



# City of Grand Island

Tuesday, July 24, 2018

Council Session

## Item G-11

**#2018-216 - Approving Agreement with Nebraska Department of Transportation (NDOT) for Improving US Highway 30 in Grand Island**

Staff Contact: John Collins, P.E. - Public Works Director

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** July 24, 2018

**Subject:** Approving Agreement with Nebraska Department of Transportation (NDOT) for Improving US Highway 30 in Grand Island

**Presenter(s):** John Collins PE , Public Works Director

## **Background**

The Nebraska Department of Transportation (NDOT) is preparing plans for improvements to US Highway 30 from just west of Monitor Road east to the existing four-lane divided section west of the US-281/N-2/US-30 interchange in Grand Island for a distance of 3.4 miles, with the City cost sharing on the portion within City limits.

All agreements must be approved by the City Council.

## **Discussion**

The improvements to US Highway 30 consist of the following:

- Two 12-foot wide driving lanes will be constructed for eastbound and westbound traffic separated by a 40-foot wide depressed median west of Engleman Road and a 30-foot wide raised median east of Engleman Road. The improvements will include 10-foot wide outside shoulders of which 8-feet will be surfaced and 3-foot wide surfaced inside shoulders.
- US-30 and Claude Road intersection will have  $\frac{3}{4}$  access, which will restrict some left turn movements. This is due to the proximity of the Claude Road intersection to the US-30 and US-281 interchange ramps.
- Due to the relocation of US-30, side roads will be realigned as necessary.

The City of Grand Island has requested that the State include the following work in the project, as stated in the program agreement:

- Median street lighting from the Engleman Road intersection to the east end of the project and intersection lighting at the intersection of US-30 and Monitor Road.
- Pedestrian underpass which includes grading for a 3.5-foot grade raise in the highway profile, for a future recreational trail. The underpass will be closed to pedestrians until the City's recreational trail is constructed.

- Twin 36” culverts in conjunction with pedestrian underpass to accommodate a crossing of City’s future Moores Creek drainage way.
- Additional twin 36” culverts to accommodate future Moores Creek drainage way.

The total cost of work within City limits is currently estimated to be \$28,177,783.78 with the City’s share at \$2,775,764.00. The actual cost is likely to be greater than the preliminary estimates as details of design are further developed. The agreement is attached for further review.

### **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the agreement.

### **Sample Motion**

Move to approve authorization for the Mayor to sign the agreement.

## **MUNICIPALITY PROGRAM AGREEMENT** **STATE PROJECTS**

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION  
CITY OF GRAND ISLAND  
PROJECT NO. S-30-4(1046)  
CONTROL NO. 41704  
IMPROVING HIGHWAY US-30 IN GRAND ISLAND

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

### **WITNESSETH:**

**WHEREAS**, State intends to improve a portion of State Highway US-30 at the location as shown on Exhibit "A" attached, which includes a portion of US-30 on a new alignment; and

**WHEREAS**, State intends that the improvement be developed and constructed under the designation of Project No. S-30-4(1046); and

**WHEREAS**, State will be acquiring access control rights throughout the entire project, to protect its investment for future capacity.

**WHEREAS**, at the completion of the project, the existing US-30 within the corporate limits, as shown on Exhibit "A", will be relinquished to the Municipality which will be outlined in a separate agreement between State and Municipality; and

**WHEREAS**, the improvement is located within the designated urban area of Grand Island, Nebraska, and funds administered by State have been made available for the construction of improvements such as this; and

**WHEREAS**, Municipality has plans for a future drainage way that will cross relocated US-30 in 3 locations and a multi-use trail, and

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**WHEREAS**, Municipality has requested State expand its project to include work solely for the benefit of Municipality, described in Section 2, below, to be accomplished at Municipality's cost; and

**WHEREAS**, the project work within the corporate limits is described in Section 2, below, and

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

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

**WHEREAS**, Parties intend that this Agreement describe certain rights, duties and responsibilities applicable to this project.

**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 City Council has authorized the Mayor to sign 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.

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## **SECTION 2. DESCRIPTION OF THE WORK WITHIN THE CORPORATE LIMITS**

- 2.1 The Parties agree State will develop plans and specifications and cause the project to be constructed at the location shown on Exhibit "A", attached and incorporated herein by this reference; in accordance with plans and specifications and the provisions of this Agreement.
- 2.2 The improvements begin at R.P 308+84 and ends at R.P 312+55. The highway enters the west corporate limits at R.P. 311+93 and proceeds east ending at R.P. 312+55. Generally, the improvements to be constructed with this project include the following:
  - 2.2.1 Two 12-foot wide driving lanes will be constructed for eastbound and for westbound traffic separated by a 40-foot wide depressed median west of Engleman Road and 30-foot wide raised median east of Engleman Road. The improvements will include a 10-foot wide outside shoulders of which 8 feet will be surfaced, and 3-foot wide surfaced inside shoulders. The majority of the construction will be on new alignment as depicted on Exhibit "A".
  - 2.2.2 New structures will be constructed with the project where necessary.
  - 2.2.3 Left-turn movements at the intersection of US-30 and Claude Road will be prohibited from Claude Road with the construction of a  $\frac{3}{4}$  access raised median. This is due to the proximity of the Claude Road intersection to the US-30 and US-281 interchange ramps.
  - 2.2.4 Due to the relocation of US-30, side roads will be realigned as necessary.
- 2.3 Municipality has requested that the following improvements be added to the project at Municipality's cost:
  - 2.3.1 Median street lighting from the Engleman Road intersection to the east end of the project and intersection lighting at the intersection of Hwy-30 and Monitor Road
  - 2.3.2 12'x10'x177' pedestrian underpass at R.P. 311+70, which includes grading for a 3.5 foot grade raise in the highway profile, for a future recreational trail. The underpass will be closed to pedestrians until Municipality's multi-use trail is constructed.

- 2.3.3 Twin 36" RCP in conjunction with pedestrian underpass at R.P. 311+70 to accommodate a crossing of Municipality's future Moore's Creek drainage way
- 2.3.4 Twin 36" RCP at R.P. 310+20 to accommodate a crossing of Municipality's future Moore's Creek drainage way. This will be in conjunction with equalizer pipe at the same location which is at no cost to the Municipality.

### **SECTION 3. STATE RESPONSIBILITIES**

#### **State shall:**

- 3.1 Prepare at its sole discretion, plans and specifications for State's proposed subject project. State will deliver these plans and specifications to Municipality prior to construction. State has sole authority to modify the plans or specifications as necessary to complete the proposed improvements.
- 3.2 Acquire all property rights for Right of Way (ROW) for the project that will not be acquired by Municipality.
- 3.3 Advertise and conduct a letting and receive bids on the proposed improvement. State has the sole authority to determine, and award the contract to, the lowest responsible bidder. State shall sign the construction contract.
- 3.4 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 the project within Municipality's corporate limit. State will notify the Municipality of any contractor change orders-supplemental agreements that increase Municipality's cost.
- 3.5 Reimburse, when applicable, Municipality for the nonbetterment relocation of municipally owned utility facilities as provided in SECTION 10. UTILITY RELOCATION WORK.

### **SECTION 4. MUNICIPALITY RESPONSIBILITIES.**

#### **Municipality shall, with respect to the portion of the project within its corporate limits, and at no cost to State:**

- 4.1 Regulate, to the extent Municipality has authority to do so, all future development and use of property adjoining the public ROW as described in SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY.

- 4.2 Require that all future entrances from private property to the highway ROW within the limits of this project receive approval of the Director-State Engineer, Department of Transportation or authorized representative, pursuant to Neb. Rev. Stat. § 39-1332 prior to Municipality approval or Municipality issuing a building permit for the site.
- 4.3 Cause the removal of all advertising signs from the existing highway ROW. Municipality also agrees to cause the removal from the existing highway ROW of other privately owned encroachments, facilities, objects, structures, or things, and to keep the existing and new highway ROW free of future encroachments, facilities, objects, structures, or things, except those authorized by permit from Municipality and approved by State and Federal Highway Administration.
- 4.4 Comply with, for project work performed by Municipality, the provisions of the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§ 48-1101 - 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 SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES.
- 4.5 Perform the present and future duties assigned to Municipality under this Agreement at its sole cost except when costs are specifically reimbursable under this Agreement.
- 4.6 Obtain approval of State, with Federal Highway Administration concurrence, prior to making or causing changes in the roadway geometrics, either during project construction or after the project is completed. Changes that require prior approval include but are not limited to: access control, driveways, median breaks, parking restrictions or any other traffic control items.
- 4.7 Amend ordinances, as necessary, to establish pavement or ground elevations shown in the plans when proposed construction involves a change in elevations established by a pre-existing ordinance.
- 4.8 If the Municipality procures consultant services for preliminary engineering and construction engineering for nonbetterment rehabilitation of municipally owned and operated utilities by the Municipality, the Municipality agrees to comply with Chapter 4 of the "Nebraska Department of Transportation LPA Guidelines Manual for Federal-Aid Projects".



- 4.9 As part of State's project, State was required by law to construct Municipal Separate Storm Sewer System ("MS4") facilities in accordance with State's MS4 Program. State's MS4 Program may be found in Chapter 3 of the Drainage Design and Erosion Control Manual at: <https://dot.nebraska.gov/media/9990/a-drainage-design-and-erosion-control-manual.pdf>. After construction, and in accordance with Neb.Rev.Stat. § 39-1339, Municipality will be obligated to identify all applicable MS4 maintenance requirements, and operate and maintain all MS4 components constructed with this project. Municipality agrees to maintain all MS4 components in accordance with State's MS4 Program. Attached hereto as Exhibit "C", incorporate herein by this reference, is a listing of MS4 facilities to be constructed with this project. Municipality shall follow the Chapter 3 maintenance requirements for those facilities. Municipality may seek State's approval for Municipality to use Municipality's MS4 maintenance guidance or requirements, if applicable.

#### **SECTION 5. CONSTRUCTION SCHEDULE**

State will determine the construction schedule for this project.

#### **SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY**

- 6.1 Encroachments: Municipality and State will cooperate to cause the removal of encroachments from public ROW, or correction or alteration in the public ROW, as necessary for the construction of the aforesaid project.
- 6.2 Adjacent Development: Municipality understands that State highway ROW shall be held inviolate for State highway purposes pursuant to Neb. Rev. Stat. § 39-1359, and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of State. Municipality will regulate, to the fullest extent allowed by law, the private or non-transportation related public development of property adjoining the public ROW to prevent future encroachment or uses of the public ROW, except by written consent of State. Municipality shall not issue a building permit for an adjacent property which requires work on the state highway right of way unless State has given advanced written approval of the proposed plans.
- 6.3 Special Assessments: Municipality shall not use special assessments to defray Municipality's costs under this Agreement unless Municipality has received, in advance, written consent from State's Right of Way Division Manager.

## **SECTION 7. ROADWAY LIGHTING SYSTEM**

The roadway lighting system includes the continuous lighting system from Engleman Road intersection to the east project limits, and the intersection lighting and the US-30 and Monitor Road intersection. Lighting conduit and junction boxes will be installed with the pedestrian undercrossing as part of the project. Municipality will provide the lighting fixtures and other appurtenances at a future time.

- 7.1 Ownership: The project roadway lighting system is the property of State. The lighting system for the pedestrian undercrossing will be the property of Municipality.
- 7.2 Electrical Energy: Municipality shall, without any cost to State, provide and pay for the electrical energy for all the luminaires of the roadway lighting system and the pedestrian undercrossing to be constructed as a part of this project, including the electrical energy which may be required during the construction period of the project for lamp stabilization, luminaire adjustment, and system testing. Municipality shall provide electrical energy to maintain a uniform and constant light level for dusk-to-dawn lighting, for the length of the continuous lighting system from Engleman Road intersection to the project limits.
- 7.3 Repair and Maintenance Responsibilities: Municipality shall be responsible for the inspection, maintenance, and repair of the roadway lighting system and pedestrian undercrossing, at Municipality's cost. Municipality's duties shall include, but are not limited to, the following:
- repair or replacement of all defective and burned out lamps;
  - routine cleaning of luminaires; and
  - repair or replacement of any part of the roadway lighting system.
- 7.4 Right to Recoup Costs: Municipality shall be responsible for collecting from the responsible party all Municipality's costs for repairing damage to the lighting system.
- 7.5 Specifications and Standards: Municipality agrees that repair or replacement parts furnished by Municipality in the maintenance or repair of the roadway lighting system shall comply with State specifications and standards.
- 7.6 Modifications: Municipality shall not make, or allow to be made, modifications to the roadway lighting systems without the written consent of State.

## **SECTION 8. TRAFFIC SIGNAL EQUIPMENT**

*This section has intentionally been left blank*

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## **SECTION 9. PERMISSION TO USE STATE RIGHT OF WAY.**

State hereby grants to Municipality permission to use the State ROW in the vicinity where roadway lighting system will be constructed, for ingress and egress for the purpose of operating, inspecting, repairing and maintaining the roadway lighting system in accordance with this Agreement. Municipality further agrees to comply with SECTION 12. TRAFFIC CONTROL

## **SECTION 10. UTILITY RELOCATION WORK**

### **10.1 Overview**

The Parties understand that existing Municipality and non-Municipality owned utility facilities may conflict with State's project. State will enter into a separate agreement(s) to establish the roles, duties, and financial responsibilities for the necessary relocation of utility facilities.

### **10.2 State Highway Right-of-Way**

Municipality shall obtain a permit from the State for utility relocation work that occupies State Highway ROW.

## **SECTION 11 MUNICIPALITY'S FINANCIAL RESPONSIBILITIES.**

Municipality's cost of this project will be the sum of the following:

- 100% of the cost of work requested by Municipality as described in Section 2.4 (Section 11.1)
- 20% of all other costs of the project within the corporate limits (Section 11.2), including costs incurred to date and future costs

State's preliminary estimate of Municipality's cost is \$2,775,764, but Municipality's actual cost is likely to be greater than the preliminary estimate as the details of design are further developed. Municipality shall bear its own costs performing its duties under this Agreement.

**11.1 Municipality's Requested Work:** Municipality has requested that State's project be expanded to include the following. Municipality shall pay 100% of the cost of this additional work including, but not limited to the costs for: preliminary engineering, construction, construction engineering.

11.1.1 Preliminary Engineering                      \$28,345 (Lump Sum)

#### 11.1.2 Construction

\$733,198

The actual cost of construction is calculated by multiplying unit prices by final quantities for this work. Unit prices and final quantities may be different than bid prices and estimated quantities as a result of field measurement and the contractor change order-supplemental agreement process. The breakdown of construction costs are as follows:

- Continuous lighting along the raised median from the Engleman Road intersection to the Grand Island West Corporate limits (R.P. 311+93) and the HYW 30 intersection with Monitor Road.

Currently estimated to be \$150,000

- 12'x10'x177' pedestrian underpass for multi-use trail, at R.P. 311+70, which includes grading for a 3.5 foot grade raise in the highway profile. The pedestrian underpass to include an electrical system with lighting and occupancy sensors.

Currently estimated to be \$344,518

- Twin 36" RCP in conjunction with pedestrian underpass at R.P. 311+70 to accommodate a crossing of Municipality's future Moore's Creek drainage way and  
Twin 36" RCP at R.P. 310+20 to accommodate a crossing of Municipality's future Moore's Creek drainage way. This will be in conjunction with equalizer pipe at the same location which is at no cost to the Municipality.

Culverts are currently estimated to be \$238,680

#### 11.1.3 Construction Engineering

Municipality's construction engineering cost for this work added to project at its cost is calculated by dividing the Municipality's construction cost, as calculated in 11.1.2, by the project's total construction cost and multiply the result by project's total construction engineering cost.

Currently estimated to be \$36,758

**TOTAL cost of Municipality requested work equals \$798,301**

**11.2 Cost of the project within the corporate limits:** Municipality will pay 20% of the costs of the part of the project that is located within Municipality's corporate limits, less the costs calculated in Section 11.1. The cost of work within Municipality corporate limits less what was calculated in 11.1 is currently estimated to be \$9,887,314 with Municipality's 20% share \$1,977,463. This includes, but is not limited to, the costs for: preliminary engineering, construction, construction engineering, acquisition of property rights, and the non-betterment utilities relocation.

**11.3 Calculation of Municipality costs:** Prior to the following calculations, the costs for preliminary engineering, construction, and construction engineering associated with work accomplished under Section 11.1 shall be deducted from the total project costs within the corporate limits. State shall calculate Municipality's project cost as follows:

11.3.1 Preliminary Engineering. Divide the Municipality's construction cost, as calculated in 11.3.2, by the project's total construction cost and multiply the result by project's total preliminary engineering cost. Municipality's 20% share of the preliminary engineering is estimated to be \$163,095.

11.3.2 Municipality's Construction Cost. The actual cost of construction for work within the corporate limits is calculated by multiplying unit prices by final quantities for work within the corporate limits. Unit prices and final quantities may be different than bid prices and estimated quantities as a result of field measurement and the contractor change order-supplemental agreement process. Municipality's 20% share of the construction cost is estimated to be \$1,210,653.

11.3.3 Construction Engineering. Divide the Municipality's construction cost, as calculated in 11.2.2, by the project's total construction cost and multiply the result by project's total construction engineering cost. Municipality's 20% share of the construction engineering is estimated to be \$60,695.

11.3.4 Acquisition of Property Rights. 20% of the actual acquisition costs for the project within the corporate limits. Municipality's 20% share of right-of-way is estimated to be \$508,600.

11.3.5 Utilities. 20% of eligible costs to relocate utility facilities that must be relocated in order to construct the project within Municipality's corporate limits. This is currently estimated as a percentage of construction cost (2.84%) and is currently estimated to be \$172,103. Municipality's 20% share of the utilities is estimated to be \$34,421. Municipality shall be responsible for 100% of the non-eligible cost for relocation of Municipal utility facilities. State shall determine what utility work is an eligible cost. State will enter into a separate agreement(s) to establish the roles, duties, and financial responsibilities for the necessary relocation of utility facilities.

#### **11.4 Payment by Municipality:**

11.4.1 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.

11.4.2 Upon award of the construction contract, State will invoice Municipality for \$897,590, which is the sum of outstanding Municipality cost for preliminary engineering, right of way, utility and approximately one month's advance of Municipality's share of the construction costs, and will bill the Municipality thereafter in the amount of Municipality's share of the contractor's progress estimates. Municipality shall pay State within 30 calendar days of receipt of invoice from State. The final settlement between State and Municipality will be made following final audits and when the final costs have been determined by State.

#### **SECTION 12. TRAFFIC CONTROL**

12.1 All traffic control devices will conform to the latest approved edition of the Manual on Uniform Traffic Control Devices and Nebraska Supplements thereto.

12.2 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 review and acceptance. Municipality will provide, operate and maintain Municipality's traffic control devices in accordance with its accepted traffic control plan.

- 12.3 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 13. 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 Transportation.

#### **SECTION 14. 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. Upon receipt of such notice Municipality will document in writing and submit to State the costs Municipality has incurred completing work under this Agreement prior to receipt of the notification from State. State in its sole discretion shall determine which of the costs submitted by Municipality are reimbursable by State. State shall notify Municipality in writing of such determination. Upon receipt of determination, Municipality will submit an invoice to State for the amount determined to be reimbursable.

#### **SECTION 15. FAIR EMPLOYMENT PRACTICES ACT**

Municipality agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126.

#### **SECTION 16. DISADVANTAGED BUSINESS ENTERPRISES**

- 16.1 Policy: Municipality and State further agree 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.
- 16.2 Disadvantaged Business Enterprises Obligation: Municipality and State further agree 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, Municipality 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. Municipality shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

Municipality acting as a sub-recipient of Federal-aid funds on this project agrees to adopt the Nebraska Disadvantaged Business Enterprise Unified Certification Program for the Federal-aid contracts Municipality executes on this project.

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

#### **SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES**

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

- 17.1 Compliance with Regulations:** The Municipality 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.
- 17.2 Nondiscrimination:** The Municipality, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of race, color, sex, age, religion, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Municipality 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 Appendix "A," "B," and "C" of Part 21 of the Regulations.
- 17.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:**  
In all solicitations either by competitive bidding or negotiation made by the Municipality for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Municipality



of the Municipality's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, age, religion, disability, or national origin.

**17.4 Information and Reports:** The Municipality 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 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 Municipality shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

**17.5 Sanctions for Noncompliance:** In the event of the Municipality's noncompliance with the nondiscrimination provisions of this agreement, 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 Municipality under this agreement until the Municipality complies, and/or
- (b) Cancellation, termination or suspension of this agreement, in whole or in part.

**17.6 Incorporation of Provisions:** The Municipality 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 Municipality shall take such action with respect to any subcontract or procurement as 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 Municipality may request State to enter into such litigation to protect the interests of State, and in addition, the Municipality may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 18. ENTIRE AGREEMENT**

This Agreement, including all exhibits and documents incorporated or included herein, constitutes the entire agreement of the Parties. This Agreement supersedes all communications, representations, understandings, either oral or written hereto, leading up to this Agreement. Any existing written agreements between the Parties remain in effect, except the language of this Agreement governs over conflicting language of an existing written 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 \_\_\_\_\_, 2018.

WITNESS:

CITY OF GRAND ISLAND

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**EXECUTED** by State this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

\_\_\_\_\_  
Roadway Design Engineer

RECOMMENDED:  
Wesley Wahlgren, P.E.

\_\_\_\_\_  
District 4 Engineer

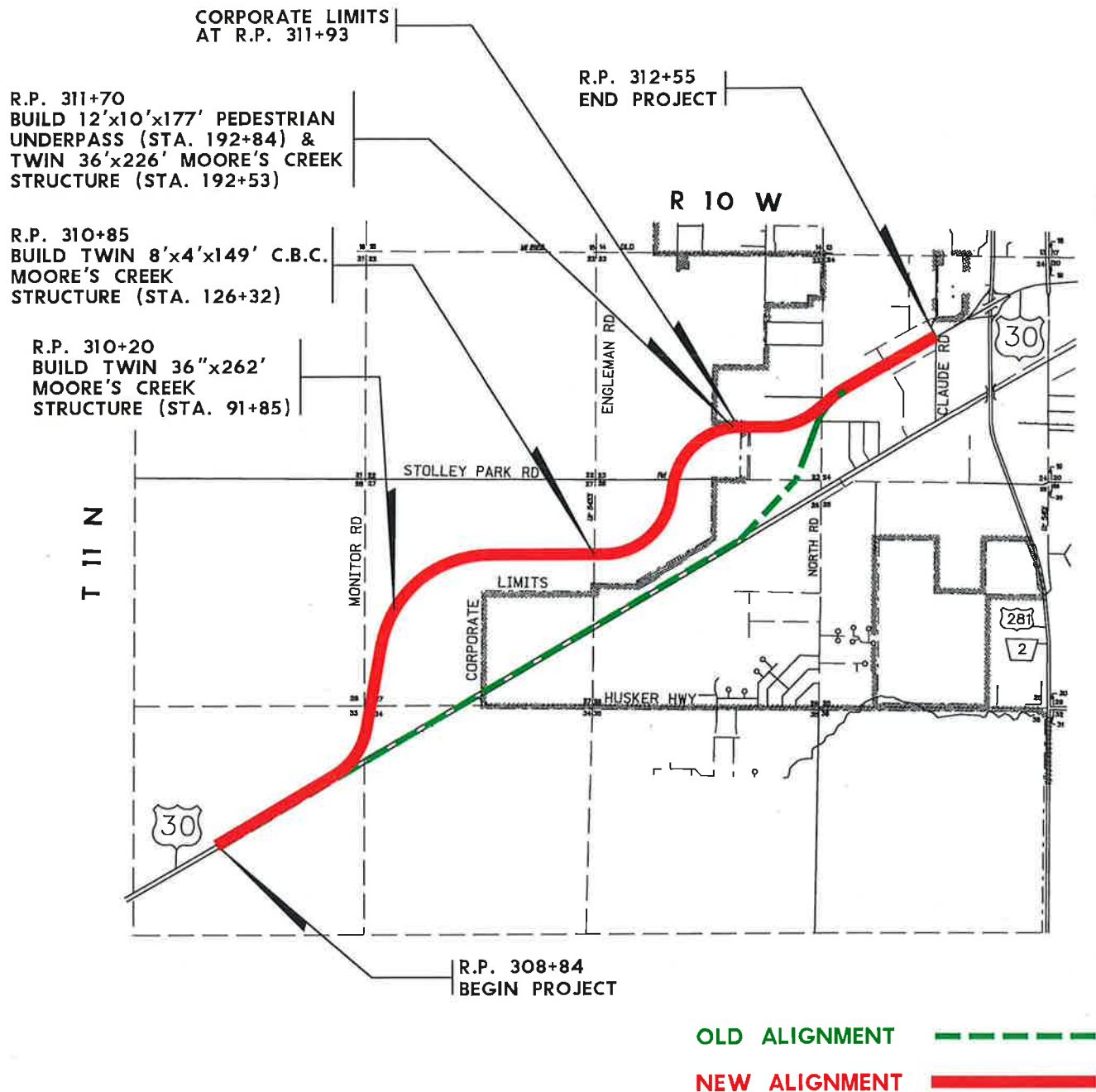
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Date

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# GRAND ISLAND

HALL COUNTY  
NEBRASKA



30-4(1046)  
C.N. 41704

EXHIBIT "A"

## NDOR Recommendations for Projects Incorporating Municipal Separate Storm Sewer System (MS4) Components

NDOR will coordinate the Municipal Separate Storm Sewer System (MS4) design components to be constructed as a part of this project with Municipal representatives. MS4 components are a part of the storm sewer system for which the Municipality, under Nebraska Revised Statute, is responsible to operate, maintain, and repair.

It is NDOR's recommendation that storm water inlets, diversion structures, manholes, underdrains and outlets be inspected and maintained on a regular basis. NDOR recommends the following as a suggested schedule for maintenance of the MS4 components.

### **Maintenance and Inspection Performed Quarterly or Following Major Rainfall Events:**

MS4 inlets and manholes should be inspected each quarter or within two days after a major rainfall event (½ inch or greater) or snow melt event to ensure the inlets and manhole drain water is not visible at or above the surface of the filter bed. If water is visible at or above the surface of the filter bed, an investigation to determine cause should occur, and in the event that the media is restricting flow, it should be cleaned.

### **Periodic Maintenance and Inspection**

The MS4 components should be inspected and, if necessary, maintained on a quarterly basis for the first year following completion of construction. The frequency of inspections may be reduced to an annual basis following the first year. Frequency of inspection should be established based on the results of the previous inspections. Sediment and trash build up should be kept to less than six inches on top of the filter media. The following are suggested inspection activities:

- Inspect MS4 inlets and manhole for trash and debris at the inlets, outlet and any diversion structure and remove accumulated trash and debris as needed.
- Inspect MS4 inlets and manhole for sediment buildup on the filter bed surface and remove the sediment when the depth exceeds 6 inches.
- Inspect for any damage, cracking or deterioration of concrete and repair as needed.

### **Maintaining Water Level Below the Surface of Filter Bed**

In the event that an inlet or manhole, when cleaned of sediment and debris, fails to drain water below the surface of the filter bed, the Municipality should consider removal and replacement of gravel filter bed and cleanout of the 6" drain pipe.

**EXHIBIT "C"**

**Sheet 1 of 2**

## **MS4 Water Quality Components Proposed as a part of this Project:**

- Forebays
- **Semi-Annually (Through First Two Years From End of Construction)**
- Inspection includes:
  - Inspect forebay for any surface ponding or indicators that water has ponded for an extended period of time.
  - Semi-annually, check forebay 3 days (72 hours) after a major rainfall event (greater than ½") to ensure drainage of the basin.
  - Inspect forebay for a water surface elevation that is consistently lower than design permanent pool elevation. If so, investigate to determine the cause (such as inflow, drought, or excessive seepage).
  - Inspect forebay to ensure there is a dense, uniform stand of the intended vegetation. Consider reseeding if needed.
  - Remove and properly dispose of cuttings from the extended dry detention basin.
  - Mow grass to control weeds.
    - o Mow grass to a height not less than 6 inches.
    - o Do not let the weeds get over the 12-inch maximum height before mowing.
  - Inspect forebay for erosion and damage by equipment or vehicles. Repair as needed.
  - Inspect forebay for sediment buildup on the bottom of the basin. Remove sediment when 50% of capacity is lost (approximately 5 years).
  - Inspect the forebay, inlets, and stone weeper/riprap covered embankments for trash and debris, erosion, sediment buildup, and structural damage. Repair as needed.
  - Inspect and maintain pretreatment stormwater BMPs in accordance with their respective design guidelines.
- **Annually (After First Two Years From End of Construction)**
- Inspection includes:
  - Inspect forebay for any surface ponding or indicators that water has ponded for an extended period of time.
  - Annually, check forebay 3 days (72 hours) after a major rainfall event (greater than 1/2") to ensure drainage of the basin.
  - Inspect forebay to ensure there is a dense, uniform stand of the intended vegetation. Consider reseeding if needed.
  - Mow grass to control weeds.
    - o Mow grass to a height not less than 6 inches.
    - o Do not let the weeds get over the 12-inch maximum height before mowing.
    - o Remove and properly dispose of cuttings from the infiltration basin.
  - Inspect forebay for sediment buildup on the bottom of the basin. Remove sediment when 50% of capacity is lost (approximately 5 years).
  - Inspect the forebay, inlets, and stone weepers/riprap covered embankments for trash and debris, erosion, sediment buildup, and structural damage. Repair as needed.
  - Inspect and maintain pretreatment stormwater BMP's in accordance with their respective design guidelines.

## **EXHIBIT "C"**

**Sheet 2 of 2**

## RESOLUTION 2018-216

WHEREAS, the Nebraska Department of Transportation improving US Highway 30 from just west of Monitor Road east to the existing four-lane divided section west of the US-281/N-2/US-30 interchange in Grand Island for a distance of 3.4 miles; and

WHEREAS, such improvements shall consist of:

- Two 12-foot wide driving lanes constructed for eastbound and westbound traffic separated by a 40-foot wide depressed median west of Engleman Road and a 30-foot wide raised median east of Engleman Road. The improvements will include 10-foot wide outside shoulders of which 8-feet will be surfaced and 3-foot wide surfaced inside shoulders.
- US-30 and Claude Road intersection will have  $\frac{3}{4}$  access, which will restrict some left turn movements. This is due to the proximity of the Claude Road intersection to the US-30 and US-281 interchange ramps.
- Due to the relocation of US-30, side roads will be realigned as necessary.

WHEREAS, the City of Grand Island requested the State include the following work in the project, as stated in the program agreement:

- Median street lighting from the Engleman Road intersection to the east end of the project and intersection lighting at the intersection of US-30 and Monitor Road.
- Pedestrian underpass which includes grading for a 3.5-foot grade raise in the highway profile, for a future recreational trail. The underpass will be closed to pedestrians until the City's recreational trail is constructed.
- Twin 36" culverts in conjunction with pedestrian underpass to accommodate a crossing of City's future Moores Creek drainage way; and
- Additional twin 36" culverts to accommodate future Moores Creek drainage way.

WHEREAS, this project is to be constructed with a cost share from the City of Grand Island, currently estimated at \$2,775,764.00; and

WHEREAS, an agreement with the Nebraska Department of Transportation is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Transportation for the improvements to US Highway 30 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Approved as to Form July 20, 2018	<input type="checkbox"/> _____ <input type="checkbox"/> City Attorney
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Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2018.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk