

# **City of Grand Island**

Tuesday, November 24, 2020 Council Session

## Item G-22

### #2020-312 - Approving Agreement with Nebraska Department of Transportation (NDOT) for Highway 2 Improvements; Cairo to Grand Island

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

# **Council Agenda Memo**

From: Keith Kurz PE, Assistant Public Works Director
Meeting: November 24, 2020
Subject: Approving Agreement with Nebraska Department of Transportation (NDOT) for Highway 2 Improvements; Cairo to Grand Island
Presenter(s): John Collins PE, Public Works Director

#### **Background**

The Nebraska Department of Transportation (NDOT) is preparing plans for improvements to State Highway N-2 from Cairo to Grand Island, with the City cost sharing on the portion within City limits.

All agreements must be approved by the City Council.

### **Discussion**

The improvements to State Highway N-2 within City limits consist of removing and replacing pavement with concrete, including shoulders; and curb & gutter and the raised median island also being replaced.

The total cost of work within City limits is currently estimated to be \$7,918,079.00 with the City's share at \$1,878,894.00. The actual cost is likely to be greater than the preliminary estimates as details of design are further developed. The current plan involves full construction of Highway 2 within City limits due to poor pavement condition. Funds will be budgeted in either fiscal year 2022 or 2023 depending on progress of the project. The agreement is attached for further review.

#### <u>Alternatives</u>

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.



AGREEMENT NO. XL2023

Good Life. Great Journey.

#### MUNICIPALITY FINANCIAL AGREEMENT STATE PROJECTS

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION CITY OF GRAND ISLAND PROJECT NO. NH-2-4(112) CONTROL NO. 42787 CAIRO TO GRAND ISLAND

**THIS AGREEMENT** is between City of 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 N-2 at the location as shown on Exhibit "A"; and

**WHEREAS**, State intends that the improvement be developed and constructed under the designation of Project No. NH-2-4(112); and

WHEREAS, the improvement is located within the designated urban area of Grand Island, Nebraska, and funds administered by State will be made available for the construction of this project; and

**WHEREAS,** the Mayor is authorized by the City Council to execute this Agreement, as evidenced by the Resolution of City Council dated the day of

\_\_\_\_\_, 2020, attached as Exhibit "B", and incorporated herein by this

reference; and

WHEREAS, this Agreement is related to the portion of the project on State Highway N-2 located within Municipality's corporate limits, and work along old highway 2 as requested by Municipality; and

**WHEREAS,** Parties intend that this Agreement describe certain roles and responsibilities applicable to this project; and

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Template T-AGR-20 Revised 6-17-19

WHEREAS, after State has accepted the project, Municipality will be solely responsible for the maintenance, repair and replacement, when necessary, of any curb ramps and drainage facilities along the project, in accordance with Neb. Rev. Stat. § 39-2105 and § 39-1339, including, but not limited to, subsection § 39-1339(4); and

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

**WHEREAS**, the improvements on Highway 2 will be constructed under traffic with lane closures controlled by appropriate traffic control devices and practices. A local detour will be necessary for the construction of old highway 2, and

WHEREAS, the project work within the corporate limits is 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.
- **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, and in accordance with plans and specifications and the provisions of this Agreement. Generally, the improvements to be constructed on Highway 2 within the corporate limits consist of removing and replacing pavement with concrete, including shoulders. The curb & gutter and raised median island will also be replaced.
  - 2.1.1 The work on Highway 2 will be constructed under traffic with lane closures controlled by appropriate traffic control devices and practices.
  - 2.2.2 Ramp closures will be necessary for a short period of time in order to replace the concrete at the ramp terminals to Highway 2. Detours for highway traffic will be provided as shown on Exhibits "C" and "D", attached and incorporated herein by this reference. These closures will not be concurrent with the closure of Old Highway 2 as described in Section 2.2.
- 2.2 Municipality has requested that work on Old Highway 2 be included with State's project at Municipality's sole expense.
  - 2.2.1 This work will require Old Highway 2 to be closed during construction. A detour for local traffic will be provided utilizing US-281/N-2 on and off ramps, US-281/N-2, Capital Avenue, and Broadwell Avenue, as shown on Exhibit "E".

#### SECTION 3. STATE RESPONSIBILITIES

#### State shall:

- 3.1 Prepare at its sole discretion, plans and specifications for State's proposed subject project. State will coordinate the development of the plans and specifications with Municipality. 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.

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- 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 non-betterment relocation of municipally owned utility facilities as provided in SECTION 10. UTILITY RELOCATION WORK.
- 3.6 State will notify Municipality of any MS4 components to be constructed as part of the project.
- 3.7 State has statutory authority under Neb. Rev. Stat 39-1346 to designate the municipal street shown on Exhibits "C" and "D" as a detour for the State Highway System.
- 3.8 The State Project Manager and Municipality's Street Superintendent will inspect and document the conditions of the municipal street to be designated as a state highway detour prior to its use as a detour route. In conformance with Neb. Rev. Stat. § 39-1346 and § 39-1347, the State agrees to maintain the municipal street during its use as a detour and to return said municipal street to the Municipality at the conclusion of its use as a detour in as good condition as existed prior to when it was designated as a state highway detour, except for ordinary wear and tear.
- 3.9 State will notify the Municipality in writing when the State assumes jurisdictional responsibility for the municipal street and to notify the Municipality in writing when the municipal street is returned to the jurisdictional responsibility of the Municipality.
- 3.10 State will bear the cost of changes required to the municipal street to prepare it for use as a detour for state highway traffic and that these changes will be made without cost to the Municipality.
- 3.11 State will bear the cost of the operation and maintenance of the municipal street as a detour for highway traffic while the municipal street is designated as a detour for state highway traffic.

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#### 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.

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Grand Island

- 4.8 If the Municipality procures consultant services for preliminary engineering and construction engineering for non-betterment 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 After State has accepted the project, Municipality will be solely responsible for the maintenance, repair and replacement, when necessary, of any curb ramps storm drainage facilities along the project, in accordance with Neb. Rev. Stat. § 39-2105 and § 39-1339, including, but not limited to, subsection § 39-1339(4).
- 4.10 A local detour will be needed for the closure of Old Highway 2. The detour will utilize the US-281/N-2 on and off ramps, Capital Avenue and Broadwell Avenue as show on Exhibit "E". The Parties agree that traffic detoured as described is considered local traffic and Municipality will retain maintenance responsibility for the roads used for such purposes.
- 4.11 Establish, enforce, and continue in effect an ordinance for the following conditions or restrictions within the project limits: Parking

#### 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 <u>Encroachments:</u> 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 <u>Adjacent Development:</u> 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.

Project No. NH-2-4(112) Control No. 42787 City of Grand Island Page 6 of 14 Agreement No. XL2023 6.3 <u>Special Assessments:</u> 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

- 7.1 <u>Ownership:</u> The project roadway lighting system is the property of State.
- 7.2 <u>Electrical Energy:</u> Municipality shall, without any cost to State, provide and pay for the electrical energy for all the luminaires of the roadway lighting system which may 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.
- 7.3 <u>Repair and Maintenance Responsibilities:</u> Municipality shall be responsible for the inspection, maintenance, and repair of the roadway lighting system, 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 <u>Right to Recoup Costs:</u> Municipality shall be responsible for collecting from the responsible party all Municipality's costs for repairing damage to the lighting system.
- 7.5 <u>Specifications and Standards</u>: 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 <u>Modifications:</u> 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

#### 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

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#### 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 sum of the following:

- 20% of all costs of the improvements along Highway 2 within the corporate limits, see Exhibit A, including costs incurred to date and future costs, estimated at \$1,509,796 as described in Section 2.1. (incurred since January 1, 2017)
- 100% of the cost of work on Old Highway 2 from R.P. 356+06 and extending 680 feet east, see Exhibit A, including costs incurred to date and future costs, estimated at \$369,097 as described in Section 2.2. (incurred since January 1, 2017)

State's preliminary estimate of Municipality's cost is \$1,878,894, 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** This section has intentionally been left blank

#### 11.2 Cost of the project within the corporate limits:

The total cost of work of Segment A, within Municipality corporate limits, is currently estimated to be \$7,548,982, with Municipality's 20% share being \$1,509,796. The total cost of work of Segment B, requested by the Municipality, the 100% share is currently estimated to be \$369,097. Municipality's total estimated share is \$1,878,894 which includes, but is not limited to, the costs for: preliminary engineering, construction, construction engineering, and utilities.

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- **11.3** Calculation of Municipality costs: State has calculated Municipality's project cost. A breakdown of Municipality's project cost is as follows:
  - 11.3.1 <u>Preliminary Engineering</u>. The Estimated Preliminary Engineering costs will be prorated and distributed based on the construction cost for each segment of the project. Municipality's 20% share of segment A is estimated to be \$37,523 and Municipality's 100% share of segment B is estimated to be \$9,173, for a total estimate of \$46,696.
  - 11.3.2 <u>Municipality's Construction Cost</u>. Municipality's 20% share for construction of Highway 2 within the corporate limits is estimated to be \$1,364,479. Municipality's 100% share for construction of Old Highway 2 is estimated to be \$333,572 for a total estimated share of \$1,698,051.
  - 11.3.3 <u>Construction Engineering.</u> Constructing Engineering costs will be calculated as 5% of the actual construction cost. Municipality's 20% share is estimated to be \$68,224 and Municipality's 100% share is estimated to be \$16,679 for a total estimate of \$84,903.
  - 11.3.4 <u>Utilities</u>. Municipality will share in 20% of eligible costs to relocate utility facilities that must be relocated in order to construct Highway 2 within Municipality's corporate limits. Municipality will share in 100% of eligible costs to relocate utility facilities that must be relocated in order to construct Old Highway 2. This is currently estimated as a percentage of construction cost (2.9%) and Municipality's 20% share is currently estimated to be \$39,570 and Municipality's 100% share is currently estimated to be \$9,674, for a total of \$49,243. Municipality's actual cost is likely to be greater than the preliminary estimate as the details of design are further developed.

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: Upon award of the construction contract, State will invoice Municipality for \$244,519, which is the sum of Municipality's share of preliminary engineering, estimated utility costs, and approximately one month's advance of Municipality's share of the construction and construction engineering, and will bill the Municipality thereafter in the amount of Municipality's share of the contractor's progress

Project No. NH-2-4(112) Control No. 42787 City of Grand Island Page 9 of 14 Agreement No. XL2023 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.

Contruction Phases	Rural Segment	Segment A (Within Corp. limits)	Segment A (City Portion 20%)	Segment B (City 100%)	Total for Segment A+B	City Portion for Segment A+B	Total Project Cost
CONSTRUCTION COST	\$6,676,190	\$6,822,397	\$1,364,479	\$333,572	\$7,155,969	\$1,698,051	\$13,832,159
PRELIM. ENGINEERING	\$183,595	\$187,616	\$37,523	\$9,173	\$196,789	\$46,696	\$380,384
UTILTIES _~	\$193,610	\$197,849	\$39,570	\$9,674	\$207,523	\$49,243	\$401,133
CONSTR. ENGINEERING	\$333,810	\$341,120	\$68,224	\$16,679	\$357,798	\$84,903	\$691,608
TOTAL	\$7,387,205	\$7,548,982	\$1,509,796	\$369,097	\$7,918,079	\$1,878,894	\$15,305,284
First Months Invoice						\$244,519	

#### Summary City of Grand Island Participation

#### SECTION 12. PROJECT TEMPORARY TRAFFIC CONTROL

- 12.1 All temporary 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.

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#### 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 <u>Policy:</u> 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 <u>Disadvantaged Business Enterprises Obligation:</u> 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 <u>Compliance with Regulations</u>: 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.

Project No. NH-2-4(112) Control No. 42787 City of Grand Island Page 11 of 14 Agreement No. XL2023

- **17.2** <u>Nondiscrimination:</u> 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 <u>Solicitations for Subcontracts, Including Procurements of Materials and Equipment:</u> 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** <u>Information and Reports:</u> 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** <u>Sanctions for Noncompliance:</u> 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.

Project No. NH-2-4(112) Control No. 42787 City of Grand Island Page 12 of 14 Agreement No. XL2023 **17.6** <u>Incorporation of Provisions:</u> 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 on the same subject in an existing written agreement.

Project No. NH-2-4(112) Control No. 42787 City of Grand Island Page 13 of 14 Agreement No. XL2023 **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 \_\_\_\_\_, 2020.

WITNESS:

CITY OF GRAND ISLAND

City Clerk

Mayor

EXECUTED by State this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

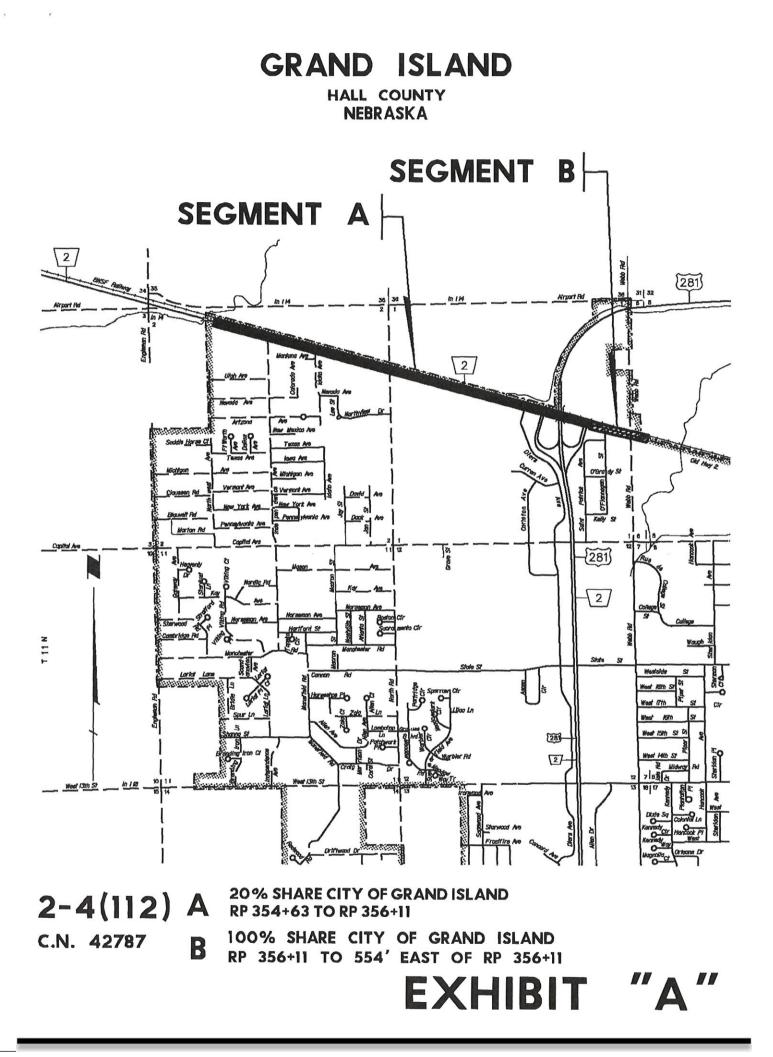
Roadway Design Engineer

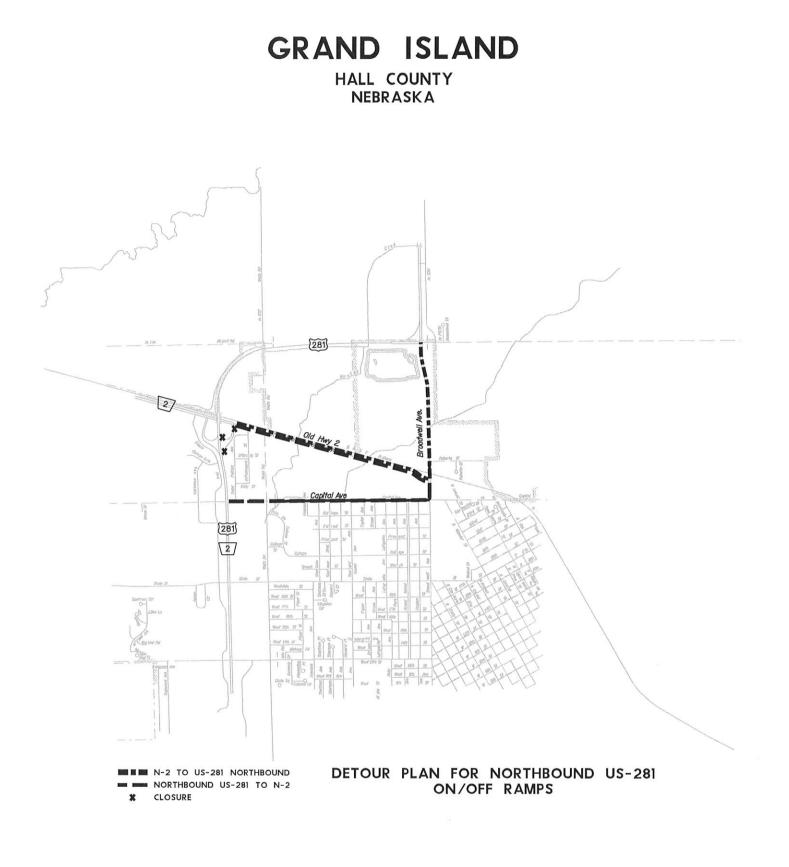
RECOMMENDED: Wesley Wahlgren, P.E.

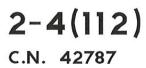
District 4 Engineer Date

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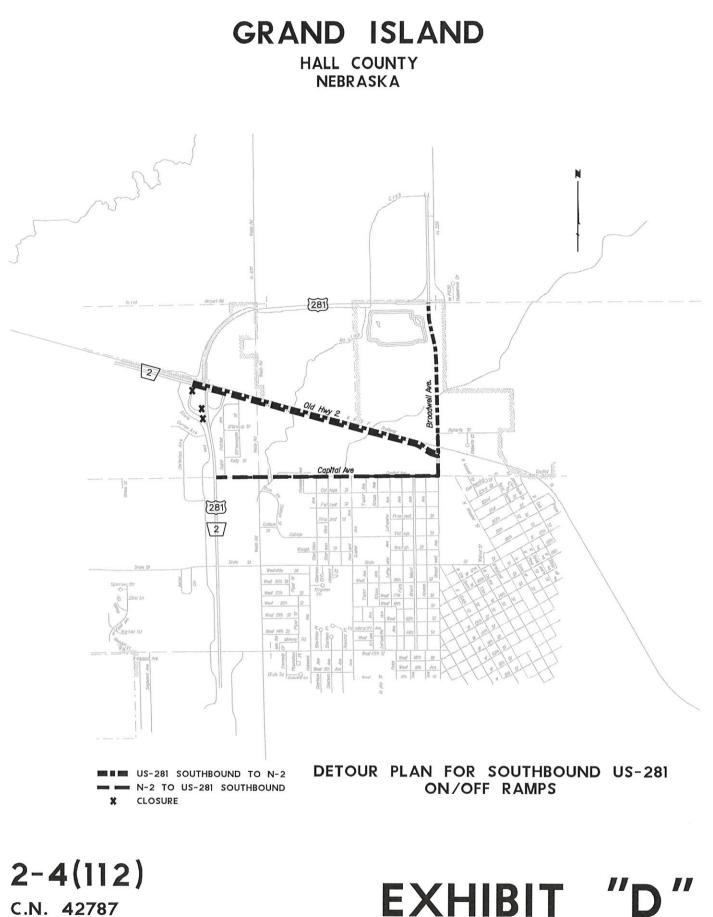
Agreement No. XL2023





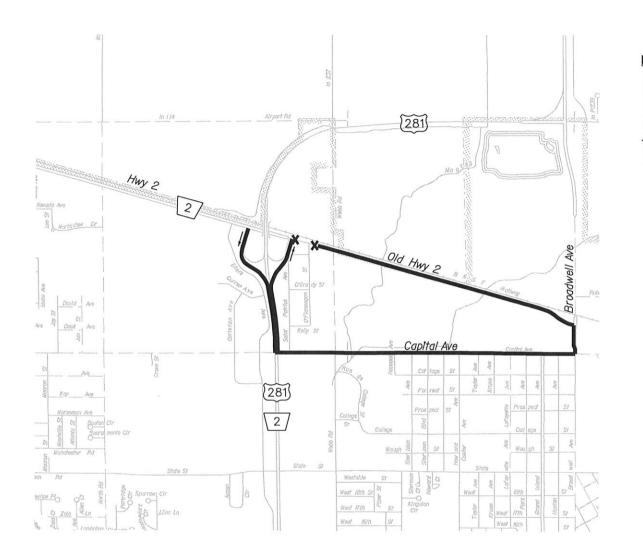


# EXHIBIT "C"



C.N. 42787

GRAND ISLAND HALL COUNTY NEBRAKSA



DETOUR PLAN FOR OLD HWY 2 CONSTRUCTION

X CLOSURE

2-4(112) C.N. 42787

"E" EXHIBIT

#### RESOLUTION 2020-312

WHEREAS, the Nebraska Department of Transportation is preparing plans for improvements to State Highway N-2 from Cairo to Grand Island, with the City cost sharing on the portion within City limits; and

WHEREAS, such improvements shall consist of removing and replacing pavement with concrete, including shoulders; and curb & gutter and the raised median island also being replaced; and

WHEREAS, the total cost of work within City limits is currently estimated to be \$7,918,079.00 with the City's share at \$1,878,894.00; and

WHEREAS, the actual cost is likely to be greater than the preliminary estimates as details of design are further developed; 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 State Highway N-2 from Cairo to Grand Island 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.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤\_\_\_\_\_ November 23, 2020 ¤ City Attorney