



MUNICIPALITY PROGRAM AGREEMENT
STATE PROJECTS

STATE OF NEBRASKA, DEPARTMENT OF ROADS
CITY OF LINCOLN
PROJECT NO. IM-80-9(74)
CONTROL NO. 13111
27th STREET INTERCHANGE

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

WITNESSETH:

WHEREAS, State intends to improve the on and off ramps to Interstate 80 at the 27th Street Interchange and repair two (2) bridges (hereinafter "State's Interchange Project") at the location shown on Exhibit "A"; and

WHEREAS, the two bridges to be repaired under this project include the 27th Street bridge over Interstate 80 (Structure No. S080 40350) and The Little Salt Creek bridge (S080 40375A); and

WHEREAS, Municipality will not participate in the cost of State's Interchange Project, and

WHEREAS, Municipality desires to improve a portion of 27th street located in the vicinity of State's Interchange Project, and

WHEREAS, Municipality has requested State to design and incorporate Municipality's 27th improvement (hereinafter "Municipality's Project") for construction at Municipality's cost with State's Interchange Project, and

WHEREAS, Municipality wishes to use Federal-aid funds (STP) to reimburse Municipality for a percentage of costs of Municipality's Project, and

WHEREAS, the Federal share payable will be a maximum of eighty (80) percent of the eligible and participating costs; the Municipality's share will be the remaining twenty (20) percent of the costs; and Municipality will also be responsible for all other nonparticipating or ineligible costs of Municipality's Project, and

WHEREAS, State has agreed to combine the projects for construction based upon Municipality's agreement to pay the cost of construction and construction engineering for Municipality's Project, and

WHEREAS, this Agreement is to provide for combining these two (2) projects for letting and construction with one contractor, and

WHEREAS, State intends that the improvements be developed and constructed under the designation of Project No. IM-80-9(74); and

WHEREAS, City Council has authorized the Mayor to sign this Agreement, as evidenced by the Resolution of City Council, as shown on Exhibit "B"; and

WHEREAS, the Parties understand that this Agreement will be posted to a publically accessible database of State agreements pursuant to the requirements Neb.Rev.Stat. § 84-602.02, and

WHEREAS, State's Interchange Project and Municipality's Project are further described below in Section 2.

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

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 *Effective Date*** -This Agreement is effective immediately on the date it is fully executed by the Parties. The Mayor is authorized by the City Council to execute this Agreement, as evidenced by the Resolution of City Council, attached as Exhibit "B" and incorporated herein by this reference
- 1.2 *Renewal, Extension or Amendment*** -This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 1.3 *Identifying Date*** - For convenience, this Agreement's identifying date will be the date the State signed the Agreement.
- 1.4 *Duration*** - This Agreement will remain in full force and effect for future responsibilities of Municipality described herein, such as for parking, encroachments and maintenance, unless such responsibilities have been rescinded by State. State will treat the remainder of this Agreement as inactive upon the happening of either (1) the waiver of an audit review, or (2) the final completion of an audit review by the State or its authorized representative and the resolution of all issues identified in the audit report.

1.5 Termination - Further, State reserves the right to terminate the Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE WORK WITHIN THE CORPORATE LIMITS

- 2.1 The Parties agree that State will develop plans and specifications and cause the State's Project and Municipality's Project to be constructed at the location shown on Exhibit "A", attached and incorporated herein by this reference, and in accordance with plans and specifications and the provisions of this Agreement. The projects will begin at the intersection of 27th Street and Wildcat Drive and end at the northern ramp terminal of the 27th Street and I-80 Interchange.
- 2.2 State's Interchange Project will consist of removing and replacing approximately 0.53 miles of the I-80 and 27th Street interchange ramps (R.P. 403) and two bridges will be repaired and overlaid: the 27th Street Bridge over I-80 (Structure No. S080 40350) and the Little Salt Creek Bridge (S080 40375A). At least one lane of traffic will be open to traffic during construction.
- 2.3 The Municipality's Project consists of removing and replacing the concrete pavement on the existing foundation course along approximately 0.59 miles of 27th Street from Wildcat Drive to the end of the northern I-80 ramp terminal.

SECTION 3. STATE RESPONSIBILITIES

State shall:

- 3.1 Prepare at its sole discretion, plans and specifications for State's Interchange Project and Municipality's Project. State will deliver the plans and specifications for Municipality's Project to Municipality prior to advertising for letting.
- 3.2 Advertise and conduct a letting and receive bids for State's Interchange Project and Municipality's Project. State has the sole authority to determine, and award the contract to, the lowest responsible bidder. State shall sign the construction contract.
- 3.3 Supervise and cause completion of the construction of the improvement as shown in the construction contract documents and modifications thereto. State has sole authority to execute any contractor change orders-supplemental agreements required for construction of State's Interchange Project. State will consult with Municipality concerning any contractor change orders-supplemental agreements related solely to Municipality's Project.

SECTION 4. MUNICIPALITY RESPONSIBILITIES.

Municipality's responsibilities include:

- 4.1 Notifying State of any proposed changes to plans for muni project.
- 4.2 Approving the contract letting plans for Municipality's Project within two weeks of receiving the final plans from State.
- 4.3 Performing the present and future duties assigned to Municipality under this Agreement at its sole cost except when costs are specifically reimbursable under this Agreement.
- 4.4 Authorizing State to determine when Municipality's Project is ready for tentative acceptance under the terms of the construction contract. At that time, the Municipality shall meet with the State's Project Manager and shall review the work of the project to confirm that the project has been constructed according to the contract. Unless the Municipality promptly objects in writing, Municipality authorizes State to notify contractor in writing that the project has been tentatively accepted.

The State will notify Municipality when the project is ready for final acceptance. Municipality shall promptly review and act on the State's recommendation that the project is ready for final acceptance. Municipality shall formally approve the State's recommendation or provide a written explanation of why Municipality cannot approve the State's recommended finding that the project is ready for final acceptance. Municipality shall make its best efforts to resolve any dispute it has with the State concerning final acceptance of the project.
- 4.5 Paying State in accordance with Section 5 Municipality's Financial Responsibilities.

SECTION 5. CONSTRUCTION SCHEDULE

State will determine the construction schedule for this project.

SECTION 6. MUNICIPALITY'S FINANCIAL RESPONSIBILITIES

- 6.1 Municipality's Project is currently estimated to be \$1,800,000. Municipality's Federal STP funds shall be used for 80% of the cost and Municipality shall pay 20% of the cost of Municipality's Project including, but not limited to, the costs for construction and construction engineering. If the Federal government declines to participate in the Municipality's Project, the Municipality is responsible for full payment with no cost or expense to the State in Municipality's Project or in the ineligible portion of Municipality's project.

6.2 **Payment by Municipality:** At times determined by the State, and after execution of this Agreement, the State will invoice the Municipality for some or all of Municipality's cost share of the State-incurred preliminary engineering project costs. Upon award of the construction contract, the State will invoice the Municipality for \$45,000, which is approximately one month's advance of the Municipality's 20% share of the construction and construction engineering costs of Municipality's Project, and the State will bill the Municipality thereafter in the amount of the Municipality's 20% share of the contractor's progress estimates of Municipality's Project. The Municipality shall pay the State within 30 calendar days of receipt of invoice from the State. The final settlement between the State and the Municipality will be made following final audits and when the final costs have been determined by the State.

SECTION 7. TRAFFIC CONTROL

- 7.1 All traffic control devices will conform to the latest approved edition of the Manual on Uniform Traffic Control Devices and Nebraska Supplements thereto.
- 7.2 If Municipality is to perform or contract for any work on the state highway within the project limits, Municipality will develop a traffic control plan related to that work. The plan will be provided to State's Project Manager for approval and acceptance. Municipality will provide, operate and maintain Municipality's traffic control devices in accordance with its approved traffic control plan. Municipality's work must comply with all traffic safety regulations, including those prescribed in the latest approved edition of the Manual of Uniform Traffic Control Devices and the Nebraska Supplement thereto. Municipality shall use caution when working in State ROW.

SECTION 8. PLANS AND SPECIFICATIONS

The plans and specifications for this project will be on file in the Lincoln central headquarters office of the Nebraska Department of Roads.

SECTION 9. TERMINATION

State has the sole discretion to suspend the work in part or in whole or to terminate this Agreement; such action on its part will in no event be deemed a breach of this Agreement by State. State will provide written notification to Municipality of such suspension or termination.

SECTION 10. ENTIRE AGREEMENT

This instrument, and any supplements hereto, embodies the entire agreement of the Parties; however, provisions of prior agreement(s) between the Parties concerning the applicable segment of Interstate No. 80 and 27th Street shall remain in effect except to the extent the provisions of the prior agreement(s) conflict with this Agreement.

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

EXECUTED by Municipality this _____ day of _____, 2016

WITNESS:

CITY OF LINCOLN

City Clerk

Mayor

EXECUTED by State this _____ day of _____, 2016 .

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Michael H. Owen, P.E.

Roadway Design Engineer

RECOMMENDED:
Thomas Goodbarn, P.E.



District 1 Engineer

LINCOLN

LANCASTER
NEBRASKA

R

