

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 7, 2014 AGENDA**

Subject:	Type:	Submitted By:
SANITARY SEWER LINING, INTERLOCAL AGREEMENT WITH CITY OF PAPILLION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the execution of an Interlocal Cooperation Agreement with the City of Papillion for preparing plans and specifications, and obtaining bids for sanitary sewer lining improvements in Papillion and La Vista.

FISCAL IMPACT

Plans and specifications will be prepared by in-house engineering personnel of both cities through a joint effort to prepare one set of bidding documents. Each City will be responsible to contract directly with the low bidder and to make progress payments to the contractor as they become due. The FY15 CIP budget includes funding in the amount of \$16,000 from the Sewer Fund.

RECOMMENDATION

Approval

BACKGROUND

The Capital Improvement Program includes the 69th Street Sanitary Sewer Lining project. This includes installing a liner in 400 feet of 8-inch sanitary sewer from approximately 7341 to 7401 South 69th Street. This section of sewer has a higher than average frequency of plugging due primarily to root penetration at deteriorated pipe joints and cracks. The liner is expected to eliminate the root penetration.

The proposed sewer system rehabilitation improvements require specialized construction services by out-of-town contractors that must mobilize to this area. It is of mutual economic benefit to jointly prepare plans and specifications and share in the use of the specialty contractor. The lead agent will be the City of Papillion.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF PAPILLION FOR PREPARING PLANS AND SPECIFICATIONS AND OBTAIN BIDS FOR SANITARY SEWER LINING IMPROVEMENTS IN PAPILLION AND LA VISTA.

WHEREAS, the cities of La Vista and Papillion the section of sewer from approximately 7341 to 7401 South 69th Street has a higher than average frequency of plugging due primarily to root penetration at deteriorated pipe joints and cracks; and

WHEREAS, the proposed sewer system rehabilitation improvements require specialized construction service by out-of-town contractors that must mobilize to this area; and

WHEREAS, the cities have agreed that it is of mutual economic benefit to jointly prepare plans and specifications and share in the use of the specialty contractor; and

WHEREAS, each city will be responsible to contract directly with the low bidder and make progress payments to the contractor as they become due; and

WHEREAS, the FY15 Capital Improvement Program includes funding for this project;

NOW THEREFORE, BE IT RESOLVED, that the Mayor City Council of the City of La Vista, Nebraska authorize the execution of an Interlocal Cooperation Agreement with the City of Papillion for preparing plans and specifications and obtain bids for Sanitary Sewer Lining Improvements in Papillion and La Vista.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

INTERLOCAL COOPERATION ACT AGREEMENT

SEWER LINING

AMONG

THE CITY OF LA VISTA

AND

THE CITY OF PAPILLION

This agreement ("Agreement") is hereby made and entered into as of this _____ day of _____, 2014, by and among the CITY OF LA VISTA ("La Vista"), the CITY OF PAPILLION ("Papillion"), municipal corporations organized and existing under the laws of the State of Nebraska (collectively referred to hereinafter as "the Parties").

WHEREAS, La Vista owns, operates and maintains a public sanitary sewer and storm sewer collection system; and,

WHEREAS, Papillion owns, operates, maintains a public sanitary sewer and storm sewer collection system; and,

WHEREAS, the Parties desire to undertake certain storm or sanitary sewer system rehabilitation improvements in order to protect their mutual interests and pursuant to the authority granted to the Parties by the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801, et.seq.), the Parties desire to enter into this Agreement to delineate and provide for their specific rights and obligations with respect to the design and construction of said repairs; and,

WHEREAS, the proposed sewer system rehabilitation improvements require specialized construction services by companies that must mobilize to either Papillion or La Vista and sharing in the engagement of such contractors is of mutual economic benefit to the Parties; and,

WHEREAS, Papillion and La Vista desire to share in the preparation of plans and specifications which shall be performed by personnel already employed by the Parties and therefore do not need to hire outside professional services for design and construction engineering services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties do hereby mutually undertake, promise, agree, and contract each for itself and its successors and assigns as follows:

I. PURPOSE

The purpose of this Agreement is to specify the terms and conditions upon which the Parties will prepare plans and specifications, prepare cost estimates, solicit bids and administer a construction contract for sewer rehabilitation improvements on existing sewer systems owned by the Parties.

II. RIGHTS, DUTIES, AND OBLIGATIONS OF PAPILLION

Papillion agrees to:

1. Act as the lead administrator for preparation of plans and specifications and solicitation of bids from qualified contractors for the proposed sewer rehabilitation improvements.
2. Incorporate into the plans and specifications the locations of sewer rehabilitation improvements in the City of La Vista based upon information that is provided by La Vista.
3. Provide copies of all plans and specifications to La Vista for review and approval.
4. Compile bids received and any qualifications required for bidders proposing to perform the sewer rehabilitation improvements and provide such information for review by La Vista.
5. Provide copies of any technical information supplied by the successful bidder that is relevant to the portion of the sewer rehabilitation improvements that is to be performed for La Vista.
6. Award a contract to the lowest cost, qualified bidder based upon the lowest total bid that is determined to be in the best interests of Papillion for the sewer rehabilitation improvements located in the City of Papillion.
7. Contract separately for the proposed sewer system rehabilitation improvements located in the City of Papillion and make progress payments directly to the contractor as payment becomes due.

8. Perform or arrange for construction observation and testing of the work in the City of Papillion.

III. RIGHTS, DUTIES, AND OBLIGATION OF LA VISTA

La Vista agrees to:

1. Timely review and comment on plans, specifications, and documents for the proposed sewer system rehabilitation improvements submitted by Papillion, such reviews to not be withheld or delayed unreasonably.
2. Provide information as needed to assist Papillion in preparing plans and specifications.
3. Award a contract to the lowest cost, qualified bidder based upon the lowest total bid that is determined to be in the best interests of La Vista for the sewer rehabilitation improvements located in the City of La Vista.
4. Contract separately for the proposed sewer system rehabilitation improvements located in the City of La Vista and make progress payments directly to the contractor as payment become due.
5. Perform or arrange for construction observation and testing of the work in the City of La Vista.
6. La Vista shall not be required to enter into a construction contract for any of the sewer system rehabilitation improvements upon which bids are received and shall not be liable for any costs if it does not enter into a contract for part or all of any improvements upon which bids are taken for improvements in La Vista.

IV. GENERAL CONDITIONS

1. **NONDISCRIMINATION.** None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability as defined under the Americans with Disabilities Act, political or religious opinions, affiliations, or national origin.
2. **CAPTIONS.** Captions used in this Agreement are for convenience only.

3. APPLICABLE LAW. The Parties shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
4. INTEREST OF THE PARTIES. Each of the Parties to this Agreement covenants with the other that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with its performance under this Agreement.
5. MERGER. This Agreement shall not be merged into any other oral or written contract, lease, or deed of any type.
6. MODIFICATION. This Agreement contains the complete and entire Agreement of the parties. No representations were made or relied upon by any of the Parties other than those expressly set forth herein. No agent, employee, or other representative of any party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective Parties.
7. AMENDMENTS. This Agreement may be amended upon the actions of the Parties if done so in writing.
8. ASSIGNMENTS. A party may assign its rights under this Agreement only by written consent of the other Parties.
9. EFFECTIVE DATE. This Agreement shall become effective on the date that its execution by each and all of the Parties is complete.
10. INTERLOCAL COOPERATION ACT PROVISIONS. This Agreement shall not create any separate legal or administrative entity. It shall be administered jointly by the parties, through one representative to be designated by and on behalf of each party. Each party shall separately finance and budget its own duties and functions under this Agreement. There shall be no jointly held property as a result of this Agreement. The Agreement shall terminate upon completion of the work contemplated by the Agreement, unless the parties consent in writing to an earlier termination. Upon termination, each party shall retain ownership of the property it owns at the time of termination. This Agreement does not authorize the levying, collecting or accounting of any tax.

This Agreement is executed by THE CITY OF PAPILLION this ____ day of _____, 20__.

THE CITY OF PAPILLION

Attest:

By _____
MAYOR

CITY CLERK

This Agreement is executed by THE CITY OF La VISTA this ____ day of _____, 20__.

THE CITY OF La VISTA

Attest:

By _____
Mayor

CITY CLERK