



City of Grand Island

Tuesday, February 28, 2017

Council Session

Item G-10

#2017-54 - Approving Inter-local Agreement with Hall County for Improvements to Sections of Shady Bend Road and Wildwood Drive

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: February 28, 2017

Subject: Approving Inter-local Agreement with Hall County for Improvements to Sections of Shady Bend Road and Wildwood Drive

Presenter(s): John Collins PW, Public Works Director

Background

Council approval is required before entering into an agreement. Pursuing an inter-local agreement between governmental entities is an efficient means of collaborating efforts to better our community.

Discussion

This agreement is for improvements to the following roadways, which each have segments within the Grand Island City limits and Hall County.

- Shady Bend Rd between Gregory Avenue and approximately 300 feet south of Burlington Northern Santa Fe Railroad Right-of-Way (1.08 miles)
- Wildwood Dr. between Highway 281 and South Locust St. (2 miles)

Per the agreement the City will submit to Hall County an itemized bill for payment of their share of the project cost.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the inter-local agreement with Hall County and pass a Resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve the inter-local agreement with Hall County.

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 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 program.

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

1) Scope of the Project: This agreement is for the asphaltic concrete resurfacing on the following roads or streets (see Attachment "A"):

- a) Shady Bend Rd between Gregory Avenue and approximately 300 feet south of Burlington Northern Railroad Right-of-Way (1.08 miles)
- b) Wildwood Dr. between Highway 281 and South Locust St. (2 miles)

2) The 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 City of Grand Island to resurface 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 surface.
- f) Railroad Coordination
- g) The estimated costs for the individual segments of the project are detailed on attachment B.

3) City's Obligations

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

- a) Performing preliminary, design and construction engineering services for the project.
- b) Prepare plans and bid specifications for the 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 project and preparing an itemized bill for the County's share of the project costs.
- e) 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) Administrative duties and costs associated with resurfacing within the Burlington Northern Railroad Right-of-Way on Shady Bend Rd.
 - b) Administrative duties and costs associated with resurfacing within the City of Grand Island Utilities (Platte Generating Station) Railroad Right-of-Way on Wildwood Dr.
 - c) The Hall County Public Works Director shall concur in the award of the construction contract.
 - d) Hall County shall perform roadway striping on Shady Bend Road and Wildwood Drive.
 - e) 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.
 - f) 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 ____ day of _____, 2017.

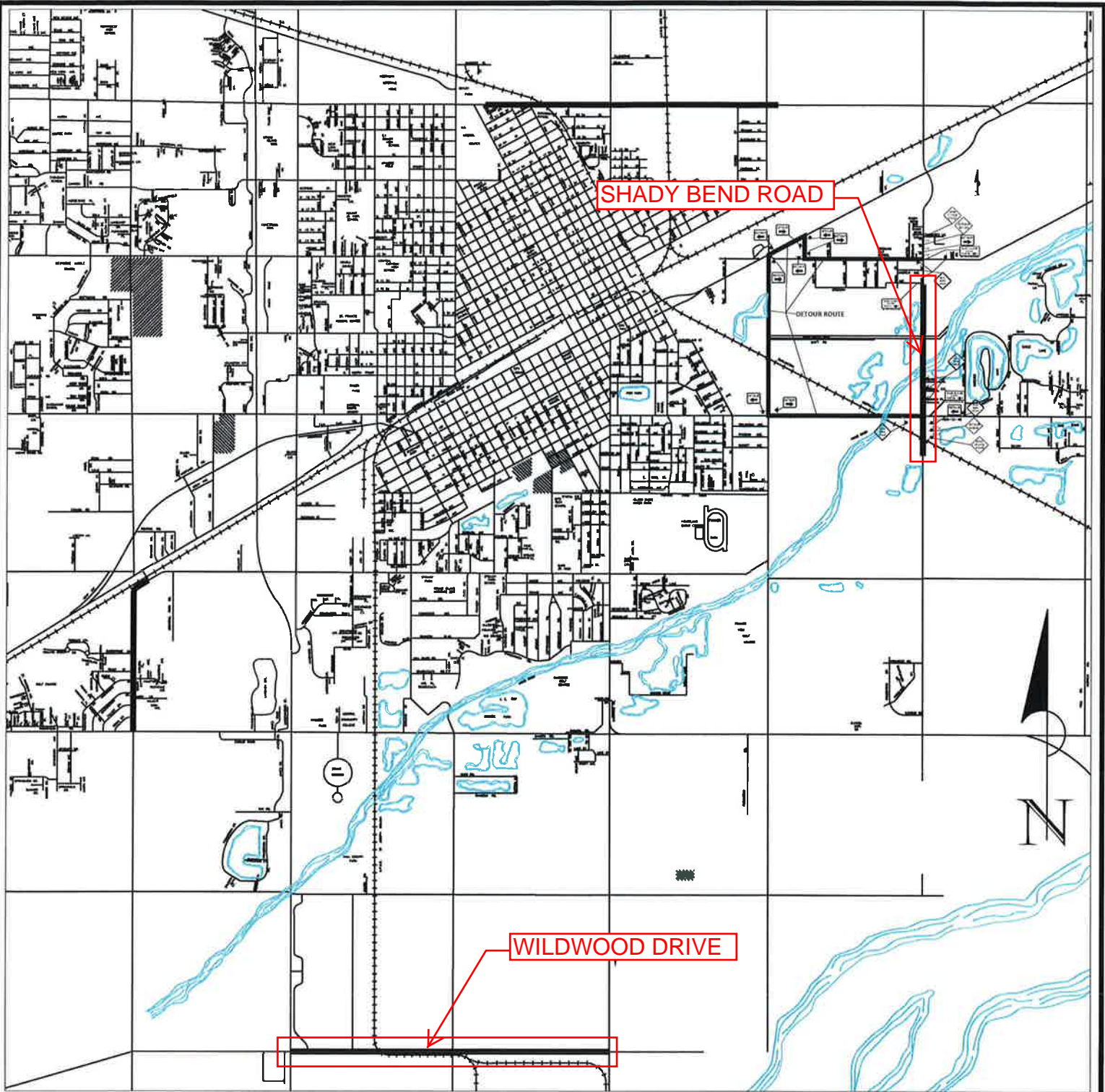
Executed this ____ day of _____, 2017.

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

By: _____
Jeremy Jensen, Mayor
City of Grand Island, Nebraska

Attest: _____
Marla Conley
Hall County Clerk

Attest: _____
RaNae Edwards, City Clerk
City of Grand Island



SECTION A - Capital Ave. - Locust to Sky Park

SECTION B - North Road - Husker Hwy to Stolley Park Rd

SECTION C - Wildwood Dr - US Hwy 281 to Locust

SECTION D - Shady Bend Rd - 400' South of the BNRR Tracks, North to Gregory St.

**ATTACHMENT 'A'
LOCATION MAP**



DATE: 01-05-17
DRAWN BY: Milt
APPVD. BY: TAG
SCALE - None

INTERLOCAL COOPERATIVE AGREEMENT
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IN AND AROUND GRAND ISLAND, NEBRASKA

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

PLAN
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Estimate vs. Contractor's Bid -

BID SECTION 1A - CAPITAL AVENUE; LOCUST STREET TO SKY PARK ROAD				VONTZ PAVING	
Item No.	Item	Est. Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION / DEMOBILIZATION	1.00	LS	\$13,950.00	\$13,950.00
2	COLD MILLING, CLASS 1	29,450.00	SY	\$0.60	\$17,670.00
3	ASPHALTIC CONCRETE, TYPE SPR (2")	3,269.00	TON	\$32.65	\$106,732.85
4	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	20.00	TON	\$130.00	\$2,600.00
5	PERFORMANCE GRADED BINDER 58V-34	111.00	TON	\$475.00	\$52,725.00
6	TACK COAT	4,417.00	GAL	\$2.15	\$9,496.55
7	TEMPORARY SIGN DAY	180.00	DAY	\$5.00	\$900.00
8	BARRICADE, TYPE II	100.00	BDAY	\$0.50	\$50.00
9	BARRICADE, TYPE III	20.00	BDAY	\$5.00	\$100.00
10	FLAGGING	30.00	DAY	\$375.00	\$11,250.00
11	EARTH SHOULDER CONSTRUCTION	189.00	STA	\$39.50	\$7,465.50
12	SEEDING	2.17	AC	\$2,475.00	\$5,370.75
SubTotal - Bid Section 1A -					\$228,310.65

ALTERNATIVE BID SECTION 1A - BEVELED EDGE					
Item No.	Item	Est. Quantity	Unit	Unit Price	Total Price
11	ASPHALTIC CONCRETE, TYPE SPR	292.00	TON	\$61.78	\$18,039.76
12	PERFORMANCE GRADED BINDER 58V-34	10.00	TON	\$475.00	\$4,750.00
SubTotal - Alternative Bid Section 1A -					\$22,789.76
Total - Bid Section 1A -					\$251,100.41

BID SECTION 1B - NORTH ROAD; HUSKER HIGHWAY TO STOLLEY PARK ROAD					
Item No.	Item	Est. Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION / DEMOBILIZATION	1.00	LS	\$9,700.00	\$9,700.00
2	COLD MILLING, CLASS 1	16,442.00	SY	\$0.60	\$9,865.20
3	ASPHALTIC CONCRETE, TYPE SPR (2")	1,825.00	TON	\$38.00	\$69,350.00
4	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	15.00	TON	\$130.00	\$1,950.00
5	PERFORMANCE GRADED BINDER 58V-34	62.00	TON	\$475.00	\$29,450.00
6	TACK COAT	2,466.00	GAL	\$2.15	\$5,301.90
7	TEMPORARY SIGN DAY	108.00	DAY	\$5.00	\$540.00
8	BARRICADE, TYPE II	60.00	BDAY	\$0.50	\$30.00
9	BARRICADE, TYPE III	12.00	BDAY	\$5.00	\$60.00
10	FLAGGING	18.00	DAY	\$375.00	\$6,750.00
11	EARTH SHOULDER CONSTRUCTION	108.00	STA	\$39.50	\$4,266.00
12	SEEDING	1.24	AC	\$2,475.00	\$3,069.00
SubTotal - Bid Section 1B -					\$140,332.10

ALTERNATIVE BID SECTION 1B - BEVELED EDGE					
Item No.	Item	Est. Quantity	Unit	Unit Price	Total Price
11	ASPHALTIC CONCRETE, TYPE SPR	215.00	TON	\$60.60	\$13,029.00
12	PERFORMANCE GRADED BINDER 58V-34	7.00	TON	\$475.00	\$3,325.00
SubTotal - Alternative Bid Section 1B -					\$16,354.00
Total - Bid Section 1B -					\$156,686.10

BID SECTION 1C - WILDWOOD DRIVE; US HIGHWAY 281 TO LOCUST STREET					
Item No.	Item	Est. Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION / DEMOBILIZATION	1.00	LS	\$9,700.00	\$9,700.00
2	ASPHALTIC CONCRETE, TYPE SPR (1 1/2")	2,453.00	TON	\$34.50	\$84,628.50
3	ASPHALTIC CONCRETE, SCRATCH COURSE (1/2")	818.00	TON	\$32.50	\$26,585.00
4	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	25.00	TON	\$130.00	\$3,250.00
5	PERFORMANCE GRADED BINDER 58V-34	83.00	TON	\$475.00	\$39,425.00
6	TACK COAT	5,892.00	GAL	\$2.15	\$12,667.80
7	TEMPORARY SIGN DAY	112.00	DAY	\$5.00	\$560.00
8	BARRICADE, TYPE II	80.00	BDAY	\$0.50	\$40.00
9	BARRICADE, TYPE III	16.00	BDAY	\$5.00	\$80.00
10	FLAGGING	24.00	DAY	\$375.00	\$9,000.00
11	EARTH SHOULDER CONSTRUCTION	210.00	STA	\$39.50	\$8,295.00
12	SEEDING	2.41	AC	\$2,475.00	\$5,964.75
SubTotal - Bid Section 1C -					\$200,196.05

ALTERNATIVE BID SECTION 1C - BEVELED EDGE					
Item No.	Item	Est. Quantity	Unit	Unit Price	Total Price
13	ASPHALTIC CONCRETE, TYPE SPR	444.00	TON	\$55.78	\$24,766.32
14	PERFORMANCE GRADED BINDER 58V-34	15.00	TON	\$475.00	\$7,125.00
SubTotal - Alternative Bid Section 1C -					\$31,891.32
Total - Bid Section 1C -					\$232,087.37

BID SECTION 1D - SHADY BEND ROAD; BNSF RAIL LINE TO GREGORY AVENUE					
Item No.	Item	Est. Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION / DEMOBILIZATION	1.00	LS	\$9,700.00	\$9,700.00
2	COLD MILLING, CLASS 3 (3")	17,498.00	SY	\$1.50	\$26,247.00
3	ASPHALTIC CONCRETE, TYPE SPR (3")	2,913.00	TON	\$33.50	\$97,585.50
4	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	20.00	TON	\$130.00	\$2,600.00
5	PERFORMANCE GRADED BINDER 58V-34	99.00	TON	\$475.00	\$47,025.00
6	TACK COAT	3,500.00	GAL	\$2.15	\$7,525.00
7	TEMPORARY SIGN DAY	200.00	DAY	\$5.00	\$1,000.00
8	BARRICADE, TYPE II	100.00	BDAY	\$0.50	\$50.00
9	BARRICADE, TYPE III	20.00	BDAY	\$5.00	\$100.00
10	FLAGGING	20.00	DAY	\$375.00	\$7,500.00
11	EARTH SHOULDER CONSTRUCTION	112.00	DAY	\$39.50	\$4,424.00
12	SEEDING	1.29	BDAY	\$2,475.00	\$3,192.75
13	RAILROAD COORDINATION	1.00	BDAY	\$5,000.00	\$5,000.00
14	RAILROAD FLAGGING	4.00	DAY	\$1,000.00	\$4,000.00
SubTotal - Bid Section 1D -					\$215,949.25

ALTERNATIVE BID SECTION 1D - BEVELED EDGE					
Item No.	Item	Est. Quantity	Unit	Unit Price	Total Price
10	ASPHALTIC CONCRETE, TYPE SPR	267.00	TON	\$52.38	\$13,985.46
11	PERFORMANCE GRADED BINDER 58V-34	9.00	TON	\$475.00	\$4,275.00
SubTotal - Alternative Bid Section 1D -					\$18,260.46
Total - Bid Section 1D -					\$234,209.71

Grand Total Bid Section 1A + 1B + 1C + 1D - **\$784,788.05**

GRAND TOTAL ALTERNATIVE BID SECTION 1A + 1B + 1C + 1D - **\$89,295.54**

ATTACHMENT B
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CITY OF GRAND ISLAND									
2017-AC-1									
CITY/COUNTY COST BREAKDOWN									
BID SECTION 1 - SPR									
SECTION	ROADWAY	BASE BID	ALT BID	TOTAL BID	% CITY	CITY COST	% COUNTY	COUNTY COST	
A	Capital Avenue	\$228,311	\$22,790	\$251,100	100.0%	\$251,100	0.0%	\$0	
B	North Road	\$140,332	\$16,354	\$156,686	100.0%	\$156,686	0.0%	\$0	
C	Wildwood Drive	\$200,196	\$31,891	\$232,087	87.5%	\$203,076	12.5%	\$29,011	
D	Shady Bend Road	\$215,949	\$18,260	\$234,210	53.0%	\$124,131	47.0%	\$110,079	
	TOTAL	\$784,788	\$89,296	\$874,084		\$734,994		\$139,089	

ATTACHMENT B
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RESOLUTION 2017-54

WHEREAS, the City of Grand Island is proposing an asphalt overlay project, known as 2017-AC-1, for sections of Shady Bend Road and Wildwood Drive; and

WHEREAS, a portion of such asphalt work will be within the limits of Hall County; and

WHEREAS, it is recommended that an Inter-local Agreement be entered into with Hall County for sharing in the cost of such work; and

WHEREAS, the City of Grand Island has prepared an Inter-local Agreement, which has been reviewed by the City's Legal Department and Hall County, for such work to be completed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Inter-local Agreement by and between the City of Grand Island and Hall County, Nebraska for the asphalt overlay work, known as 2017-AC-1, to be performed on sections of Shady Bend Road and Wildwood Drive is hereby approved.

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
March 10, 2017	☒ City Attorney