BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN THE INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN SARPY COUNTY AND DOUGLAS COUNTY FOR PROFESSIONAL ENGINEERING SERVICES FOR 180TH AND HARRISON

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, pursuant to Neb. Rev. Stat. §13-801, et seq., an Interlocal Cooperation Act Agreement has been proposed between Douglas County and Sarpy County for the professional engineering services including development of design plans for the addition of right turn lanes at the intersection of 180th and Harrison Streets, as 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

13th day of December, 2016.

Attest

[Signature]

SEAL

[Seal]

Sarpy County Board Chairman

County Clerk
MEMORANDUM

To: Sarpy County Board of Commissioners
From: Dennis L. Wilson, Sarpy County Engineer
Subject: Interlocal Agreement for Preliminary Engineering for 180th Street and Harrison Street intersection improvements.
Date: December 7, 2016

I recommend approval of the Interlocal Agreement with Douglas County for Preliminary Engineering Services for the Intersection improvements to 180th Street and Harrison Street. The agreement is not to exceed $24,900.00 with Sarpy County paying 50% and Douglas County paying 50%.

To note the Public Works Department will utilize ASIP fees to fund the preliminary engineering for the above mentioned project.

DLW/bjh
INTERLOCAL COOPERATION AGREEMENT
180TH AND HARRISON STREET

This Agreement is by and between the County of Sarpy, Nebraska and the County of Douglas, Nebraska.

WHEREAS, the parties hereto are political subdivisions, duly authorized and existing under the laws of the State of Nebraska; and

WHEREAS, the population growth in the area of 180th and Harrison Street has created an increased volume of traffic; and

WHEREAS, the Parties wish to engage a consultant to develop design plans for the addition of right turn lanes at the intersection, and

WHEREAS, in order to promote the health and safety of the residents of both parties to this Agreement, the parties will have the option to enter into a Supplemental Agreement to effectuate the construction of the right turn lanes, and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq (Reissue 2012), the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to 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 local communities;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES,
PURSUANT TO NEB. REV. STAT. § 13-807 (REISSUE 2012), AS FOLLOWS:

I. This Agreement shall expire upon the performance of all the obligations of the parties as described herein.

II. No separate legal or administrative entity will be created hereunder. Existing agents of the respective Parties will complete the terms of this contract. It shall be administered jointly by the parties, through a representative to be designated by each party. There shall be no jointly held property as a result of this Agreement. Each party shall separately finance and budget its own obligations.
under this Agreement. This Agreement does not authorize the levying, collecting or accounting of any tax.

III. The purpose of this Agreement is to share the cost for the engineering services on the addition of right turn lanes at the intersection of 180th Street and Harrison Street, hereinafter “The Project.” Attached as Exhibit “A” is a proposal for The Project, the description of which is incorporated herein by reference.

IV. The Project will be finances as may be provided for by law for each of the respective Parties. This Agreement may be amended as may be required for purposes of aiding a party hereto in financing its obligations under this Agreement.

V. Termination of this Agreement shall properly occur on the completion of the Project.

VI. Douglas County shall serve as the lead agent for the purposes of completion of the Project. Douglas County shall select a consultant for the completion of the engineering services described in Exhibit “A” and enter in to the appropriate contract with said consultant. Said study and the contract for said study shall be in conformance with the terms of Exhibit “A.” Douglas County shall be responsible for payments due to said consultant under said contract, but shall be entitled to partial reimbursement of said payments as described in paragraph VII below.

VII. The cost of this project will not exceed $24,900.00 with Douglas County to pay 50% and Sarpy County to pay 50% of the project costs. If the cost is going to exceed $24,900.00, prior approval will be required.

VIII. At such time as any payment is required to be paid to the consultant pursuant to the contract described in paragraph VI above, Douglas County shall provide notice to Sarpy County of the date and amount said payment is due. Sarpy County shall make the required payment within 30 days of the receipt of said notice.

IX. Pursuant to Neb. Rev. Stat. § 13-804 (5) (Reissue 2012), the Parties hereto acknowledge, stipulate, and agree that this Contract shall not relieve any public

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Douglas County Project No. SP-2014(03)

180th and Harrison Street
agency of any obligation or responsibility imposed upon it by law.

X. Pursuant to Neb. Rev. Stat. § 23-3113 (Reissue 2012), the Parties hereto declare and affirm that no officer, member, or employee, and no member of their governing bodies, and no other public official of parties who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, nor any partnership, or association in which he or she is directly or indirectly interested, shall have any personal or financial interest in the Agreement; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

XI. It is understood and agreed by the Parties hereto that if any part, term, condition or provision of this Agreement is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parties, terms, conditions or provisions shall not be affected, and the rights and obligation of the Parties shall be construed and enforced as if the contract did not contain the particular part, term, condition or provisions held to be invalid.

XII. Drug-Free Workplace. The parties hereto certify that they maintain a drug-free workplace environment to ensure worker safety and workplace integrity.

XIII. Public Employer. Pursuant to and in order to be in compliance with Neb. Rev. Stat. § 4-114(2), each Party hereby agrees to use a federal immigration verification system, as that system is described in the Illegal Immigration Reform and Immigration Responsibility Act of 1996, to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

XIV. Non Discrimination. The parties hereto agree that they and their sub-contractors will not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to his hire and conditions of employment because of his race, color, religion, sex, disability, or national origin.
IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals this 13th day of December, 2016.

COUNTY OF SARPY, NEBRASKA,
A Body Politic and Corporate.

By
Chairman, Sarpy County Board of Commissioners

12-13-16

Approved as to form and content:

Deputy County Attorney

ATTEST:

Clerk

Chair, Douglas County Board of Commissioners

APPROVED AS TO FORM:

Deputy County Auditor

Douglas County Project No. SP-2014(03)
180th and Harrison Street
BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:
the Chairman be and is hereby authorized to execute the Interlocal Agreement between Sarpy County, Nebraska and Douglas County, Nebraska, copies of which are attached hereto and incorporated herein by reference; Douglas County Project No. SP-2014(03), the addition of right turn lanes at the intersection of 180th and Harrison Street.

DATED THIS 10TH DAY OF JANUARY, 2017.

Motion by Kraft, second by Duda to approve. I move the adoption of the resolution.
Adopted: January 10, 2017
Yeas: Cavanaugh, Duda, Kraft, Morgan, Rodgers, Borgeson
Abstain: Boyle

(CERTIFIED COPY)

[Signature]
Daniel A. Esch
Douglas County Clerk
March 7, 2016

Mr. Dan Kutilek, PE
Douglas County Traffic Engineer
15505 West Maple Road
Omaha, NE 68116

RE: Proposal for Engineering Design Services
180th and Harrison Streets – Project SP-2014(03) – Right Turn Lanes

Dear Dan:

Felsburg Holt & Ullevig (FHU) is pleased to present this proposal to develop design plans for the addition of right turn lanes at the intersection of 180th Street and Harrison Street in Douglas County (County).

Scope of Services
The tasks below describe the engineering services to be provided by FHU to the County for the addition of right turn lanes at the intersection 180th Street and Harrison Street. This agreement consists of the development of design plans and construction documents. Assistance by FHU during the construction phase is optional and can be provided to the County through a written supplement to this agreement.

TASK 1. Project Management

a. Project Management – The FHU Project Manager will serve as point of contact, maintain project schedule and budget, be responsible for coordinating work, and provide regular progress reports with invoices. Matt McFadden, PE will serve as the Principal In Charge and Josh Palik will serve as the Project Manager for this project.

TASK 2. Meetings

a. Progress Meetings - FHU will attend two progress/review meeting with County staff. If requested by the County, FHU can attend additional meetings to report on project progress and answer questions at our standard hourly rates.

b. No Public Information Meetings are planned as part of this scope - If a public meeting is requested by the County, FHU will provide a fee estimate to prepare displays and handouts for the public meeting, and attend the public meeting.

TASK 3. Topographic Information

a. The County will complete the topographic survey and provide it along with control points to FHU to utilize for base maps in their drawings. The necessary topographic
information will include the existing edge of pavement lines, centerlines, drives, above ground and underground utilities, storm sewer, manholes and any additional topographic features necessary to design and construct the project. FHU will also utilize existing aerial photography to supplement the survey.

TASK 4. Utility Coordination

a. **Utility Location/Verification**- FHU will review the utility locations shown on the plans, and verify these locations during field inspections. Plans will be printed and distributed to the utility companies for verification of ownership, type, size, location, and cased or uncased. FHU will request that the utility companies return marked up plans with utility verification.

b. **Utility Conflict Meetings/Coordination**- Identification and verification by the utility companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished early in the design process. FHU does not anticipate any significant conflicts, however, if a conflict is identified, FHU and the County's Project Manager will discuss the conflicts and attempt to avoid them. If avoidance is not possible, FHU will then request the utility company to verify the conflict and provide a preliminary plan to relocate the utility in conflict.

FHU shall include time for coordination via phone calls, emails and one-on-one meetings with affected utilities, depending on the complexity of the potential conflict.

TASK 5. Traffic Analysis

a. **Traffic Analysis**- FHU will review the traffic counts provided by the County and complete an analysis to determine proper right turn bay storage lengths.

TASK 6. Wetland Determination

a. **Wetland Determination**- FHU's environmental scientist will visit the site to make a determination whether wetlands are present or not. The initial review of the site would suggest that there aren't any wetlands within the areas of the proposed improvements, however, the process would need to be completed and documented for the record. In the event wetlands are identified in the areas of the proposed improvements, FHU will submit a proposal to supplement this contract to address the wetland impacts.

TASK 7. Design Plan Submittals

a. **Preliminary Plans**- FHU shall prepare project base plans and plan sheets in accordance with County's standards. Plan sheets to be included in the submittal include the following:
   - Cover Sheet
   - Typical Sections Sheet
   - General Note Sheets
   - Horizontal/Vertical Control Sheets
   - Geometric and Grade Sheets
   - Roadway Construction and Removal Sheets
b. **Final Plans** - FHU shall prepare a final plan set in accordance with County standards. This includes, but is not limited to, the following sheets:

- Right-of-Way Plan Sheets
- Cross Sections
- Cover Sheet
- Summary of Quantities Sheet
- General Notes Sheet
- Detail Sheets
- Horizontal/Vertical Control Sheets
- Construction Phasing Sheets (if necessary)
- Geometric Sheet and Grade Sheets
- Roadway Construction and Removal Sheets
- Pavement Marking & Signing Sheets
- Traffic Signal Modification Sheet (if necessary)

c. **Cost Estimates** - FHU shall prepare and submit cost estimates twice during the project. Once during preliminary design and once with final design.

d. **Special Provisions** - FHU will submit Special Provisions (if necessary) with the plan submittal.

e. **Final Plan Submittal** - Upon incorporating review comments into the plan set and special provisions, FHU shall prepare and submit all drawings, special provisions, and an updated total project cost estimate, to the County's Project Manager for the final review. Upon County acceptance of the final plans, FHU shall prepare and submit the bid package to the County's Project Manager. The bid package includes sealed drawings, sealed special provisions, an engineer's estimate, and the County's standard front end agreement.

We propose to conduct the traffic study on a "time and materials" basis. Under such an agreement, we are compensated on an hourly basis for all labor. Other direct costs, such as printing, are reimbursed at a rate of 1.1 times actual cost. The following are our standard hourly billing rates for the personnel expected to be involved in this project:

- Principal I: $190.00/Hour
- Project Manager: $135.00/Hour
- Engineer V: $150.00/Hour
- Engineer IV: $135.00/Hour
- Engineer II: $100.00/Hour
- Senior Designer: $130.00/Hour
- Environmental Scientist II: $100.00/Hour
- Administrator: $80.00/Hour

At these standard hourly rates, we have estimated that the design plans could be completed for a maximum budget of $24,900. This amount would be established as a "not to exceed" limit beyond which no charges could be made without your prior approval. If attendance at additional meetings is required, we can do so at our standard hourly rates.
March 7, 2016
Mr. Dan Kutilek, P.E.

We propose to complete the preliminary plans approximately 60 days after a notice to proceed and receipt of the survey. Upon receipt of review comments from Douglas County, FHU will submit final plans within 30 days. Should the County require additional intersections or design features to be included in the plans, we will notify you immediately regarding any impact to the cost of the project or the project schedule.

If the conditions of this proposal are acceptable to you, please print out this letter and the attached Letter Agreement Standard Provisions, sign both and send a copy back for our files. In an effort to expedite the project, you can send me an e-mail noting your acceptance and notice to proceed. You can then send the signed letter proposal and standard provisions back via regular mail. If you have any questions about this proposal, please give me a call. Thank you for the opportunity to work with you and your staff on this project.

Sincerely,

FELSBURG HOLT & ULLEVIG

Matthew B. McFadden, PE
Principal

Accepted By

Chairman

Date

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