

# **City of Scottsbluff, Nebraska**

**Monday, April 20, 2015**

**Regular Meeting**

## **Item Reports1**

**Council to consider an interlocal agreement between the City and Scotts Bluff County regarding the overlay project on 21st Ave. from 27th Street to Lake Minatare Rd. and authorize the Mayor to execute the agreement.**

**Staff Contact: Mark Bohl, Public Works Director**

## INTERLOCAL COOPERATIVE AGREEMENT

This Interlocal Cooperative Agreement (“Agreement”) is entered into on the \_\_\_\_ day of May, 2015, by and between the City of Scottsbluff, Nebraska, a municipal corporation (“City”), and Scotts Bluff County, Nebraska, a political subdivision of the State of Nebraska (“County”), under the authority of the Interlocal Cooperation Act found at §13-810 et. seq. of the Nebraska Revised Statutes.

1. **Purpose:** The purpose of this Agreement is for an asphalt overlay project on 21<sup>st</sup> Avenue from 27<sup>th</sup> Street to Lake Minatare Road (the “resurfacing project”). There are two portions of the resurfacing project with the County being financially responsible for the design and bids for the resurfacing project lying outside the municipal boundaries and the City being financially responsible for the design and bids for the resurfacing project lying within the municipal boundaries. The resurfacing project will be milled to a uniform cross slope to remove ruts prior to the asphalt overlay. The asphalt overlay will be approximately two inches thick by twenty-four feet wide.
2. **City’s Agreement:** The City shall be responsible for the following with respect to the resurfacing project located within the municipal boundaries of the City:
  - a. Make payment to the County after awards of the contract and final completion and acceptance of the resurfacing project.
  - b. The City’s cost will include the cost of the asphalt overlay paving plus all engineering costs, testing and other expenses and labor incurred with respect to that portion of the resurfacing project located within the City’s municipal boundaries. The cost for the City’s portion of the project is \$114,530. This cost is based upon the low bid received and as set forth on the attached Schedule “A” which is incorporated herein by reference.
3. **County’s Agreement:** The County shall be responsible for the following with respect to the resurfacing project:
  - a. Prepare bid specifications for the resurfacing project and contract for the same following the required bidding practice and requirements by Nebraska statute.
  - b. Perform construction observation services for the resurfacing project that include, but are not limited to the following: Asphalt lay-down inspection, collecting delivery tickets, obtaining and testing required asphalt samples, and reviewing the contractor’s temporary work zone traffic control to insure compliance with the Manual of Uniform Traffic Control Devices.
  - c. Approving and final acceptance of the work of the asphalt paving contractor, including the final pay estimate.
  - d. Tracking the cost of the resurfacing project attributed to the City for submittal for reimbursement to the County.
4. **Cost:** This Agreement and resurfacing project shall be financed by the City and County through their normal budgetary process for and by their roads fund.
5. **Property:** Neither the City nor the County will acquire, hold or dispose of real or personal property in connection with this resurfacing project and Agreement.

6. **Administration:** There will be no separate legal or administrative entity established as a result of this Agreement. This Agreement will be administered by the Director of the County's Highway Department, Robert Bennett, who shall communicate with the City's Director of Public Works, Mark Bohl, in regard to the resurfacing project.

7. **Modifications:** This Agreement constitutes the entire Agreement between the City and the County. No modifications can be made to this Agreement unless agreed to by the parties and reduced to writing.

8. **Term:** The term of this Agreement shall for the length of the resurfacing project. Provided, if the resurfacing project is not completed by September 1, 2015, then this Agreement shall automatically terminate.

IN WITNESS WHEREOF, the parties have hereunto set their official hands and seals, effective this \_\_\_\_\_ day of May, 2015.

CITY OF SCOTTSBLUFF, NEBRASKA,

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk (Seal)

COUNTY OF SCOTTS BLUFF

By \_\_\_\_\_  
Chairperson of the Board of Commissioners

Attest:

\_\_\_\_\_  
County Clerk (Seal)

Sugar Factory Road Asphalt Overlay			Simon Contractors		Werner Construction Inc		Engineers Estimate		
Scotts Bluff County			1914 W. Overland		PO Box 1087				
Bid Date: April 3, 2015 @ 10:00 am Mountain Time			Scottsbluff, NE 69361		Hastings, NE 68901				
Schedule A - Scotts Bluff County									
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
A-1	Mobilization	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 24,644.00	\$ 24,644.00	\$ 90,000.00	\$ 90,000.00
A-2	Cold Milling, Class 5	SY	1850	6.50	12,025.00	4.50	8,325.00	5.00	9,250.00
A-3	Asphaltic Concrete, Type SPR w/PG 64-34 Binder	Ton	5665	70.30	398,249.50	71.79	406,690.35	80.00	453,200.00
A-4	Asphalt Concrete for Patching - Type SPR w/PG 64-34	Ton	120	130.00	15,600.00	81.79	9,814.80	150.00	18,000.00
A-5	Asphaltic Concrete, Type SLX w/64-34 Binder	Ton	1350	77.00	103,950.00	85.23	115,060.50	80.00	108,000.00
A-6	Placement of Asphaltic Concrete for Driveways & Inter	SY	2500	8.00	20,000.00	7.00	17,500.00	4.00	10,000.00
A-7	Emulsified Tack Coat	GAL	10125	1.00	10,125.00	1.00	10,125.00	1.50	15,187.50
A-8	PGM-G4 Multi Axial Paving Grid	SY	49500	7.35	363,825.00	7.00	346,500.00	7.00	346,500.00
A-9	Earth Shoulder Construction	STA	380	53.00	20,140.00	50.00	19,000.00	200.00	76,000.00
A-10	Special Surface Course For Mailbox Turnouts	SY	400	12.00	4,800.00	8.50	3,400.00	25.00	10,000.00
A-11	Seeding and Mulching	AC	4	2,000.00	8,000.00	2,000.00	8,000.00	1,500.00	6,000.00
A-12	Mailbox Posts	EA	16	215.00	3,440.00	150.00	2,400.00	100.00	1,600.00
A-13	Traffic Control	LS	1	32,500.00	32,500.00	35,000.00	35,000.00	30,000.00	30,000.00
A-14	Rental of Loader, Fully Operated	HR	25	75.00	1,875.00	85.00	2,125.00	105.00	2,625.00
A-15	Rental of Motor Grader, Fully Operated	HR	25	90.00	2,250.00	95.00	2,375.00	110.00	2,750.00
A-16	Rental of Dump Truck, Fully Operated	HR	25	85.00	2,125.00	75.00	1,875.00	100.00	2,500.00
A-17	Rental of Skid Loader, Fully Operated	HR	25	75.00	1,875.00	75.00	1,875.00	85.00	2,125.00
<b>Total Schedule A - Items A-1 thru A-17</b>					<b>\$ 1,011,779.50</b>		<b>\$ 1,014,709.65</b>		<b>\$ 1,183,737.50</b>
Schedule B - City of Scottsbluff									
B-1	Mobilization	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 7,700.00	\$ 7,700.00	\$ 5,000.00	\$ 5,000.00
B-2	Cold Milling, Class 5	SY	1500	6.50	9,750.00	7.00	10,500.00	5.00	7,500.00
B-3	Asphaltic Concrete, Type SPR w/PG 64-34 Binder	Ton	555	70.30	39,016.50	72.79	40,398.45	80.00	44,400.00
B-4	Asphalt Concrete for Patching - Type SPR w/PG 64-34	Ton	8	130.00	1,040.00	150.00	1,200.00	150.00	1,200.00
B-5	Asphaltic Concrete, Type SLX w/64-34 Binder	Ton	130	77.00	10,010.00	88.23	11,469.90	80.00	10,400.00
B-6	Placement of Asphaltic Concrete for Driveways & Inter	SY	270	8.00	2,160.00	7.00	1,890.00	4.00	1,080.00
B-7	Emulsified Tack Coat	GAL	1000	1.00	1,000.00	1.00	1,000.00	1.50	1,500.00
B-8	PGM-G4 Multi Axial Paving Grid	SY	5500	7.35	40,425.00	7.00	38,500.00	7.00	38,500.00
B-9	Earth Shoulder Construction	STA	5	53.00	265.00	50.00	250.00	200.00	1,000.00
B-10	Seeding and Mulching	AC	1	2,000.00	2,000.00	2,000.00	2,000.00	1,500.00	1,500.00
B-11	Special Surface Course For Mailbox Turnouts	SY	80	12.00	960.00	8.50	680.00	25.00	2,000.00
B-12	Mailbox Posts	EA	2	215.00	430.00	150.00	300.00	100.00	200.00
B-13	Traffic Control	LS	1	5,500.00	5,500.00	5,000.00	5,000.00	2,000.00	2,000.00
<b>Total Schedule B - Items B-1 thru B-13</b>					<b>\$ 114,530.00</b>		<b>\$ 120,763.35</b>		<b>\$ 115,430.00</b>
<b>Total Schedules A &amp; B</b>					<b>\$ 1,126,309.50</b>		<b>\$ 1,135,473.00</b>		<b>\$ 1,299,167.50</b>

EXHIBIT

"A"