NDOR
Nebraska
Department of Roads

AGREEMENT

CITY OF LINCOLN
STATE OF NEBRASKA, DEPARTMENT OF ROADS
FISCAL YEAR 2015 MAINTENANCE RESURFACING FOR SELECTED HIGHWAYS

THIS AGREEMENT between the City of Lincoln, ("City") and the State of Nebraska, Department of Roads, ("State"), and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, it is the desire of City and State to maintain the urban extensions of State highways in a favorable condition for the general public. Because of increased traffic and general deterioration of the roadway, some of the streets require resurfacing work City and State desire to join in resurfacing work on selected highways, and

WHEREAS, State for its Fiscal Year 2015 maintenance program is providing an estimated $2,330,000.00 for the resurfacing of various State highways in Lincoln, and

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

SECTION 1. City agrees to prepare specifications, take bids, award contracts, provide the necessary inspection to insure that performance of the work is within specification requirements and maintain sufficient records to fully document locations and actual costs of work performed.

City also agrees that State's share of the cost of the work shall be limited only to the actual construction cost of accepted work based on the lane responsibilities of City and State at the locations described in Section 4 herein.

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SECTION 2. State agrees to participate in the milling, pavement repair, asphalt pavement, joint repair, concrete patching. ASR repair, chip seal, adjusting inlets, adjusting manholes, adjusting utility boxes, traffic control and pavement striping, currently estimated at $2,330,000.00, at the following locations: US-34 - East O Street - North 25th Street to North 29th Street; US- 34 - North 10th Street to R Street; US- 34 - North 9th Street to North 16th Street; US-6 Cornhusker Highway - North 47th Street to North 49th Street; US- 6 - Cornhusker Highway - North 48th Street to North 52nd Street; US-34 East "O" Street - North 32nd Street to North 34th Street; US-6 Sun Valley Boulevard - North 11th Street to Cornhusker Highway; US-6 Cornhusker Highway - North 11th Street to North 20th Street; US-6 Cornhusker Highway - North 31st Circle to North 48th Street; US-34 East "O" Street - North 43rd Street to North 45th Street; US-34 East "O" Street - North 83rd Street to City Limits at 87th Street (concrete to asphalt); US-34 East "O" Street - North 25th Street to North 29th Street and US-34 East "O" Street - North 52nd Street to Wedgewood. Construction engineering is not included in the above construction costs.

SECTION 4. The specific locations of highways for which resurfacing is authorized are as follows:

US-34 - East O Street - North 25th Street to North 29th Street
(R.P. 325+88 to R.P. 326+20)

US- 34 - O Street to R Street
(R.P. 324+73 to R.P. 320+96)

US- 34 - North 9th Street to North 16th Street
(R.P. 324+66 to R.P. 325+20)

US-6 Cornhusker Highway - North 47th Street to North 49th Street
(R.P. 317+79 to R.P. 317+89)

US- 6 - Cornhusker Highway - North 48th Street to North 52nd Street
(R.P. 317+81 to R.P. 318+13)

US-34 East "O" Street - North 32nd Street to North 34th Street
(R.P. 326+40 to R.P. 326+64)

US-6 Sun Valley Boulevard - North 11th Street to Cornhusker Highway
(R.P. 314+52 to R.P. 314+79)

US-6 Cornhusker Highway - North 11th Street to North 20th Street
(R.P. 314+75 to R.P. 315+60)

US-6 Cornhusker Highway - North 31st Circle to North 48th Street
(R.P. 316+47 to R.P. 317+80)

US-34 East "O" Street - North 43rd Street to North 45th Street
(R.P. 327+20 to R.P. 327+38)

US-34 East "O" Street - North 83rd Street to City Limits at 87th Street (concrete to asphalt)
(R.P. 329+93 to R.P. 330+25)

US-34 East "O" Street - North 25th Street to North 29th Street
(R.P. 325+88 to R.P. 326+20)

US-34 East "O" Street - North 52nd Street to Wedgewood
(R.P. 327+82 to R.P. 329+21)

SECTION 5. City may submit progress billings to State no more often than monthly. Upon completion of the work described herein, City shall provide to State certification that the work has been performed according to specifications and City shall furnish a summary and supporting pay estimates of actual costs of work performed in the specific areas. City shall submit the foregoing items to the Department of Roads through the District 1 Office in Lincoln.

State agrees to make final payment to City for the actual eligible construction costs within thirty (30) days after inspection and approval of the work by State's District Engineer and subsequent receipt of City's invoice.

SECTION 6. City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126.

SECTION 8. The Parties hereto agree that:

(a) Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of City shall have a financial interest, direct or indirect, in any City contract. Any violation of this section with the knowledge of the person or corporation contracting with City shall render the contract voidable by the Mayor or Council.

(b) This contract contains the entire agreement of the Parties. No representations were made or relied upon by either party other than those expressly set forth herein. No agent, employee or other representative of either part is empowered to alter any of the terms hereon unless done in writing and signed by an authorized officer of the respective Parties.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the City this _____ day of _____, 2015.

ATTEST:

CITY OF LINCOLN

_____
City Clerk

_____
Mayor

EXECUTED by the State this _____ day of _____, 2015.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Thomas Goodbarn, P.E.

_____
District 1 Engineer