

AGREEMENT

CITY OF LINCOLN
COUNTY OF LANCASTER
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. DPU-55(156), STATE CONTROL NO. 12848
EAST BELTWAY PROJECT
CORRIDOR PROTECTION

THIS AGREEMENT, made and entered into by and between the City of Lincoln, hereinafter referred to as the "City", and the County of Lancaster, hereinafter referred to as the "County," and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", The three parties hereinafter referred to collectively as "the Parties".

WITNESSETH:

WHEREAS, the City has been designated as being eligible for Federal High Priority, Discretionary Demonstration (DPS) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, DPS funds have been made available by Title 23 of the United States Code, providing for specific improvements, and

WHEREAS, the City and County wish to pursue design and corridor protection of an east beltway around the City of Lincoln, and

WHEREAS, an Environmental Impact Statement (EIS) has been completed under project DPU-3300(1), and

WHEREAS, the Federal share payable on any portion of a DPS funded project will be a maximum of 80 percent of the eligible costs, and

WHEREAS, the regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to the State, and

WHEREAS, Section 115 of Title 23, United States Code allows the use of advance construction on eligible projects, and

WHEREAS, the City is prepared to pay 100 percent of the project costs and will not be reimbursed the 80 percent Federal share of eligible costs until the Federal DPS funds are available, and

WHEREAS, the regulations further permit the use of funds other than State funds in matching Federal Funds for the improvements of this project, and

WHEREAS, the State is willing to cooperate to the end of obtaining Federal approval of the proposed work with the understanding that no State Funds are to be expended on this project, and

WHEREAS, if the City is to receive federal participation for any portion of the work on the proposed project, it is necessary all phases of work comply with federal requirements and procedures, and

WHEREAS, the funding for the project under this agreement, includes pass-through monies from the Federal Highway Administration (FHWA). If a non-federal entity expends \$500,000 or more in total federal awards in a fiscal year, then the A-133 audit is required as explained further in this agreement, and

WHEREAS, Federal Regulations provide that the City shall not profit or otherwise gain from local property assessments that exceed the City's share of project costs, and

WHEREAS, it is the desire of the City and County that this project advance under the designation of Project No. DPU-55(156), as evidenced by the Resolution of the City dated the _____ day of _____, 2006, attached as EXHIBIT "C" and the Resolution of the County Board dated _____ day of _____, 2006, attached as EXHIBIT "D" and hereby made part of this agreement, and

WHEREAS, the total cost of eligible items of this project such as preliminary engineering is estimated to be \$625,000, and

WHEREAS, the project is described as follows:

Preliminary Engineering to establish corridor protection along the East Beltway alignment. The East Beltway consists of a four-lane divided freeway approximately following the 127th Street alignment as shown on EXHIBIT "A" attached and hereby made part of this agreement. The East Beltway will be bounded to the north by Interstate 80 near the existing Waverly exit and to the south by Nebraska Hwy. 2 at the proposed South Beltway interchange. Corridor protection is needed along the East Beltway alignment to minimize impacts to the project from development that may occur between now and the future construction of the beltway.

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

SECTION 1. The State will present this project to the FHWA for its approval, if necessary.

SECTION 2. The funding for the project under this agreement includes pass-through federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 (signed into law by President Clinton on July 5, 1996) and the implementing regulations contained in OMB Circular A-133, the A-133 Audit is required if the non-federal entity expends \$500,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

The City shall have its finance officer or auditor, review the situation to determine what the City must do to comply with this federal mandate. If applicable, the expenditures related to the FHWA should be shown in the Supplementary Schedule of Expenditures of the Federal Awards under U.S. Department of Transportation as a pass-through Nebraska Department of Roads, Federal CFDA Number 20.205. If an A-133 Audit is performed, the City shall send the audit report to the Nebraska Department of Roads, Highway Audits Manager, P.O. Box 94759, Lincoln, NE 68509-4759.

SECTION 3. The City and the County will perform or cause to be performed a preliminary survey and all necessary plans, specifications and estimates for the proposed work. The City and the County will acquire any or all permits necessary to accomplish the project.

SECTION 4. ENVIRONMENTAL RESPONSIBILITY

The City and the County shall be responsible to complete any federally required environmental actions and documents for this project, and get them approved by the State and the FHWA prior to proceeding with appraising and acquiring any right-of-way for the project.

When it is determined that a public hearing is a federal requirement for the project, the City and the County shall offer an opportunity for a location or design hearing or combined location and design public hearing.

If a public hearing is required, the City or the County shall contact the State's Public Hearing Officer (PHO) prior to doing any public hearing activity, so the PHO can advise the City and the County of the proper procedures and policies for conducting the hearing. The City or the County can contact the State's PHO by calling (402) 479-4871.

SECTION 5. The City and the County will provide the State with current project schedules and progress reports of critical milestones.

SECTION 6. The City and the County shall design the project according to the current publications of the AASHTO Policy on Geometric Design of Highways and Streets, the Minimum Design Standards of the Board of Public Roads Classifications and Standards, the Americans with Disabilities Act (ADA) Accessibility Guidelines, and to specific design criteria attached as EXHIBIT "B" and hereby made part of this agreement. All bridge structures crossing the mainline of the Beltway shall: accommodate the future six-lane freeway, accommodate future widening associated with the cross road and be constructed to match the existing roadway typical of the approaching roadway. Where feasible, all overhead structures will be designed about the centerline of the existing cross road.

SECTION 7. Any preliminary engineering services to be performed by the City, County or by a Consultant will require prior approval of the State to be eligible for FHWA funding. If a

consultant is to be selected, the method of selection and the resulting agreement between the consultant and the City shall conform to the State and Federal standard practices and requirements. Monies received from the FHWA will be remitted to the city after the State's expenses have been deducted.

SECTION 8. The estimated cost of preliminary engineering is \$625,000 and the City's share is estimated at 20 percent or \$125,000. The State agrees to reimburse the City, using Federal DPU Funds, for 80 percent of the eligible costs, contingent upon the availability of the City's Federal DPU Funds. Progress billings to reimburse the City may be submitted by the City no more than once a month. The State will pay 95 percent of the eligible 80 percent Federal share of each billing if Federal funds are available within thirty days of receipt. Final payment of the Federal share will be made after final review and acceptance of the project by the State and a final audit, if deemed necessary, has been performed to verify actual eligible costs. The City agrees to reimburse the State for any overpayments discovered by the State or its authorized representative. If Federal Funds are needed, the City shall maintain copies of all payment records for submittal to the State when additional Federal Funds become available.

The City further agrees, that if reimbursement to the State is required on this project, and if the City is unable to or does not make reimbursement within 60 calendar days after the State notifies the City of such required reimbursement; the State by this agreement is authorized to withhold money from State Highway Allocation Funds apportioned or to be apportioned to the City, in an amount equal to the required reimbursement to the State.

Costs incurred by the State with respect to the entire project will be a part of the cost of the project to be paid out of City and Federal Funds. The State may, at its discretion, initiate progress invoices for costs incurred by the State during the progression of the project and the City agrees to pay those invoices within thirty days of their receipt. The City's share of the total project cost will be all costs not paid for by Federal Funds.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine the allowability of costs incurred by the City under this agreement.

If the Federal DPS allocation balance is not sufficient to reimburse the full federal share of eligible expenses one year after the contract is awarded, the State will continue to reimburse yearly from the City's available STP funds until the Federal share of eligible expenses has been reimbursed.

In the event additional Federal DPS funds do not become available, the City will be responsible for 100 percent of the project costs over the presently available Federal DPS allocation.

Final payment will not be made to the City until the City has filed a completed State DR Form 299 with the State, and both the City and the State have signed it.

Financial participation by the County is not part of this agreement. County funding participation, if any, will be as provided in an inter-local agreement with the City. The County's Federal STP fund apportionment will not be utilized on this project.

SECTION 9. The City understands that payment for the costs of this project, whether they be services, engineering, right-of-way, utilities, material or otherwise, are the sole responsibility of the City where Federal participation is not allowable or available. Therefore, where the Federal government refuses to participate in the project or any portion of this project, the City is responsible for full project payment with no cost or expense to the State in this project or portion of this project. Should this project be abandoned before completion, the City shall pay all costs incurred by the State prior to such abandonment.

The City and the County shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three years from the date of final payment under this agreement; such records must be available for inspection by the State and the FHWA or any authorized representatives of the Federal government, and the City shall furnish copies to those mentioned in this section when requested to do so.

SECTION 10. The City agrees that it is to receive federal participation for portion(s) of the work on the proposed project. Because the City is to receive federal funds for any part of this project, the City shall perform the services for all phases of work, according to federal procedures and requirements.

Prior to beginning any phase of work on the proposed project, the City and the County shall contact the Urban Engineer for direction and assistance to ensure that all project work will be accomplished according to federal procedures and requirements.

SECTION 11. If the City or the County performs any part of the work on this project itself, the City and the County shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101, through 48-1126 and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the NONDISCRIMINATION CLAUSES Section of this agreement.

SECTION 12. DISADVANTAGED BUSINESS ENTERPRISES

A. Policy

The City agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

B. Disadvantaged Business Enterprises Obligation

The City agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, the City shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The City, acting as a subrecipient of Federal-aid funds on this project agrees to adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the City enters into on this project.

Failure of the City to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

SECTION 13. NONDISCRIMINATION CLAUSES

During the performance of this agreement, the City, the County, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The City and the County shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: The City and the County, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The City and the County shall not participate either directly or indirectly in

the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendixes "A," "B," and "C" of Part 21 of the Regulations.

- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the City and the County for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the City and the County of the City's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- (4) Information and Reports: The City and the County shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the City and the County shall so certify to the State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the City's and the County's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to:
 - (a) withholding of payments to the City under this agreement until the City and the County complies, and/or
 - (b) cancellation, termination or suspension of this agreement, in whole or in part.
- (6) Incorporation of Provisions: The City and the County shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The City and the County shall take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the City and the County may

request the State to enter into such litigation to protect the interests of the State, and in addition, the City and the County may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 14. Changes to the said project which affect the function or operation of the improvement, will require prior approval of the State.

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 _____, 2006.

WITNESS: CITY OF LINCOLN

City Clerk Mayor

EXECUTED by the County this _____ day of _____, 2006.

WITNESS: LANCASTER COUNTY

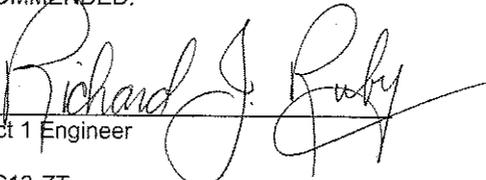
County Clerk Board Chairperson

EXECUTED by the State this _____ day of _____, 2006.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

Roadway Design Engineer

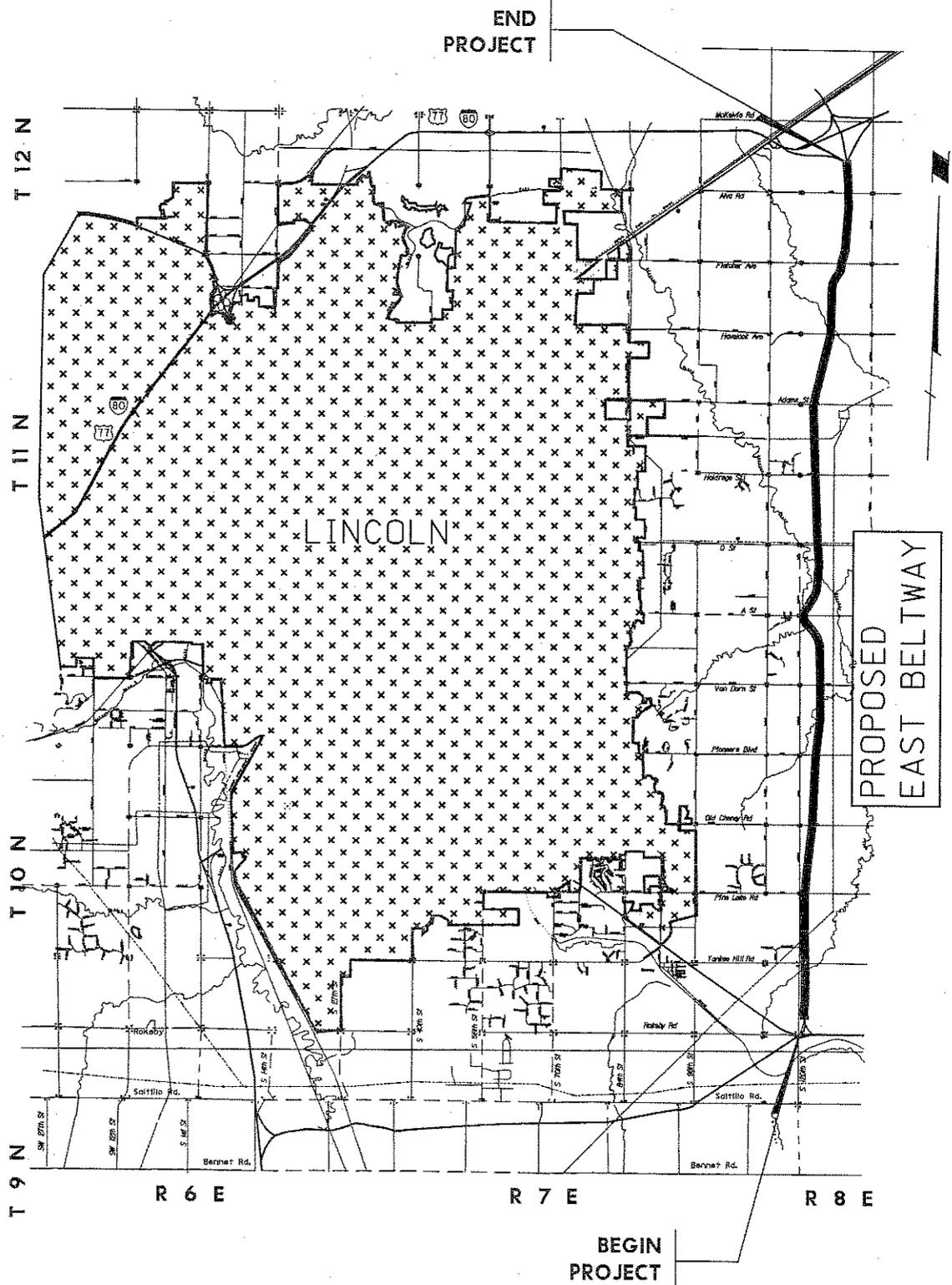
RECOMMENDED:



District 1 Engineer

AGRS13-ZT

LINCOLN
LANCASTER COUNTY
NEBRASKA



DPU-55(156)
C.N. 12848

EXHIBIT "A"

Roadway Design Criteria	Mainline South Beltway	Ramps at Gore	Service Interchange Ramps	Loop Ramps	Local Arterials Paved	Local Arterials Non-Paved
Speed						
<input type="checkbox"/> Design Speed (des/min)	70 mph / 65 mph	50 mph	50 mph	30 mph	55 mph	50 mph
<input type="checkbox"/> Design Vehicle	WB-62	WB-62	WB-62	WB-62	WB-62	WB-62
Superelevation						
<input type="checkbox"/> Maximum	0.06	NA	0.06	0.06	.06	.06
<input type="checkbox"/> Spiral Transition	Yes	NA	Yes	No	NA	NA
<input type="checkbox"/> Transition	Per NDOR	NA	Per NDOR	Per NDOR	NA	NA
Horizontal Alignment						
<input type="checkbox"/> Minimum Radius	1660 ft	835 ft	835 ft	250 ft	1065 ft	835 ft
<input type="checkbox"/> Minimum Length	975 ft	NA	NA	NA	NA	NA
Tapers						
<input type="checkbox"/> Lane Drop Taper (des/min)	70:1 / 50:1	NA	NA	NA	55:1/50.4:1	50:1/41.7:1
<input type="checkbox"/> Lane Add Taper (des/min)	25:1 / 20:1	NA	NA	NA	20:1/18.3:1	20:1/16.7:1
<input type="checkbox"/> Ramp Entrance Taper (des/min)	NA	70:1 / 50:1	NA	NA	NA	NA
<input type="checkbox"/> Ramp Exit Taper (des/min)	NA	2° / 5°	NA	NA	NA	NA
Vertical Alignment						
<input type="checkbox"/> Minimum Grade (des/min)	0.5% / 0.35%	NA	0.5% / 0.35%	0.5% / 0.35%	0.35% / 0.20%	0.35% / 0.20%
<input type="checkbox"/> Maximum Grade	3%	NA	5%	7%	7%	7%
<input type="checkbox"/> Crest "K" Value	193	NA	84	19	150	110
<input type="checkbox"/> Sag "K" Value	157	NA	96	37	115	96
<input type="checkbox"/> Minimum Length (des/min)	600 ft / 210 ft	NA	NA	NA	165 ft	150 ft
<input type="checkbox"/> Stopping Sight Distance	820 ft	NA	380 ft	200 ft	495 ft	425 ft
<input type="checkbox"/> Decision Sight Distance ²	1275 ft	NA	800 ft	535 ft	980 ft	890 ft
Roadway Clearances						
<input type="checkbox"/> Horizontal	30 ft	NA	20 ft	20 ft	12 ft	12 ft
<input type="checkbox"/> Vertical						
Over Primary Roads	16.5 ft	NA	16.5 ft	16.5 ft	16.5 ft	16.5 ft
Over Secondary Roads	16.5 ft	NA	18.5 ft	16.5 ft	16.5 ft	16.5 ft
Over Railroad Crossings	24.0 ft	NA	24.0 ft	24.0 ft	24.0 ft	24.0 ft
Under any Structure	16.5 ft	NA	16.5 ft	16.5 ft	16.5 ft	16.5 ft
Over Bike Path	10.0 ft	10.0 ft	10.0 ft	10.0 ft	10.0 ft	10.0 ft
Normal Cross Slope						
<input type="checkbox"/> Driving Lane	2%	NA	2%	2%	2%	2%
<input type="checkbox"/> Shoulders	2% - 4%	NA	4%	4%	6%	6%
<input type="checkbox"/> Max Shoulder Cross Slope Break	7%	NA	7%	7%	NA	NA
<input type="checkbox"/> Ramp Gore Cross Slope Break	5%	5%	NA	NA	NA	NA
Lane/Shoulder Width						
<input type="checkbox"/> Driving Lane	12 ft	NA	16 ft	16 ft	12 ft	12 ft
<input type="checkbox"/> Outside Shoulders Within Service Interchange (surfaced/total)	8 ft / 10 ft	NA	8 ft / 10 ft	8 ft / 10 ft	10 ft / 10 ft	0 ft / 6 ft
<input type="checkbox"/> Outside Shoulders (surfaced/total)	8 ft / 10 ft	NA	8 ft / 10 ft	8 ft / 10 ft	0 ft / 6 ft, 0 ft / 8 ft or 8 ft / 8 ft depending on traffic volume	0 ft / 6 ft
<input type="checkbox"/> Inside Shoulders (surfaced/total)	3 ft / 5 ft	NA	0 ft / 4 ft	0 ft / 4 ft	NA	NA
Side Slopes w/in Limits of Service Interchanges						
<input type="checkbox"/> In Clear Zone	6:1	NA	6:1	6:1	4:1	4:1
<input type="checkbox"/> Beyond Clear Zone	3:1	NA	3:1	3:1	4:1	4:1
<input type="checkbox"/> Backslope	3:1	NA	3:1	3:1	2:1	2:1
Side Slopes w/in Lancaster County Areas						
<input type="checkbox"/> In Clear Zone	6:1	NA	6:1	6:1	4:1	4:1
<input type="checkbox"/> Beyond Clear Zone (Beyond 24' from Edge of Shoulder)	3:1	NA	3:1	3:1	2:1	2:1
<input type="checkbox"/> Backslope	3:1	NA	3:1	3:1	2:1	2:1
Design Year Level of Service	C	NA	C	C	C	C

Roadway Design Criteria	Mainline South Beltway	Ramps at Gore	Service Interchange Ramps	Loop Ramps	Local Arterials Paved	Local Arterials Non-Paved
Ramp Location	All right-hand ramps	NA	All right-hand ramps	NA	NA	NA
Minimum Ramp Spacing						
□ Entrance to Exit	2000 ft	NA	NA	NA	NA	NA
System to Service	1600 ft	NA	NA	NA	NA	NA
Service to Service						
□ Entrance - Entrance	1000 ft	NA	NA	NA	NA	NA
Exit - Exit						
□ Exit - Entrance	500 ft	NA	NA	NA	NA	NA
□ Turning Roadway	NA	NA	600 ft	NA	NA	NA
Ramp Terminals						
□ Single Lane Tapers	50:1	NA	50:1	NA	NA	NA
□ Typical Taper Angle						
Entrance (Merge) (des/min)	70:1 / 50:1	NA	70:1 / 50:1	NA	NA	NA
Exit (Diverge)	2° / 5°	NA	2° / 5°	NA	NA	NA
Multi Lane Ramp Merge	Parallel	NA	NA	NA	NA	NA
Lane Balance	Yes	NA	Yes	NA	NA	NA
Minimum Distance to Adjacent Access on Crossroads from Ramp Terminal	NA	NA	600 ft	NA	NA	NA
Curb	NA	NA	NA	NA	NA	NA
Median	52" Depressed	NA	NA	NA	NA	NA
Intersection Radii	NA	NA	NA	NA	Simple Curve	Simple Curve

* - 23.5 ft for UPPR & 24 ft for BN

** - NOTE: allows for a 0.5 ft overlay

*** - use 2% on ramp if full depth concrete

Supplemental Design Criteria – Service Interchange Ramps

Criteria that applies to both Entrance and Exit Ramps:

1. Gore area locations shall be no closer than 1200 ft. from the intersection of curve radii between the gore area and the ramp tangent section shall be greater than or equal to 1000 ft. This allows the designer to include a portion of the curve in the acceleration length.
2. The major and minor roads. Specific attention should be given to streets that intersect at a skew angle.

Curve radii less than 1900 ft. shall include a spiral transition before and after the curve. The length of the spiral, LS, shall be calculated as follows:

$$LS = e(16)(300) \quad \text{NDOR 2-lane equation with lane width changed to 16'}$$

e = actual superelevation of the curve

Minimum spiral length = 150' Desired spiral length = 300'

3. Maximum rollover rates:
 - a. 7% between ramp travel lane & shoulders
 - b. 5% in gore areas
 - c. 5% between lanes
4. Curve transitions, if required, between ramp tangent and minor road intersections shall be designed for the following:

Design Speed = 30 mph
e = 6% (max.)
Radius = 275' (min.)

Relative gradient @ beginning of curve near intersection: 0.74 (1:135) 20 mph

Relative gradient @ end of curve: 0.66 (1:152) 30 mph

Supplemental Design Criteria – Service Interchange Ramps

Criteria applying only to Exit Ramps:

1. The nose width of the gore area shall be 20' to 24'. See Fig. 8.17 of the NDOR Roadway Design Manual.

Criteria applying only to Entrance Ramps:

1. The nose width of the gore area shall be 2' to 10'. See Fig. 8.21 of the NDOR Roadway Design Manual.

As noted above 70:1 tapers are desirable on entrance and exit ramps, while 50:1 is the minimum taper angle. Between the 68th Street and 82nd/84th Street service interchanges there was insufficient separation to use 70:1 tapers and have 1600 feet between ramp entrance and exit. Because of anticipated weaving issues in the future when traffic volumes increase it was decided to use 50:1 tapers and to maintain the 1600 feet separation.