



COPY

AGREEMENT

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
COUNTY OF DODGE
PROJECT NO. S-30-6(1052)
CONTROL NO. 22473
TEMPORARY ROAD CLOSURE AND DETOUR

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

WITNESSETH:

WHEREAS, the State intends to replace bridge Structure S030 41681 and rehabilitate bridge Structure S030 42074 on the old State Highway US-30 ("US-30") alignment, at the location as shown on Exhibit "A"; and

WHEREAS, the purpose of the project is to repair the old Highway US-30 bridges for relinquishment of the former State Highway to County after State's US-30 Expressway project is completed; and

WHEREAS, State intends that the improvement be developed and constructed under the designation of Control No. 22473; and

WHEREAS, Bridge work will necessitate detour traffic to use existing gravel county roads; and

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

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

SECTION 1. Improvements associated with this project include the replacement of bridge Structure S030 41681, rehabilitation of bridge Structure S030 42074, and mill and fill of mainline and shoulders on old State Highway US-30, as show in Exhibit "A", attached and incorporated herein by this reference.

SECTON 2. State is designing a project to repair two existing US-30 bridges as a part of the overall US-30 Expressway project that is currently being constructed on a new alignment. This

bridge repair work will be completed in reliance on the promise of County to accept relinquishment of the segment(s) of the existing highway that will be replaced by the newly constructed highway. State and County will, in the future, enter into a formal Relinquishment Agreement to shift jurisdictional responsibility over the applicable segment(s) of the former State Highway from State to County to become effective when State highway traffic is completely shifted to the newly constructed highway (See Neb. Rev. Stat. § 39-1313 et seq). The functional classification of the segment(s) to be relinquished will be changed so that County will have the sole jurisdictional responsibility over the applicable segment(s). (See Neb. Rev. Stat. § 39-2105, Jurisdictional Responsibility). State will retain title to the relinquished segment(s).

SECTION 3. Access to old US-30 will be closed approximately 90 working days for the replacement of Structure S030 41681, and 55 working days for the rehabilitation of Structure S030 42074.

SECTION 4. State and County will detour traffic for Structure S030 41681 on to County Road 12, to County Road T, and to County Road 13; and for Structure S030 42074 traffic will be detoured on to County Road 15 Boulevard, to County Road T, and to County Cutoff Road, as shown on Exhibit "A". Prior to the implementation of each detour, if State and County determine that the established detour will adversely affect the county road system, an alternative designated detour will be agreed upon and signed accordingly with no additional consideration for improvements.

SECTION 5. State agrees to erect and maintain detour signing for the detours. All signing shall be in conformance with the Manual of Uniform Traffic Control Devices (MUTCD), current version." State will notify County when access to old US-30 is restored.

SECTION 6. The County Board has authorized the Chairperson of the Board to execute this Agreement, as evidenced by the Resolution of the County Board, attached as Exhibit "B" and incorporated herein by this reference.

SECTION 7. 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 County and the State have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the County this _____ day of _____, 2023.

WITNESS:

COUNTY OF DODGE

County Clerk


Chairperson, County Board

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

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

Roadway Design Engineer

RECOMMENDED:
Thomas Goodbarn, P.E.



District 2 Engineer Date 12/13/2023

NORTH BEND - FREMONT (RELINQUISHMENT) S-30-6(1052)

C.N. 22473
DODGE COUNTY

DETOUR ROUTES

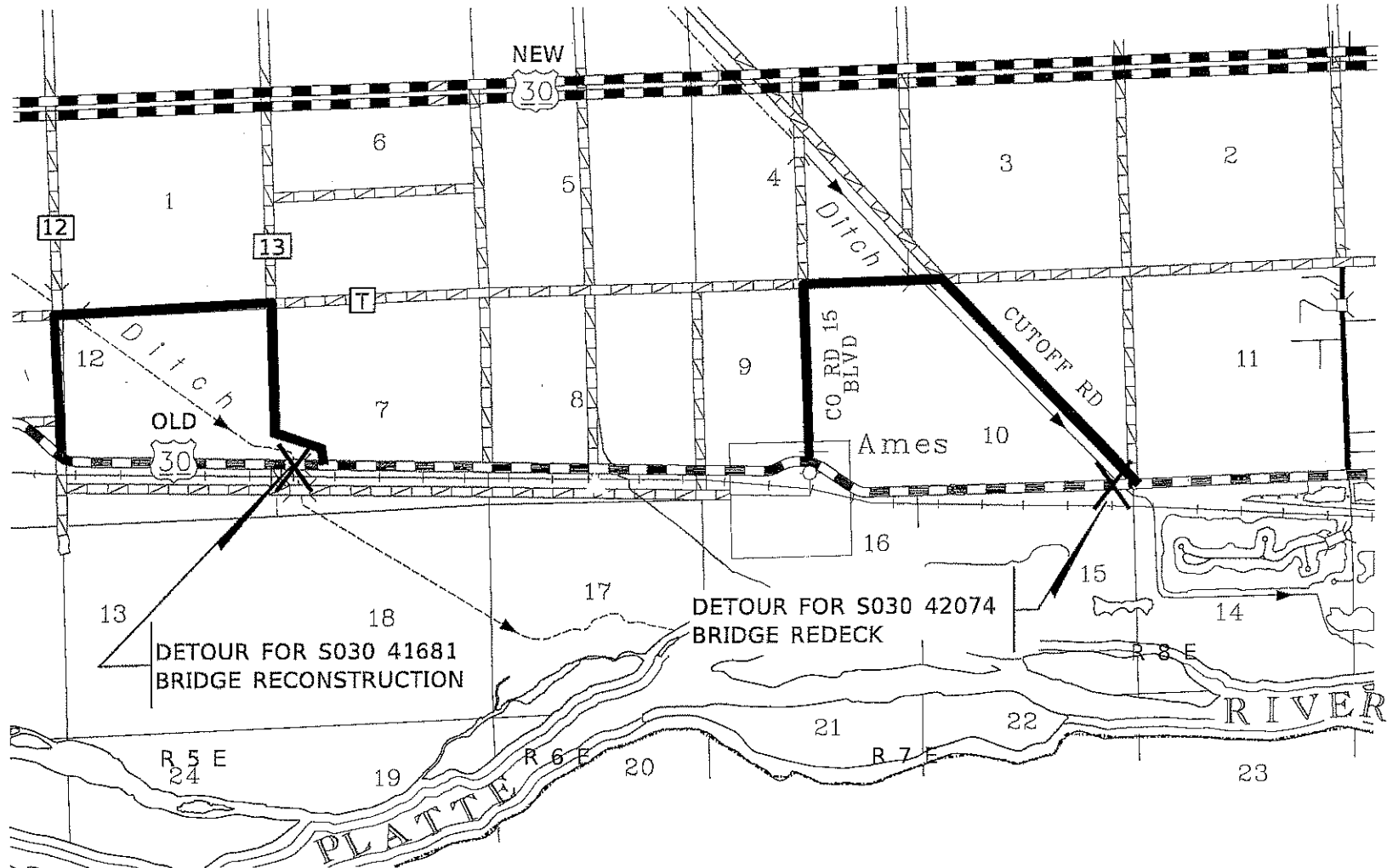


EXHIBIT "A"