

AGREEMENT

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF CRETE
PROJECT NO. STP-103-1(112)
CONTROL NO. 13265
WILBER NORTH – STATE HIGHWAY/LOCAL PLANT TRAFFIC DETOUR

THIS AGREEMENT is between the City of Crete ("City") and the State of Nebraska, Department of Transportation ("State") collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the State intends to improve State Highway N-103 ("N-103"), at the location as shown on Exhibit "A"; and

WHEREAS, State has determined under the authority of Neb. Rev. Stat. §39-1346 and 39-1347 it is necessary to establish a local traffic detour during the construction of the above said project on designated City roads, as shown on Exhibit "B"; and

WHEREAS, City Council has authorized the Mayor to sign this agreement, as evidenced by the Resolution of the City Council, as shown on Exhibit "C".

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

SECTION 1. PROJECT IMPROVEMENTS

State has plans to make improvements to N-103 located in Saline County, from Reference Post (RP) 33.26 to (RP) 42.70, at the location shown in Exhibit "A", attached and incorporated herein by this reference. The improvements on this project consist of milling and resurfacing the roadway and surfaced shoulders with asphalt and making underlying concrete repairs as necessary. The existing pavement, approximately 0.5 miles north and south of the intersection with County Road I, will be replaced with new concrete pavement on a stabilized subgrade. Culverts in poor condition will be rehabilitated. Existing guardrail will be removed and replaced. Bridges over Otoe Creek (Structure Number S103 03920) and an unnamed creek (Structure Number S103 04249) will have the expansion joints resealed. The improvements will necessitate the closure of N-103 to all traffic for approximately 30 working days.

SECTION 2. STATE'S AUTHORITY

City recognizes that State has statutory authority under Neb. Rev. Stat. §39-1346 to designate City Roads as a detour for the State Highway System.

SECTION 3. STATE HIGHWAY DETOUR

The proposed detour route will include Nebraska State Highway N-33 (N-33), Main Avenue/ County Road 2250, and Industrial Road, as shown in Exhibit "B", attached and incorporated herein by this reference. There will be no parking allowed on either side of Main Avenue within a half block south of N-33 for the duration of the detour.

SECTION 4. PRECONSTRUCTION INSPECTION

The Parties agree the State's Project Manager and City's representatives will inspect and document the conditions of Main Avenue to be designated as a state highway detour prior to it's use as a detour route.

SECTION 5. TRAFFIC CONTROL

State agrees to erect and maintain road closure and detour signing. All signing shall be in conformance with the Manual of Uniform Traffic Control Devices (MUTCD), current version.

SECTION 6. POST CONSTRUCTION INSPECTION

Upon completion of State's project, State District representatives and City representatives will inspect the condition of the surfacing of Main Avenue within the City's jurisdiction that was used for State's detour to determine deterioration from the pre-detour condition that warrants repair. State agrees to compensate City for damages along the proposed detour route caused by the normal use of the detoured traffic. City will submit an invoice for the agreed upon reimbursable costs to NDOT District 1. State will make every effort to reimburse City within 30 days of the invoice submittal. After construction of State's project, City will continue to have jurisdictional responsibility for Main Avenue located within City limits.

SECTION 7. AUTHORITY TO SIGN

The City Council has authorized the Mayor to execute this Agreement, as evidenced by the Resolution of the City Council, attached as Exhibit "C" and incorporated herein by this reference.

SECTION 8. SEVERABILITY

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the

remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a waiver or a subsequent breach of the same by the other party

SECTION 9. COMPLETENESS

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

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

EXECUTED by the City this ____ day of _____, 2023.

WITNESS:

CITY OF CRETE

City Clerk

Mayor

EXECUTED by the State this ____ day of _____, 2023.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Mick Syslo, P.E.

Roadway Design Engineer

RECOMMENDED:
Brandon Varilek, P.E.

District 1 Engineer Date

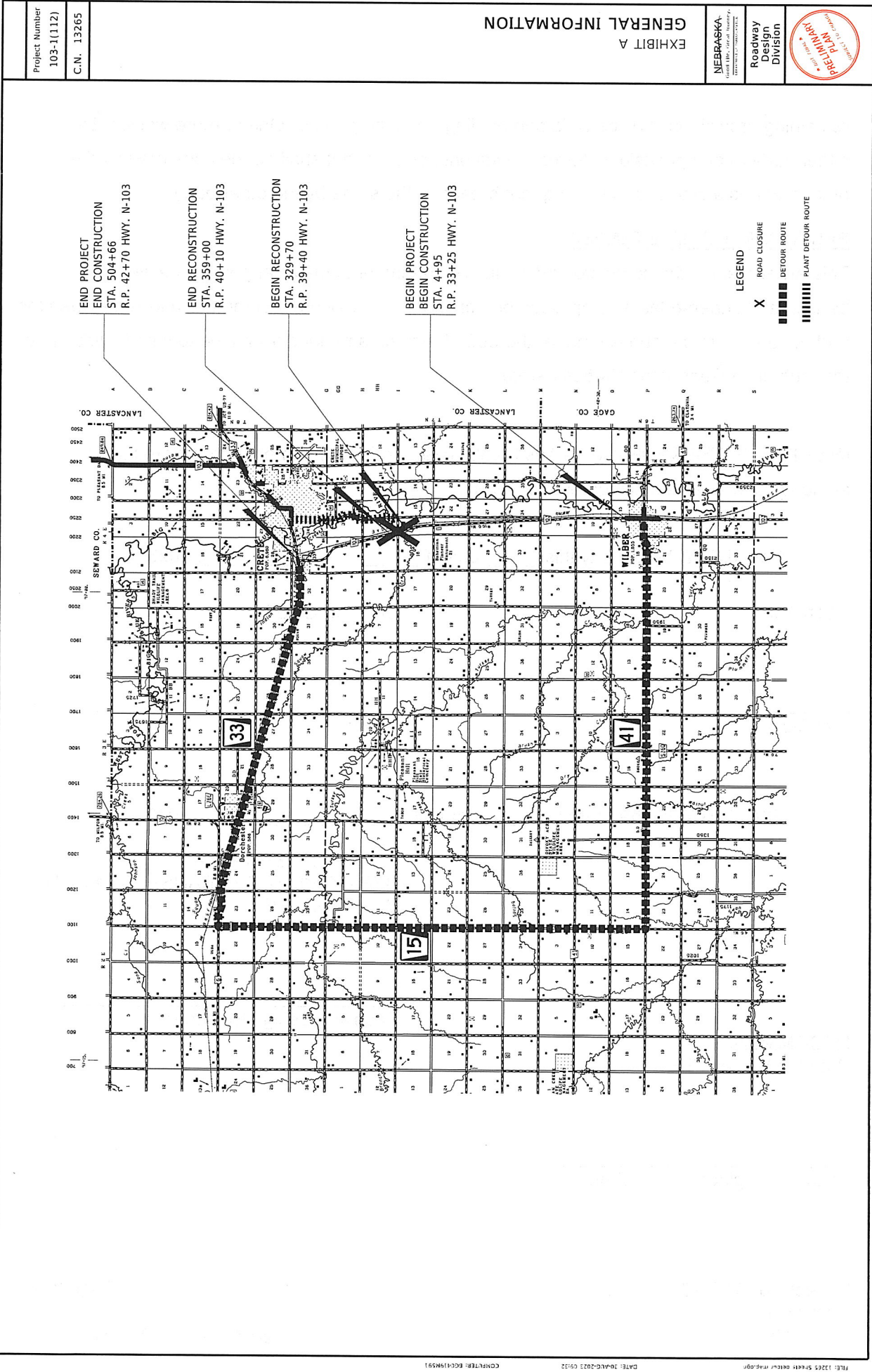


EXHIBIT A
GENERAL INFORMATION

NEBRASKA
Roadway
Design
Division

PRELIMINARY
PLAN
1205

Project Number
103-1(112)

C.N. 13265

