

## AGREEMENT

PROJECT NO. NH-6-6(154), STATE CONTROL NO. 12265  
CITY OF LINCOLN  
STATE OF NEBRASKA, DEPARTMENT OF ROADS  
LOCATION STUDY, ENVIRONMENTAL DOCUMENT, AND  
LOCATION PUBLIC HEARING

THIS AGREEMENT, entered into between the City of Lincoln, Nebraska, hereinafter referred to as the "City," and the State of Nebraska, Department of Roads, hereinafter referred to as the "State,"

### WITNESSETH:

WHEREAS, the State and City have performed a preliminary Location and Feasibility Study which considers alternatives for US-6 between West "O" Street and Cornhusker Highway, and

WHEREAS, the State and City desire to further develop the Location Study concepts, complete an Environmental Document as required by the National Environmental Policy Act (NEPA), and conduct a Location Public Hearing, and

WHEREAS, the State and City are willing to continue with the selected Consultant to further develop the Location Study concepts, completion of an Environmental Document, and conduct a Location Public Hearing, and

WHEREAS, relinquishment of segments of the current route of US-6 are a possibility, and

WHEREAS, the City is willing to participate in the total cost of said Study, estimated at \$250,000.00, by reimbursing the State for 20 percent of the total cost of the Study.

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

SECTION 1. The State and City have mutually selected a Consultant to perform all necessary preliminary engineering studies and designs. The City provided a representative to serve on the selection committee.

The work to be performed by the Consultant, under a separate agreement between the State and the Consultant, shall include further development of the Location Study concepts, preparation of an Environmental Document, and conducting a Location Public Hearing.

SECTION 2. The City shall reimburse the State for 20 percent of the Consultant costs of the above said Study. The study cost is currently estimated to be \$250,000.00. The City and State realize that this cost is an estimate, and that the final actual costs may be higher or lower than this estimate. When an agreement with the Consultant is executed for the work specifically

mentioned in Section 1, the State will bill the City for 20 percent of the amount reflected in the State/Consultant agreement. When the work is completed and the final cost is determined, the State will prepare and submit a final billing to the City showing the amount due from the City or the refund due to the City.

SECTION 3. Upon completion of this study, the City and State agree to enter into an agreement, if necessary, defining relinquishment requirements as a result of this study prior to the State requesting project location approval from the Highway Commission.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

CITY OF LINCOLN

\_\_\_\_\_  
Clerk

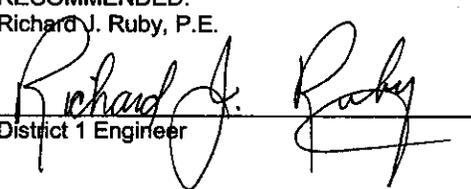
\_\_\_\_\_  
Mayor

EXECUTED by the State this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NEBRASKA DEPARTMENT OF ROADS  
Arthur B. Yonkey, P.E.

\_\_\_\_\_  
Planning & Project Development Engineer

RECOMMENDED:  
Richard J. Ruby, P.E.

  
\_\_\_\_\_  
District 1 Engineer

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