

Agenda Item # 24d
Date 4/21/21

 COPY

April 5, 2021

Dodge County Clerk
Attn: Fred Mytty
435 N Park
Fremont, NE 68025

RE: S-275-6(1054) CN 32302B, Dodge County, State of Nebraska Department of
Transportation Registered Land Surveying

Dear Mr. Mytty,

Enclosed are 2 original agreements for this project and one copy for your file.
Please obtain the proper official's signatures on each original agreement and return them to
me. You will receive your original agreements after all signatures are obtained.

Please note a City Resolution is required for this agreement. Please attach an original
Resolution to each original agreement marked as Exhibit "B".

You will receive 1 original agreement after all signatures are obtained.

Sincerely,

Barbara M. Sabri Lewis For

Timothy W. Weander, P.E.
District Engineer

Enclosures

TW/nc

Kyle Schneeweis, P.E., Director

Department of Roads

District 2 Headquarters
4425 South 108th Street
PO Box 45461
Omaha, NE 68145-0461

roads.nebraska.gov

OFFICE 402-595-2534 FAX 402-595-1720
DOR.ContactUs@nebraska.gov

2021 APR -9 PM 1:34
RECEIVED
Dodge Co Highway Dept

AGREEMENT

PROJECT NO. S-275-6(1054)
STATE CONTROL NO. 32302B DODGE COUNTY
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
REGISTERED LAND SURVEYING

 COPY

THIS AGREEMENT, made and entered into by and between DODGE County, Nebraska, hereinafter referred to as the "County," and the State of Nebraska, Department of Transportation, hereinafter referred to as the "State," and collectively, the "Parties."

WITNESSETH:

WHEREAS, the State has plans for the improvement of US 275 from Highway Reference Post 123+96 to Highway Reference Post 128+69, under Project No. 32302B as shown on Exhibit "A", attached; and

WHEREAS, the Parties recognize that it shall be the duty of the county board of each county, pursuant to Neb. Rev. Stat. § 39-1708, to cause to be perpetuated the existing corners of land surveys along the public roads and highways where such corners are liable to destruction, either by public travel or construction or maintenance.

WHEREAS, the State desires the County provide a Registered Land Surveyor in accordance with Neb. Rev. Stat. § 39-1708 to tie out land monuments prior to the above construction and tie and re-establish monuments after construction.

WHEREAS, "tie out" shall be understood by the Parties to mean the process whereby the surveyor identifies and perpetuates the location of a monument for the purpose of re-establishing the monument in the event the monument is disturbed during construction.

WHEREAS, "re-establish" shall be understood by the Parties to mean the process whereby the surveyor re-positions the monument for its preservation based on the tie-out, following disturbance of the monument resulting from construction.

WHEREAS, the State is willing to provide full or partial reimbursement for performance of County's duties pursuant to statute as set forth herein, with the expectation that reimbursement shall be limited to tie-out prior to construction work, tie-out after the completion of reconstruction, and re-establishment of monuments affected by construction; the State shall not

reimburse the County in cases in where monuments have been unaffected by construction, rendering re-establishment of monument unnecessary.

WHEREAS, County Board has authorized the Chairperson to sign this Agreement, as evidenced by the Resolution of County Board, as shown on Exhibit "B", attached.

WHEREAS, the County is willing to perform above referenced surveying services under the following terms and conditions:

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

SECTION 1. STATUTORY OBLIGATION. The County agrees to tie out land monuments as necessary for the above named project prior to construction work beginning and to tie out and re-establish monuments as necessary after construction is completed, in accordance with Neb. Rev. Stat. § 23-1907-08 and § 39-1708-10, at the location as shown on the attached Exhibit "A", and hereby made a part of this agreement.

The County agrees to perform all work, all under the direct supervision of a Registered Land Surveyor. Said surveying work shall be completed by May 30th, 2021. The County further agrees to file the survey with the County Surveyor and/or County Clerk, with the Survey Record Repository in the State Surveyor's Office in Lincoln and with the Deputy State Surveyor in the Right of Way Division at the Department of Transportation' Lincoln Headquarters.

SECTION 2. REIMBURSEMENT. The State agrees to reimburse the County for the actual cost of the work described in Section 1 above, up to a maximum cost to the State for each land monument of \$100.00 to tie out, and \$100.00 to re-establish the monument. The maximum cost to the State shall not exceed \$100.00 for the tie-out work and \$100.00 for the work performed to re-establish the monument. The County shall prepare and submit a detailed billing of the work completed. All billings shall be forwarded to the State's Project Manager, RICK FISHER, at 4425 S 108th St., OMAHA, Nebraska 68137. Upon the satisfactory completion of the work, the State will pay the County within 30 days or the completion of an audit by the State, whichever is later.

SECTION 3. REIMBURSEMENT EXCLUSION. The State will not reimburse post-construction costs when no actual re-establishment of monuments has occurred, such as in those cases where corners have remained static, or where monuments have been unaffected by construction. Reimbursement in such cases shall be limited to tie-out (if necessary) and the County's travel expenses incidental to monument survey review/verification following the conclusion of the State's construction project.

SECTION 4. FAIR EMPLOYMENT PRACTICES ACT

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

SECTION 5. AUTHORIZATION

The Chair of the County Board is authorized to sign this Agreement, and evidenced by the Resolution of County Board, attached as Exhibit "B", and hereby made a part of this agreement.

SECTION 6. 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.

[Remainder of Page Intentionally Left Blank]

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

EXECUTED by the County this ____ day of _____, 20__.

WITNESS: DODGE COUNTY

County Clerk By _____
Chairperson, County Board

EXECUTED by the State this ____ day of _____, 20__.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
TIM WEANDER, P.E.

District 2 Engineer

RESOLUTION

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF NEBRASKA FOR PROJECT NO. _____, CONTROL NO. _____, AGREEMENT NO. _____, PROJECT NAME: _____.

Be it resolved by the Chairperson of the Board of the County of _____, Nebraska, that:

1. The County shall enter into an Agency Agreement with the Nebraska Department of Transportation for Project No. _____ for the purpose of highway improvements on Highway _____ within the boundaries of _____ County.
2. The Chairperson of the Board is hereby authorized and directed to execute said agreement on behalf of the County of _____ and the County Clerk is authorized to attest said execution.
3. This resolution will be marked Exhibit "B" and a copy attached to each Original Agreement.

PASSED AND APPROVED THIS ____ DAY OF _____, 20 ____.

Chairperson of the Board

ATTEST:

County Clerk

ROADWAY DESIGN INTENTIONAL

COMPUTERS: 10/04/2020

FILE: 202001A.MKT-1711a_21mkt-01p1.dwg 11-JUL-2021 16:35

STATE OF NEBRASKA
 DEPARTMENT OF TRANSPORTATION
 PLANS FOR CONSTRUCTION
SCRIBNER NORTH
 DODGE & CUMING COUNTIES

PROJECT NO.	SHEET NO.
5-275-610541	A1
▲ CONTROL NO.	32302B
▲ CONTROL NO.	
■ CONTROL NO.	

THE 2017 EDITION OF THE NEBRASKA STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS APPLY TO THIS PROJECT.

THE WORK ON THIS PROJECT CONSISTS OF GROUPS
 1-GRAVING, 3-CONCRETE PAVEMENT, 4-CULVERTS,
 4A-CULVERT, 5-SEEDING, 6-BRIDGE, 6A-BRIDGE,
 6B-BRIDGE, 6C-BRIDGE, 6D-BRIDGE, 6E-BRIDGE,
 7-GUARDRAIL, 8B-ELECTRICAL, 8C-SIGNING & 10-GENERAL

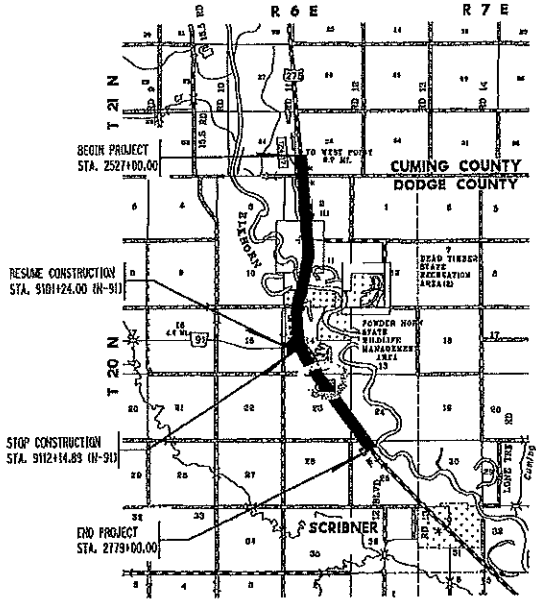
▲ GROUPS 1, 3, 4, 4A, 5, 6, 6A, 6B, 6C, 6D,
 6E, 7, 8B, 8C, & 10 ARE INCLUDED
 IN THE LETTING OF MAY 6, 2021

▲ GROUPS _____ ARE INCLUDED
 IN THE LETTING OF _____

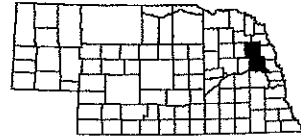
■ GROUPS _____ ARE INCLUDED
 IN THE LETTING OF _____

DESIGN DESIGNATION	
NEW OR RECONSTRUCTION	
RURAL	
TRAFFIC	
YEAR: 2020	2040
ADT: 6,160	7,650
DIV: 680	855
T: 16 %	

DESIGN DESIGNATION	
3R RURAL	
TRAFFIC	
YEAR: 2020	2030
ADT: 6,160	6,925
DIV: 680	770
T: 16 %	0 = - %



WORK ON THIS PROJECT IS AUTHORIZED PURSUANT TO THE CONDITIONS STIPULATED IN THE ARMY CORPS OF ENGINEERS GENERAL/NATIONWIDE/INDIVIDUAL PERMIT



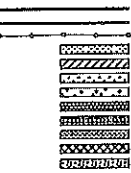
Project Raw Materials (Tons)	155,127
Post Construction Runoff Control in Project Raw Materials (Tons)	21,064
Post Construction Runoff Control	208
Estimated Value of Post Construction Runoff Control	\$1,519,684

CONVENTIONAL SIGNS

- FRINGE R.O.W. OR WIRE
- GUARDRAIL
- TRAVELED WAY
- DIKE
- CULVERT
- PONER POLE
- TELEPHONE POLE
- MAILBOX
- RAILROAD TRACKS
- MARSH
- TREE - CONIFEROUS
- TREE - DECIDUOUS

R.O.W. LEGEND

- NEW CONTROLLED ACCESS
- PREVIOUS CONTROLLED ACCESS
- LIMITS OF CONSTRUCTION
- PREVIOUS R.O.W.
- NEW R.O.W.
- EXISTING PERMANENT EASEMENT
- TEMPORARY EASEMENT
- EXCESS TAKING
- PERMANENT EASEMENT
- EXISTING RAILROAD EASEMENT
- NEW RAILROAD PERMANENT EASEMENT
- NEW RAILROAD TEMPORARY EASEMENT



REFERENCE POST NO. 123498 TO REFERENCE POST NO. 128469

EXCEPTIONS: FROM STA. TO STA.

TOTAL NET LENGTH OF PROJECTS: 25,200 FEET 4.773 MILES



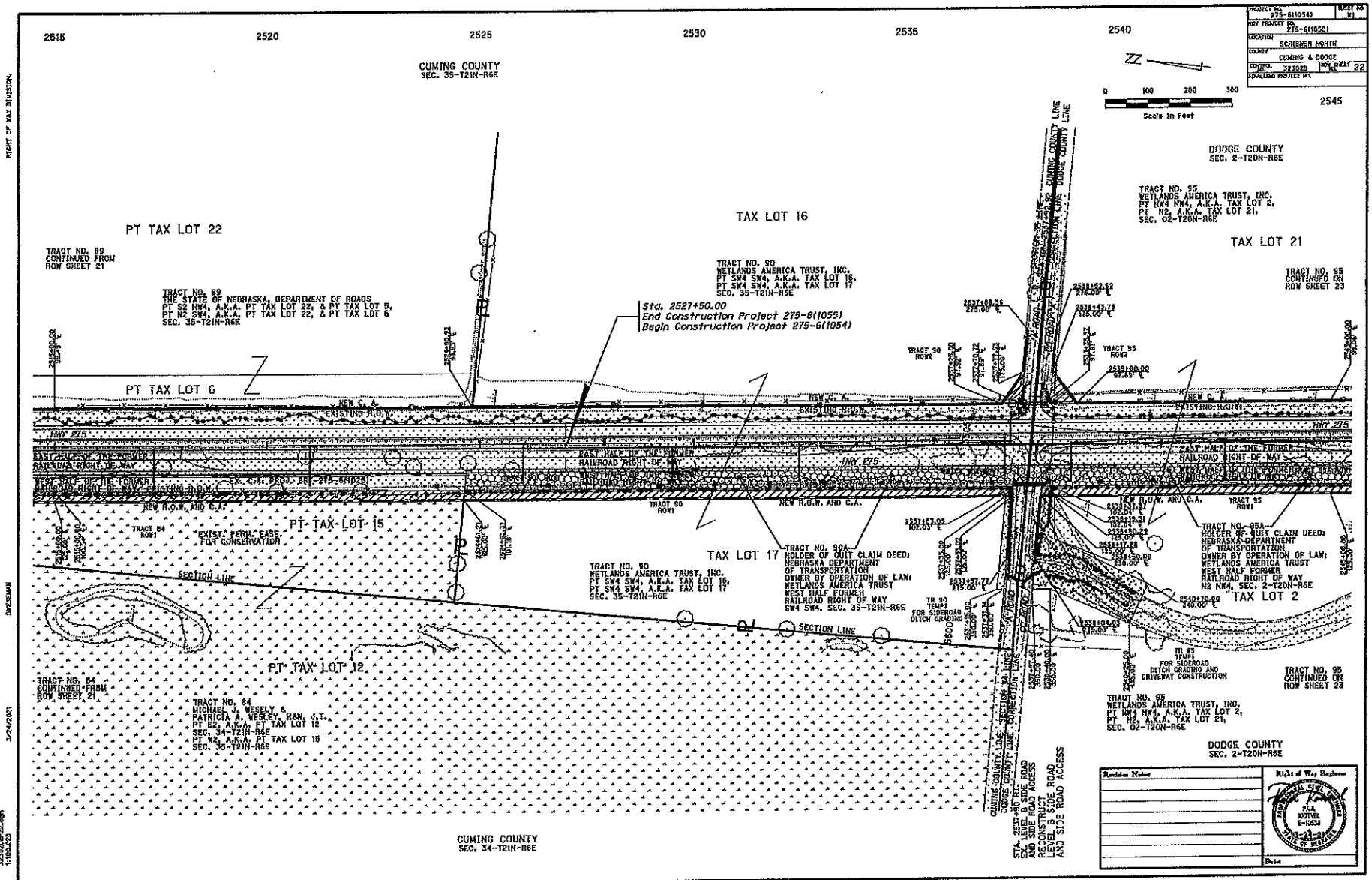


Exhibit "A" Page 2 of 13

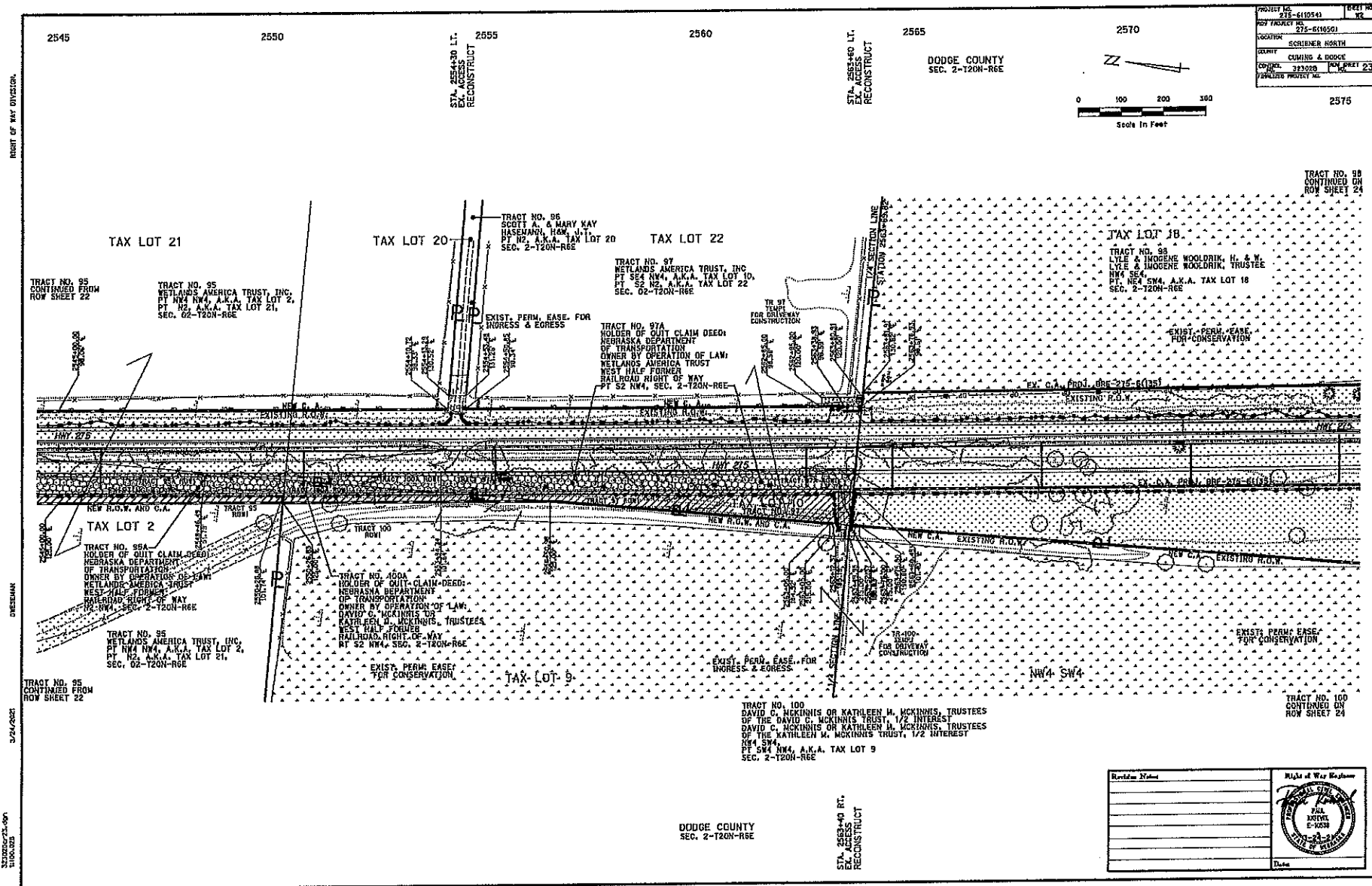


Exhibit "A" Page 3 of 13

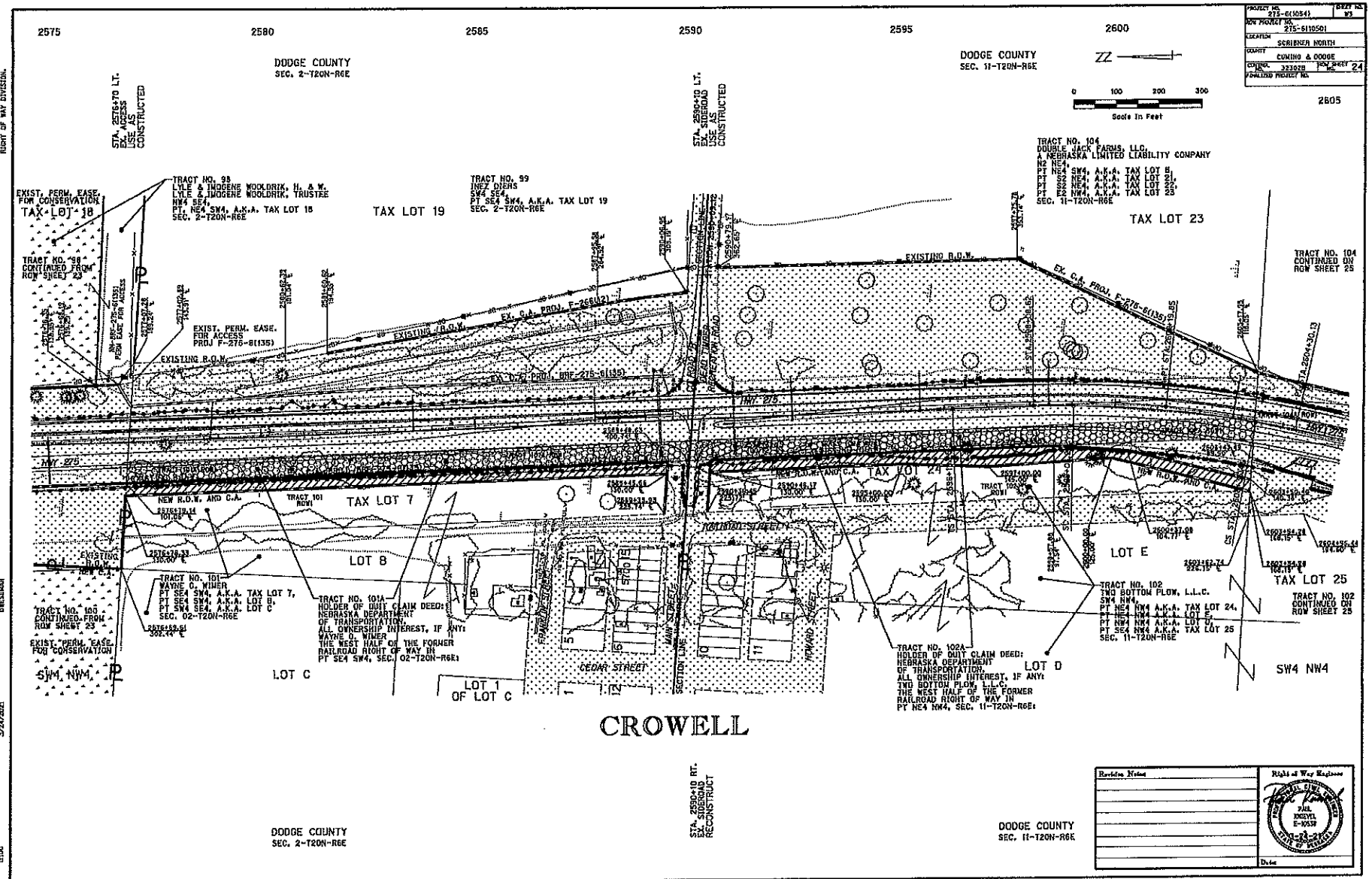


Exhibit "A" Page 4 of 13

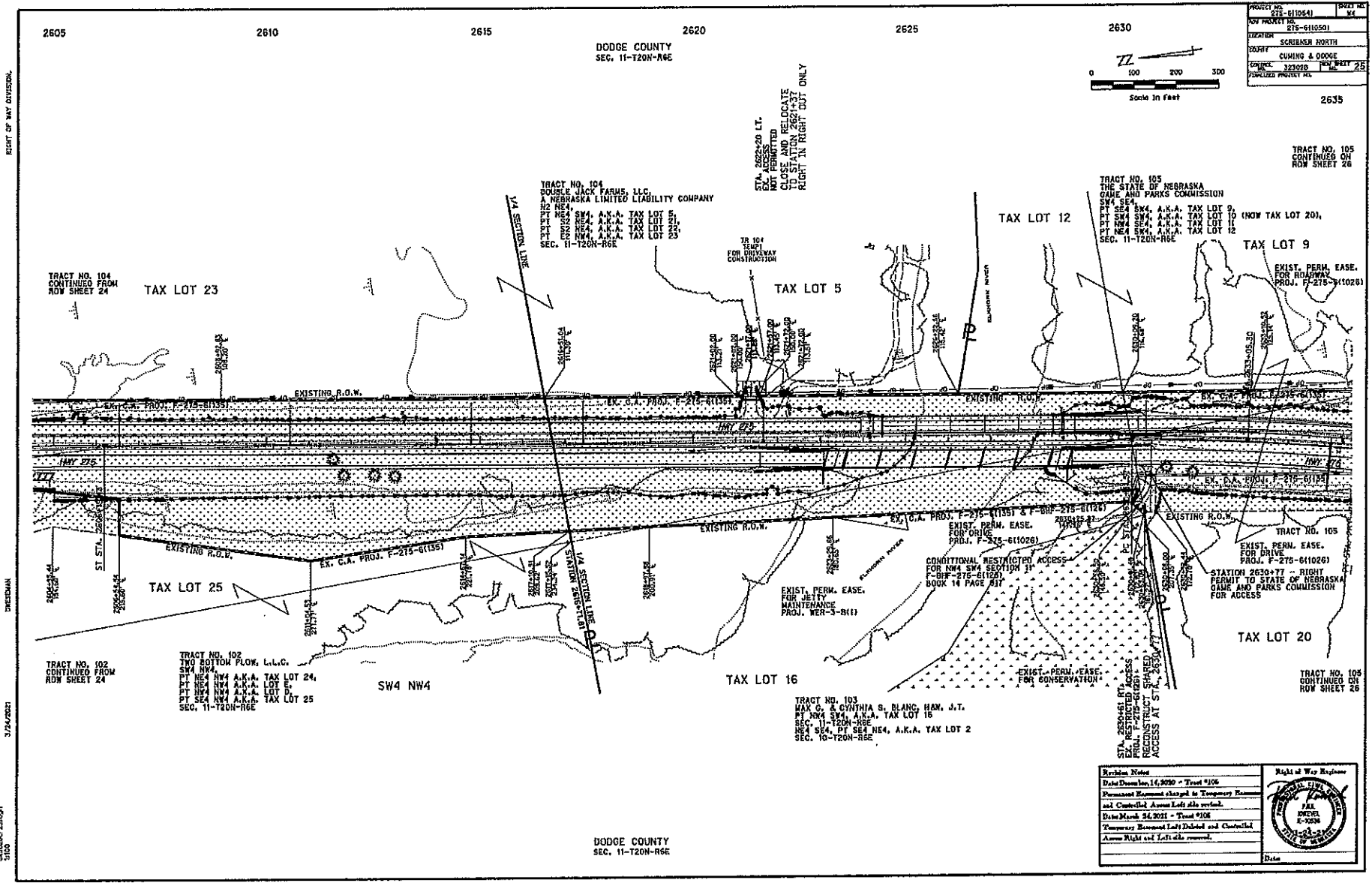
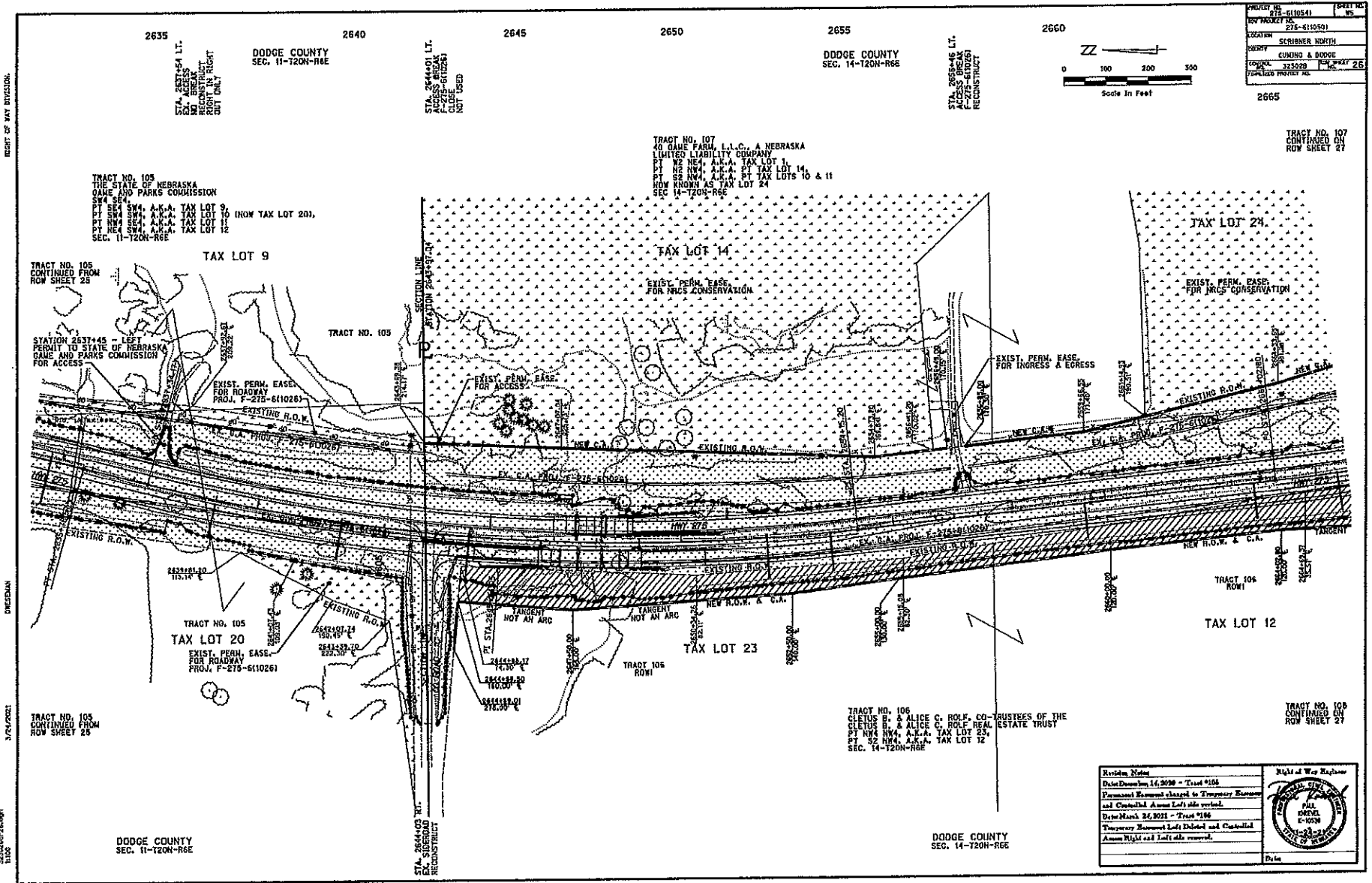
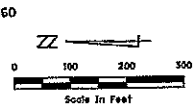


Exhibit "A" Page 5 of 13



PROJECT NO.	275-6110541	SHEET NO.	15
JOB NO.	275-6110541		
LOCATION	SCRIBNER NORTH		
COUNTY	CUMING & DODGE		
CONTRACT	233029	DATE	APRIL 26
DRAWN BY	PROJECT		



Revision Number		Right of Way Engineer	
Date December 14, 2009 - Tract #106			
Permanent Easement changed to Temporary Easement and Canceled Access Lot's also worked.			
Date March 24, 2011 - Tract #108			
Temporary Easement Lot's Deleted and Canceled Access Right of Way Lot's also worked.			

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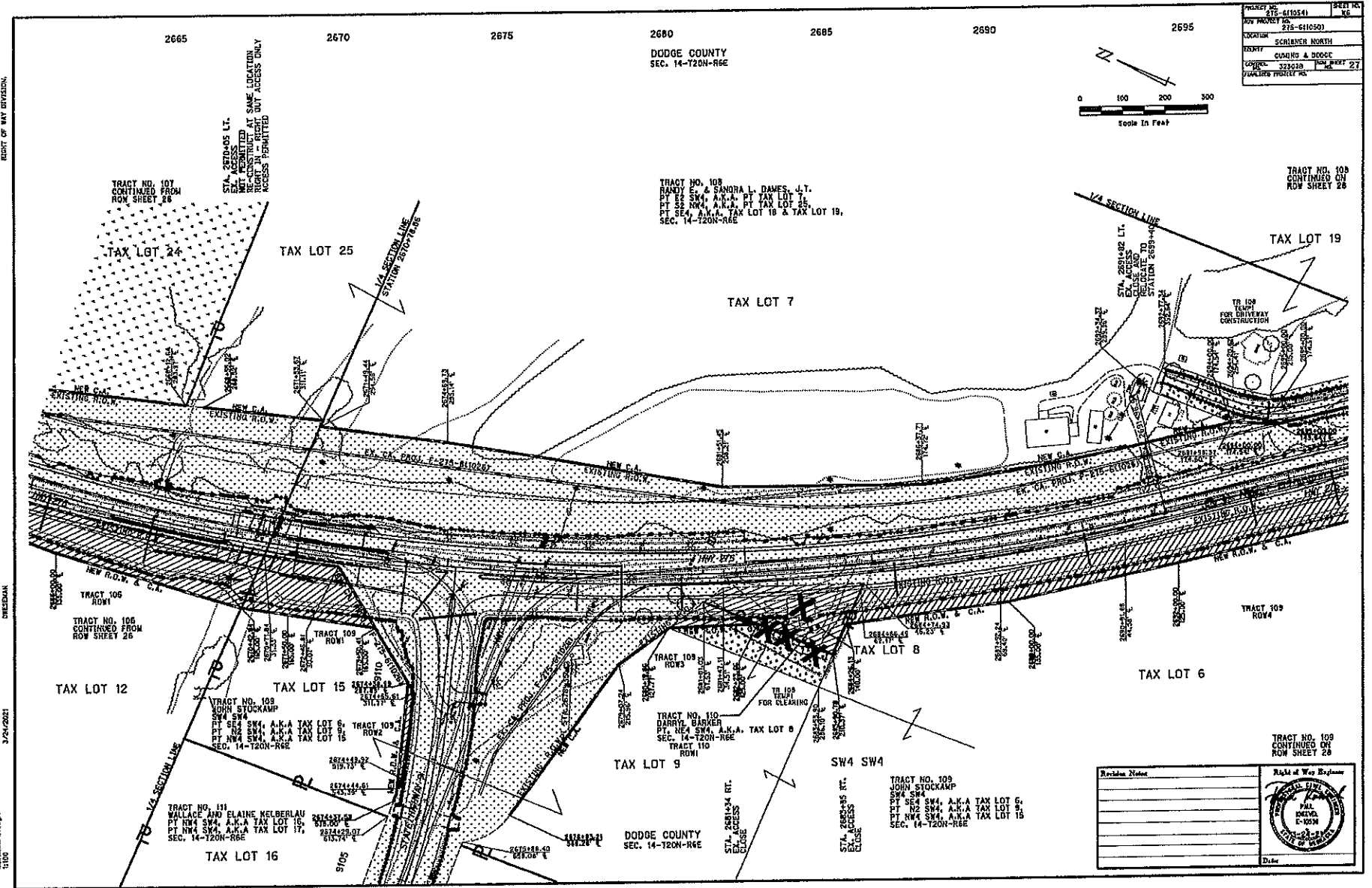


Exhibit "A" Page 7 of 13

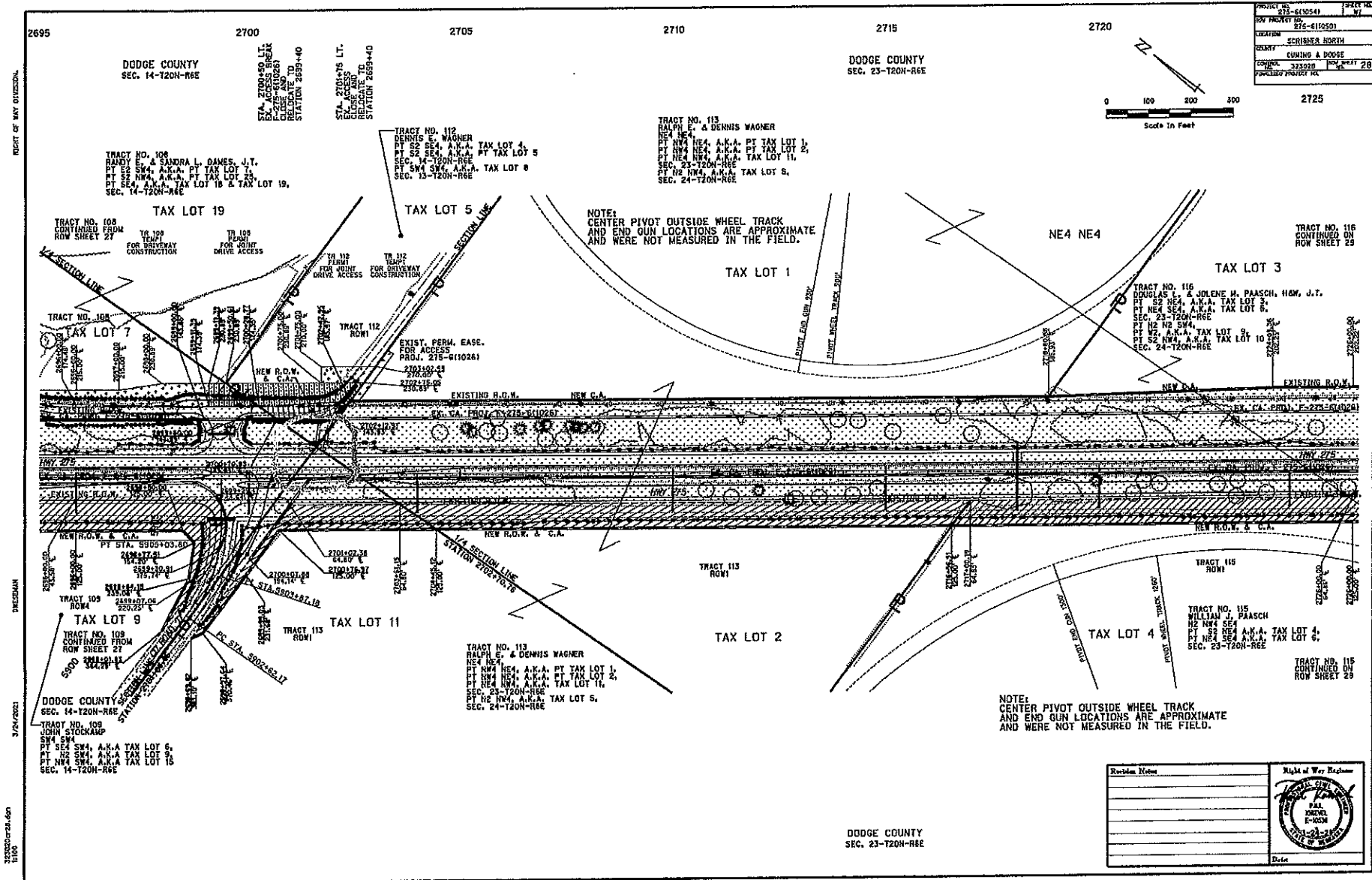


Exhibit "A" Page 8 of 13

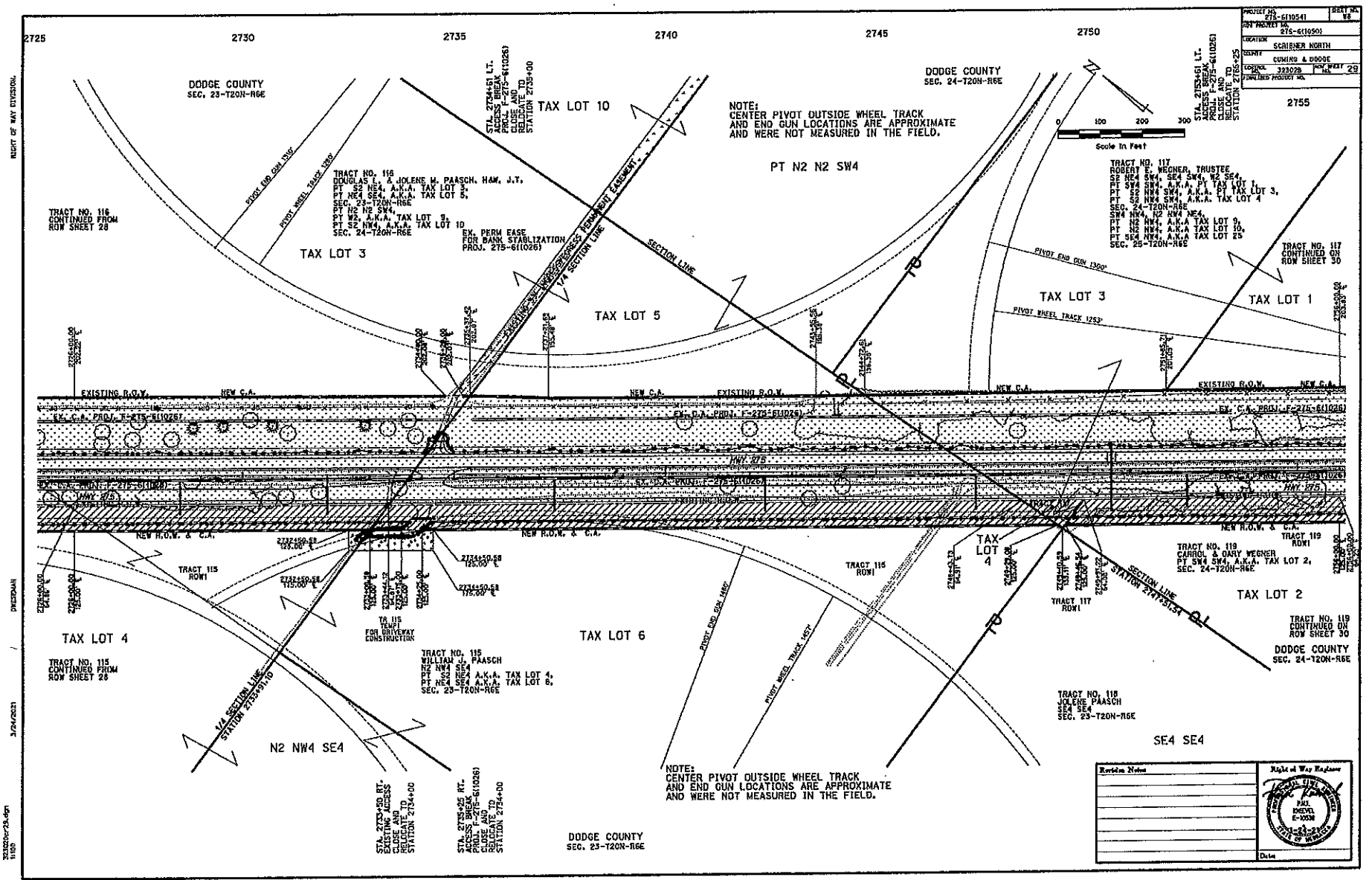


Exhibit "A" Page 9 of 13

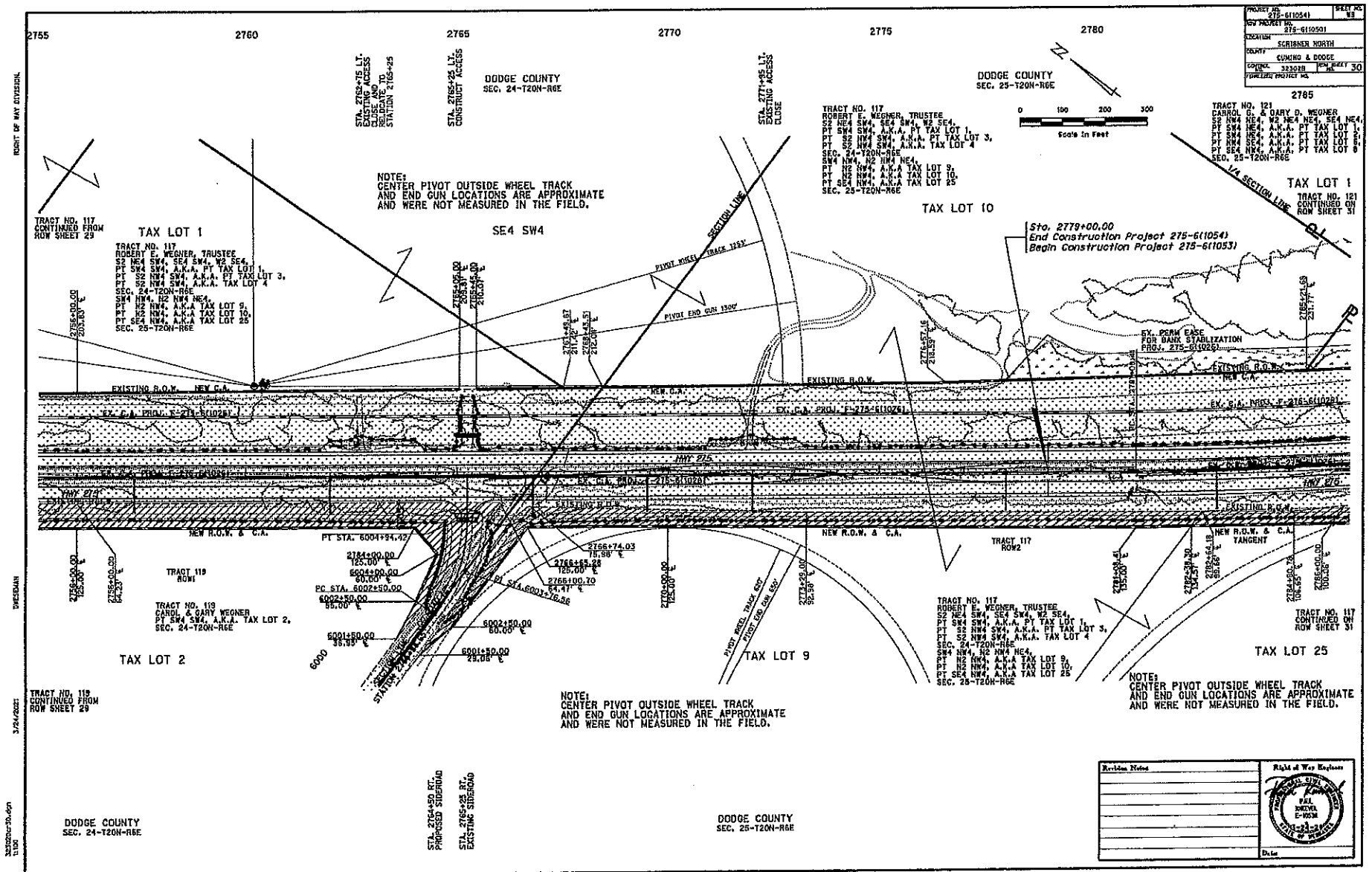


Exhibit "A" Page 10 of 13

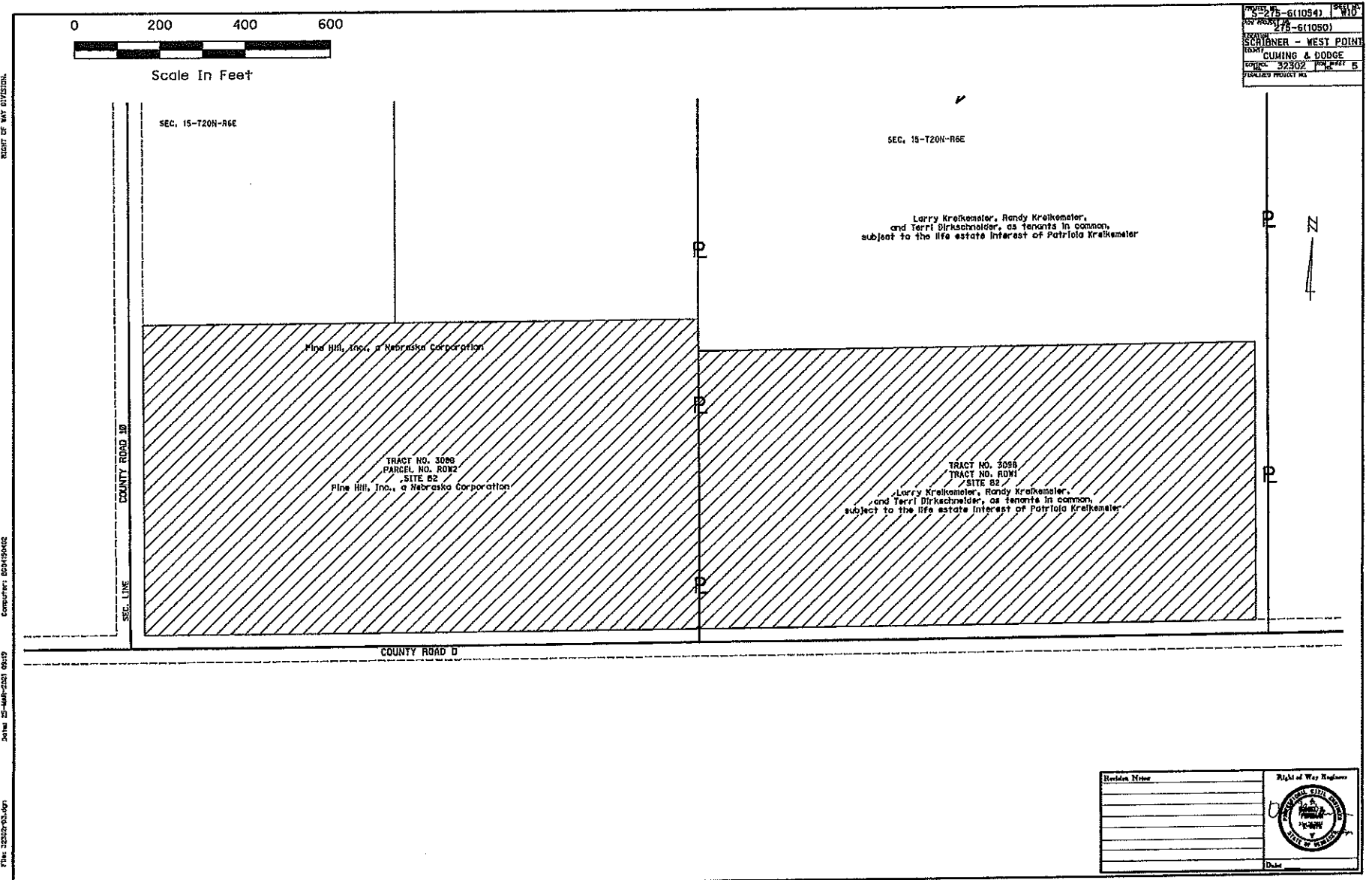


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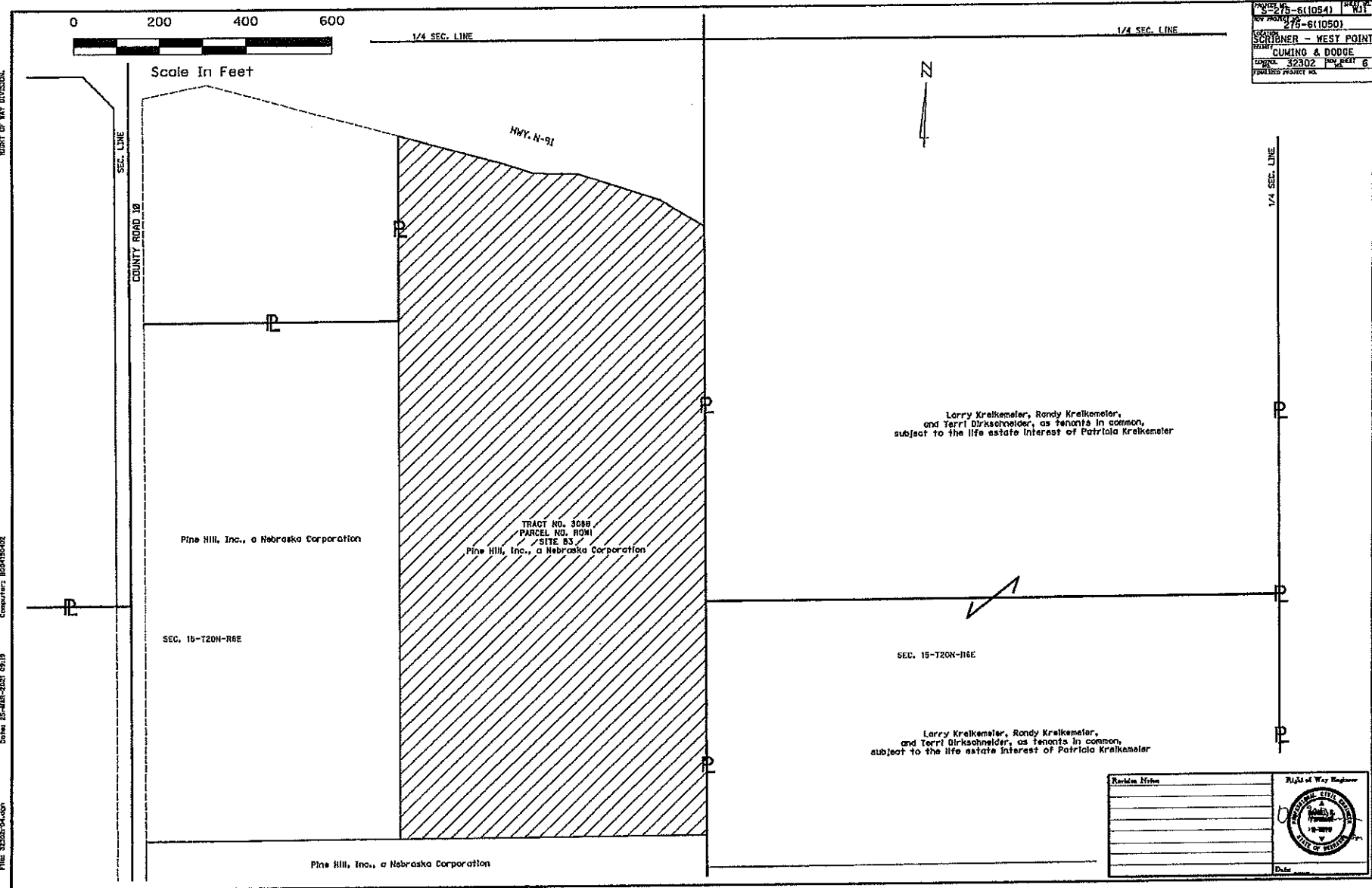


Exhibit "A" Page 12 of 13

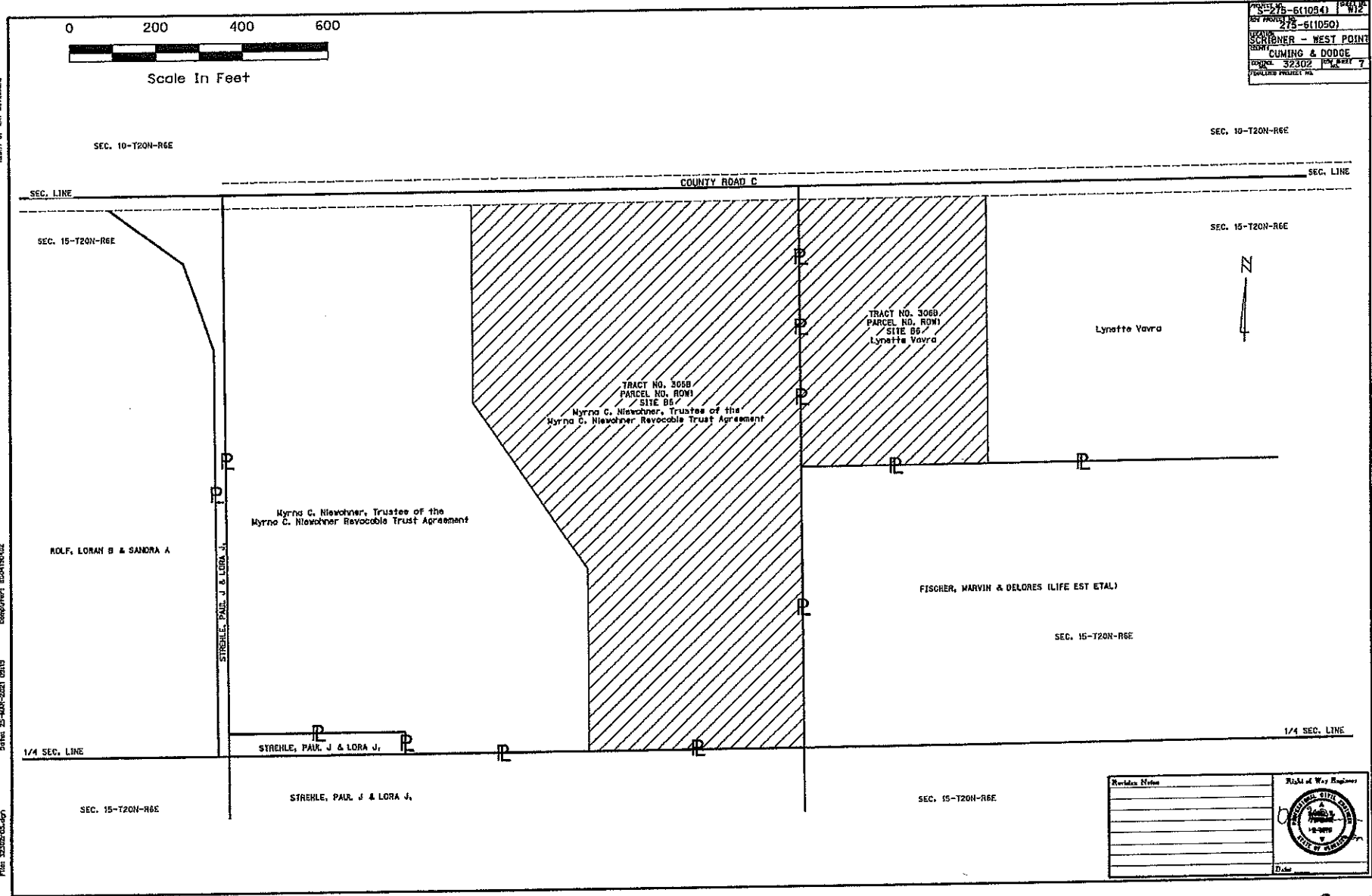


Exhibit "A" Page 13 of 13