RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN THE INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN SARPY COUNTY AND SANITARY AND IMPROVEMENT DISTRICT (SID) 336 FOR ROAD IMPROVEMENTS TO A PORTION OF CORNHUSKER ROAD (96th – 98th Street, Lincoln Way Development)

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104, the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, general supervision and control of the public roads of each county is vested in the County Board by virtue of Neb. Rev. Stat. §39-1402; and,

WHEREAS, pursuant to Neb. Rev. Stat. §13-801, et seq., an Interlocal Cooperation Act Agreement has been proposed between the Sanitary and Improvement District (SID) 336 and Sarpy County for allocation of the cost of certain road improvements to a portion of Cornhusker Road, approximately 96th – 98th Streets as further outlined in said Agreement; and,

WHEREAS, it is in the best interests of the residents of Sarpy County to participate in said Interlocal Cooperation Agreement, a copy of which is attached hereto and incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that this Board hereby approves and adopts the attached Interlocal Cooperation Agreement.

BE IT FURTHER RESOLVED that the Chair and Clerk are hereby authorized to execute said Agreement on behalf of Sarpy County, Nebraska and they in addition to the County Public Works Director (or his designee) are authorized to take such other actions as may be necessary under the terms of said Agreement.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 20th day of November, 2018.

Attest
SEAL

___________________________ _______________________________
Sarpy County Board Chairman County Clerk
MEMORANDUM
November 15, 2018

TO: Sarpy County Board of Commissioners
FROM: Nicole L. Spitzenberger, Deputy Sarpy County Attorney
RE: Sarpy County – Sanitary and Improvement District 336 (SID 336) Interlocal Cooperation Agreement for improvements to Cornhusker Road (96th - 98th Street) for Lincoln Way Development

SID 336 is presently undertaking the development of real property generally located on the northwest corner of the northwest corner of 96th Street and Lincoln Road, known as Lincoln Way Development. SID 336 would like to contract with the County for construction of improvements to Cornhusker Road beginning at the intersection of Cornhusker Road and 96th Street to approximately 98th Street. SID 336 will be the lead agency and expects to construct the improvements in the summer of 2019. The estimated cost for this second phase of improvements is approximately $493,992 with the County’s cost at $246,996 payable within thirty (30) days upon receipt of an invoice from SID 336.

Please contact me with any questions.

Nicole L. Spitzenberger

CC: Dan Hoins
    Scott Bovick
    Brian Hanson
    Denny Wilson
    Pat Dowse
INTERLOCAL COOPERATION AGREEMENT
(Lincoln Way)

This Interlocal Cooperation Agreement is made as of the dates indicated at the signatures below by and between Sanitary and Improvement District No. 336 of Sarpy County, Nebraska (hereinafter “District”), and the County of Sarpy, State of Nebraska (hereinafter “County”). Collectively, District, and County are hereinafter sometimes referred to as the “Parties”.

RECITALS:

The County is a duly existing body, corporate and politic in accordance with and by virtue of the laws of the State of Nebraska.

District is a duly existing body corporate and politic in accordance with and under the laws of the State of Nebraska as more particularly set forth in Article 7 of Chapter 31 of the Revised Statutes of Nebraska, 1943, and any applicable amendments thereto, and the Decree of the District Court of Sarpy County, Nebraska.

District is presently undertaking the development of real property generally located on the northwest corner of 96th Street and Lincoln Road as shown on the Final Plat of Lincoln Way, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.

County has the jurisdiction and control of Cornhusker Road and the City of Papillion has jurisdiction and control of 96th Street.

The Parties are desirous of making certain improvements to Cornhusker Road and 96th Street.

In order to promote the health, safety, and welfare of the residents of all of the parties to this Agreement and pursuant to the authority granted to the parties per the Interlocal Cooperation Act, Section 13-801, et. seq., Sarpy County and District are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

It is in the best interests and would be mutually advantageous to the County and District to improve a portion of Cornhusker Road and 96th Street as shown on Exhibit "B" attached hereto and incorporated herein by this reference and hereinafter referred to as the "Improvement Plan", pursuant to the terms and conditions of this Agreement.
County and District wish to agree on the manner, method and extent to which funds may be expended in connection with the installation and construction of road improvements constructed and desire to set forth in this Agreement their respective understandings and agreements.

The estimated construction, engineering, design and construction management costs are shown on Exhibit “C” attached hereto and hereinafter referred to as the “Estimated Construction Costs.

County made certain improvements to Lincoln Road, which are of benefit to the Lincoln Way subdivision and District. Parties would like to set forth their mutual understanding regarding District’s repayment obligations for those Lincoln Road Improvements.

NOW, THEREFORE, in consideration of the covenants herein set forth, the County and DISTRICT do hereby agree and contract with each other as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:

   a. **96th Street Improvements.** The term “96th Street Improvements” shall mean that portion of 96th Street to be improved pursuant to the terms of this Agreement as shown on the Improvement Plan.

   b. **Actual Total Cost or Cost.** The term “Actual Total Cost” or “Cost” being used interchangeably, shall be deemed to include the complete final cost of construction of the Cornhusker Road Improvements or the 96th Street Improvements, respectively, and shall include, without limitation, all third-party engineering fees, design fees, testing expenses, construction costs, construction administration, and any related fees and expenses. The Actual Total Costs of the Improvements shall not include any costs for attorney's fees, publication costs, accounting, financing or acquisition of financing incurred by either Party.

   c. **Agreement.** The term “Agreement” shall mean this Interlocal Cooperation Agreement and all Exhibits to this Agreement.

   d. **City.** The term “City” shall mean the City of Papillion.

   e. **Cornhusker Road Improvements.** The term “Cornhusker Road Improvements” shall mean that portion of Cornhusker Road to be improved pursuant to this Agreement, as shown on the Improvement.

   f. **County Board.** The term “County Board” shall mean the County Board of Commissioners of Sarpy County, Nebraska.

   g. **Development Area.** The term “Development Area” shall mean approximately
81.89 acres of land as described on Exhibit “A” attached hereto.

h. **Frontage.** The term “Frontage” shall mean the entire length the Development Area property line abuts a particular public street or intersection. In the instant case, for example, the Development Area includes 96th Street Frontage, Cornhusker Road Frontage, and Lincoln Road Frontage.

i. **Lincoln Road Improvements.** The term “Lincoln Road improvements” shall mean the improvement of Lincoln Road to include design, engineering, grading, drainage, and paving of Lincoln Road by County.

j. **Road Improvements.** The term “Road Improvements” shall mean the 96th Street Improvements, and the Cornhusker Road Improvements, collectively.

2. **Road Improvements.** The 96th Street Improvements and the Cornhusker Road Improvements will include, without limitation, design, engineering, any environmental studies or documentation, acquisition of additional right of way, change of grade, portland cement, relocation of utilities, installation of storm sewers or other drainage facilities, grading, paving, and related improvements. Additionally, the Road Improvements shall consist of the following:

   a. **96th Street Improvements.** Construction of a median cut on 96th Street at the intersection of Cornhusker Road and Osprey with a traffic signal and northbound left turn lane of concrete, curbs and gutter at the intersection of Cornhusker Road and a traffic signal, northbound left turn lane and southbound right turn lane of concrete, curbs and gutter at the intersection of Osprey Lane.

   b. **Cornhusker Road Improvements.** Creation of a two lane concrete paved roadway along the Cornhusker Road with curb and gutter.

3. **Incorporation of Recitals.** The Recitals set out above are hereby incorporated within and part of this Agreement.

4. **No Administrative Entity.** There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.

5. **Plans and Design.** The District will contract with an engineering firm registered in the State of Nebraska (the "Engineering Contractor"), for the preparation of plans and specifications for the construction of the Road Improvements to be constructed pursuant to the Improvement Plan with the District being the lead agency. As the Lead Agency, the District shall have control and responsibility for the construction of the Road Improvements. District shall submit the final plans and specifications for the Road Improvements set forth in the Improvement Plan to County for County's review and
approval pursuant to the terms of Section 7. Construction administration, construction management, staking and the public bidding of the Road Improvements set forth in the Improvement Plan shall be performed by the District.

6. **Construction.** Subject to the conditions and provisions hereinafter specified, the District agrees to cause the Road Improvements to be constructed in accordance with the final plans and specifications. During the course of the construction of the Road Improvements set forth in the Improvement Plan, the County may at any time cause inspection of the work to insure compliance with the final plans and specifications. The Parties hereto agree that the County will own, operate and, at its cost, maintain the Cornhusker Road Improvements constructed or installed within the right-of-way upon completion until such time as these obligations are passed to another entity by operation of law, except for any street lighting, landscaping, trees, sidewalks or bike trails. District shall maintain all street lighting, landscaping, trees, sidewalks and bike trails. The 96th Street Road Improvements are within the control of the City thus, County shall not own, operate, or maintain any of the 96th Street Improvements

   a. **Bid.** All construction work occasioned by this Agreement shall be performed by the contractors furnishing the lowest responsible bid as determined pursuant to formal bidding requirements in accordance with the laws of the State of Nebraska and as thereafter approved by the Parties.

   b. **Guarantee Period.** For a period of two years following County acceptance of the construction of the Cornhusker Road Improvements, (“Guarantee Period”), all contractors performing work on the Cornhusker Road Improvements pursuant to this Agreement shall furnish a performance bond to the Lead Agency, which shall remain in full force and effect until the end of the Guarantee Period and which, in part, shall provide for the good and faithful performance of the construction contract, plans and specifications by contractor, for compliance by contractor with all applicable laws, for payment of material, labor and rentals, and for the payment of the unemployment payment to the Department of Labor of the State of Nebraska as provided by law. Additionally, all contractors performing work on the Cornhusker Road Improvements discussed herein shall expressly guarantee the work and materials described herein during the Guarantee Period. Further, Lead Agency shall require all contractors to (1) deliver the work or materials in all respects in good condition and repair and (2) agree to correct and repair promptly all failures of any kind during the Guarantee Period.

   c. **Adherence.** All contracts with third parties pertaining to the construction of Road Improvements shall, in part, provide full and faithful adherence to the plans and specifications for the work, partial payments during construction based upon work completed and certified by the Lead Agency's engineers for final payment upon completion and certification by the Parties in accordance with this Agreement.
7. **SARPY COUNTY ENGINEER SIGNATURE REQUIRED:** THE SARPY COUNTY ENGINEER OR HIS DESIGNEE IS REQUIRED TO SIGN THE FINAL CONSTRUCTION PLANS PRIOR TO THE CONSTRUCTION PLANS BEING ADVERTISED FOR BID. IF THE SARPY COUNTY ENGINEER OR HIS DESIGNEE’S SIGNATURE IS NOT ON SAID CONSTRUCTION PLANS PRIOR TO THE BID ADVERTISEMENT, THE PARTIES AGREE THAT SARPY COUNTY SHALL HAVE NO FINANCIAL OBLIGATIONS FOR THE ROAD IMPROVEMENTS ADDRESSED WITHIN THIS AGREEMENT.

8. **Road Improvements Cost Estimates.** The estimated costs for the Road Improvements are set forth in Estimated Construction Cost, Exhibit "C". In the event that the actual low bid for the Road Improvements received by the District is 20% or greater than the costs set forth in the Estimated Construction Cost, the Parties may reevaluate and review the proposed Road Improvements and perform a cost analysis on the Road Improvements. Notwithstanding any other provision herein, if the actual low bid for the Road Improvements is 20% or greater than the Estimated Construction Cost, no Party shall be required to contribute to, pay, or participate in the cost of the Road Improvements or any portion thereof without further written agreement.

9. **Allocation and Payment of Design and Construction Costs.** Payment for the Actual Total Costs of the Road Improvements shall be made by each of the Parties hereto in accordance with the terms of this Agreement. Parties will allocate appropriate funds in accordance with the estimates and pro-rata shares. Any Actual Total Costs of the Road Improvements exceeding the estimated construction costs shall be treated and proportionally paid the same as those costs depicted on the Estimated Construction Cost exhibit, unless otherwise provided for herein. “Proportionally paid” shall mean County shall pay for 50% or fraction, and District shall pay for 50% or fraction of the Actual Total Costs of the Road Improvements. The Actual Total Costs of the Road Improvements shall be split between the Parties as follows:

   a. **Cornhusker Road Improvements:** District shall pay for the design, grading, drainage and paving costs adjacent to its development. Cornhusker Road Improvements will consist of two (2) lanes of concrete, curbs and gutter. The County shall reimburse the District for 1/2 (50%) of the cost of Cornhusker Road Improvements. All of the Cornhusker Road Improvements shall be constructed in phases consistent with that certain Subdivision Agreement entered into by and between the developer, the District and the City of Papillion, Nebraska, including all exhibits attached thereto. Once the Cornhusker Road Improvements have been completed and the Actual Total Cost of said Cornhusker Road Improvements is known, the District will bill the County for its respective share of the Actual Total Cost of the Cornhusker Road Improvements. The County shall pay within thirty (30) days after receipt of such statement.

   b. **96th Street Improvements:** District shall pay for the design, grading, drainage and paving costs adjacent to its development. 96th Street Improvements will consist of a traffic signal and northbound left turn lane of concrete, curbs and gutter at
the intersection of Cornhusker Road and a traffic signal, northbound left turn lane and southbound right turn lane of concrete, curbs and gutter at the intersection of Osprey Lane. The County shall have no obligation to pay for the cost of these 96th Street Improvements. All of the 96th Street Improvements shall be constructed in phases consistent with that certain Subdivision Agreement entered into by and between the developer, the District and the City of Papillion, Nebraska, including all exhibits attached thereto.

c. The 96th Street Improvements shall consist of the construction of traffic signals and turning lanes. District shall pay for one hundred percent of the Actual Total Cost of the 96th Street Improvements. District may seek reimbursement from future developments in the area for one-half (1/2) of the costs. The County shall have no obligation to pay for any of the 96th Street Improvements. The County does not guarantee any reimbursement to District for said one-half (1/2) described herein.

10. Hold Harmless. District shall hold County harmless for any claims whatsoever relating to street lighting, landscaping, trees, sidewalks, or trails associated with the Cornhusker Road Improvements. District shall hold County harmless for any claims whatsoever relation to any portion of the 96th Street Improvements.

11. Lincoln Road Reimbursement. District shall reimburse County for one-third (1/3) of the Actual Total Cost of the construction of the improvements to Lincoln Road based upon the District’s Lincoln Road Frontage. The Actual Total Cost of said Lincoln Road Reimbursement is $113,098.00 as shown on Exhibit “D”, attached hereto and incorporated herein by reference. County will submit an invoice of the Actual Total Costs of the Lincoln Road Reimbursement to District and District shall pay no later than one (1) year following the date the City of Papillion approves the final plat.

12. Abandonment of Development. The District is willing to begin the process for the development of the Road Improvements, which includes the designs, plans and specifications for the Road Improvements, acquiring right-of-way and easements and bid letting; provided, however, in the event District or the developer of District abandons development plans, by written notice to County, has completed or is in the process of having designs, plans and/or specifications drawn up, acquiring right-of-way or easements, or performing any other necessary work prior to the completion of bid letting, District shall be solely responsible for the entirety of all such costs incurred by District. “Abandons development plans” shall be defined as District or the developer of District electing to no longer construct its primary development project or District’s and/or the developer of District’s failure to execute and record the final plat and enter into all of the necessary development agreements within one year of County’s execution of this Agreement. In the event District or the developer of District abandons the development plans for the Subdivision or for the Road Improvements after District has completed the bid awards for the Road Improvements, then County and District will promptly determine
a reasonable and logical termination point for such construction (each a "Termination Point") and the applicable District General Contractor will complete construction to such Termination Point. County and District agree to use good faith efforts to (i) establish a Termination Point that requires the least amount of additional construction as possible and (ii) cause the applicable District General Contractor to return any unused materials which are not required to complete construction to the Termination Point(s) and are allowed to be returned to the supplier for a refund for the same. The Parties agree to remain proportionally responsible for the costs of the Road Improvements, unless otherwise provided for herein. District shall be solely responsible and pay for any restocking and/or shipping fees or other costs related to such returns. County shall reimburse District for its proportionate share of the construction costs less any restocking or shipping fees within thirty (30) calendar days after receiving copies of the final pay request for the completion of construction to the Termination Point.

13. Timing of Work: It is the mutual desire and intention of the Parties that the Road Improvements set forth in the Improvement Plan shall be commenced within 270 days after Final Plat for the Subdivision has been recorded in the Office of the Sarpy County Register of Deeds, approximately no later than (June 30, 2019). Accordingly, the Parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner. Construction of Road Improvements shall commence within three years of the date of the County signature. If construction of Road Improvements has not commenced within three years of said signature, County shall not have any obligation to participate in any way, financially or otherwise in the construction of the Road Improvements described in this Agreement. For the purposes of this Section 9, Construction of Road Improvements shall mean the District contractor has physically started to construct the Road Improvements of Cornhusker Road and 96th Street as described herein.

14. Road Right of Way, Easements, and Utility Relocation: Prior to the commencement of the bidding process for any of the Road Improvements described in this Agreement, District, at no cost to County shall dedicate the right of way and easements within the Development Area reasonably necessary for said Cornhusker Road Improvements. To the extent required, District shall record said right of way or easements with the Sarpy County Register of Deeds. Said rights of way and easements shall be in form and substance reasonably satisfactory to County’s attorney and shall be approved by County’s engineer and/or surveyor, such approval not to be unreasonably withheld, conditioned or delayed. The District shall be soley responsible for acquiring all public right-of-way and temporary construction easements necessary for the grading and construction of Cornhusker Road Improvements and 96th Street Improvements, at no expense to Sarpy County. There are no utility relocations necessary or required for the construction of Cornhusker Road and 96th Street. If the final costs for right of ways or easements are 20% or greater than the estimated right of way/easement acquisition costs as identified in the Estimated Construction Cost, then prior to finalizing the land acquisition, the District shall obtain County’s written approval for the increased right of way/easement acquisition cost.
15. **Records.** The Engineering Contractor, as agent for District, shall maintain records of all Construction Costs incurred by District in connection with the Road Improvements, and County shall have the right to audit and review such records at any time to assure that such records are accurate.

16. **Duration.** This Agreement shall continue until such time as the obligations of the Parties under this Agreement have been completed, unless this Agreement is terminated sooner by the written agreement of all Parties hereto.

17. **Appointment of Administrators.** The District shall be the lead agency for this Agreement. The Sarpy County Engineer shall administer this Agreement on behalf of Sarpy County, Thompson, Dreessen & Dorner, Inc. shall administer this Agreement on behalf of District.

18. **Nondiscrimination Clause.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1122, each party agrees that it nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

19. **Drug Free Policy.** Each Party hereto represents and warrants to the other that it has established and maintains a drug free workplace policy.

20. **Choice of Law.** This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.

21. **Entire Agreement.** This instrument contains the entire agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by all parties. Nebraska law shall govern the terms and performances under this Agreement.

22. **Severability.** In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.

23. **New Employee Work Eligibility Status.** The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic
verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

24. **Conflict of Interest.** The Parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the Parties to this Agreement to solicit or secure this contract, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the parties, any fee, commissions, percentage, brokerage fees, gifts or other consideration, contingent upon or resulting from the award or making of this contract.

25. **Representations.** Each Party hereto represents and warrants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such party have been duly authorized by all necessary action on behalf of such Party.

26. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

27. **Indemnification.** Each Party agrees to release, indemnify and hold harmless (“Indemnifying Member”) each other Member (“Indemnified Member”) and said Indemnified Member’s officers, officials, employees and agents, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligent acts or omissions of the Indemnifying Member, or the officers, officials, employees, agents or contractors of the Indemnifying Member related to or arising out of the terms and requirements of this Agreement.

IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year affixed hereon. Executed on the dates indicated with the signatures below.

[Signature pages to follow]
Executed by the County of Sarpy, Nebraska, this ___ day of ____________, 2018.

COUNTY SARPY, NEBRASKA

By:__________________________________

Chairman

ATTEST: __________________________________________

County Clerk

APPROVED AS TO FORM: __________________________________________

By: ____________________________

Deputy County Attorney
Executed by Sanitary and Improvement District No. 336 of Sarpy County, Nebraska, this 15th day of November, 2018.

SANITARY AND IMPROVEMENT DISTRICT NO. 336 OF SARPY COUNTY, NEBRASKA,

By: ________
   Chairman

ATTEST:

   ________
   Clerk
CORNHUSKER ROAD PAVING
9" P.C.C. PAVEMENT = 5,385 S.Y.

CORNHUSKER ROAD STORM
15" R.C.P. = 40 L.F.
18" R.C.P. = 550 L.F.
30" R.C.P. = 50 L.F.
CURB INLET = 8 EA.
18" F.E.S. = 3 EA.
30" F.E.S. = 1 EA.
TYPE II AREA INLET = 2 EA.
# EXHIBIT C

**CORNHUSKER ROAD IMPROVEMENT**

**ESTIMATED CONSTRUCTION, ENGINEERING, DESIGN, AND CONSTRUCTION MANAGEMENT COST**

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<th>UNIT PRICE</th>
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**MISCELLANEOUS (+ 5%)**

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**TOTAL ESTIMATED CONSTRUCTION COST:**  
$411,660

**ENGINEERING, DESIGN AND CONSTRUCTION MANAGEMENT COST:**  
20%  
$82,332

**TOTAL ESTIMATED CONSTRUCTION, ENGINEERING, DESIGN AND CONSTRUCTION MANAGEMENT COST:**  
$493,992

**SARPY COUNTY TO PAY 50%**  
$246,996
Exhibit D

Quantities for frontage of Lincoln Way Development
Frontage for Development is 21% of the total length of Lincoln Road Project.

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<tr>
<td>Thickened Edge Pavement</td>
<td>34</td>
<td>LF</td>
<td>$ 3.60</td>
<td>$ 122.0</td>
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<tr>
<td>Construct 6&quot; Concrete Dr.</td>
<td>18</td>
<td>SY</td>
<td>$ 43.00</td>
<td>$ 774.00</td>
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<tr>
<td>Construct 18&quot; RCP Class III</td>
<td>307</td>
<td>LF</td>
<td>$ 39.20</td>
<td>$ 12,034.00</td>
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<tr>
<td>Construct 18&quot; RC FES</td>
<td>3</td>
<td>EA</td>
<td>$ 883.00</td>
<td>$ 2,649</td>
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<tr>
<td>Construct Curb Inlet Type I</td>
<td>6</td>
<td>EA</td>
<td>$ 2,517.00</td>
<td>$ 15,102.00</td>
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<tr>
<td>Install Seeding- Type B</td>
<td>2</td>
<td>AC</td>
<td>$ 705.50</td>
<td>$ 1411.00</td>
</tr>
<tr>
<td>Install Mulch</td>
<td>2</td>
<td>AC</td>
<td>$ 570.00</td>
<td>$ 1140.00</td>
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<tr>
<td>Install Cover Crop Seeding</td>
<td>2</td>
<td>AC</td>
<td>$ 217.05</td>
<td>$ 434.00</td>
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<td>Straw Waddle Ditch Checks</td>
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<td>LF</td>
<td>$ 3.30</td>
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<td>Install Rolled Erosion Control Type IV</td>
<td>852</td>
<td>SY</td>
<td>$ 2.05</td>
<td>$ 1,747.00</td>
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<tr>
<td>Turf Reinforcement Mat Type B</td>
<td>401</td>
<td>SY</td>
<td>$ 3.95</td>
<td>$ 1,584.00</td>
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<tr>
<td>Install Permanent Paint Marking 5&quot; White Grooved</td>
<td>1,472</td>
<td>LF</td>
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<tr>
<td>Install Permanent Paint Marking 5&quot; Yellow Grooved</td>
<td>1,963</td>
<td>LF</td>
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<td>$ 1,963.00</td>
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<tr>
<td>Install Permanent Bike Lane Marking &amp; Arrow</td>
<td>1</td>
<td>EA</td>
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<td>$ 131.00</td>
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<td>Install Permanent Marking Tape Directional Arrow</td>
<td>1</td>
<td>EA</td>
<td>$ 375.00</td>
<td>$ 375.00</td>
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<tr>
<td>Install Traffic Posts and Signs</td>
<td>1</td>
<td>LS</td>
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<td>$ 410.00</td>
</tr>
<tr>
<td>Provide Temporary Traffic Control</td>
<td>1</td>
<td>LS</td>
<td>$ 220.00</td>
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<td>TOTAL $ 261,143.00</td>
</tr>
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</table>

Total Construction Costs $ 261,143.00
Exhibit D

Total Construction Costs = $ 261,143 / 3 = $ 87,048.00

Total Engineering Design Costs:
$ 101,980.04 x .21 = $ 21,415.81 $ 21,415.81 / 3 = $ 7,138.60

Total Construction Engineering Costs;
$145,82.00 x .21 = $ 30,622.00 $ 30,622.00 / 3 = $ 10,207.40

Lincoln Way Development Total Reimbursement = $ 104,393.00
(Revised 10/22/18)