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AGREEMENT

LINCOLN COUNTY CLERK

THIS AGREEMENT is entered into this ____ day of _____, 2003, by and between the City of Lincoln hereinafter referred to as the "the City," and the County of Lancaster, Nebraska, hereinafter referred to as "the County."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.* (Reissue 1997), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, Lancaster County and the City of Lincoln are responsible for providing road improvement and maintenance to the streets and roads located within their respective jurisdictions; and

WHEREAS, the County has a bridge replacement project on County Bridge No. 0-66, which requires a road closure on Saltillo Road from South 25th to South 27th Street and requires the detour of traffic to South 14th Street, Yankee Hill Road and South 27th Street; and

WHEREAS, the City is currently grading and paving a four lane road on South 14th Street from Garret Lane to a point 2,100 feet south of the city limits; and

WHEREAS, the City is currently adding two lanes of paving on Yankee Hill Road from South 14th Street to Wilderness Ridge Drive; and

WHEREAS, a portion of the City construction is located outside the City limits and it is necessary for the County to have South 14th Street and Yankee Hill Road open for the purpose of the detour for bridge replacement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1) Length. The length of this Agreement shall be from the date of execution until the completion of the above described paving project and bridge replacement project, which is estimated to be the Spring of 2004.

2) Purpose. The purpose of this agreement is to grant the City permission to use County right-of-way for its paving project located on South 14th Street from Garret Lane to a point 2,100 feet south of the city limits as provided in Attachment "A", which is attached hereto and incorporated by this reference and to ensure that South 14th Street and Yankee Hill Road are open for the purpose of the detour for bridge replacement on County Bridge No. 0-66, which is a County project.

3) Responsibilities. The County will have the following duties and responsibilities:

- A. The County shall give permission to the City for the use of County owned right-of-way for the purpose of its paving project located on South 14th Street from Garret Lane to a point 2,100 feet south of the City limits as provided in Attachment "A".
- B. The County shall complete its bridge replacement project on County Bridge 0-66 recognizing that the City project is effected by County detours of traffic to South 14th Street, Yankee Hill Road and South 27th Street. Upon completion and opening of County Bridge No. 0-66 the County shall no longer detour traffic as provided in Attachment "A".
- C. The County agrees to contact the City upon completion and opening of County Bridge No. 0-66.

The City will have the following responsibilities:

- A. The City shall be responsible for proceeding with its construction as provided in Attachment "A" in a manner such that the County detour onto South 14th Street, Yankee Hill Road and South 27th Street shall not be affected.
- B. The City agrees to contact the Burlington Northern and Santa Fe Railroad to delay the crossing and signal work until County Bridge No. 0-66 is opened to traffic.
- C. The City shall furnish and erect additional traffic signs and changeable message boards to guide "detoured" traffic around both projects. The City agrees to provide the County with information regarding the nature and manner in which the additional traffic signs and message boards

shall be implemented.

4) Consideration. The County grants permission to the City for the use of County owned right-of-way for the purpose of its paving project located on South 14th Street from Garret Lane to a point 2,100 feet south of the City limits as provided in Attachment "A". The City shall be responsible for all of the paving and construction work described herein. The County retains responsibility for the bridge replacement on County Bridge No. 0-66.

5) Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the City shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the City.

6) Assignment. Neither the County nor the City shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to this agreement. It is expressly understood and agreed to by the parties that the City may subcontract the paving and construction services outlined herein and that the County may subcontract for bridge replacement services as outlined herein.

7) Hold Harmless. Each party agrees to indemnify and hold harmless to the fullest extent allowed by law, the other party from and against any and all claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from its acts and the acts of its agents and employees in performance of this agreement. Further, each party shall maintain a policy or policies of insurance sufficient in coverage and amount to pay any judgements or related expenses resulting from or in conjunction with any such claims. Each party agrees that it will be responsible for its own acts and omissions and the results of its own acts and omissions, and shall not be responsible for the acts or omissions of the other party. The parties agree to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to the Agreement, including acts or omissions by each party's own agents or employees related to this Agreement. Liability includes any claims, damages, losses, civil rights liability and expenses (including attorneys' fees) arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever including any bodily injury, sickness, disease, property, including any resulting loss of use.

8) Subcontractors. The City agrees to require any subcontractors, providing services under this agreement, to Indemnify and Hold the County Harmless to the same extent and as provided in section 7, of this agreement.

9) Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

10) Equal Employment Opportunity. In connection with the carrying out of the activities provided herein, neither the County nor the City shall discriminate against a bidder because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public

assistance.

11) Termination. This Agreement may be terminated at any time by either party giving sixty (60) days written notice.

12) The City further agrees that it shall require its subcontractors, providing services under this agreement, to agree to the following clause by including it in its subcontractor agreements:

Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

13) The City shall require any subcontractors, providing services under this agreement, to agree to the following clause by including it in its subcontract agreements:

Insurance.

Workers' Compensation Insurance

Contractor shall purchase and maintain during the term of this Agreement, Workers' Compensation Insurance, fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

General Liability Insurance

Contractor shall purchase and maintain during the term of this Agreement, General Liability Insurance, naming and protecting them and the County against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Agreement whether such operations be by Contractor or any one directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence
Automotive Liability	\$1,000,000 Combined Single Limit

The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and has provided the County with a Certificate of Insurance showing the specific limits of insurance required by this section and a policy endorsement showing Lancaster County as a named insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide Lancaster County thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

14) This agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

EXECUTED by the County this 29 day of April, 2003.

County of Lancaster

BY: Bernie Heier
Bernie Heier, Chairman
Lancaster County Board of
Commissioners

APPROVED AS TO FORM:

This 30th day of April, 2003.

David W. Johnson
Deputy County Attorney
for GARY E. LACEY
County Attorney

EXECUTED by the City this _____ day of _____, 2003.

City of Lincoln

BY: _____
Mayor Don Wesely

APPROVED AS TO FORM:

This 13th day of May, 2003.

Don W. Tante
Assistant City Attorney
for DANA W. ROPER
City Attorney