

INTERLOCAL AGREEMENT
ROKEBY ROAD PAVING, 84TH TO 98TH STREET

THIS INTERLOCAL AGREEMENT, made and entered into between Lancaster County, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as the "County" and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as the "City", to provide for the construction of roadway improvements and paving on Rokeby Road between 84th Street and 98th Street and a portion of 91st Street in Lancaster County, Nebraska, hereinafter referred to as the "Project".

WITNESSETH:

WHEREAS, LES, a Lincoln city agency, has implemented plans for the design and construction of a new operations center located at the southwest corner of South 98th and Rokeby Road to serve residents of the City of Lincoln and Lancaster County, and

WHEREAS, said LES facilities shall require access from Rokeby Road between 91st Street and 98th Street, and

WHEREAS, LES has a desire to have the roadway improvements and paving on Rokeby Road and 91st Street completed to facilitate access for the construction and future use of their new operations center, and

WHEREAS, the LES Board adopted a resolution on July 15, 2016 agreeing to pay the reasonable engineering and construction costs for the Project.

WHEREAS, the County has a desire to have these sections of Rokeby Road and 91st Street improved and paved to enhance the reliability of the transportation system, perpetuate mobility of the travelling public and to promote the economic development of Lancaster County, and

WHEREAS, the County has included the improvement and paving of Rokeby Road between 84th Street and 98th Street in their One and Six Year Capital Improvement Plan, and

WHEREAS, the City has a desire to have these sections of Rokeby Road and 91st Street improved and paved to enhance the reliability of the transportation system, perpetuate mobility of the travelling public and to promote the economic development of the City of Lincoln, and

WHEREAS, the County and City agree to construct a two-lane concrete paved suburban roadway section with shoulders, raised median and open ditches on Rokeby Road and a curbed urban roadway section on 91st Street as shown on Exhibit "A" to this agreement, and

WHEREAS, the County and City agree that pedestrian facilities are not a part of this Project and are to be completed in the future through normal and existing processes at the time the adjacent properties develop or are annexed, and

WHEREAS, design of the project will be completed to comply with the City Access Management Policy and shall be compatible for expansion to provide a future City arterial street at the time the area is annexed into the City, and

WHEREAS, LES is willing to provide funding to allow sections of Rokeby Road and 91st Street to be paved and improved to facilitate construction access to their new facilities located along Rokeby Road between 91st Street and 98th Street, and

WHEREAS, the County and City agree to allow LES to contract for the professional design, consultation and management services necessary for the design and management of the Rokeby Road and 91st Street Project through the consultant group that LES has retained for the design of their new operations center, and

WHEREAS, the County and City agree that Lancaster County is the lead public agency for the project and that the County will obtain the necessary right-of-way and/or easements and permits for the project as well as provide oversight, review and final approval of plans and specifications prior to bidding the Project.

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

SECTION 1. LES hereby agrees to furnish, or cause to be furnished, the following items required to complete the project:

- A. Retain professional services for the design, survey and right-of-way design for the Project. Project design shall be completed to utilize City of Lincoln Standard Plans and to use the City of Lincoln Standard Specification for Municipal Construction as the governing standards for the project. All design shall meet or exceed the minimum requirements of the County and City.
- B. Prepare all permit applications as required for the project including a Corp of Engineer's Section 404 Permit and the required Notice of Intent for Construction Stormwater Discharge (NOI) for the Project.
- C. Coordinate with all regulatory agencies as required to secure the necessary permits for the Project.
- D. Retain professional services for the construction management, observation, inspection and testing required during construction of the Project. The scope of services for the construction management, observation, inspection and testing for the project shall be prepared by LES or their authorized representative. The scope of work shall be submitted to the County Engineer for review and approval prior to LES entering into a contract for construction services. The consultant selected to provide the construction phase services shall utilize the City's Masterworks construction management software for contract management and reporting during the construction of the project.
- E. Provide reports, meeting invitations, progress reports, schedules and project updates to the County and City throughout the course of the Project.
- F. Provide funding for construction of the improvements on Rokeby Road and 91st Street.
- G. Develop a master schedule for completion of the design, bidding, award and construction of the Project. Solicit input from the County and City as part of the development of the schedule.

- H. Provide the County and City with progress prints for review and comments during the design of the Project.
- I. Provide the County and the City with draft Special Provisions for review and comments during the design of the Project.
- J. Provide final plans and Special Provisions to the County for final approval prior to bidding the Project.
- K. Assist the County as necessary during the bidding, review and award of the Project.

SECTION 2. The County hereby agrees to furnish, or cause to be furnished, the following items required to complete the project:

- A. Serve as the applicant on all permits required for the Project.
- B. Provide appraisal and negotiation services to acquire right-of-way and/or easements from private property owners that are needed to construct the Project.
- C. Serve as the reviewing agency for plans and specifications and provide the final approval of documents prior to bidding.
- D. Bid the Project through the County/City Purchasing Department.
- E. Review the bid proposals with LES and enter into a contract with the lowest responsible bidder to construct the Project.
- F. Coordinate the work with LES to ensure that construction of the Project accommodates the proposed schedule for work on the proposed LES Operations Center.

SECTION 3. The City hereby agrees to furnish, or cause to be furnished, the following items required to complete the project:

- A. Review and provide comments on plan and specification submittals.
- B. Attend progress and review meetings at their discretion to provide comments and input on the project.

- C. Provide plans for proposed design of the new roundabout at 84th Street and Rokeby Road to LES's consultant. Coordinate the design of the new roundabout with the design for the Project.
- D. Coordinate the design for new water mains and sanitary sewers along Rokeby Road between 84th Street and 98th Street with the Project.
- E. Coordinate improvements on Rokeby Road to the west of 84th Street with the Project.
- F. Provide LES (or their authorized representative) and the County access to use the City's Masterworks construction and contract management software on the Project. This would include preparation of the bid proposal as well as normal and customary construction phase services such as contract management, tracking of quantities, preparation of pay requests, change orders, daily reporting, and other related project tasks during the construction of the project.

SECTION 4. LES agrees to furnish funds to the County within 15 days following an award of a construction contract by the County in an amount equal to the total bid price of the lowest responsible bidder for the Project.

SECTION 5. LES agrees to reimburse the County directly for additional costs associated with change orders that have been mutually agreed upon by both parties that may occur during the construction of the project.

SECTION 6. At the completion and final acceptance of the Project, the County shall provide a final accounting of construction costs for the Project and submit the report to LES for their review and concurrence. Any underruns in project costs that have been pre-funded by LES shall be refunded by the County to LES within 30 days of acceptance of the final project accounting by the County and LES. Any overruns that have not been previously funded by LES as part of approved change orders to the contract shall be invoiced to LES by the County. LES shall pay the County for additional costs within 30 days of receipt of the invoice.

SECTION 7. It is the desire of all parties to work together to complete the design and bidding of the Project to allow construction to commence in late summer of 2016 with the initial roadway

improvements completed between 84th Street and 91st Street by December 31, 2016. The remaining portion of the Project shall be completed and open to public traffic no later than October 31, 2017 unless otherwise agreed upon by all parties to this agreement.

SECTION 8. All parties agree that construction of the Project will require closure of Rokeby Road between 84th Street and 98th Street and traffic shall be detoured during construction of the Project. The contract documents shall provide provisions requiring the Contractor to maintain access to adjacent properties as required by the County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the County this ____ day of _____, 2016.

ATTEST:

Lancaster County

Roma Amundson, County Board Chairperson

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Roma Amundson, the Chairperson of the Lancaster County Board, a body politic in the State of Nebraska, on behalf of the County.

EXECUTED by the City this ____ day of _____, 2016.

Notary

EXECUTED by the City this ____ day of _____, 2016.

ATTEST:

City of Lincoln

City Clerk

Chris Beutler, Mayor

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the City.

Notary