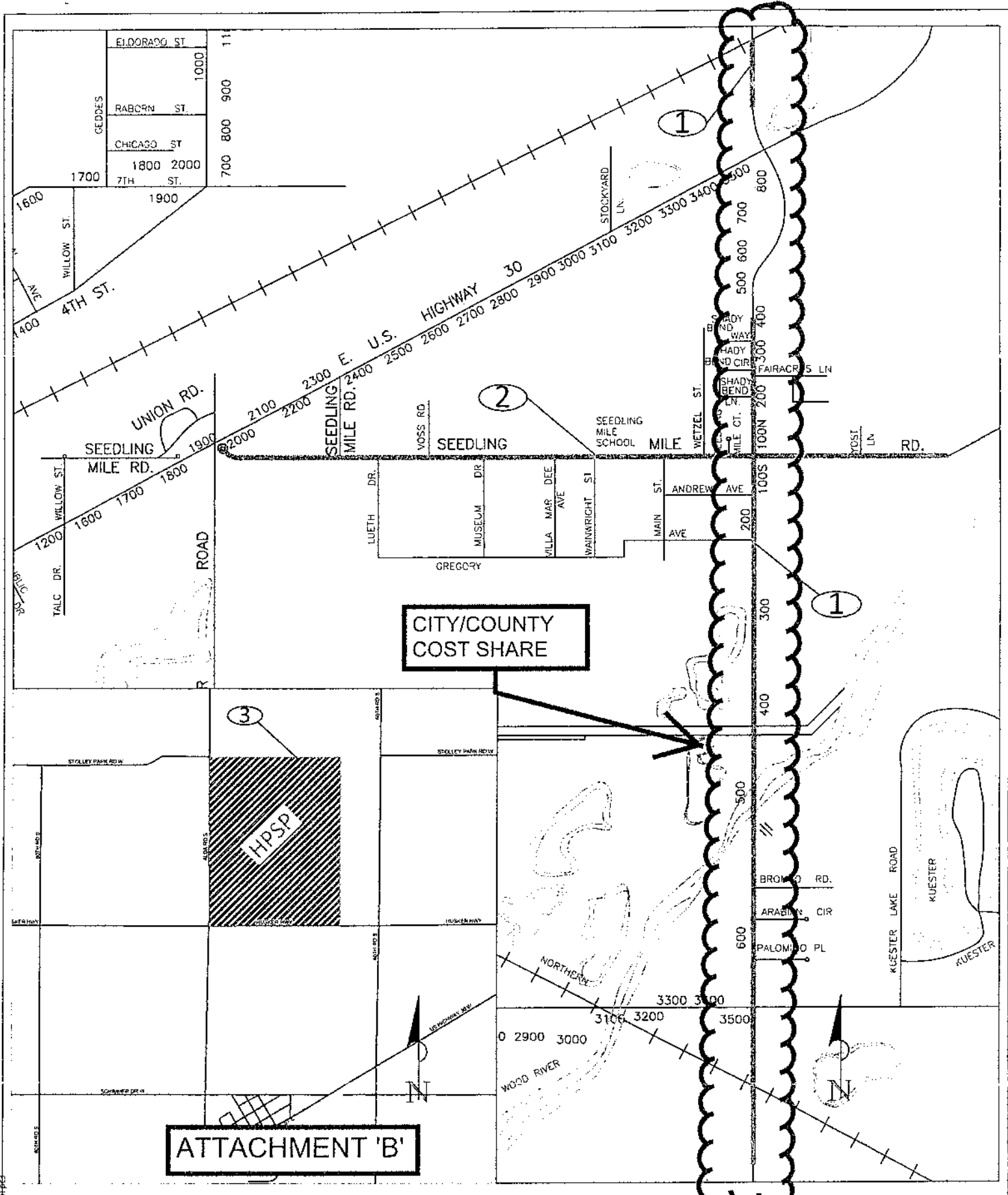
Attest: 
RaNae Edwards, City Clerk
City of Grand Island


Interim City Attorney
3/20/2020



- SECTION 1 -- HUSKER HWY - US Highway 30 to Regal Drive
- SECTION 2 -- ENGLEMAN ROAD - Husker Highway to US Highway 30
- SECTION 3 -- SCHIMMER ROAD - North Rd to Blaine Street
- SECTION 4 -- BLAINE STREET - Schimmer Road to US Highway 30

ATTACHMENT 'A'



ATTACHMENT 'B'

**CITY/COUNTY
COST SHARE**

HPSP

DWG: J:\PAVING\PROJECT\CAPE, CHIP & FOG SEAL PROJECTS\CHIP SEAL PROJECTS\2020 CHIP SEAL PROJECT\PLAN DRAWINGS\MASTER XREFS\2020-CS-1.DWG 2/17/2020 4:50:43 PM

CHIP SEAL PROJECT 2020-CS-1

- SECTION #1 — SHADY BEND RD. - 300' SOUTH OF BNSF TRACKS TO UPRR TRACKS
- SECTION #2 — SEEDLING MILE RD. CUL-DE-SAC EAST TO CITY LIMITS
- SECTION #3 — HEARTLAND PUBLIC SHOOTING PARK ENTRANCE DRIVE

**CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT**

CITY OF GRAND ISLAND						
2020-AC-1						
CITY/COUNTY COST BREAKDOWN - ESTIMATE OF COST						
SECTION	ROADWAY	BID ESTIMATE	% CITY	CITY COST	% COUNTY	COUNTY COST
1	Husker Highway	\$316,008	100.0%	\$316,008	0.0%	\$0
2	Engleman Road	\$81,890	100.0%	\$81,890	0.0%	\$0
3	Schimmer Drive	\$404,400	73.7%	\$298,180	26.3%	\$106,220
4	Blaine Street	\$190,387	56.7%	\$107,870	43.3%	\$82,517
	TOTAL	\$992,684		\$803,947		\$188,737

2020-CS-1						
CITY/COUNTY COST BREAKDOWN - ESTIMATE OF COST						
SECTION	ROADWAY	BID ESTIMATE	% CITY	CITY COST	% COUNTY	COUNTY COST
1	Shady Bend Road	\$108,398	66.4%	\$72,004	33.6%	\$36,394
2	Seedling Mille Road	\$78,955	100.0%	\$78,955	0.0%	\$0
3	Heartland Shooting Park	\$50,753	100.0%	\$50,753	0.0%	\$0
	TOTAL	\$238,106		\$201,712		\$36,394